JUN-27-2008 10:30 MECKLENBURG CO GWS 704 336 8654 P.01/02

FILE NUMBER: 6884B Revised On: August 31, 2007 CS APPLICATION NUMBER: 3655

SEPTIC FEE: 700 DATE: 6/30/08 X 42206

MECKLENBURG COUNTY GROUNDWATER & WASTEWATER SERVICES
APPLICATION FOR A RESIDENTIAL SITE IMPROVEMENT PERMIT CONSTRUCTION AUTHORIZATION FOR AN ON-SITE WASTEWATER SYSTEM, NEW WELL INSTALLATION, OR REPAIR OF EXISTING WELL

WELL FEE ___ DATE ___

1. SEPTIC / TYPE APPLICATION: ☐ NONE ☐ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFIED PLOT PLAN

2. WELL / TYPE APPLICATION: ☐ NONE ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

3. JOB LOCATION INFORMATION:
TAX PARCEL NUMBER: 141-261-09
STREET ADDRESS: 9231 MARKSWOOD RD
CITY: CHARLOTTE, NC
STATE: NC ZIP:
SUBDIVISION NAME:
LOT #: 37 LOT SIZE (acres):
TOWNSHIP:
☐ 0-MECKLENBURG ☐ 3-CORNELIUS ☐ 5-HUNTERSVILLE
☑ 1-CHARLOTTE ☐ 4-PINEVILLE ☐ 7-MINT HILL
☐ 2-DAVIDSON ☐ 6-MATTHEWS

4. BUILDING INFORMATION:
BUILDING TYPE:
☐ SINGLE MOBILE HOME ☐ MODULAR HOME
☐ DOUBLE WIDE ☐ MULTIPLE FAMILY
☑ HOUSE ☐ OTHER ___
HEATED SQUARE FOOTAGE: 3000
NUMBER OF BEDROOMS: 5
NUMBER OF OCCUPANTS: 3
FOUNDATION TYPE: CRAWL SPACE
☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☑ CRAWL SPACE ☐ BASEMENT WITHOUT PLUMBING

5. IF PLANNING TO EXPAND OR ALTER THE EXISTING SYSTEM PLEASE COMPLETE THE FOLLOWING SECTION: ☑ N/A
NUMBER OF BEDROOMS TO BE ADDED: ___ NUMBER OF ADDITIONAL OCCUPANTS IN THIS RESIDENCE: ___

6. WATER SUPPLY: ☐ MUNICIPAL ☐ PUBLIC WELL ☐ PRIVATE WELL ☐ SHARED WELL ☐ SPRING
7. PROPOSED USE OF WELL: ☐ N/A ☐ IRRIGATION ☐ POTABLE ☐ GEOTHERMAL ☐ OTHER

8. PLEASE INDICATE AND RANK DESIRED SEPTIC SYSTEM TYPE(S) IN ORDER OF PREFERENCE (1=MOST DESIRED & LEAST DESIRED)
☐ ANY TYPE ☐ CONVENTIONAL ☐ ACCEPTED ☐ INNOVATIVE ☐ ALTERNATIVE ☐ OTHER Mig
8A. RANK: ___ ___ ___ ___ ___ ___

9. DO ANY OF THE FOLLOWING APPLY TO THE PROPERTY IN QUESTION? IF "YES" PLEASE ATTACH SUPPORTING DOCUMENTATION.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES ☑ NO	GRADING/SOIL REMOVAL PROPOSALS	☐ YES ☑ NO
EXISTING WASTEWATER (SEPTIC) SYSTEMS	☐ YES ☑ NO	JURISDICTIONAL WETLANDS	☐ YES ☑ NO
WELLS, SPRINGS, OR WATER LINES	☐ YES ☑ NO	APPROVAL REQUIRED BY ANY OTHER PUBLIC AGENCY	☐ YES ☑ NO
EASEMENTS OR RIGHT-OF-WAYS	☐ YES ☑ NO	WASTEWATER OTHER THAN DOMESTIC SEWAGE	☐ YES ☑ NO

10. PROPERTY OWNER:
NAME: BRANDON HAZZARD
ADDRESS: 1205 SCARLETBANK RD
CITY: CHARLOTTE, NC 28209
STATE: NC ZIP: 28209
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

11. OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:
NAME: GEORGE HOWEL
ADDRESS: 16607 RIVERS EDGE COURT STE
CITY: CHARLOTTE
STATE: NC ZIP: 28277
HOME PHONE: 499 1279 WORK PHONE: 499-1279
MOBILE PHONE: 541-3892 FAX: 227-6143

12. WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? ___
13. WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? ___

14. SEPTIC SYSTEM PERMIT APPLICATION SIGNATURE SECTION:
If the information in this application is falsified, changed, or the site is altered, then the Improvement Permit and Authorization to Construct shall become invalid. I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed. The permit is valid for either 60 months or is non-expiring depending upon the documentation submitted: complete site plan = 60 months, complete plat = non-expiring.

Property Owner's or Owner's Legal Representative Signature Date 6/30/08

15. WELL PERMIT APPLICATION SIGNATURE SECTION:
If the information in this application is falsified, changed, or the site is altered, then the Well Permit shall become invalid. I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed. The permit is valid for a period of 12 months from the date of issuance.

Property Owner's or Owner's Legal Representative Signature Date

☑ SURVEY PLAT TO SCALE SUBMITTED ☐ SCALED SITE PLAN SUBMITTED ☑ UN-SCALED SITE PLAN SUBMITTED

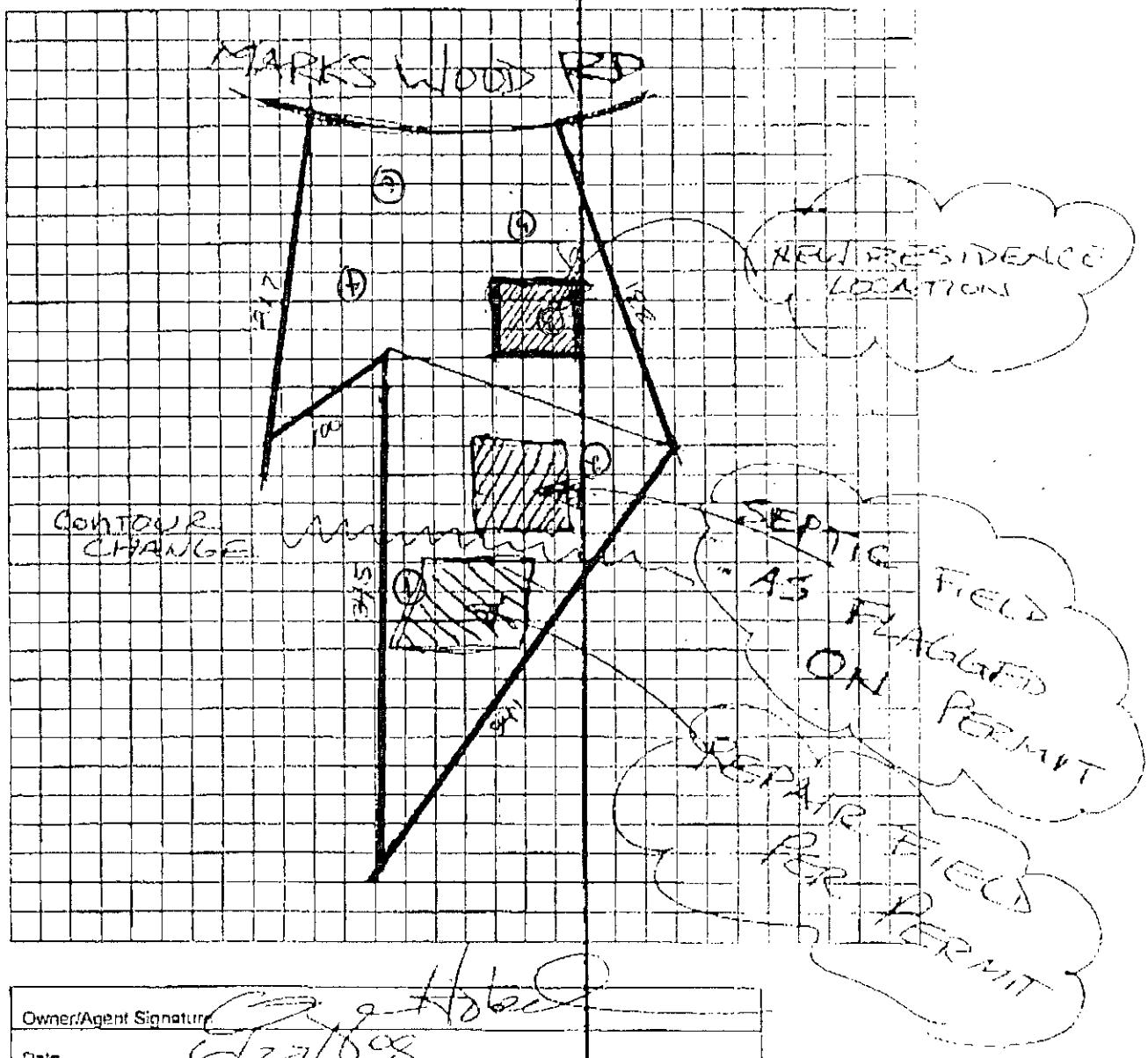
Mecklenburg County
Land Use & Environmental Service Agency
Groundwater & Wastewater Services
700 N. Tryon St., Suite 211
Charlotte, NC 28202
Phone: (704) 336-5108
Fax: (704) 336-6894

File #_____
Date_____

PROPOSED PLOT PLAN

NEW PROPOSED PLOT PLAN

A map showing existing and proposed property lines and easements with dimensions, the location of the single family residence, non-single family residence, or other facility, and appurtenances, the site for the proposed well, and the location of existing or proposed sewer lines and/or sewage disposal systems, surface water bodies, aboveground or underground storage tanks. Name all roads adjoining the property. If this a repair indicate the type of repair.



