

9131 BRIEF RD

13904103

6/6/2007

duponbj

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

Mecklenburg County
Health Department

Basil G. Belta, M.D., M.P.H.
Health Director

August 8, 1989

The Pentron Corporation
6100 Coatbridge Lane
Charlotte, NC 28212

Dear Sir:

At your request a preliminary soil investigation was made on property on Brief Road. The property was divided into eight (8) lots and each lot was check. A soil map was prepared and a copy is enclosed.

The soils on all eight lots was of the cecil series and had the depth, percolation, aeration, and drainage needed for septic tank systems.

One more check of each lot will be made before final approval of soils will be given.

Ditches and small unacceptable areas are marked in red on the soil map.

Sincerely,

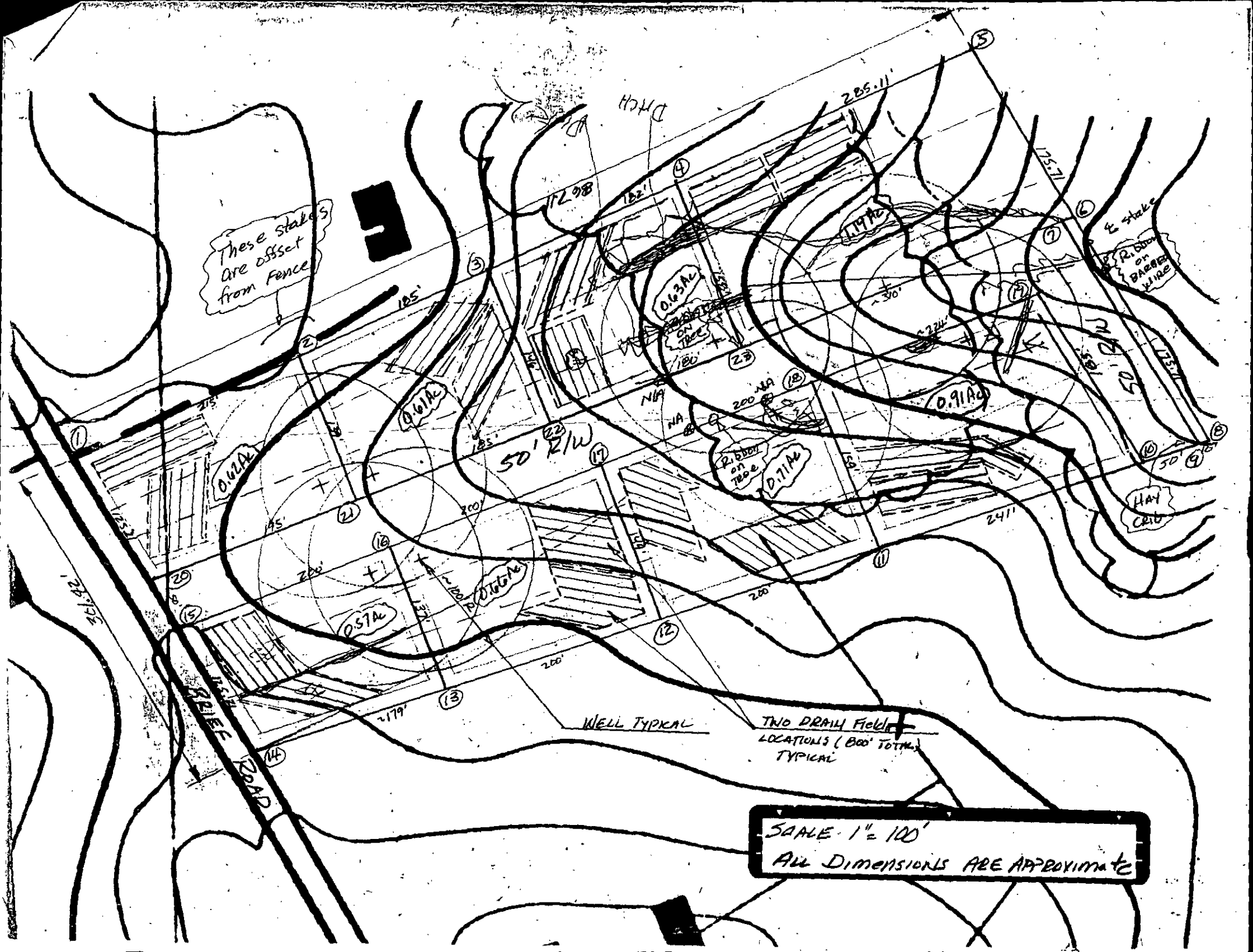
Willard B. Ramsey

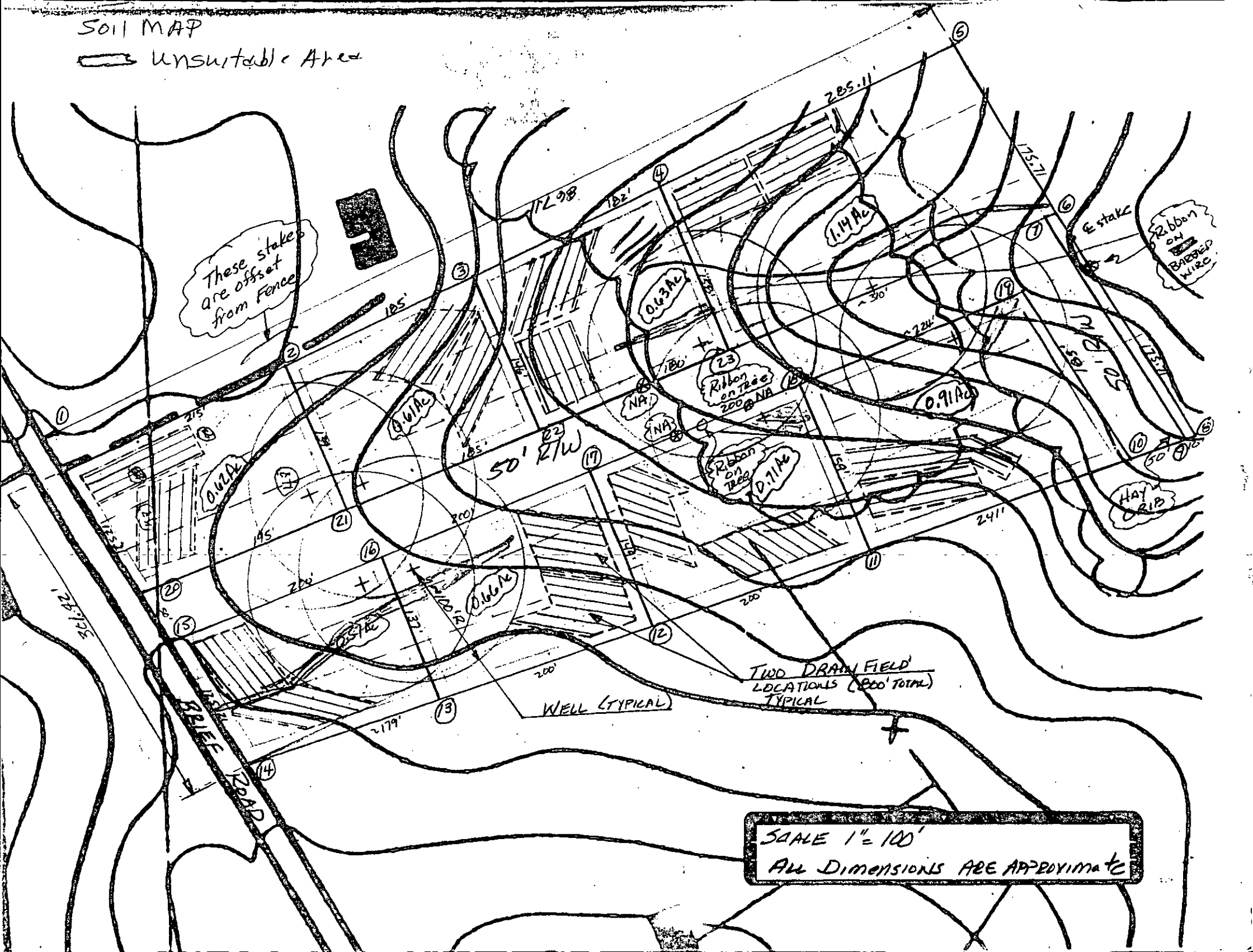
Willard B. Ramsey
Soil Scientist

WBR/ir

Enclosure

File: 5941A


These stakes are offset from fence
285.11'
172.98'
175.71'
122'
125'
215'
0.63Ac
0.61Ac
0.91Ac
0.71Ac
0.57Ac
0.66Ac
1.19Ac
50' R/W
Ribbon on tree
Ribbon on barbed wire
~30'
~220'
~180'
~179'
200'
241'
261.42'
HAY CRK
REEF ROAD
WELL TYPICAL
TWO DRAIN FIELD LOCATIONS (800' TOTAL) TYPICAL
SCALE 1" = 100'
ALL DIMENSIONS ARE APPROXIMATE


Soil MAP
Unsuitable Area
These stakes are offset from Fence
185'
182'
285.11'
175.71'
1.14 Ac
0.63 Ac
0.61 Ac
0.62 Ac
0.91 Ac
0.71 Ac
0.66 Ac
0.57 Ac
50' R/W
E stake
Ribbon on Barbed Wire
Ribbon on Tree
NA
NA
Ribbon on Tree
HAY CRIB
241'
200'
200'
200'
200'
200'
200'
175.71'
361.42'
132'
~179'
~180'
~224'
~330'
TWO DRAIN FIELD LOCATIONS (800' TOTAL) TYPICAL
WELL (TYPICAL)
BRUFF ROAD
SCALE 1" = 100'
ALL DIMENSIONS ARE APPROXIMATE

The Pentron Corporation
6100 Coatbridge Lane
Charlotte, NC 28212
July 28, 1989

Department of Environmental Health
Mecklenburg County, North Carolina

Re: Preliminary Soil Investigation
9131 Brief Road
Tax Lots 13904103 and 13904121

Dear Mr. Willard Ramsey:

Enclosed please find the following information in support of a preliminary soil investigation for the above parcel of land totaling 6.99 acres:

1. Eight completed forms titled "Application for Soil Investigation", signed by the owners, Mr. and Mrs. Joe and Marie Dennis.

2. A copy of a contract agreement between The Pentron Corporation and Mr. and Mrs. Dennis to purchase the subject property.

3. A copy of the Mecklenburg County tax map, marked to identify the subject property.

4. A sketch showing the property subdivided into eight individual lots with a 50 ft. road right-of-way to facilitate residential housing sites.

5. A check for the amount of two hundred and thirty dollars and no cents.

Please note that each lot is identified by four numbers, one at each corner. These lots have been field staked. Each stake is identified with an orange ribbon and numbered accordingly. The attached sketch also shows each lot with a septic tank /drain field area, having 800 ft (minimum) of drain field line and individual wells with an approximate radius of influence of 100 ft.

The Pentron Corporation (buyer) and Mr. and Mrs. Dennis (seller/owner) are hereby requesting that you perform a preliminary soil investigation for each lot.

We would appreciate if you would forward a copy of the results to The Pentron Corporation at the above address.

If you have any questions or need additional information, please feel free to give me a call at 535-6909 (Home) or 373-5012 (Work).

Sincerely,

Ron Grady

D. R. Grady, President

/rfm

OFFER TO PURCHASE AND CONTRACT

THE PENTRON CORPORATION, as Buyer, hereby offers to purchase and JOE A. AND MARIE DENNIS, 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 personal property as is listed below (the real and personal property are collectively referred to as "the Property"), in accordance with the Standard Provisions on the REVERSE SIDE HEREOF and upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of N/A, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as:
Street Address 9131 Brief Road, Mecklenburg Co., N.C. Zip 28227.
Legal Description Parcel and Tax lot Number 13904103 and 13904121; SAID Parcel to have 301.42 frontage on Brief Rd, 401.92 at real property line and 867 feet on side A and measure a total of 6.99 sq. acres.

2. **PERSONAL PROPERTY:**

3. **PURCHASE PRICE:** The purchase price is $ 60,000.00 and shall be paid as follows:
(a) $ 1,000.00 in earnest money paid by THE PENTRON CORPORATION (cash; bank, certified, or personal check) with the delivery of this contract, to be held in escrow by William P. Myers Realty, as agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated and it is disbursed in accordance with the Standard Provisions on the REVERSE SIDE HEREOF;
(b) $ ~~[illegible] by assumption of the unpaid principal balance and all obligations of Seller on the existing loan secured upon deed of trust on the Property~~
(c) $ 40,000.00 by a promissory note secured by a purchase money deed of trust on the Property with interest prior to default at the rate of 10 % per annum payable as follows: A single payment of principal and interest to be due and payable not later than 1 year from date of closing. Said note to be Carrie
Prepayment restrictions and/or penalties, if any, shall be: by Seller, to have no penalties or restric for early repayment and to permit title transfer as land is developed, ~~[illegible]~~ providing 1/5 of outstanding principal is paid upon each and every such transfer of title
(d) $ 19,000.00 the balance of the purchase price in cash at closing.

4. **CONDITIONS:** (State N/A in each blank of paragraph 4(a) and 4(b) that is not a condition to this contract.)
(a) The Buyer must be able to obtain a firm commitment on or before N/A, effective through the date of closing, for a N/A loan in the principal amount of $ N/A for a term of N/A year(s), at an interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer agrees to use his best efforts to secure such commitment and to advise Seller immediately upon receipt of the lender's decision. If Seller is to pay any loan closing costs, those costs are as follows: N/A
(b) The Buyer must be able to assume the unpaid principal balance of the existing loan described in paragraph 3(b) above for the remainder of the loan term, at an interest rate not to exceed N/A % per annum fixed (or describe type of loan) N/A, with mortgage loan assumption and/or discount points not to exceed N/A % of the loan balance. (See Standard Provision No. 2). If such assumption requires the lender's approval, approval must be granted on or before N/A. Buyer agrees to use his best efforts to secure such approval and to advise Seller immediately upon his receipt of the lender's decision. If Seller is to pay any loan assumption costs, those costs are as follows: N/A
(c) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for RESIDENTAL HOUSING purposes.

5. **ASSESSMENTS:** Seller warrants that there are no special assessments, either pending or confirmed, for sidewalk, paving, water, sewer or other improvements on or adjoining the Property, except as follows: NONE (Insert "None" or the identification of such assessments, if any. The agreement for payment or proration of any assessments indicated is to be set forth in paragraph 6 below.)

6. **OTHER PROVISIONS AND CONDITIONS:**
(a) All of the Standard Provisions on the REVERSE SIDE HEREOF are understood and shall apply to this instrument, except the following numbered Standard Provisions shall be deleted: (If none are to be deleted, state "None".) 1, 2, 3, 7, 8, 9, 11
Buyers development of the property shall include construction of roadway to the lots to be residental housing sites, and shall end at the property line of the Seller known as Lot #21, after said sale is completed and Seller shall have acce to said roadway. This offer is subject to a valid perk test meeting all requirements fo residential development on the sub-divided lots. The Buyer shall provide, at Buyers expense, for all perk tests and land surveys. Interest on the note held by the Selle shall be due and payable monthly.

IF THERE ARE ANY ADDENDA TO THIS CONTRACT, INDICATE ABOVE AND ATTACH HERETO.

7. **CLOSING:** All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before July 20, 1989, at a place designated by THE BUYERS (TONY SCHAVONS Law Offi
The deed is to be made to THE PENTRON CORPORATION

8. **POSSESSION:** Possession shall be delivered AT CLOSING
In the event that Buyer has agreed that possession is not delivered at closing, then Seller agrees to pay to Buyer the sum of $ N/A per day from and including the date of closing to and including the date that possession is to be delivered as above set forth.

9. **COUNTERPARTS:** This offer shall become a binding contract when signed by both Buyer and Seller. It is to be signed in TWO counterparts with a signed counterpart being retained by each party hereto and the escrow agent, if any.

Date of Offer: July 10, 1989
Buyer Vice President The Pentron Corporation (SEAL)
Buyer (SEAL)

Date of Acceptance: July 10, 1989
Seller Joe A. Dennis (SEAL)
Seller Marie Dennis (SEAL)

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 July 10, 1989 Firm William P. Myers Realty
By: William P. Myers

Name of Selling Agent/Firm William P. Myers Realty / William P. Myers
Name of Listing Agent/Firm FRAN HARRIS / FRAN HARRIS REALTORS

N.C. Bar Assoc. Form No. 2, © 1987.
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James Williams & Co., Inc. • Box 127 • Yadkinville, N.C. 27055

This Standard Form has been approved jointly by the:
NORTH CAROLINA BAR ASSOCIATION
NORTH CAROLINA ASSOCIATION OF REALTORS®, INC.

OFFER TO PURCHASE AND CONTRACT

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1. **REAL PROPERTY:** Located in the City of N/A, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as:
Street Address 9131 Briep Road, Mecklenburg Co., N.C. Zip 28227
Legal Description Parcel and Tax lot Number 13904103 and 13904121; SAID Parcel to have 301.42 frontage on Briep Rd., 401.42 at rear property line and 867 feet on side A and B measure a total of 6.99 sq. acres.

2. **PERSONAL PROPERTY:** _____

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(b) $ [redacted] by assumption of the unpaid principal balance and all obligations of Seller on the existing loan secured by deed of trust on the Property;
(c) $ 40,000.00 by a promissory note secured by a purchase money deed of trust on the Property with interest prior to default at the rate of 10 % per annum payable as follows: A single payment of principal and interest to be due and payable not later than 1 year from date of closing. Said note to be Carrie
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Date of Offer: July 10, 1989
Buyer Mark R. Stanley President (SEAL)
The Pentron Corporation
Buyer _____ (SEAL)

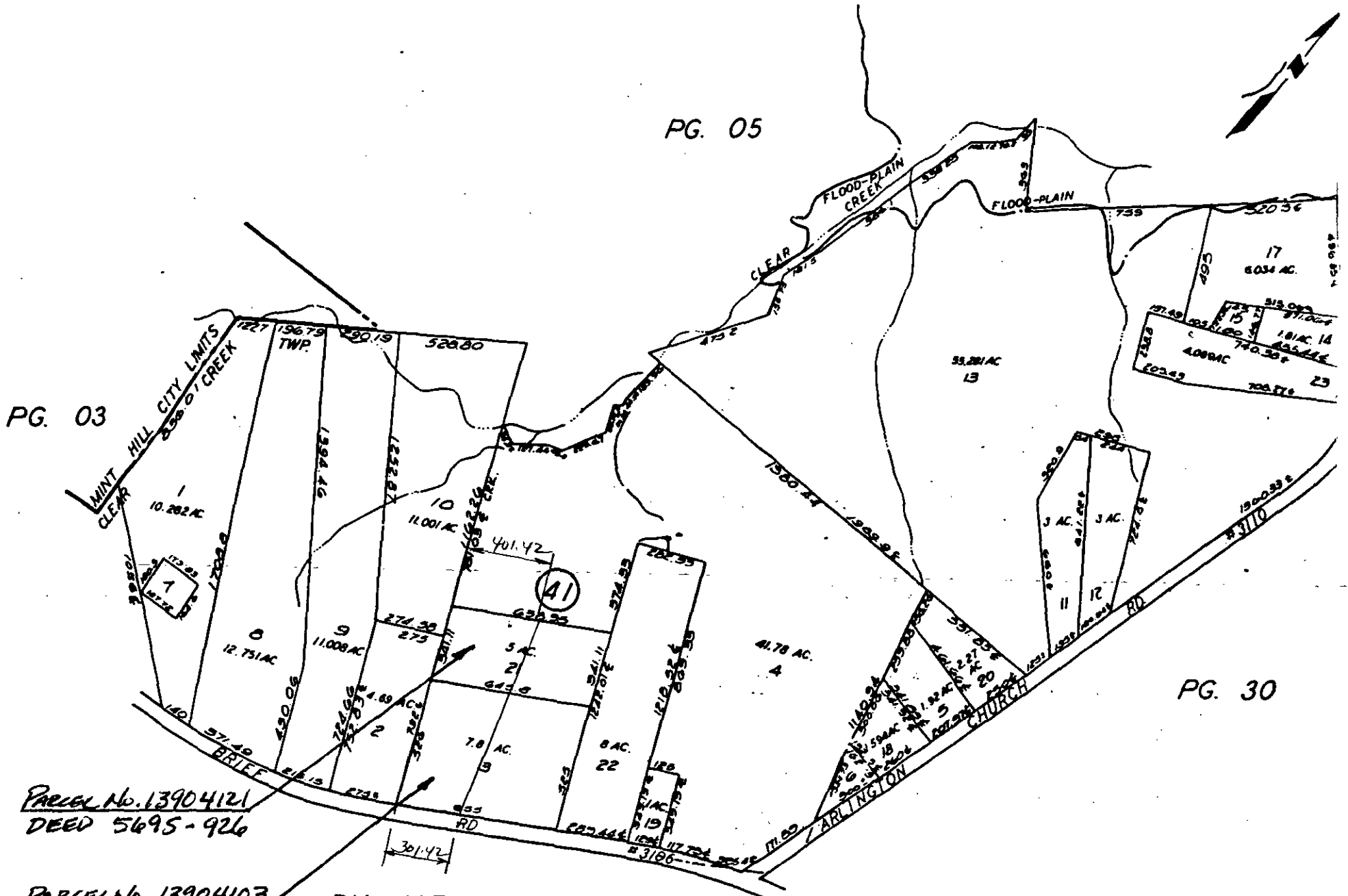
Date of Acceptance: July 10, 1989
Seller Joe A. Dennis (SEAL)
Seller Marie Dennis (SEAL)

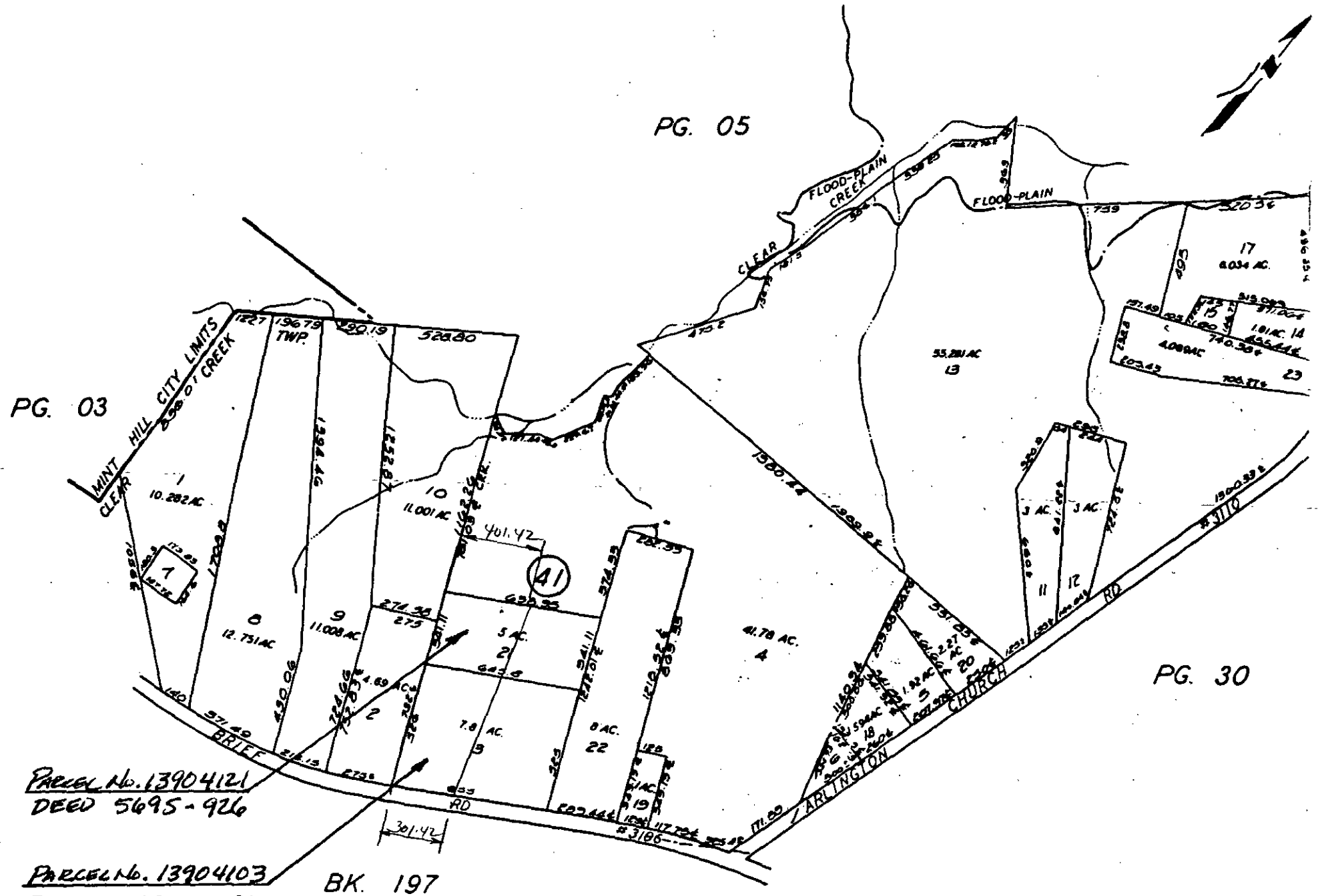
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By: William P. Myers

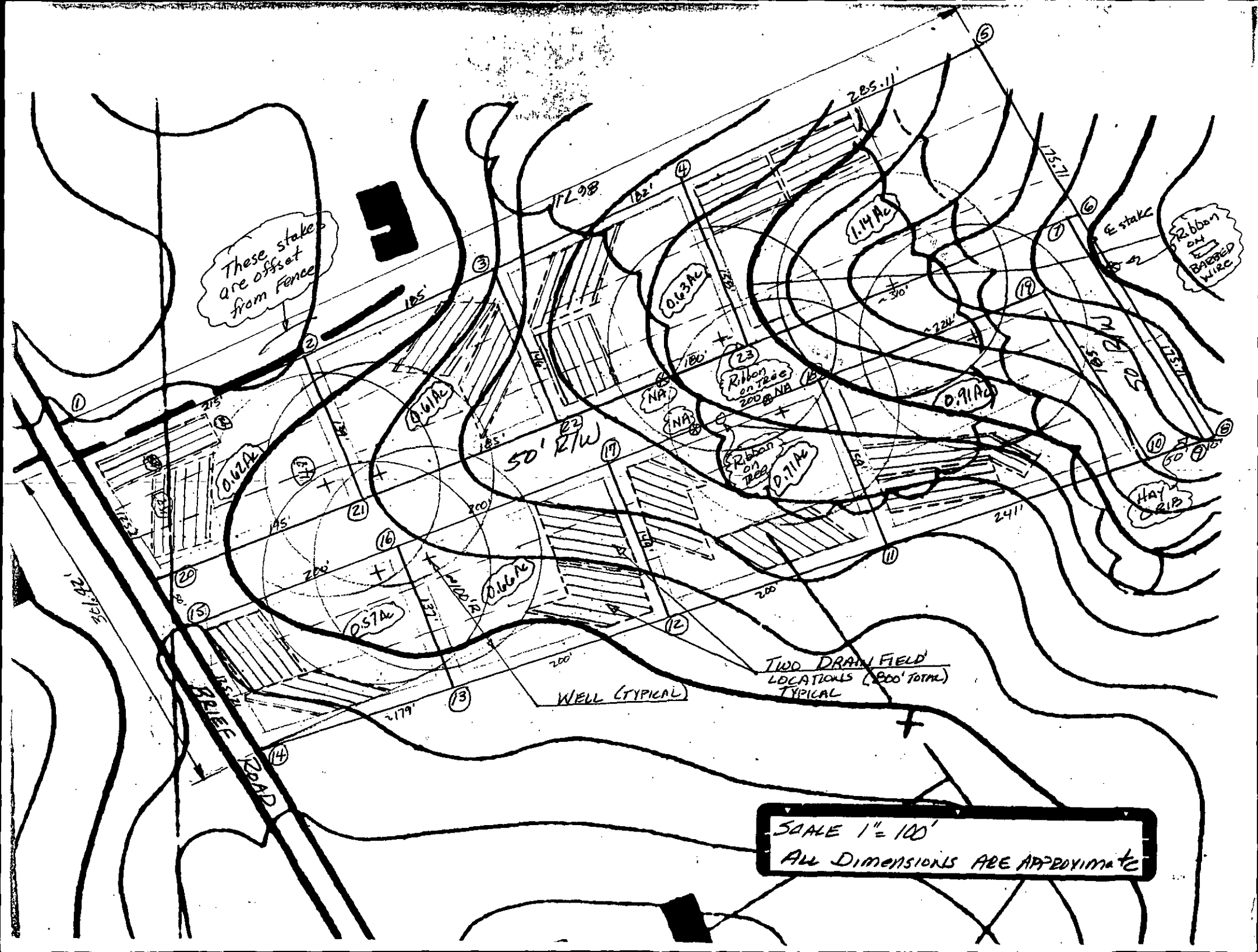
Name of Selling Agent/Firm William P. Myers Realty / William P. Myers
Name of Listing Agent/Firm FRAN HARRIS / FRAN HARRIS REALTORS

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This Standard Form has been approved jointly by the:
NORTH CAROLINA BAR ASSOCIATION
NORTH CAROLINA ASSOCIATION OF REALTORS®, INC.


PG. 05
PG. 03
PG. 30
MINT HILL CITY LIMITS
CLEAR
230.0' CREEK
TWP.
FLOOD-PLAIN
CREEK
CLEAR
FLOOD-PLAIN
1
10.282 AC.
7
8
12.751 AC.
9
11.008 AC.
10
11.001 AC.
41
5 AC.
2
7.0 AC.
3
8 AC.
22
41.78 AC.
4
55.281 AC
13
17
6.034 AC.
15
1.81 AC.
14
4.088 AC
23
3 AC.
3 AC.
11
12
20
5
1.92 AC.
18
1.81 AC.
19
BRIEF RD
ARLINGTON CHURCH RD
#3110
#3186
401.42
301.42
PARCEL No. 13904121
DEED 5695-926
PARCEL No. 13904103
DEED 1780-281
BK. 197
TAX LINE MAP
MECKLENBURG COUNTY, NC


PG. 05
PG. 03
PG. 30
MINT HILL CITY LIMITS
CLEAR
258.01' CREEK
1227
1967.5
TWP.
590.19
328.80
1394.46
1552.87
1320.24
CLEAR
CREEK
FLOOD-PLAIN
FLOOD-PLAIN
739
320.36
1320.24
2909.96
1
10.282 AC.
7
10
11.001 AC.
8
12.731 AC.
9
11.008 AC.
401.42
41
274.36
275
620.35
324.33
5 AC.
2
643.6
341.11
1210.35
285.35
41.78 AC.
4
55.281 AC
13
17
8.034 AC.
15
1.01 AC.
14
4.098 AC.
23
3 AC.
3 AC.
11
12
331.25
1.92 AC
3
2.27 AC
20
1.94 AC
18
1.59 AC
21
1.94 AC
16
1.94 AC
17
1.94 AC
22
8 AC.
7.6 AC.
9
1 AC.
19
117.72
171.69
301.42
971.49
BRIEF
RD
#3106
ARLINGTON
CHURCH
RD
#3110
PARCEL No. 13904121
DEED 5695-926
PARCEL No. 13904103
DEED 1780-281
BK. 197
TAX LINE MAP
MECKLENBURG COUNTY, NC


These stakes are offset from Fence
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182'
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0.63 Ac
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Ribbon on BARBED WIRE
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0.61 Ac
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Ribbon on tree 200 @ NA
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NA
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Ribbon on tree
0.71 Ac
HAY CRIB
241'
0.66 Ac
0.57 Ac
100' R
WELL (TYPICAL)
TWO DRAIN FIELD LOCATIONS (200' TOTAL) TYPICAL
BRIEF ROAD
SCALE 1" = 100'
ALL DIMENSIONS ARE APPROXIMATE

230.00

APPLICATION FOR SOIL INVESTIGATION

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

(OFFICE USE ONLY)

FILE: 5941A

TC: _____

☐ PC ☐ REPT

JOB LOCATION

① ADDRESS: 9131 BRIEF ROAD

② SUBDIVISION: N/A ③ LOT: N/A ④ BLOCK: N/A

⑤ PARCEL REFERENCE: BOOK NO.: PD 197 5695 PAGE NO.: 5 PARCEL NO.: 5-21

⑥ DEED REFERENCE: BOOK NO.: 1780 PAGE NO.: 926 281

OWNER

⑦ NAME: Joe A. & Marie T. Dennis (FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 9131 Brief Rd

⑨ CITY: Charlotte ⑩ STATE: NC ⑪ ZIP: 28227

⑫ PHONE: (WORK) _____ (HOME) 545 4686

⑬ Accurately diagram and dimension lot.

SEE ATTACHMENTS

Preliminary
6.99 acres

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: Joe A. Dennis
Marie D. Dennis

Date: July 28, 1989

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

MECKLENBURG COUNTY HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH DIVISION

CHARGE SLIP

DATE: 7-28-89

NAME/COMPANY: The Pentad Corp

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
PAID
JUL 28 1989

Sanitation _____

Vector Control _____

OPWD ✓

SERVICE: Preliminary Soil Test
9131 Broad Rd
Entrance (6.99 Acres)

File # 5941A

FEE: 230.00

Jackie Alexander
Completed By

Susan Latimer
Collected By

Pd Ck 103