

9316 HORSESHOE BEND DR

10526140

4/30/08

marliwr

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 2202A DATE: 10-30-00
TC: 105-261-40 ☒ L ☒ CRT
SERIAL Nº 18518

Name of Owner Donald Davis Juris.: _____

Address of Property 9316 Horse Shoe Bend Dr.

Inspection Data:

Tank Material PCC

Total Length of Drainfield 100'

Number of Lines 4 @ 100'

Cover Depth 12"-24"

Water Supply Source Community

Distance to Water Source >50'

Excavation Inspected 10-30-00

Tank(s) Inspected 10-30-00

Wash Line Inspected N/A.

High Water Alarm Inspected N/A.

Design 2000 1500

PLOT

Sel Installation permit.

CTR# Statewide Backhoe Service

The undersigned has inspected
☑ installed or constructe
☑ in accordance with the
and meets the provisions of I5A N
on the date of issuance of the p
☐ Certificate of Comple

sal Systems" in effect

or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of I5A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: Tank TP-1500 57B 1011 Date 11-14-99
Type II System Designed for a (3) bedroom design unit. Type II repair area.

Joshua R. Sellers R.S.
Environmental Health Specialist

Post-it® Fax Note 7671 | Date 5/20/04 | # of pages ▶
To Ray Morel Jones | From J. Aidoo
Co./Dept. | Co. Meck County
Phone # | Phone # 336-5103
Fax # | Fax # 336-6894

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

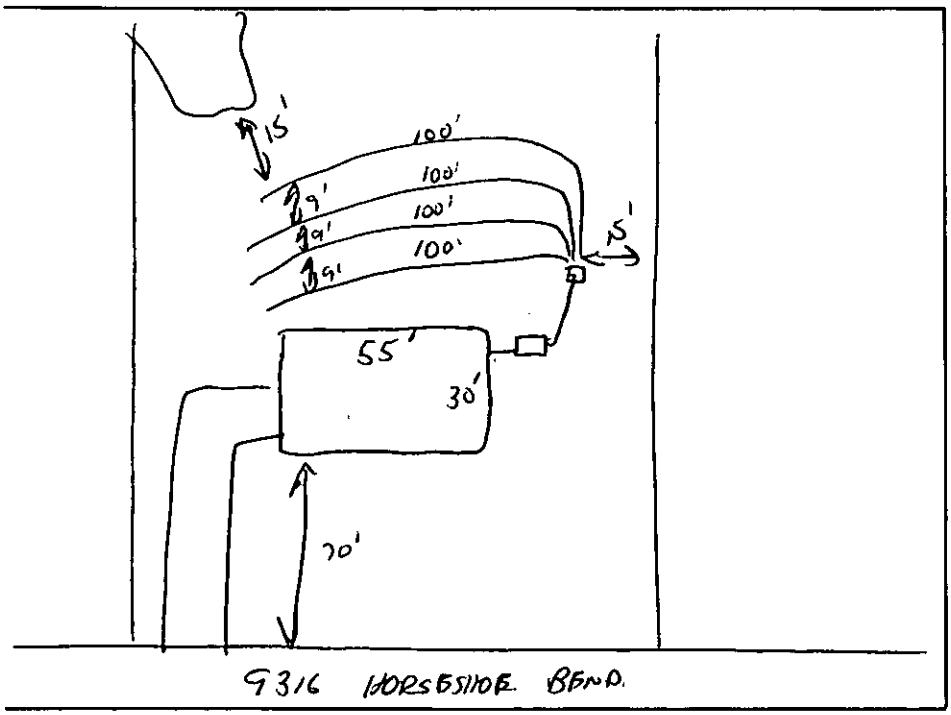
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2202A DATE: 10/26/00

TC: 105-261-40 R/L

SERIAL Nº 18257

Permission is hereby given to _____ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 8-6-99. All work shall be completed on or before _____, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank — gallons

Tank Construction PVC

Trench Depth MAX 36"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous yes

Total Line Length 400 feet

Number of Lines 4

Depth of Stone 12" inches

Distance from House 5' feet

Distance from Property Line 15' feet

Distance from Well >50' feet

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

NAME OF OWNER DONALD DAVIS

LOCATION OF PROPERTY 9316 HORSESHOE BEND

Comments: _____

Environmental Health Specialist

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

00 CK# 200

FEE: 300 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 9/25/00 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 9-16-99 PERMIT NO: 2202A
PARCEL NO: 105-261-40

JOB LOCATION ADDRESS: 9316 HORSESHOE BEND
PROPERTY OWNER: -
BUILDING CONTRACTOR:
SUBDIVISION NAME: FARMWOOD NORTH LOT #31
AUTHORIZATION ISSUED BY: [signature] DATE: 9-16-99
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2202A, 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: _____

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.

Lunard R. Partridge 9/18/00
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

FEE: _____

DATE: _____

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

1 1 CRT

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

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

FILE #: 22024

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 105-261-40

STREET ADDRESS: 5316 Horseshoe Bend

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 31

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2016

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 4

CLOSING DATE 11/30/'00

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):

X COMMUNITY (C) __ MUNICIPAL (M) __ PRIVATE WELL (P)
__ SHARED WELL (S) __ OTHER 'SPRINGS' (O)

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

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

PROPERTY OWNER:

NAME: (LAST) Nationwide Homes, Inc. (FIRST) (MI)

ADDRESS: 16710 old Statesville Rd.

CITY: Huntersville STATE: NC ZIP: 28078

DAYTIME PHONE: 704 947-7377

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) -

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

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

SIGNED: Jim Reese DATE: 9/20/00

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

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 2202A

Tax Number: 105-261-40

- 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	X Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1
.3 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
Municipal Serviced by private well	1500 Gallon septic tank	400 Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
3 Bedrooms in residence	___ Gallon pump tank	12" Depth of stone	
Any surface waters present:	Type:	Minimum separation distance:	
Site modifications required:			
Additional Conditions: (1) DO NOT INSTALL DRAINLINES IN DEPRESSIONAL AREA, NO CLOSER THAN 15' TO A 2/1 CUT			
Repair Area System Type Type (circle one): I (II) III IV V VI	X Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1
1200 Absorption Area (Sq ft) 400 Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	30" 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.

