

4000 JOHNSTON OEHLER RD

02930129

1/7/2008

duponbj

Groundwater and Wastewater Services File Imaging Project

May 2007

Barcode Font = IDAutomationHC39M

2-13-02
INSPECTED SITE AND LAYOUT - SITE AND LAYOUT OK EXCEPT FOR LACK OF PRESSURE MANIFOLD -
029-311-2 (prev)
029-301-3 ✓
1984

Soil & Environmental Consultants, PA

PMB 291, 3020-I Prosperity Church Road • Charlotte, North Carolina 28269-7197 • Phone: (704) 720-9405 • Fax: (704) 720-9406
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FACSIMILE SHEET

FAX NO. (704) 720-9406

DATE: 2-7-02 Project Number: 05-1079

TO: NAME: Jeremy Michelone, R.S. CC: Theresa Clark
COMPANY: Mecklenburg Co. Health Dept 3900 Johnson Oehler Rd
FAX NUMBER: (704) 336 6594 Charlotte, NC 28269

FROM: Ashley Rollans SUBJECT: Theresa Clark layout

The following items are being faxed. Number of pages including transmittal sheet: ____

- X For Your Comments/Approval
- ___ Per Our Conversation
- ___ Please Advise
- ___ Would Like To Discuss
- ___ For Your Information
- ___ Per Your Request
- ___ Please Call
- ___ Please Handle

HARD COPY SENT:

- ___ US Regular Mail
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REMARKS: Jeremy,

Wendell Overby & I performed a layout after having met Bill Marlin L.S.S. to dig backhoe pits. Attached are the layout specifications, design info, site plan and the initial soil report. Please contact me if you have questions — Thank you

IF YOU HAVE ANY QUESTIONS OR PROBLEMS WITH THIS TRANSMISSION, PLEASE CONTACT _____ AT (704) 720-9405. Ashley

CONFIDENTIALITY NOTICE

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Greensboro, NC 27455
Phone (336) 510-8234

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710 Boston Road
Taylorsville, NC 28681
Phone (828) 635-5820

Raleigh Office
11010 Raven Ridge Road
Raleigh, NC 27614
Phone (919) 846-5900

FROM : SOIL&ENVIRONMENTALCONSULTANTS_ FAX NO. : 7047209406 Feb. 07 2002 09:30AM P1

S&EC

Soil & Environmental Consultants, PA

PMB 291, 3020-I Prosperity Church Road • Charlotte, North Carolina 28269-7197 • Phone: (704) 720-9405 • Fax: (704) 720-9406
www.SandEC.com

February 6, 2002
Project #5-1079

Theresa Clark
3900 Johnston-Ochler Rd.
Charlotte, NC 28269

Re: Soil/Site Evaluation on a ±2.0-Acre Site *on Johnston-Ochler* Road – Mecklenburg County, NC

Dear Ms. Clark:

This letter details the septic system layout and design performed by Soil & Environmental Consultants, P.A. (S&EC) on the above referenced lot. Included with this report are the initial soil report and map, layout specifications, a proposed site plan, and information for the design of an "at-grade" conventional system. This system type is often termed ultra-shallow conventional. Information regarding the initial soil evaluation can be found in the attached soil report.

LAYOUT

On February 6th, 2002 S&EC performed a septic system layout. S&EC was able to demonstrate placement of 530 linear feet of drainline on 9' centers. 480' of this drainline will be used to support an "at-grade" conventional system for a 3BR house (360 GPD). The proposed house is located at a lower elevation than the drainfield therefore a lift station (pump tank) will be utilized to pump the effluent to a distribution box at the top of the field. Please see attached pump curve for pump specifications. The specifications for the layout including line lengths, flag colors, line elevations, etc. are attached with this report. A repair area is not required (lot recorded prior to 1982 according to client). Client will be providing deed to confirm this.

S&EC recommends that the following conditions be met for county approval of the usable soils and the septic system layout. 1) 6 - 12" of cover (Group II) should be used over the system drainfield, 2) Trees, stumps and large roots should be removed from the system area carefully (this needs to be done with minimal soil disturbance, 3) an LTAR of 0.25 gpd/ft^2, 4) system installation 12" below ground surface and 5) system drainfield cover must be county approved material.

DESIGN

Attached please find site plans showing placement of the proposed septic system including a 1500 gallon septic tank, 1000 gallon pump tank, the proposed house site and driveway location. Additionally, specifications for the layout are enclosed along with information and drawings regarding conventional systems. Based on a 3-bedroom house that will produce 360 gal/day with an LTAR of 0.25gpd/ft^2 on 3' wide trenches, ~480 linear feet of drainline will be needed to support the initial system.

Design flow: 120gal/day * 3 bedrooms = 360gal/day ÷

LTAR: 0.25gpd/ft^2 = 1440ft^2 ÷

3' trench bottom = 480 linear feet

Greensboro Office:
3817-E Lawndale Drive
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Fax: (336) 540-8235

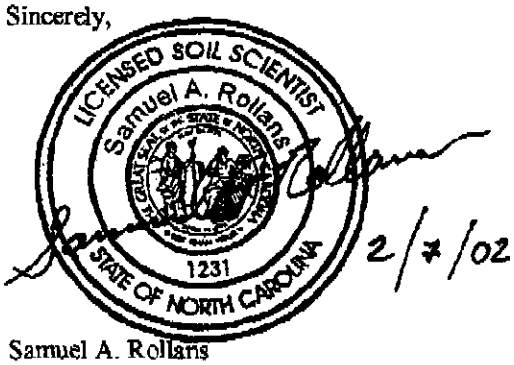
Hickory Area Office:
710 Boston Road
Taylorsville, NC 28681
Phone: (828) 635-5820
Fax: (828) 635-5820

Raleigh Office:
11010 Raven Ridge Road
Raleigh, NC 27614
Phone (919) 846-5900
Fax: (919) 846-9467

FROM : SOILSENVIRONMENTALCONSULTANTS FAX NO. : 7047209406 Feb. 07 2002 09:31AM P2

Soil & Environmental Consultants, Inc. is pleased to be of service in this matter and we look forward to assisting in any site analysis needs you may have in the future. Please feel free to call with any questions or comments.

Sincerely,



Samuel A. Rollans
NC Licensed Soil Scientist #1231

Encl: *Soil Map & Report*
Site Plan
Layout Specifications
Pump Specifications
Attachment 1

Cc: Mecklenburg County Health Dept.
Attn: Jeremy Michelone, R.S.
Via: Facsimile

FROM : SOILSENVIRONMENTALCONSULTANTS_ FAX NO. : 7047209406 Feb. 07 2002 09:32AM P3

THERESA CLARK/JOHNSTON OEHLER

JOB #: 5-1079

LAYOUT FOR 3 BEDROOM HOME — February-02

LINE #	FLAG COLOR	BS	HI	ES	ELEVATION	LINE LENGTH
TBM		5.3			100.0	
INSTR. 1			105.3			
1	ORANGE			2.60	102.7	** 53'
2	YELLOW			3.20	102.1	** 70'
3	BLUE			4.00	101.3	** 90'
4	PINK			4.60	100.7	** 105'
5	RED			5.30	100.0	** 122'
6	ORANGE			6.20	99.1	** 90'
					Total	**530**

	LINE LENGTH	LTAR GPD/FT^2	SYSTEM TYPE	PROPOSED LTAR GPD/FT^2	INNOVATIVE SYSTEM	DISTRIBUTION
SYSTEM	*480'*	*0.25*	*"AT-GRADE" CONV.*	*0.25*	*NONE*	*PUMP TO D-BOX*

** Lines 1 &2 connect with Tyson Tee - 100', Line 3 - 90', Lines 4 & 5 - 100' each and Line 6 - 90'.

REPAIR Not Required (Lot recorded prior to 1982).

Notes:

** TBM located on top of solid EIP(shortest) in northwest corner of lot
**TBM is assumed to be 100'
**All measures in feet
**Nitrification lines are demonstrated on contour via colored pin flags
** House and driveway location illustrated on the attached map
**BS and FS indicate rod readings
**Lines flagged in field may be longer than lengths shown.
Install at lengths shown on this sheet.

FROM : SOILSENVIRONMENTALCONSULTANTS_ FAX NO. : 7047209406 Feb. 07 2002 09:32AM P4

Attachment 1

.1950 Location of Sanitary Sewage Systems

(c) Every sanitary sewage treatment and disposal system shall be located at least the minimum horizontal distance from the following:

(1)	any private water supply source *including a well or spring*	100 feet
(2)	any public water supply source	100 feet
(3)	streams classified as WS-I	100 feet
(4)	water classified as S.A.	100 feet from mean high water mark
(5)	Other coastal waters	50 feet from mean high water mark
(6)	any other stream, canal, marsh, or other surface waters	50 feet
(7)	*any Class I or Class II reservoir*	100 feet from normal pool elevation
(8)	any permanent storm water retention pond	50 feet from flood pool elevation
(9)	any other lake or pond	50 feet from normal pool elevation
(10)	any building foundation	5 feet
(11)	any basement	15 feet
(12)	any property line	10 feet
(13)	top of slope of embankments or cuts of 2 feet or more vertical height	15 feet
(14)	any water line	10 feet
(15)	drainage systems:	
	(A) Interceptor drains, foundation drains and storm water diversions	
	(i) upslope	10 feet
	(ii) sideslope	15 feet
	(*iii*) downslope	25 feet
	(B) Groundwater lowering ditched and devices	25 feet
(16)	any swimming pool	15 feet
(17)	any other nitrification field (except repair area)	20 feet

(b) Ground absorption, sewage treatment and disposal systems may be located closer than 100 feet from a *private well supply, except springs* and uncased wells located downslope and used as a source of drinking water, repairs, space limitations and other site-planning considerations but shall be located the maximum feasible distance and, in no case, less than 50 feet.

