

3427 MAYHEW FORREST LN

19521125

5/21/2007

duponbj

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

FILE: 4621-A DATE: 04-16-01

TC: PD 155-031-23 ☒ L ☒ CRT

SERIAL № 15900

Name of Owner Jeff? Lee Daniel Juris.:

Address of Property 3427 Mayfew Forest La.

Inspection Data:

Tank Material PCC

Total Length of Drainfield 525'

Number of Lines 5 @ 105'

Cover Depth 12"-24"

Water Supply Source Pwell

Distance to Water Source >50'

Excavation Inspected 04-16-01

Tank(s) Inspected 04-16-01

Wash Line Inspected N/A.

High Water Alarm Inspected N/A

See installation Permit

PLOT

Design: 2001 1500ST 1600SFT 12G P.S. CTR# Norwood.

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 10 NCAC 10A .1900, "Laws And Rules For Sanitary Sewage Collection, Treatment, And Disposal" in effect on the date of issuance of the permit. The 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 10 NCAC 10A .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.

COMMENTS: Type II A System designed for a (4) bedroom design unit Type III Repair Area.

Joshua R. Sellers R.S.
Environmentalist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

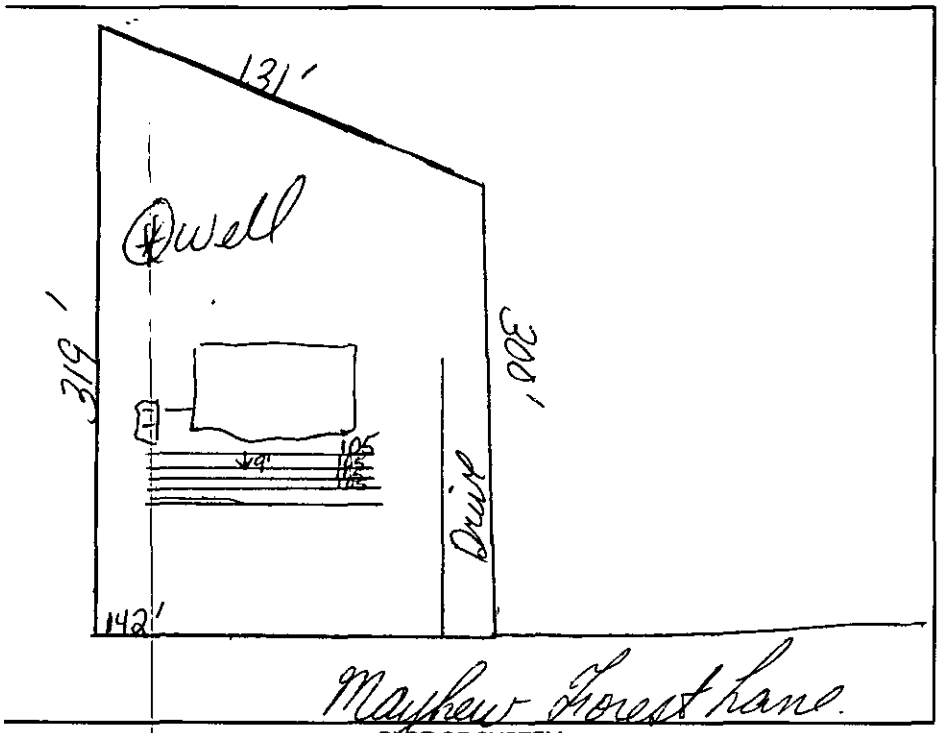
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4621-A DATE: 12-21-00

TC: PO 195-031-23 L

SERIAL Nº 18664

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 _____, after which date this permit shall be null and void. The system shall meet all of the construction requirements of I5A 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 N/A gallons

Tank Construction PCC

Trench Depth ± 36"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous yes

Total Line Length 525' feet

Number of Lines 5 @ 105

Depth of Stone 12" inches

Distance from House >5' feet

Distance from Property Line >10' feet

Distance from Well > 100' feet

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

NAME OF OWNER Jeff & Sue Oswald

LOCATION OF PROPERTY 3427 Mayhew Forest Lane

Comments: Type II A System designed for a (4) Bedroom design unit. Type III(g) Repair Area.

