

7913 JOHNSON CREEK RD

10802111

1/3/2008

duponbj

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 3844B DATE: 3-28-02

TC: 108-021-16 ☒ L ☒ CRT

SERIAL Nº 18905

Name of Owner PHILLIP BECKER Juris.:

Address of Property 7913 JOHNSON CREEK DRIVE

Inspection Data:

Tank Material 1500 PCC

Total Length of Drainfield 300

Number of Lines 3 @ 100

Cover Depth 12"

Water Supply Source WELL

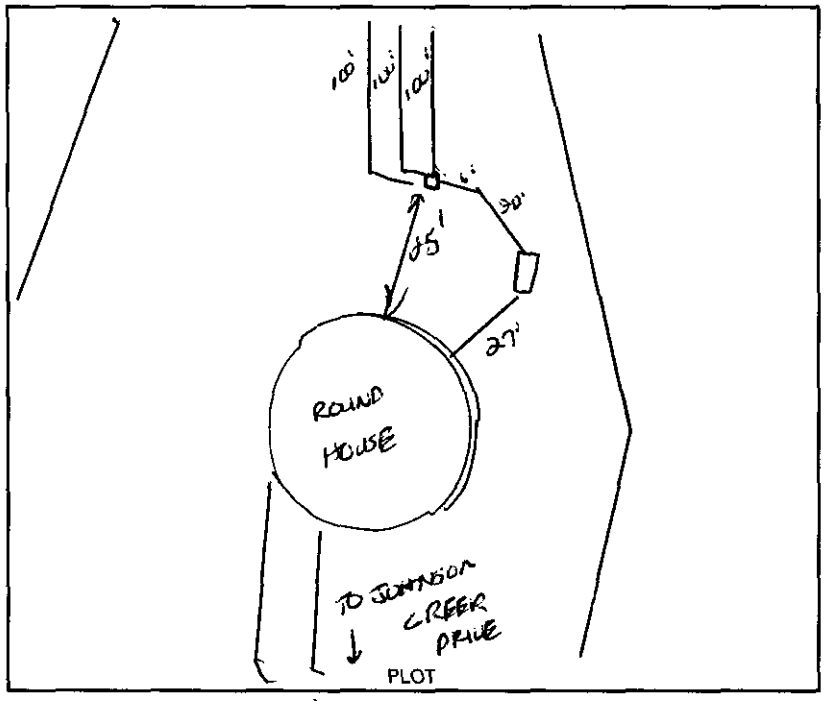
Distance to Water Source 125'

Excavation Inspected 3-29-02

Tank(s) Inspected 3-29-02

Wash Line Inspected —

High Water Alarm Inspected —



Design 1500ST 1200 SFT INNOVATIVE CTR# BOB 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 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: TYPE III-C EBB 222 FLOW

11-7-02 - LETTER REQUESTING ALTERNATIVE "TYPE III-C" RECEIVED

Environmental Health Specialist

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

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	11/15/02	**Amount:**	150.00
Receipt #:	11527	**Tendered:**	150.00
Check / Auth #:	CHECK 2229	**Returned:**	0.00
Received By:	JOHNSK		

Account Information

Account #: 200000
Contractor: BECKER PHILLIP
Attn: HOMETEC
Address: 8101 PLOTT RD
Address:
City/State/Zip: CHARLOTTE, NC 28215

Item	Description	Permit#	Quantity	Unit Price	Total Price
0703	Installation/Final Approval 7913 JOHNSON CREEK DR		1	150.00	150.00

---Outstanding Balances---

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

PRB# 3544B

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

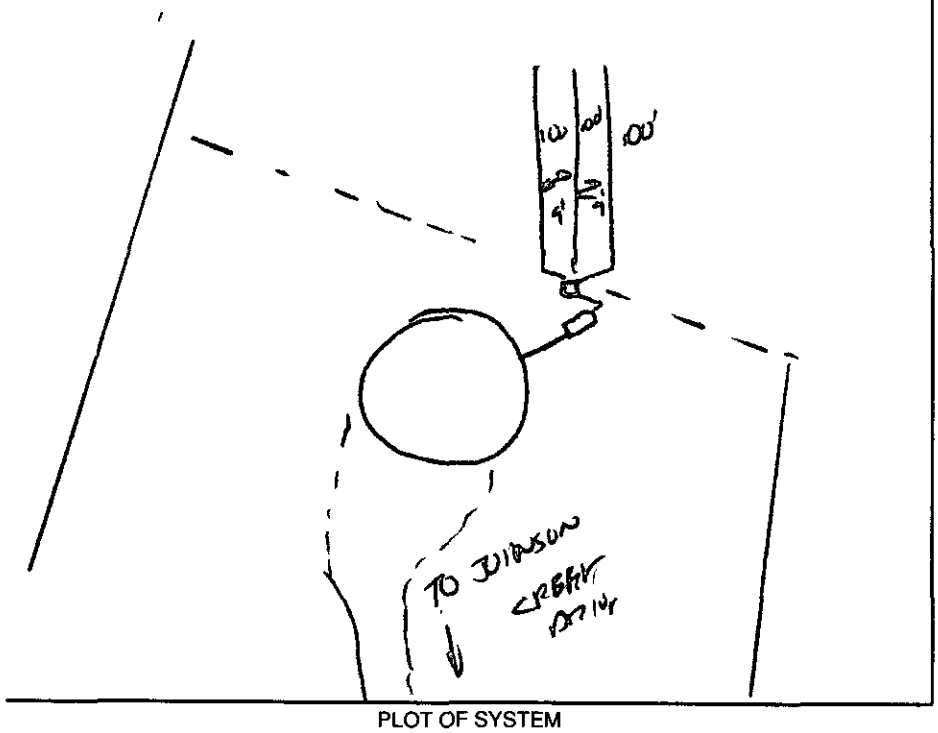
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 38448 DATE: 3-25-02

TC: 105-091-11 ☒ L

SERIAL 19164

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 12-12-95. All work shall be completed on or before 5-25-02, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank — 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 300 feet

Number of Lines 3

Depth of Stone N/A inches

Distance from House 25 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 PHILLIP BECKER,

LOCATION OF PROPERTY 7913 JOHNSON CREEK RD,

Comments: (1) NO PLUMBING IN BASEMENT / OR / WET WELL LIFT STATION TO BE INSTALLED, THEREFORE NO PUMP TANK NEEDED,

Environmental Health Specialist

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

Mecklenburg County
Health Department

July 12,2002

Phillip Becker
7913 Johnson Creek Drive
Charlotte, NC 28215

Dear Mr. Becker

This letter is reference to your property located at 7913 Johnson Creek Drive. The Improvement Permit issued was for a conventional septic tank system utilizing stone. An innovative Type III-G system was installed by the contractor. This is allowable but is not required by the permit.

Therefore, a statement in writing from the property owner is required acknowdging this installation. Once this has been received by this office the Operation Permit can be issued

If you have any further questions, please contact me at 704-336-5573.

Sincerely,

J. Andrew Walker RS
Individual Water and Wastewater Section
Environmental Health Section

Attention Drew Walker

Attention Guy & Meredith Greer
8000 Johnson Creek
Charlotte, NC 28215

Dear Guy and Meredith,

We are sending this letter to inform you as we have been requested by Mecklenburg County regarding the parcel with the sewer easement that is on your land. We originally had intended to have installed four 100 foot long trenches with gravel as specified by the health inspector. After speaking with Guy we decided to upgrade to the new Easy Flow System which was more expensive but also a much better system. You basically cannot see it! According to the inspector we have to notify you of this change which is a more improved system and you may not notice it, as it is buried below the surface. That is why we have to send you this letter to inform you that though you may not see it, it is there below the surface. We have to formally notify you and get a copy of this letter signed that you have been notified. Could you please acknowledge by signing below that you know we have installed the Easy Flow System and you are aware that it is in fact there.

I understand that the Easy Flow System has been installed instead of the conventional system recommended originally for the sewer easement intended and is aware that it is now there below the surface of the parcel.

Guy Greer

Meredith Greer

We have informed the landowners of the Easy Flow upgrade as of November 6, 2002.

Trae Becker

Judy Becker

HERT 1400

FEE: 100.00 Cash **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 5/29/96 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 5-29-96 PERMIT NO: 3844 B
PARCEL NO: 108-021-11

JOB LOCATION ADDRESS: 7913 Johnson Creek Road Pineville
PROPERTY OWNER: Philip + Judith Becker
BUILDING CONTRACTOR: -
SUBDIVISION NAME: -
AUTHORIZATION ISSUED BY: Philip L. Walker R.S. DATE: 5/29/96
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 3844B, 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: Type III Septic system approval
Lift pump required

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.

Judy R Becker 5/29/96
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: 3844 CONDITIONS OF IMPROVEMENT PERMIT Tax Number: 198 021 11

- 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	✓ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
.3 Long-term acceptance rate	360 Max gallons/day wastewater flow	900' Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
yes Serviced by private well	1500 Gallon septic tank	300' Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
___ Bedrooms in residence	___ Gallon pump tank	___ Depth of stone		
Any surface waters present: yes Type: pond. Minimum separation distance: >50'				
Site modifications required:				
Additional Conditions: Type III septic system Approval, Lift pump required Basement with plumbing				
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	✓ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
900' Absorption Area (Sq ft) 300' Total Trench Length (Ft)	NA Depth of Stone Trench	9' Trench spacing (min. on centers)	24" Maximum Trench Depth	
For existing system, enter the year originally installed:				