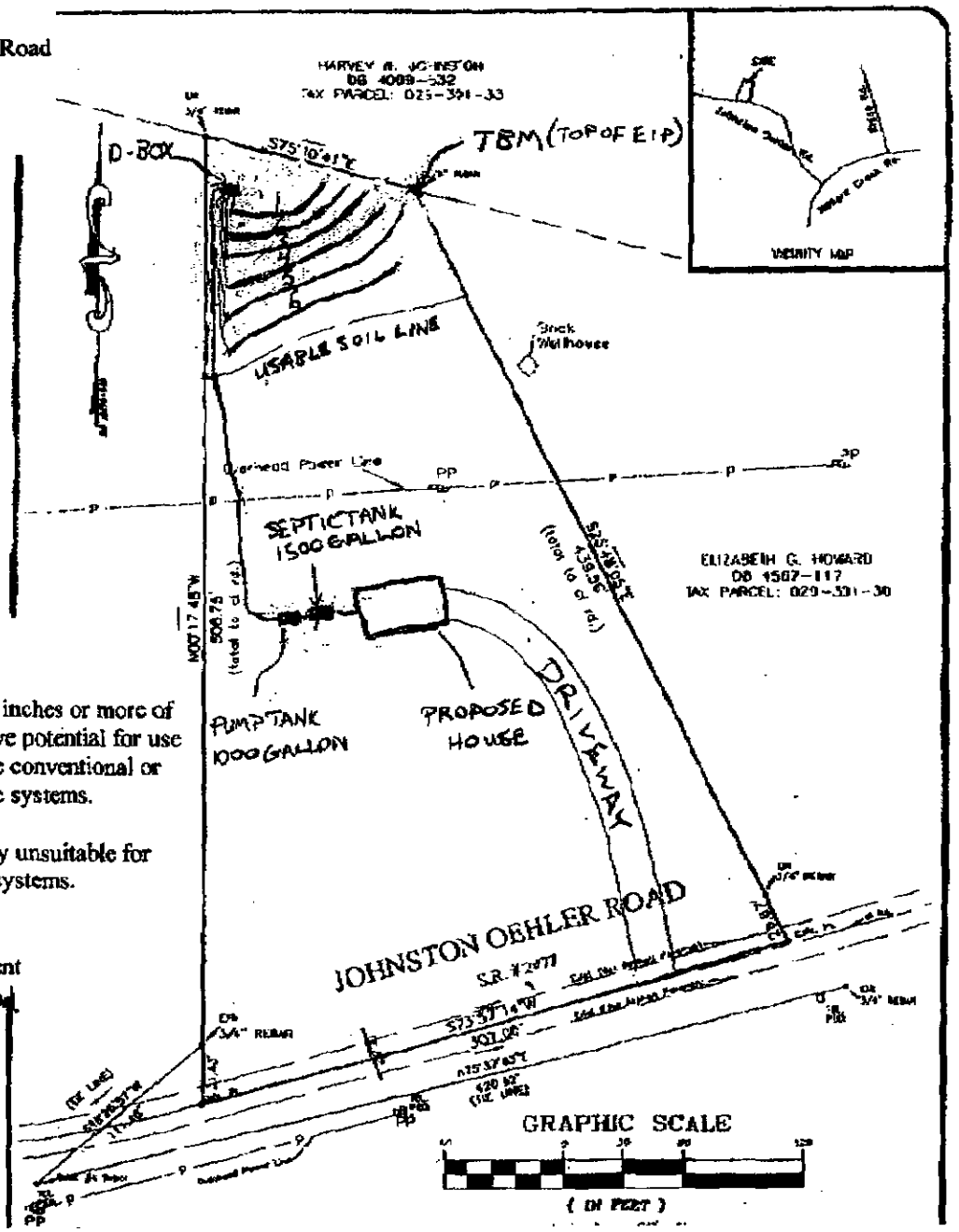
(c) Nitrification fields and repair areas shall not be located under paved areas or areas subject to vehicular traffic. If effluent is to be conveyed under areas subject to vehicular traffic, ductile iron or its equivalent pipe shall be used. However, pipe specified in Rule .1955 (e) may be used if a minimum of 30 inches of compacted cover is provided over the pipe.

Note: Systems over 3000 GPD or an individual nitrification fields with a capacity of 1500 GPD or more have more restrictive setback requirements, see .1950 (a) (17) (d) for specifics.

FROM : SOILSENVIRONMENTALCONSULTANTS_ FAX NO. : 7047209406 Feb. 07 2002 09:33AM P5

FROM : SOIL&ENVIRONMENTALCONSULTANTS_ FAX NO. : 7047209406 Feb. 07 2002 09:33AM P6

Soil/Site Evaluation Sketch Map
Theresa Clark / Johnston Oehler Road
Mecklenburg Co., NC
S&EC #5-1079
February 2002



Soil areas with 24 inches or more of usable soil and have potential for use with LPP, at-grade conventional or conventional septic systems.

Soil areas generally unsuitable for subsurface septic systems.

*not a survey
*base map provided by client
* repair area not needed

LICENSED SOIL SCIENTIST
JAMES WENDELL OVERBY
12118
STATE OF NORTH CAROLINA

Deed reference:
DB 12375-689

Tax Parcel:
029-311-29

ME SERIES

1/2 through 1-1/2 HP
Effluent Pumps

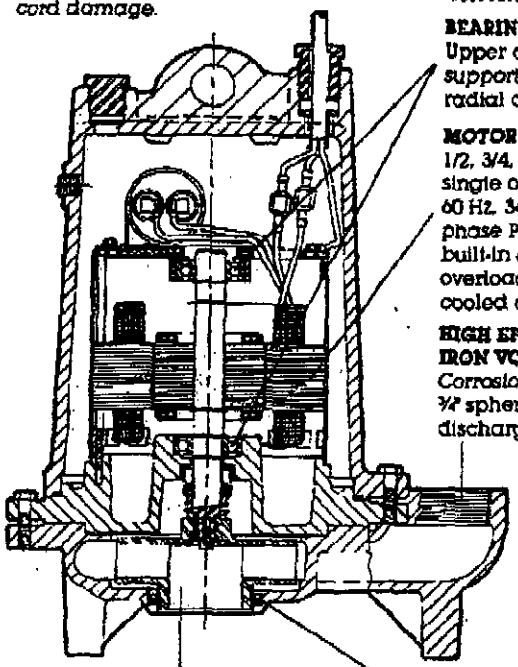
POWER CORD
Jacket sealed with compression fittings. Individual wires potted with epoxy to prevent wicking in case of cord damage.

MOTOR HOUSING
Cast iron for efficient heat transfer and corrosion resistance.

BEARINGS
Upper and lower ball support rotor. Take radial and thrust loads.

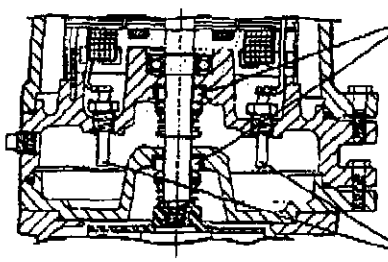
MOTOR
1/2, 3/4, 1 and 1-1/2 HP single or three phase, 60 Hz, 3450 RPM. Single phase PSC motors have built-in on winding overload protection, oil-cooled and lubricated.

HIGH EFFICIENCY CAST IRON VOLUTE
Corrosion resistant. Passes ¾" spherical solids. 2" NPT discharge.



ENCLOSED TWO VANE IMPELLER
high efficiency. Passes ¾" spherical solids with stainless steel wear ring. Optional bronze construction available.

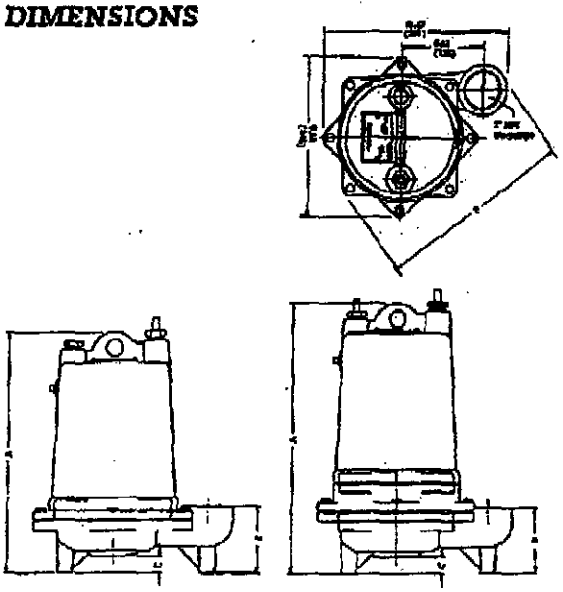
VOLUTE/IMPELLER SEAL RING
Maintains high efficiency and reduces recirculation. Replaceable.



SHAFT SEAL(S)
Carbon and ceramic faces. Optional dual tandem seals. Extends motor life.

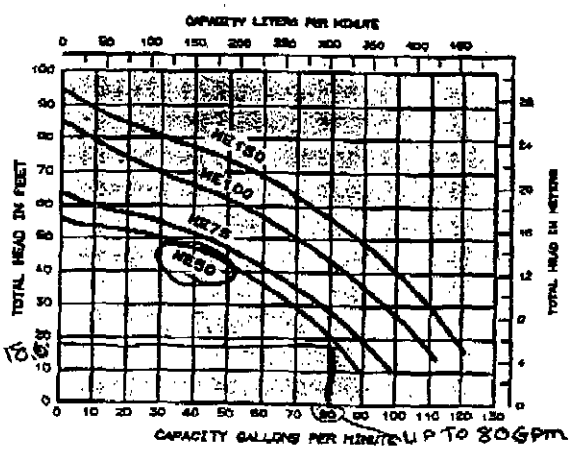
SEAL LEAK PROBES
Optional probes (dual seal only) detect water leakage in seal housing. Activates warning light.

DIMENSIONS



Model Series	Inches (millimeters)			
	A	B	C	F
ME50S	16.8 (427)	4.09 (104)	1.03 (26)	12.13 (308)
ME50D	18.6 (472)	4.09 (104)	1.03 (26)	12.13 (308)
ME75S, ME100S, ME150S	16.8 (427)	4.0 (102)	1.06 (27)	12.5 (318)
ME75D, ME100D, ME150D	18.6 (472)	4.0 (102)	1.06 (27)	12.5 (318)

PERFORMANCE CURVE



K3320 1/98
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519/748-5470, FAX: 519/748-2563

FROM : SOILSENVIRONMENTALCONSULTANTS FAX NO. : 7047209406 Feb. 07 2002 09:34AM P7

S&EC

Soil & Environmental Consultants, PA

PMB 291, 3020-I Prosperity Church Road • Charlotte, North Carolina 28269-7197 • Phone: (704) 720-9405 • Fax: (704) 720-9406
www.SandEC.com

February 1, 2002
Project #5-1079

Theresa Clark
3900 Johnston Oehler Road
Charlotte, NC 28269

Re: Soil/Site Evaluation at 4000 Johnston Oehler Road – Mecklenburg County, NC

Dear Ms. Clark:

This letter details the initial findings of Soil & Environmental Consultants, PA (S&EC) regarding on-site wastewater suitability on the above referenced property.

INITIAL FIELDWORK

On January 31, 2002 I met Mr. Bill Marlin from Mecklenburg County Health Department to evaluate soil areas via pits. The site was evaluated during moist soil conditions. From these observations, an evaluation of the site was developed, relative to subsurface disposal of wastewater. The soil/site evaluation criteria used is that contained in 15 A NCAC 18A .1900 "Laws and Rules for Sewage Treatment and Disposal Systems".

FINDINGS

This site is located in northeastern Mecklenburg County. Based on the earlier findings of Mr. Marlin the majority of the soils on the property were generally unsuitable for supporting subsurface septic systems due to soil wetness and expansive clay mineralogy. However, a small soil area at the very northern end of the property contained usable soil areas.

A brief description of the usable soils finds red (2.5YR 4/8), friable, non-expansive clay subsoils with angular blocky structure. The usable area contained soil derived from weathering of acid crystalline parent materials. However, as witnessed via soil pits the red usable soil material overlays unsuitable, olive-colored, expansive clay. The depth at which the expansive clay was encountered determined the usability of the area evaluated.

In all 4 pits were evaluated by Mr. Marlin and myself (see map). Pit 1 located in the upper right-hand corner of the tract contained 30 inches of usable material. Pit 2 located in the upper left-hand corner of the tract contained 38 inches of usable material. Soil areas near Pits 1 and 2 have the potential to support conventional septic systems. Pit 3 was located south of Pit 2 and contained 24 inches of usable material. Likewise, Pit 4 contained 24 inches of usable material on the northern side of the pit. Therefore, soil areas near Pits 3 and 4 have potential to support either Low Pressure-Pipe (LPP) or at-grade conventional septic systems.

LAYOUT

To determine the amount of drainline that can be supported in the usable soil area S&EC recommends a performing a septic system layout. Based on the loading rate (LTAR) determined by Mr. Marlin, S&EC can calculate with the layout whether a 3-bedroom septic system can be supported on the property or not. We will layout the upper portions of the lot (pits 1 and 2) first. It is possible a conventional initial system

Greensboro Office:
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Taylorsville, NC 28681
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Fax: (828) 635-5820

Raleigh Office:
11010 Raven Ridge Road
Raleigh, NC 27614
Phone (919) 846-5900
Fax: (919) 846-9467

FROM : SOILSENVIRONMENTALCONSULTANTS FAX NO. : 7047209406 Feb. 07 2002 09:35AM P8

can be supported if long lines can be laid out near pits 1 and 2. If insufficient conventional depth soils exist then an LPP or at-grade conventional system will be required.

It will be very important to find out the recordation date of the property with regards to the layout. If the current configuration (size) of the property has been the same pre-January 1, 1983 then 100% repair area will not be required. Therefore, the amount of usable soil needed for supporting a 3-bedroom residence will be cut in half if the repair is not required. Please find out the date of the recording and let us know what you find. Also before we perform the layout please mark a proposed house site either in the field or on a map that you can fax to us. This will be very important if the final system is an LPP system.

DESIGN

Once a layout has been performed S&EC can furnish the Health Department a site plan and design of the proposed septic system.

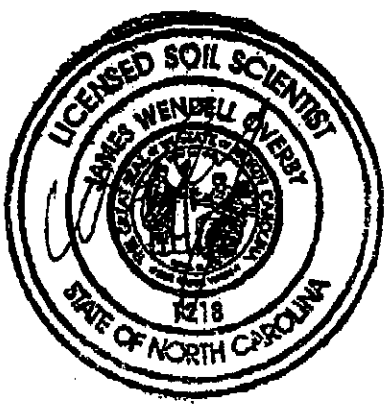
Soil & Environmental Consultants, PA is pleased to be of service in this matter and we look forward to assisting in any site analysis needs you may have in the future. Please feel free to call with any questions or comments.

Sincerely,

Wendell Overby
NC Licensed Soil Scientist

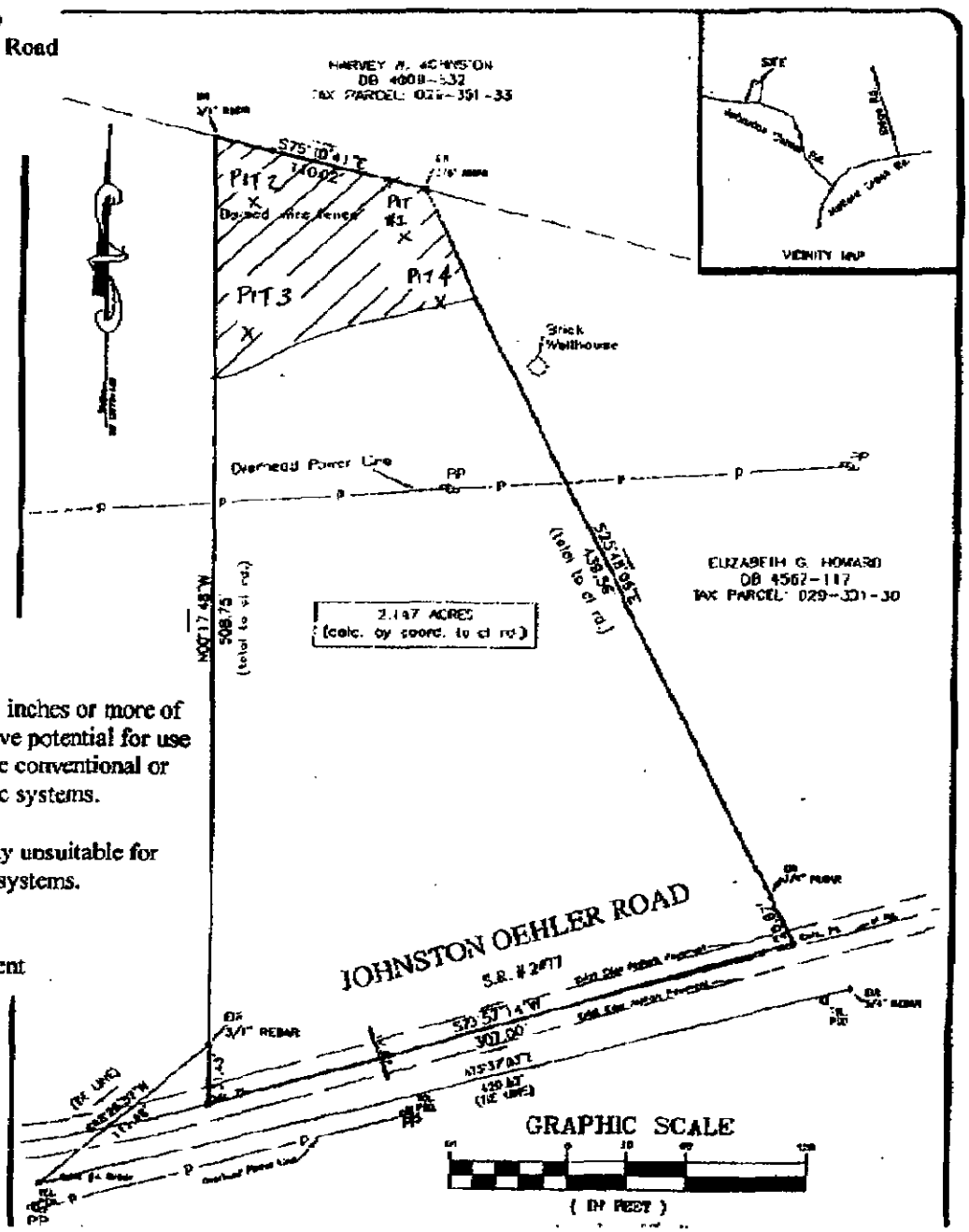
Encl: *Soil/Site Map*

Cc: Mecklenburg County Health Dept.
Attn: Bill Marlin, L.S.S.
Via: Facsimile



FROM : SOILSENVIRONMENTALCONSULTANTS_ FAX NO. : 7047209406 Feb. 07 2002 09:35AM P9

Soil/Site Evaluation Sketch Map
Theresa Clark / Johnston Oehler Road
Mecklenburg Co., NC
S&EC #5-1079
February 2002



Soil areas with 24 inches or more of usable soil and have potential for use with LPP, at-grade conventional or conventional septic systems.

Soil areas generally unsuitable for subsurface septic systems.

*not a survey
*base map provided by client

LICENSED SOIL SCIENTIST
JAMES WENDELL OVERBY
1218
STATE OF NORTH CAROLINA

Deed reference:
DB 12375-689

Tax Parcel:
029-311-29

FROM : SOIL&ENVIRONMENTALCONSULTANTS FAX NO. : 7047209406 Feb. 07 2002 09:36AM P10

Theresa Clark
3900 Johnston Oehler Road
Charlotte, NC 28269
704 547 1140

Soil and Environmental Consultants, PA
PMB 291
3020-1 Prosperity Church Road
Charlotte, NC 28269-7197

Attention: Wendell Overby
NC Licensed Soil Scientist

Dear Mr. Overby,

Thank you for your examination of the soils on the lot located at 4000 Johnston Oehler Road on January 31. I have compiled information from the Mecklenburg county registrar of deeds that may help in the final decision of what type of septic system should be approved for the lot based on a county requirement you talked about established in January 1983. The requirement you stated specified that Lot 1 had to remain the same size it was in January 1983 to this day. I have enclosed several documents from the county records that will help you and others understand that Lot 1 was sectioned off in a 1978 land survey by Mr. Charles Moon. Lot 1 became a non-conjoined lot of 2.145 acres in size at the sale of Lot 2 to the Howard's in August 1982.

The lot you examined on January 31, 2002 along with Mr. Marlin and Mr. Norris is currently known in the county records of deeds as Lot 1. In the 1960's my parents owned several acres and over the course of time several areas of land were sold.

Enclosed is an enlargement of a county plot map, which shows the lots 1,2 and 3. These joined lots were a tract of land that my parents owned before 1977.

Section A is a four-page document showing a loan that my parents got in 1977. My parents used as collateral the **tract 1** decribed as 4.9 acres, which included the 2.145-acre lot that was examined on January 31, 2002.

Section B is a 2 page document showing the purchased of Lot 2 from my parents in August 1982 by the Howard's. This purchase created the boundaries of Lot 1 to be non-conjoined to any other properties owned by my family. Lot 1 at that time became 2.145 acres in size. This 1982 sale document makes reference to the survey done in 1978 by Mr. Charles Moon.

Section C shows the transfer of Lot 1 to my brother, Jack in 1994. This legal document also makes reference to the survey done in 1978. Clearly stated in this document is a reference to Lot 1 as being 2.145 acres in size.

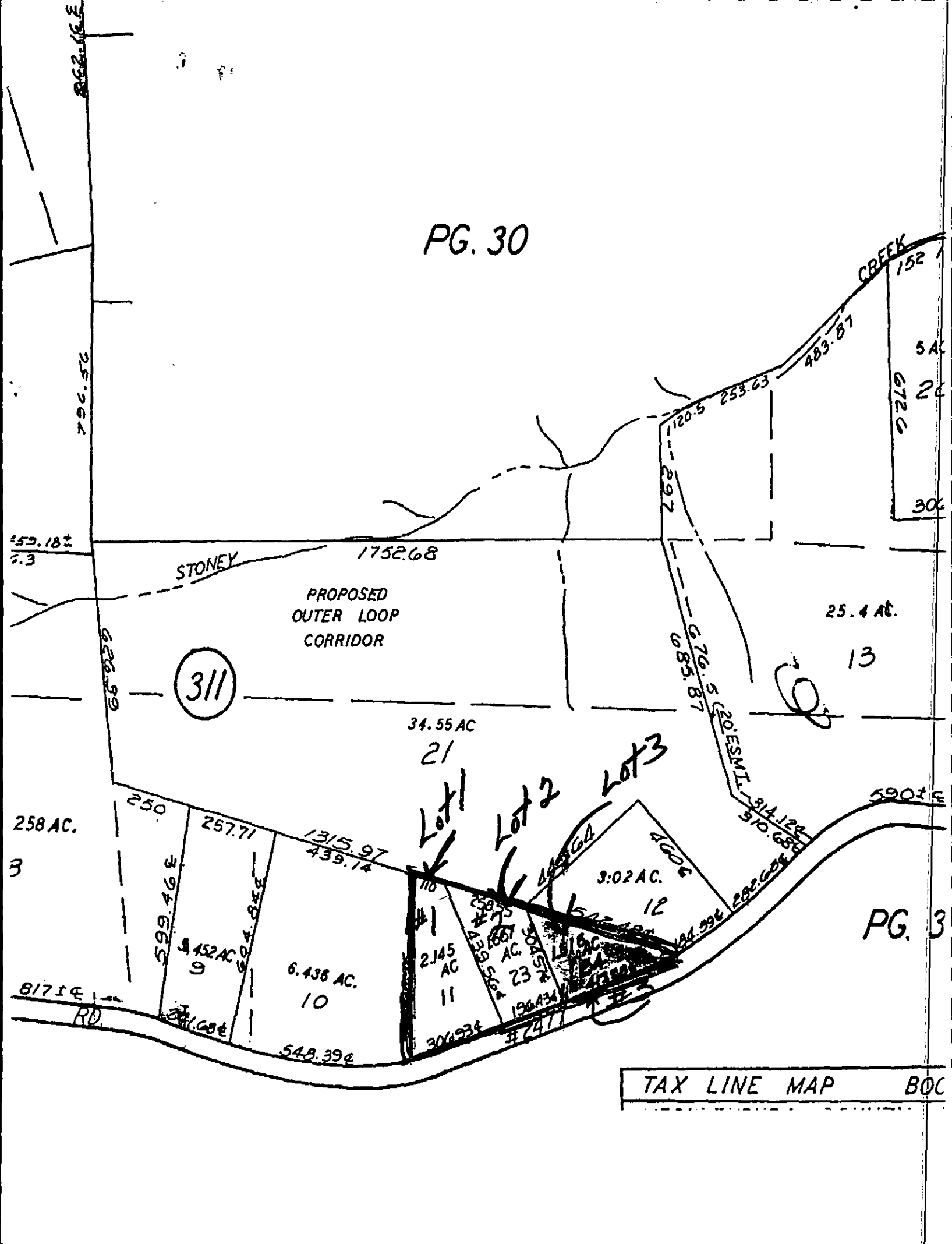
Section D is a four page legal document showing the transfer of Lot 1 to my ownership in January 2001. Again, a reference is made in this legal transfer to the survey done in 1978 stating the lot to be 2.145 acres in size.

I hope these documents will help you with the final plan and approval for a septic system on Lot 1. I will get in touch with your office in a few days to learn what are my next steps. Thank you for your help.

Sincerely,

Theresa Clark

Theresa Clark


PG. 30
CREEK
483.87
253.63
120.5
672.6
5 AC
24
30
796.5C
459.18±
2.3
STONEY
1752.68
PROPOSED
OUTER LOOP
CORRIDOR
25.4 At.
13
311
676.5
685.87
20' ESMT.
34.55 AC
21
Lot 1
Lot 2
Lot 3
258 AC.
3
250
257.71
1315.97
439.14
599.46
604.84
3.02 AC.
12
460
590±
PG. 3
6.436 AC.
10
2.145
AC
11
23
817±
RD.
548.39
TAX LINE MAP

USDA-FmHA
Form FmHA 427-1 NC
(Rev. 6-17-76)

Position 5

PRESENTED FOR REGISTRATION
'77 Aug 19 PM 4 32
CHARLES E. CROWDER
REGISTER OF DEEDS
MECKLENBURG CO. N. C.

161

REAL ESTATE DEED OF TRUST FOR NORTH CAROLINA

THIS DEED OF TRUST is made and entered into by and between the undersigned JACK N. CLARK and wife, PHYLLIS T. CLARK whose post office address is Route 7, Box 679-K, Charlotte, North Carolina, 28213 residing in Mecklenburg County, North Carolina as trustor(s), herein called "Borrower," and James O. Buchanan, Wake County, North Carolina, as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, as beneficiary, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
August 19, 1977	$24,000.00	Three Per Cent	August 19, 1984

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures such future advances made within ten (10) years from the date of the execution of this instrument to anyone herein called Borrower when evidenced by a note or notes covering loans made or insured under Subtitle A of the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949, provided that the total principal indebtedness of the original and future loans should not exceed $ 24,000.00, subject to the same terms and conditions regarding the assignment of said notes as hereinabove provided and all references in this instrument to the "note" shall be deemed to include such future notes;

NOW, THEREFORE, in consideration of the loan(s) and as security for such future advances as mentioned above pursuant to Subtitle A of the Consolidated Farm and Rural Development Act or Title V of the Housing Act of 1949, and at all times when the note is held by the Government, and in consideration of the above-described loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto the above-mentioned trustee with general warranty the following-described property situated in the State of North Carolina, County(ies) of Mecklenburg and described as follows:

Tract #1:

Contiguous parcels containing, respectively, 4.935 acres and 7.208 acres as shown on map of the L. S. Bigham Estate Property recorded in Map Book 8 at Page 337 in the Mecklenburg Public Registry.

Tract #2:

BEGINNING at an iron located at the northeast corner of the 4.935 acre parcel described in Tract #1, above; and running thence from said beginning point, S. 75-04-50 E. 784 feet; thence N. 32-30 E. 300 feet; thence S. 59 E. 709.5 feet; thence S. 15-30 W. 114 feet to an iron; thence N. 59 W. 374 feet to an iron; thence S. 15 W. 970 feet; thence S. 74 W. 705.5 feet to a stake at the forks of a branch; thence S. 89-15 W. 440 feet to a post oak; thence with the west boundaries of the parcels described in Tract #1, above, N. 07-52-40 E. 1429.15 feet, more or less, to the iron at the place of BEGINNING.

A.

3977 0826

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto Trustee, his successors, grantees and assigns forever and in fee simple;

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS the title to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any cost and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, cost of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

A2

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as beneficiary hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(16) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL FORECLOSURE SALE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND AND WITHOUT NOTICE BEYOND THE PUBLICATION OF THE NOTICE OF SALE. THE BORROWER HEREBY WAIVES ANY RIGHTS HE MAY HAVE TO ANY SUCH HEARING AND NOTICE. NEVERTHELESS, THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR NOTICE AND A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

(20) At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notice; and at such sale, the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing.

(21) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(22) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(23) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of dower, curtesy, and

A3

(24) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him, will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes any restriction contained in any covenant, contract, or agreement which directly or indirectly limits the use or occupancy of the dwelling on the basis of race, color, religion, sex or national origin, and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex or national origin.

(25) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(26) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Raleigh, North Carolina 27601, and in the case of Borrower to him at his post office address stated above.

(27) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the hand(s) and seal(s) of Borrower this 19th day of August, 19 77.

Jack H. Clark (SEAL)

Phyllis T. Clark (SEAL)

STATE OF NORTH CAROLINA)
) ss: ACKNOWLEDGMENT
COUNTY OF MECKLENBURG)

I, Ruth Ann L. Doster, a Notary Public of Union County, do hereby certify that Jack H. Clark and Phyllis T. Clark, the grantors, personally appeared before me this day and acknowledged the due execution of the foregoing deed of trust. wife,

WITNESS my hand and notarial seal this 19th day of August, 19 77.

My commission expires 6-21-80

(SEAL)

STATE OF NORTH CAROLINA Mecklenburg COUNTY

The foregoing certificate of Ruth Ann L. Doster, a Notary Public for Union County, State of North Carolina is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Mecklenburg County, N. C. in Book 3977 Page 825

This 30th day of August, A. D., 19 77 at o'clock M.

Charles E. Craven Register of Deeds By Caroline Nelson Deputy / Assistant

Recorded and verified:

The form of this instrument was prepared by the Office of the General Counsel of the United States Department of Agriculture, and the material in the blank spaces in the form was inserted by or under the direction of

(Name) (Title)

Drawn by Perry, Patrick, Farmer & Michaux, P. A.

A-4

Prepared by: Rodney L. Purser, 3227-B Eastway Dr., Charlotte, N. C. 28205

INDIVIDUAL DEED Revenue Stamp affixed $ 70.00

STATE OF NORTH CAROLINA — Mecklenburg County

THIS DEED, Made this 16th day of August A. D., 1982, by and between JACK H. CLARK and wife PHYLLIS T. CLARK

of the County of Mecklenburg and State of North Carolina, parties of the first part, and JAMES A. HOWARD and wife ELIZABETH G. HOWARD

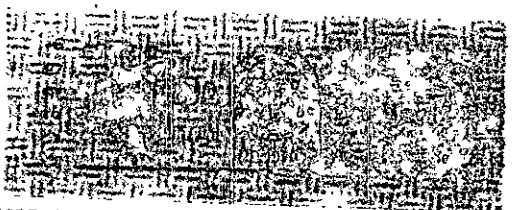
of the County of Mecklenburg and State of North Carolina, parties of the second part.

WITNESSETH, That the said parties of the first part in consideration of ONE HUNDRED DOLLARS AND OTHER VALUABLE CONSIDERATIONS to them paid by the parties of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, their heirs, successors or assigns, all that certain lot or parcel of land, situate, lying and being in Mallard Creek Township, Mecklenburg County, State of North Carolina, and more particularly described and defined as follows:

See attached Exhibit "A" for full description of property.

STAMPS 70 00
FEE 5 50
CASH 76 50
76 50

12:16 #5000 PRESENTED FOR REGISTRATION
08/17/82 AUG 17 8 41 AM '82
CHARLES E. CROWDER REGISTER OF DEEDS MECKLENBURG N.C.



TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the said parties of the second part, their heirs, successors or assigns, to them only use and behoof forever.

And the said parties of the first part for themselves, their heirs, successors, executors and administrators, covenant with the said parties of the second part, their heirs, successors and assigns, that they are seized of said premises in fee and have the right to convey the same in fee simple, that the same are free and clear from all encumbrances, and that they will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

HOWEVER, there is excepted from these warranties all such valid and enforceable easements, conditions and restrictions as may appear of record and the lien of ad valorem taxes for the current year, which the grantee(s) hereby assumes and agrees to pay

IN TESTIMONY WHEREOF, The said parties of the first part to these Presents have hereunto set their hand and seal, the day and year above written.

Signed, Sealed and Delivered in the presence of

Jack H. Clark (Seal)

(Seal)

Phyllis T. Clark (Seal)
PHYLLIS T. CLARK

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG

I, Carol B. Turner (Simpson) a Notary Public for said County and State, do hereby certify that Jack H. Clark and wife Phyllis T. Clark personally appeared before me this day, and acknowledged the due execution of the foregoing (or annexed) instrument.

Witness my hand and notarial seal, this 16th day of August A. D., 1982

My commission expires 4-22-83 Carol B. Turner (Simpson) Notary Public

STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG

The foregoing (or annexed) Certificate of Carol B. Turner (Simpson) a Notary Public for said County and State, is certified to be correct.

This 17th day of August A. D., 1982

Charles E. Crowder Reg. of Deeds, By: Wanda B. Adams Deputy

Presented for registration 8:41 o'clock, A. M., on the 17 day of August A. D., 1982 and verified MAIL TO: GRANTEES Register of Deeds.

Drawn By: Purser: cbs/fts #407

Rt 7 Box 679K

B.

4567 0117

DEED BOOK PAGE

4987 0119

EXHIBIT A of that certain deed from Jack H. Clark and wife Phyllis T. Clark to James A. Howard and wife Elizabeth G. Howard dated August 16, 1982.

BEGINNING at a point in the center of the Right of Way of Johnston Oehler Road, said point being located N74-00E with the center line of the Right of Way of Johnston Oehler Road 306.93 feet from a point in the center of the Right of Way of said Johnston Oehler Road said point marking the Southwesterly corner of the Leonard Saylor and wife Kathleen K. Saylor (now or formerly) property as the same is recorded in Book 2239 at Page 299 said beginning point also being the dividing line between Lot 1 and Lot 2 on the unrecorded map of Jack H. Clark property (now or formerly) prepared by Charles E. Moon, N.C.R.L.S. dated November, 1978; thence from said point of beginning with the dividing line between the aforesaid Lot 1 and Lot 2 N25-48W passing through an iron near the Northerly margin of the Right of Way of Johnston Oehler Road a total distance of 439.56 feet to a point marked by an iron in the boundary of the Harvey Johnston property (now or formerly) as the same is described in Deed Book 4009 at Page 532; thence with the line of Johnston (now or formerly) S75-09E 258.55 feet to a point, said point lying N25-18-30W 1.12 feet from an old iron; thence a new line S25-18-30E passing an iron pin in the Northerly margin of the Right of Way of Johnston Oehler Road a total distance of 304.57 feet to an iron in the center of the Right of Way of Johnston Oehler Road, thence with the center of said Right of Way S74-00W 196.43 feet to the point and place of beginning being all of Lot 2 containing 1.667 acres as shown on map of the Jack H. Clark property (now or formerly) by Charles E. Moon, N.C.R.L.S. dated November, 1978 to which map reference is hereby made and specifically incorporated herein by such reference.

Reference to Survey of 1978

Reference to Lot 2

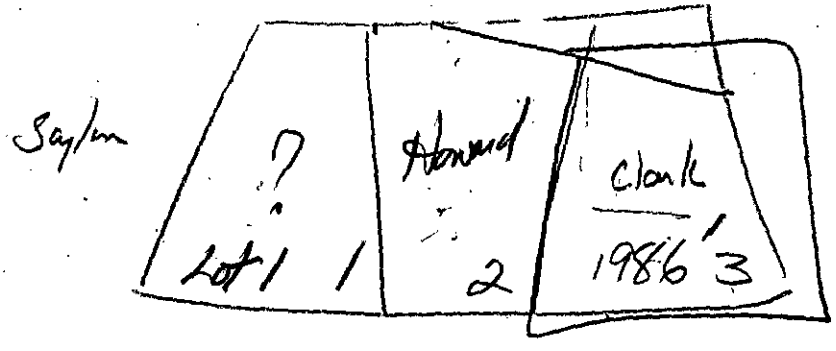
BEING part of the property conveyed to Jack H. Clark and wife Phyllis T. Clark by Deed Book 2240 at Page 263 in the Mecklenburg Public Registry.

Deed in 3

1978

House built in 1969 Date: 1960's

1954 OR 1955



B2

BK: 07940 PG: 0346-0348 8:01:1 12:07

JUDITH A GIBSON REG OF DEEDS MECK NC

FILED FOR REGISTRATION 10/12/94 12:47

Excise Tax -0- | Recording Time, Book and Page

Tax Lot No. 029-311-11 Parcel Identifier No.

Verified by County on the day of , 19

by

Mail after recording to Grantee

This instrument was prepared by Erdman, Hockfield and Boggs, L.L.P.

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 3 day of ~~September~~ October, 1994, by and between

GRANTOR	GRANTEE
PHYLLIS T. CLARK a/k/a PHYLLIS K. CLARK	JACK H. CLARK 2286 Aster Road Bethlehem, PA 18018

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

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

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

See description identified and set forth in Exhibit A, attached hereto and incorporated herein by this specific reference.

The attorney or attorneys preparing this instrument have made no record search or title examination of the property herein described and make no representation whatsoever concerning the legal title to the property, unless the same is shown by a separate certificate signed by said attorney or attorneys.

C1

The property hereinabove described was acquired by Grantor by instrument recorded in

A map showing the above described property is recorded in Plat Book page

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

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

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

(Corporate Name)

By: .....

.....President

ATTEST:

.....Secretary (Corporate Seal)

USE BLACK INK ONLY

Phyllis T. Clark (SEAL)
Phyllis T. Clark

.....(SEAL)

.....(SEAL)

.....(SEAL)

SEAL-STAMP

Use Black Ink

NORTH CAROLINA, Mecklenburg County.

I, a Notary Public of the County and State aforesaid, certify that Phyllis T. Clark Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 3rd day of October 19 94

My commission expires: My Commission Expires April 12, 1997 Susan M Kime Notary Public

Use Black Ink

NORTH CAROLINA, ...County.

I, a Notary Public of the County and State aforesaid, certify that ..... personally came before me this day and acknowledged that .... he is ..... Secretary of ..... a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ..... President, sealed with its corporate seal and attested by ..... as its ..... Secretary Witness my hand and official stamp or seal, this .....day of ..... 19. .....

My commission expires: ..... Notary Public

The foregoing Certificate(s) of .....

.....

.....

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

.....REGISTER OF DEEDS FOR..... COUNTY

By .....Deputy Assistant - Register of Deeds

N.C. Bar Assoc. Form No. 3 / 1978, Revised 1977

ROOLE PRINTING CO. INC. FAYETTEVILLE, N.C.

C2

Exhibit A

BEGINNING at a point in the center line of Johnston-Oehler Road, said point being located S. 74-00 W. 363.32' from a point in the center line of Johnston-Oehler Road said point marking the Southeast corner of the property of Jack H. Clark as set forth and described in Deed Book 1677 at page 316, Mecklenburg County Public Registry and runs thence along the center line of said Johnston-Oehler Road S. 74-00 W., 306.93' to a point in the center line of Johnston-Oehler Road; thence N. 0-16-30 W. 31.45' to a point in the northerly margin of said Johnston-Oehler Road and the Southeastern corner of the Leonard Saylor property (now or formerly) as recorded in Deed Book 2239 at page 233 Mecklenburg County Public Registry; thence N. 0-16-30 W. 477.30' to an old iron; thence S. 75-09 E., 110.0' to an iron; thence S. 25-48 E. 412.61' to an iron pin in the northerly margin of Johnston-Oehler Road; thence S. 25-48 E. 26.95' to the point and place of BEGINNING.

Being in all respects Lot 1 of the Jack H. Clark Property, being 2.145 acres all in accordance with the survey of Charles E. Moon, N.C.R.L.S., dated November, 1978.

This conveyance is made in accordance with and pursuant to NCGS § 39-13.3 and it is the intent of the parties that the property described herein held formerly by the parties hereto as tenants by the entirety, shall be held solely by the Grantee.