Owner/Agent Signature	
Date	6/27/08

LBC 12/15/04

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

Sheet: 1 of 2
Property ID: 141-261-09, 07
Lot #: 37
File #: 6884B
AppID: 1730
Code: 1

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: John & Margaret Broome
Applicant: Brandon & Holly Hardie
Address: 1615 Forsythia Circle, Charlotte, N. C. 28208
Date Evaluated: 1/3/07
Proposed Facility: Residence
Design Flow (.1949): 600gpd
Property Size: Approx. 1.6a
Location of Site: Markswood Road
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] 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	b PROFILE FACTORS 1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 5	0-4	GR/SCL	FR/SEXP/SS/SP	>49" TO SOIL WETNESS	49+	N/A	NONE	PS, IV
		4-49	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
2	"	0-5	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	"	"	"
		5-34	SBK/C	FI/SEXP/S/P					
		34-48	SBK/CL	FR/SEXP/SS/SP					
3	LS, 8	0-6	GR/SCL	"	"	"	"	"	"
		6-40	SBK/C	FI/SEXP/S/P					
		40-48	SBK/SC	"					
4	"	0-3	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	PS, IV
		3-25	SBK/C	FI/SEXP/S/P					.325GPD/FT^2
		25-48	SBK/CL	FR/SEXP/SS/SP					
5	"	0-3	GR/SCL	"	>46" TO SOIL WETNESS	46	"	"	PS, IV
		3-38	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
		38-46	SBK/CL	FR/SEXP/SS/SP					
6	"	0-3	GR/SCL	"	"	"	"	"	PS, IV
		3-27	SBK/C	FI/SEXP/S/P					.325GPD/FT^2
		27-46	SBK/CL	FR/SEXP/SS/SP					

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

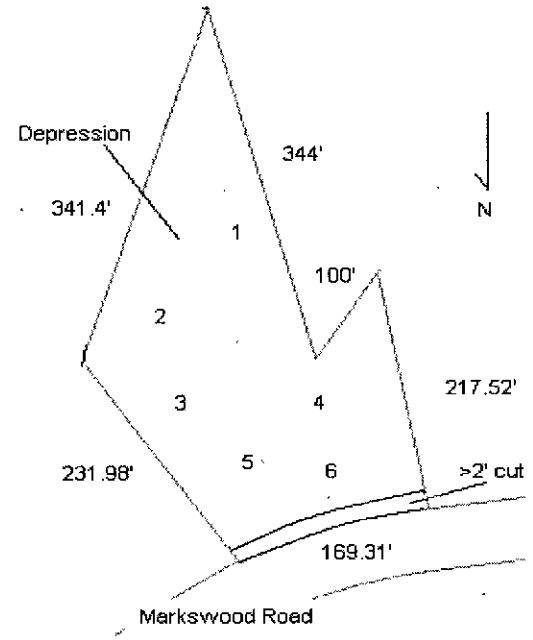
Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 1/5/2007, W. R. Marlin
Others Present:

COMMENTS:
100% repair

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace				
FP-Flood Plain		CL-Clay Loam		
		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



Mecklenburg County Groundwater & Wastewater Services
700 N. Tryon St, Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

NC DENR
Division of Environmental Health
On-Site Wastewater Section

IMPROVEMENT PERMIT for a RESIDENTIAL ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

Permit #: **30003655** GWS File #: **6884B** Tax Parcel #: **141-261-09**

- This 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.

I. This Improvement Permit Shall: Expire in Five (5) Years **Expiration Date (If Applicable):** 7/1/2013

Type of Installation: Residential - Modified Plot Plan Lot Number: 37

Structure Type: HOUSE Size (ft^2): 3000 # Bedrooms: 5 # Occupants: 3

Building Foundation: Crawl Space Water Supply: Municipal

II. Initial System Type: Approved **System Classification:** IIIg

Initial System Specifications:

Design Flow (gpd):	600	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	N/A
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1500	Total Trench Length (ft):	500
Maximum Trench Depth (in):	30	Depth of Media (in):	12	Distribution Device:	Distribution Box		

III. Repair System Type: Approved **System Classification:** IIIg

Repair System Specifications:

Design Flow (gpd):	600	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	N/A
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1500	Total Trench Length (ft):	500
Maximum Trench Depth (in):	30	Depth of Media (in):	12	Distribution Device:	Distribution Box		

IV. Permit Conditions/Comments:

(Please See the Following Page for Permit Conditions.)

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department is issuing an IMPROVEMENT PERMIT for the above referenced property. This permit is being issued in accordance with the *Laws and Rules For Sewage Treatment, and Disposal Systems* and is subject to the following provisions:

- No work shall be conducted on the septic system until an INSTALLATION APPROVAL is granted by the Department.
- The septic system installer shall be a registered septic contractor with Mecklenburg County Health Department.
- The permitted system shall be installed in accordance with the included PLOT PLAN.
- This IMPROVEMENT PERMIT is transferable.

DENR Authorized Agent: Chris Sherrill Owner/Legal Agent: GEORGE HUREL

Print Name

Signature: Signature:

Date Issued: 7/1/2008 7/10/08

Mecklenburg County Groundwater & Wastewater Services
700 N. Tryon St, Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

NC DENR
Division of Environmental Health
On-Site Wastewater Section

IMPROVEMENT PERMIT for a RESIDENTIAL ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

Permit #: **30003655** GWS File #: **6884B**

IV. Permit Conditions/Comments:

- All components of the septic system must be installed in accordance with the required setbacks listed on the corresponding plot plan.
- All components of the septic system must be located at least 100 ft. (50 ft. minimum) from all private wells.
- All waterlines must be located a minimum of 10 ft. from any part of the septic system.

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department is issuing an IMPROVEMENT PERMIT for the above referenced property. This permit is being issued in accordance with the *Laws and Rules For Sewage Treatment and Disposal Systems* and is subject to the following provisions:

- No work shall be conducted on the septic system until an INSTALLATION APPROVAL is granted by the Department.
- The septic system installer shall be a registered septic contractor with Mecklenburg County Health Department.
- The permitted system shall be installed in accordance with the included PLOT PLAN.
- This IMPROVEMENT PERMIT is transferable.

DENR Authorized Agent: Chris Sherrill

Signature: [signature]

Date Issued: 7/1/2008

Owner/Legal Agent: [illegible]
Print Name

Signature: [signature] 7/10/08

6884B

ID 3655

- 1" = 60'
- 5 BR / 600 GPD
- LTAR 0.3 GPD/FT²
- 1500 GAL ST / IIIg GRAVITY 25% REDUCTION
- INSTALL 5 LINES @ 3' x 100' ON CONTOUR
- D BOX DISTRIBUTION
- TYPE IIIg GRAVITY 25% REDUCTION
- REPAIR AREA
- MAINTAIN SETBACKS:
  - >10' FROM PROPERTY LINES
  - >10' FROM PUBLIC WATER LINES
  - >5' FROM FOUNDATION
  - >50' FROM EXISTING WELLS

GRAPHI 1 inch

EXHI
9231 MAR
MAP BOOK 9, PAGE 157
BERRYHILL TOWNSHIP

N/F
ROBERT L. FISHER
DB. 4278, PG. 726
PID: 141-112-12

45' REAR YARD

LOT 37
N/F
MANH QUANG NGUYEN & HANG NHUT DOAN
DB. 23225, PG. 722
PID: 141-112-99

7/1/08

7/10/08

N/F
STEELE CREEK PRESBYTERIAN CHURCH
PID: 141-112-06

S18°35'00"W 345.63'

N/F
BRANDON & HOLLY HARDIE
DB. 21685, PG. 484
PID: 141-112-87
39,324 SQ. FT.
0.77 ACRES

7.5' SIDE YARD

N15°48'25"W 345.63'

1.00 TOTAL ACRES

12'X16' DECK

PROPOSED HARDIE RESIDENCE

PORCH

PARKING AREA

66.7'

S87°28'20"E 201.18'

S35°38'20"W 100.00'

① ② ③ ④ ⑤

3' X 100'
3' X 100'
3' X 100'
3' X 100'
3' X 100'

TYPE IIIg REPAIR AREA

LOT 38
N/F
LAURA MCGINN & JAMES WILLIAM LINDSAY
DB. 10377, PG. 697
PID: 141-261-08

S35°31'40"E 231.78'

LOT 36
N/F
JOHN T. & ANN T. HAWLEY
DB. 4362, PG. 784
PID: 141-261-10

N09°24'39"W 217.52'

50'

WELL

PROPOSED DRIVE

7.5' SIDE YARD

LOT 37
N/F
BRANDON & HOLLY HARDIE
DB. 21685, PG. 881
PID: 141-261-09
36,451 SQ. FT.
0.88 ACRES

40' BUILDING LINE

WATER LINE

L=169.31' R=527.30'

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NC DENR
Division of Environmental Health
On-Site Wastewater Section

INSTALLATION APPROVAL for an ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

File #: 6884B Permit #: _____ Tax Parcel #: 141-261-09

Property Owner: BRANDON HARDIE

Job Location Address: 9231 MARKSWOOD RD.

City: CHARLOTTE State: NC Zip Code: 28208

Installation Approval Issuance Date: 9/4/08

Permission is hereby given to ☑ install ☐ alter ☐ repair an on-site wastewater treatment & and disposal system, with subsurface soil absorption and effluent discharge, as specified herein at the described location. This approval is granted based upon the application information submitted to our office. All work shall be completed on or before 10/6/08, after which date this approval 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 granting this approval. 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 of hereafter owning, controlling or using such system from any liability *resulting from the failure of the system to operate properly.*

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

Permitted Design Flow: 600 GPD

Site LTAR: .3 GPD/ft² (For new installations only.)

