

5516 PLANTATION RIDGE RD

11322376

12/26/2007

duponbj

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

RF AP# 056233 Running Strategies

FEE: 150 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 10/30/01 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE** DCS X

DATE: 8/23/99 PERMIT NO: 1862B
PARCEL NO: ~~113 22 114~~ 113-223-76
JOB LOCATION ADDRESS: 5516 Plantation Ridge Rd.
PROPERTY OWNER: Brian & Andrea Kelly
BUILDING CONTRACTOR: —
SUBDIVISION NAME: Riverwalk Plantation Lot #31
AUTHORIZATION ISSUED BY: Philo L. Walker ZS DATE: 8/23/99
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 1862B, 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 Brian & Kelly 8/24/99
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

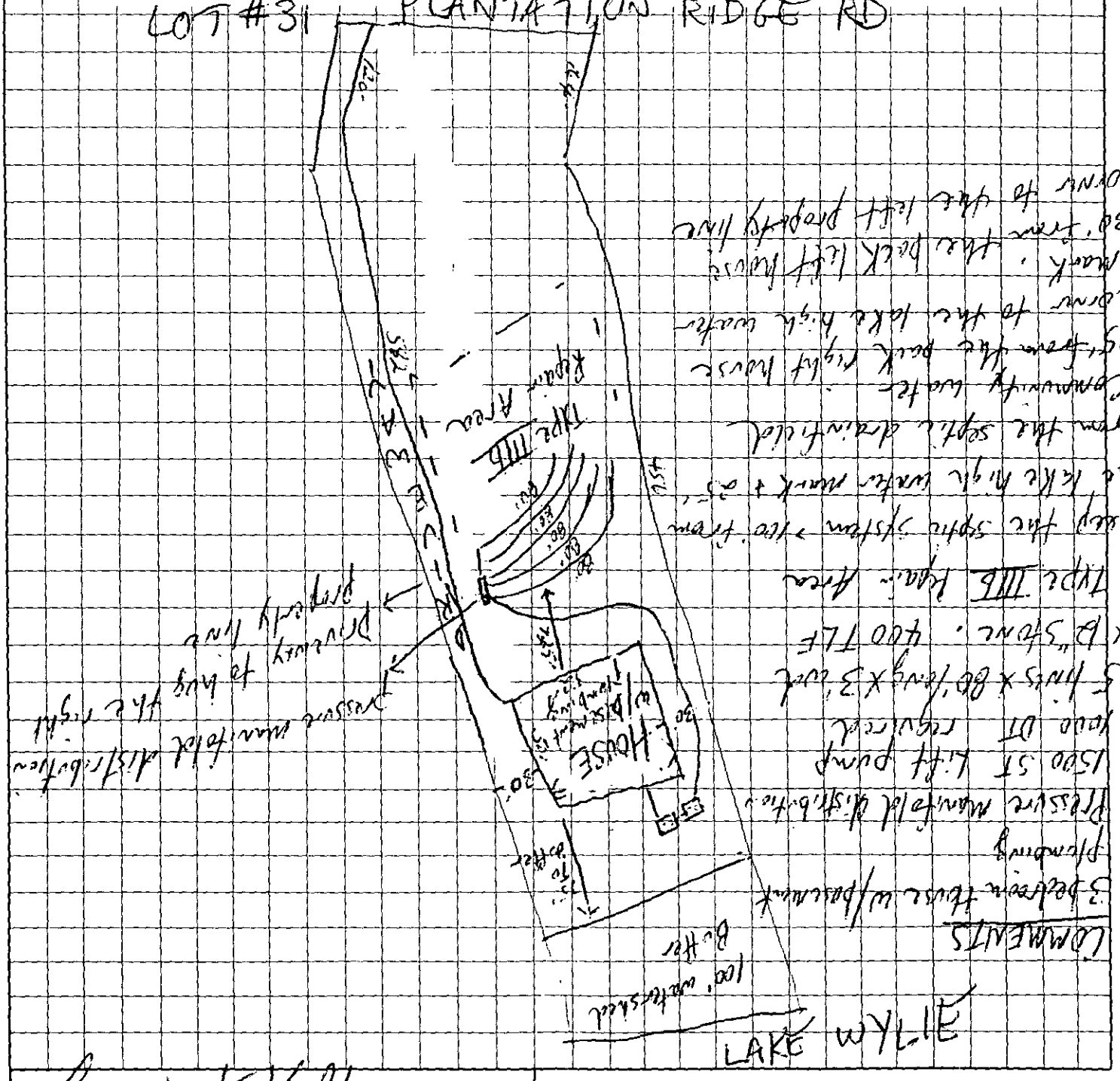
PROPOSED PLOT PLAN

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

FILE: 18-218

TC: ~~113-201-14~~ 113-223-76

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.



