

15138 MARSHALL VALLEY CT

13915432

12/31/2007

duponbj

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

Pd. 105.00
PVL
4-9-99

CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 2541 B DATE: 10-16-98

TC: 134-152-01 ☒ L ☒ CRT

SERIAL Nº 17790

Name of Owner JOHN GRYGLEWICZ Juris.: _____

Address of Property MARSHAL VALLEY CT, LEMMOND ACRES, LOT 5

Inspection Data:

Tank Material PCC 1500

Total Length of Drainfield 533

Number of Lines 5 @ 107'

Cover Depth 12" SOIL

Water Supply Source MUNICIPAL

Distance to Water Source >10'

Excavation Inspected 10-16-98

Tank(s) Inspected 10-16-98

Wash Line Inspected NA

High Water Alarm Inspected 10-16-98

SEE PLOT PLAN

PLOT

Design 1500 ST 1000 PT 1600 SFT 26 CTR# STEVE AUTRY

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

☐ installed or constructed ☐ altered or repaired

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

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

☐ Certificate of Completion ☒ Operation Permit

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

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

COMMENTS: TYPE II B

J. Andrew Dale RS
Environmental Health Specialist

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

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

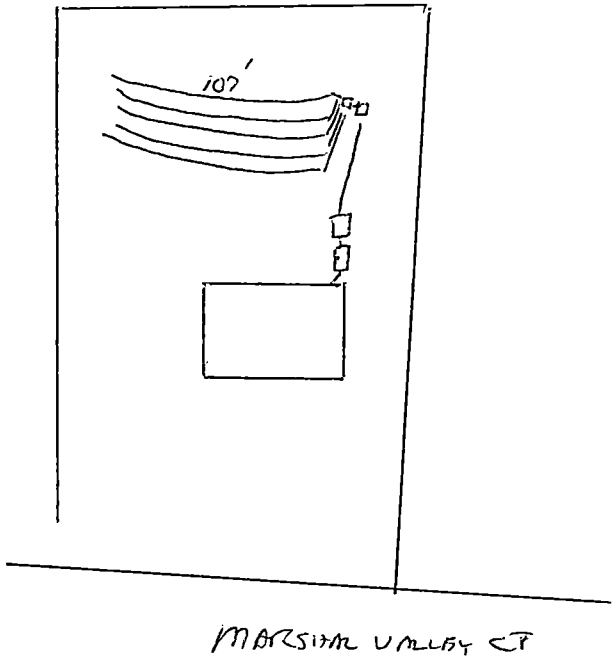
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 2541 B DATE: 10-15-98

TC: 139-152-01 L

SERIAL Nº 17902

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 6-2-98. All work shall be completed on or before 12-15-98, after which date this permit shall be null and void. The system shall meet all of the construction requirements of I5A NCAC 18A. 1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank 1000 gallons

Tank Construction PCC

Trench Depth 30"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous yes

Total Line Length 533' feet

Number of Lines 5 @ 107'

Depth of Stone 12" inches

Distance from House 5' feet

Distance from Property Line 10' feet

Distance from Well 100' feet

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

NAME OF OWNER JOHN A. GRIGLEWICZ

LOCATION OF PROPERTY MARSHA VALLEY CT, LEMMOND ARES, LOT 5

Comments: (1) INSTALL DRAINLINES IN 5 LINES @ 107'

Environmental Health Specialist

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

W/W @ ck # 501

FEE: 100.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 8-4-98 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 6/12/98 PERMIT NO: 254/B
PARCEL NO: 139 152 01 P0

JOB LOCATION ADDRESS: _____
PROPERTY OWNER: Brian Helms (pros buyer John Grygiewitz)
BUILDING CONTRACTOR: -
SUBDIVISION NAME: Lemmond Acres
AUTHORIZATION ISSUED BY: Philo A. Walker R.S. DATE: 6/12/98
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 254/B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

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

x John A Grygiewitz 6/12/98
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: 254/B

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 139 152 01 90

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	480 Max gallons/day wastewater flow	1610 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
NO Serviced by private well (community well)	1500 Gallon septic tank	~~1000~~ 535' Total trench length (ft)	~~24~~" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
4 Bedrooms in residence	1000 Gallon pump tank	12" Depth of stone		

Any surface waters present: NO Type: Minimum separation distance:

Site modifications required:

Additional Conditions: Lift pump required, community well

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	
1610 Absorption Area (Sq ft) 535' Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	24" Maximum Trench Depth	

For existing system, enter the year originally installed:

