


9116 CASTLE GARDEN LN

10815218

1/4/2008

duponbj

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

# CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 4453.B DATE: 10-23-01

TC: 108-1528 ☒ L ☒ CRT

SERIAL Nº 18702

Name of Owner GREG POOLE Juris.:

Address of Property 9116 CASTLE GARDEN LANE

**Inspection Data:**

Tank Material 1500 gal

Total Length of Drainfield 400

Number of Lines 4 @ 100

Cover Depth 12"

Water Supply Source WELL

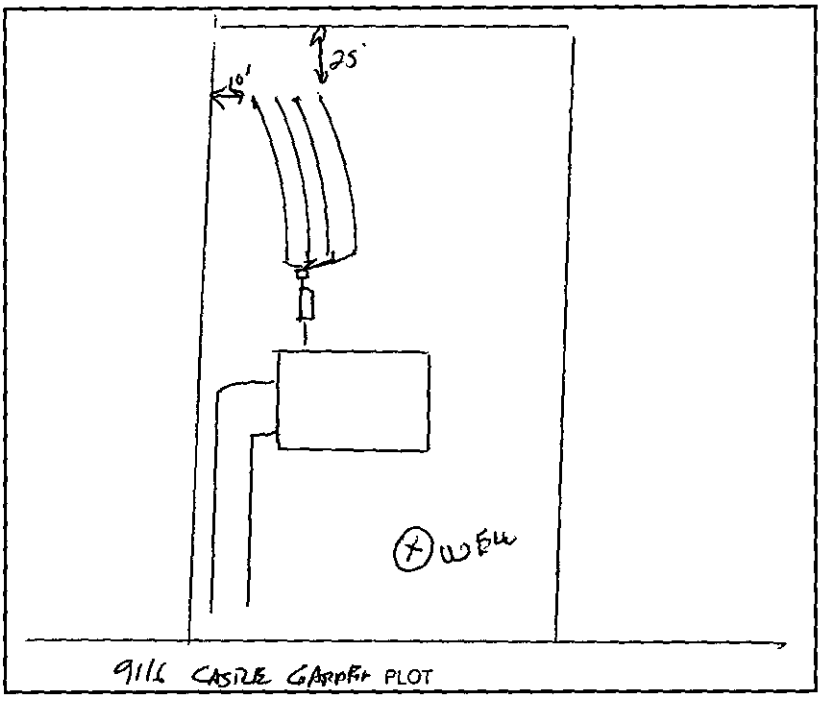
Distance to Water Source 125'

Excavation Inspected 10/23/01

Tank(s) Inspected 10/23/01

Wash Line Inspected —

High Water Alarm Inspected




Design 1500 gal ST 1200FT COV 12-6 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: TYPE II

Environmental Health Specialist

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

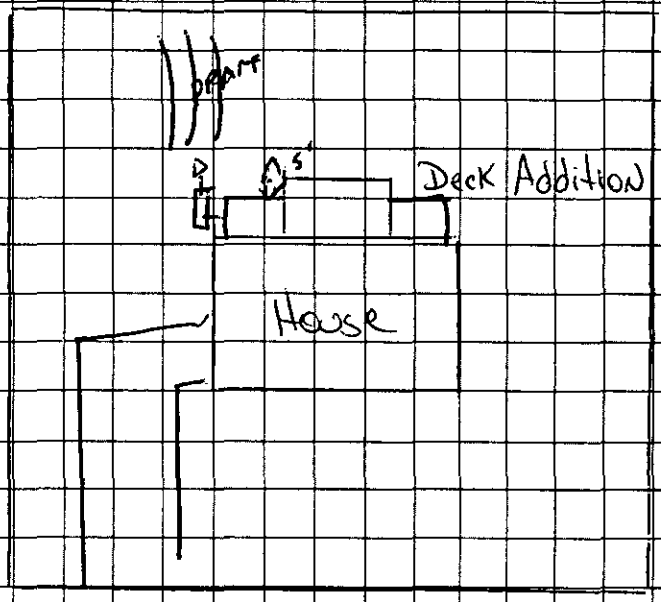
# PROPOSED PLOT PLAN

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

FILE: 44538

TC: 105-152-18

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.




2-1-02

DECK ADDITION

APPROVED

OWNER/AGENT SIGNATURE

DATE 2-1-02

APPROVAL DATE 2-1-02

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

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

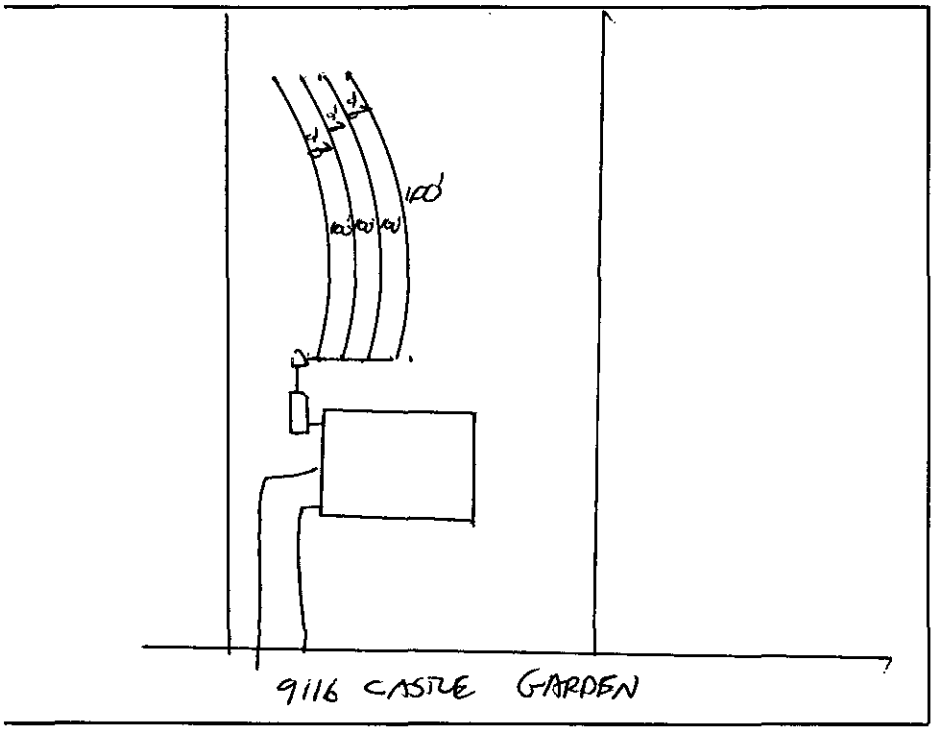
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4453B DATE: 9-18-01

