

10732 EAST LAKE RD

11111314

1/7/2008

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: 4648B DATE: 5-6-03
TC: 1118-113-14 ☑ L ☑ CRT
SERIAL Nº 18974

Name of Owner FRANK ERB Juris.:
Address of Property 10732 & 10742 EAST LAKE ROAD

Inspection Data:

Tank Material pcc 1500
Total Length of Drainfield 400
Number of Lines 6 @ VARIOUS LENGTHS
Cover Depth 12"
Water Supply Source WELL
Distance to Water Source 3100'
Excavation Inspected 5-5-03
Tank(s) Inspected 5-2-03
Wash Line Inspected —
High Water Alarm Inspected —

SEE INSTALLATION

PLOT

Design 1500 GAL 1200 SFT CONV 12" G CTR# JAIMIE O'DONNELL

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: TYPE II

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

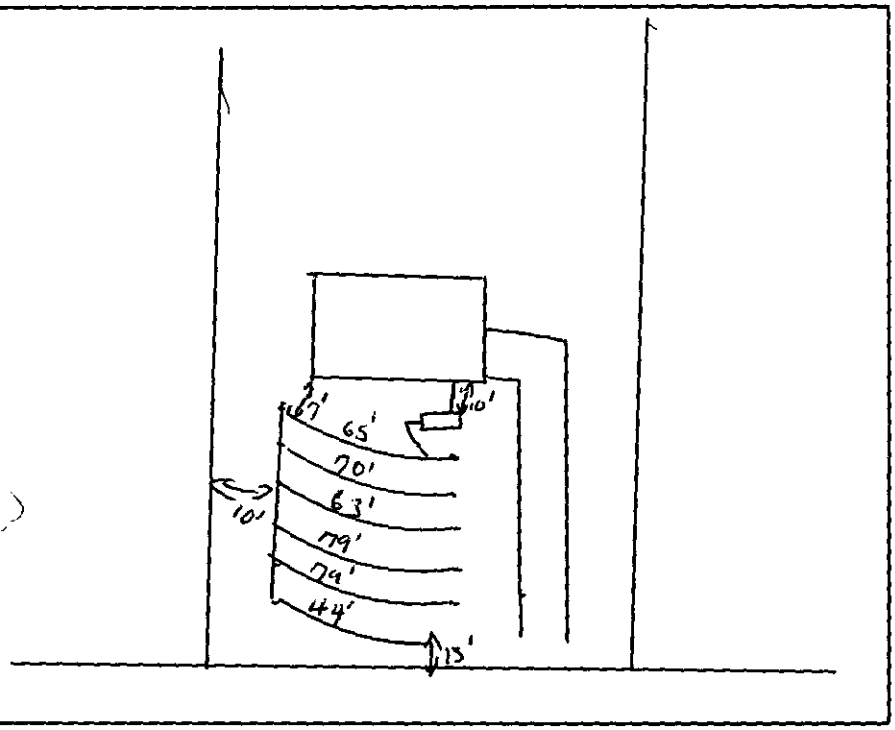
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4648B DATE: 5-3-03

TC: 111-113-14 ☑L

SERIAL 19351

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 1-2-03. 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 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 — gallons

Tank Construction PCC

Trench Depth 30"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous yes

Total Line Length 400 feet

Number of Lines 6

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 FRANK ERB

LOCATION OF PROPERTY 10732 EAST LAKE ROAD.

Comments: (1) DROP "T"s INSTALLED INSTEAD OF D-BOXES; WILL SERVE THE SAME PURPOSE - FOR DIFFERENT LENGTH LINES.

Environmental Health Specialist

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

FEE: 300 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** ACS
DATE: 1/7/02 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 10-9-01 PERMIT NO: 4648 B
PARCEL NO: 111-113-14

JOB LOCATION ADDRESS: 10732 EAST LAKE Road
PROPERTY OWNER: FRANK ERB
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: _____ DATE: 10/9/01
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 4648 B, 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.

Frank Erb 1-7-02
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

FEE: _____

DATE: _____

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

Paid 5/22/01 CK #1054
200— RF
( ) CRT

TYPE APPLICATION: X 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 #: 4648B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 111-113-14

STREET ADDRESS: 10732 East Lake Rd

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 10 BJ

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1205

NUMBER OF BEDROOMS: 3

NUMBER OF OCCUPANTS:

CLOSING DATE _____

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	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: (LAST) Yates (FIRST) Melton (MI) G

ADDRESS: 10142 Glenmore Ave

CITY: Bradenton STATE: FL ZIP: 34202

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) Erb (FIRST) Frank (MI)

DAYTIME PHONE: ( ) 704-502-3576

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 8-7-56

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: Frank Erb DATE: 1-7-02

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

☒ AT THE ARBORETUM
9035 Providence Road, Suite 320
Charlotte, NC 28277
Office (704) 543-6663
Fax (704) 542-9718

OFFER TO PURCHASE AND CONTRACT

RE/MAX Metro Realty

☐ AT THE UNIVERSITY
10400 Mallard Creek Road, Suite 208
Charlotte, NC 28262
Office (704) 549-0076
Fax (704) 549-0388

JOURNEY AUTO SALES INC., as Buyer, hereby offers to purchase and MELTON GREEN + ELEANOR L. YATES, 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 S. MONROE County of MECK., State of North Carolina, being known as and more particularly described as: Street Address 10732 EAST LAKE RD Zip 28215 Legal Description: LOT DS AT-881 County.)
(☐ All ☐ A portion of the property in Deed Reference: Book_____, Page No._____)
NOTE: Prior to signing this 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, shades, drapery rods and curtain rods, brackets and all related 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 other items attached or affixed to the Property, EXCEPT the following items:

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase:

4. **PURCHASE PRICE:** The purchase price is $ TEN THOUSAND FIVE HUNDRED AND 00/100 ($10,500.00) and shall be paid as follows:
(a) $ 500.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☐ other: to be deposited and held in escrow by RE/MAX METRO REALTY ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) $ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ N/A, SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ TEN THOUSAND FIVE HUNDRED, 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) Buyer must be able to obtain a __FHA __VA (attach FHA/VA Financing Addendum) __Conventional __Other:_____ loan at a _/ Fixed Rate __Adjustable Rate in the principal amount of N/A (plus any financed ~~VA Funding Fee or PMI~~) for a term of ____year(s), at an initial interest rate not to exceed ____% per annum, with mortgage loan discount points not to exceed ____% of the loan amount. Buyer shall apply for said loan within __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 N/A 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. 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 Closing costs (including loan discount points), those costs are as follows: NONE.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for RESIDENTIAL PURPOSES 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 pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: NONE KNOWN.
(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:

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 $ N/A per _____.

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 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.

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 claims or claim arising therefrom.

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

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

☐ Buyer has NOT received a signed copy of the N.C. 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 prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day *following* receipt of the Disclosure Statement; (2) the end of the third calendar day *following* the date the contract was made; or *(3) Closing* or occupancy by the Buyer in the case of a sale or exchange.

☒ Exempt from N.C. *Residential* Property Disclosure Statement because (SEE GUIDELINES) LAND ONLY

☐ 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. *Any inspections shall be* completed and written notice of necessary *repairs* shall be given to Seller on or before _____. Seller *shall* provide written notice to Buyer of Seller's response within _____ days of Buyer's notice. 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 as to all structures except _____ 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 completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or 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 the Property (including working, existing utilities) through the *earlier of* Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or *repair*. 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. The parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before _____, at a place designated by Buyer. The deed is to be made to JOURNEY AUTO SALES, INC.

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.)

SUBJECT TO SATISFACTORY SEPTIC PERK TEST AT BUYERS EXPENSE.
SUBJECT TO BUYER'S REVIEW & APPROVAL OF SUBDIVISION RESTRICTIONS.

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

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.

Date: 4/3/01

Buyer: _____ (SEAL)

Date: _____

Buyer _____ (SEAL)

Date: 4/3/01

Seller _____ (SEAL)

Date: 4/3/01

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 3/2/01 Firm: RE/MAX METRO REALTY

By: _____

Selling Agent/Firm/Phone: DAVE HENDENHALL - RE/MAX METRO REALTY

Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone: KENNETH HEAMAN, THE HEAMAN GROUP

Acting as ☒ Seller's (sub)Agent ☐ Dual Agent

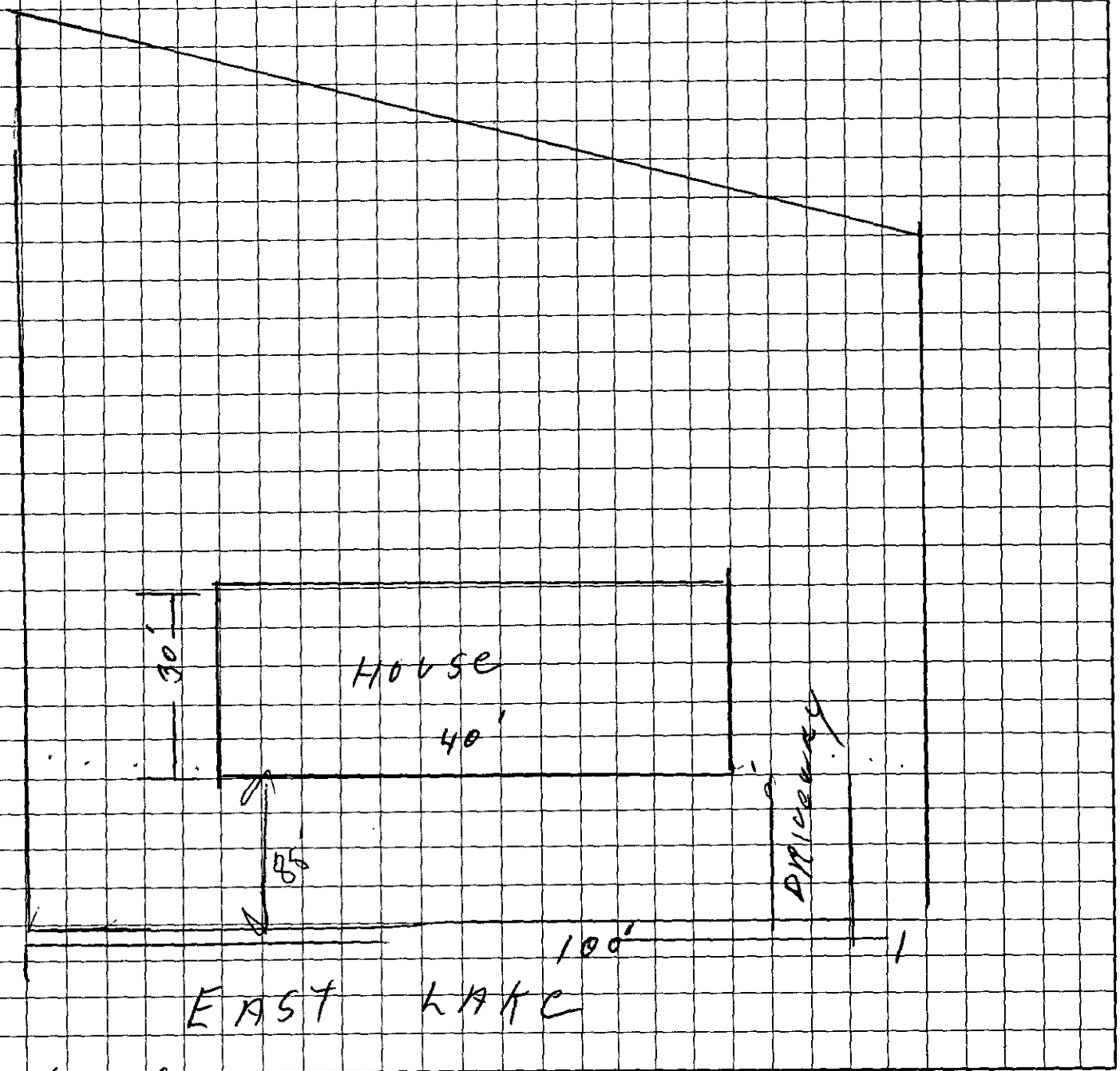
PROPOSED PLOT PLAN

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

FILE: _____

TC: _____

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



Frank Eck
OWNER/AGENT SIGNATURE

DATE 5-22-01

APPROVAL DATE _____

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

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 4648 B

Tax Number: 11-113-14

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	X No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I (II) III IV V VI	X 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	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)	32" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	___ Gallon pump tank	12" Depth of stone		
Any surface waters present:	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions: (1) REPAIR AREA NOT REQUIRED BUT AVAILABLE.				
Repair Area System Type NOT REQUIRED 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	
___ Absorption Area (Sq ft) ___ Total Trench Length (Ft)	___ Depth of Stone Trench	___ Trench spacing (min. on centers)	___ Maximum Trench Depth	
For existing system, enter the year originally installed:				

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

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

DEHNR Authorized Agent — Date 10/5/01

Owner/Agent Signature — Date 1-7-02

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

PROPOSED PLOT PLAN

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

FILE: 4648B

TC: 111-113-14

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.

PERMIT FOR

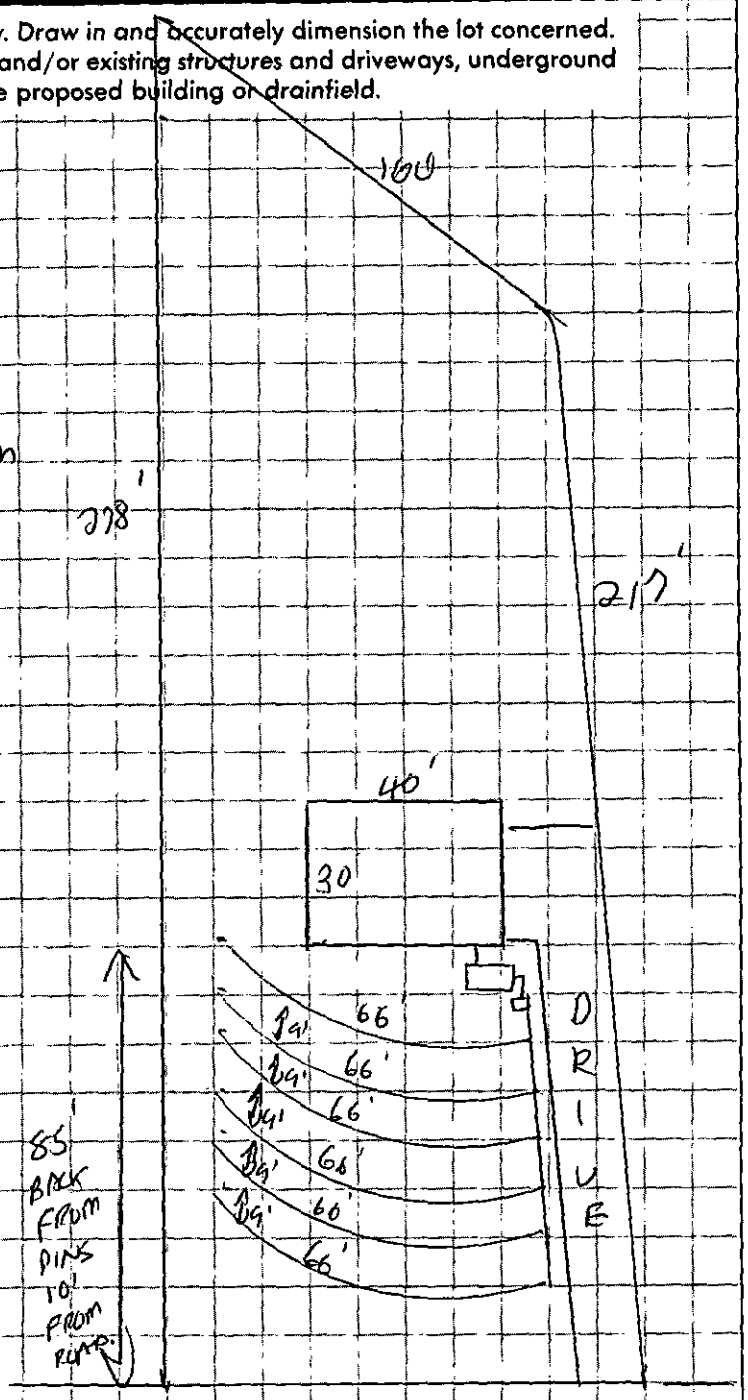
10732 EAST LAKE ROAD

SCALE 1" = 40'

(1) INSTALL ALL WELLS 100' FROM ALL SEPTIC TANK SYSTEMS, AT NO TIME LESS THAN 50'.

(2) INSTALL DRAINLINES SHALLOW 30" AND ON CONTOUR.

(3) DESIGN IS FOR A 3 BEDROOM RESIDENCE, 1500 SQ. FT. 400 FEET OF DRAINLINE.



APPROVAL DATE 10/5/01 Andrew Ashe

Frank Eck

White - Health Department's Copy Canary - Environmentalist's Copy Pink - Owner's Copy

PROPOSED PLOT PLAN

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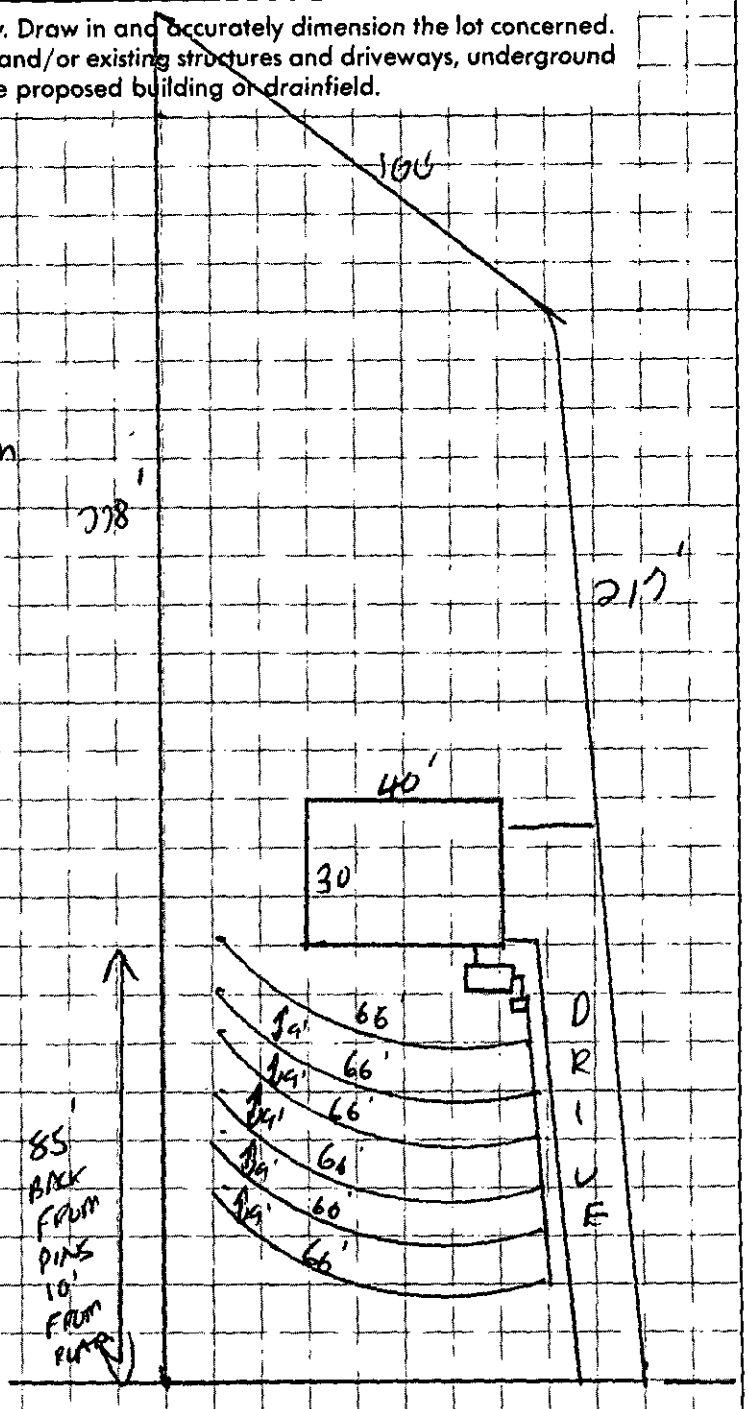
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(3) DESIGN IS FOR A 3 BEDROOM RESIDENCE, 1500 GAL ST. 400 FEET OF DRAINLINE.



APPROVAL DATE 10/4/01 Frank Eik

White - Health Department's Copy Canary - Environmentalist's Copy Pink - Owner's Copy

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

#1 AS

Sheet: _____
Property ID: 111-113-14
Lot #: L10, BJ
File #: 4648 B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Melton D. Yaler APPLICANT: Frank Erb
ADDRESS: 10142 Glenmore Ave, Bradenton, Fl. DATE EVALUATED: 6-7-01
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 360gpd PROPERTY SIZE: .57
LOCATION OF SITE: 10732 East Lake Road 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	0-11"	gr/scl	Fr/SE/SP/SS/SP	>49" To soil wetness	49"	N/A	None	PS .39/F2 IV
		11-49"	SBM/C	F/SE/SP/SP					
2	LS	0-6"	gr/scl	Fr/SE/SP/SS/SP	>50" To soil wetness	50"	N/A	None	PS .39/F2 IV
		6-17"	SBK/scl	Fr/SE/SP/SS/SP					
		17-30"	SBM/C	F/SE/SP/SP					
3	LS	0-12"	gr/scl	Fr/SE/SP/SS/SP	>53" To soil wetness	~~53~~"	N/A	None	PS .39/F2 IV
		12-36"	SBK/C	F/SE/SP/SP					
		36-53"	SBM/scl	Fr/SE/SP/SS/SP					
4	LS	0-11"	gr/scl	Fr/SE/SP/SS/SP	>39" To soil wetness	39"	N/A	None	PS .39/F2 IV
		11-35"	SBK/C	F/SE/SP/SP					
		35-39"	SBM/scl	Fr/SE/SP/SS/SP					
5	LS	0-6"	gr/scl	Fr/SE/SP/SS/SP	>54" To soil wetness	54"	N/A	None	PS .39/F2 IV
		6-41"	SBK/C	F/SE/SP/SP					
		41-54"	SBM/cl	Fr/SE/SP/SS/SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	
System Type(s)		
Site LTAR	.39/F2	

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: W. R. Merkle LSS 6-7-01
OTHER(S) PRESENT: F. Erb

FILE # 46408

COMMENTS

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

