

10920 MONROE RD

21301214

1/4/2008

duponbj

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 40013 DATE: 05-16-2000

TC: 213-012-1420 ☐ L ☒ CRT

SERIAL Nº 18327

Name of Owner Monroe Associates Juris.:

Address of Property 10920 Monroe Rd.

Inspection Data:

Tank Material PCC

Total Length of Drainfield 110'

Number of Lines 2 @ 55'

Cover Depth 12-24"

Water Supply Source CMUD

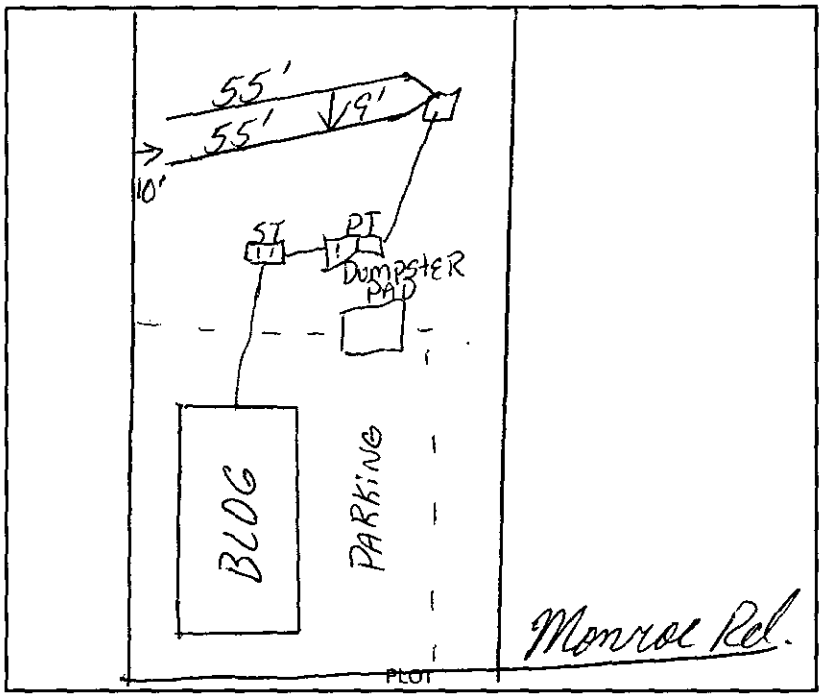
Distance to Water Source 7100'

Excavation Inspected 05-16-2000

Tank(s) Inspected 05-16-2000

Wash Line Inspected N/A

High Water Alarm Inspected 05-16-200



Design 1500 ST, 1000 DT, PT, 330SFT 126 PS CTR# Autry

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 I5A 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 I5A 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 4 employee bicycle shop.

Joshua R. Sellers R. S.
Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

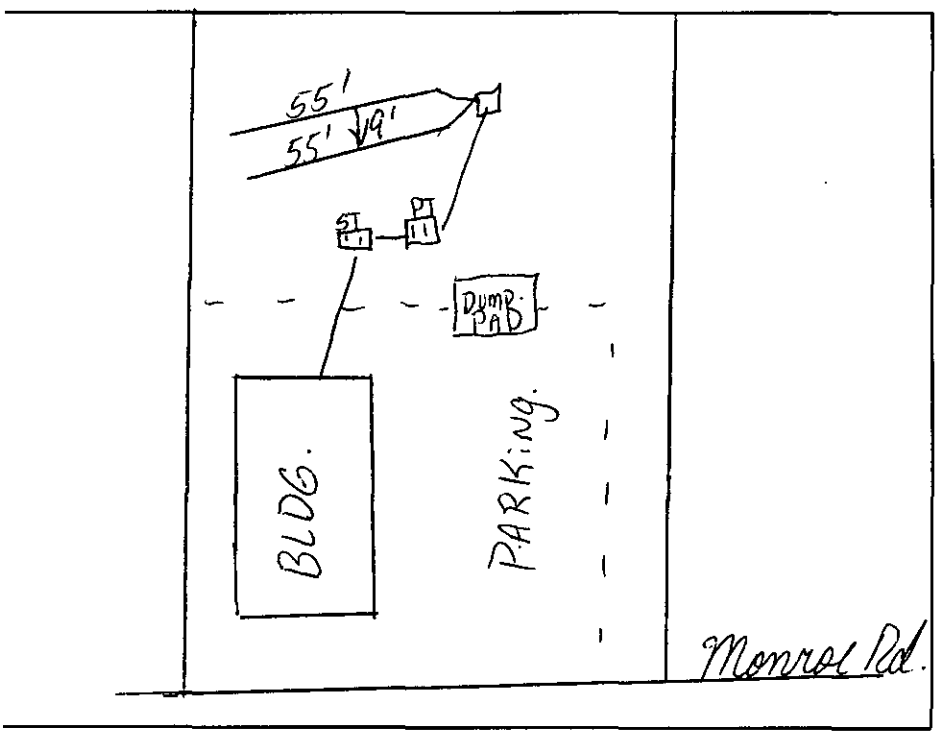
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4000 B DATE: 05-15-2000

TC: 213-012-14 P.O. ☐ L

SERIAL Nº 18412 X

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 06-23-99. All work shall be completed on or before 06-15-2000, 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 1000 gallons

Tank Construction PCC

Trench Depth 36"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous yes

Total Line Length 110' feet

Number of Lines 2 @ 55'

Depth of Stone 12" inches

Distance from House >5' feet

Distance from Property Line >10' feet

Distance from Well >100' feet
MUNIC.

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

NAME OF OWNER Monroe Associates

LOCATION OF PROPERTY Monroe Rd.

Comments: Type III B System designed for 4 employee bicycle shop. Type III B repair area.

Joshua R. Sellers R.S.
Environmental Health Specialist

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

FEE: _____ AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION AC
DATE: _____ VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

DATE: 08-02-99 PERMIT NO: 4000B

PARCEL NO: 213-012-14PO

JOB LOCATION ADDRESS: Monroe Rd.

PROPERTY OWNER: Matthews Associates c/o

BUILDING CONTRACTOR: Lanier Van Sickle

SUBDIVISION NAME: N/A

AUTHORIZATION ISSUED BY: Joshua R. Sillers R.S. DATE: 08-02-99

DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 4000B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

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

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

4. OTHER CONDITIONS: _____

OWNER CERTIFICATION

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

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: 4000B

Tax Number: 213-012-14 PO.

- 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	100 Max gallons/day wastewater flow	333' Absorption Area (sq ft)	9' Trench spacing (min. on centers)
N Serviced by private well	1500 Gallon septic tank	110' Total trench length (ft)	36" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
NA ~~Bedrooms in residence~~ 4 Employees	N/A Gallon pump tank	12" Depth of stone	

Any surface waters present: NO. Type: Minimum separation distance:

Site modifications required: Surface drain to be installed to direct surface H2O

Additional Conditions:

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

333' Absorption Area (Sq ft) 110' Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	36" 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.

Joshua R. Sellers R.S. 08-02-99

DEHNR Authorized Agent Date

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

IWWS-100195

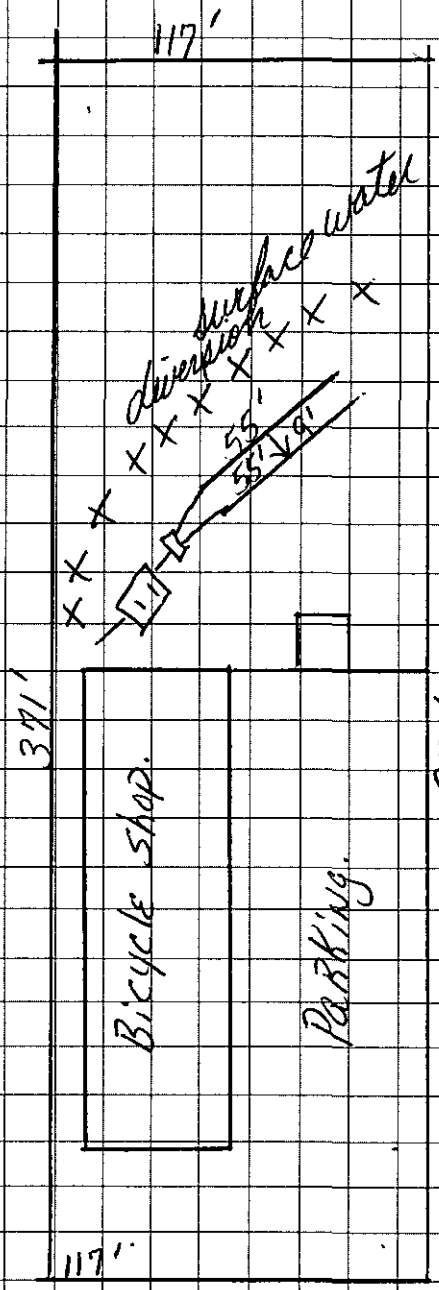
PROPOSED PLOT PLAN

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

FILE: 4000B

TC: 213-012-14PO.

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.



① Scale = 1" = 60'

② System designed for 4 employee bicycle shop.
1500 SF 330 SFT
2 lines @ 55'

③ Trenches shall be installed no > 36"

④ If tank is > than 6" below finished grade access riser will be needed over effluent and tank so effluent filter can be cleaned.

⑤ Stay >10' off all property lines and >5' off the foundations

⑥ If other well will be a well, stay 100' away from proposed site.

⑦ Surface drain needed to divert surface water from system

APPROVAL DATE 08-02-99

OWNER/AGENT SIGNATURE

DATE

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

MECKLENBURG COUNTY HEALTH DEPARTMENT
Environmental Health Fees

Requestor (please print): LANIER VAN SICKLE CONSTRUCTION Phone #: Date Requested: 6.28.00 Date Filled:

Account Name: Cash Charge Account No.: CHK#0219

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

Signature: Printed Name: Date:

T.C.	Qty	Description	Unit Cost	Total Cost
0701		Improvement Permit Application - Residential	$ 200.00	
0735		Improvement Permit Application - Commercial	$ 400.00	
0702		Optional Site Evaluations	$ 100.00	
0703	1	Installation and Final Approval	$ 150.00	150
0704		Change in Plot Plan	$ 100.00	
0705		MH Exc/Add/Repl without System Modification	$ 100.00	
0706		MH Exc/Add/Repl with System Modification	$ 300.00	
0707		Site Consultation Visit	$ 100.00	
0734	1	Authorization for Wastewater System Construction	$ 150.00	150
0708		Realty Closing - Conventional	$ 85.00	
0709		Realty Closing - FHA with water	$ 135.00	
0710		Additional Trips	$ 65.00	
0711		Well Water Analysis-Bacteriological with regular parameters	$ 50.00	
0712		Well Water Analysis -Nitrates and Nitrites	$ 15.00	
0714		Well Water Analysis - Organic Analysis	$ 200.00	
0715		Admin. Fee - Field Activity Letter	$ 25.00	
0718		Residential Pool Permit	$ 50.00	
0719		Public Pool Permit - operating	$ 240.00	
0720		Seasonal Pool Permit - operating	$ 120.00	
0736		Pool Late Fee	$ 120.00	
0733		Permit to Construct a Public Pool	$ 200.00	
0721		Home Day Care Evaluation and Permit	$ 70.00	
0722		Home Day Care Evaluation and Annual Fee	$ 40.00	
0723		Eval and Report Non-Permit Facility	$ 50.00	
0724		Private Pool Testing	$ 15.00	
0731		Garbage Hauler Permit - (1-9 vehicles)	$ 30.00	
0736		Garbage Hauler Permit - (each over 9)	$ 20.00	
0725		Document Copies	$ 0.05	
735	1	add'l fee not collected mysally	300	300

Payment received by: Date: Total: 600

10920 Monroe Rd
File # 4000B

4/2000

White-AUDIT Canary-CUSTOMER Pink-DIVISION

7/1/99

Individual Water & Wastewater Systems:	
Improvement Permit application (residential) (includes soil eval. for 1 acre)	200.00
Improvement Permit application (commercial)	400.00 *
Authorization for Wastewater Construction	150.00 *
Installation and Final Approval	150.00 *
Change in plot plan	100.00
Optional Site Evaluation	100.00
Extra Trip Fee	100.00
Mobile Home Exchange, Home Addition, Replacement of Mobile Home with New Home Construction with system Mod. (Improvement Permit, Installation, Final Approval)	300.00
Mobile Home Exchange, Home Addition, Replacement of Mobile Home with New Home Construction without system Mod.	100.00
Really Closing:	
Evaluation of Well and/or Septic System with sample collection (charge covers 1 extra visit for resample, misc.)	85.00
Additional trips (3rd or sample)	65.00
Maintenance Inspections:	
Maintenance Inspection to Homeowners with a Type IIIb Septic System (once every 5 years)	85.00
County Septic Contractors and/or Certified Operators annual registration fee	50.00
Certified Operators annual fee per septic system contract	30.00
Well Water Analysis:	
Bacteriological - other req. parameters	50.00
Nitrates, nitrites	15.00
Organic Analysis (includes organic compounds, organophosphates, and petroleum prod)	200.00
2nd well on property sampled	15.00
Admin.fee for field activity letter	25.00
Document copies (per page)- copies	.05
Document copies (per page) - microfilm	.03
Residential Pool Plan Review	50.00

* > Total $700
-100
$600.00 owed.

$100.00 pd.
CK. #6819
on 06-23-99.

CHARLOTTE-MECKLENBURG BUILDING STANDARDS
COMMERCIAL PERMIT

ADDR ADDR: 10920 MONROE RD MATT JOB: A001 PERMIT: B0897597
PARCEL: 21301214 DATE: 02/17/00 JOB: NEW CONST/BICYCLES EAST MASTER: B0897597
PROJECT: BICYCLES EAST PHASE: SEC: PROJECT: 970684
OWNER: UNKNOWN ADDR:
CITY/ST: PHONE:

SITE LOT/BLK: / ZONING: JURIS: MAP#: HOUSING: NO
ST R/W: PUBLIC: NO CENSUS: 5803 O&D ZONE: 312 FIRE DIST: NO
SPECIAL: FLD PLN: NO FLD ELEV:
#UNITS: WATER: SEWER:
LAND AREA: LOT: FRT ST:
MIN SETBACKS FRONT: 40 LEFT: 10 RIGHT: 10 REAR: 20 REQ PARKING: 17

PROJ USDC: 437 OCC TYPE: M FEE CODE: CONSTR TYPE: 4 #H/C UNITS:
HTD AREA: 5400 UNHTD AREA: DECK: #STORIES: BASEMENT: NO
#ROOMS: #BEDROOMS: #BATHS: SPKLR SYS: NO #UNITS:
ATT CARPORT: NO ATT GARAGE: NO MASONRY FR: NO PROJ COST: 170000
MBL HOME YR/MAKE: SERIAL#:

ELEC TOTAL AMPS: 200 #CIRCUITS: 42 UTILITY CO: DUKE CHARLOTTE
#CONNECTIONS 120 V: > 120 V: TYPE OF WORK:

MECH #GAS CONNECTIONS: #APPLIANCES: UTILITY CO:
TYPE OF WORK:
HEATING/COOLING:

PLBG #FIXTURES: #APPLIANCES: WORK:

CONT BLDG: VAN SICKLE WILLIAM LIC: B 0000036333 U B PERMIT: B0897597
ADDR: 2328 BAIN FARM RD CITY/ST: MINT HILL NC 28227
PHONE#: 704-847-7931
ELEC: TEAM ELECTRICAL & MECH INC LIC: E 0000012259 E U PERMIT: E0897598
ADDR: P O BOX 460 CITY/ST: WINGATE NC 28174
PHONE#: 704-233-5200
MECH: ACTION MECH CONT PERMIT: M0897599
ADDR: PO BOX 36428 CITY/ST: CHARLOTTE NC 28236
LIC: M 0000009985 1 H1
PHONE#: 704-376-8292
PLBG: F & M PLBG AND MECH CO INC LIC: M 0000000001 1 PERMIT: P0897600
ADDR: 241 LINVILLE DR CITY/ST: MATTHEWS NC 28105
PHONE#: 704-841-2552
ARCH/ENG: LIC: PHONE#:
ADDR: CITY/ST:

COST BLDG: 120000 ELEC: 18000 MECH: 20000 PLBG: 12000 TOTAL: 170000
PLANS: YES INSP READY: NO
REMARKS:

PERMIT MAILED: NO CHECK NUMBER: HOMEOWNR RC FEE:
VALIDATION DATE: 02/17/00 BY: VRR CHARGE ACCT#: B85060 DOUBLE FEE: NO
FIRE DMG FEE: FSTRK FEE: ADJUSTMENT: TOTAL FEE: 1086.31

THIS PERMIT WILL EXPIRE IF WORK EITHER HAS NOT STARTED WITHIN 6 MONTHS OR IS DISCONTINUED FOR A PERIOD OF 12 MONTHS. NO REFUNDS WILL BE GIVEN AFTER EXPIRATION.

P O BOX 31097 700 N TRYON ST CHARLOTTE, NC 28231-1097 704-336-3830

213-012-14

10920 Monroe Rd

Project

970684

4000

Bicycle Expo

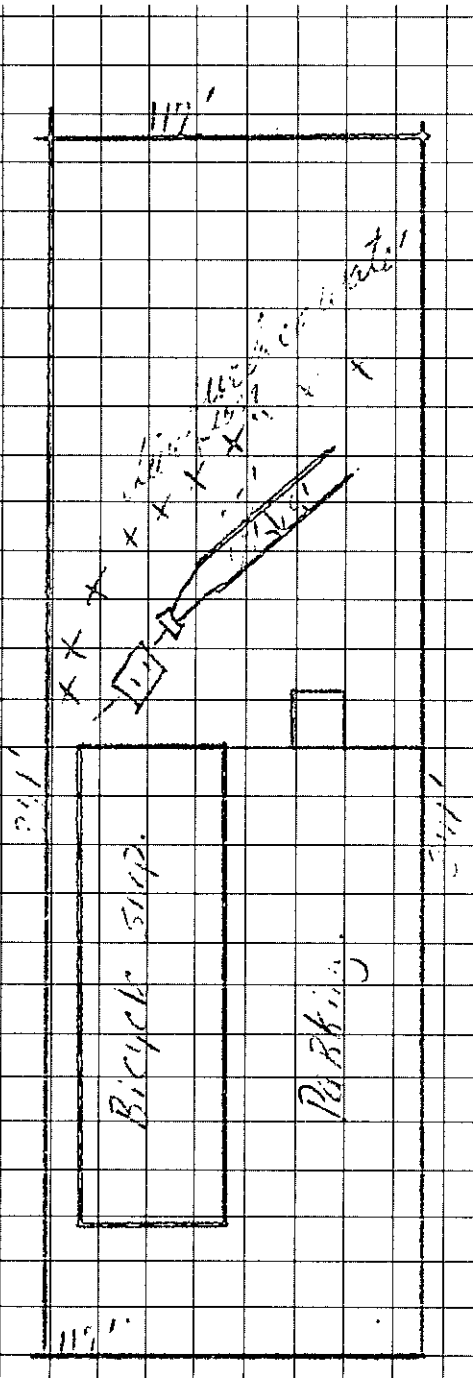
PROPOSED PLOT PLAN

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

FILE: 4600B

TC: 213-112-1112 C.

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.



(1) Scale = 1" = 60'

(2) System ...
...
1500 GT 330 SFT
2 Bdrm @ 55%

(3) ...

(4) ...

(5) ...

(6) ...

(7) ...

APPROVAL DATE 02-02-17

OWNER/AGENT SIGNATURE

DATE

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

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

#1 AC3

Sheet: _____
Property ID: PO 213-012-14
Lot #: _____
File #: 4000 B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Matthews Assoc. APPLICANT: _____
ADDRESS: 800 Museum Dr., Charlotte DATE EVALUATED: 7-14-99
PROPOSED FACILITY: relocate Dunkin PROPOSED DESIGN FLOW (.1949) 100gpd / PROPERTY SIZE: 2
LOCATION OF SITE: _____ PROPERTY RECORDED: _____

WATER SUPPLY: ☐Private ☐Public ☐Well ☐Spring ☐Other _____
EVALUATION METHOD: ☐Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☐Sewage ☐Industrial Process ☐Mixed

PROFILE #	Slopes 5-10% .1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS	0-6"	gr|c|	Fr|SEXP|SS|SP	7.5 48" TO 10YR 5/1 wetness	48"	N/A	None	PS .39|P2 IV
		6-48"	SBK|C	F:|SEXP|S|P					
2	LS	0-7"	gr|c|	Fr|SEXP|SS|SP	7.5 46" TO 10YR 5/1 wetness	46"	N/A	None	PS .39|P2 IV
		7-41"	SBK|C	F:|SEXP|S|P					
		41-46"	SBK|SCl	Fr|SEXP|SS|SP					
3	LS	0-6"	gr|c|	Fr|SEXP|SS|SP	7.5 48" TO 10YR 5/1 wetness	48"	N/A	None	PS .39|P2 IV
		6-48"	SBK ABK #| SL	F:|SEXP|S|P					
4	LS	0-6"	gr|c|	Fr|SEXP|SS|SP	7.5 48" TO 10YR 5/1 wetness	48"	N/A	None	PS .39|P2 IV
		6-48"	SBK|L	F:|SEXP|S|P					
5	LS	0-5"	gr|c|	Fr|SEXP|SS|SP	7.5 41" TO 10YR 5/1 wetness	41"	N/A	None	PS .39|P2 IV
		5-38"	SBK|L	F:|SEXP|S|P					
		38-41"	SBK|SCl	Fr|SEXP|SS|SP					

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Provisionally suitable
EVALUATED BY: W.A. Martin LSS 7-15-99
OTHER(S) PRESENT: _____

FILE # 4000B

COMMENTS 100% Repair

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR
R-RIDGE	I	S-SAND	1.2-0.8
S-SHOULDER SLOPE		LS-LOAMY SAND	
L-LINEAR SLOPE			
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6
N-NOSE SLOPE		L-LOAM	
H-HEAD SLOPE			
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM	
T-TERRACE		CL-CLAY LOAM	
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM	
	IV	SC-SANDY CLAY	0.4-0.1
		SIC-SILTY CLAY	
		O-ORGANIC	

CONSISTENCE	
MOIST	WET
VFR-VERY FRIABLE	NS-NON-STICKY
FR-FRIABLE	SS-SLIGHTLYSTICKY
FI-FIRM	S-STICKY
VFI-VERY FIRM	VS-VERY STICKY
EFI-EXTREMELY FIRM	NP-NON-PLASTIC
	SP-SLIGHTLYSTICKY
	P-PLASTIC
	VP-VERY PLASTIC

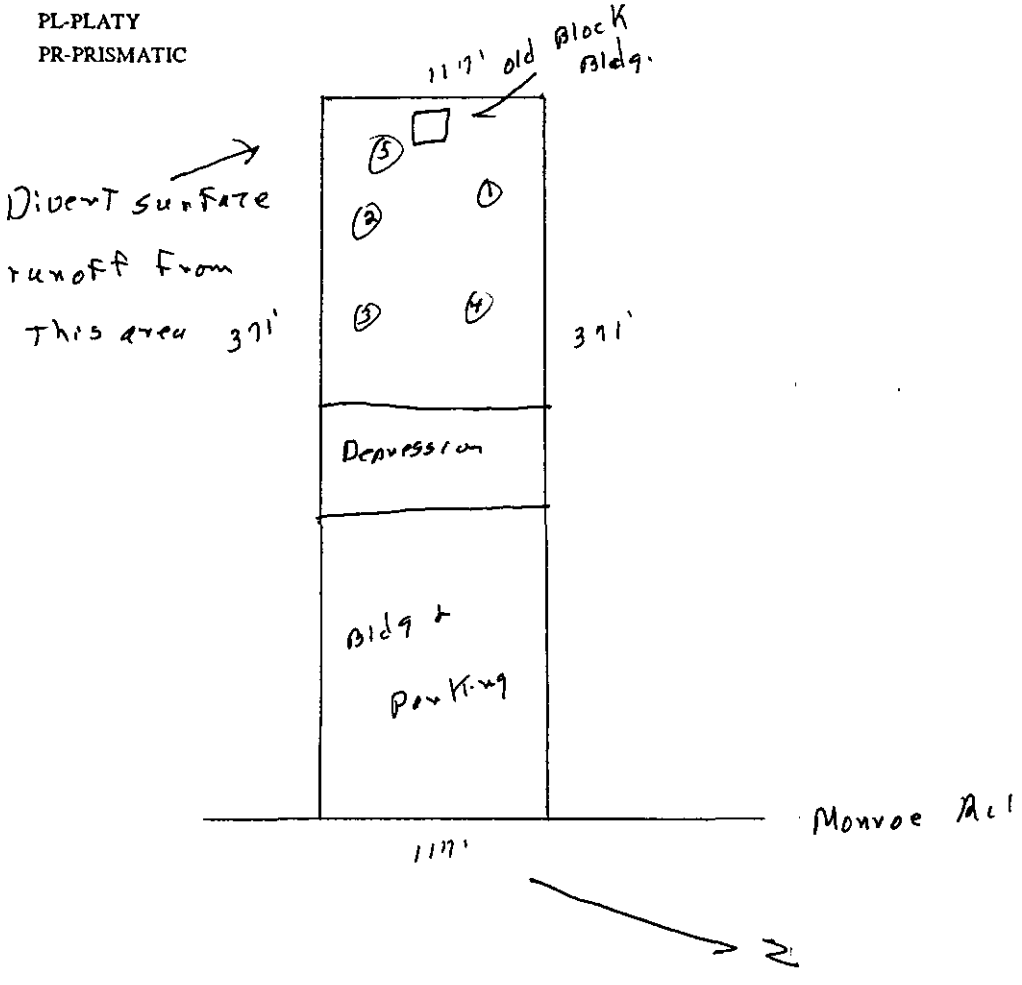
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



FEE: 200.00 ck# 6815

DATE: 6/23/99 gc

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR IMPROVEMENT PERMIT FOR COMMERCIAL/INDUSTRIAL SITE

| | CRT

TYPE APPLICATION: X NEW SYSTEM ___ EXPANSION 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 #: 4000B

PROJECT TRACKING #:

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 213-012-14 pd

X COMMERICAL ___ INDUSTRIAL

STREET ADDRESS: Monroe rd

DESCRIBE TYPE OF BUSINESS:

6000
Square Footage of Facility:

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

NUMBER OF EMPLOYEES: 4 PER SHIFT: 8-9 hrs. total daily

HOW WILL WATER BE USED IN THE FACILITY:

X TOILETS/URINALS
X HANDSINK
___ SHOWERS
___ FLOOR DRAINS

OTHER, PLEASE DESCRIBE:

An IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change.

TYPE OF WASTEWATER:

X SEWAGE
___ INDUSTRIAL PROCESS WASTE WATER

IF EXPANSION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED ADDITION:

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	WELL SPRINGS OR WATERLINES	___ YES ✓ NO
EXISTING WASTE WATER SYSTEMS	___ YES ✓ NO	DESIGNATED WETLANDS	___ YES ✓ NO
EASEMENTS OR RIGHT-OF-WAYS	___ YES ✓ NO		

BUILDING PLANS TO INCLUDE ALL PLUMBING, FLOOR DRAINS AND ALL SOURCES OF WASTEWATER DISCHARGE AND GRADING PLANS MAY BE REQUIRED DURING THE EVALUATION STAGE.

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: Matthews Associates (LAST) (FIRST) (MI)	NAME: Castano John M (LAST) (FIRST) (MI)
ADDRESS: 800 Museum Pr	DAYTIME PHONE: (704) 535 -- 3242
CITY: Charlotte STATE: ZIP: 28207	846- 2751
DAYTIME PHONE: ( ) --	

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

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 M Castano DATE: 6-23-99

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

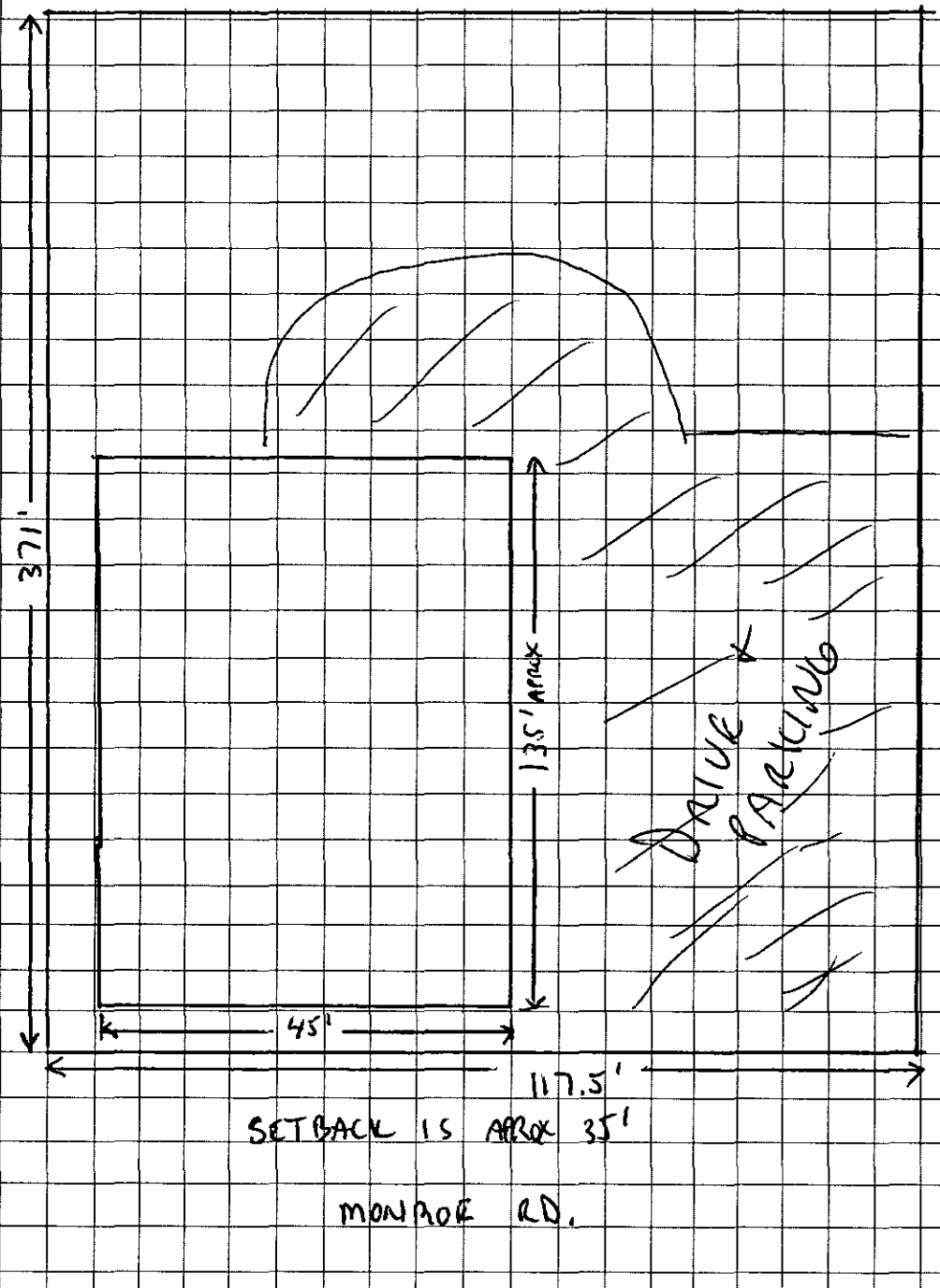
PROPOSED PLOT PLAN

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

FILE: 4000B

TC: 213-012-1480

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

DATE 6-23-95

APPROVAL DATE _____

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

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

8th ~~27th~~ June ~~May~~ April

THIS AGREEMENT made this ~~27th~~ 8th day of ~~May~~ April, 19 99, by and between John Castano ("Buyer"), and Matthews Associates II ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent each term.

(a) "Broker(s)" shall mean:

Casale International ("Listing Agency"),
Frank Casale ("Listing Agent")
and Dave Fuller & Associates ("Selling Agency"),
T. W. Aldred ("Selling Agent").

(b) "Closing" shall occur on or before thirty (30) days after the completion of the "Examination Period" referred to in paragraph (d) below in this Section 1, said completion to be done in a satisfactory manner

(c) "Earnest Money" shall mean five thousand Dollars ($5,000.00) or terms as follows: to be deposited with the escrow agent within three (3) days after the buyer receives a fully executed copy of this Agreement.

Upon acceptance of this contract, the Earnest Money shall be promptly deposited in Buyer's attorney's ~~Broker's~~ escrow account, to be applied as part payment of the purchase price of the Property at the time sale is closed, or disbursed as agreed upon under the provisions of Section 9, herein.

(d) "Examination Period" shall mean the period beginning on the date hereof and extending through ninety (90) days after this Agreement has been signed by the Seller and received by the Buyer.

(e) "Intended Use" shall mean the use of the Property for the following purpose: a retail store to be used by the Buyer for the conduct of his business, primarily the sale of bicycles and related merchandise.

(f) "Property": (Address) Monroe Road, Matthews, NC 28105 (see attached Exhibit A). JC ZB

(Legal Description/Description) approximately ~~43,560~~ 48,000 square feet of land fronting ~~130~~ 117.5 feet on Monroe Road with a depth of approximately 371 feet as shown on attached Exhibit A outlined in yellow. ZB JC

☒ If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference as if fully set forth herein, together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

(g) "Purchase Price" shall mean the sum of ~~Two Hundred Seventy Five~~ Three Hundred ZB JC Thousand and 00/100 Dollars ($ ~~275~~ 300,000.00), ZB JC

payable on the following terms:

(i) Cash in the amount of ~~Two Hundred Seventy Five~~ Three Hundred ZB JC Thousand and 00/100 Dollars ($ ~~275~~ 300,000.00) ZB JC

(ii) Proceeds of a new Loan in the amount of N/A (See revised attached Exhibit B dated June 8, 1999) N/A Dollars ($)

Buyer must be able to obtain a firm commitment for this loan on or before N/A, 199 effective through the date of closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of Lender's decision.

(iii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of

N/A

Dollars ($)

being payable over months in equal monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of percent(%) per annum, with the first principal payment beginning on the first day of the month next succeeding the date of Closing. At any time, the Note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. A partial payment will be credited against the next installment of principal due. Under this Purchase Money Deed of Trust, in the event of Buyer's subsequent default, Seller's remedies will be limited to foreclosure of the property and collection of attorney's fees, if any, provided for in the Promissory Note.

(iv) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of $ N/A and evidenced by a note bearing interest at the rate of _____ percent (_____%) per annum, or _____

(h) "Seller's Notice Address" shall be as follows:

except as same may be changed pursuant to Section 10.

(i) "Buyer's Notice Address" shall be as follows:

John Castano
9944 Providence Forest Lane
Charlotte, NC 28270

except as same may be changed pursuant to Section 10.

(j) "Brokerage." Seller and Buyer acknowledge that they shall be responsible for commissions as set forth in their respective agreements with Broker(s), if any. Should any other claim for commission be asserted, each party hereby expressly agrees to indemnify and hold the other harmless with respect thereto to the extent that such in deminifying party is shown to have been responsible for the creation of such claim.

[X] (k) If this block is marked, additional terms of this Agreement are set forth on Exhibit "B" attached hereto and incorporated herein by reference.

Section 2. Proration of Expenses Payment of Costs. Seller and Buyer agree that all property taxes, leases, rents, mortgage payments and utilities or any other assumed liabilities, if any, shall be prorated as of the date of Closing. Seller shall pay deed stamps and other conveyance fees or taxes, and Buyer shall pay recording costs, costs of any title search, title insurance, survey and other costs for the investigation of the property.

Section 3. Sale of Property. Seller agrees to sell the Property for the Purchase Price set forth above.

Section 4. Payment of Purchase Price. Buyer shall pay the Purchase Price in accordance with all the Terms and conditions of this contract.

Section 5. Title. Seller agrees to convey fee simple marketable title to the Property by general warranty deed, subject only to the exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to Buyer good and marketable fee simple title to said Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, road rights-of-way of record and those other encumbrances, reservations, restrictions and easements and other exceptions set forth on Exhibit C attached hereto ("Permitted Exceptions").

Section 6. Conditions. This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions:

(a) New Loan. The Buyer must be able to obtain the loan, if any, referenced in Section 1(g)(ii).

(b) Qualification for Financing. If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, then this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) Title Examination. After the date of execution of this Agreement by Seller, Buyer shall, at Buyers expense, cause a title examination to be made of the Property before the end of the Examination Period, as defined in Section 1(d). In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, then the Buyer shall immediately notify the Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) Intended Use. Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its Intended Use will not violate any private restrictions or governmental regulations. If Buyer determines, prior to the date of Closing, that use of the Property for its Intended Use will violate any such private restrictions or governmental regulations, then Buyer may terminate the agreement by written notice and received a return of the Earnest Money and neither party shall then have any further obligations in connection with this Agreement.

(e) Same Condition. If the Property is not in substantially the same condition as of the date of the offer, reasonable wear and tear excepted, then the Buyer may terminate the Agreement and receive return of the Earnest Money.

(f) Inspections. Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. Except as provided in Section 6(e) above, Buyer shall have from the date of acceptance through the end of the Examination Period to perform the above inspections, examinations and testing to determine if the Property is suitable for the Intended Use. If, prior to the expiration of the Examination Period, Buyer determines that the Property is unsuitable, in Buyer's sole discretion, and provides written notice to Seller thereof, then this Agreement shall terminate and Buyer shall receive a return of the Earnest Money.

Section 7. Environmental. Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protections Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "Hazardous substance" pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec 1371), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et.seq. (42 U.S.C. Sec. 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec 9601, et. seq. (42 U.S.C. 9601). Seller further states that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of Property.

Section 8. Risk of Loss/Damage/Repair. Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate this Agreement and the Earnest Money shall be returned to the Buyer. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 9. Earnest Money Disbursement. In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the earnest money 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 Agreement, then the earnest money shall be forfeited, but such forfeiture 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 licensed real estate broker, the broker is required by state law to retain said earnest money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction.

Section 10. Closing. The Closing shall consist of the execution and delivery by Seller to Buyer of a General Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign affidavit, and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price or as otherwise provided in Section 1(c). The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered as of the Closing, unless Parties agree otherwise herein.

Section 11. Notices. Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(h) as to Seller and in Section 1 (i) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 12. Entire Agreement. This agreement constitutes the sole and entire agreement among the parties hereto, and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 13. Adverse Information and Compliance with Laws.

(a) Seller Knowledge. Seller has no knowledge of (i) condemnation(s) or assessment(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property.

(b) Compliance. To the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any Agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceeding pending or threatened against the property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) Disclosure. There is no significant adverse fact or condition known to Seller relating to the Property or the Intended Use which has not been specifically disclosed in writing by Seller to Buyer.

Section 14. Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 15. Applicable Law. This Agreement shall be construed under the laws of the State in which the Property is located.

Section 16. Tax-Deferred Exchange. In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE CHARLOTTE REGION COMMERCIAL BOARD OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES. IF YOU DO NOT FEEL THIS DOCUMENT MEETS YOUR NEEDS, YOU MAY WISH TO CONSULT YOUR ATTORNEY.

BUYER:

Individual

John Castano _____ (SEAL)

C-B-99 _____ (SEAL)

Business Entity

N/A

(Name of Firm)

By: _____ (SEAL)

Title: _____

SELLER:

Individual

N/A _____ (SEAL)

_____ (SEAL)

Business Entity

MATTHEWS ASSOCIATES 11

(Name of Firm)

By: _____ (SEAL)

Title: MANAGING GENERAL PARTNER

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof

Date: _____

Knox Knox Freeman & Brotherton

(Name of Firm)

By: _____

Selling Agent: Dave Fuller & Associates Acting as Buyer's Agent.

Listing Agent: Casale International Acting as Seller's Agent.

SEE ATTACHED 7/8 1/C

EXHIBIT B to AGREEMENT FOR PURCHASE and SALE OF REAL PROPERTY

Following is a condition pertaining to subject Agreement by and between John Castano, Buyer and Matthews Associates 11, Seller.

1. Buyer and Seller agree that no sewer service is located at the property as of the date of this Agreement. Seller agrees to contract with Charlotte-Mecklenburg Utilities Department (CMUD) to extend sewer service to the subject property at Seller's expense. If Buyer elects to close the purchase in accordance with terms and conditions of this Agreement and the sewer service has not been extended to the property being purchased, Buyer may withhold and place in escrow with Buyer's attorney funds from the purchase price in an amount equal to the costs of getting the sewer service to the property being purchased.

VOID

BUYER: J. L. Castano Date: _____
John Castano

SELLER: Matthews Associates 11 Date: May 27 1999

BY: Larry T. Barbour, managing General partner

BY: _____

EXHIBIT B TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THE BUYER AND THE SELLER AGREE TO THE FOLLOWING:

1. TEN THOUSAND DOLLARS ($10,000.00) OF THE SALES PROCEEDS AT CLOSING WILL BE DEPOSITED IN A JOINT ESCROW ACCOUNT BETWEEN THE BUYER AND THE SELLER FOR PURPOSES OF THE BUYER TO USE TO ACQUIRE AND INSTALL A SEPTIC TANK ON SAID PROPERTY. IF THE COST AND INSTALLATION OF THE SEPTIC TANK IS LESS THAN $ 10,000.00 THE BALANCE OF THE FUNDS IN THE ESCROW ACCOUNT WILL BE DISTRIBUTED TO THE SELLER.

2. SIXTEEN THOUSAND FORTY SEVEN DOLLARS ($16,047.00) OF THE SALES PROCEEDS AT CLOSING WILL BE DEPOSITED IN A JOINT ESCROW ACCOUNT BETWEEN THE BUYER AND THE SELLER FOR PURPOSES OF PAYING CHARLOTTE MECKLENBURY UTILITY DEPT. TO PROVIDE SEWER TO THE PROPERTY IN QUESTION AND TO THE REMAINING PROPERTY THAT IS OWNED BY MATTHEWS ASSOCIATES I AND II. IF THE $ 16,047.00 HAS ALREADY BEEN PAID TO THE CHARLOTTE MECKLENBURY UTILITY DEPARTMENT AT THE DATE OF CLOSING, THE FUNDS WILL BE DISTRIBUTED TO THE SELLER. IF THE SEWER ISN'T PROVIDED TO THE PROPERTY ONE YEAR FROM THE DATE OF CLOSING THE $ 16,047.00 WILL BE DISTRIBUTED TO THE BUYER.

Void and replaced by attached revised Exhibit B dated June 8, 1999

REVISED JUNE 8, 1999

EXHIBIT B TO AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THE BUYER AND THE SELLER AGREE TO THE FOLLOWING:

1. Ten thousand dollars ($10,000.00) of the sales proceeds at closing will be deposited with Buyer's attorney to be held in escrow for purposes of the Buyer to use to acquire and install a septic tank on said property. If the cost and installation of the septic tank, drain field and related matters is less than $10,000.00 the balance of the funds in the escrow account will be distributed to the seller. If the cost of the septic tank, drain field and related matters is more than $10,000.00, seller shall be responsible for the excess. Buyer's obligation to perform this contract is contingent upon the property being found suitable for installation and operation of a septic tank sewage deposal system.

2. Sixteen thousand forty seven dollars ($16,047.00) of the sales proceeds at closing will be deposited with Buyer's attorney to be held in escrow for purposes of paying Charlotte Mecklenburg Utility Dept. to provide sewer to the property in question and to the remaining property that is owned by Matthews Associates I and II. If the $16,047.00 has already been paid to The Charlotte Mecklenburg Utility Department at the date of closing, the funds will be distributed to the Seller. If the sewer isn't provided to the property one year from the date of closing the $16,047.00 will be distributed to the Buyer.

3. Buyers obligation to perform this contract shall be contingent upon Buyers ability to obtain a loan for acquisition and improvement of the property, in an amount not less than $585,000.00, at a rate of interest and upon terms satisfactory to Buyer in his sole discretion. If such loan is not available to Buyer at the time of closing, Buyer shall have the option to terminate this contract, in which event, all earnest money shall be refunded to buyer. Buyer agrees to proceed diligently and in good faith and use his best efforts to obtain such loan, and will notify seller promptly when such loan has been approved or denied.

SELLER: MATTHEWS ASSOCIATES II

By: _____
Managing Partner

BUYER: John Castano