

16026 SUNSET DR

00102358

1/8/2008

duponbj

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

Piedmont
Natural Gas
Company

Post Office Box 33068
Charlotte, North Carolina 28233

January 17, 2006

Mr. Mike Ramsey
19701 W. Catawba Avenue
Cornelius, N. C. 28031

Dear Mr. Ramsey:

We have considered your request, and have no objection to your plan to cross our natural gas pipeline right of way on your lot at 16026 Sunset Drive, to access a drain field site.

Approval is granted on the condition that the line across our right of way is a solid line, and that no portion of the septic tank or drain field is installed within the limits of the right of way.

Please contact me at (704)731-4321 if you have a question, or need additional information.

Sincerely yours,

John R. Carter

John R. Carter
Property Management

My Commission Expires 10-1-2007

State of North Carolina, **Mecklenburg** County

I, a Notary Public of the County and State aforesaid, certify that **John R. Carter** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal this 17 day of Jan, 2006.

Noreen R. Brewer, Notary Public

My Commission Expires: My Commission Expires 10-1-2007

ERA Knight Realty, Inc.
19701-A West Catawba Ave.
Cornelius, NC 28031
Phone: 704-892-7373
Fax: 704-892-9661
www.ERAKnightRealty.com

ERA REAL ESTATE RELOCATION

ERA MORTGAGE

Fax

To: Jeremy Michelone **From:** Mike Ramsey

Fax: **Date:** 1/20/06

Phone: **Pages:** 2 + Cover

Re: **CC:**

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

We Will Sell Your House, Or ERA Will Buy It.

For the reasons set out above, the property is currently classified **UNSUITABLE**, and an improvement permit shall not be issued for this site in accordance with Rule .1948 (c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE.**

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the
N. C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, NC 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 733-0926 or from the OAH web site at www.oah.state.nc.us/form.htm. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N. C. General Statue 130A-335(g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER.** The date of this letter is **April 13, 2005**. Meeting the 30-day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do not wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N. C Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, NC. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

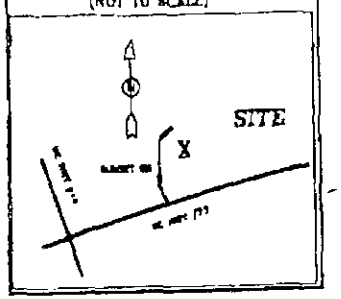
You may call or write the local health department if you need any additional information or assistance.

Sincerely,

Jeremy Michelone, R.S
Authorized Agent - DENR

Encl: (2)

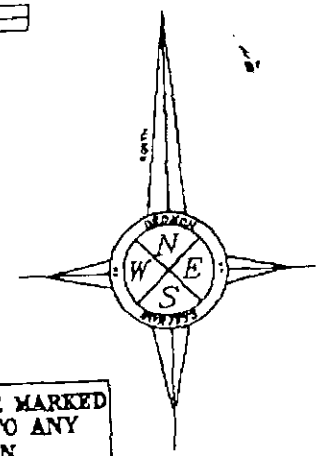
VICINITY MAP
(NOT TO SCALE)



PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHTS OF WAYS OR EASEMENTS NOT OBSERVED

NOTE: OWNER TO VERIFY ALL SETBACKS & ZONING REGULATIONS PRIOR TO ANY PLANNING OR CONSTRUCTION.

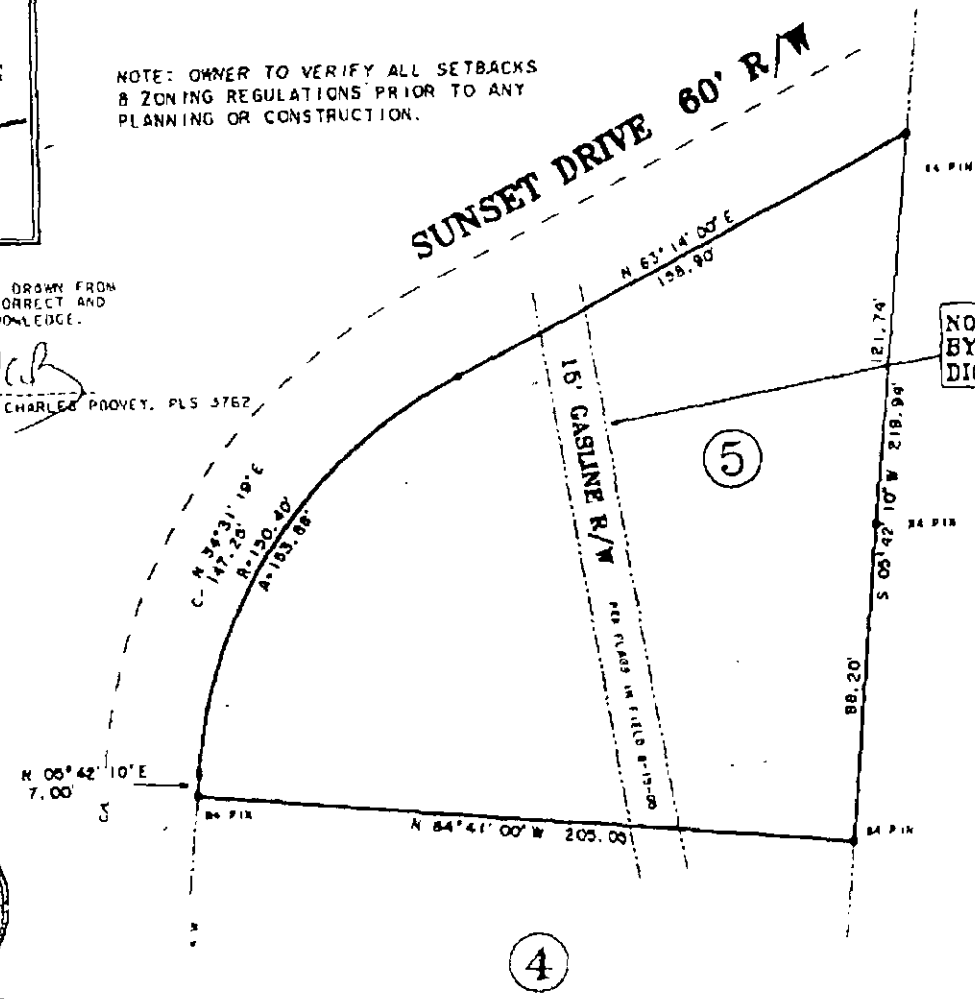
40 0 40 80 120
GRAPHIC SCALE - FEET



I CERTIFY THIS PLAT WAS DRAWN FROM AN ACTUAL SURVEY AND IS CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE.

DAVID CHARLES POOVEY, PLS 3762

NORTH CAROLINA PROFESSIONAL SEAL L-3762 SURVEYOR DAVID CHARLES POOVEY



NOTE: GAS LINE SHOULD BE MARKED BY GAS COMPANY PRIOR TO ANY DIGGING OR CONSTRUCTION.

PHYSICAL SURVEY
FOR
KENNETH & EILEEN JACKSON

LEMLEY TWSP MECKLENBURG COUNTY
AUGUST 19, 2005 SCALE:1" = 40'

RONNIE DEDMON SURVEYORS, P.A.
RONNIE DEDMON, PLS #1222
CHUCK POOVEY, PLS #3762
ROBERT DEDMON, PLS #3899
PHILLIP HARRIS, PLS #4164
4637 NORTH HIGHWAY #16
P. O. BOX 494 DENVER, N.C. 28037
(704) 483-4908

DEED 2369/235 & DEED 3743/768

DEDMON SURVEYS

704-892-9661

HE SUN/CP

Internal Use Only:
- [x] Registration
- [ ] Disinfection

Initials: _____

Date: _____

Well has already been registered with Mecklenburg County Groundwater & Wastewater Services:
- [ ] Yes
- [ ] No

MECKLENBURG COUNTY
Land Use & Environmental Services Agency
Water & Land Resources
Groundwater & Wastewater Services
Well Registration & Disinfection Notification Form for MINOR Repairs

Well Registration

Type of well: [x] Private water supply well [ ] Public water supply well

Well being registered by:

[ ] Homeowner [ ] Representative [ ] Consultant [ ] Tenant [x] Well Driller [ ] Legal agent for property owner

Well Location:
Address 1829 Sunset Rd.
City Charlotte
State NC Zip 28216

Property Owner Information:
Name: Jackie Barlowe
[x] Same address as well location address
Address _____
City _____
State _____ Zip _____

Contact Information:
Name Jackie Barlowe
Phone1 704 393 9122 Phone2 _____
E-mail _____

Well Information:

Drinking water wells currently in use on this property:	1	Drinking water wells NOT currently in use on this property:	0
Irrigation wells currently in use on this property:	0	Irrigation wells NOT currently in use on this property:	0
Geothermal wells currently in use on this property:	0	Geothermal wells NOT currently in use on this property:	0
Other wells currently in use on this property:	0	Other wells NOT currently in use on this property:	0
Homes/businesses connected to this well:	1	# Persons drinking well water daily:	2

Property Use:
[x] Single-family dwelling [ ] Multi-family dwelling [ ] Business [ ] Other

[ ] Do you have concerns about your water?

[ ] Do you want to have your water tested?

Disinfection Notification

Well Contractor / Pump Installer responsible for work performed: Michael Francis

Well Contractor / Pump Installer phone number: 704 394 1995

Type of repair work performed: changed tank

Date repair work completed: 1-16-06 Date well disinfected: 1-16-06

Michael Francis
Authorized Agent's Signature

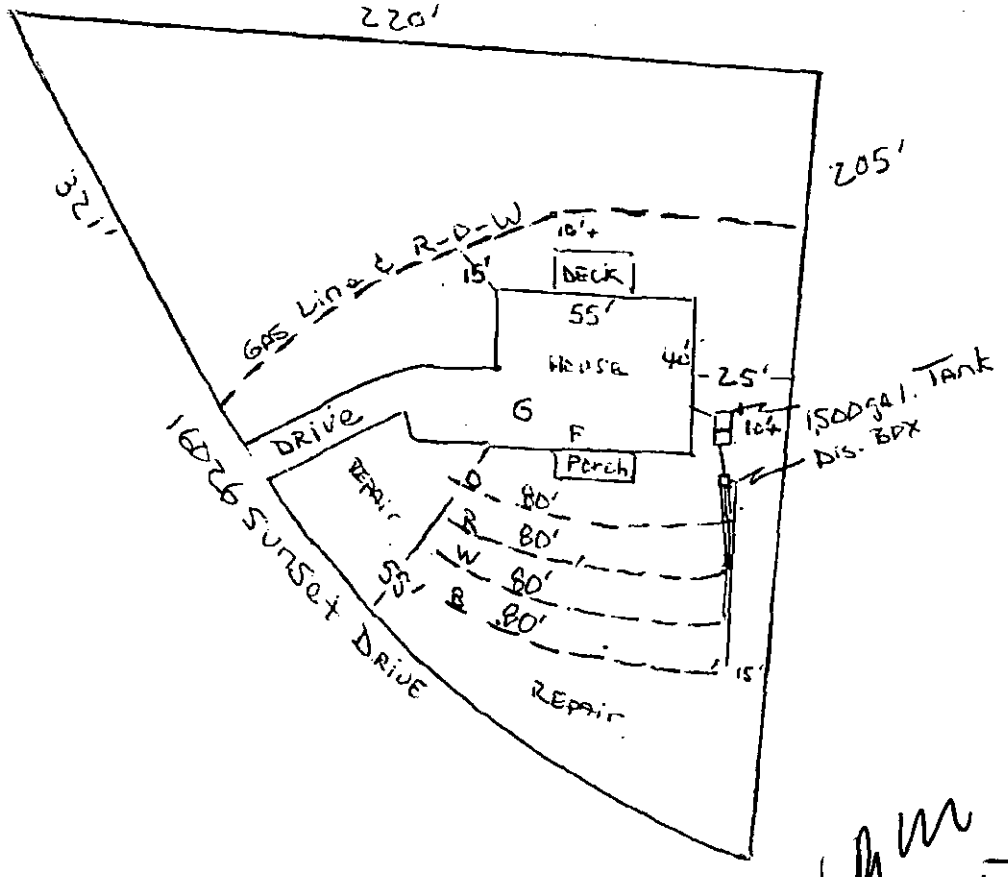
1-20-06
Date

Return completed form to: Mecklenburg County /Groundwater & Wastewater Services
700 N. Tryon St., Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

16026 Sunset Drive

M.C.H.D.
File: 5709-B
Lot 5

(3) bedrm., Gravity fed, Easy Flow Chamber Septic Sys.
(320') (4) 80' Chamber Lines.
(8) Chamber Units per Line = 32 units
1,500 gal. Septic Tank, Distribution Box, Filter/Riser (Tank)
* SEE Attached Soils' Report * Trench Profile Sheet Attch.



NW RM
9-16-05

Tommy Medlock, R.S. 9/13/05

T-Instruments
704 866-9540
$150

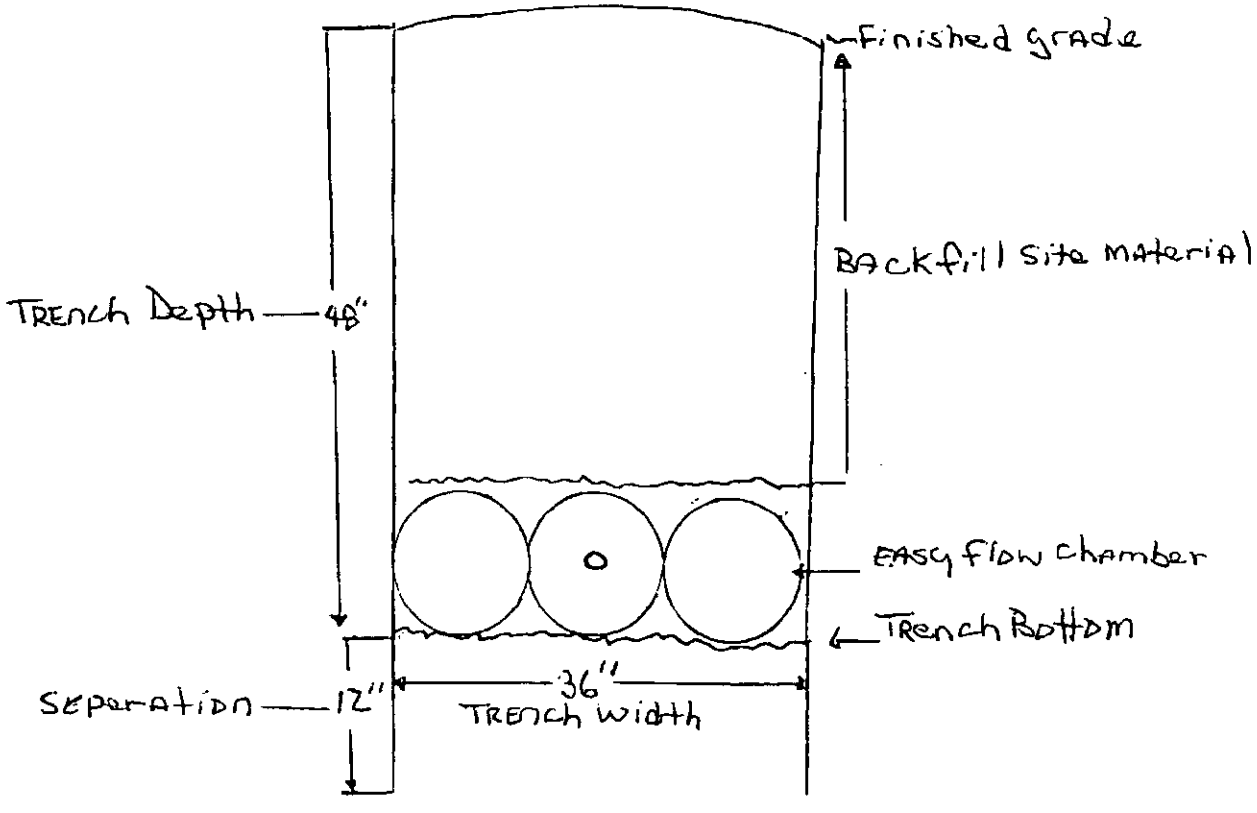
File: 5709-B

Trench Profile

* See attached Soils Report *

Trench Depth at 48" due to existing fill dirt.
Fill dirt to remain on-site per Soils Report.

* Septic Sys. to be installed on grade & contour per manufactured specs.



T. Whittaker
not scaled

9/12/05

M.C.H.D.

TO: Jeremy, R.S.

from: Tim Whittaker
704 866-9540

RE: 16026 Sunset Dr. File: 5709-B
Lot 5
Septic Sys. Design
Soils Report in file

Cover page plus 2 pgs.

T Whittaker

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

Sheet: 1 of 2
Property ID: 001-023-58
Lot #: 5
File #: 5709B
Code: 1

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Charles & Susan Adams
Applicant:
Address: RFD #4, Box 633, Huntersville, N. C. 28078
Date Evaluated: 1/19/06
Proposed Facility: Residence
Design Flow (.1949): 600gpd
Property Size: .1a inv.
Location of Site: 16026 Sunset Drive
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 5	0-10	COMPACTED	FILL	>48" TO SOIL WETNESS	48+	N/A	NONE	PS, IV
		10-40	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
		40-48	SBK/CL	FR/SEXP/SS/SP					
2	"	0-8	COMPACTED	FILL	"	"	"	"	"
		8-30	SBK/C	FI/SEXP/S/P					
		30-48	SBK/CL	FR/SEXP/SS/SP					
		AREA NOT	INVESTIGATED INVESTIGATED	IS ACROSS PIPELINE PREVIOUSLY					

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

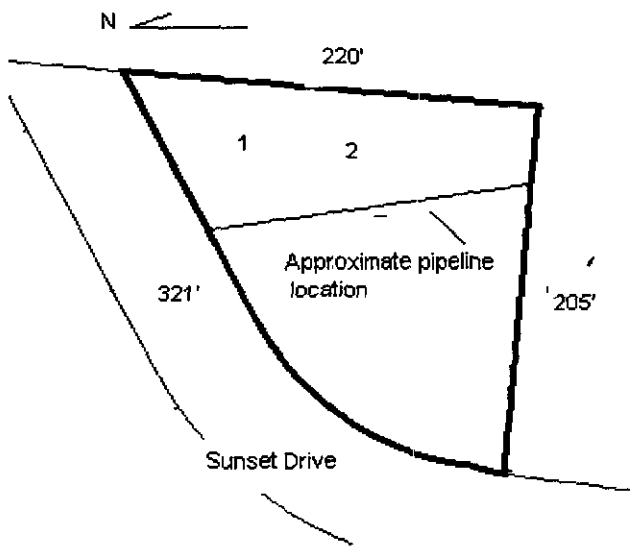
Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE, 2 borings
Evaluated By: W. R. Marlin, LSS. 1/20/2006. W. R. Marlin
Others Present:

COMMENTS:
Pipeline needs to be located exactly

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Food Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace				
FP-Flood Plain		CL-Clay Loam		
		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



FEE: _____
DATE: _____

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

ACS

PERMIT NUMBER: 5709B
PARCEL NUMBER: 001-023-58

JOB LOCATION ADDRESS: 16026 Sunset Drive
PROPERTY OWNER: Kenneth Jackson
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: Lot #5
AUTHORIZATION ISSUED BY: Jeremy Michelone, R.S. DATE: 09/13/05

Jeremy Michelone, R.S.
DENR/DEH AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 5709B, 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 THE 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 CONSTRUCTION AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. THIS CONSTRUCTION AUTHORIZATION AS PROVIDED IN G.S. 130A-335(f) AND G.S. 130A-336(b) SHALL BE VALID FOR A PERIOD EQUAL TO THE VALIDITY OF THE IMPROVEMENT PERMIT, NOT TO EXCEED 60 MONTHS.

5. OTHER CONDITIONS:
   See Conditions of Improvement Permit.

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: **5709B** Tax Number: **001-023-58**

- 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

Primary Wastewater System

Type: ☐ 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:

0.3 Long-term acceptance rate (GPD/ft^2)	**360** Max gallons/day wastewater flow	**960** Absorption Area (ft^2)	**9** Trench spacing (min. on centers) (ft)
Serviced by private well: ☐ Yes ☒ No	**1500** Gallon septic tank	**320** Total trench length (ft)	**48** Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
3 Bedrooms in residence	**NA** Gallon pump tank	**NA** Depth of stone (in)	

Any surface water present: **NO** Type: Minimum separation distance (ft):

Additional conditions: **Property does not require 100% reserve area.**
Install system according to designed plans on file.
Agreement forms on file before CA release.

Repair Area System

Type: ☐ 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:

____ Absorption Area (ft^2) ____ Total trench length (ft)	__ Depth of stone (in)	__ Trench spacing (min. on centers) (ft)	__ Maximum trench depth (in)

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. The approval is granted in accordance with the provisions of Laws and Rules For Sewage Treatment, and Disposal Systems 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.

Tommy Nichols, L.S. 9/13/05
DENR Authorized Agent Date

T. W. Parker 9/21/05
Owner/Agent Signature for K.J. Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE: (704) 336-5103
FAX: (704) 336-6894

NC DENR
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

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

Sheet: 1 of 2
Property ID: 001-023-58
Lot #: 5
File #: 5709B
Code: 2

ACS

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Charles Adams
Applicant:
Address: RFD 4, Box 633, Huntersville, N. C. 28078
Date Evaluated: 4/28/2005
Proposed Facility: Residence
Design Flow (.1949): 600gpd
Property Size: .67a
Location of Site: 16026 Sunset Drive
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [ ] Auger boring [x] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 8	0-25	MIXED FILL		>59" TO SOIL WETNESS	59	N/A	NONE	PS, IV
		25-59	SBK/C	FI/SEXPS/P					.225GPD/FT
2	"	0-24	MIXED FILL		>53" TO SOIL WETNESS	53	"	"	"
		24-53	SBK/C	FI/SEXP/S/P					
3	"	0-17	MIXED FILL		>49" TO SOIL WETNESS	49	"	"	"
		17-49	SBK/C	FI/SEXP/S/P					
4	"	0-31	MIXED FILL		>63" TO SOIL WETNESS	63	"	"	"
		31-63	SBK/C	FI/SEXP/S/P					

Description	Initial System	Repair System
Available Space (.1945)	US	
System Type(s)		
Site LTAR	.225GPD/FT^2	

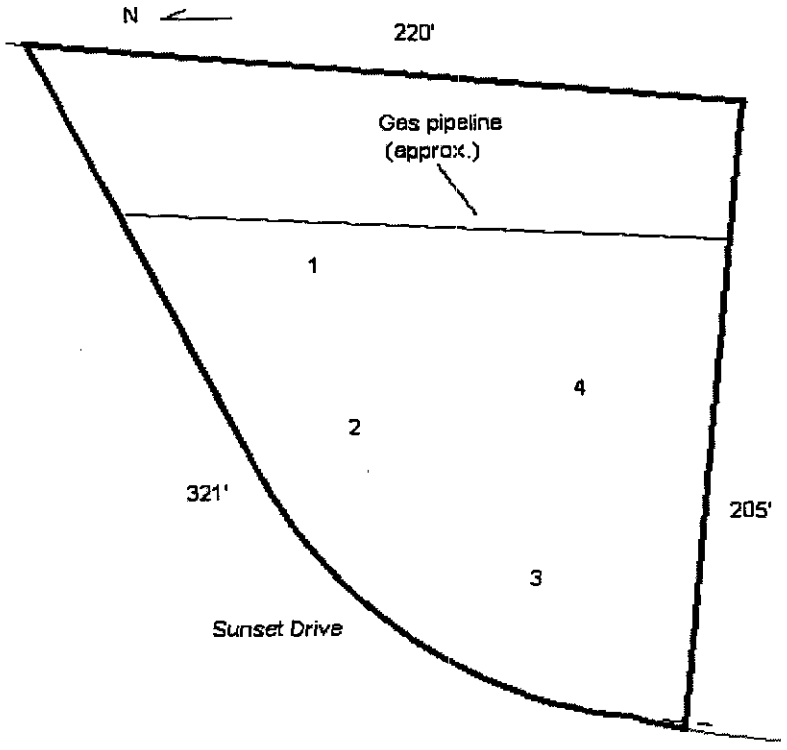
Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 4/29/2005 W. R. Marlin
Others Present: C. Adams, j. Michelone

COMMENTS:
Does not appear to be 100% repair

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace		CL-Clay Loam		
FP-Flood Plain		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



9/12/05

M.C.H.D.

TO: Jeremy, R.S.

from: Tim Whittaker
704 866-9540

RE: 16026 Sunset Dr. File: 5709-B
Lot 5
Septic Sys. Design
Soils Report in file

Cover page plus 2 pgs.

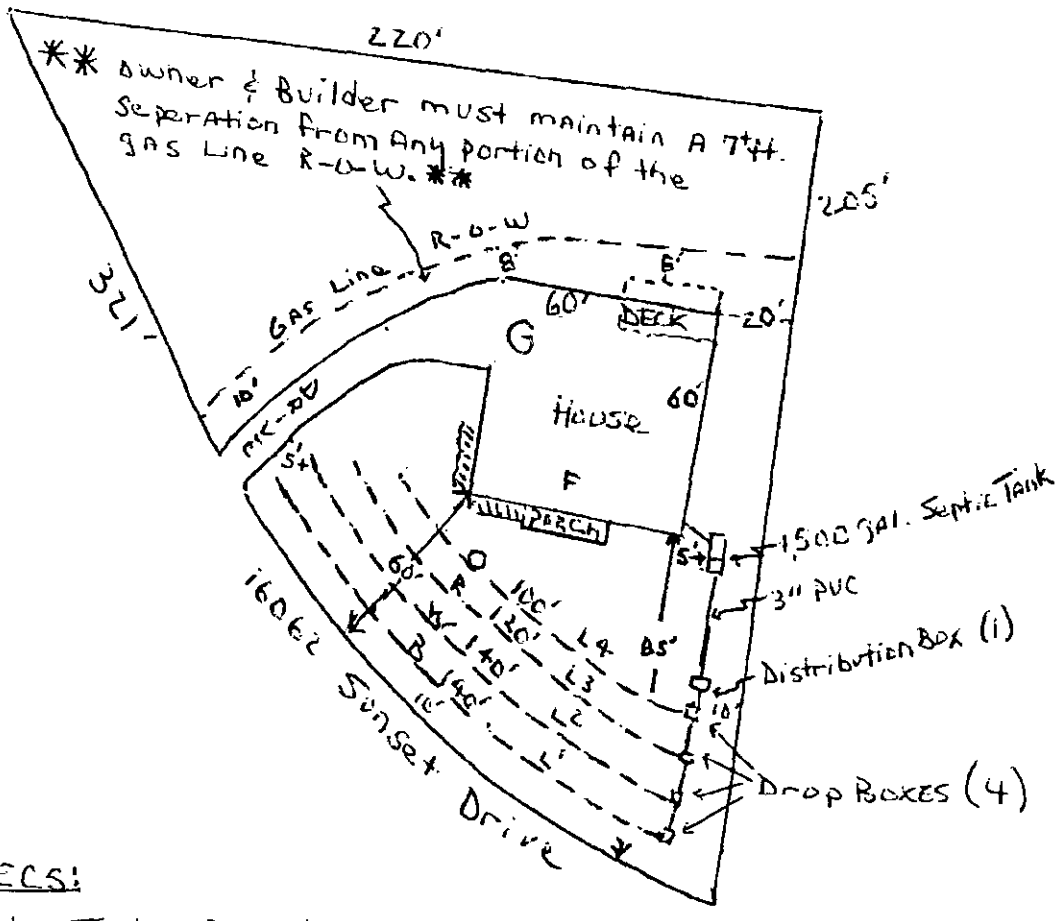
T Whittaker
Revision 12/2/05

Tim 866-9540

* Denied Because anything over 480 GPD needs 100% Repair

M.C.H.D.
File: 5709-B
Lot 5
16062 Sunset Dr.

(5) Bedrm. Gravity Fed, (Easy Flow) Chamber Septic Sys.
500 ft. Easy Flow Chambers. (See Attached Trench Profile)
* Per Records, Lot 5 does not require 100% Repair Area *



* Sys. SPECS:

1,500 Gal. Septic Tank, Riser/Filter
(1) Distribution Box
(4) Drop Boxes

L4	100'	10 chambers
L3	120'	12 chambers
L2	140'	14 chambers
L1	140'	14 chambers
	500'	50 chambers

T. Whittaker
704 866-9540
5/50
Plan Revised
12/2/05

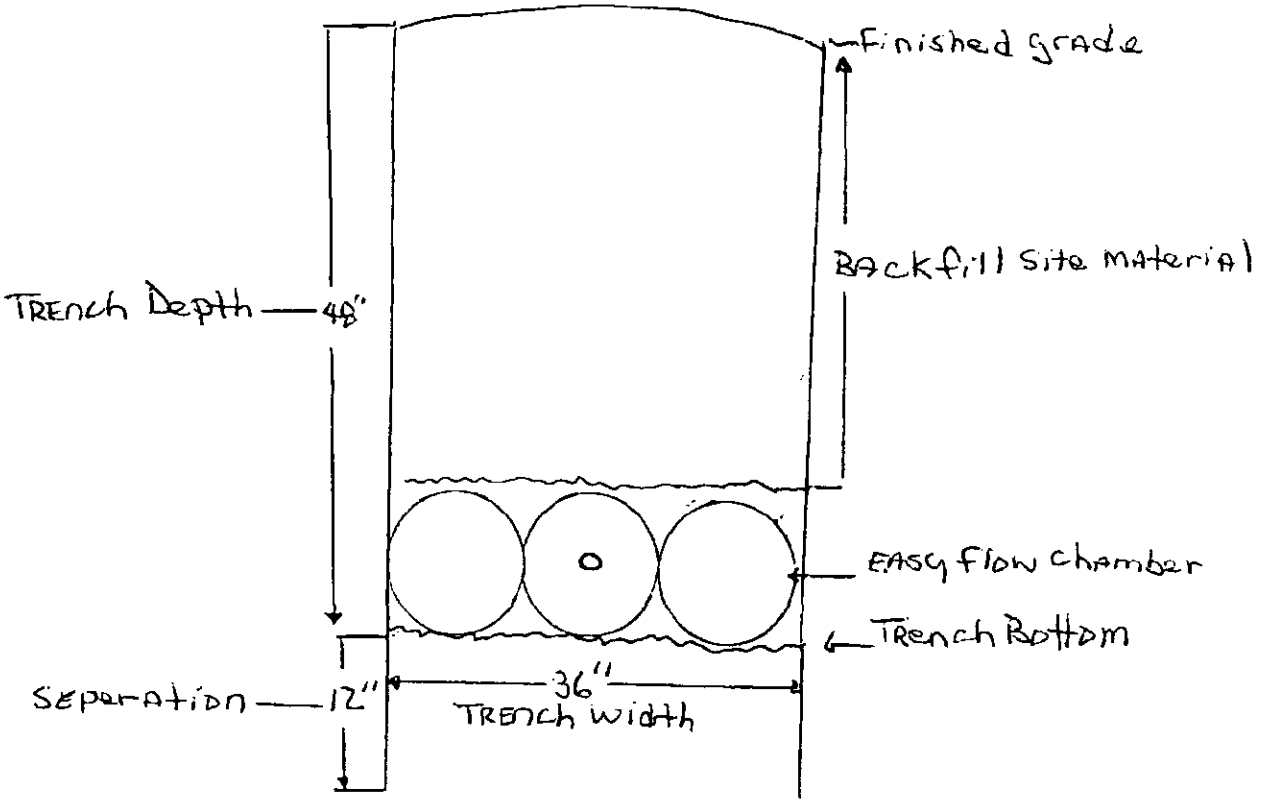
File: 5709-B

Trench Profile

* See Attached Soils Report *

Trench Depth at 48" due to existing fill dirt.
Fill dirt to remain on-site per soils report.

* Septic Sys. to be installed on grade & contour per manufactured specs, & Design.



Resubmitted 12/2/05
9/16/05
Not scaled

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

Sheet: 1 of 2
Property ID: 001-023-58
Lot #: 5
File #: 5709B
Code: 3

ACS

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Charles Adams
Applicant: Mitzi Lieberman
Address: RFD 4, Box 633, Huntersville, N. C. 28078
Date Evaluated: 4/4/2005
Proposed Facility: Residence
Design Flow (.1949): 600gpd
Property Size: .67a
Location of Site: 16026 Sunset Drive
Property Recorded:
Water Supply: [x] Public [ ] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 6	0-24	COMPACTED	FILL					US
2	"	0-22	"	"					"
3	"	0-24	"	"					"
4		0-22	"	"					"
		SEE	COMMENTS						

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

Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 4/7/2005, W. R. Marlin
Others Present: D. Howell

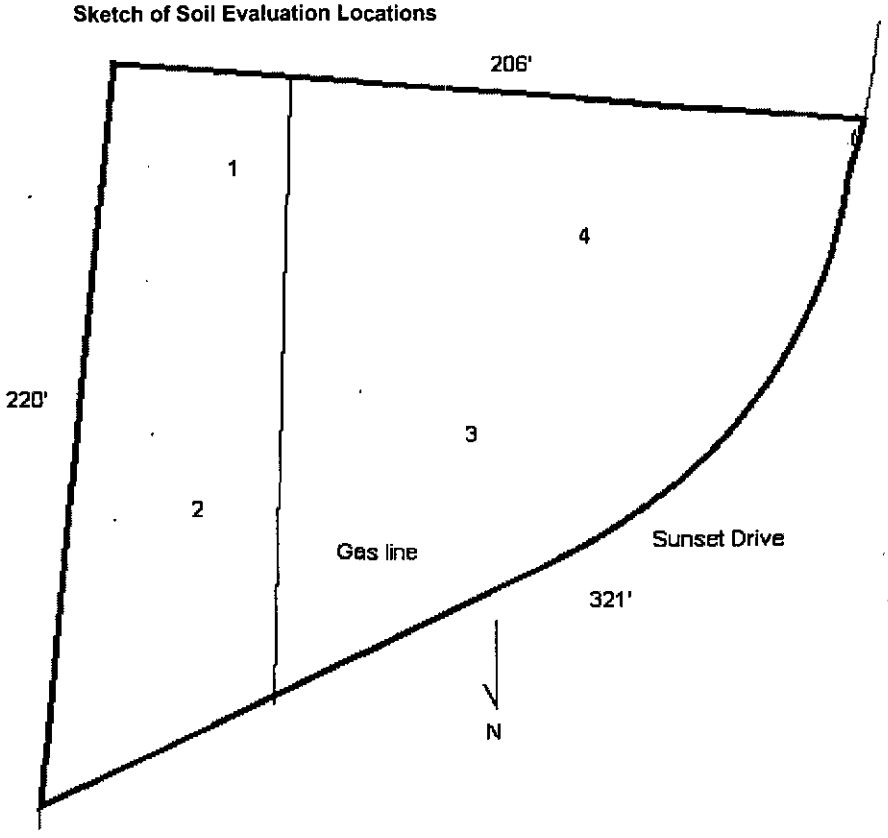
COMMENTS:

Does not appear to be 100% repair, debris of some type may be buried below fill observed during this investigation

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace		CL-Clay Loam		
FP-Flood Plain		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



GWS – RES. APP 07/05

SEPTIC FEE: 700
DATE: 1/10/06
CRT: AC

PERMIT APPLICATION FOR A RESIDENTIAL SITE IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATION FOR ON-SITE WASTEWATER SYSTEM NEW WELL INSTALLATION OR REPAIR OF EXISTING WELL MECKLENBURG COUNTY GROUNDWATER & WASTEWATER SERVICES

WELL FEE:
DATE:
CRT:

FILE # 57098

SEPTIC / TYPE APPLICATION: ☐ NONE ☑ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFY PLOT PLAN

WELL / TYPE APPLICATION: ☐ NONE ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

JOB LOCATION INFORMATION:

TAX/PARCEL #: 001-023-58
STREET ADDRESS: 16026 Sunset Dr.
CITY: Huntersville
STATE: NC ZIP: 28078
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #: 5
TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

☐ SINGLE MOBILE HOME (S) ☐ MODULAR HOME (M)
☐ DOUBLE WIDE (D) ☐ MULTIPLE FAMILY (U)
☑ HOUSE (H) ☐ OTHER

HEATED SQUARE FOOTAGE: 4500 - 5000
NUMBER OF BEDROOMS: 5 - 6
NUMBER OF OCCUPANTS: 7

FOUNDATION FOR RESIDENCE:

☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☑ CRAWLSPACE ☐ BASEMENT WITH NO PLUMBING

IF PLANNING TO EXPAND/ALTER THE EXISTING SYSTEM INDICATE THE FOLLOWING CHANGES:

NUMBER OF BEDROOMS TO BE ADDED: NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE:
WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☐ NO TYPE:

WATER SUPPLY:

☑ MUNICIPAL (M) ☐ PUBLIC (C) ☐ PRIVATE WELL (P) ☐ SHARED WELL (S) ☐ OTHER 'SPRINGS' (O)

PROPOSED USE OF WELL: ☐ N/A ☐ IRRIGATION ☐ POTABLE ☐ GEOTHERMAL ☐ OTHER

ARE ANY OF THE FOLLOWING LOCATED ON THE PROPERTY? IF SO, PLEASE SHOW LOCATION ON SITE PLAN/PLAT.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☐ NO	WELLS, SPRINGS, OR WATER LINES	☐ YES	☐ NO
EXISTING WASTEWATER SYSTEMS	☐ YES	☐ NO	DESIGNATED WETLANDS	☐ YES	☐ NO
EASEMENTS OR RIGHT-OF-WAYS	☐ YES	☐ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☐ NO

PROPERTY OWNER:

NAME: Charles + Susan Adams
ADDRESS: RFD 4 Box 633
CITY: Huntersville
STATE: ZIP: 28078
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Charlie H. Lim
ADDRESS: 8737 Londonshire Dr.
CITY: Charlotte
STATE: N.C. ZIP: 28216
HOME PHONE: (704) 395 1675 WORK PHONE: (704) 782 2227
MOBILE PHONE (704) 575 1164 FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 1/30/06

*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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Owner's/Agent's Signature 1/10/06 Date

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

*A Well 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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Owner's/Agent's Signature 6/10/06 Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202 704-336-5103 / FAX: 704-336-6894

07 04

Piedmont
Natural Gas
Company

Post Office Box 33068
Charlotte, North Carolina 28233

December 13, 2005

Mr. Mike Ramsey
19701 W. Catawba Avenue
Cornelius, N. C. 28031

Dear Mr. Ramsey:

We have considered your request, and have no objection to your plan to cross our natural gas pipeline right of way on your lot at 16026 Sunset Road. It is our understanding that you may need to cross to access a possible future drain field site.

Should it be necessary to exercise this grant, a solid line should be run from the existing septic tank across the right of way to the designated area. No part of the new or old drain field should be within the limits of the right of way.

Please contact me at (704)731-4321 if you have a question, or need additional information.

Sincerely yours,

John R. Carter

John R. Carter
Property Management

Notarized by: Debbie Ramsey
Commission expires: 3/23/2009

DEBBIE RAMSEY
NOTARY PUBLIC
MECKLENBURG COUNTY, N.C.

9/12/05

M.C.H.D.

TO: Jeremy, R.S.

From: ~~Tim~~ Whittaker
704 866-9540

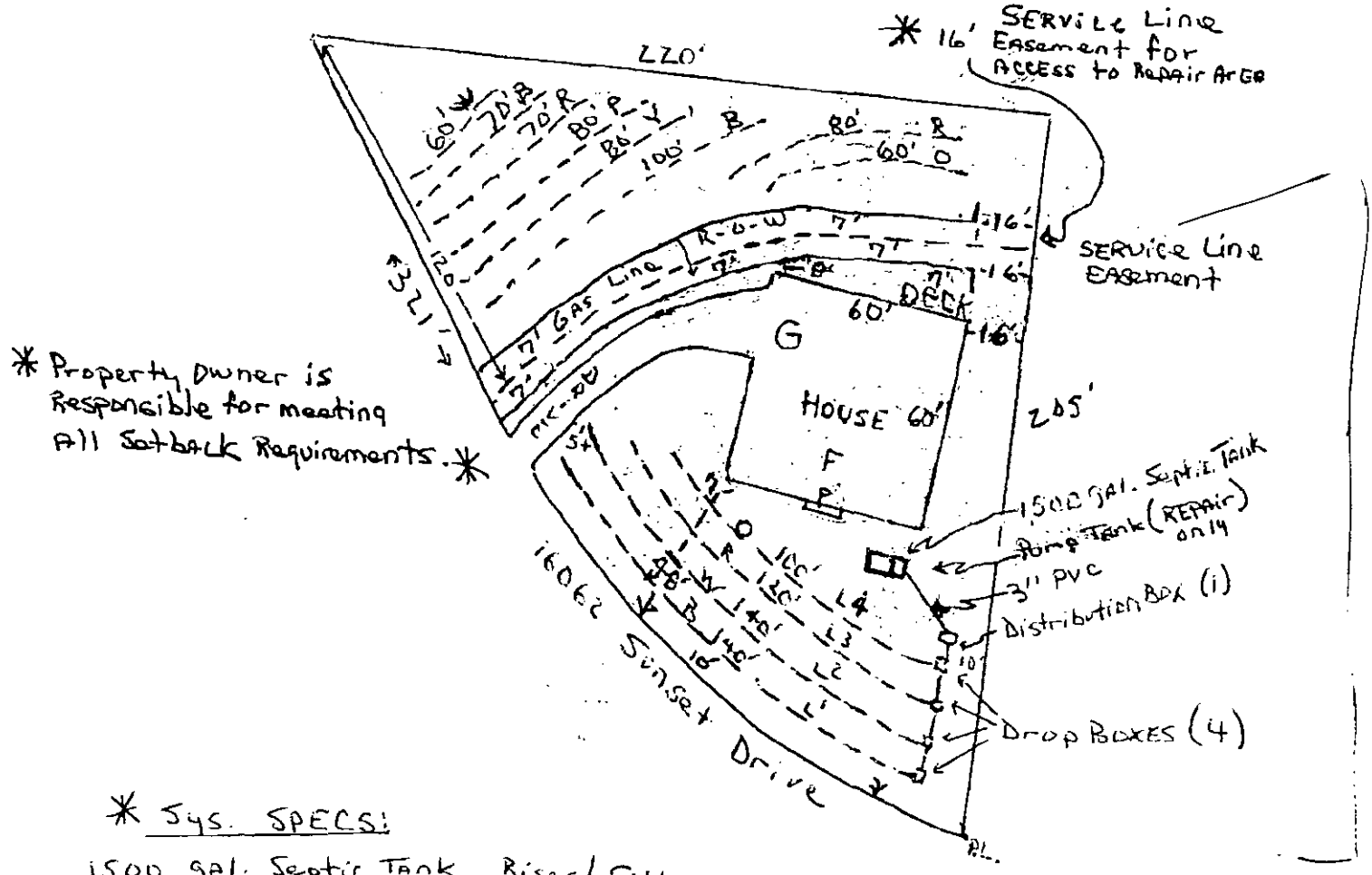
RE: 16026 Sunset Dr. File: 5709-B
Lot 5
Septic Sys. Design
soils Report in file

Cover page plus 2 pgs.

T Whittaker
REVISION 12/12/05

m.C.H.D.
File; 5709-B
Lot 5
1062 Sunset Dr.

(5) Bedrm. Gravity Fed, (Easy Flow) Chamber Septic Sys.
500 ft. Easy Flow Chambers. (See Attached Trench Profile)
* Per Regulations Lot 5 will require 100% Repair Area *
600' shown for Repair Septic Area. (Easy Flow chamber)



* Sys. SPECS:

1,500 gal. Septic Tank, Riser/Filter
(1) Distribution Box
(4) Drop Boxes

L4	100'	10 chambers
L3	120'	12 chambers
L2	140'	14 chambers
L1	140'	14 chambers
	500'	50 chambers

T. Whittaker
704 866-9540
5/50
Plan Revised
12/12/05

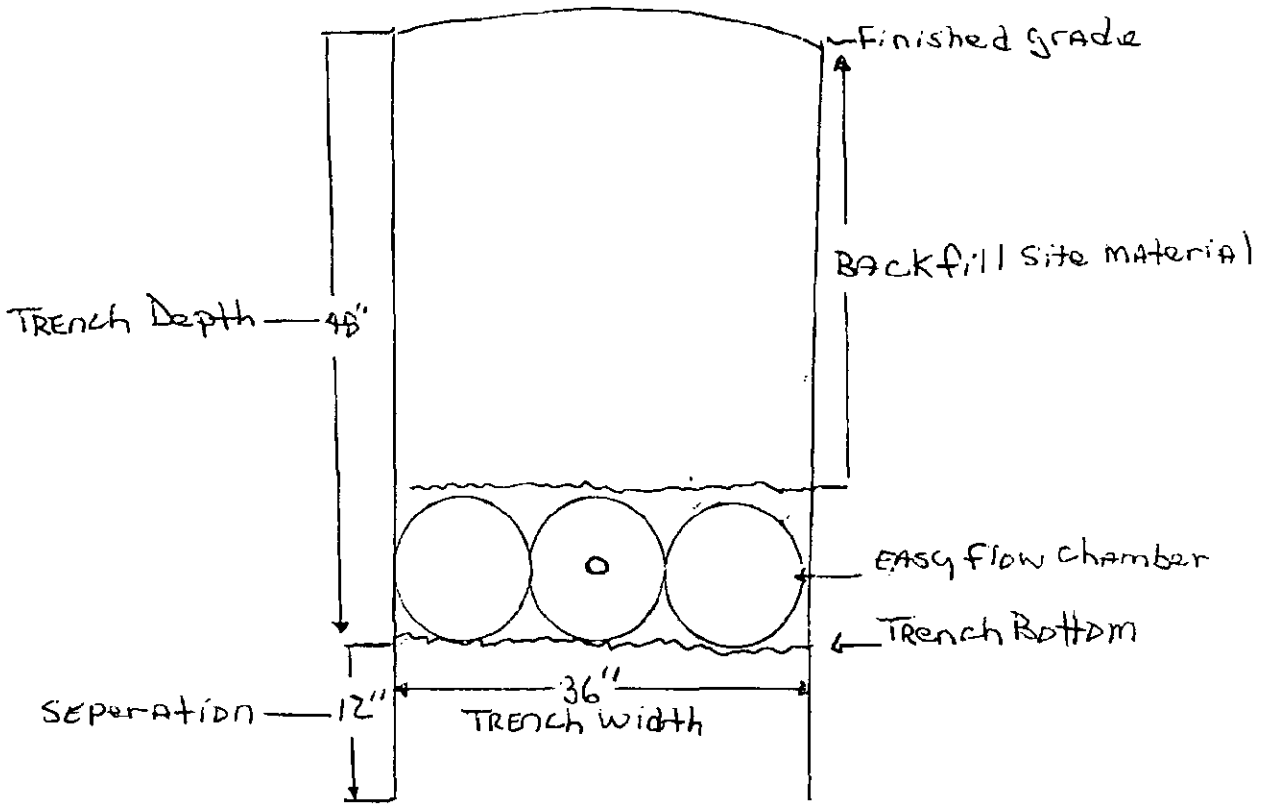
File: 5709-B

Trench Profile

* See attached Soils Report *

Trench Depth at 48" due to existing fill dirt.
Fill dirt to remain on-site per Soils Report.

* Septic Sys. to be installed on grade & contour per manufactured specs, & Design.



Resubmitted 12/12/05
9/16/05
T. Whittaker
Not scaled

001-023-58
5709B

The Catena Group

410-B Millstone Drive
Hillsborough, NC 27278
(919) 732-1300

ON-SITE SEPTIC SYSTEM EVALUATION

16026

Sunset Drive - Lot 5
16206 Sunset Drive
Mecklenburg County
Huntersville, NC

Prepared For:

Tim Whittaker
1112 Queensgate St.
Gastonia, NC 28054

Prepared By:

The Catena Group
Hillsborough, North Carolina

August 26, 2005

Michael G. Wood

LICENSED SOIL SCIENTIST
MICHAEL G. WOOD
1219
STATE OF NORTH CAROLINA

INTRODUCTION & SITE HISTORY

This soil report is submitted to assist in a site assessment for an on-site wastewater disposal system for a proposed 4-bedroom house on Lot 5 along Sunset Road in Huntersville, Mecklenburg County, NC. The 0.67 acre triangular-shaped lot has a gas pipeline traversing the back quarter. The lot is generally flat and is either exposed soil or sparsely vegetated with herbaceous plants.

The Mecklenburg County Health Department (HD) inspected the lot on April 28, 2005 as to its suitability for a 5-bedroom home. Due to the uncertainty of the exact location of the gas pipeline, they were unable to determine if sufficient room existed for the septic system and therefore deemed the lot Unsuitable. Further complicating the lot was that fill dirt had been spread on top of the original soil. The HD noted that it may be possible to reclassify the site as Provisionally Suitable if the pipeline and septic system are field delineated demonstrating that there is sufficient room and additional soil investigations indicate that the soil is Provisionally Suitable. Since the HD investigation, the owner removed some of the fill material from the Lot.

As such, The Catena Group, Inc. (TCG) was retained to evaluate the site and soil with respect to the field delineated septic system to determine which type of septic system, if any, could be approved for the lot.

SOIL INVESTIGATION

The field survey was conducted on August 25, 2005. Four soil borings were advanced with a hand auger and their locations shown in Figure 1. Soil color was determined with a Munsell Soil Color Chart. The topography, site physical characteristics, and vegetation communities were noted at these points in order to determine if any repeating patterns existed. Descriptions of each boring are attached.

Boring 2 appeared to never have had any fill, borings 1 and 3 each had approximately 11 inches of fill, and boring 4 had 24 inches of fill. Beneath the fill material, the top 12 inches of the original soil appeared to be minimally impacted from the fill and there appeared to be no impact below 12 inches. The original soil typically had a sandy loam to silt loam surface horizon over a silty clay loam to silt loam subhorizon which extended to greater than 60 inches (including the depth of the fill material). A long-term acceptance rate (LTAR) of 0.3 gpd/ft^2 is recommended for each boring.

SYSTEM RECOMMENDATION

Based upon the results of the field investigation, the original soil appears to be at most marginally impacted from the placement of the fill material within the top 12 inches. Considering this limitation combined with the 24-inch maximum depth of fill material, a trench depth of 48 inches and a LTAR of 0.3 gpd/ft^2 is recommended for this lot.

The size house (number of bedrooms and footprint) will depend upon the field delineations of both the septic system and house/lot design as well as the amount of repair system that may or may not be required.

CONCLUSION

The findings presented herein represent TCG's professional opinion based on our site and soils evaluation and knowledge of the current Laws and Rules for Sewage Treatment and Disposal Systems, Section .1900 of the North Carolina Administrative Code. The final approval of a subsurface on-site system and issuance of an Improvement Permit must be authorized by the Mecklenburg County HD. Any concurrence with the findings of this report would be made at that time.

COMMENTS:
Does not appear to be 100% repair

FILE #: 5709B

Landscape Position	Group	Texture	1955 LTAR
R-Ridge	I	S-Sand	1.2 - 0.8
SS-Shoulder Slope		LS-Loamy Sand	
LS-Linear Slope			
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6
NS-Nose Slope		L-Loam	
HS-Head Slope			
CC-Concave Slope	III	SI-Silt	0.6 - 0.3
CV-Convex Slope		SICL-Silty Clay Loam	
T-Terrace		CL-Clay Loam	
FP-Flood Plain		SCL-Sandy Clay Loam	
	IV	SC-Sandy Clay	0.4 - 0.1
		SIC-Silty Clay	
		C-Clay	

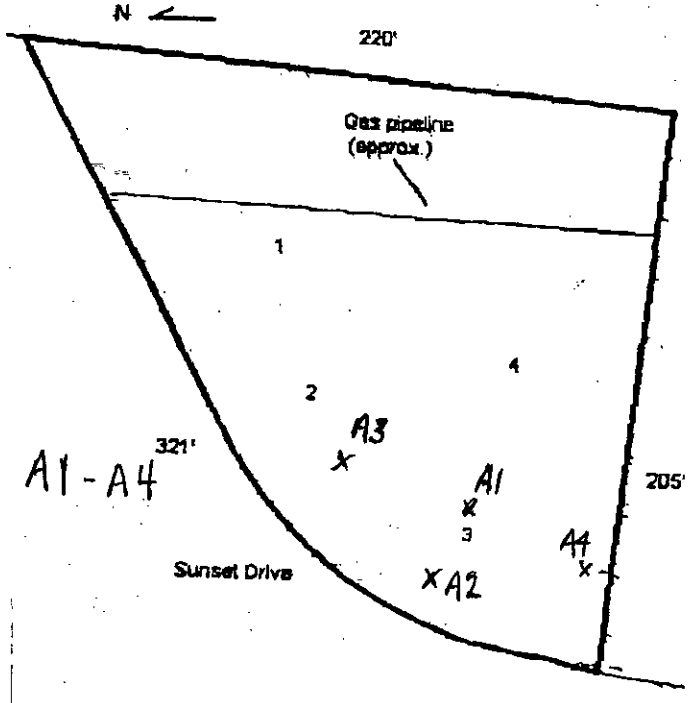
Structure
SG-Single Grain
M-Massive
CR-Crumb
GR-Granular
SBK-Subangular Blocky
ABK-Angular Blocky
PL-Platy
PR-Prismatic

Consistence
Moist
VFR-Very Friable
FR-Friable
FI-Firm
VFI-Very Firm
EFI-Extremely Firm

Consistence
Wet
NS-Non-Sticky
SS-Slightly Sticky
S-Sticky
VS-Very Sticky
NP-Non-Plastic
SP-Slightly Plastic
P-Plastic
VP-Very Plastic

Mineralogy
SEXP-Slightly Expansive
EXP-Expansive

Sketch of Soil Evaluation Locations



CATENA BORINGS A1 - A4

FIGURE 1

TOTAL P.02

DEPARTMENT OF ENVIRONMENT,
HEALTH & NATURAL RESOURCES
DIVISION OF ENVIRONMENTAL HEALTH

SHEET 1 OF 1

COUNTY: MECKLENBURG
PROPERTY I.D. #
TAX #:

SUBDIVISION: 16026 SUNSET DR
SECTION/PHASE: LOT 5

8/24/05

FACTORS		PROFILES 1	2	3	4	5	6	7	8	9	10
LANDSCAPE POSITION	.1940										
SLOPE (%)	.1940										
HORIZON 1 DEPTH	.1943	0-11	0-5	0-11	0-24						
TEXTURE	.1941 (a)(1)		sl								
CONSISTENCE	.1941	FIAL	FR	FIAL	FIAL						
STRUCTURE	.1941 (a)(2)		GR								
CLAY MINERALOGY	.1941 (a)(3)		N								
HORIZON 2 DEPTH	.1943	11-16	5-33	11-14	24-41						
TEXTURE	.1941 (a)(1)	sil	sl	sl	sicl						
CONSISTENCE	.1941	FR	FR	FI	FR						
STRUCTURE	.1941 (a)(2)	GR	SBK	GR	SBK						
CLAY MINERALOGY	.1941 (a)(3)	—	—	—	—						
HORIZON 3 DEPTH	.1943	16-24	33-48	14-34	41-48+						
TEXTURE	.1941 (a)(1)	sicl	sil	sicl	sil						
CONSISTENCE	.1941	FI	FL	FR	Fa						
STRUCTURE	.1941 (a)(2)	ABK	SBK	SBK	SBK						
CLAY MINERALOGY	.1941 (a)(3)	S	—	S	—						
HORIZON 4 DEPTH	.1943	24-60+		34-60+							
TEXTURE	.1941 (a)(1)	sil		sil							
CONSISTENCE	.1941	FR		FR							
STRUCTURE	.1941 (a)(2)	SBK		SBK							
CLAY MINERALOGY	.1941 (a)(3)	S		—							
SOIL WETNESS	.1942										
RESTRICTIVE H ORIZON	.1944										
SAPROLITE	.1943/.1956										
CLASSIFICATION	.1948	PE									
L. T. A. R. (gpd/ft2)	.1955	.3									

OTHER FACTORS (.1946):

AVAILABLE SPACE (.1945):

SITE CLASSIFICATION (.1948):

SITE LTAR (gpd/ft2):

SYSTEM TYPE:

EVALUATED BY: M. WOOD

OTHERS PRESENT: T. WHITTAKER

COMMENTS:

LOT # 5

add'l site eval $100 4/21/05 GWS REST APP 12/04

SEPTIC FEE 200 DATE 3-24-05 CRT [illegible] PTP

PERMIT APPLICATION FOR A RESIDENTIAL SITE IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATION FOR ON-SITE WASTEWATER SYSTEM NEW WELL INSTALLATION OR REPAIR OF EXISTING WELL MECKLENBURG COUNTY GROUNDWATER & WASTEWATER SERVICES

WELL FEE DATE CRT [illegible]

FILE # 57093

SEPTIC / TYPE APPLICATION: ☒ NONE ☐ NEW SYSTEM EXISTING SYSTEM : ☐ EXPANSION/ALTERATION ☐ REPAIR

WELL / TYPE APPLICATION: ☒ NONE ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

JOB LOCATION INFORMATION:

TAX/PARCEL #: 00102358
STREET ADDRESS: 16026 Sunset Dr.
CITY: Huntersville
STATE: NC **ZIP:** 28078
SUBDIVISION OR MOBILE HOME PARK NAME: N/A
LOT #: N/A
TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

☐ SINGLE MOBILE HOME (S) ☒ MODULAR HOME (M)
☐ DOUBLE WIDE (D) ☐ MULTIPLE FAMILY (U)
☐ HOUSE (H) ☐ OTHER

HEATED SQUARE FOOTAGE: 3500 MAX.
NUMBER OF BEDROOMS: 5
NUMBER OF OCCUPANTS: 4

FOUNDATION FOR RESIDENCE:

☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☒ CRAWLSPACE ☐ BASEMENT WITH NO PLUMBING

IF PLANNING TO EXPAND/ALTER THE EXISTING SYSTEM INDICATE THE FOLLOWING CHANGES:

NUMBER OF BEDROOMS TO BE ADDED: n/a NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE: n/a
WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☒ NO TYPE:

WATER SUPPLY:

☒ MUNICIPAL (M) ☐ PUBLIC (C) ☐ PRIVATE WELL (P) ☐ SHARED WELL (S) ☐ OTHER 'SPRINGS' (O)

PROPOSED USE OF WELL: ☐ N/A ☐ IRRIGATION ☐ POTABLE ☐ GEOTHERMAL ☐ OTHER

ARE ANY OF THE FOLLOWING LOCATED ON THE PROPERTY? IF SO, PLEASE SHOW LOCATION ON SITE PLAN/PLAT.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☒ NO	WELLS, SPRINGS, OR WATER LINES	☐ YES	☒ NO
EXISTING WASTEWATER SYSTEMS	☐ YES	☒ NO	DESIGNATED WETLANDS	☐ YES	☒ NO
EASEMENTS OR RIGHT-OF-WAYS	☒ YES	☐ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☒ NO

PROPERTY OWNER:

NAME: Charles Adams
ADDRESS: RFD 4 Box 633
CITY: Hunt
STATE: ZIP: 28078
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Mitzi Lieberman Buyer
ADDRESS: 19460 Old Jetton Rd.
CITY: Cornelius
STATE: NC ZIP: 28031
HOME PHONE: WORK PHONE: 704 896 5193
MOBILE PHONE: 704 905 8220 FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 1975
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 4/15/05

*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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Owner's/Agent's Signature Date

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

*A Well 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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Mitzi Lieberman 3/23/05
Owner's/Agent's Signature Date

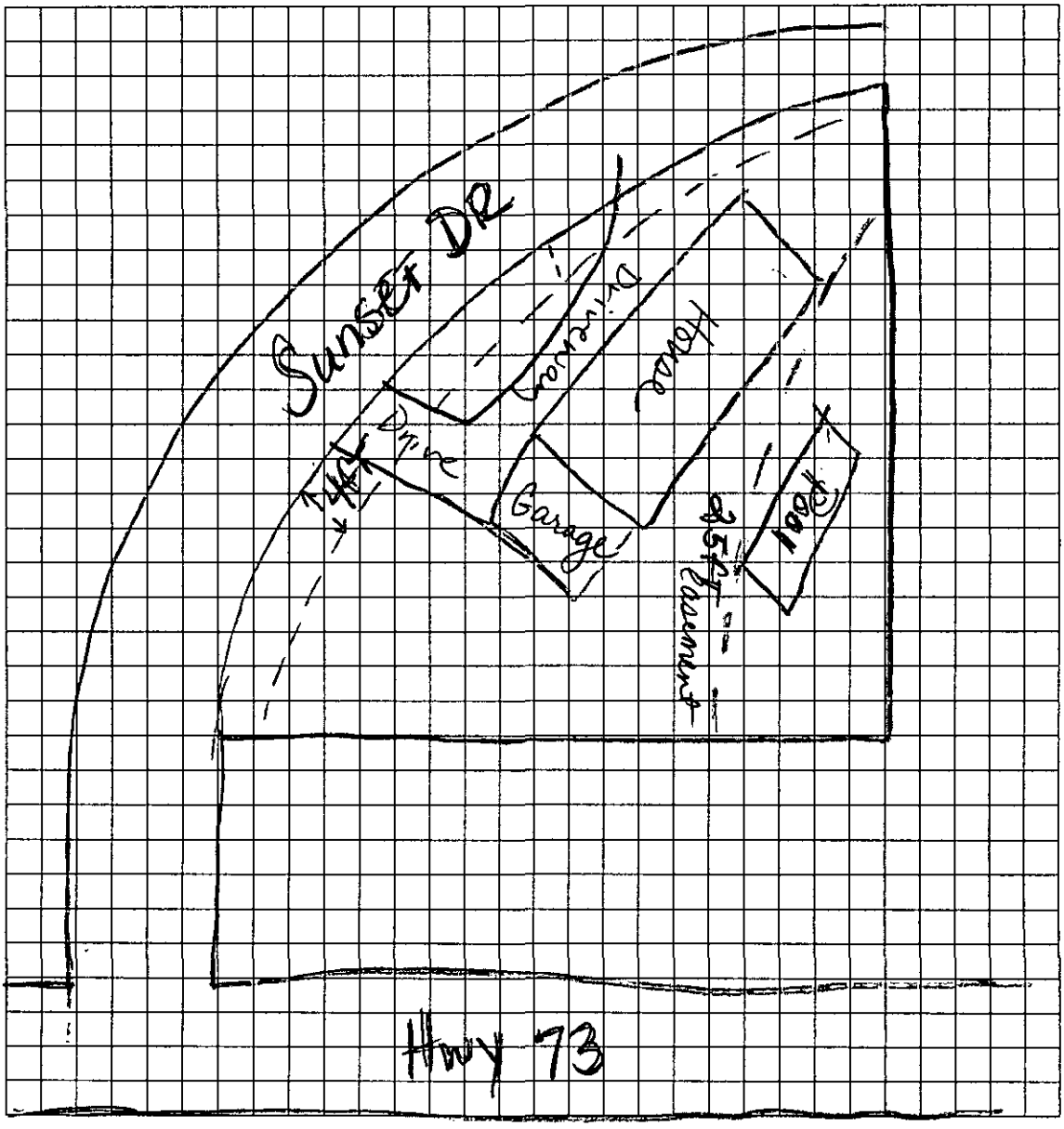
MECKLENBURG COUNTY HEALTH DEPARTMENT
GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202
704-336-5103 / FAX: 704-336-6894

Mecklenburg County
Land Use & Environmental Service Agency
Groundwater & Wastewater Services
700 N. Tryon St., Suite 211
Charlotte, NC 28202
Phone: (704) 336-5103
Fax: (704) 336-6894

File #_____
Date_____

PROPOSED PLOT PLAN

A map showing existing and proposed property lines and easements with dimensions, the location of the single family residence, non-single family residence, or other facility, and appurtenances, the site for the proposed well, and the location of existing or proposed sewer lines and/or sewage disposal systems, surface water bodies, aboveground or underground storage tanks. Name all roads adjoining the property. If this a repair indicate the type of repair.



House
1st floor = 1800 sf
2nd floor = 1100 sf
garage = 576 sf
Pool = 800 sf

Single Family

~~Owner~~/Agent Signature	Buyer Mitzi Lieberman
Date	3/24/05

---- indicates underground gaslines

LBC 12/15/04

OFFER TO PURCHASE AND CONTRACT

Lewis + Patricia Vellia, as Buyer, hereby offers to purchase and Charles T Adams, 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 Huntersville, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 11826 Sunset Dr. Zip 28078
Legal Description: Lot 32 Map 235
(☒ All ☐ A portion of the property in Deed Reference: Book 3743, Page No. 768, Mecklenburg County.)
NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, 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 other items attached or affixed to the Property, EXCEPT the following items: n/a

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

4. **PURCHASE PRICE:** The purchase price is $ ~~55,500.00~~ 57,500 LV and shall be paid as follows:
(a) $ 500.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: n/a to be deposited and held in escrow by Allen Tate ("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 n/a, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(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) $ ~~55,000~~ 57,000, BALANCE of the purchase price in cash at Closing. LV

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other: n/a loan at a ☐ Fixed Rate ☒ Adjustable Rate in the principal amount of 90% LV (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at an initial interest rate not to exceed 6% per annum, with mortgage loan discount points not to exceed 2 % of the loan amount. Buyer shall apply for said loan within 10 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before March 10, 2005 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for residential purposes.
(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer (or as of the Option Termination Date if Alternative 2 of paragraph 13 applies), 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.

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

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

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

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:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. 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. 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. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be $ _____ *including any FHA/VA lender and inspection costs that Buyer is not permitted to pay; but excluding any portion disapproved by Buyer's lender.*

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

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

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:**

- ☐ *Buyer has received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.*
- ☐ Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.
- ☒ Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) _____
- ☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

13. **PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives):**

☒ **ALTERNATIVE 1:**

(a) **Property Inspection:** Unless otherwise stated herein, Buyer shall have the option of inspecting, or obtaining at Buyer's expense inspections, to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before N/a. Seller shall provide written notice to Buyer of Seller's response within N/a days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(b) **Wood-Destroying Insects:** Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except N/a, there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may

not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(c) Repairs: Pursuant to any inspections in (a) and/or (b) above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded. Unless otherwise stated herein, any items not covered by (a)(i), (a)(ii), (a)(iii) and (b) above are excluded from repair negotiations under this contract.

(d) Radon Inspection: Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the date for completion of inspections as set forth in paragraph 13 (a) above. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than N/A pico curies per liter of air (as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air). If the test result exceeds the above-mentioned level, Seller shall have the option of: a) completing necessary corrective measures to bring the radon level within the satisfactory range; or b) refusing to complete any corrective measures. Upon the completion of corrective measures, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level at or below the level listed above, it shall be deemed satisfactory to the Buyer. If Seller elects not to complete necessary corrective measures, or if corrective measures are attempted but fail to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded.

(e) Cost Of Repair Contingency: Notwithstanding the above and as an additional remedy of Buyer, if a reasonable estimate of the total cost of repairs and/or corrective measures required by (a), (b) and (d) above equals or exceeds $ N/A, then Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

(f) Appraisal Contingency: The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before N/A. The cost of the appraisal shall be borne by Buyer.

(g) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

☐ **ALTERNATIVE 2:** ***(This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.)***

(a) Property Investigation with Option to Terminate: In consideration of the sum of $ N/A (do not insert $0, N/A, or leave blank) paid by Buyer to Seller (not Escrow Agent) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on N/A, 20 N/A ***time being of the essence*** (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have all inspections and appraisals of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date).

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, ***time being of the essence***, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date, excluding matters of survey. The Option Fee is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

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

15. 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 April 4, 2005 at a place designated by Buyer. The deed is to be made to Lewis & Patricia Vella.

16. 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.

17. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

Buyer requests that all debris be removed from the land.
See Attached additional provisions addendum

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

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

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

* Date: 2/17/05 Date: 2-22-05

* Buyer Lewis Z Vellis (SEAL) Seller [signature] (SEAL)

* Date: 2/17/05 Date: _____

* Buyer [signature] (SEAL) Seller _____ (SEAL)

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

Date 2/17/05 Firm: Allen Tate

By: Mitzy Lieberman
(Signature)

Selling Agent/Firm/Phone Mitzy Lieberman / ATC / 905-8270

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

Listing Agent/Firm/Phone Debbie Williams ATC 704-574-3680

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

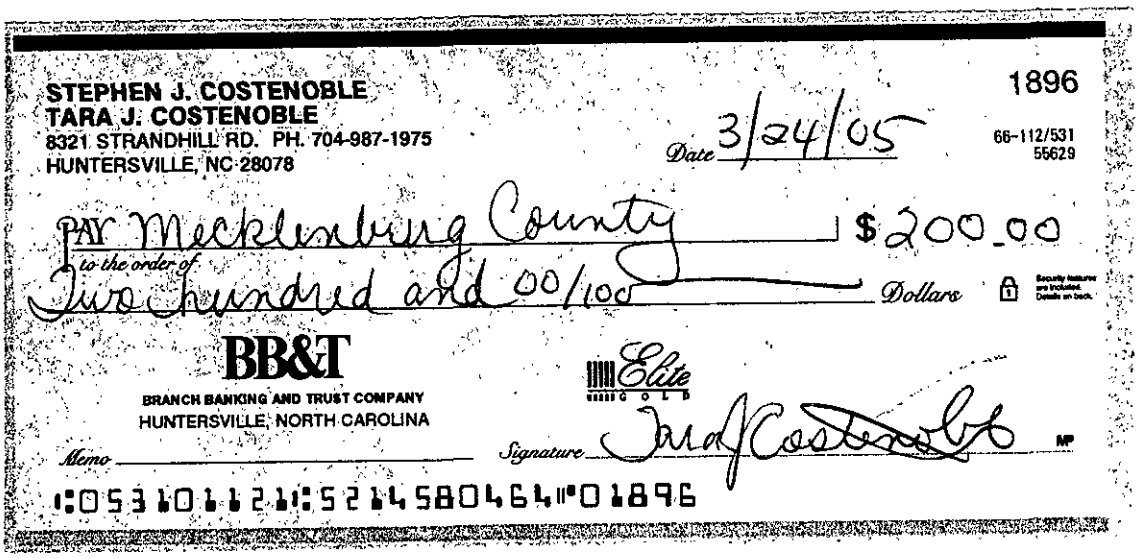
Receipt Information

Date:	03/24/05	**Amount:**	200.00
Receipt #:	33477	**Tendered:**	200.00
Check / Auth #:	CHECK 1897	**Returned:**	0.00
Received By:	POWELPT		

Account Information

Account #: 200000
Contractor: COSTENOBLE, STEPHEN J
Attn:
Address: 8321 STRANDHILL RD
Address:
City/State/Zip: HUNTERSVILLE, NC 28078

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen 16026 SUNSET DR		1	200.00	200.00



STEPHEN J. COSTENOBLE
TARA J. COSTENOBLE
8321 STRANDHILL RD. PH. 704-987-1975
HUNTERSVILLE, NC 28078

1896

66-112/531
55629

Date 3/24/05

PAY Mecklenburg County $200.00

to the order of Two Hundred and 00/100 Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
HUNTERSVILLE, NORTH CAROLINA

Elite GOLD

Memo _____ Signature Tara J Costenoble MP

⑆053101121⑆5214580464⑈01896

----------Outstanding Balances----------

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

FAX COVER SHEET

TO	To \J\
COMPANY	Mecklenburg County Health Dept.
FAX NUMBER	17043366894
FROM	Heidi Cinker
DATE	2004-09-27 16:29:41 GMT
RE	File Nos: 5709B and 5716B

COVER MESSAGE

I spole with Bill Marlin this morning and informed him that the surveyor has discovered a 50' right-of-way for a Piedmont Fuel gas main line running through the subject properties referenced above. This right-of-way will make it difficult to fit a septic system and leech field on these properties for residential homes.

Therefore, we are no longer interested in obtaining soil testing for these properties. Mr. Marlin informed me that, since no on-site testing has been done yet, our fees would be refundable.

Please forward our $400 refund to:

Ted Cinker
10717 Westview Avenue
Meadville, PA 16335

If you have any questions, please call me at 814-724-5206.

Thank you,

Heidi Cinker

GET FREE ONLINE FAX DELIVERY FROM eFAX
WWW.EFAX.COM

Daily Counter Transactions - Environmental Health

Printed On September 13, 3:11 PM
Printed By Aidoojk

Transaction Date 09/13/04

Receipt#	Account#	Name	Transaction Type	Comments	Pymt Method	Check/Auth No.	User	Amount
27864	200000	ARDREY PROPERTIES LLC	0701 Improvment Permit App-Residen	17909 MARVIN ROAD	CHECK	1015	AIDOOJK	200.00
27868	200000	HANS DROST E	0749 New Tattoo Artist Annual Fee	DROST HANS E	CASH		AIDOOJK	225.00
27873	200000	CINKER HEIDI L	0701 Improvment Permit App-Residen	10626 SUNSET DRIVE	CHECK	7127	CRAIGGY	200.00
27874	200000	FISHER HENRY G	0701 Improvment Permit App-Residen	106 CLETUS BRAWLEY RD, LOT 49	VISA	045735	CRAIGGY	200.00

Total for Transaction Date 09/13/04: 825.00

NEW BUYER/ Bill does not need to go back out

GWS – RES. APP 12/04

SEPTIC FEE: 200.00
DATE: 6/17/05
CRT [ ] Check 1220

PERMIT APPLICATION FOR A RESIDENTIAL SITE
IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATION
FOR ON-SITE WASTEWATER SYSTEM
NEW WELL INSTALLATION OR REPAIR OF EXISTING WELL
MECKLENBURG COUNTY GROUNDWATER & WASTEWATER SERVICES

WELL FEE:
DATE:
CRT [ ]

FILE # 5709B

SEPTIC / TYPE APPLICATION: ☐ NONE ☐ NEW SYSTEM EXISTING SYSTEM: ☐ EXPANSION/ALTERATION ☐ REPAIR

WELL / TYPE APPLICATION: ☐ NONE ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

JOB LOCATION INFORMATION:

TAX/PARCEL #: 001-023-58
STREET ADDRESS: 16026 Sunset Drive
CITY: Huntersville
STATE: NC **ZIP:** 28078
SUBDIVISION OR MOBILE HOME PARK NAME: Lake Norman
LOT #: 5
TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

- ☐ SINGLE MOBILE HOME (S)
- ☐ DOUBLE WIDE (D)
- ☒ HOUSE (H)
- ☐ MODULAR HOME (M)
- ☐ MULTIPLE FAMILY (U)
- ☐ OTHER

HEATED SQUARE FOOTAGE: 2700
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 4

FOUNDATION FOR RESIDENCE:

- ☒ CONCRETE SLAB
- ☐ CRAWLSPACE
- ☐ BASEMENT WITH PLUMBING
- ☐ BASEMENT WITH NO PLUMBING

IF PLANNING TO EXPAND/ALTER THE EXISTING SYSTEM INDICATE THE FOLLOWING CHANGES:

NUMBER OF BEDROOMS TO BE ADDED: NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE:

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☒ NO TYPE:

WATER SUPPLY:

☒ MUNICIPAL (M) ☐ *PUBLIC (C)* ☐ PRIVATE WELL (P) ☐ SHARED WELL (S) ☐ OTHER 'SPRINGS' (O)

PROPOSED USE OF WELL: ☒ N/A ☐ IRRIGATION ☐ POTABLE ☐ GEOTHERMAL ☐ OTHER

ARE ANY OF THE FOLLOWING LOCATED ON THE PROPERTY? *IF SO, PLEASE SHOW LOCATION ON SITE PLAN/PLAT.*

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☒ NO	WELLS, SPRINGS, OR WATER LINES	☐ YES	☒ NO
EXISTING WASTEWATER SYSTEMS	☐ YES	☒ NO	DESIGNATED WETLANDS	☐ YES	☒ NO
EASEMENTS OR RIGHT-OF-WAYS	☒ YES	☐ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☒ NO

PROPERTY OWNER:

NAME: Adams
ADDRESS: Sunset Drive
CITY: Huntersville
STATE: NC ZIP: 28078
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

BUYER

~~**LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:**~~

NAME: Samantha Edwards
ADDRESS: 1611 Thompson Ave
CITY: Charlotte
STATE: NC ZIP: 28216
HOME PHONE: 399-0292 WORK PHONE: (704)
MOBILE PHONE: 507-7400 FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?

WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY?

*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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Samantha Edwards 6-17-05
Owner's/Agent's Signature Date

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

*A Well 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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Samantha Edwards 6-17-05
Owner's/Agent's Signature Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202
704-336-5100 / FAX: 704-336-6804

MECKLENBURG COUNTY
Health Department

April 13, 2005

Charles Adams
16031 Sunset Drive
Huntersville, NC 28078

Re: Application for improvement permit for
Property Site: 16026 Sunset Drive
Health Department file number: **5709B**

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on **April 8, 2005** evaluated the above-referenced property at the site designated on the site plan that accompanied your improvement permit application. According to your application the site is to serve a five-bedroom residence, with a design wastewater flow of 600 gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 and related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule .1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE for** a ground absorption sewage system. Therefore, your request for an improvement permit is **DENIED.** A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

- ☐ Unsuitable soil topography and/or landscape position (Rule .1940)
- ☐ Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
- ☐ Unsuitable soil wetness condition (Rule .1942)
- ☐ Unsuitable soil depth (Rule .1943)
- ☐ Presence of restrictive horizon (Rule .1944)
- ☒ Insufficient space for septic system and repair area (Rule .1945)
- ☐ Unsuitable for meeting required setbacks (Rule .1950)
- ☒ Other (Rule .1946) Fill Material

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or off-site to additional property.

For the reasons set out above, the property is currently classified **UNSUITABLE,** and an improvement permit shall not be issued for this site in accordance with Rule .1948 (c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE.**

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the
N. C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, NC 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 733-0926 or from the OAH web site at www.oah.state.nc.us/form.htm. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N. C. General Statue 130A-335(g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER.** The date of this letter is **April 13, 2005**. Meeting the 30-day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do not wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N. C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, NC. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,

Jeremy Michelone, R.S.
Authorized Agent - DENR

Encl: (2)

FEE: 290.00 7127

DATE: 9/10/04

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

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 #: 5-7049

PROPERTY INFORMATION FROM ENGINEERING FORM FOR JOB LOCATION:

TAX/PARCEL NUMBER: 101-023-58

STREET ADDRESS: 1026 Sunset Dr.

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: # 5 Sunset Drive Huntersville NC

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
- X 6 HUNTERSVILLE
- __ 7 MINT HILL

HEATED SQUARE FOOTAGE: 2490

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 4

CLOSING DATE October 8

FOUNDATION FOR RESIDENCE:

- X WITHOUT BASEMENT
- X 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 X NO TYPE: _____

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:

NAME: (LAST) Cinker (FIRST) Ted (MI) —

ADDRESS: 10717 Westview Ave.

CITY: Meadville STATE: PA. ZIP: 16335

DAYTIME PHONE: (814)724 - 5206

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

Deed Book

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 1975? 3743 pg. 768

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: [signature] DATE: 9/10/04

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

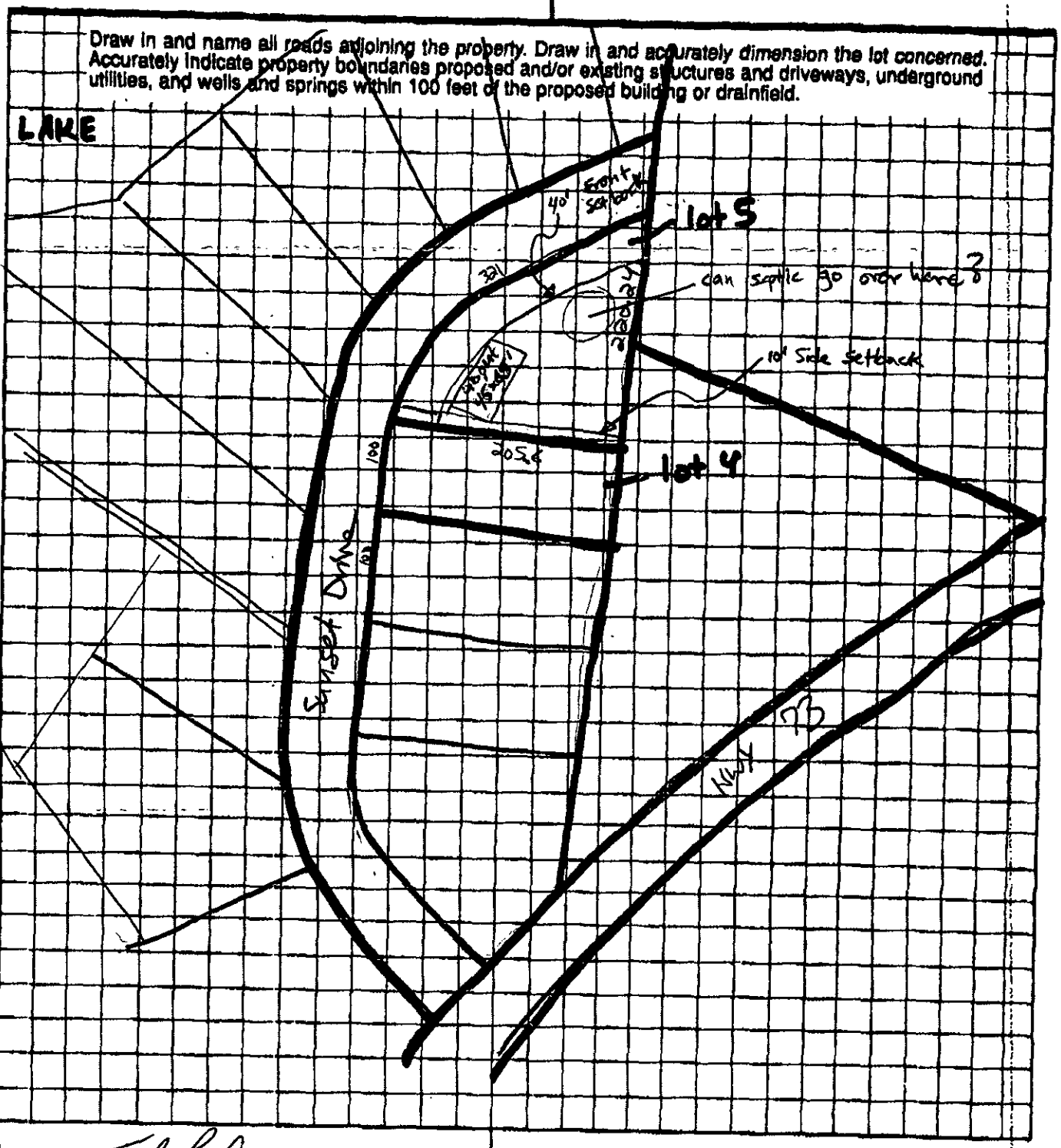
PROPOSED PLOT PLAN

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

FILE: 5709B

TC: 001-023-58

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.



Ted [signature]
OWNER/AGENT SIGNATURE

DATE 9/10/04

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

Realty Place
631 Brawley School Rd, Suite 201
Mooresville, NC 28117
Phone: 704-799-3535, Fax: 704-799-6251

VACANT LOT OFFER TO PURCHASE AND CONTRACT

NOTE: This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by a City or County and for which a plat has been recorded in the Office of the Register of Deeds in the county in which the property is located. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2) with the New Construction Addendum (Form 2A3).

JAY & SAMANTHA EDWARDS

as Buyer, hereby offers to purchase and

ADAMS

Seller,

upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property") upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of HUNTERSVILLE, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as:
Street Address 16026 SUNSET DRIVE HUNTERSVILLE, NC Zip 28078
Subdivision Name LAKE NORMAN
Plat Reference: Lot n/a, Block or Section L5M3269235 as shown on Plat Book or Slide n/a at Page(s) n/a (Property acquired by Seller in Deed Book n/a at Page n/a).
NOTE: Prior to signing this Vacant Lot 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. **PURCHASE PRICE:** The purchase price is $ 60,000.00 and shall be paid as follows:

(a) $ 1000.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: n/a to be deposited and held in escrow by ALLEN TATE COMPANY ("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 action shall not affect any 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 broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until it has written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
( ) $ 0.00 ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent within [illegible] DAYS (or if left blank, within five (5) days) after Effective Date.
( ) $ 0.00, 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.
( ) $ 0.00, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum
( ) $ [illegible], BALANCE of the purchase price in cash at Closing.

3. **CONDITIONS:** (Initial N/A in each blank that is not a condition to this contract.)

(a) Buyer must be able to obtain a ☒ Conventional ☒ Other: CONSTRUCTION LOAN loan at a ☐ Fixed Rate ☒ Adjustable Rate in the principal amount of 250,000.00 for a term of 30 year(s), at an initial interest rate not to exceed 8 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer shall apply for said loan within 5 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before June 10, 2005 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the

above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

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

(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 and insurable 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.

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

NA

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

NA

5. 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) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are $ 0.00 per NA.

6. CLOSING EXPENSES: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. 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. 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. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be $ 0.00, excluding any portion disapproved by Buyer's lender.

7. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

8. 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.

9. 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 June 30, 2005, at a place designated by Buyer. The deed is to be made to JAY HARDING EDWARDS AND SAMANTHA MELTON EDWARDS.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

10. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered.

11. SEWER SYSTEM (check only **ONE**):

☐ Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

☐ Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to

the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by NA that this condition cannot be satisfied, **time being of the essence.**

☒ This contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only **ONE**) ☐ conventional or ☐ other n/a ground absorption sewage system for a 3 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than June 15, 2005 , shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by June 20, 2005 that this condition cannot be satisfied, **time being of the essence.**

☐ Buyer has investigated and approved the availability, costs and expenses to connect to a ☐ public or ☐ community sewer system.

12. SOIL, WATER, UTILITIES AND ENVIRONMENTAL CONTINGENCY: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by June 20, 2005 that this condition cannot be satisfied, **time being of the essence.**

13. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in Sections 11, 12 and 13 of this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

14. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

14A. BUYER IS A LICENSED REALTOR AND WILL BE THE BUYER AGENT ON THIS TRANSACTION.

15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

16. 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.

17. 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.

18. 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.

19. 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.

20. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

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

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM 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 Jay Edwards / Samantha Edwards DATE 6/5/05 (SEAL)
JAY & SAMANTHA EDWARDS

SELLER [signature] DATE 6/07/05 (SEAL)
ADAMS

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

Date 6-7-05 Firm: ALLEN TATE COMPANY

By: Deborah L. Williams
(Signature)

Selling Agent/Firm/Phone SAMANTHA EDWARDS/ REALTY PLACE/ 704-507-7400
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone DEBORAH WILLIAMS/ ALLEN TATE COMPANY/ 704-896-8283
Acting as ☒ Seller's (sub)Agent ☐ Dual Agent