

15632 MAC WOOD RD

01942116

1/8/2008

duponbj

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

North Carolina - Department of Environment and Natural Resources - Division of Water Quality - Groundwater Section - 1636 Mail Service Center - Raleigh, NC 27699-1639 - Phone No. (919) 733-3221

Jeremy

Fi/# 55578

WELL ABANDONMENT RECORD

WELL CONTRACTOR _____

WELL CONTRACTOR CERTIFICATION # _____

019-421-09

1. WELL USE (Check Applicable Box): Residential ☑ Municipal ☐ Industrial ☐ Agricultural ☐ Monitoring ☐ Recovery ☐ Heat Pump Water Injection ☐ Other ☐ If Other, List Use: _____

2. WELL LOCATION: (Show a sketch of the location on back of form.)
Nearest Town: Huntersville County Mecklenburg
15632 Mac Wood Road
(Road Name and Number, Community, Subdivision, Lot No.) Quadrangle No.

3. OWNER: Larry Foxworth

4. ADDRESS: 20329 Pinehurst Cornelius

5. TOPOGRAPHY: draw, slope, hilltop, valley (flat)
(circle one)

6. TOTAL DEPTH: Approx 40' DIAMETER 2"

7. CASING REMOVED:

feet	diameter
6o	3"

8. DISINFECTION: 2 gal
(Amount of 70% hypochlorite used:)

9. SEALING MATERIAL:

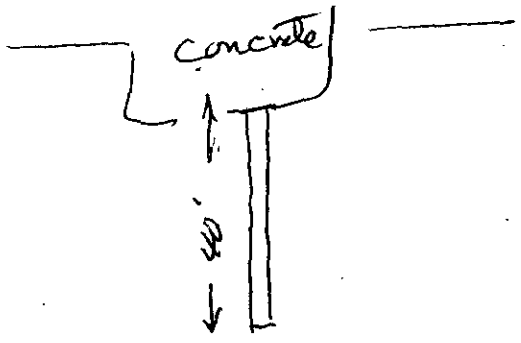
Neat Cement
bags of cement _____
gallons of water _____

Sand Cement
bags of cement _____
gallons of water _____

Other
Type material ready-mix concrete
Amount 1 yard

10. EXPLAIN METHOD EMPLACEMENT OF MATERIAL.
Poured down well Then Poured A 2' Stub over well

WELL DIAGRAM: Draw a detailed sketch of the well showing total depth, depth and diameter of screens remaining in the well, gravel interval, intervals of casing perforations, and depths and types of fill materials used.



11. DATE WELL ABANDONED 1/24/05

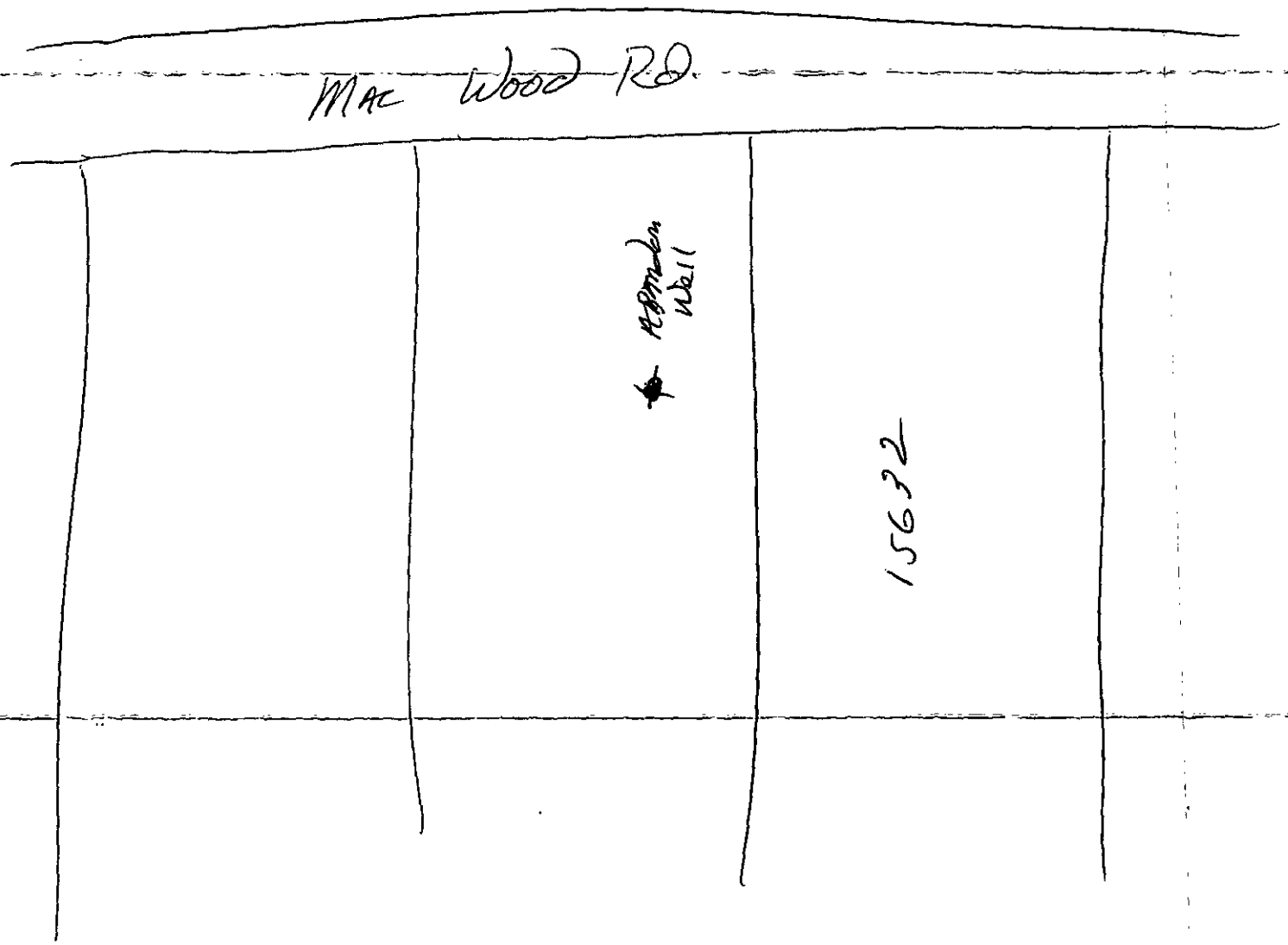
I do hereby certify that this well was abandoned in accordance with 15A NCAC 2C, well construction standards, and that a copy of the record has been provided to the well owner.

Signature of person abandoning the well Larry Foxworth Date 1/25/05

WELL LOCATION: Draw a location sketch on the reverse of this sheet, showing the direction and distance of the well to at least two (2) nearby reference points such as roads, intersections and streams. Identify roads with State Highway road identification numbers.

Submit original to the Division of Water Quality, Groundwater Section, one copy to the owner within 30 days from completion of abandonment.

GW-30 Revised 12/99



55572

Katie Bridge

5557B

North Carolina - Department of Environment and Natural Resources - Division of Water Quality - Groundwater Section - 1636 Mail Service Center - Raleigh, NC 27699-1639 - Phone No. (919) 733-3221

WELL ABANDONMENT RECORD

WELL CONTRACTOR _____

WELL CONTRACTOR CERTIFICATION # _____

5557B

1. WELL USE (Check Applicable Box): Residential ☑ Municipal ☐ Industrial ☐ Agricultural ☐ Monitoring ☐ Recovery ☐ Heat Pump Water Injection ☐ Other ☐ If Other, List Use: _____

2. WELL LOCATION: (Show a sketch of the location on back of form.)
Nearest Town: Huntersville County Mecklenburg
15632 Mac Wood Road
(Road Name and Number, Community, Subdivision, Lot No.) Quadrangle No.

3. OWNER: Larry Foxworth

4. ADDRESS: 20329 Pinehurst Cornelius

5. TOPOGRAPHY: draw, slope, hilltop, valley (flat)
(circle one)

6. TOTAL DEPTH: Appox 40' DIAMETER 2"

7. CASING REMOVED:

feet	diameter
40	3"

8. DISINFECTION: 2 Gal
(Amount of 70% hypochlorite used:)

9. SEALING MATERIAL:

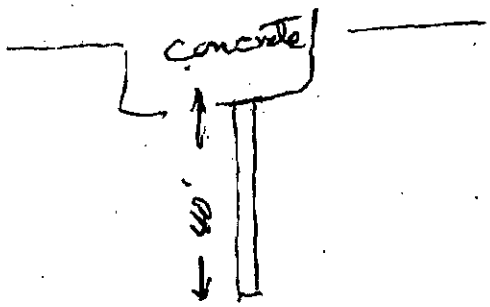
Neat Cement
bags of cement _____
gallons of water _____

Sand Cement
bags of cement _____
gallons of water _____

Other
Type material ready-mix concrete
Amount 1 yard

10. EXPLAIN METHOD EMPLACEMENT OF MATERIAL.
Poured down well Then
Poured a 2' stub over well

WELL DIAGRAM: Draw a detailed sketch of the well showing total depth, depth and diameter of screens remaining in the well, gravel interval, intervals of casing perforations, and depths and types of fill materials used.



11. DATE WELL ABANDONED 11/24/05

I do hereby certify that this well was abandoned in accordance with 15A NCAC 2C, well construction standards, and that a copy of the record has been provided to the well owner.

Signature of person abandoning the well Larry Foxworth Date 11/25/05

WELL LOCATION: Draw a location sketch on the reverse of this sheet, showing the direction and distance of the well to at least two (2) nearby reference points such as roads, intersections and streams. Identify roads with State Highway road identification numbers.

Submit original to the Division of Water Quality, Groundwater Section, one copy to the owner within 30 days from completion of abandonment.

GW-30 Revised 12/99

Mar 09 2005 4:11PM LUESA NORTH 704 432 2523 p.1

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 55578 DATE: 6/21/05

TC: 019-421-09 ☑ L ☑ CRT

SERIAL 19649

Name of Owner LARRY FOXWORTH Juris.: _____

Address of Property 15632 MACWOOD ROAD

Inspection Data:

Tank Material PCC

Total Length of Drainfield 300'

Number of Lines 4 @ 80, 80, 80, 60

Cover Depth 24-30"

Water Supply Source well

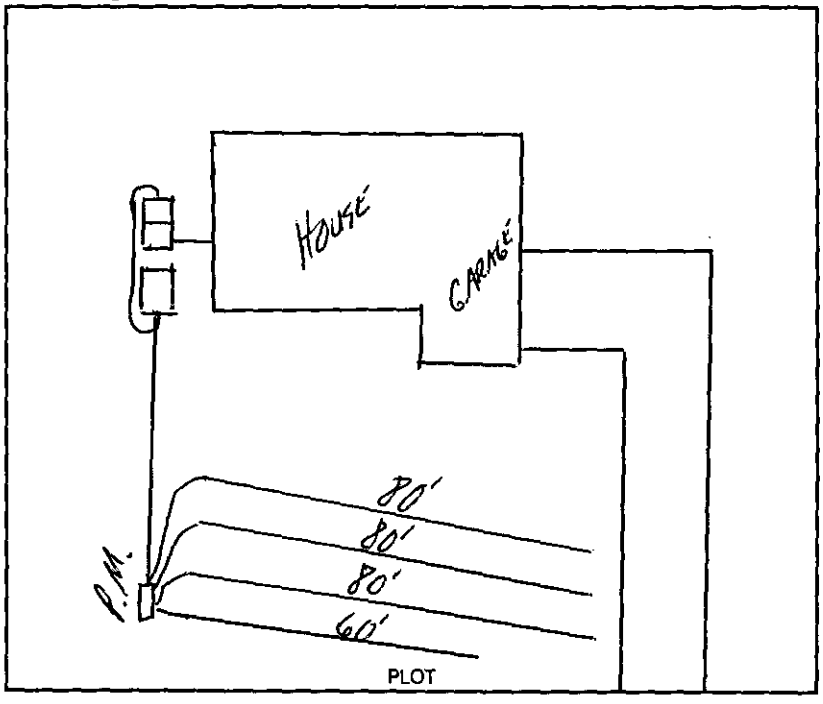
Distance to Water Source 51'

Excavation Inspected 6/21/05

Tank(s) Inspected 6/21/05

Wash Line Inspected —

High Water Alarm Inspected 6/21/05



Design 1500 ST, 1000 DT, PI, 900 SFT, INW, P.M. CTR# Allied Reserves

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: Three Bedroom House with (Four) Bedroom Septic System
4 lines at (60, 80, 80, 80) x 3' (300 TLF)
Pressure Manifold Distribution

Tommy Medlin, R.S.
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) 336-5103

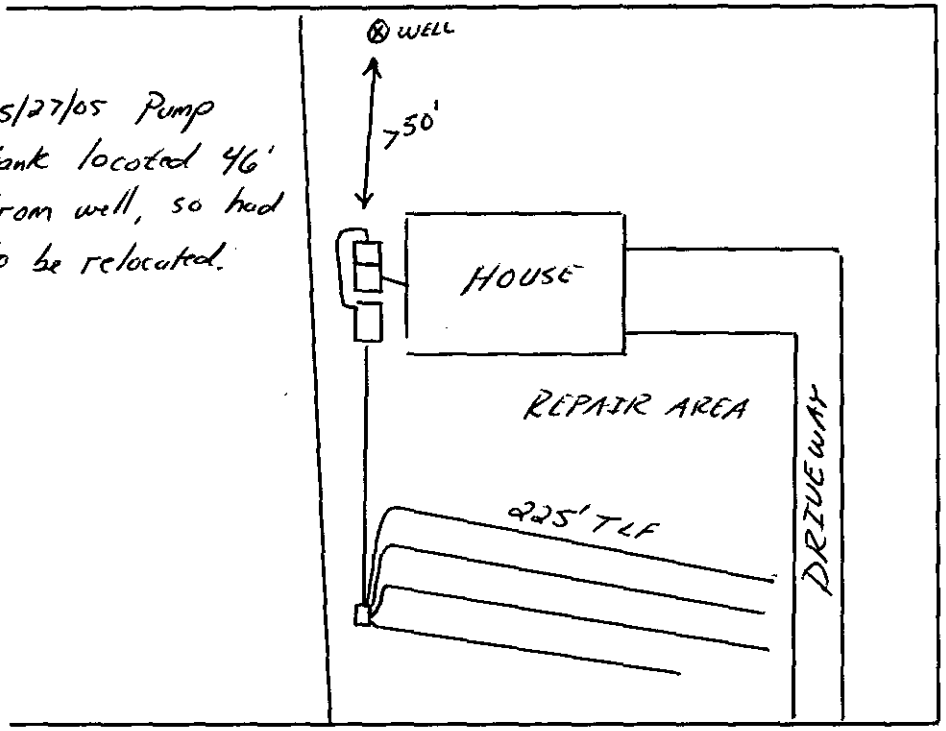
FILE: 55578 DATE: 5/27/05

TC: 019-421-09 ☑ L

SERIAL Nº 20050

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 10/19/04. All work shall be completed on or before 6/27/05, 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.

→ 5/27/05 Pump tank located 46' from well, so had to be relocated.



PLOT OF SYSTEM

MACWOOD

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank 1000 gallons

Tank Construction PCC

Trench Depth 36 - 48"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous yes

Total Line Length 225' feet

Number of Lines 4 @ varying lengths

Depth of Stone NA inches

Distance from House > 5' feet

Distance from Property Line >10' feet

Distance from Well > 50' feet

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

NAME OF OWNER CARRY FOXWORTH

LOCATION OF PROPERTY 15632 MACWOOD ROAD

Comments: 3 Bedroom House (0.4 CTAR)
Install 4 lines at varying lengths totalling 225'
Pressure Manifold Distribution

Type IIIb Pump to Domestic System _____, R.S.

Environmental Health Specialist

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

FILE # ~~57418~~ 55578

T.C. PO 019-421-09

Laura Ewart Atkins
11/15/04

COMMENTS:
- → SCALE = 1" = 50'
- → ~~System Designed for a 3 Bedroom House~~
- → 0.4 LTAR
- → House located 55' from front property line & 10' from side
- → 1500 septic tank, 1000 Dosing Tank
- → Install 3 lines x 75' x 3' w/ Pressure Manifold
- → Type III by Pump To Innovative System & Repair.

CLARENCE L. REITZEL
DB 8176 PG 698
TAX REF. 019-251-07

KEVIN N. ATKINS
DB 9726 PG 749
TAX REF. 019-251-21

N 61°24'32"E 105.88'

UP

60.09'
N 61°24'32"E

CONTROL CORNER

(TOTAL)
N 61°24'32"E 419.07'

389.59'

EXISTING 1-1/2" IRON PIPE

29.48'

N 19°30'26"W 150.23' (TIE)

S 19°33'30"E 107.38'

EXISTING NO.6 REBAR

C3

REPAIR AREA

75'

75'

75'

REPAIR AREA

3-BDRM HOUSE

40'

55'

10'

PROPOSED WELL

S 61°24'32"W 405.41'

MAC WOODS, LLC
DB 17348 PG 840
1.046 ACRES
TAX REF. 019-251-17
15625
STREET ADDRESS

PATRICK EWART ATKINS
DB 9726 PG 747
TAX REF. 019-251-20

N 06°14'24"W 328.49'

MAC WOOD ROAD (S.R. 2441)

ROAD R/W

CENTERLINE OF ROAD

ROAD R/W

C4

C2

C1

100'

15' UPLAND ZONE

20' STREAM SIDE ZONE

TOP OF CREEK BANK

TOP OF CREEK BANK

20' STREAM SIDE ZONE

15' UPLAND ZONE

BRANCH
(APPROX. LOCATION)

N 61°24'32"E 434.70'

S 19°33'30"E 99.65'

LOT 2
1.000 ACRES
(43,560 SQ. FT.)
15622
STREET ADDRESS

ARCHIE FAULK &
LAURE J FAULK
DB 9633 PG 62
TAX REF. 019-251-11

60' PUBLIC ROAD RIGHT-OF-WAY DEDICATED TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

60'

EXISTING AXLE

66.97'
S 61°27'46"W

CONTROL CORNER

S 61°27'46"W 164.78'

S 61°27'46"W 455.42'

UP

DANIEL ELMORE RAILEY &
wife EDITH S. RAILEY
DB 4254 PG 858
TAX REF. 019-251-15

DANIEL ELMORE RAILEY &
wife EDITH S. RAILEY
DB 4254 PG 858
TAX REF. 019-421-10A

Tommy Medlin, R.S.
11/5/04

CERTIFICATIONS

I, EDWIN S. GODSEY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY

THE PURPOSE OF THIS
DEED BOOK 17348 PA

50 0

FEE: 300.00 CC 092298 AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION AD
DATE: 11/5/04 SD

PERMIT NUMBER: ~~5741B~~ 5557B 11/6/04
PARCEL NUMBER: PO019-421-09

JOB LOCATION ADDRESS: 15632 Mac Wood Road
PROPERTY OWNER: Larry Foxworth
BUILDING CONTRACTOR: Larry Foxworth
SUBDIVISION NAME:
AUTHORIZATION ISSUED BY: Jeremy Michelone, R.S. DATE: 11/05/04

Jeremy Michelone, R.S.
DENR/DEH AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 5741B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN *INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL* MUST BE SECURED PRIOR TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH THE MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS CONSTRUCTION AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

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

5. OTHER CONDITIONS:

55578

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: **5741B** Tax Number: **PO01942109**

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

Basement: ☐ Yes ☒ No ☐ Partial Basement

Primary Wastewater System

Type: ☐ I ☐ II ☒ III ☐ IV ☐ V ☐ VI

☐ Conventional
☐ Prefabricated, permeable block panel system
☐ Shallow Placed Conventional
☐ Low Pressure Pipe
☐ Large Diameter Pipe
☐ Fill
☐ Other
☒ Innovative or Experimental:

0.4 Long-term acceptance rate (GPD/ft^2)	360 Max gallons/day wastewater flow	675 Absorption Area (ft^2)	9 Trench spacing (min. on centers) (ft)
Serviced by private well: ☒ Yes ☐ No	1500 Gallon septic tank	225 Total trench length (ft)	48 Maximum trench depth (in) (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 (in)	

Any surface water present: **NO** Type: Minimum separation distance (ft):

Additional conditions: **Agreement forms on file before CA release.**

Repair Area System

Type: ☐ I ☐ II ☒ III ☐ IV ☐ V ☐ VI

☐ Conventional
☐ Prefabricated, permeable block panel system
☐ Shallow Placed Conventional
☐ Low Pressure Pipe
☐ Large Diameter Pipe
☐ Fill
☐ Other
☒ Innovative or Experimental:

675 Absorption Area (ft^2) 225 Total trench length (ft)	NA Depth of stone (in)	9 Trench spacing (min. on centers) (ft)	48 Maximum trench depth (in)

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. The approval is granted in accordance with the provisions of Laws and Rules For Sewage Treatment, and Disposal Systems in effect at the time of issuance of the permit and is subject to the following provisions:

*** No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department.

*** This Improvement permit is transferable.

Tommy Mickle, R.S. 11/5/04
DENR Authorized Agent Date

Owner/Agent Signature 11/18/04
Date

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

NC DENR
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2004 NOV 17 12:03 PM
BK:18012 PG:521-524 FEE:$20.00
INSTRUMENT # 2004241482
2004241482

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 # ~~57411B~~ 55570
PARCEL # 019-421-09

The undersigned, Larry G. Foxworth, owner of property located at 15632 Mac Wood Road, (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: Bill Marlyn
Mail after recording to: Larry Foxworth
PO Box 2667 / Huntsville, NC 28070

-- 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 17th day of November, 2004.

(Corporate Name)

By: Gary Knowles

President

(SEAL)

(SEAL)

(SEAL)

(SEAL)

ATTEST:

_____

_____ Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF Gastonia

I, Jo Ann Greene, a Notary Public for said County and State, do hereby certify that Larry G. Foxworth personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 17th day of November, 2004.

Jo Ann Greene
Notary Public

NOTARY PUBLIC GREENE GASTON COUNTY

My Commission Expires:

8-19-06

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

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording and/or cancellation.

****

Filed For Registration: 11/17/2004 12:03 PM

Book: RE 18012 Page: 521-524

Document No.: 2004241482

PRMIT 4 PGS $20.00

Recorder: EMEM DREHER

****

State of North Carolina, County of Mecklenburg

The foregoing certificate of JO ANN GREENE Notary is certified to be correct. This 17TH of November 2004

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

****

2004241482

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

Sheet: 1 of 3
Property ID: PO 019-421-09
Lot #: 1
File #: 5741B
Code: 2 55573

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Larry G. Foxworth
Applicant: Toney Jacobs
Address: 20329 Pinehurst Drive, Cornelius, N. C. 28031
Date Evaluated: 10/28/2004
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: 1.0a
Location of Site: 15632 Mac Wood Road
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [ ] Auger Boring [x] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 10	0-4	GR/SCL	FR/SEXP/SS/SP	>49" TO SOIL WETNESS	16	PS	NONE	PS, SAP II .4GPD/FT^2
		4-10	SBK/ABK/SC	VFI/EXP/VS/VP					
		10-16	M/SCL	FR/SEXP/SS/SP					
		16-49	M/SL	FR/SEXP/NS/NP					
2	"	0-3	GR/SCL	FR/SEXP/SS/SP	>60" TO SOIL WETNESS	23	"	"	"
		3-12	SBK/SCL	"					
		12-23	SBK/SC	VFI/EXP/VS/VP					
		23-35	M/SCL	FR/SEXP/SS/SP					
		35-60	M/SL	"					
3	"	0-6	GR/SCL	"	>58" TO SOIL WETNESS	11	"	"	"
		6-11	M/SCL	"					
		11-58	M/SL	FR/SEXP/NS/NP					
4	"	0-6	GR/SL	FR/SEXP/NS/NP	>64" TO SOIL WETNESS	21	US	"	US
		6-21	SBK/SC	VFI/EXP/VS/VP					
		21-64	M/SCL	FR/SEXP/SS/SP					
5	"	0-2	GR/SL	FR/SEXP/NS/NP	>65" TO SOIL WETNESS	13	PS	"	PS, SAP II .4GPD/FT^2
		2-6	SBK/SCL	FR/SEXP/SS/SP					
		6-13	SBK/SC	VFI/EXP/VS/VP					
		13-35	M/SCL	FR/SEXP/SS/SP					
		35-65	M/SL	FR/SEXP/SS/SP					

Description	Initial System	Repair System
Available Space (.1945)	PS	US
System Type(s)		
Site LTAR	.4GPD/FT^2	.4GPD/FT^2

Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 10/28/2004, W. R. Marlin
Others Present: L. Foxworth

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

Sheet: 2 of 3
File #: 5741B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM
CONTINUED

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	
6	LS, 8	0-2	GR/SCL	FR/SEXP/SS/SP	2.5Y7/1@19"	23	PS	NONE	PS, SAP II .4GPD/FT^2
		2-6	SBK/SCL	"					
		6-23	SBK/ABK/SC	VFI/EXP/VS/VP					
		23-36	M/SCL	FR/SEXP/SS/SP					
		36-64	M/SL	FR/SEXP/NS/NP					
7	LS, 10	0-2	GR/SCL	FR/SEXP/SS/SP	>62" TO SOII WETNESS	9	"	"	"
		2-9	SBK/SC	VFI/EXP/VS/VP					
		9-37	M/SCL	FR/SEXP/SS/SP					
		37-62	M/SL	FR/SEXP/SS/SP					

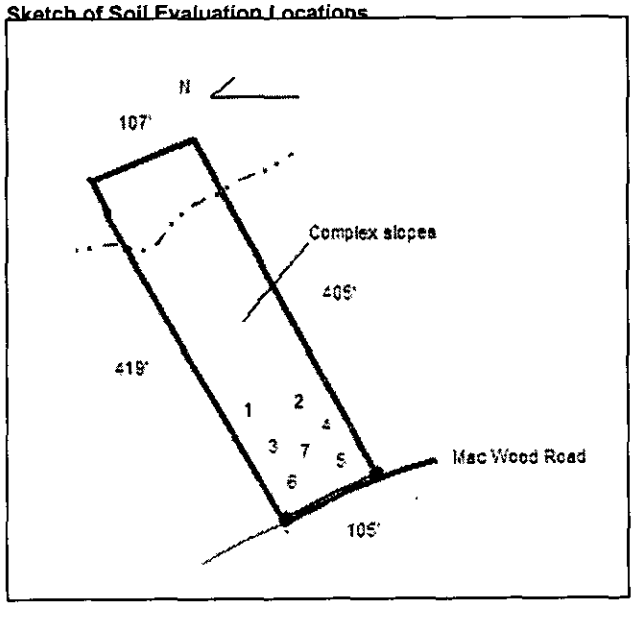
Sheet: 5741B
FILE #: 3 of 3

COMMENTS:
1005 repair, use trench bottom depth of 36-38"

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

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

Sketch of Soil Evaluation Locations



FEE: 200.00 Paid 019019

DATE: 10/19/04 gc

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 #: ~~5278~~ 55520

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 019-421-09 PC

STREET ADDRESS: 15632 Mac Wood Rd.

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: Lot 1

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE:

NUMBER OF BEDROOMS: 3

NUMBER OF OCCUPANTS: 2

CLOSING DATE_____

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):

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

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

BURIED CABLES, LANDFILLS, STUMPHOLES	__ YES ✓ NO	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: FOXWORTH (LAST) LARRY (FIRST) G. (MI)

ADDRESS: 20329 Pinehurst Drive

CITY: Cornelius STATE: NC ZIP: 28031

DAYTIME PHONE: (704) 947-7502

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) --

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 10/4/04

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: Larry Foxworth DATE: 10/19/04

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

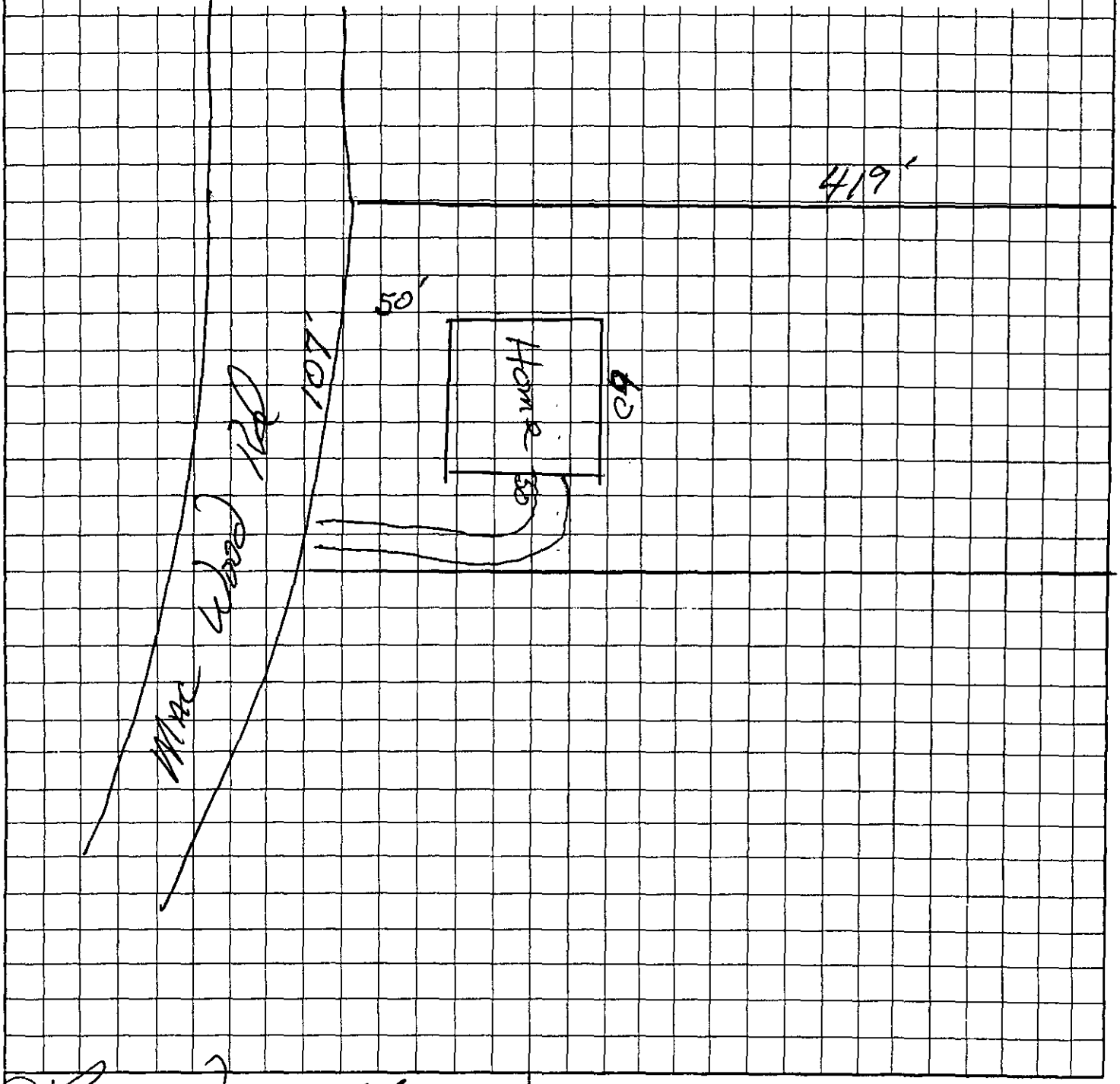
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

55573

FILE: ~~5741B~~

TC: 019-421-0990

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



OWNER/AGENT SIGNATURE

DATE 10/19/04

APPROVAL DATE _____

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

FEE: 200.00
DATE: 4/1/04
TKF

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 #: 5557B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 01942109 & 01925117

STREET ADDRESS: 15632 Mac Wood Rd. Huntersville, NC 28078

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

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:

NUMBER OF BEDROOMS:

NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

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

TOWNSHIP (CHECK ONE):

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

Consultation mailed 4-15-04 Larry Foxworth present 4/16/04

CLOSING DATE May 31, 2004

Consultation Only!!

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)
__ 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: Byrum (LAST) Ernest (FIRST) W. (MI)

ADDRESS: 15632 Mac Wood Rd.

CITY: Huntersville STATE: NC ZIP: 28078

DAYTIME PHONE: ( ) - DECEASED

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: ~~Byrum~~ ~~Jimmy~~ Foxworth Larry (LAST) Buyer (FIRST) (MI)

DAYTIME PHONE: (704 634-5472

EXECUTOR OF Ernest W. Byrum Estate

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: [signature] DATE: 4/1/04

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

FEE: 200.00
DATE: 4/1/04
JKA

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 #: 55578

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 01942109 & 01925117

STREET ADDRESS: 15632 Mac Wood Rd. Huntersville, NC 28078

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

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:

NUMBER OF BEDROOMS:

NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

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

TOWNSHIP (CHECK ONE):

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

Consultation mail 4-15-04 Larry Foxworth present 4-16-04

CLOSING DATE May 31, 2004

Consultation Only!!

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)
__ 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

~~Boo~~

PROPERTY OWNER:

NAME: Byrum (LAST) Ernest (FIRST) W. (MI)

ADDRESS: 15632 Mac Wood Rd.

CITY: Huntersville STATE: NC ZIP 28078

DAYTIME PHONE: ( ) - DECEASED

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: ~~Byrum~~ ~~Jimmy~~ Foxworth, Larry (LAST) Buyer (FIRST) (MI)

DAYTIME PHONE: (704) 634-5472

EXECUTOR OF Ernest W. Byrum Estate

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: Larry Buyer DATE: 4/1/04

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

Shoreline Property Realty, Inc.
P.O. Box 2001
Cornelius, NC 28031
Phone: 704.896.5542, Fax: 704.896.5512

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT made this 23rd day of March, 2004, by and between

Larry Foxworth and Assigns
("Buyer"), and

Estate of Ernest W. Byrum
("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Property":** (Address)
1) 15706 Mac Wood Road, Huntersville, NC 28078 (Parcel ID# 01942109 - approximately 14.72 acres) AND
2) Parcel ID# 01925117 - approximately 1.09 acres

TOTAL ACREAGE APPROXIMATELY 15.81 ACRES

(Legal Description/Description)
See Deeds in Book 4567, Page 439 and Book 4222, Page 413, Mecklenburg Public Registry

☒ If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference as if fully set forth herein, together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

$ 235,000 (b) **"Purchase Price"** shall mean the sum of
two hundred thirty five thousand Dollars,
payable on the following terms:

$ 8,000 (i) **"Earnest Money"** shall mean
eight thousand Dollars
or terms as follows:
n/a

Upon acceptance of this contract, the Earnest Money shall be promptly deposited in escrow with n/a (name of person/entity with whom deposited), to be applied as part payment of the purchase price of the Property at the time sale is closed, or disbursed as agreed upon under the provisions of Section 9 herein.

☒ **THE EARNEST MONEY IS TO BE DEPOSITED IN AN INTEREST BEARING ACCOUNT** the Trust Account of Eric A. Jonas, Sr., Esq. **AT BANK, TO BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT THE TIME SALE IS CLOSED, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 9 HEREIN,** and Exhibit B attached.

$ n/a (ii) **Proceeds of a new Loan** in the amount of
n/a Dollars
for a term of n/a years, at an interest rate not to exceed n/a % per annum with mortgage loan discount points not to exceed n/a % of the loan amount; Buyer shall pay all costs associated with any such loan.

$ n/a (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of

04/05/2004 12:16 FAX 704 947 7503 ALLIED GRADING INC 001

EXHIBIT C

MEMO

TO: James H. Byrum, Executor of the Estate
of Ernest Wayne Byrum

FROM: Richelle Leigh Byrum and
Spencer Wayne Byrum

RE: Sale of Home and surrounding acreage at
15706 Mac Wood Road
Huntersville, NC 28078

DATE: March 1, 2004

The purpose of this note is to confirm to you our wishes that you take all necessary steps to sell the above home and acreage for the best price you can reasonably obtain. We understand that we will have to sign the Deed (and perhaps other documents) at the sale. However, you are fully authorized do all things necessary in connection with selling the property, including, but not limited to, advertising the property for sale, signing listing agreements with Realtors, and signing binding Contracts of Sale without our signatures.

