

20220 NIGHTHAWK CR

00337115

1/8/2008

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: 5446 B DATE: 1/7/05

TC: 003-371-~~04~~ 15 ☒ L ☒ CRT

SERIAL 19753

Name of Owner Thomas Grogan Juris.: _____

Address of Property 20220 Nighthawk Cr.

Inspection Data:

Tank Material PCC

Total Length of Drainfield 420'

Number of Lines 6 @ 70'

Cover Depth 12-24"

Water Supply Source Private

Distance to Water Source > 100'

Excavation Inspected 1/7/05

Tank(s) Inspected 10/14/04

Wash Line Inspected NA

High Water Alarm Inspected NA

See Installation Approval

PLOT

Design 1500 gal ST, 1260 SFT INV Type IIIg CTR# R&H, Inc.

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 IIIg Innovative System designed for 4 bdrm design unit, Innovative Repair area

Tommy Medlin, R.S.
Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

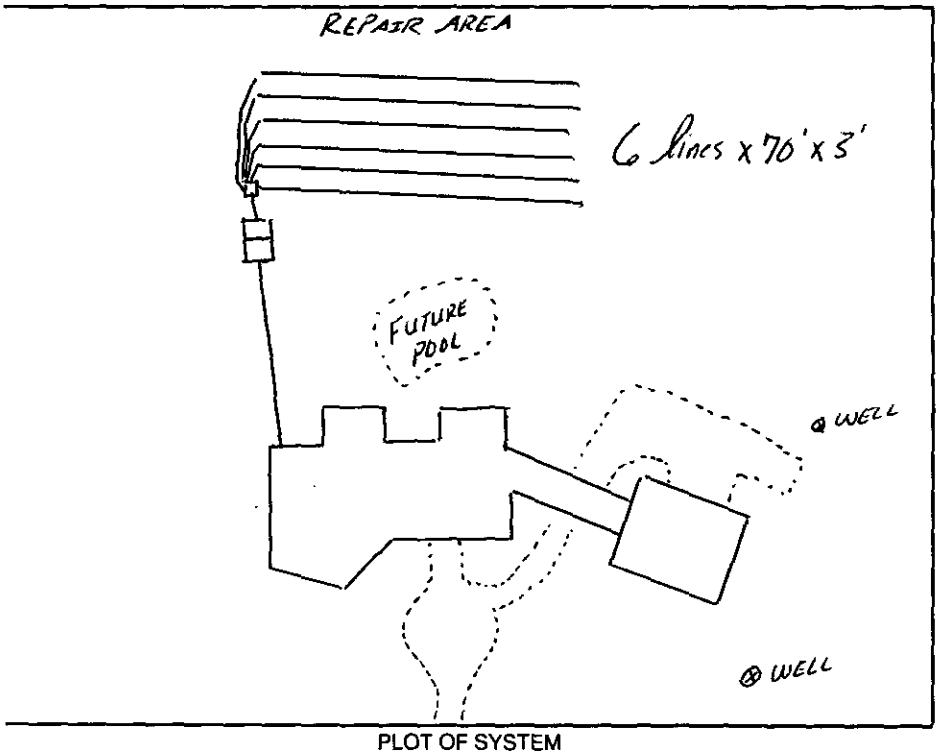
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 54468 DATE: 10/14/04

TC: 003-371-15-84 ☑ L

SERIAL 19763

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 11/14/03. All work shall be completed on or before 11/14/04, 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 24-30"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous yes

Total Line Length 420' feet

Number of Lines 6 x 70'

Depth of Stone — inches

Distance from House >15' 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 THOMAS CROGAN

LOCATION OF PROPERTY 20220 NIGHTHAWK CIRCLE

Comments: FOUR BEDROOM HOUSE

INSTALL 6 LINES x 70' x 3'

