0705

FEE: $100 cash MSB
DATE: 07/07/10
CRT ( )

APPLICATION FOR APPROVAL TO USE AN EXISTING ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

MECKLENBURG COUNTY - GROUNDWATER & WASTEWATER SERVICES
700 N. Tryon St., Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

$100
GWS – UES.APP 06/07
cash MSB
FILE #: 4321B

TYPE APPLCATION:

- ☐ ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A / M)
- ☐ EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
- ☒ ADDITION - RENOVATION OR GARAGE WITH NO MAJOR CHANGES (X)
- ☐ COMMERCIAL OR INDUSTRIAL (N)

PERSON FILING APPLICATION:

NAME: H.G. Nic Romero
ADDRESS: 8503 DART MOOR PL.
CITY: MINT HILL.
STATE: NC ZIP: 28227
PHONE: (704) 401-8567
ALTERNATE PHONE: (704) 910 3140

PROPERTY OWNER:

NAME: SAME.
ADDRESS:
CITY:
STATE: ZIP:
PHONE:
ALTERNATE PHONE:

APP# 4694
JAM

JOB LOCATION INFORMATION

TAX/PARCEL #: 139-052-32.
STREET ADDRESS:
CITY: SAME
STATE: NC ZIP:
SUBDIVISION OR MOBILE HOME PARK NAME:

LOT #: 3.

TOWNSHIP:

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

WATER SUPPLY:

- ☐ MUNICIPAL (M)
- ☒ COMMUNITY (C) HR
- ~~☒ PRIVATE WELL (P)~~
- ☐ SHARED WELL (S)
- ☐ OTHER 'SPRINGS' (O)

RESIDENTIAL PROPERTY TYPE:

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

OCCUPANCY (both fields are required):

NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS:

COMMERCIAL / INDUSTRIAL PROPERTY TYPE:

TYPE OF BUSINESS:
EMPLOYEES PER SHIFT:
OF SHIFTS:

INDUSTRIAL WASTES? ☐ YES ☐ NO
UNDERGROUND STORAGE TANKS? ☐ YES ☐ NO

ADDITION TYPE ATTACHED TO EXISTING STRUCTURE:

- ☐ BEDROOM
- ☐ BATHROOM
- ☐ KITCHEN
- ☐ DINING ROOM
- ☐ LIVING ROOM
- ☐ DEN
- ☒ ~~GARAGE~~ HR
- ☐ SUNROOM
- ☐ PORCH
- ☐ DECK
- ☐ OTHER

ADDITION TYPE DETACHED FROM EXISTING STRUCTURE:

- ☒ DETACHED GARAGE
- ☐ DETACHED GARAGE WITH PLUMBING
- ☐ POOL HOUSE
- ☐ SHOP
- ☐ BARN
- ☐ STORAGE SHED
- ☐ DETACHED PORCH / DECK
- ☐ OTHER

*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.

H.G. Nic Romero — 7-7-10
Owner's/Agent's Signature — Date

*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 Sanitary Sewage Collection, 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 y this Department.
- This permit is not transferable.

☐ ADDITION / RENOVATION APPROVAL - VALID 1 YEAR FROM ISSUANCE
☐ MOBILE HOME EXCHANGE APPROVAL - VALID 6 MONTHS FROM ISSUANCE

SEPTIC SYSTEM MEETS REQUIRED SETBACKS.
Jeremy Mulvaney — 9-7-2010
EHS Signature — Date

...DED AREAS FOR DEPARTMENT USE ONLY. LIBERTY PRESS 828-287-4936

PLOT PLAN FOR PERMIT APPLICATION
ONE/TWO FAMILY, MODULAR, MOBILE HOME OR ZONING USE

LOCATION

STREET # (N,S,E,W): 8803 STREET NAME: Dartmoor Place (AV,RD,ST, etc)

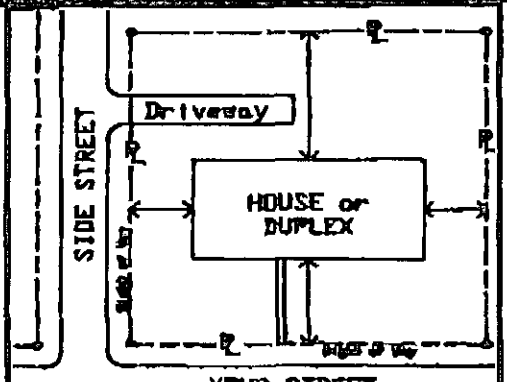
SUITE/UNIT(S):

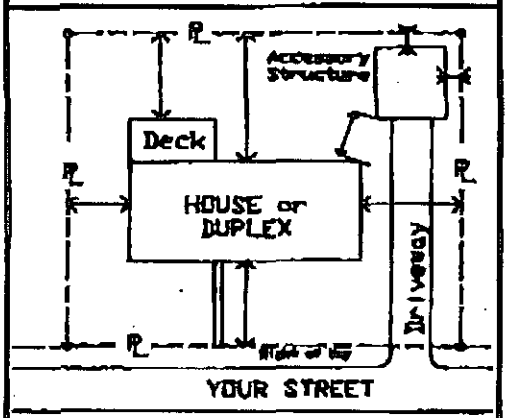
PERMIT #:

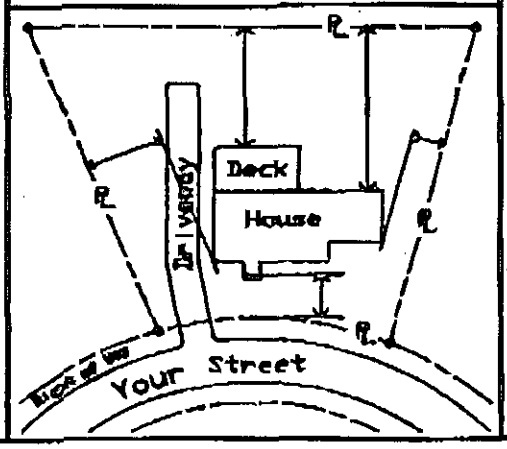
TAX JURISDICTION: (Check One)
☐ 0-Mecklenburg ☐ 1-Charlotte ☐ 2-Davidson ☐ 3-Cornelius
☐ 4-Pineville ☐ 5-Matthews ☐ 6-Huntersville ☒ 7-Mint Hill

TAX PARCEL #: JOB #:

EXAMPLES/PLOT PLAN





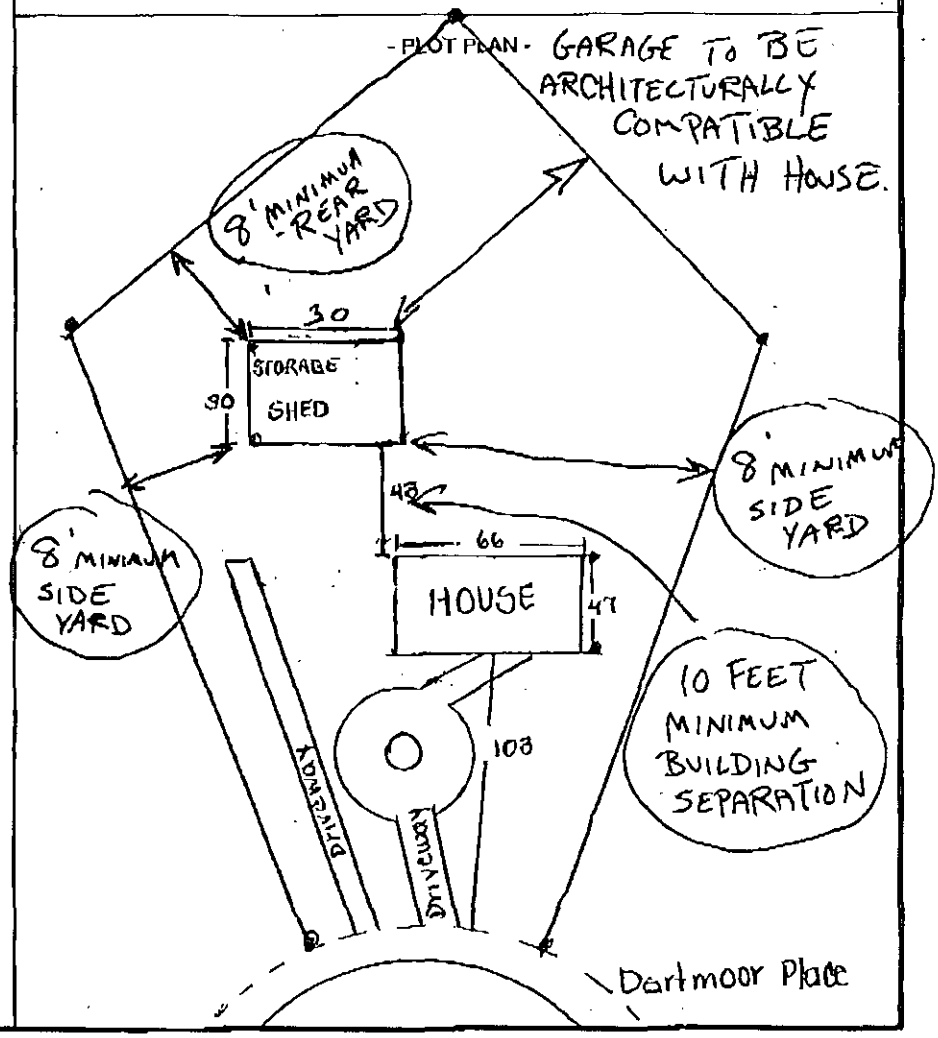


- INSTRUCTIONS -

In the space provided below, draw plot plan as neatly and accurately as possible, from survey if available.

1. Draw street(s) and right-of-way(s).
2. Draw property lines with dimensions.
3. Draw proposed and existing buildings showing any attached porch(es), deck(s), chimney(s), carport(s), or garage(s), etc...
4. Show distances of buildings from property lines or other structures.
5. Separate application and plot plan required for each building.

- PLOT PLAN - GARAGE TO BE ARCHITECTURALLY COMPATIBLE WITH HOUSE.



ALL EXISTING AND PROPOSED BUILDING(S) ON LOT ARE SHOWN WITH MEASUREMENTS INDICATED

Higinio Romero 7-7-10 HIGINIO ROMERO

APPLICANT'S SIGNATURE DATE PRINT APPLICANT'S NAME

DBARLEY

APPROVED BY

MECKLENBURG COUNTY LAND USE AND ENVIRONMENTAL SERVICES AGENCY
P.O. BOX 31097 • CHARLOTTE, NC 28231-1097 • 704/336-2831

#1473

GWS – RES. APP 07/05

SEPTIC FEE: 100.00 MO
DATE: 9/20/06
CRT( )

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 # 4321B

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 #: 139-052-32
STREET ADDRESS: 8308 Dartmoor Place
CITY: Mint Hill
STATE: NC ZIP: 28227
SUBDIVISION OR MOBILE HOME PARK NAME: Glencroft
LOT #:
TOWNSHIP:
☐ 0-MECKLENBURG ☐ 4-PINEVILLE
☐ 1-CHARLOTTE ☐ 5-MATTHEWS
☐ 2-DAVIDSON ☐ 6-HUNTERSVILLE
☐ 3-CORNELIUS ☒ 7-MINT HILL

BUILDING INFORMATION:
TYPE OF BUILDING:
☐ SINGLE MOBILE HOME (S) ☐ MODULAR HOME (M)
☐ DOUBLE WIDE (D) ☐ MULTIPLE FAMILY (U)
☒ HOUSE (H) ☐ OTHER
HEATED SQUARE FOOTAGE: 2500 plus
NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS: 4

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 WORK BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☐ NO TYPE:

WATER SUPPLY: (Community Well)
☐ MUNICIPAL (M) ☐ PUBLIC (C) ☐ PRIVATE WELL (P) ☒ SHARED WELL (S) ☐ OTHER SPRINGS (O)

PROPOSED USE OF WELL: ☐ NA ☐ 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: [redacted] Cecil Keyton
ADDRESS: 8012 Sheringham Way
CITY:
STATE: ZIP: 28227
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: Hernando Romero
ADDRESS: 4441 Central Av.
CITY: Charlotte
STATE: NC ZIP: 28205
HOME PHONE: WORK PHONE: (704)448-0079
MOBILE PHONE: (704)401-8567 FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? October 13, 2006

"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.

Owner / 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.

Owner / Agent's Signature Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 210
CHARLOTTE, NC 28202 704-336-5103 / FAX: 704-336-5894

PROPOSED PLOT PLAN

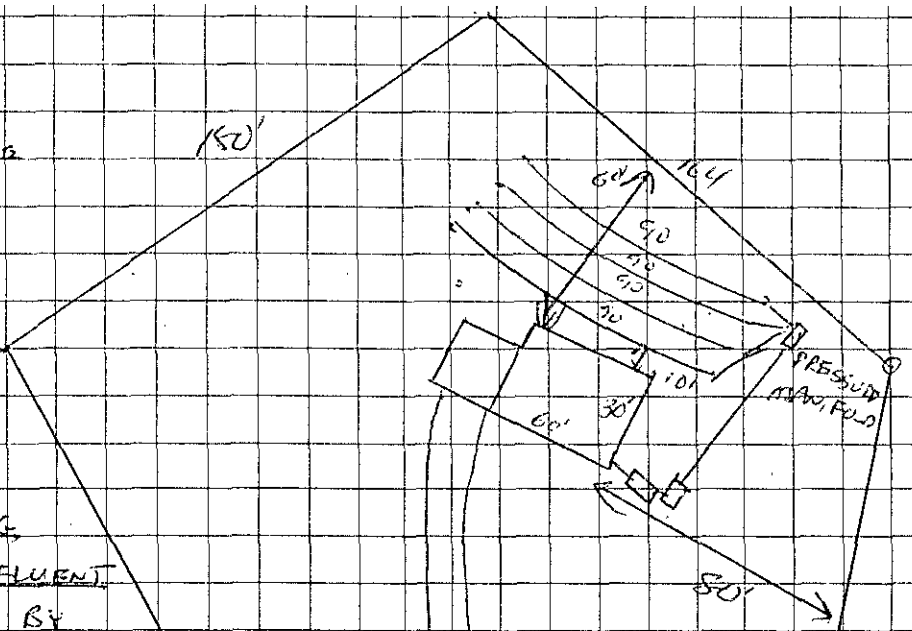
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4321B

TC: 139-052-32

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.

PERMIT FOR
CECIL KEATON
8803 DARTMOOR PLACE



SCALE 1" = 60'

(1) THIS IS A TYPE III-B, G SYSTEM UTILIZING AN EFFLUENT PUMP THAT IS REQUIRED BY STATE LAW TO BE INSPECTED AT LEAST ONCE EVERY 5 YEARS BY THE LOCAL HEALTH DEPT, WITH THE OWNERS RESPONSIBLE FOR ANY FEES.

(2) USE A PRESSURE MANIFOLD

(3) THIS IS A TYPE III-G INNOVATIVE THAT ALLOWS FOR A 25% REDUCTION IN TOTAL LINEAR FEET OF DRAINLINE

(4) REPAIR AREA IS A TYPE III-G SHALLOW (15") INNOVATIVE REPAIR -

Chris Hibbard
OWNER/AGENT SIGNATURE

DATE 2-25-03 9-20-06

APPROVAL DATE 2/21/03

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

1"=60'

PROPOSED PLOT PLAN

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

FILE: 4321B

TC: 134-05232

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.

SEPTIL SYSTEM DESIGN FOR A 4 BEDROOM HOUSE
480 GAL/DAY MAX
LTAR = 0.25 GAL/DAY/FT2

INNOVATIVE, 25% REDUCTION
TYPE IIIBG

INSTALL 6 LINES @
80' EA. PLACE LINES
ON CONTOUR & ON
9' CENTERS.

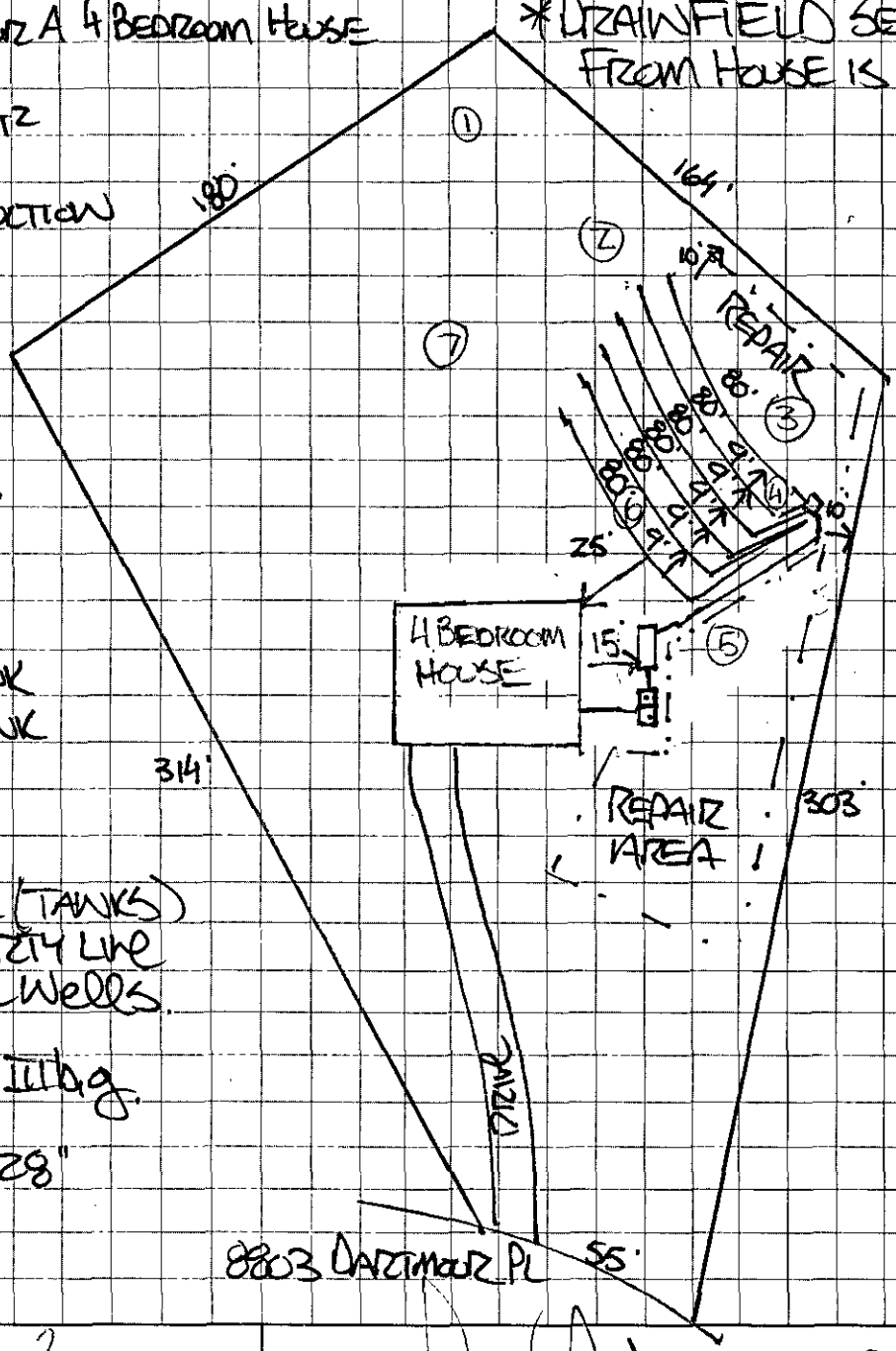
1500 GAL SEPTIC TANK
1000 GAL PUMP TANK
PRESSURE MANIFOLD

SETBACKS:
15' FROM HOUSE (TANKS)
10' FROM PROPERTY LINE
>100' FROM ALL WELLS.

REPAIR AREA TYPE IIIBG.

MAX TRENCH DEPTH 28"

*DRAINFIELD SETBACK
FROM HOUSE IS 25'.



4/7/08
OWNER/AGENT SIGNATURE

DATE 4-7-08

APPROVAL DATE 2/28/08

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

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 #: **30001473** GWS File #: **4321B** Tax Parcel #: **139-052-32**

- 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):** 2/28/2013

Type of Installation: Residential - Modified Plot Plan Lot Number: 3

Structure Type: HOUSE Size (ft^2): 2500 # Bedrooms: 4 # Occupants: 4

Building Foundation: Basement Without Plumbing Water Supply: Community

II. Initial System Type: Pump to Innovative **System Classification:** IIIb

Initial System Specifications:

Design Flow (gpd):	480	LTAR (gpd/ft^2):	0.25	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	1000
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1440	Total Trench Length (ft):	480
Maximum Trench Depth (in):	28	Depth of Media (in):	N/A	Distribution Device:	Pressure Manifold		

III. Repair System Type: Pump to Innovative **System Classification:** IIIb

Repair System Specifications:

Design Flow (gpd):	480	LTAR (gpd/ft^2):	0.25	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	1000
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1440	Total Trench Length (ft):	480
Maximum Trench Depth (in):	28	Depth of Media (in):	N/A	Distribution Device:	Pressure Manifold		

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: David Cornelius

Signature: _____

Date Issued: 2/28/2008

Owner/Legal Agent: Hector Romero
Print Name

Signature: _____

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 #: **30001473** GWS File #: **4321B**

IV. Permit Conditions/Comments:

- This type of septic system requires an inspection once every 5 years by our office. The system owner is responsible for any fees, as determined by the Mecklenburg County Board of Commissioners, associated with this inspection.
- 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.

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: David Cornelius

Signature: _____

Date Issued: 2/28/2008

Owner/Legal Agent: Hector Romero
Print Name

Signature: _____

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

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

File #: 4321B Permit #: 1473 Tax Parcel #: 139-052-32

Property Owner: CECIL KEYTON

Job Location Address: 8803 DARTMOOR PL

City: CHARLOTTE State: NC Zip Code: 28227

Installation Approval Issuance Date: 4/20/09

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 6/20/09, 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: 480 GPD

Site LTAR: 0.25 GPD/ft² (For new installations only.)

Liquid Capacity of Septic Tank: 1500 gallons

Liquid Capacity of Dosing Tank: 1000 gallons

Drainfield Design ☐ N/A INNOVATIVE 25% REDUCTION

Trench Depth: 28 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: 480 feet

# of Lines: 6 @ 80 feet

Depth of Media: N/A inches (Type) IIIb,g

Distribution Device: PRESSURE MANIFOLD

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 _____

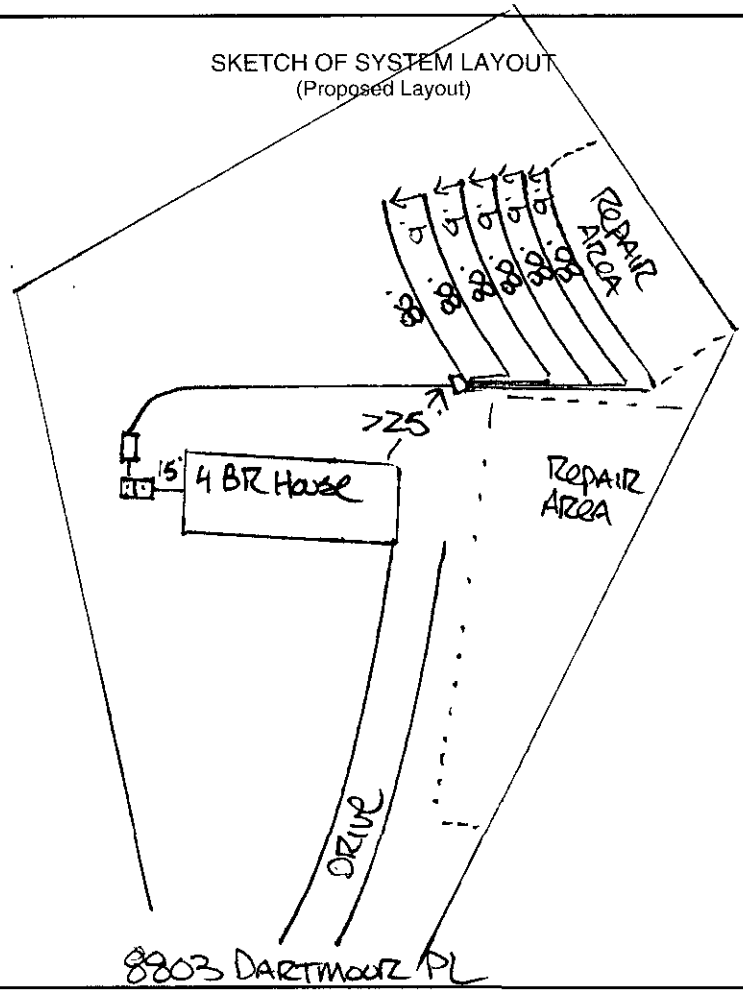
Minimum System Setbacks

Distance from Building Foundation: >25 feet TANKS >15'

Distance from Property Line: 10 feet

Distance from Water Supply Source: >100 feet

SKETCH OF SYSTEM LAYOUT
(Proposed Layout)



Comments: System Classification & Type: IIIb,g, 25% REDUCTION, INNOVATIVE. INSTALL 6 Lines @ 80' ea. >100' From Community Well

DENR Authorized Agent: DAVID CORNELIUS Signature: [signature], RS

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 #: 4321B Permit #: 1473 Tax Parcel #: 139-052-32

Property Owner: CECIL KEYTON

Job Location Address: 8803 DARTMOOR PL

City: CHARLOTTE State: NC Zip Code: 28227

Operation Permit Issuance Date: 4/28/09 5/4/09 Contractor Name: RCS

Permitted Design Flow: 480 GPD

Liquid Capacity of Septic Tank: 1500 gallons

Liquid Capacity of Dosing Tank: 1000 gallons

Effluent Pump Model: GOULDS 0.25

Drainfield Installation ☐ N/A INNOVATIVE 25% REDUCTION CHAMBERS

Trench Depth: 28 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: 480 feet

# of Lines: 6 @ 80 feet

Depth of Media: N/A inches (Type) IIIbg

Depth of Cover: 12 inches

Distribution Device: PRESSURE MANIFOLD

Inspection Dates

Tank(s) Inspected: 4/28/09

Excavation Inspected: 4/28/09

Pump & Controls Inspected: 5/4/09

SKETCH OF SYSTEM INSTALLATION
(As-Built Drawing)

INSTALLED AS SHOWN ON INSTALLATION PERMIT

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: _____

Water Supply Source

☐ Municipal ☐ Private Well ☑ Community Well

☐ Other _____

System Installation Setbacks

Distance from Building Foundation: 725 feet

Distance from Property Line: 710 feet

Distance from Water Supply Source: 7100 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: IIIbg, INNOVATIVE, 25% REDUCTION, CHAMBERS. 6 LINES INSTALLED @ 80' EACH. (IQ4W, PA, NA, NA)

DENR Authorized Agent: DAVID CORNELIUS Signature: _____, RS

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 #: 4321B Permit #: 1473 Tax Parcel #: 139-052-32

Property Owner: CECIL KEYTON

Job Location Address: 8803 DARTMOOR PL

City: CHARLOTTE State: NC Zip Code: 28227

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: IIIbog

*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: DAVID CORNELIUS Date: 5/4/09

Signature: [signature], RS

c/k # Charlotte

FEE: 340
DATE: 1/21/03 f C

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

I I CRT

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

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

FILE #: [redacted] 1/21/03

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 8803 ? 139-052-32

STREET ADDRESS: [redacted] 8803 Pathmont

SUBDIVISION OR MOBILE HOME PARK NAME: Glencroft.

LOT NUMBER: 3

TOWNSHIP (CHECK ONE):

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

CLOSING DATE_____

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1,200

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):

X 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 X NO
EXISTING WASTEWATER SYSTEMS __ YES X NO
EASTMENTS OR RIGHT-OF-WAYS __ YES X NO
WELL, SPRINGS OR WATERLINES __ YES X NO
DESIGNATED WETLANDS __ YES X NO

PROPERTY OWNER:

NAME: Keyton Cecil W.
(LAST) (FIRST) (MI)

ADDRESS: 8012 Sheringham Way

CITY: Charlotte STATE: NC ZIP: 28227

DAYTIME PHONE: (704) 715 - 1763

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: X [signature] DATE: 1-21-03

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

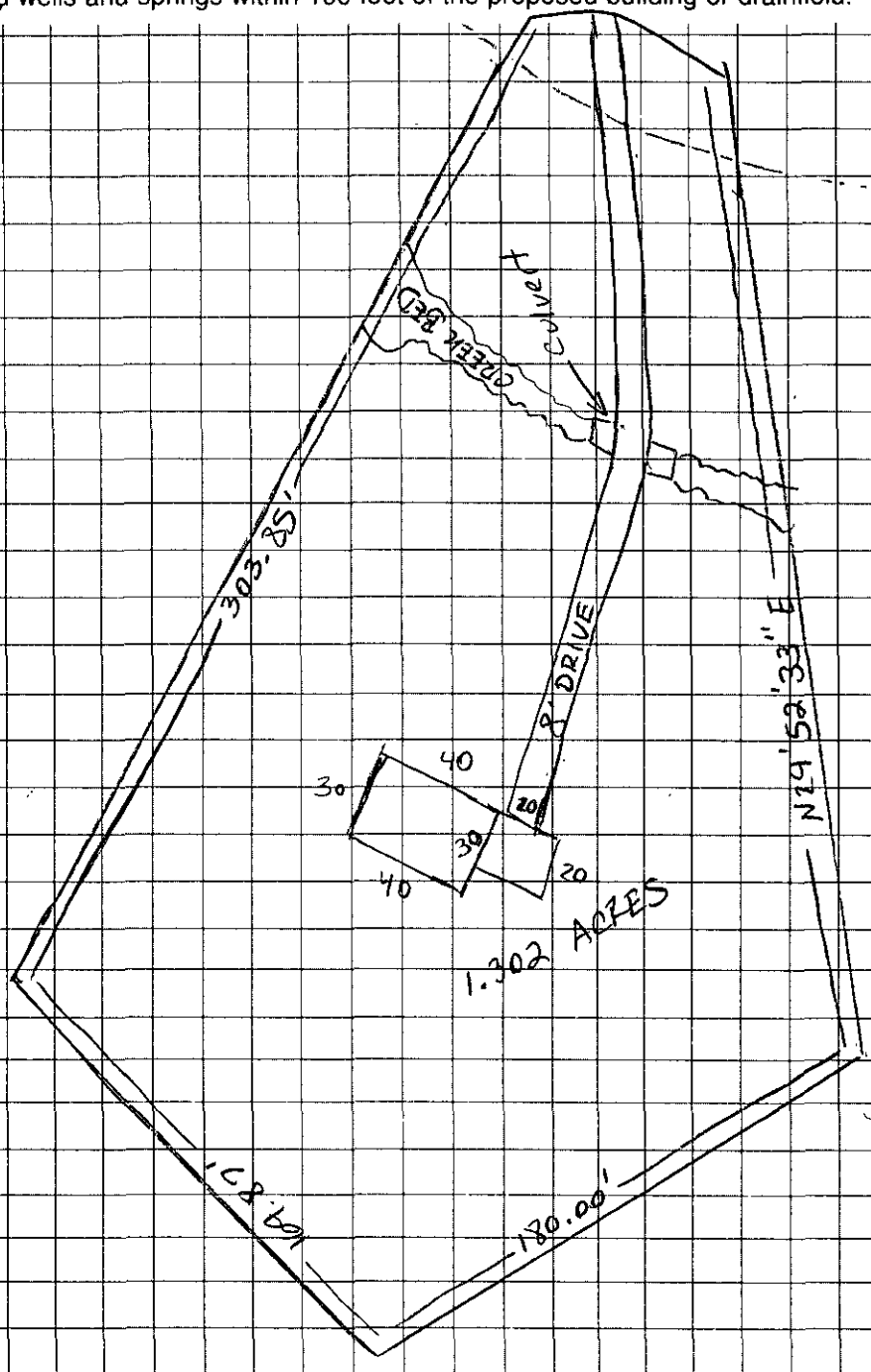
PROPOSED PLOT PLAN

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

FILE: ~~2316~~

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.



Clint Hayford
OWNER/AGENT SIGNATURE

DATE 1-21-03.

APPROVAL DATE _____

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

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

Sheet: 1
Property ID: 139-052-32
Lot #: 3
File #: 4321B
Code: 2

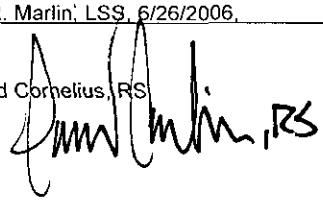
SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Glencroft Associates
Applicant: Cecil W. Keyton
Address: 131 Providence Road, Charlotte, NC 28207
Date Evaluated: 2/12/2003
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: 1.32a
Location of Site: 8803 Dartmoor Place
Property Recorded:
Water Supply: [x] Public [x] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [ ] Auger Boring [x] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	1940 Landscape Position/ Slope%	Horizon Depth (IN)	SOIL MORPHOLOGY 1941		OTHER PROFILE FACTORS				Profile Class & LTAR
			1941 Structure/ Texture	1941 Consistence Mineralogy	1942 Soil Wetness/ Color	1943 Soil Depth (IN)	1956 Sapro Class	1944 Restr Horiz	
1	LS, 10	0-6	GR/CL	FR/SEXP/SS/SP	>44" TO SOIL WETNESS	27	US	NONE	US, IV .125GPD/FT2 LPP
		6-27	SBK/C	FI/SEXP/S/P					
		27-44	M/SCL	FR/SEXP/SS/SP					
2	"	0-3	GR/CL	"	2.5Y8/1@30"	42	N/A	"	"
		3-27	SBK/ABK/C	FI/SEXP/S/P					
		27-42	PL/ABK/C	FI/SEXP/S/P					
3	"	0-6	GR/SCL	FR/SEXP/SS/SP	>41" TO SOIL WETNESS	41	"	"	PS, IV .225GPD/FT2
		6-25	SBK/C	FI/SEXP/S/P					
		25-41	ABK/C	FI/SEXP/S/P					
4	"	0-6	GR/SCL	FR/SEXP/SS/SP	>46" TO SOIL WETNESS	46	"	"	PS IV .25GPD/FT2
		6-46	SBK/ABK/C	FI/SEXP/S/P					
5	"	0-7	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	"
		7-48	SBK/ABK/C	FI/SEXP/S/P					
6	"	0-5	GR/SCL	FR/SEXP/SS/SP	>46" TO SOIL WETNESS	46	"	"	PS,IV .3GPD/FT2
		5-24	SBK/C	FI/SEXP/S/P					
		24-46	SBK/SCL	FR/SEXP/SS/SP					
7	"	0-4	GR/CL	FR/SEXP/SS/SP	>42" TO SOIL WETNESS	32	US	"	US,IV .25GPD/FT2
		4-32	SBK/ABK/C	FI/SEXP/S/P					
		32-42	M/CL	FR/SEXP/SS/SP					

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

Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 6/26/2006.
Others Present:
Site Evaluation By: David Cornelius, RS

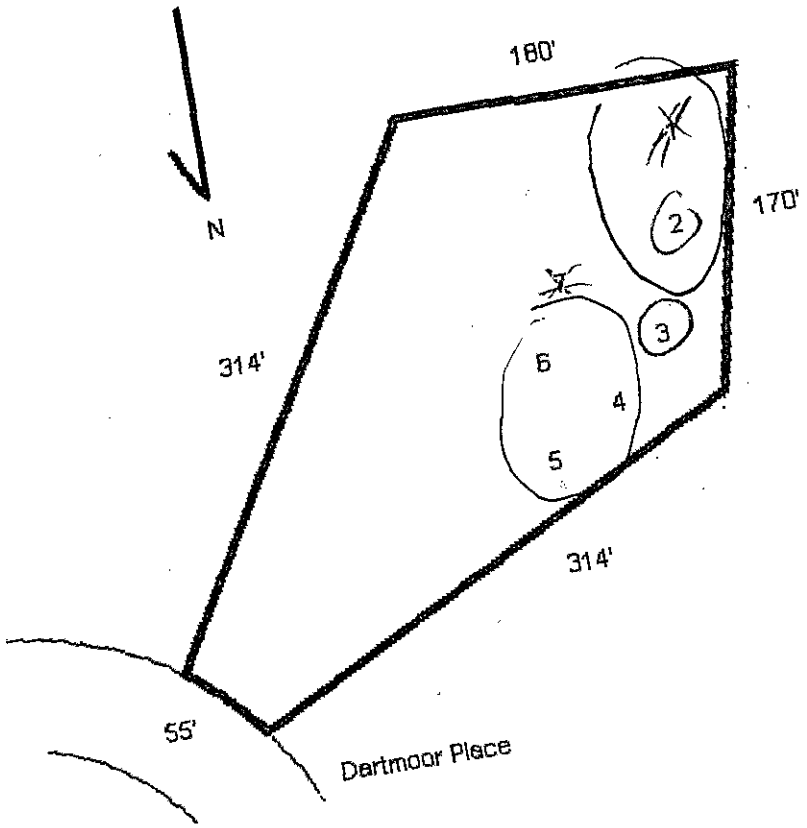


FILE # 43213

COMMENTS 100% Repair

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR	CONSISTENCE MOIST	CONSISTENCE WET
R-RIDGE	I	S-SAND	1.2-0.8		
S-SHOULDER SLOPE		LS-LOAMY SAND		VFR-VERY FRIABLE	NS-NON-STICKY
L-LINEAR SLOPE				FR-FRIABLE	SS-SLIGHTLYSTICKY
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6	FI-FIRM	S-STICKY
N-NOSE SLOPE		L-LOAM		VFI-VERY FIRM	VS-VERY STICKY
H-HEAD SLOPE				EFI-EXTREMELY FIRM	NP-NON-PLASTIC
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3		SP-SLIGHTLYSTICKY
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM			P-PLASTIC
T-TERRACE		CL-CLAY LOAM			VP-VERY PLASTIC
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM			
	IV	SC-SANDY CLAY	0.4-0.1		
		SIC-SILTY CLAY			
		O-ORGANIC			

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



PROPOSED PLOT PLAN

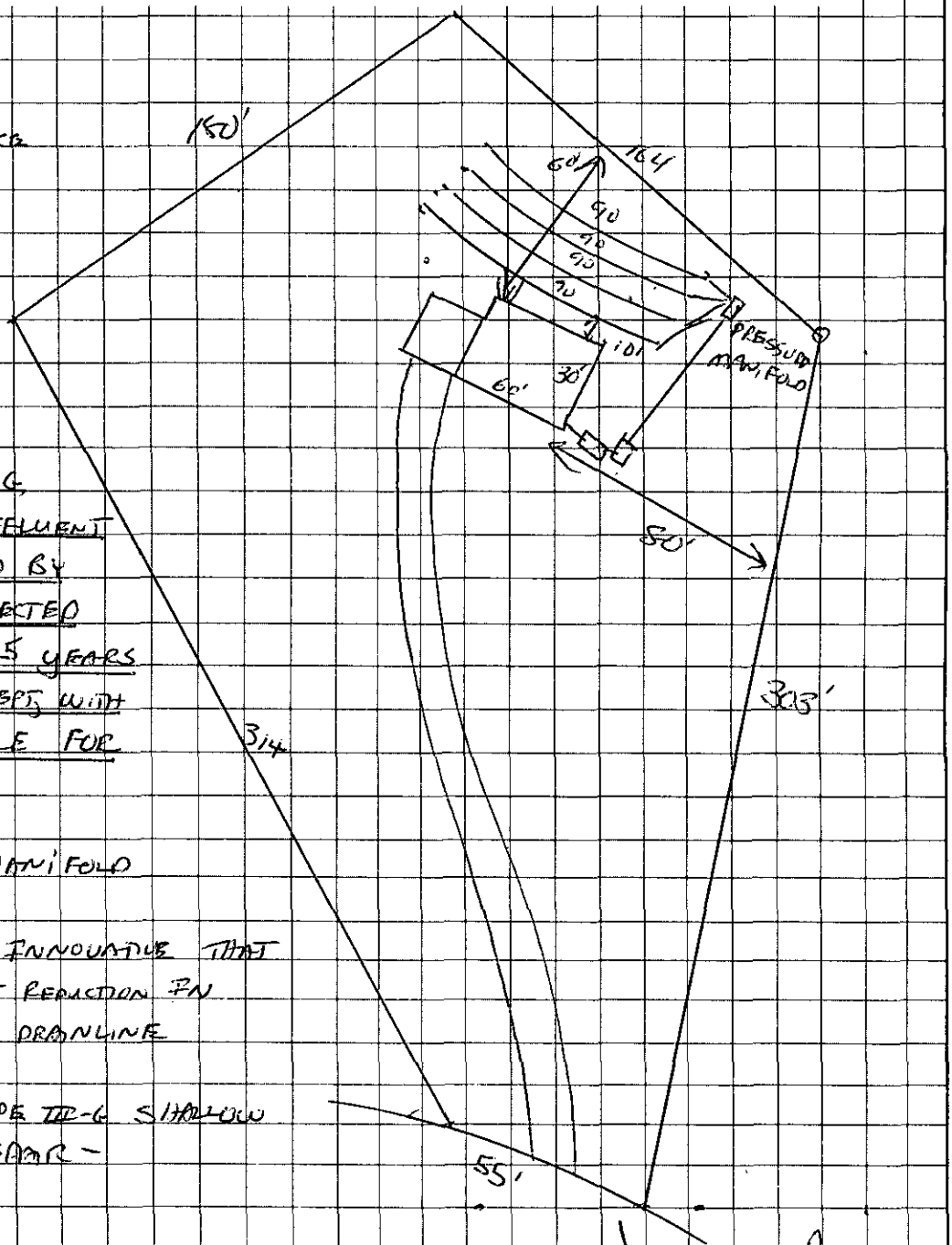
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4321B

TC: 139-052-32

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.

PERMIT FOR
CECIL KEATON
8803 DARTMOOR PLACE



SCALE 1" = 60'

(1) THIS IS A TYPE III-B, G SYSTEM UTILIZING AN EFFLUENT PUMP THAT IS REQUIRED BY STATE LAW TO BE INSPECTED AT LEAST ONCE EVERY 5 YEARS BY THE LOCAL HEALTH DEPT, WITH THE OWNERS RESPONSIBLE FOR ANY FEES.

(2) USE A PRESSURE MANIFOLD

(3) THIS IS AN TYPE III-G INNOVATIVE THAT ALLOWS FOR A 25% REDUCTION IN TOTAL LINEAR FEET OF DRAINLINE

(4) REPAIR AREA IS A TYPE III-G SHALLOW (18") INNOVATIVE REPAIR -

OWNER/AGENT SIGNATURE

DATE 2-25-03

APPROVAL DATE 2/21/03

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

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 4321B

Tax Number: 139-052-32

The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.

CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.

Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	✓ Yes	___ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	X Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
25 Long-term acceptance rate	360 Max gallons/day wastewater flow	1440 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
ND Serviced by private well	1500 Gallon septic tank	360 Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	1000 Gallon pump tank	NA Depth of stone		
Any surface waters present:	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions: (1) REQUIRES PRESSURE MANIFOLD (2) REQUIRES AGREEMENT FORMS (3)				
Repair Area System Type Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	X Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
1440 Absorption Area (Sq ft) 360 Total Trench Length (Ft)	NA 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.

DEHNR Authorized Agent — Date: 2/21/03

Owner/Agent Signature — Date: 2-25-03

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

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

FEE: 200

DATE: 5-9-00 Rev 11/12

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

[ ] CRT

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

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

FILE #: 4/2/13

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION: 135-053-03 (2)

TAX/PARCEL NUMBER: ~~NOT YET ASSIGNED~~

STREET ADDRESS: 8803 BROOK GREEN DR.

SUBDIVISION OR MOBILE HOME PARK NAME: Glen Croft

LOT NUMBER: 3

TOWNSHIP (CHECK ONE):

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

CLOSING DATE 4/27/00

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2163 sq ft.

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 5

FOUNDATION FOR RESIDENCE:

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

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

N/A

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

WATER SUPPLY (CHECK ONE):

X 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 X NO
EXISTING WASTEWATER SYSTEMS __ YES X NO
EASTMENTS OR RIGHT-OF-WAYS __ YES X NO
WELL, SPRINGS OR WATERLINES __ YES X NO
DESIGNATED WETLANDS __ YES X NO

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: (LAST) KIM (FIRST) JOHN (MI) B	NAME: (LAST) (FIRST) (MI)
ADDRESS: 8803 BROOK GREEN DR.	DAYTIME PHONE: ( ) —
CITY: Mint Hill STATE: NC ZIP: 28211	
DAYTIME PHONE: (704) 363 – 6725	

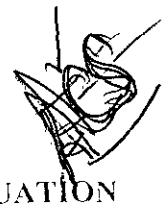
WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 4/27/00.

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: John Kim DATE: 5/3/00.

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

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



#2

Sheet: _____

Property ID: PO 139-05-2-03

Lot #: 3

File #: 4321B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: John B Hem APPLICANT: _____

ADDRESS: 160 3 Brook Green Dr. Charlotte DATE EVALUATED: 6-16-00

PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 480gpd PROPERTY SIZE: 1.32

LOCATION OF SITE: 8803 Brook Green Dr. PROPERTY RECORDED: _____

WATER SUPPLY: ☐Private ☐Public ☐Well ☐Spring ☒Other Community

EVALUATION METHOD: ☒Augur Boring ☐Pit ☐Cut

TYPE OF WASTEWATER: ☒Sewage ☐Industrial Process ☐Mixed

PROFILE #	6-16-00 .1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS	0-4"	gr/cl	Fr/SE/SP/SS/SP	712" TO SOIL WETNESS	12"	N/A	None	US
		4-12"	M/C	VFi/Mixed/05/up					
2	LS	0-8"	gr/cl	Fr/SE/SP/SS/SP	720" TO SOIL WETNESS	20"	N/A	None	US
		8-20"	AB M/C	VFi/Mixed/05/up					
3	LS	0-7"	gr/scl	Fr/SE/SP/SS/SP	728" TO SOIL WETNESS	28"	N/A	None	US NC .139(F2 CLAPS
		7-28"	SAB M/C	Fi/SE/SP/SLP					
4	LS	0-7"	gr/scl	Fr/SE/SP/SS/SP	731" TO SOIL WETNESS	31"	N/A	None	US NC .139(F2
		7-28"	SAB M/C	Fi/SE/SP/SLP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	US	US
System Type(s)		
Site LTAR	.139(F2	.139(F2

OTHER FACTORS (.1946): _____

SITE CLASSIFICATION (.1948): Unsuitable

EVALUATED BY: Wm A. Mackie LSS - 6-21-00

OTHER(S) PRESENT: _____

FILE # 4321 B

COMMENTS 100% Repair

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR
R-RIDGE	I	S-SAND	1.2-0.8
S-SHOULDER SLOPE		LS-LOAMY SAND	
L-LINEAR SLOPE			
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6
N-NOSE SLOPE		L-LOAM	
H-HEAD SLOPE			
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM	
T-TERRACE		CL-CLAY LOAM	
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM	
	IV	SC-SANDY CLAY	0.4-0.1
		SIC-SILTY CLAY	
		O-ORGANIC	

CONSISTENCE	
MOIST	WET
VFR-VERY FRIABLE	NS-NON-STICKY
FR-FRIABLE	SS-SLIGHTLYSTICKY
FI-FIRM	S-STICKY
VFI-VERY FIRM	VS-VERY STICKY
EFI-EXTREMELY FIRM	NP-NON-PLASTIC
	SP-SLIGHTLYSTICKY
	P-PLASTIC
	VP-VERY PLASTIC

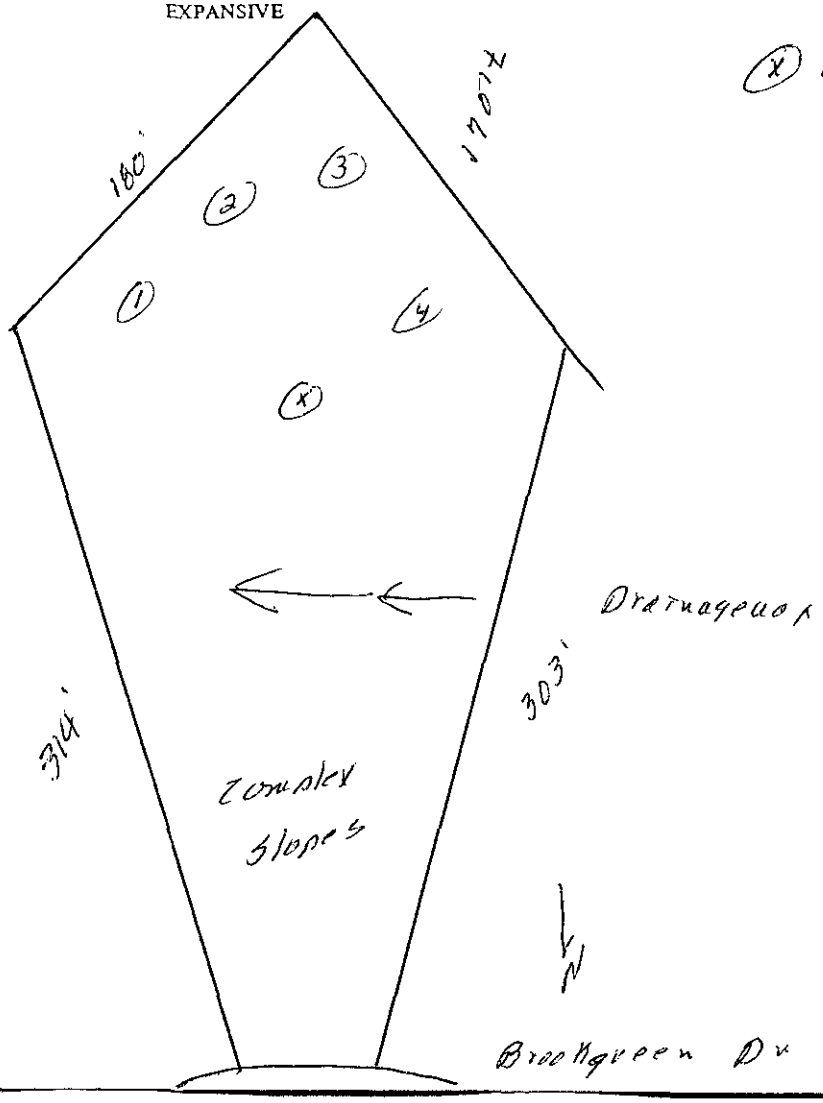
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



Mecklenburg County
Health Department

July 18, 2000

John B. Kim
270-D Unionville-Indian Trail Rd.
Indian Trail, NC 28079

Re: 8803 Brookgreen Drive
File: 4321B
Parcel: 139-052-03PO

Dear Property Owner:

Receipt of your Application for Improvement Permit for the above referenced property is acknowledged. A soil evaluation and a site visit have been conducted. The results of the evaluation indicated that the site is **UNSUITABLE** under Rule .1943 **SOIL DEPTH**. For this reason your Application for Improvement Permit is denied. A possible way to develop the site exists under Rule .1948(d), which reads as follows:

> A site classified as **UNSUITABLE** may be used for a ground absorption sewage treatment and disposal system specifically identified in Rules .1955, .1956, or .1957 of this Section or a system approved under Rule .1969 if written documentation including engineering, hydrogeologic, geologic or soil studies, indicates to the local health department that the proposed system can be expected to function satisfactorily. Such sites shall be reclassified as **PROVISIONALLY SUITABLE** if the local health department determines that the substantiating data indicate that:
>
> (1) a ground absorption system can be installed so that the effluent will be non-pathogenic, non-infectious, non-toxic, and non-hazardous;
> (2) the effluent will not contaminate ground or surface water; and
> (3) the effluent will be exposed on the ground surface or be discharged to surface waters where it could come in contact with people, animals, or vectors.

The State shall review the substantiating date if requested by the local health department.

Please be advised that you have the right to an informal review by this department. You also have the right to appeal under G.S. 130A-24, and to have the appeal held in Mecklenburg County

If you have any questions regarding this matter, please call me at 336-5573.

Sincerely,

J. Andrew Walker, R.S.
Individual Water and Wastewater Systems

JAW:gc

2010 UTS olC

Groundwater & Wastewater Services
Septic Project File & Data Review Worksheet

GWS File #: 43213 WASPS App #: 4694

Primary ES assigned to project: C J

Secondary ES assigned to project: _____

Project Type: New System ☐ Alteration ☐ Repair ☐ Modified Plot Plan ☐ UTS

I. File Review:

Rule or Law	Permit Application			
.1937(d)	Is the Application complete	Yes ☑	No ☐	N/A ☐
.1937(d)	Is there a Site plan/Plat with application	Yes ☑	No ☐	N/A ☐
.1937(d)	Is the Facility shown?	Yes ☑	No ☐	N/A ☐
.1937(d)	Are appurtenances shown	Yes ☑	No ☐	N/A ☐
	Site Evaluation Information			
.1939 (a)(1)	Topography and Landscape Position Recorded?	Yes ☐	No ☐	N/A ☐
.1940 (a-g)	Slope % Recorded?	Yes ☐	No ☐	N/A ☐
.1939 (a)(2)	Texture Class Recorded?	Yes ☐	No ☐	N/A ☐
.1939 (a)(2)	Structure type Recorded?	Yes ☐	No ☐	N/A ☐
.1939 (a)(2)	Consistence Recorded?	Yes ☐	No ☐	N/A ☐
.1939 (a)(2)	Mineralogy Recorded?	Yes ☐	No ☐	N/A ☐
.1939 (a)(3)	Soil Wetness Condition Recorded?	Yes ☐	No ☐	N/A ☐
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered	Yes ☐	No ☐	N/A ☐
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	Yes ☐	No ☐	N/A ☐
.1939 (a)(6)	Sufficient Available Space Recorded?	Yes ☐	No ☐	N/A ☐
.1937(m)	Are the Profile Locations Shown?			
.1939(a)	Are the S/PS Profiles in system & in repair area?	Yes ☐	No ☐	N/A ☐
& .1945(b)	Number of auger borings made: _____ Were sufficient auger borings made?	Yes ☐	No ☐	N/A ☐
.1939(d), .1955, .1956, .1957	LTAR	Yes ☐	No ☐	N/A ☐
	Improvement Permit/Construction Authorization			
.1937(g)	Proposed System Type stated-Initial	Yes ☐	No ☐	N/A ☐
130A-336(a) .1945(b)	Proposed System Type stated-Repair	Yes ☐	No ☐	N/A ☐
130A-336 (a)(3)	System location identifiable by setbacks - Initial	Yes ☐	No ☐	N/A ☐
.1937(g)	System components shown – Initial	Yes ☐	No ☐	N/A ☐
.1945(b) .1945(b)	Repair area shown	Yes ☐	No ☐	N/A ☐
.1937 (f)(g)	Does System design match facility, flow & WWcharacteristics?	Yes ☐	No ☐	N/A ☐
.1937 (f)(g)	Is System design consistent with soil/site conditions?	Yes ☐	No ☐	N/A ☐
.1937 (f)(g)	Is the System located in the approved area?	Yes ☐	No ☐	N/A ☐
130A-336(a)	Is the Design flow (gpd) indicated?	Yes ☐	No ☐	N/A ☐

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:

_____

_____

_____

_____

_____

IA issued date: _____

OP issued date: _____

Review performed by: _____ Date performed: 9-10-10

Groundwater & Wastewater Services
Septic Project File & Data Review Worksheet

GWS File #: 4321B

WASPS App #: 1473

Primary ES assigned to project: DC

Secondary ES assigned to project:

Project Type: New System ☑ Alteration ☐ Repair ☐ Modified Plot Plan ☐

LD 4/7/08 Pass 5/6/09

I. File Review:

Rule or Law				
	Permit Application			
.1937(d)	Is the Application complete	Yes ☑	No ☐	N/A ☐
.1937(d)	Is there a Site plan/Plat with application	Yes ☑	No ☐	N/A ☐
.1937(d)	Is the Facility shown?	Yes ☑	No ☐	N/A ☐
.1937(d)	Are appurtenances shown	Yes ☑	No ☐	N/A ☐
	Site Evaluation Information			
.1939 (a)(1)	Topography and Landscape Position Recorded?	Yes ☑	No ☐	N/A ☐
.1940 (a-g)	Slope % Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Texture Class Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Structure type Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Consistence Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(2)	Mineralogy Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(3)	Soil Wetness Condition Recorded?	Yes ☑	No ☐	N/A ☐
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered	Yes ☐	No ☐	N/A ☑
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	Yes ☐	No ☐	N/A ☑
.1939 (a)(6)	Sufficient Available Space Recorded?	Yes ☑	No ☐	N/A ☐
.1937(m)	Are the Profile Locations Shown?			
.1939(a)	Are the S/PS Profiles in system & in repair area?	Yes ☐	No ☐	N/A ☐
& .1945(b)	Number of auger borings made: 7 Were sufficient auger borings made?	Yes ☐	No ☐	N/A ☑
.1939(d), .1955, .1956, .1957	LTAR ?	Yes ☐	No ☐	N/A ☐
	Improvement Permit/Construction Authorization			
.1937(g) 130A-336(a)	Proposed System Type stated-Initial	Yes ☑	No ☐	N/A ☐
.1945(b) 130A-336 (a)(3)	Proposed System Type stated-Repair System location identifiable by setbacks - Initial	Yes ☑	No ☐	N/A ☐
.1937(g) .1945(b)	System components shown – Initial	Yes ☑ Yes ☑	No ☐ No ☐	N/A ☐ N/A ☐
.1945(b)	Repair area shown	Yes ☑	No ☐	N/A ☐
.1937 (f)(g)	Does System design match facility, flow & WWcharacteristics?	Yes ☑	No ☑	N/A ☐
.1937 (f)(g)	Is System design consistent with soil/site conditions?	Yes ☑	No ☑	N/A ☐
.1937 (f)(g)	Is the System located in the approved area?	Yes ☑	No ☑	N/A ☐
130A-336(a)	Is the Design flow (gpd) indicated?	Yes ☑	No ☑	N/A ☐

4-bdrm DO up 1 time new app

soils are listed initial system US repair system US 4-bdrm

4-bdrm

4-bdrm

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 ☐

4-8-09

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:

See we. OK JR

IA issued date: 4-2-09

OP issued date: 5-4-09

Review performed by: JR

Date performed: 4-8-09

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	07/07/10	**Amount:**	100.00
Receipt #:	68491	**Tendered:**	100.00
Check / Auth #:	CASH	**Returned:**	0.00
Received By:	BEACHMS		

Account Information

Account #: 200000
Contractor: NIGINIO ROMERO
Attn:
Address: 8803 DARTMOOR PLACE
Address:
City/State/Zip: MINT HILL, NC 28227

Item	Description	Permit#	Quantity	Unit Price	Total Price
0705	MH Exc/Add/Repl w/o System Mod 8803 DARTMOOR PLACE		1	100.00	100.00

Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
	7.21				

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	04/07/08	**Amount:**	150.00
Receipt #:	56805	**Tendered:**	150.00
Check / Auth #:	CASH	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #: 200000
Contractor: ROMERO HIGINIO
Attn:
Address: 4441 CENTRAL AVENUE
Address:
City/State/Zip: CHARLOTTE, NC 28205

Item	Description	Permit#	Quantity	Unit Price	Total Price
0734	Auth for Waste Wtr Sys Constr 8803 DARTMOOR PLACE/FILE 4321B		1	150.00	150.00

Outstanding Balances

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	04/07/08	**Amount:**	150.00
Receipt #:	56806	**Tendered:**	150.00
Check / Auth #:	CASH	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #: 200000
Contractor: ROMERO HIGINIO
Attn:
Address: 4441 CENTRAL AVE
Address:
City/State/Zip: CHARLOTTE, NC 28205

Item	Description	Permit#	Quantity	Unit Price	Total Price
0703	Installation/Final Approval 8803 DARTMOOR PL/FILE 4321B		1	150.00	150.00

Outstanding Balances

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

Carolina Realty & Investing Group, LLC
5130 Monroe Road
Charlotte NC 28205
Phone: 704-569-9111, Fax: 704-569-0389

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, approved and recorded. 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 [illegible]) with the New Construction Addendum (Form 243-T).

Romero Higinio

as Buyer, hereby offers to purchase and

Jason Marcocci

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 Mint Hill, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address 8803 Dartmoor Place Zip 28227
Subdivision Name Glencroft
Plat Reference: Lot n/a, 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 14889 at Page 32).

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 Incorpo Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **PURCHASE PRICE:** The purchase price is $ 65,000 and shall be paid as follows:

(a) $ 500.00, 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 Carolina Realty & Investing Group, LLC ("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 n/a, 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 secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(e) $ 10,000, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) $ 54,500, 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: seller finance 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 [illegible]

09/12/2006 09:43 7045693622 7056.IMPACTO.MSICA PAGE 01

Sep 13 06 04:00p Ann Cabaniss 704-569-0389 p.3

points not to exceed n/a % of the loan amount. Buyer shall apply for said loan within n/a days ... 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 ... 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' asso... special assessments, except as follows:

n/a

(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

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 $ n/a per n/a

6. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer 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 ins... 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 October 15, 2006, at a place designated by Buyer. The deed is to be made to buyer(s)

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 October 10, 2006 that this condition cannot be satisfied, **time being of the essence.**

(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 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 Buyer, except Seller, by no later than October 15, 2006, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, 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 October 15, 2006 that this condition cannot be satisfied, **time being of the essence.**

☐ 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 appraisal, 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 is 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 HERE)

Seller Financing addendum attached

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 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 h 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 PRO FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER _____ DATE 9-12-06 (SEAL)
Romero Riginio

SELLER _____ DATE 9/15/06 (SEAL)
Jason Marcocci

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date 9/12/06

Firm: Carolina Realty & Investing Group, LLC

By: _____
(Signature)

Selling Agent/Firm/Phone Ann Cabaniss/Carolina Realty & Investing Group/704-569-9111

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

Listing Agent/Firm/Phone Pamela Marcocci/Springsteed Realty, INC/702-527-6000

VACANT LOT OFFER TO PURCHASE AND CONTRACT

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

Cecil Keyton & Shauna Keyton (married), as Buyer, hereby offers to purchase and _____, 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 Mint Hill, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address 2924 Dogwood Pl. Lot 3 Zip 28227
Subdivision Name Glencroft
Plat Reference: Lot 3, Block or Section _____ as shown on
Plat Book or Slide 10895 at Page(s) 256
NOTE: Prior to signing this Vacant Lot Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **PURCHASE PRICE:** The purchase price is $ 145,500 and shall be paid as follows:

(a) $ 1000.00, **EARNEST MONEY DEPOSIT** with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: None to be deposited and held in escrow by Prudential Carolinas Realty ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

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

(c) $ 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.

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

(e) $ 144,500.00, **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 ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other: N/A loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at an initial interest rate not to exceed 7 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer shall apply for said loan within 7 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 1/25/03 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
STANDARD FORM 12 - T
© 7/2002

Buyer Initials CMK SDK Seller Initials _____

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 Single Family Residential Purposes 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 paving 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

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 _____.

6. **CLOSING EXPENSES:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be $ 0, 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 Feb 7, 2003, at a place designated by Buyer. The deed is to be made to Carol Lee Ann C Sawyer Rachel (Married).

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

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

Buyer Initials CLR SDK Seller Initials _____

11. **SEWER SYSTEM** (check only ONE):
☐ Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

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

☒ This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department ("County") for a (check only ONE) ☒ conventional or ☐ other alt _____, ground absorption sewage system for a 3 bedroom home. All costs and expenses of obtaining such Permit shall be borne by Buyer, except Seller shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections no later than 1/14/03. Buyer shall use Buyer's best efforts to obtain such Permit. If the ground absorption sewage system is not permitted, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until 1/27/03, *time being of the essence*, to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

12. **SOIL, WATER, UTILITIES AND ENVIRONMENTAL CONTINGENCY:** This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until 1/27/03, *time being of the essence*, to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

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

14. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.) Additional Provisions Addendum

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

16. **ASSIGNMENT:** This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

17. **PARTIES:** This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

Buyer Initials DWK SDK Seller Initials _____

28. 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 herein, and the parties adopt the word "SEAL" beside their signatures below.

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

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

Date: 1-7-03 Date: 1-10-07

Buyer _____ (SEAL) Seller Glenwood Associates (SEAL)

Date: 1-7-03 Date: 8:1

Buyer _____ (SEAL) Seller _____ (SEAL)

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: 1/7/03 Firm: Prudential Carolinas Realty

By: _____ (Signature)

Selling Agent/Firm/Phone: Greg Camp / Prudential Carolinas / 704-548-8200
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone: Fran Harris Realtors
Acting as ☒ Seller's (sub)Agent ☐ Dual Agent

GW's contract on project held
9/8/10 JJC