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Susan M. Kime

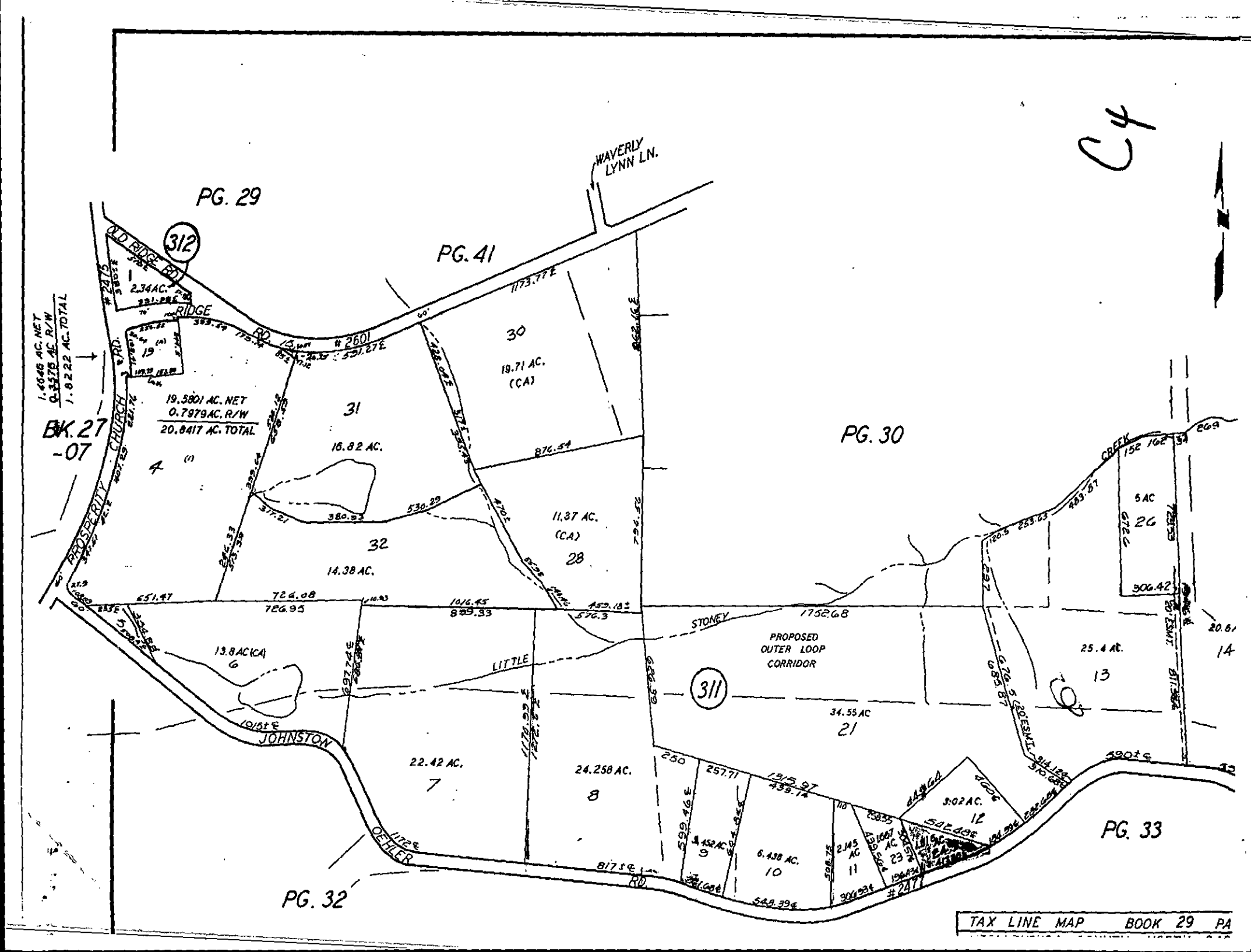
Notary(ies) Public is are certified to be correct.

This 12th day of October, 94

JUDITH A. GIBSON, REGISTER OF DEEDS

By: Mary D. Posey Deputy

C3



TAX LINE MAP BOOK 29 PA

Monday

in envelope to send to Jackie for Signature

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2001 JUN 26 03:57 PM
BOOK:12375 PAGE:669-692 FEE:$12.00
INSTRUMENT # 2001103369

Excise Tax 0.00 | Recording Time, Book and Page

Tax Lot No. 029-311-11 Parcel Identifier No. .....

Verified by ..... County on the ..... day of ....., 19.....

by .....

Mail after recording to Grantee

This instrument was prepared by Erdman, Hockfield and Burt, LLP

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this ..... day of June 19, 2001, by and between

GRANTOR	GRANTEE
Jack H. Clark, unmarried	Theresa A. Clark 3900 Johnston-Oehler Rd. Charlotte, NC 28269

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

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

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

See Exhibit "A" attached hereto and incorporated herein by this specific reference.

D,

N.C. Bar Assoc. Form No. 3 © 1976, Revised 1977.
Printed by Agreement with the N.C. Bar Assoc. 1981

3

$60 MH

The property hereinabove described was acquired by Grantor by instrument recorded in Book 7940 page 346, Mecklenburg County Public Registry.

A map showing the above described property is recorded in Plat Book ..... page .....

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

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

1. Lien for Ad Valorem Taxes for the year 2001.
2. Easements, conditions and restrictions of record.
3. Any deeds of trust or liens of record.

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

..... (Corporate Name)

By: .....

..... President

ATTEST:

.....

..... Secretary (Corporate Seal)

USE BLACK INK ONLY

Jack H. Clark (SEAL)
Jack H. Clark

..... (SEAL)

..... (SEAL)

..... (SEAL)

SEAL-STAMP

NORTH CAROLINA, California County.

I, a Notary Public of the County and State aforesaid, certify that Jack H. Clark Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of June, A.D. 2001

JANET M. ENGLISH
Comm. # 1251551
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires Jan. 27, 2004

ABA1

Janet M. English

My commission expires: January 27, 2004 Notary Public

SEAL-STAMP

NORTH CAROLINA, ... County.

I, a Notary Public of the County and State aforesaid, certify that .....,

personally came before me this day and acknowledged that ____ he is ..... Secretary of

..... a North Carolina corporation, and that by authority duly

given and as the act of the corporation, the foregoing instrument was signed in its name by its .....

President, sealed with its corporate seal and attested by ..... as its ..... Secretary.

Witness my hand and official stamp or seal, this .....day of ....., 19.....

Use Black Ink

My commission expires: ..... Notary Public

The foregoing Certificate(s) of .....

.....

.....

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

..... REGISTER OF DEEDS FOR ..... COUNTY

By ..... Deputy/Assistant - Register of Deeds

D2

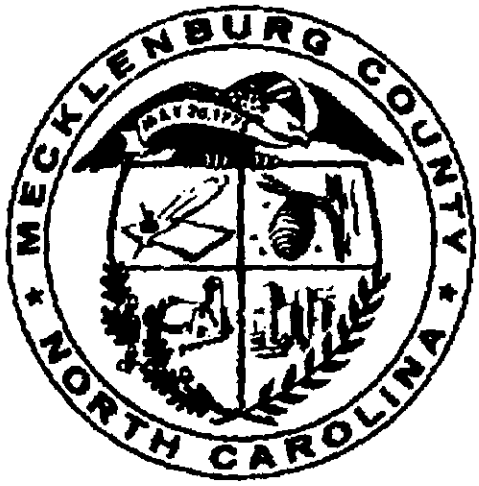
Exhibit "A"

BEGINNING at a point in the center line of Johnston-Oehler Road, said point being located S. 74-00 W. 363.32' from a point in the center line of Johnston-Oehler Road said point marking the Southeast corner of the property of Jack H. Clark as set forth and described in Deed Book 1677 at page 316, Mecklenburg County Public Registry and runs thence along the center line of said Johnston-Oehler Road S. 74-00 W. 306.93' to a point in the center line of Johnston-Oehler Road; thence N. 0-16-30 W. 31.45' to a point in the northerly margin of said Johnston-Oehler Road and the Southeastern corner of the Leonard Saylor property (now or formerly) as recorded in Deed Book 2239 at page 233 Mecklenburg County Public Registry; thence N. 0-16-30 W. 477.30' to an old iron; thence S. 75-09 E. 110.0' to an iron; thence S. 25-48 E. 412.61' to an iron pin in the northerly margin of Johnston-Oehler Road; thence S. 25-48 E. 26.95' to the point and place of BEGINNING.

Being in all respects Lot 1 of the Jack H. Clark Property, being 2.145 acres all in accordance with the survey of Charles E. Moon, N.C.R.L.S., dated November, 1978.

THE ATTORNEY OR ATTORNEYS preparing this instrument have made no record search or title examination of the property herein described and make no representation whatsoever concerning the legal title to the property unless the same is shown by a separate certificate signed by said attorney or attorneys.

Δ_3



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

****

Filed For Registration: 06/26/2001 03:57 PM

Book: RE 12375 Page: 689-692

Document No.: 2001103369

DEED 4 PGS $12.00

Recorder: MAXINE HAITH

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of JANET M. ENGLISH Notary is certified to be correct. This 26TH of June 2001

JUDITH A. GIBSON, REGISTER OF DEEDS By: Maxine A Haith
Deputy/Assistant Register of Deeds

****



2001103369

D4

46099 029-301-29

S&EC

Soil & Environmental Consultants, PA

PMB 291, 3020 E Prosperity Church Road · Charlotte, North Carolina 28269-7197 · Phone (704) 720-9405 · Fax: (704) 720-9406
www.SandEC.com

FACSIMILE SHEET
FAX NO. (704) 720-9406

DATE: 2/1/02 Project Number: 3-1079

TO: NAME: BILL MARLIN CC: _____

COMPANY: MECK CO. HEALTH DEPT _____

FAX NUMBER: (704) 336-6894 _____

FROM: WENDELL EVERSBY SUBJECT: JOHNSTON OCHLER SITE

The following items are being faxed. Number of pages including transmittal sheet: 4

____ For Your Comments/Approval
____ Per Our Conversation
____ Please Advise
____ Would Like To Discuss
X For Your Information
____ Per Your Request
____ Please Call
____ Please Handle

HARD COPY SENT:
____ US Regular Mail
____ Overnight
____ Hand Delivery
X No Hard Copy Sent

REMARKS: BILL HERE'S A WRITE-UP FOR THE SITE WE VISITED ON THURSDAY. I PLAN TO DO A LAYOUT SOON.

THANKS,

W ENDELL

IF YOU HAVE ANY QUESTIONS OR PROBLEMS WITH THIS TRANSMISSION, PLEASE CONTACT _____ AT (704) 720-9405.

CONFIDENTIALITY NOTICE

This transmission is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that any disclosure, distribution or copying of this information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone and return the faxed documents to us at the above address via the United States Postal Service.

Greensboro Office
3817-E Lawndale Drive
Greensboro, NC 27455
Phone (336) 540-8333

Hickory Area Office
710 Boston Road
Taylorsville, NC 28681
Phone (828) 635-8520

Raleigh Office
11010 Raven Ridge Road
Raleigh, NC 27614

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Soil & Environmental Consultants, PA

PMB 291, 3020-I Prosperity Church Road • Charlotte, North Carolina 28269-7197 • Phone: (704) 720-9405 • Fax: (704) 720-9406
www.SandEC.com

Copies of report by W. Overby

February 1, 2002
Project #5-1079

Theresa Clark
3900 Johnston Oehler Road
Charlotte, NC 28269

W. A. Marlin 2-4-02

Re: Soil/Site Evaluation at 4000 Johnston Oehler Road – Mecklenburg County, NC

Dear Ms. Clark:

This letter details the initial findings of Soil & Environmental Consultants, PA (S&EC) regarding on-site wastewater suitability on the above referenced property.

INITIAL FIELDWORK

On January 31, 2002 I met Mr. Bill Marlin from Mecklenburg County Health Department to evaluate soil areas via pits. The site was evaluated during moist soil conditions. From these observations, an evaluation of the site was developed, relative to subsurface disposal of wastewater. The soil/site evaluation criteria used is that contained in 15 A NCAC 18A .1900 "Laws and Rules for Sewage Treatment and Disposal Systems".

FINDINGS

This site is located in northeastern Mecklenburg County. Based on the earlier findings of Mr. Marlin the majority of the soils on the property were generally unsuitable for supporting subsurface septic systems due to soil wetness and expansive clay mineralogy. However, a small soil area at the very northern end of the property contained usable soil areas.

A brief description of the usable soils finds red (2.5YR 4/8), friable, non-expansive clay subsoils with angular blocky structure. The usable area contained soil derived from weathering of acid crystalline parent materials. However, as witnessed via soil pits the red usable soil material overlays unsuitable, olive-colored, expansive clay. The depth at which the expansive clay was encountered determined the usability of the area evaluated.

In all 4 pits were evaluated by Mr. Marlin and myself (see map). Pit 1 located in the upper right-hand corner of the tract contained 30 inches of usable material. Pit 2 located in the upper left-hand corner of the tract contained 38 inches of usable material. Soil areas near Pits 1 and 2 have the potential to support conventional septic systems. Pit 3 was located south of Pit 2 and contained 24 inches of usable material. Likewise, Pit 4 contained 24 inches of usable material on the northern side of the pit. Therefore, soil areas near Pits 3 and 4 have potential to support either Low Pressure-Pipe (LPP) or at-grade conventional septic systems.

LAYOUT

To determine the amount of drainline that can be supported in the usable soil area S&EC recommends a performing a septic system layout. Based on the loading rate (LTAR) determined by Mr. Marlin, S&EC can calculate with the layout whether a 3-bedroom septic system can be supported on the property or not. We will layout the upper portions of the lot (pits 1 and 2) first. It is possible a conventional initial system

can be supported if long lines can be laid out near pits 1 and 2. If insufficient conventional depth soils exist then an LPP or at-grade conventional system will be required.

It will be very important to find out the recordation date of the property with regards to the layout. If the current configuration (size) of the property has been the same pre-January 1, 1983 then 100% repair area will not be required. Therefore, the amount of usable soil needed for supporting a 3-bedroom residence will be cut in half if the repair is not required. Please find out the date of the recording and let us know what you find. Also before we perform the layout please mark a proposed house site either in the field or on a map that you can fax to us. This will be very important if the final system is an LPP system.

DESIGN

Once a layout has been performed S&EC can furnish the Health Department a site plan and design of the proposed septic system.

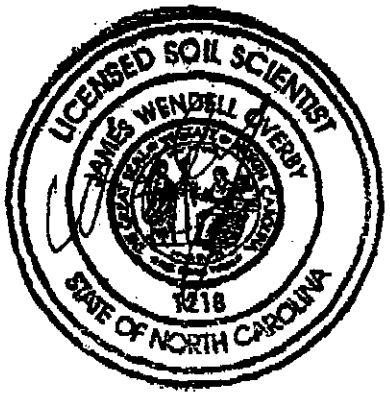
Soil & Environmental Consultants, PA is pleased to be of service in this matter and we look forward to assisting in any site analysis needs you may have in the future. Please feel free to call with any questions or comments.

Sincerely,

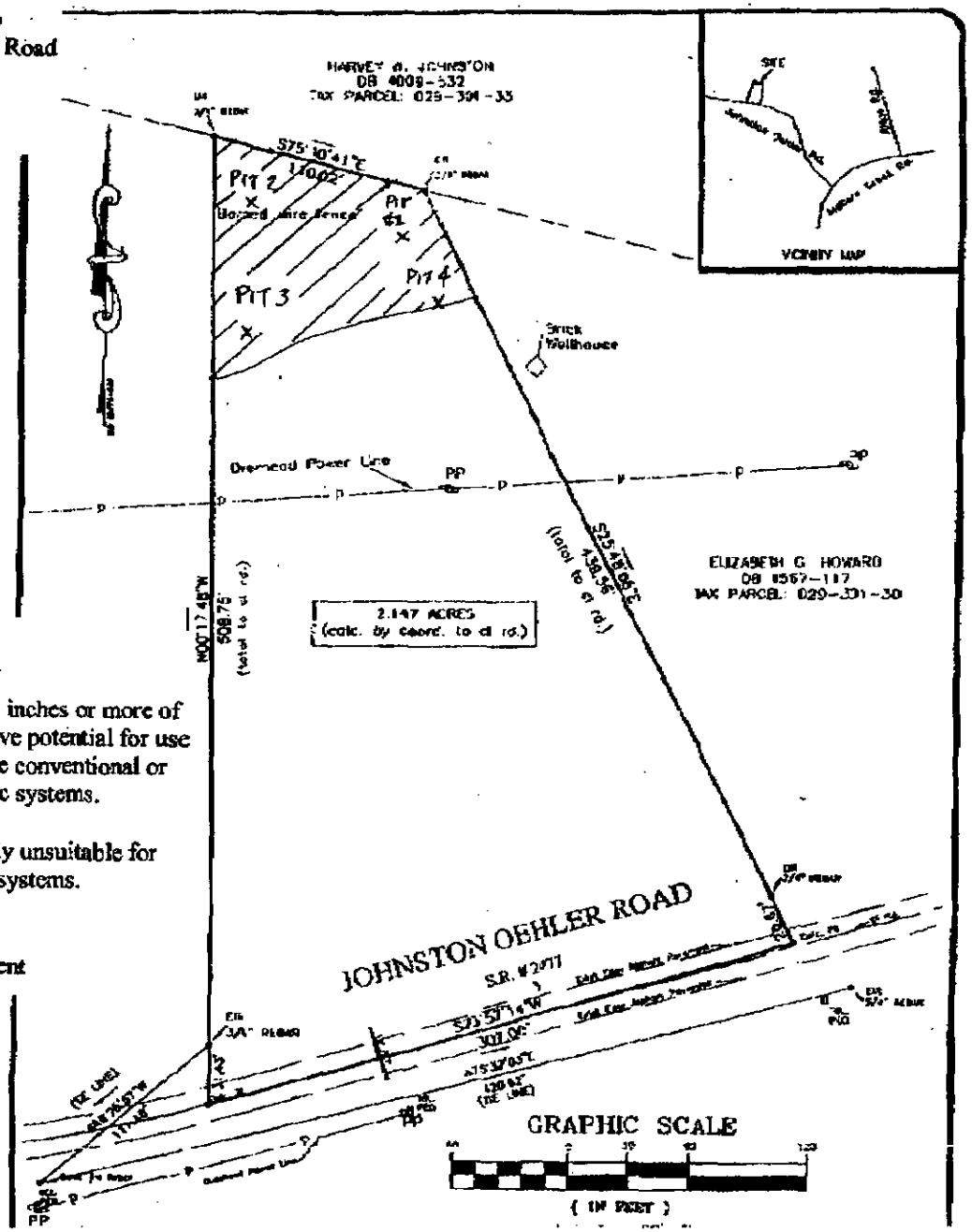
Wendell Overby
NC Licensed Soil Scientist

Encl: *Soil/Site Map*

*Cc: **Mecklenburg County Health Dept.***
Attn: Bill Marlin, L.S.S.
Via: Facsimile



Soil/Site Evaluation Sketch Map
Theresa Clark / Johnston Oehler Road
Mecklenburg Co., NC
S&EC #5-1079
February 2002



Soil areas with 24 inches or more of usable soil and have potential for use with LPP, at-grade conventional or conventional septic systems.

Soil areas generally unsuitable for subsurface septic systems.

*not a survey
*base map provided by client

LICENSED SOIL SCIENTIST
JAMES WENDELL OVERBY
1218
STATE OF NORTH CAROLINA

Deed reference:
DB 12375-689

Tax Parcel:
029-311-29

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

Sheet: 1
Property ID: 029-301-29
Lot #:
File #: 4689B
Code: 2

AC

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Theresa A. Clark
Applicant:
Address: 3900 Johnston Oehler Road, Charlotte, N. C. 28269
Date Evaluated: 11/27/01
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: .75a. Inv.
Location of Site: 4000 Johnston Oehler Road
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
	5-10								
1	LS	0-4	GR/SL	FR/SEXP/NS/NP	>13" To SOIL WETNESS	13+	N/A	NONE	US
		4-13+	ABK/C	VFI/EXP/VS/VP					
2	"	0-5	GR/SL	FR/SEXP/NS/NP	>22" TO SOIL WETNESS	22+	"	"	"
		5-22	ABK/C	VFI/EXP/VS/VP					
3	"	0-4	GR/SL	FR/SEXP/NS/NP	>39" TO SOIL WETNESS	39	"	"	PS, IV
		4-39	ABK/C	FI/SEXP/S/P					.15G/DAY/FT^2
4	"	0-3	GR/SCL	FR/SEXP/SS/SP	>36" TO SOIL WETNESS	36	"	"	US, IV
		3-24	ABK/C	FI/SEXP/S/P					
		24-36	ABK/PL/C	FI/SEXP/S/P					
5	"	0-6	GR/SL	FR/SEXP/NS/NP	.48" TO SOIL WETNESS	48	"	"	US. IV
		6-48	ABK/C	FI/SEXP/S/P					
		Some	Platy Structure	24-36"					
6	"	0-4	GR/SL	FR/SEXP/NS/NP	>41" TOL SOIL WETNESS	41	"	"	"
		4-41	ABK/C	FI/SEXP/S/P					
		Some	Platy Structure	30-40					
7	"	0-4	GR/SL	FR/SEXP/NS/NP	>30" TO SOIL WETNESS	30	"	"	US, IV
		4-13	SBL/SCL	FR/SEXP/SS/SP					.15G/DAY/FT^2
		13-30"	ABK/C	FI/SEXP/S/P					

Description	Initial System	Repair System
Available Space (.1945)	US	US
System Type(s)		
Site LTAR		

Other Factors (.1946): _____
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 11/28/01, W. R. Marlin
Others Present:

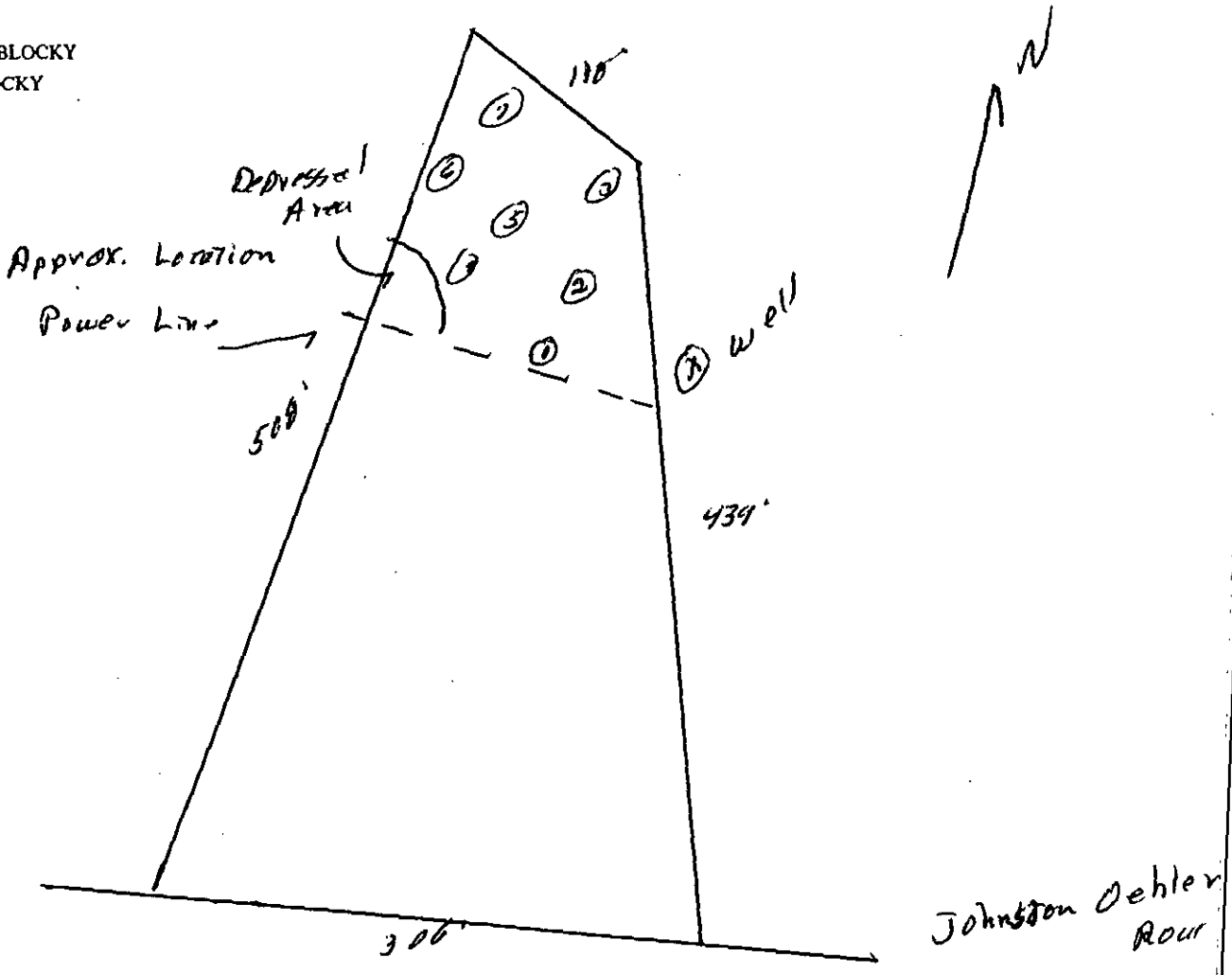
FILE # 46890

COMMENTS Not sure if tract is 100 % Wabash

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR
R-RIDGE	I	S-SAND	1.2-0.8
S-SHOULDER SLOPE		LS-LOAMY SAND	
L-LINEAR SLOPE			
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6
N-NOSE SLOPE		L-LOAM	
H-HEAD SLOPE			
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM	
T-TERRACE		CL-CLAY LOAM	
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM	
	IV	SC-SANDY CLAY	0.4-0.1
		SIC-SILTY CLAY	
		O-ORGANIC	

CONSISTENCE MOIST	CONSISTENCE WET
VFR-VERY FRIABLE	NS-NON-STICKY
FR-FRIABLE	SS-SLIGHTLYSTICKY
FI-FIRM	S-STICKY
VFI-VERY FIRM	VS-VERY STICKY
EFI-EXTREMELY FIRM	NP-NON-PLASTIC
	SP-SLIGHTLYSTICKY
	P-PLASTIC
	VP-VERY PLASTIC

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



FEE: _____

DATE: _____

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

Part 2 700 - CK 4985 7/9/01

1 1 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 #: 46890

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 029-301-29

STREET ADDRESS: 4000 Johnston Oehler Road

SUBDIVISION OR MOBILE HOME PARK NAME: N/A

LOT NUMBER: N/A

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: 1288

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 1

CLOSING DATE_____

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

PROPERTY OWNER:

NAME: Clark, Theresa A.
(LAST) (FIRST) (MI)

ADDRESS: 3900 Johnston Oehler Rd

CITY: Charlotte STATE: NC ZIP: 28269

DAYTIME PHONE: (704 547-1140

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? June, 2001

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 Theresa A. Clark DATE: July 9, 2001

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

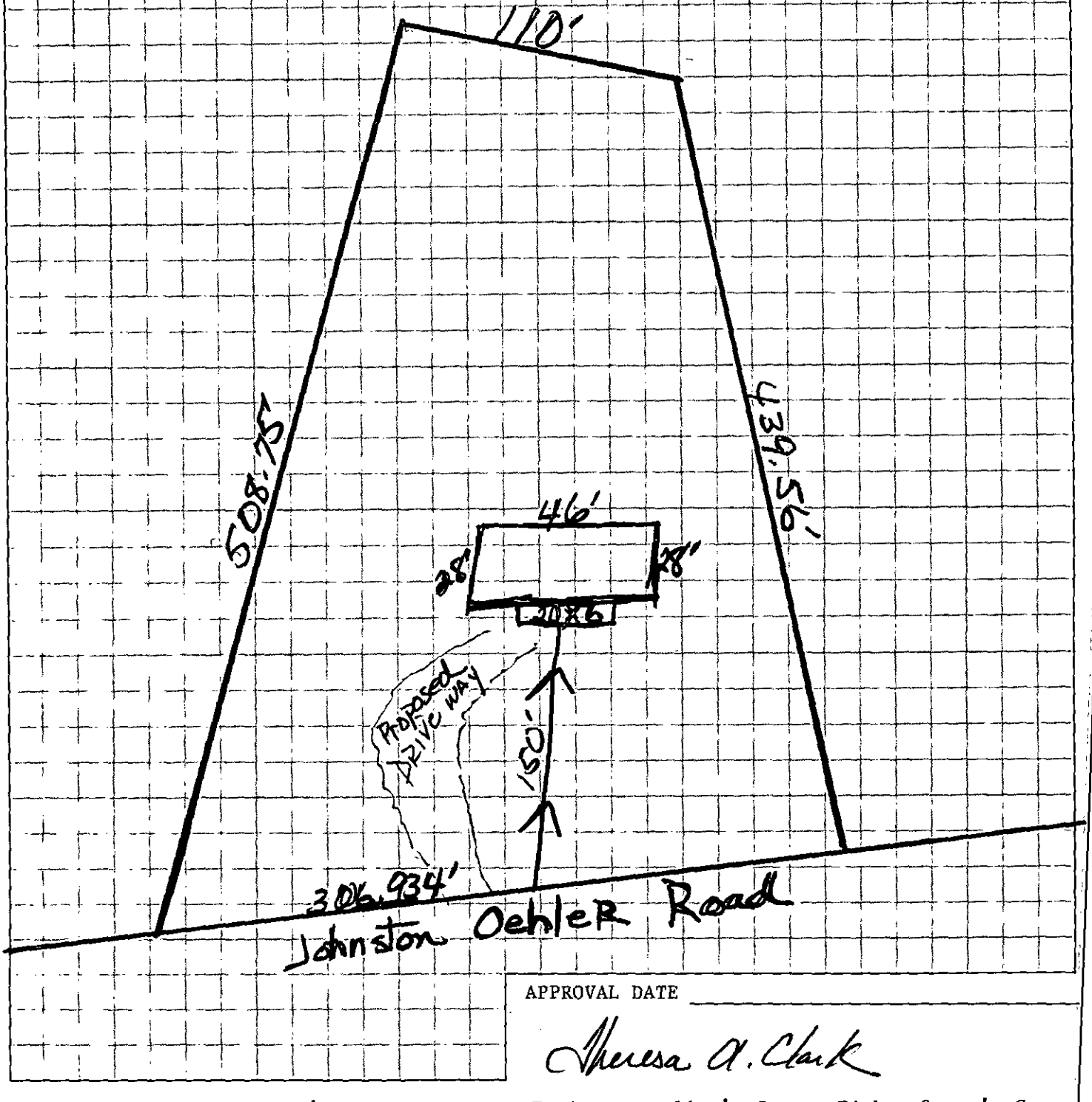
PROPOSED PLOT PLAN

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

FILE: _____

TC: _____

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.



APPROVAL DATE _____

Theresa A. Clark

White - Health Department's Copy Canary - Environmentalist's Copy Pink - Owner's Copy