

9205 CASTLE GARDEN LN

10815308

1/4/2008

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: 4389B DATE: 1-5-01

TC: 108-153-08 ☒ L ☐ CRT

SERIAL

Name of Owner JAMES MARTIN Juris.:

Address of Property 9205 CASTLE GARDEN LANE

Inspection Data:

Tank Material PCC 1500 gal

Total Length of Drainfield 300

Number of Lines 6 @ VARIED LENGTHS

Cover Depth 12"

Water Supply Source WELL

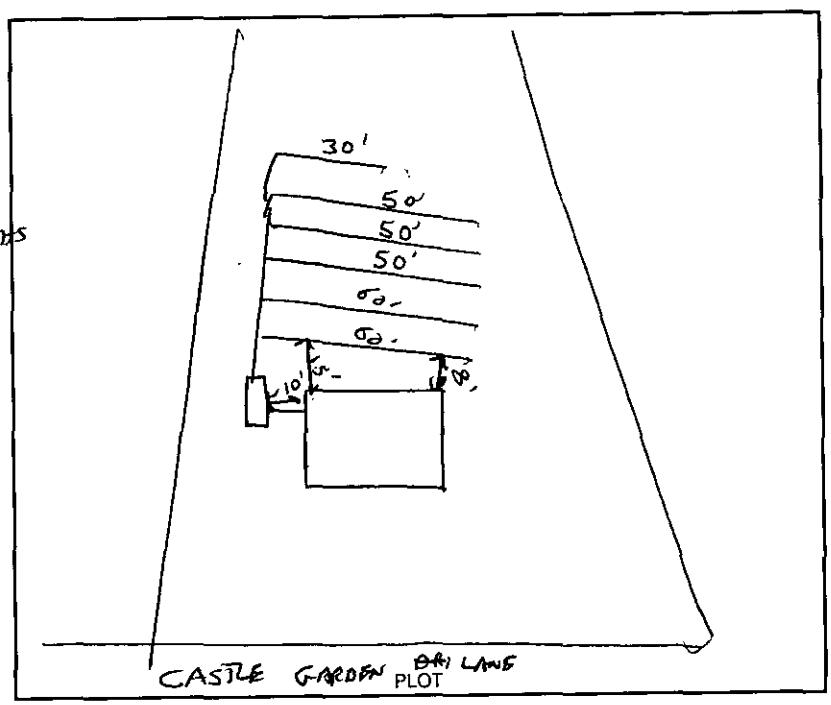
Distance to Water Source NOT INSTALLED

Excavation Inspected 1-5-01

Tank(s) Inspected 1-5-01

Wash Line Inspected —

High Water Alarm Inspected —



Design 1500 ST 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-G, "EZEE FLOW" BRAND

① DROP "T" INSTALLED.

Environmental Health Specialist

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

MECKLENBURG COUNTY HEALTH DEPARTMENT
Environmental Health Fees

Tamra Miller
Requestor (please print): Phone #: Date Requested: 1-05-01 Date Filled:

Account Name: Cash Charge Account No.:

I certify that I am authorized to charge this account for this service:

Signature: Printed Name: Date:

T.C.	Qty	Description	Unit Cost	Total Cost
0701		Improvement Permit Application - Residential	$ 200.00	
0735		Improvement Permit Application - Commercial	$ 400.00	
0702		Optional Site Evaluations	$ 100.00	
0703	1	Installation and Final Approval	$ 150.00	150 —
0704		Change in Plot Plan	$ 100.00	
0705		MH Exc/Add/Repl without System Modification	$ 100.00	
0706		MH Exc/Add/Repl with System Modification	$ 300.00	
0707		Site Consultation Visit	$ 100.00	
0734		Authorization for Wastewater System Construction	$ 150.00	
0708		Realty Closing - Conventional	$ 85.00	
0709		Realty Closing - FHA with water	$ 135.00	
0710		Additional Trips	$ 65.00	
0711		Well Water Analysis-Bacteriological with regular parameters	$ 50.00	
0712		Well Water Analysis -Nitrates and Nitrites	$ 15.00	
0714		Well Water Analysis - Organic Analysis	$ 200.00	
0715		Admin. Fee - Field Activity Letter	$ 25.00	
0718		Residential Pool Permit	$ 50.00	
0719		Public Pool Permit - operating	$ 240.00	
0720		Seasonal Pool Permit - operating	$ 120.00	
0736		Pool Late Fee	$ 120.00	
0733		Permit to Construct a Public Pool	$ 200.00	
0721		Home Day Care Evaluation and Permit	$ 70.00	
0722		Home Day Care Evaluation and Annual Fee	$ 40.00	
0723		Eval and Report Non-Permit Facility	$ 50.00	
0724		Private Pool Testing	$ 15.00	
0731		Garbage Hauler Permit - (1-9 vehicles)	$ 30.00	
0736		Garbage Hauler Permit - (each over 9)	$ 20.00	
0725		Document Copies	$ 0.05	

Payment received by: YM Date: 1-5-01 Total: 150 —

9205 Castle Garden Trl.
43898

4/2000

White-AUDIT Canary-CUSTOMER Pink-DIVISION

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

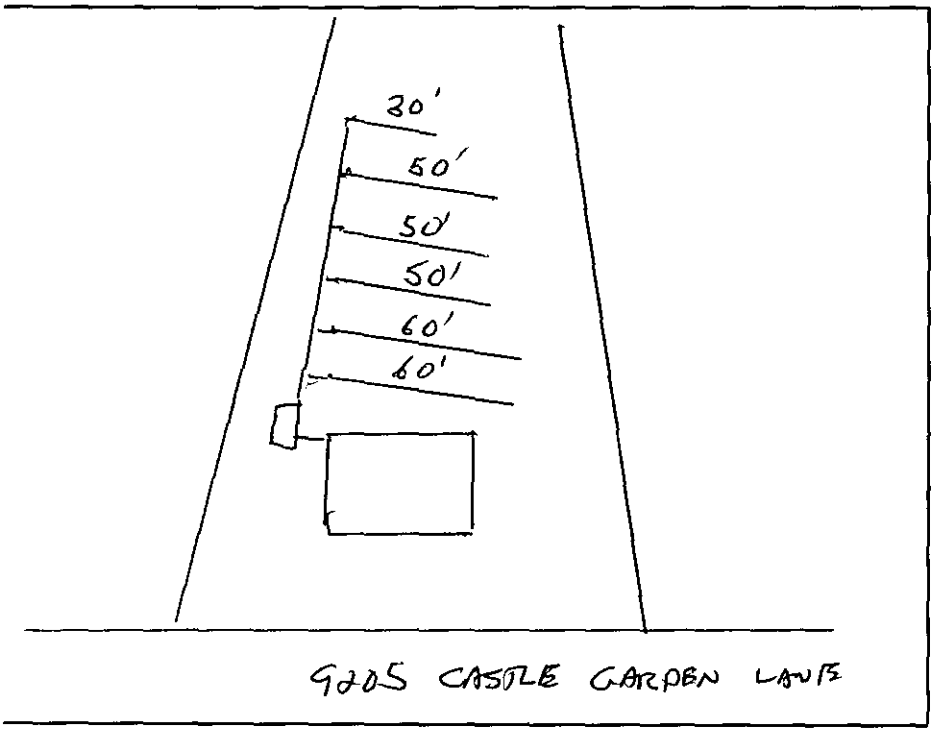
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 4389B DATE: 1-4-01

TC: 108-153-08 ☒ L

SERIAL Nº 18602

Permission is hereby given to _____ Install or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 7/31/00. All work shall be completed on or before 3-4-01, 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 NA 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 6

Depth of Stone NA inches

Distance from House _____ 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 JAMES MARTIN

LOCATION OF PROPERTY 9205 CASTLE GARDEN LANE,

Comments: (1) CONTRACTOR TO INSTALL DROP "T"S WHICH SERVE THE SAME FUNCTION AS DROP BOXES TO UTILIZE DIFFERENT LENGTH DRAIN LINES

(2) TYPE III-6 INNOVATIVE TO BE USED.

Environmental Health Specialist

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

Rev. 3 Collections

Pd 150.00 1/5/01 e.Rec + Cash PD IN FULL ACS

FEE: $150.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 9-1-00 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 9-1-00 PERMIT NO: 43893
PARCEL NO: 108-153-08

JOB LOCATION ADDRESS: 9205 CASTLE GARDEN LANE
PROPERTY OWNER: JAMES MARTIN
BUILDING CONTRACTOR:
SUBDIVISION NAME: CASTLE GARDEN LOT #8
AUTHORIZATION ISSUED BY: _____ DATE: 9-1-00
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 43893, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

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

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

4. OTHER CONDITIONS: (1) REQUIRES AGREEMENT FORM

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.

James J Martin 9/1/00
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

MECKLENBURG COUNTY HEALTH DEPARTMENT
Environmental Health Fees

Requestor (please print): JAMES & CAMILLE MARTIN	Phone #:	Date Requested: 9/1/10	Date Filled:
Account Name:	Cash Charge	Account No.:	
I certify that I am authorized to charge this account for this service:			
Signature:	Printed Name:	Date:	

T.C.	Qty	Description	Unit Cost	Total Cost
0701		Improvement Permit Application - Residential	$ 200.00	
0735		Improvement Permit Application - Commercial	$ 400.00	
0702		Optional Site Evaluations	$ 100.00	
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0731		Garbage Hauler Permit - (1-9 vehicles)	$ 30.00	
0736		Garbage Hauler Permit - (each over 9)	$ 20.00	
0725		Document Copies	$ 0.05	
Payment received by:		Date:	Total:	150

9205 Castle Garden LN Drew
108-153-08 lot 8 43898

4/2000

White-AUDIT Canary-CUSTOMER Pink-DIVISION

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2000 SEP 12 03:48 PM
BOOK: 11566 PAGE: 979-982 FEE: $12.00
INSTRUMENT # 2000132226

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

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

FILE # 43898
PARCEL # 108-153-08

The undersigned, James Frederick Martin, owner of property located at 9205 Castle Garden Lane, (the "site") and described in an instrument recorded in Book 11535 at Page 106-108, 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: James F. Martin
and *Mail after recording to:* 2818 Cherry Lane
Denver, NC 28037

Permit Number 4389B

Tax Number: 108-153-08

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	X No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	X Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
3 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
YES Serviced by private well	1500 Gallon septic tank	300 Total trench length (ft)	30" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	___ Gallon pump tank	NA Depth of stone		
Any surface waters present:	Type:	Minimum separation distance:		
Site modifications required:				
Additional Conditions: (1) TYPE III-G INNOVATIVE DESIGN WITH TYPE IV PRESSURE PANEL BLOCK REPAIR. (2) REQUIRES AGREEMENT FORMS.				
Repair Area System Type Type (circle one): I II III (IV) V VI	___ Conventional X 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	
1000 Absorption Area (Sq ft) 200 Total Trench Length (Ft)	NA Depth of Stone Trench	6' Trench spacing (min. on centers)	36" Maximum Trench Depth	
For existing system, enter the year originally installed:				

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

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

--- This Improvement permit is transferable.

DEHNR Authorized Agent — Date 9/1/00

Owner/Agent Signature — Date 9/1/00

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

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

PROPOSED PLOT PLAN

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

FILE: 43898

TC: 108-153-08

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.

PERMIT FOR
JAMES MARTIN
9205 CASTLE GARDEN LANE
CASTLE GARDEN SUB.
LOT #8

SCALE 1" = 50'

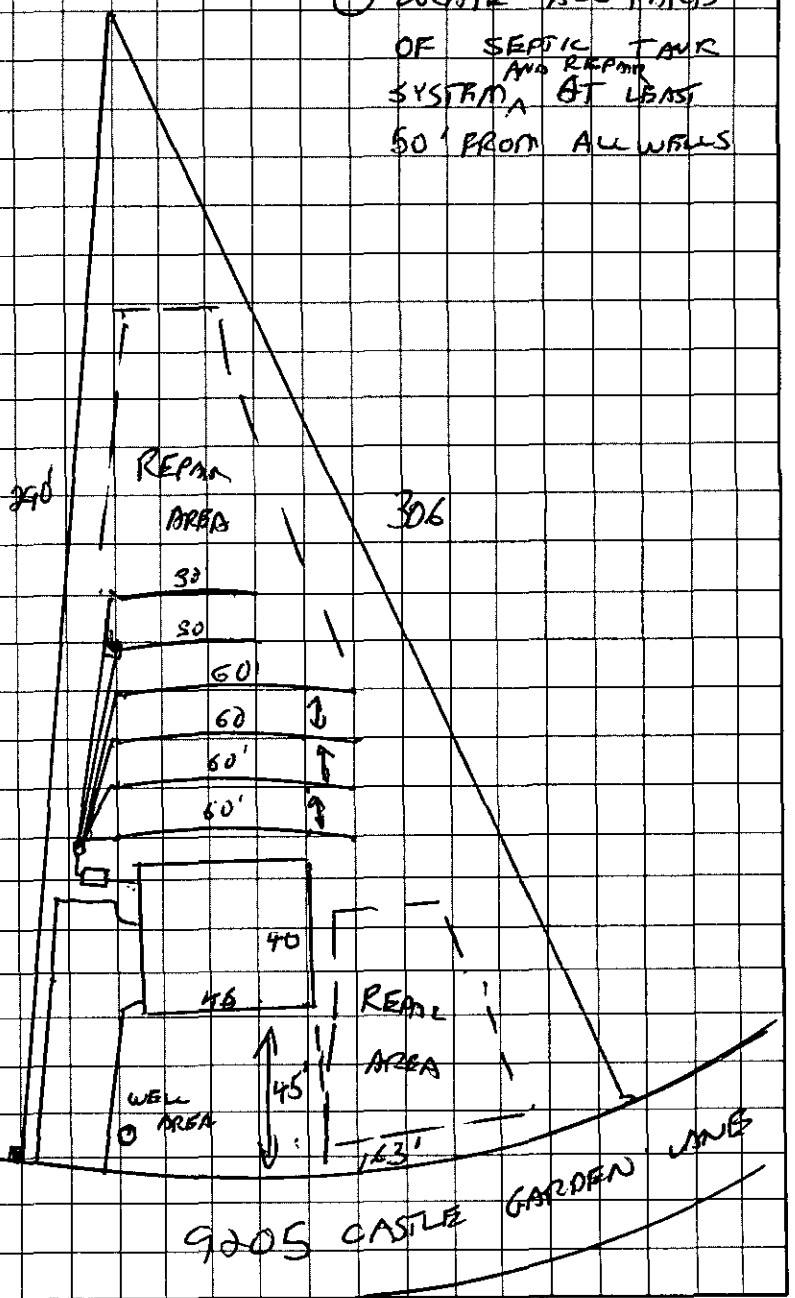
(1) PERMIT IS FOR AN INNOVATIVE TYPE III-G SYSTEM THAT ALLOWS FOR 25% REDUCTION IN TOTAL LINEAR FEET.

(2) INSTALLATION TO BE 4 SIXTY FOOT LINES W/ 2 THIRTY FOOT LINES FROM 1 LINE OFF D-BOX DIVIDED W/ FLOW DIVIDER OR D-BOX

(3) REPAIR IS A TYPE III PRESSURE PANEL BLOCK SYSTEM WHICH ALLOWS 50% REDUCTION IN TOTAL LINEAR FEET.

(4) AGREEMENT FORMS MUST BE FILED W/ REGISTER OF DEEDS OFFICE AND A COPY SUBMITTED TO THIS OFFICE BEFORE ISSUANCE OF CONSTRUCTION AUTHORIZATION.

(5) LOCATE ALL PARTS OF SEPTIC TANK AND REPAIR SYSTEM AT LEAST 50' FROM ALL WELLS



OWNER/AGENT SIGNATURE James Frederick Martin

DATE 9/12/00

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

AS #2

Sheet: _____

Property ID: 108-153-08

Lot #: L 8 BB

File #: 4389B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Edna B. Helms APPLICANT: James Martin

ADDRESS: 9320 Castle Harden Lane, Charlotte DATE EVALUATED: 8-11-00

PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 360gpd PROPERTY SIZE: .56

LOCATION OF SITE: 9205 Castle Harden Lane PROPERTY RECORDED: _____

WATER SUPPLY: ☒Private ☐Public ☐Well ☐Spring ☐Other _____

EVALUATION METHOD: ☒Augur Boring ☐Pit ☐Cut

TYPE OF WASTEWATER: ☒Sewage ☐Industrial Process ☐Mixed

PROFILE #	Slopes 5-12% .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	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	LS	0-6"	gr/scl	Fr/SEXP/SS/SP	>48" TO soil wetness	48"+	N/A	None	PS .39/F2 IV
		6-48"	SBK/C	F:/SEXP/S/P					
2	LS	0-5"	gr/scl	Fr/SEXP/SS/SP	>48" TO soil wetness	48"+	N/A	None	PS .39/F2 IV
		5-48"	SBK/C	Fi/SEXP/S/P					
3	LS	0-4"	gr/scl	Fr/SEXP/SS/SP	>48" TO soil wetness	48"+	N/A	None	PS .39/F2 IV
		4-48"	SBK/C	F:/SEXP/S/P					
4	LS	0-5"	gr/scl	Fr/SEXP/SS/SP	>48" TO soil wetness	48"+	N/A	None	PS .39/F2 IV
		5-23"	SBK/scl	Fr/SEXP/SS/SP					
		23-48"	SBK/C	Fi/SEXP/S/P					
5	LS	0-3"	gr/scl	Fr/SEXP/SS/SP	>48" TO soil wetness	48"+	N/A	None	PS .39/F2 IV
		3-8"	SBK/scl	Fr/SEXP/SS/SP					
		8-48"	SBK/C	Fi/SEXP/S/P					
6	LS	0-13"	gr/scl	Fr/SEXP/SS/SP	>48" TO soil wetness	48"+	N/A	None	PS .39/F2 IV
		13-48"	SBK/C	F:/SEXP/S/P					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	US
System Type(s)		
Site LTAR	.39/F2	.39/F2

OTHER FACTORS (.1946): _____

SITE CLASSIFICATION (.1948): Unsuitable

EVALUATED BY: W. A. Martin, LSS 8-11-00

OTHER(S) PRESENT: _____

FILE # 43693

COMMENTS 1106 Repair

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

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

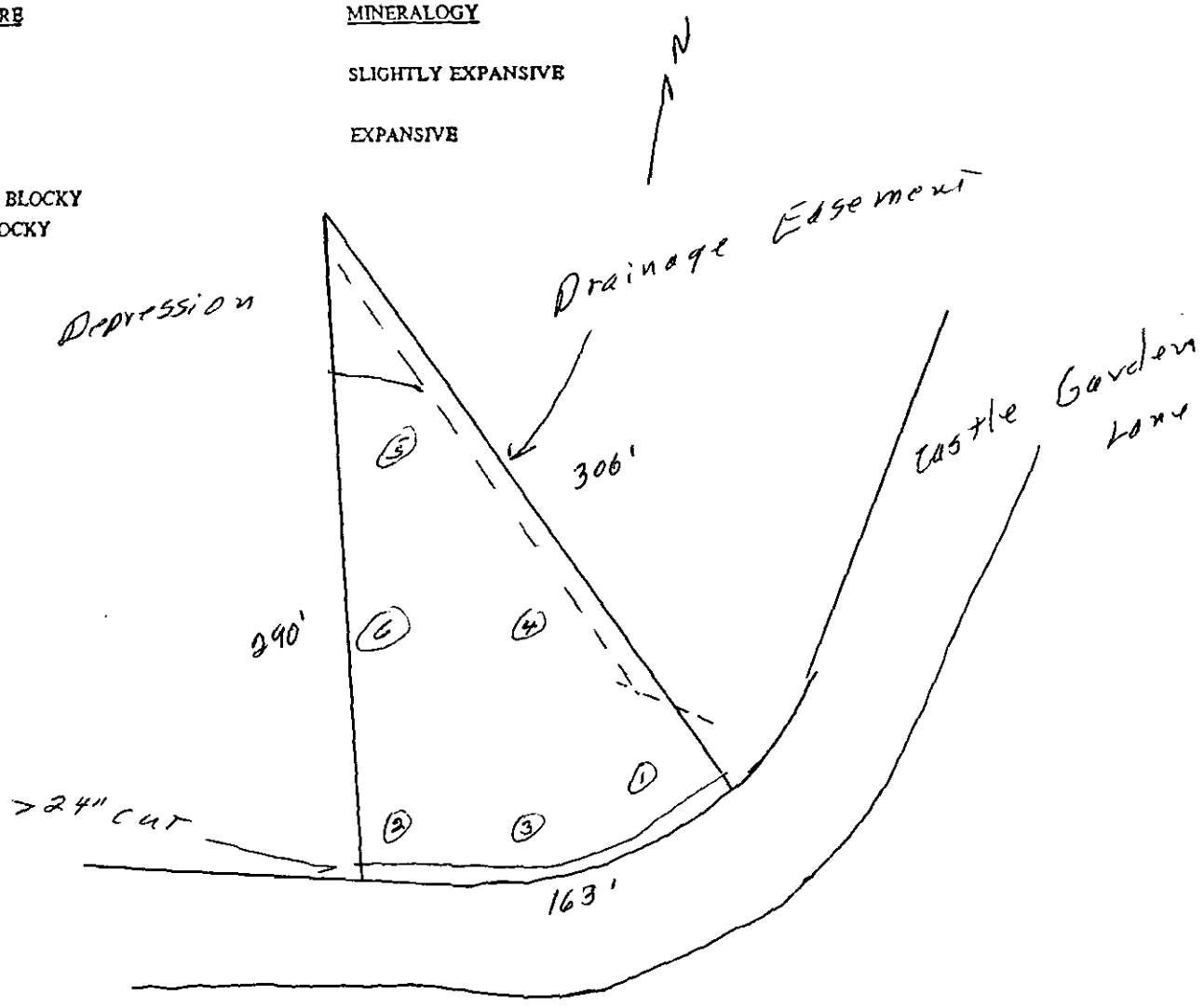
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



FEE: 200

DATE: 7/31/00 Rec'd

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 #: 43895

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 108-153-08

STREET ADDRESS: 9205 CASTLE GARDEN LN.

SUBDIVISION OR MOBILE HOME PARK NAME: CASTLE GARDENS

LOT NUMBER: 8

TOWNSHIP (CHECK ONE):

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

CLOSING DATE AUG. 31 OR SOONER

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: 2440

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 3

FOUNDATION FOR RESIDENCE:

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

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

N/A

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

WATER SUPPLY (CHECK ONE): __ COMMUNITY (C) __ MUNICIPAL (M) X 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
EXISTING WASTEWATER SYSTEMS __ YES X NO
EASTMENTS OR RIGHT-OF-WAYS X YES __ NO
WELL, SPRINGS OR WATERLINES __ YES X NO
DESIGNATED WETLANDS __ YES X NO

PROPERTY OWNER: EDNA B. HELMS

NAME: HELMS EDNA B
(LAST) (FIRST) (MI)

ADDRESS: 9320 CASTLE GARDEN LN.

CITY: CHARLOTTE STATE: N.C. ZIP 28215

DAYTIME PHONE: 704 537 - 2752 % DAVE PARKER

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE: BUYER NAME

NAME: MARTIN JAMES
(LAST) (FIRST) (MI)

DAYTIME PHONE: 704 503 - 1440

(PROPOSED BUYER)

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? OCT 3 '92

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.

BUYER
SIGNED: _____ DATE: 7/31/00

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

MECKLENBURG COUNTY HEALTH DEPARTMENT
Environmental Health Fees

Requestor (please print): DAVE A. PARKER Phone #: 537-2752 Date Requested: 7/31/00 Date Filled: 7/31/00

Account Name: Cash Charge Account No.:

I certify that I am authorized to charge this account for this service:

Signature: Printed Name: Date:

T.C.	Qty	Description	Unit Cost	Total Cost
0701	1	Improvement Permit Application - Residential	$ 200.00	200.
0735		Improvement Permit Application - Commercial	$ 400.00	
0702		Optional Site Evaluations	$ 100.00	
0703		Installation and Final Approval	$ 150.00	
0704		Change in Plot Plan	$ 100.00	
0705		MH Exc/Add/Repl without System Modification	$ 100.00	
0706		MH Exc/Add/Repl with System Modification	$ 300.00	
0707		Site Consultation Visit	$ 100.00	
0734		Authorization for Wastewater System Construction	$ 150.00	
0708		Realty Closing - Conventional	$ 85.00	
0709		Realty Closing - FHA with water	$ 135.00	
0710		Additional Trips	$ 65.00	
0711		Well Water Analysis-Bacteriological with regular parameters	$ 50.00	
0712		Well Water Analysis -Nitrates and Nitrites	$ 15.00	
0714		Well Water Analysis - Organic Analysis	$ 200.00	
0715		Admin. Fee - Field Activity Letter	$ 25.00	
0718		Residential Pool Permit	$ 50.00	
0719		Public Pool Permit - operating	$ 240.00	
0720		Seasonal Pool Permit - operating	$ 120.00	
0736		Pool Late Fee	$ 120.00	
0733		Permit to Construct a Public Pool	$ 200.00	
0721		Home Day Care Evaluation and Permit	$ 70.00	
0722		Home Day Care Evaluation and Annual Fee	$ 40.00	
0723		Eval and Report Non-Permit Facility	$ 50.00	
0724		Private Pool Testing	$ 15.00	
0731		Garbage Hauler Permit - (1-9 vehicles)	$ 30.00	
0736		Garbage Hauler Permit - (each over 9)	$ 20.00	
0725		Document Copies	$ 0.05	

Payment received by: [signature] Date: 7/31/00 Total: 200.00

9205 Castle Harbour Lane

4/2000

White-AUDIT Canary-CUSTOMER Pink-DIVISION

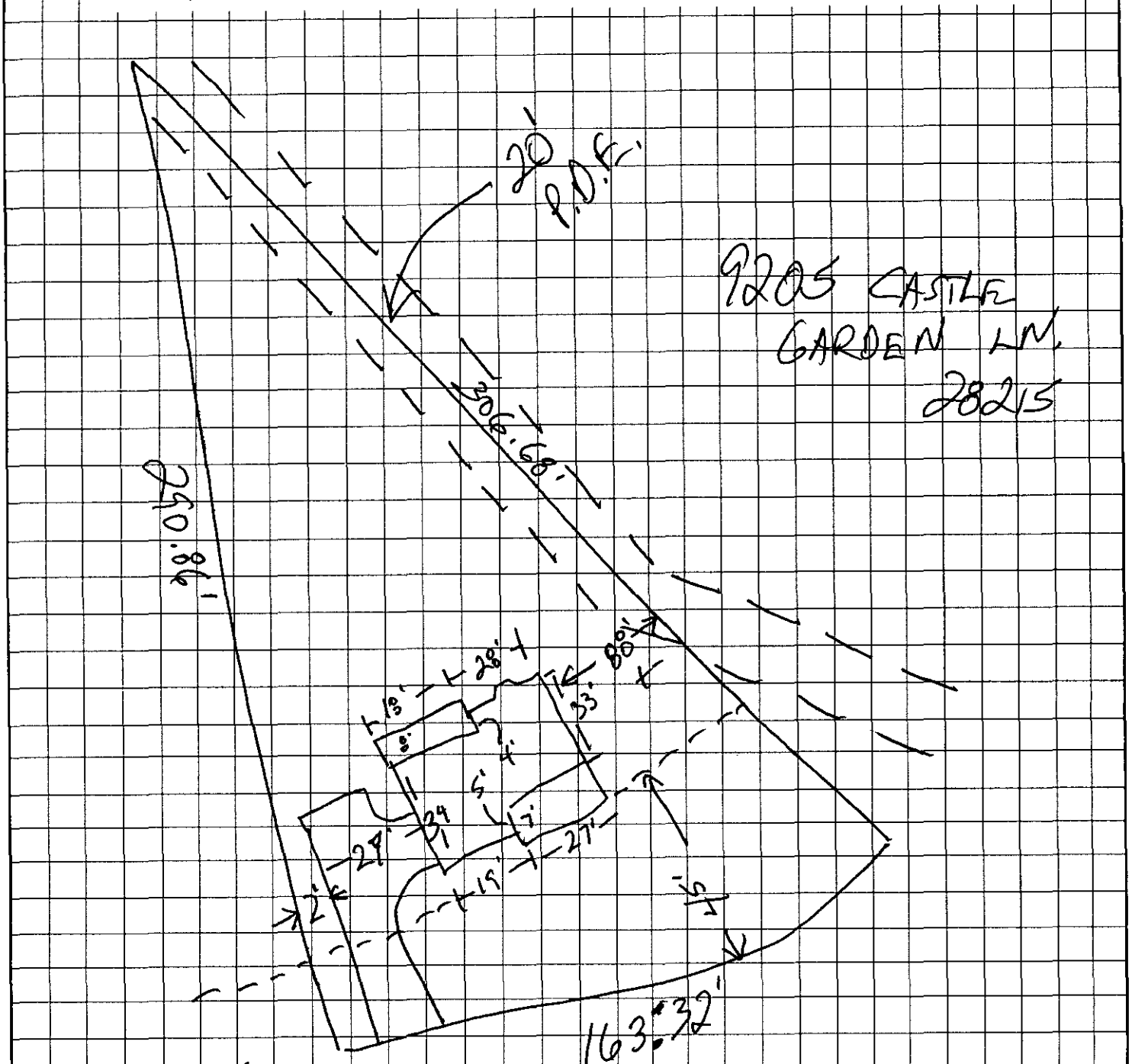
PROPOSED PLOT PLAN

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

FILE: 4389B

TC: 108-153-08

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



OWNER/AGENT SIGNATURE

DATE

APPROVAL DATE _____

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

CHARLOTTE-MECKLENBURG BUILDING STANDARDS
PAYMENT RECEIPT

RECEIPT INFORMATION

DATE: 07/31/2000 **RECEIPT #:** 166116 **PERMIT #:**

CHECK #: 001291 **MAILED:** NO **RECEIVED BY:** JM

TENDERED: 0.00 **AMOUNT:** 180.00CR **RETURNED:** 0.00

COMMENTS: 9205 CASTLE GARDEN L

ACCOUNT INFORMATION

ACCOUNT #: 100000
CONTRACTOR: CASH CUSTOMER-SEE REMARKS
ADDRESS: SEE ABOVE

CITY: SEE ABO **STATE:** NC **ZIP:** 99999 0000

DELINQUENT			CURRENT			
30 DAYS	60 DAYS	90 DAYS	CHARGES	PAYMENTS	ADJUSTMENTS	BALANCE
0.00	0.00	0.00	0.00	0.00	0.00	0.00

07/31/2000 TRANSACTION INQUIRY/UPDATE BSBI22C

TRANS DATE: 07 / 31 / 2000 CREATED: 07/31/2000
UPDATED:

ACCOUNT#: 100000 TRANS CODE: 8001 BY: JM
CASH CUSTOMER-SEE REMARKS PAYMENT-THANK YOU (-)
STATUS: A AGENCY: CMBS
CHECK#: 001291 PERMIT:

AMOUNT TENDERED: _____
TRANS AMOUNT: 20.00

RECEIPT: 166111 AMOUNT RETURNED:
MAIL: N
COMMENTS: 9205 CASTLE GARDEN LANE
REMARKS:

KEY DATA, PRESS ENTER TO EDIT AND PF10 TO UPDATE

PF1=TRAN MENU PF3=CTCR UPD PF5=CTCR NOTE PF9=TRAN ADD PF11=TRAN DLY
PF2=CTCR ADD PF4=CTCR BRWS PF6=CTCR TRAN PF10=TRAN UPD PF12=PRT RCPT

OFFER TO PURCHASE AND CONTRACT

JAMES MARTIN AND WIFE EMILEE MARTIN, as Buyer, hereby offers to purchase and EDNA B. HELMS, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of N/A, County of MECKLENBURG, State of North Carolina, being known as and more particularly described as: Street Address 9205 CASTLE GARDEN LN. (VACANT LOT) Zip 28215
Legal Description: PROPERTY TAX # 108-153-08
(☐ All ☐ A portion of the property in Deed Reference: Book_____, Page No._____, _____ County.)
NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:
N/A (VACANT LOT)

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

4. **PURCHASE PRICE:** The purchase price is $ 29,000 and shall be paid as follows:
(a) $ 500, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ to be deposited and held in escrow by HORIZON REALTY, as escrow agent, until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ N/A, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than N/A.
(c) $ N/A, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan (s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 28,500, BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before N/A, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☐ Other N/A loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: N/A in the principal amount of N/A for a term of N/A year(s), at an interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: N/A.
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for SINGLE FAMILY RESIDENTIAL purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows:
NONE
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows:
N/A

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are $ N/A per N/A.

8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

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

PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

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

☐ Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

☒ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) VACANT LOT

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

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

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

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

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

(f) REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

2. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before AUGUST 31, 2000, at a place designated by Buyer. The deed is to be made to AS DIRECTED.

3. POSSESSION: Unless provided herein, possession shall be delivered at closing. In the event possession is NOT to be delivered at closing: ☐ a buyer possession before closing agreement is attached. OR, ☐ a seller possession after closing agreement is attached.

4. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)

TWO PAGE ADDENDA ATTACHED

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

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

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

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

9. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or other agency agreement between them.

10. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. This contract is executed under seal in signed duplicate originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

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

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

James Mallard Martin (SEAL)
ID# 239-17-4160

Emilee Rice Martin (SEAL)
ID# 245-61-8497
7/29/00

Seller Edna B. Helms (SEAL)
SS/Tax ID# 245-38-2892

Seller _____ (SEAL)
SS/Tax ID# _____
Date: 7-29-2000

Seller acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

7/29/00 Firm: HORIZON REALTY
By: DAVE A. PARKER Dave A. Parker

Agent/Firm/Phone DAVE A. PARKER, HORIZON REALTY 537-2752 Acting as ☐ Buyer's Agent ☒ Seller's (sub)agent

Agent/Firm/Phone SAME Acting as ☐ Dual Agent ☒ Seller's (sub)agent

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