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

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

Thilo L. Walker R.S. 5/29/96
DEHNR Authorized Agent Date

x Judy Becker 5/24/96
Owner/Agent Signature Date

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

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

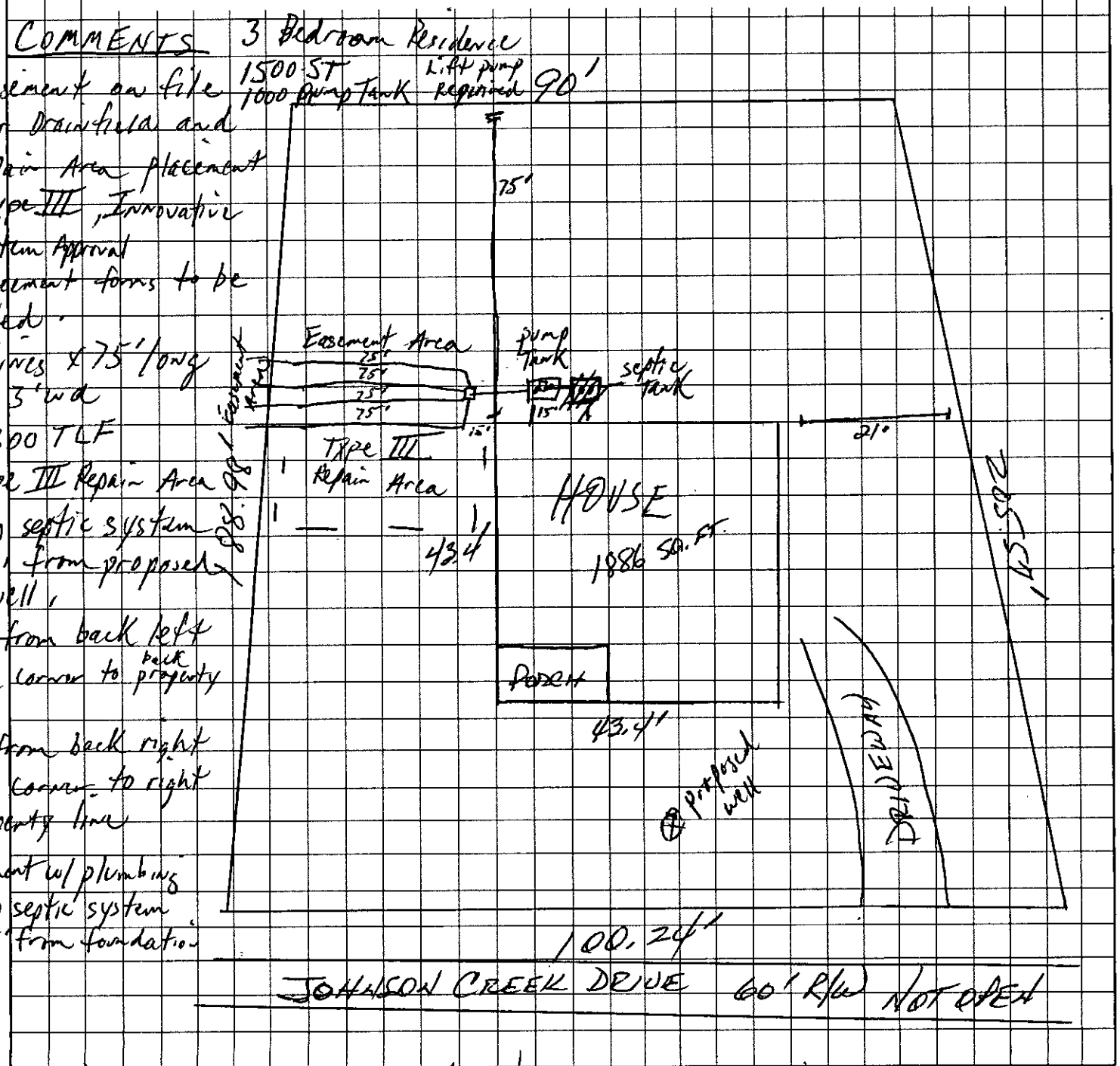
PROPOSED PLOT PLAN

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

FILE: 38448

TC: 108-021-11

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.



Ken Walter Hanson Engr. agent for Phelps L. Becker
OWNER/AGENT SIGNATURE

DATE 12-12-95

APPROVAL DATE PSW 5/29/96

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

11-7-00 Property line not adequately Marked.
I called & left message @
McCONNAE's Construction to properly mark line
536-3086
D Dale

BK: 0859 304/0306 #:0414 13.05
JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 05/22/96 14:35

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)

FILE # 3844B
PARCEL # 108 021 11

The undersigned, Philip R. Becker & Judith D Becker, owner of property located at 7913 Johnson Creek Rd (Lot #6), (the "site") and described in an instrument recorded in Book 8 at Page 221, 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:

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

This instrument was prepared by: Mr Philip R Becker & Judith D Becker
Mail after recording to: 8101 Pleiter Rd
Charlotte, N.C. 28215

- 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 the Department, 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 29th day of May, 1996.

_____ (Corporate Name)

By: _____

_____ President

ATTEST:

_____

_____ Secretary

(Corporate Seal)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF NORTH CAROLINA
COUNTY OF Mecklenburg

I, Rhonda L. Miller, a Notary Public for said County and State, do hereby certify that Philip R. Becker & wife, Judith D. Becker personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 29 day of May, 1996.

Rhonda L Miller
Notary Public

My Commission Expires:
May 4, 1999

RHONDA L. MILLER NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

RBCWM:24751_1/8-30-95

BK: 08528 PG: 0146/0150 #:0236 17.75
JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 04/08/96 12:31

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

SEPTIC TANK DRAIN FIELD EASEMENT AGREEMENT

This EASEMENT made this 19 day of JANUARY, 1996, by and between

GRANTOR	GRANTEE
RODNEY & MOLLY BRAGG 8000 JOHNSON CREEK RD CHARLOTTE NC 28215	PHILIP R. & JUDY D. BECKER 8101 PLOTT RD. CHARLOTTE NC 28215

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee an easement as hereinafter described, to run with the land, upon that certain lot or parcel of land owned by Grantor and located in the City of _____, CHARLOTTE Township, Mecklenburg County, North Carolina, and more particularly described as follows:

Mecklenburg Tax Parcel No. 108-081-11 as shown on a page of the County Tax Map attached hereto as Exhibit A
Lot 6 Block _____ of DOUBLE V ACRES-CRAB ORCHARD recorded in Map Book 8 Page 221 (if applicable) DEED BOOK 6332 PAGE 1050

See the plat attached hereto as Exhibit B and the parcel shown thereon identified with Grantor's name for the legal description of Grantor's parcel and of the Septic Tank Drain Field Easement Area located thereon, said parcel labeled thereon and hereinafter referred to as the "Easement Parcel."

This instrument was prepared by: Phillip Becker
Mail after recording to: William R. Marlin
700 North Tryon St. Charlotte, N.C. 28202

RBCWM:2650_1/3-14-94

former

Grantor hereby imposes said easement for the benefit of Grantee as the present owner and for the benefit of future owners of the following lot or parcel of land, situated in the City of CHARLOTTE, _____ Township, Mecklenburg County, North Carolina, and more particularly described as follows:

Mecklenburg Tax Parcel No. _____ as shown on a page of the County Tax Map attached hereto as Exhibit A

Lot _____ Block _____ of _____ recorded in Map Book _____ Page _____ (if applicable)

See the plat attached hereto as Exhibit B and the parcel shown thereon identified with Grantee's name for the legal description of Grantee's parcel, said parcel labeled thereon and hereinafter referred to as the "Benefitted Parcel."

Said Easement shall enable the Grantee to place, if, as and when needed, such need to be determined by the Grantee in his sole discretion, a septic tank and drain field or portions thereof, upon the Septic Tank Drain Field Easement Area on the Easement Parcel and to inspect, maintain, repair and replace the components of said septic tank and drain field at any time and from time to time. If the Easement Area also includes a connector strip for ingress and egress, Grantee shall have the right to use said connector strip for access as needed. ***This Easement may not be altered, amended or cancelled without the express written permission of the Mecklenburg County Health Department, which written permission must be part of any document recorded to alter, amend or cancel this Easement.*** This Easement shall automatically expire, however, should Grantee ever hook up the structure located or to be located on the Benefitted Parcel to a public or community sanitary sewage system but shall otherwise be perpetual.

Grantor acknowledges that the Septic Tank Drain Field Easement Area cannot be used and will not be used for any of the following activities or in any of the following ways:

- Grading or filling
- Parking or driving heavy equipment in the area or in any other way compacting the soil in the Area
- Excavating soil from the Area
- Placing footings or foundations or engaging in any other construction activity in the Area
- Placing in-ground or above-ground swimming pools in the Area
- Placing irrigation systems in the Area
- Placing underground utility lines or cables in the Area
- Planting trees or gardens in the Area
- Removing any large trees in the Area unless dead or diseased
- Using the area for the burial of stumps, trash, or any other type of construction material
- Using the Area for gravesites

- Diverting the natural flow of water onto the Area by way of drainage ditches or diversion ditches or using the Area to receive water from any gutter or downspout discharges

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in their corporate names by their duly authorized officers and their seals to be hereunto affixed by authority of their Boards of Directors, the day and year first above written.

GRANTOR

_____ _____ (SEAL)
(Corporate Name)

BY: _____ _____ (SEAL)
_____ President

ATTEST: Molly A. Bragg (SEAL)

_____ Robert W. Bragg (SEAL)
_____ Secretary (Corporate Seal)

LINDA K. DAVIS NOTARY PUBLIC MECKLENBURG COUNTY, N.C. SEAL STAMP

North Carolina, Mecklenburg County

I, Linda K Davis, a Notary Public of the County and State aforesaid, certify that Molly A Bragg, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23 day of January, 1996.

My Commission Expires: 7-6-99 Linda K Davis
(Notary Public)

SEAL-STAMP

North Carolina, Mecklenburg County

I, Linda K Davis, a Notary Public of the County and State aforesaid, certify that Rodney W Bragg personally came before me this day and acknowledged that he is _____ Secretary of _____, a corporation, and that by authority duly given and as the act of the 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 official stamp or seal, this 23 day of January, 1996.

My Commission Expires: 1-6-99 Linda K Davis
Notary Public

GRANTEE

_____ (SEAL)
(Corporate Name)

BY: _____ (SEAL)
_____ President

ATTEST: _____ (SEAL)

_____ (SEAL)
_____ Secretary (Corporate Seal)

SEAL-STAMP

North Carolina, Mecklenburg County

I, Marsha A. Cox, a Notary Public of the County and State aforesaid, certify that Philip R. Becker & Judith D. Becker Grantee, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20th day of February, 1996.

My Commission Expires: 1-12-97 Marsha A Cox
(Notary Public)

RBCWM:2650_1/3-14-94

SEAL-STAMP North Carolina, Mecklenburg County

I, Linda K Davis, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is _____ Secretary of _____, a corporation, and that by authority duly given and as the act of the 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 official stamp or seal, this _____ day of _____, 19__.

My Commission Expires: _____ _____
Notary Public

This document is not to be recorded until approved by the Mecklenburg County Health Department.

APPROVED AS TO THE SEPTIC REPAIR AREA REQUIREMENTS:

MECKLENBURG COUNTY HEALTH DEPARTMENT

BY: _____ DATE: _____

_____
(print name)

Approval by the Mecklenburg County Health Department does not certify or extend to matters of title. The purchaser of property subject to or affected by this easement is responsible for ascertaining all matters affecting the validity and enforceability of this instrument.

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Linda K. Davis and Marsha L. Cox
Notary(ies) Public is/are certified to be correct. This 8th day of April 1996
JUDITH A. GIBSON, REGISTER OF DEEDS By: Karen Ayers Deputy Register of Deeds

RBCWM:2650_1/3-14-94

PROJECT NUMBER: C39 969027 PROJECT NAME: MCCANDLESS/7913 JOHN PHS: SON SEC: CK

ORIGINAL PROJECT NAME: MCCANDLESS/7913 JOHN PHS: SON SEC: CK
PRIMARY PROJECT NAME: MCCANDLESS/7913 JOHN PHS: SON SEC: CK

TYPE OF PERMIT
FOUNDATION _ SHELL _ FULL _ UPFITTING _ FAST TRACK _ OTHER REG
USDC: 101 SQUARE FEET: 6000 CONSTRUCTION COST: 177000

CONTACT
NAME: BRIAN MCCANDLESS TITLE: CONTR PHONE: 704 536 3086
ADDRESS: NO FAX # CITY/STATE: ZIP:

COMMENTS: 7913 JOHNSON CREEK ST

PLANS RECEIVED: 000328 CREATED: 000328 READY FOR ACTION: N
UNITS: APPROVED: ACTION TO TAKE:
ALL: 01 CALLED: 000329 DEADLINE: EFFECTIVE:
PRESS ENTER TO PROCEED WITH INQUIRY OR UPDATE

CLR=TRACKING MENU PF3=UPDATE PROJECT PF5=NAME BROWSE PF9 =APPROVED BROWSE
PF1=MAIN MENU PF4=MEMOS ADD PF8=MEMO LIST PF12=NOTES INQ/UPD

4-13-00 CALLED; LEFT MESSAGE @ MCCANDLESS CONSTRUCTION

4-20-00 P.C. MCCANDLESS CONSTRUCTION, A LADY INDICATED SHE WOULD HAVE OWNER PHILLIP BORER CONTACT US ABOUT BEDROOMS.