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

Thelo A. Walker 6/12/98
DEHNR Authorized Agent Date

× John A. Gray 6/17/98
Owner/Agent Signature Date

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

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

PROPOSED PLOT PLAN

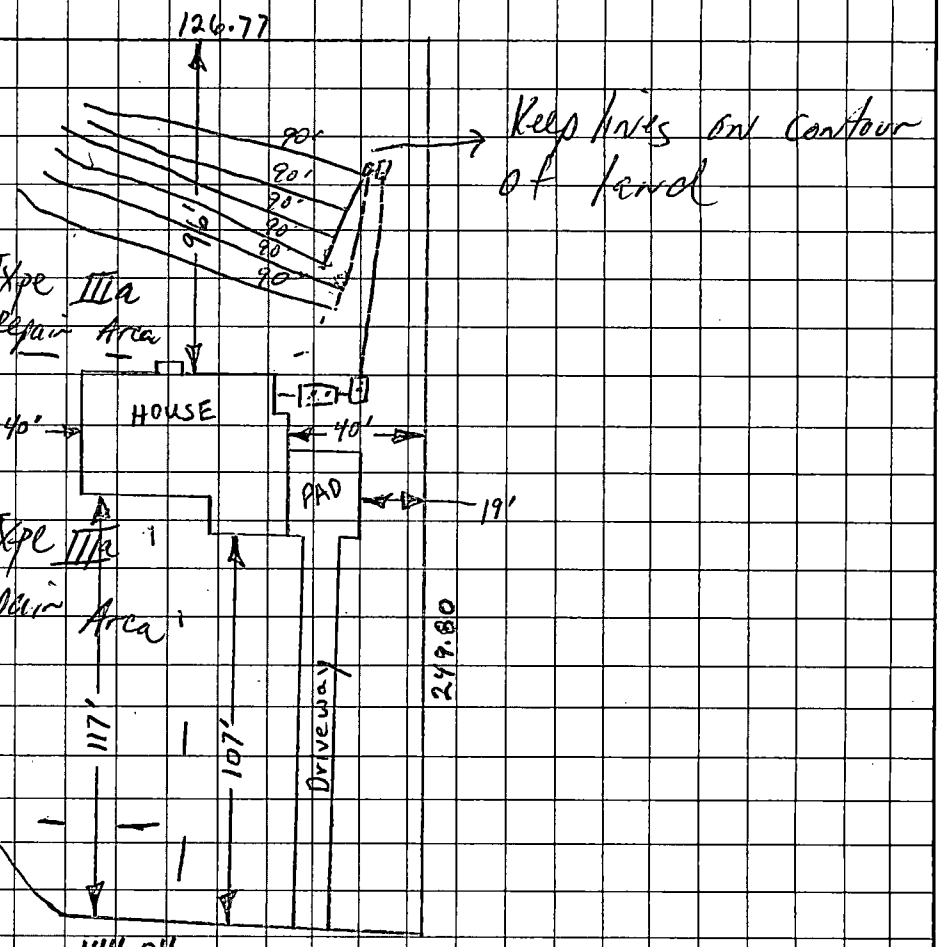
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 25416

TC: 139-152-01PQ

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.

COMMENTS 4 Bedroom Residence
1500 ST Liff pump required
1000 DT
6 lines x 90' long x 3' wd x 12" stone
535 TLF
Type IIIa Repair Area
Community well
Keep septic system > 10' from water line & 100' from com. well.
96' from back right house corner to back property line
40' from back right house corner to right property line.



John A Grizzle
6/12/98

OWNER/AGENT SIGNATURE John A Grizzle
DATE 6/12/98

APPROVAL DATE JMW 6/12/98

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

450 #1

Sheet 1
PROPERTY ID #: PO 139-152-01
Lot # : 5
File # : 25418

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Rio Realty & Dev. APPLICANT: John A. Bryglewicz
ADDRESS: 1918 Linhill Ct., Charlotte DATE EVALUATED: 6-6-96
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): 480gpd PROPERTY SIZE: .72
LOCATION OF SITE: Marshall Valley Ct. PROPERTY RECORDED:
WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☑ Other Community
EVALUATION METHOD: ☒ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☒ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slope 5-8% .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	R	0-6"	gr/sc/	Fr/SEXP/SS/SP	7.5YR 48" TO SOIL WETNESS	48"	N/A	None	PS .39/F2 IV
		6-48"	SBK/C	F:/SEXP/SS/P					
2	R	0-5"	gr/sc/	Fr/SEXP/SS/SP	7.5YR 46" TO SOIL WETNESS	46"	N/A	None	PS .39/F2 IV
		5-46"	SBK/C	F:/SEXP/SS/P					
3	LS	0-12"	gr/sc/	Fr/SEXP/SS/SP	7.5YR 48" TO SOIL WETNESS	48"	N/A	None	PS .39/F2 IV
		12-48"	SBK/C	F:/SEXP/SS/P					
4	LS	0-14"	gr/sc/	Fr/SEXP/SS/SP	7.5YR 46" TO SOIL WETNESS	46"	N/A	None	PS .39/F2 IV
		14-46"	SBK/C	F:/SEXP/SS/P					
5	LS	0-10"	gr/sc/	Fr/SEXP/SS/SP	7.5YR 46" TO SOIL WETNESS	46"	N/A	None	PS .39/F2 IV
		10-46"	SBK/C	F:/SEXP/SS/P					