John Odell 9-16-99
DEHNR Authorized Agent Date

X Leonard R Partridge 9/14/00
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

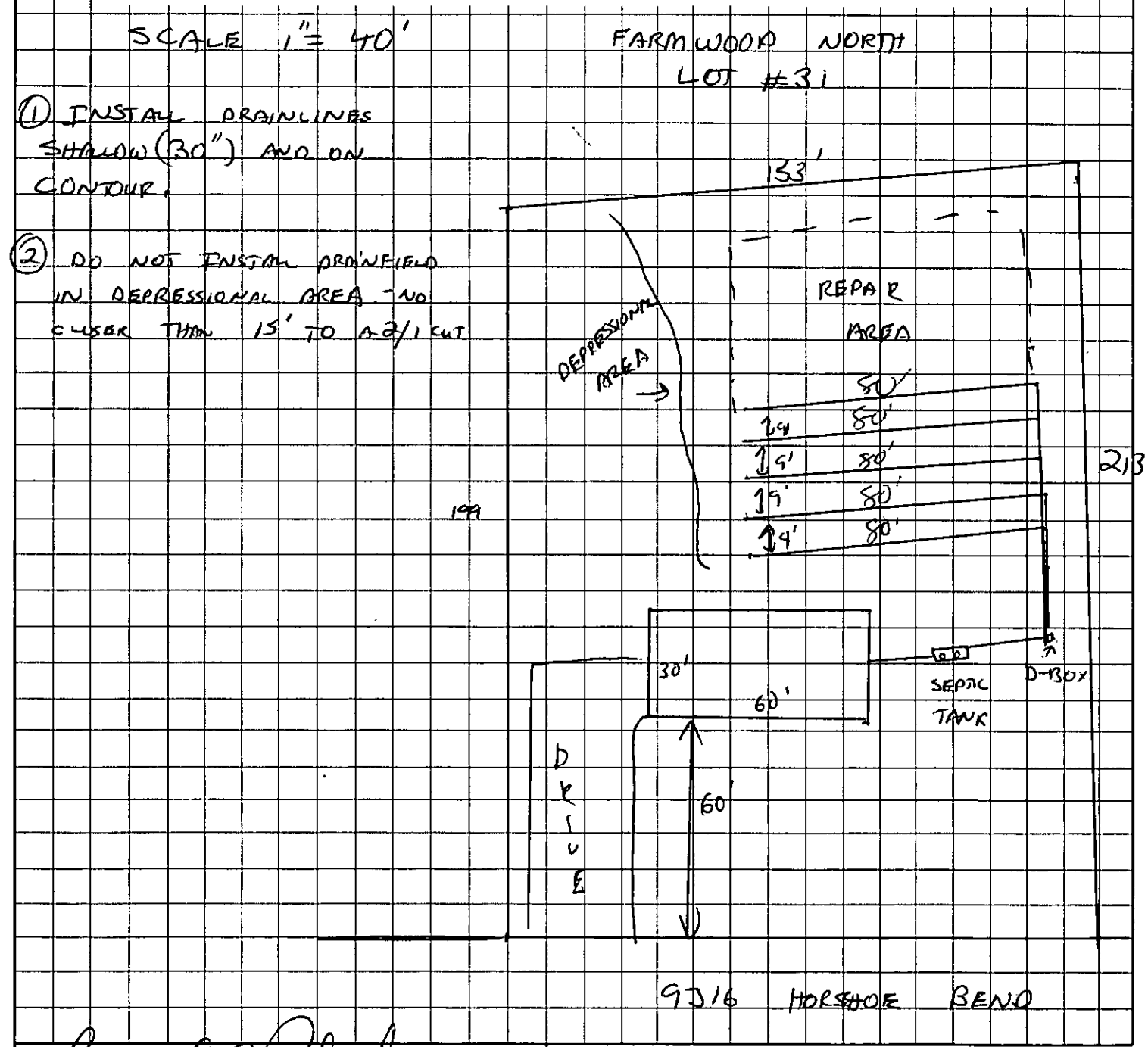
PROPOSED PLOT PLAN

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

FILE: 2202A

TC: 105-261-40

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.



Leonard R. Patrick
OWNER/AGENT SIGNATURE

DATE 9/14/'00

APPROVAL DATE 9-16-99

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

FEE: $ 200.00 ck # 1037

DATE: 8/6/99

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

#7

[ ] 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 #: 22WA

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 10526140

STREET ADDRESS: 9316 HORSESHOE BEND

SUBDIVISION OR MOBILE HOME PARK NAME: FARMWOOD NORTH

LOT NUMBER: 30 31

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2100

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 3

CLOSING DATE_____

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):

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

PROPERTY OWNER:

NAME: CASSAM (LAST) ROBERT (FIRST) (MI)

ADDRESS: 9918 LOTTIE LN

CITY: CHAR STATE: NC ZIP: 28262

DAYTIME PHONE: (704) 904-1509 (704) 549-9957

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: DAVIS (LAST) DONALD (FIRST) J (MI)

DAYTIME PHONE: (704) 904-4299 (704) 841-4979

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? PENDING

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: Donald J Davis DATE: 8-6-99

