

15600 DEERHAVEN CT

00308151

7/6/2007

duponbj

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 7578-A DATE: 12/3/99

TC: 003-081-51 ☐ L ☒ CRT

SERIAL Nº 17860

Name of Owner Mitchell S. Latham Juris.: Mecklenburg

Address of Property 15600 Deerhaven Ct.

Inspection Data:

Tank Material P.C.C.

Total Length of Drainfield 440 ft

Number of Lines 5 @ 88 ft.

Cover Depth 12" +

Water Supply Source Well

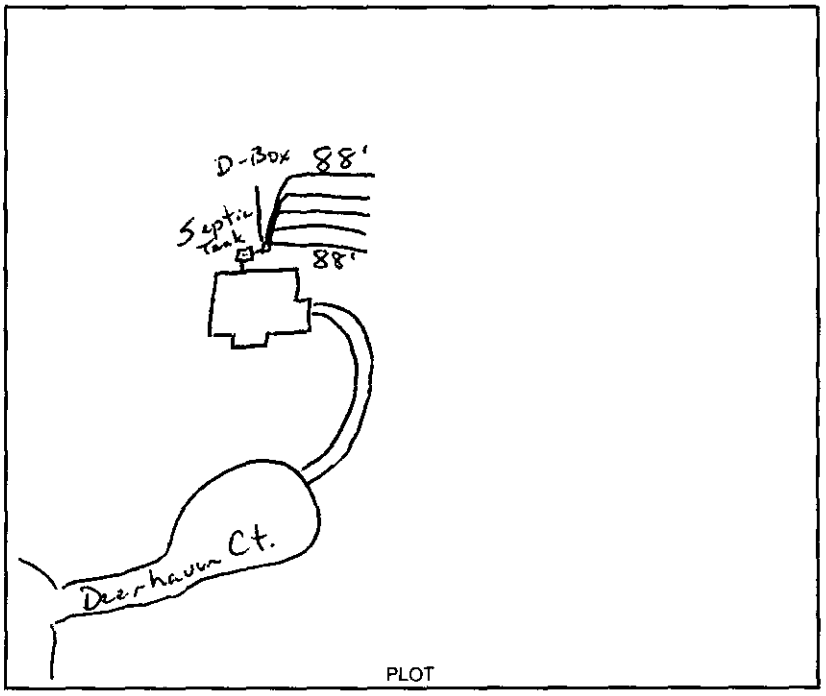
Distance to Water Source 100 ft +

Excavation Inspected 12/3/99

Tank(s) Inspected 12/3/99

Wash Line Inspected N/A

High Water Alarm Inspected N/A



PLOT

Design 1500 S.T., ~~Conv.~~ Inv., 1310 S.F., T., CTR# Bobby Mayhew

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

☒ installed or constructed ☐ altered or repaired

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

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

☒ Certificate of Completion ☒ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

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

COMMENTS: System designed for a 4 bedroom residence.

Type III g

Jeff A. Knight
Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

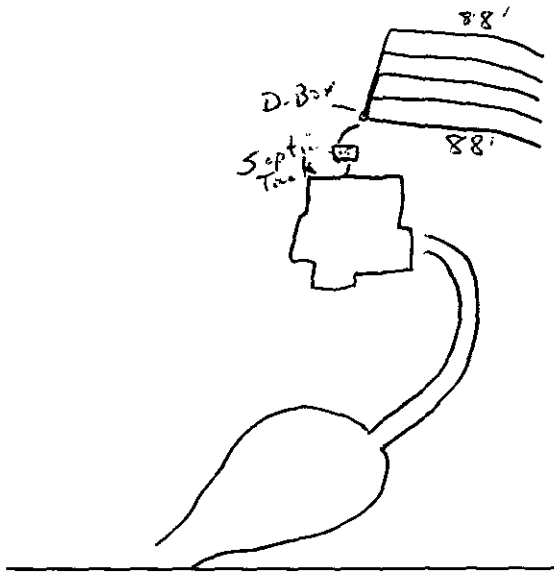
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 7578-A DATE: 12/1/99

TC: 003-081-51 ☒ L

SERIAL Nº 18172

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 3/16/98. All work shall be completed on or before January 4, 1999, 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 Precast Concrete

Trench Depth 30" maximum

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous Yes

Total Line Length 440 feet

Number of Lines 5

Depth of Stone N/A inches

Distance from House 15 feet

Distance from Property Line 10 feet

Distance from Well 100 feet

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

NAME OF OWNER Mitchell S. Latham

LOCATION OF PROPERTY 15600 Deerhaven Ct.

Comments: (1) Keep lines level and on contour of land. (2) Trenches to be spaced 9 ft. on center. (3) 5 lines x 88 ft long

Jeff A. Knight
Environmental Health Specialist

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

FEE: 200 to CHK # 6891 | AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION
DATE: 4/2/98 | VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

DATE: 4-3-98 PERMIT NO: 7578-A

PARCEL NO: 003-081-51

JOB LOCATION ADDRESS: 15600 DEERHAVEN CT

PROPERTY OWNER: MITCH LATHAM

BUILDING CONTRACTOR:

SUBDIVISION NAME: RUNNEYMEADE

AUTHORIZATION ISSUED BY: Kelly Randell DATE: 4-1-98

DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 7578-A 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: Use innovative System agreement forms must be recorded prior to installation approval.

OWNER CERTIFICATION

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

X Mitchell S Latham 4-1-98

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number 7578-A

Tax Number: 003-081-51

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	
225 Long-term acceptance rate	480 Max gallons/day wastewater flow	1310 Absorption Area (sq ft)	9 Trench spacing (min. on centers)	
yes Serviced by private well	1500 Gallon septic tank	440 Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
4 Bedrooms in residence	___ Gallon pump tank	N/A Depth of stone		
Any surface waters present: No Type:		Minimum separation distance:		
Site modifications required: No				
Additional Conditions: - Use innovative system - agreement forms must be executed and recorded prior to installation approval.				

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	
1340 Absorption Area (Sq ft) 440 Total Trench Length (Ft)	N/A Depth of Stone Trench	9 Trench spacing (min. on centers)	30" Maximum Trench Depth	
For existing system, enter the year originally installed:				

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

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

Kelly Randall 4-1-98
DEHNR Authorized Agent Date

J. Mitchell J. Latham 4-1-98
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

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
1999 DEC 01 11:14 AM
BOOK:10938 PAGE:111-114 FEE:$12.00
INSTRUMENT # 1999212626

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 # 7578A
PARCEL # 003-081-51

The undersigned, Mitchell & Tracie Latham, owner of property located at 15600 Deerhaven Court, (the "site") and described in an instrument recorded in Book 9650 at Page 227, Mecklenburg Public Registry, hereby acknowledges that the undersigned applied to the Mecklenburg County Health Department (the "Department") for a permit to install a septic tank sewage disposal system on the site; that the Department evaluated the site for suitability for such a system in accordance with the regulations promulgated by the North Carolina Commission for Health Services as 15A NCAC 18A .1900 et seq.; that the Department originally classified the site as "unsuitable" pursuant to the standards set forth in the regulations; that the undersigned requested that the Department reclassify the site as "provisionally suitable" in light of the particular septic tank system proposed by the undersigned; that the Department considered various studies, data, and other information which indicate to the Department that the septic tank system proposed by the undersigned is allowed by the rules; and that the Department therefore reclassified the site as "provisionally suitable" and issued an appropriate permit for such proposed septic tank system.

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

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

- Any changes on the property may make the Improvement Permit Null and void and may make the Improvement Permit subject to revocation.

This instrument was prepared by: MITCHELL LATHAM
Mail after recording to: 15600 DEERHAVEN COURT
DAVIDSON, NC 28031

- Do not grade, cut, fill, pave, construct a building or deck, dig a well, install a swimming pool or otherwise cover or disturb the soil (except for planting and maintaining grass or other ground covers) in a manner which will adversely affect the repair area or area where the septic tank system is located.

- When a private certified operator is required, no improvement permit for the designated repair shall be issued unless there is a private certified operator to carry out this management program in the service area where the proposed system is to be located. (Refer to Rule .1961, "Maintenance of Sewage Systems," for further information.)

- Additional fees will be required according to the Mecklenburg County user fee schedule applicable at the time for the issuance of a repair permit for any subsequent repairs to the sewage treatment and disposal system or for installation of a replacement system.

- At the time repairs to the sewage treatment and disposal system are to be made or a replacement system installed, the regulations in effect at that time will govern the repairs or installation of a replacement system.

The undersigned further agrees for himself, his heirs and assigns that he shall indemnify and hold harmless the Department, its employees, and officials, as well as Mecklenburg County and its employees and officials, for any damages or other claims of any person or persons whatsoever arising out of the installation, operation, or failure of said septic tank system.

Use of the singular masculine pronoun forms herein shall be deemed to also include the plural and feminine forms as the context may require.

This document shall be placed on the public records of the Register of Deeds of Mecklenburg County and indexed therein under the Grantor Index in the name or names of the undersigned, and the foregoing acknowledgements shall henceforth be binding on all persons claiming any right, title, or interest in the site.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 17th day of March, 1999.

_____ Mitchell S Latham (SEAL)
(Corporate Name)

Tracie B. Latham (SEAL)

By: _____ _____ (SEAL)

_____ President _____ (SEAL)

ATTEST:

_____

_____ Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

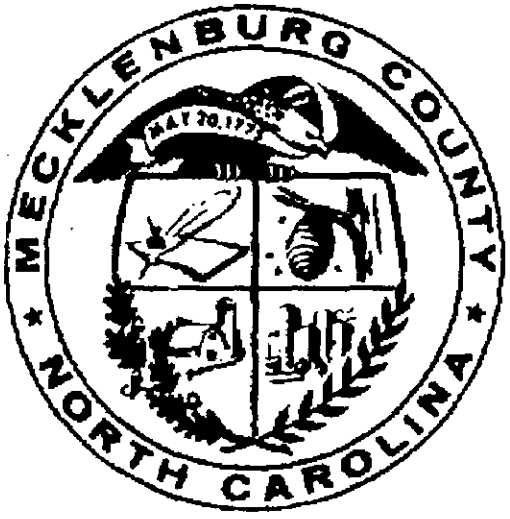
I, PHILLIP A. HARRIS, a Notary Public for said County and State, do hereby certify that MITCHELL S. LATHAM & TRACIE B. LATHAM personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 17th day of MARCH, 1999.

PHILLIP A. HARRIS NOTARY PUBLIC LINCOLN COUNTY, NC

Phillip A. Harris
Notary Public

My Commission Expires:
12/7/2003



JUDITH A. GIBSON
REGISTER OF DEEDS , MECKLENBURG COUNTY
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE NC 28202

****

Filed For Registration: 12/01/1999 11:14 AM

Book: RE 10938 Page: 111-114

Document No.: 1999212626

PRMIT 4 PGS $12.00

Recorder: SERENA ROSS

****

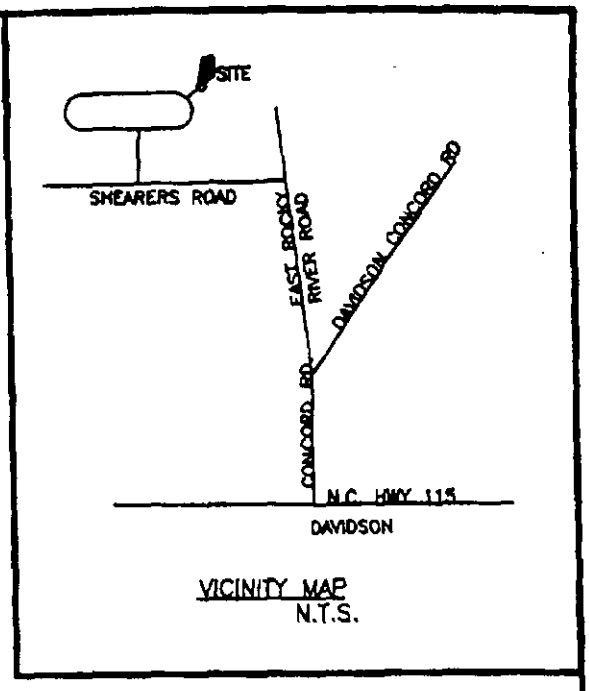
State of North Carolina, County of Mecklenburg

The foregoing certificate of PHILLIP A. HARRIS Notary is certified to be correct. This 1 ST of December 1999

JUDITH A. GIBSON, REGISTER OF DEEDS By: Serena M. Ross
Deputy/Assistant Register of Deeds

****

1999212626



VICINITY MAP
N.T.S.

1500 ST
440' innovative system
4 lines @ 110' each

CALLAWAY HILLS LANE

DEERHAVEN COURT
50' PUBLIC R/W

EXISTING HOUSE

182'

L=46.57'
R=47.00'

S 65°19'06" E
174.44'

50'

APPROXIMATE LOCATION

20' PERMANENT DRAINAGE EASEMENT

66'

56'

PROPOSED HOUSE
DECK

CONC. DR.

N 13°50'42" W
249.00'

82'

99'

NOTE: HOUSE LOCATION AND DIMENSIONS ARE APPROXIMATE. NO HOUSE PLAN HAS BEEN CHOSEN AT THIS TIME.

Road Repair

LOT #13
1.91 AC.

100 YR. FLOOD PLAIN

S 04°32'38" W
155.60'

N 72°02'09" W
124.27'

N 86°57'20" W
213.87'

LOT #13 RUNNEYMEDE SUBDIVISION
DEWEESE TWSP., MECKLENBURG COUNTY
15600 DEERHAVEN COURT
DAVIDSON, NC

SCALE: 1"=100'
APRIL 1, 1998
MITCH LATHAM
16434 BEECH HILL DRIVE
HUNTERSVILLE, NC 28078
PH: 896-1728

DIVISION OF ENVIRONMENTAL MANAGEMENT
ON-SITE WASTEWATER SECTION

COUNTY: _____

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM #2 15707

003-061-51 L13

OWNER: Peter S. Jackson APPLICANT: _____
ADDRESS: 16434 Beech Hall Dr, Hendersonville APPLICATION DATE: _____ DATE EVALUATED: _____
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 480gpd PROPERTY SIZE: 1.9
LOCATION OF SITE: 15100 Deerhaven Ct. PROPERTY RECORDED: _____
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 6-20% .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-2"	gr/cl	Fr/SExPl/SS/SP	7 46"	46"	N/A	None	PS .2154 F. IV
		2-40"	SBK/C	F:/SExPl/SP	To 50:1				
		40-46"	SBK/Cl	Fr/SExPl/SS/SP	wetness				
2	LS	0-3"	gr/cl	Fr/SExPl/SS/SP	7 46"	48"	N/A	None	PS .2154 F IV
		3-48"	SBK/C	F:/SExPl/SP	To 50:1				
		~~0-9~~			wetness				
3	LS	0-7"	gr/cl	Fr/SExPl/SS/SP	7 48"	48"	N/A	None	PS .2154 IV
		7-48"	SBK/C	F:/SExPl/SP	To 50:1				
					wetness				
4	LS	0-6"	gr/cl	Fr/SExPl/SS/SP	7 48"	48"	N/A	None	PS .2154 IV
		6-50"	SBK/C		To 50:1				
					wetness				

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W.R. Marlin - 3-27-98
OTHER(S) PRESENT: LGS

COMMENTS: 100% Repair

LEGEND

use the following standard abbreviations

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

OTES

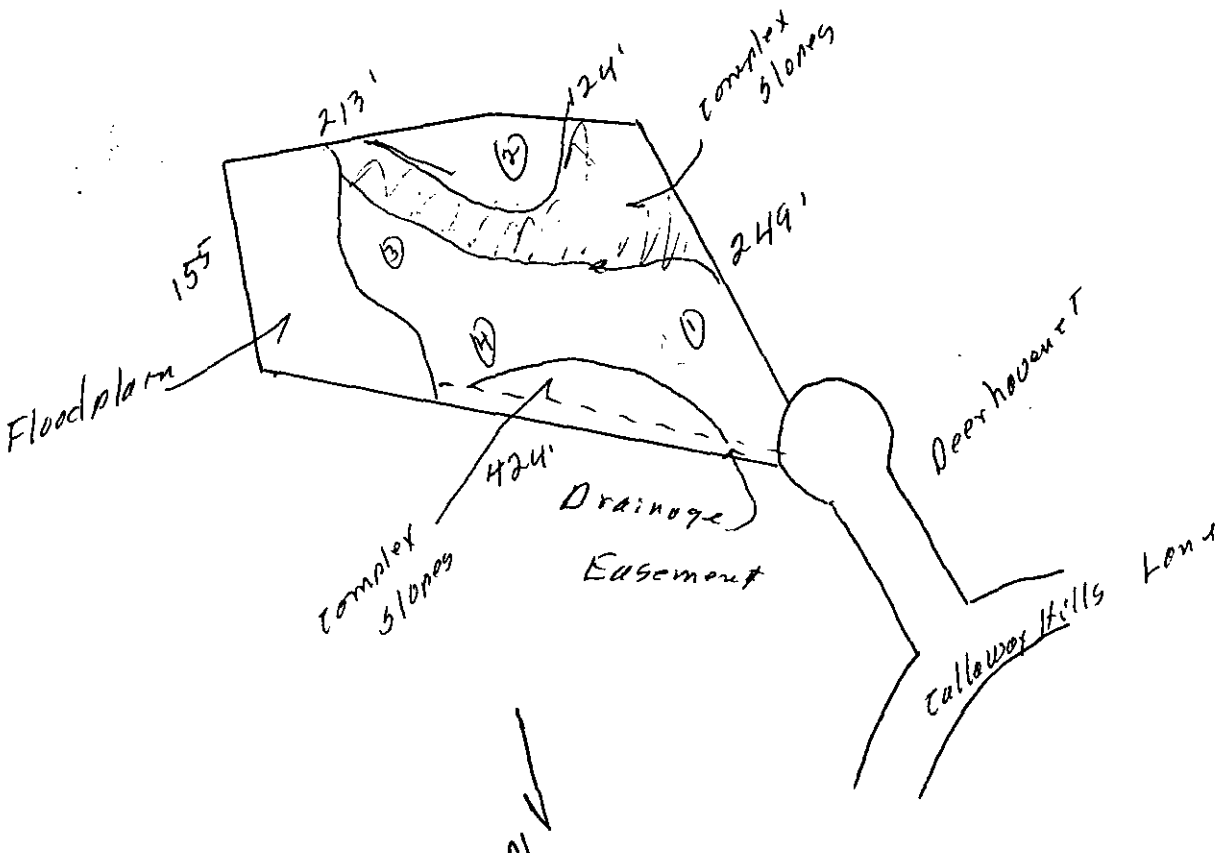
ORIZON DEPTH	In inches below natural soil surface
EPTH OF FILL	In inches from land surface
ESTRICTIVE HORIZON	Thickness and depth from land surface
PROLITE	S(suitable) or U(unsuitable)
OIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designati
LASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

valuation of saprolite shall be by pits.

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

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

757EA



DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

COUNTY: _____

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

(400) #2 7578A

003-061-51

OWNER: Peter S. Jackson APPLICANT: _____ 413
ADDRESS: 16434 Beech Hall Dr, Hendersonville APPLICATION DATE: _____ DATE EVALUATED: _____
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 480gpd PROPERTY SIZE: 1.9
LOCATION OF SITE: 15600 Deerhaven Ct. PROPERTY RECORDED: _____
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 6-20% .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-2"	grlcl	Fr/SExPl/SS/SP	7.5YR 5/8	48"	N/A	None	PS .2159(f2) IV
		2-40"	sBKlc	Fi/SExPl/SP	TO soil wetness				
		40-48"	sBKlcl	Fr/SExPl/SS/SP					
2	LS	0-3"	grlcl	Fr/SExPl/SS/SP	7.5YR 5/8	48"	N/A	None	PS .2159(f2) IV
		3-48"	sBKlc	Fi/SExPl/SP	TO soil wetness				
3	LS	0-7"	grlcl	Fr/SExPl/SS/SP	7.5YR 5/8	48"	N/A	None	PS .2159(f2) IV
		7-48"	sBKlc	Fi/SExPl/SP	TO soil wetness				
4	LS	0-6"	grlcl	Fr/SExPl/SS/SP	7.5YR 5/8	48"	N/A	None	PS .2159(f2) IV
		6-50"	sBKlc		TO soil wetness				

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W.R. Merlin - 3-27-98
OTHER(S) PRESENT: LSS

COMMENTS: 100% Repair

LEGEND

use the following standard abbreviations

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

	MOIST	WET
	VFR (Very Friable)	NS (Non-sticky)
	FR (Friable)	SS (Slightly Sticky)
	FI (Firm)	S (Sticky)
	VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
	EFI (Extremely Firm)	NP (Non-plastic)
		SP (Slightly Plastic)
		P (Plastic)
		VP (Very Plastic)

NOTES

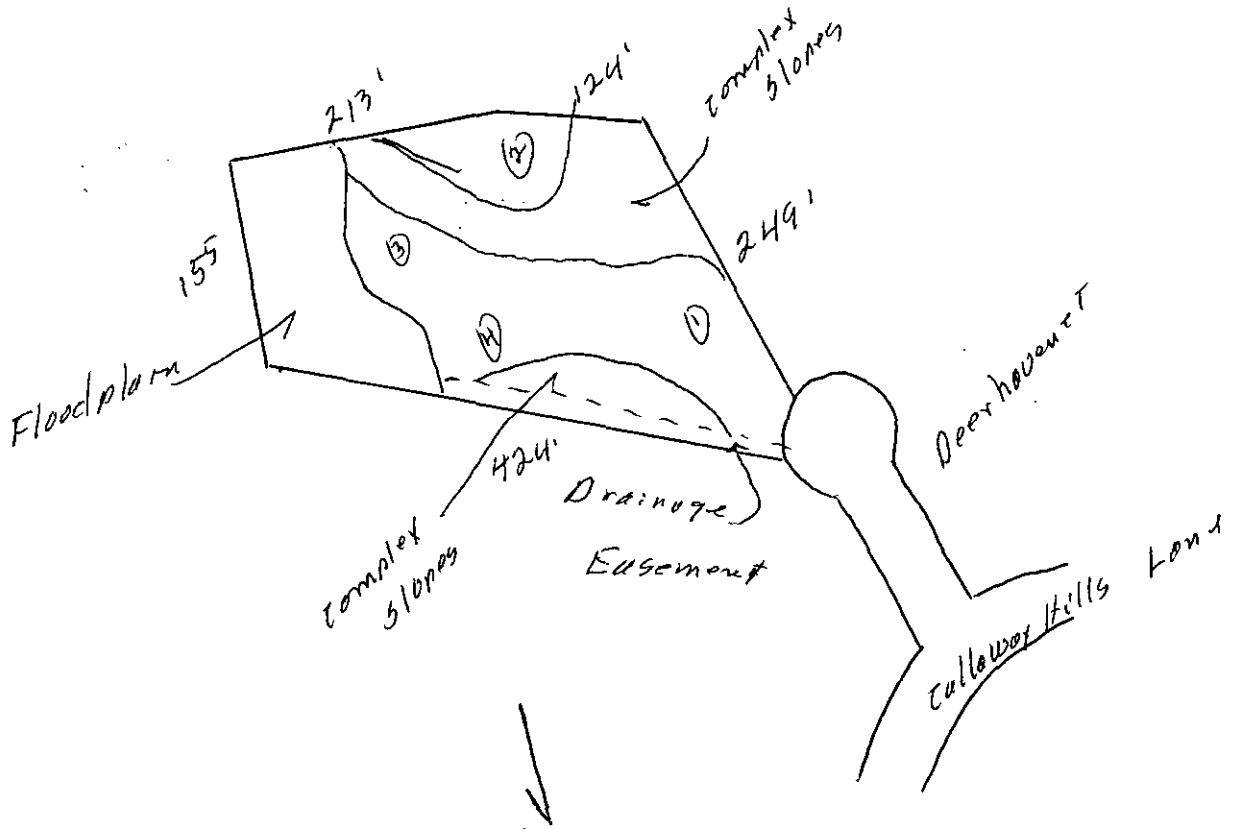
HORIZON DEPTH	In inches below natural soil surface
DEPTH OF FILL	In inches from land surface
RESTRICTIVE HORIZON	Thickness and depth from land surface
SAPROLITE	S(suitable) or U(unsuitable)
SOIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or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

Evaluation of saprolite shall be by pits.

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

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

7576A



FEE: 100 CK# 1312

DATE: 3/5/98 SC

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

~~APPLICATION FOR CONSTRUCTION~~

[ ] CRT

TYPE APPLICATION: [X] NEW SYSTEM [ ] EXPANSION/ ALTERATION OF EXISTING SYSTEM [ ] REPAIR OF EXISTING SYSTEM

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

FILE #: 7578A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 003-081-51

STREET ADDRESS: 15600 DEERHAVEN CT. DAVIDSON NC

SUBDIVISION OR MOBILE HOME PARK NAME: RUNNEMEDE SUBDIVISION

LOT NUMBER: 13

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 3000

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 4

CLOSING DATE APRIL 20, 1998

FOUNDATION FOR RESIDENCE:

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

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: [ ] YES [X] NO TYPE: _____

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:

NAME: LATHAM (LAST) MITCH (FIRST) S (MI)

ADDRESS: 16434 BEECH HILL DR.

CITY: HUNTERSVILLE STATE: NC ZIP: 28078

DAYTIME PHONE: (704) 483 - 2655

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) -

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

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: Mitch Latham DATE: 3-16-98

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

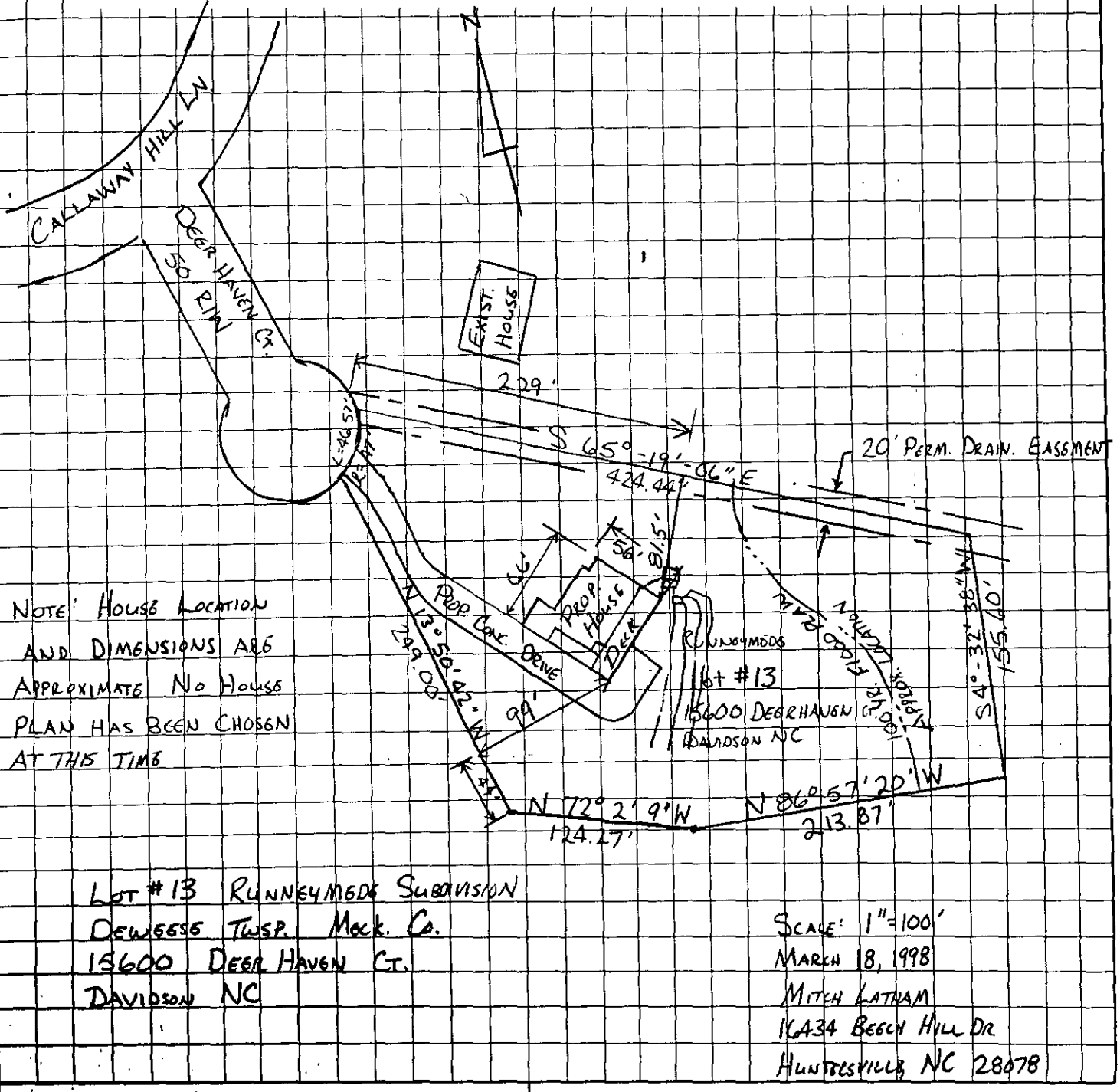
PROPOSED PLOT PLAN

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

FILE: 7578A

TC: 003-081-51

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.



NOTE: HOUSE LOCATION AND DIMENSIONS ARE APPROXIMATE. NO HOUSE PLAN HAS BEEN CHOSEN AT THIS TIME

LOT #13 RUNNEMEDE SUBDIVISION
DEWEESE TWSP. Mck. Co.
15600 DEER HAVEN CT.
DAVIDSON NC

SCALE: 1"=100'
MARCH 18, 1998
MITCH LATHAM
16434 BEECH HILL DR
HUNTERSVILLE NC 28078

Mitchell Latham
OWNER/AGENT SIGNATURE

DATE 3-18-98

APPROVAL DATE _____

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

FEE: 100.00 ck# 1513
DATE: 3/19/98 JC

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

~~Auth. For Growth~~
[ ] CRT

TYPE APPLICATION: X NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

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

FILE #: 7578A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 003-081-51

STREET ADDRESS: 15600 DEERHAVEN CT. DAVIDSON NC

SUBDIVISION OR MOBILE HOME PARK NAME: RUNNEMEDE SUBDIVISION

LOT NUMBER: 13

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: 3000

NUMBER OF BEDROOMS: 4 | NUMBER OF OCCUPANTS: 4

CLOSING DATE APRIL 20, 1998

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: LATHAM (LAST) MITCH (FIRST) S (MI)
ADDRESS: 16434 BEECH HILL DR.
CITY: HUNTERSVILLE STATE: NC ZIP: 28078
DAYTIME PHONE: (704) 483 - 2655

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)
DAYTIME PHONE: ( ) -

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

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: Mitch Latham DATE: 3-16-98

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

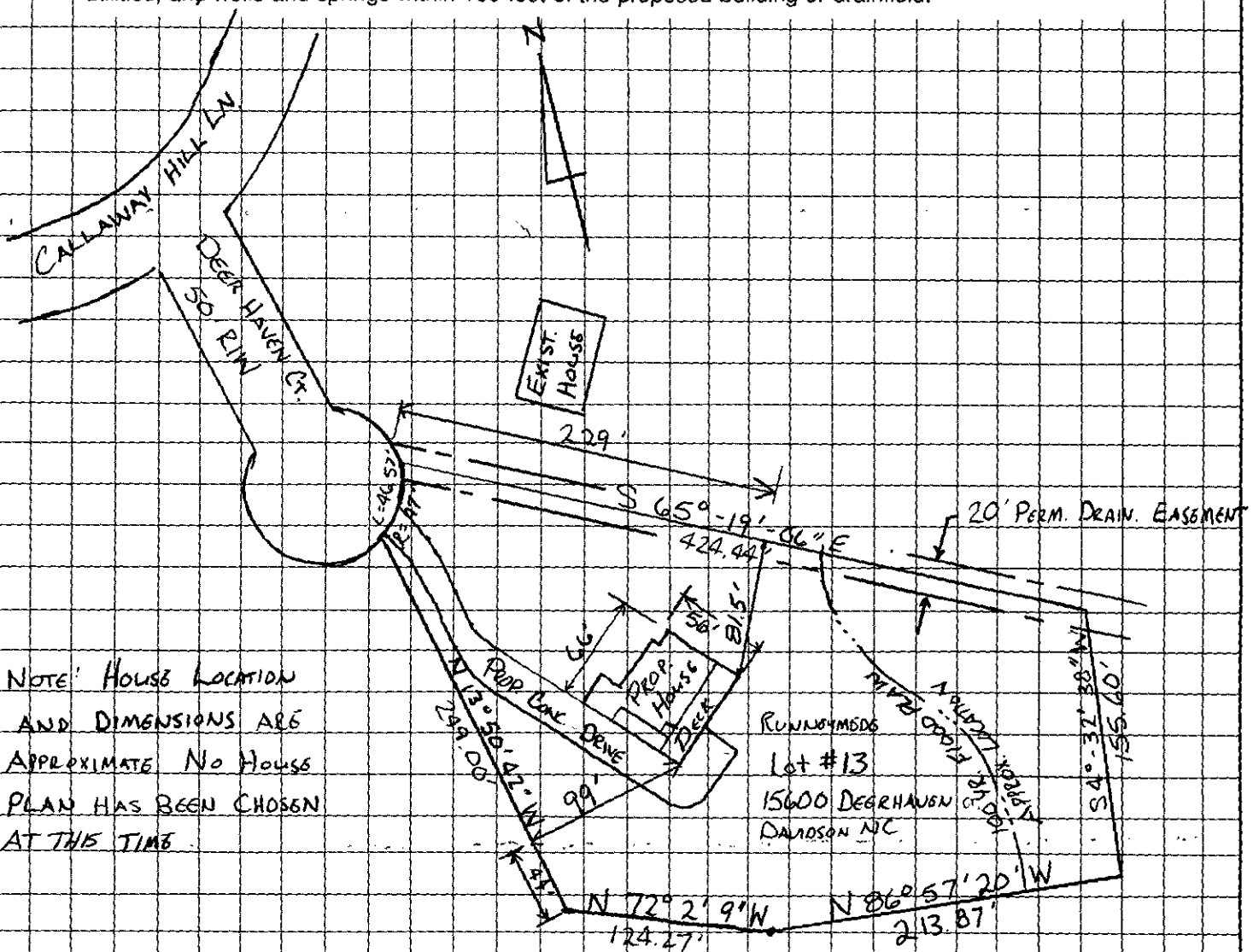
PROPOSED PLOT PLAN

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

FILE: 7578A

TC: 003-081-51

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.



NOTE: HOUSE LOCATION AND DIMENSIONS ARE APPROXIMATE. NO HOUSE PLAN HAS BEEN CHOSEN AT THIS TIME.

LOT #13 RUNNEYMEDE SUBDIVISION
DEWEESE TWSP. Meck. Co.
15600 DEER HAVEN CT.
DAVIDSON NC

SCALE: 1"=100'
MARCH 18, 1998
MITCH LATHAM
16434 BEECH HILL DR
HUNTERSVILLE, NC 28078

Mitchell Latham
OWNER/AGENT SIGNATURE

DATE 3-18-98

APPROVAL DATE _____

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

7578A

OFFER TO PURCHASE AND CONTRACT

Mitchell S. Latham and Tracie B. Latham, as Buyer, hereby offers to purchase and MONICA INVESTMENTS CO., 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 _____, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address: 15600 Deerhaven Court, Davidson, NC Zip 28036
Legal Description: Lot 13 Runnymede
(☐ All ☒ A portion of the property in Deed Reference: Book 6330, Page No. 0239, Mecklenburg, County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owner's association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:

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

4. **PURCHASE PRICE:** The purchase price is $ ~~44,000~~ 44,900 and shall be paid as follows:
(a) $ 1,000, EARNEST MONEY DEPOSIT ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by Abernethy Realty, Inc. as escrow agent, until 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 na.
(c) $ 0, 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) $ 0 mtl TBR, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ ~~43,000~~ 43,900, BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before na, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other na loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other na in the principal amount of $0 for a term of 0 year(s), at an interest rate not to exceed 0 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyers loan closing costs including discount points, those costs are as follows: na. In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other government regulation that would prevent the reasonable use of the real property for Residential purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: $300 owner association fee
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: none

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

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

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

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

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

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

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

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

☒ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) vacant lot

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before na. 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 licenses pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

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

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

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

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before April 30, 1998, at a place designated by Buyer. The deed is to be made to Mitchell S. Latham and wife Tracie B. Latham.

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

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

Subject to buyer obtaining permit for standard gravity fed septic system from Mecklenburg County

Subject to seller providing Architectural Review at no charge to buyer

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 the 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 representation, inducements or other provisions other that those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

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

Buyer Mitchell S Latham (SEAL) Seller _____ (SEAL)

SS/Tax ID# 238 29 6667 SS/Tax ID# _____

Buyer Tracie B. Latham (SEAL) Seller _____ (SEAL)

SS/Tax ID# 237 35 3830 SS/Tax ID# _____

Date: 3-6-98 Date: 3-9-98

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

Date: 03 05 1998 Firm: ABERNETHY REALTY, INC.

By: _____

Selling Agent/Firm/Phone David A. Abernethy/Abernethy Realty, Inc./ 704 732 3356

Listing Agent/Firm/Phone Gary Knox/Northstar Realtors/ 704 892 3321

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

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

Mecklenburg County

Health Department

Betty S. Snow, R.N., M.A.
Health Director

400 ☑

June 2, 1993

Monica Investment
3600 Castellaine Drive
Charlotte, NC 28226

Re: Property located at Callaway Hills Lane (Lot #13)
File: 7578A/
Parcel: 003-081-51

Dear Sir:

At your request, a field investigation was conducted on the property designated above for the purpose of determining site suitability for the installation of a ground absorption sewage disposal system. The results of this investigation showed the property to be classified **UNSUITABLE** for the installation of such a system. A copy of the site evaluation report (Serial No. 19348) is enclosed for your information.

State regulations provide that sites originally classified unsuitable may be utilized for the installation of alternate or modified sewage disposal systems provided the requirements of 15A NCAC 18A .1957 (c) are met. A reprint of this section is enclosed for your information.

Should you desire to file for permission to install an alternate or modified sewage treatment system on the property, please submit an Application for an Improvement Permit with an accurately dimensioned plot plan detailing the location of current and/or proposed buildings, wells and sewage disposal systems to this office. They will be reviewed, and if it is determined that the proposed system may reasonably be expected to function satisfactorily, an Improvement Permit will be issued by the Department upon completion by you, of a formal request for lot reclassification.

If you need any assistance, please feel free to call Mr. Bill Marlin at 336-5574.

Sincerely,

Kelly Randall

Kelly Randall, R.S.,Soil Scientist
Individual Water & Wastewater Systems

KR/lw
Enclosure (2)

TO BE
ENTERED IN
COMPUTER

MECKLENBURG COUNTY HEALTH DEPARTMENT
SITE EVALUATION REPORT
SERIAL NUMBER 19348

File: 75784 Action 2

Parcel: 003 - 081 - 51 ~~APC~~

Location: Calloway Hills Lane

Subdivision: Runneymeade

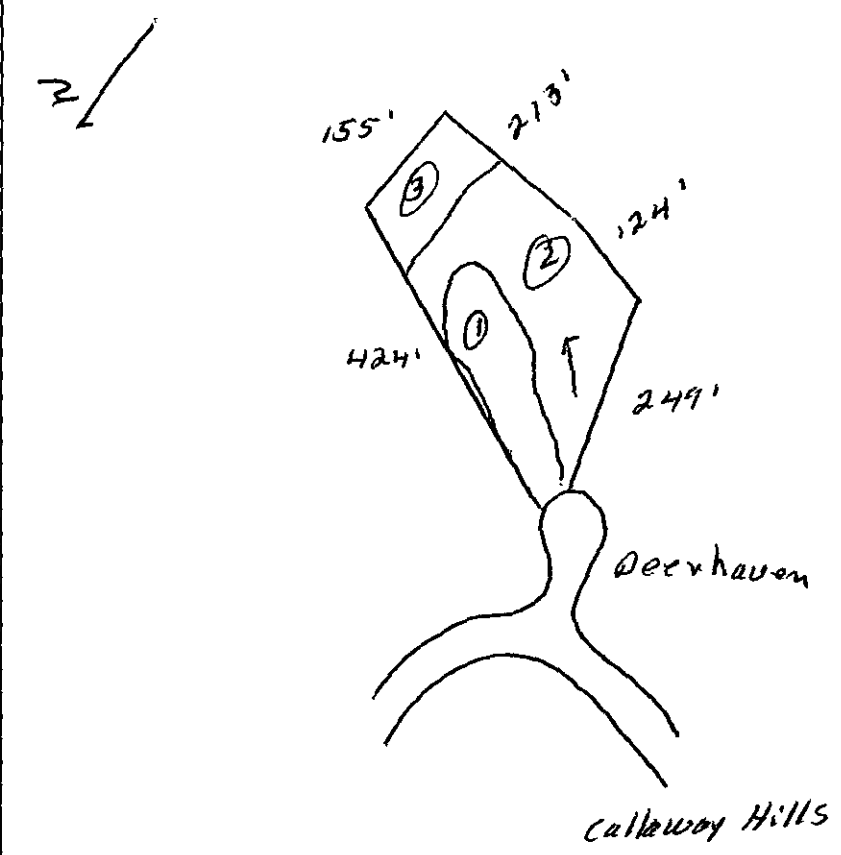
Lot: 13 Block: 1 Acres: 1.91

Owner: Monica Development
Address: 3600 Castellaine Dr.
Charlotte, N.C. 28276

Comments: 100% Repair, .3gal/ft²/day LTAR

Described by: William A. Meade

Date: 5-26-93



*** EVALUATION KEY ***

S = Suitable U = Unsuitable
PS = Provisionally Suitable
The "Area Classification" below indicates the suitability of areas in the diagram.

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	(S) PS U 6-15%	S PS (U) Complex Slopes	S PS (U) Drainageway/ Depression	S PS U	S PS U	S PS U
Texture	(S) PS U Slightly Expansive clay	S PS U —	S PS U —	S PS U	S PS U	S PS U
Structure	S (PS) U Sub & Blocky	S PS U	S PS U	S PS U	S PS U	S PS U
Drainage	(S) PS U 7-46" to water	S PS U —	S PS U	S PS U	S PS U	S PS U
Depth	(S) PS U 7-46"	S PS U	S PS U	S PS U	S PS U	S PS U
Restrictive Horizons	(S) PS U 7-46"	S PS U	S PS U	S PS U	S PS U	S PS U
Available Space	S PS (U) Restricted	S PS U —	S PS U —	S PS U	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Soil Group/Series	IIe Cecil-Lilo	Complex Slopes	Drainageway/ Depression			
Area Classification	S PS (U)	S PS (U)	S PS (U)	S PS U	S PS U	S PS U

MECKLENBURG COUNTY HEALTH DEPARTMENT
SITE EVALUATION REPORT
SERIAL NUMBER 19348

File: Action

Parcel: PC

Location:

Subdivision:

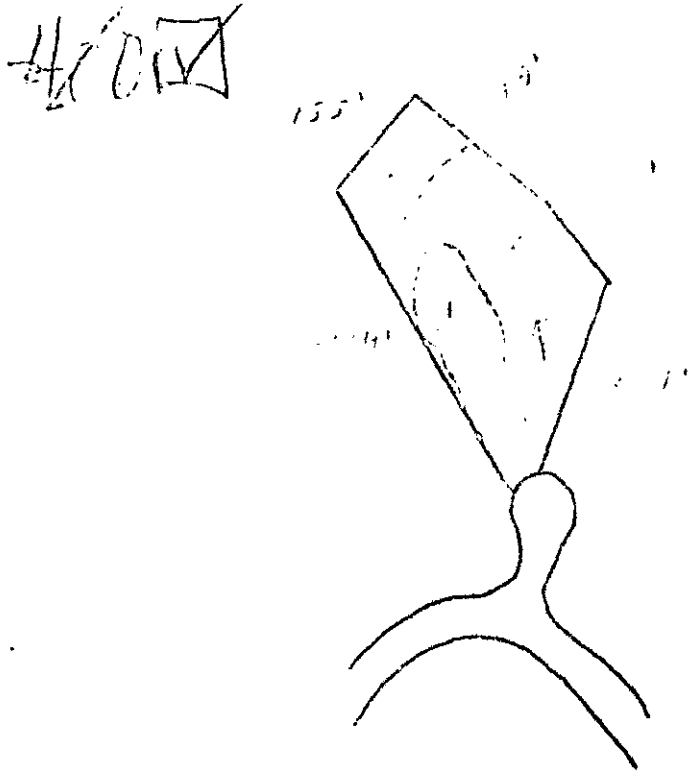
Lot: Block: Acres:

Owner:
Address:

Comments: _____

Described by: _____

Date: _____



***** EVALUATION KEY *****

S = Suitable U = Unsuitable
PS = Provisionally Suitable
The "Area Classification" below indicates the suitability of areas in the diagram.

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Texture	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Structure	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Drainage	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Depth	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Restrictive Horizons	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Available Space	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Soil Group/Series						
Area Classification	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U

APPLICATION FOR SOIL INVESTIGATION

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: _____

TC: PO 003-08402

☐ PC ☐ REPT

JOB LOCATION

① ADDRESS: SHEARER ROAD

② SUBDIVISION: DAVIDSON HUNT CLUB ③ LOT: 13 ④ BLOCK: _____

⑤ PARCEL REFERENCE: BOOK NO.: _____ PAGE NO.: _____ PARCEL NO.: _____

⑥ DEED REFERENCE: BOOK NO.: 5975 - 957 PAGE NO.: _____

OWNER

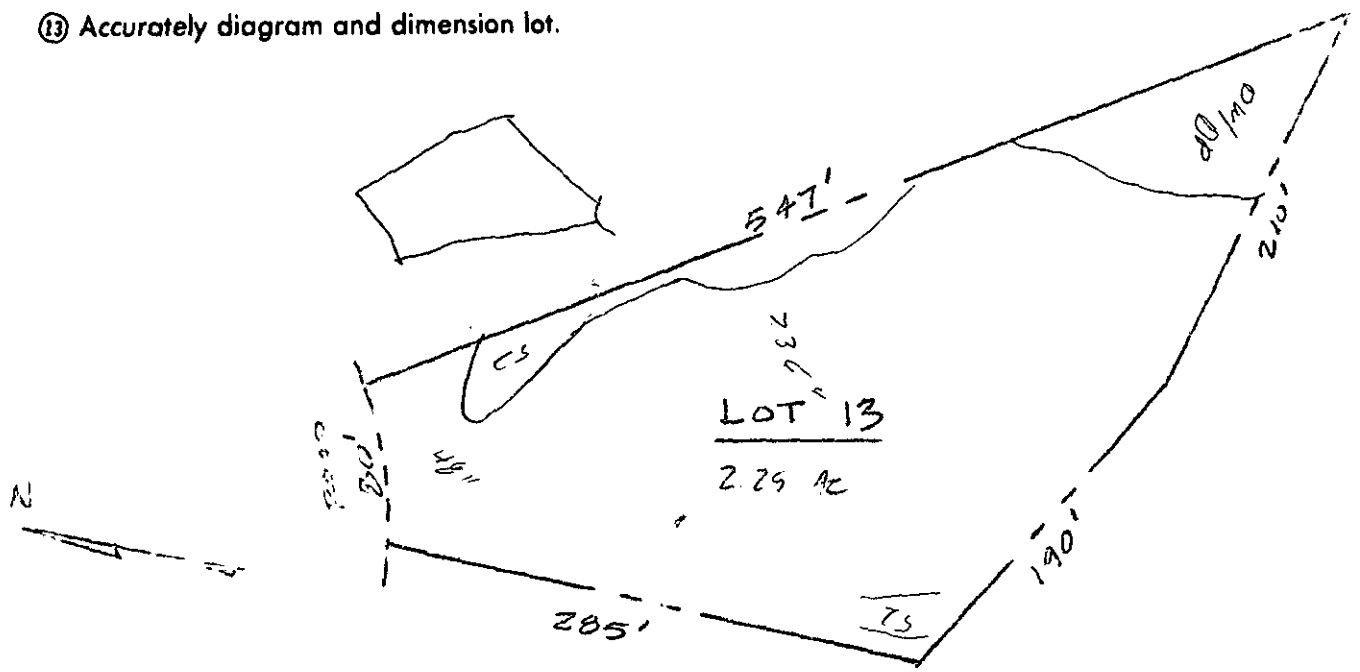
⑦ NAME: MICHELLE TEXTILE CORP.
(FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 301 S. McDOWELL ST.

⑨ CITY: CHARLOTTE ⑩ STATE: N.C. ⑪ ZIP: 28204

⑫ PHONE: (WORK) 392-0683 (HOME) _____

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, 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: _____

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

Date: _____

WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER'S COPY

APPLICATION FOR SOIL INVESTIGATION

7/26/91

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 75-78A

TC: PO 003-08402

☑ PC ☐ REPT

OH 6092
$125.00
RD

JOB LOCATION

① ADDRESS: SHEARER ROAD

② SUBDIVISION: DAVIDSON HUNT CLUB ③ LOT: 13 ④ BLOCK: _____

⑤ PARCEL REFERENCE: BOOK NO.: _____ PAGE NO.: _____ PARCEL NO.: _____

⑥ DEED REFERENCE: BOOK NO.: 5975-957 PAGE NO.: _____

OWNER

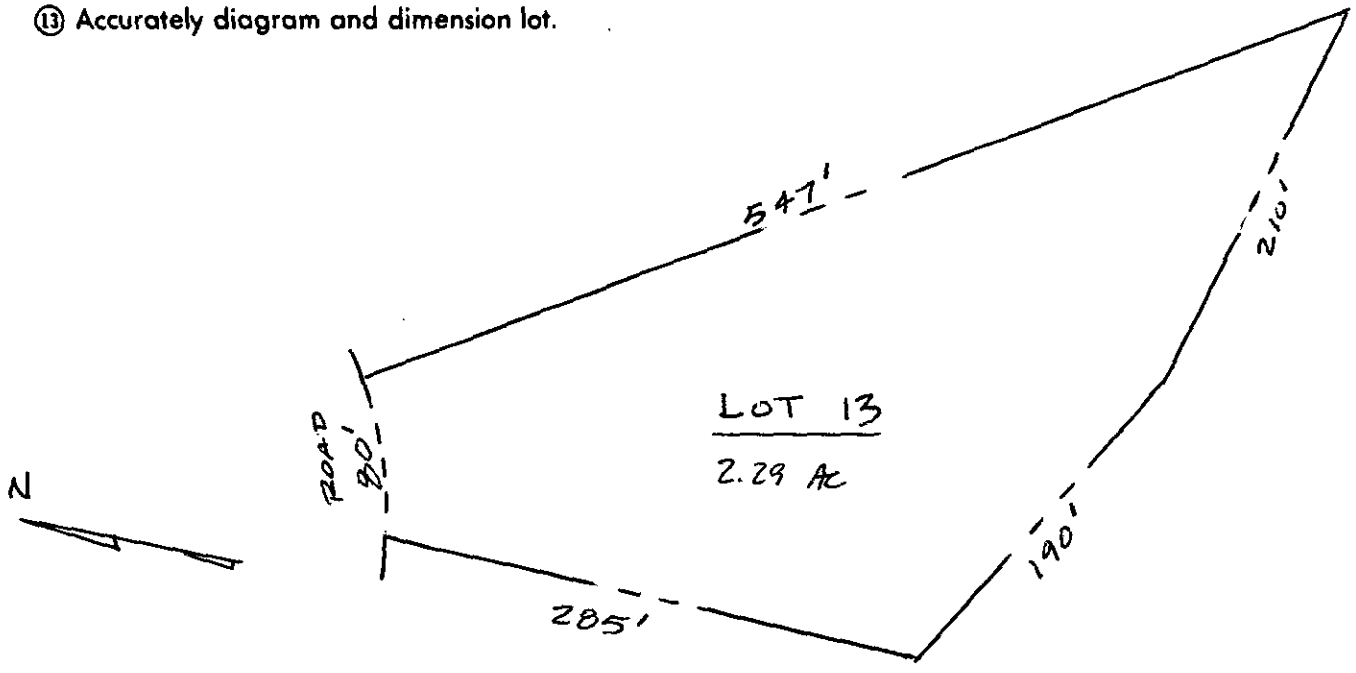
⑦ NAME: MICHELLE TEXTILE CORP.
(FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 301 S. McDOWELL ST.

⑨ CITY: CHARLOTTE ⑩ STATE: N.C. ⑪ ZIP: 28202

⑫ PHONE: (WORK) 892-6683 (HOME) _____

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, 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: _____

Date: _____

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

WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER'S COPY

APPLICATION FOR SOIL INVESTIGATION

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 75758A

TC: PO 003-08102

☐ PC ☐ REPT

JOB LOCATION

① ADDRESS: SHEARER ROAD

② SUBDIVISION: DAVIDSON HUNT CLUB ③ LOT: 13 ④ BLOCK: _____

⑤ PARCEL REFERENCE: BOOK NO.: _____ PAGE NO.: _____ PARCEL NO.: _____

⑥ DEED REFERENCE: BOOK NO.: 5975 - 457 PAGE NO.: _____

OWNER

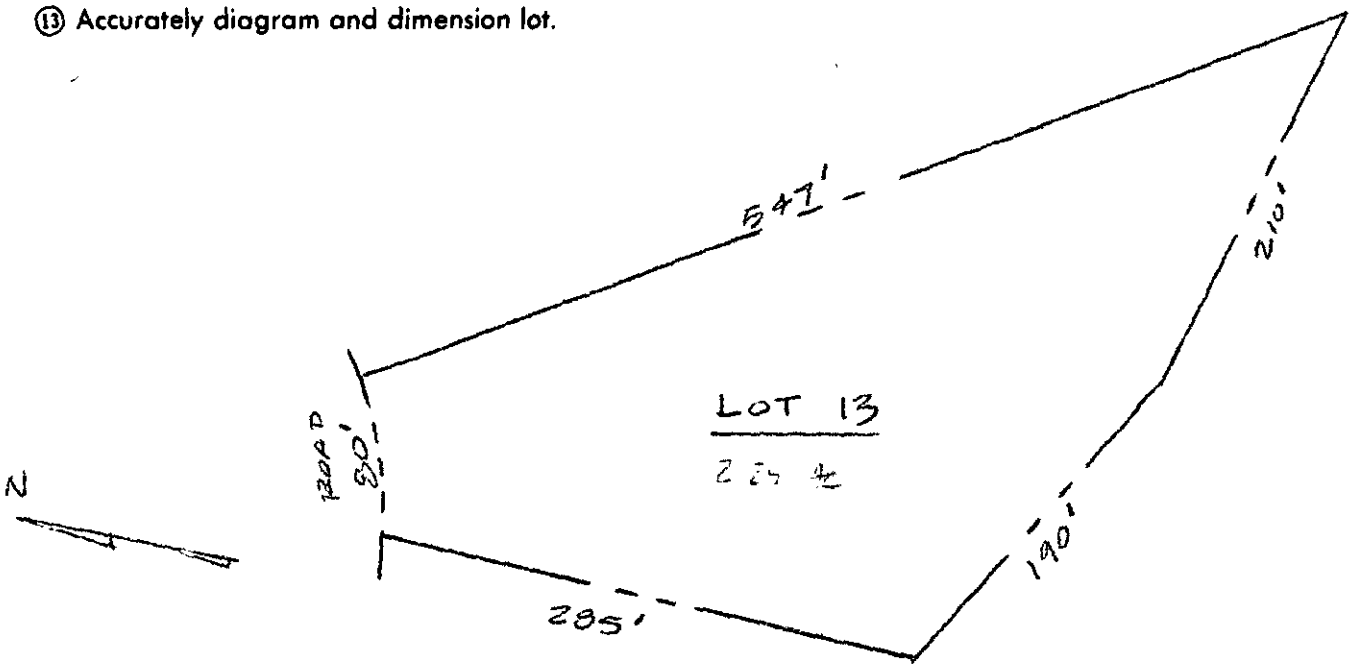
⑦ NAME: MICHELLE TEXTILE CORP.
(FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 301 S. McDOWELL ST.

⑨ CITY: CHARLOTTE ⑩ STATE: N.C. ⑪ ZIP: 28202

⑫ PHONE: (WORK) 892-6683 (HOME) _____

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, 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: _____

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

Date: _____

WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER'S COPY