Joshua R. Sellers R.S.

Environmental Health Specialist

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

00CK38C8

FEE: 300 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 6/22/60 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 12-01-99 PERMIT NO: 4621A

PARCEL NO: PO 195-031-23

JOB LOCATION ADDRESS: 3427 Mayhew Forrest Lane.
PROPERTY OWNER: Jeff & Sue Oberist
BUILDING CONTRACTOR: No Contractor at date of issuance
SUBDIVISION NAME: Mayhew Country Estates
AUTHORIZATION ISSUED BY: Joshua R. Sellers R.S. DATE: 12-01-99
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 4621A, 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.

X _____ 7 MAY 01
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number 4621A Tax Number PO195-031-23

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

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

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

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

.3 Long-term acceptance rate	480 Max gallons/day wastewater flow	1600' Absorption Area (sq ft)	9' Trench spacing (min. on centers)
Y Serviced by private well	1500 Gallon septic tank	533' Total trench length (ft)	36" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
4 Bedrooms in residence	N/A 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 Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	✓ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

1200' Absorption Area (Sq ft) 400' Total Trench Length (Ft)	N/A Depth of Stone Trench SAND BACKFILL if RAISED USED.	9' Trench spacing (min. on centers)	36" Maximum Trench Depth

For existing system, enter the year originally installed:

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

Joshua R. Sillers R.S. 12-01-99 / 7 MAR 00

DEHNR Authorized Agent — Date — Owner/Agent Signature — Date

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

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

IWWS-100195

PROPOSED PLOT PLAN

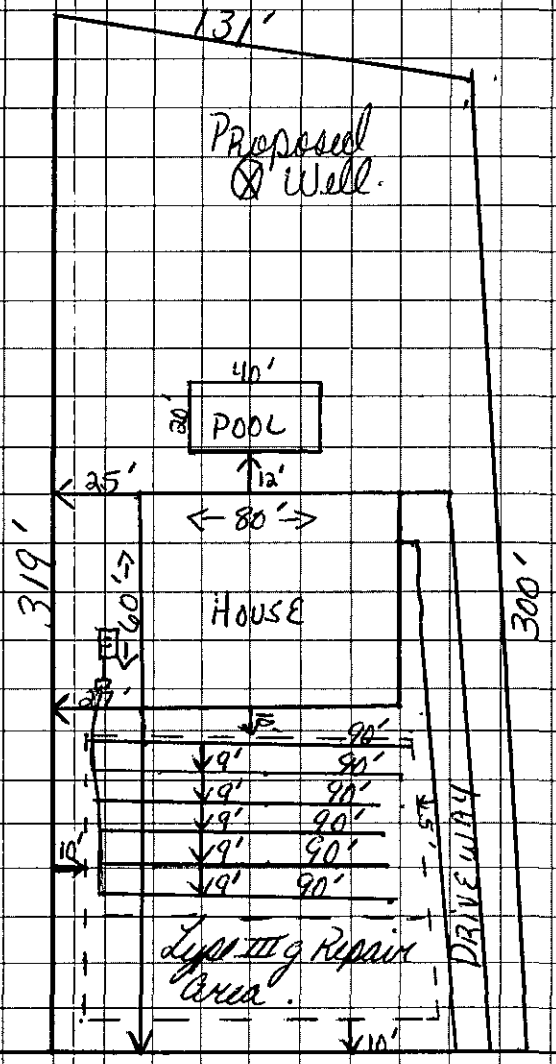
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4621A

TC: PO 195-031-23.

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.

Mayhaw Country Estates
Lot #17



① Scale = 1" = 60'
② 1500 ST w/ 533' LF of Trenches ≤ 36" deep Conventional System w/ Type III g Repair.
③ Trenches to be installed level ± on Contour
④ Shall Stay 20' off all Property Lines ± 25' from any part of Bldg Foundation.
⑤ Shall Keep all parts of system 100' from well.
⑥ Riser ± Effluent filter rules apply.

