

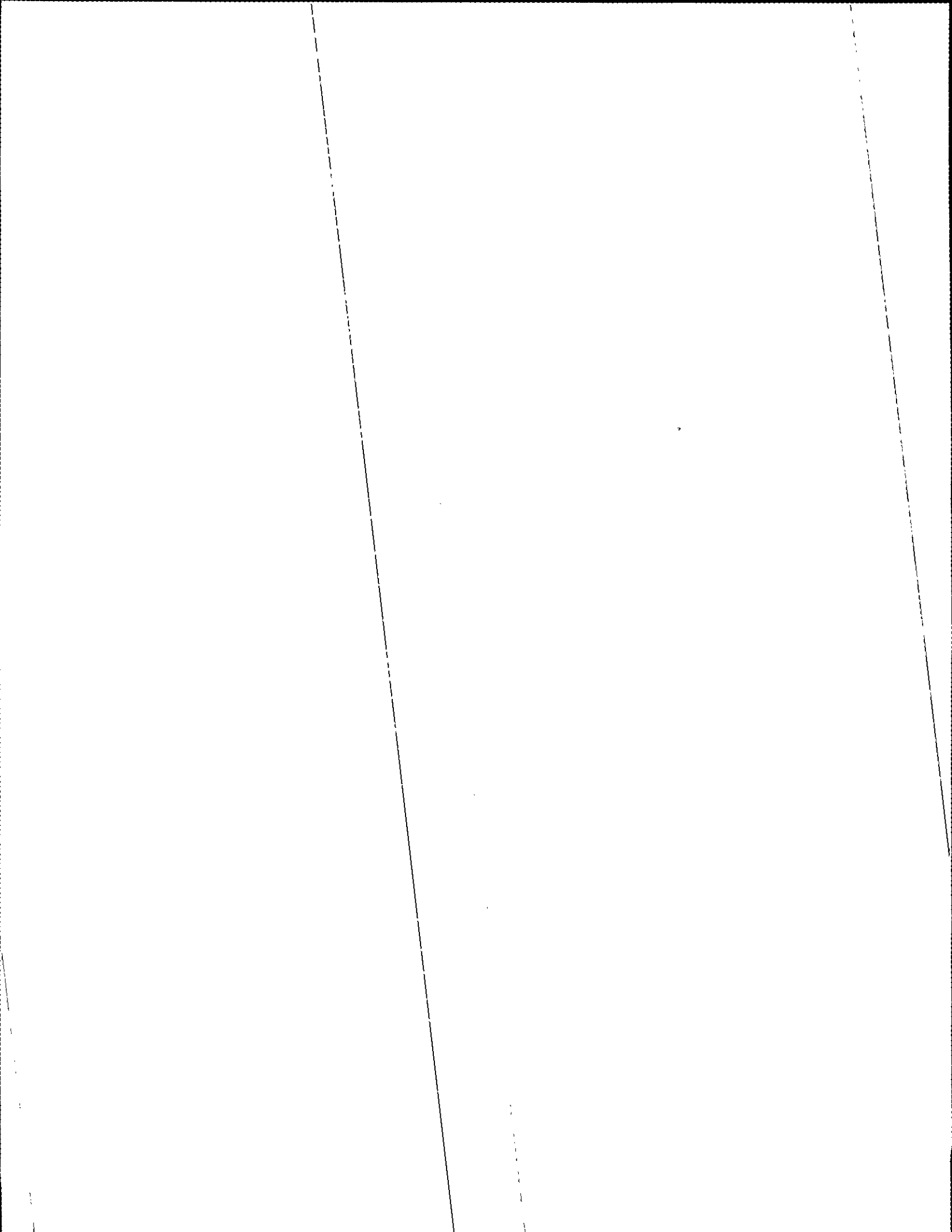

3406 MAYHEW FORREST LN

19521138

1/7/2008

duponbj

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



# NORTH CAROLINA
# FIVE YEAR LIMITED WARRANTY
## Approved Effective April 24, 2002

Ring Industrial Group ("Ring") hereby extends, for a period of FIVE (5) YEARS, the following Limited Warranty to the system owner who acquires through an authorized EZflow Brand drain field system installer a new EZflow Brand drain field system located in the State of North Carolina. The drain field system is warranted to be free from defective materials and workmanship and to perform in accordance with the state performance requirements (15A NCAC 18A Section .1900) in effect on the date of installation. This Limited Warranty applies only to those EZflow Brand drain field systems whose trench length modification has greater than a 25% reduction as compared to the sizing standard for a conventional gravel trench as permitted by the State of North Carolina. This Limited Warranty is subject to the terms and conditions stated below.

**I. WARRANTY ELIGIBILITY:**

The system owner is eligible for this Limited Warranty provided all of the terms and conditions of this Limited Warranty are strictly followed. The terms of this warranty shall transfer from the original system owner to subsequent system owners for the duration of this Limited Warranty. This Limited Warranty covers only the performance of the EZflow Brand drain field system as manufactured and installed in accordance with the manufacturer's design specifications and current state regulatory approval.

**II. CONDITIONS OF LIMITED WARRANTY:**

This Limited Warranty shall only apply if the EZflow Brand drain field system is installed for use with domestic strength effluent and located in the State of North Carolina and all of the following terms and conditions are satisfied:

(i) The design and installation of the EZflow Brand drain field system is according to all applicable plumbing and building codes, ordinances, requirements and regulations.

(ii) The design and installation of the EZflow Brand drain field system is strictly according to the rules and regulations of the North Carolina state agency or state-authorized agency that is responsible for inspection and approval.

(iii) The design and installation of the EZflow Brand drain field system is strictly according to all applicable permitting procedures for the EZflow Branddrain field systems adopted by the North Carolina state agency or state-authorized agency that is responsible for inspection and approval.

(iv) The EZflow Brand drain field system is subject to use permitted by the applicable North Carolina rules and regulations for on-site systems.

(v) Only an authorized EZflow Brand drain field system installer shall perform the installation of the EZflow Brand drain field system.

**III. WHAT IS WARRANTED AND FOR HOW LONG:**

The EZflow Brand prefabricated nitrification drain field system is warranted for FIVE (5) YEARS from the date of issuance of the Certificate of Occupancy, or the date of issuance of the Operation Permit, which ever is later.

If the EZflow Brand drain field system fails within the five (5) year period of this Limited Warranty and all of the terms, conditions and requirements of this Limited Warranty have been met, Ring shall provide all materials and labor that may be necessary to provide a fully functional wastewater system at no cost to the system owner. This section shall not be construed to require that a manufacturer warrant an innovative wastewater system that is not properly sized to meet the design load required for a particular use, that is improperly installed, or that is improperly operated and maintained, in accordance with 15A NCAC 18A .1900 et, seq. Warranty repairs such as full replacement of the nitrification system, extension of the nitrification system or other repairs shall be completed pursuant to a repair Authorization to Construct to be issued by the local health department in accordance with 15A NCAC 18A .1900 et. seq. Rule .1961(1).

A system failure is defined by North Carolina 15A NCAC 18A .1900 rules.

**IV. WHAT IS NOT COVERED BY THIS LIMITED WARRANTY:**

1. The septic tank and all septic tank filters, unless required to make the system fully functional.
2. Effluent distribution box(es) and headers, unless required to make the system fully functional.
3. Improper installation.
4. Plastic pipe not authorized by Ring to be used with the EZflow Brand drain field system.
5. Failure due to excessive use or improper use as defined by state rules for on-site wastewater systems, including, but not limited to, excessive water usage, improper grease disposal, or failure to remove septic tank solids (digested sludge).
6. Landscaping costs other than those specified by rule.
7. Failure due to improper sizing as defined by state rules.
8. Repair work performed prior to a claim or which is done without Ring authorization.
9. This Limited Warranty does not extend to incidental, consequential, special, indirect or punitive damages.
10. Drain fields repaired or modified by an unauthorized EZflow installer.

**V. RING OBLIGATIONS:**

No representative of the company has the authority to change this warranty in any manner whatsoever, or to extend this warranty. No warranty applies to any party other than the original system owner or subsequent system owner.

**VI. OWNER'S OBLIGATION:**

1. Must have a signed and dated Operation Permit from the duly authorized representative of the North Carolina state agency or state-authorized agency that is responsible for EZflow Brand drain field system inspection and approval.
2. Must have a Warranty Certificate from an authorized EZflow Brand drain field system installer.
3. The system owner must notify the company in writing at its corporate headquarters within 90 days of being notified by an authorized agent of the state that the system has failed. Notice shall be sent to Ring Industrial Group, 65 Industrial Park Road, Oakland, TN 38060.
4. The system owner must have the septic tank solids (digested sludge) properly removed in accordance with state rules for on-site systems.

**VII. DISCLAIMER AND LIMITATION ON IMPLIED WARRANTIES:**

ALL WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IMPOSED ON THE SALE OF EZFLOW BRAND DRAIN FIELD SYSTEM TO THE NORTH CAROLINA SYSTEM OWNER, ARE, BY LAW, LIMITED TO FIVE (5) YEAR DURATION FOR THE EZFLOW BRAND DRAIN FIELD SYSTEM AND ITS CONSTITUENT PARTS, AND ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY. THIS WARRANTY DOES NOT EXTEND TO INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT OR INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT OR TORT. THE COMPANY SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO PERSONAL PROPERTY, PENALTIES OR LIQUIDATED DAMAGES, LOSS OF PRODUCTION AND PROFITS, OVERHEAD COSTS, OR OTHER LOSS OR EXPENSE. SPECIFICALLY EXCLUDED ARE DAMAGE DUE TO WATER DAMAGE, ORDINARY WEAR AND TEAR, ALTERATION, ACCIDENT, MISUSE, ABUSE, OR NEGLECT; THE UNITS BE SUBJECTED TO STRESSES OR VEHICULAR TRAFFIC GREATER THAN THOSE PRESCRIBED IN THE INSTALLATION INSTRUCTIONS OR OPERATION INSTRUCTIONS; FAILURE TO MAINTAIN THE MINIMUM GROUND COVERS SET FORTH IN THE OPERATION INSTRUCTIONS; THE SYSTEM FAILURES DETERMINED TO BE DUE TO NON-COMPLIANCE WITH THE ON-SITE WASTEWATER LAW OR RULES (130A-133, et. seq.; 15A NCAC 18A Section .1900) INCLUDING BUT NOT LIMITED TO IMPROPER SITING, EXCESSIVE WATER USAGE, IMPROPER GREASE DISPOSAL, PLACEMENT OF IMPROPER MATERIALS INTO THE SYSTEM, IMPROPER OPERATION OR IMPROPER MAINTENANCE; OR ANY OTHER EVENT NOT CAUSED BY THE COMPANY. THIS PERMIT SHALL BE VOID IF THE SYSTEM OWNER FAILS TO COMPLY WITH ALL OF THE TERMS SET FORTH IN SECTION II AND IV OF THIS WARRANTY.

FURTHERMORE, IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE ORIGINAL OR SUBSEQUENT SYSTEM OWNER(S), THE DRAIN FIELD SYSTEM, OR ANY THIRD PARTY RESULTING FROM SHIPMENT OF THE DRAIN FIELD SYSTEM, OR FROM ANY PRODUCT LIABILITY CLAIMS OF THE ORIGINAL OR SUBSEQUENT SYSTEM OWNER(S) OR ANY THIRD PARTY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. NORTH CAROLINA LAW MAY GIVE YOU CERTAIN SPECIFIC OTHER RIGHTS WHICH ARE NOT MENTIONED HEREIN.

**VIII. TRANSFER OF WARRANTY**

This warranty extends to the original system owner and to each subsequent owner of the system during the term of this Limited Warranty.

"I acknowledge to the company and the system owner that the wastewater system and the EZflow Brand drain field system have been installed in accordance with the installation instructions of the company, state wastewater laws and rules, the innovative wastewater system approval, the improvement permit and authorization to construct, and any conditions on the permit or authorization to construct, and other applicable laws and rules."

**IX. INSTALLER CERTIFICATION**

R.C.S. INC.
MONROE, NC
Business Name of Installer

Name of Person signing (Print)

Date 2-18-03 3406 MAYHEW FOREST LANE MINT HILL, NC 4544B

This warranty is provided in triplicate. One copy shall go to Ring Industrial Group, one to the local health department, and one to the system owner.

Write: Ring Industrial Group
65 Industrial Park Road
Oakland, TN 38060
Toll Free Phone: (800) 280-6333

# CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

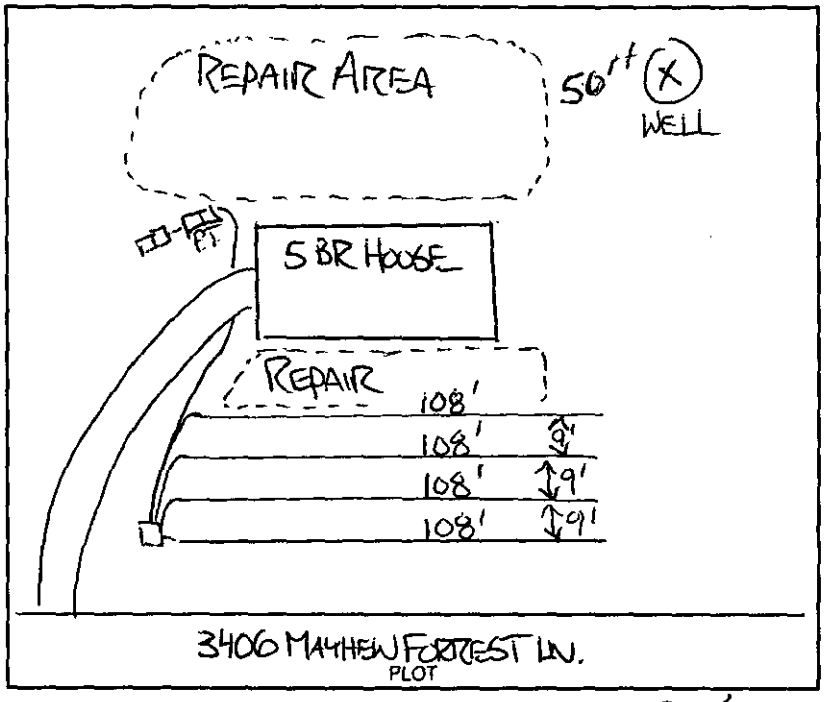
FILE: 45443 DATE: 2/14/03
TC: 195-211-38 ☒ L ☒ CRT
SERIAL 19167

Name of Owner JAMES & ANGELA LINER Juris.:

Address of Property 3406 MAYHEW-FORREST LN

**Inspection Data:**

Tank Material PCC
Total Length of Drainfield 432'
Number of Lines 4 @ 108'
Cover Depth 12"
Water Supply Source WELL
Distance to Water Source >50'
Excavation Inspected Y
Tank(s) Inspected Y 2/14
Wash Line Inspected N/A
High Water Alarm Inspected Y 2/14




Design 2003.1500ST,1000DT,PI,INNEZ,1300SF,126 CTR# RCS

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: 35% REDUCTION SYSTEM FOR 5 BR RESIDENCE

RSI
Environmental Health Specialist

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

# INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

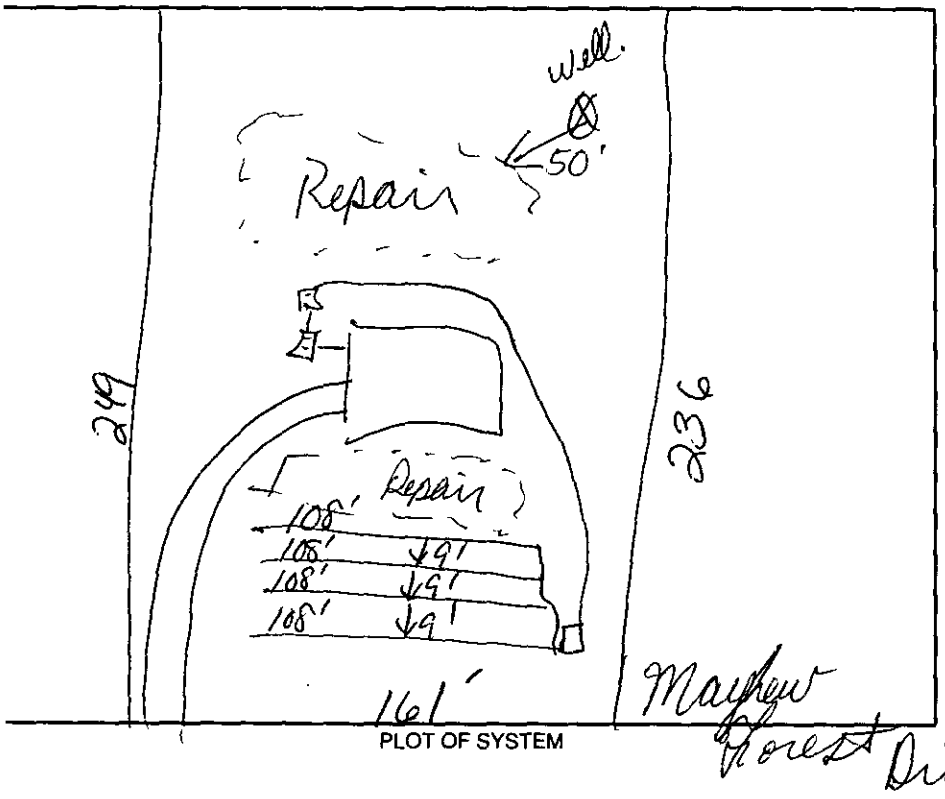
**HEALTH DEPARTMENT**
**ENVIRONMENTAL HEALTH DIVISION**
**700 NORTH TRYON ST., SUITE 211**
**CHARLOTTE, NC 28202**
**PHONE (704) 336-5102**

FILE: 4544B DATE: 01-22-03

TC: 195-211-38 ☐/L

SERIAL 19045 Y

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 02-26-01. All work shall be completed on or before 02-22-03, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.




PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank 1000 gallons

Tank Construction PCC

Trench Depth ± 36"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous yes

Total Line Length 432' feet

Number of Lines 4@108'

Depth of Stone N/A inches

Distance from House >5' feet

Distance from Property Line >10' feet

Distance from Well >100' feet

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

NAME OF OWNER James & Angela Lines

LOCATION OF PROPERTY 3406 Mayhew Forest Lane.

Comments: Type II L. 35% Reduction System designed for a (3) bedroom design unit Type ~~II~~ I L Repair warranty forms to be on file before final Release.

Joshua R. Sellers R.S.
Environmental Health Specialist

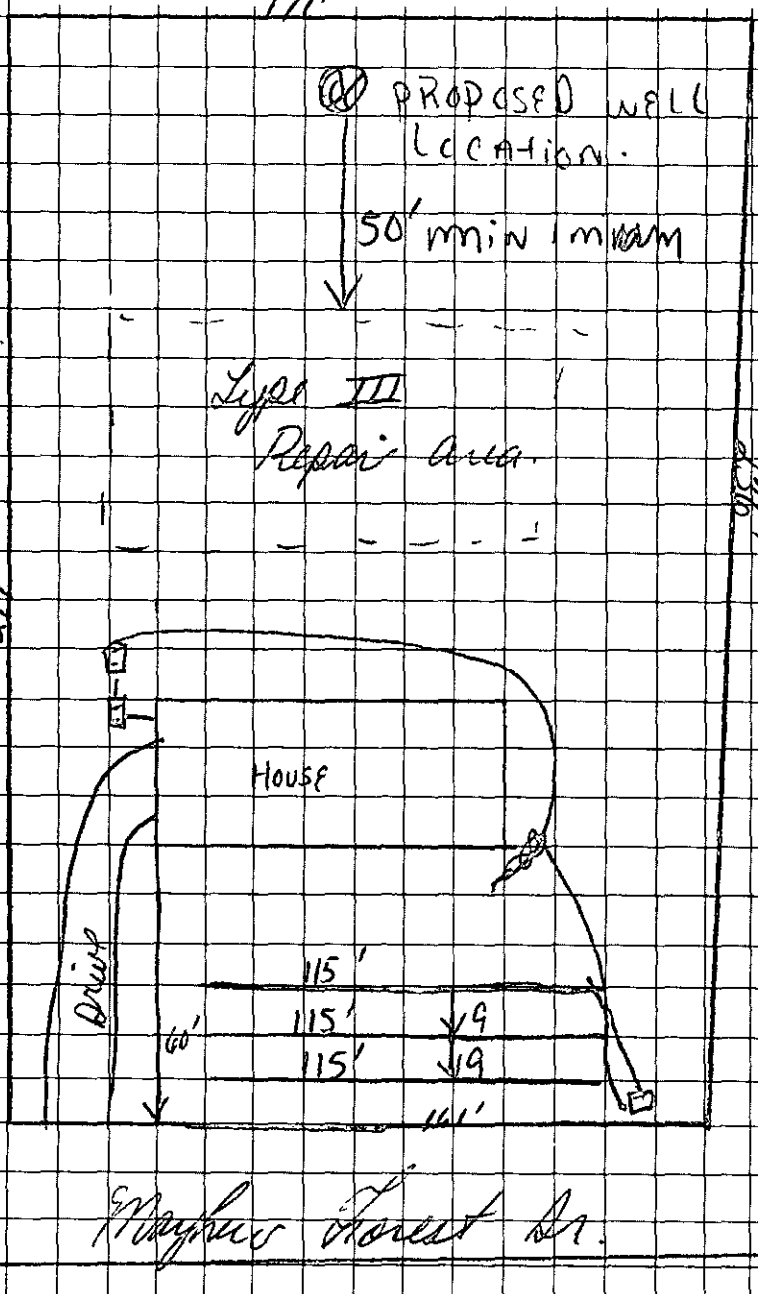
WHITE - HEALTH DEPARTMENT's COPY • CANARY - E.H.S. COPY • PINK - OWNER OR AGENT's COPY

# PROPOSED PLOT PLAN

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

FILE: 45441
TC: 195-211-38

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.




① Not Drawn to Scale.

② Type III B System 35% Reduction Warranty Form to be on file before Final Release.

③ Agreement Form to be on file.

④ Lines to be installed level & on Contour.

⑤ Stay ≥10' off all property lines & 5' off Bldg foundation.

⑥ Proposed curb site must be min minimum specified distance from septic system Septic System Repair in no case < 50'

OWNER/AGENT SIGNATURE
DATE 9/24/02

APPROVAL DATE 09-24-02
Joshua R. Sellers R.S.

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

# PROPOSED PLOT PLAN

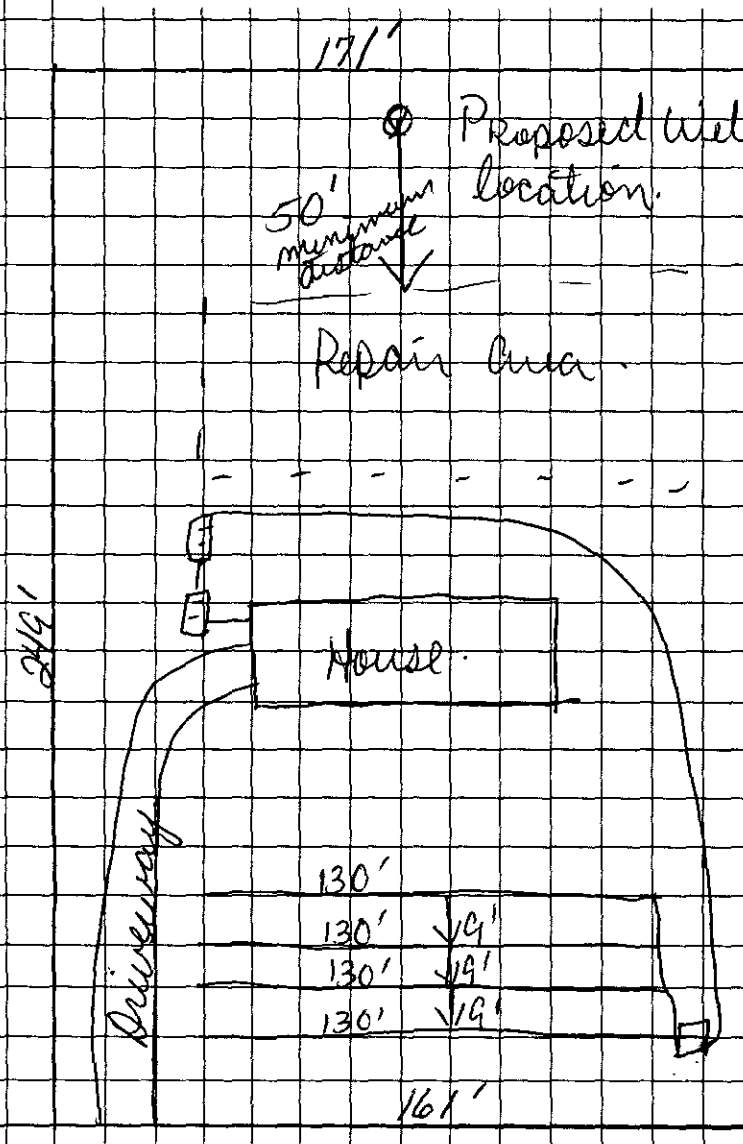
PD $100 cc on file 3666 10/22/02 Sign w plat SC

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

FILE: 45443

TC: 195-211-38

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.




① Not drawn to Scale.

② Type ~~III~~ I (B) (61) System designed for a (6) bedroom design unit type ~~III~~ B repair. 520 linear feet of drain line.

③ Agreement forms to be on file and warranty forms to be on file.

④ Install level on contour

⑤ Stay > 5' off house >10' off all property lines

Market Forest Loam.

⑥ Proposed well site must be maximum feasible distance from septic field or repair

Am no case < 50'

Lana D. Lin
OWNER/AGENT SIGNATURE

DATE 10/22/02

APPROVAL DATE

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

07

+ $100 change in Plot Plan 7/17/02 ACS

FEE: 300 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** Land X
DATE: 7/17/02 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 11-05-01 PERMIT NO: 4544B

PARCEL NO: 195-211-38

JOB LOCATION ADDRESS: 3406 Mayhew Forest Lane.
PROPERTY OWNER: James D. Liner.
BUILDING CONTRACTOR: —
SUBDIVISION NAME: Mayhew Forest
AUTHORIZATION ISSUED BY: Joshua R. Stillwell R.S. DATE: 11-05-01
DEHNR AUTHORIZED AGENT

## AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 4544B, 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: Agreement forms to be on file before installation approval.

## 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.

James Liner 11/9/01
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 195-211-38

Permit Number: 45441B

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 | ___ No | ___ Partial Basement | |
| Type Primary Wastewater System<br>Type (circle one):<br>I II (III) IV V VI | ___ Conventional<br>___ Prefabricated, permeable block panel system<br>___ Shallow Placed Conventional | ___ Low Pressure Pipe<br>___ Large Diameter Pipe<br>___ Fill<br>___ Other | ✓ Innovative or Experimental:<br>___ IWWS-93-1<br>___ IWWS-93-2<br>___ IWWS-94-1 | |
| .3 Long-term acceptance rate | 720 Max gallons/day wastewater flow | 1560 Absorption Area (sq ft) | 3' Trench spacing (min. on centers) | |
| Y Serviced by private well | 1500 Gallon septic tank | 520 Total trench length (ft) | 36" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions) | |
| 6 Bedrooms in residence | 1000 Gallon pump tank | N/A Depth of stone | | |

Any surface waters present: NO Type: Minimum separation distance:

Site modifications required:

Additional Conditions: Type III g System ~~installed~~ designed for a (6) bedroom design unit. Type III repair area Warranty Forms to be on file before final Release agreement forms to be on site

| | | | | |
|---|---|---|---|---|
| Repair Area System Type<br>Type (circle one):<br>I II (III) IV V VI | ___ Conventional<br>___ Prefabricated, permeable block panel system<br>___ Shallow Placed Conventional | ___ Low Pressure Pipe<br>___ Large Diameter Pipe<br>___ Fill<br>___ Other | ___ Innovative or Experimental:<br>___ IWWS-93-1<br>___ IWWS-93-2<br>___ IWWS-94-1 | |
| 1800 Absorption Area (Sq ft)<br>600 Total Trench Length (Ft) | N/A Depth of Stone Trench | 9' Trench spacing (min. on centers) | 36" 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 t 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 eff 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 Departme
- This Improvement permit is transferable.

Joshua R. Sellers R.S. 10-21-02
MCHHR Authorized Agent Date

X James D. Lee 10/22/02
Owner/Agent Signature Date

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

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

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2002 JUN 03 12:53 PM
BOOK:13658 PAGE:217-220 FEE:$20.00
INSTRUMENT # 2002107243

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Returned to customer

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

**FILE #** 45443.
**PARCEL #** 195-211-38

The undersigned, JAMES LINER, owner of property located at 3406 MAYHEW FORREST LANE, (the "site") and described in an instrument recorded in Book 12159 at Page 920, 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:* JAMES LINER
*Mail after recording to:* 6912 OAERWOOD PL
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 3rd day of JUNE, ~~199~~ 2002.

_____ James Liner _____ (SEAL)
(Corporate Name)

_____ (SEAL)

By: _____ _____ (SEAL)

_____ President _____ (SEAL)

ATTEST:

_____

_____ Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, DEBRA S. SMITH, a Notary Public for said County and State, do hereby certify that JAMES LINER 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 JUNE, 2002

Debra S. Smith
Notary Public

My Commission Expires:
12.16.02

DEBRA S. SMITH NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

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

**********

**Filed For Registration:** 06/03/2002 12:53 PM

**Book:** RE 13658 Page: 217-220

**Document No.:** 2002107243

PRMIT 4 PGS $20.00

**Recorder:** MAXINE HAITH

**********

State of North Carolina, County of Mecklenburg

The foregoing certificate of DEBRA A. SMITH Notary is certified to be correct. This 3 RD of June 2002

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

**********

*2002107243*

FEE: 200 CHK # 137

DATE: 2/26/01 RP

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 #: 4544B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 19521138

STREET ADDRESS: 3406 MAYHEW-FORREST LN

SUBDIVISION OR MOBILE HOME PARK NAME: MAYHEW COUNTRY ESTATES

LOT NUMBER: 30

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 3600

NUMBER OF BEDROOMS: 5 NUMBER OF OCCUPANTS: 4

CLOSING DATE _____

FOUNDATION FOR RESIDENCE:

[ ] WITHOUT BASEMENT
[X] CRAWL SPACE
[ ] WITH BASEMENT /PLUMBING
[ ] WITH BASEMENT /NO PLUMBING

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

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

WATER SUPPLY (CHECK ONE):

[ ] COMMUNITY (C) [ ] MUNICIPAL (M) [X] 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 [X] YES [ ] NO
EXISTING WASTEWATER SYSTEMS [ ] YES [ ] NO
EASTMENTS OR RIGHT-OF-WAYS [ ] YES [ ] NO
WELL, SPRINGS OR WATERLINES [ ] YES [ ] NO
DESIGNATED WETLANDS [ ] YES [ ] NO

PROPERTY OWNER: BUYER

NAME: LINER JAMES D
(LAST) (FIRST) (MI)

ADDRESS: 6912 DAERWOOD PLACE

CITY: CHARLOTTE STATE: NC ZIP: 28215

DAYTIME PHONE: (704) 387-3709 or 568-1381

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: FORREST ALFRED
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) 545-5018

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? NOV 1999

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: James Liner DATE: 2/26/2001

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

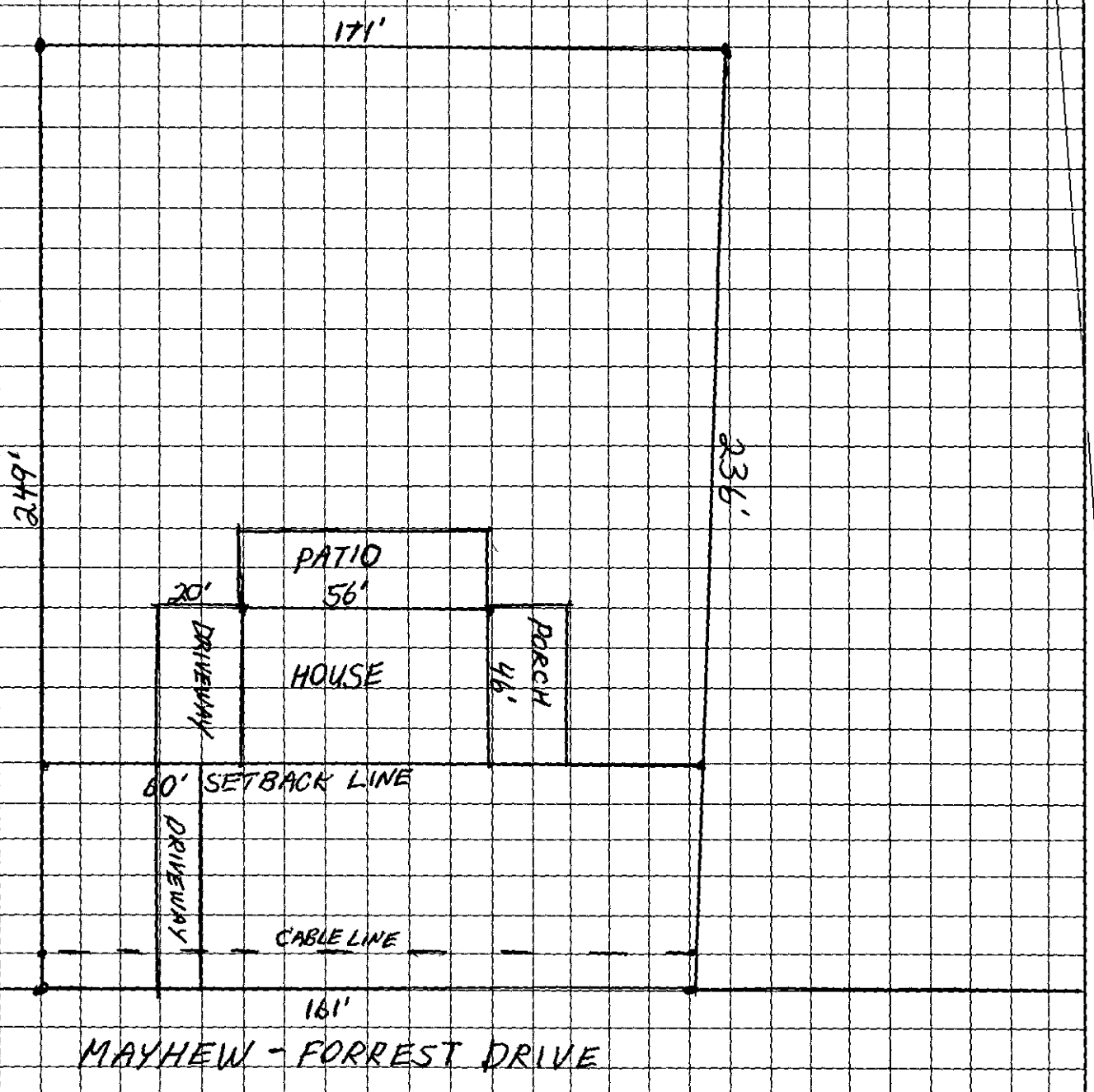
# PROPOSED PLOT PLAN

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

FILE: 45448

TC: 195-211-38

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.




James Lee
OWNER/AGENT SIGNATURE

DATE 2/26/2001

APPROVAL DATE _____

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

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

# 2 ACS

Sheet: _____
Property ID: 195-211-38
Lot #: 30
File #: 45448

## SOIL/SITE EVALUATION
## *for* ON-SITE WASTEWATER SYSTEM

OWNER: James D. Jones APPLICANT: _____
ADDRESS: 6912 Deerwood Blvd, Charlotte, N. DATE EVALUATED: 3-8-01
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 600gpd PROPERTY SIZE: .95
LOCATION OF SITE: 3406 Mayhew-Forest Lane 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) 1941 STRUCTURE/ TEXTURE | 1941 CONSISTENCE MINERALOGY | OTHER PROFILE FACTORS 1942 SOIL WETNESS/ COLOR | 1943 SOIL DEPTH | 1956 SAPRO CLASS | 1944 RESTR HORIZ | PROFILE CLASS &LTAR |
|---|---|---|---|---|---|---|---|---|---|
| 1 | LS | 0-3" | gr/cl | Fr/SEXP/SS/SP | >40" TO SOIL WETNESS | 40"* | N/A | None | PS .3gf2 IV |
| | | 3-36" | SBK/l c | Fi/SEXP/S/P | | | | | |
| | | 36-40" | SBK/cl | Fr/SEXP/SS/SP | | | | | |
| | | * Boring Terminated @ 40" Floater Rock | | | | | | | |
| 2 | LS | 0-2" | gr/cl | Fr/SEXP/SS/SP | >48" TO SOIL WETNESS | 48" | N/A | None | PS .3gf2 IV |
| | | 2-41" | SBK/c | Fi/SEXP/S/P | | | | | |
| | | 41-48" | SBK/cl | Fr/SEXP/SS/SP | | | | | |
| 3 | LS | 0-3" | gr/cl | Fr/SEXP/SS/SP | >48" TO SOIL WETNESS | 48" | N/A | None | PS .3gf2 IV |
| | | 3-9" | SBK/cl | Fr/SEXP/SS/SP | | | | | |
| | | 9-48" | SBK/c | Fi/SEXP/S/P | | | | | |
| 4 | LS | 0-9" | gr/scl | Fr/SEXP/SS/SP | >48" TO SOIL WETNESS | 48" | N/A | None | PS .3gf2 IV |
| | | 9-15" | SBK/scl | Fr/SEXP/SS/SP | | | | | |
| | | 15-48" | SBK/c | Fi/SEXP/S/P | | | | | |
| 5 | LS | 0-3" | gr/scl | Fr/SEXP/SS/SP | >48" TO SOIL WETNESS | 48" | N/A | None | PS .3gf2 IV |
| | | 3-20" | SBK/scl | Fr/SEXP/SS/SP | | | | | |
| | | 20-48" | SBK/c | Fi/SEXP/S/P | | | | | |
| 6 | LS | 0-5" | gr/scl | Fr/SEXP/SS/SP | >48" TO SOIL WETNESS | 48" | N/A | None | PS .3gf2 IV |
| | | 5-48" | SBK/c | Fi/SEXP/S/P | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

| DESCRIPTION | INITIAL SYSTEM | REPAIR SYSTEM |
|---|---|---|
| Available Space (.1945) | PS | CS |
| System Type(s) | | |
| Site LTAR | .3gf2 | .3gf2 |

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: Mark A. Martin LSS 3-8-01
OTHER(S) PRESENT: _____

FILE # 4544B

COMMENTS 1007 Repair

| 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 |

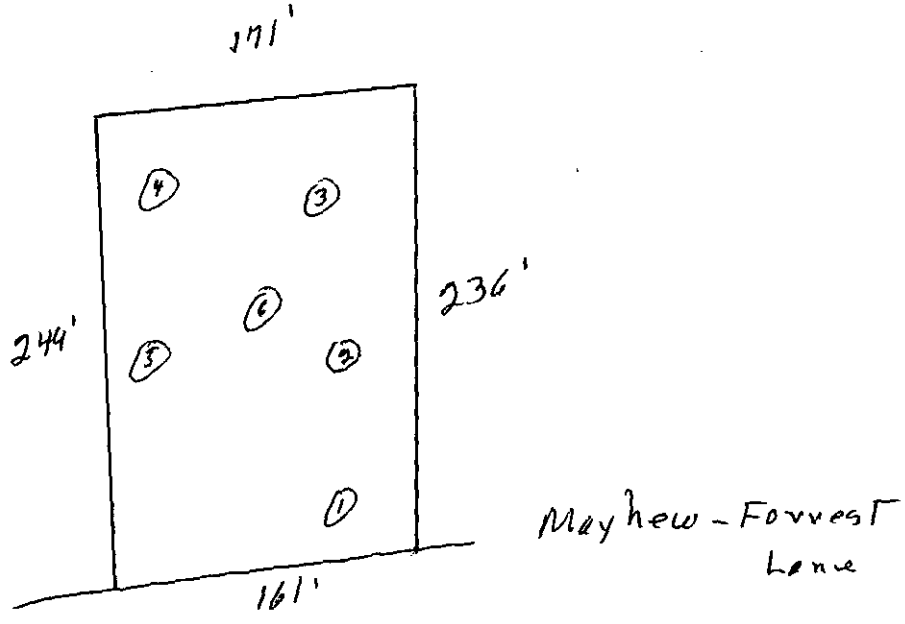
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



4544B

COLDWELL BANKER

Flowhouse, Realtors®

# 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 **EXPIRATION TO OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to Realtor at Sedgwick Burton Coldwell Banker on or before 2/21/01 5pm ☐ AM ☒ PM, on 2/21/01, or until withdrawn by the Buyer, whichever occurs first

2 X **INTEREST BEARING TRUST ACCOUNT: Earnest monies deposited by Buyer shall 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 and shall be donated by Coldwell Banker Flowhouse, Realtors to a charity of choice.**

3 X **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 5 bedroom home ~~X~~ and 3000 sqft. All costs and expenses of such soil tests shall be borne by the 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 March 31, 01

4 X **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for building a 5 bedroom at 3000 sqft. 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 ~~March 31, 01~~ March 31, 01

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 and from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government.

6 X **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 ~~March 12, 01~~ March April 12, 01 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: _____ on or before _____. Seller agrees not to continue to market the Property, which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. If contingency is not removed on or before midnight of _____, Seller may terminate this contract and all earnest monies shall be returned to Buyer.

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

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

10 N/A **Coldwell Banker Home Protection Plan:** Seller agrees to purchase a one year Coldwell Banker Home Protection Plan at closing, the cost of which shall be included as an expense to the seller on the HUD-1. Cost not to exceed $_____.

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

Buyer X James D Stone _____ (SEAL) Date 2-22-01

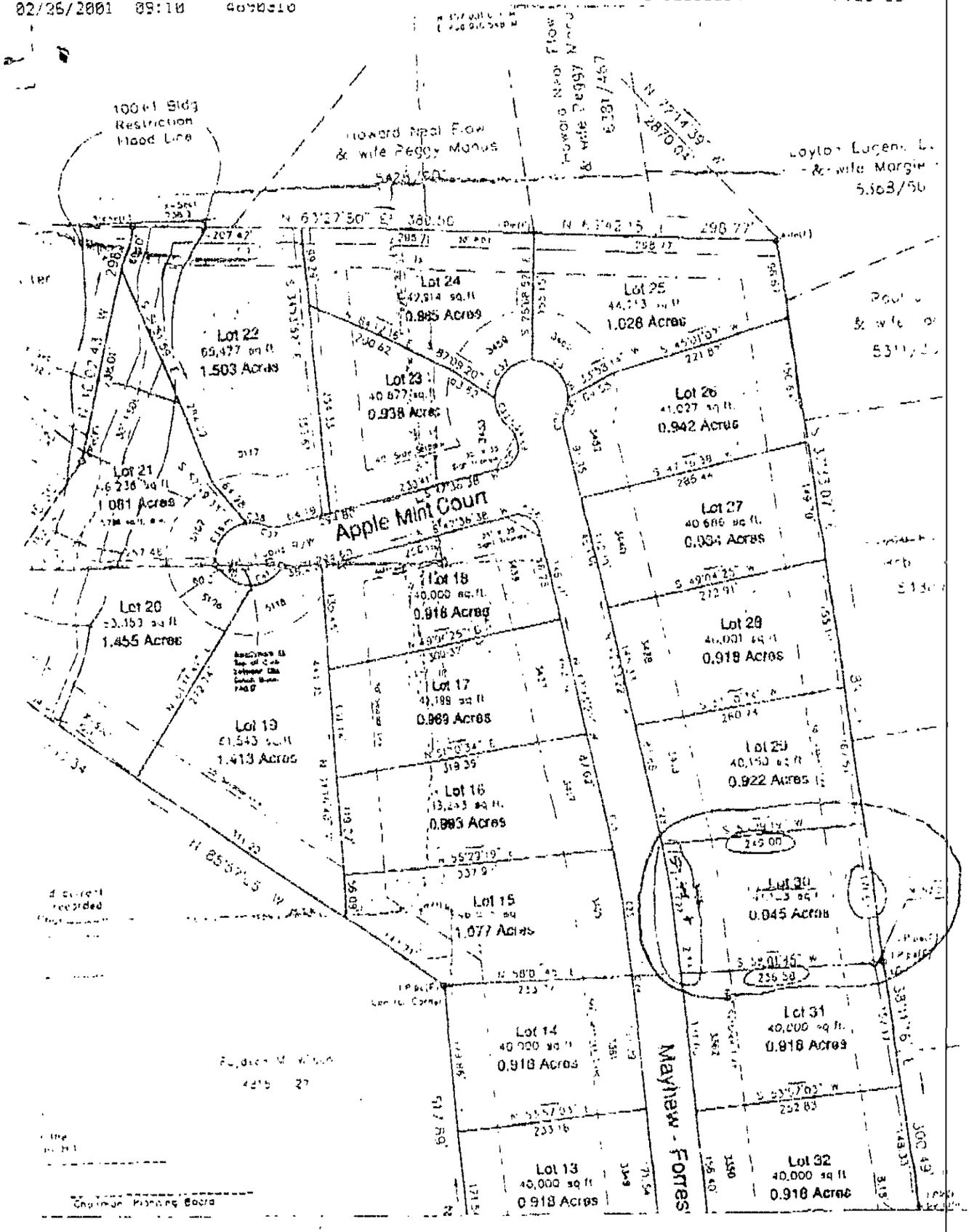
Buyer X Angela M Stone _____ (SEAL) Date 2-22-01

Seller X Michael Lord _____ (SEAL) Date X 2-22-01

Seller X Margaret N Lord _____ (SEAL) Date X 2-22-01

Each Office Independently Owned and Operated

CBFR Revised 12/00




## OFFER TO PURCHASE AND CONTRACT

James D. & Angela M. Liner, as Buyer, hereby, offers to purchase and Alfred C. Forrest & Margie H. Forrest, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY.** Located in the City of Mint Hill, County of Mecklenburg, North Carolina, being known as and more particularly described as: Street Address Lot 30 Mayhew Forrest Ln Zip 28227 Tax Parcel Description 195-081-75
A. ☒ All ☐ A portion of the property, as described in Deed Reference: Book 35 Page No 15a Mecklenburg County.
NOTE: Prior to signing this 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 pertaining 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 wall-to-wall floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, storm doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, mailboxes, wall and/or door mirrors and any other items attached or affixed to the Property, EXCEPT the following items: N/A

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: N/A Lot Mowers

4. **PURCHASE PRICE.** The purchase price is $ Seventy Seven Thousand Five Hundred and no/100 Dollars ($ 77,500.00) and has been paid as follows: $ 1,000.00 EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ cashier's check ☐ certified check; $ 0.00 to be deposited and held in escrow by Coldwell Banker Fitzsimons (Escrow Agent) until the sale is closed, at which time it will be applied to Buyer, or until this contract is otherwise terminated. In the event (1) Buyer

# OFFER TO PURCHASE AND CONTRACT

James D. & Angela M. Liner

hereby offers to purchase and Alfred C. Forrest & Margie H. Forrest

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 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 Mint Hill County of Mecklenburg State of North Carolina, being known as and more particularly described as: Street Address Lot 30 Mathew Forrest LN Zip 28227

Description: 195-285-53

☒ All ☐ A portion of the property in Deed Reference: Book 332 Page No. 156 Mecklenburg County

NOTE: Prior to signing this 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, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, storm doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), built-in gas logs, built-in barbecues, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items: N/A

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

4. **PURCHASE PRICE:** The purchase price is $ 84,500.00 and shall be paid as follows:

(a) $ 1,000.00 EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check

(b) $ ——— to be deposited and held in escrow by Coldwell Banker Fairhouse

("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 not exceeding the unforfeited 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 or disbursement is ordered by a court of competent jurisdiction.

(c) $ ——— ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than N/A

TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE

(d) $ ——— BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust against the Property in accordance with the attached Loan Assumption Addendum

(e) $ ——— BY SELLER FINANCING in accordance with the attached Seller Financing Addendum

(f) $ 83,500.00 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) Buyer must be able to obtain a __FHA __VA (attach FHA/VA Financing Addendum) Conventional __Other ONAT loan in the amount of $ ——— (plus any financed VA Funding Fee or FHA MIP) for a term of ——— year(s), at an initial interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed ——— % of the loan amount. Buyer shall apply for said loan within 7 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's written loan commitment letter on or before ——— and to satisfy all terms and conditions of the loan commitment letter by Closing, unless otherwise agreed in writing. Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver. 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 Closing costs (including loan discount points), those costs are as follows: NONE

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for residential purposes.

(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: NONE

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

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing. (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing, (c) All late listing penalties, if any, shall be paid by Seller, (d) Rents, if any, for the Property shall be prorated through the date of Closing, (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are $ 0 per ———.

8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing.

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

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

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

12. **PROPERTY DISCLOSURE AND INSPECTIONS:**

(a) **Property Disclosure:**

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

☐ Buyer has NOT received a signed copy of the N.C. 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 prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement or (2) the end of the third calendar day following the date this contract was made, or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

☒ Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) _____

☐ 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. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before N/A ____ Seller shall provide written notice to Buyer of Seller's response within ____ days of Buyer's notice. 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 as to all structures except N/A 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 completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or 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.**

(f) **REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

14. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before 4/30/01, at a place designated by Buyer. The deed is to be made to James Daley + Angela Marie Liner.

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.)

① See Additional Provisions Addendum

② Listing agent is related to seller

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. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. 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 or has had the personal examination of the Property prior to the making of this offer.

| | |
|---|---|
| Date: 2-28-01 | Date: 2-28-2001 |
| Buyer: James D. Liner (SEAL) | Seller: Alfred C. Foust (SEAL) |
| Date: 2-20-01 | Date: 2/22/01 |
| Buyer: Angela M. Liner (SEAL) | Seller: Margie H. Foust (SEAL) |

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: _____ Firm: Coldwell Banker Flowers

By: Joanne Pearson

Acting as: ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent Name & Phone: Coldwell Banker Flowers Realty

Acting as: ☒ Seller's (sub)Agent ☐ Dual Agent

$1,000.00 to be deposited and held in escrow by Lincoln Knight Mortgage (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) $ ____ ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent on or before N/A
TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) $ ____ 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) $ 17,500.00 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) $ 140,500.00 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) Buyer must be able to obtain a __FHA __VA (attach FHA/VA Financing Addendum) Conventional Other CASH loan at a __Fixed Rate/Adjustable Rate in the principal amount of N/A (plus any financed VA Funding Fee or FHA MIP) for a term of ____ year(s), at an initial interest rate not to exceed N/A % per annum, with maximum loan discount points not to exceed ____% of the loan amount. Buyer shall apply for said loan within 7 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before N/A and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver. 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 Closing costs (including loan discount points), those costs are as follows: NONE

(b) There must be no restrictions, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Residential purposes.

(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing so that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS.** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments except as follows: NONE (Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: NONE

7. **PRORATIONS AND ADJUSTMENTS.** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties at Closing or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing. (b) Ad valorem taxes on personal property, for the entire year, shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case the personal property taxes shall be prorated on a calendar year basis through the date of Closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of Closing. (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are $ 0 per ____.

8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing.

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

10. **EVIDENCE OF TITLE.** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

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

# SERVICE REQUEST/WORK ORDER

Log No.: 16086 Section: PHPM & ES Hazard? ( )Yes ( )No

Date: 6/23/09 Parcel: 195-211-38 <60 Days? ( )Yes ( )No

REQUESTING PERSON: Melinda Beeham PHONE NUMBER(S): 6554-

PROPERTY CONCERNED: Name Lyon's Lair (704) 708-8411 - 790-1551

ADDRESS: 3406 Mayfair Forrest Lane CITY Charlotte ZIP 28277

SERVICE REQUESTED: Please check location of septic to the proposed pool location.

ASSIGNED TO/ AREA: JAM COMPLETED BY: gc

| DATE | ACTIVITY REPORT |
|---|---|
| 6/23 | File [redacted] - Pool Site Marked please put on schedule to do site visit |
| | |
| 6/29 | Made a site visit. Septic system meets the required setbacks off of the proposed swimming pool location. There is still enough room in the backyard for a septic repair. |
| 6/30 | Project Mat on LD - gjc |
| 6/30 | LD 297783 gc |

NOTIFICATION TO REQUESTING PERSON: ( ) WRITTEN (X) VERBAL ( ) NOT APPLICABLE

COMPLETED BY: Jeremy Michael Jeremy Michael DATE 06-29-2009

REVIEWED BY: Kelly Bell DATE 6 29 09

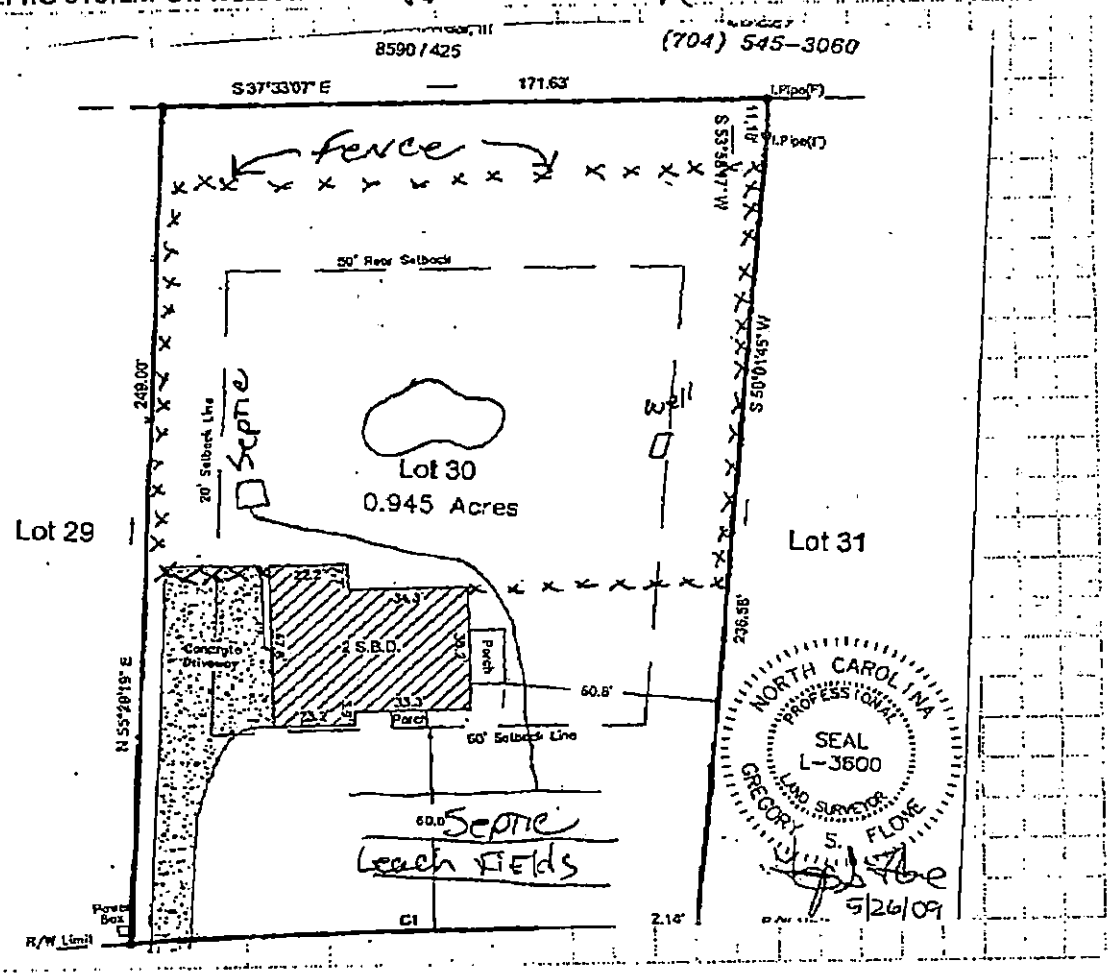
Mecklenburg County Health Department
700 N. Tryon Street, Suite 208
Charlotte, NC 28203
PHONE (704) 336-5101 FAX(704) 336-5306

# PLOT PLAN FOR SWIMMING POOL INSTALLATION

ADDRESS: 3406 Mayhew Forrest Lane

Draw in all proposed pool, property lines, address road, structures, fences, driveways, underground storage tanks, wells (whether on same lot or not, if within 100 feet) , and septic system drainfields. Plot/draw all dimensions, distances, etc. as needed to accurately detail pool layout in relation to structures, property lines, septic systems, etc.

MARK "X" IF SEPTIC SYSTEM OR WELL PRESENT: (X) SEPTIC SYSTEM (X) WELL




I, JAMES LINER (homeowner) hereby affirm that the drawing above is accurate and understand that any deviation in construction from the pool layout, as approved, may result in removal of the pool or revocation of this approval.

James Liner
HOMEOWNER SIGNATURE

6/18/2009
DATE

OFFICE USE ONLY:
HEALTH DEPT APPROVAL BY: DATE: