

5424 PLANTATION RIDGE RD

11322356

1/10/2008

duponbj

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

Groundwater & Wastewater Services
Septic Project File & Data Review Worksheet

GWS File #: 6618B WASPS App #: _____

Primary ES assigned to project: CS

Secondary ES assigned to project: _____

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

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: 4 Were sufficient auger borings made?	Yes ☑	No ☐	N/A ☐
.1939(d), .1955, .1956, .1957	LTAR .3	Yes ☑	No ☐	N/A ☐
	Improvement Permit/Construction Authorization			
.1937(g) 130A-336(a)	Proposed System Type stated-Initial	Yes ☑	No ☐	N/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) .1945(b)	System components shown – Initial	Yes ☑	No ☐	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 ☐

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: 5/12/08

OP issued date: _____

Review performed by: JR Date performed: 5/14/08

6618B

EHS CHRIS SHERRILL Reviewer TCT

MECK **County Permit Review Worksheet**

Rule or Law	Permit Application	1	2	3	4	5	6	7	8	9	10
.1937(d)	Is the Application complete	✓									
.1937(d)	Is there a Site plan/Plat with application	✓									
.1937(d)	Is the Facilityshown?	✓									
.1937(d)	Are appurtenances shown	✓									
	Site Evaluation Information										
.1939 (a)(1)	Topography and Landscape Position Recorded?	✓									
.1940 (a-g)	Slope % Recorded?	✓									
.1939 (a)(2)	Texture Class Recorded?	✓									
.1939 (a)(2)	Structure type Recorded?	✓									
.1939 (a)(2)	Consistence Recorded?	✓									
.1939 (a)(2)	Mineralogy Recorded?	✓									
.1939 (a)(3)	Soil Wetness Condition Recorded?	✓									
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered?	✓									
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	✓									
.1939 (a)(6)	Sufficient Available Space Recorded?	✓									
.1937(m)	Are the Profile Locations Shown?	✓									
.1939(a) & .1945(b)	Are the S/PS Profiles in system & in repair area?	✓									
	Number of auger borings made:	4									
	Were sufficient auger borings made?	4									
.1939(d), .1955, .1956, .1957	LTAR	0.3									
	IP/CA										
G.S. 130A-336(a) & .1937(g)	Proposed System Type stated-Initial	✓									
.1945(b)	Proposed System Type stated-Repair	✓									
G.S. 130A-336(a)(3)	System location identifiable by setbacks - Initial	✓									
.1937(g) & .1945(b)	System components shown - Initial	✓									
.1945(b)	Repair area shown	✓									
.1937 (f)(g)	Does System design match facility, flow & WW characteristics?	✓									
.1937 (f)(g)	**Is System design consistent with soil/site conditions?**	✓									
.1937 (f)(g)	Is the System located in the approved area?	✓									
G.S. 130A-336(a)	Is the Design flow (gpd) indicated?	✓									
G.S. 130A-336(a)	**Number of Bedrooms, employees, seats, etc. indicated?**	✓									
.1937(g)	Trench depth indicated?	✓									
.1937(g)	Trench width indicated?	✓									
.1937(g)	Trench length indicated?	✓									
G.S. 130A-336(a)(1)	Proposed/existing well shown?	—									
G.S. 130A-336(a)(1)	Property line lengths shown?	✓									
G.S. 130A-336(a)	**Facility/appurtenance setbacks shown from fixed points?**	✓			8-13-07						
	OP										
.1937(i)	System type as described in table V(a) of rule .1961										
.1937(i)	Conditions for system performance, operation, maintenance, monitoring and reporting.										

If system design is incorrect or inconsistent with site conditions, indicate why for each below

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date: 03/13/07
Receipt #: 49581
Check / Auth #: CASH
Received By: AIDOOJK

Amount: 100.00
Tendered: 100.00
Returned: 0.00

Account Information

Account #: 200000
Contractor: WHITTAKER TIM
Attn:
Address: 1112 QUEENSGATE ST
Address:
City/State/Zip: GASTONIA, NC 28054

Item	Description	Permit#	Quantity	Unit Price	Total Price
0702	Optional Site Evaluations 5424 PLANTATION RIDGE		1	100.00	100.00

Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
28.00					

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	06/28/07	**Amount:**	100.00
Receipt #:	51526	**Tendered:**	100.00
Check / Auth #:	CHECK 1027	**Returned:**	0.00
Received By:	AIDOOJK		

Account Information

Account #: 200000
Contractor: HADDEN NACHETTE C
Attn:
Address: 5323 KIEV DRIVE
Address:
City/State/Zip: CHARLOTTE, NC 28216

Item	Description	Permit#	Quantity	Unit Price	Total Price
0702	Optional Site Evaluations FILE 6618B/5517 PLANTATION RIDGE ROAD		1	100.00	100.00

Site Evaluation for ~~5422~~
5424 Plantation Ridge Rd
from 5517 (Easement)

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:	08/13/07	**Amount:**	150.00
Receipt #:	52202	**Tendered:**	0.00
Check / Auth #:	VISA 042685	**Returned:**	0.00
Received By:	AIDOOJK		

Account Information

Account #: 200000
Contractor: WHITTAKER TIM
Attn:
Address: 1112 QUEENSGATE ST
Address:
City/State/Zip: GASTONIA, NC 28054

Item	Description	Permit#	Quantity	Unit Price	Total Price
0734	Auth for Waste Wtr Sys Constr 5424 PLANTATION RIDGE ROAD		1	150.00	150.00

Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
25.00					

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	08/13/07	**Amount:**	150.00
Receipt #:	52203	**Tendered:**	0.00
Check / Auth #:	VISA 042685	**Returned:**	0.00
Received By:	AIDOOJK		

Account Information

Account #: 200000
Contractor: WHITTAKER TIM
Attn:
Address: 1112 QUEENSGATE ST
Address:
City/State/Zip: GASTONIA, NC 28054

Item	Description	Permit#	Quantity	Unit Price	Total Price
0703	Installation/Final Approval 5424 PLANTATION RIDE		1	150.00	150.00

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

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
25.00					

Add'l site eval

FILE NUMBER: 6688 CCSL

Revised On: August 31, 2007

APPLICATION NUMBER: _____

SEPTIC FEE: 100.00 CC
DATE: 5-19-08

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: 113-223-56
STREET ADDRESS: 5424 Plantation Ridge Rd
CITY: Chlt
STATE: NC **ZIP:** 28216
SUBDIVISION NAME: River Walk Way
LOT #: 12 **LOT SIZE (acres):** .7
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: 5000
NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS: 8
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: Chad Hackler
ADDRESS: 9916 season grove ln Stk 102
CITY: Chlt
STATE: NC ZIP: 28216
HOME PHONE: 980-721-0841 WORK PHONE:
MOBILE PHONE: FAX:

11. OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:

NAME:
ADDRESS:
CITY:
STATE: ZIP:
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

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

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

_____ 5-19-08
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.

_____
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

FILE NUMBER: 6618-B Lot 12 Septic Lot 16 Site EVALUATION Additional

Revised On: January 3, 2007

APPLICATION NUMBER: _____

SEPTIC FEE: _____
DATE: _____

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 Site EVAL.