DUNCAN-PARNELL, INC. CHARLOTTE, NC 704-372-7788 N21259

THIS IS TO CERTIFY THAT ON THE 1 DAY OF NOVEM 19 95 SURVEYED THE PROPERTY SHOWN ON THIS PLAT. AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDINGS IF ANY, ARE AS SHOWN HEREON. THAT THE AREA OF THIS PROPERTY IS 0.50± ACRE AS CALCULATED BY COORDINATE METHOD WITH A RATIO OF PRECISION OF 1: 10,000± Subject to easements of record 6066 WILLIAM FOSTER TRACT 6 MB. 6 P. 873

SIGNED _____ REGISTERED SURVEYOR

S. 86-24 E 119.73 TIE

EXIST IRON PIPE

S.86-24E 90.00

#5 REBAR SET

EXIST IRON PIPE

LOT 6

Grantee

Philip R & Judy D Becker

S.00-48-E. 205.57

188.98

MB 6 P 221

CHARLES E. MOON REGISTERED L-1482 LAND SURVEYOR NORTH CAROLINA

LOT V MB 6 P 221 GRANTOR RODERICK BRAGG 6332±1050

N 11-46-30 E

THIS MAP IS NOT A CERTIFIED SURVEY AND NO Reliance may be placed in its Accuracy

LOT 5 MB 6 P. 221 RODERICK BRAGG 6332±1050

EXIST IRON PIPE N.W. INT. JOHNSON CREEK & HICKORY DRIVE

EXIST IRON PIPE

S.78-43E. 133.77

POINT

EXIST IRON PIPE

N. 71-10-30 E 581.44 TIE

S.77-39E. 100.24

REC 33.62 C=2X2.33

S.81-37-30E 33.57

JOHNSON CREEK DRIVE

60' R/W

(NOT OPEN)

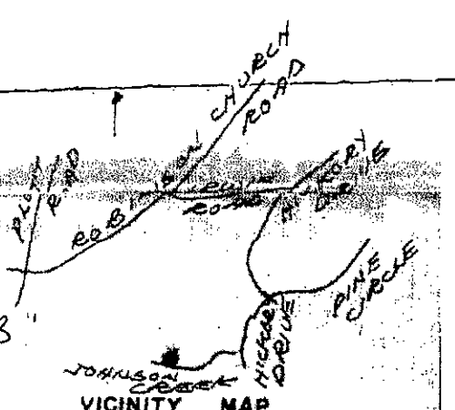
STREET ADDRESS

#800

Charles E. Moon
1825 Galloway Road
Charlotte, N.C. 28262
547-0416

Grantee Lot 6

Exhibit "B"



VICINITY MAP
NO SCALE

PHYSICAL SURVEY OF

LOT 6 OF DOUBLE V ACRES

CRAB ORCHARD TOWNSHIP, MECKLENBURG COUNTY, N.C.

SURVEY FOR JUDY & PHIL BECKER

MAP RECORDED IN BOOK 8 AT PAGE 221 DEED RECORDED IN BOOK 6332 PAGE 1050

SCALE 1" = 30' DRAWN BY _____ FIELD WORK _____ FIELD BOOK # 96 P 60

PARCEL I.D. NO. 108-021-11

I.R.F. = IRON PIN FOUND I.P.S. = IRON PIN SET

DUNCAN-PARKER, INC. CHARLOTTE, N.C. 704-372-7788 N25259

THIS IS TO CERTIFY THAT ON THE 1 DAY OF NOVEM 19 95 SURVEYED THE PROPERTY SHOWN ON THIS PLAT. AND THAT THE TITLE LINES AND THE WALLS OF THE BUILDINGS IF ANY, ARE AS SHOWN HEREON. THAT THE AREA OF THIS PROPERTY IS 0.504 ACRE AS CALCULATED BY COORDINATE METHOD WITH A RATIO OF PRECISION OF 1: 10,000+ Subject to easements of record 6066 WILLIAM FOSTER TRACT 6 MB. 6 P. 873

SIGNED _____ REGISTERED SURVEYOR

CHARLES E. MOON REGISTERED L-1489 LAND SURVEYOR NORTH CAROLINA

S. 86-24E 119.73 TIE

EXIST IRON PIPE

S.86-24E 90.00

#5 REBAR SET

EXIST IRON PIPE

LOT 6

S.00-48E. 205.57

MB 8 P 221

LOT 5 MB 8 P. 221 RODERICK BERGG 6332-1050

188.98

N. 11-46-30E

LOT 7 MB 8 P 221 RODERICK BERGG 6332-1050

EXIST. IRON PIPE N.W. INT. JOHNSON CREEK & HICKORY DRIVE

N. 71-10-30E 581.44 TIE

EXIST IRON PIPE

EXIST IRON PIPE

S. 78-43E. 133.77

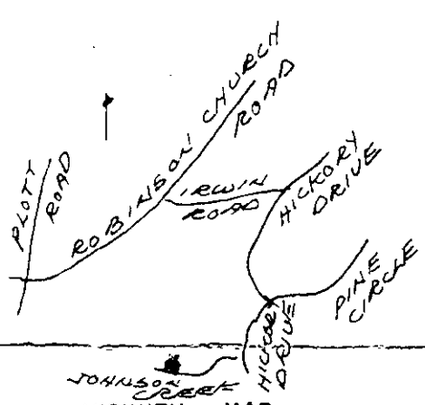
POINT

S. 77-39E. 100.24

ARC 33.62 R=242.33 S.81-37-30E 33.57

JOHNSON CREEK DRIVE
60' R/W
(NOT OPEN)
STREET ADDRESS
#8800

Charles E. Moon
1825 Galloway Road
Charlotte, N.C. 28262
547-0416



VICINITY MAP
NO SCALE

PHYSICAL SURVEY
OF

LOT 6 OF DOUBLE V. ACRES

CRAB ORCHARD TOWNSHIP, MECKLENBURG COUNTY, N.C.

SURVEY FOR JUDY & PHIL BECKER

MAP RECORDED IN BOOK 8 AT PAGE 221 DEED RECORDED IN BOOK 6332 PAGE 1050

SCALE 1" = 30 DRAWN BY _____ FIELD WORK _____ FIELD BOOK # 96 P60

PARCEL I.D. NO. 108-021-11 I.R.F. = IRON PIN FOUND I.P.S. = IRON PIN SET

File 3844B

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

5400

Sheet ___ of ___
PROPERTY ID #: ___
COUNTY: ___

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

#1 38443
106-021-18 (2nd site)

OWNER: Phillip R. Beckham APPLICANT: ___
ADDRESS: 5101 Plott Road, Charlotte APPLICATION DATE: ___ DATE EVALUATED: ___
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 360gpd PROPERTY SIZE: .57
LOCATION OF SITE: 7913 Johnson Creek Rd PROPERTY RECORDED: ___
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other ___
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS: 1942 SOIL WETNESS/ COLOR	1943 SOIL DEPTH	1956 SAPRO CLASS	1944 RESTR HORIZ	PROFILE CLASS & LTAR
	Slopes 3-10%								
1	LS	0-8"	gr/scl	Fr/SEXP/SS/SP	>40" to Chroma 2 colors	40"	N/A	None	PS .25gpf2 LTAR
		8-40"	SBK/C	Fr-F/SEXP/SPL					
2	LS	0-12"	gr/scl	Fr/SEXP/SS/SP	>48" to chroma 2 colors	48"	N/A	None	PS .39gpf2 LTAR
		12-48"	SBK/C	Fr/SEXP/SPL					
3	NS	0-4"	gr/scl	Fr/SEXP/SS/SP	2.5Y 6/2 Mottles @ 8"	12"	N/A	None	US
		4-12"	SBK/C	F-/EXP/VS/VP					
4	NS	0-4"	gr/scl	Fr/SEXP/SS/SP	7 12" to Chroma 2 colors	12"	N/A	None	US
		4-12"	SBK/C	Fi/EXP/VS/VP					
5	LS	0-8"	gr/scl	Fr/SEXP/SS/SP	>46" to chroma 2	46"	N/A	None	US
		8-46"	SBK/C	Fi-F/SEXP/SPL					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	Limited PS	PS
System Type(s)		

OTHER FACTORS (.1946): ___
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: W.R. Merrell 5-17-96
OTHER(S) PRESENT: ___

OMMENTS: 100% Repair

LEGEND

use the following standard abbreviations

LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL 1955 LTAR	LPP 1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope)	I	S (Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive)	G (Single Grain)
V (Convex Slope)		LS (Loamy Sand)			SEXP (Slightly Expansive)	M (Massive)
(Drainage Way)					EXP (Expansive)	CR (Crumb)
S (Debris Slump)	II	SL (Sandy Loam)	0.8 - 0.6	0.4 - 0.3		GR (Granular)
P (Flood Plain)		L (Loam)				SBK (Subangular Blocky)
S (Foot Slope)						ABK (Angular Blocky)
(Head Slope)	III	SI (Silt)	0.6 - 0.3	0.3 - 0.15		PL (Platy)
(Linear Slope)		SICL (Silty Clay Loam)				PR (Prismatic)
(Nose Slope)		CL (Clay Loam)				
(Ridge)		SCL (Sandy Clay Loam)			MOIST	WET
(Shoulder Slope)		SLC (Silt Loam Clay)				
(Terrace)					VFR (Very Friable)	NS (Non-sticky)
	IV	SC (Sandy Clay)	0.4 - 0.1	0.2 - 0.05	FR (Friable)	SS (Slightly Sticky)
		SIC (Silty Clay)			FI (Firm)	S (Sticky)
					VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
		O (Organic)	None		EFI (Extremely Firm)	NP (Non-plastic)
						SP (Slightly Plastic)
						P (Plastic)
						VP (Very Plastic)

OTES

ORIZON DEPTH In inches below natural soil surface

EPTH OF FILL In inches from land surface

ESTRICTIVE HORIZON Thickness and depth from land surface

APROLITE S(suitable) or U(unsuitable)

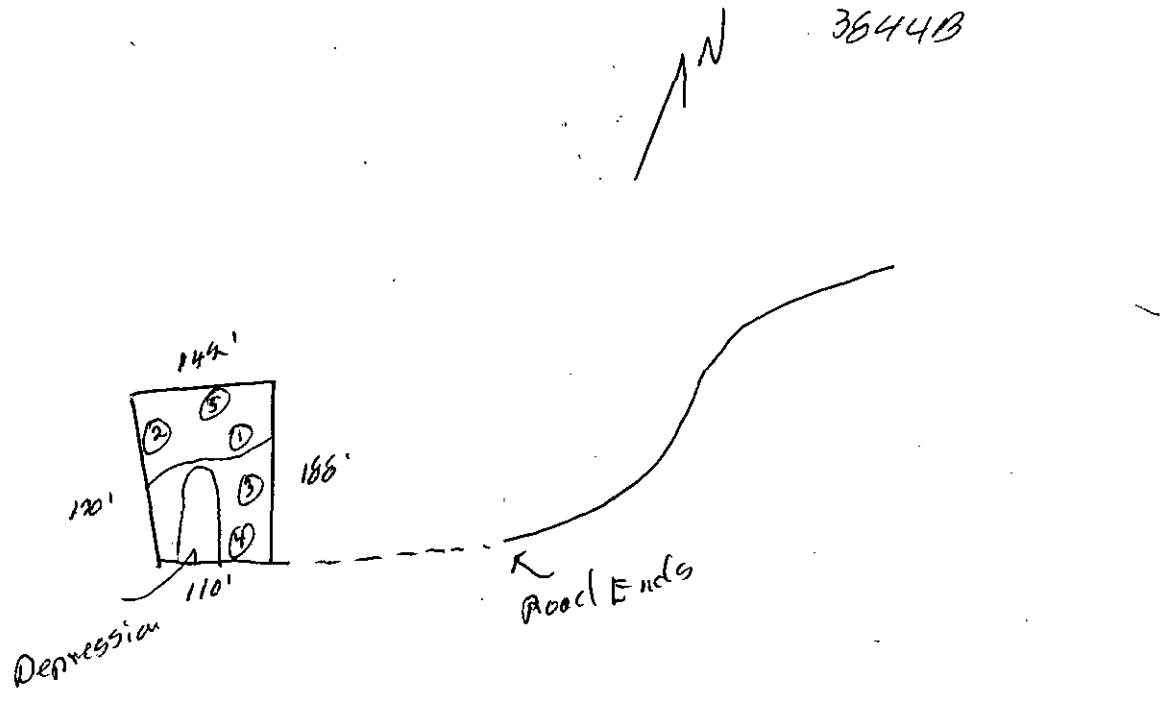
OIL WETNESS Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation

LASSIFICATION S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

valuation of saprolite shall be by pits.

ong-term Acceptance Rate (LTAR): gal/day/ft²

Show profile locations and other site features (dimensions, reference or benchmark, and North).



