FILE NUMBER: 8240

Revised On: August 31, 2007

APPLICATION NUMBER: 3286

SEPTIC FEE: $200
DATE: 2/22/08
CHK 1005

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

WELL FEE: _____
DATE: _____

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

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

3. JOB LOCATION INFORMATION:

TAX PARCEL NUMBER: 19921167
STREET ADDRESS: 11552 Shopton Rd W
CITY: Charlotte
STATE: NC ZIP: 28278
SUBDIVISION NAME: None
LOT #: LOT SIZE (acres): 3.214
TOWNSHIP:

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

4. BUILDING INFORMATION:

BUILDING TYPE:

☐ SINGLE MOBILE HOME ☐ MODULAR HOME
☐ DOUBLE WIDE ☐ MULTIPLE FAMILY
☑ HOUSE ☐ OTHER _____

HEATED SQUARE FOOTAGE: 4000 (Approx)
NUMBER OF BEDROOMS: 5
NUMBER OF OCCUPANTS: 5

FOUNDATION TYPE:

☐ CONCRETE SLAB ☑ BASEMENT WITH PLUMBING
☐ CRAWL SPACE ☐ BASMENT WITH NO PLUMBING

5. IF PLANNING TO EXPAND OR ALTER THE EXISTING SYSTEM PLEASE COMPLETE THE FOLLOWING SECTION: ☐ N/A

NUMBER OF BEDROOMS TO BE ADDED: _____ NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE: _____

6. WATER SUPPLY: ☐ MUNICIPAL ☐ PUBLIC WELL ☑ PRIVATE WELL ☐ SHARED WELL ☐ SPRING

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

8. PLEASE INDICATE AND RANK DESIRED SEPTIC SYSTEM TYPE(S) IN ORDER OF PREFERENCE *(1-MOST DESIRED 5-LEAST DESIRED):*

☑ ANY TYPE ☐ CONVENTIONAL ☐ ACCEPTED ☐ INNOVATIVE ☐ ALTERNATIVE ☐ OTHER _____

8A. RANK: ____ ____ ____ ____ ____

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

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

10. PROPERTY OWNER:

NAME: Kelly PRomona Rankin
ADDRESS: 2020 Jefferson Ave
CITY: Gastonia
STATE: NC ZIP: 28056
HOME PHONE: 704-517-9400 WORK PHONE:
MOBILE PHONE: 704-609-9488 FAX:

11. OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:

NAME: Dana Forbes
ADDRESS: 1000 Village Harbor Dr
CITY: Lake Wylie
STATE: SC ZIP: 29710
HOME PHONE: WORK PHONE: 704-258-0933
MOBILE PHONE: FAX: 866-420-3951

12. WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____
13 WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 3/12/08

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

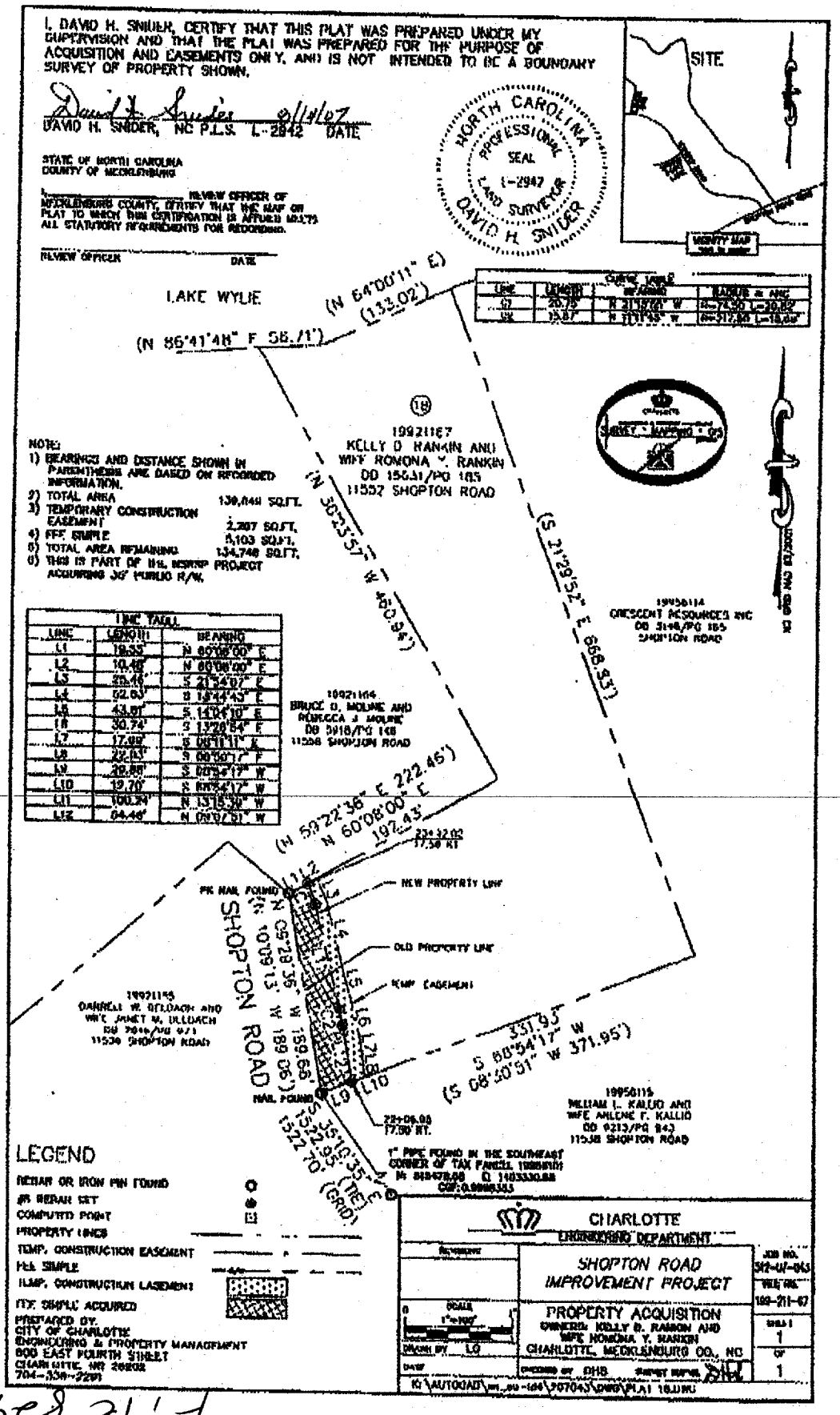
_____ 2/21/08
Property Owner's or Owner's Legal Representative Signature | Date

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

D Forbes 2/22/08
Property Owner's or Owner's Legal Representative Signature | Date