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

Pink - Owner's Copy

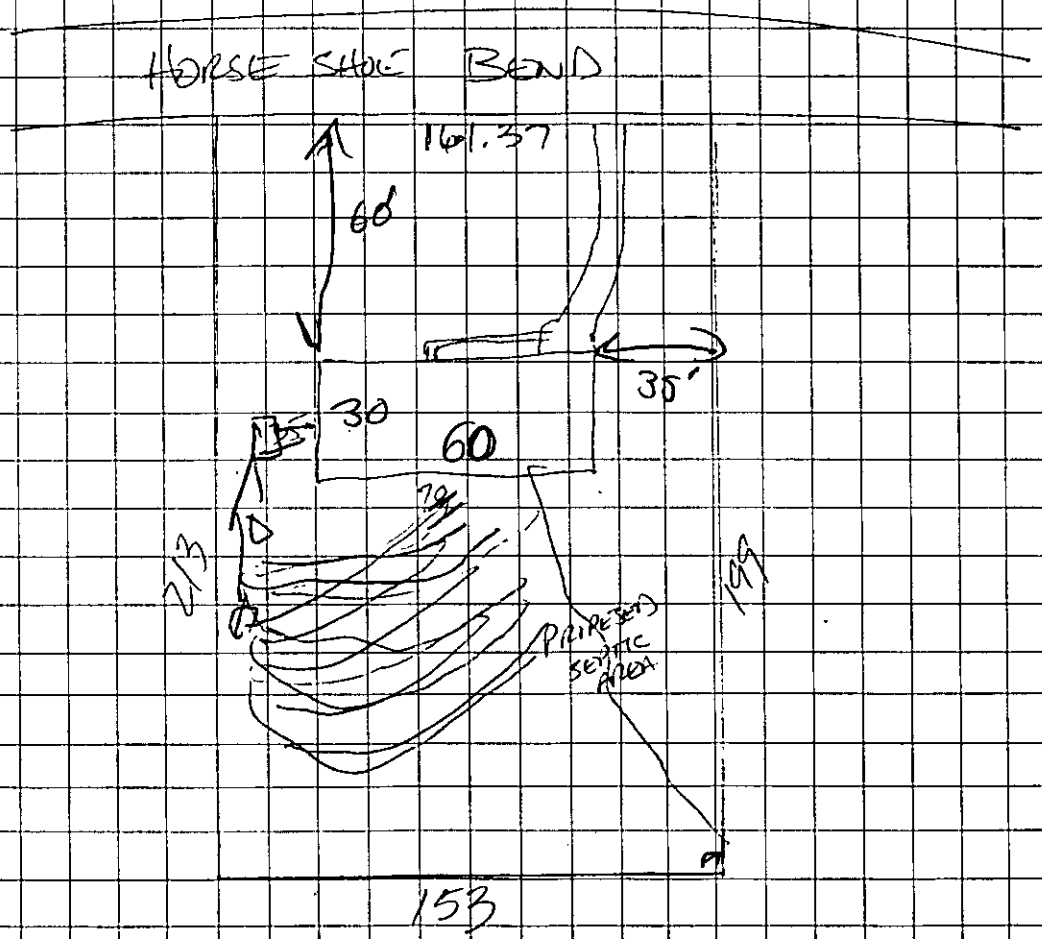
PROPOSED PLOT PLAN

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

FILE: 2202A

TC: 105-261-40

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.



OWNER/AGENT SIGNATURE

DATE 8-6-99

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

#2

Sheet: _____
Property ID: 105-261-40
Lot #: 31
File #: 2202A

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Robert Carraan APPLICANT: Donald J. Davis
ADDRESS: 9918 Jattie Lane, Charlotte, N.C. DATE EVALUATED: 8-25-99
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 360gpd PROPERTY SIZE: .73
LOCATION OF SITE: 9316 Horseshoe Bend PROPERTY RECORDED: _____
WATER SUPPLY: ☐Private ☐Public ☐Well ☐Spring ☒Other Community
EVALUATION METHOD: ☒Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☒Sewage ☐Industrial Process ☐Mixed

PROFILE #	Slopes 2-10% .1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS	0-3"	grl sl	Fr|SEXP|NS/NP	>48" To soil wetness	48"	N/A	None	PS .39 ft² IV
		3-48"	sBK|SC	Fi|SEXP|SP					
2	LS	0-4"	grl sl	Fr|SEXP|NS/NP	>48" To soil wetness	48"	N/A	None	PS .39 ft² IV
		4-41"	sBK|C	Fi|SEXP|SP					
		41-48"	sBK|SC	Fi|SEXP|SP					
3	LS	0-4"	grl sl	Fr|SEXP|NS/NP	>48" To soil wetness	48"	N/A	None	PS .39 ft² IV
		4-48"	sBK|C	Fi|SEXP|SP					

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

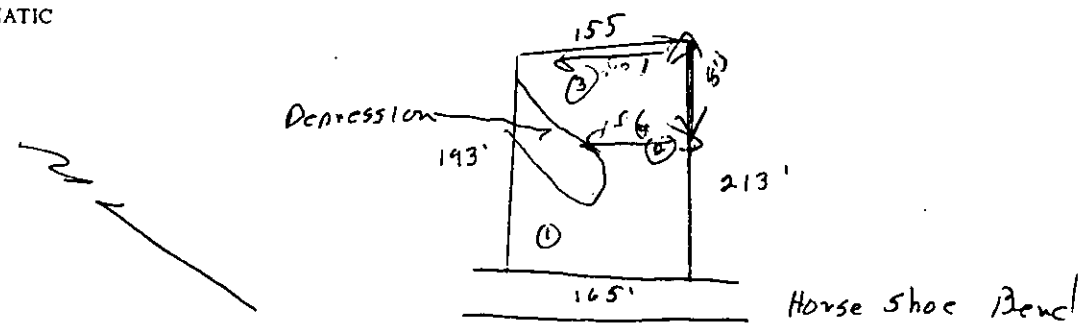
OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W.R. Martin LSS 8-25-99
OTHER(S) PRESENT: _____

FILE # 2202A

COMMENTS 100% Repair

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

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



Permit Number: 2202A

Tax Number: 105-261-40

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

3 Long-term acceptance rate	360 Max gallons/day wastewater flow	400 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
Municipal Serviced by private well	1500 Gallon septic tank	400 Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
3 Bedrooms in residence	___ Gallon pump tank	12" Depth of stone	

Any surface waters present: Type: Minimum separation distance:

Site modifications required:

Additional Conditions: (1) DO NOT INSTALL DRAINLINES IN PERFESSIONAL AREA, NO CLOSER THAN 15' TO A 2/1 CUT

Repair Area System Type Type (circle one): I (II) III IV V VI	X Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

400 Absorption Area (Sq ft) 400 Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	30" 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 th 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 effec 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 Departmen
- This Improvement permit is transferable.

DEHNR Authorized Agent — Date: 9-16-99

Owner/Agent Signature — Date

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
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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: 2202A

TC: 105-261-40

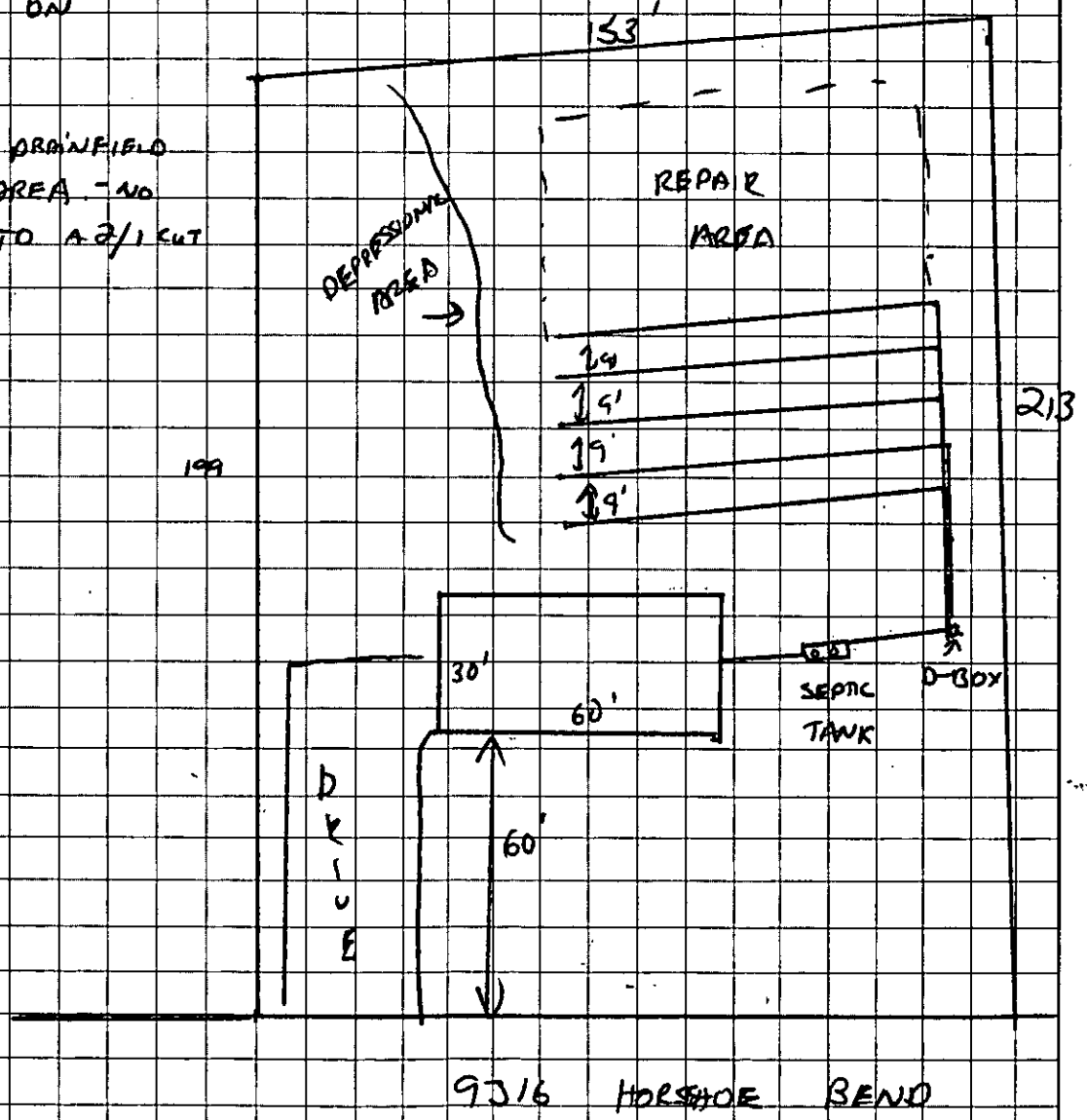
Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.

SCALE 1" = 40'

FARMWOOD NORTH
LOT #31

(1) INSTALL DRAINLINES SHALLOW (30") AND ON CONTOUR.

(2) DO NOT INSTALL DRAINFIELD IN DEPRESSIONAL AREA - NO CLOSER THAN 15' TO A 2/1 CUT



9316 HORSHOE BEND

APPROVAL DATE 9-16-99 D. Cuddy

OWNER/AGENT SIGNATURE

DATE

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

2202A

FEE: 200.00 CK# 1037
DATE: 8/6/99

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 #: 2202A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 10526140

STREET ADDRESS: 9316 HORSESHOE BEND

SUBDIVISION OR MOBILE HOME PARK NAME: FARMINGTON NORTH

LOT NUMBER: 31

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2100

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 3

CLOSING DATE _____

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:

NAME: CASSAM (LAST) ROBERT (FIRST) (MI)
ADDRESS: 9918 LOTTIE LN
CITY: CHAR STATE: NC ZIP: 28262
DAYTIME PHONE: (704) 904 - 1509 (704) 549-9957

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: DAVIS (LAST) DONALD (FIRST) J (MI)
DAYTIME PHONE: (704) 904 - 4299 (704) 841-4979

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? PENDING

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: Donald J Davis DATE: 8-6-99

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

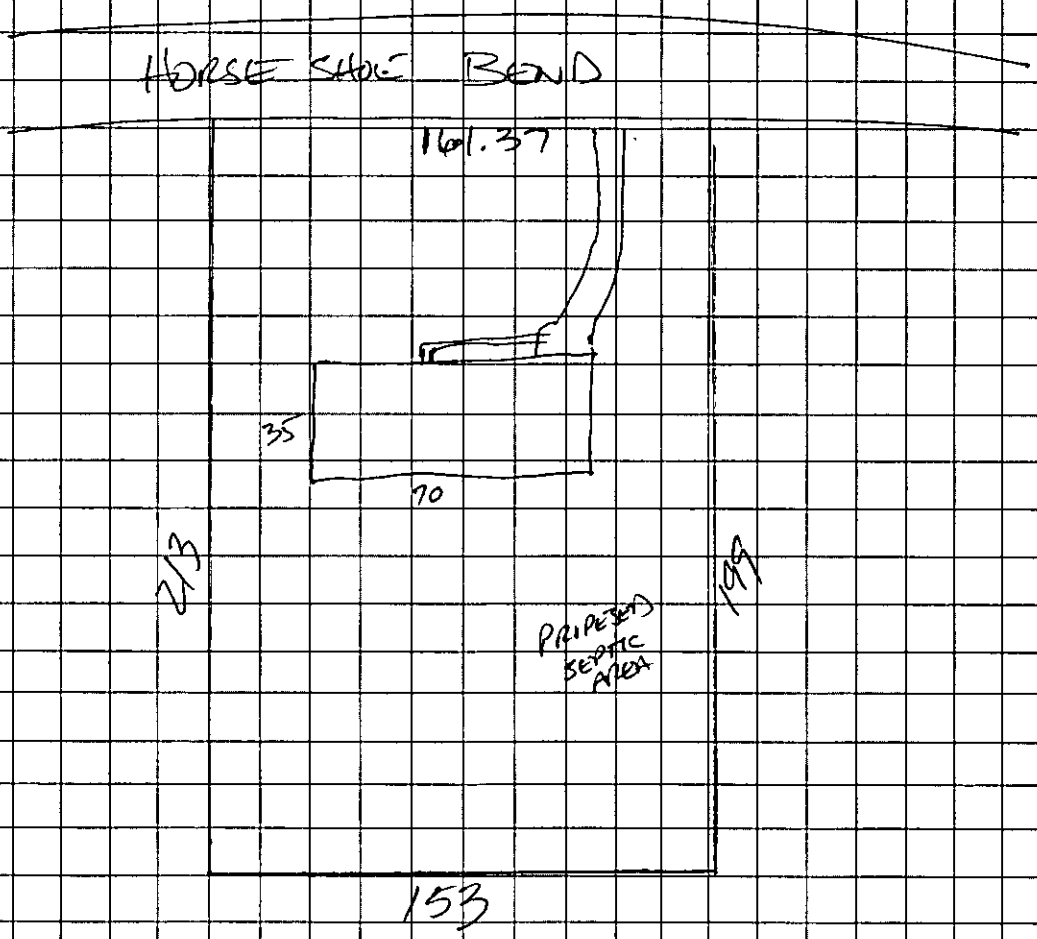
PROPOSED PLOT PLAN

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

FILE: 2202A

TC: 105-261-40

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.



OWNER/AGENT SIGNATURE

DATE 8-6-99

APPROVAL DATE _____

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

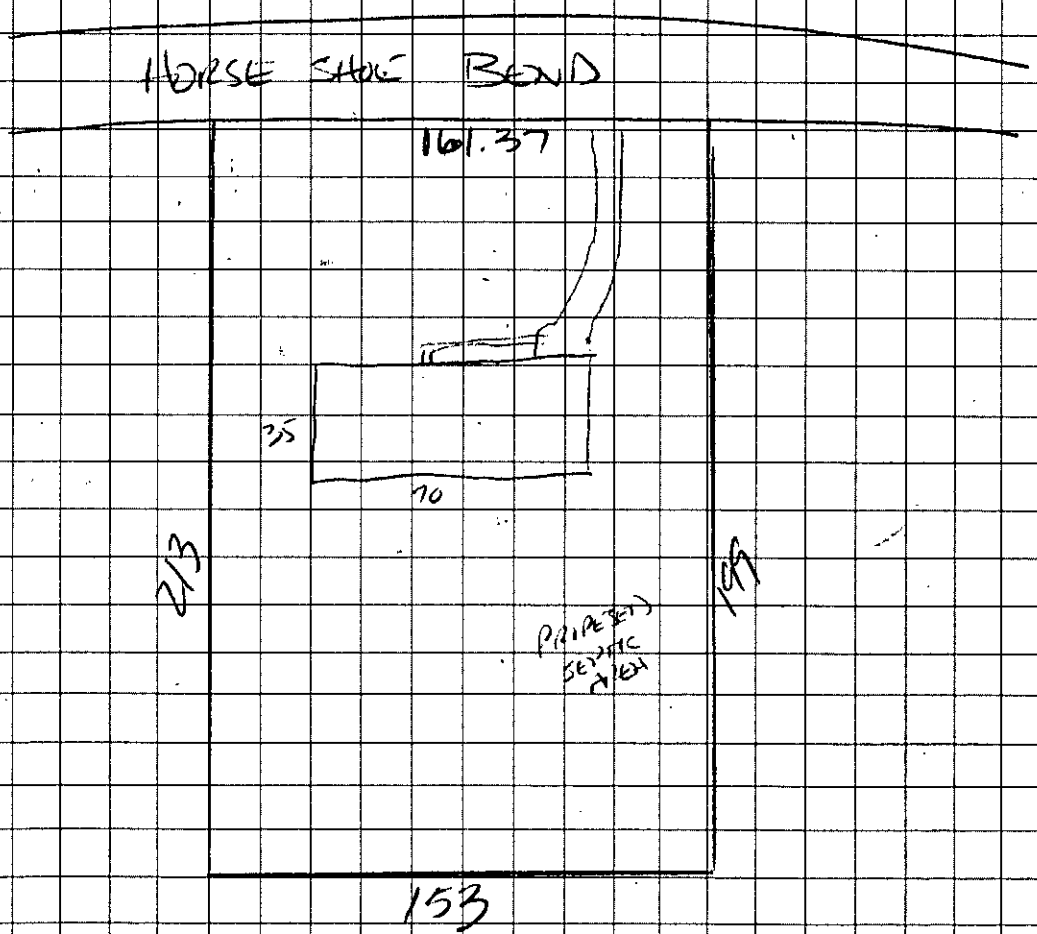
PROPOSED PLOT PLAN

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

FILE: 2202A

TC: 105-261-40

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.



OWNER/AGENT SIGNATURE

DATE 8-6-99

APPROVAL DATE _____

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

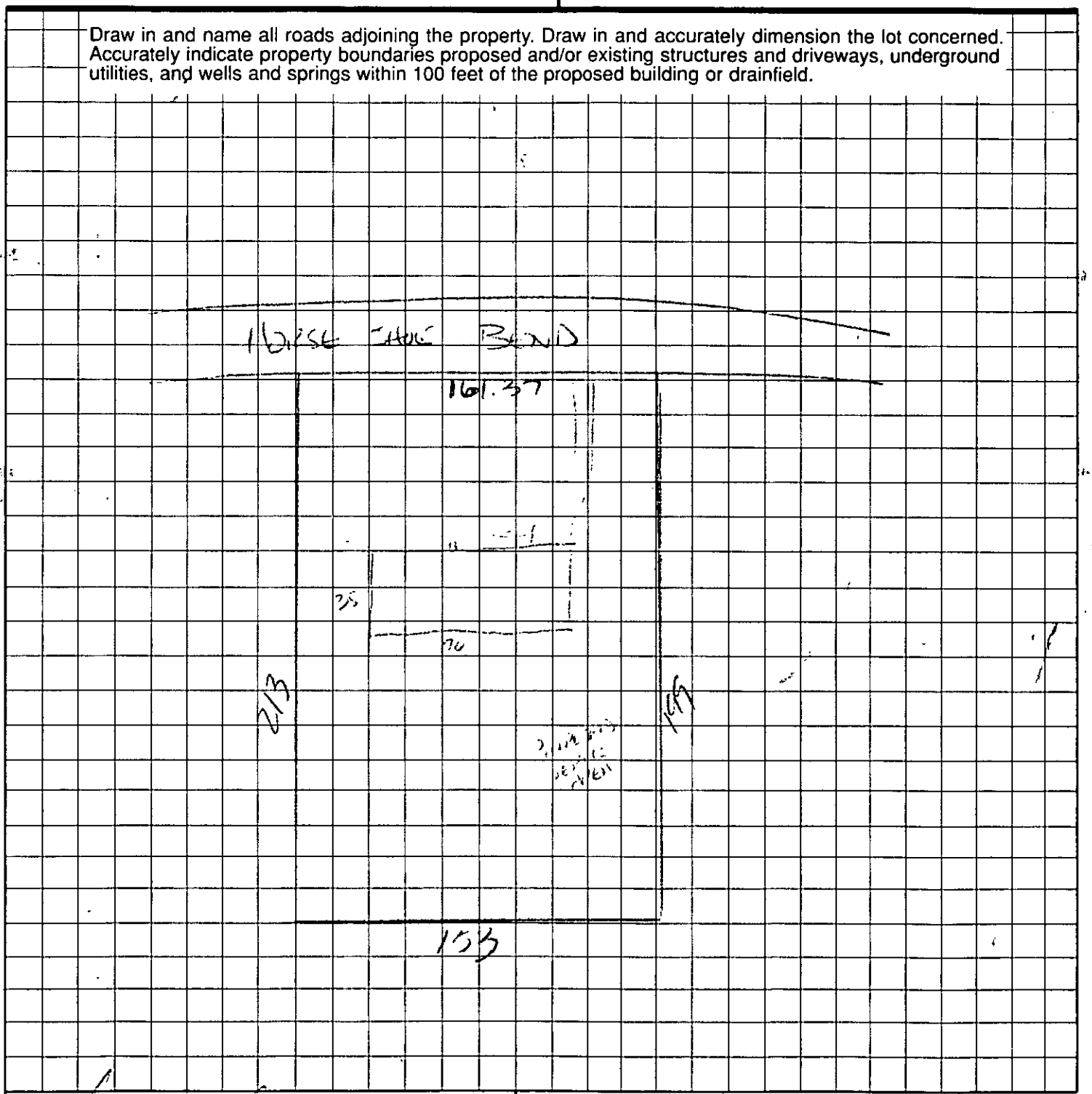
PROPOSED PLOT PLAN

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

FILE: 2202A

TC: 105-261-46

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.



OWNER/AGENT SIGNATURE

DATE 8-6-66

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: _____
Property ID: 105-261-40
Lot #: 31
File #: 2202A

#2

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Robert Carram APPLICANT: Donald G. Davis
ADDRESS: 9918 Tattle Lane, Charlotte, N.C. DATE EVALUATED: 8-25-99
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 360gpd PROPERTY SIZE: .73
LOCATION OF SITE: 9316 Horseshoe Bend PROPERTY RECORDED: _____
WATER SUPPLY: ☐Private ☐Public ☐Well ☐Spring ☒Other Community
EVALUATION METHOD: ☒Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☒Sewage ☐Industrial Process ☐Mixed

PROFILE #	Slopes 2-10% .1940 Landscape Position/ Slope %	Horizon Depth (IN:)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942, SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS	0-3"	gr sl	Fr SE SP NS NP	>48" To soil wetness	48"	N/A	None	PS .39 f2 IV
		3-48"	sBK sc	Fi SE SP SP					
2	LS	0-4"	gr sl	Fr SE SP NS NP	>48" To soil wetness	48"	N/A	None	PS .39 f2 IV
		4-41"	sBK c	Fi SE SP SP					
		41-48"	sBK sc	Fi SE SP SP					
3	LS	0-4"	gr sl	Fr SE SP NS NP	>48" To soil wetness	48"	N/A	None	PS .39 f2 IV
		4-48"	sBK c	Fi SE SP SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	LPS
System Type(s)		
Site LTAR		

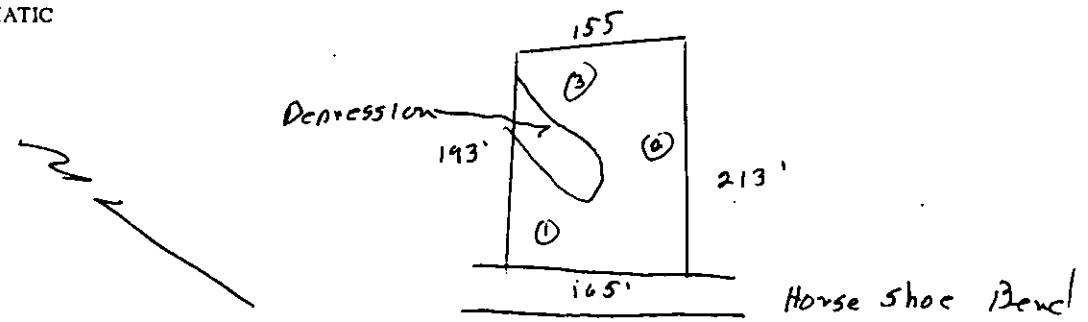
OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W.R. Martin LSS 8-25-99
OTHER(S) PRESENT: _____

FILE # 2202A

COMMENTS 100% Alpaca

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

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



filed
2202A

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT made this 12 day of July, 1999, by and between Real Estate Express Inc. dba Realty World Associates ("Buyer"), and BML Land Company ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Broker(s)" shall mean: Sunlion Homes ("Listing Agency"), R. Choate ("Listing Agent")
Acting as: ☑ Seller's Agent; ☐ Dual Agent
and Realty World Associates ("Selling Agency"), Robert J. Cassam Jr. ("Selling Agent").
Acting as: ☑ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

(b) "Closing" shall occur on or before ~~February 28~~ August 31 LMC 1999 ~~2000~~, or

(c) "Earnest Money" shall mean five hundred Dollars ($ 500)
or terms as follows: payable in cash at time of contract acceptance by both parties
Robin Choate or Seller LMC
Upon acceptance of this contract, the Earnest Money shall be promptly deposited in escrow with ~~Sellers attorney~~
(name of person/entity with whom deposited), to be applied as part payment of the purchase price of the Property at the time sale is closed, or disbursed as agreed upon under the provisions of Section 9 herein.