TYPE IIIg INNOVATIVE SYSTEM

Tommy Mitchell, R.S.
Environmental Health Specialist

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

PROPOSED PLOT PLAN

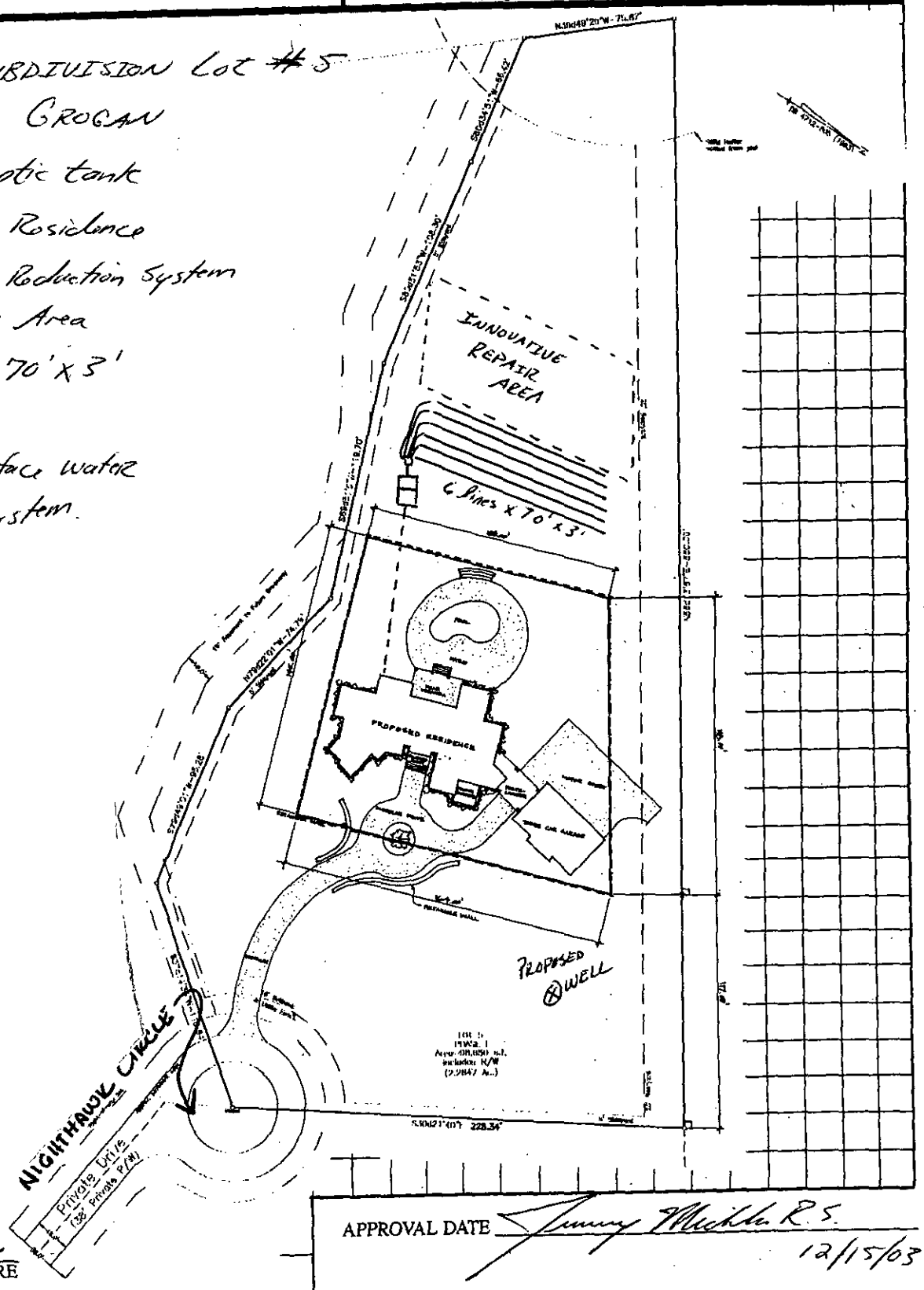
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 5446B

TC: 003-371-04
NEW 003-371-15

HOMESTEAD SUBDIVISION LOT #5
FOR TOM GROGAN

→ 1500 gallon septic tank
→ Four Bedroom Residence
→ Type IIIg 25% Reduction System
→ Type IIIg Repair Area
→ Install 6 lines x 70' x 3'
→ 420 TLF
→ Divert All Surface water from septic system.



J. Thomas Grogan
OWNER/AGENT SIGNATURE
DATE 11/14/03

APPROVAL DATE Jimmy Mickle R.S. 12/15/03

Pink - Owner's Copy

Check 012377 JKA

LD 73183

FEE: 300.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** ACS

DATE: Mar 17 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 4/9/04

PERMIT NO: 5446B

PARCEL NO: PO 003-371-04
003-371-15

JOB LOCATION ADDRESS: 20220 Lot #5 Nighthawk Circle

PROPERTY OWNER: Thomas Grogan

BUILDING CONTRACTOR: Augusta Homes

SUBDIVISION NAME: Homestead

AUTHORIZATION ISSUED BY: Tammy Michie R.S. DATE: 12/16/03

DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 5446B, 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: Agreement forms on file before CA Release

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.

J. Thomas Grogan 12-16-03

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Application Number: 54468

Tax Number: 003-371-04
New 003-371-15

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

0.3 Long-term acceptance rate	480 Max gallons/day wastewater flow	1260 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
Yes Serviced by private well	1500 Gallon septic tank	420 Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
4 Bedrooms in residence	NA Gallon pump tank	NA Depth of stone	

Any surface waters present: Yes Type: Creek Minimum separation distance: 50'

Site modifications required:

Additional Conditions: Divert all surface water away from septic system
Agreement forms on file before CA Release

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

1260 Absorption Area (Sq ft) 420 Total Trench Length (Ft)	NA Depth of Stone Trench	9' Trench spacing (min. on centers)	24" Maximum Trench Depth

For existing system, enter the year originally installed:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for 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.