FEE: ~~125.00~~ 100.00
DATE: 12/12/95
CK #87641

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 #: 3844B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 108-021-11

STREET ADDRESS: ~~NONE YET~~ 7913 Johnson Creek Dr.

SUBDIVISION OR MOBILE HOME PARK NAME: LOT 6 OF DOUBLE V ACRES

LOT NUMBER: # 6

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: 1,886

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 4

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: BECKER PHILIP R. (LAST) (FIRST) (MI)	NAME: (LAST) (FIRST) (MI)
ADDRESS: 8101 PLOT RD	DAYTIME PHONE: ( ) -
CITY: CHARLOTTE STATE: N.C. ZIP: 28215	
DAYTIME PHONE: 704 568-8701	

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 10/26/95

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: Jim Walter Homes, Inc. as agent for: Philip R. Becker DATE: 12-12-95

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: ~~$100.00~~ $175.00
DATE: 12/12/95
CK # 27641

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

4/3/96 Jeff 1542 2nd Lot 2nd Lot 2nd
#175.00 [ ] 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 #: 3814B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 108-021-11

STREET ADDRESS: ~~NONE YET~~ 7913 Johnson Grist Rd

SUBDIVISION OR MOBILE HOME PARK NAME: LOT 6 OF DOUBLE V ACRES

LOT NUMBER: #6

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: 1,886

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 4

extra lot 108-021-10 as per Phil Becker 5-16-96

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

PROPERTY OWNER:

NAME: BECKER PHILIP R.
(LAST) (FIRST) (MI)

ADDRESS: 8101 PLOT RD

CITY: CHARLOTTE STATE: N.C. ZIP: 28215

DAYTIME PHONE: (704) 568-8701

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
(LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 10/20/95

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: Jim Walter Homes, Inc. As agent for Philip R. Becker DATE: 12-12-95

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

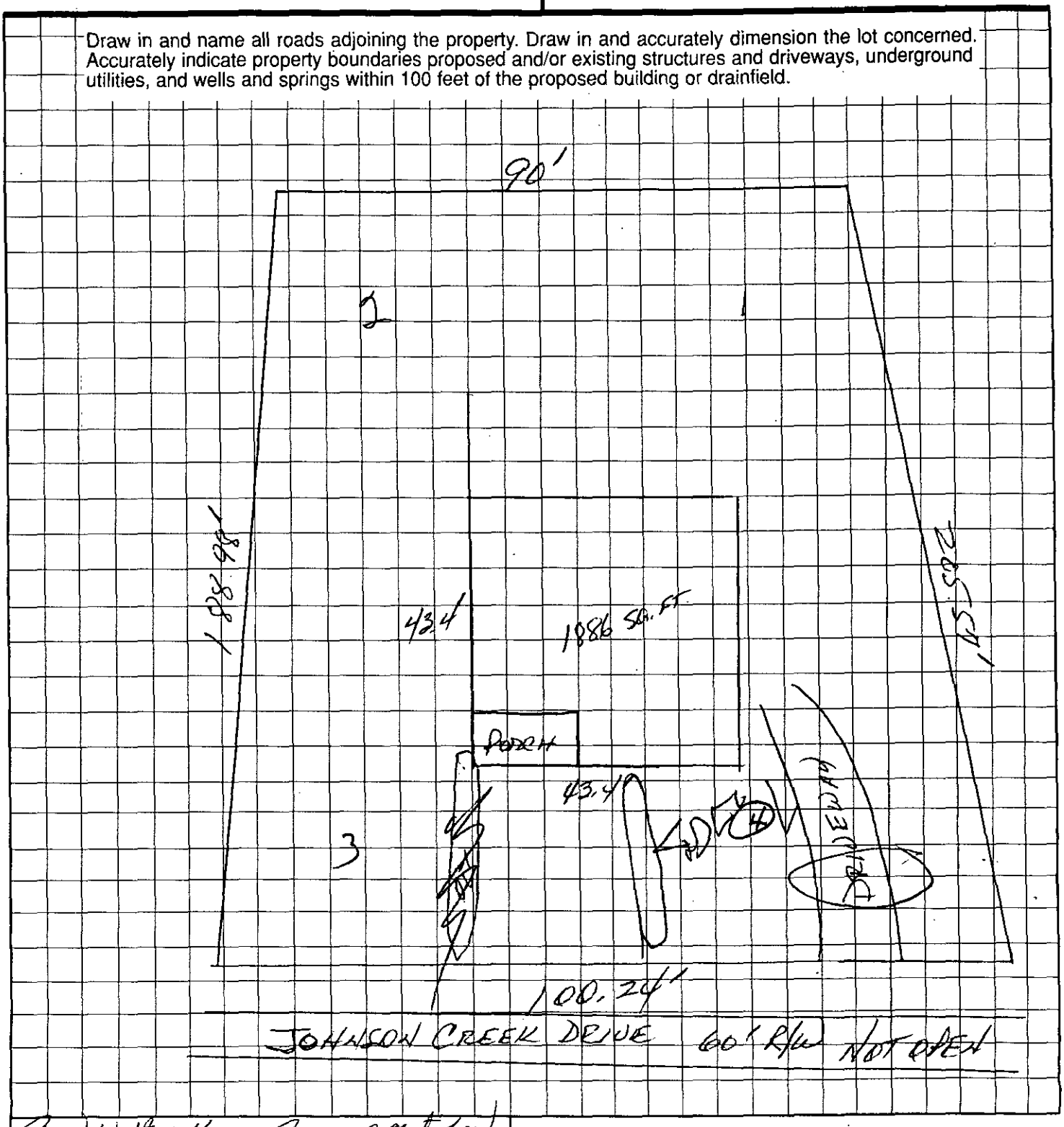
PROPOSED PLOT PLAN

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

FILE: 3844B

TC: 108-021-11

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.



Ryan Walter Hennon Agent for
Phillip L. Becker
OWNER/AGENT SIGNATURE

DATE 12-12-95

APPROVAL DATE _____

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

FEE: ~~$75.00~~ 100.00

DATE: 12/12/95

CK #27641

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

4 S 19 3 E 2 ~~2 3 4~~ 1 J 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 #: 3844B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 108-021-11

STREET ADDRESS: ~~none yet~~ 7913 Johnson Creek Rd

SUBDIVISION OR MOBILE HOME PARK NAME: LOT 6 OF DOUBLE V ACRES

LOT NUMBER: # 6

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: 1,886

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 4

Certified 108-021-10
as per Phil Becker 5-18-96

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
EASEMENTS OR RIGHT-OF-WAYS	__ YES ✓ NO		

PROPERTY OWNER:

NAME: BECKER (LAST) PHILIP (FIRST) R. (MI)

ADDRESS: 8101 PLOT RD

CITY: CHARLOTTE STATE: N C ZIP: 28215

DAYTIME PHONE: (704) 568-8701

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) -

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 10/20/95

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: Jim Walter Homes, Inc. as agent for Philip R. Becker DATE: 12-12-95

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

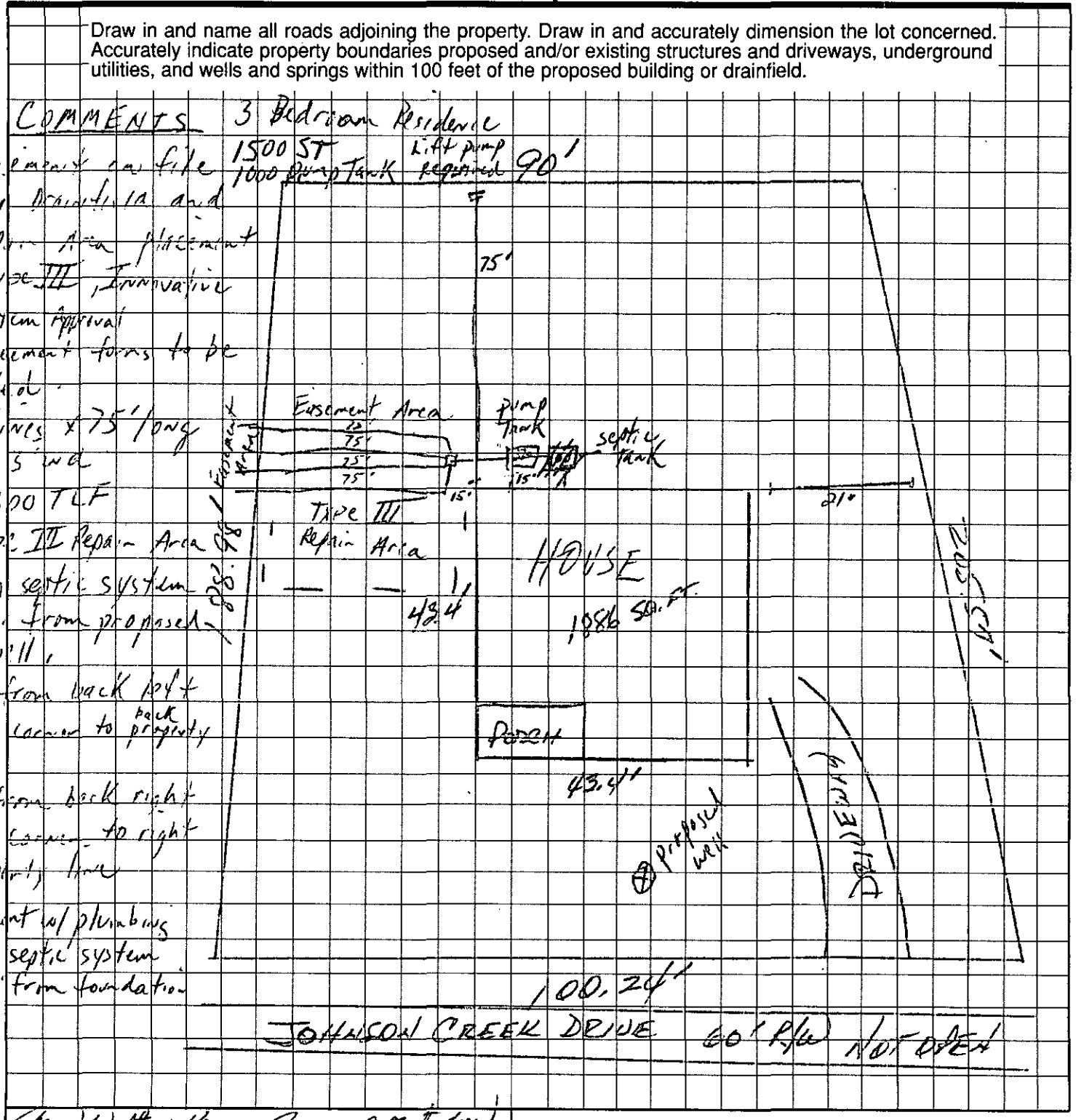
PROPOSED PLOT PLAN

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

FILE: 3844B

TC: 108-021-11

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.