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

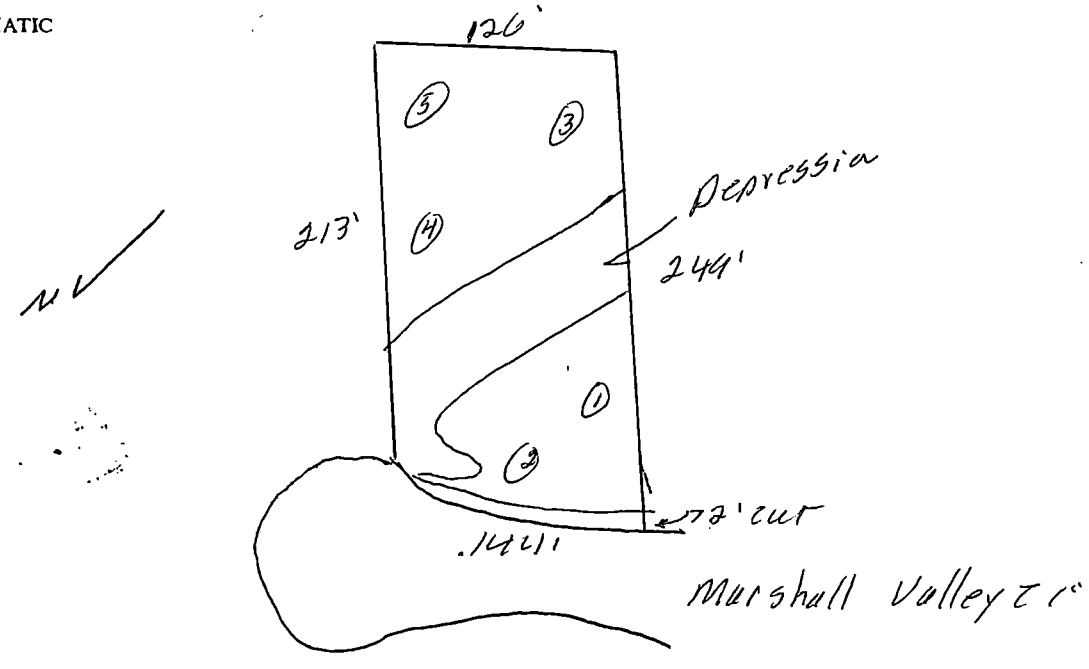
OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: William R. Mullis 6-6-96
OTHER(S) PRESENT: LSS

FILE # 25413

COMMENTS 100% Repair

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

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



FEE: 100.00 CK # 3011
DATE: 6/2/98 JC

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

[ ] CRT

TYPE APPLICATION: [X] NEW SYSTEM [ ] EXPANSION/ ALTERATION OF EXISTING SYSTEM [ ] REPAIR OF EXISTING SYSTEM

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

FILE #: 25418

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 139-152-01 PP

STREET ADDRESS: 6ff Cabarrus Rd

SUBDIVISION OR MOBILE HOME PARK NAME: LEMMOND ACRES

LOT NUMBER: 5

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2196

NUMBER OF BEDROOMS: 4 | NUMBER OF OCCUPANTS: 4

FOUNDATION FOR RESIDENCE:

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

TOWNSHIP (CHECK ONE):

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

CLOSING DATE 6/15/98

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):

- [X] 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 [X] NO	WELL, SPRINGS OR WATERLINES	[ ] YES [X] NO
EXISTING WASTEWATER SYSTEMS	[ ] YES [X] NO	DESIGNATED WETLANDS	[ ] YES [X] NO
EASTMENTS OR RIGHT-OF-WAYS	[ ] YES [X] NO		

PROPERTY OWNER:

NAME: HELMS (LAST) BRIAN (FIRST) B (MI) (PRO REALTY & DEVELOPMENT)

ADDRESS: 6918 LINKSIDE CT.