COMMENTS

3 bedroom house w/basement
plumbing
Pressure manifold distribution
1500 ST Lift pump
4000 DT required
5 lines x 80'/line x 3 feet
x 6" Stone. 400 TLF
Type IIIB Repair Area
Keep the septic system 100' from
the lake high water mark + 25'
from the septic drainfield
Community water -
75' from the back right house
corner to the lake high water
mark. The back left house
corner to the left property line

Pressure manifold distribution
line runs
parallel to bay
property line

APPROVAL DATE _____

Brian K Kelly
OWNER/AGENT SIGNATURE

DATE 8/4/99

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

Permit Number: 1862B

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: ~~113 22 44~~ 113.223.76

- 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 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	___ 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)	
~~Community well~~ Serviced by private well	1500 Gallon septic tank	400' Total trench length (ft)	24" 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	12" Depth of stone		

Any surface waters present: yes Type: Lake Wylie Minimum separation distance: 100' setback

Site modifications required:

Additional Conditions: pressure manifold distribution, Lift pump required, Keep the septic system >100' from the lake high water mark & >25' from the septic system drainfield.

Repair Area System Type Type (circle one): I II (III) IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
1200 Absorption Area (Sq ft) 400' Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	24" 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 th 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 effe 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 Departmen
- This Improvement permit is transferable.

Phillip S. Walker RS 8/23/99
DEHNR Authorized Agent Date

x Brian K Kelly 8/24/99
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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 1862 B DATE: 02/13/02

TC: 113-221-03 ☐ L ☒ CRT

SERIAL Nº 18768

Name of Owner Joe Pearson Juris.: _____

Address of Property Lot 31, River Walk Plantation

Inspection Data:

Tank Material PCC

Total Length of Drainfield 400'

Number of Lines 4 @ 100'

Cover Depth 18"

Water Supply Source community

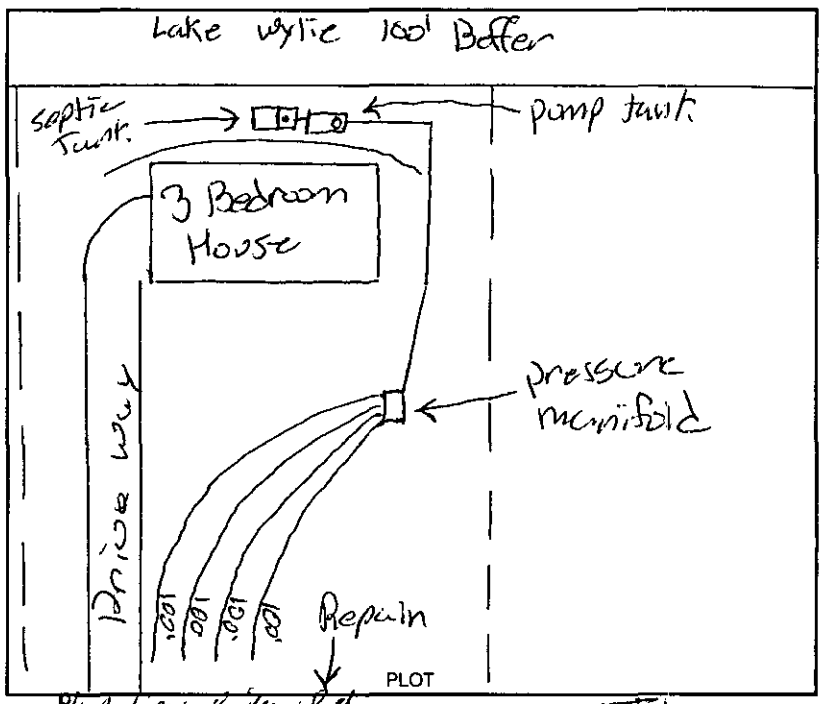
Distance to Water Source >100'

Excavation Inspected 02/13/02

Tank(s) Inspected 02/13/02

Wash Line Inspected N/A

High Water Alarm Inspected 6/18/02



Design 2002, 1500 SF, 1000 pt, conv, 1200SFT, PI, 12C, Cecil, Type III-b CTR# Perry/Laney

