

4004 WILD NURSERY CT

10515343

1/3/2008

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: 3967B DATE: 4-27-06

TC: 105-153-43 ☒ L ☒ CRT

SERIAL Nº 17493

Name of Owner GARRY GALLAGHER Juris.:

Address of Property 4004 WILD NURSERY COURT

Inspection Data:

Tank Material PCC

Total Length of Drainfield 400

Number of Lines 4 @ 100

Cover Depth 12" - 18"

Water Supply Source MUNICIPAL

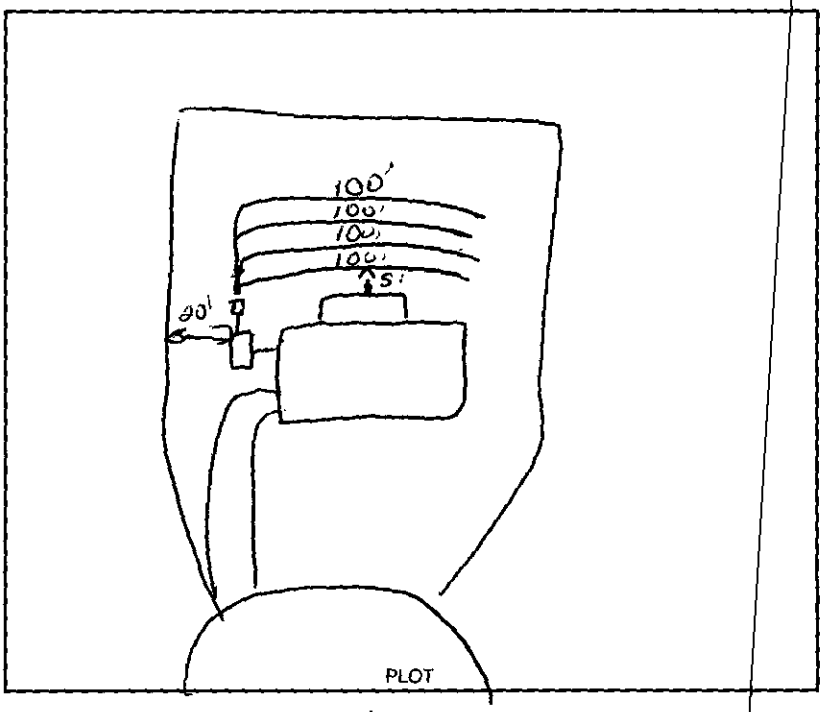
Distance to Water Source 210'

Excavation Inspected 4-27-06

Tank(s) Inspected 4-27-06

Wash Line Inspected

High Water Alarm Inspected



Design 1500 SF 1600 SFT INNOVATIVE INFILTRATION CTR# WILLIE CHRISTENBURY

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 15A 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 15A 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 III-C

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

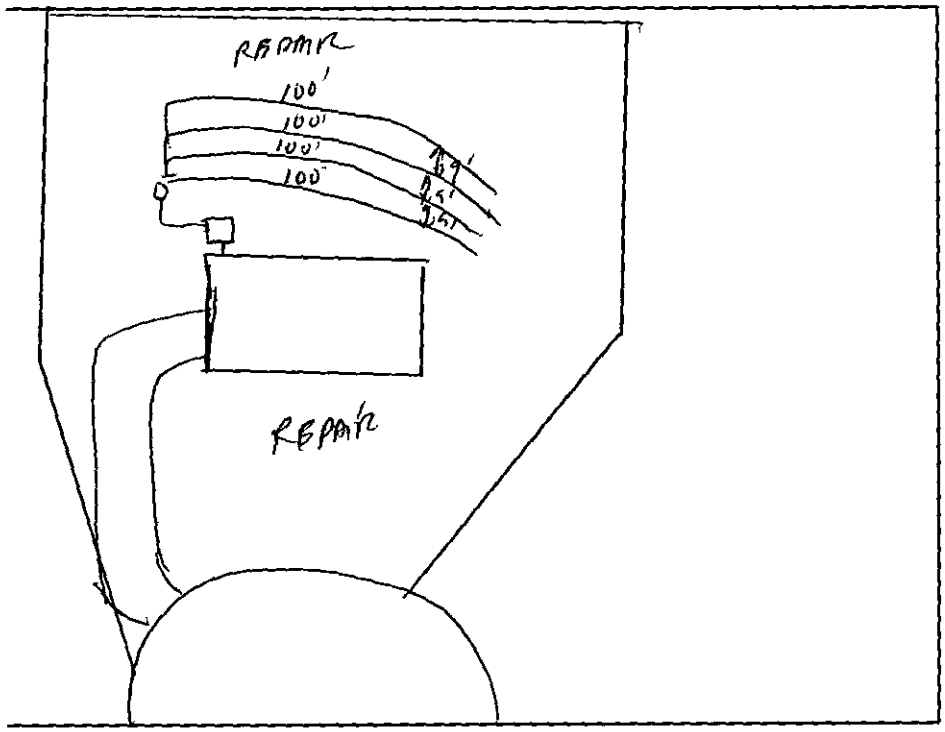
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 3967 B DATE: 4-25-00

TC: 105-153-43 XL

SERIAL Nº 18255

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 6-7-99. 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 PCC 1500

Trench Depth 36"

Absorption and/or Nitrification Lines:

Trench Width 36" feet

Trench Walls Scored and Porous _____

Total Line Length 400 feet

Number of Lines 4

Depth of Stone NA inches

Distance from House _____ feet

Distance from Property Line 10' feet

Distance from Well 100' feet

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

NAME OF OWNER GARY GALLAGHER

LOCATION OF PROPERTY 4004 WILD NURSERY COURT

Comments: TYPE III-G "RN FILTRATION"

4 BEDROOM HOUSE

Environmental Health Specialist

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

ACS-7

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

DATE: 6-30-99 PERMIT NO: 3967B
PARCEL NO: 105-153-43

JOB LOCATION ADDRESS: 4004 WILD NURSERY COURT
PROPERTY OWNER: DOUG STORMS
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: PRESTON FOREST LOT #7
AUTHORIZATION ISSUED BY: _____ DATE: 6-30-99
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 3967B, 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: * MUST SUBMIT COPIES OF AGREEMENT FORMS BEFORE ISSUING CONSTRUCTION AUTHORIZATION.

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.

_____ 6/30/99
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 3967B #7 Tax Number: 105-153-43

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	X No	___ Partial Basement
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	X Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1
3 Long-term acceptance rate	~~360~~ 480 Max gallons/day wastewater flow	1600 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
NA 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)
4 Bedrooms in residence	___ Gallon pump tank	NA Depth of stone	
Any surface waters present:	Type:	Minimum separation distance:	
Site modifications required:			
Additional Conditions: * PERMIT DESIGN IS FOR A 4 BRM ~~FOUND~~ RESIDENCE WITH AN INNOVATIVE TYPE III-G DESIGN.			
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
1600 Absorption Area (Sq ft) 400 Total Trench Length (Ft)	NA 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.

DEHNR Authorized Agent — Date: 6-30-99

Owner/Agent Signature — Date: 6/30/99

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

REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
1999 JUL 07 10:00 AM
BOOK:10598 PAGE:294-298 FEE:$14.00
INSTRUMENT # 1999119901

447

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

WASTEWATER TREATMENT AND DISPOSAL SYSTEM DESIGN AGREEMENT: 15A NCAC 18A .1948 AND ANY OF THE FOLLOWING RULES: .1956; .1957(a); .1957(b); or .1957(c); OR .1969

FILE # 39678
PARCEL # 105-153-43

The undersigned, William D Starnes, owner of property located at 4004 Wild Nassuny Ct, (the "site") and described in an instrument recorded in Book 9890 at Page 223, Mecklenburg Public Registry, hereby acknowledges that the undersigned applied to the Mecklenburg County Health Department (the "Department") for a permit to install a septic tank sewage disposal system on the site; that the Department evaluated the site for suitability for such a system in accordance with the regulations promulgated by the North Carolina Commission for Health Services as 15A NCAC 18A .1900 et seq.; that the Department originally classified the site as "unsuitable" pursuant to the standards set forth in the regulations; that the undersigned requested that the Department reclassify the site as "provisionally suitable" in light of the particular septic tank system proposed by the undersigned; that the Department considered various studies, data, and other information which indicate to the Department that the septic tank system proposed by the undersigned is allowed by the rules; and that the Department therefore reclassified the site as "provisionally suitable" and issued an appropriate permit for such proposed septic tank system.

The undersigned further acknowledges that the proper design, construction, operation and maintenance of such septic tank system is the responsibility of the designer, owner, developer, installer, or user of the system, as applicable, and that neither the Department nor its officials, employees, or agents warrant or guarantee that the said system installed pursuant to the permit issued by the Department will function in a satisfactory manner for any given period of time or that the Department, its officials, employees or agents assume any liability for any damages of any kind which are caused, or which may be caused, by a malfunction of such system.

The undersigned further acknowledges that the following conditions will apply to the site:

- Any changes on the property may make the Improvement Permit Null and void and may make the Improvement Permit subject to revocation.

This instrument was prepared by: Dan Starnes
Mail after recording to: 3925 Beddingham Dr
Charlotte N.C. 28215

- Do not grade, cut, fill, pave, construct a building or deck, dig a well, install a swimming pool or otherwise cover or disturb the soil (except for planting and maintaining grass or other ground covers) in a manner which will adversely affect the repair area or area where the septic tank system is located.

- When a private certified operator is required, no improvement permit for the designated repair shall be issued unless there is a private certified operator to carry out this management program in the service area where the proposed system is to be located. (Refer to Rule .1961, "Maintenance of Sewage Systems," for further information.)

- Additional fees will be required according to the Mecklenburg County user fee schedule applicable at the time for the issuance of a repair permit for any subsequent repairs to the sewage treatment and disposal system or for installation of a replacement system.

- At the time repairs to the sewage treatment and disposal system are to be made or a replacement system installed, the regulations in effect at that time will govern the repairs or installation of a replacement system.

The undersigned further agrees for himself, his heirs and assigns that he shall indemnify and hold harmless the Department, its employees, and officials, as well as Mecklenburg County and its employees and officials, for any damages or other claims of any person or persons whatsoever arising out of the installation, operation, or failure of said septic tank system.

Use of the singular masculine pronoun forms herein shall be deemed to also include the plural and feminine forms as the context may require.

This document shall be placed on the public records of the Register of Deeds of Mecklenburg County and indexed therein under the Grantor Index in the name or names of the undersigned, and the foregoing acknowledgements shall henceforth be binding on all persons claiming any right, title, or interest in the site.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 7 day of July, 1997.

W. H. Starnes & Sons
(Corporate Name)

By: Doug Starnes

President

ATTEST:

Donna C. Starnes

Secretary

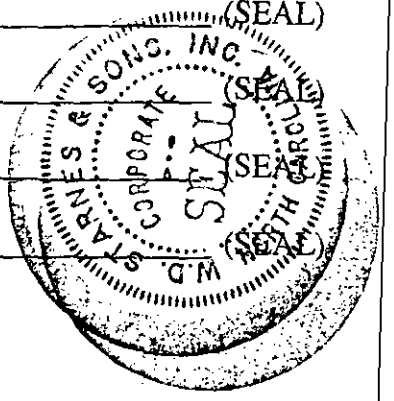
(Corporate Seal)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)



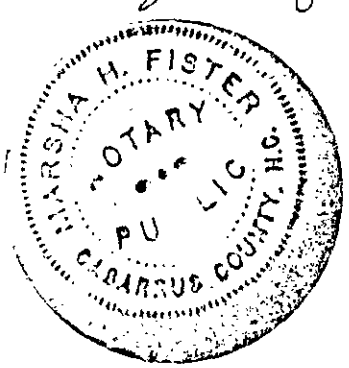
STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, MARSHA H. FISTER, a Notary Public for said County and State, do hereby certify that DOUG STARNES personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 7th day of July, 1999.

Marsha H. Fister
Notary Public

My Commission Expires:
January 9, 2002



STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, MARSHA H. FISTER, a Notary Public for said County and State, do hereby certify that Donna C. Starnes personally came before me this day and acknowledged that she is Secretary Secretary of W. D. Starnes & Sons, a North Carolina corporation, and that by authority duly given and as the act and deed of said corporation, the foregoing instrument was signed in its name by its President President, sealed with its corporate seal and attested by Donna C. Starnes as its Secretary Secretary.

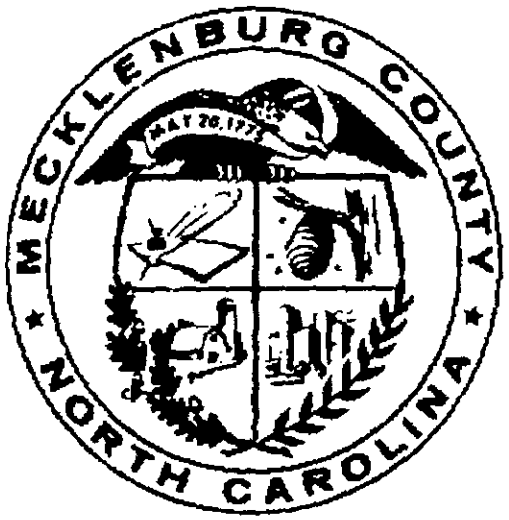
WITNESS my hand and notarial seal, this 7 day of July, 1999.

Marsha H. Fister
Notary Public

My Commission Expires:
January 9, 2002

MARSHA H. FISTER NOTARY PUBLIC CABARRUS COUNTY, N.C.

RBCWM:24751_1/8-30-95



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

****

Filed For Registration: 07/07/1999 10:00 AM

Book: RE 10598 Page: 294-298

Document No.: 1999119901

AGMT 5 PGS $14.00

Recorder: REBECCA MCGOWAN

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of MARSHA H. FISTER Notary is certified to be correct. This 7TH of July 1999

JUDITH A. GIBSON, REGISTER OF DEEDS By: Rebecca B McGowan
Deputy/Assistant Register of Deeds

****

1999119901

PROPOSED PLOT PLAN

#7

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

FILE: 3967 B

TC: 105-153-43

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'

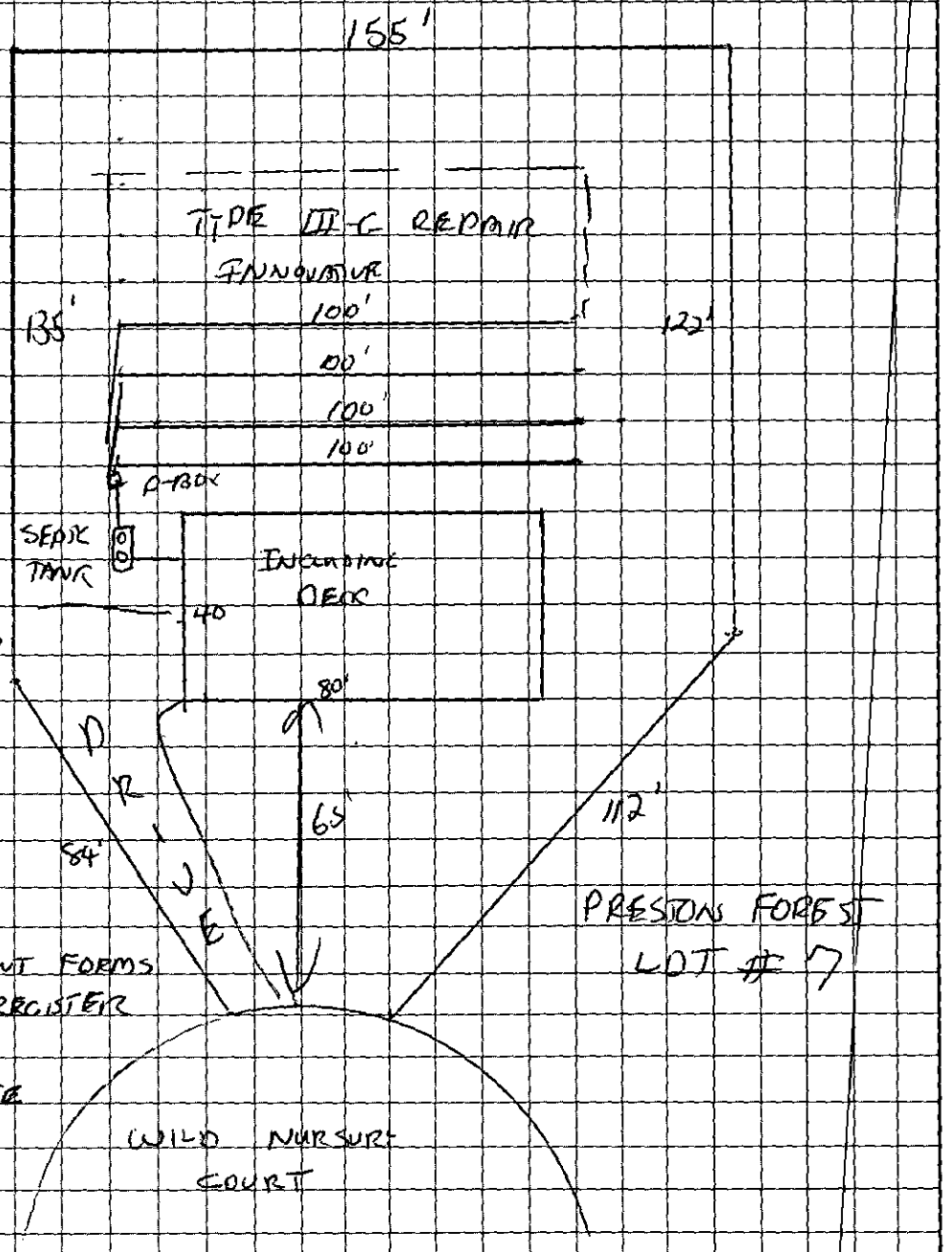
(1) DESIGN IS FOR AN INNOVATIVE TYPE III-6 DESIGN THAT ALLOWS FOR A 25% REDUCTION IN DRAINLINE LENGTH.

(2) DESIGN IS FOR A 4 BDRM HOUSE W/ 480 GPD

(3) INSTALL DRAINLINES SHALLOW 30" AND ON CONTOUR

(4) ANY CHANGES IN THIS PLOT PLAN OR CONDITIONS OF PERMIT WILL VOID IMPROVEMENT PERMIT

(5) MUST HAVE AGREEMENT FORMS RECORDED WITH THE REGISTER OF DEEDS OFFICE AND RETURNED TO THIS OFFICE



X Doug Varner
OWNER/AGENT SIGNATURE

DATE 6/30/99

APPROVAL DATE 6/29/99

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

FEE: 200 + CK # 2219
DATE: 6/7/99

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 #: 39629

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 105-153-43

STREET ADDRESS: Hwy Wild Nursery

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 7

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: 3200

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 4

CLOSING DATE 6/26/99

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:

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:

NAME: (LAST) Starnes (FIRST) William (MI) D

ADDRESS: 3925 Bellingham Ln

CITY: CLT STATE: NC ZIP: 28215

DAYTIME PHONE: ( ) 704 - 5415380

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: Doug Starnes 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

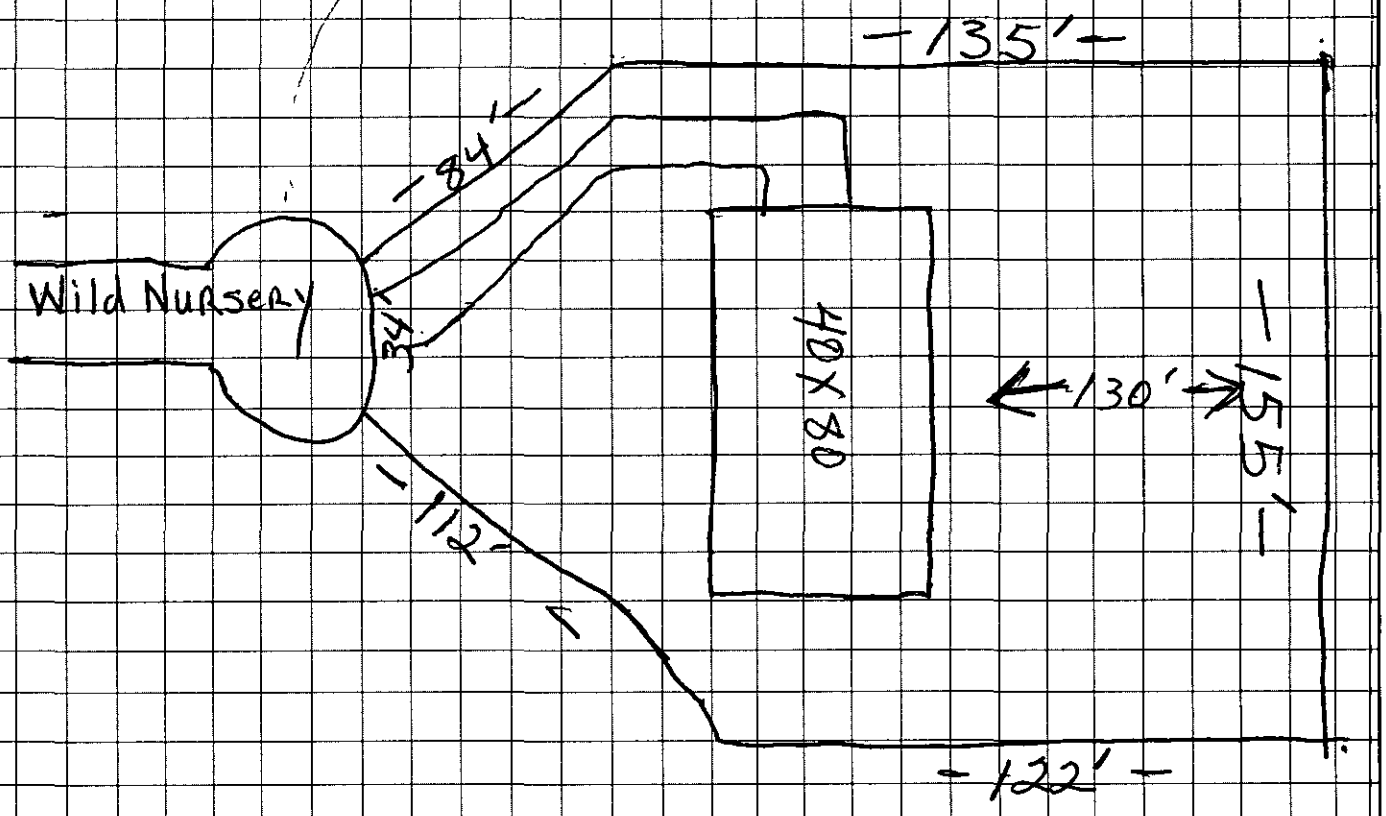
PROPOSED PLOT PLAN

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

FILE: 3967B

TC: 105 - 153-43

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.



Dave Starnes
OWNER/AGENT SIGNATURE

DATE 6/7/99

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

400

#12

Sheet: _____
Property ID: 105-153-43
Lot #: 7
File #: 39618

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: William D. Slaven APPLICANT: _____
ADDRESS: 3925 Bellingham Lane, Charlotte DATE EVALUATED: 6-10-99
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 360gpd PROPERTY SIZE: .7 ±
LOCATION OF SITE: 4004 Wild Nursery PROPERTY RECORDED: _____
WATER SUPPLY: ☐Private ☒Public ☐Well ☐Spring ☐Other _____
EVALUATION METHOD: ☑Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☑Sewage ☐Industrial Process ☐Mixed

PROFILE #	Slopes 5-10% .1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS	0-5"	gr/sl	Fr/SE XP/ NS/NP	41" TO soil wetness	* 41"	N/A	None	PS .391 Fz IV
		5-41"	SBK/SC	F:/SE XP/ SP					
		* Boring terminated due to what appeared to be elevated rock							
2	LS	0-6"	gr/ sl	Fr/ SE XP/ NS/NP	48" TO soil wetness	48"	N/A	None	PS .391 Fz IV
		6-48"	SBK/ C	F:/ SE XP/ SP					
3	LS	0-5"	gr/ sl	Fr/ SE XP/ NS/NP	48" TO soil wetness	48"	N/A	None	PS .391 Fz IV
		5-49"	SBK/C	F:/ SE XP/ SP					
4	LS	0-6"	gr/sl	Fr/SE XP/ NS/NP	50" 48" TO soil wetness	48"	N/A	None	PS .391 Fz IV
		6-50"	SBK/C	F:/SE XP/ SP					

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

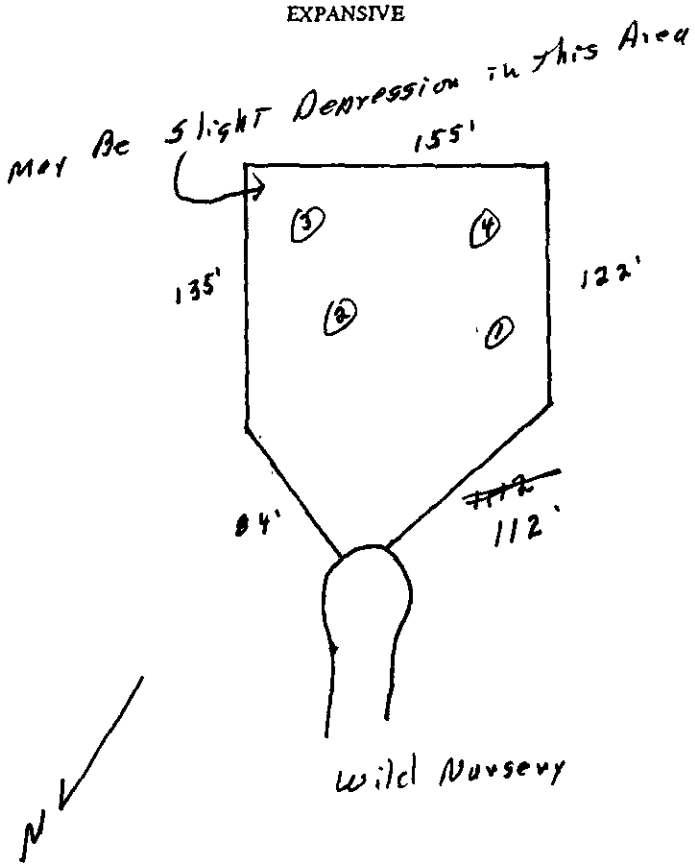
OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Recommendable
EVALUATED BY: W. R. Marlin LSS, 6-10-99
OTHER(S) PRESENT: _____

FILE # 39670

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	



OFFER TO PURCHASE AND CONTRACT

Gary J. Gallagher, as Buyer, hereby offers to purchase and Starnes Enterprises, 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: Street Address 4004 Wild Nursery Ct. Lot 7 Preston Forest II Zip 28215
Legal Description: Lot 7 of tax/parcel 105/533 001
(☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, Mecklenburg County.)
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:
n/a

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: n/a

4. **PURCHASE PRICE:** The purchase price is $ ~~39,900~~ AD 37905.00 and shall be paid as follows:
(a) $ 1,500, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by Prudential Carolinas Realty as 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 _____.
(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) $ 38,400, 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 July 1, 1999, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☒ Other FHA or Conventional loan at a ☒ Fixed Rate ☐ Adjustable Rate ☐ Other: _____ in the principal amount of 30,000 for a term of 30 year(s), at an interest rate not to exceed 7.75 % per annum, with mortgage loan discount points not to exceed _____% 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: Normal land closing costs only at seller's attorney.
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 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.

. PROPERTY DISCLOSURE AND INSPECTIONS:

) 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
d shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided
ch 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) n/a
The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the
tion of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a
ndition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including
shing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings
d roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall
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
excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections
ust be completed on or before n/a. Buyer is advised to have any inspections made prior to incurring expenses
closing and in sufficient time to permit any required repairs to be completed by closing.

) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed
st control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there
s no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient
ne 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
ior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may
l always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall
ovide a standard warranty of termite soil treatment.

) 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)
oviding 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
all 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
funded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b)(i), b (ii),
(iii) and (c) above are excluded from repair negotiations under this contract.

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

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

4. 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
cessary in connection with closing and transfer of title on or before July 23, 1999, at a place designated by Buyer.
he deed is to be made to as directed.

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

6. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF
TANDARD FORM ADDENDA AVAILABLE.)
I See-additional provisions addendum
I Subject to Lot 7 per King For a conventional absorption septic system
I Full Brick House
IV Acceptance of a stickbuilt modular home From Nationwide
V Lot is not in a Floodplain/zone VI Buyer to reimburse Seller $200 at closing For waste permit.

7. 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
e destroyed or materially damaged prior to closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all
posits 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
roperty, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

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

9. 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
signs. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

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

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

2. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed
ultiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR®
broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

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

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

uyer Gary I Ballagher (SEAL) Seller W. N. Starnes (SEAL)
S/Tax ID# SS/Tax ID#

uyer (SEAL) Seller (SEAL)
S/Tax ID# SS/Tax ID#
ate: Date: 4/7/99

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

ate Firm:
By:

☒ Buyer's Agent
☐ Seller's (sub)agent
elling Agent/Firm/Phone Ren Friedman / Prudential Carolinas Realty / 334-6677 Acting as ☐ Dual Agent
☒ Seller's (sub)agent
isting Agent/Firm/Phone John Stroup / Coldwell Banker Flowhouse / 547-8490 Acting as ☐ Dual Agent