

14315 SHOPTON RD W

19911107

7/2/08

marliwr

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

Hold For: $300

1) Fees.

FEE: _____ **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: _____ **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 11/17/99 PERMIT NO: 19284
PARCEL NO: 199 111 07

JOB LOCATION ADDRESS: 14315 Shopton Rd, West
PROPERTY OWNER: Sylvia Lynch (prs buyer Gary Myers)
BUILDING CONTRACTOR: -
SUBDIVISION NAME: NA
AUTHORIZATION ISSUED BY: Phila A. 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. 19284, 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: Lift pump required, drop box distribution

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.

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: 19284 — 19911107

- 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	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	1000 Gallon pump tank	4" Depth of stone		

Any surface waters present: NO Type: Minimum separation distance:

Site modifications required:

Additional Conditions: Drop Box Distribution, Keep the septic system >15' from the depressed area. Driveway to be located in the depressed area. NO 100% repair area required (Maximum feasable area. Lift pump required

Repair Area System Type: Lot platted before 1983 Type (circle one): NO 100% Repair required 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	
Maximum Feasible Area ___ 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.

Phila S. Walker RS. 11/17/99

DEHNR Authorized Agent — Date

x _____

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

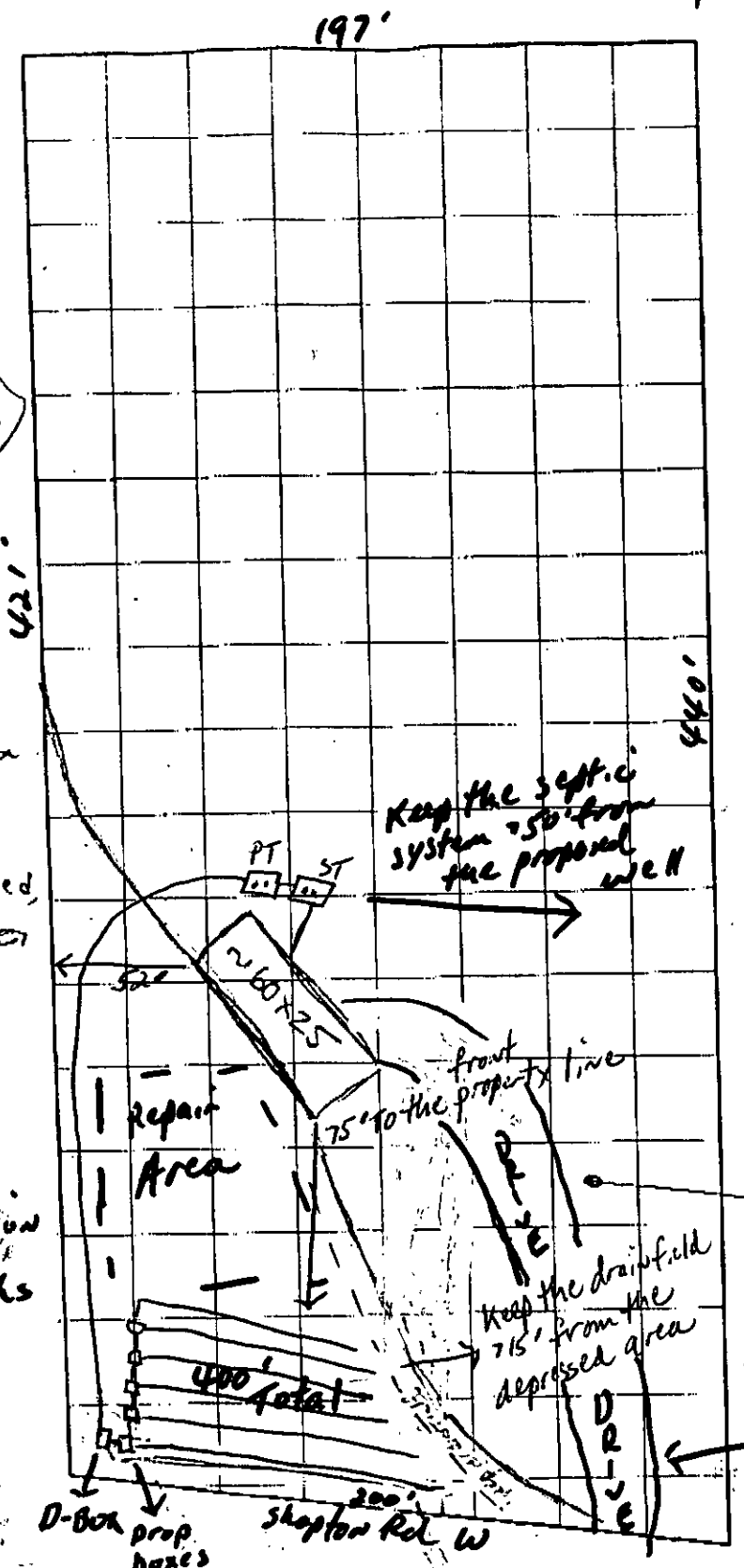
TO: BILL MARLIN FROM: GARY MYERS

588-3246
X89

FAX
588-3249

14315
SHOPTON
(REALTOR SIGN OUT FRONT)

Bill, it is marked & ready. It appears there is lots of land @ street level so I hope it goes well. Need this very soon if possible...
Thanks.



DRAWN TO SCALE
1 BLOCK = 25'

COMMENTS

3 bedroom residence
1500 ST Lift pump
1000 DT required
Drop Box Distribution
Drainfield line lengths to vary 400' Total Linear ft required
Keep the drainfield lines >15' from the depressed area.
No 100% Repair Area Required (lot decided before 1983)
Driveway to be located in the right depressed area

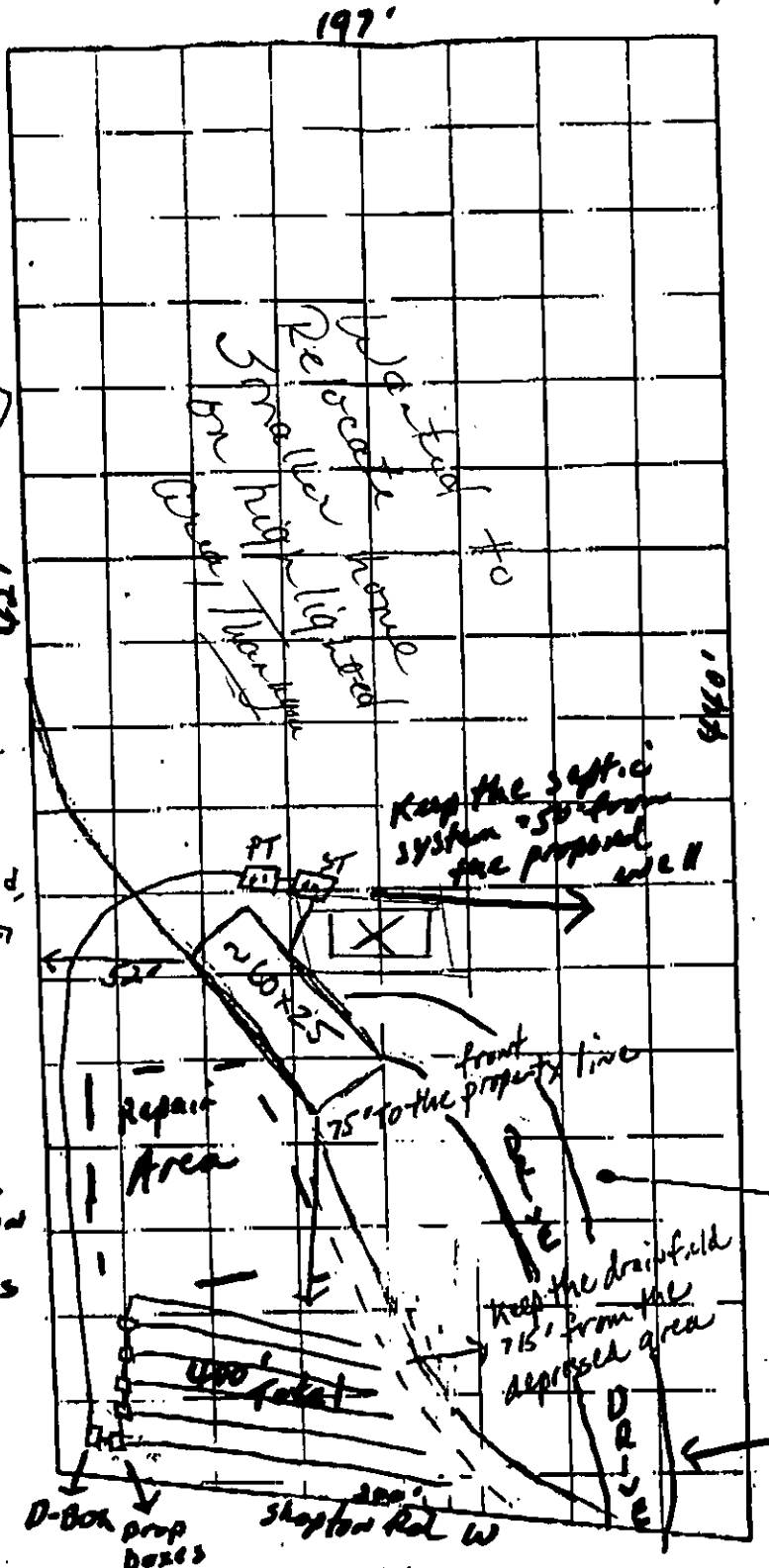
Additional Comments

Keep the septic system >50' from the proposed well
75' from the front right house corner to the front property line
52' from the left front house corner to the left property line.

TO: BILL MARLIN FROM: GARY MYERS

588-3246
X89
FAX
588-3249

14315
SHOPTON
(REALTOR SIGN OUT FRONT)



House on Block foundation front @ street level, rear 2 story exposed garage in lower level.

Bill, it is marked & ready. It appears there is lots of land @ street level so I hope it goes well. Need this very soon if possible... Thanks.

DRAWN TO SCALE
1 BLOCK = 25'

COMMENTS

3 bedroom residence
1500 ST Lift pump
1000 DT required
Drop Box Distribution
Drainfield line lengths to vary 400' Total Linear ft required
Keep the drainfield lines +15' from the depressed area.
No 100% Repair Area Required (lot decided before 1983)
Driveway to be located in the right depressed area

Additional Comments

Keep the septic system +50' from the proposed well
75' from the front right house corner to the front property line
52' from the left front house corner to the left property line.

FEE: _____
DATE: 12/01/2000

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 #: 12984

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 199-111-07

STREET ADDRESS: 14315 Shopton RD.

SUBDIVISION OR MOBILE HOME PARK NAME: N/A

LOT NUMBER:

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: Approx 1000 sqft

NUMBER OF BEDROOMS: 2 NUMBER OF OCCUPANTS: 2

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:

Evaluating original test for modification Do to home relocation.

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: Lynch Sylvia H
(LAST) (FIRST) (MI)

ADDRESS: 9519 Indian Trail Fairview Rd

CITY: Indian Trail STATE: NC ZIP: 28079

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

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: _____ DATE: 12/01/2000

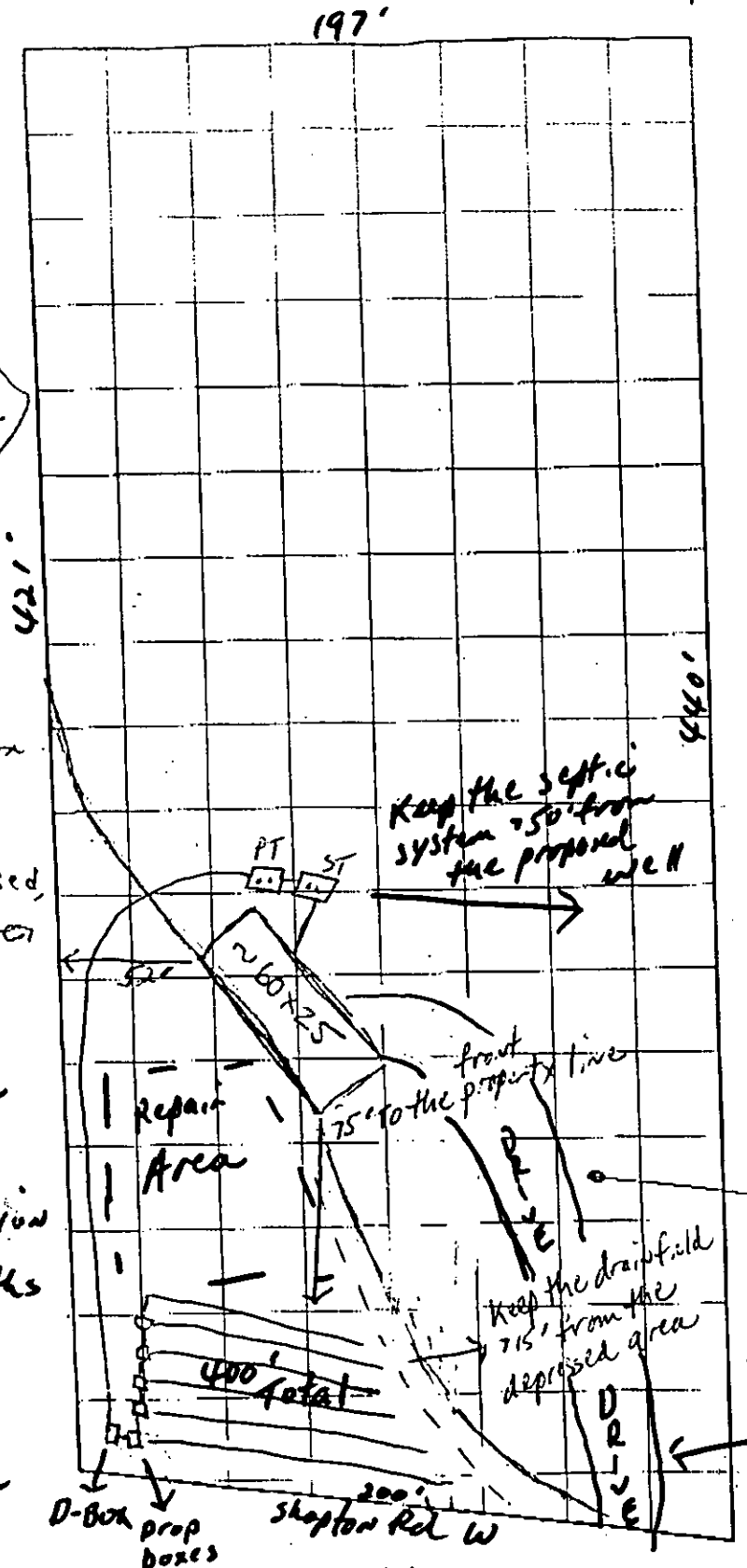
MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR., SUITE 211, 700 N. TRYON ST., CHARLOTTE, N.C. 28202., (704) 336-5102

TO: BILL PARKIN FROM: GARY MYERS

588-3246
X89

FAX
588-3249

14315
SHOPTON
(REALTOR SIGN OUT FRONT)



House on Block foundation front @ street level, rear 2 story exposed garage in lower level.

All this area depressed by ~ 10-12'

Driveway to be located in depressed area

Bill, it is marked & ready. It appears there is lots of land @ street level so I hope it goes well. Need this very soon if possible... Thanks.

DRAWN TO SCALE
1 BLOCK = 25'

COMMENTS

3 bedroom residence
1500 ST Lift pump
1000 DT required
Drop Box Distribution
Drainfield line lengths to vary 400' Total Linear ft required
Keep the drainfield lines 15' from the depressed area.
No 100% Repair Area Required (lot decided before 1983)
Driveway to be located in the right depressed area

Additional Comments

Keep the septic system 50' from the proposed well
75' from the front right house corner to the front property line
52' from the left front house corner to the left property line.

FEE: 200.00 CK# 1139
DATE: 11/4/99 gc

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

#1

[ ] 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 #: 12994

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 199-111-07

STREET ADDRESS: 14315 Shopton Rd.

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: ≤ 2000

NUMBER OF BEDROOMS: 3 | NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

- X WITHOUT BASEMENT
  - __ ON SLAB
  - __ CRAWL SPACE
- __ WITH BASEMENT /PLUMBING
- __ WITH BASEMENT /NO PLUMBING

CLOSING DATE 11/28/99

Soil checked 11-9-99 use initial report w/ notes.
WAR - 11-9-99

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

—

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES X NO TYPE: [redacted]

WATER SUPPLY (CHECK ONE):

- __ COMMUNITY (C)
- __ MUNICIPAL (M)
- X 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 X NO	WELL, SPRINGS OR WATERLINES	__ YES X NO
EXISTING WASTEWATER SYSTEMS	__ YES X NO	DESIGNATED WETLANDS	__ YES X NO
EASTMENTS OR RIGHT-OF-WAYS	__ YES X NO		

PROPERTY OWNER:

NAME: ~~MYERS~~ ~~GARY~~ (LAST) Lynch (FIRST) Sylvia (MI) H.

ADDRESS: 9579 Indian Trail Fairview Rd

CITY: ~~Indian~~ Indian Trail STATE: NC ZIP 28079

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: MYERS (LAST) GARY (FIRST) L. (MI)

DAYTIME PHONE: (704 - 588 3246 x189 (please page)

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: [signature] DATE: 4 Nov 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

FEE: 200' CK# 1137

DATE: 11/4/99 GC

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

PW #1

[ ] CRT

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

PW

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

FILE #: 19994

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 199-111-04

STREET ADDRESS: 14315 Shopton Rd.

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

TOWNSHIP (CHECK ONE):

TYPE OF BUILDING (CHECK ONE):

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

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

HEATED SQUARE FOOTAGE: ≤ 2000

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

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

CLOSING DATE 11/28/99

Lot checked 11-9-99
use initial report. system would need pump to drain surface. WRM 11999

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

—

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: ~~X~~ YES X NO TYPE: ~~Realtor~~

WATER SUPPLY (CHECK ONE):
__ COMMUNITY (C)
__ MUNICIPAL (M)
X 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 X NO
EXISTING WASTEWATER SYSTEMS __ YES X NO
EASTMENTS OR RIGHT-OF-WAYS __ YES X NO
WELL, SPRINGS OR WATERLINES __ YES X NO
DESIGNATED WETLANDS __ YES X NO

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: ~~MYERS~~ ~~GARY~~ (LAST) Lynch (FIRST) Sylvia (MI) H.	NAME: MYERS (LAST) GARY (FIRST) L. (MI)
ADDRESS: 9579 Indian Trail Fairview Rd.	DAYTIME PHONE: 704 - 588 3246 x189
CITY: ~~C~~ Indian Trail STATE: NC ZIP 28079	(please page)
DAYTIME PHONE: ( ) —	

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: _____ DATE: 4 Nov 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

Imaging Solutions and Services, Inc

The following is a

Poor Original

The following document has been identified as a poor quality original (insufficient contrast, inadequate definition, obscured information, etc.) Prior to final document capture, every manual, hardware and software effort has been applied (extra document preparation, modification of document capture device set-up paramenters and/or copying of the original) to obtain the highest possible image quality from this original.

ISSI Operations Center Staff

NORTH CAROLINA
DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH SERVICES
RALEIGH, NORTH CAROLINA

APPENDIX B
SITE EVALUATION

(Ground Absorption Sewage Disposal)

OWNER: [illegible]
ADDRESS: [illegible]
COUNTY: [illegible]
LOCATION OF SITE: [illegible]

DATE REQUESTED: [illegible]
PLAT NO.: [illegible]
LOT SIZE: [illegible]

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4
1. SLOPE (%)	(S) 2-4% PS U	(S) PS 2-6% U	(S) PS [illegible] U	S PS U
2. SOIL TEXTURE (12-36 in.) (Sandy, loamy, clayey, Note 2:1, Clay)	S (PS) Clay U	S 2:1 PS [illegible] (U) Clay	S [illegible] PS [illegible] (U) [illegible]	S PS U
3. SOIL STRUCTURE (12-36 in.) (Clayey Soils)	S (PS) Blocky U	S Massive PS (U)	S [illegible] PS (U)	S PS U
4. SOIL DEPTH (In.)	(S) >48" PS U	(S) 48" PS U	S 24-48" PS (U)	S PS U
5. RESTRICTIVE HORIZONS (In.) (Impervious Strata, Rock)	(S) 24-48" PS Bedrock U	(S) 24-48" PS Bedrock U	S [illegible] PS [illegible] (U) 24"	S PS U
6. SOIL DRAINAGE/GROUNDWATER (External & Internal)	(S) 24-48" PS water U Table	(S) 24-48" PS water U Table	S [illegible] PS Perched (U) Water Table	S PS U
7. SOIL PERMEABILITY (Percolation Rate)	S (PS) Moderate U	S PS [illegible] (U)	S PS [illegible] (U)	S PS U
8. OTHER (Specify)	(S) [illegible] PS Limited Space U Poor Soils	S PS U	S PS U	S PS U
9. SITE CLASSIFICATION	Provisionally Suitable Soil Due Limited Space Water Table	Provisionally Suitable Soil Due to Water Table	Provisionally Suitable Soil Due to Water Table	
SOIL SERIES	Cecil	Mecklenburg	Lloyd	

S - Suitable PS - Provisionally Suitable U - Unsuitable

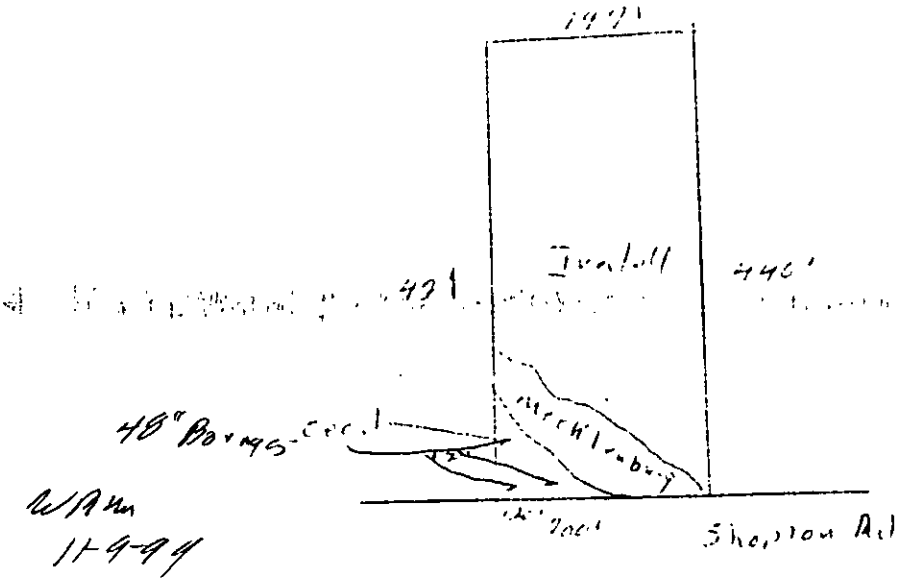
* See Diagram on Back (Include: Soil areas, property lines, roads, streams, gullies, wet areas, fill areas, wells, water bodies, slope patterns, etc.)

Recommendations/Comments: Based on the investigation, a limited expansion (one additional trench) is recommended, contingent upon the installation of an approved type system. Any proposed installation should be located as shown on the attached sketch.

Described By: [illegible]

Title: [illegible] Date: [illegible]

DHS Form 2601 (2/77)
Sanitation


Inwall
446'
48" Borings-Exc.
Marshall-Embry
Shannon Rd

Tax ID: 19911107 File #12984

RE/MAX Metro Realty
AT THE ARBORETUM
8035 Providence Road, Suite 320
Charlotte, North Carolina 28277
Office: (704) 543-6680
Fax: (704) 542-9718

OFFER TO PURCHASE AND CONTRACT

Gary L. Myers, as Buyer, hereby offers to purchase and Sylvia Lynch, 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 Mecklenburg, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address 14315 Shopton Rd Zip 28273
Legal Description: PIR2 MI2 23
(☐ 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:

4. **PURCHASE PRICE:** The purchase price is $ 35,500.00 and shall be paid as follows:
(a) $ 500.00, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other_____ to be deposited and held in escrow by Remax Metro Realty 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) $ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____.
(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, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 35,000.00, 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 Nov. 15, 1999, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other _____ loan at a ☒ Fixed Rate ☐ Adjustable Rate ☐ Other: _____ in the principal amount of 25,000. for a term of 20 year(s), at an interest rate not to exceed 8 3/4 % per annum, with mortgage loan discount points not to exceed 2 % 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 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 $ Q per Q.

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) LOT

☐ 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 Nov 20th. 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. 28, 1999, at a place designated by Buyer. The deed is to be made to Gary L. Myers.

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.)

See Attached Addendums.
① Additional Provisions Addendum
② Addendum to Contract #1

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 _____ (SEAL) Seller Sylvia H. Lynch (SEAL)
SS/Tax ID# 392-62-4427 SS/Tax ID# 241-46-2167
Buyer _____ (SEAL) Seller _____ (SEAL)
SS/Tax ID# _____ SS/Tax ID# _____
Date: 29 Oct 99 Date: 10-29-99

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 10-29-99 Firm: Remax Metro Realty
By: Sally M. Brown

☐ Buyer's Agent
☑ Seller's (sub)agent
Selling Agent/Firm/Phone Sally M. Brown / Remax Metro Realty 543-6680 Acting as ☐ Dual Agent
☑ Seller's (sub)agent
Listing Agent/Firm/Phone Sally M. Brown / Remax Metro Realty 543-6680 Acting as ☐ Dual Agent

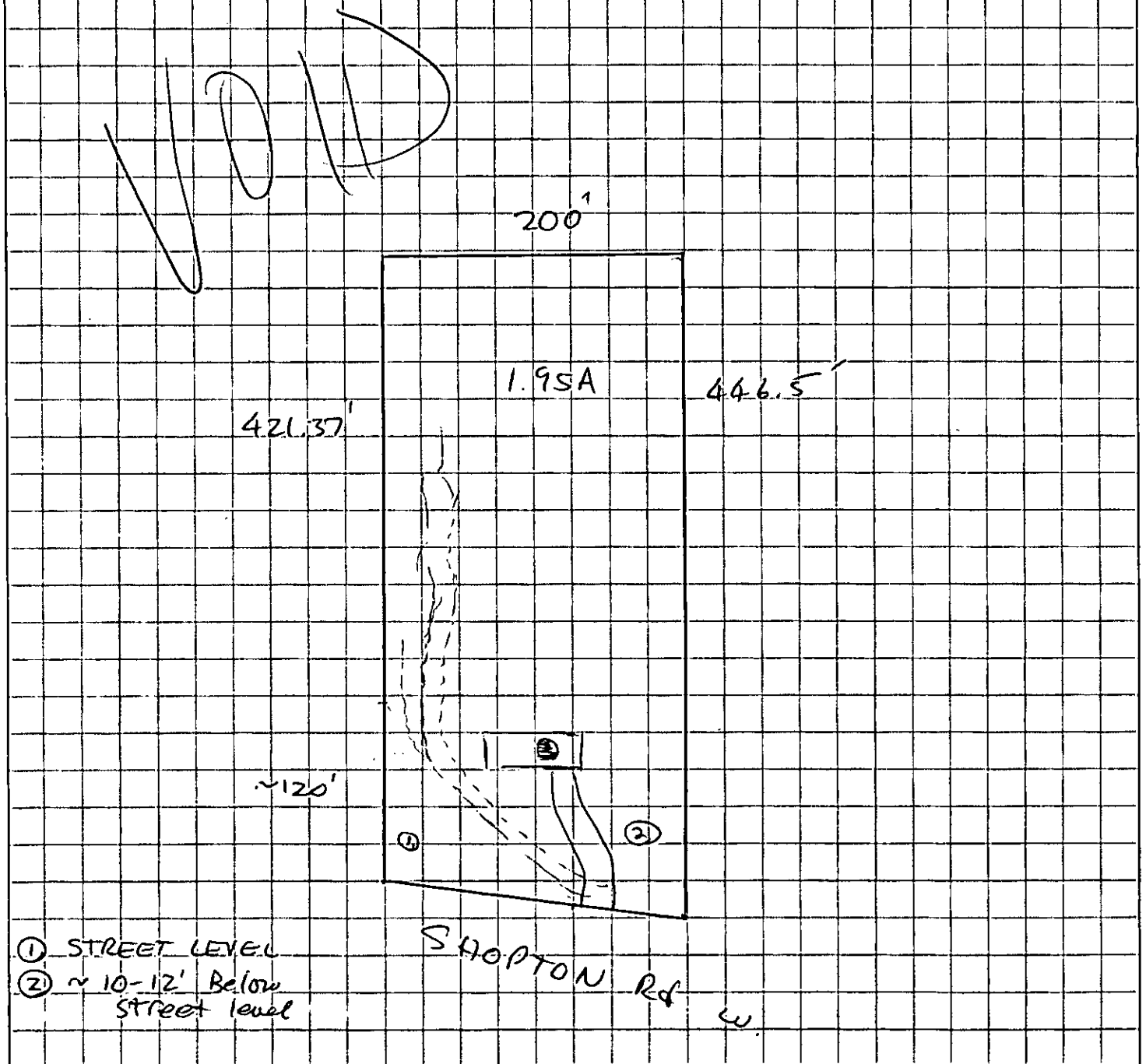
PROPOSED PLOT PLAN

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

FILE: 12984

TC: 199-111-07

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.



① STREET LEVEL
② ~ 10-12' Below street level

APPROVAL DATE _____

4 NOV 99

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