

14801 HICKORY VIEW LN

21701220

5/22/07

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

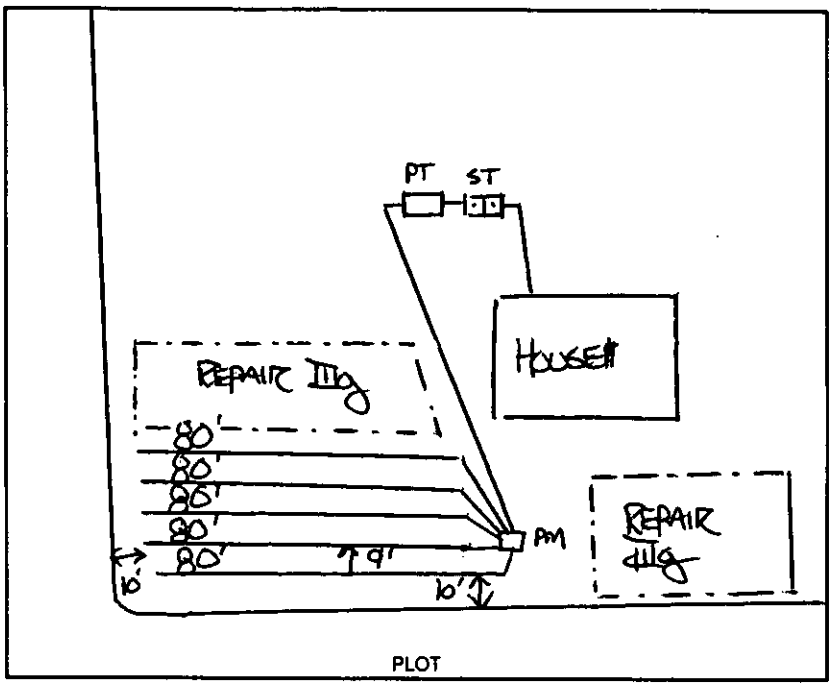
FILE: 4677A DATE: 6/9/04
TC: 217-012-20 ☑ L ☑ CRT
SERIAL 19268

Name of Owner BRETT PHARR Juris.: _____

Address of Property 14801 HICKORY VIEW LN.

Inspection Data:

Tank Material PCC
Total Length of Drainfield 400'
Number of Lines 5 @ 80'
Cover Depth 14"
Water Supply Source WELL
Distance to Water Source 750'
Excavation Inspected 6/8/04
Tank(s) Inspected 6/8/04
Wash Line Inspected N/A
High Water Alarm Inspected _____



Design 2004, 1500ST, 1000DT, P2, INN E-Z Flow, 1200SF, T CTR# W. CHRISTIANBURG

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: 1200SF, 400', 5 LINES @ 80', E-Z FLOW, 1000GPT, 1500ST, P.M.
TYPE IIIg PRIMARY & IIIg REPAIR

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

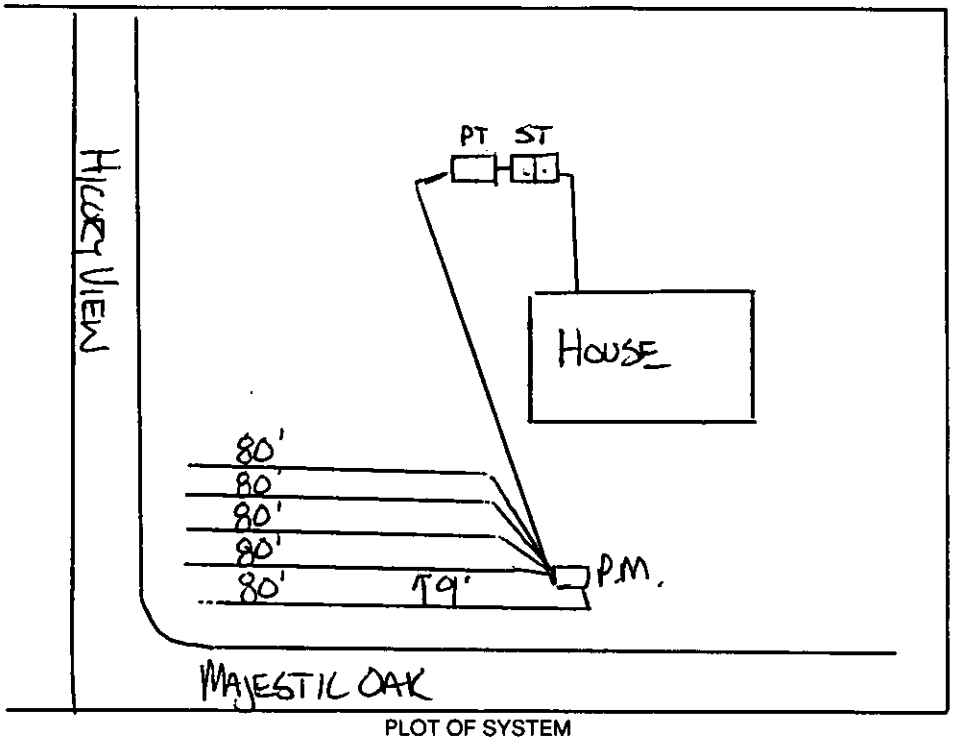
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4677A DATE: 6/8/04

TC: 217-012-20 JL

SERIAL 19401

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 8/29/03. All work shall be completed on or before 6/14/04, 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 24"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous Y

Total Line Length 400' feet

Number of Lines 5@80'

Depth of Stone N/A inches

Distance from House 15 feet

Distance from Property Line 10 feet

Distance from Well >50' feet

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

NAME OF OWNER BRETT PHARR

LOCATION OF PROPERTY 14801 HICKORY VIEW LN

Comments: 1200SF, 400', 5 LINES@80', E-Z FLOW, 1000GALST, 1500GALST PRESSURE MANIFOLD.

Environmental Health Specialist

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 4677A

Tax Number: 217-012-20

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	X 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	
3GPD/FT² Long-term acceptance rate	480 Max gallons/day wastewater flow	1600 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
Y Serviced by private well	1500 Gallon septic tank	533 Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
4 Bedrooms in residence	1000 Gallon pump tank	12" Depth of stone		

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

Site modifications required:

Additional Conditions: TYPE IIIb CONVENTIONAL SYSTEM W/ PRESSURE MANIFOLD.

Repair Area System Type Type (circle one): I II (III) IV V VI	X 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	
1600 Absorption Area (Sq ft) 533 Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	24" Maximum Trench Depth	

For existing system, enter the year originally installed:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for 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.

Charles Johnson, RS 9/24/03
DEHNR Authorized Agent Date

Brett Powers 1/7/04
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,

Post-it® Fax Note 7671	Date 5/5/04	# of pages ▶ 2
To Charles Johnson	From Powers Craig	
Co./Dept.	Co.	
Phone # 863-242-5274	Phone # 336-5103	
Fax # 704 583-2098	Fax # 336-6894	

_ of _

PROPOSED PLOT PLAN

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

FILE: 4677A

TC: 217-012-20

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.

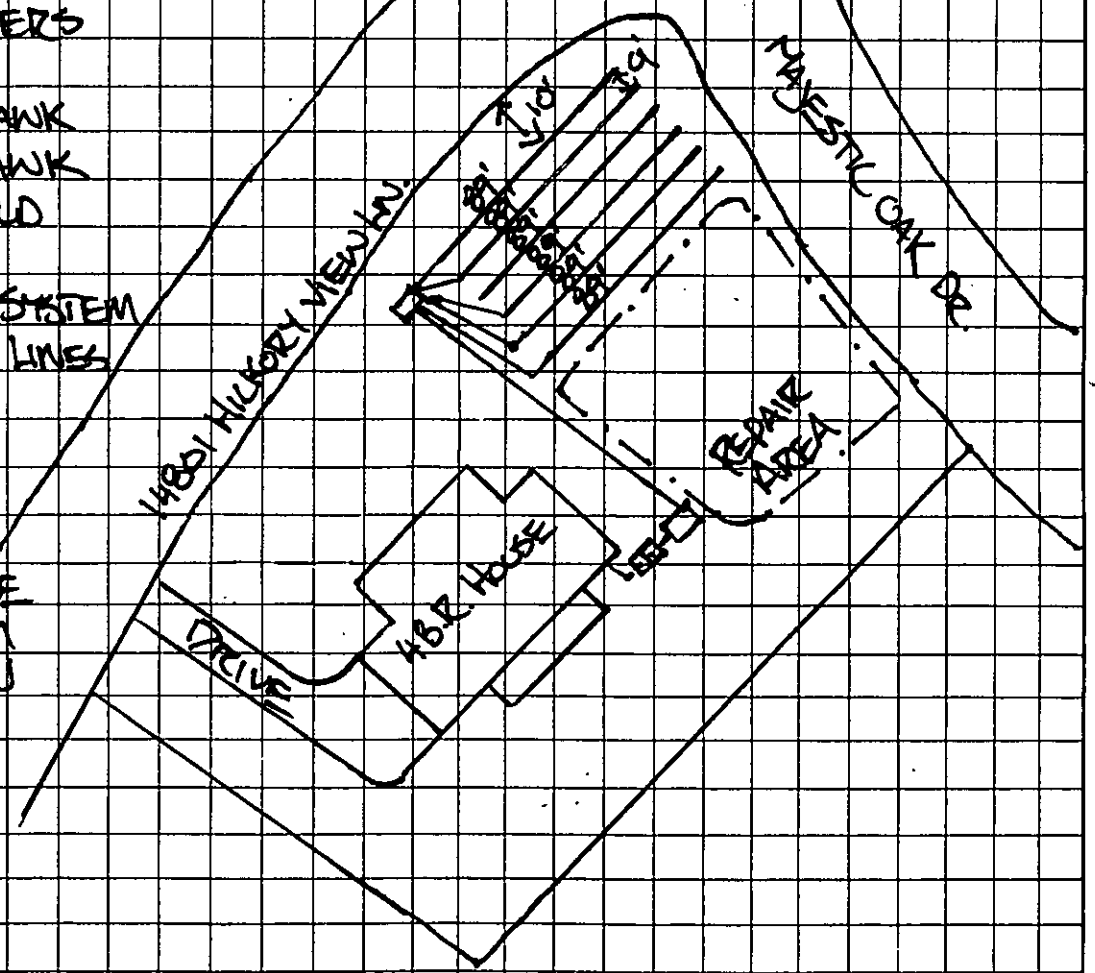
1"=60'
4 BEDROOM HOUSE

- TYPE IIIb CONVENTIONAL
- 1600FT² @ 533 LINEAR FT. DRAINLINE
- 6 LINES @ 89'
- PLACE LEVEL & ON CONTOUR
- SPACE ON 9' CENTERS

- 1500 GAL SEPTIC TANK
- 1000 GAL PUMP TANK
- PRESSURE MANIFOLD

- KEEP ALL PARTS OF SYSTEM 10' FROM PROPERTY LINES & 25' OFF HOUSE FOUNDATION

- PROPOSED WELL SITE MUST BE 100' FROM SEPTIC INSTALLATION & REPAIR AREA



OWNER/AGENT SIGNATURE

DATE 1/7/04

APPROVAL DATE _____

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

visa Payment

LD 63818

FEE: 300 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** ACS
DATE: 1-6-03 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 9/24/03 **PERMIT NO:** 4677A
PARCEL NO: 217-012-20

JOB LOCATION ADDRESS: 14801 HICKORY VIEW LN.
PROPERTY OWNER: BRETT L. PHARR
BUILDING CONTRACTOR:
SUBDIVISION NAME: ROYAL OAKS
AUTHORIZATION ISSUED BY: DAVID CORNELIUS **DATE:** 9/24/03
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 4677A, 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.

Brett Pharr 1/7/04

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

FEE: 200.00 CC 10120 DATE: 9/4/03 CC

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

ICRT

TYPE APPLICATION: ✓ NEW SYSTEM ___ EXPANSION/ALTERATION OF EXISTING SYSTEM ___ REPAIR OF EXISTING SYSTEM

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

FILE #: 96228

PROPERTY INFORMATION FROM ENGINEERING FORM FOR JOB LOCATION:

TAX/PARCEL NUMBER: 217-012-[redacted]

STREET ADDRESS: 14801 Hickory View Lane

SUBDIVISION OR MOBILE HOME PARK NAME: Royal Oaks

LOT NUMBER: 38

TYPE OF BUILDING (CHECK ONE):

___ SINGLE MOBILE HOME(S)
___ DOUBLE WIDE (D)
✓ HOUSE (H) proposed
___ 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: 4,000

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 3

CLOSING DATE 10/15/03

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: N/A

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
EASEMENTS OR RIGHT-OF-WAYS ✓ YES ___ NO Future
WELL, SPRINGS OR WATERLINES ___ YES ___ NO
DESIGNATED WETLANDS ___ YES ___ NO

PROPERTY OWNER:

NAME: Pharr (LAST) Brett (FIRST) L (MI)

ADDRESS: 1531 Old Tara Lane

CITY: Fort Mill STATE: SC ZIP: 29708

DAYTIME PHONE: (704) 386-0150 704-560-5951 (cell)

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) -

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? Future - condition of sales contract

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: Brett L. Pharr DATE: 8/29/03

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	09/04/03	**Amount:**	200.00
Receipt #:	18239	**Tendered:**	0.00
Check / Auth #:	VISA 010120	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #: 200000
Contractor: PHARR BRETT L
Attn:
Address: 1531 OLD TARA LANE
Address:
City/State/Zip: FORT MILL, SC 29708

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen 14801 HICKORY VIEW LANE		1	200.00	200.00

Outstanding Balances

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

ENVIRONMENTAL HEALTH
700 N TRYON ST #211
CHARLOTTE, NC 28203

ENVIRONMENTAL HEALTH
700 N TRYON ST #211
CHARLOTTE, NC 28203

BATCH: 231
S-A-L-E-S D-R-A-F-T
73822355
000508158410

REF: 0004
CD TYPE: VISA
TR TYPE: MAIL/PHONE
IHU: 0502
DATE: SEP 04, 03 09:31:49

AVS: EXACT MATCH
CVV2: MATCH
TOTAL $200.00*

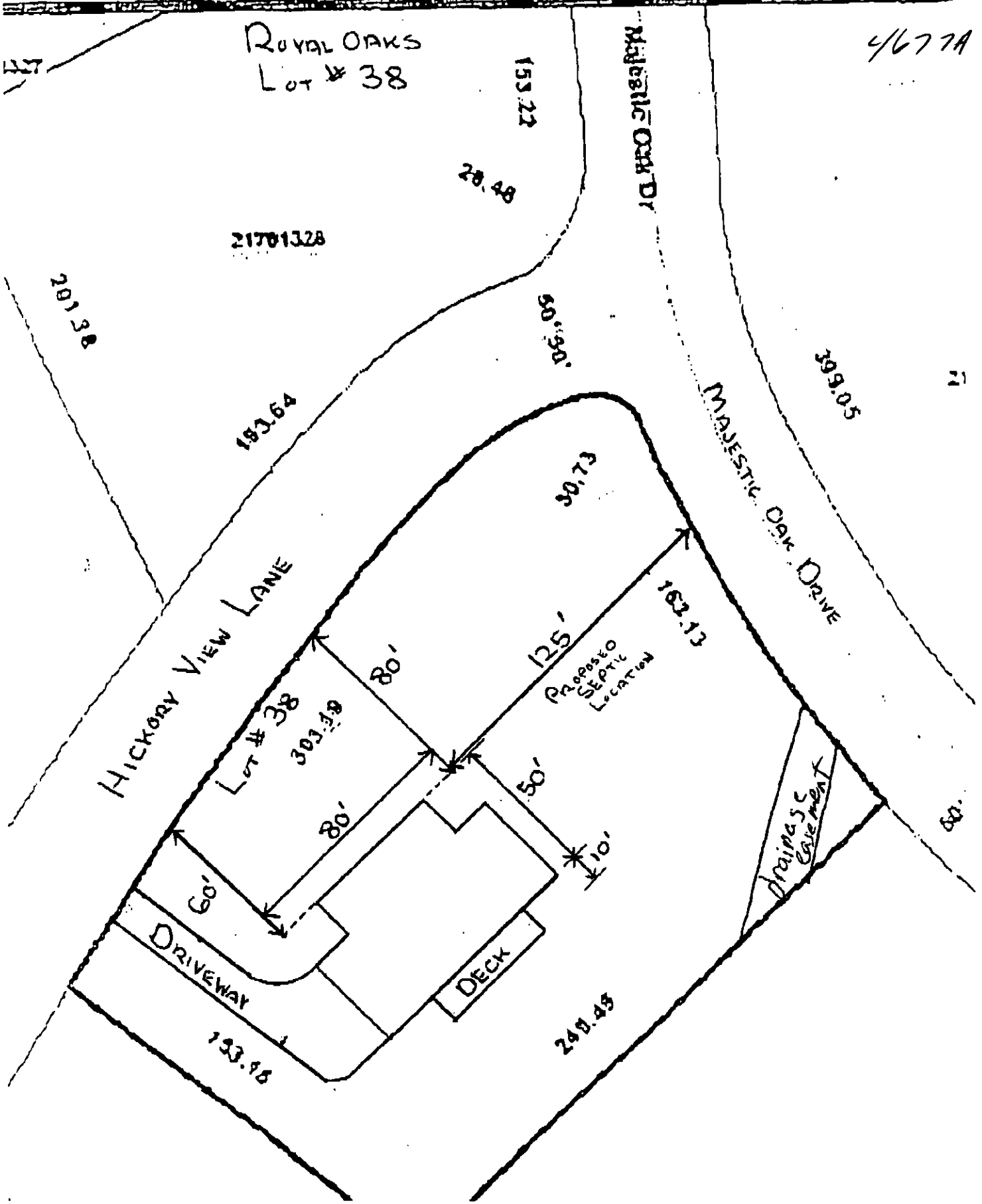
ACCT: 4356028002802877 EXP: 04/04
AP: 010120

CARDMEMBER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON AND AGREES TO PERFORM THE OBLIGATIONS SET FORTH BY THE CARDMEMBER'S AGREEMENT WITH THE ISSUER

THANKS FOR USING VISA

X ----------

14801 Hickory View Ln



Mecklenburg County
Health Department

TELECOPIER TRANSMITTAL COVER SHEET

*** NOTICE ***

THE INFORMATION CONTAINED IN THIS TELECOPY MAY BE PRIVILEGED AND/OR CONFIDENTIAL AND IS INTENDED ONLY FOR THE USE OF THE PERSON TO WHOM IT IS ADDRESSED. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT (OR SUCH RECIPIENT'S EMPLOYEE OR AGENT), YOU ARE HEREBY NOTIFIED NOT TO READ, DISTRIBUTE OR COPY THE MATERIALS ATTACHED HERETO WITHOUT THE PRIOR WRITTEN CONSENT OF THE SENDER. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE NOTIFY THE SENDER BY TELEPHONE CALL AND RETURN THE ORIGINAL TELECOPY TO US BY MAIL AND WE WILL REIMBURSE YOU FOR THE REQUIRED POSTAGE. THANK YOU.

TO: BRETT PHARR TELECOPIER # (704) 886-1668

FROM: DAVID CORNELIUS DATE 9/23/03

NUMBER OF PAGES TRANSMITTED: 3 (including cover sheet)

COMMENTS: PLOT PLAN FOR ONSITE SEPTIC SYSTEM FOR 14801 HICKORY VIEW LN.

If you do not receive all pages, please call us as soon as possible at the following number: (704)336-5103

[X] Original will not follow [ ] Original will follow via:

[ ] U.S. Mail [ ] Hand Delivery [ ] ____

Environmental Health Division
700 North Tryon Street • Suite 211 • Charlotte, North Carolina 28202-2236

9/23/03

MR. FARR,

I HAVE BEEN ADVISED NOT TO APPROVE THE INSTALLATION OF AN EJECTOR PUMP AS DISCUSSED PER OUR CONVERSATION.

IF YOU HAVE ANY QUESTIONS ABOUT THIS PLEASE CALL MR KELLY RANDALL @ (704) 336-5575.

THANKS,

DAVID CORNELIUS

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

Sheet: 1
Property ID: 217-012-20
Lot #: 38
File #: 4677A
Code: 1

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Brett Pharr
Applicant:
Address: 1531 Old Tare Lane, Fort Mill, S. C. 29708
Date Evaluated: 09/16/2003
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: 1.16a
Location of Site: 14801 Hickory View Lane
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 10	0-7	GR/SL	FR/SEXP/NS/NP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV
		7-30	SBK/SC	FI/SEXP/S/P					.3GPD/FT^2
		30-48	SBK/SCL	FR/SEXP/SS/SP					
2	LS, 15	0-6	GR/SL	FR/SEXP/NS/NP	"	"	"	"	"
		6-26	SBK/C	FI/SEXP/S/P					
		26-48	SBK/SCL	FR/SEXP/SS/SP					
3	LS, 15	0-9	GR/SL	FR/SEXP/NS/NP	"	"	"	"	"
		9-24	SBK/SC	FI/SEXP/S/P					
		24-48	SBK/SCL	FR/SEXP/SS/SP					

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

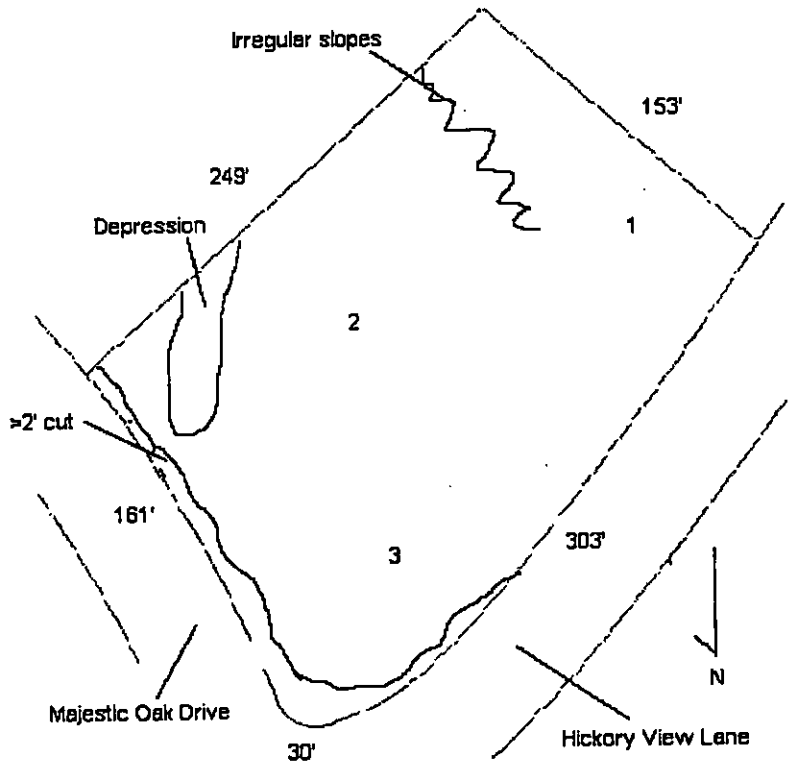
Other Factors (.1946): _____
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 9/16/2003
Others Present:

FILE # 4677A

COMMENTS: 100% repair

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

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



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

Sheet: 1
Property ID: 217-012-20
Lot #: 38
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ACS

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Brett Pharr
Applicant:
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Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY :1941 .1941 Structure/ Texture	SOIL MORPHOLOGY :1941 .1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 10	0-7	GR/SL	FR/SEXP/NS/NP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV .3GPD/FT^2
		7-30	SBK/SC	FI/SEXP/S/P					
		30-48	SBK/SCL	FR/SEXP/SS/SP					
2	LS, 15	0-6	GR/SL	FR/SEXP/NS/NP	"	"	"	"	"
		6-26	SBK/C	FI/SEXP/S/P					
		26-48	SBK/SCL	FR/SEXP/SS/SP					
3	LS, 15	0-9	GR/SL	FR/SEXP/NS/NP	"	"	"	"	"
		9-24	SBK/SC	FI/SEXP/S/P					
		24-48	SBK/SCL	FR/SEXP/SS/SP					

Description	Initial System	Repair System
Available Space (.1945)	PS	PS
System Type(s)		
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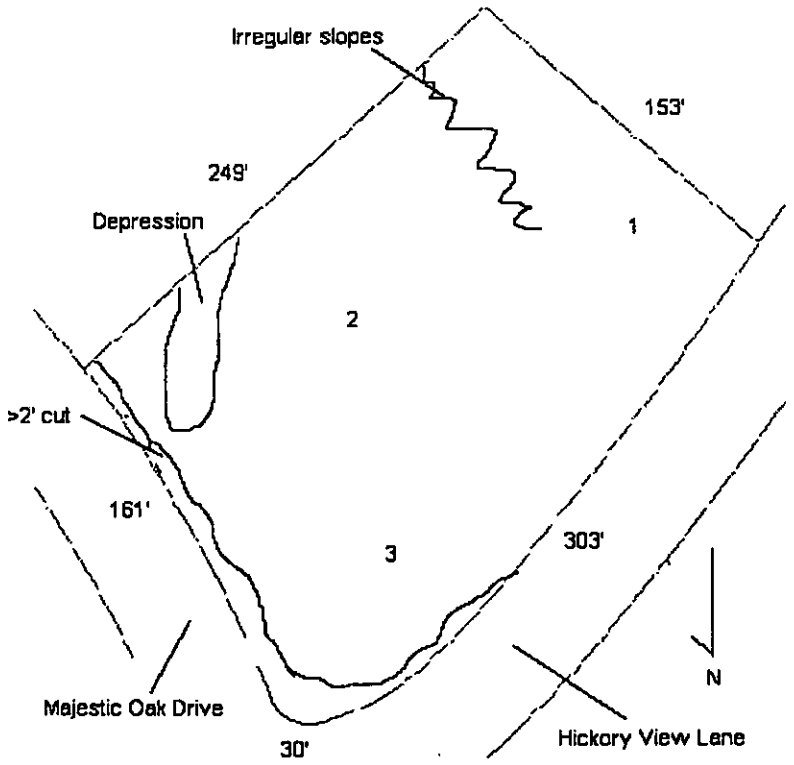
Other Factors (.1946): _____
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 9/16/2003. W. R. Marlin
Others Present:

FILE # 4677A

COMMENTS: 100% repair

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

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



ORIGINAL

4697A

VACANT LOT OFFER TO PURCHASE AND CONTRACT

NOTE: This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by a City or County and for which a plat has been recorded in the Office of the Register of Deeds in the county in which the property is located. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2) with the New Construction Addendum (Form 2A3).

Brett L. Pharr & wife, Nancy L. Pharr, as Buyer, hereby offers to purchase and Mark L. Bostian & wife, Christel W. Bostian, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of _____, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address 14801 Hickory View Lane Zip 28278
Subdivision Name Royal Oaks
Plat Reference: Lot 20 (38), Block or Section _____ as shown on Plat Book or Slide _____ at Page(s) _____ (Property acquired by Seller in Deed Book 06044 at Page 009).

NOTE: Prior to signing this Vacant Lot Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. PURCHASE PRICE: The purchase price is $ 54,700 and shall be paid as follows:

(a) $ 3,000, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by Coldwell Banker United Realtors ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

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

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

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

(e) $ 51,700, BALANCE of the purchase price in cash at Closing.

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

(a) Buyer must be able to obtain a ☐ Conventional ☐ Other: N/A loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of N/A for a term of _____ year(s), at an initial interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed _____ % of the loan amount. Buyer shall apply for said loan within N/A days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before N/A and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy

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of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Residential purposes ("Intended Use").

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

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

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

4. SPECIAL ASSESSMENTS: Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: None Street Lighting paid to Mecklenburg Co.

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

5. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are $ _____ per _____.

6. CLOSING EXPENSES: Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be $ None, excluding any portion disapproved by Buyer's lender.

7. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

~~**8. LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.~~

9. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before October 31,2003, at a place designated by Buyer. The deed is to be made to Brett L. Pharr & wife, Nancy L. Pharr.

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

10. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered.

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11. SEWER SYSTEM (check only **ONE**):

☐ Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

☐ Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied, **time being of the essence.**

☑ This contract is contingent upon Buyer obtaining an Improvement Permit or written evalution from the County Health Deparument ("County") for a (check only **ONE**) ☒ conventional or ☐ other _____ ground absorption sewage system for a *four* bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, ~~except Seller, if~~ no later than *August 31, 2003*, ~~shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections~~. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by *September 30 2003* that this condition cannot be satisfied, **time being of the essence.**

☐ Buyer has investigated and approved the availability, costs and expenses to connect to a ☐ public or ☐ community sewer system.

12. SOIL, WATER, UTILITIES AND ENVIRONMENTAL CONTINGENCY: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by *September 30, 2003* that this condition cannot be satisfied, **time being of the essence.**

13. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in Sections 11, 12 and 13 of this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

14. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.) ***Additional Provisions Addendum*** *Dual Agency Addendum*

15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

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

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

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

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

Buyer Initials _____ _____ Seller Initials _____ _____

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

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

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 8-10-03 Date: 8.9.03

Buyer Brett L. Pharr (SEAL) Seller (SEAL)
Brett L. Pharr
Mark Stephen Bostian

Date: 8-10-03 Date: 8.9.03

Buyer (SEAL) Seller (SEAL)
Nancy L. Pharr
Christal W. Bostian

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

Date 8/10/03 Firm: Coldwell Banker United

By: (Signature) Jane S. Thomas

Selling Agent/Firm/Phone Jane S. Thomas/ Coldwell Banker United/ 704-384-3300
Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☒ Dual Agent

Listing Agent/Firm/Phone Jane S. Thomas/Coldwell Banker United/ 704-364-3300
Acting as ☐ Seller's (sub)Agent ☒ Dual Agent

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ADDITIONAL PROVISIONS ADDENDUM

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Vacant Lot Offer to Purchase and Contract ("Contract"). Those provisions marked "N/A" shall not apply.

1. __X__ **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to *B/agent* _____, on or before *August 15,2003* ☐ AM ☒ PM, on _____, or until withdrawn by the Buyer, whichever occurs first.

2. __X__ **INTEREST BEARING TRUST ACCOUNT: Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the Escrow Agent named in the Contract. Any interest earned thereon shall belong to the Escrow Agent in consideration of the expenses incurred by maintaining such account and records associated therewith.**

3. __X__ **SEWER SYSTEM:** This Contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) ☒ conventional or ☐ other _____ ground absorption sewage system for a *four* bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, ~~except Seller, by no later than *August 31,2003*, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections.~~ Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by *September 30, 2003* that this condition cannot be satisfied, time being of the essence.

NSD 8/9/03 BHD

4. __N/A__ **FLOOD HAZARD ZONE:** Buyer has been advised that the Property is located in an area which the Secretary of HUD has found to have special flood hazards and that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

5. __N/A__ **APPRAISAL WITH FINANCING CONTINGENCY:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this Contract may be terminated and all earnest monies shall be refunded to Buyer. The cost of the appraisal shall be borne by Buyer.

6. __N/A__ **APPRAISAL WITHOUT FINANCING CONTINGENCY:** This Contract is not subject to a financing contingency requiring an appraisal. Buyer shall arrange to have the appraisal completed no later than midnight of _____. The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this Contract may be terminated and all earnest monies shall be refunded to Buyer. The cost of the appraisal shall be borne by Buyer.

7. __N/A__ **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This Contract is contingent upon closing of an existing contract on the Buyer's real property located at: _____ _____ on or before _____. If this contingency is not removed on or before midnight of _____, Seller may terminate this Contract and all earnest monies shall be returned to Buyer.

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8. N/A **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to month tenancies. Seller agrees to deliver to Buyer on or before _____, true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This Contract is contingent upon buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this Contract shall be terminated and all earnest monies shall be returned to Buyer. NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.

9. N/A **COST OF REPAIR CONTINGENCY:** If a reasonable estimate of the total cost of repairs required by Paragraph 12(b) and Paragraph 12(c) of the Offer to Purchase and Contract equals or exceeds $ _____, then Buyer shall have the option to terminate this Contract and all earnest monies shall be returned to Buyer.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT OR THE VACANT LOT OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER: _____ (SEAL) DATE [redacted] 8-10-03
Brett L. Pharr

BUYER: _____ (SEAL) DATE 8-10-03
Nancy L. Pharr

SELLER: _____ (SEAL) DATE 8.9.03
Mark Stephen Bostian

SELLER: _____ (SEAL) DATE 8.9.03
Christal W. Bostian

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