TC: 105-152-18 ☐ L

SERIAL Nº 18832

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 10-16-00. All work shall be completed on or before _____, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.




PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank _____ gallons

Tank Construction PCC

Trench Depth 22"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous yes

Total Line Length 400 feet

Number of Lines 4

Depth of Stone 12" inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well 350' feet

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

NAME OF OWNER GREG POOL

LOCATION OF PROPERTY 9116 CASTLE GARDEN LANE

Comments: ① INSTALL 6" CLEAN SOIL

Environmental Health Specialist

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

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2001 APR 25 02:35 PM
BOOK 12147 PAGE 358-361 FEE $12.00
INSTRUMENT # 2001062088

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

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

**FILE #** 4453B
**PARCEL #** 108-152-18

The undersigned, Gregory S. Poole, owner of property located at 9116 Castle Garden Lane, Charlotte, NC, (the "site") and described in an instrument recorded in Book 12147 at Page 336, 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:* Thomas C. Ruff, Jr.
*Mail after recording to:* Thomas C. Ruff, Jr., Box 196

- 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 24 day of April, ~~199~~ 2001.

_____ (SEAL)
(Corporate Name)

By: _____

_____ President

ATTEST:

_____

_____ Secretary

(Corporate Seal)

Gregory S. Poole (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Thomas C. Ruffin, Jr., a Notary Public for said County and State, do hereby certify that Gregory S. Poole personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 24th day of April, 2001.

Notary Public

My Commission Expires:
10 Aug 04

THOMAS C. RUFFIN, JR. 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:** 04/25/2001 02:35 PM

**Book:** RE 12147 Page: 358-361

**Document No.:** 2001062088

PRMIT 4 PGS $12.00

**Recorder:** STEPHANIE LINDSEY

**********

State of North Carolina, County of Mecklenburg

The foregoing certificate of THOMAS C. RUFF, JR. Notary is certified to be correct. This 25TH of April 2001

JUDITH A. GIBSON, REGISTER OF DEEDS By: Valerie J. White
Deputy/Assistant Register of Deeds

**********

2001062088

paid in full

FEE: 300 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** ACJ
DATE: 5/14/01 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 2-1-01 PERMIT NO: 4453R
PARCEL NO: 108-152-18

JOB LOCATION ADDRESS: 9116 CASTLE GARDEN LANE
PROPERTY OWNER: GREG POOLE
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: CASTLE GARDEN
AUTHORIZATION ISSUED BY: _____ DATE: 2-1-01
DEHNR AUTHORIZED AGENT

## AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 4453R, 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 Gregory S Poole 2-1-01
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 4453B

Tax Number: 108-152-18

- 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>X 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 | 360 Max gallons/day wastewater flow | 200 Absorption Area (sq ft) | 9' Trench spacing (min. on centers) |
| YES Serviced by private well | ___ Gallon septic tank | 400 Total trench length (ft) | 18" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions) |
| 3 Bedrooms in residence | ___ Gallon pump tank | 12" Depth of stone | |

Any surface waters present: Type: Minimum separation distance:

Site modifications required:

Additional Conditions: (1) REQUIRES 6" OF SOIL COVER TO BE BROUGHT ONSITE.
(2) REQUIRES AGREEMENT FORM.

| | | | |
|---|---|---|---|
| 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 | X Innovative or Experimental:<br>___ IWWS-93-1<br>___ IWWS-93-2<br>___ IWWS-94-1 |

| | | | |
|---|---|---|---|
| 1200 Absorption Area (Sq ft)<br>300 Total Trench Length (Ft) | NA Depth of Stone Trench | 9' Trench spacing (min. on centers) | 18' Maximum Trench Depth |

For existing system, enter the year originally installed:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

- No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department.
- This Improvement permit is transferable.

DEHNR Authorized Agent — Date: 1-23-01

Owner/Agent Signature — Date: 1/23/01

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 214
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