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

☒ installed or constructed ☐ altered or repaired

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

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

☐ Certificate of Completion ☒ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of I5A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: Must see High Water alarm mounted

Phillip A. Walker R.S. Brenda Sorry RS

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

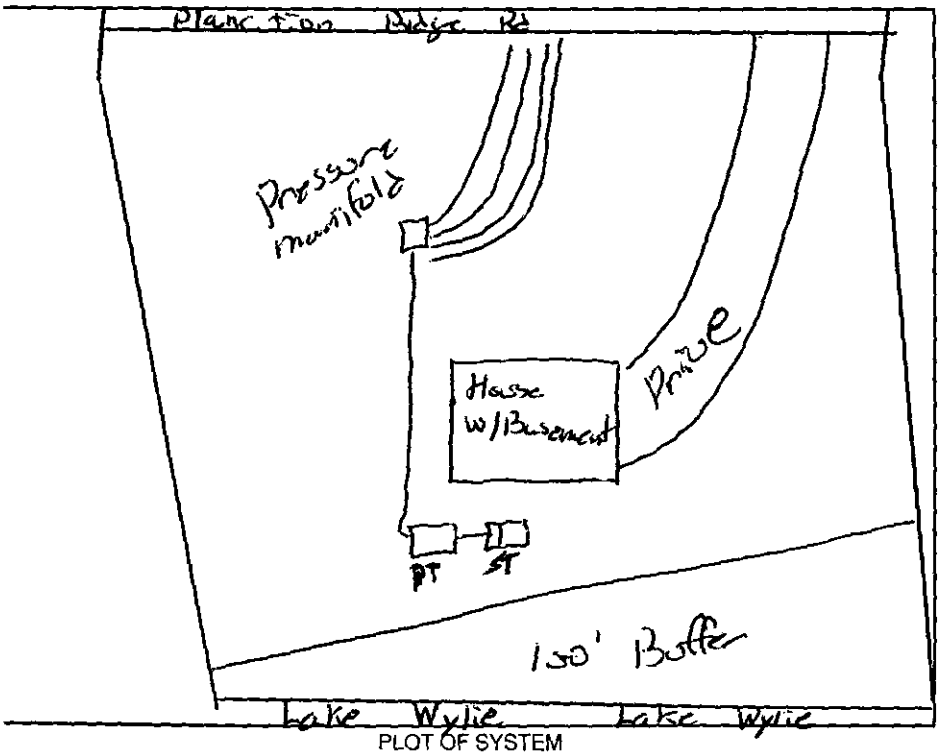
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 1862 13 DATE: 02/08/02

TC: 113-221-03 ☒ L

SERIAL Nº 18925

Permission is hereby given to _____ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 4-2-97. All work shall be completed on or before 5-7-97, 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 24"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous Yes

Total Line Length 400 TLF feet

Number of Lines 5 lines @ 80'

Depth of Stone 12 inches

Distance from House >35' 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 Joe Pearson

LOCATION OF PROPERTY Lot 31, River Walk Plantation

Comments: Keep 100 feet from high water mark.

Environmental Health Specialist

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	10/30/01	**Amount:**	150.00
Receipt #:	2378	**Tendered:**	150.00
Check / Auth #:	VISA Ap0562	**Returned:**	0.00
Received By:	FOSTERV		

Account Information

Account #: 100000
Contractor: Ramin R Sayadpour
Attn: Nova Construction Co
Address: 9641 Parkton Rd
Address:
City/State/Zip: Charlotte, NC 28215

Item	Description	Permit#	Quantity	Unit Price	Total Price
0734	Auth for Waste Wtr Sys Constr 5516 Plantation Ridge Rd		1	150.00	150.00

Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance

AREA = 4.5 ACRES
AREA ALLOWED PER LOT = 7,540 SQ. FT.
T SIZE = 6,000 SQ. FT.
(5 HOUSES PER ACRE)
LOWABLE BUILT UPON AREA IS 24% WITHOUT USE OF BMP.
E DEMOLITION LANDFILL REQUIRES THE ISSUANCE OF A
THE MECKLENBURG COUNTY HEALTH DEPARTMENT AND
NBURG COUNTY ZONING ADMINISTRATOR
C LOCATION OF ON-SITE DEMOLITION LANDFILLS WILL BE
BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT AND
NBURG COUNTY ZONING ADMINISTRATOR THROUGH THE
ROCESS.
COMPLETION TIME IS ONE YEAR.

A SUBDIVISION OF LAND WITHIN THE
OR MUNICIPALITY THAT HAS AN
EGULATES PARCELS OF LAND.

RDANCE WITH THE PROVISIONS OF THE
ANCE OF MECKLENBURG COUNTY, NORTH

ECKLENBURG PLANNING COMMISSION

SSION STAFF DATE

PLANTATION RIDGE RD.

Century 21
Murphy & Rudolph

OFFER TO PURCHASE AND CONTRACT

BRIAN KELLY AND ANDREA Kelly, as Buyer, hereby offers to purchase and STOVER PEARSON LLC, 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 CHARLOTTE, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as:
Street Address: LOT # 31 RIVER WALK PLANTATION Zip 28214
Legal Description: _____
(☐ 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:

_____

_____

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: _____

4. PURCHASE PRICE: The purchase price is $ 115,000.00 and shall be paid as follows:
(a) $ 500.00, EARNEST MONEY DEPOSIT ☐cash ☒personal check ☐bank check ☐certified check ☐other _____ to be deposited and held in escrow by CENTURY 21 MURPHY & RUDOLPH 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) $ _____, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____.
(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) $ _____, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 114,500.00, 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) The Buyer must be able to obtain a loan commitment on or before 8-15-99, effective through the date of closing, for a ☐FHA ☐VA (attach FHA/VA Financing Addendum) ☐Conventional ☐Other _____ loan at a ☐Fixed Rate ☐Adjustable Rate ☐Other: _____ in the principal amount of _____ for a term of _____ 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: _____. In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other government regulation that would prevent the reasonable use of the real property for RESIDENTIAL purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. SPECIAL ASSESSMENTS: Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:

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

_____

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 $ _____ 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 acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

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

12. **PROPERTY DISCLOSURE AND INSPECTIONS:**

(a) Property Disclosure:

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

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

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

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

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

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

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

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

14. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before 8-30-99, at a place designated by Buyer. The deed is to be made to AS DIRECTED.

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

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

SEE ADDITIONAL ADDENDUM

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

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

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

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

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

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

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

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

Buyer Brian K Kelly BRIAN KELLY (SEAL) Seller Joe Pearson JOE PEARSON (SEAL)

SS/Tax ID# 092-62-6912 SS/Tax ID# _____

Buyer Andrea Kelly ANDREA KELLY (SEAL) Seller _____ (SEAL)

SS/Tax ID# 051-68-0872 SS/Tax ID# _____

Date: 7-27-99 Date: _____

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

Date: _____ Firm: CENTURY 21 MURPHY & RUDOLPH

By: ROBERT RUDOLPH

Selling Agent/Firm/Phone ROBERT RUDOLPH / CENTURY 21 MURPHY & RUDOLPH / 704-399-4848 Acting as ☐ Buyer's Agent ☐ Seller's (sub)agent ☑ Dual Agent

Listing Agent/Firm/Phone ROBERT RUDOLPH / CENTURY 21 MURPHY & RUDOLPH / 704-399-4848 Acting as ☐ Seller's (sub)agent ☑ Dual Agent

Produced by *PACforms* (888)722-3676

Standard Form No.

FEE: 200.00 CK # 1895
DATE: 8-4-99
VIW

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

#1

[ ] 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 #: 18628

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: [illegible] 113 22114

STREET ADDRESS: LOT 31 Plantation Ridge Rd.

SUBDIVISION OR MOBILE HOME PARK NAME: River

LOT NUMBER: 31

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2322 + 2322 basement

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

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

TOWNSHIP (CHECK ONE):

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

CLOSING DATE 8/30/99

Lot checked 8-7-99
Use existing repair
N/A w

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):

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

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

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

PROPERTY OWNER:

NAME: (LAST) Kelly (FIRST) Brian (MI) K & Andrea M.

ADDRESS: 12408 LAZY OAK LN.

