

9901 DRAWBRIDGE DR

10815117

12/21/2007

duponbj

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: 1507 B DATE: 6-15-00

TC: 108-151-57 ☒ L ☒ CRT

SERIAL Nº 18382

Name of Owner RAYMOND FORSTER Juris.:

Address of Property 9901 DRAWBRIDGE DRIVE

Inspection Data:

Tank Material 1500 PCC

Total Length of Drainfield 300

Number of Lines 4 @ 75'

Cover Depth 12"

Water Supply Source WELL

Distance to Water Source >100'

Excavation Inspected 6-15-00

Tank(s) Inspected 6-15-00

Wash Line Inspected —

High Water Alarm Inspected —

PLOT

Design 1500 ST 1200 SFT INNOVATIVE CTR# MAGGIE SHERRILL

The undersigned has inspected the Septic Tank System described above, and certifies it has been

☐ installed or constructed ☐ altered or repaired

☒ in accordance with the permit issued ☐ as detailed in the plot above

and meets the provisions of I5A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☒ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 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: TYPE II-G INNOVATIVE " " "FNFILTRATER"

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

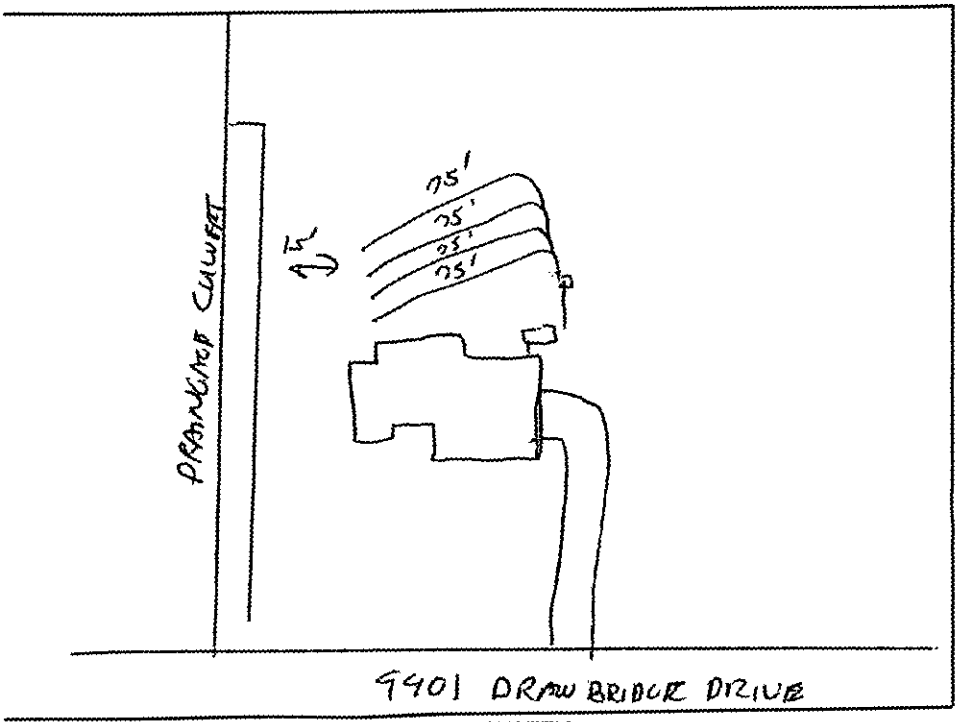
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1507 B DATE: 5-27-00

TC: 108-151-59 ☒ L

SERIAL Nº 18414

Permission is hereby given to _____ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 4-28-99. 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 I5A 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 PCC

Trench Depth 30"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous yes

Total Line Length 300 feet

Number of Lines 75'

Depth of Stone NA inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well >50 feet

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

NAME OF OWNER RAYMOND FOYSTER

LOCATION OF PROPERTY 9901 DRAWBRIDGE DRIVE

Comments: (1) TYPE III-G INNOVATIVE

Environmental Health Specialist

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

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

FEE: 100 DATE: 6-14-99 VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

DATE: 6-11-99

PERMIT NO: 1507B
PARCEL NO: 108-151-17

JOB LOCATION ADDRESS: 9901 DRAWBRIDGE DRIVE
PROPERTY OWNER: RAY FOYSTER
BUILDING CONTRACTOR:
SUBDIVISION NAME: CASTLE GARDENS, LOT #6
AUTHORIZATION ISSUED BY: [signature] DATE:
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 1507B, 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.

Raymond L Foyster — 6-14-99
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE — DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 1507B

Tax Number: 108-151-17

- 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.

KD

Basement: ___ Yes X No ___ Partial Basement

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

___ Conventional
___ Prefabricated, permeable block panel system
___ Shallow Placed Conventional
___ Low Pressure Pipe
___ Large Diameter Pipe
___ Fill
___ Other
X 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)
YES Serviced by private well	1500 Gallon septic tank	300 Total trench length (ft)	28" 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	NA Depth of stone	

Any surface waters present: Type: Minimum separation distance:

Site modifications required:

Additional Conditions: TYPE III & INNOVATIVE SYSTEM & REPAIR

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

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

1200 Absorption Area (Sq ft) 300 Total Trench Length (Ft)	~~28~~ Depth of Stone Trench NA	6' Trench spacing (min. on centers)	28" Maximum Trench Depth

For existing system, enter the year originally installed:

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

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

DEHNR Authorized Agent — Date 6/11/99

Raymond L Fowler — Owner/Agent Signature — Date 6-14-99

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

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: 15078

TC: 108-151-17

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" = 50'

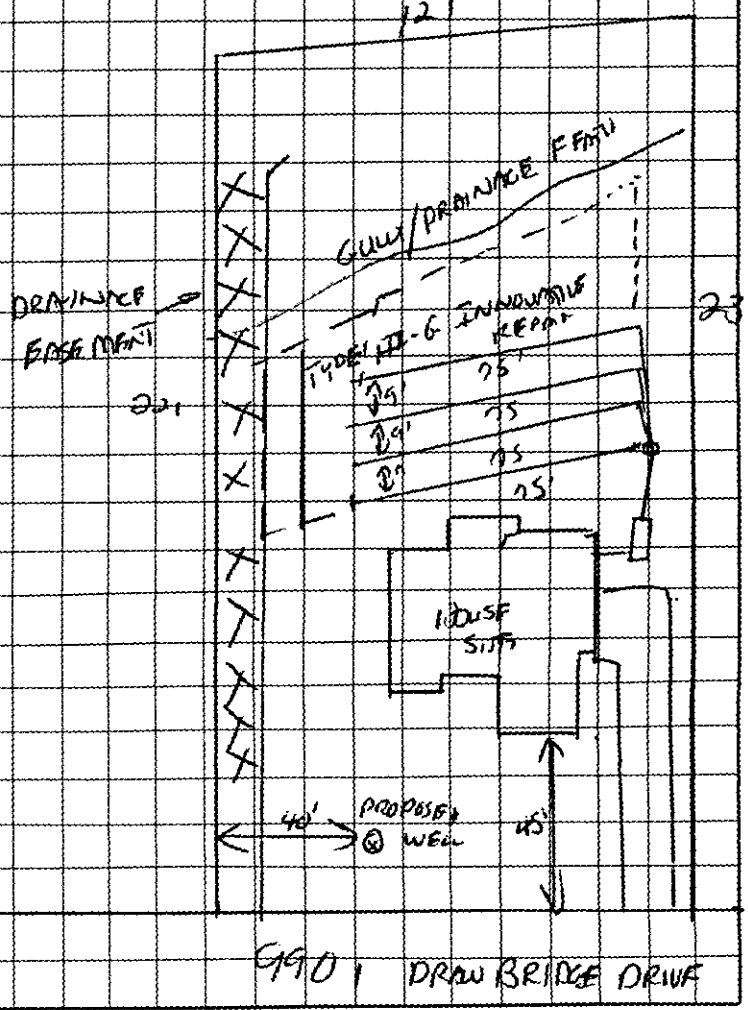
CASTLE GARDENS
LOT #6

(1) DESIGN IS FOR A 3 BEDROOM HOUSE WITH TYPE III-G INNOVATIVE DRAINFIELD AND REPAIR

(2) AGREEMENTS FORMS TO BE RECORDED WITH THE REGISTER-OF-DEEDS OFFICE PRIOR TO ISSUING OPERATION PERMIT

(3) INSTALL DRAINLINES SHALLOW (24") AND ON CONTOUR.

(4) LOCATE SEPTIC TANK SYSTEM @ LEAST 50' FROM ALL WELLS/ OR MAXIMUM FEASIBLE DISTANCE.



Raymond L Fowler
OWNER/AGENT SIGNATURE

DATE 6-14-99

APPROVAL DATE 6/11/99

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: 1507B

TC: 108-151-17

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" = 50'

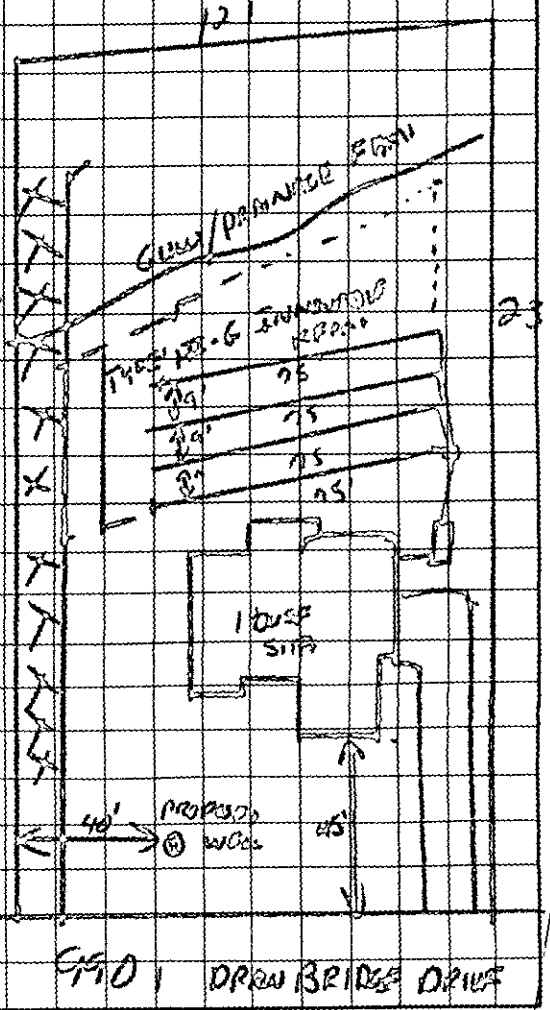
1. DESIGN IS FOR A 3 BEDROOM HOUSE WITH TYPE IV-A INNOVATIVE DRAINFIELD AND REPAIR

2. AGREEMENTS FORMS TO BE RECORDED WITH THE REGISTER OF DEEDS OFFICE PRIOR TO ISSUING OPERATION PERMIT

3. INSTALL ORANGE FLAGS SHALLOW (24") AND ON CONTOUR.

4. LOCATE SEPTIC TANK SYSTEM @ LEAST 50' FROM ALL WELLS/ OR MAXIMUM POSSIBLE DISTANCE.

CASTLE GARDENS
LOT #6


12'
GUTTER/DRAINAGE EASEMENT
231
PROPOSED DRAINFIELD
TYPE IV-A INNOVATIVE REPAIR
24'
24'
24'
24'
HOUSE SITE
40'
PROPOSED WELL
45'
45'
45'

FEE: 100.00 CK# 3818

DATE: 4/23/99 SC

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 #: 15078

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 108-151-17

STREET ADDRESS: 9901 DRAWBRIDGE DR.

SUBDIVISION OR MOBILE HOME PARK NAME: CASTLE GARDENS

LOT NUMBER: LOT 6

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2,050

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

CLOSING DATE: _____

FOUNDATION FOR RESIDENCE:

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

Lot Checked 5-20-99 Will certified report Expect Change to US #2. WBM. 5-21-99

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

N/A

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

WATER SUPPLY (CHECK ONE): __ COMMUNITY (C) __ MUNICIPAL (M) ✓ PRIVATE WELL (P)
__ SHARED WELL (S) __ OTHER 'SPRINGS' (O)

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

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

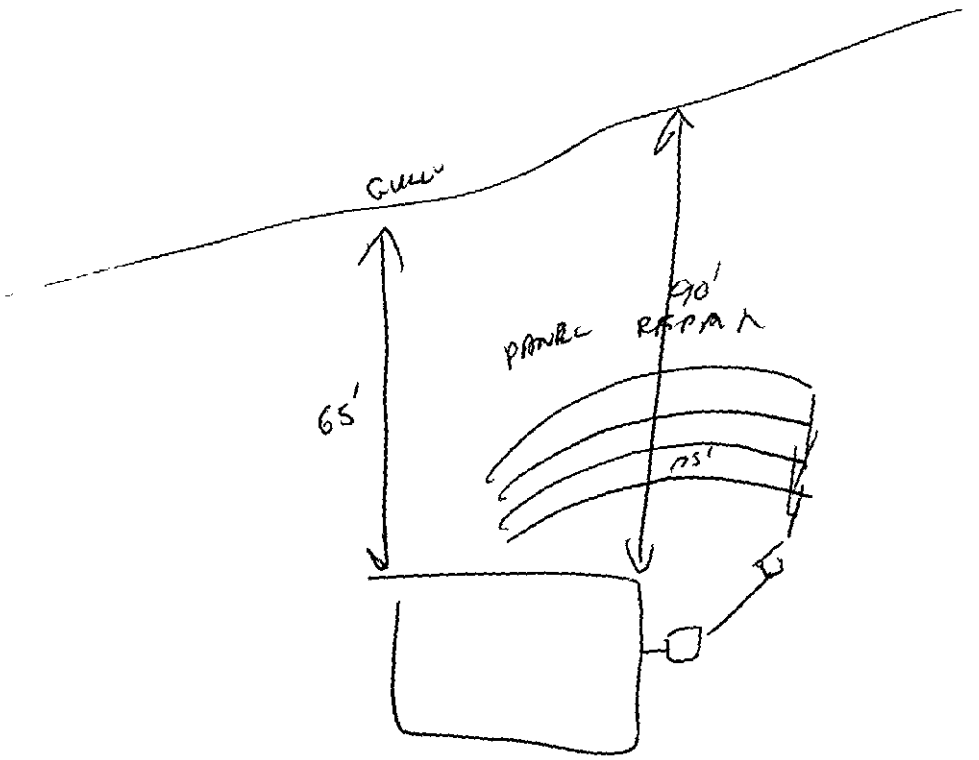
PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: (LAST) FOYSTER (FIRST) RAYMOND (MI) L.	NAME: (LAST) N/A. (FIRST) (MI)
ADDRESS: 625 TRAILING ROCK DR.	DAYTIME PHONE: ( ) -
CITY: CHARLOTTE STATE: N.C. ZIP: 28214	
DAYTIME PHONE: 704 - 393 - 5515	309 - 2082

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? OCT 3, 1992

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: Raymond L Foyster DATE: 4-29-99

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


65'
90'
25'

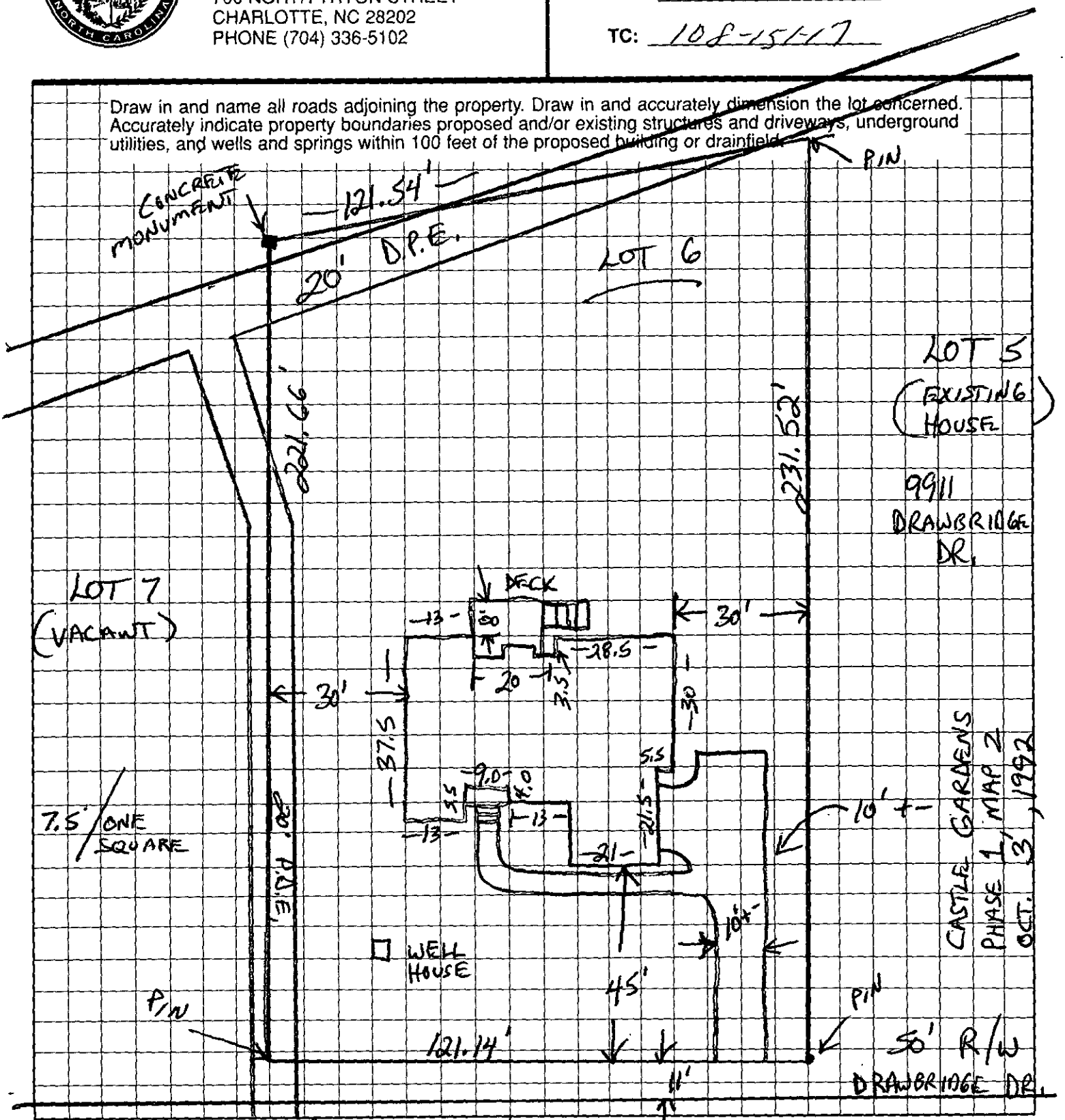
PROPOSED PLOT PLAN

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

FILE: 1507B

TC: 10&-15417

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.



Raymond L Foynter
OWNER/AGENT SIGNATURE

DATE 4-28-99

APPROVAL DATE _____

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

1507B

OFFER TO PURCHASE AND CONTRACT

RAYMOND L. FOYSTER AND WIFE MARGARET E FOYSTER, as Buyer,

hereby offers to purchase and EDNA B. HELMS, as Seller,

upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of N/A, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Zip 28215

Street Address 9901 DRAINBRIDGE DR. TAX # 108-131-17

Legal Description: _____ County.)

☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____.

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

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

NONE

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: NONE

4. **PURCHASE PRICE:** The purchase price is $ 33,000 27,000 EBH/RF and shall be paid as follows:

(a) $ 500, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____, as to be deposited and held in escrow by HORIZON REALTY, escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

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

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

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

(e) $ 26,500 EBH/RF, BALANCE of the purchase price in cash at closing.

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

(a) The Buyer must be able to obtain a loan commitment on or before JUNE 30, 1997, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☒ Other CONSTRUCTION TO PERMANENT loan at a ☐ Fixed Rate ☒ Adjustable Rate ☐ Other: _____ in the principal amount of $ 197,000 for a term of 10 year(s), at an interest rate not to exceed 6.75 % per annum, with mortgage loan discount points not to exceed 1.5 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: NONE

In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for SINGLE FAMILY RESIDENTIAL purposes.

(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 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.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no 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

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

8. **CLOSING EXPENSES:** 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. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

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

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, 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.

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

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) **Property Disclosure:**

☐ Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

☐ Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

☒ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) RAW LAND

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) **Property Inspection:** Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before JULY 30 1999. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

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

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

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

13. **REASONABLE ACCESS:** Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

14. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before JULY 30 1999, at a place designated by Buyer. The deed is to be made to AS DIRECTED.

15. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at closing. In the event possession is NOT to be delivered at closing: ☐ a buyer possession before closing agreement is attached. OR, ☐ a seller possession after closing agreement is attached.

16. **OTHER PROVISIONS AND CONDITIONS:** (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)

SEE TWO PAGE ADDENDA

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

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

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

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

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

22. **EXECUTION:** This offer shall become a binding contract when signed by both Buyer and Seller. 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.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

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

Buyer Raymond L Fowler (SEAL) — Seller Edna B. Holmes (SEAL)
SS/Tax ID# 003-32-6178 — SS/Tax ID# 245-38-2892

Buyer Margaret E. Fowler (SEAL) — Seller _____ (SEAL)
SS/Tax ID# 020-36-3095 — SS/Tax ID# _____
Date: 4/10/99 — Date: 4/21/99

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date 4/10/99 Firm: HORIZON REALTY
By: Dale A. Parker

Selling Agent/Firm/Phone DALE A. PARKER/HORIZON REALTY/537-2752 Acting as ☐ Buyer's Agent ☐ Seller's (sub)agent ☒ Dual Agent

Listing Agent/Firm/Phone // // // Acting as ☐ Dual Agent

ADDITIONAL PROVISIONS ADDENDUM

NOTE: Only the provisions marked below are a part of the Offer to Purchase and Contract:

1. ✓ **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to N/A, on or before 6:00 ☐ AM ☒ PM, on APRIL 16 1999, or until withdrawn by the Buyer, whichever occurs first.

2. _____ **INTEREST BEARING TRUST ACCOUNT: Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the escrow agent named in the Offer to Purchase and Contract. Any interest earned thereon shall belong to the escrow agent in consideration of the expenses incurred by maintaining such account and records associated therewith.**

3. ✓ **SEPTIC TESTS:** This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department that the Property is "SUITABLE" for a ~~conventional ground absorption sewage system~~ for a 3 bedroom home, or 2050 SQUARE FEET. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of JUNE 20, 1999.

INVENTIONAL GRAVITY FLOW SYSTEM OR F mcf

4. _____ **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for _____. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of _____.

5. _____ **FLOOD HAZARD ZONE:** Buyer has been advised that the property is located in an area which the Secretary of HUD has found to have special flood hazards and that it will be necessary to purchase flood insurance in order to obtain any loan secured by the property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government.

6. _____ **APPRAISAL:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. In the event this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed no later than midnight of _____. In any event, the cost of the appraisal shall be borne by the Buyer.

7. _____ **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This contract is contingent upon closing of an existing contract on the Buyer's real property located at _____ on or before _____. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. If this contingency is not removed on or before midnight of _____, Seller may terminate this contract and all earnest monies shall be returned to Buyer.

8. _____ **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before _____, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This contract is contingent upon Buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to the Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this contract shall be terminated and all earnest monies shall be returned to Buyer.

9. _____ **COST OF REPAIR CONTINGENCY:** If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12 (b) and the wood destroying insect report as described in Paragraph 12(c) of the Offer to Purchase and Contract equals or exceeds $_____, Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

IN THE EVENT OF A CONFLICT BETWEEN THE ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

Buyer: Raymond L Fowler (SEAL) Date 4-10-99

Buyer: Margaret G. Fowler (SEAL) Date 4/10/99

Seller: Edna B. Helms (SEAL) Date 4/21/99

Seller: _____ (SEAL) Date _____

VICINITY MAP

N.C.N.B. TRUSTIES
DEED 3697–442

RICHARD HOUSTON
DEED 4200–464

MECKLENBURG COUNTY, N. C. DEEDS

JOHN L. BLACK
DEED 4731–322

CONCRETE MONUMENT

N 88°20'44" E 653.68'

130.43' 120.40' 120.50' 121.54' 160.82'

N 03°00'00" E 191.53'

LOT 9
0.59 Ac.
#9825
$29,000

S 03°00'00" W 202.11'

LOT 8
0.57 Ac.
#9835
$29,000

N 03°00'00" E 211.88'

LOT 7
0.60 Ac.
#9843
$29,000

20' P.D.E.

S 03°00'00" W 221.66'

LOT 6
0.63 Ac.
#9901
$29,000

N 03°00'00" E 231.52'

LOT 5
0.78 Ac.
#9911

S 11°05'20" W 251.30'

LOT 4

BLOCK A

CASTLE GARDENS
PHASE 1
M.B. 21–886

45' MINIMUM BUILDING SETBACK LINE

130.00' 120.00' 120.10' 121.14' 65.13' C-1

N 02°39'08" E 50.00'

S 87°00'00" E 556.36'

50' PUBLIC R/W

N 87°00'00" W 556.06'

S 55°34'15" W 75.30'

DRAWBRIDGE DRIVE

116.06' 110.00' 110.00' 110.00' 110.00' 110.00'

45' MINIMUM BUILDING SETBACK LINE

SOLD 2/19/98

SOLD 7/1/98

N 03°00'00" E 235.00'

LOT 17
0.63 Ac.
#9824
$29,000

N 03°00'00" E 235.00'

LOT 16
0.59 Ac.
#9832
$29,000

S 03°00'00" W 235.00'

LOT 15
0.59 Ac.
#9840
$29,000

N 03°00'00" E 235.00'

LOT 14
0.59 Ac.
#9850
$29,000

110.00' (TOTAL) 56.40' 53.60'

S 03°00'00" W 235.00'

LOT 13
0.59 Ac.
#9902

110.00' (TOTAL) 40.70' 69.30'

S 03°00'00" W 235.00'

LOT 12
227.64'

93.73'

LOT 11

BLOCK B

85.0'

S 87°00'00" E 25.00' .473 Ac.

210.44'

$29,500
LOT 10
CASTLE GARDENS
PHASE 1
M.B. 21–886
.519 Ac.

$29,000

S 75°26'16" E 276.19' 165.0'

20' PUBLIC DRAINAGE EASEMENT

N 87°00'00" W 392.46'

94.30' S87°00'00"E

94.30' S87°00'00"E

ECM

$27,500

S 42°02'31" E 306.68'

8/29/98

N 11°18'12" W 290.86'

S 06°07'09" E 295.71'

N 01°05'10" W 301.29'

LOT 6
0.73 Ac.
#9117

LOT 7
0.71 Ac.
#9125

LOT 8
0.56 Ac.
#9205
$29,000

LOT 9
0.56 Ac.
#9219

S 16°15'00" W 98.72'

S 03°13'09" E 141.73'

CASTLE GARDEN LANE

EDNA B. HELMS
DEED 5140–769

45' MINIMUM BUILDING SETBACK LINE

CONCRETE MONUMENT

120.00' 81.54' C-5 C-4 C-3 C-2 C-1 C-12

S 88°54'50" W 150' PUBLIC R/W N 88°54'50" E

127.00' 75.56' C-6 C-7 C-8 C-9 C-10

C-11

45' MINIMUM BUILDING SETBACK LINE

LOT 12

LOT 11
0.86 Ac.

N 42°22'17" 361.41'

LOT 9

LOT 8

BLOCK C

CASTLE GARDENS
PHASE 1
M.B. 21–886

LOT 7

LOT 10
1.27 Ac.
#9218

S 63°13'08" E 398.16'

96°46'10"

E.I.P.

LOT–BLK	CURVE
10–C	C–9
10–C	C–10
11–C	C–8
12–C	C–7
12–C	C–11
13–C	C–6
9–B	C–12
8–B	C–2
8–B	C–3
8–B	C–4
7–B	C–5
5–A	C–1

FROM E.I.P.
N 545899.5419
E 1499927.9864
N 30°03'33" E (GRID)
822.46' (GRID)
TO NCGS MON.
"MO 48 AZ MK"
N 546611.3871
E 1500339.9521
COMBINE FACTOR
0.9998413

100 0
(IN FEET)

OF THE
REGULATE AT ALL PROPERTY CORNERS.
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AND.

File 4
1507B

RECOR

CASTLE
PHASE

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

Sheet
PROPERTY ID #:
COUNTY:

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

#1 1507B
108-151-17

OWNER: Edna Helms
ADDRESS: Charlotte, N.C.
PROPOSED FACILITY: residence
LOCATION OF SITE: 9901 Drawbridge Dr.
APPLICANT:
APPLICATION DATE:
PROPOSED DESIGN FLOW (.1949): 600gpd
DATE EVALUATED:
PROPERTY SIZE: .63
PROPERTY RECORDED:
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LAND-SCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFIL CLASS & LTAR
1	20% FS	0-3"	gr/cl	Fr/SEXP/SS/SP	>40" To Chroma 2 colors	40"	~~None~~ N/A	None	PS .39/Fr IV
		3-40"	sBK/C	Fr-Fi/SEXP/SP					
2	LS 12%	0-4"	gr/cl	Fr/SEXP/SS/SP	>48" To Chroma 2 colors	48"	N/A	None	PS .39/Fr IV
		4-48"	sBK/C	Fr-Fi/SEXP/SP					
3	8% LS	0-3"	gr/cl	Fr/SEXP/SS/SP	>48" To Chroma 2 colors	48"	N/A	None	PS .39/Fr IV
		3-48"	sBK/C	Fr-Fi/SEXP/SP					
4	4%	0-4"	gr/cl	Fr/SEXP/SS/SP	>46" To Chroma 2 colors	46"	N/A	None	PS .39/Fr IV
		4-30"	sBK/C	Fr-Fi/SEXP/SP					
		30-48"	sBK/sCl	Fr/SEXP/SS/SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	Limited PS
System Type(s)		

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: William A. Meeks 8-6-96
OTHER(S) PRESENT:

OMMENTS: 100% Repair

LEGEND

use the following standard abbreviations

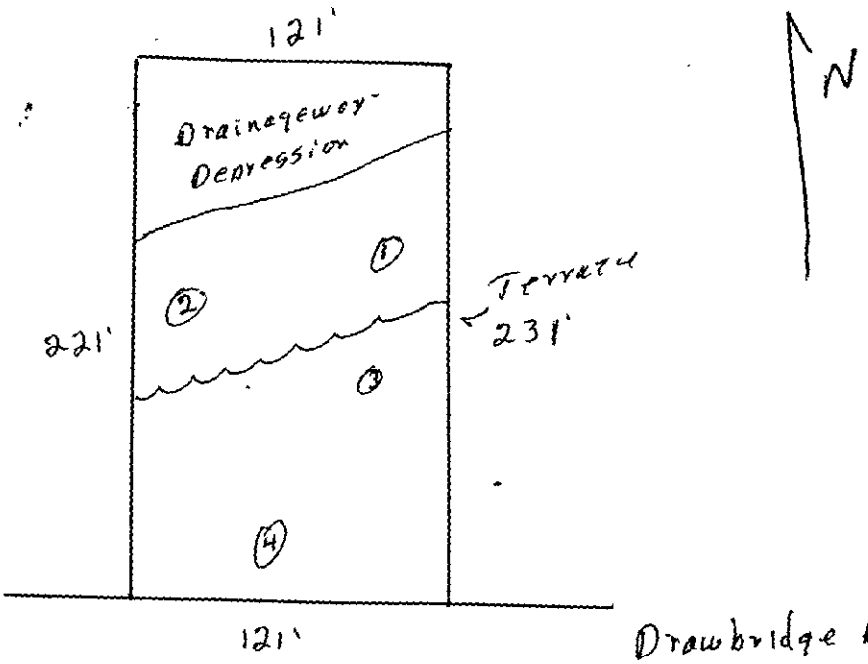
ANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL .1955 LTAR	LPP .1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope)	I	S (Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive)	G (Single Grain)
V (Convex Slope)		LS (Loamy Sand)			SEXP (Slightly Expansive)	M (Massive)
(Drainage Way)					EXP (Expansive)	CR (Crumb)
S (Debris Slump)	II	SL (Sandy Loam)	0.8 - 0.6	0.4 - 0.3		GR (Granular)
P (Flood Plain)		L (Loam)				SBK (Subangular Blocky)
S (Foot Slope)						ABK (Angular Blocky)
(Head Slope)	III	SI (Silt)	0.6 - 0.3	0.3 - 0.15		PL (Platy)
(Linear Slope)		SICL (Silty Clay Loam)				PR (Prismatic)
(Nose Slope)		CL (Clay Loam)				
(Ridge)		SCL (Sandy Clay Loam)			MOIST	WET
(Shoulder Slope)		SLC (Silt Loam Clay)				
(Terrace)					VFR (Very Friable)	NS (Non-sticky)
	IV	SC (Sandy Clay)	0.4 - 0.1	0.2 - 0.05	FR (Friable)	SS (Slightly Sticky)
		SIC (Silty Clay)			FI (Firm)	S (Sticky)
					VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
		O (Organic)	None		EFI (Extremely Firm)	NP (Non-plastic)
						SP (Slightly Plastic)
						P (Plastic)
						VP (Very Plastic)

OTES	
ORIZON DEPTH	In inches below natural soil surface
PTH OF FILL	In inches from land surface
ESTRICTIVE HORIZON	Thickness and depth from land surface
APROLITE	S(suitable) or U(unsuitable)
OIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
LASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

valuation of saprolite shall be by pits.
ong-term Acceptance Rate (LTAR): gal/day/ft²

Show profile locations and other site features (dimensions, reference or benchmark, and North).

15078



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

Sheet
PROPERTY ID #:
COUNTY:

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

~~#1~~ 15078
#2 108-151-17
Nmm 5-7-99

OWNER: Edna Helms
ADDRESS: Marshall, N.C.
APPLICANT:
APPLICATION DATE:
DATE EVALUATED:
PROPOSED FACILITY: residence
PROPOSED DESIGN FLOW (.1949): 600gpd
PROPERTY SIZE: ~.63
LOCATION OF SITE: 9901 Drawbridge Dr.
PROPERTY RECORDED:
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFIL CLAS & LTA
1	20% FS	0-3"	gr/cl	Fr/SEXP/SS/SP	>40" To Chroma 2 colors	40"	~~None~~ N/A	None	PS .39/F IV
		3-40"	SBK/C	Fr-Fi/SEXP/SP					
2	LS 12%	0-4"	gr/cl	Fr/SEXP/SS/SP	>48" To Chroma 2 colors	48"	N/A	None	PS .39/F IV
		4-48"	SBK/C	Fr-Fi/SEXP/SP					
3	8% LS	0-3"	gr/cl	Fr/SEXP/SS/SP	>48" To Chroma 2 colors	48"	N/A	None	PS .39/F IV
		3-48"	SBK/C	Fr-Fi/SEXP/SP					
4	4%	0-4"	gr/cl	Fr/SEXP/SS/SP	>46" To Chroma 2 colors	46"	N/A	None	PS .39/F IV
		4-30"	SBK/C	Fr-Fi/SEXP/SP					
		30-48"	SBK/SCL	Fr/SEXP/SS/SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	Limited ~~PP~~ LPS Nmm-5-7-99
System Type(s)		

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: William A. Merlin 5-6-99

OMMENTS: 1000 Gallons

LEGEND

use the following standard abbreviations

LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL 1955 LTAR	LPP 1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope) V (Convex Slope) (Drainage Way) S (Debris Slump) P (Flood Plain) S (Foot Slope) (Head Slope) (Linear Slope) (Nose Slope) (Ridge) (Shoulder Slope) (Terrace)	I	S (Sand) LS (Loamy Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive) SEXP (Slightly Expansive) EXP (Expansive)	G (Single Grain) M (Massive) CR (Crumb) GR (Granular) SBK (Subangular Blocky) ABK (Angular Blocky) PL (Platy) PR (Prismatic)
	II	SL (Sandy Loam) L (Loam)	0.8 - 0.6	0.4 - 0.3		
	III	SI (Silt) SICL (Silty Clay Loam) CL (Clay Loam) SCL (Sandy Clay Loam) SLC (Silt Loam Clay)	0.6 - 0.3	0.3 - 0.15		
					MOIST	WET
	IV	SC (Sandy Clay) SIC (Silty Clay)	0.4 - 0.1	0.2 - 0.05	VFR (Very Friable) FR (Friable) FI (Firm) VFI (Very Firm v. Very Sticky) EFI (Extremely Firm)	NS (Non-sticky) SS (Slightly Sticky) S (Sticky) VS (Very Sticky) NP (Non-plastic) SP (Slightly Plastic) P (Plastic) VP (Very Plastic)
		O (Organic)	None			

OTES

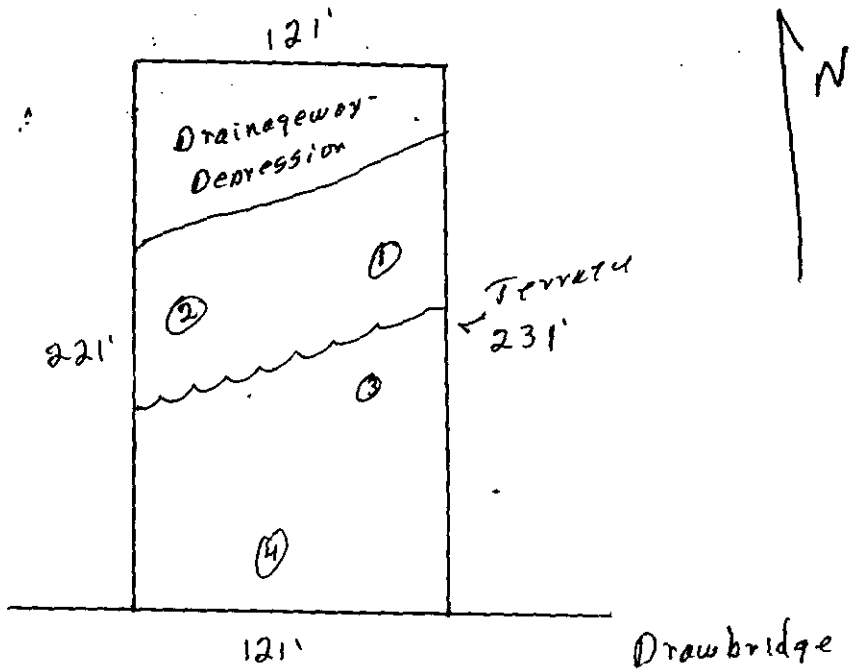
ORIZON DEPTH	In inches below natural soil surface
EPTH OF FILL	In inches from land surface
ESTRICTIVE HORIZON	Thickness and depth from land surface
APROLITE	S(suitable) or U(unsuitable)
IGH WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
LASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

valuation of saprolite shall be by pits.

ong-term Acceptance Rate (LTAR): gal/day/ft²

Show profile locations and other site features (dimensions, reference or benchmark, and North).

1507B



FEE: 100.00 CK# 3918
DATE: 4/29/99 JC

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

(400)

( ) 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 #: 15075

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 108-151-17

STREET ADDRESS: 9901 DRAWBRIDGE DR.

SUBDIVISION OR MOBILE HOME PARK NAME: CASTLE GARDENS

LOT NUMBER: LOT 6

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2,050

NUMBER OF BEDROOMS: 3 | NUMBER OF OCCUPANTS: 2

CLOSING DATE _____

FOUNDATION FOR RESIDENCE:

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

Lot Checked 5-20-99 but entire report appears Changes to US #2. WRM. 5-21-99

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

N/A

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

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: (LAST) FOYSTER (FIRST) RAYMOND (MI) L.	NAME: (LAST) (FIRST) (MI) N/A.
ADDRESS: 625 TRAILING ROCK DR.	DAYTIME PHONE: ( ) —
CITY: CHARLOTTE STATE: N.C. ZIP: 28214	
DAYTIME PHONE: 704 - 393 - 5515	

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? OCT 3, 1992

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: Raymond L Foyster DATE: 4-28-99

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

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

Mecklenburg County
Health Department

August 15, 1996

Edna Helms
9320 Castle Garden Lane
Charlotte, NC 28215

Re: 9901 Drawbridge
File: 1507B
Parcel: 108-151-17

Dear Ms. Helms:

Receipt of the plans and specifications for a 5 bedroom conventional system of sewage disposal for the above property is hereby acknowledged. Upon receipt of the information, a review was made of the material on file and a site evaluation was conducted. The plan was then reviewed in conjunction with provisions of 15 NCAC 18A, .2900, "Laws and Rules for Sanitary Sewage Collection, Treatment and Disposal". Our comments are listed below:

.1945 AVAILABLE SPACE
(a) Sites shall have sufficient available space to permit the installation and proper functioning of ground absorption sewage treatment and disposal systems, based upon the square footage of nitrification field required for the application rate determined in accordance with these Rules.
(b) Sites shall have sufficient available space for a repair area equal to the area determined in Rule .1945 (a) of this Section.

For these reasons, the plans as submitted are disapproved: However, state regulations provide that sites originally classified unsuitable may be utilized for the installation of alternate or modified sewage disposal systems provided the requirements of 15 NCAC 18A .1948 (c) are met.

Should you desire to file for permission to install an alternate or modified sewage treatment system on the property, please submit an Application For An Improvement Permit with an ACCURATELY dimensioned plot plan detailing the location of current and/or proposed buildings, wells and sewage disposal systems to this office. They will be reviewed, and if it is determined that the proposed system may reasonably be expected to function satisfactorily, an Improvement Permit will be issued by the Department upon completion by you, of a formal request for lot reclassification.

Environmental Health Division
700 North Tryon Street • Suite 211 • Charlotte, North Carolina 28202-2236

If I may be of any assistance, please feel free to contact me at 336-5570.

Sincerely,

Philo S. Walker R.S.

Philo S. Walker, R.S.
Individual Water and Wastewater Systems

PW:gc

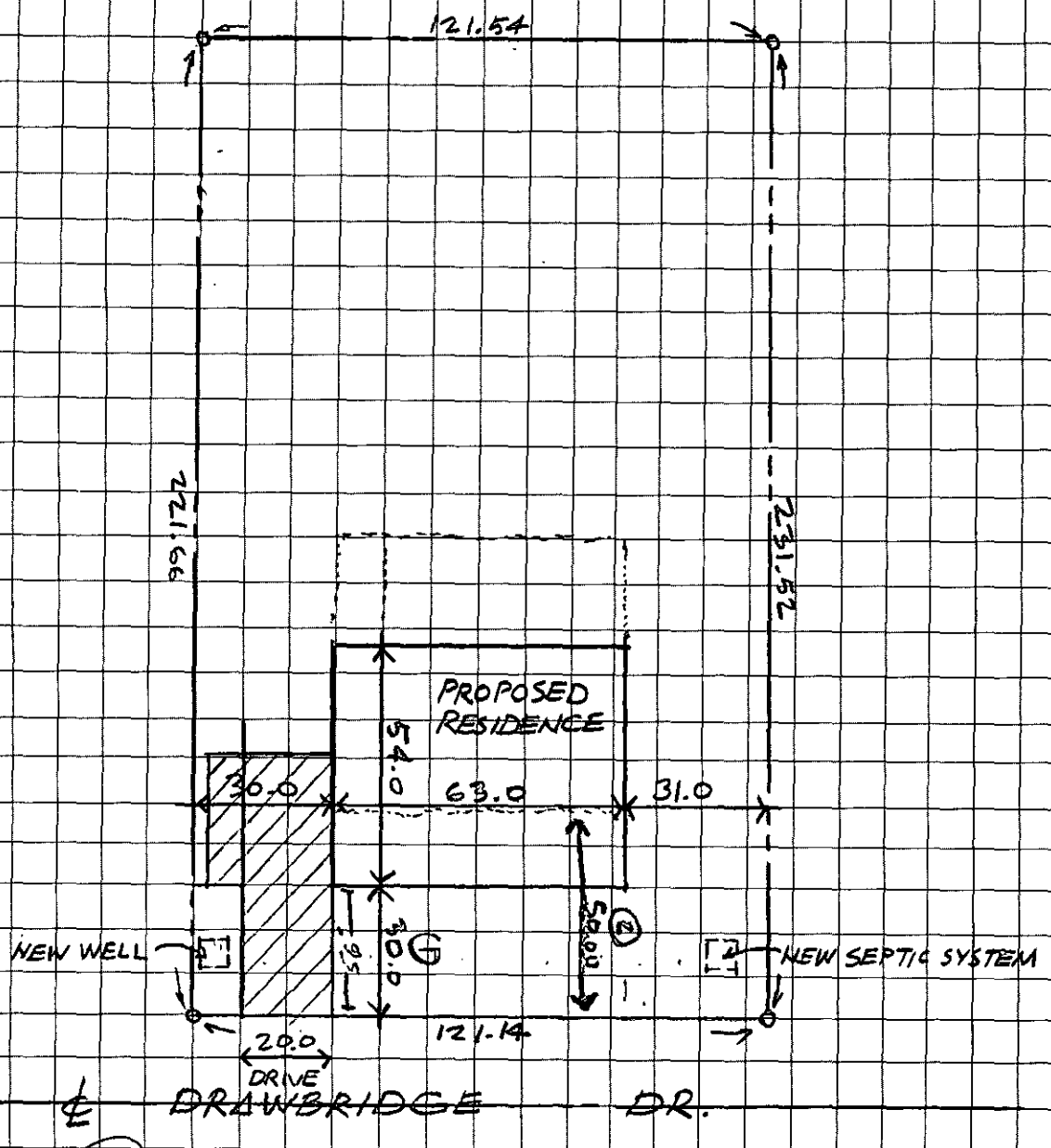
PROPOSED PLOT PLAN

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

FILE: 15 of B

TC: 108-151-17

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 7/23/96

APPROVAL DATE _____

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

FEE: 100.00 CK# DATE: 7-23-96 1108

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 #: 1507B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 10815117

STREET ADDRESS: 9901 Drawbridge

SUBDIVISION OR MOBILE HOME PARK NAME: Castle Gardens

LOT NUMBER: 6

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 3569

NUMBER OF BEDROOMS: 5 NUMBER OF OCCUPANTS: 5

CLOSING DATE August 12, 1996

FOUNDATION FOR RESIDENCE:

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

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

NONE

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

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: (LAST) Helms (FIRST) Edna (MI)	NAME: (LAST) Roberts (FIRST) David (MI) E
ADDRESS:	DAYTIME PHONE: (704 563 - 7119
CITY: Charlotte STATE: NC ZIP:	
DAYTIME PHONE: (704 847 - 6400	

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: David Roberts DATE: 7-23-96

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

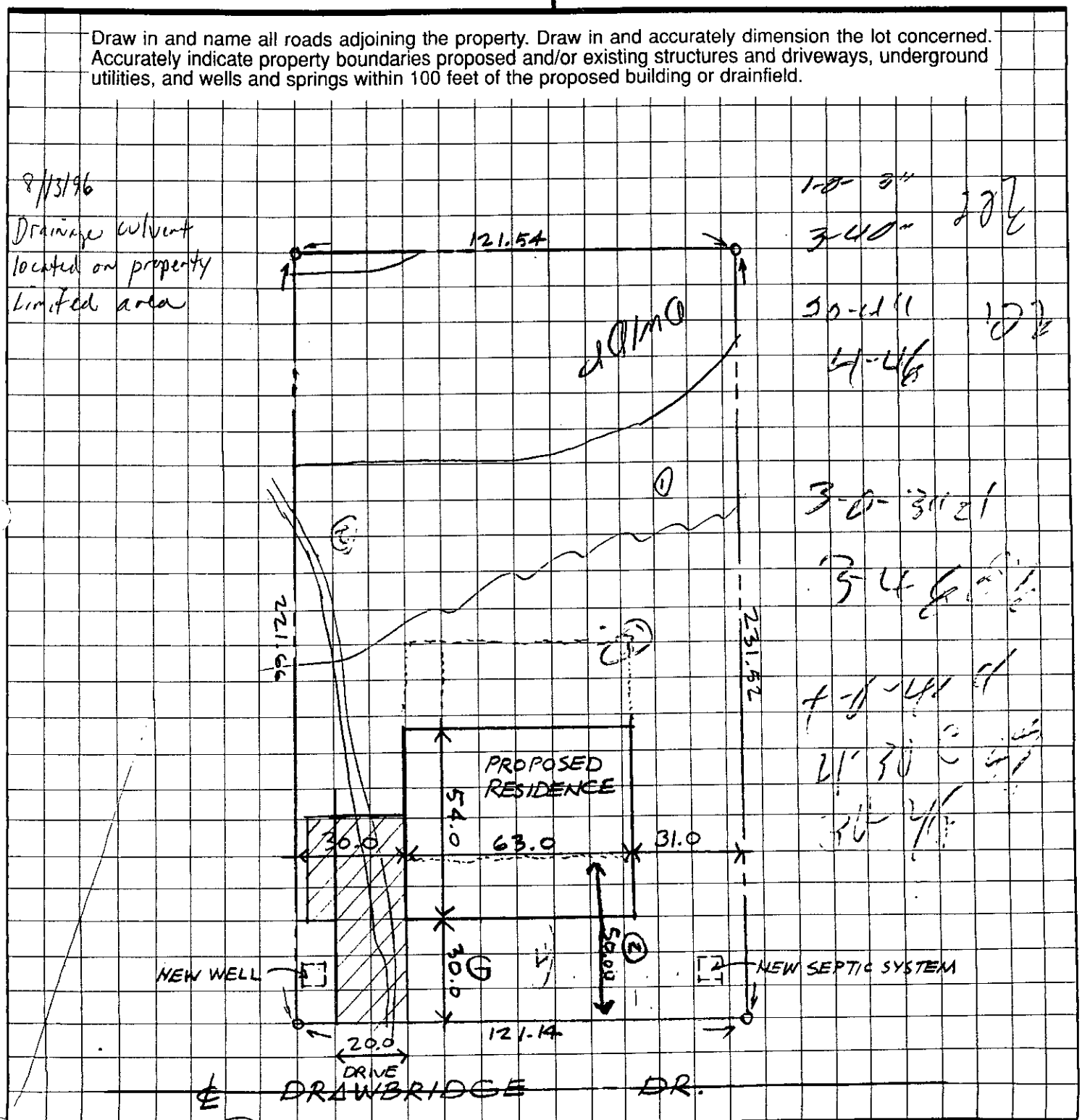
PROPOSED PLOT PLAN

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

FILE: 150NB

TC: 108-151-17

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

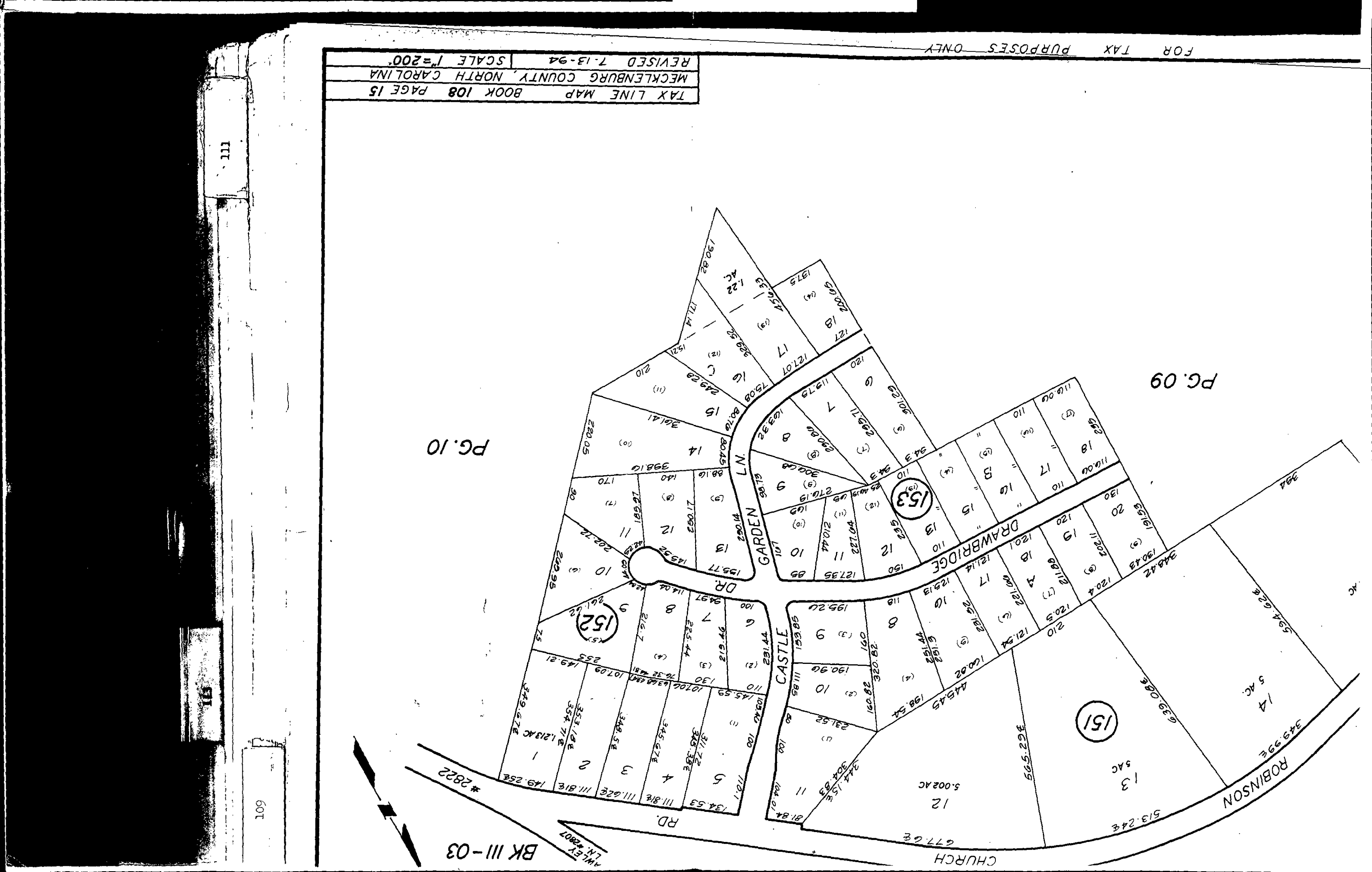
DATE 7/23/96

APPROVAL DATE _____

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

FOR TAX PURPOSES ONLY

TAX LINE MAP	BOOK 108 PAGE 15
MECKLENBURG COUNTY, NORTH CAROLINA	
REVISED 7-13-94	SCALE 1"=200'



OFFER TO PURCHASE AND CONTRACT

1509B

David Roberts as Buyer,
hereby offers to purchase and Edna Helms as Seller,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such personal property as is listed below (the real and personal property are collectively referred to as "the Property"), in accordance with the Standard Provisions on the REVERSE SIDE HEREOF and 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 9901 Drawbridge Zip 28215
Legal Description LG BA M25 445 # 10815117

2. **PERSONAL PROPERTY:** NA

3. **PURCHASE PRICE:** The purchase price is $ 28,000.00 and shall be paid as follows: 7/25/96

(a) $ 1,000.00, in earnest money paid by Personal Check (cash; bank, certified or personal check) with the delivery of this contract, to be held in escrow by ~~First Realty Group, Inc.~~ AK as agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated and it is disbursed in accordance with the Standard Provisions on the REVERSE SIDE HEREOF;

(b) $ NA, by assumption of the unpaid principal balance and all obligations of Seller on the existing loan secured by a deed of trust on the Property;

(c) $ NA, by a promissory note secured by a purchase money deed of trust on the Property with interest prior to default at the rate of _____% per annum payable as follows: _____

Prepayment restrictions and/or penalties, if any, shall be: _____

Assumption or transfer rights, if any, shall be: _____

(d) $ 27,000.00, the balance of the purchase price in cash at closing.

4. **CONDITIONS:** (State N/A in each blank of paragraph 4(a) and 4(b) that is not a condition to this contract.)

(a) The Buyer must be able to obtain a firm commitment on or before NA, effective through the date of closing, for a NA loan in the principal amount of $ NA for a term of NA year(s), at an interest rate not to exceed NA % per annum, with mortgage loan discount points not to exceed NA % of the loan amount. Buyer agrees to use his best efforts to secure such commitment and to advise Seller immediately upon receipt of the lender's decision. If Seller is to pay any loan closing costs, those costs are as follows: NONE

(b) The Buyer must be able to assume the unpaid principal balance of the existing loan described in paragraph 3(b) above for the remainder of the loan term, at an interest rate not to exceed NA % per annum fixed (or describe type of loan) NA with mortgage loan assumption and/or discount points not to exceed NA % of the loan balance. (See Standard Provision No. 2) If such assumption requires the lender's approval, approval must be granted on or before NA. Buyer agrees to use his best efforts to secure such approval and to advise Seller immediately upon his receipt of the lender's decision. If Seller is to pay any loan assumption costs, those costs are as follows: NA

(c) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for Residential purposes.

5. **ASSESSMENTS:** Seller warrants that there are no special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property, except as follows: NONE
(Insert "None" or the identification of such assessments, if any. The agreement for payment or proration of any assessments indicated is to be set forth in paragraph 6 below.)

6. **OTHER PROVISIONS AND CONDITIONS:**

(a) All of the Standard Provisions on the REVERSE SIDE HEREOF are understood and shall apply to this instrument, except the following numbered Standard Provisions shall be deleted: (If none are to be deleted, state "None".) 2, 3, 8, 9, 11

5/96 AK - Buyer is a licensed Real Estate Broker
- Buyer to submit Architectual plans and exterior colors, Copy to be attached to contract. prior to closing - To be reviewed with Seller between August 1 & Aug 15
- Contract Contingent upon Satisfactory percolation + soil testing To be completed within 30 days of contract. (DR) 7/25/96 7/25/96

IF THERE ARE ANY ADDENDA TO THIS CONTRACT, INDICATE ABOVE AND ATTACH HERETO.

7. **CLOSING:** All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before August 16, 1996, at a place designated by Buyer
The deed is to be made to as directed

8. **POSSESSION:** Possession shall be delivered @ closing
In the event that Buyer has agreed that possession is not delivered at closing, then Seller agrees to pay to Buyer the sum of $ _____ per day from and including the date of closing to and including the date that possession is to be delivered as above set forth.

9. **COUNTERPARTS:** This offer shall become a binding contract when signed by both Buyer and Seller. It is to be signed in _____ counterparts with a signed counterpart being retained by each party hereto and the escrow agent, if any.

Date of Offer 7-2-96 Date of Acceptance: 7.5.96.

Buyer David Roberts (SEAL) SELLER Edna B. Helms (SEAL)

Buyer _____ (SEAL) SELLER _____ (SEAL)

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date 7-2-96 Firm First Realty Corp

By: David Roberts

REALTOR®

Selling Agent/Firm David Roberts First Realty Corp Acting as ☐ Buyer's Agent ☐ Seller's (sub)agent ☐ Dual Agent

Listing Agent/Firm Allan Tate Co. Janie Williams Acting as ☐ Seller's (sub)agent ☐ Dual Agent

Mecklenburg County
Health Department

APPLICATION FOR
INSPECTION OF PUBLIC RECORDS

NAME OF PERSON MAKING REQUEST: RAY FOYSTER

ADDRESS: 625 TRAILING ROCK DR CHARLOTTE 28214

DESCRIPTION OF PUBLIC RECORD REQUESTED:

STREET NAME (OR COUNTY ROAD: 9901 DRAWBRIDGE DR.

PARCEL NUMBER/FILE NUMBER: 15078 / LOT 75-17

OWNER'S NAME: HORIZON REALTY

REASON FOR REQUEST:

SIGNATURE OF PERSON MAKING REQUEST: Ray Foyster

SUPERVISORY PERSON: James Carlyon Craig

ENVIRONMENTAL HEALTH DIVISION

PEOPLE • PRIDE • PROGRESS

Environmental Health Division
700 North Tryon Street • Suite 211 • Charlotte, North Carolina 28202-2236