2. **WELL / TYPE APPLICATION:** ☐ NONE ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT Site EVAL. ONLY

3. **JOB LOCATION INFORMATION:** Septic Easement for Lot 12

TAX PARCEL NUMBER:
STREET ADDRESS: 5517 Plantation Ridge Rd.
CITY: Charlotte
STATE: NC ZIP:
SUBDIVISION NAME: River Walk Plantation
LOT #: 16 LOT SIZE (acres): 23,000 Sq. ft.
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: * Septic Easement
NUMBER OF BEDROOMS: 4 for Lot 12
NUMBER OF OCCUPANTS:
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:** ____ ____ Chamber ____ ____

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 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: Chad Haddon
ADDRESS: 5343 Kiev Dr.
CITY: Charlotte
STATE: NC ZIP: 28216
HOME PHONE: WORK PHONE: 980-721-0841
MOBILE PHONE: FAX:

11. **OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:**
NAME: Tim Whittaker
ADDRESS: 1112 Riverside St.
CITY: Gastonia
STATE: NC ZIP: 28054
HOME PHONE: WORK PHONE: 704 822-4344
MOBILE PHONE: FAX:

12. **WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?** 1996
13 **WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY?** ASAP

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.

T. Whittaker 6/1/07
Property Owner's or Owner's Legal Representative Signature Date

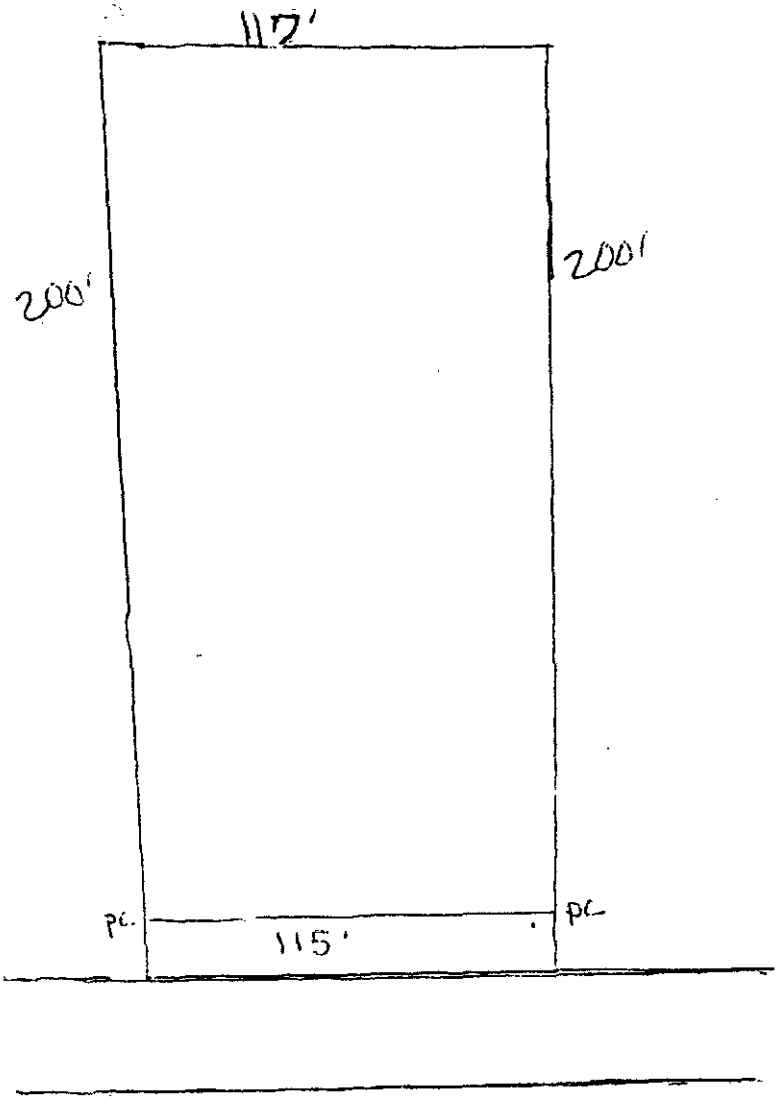
15. **WELL PERMIT APPLICATION SIGNATURE SECTION:**
If the information in this application is falsified, changed, or the site is altered, then the Well Permit shall become invalid. I have read this application and certify that the information provided herein is true, complete and correct. Authorized county 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.

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

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

M.C. G.W.W.S.

Homesite File: 6618-B Lot 12
EASement Lot: Lot 16



*Soil & Site EVALUATION only.
Septic EASement for Lot 12

T. Whittaker
704-838-4344

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

Sheet: 1 of 2
Property ID: 113-223-56
Lot #: 12
File #: 6618B
AppID: 1050

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Chad Hadden
Applicant: Tim Whittaker
Address: 5223 Kiev Dr., Charlotte, NC 28216
Date Evaluated: 7/5/2007
Proposed Facility: Residence
Design Flow (.1949): 480 gpd
Property Size:
Location of Site: 5424 Plantation Ridge Rd
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	b PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz.	Profile Class & LTAR
1	LS,15	0-8	GR/CL	FR/SS/SP/SEXP	>48" TO SOIL WETNESS	48	NA	NONE	PS,IV
		8-33	SBK/C	FI/S/P/SEXP					.3 GPD/FT^2
		33-48	SBK/CL	FR/S/P/SEXP					
2	"	0-3	GR/CL	FR/SS/SP/SEXP	"	"	"	"	"
		3-48	SBK/C	FI/S/P/SEXP					
3	"	0-9	GR/CL	FR/SS/SP/SEXP	"	"	"	"	"
		9-42	SBK/C	FI/S/P/SEXP					
		42-48	SBK/CL	FR/S/P/SEXP					
4	"	0-6	GR/CL	FR/SS/SP/SEXP	>40" TO SOIL WETNESS	40	"	"	"
		6-32	SBK/C	FI/S/P/SEXP					
		32-40	SBK/CL	FR/S/P/SEXP					
		40+	M/SAP						
					SITE LTAR				.3 GPD/FT^2

Description	Initial System	Repair System
Available Space (.1945)	PS	PS
System Type(s)	IIIb	IV a
Site LTAR	.3 gpd/ft2	.3 gpd/ft2

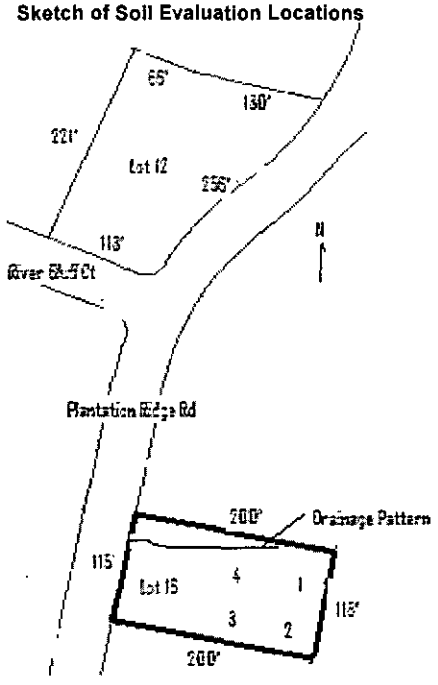
Other Factors (.1946): Easement area located on Lot 16
Soil Evaluation By: Chris Sherrill, RS, LSS
Others Present: T.Whittaker
Site Classification (.1948): PS
Site Evaluation By: Chris Sherrill, RS, LSS
Others Present: T.Whittaker

COMMENTS: 100% Repair Area Required FILE #: 6618B

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



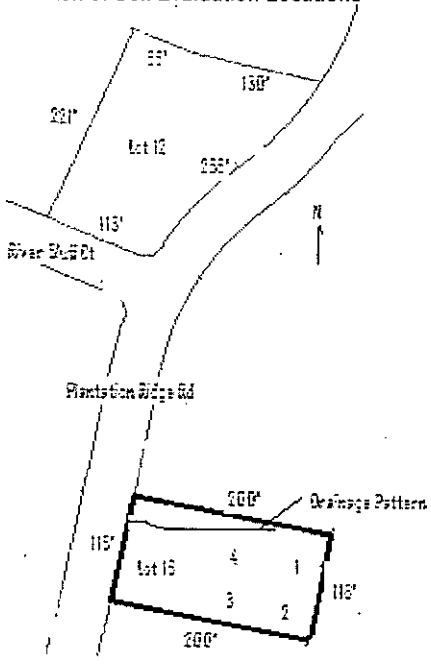
COMMENTS: 100% Repair Area Required

FILE #: 6618B

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

HD 24683

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

Permit #: **30001050** GWS File #: **6618B** Tax Parcel #: **113-223-56**

- 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):** 8/10/2012

Type of Installation: Residential - New System Lot Number: 12

Structure Type: HOUSE Size (ft^2): 2000 # Bedrooms: 4 # Occupants: 2

Building Foundation: Basement Without Plumbing Water Supply: Municipal

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

Initial System Specifications:

Design Flow (gpd):	480	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	1000
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1200	Total Trench Length (ft):	400
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):	480	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	1000
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	800	Total Trench Length (ft):	267
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 Owner/Legal Agent: Chad Hudson
Print Name

Signature: Signature:

Date Issued: 8/10/2007

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 #: **30001050** GWS File #: **6618B**

IV. Permit Conditions/Comments:

- Easement agreement forms shall be on file and the property shall be deeded and recorded prior to issuance of Construction Authorization.
- 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.
- This Improvement Permit is being issued based on a supplemental soil investigation performed by staff from our office.
- The septic system shall be installed in accordance with the plans submitted by the wastewater system design consultant.
- 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: Chris Sherrill

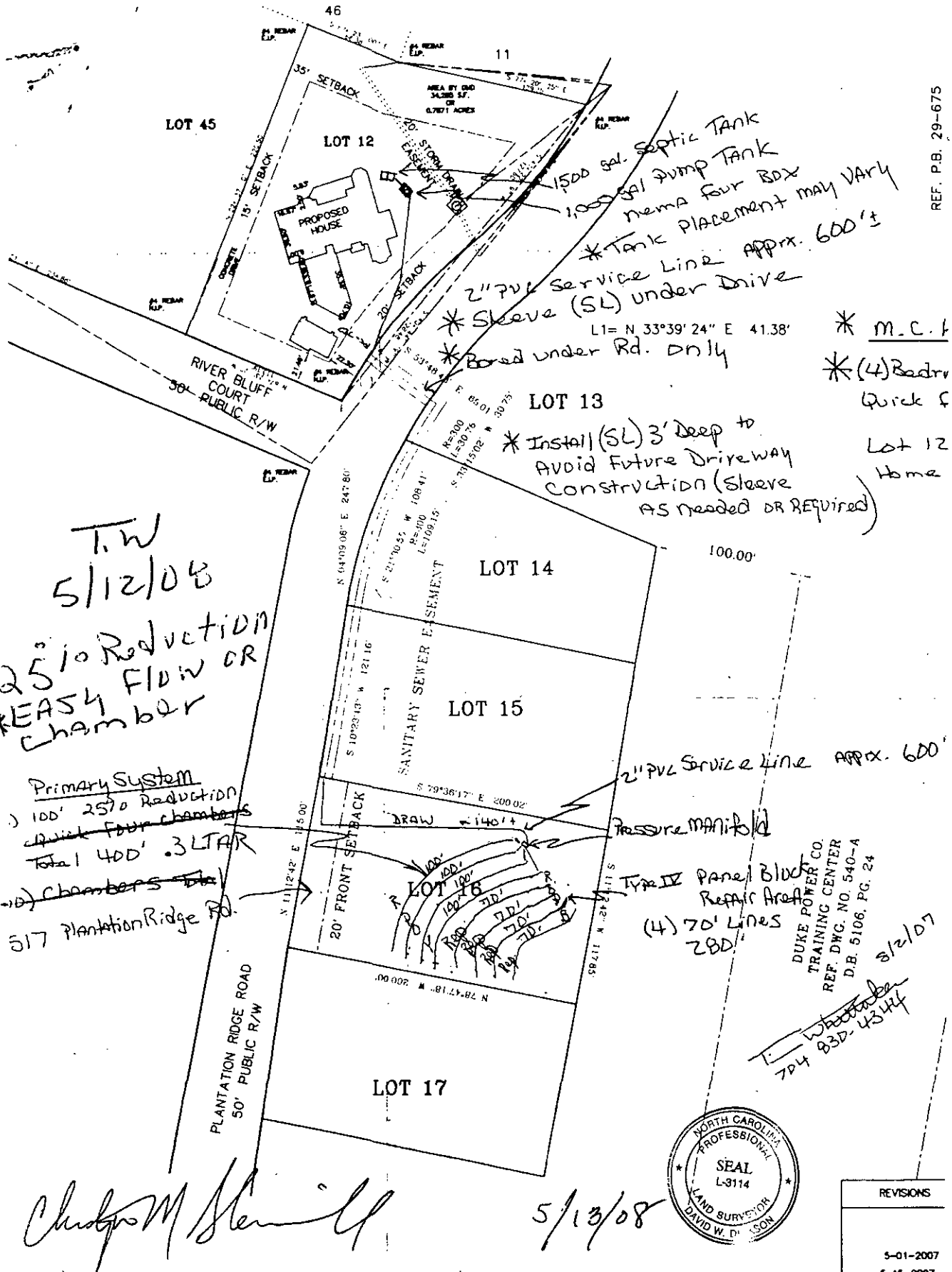
Signature: Christopher M. Sherrill

Date Issued: 8/10/2007

Owner/Legal Agent: Chad Hadden
Print Name

Signature:

Page 2 of 2



REVISIONS

5-01-2007
5-15-2007
5-25-2007
7-30-2007

in this information no certifi- ership of documents ct these ade to the survey. This to additional is embose.

FLOOD CERTIFICATION
THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY _____ LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED _____

THIS IS TO CERTIFY THAT ON THE 31 DAY OF July 20 07 AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND THE IMPROVEMENTS, IF ANY, ARE AS SHOWN HEREON. THIS PLAT MEETS THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA, BOARD RULE .1600 (21 NCAC 56) AND THE ERROR OF CLOSURE FOR THIS PARCEL DOES NOT EXCEED ONE (1) FOOT PER 10,000 FEET OF PERIMETER SURVEYED NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

SIGNED _____

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 #: 6618B Permit #: _____ Tax Parcel #: 113-223-56

Property Owner: CHAD HADDEN

Job Location Address: 5424 PLANTATION RIDGE RD. (LOT #12)

City: CHARLOTTE State: NC Zip Code: 28214

Installation Approval Issuance Date: 5/12/08

Permission is hereby given to ☑ install ☐ alter ☐ repair an on-site wastewater treatment & and disposal system, with subsurface soil absorption and effluent discharge, as specified herein at the described location. This approval is granted based upon the application information submitted to our office. All work shall be completed on or before 6/12/08, after which date this approval shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of granting this approval. An **Operation Permit** must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now of hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.

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

Permitted Design Flow: 480 GPD

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

Liquid Capacity of Septic Tank: 1500 gallons

Liquid Capacity of Dosing Tank: 1000 gallons

Drainfield Design ☐ N/A

Trench Depth: 30 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: 400 feet

# of Lines: 4 @ 100 feet

Depth of Media: 12 inches (Type) INNOVATIVE

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: _____ feet

Distance from Property Line: _____ feet

Distance from Water Supply Source: _____ feet

SKETCH OF SYSTEM LAYOUT
(Proposed Layout)

INSTALL IN ACCORDANCE

W/ PLANS ON FILE

CMS

5/12/08

Comments: System Classification & Type: III b

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



WACHOVIA SECURITIES

WACHOVIA SECURITIES
ONE WACHOVIA CENTER
301 SOUTH COLLEGE STREET
CHARLOTTE, NC 28288
PHONE (704) 383-8763
FAX (704) 383-6205

FAX

To:	TREVOR	From:	NACHETTE HADDEN
Fax:	704-336-6894	Pages:	
Phone:		Date:	08/17/2007
Re:	HADDEN RECORDED DOCUMENTS	cc:	

Comments:

PLEASE NOTE THAT THE ATTACHED DOCUMENTS HAVE BEEN RECORDED. PLEASE NOTE THAT I AM FAXING YOU THE RECEIPT OF THE RECORDED DOCS AND THE FIRST TWO PAGES OF THE EASEMENT AGREEMENTS. YOU SHOULD BE ABLE TO VIEW THE FULL DOCUMENTS NEXT WEEK ON THE ONLINE REGISTER OF DEEDS WEBSITE. PLEASE GIVE ME A CALL IF YOU HAVE ANY QUESTION. THANKS!

Sincerely,

Nachette Hadden
704-715-3552 (WORK)
704-493-1638 (CELL)

MECKLENBURG CO REG OF DEEDS
720 EAST FOURTH STREET
CHARLOTTE, NC 28202
(704)336-2443

ISSUED TO:NACHETTE HADDEN

RECEIPT # 1184786
DATE 08/17/2007

TIME	BOOK	PAGE	FEE
03:44 PM EASEMENT	22692	199	2007171501 20.00
03:44 PM EASEMENT	22692	202	2007171502 20.00
03:44 PM AGREEMENT	22692	206	2007171503 20.00

Total Amount Due $60.00

CASH 60.00

Total Payments: $60.00

THANK YOU
JUDITH A. GIBSON
REGISTER OF DEEDS
Deputy: PHETBL

Unofficial Document

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2007 AUG 17 03:44 PM
BK:22692 PG:198-201 FEE:$20.00

INSTRUMENT # 2007171501

2007171501

DOCUMENT COVER SHEET

Document Title(s)(or transactions contained therein):

Assignment of Easement

Grantor/Trustor/Mortgagor(s)

Additional names on page _____ of document.

Grantee/Trustee/Mortgagee(s)

Additional names on page 1 of document.

Legal Description:

1. County: Mecklenburg
2. Township:
3. Lot Number/or Acreage: 12 and 16
4. Subdivision Name: Riverwalk Plantation
5. Additional legal is on page 1 of document.

Assessor's Property Tax Parcel/Account Number(s)

Document Prepared By: Nachette Hadden

Return Original Document To:

Nachette Hadden
5323 Kiev Dr
Charlotte, NC 28216

Unofficial Document

NORTH CAROLINA

MECKLENBURG COUNTY

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT AND AGREEMENT made and entered into this the 16th day of August 2007, by and between Robert E. Greene and W. Chad Hadden and Nachette C. Hadden, hereinafter called "Hadden."

WITNESSETH:

WHEREAS, Hadden is the owner of Lots 12 and 16, Riverwalk Plantation, Plat Book 22096, Page 614 of the Mecklenburg County Registry; and,

WHEREAS, Robert E. Greene is the owner of Lot 15, Riverwalk Plantation, Plat; and,

WHEREAS, Hadden plans to build a house on Lot 12, and extend a sewer line to serve the same along the front of said Lot 15, to a septic system to be constructed on Lot 16 and desires that owner of Lot 15 assigns to Hadden the right for Hadden, his successors and assigns, to build and maintain the aforesaid sewer line along said Lots 15; and,

NOW, therefore, in consideration of the sum of one dollar paid by Hadden to owner of Lot 15, and in further consideration, of the terms and conditions set forth herein, the parties do hereby agree as follows:

1. Robert Greene does hereby assign to Hadden, his successors and assigns, the non-exclusive right and privilege to construct and maintain the aforesaid sewer line along the front of 15 of said subdivision to serve Lot 12 with access to a septic system to be constructed on Lot 16.
2. The right and privilege assigned herein is limited to that certain area ("Construction Area") reserved to developer and lot owners of Riverwalk Plantation for utilities as shown on the aforesaid recorded plat of Riverwalk Plantation and as set forth in the designation of restrictions recorded in Deed Book 10072, Page 495 of the Mecklenburg County Registry.
3. Hadden agrees to locate the said sewer line within the Construction Area and restrict all construction, maintenance, repair and replacement of the sewer line to the Construction Area.
4. Hadden agrees that within thirty days after completion of the installation of the sewer line, or any maintenance, repair, or replacement of the same to restore the disturbed area by landscaping, seeding and strawing the surface of the same.
5. Robert Greene reserves unto itself, its successors and assigns, the right to utilize the Construction Area for future installation and maintenance of other utilities.

6. Hadden agrees that the sewer line to be constructed shall be at least twenty-four inches deep at all locations, and shall be constructed of Schedule 30 pipe and shall not interfere with or damage existing utilities.
7. Hadden does hereby indemnify, defend, and hold harmless Robert Greene and Robert Greene's successors and assigns from and against any claims, actions, demands, losses, injuries or expenses which may arise directly or indirectly out of Hadden's exercise of the rights granted herein.

TO HAVE AND TO HOLD the rights and privileges hereunder to Hadden, its heirs, successors and assigns; it being agreed that the easements herein granted are pertinent to, and run with the title to, Hadden's property.

W. Chad Hadden

Nachette C. Hadden

Robert E. Greene

By: _____
Robert E. Greene

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Karen Berka, certify that W. Chad Hadden and Nachette C. Hadden personally appeared before me this day and acknowledged that they signed the foregoing agreement for the purposes therein expressed.

Witness my hand and official seal this the 16th day of August, 2007.

My commission expires: _____

Notary Public My Commission Expires May 3, 2008/10

5-3-10

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Shannon A Wilcox, certify that Robert E. Greene personally appeared before me this day and acknowledged that they signed the foregoing agreement for the purposes therein expressed.

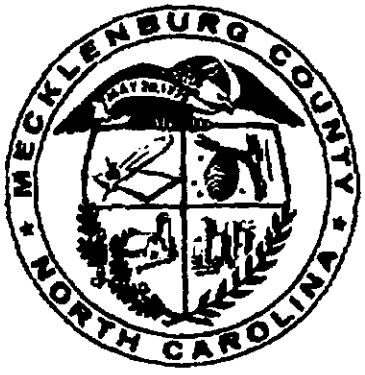
Witness my hand and official seal this the 17th day of August, 2007.

My commission expires: 12/4/2007

Notary Public

UNOFFICIAL DOCUMENT

Unofficial Document



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

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording and/or cancellation.

****

Filed For Registration: 08/17/2007 03:44 PM

Book: RE 22692 **Page:** 198-201

Document No.: 2007171501

ESMT 4 PGS $20.00

Recorder: LYVANH PHETSARATH



2007171501

Unofficial Document

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2007 AUG 17 03:44 PM
BK:22692 PG:202-205 FEE:$20.00

INSTRUMENT # 2007171502

2007171502

DOCUMENT COVER SHEET

Document Title(s)(or transactions contained therein):

Assignment of Easement

Grantor/Trustor/Mortgagor(s)

Additional names on page 2 of document.

Grantee/Trustee/Mortgagee(s)

Additional names on page 2 of document.

Legal Description:

1. County: Mecklenburg
2. Township:
3. Lot Number/or Acreage: 12 and 16
4. Subdivision Name: Riverwalk Plantation
5. Additional legal is on page 1 of document.

Assessor's Property Tax Parcel/Account Number(s)

Document Prepared By:

Nachette Hadden

Return Original Document To:

Nachette Hadden
5323 Kiev Dr
Charlotte, NC 28216

Unofficial Document

NORTH CAROLINA

MECKLENBURG COUNTY

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT AND AGREEMENT made and entered into this the 10th day of August 2007, by and between Stover Development, LLC, a North Carolina limited liability company, hereinafter referred to as "Company" and W. Chad Hadden and Nachette C. Hadden, hereinafter called "Hadden."

WITNESSETH:

WHEREAS, Hadden is the owner of Lots 12 and 16, Riverwalk Plantation, Plat Book 22096, Page 614 of the Mecklenburg County Registry; and,

WHEREAS, Company is the successor to Stover-Pearson, LLC, developer of the aforesaid Riverwalk Plantation and the owner of Lots 13 and 14; and,

WHEREAS, Hadden plans to build a house on Lot 12, and extend a sewer line to serve the same along the front of said Lots 13 and 14, to a septic system to be constructed on Lot 16 and desires that Company assigns to Hadden the right for Hadden, his successors and assigns, to build and maintain the aforesaid sewer line along said Lots 13 and 14; and,

NOW, therefore, in consideration of the sum of ten dollars paid by Hadden to Company, and in further consideration, of the terms and conditions set forth herein, the parties do hereby agree as follows:

1. Company does hereby assign to Hadden, his successors and assigns, the non-exclusive right and privilege to construct and maintain the aforesaid sewer line along the front of Lots 13 and 14 of said subdivision to serve Lot 12 with access to a septic system to be constructed on Lot 16.
2. The right and privilege assigned herein is limited to that certain area ("Construction Area") reserved to developer and lot owners of Riverwalk Plantation for utilities as shown on the aforesaid recorded plat of Riverwalk Plantation and as set forth in the designation of restrictions recorded in Deed Book 10072, Page 495 of the Mecklenburg County Registry.
3. Hadden agrees to locate the said sewer line within the Construction Area and restrict all construction, maintenance, repair and replacement of the sewer line to the Construction Area.
4. Hadden agrees that within thirty days after completion of the installation of the sewer line, or any maintenance, repair, or replacement of the same to restore the disturbed area by landscaping, seeding and strewing the surface of the same.

5. Company reserves unto itself, its successors and assigns, the right to utilize the Construction Area for future installation and maintenance of other utilities.
6. Hadden agrees that the sewer line to be constructed shall be at least twenty-four inches deep at all locations, and shall be constructed of Schedule 30 pipe and shall not interfere with or damage existing utilities.
7. Hadden does hereby indemnify, defend, and hold harmless Company and Company's successors and assigns from and against any claims, actions, demands, losses, injuries or expenses which may arise directly or indirectly out of Hadden's exercise of the rights granted herein.

TO HAVE AND TO HOLD the rights and privileges hereunder to Hadden, its heirs, successors and assigns, it being agreed that the easements herein granted are pertinent to, and run with the title to Hadden's property.

W. Chad Hadden

Nachette C. Hadden

Stover Development, LLC
A North Carolina limited liability company

By: _____
Jeff Stover
Title:

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Karen Berka, certify that W. Chad Hadden and Nachette C. Hadden personally appeared before me this day and acknowledged that they signed the foregoing agreement for the purposes therein expressed.

Witness my hand and official seal this the 16th day of August, 2007.

My commission expires: _____

Notary Public

My Commission Expires May 10, 2008

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Channa W. Lee certify that Jeff Stover personally appeared before me this day and acknowledged that he is the _____ of Stover Development, LLC, a North Carolina limited liability company, and that by authority duly given he signed the foregoing agreement for the purposes therein expressed.

Witness my hand and official seal this the 17th day of August, 2007.

My commission expires: 12/4/2007

Notary Public

5-3-10

Unofficial Document

Unofficial Document

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

PLEASE RETAIN YELLOW TRAILER PAGE

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Filed For Registration: 08/17/2007 03:44 PM

Book: RE 22692 Page: 202-205

Document No.: 2007171502

ESMT 4 PGS $20.00

Recorder: LYVANH PHETSARATH

2007171502

Unofficial Document

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2007 AUG 17 03:44 PM
BK:22692 PG:206-209 FEE:$20.00
INSTRUMENT # 2007171503
2007171503

AGREEMENT

River Walk Plantation Homeowners Association, Inc.

PO Box 26
Belmont NC 28012
www.buycharlotte.com/rwhoa/home.asp

The RWHOA Board of Directors agreed to honor the request of Chad and Nachette Hadden to run a single septic service line not to exceed 6 inches in diameter under Plantation Ridge Road in the most direct line possible between lots 12 and 13 with eventual termination at Lot 16 pending acceptance of the conditions below:

- Approval is contingent on the current ownership of Lots 12 and 16 by Chad and Nachette Hadden.
- Association dues must continue to be paid and remain current for both lots.
- House minimum square footage of 3000 heated square feet.
- Work must be done by boring under the road, with no cutting or other damage to the gutters or surface of the road. Damage to the road, curbs, gutters, or storm sewers due to erosion or other factors independently determined to be caused by improper or insufficient installation of this line shall be repaired at the expense of Chad and Nachette Hadden.
- The line may not be placed until the main septic installation occurs.
- Areas disturbed during the placement of the entire line on any affected property shall be repaired and reseeded at the expense of Chad and Nachette Hadden to the satisfaction of the River Walk Plantation Homeowners Association Board of Directors.
- This agreement does not grant or imply permission for any activities on any privately owned lots, most specifically Lots 13, 14, and 15.

Unofficial Document

Brian K Kelly Dated 8-10-2007
Brian K. Kelly
River Walk Homeowners Association, Inc., President

I, Patricia S. Cochran, a Notary Public of the County of Mecklenburg, State of North Carolina, hereby certify that Brian K. Kelly appeared personally before me this day and being duly sworn acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this 10th day of August, 2007.

PATRICIA S. COCHRAN NOTARY PUBLIC MECKLENBURG COUNTY, NC

Patricia S. Cochran
Notary

My Commission Expires: January 4, 2010

Nachette Hadden Dated 8.10.2007
Nachette Hadden

I, Karen Berka, a Notary Public of the County of Mecklenburg, State of North Carolina, hereby certify that Nachette Hadden appeared personally before me this day and being duly sworn acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this 10th day of August, 2007.

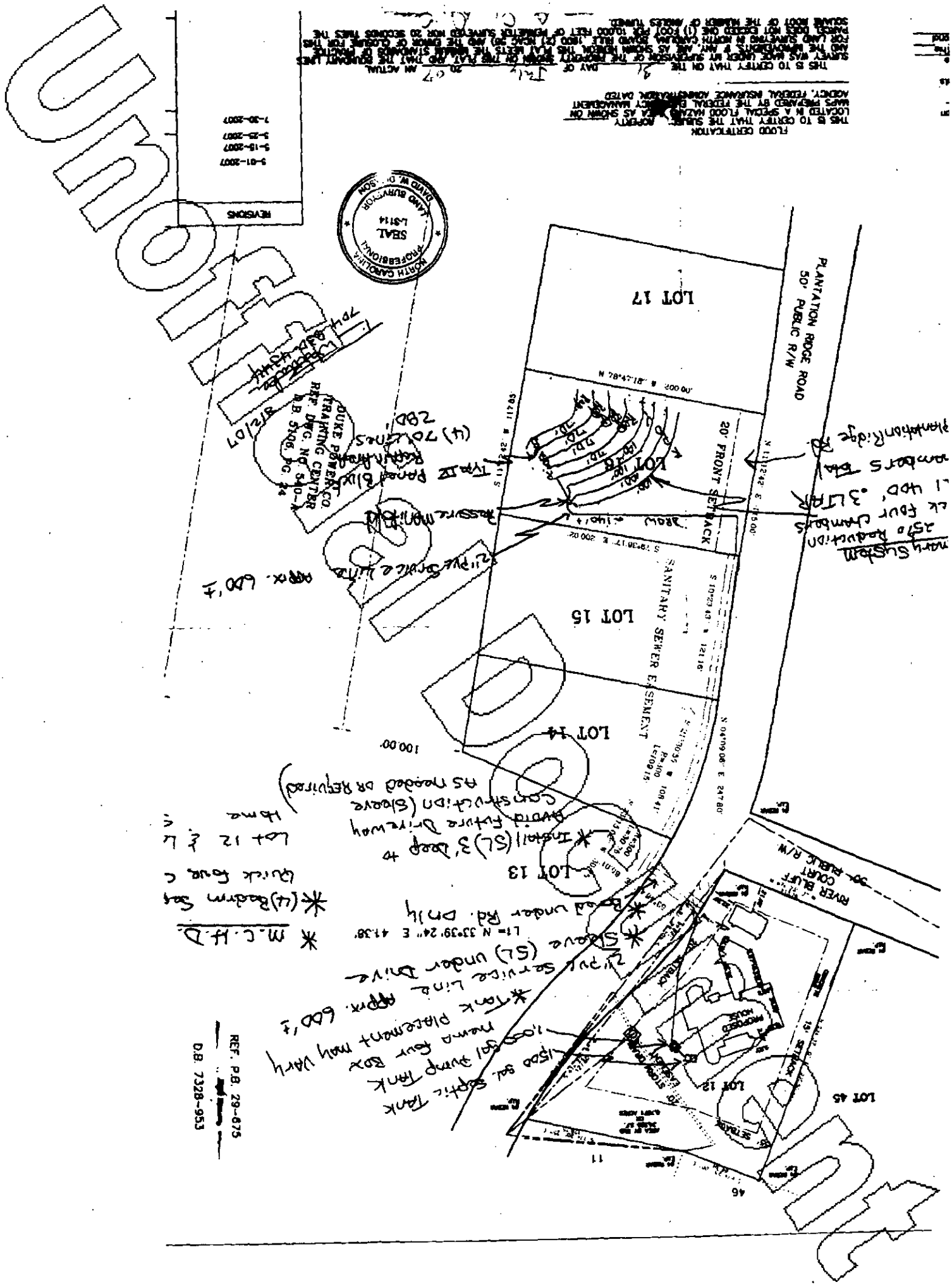
KAREN BERKA NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

Notary

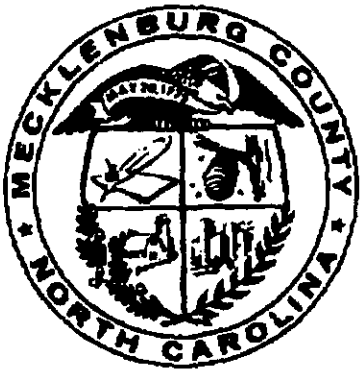
My Commission Expires: 5-3-2010

Mail to: Brian K. Kelly, President of River Walk Plantation HOA
Post Office Box 26
Belmont, NC 28012

PREPARED BY:


LOT 17
LOT 16
LOT 15
LOT 14
LOT 13
LOT 12
LOT 45
PLANTATION RIDGE ROAD
50' PUBLIC R/W
20' FRONT SETBACK
SANITARY SEWER EASEMENT
RIVER BLUFF COURT
30' PUBLIC R/W
REVISIONS
SEAL
L-3114
NORTH CAROLINA
PROFESSIONAL
LAND SURVEYOR
DAVID W. OLSON
REF. P.B. 29-675
D.B. 7328-953
Unofficial Document

Unofficial Document



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

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Filed For Registration:	**08/17/2007 03:44 PM**
Book:	**RE 22692 Page: 206-209**
Document No.:	**2007171503**
	AGMT 4 PGS $20.00
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2007171503

FILE NUMBER: 66181D

2nd Site Evaluation

Revised On: January 3, 2007

APPLICATION NUMBER: 1050

SEPTIC FEE: 100
DATE: 1/29/07 Cash

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: 113-223-56
STREET ADDRESS: 5424 Plantation Ridge Rd.
CITY: Charlotte
STATE: NC ZIP:
SUBDIVISION NAME: River Walk Plantation
LOT #: 17 LOT SIZE (acres): .70
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: 6,000
NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS: 8
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)*:

8A. RANK: ☑ ANY TYPE ☐ CONVENTIONAL ☐ ACCEPTED ☐ INNOVATIVE ☐ ALTERNATIVE ☐ OTHER _____

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 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: mr. & mrs. Chad Hadden
ADDRESS: 5223 Kier Dr.
CITY: Charlotte
STATE: NC ZIP: 28216
HOME PHONE: WORK PHONE:
MOBILE PHONE: 980-921-0841 FAX:

11. OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:

NAME: Tim Whittaker
ADDRESS: 1112 Queensgate St.
CITY: Gastonia
STATE: NC ZIP: 28054
HOME PHONE: WORK PHONE: 7048669540
MOBILE PHONE: 704 880-4344 FAX:

12. WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

13 WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? _____

14. SEPTIC SYSTEM PERMIT APPLICATION SIGNATURE SECTION:

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

T. Whittaker for C.H. 1/29/07

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.

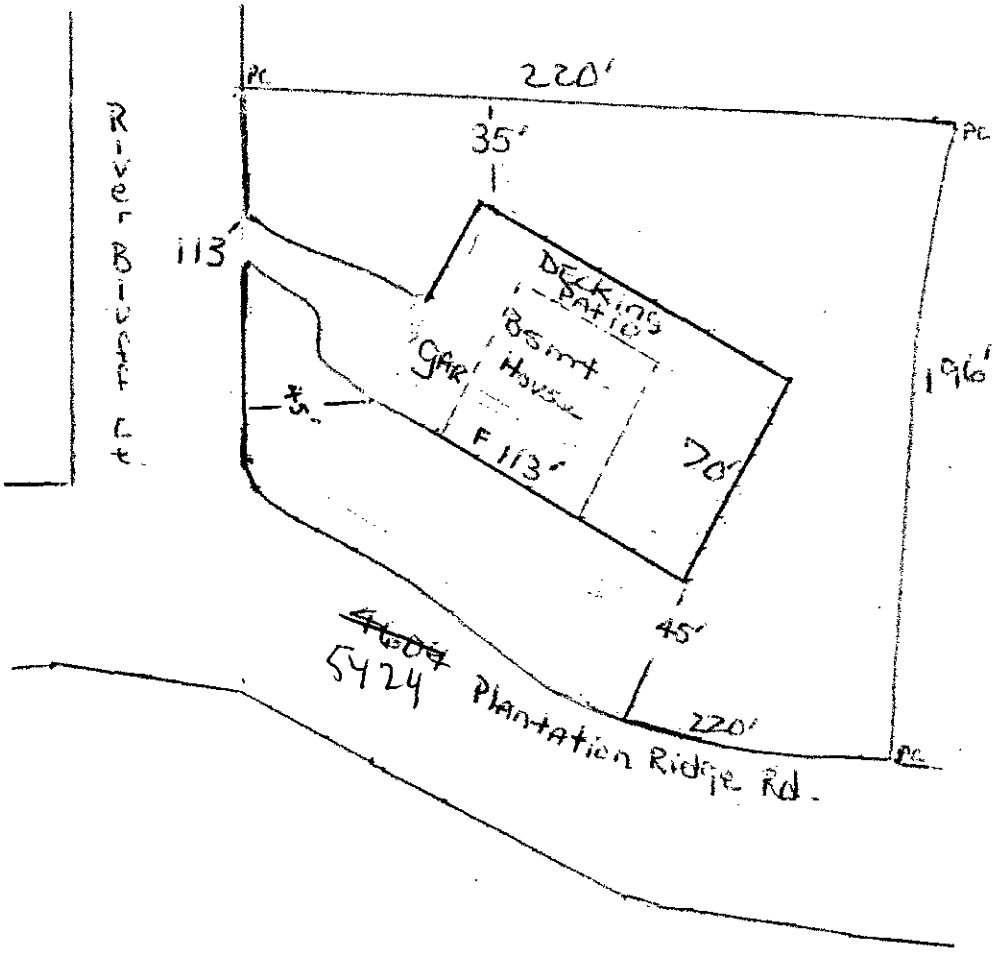
_____

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

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

MCHD.
Lot 12
5424 ~~4604~~ Plantation Ridge Rd.
File: 66180
#

(4) Bedrm. House



PID: 113-223-56

T—Whittenton
704 886-9540
5/6D

CC qpf 035759 #1050

GWS – RES. APP 07/05

SEPTIC FEE: 200.00
DATE: 6/27/06
CRT [ ] PC

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

WELL FEE: _____
DATE: _____
CRT [ ]

FILE # 6618B

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 #: 11322356
STREET ADDRESS: 5424 Plantation Ridge Rd
CITY: Charlotte
STATE: NC **ZIP:** 28214
SUBDIVISION OR MOBILE HOME PARK NAME: River Walk
LOT #: 12
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: X 2,000
NUMBER OF BEDROOMS: X 3-4
NUMBER OF OCCUPANTS: X 2

FOUNDATION FOR RESIDENCE:

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

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

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

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

WATER SUPPLY:

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

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

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

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

PROPERTY OWNER:

NAME: Stover Development LLC
ADDRESS: 5528 Bud Wilson Rd
CITY: Gastonia
STATE: NC ZIP: 28056
HOME PHONE: - WORK PHONE: 704-866-4587
MOBILE PHONE: 704-622-2067 FAX:

~~**LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:**~~ Buyer

NAME: Ryan Tenn / Lauren Shouse
ADDRESS: 8920-F Otter Creek Dr.
CITY: Charlotte
STATE: NC ZIP: 28277
HOME PHONE: - WORK PHONE: -
MOBILE PHONE: 704-763-3560 FAX: -

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 8/31/06

*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.

6-27-06
Owner's/Agent's Signature Date

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

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

Owner's/Agent's Signature Date

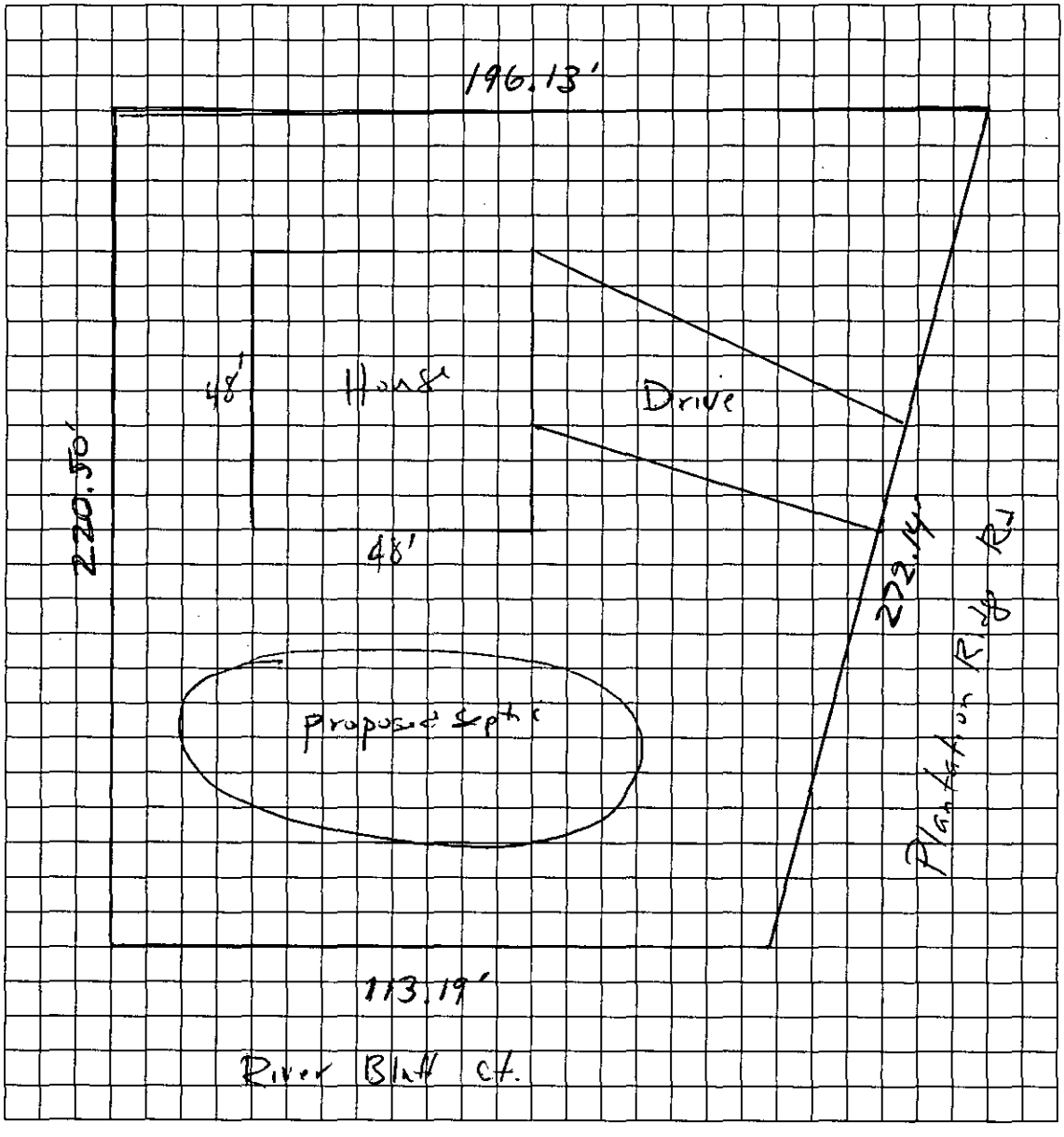
MECKLENBURG COUNTY HEALTH DEPARTMENT
GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202 704-336-5103 / FAX: 704-336-6894

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

File # 6618B
Date

PROPOSED PLOT PLAN

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



Owner/Agent Signature
Date

LBC 12/15/04

5424 Plantation Ridge

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

Sheet: 1 of 2
Property ID: 113-223-56
Lot #: 12
File #: 6618B
Code: 2

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Stover Development, LLC
Applicant: Ryan Temm/Lauren Shouse
Address: 5528 Bud Wilson Road, Gastonia, N. C. 28056
Date Evaluated: 7/3/06
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: .79a
Location of Site: 5424 Plantation Ridge Road
Property Recorded:
Water Supply: [ ] Public [ ] Individual [x] Well [ ] Spring [x] Other Shared well
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, 20	0-5	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	N/A	NONE	PS, IV
		5-26	SBK/C	FI/SEXP/S/P					.35GPD/FT^2
		26-48	SBK/CL	FR/SEXP/SS/SP					
2	LS, 12	0-13	GR/SCL	"	"	"	"	"	PS, IV
		13-48	SBK/C	FI/SEXP/S/P					.32GPD/FT^2
3	LS, 8	0-12	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		12-48	SBK/C	FI/SEXP/S/P					

Description	Initial System	Repair System
Available Space (.1945)	PS	US
System Type(s)		
Site LTAR	.32GPD/FT^2	.32GPD/FT^2

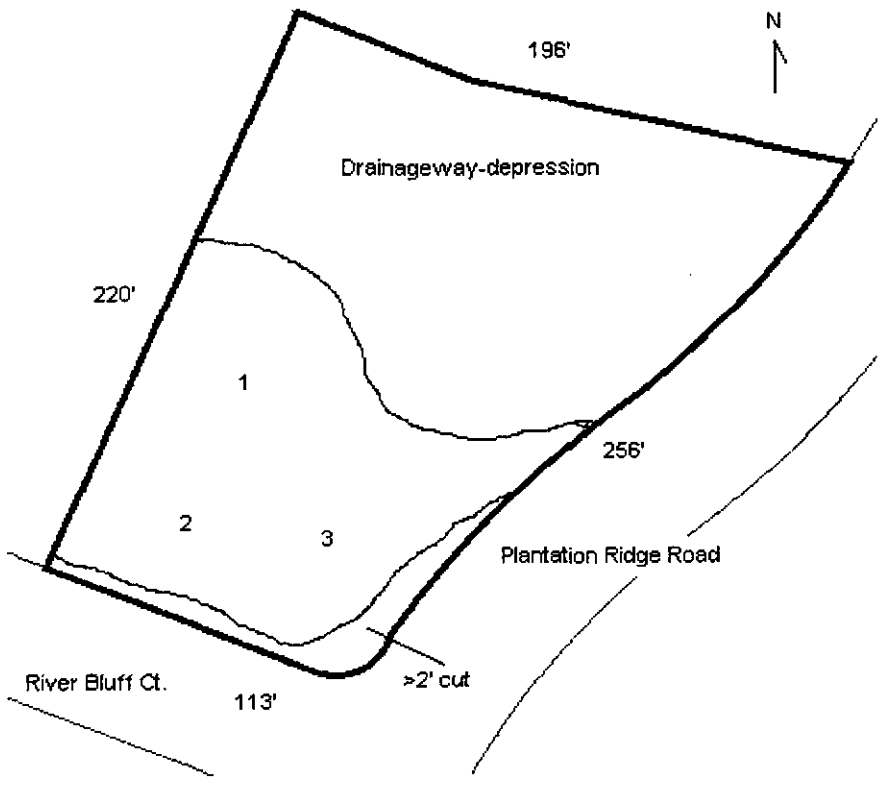
Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 7/3/2006, W. R. Marlin
Others Present:

COMMENTS:
100% repair

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Food 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
Health Department

July 13, 2006

Ryan Tenn
8920-F Otter Creek Dr.
Charlotte, NC 28277

Re: Application for improvement permit for
Property Site: 5424 Plantation Ridge Rd.
Health Department file number: **6618B**

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on July 13, 2006 evaluated the above-referenced property at the site designated on the site plan that accompanied your improvement permit application. According to your application the site is to serve 4 bedroon home, with a daily design flow of 480 gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 and related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule .1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE** for a ground absorption sewage system. Therefore, your request for an improvement permit is **DENIED.** A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

- ☐ Unsuitable soil topography and/or landscape position (Rule .1940)
- ☐ Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
- ☐ Unsuitable soil wetness condition (Rule .1942)
- ☐ Unsuitable soil depth (Rule .1943)
- ☐ Presence of restrictive horizon (Rule .1944)
- ☒ Insufficient space for septic system and repair area (Rule .1945)
- ☐ Unsuitable for meeting required setbacks (Rule .1950)
- ☐ Other (Rule .1946)

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or offsite to additional property.

For the reasons set out above, the property is currently classified **UNSUITABLE,** and an improvement permit shall not be issued for this site in accordance with Rule .1948 (c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE.**

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the N. C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, NC 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 733-0926 or from the OAH web site at www.oah.state.nc.us/form.htm. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N. C. General Statue 130A-335(g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER.** The date of this letter is August 13, 2006. Meeting the 30-day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do not wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N. C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, NC. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,

Zach Petersen, R.S.
Authorized Agent - DENR

Encl: (2)

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 2-T) with the New Construction Addendum (Form 2A3-T).

Ryan C. Temm (unmarried) and Lauren L. Shouse (unmarried), as Buyer, hereby offers to purchase and Stover Development, LLC, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Charlotte, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 5424 Plantation Ridge Road Zip 28214
Subdivision Name River Walk
Plat Reference: Lot 12, Block or Section _____ as shown on Plat Book or Slide 29 at Page(s) 675 (Property acquired by Seller in Deed Book 18281 at Page 451).
NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. PURCHASE PRICE: The purchase price is $ 27,500.00 and shall be paid as follows:

(a) $ 1,375.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by Kemp A. Michael, Attorney ("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) $ _____, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

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

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

(f) $ 26,125.00, BALANCE of the purchase price in cash at Closing.

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

(a) Buyer must be able to obtain a ☐ Conventional ☐ Other: _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of n/a for a term of n/a year(s), at an initial interest rate not to exceed n/a % per annum, with mortgage loan discount points not to exceed n/a % of the loan amount. Buyer shall apply for said loan within n/a days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before n/a and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

REALTOR®
This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
EQUAL HOUSING OPPORTUNITY
STANDARD FORM 12 - T
© 7/2005

Buyer Initials RCT RS Seller Initials _____ _____

Land Purchase

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

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

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

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

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

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

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

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 n/a .

6. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing $ 0 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

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

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

9. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before August 31 2006, at a place designated by Buyer. The deed is to be made to Buyer

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

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

Buyer Initials 12b Seller Initials _____ _____

STANDARD FORM 12 - T
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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 8-15-2006 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 _____ 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 _____ ground absorption sewage system for a 3 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than 8-15-2006, 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 by 8-15-2006 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 8-15-2006. 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 _____, _____, *time being of the essence* (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

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

Buyer Initials PH _____ Seller Initials _____ _____

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

13. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)
This closing is contingent on the simultaneous closing of Lot 45 River Walk

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

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

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

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

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

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

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

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

Date: 6/23/06 Date: _____

Buyer _____ (SEAL) Seller _____ (SEAL)
Ryan C. Temm

Date: 6-24-06 Date: _____
Stover Development, LLC

Buyer _____ (SEAL) Seller _____ (SEAL)
Lauren L. Shouse

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

Date: _____ Firm: Kemp A. Michael, Attorney at Law

By: _____
(Signature)

Selling Agent/Firm/Phone _____
Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone _____
Acting as ☐ Seller's (sub)Agent ☐ Dual Agent

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DATE: 1/29/2007 **PERMIT NUMBER:** _____

TO: CHARLOTTE-MECKLENBURG CODE ENFORECEMENT

FROM: MECKLENBURG COUNTY GIS

JURISDICTION: MECK

CHAR(ETJ)

113-223-56

PARCEL NUMBER

5424 PLANTATION RIDGE RD

ASSIGNED STREET ADDRESS (ADDRESS OF RECORD)

N/A

EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

RIVER WALK PLANTATION

PROJECT NAME (IF APPLICABLE)

Remarks: ADDRESS VERIFIED- SEPTIC SYSTEM

Signed: _____

Addressing Verification Form Disclaimer Statement

The party indicated on this application shall be responsible for maintaining this address throughout the life of the project from plan submittal through final C/O. The contents of this form reflect information provided by the party listed on this form.

Incorrect information may result in delays in getting final approval of permits and the final C/O.

Special Circumstances: If a temporary address is being verified for the purposes of Plan Review, the responsible party will be required to obtain and submit a new form verifying the permanent address prior to issuance of the permit.

Name (please print) _____

Company _____

Company Address _____

_____

Telephone # _____

Signature _____

Date _____

Revised Oct-2005