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

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

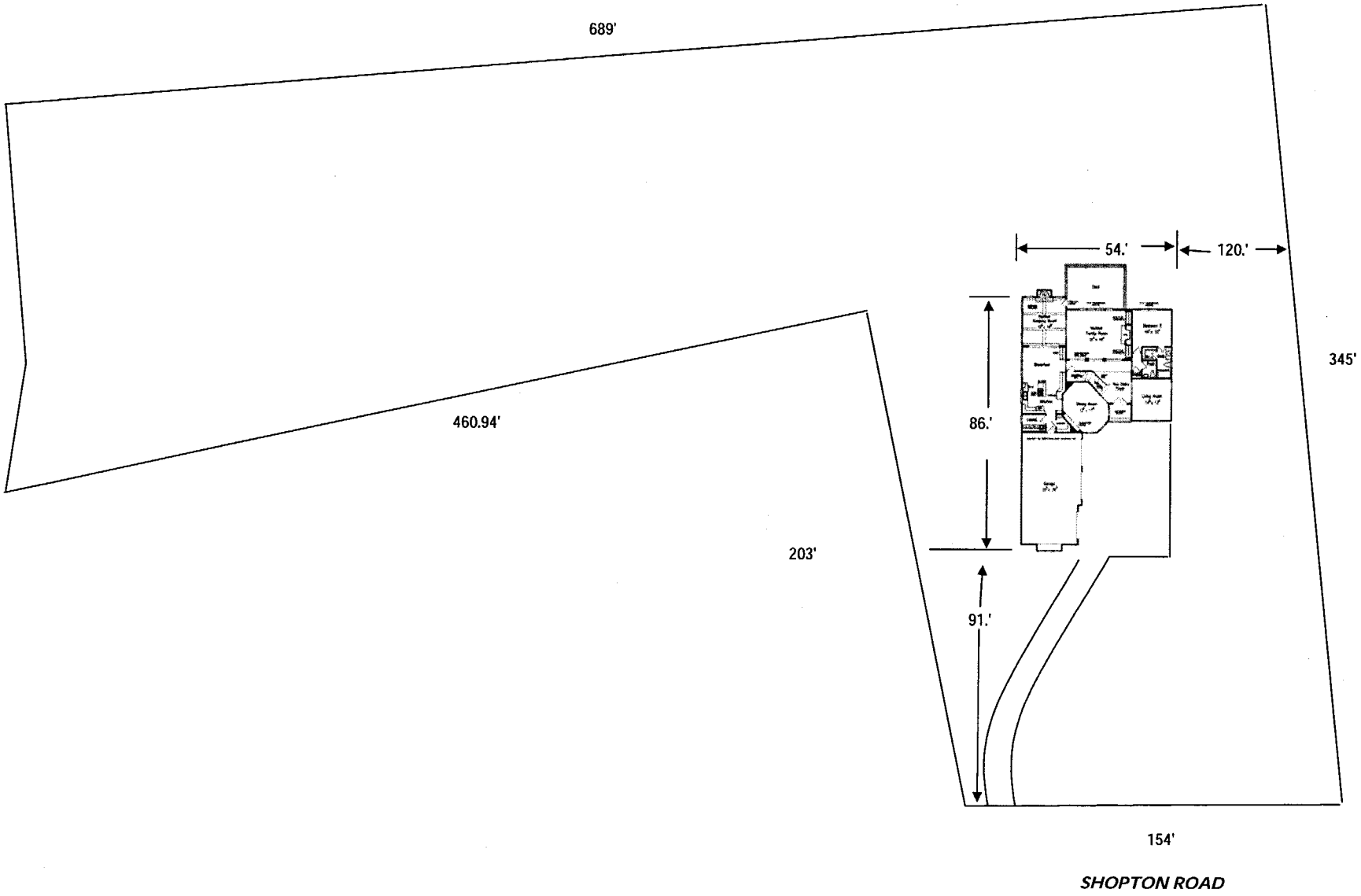


checked 2/1

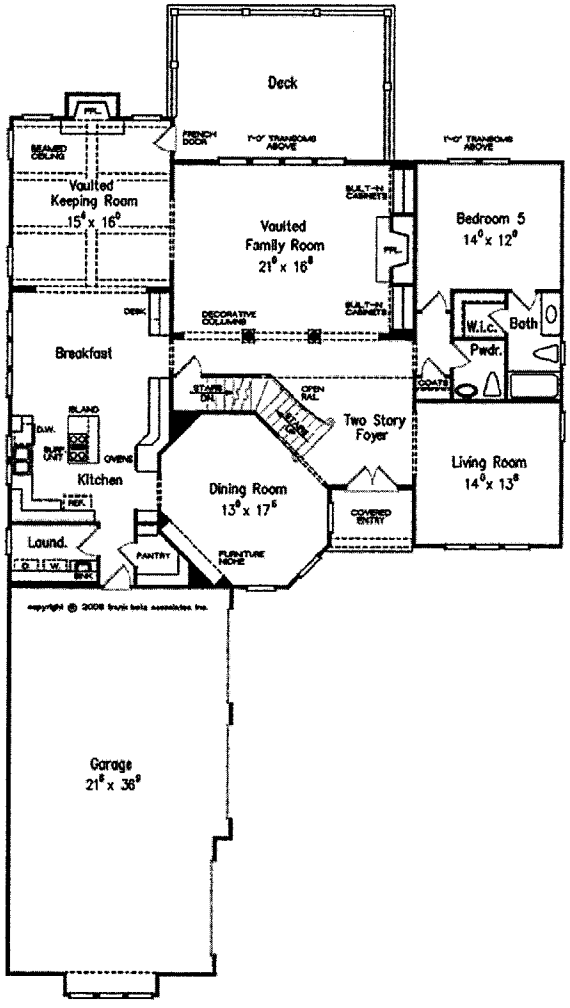
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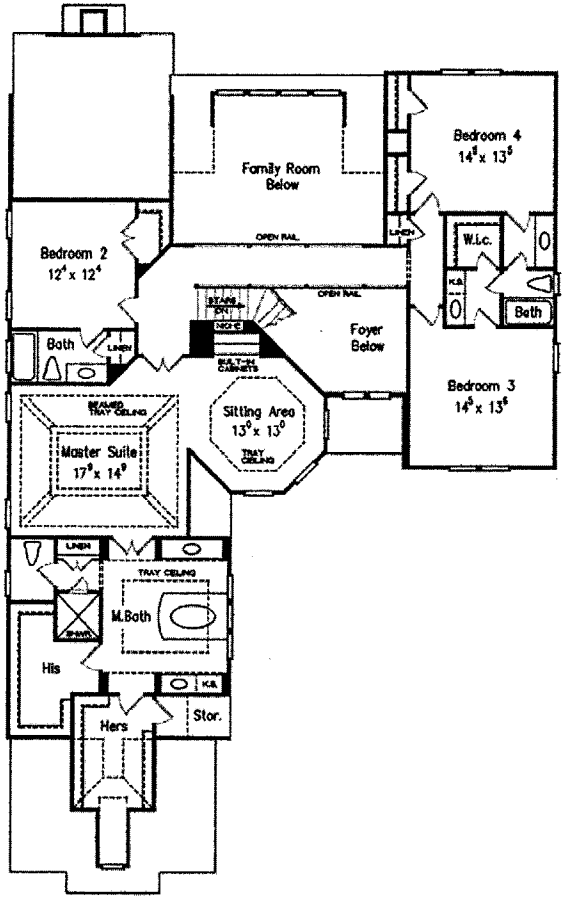
PROPOSED PLOT PLAN



FIRST FLOOR



2ND FLOOR



Room	Width x Depth	Square Footage	Ceiling
Foyer	8'0" x 10'6"	~84	19'0"
Family Room	21'0" x 16'8"	~350	19'0"
Keeping Room	15'6" x 16'0"	~248	16'6"
Living Room	14'0" x 13'8"	~191	9'0"
Kitchen	14'3" x 10'0"	~142	9'0"
Dining Room	13'0" x 17'6"	~227	9'0"
Breakfast	13'6" x 12'0"	~162	9'0"
Master Bedroom	17'9" x 14'9"	~261	12'10"
Master Closet -	8'0" x 11'0"	~88	9'0"
Master Closet - His	6'0" x 13'0"	~78	9'0"
Master Bathroom	12'6" x 15'0"	~187	9'10"
Master Sitting Room	13'0" x 13'0"	~169	9'10"
Bedroom 2	12'4" x 12'4"	~152	9'0"
Bedroom 3	14'5" x 13'6"	~194	9'0"
Bedroom 4	14'5" x 13'5"	~193	9'0"
Bedroom 5	14'0" x 12'0"	~168	9'0"
Laundry Room	8'4" x 5'6"	~45	9'0"
Garage	21'6" x 36'9"	~790	

Stories: 2

Square Footage

Total: 4154 sq. ft.
Main Level: 2,136
Second Level: 2,018

Dimensions
Width: 54'

Depth: 86'

Bedroom(s) 5

Bath(s):
Full: 4
Half: 1

Garage Bays: 3

Foundation: Unfinished Basement

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

Sheet: 1 of 2
Property ID: 199-211-67
Lot #:
File #: 8240
AppID: 3286

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Kelly and Romona Rankin
Applicant: Dana Forbes
Address: 2020 Jefferson Av., Gastonia, NC 28056
Date Evaluated: 3/10/2008
Proposed Facility: Residence
Design Flow (.1949): 600 gpd
Property Size: 3.214a
Location of Site: 11552 Shopton Rd West
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY 1941 1941 Structure/ Texture	1941 Consistence Mineralogy	b PROFILE FACTORS 1942 Soil Wetness Color	1943 Soil Depth (IN.)	1956 Sapro Class	1944 Restr. Horiz.	Profile Class & LTAR
1	LS,10	0-9	GR/CL	FR/SS/SP/SEXP	>48" TO SOIL WETNESS	48	N/A	NONE	PS,IV
		9-48	SBK/C	FI/S/P/SEXP					.3 GPD/FT2
2	"	0-3	GR/CL	FR/SS/SP/SEXP	>42" TO SOIL WETNESS	42	"	"	"
		3-42	SBK/C	FI/S/P/SEXP					
		42+	M/SAP						
3	"	0-5	GR/CL	FR/SS/SP/SEXP	>48" TO SOIL WETNESS	48	"	"	"
		5-48	SBK/C	FI/S/P/SEXP					
4	"	0-10	GR/CL	FR/SS/SP/SEXP	"	"	"	"	"
		10-48	SBK/C	FI/S/P/SEXP					
5	"	0-4	GR/CL	FR/SS/SP/SEXP	"	"	"	"	"
		4-48	SBK/C	FI/S/P/SEXP					
					SITE LTAR				.3 GPD/FT2

Description	Initial System	Repair System
Available Space (.1945)	PS	PS
System Type(s)	IIIb	IV a
Site LTAR	.3 GPD/FT2	.3 GPD/FT2

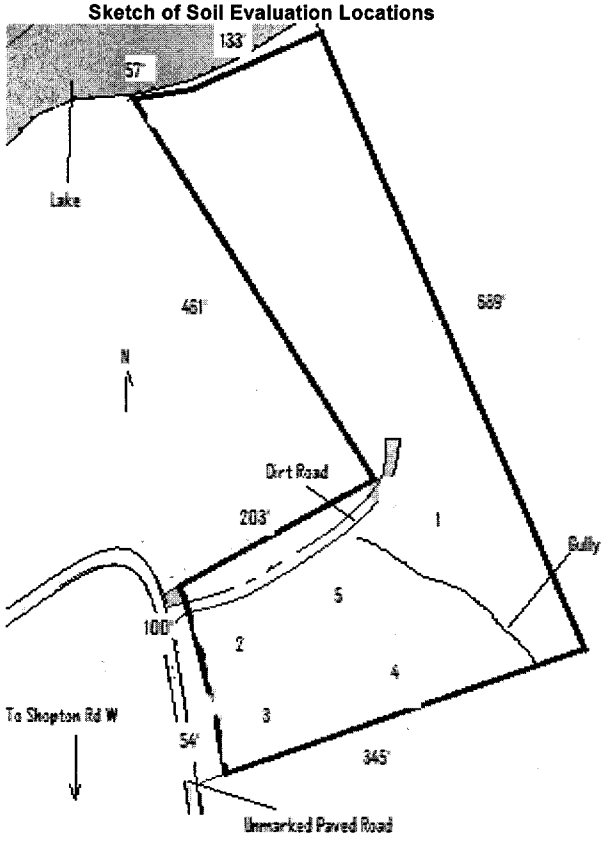
Other Factors (.1946):
Soil Evaluation By: C.Sherrill, RS, LSS
Others Present: D.Forbes
Site Classification (.1948): PS
Site Evaluation By: C.Sherrill, RS, LSS
Others Present: D.Forbes

COMMENTS: 100% Repair Required due to resurveying of property line 6/2003

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

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

Sketch of Soil Evaluation Locations



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

NC DENR
Division of Environmental Health
On-Site Wastewater Section

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

Permit #: **30003286** GWS File #: **8240** Tax Parcel #: **199-211-67**

- 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):** 3/26/2013

Type of Installation: Residential - New System Lot Number: 0

Structure Type: HOUSE Size (ft^2): 4000 # Bedrooms: 5 # Occupants: 3

Building Foundation: Basement With Plumbing Water Supply: Private Well

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

Initial System Specifications:

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

III. Repair System Type: PPBPS (pressurized) **System Classification:** IVa

Repair System Specifications:

Design Flow (gpd):	600	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	1500
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1000	Total Trench Length (ft):	333
Maximum Trench Depth (in):	30	Depth of Media (in):	24	Distribution Device:	Manifold (LPP Distri		

IV. Permit Conditions/Comments:

(Please See the Following Page for Permit Conditions.)

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

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

DENR Authorized Agent: Chris Sherrill

Signature: _____

Date Issued: 3/26/2008

Owner/Legal Agent: _____
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 #: **30003286** GWS File #: **8240**

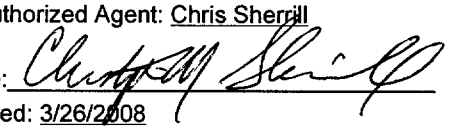
IV. Permit Conditions/Comments:

- 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.
- This type of repair system requires the installation of a pump tank and all associated components. This type of system will require routine inspections by our office. The system owner is responsible for all fees associated with these inspections.
- This type of repair system requires the property owner to obtain a contract with a Certified Operator to perform routine inspections and maintenance on the system.
- This type of repair system requires periodic inspections 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 supply pipe shall be installed with a minimum of 30" of compacted cover over the pipe or properly sleeved under areas that are subject to vehicular traffic.

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

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

DENR Authorized Agent: Chris Sherrill

Signature: 

Date Issued: 3/26/2008

Owner/Legal Agent: _____
Print Name

Signature: _____

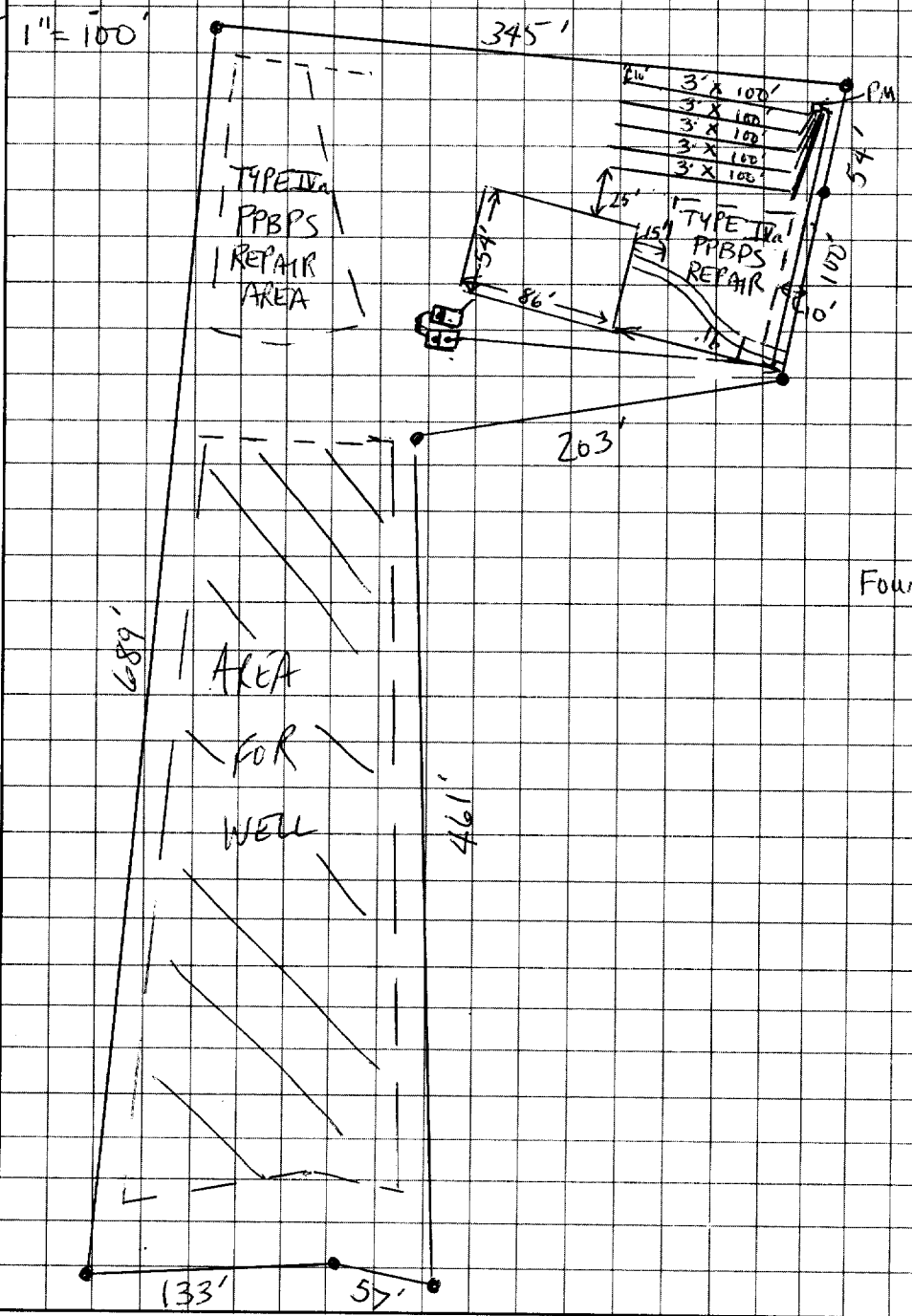
PROPOSED PLOT PLAN

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

FILE: 8240

TC: 199-211-67

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.



- TYPE IIIb PUMP 25% RED.
- 1500 GAL ST
- 1500 GAL PT
- PRESSURE MANIFOLD
- INSTALL 5 LINES @ 3' X 100' @ 30" ON CONTOUR
- TYPE IVa PPBPS 50% RED. REPAIR AREA
- 600 GPD
- LTAR 0.3 GPD/FT²
- MAINTAIN SETBACKS:
  - FOUNDATION
    - > 25' DRAINFIELD ABOVE
    - > 15' DRAINFIELD SIDE
    - > 10' DRAINFIELD BELOW
  - > 50' FROM WELL
  - > 10' FROM PROPERTY LINES
  - > 15' FROM GULLIES
  - WILL NEED TO SLEEVE SUPPLY LINE UNDER DRIVEWAY, OR INSTALL ≥ 30"

OWNER/AGENT SIGNATURE

DATE

APPROVAL DATE 3/26/08

Christopher M Glenn, RS, LSE

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

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2003 JUL 02 11:13 AM
BK 15631 PG 189-198 FEE $20.00
EXCISE TAX $172.00
INSTRUMENT # 2003148359

2003148359

TO: Dana Forbes
From: Kelly Rankin
(5 PAGES)
9/10/07

Excise Tax $ 172.00	Recording Time, Book and Page

Tax Lot No. 199-211-67 Parcel Identifier No. _____
Verified by _____ County on the ____ day of _____, 20___
by _____

Mail after recording to **Mr. & Mrs. Kelly D. Rankin, 2020 Jefferson Avenue, Gastonia, NC 28056**

This instrument was prepared by **J. Ben Morrow, P.A., Attorneys at Law**

Brief Description for the index: Lot 1 & p/o Lot 2, John H. Roberts Property

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made **June 26, 2003** by and between

GRANTOR	GRANTEE
John Carey Bolen, Jr., Trustee of the John Carey Bolen, Sr., 2002 Living Trust	**Kelly D. Rankin & wife, Romona Y. Rankin** **11552 Shopton Road West** **Charlotte, NC 28278**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of , **Steele Creek** Township, **Mecklenburg** County, North Carolina and more particularly described as follows:

See Attached Exhibit "A"

John Carey Bolen, Sr., Trustee of the John Carey Bolen, Sr 2002 Living Trust is now deceased. David S. Baker has resigned as Trustee of the John Carey Bolen, Sr 2002 Living Trust leaving John Carey Bolen the sole Trustee under the John Carey Bolen, Sr. 2002 Living Trust.

N. C. Bar Assoc. Form No. 3 © 1977
Printed by Agreement with the N.C. Bar Assoc.
#003

This fax was received by the Allen Tate FaxServer.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 15091, Page 023.

A map showing the above described property is recorded in, .

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Easements, restrictions and rights of way of record.
Ad valorem taxes for current year.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

John Carey Bolen, Sr 2002 Living Trust

_____
(Corporate Name)

By: _____

President

ATTEST:

_____

Secretary (Corporate Seal)

By: _____ (SEAL)
John Carey Bolen, Trustee

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

SEAL-STAMP

STATE OF Georgia, DeKalb County.
I, the undersigned, a Notary Public of the County and State aforesaid, certify that **John Carey Bolen, Jr. Trustee of the John Carey Bolen, Sr 2002 Living Trust,** Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27 **Day of June, 2003.**

My commission expires: OCT. 18. 2005 _____
Notary Public

NORTH CAROLINA, County.
I, the undersigned, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he/she is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as its Secretary. Witness my hand and official stamp or seal, this __/__/__.

My commission expires: __/__/__ _____ Notary Public

The foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ REGISTER OF DEEDS FOR _____ COUNTY

By _____ Deputy/Assistant-Register of Deeds.

NOTE: THIS FORM CONTAINS REVISIONS WHICH ARE DIFFERENT FROM THE PROVISIONS OF THE OFFICIAL FORM PROMULGATED BY THE NORTH CAROLINA BAR ASSOCIATION AND SHOULD BE CAREFULLY REVIEWED PRIOR TO EXECUTION.

This fax was received by the Allen Tate FaxServer.

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

****

Filed For Registration:	**07/02/2003 11:13 AM**
Book:	**RE 15631 Page: 185-188**
Document No.:	**2003148359**
	DEED 4 PGS $20.00
NC REAL ESTATE EXCISE TAX:	**$172.00**
Recorder:	**LYVANH PHETSARATH**

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of CALE J RANDALL Notary is certified to be correct. This 2ND of July 2003

JUDITH A. GIBSON, REGISTER OF DEEDS By Lyvanh Phetsarath
Deputy/Assistant Register of Deeds

****

2003148359

This fax was received by the Allen Tate FaxServer.

I, DAVID H. SNIDER, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF ACQUISITION AND EASEMENTS ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF PROPERTY SHOWN.

David H. Snider 9/14/07

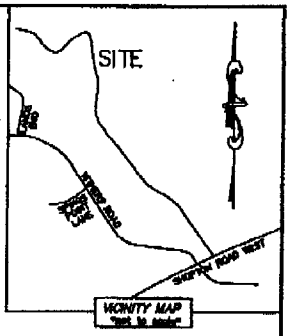
DAVID H. SNIDER, NC P.L.S. L-2942 DATE

NORTH CAROLINA PROFESSIONAL SEAL L-2942 LAND SURVEYOR DAVID H. SNIDER

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, _____, REVIEW OFFICER OF MECKLENBURG COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE



LAKE WYLIE

(N 64°00'11" E) (133.02')

(N 86°41'48" E 56.71')

CURVE TABLE			
LINE	LENGTH	BEARING	RADIUS & ARC
C1	20.75'	N 21°15'55" W	R=74.50 L=20.82'
C2	15.87'	N 11°11'45" W	R=217.50 L=15.88'

(18)

19921167
KELLY D. RANKIN AND
WIFE ROMONA Y. RANKIN
DB 15531/PG 185
11552 SHOPTON ROAD

CHARLOTTE SURVEY * MAPPING * GIS

NOTE:
1) BEARINGS AND DISTANCE SHOWN IN PARENTHESIS ARE BASED ON RECORDED INFORMATION.
2) TOTAL AREA 139,849 SQ.FT.
3) TEMPORARY CONSTRUCTION EASEMENT 2,267 SQ.FT.
4) FEE SIMPLE 5,103 SQ.FT.
5) TOTAL AREA REMAINING 134,746 SQ.FT.
6) THIS IS PART OF THE NSRSP PROJECT ACQUIRING 35' PUBLIC R/W.

LINE TABLE		
LINE	LENGTH	BEARING
L1	19.55'	N 60°08'00" E
L2	10.48'	N 60°08'00" E
L3	25.46'	S 21°54'07" E
L4	52.53'	S 13°44'43" E
L5	43.81'	S 14°04'10" E
L6	30.74'	S 13°26'54" E
L7	17.99'	S 08°11'11" E
L8	22.03'	S 06°50'17" E
L9	29.88'	S 68°54'17" W
L10	12.70'	S 68°54'17" W
L11	100.24'	N 13°15'39" W
L12	54.46'	N 09°07'51" W

(N 30°23'57" W 460.94')

(S 21°29'52" E 668.83')

19956114
CRESCENT RESOURCES INC
DB 3145/PG 165
SHOPTON ROAD

NC GRID NAD 83/2001

19921166
BRUCE D. MOLINE AND
REBECCA J. MOLINE
DB 5918/PG 146
11558 SHOPTON ROAD

(N 59°22'36" E 222.46')
N 60°08'00" E 192.43'

23+32.02
17.50 RT.

PK NAIL FOUND

NEW PROPERTY LINE

OLD PROPERTY LINE

TEMP. EASEMENT

SHOPTON ROAD

(N 10°09'13" W 189.06')
N 09°29'36" W 189.68'

19921155
DARRELL W. DELOACH AND
WIFE JANET M. DELOACH
DB 7845/PG 973
11536 SHOPTON ROAD

331.93'
S 68°54'17" W
(S 68°30'51" W 371.95')

NAIL FOUND

22+06.95
17.50 RT.

19956115
WILLIAM E. KALLIO AND
WIFE ARLENE F. KALLIO
DB 9213/PG 943
11538 SHOPTON ROAD

1" PIPE FOUND IN THE SOUTHEAST CORNER OF TAX PARCEL 19956101
N: 515478.68 E: 1403330.68
CGF: 0.9998383

S 35°10'35" E
1522.95' (TIE)
1522.70' (GRID)

LEGEND

REBAR OR IRON PIN FOUND
#5 REBAR SET
COMPUTED POINT
PROPERTY LINES
TEMP. CONSTRUCTION EASEMENT
FEE SIMPLE
TEMP. CONSTRUCTION EASEMENT
FEE SIMPLE ACQUIRED

PREPARED BY:
CITY OF CHARLOTTE
ENGINEERING & PROPERTY MANAGEMENT
600 EAST FOURTH STREET
CHARLOTTE, NC 28202
704-336-2291

CHARLOTTE
ENGINEERING DEPARTMENT

REVISIONS	SHOPTON ROAD IMPROVEMENT PROJECT	JOB NO. 512-07-043
		FILE NO. 199-211-67
SCALE 0 1" 1"=100'	PROPERTY ACQUISITION OWNERS: KELLY D. RANKIN AND WIFE ROMONA Y. RANKIN CHARLOTTE, MECKLENBURG CO., NC	SHEET 1
DRAWN BY LG		OF 1
DATE	CHECKED BY DHS SURVEY SUPVR.	

K:\AUTOCAD\en_au-ld4\207043\DWG\PLAT 18.DWG

The property hereinabove described was acquired by Grantor by instrument recorded in Book **15091, Page 023.**

A map showing the above described property is recorded in, .

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Easements, restrictions and rights of way of record.
Ad valorem taxes for current year.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

John Carey Bolen, Sr 2002 Living Trust

_____
(Corporate Name)

By: _____ (SEAL)
John Carey Bolen, Trustee

By: _____

President

_____ (SEAL)

ATTEST:

_____ (SEAL)

_____

Secretary (Corporate Seal) _____ (SEAL)

SEAL-STAMP

STATE OF Georgia, DeKalb County.
I, the undersigned, a Notary Public of the County and State aforesaid, certify that **John Carey Bolen, Jr. Trustee of the John Carey Bolen, Sr 2002 Living Trust,** Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 27 **Day of June, 2003.**

My commission expires: OCT. 18. 2005 _____
Notary Public

NORTH CAROLINA, County.
I, the undersigned, a Notary Public of the County and State aforesaid, certify that he/she personally came before me this day and acknowledged that he/she is Secretary of, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by him/her as Secretary. Witness my hand and official stamp or seal, this __/__/__.

My commission expires: __/__/__ _____ Notary Public

The foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

_____ REGISTER OF DEEDS FOR _____ COUNTY

By _____ Deputy/Assistant-Register of Deeds.

NOTE: THIS FORM CONTAINS REVISIONS WHICH ARE DIFFERENT FROM THE PROVISIONS OF THE OFFICIAL FORM PROMULGATED BY THE NORTH CAROLINA BAR ASSOCIATION AND SHOULD BE CAREFULLY REVIEWED PRIOR TO EXECUTION.

This fax was received by the Allen Tate FaxServer.

ACS

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

DATE: 6/20/03 PERMIT NO: 8240
PARCEL NO: 199-21-167

JOB LOCATION ADDRESS: 11552 Shopton Rd West
PROPERTY OWNER: John Boken
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: _____ DATE: 6/20/03
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. _____, 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: Stay >50' from well

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

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 8240 Tax Number: 195-21-167

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 X No ___ Partial Basement

Type Primary Wastewater System
Type (circle one): I II (III) IV V VI

___ Conventional
___ Prefabricated, permeable block panel system
___ Shallow Placed Conventional
___ Low Pressure Pipe
___ Large Diameter Pipe
___ Fill
___ Other
✓ Innovative or Experimental:
___ IWWS-93-1
___ IWWS-93-2
___ IWWS-94-1

.3 Long-term acceptance rate	480 Max gallons/day wastewater flow	1600 Absorption Area (sq ft)	91 Trench spacing (min. on centers)
Yes Serviced by private well	1500 Gallon septic tank	400 Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
4 Bedrooms in residence	1000 Gallon pump tank	N/A Depth of stone	

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

Site modifications required:

Additional Conditions: Stay >50' from lake and well

Repair Area System Type
Type (circle one): I II (III) IV V VI

___ Conventional
___ Prefabricated, permeable block panel system
___ Shallow Placed Conventional
___ Low Pressure Pipe
___ Large Diameter Pipe
___ Fill
___ Other
✓ Innovative or Experimental:
___ IWWS-93-1
___ IWWS-93-2
___ IWWS-94-1

1600 Absorption Area (Sq ft) 400 Total Trench Length (Ft)	N/A Depth of Stone Trench	9' Trench spacing (min. on centers)	24" Maximum Trench Depth

For existing system, enter the year originally installed:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

... No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department.

... This Improvement permit is transferable.

[signature] 6/20/05
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

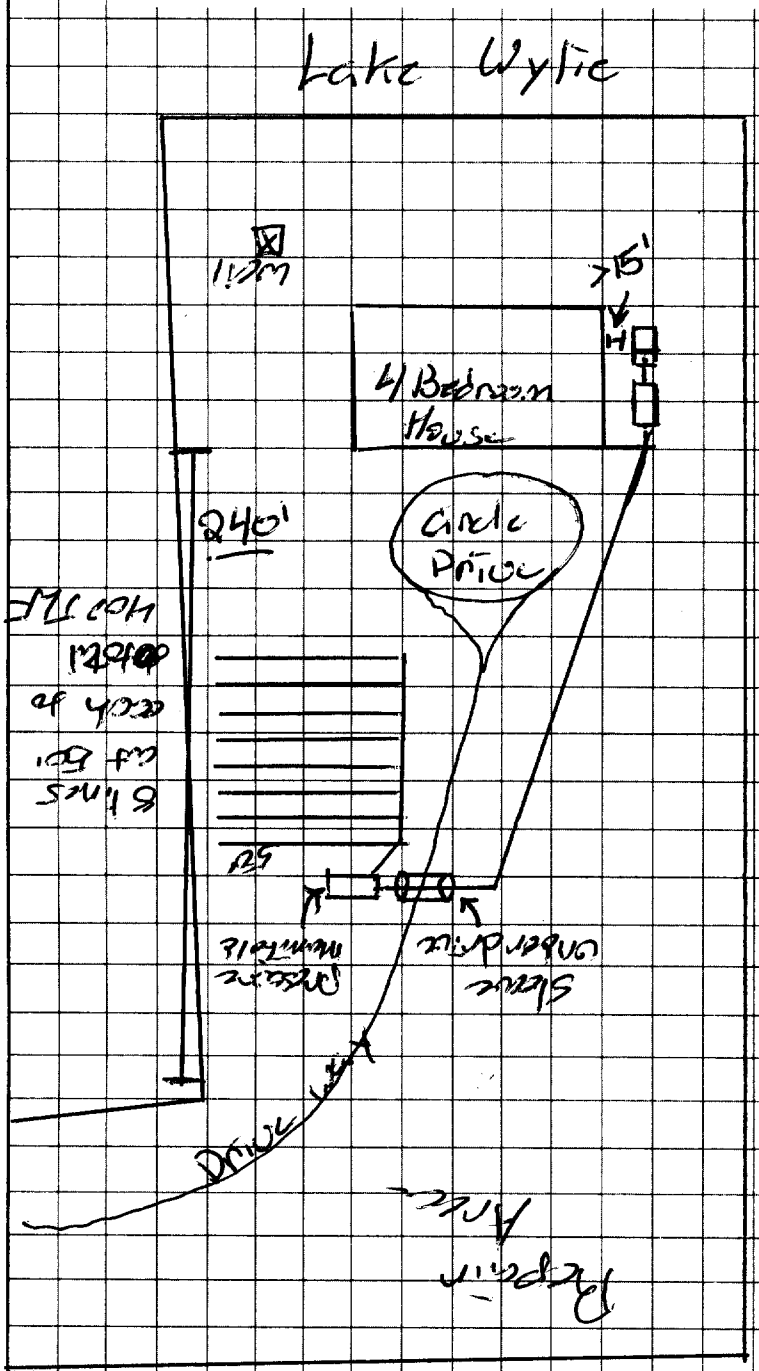
PROPOSED PLOT PLAN

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

FILE: 8240

TC: 199-21-167

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:

1500 SF, 1000 PT

Sleeve under driveway
Install pressure manifold

System is 25% Reduction
install 6 lines at 50' each

Tank location is ~~250'~~ 240' from corner of property.

Stay >50' from water course will, also stay >15' from basement.

OWNER/AGENT SIGNATURE

DATE

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: 199-211-67
Lot #: L1, P2
File #: 8240
Code: 1

ACS

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: John C. Bolen
Applicant: Ramona Rankin
Address: 2740 Normandy Road, Charlotte, N. C. 28209
Date Evaluated: 05/20/2003
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: .25a. Inv.
Location of Site: 11552 Shopton Road West
Property Recorded:
Water Supply: [ ] Public [x] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 8	0-6	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	N/A	NONE	PS, IV .3GPD/FT^2
		6-28	SBK/C	FI/SEXP/S/P					
		28-48	SBK/CL	FR/SEXP/SS/SP					
2	"	0-5	GR/CL	"	"	"	"	"	"
		5-31	SBK/C	FI/SEXP/S/P					
		31-48	SBK/CL	FR/SEXP/SS/SP					
3	"	0-6	GR/CL	"	"	"	"	"	"
		6-25	SBK/CL	"					
		25-48	SBK/C	FI/SEXP/S/P					
4	"	0-4	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		4-22	SBK/CL	"					
		22-48	SBK/C	FI/SEXP/S/P					

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

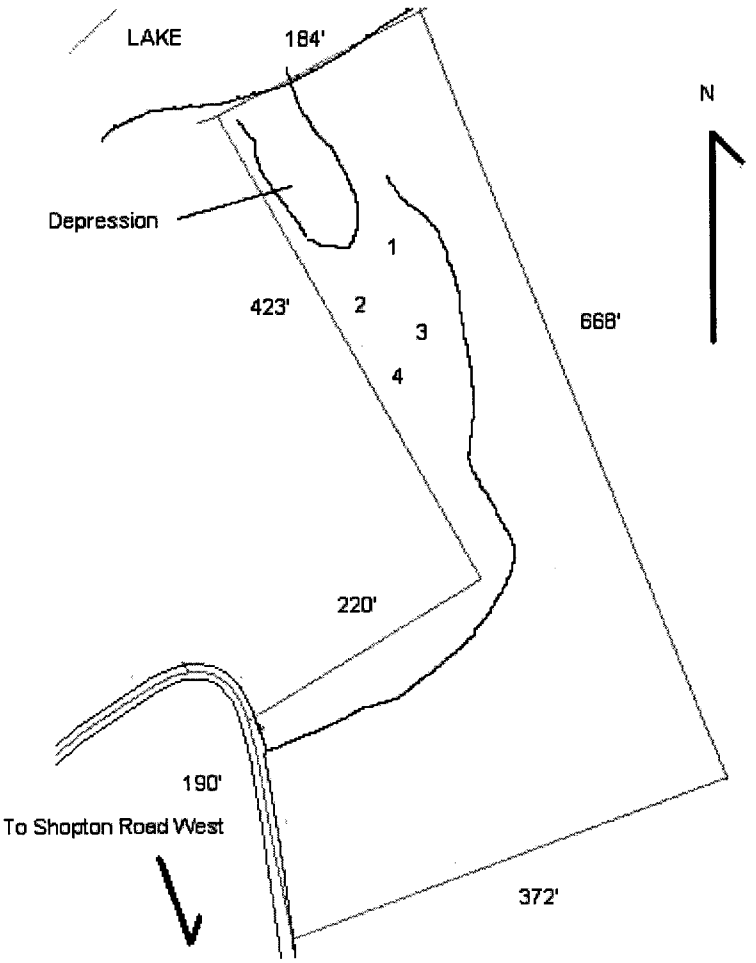
Other Factors (.1946): _____
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. r. Marlin, LSS, 5/21/2003, W. R. Marlin
Others Present:

FILE # 8240

COMMENTS: Tract not 100% repair, will need pump, do not install when soil is wet

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

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



FEE: ~~300~~ 200.00

DATE: 5/13/03

CK 9282 Brandon

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 #: 8240

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION: ~~199-212-10 PREVIOUS~~

TAX/PARCEL NUMBER: 199-211-67

STREET ADDRESS: 11552 Shopton Rd west

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 41 P2 u/m

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:

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

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

TOWNSHIP (CHECK ONE):

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

CLOSING DATE_____

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

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

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

PROPERTY OWNER:

NAME: Boler John C.
(LAST) (FIRST) (MI)

ADDRESS: 2740 Normandy Rd.

CITY: Charlotte STATE: NC ZIP: 28209

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Allen Tate Realty Martha Browne
(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: Romona Y. Rankin (704-393-8728) DATE: 5/13/03

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

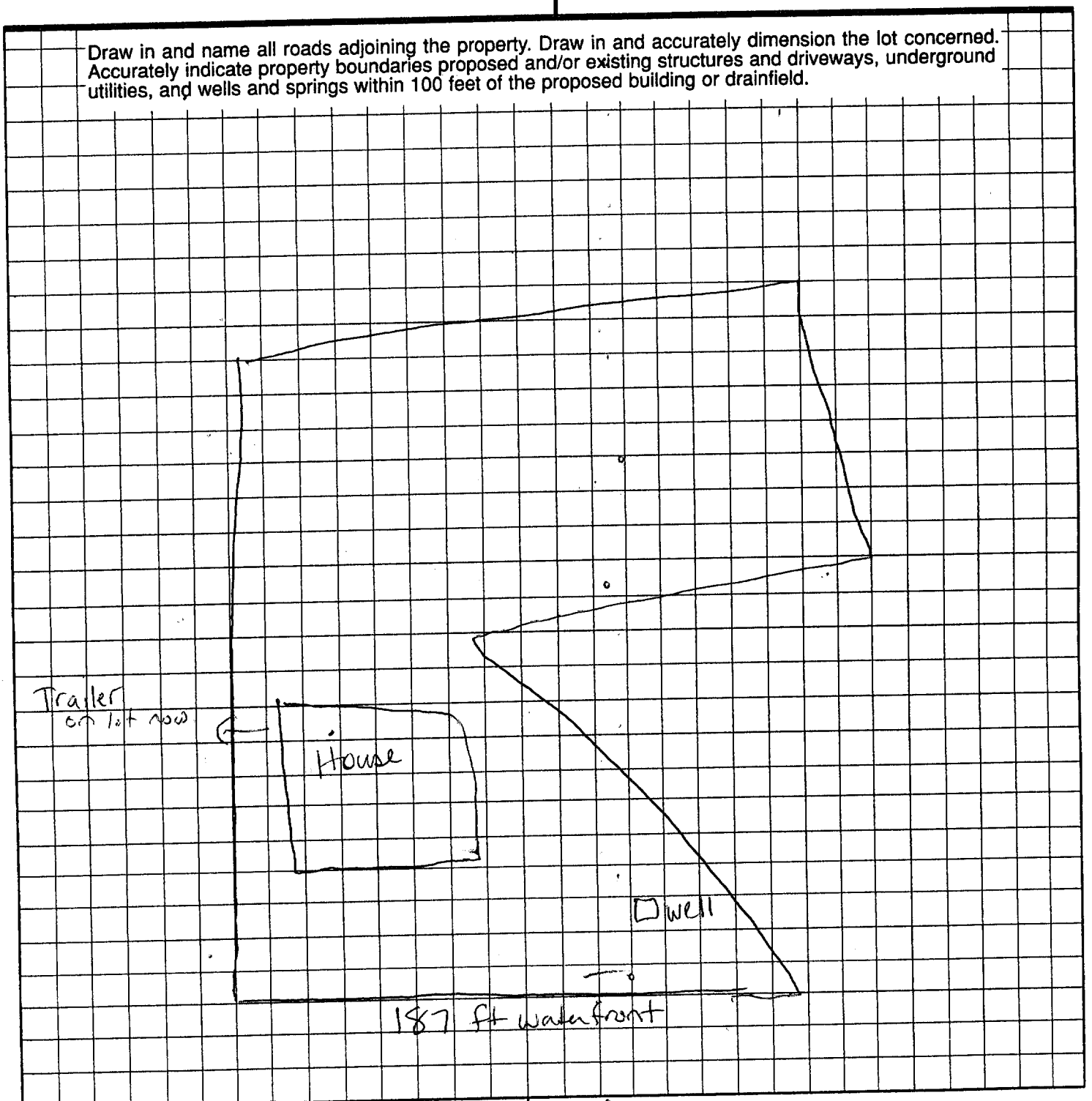
PROPOSED PLOT PLAN

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

FILE: 8240

TC: 199-211-67

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.



Ramona Rank
OWNER/AGENT SIGNATURE

DATE 5/13/03

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

OFFER TO PURCHASE AND CONTRACT

Kelly D. and Ramona Rankin, as Buyer, hereby offers to purchase and John Carey Boles Sr. 2002 Living Trust, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Charlotte, State of North Carolina, being known as and more particularly described as: County of Mecklenburg Zip 28278
Street Address 11552 Shopton Road W (
Legal Description: Lt 82 U/M Parcel ID 199 214 67001 (County.)
☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____,
NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware; window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items:

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: Travel Trailer

4. PURCHASE PRICE: The purchase price is $ 85,000 and shall be paid as follows:
(a) $ 500. EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by _____ ("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 the Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ N/A ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) $ N/A BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ N/A BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 35,500 BALANCE of the purchase in cashing at Closing.

5. 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: _____ loan at a ☑ Fixed Rate ☐ Adjustable Rate in the principal amount of 68,800 (plus any financed VA Funding Fee or FHA MIP) for a term of 20 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 June 23, 2003 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter provided Seller has not then received a copy of the letter or the waiver
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Residential purposes.
(c) The Property must be in substantially the same or better condition at Closing as of the date of this offer, reasonable wear and tear expected.
(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 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 covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

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

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and the Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: N/A.

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are $ 0 per N/A.

8. 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.

9. FUEL: Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. EVIDENCE OF TITLE: Seller agrees to use the best efforts to deliver the Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all the 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.

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

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

- ☐ Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
- ☐ Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following the receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.
- ☐ Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) _____.
- ☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) Property Inspection: Unless otherwise stated herein. Buyer shall have the option of inspecting, or obtaining at Buyer's expense inspections, to determine the condition or the Property. Unless otherwise stated herein, it is a condition of this contract that (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to the Seller on or before 6/23/03. Seller shall provide written notice to Buyer of Seller's response within 5 days of Buyer's notice. Buyer is advised to have an inspection made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except N/A, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) Repairs: Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, any items not covered by (b) (i), b (ii), b (iii) and c above are excluded from repair negotiations under this contract.

(e) Acceptance: CLOSING SHALL CONSTITUTE ACCEPTANCE OF EACH OF THE SYSTEMS, ITEMS AND CONDITIONS LISTED ABOVE IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

13. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before June 30, 2003, at a place designated by Buyer. The deed is to be made to AS DIRECTED.

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: ☐ a Buyer Possession Before Closing Agreement is attached. OR, ☐ a Seller Possession After Closing Agreement is attached.

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

See ADDITIONAL PROVISIONS ADDENDUM attached

17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, and of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

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

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

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

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

22. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

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

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

Date: 5-6-2003 — Buyer: _____ (SEAL)

Date: 5-6-2003 — Buyer: Ronnie Y Rich (SEAL)

Date: _____ — Seller _____ (SEAL)

Date: _____ — 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 5/6/2003 — Firm: Allen Tate Co.

By: Martha Browne (Signature)

Selling Agent/Firm/Phone: Martha Browne Allen Tate Co. 704 367 7268 — Acting as ☐ Buyer's Agent ☐ Seller's (sub) Agent ☑ Dual Agent

Listing Agent/Firm/Phone: Martha Browne Allen Tate Co 704 367 7268 — Acting as ☐ Seller's Agent ☑ Dual Agent

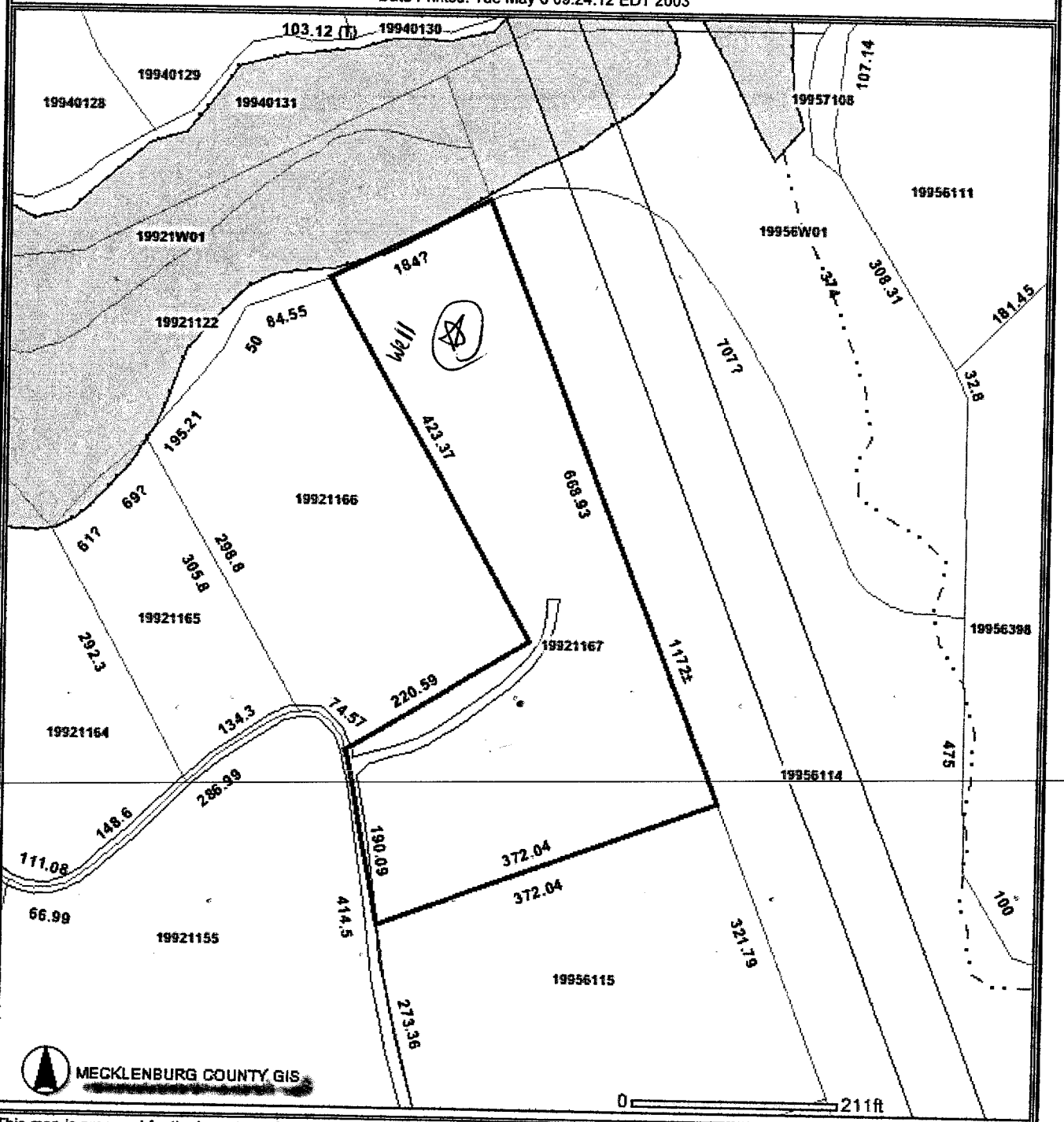
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704-382-8614

Mecklenburg County,North Carolina

POLARIS

Property Ownership Land Records Information System

Date Printed: Tue May 6 09:24:12 EDT 2003



This map is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.