Ryan Walter Hagan, Eng. agent for Richard L. Becker

OWNER/AGENT SIGNATURE

DATE 12-12-95

APPROVAL DATE _____

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

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

Sheet ___ of ___
PROPERTY ID #: # 1 3844B
COUNTY: 106-021-10 (2nd site)

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

OWNER: Phillip B. Reeves
ADDRESS: 5101 Plott Road, Charlotte
APPLICANT: ___
APPLICATION DATE: ___
DATE EVALUATED: ___
PROPOSED FACILITY: residence
PROPOSED DESIGN FLOW (.1949): 360gpd
PROPERTY SIZE: .52
PROPERTY RECORDED: ___
LOCATION OF SITE: 7913 Johnson Creek Rd
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other ___
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	1940 LANDSCAPE POSITION/ SLOPE % (Slopes 3-10%)	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS 1942 SOIL WETNESS/ COLOR	1943 SOIL DEPTH	1956 SAPRO CLASS	1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-8"	gr/scl	Fr/SE XP/SS/SP	>40" To Chroma 2 colors	40"	N/A	None	PS .25 g/ft IC
		8-40"	sBK/C	Fr-Fi/SEXP/SS/SP					
2	LS	0-12"	gr/scl	Fr/SEXP/SS/SP	>48" To Chroma 2 Colors	48"	N/A	None	PS .39/F2 IC
		12-48"	sBK/C	Fr/SEXP/SS/SP					
3	NS	0-4"	gr/scl	Fr/SEXP/SS/SP	2.5Y 6/2 Mottles @ 8"	12"	N/A	None	US
		4-12"	sBK/C	Fi/EXP/VS/VP					
4	NS	0-4"	gr/scl	Fr/SEXP/SS/SP	>12" To Chroma 2 Colors	12"	N/A	None	US
		4-12"	sBK/C	Fi/EXP/VS/VP					
5	LS	0-8"	gr/scl	Fr/SEXP/SS/SP	>48" To Chroma 2	46"	N/A	None	US
		8-46"	sBK/C	Fi-Fi/SEXP/SS/SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	Limited PS	PS
System Type(s)		

OTHER FACTORS (.1946): ___
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: W.B. Morelli 5-17-96
OTHER(S) PRESENT: ___

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

Sheet ___ of
PROPERTY ID #: ___
COUNTY: ___

#3

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

3644B
106-021-11

OWNER: Phillip R. Becker
ADDRESS: 2101 Plat Road, Charlotte
PROPOSED FACILITY: House
LOCATION OF SITE: 7913 Johnston Creek Rd

APPLICANT: ___
APPLICATION DATE: ___
PROPOSED DESIGN FLOW (.1949): ___

DATE EVALUATED: ___
PROPERTY SIZE: .5 A
PROPERTY RECORDED: ___

WATER SUPPLY: ☒ Private ☐ Public ☐ Well ☐ Spring ☐ Other ___
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☒ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PRO CL & I
1	CV 5%	0-4"	sBK/SL	Fr/SEXP/SS/SP	5Y 5/1 mottles @ 13"	18"	N/A	None	us
		4-15"	sBK/SC	Fi/EXP/S/P					
		15-18"	sBK/SCl	Fi/EXP/S/P					
2	CV 3%	0-12"	sBK/Scl	Fr/SEXP/SS/SP	5Y 6/1 mottles @ 30"	38"	N/A	None	U
		12-38"	sBK/C-SC	Fi/EXP/VS/VP					
3	CV 17%	0-8"	sBK/Scl	Fr/SEXP/SS/SP	No Chroma 2 to 18"	18"	N/A	None	U
		8-18"	sBK/SC	Fi/EXP/S/P					
4	CV 15%	0-6"	sBK/Scl	Fr/SEXP/SS/SP	No Chroma 2 to 16'	16"	N/A	None	a
		6-16"	sBK/SC	Fi/EXP/S/P					

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

OTHER FACTORS (.1946): ___
SITE CLASSIFICATION (.1948): unsuitable
EVALUATED BY: William R. Marlin 1-4-11

OMMENTS:

LEGEND

use the following standard abbreviations

LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL 1955 LTAR	LPP 1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope) V (Convex Slope) (Drainage Way) S (Debris Slump) P (Flood Plain) S (Foot Slope) (Head Slope) (Linear Slope) (Nose Slope) (Ridge) (Shoulder Slope) (Terrace)	I	S (Sand) LS (Loamy Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive) SEXP (Slightly Expansive) EXP (Expansive)	G (Single Grain) M (Massive) CR (Crumb) GR (Granular) SBK (Subangular Blocky) ABK (Angular Blocky) PL (Platy) PR (Prismatic)
	II	SL (Sandy Loam) L (Loam)	0.8 - 0.6	0.4 - 0.3		
	III	SI (Silt) SICL (Silty Clay Loam) CL (Clay Loam) SCL (Sandy Clay Loam) SUC (Silt Loam Clay)	0.6 - 0.3	0.3 - 0.15		
					MOIST	WET
	IV	SC (Sandy Clay) SIC (Silty Clay)	0.4 - 0.1	0.2 - 0.05	VFR (Very Friable) FR (Friable) FI (Firm) VFI (Very Firm v. Very Sticky) EFI (Extremely Firm)	NS (Non-sticky) SS (Slightly Sticky) S (Sticky) VS (Very Sticky) NP (Non-plastic) SP (Slightly Plastic) P (Plastic) VP (Very Plastic)
		O (Organic)	None			

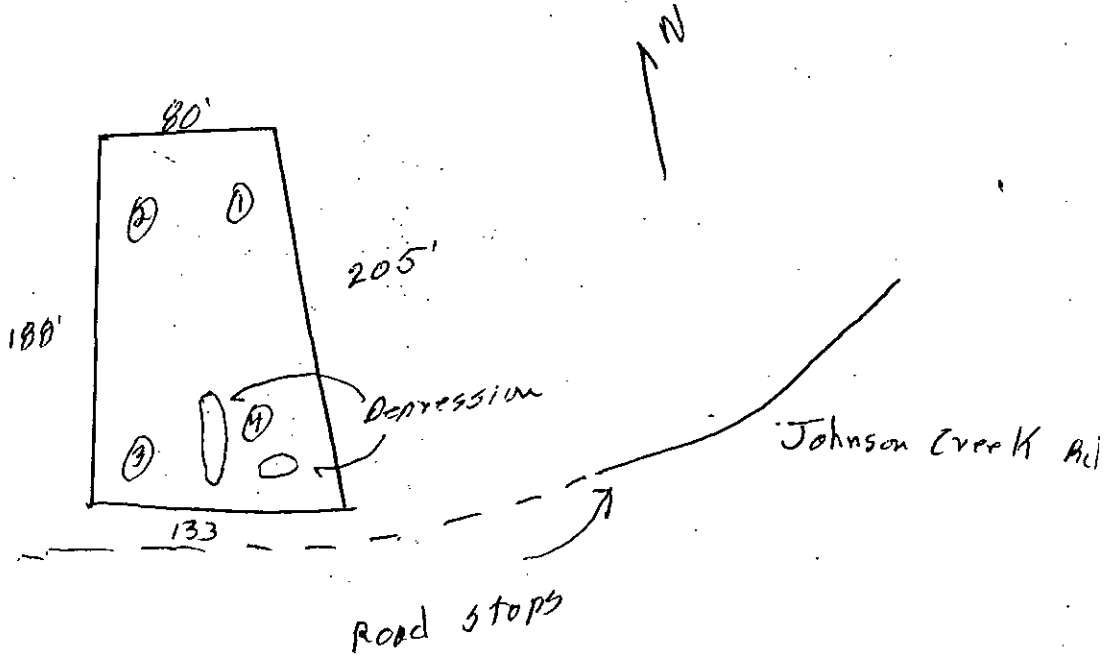
OTES

ORIZON DEPTH	In inches below natural soil surface
EPTH OF FILL	In inches from land surface
ESTRICTIVE HORIZON	Thickness and depth from land surface
IPROLITE	S(suitable) or U(unsuitable)
OIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
LASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

valuation of saprolite shall be by pits.

ong-term Acceptance Rate (LTAR): gal/day/ft²

Show profile locations and other site features (dimensions, reference or benchmark, and North).



COMMENTS: Lots of Vegetation

LEGEND

use the following standard abbreviations

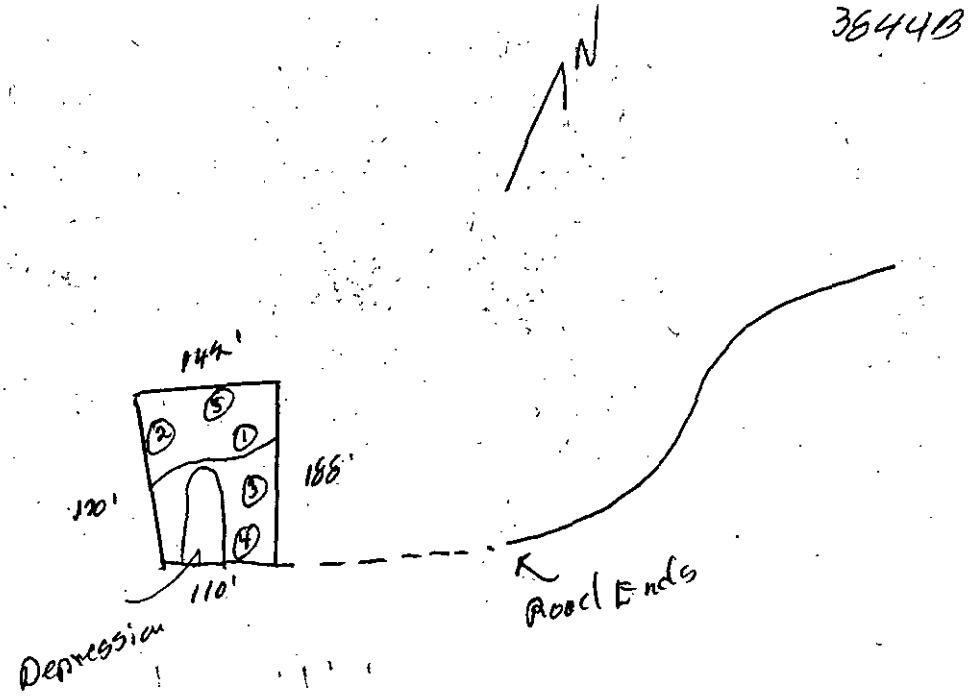
LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL 1955 LTAR	LPP 1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope)	I	S (Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive)	G (Single Grain)
V (Convex Slope)		LS (Loamy Sand)			SEXP (Slightly Expansive)	M (Massive)
(Drainage Way)					EXP (Expansive)	CR (Crumb)
S (Debris Slump)	II	SL (Sandy Loam)	0.8 - 0.6	0.4 - 0.3		GR (Granular)
P (Flood Plain)		L (Loam)				SBK (Subangular Blocky)
S (Foot Slope)						ABK (Angular Blocky)
(Head Slope)	III	SI (Silt)	0.6 - 0.3	0.3 - 0.15		PL (Platy)
(Linear Slope)		SICL (Silty Clay Loam)				PR (Prismatic)
(Nose Slope)		CL (Clay Loam)				
(Ridge)		SCL (Sandy Clay Loam)			MOIST	WET
(Shoulder Slope)		SUC (Silt Loam Clay)				
(Terrace)					VFR (Very Friable)	NS (Non-sticky)
	IV	SC (Sandy Clay)	0.4 - 0.1	0.2 - 0.05	FR (Friable)	SS (Slightly Sticky)
		SIC (Silty Clay)			FI (Firm)	S (Sticky)
					VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
		O (Organic)	None		EFI (Extremely Firm)	NP (Non-plastic)
						SP (Slightly Plastic)
						P (Plastic)
						VP (Very Plastic)

OTES

ORIZON DEPTH	In inches below natural soil surface
EPTH OF FILL	In inches from land surface
ESTRUCTIVE HORIZON	Thickness and depth from land surface
IPROLITE	S(suitable) or U(unsuitable)
OIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
LASSIFICATION	S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

valuation of saprolite shall be by pits.
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Show profile locations and other site features (dimensions, reference or benchmark, and North).



MECKLENBURG COUNTY REGISTER OF DEEDS
JUDITH A. GIBSON - REGISTER

CUSTOMER RECEIPT: 04/08/96

Date	Time	Inst #	Type	Book	Page	Trx	Amount
04/08/96	12:31	236	EASE	8528	146	FEE	16.00
04/08/96	12:31	236	EASE	8528	146	COPY	1.75
04/08/96	12:31					TOT	17.75
04/08/96	12:31					CASH	18.00
04/08/96	12:31					CHNG	.25

BK: 08528 PG: 0146/0150 #:0236 17.75
JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 04/08/96 12:31

FILE COPY

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

SEPTIC TANK DRAIN FIELD EASEMENT AGREEMENT

This EASEMENT made this 19 day of JANUARY, 1996, by and between

GRANTOR	GRANTEE
RODNEY & MOLLY BRAGG 8000 JOHNSON CREEK RD CHARLOTTE NC 28215	PHILIP R. & JUDY D. BECKER 8101 PLOTT RD. CHARLOTTE NC 28215

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee an easement as hereinafter described, to run with the land, upon that certain lot or parcel of land owned by Grantor and located in the City of _____, CHARLOTTE Township, Mecklenburg County, North Carolina, and more particularly described as follows:

Mecklenburg Tax Parcel No. 108-021-11 as shown on a page of the County Tax Map attached hereto as Exhibit A
Lot 6 Block _____ of DOUBLE V ACRES-CRAB ORCHARD recorded in Map Book 8 Page 221 (if applicable) DEED BOOK 6332 PAGE 1050

See the plat attached hereto as Exhibit B and the parcel shown thereon identified with Grantor's name for the legal description of Grantor's parcel and of the Septic Tank Drain Field Easement Area located thereon, said parcel labeled thereon and hereinafter referred to as the "Easement Parcel."

This instrument was prepared by: Phillip Becker
Mail after recording to: William R. Marlin
100 North Tryon St. Charlotte, N.C. 28202

RBCWM:2650_1/3-14-94

Grantor hereby imposes said easement for the benefit of Grantee as the present owner and for the benefit of future owners of the following lot or parcel of land, situated in the City of CHARLOTTE, _____ Township, Mecklenburg County, North Carolina, and more particularly described as follows:

Mecklenburg Tax Parcel No. _____ as shown on a page of the County Tax Map attached hereto as Exhibit A

Lot _____ Block _____ of _____ recorded in Map Book _____ Page _____ (if applicable)

See the plat attached hereto as Exhibit B and the parcel shown thereon identified with Grantee's name for the legal description of Grantee's parcel, said parcel labeled thereon and hereinafter referred to as the "Benefitted Parcel."

Said Easement shall enable the Grantee to place, if, as and when needed, such need to be determined by the Grantee in his sole discretion, a septic tank and drain field or portions thereof, upon the Septic Tank Drain Field Easement Area on the Easement Parcel and to inspect, maintain, repair and replace the components of said septic tank and drain field at any time and from time to time. If the Easement Area also includes a connector strip for ingress and egress, Grantee shall have the right to use said connector strip for access as needed. ***This Easement may not be altered, amended or cancelled without the express written permission of the Mecklenburg County Health Department, which written permission must be part of any document recorded to alter, amend or cancel this Easement.*** This Easement shall automatically expire, however, should Grantee ever hook up the structure located or to be located on the Benefitted Parcel to a public or community sanitary sewage system but shall otherwise be perpetual.

Grantor acknowledges that the Septic Tank Drain Field Easement Area cannot be used and will not be used for any of the following activities or in any of the following ways:

- Grading or filling
- Parking or driving heavy equipment in the area or in any other way compacting the soil in the Area
- Excavating soil from the Area
- Placing footings or foundations or engaging in any other construction activity in the Area
- Placing in-ground or above-ground swimming pools in the Area
- Placing irrigation systems in the Area
- Placing underground utility lines or cables in the Area
- Planting trees or gardens in the Area
- Removing any large trees in the Area unless dead or diseased
- Using the area for the burial of stumps, trash, or any other type of construction material
- Using the Area for gravesites

- Diverting the natural flow of water onto the Area by way of drainage ditches or diversion ditches or using the Area to receive water from any gutter or downspout discharges

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seals, or if corporate, have caused this instrument to be signed in their corporate names by their duly authorized officers and their seals to be hereunto affixed by authority of their Boards of Directors, the day and year first above written.

GRANTOR

_____ _____ (SEAL)
(Corporate Name)

BY: _____ _____ (SEAL)
_____ President

ATTEST: Molly A. Bragg (SEAL)

_____ Robert W. Bragg (SEAL)
_____ Secretary (Corporate Seal)

SEAL-STAMP

North Carolina, Mecklenburg County

I, Linda K Davis, a Notary Public of the County and State aforesaid, certify that Molly A Bragg, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23 day of January, 1996.

My Commission Expires: 7-6-99 Linda K Davis
(Notary Public)

SEAL-STAMP

North Carolina, Mecklenburg County

I, Linda K Davis, a Notary Public of the County and State aforesaid, certify that Rodney W Bragg personally came before me this day and acknowledged that he is _____ Secretary of _____, a corporation, and that by authority duly given and as the act of the 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 official stamp or seal, this 23 day of January, 1996.

My Commission Expires: 7-6-99 Linda K Davis
Notary Public

GRANTEE

_____ (SEAL)
(Corporate Name)

BY: _____ (SEAL)
_____ President

ATTEST: _____ (SEAL)

_____ (SEAL)
_____ Secretary (Corporate Seal)

SEAL-STAMP

North Carolina, Mecklenburg County

I, Marsha A. Cox, a Notary Public of the County and State aforesaid, certify that Philip R. Becker & Judith D. Becker Grantee, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 20th day of February, 1996.

My Commission Expires: 1-12-97 Marsha A Cox
(Notary Public)

RBCWM:2650_1/3-14-94

SEAL-STAMP North Carolina, Mecklenburg County

I, Linda K Davis, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is _____ Secretary of _____, a corporation, and that by authority duly given and as the act of the 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 official stamp or seal, this _____ day of _____, 19__.

My Commission Expires: _____ _____
Notary Public

This document is not to be recorded until approved by the Mecklenburg County Health Department.

APPROVED AS TO THE SEPTIC REPAIR AREA REQUIREMENTS:

MECKLENBURG COUNTY HEALTH DEPARTMENT

BY: _____ DATE: _____

_____
(print name)

Approval by the Mecklenburg County Health Department does not certify or extend to matters of title. The purchaser of property subject to or affected by this easement is responsible for ascertaining all matters affecting the validity and enforceability of this instrument.

Mecklenburg County
Health Department

January 5, 1995

Mr. Philip Becker
8101 Plot Road
Charlotte, NC 28215

Re: 7913 Johnson Creek Road
File: 3844B
Parcel: 108-021-11

Dear Mr. Becker:

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 Rules .1941 **SOIL CHARACTERISTICS (MORPHOLOGY) EXPANSIVE CLAY MINERALOGY** and .1943(a) **SOIL DEPTH**. For these reasons 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 indicated 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 groundwater or surface water, and
> (3) the effluent will not be exposed on the ground surface or be discharged to the surface waters where it could come in contact with people, animals, or vectors.

The state shall review the substantiating data 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.

If you have any questions regarding this matter please do not hesitate to call me at 336-5575.

Sincerely,

Kelly Randall, R.S., Soil Scientist
Individual Water and Wastewater Systems

KR:gf

Mecklenburg County
Health Department

Philip Becker
8101 Plot Rd
Charlotte NC. 28215

Re: 7913 Johnson Creek Rd
File: 3844 B
Parcel: 108-021-11

I

Dear M. Becker

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 Rules .1941(3)(B) Soil Characteristics (MORPHOLOGY) EXPANSIVE CLAY MINERALOGY and .1943(a) SOIL DEPTH. For these reasons your Application for Improvement Permit is denied. A possible way to develop the site exists under Rule .1948(d) which reads as follows:

over

> 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 groundwater or surface water; and
> (3) the effluent will not 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 data 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.

If you have any questions regarding this matter, please call me at 336-5575.

Sincerely,

Kelly Randall, R.S., Soil Scientist
Individual Water and Wastewater Systems

:1941 Soil Characteristics (morphology), :1942 soil wetness conditions, and :1943 soil depth

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

D400 #3

Sheet ___ of
PROPERTY ID #: ___
COUNTY: ___

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

36448
166-021-11

OWNER: Phillip A. Becker
ADDRESS: 9101 Plat Road, Mineral
PROPOSED FACILITY: House
LOCATION OF SITE: 7913 Johnson Creek Rd

APPLICANT: ___
APPLICATION DATE: ___
PROPOSED DESIGN FLOW (.1949): ___
DATE EVALUATED: ___
PROPERTY SIZE: .5 A
PROPERTY RECORDED: ___

WATER SUPPLY: ☒ Private ☐ Public ☐ Well ☐ Spring ☐ Other ___
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☒ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PRO CL & L
1	CV 5%	0-4"	SBK/SL	Fr/SEXP/SS/SP	5Y5/1 mottles @ 13"	18"	N/A	None	US
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		15-18"	SBK/SCL	Fi/EXP/S/P					
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		12-38"	SBK/C-SC	Fi/EXP/VS/VP					
3	CV 12%	0-8"	SBK/SCL	Fr/SEXP/SS/SP	No Chroma 2 to 19"	18"	N/A	None	US
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		6-16"	SBK/SC	Fi/EXP/S/P					

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

OTHER FACTORS (.1946): ___
SITE CLASSIFICATION (.1948): unsuitable
EVALUATED BY: William R. Marlin 1-4-96
OTHER(S) PRESENT: ___

OMMENTS

LEGEND

use the following standard abbreviations

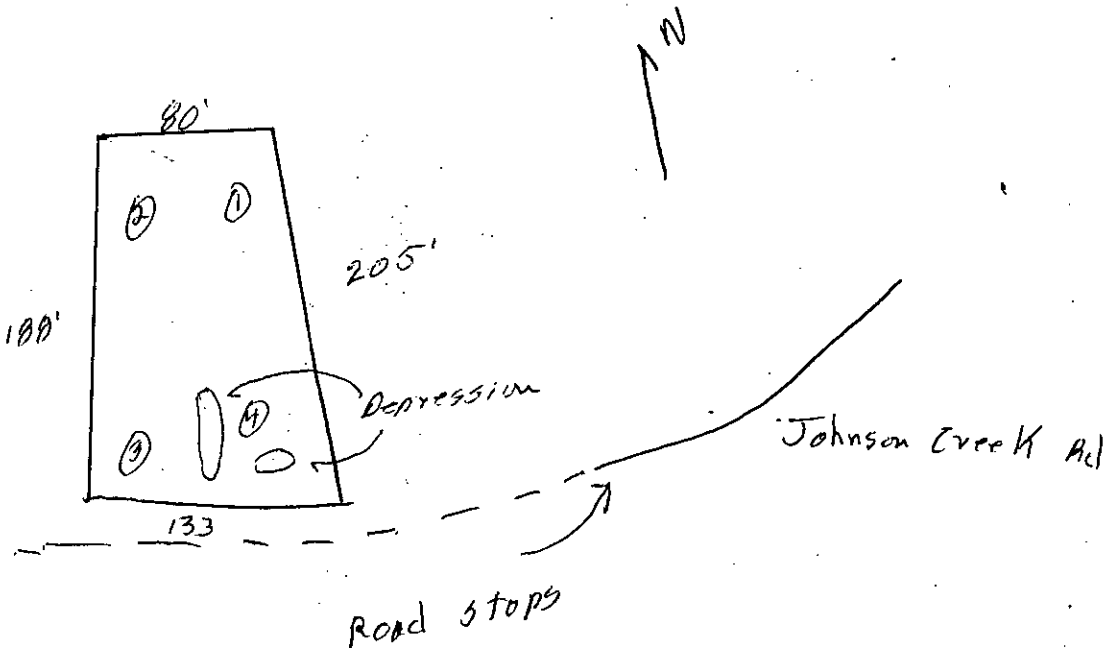
LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL .1955 LTAR	LPP .1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope) V (Convex Slope) (Drainage Way) S (Debris Slump) P (Flood Plain) S (Foot Slope) (Head Slope) (Linear Slope) (Nose Slope) (Ridge) (Shoulder Slope) (Terrace)	I	S (Sand) LS (Loamy Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive) SEXP (Slightly Expansive) EXP (Expansive)	G (Single Grain) M (Massive) CR (Crumb) GR (Granular) SBK (Subangular Blocky) ABK (Angular Blocky) PL (Platy) PR (Prismatic)
	II	SL (Sandy Loam) L (Loam)	0.8 - 0.6	0.4 - 0.3		
	III	SI (Silt) SICL (Silty Clay Loam) CL (Clay Loam) SCL (Sandy Clay Loam) SUC (Silt Loam Clay)	0.6 - 0.3	0.3 - 0.15		
					MOIST	**WET**
					VFR (Very Friable)	NS (Non-sticky)
	IV	SC (Sandy Clay) SIC (Silty Clay)	0.4 - 0.1	0.2 - 0.05	FR (Friable) FI (Firm) VFI (Very Firm v. Very Sticky) EFI (Extremely Firm)	SS (Slightly Sticky) S (Sticky) VS (Very Sticky) NP (Non-plastic) SP (Slightly Plastic) P (Plastic) VP (Very Plastic)
		O (Organic)	None			

OTES

ORIZON DEPTH	In inches below natural soil surface
EPTH OF FILL	In inches from land surface
ESTRICTIVE HORIZON	Thickness and depth from land surface
IPROLITE	S(suitable) or U(unsuitable)
OIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation
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valuation of saprolite shall be by pits.
ong-term Acceptance Rate (LTAR): gal/day/ft²

Show profile locations and other site features (dimensions, reference or benchmark, and North).



CONSUMER CREDIT DOCUMENT
BUILDING CONTRACT — NORTH CAROLINA
JIM WALTER HOMES, INC. (WITH LIMITED WARRANTY)

THIS BUILDING CONTRACT made this 25 day of September 19 95, between Philip R. Beeler and Judy D. Beeler-Wife hereinafter referred to as "Buyer" or "Debtor", whose address is 8001 Pro. Rd Charlotte N.C. 28215 and JIM WALTER HOMES, INC., a Florida Corporation, having its place of business at 2400 E. I-85 Serv. Rd Char. N.C. 28208 and its principal office at 1500 North Dale Mabry Highway, Tampa, Florida 33607, hereinafter referred to as "Creditor" or "Seller",

WITNESSETH:

1. The Seller agrees to build the house identified in the plans and specifications, and Exhibits A and B (the "House") according to the standards set forth in the Limited Warranty, all of which are attached hereto, and furnished to Buyer prior to the execution of this Building Contract, and which are by reference made a part hereof. The House is to be built on the property of the Buyer, located at: Lot 6 Charlotte N.C. Meck. Co. and more fully described as follows:

BEING ALL OF LOT 6 OF DOUBLE V ACRES AS SET FORTH IN PLAT BOOK 8 AT PAGE 221 OF THE MECKLENBURG PUBLIC COUNTY REGISTRY.

The size and style of the House are to be as follows (all dimensions herein and in the plans and specifications are approximate): Plantation Level — D4

2. Buyer acknowledges that he has been offered the opportunity to pay for the House in full immediately upon its completion, in which case Buyer would pay a cash price of $ 53,325 (the "Cash Price"). Buyer has, elected, however, to pay for the House on credit over time and therefore agrees to purchase the House for a credit price (or time price) of $ 142,890 (the "Time Price"). The difference between the Cash Price and the Time Price is sometimes referred to in this Building Contract as the "Time-Price Differential." Buyer agrees to pay the Time Price over 300 months as follows: (1) a down payment made on the date of this Building Contract of $ 1500.00 P.P. ; (2) beginning on the date (which date shall be referred to as the "Payment Commencement Date") set forth in the Completion Notice to be mailed or delivered by Seller to Buyer upon "release" (as set forth in the Limited Warranty) of the House by Seller, and one installment to become due on the same date of each succeeding month until payment in full, the Total of Payments shown in the Federal Truth-in-Lending Disclosure Statement below, in 300 equal monthly installments of $ 471.30 each. Buyer and Seller agree that, for federal income tax purposes, the Time-Price Differential (also known herein as "Finance Charge") will be recognized in equal parts over the life of this Building Contract.

Note — Weather conditions existing at the time of construction may cause Seller to delay the painting of the exterior of the house for a period of time; furthermore, a Buyer who purchases an electrical package and/or a plumbing package, and/or a mechanical package, but not a gypsum wallboard package-installed, from Seller will or may prevent Seller from completing the electrical and/or plumbing and/or mechanical trim-out work for an indefinite period of time until Buyer installs his own gypsum wallboard. The failure of Seller to have completed these items shall have no bearing on Seller's ability to release the substantially completed house to Buyer prior to such completion nor shall it relieve Buyer from Buyer's obligation set forth in this Building Contract to commence his regular monthly payments hereunder.

3. The Seller requires the Buyer to keep the house to be built under this Building Contract insured against damage or loss from fire, lightning, windstorm, and extended coverage and such other coverage as Seller may reasonably require. Buyer must maintain the required insurance coverage from the date of commencement of construction until Buyer's obligations under this Building Contract are fully discharged.

Buyer may choose the agency or company through which any required insurance is to be obtained, so long as the agency or company is authorized to do business in North Carolina. Buyer has the option of providing the required insurance through an existing policy or a policy independently obtained and paid for by the Buyer, or applying for insurance coverage through Best Insurors, Inc.

THE REQUIRED INSURANCE COVERAGE MUST INSURE THE HOUSE TO THE EXTENT OF THE LESSER OF THE ACTUAL CASH VALUE OF THE HOUSE OR THE AMOUNT FINANCED.

IF FIRE, LIGHTNING AND EXTENDED COVERAGE IN THE AMOUNT OF THE CASH PRICE OF THE HOUSE IS OBTAINED THROUGH BEST INSURORS, INC., THE INITIAL ANNUAL PREMIUM IS ESTIMATED AT $ 325 - 443 FOR THE ONE-YEAR TERM OF THE POLICY. Seller is unable to advise Buyer of the premium if the required insurance is not obtained through Best Insurors, Inc.

The required policies of insurance must contain a clause making the proceeds payable to the Creditor, or its assigns, to the extent of its interest in the insured property. Creditor reserves the right to refuse to accept an insurer offered by Buyer if the policy is not in the form or amount acceptable to Creditor.

In the event Buyer fails to furnish an acceptable policy of insurance, premiums prepaid, or in the event Buyer fails to keep in effect the required insurance coverage, Creditor shall have the right, but not the obligation, to purchase such coverage for Buyer, and either add the premiums to the outstanding indebtedness or demand reimbursement, immediately or at any time thereafter, from Buyer for those costs. All such advancements shall bear interest from the making thereof at the rate and under the terms and conditions set forth in the deed of trust executed herewith. Creditor's right to purchase such insurance coverage shall continue until Buyer delivers or causes to be delivered to Creditor or its assigns at P.O. Box 31601, Tampa, Florida 33631-3601 an insurance policy or policies providing the required insurance coverage together with satisfactory evidence of payment therefor, or until Buyer's indebtedness is fully discharged, whichever occurs first.

Buyer must make all insurance premium payments, whether for insurance purchased through Best Insurors, Inc., or from another company, directly to the agency or company from which the insurance is obtained. NO PREMIUMS FOR INSURANCE ARE INCLUDED IN THIS CONTRACT NOR ARE ANY PREMIUMS PAID FOR THROUGH BUYER'S DOWN PAYMENT OR MONTHLY PAYMENT.

INITIAL THE APPLICABLE BOX:

PB JDB The undersigned Buyer elects to obtain the insurance through Best Insurors, Inc. ____ ____

____ ____ The undersigned Buyer elects to furnish the required insurance through an insurance company other than Best Insurors, Inc.

***NOTE: PLEASE SEE THE BACK SIDE OF THIS BUILDING CONTRACT FOR ADDITIONAL TERMS AND CONDITIONS**

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS	TOTAL SALES PRICE
The cost of your credit at a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled (not including any down payment).	The total cost of your purchase on credit, including your down payment of $ 1500.00 P.P.
10%	$ 89,565	$ 51,825	$ 141,390	$ 142,890

Your payment schedule will be:

NUMBER OF PAYMENTS	AMOUNT OF EACH PAYMENT	WHEN PAYMENTS ARE DUE
300	471.30	monthly, beginning the 18th day of the month following the sixtieth day after release of the House to the Buyer.

You may obtain property insurance from anyone you want that is acceptable to Seller. If you get the insurance through Best Insurors, Inc., your annual premium is estimated to be $ 325 - 443 for the one year term of the policy.
Security: You are giving a security interest in real property together with all improvements now or hereafter placed on the property located at:
Street address or Rural Route Johnson Crack Dr. City Charlotte State N.C.
Late Charge: If a payment is late, you will be charged $6.00 or 4% of the unpaid portion of the installment in default, whichever is less.
Prepayment: If you pay off early, you will be entitled to a refund of part of the Finance Charge.
Assumption: This indebtedness cannot be assumed.
An itemization of the amount financed is provided below.
See the remainder of this Building Contract and the documents signed in conjunction with it for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.

Itemization of Amount Financed:
Cash Price $ 53,325 Less Down Payment of $ 1500.00 P.P. Amount Financed $ 51,825

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO THE BUYER: DO NOT SIGN THIS BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.

THE BUYER ACKNOWLEDGES THAT HE HAD THE ELECTION OF PURCHASING EITHER FOR CASH OR UPON A TIME PRICE BASIS AND HAS ELECTED TO PURCHASE ON THE TIME PRICE BASIS.

THE BUYER ACKNOWLEDGES THAT HE RECEIVED A COPY OF THIS AGREEMENT AND THAT BEFORE SIGNING THE SAME, THE CONTRACT CONTAINED THE ENTIRE TERMS ALL BLANK SPACES HAD BEEN FILLED IN PRIOR TO THE SIGNING OF THE SAME.