CITY: CHARLOTTE STATE: NC ZIP: 28273

DAYTIME PHONE: (704) 571-2294

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) -

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 10/98

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: Brian K. Kelly DATE: 8/4/99

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

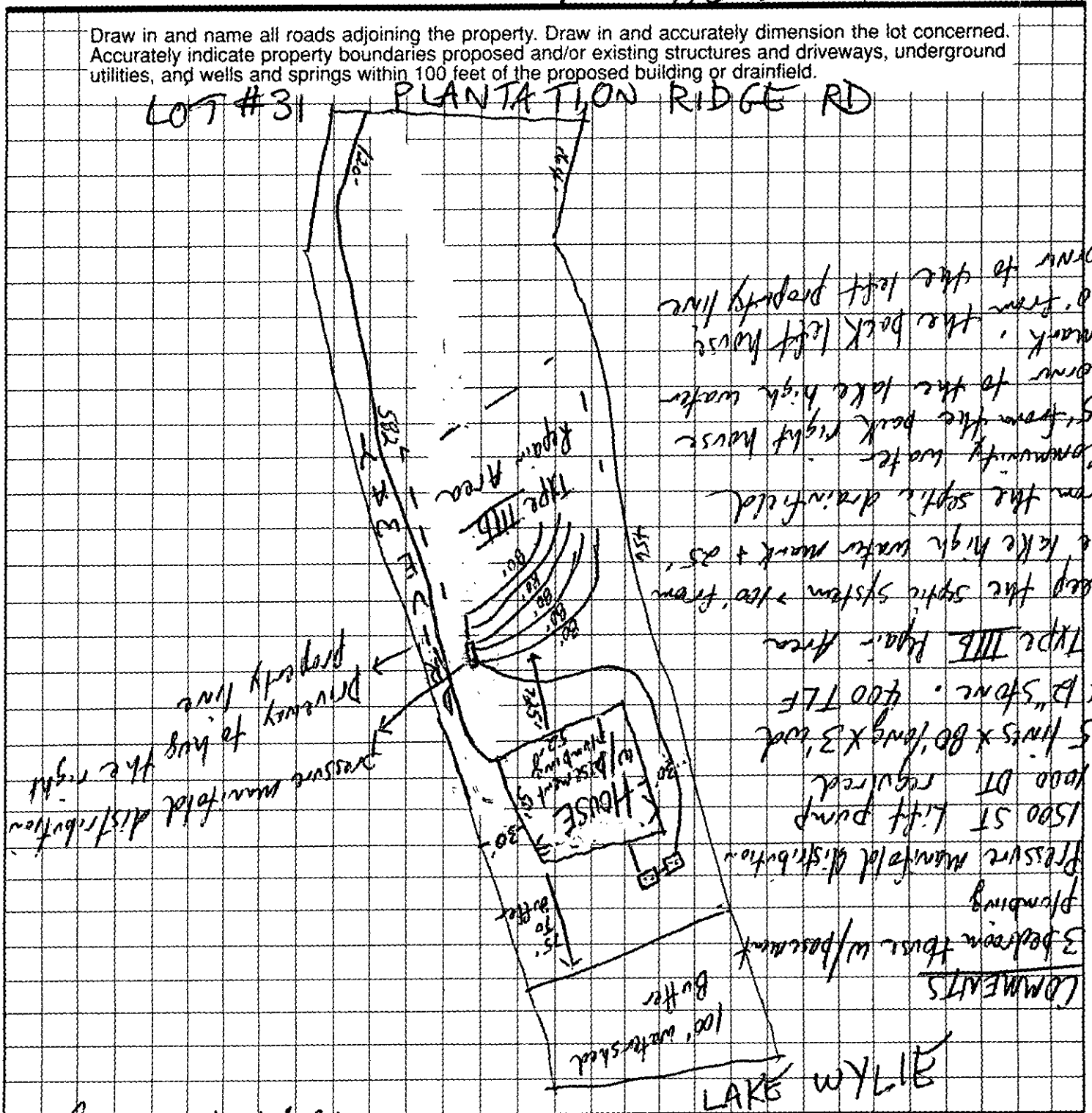
PROPOSED PLOT PLAN

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

FILE: 18628

TC: ~~113 201-14~~ 113-223-76

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.



Brian K Kelly
OWNER/AGENT SIGNATURE

DATE 8/4/99

APPROVAL DATE

BK 8/24/99

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

DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

COUNTY: _____

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

#1 18628
PO 113-221-03, 14/6
L 31

OWNER: Stover - Pearson, LLC
ADDRESS: 710 S. Marcella St, Harlowe
PROPOSED FACILITY: residence
LOCATION OF SITE: Plantation Ridge Road

APPLICANT: _____
APPLICATION DATE: _____
PROPOSED DESIGN FLOW (.1949): not given

DATE EVALUATED: _____
PROPERTY SIZE: .75
PROPERTY RECORDED: _____

WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 6-25% .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	0-6"	gr/scl	Fr/SE/SP/ss/sP	>48"	48"	N/A	None	PS .39/P2 IV
		6-48"	sBK/ SC	Fi/SE/SP/sP	To soil wetness				
2	R	0-5"	gr/scl	Fr/SE/SP/ss/sP	>48" To soil wetness	48"	N/A	None	PS .39/P2 IV
		5-28"	sBK/ C	Fi/SE/SP/sP					
		28-48"	sBK/ scl	Fr/SE/SP/ss/sP					
3	LS	0-5"	gr/scl	Fr/SE/SP/ss/sP	>48" To soil wetness	48"	N/A	None	PS .39/P2 IV
		5-48"	sBK/ C	Fi/SE/SP/sP					
4									

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: W. R. Marlin 6-11-97
OTHER(S) PRESENT: LSS

COMMENTS: 100% Reserve

LEGEND

use the following standard abbreviations

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

NOTES

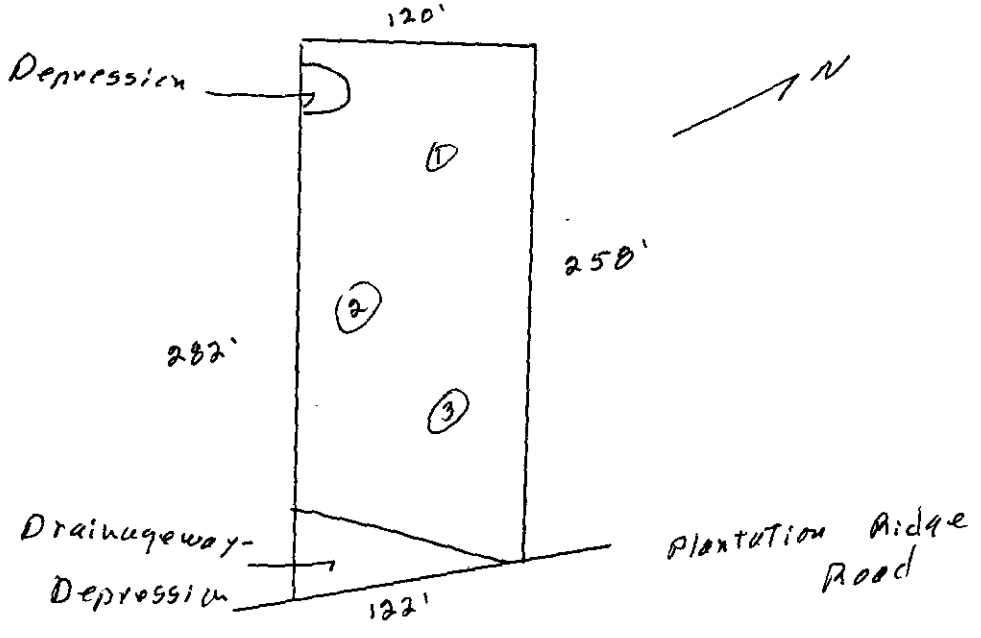
HORIZON DEPTH	In inches below natural soil surface
DEPTH OF FILL	In inches from land surface
RESTRICTIVE HORIZON	Thickness and depth from land surface
SAPROLITE	S(suitable) or U(unsuitable)
SOIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or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

Evaluation of saprolite shall be by pits.

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

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

1862



FEE: 100.00

DATE: 4-14-97

CK #1020

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

I JCRT

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

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

FILE #: ~~1772B - 1786B~~ 1862B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION: 113-321-03,14,16

TAX/PARCEL NUMBER: ~~TRACT 101, 102, 113~~

STREET ADDRESS: AMOS SMITH ROAD

SUBDIVISION OR MOBILE HOME PARK NAME: RIVER WALK PLANTATION

LOT NUMBER: 31

TOWNSHIP (CHECK ONE):

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

CLOSING DATE_____

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE:

NUMBER OF BEDROOMS: NUMBER OF OCCUPANTS:

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)
- ✓ SHARED WELL (S)
- ___ 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	___ 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: STOVER - PEARSON, LLC (LAST) (FIRST) (MI)

ADDRESS: 710 So. MARIETTA ST., STE 200

CITY: GASTONIA STATE: NC ZIP: 28054

DAYTIME PHONE: (704) 867 - 5002

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: ① PEARSON, JOE ② PEARSON, BOB (LAST) (FIRST) (MI)

DAYTIME PHONE: 704 867 - 5002

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

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SIGNED: Robert S. Pearson DATE: 4/7/97

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

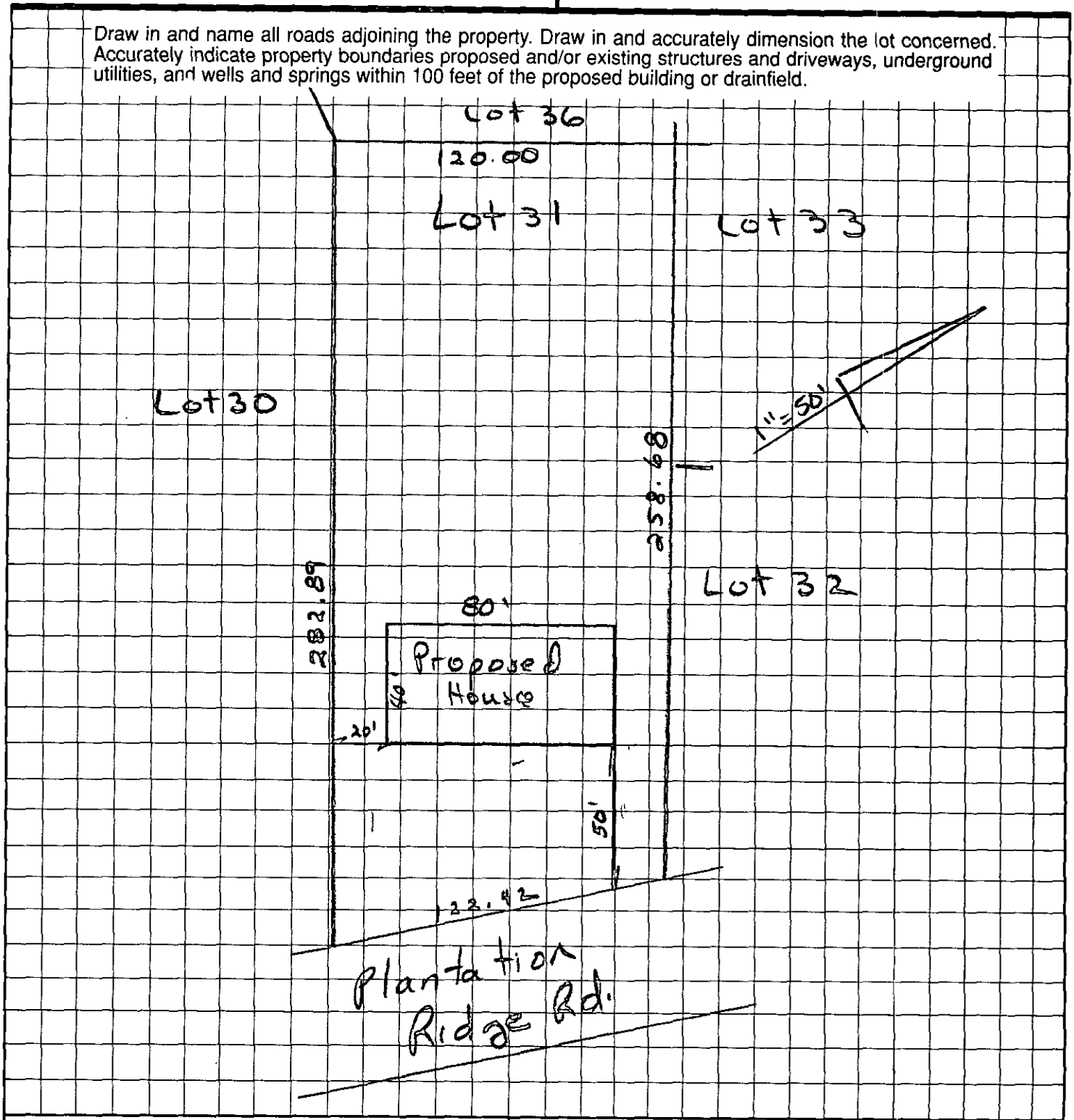
PROPOSED PLOT PLAN

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

FILE: 1862B

TC: 113-221, 03, 14, 16

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.



Robert A. Pearson
OWNER/AGENT SIGNATURE

DATE 4/7/97

APPROVAL DATE _____

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