

5509 MOUNTAIN POINT LN

02316432

5/31/2007

duponbj

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

9/31/00

Owes

#300

Auth -150
CO 150

Need signatures on
Auth to Cont
or
Condition of I.P.

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 5366A DATE: 8/30/00

TC: 023 164 32 ☒ L ☐ CRT

SERIAL Nº 18398

Name of Owner Robert J. Burns Juris.: _____

Address of Property 5509 Mountain Point Ln

Inspection Data:

Tank Material PCC

Total Length of Drainfield 400'

Number of Lines 5 @ 80'

Cover Depth 12"

Water Supply Source Com well

Distance to Water Source >100'

Excavation Inspected 8/30/00

Tank(s) Inspected 8/30/00

Wash Line Inspected plumb to tank

High Water Alarm Inspected NA

PLOT

Design 2000, 1500ST, conv, 1200SFT, 12" stone Cecil CTR# Bethe christenbury

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: Septic system designed for a 3 bedroom residence

Type IIa

Philip S. Walker RS.

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

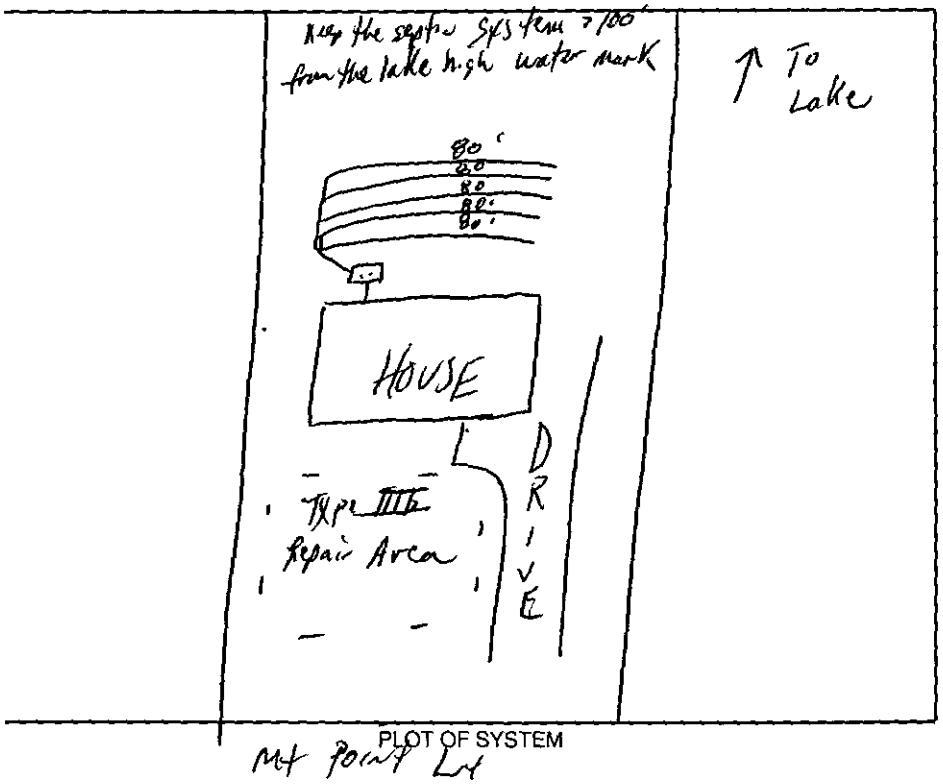
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 5366A DATE: 7/25/00

TC: 023 16432 ☒ L

SERIAL Nº 18196

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 4/13/99. All work shall be completed on or before 8/25/00, 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 NA gallons

Tank Construction PCC

Trench Depth 24"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous yes

Total Line Length 400' feet

Number of Lines 5 (80')

Depth of Stone 12" inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well > 100' feet
Community well

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

NAME OF OWNER Robert J. Burns

LOCATION OF PROPERTY 5509 Mountain Point Ln

Comments: Install 1500ST, 5 lines x 80' long x 3' wd x 12" stone
Keep the septic system >100' from the lake high water mark

Phyllis S. Walker RS
Environmental Health Specialist

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

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

DATE: _____ PERMIT NO: 5366-A

PARCEL NO: 023-~~011-35 P.O.~~ 164-32

JOB LOCATION ADDRESS: 5509 Mt. Point Ln.

PROPERTY OWNER: Robert J. Burns

BUILDING CONTRACTOR: _____

SUBDIVISION NAME: Mt. Point

AUTHORIZATION ISSUED BY: Jeff A. Knight DATE: 12/22/99

~~DEHNR~~ AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 5366-A, 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: See plot plan and Improvement Permit.

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

_____

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: 5366-A

Tax Number: 023-011-35 P.O.

- 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	X Yes	___ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I (II) III IV V VI	X Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
.3 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
No Serviced by private well	1500 Gallon septic tank	400 Total trench length (ft)	18" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	___ Gallon pump tank	12" Depth of stone		

Any surface waters present: Yes Type: Watershed Lake Minimum separation distance: 100 ft

Site modifications required: No

Additional Conditions: (1) See plot plan. (2) A riser should be placed over the outlet end of the septic tank to facilitate filter maintenance. (3) A pump tank and pump must be added if a repair is necessary.

Repair Area System Type Type (circle one): I (II) III IV V VI	X Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1
1200 Absorption Area (Sq ft) 400 Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	18" 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.

Jeff A. Knight 12/22/99

DEHNR Authorized Agent Date

Owner/Agent Signature Date

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

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

IWWS-100195

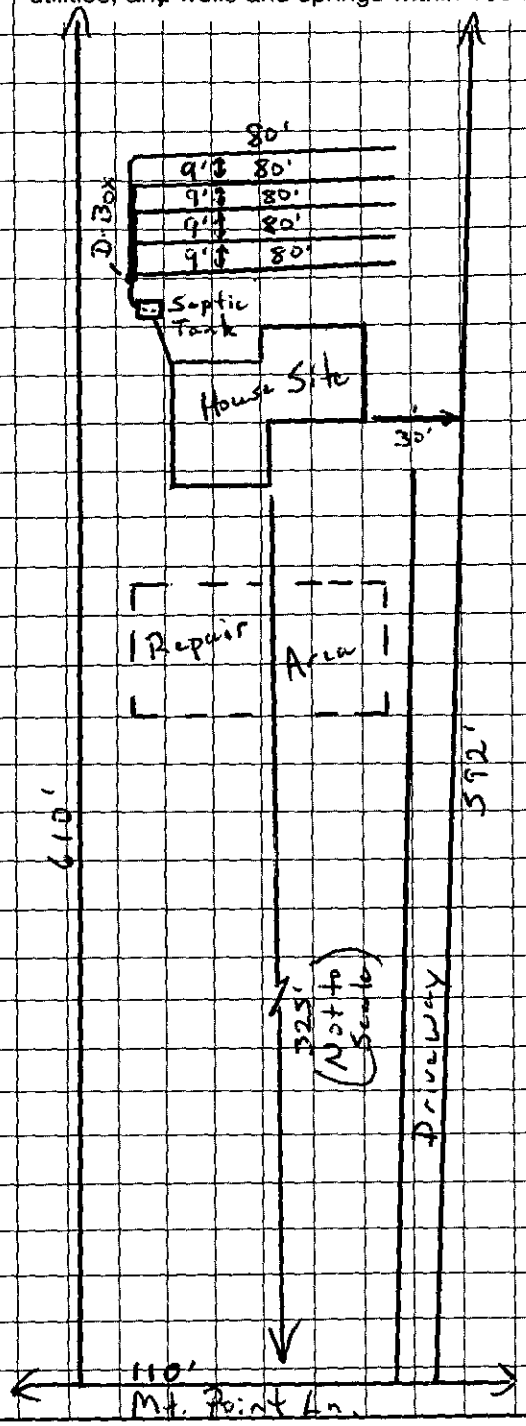
PROPOSED PLOT PLAN

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

FILE: 5366-A

TC: 023-011-35 P.D.

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.



Comments

1) Scale 1" = 60' (Outer boundries not to scale)
2) Keep lines level and on contour of land.
3) Keep trenches shallow - 18" maximum
4) Keep all parts of septic system the minimum distance from the following:
   A) Property Line - 10 ft.
   B) Building Foundation - 15 ft.
* 5) A pump tank and pump must be added if a repair is necessary

APPROVAL DATE _____

OWNER/AGENT SIGNATURE

DATE

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

FEE: 100 CK # 4041
DATE: 4-13-99 W/D

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

#1 [ ] 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 #: 5366-9

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 023-011-35 PO

STREET ADDRESS: 5509 Mountain Point Lane

SUBDIVISION OR MOBILE HOME PARK NAME: Mountain Point

LOT NUMBER: 68

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: ≈ 3500 ±

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

CLOSING DATE on or before 4-15-99

Lot checked 4-15-99
use initial repair
W/R no- 4-16-96

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):

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

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

BURIED CABLES, LANDFILLS, STUMPHOLES ___ YES ✓ NO
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: Burns Robert James
(LAST) (FIRST) (MI)

ADDRESS: 4702 Mountain Point Lane

CITY: Charlotte STATE: NC ZIP: 28216

DAYTIME PHONE: ( ) 398-2553

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) –

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? ≈ 1990

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: X Robert Burns DATE: 4/13/99

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

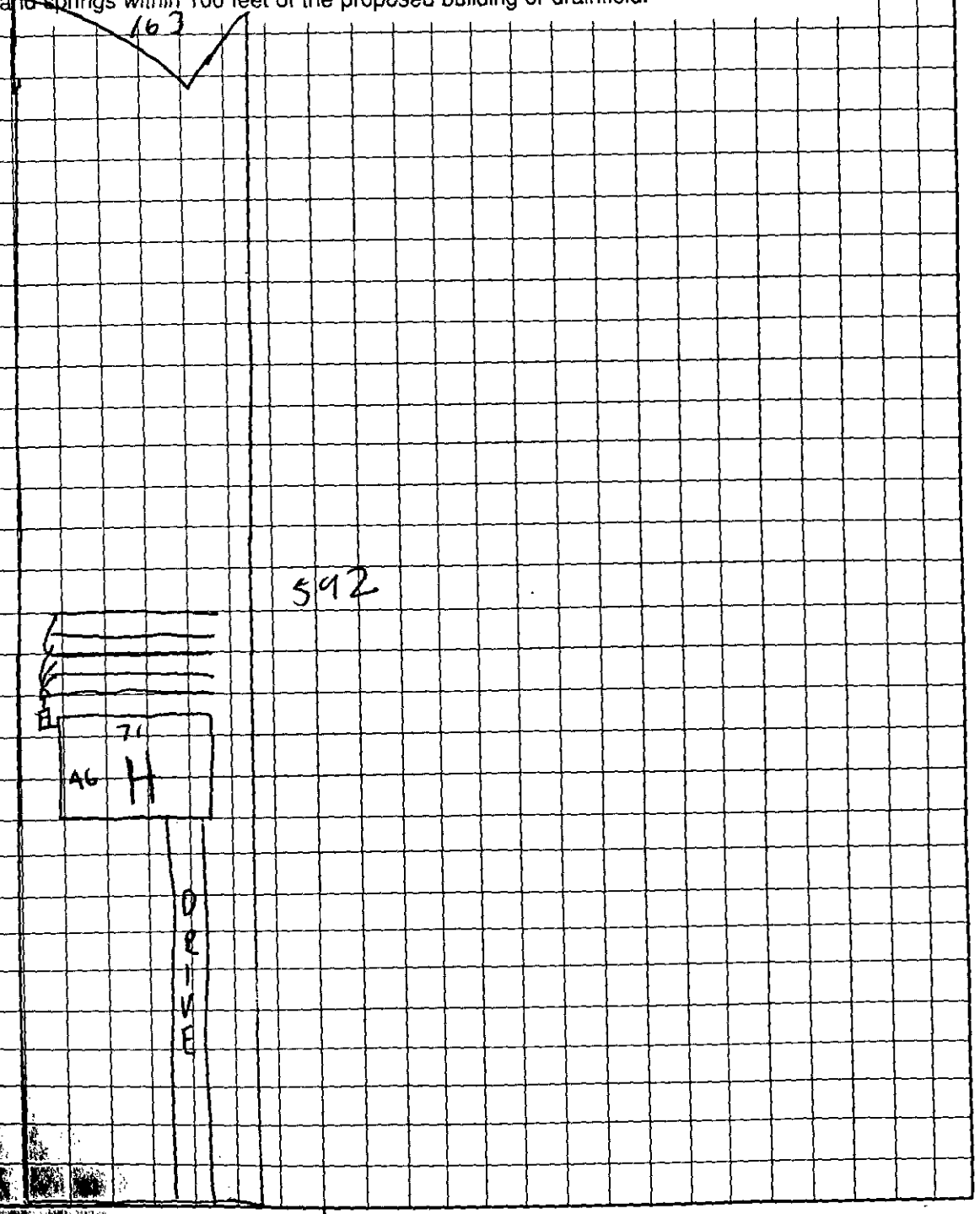
PROPOSED PLOT PLAN

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

FILE: 5366-A

TC: 023-011-35 PO

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.



Robert J. Rivers 110

OWNER/AGENT SIGNATURE

DATE 4/13/99

APPROVAL DATE _____

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

FEE: 100 CK # 4541
DATE: 4-13-99 11:10

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

[ ] CRT

TYPE APPLICATION: ___ NEW SYSTEM ___ EXPANSION/ ALTERATION OF EXISTING SYSTEM ___ REPAIR OF EXISTING SYSTEM

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

FILE #: 5366-A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION: 023-164-32

TAX/PARCEL NUMBER: 023-044-35 PO

STREET ADDRESS: 5509 Mountain Point Lane

SUBDIVISION OR MOBILE HOME PARK NAME: Mountain Point

LOT NUMBER: 68

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: ≈ 3500 ±

NUMBER OF BEDROOMS: 3

NUMBER OF OCCUPANTS: 2

CLOSING DATE on or before 4-15-99

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):

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

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

BURIED CABLES, LANDFILLS, STUMPHOLES ___ YES ✓ NO
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: Burns Robert James
(LAST) (FIRST) (MI)

ADDRESS: 4702 Mountain Point Lane

CITY: Charlotte STATE: NC ZIP: 28216

DAYTIME PHONE: (398 -2553

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) -

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? ≈ 1990

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: X Robert Burns DATE: 4/13/99

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

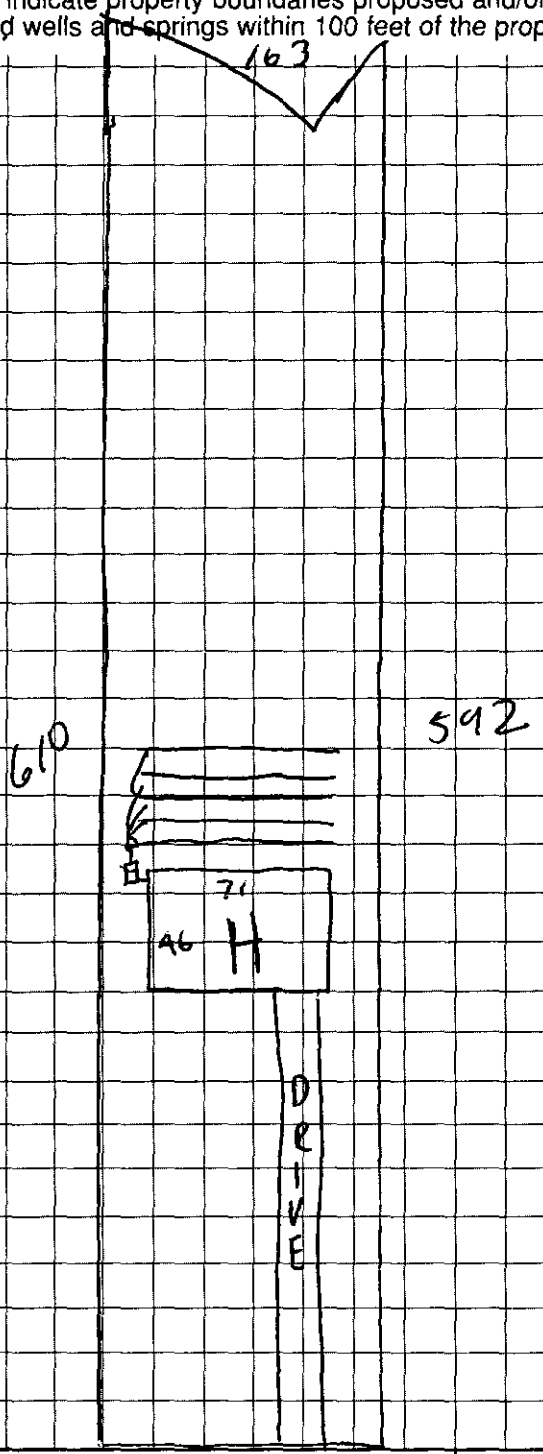
PROPOSED PLOT PLAN

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

FILE: 5366-A

TC: ~~023-DH-35 PO~~
023-164-32

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.



Robert J. Burns 110
OWNER/AGENT SIGNATURE

DATE 4/13/99

APPROVAL DATE _____

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

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH
SITE EVALUATION REPORT
SERIAL NUMBER 15913

File: 5366A Action 1

Parcel: 02301135 PO ☐ PC

Location: Pinnacle Point Lane

Subdivision:

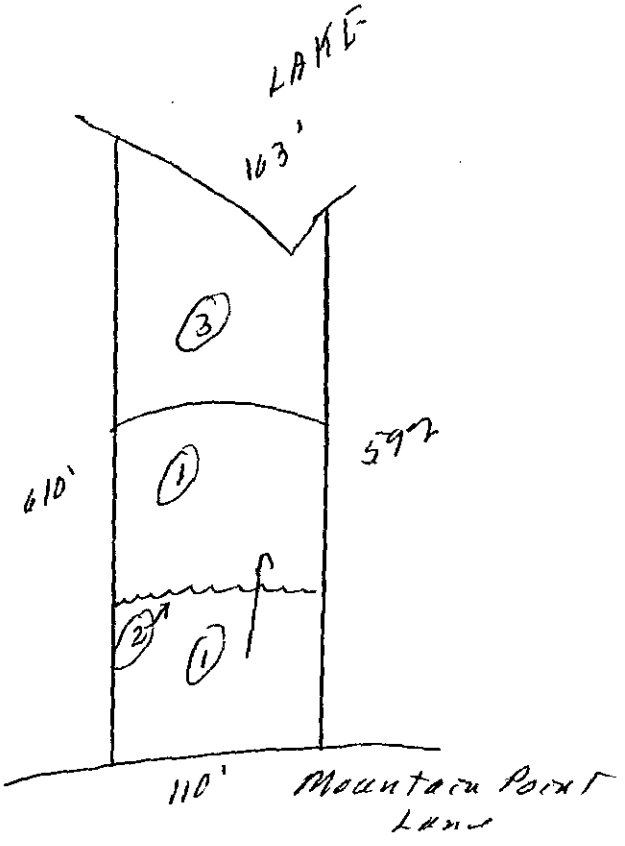
Lot: 68 Block: Acres: 1.37

Owner: Crescent Land & Timber Corp.
Address: 2305 Randolph Road, Suite C
Charlotte, NC 28207

Comments: Recommend system be approved before lot is closed

Described by: William G. Maslin

Date: 6-15-99



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

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

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	(S) PS U 6-15%	S PS (U) complex slopes	S PS (U) Depression Drainageway	S PS U	S PS U	S PS U
Texture	S (PS) U Clay	S PS U —	S PS U —	S PS U	S PS U	S PS U
Structure	S (PS) U Blocky	S PS U —	S PS U —	S PS U	S PS U	S PS U
Drainage	S (PS) U 7-36" Depth	S PS U —	S PS U —	S PS U	S PS U	S PS U
Depth	S (PS) U 36"+	S PS U —	S PS U —	S PS U	S PS U	S PS U
Restrictive Horizons	S (PS) U 7-36"	S PS U —	S PS U —	S PS U	S PS U	S PS U
Available Space	S (PS) U	S PS U	S PS U	S PS U	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Soil Group/Series	10A Cecil-Urban Land Complex	complex slopes	Depression-Drainageway			
Area Classification	S (PS) U	S PS (U)	S PS (U)	S PS U	S PS U	S PS U

1995-04-14 09:13 #0

023-164-32

5366A

OFFER TO PURCHASE AND CONTRACT

Robert J. [illegible] and wife, [illegible]

(Buyer) hereby offers to purchase and agrees to sell and convey all of that lot or parcel of land and all improvements thereon located in the City of Charlotte, Mecklenburg County, North Carolina, being known as and more particularly described as Lot 45, Block 5, Map 4, Revised Providence Road Park II Subdivision, Map Book 23, Page 555 (Zip 28211) (Legal Description: Lot #45 of Neuman Real Prop. II Subdivision, Map Book 23, Pg. 555) (Deed Reference Book 3235, Page No. 555, Mecklenburg Public Registry) (Property). Check ☐ if a portion of the property is described on an attached exhibit.

NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other documents of the owners' association, if any, which may be applicable.

1. FIXTURES: The following property, if any, is included in the purchase price free of liens: any built-in appliances, light fixtures, attached floor coverings, blinds and shades, rods, draperies and hardware, window and door screens, storm windows, combination storm/screen units, shutters, doors and related hardware, fireplace inserts and gas logs, solar energy systems, attached fireplace screens and accessories, electric garage door openers with remote controls, outdoor plants and trees (other than in movable containers), basketball goals (portable or attached), and all other property owned by Seller and attached to the Property. (N/A) (If none listed, Buyer acknowledges that no such items are included in the purchase price.)

2. PERSONAL PROPERTY: The following personal property is included in the purchase price: N/A

3. PURCHASE PRICE: The purchase price is $55,000.00 and shall be paid as follows: $1,000.00 EARNEST MONEY DEPOSIT in the form of ☐ cash ☐ personal check ☐ bank check ☐ certified check (Earnest Money Deposit) to be held in escrow by Mike Dooley, Douglas MacMillan 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) Seller does not accept this offer; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited, but such receipt of such forfeited earnest money shall not affect any other remedies available to Seller for such breach.

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 is received, such written release has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(N/A) ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____.

(Balance) BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(N/A) BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(Balance) BALANCE of purchase price in cash at closing.

4. FINANCING: (State N/A if no financing is a condition to this contract.)

(a) Buyer must be able to obtain a firm commitment on or before 4-15-95, effective through the date of closing for ☐ insured ☐ guaranteed FHA/VA financing (as described below) ☐ Conventional ☐ Other _____ in the principal amount of _____ ☐ Fixed Rate ☐ Adjustable Rate ☐ Other _____ for a term of _____ year(s), at an interest rate not to exceed _____% per annum, plus discount points not to exceed _____% of the loan amount. Buyer agrees to use his best efforts to secure such commitment and to pay loan points or fees charged by Buyer, except if Seller is to pay any of the Buyer's loan closing costs as listed at that point. Those costs are as follows: Seller will pay title fees required by Lender at Closing.

(b) Buyer shall have until 5:00 p.m. on the 5th day after receipt of a written request to deliver to Seller written evidence of the loan commitment. If Buyer fails to provide Seller with such written evidence of the loan commitment within five days after receipt of a written request, or such request may not be made before the loan commitment date listed above, then Seller may terminate this contract unless Buyer waives the loan commitment condition.

5. CONDITION OF PROPERTY: There must be no restrictions, regulations or other governmental regulation that would prevent the reasonable use of the real property for Residential. 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. 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, unless otherwise agreed herein. Seller shall remain obligated to obtain any such cancellations for a reasonable time after closing. Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing), utility easements and unviolated covenants that do not materially affect the value of the Property and which are usually accepted by Buyer.

6. ASSESSMENTS: Seller warrants that no governmental special assessments, either pending or confirmed, for sidewalk, paving, curb and gutter, sewer, or other improvements on or adjoining the Property will be the basis for any charge after closing, except as follows: None. Seller warrants that there are no unconfirmed owners' association assessments and all confirmed owners' association assessments are paid current as of the date hereof except as follows: Lake [illegible]

7. PRORATIONS AND COSTS: The following items shall be prorated as of the date of closing: (a) taxes on real property for the calendar year of closing; (b) personal property taxes for the entire year if any of the Seller's personal property is conveyed to the Buyer; (c) rents, if any; (d) interest on assumed obligations; (e) homeowners' association dues; and (f) Other: All late charges, if any, shall be paid by Seller. Rents for the Property shall be prorated through the date of closing. (g) 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 $ 300.00 per year. Any

8. CLOSING EXPENSES. Seller shall pay for preparation of deed and all other documents necessary to perform Seller's obligations under this contract and for excise tax (revenue stamps). Buyer shall pay for recording the deed and for preparation of any deed of trust or security agreement required by Buyer. Buyer shall pay all costs in connection with any loan obtained by Buyer, including loan origination fee, loan discount points, appraisal fee, credit report, any mortgage insurance premium, survey, title insurance, and all other costs charged to Buyer by lender, except as otherwise provided herein. Buyer shall pay all costs in connection with closing, except as otherwise provided herein. Buyer agrees to pay a reasonable attorney's fee to the attorney selected by Buyer to represent Buyer in connection with this transaction.

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

10. CONDITION AND MAINTENANCE: Seller shall maintain the Property, including all fixtures, in substantially the same condition as they are on the date of this offer, reasonable wear and tear excepted. Seller shall not enter into any new agreements affecting the Property after the acceptance of this offer without the written consent of Buyer. Seller shall deliver to Buyer all keys, garage door openers, mailbox keys, codes to any locks on the Property and all warranties, if any, in Seller's possession at the time of delivery of possession. Seller shall deliver possession of the Property to Buyer within 5 days after the closing date or the date of closing if no closing date is specified. Seller agrees to bear the risk of loss or damage to the Property prior to delivery of possession and agrees to maintain adequate insurance coverage on the Property until delivery of possession. Buyer shall bear the risk of loss or damage to the Property after delivery of possession.

[illegible] 1998-04-14 29114

[illegible] Property Disclosure Statement [illegible] Buyer to Purchase

[illegible] Buyer has [illegible] received a signed copy of the Residential Property Disclosure Statement [illegible] and has the right to terminate or withdraw this offer, without penalty upon receipt of the Residential Property Disclosure Statement by giving written notice of termination or withdrawal to Seller or Seller's Agent within three days following receipt of that Disclosure Statement. Buyer [illegible] ☐ has received a signed copy of the Lead-Based Paint or Lead-Based Paint Hazard Disclosure Addendum.

Property Inspections: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer's [illegible] obtaining at Buyer's [illegible] to determine the condition of the Property. Unless otherwise [illegible] that (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, [illegible] gutters), doors and windows, [illegible] structural components (including foundations, columns, chimneys, [illegible] and roofs), porches and decks, fireplaces and chimneys, crawl space and attic ventilation systems (if any), water and sewer systems [illegible] function for which [illegible] normal or reasonable repair; (ii) there shall not be [illegible] or existing [illegible] (iii) there shall not be visible signs of existing [illegible] inspections not listed or pled out of [illegible] ____Septic____ [illegible] Seller is obligated by this Contract [illegible] Buyer's obligation to close and (c) Seller has time to permit as required repairs to be completed by closing.

[illegible] Buyer [illegible] shall have the option of obtaining, at Buyer's expense, a report [illegible] South Carolina Structural Pest Control Committee [illegible] evidence of wood-destroying [illegible] infestation or visible damage therefrom. The report must [illegible] to provide treatment of [illegible] found to be present prior to closing. All treatment required shall be [illegible] prior to closing unless otherwise [illegible] The Buyer is advised that the [illegible] treatment [illegible] by agents or companies other than [illegible] Seller shall provide a standard [illegible] to treatment.

Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of (i) completing [illegible] (ii) causing the completion, or (iii) refusing to do more than [illegible] Seller elects not to complete or provide for the completion of [illegible] shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all [illegible] provided under this contract shall be null and void. Unless otherwise stated herein or in an inspection addendum attached hereto, any items noted in (ii) or (iii) and (c) above are excluded from the foregoing obligations under this contract.

[illegible] CONDITIONS [illegible] SYSTEMS WORK OK

[illegible] SUBJECT TO INSPECTION OTHERWISE AS IS WITH NO WARRANTIES

ADDITIONAL AGREEMENTS: Seller will provide [illegible] Buyer or Buyer's representatives for the purposes of appraisal [illegible] evaluation. Buyer may conduct a walk-through [illegible] of the Property prior to closing.

CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents [illegible] in connection with closing and to deliver title on or before 6-25-98 at a place designated by [illegible] to be made at [illegible] Lake Christopher Road. Unless otherwise provided herein, possession shall be delivered at closing. In the event possession is NOT to be [illegible] possession before closing agreement is attached. OR. ☐ a seller possession after closing agreement is attached.

[illegible] CONDITIONS AND CONDITIONS [illegible] ADDENDA TO THIS CONTRACT AND ATTACH HERETO: [illegible] FORM ADDENDA AVAILABLE: None

RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to closing shall be upon Seller. If the improvements on the Property are substantially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent. [illegible] returned to Buyer. In the event Buyer elects to terminate this contract, Buyer shall be entitled to receive, in addition to the return of Buyer's earnest money deposits, the proceeds of the amount of the damage or destruction applicable to the Property being purchased, [illegible] Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then shall be binding on the assignee and his heirs and successors.

BINDING EFFECT: This contract shall be binding upon and 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.

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.

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. Neither Buyer nor Seller has relied upon any statement, representation or agreement made by Seller or Buyer or contained in any listing agreement, buyer agency agreement or any other agency agreement between them.

EFFECTIVE DATE: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in duplicate originals, all of which together constitute one and the same instrument, with a signed original being retained by each party hereto, and the parties hereto have hereunto set their hands and SEAL the day and year below written.

THIS IS A LEGALLY BINDING CONTRACT. IF IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Buyer has personally inspected the Property prior to the making of this offer.

Buyer: [illegible] (SEAL)
SS/Tax ID#: [illegible]
Date: 4-14-98

Buyer: [illegible]
SS/Tax ID#: [illegible]
Date: 4-14-98

Seller: [illegible] (SEAL)
SS/Tax ID#: [illegible]
Date: [illegible]

Seller: [illegible]
SS/Tax ID#: [illegible]
Date: [illegible]

Escrow Agent hereby acknowledges receipt of the earnest money deposit in the amount of $[illegible] and agrees to hold and disburse the same in accordance with the terms of this contract.

Date: [illegible] Firm: [illegible]
By: [illegible]

Selling Agent/Firm/Phone: N/A

Listing Agent/Firm/Phone: N/A

(Buyer) (Seller) Agent

[illegible] 704 [illegible] 1995-04-14 09:12 [illegible]

FACSIMILE COVER

THE DUKE ENDOWMENT
100 North Tryon Street, Suite 3500
Charlotte, NC 28202-4012

Telephone: 704-376-0291
FAX: 704-376-9336

TO: Bill Hanna

COMPANY:

FAX #: 336-[illegible] PHONE #: 336-[illegible]

DATE: 4-14-95 TIME: 4:20 PM

PAGES: 3
(including cover)

FROM: [illegible]

MESSAGE:

APPLICATION FOR SOIL INVESTIGATION

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

(OFFICE USE ONLY)

FILE: 5366A

TC: _____

☐ PC ☐ REPT

JOB LOCATION

① ADDRESS: Mountain Point Lane

② SUBDIVISION: Mountain Point Ph2 ③ LOT: 68 ④ BLOCK: _____

⑤ PARCEL REFERENCE: BOOK NO.: 023 PAGE NO.: 13 PARCEL NO.: _____

⑥ DEED REFERENCE: BOOK NO.: 436/426 PAGE NO.: 204/354

OWNER

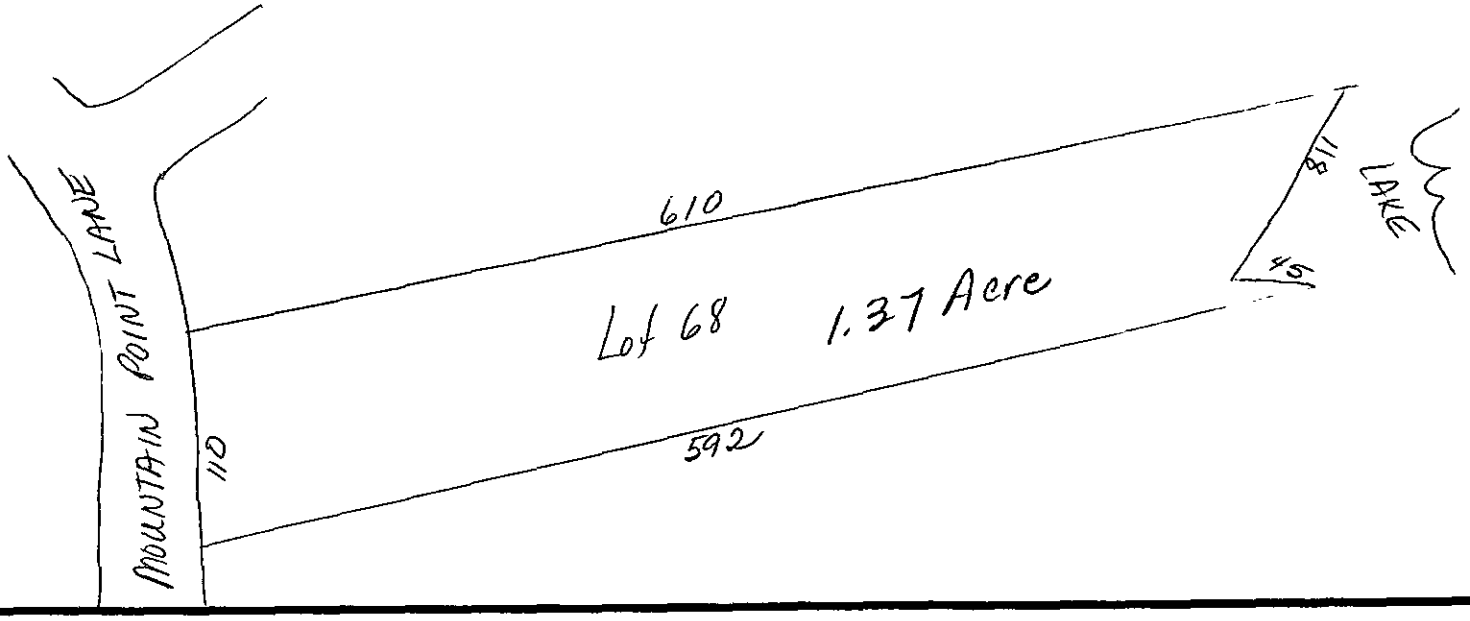
⑦ NAME: Crescent Land & Timber Corp. (c/o Lana Hathaway, LandCraft Properties)
(FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 2305 Randolph Road, Suite C

⑨ CITY: Charlotte, ⑩ STATE: N.C. ⑪ ZIP: 28207

⑫ PHONE: (WORK) (704) 332-9340 (HOME) (704) 892-9811

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, owner of the property described above as the "JOB LOCATION" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the MECKLENBURG COUNTY HEALTH DEPARTMENT to enter onto the property for the purpose of processing this request.

Signed: Ethelene G. Williams

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

Date: March 23, 1989

WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER'S COPY

Mecklenburg County
Health Department

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

June 16th, 1989

Crescent Land & Timber Corp.
2305 Randolph Road, Suite C
Charlotte, NC 28207

RE: Property located at Pinnacle Point Lane 68
FILE: 5366A
PARCEL: 02301135 PO

Dear Sir:

At your request, a field investigation was conducted on the property designated above for the purpose of determining site suitability for the installation of a ground absorption sewage disposal system. The property was found to contain a limited area of soils which were classified as provisionally suitable for such an installation. A copy of the Site Evaluation Report (Serial Number 15913) is enclosed for your information.

Should you desire to file for permission to install a ground absorption sewage disposal system, please submit an Application For An Improvement Permit with an ACCURATELY dimensioned plot plan detailing the location of current and/or proposed buildings, wells and sewage disposal systems to this office. The plan will be reviewed and if it is found that the area of provisionally suitable soils is adequate for the proposed construction, an Improvement Permit will be issued by this Department.

If I may be of assistance, please do not hesitate to contact me.

Very truly yours,

Jim Ericson, R.S., Supervisor
On Premises Waste Disposal & Water Supply

Enclosure

Environmental Health Division
1200 Blythe Boulevard • Charlotte, North Carolina 28203 • (704) 376-4603

APPLICATION FOR SOIL INVESTIGATION

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
PAID
JAN 11 1989
$30.

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

(OFFICE USE ONLY)

FILE: 5366A

TC: _____

☐ PC ☐ REPT

JOB LOCATION

① ADDRESS: Pinnacle Point Lane

② SUBDIVISION: Mountain Point Ph. 2 ③ LOT: 68 ④ BLOCK: _____

⑤ PARCEL REFERENCE: BOOK NO.: 023 PAGE NO.: 13 PARCEL NO.: _____

⑥ DEED REFERENCE: BOOK NO.: 436, 426 (LMI-90) PAGE NO.: 204, 354

OWNER

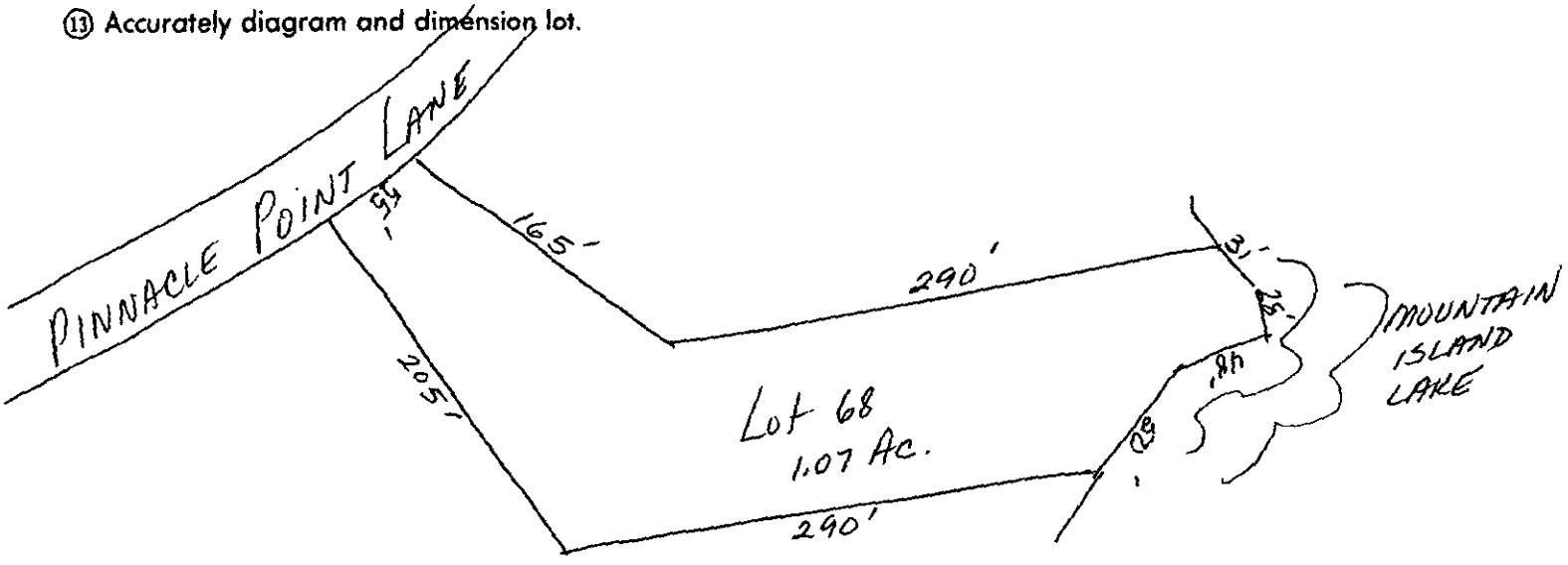
⑦ NAME: Crescent Land & Timber Corp. (c/o Lana Hathaway)
(FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 2305 Randolph Road, Suite C

⑨ CITY: Charlotte ⑩ STATE: N.C. ⑪ ZIP: 28207

⑫ PHONE: (WORK) (704) 332-9340 (HOME) (704) 892-9811

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, owner of the property described above as the "JOB LOCATION" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the MECKLENBURG COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH to enter onto the property for the purpose of processing this request.

Signed: Mike Hayes, V.P.

Date: 1/11/89

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

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