

12821 WITHERS COVE RD

19938128

7/2/08

marliwr

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: 12767 DATE: 7/19/04

TC: 199-88-128 ☑ L ☐ CRT

SERIAL 19610

Name of Owner PATRICK HUNTER Juris.:

Address of Property 12824 WITHERS Cove RD.

Inspection Data:

Tank Material PCC

Total Length of Drainfield 360'

Number of Lines 6 @ 60'

Cover Depth 24"

Water Supply Source WELL

Distance to Water Source * >25'

Excavation Inspected 7/19/04

Tank(s) Inspected 7/19/04

Wash Line Inspected N/A

High Water Alarm Inspected 7/19/04

INSTALLED ACCORDING TO PLANS ON FILE SUBMITTED BY T. WHITTAKER ON 6/11/03. ADDITIONAL REQUIREMENTS REGARDING USE OF DUCTILE IRON SLEEVE MET.

PLOT

Design 2004, 1500ST, 1000DT, PI JNW, EZFLOW, 1080FT CTR# W. CHRISTIANBURY

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: INSTALLED ACCORDING TO T. WHITTAKERS DESIGN.

TYPE III

Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

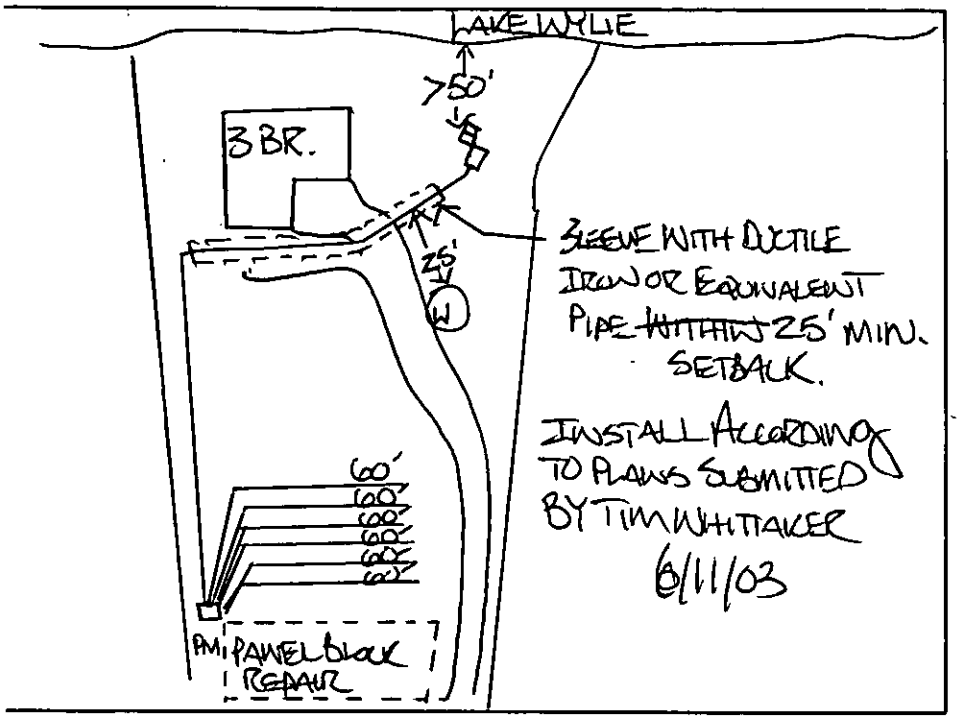
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 12767 DATE: 7/16/04

TC: 199-38-128 ☑L

SERIAL 19755

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 _____. All work shall be completed on or before _____, 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 YES

Total Line Length 360 feet

Number of Lines 6

Depth of Stone N/A inches

Distance from House 75 feet

Distance from Property Line 710 feet

Distance from Well 725' feet

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

NAME OF OWNER PATRICK HUNTER

LOCATION OF PROPERTY 12821 WITHERS Cove Rd

Comments: INSTALL ACCORDING PLANS ON FILE BY T. WHITTAKER SUPPLY LINE DISTANCE FROM WELL MINIMUM SETBACK 25', MUST SLEEVE W/ DUCTILE IRON OR EQUIVALENT PIPE

John Cunningham RS.
Environmental Health Specialist

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

check # 3668

ACC

FEE: 150.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** LD 12767
DATE: 9-4-03 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 6/30/03

PERMIT NO: 12767
PARCEL NO: 199-38-128

JOB LOCATION ADDRESS: 12821 Withers Cove Rd
PROPERTY OWNER: Patricia Hunter
BUILDING CONTRACTOR:
SUBDIVISION NAME:
AUTHORIZATION ISSUED BY: [signature] **DATE:** 6/30/03
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. _____, 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: Install according to Tim Withers approved plans. Paid 6/13/03

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.

T. Withers for T.W. 9/4/03

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: 12767

Tax Number: 199-35-128

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	X Yes	___ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	✓ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
.25 Long-term acceptance rate	360 Max gallons/day wastewater flow	1080 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
Yes Serviced by private well	1500 Gallon septic tank	360 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	1000 Gallon pump tank	IV/A Depth of stone		

Any surface waters present: Yes Type: Lake Wylie Minimum separation distance: 50'

Site modifications required:

Additional Conditions: Stay >50' from lake high water mark, >50' from any well. Install according to submitted site plans by Jim Whitaker. Owner is to sign site plans b/f CA Release

Repair Area System Type Type (circle one): I II (III) V VI	✓ Conventional Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
720 Absorption Area (Sq ft) 240 Total Trench Length (Ft)	IV/A Depth of Stone Trench	9' Trench spacing (min. on centers)	36' Maximum Trench Depth	

For existing system, enter the year originally installed:

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

Brenda Sorg 6/30/03
DEHNR Authorized Agent Date

T. Whitaker 9/4/03
Owner/Agent Signature Date

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

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

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2003 JUN 12 10:06 AM
BK:15500 PG:655-658 FEE:$20.00

INSTRUMENT # 2003129579

2003129579

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

WASTEWATER TREATMENT AND DISPOSAL SYSTEM DESIGN AGREEMENT: 15A NCAC 18A .1948 AND ANY OF THE FOLLOWING RULES: .1956; .1957(a); .1957(b); or .1957(c); OR .1969

FILE # 12767 Lot 29
PARCEL # 199-381-28

The undersigned, Thomas D. and Lynda B. Wollenberg, owner of property located at 12821 Withers Cove Rd., (the "site") and described in an instrument recorded in Book 6507 at Page 27 & 28, Mecklenburg Public Registry, hereby acknowledges that the undersigned applied to the Mecklenburg County Health Department (the "Department") for a permit to install a septic tank sewage disposal system on the site; that the Department evaluated the site for suitability for such a system in accordance with the regulations promulgated by the North Carolina Commission for Health Services as 15A NCAC 18A .1900 et seq.; that the Department originally classified the site as "unsuitable" pursuant to the standards set forth in the regulations; that the undersigned requested that the Department reclassify the site as "provisionally suitable" ~~in light of the particular septic tank system proposed by the undersigned;~~ that the Department considered various studies, data, and other information which indicate to the Department that the septic tank system proposed by the undersigned is allowed by the rules; and that the Department therefore reclassified the site as "provisionally suitable" and issued an appropriate permit for such proposed septic tank system.

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

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

This instrument was prepared by: MR. Tom WollENberg
Mail after recording to: Tim Whittaker
5518 Old Farm Rd, Gastonia, NC 28056

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 14TH day of May 2003.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____
(Corporate Name)

By: _____

_____
President

ATTEST:

_____

_____ Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF ~~IREDELL~~ CATAWBA

I, HAROLD E. CHERRY, a Notary Public for said County and State, do hereby certify that Thomas D. Wollenberg and Lynda B. Wollenberg personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 14TH day of MAY, 2003.

Harold E. Cherry
Notary Public

HAROLD E. CHERRY NOTARY PUBLIC CATAWBA COUNTY, NC

My Commission Expires:

4-25-2005

4-25-05

STATE OF ~~NORTH~~ CAROLINA
COUNTY OF _____

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he is _____ Secretary of _____, a North Carolina corporation, and that by authority duly given and as the act and deed of said corporation, the foregoing instrument was signed in its name by its _____ President, sealed with its corporate seal, and attested by _____ as its _____ Secretary.

WITNESS my hand and notarial seal, this _____ day of _____, 20___.

_____
Notary Public

My Commission Expires:

_____

REVISED 8-13-02

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

****

Filed For Registration: 06/12/2003 10:06 AM

Book: RE 15500 Page: 655-658

Document No.: 2003129579

PRMIT 4 PGS $20.00

Recorder: GRACE TUCKER

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of HAROLD E CHERRY Notary is certified to be correct. This 12TH of June 2003

JUDITH A. GIBSON, REGISTER OF DEEDS By: Grace G Tucker
Deputy/Assistant Register of Deeds

****

2003129579

6/13/03

TO: BRANDON

from: whittaker

RE: File 12767

REVISED PLAT: note Drive moved to Right Side,

Agreement forms on file

PGS.= cover + 2

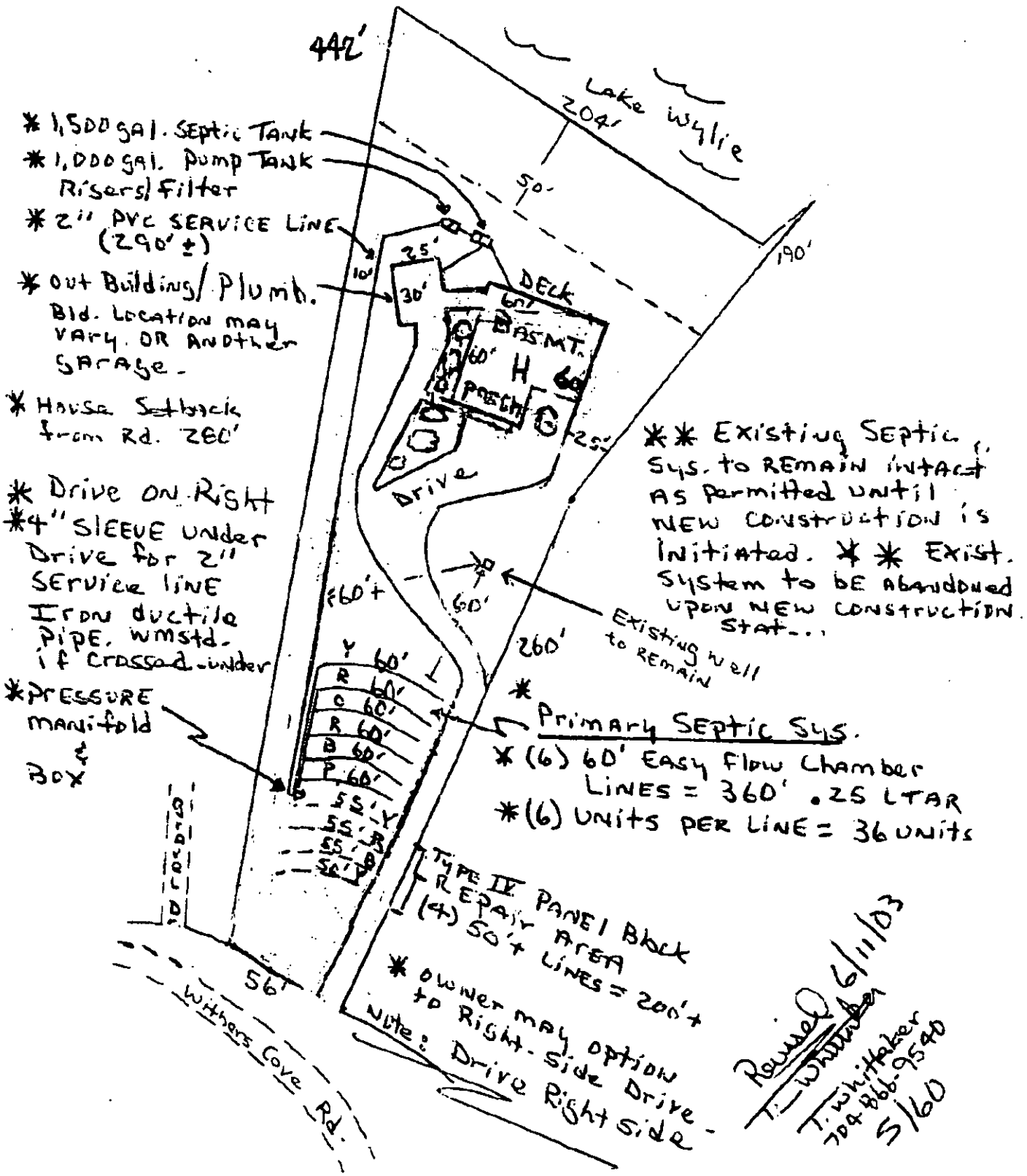
Thanks,

T. whittaker

704 866-9540

(3) Bedrm. Pumped (EASY flow) Chamber Septic Sys. TYPE IV PANEL Block REPAIR AREA

M.C. H.D.
File: 12767
Lot 29

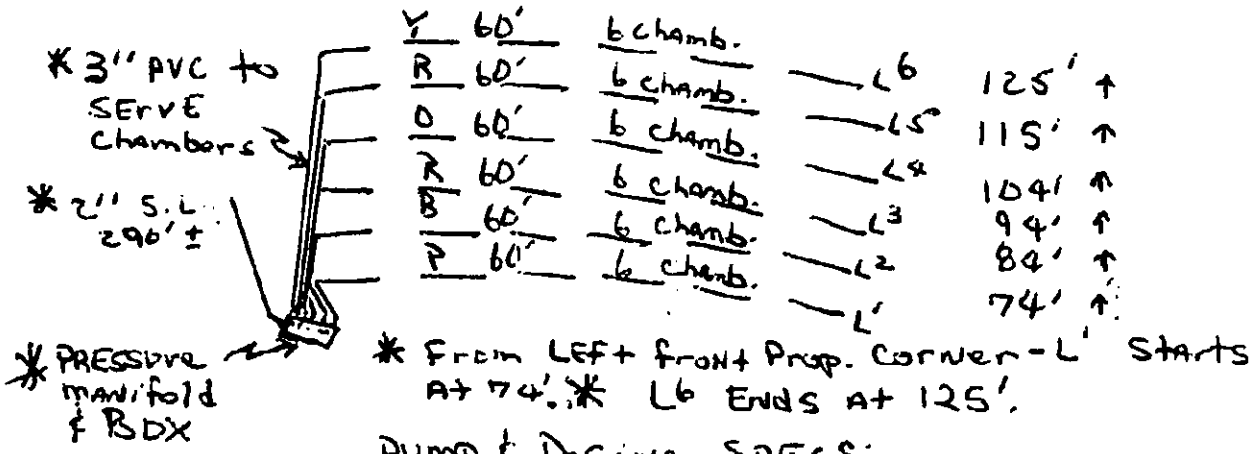


Owner Sig.

File: 12767

* (3) Bedrm. (Easy Flow) Chamber
25% Reduction Sys. Primary Sys.

SPECS: - 1,500 gal. Septic Tank Riser / Filter
- 1,000 gal. Pump Tank Riser
- 3/4 to 1 Hp Pump (owner / contractor choice on model)
- 290' ± 2" PVC Service Line
- Pressure manifold & box (owner / contrator choice)
- (6) 60' Easy Flow Chamber Lines = 360'
Based on .25 LTAR
- (6) Chamber units per line = 36 units



* From LEFT front Prop. Corner - L1 starts at 74'. * L6 Ends at 125'.

Pump & Dosing SPECS:

* TDH = 27' at 40.26 GPM
* Dosing volume = 200 gals. per dose cycle
* 3/4 hp to 1 Hp pump (choice)
* 10" float drawdown
* 5 minute pump cycle
* Installment Depth as required by M.C.H.D., on grade & contour per manufactures SPECS.

Repair Area

200't Type III PPBPS - Panel Block as shown

Not Scaled

MECKLENBURG COUNTY
Health Department

February 13, 2003

Patrick Hunter
290 Meachum Street, #201
Charlotte, NC 28203

Re: Application for improvement permit for Don Stephens
Property Site: 12821 Withers Cove Road
Health Department file no. 12767

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on January 31, 2003 evaluated the above-referenced property at the site designated on the plat/site plan that accompanied your improvement permit application. According to your application the site is to serve a 4-bedroom residence, with a design wastewater flow of ___480____gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 and related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule .1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE for** a ground absorption sewage system. Therefore, your request for an improvement permit is **DENIED.** A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

____X____Unsuitable soil topography and/or landscape position (Rule .1940)
_____Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
_____Unsuitable soil wetness condition (Rule .1942)
_____Unsuitable soil depth (Rule .1943)
_____Presence of restrictive horizon (Rule .1944)
____X____Insufficient space for septic system and repair area (Rule .1945)
____X____Unsuitable for meeting required setbacks (Rule .1950)
_____Other (Rule .1946)

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or off-site to additional property.

For the reasons set out above, the property is currently classified **UNSUITABLE,** and an improvement permit shall not be issued for this site in accordance with Rule .1948 (c).

However, the site classified as UNSUITABLE may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE.**

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the N. C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, NC 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 733-0926 or from the OAH web site at www.oah.state.nc.us/form.htm. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N. C. General Statue 130A-335(g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER.** The date of this letter is February 13, 2003. Meeting the 30-day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do no wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N. C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, NC. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,

Brandon Summey, R.S.
Authorized Agent - DENR

Encl: (2)

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

Sheet: 1
Property ID: 199-381-28
Lot #: 29
File #: 12767
Code: 2

A CS

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Patrick G. Hunter
Address: 290 Meachum St., #201, Charlotte, N. C. 28203
Proposed Facility: Residence Design Flow (.1949): 480gpd
Location of Site: 12821 Withers Cove Road
Water Supply: [ ] Public [x] Individual
Evaluation Method: [x] Auger Boring
Type of Wastewater: [x] Sewage

Applicant: Don H. Stephens
Date Evaluated: 01/31/2003
Property Size: 1.2a
Property Recorded:
[x] Well [ ] Spring [ ] Other
[ ] Pit [ ] Cut
[ ] Industrial Process [ ] Mixed

PROFILE #	1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY 1941		OTHER PROFILE FACTORS				Profile Class & LTAR
			1941 Structure/ Texture	1941 Consistence Mineralogy	1942 Soil Wetness/ Color	1943 Soil Depth (IN.)	1956 Sapro Class	1944 Restr Horiz	
1	LS, 20	0-7	GR/CL	FR/SEXP/SS/SP	>40" TO SOIL WETNESS	40	N/A	NONE	PS, IV .25GPD/FT^2
		7-40	SBK/C	FI/SEXP/S/P					
2	"	0-4	GR/CL	FR/SEXP/SS/SP	>45" TO SOIL WETNESS	45	"	"	"
		4-45	SBK/C	FI/SEXP/S/P					
3	LS, 25	0-6	GR/CL	FR/SEXP/SS/SP	>26" TO SOIL WETNESS	26	"	"	US, IV .125GPD/FT^2
		6-26	SBK/C	FI/SEXP/S/P					
4	LS, 15	0-5	GR/SCL	FR/SEXP/SS/SP	>43" TO SOIL WETNESS	43	"	"	PS, IV .25GPD/FT^2
		5-39	SBK/C	FI/SEXP/S/P					
		39-43	SBK/CL	FR/SEXP/SS/SP					
5	LS, 10	0-9	GR/SCL	"	"	"	"	"	"
		9-31	SBK/C	FI/SEXP/S/P					
		31-43	SBK/CL	FR/SEXP/SS/SP					
6	"	0-5	GR/SCL	"	>48" TO SOIL WETNESS	48	"	"	PS, IV .3GPD/FT^2
		5-39	SBK/SC	FI/SEXP/S/P					
		39-48	SBK/SCL	FR/SEXP/SS/SP					

Description	Initial System	Repair System
Available Space (.1945)	US	US
System Type(s)		
Site LTAR	.25GPD/FT^2	.25GPD/FT^2

Other Factors (.1946): _____
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 1/31/03 W. R. Marlin
Others Present: Don Stephens

FILE # 12767

COMMENTS 1007c Repair

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

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

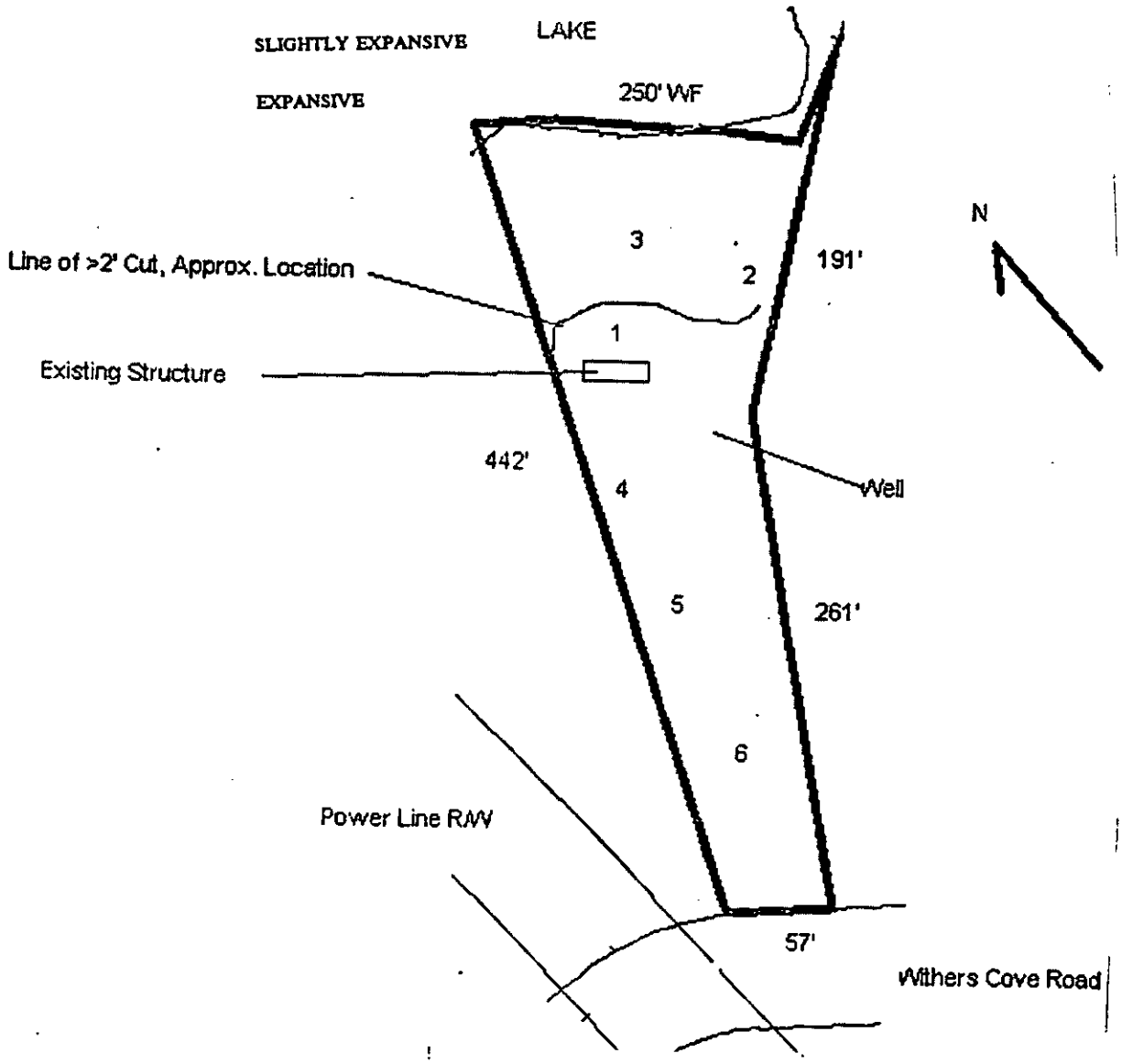
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



3901 Hunt wood

Cancel

Soil

Test

1/15/03

12821 Withers Cove Rd

~~Pete~~ Applied for by
Don Stephens

Pete Mihnovetz
704 807 6029

Called + Left msg

1/28/03
11:55

Cancelled

Cancellation

Per Don Stephens

1/31/03

by telephone call

~~Real Estate~~

Gwen

MECKLENBURG COUNTY ENGINEERING & BUILDING STANDARDS
CREDIT/REFUND APPLICATION

☞ See back for completion instructions and the Credit/Refund Schedule

SECTION I - TO BE COMPLETED BY APPLICANT (Complete 1 - 11 - PRESS FIRMLY)

1. Property Owner's Name: _____

2. Property Address: _____

3. Parcel Number: _____ 4. Permit Number: _____ 5. Date Issued: _____

6. Type of Permit: ☐ Building ☐ Electrical ☐ Mechanical ☐ Plumbing ☐ Sign ☐ Mobile Home ☐ Fire
☒ Other New improvement permit

7. Purpose of Permit: (Uplift, New Residence, Etc.) new septic system

8. Reason for Request: ☐ Not Doing Work ☐ Plan Change
☐ Duplicate Permit (Remaining Permit # and Date of Permit) _____
☒ Other (Specify) request for services cancelled prior to any plan review or inspections being performed

9. ☐ **CREDIT** ☒ **REFUND**

10. Requestor: Donald H. Stephens Account # _____
Address: 31 Fairway Ridge Phone # 704-562-3646
Lake Wylie, SC 29710

11. ***Signature of Requestor:*** request by telephone on Date: 1/15/03

FOR DEPARTMENTAL USE ONLY - DO NOT WRITE BELOW THIS LINE

SECTION II - TO BE COMPLETED BY APPLICABLE CORE PROCESS

# of Inspections	Plan Review?	Credit/Refund %	Permit Fee	$30 Min.?	CREDIT/REFUND AMOUNT
_____	☐Y ☒N	100%	$ 200.00	☐Y ☒N	$ 200.00 ✓

Core Process Approval: Gwendolyn Craig Date: 1/28/03

SECTION III - TO BE COMPLETED BY APPLICABLE CORE PROCESS

Purging Needed: ☐B ☐E ☐M ☐P ☐S ☐F ☐L Initials: _____ Date: _____

Purging Completed: ☐B ☐E ☐M ☐P ☐S ☐F ☐L Initials: _____ Date: _____

SECTION IV - TO BE COMPLETED BY REVENUE COLLECTION

☒REFUND 8703-0	☐CREDIT	CALCULATIONS AND ENTRY
ORG & ACCOUNT #	TRANS # - ORG & ACCOUNT #	INITIALS / DATE
3620-3720 - 200000	_____ - _____	PAM / _____

SECTION V - TO BE COMPLETED BY DEPARTMENT AND FINANCE REPRESENTATIVES

Department Approval: _____ (Signature) _____ (Date) _____ - _____ (Refund from Account #)

Finance Approval: _____ (Signature) _____ (Date) _____ (Check #)

B284-NS 839-eee 9/96

ORIGINAL

MECKLENBURG COUNTY ENGINEERING & BUILDING STANDARDS
CREDIT/REFUND APPLICATION

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_____	☐Y ☒N	100%	$ 200.00	☐Y ☒N	$ 200.00 ✓

Core Process Approval: Gwendolyn Craig Date: 1/28/03

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Purging Completed: ☐B ☐E ☐M ☐P ☐S ☐F ☐L Initials: _____ Date: _____

SECTION IV - TO BE COMPLETED BY REVENUE COLLECTION

☒REFUND ORG & ACCOUNT #	☐CREDIT TRANS # - ORG & ACCOUNT #	CALCULATIONS AND ENTRY INITIALS	DATE
8703 : 0 3620-3720 - 200000	_____ - _____	PAM	_____

SECTION V - TO BE COMPLETED BY DEPARTMENT AND FINANCE REPRESENTATIVES

Department Approval: _____ (Signature) _____ (Date) _____ - _____ (Refund from Account #)

Finance Approval: _____ (Signature) _____ (Date) _____ (Check #)

B284-NS 839-eee 9/96

AUDIT

MECKLENBURG COUNTY ENGINEERING & BUILDING STANDARDS
CREDIT/REFUND APPLICATION

☞ See back for completion instructions and the Credit/Refund Schedule

SECTION I - TO BE COMPLETED BY APPLICANT (Complete 1 - 11 - PRESS FIRMLY)

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_____	☐Y ☒N	100%	$ 200.00	☐Y ☒N	$ 200.00 ✓

Core Process Approval: [signature] Date: 1/28/03

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Purging Needed: ☐B ☐E ☐M ☐P ☐S ☐F ☐L Initials: _____ Date: _____

Purging Completed: ☐B ☐E ☐M ☐P ☐S ☐F ☐L Initials: _____ Date: _____

SECTION IV - TO BE COMPLETED BY REVENUE COLLECTION

☒REFUND ORG & ACCOUNT #	☐CREDIT TRANS # - ORG & ACCOUNT #	CALCULATIONS AND ENTRY INITIALS	DATE
8703 0 31-0-2780 - 2X1000	_____ - _____	PAM	_____

SECTION V - TO BE COMPLETED BY DEPARTMENT AND FINANCE REPRESENTATIVES

Department Approval: _____ (Signature) _____ (Date) _____ - _____ (Refund from Account #)

Finance Approval: _____ (Signature) _____ (Date) _____ (Check #)

B284-NS 839-eee 9/96

DOCUMENT CONTROL

MECKLENBURG COUNTY ENGINEERING & BUILDING STANDARDS
CREDIT/REFUND APPLICATION

☞ See back for completion instructions and the Credit/Refund Schedule

SECTION I - TO BE COMPLETED BY APPLICANT (Complete 1 - 11 - PRESS FIRMLY)

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_____	☐Y ☒N	100%	$ 200.00	☐Y ☒N	$ 200.00 ✓

Core Process Approval: _____ Date: 1/29/03

SECTION III - TO BE COMPLETED BY APPLICABLE CORE PROCESS

Purging Needed: ☐B ☐E ☐M ☐P ☐S ☐F ☐L Initials: _____ Date: _____

Purging Completed: ☐B ☐E ☐M ☐P ☐S ☐F ☐L Initials: _____ Date: _____

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_____ - _____	_____ - _____	_____	_____

SECTION V - TO BE COMPLETED BY DEPARTMENT AND FINANCE REPRESENTATIVES

Department Approval: _____ (Signature) _____ (Date) _____ - _____ (Refund from Account #)

Finance Approval: _____ (Signature) _____ (Date) _____ (Check #)

MECKLENBURG COUNTY ENGINEERING & BUILDING STANDARDS
CREDIT/REFUND APPLICATION

☞ See back for completion instructions and the Credit/Refund Schedule

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Core Process Approval: _____ Date: 1/23/03

SECTION III - TO BE COMPLETED BY APPLICABLE CORE PROCESS

Purging Needed: ☐B ☐E ☐M ☐P ☐S ☐F ☐L Initials: _____ Date: _____

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B284-NS 839-eee 9/96

APPLICANT

INSTRUCTIONS FOR COMPLETION OF CREDIT REFUND FORM
PLEASE PRINT - PRESS FIRMLY
ONLY SIGNED APPLICATIONS WILL BE PROCESSED

Section I - Applicant Instructions:

# 1 - # 7	Information can be obtained from the permit
# 8	Specify reason for requested Refund or Credit to Account
# 9, #10	For a **REFUND**, provide name and complete mailing address for check issuance
#11	Signature of person completing form is required

SUBMIT ENTIRE FORM TO: **Mecklenburg County Engineering & Building Standards**
P. O. Box 31097
Charlotte, N. C. 28231 - 1097
(704-336-2831)

SCHEDULE OF CREDIT/REFUND

The amount of the credit or refund issued is a percentage of the fee paid for each permit. The amount retained by Mecklenburg County represents work done by plan review, permit processing and/or inspections made to date. A change of general contractor on a specific project requires a new permit application by the **NEW** general contractor. All credits or refunds are to the permittee. No transfer of credits from one account to another will be made.

	Maximum Refund
PERMITS REQUIRING PLAN REVIEW	
Plan reviewed, permit processed, no inspections	80%
FOR EACH INSPECTION MADE, CREDIT/REFUND IS REDUCED BY 10%	
PERMITS NOT REQUIRING PLAN REVIEW	
Permit processed, no inspections	90%
FOR EACH INSPECTION MADE, CREDIT/REFUND IS REDUCED BY 10%	
ALL PERMITS	
A. Permits **DUPLICATED** by no fault of Mecklenburg County	90%
B. **A MINIMUM CHARGE** will be retained to offset the cost of processing permits	$30.00
C. No credits or refunds will be made for amounts less than:	$1.00

Daily Counter Transactions - Environmental Health

Printed On January 22, 20 4:48 PM
Printed By craiggy

Transaction Date 01/14/03

Receipt#	Account#	Name	Transaction Type	Comments	Pymt Method	Check/Auth No.	User	Amount
12981	200000	STEPHENS DONALD H	0701 Improvment Permit App-Residen	12821 WITHERS COVE RD	CHECK	4116	CRAIGGY	200.00

Total for Transaction Date 01/14/03: **2,495.00**

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	01/14/03	**Amount:**	200.00
Receipt #:	12981	**Tendered:**	200.00
Check / Auth #:	CHECK 4116	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #:	200000
Contractor:	STEPHENS DONALD H
Attn:	
Address:	31 FAIRWAY RIDGE
Address:	
City/State/Zip:	LAKE WYLIE, SC 29710

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen 12821 WITHERS COVE RD		1	200.00	200.00

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

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

MECKLENBURG COUNTY ENGINEERING & BUILDING STANDARDS
CREDIT/REFUND APPLICATION

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☐ REFUND ORG & ACCOUNT #	☐ CREDIT TRANS # - ORG & ACCOUNT #	CALCULATIONS AND ENTRY INITIALS	DATE
_____ - _____	_____ - _____	_____	_____

SECTION V - TO BE COMPLETED BY DEPARTMENT AND FINANCE REPRESENTATIVES

Department Approval: _____ (Signature) _____ (Date) _____ - _____ (Refund from Account #)

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B284-NS 839-eee 9/96

ORIGINAL

MECKLENBURG COUNTY ENGINEERING & BUILDING STANDARDS
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B284-NS 839-eee 9/96

ORIGINAL

FEE: 230.00 + 50 CK# 4116

DATE: 1/14/03 SC

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

I | 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 #: 12767

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 199-381-28

STREET ADDRESS: 12821 WITHERS COVE RD.

SUBDIVISION OR MOBILE HOME PARK NAME: LAKE WYLIE

LOT NUMBER: 29 SEC. 39-CRESCENT

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 3000

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE: BRICK

__ 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
WELL, SPRINGS OR WATERLINES __ YES __ NO
DESIGNATED WETLANDS __ YES __ NO

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: HUNTER, PATRICK (G.) (LAST) (FIRST) (MI)	NAME: [redacted] STEPHENS, DON H. (LAST) (FIRST) (MI)
ADDRESS: 290 MEACHUM ST. #201	DAYTIME PHONE: (704) 562-3646
CITY: CHARLOTTE STATE: NC ZIP: 28203	
DAYTIME PHONE: (704) 332-4510	

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 4-1-91

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: [signature] DATE: 1/14/03

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

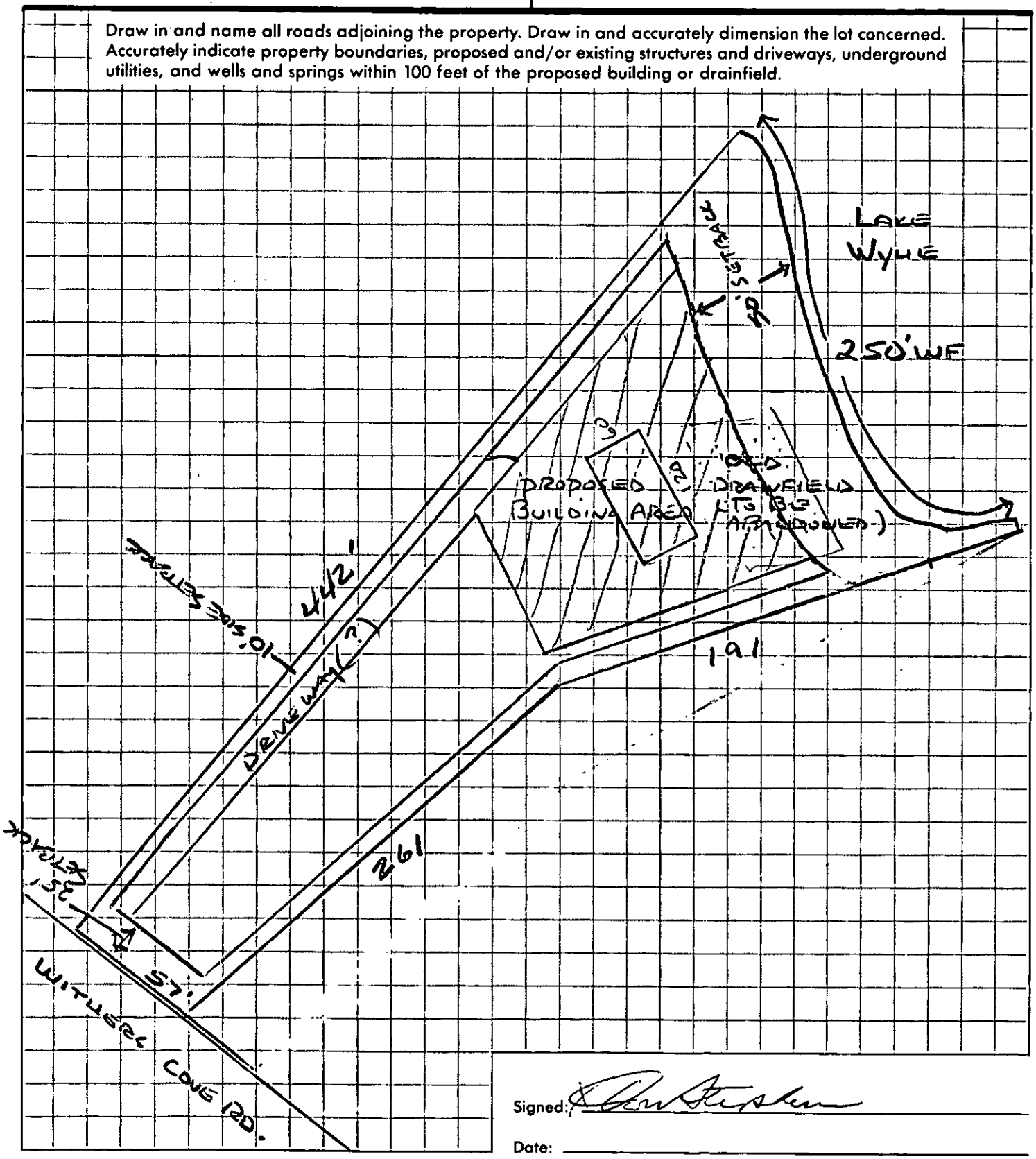
PROPOSED PLOT PLAN

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

FILE: 12767

TC: 199-381-28

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.



Signed: _____

Date: _____

OFFER TO PURCHASE AND CONTRACT

PETER A. MILHNOVETS & SYLVIA WEGG - MILHNOVETS hereby offers to purchase and G. PATRICK HUNTER, III, COMMISSIONER - KIRKPATRICK PROPERTY, 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 N/A, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Street Address 12821 WITHERS COVE ROAD Zip 28278 Legal Description: P29 SEC. 39 M.17-647

(☐ All ☐ A portion of the property in Deed Reference: Book 6507, Page No. 027, MECKLENBURG County)

NOTE: Prior to signing this 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, shades, drapery rods and curtain rods, brackets and all related 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 other items attached or affixed to the Property, EXCEPT the following items:
ALL IMPROVEMENTS ON SUBJECT LOT SOLD "AS-IS", "WHERE-IS" WITH NO WARRANTIES.

3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: NONE

4. **PURCHASE PRICE:** The purchase price is $ ~~140,000~~ 145,000 and shall be paid as follows:

(a) $ 1,000 , EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☐ other: to be deposited and held in escrow by FIRST PROPERTIES OF THE CAROLINAS ("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) $ ~~4,000~~ , ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than UPON SATISFACTION OF CONTINGENCIES, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) $ N/A , 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) $ N/A , BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) $ 135,000 , 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) Buyer must be able to obtain a __FHA __VA (attach FHA/VA Financing Addendum) ✓Conventional __Other: _____ loan at a __Fixed Rate __Adjustable Rate in the principal amount of 90% OF PURCHASE PRICE (plus any financed VA Funding Fee or FHA MIP) for a term of 20 year(s), at an initial interest rate not to exceed 6 % per annum, with mortgage loan discount points not to exceed 1 % of the loan amount. Buyer shall apply for said loan within 7 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 FEB 5, 2003 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 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. 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 Closing costs (including loan discount points), those costs are as follows:
NONE

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the 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 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 KNOWN
(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:

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 $ N/A per N/A .

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 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, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

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

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

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

☐ Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

☑ Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES) LOT SALE ONLY.

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

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller on or before N/A. Seller shall provide written notice to Buyer of Seller's response within 21 days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures except N/A there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

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

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

13. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before FEB 15, 2003, at a place designated by Buyer. The deed is to be made to _____

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing:

☐ a Buyer Possession Before Closing Agreement is attached. OR, ☐ a Seller Possession After Closing Agreement is attached. N/A

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO) (1) BUYER SHALL HAVE 3 WEEKS FROM ACCEPTANCE OF CONTRACT TO CONDUCT ALL INSPECTIONS, SURVEYS, AND EVALUATIONS NECESSARY INCLUDING APPROVAL FROM DUKE POWER'S ENGINEERING TO REPAIR OR RECONSTRUCT THE PIER & COVERED DOCK. (2) PROPERTY SHALL BE ACCEPTABLE FOR THE INSTALLATION OF ON-SITE WATER WITH DISPOSAL (SEPTIC SYSTEM) ADEQUATE FOR A FOUR (4) BEDROOM HOME (3) Contract is subject to approval by closing attorney & subject to buyer obtaining financing at 6.5% or less.

17. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be returned to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

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

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

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

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no 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.

22. 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.

IF YOU DO NOT UNDERSTAND THIS OFFER TO PURCHASE AND CONTRACT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

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

Date: 1/11/03 — Buyer: Steven A Mihovets (SEAL)

Date: 1/13/03 — Seller: S D Stephens - Commissioner (SEAL)

Date: 1/11/03 — Buyer: Sylvia Hege-Mihovets (SEAL)

Date: _____ — Seller: _____ (SEAL)

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

Date 1/11/03 Firm: FIRST PROPERTIES OF THE CAROLINAS

By: Don Stephens

Selling Agent/Firm/Phone FIRST PROPERTIES - LAKE NORMAN

Acting as ☐ Buyer's Agent ☑ Seller's (sub)Agent ☐ Dual Agent BUYER IS CUSTOMER.

Listing Agent/Firm/Phone FIRST PROPERTIES - LAKE NORMAN

Acting as ☑ Seller's (sub)Agent ☐ Dual Agent

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	01/14/03	**Amount:**	200.00
Receipt #:	12981	**Tendered:**	200.00
Check / Auth #:	CHECK 4116	**Returned:**	0.00
Received By:	CRAIGGY		

Account Information

Account #:	200000
Contractor:	STEPHENS DONALD H
Attn:	
Address:	31 FAIRWAY RIDGE
Address:	
City/State/Zip:	LAKE WYLIE, SC 29710

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen 12821 WITHERS COVE RD		1	200.00	200.00

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

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