IWWS-100195

FAX COVER PAGE 1

DATE : 4/24/01

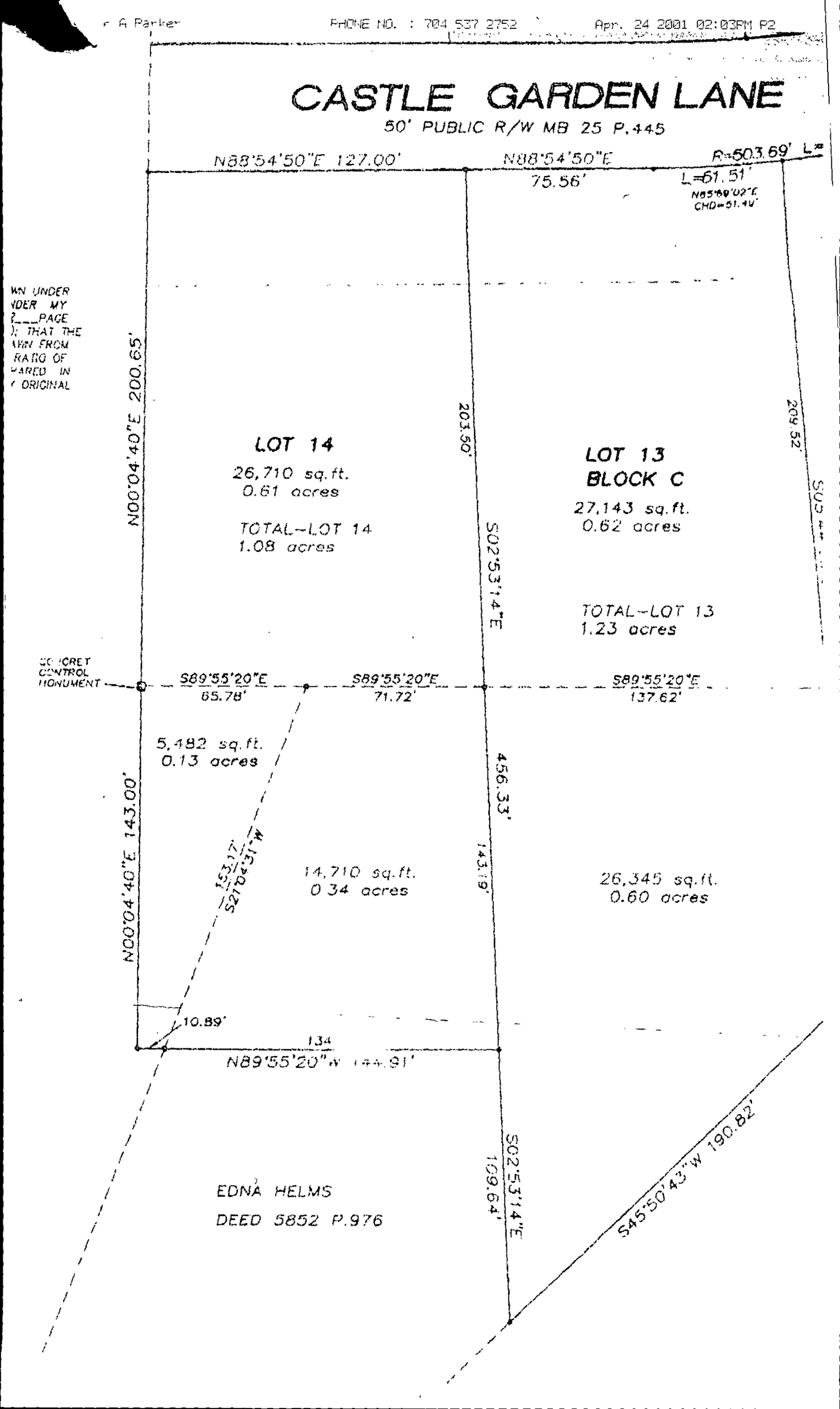
TO : NAME : DREW WALKER
FAX NO. : 336-6894

FROM : NAME : DAVE A. PARKER
PHONE FAX NO. : 537-2752

Number of Pages : 2 (including cover page)

Subject / Notes :

LOT 14 WAS CONVEYED TO MR.+ MRS. POOLE ON 4/24/01. SYSTEM DESIGN AGREEMENT TO FOLLOW FROM CLOSING ATTORNEY.
FILE # 4453 B
TAX PARCEL # 108-152-18
ST. ADDRESS, 9116 CASTLE GARDEN LN. 28215


CASTLE GARDEN LANE
50' PUBLIC R/W MB 25 P.445
N88°54'50"E 127.00'
N88°54'50"E
75.56'
R=503.69' L=
L=61.51'
N85°59'02"E
CHD=51.40'
WN UNDER
NDER MY
PAGE
): THAT THE
WN FROM
RATIO OF
PARED IN
ORIGINAL
N00°04'40"E 200.65'
LOT 14
26,710 sq.ft.
0.61 acres
TOTAL-LOT 14
1.08 acres
203.50'
S02°53'14"E
LOT 13
BLOCK C
27,143 sq.ft.
0.62 acres
TOTAL-LOT 13
1.23 acres
209.52'
SUS
CONCRET
CONTROL
MONUMENT
S89°55'20"E
65.78'
S89°55'20"E
71.72'
S89°55'20"E
137.62'
5,482 sq.ft.
0.13 acres
N00°04'40"E 143.00'
153.17'
S21°04'31"W
14,710 sq.ft.
0 34 acres
456.33'
143.19'
26,345 sq.ft.
0.60 acres
10.89'
134
N89°55'20"W 144.91'
EDNA HELMS
DEED 5852 P.976
S02°53'14"E
109.64'
S45°50'43"W 190.82'

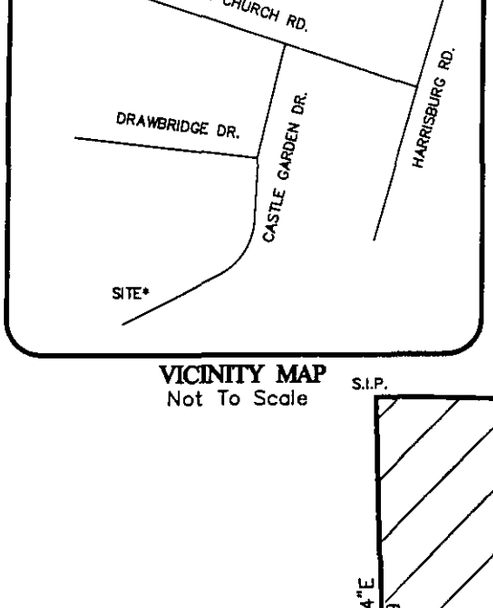
File # 4453B

THIS IS TO CERTIFY THAT ON THE 15TH DAY OF JANUARY 20 01 AN ACTUAL SURVEY WAS DONE UNDER MY SUPERVISION OF THE PROPERTY SHOWN HERON, THIS MAP IS NOT INTENDED TO MEET GS 47-30 RECORDING REQUIREMENTS.

SIGNED William T Powell


**EASTOVER ENGINEERING & SURVEYING, INC.**
WILLIAM T. POWELL "JR", N.C. PLS L-3981
600 SUITE 305 TOWNE CENTRE BOULEVARD
PINEVILLE, N.C. 28134
PHONE (704) 889-5017
FAX (704) 889-5022


NORTH CAROLINA PROFESSIONAL SEAL L-3981 LAND SURVEYOR WILLIAM T. POWELL, JR.




**VICINITY MAP**
Not To Scale

LEGEND

| | |
|---|---|
| E.I.P. | EXISTING IRON PIN |
| E.C.M. | EXISTING CONCRETE MONUMENT |
| S.I.P. | RE-SET IRON PIN |
| P.D.E. | PUBLIC DRAINAGE EASEMENT |
| CLOSURE | EXCEEDS 1 INCH in 10,000' |
| ——— | PROPERTY LINE |
| - - - - - | ADJOINER PROPERTY LINE BY DEED OR PLAT |

NOW OR FORMERLY
EDNA HELMS
D.B. 5140 PG. 669




N
M.B. 25 PG. 445

NOW OR FORMERLY
EDNA HELMS
D.B. 5140 PG. 669

# CASTLE GARDEN LANE

50' PUBLIC R/W

BOUNDARY SURVEY
OF
LOT 14, BLOCK C, CASTLE GARDENS, PHASE 1, MAP 2
CLEAR CREEK TOWNSHIP, MECKLENBURG COUNTY, NC.

PROPERTY OF GREG POOLE
SCALE: 1"=50'
MAP RECORDED IN M.B. 25 PG. 445 DEED RECORDED IN BOOK: _____ PAGE: _____

DRAWN BY: RLA DRAWING NUMBER _____

# PROPOSED PLOT PLAN

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

FILE: 4453 B

TC: 108-152-18

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

SCALE 1" = 60'

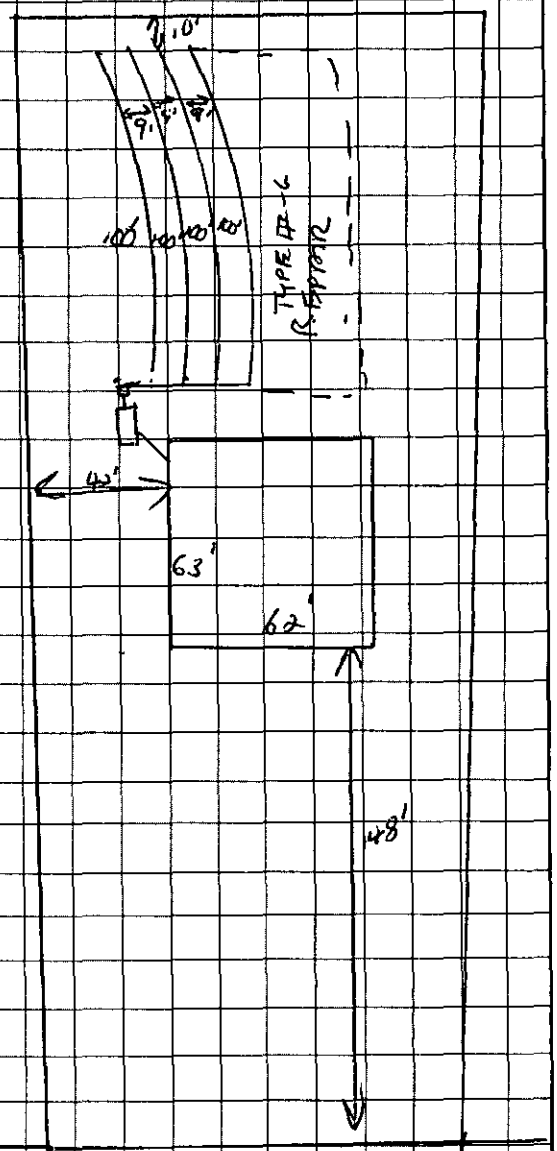
PERMIT FOR
9116 CASTLE GARDEN LANE
CASTLE GARDENS LOT #14

(1) INSTALL DRAIN LINES SHALLOW (18") AND ON CONTOUR

(2) REPAIR AREA MUST BE TYPE III-G INNOVATIVE INSTALLATION WHICH WILL BE REQUIRED TO HAVE AGREEMENT FORMS SUBMITTED TO THIS OFFICE

(3) BECAUSE OF SHALLOW INSTALLATION, 6" OF SOIL COVER MUST BE INSTALLED OVER DRAINLINES; SOIL MUST BE CLAY TO CLAY LOAM, FREE OF ROCK AND EXPANSIVE MATERIAL

(4) LOCATE ALL LINES AND TANK 50' FROM ALL WELLS.




X [signature]
OWNER/AGENT SIGNATURE

DATE 1/23/01

APPROVAL DATE 1-23-01 [signature]

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

AS #2

Sheet: 1
PO 108-152-08, 09
Property ID: 108-152-18
Lot #: 14
File #: 4453 B

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

OWNER: Edna B. Helms APPLICANT: Dave A. Parker
ADDRESS: 9312 Castle Harden Farm, Charlotte DATE EVALUATED: 10-27-00
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 360gpd PROPERTY SIZE: .86
LOCATION OF SITE: 9116 Castle Harden Farm 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 % (Slopes 5-12%) | Horizon Depth (IN.) | SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE | SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE MINERALOGY | OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR | OTHER PROFILE FACTORS .1943 SOIL DEPTH | OTHER PROFILE FACTORS .1956 SAPRO CLASS | OTHER PROFILE FACTORS .1944 RESTR HORIZ | PROFILE CLASS &LTAR |
|---|---|---|---|---|---|---|---|---|---|
| 1 | LS | 0-6" | gr/sl | Fr/SE x Pl/ SS/SP | 748" TO soil wetness | 48" | N/A | None | PS .39/ F2 IV |
| | | 6-31" | SBK/ C | F:/SE x Pl/ S/P | | | | | |
| | | 31-40" | SBK/C/ | Fr/SE x Pl/ SS/SP | | | | | |
| | | 40-48" | SBK/SC/ | Fr/SE x Pl/ SS/SP | | | | | |
| 2 | LS | 0-5" | gr/sc/ | Fr/SE x Pl/ SS/SP | 735" TO soil wetness | 35" | N/A | None | US .39/ F2 IV |
| | | 5-24" | SBK/ C | F:/SE x Pl/ S/P | | | | | |
| | | 24-35" | SBK/ SC/ | Fr/SE x Pl/ SS/SP | | | | | |
| 3 | LS | 0-6" | gr/sc/ | Fr/SE x Pl/ SS/SP | 745" TO soil wetness | 45" | N/A | None | PS .39/ F2 IV |
| | | 6-25" | SBK/C | F:/SE x Pl/ S/P | | | | | |
| | | 25-45" | SBK/ SC/ | Fr/SE x Pl/ SS/SP | | | | | |
| 4 | LS | 0-5" | gr/sc/ | Fr/SE x Pl/ SS/SP | 748" TO soil wetness | 48" | N/A | None | PS .39/ F2 IV |
| | | 5-33" | SBK/ C | F:/SE x Pl/ S/P | | | | | |
| | | 33-48" | SBK/ SC/ | Fr/SE x Pl/ SS/SP | | | | | |
| 5 | LS | 0-8" | gr/sl/ | Fr/SE x Pl/ NS/NP | 2.5Y 7/1 @ 31" | 34" | N/A | None | PS |
| | | 8-14" | gr/sc/ | Fr/SE x Pl/ SS/SP | | | | | |
| | | 14-31" | SBK/C | F:/SE x Pl/ S/P | | | | | |
| | | 31-34" | ABK/C | VF:/Mixed/ US/ NP | | | | | |
| 6 | LS | 0-4" | gr/sl | Fr/SE x Pl/ NS/NP | 739" TO soil wetness | 39" | N/A | None | PS .22 SHP2 IV |
| | | 4-9" | SBK/sc/ | Fr/SE x Pl/ SS/SP | | | | | |
| | | 9-31" | SBK/ C | F:/SE x Pl/ S/P | | | | | |
| | | 31-39" | SBK/ SC/ | Fr/SE x Pl/ SS/SP | | | | | |

| DESCRIPTION | INITIAL SYSTEM | REPAIR SYSTEM |
|---|---|---|
| Available Space (.1945) | US | US |
| System Type(s) | | |
| Site LTAR | .39 | . |

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W.G. Mallis LSS 10-27-00
OTHER(S) PRESENT:

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

Sheet: 2
Property ID:
Lot #:
File #: 44530

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

OWNER: APPLICANT:
ADDRESS: DATE EVALUATED:
PROPOSED FACILITY: PROPOSED DESIGN FLOW (.1949) PROPERTY SIZE:
LOCATION OF SITE: PROPERTY RECORDED:
WATER SUPPLY: ☐Private ☐Public ☐Well ☐Spring ☐Other
EVALUATION METHOD: ☐Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☐Sewage ☐Industrial Process ☐Mixed

| PROFILE # | .1940 Landscape Position/ Slope % | Horizon Depth (IN.) | SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE | SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE MINERALOGY | OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR | OTHER PROFILE FACTORS .1943 SOIL DEPTH | OTHER PROFILE FACTORS .1956 SAPRO CLASS | OTHER PROFILE FACTORS .1944 RESTR HORIZ | PROFILE CLASS &LTAR |
|---|---|---|---|---|---|---|---|---|---|
| 7 | LS | 0-6" | gr/sl | Fr/SE/PL/NS/NP | 2-5Y 6/1 @ 20" | 35" | N/A | None | US |
| | | 6-19" | SBK/sc/ | Fr/SE/PL/SS/SP | | | | | |
| | | 19-35" | ABK/SBK/C | VF/Mixed//VS/VP | | | | | |
| 8 | LS | 0-12" | gr/sl | Fr/SE/PL/NS/NP | 7.5Y" TO soil wetness | 39" | N/A | None | US |
| | | 12-27" | SBK/C | F/SE/PL/SP | | | | | |
| | | 27-39" | ABK/C | VF/Mixed//VS/VP | | | | | |
| 9 | LS | 0-11" | gr/sl | Fr/SE/PL/NS/NP | 7.5Y" TO soil wetness | 34" | N/A | None | US .225 9/F2 IV |
| | | 11-34" | SBK/C | F/SE/PL/SP | | | | | |
| 10 | LS | 0-9" | gr/sl | Fr/SE/PL/NS/NP | 7.5Y" TO soil wetness | 45" | N/A | None | PS .39/F2 IV |
| | | 9-31" | SBK/C | F/SE/PL/SP | | | | | |
| | | 31-45" | SBK/C/ | Fr/SE/PL/SS/SP | | | | | |
| 11 | LS | 0-10" | gr/sl | Fr/SE/PL/NS/NP | 7.5Y" TO soil wetness | 48" | N/A | None | PS .39/F2 IV |
| | | 10-24" | SBK/C | F/SE/PL/SP | | | | | |
| | | 24-48" | SBK/C/ | Fr/SE/PL/SS/SP | | | | | |
| 12 | LS | 0-9" | gr/sl | Fr/SE/PL/NS/NP | 7.5Y" TO soil wetness | 37" | N/A | None | PS .39/F2 IV |
| | | 9-25" | SBK/C | F/SE/PL/SP | | | | | |
| | | 25-37" | SBK/C/ | Fr/SE/PL/SS/SP | | | | | |
| 13 | LS | 0-10" | gr/sl | Fr/SE/PL/NS/NP | 7.5Y" TO soil wetness | 35" | N/A | None | US |
| | | 10-24" | SBK/C | F/SE/PL/SP | | | | | |
| | | 24-35" | ABK/C | VF/Mixed//VS/VP | | | | | |

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

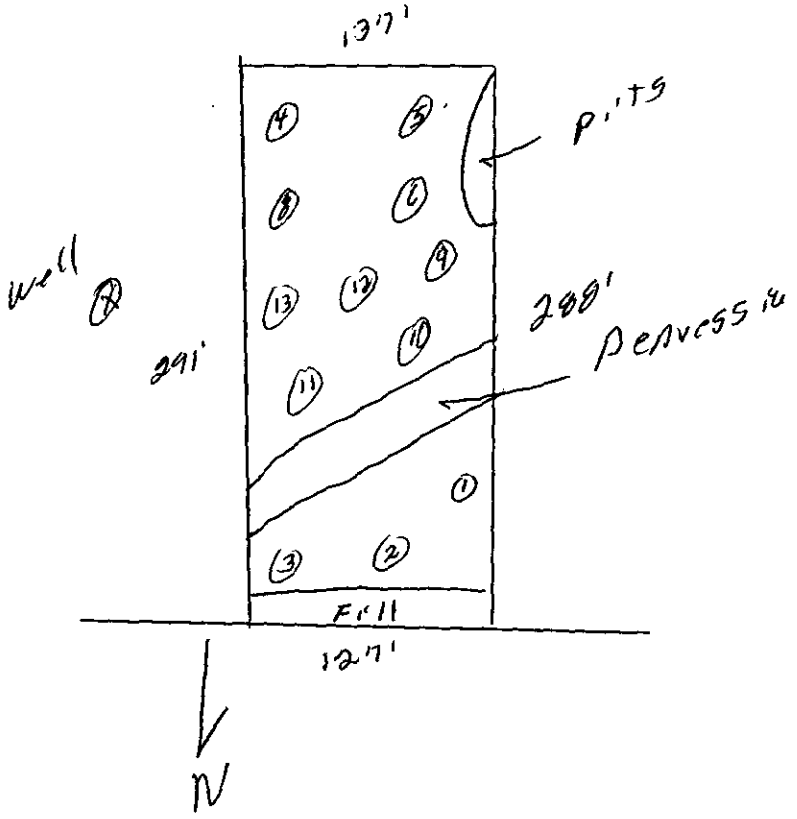
OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948):
EVALUATED BY:
OTHER(S) PRESENT:

FILE # 44533

COMMENTS 1006 Reserve

| LANDSCAPE POSITION | GROUP | TEXTURE | .1955 LTAR | CONSISTENCE MOIST | CONSISTENCE WET |
|---|---|---|---|---|---|
| R-RIDGE | I | S-SAND | 1.2-0.8 | | |
| S-SHOULDER SLOPE | | LS-LOAMY SAND | | VFR-VERY FRIABLE | NS-NON-STICKY |
| L-LINEAR SLOPE | | | | FR-FRIABLE | SS-SLIGHTLYSTICKY |
| FS-FOOT SLOPE | II | SL-SANDY LOAM | 0.8-0.6 | FI-FIRM | S-STICKY |
| N-NOSE SLOPE | | L-LOAM | | VFI-VERY FIRM | VS-VERY STICKY |
| H-HEAD SLOPE | | | | EFI-EXTREMELY FIRM | NP-NON-PLASTIC |
| CC-CONCLAVE SLOPE | III | SI-SILT | 0.6-0.3 | | SP-SLIGHTLYSTICKY |
| CV-CONVEX SLOPE | | SICL-SILTY CLAY LOAM | | | P-PLASTIC |
| T-TERRACE | | CL-CLAY LOAM | | | VP-VERY PLASTIC |
| FP-FLOOD PLAIN | | SCL-SANDY CLAY LOAM | | | |
| | IV | SC-SANDY CLAY | 0.4-0.1 | | |
| | | SIC-SILTY CLAY | | | |
| | | O-ORGANIC | | | |

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



FEE: 200.00

DATE: 10-16-00 e Rec'd

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

I 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 #: 4453B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 108-152-18

STREET ADDRESS: 9116 CASTLE GARDEN LN.

SUBDIVISION OR MOBILE HOME PARK NAME: CASTLE GARDENS

LOT NUMBER: 14 BC

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2322

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

CLOSING DATE JAN. 31, 2001

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT ON SLAB
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 __ YES X NO
EXISTING WASTEWATER SYSTEMS __ YES X NO
EASTMENTS OR RIGHT-OF-WAYS __ YES X NO
WELL, SPRINGS OR WATERLINES __ YES X NO
DESIGNATED WETLANDS __ YES X NO

| PROPERTY OWNER: | LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE: |
|---|---|
| NAME: (LAST) HELMS (FIRST) EDNA (MI) B | NAME: (LAST) PARKER (FIRST) DAVE (MI) A |
| ADDRESS: 9312 CASTLE GARDEN LN. | DAYTIME PHONE: ( ) 537 - 2752 |
| CITY: CHARLOTTE STATE: N.C. ZIP: 28215 | |
| DAYTIME PHONE: ( ) 537 - 2752 | |

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? OCT 3 1992

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: Dave A. Parker DAVE A. PARKER DATE: 10/16/00

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

# MECKLENBURG COUNTY HEALTH DEPARTMENT
## Environmental Health Fees

DAVE PARKER
Requestor (please print): Phone #: Date Requested: 10.16.00 Date Filled:

Account Name: Cash Charge Account No.:

I certify that I am authorized to charge this account for this service:

Signature: Printed Name: Date:

| T.C. | Qty | Description | Unit Cost | Total Cost |
|---|---|---|---|---|
| 0701 | 1 | Improvement Permit Application - Residential | $ 200.00 | 200.— |
| 0735 | | Improvement Permit Application - Commercial | $ 400.00 | |
| 0702 | | Optional Site Evaluations | $ 100.00 | |
| 0703 | | Installation and Final Approval | $ 150.00 | |
| 0704 | | Change in Plot Plan | $ 100.00 | |
| 0705 | | MH Exc/Add/Repl without System Modification | $ 100.00 | |
| 0706 | | MH Exc/Add/Repl with System Modification | $ 300.00 | |
| 0707 | | Site Consultation Visit | $ 100.00 | |
| 0734 | | Authorization for Wastewater System Construction | $ 150.00 | |
| 0708 | | Realty Closing - Conventional | $ 85.00 | |
| 0709 | | Realty Closing - FHA with water | $ 135.00 | |
| 0710 | | Additional Trips | $ 65.00 | |
| 0711 | | Well Water Analysis-Bacteriological with regular parameters | $ 50.00 | |
| 0712 | | Well Water Analysis -Nitrates and Nitrites | $ 15.00 | |
| 0714 | | Well Water Analysis - Organic Analysis | $ 200.00 | |
| 0715 | | Admin. Fee - Field Activity Letter | $ 25.00 | |
| 0718 | | Residential Pool Permit | $ 50.00 | |
| 0719 | | Public Pool Permit - operating | $ 240.00 | |
| 0720 | | Seasonal Pool Permit - operating | $ 120.00 | |
| 0736 | | Pool Late Fee | $ 120.00 | |
| 0733 | | Permit to Construct a Public Pool | $ 200.00 | |
| 0721 | | Home Day Care Evaluation and Permit | $ 70.00 | |
| 0722 | | Home Day Care Evaluation and Annual Fee | $ 40.00 | |
| 0723 | | Eval and Report Non-Permit Facility | $ 50.00 | |
| 0724 | | Private Pool Testing | $ 15.00 | |
| 0731 | | Garbage Hauler Permit - (1-9 vehicles) | $ 30.00 | |
| 0736 | | Garbage Hauler Permit - (each over 9) | $ 20.00 | |
| 0725 | | Document Copies | $ 0.05 | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Payment received by: JMc Date: 10/16/00 Total: 200.—

9116 Castle Gordon Ln.

4/2000

White-AUDIT Canary-CUSTOMER Pink-DIVISION

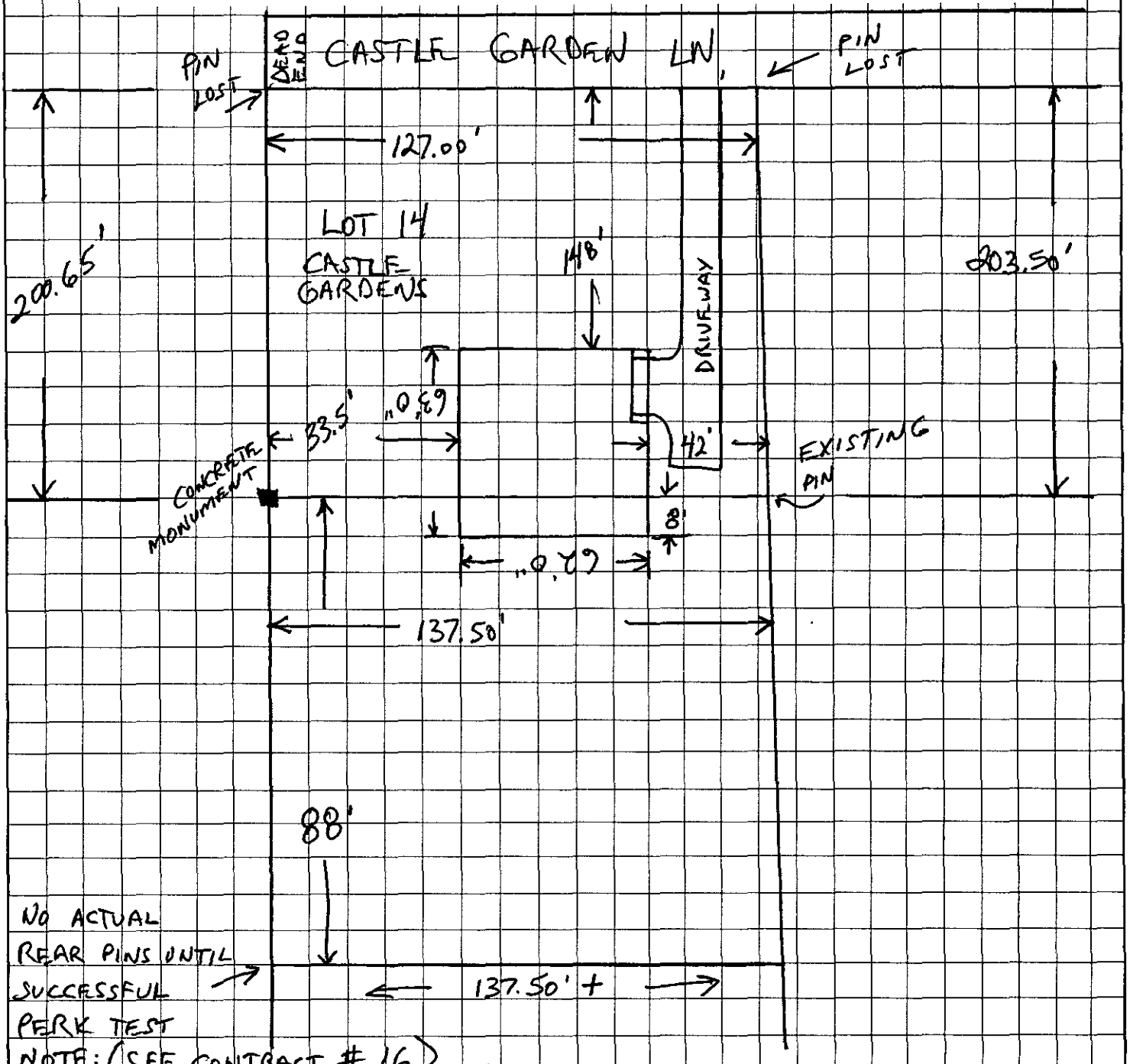
# PROPOSED PLOT PLAN

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

FILE: 4453B

TC: 108-152-18

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.




BUYER GREG POOLE + MICHELLE BROWN / DAVE PARKER 537-2752

OWNER/AGENT SIGNATURE

DATE 10/16/00

APPROVAL DATE _____

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

COPY

# OFFER TO PURCHASE AND CONTRACT

GREG S. POOLE AND MICHELLE D. BROWN, as Buyer,
hereby offers to purchase and EDNA B. HELMS, as Seller,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

**1. REAL PROPERTY:** Located in the City of N/A, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as:
Street Address 9116 CASTLE GARDEN LN., TAX PARCEL 108-152-18 Zip 28215
Legal Description: DEED REF. 5140-0769, PROPERTY DESCRIPTION L 14 BC M25-445
(☐ 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:
NONE

**3. PERSONAL PROPERTY:** The following personal property is included in the purchase price: NONE

**4. PURCHASE PRICE:** The purchase price is $ 30,000 and shall be paid as follows:
(a) $ 500, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____
to be deposited and held in escrow by HORIZON REALTY, as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____.
(c) $ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan (s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 29,500, BALANCE of the purchase price in cash at closing.

**5. CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before ~~OCTOBER 31, '00~~ MOA NOV. 30, 2000, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other N/A loan at a ☒ Fixed Rate ☐ Adjustable Rate ☐ Other: N/A in the principal amount of $ 180,000 for a term of 30 year(s), at an interest rate not to exceed 8.00 % per annum, with mortgage loan discount points not to exceed 1.0 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: NONE.
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for SINGLE FAMILY RESIDENTIAL purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

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

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

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

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

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

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

**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) VACANT LOT

☐ 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 CLOSING. 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 JAN. 31, 2001, 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.) 1.) SUBJECT TO BUYER'S APPROVAL OF ESTIMATES TO BUILD RESIDENCE 2) IN LINE WITH SURVEY PINS AN EXTRA EIGHTY FEET OF PROPERTY OFF THE REAR OF THE HOUSE LOCATION WILL BE CONVEYED. 3.) COST OF SURVEY TO BE PAID BY 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. 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.

SEE TWO PAGE ADDENDA.

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 Gregory S Parker (SEAL) Seller Edna B. Helms (SEAL)
SS/Tax ID# 241-29-0165 SS/Tax ID# 245-38-2892

Buyer Michelle D. Blount (SEAL) Seller _____ (SEAL)
SS/Tax ID# 245-35-3288 SS/Tax ID# _____
Date: 10-4-00 Date: 10-6-00

**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 10-4-00 Firm: HORIZON REALTY
By: Dave A. Parker DAVE A. PARKER

Selling Agent/Firm/Phone DAVE A. PARKER / HORIZON REALTY / 537-2752 Acting as ☐ Buyer's Agent ☒ Seller's (sub)agent ☐ Dual Agent

Listing Agent/Firm/Phone " " " Acting as ☒ Seller's (sub)agent ☐ Dual Agent

# ADDITIONAL PROVISIONS ADDENDUM

NOTE: Only the provisions marked below are a part of the Offer to Purchase and Contract:

1. _____ **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to _____, on or before _____ ☐ AM ☐ PM, on _____, or until withdrawn by the Buyer, whichever occurs first.

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

3. X **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 3 bedroom home, or _____ 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 NOV. 30, 2000

4. _____ **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for _____. 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 _____.

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

6. _____ **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 _____. In any event, the cost of the appraisal shall be borne by the Buyer.

7. _____ **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 this contingency is not removed on or before midnight of _____, Seller may terminate this contract and all earnest monies shall be returned to Buyer.

8. _____ **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's deposits, uncured 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. _____ **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) of 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.

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

Buyer: _____ (SEAL) Date 10-4-00

Buyer: _____ (SEAL) Date 10-4-00

Seller: Edna B. Helms (SEAL) Date 10.6.00

Seller: _____ (SEAL) Date _____

ADDENDA

Subject to a conventional perk test.

Subject to approval of house plans and architectural review before construction commences.

Subject to approval of builder before construction commences.

Zoning requirements for a business in your home, customary home occupation by Charlotte - Mecklenburg Building Standards Department is added as an addenda to this offer.

Seller places zoning restriction of ten foot sideyard minimum.

Note: Neighborhood restictions are included in package.

IF CASTLE GARDEN LN. IS EVER EXTENDED THE ROAD SHALL BE AT A 90° ANGLE TO BUYER'S LOT FOR A MINIMUM OF 127' SUCH THAT BUYER'S LOT DOES NOT BECOME A CORNER LOT. BUYER HAS FIRST REFUSAL ON SAID LOT.

TWO LARGE DOWNED TREES ON ADJACENT LAND SHALL BE CUT INTO SECTIONS OF EIGHTEEN INCHES BY SELLER.