

9701 WASHAM POTTS RD

00508105

1/8/2008

duponbj

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

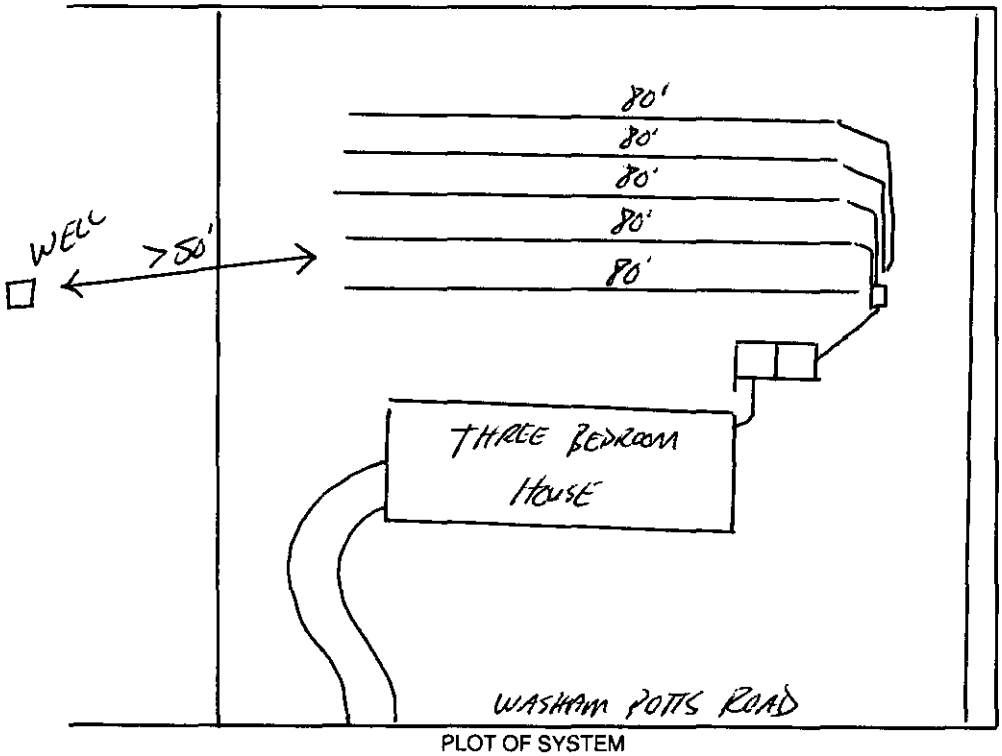
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 5654B DATE: 1/13/06

TC: 005-081-05 ☒ L

SERIAL 19855

Permission is hereby given to _____ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 7-19-04. All work shall be completed on or before _____, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank — gallons

Tank Construction PCC

Trench Depth 30"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous yes

Total Line Length 400' feet

Number of Lines 5 x 80'

Depth of Stone 12" inches

Distance from House >5' feet

Distance from Property Line >10' feet

Distance from Well >50' feet

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

NAME OF OWNER JAMES EDDIE HELMS

LOCATION OF PROPERTY 9701 WASHAM POTTS ROAD

Comments: THREE BEDROOM HOUSE

INSTALL 5 lines x 80' x 3' x 12" STONE

TYPE II CONVENTIONAL SYSTEM

Tommy Mullis, R.S.
Environmental Health Specialist

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

FEE: 300.00
DATE: 3/20/2006

CONSTRUCTION AUTHORIZATION FOR AN ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

MECKLENBURG COUNTY
GROUNDWATER & WASTEWATER SERVICES

FILE NUMBER: 5654B

PERMIT NUMBER: 30000552

PARCEL NUMBER: 00508105

JOB LOCATION INFORMATION

ADDRESS: 9701 WASHAM POTTS RD

CITY: CORNELIUS **STATE: NC** **ZIP:** 28031

ISSUED TO: Glenda Helms

CONSTRUCTION AUTHORIZATION ISSUANCE DATE: 8/10/2004

CONSTRUCTION AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 30000552, 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 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.
   *CONSTRUCTION AUTHORIZATION EXPIRATION DATE: 1/25/2010

00 CK# 2464

FEE: 300
DATE: 11/25/03 pc

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

ACS
LD

PERMIT NUMBER: 5654B
PARCEL NUMBER: 00508105

JOB LOCATION ADDRESS: 9701 Washam Potts Road
PROPERTY OWNER: James @ Glenda Helms
BUILDING CONTRACTOR: ____
SUBDIVISION NAME: ____
AUTHORIZATION ISSUED BY: Jeremy Michelone R.S. **DATE:** 08/10/04

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 5654B, 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.

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5. OTHER CONDITIONS:

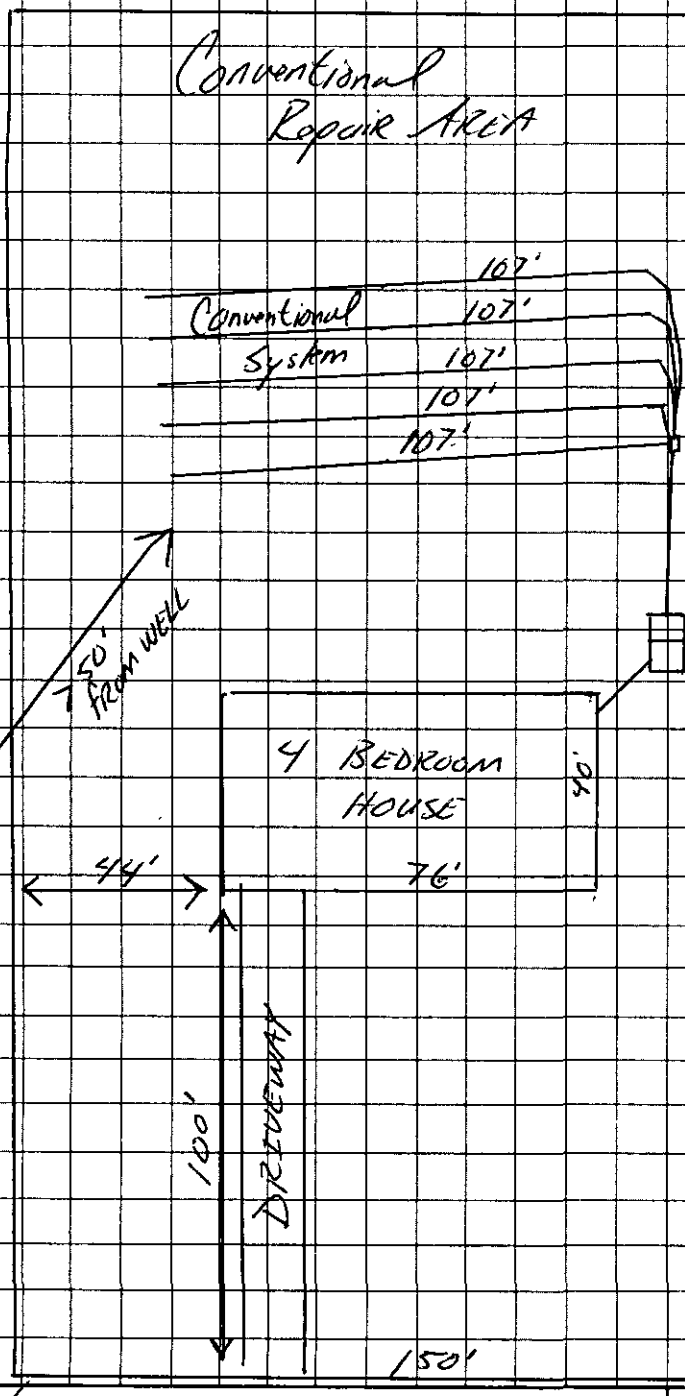
PROPOSED PLOT PLAN

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

FILE: 5654B

TC: 005-081/05

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



COMMENTS

→ System designed for a 4 Bedroom House

→ 1500 gallon septic tank

→ 5 lines x 107' x 3' x 12" stone

→ 535 TLF

→ Type II Conventional system & Repair

→ Keep all parts of system >50' from all wells

→ System redesigned for a 3 Bedroom House

→ Install 4 lines x 100' x 3' x 12" stone

3PM 1/25/05

X James E. Nelson
OWNER/AGENT SIGNATURE

DATE 11-25-05

APPROVAL DATE 8/10/04 Tammy Nobles R.S.

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

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: **5654B** Tax Number: **00508105**

- 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	**1200** Absorption Area (ft^2)	**9** Trench spacing (min. on centers) (ft)
Serviced by private well: ☐ Yes ☒ No	**1500** Gallon septic tank	**400** Total trench length (ft)	**30** 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	**12** Depth of stone (in)	

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

Additional conditions:

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:

1200 Absorption Area (ft^2) **400** Total trench length (ft)	**12** Depth of stone (in)	**9** Trench spacing (min. on centers) (ft)	**30** 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.

Jimmy Mitchell, R.S. 1/25/05

DENR Authorized Agent Date

James E. Helms

Owner/Agent Signature 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: 005-081-05
Lot #: 14
File #: 5654B
Code: 1

ACS

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: J. R. & E. D. Williams
Applicant: James & Glenda Helms
Address: 126 Honeysuckle Lane, Mooresville, N. C. 28117
Date Evaluated: 7/28/2004
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: .96a
Location of Site: 9701 Washam Potts Road
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, 8	0-9	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV
		9-48	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
2	"	0-8	GR/SL	FR/SEXP/NS/NP	"	"	"	"	"
		8-48	SBKSC	FI/SEXP/S/P					
3	"	0-7	GR/SL	FR/SEXP/NS/NP	"	"	"	"	"
		7-48	SBK/SC	FI/SEXP/S/P					
4	"	0-7	GR/SCL	FR/SEXP/SS/SP	>46" TO SOIL WETNESS	46	"	"	"
		7-46	SBK/SC	FI/SEXP/S/P					
5	"	0-8	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	"
		8-48	SBK/C	FI/SEXP/S/P					
6	"	0-4	GR/SCL	FR/SEXP/SS/SP	>45" TO SOIL WETNESS	45	"	"	"
		4-45	SBK/C	FI/SEXP/S/P					

Description	Initial System	Repair System
Available Space (.1945)	PS	
System Type(s)		
Site LTAR	.3GPD/FT^2	

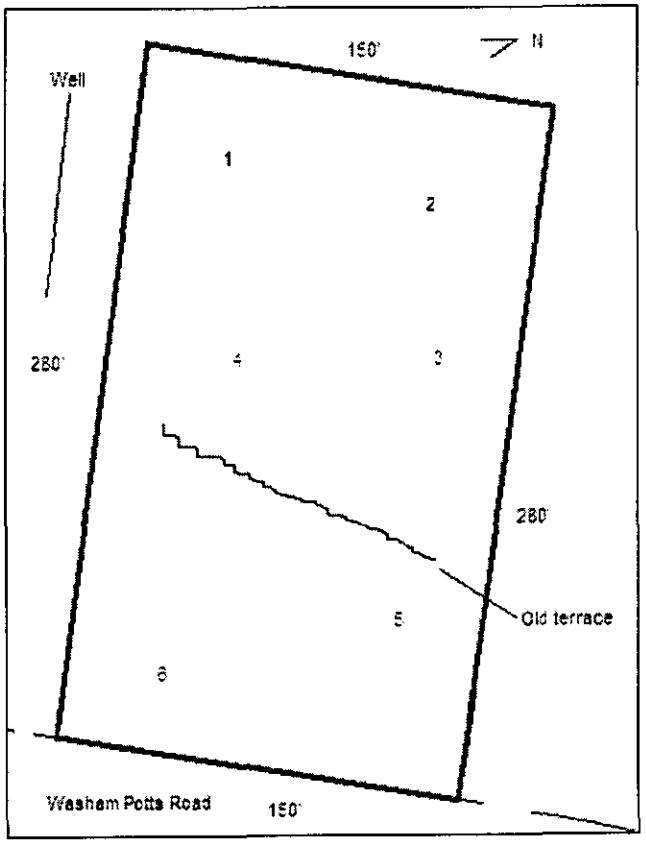
Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 7/29/2004. W. R. Marlin
Others Present: T. D., D. S.

COMMENTS:
Not 100% repair as per G. Helms

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		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



MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	01/25/05	**Amount:**	150.00
Receipt #:	31085	**Tendered:**	150.00
Check / Auth #:	CHECK 2404	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #: 200000
Contractor: HELMS, JR J EDWARD
Attn:
Address: 20708 ISLAND FOREST DR
Address:
City/State/Zip: CORNELIUS, NC 28031

Item	Description	Permit#	Quantity	Unit Price	Total Price
0734	Auth for Waste Wtr Sys Constr 9701 WASHAM POTTS RD/FILE 5654B		1	150.00	150.00

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

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date: 01/25/05
Receipt #: 31086
Check / Auth #: CHECK 2404
Received By: CRAIGGY

Amount: 150.00
Tendered: 150.00
Returned: 0.00

Account Information

Account #: 200000
Contractor: HELMS, JR J EDWARD
Attn:
Address: 20708 ISLAND FOREST DR
Address:
City/State/Zip: CORNELIUS, NC 28031

Item	Description	Permit#	Quantity	Unit Price	Total Price
0703	Installation/Final Approval 9701 WASHAM POTTS RD/FILE 5654B		1	150.00	150.00

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

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

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: **5654B** Tax Number: **00508105**

- 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)	480 Max gallons/day wastewater flow	1600 Absorption Area (ft^2)	9 Trench spacing (min. on centers) (ft)
Serviced by private well: ☐ Yes ☒ No	1500 Gallon septic tank	535 Total trench length (ft)	30 Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
4 Bedrooms in residence	____ Gallon pump tank	12 Depth of stone (in)	

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

Additional conditions:

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:

1600 Absorption Area (ft^2) 535 Total trench length (ft)	12 Depth of stone (in)	9 Trench spacing (min. on centers) (ft)	30 Maximum trench depth (in)

The undersigned, an authorized agent of the MECKLENBURG COUNTY HELTH 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 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.

DENR/DEH Authorized Agent — Date 8/10/04

Owner/Agent Signature — Date 1-25-05

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
CHARLOTTE, NC 28202
(704) 336-5103

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

551

FEE: $200.00 WSO
DATE: 7-19-04

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

[ ] CRT

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 #: 56548

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 00508105

STREET ADDRESS: 9701 WASHAM POTTS RD, CORNELIUS

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 14

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1642

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 5

CLOSING DATE _____

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT ON SLAB
✓ CRAWL SPACE
__ WITH BASEMENT /PLUMBING
__ WITH BASEMENT /NO PLUMBING

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES ✓ NO TYPE: _____

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:

NAME: WILLIAMS, JAMES RAY & EDNA D
(LAST) (FIRST) (MI)

ADDRESS: 126 HONEYSUCKLE LN

CITY: MOORESVILLE STATE: NC ZIP: 28117

DAYTIME PHONE: (704) 663-4260

BUYER

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

NAME: HELMS, JAMES E. & GLENDA D.
(LAST) (FIRST) (MI)

DAYTIME PHONE: (704-664-0560

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 11/15/73

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: Glenda D. Helms DATE: 7-19-04

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

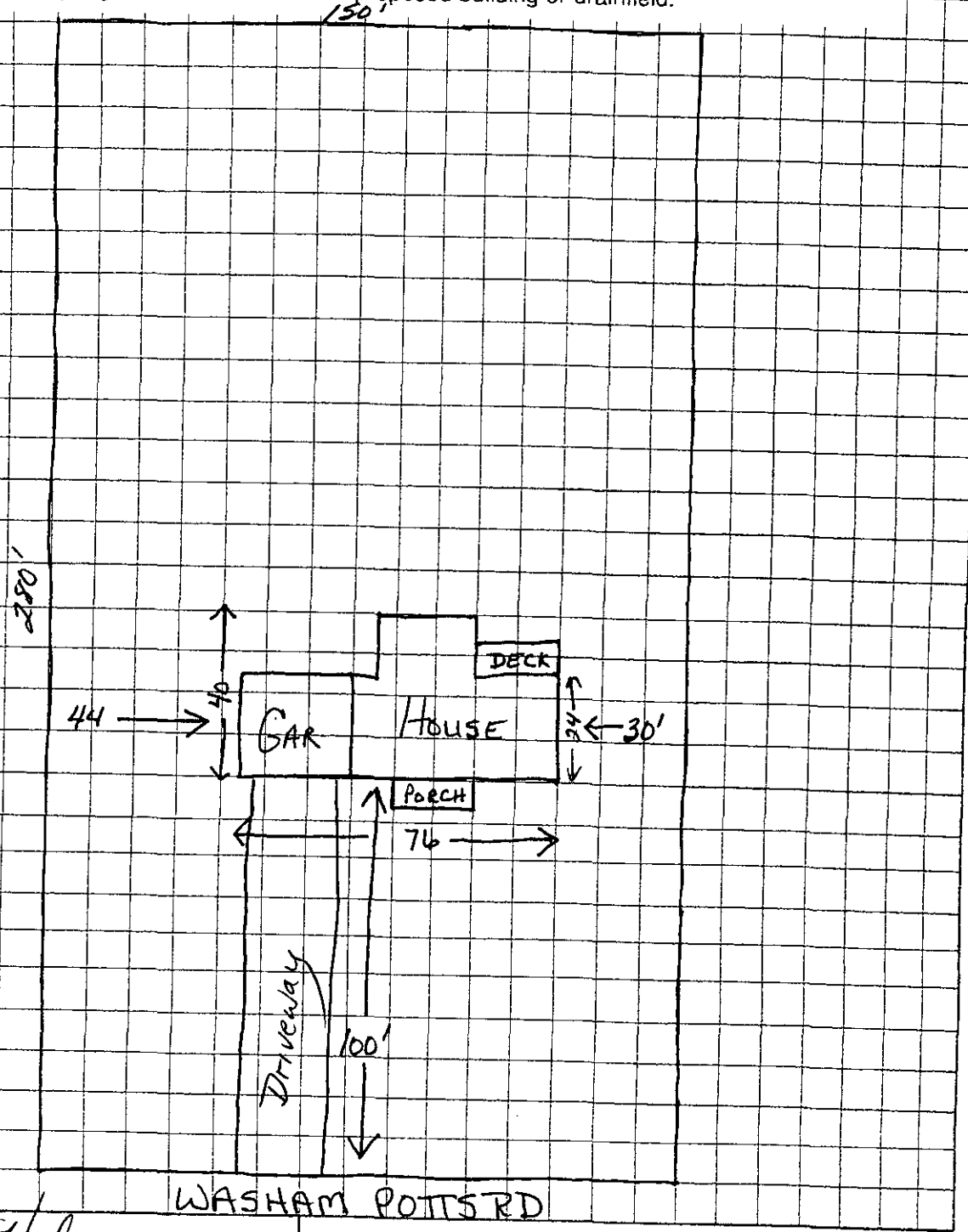
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
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700 NORTH TRYON STREET
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PHONE (704) 336-5102

FILE: 5654B

TC: 005-01-05

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.



Glenda D. Helms
OWNER/AGENT SIGNATURE

DATE 7/19/04

APPROVAL DATE _____

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).

James Edward Helms, Jr., Glenda D Helms, as Buyer, hereby offers to purchase and James Ray Williams, Edna D Williams, as 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 Cornelius, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 9701 Washam Potts Rd Zip 28031
Subdivision Name _____
Plat Reference: Lot L14, Block or Section BBM-9 Parcel ID #00508105 as shown on Plat Book or Slide _____ at Page(s) _____ (Property acquired by Seller in Deed Book 03603 at Page 445).
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 $ 35,000.00 and shall be paid as follows:

(a) $ 1,000.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by _____ ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) $ _____, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

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

(d) $ _____, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) $ 34,000.00, BALANCE of the purchase price in cash at Closing.

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

(a) Buyer must be able to obtain a ☐ Conventional ☐ Other: _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum, with mortgage loan discount points not to exceed _____ % of the loan amount. Buyer shall apply for said loan within _____ 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 _____ and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing

REALTOR®
This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
EQUAL HOUSING OPPORTUNITY
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Buyer Initials _____ Seller Initials _____

RE/MAX Lake & Land 18709 West Catawba Ave., Cornelius NC 28031
Phone: 7048925620 Fax: 7148969684 Realtor

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COPY

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 relocation of an existing 1700 sf ranch style dwelling 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: None

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

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 $ _____ per N/A .

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 $ _____, 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 9/26/04, at a place designated by Buyer. The deed is to be made to as directed.

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.

Buyer Initials JEH. QL Seller Initials JRW EJW.

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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 _____ 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 _____ ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than 7/26/2004, 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 09/26/2004 _____ 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 09/26/2004 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.)

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.

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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.

Date: 7/14/04 Date: 7-14-04

Buyer James Edward Helms, Jr. (SEAL) Seller James R Williams (SEAL)
James Edward Helms, Jr. James Ray Williams

Date: Date:

Buyer Glenda D Helms (SEAL) Seller Edna D Williams (SEAL)
Glenda D Helms Edna D Williams

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

Date _____ Firm: _____

By: _____
(Signature)

Selling Agent/Firm/Phone _____
Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone _____
Acting as ☐ Seller's (sub)Agent ☐ Dual Agent

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