Mayhaw Forrest Lane.

OWNER/AGENT SIGNATURE

DATE 7 MAR 00

APPROVAL DATE _____

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

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

Sheet: _____
Property ID: PO 195-031-2
Lot #: 17
File #: 4621A

#1

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Alfred C. Forrest
APPLICANT: _____
ADDRESS: 5600 Mint Forest Drive, Charlotte
DATE EVALUATED: 11-16-99
PROPOSED FACILITY: residence
PROPOSED DESIGN FLOW (.1949) 480gpd
PROPERTY SIZE: .97
LOCATION OF SITE: 3427 Mayhew Forest 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	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS	0-3"	gr/cl	Fr/SE/Pl/SS/SP	7.5YR 5/6 to 10YR 6/1 soil wetness	48"+	N/A	None	PS .3gl/ft² IV
		3-48"	SBK/c	F/SE/Pl/SP					
2	LS	0-4"	gr/cl	Fr/SE/Pl/SS/SP	38" Floater Rock	38"+	N/A	None	PS .3gl/ft² IV
		4-38"	SBK/c	F/SE/Pl/SP					
3	LS	0-5"	gr/cl	Fr/SE/Pl/SS/SP	7.5YR 6/6 to 10YR 6/1 soil wetness	48"+	N/A	None	PS .3gl/ft² IV
		5-48"	SBK/c	F/SE/Pl/SP					
4	LS	0-3"	gr/cl	Fr/SE/Pl/SS/SP	7.5YR 6/6 to 10YR 6/1 soil wetness	48"+	N/A	None	PS .3gl/ft² IV
		3-29"	SBK/c	F/SE/Pl/SP					
		29-48"	SBK/cl	Fr/SE/Pl/SS/SP					
5	LS	0-2"	gr/cl	Fr/SE/Pl/SS/SP	7.5YR 6/6 to 10YR 6/1 soil wetness	48"+	N/A	None	PS .3gl/ft² IV
		2-30"	SBK/c	F/SE/Pl/SP					
		30-48"	SBK/cl	Fr/SE/Pl/SS/SP					

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

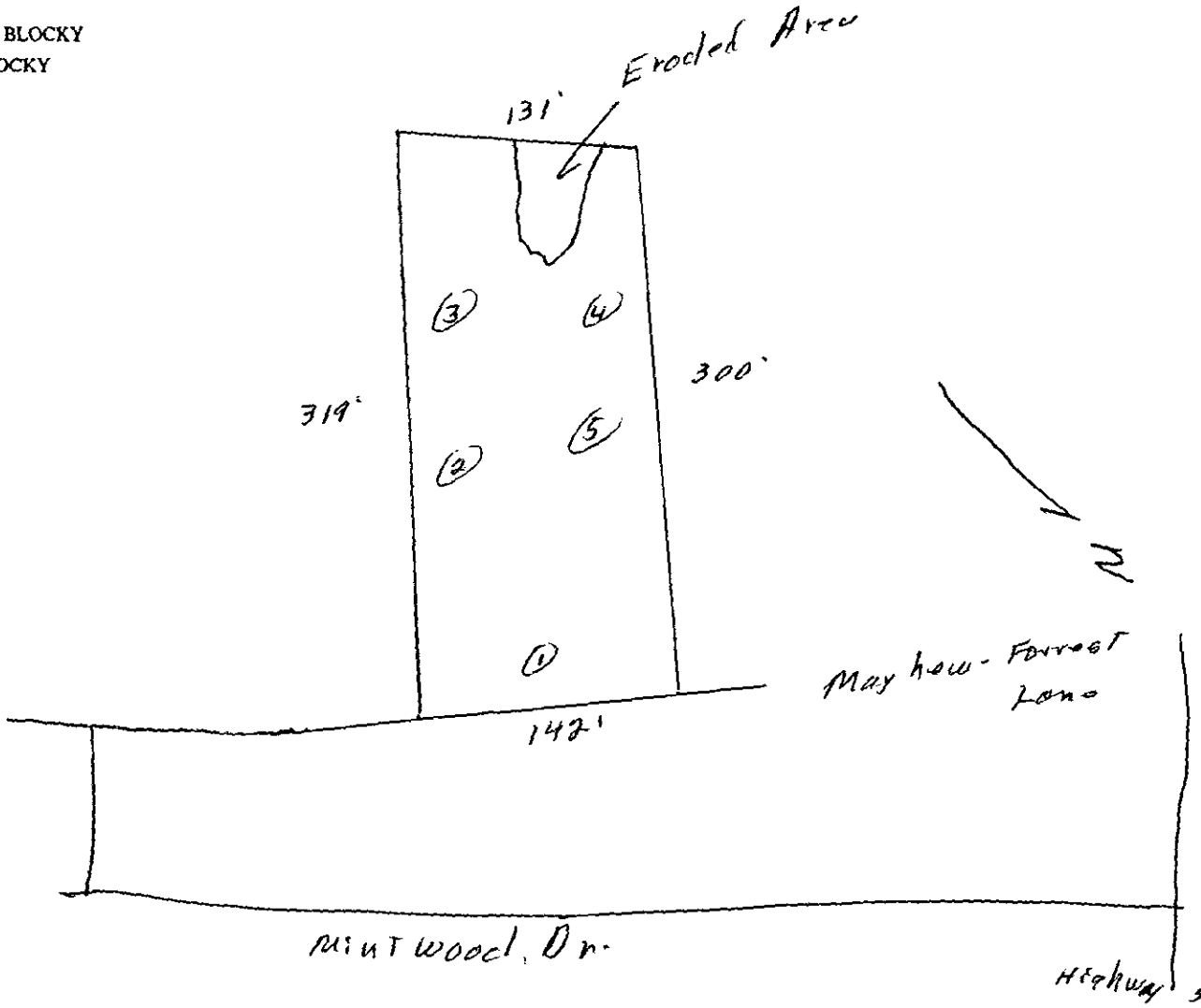
OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Provisionally suitable
EVALUATED BY: W. A. Mullis 11-17-99
OTHER(S) PRESENT: LSS

FILE # 46217

COMMENTS MW Repairs

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR	CONSISTENCE MOIST	CONSISTENCE WET
R-RIDGE	I	S-SAND	1.2-0.8		
S-SHOULDER SLOPE		LS-LOAMY SAND		VFR-VERY FRIABLE	NS-NON-STICKY
L-LINEAR SLOPE				FR-FRIABLE	SS-SLIGHTLYSTICKY
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6	FI-FIRM	S-STICKY
N-NOSE SLOPE		L-LOAM		VFI-VERY FIRM	VS-VERY STICKY
H-HEAD SLOPE				EFI-EXTREMELY FIRM	NP-NON-PLASTIC
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3		SP-SLIGHTLYSTICKY
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM			P-PLASTIC
T-TERRACE		CL-CLAY LOAM			VP-VERY PLASTIC
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM			
	IV	SC-SANDY CLAY	0.4-0.1		
		SIC-SILTY CLAY			
		O-ORGANIC			

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



Mecklenburg County
Health Department

Basil G. Deltu, M.D., M.P.H.
Health Director

June 29, 1988

Kenneth A. Koontz
4521 Quail Ridge Drive
Charlotte, NC 28212

Dear Mr. Koontz:

A pre-preliminary investigation of soils and topography was made on the tract (145-031-23) located on Well Road. A soils map of the property was prepared and a copy is enclosed.

The areas shaded yellow on the enclosed map appear to be dominantly unacceptable for the installation of septic tank systems. These consist of a drainageway-depression area and an area of complex slopes. The drainageway-depression area collects and channels surface runoff from the surrounding land area. The complex slope areas have irregular topography that is not adaptable for the installation of septic tank systems.

The unshaded areas of the enclosed map appear to be dominantly acceptable for the installation of septic tank systems. These have clay subsoil horizons that are blocky with respect to structure. Depth to ground water appears to be greater than forty-eight inches. Soil depth to saprolite is greater than thirty-six inches. Slopes range to approximately twelve percent. Depth to restrictive horizons is greater than thirty-six inches.

Based on this investigation, the majority of the tract appears to be dominantly acceptable for the installation of septic tank systems. Please note that this report does not express or imply individual lot approval for septic tank system installation. Individual lot approval is dependent in part on the satisfactory completion of an investigation of each lot. Currently, no lot lines and corners are established on the tract. Any lots developed on the tract would be required to have a one hundred percent repair area available for any septic tank system installed. It is recommended that lots of one acre (if both individual wells and septic tank systems are used) and three fourths of an acre (if a community water system and individual septic tank system are used) be considered as minimum lot sizes.

It should be noted that soil delineations may be subject to change pending additional investigation with established reference points. Inclusions of soils other than those delineated may be found to occur on the tract.

Please contact me if there are any questions with regard to this report.

Sincerely,

William R. Marlin

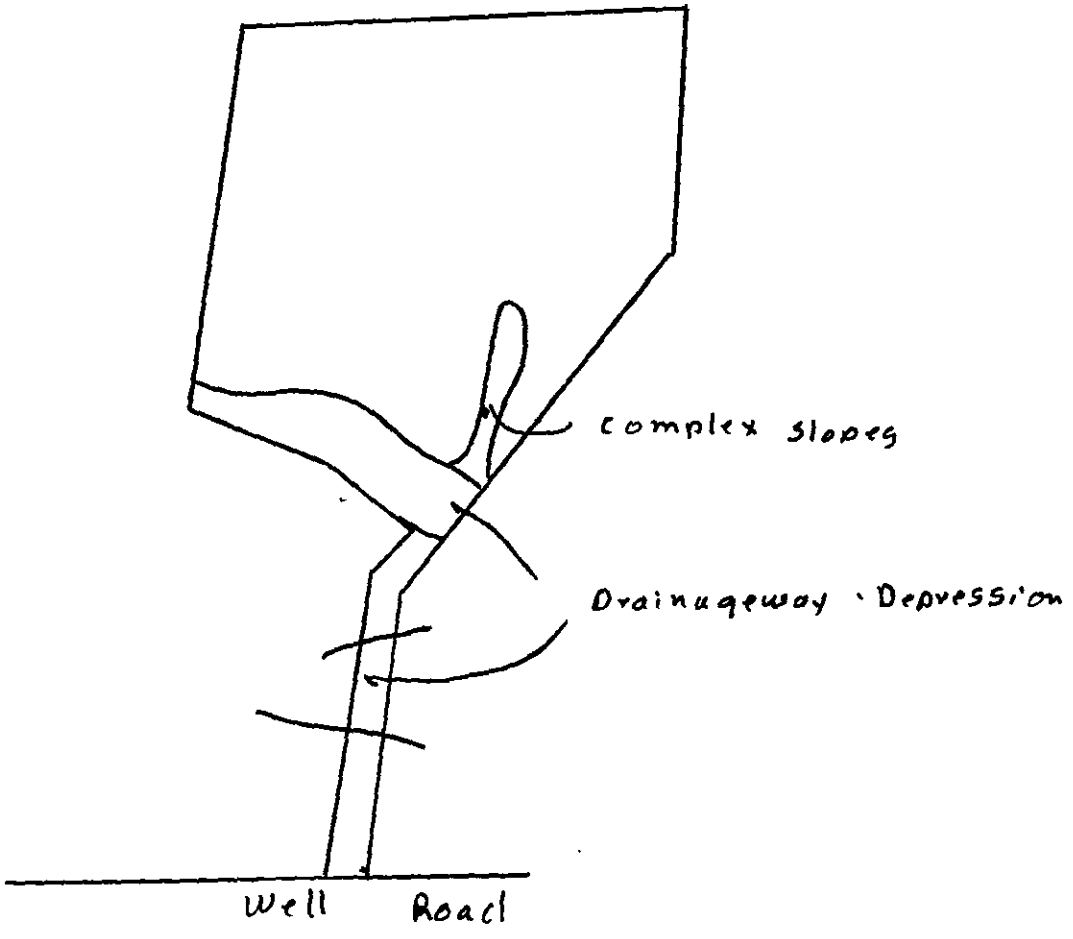
William R. Marlin
Soil Scientist
On Premises Waste Disposal & Water Supply

WRM/ir

Enclosure

cc: File 4621A

Pre-Preliminary 195-031-23



☐ Soils Appearing To Be Dominantly Unacceptable For Septic Tank System Installation

☐ Soils Appearing To Be Dominantly Acceptable For Septic Tank System Installation

W.R. Manlin- Soil Scientist

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH
SITE EVALUATION REPORT
SERIAL NUMBER 15272

File: 4621A

Parcel: 19503123

Action _____

☐ PC

Location: Well Road

Subdivision:

Lot: Block: Acres:

Owner: Kenneth A. koontz
Address: 4521 Quail Ridge Drive
Charlotte, NC 28212

Comments: _____

_____

_____

_____

Described by: _____

Date: _____

***** EVALUATION KEY *****

S = Suitable U = Unsuitable
PS = Provisionally Suitable
The "Area Classification" below indicates the suitability of areas in the diagram.

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Texture	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Structure	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Drainage	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Depth	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Restrictive Horizons	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Available Space	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Soil Group/Series						
Area Classification	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U

6/8/88 P. Scott 1953 # 585.00 cash

APPLICATION FOR SOIL INVESTIGATION

MECKLENBURG COUNTY · ENVIRONMENTAL HEALTH ·

1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY) Pre-prelim -

FILE: 4621A

TC: _____

☐ PC ☐ REPT

JOB LOCATION

① ADDRESS: WELL ROAD, MINT HILL

② SUBDIVISION: N.A. ③ LOT: N.A. ④ BLOCK: N.A.

⑤ PARCEL REFERENCE: BOOK NO.: 195 PAGE NO.: 031 PARCEL NO.: 23

⑥ DEED REFERENCE: BOOK NO.: _____ PAGE NO.: _____

OWNER

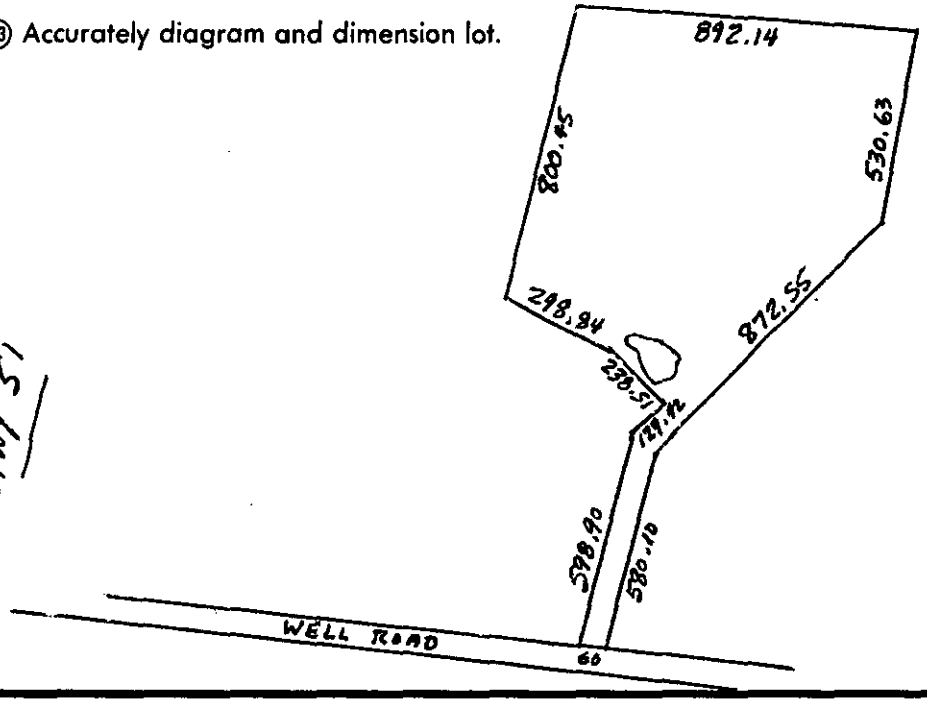
⑦ NAME: KENNETH (FIRST) A. (MIDDLE) KOONTZ (LAST)

⑧ MAILING ADDRESS: 4521 QUAIL RIDGE DR.

⑨ CITY: CHARLOTTE ⑩ STATE: N.C. ⑪ ZIP: 28212

⑫ PHONE: (WORK) 545-7720 (HOME) 545-3698

⑬ Accurately diagram and dimension lot.



GREG COX
563-6000
H/ 568-2795

⑭ The undersigned, 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 DEPARTMENT OF ENVIRONMENTAL HEALTH to enter onto the property for the purpose of processing this request.

Signed: Kenneth A Koontz

Date: 5-12-88

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

WHITE - ENVIRONMENTAL HEALTH DEPARTMENT'S COPY ● CANARY - ENVIRONMENTALIST'S COPY ● PINK - OWNER'S COPY

FEE: 200.00 CK # 1056
DATE: 11/8/99 pc

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

[ ] CRT

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

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

FILE #: 4621A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: PO 195-031-23

STREET ADDRESS: 3427 MAYHEW-FORREST LA.

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: MAYHEW COUNTRY ESTATES

LOT NUMBER: 17

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2600

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

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

CLOSING DATE NOV. 30, 1999

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	WELL, SPRINGS OR WATERLINES	__ YES ✓ NO
EXISTING WASTEWATER SYSTEMS	__ YES ✓ NO	DESIGNATED WETLANDS	__ YES ✓ NO
EASTMENTS OR RIGHT-OF-WAYS	__ YES ✓ NO		

PROPERTY OWNER:

NAME: FORREST ALFRED C.
(LAST) (FIRST) (MI)

ADDRESS: 5600 MINT FOREST DR

CITY: CHARLOTTE STATE: N.C. ZIP: 28227

DAYTIME PHONE: (704) 545-5018

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) -

PRO. JEFF & SUE GIANNIT

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: Alfred C Forrest DATE: 11-8-99

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

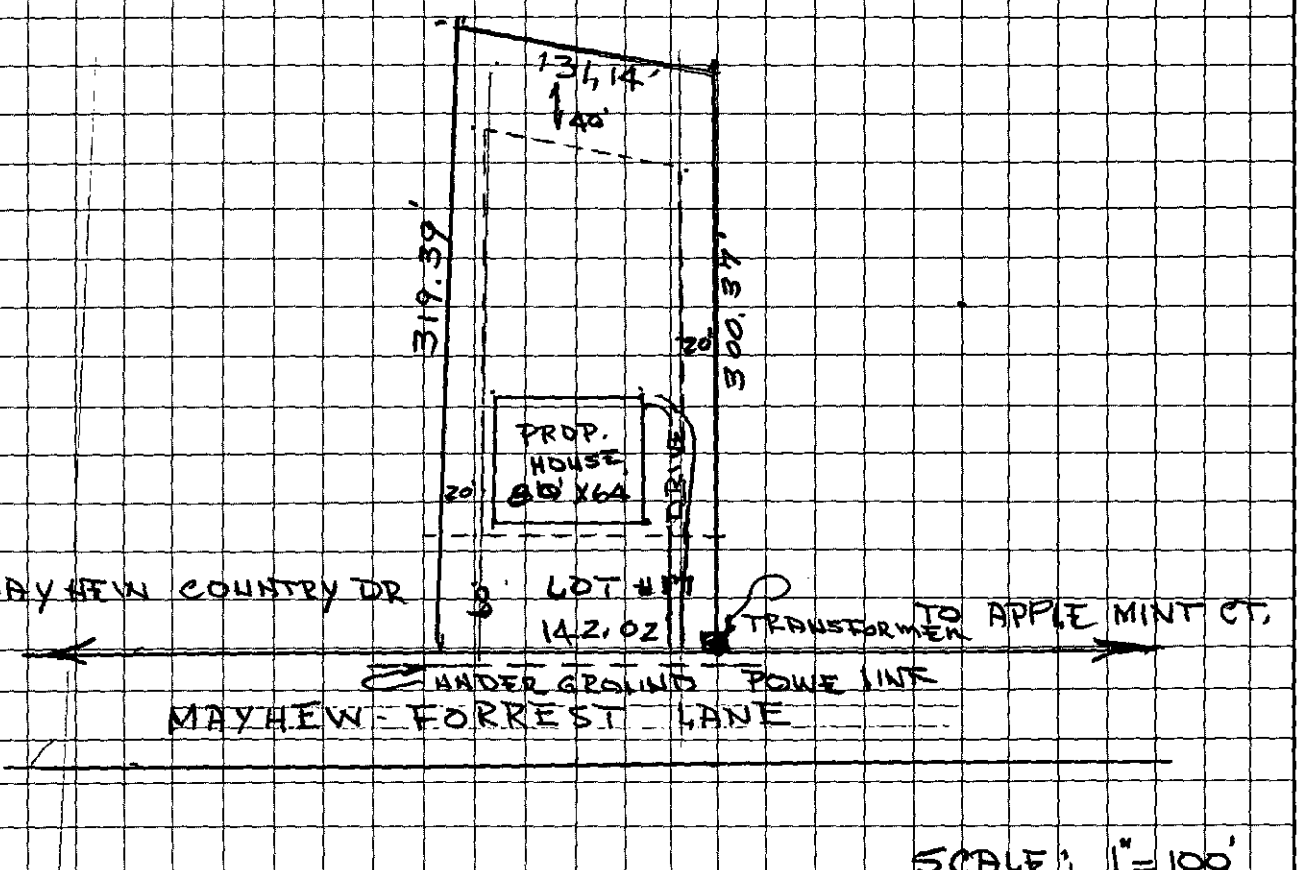
PROPOSED PLOT PLAN

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

FILE: 4621A

TC: PO 195-031-23

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.



Alfred C Scott
OWNER/AGENT SIGNATURE

DATE 11-8-99

APPROVAL DATE _____

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

OFFER TO PURCHASE AND CONTRACT

JEFFREY J. AND SUE E. OJANIIT, as Buyer, hereby offers to purchase and ALFRED L. FORREST AND MARGIE H. FORREST (WIFE), as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of MINT HILL, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Street Address LOT 17 9427 MATTHEW FORREST LN Zip 28227
Legal Description: _____
(☐ All ☐ A portion of the property in Deed Reference: Book _____ Page No. _____, _____ County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: NONE.

4. **PURCHASE PRICE:** The purchase price is $ 50,000.00 and shall be paid as follows:
(a) $ 1,000.00, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by SAID SELLER as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ NA, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____.
(c) $ 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.
(d) $ NA, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 49,000.00, BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before NA, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other NA loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: NA in the principal amount of NA for a term of NA year(s), at an interest rate not to exceed NA % per annum, with mortgage loan discount points not to exceed NA % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: NONE.
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for SINGLE FAMILY RESIDENTIAL purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: NONE.
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: NONE.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are $ 0 per 0.

8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

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

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

☐ Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

☐ Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

☒ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) VACANT LAND

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: *(i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including* flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before NA. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b)(i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.

(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before NOV 30, 1999, at a place designated by Buyer. The deed is to be made to AS DIRECTED.

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at closing. In the event possession is NOT to be delivered at closing: ☐ a buyer possession before closing agreement is attached. OR, ☐ a seller possession after closing agreement is attached.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)

A) SAID BUYER IS AWARE AND AGREES TO PAY ANY AND ALL FEES PERTAINING TO SOIL TEST, WELL & SEPTIC FEES AND SURVEY. SUBJECT TO SOIL TEST APPROVAL.

17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

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

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

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

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

22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

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

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

Buyer Jeff J Ogust (SEAL) Seller Alfred C. Forest (SEAL)
SS/Tax ID# 234607385 SS/Tax ID#

Buyer Sue O. Ogust (SEAL) Seller Margie H. Forest (SEAL)
SS/Tax ID# 123-45-6776 SS/Tax ID#
Date: 11-3-99 Date: 11-3-99

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date Firm:
By:

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

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