

13640 PINE HARBOR RD

19908572

7/10/08

marliwr

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

FILE: 14436 DATE: 2-13-06

TC: 199-085-72 ☑ CRT

SERIAL Nº 20094

Name of Owner Jay Cocker Juris.:

Address of Property 13610 Pine Harbor Rd Charlotte NC

Inspection Data:

Tank Material PCC

Total Length of Drainfield 300'

Number of Lines 4 @

Cover Depth 24-36"

Water Supply Source Well

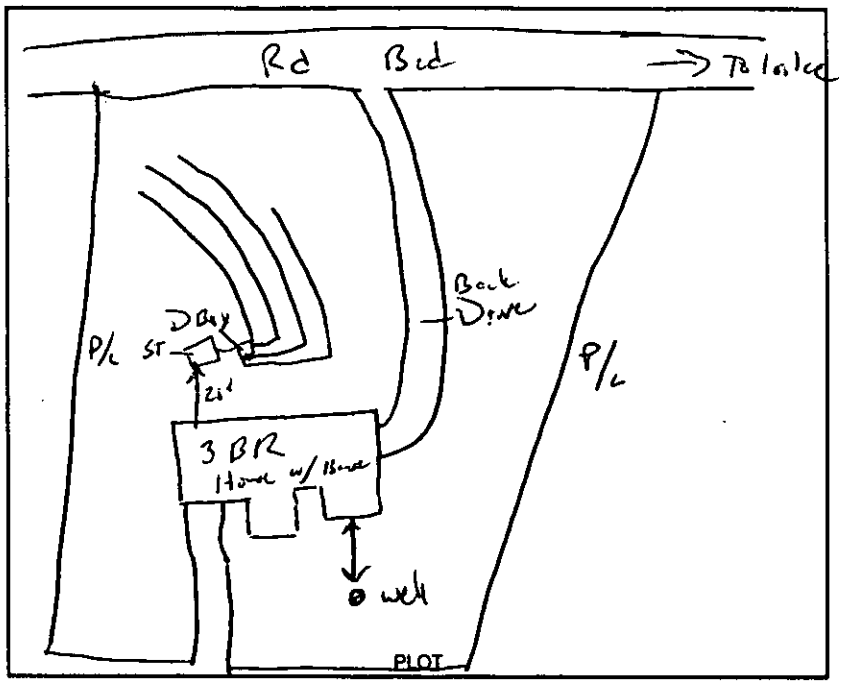
Distance to Water Source >50'

Excavation Inspected 2-10-06 (JP)

Tank(s) Inspected 2-13-06

Wash Line Inspected N/A

High Water Alarm Inspected N/A



Design 2/13/06 PCC Tanks, 4 lines of 25' Rock Chamber CTR# Mike Christenbury

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

☑ installed or constructed ☐ altered or repaired

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

and meets the provisions of 15A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☑ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1900 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

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

COMMENTS: Conditions of lot approved by Kelly Randall (KR)

III-3 Type

Environmental Health Specialist 6/15/06

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

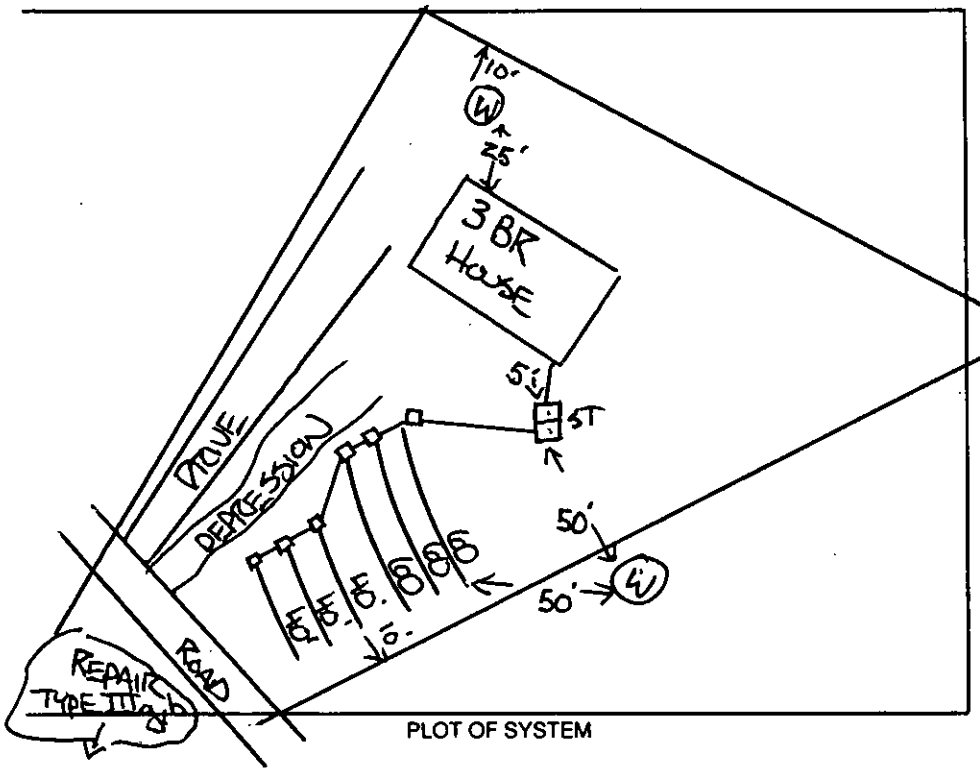
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

FILE: 14436 DATE: 9/29/05

TC: 199-085-72 ☐ L

SERIAL Nº 20095

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 7/10/02. 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 N/A gallons

Tank Construction PCC

Trench Depth 24"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous YES

Total Line Length 300' feet

Number of Lines 3X60' & 3X40'

Depth of Stone N/A inches

Distance from House 75 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 THOMAS & LISA SAXON

LOCATION OF PROPERTY 13640 PINE HARBOR RD.

Comments: TYPE IIIg, INJ., 25% REDUCTION, 1500 ST, 900 SF, 300 TLF, INSTALL 6 LINES (3X60' & 3X40'), W/ DROP BOXES, KEEP LINES LEVEL & ON CONTOUR, STAY OUT OF DEPRESSION AREA, SETBACKS: 750' FROM WELL, 75' FROM HOUSE, >10' FROM PROPERTY LINE

[signature] RS 9/29/05
Environmental Health Specialist

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

Check #1611 Project #135030 AS

FEE: $300.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 7/1/05 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 8/22/02

PERMIT NO: ~~501513~~ 14436
PARCEL NO: 199-065-72

JOB LOCATION ADDRESS: 13640 Pinehurbor Road
PROPERTY OWNER: John Wayne Quinn
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: _____ DATE: _____
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 501513, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED **PRIOR** TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: Agreement forms to be on file prior to issuing installation permit.

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

Linda Lowe 8/22/02
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: ~~5015B~~ 14436

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 199-085-72

The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.

CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.

Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement: ✓ Yes ___ No ___ Partial Basement

Type Primary Wastewater System
Type (circle one): I II (III) IV V VI

___ Conventional
___ Prefabricated, permeable block panel system
___ Shallow Placed Conventional
___ Low Pressure Pipe
___ Large Diameter Pipe
___ Fill
___ Other
✓ Innovative or Experimental:
___ IWWS-93-1
___ IWWS-93-2
___ IWWS-94-1

3 Long-term acceptance rate	360 Max gallons/day wastewater flow	900 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
Yes Serviced by private well	1500 Gallon septic tank	200 Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
3 Bedrooms in residence	N/A Gallon pump tank	N/A Depth of stone	

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

Site modifications required:

Additional Conditions: Do not grade or change Septic drainfield area.
Innovative agreement forms shall be on file prior to Authorization to construct
Keep 750' from any well

Repair Area System Type
Type (circle one): I II (III) IV V VI

___ Conventional
___ Prefabricated, permeable block panel system
___ Shallow Placed Conventional
___ Low Pressure Pipe
___ Large Diameter Pipe
___ Fill
___ Other
✓ Innovative or Experimental:
___ IWWS-93-1
___ IWWS-93-2
___ IWWS-94-1

___ Absorption Area (Sq ft) 120' Total Trench Length (Ft)	N/A Depth of Stone Trench	4' Trench spacing (min. on centers)	24" Maximum Trench Depth

For existing system, enter the year originally installed:

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

... No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Departmer

... This Improvement permit is transferable.

Beaufus Sorey 6/22/02
DEHNR Authorized Agent Date

Lisa A. Sawyer
Owner/Agent Signature Date

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

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

PROPOSED PLOT PLAN

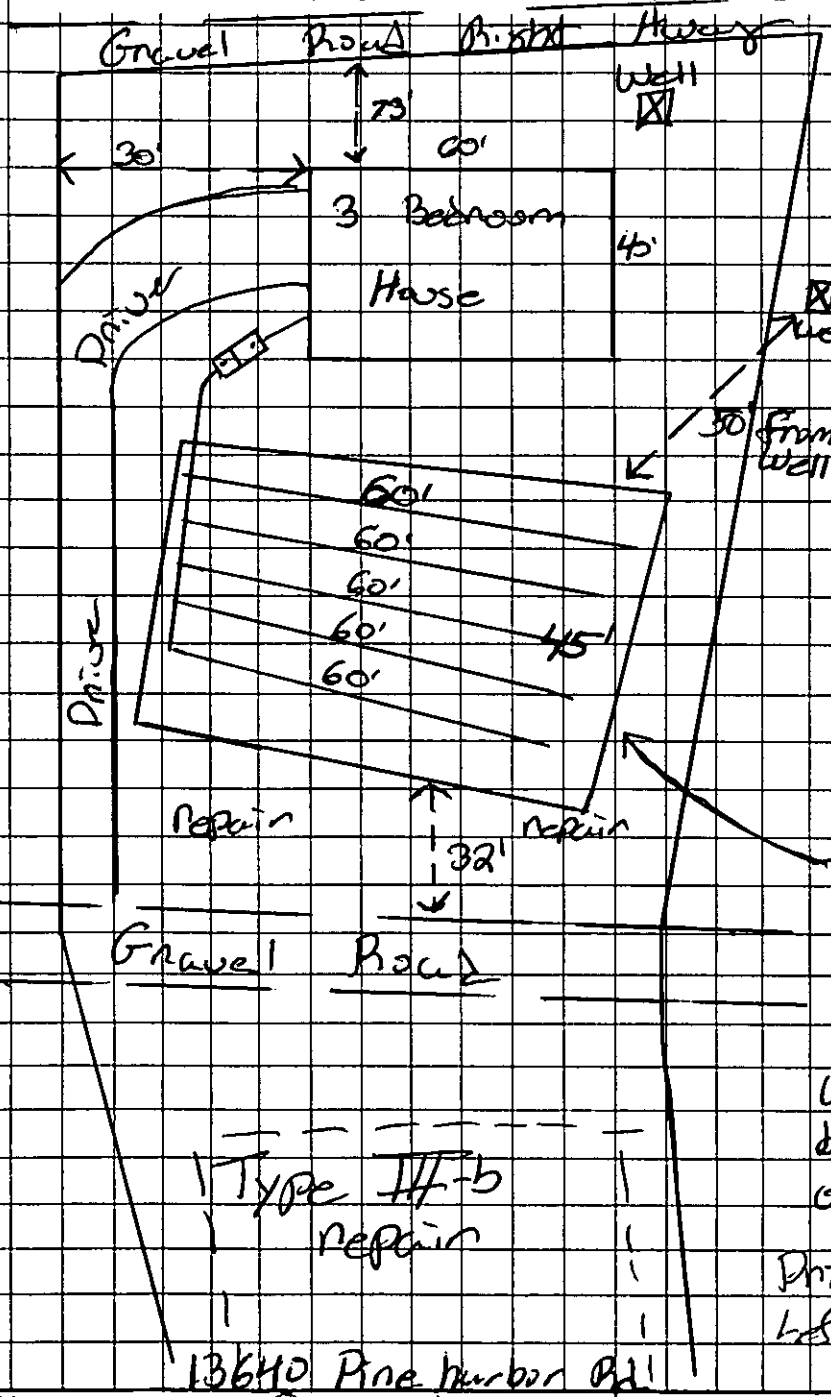
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

14436

FILE: ~~5015 B~~

TC: A9-085-72

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:

Type III-G innovative
25% reduction
1500 gallon, ST
Install 5 lines @ 60' each
TLF = 300'
LTAR = .3 gal/Ft²

House to be 73' from back property line and 30' from side Property line to back left corner of house

Do not grade or excavate land within 60'x45' septic drainfield Box

Well is to be located behind house @ top of Hill

Driveway must be on left side of property.

Lisa C. Sauer
OWNER/AGENT SIGNATURE

DATE 8/22/02

APPROVAL DATE 8/22/02

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

T. M. MAYFIELD & CO.

ADJUSTERS OF LOSSES FOR INSURANCE COMPANIES

P. O. Box 11839
Charlotte, NC 28220
(704) 525-3636
FAX - 704 525-3900
E-mail: charlotte@tmmayfield.com

FACSIMILE TRANSMISSION LEAD SHEET

TO: Health Department/Septic Division FAX #: (704) 336-6894

FROM: Lisa Saxon EXT:

RE: Recorded Agreement DATE: 7/6/05

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 2

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

COMMENTS: Attached please find recorded Agreement for my file. Pls let me know if there is anything further I need to acquire septic permit

Pls contact me at (704) 369-2537 during the day.

Thanks,
Lisa Saxon

Please advise if the information is not received complete and legible.

The information in the facsimile message is confidential information intended for the use of the addressee listed.

FOR REGISTRATION JUDITH A
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2005 JUL 06 11 22 AM
BK.18993 PG.250-253 FEE $20 00
INSTRUMENT # 2005125998H
2005125998

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

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

FILE # 14436
PARCEL # 199-085-72

The undersigned, Thomas L. Sexon & Lisa H. Sexon owner of property located at Lot 6 Pine Harbor Estates MB 19/149 (the "site") and described in an instrument recorded in Book 13861 at Page 919-921, Mecklenburg Public Registry, hereby acknowledges that the undersigned applied to the Mecklenburg County Health Department (the "Department") for a permit to install a septic tank sewage disposal system on the site; that the Department evaluated the site for suitability for such a system in accordance with the regulations promulgated by the North Carolina Commission for Health Services as 15A NCAC 18A .1900 et seq.; that the Department originally classified the site as "unsuitable" pursuant to the standards set forth in the regulations; that the undersigned requested that the Department reclassify the site as "provisionally suitable" in light of the particular septic tank system proposed by the undersigned; that the Department considered various studies, data, and other information which indicate to the Department that the septic tank system proposed by the undersigned is allowed by the rules; and that the Department therefore reclassified the site as "provisionally suitable" and issued an appropriate permit for such proposed septic tank system.

The undersigned further acknowledges that the proper design, construction, operation and maintenance of such septic tank system is the responsibility of the designer, owner, developer, installer, or user of the system, as applicable, and that neither the Department nor its officials, employees, or Agents warrant or guarantee that the said system installed pursuant to the permit issued by the Department will function in a satisfactory manner for any given period of time or that the Department, its officials, employees or agents assume any liability for any damages of any kind which are caused, or which may be caused, by a malfunction of such system.

The undersigned further acknowledges that the following conditions will apply to the site:

This instrument was prepared by: _____
Mail after recording to: Lisa Sexon, 731 Julia Street
Fort Mill, SC 29708

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

Sheet: 1
Property ID: 199-085-72
Lot #: 6
File #: ~~5015B~~ 10436 ACS
Code: 2

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: John Quinn
Applicant: Lisa A. Saxon
Address: 3101 Scarlet Circle, Charlotte, N. C. 28273
Date Evaluated: 07/22/2002
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: 1.87a
Location of Site: 13640 Pine Harbor Road
Property Recorded:
Water Supply: [ ] Public [x] 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, 20	0-3	GR/CL	FR/SEXP/SS/SP	>46" TO SOIL WETNESS	46	N/A	NONE	PS, IV
		3-22	SBK/C	FI/SEXP/S/P					.35GPD/FT^2
		22-46	SBK/CL	FR/SEXP/SS/SP					
2	LS, 10	0-2	GR/CL	"	>33" TO SOIL WETNESS	33	"	"	US, III
		2-33	SBK/CL	"					.4GPD/FT^2

Description	Initial System	Repair System
Available Space (.1945)	US	
System Type(s)		
Site LTAR	.375GPD/FT^2	

Other Factors (.1946): _____
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 7/22/02. W. R. Marlin
Others Present:

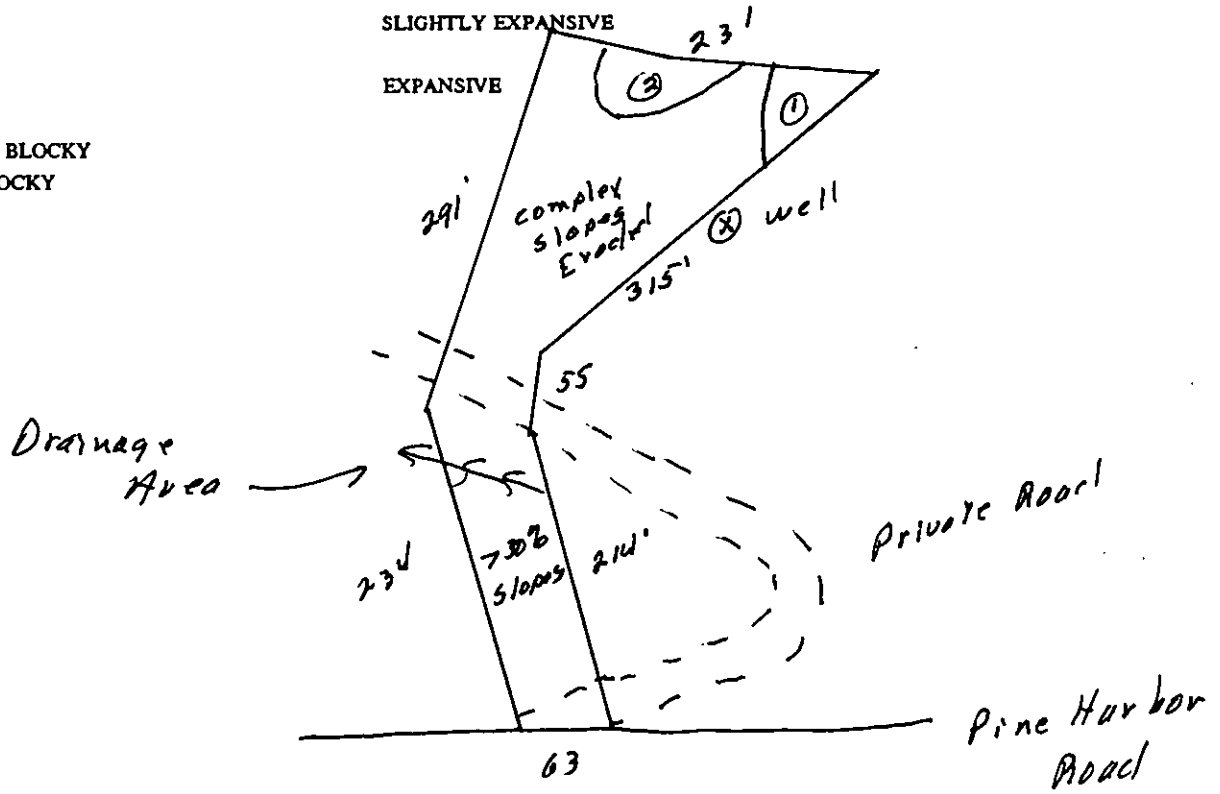
FILE # 50158

COMMENTS Lot not 100% Repair

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

N

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



FEE: 200 DATE: 7/12/02 PB

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

WELL 348 I 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 #: ~~50158~~ 14436

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 19908572 - 001

STREET ADDRESS: 13640 Pine Harbor Rd

SUBDIVISION OR MOBILE HOME PARK NAME: Pine Harbor Estates

LOT NUMBER: 6

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1900

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS:

CLOSING DATE 7/ /02

FOUNDATION FOR RESIDENCE:

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

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

Pls notify for results:

PROPERTY OWNER: John W. Quinn

NAME: QUINN JOHN WAYNE (LAST) (FIRST) (MI)

ADDRESS: 3101 SCARLET CIRCLE

CITY: CHARLOTTE STATE: NC. 28273

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Saxon LISA A. (LAST) (FIRST) (MI)

DAYTIME PHONE: 704 525 - 3636 x 1100

12917 Seascape Ln
Charlotte NC 28278

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? BK 19, Pg 149 March 1, 1984

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: John W. Quinn / Lisa Saxon, agent/buyer DATE: 7/10/02

Placed with Site Info 7/12/02 4:30pm RP

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

To: David Cornelius

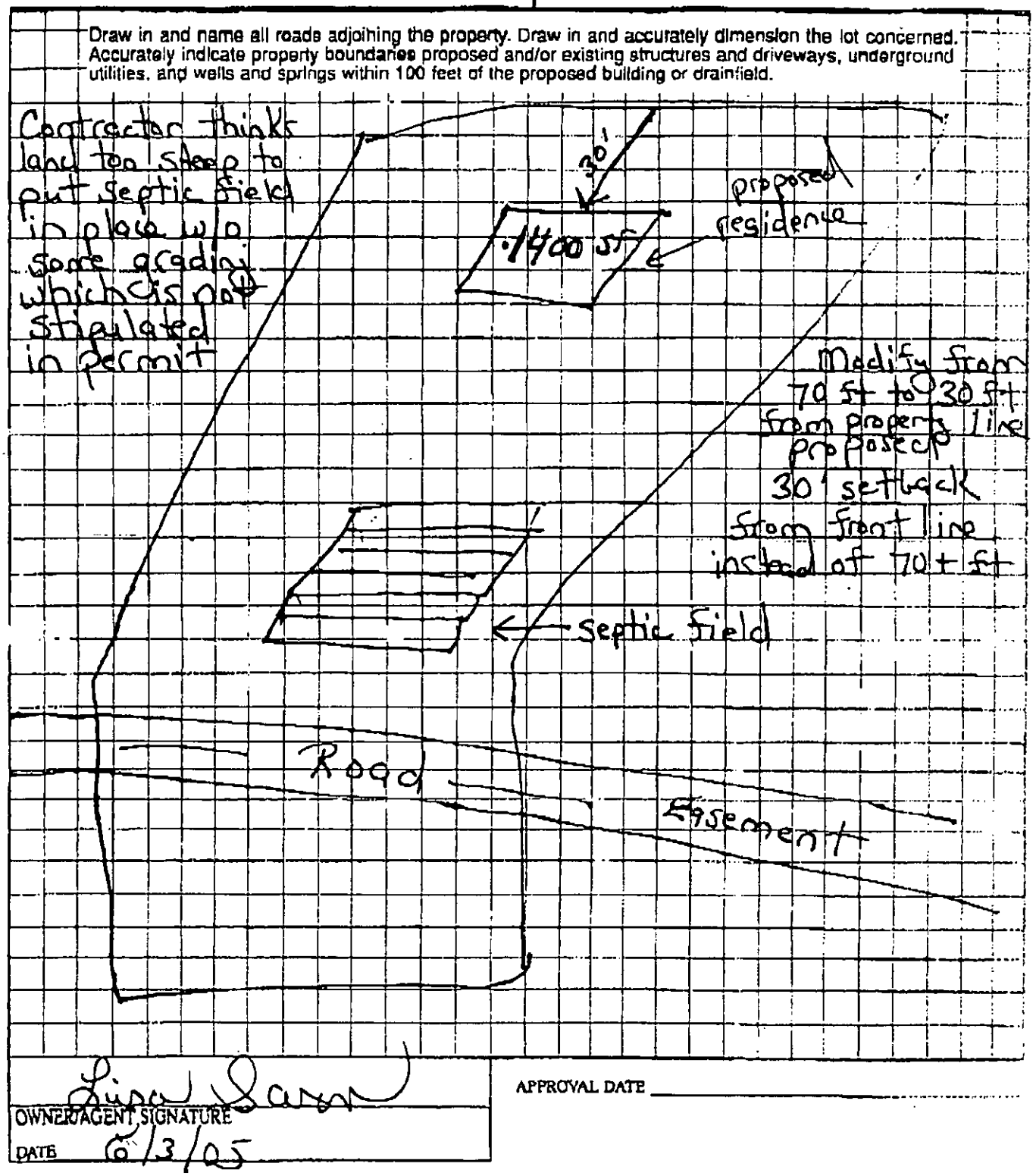
PROPOSED PLOT PLAN

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

3640 Pine Harbor Rd
FILE: Charlotte NC

TC: _____

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.



OWNER/AGENT SIGNATURE Lisa Lasor

DATE 6/3/05

APPROVAL DATE _____

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	07/01/05	**Amount:**	150.00
Receipt #:	35547	**Tendered:**	150.00
Check / Auth #:	CHECK 1611	**Returned:**	0.00
Received By:	WALKEVA		

Account Information

Account #: 200000
Contractor: J.C. CONSTRUCTION COMPANY
Attn:
Address: 4861 VALITA ROAD
Address:
City/State/Zip: YORK, SC 29745

Item	Description	Permit#	Quantity	Unit Price	Total Price
0703	Installation/Final Approval 13640 PINE HARBOR ROAD		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:	07/01/05	**Amount:**	150.00
Receipt #:	35548	**Tendered:**	150.00
Check / Auth #:	CHECK 1611	**Returned:**	0.00
Received By:	WALKEVA		

Account Information

Account #: 200000
Contractor: J.C. CONSTRUCTION COMPANY
Attn:
Address: 4861 VALITA ROAD
Address:
City/State/Zip: YORK, SC 29745

Item	Description	Permit#	Quantity	Unit Price	Total Price
0734	Auth for Waste Wtr Sys Constr 13640 PINE HARBOR ROAD		1	150.00	150.00

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

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

To: Kelly Randall, Supervisor
Meck Co Health Dept - Environmental Health Div.

From: Joyce/John Quinn

Subject: Petition for a Contested Case Hearing

Date: August 8, 2002

Please find attached the petition as We discussed via telephone Today - Please make sure Brandon Summey gets this copy - If you have further questions, please call me at 704-588-2308.

Thanks,

Joyce R Quinn

3 copys made
(1) Placed into Brandon's box (this morning) Total 2 pages
(1) Placed into Kelly's box.
(1) Placed on Kelly's desk. @ 9:30 AM 8/9/02

PLEASE PRINT CLEARLY OR TYPE

STATE OF NORTH CAROLINA

COUNTY OF (1) Mecklenburg

IN THE OFFICE OF ADMINISTRATIVE HEARINGS

(2) John W. Quinn
(your name) PETITIONER,

v.

(3) Mecklenburg County Health Dept., Environmental Health Division
RESPONDENT.
(The State agency or board about which you are complaining)

PETITION FOR A CONTESTED CASE HEARING

I hereby ask for a contested case hearing as provided for by North Carolina General Statute § 150B-23 because the Respondent has:

(Briefly state facts showing how you believe you have been harmed by the State agency or board.)

Denied an improvement permit for a sewage system at property site 13640 Pine Harbor Rd. I am working with outside consultant who is reviewing site to develop a plan for a septic system so site can be reclassified as provisionally suitable. Also said site was approved for an individual septic tank on 3-27-84. Tax value is $50,200 and premium property taxes have been paid each year since my purchase date of 3/26/84.

(If more space is needed, attach additional pages.)

(4) Because of these facts, the State agency or board has: (check at least one from each column)

- ✓ deprived me of property;
- ____ ordered me to pay a fine or civil penalty; or
- ____ otherwise substantially prejudiced my rights;

AND

- ____ exceeded its authority or jurisdiction;
- ✓ acted erroneously;
- ____ failed to use proper procedure;
- ____ acted arbitrarily or capriciously; or
- ____ failed to act as required by law or rule.

(5) Date: Aug 8, 2002 (6) Your phone number: (704) 588-2308

(7) Print your full address: 3101 Scarlet Circle (street address/p.o. box) Charlotte (city) NC (state) 28273 (zip)

(8) Print your name: John Wayne Quinn

(9) Your signature: John Wayne Quinn

You must mail or deliver a **COPY** of this Petition to the State agency or board named on line (3) of this form. You should contact the agency or board to determine the name of the person to be served.

CERTIFICATE OF SERVICE

I certify that this Petition has been served on the State agency or board named below by depositing a copy of it with the United States Postal Service with sufficient postage affixed **OR** by delivering it to the named agency or board:

(10) Brandon Summey (name of person served)

(11) Meck Co Health Dept, Environemental Health Div. (State agency or board listed on line 3)

(12) 700 North Tryon St. (street address/p.o. box) Charlotte (city) NC (state) 28202 (zip code)

(13) This the 8th day of August, 2002.

(14) John Wayne Quinn (your signature)

When you have completed this form, you **MUST** mail or deliver the **ORIGINAL AND ONE COPY** to the Office of Administrative Hearings, 6714 Mail Service Center, Raleigh, NC 27699-6714.

H-06 (11/99)

August 8, 2002

Brandon Summey, R.S.
Authorized Agent - DENR
Mecklenburg County Health Department
Environmental Health Division
700 North Tryon Street, Suite 211
Charlotte, NC 28202-2236

Dear Mr. Summey:

I, John W. Quinn, wish to request an informal review by the environmental health supervisor for the denied application for improvement permit at 13640 Pine Harbor Road, Charlotte, NC 28278, Health Department file number 5015B. I am working with an outside consultant who is reviewing the site to try to develop a plan so the site can be reclassified as PROVISIONALLY SUITABLE for a sewage system.

Also, please find attached the approval by the Mecklenburg County Department of Environmental Health for the installation of an individual septic tank system dated 3/27/84 for 13640 Pine Harbor Road.

Thanking you in advance for your consideration and review.

Sincerely,

John W. Quinn

Serial No. 7330

SIR No. 14436

Date Issued 3-27-84

T. C. No. 199-085-72

Map Date

MECKLENBURG COUNTY
DEPARTMENT OF ENVIRONMENTAL HEALTH

TO THE BUILDING INSPECTION DEPARTMENT

APPROVAL OF LOT FOR INSTALLATION OF AN INDIVIDUAL SEPTIC TANK WITH SUBSURFACE, SOIL ABSORPTION, EFFLUENT DISCHARGE

NAME OF OWNER Jones, Jr. (LAST) John (FIRST) E. (MIDDLE)

ADDRESS OF OWNER 13610 Pine Harbor Road, Charlotte, NC ZIP 28210

LOCATION OF LOT 13640 Pine Harbor Road (STREET OR COUNTY ROAD)

SUBDIVISION _____ LOT NO 6 BLOCK NO. _____

MAP BOOK NO. _____ PAGE NO. _____

The above specified lot is approved by the Mecklenburg County Department of Environmental Health for the installation of an individual septic tank system with subsurface, soil absorption, effluent discharge based on the soil investigation, on an on-site inspection of the said lot; and upon the information supplied in the "Application for an Installation, Construction, Alteration, and/or Repair Permit", number 14436. This approval is subject to the following terms and conditions:

1. That the nitrification field be installed, constructed, altered and/or repaired in the same area where the soil investigation was run.
2. That an "Installation, Construction, Alteration, and/or Repair Permit" be issued and in full force and effect when the system is installed, constructed, altered, and/or repaired and that the system be installed in accordance with same.

This approval may be revoked and the building inspection department requested to revoke any building permit(s) which have been issued to authorize construction on the said lot if at any time it is determined that any information contained in the "Application for an Installation, Construction, Alteration, and/or Repair Permit" is not correct or is untrue or that the septic-tank system is not being installed, constructed, altered and/or repaired in accordance with a valid Installation, Construction, Alteration, and/or Repair Permit.

*** AGREEMENT FORM ON FILE ***

Environmentalist

Bruce D. Henderson
Environmental Health Director, or Authorized Section Head

EHD-5-76

Owner's Copy

NOTICE OF REAL PROPERTY ASSESSED VALUE

Date of Notice: 01/05/1998

** THIS IS NOT A BILL **

Mecklenburg County Tax Administrator's Office, Real Estate Division, P.O. Box 31127, Charlotte NC 28236

TAX YEAR: 1998 **PARCEL #: 199-085-72**

YOU ARE HEREBY NOTIFIED THAT AS OF 1/1/1998 YOUR ASSESSED VALUE HAS CHANGED DUE TO **COUNTYWIDE REVALUATION**

QUINN JOHN W
&WF JOYCE
3101 SCARLET CIR
CHARLOTTE NC 28210

Deed Reference	Property Description
4808-0613	L6M19-149 13640 PINE HARBOR RD
13640 PINE HARBOR RD	

Market Value	Deferred Value	Historic/Use Value
50,210	0	0

PLEASE DETACH HERE ONLY IF YOU WISH TO APPEAL THE VALUE OF THIS NOTICE. RETAIN TOP PORTION FOR YOUR RECORDS.

Mecklenburg County
Health Department

July 25, 2002

John Wayne Quinn
3101 Scarlet Circle
Charlotte, NC 28273

Re: Application for improvement permit for Lisa Saxon
Property Site: 13640 Pine Harbor Road
Health Department file no. ~~5015B~~ 14936

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on July 24, 2002 evaluated the above-referenced property at the site designated on the plat/site plan that accompanied your improvement permit application. According to your application the site is to serve a 3-bedroom residence, with a design wastewater flow of ___360____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:

____X___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)
____X____Insufficient space for septic system and repair area (Rule .1945)
_____Unsuitable for meeting required setbacks (Rule .1950)
_____Other (Rule .1946)

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. 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 July 25, 2002. 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 no 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,

Brandon Summey, R.S.
Authorized Agent - DENR

Encl: (2)

Cc: Lisa A. Saxon

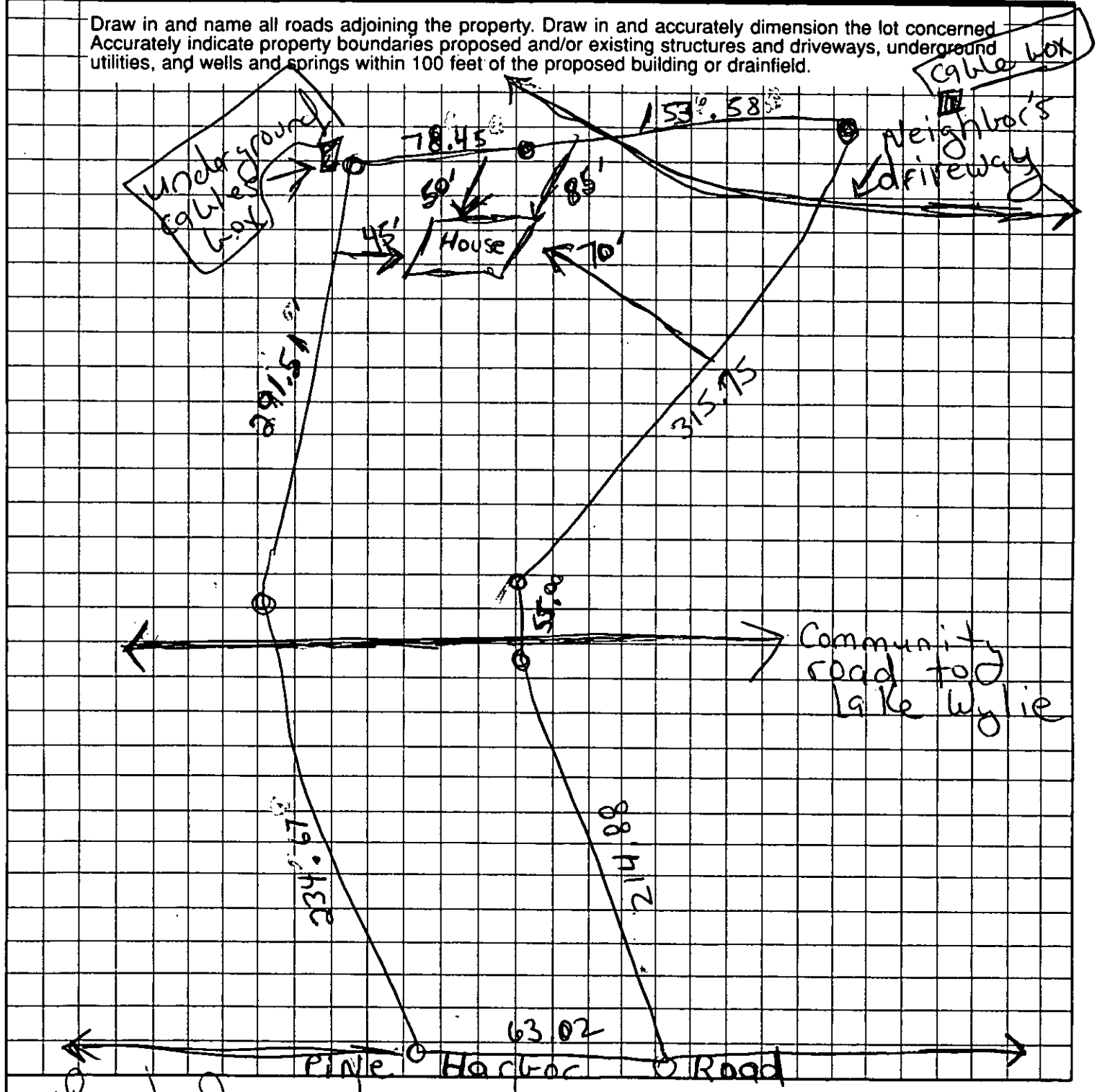
PROPOSED PLOT PLAN

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

14436
FILE: 5015B

TC: 199.085.72

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.



OWNER/AGENT SIGNATURE Ben Lanier

DATE 7/12/02

APPROVAL DATE _____

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

OFFER TO PURCHASE AND CONTRACT

Thomas L. Saxon and wife Lisa A. Saxon, as Buyer, hereby offers to purchase and John and Joyce Quinn, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Charlotte, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 13640 Pine Harbor Road Zip 28278 Legal Description: LOT 6

(☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, _____ 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: Add 7/13/02 JLS 7-13-02 JLS 7-3-02

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

4. **PURCHASE PRICE:** The purchase price is $ ~~$50,000.00~~ Add 7/13/02 JLS $51,000.00 Add 7/13/02 JLS and shall be paid as follows:

(a) $ 500.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☑ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by Allen Tate Co. ("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) $ -0-, 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) $ ~~50,500.00~~, BALANCE of the purchase price in cash at Closing. $50,500.00 Add 7/13/02 JLS 7/15/02

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: _____ loan at a __Fixed Rate __Adjustable Rate in the principal amount of _____ (plus any financed VA Funding Fee or FHA MIP) for a term of ____year(s), at an initial interest rate not to exceed _____% per annum, with mortgage loan discount points not to exceed _____% of the loan amount. Buyer shall apply for said loan within 7 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before 7-5 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's Closing costs (including loan discount points), those costs are as follows: _____

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

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

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

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

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving; water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: None (Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: Association dues $250.00 per year

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 $ 250.00 per year

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

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

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

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

This form has been jointly approved by the:
North Carolina Bar Association
North Carolina Association of REALTORS®

REALTOR®

EQUAL HOUSING OPPORTUNITY

STANDARD FORM 2
COPYRIGHT © 1999

ATC #2

Buyer Initials TLS Add Seller Initials TLS Add 7/15/02

8pt. DS Rev. 9/99

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

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

☐ Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (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.)

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

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

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

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

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

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before July 18, 2002, at a place designated by Buyer. The deed is to be made to Thomas L. Sayer and Lisa A. Sayer

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing: ☐ a Buyer Possession Before Closing Agreement is attached. OR, ☐ a Seller Possession After Closing Agreement is attached.

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

See additional Provisions Addendum

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

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

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

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

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

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

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

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

Date: 6-30-02 Date: 7-3-02

Buyer Thomas L Sayer (SEAL) Seller John W. Quinn (SEAL)

Date: 6/30/02 Date: 7/5/02

Buyer Lisa A. Sayer (SEAL) Seller Joyce R Quinn (SEAL)

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

Date 6-30-02 Firm: Allen Tate Company

By: Joyce Presley

Selling Agent/Firm/Phone Joyce Presley

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

Listing Agent/Firm/Phone Carol Reese

Acting as ☐ Seller's (sub)Agent ☑ Dual Agent