IN WITNESS WHEREOF, the Buyer and Seller have executed this contract on the day and year first above written.

JIM WALTER HOMES.
BY: _____ SEAL
SELLER

_____ SEAL
BUYER

_____ SEAL
BUYER

YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

FORM NO. 1240 (5/95) File 38948

BRANCH OFFICE COPY

4. Buyer warrants that he owns the property described hereon free and clear of all liens and encumbrances. In the event a full or complete legal description of the land upon which the house is to be built is unknown or unavailable to the parties at the time of execution hereof, Buyer agrees that the full or complete description of said land may be subsequently obtained and inserted and any such completion or correction of the description shall be effective as of the execution hereof.

5. Buyer agrees to execute and deliver to Seller a promissory note evidencing the amount of indebtedness hereunder and to execute and deliver a deed of trust covering the real property described in paragraph 1, together with all buildings (including the house to be built hereunder), structures and improvements now or hereafter located on said real property securing the payment of the indebtedness hereunder, all of the terms of which the promissory note and deed of trust are incorporated herein by reference. Said promissory note and deed of trust shall be on forms supplied by Seller. The deed of trust shall provide that the Seller may (but shall not be obligated to do so) advance moneys that should have been paid by Buyer in order to protect the lien or security of the deed of trust, and Buyer agrees without demand to forthwith repay such money, which amount shall bear interest at the rate of 10% per annum (but in no event shall the rate exceed the maximum rate permitted under North Carolina law), and shall be considered as so much additional indebtedness secured thereby; but no payment by Seller of any such moneys shall be deemed a waiver of Seller's right to declare the principal sum due under the deed of trust by reason of the default or violation of the Buyer in any of his covenants thereunder.

6. Buyer may prepay in full the unpaid balance of this Building Contract at any time, and, upon prepayment, Buyer shall receive a refund credit for all unearned charges, including a refund credit for the unearned Time-Price Differential computed pursuant to the "Actuarial Method."

7. For each installment not paid in full within fifteen (15) days of its scheduled due date, Buyer will be charged $6.00 or 4% of the unpaid portion of the installment in default, whichever is less, provided that only one late charge will be charged on any installment, regardless of the period during which it remains in default.

8. FOR EACH CHECK OR DRAFT TENDERED WHICH IS DISHONORED, RETURNED FOR INSUFFICIENT FUNDS, OR FOR ANY OTHER REASON WHATSOEVER, BUYER AGREES TO PAY IN ADDITION TO THE AFOREMENTIONED LATE CHARGE, A CHARGE REGARDING SAID CHECK IN THE AMOUNT OF $15.00.

9. This Building Contract and the other documents signed in connection with this transaction, including a Limited Warranty, contain the price and all the terms agreed upon by Buyer and Seller, and no statement, representation, warranty, guaranty or promise not set forth in this Building Contract or any other said documents has been made to induce either party to enter into this transaction. Buyer further acknowledges that neither Seller nor any of Seller's agents or employees have made any warranties, guaranties or representations not contained in this Building Contract or the other documents signed in conjunction with it.

10. Seller agrees to complete construction of the house within 365 days from the date hereof unless the parties hereto shall agree to extend the time for completion, it being expressly understood and agreed, however, that Seller shall not be responsible for delays which are the fault of Buyer, which are occasioned by the necessity to correct title defects for Seller to obtain good and marketable title to the property herein described, or delays occasioned by strikes, fires, floods, acts of God, catastrophes, or other matters which are beyond the control of Seller.

11. All provisions of this Building Contract are subject to approval by an officer of Seller. In addition, if Seller receives an unsatisfactory credit report on Buyer or any other unsatisfactory information about Buyer before Seller has commenced construction, Seller may cancel this Building Contract within 10 days thereafter upon returning to Buyer any payments or deposits it has received from Buyer.

12. Buyer and all guarantors, endorsers and pledgors hereof hereby waive presentment, demand, notice of dishonor, protest and all other demands and notices in connection with the delivery acceptance, performance and enforcement of this Building Contract.

Neither Buyer's tardiness in making one or more of the payments or installments required hereunder nor Seller's acceptance of late payments or installments shall constitute any defense to or waiver of Seller's right to insist upon and enforce timely payment hereunder.

13. Seller assumes no responsibility or obligation for, and in fact disclaims any responsibility or obligation for any testing, study or knowledge with respect to whether Buyer's site is suitable or proper for the construction of the House. Buyer hereby expressly warrants to Seller that Buyer has made and performed any and all reasonable or necessary testing, study, and investigation, or that Buyer has knowingly elected to forego any such testing, study and investigation and that Buyer's site is in fact, or deemed by Buyer to be, suitable and proper for the construction of the House to be built by Seller. Buyer acknowledges, understands and agrees that, in agreeing to build the House on the site selected by Buyer, Seller is relying upon Buyer's representation and warranty that the site is in fact suitable and proper for the construction of the House, including but not limited to the suitability and propriety of the foundation option selected by Buyer.

14. Unless pilings are specified for the House, either in the plans attached hereto or in "Exhibit A" attached hereto, they are not a part of this Building Contract, will not be provided by Seller and are not included in the price contained in this Building Contract. If pilings are specified, they shall be set to the depth into the ground required by any relevant, locally-adopted code; if there is no such code, they will be set to the depth established by local custom and practice. In the event Buyer requires that they be set to a depth greater than that determined by code or local custom and practice, this Building Contract and all related documents, at Seller's option, may be cancelled and rendered null and void, with any down payment being returned to Buyer. Commencement of construction or of drilling pilings shall not be deemed a waiver of Seller's right to cancel pursuant to this paragraph.

Unless otherwise specified in writing in this contract and/or the documents relating to it, Seller will install the specified pilings so that the greatest height between the ground and the bottom of the floor joists is approximately eight feet (8'). The height above ground of the remaining pilings will be determined by the contour, slope or elevation of the ground at the point of installation of each such remaining piling.

15. Buyer is responsible for ensuring the suitability of and preparing the building site for construction. Such preparation includes, but is not limited to grading, and removal of trees, bushes, shrubs, debris and other such material. Buyer is responsible for precisely locating and situating by use of stakes the desired and proper location and position of the House on the building site and in the event Buyer fails to promptly do so, Seller is entitled to do so on Buyer's behalf; however Seller's doing so shall not relieve Buyer's responsibility for staking the desired and proper location and situation of the House, and in the event Seller does so, it shall be conclusively presumed that the location and position of the House are as instructed and desired by Buyer. Buyer is responsible for all clean-up work to the House and the property after Seller has performed its obligations hereunder. Seller's responsibilities include no clean-up or trash removal.

16. In the event the House is constructed in a manner or at a location so as to be not entirely located upon the above described property or the above described property is not wholly owned by Buyer, Buyer agrees (1) to indemnify Seller for and hold Seller harmless from any and all damages, losses, judgements, expenses, costs, attorneys fees (which attorneys are to be selected at Seller's sole discretion) and litigation expenses arising from resolving or litigating the circumstances or issues resulting from the House being located partially or wholly upon the wrong property, the payment of all of which sums shall be secured by the House and all other property made the subject of Seller's liens; (2) that the above-described property and the liens of Seller shall also include and encompass any property of Buyer, whether now owned or hereafter acquired, upon which the House is actually located together with such additional property as is reasonably necessary, including up to fifty (50) feet in any direction from the House, as well as reasonable ingress and egress thereto; and/or (3) that Seller may, at Buyer's expense, purchase property at an alternative location (Seller to make a good faith effort to select property as geographically proximate to the improper location as reasonable under the circumstances), move the House to said location, and attach the Seller's liens to the House and property at said alternative location (selected at Seller's sole discretion).

17. This Building Contract between Buyer and Seller is for the construction and sale of a partially-completed home. Seller is required to provide or perform only those items, duties and obligations specifically set forth herein. Any items or work necessary or desirable beyond or in addition to those specifically set forth herein shall be the responsibility of the Buyer. Some such responsibilities of Buyer include, but are not limited to ascertaining the availability, obtaining the permitting, or performing the installation of a septic system, water, electricity, gas, telephone and other utilities.

18. In conjunction with and as a part of the transaction evidenced by this Building Contract, Seller is extending to Buyer a Limited Warranty setting forth the standards pursuant to which the House will be constructed and agreeing to remedy certain items should they become defective during the applicable warranty period. The Limited Warranty is a part of the transaction whereby Buyer has contracted with Seller to construct and sell the House; however, with respect to all matters addressed therein, the Limited Warranty supersedes and controls all other contract documents, discussions and representations. Neither any of the contract documents nor any discussions or representations can change, modify or override the Limited Warranty. The Limited Warranty cannot be changed or altered in any way and neither Buyer nor Seller's agents or employees have any authority to do so.

19. Until such time as Seller "releases" the House to Buyer, as set forth in the Limited Warranty, Buyer shall not be permitted to perform any labor in or add any materials to the interior of the House which could in any way hinder Seller's ability to finish its contract obligations hereunder. However, Seller will permit Buyer to "rough in" duct work and to prewire for telephones and television antennas during the course of Seller's performance and before the "release" of the House to Buyer. Until such time as the "release" of the House to Buyer occurs, as set forth in the Limited Warranty, Seller is entitled to, and Buyer hereby grants Seller, full and unrestricted ingress and egress to and use of the above-described property to do and perform all acts, work and construction Seller deems reasonable or necessary to perform or fulfill Seller's activities and obligations hereunder in such manner and at such time as Seller elects.

20. In the event Buyer fails to perform any activities or duties required of Buyer (including, but not limited to, failure of Buyer to prepare site for construction or, where applicable, failure of Buyer to complete construction of his own foundation), which failure prevents Seller from commencing construction for a period of sixty (60) days from the date hereof, Seller may cancel this Building Contract at its option and retain payment, if any, made by Buyer as liquidated damages. Thereafter, neither Buyer nor Seller shall have any further claim against or obligation to the other. Seller and Buyer agree that the damages arising from Buyer's failure to perform its activities and duties hereunder are difficult to ascertain and that the payment made by Buyer as described in this Section 20 is reasonably proportionate to such damages and is not a penalty.

21. Seller may assign its interest in this Building Contract and this Building Contract shall be binding upon and inure to the benefit of the assigns and successors of the Seller.

22. *The indebtedness represented by this Building Contract may not be assumed by any subsequent purchaser of the House. In the event Buyer conveys* his interest in the House and the property upon which it is located to another person(s) or entity while any indebtedness hereunder remains unpaid, that subsequent person(s) or entity will take title subject to Buyer's existing and continuing indebtedness and other obligations to Seller.

23. Buyer agrees that if this Building Contract or said Promissory Note/Deed of Trust executed in conjunction herewith is referred for collection or enforcement to an attorney who is not a salaried employee of the Creditor, the Buyer will pay all reasonable attorneys fees and all costs and expenses incurred by Seller.

24. Failure of Seller or Subcontractor to pay those persons supplying materials or services to complete this contract can result in the filing of a lien on the above described property which is the subject of this contract.

25. In the event Buyer fails to perform any obligation contained in this Building Contract, or in said Deed of Trust, the Seller may, at Seller's option, declare all sums remaining unpaid hereunder immediately due and payable. In the event of such acceleration, Buyer shall receive a credit for any unearned charges, including a credit for unearned Time-Price Differential, computed pursuant to the "Actuarial Method." All sums unpaid after such acceleration shall bear interest at the Annual Percentage Rate set forth in this Building Contract. Any failure to exercise said option of acceleration shall not constitute a waiver of the right to exercise the same at any other time.

26. Should any provision of this Building Contract be deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions.

27. This Building Contract shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina.