

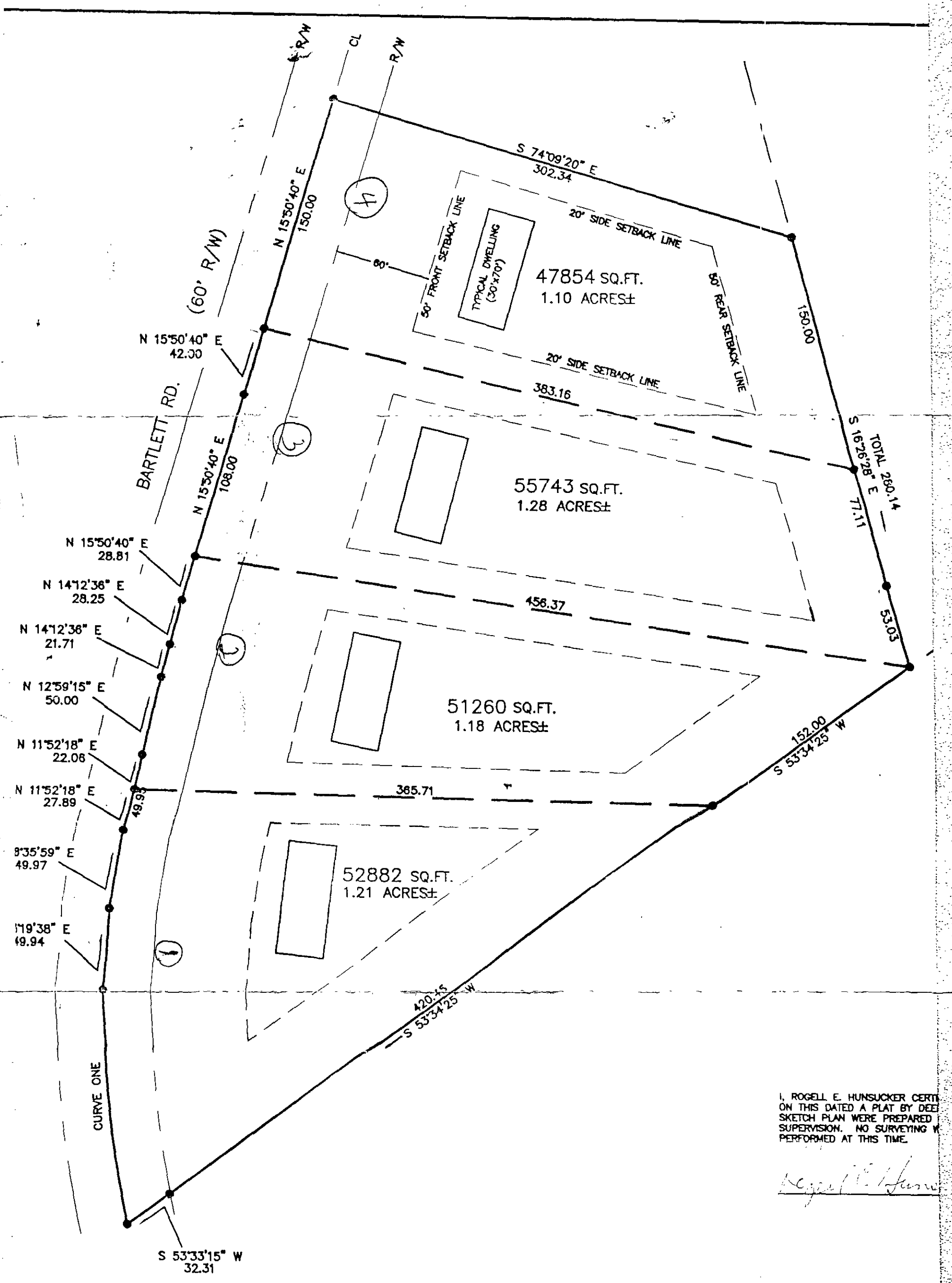
9220 BARTLETT RD

13937117

12/31/2007

duponbj

Groundwater and Wastewater Services File Imaging Project
May 2007
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I, ROGELL E. HUNSUCKER CERTI
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SKETCH PLAN WERE PREPARED
SUPERVISION. NO SURVEYING W
PERFORMED AT THIS TIME.

60 30 0

SCALE IN FEET

Mecklenburg County Groundwater & Wastewater Services
700 N. Tryon St., Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

NC DENR
Division of Environmental Health
On-Site Wastewater Section

OPERATION PERMIT for an ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

File #: 26948 Permit #: _____ Tax Parcel #: 189-371-15 17 55

Property Owner: CLIFF MULLIS

Job Location Address: 9200 BARTLETT RD.

City: CHARLOTTE State: NC Zip Code: 28227

Operation Permit Issuance Date: 8/25/06 Contractor Name: BEADE EDDY

Permitted Design Flow: 360 GPD

Liquid Capacity of Septic Tank: 1600 gallons

Liquid Capacity of Dosing Tank: N/A gallons

Effluent Pump Model: N/A

Drainfield Installation ☐ N/A

Trench Depth: 20 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: 300 feet

# of Lines: 4 @ 75 feet INNOVATIVE 25% REDUCTION

Depth of Media: N/A inches (Type) E-Z FLOW

Depth of Cover: 12 inches

Distribution Device: DROP BOX

Inspection Dates

Tank(s) Inspected: 8/25/06

Excavation Inspected: 8/25/06

Pump & Controls Inspected: N/A

Bed Installation *(For Repair Installations ONLY.)* ☑ N/A

Bed Depth: _____ inches

Bed Width: _____ feet

Total line length: _____ feet

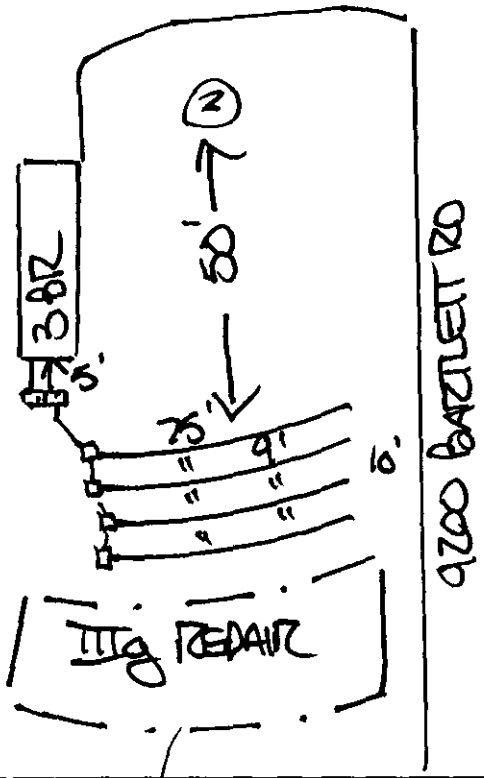
# of Lines: _____ @ _____ feet

Depth of Media: _____ inches (Type) _____

Depth of Cover: _____ inches

Distribution Device: _____

SKETCH OF SYSTEM INSTALLATION
(As-Built Drawing)



Water Supply Source

☐ Municipal ☑ Private Well ☐ Community Well

☐ Other _____

System Installation Setbacks

Distance from Building Foundation: 5 feet

Distance from Property Line: 10 feet

Distance from Water Supply Source: 50 feet

The undersigned has inspected the Septic Tank System described above, and certifies it has been ☑ installed ☐ altered ☐ repaired ☑ as detailed in the plot above ☐ in accordance with the permit issued 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. The issuance of this Operation Permit does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1900 in addition to those listed below under "Comments." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the Suspension or Revocation of this permit.

Comments: System Classification & Type: IIIg, INNOVATIVE, 25% REDUCTION, E-Z FLOW
4 LINES @ 75' EA, DROP BOX DISTRIBUTION, 50' FROM WELL

DENR Authorized Agent: DAVID CORNELIUS, RS Signature: DAVID CORNELIUS, RS

Mecklenburg County Groundwater & Wastewater Services
700 N. Tryon St., Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

NC DENR
Division of Environmental Health
On-Site Wastewater Section

INSTALLATION APPROVAL for an ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

File #: 26944B Permit #: _____ Tax Parcel #: 139-371-17 ~~15~~

Property Owner: CLIFF MULLIS

Job Location Address: 9200 BARTLETT RD.

City: CHARLOTTE State: NC Zip Code: 28227

Installation Approval Issuance Date: 8/24/00

Permission is hereby given to ☑ install ☐ alter ☐ repair an on-site wastewater treatment & and disposal system, with subsurface soil absorption and effluent discharge, as specified herein at the described location. This approval is granted based upon the application information submitted to our office. All work shall be completed on or before _____, after which date this approval 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 granting this approval. 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 of hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.

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

Permitted Design Flow: ~~440~~ 360 GPD

Site LTAR: 0.3 GPD/ft² (For new installations only.)

Liquid Capacity of Septic Tank: 1600 gallons

Liquid Capacity of Dosing Tank: N/A gallons

Drainfield Design ☐ N/A

Trench Depth: 20 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: ~~400~~ feet 300 INNOVATIVE.

# of Lines: 4 @ 75 feet 25% REDUCTION

Depth of Media: N/A inches (Type) E-Z FLOW

Distribution Device: DROP BOX

Bed Design *(For Repair Installations ONLY.)* ☑ N/A

Bed Depth: _____ inches

Bed Width: _____ feet

Total line length: _____ feet

# of Lines: _____ @ _____ feet

Depth of Media: _____ inches (Type) _____

Distribution Device: _____

Water Supply Source

☐ Municipal ☑ Private Well ☐ Community Well

☐ Other _____

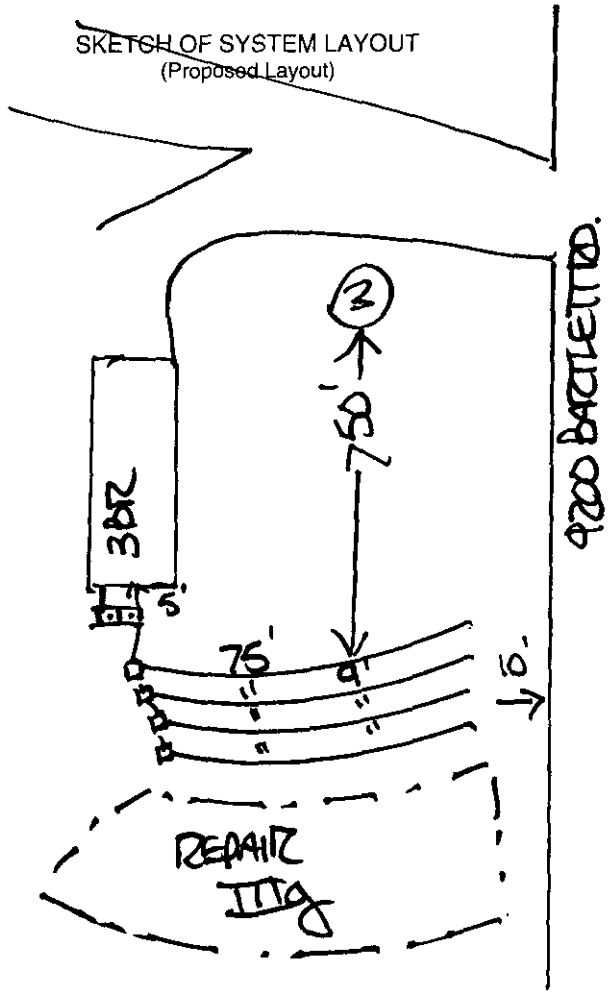
Minimum System Setbacks

Distance from Building Foundation: 5 feet

Distance from Property Line: 10 feet

Distance from Water Supply Source: 750 feet

SKETCH OF SYSTEM LAYOUT
(Proposed Layout)



Comments: System Classification & Type: ITTQ, INNOVATIVE, 25% REDUCTION. INSTALL 4 LINES @ 75' EA, DROP BOX DISTRIBUTION.

DENR Authorized Agent: DAVID CARMELLOS, RS Signature: _____

FEE: $300.00
DATE: 7/6/05 VAW

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

HD 13 7420 ACS

PERMIT NUMBER: 2694-B 17
PARCEL NUMBER: 139-371-~~15~~

JOB LOCATION ADDRESS: 9220 Bartlett Road
PROPERTY OWNER: Cliff Mullis
BUILDING CONTRACTOR: ____
SUBDIVISION NAME: ____
AUTHORIZATION ISSUED BY: Jackson A Walker DATE: 06/28/05

Jack C. Walker
DENR/DEH AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 2694-B, 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 THE 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 CONSTRUCTION AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. THIS CONSTRUCTION AUTHORIZATION AS PROVIDED IN G.S. 130A-335(f) AND G.S. 130A-336(b) SHALL BE VALID FOR A PERIOD EQUAL TO THE VALIDITY OF THE IMPROVEMENT PERMIT, NOT TO EXCEED 60 MONTHS.

5. OTHER CONDITIONS:

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: **2694B** Tax Number: **139-371-17**

- 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

Primary Wastewater System

Type: ☐ 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:

.3 Long-term acceptance rate (GPD/ft^2)	360 Max gallons/day wastewater flow	1200 Absorption Area (ft^2)	9 Trench spacing (min. on centers) (ft)
Serviced by private well: ☒ Yes ☐ No	1500 Gallon septic tank	400 Total trench length (ft)	30 Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
3 Bedrooms in residence	____ Gallon pump tank	12 Depth of stone (in)	

Any surface water present: Type: Minimum separation distance (ft):

Additional conditions: **Use drop boxes for serial distribution**

Repair Area System

Type: ☐ 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:

1200 Absorption Area (ft^2) 400 Total trench length (ft)	12 Depth of stone (in)	9 Trench spacing (min. on centers) (ft)	30 Maximum trench depth (in)

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. The approval is granted in accordance with the provisions of Laws and Rules For Sewage Treatment, and Disposal Systems 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.

6-29-05
DENR Authorized Agent Date

7/06/05
Owner/Agent Signature Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE: (704) 336-5103
FAX: (704) 336-6894

NC DENR
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

PROPOSED PLOT PLAN

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

2694B
FILE: ~~139-371-15~~
TC: 139-371-~~15~~17

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.

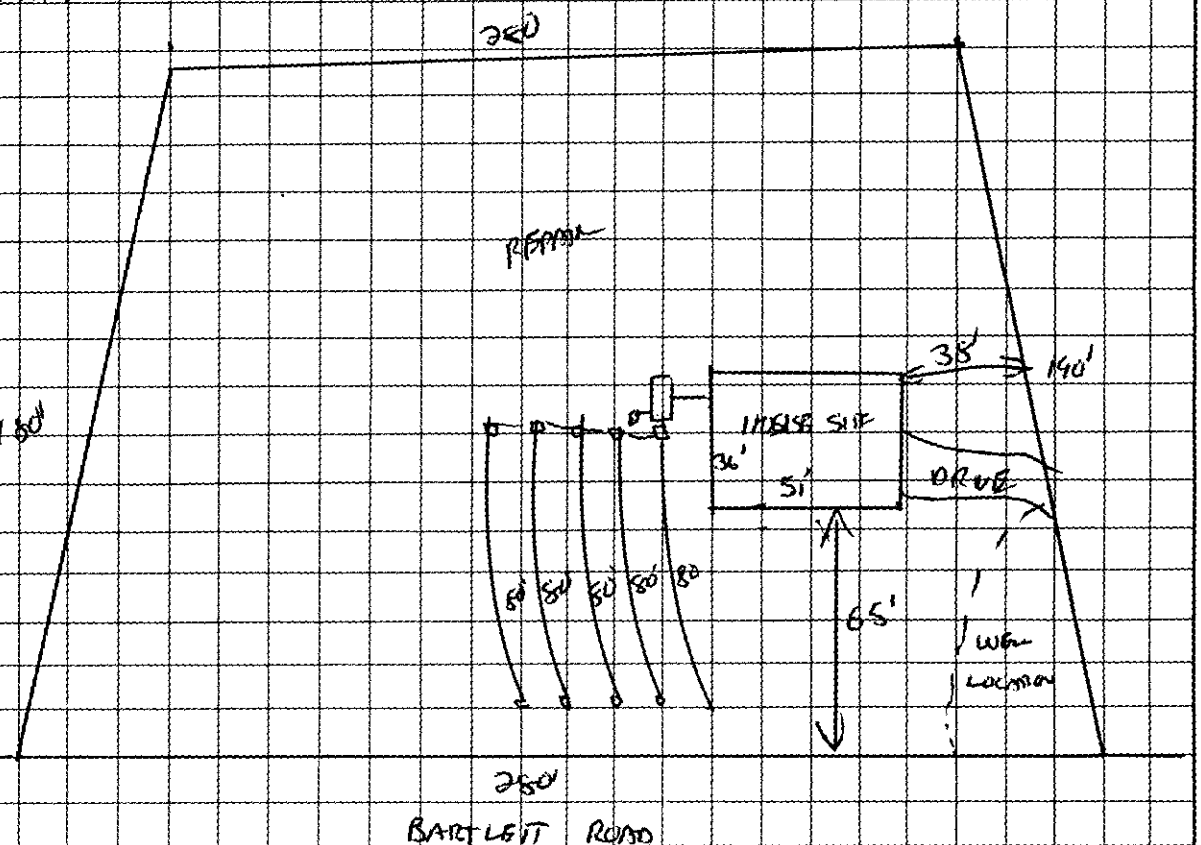
SCALE, 1" = 50'

PERMIT FOR
CLIFTON MULLIS
BARTLETT ROAD

(1) INSTALL 1500 gal ST, 400 FEET OF DRAINLINE IN 5 LINES, 80' LONG.

(2) UTILIZE DROP BOXES FOR SEPTIC DISTRIBUTION.

(3) LOCATE ALL WELLS 100' FROM ALL PARTS OF SEPTIC SYSTEM.



OWNER/AGENT SIGNATURE

DATE 7/06/05

APPROVAL DATE 6/28/05

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

Sheet: 1 of 2
Property ID # PO 139-371-15 17 AES
Lot #:
File #: 2694B
Code: 1

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Clifton M. Mullis
Applicant:
Address: 9200 Bartlett Road, Charlotte, N. C. 28227
Date Evaluated: 6/17/2005
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: 1.0a
Location of Site: Bartlett Road
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 10	0-5	GR/CL	FR/SEXP/SS/SP	>49" TO SOIL WETNESS	49	N/A	NONE	PS, IV .3GPD/FT^2
		5-40	SBK/C	FI/SEXP/S/P					
		40-49	SBK/CL	FR/SEXP/SS/SP					
2	"	0-6	GR/CL	"	>48" TO SOIL WETNESS	48	"	"	"
		6-42	SBK/C	FI/SEXP/S/P					
		42-48	SBK/CL	FR/SEXP/SS/SP					
3	"	0-18	GR/CL	"	"	"	"	"	"
		18-48	SBK/C	FI/SEXP/S/P					

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

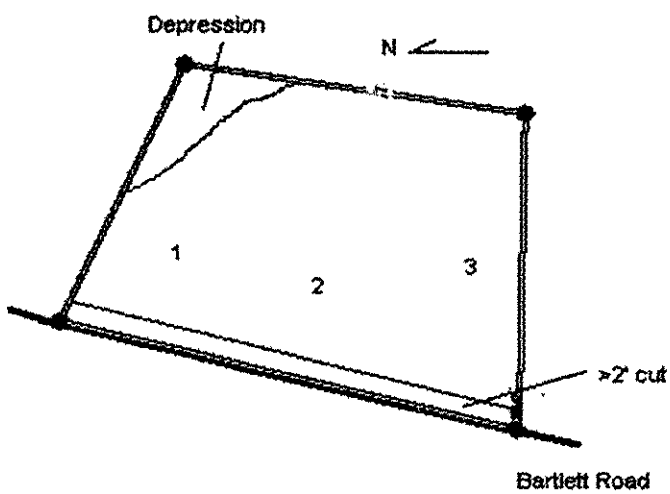
Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 6/20/2005 W. R. Marlin
Others Present: C. Mullis

COMMENTS:
100% repair

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Food Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace		CL-Clay Loam		
FP-Flood Plain		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



pd 5/23/05 DP

1314

GWS – RES. APP 12/04

SEPTIC FEE
DATE
CRT

PERMIT APPLICATION FOR A RESIDENTIAL SITE IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATION FOR ON-SITE WASTEWATER SYSTEM NEW WELL INSTALLATION OR REPAIR OF EXISTING WELL MECKLENBURG COUNTY GROUNDWATER & WASTEWATER SERVICES

WELL FEE
DATE
CRT

FILE # 269413

SEPTIC / TYPE APPLICATION: ☐ NONE ☑ NEW SYSTEM EXISTING SYSTEM: ☐ EXPANSION/ALTERATION ☐ REPAIR

WELL / TYPE APPLICATION: ☐ NONE ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

JOB LOCATION INFORMATION:

TAX/PARCEL #: 139371~~5~~

STREET ADDRESS: ~~9200~~ Bartlett Rd.

CITY: Charlotte

STATE: NC ZIP: 28227

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT #:

TOWNSHIP:

☑ 0-MECKLENBURG ☐ 4-PINEVILLE
☐ 1-CHARLOTTE ☐ 5-MATTHEWS
☐ 2-DAVIDSON ☐ 6-HUNTERSVILLE
☐ 3-CORNELIUS ☐ 7-MINT HILL

BUILDING INFORMATION:

TYPE OF BUILDING:

☐ SINGLE MOBILE HOME (S) ☐ MODULAR HOME (M)
☐ DOUBLE WIDE (D) ☐ MULTIPLE FAMILY (U)
☑ HOUSE (H) ☐ OTHER

HEATED SQUARE FOOTAGE: 1800

NUMBER OF BEDROOMS: 3

NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☑ CRAWLSPACE ☐ BASEMENT WITH NO PLUMBING

IF PLANNING TO EXPAND/ALTER THE EXISTING SYSTEM INDICATE THE FOLLOWING CHANGES:

NUMBER OF BEDROOMS TO BE ADDED: NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE:

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☐ NO TYPE:

WATER SUPPLY:

☐ MUNICIPAL (M) ☐ PUBLIC (C) ☑ PRIVATE WELL (P) ☐ SHARED WELL (S) ☐ OTHER 'SPRINGS' (O)

PROPOSED USE OF WELL: ☐ N/A ☐ IRRIGATION ☑ POTABLE ☐ GEOTHERMAL ☐ OTHER

ARE ANY OF THE FOLLOWING LOCATED ON THE PROPERTY? IF SO, PLEASE SHOW LOCATION ON SITE PLAN/PLAT.

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☑ NO	WELLS, SPRINGS, OR WATER LINES	☐ YES	☑ NO
EXISTING WASTEWATER SYSTEMS	☐ YES	☑ NO	DESIGNATED WETLANDS	☐ YES	☑ NO
EASEMENTS OR RIGHT-OF-WAYS	☐ YES	☑ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☑ NO

PROPERTY OWNER:

NAME: Clifton M. Mullis

ADDRESS: 9200 Bartlett Rd

CITY: Charlotte

STATE: N.C ZIP: 28227

HOME PHONE: 704-573-4574 WORK PHONE:

MOBILE PHONE: 704-506-0227 FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:

ADDRESS:

CITY:

STATE: ZIP:

HOME PHONE: WORK PHONE:

MOBILE PHONE: FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?

WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY?

*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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Clifton M. Mullis 07/26/05

Owner's/Agent's Signature Date

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

*A Well 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 the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

Owner's/Agent's Signature Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202
704-336-5103 / FAX: 704-336-6894

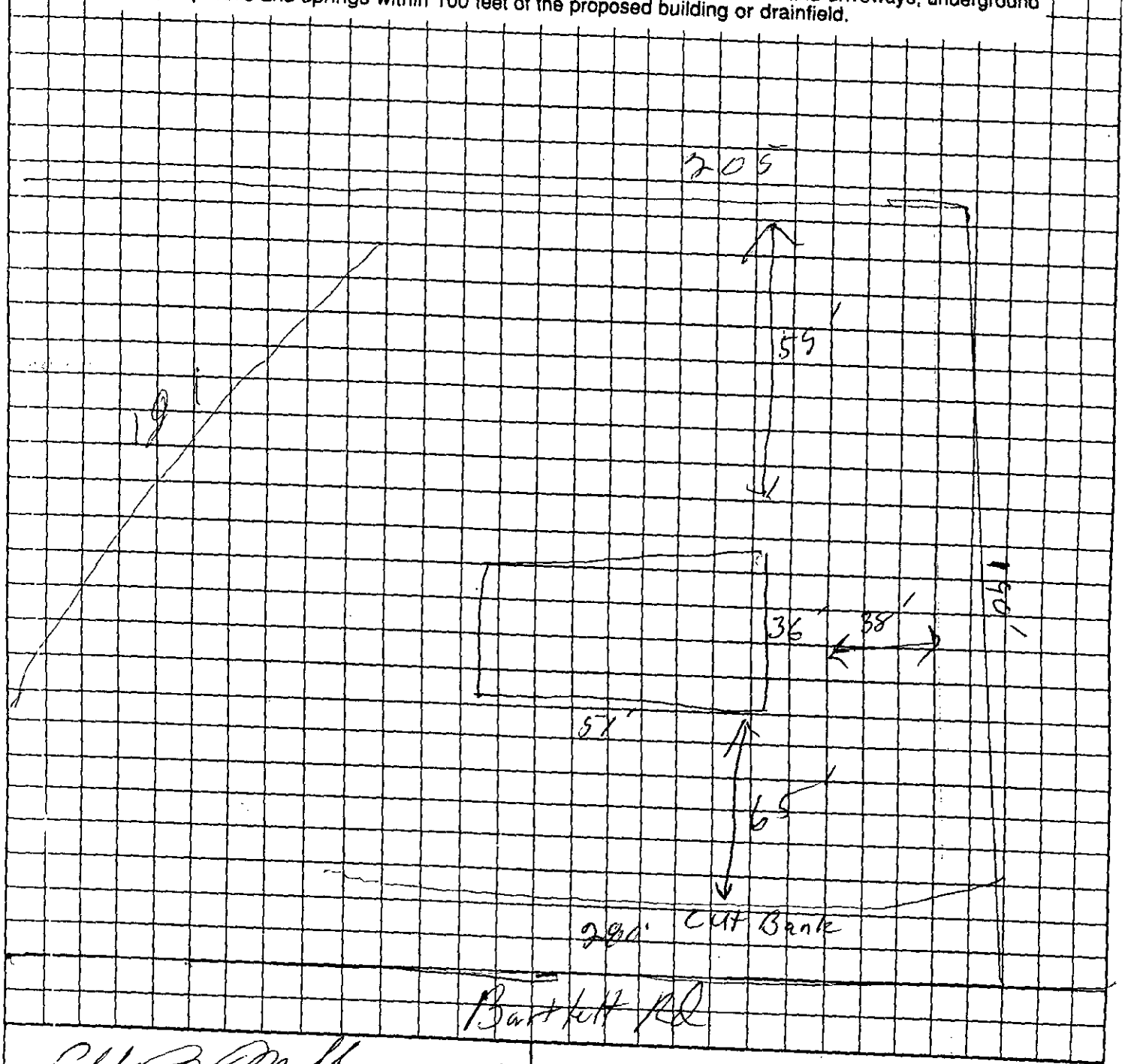
PROPOSED PLOT PLAN

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

FILE: 2694B

TC: 139371~~E~~17

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 5/23/05

APPROVAL DATE

White - Health Department's Copy

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date: 07/06/05
Receipt #: 35602
Check / Auth #: CHECK 2018
Received By: WALKEVA

Amount: 150.00
Tendered: 150.00
Returned: 0.00

Account Information

Account #: 200000
Contractor: MULLIS CLIFTON
Attn:
Address: 9200 BARTLETT ROAD
Address:
City/State/Zip: CHARLOTTE, NC 28227

Item	Description	Permit#	Quantity	Unit Price	Total Price
0734	Auth for Waste Wtr Sys Constr 9200 BARTLETT ROAD		1	150.00	150.00

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

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date: 07/06/05
Receipt #: 35601
Check / Auth #: CHECK 2018
Received By: WALKEVA

Amount: 150.00
Tendered: 150.00
Returned: 0.00

Account Information

Account #: 200000
Contractor: MULLIS CLIFTON
Attn:
Address: 9200 BARTLETT ROAD
Address:
City/State/Zip: CHARLOTTE, NC 28227

Item	Description	Permit#	Quantity	Unit Price	Total Price
0703	Installation/Final Approval 9220 BARTLETT ROAD		1	150.00	150.00

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

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

chk

FEE: 300 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 3/6/95 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: _____ PERMIT NO: 2694B

PARCEL NO: 139-051-03

JOB LOCATION ADDRESS: Bartlett Road

PROPERTY OWNER: Clifton Mullis

BUILDING CONTRACTOR: _____

SUBDIVISION NAME: _____

AUTHORIZATION ISSUED BY: _____ DATE: _____

DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

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

X Clifton Mullis 4/15/95

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: 2694B

Tax Number: 139-051-03

- 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	X 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	
1.5 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
yes Serviced by private well	1500 Gallon septic tank	400 Total trench length (ft)	34" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	___ Gallon pump tank	12" Depth of stone		
Any surface waters present:	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions: (1) INSTALL EFFLUENT FILTER V OF D				
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	
1200 Absorption Area (Sq ft) 400 Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	34" 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.

DEHNR Authorized Agent — Date 4-14-99

X Owner/Agent Signature — Date 4/19/99

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

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

PROPOSED PLOT PLAN

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

FILE: 2644B

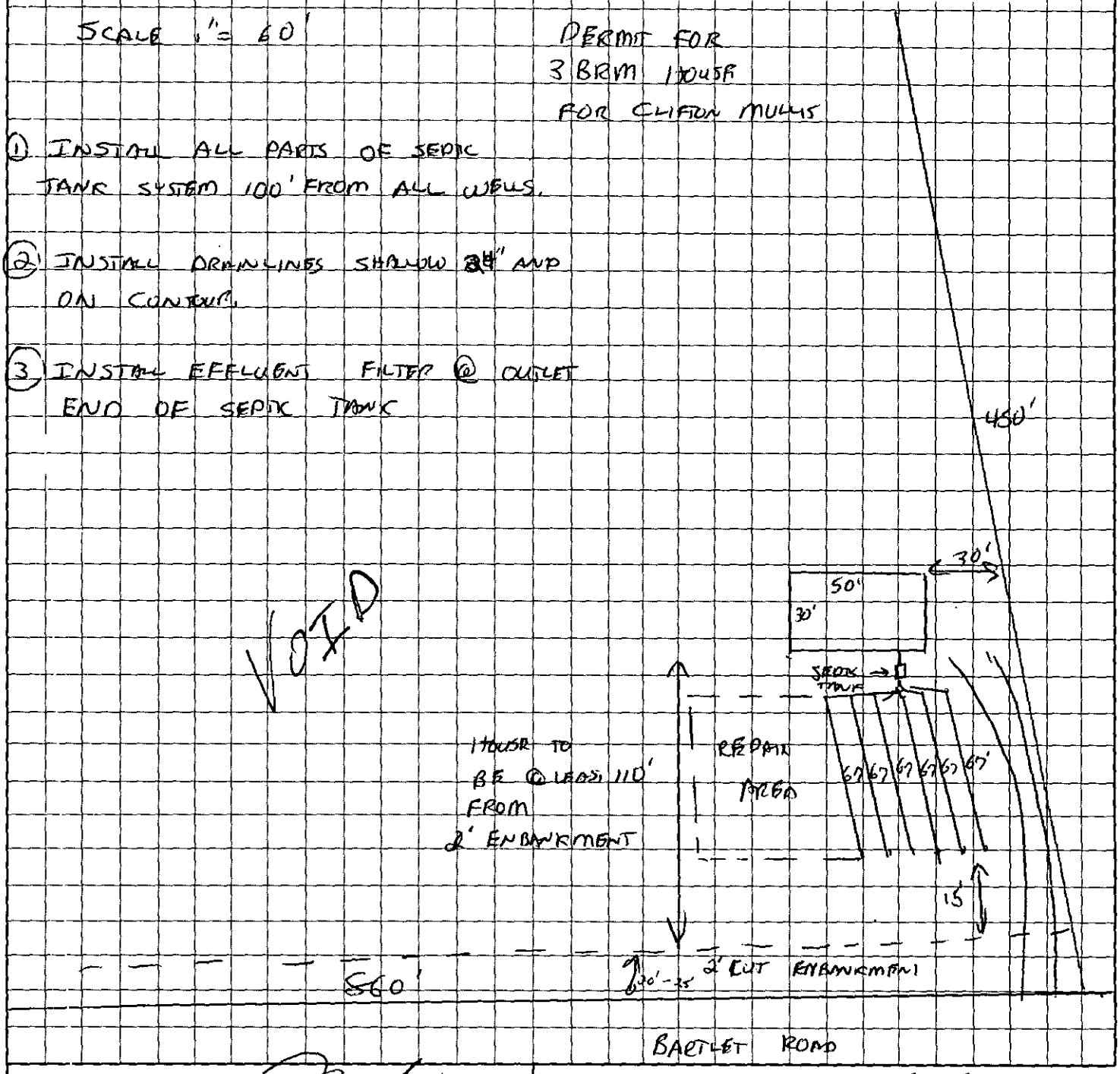
TC: 139-051-03

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.

SCALE 1" = 60'

PERMIT FOR
3 BRM HOUSE
FOR CLIFTON MULLIS

1. INSTALL ALL PARTS OF SEPTIC TANK SYSTEM 100' FROM ALL WELLS.
2. INSTALL DRAINLINES SHALLOW 24" AND ON CONTOUR.
3. INSTALL EFFLUENT FILTER @ OUTLET END OF SEPTIC TANK



VOID

OWNER/AGENT SIGNATURE

DATE 4/15/99

APPROVAL DATE 4-14-99

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

#2 400

Sheet: _____
Property ID: PO 139-051-03
Lot #: 2
File #: 2694B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Nelson M. Carstevens
APPLICANT: Clifton M. Muller
ADDRESS: 3428 Seward Place, Charlotte
DATE EVALUATED: 4-6-99
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 360 PROPERTY SIZE: 1.69
LOCATION OF SITE: Bartlett Acres PROPERTY RECORDED: _____

WATER SUPPLY: ☒Private ☐Public ☐Well ☐Spring ☐Other _____

EVALUATION METHOD: ☐Augur Boring ☐Pit ☐Cut

TYPE OF WASTEWATER: ☐Sewage ☐Industrial Process ☐Mixed

PROFILE #	Slopes 6-15% .1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS	0-7"	gr/cl	Fr/SEXP/SS/SP	744" TO Soil Wetness	49"	N/A	None	PS .39 F2 LL
		7-49"	SBK/c	F:/SEXP/SIP					
2	LS	0-6"	gr/cl	Fr/SEXP/SS/SP	736" TO Soil Wetness	36"	N/A	None	PS .39 F2 LL
		6-36"	SBK/c	F:/SEXP/SIP					
3	LS	0-6"	gr/cl	Fr/SEXP/SS/SP	749" TO Soil Wetness	49"	N/A	None	PS .39 F2 LL
		6-49"	SBK/c	F:/SEXP/SIP					
4	LS	0-2"	gr/cl	Fr/SEXP/SS/SP	739" TO Soil Wetness	39"	N/A	None	PS .39 F2 LL
		2-39"	SBK/c	F:/SEXP/SIP					
5	LS	0-6"	gr/cl	Fr/SEXP/SS/SP	727" TO Soil Wetness	27"	N/A	None	US .12 F2 LL
		6-27"	SBK/c	F:/SEXP/SIP					
6	LS	0-3"	gr/cl	Fr/SEXP/SS/SP	720" TO Soil Wetness	20"	N/A	None	US LL
		3-20"	SBK/c	F:/SEXP/SIP					

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W. R. Mullis LSS 4-7-99
OTHER(S) PRESENT: _____

FILE # 26943

COMMENTS 100% Repair - Will probably need pump

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

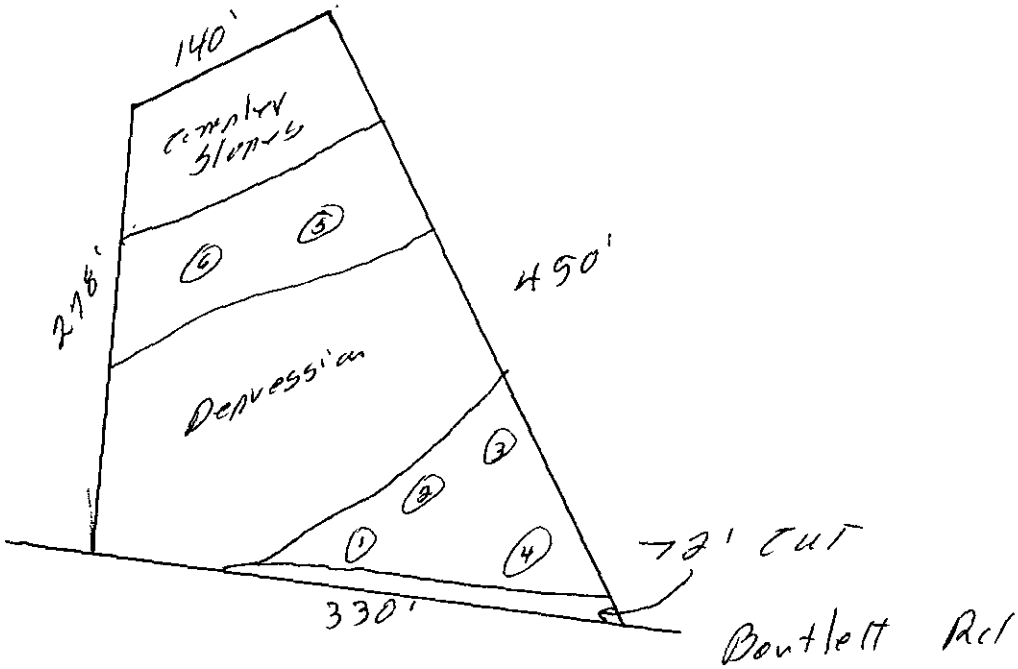
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



FEE: 500.00 Ck# 1164

DATE: 3-16-99

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

[ ] CRT

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

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

FILE #: 26945 (for 26958)

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 139-051-03-001 pt

STREET ADDRESS: ~~9700~~ Bartlett Rd.

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 2

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1500

NUMBER OF BEDROOMS: 2-3

NUMBER OF OCCUPANTS: 2

CLOSING DATE 3-30-99

FOUNDATION FOR RESIDENCE:

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

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES ✓ NO TYPE: _____

WATER SUPPLY (CHECK ONE):

__ COMMUNITY (C)
__ MUNICIPAL (M)
✓ PRIVATE WELL (P)
__ SHARED WELL (S)
__ OTHER 'SPRINGS' (O)

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

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

PROPERTY OWNER:

NAME: (LAST) Cisstevens (FIRST) Nelson (MI) M

ADDRESS: 3428 Seward Place

CITY: Char STATE: NC ZIP: 28211

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) Mullis (FIRST) Clifton (MI) M

DAYTIME PHONE: (704) 350-7726 pager

704-291-9780 home

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: Clifton M. Mullis DATE: 3-15-99

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

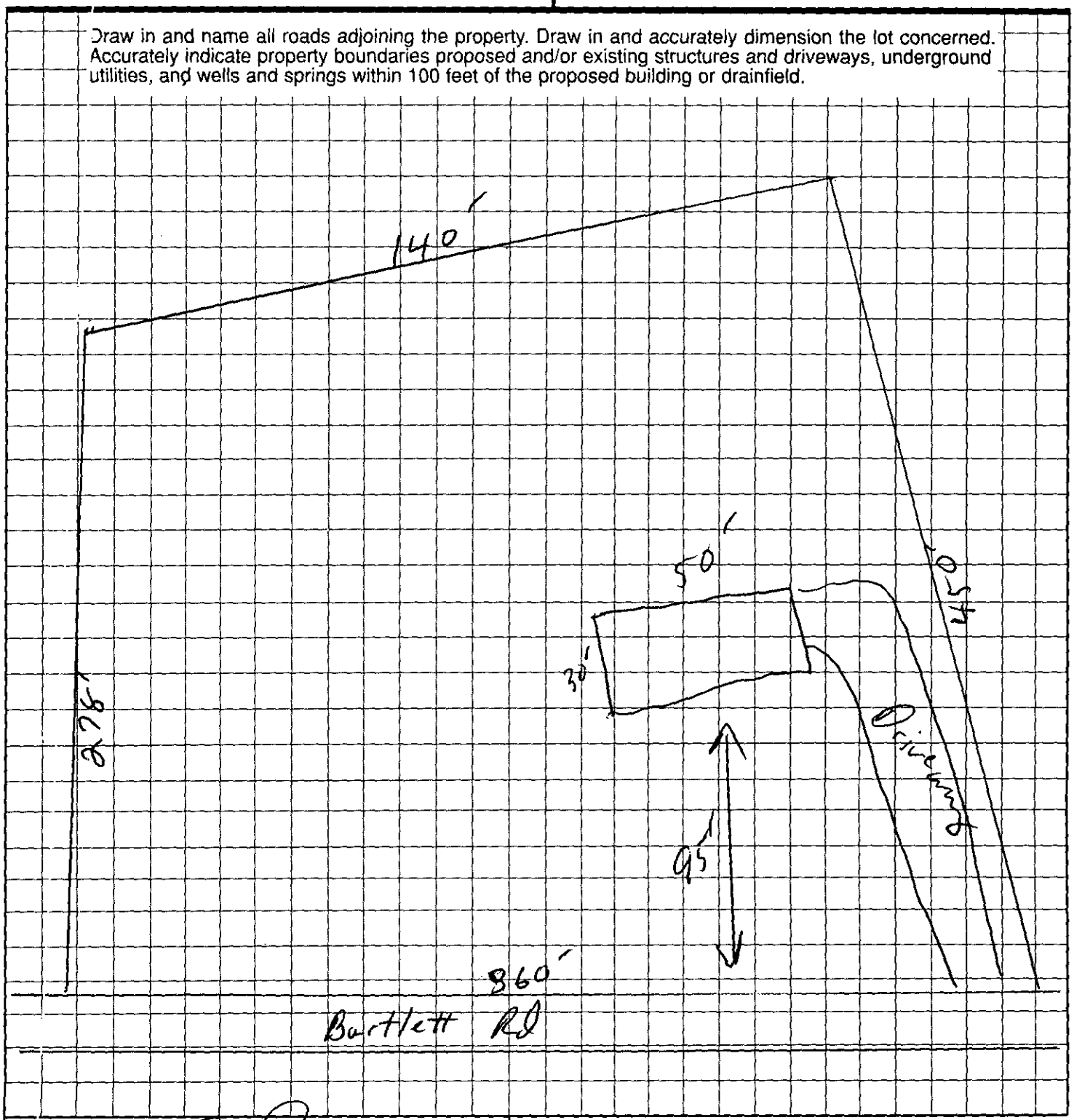
PROPOSED PLOT PLAN

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

FILE: 2694B (Sub 2653B)

TC: 139-051-03 80

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 3/15/95

APPROVAL DATE _____

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

MAR 15 '99 11:50
FEB. 24. 1999 9:40AM RE/MAX MASTERS 2694/6 NO. 8312

OFFER TO PURCHASE AND CONTRACT

3/15/99

Cliff & Monica Mullis, hereby offers to purchase and Nelson & Barbara Carstens, as Buy
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of _____, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address 9200 Bantleff Zip 28227
Legal Description: 139-510-3-001
(☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, _____ County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

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

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

4. **PURCHASE PRICE:** The purchase price is $ ~~Ten thousand~~ 73,000 and shall be paid as follows:
(a) $ 500.00 EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by RE/MAX MASTERS as 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 _____
(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) $ 72,500 BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before _____, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other _____ loan at a ☒ Fixed Rate ☐ Adjustable Rate ☐ Other: _____ in the principal amount of 90% for a term of 15 year(s), at an interest rate not to exceed MKT % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: NONE
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for RESIDENTIAL purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

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

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are $ 0 per 0.

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

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

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

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

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. Those provisions marked "N/A" shall not apply.

1. N/A **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to _____, on or before _____ ☐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 Offer to Purchase and 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 **SEPTIC TESTS:** This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department, that the Property is "SUITABLE" for a conventional ground absorption sewage system for a ~~_____ bedroom home~~, or 2 RESIDENTIAL Single Family Homes. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of 3-15-99

4. X **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for WELL & SEPTIC TANK. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of 3-15-99

5. 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 will be necessary to purchase flood insurance in order to obtain any loan secured by the property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government.

6. X **APPRAISAL:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. In the event 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 MARCH 15th, 1999. In any event, the cost of the appraisal shall be borne by the 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 _____. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. 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.

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 the 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.

9. N/A **COST OF REPAIR CONTINGENCY:** If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12 (b) and the wood destroying insect report as described in Paragraph 12 (c) of the Offer to Purchase and Contract equals or exceeds $_____ 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, THIS ADDENDUM SHALL CONTROL.

Buyer: _____ (SEAL) Date 2-16-99

Buyer: _____ (SEAL) Date 2-16-99

Seller: _____ (SEAL) Date _____

Seller: _____ (SEAL) Date _____

Copyright © 1996

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

DATE: 12-3-98 PERMIT NO: 2694B
PARCEL NO: 139-051-03 PO

JOB LOCATION ADDRESS: BARTLETT ROAD, LOT #3
PROPERTY OWNER: JIMMY GRANT ALLEN
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: _____ DATE: 12-3-98
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. _____, 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: 2694B

Tax Number: 139-051-03 P0

- 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	X No	___ Partial Basement
Type Primary Wastewater System Type (circle one): I (II) III IV V VI	___ Conventional ___ Prefabricated, permeable block panel system X Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1
3 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	5' Trench spacing (min. on centers)
yes Serviced by private well	500 Gallon septic tank	400 Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
3 Bedrooms in residence	NA Gallon pump tank	12" Depth of stone	
Any surface waters present:	Type:	Minimum separation distance:	
Site modifications required:			
Additional Conditions: SEE PLOT PLAN VOID			
Repair Area System Type Type (circle one): I (II) III IV V VI	___ Conventional ___ Prefabricated, permeable block panel system X Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1
1200 Absorption Area (Sq ft) ___ 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 t 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 eff 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 Departme
- This Improvement permit is transferable.

Andrew Adkins RS 12-3-98

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

PROPOSED PLOT PLAN

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

FILE: 2694B

TC: 139-051-03 PO

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.

SCALE 1" = 60'

PERMIT FOR
JIMMY GRANT ALLEN
LOT 3
BARTLET ROAD

(1) INSTALL DRAIN LINES SITUATION (24") AND ON CONTOUR OF LAND.

(2) LOCATE ALL PARTS OF SEPTIC TANK SYSTEM 100' FROM ALL WELLS

(3) INSTALL DRAIN LINES NO CLOSER THAN 15' TO A VERTICAL CUT OF 2 OR MORE FEET.

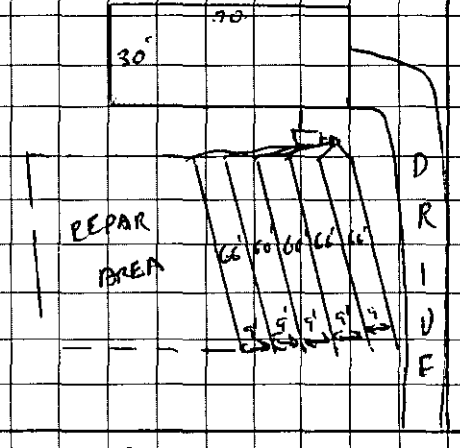
(3) INSTALL ALL PARTS OF SEPTIC TANK SYSTEM 5' OR MORE FROM FOUNDATIONS OF BUILDINGS.

(4) INSTALL WELL 50' FROM PROPERTY LINE OR MAKE SURE WELL IS 100' FROM SEPTIC TANK SYSTEMS ON ADJACENT PROPERTIES

383'

456'

VOID



BARTLET ROAD
LOT #3

APPROVAL DATE 12-3-58 [signature]

OWNER/AGENT SIGNATURE

DATE

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

EPARTMENT OF ENVIRONMENT, HEALTH, AND NATURAL RESOURCES
IVISION OF ENVIRONMENTAL HEALTH
N-SITE WASTEWATER SECTION

2 (40°)

Sheet ____
PROPERTY ID #: PO139-05103
Lot # : 3
File # : 26943

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Nelson Castleman APPLICANT: Grant Allen
ADDRESS: 3126 Seward Place Charlotte DATE EVALUATED: 11-9-96
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 360gpd / PROPERTY SIZE: 1.26
LOCATION OF SITE: Bartlett Road PROPERTY RECORDED: ____
WATER SUPPLY: ☒ ~~Private~~ ☐ Public ☒ Well ☐ Spring ☐ Other ____
EVALUATION METHOD: ☒ ~~Auger Boring~~ ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☒ ~~Sewage~~ ☐ Industrial Process ☐ Mixed

PROFILE #	3 runs @ 20' .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-9"	gr/scl	Fr/SEXP/SS/SP	7.5YR 41" TO soil wetness	41"	N/A	None	PS .39 Fz IV
		9-41"	sBK/c	Fi/SEXP/SIP					
2	LS	0-2"	gr/cl	Fr/SEXP/SS/SP	7.5YR 48" TO soil wetness	48"	N/A	None	PS .39 Fz III
		2-41"	sBK/c	Fi/SEXP/SIP					
		41-48"	sBK/c	Fr/SEXP/SS/SP					
3	LS	0-2"	gr/cl	Fr/SEXP/SS/SP	7.5YR 29" TO soil wetness	29"	N/A	None	US III .39 Fz
		2-25"	sBK/c	Fi/SEXP/SIP					
		25-29"	sBK/cl	Fr/SEXP/SS/SP					
4	LS	0-3"	gr/cl	Fr/SEXP/SS/SP	7.5YR 48" TO soil wetness	48"	N/A	None	PS IV .39 Fz
		3-43"	sBK/c	Fi/SEXP/SIP					
		43-48"	sBK/cl	Fr/SEXP/SS/SP					
5	LS	0-2"	gr/cl	Fr/SEXP/SS/SP	7.5YR 42" TO soil wetness	42"	N/A	None	PS IV .39 Fz
		2-42"	sBK/c	Fi/SEXP/SIP					

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

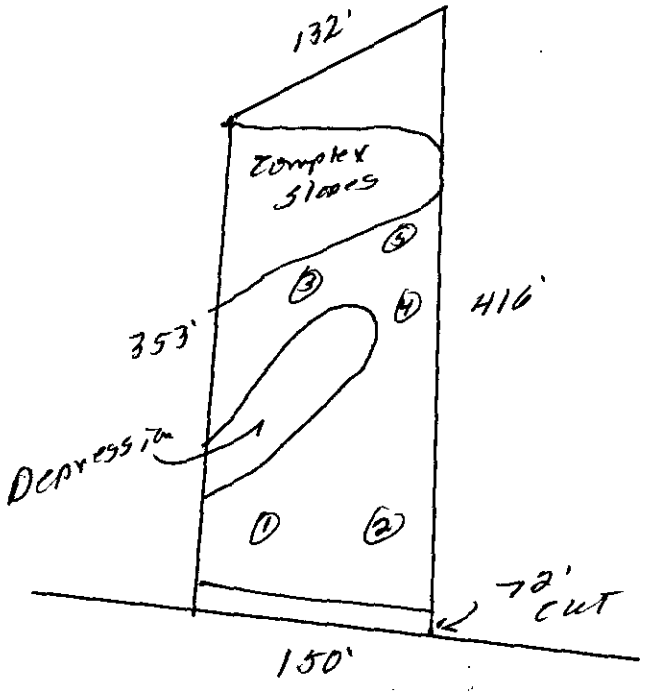
OTHER FACTORS (.1946): ____
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W. B. Neal 11-10-96
OTHER(S) PRESENT: LS

2694B

COMMENTS 100% Repair

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

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



Bank left RL

FEE: 100 Cash
DATE: 10/6/98

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

[ ] CRT

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

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

FILE #: 26945

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 139-051-03 00180

STREET ADDRESS: ~~7200~~ Bartlett Ct Chas NC 28227

TYPE OF BUILDING (CHECK ONE):

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

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 3

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1500 - 1800

NUMBER OF BEDROOMS: 3

NUMBER OF OCCUPANTS:

CLOSING DATE_____

FOUNDATION FOR RESIDENCE:

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

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES ✓ NO TYPE: _____

WATER SUPPLY (CHECK ONE):

__ COMMUNITY (C)
__ MUNICIPAL (M)
✓ PRIVATE WELL (P)
__ SHARED WELL (S)
__ OTHER 'SPRINGS' (O)

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

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

PROPERTY OWNER:

NAME: (LAST) Lassiter (FIRST) Nelson (MI) M

ADDRESS: 3424 Seward Pl

CITY: STATE: ZIP: 28211

DAYTIME PHONE: ( ) -

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) Harper (FIRST) Kay (MI)

DAYTIME PHONE: (704) 545-1196

Grant Allen
784-7100 Ext 11

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: Jimmy Grant Allen DATE: 10-6-98

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

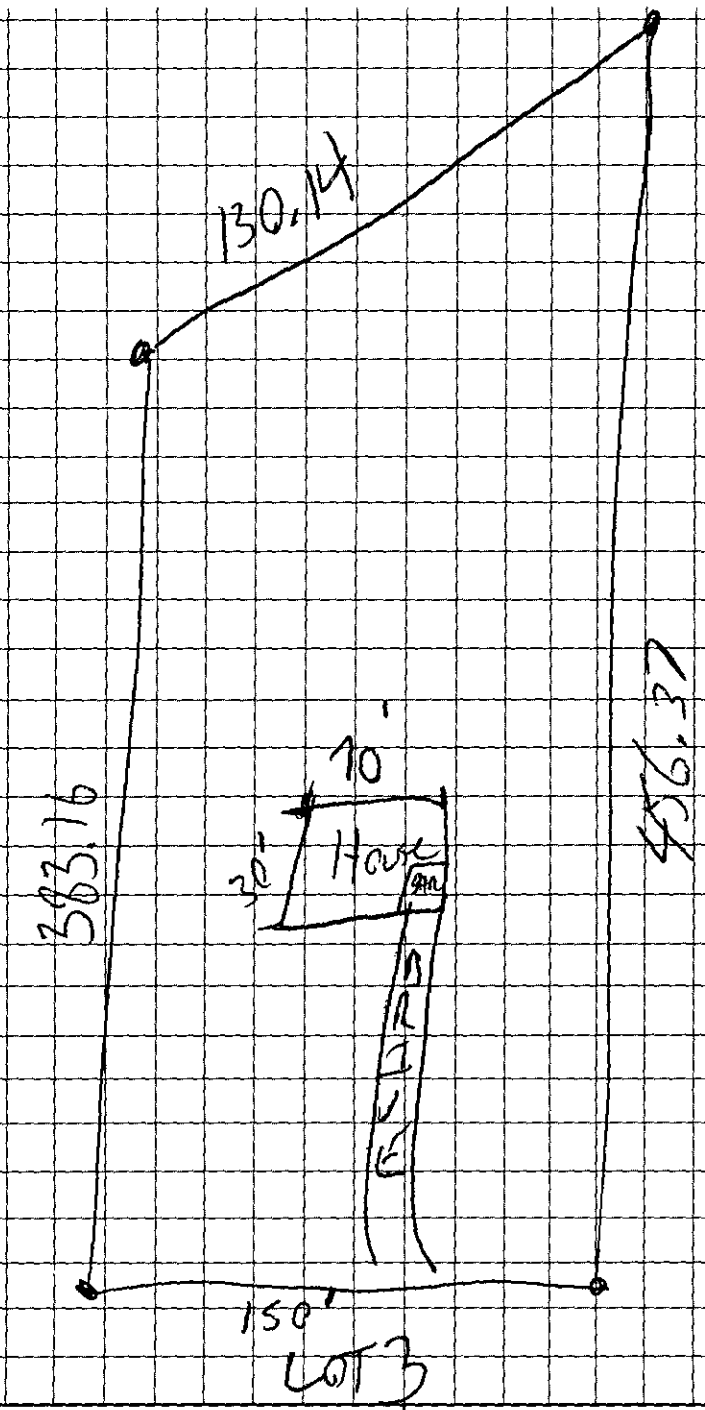
PROPOSED PLOT PLAN

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

FILE: 2694B

TC: 139-051-03 PO

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.



Jimmy Grant Allen
OWNER/AGENT SIGNATURE

DATE 10-6-98

APPROVAL DATE _____

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

OFFER TO PURCHASE AND CONTRACT

GRANT ALLEN, as Buyer, hereby offers to purchase and NELSON M, JR & BARBARA T. CASSTEVENS, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of ——, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Street Address 9200 BARNETT RD CHARLOTTE, NC 28227 Zip 28227
Legal Description: NA TAX # 139-051-03 001
(☒ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, _____ County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:
NA 9-21-98 NA

3. PERSONAL PROPERTY: The following personal property is included in the purchase price: NA
NA 70,000 75,000 EP NA CET BTC) NA

4. PURCHASE PRICE: The purchase price is $ 70,000 and shall be paid as follows:
(a) $ 500 EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by FRAN HARRIS REALTORS as 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) $ NA 9-21-98 ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than NA.
(c) $ NA 69,500 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) $ NA BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 69,500 BALANCE of the purchase price in cash at closing.

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

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

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

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

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

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

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

Copyright © 6/96

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

DATE: 12-3-98 PERMIT NO: 2693B
PARCEL NO: 139-051-03 PO
JOB LOCATION ADDRESS: BARTLETT ROAD, LOT #2
PROPERTY OWNER: JIMMY GRANT ALLEN
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: _____ DATE: 12-3-98
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2693B, 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: 2693B

Tax Number: 139-051-03PO

- 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	X No	___ Partial Basement

Type Primary Wastewater System Type (circle one): I (II) III IV V VI	___ Conventional ___ Prefabricated, permeable block panel system X Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

13 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
yes Serviced by private well	1500 Gallon septic tank	1400 Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
3 Bedrooms in residence	NA Gallon pump tank	12" Depth of stone	

Any surface waters present: Type: Minimum separation distance:

Site modifications required:

Additional Conditions: - SEE PLOT PLAN

VOID

Repair Area System Type Type (circle one): I (II) III IV V VI	___ Conventional ___ Prefabricated, permeable block panel system X Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

1200 Absorption Area (Sq ft) 400 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 I 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 eff 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 Departme
- This Improvement permit is transferable.

DENR Authorized Agent — Date 12-3-98

Owner/Agent Signature — Date

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

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

PROPOSED PLOT PLAN

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

FILE: 2693B

TC: 139-051-03 PO

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.

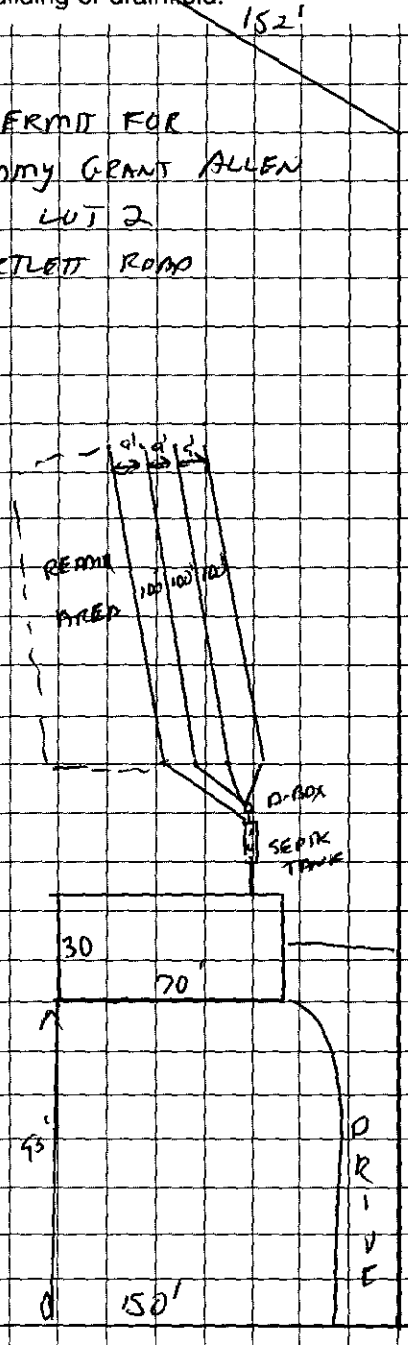
SCALE 1" = 60'

(1) LOCATE ALL PARTS OF SEPTIC TANK SYSTEM 100' FROM ANY WELLS.

(2) PROPERTY OWNER TO PLACE WELL 100' FROM SEPTIC TANK SYSTEMS ON ADJACENT PROPERTIES.

(3) INSTALL DRAINLINES SHALLOW 24" AND ON CONTOUR.

PERMIT FOR
JIMMY GRANT ALLEN
LOT 2
BARTLETT ROAD



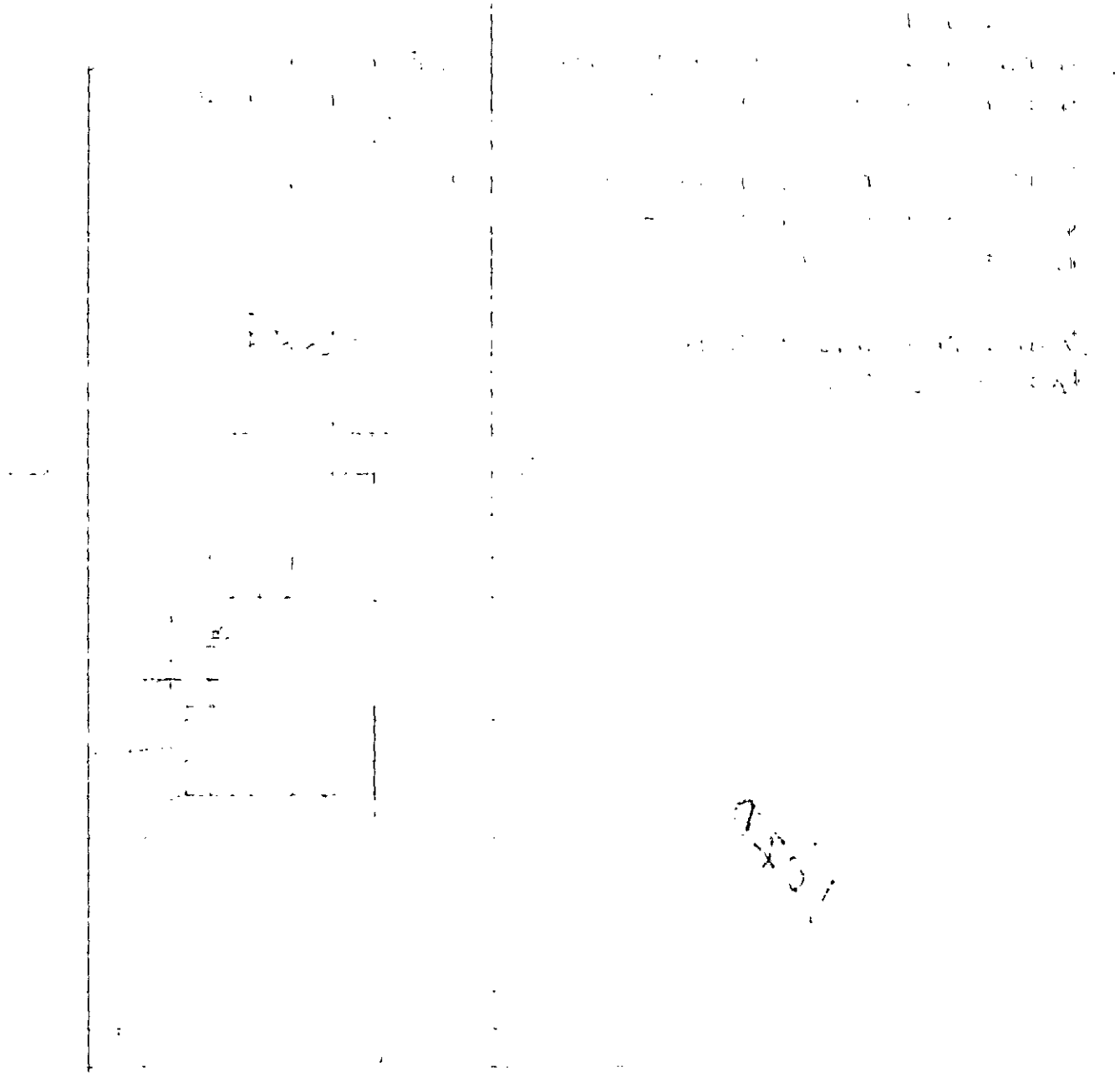
VOID

APPROVAL DATE 12-3-98 D. Welch

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 (40)

Sheet ____
PROPERTY ID #: 00139-05107
Lot # : #2
File # : 26938

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Nelson Cassteven APPLICANT: Grant Ashley
ADDRESS: 3426 Leonard Pl. Charlotte DATE EVALUATED: 11-6-96
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 360gpd / PROPERTY SIZE: 1.16
LOCATION OF SITE: Bartlett Road PROPERTY RECORDED: ____
WATER SUPPLY: ☑ Private ☐ Public ☑ Well ☐ Spring ☐ Other ____
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 6-15% .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-2"	gr/lcl	Fr/SEXPl SS/SP	7.5YR 5/8 TO 5Y 5/1 wetness	46"	N/A	None	PS .39 Fz IV
		2-46"	SBK/c	F:/SEXPl SlP					
2	LS	0-2"	gr/lcl	Fr/SEXPl SS/SP	7.5YR 5/8 TO 5Y 5/1 wetness	40"	N/A	None	PS .39 Fz IV
		2-37"	SBK/c	F:/SEXPl/SlP					
		37-40"	SBK/cl	Fr/SEXPl SS/SP					
3	LS	0-2"	gr/lcl	Fr/SEXPl SS/SP	7.5YR 5/8 TO 5Y 5/1 wetness	43"	N/A	None	PS .39 Fz IV
		2-39"	SBK/c	F:/SEXPl SlP					
		39-43"	SBK/cl	Fr/SEXPl SS/SP					
4	LS	0-2"	gr/lcl	Fr/SEXPl SS/SP	7.5YR 5/8 TO 5Y 5/1 wetness	46"	N/A	None	PS .39 Fz IV
		2-40"	SBK/c	F:/SEXPl/SlP					
		40-46"	SBK/cl	Fr/SEXPl 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.R. Marlin 11-10-98
OTHER(S) PRESENT: LSS

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

Sheet 2
PROPERTY ID #: _____
Lot # : _____
File # : 26939

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: _____ APPLICANT: _____
ADDRESS: _____ DATE EVALUATED: _____
PROPOSED FACILITY: _____ PROPOSED DESIGN FLOW (.1949): _____ PROPERTY SIZE: _____
LOCATION OF SITE: _____ PROPERTY RECORDED: _____
WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ 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	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
5	LS	0-3"	gr/cl	Fr/SE/SP/SS/SP	7 44" TO SOIL WETNESS	44"	N/A	None	PS .39/P2 LL
		3-40"	SBK/C	Fr/SE/SP/SS/P					
		40-44"	SBK/SC	Fr/SE/SP 3%/SS					
6	LS	0-3"	gr/cl	Fr/SE/SP 3%/SS	7 46" TO SOIL WETNESS	46"	N/A	None	PS .39/P2 LL
		3-45"	SBK/C	Fr/SE/SP/SS					
		45-48"	SBK/CL	Fr/SE/SP 3%/SS					

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): _____
EVALUATED BY: _____
OTHER(S) PRESENT: _____

COMMENTS 100% Repair

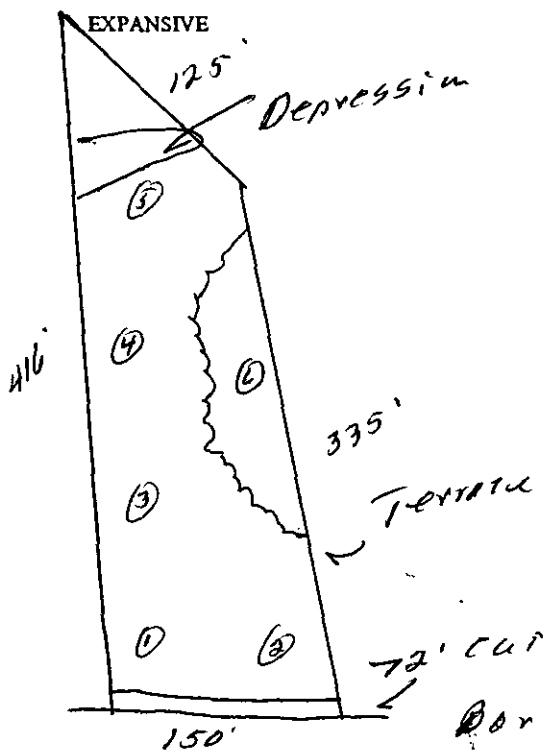
LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR	CONSISTENCE MOIST	CONSISTENCE WET
R-RIDGE	I	S-SAND	1.2-0.8		
S-SHOULDER SLOPE		LS-LOAMY SAND		VFR-VERY FRIABLE	NS-NON-STICKY
L-LINEAR SLOPE				FR-FRIABLE	SS-SLIGHTLYSTICKY
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6	FI-FIRM	S-STICKY
N-NOSE SLOPE		L-LOAM		VFI-VERY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

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: 180.00 Cash
DATE: 10/6/98 SC

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

[ ] CRT

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

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

FILE #: 2693B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 139-051-03 001 PU

STREET ADDRESS: ~~9200~~ Bartlett Rd Char. NC 28227

TYPE OF BUILDING (CHECK ONE):

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

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 2

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1500 to 1900

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS:

CLOSING DATE_____

FOUNDATION FOR RESIDENCE:

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

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES ✓ NO TYPE: _____

WATER SUPPLY (CHECK ONE):
__ COMMUNITY (C)
__ MUNICIPAL (M)
✓ PRIVATE WELL (P)
__ SHARED WELL (S)
__ OTHER 'SPRINGS' (O)

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

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

PROPERTY OWNER:

NAME: (LAST) Castravis (FIRST) Nelson (MI) M

ADDRESS: 3428 Seward Pl

CITY: STATE: ZIP: 28211

DAYTIME PHONE: ( ) -

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) Harris (FIRST) Paul (MI)

DAYTIME PHONE: (704) 545-1196

Grant Allen
704-784-7100 Pager

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: Grant Allen DATE: 10-6-98

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

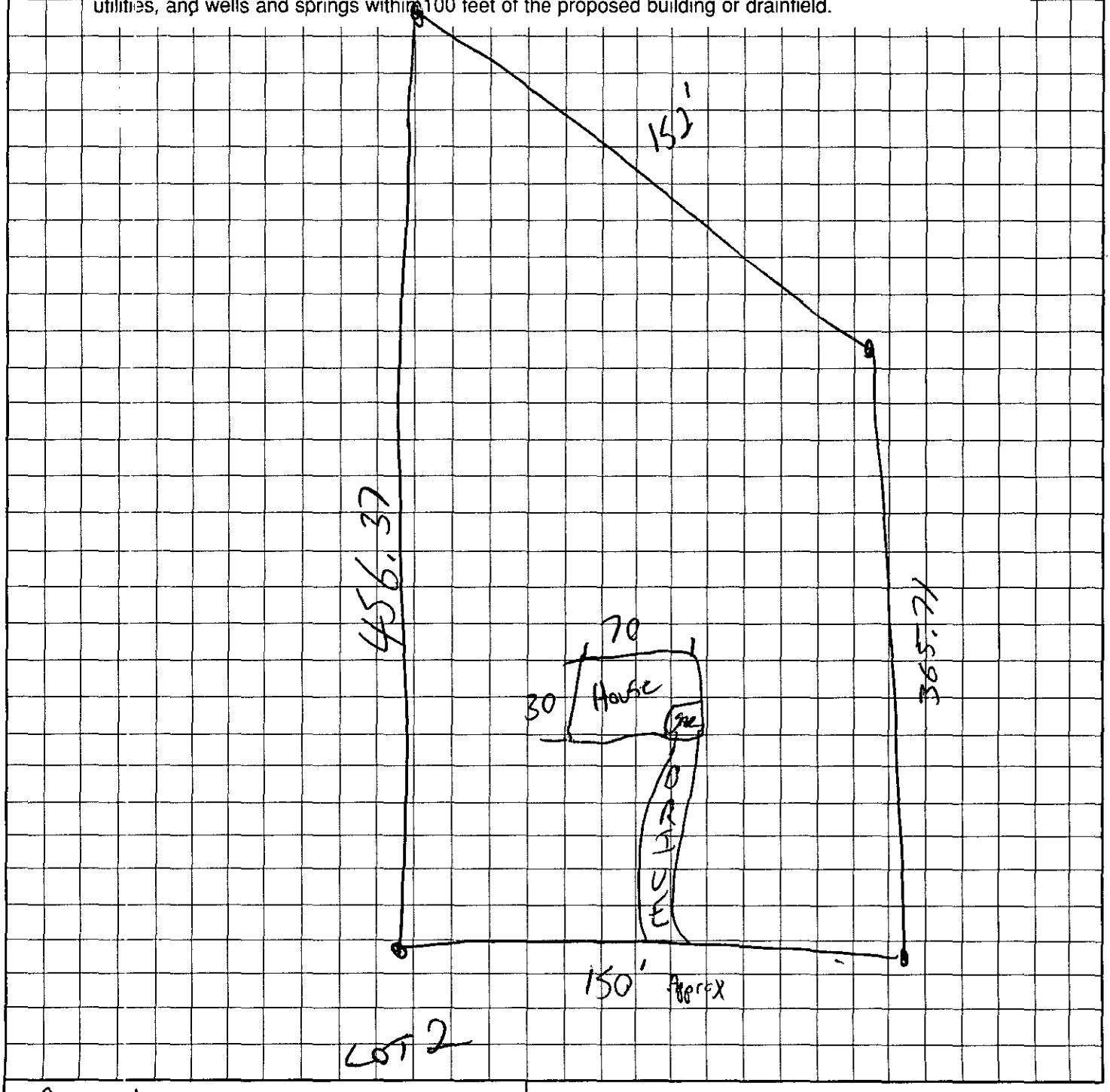
PROPOSED PLOT PLAN

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

FILE: 2693B

TC: 137-051-03 PR

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 10-6-98

APPROVAL DATE _____

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

OFFER TO PURCHASE AND CONTRACT

GRANT ALLEN, as Buyer, hereby offers to purchase and NELSON M, JR & BARBARA T. CASSTEVENS, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of ——, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Street Address: 9200 BARNETT RD CHARLOTTE, NC 28227 Zip 28227
Legal Description: NA TAX # 139-051-03 001
(☑ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, _____ County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

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

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

4. PURCHASE PRICE: The purchase price is $ 70,000 and shall be paid as follows:
(a) $ 500 , EARNEST MONEY DEPOSIT by ☐ cash ☑ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by FRAN HARRIS REALTORS as 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) $ NA , ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than NA .
(c) $ NA , 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) $ NA , BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 69,500 , BALANCE of the purchase price in cash at closing.

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

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

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

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

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

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

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