

4007 WILD NURSERY CT

10515344

12/31/2007

duponbj

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

FEE: _____

DATE: _____

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

[ ] CRT

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

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

FILE #: 27855

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 10515344

STREET ADDRESS: 4007 WILD NURSERY CT

SUBDIVISION OR MOBILE HOME PARK NAME: PRESTON FOREST

LOT NUMBER:

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:

NUMBER OF BEDROOMS:

NUMBER OF OCCUPANTS:

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: OLIVER KEVIN
(LAST) (FIRST) (MI)

ADDRESS: 4007 WILD NURSERY COURT

CITY: CHAR STATE: NC ZIP: 28215

DAYTIME PHONE: 704 509 - 0623

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: _____ DATE: 6/27/03

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

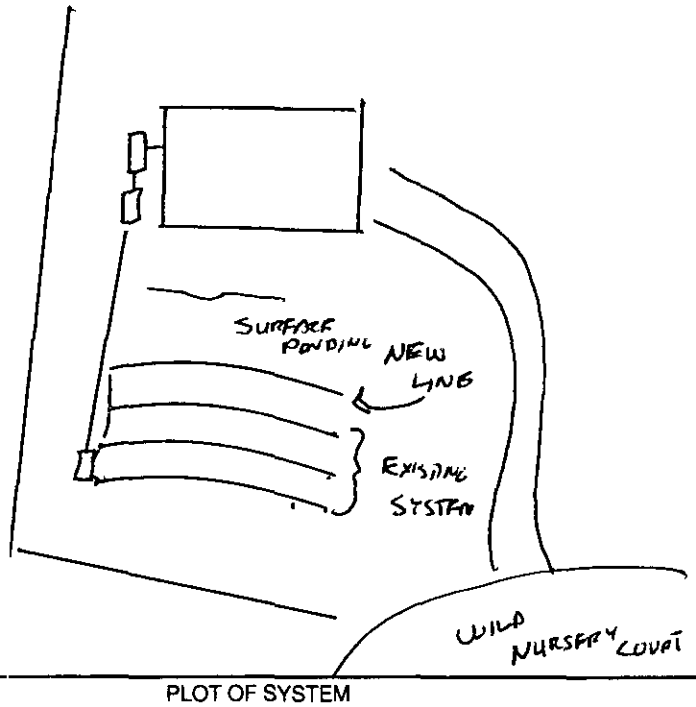
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2785B DATE: 6-27-03

TC: 105153 44 ☑ L

SERIAL 19420

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 6-27-03. 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 EXIST gallons

Liquid Capacity of Dosing Tank _____ gallons

Tank Construction _____

Trench Depth _____

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous YES

Total Line Length 100' feet

Number of Lines 1

Depth of Stone NA inches

Distance from House _____ feet

Distance from Property Line 10 feet

Distance from Well 250 feet

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

NAME OF OWNER KEVIN OLIVER

LOCATION OF PROPERTY 4007 WILD NURSERY COURT

Comments: (1) INSTALL 100 TYPE III-G ENNUMATOR "E 2" FLOW LINE. (2) GRADE FRONT YARD TO ELIMINATE PONDING OF SURFACE PONDING. (3) CLEAN EFFLUENT FILTER.

Environmental Health Specialist

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 2785B DATE: 6-27-03

TC: 10515344 ☑ L ☐ CRT

SERIAL 19291

Name of Owner KEVIN OLIVER Juris.: _____

Address of Property 4007 WILD NURSERY COURT

Inspection Data:

Tank Material EXISTING

Total Length of Drainfield _____

Number of Lines 1 @ 100

Cover Depth 12"

Water Supply Source MUNICIPAL

Distance to Water Source >100'

Excavation Inspected 6-27-03

Tank(s) Inspected 6-27-03

Wash Line Inspected —

High Water Alarm Inspected —

SEE INSTALLATION

PLOT

Design REPAIR 100' OF EZ FLOW REPAIR CTR# REPAIR EVAL

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 - R, G

Environmental Health Specialist

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 2785 B DATE: 9-21-01

TC: 105-153-33 44 ☒ L ☒ CRT

SERIAL Nº 18696

Name of Owner: KEVIN OLIVER Juris.:

Address of Property: 4007 4008 WILD NURSERY COURT

Inspection Data:

Tank Material: 1500

Total Length of Drainfield: 300

Number of Lines: 3 @ 100'

Cover Depth: 12"

Water Supply Source: MUNICIPLE

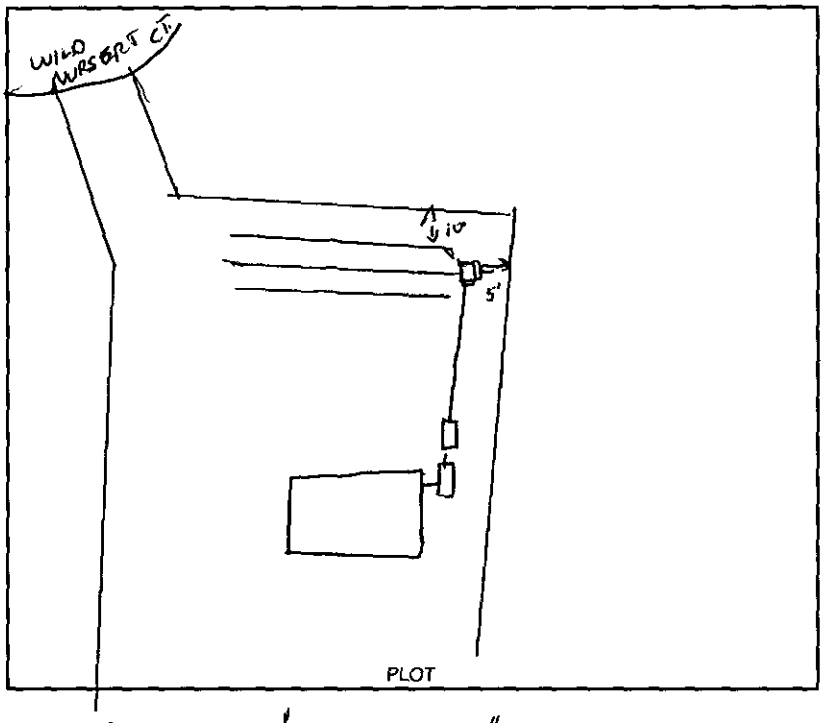
Distance to Water Source: >10'

Excavation Inspected: 9-21-01

Tank(s) Inspected: 9-21-01

Wash Line Inspected: —

High Water Alarm Inspected: 10/8/01



Design 1500 ST 1000 DT 1200 SFT INNOVATIVE EG 22 LN" CTR# REIDE EUDY

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: 9-21-01 - NEED TO INSPECT ELECTRICAL CONTROLS

PRESSURE MANIFOLD INSTALLED

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

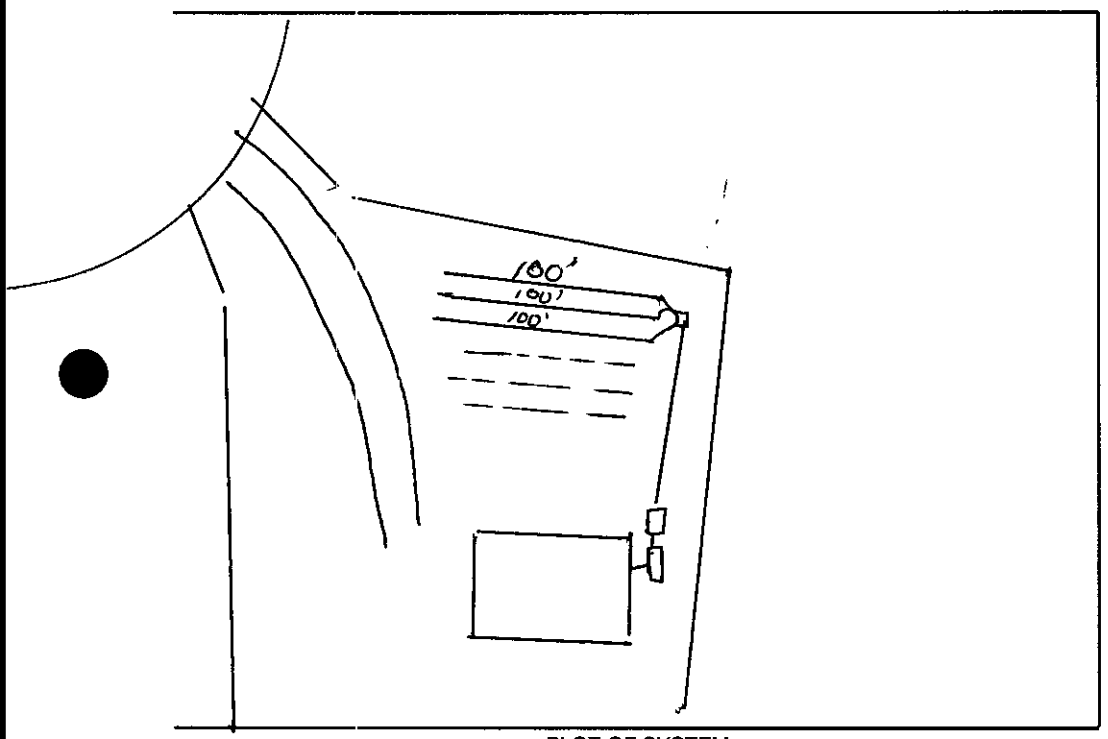
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2785B DATE: 9-14-01

TC: 105-153-33 ☐ L

SERIAL Nº 18829

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 12-4-98. All work shall be completed on or before _____, after which date this permit shall be null and void. The system shall meet all of the construction requirements of I5A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank 1000 gallons

Tank Construction PCC

Trench Depth 3

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous 30"

Total Line Length 300 feet

Number of Lines 3

Depth of Stone NA inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well >50' feet

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

NAME OF OWNER KEVIN OLIVER

LOCATION OF PROPERTY 4007 WILD NURSERY COURT

Comments: (1) REQUIRES TYPE III-6 INNOVATIVE INSTALLATION

(2) DESIGN IS FOR A 3 BEDROOM RESIDENCE

Environmental Health Specialist

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

paid in full CK # 1894 AC X

FEE: 300- AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION
DATE: 4/27/01 VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

DATE: 4-23-01 ~~4008~~ 4009 PERMIT NO: 2285B
PARCEL NO: 105-153-~~15~~14
JOB LOCATION ADDRESS: 4009 WILD NURSERY CT
PROPERTY OWNER: KEVIN OLIVER
BUILDING CONTRACTOR:
SUBDIVISION NAME: PRESTON FOREST, LOT #8
AUTHORIZATION ISSUED BY: [signature] DATE: 4-23-01
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2285B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED **PRIOR** TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: _____

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

X [signature] 4/27/01
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

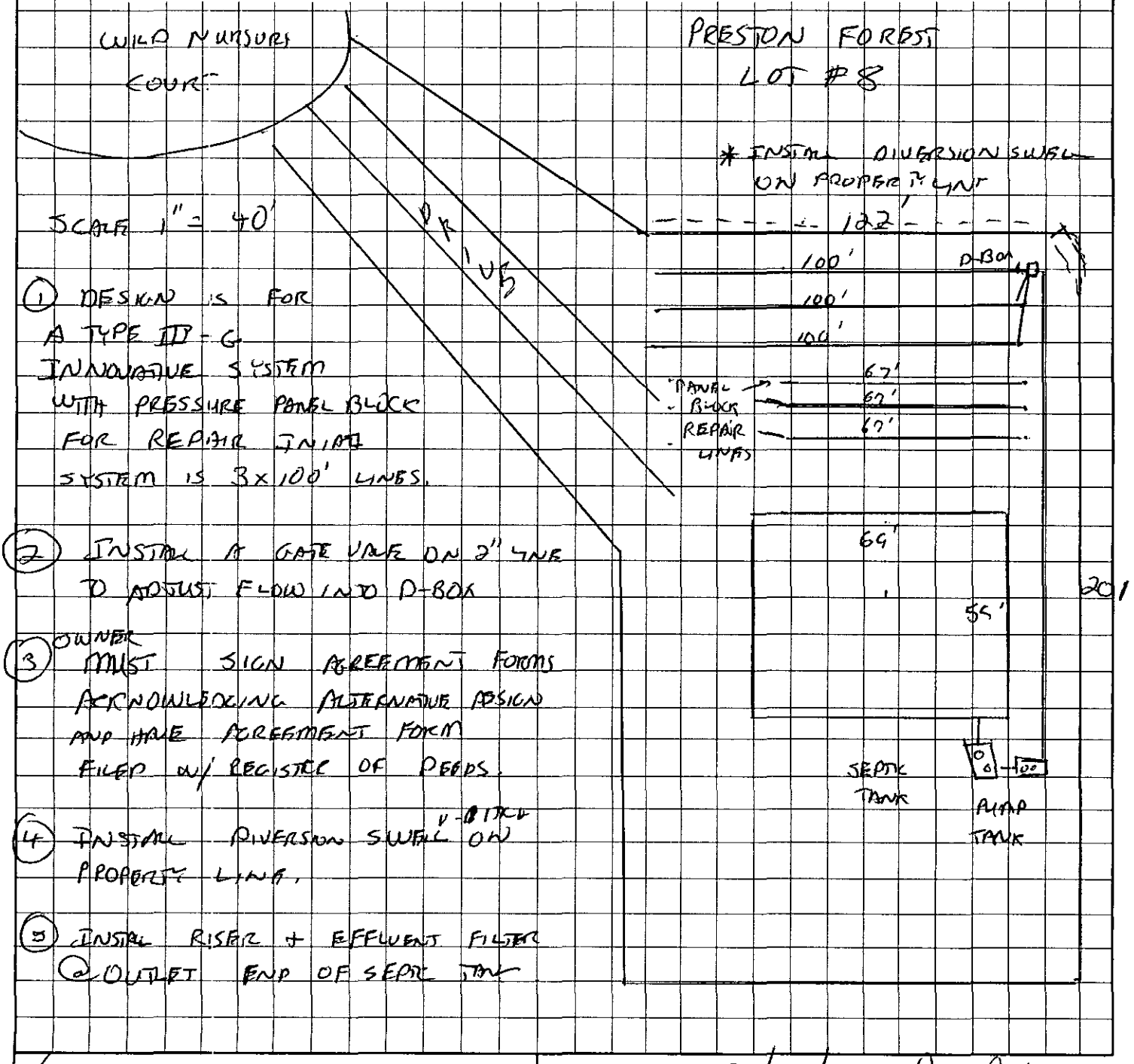
PROPOSED PLOT PLAN

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

FILE: 2785 B

TC: 105-153-~~40~~ 10

Draw in anc 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.



(1) DESIGN IS FOR A TYPE III-G INNOVATIVE SYSTEM WITH PRESSURE PANEL BLOCK FOR REPAIR. INITIAL SYSTEM IS 3x100' LINES.

(2) INSTALL A GATE VALVE ON 2" LINE TO ADJUST FLOW INTO D-BOX

(3) OWNER MUST SIGN AGREEMENT FORMS ACKNOWLEDGING ALTERNATIVE DESIGN AND HAVE AGREEMENT FORM FILED W/ REGISTER OF DEEDS.

(4) INSTALL DIVERSION SWALE ON UP-HILL PROPERTY LINE.

(5) INSTALL RISER + EFFLUENT FILTER @ OUTLET END OF SEPTIC TANK

OWNER/AGENT SIGNATURE

DATE 2/19/99

APPROVAL DATE 2/19/99

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

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 2785.B

Tax Number: 105-153-44

- 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 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
MUNICIPAL Serviced by private well	1500 Gallon septic tank	300 Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	1000 Gallon pump tank	N/A Depth of stone		
Any surface waters present:	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions: (1) AGREEMENT FORMS TO BE SIGNED & FILED W/ REGISTER OF DEEDS (2) INSTALL RISER AND EFFLUENT FILTER OVER OUTLET END OF TANK				
Repair Area System Type Type (circle one): I II (III) IV V VI	X Conventional Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
1200 Absorption Area (Sq ft) 200 Total Trench Length (Ft)	N/A Depth of Stone Trench	8' 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 2/19/99

X [signature] — Owner/Agent Signature — Date 2/19/99

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

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

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2001 NOV 15 12:57 PM
BOOK:12890 PAGE:965-968 FEE:$12.00
INSTRUMENT # 2001201307

FILE # 2785B
PARCEL # 105-155-04
4007

The undersigned, Denise Oliver (704-509-0623), owner of property located at ~~4008~~ 4007 Wild Nursery Ct, (the "site") and described in an instrument recorded in Book 10272 at Page 214, 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: Denise Oliver
Mail after recording to: 4007 Wild Nursery Ct
Charlotte, NC 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 _____ day of _____, 199__.

_____ (Corporate Name)

By: _____

_____ President

ATTEST:

_____

_____ Secretary

(Corporate Seal)

Denise Oliver (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Sharon G. Washington, a Notary Public for said County and State, do hereby certify that DENISE OLIVER Denise Oliver personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 3rd day of May, ~~199~~ 2001

SHARON G. WASHINGTON NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

Sharon G. Washington
Notary Public

My Commission Expires:
March 12, 2003

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

****

Filed For Registration: 11/15/2001 12:57 PM

Book: RE 12890 Page: 965-968

Document No.: 2001201307

PRMIT 4 PGS $12.00

Recorder: MAXINE HAITH

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of SHARON G. WASHINGTON Notary is certified to be correct. This 15TH of November 2001

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

****

2001201307



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, DO HEREBY CERTIFY THIS TO BE A TRUE COPY OF DOCUMENT FILED AND RECORDED

IN BOOK 12890 PAGE(S) 965-968

THIS 15th DAY OF November 2001

JUDITH A. GIBSON, REGISTER OF DEEDS

BY: Maxine L. Faith

DEPUTY REGISTER OF DEEDS

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

AS Complete #2

Sheet: _____
Property ID: 197-012-141
Lot #: _____
File #: 10446

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Jeffrey A. Richard APPLICANT: _____
ADDRESS: 1406 Jeberview Dr, Penerell DATE EVALUATED: 11-3-99
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 440 gpd/ PROPERTY SIZE: _____
LOCATION OF SITE: 11431 Penhill Dr. PROPERTY RECORDED: _____
WATER SUPPLY: ☐Private ☒Public ☐Well ☐Spring ☐Other _____
EVALUATION METHOD: ☐Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☒Sewage ☐Industrial Process ☐Mixed

PROFILE #	Slopes 6-12% .1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS	0-3"	gr/scl	Fr/SEXP/SS/SP	46" TO SOIL WETNESS	46"+	N/A	None	PS .39/ft² IV
		3-46"	SBK/c	Fi/SEXP/S/P					
2	LS	0-4	gr/scl	Fr/SEXP/SS/SP	46" TO SOIL WETNESS	46"+	N/A	None	PS .39/ft² IV
		4-46"	SBK/c	Fi/SEXP/S/P					
3	LS	0-5"	gr/scl	Fr/SEXP/SS/SP	46" TO SOIL WETNESS	46"+	N/A	None	PS .39/ft² IV
		5-46"	SBK/c	Fi/SEXP/S/P					
4	LS	0-4"	gr/scl	Fr/SEXP/SS/SP	46" TO SOIL WETNESS	46"+	N/A	None	PS .39/ft² IV
		4-46"	SBK/c	Fi/SEXP/S/P					
5	LS	0-2"	gr/scl	Fr/SEXP/SS/SP	46" TO SOIL WETNESS	46"+	N/A	None	PS IV .39/ft²
		2-46"	SBK/c	Fi/SEXP/S/P					
6	LS	0-3"	gr/scl	Fr/SEXP/SS/SP	46" TO SOIL WETNESS	46"+	N/A	None	PS IV .39/ft²
		3-46"	SBK/c	Fi/SEXP/S/P					
7	LS	0-2"	gr/cl	Fr/SEXP/SS/SP	46" TO SOIL WETNESS	46"+	N/A	None	PS .39/ft² IV
		2-46"	SBK/c	Fi/SEXP/S/P					

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W. R. Marlin LSS 11-4-99
OTHER(S) PRESENT: _____

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

Sheet: 2

Property ID:

Lot #:

File #: 10446

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: APPLICANT:

ADDRESS: DATE EVALUATED:

PROPOSED FACILITY: PROPOSED DESIGN FLOW (.1949) PROPERTY SIZE:

LOCATION OF SITE: PROPERTY RECORDED:

WATER SUPPLY: ☐Private ☐Public ☐Well ☐Spring ☐Other

EVALUATION METHOD: ☐Augur Boring ☐Pit ☐Cut

TYPE OF WASTEWATER: ☐Sewage ☐Industrial Process ☐Mixed

PROFILE #	.1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941)		OTHER PROFILE FACTORS				PROFILE CLASS &LTAR
			.1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE MINERALOGY	.1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	
8	LS	0-3"	gr/sc/	Fr/SE×P/ss/sp	7 40" TO soil wetness	40"	N/A	None	PS .39 IV
		3-40"	sbk/c	Fi/SE×P/s/p					
9	LS	0-9"	gr/sc/	Fr/SE×P/ss/sp	7 42" TO soil wetness	42"	N/A	None	PS .391 IV
		9-33"	sbk/c	Fi/SE×P/s/p					
		33-42"	sbk/c/	Fr/SE×P/ss/sp					
10	LS	0-4"	gr/l/	Fr/SE×P/ss/sp	7 33" TO soil wetness	33"	N/A	None	US .2759 IV
		4-33"	sbk/c	Fi/SE×A/s/p					

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

OTHER FACTORS (.1946):

SITE CLASSIFICATION (.1948):

EVALUATED BY:

OTHER(S) PRESENT:

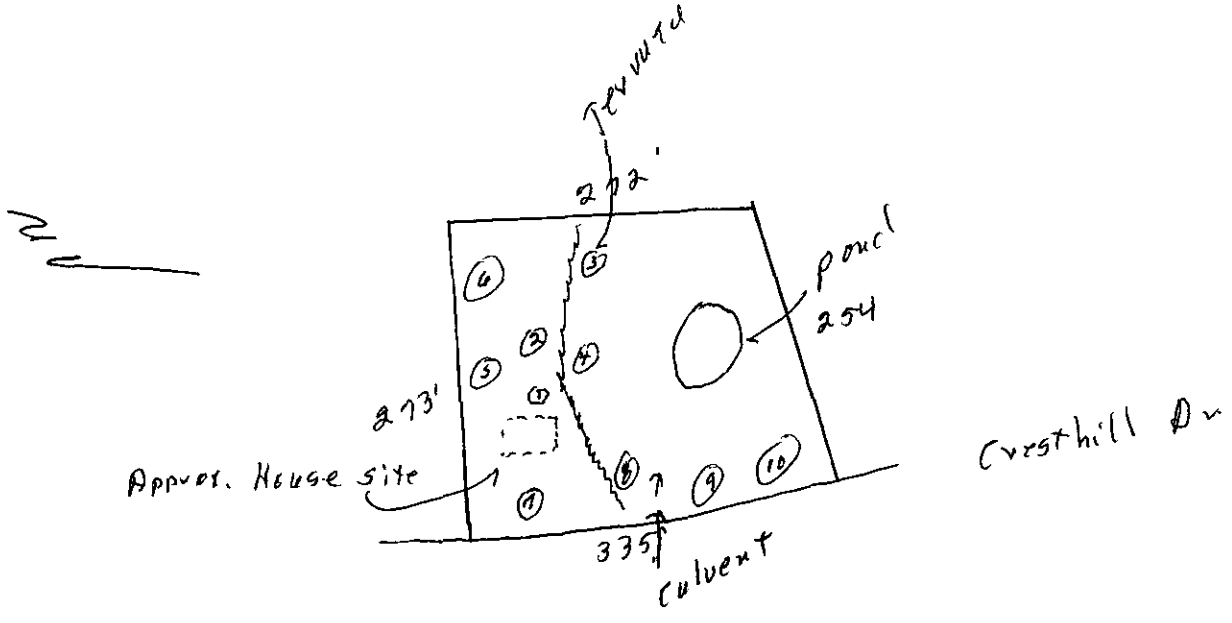
FILE # 10446

COMMENTS system may need pump & subsurface interceptor drain

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	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: $100.00 CK 1776

DATE: 12/4/98

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

[ ] CRT

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

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

FILE #: 2785B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION: 44

TAX/PARCEL NUMBER: PO 105-153-35

STREET ADDRESS: Lot 8 Wild Nursery Rd

SUBDIVISION OR MOBILE HOME PARK NAME: Preston Forest Subdivision

LOT NUMBER: 8

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2,700

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 3

FOUNDATION FOR RESIDENCE:

- [ ] WITHOUT BASEMENT
- [X] ON SLAB
- [ ] CRAWL SPACE
- [ ] WITH BASEMENT /PLUMBING
- [ ] WITH BASEMENT /NO PLUMBING

TOWNSHIP (CHECK ONE):

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

CLOSING DATE JANUARY 4th

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

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

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:

NAME: (LAST) Starnes (FIRST) Doug (MI)

ADDRESS: 3925 Bellingham Ln

CITY: Charlotte STATE: NC ZIP: 28215

DAYTIME PHONE: (704) 561 - 5380

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) Oliver (FIRST) Kevin (MI) P

DAYTIME PHONE: (704) 353 - 1381

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: [signature] DATE: 12/4/98

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

CHARGE

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION

Charge Slip

Date: 12/4/98

Name/Company: Kevin Oliver

Sanitation _____

Vector Control _____

IWWS ✓

Service: New IP 2785B
Wild Nursery Rd
Lot 8

Recpt 11542

Fee: $ 100.00 (Ck#1961)

NOTICE:

A processing fee of $20.00 will be charged for all returned checks in accordance with N.C. General Statute 25-3-512.

Judy Kiser
Completed by

Natalie Y. Jones
Collected by

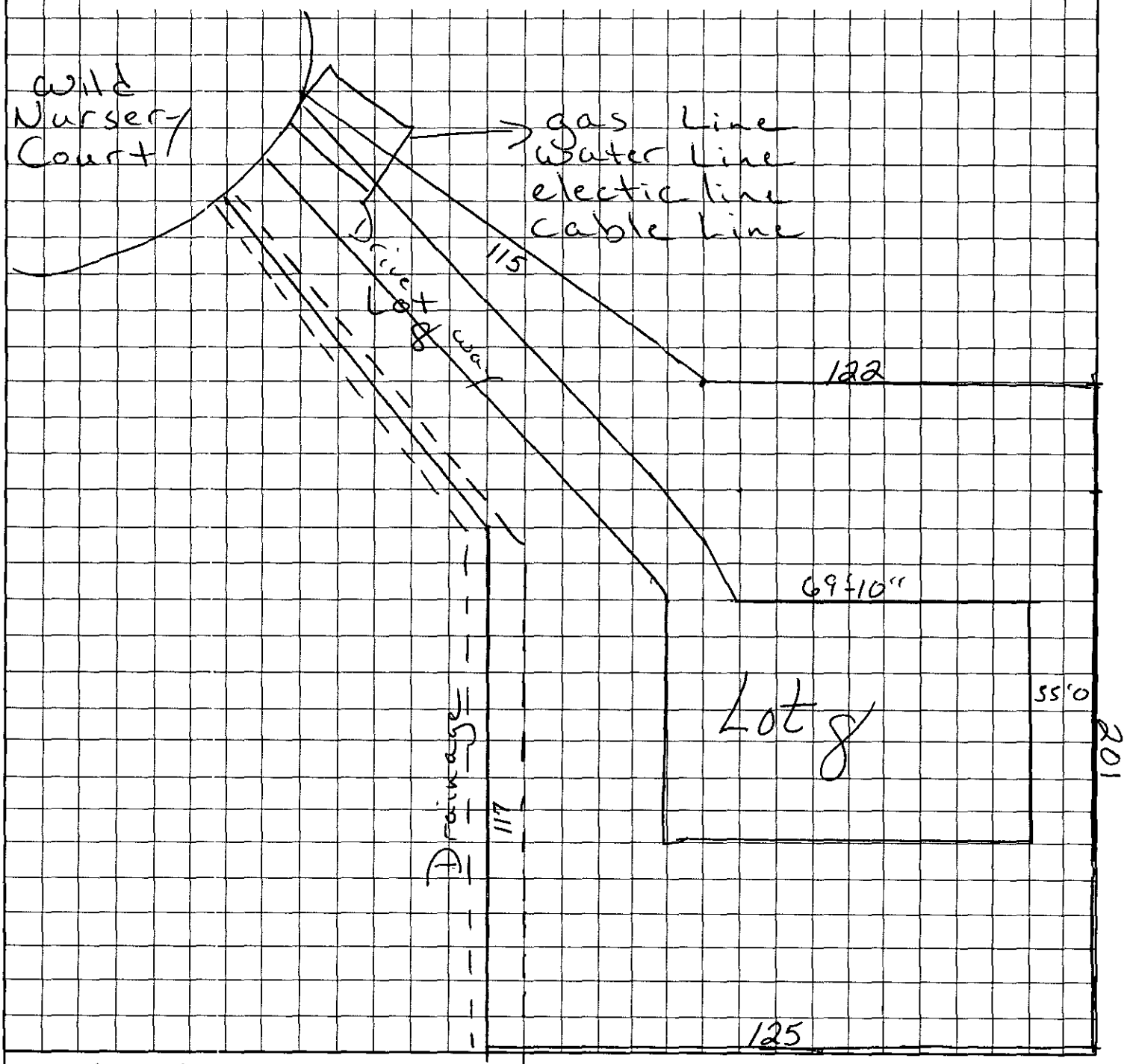
PROPOSED PLOT PLAN

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

FILE: 2785B

TC: PD.105-155.33

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



OWNER/AGENT SIGNATURE

DATE 12/4/98

APPROVAL DATE _____

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

27858

ADDITIONAL PROVISIONS ADDENDUM

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract. Those provisions marked "N/A" shall not apply.

1. X NO **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to Judi Crisafulli, on or before 9:00 ☐AM ☒PM, on 11-23-98, or until withdrawn by the Buyer, whichever occurs first.

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

3. X NO **SEPTIC TESTS:** This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department, that the Property is "SUITABLE" for a conventional ground absorption sewage system for a 4 bedroom home, or 2700 Sq ft. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of Dec 16, 1998

4. X NO **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for 4 bd 2½ bath - 2700 sq ft. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of Dec 16, 1998
Buyer Buildee Actermans To Also Approve soil for Footings.

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

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

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

Century 21. Hecht Realty, Inc.

OFFER TO PURCHASE AND CONTRACT

885 N. Hwy. 16
Denver, NC 28037

19300 Statesville Rd.
Cornelius, NC 28031

Kevin and Denise Olver, hereby offers to purchase and STARNES ENTERPRISES INC, as Buyer, 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 CHARLOTTE, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address Lot 8 Wild Nursery - Preston Forest Sub. Zip 28215
Legal Description: TAX MAP 10515333001 6 ACRE
(☐ 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: 37,000 NO 12/1/98 N/A

4. PURCHASE PRICE: The purchase price is $ ~~37,000~~ _____.
(a) $ 500. EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ and shall be paid as follows: to be deposited and held in escrow by Caldwell Bankers Flahause, Realtors 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) $ -0-, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than N/A.
(c) $ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ N/A 36,500, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 36,500, 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 N/A, effective through the date of closing, for a loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☒ Other CASH of _____ for a term of N/A year(s), at an interest rate not to exceed _____% 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: None
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, ...

12. PROPERTY DISCLOSURE AND INSPECTIONS:
(a) Property Disclosure:
☐ Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.
☐ Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.
☒ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) RURAL LAND
☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)
(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before N/A

must be completed on or before _____. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

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

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

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

13. REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing. JAW KO 12/1/95

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before ~~Dec 22~~, 1998, at a place designated by Buyer. The deed is to be made to KEVIN P. OLIVER AND DENISE A. OLIVER

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

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

SEE Attached Addendum - Provisions Addendum
Seller To WALK Boundries with Buyers
Buyers plans To BE Approved By Committee (Attached)

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

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

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

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

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

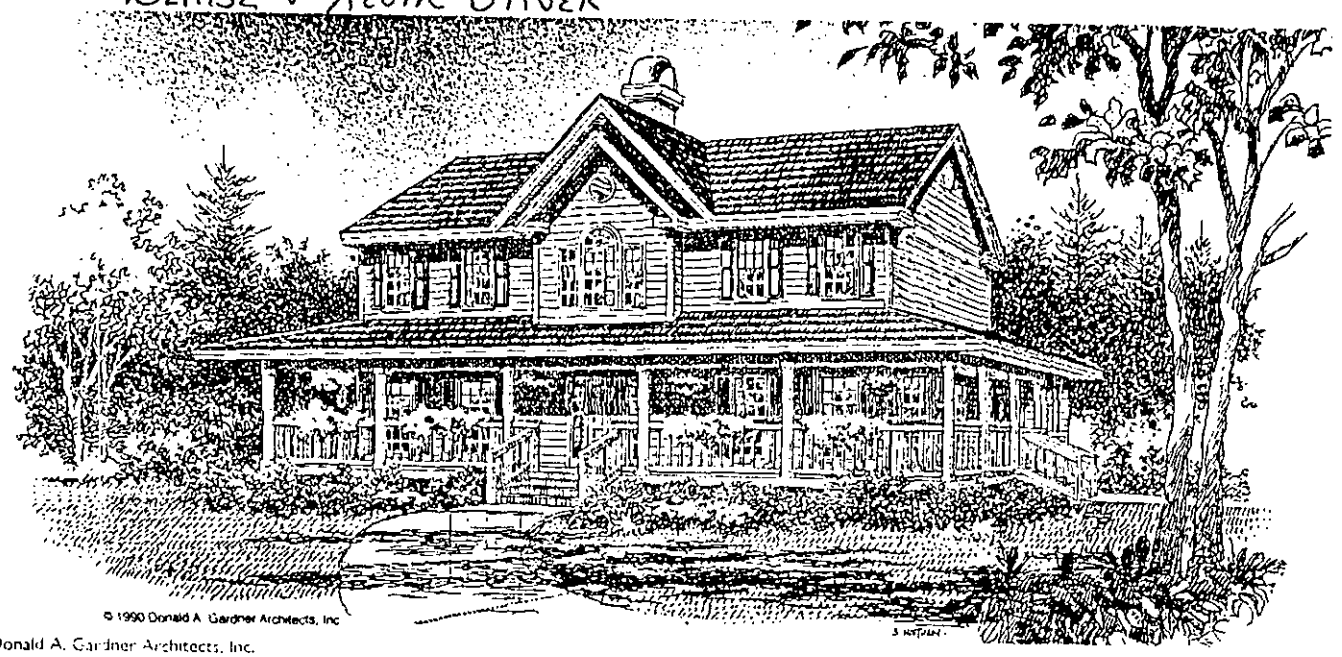
22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker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

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

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

_____ (SEAL)

Denise + Kevin Oliver

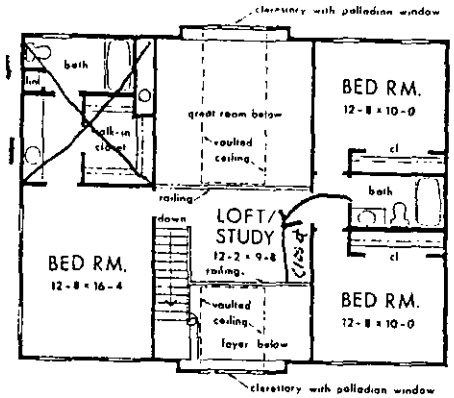


Donald A. Gardner Architects, Inc.

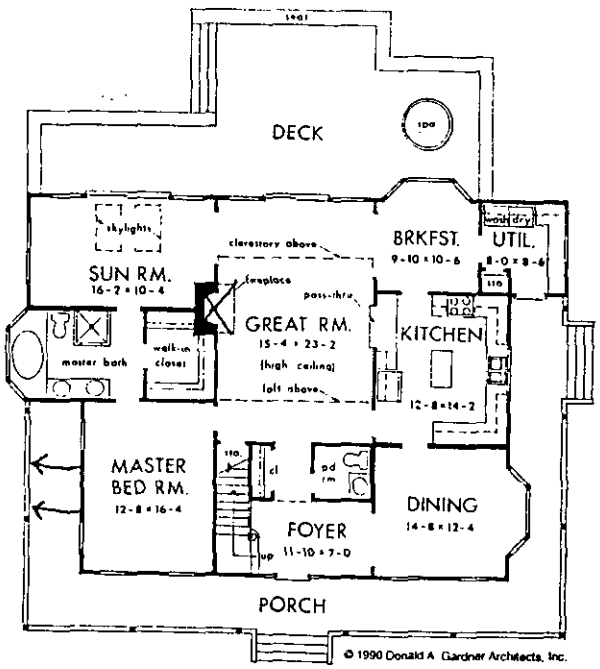
TO ORDER BLUEPRINTS OF THESE HOUSES,
CALL (800) 336-2074 FAX (800) 224-6699 OR
MAIL THE FORM ON PAGE 203

BEDROOMS: 4
BATHROOMS: 3½
LIVING AREA, First Floor: 1,734 sq. ft.
Second Floor: 958 sq. ft.
TOTAL LIVING AREA: 2,692 sq. ft.
DIMENSIONS: 55'-0" X 59'-10"

A wraparound covered porch at the front and sides of this home and an open deck with spa and seating provide plenty of outside living area. A central great room features a vaulted ceiling, fireplace and clerestory windows above. The loft/study on the second floor overlooks this gathering area. Besides a formal dining room, kitchen, breakfast room and sun room on the first floor, there is also a generous master suite with garden tub. Three second-floor bedrooms complete the sleeping accommodations.



SECOND FLOOR



FIRST FLOOR

BUYER AGENT'S CONFIRMATION OF REAL ESTATE AGENCY RELATIONSHIP AND COMPENSATION AGREEMENT

If selling agent is acting as a Dual Agent, do not use this form. This document accompanies the Offer to Purchase and Contract prepared by the Buyer Agent. It confirms to the Listing Agent and/or Seller the agency relationship between the Selling Agent and the Buyer in this transaction. This document is presented to the Seller prior to any review of the Offer to Purchase and Contract.

THIS DOCUMENT IS NEITHER AN ADDENDUM TO NOR A PART OF THE OFFER TO PURCHASE AND CONTRACT. IT IS A CONTRACT BETWEEN THE LISTING AGENT AND/OR SELLER AND THE BUYER AGENT ONLY AND SHALL NOT BE CONSTRUED TO AFFECT OR MODIFY ANY LISTING AGREEMENT ENTERED INTO BETWEEN THE LISTING AGENT AND THE SELLER.

Regarding the attached Offer to Purchase and Contract dated 11-22, 1998, between Kevin & Denise Oliver (Buyer), and Starnes Enterprises, Inc (Seller), for Lot 8 .60ac Wild Nursery (Preston Forest Sub) (Property).

The following agency relationship is hereby confirmed for the above transaction:

THE SELLING AGENT IS ACTING SOLELY AS THE AGENT OF THE BUYER, and in this capacity:

(a) Has not acted as the agent or subagent of the Seller or the Listing Agent;
(b) Owes fiduciary duties only to the Buyer in this transaction; and
(c) Has NOT acted as a dual agent for Seller and Buyer.

If subject property is or was listed with a multiple listing service, such listing shall not create any agency relationship between Buyer Agent and either Seller or Listing Agent. Buyer Agent hereby expressly rejects any implied or express offer by Seller or Listing Agent of any agency or subagency relationship.

FEE ARRANGEMENT: Seller authorizes Listing Agent to share its fee with Buyer Agent. Payment of said fee to Buyer Agent shall not create any agency or subagency relationship between Buyer Agent and either Seller or Listing Agent. **Buyer Agent shall not receive any undisclosed real estate brokerage fee in this transaction.** Buyer Agent shall be paid by Listing Agent and/or Seller as follows:

Buyers agent 5%

OTHER FEE DISCLOSURES: _____

Buyer 11/22/98 Date Buyer 11/22/98 Date

Buyer Agent (Firm) C-21 Heart Realty

By: _____ Date 11-22-98

The Listing Agent and/or Seller(s) whose signatures appear below hereby acknowledge that Seller has read and agreed to the terms of this Confirmation of Real Estate Agency Relationship and Compensation Agreement before reviewing any written Offer to Purchase and Contract from Buyer.

William A Starnes 11/23/98
Seller Date Seller Date

Listing Agent (Firm) _____

By: _____ Date _____

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

PROPERTY ID #: 0105-15-3444
Lot # : 8
File # : 27853

#2 100

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

APPLICANT: Vernon P. Glover
OWNER: Doug Werner
DATE EVALUATED: 12-21-98
ADDRESS: 3925 Bellingham Lane, Charlotte
PROPERTY SIZE: Approx. 75
PROPOSED FACILITY: residence
PROPOSED DESIGN FLOW (.1949): 440gpd
PROPERTY RECORDED:
LOCATION OF SITE: Weed Nursery
WATER SUPPLY: ☐ Private ☑ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 6-15% .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	Ridge	0-4"	gr/scl	Fr/SEXPlSS/SP	>46" To Soil Wetness	46"	NH	None	PS .39 f_2 IV
		4-40	SBK/C	Fr/SEXPl S/P					
		40-46	SBK/SCl						
2	LS	0-6"	gr/scl	Fr/SEXPlSS/SP	>41" To Soil Wetness	41"	NH	None	PS .39 f_2 IV
		6-37"	SBK/Sc	Fr/SEXPl S/P					
		37-41	SBK/SCl	Fr/SEXPlSS/SP					
3	LS	0-3"	gr/scl	Fr/SEXPl S/SP	>46" To Soil Wetness	46"	NH	None	PS
		3-41"	SBK/C	Fr/SEXPlSLD					
		41-48	SBK/SCl	Fr/SEXPl S/SP					

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

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: V. R. Medlin 12-23-98
OTHER(S) PRESENT: LSS

2285B

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	