☑ **THE EARNEST MONEY IS TO BE DEPOSITED IN AN INTEREST BEARING ACCOUNT, TO BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT THE TIME SALE IS CLOSED, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 9 HEREIN.**

(d) "Examination Period" shall mean the period beginning on the date hereof and extending through February 20, 2000, or

(e) "Intended Use" shall mean the use of the Property for the following purpose: Residential Single Family with the following building restrictions: 1800 SF min. ranch and 2400 SF min. 2 story with 1600 SF min. first floor

(f) "Property": (Address) Lot 31 at 9316 Horseshoe Bend
(Legal Description/Description) L31B4M22-24 9316 Horseshoe Bend

☑ If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference as if fully set forth herein, together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

(g) "Purchase Price" shall mean the sum of eighteen thousand Dollars ($ 16000), payable on the following terms:

(i) Cash in the amount of fifteen thousand five hundred Dollars ($ 15500)

(ii) Proceeds of a new Loan in the amount of fifteen thousand five hundred Dollars ($ 15500) for a term of 30 years, at an interest rate not to exceed 10 % per annum with mortgage loan discount points not to exceed 0 % of the loan amount; Buyer shall pay all costs associated with any such loan.

(iii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of: n/a Dollars ($ n/a) being payable over n/a months in equal monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of n/a percent (n/a %) per annum, with the first principal payment beginning on the first day of the month next succeeding the date of Closing. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. A partial prepayment will be credited against the next installment of principal due. In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies will be limited to foreclosure of the property.

(iv) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of $ n/a and evidenced by a note bearing interest at the rate of n/a percent (n/a %) per annum, or n/a

(h) "Seller's Notice Address" shall be as follows:
PO Box 498
Cornelius NC 28031

except as same may be changed pursuant to Section 10.

(i) "Buyer's Notice Address" shall be as follows:
9908 Lottie Ln. Charlotte, NC 28262

except as same may be changed pursuant to Section 10.

☑ (j) If this block is marked, additional terms of the Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference

Section 2. Proration of Expenses and Payment of Costs. Seller and Buyer agree that all property taxes, leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, if any, shall be prorated as of the date of Closing. Seller shall pay deed stamps and other conveyance fees or taxes, and Buyer shall pay recording costs, costs of any title search, title insurance, survey and soil tests

Section 3. Sale of Property. Seller agrees to sell the Property for the Purchase Price set forth above.

Section 4. Payment of Purchase Price. Buyer shall pay the Purchase Price in accordance with all the terms and conditions of this contract.

Section 5. Title. Seller agrees to convey fee simple marketable title to the Property by general warranty deed, subject only to the exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to Buyer good and marketable fee simple title to said Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, road rights-of-way of record and those other encumbrances, reservations, restrictions and easements and other exceptions set forth on Exhibit C attached hereto ("Permitted Exceptions")

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Section 6. Conditions. This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions:

(a) **New Loan.** The Buyer must be able to obtain the loan, if any, referenced in Section 1(g)(ii). Buyer must be able to obtain a firm commitment for this loan on or before Feb. 28, 2000, effective through the date of closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of Lender's decision.

(b) **Qualification for Financing.** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination.** After the date of execution of this Agreement by Seller, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period, as defined in Section 1(d). In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, then the Buyer shall immediately notify the Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Intended Use.** ~~Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its intended Use will not violate any private restrictions or governmental regulations.~~ If Buyer determines, prior to the date of Closing, that use of the Property for its intended Use will violate any such private restrictions or governmental regulations, then Buyer may terminate the Agreement by written notice and receive a return of the Earnest Money, and neither party shall then have any further obligations in connection with this Agreement.

(e) **Same Condition.** If the Property is not in substantially the same condition as of the date of the offer, reasonable wear and tear excepted, then the Buyer may terminate the Agreement and receive a return of the Earnest Money.

(f) **Inspections.** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall also have a right to review and inspect all leases, contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller as relate directly to the operation and maintenance of the Property. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. Except as provided in Section 6(c) above, Buyer shall have from the date of acceptance through the end of the Examination Period to perform the above inspections, examinations and testing to determine if the Property is suitable for the Intended Use. If, prior to the expiration of the Examination Period, Buyer determines that the Property is unsuitable, in Buyer's sole discretion, and provides written notice to Seller thereof, then this Agreement shall terminate, and Buyer shall receive a return of the Earnest Money.

Section 7. Environmental. Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1371) (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et. seq. (42 U.S.C. Sec. 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et. seq. (42 U.S.C. 9601). Seller further states that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of Property.

Section 8. Risk of Loss/Damage/Repair. Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate this Agreement, and the Earnest Money shall be returned to the Buyer. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 9. Earnest Money Disbursement. In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money 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 Agreement, then the Earnest Money shall be forfeited, 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 licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction.

Section 10. Closing. The Closing shall consist of the execution and delivery by Seller to Buyer of a ~~General~~ Special Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign affidavit and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price or as otherwise provided in Section 1(c). The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at closing, unless otherwise agreed herein.

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Section 11. Notices. Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(h) as to Seller and in Section 1(i) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 12. Entire Agreement. This agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 13. Adverse Information and Compliance with Laws.

(a) **Seller Knowledge.** Seller has no knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property, or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:

none

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

none

(b) **Compliance.** To the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 14. Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 15. Applicable Law. This Agreement shall be construed under the laws of the state in which the Property is located.

Section 16. Tax-Deferred Exchange. In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES. IF YOU DO NOT FEEL THIS DOCUMENT MEETS YOUR NEEDS, YOU MAY WISH TO CONSULT YOUR ATTORNEY.

BUYER:

Individual

_____ (SEAL)

Date: _____

_____ (SEAL)

Date: _____

Business Entity

Real Estate Express Inc d/b/a Realty World Associates
(Name of Firm)

By: _____ (SEAL)
Robert A. Cassum Jr.

Title: President

Date: 7-12-99

SELLER:

Individual

_____ (SEAL)

Date: _____

_____ (SEAL)

Date: _____

Business Entity

Bankruptcy Estate of BMI Land Co
(Name of Firm)

By: _____ (SE

Title: Trustee in bankruptcy

Date: 7-18-99

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Date: _____

By: _____

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Exhibit A

MECK TAX — Real Estate Tax Information System

Tax Parcel Identification	Street Address
Parcel ID: 10526140	Street Number: 9316
Card: 001 of 1	Street Name: HORSESHOE BEND DR
	Legal Descript: 131B4M22-24 9316 HORSESHOE BEN
Map File: Taxmaps\Book105\10526.TI	Building Name:

Building Information

Model:	VACANT	Bedrooms:	0
Building Use:	SINGLE FAMILY	Bathrooms:	0
Heated SF:	0	Half Baths:	0
Year Built:	0	Restrooms:	0

Land Information

Land Use:	SINGLE FAMILY
Zoning:	RJ
Acreage:	0.000
Net Acres:	0.736

Building Subarea	Sq. Ft.
	0
	0
	0
	0
	0
	0
	0
	0
	0
	0
Effective Square Footage :	0

Cards Assessed Value

Building:	$0
X-Feature:	$0
Land:	$35,000
Spec. Land:	$0
Total:	$35,000

Total Assessed Value

Building:	$0
X-Feature:	$0
Land:	$35,000
Spec.Land:	$0
Total:	$35,000

Building Construction Information

Building Style:	0
Comm. Frame:	
Exterior Wall:	
Exterior Wall:	
Roof Structure:	
Roof Cover:	
Heating Fuel:	
Heat Type:	
A/C Type:	
Comm. Heat-A/C:	0
Fireplace:	
Floors:	
Apt. Units:	0
Comm. Fixtures:	0
Ceiling Height:	

Ownership Information

BMI LAND CO INC

P O BOX 25746

CHARLOTTE NC 28229

1997 Assessed Value

Card:	$45,000
Total:	$45,000

Replacement Cost

$0

Additional Information

Account Type :	DOMESTIC CORP
Municipality :	MECKLENBURG COUNTY
Township :	CRAB ORCHARD
Tax District :	
Historic :	
Historic District :	

Sales Information

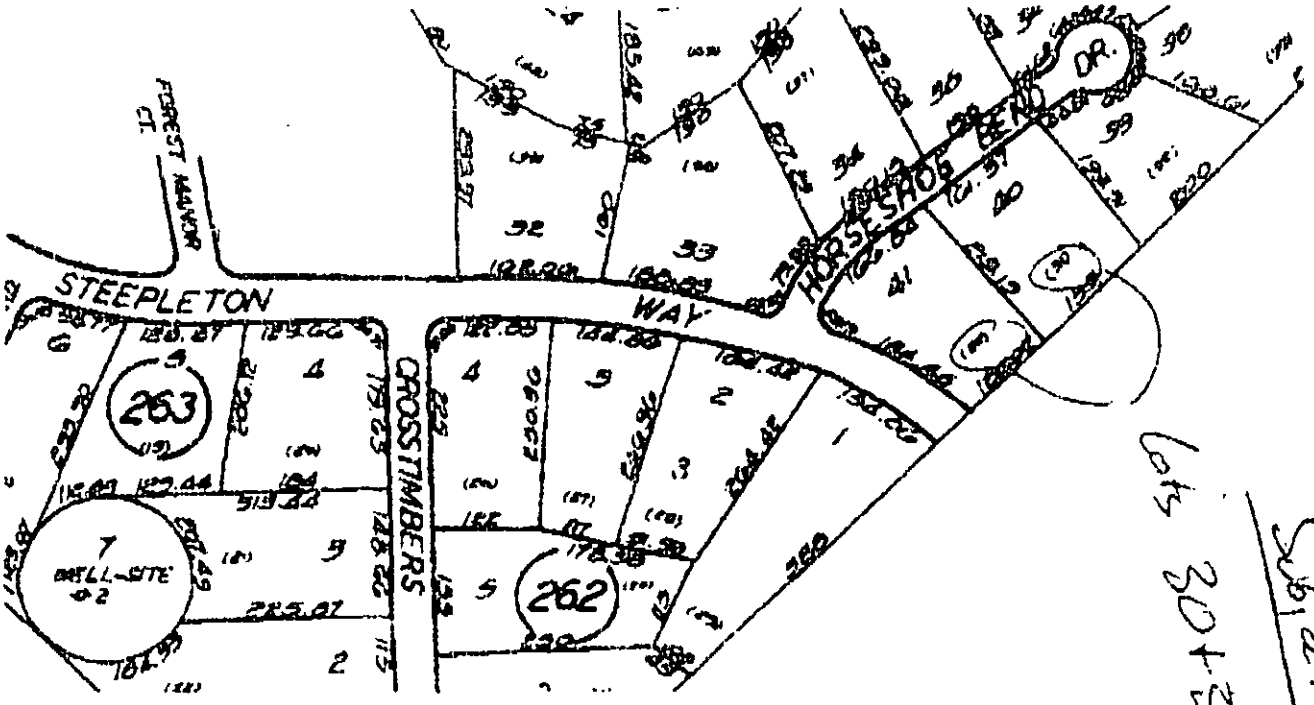
Sales Date	Deed Book	Page	Qualified	Imp/Vac	Sale Price/Stamps
1/1/88	0574	7018			$0
01 88	0574	7018	X	V	$0
					$0
					$0
					$0
					$0
					$0

Lender Information

Fax:

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Exhibit A



Subject Lots 30 + 31

Addendum B

This Addendum is made the 12 day of July, 19 99, and is added to and amends the contract/agreement by and between BMI Land Company as Seller(s) and Real Estate Express Inc. dba Realty World Associates as Buyer(s) which contract/agreement is dated the 12 day of July, 19 99, on the following property Lot 31 on Horseshoe Bend per Section 1(f).

1. Real Estate Express Inc. d/b/a Realty World Associates is a licensed real estate brokerage firm in North Carolina. Robert J. Cassam is a licensed real estate broker representing himself. The offered price reflects the Sellers Agent's refusal to pay Buyers Agent brokerage commissions.
~~2. Buyer agrees to use Sellers attorney to close transaction but does not waive his right to seek legal council.~~
2 ~~3.~~ Buyer reserves the right to assign this contract, through the date of closing, from the corporate entity herein to himself and/or partner in order to obtain any required financing.
3 ~~4.~~ If Buyer fails to perform the agreements of this contract within the time set forth herein, Seller may retain as liquidated damages and not as a penalty, all of the initial Earnest Money Deposit specified in Section 1 (c), it being agreed that this is the Seller's exclusive remedy.

ML

4. Additional terms attached.

Seller

Seller

President
Buyer
Real Estate Express Inc. d/b/a Realty World Associates

Buyer

ATTACHMENT TO CONTRACT

Attachment to the Contract which is incorporated herein:

1. This sale is subject to the approval of the United States Bankruptcy Court for the Western District of North Carolina.

2. The real estate which is the subject of this sale, which includes any improvements located thereon, is conveyed "as is, where is" and without any representation or warranties of any kind concerning its physical or environmental condition; and the purchaser assumes all liabilities concerning such condition.

3. Title will be conveyed by special warranty deed in which the Trustee as seller will warrant only that he has not created or granted any encumbrances or interest which would be adverse to the purchaser, and that he has done nothing to impair the title he received.

This attachment is signed this 14 day of July, 1999

Purchaser:

[signature] - President

Ree-Ty Wood - Secretary