CITY: CHARLOTTE STATE: NC ZIP: 28277

DAYTIME PHONE: 704 309 - 4286

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Gryglewicz (LAST) John (FIRST) A. (MI)

DAYTIME PHONE: (704) 384-8311

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? JAN 1998

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: John A Gryglewicz DATE: 6/2/98

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

DATE 8/14/98

TO: CHARLOTTE-M.C.G., CONSOLIDATED BUILDING STANDARDS
PERMIT ISSUING SECTION

FROM: MECKLENBURG COUNTY ENGINEERING

JURISDICTION MECK

PARCEL NUMBER

PROPERTY STREET ADDRESS (ADDRESS OF RECORD)

EXISTING STREET ADDRESS (IF DIFFERENT FROM ASSIGNED)

PROJECT NAME (IF APPLICABLE)

THE FOLLOWING INFORMATION HAS BEEN CHECKED CONCERNING:

	APPROVED	NOT APPROVED
	APPROVED	NOT APPROVED
	APPROVED	NOT APPROVED
	APPROVED	NOT APPROVED
	PRESENT	NOT PRESENT
	YES	NO
	YES	NO
	YES	NO

REMARKS:

THE ABOVE-REFERENCED PROJECT HAS BEEN CLEARED BY MECKLENBURG ENGINEERING FOR BUILDING PERMIT. FEE CERTIFICATE OF OCCUPANCY. THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DIVISION GRANTS FINAL APPROVAL FOR DRIVEWAYS.

ALL OTHER REQUIREMENTS OBSERVED.

NEW ADDRESS

SIGNED: JO

254B

PRO Realty and Development, Inc.

6918 Linkside Court, Charlotte, N.C. 28277
Office (704) 814-0326 Fax (704) 814-0328

CONTRACT FOR THE SALE OF REAL ESTATE

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This Contract For The Sale of Real Estate, made and entered into this 30th day of April, 1998 by and between PRO Realty and Development, Inc., a North Carolina corporation (hereinafter called "Seller"), and John A. and Greg Gryglewicz (hereinafter called "Buyer").

Statement of Purpose

Whereas, Seller desires to sell and Buyer desires to purchase from Seller, upon terms and conditions hereinafter set forth, that certain parcel of real estate located in Mecklenburg County, North Carolina, and more particularly described as LOT #5 (hereinafter referred to as the "Lot") as shown on the map of Lemmond Acres attached hereto as Exhibit "A" and made a part hereof, together with all appurtenances thereunto belonging or appertaining, and all right, title, and interest which Seller may now have or may have in the future in all creeks, streams, rights-of-way, roads, streets and ways bounding said Lot.

Whereas, Seller is improving and agrees to complete development of the Lots into a condition suitable for the construction thereon by Buyer of a single-family home in conformity with the terms of this contract.

NOW, THEREFORE, in consideration of the premises, the mutual promises hereinafter set forth, and the Earnest Money of $500.00 delivered herewith, to be held in an Escrow Account by PRO Realty & Development, the parties agree as follows:

1. Development Requirements and Standards. Seller represents and warrants that it will develop the Lot to the standards of the Mecklenburg County Engineering Department and the Department of Transportation. The standards include, but are not limited to, the following:

a) Lot Minimum. All Lots have a minimum of 30,000 square feet and will be located, sized, and configured substantially as shown on Exhibit "A".

b) Water and Septic. All Lots are served by underground water service from a community well system with said service installed at a location on each Lot as determined

by Carolina Water Service. Individual septic systems on each Lot are to constructed and paid for by the Buyer. Buyer acknowledges that a sanitary septic system is required for construction of a single-family dwelling on the Lot. Buyer also acknowledges that this contract is expressly conditioned upon the Mecklenburg County Environmental Health Department's evaluation of the soil for percolation and determination that the soil is suitable for a sanitary septic system for a single family residence. Buyer is responsible for administration and payment of this evaluation. Seller agrees to reimburse Buyer the first one hundred dollars ($100.00) for the Mecklenburg County's evaluation process at deed transfer .

c) Utilities. All Lots are served by underground electrical service with said service installed at a location on each Lot as determined by DukeEnergy. All Lots are served by underground natural gas service with said service installed at a location on each Lot as determined by Piedmont Natural Gas. All Lots are served by underground phone service with said service installed at a location on each Lot as determined by Bell South.

d) Damage. All streets, roads, curbing, sidewalks and improvements shall be installed by Seller within the rights of way of streets and roads and will be maintained by Seller until the responsibility for the maintenance thereof is assumed by the appropriate governmental unit of agency; provided, however, that Buyer shall be responsible for repairing any damage caused by it or its agents or subcontractors to such streets, roads, curbing, sidewalks and other improvements.

e) Recordation. Seller agrees that as of the date of closing, the Lots will be shown on a recorded map, as well as all other streets and roads connecting the Lots to a public way, free of the liens of all deeds of trust and other encumbrances;

f) Flood Area. Seller agrees that the Lots shall not be subject to building flood line restrictions which will render a Lot unbuildable except at expense greater than would have been incurred by Buyer had the lot not been located within a flood area.

g) Usability. Seller agrees that the Lots in all other respects shall be physically and legally usable as Lots upon which a single-family residence can be constructed and used for residential purposes.

h) Soil Condition. Seller warrants that to the best of its knowledge the soil will be satisfactory for the Buyer to construct a single-family residence on the Lot and that no footing shall have to exceed five (5) feet in depth. In the event any footing shall have to exceed five (5) feet in depth, Buyer shall notify Seller prior to commencing work and Seller shall, at its option, either: 1) pay the cost attributable to such footings having to exceed five (5) feet in depth, or 2) repurchase the Lot at the price Buyer paid for same.

i) Hazardous Materials. Seller warrants that to the best of Seller's knowledge, the Lots are free of all chemical substances, asbestos, oil, ureaformaldehyde, PCB's, and all other toxic, radioactive or hazardous wastes, materials, substances, or contaminants (collectively "Hazardous Materials") and that to the best of Seller's knowledge no Hazardous Materials have ever been stored, disposed, or located upon the Lots. In the

event any Hazardous Materials are found on any of the Lots prior to their scheduled closing, Buyer shall have no obligation to close said Lot.

2. Purchase Price. The Purchase Price to be paid by Buyer to Seller for the Lot shall be $26,500.00 to be paid in cash at closing as hereinafter defined.

3. Closing Date. Closing shall take place on or before the 15th day of June, 1998 at a place designated by Seller.

4. Condition of Title. The Lot shall be conveyed by General Warranty Deed, free and clear of all liens and encumbrances, except general utility easements of records, right or way of public roads, ad valorem real property taxes for the year of closing, which shall be prorated on a calendar year basis to the date of closing, and restrictive covenants as provided hereinafter. The Lot and the marketability thereof shall be insurable at regular rates by a title insurance company licensed to do business in the state of North Carolina.

5. Restrictive Covenants and Architectural Review Boards. Buyer acknowledges that the parcel developed into Lemmond Acres subdivision shown on Exhibit "A" attached hereto, which includes the Lot, is governed by that certain Declaration of Covenants, Conditions and Restrictions Lemmond Acres which is to be recorded in the Mecklenburg County Registry (hereinafter referred to as the "Covenants"). The Covenants contain provisions for an Architectural Review Committee for homes to be built within the Lemmond Acres development and Buyer further acknowledges that Seller shall also be imposing certain additional reasonable restrictions on the Lots of Lemmond Acres subdivision including a Homeowners Association and an Architectural Review Committee The Covenants shall (notwithstanding anything herein or elsewhere contained to the contrary and unless Seller hereafter expressly waives this provision in writing) fully comply with FNMA, FHA, and VA guidelines and shall provide, among other provisions, that the property shall be used for single-family residential purposes only, with the house constructed thereon to contain not less than 1,800 square feet of heated living area. Buyer agrees that it is necessary and desirable to have reasonable conditions and restrictions imposed on the Lots of Lemmond Acres and agree to accept title to the Lot subject to the Covenants and other reasonable restrictions imposed by Seller. Seller agrees that it shall make available to Buyer copies of all recorded restrictive covenants affecting the Lot prior to closing.)

6. Closing Costs and Prorations. Seller shall have the Deed prepared and pay for revenue stamps. All other closing costs shall be borne by the Buyer . Ad Valorem property taxes are to be prorated, on a calendar year basis, as of the date of closing.

7. Rights in Event of Default. Should Buyer default under the terms of this Contract prior to closing, the Earnest Money shall be delivered to Seller and Seller shall have all other rights available to it in law or equity. Should the Seller default under any of the provisions of this Contract, Buyer may demand return of the Earnest Money paid herewith and Buyer shall have all other rights available to it in law or in equity.

8. Notices. Any notice or demand, which under the terms of this Contract may be given or made by the parties hereto, shall be in writing and be given or made by mailing the same

addressed to the other party at the address below. Either party may designate in writing such new or other address to which such notice or demand shall thereafter be so given, made, or mailed.

Any notice given hereunder by mail shall be deemed delivered when deposited in the United States Mail, enclosed in a prepaid envelope, addressed as hereinafter provided. The address of the parties hereto are as follows:

To Seller: PRO Realty & Development, Inc.
6918 Linkside Court
Charlotte, NC 28277

To Buyer: John and Greg Gryglewicz
9815 Tallwood Drive
Indian Trail, N.C. 28079

9. Governing Law. The terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of North Carolina.

10. Date of Contract. The "Date of this Contract" shall be deemed to be the latter of the dates of execution of this Contract by the Seller or Buyer, such date being inserted beside the signatures of Seller and Buyer. Such date shall be inserted in the preamble of the first page of this Contract.

11. Severability. If any of the terms and conditions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other of the terms and conditions hereof and the terms and conditions hereof shall be construed as if such invalid, illegal or unenforceable term or condition had never been contained herein.

12. Construction. This contract shall not be construed more strictly against either party regardless of which party is responsible for the preparation of same.

13. Survival of Contract Provisions. The provisions of this contract shall survive the delivery of the deed, and the parties hereto shall comply with the provisions hereof notwithstanding such delivery.

14. Assignment. This Contract shall not be assignable by Buyer without the consent of Seller, which consent shall not be unreasonably withheld.

15. Persons Bound. The covenants herein contained shall bind and the benefits and advantages shall insure to the respective successor and assigns of the parties hereto. Whenever used, the singular, and the use of any gender shall include all genders.

16. Entire Agreement, Alteration or Modification. The parties hereto acknowledge and agree that this Contract represents their entire agreement with respect to its contents and that all prior drafts and correspondence between and among the parties or their officers, employees, agents, other representatives are totally superseded by the contents hereof,

nor may the contents of any prior draft or agreement or other correspondence be used to interpret the intention of the parties with respect to the terms and conditions herein contained. This document may not be altered or modified in any manner or form whatsoever except in a duly executed written modification to this Contract which shall be attached to and made a part of this document. The said modification shall not be effective to modify or alter this document unless acknowledged and accepted in writing by all parties hereto.

IN WITNESS WHEREOF, Seller and Buyer have signed and sealed this contract in duplicate originals, the day and year first above written, each party retaining a copy hereof.

SELLER:

Date: April 30, 1998

PRO Realty & Development, Inc.

By: _____

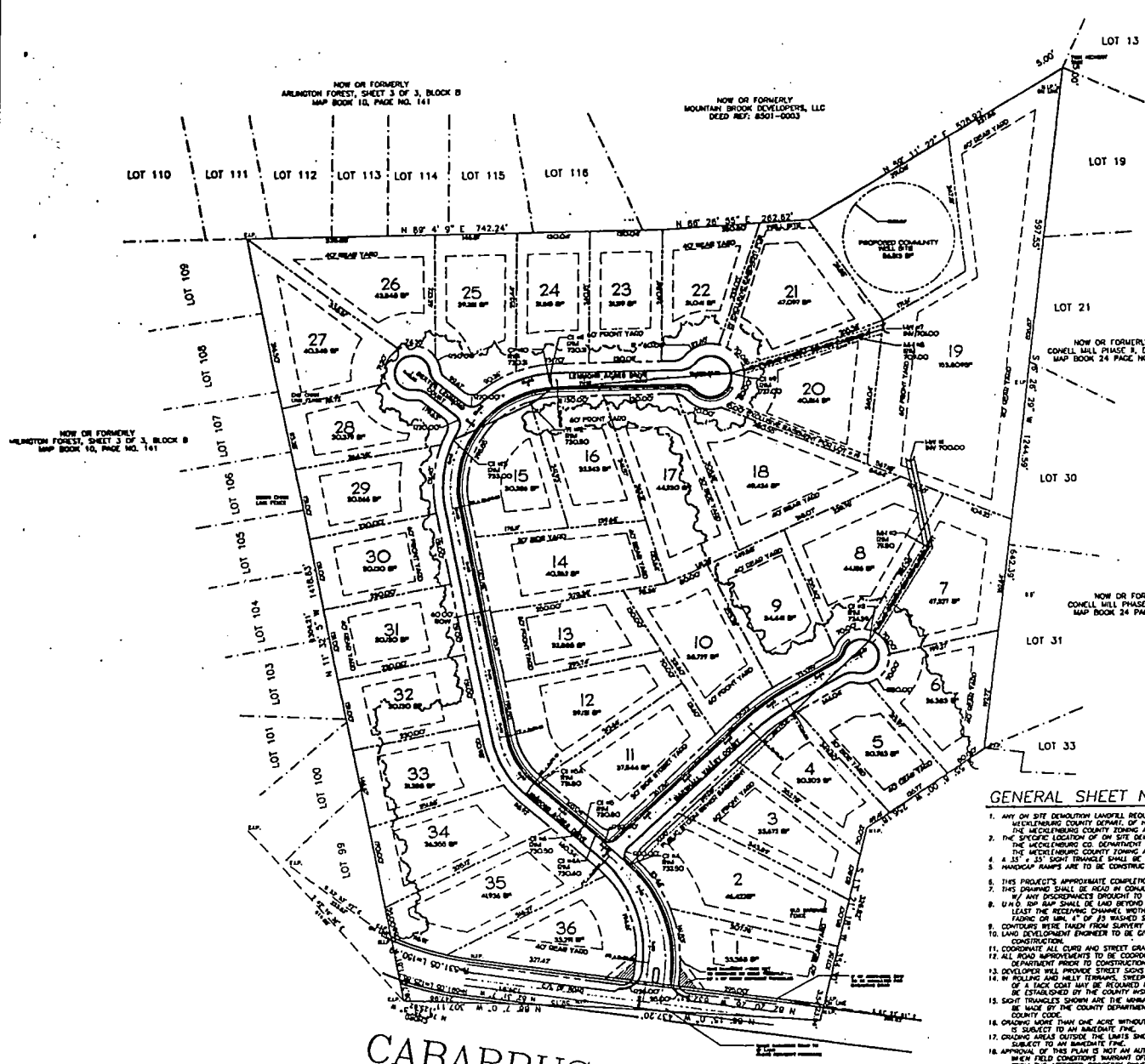
Title: Vice President

BUYER:

Date: _____

X: _____

X: _____



LEMMOND ACRES

PRO REALTY AND DEVELOPMENT CO.
MECKLENBURG COUNTY
CHARLOTTE, NORTH CAROLINA

SHEET INDEX

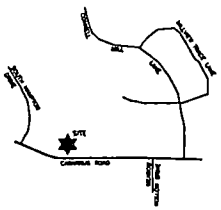
S-1.0 SUBDIVISION LAYOUT
S-2.0 SUBDIVISION GRADING, DRAINAGE AND EROSION CONTROL PLAN
S-3.0 ROAD PROFILES FOR LEMMOND ACRES DRIVE
S-3.1 ROAD PROFILES FOR MARSHALL VALLEY AND DEXTER LEMMOND COURTS
S-3.2 CABARRUS ROAD IMPROVEMENT AND PROFILE PLANS
S-4.0 EROSION CONTROL DETAILS
S-4.1 EROSION CONTROL DETAILS

SITE DEVELOPMENT DATA

TAX PARCEL NUMBER	139-152-01
ZONING	R
MIN. WIDTH AT SETBACK	130'
MIN. FRONT YARD	60'
MIN. SIDE YARD	20'
MIN. SIDE STREET YARD	30'
MIN. REAR YARD	40'
MIN. LOT SIZE	30,000 SF
TOTAL SITE AREA	38.72 AC
NUMBER OF LOTS	36
GROSS DENSITY	1.07 LOTS/ACRE

GENERAL SHEET NOTES

1. ANY ON SITE DEMOLITION LANDFILL REQUIRES THE ISSUANCE OF A PERMIT FROM THE MECKLENBURG COUNTY DEPART. OF HEALTH & ENVIRONMENTAL PROTECTION AND THE MECKLENBURG COUNTY ZONING ADMINISTRATOR.
2. THE SPECIFIC LOCATION OF ON SITE DEMOLITION LANDFILLS WILL BE DETERMINED BY THE MECKLENBURG CO. DEPARTMENT OF HEALTH & ENVIRONMENTAL PROTECTION & THE MECKLENBURG COUNTY ZONING ADMINISTRATOR THROUGH THE PERMITTING PROCESS.
3. A 35' x 35' SIGHT TRIANGLE SHALL BE PROVIDED AT EACH STREET ROW INTERSECTION
4. HANDICAP RAMPS ARE TO BE CONSTRUCTED PER CMLD 10.33A.
5. THIS PROJECT'S APPROXIMATE COMPLETION DATE WILL BE COMPLETION_DATE.
6. THIS DRAWING SHALL BE READ IN CONJUNCTION W/ ALL OTHER DRAWINGS IN THIS SET, W/ ANY DISCREPANCIES BROUGHT TO THE IMMEDIATE ATTENTION OF THE LANDSCAPE ARCHITECT.
7. U.N.O. RIP RAP SHALL BE LAID BEYOND EVERY FLARED END SECTION FOR 10-Ft+ AT LEAST THE RECEIVING CHANNEL WIDTH, & 12" THICKNESS OF CLASS I, OVER FILTER FABRIC OR MIN. 4" OF #9 WASHED STONE ON STABLE SUBGRADE TYP.
8. CONTOURS WERE TAKEN FROM SURVEY PERFORMED BY RIS PHANN AND ASSOC.
9. LAND DEVELOPMENT ENGINEER TO BE GIVEN 48 HOURS NOTICE PRIOR TO START OF CONSTRUCTION.
10. COORDINATE ALL CURB AND STREET GRADES IN INTERSECTION WITH COUNTY INSPECTOR.
11. ALL ROAD IMPROVEMENTS TO BE COORDINATED WITH COUNTY ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION AT FRONTAGE_ROAD
12. DEVELOPER WILL PROVIDE STREET SIGNS PER CMLDS 50.05 (9" SIGNS ONLY).
13. IN ROLLING AND HILLY TERRAINS, SWEEPING OF THE STONE BASE AND/OR APPLICATION OF A TACK COAT MAY BE REQUIRED NEAR INTERSECTIONS. THESE REQUIREMENTS WILL BE ESTABLISHED BY THE COUNTY INSPECTOR BASED ON FIELD CONDITIONS.
14. SIGHT TRIANGLES SHOWN ARE THE MINIMUM REQUIRED. FURTHER REQUIREMENTS MAY BE MADE BY THE COUNTY DEPARTMENT OF TRANSPORTATION IN ACCORDANCE WITH COUNTY CODE.
15. GRADING MORE THAN ONE ACRE WITHOUT A PERMIT IS A VIOLATION OF COUNTY CODE AND IS SUBJECT TO AN IMMEDIATE FINE.
16. GRADING AREAS OUTSIDE THE LIMITS SHOWN IS A VIOLATION OF COUNTY CODE AND IS SUBJECT TO AN IMMEDIATE FINE.
17. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED PROPERTY OWNERS.
18. IN ORDER TO ENSURE PROPER DRAINAGE, KEEP A MINIMUM OF 0.5% SLOPE ON CURB.
19. SUBSURFACE DRAINAGE FACILITIES MAY BE REQUIRED IN THE STREET RIGHT-OF-WAY IF DEEMED NECESSARY BY THE INSPECTOR.
20. PIPE SYSTEMS AND/OR CHANNELS LOCATED WITHIN PUBLIC STORM DRAINAGE EASEMENTS ARE MAINTENANCE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER.
21. THE DEVELOPER SHALL MAINTAIN EACH STREAM, CREEK, OR BACKWASH CHANNEL IN AN UNOBSTRUCTED STATE AND SHALL REMOVE FROM THE CHANNEL AND BANKS OF THE STREAM ALL DEBRIS, LOGS, TIMBER, JUNK AND OTHER ACCUMULATIONS.
22. "AS-BUILT" DRAWINGS AND PLANS OF THE STORM DRAINAGE SYSTEM MUST BE SUBMITTED PRIOR TO SUBDIVISION FINAL INSPECTION TO THE COUNTY ENGINEERING DEPARTMENT IN ACCORDANCE WITH THE COUNTY SUBDIVISION ORDINANCE.
23. NON-STANDARD ITEMS (IE PAVERS, IRRIGATION SYSTEMS, ETC.) IN THE RIGHT-OF-WAY REQUIRE A ROW ENCROACHMENT AGREEMENT WITH THE COUNTY DEPARTMENT OF TRANSPORTATION BEFORE INSTALLATION.
24. LOCATION OF CABARRUS ROAD IS ASSUMED, AND SHALL BE FIELD VERIFIED.
25. NO DIRECT ACCESS TO CABARRUS ROAD FROM LOTS #1 AND #36.
26. MECKLENBURG COUNTY ENGINEERING DEPARTMENT HAS NOT REVIEWED THE STRUCTURAL STABILITY OF ANY RETAINING WALLS ON THE SITE AND DOES NOT ASSUME RESPONSIBILITY FOR THEM.
27. THERE ARE NO DRIVEWAYS OCCURRING WITHIN 300' OF PROPOSED DRIVE LOCATIONS ALONG EITHER SIDE OF CABARRUS ROAD.
28. PROPERTY LOCATED WITHIN THE EXISTING CABARRUS ROAD ROW IS DEDICATED TO NCDOT



VICINITY MAP N.T.S.

0 100 200 300

SCALE: 1"=100'

SUBDIVISION LAYOUT

DATE: OCTOBER 31, 2007
PROJECT NO: 5780
REVISIONS
12/15/07 REVISED PER MINT HILL AND
COUNTY ENGINEERING
01/22/08 REVISED PER MINT HILL AND
COUNTY ENGINEERING
01/14/08 REVISED PER MINT HILL AND
01/31/08 REVISED PER MINT HILL AND

Land Design Inc
Landscape Architecture
Urban Design

SHEET NO: S-1.0
FILE NAME: