

9300 HORSESHOE BEND DR

10526141

4/30/08

marliwr

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

$300 in fax dwg
Agreement forms Dw

Drew,
I checked the Aramfield on this. They are doing a 35% Chamber system. Bobby is going to put in the tanks this weekend.
10/24/02 Sammy

HOLD FOR
(1) AGREEMENT FORMS Rec'd
(2) ~~WBR~~ INFILTRATION WARRANTY FORMS / RECEIVED
(3) $300 Fee

0705

FEE: 100
DATE: 6-12-2008
CRT [ ]

APPLICATION FOR APPROVAL TO USE AN EXISTING ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM
MECKLENBURG COUNTY - GROUNDWATER & WASTEWATER SERVICES
700 N. Tryon St., Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894 3617

GWS – UES.APP 06/07

FILE #: 2203A

TYPE APPLCATION: CS for OC

☐ ADDITION - INCREASE ROOMS/OCCUPANCY/MOBILE HOME SIZE (A / M)
☐ ADDITION - RENOVATION OR GARAGE WITH NO MAJOR CHANGES (X)
☐ EXCHANGE MOBILE HOME - SAME # BEDROOMS (Y)
☐ COMMERCIAL OR INDUSTRIAL (N)

PERSON FILING APPLICATION:
NAME: David Gerber
ADDRESS: 9300 Horseshoe Bend Drive
CITY: Charlotte, NC
STATE: ZIP: 28215
PHONE: 704-890-2000
ALTERNATE PHONE: 704-921-7227

PROPERTY OWNER:
NAME: David Gerber
ADDRESS: 9300 Horseshoe Bend Dr.
CITY: Charlotte,
STATE: NC ZIP: 28215
PHONE: 704-521-7227
ALTERNATE PHONE: 704-890-2000

JOB LOCATION INFORMATION
TAX/PARCEL #: 105-261-41
STREET ADDRESS: 9300 Horseshoe Bend Dr.
CITY: Charlotte, N.C.
STATE: NC ZIP: 28215
SUBDIVISION OR MOBILE HOME PARK NAME: Farmwood North
LOT #: 30 2002

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

WATER SUPPLY:
☑ MUNICIPAL (M) ☐ COMMUNITY (C) ☐ PRIVATE WELL (P) ☐ SHARED WELL (S) ☐ OTHER 'SPRINGS' (O)

RESIDENTIAL PROPERTY TYPE:
☑ HOUSE (H) ☐ MODULAR HOME (M) ☐ MULTIPLE FAMILY (U)
☐ SINGLE MOBILE HOME (S) ☐ DOUBLE WIDE (D)
☐ OTHER (O)

OCCUPANCY (both fields are required):
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 4

COMMERCIAL / INDUSTRIAL PROPERTY TYPE:
TYPE OF BUSINESS:
EMPLOYEES PER SHIFT:
OF SHIFTS:
INDUSTRIAL WASTES? ☐ YES ☐ NO
UNDERGROUND STORAGE TANKS? ☐ YES ☐ NO

ADDITION TYPE ATTACHED TO EXISTING STRUCTURE:
☐ BEDROOM ☐ BATHROOM ☐ KITCHEN ☐ DINING ROOM ☐ LIVING ROOM ☐ DEN
☐ GARAGE ☐ SUNROOM ☐ PORCH ☑ DECK ☐ OTHER

ADDITION TYPE DETACHED FROM EXISTING STRUCTURE:
☑ DETACHED GARAGE ☐ DETACHED GARAGE WITH PLUMBING ☐ POOL HOUSE ☐ SHOP ☐ BARN
☐ STORAGE SHED ☐ DETACHED PORCH / DECK ☑ OTHER attached deck

*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.

DLTG
Owner's/Agent's Signature

6-12-2008
Date

*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 Sanitary Sewage Collection, 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 y this Department.
- This permit is not transferable.

☐ ADDITION / RENOVATION APPROVAL - VALID 1 YEAR FROM ISSUANCE
☐ MOBILE HOME EXCHANGE APPROVAL - VALID 6 MONTHS FROM ISSUANCE

USE EXISTING DENIED

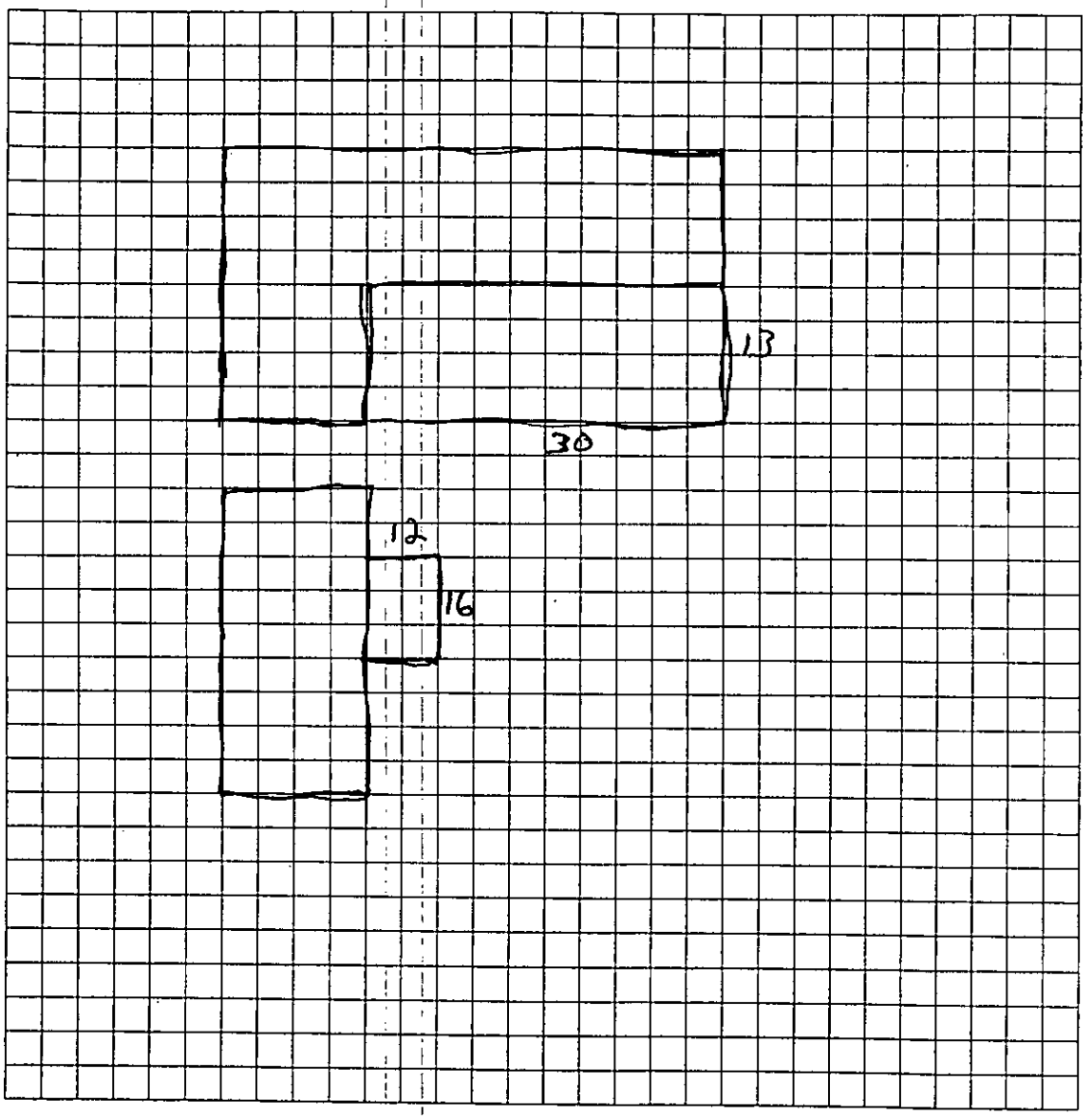
Christopher M Shaw 6/24/08
EHS Signature Date

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

File # _____
Date 6-12-2008

PROPOSED PLOT PLAN

A map showing existing and proposed property lines and easements with dimensions, the location of the single family residence, non-single family residence, or other facility, and appurtenances, the site for the proposed well, and the location of existing or proposed sewer lines and/or sewage disposal systems, surface water bodies, aboveground or underground storage tanks. Name all roads adjoining the property. If this a repair indicate the type of repair.



Owner/Agent Signature	[signature]
Date	6-13-2008

LBC 12/15/04

MECKLENBURG COUNTY

Land Use & Environmental Services Agency
Groundwater & Wastewater Services

June 24, 2008

Mr. David Gerber
9300 Horseshoe Bend Drive
Charlotte, NC 28215

Re: Application for approval to use an existing on-site wastewater treatment & disposal system.
Property Location: 9300 Horseshoe Bend Drive
Health Department file number: **2203A**

Dear Property Owner or Owner's Agent:

On June 20, 2008 the Mecklenburg County Health Department, Groundwater & Wastewater Services Section, evaluated the above-referenced property to determine if approval to use an existing on-site wastewater treatment & disposal system could be granted for your proposed project. This evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 and related statutes, Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule .1900 and related rules, and the Mecklenburg County Groundwater Well Regulations.

Based on the information provided in the application, dated June 12, 2008, and findings from the site evaluation conducted by our office, your request for approval to use an existing on-site wastewater treatment & disposal system is **not** being granted. This decision is based on the following conditions that were identified during the site visit:

- ☐ The existing on-site wastewater treatment & disposal system was not functioning properly at the time the site evaluation was conducted.
- ☒ The proposed plans do not meet the required setbacks for the on-site wastewater treatment & disposal system serving the property.
- ☐ The proposed plans do not meet the required setbacks for the reserved repair area for an on-site wastewater treatment & disposal system.
- ☐ The proposed plans do not meet the required setbacks for water supply wells.
- ☐ The proposed project will exceed the permitted daily design flow for the existing on-site wastewater treatment & disposal system. System alteration will be required in order to accommodate your proposed project.

If you need any additional information or assistance please contact our office at (704) 336-5103.

Sincerely,

Chris Sherrill, R.S., L.S.S.
Environmental Specialist

Encl: (1) Application

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

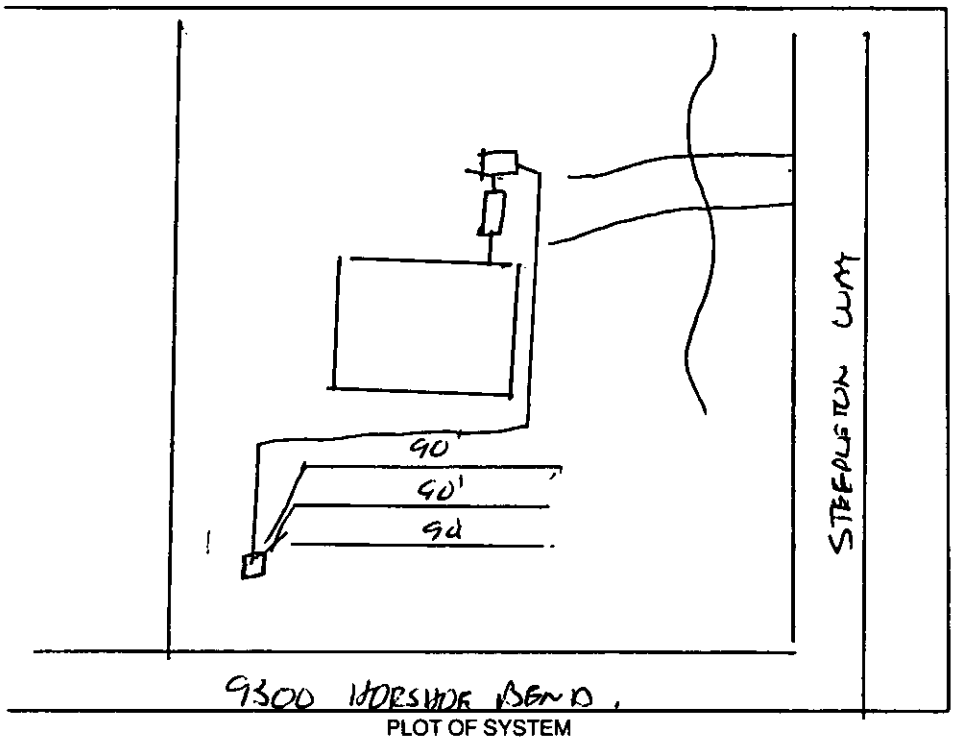
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2203A DATE: 10-15-02

TC: 105-261-41 ☑ L

SERIAL 19161

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 7-20-99. 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 I5A 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 30"

Absorption and/or Nitrification Lines:

Trench Width @ 3 feet

Trench Walls Scored and Porous yes

Total Line Length 270 feet

Number of Lines 3

Depth of Stone NA inches

Distance from House 20' feet

Distance from Property Line 10 feet

Distance from Well 350' feet

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

NAME OF OWNER DAVID GERBER

LOCATION OF PROPERTY 9300 HORSESHOE BEND

Comments: (1) TO SAVE TREES, CONTRACTOR CHOOSES TO INSTALL A 35% REDUCED IN FILTRATOR DRAINFIELD. (2) WARRANTY AND AGREEMENT FORMS ARE REQUIRED.

Environmental Health Specialist

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 2203 A DATE: 12/19/02

TC: 105 261 - 41 ☒ L ☐ CRT

SERIAL Nº 18988

Name of Owner DAVID GERBER Juris.:

Address of Property 9300 HORSESHOE BEND Drive

Inspection Data:

Tank Material 1500/1000

Total Length of Drainfield 270'

Number of Lines 3 @ 90'

Cover Depth 12"

Water Supply Source MUNICPLE

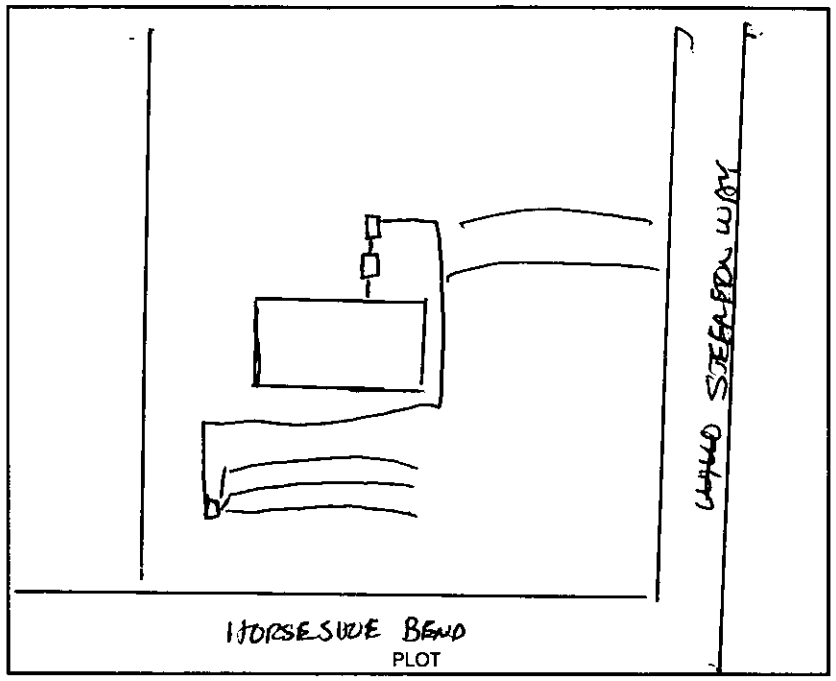
Distance to Water Source >10'

Excavation Inspected 10/24/02

Tank(s) Inspected 12/19/02

Wash Line Inspected –

High Water Alarm Inspected 12/19/02



Design 1500 ST 1000 DT 1200 SFT INNOVATIVE [35%] CTR# BOBBY McCARVER

The undersigned has inspected the Septic Tank System described above, and certifies it has been

☐ installed or constructed ☐ altered or repaired

☐ in accordance with the permit issued ☐ as detailed in the plot above

and meets the provisions of I5A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☐ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of I5A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: 10/24/02 PRESSURE MANIFOLD AND 3 LINES 90' INFILTRATOR [35% REDUCTION] INSPECTED BY JEROMY MICHELOVE.

TYPE II - B, G INNOVATIVE.

Environmental Health Specialist

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

FEE: 100.00 CK# 1530
DATE: 1/27/00

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

[ ] CRT

TYPE APPLICATION: [X] 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

Add'l Site Evaluation

FILE #: 2203A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 10521041 207

STREET ADDRESS: 9300 Horseshoe Bend

SUBDIVISION OR MOBILE HOME PARK NAME: Farmwood North

LOT NUMBER: ~~41~~ 30

TYPE OF BUILDING (CHECK ONE):

[ ] SINGLE MOBILE HOME(S) [ ] MODULAR HOME (M)
[ ] DOUBLE WIDE (D) [ ] MULTIPLE FAMILY (U)
[X] HOUSE (H) [ ] OTHER (O)

TOWNSHIP (CHECK ONE):

[X] 0 MECKLENBURG [ ] 4 PINEVILLE
[ ] 1 CHARLOTTE [ ] 5 MATTHEWS
[ ] 2 DAVIDSON [ ] 6 HUNTERSVILLE
[ ] 3 CORNELIUS [ ] 7 MINT HILL

HEATED SQUARE FOOTAGE: 2,100

NUMBER OF BEDROOMS: ~~4~~ 3 NUMBER OF OCCUPANTS: 4

FOUNDATION FOR RESIDENCE: D.B.

[ ] WITHOUT BASEMENT
[ ] ON SLAB
[ ] CRAWL SPACE
[X] WITH BASEMENT /PLUMBING
[ ] WITH BASEMENT /NO PLUMBING

CLOSING DATE: _____

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: [ ] YES [X] NO TYPE: _____

WATER SUPPLY (CHECK ONE):

[ ] COMMUNITY (C) [ ] MUNICIPAL (M) [ ] PRIVATE WELL (P)
[X] 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 [X] NO
EXISTING WASTEWATER SYSTEMS [ ] YES [X] NO
EASTMENTS OR RIGHT-OF-WAYS [ ] YES [X] NO
WELL, SPRINGS OR WATERLINES [ ] YES [X] NO
DESIGNATED WETLANDS [ ] YES [X] NO

PROPERTY OWNER:

NAME: (LAST) BMI LAND CO, INC (FIRST) ~~Robin~~ (MI) ~~Charte~~

ADDRESS: PO Box 25746

CITY: Charlotte STATE: NC ZIP: 28229

DAYTIME PHONE: ( ) 534-6300

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Gerber (LAST) David (FIRST) (MI)

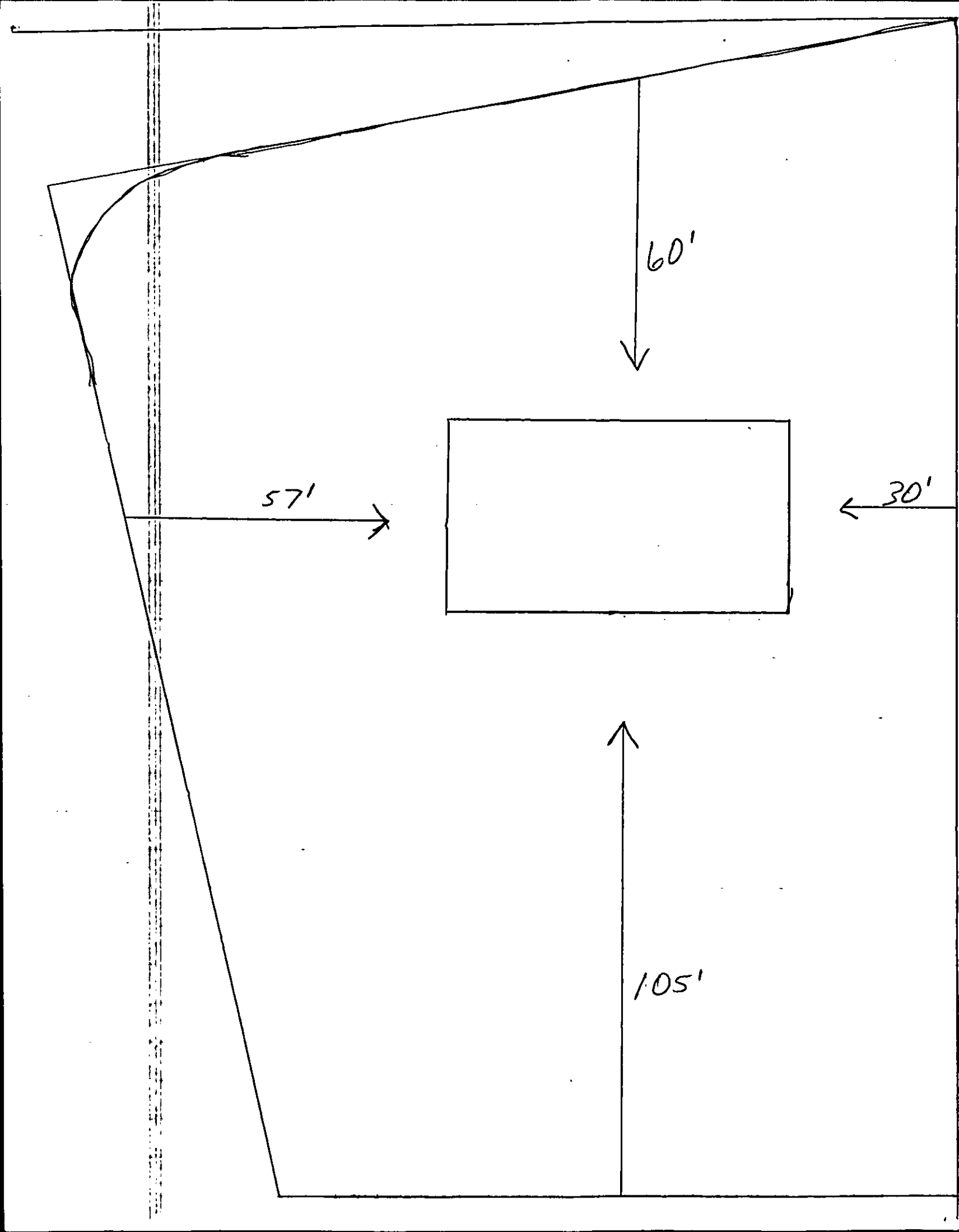
DAYTIME PHONE: ( ) 531-4490

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: David T. Gerber DATE: 1-25-00

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


60'
57'
30'
105'

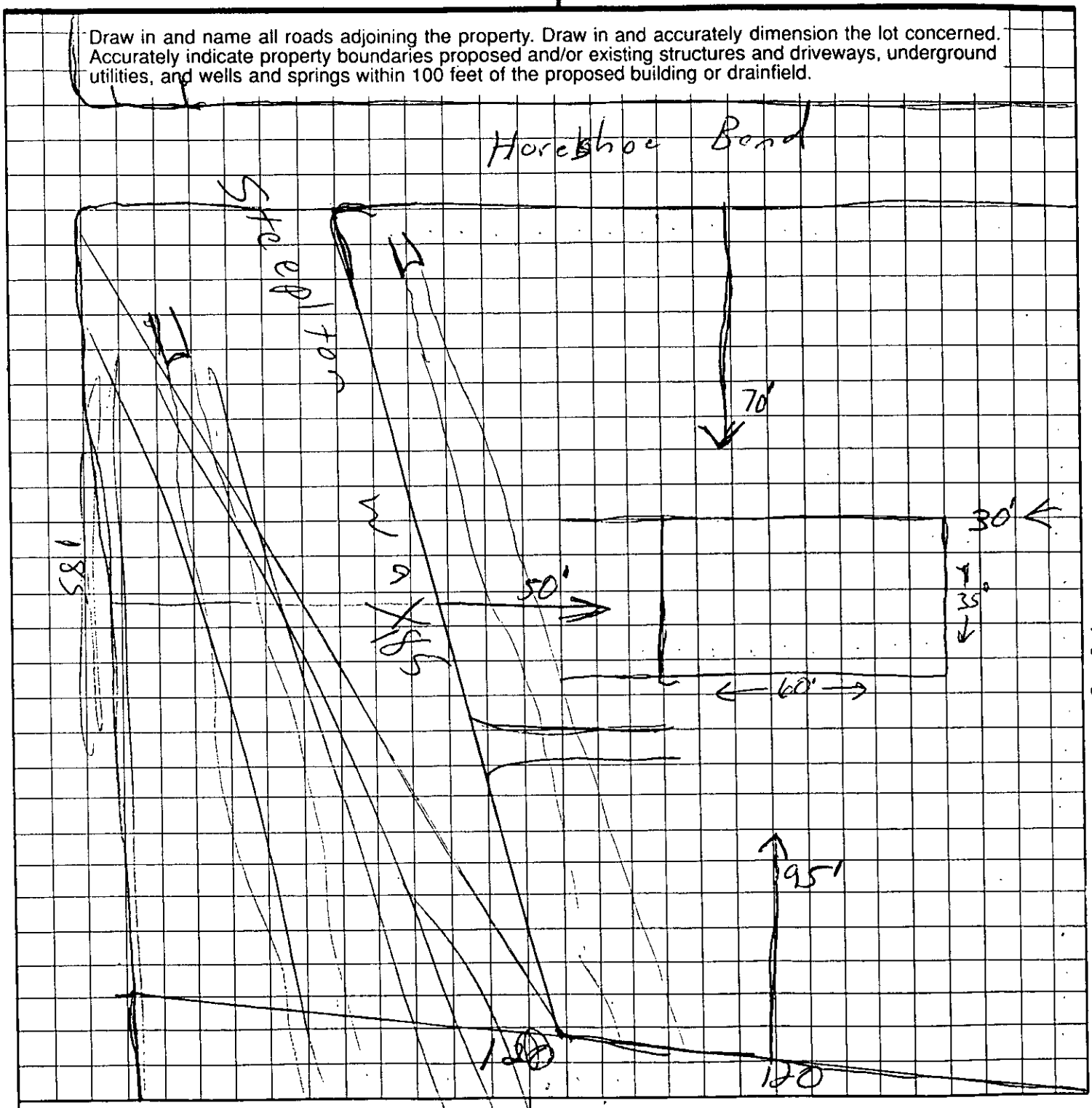
PROPOSED PLOT PLAN

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

FILE: 2203A

TC: 105-261-41

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

APPROVAL DATE

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

Permit Number: 2203A

Tax Number: 105-261-41

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	✓ Yes	___ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	X 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)	___ Trench spacing (min. on centers)	
WD Serviced by private well	1500 Gallon septic tank	300 Total trench length (ft)	30" 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	NA Depth of stone		
Any surface waters present:	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions: ① THIS WILL REQUIRE AN AGREEMENT FORM TO BE SIGNED AND FILED W/ REGISTER OF DEEDS OFFICE AND A COPY SUBMITTED TO THIS DEPT. ② PRESSURE MANIFOLD REQUIRED.				
Repair Area System Type Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	X Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
200 Absorption Area (Sq ft) 300 Total Trench Length (Ft)	NA Depth of Stone Trench	9' Trench spacing (min. on centers)	30" 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: 2-4-2000

X Owner/Agent Signature — Date: 2-17-00

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

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

IWWS-100195

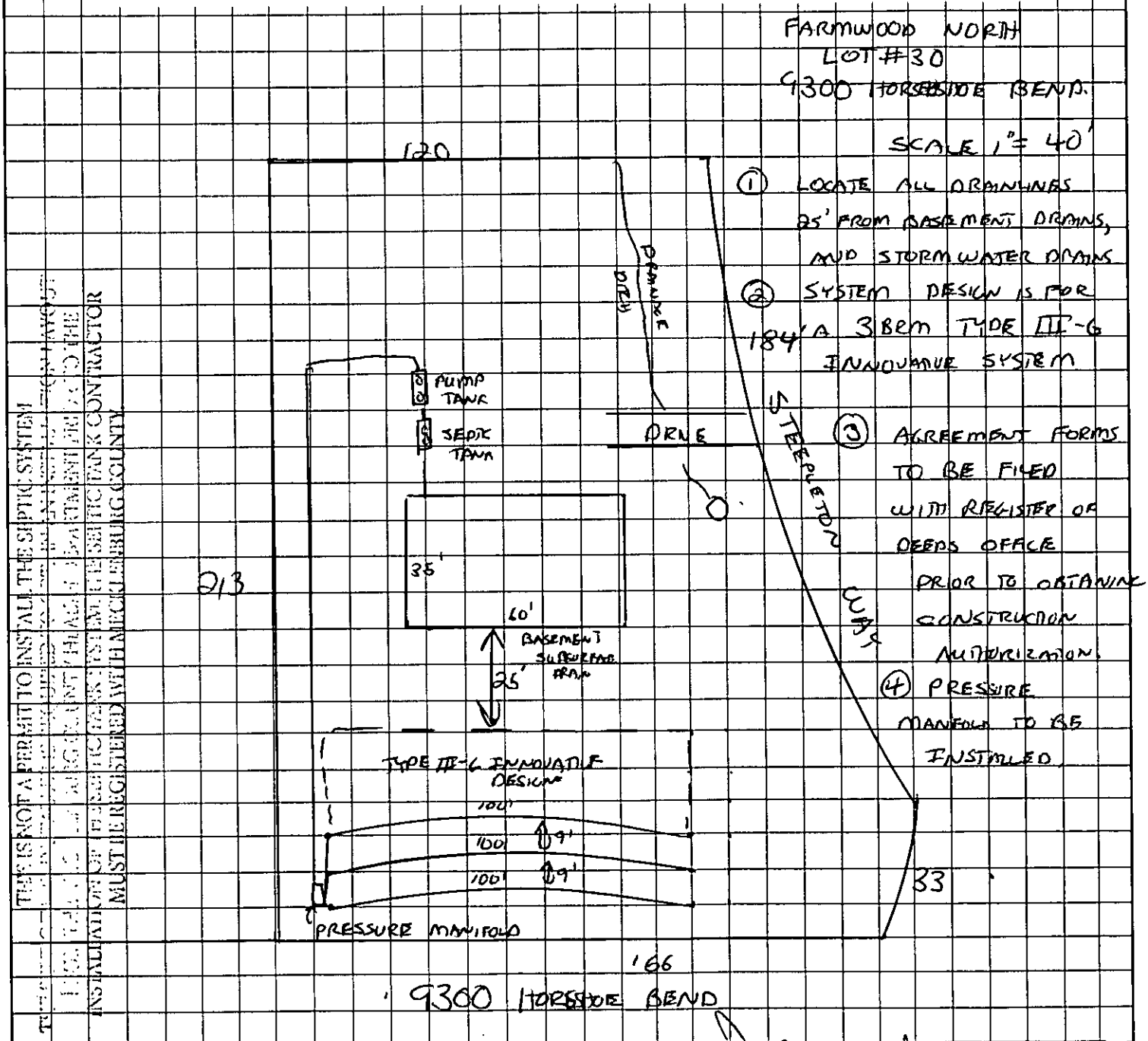
PROPOSED PLOT PLAN

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

FILE: 2203A

TC: 105-261-41

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.



THERE IS NOT A PERMIT TO INSTALL THE SEPTIC SYSTEM! INSTALLATION OF THE SEPTIC TANK SYSTEM MUST BE REGISTERED WITH MECKLENBURG COUNTY

OWNER/AGENT SIGNATURE

DATE 2-17-00

APPROVAL DATE 2-8-2006

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

Mecklenburg County
Health Department

September 22, 1999

Bill Caudle
9905 Spring Creek Drive
Midland, NC 28101

Re: Farmwood North, lot 30
File: 2203A
Parcel: 105-261-41

Dear Property Owner:

Receipt of your Application for Improvement Permit for the above referenced property is acknowledged. A soil evaluation and a site visit have been conducted. The results of the evaluation indicated that the site is **UNSUITABLE** under Rule .1945 **AVAILABLE SPACE.** For this reason your Application for Improvement Permit is denied. A possible way to develop the site exists under Rule .1948(d), which reads as follows:

> A site classified as **UNSUITABLE** may be used for a ground absorption sewage treatment and disposal system specifically identified in Rules .1955, .1956, or .1957 of this Section or a system approved under Rule .1969 if written documentation including engineering, hydrogeologic, geologic or soil studies, indicates to the local health department that the proposed system can be expected to function satisfactorily. Such sites shall be reclassified as **PROVISIONALLY SUITABLE** if the local health department determines that the substantiating data indicate that:
>
> (1) a ground absorption system can be installed so that the effluent will be non-pathogenic, non-infectious, non-toxic, and non-hazardous;
> (2) the effluent will not contaminate ground or surface water; and
> (3) the effluent will be exposed on the ground surface or be discharged to surface waters where it could come in contact with people, animals, or vectors.

The State shall review the substantiating date if requested by the local health department.

Please be advised that you have the right to an informal review by this department. You also have the right to appeal under G.S. 130A-24, and to have the appeal held in Mecklenburg County

You may wish to contact the Charlotte-Mecklenburg Utility Department at 399-25511 to inquire about the possibility of municipal sewer service.

If you have any questions regarding this matter, please call me at 336-5573.

Sincerely,

J. Andrew Walker, R.S.
Individual Water and Wastewater Systems

FEE: 200 ck#1141
DATE: 7-20-99 VW

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

COPY #2 1 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 #: 9803A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 105-261-41

STREET ADDRESS: 9300 Horse Shoe Bend

SUBDIVISION OR MOBILE HOME PARK NAME: Farm Wood North

LOT NUMBER: 30

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: 1800

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 7

CLOSING DATE _____

Lot checked 6-3-99
use initial report.
WAM 8-4-99

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:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: BMI land Company (Trustee) (LAST) (FIRST) (MI)	NAME: Brunson Dean (LAST) (FIRST) (MI)
ADDRESS:	DAYTIME PHONE: (704 753-4359
CITY: STATE: ZIP:	Bill Caudle
DAYTIME PHONE: ( ) —	9905 Spring Creek Dr. Midland NC 28107

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: Billy J. Caudle DATE: 7-20-99

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

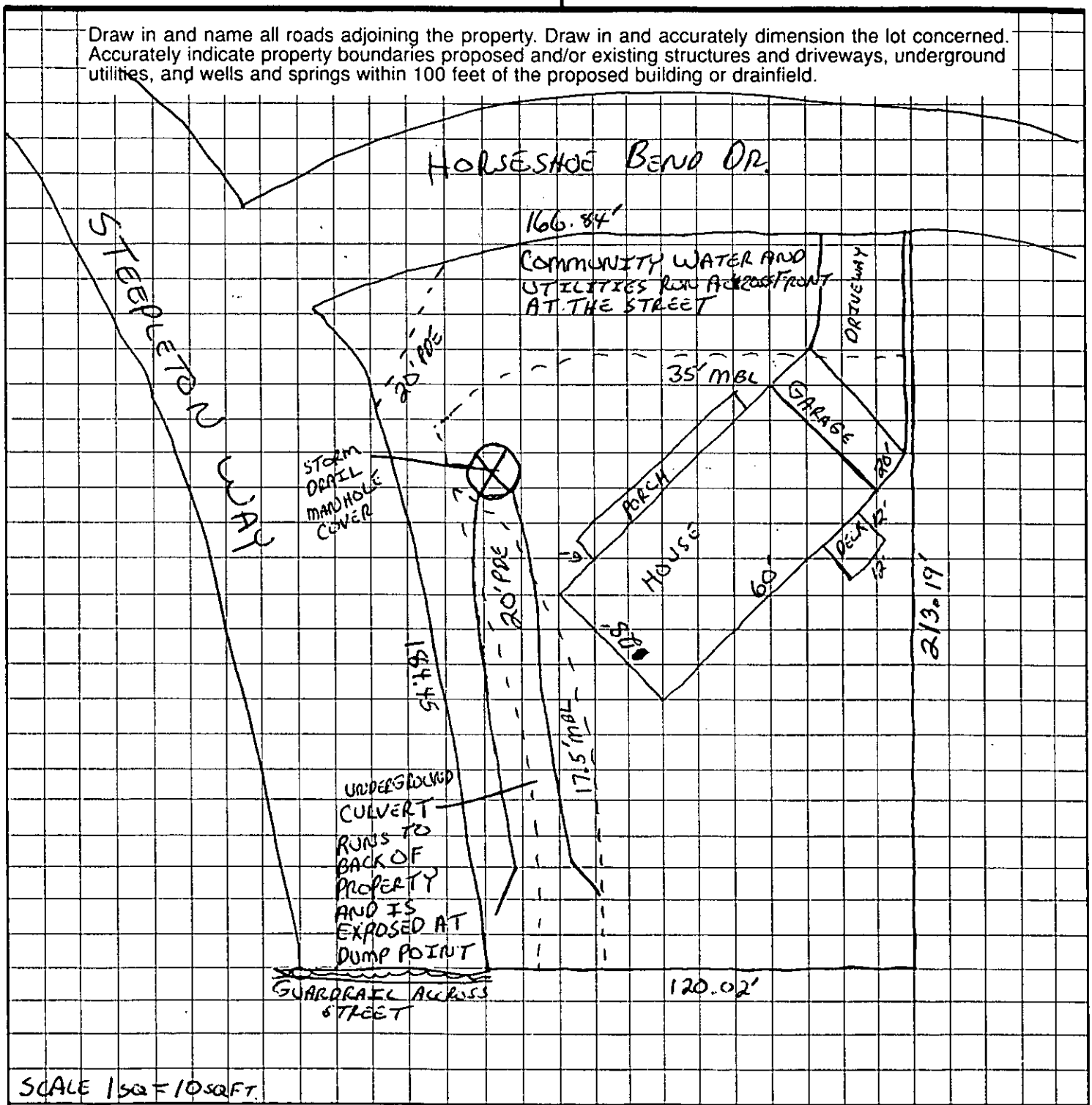
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

COPY

FILE: 2203A

TC: 165-261-41

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 1sq = 10sq FT

Bill Condlle
OWNER/AGENT SIGNATURE

DATE 7-20-99

APPROVAL DATE _____

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

MECKLENBURG COUNTY ENVIRONMENTAL HEALTH
SITE EVALUATION REPORT
SERIAL NUMBER 11241

File: 2203A Action: 2
Parcel: 10515201,03 PO

Location: 9300 Horseshoe Bend Road

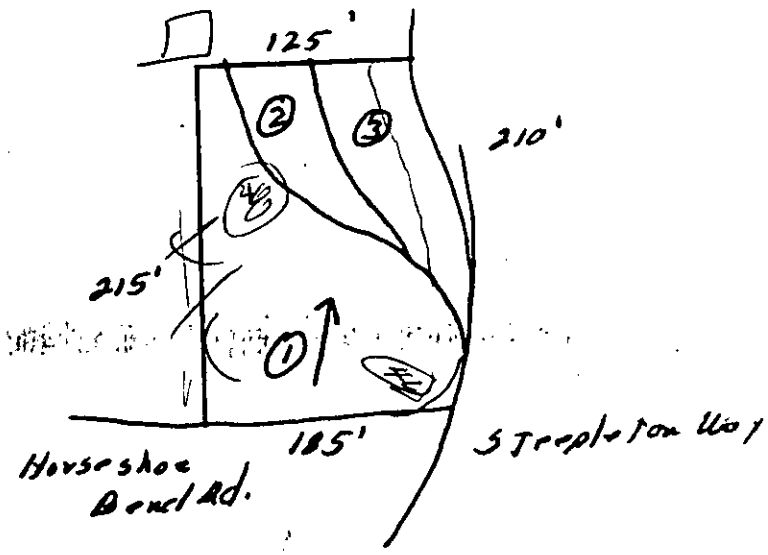
Subdivision:

Lot: L30 Block: Acres: .60

Owner: Bob McLemore Company, Inc.
Address: PO Box 25746
Charlotte, NC 28212

Comments: _____

Described by: William A. Marsh
Date: 11-17-87



***** EVALUATION KEY *****

S = Suitable U = Unsuitable
PS = Provisionally Suitable
The "Area Classification" below indicates the suitability of areas in the diagram.

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	ARE
Topography	(S) PS U 2-8%	S PS (U) complex slopes	S PS (U) storm Drain	S PS U	S PS U	S PS
Texture	S (PS) U Clay	S PS U —	S PS U —	S PS U	S PS U	S PS
Structure	S (PS) U Blocky	S PS U —	S PS U —	S PS U	S PS U	S PS
Drainage	S (PS) U 7-36" Clay	S PS U —	S PS U —	S PS U	S PS U	S PS
Depth	S (PS) U 7-36"	S PS U —	S PS U —	S PS U	S PS U	S PS
Restrictive Horizons	S (PS) U 7-36"	S PS U —	S PS U —	S PS U	S PS U	S PS
Available Space	S (PS) U Restricted	S PS U —	S PS U	S PS U	S PS U	S P
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S P
Soil Group/Series	10A Cecil-Lloyd	complex slopes	storm Drainageway			
Area Classification	S PS (U)	S PS (U)	S PS (U)	S PS U	S PS U	S P

FEE: 200.00 ck#1141
DATE: 7-20-99 VW

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 #: 28037

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 105-261-41

STREET ADDRESS: 9300 Horseshoe Bend

SUBDIVISION OR MOBILE HOME PARK NAME: Farm Wood North

LOT NUMBER: 30

TOWNSHIP (CHECK ONE):

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

CLOSING DATE _____

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 1800

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 7

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	WELL, SPRINGS OR WATERLINES	___ YES ___ NO
EXISTING WASTEWATER SYSTEMS	___ YES ✓ NO	DESIGNATED WETLANDS	___ YES ___ NO
EASTMENTS OR RIGHT-OF-WAYS	✓ YES ___ NO		

PROPERTY OWNER:

NAME: BMI land Company (Trustee)
(LAST) (FIRST) (MI)

ADDRESS:

CITY: STATE: ZIP:

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Brunson Dean
(LAST) (FIRST) (MI)

DAYTIME PHONE: (704 753 – 4359

Bill Caudle
9905 Spring Creek Dr. Midland NC 28107

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: Billy J. Caudle DATE: 7-20-99

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

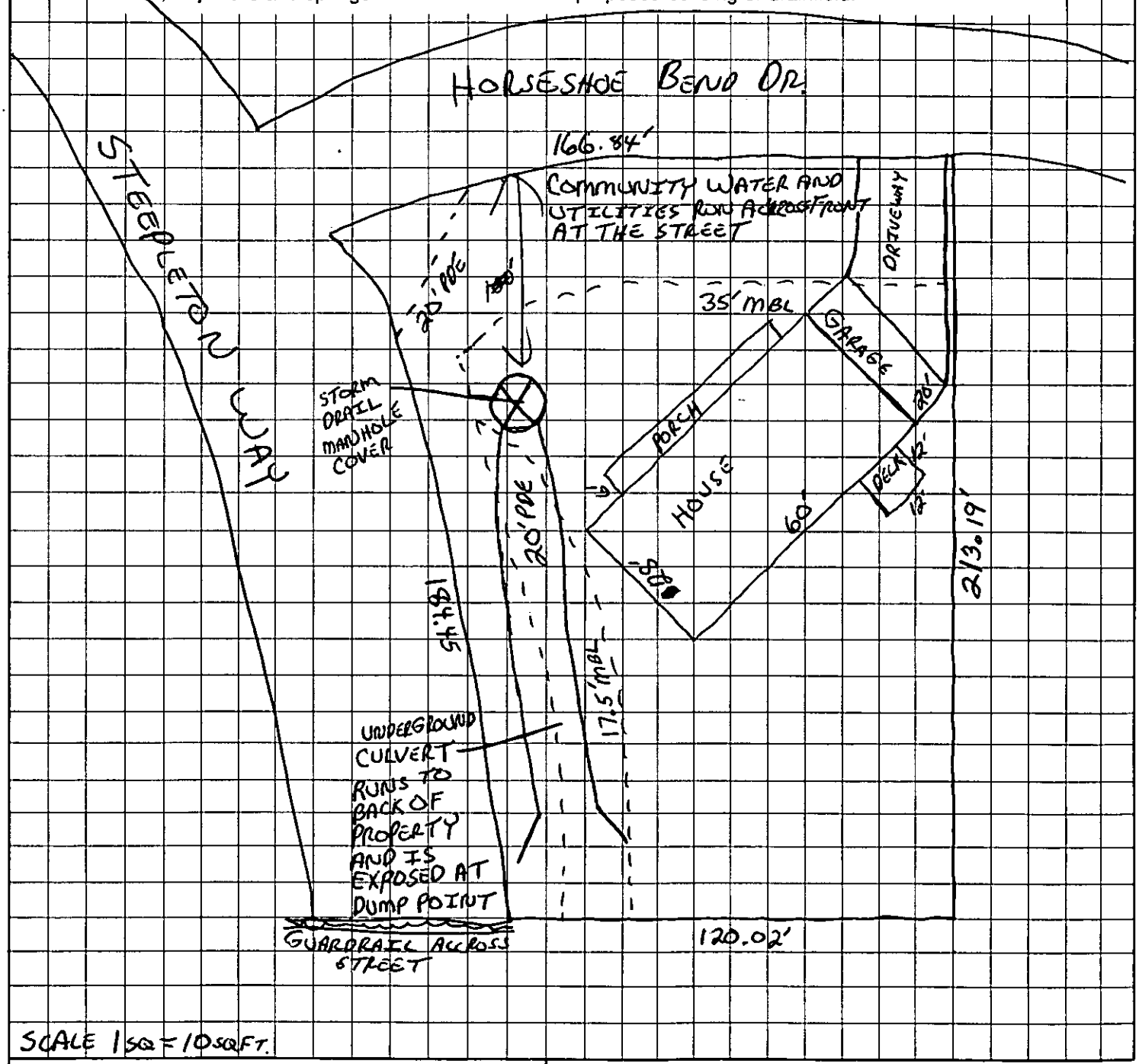
PROPOSED PLOT PLAN

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

FILE: 2203A

TC: 165-261-41

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 1sq=10sqft.

Bill Conolle
OWNER/AGENT SIGNATURE

DATE 7-20-99

APPROVAL DATE _____

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

OFFER TO PURCHASE AND CONTRACT

DAVID J. & JANINE V. GERBER, as Buyer, hereby offers to purchase and SUNLION HOMES INC, 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 MECK., State of North Carolina, being known as and more particularly described as: Street Address 9300 HORSESHOE BEND Zip 28215 Legal Description: L30 B4 M22-24.
(☐ All ☐ A portion of the property in Deed Reference: Book 6605, Page No. 483, 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:
N/A

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

4. **PURCHASE PRICE:** The purchase price is $ 20,000.00 and shall be paid as follows:
(a) $ 1,000.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by COLDWELL BANKER FLOUHOUSE, REALTORS ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, 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) $ 19,000.00, 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: N/A loan at a __Fixed Rate __Adjustable Rate in the principal amount of N/A (plus any financed VA Funding Fee or FHA MIP) for a term of ____year(s), at an initial interest rate not to exceed _____% per annum, with mortgage loan discount points not to exceed _____% of the loan amount. Buyer shall apply for said loan within ___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 _____ 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:
N/A
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for _____ 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
(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:
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 $ 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 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.

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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)_____.

☐ 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 _____. Seller shall provide written notice to Buyer of Seller's response within _____ 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 _____ 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 02/24/00, at a place designated by Buyer. The deed is to be made to DAVID J. & JANINE V. GERBER.

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.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

1.) THIS OFFER IS SUBJECT TO APPROVAL BY MECKLENBURG COUNTY OF PERCULATION TESTS FOR A 3 BEDROOM 2.5 BATH RESIDENCE.

2) SUBJECT TO ANY HOMEOWNERS ASSOC. RESTRICTIONS, IF ANY, BEING ACCEPTABLE.

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: 01-25-00 Date: _____

✕ Buyer David J. Gerber (SEAL) Seller _____ (SEAL)

✕ Date: 01-25-00 Date: _____

✕ Buyer Janine V Gerber (SEAL) 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 01-25-00 Firm: COLDWELL BANKER FLOYHOUSE, REALTORS

By: George Persons

Selling Agent/Firm/Phone GEORGE PERSONS / COLDWELL BANKER FLOYHOUSE, REALTORS 704/541-5111 VM 679-2206

Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone _____

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

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

RCS

DATE: 2/15/2000 PERMIT NO: 2203A
PARCEL NO: 105-261-41

JOB LOCATION ADDRESS: 9300 HORSHOE BEND
PROPERTY OWNER: DAVID GERBER
BUILDING CONTRACTOR:
SUBDIVISION NAME: FARM WOOD NORTH, LOT #30
AUTHORIZATION ISSUED BY: [signature] DATE: 2/15/2000
DEHNR AUTHORIZED AGENT

FD

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2203A, 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: (1) MUST HAVE AGREEMENT FORM SIGNED RECORDED AND A COPY SUBMITTED TO THIS OFFICE

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 [signature] 2-17-00
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

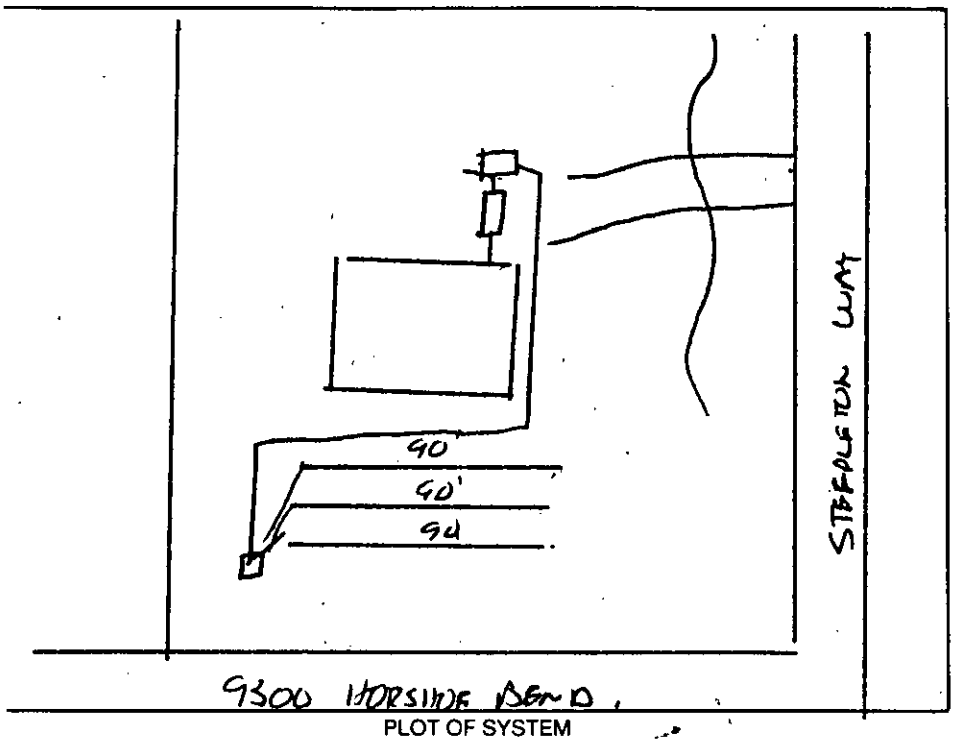
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2203A DATE: 10-15-02

TC: 105-261-41 ☐ L

SERIAL 19161

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 7-20-99. 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.



9300 HORSESHOE BEND.

PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank 1000 gallons

Tank Construction PCC

Trench Depth 30"

Absorption and/or Nitrification Lines:

Trench Width @ 3 feet

Trench Walls Scored and Porous yes

Total Line Length 270 feet

Number of Lines 3

Depth of Stone NA inches

Distance from House 26' feet

Distance from Property Line 10' feet

Distance from Well 250' feet

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

NAME OF OWNER DAVID GERBER

LOCATION OF PROPERTY 9300 HORSESHOE BEND

Comments: (1) TO SAVE TREES, CONTRACTOR CHOOSES TO INSTALL A 35% REDUCED INFILTRATOR DRAINFIELD. (2) WARRANTY AND AGREEMENT FORMS ARE REQUIRED.

Environmental Health Specialist

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

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: 2203A DATE: 10-15-02

TC: 106-261-41 ☐ L

SERIAL 19161

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 7-20-99. All work shall be completed on or before 1 YEAR FROM DATE OF APPROVAL 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.

I WAS CONTACTED BY [illegible] AFTER THE SEPTIC TANK HAD A CRACK IN THE BOTTOM. ALL THE DIRT AND GRAVEL HAD BEEN PUT BACK AND GRADED. I ADVISED HIM TO CONTACT THE SEPTIC TANK MANUFACTURER AND HAVE THEM REPAIR THE CRACK AND AFFIX A BUY LINE NOT REQUIRED INSPECTED.

SEPTIC TANK. DID HAVE A CRACK @ BOTTOM.

4:00 P.C. TO BOBBY McCARGER, CONTRACTOR, AND ADVISED HIM OF SITUATION.

12-3-02 2:30 ONSITE VISIT W/ BOB McCARGER, DAVID GERBER, MR. DELLINGER - SEPTIC TANK MANUFACTURER, TANK APPEARED TO BE WATER TIGHT, NO EXISTING WATER INSIDE TANK. TANK WAS SCORED AND PERFORATED AND MR. DELLINGER PROPOSED SEALING THE HOME OWNER ADVISED HE WOULD RATHER NOT DUE TO CONTAMINATION, AND DIFFICULTY OF EXCAVATION, AND ADVISED IF THE STRUCTURE COULD BE UNDERMINED, THE TANK WOULD HAVE TO BE REPLACED, UNLESS AN ENGINEER COULD ADDRESS THE POSSIBLE PROBLEMS. TO REPAIR TANK IN PLACE W/ A PLAN APPROVED BY DEHNR/STEVE BERKOWITZ, OR OTHERWISE APPROVED BY DEHNR/STEVE BERKOWITZ. GARY DELLINGER ADVISED HE WOULD CALL DEHNR, AS I WOULD TO EXPLAIN SITUATION.

PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1 1/1500 gallons

Liquid Capacity of Dosing Tank 1000 gallons

Tank Construction PC

Trench Depth 30"

Absorption and/or Nitrification Lines:

Trench Width @ 3 feet

Trench Walls Scored and Perforated YES

Total Line Length APPROX 120 LINEAR

Number of Lines BEFORE TANK 3, DUE TO

Depth of Stone EXISTING APPR inches

Distance from House ENGINEER, AND feet

Distance from Property Line 10 feet

Distance from Well 350 feet

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

NAME OF OWNER: DAVID GERBER

LOCATION OF PROPERTY: 5800 HOPSE SIDE BEND

Comments: (1) AC. TO STEVE BERKOWITZ, LEFT MESSAGE ADVISING OF TREES, CONTRACTOR CLOSER STO INSTALL A 30 35% REDUCTION NEW 1500 GAL SITUATION - REDUCER FOR EFFLUENT FOR DRAINFIELD. (2) WARRANTY AND 12/4/02 OSD W/ AGREEMENT FORMS ARE REQUIRED. TANK HOLE, NO OBVIOUS CAUSE TO BE REMOVED. NO RUN OFF OBSERVED. POSSIBLE TANK DEFECT OR - TANK COLLAPSE.

Environmental Health Specialist

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

FEE: MC CK # 1530

DATE: 1/27/00

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

[ ] CRT

TYPE APPLICATION: X 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

COPY

Add'l Site Evaluation

FILE #: 2203A

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 105-101-11 ECT

STREET ADDRESS: 9306 Horseshoe Bend

SUBDIVISION OR MOBILE HOME PARK NAME: Farmwood North

LOT NUMBER: ~~49~~ 30

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2,100

NUMBER OF BEDROOMS: 4 | NUMBER OF OCCUPANTS: 4

FOUNDATION FOR RESIDENCE: 3 BEDROOM @ OWNERS REQUEST

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

CLOSING DATE: _____

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

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

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

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

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: (LAST) BMI LAND CO, INC (FIRST) ~~Charlotte~~ (MI) ~~Rotti~~	NAME: (LAST) Gerber (FIRST) David (MI)
ADDRESS: PO Box 25746	DAYTIME PHONE: ( ) 531 - 4490
CITY: Charlotte STATE: NC ZIP: 28229	
DAYTIME PHONE: ( ) 534 - 6300	

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: David T. Gerber DATE: 1-25-00

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

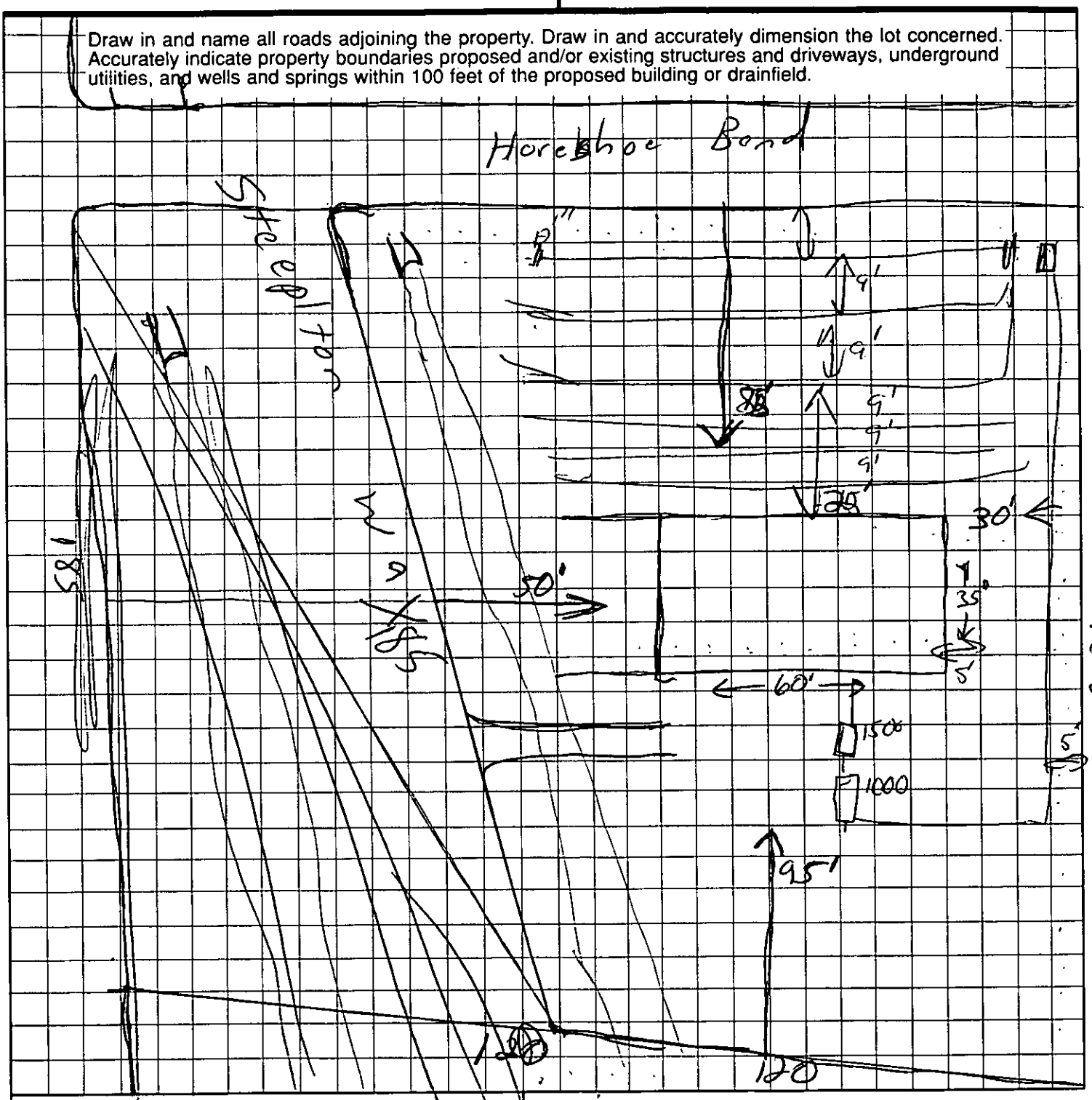
PROPOSED PLOT PLAN

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

FILE: 2203A

TC: 105-261-41

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

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

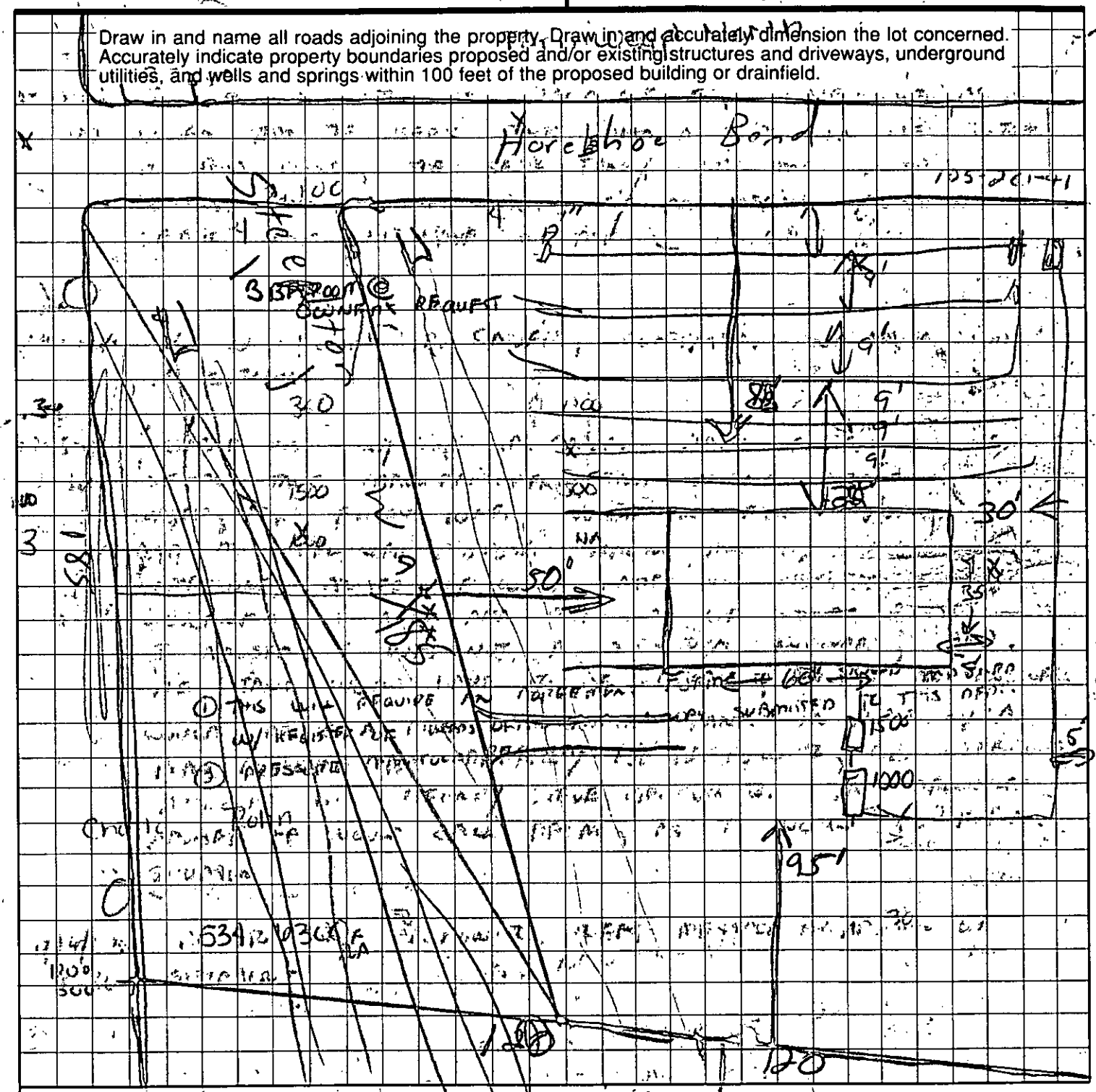
PROPOSED PLOT PLAN

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

FILE: 105 [illegible] 001

TC: 7300 [illegible] Bend

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

APPROVAL DATE

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

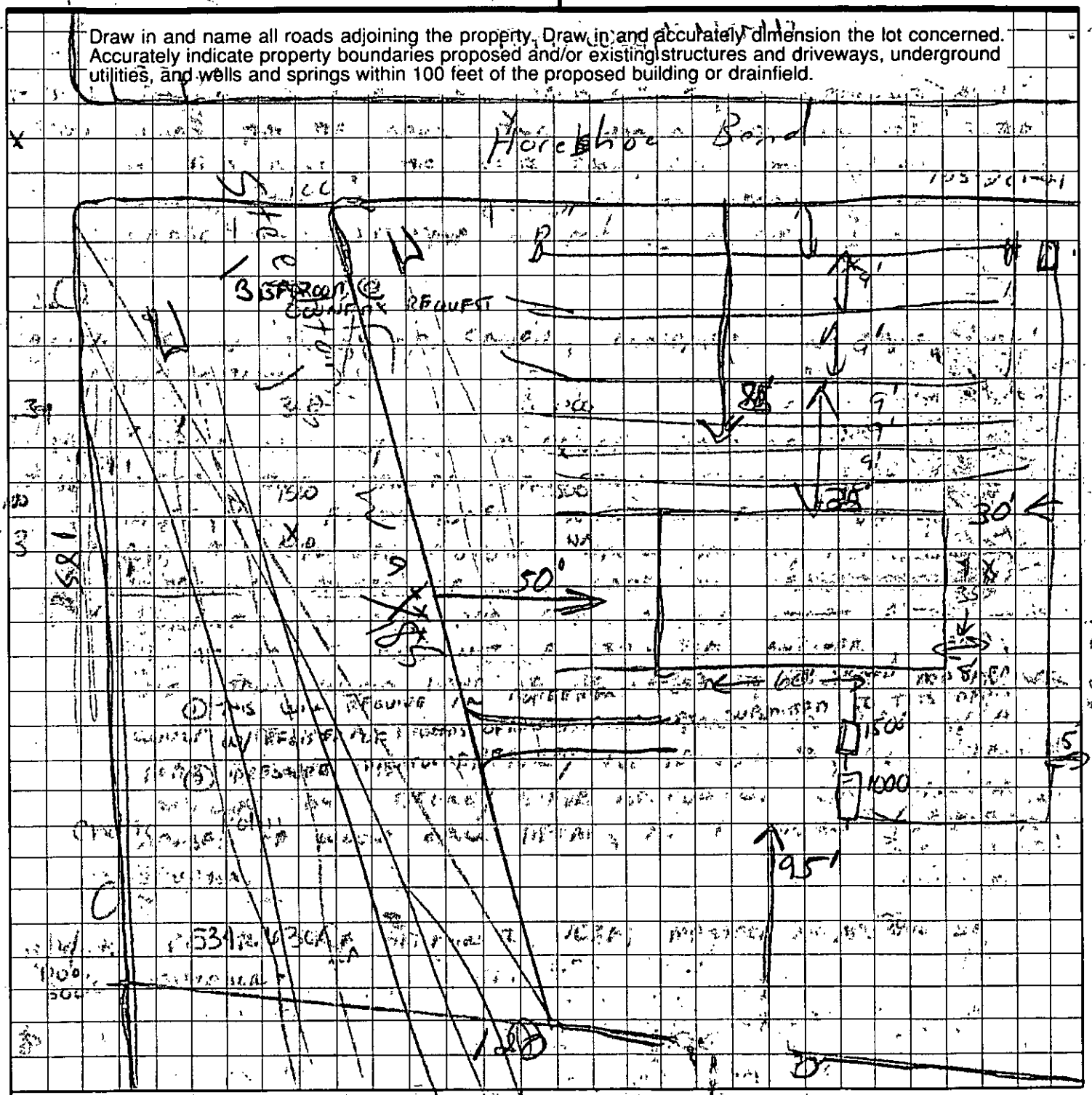
PROPOSED PLOT PLAN

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

FILE: 105-329-71 Lot 1 & 2

TC: 1300 Horseshoe Road

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.

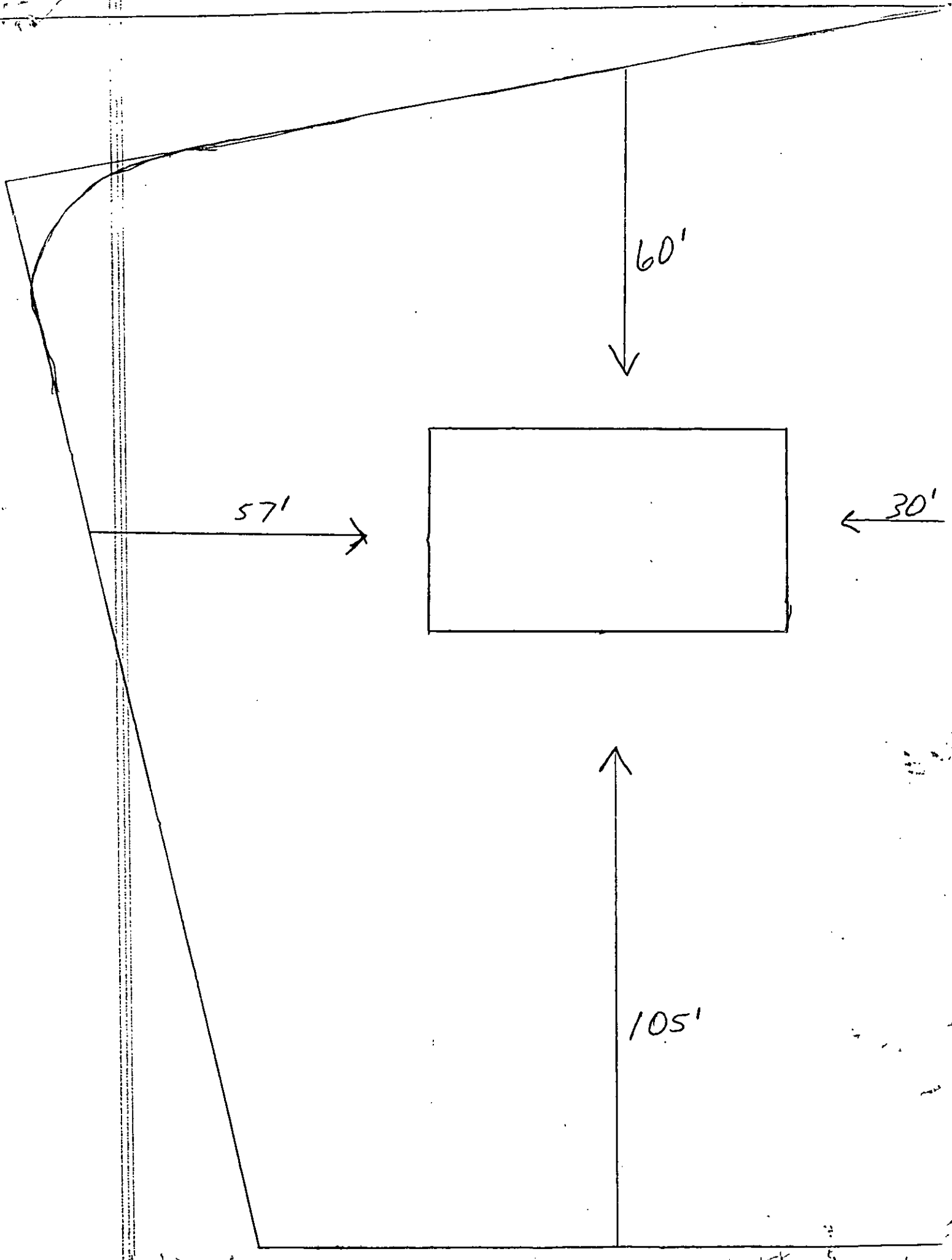


OWNER/AGENT SIGNATURE

DATE

APPROVAL DATE

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


60'
57'
30'
105'

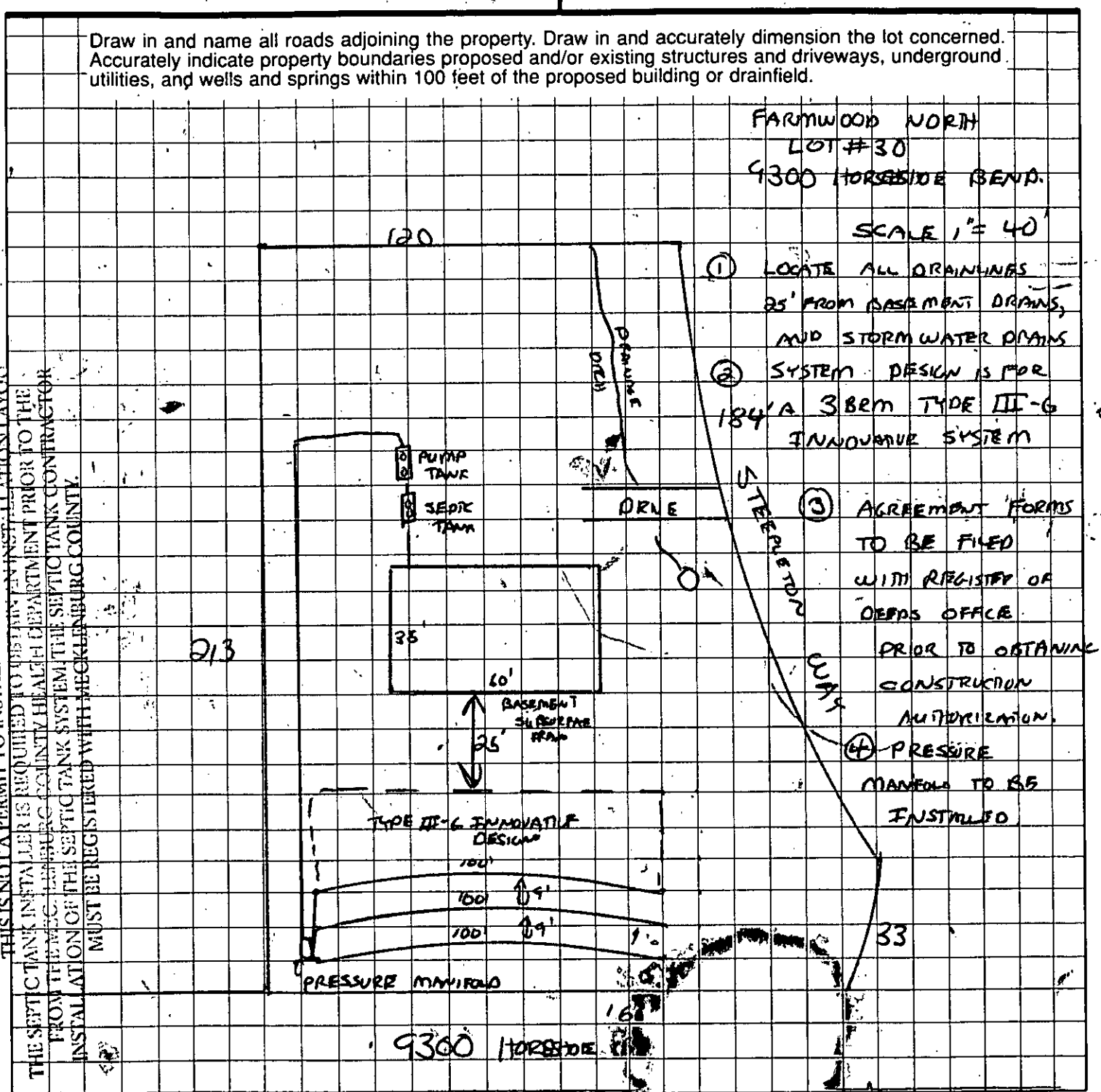
PROPOSED PLOT PLAN

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

FILE: 2203A

TC: 105-261-41

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.



THIS IS NOT A PERMIT TO INSTALL THE SEPTIC SYSTEM
THE SEPTIC TANK INSTALLER IS REQUIRED TO OBTAIN A PERMIT TO INSTALL THE SEPTIC SYSTEM LAYOUT FROM THE MECKLENBURG COUNTY HEALTH DEPARTMENT PRIOR TO THE INSTALLATION OF THE SEPTIC TANK SYSTEM. THE SEPTIC TANK CONTRACTOR MUST BE REGISTERED WITH MECKLENBURG COUNTY.

APPROVAL DATE 2-8-2000

OWNER/AGENT SIGNATURE

DATE

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

3

270.0

56

3 | 288

24

48

SERVICE REQUEST/WORK ORDER

LOG NO: _____ Page ____ of ____

DATE	ACTIVITY REPORT
11-21-02 2:00	I WAS CONTACTED BY DAVID GERBER, HOMEOWNER, AND HE ADVISED THAT THE SEPTIC TANK HAD A CRACK IN THE BOTTOM. AT THIS POINT, THE SEPTIC TANK, PUMP TANK, PUMP, CONTROLS, AND NEMA 4X BOX HAVE NOT BEEN INSPECTED, SEPTIC TANK DID HAVE A CRACK @ BOTTOM.
RG 4:00	P.C. TO BOBBY Mc CARVER, CONTRACTOR, AND ADVISED HIM OF SITUATION.
12-3-02 2:30	ONSITE VISIT W/ BOB Mc CARVER, DAVID GERBER, MR. DELLINGER - SEPTIC TANK MANUFACTURER. TANK APPEARED TO BE HOLDING WATER, FROM EXISTING WATER INSIDE TANK FROM TANK YARD, AND MR. DELLINGER PROPOSED SEALING TANK W/ HYDRAULIC CEMENT. HOMEOWNER ADVISED HE WOULD RATHER NOT REMOVE TANK, DUE TO CONFINED LOCATION, AND DIFFICULTY OF ~~DEMO~~ EXISTING DRAIN. I ADVISED I WAS NOT A STRUCTURAL ENGINEER, AND THE TANK WOULD HAVE TO BE REPLACED, UNLESS AN ENGINEER COULD DEVISE A PLAN TO REPAIR TANK IN PLACE W/ A PLAN APPROVED BY DENR/STEVE BERROWITZ, OR OTHERWISE APPROVED BY DENR/ STEVE BERROWITZ. GARY DELLINGER ADVISED HE WOULD CALL DENR, AS I WOULD TO EXPLAIN SITUATION.
12/4/02 5:30	P.C. TO STEVE BERROWITZ, LEFT MESSAGE ADVISING OF SITUATION -
12-11-02 11:45	P.C. FROM STEVE BERROWITZ, HE ADVISED THAT TANK NEEDED TO TO BE REPLACED.
12/12/02	P.C. TO BOBBY McCARVER - ADVISED OF ABOVE SITUATION.
12/19/02	OSD W/ BOB Mc CARVER, NEW 1500 gal TANK SET, OLD TANK REMOVED. NO ROCK OBSERVED IN TANK HOLE, NO OBVIOUS CAUSE OF TANK CRACK, EXCEPT POSSIBLE TANK DEFECT -

c:/original/serreqp2.frm

FOR REGISTRATION JUDITH A GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2003 FEB 18 02:27 PM
BOOK 14844 PAGE 983-986 FEE $20.00
INSTRUMENT # 2003032137

Returned to customer

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 # 2203A
PARCEL # 105-261-41

The undersigned, D & J. Gee, owner of property located at 9300 Horseshoe Bend, (the "site") and described in an instrument recorded in Book _____ at Page _____, 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: David Gaither
Mail after recording to: 9300 Horseshoe Bend Dr.
Charlotte, N.C. 28215

-- 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 18 day of Feb, 2003, 20___.

D.F.T. Inc. (SEAL)
(~~Corporate Name~~)

David J. Gruber (SEAL)

By: _____ (SEAL)

_____ President (SEAL)

(SEAL)

ATTEST:

_____

_____ Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF Cabarrus

I, David L. Barnhardt, a Notary Public for said County and State, do hereby certify that David I. Gerber personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 18 day of February, 2003.

DANIEL L BARNHARDT NOTARY PUBLIC CABARRUS COUNTY MY COMMISSION EXPIRES SEPTEMBER 1, 2007

Notary Public

My Commission Expires:

_____

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



704-376-3830

Reference Desk
Online Document Research
Permit Insp www.ncDKpermit.com

B0958663

INFILTRATOR® SYSTEMS INC

Environmental Onsite Wastewater Solutions™

North Carolina
Five Year Limited Warranty
Approved Effective April 24, 2002

Infiltrator Systems Inc. (hereinafter "the Company") hereby extends, for a period of FIVE (5) YEARS, the following Limited Warranty to the system owner who acquires through an authorized Infiltrator Systems installer a new infiltrator nitrification trench system including each chamber, endplate, wedge, and other accessories manufactured by Infiltrator (herein after collectively the Units) located in the State of North Carolina. The Units are warranted to be free from defective materials and workmanship and to perform in accordance with the state performance requirements (15A NCAC 18A Section.1900) in effect on the date of installation. This Limited Warranty applies only to those Units with a trench length modification greater than a 25% reduction as compared to the sizing standard for a conventional gravel trench as permitted by the State of North Carolina. This Limited Warranty is subject to the terms and conditions stated below.

I. WARRANTY ELIGIBILITY

The system owner is eligible for this Limited Warranty provided all of the terms and conditions of this Limited Warranty are strictly followed. The terms of this warranty shall transfer from the original system owner to subsequent system owners for the duration of this limited warranty. This Limited Warranty covers only the performance of the Units as manufactured and installed in accordance with the manufacturer's design specifications and current state regulatory approval.

II. CONDITIONS OF LIMITED WARRANTY

This Limited Warranty shall only apply if the Units are installed for use with domestic strength effluent and located in the State of North Carolina and all of the following terms and conditions are satisfied:

(i) The design and installation of the Units is according to all applicable plumbing and building codes, ordinances, requirements and regulations.

(ii) The design and installation of the Units is strictly according to the rules and regulations of the North Carolina state agency or state-authorized agency that is responsible for inspection and approval.

(iii) The design and installation of the Units is strictly according to all applicable permitting procedures for the Units adopted by the North Carolina state agency or state authorized agency that is responsible for inspection and approval.

(iv) The Units are subject to use permitted by the applicable North Carolina rules and regulations for on-site systems.

(v) Only an authorized Infiltrator installer shall perform the installation of the Units.

III. WHAT IS WARRANTED AND FOR HOW LONG

The Units are warranted for FIVE (5) YEARS from the date of issuance of the Certificate of Occupancy, or date of issuance of the Operation Permit, which ever is later.

If the Units fail within the five (5) year period of this Limited Warranty and all of the terms, conditions and requirements of this Limited Warranty have been met, the Company shall provide all materials and labor that may be necessary to provide a fully functional wastewater system at no cost to the Owner. This section shall not be construed to require that a manufacturer warrant an innovative wastewater system that is not properly sized to meet the design load required for a particular use, that is improperly installed, or that is improperly operated and maintained, in accordance with 15A NCAC 18A .1900 et. seq. Warranty repairs such as full replacement of the nitrification system , extension of the nitrification system or other repairs shall be completed pursuant to a repair Authorization to Construct to be issued by the local health department in accordance with Rule .1961(1).

A system failure is defined by North Carolina 15A NCAC 18A.1900 rules.

IV. WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

1. The septic tank and all septic tank filters, unless required to make the system fully functional.
2. Effluent distribution box(es) and headers, unless required to make the system fully functional.
3. Improper installation.
4. Failure due to excessive use or improper use as defined by state rules for on-site wastewater systems, including, but not limited to, excessive water usage, improper grease disposal, or failure to remove septic tank solids (digested sludge).
5. Landscaping costs other than those specified by rule.
6. Failure due to improper sizing as defined by state rules.
7. Repair work performed prior to a claim or which is done without the Company's authorization.
8. This Limited Warranty does not extend to incidental, consequential, special, indirect or punitive damages.
9. Drain fields repaired or modified by an unauthorized Infiltrator installer.

V. THE COMPANY'S OBLIGATIONS:

No representative of the company has the authority to change this warranty in any manner whatsoever, or to extend this warranty. No warranty applies to any party other than the original system owner or subsequent system owner.

VI. OWNER'S OBLIGATION:

1. Must have signed and dated Operation Permit from the duly authorized representative of the North Carolina state agency or state authorized agency that is responsible for inspection and approval of the Units.
2. Must have a Warranty Certificate from an authorized Infiltrator installer.
3. The system owner must notify the company in writing at its corporate headquarters with 90 days of being notified by an authorized agent of the state that the system has failed. Notice shall be sent to Infiltrator Systems Inc., 6 Business Park Road, P.O. Box 768, Old Saybrook, CT 06475.
4. The system owner must have the septic tank solids (digested sludge) properly removed in accordance with state rules for on-site systems.

VII. DISCLAIMER AND LIMITATION ON IMPLIED WARRANTIES

ALL WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND THERE ARE NO OTHER WARRANTIES. ANY IMPLIED WARRANTIES OF MECHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IMPOSED ON THE SALE OF THE UNITS TO THE NORTH CAROLINA SYSTEM OWNER, ARE, BY LAW, LIMITED TO FIVE (5) YEAR DURATION FOR THE UNITS AND THEIR CONSTITUENT PARTS, AND ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY. THIS WARRANTY DOES NOT EXTEND TO INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT OR INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT OR TORT. THE COMPANY SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO PERSONAL PROPERTY, PENALTIES OR LIQUIDATED DAMAGES, LOSS OF PRODUCTION AND PROFITS, OVEHEAD COSTS, OR OTHER LOSS OR EXPENSE. SPECIFICALLY EXCLUDED ARE DAMAGE DUE TO WATER DAMAGE, ORDINARY WEAR AND TEAR, ALTERATION, ACCIDENT, MISUSE, ABUSE, OR NEGLECT; THE UNITS BE SUBJECTED TO STRESSES OR VEHICULAR TRAFFIC GREATER THAN THOSE PRESCRIBED IN THE INSTALLATION INSTRUCTIONS OR OPERATION INSTRUCTIONS; FAILURE TO MAINTAIN THE MINIMUM GROUND COVERS SET FORTH IN THE OPERATION INSTRUCTIONS; THE; SYSTEM FAILURES DETERMINED TO BE DUE TO NONCOMPLIANCE WITH THE ON-SITE WASTEWATER LAW OR RULES (130A-133, et.seq.; 15A NCAC 18A Section .1900) INCLUDING BUT NOT LIMITED TO IMPROPER SITING, EXCESSIVE WATER USAGE, IMPROPER GREASE DISPOSAL, PLACEMENT OF IMPROPER MATERIALS INTO THE SYSTEM, IMPROPER OPERATION OR IMPROPER MAINTANENCE; OR ANY OTHER EVENT NOT CAUSED BY THE COMPANY. THIS PERMIT SHALL BE VOID IF THE SYSTEM OWNER FAILS TO COMPLY WITH ALL OF THE TERMS SET FORTH IN SECTION II AND IV OF THIS WARRANTY.

FURTHERMORE, IN NO EVENT SHALL THE COMPANY BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO THE ORIGINAL OR SUBSEQUENT SYSTEM OWNER(S), THE UNITS, OR ANY THIRD PARTY RESULTING FROM SHIPMENT OF THE UNITS, OR FROM ANY PRODUCT LIABILITY CLAIMS OF THE ORIGINAL OR SUBSEQUENT SYSTEM OWNER(S) OR ANY THIRD PARTY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, NORTH CAROLINA LAW MAY GIVE YOU CERTAIN SPECIFIC OTHER RIGHTS WHICH ARE NOT MENTIONED HEREIN.

VIII. TRANSFER OF WARRANTY

This warranty extends to the original system owner and each subsequent owner of the system during the term of this limited warranty.

IX. INSTALLER CERTIFICATION

"I acknowledge to the company and the system owner that the wastewater system and the Infiltrator have been installed in accordance with the installation instructions of the company, state wastewater laws and rules, the innovative wastewater system approval, the improvement permit and authorization to construct, and any conditions on the permit or authorization to construct, and other applicable laws and rules."

DAVID GERBER
Physical Address of System Installation or Lot Number

9300 Horseloe Bend Dr
Charlotte NC 28215

Business Name of Installer: McCARVER CONST CO

Name of Person Signing (Print): Bobby L. McCarver

Signature: Bobby L. McCarver Date: 1/31/2003

6 Business Park Road • P.O. Box 768 • Old Saybrook, CT 06475 • 800-221-4436 • 860-577-7000 • Fax 860-577-7001 • www.infiltratorsystems.com

White Copy: Department of Health Yellow Copy: System Owner Pink Copy: Infiltrator Systems

Groundwater & Wastewater Services
Septic Project File & Data Review Worksheet

GWS File #: 2203A WASPS App #: 3617

Primary ES assigned to project: ~~BB~~ PW

Secondary ES assigned to project: CS

Project Type: New System ☐ Alteration ☐ Repair ☐ Modified Plot Plan ☐ USE EXISTING ☑

I. File Review:

Rule or Law	Permit Application			
.1937(d)	Is the Application complete	Yes ☑	No ☐	N/A ☐
.1937(d)	Is there a Site plan/Plat with application	Yes ☑	No ☐	N/A ☐
.1937(d)	Is the Facility shown?	Yes ☑	No ☐	N/A ☐
.1937(d)	Are appurtenances shown	Yes ☑	No ☐	N/A ☐
	Site Evaluation Information			
.1939 (a)(1)	Topography and Landscape Position Recorded?	Yes ☑	No ☐	N/A ☑
.1940 (a-g)	Slope % Recorded?	Yes ☑	No ☐	N/A ☑
.1939 (a)(2)	Texture Class Recorded?	Yes ☐	No ☐	N/A ☑
.1939 (a)(2)	Structure type Recorded?	Yes ☐	No ☐	N/A ☑
.1939 (a)(2)	Consistence Recorded?	Yes ☐	No ☐	N/A ☑
.1939 (a)(2)	Mineralogy Recorded?	Yes ☐	No ☐	N/A ☑
.1939 (a)(3)	Soil Wetness Condition Recorded?	Yes ☐	No ☐	N/A ☑
.1939 (a)(4)	Soil Depth to Rock or Parent Material Recorded When Encountered	Yes ☐	No ☐	N/A ☑
.1939 (a)(5)	Depth to Restrictive Horizons Recorded When Encountered?	Yes ☐	No ☐	N/A ☑
.1939 (a)(6)	Sufficient Available Space Recorded?	Yes ☐	No ☐	N/A ☑
.1937(m)	Are the Profile Locations Shown?			
.1939(a)	Are the S/PS Profiles in system & in repair area?	Yes ☐	No ☐	N/A ☑
& .1945(b)	Number of auger borings made: _____ Were sufficient auger borings made?	Yes ☐	No ☐	N/A ☑
.1939(d), .1955, .1956, .1957	LTAR	Yes ☐	No ☐	N/A ☑
	Improvement Permit/Construction Authorization			
.1937(g) 130A-336(a)	Proposed System Type stated-Initial	Yes ☐	No ☐	N/A ☑
.1945(b)	Proposed System Type stated-Repair	Yes ☐	No ☐	N/A ☑
130A-336 (a)(3)	System location identifiable by setbacks - Initial	Yes ☐	No ☐	N/A ☑
.1937(g) .1945(b)	System components shown – Initial	Yes ☐	No ☐	N/A ☑
.1945(b)	Repair area shown	Yes ☐	No ☐	N/A ☑
.1937 (f)(g)	Does System design match facility, flow & WWcharacteristics?	Yes ☐	No ☐	N/A ☑
.1937 (f)(g)	Is System design consistent with soil/site conditions?	Yes ☐	No ☐	N/A ☑
.1937 (f)(g)	Is the System located in the approved area?	Yes ☐	No ☐	N/A ☑
130A-336(a)	Is the Design flow (gpd) indicated?	Yes ☐	No ☐	N/A ☑

130A-336(a)	Number of Bedrooms, employees, seats, etc. indicated?	Yes ☐	No ☐	N/A ☑
.1937(g)	Trench depth indicated?	Yes ☐	No ☐	N/A ☑
.1937(g)	Trench width indicated?	Yes ☐	No ☐	N/A ☑
.1937(g)	Trench length indicated?	Yes ☐	No ☐	N/A ☑
130A-336(a)(1)	Proposed/existing well shown?	Yes ☐	No ☐	N/A ☑
130A-336(a)(1)	Property line lengths shown?	Yes ☐	No ☐	N/A ☑
130A-336(a)	Facility/appurtenance setbacks shown from fixed points?	Yes ☐	No ☐	N/A ☑
	Operation Permit			
.1937(i)	System type as described in table V(a) of rule .1961	Yes ☐	No ☐	N/A ☑
.1937(i)	Conditions for system performance, operation, maintenance, monitoring and reporting.	Yes ☐	No ☐	N/A ☑

II. WASPS Review:

Construction authorization issued	Yes ☐	No ☐	N/A ☐
Installation approval issued	Yes ☐	No ☐	N/A ☐
Operation permit issued	Yes ☐	No ☐	N/A ☐
Other related documentation	Yes ☑	No ☐	N/A ☐

Items requiring correction/modification: _____

Comments:

USE EXISTING FOR 12'x16' DECK <5 FT FROM EXISTING SYSTEM – DENIED

IA issued date: _____

OP issued date: _____

Review performed by: _____ Date performed: _____