Richelle L. Byrum
Richelle Leigh Byrum

Spencer W Byrum
Spencer Wayne Byrum

EXHIBIT B

(Attached to and forming a part of Agreement dated March 23, 2004 between Larry Foxworth and assigns ("Buyer") and the Estate of Ernest W. Byrum ("Seller")

Notwithstanding any wording in the Agreement to the contrary, it is understood and agreed by the parties that unless the Buyer notifies the Seller no later than 4:00 p.m. on May 31, 2004, that the Buyer is satisfied with all pre-conditions of the Contract and intends to close no later than June 30, 2004, then $4,000.00 of the $8,000.00 Ernest Money shall become non-refundable and paid to the Seller whether or not closing takes place on or before June 30, 2004. Provided, however, as follows:

(1) If Buyer notifies Seller at any time prior to 4:00 p.m. on May 31, 2004, that Buyer is not satisfied with one or more of the pre-conditions of the Contract and does not intend to close, Buyer shall be entitled to receive all of the Ernest Money of $8,000.00;

(2) If closing occurs on or before June 30, 2004, Buyer shall receive full credit for the Ernest Money of $8,000.00; and

(3) Buyer shall be entitled to receive back the entire Ernest Money of $8,000.00 if changes in the condition of the Property as described in Section 6(e) or Section 8 of the Agreement occur at any time before the closing takes place.

LCF
JBB

EXHIBIT "A" 15.81 Ac

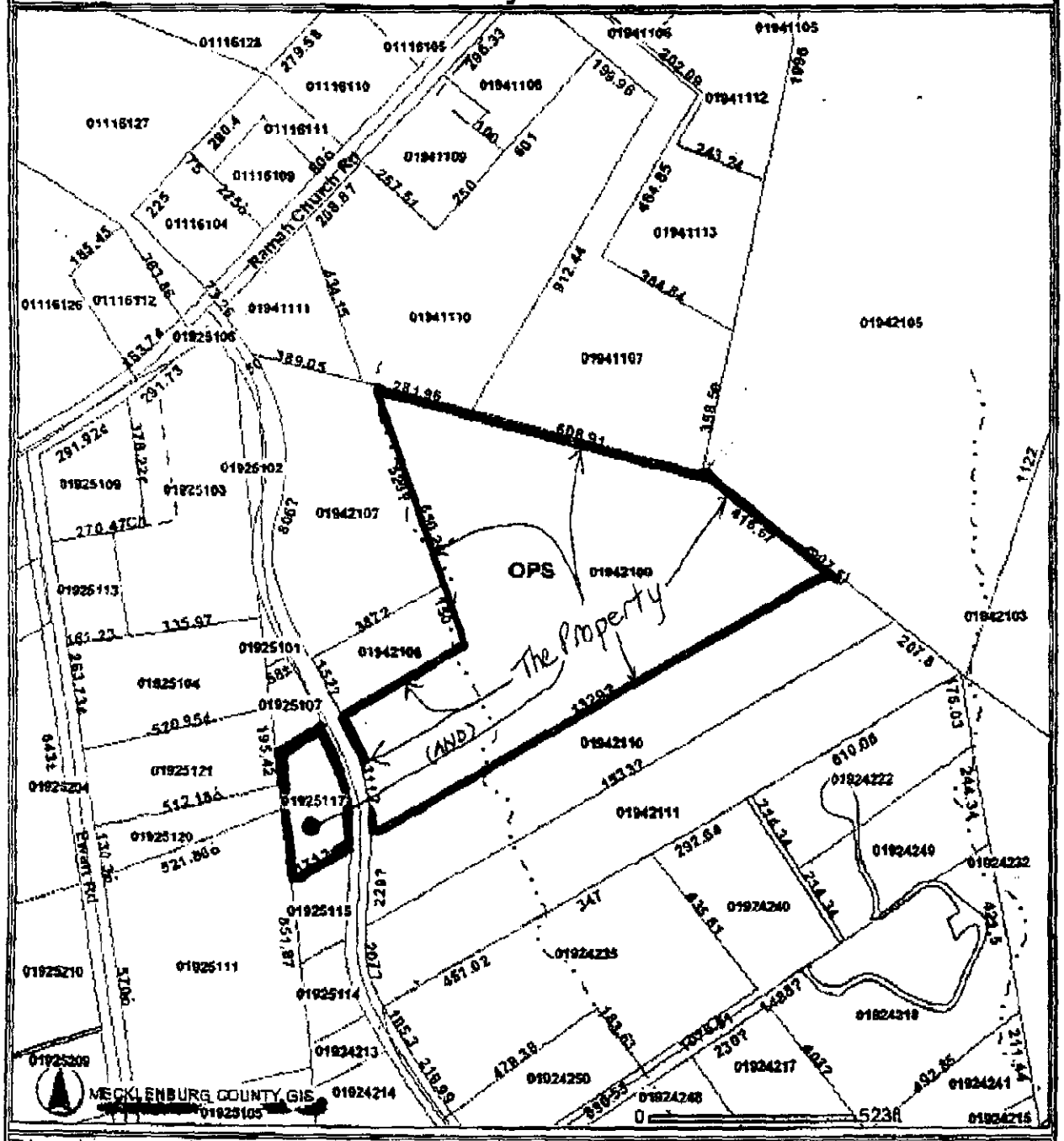
Mecklenburg County, North Carolina

POLARIS

Property Ownership Land Records Information System

Date Printed: Wed Nov 26 08:46:30 EST 2003

byrum



This map is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

at no cost to the non-exchanging party, as shall be required to give effect to this provision.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES. IF YOU DO NOT FEEL THIS DOCUMENT MEETS YOUR NEEDS, YOU MAY WISH TO CONSULT YOUR ATTORNEY.

BUYER:

Individual

Larry Fox (SEAL)

Date: 3/26/04

(SEAL)

Date:

Business Entity

n/a

(Name of Firm)

By: Larry Fox (SEAL)

Title: n/a

Date: n/a

SELLER:

Individual

ESTATE OF ERNEST W. BYRUM

By: JAMES H. BYRUM, EXECUTOR (SEAL)

Date: March 26, 2004

(See memo dated March 1, 2004, by Richelle Leigh Byrum and Spencer Wayne Byrum which is attached as Exhibit C)

Business Entity

n/a

(Name of Firm)

By: James H. Byrum Executor (SEAL)

Title: n/a

Date: n/a

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Fox Law

(Name of Firm)

Date: By:

THIS OFFER SHALL EXPIRE FRIDAY MARCH 26TH, 2004 AT 5:00p.

Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 9. Earnest Money Disbursement: In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money 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 Agreement, then the Earnest Money shall be forfeited, but such forfeiture 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 licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. (See Exhibit B)

Section 10. Closing: The Closing shall consist of the execution and delivery by Seller to Buyer of a General Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign affidavit and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price or as otherwise provided in Section 1(b)(i). The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree. Possession shall be delivered at closing, unless otherwise agreed herein.

Section 11. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 12. Entire Agreement: This agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 13. *Adverse Information and Compliance with Laws:*

(a) Seller Knowledge: Seller has no knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:

– None

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

–

(b) Compliance: To the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 14. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 15. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located.

Section 16. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents,

exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to Buyer good and marketable fee simple title to said Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, road rights-of-way of record and those other encumbrances, reservations, restrictions and easements and other exceptions set forth on **Exhibit C** attached hereto ("Permitted Exceptions").

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before n/a, effective through the date of closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the date of execution of this Agreement by Seller, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period, as defined in Section 1(e). In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, then the Buyer shall immediately notify the Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Intended Use:** Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its Intended Use will not violate any private restrictions or governmental regulations. If Buyer determines, prior to the date of Closing, that use of the Property for its Intended Use will violate any such private restrictions or governmental regulations, then Buyer may terminate the Agreement by written notice and receive a return of the Earnest Money, and neither party shall then have any further obligations in connection with this Agreement.

(e) **Same Condition:** If the Property is not in substantially the same condition as of the date of the offer, reasonable wear and tear excepted, then the Buyer may terminate the Agreement and receive a return of the Earnest Money.

(f) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall also have a right to review and inspect all leases, contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller as relate directly to the operation and maintenance of the Property. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. Except as provided in Section 6(c) above, Buyer shall have from the date of acceptance through the end of the Examination Period to perform the above inspections, examinations and testing to determine if the Property is suitable for the Intended Use. If, prior to the expiration of the Examination Period, Buyer determines that the Property is unsuitable, in Buyer's sole discretion, and provides written notice to Seller thereof, then this Agreement shall terminate, and Buyer shall receive a return of the Earnest Money. (See Exhibit B)

Section 7. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1371), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et. seq. (42 U.S.C. Sec. 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, et seq. (42 U.S.C. 9601). Seller further states that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of the Property.

Section 8. Risk of Loss/Damage/Repair: Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate this Agreement, and the Earnest Money shall be returned to the Buyer.

n/a Dollars
being payable over n/a months in equal monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of n/a percent (n/a %) per annum, with the first principal payment beginning on the first day of the month next succeeding the date of Closing. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. A partial prepayment will be credited against the next installment of principal due. In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies will be limited to foreclosure of the property.

n/a (iv) **Assumption** of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of $ n/a and evidenced by a note bearing interest at the rate of n/a percent (n/a %) per annum, or
n/a.

227,000 (v) **Cash** at closing in the amount of
two hundred twenty-seven thousand Dollars,
balance of Purchase Price.

(c) **"Closing"** shall occur on or before June 30, 2004, or
n/a

(d) **"Broker(s)"** shall mean:
n/a ("Listing Agency"),
n/a ("Listing Agent")
Acting as: ☐ Seller's Agent; ☐ Dual Agent
and n/a ("Selling Agency"),
n/a ("Selling Agent").
Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

(e) **"Examination Period"** shall mean the period beginning on the date hereof and extending through
May 31, 2004, or n/a.

(f) **"Intended Use"** shall mean the use of the Property for the following purpose:
at least a 7 lot residential subdivision

(g) **"Seller's Notice Address"** shall be as follows:
- c/o Eric A. Jonas, Sr., Esq.
Post Office Box 32462, Charlotte, North Carolina 28232-2462
except as same may be changed pursuant to Section 11.

(h) **"Buyer's Notice Address"** shall be as follows:
P.O. Box 2001
Cornelius, NC 28031

except as same may be changed pursuant to Section 11.

☒ (i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference.

Section 2. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes, leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay deed stamps and other conveyance fees or taxes, and Buyer shall pay recording costs, costs of any title search, title insurance, survey and
n/a

Section 3. Sale of Property: Seller agrees to sell the Property for the Purchase Price set forth on page 1.

Section 4. Payment of Purchase Price: Buyer shall pay the Purchase Price in accordance with all the terms and conditions of this contract.

55570

CHARLOTTE

Laboratory Analysis Report
Report Date: 6/27/2005 11:18 AM

LABORATORY SERVICES DIVISION

LOCATION: Well Sample
LOC ID: G-GWS
SAMPLE DATE-TIME: 6/23/2005 11:30
SAMPLE DESCRIPTION: Grab

SAMPLE ID: AB40462
CHAIN OF CUSTODY #: 05060503

	Parameter	Result	Units	RL	Method	Start Date/ Time	Analyst
AB40462	E. COLI-PA	absent	P/A		SM 9223B	6/23/2005 12:45	KEK
AB40462	Total Coliform	present	P/A		SM 9223B	6/23/2005 12:45	KEK

Comment:

Laboratory Supervisor: _____

Laboratory Certifications: McAlpine NC DENR No.148; Brookshire NC DENR No.162; Hal Marshall N.C. DENR No. 192, N.C. DHHS Laboratory No. 37527

File

CHARLOTTE-MECKLENBURG UTILITIES - LABORATORY SERVICES DIVISION

Hal Marshall Laboratory, 700 North Tryon St., Charlotte, NC 28202, 704/336-5460

CHAIN OF CUSTODY RECORD

PAGE 1 OF 1

CLIENT: MECKLENBURG COUNTY, LUESA - GROUNDWATER AND WASTEWATER SERVICES

FACILITY: GROUNDWATER (Potable Water)

LOCATION / ADDRESS: 15632 Maywood Dr.

LAB CODE (circle one): REAL PRIV (NEW) TNC MPL PME OTHER

Send Report To: GWS
700N Tryon St. Ste. 205
Charlotte, NC 28202

COC#: 05060503

Sampled By (Print Name): Joshua R. Sellers

SAMPLE ID	Sample Collector's Initials	Sample Collection: Begin Date and Time	Sample Collection: End Date and Time	Chlorinated System	Sample Temperature: Collection Temp	Sample Temperature: Receipt Temp	Sample Type: Depth Composite	Sample Type: Auto Composite	Sample Type: Hand Comp	Sample Type: Grab	Sample Containers: Plastic	Sample Containers: Glass	Sample Containers: # Containers	Chemical Preservative: None	HNO3	H2SO4	NaOH	HCl	Na2S2O3	pH Correct	Analyses Requested: Total Coliform	Nitrate	Nitrite	Nitrate + Nitrite	Fluoride	Hardness	Metals	Fecal Coliform	Fecal Strep	Pest/PCB, EPA 608	Herb, EPA 8151	VOA, EPA 8260	Semis, EPA 8270
9540462 GWS-15632	JRS	06-23-05 11:30A.M.		N		20.8				X	100 ml		1					X		X												
				N																												
				N																												
				N																												
				N																												

NOTES: Complete yellow shaded sections; each "X" needs to be circled.

Itemize requested Metals here:

COMMENTS: ****3-DAY TAT REQUESTED****

Relinquished By: (Signature)	Received By: (Signature)	Date	Time
Joshua R. Sellers	W.E. Allen	06-23-05	12:40 P.M.
Relinquished By: (Signature)	Received By: (Signature)	Date	Time
Relinquished By: (Signature)	Received By: (Signature)	Date	Time
Relinquished By: (Signature)	Received By: (Signature)	Date	Time

Form Revision 05; effective 03/15/2005

CODES: **REAL**=REAL ESTATE TRANSACTION **PRIV**=PRIVATE WELL SAMPLING BY REQUEST OR FOR REPAIR **NEW**=NEW WELL (PERMIT)

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 # 55528

PERMIT TO CONSTRUCT A WATER SUPPLY WELL

Permit #: 20050217JRS01 **Tax Parcel #:** 019-421-09
Property Owner: Larry Hopworth
Job Location Address: 15632 Mac Wood Dr.
City/ETJ: Huntersville **State:** NC **Zip Code:** 28078
Permit Issuance Date: 02-17-05
Use of Well: Potable
Type of Facility Served by Well: Single Family Residence
Sewage System Type: Septic

Area of Regulated Groundwater Usage Restrictions Apply: NO If Yes, see requirements in Specific Conditions of This Permit.
Replacement for Existing Well: _____ If Yes, see requirements in Other Conditions of This Permit.

General Conditions of This Permit:

- Water Supply Well construction must meet all requirements set forth in the *Mecklenburg County Groundwater Well Regulations* and any other applicable rules and laws.
- A Certified Well Contractor that is currently registered with the Department must perform the well construction activities.
- The permitted Water Supply Well shall be located in accordance with the attached SITE PLAN.
- Any alteration of the site (including location of structures and appurtenances) or modification in use of the well, may subject this Permit to revocation.
- The Department will collect an initial sample of water from the Water Supply Well and analyze the sample for total coliform bacteria, nitrate, and nitrite. A review of the analysis by the Department must find the sample to meet the groundwater quality standards specified in Chapter 5 of the *Mecklenburg County Groundwater Well Regulations* before the Water Supply Well can be placed in service.
- This Permit shall be VALID for a period not to exceed 12 months from the date of issuance.

Specific Conditions of This Permit (check all that apply):

☐ Grout must be placed the full extent of the casing.

☐ Initial water sample to be taken and analyzed for (check all that apply):

☐ Volatile Organic Compounds (VOC's) ☐ Semi-volatile Compounds

☐ Pesticides ☐ Herbicides ☐ Metals (Specify in Other Conditions)

The analysis must be submitted to the Department for review and approval prior to the Water Supply Well being placed in service.

Other Conditions of This Permit:

Authorized Agent: _____ Owner/Legal Agent: _____
Print Name
Signature: Joshua R Sellers R.S. 1678 Signature: Joe McElwee
02-17-05

JLS 12/13/04 Final

File#: 55573 Permit#: _____

Well Activity Checklist

1. Application & Well Siting

		Date
☑	Complete application on file	01-31-05
☑	Site plan and other appropriate documentation submitted	01-31-05
☐	Registered well driller McCall · Certification Number: _____	_____
☑	Proposed well location meets required setbacks	02-17-05
☑	**ARGU** restrictions satisfied (if applicable) No Argu observed See attached	01-31-05
☑	Well permit issued	02-18-05
☑	Septic system permit issued (if applicable)	11-05-04

2. Onsite Inspection

Observed	Driller		
☑	☐	Valid permit on site with registered well driller	03-04-05
☑	☐	Required setbacks satisfied, approved location per permit	03-04-05

Appropriate Materials Used for Construction:

Observed	Driller		
☐	☑	Drilling fluids/additives	03-04-05
☐	☑	Casing materials/Joint compounds	03-04-05

Source of Water:

Observed	Driller		
☐	☑	Greater than 40 ft. below land surface	03-04-05
☐	☑	Water NOT from a known contamination zone	03-04-05

Well Casing:

Observed	Driller		
☐	☑	Casing > than 40 ft. below land surface	03-04-05
☐	☑	Non-potable zones effectively sealed	03-04-05
☐	☑	Casing properly seated	03-04-05
☑	☐	Casing terminated at least 12 inches above land surface	03-04-05
☐	☑	All ASTM/NSF standards met	03-04-05
☐	☐	Drive shoe used PVC N/A	N/A.

Grouting:

Observed	Driller		
☑	☐	Approved grouting materials used	03-04-05
☑	☐	Grouted to a minimum of 20 ft. below land surface	03-04-05
☑	☐	Grouted within 5 days of casing being set	03-04-05
☑	☐	Proper depth to seal non-potable zones	03-04-05

Well Head:

☐	Well casing extended at least 12 inches above land surface	_____
☐	Vented, sanitary well cover in place	_____
☐	Access port in place	_____

☐ Sample tap between pump and pressure tank properly constructed _____

Well Activity Checklist Continued

Well Disinfection: **Date**

☐ Notification of disinfection _____

Well Contractor Identification Plate:

☐ Plate installed securely on well casing _____

☐ Information not obscured _____

☐ Information accurately completed _____

Pump Installer Identification Plate:

☐ Plate installed securely _____

☐ Information not obscured _____

☐ Information accurately completed _____

3. Well Sampling

☐ Appropriate water samples collected as required by permit _____

4. Additional Comments / Observations

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

GWS Inspector (Print Name)

_____ _____

GWS Inspector (Signature) Date

North Carolina - Department of Environment and Natural Resources - Division of Water Quality - Groundwater Section - 1636 Mail Service Center - Raleigh, NC 27699-1639 - Phone No. (919) 733-3221

WELL ABANDONMENT RECORD

WELL CONTRACTOR _____

WELL CONTRACTOR CERTIFICATION # _____

5557B

1. WELL USE (Check Applicable Box): Residential ☑ Municipal ☐ Industrial ☐ Agricultural ☐ Monitoring ☐ Recovery ☐ Heat Pump Water Injection ☐ Other ☐ If Other, List Use: _____

2. WELL LOCATION: (Show a sketch of the location on back of form.)
Nearest Town: Huntersville County Mecklenburg
15632 Mac Wood Road
(Road Name and Number, Community, Subdivision, Lot No.) Quadrangle No.

3. OWNER: Larry Foxworth

4. ADDRESS: 20329 Pinehurst Cornelius

5. TOPOGRAPHY: draw, slope, hilltop, valley (flat)
(circle one)

6. TOTAL DEPTH: Appox 40' DIAMETER 2"

7. CASING REMOVED:

feet	diameter
20	3"

8. DISINFECTION: 2 Gal
(Amount of 70% hypochlorite used:)

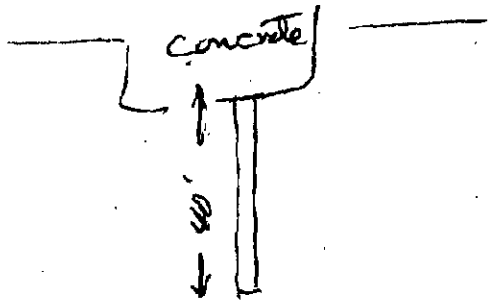
9. SEALING MATERIAL:

Neat Cement	Sand Cement
bags of cement _____	bags of cement _____
gallons of water _____	gallons of water _____

Other
Type material ready-mix concrete
Amount 1 yard

10. EXPLAIN METHOD EMPLACEMENT OF MATERIAL.
Poured down well Then
Poured A 2' Stub over well

WELL DIAGRAM: Draw a detailed sketch of the well showing total depth, depth and diameter of screens remaining in the well, gravel interval, intervals of casing perforations, and depths and types of fill materials used.



11. DATE WELL ABANDONED 1/24/05

I do hereby certify that this well was abandoned in accordance with 15A NCAC 2C, well construction standards, and that a copy of the record has been provided to the well owner.

Signature of person abandoning the well Larry Foxworth Date 1/25/05

WELL LOCATION: Draw a location sketch on the reverse of this sheet, showing the direction and distance of the well to at least two (2) nearby reference points such as roads, intersections and streams. Identify roads with State Highway road identification numbers.

Submit original to the Division of Water Quality, Groundwater Section, one copy to the owner within 30 days from completion of abandonment.

GW-30 Revised 12/99

Mar 09 2005 4:11PM LUESA NORTH 704 432 2523 p.1

FILE # ~~57448~~ 55578

T.C. PO 019-421-09

Larry Frankville 11/15/04

COMMENTS:
- SCALE = 1" = 50'
- ~~System Designed for a 3 Bedroom House~~
- 0.4 LTAR
- House located 55' from front property line & 10' from side
- 1500 septic tank, 1000 Dosing tank
- Install 3 Lines x 75' x 3' w/ Pressure Manifold
- Type IV by Pump to Innovative System & Repair.

CLARENCE L. REITZEL
DB 8176 PG 698
TAX REF. 019-251-07

KEVIN N. ATKINS -
DB 9726 PG 749
TAX REF. 019-251-21

N 61°24'32"E 105.88'

EXISTING NO.6 REBAR

UP 60.09'

N 61°24'32"E

CONTROL CORNER

(TOTAL)
N 61°24'32"E 419.07'

389.59'

EXISTING 1-1/2" IRON PIPE

N 19°30'26"W 150.23' (TIE)

29.48'

S 19°33'30"E 107.38'

C3 REPAIR AREA 75' 75' 75'

REPAIR AREA

tanks moved to front

3 BDRM House 40'

15.5

10

50'

New Well location

30'

PROPOSED WELL

House moved to center of lot

Joshua R. Sellers 02-18-05

S 61°24'32"W 405.41'

100'

C2

C4

C1

CENTERLINE OF ROAD

ROAD R/W

ROAD R/W

60'

MAC WOOD ROAD (S.R 2441)

MAC WOODS, LLC
DB 17348 PG 840
1.046 ACRES
TAX REF. 019-251-17
15625
STREET ADDRESS

PATRICK EWART ATKINS
DB 9726 PG 747
TAX REF. 019-251-20

N 06°14'24"W 328.49'

ARCHIE FAULK & LAURE J FAULK
DB 9633 PG 62
TAX REF. 019-251-11

60' PUBLIC ROAD RIGHT-OF-WAY DEDICATED TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

LOT 2
1.000 ACRES
(43,560 SQ. FT.)
15622
STREET ADDRESS

15' UPLAND ZONE
20' STREAM SIDE ZONE
TOP OF CREEK BANK
TOP OF CREEK BANK
20' STREAM SIDE ZONE
15' UPLAND ZONE

BRANCH
(APPROX. LOCATION)

N 61°24'32"E 434.70'

S 19°33'30"E, 99.65'

EXISTING AXLE

S 61°27'46"W 164.78'

66.97'

S 61°27'46"W

CONTROL CORNER

S 61°27'46"W 455.42'

UP

Jeremy Medlin, R.S. 11/5/04

DANIEL ELMORE RAILEY & wife EDITH S. RAILEY
DB 4254 PG 858
TAX REF. 019-251-15

DANIEL ELMORE RAILEY & wife EDITH S. RAILEY
DB 4254 PG 858
TAX REF. 019-421-10A

CERTIFICATIONS

I, EDWIN S. GODSEY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY

THE PURPOSE OF THI
DEED BOOK 17348 PA

50 0

Allied Resources 45A

GWS – RES. APP 12/04

SEPTIC FEE:
DATE:
CRT #:

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

Cash X330

WELL FEE: $400
DATE: 11/29/04
CRT #:

FILE # ~~5446~~ 55578

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

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

JOB LOCATION INFORMATION:

TAX/PARCEL #: 019-421-09
STREET ADDRESS: 15632 MacWood Rd
CITY: Huntersville
STATE: NC ZIP: 28078
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #: 1

TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

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

HEATED SQUARE FOOTAGE: 3000
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

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

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

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

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

WATER SUPPLY:

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

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

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

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

PROPERTY OWNER:

NAME: Kathy Foxworth
ADDRESS: 15316 Seagle ST.
CITY: Huntersville
STATE: NC ZIP: 28078
HOME PHONE: 895-3458 WORK PHONE: 947-7502
MOBILE PHONE: 634-5472 FAX: 947-7503

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
ADDRESS: Same
CITY:
STATE: ZIP:
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 11/17/04

WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY?

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

Owner's/Agent's Signature Date

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

Kathy Foxworth

Owner's/Agent's Signature Date

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

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

PROPOSED PLOT PLAN

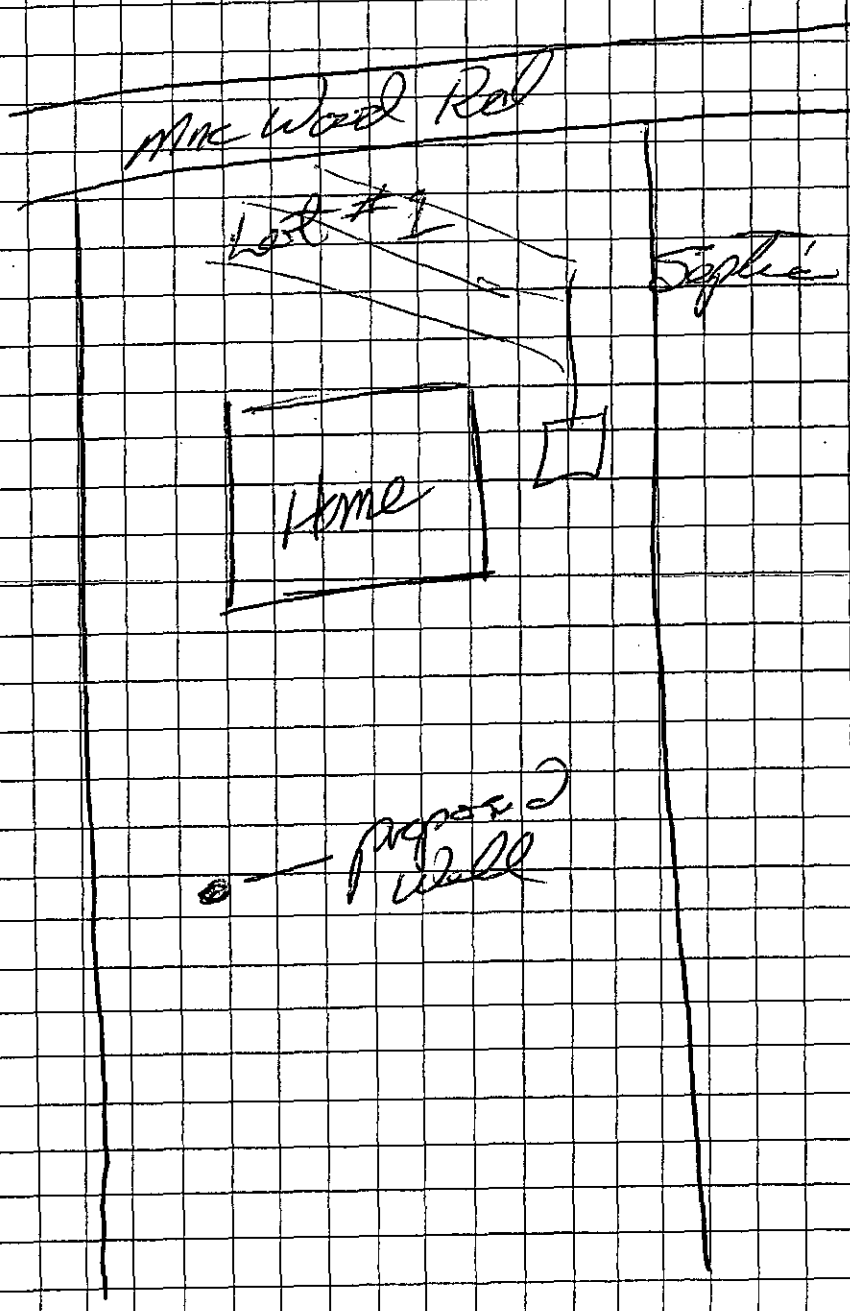
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

55570

FILE: 2748

TC: _____

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 1/28/05

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

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 # 55557B

PERMIT TO CONSTRUCT A WATER SUPPLY WELL

Permit #: 20050217JR501 **Tax Parcel #:** 019-421-09

Property Owner: Larry Hepworth

Job Location Address: 15632 Mac Wood Dr.

City/ETJ: Huntersville **State:** NC **Zip Code:** 28078

Permit Issuance Date: 2/17/2005

Use of Well: Potable

Type of Facility Served by Well: Single Family Residence

Sewage System Type: Septic.

Area of Regulated Groundwater Usage Restrictions Apply: NO If Yes, see requirements in Specific Conditions of This Permit.

Replacement for Existing Well: _____ If Yes, see requirements in Other Conditions of This Permit.

General Conditions of This Permit:

- Water Supply Well construction must meet all requirements set forth in the *Mecklenburg County Groundwater Well Regulations* and any other applicable rules and laws.
- A Certified Well Contractor that is currently registered with the Department must perform the well construction activities.
- The permitted Water Supply Well shall be located in accordance with the attached SITE PLAN.
- Any alteration of the site (including location of structures and appurtenances) or modification in use of the well, may subject this Permit to revocation.
- The Department will collect an initial sample of water from the Water Supply Well and analyze the sample for total coliform bacteria, nitrate, and nitrite. A review of the analysis by the Department must find the sample to meet the groundwater quality standards specified in Chapter 5 of the *Mecklenburg County Groundwater Well Regulations* before the Water Supply Well can be placed in service.
- This Permit shall be VALID for a period not to exceed 12 months from the date of issuance.

Specific Conditions of This Permit (check all that apply):

☐ Grout must be placed the full extent of the casing.

☐ Initial water sample to be taken and analyzed for (check all that apply):

☐ Volatile Organic Compounds (VOC's) ☐ Semi-volatile Compounds

☐ Pesticides ☐ Herbicides ☐ Metals (Specify in Other Conditions)

The analysis must be submitted to the Department for review and approval prior to the Water Supply Well being placed in service.

Other Conditions of This Permit:

Authorized Agent: _____ Owner/Legal Agent: _____
Print Name

Signature: Joshua R. Sillers R.S. 1/18/05 Signature: Jan McAlpine

JLS 12/13/04 Final

Allied Research

GWS – RES. APP 12/04 45A

SEPTIC FEE:
DATE:
CRT [ ]

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

Root X330

WELL FEE: 400.00
DATE: 12/28/05
CRT [1]

FILE # ~~5-14B~~ 55578

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

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

JOB LOCATION INFORMATION:

TAX/PARCEL #: 019-421-09
STREET ADDRESS: 15632 MacWood Rd
CITY: Huntersville
STATE: NC ZIP: 28078
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #: 1
TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

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

HEATED SQUARE FOOTAGE: 3000
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

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

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

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

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

WATER SUPPLY:

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

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

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

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

PROPERTY OWNER:

NAME: Larry Foxworth
ADDRESS: 15316 Douglas ST.
CITY: Huntersville
STATE: NC ZIP: 28078
HOME PHONE: 895-3458 WORK PHONE: 947-7502
MOBILE PHONE: 634-5472 FAX: 947-7503

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
ADDRESS: None
CITY:
STATE: ZIP:
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 11/17/04

WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY?

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

Owner's/Agent's Signature Date

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

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

Larry Foxworth
Owner's/Agent's Signature Date

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

PROPOSED PLOT PLAN

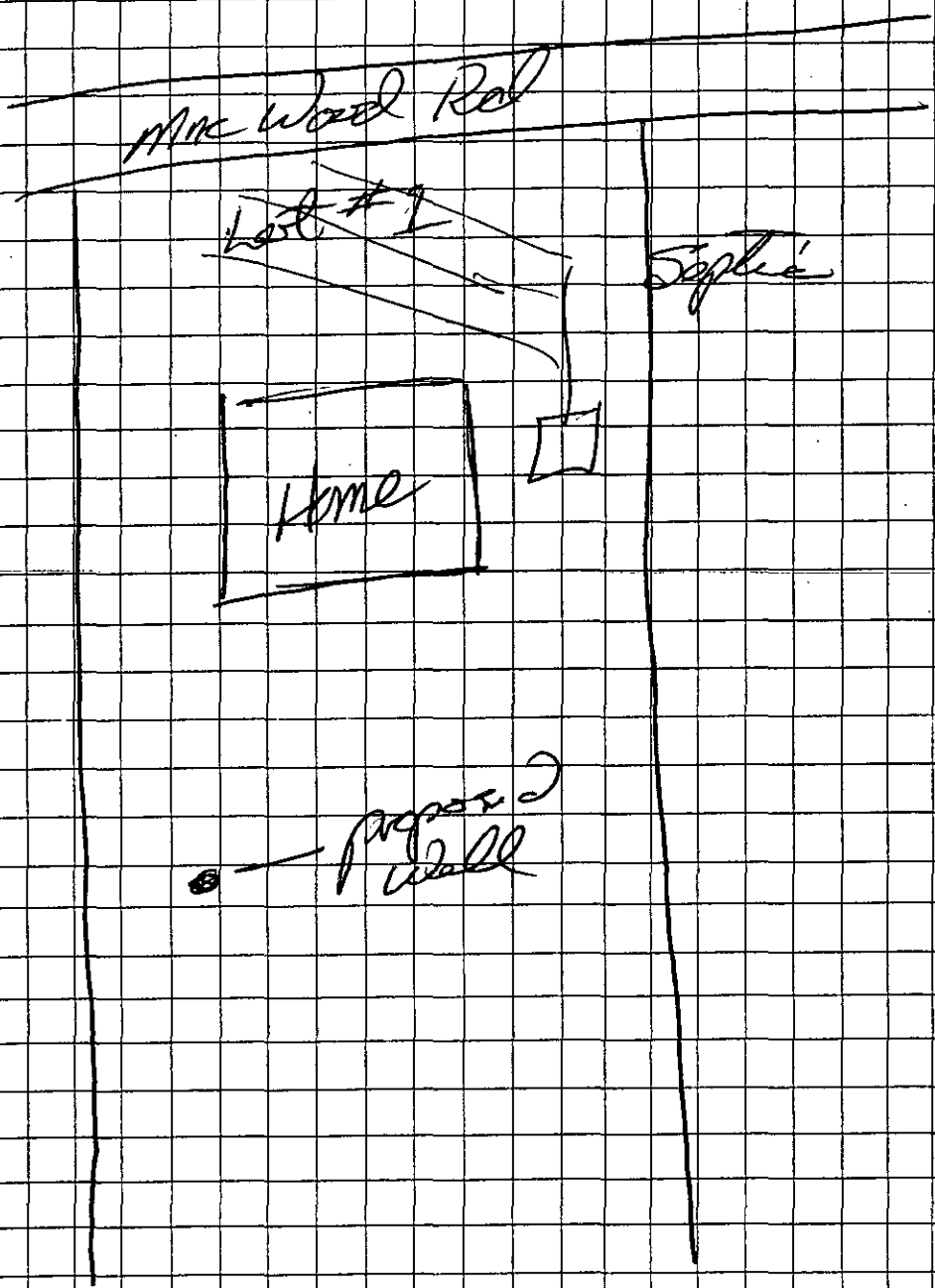
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

55570

FILE: 5574B

TC: _____

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.



Greg Truesdell
OWNER/AGENT SIGNATURE

DATE 1/28/05

APPROVAL DATE _____

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