Liquid Capacity of Septic Tank: 1500 gallons

Liquid Capacity of Dosing Tank: _____ gallons

Drainfield Design ☐ N/A

Trench Depth: 30 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: 500 feet

# of Lines: 5 @ 100 feet

Depth of Media: 12 inches (Type) INNOVATIVE

Distribution Device: D-BOX

Bed Design *(For Repair Installations ONLY.)* ☑ N/A

Bed Depth: _____ inches

Bed Width: _____ feet

Total line length: _____ feet

# of Lines: _____ @ _____ feet

Depth of Media: _____ inches (Type) _____

Distribution Device: _____

Water Supply Source

☑ Municipal ☐ Private Well ☐ Community Well

☐ Other _____

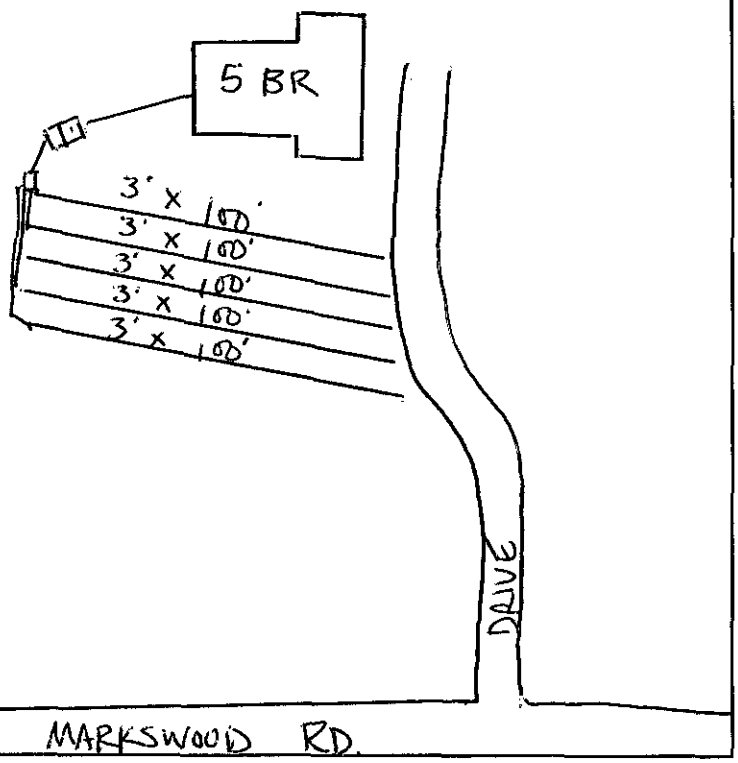
Minimum System Setbacks

Distance from Building Foundation: 5 feet

Distance from Property Line: 10 feet

Distance from Water Supply Source: 10 feet

SKETCH OF SYSTEM LAYOUT
(Proposed Layout)



Comments: System Classification & Type: III g

DENR Authorized Agent: Chris Sherrill, RS, LSS Signature: Christopher M. Sherrill

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Phone: (704) 336-5103 Fax: (704) 336-6894

NC DENR
Division of Environmental Health
On-Site Wastewater Section

OPERATION PERMIT for an ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

File #: 6884B Permit #: _____ Tax Parcel #: 141-261-09

Property Owner: BRANDON HARDIE

Job Location Address: 9231 MARKSWOOD RD.

City: CHARLOTTE State: NC Zip Code: 28278

Operation Permit Issuance Date: 9/9/08 Contractor Name: WT NORWOOD

Permitted Design Flow: 0600 GPD Liquid Capacity of Dosing Tank: — gallons

Liquid Capacity of Septic Tank: 1500 gallons Effluent Pump Model: —

Drainfield Installation ☐ N/A

Trench Depth: 30 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: 500 feet

# of Lines: 5 @ 100 feet

Depth of Media: 12 inches (Type) INFILTRATOR

Depth of Cover: 18 inches

Distribution Device: D-BOX

Inspection Dates

Tank(s) Inspected: 9/9/08

Excavation Inspected: 9/9/08

Pump & Controls Inspected: —

Bed Installation *(For Repair Installations ONLY.)* ☑ N/A

Bed Depth: _____ inches

Bed Width: _____ feet

Total line length: _____ feet

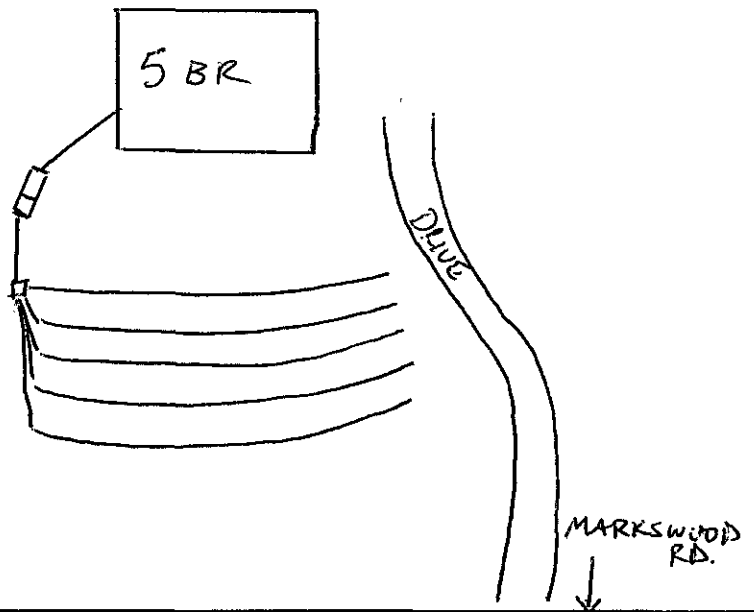
# of Lines: _____ @ _____ feet

Depth of Media: _____ inches (Type) _____

Depth of Cover: _____ inches

Distribution Device: _____

SKETCH OF SYSTEM INSTALLATION
(As-Built Drawing)



Water Supply Source

☑ Municipal ☐ Private Well ☐ Community Well

☐ Other _____

System Installation Setbacks

Distance from Building Foundation: 5 feet

Distance from Property Line: 10 feet

Distance from Water Supply Source: 10 feet

The undersigned has inspected the Septic Tank System described above, and certifies it has been ☑ installed ☐ altered ☐ repaired ☐ as detailed in the plot above ☑ in accordance with the permit issued 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. The issuance of this 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. 1900 in addition to those listed below under "Comments." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the Suspension or Revocation of this permit.

Comments: System Classification & Type: IIIg T24W G NA NA

DENR Authorized Agent: Chris Sherrill, RS, LSS Signature: Chris Sherrill

Mecklenburg County Groundwater & Wastewater Services
700 N. Tryon St., Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

NC DENR
Division of Environmental Health
On-Site Wastewater Section

OPERATION PERMIT for an
ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

File #: 6884B Permit #: _____ Tax Parcel #: 141-261-09

Property Owner: BRANDON HARDIE

Job Location Address: 9231 MARKSWOOD RD.

City: CHARLOTTE State: NC Zip Code: 28278

OPERATION PERMIT CONDITIONS:

I. Performance: System shall perform in accordance with 15A NCAC 18A .1961.

II. Monitoring: System shall be monitored as required by 15A NCAC 18A .1961.

III. Maintenance: Ground absorption sewage treatment and disposal systems shall be checked, and the contents of the septic tank removed, periodically from all compartments, to ensure proper operation of the system. The contents shall be pumped whenever the solids level is found to be more than 1/3 of the liquid depth in any compartment.

IV. Operation: System shall be operated in accordance with 15A NCAC 18A .1961.

System Classification: IIIg

*Operation Permits for Type V and VI systems expire five (5) years from the date of issuance (in accordance with Table V(a)). The system owner must contact GWS six (6) months prior to expiration for permit renewal.

Subsurface system operator required: Yes ☐ No ☑

☐ This type of system requires the system owner to maintain a contract with a certified operator to perform system inspection, maintenance, and reporting as required in 15A NCAC 18A .1961. and Table V(a). The system owner is responsible for all fees associated with these services.

☑ System does not require inspection by GWS on a routine frequency.

☐ System requires inspection by GWS once every five (5) years. The system owner is responsible for all fees associated with the inspection.

☐ System requires inspection by GWS once every three (3) years. The system owner is responsible for all fees associated with the inspection.

☐ System requires inspection by GWS once every twelve (12) months. The system owner is responsible for all fees associated with the inspection.

☐ System requires inspection by GWS once every six (6) months. The system owner is responsible for all fees associated with the inspection.

V. Other:

DENR Authorized Agent: Chris Sherrill, RS, LSS Date: 9/9/08

Signature: Christopher M Sherrill

CLK# 1516 #1730

GWS – RES. APP 07/05

SEPTIC FEE: 200.00
DATE: 12/14/06
CRT [ ] gc

PERMIT APPLICATION FOR A RESIDENTIAL SITE IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATION FOR ON-SITE WASTEWATER SYSTEM NEW WELL INSTALLATION OR REPAIR OF EXISTING WELL MECKLENBURG COUNTY GROUNDWATER & WASTEWATER SERVICES

FILE # 6884B

WELL FEE: _____
DATE: _____
CRT [ ]

SEPTIC / TYPE APPLICATION: ☐ NONE ☑ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFY PLOT PLAN

WELL / TYPE APPLICATION: ☑ NONE ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

JOB LOCATION INFORMATION:

TAX/PARCEL #: 14126109
STREET ADDRESS: Marhswood Rd.
CITY: Charlotte
STATE: NC ZIP: 28209
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #: 37
TOWNSHIP:

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

11-13-06

BUILDING INFORMATION:

TYPE OF BUILDING:

☐ SINGLE MOBILE HOME (S) ☐ MODULAR HOME (M)
☐ DOUBLE WIDE (D) ☐ MULTIPLE FAMILY (U)
☑ HOUSE (H) ☐ OTHER

HEATED SQUARE FOOTAGE: 3,000 Ft²
NUMBER OF BEDROOMS: 5
NUMBER OF OCCUPANTS: 3

FOUNDATION FOR RESIDENCE:

☐ CONCRETE SLAB ☑ BASEMENT WITH PLUMBING
☐ CRAWLSPACE ☐ BASEMENT WITH NO PLUMBING

IF PLANNING TO EXPAND/ALTER THE EXISTING SYSTEM INDICATE THE FOLLOWING CHANGES:

NUMBER OF BEDROOMS TO BE ADDED: NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE:
WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☑ NO TYPE:

WATER SUPPLY:

☑ MUNICIPAL (M) ☐ PUBLIC (C) ☐ PRIVATE WELL (P) ☐ SHARED WELL (S) ☐ OTHER 'SPRINGS' (O)

PROPOSED USE OF WELL: ☑ N/A ☐ IRRIGATION ☐ POTABLE ☐ GEOTHERMAL ☐ OTHER

ARE ANY OF THE FOLLOWING LOCATED ON THE PROPERTY? IF SO, PLEASE SHOW LOCATION ON SITE PLAN/PLAT.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☑ NO	WELLS, SPRINGS, OR WATER LINES	☐ YES	☑ NO
EXISTING WASTEWATER SYSTEMS	☐ YES	☑ NO	DESIGNATED WETLANDS	☐ YES	☑ NO
EASEMENTS OR RIGHT-OF-WAYS	☐ YES	☑ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☑ NO

PROPERTY OWNER:

NAME: John & Margarer Broome
ADDRESS: 1615 Forsythia Circle
CITY: Charlotte
STATE: NC ZIP: 28208
HOME PHONE: 704-399-3212 WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Brandon & Holly Hardie
ADDRESS: 1705-A Scaly bark Rd
CITY: Charlotte
STATE: NC ZIP: 28209
HOME PHONE: 704-533-6689 WORK PHONE:
MOBILE PHONE: 704-807-7192 FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 1-20-2007

*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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Brandon A. Hardie 12-14-06
Owner's/Agent's Signature Date

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

*A Well 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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Brandon A. Hardie 12-14-06
Owner's/Agent's Signature Date

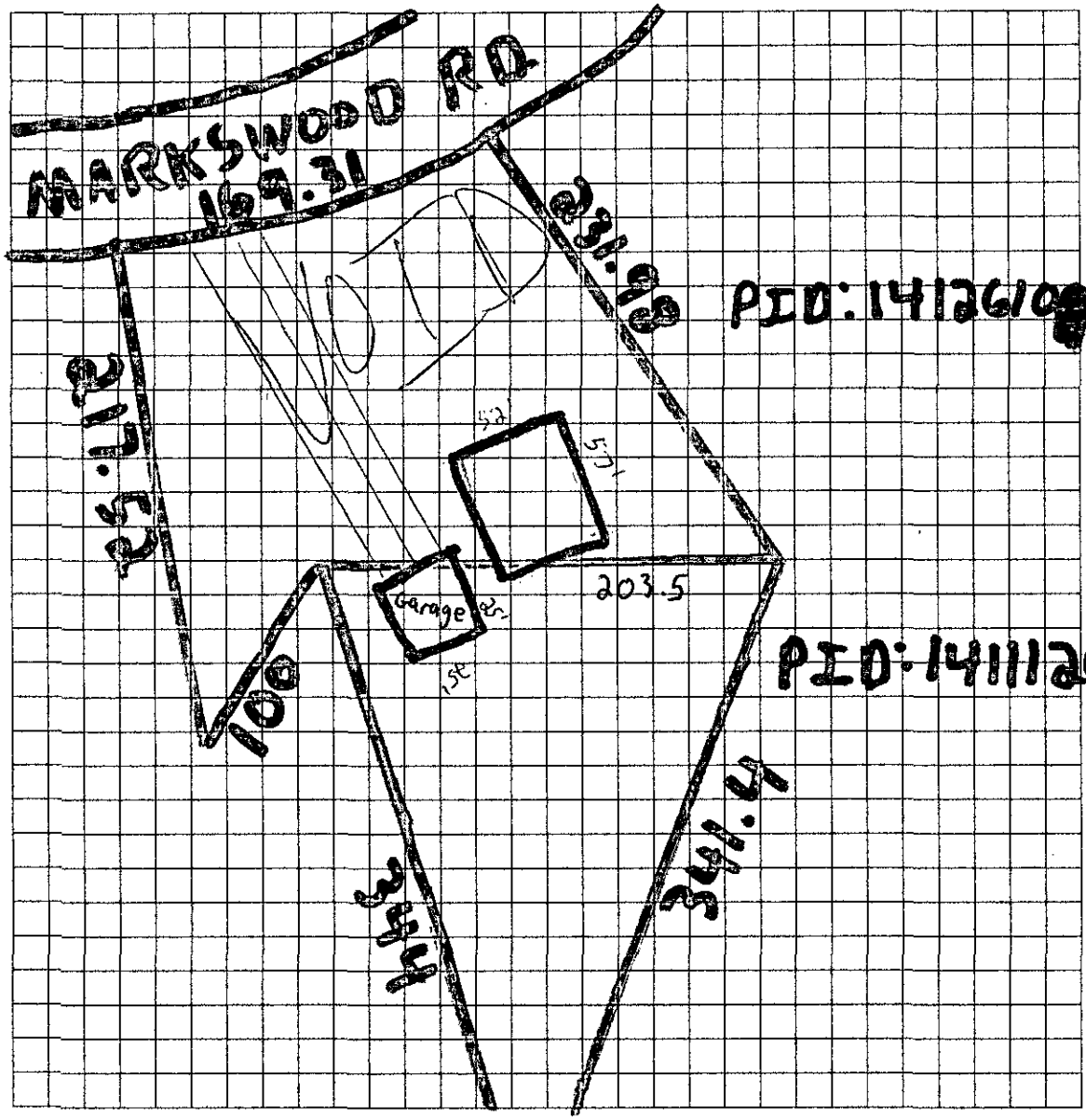
MECKLENBURG COUNTY HEALTH DEPARTMENT
GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202 704-336-5103 / FAX: 704-336-6894

Mecklenburg County
Land Use & Environmental Service Agency
Groundwater & Wastewater Services
700 N. Tryon St., Suite 211
Charlotte, NC 28202
Phone: (704) 336-5103
Fax: (704) 336-6894

File # 6884B
Date

PROPOSED PLOT PLAN

A map showing existing and proposed property lines and easements with dimensions, the location of the single family residence, non-single family residence, or other facility, and appurtenances, the site for the proposed well, and the location of existing or proposed sewer lines and/or sewage disposal systems, surface water bodies, aboveground or underground storage tanks. Name all roads adjoining the property. If this a repair indicate the type of repair.



Owner/Agent Signature Brandon D. Hartlie
Date 12-14-2006

LBC 12/15/04

Mecklenburg County Groundwater & Wastewater Services
700 N. Tryon St, Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

NC DENR
Division of Environmental Health
On-Site Wastewater Section

IMPROVEMENT PERMIT for a RESIDENTIAL ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

Permit #: **30001730** GWS File #: **6884B** Tax Parcel #: **141-261-09**

- This 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.

I. This Improvement Permit Shall: Expire in Five (5) Years **Expiration Date (If Applicable):** 1/8/2012

Type of Installation: Residential - New System Lot Number: 37

Structure Type: HOUSE Size (ft^2): 3000 # Bedrooms: 5 # Occupants: 3

Building Foundation: Basement With-Plumbing Water Supply: Municipal

II. Initial System Type: Approved Accepted **System Classification:** IIIg

Initial System Specifications:

Design Flow (gpd):	600	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	N/A
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1500	Total Trench Length (ft):	500
Maximum Trench Depth (in):	36	Depth of Media (in):	12	Distribution Device:	Distribution Box		

III. Repair System Type: Approved Accepted **System Classification:** IIIg

Repair System Specifications:

Design Flow (gpd):	600	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	N/A
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1500	Total Trench Length (ft):	500
Maximum Trench Depth (in):	36	Depth of Media (in):	12	Distribution Device:	Distribution Box		

IV. Permit Conditions/Comments:

(Please See the Following Page for Permit Conditions.)

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department is issuing an IMPROVEMENT PERMIT for the above referenced property. This permit is being issued in accordance with the *Laws and Rules For Sewage Treatment, and Disposal Systems* and is subject to the following provisions:

- No work shall be conducted on the septic system until an INSTALLATION APPROVAL is granted by the Department.
- The septic system installer shall be a registered septic contractor with Mecklenburg County Health Department.
- The permitted system shall be installed in accordance with the included PLOT PLAN.
- This IMPROVEMENT PERMIT is transferable.

DENR Authorized Agent: Jeremy Michael

Signature: Jeremy Michael

Date Issued: 1/8/2007

Owner/Legal Agent: Brandon O. Hardie
Print Name

Signature: Brandon O. Hardie

Mecklenburg County Groundwater & Wastewater Services
700 N. Tryon St, Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

NC DENR
Division of Environmental Health
On-Site Wastewater Section

IMPROVEMENT PERMIT for a RESIDENTIAL ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

Permit #: **30001730** GWS File #: **6884B**

IV. Permit Conditions/Comments:

- All components of the septic system must be installed in accordance with the required setbacks listed on the corresponding plot plan.
- Maintain proper distance off basement wall with septic tank. 15 feet side slope of basement wall, 25 feet upslope of basement wall.

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department is issuing an IMPROVEMENT PERMIT for the above referenced property. This permit is being issued in accordance with the *Laws and Rules For Sewage Treatment and Disposal Systems* and is subject to the following provisions:

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- The septic system installer shall be a registered septic contractor with Mecklenburg County Health Department.
- The permitted system shall be installed in accordance with the included PLOT PLAN.
- This IMPROVEMENT PERMIT is transferable.

DENR Authorized Agent: Jeremy Michael

Signature: Jeremy Michael

Date Issued: 1/8/2007

Owner/Legal Agent: Brandon D. Hardie
Print Name

Signature: Brandon D. Hardie

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

Sheet: 1 of 2
Property ID: 141-261-09, 07
Lot #: 37
File #: 6884B
AppID: 1730
Code: 1

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: John & Margaret Broome
Applicant: Brandon & Holly Hardie
Address: 1615 Forsythia Circle, Charlotte, N. C. 28208
Date Evaluated: 1/3/07
Proposed Facility: Residence
Design Flow (.1949): 600gpd
Property Size: Approx. 1.6a
Location of Site: Markswood Road
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	SOIL MORPHOLOGY .1941			b PROFILE FACTORS				
	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	.1941 Structure/ Texture	.1941 Consistence Mineralogy	.1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 5	0-4	GR/SCL	FR/SEXP/SS/SP	>49" TO SOIL WETNESS	49+	N/A	NONE	PS, IV .3GPD/FT^2
		4-49	SBK/C	FI/SEXP/S/P					
2	"	0-5	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	"	"	"
		5-34	SBK/C	FI/SEXP/S/P					
		34-48	SBK/CL	FR/SEXP/SS/SP					
3	LS, 8	0-6	GR/SCL	"	"	"	"	"	"
		6-40	SBK/C	FI/SEXP/S/P					
		40-48	SBK/SC	"					
4	"	0-3	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	PS, IV .325GPD/FT^2
		3-25	SBK/C	FI/SEXP/S/P					
		25-48	SBK/CL	FR/SEXP/SS/SP					
5	"	0-3	GR/SCL	"	>46" TO SOIL WETNESS	46	"	"	PS, IV .3GPD/FT^2
		3-38	SBK/C	FI/SEXP/S/P					
		38-46	SBK/CL	FR/SEXP/SS/SP					
6	"	0-3	GR/SCL	"	"	"	"	"	PS, IV .325GPD/FT^2
		3-27	SBK/C	FI/SEXP/S/P					
		27-46	SBK/CL	FR/SEXP/SS/SP					

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

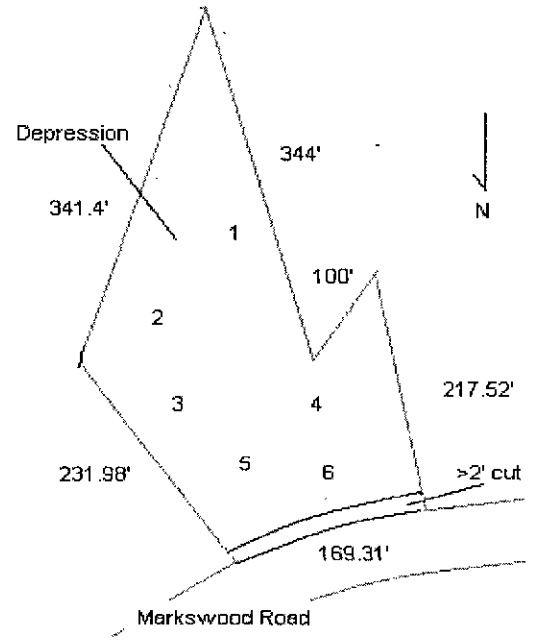
Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 1/5/2007, W.R. Marlin
Others Present:

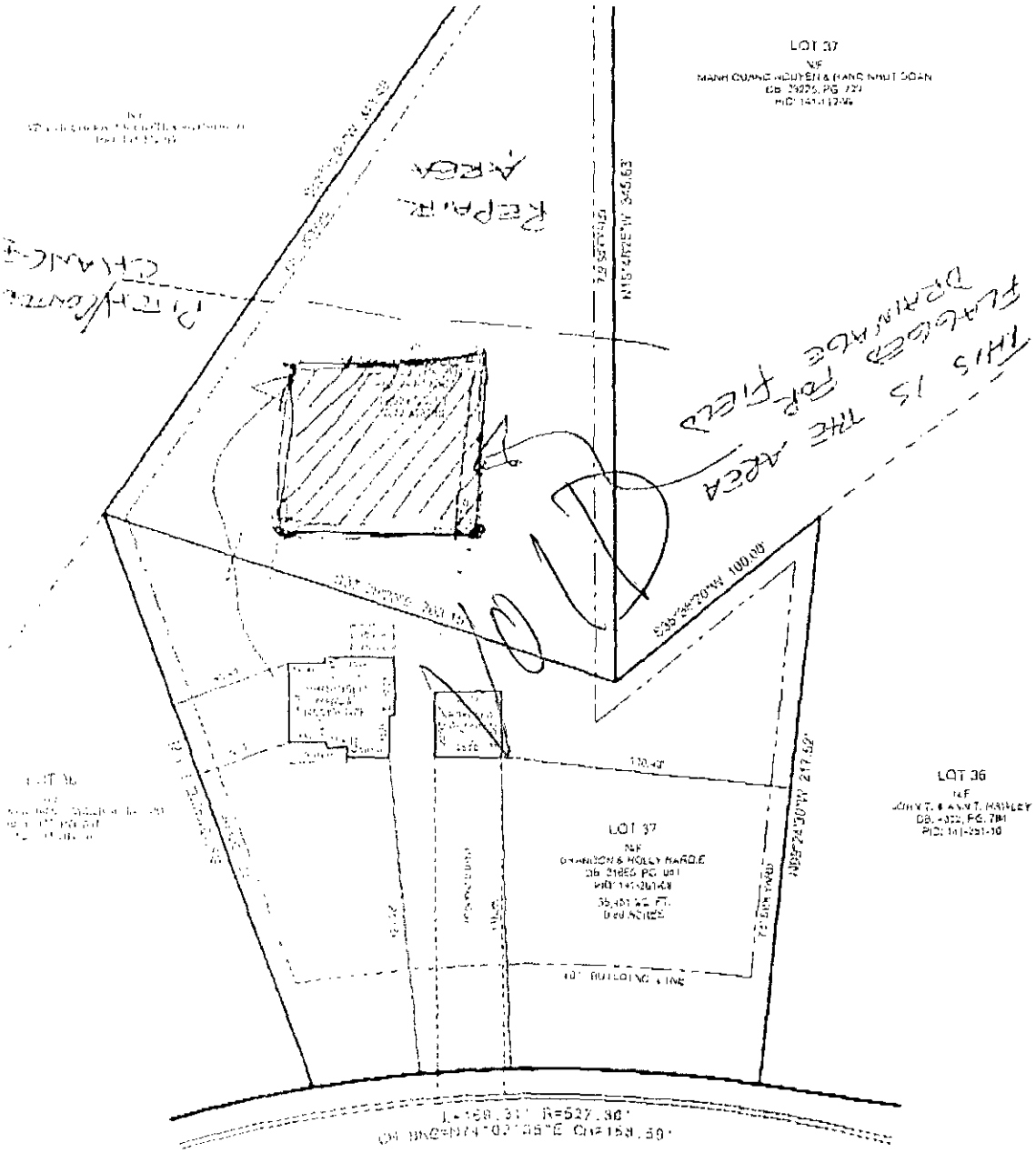
COMMENTS:
100% repair

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace				
FP-Flood Plain		CL-Clay Loam		
		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations





NEW - Proposed
Plot Plan

PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

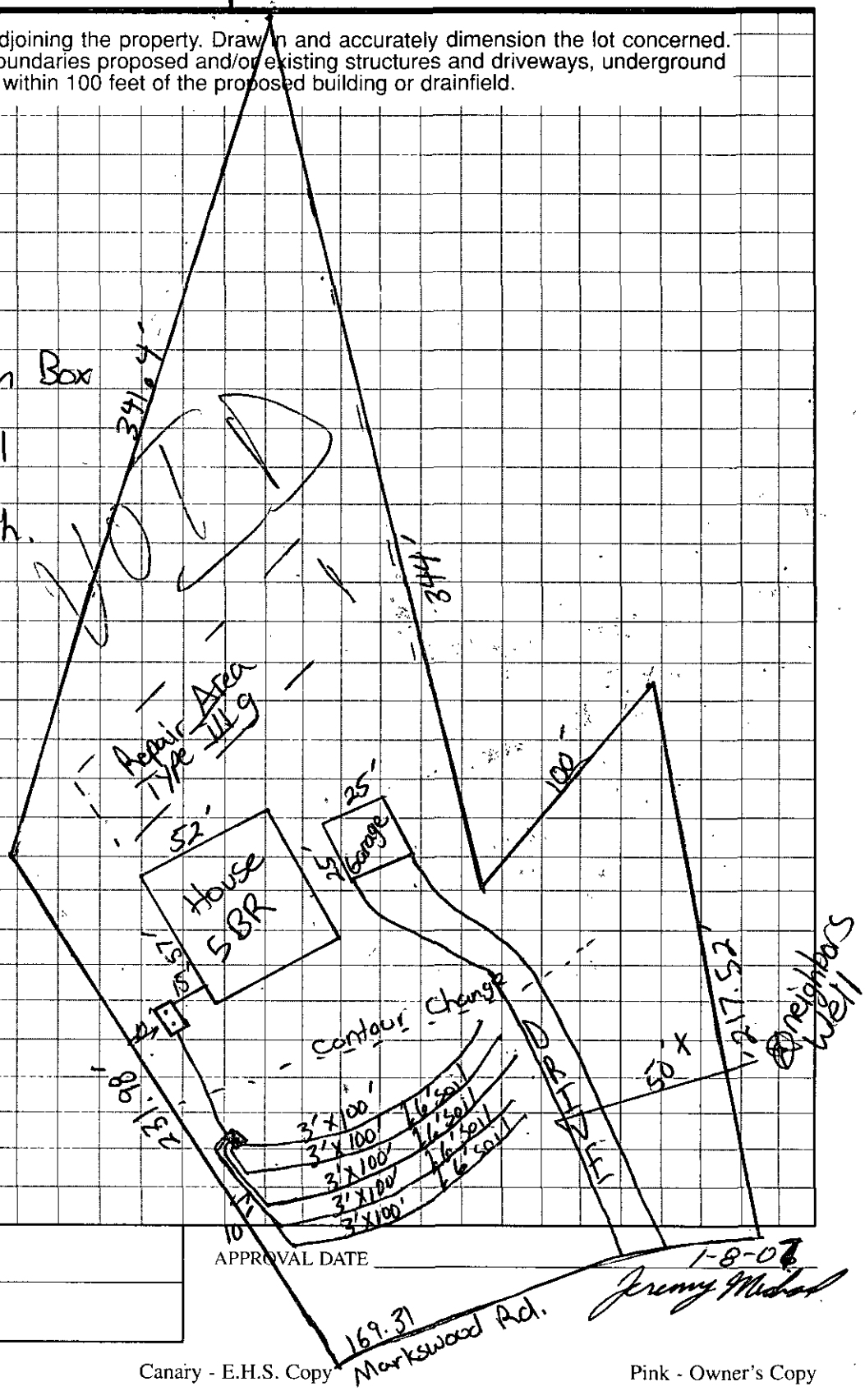
FILE: 6884B

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.

Appox: 1" = 60'

5 Bedroom LTAR . 3
25% Reduction
5 lines @ 100'
Gravity to Distribution Box
Feed Lines Equal
Install Drain lines level
with contour of land,
36" Max Trench Depth.



J Brandon N. Hoyle
OWNER/AGENT SIGNATURE

DATE 1-10-2007

APPROVAL DATE 1-8-07

Jeremy Mishoe

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

PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

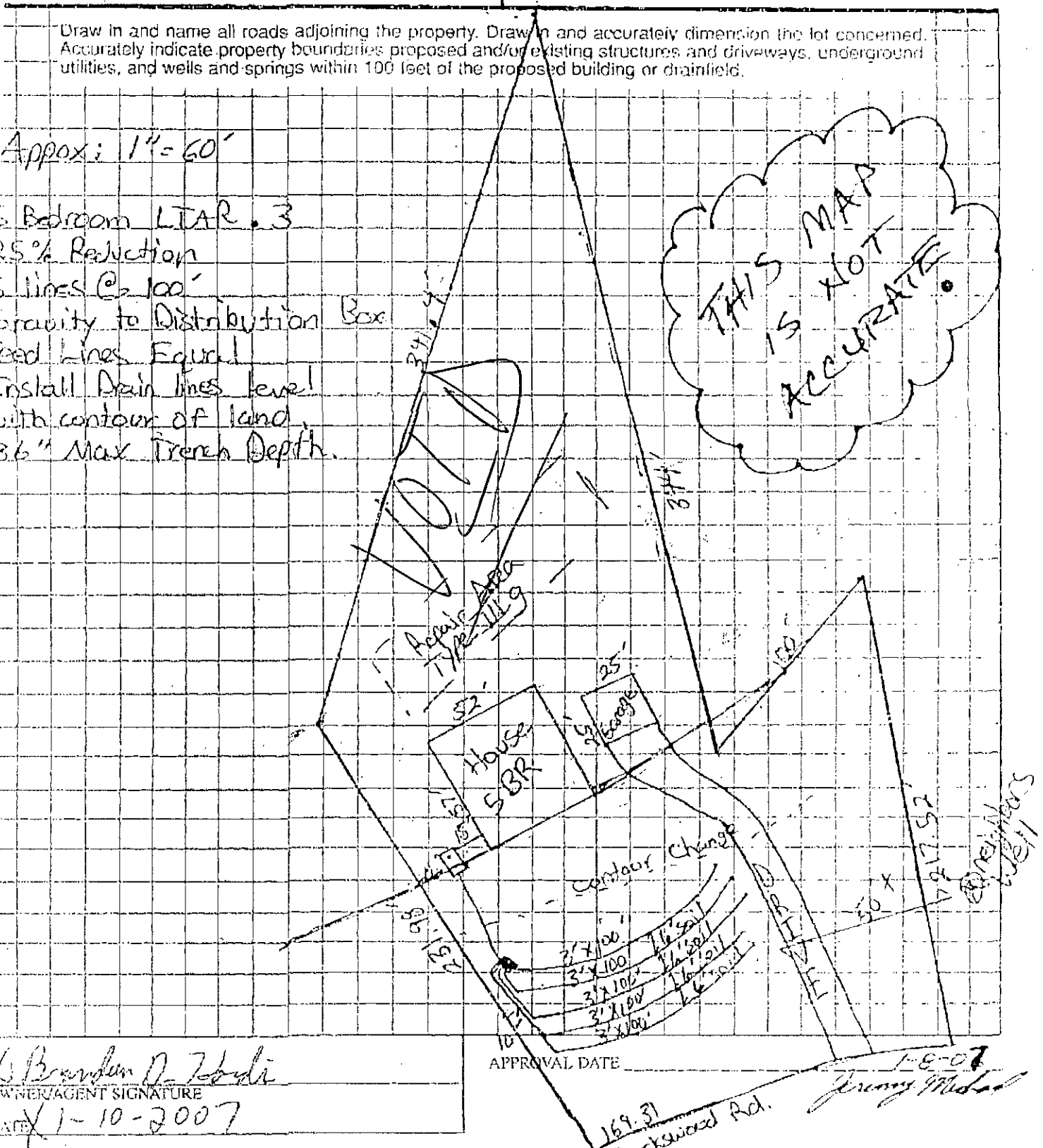
FILE: 68848

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.

Approx: 1" = 60'

3 Bedroom LTAR .3
35% Reduction
3 lines @ 100'
Gravity to Distribution Box
Feed Lines Equal
Install Drain lines level with contour of land
36" Max Trench Depth.



X Brandon D Tardi
OWNER/AGENT SIGNATURE

DATE 1-10-2007

APPROVAL DATE 1-8-08

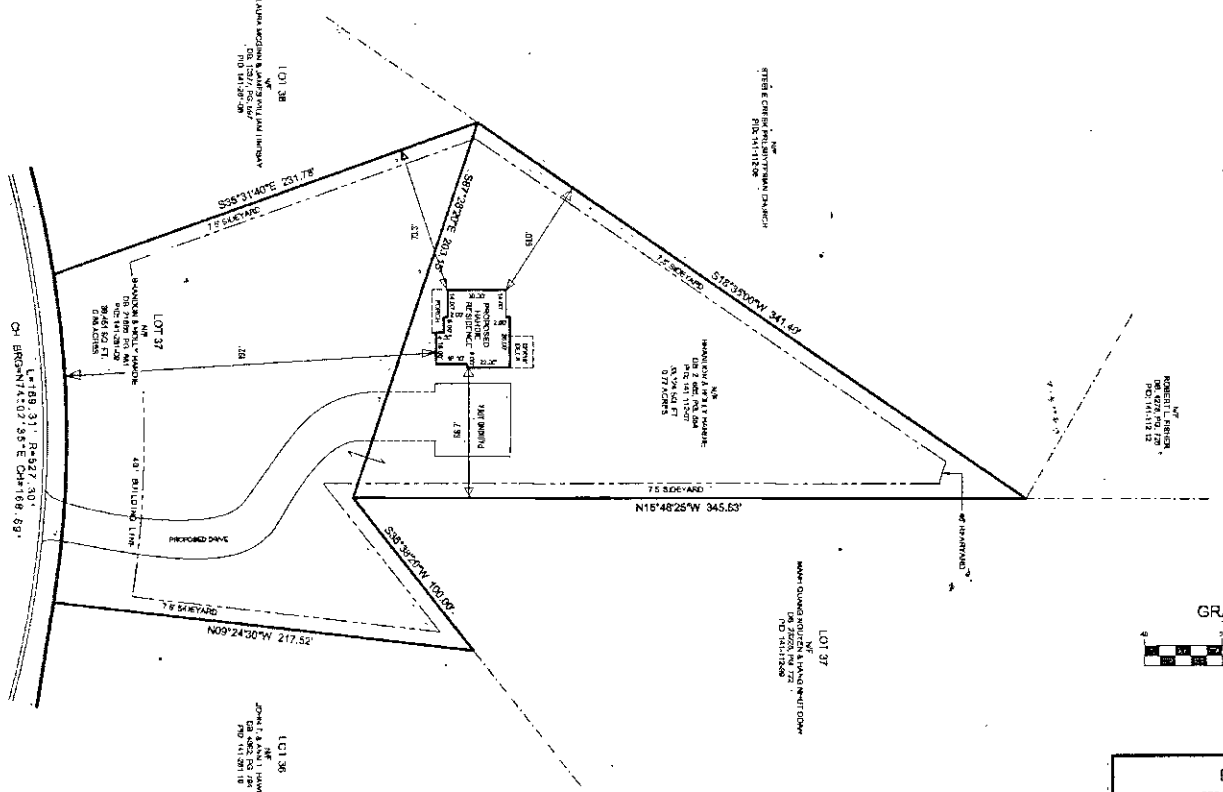
EXHIBIT MAP

MARKSWOOD SUBDIVISION
MAP BOOK 9, PAGE 157
LOT 37 & 0.76 ACRE TRACT
1.65 TOTAL ACRES

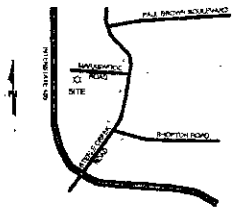
LEGEND

These standard symbols will be found in the drawing

- FOUND OR SET REBAR
- LANDMARK TIE (AS NOTED)
- CURB & GUTTER
- LINES NOT SURVEYED







VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE

1 inch = 40 ft.

REV: 8/20/08 MOVED HOUSE BACK & CENTERED BETWEEN SIDELINES
REV: 9/18/08 MOVED HOUSE BACK & RIGHT, MOVED DRIVE R ON T AND BACK.
REV: 9/19/08 ELIMINATED GARAGE, MOVED HOUSE BACK & RIGHT.

EXHIBIT MAP

9231 MARKSWOOD ROAD
MAP BOOK 9, PAGE 157, LOT 37 & 0.76 ACRE TRACT
BERRYHILL TOWNSHIP MECKLENBURG COUNTY
NORTH CAROLINA

PREPARED FOR
STRUCTURES OF INTEGRITY

SUMMIT LAND SURVEYING COMPANY
16716 WEST CATAWBA AVENUE
SUITE 400
CORNELIUS, NORTH CAROLINA 28031
(704) 895-0855

DRAWN BY: JET	REV: JUNE 18, 2008	SHEET NO.
DATE: JUNE 17, 2008	JOB NO. 08-0348	
SCALE: 1" = 40'	DWG NO. B - 381	

C21 Southern Comfort Realty
2905 Queen City Dr
Suite B
Charlotte, N.C. 28208
Phone: 704-940-1724, Fax: 704-940-1729

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. It should not be used to sell subdivided property that has not been platted, properly approved and recorded with the register of deeds as of the date of the contract. 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-T) with the New Construction Addendum (Form 2A3-T).

Brandon Hardie
Holly Hardie

as Buyer, hereby offers to purchase and

Margaret Broome

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 Charlotte, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address PID#141-261-09 Zip 28208
Subdivision Name None
Plat Reference: Lot L37, Block or Section M9-157 as shown on
Plat Book or Slide n/a at Page(s) n/a (Property acquired by Seller in Deed
Book 02133 at Page 202).
☒ All ☐ A portion of the property in Deed Reference: Book 02133 Page No. 202, Mecklenburg County
NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, 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 $ 40000 and shall be paid as follows:

(a) $ 500, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: n/a to be deposited and held in escrow by Exit Realty South ("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 refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture 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) $ 0, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than 0, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) $ 0, OPTION FEE in accordance with paragraph 11, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert $0, N/A, or leave blank).

(d) $ 0, 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.

(e) $ 0, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) $ 39500, 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 ☐ Conventional ☒ Other: Cash

loan at a Fixed Rate Adjustable Rate in the principal amount of n/a for a term of n/a year(s), at an initial interest rate not to exceed n/a % per annum, with mortgage loan discount points not to exceed n/a % of the loan amount. Buyer shall apply for said loan within n/a 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.

(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 noted

(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:
None noted

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 $ 0 per 0 .

6. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, title search, title insurance, 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. Seller shall pay at Closing $ 0 toward any of Buyer's expenses associated with the purchase of the Property, 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 ~~January 10, 2007~~ JANUARY 20, 2007 at a place designated by Buyer. The deed is to be made to Brandon and Holly Hardie .
HH HH 12/3/06 MB 12-2-06
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.

11. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives):

☒ **ALTERNATIVE 1:**

(a) 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 waives this condition unless Buyer provides written notice to Seller by ~~December 20, 2006~~ JANUARY 10, 2007 that this condition cannot be satisfied, **time being of the essence.**

(b) Sewer System (check only ONE): MB 12-12-06 BHH 12/13/06

☐ 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.

☐ Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by n/a that this condition cannot be satisfied, time being of the essence.

☒ This contract is contingent upon ☒ Buyer ☐ Seller ("Responsible Party") obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) ☒ conventional or ☐ other n/a ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than 21 days from acceptance, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained by 28 days from acceptance (date), either party may terminate this Contract and the Eanest Money Deposit shall be refunded to Buyer.

☐ Buyer has investigated and approved the availability, costs and expenses to connect to a ☐ public or ☐ community sewer system.

(c) Appraisal Contingency: 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. If this contract is not subject to a financing contingency requiring an apraisal, Buyer shall arrange to have the appraisal completed on or before N/A. The cost of the appraisal shall be borne by Buyer.

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

☐ **ALTERNATIVE 2:** *This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)*

(a) Property Investigation with Option to Terminate: In consideration of the sum set forth in paragraph 2(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on n/a, *time being of the essence* (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, *time being of the essence,* this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraph 3. The Option Fee is not refundable, is not part of any earnest monies, and will be credited to the purchase price at Closing.

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

12. 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 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.

13. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

MARKSWOOD ROAD DEED RESTRICTIONS

MB 12-12-06 BHH MB 12/13/06

Buyer responsible for all cost,fees,and expenses associated with approval and construction relating to in ground water or wastewater systems. Buyer to obtain approval from seller or sellers agent prior to performing any grading or clearing on the property. contract is contingent on PID# 141-112-07 being able to close at the same time as PID#141-261-09.

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

BUYER Brandon D. Hardie DATE 11-28-2006 (SEAL)
Brandon Hardie

BUYER Holly Hardie DATE 11/28/06 (SEAL)
Holly Hardie

BUYER _____ DATE _____ (SEAL)

SELLER Margaret Broome DATE 12-2-06 (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: Century 21 Southern Comfort Realty Inc.

By: _____
(Signature)

Selling Agent/Firm/Phone Bill Bessett/Century 21 Southern Comfort Realty Inc./704-307-1906

Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent
Individual license #: 227571

Listing Agent/Firm/Phone J. Barrett Walters / EXIT Realty South / 704-602-9905
Acting as ☐ Seller's (sub)Agent ☐ Dual Agent
Individual license #: NC 234104 - Broker

C21 Southern Comfort Realty
2905 Queen City Dr
Suite B
Charlotte, N.C. 28208
Phone: 704-940-1724, Fax: 704-940-1729

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. It *should not be used to sell subdivided property that has not been platted, properly approved and recorded with the register of deeds as of* the date of the contract. 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-T) with the New Construction Addendum (Form 2A3-T).

Brandon Hardie
Holly Hardie

as Buyer, hereby offers to purchase and

Steele Marks

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 Harrisburg, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address PID#141-112-07 Zip 28217
Subdivision Name None
Plat Reference: Lot Off Steele Creek Rd., Block or Section n/a as shown on
Plat Book or Slide n/a at Page(s) n/a (Property acquired by Seller in Deed
Book 7406 at Page 922).
☒ All ☐ A portion of the property in Deed Reference: Book 7406 Page No. 922, Mecklenburg County
NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, 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 $ ~~7000~~ 6500.00 SM 12-12-06 and shall be paid as follows:

(a) $ 500, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: n/a to be deposited and held in escrow by Exit Realty South ("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 refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture 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. SM 12-12-06 HH BM 12/13/06

(b) $ 0, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than 0, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) $ 0, OPTION FEE in accordance with paragraph 11, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert $0, N/A, or leave blank).

(d) $ 0, 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.

(e) $ 0, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) $ ~~6500~~ 6000.00, 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 ☐ Conventional ☒ Other: cash

loan at a Fixed Rate Adjustable Rate in the principal amount of n/a for a term of n/a year(s), at an initial interest rate not to exceed n/a % per annum, with mortgage loan discount points not to exceed n/a % of the loan amount. Buyer shall apply for said loan within n/a 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.

(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:
None noted

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 $ 0 per 0.

6. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, title search, title insurance, 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. Seller shall pay at Closing $ 0 toward any of Buyer's expenses associated with the purchase of the Property, 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. [illegible] [illegible] 12/13/06

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 January 10, 2007 [illegible] 12-12-06, at a place designated by Buyer. The deed is to be made to Brandon and Holly Hardie 20.

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.

11. **PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives):**

☒ **ALTERNATIVE 1:**

(a) 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 waives this condition unless Buyer provides written notice to Seller by ~~December 20, 2006~~ JANUARY 10,2007 that this condition cannot be satisfied, **time being of the essence.** 12-12-06 12/13/06

(b) 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.

☐ Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by n/a that this condition cannot be satisfied, **time being of the essence.**

☒ This contract is contingent upon ☒ Buyer ☐ Seller ("Responsible Party") obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) ☒ conventional or ☐ other n/a ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than 21 Days from acceptance, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained by 28 Days from acceptance (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

☐ Buyer has investigated and approved the availability, costs and expenses to connect to a ☐ public or ☐ community sewer system.

(c) Appraisal Contingency: 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. If this contract is not subject to a financing contingency requiring an apraisal, Buyer shall arrange to have the appraisal completed on or before n/a. The cost of the appraisal shall be borne by Buyer.

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

☐ **ALTERNATIVE 2:** *This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)*

(a) Property Investigation with Option to Terminate: In consideration of the sum set forth in paragraph 2(c) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on n/a, *time being of the essence* (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, *time being of the essence*, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraph 3. The Option Fee is not refundable, is not part of any earnest monies, and will be credited to the purchase price at Closing.

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

12. 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 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.

13. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

ADDENDUM "A" ; MARKSWOOD ROAD DEED RESTRICTIONS 12-12-06 12/13/06

Buyer responsible for all cost,fees, and expences associated with approval and construction relating to in ground water or wastewater systems. Buyer to obtain approval from seller or sellers agent prior to performing any grading or clearing on the property. Contract is contingent on PID#14111207 being able to close at the same time.

14. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.

BUYER Brandon D. Hardie DATE 11-28-2006 (SEAL)
Brandon Hardie

BUYER Holly Hardie DATE 11/28/06 (SEAL)
Holly Hardie

BUYER _____ DATE _____ (SEAL)

SELLER Stephen P. Marks DATE 12-2-06 (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: Century 21 Southern Comfort Realty Inc

By: _____
(Signature)

Selling Agent/Firm/Phone Bill Bessett/Century 21 Southern Comfort Realty INc./704-307-1906

Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent
Individual license #: 227571

Listing Agent/Firm/Phone J. Barrett Walters / EXIT South Realty / 704-
Acting as ☐ Seller's (sub)Agent ☐ Dual Agent
Individual license #: NC Broker # 234104

STRUCTURES OF INTEGRITY
DESIGN BUILD REMODEL

George Hobel
Structures of Integrity, LLC
16607 Riverstone Way, Suite 200
Charlotte, NC 28277

June 27, 2008

Jeremy Michael
Mecklenburg County Wastewater Services
Charlotte, NC

Dear Jeremy,

On January 8th of 2007, there was issued a permit for a septic field for a new residence at 9231 Markswood Rd, Lot 37. As the builder, we have begun to locate the house within the setbacks of the lot while keeping clear of the flagged area for the septic field. Our surveyor has determined that in order to build the house, we will have to set it in front of the proposed septic field rather than behind it as shown on your original sketch. There is plenty of room, and it will free up more space in the rear for the repair field. Please review the new proposed plot plan and call me at 704-499-1279.

Thank you for your consideration

George Hobel

FEE: 200.00
DATE: 7/9/2008

CONSTRUCTION AUTHORIZATION FOR AN ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

MECKLENBURG COUNTY
GROUNDWATER & WASTEWATER SERVICES

FILE NUMBER: 6884B

PERMIT NUMBER: 30003655

PARCEL NUMBER: 14126109

JOB LOCATION INFORMATION

ADDRESS: 9231 MARKSWOOD RD

CITY: CHARLOTTE **STATE: NC** **ZIP:** 28278

ISSUED TO: BRANDON HARDIE

CONSTRUCTION AUTHORIZATION ISSUANCE DATE: 7/9/2008

CONSTRUCTION AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 30003655, 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 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 THE 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 CONSTRUCTION AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. THIS CONSTRUCTION AUTHORIZATION AS PROVIDED IN G.S. 130A-335(f) AND G.S. 130A-336(b) SHALL BE VALID FOR A PERIOD EQUAL TO THE VALIDITY OF THE IMPROVEMENT PERMIT, NOT TO EXCEED 60 MONTHS.
   *CONSTRUCTION AUTHORIZATION EXPIRATION DATE: 7/1/2013

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	06/30/08	**Amount:**	100.00
Receipt #:	57994	**Tendered:**	0.00
Check / Auth #:	CHARGE	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #: X42006
Contractor: STRUCTURES OF INTEGRITY LLC
Attn:
Address: P O BOX 1417
Address: (585 N POLK ST)
City/State/Zip: PINEVILLE, NC 28134

Item	Description	Permit#	Quantity	Unit Price	Total Price
0704	Change in Plot Plan 9231 Markswood Rd/file 6884B		1	100.00	100.00

Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
100.00					

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	01/10/07	**Amount:**	150.00
Receipt #:	47525	**Tendered:**	150.00
Check / Auth #:	CHECK 1518	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #: 200000
Contractor: HARDIE HOLLY SAUNDERS
Attn:
Address: 1205 SCALEYBARK RD, APT A
Address:
City/State/Zip: CHARLOTTE, NC 28209

Item	Description	Permit#	Quantity	Unit Price	Total Price
0734	Auth for Waste Wtr Sys Constr LOT 37 MARKSWOOD RD/FILE 6884B		1	150.00	150.00

Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
~~20.00~~	~~10.00~~				

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	01/10/07	**Amount:**	150.00
Receipt #:	47526	**Tendered:**	150.00
Check / Auth #:	CHECK 1518	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #: 200000
Contractor: HARDIE HOLLY SAUNDERS
Attn:
Address: 1205 SCALEYBARK RD., APT A
Address:
City/State/Zip: CHARLOTTE, NC 28209

Item	Description	Permit#	Quantity	Unit Price	Total Price
0703	Installation/Final Approval LOT 37 MARKSWOOD RD/FILE 6884B		1	150.00	150.00

Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
~~30.00~~	~~10.00~~				

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	07/09/08	**Amount:**	200.00
Receipt #:	58125	**Tendered:**	0.00
Check / Auth #:	CHARGE	**Returned:**	0.00
Received By:	GLADNAG		

Account Information

Account #: X42006
Contractor: STRUCTURES OF INTEGRITY LLC
Attn:
Address: P O BOX 1417
Address: (585 N POLK ST)
City/State/Zip: PINEVILLE, NC 28134

Item	Description	Permit#	Quantity	Unit Price	Total Price
0734	Auth for Waste Wtr Sys Constr 9231 MARKSWOOD RD		1	200.00	200.00

----------Outstanding Balances----------

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
200.00	100.00				

Cust Ledger Entries

Posting Date:	07/16/08	Remaining Amt:	0.00
Doc Type:	Credit Memo	Due Date:	07/16/08
Doc/Check No:	CM13270	Applies To Doc Type:	Invoice
Cust No:	X42006	Applies To Doc No:	58125
Description:	Credit Memo CM13270	Open:	No
Trans No:	892478	User ID:	CRAIGGY
ID Pmt/Proj/MiscF:		Source Code:	SALES
Trans Date:	07/16/08	Office Location:	ENH
Trans Time:	9:43:58 AM	Journal Batch Name:	
Trans Remarks:	Auth Waste Wtr Sys Constr Adj	Payment Method Code:	
Trans Comments:	ALL FEES PREVIOUSLY PAID	Trans User ID:	
Closed By Amount:	0.00	Trans Batch:	0
Closed By Entry No.:	0	Entry No:	1779557
Amount:	-200.00		

File #: 6884B
Date: 9/9/08
Inspected By: CMS

Final Inspection Check List

Septic Tank

Tank construction PCC

Septic tank installed in correct orientation and is level? Yes ☑ No ☐

Septic tank is in good condition with no visible defects or leaks? Yes ☑ No ☐

Septic tank stamped with appropriate markings? Yes ☑ No ☐

Id Number: STB-112 Date: 1/28/08 Size: 1500 Gallons

Lids present and in good condition? Yes ☑ No ☐

Tank air vent unobstructed? Yes ☑ No ☐

Baffle wall with 4" opening unobstructed? Yes ☑ No ☐

Effluent filter installed correctly in tank? Yes ☑ No ☐

Outlet pipe has a watertight seal with cast in place boot and clamp? Yes ☑ No ☐

1/8" per ft. of fall on outlet pipe? Yes ☑ No ☐

Risers used appropriately if required? Yes ☑ No ☐

Pump Tank (If Applicable)

Pump tank installed with riser above grade and is level? Yes ☐ No ☐

Pump tank is in good condition with no visible defects or leaks? Yes ☐ No ☐

Inlet pipe properly sealed/grouted? Yes ☐ No ☐

Discharge pipe properly sealed/grouted? Yes ☐ No ☐

Pump tank stamped with appropriate markings? Yes ☐ No ☐

Id Number: _____ Date: _____ Size: _____ Gallons

Lids present and in good condition? Yes ☐ No ☐

Pump installed in tank? Yes ☐ No ☐

Pump Make _____ Model _____

Control floats installed correctly? Yes ☐ No ☐

Check valve installed correctly? Yes ☐ No ☐

Gate valve installed on discharge piping? Yes ☐ No ☐

Discharge pipe size? _____ in.

Nema 4X control panel used? Yes ☐ No ☐

Electrical conduits sealed from gas entry? Yes ☐ No ☐

Distribution Box (If Applicable)

1/8" per ft. of fall on inlet pipe? Yes ☑ No ☐

Distribution box installed at least 2' from septic tank? Yes ☑ No ☐

Distance from tank outlet 18 ft.

Distribution box and lid in good condition? Yes ☑ No ☐

D-box level and stable? Yes ☑ No ☐

Inlet and outlet/s properly sealed and watertight? Yes ☑ No ☐

Speed levels present and adjusted properly? Yes ☑ No ☐

Pressure Manifold (If Applicable)

Manifold material, Schedule _____ PVC

Manifold diameter _____ in.

Size of taps _____ in. / Number of taps _____

Shutoff valves provided for each tap? Yes ☐ No ☐

Cleanout installed and accessible? Yes ☐ No ☐

Access provided to set head pressure? Yes ☐ No ☐

Gate valve installed to regulate flow through manifold? Yes ☐ No ☐

Location of valve: _____

Manifold housed in appropriate enclosure? Yes ☐ No ☐

Manifold installed level and secured to enclosure? Yes ☐ No ☐

Pressure head set to _____ ft.

Drainfield (Conventional)

Number of lines installed _____

Total length of drainline installed _____ft.

Trench width _____ft.

Trench spacing O.C. _____ft.

Trench depth _____in.

Tire Chips Used? Yes ☐ No ☐

Geotextile fabric in place? Yes ☐ No ☐

Depth of stone / tire chips _____in.

Distance from house _____ft.

Distance from property lines: Left _____ft. Right _____ft. Front _____ ft. Rear _____ft.

Distance from well _____ft.

Drainlines installed level and on contour? Yes ☐ No ☐

Drainfield (Innovative 25% Reduction)

Number of lines installed 5

Total length of drainline installed 500 ft.

Trench width 3 ft.

Trench spacing O.C. 9 ft.

Trench depth 30 in.

Protective barrier installed over polystyrene? Yes ☐ No ☑

Distance from house >5 ft.

Distance from property lines: Left 10 ft. Right 10+ ft. Front 10+ ft. Rear 10+ ft.

Distance from well >50 ft.

Drainlines installed level and on contour? Yes ☑ No ☐

Drainfield (PPBPS 50% Reduction)

Number of lines installed _____

Total length of drainline installed _____ft.

Trench width _____ft.

Trench spacing O.C. _____ft.

Trench depth _____*in.*

6" sand bed on trench bottom? Yes ☐ No ☐

Correct type & amount of sand installed inside panels? Yes ☐ No ☐

Distance from house _____ft.

Distance from property lines: Left _____ft. Right _____ft. Front ____ ft. Rear _____ft.

Distance from well _____ft.

Drainlines installed level and on contour? Yes ☐ No ☐

Grade Shots with Level

Trench #: 1

Shot #	Reading
1	5'4"
2	"
3	"

Trench #: 2

Shot #	Reading
1	5'11"
2	"
3	"

Trench #: 3

Shot #	Reading
1	6'4"
2	"
3	"

Trench #: 4

Shot #	Reading
1	6'9"
2	"
3	"

Trench #: 5

Shot #	Reading
1	6'9"
2	"
3	"

Trench #: ___

Shot #	Reading

Trench #: ___

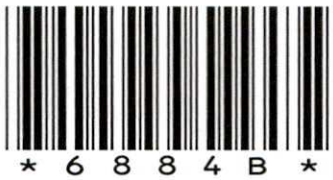
Shot #	Reading

Trench #: ___

Shot #	Reading

Trench #: ___

Shot #	Reading



1/11/2008

duponbj

Groundwater and Wastewater Services File Imaging Project

May 2007

Barcode Font = IDAutomationHC39M

130A-336(a)	Number of Bedrooms, employees, seats, etc. indicated?	Yes ☑	No ☐	N/A ☐
.1937(g)	Trench depth indicated?	Yes ☑	No ☐	N/A ☐
.1937(g)	Trench width indicated?	Yes ☑	No ☐	N/A ☐
.1937(g)	Trench length indicated?	Yes ☑	No ☐	N/A ☐
130A-336(a)(1)	Proposed/existing well shown?	Yes ☑	No ☐	N/A ☐
130A-336(a)(1)	Property line lengths shown?	Yes ☑	No ☐	N/A ☐
130A-336(a)	Facility/appurtenance setbacks shown from fixed points?	Yes ☑	No ☐	N/A ☐
	Operation Permit			
.1937(i)	System type as described in table V(a) of rule .1961	Yes ☑	No ☐	N/A ☐
.1937(i)	Conditions for system performance, operation, maintenance, monitoring and reporting.	Yes ☑	No ☐	N/A ☐

II. WASPS Review:

Construction authorization issued	Yes ☑	No ☐	N/A ☐
Installation approval issued	Yes ☑	No ☐	N/A ☐
Operation permit issued	Yes ☑	No ☐	N/A ☐
Other related documentation	Yes ☐	No ☐	N/A ☐

Items requiring correction/modification: ✓

Comments: IP- 6884B

DRAW BORING LOCATIONS ON PLOT PLAN

7.7.08

IA issued date: 9/4/08

OP issued date: 9/9/08

Review performed by: JR Date performed: 7.7.08