Jimmy Mecklin R.S. 12/15/03
DEHNR Authorized Agent Date

X J. Thomas Grove 12-16-03
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

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2004 APR 07 03:30 PM
BK:17018 PG:36-38 FEE:$20.00

INSTRUMENT # 2004080175

2004080175

003-371-15

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

WASTEWATER TREATMENT AND DISPOSAL SYSTEM DESIGN AGREEMENT: 15A NCAC 18A .1948 AND ANY OF THE FOLLOWING RULES: .1956; .1957(a); .1957(b); or .1957(c); OR .1969

FILE # 5446B
PARCEL # 003-371-15

The undersigned, Augusta Homes, owner of property located at Lot 5 Nighthawk Circle, (the "site") and described in an instrument recorded in Book 12342-993 at Page _____, Mecklenburg Public Registry, hereby acknowledges that the undersigned applied to the Mecklenburg County Health Department (the "Department") for a permit to install a septic tank sewage disposal system on the site; that the Department evaluated the site for suitability for such a system in accordance with the regulations promulgated by the North Carolina Commission for Health Services as 15A NCAC 18A .1900 et seq.; that the Department originally classified the site as "unsuitable" pursuant to the standards set forth in the regulations; that the undersigned requested that the Department reclassify the site as "provisionally suitable" in light of the particular septic tank system proposed by the undersigned; that the Department considered various studies, data, and other information which indicate to the Department that the septic tank system proposed by the undersigned is allowed by the rules; and that the Department therefore reclassified the site as "provisionally suitable" and issued an appropriate permit for such proposed septic tank system.

The undersigned further acknowledges that the proper design, construction, operation and maintenance of such septic tank system is the responsibility of the designer, owner, developer, installer, or user of the system, as applicable, and that neither the Department nor its officials, employees, or agents warrant or guarantee that the said system installed pursuant to the permit issued by the Department will function in a satisfactory manner for any given period of time or that the Department, its officials, employees or agents assume any liability for any damages of any kind which are caused, or which may be caused, by a malfunction of such system.

The undersigned further acknowledges that the following conditions will apply to the site:

This instrument was prepared by: Augusta Homes / KMcDowell
Mail after recording to: 10602-B Bailey Rd.
Cornelius, NC 28031

3

mh

-- Any changes on the property may make the Improvement Permit null and void and may make the Improvement Permit subject to revocation.

-- Do not grade, cut, fill, pave, construct a building or deck, dig a well, install a swimming pool or otherwise cover or disturb the soil (except for planting and maintaining grass or other ground covers) in a manner which will adversely affect the repair area or area where the septic tank system is located.

-- When a private certified operator is required, no improvement permit for the designated repair shall be issued unless there is a private certified operator to carry out this management program in the service area where the proposed system is to be located. (Refer to Rule .1961, "Maintenance of Sewage Systems," for further information.)

-- Additional fees will be required according to the Mecklenburg County user fee schedule applicable at the time for the issuance of a repair permit for any subsequent repairs to the sewage treatment and disposal system or for installation of a replacement system.

-- At the time repairs to the sewage treatment and disposal system are to be made or a replacement system installed, the regulations in effect at that time will govern the repairs or installation of a replacement system.

The undersigned further agrees for himself, his heirs and assigns that he shall indemnify and hold harmless theDepartment, its employees, and officials, as well as Mecklenburg County and its employees and officials, for any damages or other claims of any person or persons whatsoever arising out of the installation, operation, or failure of said septic tank system.

Use of the singular masculine pronoun forms herein shall be deemed to also include the plural and feminine forms as the context may require.

This document shall be placed on the public records of the Register of Deeds of Mecklenburg County and indexed therein under the Grantor Index in the name or names of the undersigned, and the foregoing acknowledgements shall henceforth be binding on all persons claiming any right, title, or interest in the site.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 7 day of April, 2021.

Augusta Homes
(Corporate Name)

By: _____
President

_____ (SEAL)
Kenny Wrench

_____ (SEAL)
Ron Talbott

_____ (SEAL)

_____ (SEAL)

ATTEST: Marlin S. Hershey

_____ Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Carmen Howard, a Notary Public for ~~said~~ Cabarrus County and State, do hereby certify that Ken Wrench + Ron Talbott personally appeared before me this date and acknowledged the due execution of the foregoing instrument. AKA Kenny Wrench

WITNESS my hand and notarial seal, this 7th day of April, 2004

Carmen Howard
Notary Public

My Commission Expires:

11-4-07

AH Augusta Homes

CARMEN HOWARD NOTARY PUBLIC CABARRUS COUNTY, N.C.

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Carmen Howard, a Notary Public for ~~said~~ Cabarrus County and State, do hereby certify that Marlin S Hershey personally came before me this day and acknowledged that he is _____ Secretary of Augusta Homes, a North Carolina corporation, and that by authority duly given and as the act and deed of said corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by Marlin S Hershey as its _____ Secretary.

WITNESS my hand and notarial seal, this 7th day of April, 2004.

Carmen Howard
Notary Public

My Commission Expires:

11-4-07

CARMEN HOWARD NOTARY PUBLIC CABARRUS COUNTY, N.C.

REVISED 8-13-02

JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

****

Filed For Registration: 04/07/2004 03:30 PM

Book: RE 17018 Page: 36-39

Document No.: 2004080175

PRMIT 4 PGS $20.00

Recorder: MAXINE HAITH

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of CARMEN HOWARD Notary is certified to be correct. This 7TH of April 2004

JUDITH A. GIBSON, REGISTER OF DEEDS By: Maxine Z. Haith
Deputy/Assistant Register of Deeds

****

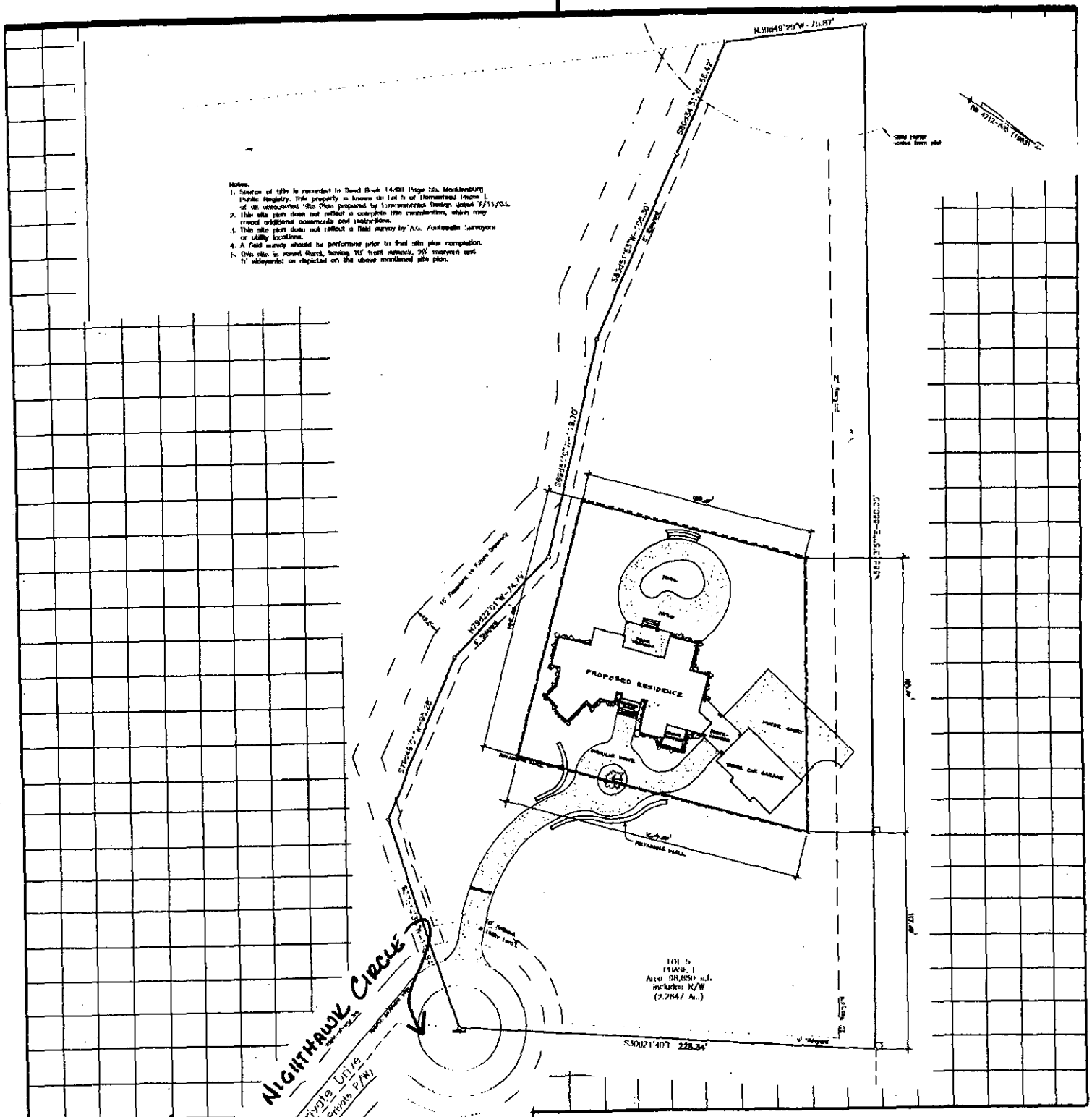
2004080175

PROPOSED PLOT PLAN

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

FILE: 5446B

TC: 003-371-04



J. Thomas Gwyn
OWNER/AGENT SIGNATURE

DATE 11/14/03

APPROVAL DATE _____

Pink - Owner's Copy

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

Sheet: 1
Property ID: Po 003-371-04
Lot #: 5, Phase 1
File #: 5446B
Code: 2

ACS

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Greathorn Development, John Robbins
Applicant: Tom Grogan
Address: 1255 Odell School Road, Concord, N. C. 28027
Date Evaluated: 12/08/2003
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: 1.0a inv.
Location of Site: Nighthawk Circle
Property Recorded:

Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 8	0-4	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV .3GPD/FT^2
		4-24	SBK/C	FI/SEXP/S/P					
		24-48	SBK/CL	FR/SEXP/SS/SP					
2	"	0-8	GR/SCL	"	2.5Y7/1@38"	48	"	"	PS, IV .25GPD/FT^2
		8-24	SBK/SCL	"					
		24-48	SBK/C	FI/SEXP/S/P					
3	"	0-8	GR/CL	FR/SEXP/SS/SP	2.5Y7/1@28"	37	"	"	US, IV
		8-12	SBK/SCL	"					
		12-37	SBK/C	FI/SEXP/S/P					
4	LS, 10	0-8	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	PS, IV .3GPD/FT^2
		8-36	SBK/C	FI/SEXP/S/P					
		36-48	SBK/SCL	FR/SEXP/SS/SP					
5	"	0-7	GR/SCL	"	>50" TO SOIL WETNESS	"	"	"	"
		7-24	SBK/C	FI/SEXP/S/P					
		24-50	SBK/SCL	FR/SEXP/SS/SP					
6	LS, 6	0-7	GR/CL	"	2.5Y6/1@43"	48	"	"	PS,III .3GPD/FT^2
		7-48	SBK/SCL	"					
7	"	0-5	GR/SCL	"	>48" TO SOIL WETNESS	"	"	"	"
		5-48	SBK/SCL	"					
8	LS, 8	0-5	GR/SCL	"	>45" TO SOIL WETNESS	45+	"	"	PS, IV .25GPD/FT^2
		5-45	SBK/SC	FI/SEXP/S/P					

Description	Initial System	Repair System
Available Space (.1945)	US	.3GPD/FT^2
System Type(s)		
Site LTAR	US	.25GPD/FT^2

Other Factors (.1946): _____
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 12/8/2003, W R Marlin
Others Present: Tom Grogan

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

Sheet: 2
Property ID: PO 003-371-04
Lot #: 5 Phase 1
File #: 5446B
Code: 2

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Applicant:
Address: Date Evaluated:
Proposed Facility: Design Flow (.1949): Property Size:
Location of Site: Property Recorded:
Water Supply: [ ] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [ ] Auger 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 (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
9	LS, 8	0-8	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV
		8-24	SBK/SC	FI/SEXP/S/P					.25GPD/FT^2
		24-48	SBKSCL	FR/SEXP/SS/SP					

Description	Initial System	Repair System
Available Space (.1945)		
System Type(s)		
Site LTAR		

Other Factors (.1946): _____
Site Classification (.1948):
Evaluated By:
Others Present:

FILE # 5446B

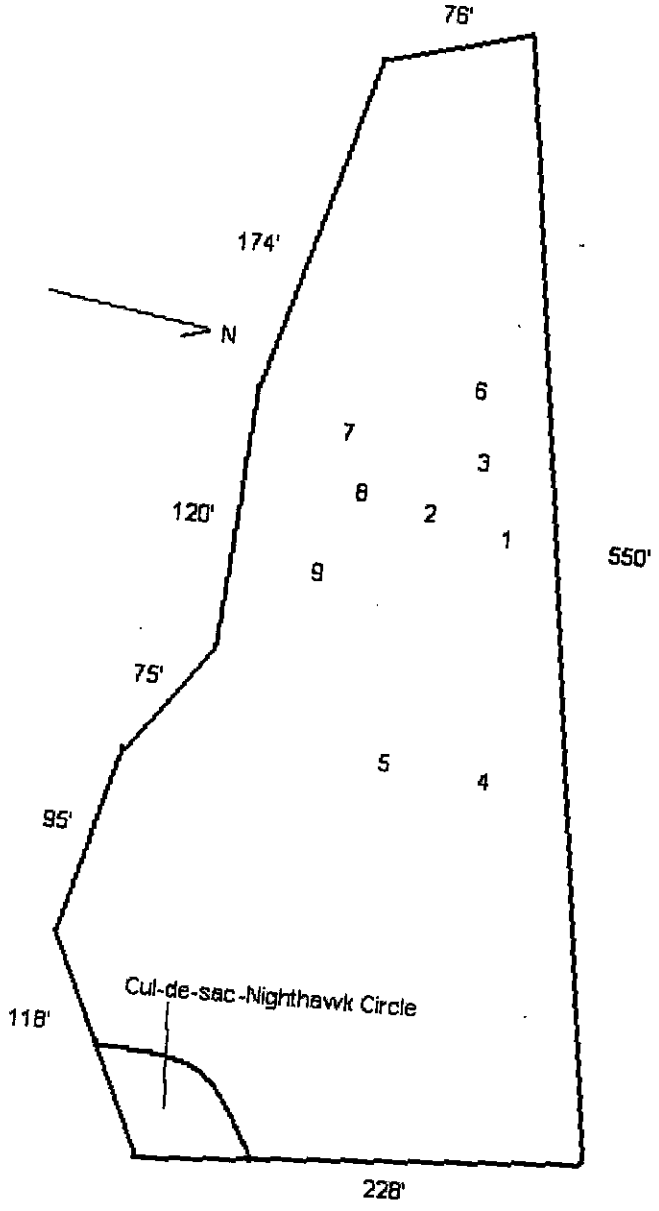
COMMENTS: 100% repair, pump, subsurface diversion probably needed

LANDSCAPE POSITIONS	GROUP	TEXTURES	,1955 LTAR	CONSISTENCE MOIST	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-SLIGHTLY STICKY
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-SLIGHTLY STICKY
CV-CONVEX SLOPE		SIL-SILT LOAM			P-PLASTIC
T-TERRACE		CL-CLAY LOAM			VP-VERY PLASTIC
FP-FLOOD PLAN		SCL-SANDY CLAY LOAM			
		SICL-SILTY CLAY LOAM			
	IV	SIC-SILTY CLAY	0.4 – 0.1		
		C-CLAY			
		SC-SANDY CLAY			

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

MINERALOGY
SLIGHTLY EXPANSIVE

EXPANSIVE



FEE: 200.00
DATE: 11/14/03
JRA Costa

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

1 J 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 #: 5446B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: PO 003-371-04

STREET ADDRESS: NIGHTHAWK CIRCLE

SUBDIVISION OR MOBILE HOME PARK NAME: HOMESTEAD

LOT NUMBER: LOT 5, PHASE 1

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: 4093

NUMBER OF BEDROOMS: 4 | NUMBER OF OCCUPANTS: 3

CLOSING DATE 12/20/03

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:

N/A

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

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:

NAME: (GREENHORN DEVELOPMENT) (LAST) ROBBINS (FIRST) JOHN (MI)

ADDRESS: 1255 ODELL SCHOOL ROAD

CITY: CONCORD STATE: NC ZIP: 28027

DAYTIME PHONE: 704 786-7755

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: GROGAN (LAST), IRA (FIRST) THOMAS (MI) (Tom)

DAYTIME PHONE: (704) 896-1970

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 10/22/03

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: J. Thomas Grogan DATE: 11/14/03

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

VACANT LOT OFFER TO PURCHASE AND CONTRACT

NOTE: This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by a City or County and for which a plat has been recorded in the Office of the Register of Deeds in the county in which the property is located. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2) with the New Construction Addendum (Form 2A3).

PAULA JR MH

I. Thomas Grogan and wife, ~~Pamela~~ W. Grogan, as Buyer, hereby offers to purchase and Greathorn Development, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of near Davidson, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address ~~lot 5, Martingale Circle~~ Night Hawk Cir. Zip 28036
Subdivision Name Homestead MH JR
Plat Reference: Lot 3, Block or Section Phase 1 as shown on
Plat Book or Slide 40 at Page(s) 279 See attached exhibit "A".
NOTE: Prior to signing this Vacant Lot 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. PURCHASE PRICE: The purchase price is $ 145,000 and shall be paid as follows:

(a) $ 5,000, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by Keller Williams 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) $ na, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than na, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(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) $ 140,000, BALANCE of the purchase price in cash at Closing.

3. CONDITIONS: (State N/A in each blank that is not a condition to this contract.)

(a) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other: na loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of na (plus any financed VA Funding Fee or FHA MIP) for a term of na year(s), at an initial interest rate not to exceed na % per annum, with mortgage loan discount points not to exceed na % of the loan amount. Buyer shall apply for said loan within na 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 na 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

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
REALTOR®
EQUAL HOUSING OPPORTUNITY
STANDARD FORM 12-T
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Buyer Initials MH JR Seller Initials JR ____

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of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for residential purposes ("Intended Use").

(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

4. SPECIAL ASSESSMENTS: Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: none

(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 na

5. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are $ 1200 per year.

6. CLOSING EXPENSES: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. 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. 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. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be $ none, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

7. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

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

9. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before 60 days from date of acceptance, at a place designated by Buyer. The deed is to be made to buyer or as directed by buyer.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

10. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered.

Buyer Initials _____ Seller Initials _____

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11. SEWER SYSTEM (check only **ONE**):

☐ Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

☐ Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to its condition.

☒ This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department ("County") for a (check only **ONE**) ☐ conventional or ☒ other ***any type*** ground absorption sewage system for a ***4*** bedroom home. All costs and expenses of obtaining such Permit shall be borne by Buyer, ~~except Seller shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections no later than~~ ***na***. Buyer shall use Buyer's best efforts to obtain such Permit. If the ground absorption sewage system is not permitted, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until ***30 days from date of accept***, ***time being of the essence,*** to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

12. SOIL, WATER, UTILITIES AND ENVIRONMENTAL CONTINGENCY: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) ~~utilities and water are available to the Property,~~ (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until ***30 days from date of acceptance***, ***time being of the essence,*** to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

13. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in Sections 12 and 13 of this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

14. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.) ***see attached Addendum "A".***

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

16. 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.

17. 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.

18. 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.

19. 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.

STANDARD FORM 12-T
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Buyer Initials _____ _____ Seller Initials _____ _____

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20. 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.

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

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 10-28-03 Date: 10/10/03

Buyer J. Thomas Grogan (SEAL) Seller [illegible] PRESIDENT (SEAL)

Date: 10/28/03 Date: _____

Buyer [illegible] (SEAL) 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_____ Firm: _____

By:_____
(Signature)

Selling Agent/Firm/Phone _____ *John Grogan/ Stillwater Realty704-400-9348*
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone _____ *Julie Jones/ Keller Williams Realty/704-235-1302*
Acting as ☒ Seller's (sub)Agent ☐ Dual Agent

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Addendum "A"

1. Buyer acknowledges receiving the Restrictive Covenants (CCR's) and Architectural Guidelines. Any changes in CCR's or Architectural Guidelines after date of contract will be reviewed with Buyer within 10 days of the change. Buyer is assumed to have accepted "as is" the CCR's and Architectural Guidelines (and any subsequent changes communicated in writing) unless written notification to the contrary is provided to Seller within 3 days of contract or within 3 days of written notification of change respectively."

2. Buyer will take title subject to the CCRs and matters shown on the plat. The buyer will review the CCRs and Architectural Guidelines as stated above, but will not unreasonably withhold approval of the CCRs in order to cancel the contract so long as they are substantially as represented by Seller.

3. Buyer acknowledges that taking title to the property includes automatic and obligatory membership in the Homestead Homeowner's Association. Initial dues are estimated at **$1200** per year, but may vary with decisions by the future Board of the Association. Buyer acknowledges the responsibility to participate in the Association and to pay these annual dues on a timely basis.

4. Buyer acknowledges that this contract replaces Buyer's existing lot reservation.

5. Buyer acknowledges that the Homeowner's Association will maintain the private road providing accessing to Shearer Road.

6. Buyer acknowledges that the soils have been tested as to their suitability for septic systems, but Seller has not procured final septic permits and that will be the responsibility of the Buyer. Buyer will apply for septic permit within 7 days of contract date.

7. The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this Contract may be terminated and all earnest monies shall be refunded to Buyer. The cost of the appraisal shall be borne by Buyer. Buyer shall arrange to have the appraisal completed no later than 30 days from date of acceptance.

BUYER: J. Thomas Gray (SEAL) DATE 10/28/03

BUYER: Paula W. Gray (SEAL) DATE 10/28/03

SELLER: [illegible], PRESIDENT (SEAL) DATE 10/10/03

YD FARMHOUSE CLUSTER SUBDIVISIONS

NOTES REQUIRED ON THE RECORDED SUBDIVISION PLAT AND

OPEN TO THE PUBLIC, AND SHALL BE PRIVATELY
OF THE LOTS SHOWN ON THIS PLAT.

Y SHOWN ON THIS PLAT HEREBY IMPOSES TH FOLLOWING
: A REAL COVENANT THAT RUNS WITH THE LAND AND IS
ABLE BY, THE OWNERS ——→ OF THE LOTS SHOWN ON THIS
ABLE BY THE TOWN OF DAVIDSON: "NO LOT SHALL BE
IT LINES MAY BE RELOCATED AS LONG AS NO NEW LOT IS

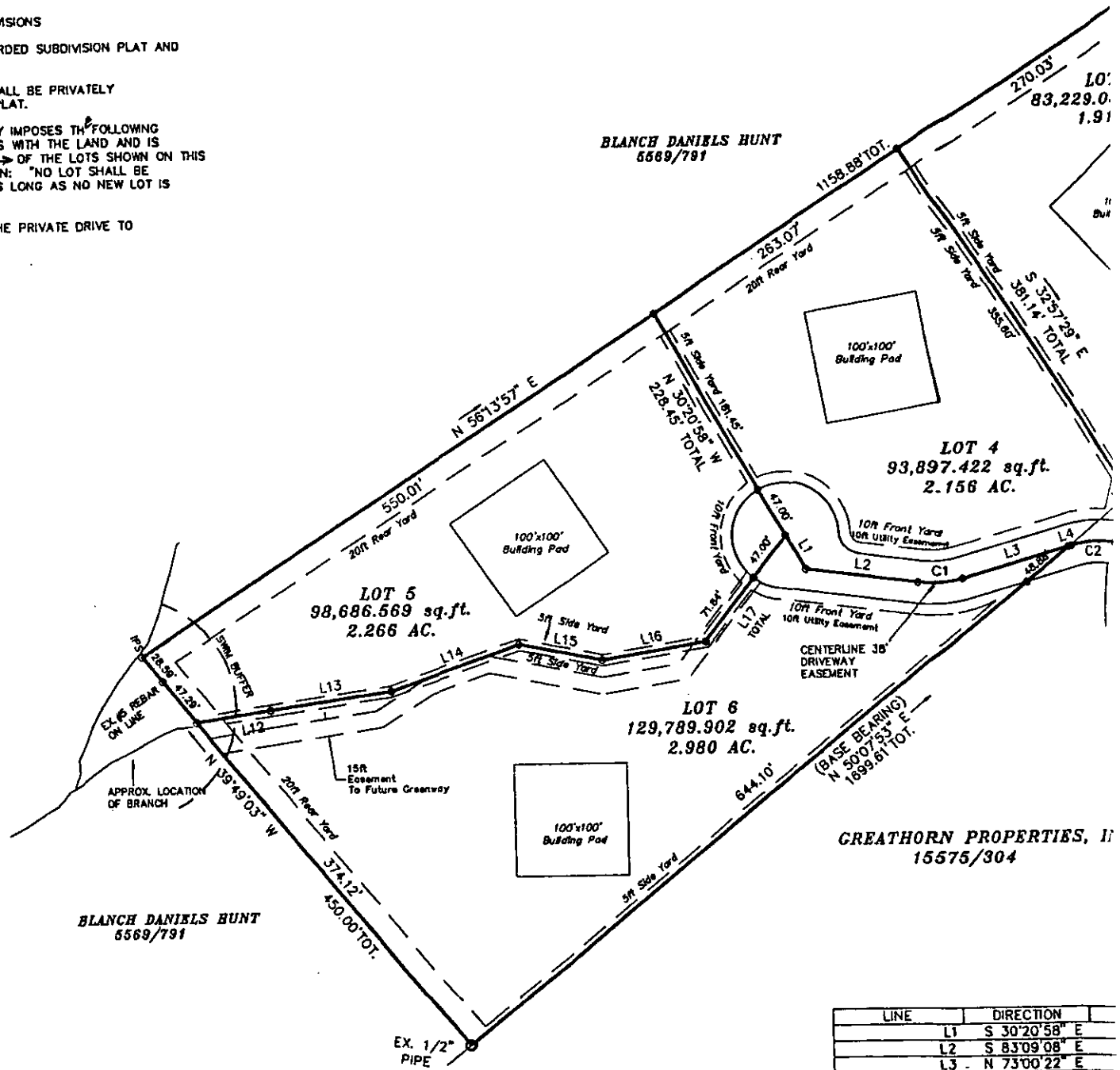
. PROVIDE CONNECTION FROM THE PRIVATE DRIVE TO

Exhibit "A"
Homestead Lot 5, Phase 1

Buyer _____

Buyer _____

Seller _____



LINE	DIRECTION
L1	S 30°20'58" E
L2	S 83°09'08" E
L3	N 73°00'22" E
L4	N 73°00'22" E
L5	S 81°09'39" E
L6	S 56°17'20" W
L7	S 68°00'03" W
L8	S 68°00'03" W
L9	S 37°26'25" W
L10	N 71°31'53" E
L11	N 00°07'36" W
L12	N 80°35'33" E

BLANCHE D. HUNT & GENEVA V. DANIELS