

12435 ROCKY RIVER CHURCH RD

11149111

12/27/2007

duponbj

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

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

WASP

NC DENR
Division of Environmental Health
On-Site Wastewater Section

OPERATION PERMIT for an ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

File #: 2323B Permit #: _____ Tax Parcel #: 111 491 11

Property Owner: OZIEL MOLINA

Job Location Address: 1285 Rocky River Church Rd

City: _____ State: _____ Zip Code: _____

Operation Permit Issuance Date: 3/27/06 Contractor Name: Cornelius Grading

Permitted Design Flow: 480 GPD

Liquid Capacity of Septic Tank: 1500 gallons

Liquid Capacity of Dosing Tank: NA gallons

Effluent Pump Model: NA

Drainfield Installation ☐ N/A

Trench Depth: 28 inches

Trench Width: 3 feet

Line Spacing: 9' feet (O.C.)

Total line length: 533 feet

# of Lines: 6 @ 88' feet

Depth of Media: 12" inches (Type) Gravel

Depth of Cover: 10" inches

Distribution Device: Drop Boxes

Inspection Dates

Tank(s) Inspected: 3/27/06

Excavation Inspected: 3/27/06

Pump & Controls Inspected: NA

SKETCH OF SYSTEM INSTALLATION
(As-Built Drawing)

See installation approval

Bed Installation *(For Repair Installations ONLY.)* ☒ N/A

Bed Depth: _____ inches

Bed Width: _____ feet

Total line length: _____ feet

# of Lines: _____ @ _____ feet

Depth of Media: _____ inches (Type) _____

Depth of Cover: _____ inches

Distribution Device: _____

Water Supply Source

☐ Municipal ☒ Private Well ☐ Community Well

☐ Other _____

System Installation Setbacks

Distance from Building Foundation: 15' feet

Distance from Property Line: 10' feet

Distance from Water Supply Source: >50' feet

The undersigned has inspected the Septic Tank System described above, and certifies it has been ☑ installed ☐ altered ☐ repaired ☐ as detailed in the plot above ☑ in accordance with the permit issued 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. The issuance of this 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. 1900 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 or Revocation of this permit.

Comments: System Classification & Type: Type IIa Conventional, System designed for a 4 bedroom house

DENR Authorized Agent: Philo S. Walker LS Signature: Philo S. Walker

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

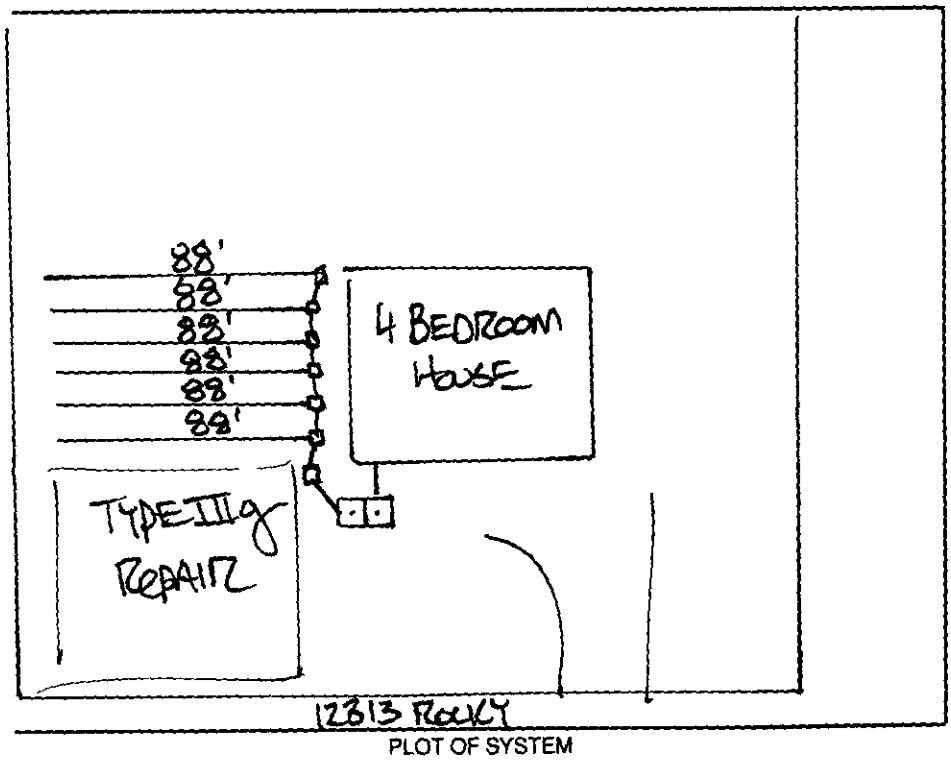
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

FILE: 23238 DATE: 3/14/06

TC: 111-491-11 ☐ L

SERIAL Nº 20678

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 3/8/06. All work shall be completed on or before 5/06, 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 N/A 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 6

Depth of Stone 12 inches

Distance from House 75 feet

Distance from Property Line 710 feet

Distance from Well 750 feet

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

NAME OF OWNER OZIEL MOLINA

LOCATION OF PROPERTY 12435 Rocky River Church Rd.

Comments: TYPE II CONVENTIONAL, INSTALL 6 LINES @ 88' EA., PLACE LEVEL & ON CONTOUR. 1500GAL S.T., 75' FROM HOUSE FOUNDATION, 710' FROM PROPERTY LINES, 750' FROM PROPOSED & EXISTING WELLS.

RS 3/14/06

Environmental Health Specialist

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

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

NC DENR
Division of Environmental Health
On-Site Wastewater Section

IMPROVEMENT PERMIT for a RESIDENTIAL ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

Permit #: **30000488** GWS File #: **2323B** Tax Parcel #: **111-491-11**

- This 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.

I. This Improvement Permit Shall: Expire in Five (5) Years **Expiration Date (If Applicable):** 5/25/2011

Type of Installation: Residential - Modified Plot Plan Lot Number: 0

Structure Type: HOUSE Size (ft^2): 2900 # Bedrooms: 3 # Occupants: 3

Building Foundation: Basement With Plumbing Water Supply: Private Well

II. Initial System Type: Conventional **System Classification:** IIb

Initial System Specifications:

Design Flow (gpd):	480	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	N/A
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1600	Total Trench Length (ft):	533
Maximum Trench Depth (in):	30	Depth of Media (in):	12	Distribution Device:	Distribution Box		

III. Repair System Type: Innovative or Experimental **System Classification:** IIIg

Repair System Specifications:

Design Flow (gpd):	480	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	N/A
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1200	Total Trench Length (ft):	400
Maximum Trench Depth (in):	30	Depth of Media (in):	N/A	Distribution Device:	Pressure Manifold		

IV. Permit Conditions/Comments:

(Please See the Following Page for Permit Conditions.)

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department is issuing an IMPROVEMENT PERMIT for the above referenced property. This permit is being issued in accordance with the *Laws and Rules For Sewage Treatment, and Disposal Systems* and is subject to the following provisions:

- No work shall be conducted on the septic system until an INSTALLATION APPROVAL is granted by the Department.
- The septic system installer shall be a registered septic contractor with Mecklenburg County Health Department.
- The permitted system shall be installed in accordance with the included PLOT PLAN.
- This IMPROVEMENT PERMIT is transferable.

DENR Authorized Agent: David Cornelius

Signature: _____

Date Issued: 5/25/2006

Owner/Legal Agent: _____
Print Name

Signature: _____

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

NC DENR
Division of Environmental Health
On-Site Wastewater Section

IMPROVEMENT PERMIT for a RESIDENTIAL ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

Permit #: **30000488** GWS File #: **2323B**

IV. Permit Conditions/Comments:

- All components of the septic system must be installed in accordance with the required setbacks listed on the corresponding plot plan.
- All components of the septic system must be located at least 100 ft. (50 ft. minimum) from all private wells.
- Change in plot plan.

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department is issuing an IMPROVEMENT PERMIT for the above referenced property. This permit is being issued in accordance with the *Laws and Rules For Sewage Treatment and Disposal Systems* and is subject to the following provisions:

- No work shall be conducted on the septic system until an INSTALLATION APPROVAL is granted by the Department.
- The septic system installer shall be a registered septic contractor with Mecklenburg County Health Department.
- The permitted system shall be installed in accordance with the included PLOT PLAN.
- This IMPROVEMENT PERMIT is transferable.

DENR Authorized Agent: David Cornelius

Signature: _____

Date Issued: 5/25/2006

Owner/Legal Agent: _____
Print Name

Signature: _____

300'
CK 10/27/05 AC

PROPOSED PLOT PLAN

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

FILE: 2323 B

TC: 111- 491- 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.

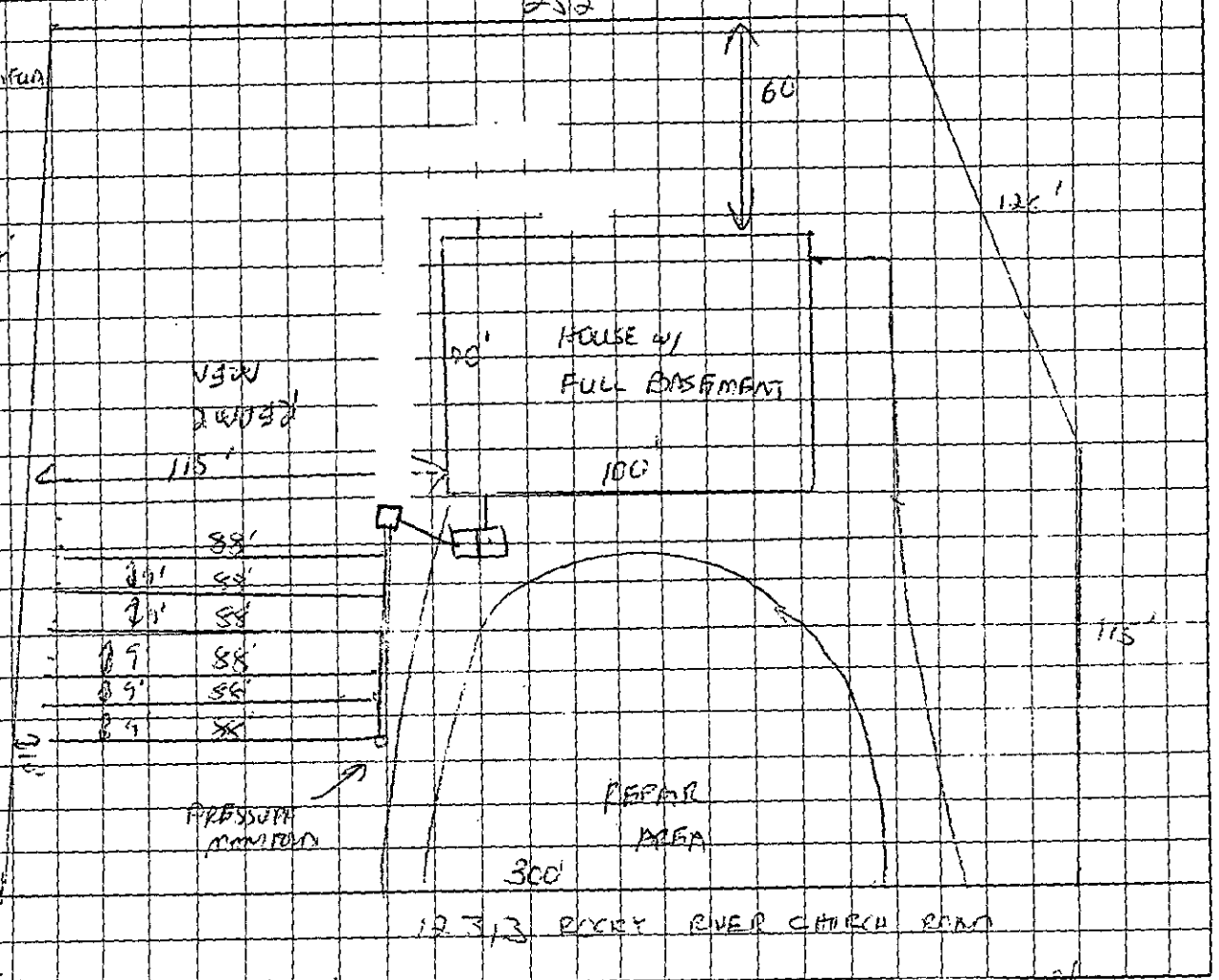
SCALE 1" = 50'

(1) DESIGN IS FOR ~~4~~ FOUR BEDROOM HOUSE W/ FULL BASEMENT.

(2) KEEP ALL DRAINLINES 25' FROM FOUNDATION BASEMENT BECAUSE OF INTERCEPTOR DRAINS.

(3) ALL PUMP SYSTEMS ARE REQUIRED BY STATE REGULATIONS TO BE INSPECTED BY THE LOCAL HEALTH DEPT. PROPERTY OWNER SHALL BE RESPONSIBLE FOR ANY FEES

(4) USE A PRESSURE EFFLUENT



X Robin Lee Whitley X Caroline Whitley
OWNER/AGENT SIGNATURE

DATE X 3-8T-06

APPROVAL DATE 10/05/05

0734
0703

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

FEE: _____
DATE: _____

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION ACS
VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

2D

PERMIT NUMBER: 2323B
PARCEL NUMBER: 11149111

JOB LOCATION ADDRESS: 12435 Rocky River Road
PROPERTY OWNER: Oziel Molina
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: J. Andrew Walker DATE: 10/28/05

DENR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 2323B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

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

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

4. OTHER CONDITIONS: _____
   _____
   _____
   _____
   _____

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 PERMITSAND AUTHORIZATION TO CONSTRUCT.

X Oziel Molina
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE

X 11-18-05
DATE

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: 2323B

Tax Number: 111-491-11

- 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

Primary Wastewater System

Type: ☐ I ☒ II ☐ III ☐ IV ☐ V ☐ VI

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

0.3 Long-term acceptance rate (GPD/ft^2)	480 Max gallons/day wastewater flow	1600 Absorption Area (ft^2)	9 Trench spacing (min. on centers) (ft)
Serviced by private well: ☒ Yes ☐ No	1500 Gallon septic tank	533 Total trench length (ft)	30 Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
4 Bedrooms in residence	na Gallon pump tank	12 Depth of stone (in)	

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

Additional conditions:

Repair Area System

Type: ☐ I ☒ II ☐ III ☐ IV ☐ V ☐ VI

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

1600 Absorption Area (ft^2) 533 Total trench length (ft)	12 Depth of stone (in)	9 Trench spacing (min. on centers) (ft)	30 Maximum trench depth (in)

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

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

*** This Improvement permit is transferable.

DENR Authorized Agent — Date 3/14/06

Owner/Agent Signature — Date

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

NC DENR
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

GWS – RES. APP 07/05

SEPTIC FEE: 100.00
DATE: 3/8/06
CRT [ ] Check 1648 - JKN

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

FILE # 2323B

WELL FEE: _____
DATE: _____
CRT [ ]

SEPTIC / TYPE APPLICATION: ☐ NONE ☐ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☒ MODIFY PLOT PLAN

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

JOB LOCATION INFORMATION:

TAX/PARCEL #:
STREET ADDRESS: 12435 Rocky River Rd.
CITY: MINT HILL
STATE: NC **ZIP:**
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #:
TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

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

HEATED SQUARE FOOTAGE: 2900
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 3

FOUNDATION FOR RESIDENCE:

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

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

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

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

WATER SUPPLY:

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

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

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

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

PROPERTY OWNER:

NAME: OZIEL MOLINA
ADDRESS: 4201 WRIGHT AVE.
CITY: CHARLOTTE
STATE: NC ZIP: 28211
HOME PHONE: WORK PHONE:
MOBILE PHONE: 704 369-9794 FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

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

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?

WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY?

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

3-8-06
Owner's/Agent's Signature Date

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

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

Owner's/Agent's Signature Date

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

GWS – RES. APP 12/04

SEPTIC FEE: 200.00
DATE: 6/30/05 VAW
CRT [ ] Check 1773

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

FILE # 2323B

WELL FEE: _____
DATE: _____
CRT [ ]

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

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

JOB LOCATION INFORMATION:

TAX/PARCEL #: 11149111
STREET ADDRESS: ~~12313~~ Rocky River Church
CITY: Charlotte 12435
STATE: NC ZIP: 28215
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #:
TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

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

HEATED SQUARE FOOTAGE: Min 3,500 sq Ft
NUMBER OF BEDROOMS: 4 or 5 Please advise
NUMBER OF OCCUPANTS: 5

FOUNDATION FOR RESIDENCE:

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

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

NUMBER OF BEDROOMS TO BE ADDED: NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE:
WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☐ NO TYPE:

WATER SUPPLY:

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

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

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

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

PROPERTY OWNER:

NAME: Robert Lewis Jr Whitley
ADDRESS:
CITY:
STATE: ZIP:
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Oziel Molina
ADDRESS: 909 Stones Throw Dr
CITY: Concord
STATE: NC ZIP: 28025
HOME PHONE: WORK PHONE:
MOBILE PHONE: (704)239-0089 FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? Closing 7/22 Need Result by 7/19/05

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

Rocio Foley 6/30/05
Owner's/Agent's Signature Date

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

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

Rocio Foley Realtor ATC 6/30/05
Owner's/Agent's Signature RF Date

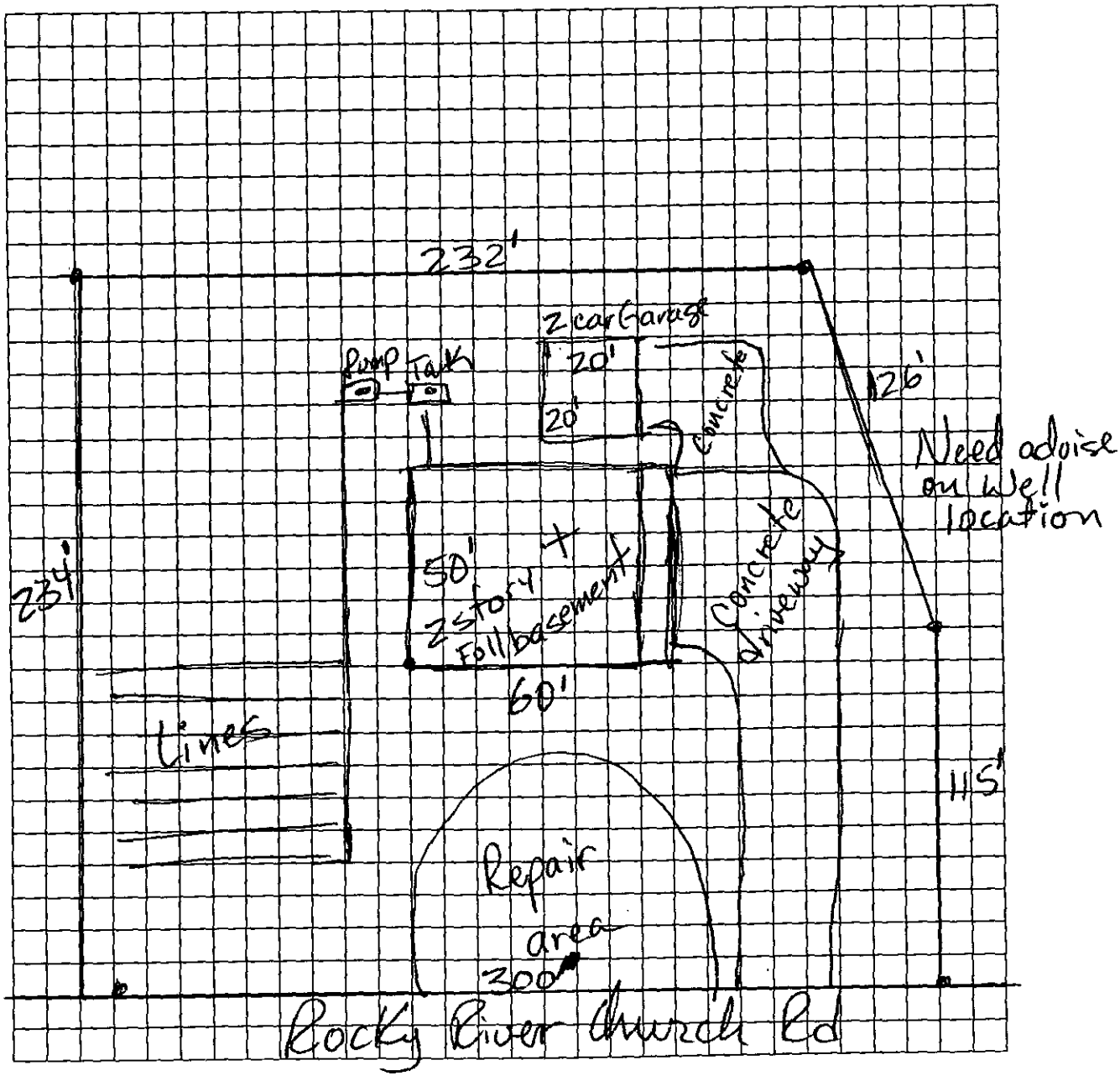
MECKLENBURG COUNTY HEALTH DEPARTMENT
GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202
704-336-5103 / FAX: 704-336-6894

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

File # 23233
Approval Date_____

APPROVED PLOT PLAN

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



Owner/Agent Signature) Rocio Foley	Staff Signature
Date	Date

LBC 12/15/04

VACANT LOT OFFER TO PURCHASE AND CONTRACT

NOTE: This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by a City or County and for which a plat has been recorded in the Office of the Register of Deeds in the county in which the property is located. If Seller is buyer's builder and the same involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2) with the New Construction Addendum (Form2A3).

Ozie H. Moline as Buyer,
Robert Lewis JR Whitley as Seller,
hereby offers to purchase and upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Charlotte, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 12313 Rocky Burr Church Rd 28215
Subdivision Name None as shown on Plat Reference: Lot 23 Block or Section M31
Plat Book or Slide N3 at Page(s) 995
NOTE: Prior to signing this Vacant Lot 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 owner' association and/or the subdivision, if applicable.

2. **PURCHASE PRICE:** The purchase price is $ ~~52,500.00~~ $52,000.00 OMM 6-28-05 CW 6/29/05 RW 6-29-05 to be paid as follows:
(a) $ 500.00 EARNEST MONEY DEPOSIT with this offer by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☐ other: to be deposited and held in escrow by Allen Tate Company ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach. **NOTE:** In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.
(b) $ N/A ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) $ N/A BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
(d) $ N/A BY SELLER FINANCING in accordance with the attached Seller Financing Addendum. OMM 6-28-05 CW 6/29/05 RW 6.29.05
(e) $ ~~47,500.00~~ BALANCE of the purchase price in cash at Closing → $51,500.00 Cash

3. **CONDITIONS:** (Blank in N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☐ Conventional ☒ Other: Cash loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ (plus any financed VA Funding Fee or FHA MIP) for a term of _____ year(s), at an initial interest rate not to exceed _____% per annum, with mortgage loan discount points not to exceed _____% of the loan amount. Buyer shall apply for said loan within _____ day of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's approval (with commitment letter on or before _____ and to satisfy all terms and conditions of the loan) prior to Closing. After the above date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of their letter or the waiver.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for Residential purposes ("Intended Use").
(c) The Property must be 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 and insurable 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.

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

5. **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) All late penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) 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 $ 0 per N/A

6. **CLOSING EXPENSES:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. 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. Seller shall pay for preparation of a deed and all instruments required to secure the balance of the purchase price unpaid at Closing. 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. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be $ 0 including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

7. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easement relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agents) file to Buyer and both Buyer's and Seller's agents and attorneys.

8. **LABOR AND MATERIALS:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing 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 causes or claim arising therefrom.

8. 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 7/22/05, at a place designated by Buyer. The deed is to be made to Oziel Molina and Nidia Patiño. CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.
10. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered.
11. SEWER SYSTEM (check only ONE):
☐ Buyer has investigated the costs and expenses to install this sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement Permit.

☐ Buyer acknowledges receipt of Improvement Permit attached as Exhibit A. Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to its condition.

☒ This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department ("County") for a (check only ONE) ☒ conventional or ☐ other ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit shall be borne by Buyer, except Seller shall be responsible for cleaning that portion of the Property required by the County to perform its tests and/or inspections no later than 7/20/05. Buyer shall use Buyer's best efforts to obtain such Permit. If the ground absorption sewage system is not permitted, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until 7/20/05 time being of the essence, to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.
12. SOIL, WATER, UTILITIES AND ENVIRONMENTAL CONTINGENCY: This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's intended use (ii) utilities and water are available to the Property (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's intended use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's intended use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be born e by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until 7/20/05 time being of the essence, to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.
13. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in Section 12 and 13 of this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits of costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and not withstanding the foregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.
14. OTHER PROVISIONS AND CONDITIONS: (ITEMIZED ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)
15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.
16. ASSIGNMENT: 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.
17. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e. Buyer and Seller and their heirs, successor and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
18. 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.
19. 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 writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.
20. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signed is communicated to the offering party. This contract is executed under seal is signed multiple originals, all of which together constitute one and the same instrument, with a signed original original be ng retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signature below.

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

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONTACT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Date: 6-27-05
Buyer: Oziel Molina (SEAL)
Date:
Buyer: (SEAL)

Date: 6.29.05
Seller: Robert Lee Wilder Jr. (SEAL)
Date: 6/29/05
Seller: Cora M Wilder (SEAL)

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: 6/27/05
Firm: Allen Tate Company
By: Rocio Foley (Signature)

Selling Agent/Firm/Phone: Rocio Foley / ATC / (704) 650-0568
Acting as ☒ Buyer's Agent / ☐ Seller's (sub) Agent / ☒ Dual Agent

Listing Agent/Firm/Phone: Adam Miller / ATC / (704) 651-1444
Acting as ☐ Seller's (sub) Agent ☒ Dual Agent

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	06/30/05	**Amount:**	200.00
Receipt #:	35525	**Tendered:**	200.00
Check / Auth #:	CHECK 1773	**Returned:**	0.00
Received By:	WALKEVA		

Account Information

Account #: 200000
Contractor: MOLINAS MASONRY
Attn:
Address: 909 STONE THROW DRIVE
Address:
City/State/Zip: CONCORD, NC 28025

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen 12313 ROCKY RIVER CHURCH		1	200.00	200.00

----------Outstanding Balances----------

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

PROPOSED PLOT PLAN

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

FILE: 2323 B

TC: 111- 491- 11

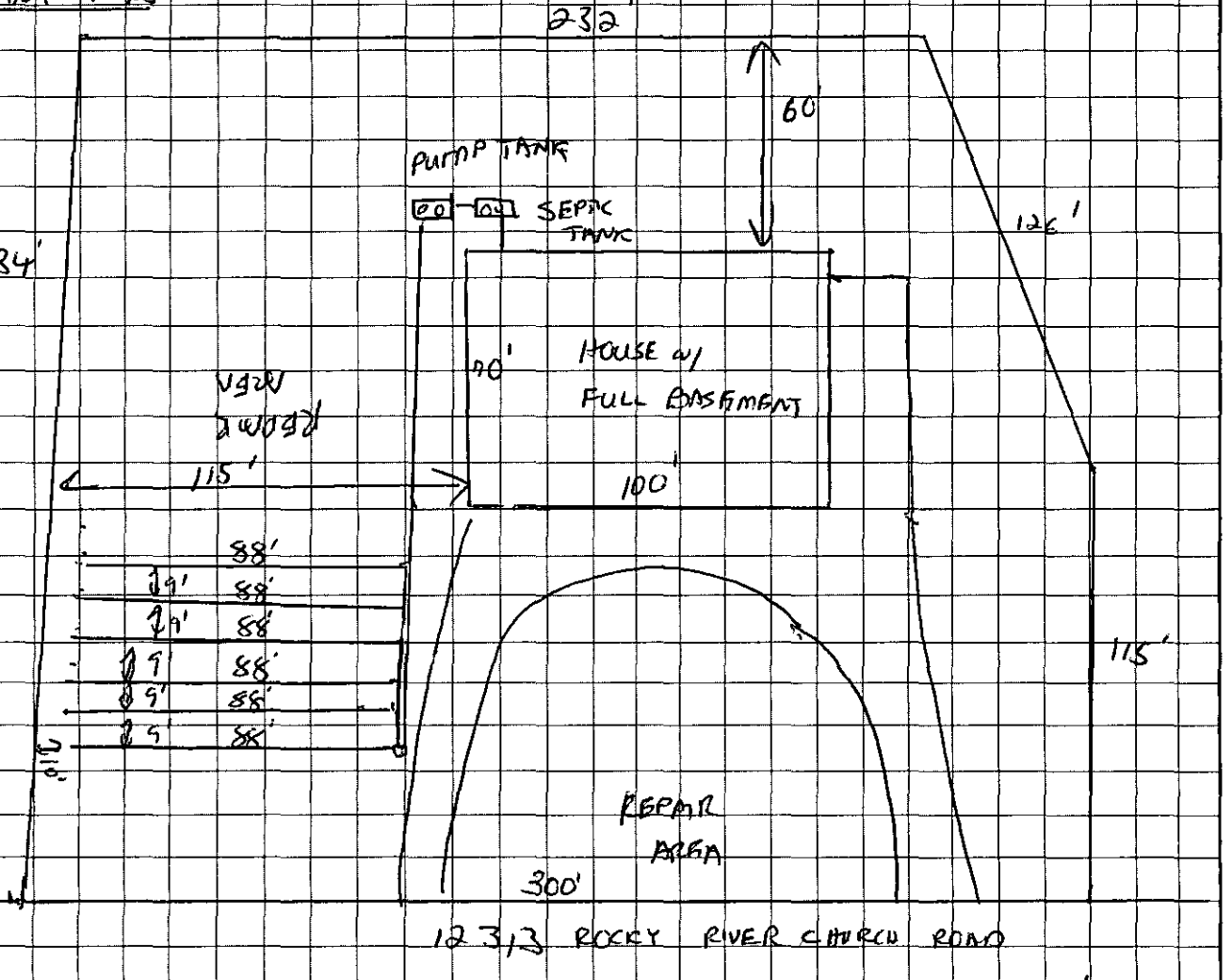
Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.

SCALE 1" = 50'

(1) DESIGN IS FOR ~~4~~ FOUR BEDROOM HOUSE W/ FULL BASEMENT.

(2) KEEP ALL DRAINLINES 25' FROM FOUNDATION BASEMENT BECAUSE OF INTERCEPTOR DRAINS.

(3) ALL PUMP SYSTEMS ARE REQUIRED BY STATE REGULATIONS TO BE INSPECTED BY THE LOCAL HEALTH DEPT. PROPERTY OWNER SHALL BE RESPONSIBLE FOR ANY FEES



X Billy Lane Wheeler
OWNER/AGENT SIGNATURE

DATE

APPROVAL DATE 9/30/99 DWalk

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

FEE: 100.00 cash

DATE: 9/20/99 C

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

CHS 2 plus 1 AP

[ ] 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 #: 23238

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 111-481-11

STREET ADDRESS: 12313 Rocky River Church Rd

TYPE OF BUILDING (CHECK ONE):

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

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 4800

NUMBER OF BEDROOMS: 4

NUMBER OF OCCUPANTS: 3

CLOSING DATE Oct 7th 99

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):

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

PROPERTY OWNER:

NAME: Taylor (LAST) Josh (FIRST) C (MI)

ADDRESS: 21 Quayside Ct

CITY: Lake Wylie STATE: SC ZIP: 29710

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Whitley (LAST) Robert (FIRST) Lewis (MI)

DAYTIME PHONE: (704) 535-4220

PAGER 515-2550

WORK 361-8774

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

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

SIGNED: Robert Lewis Whitley Jr. DATE: 9/17/99

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

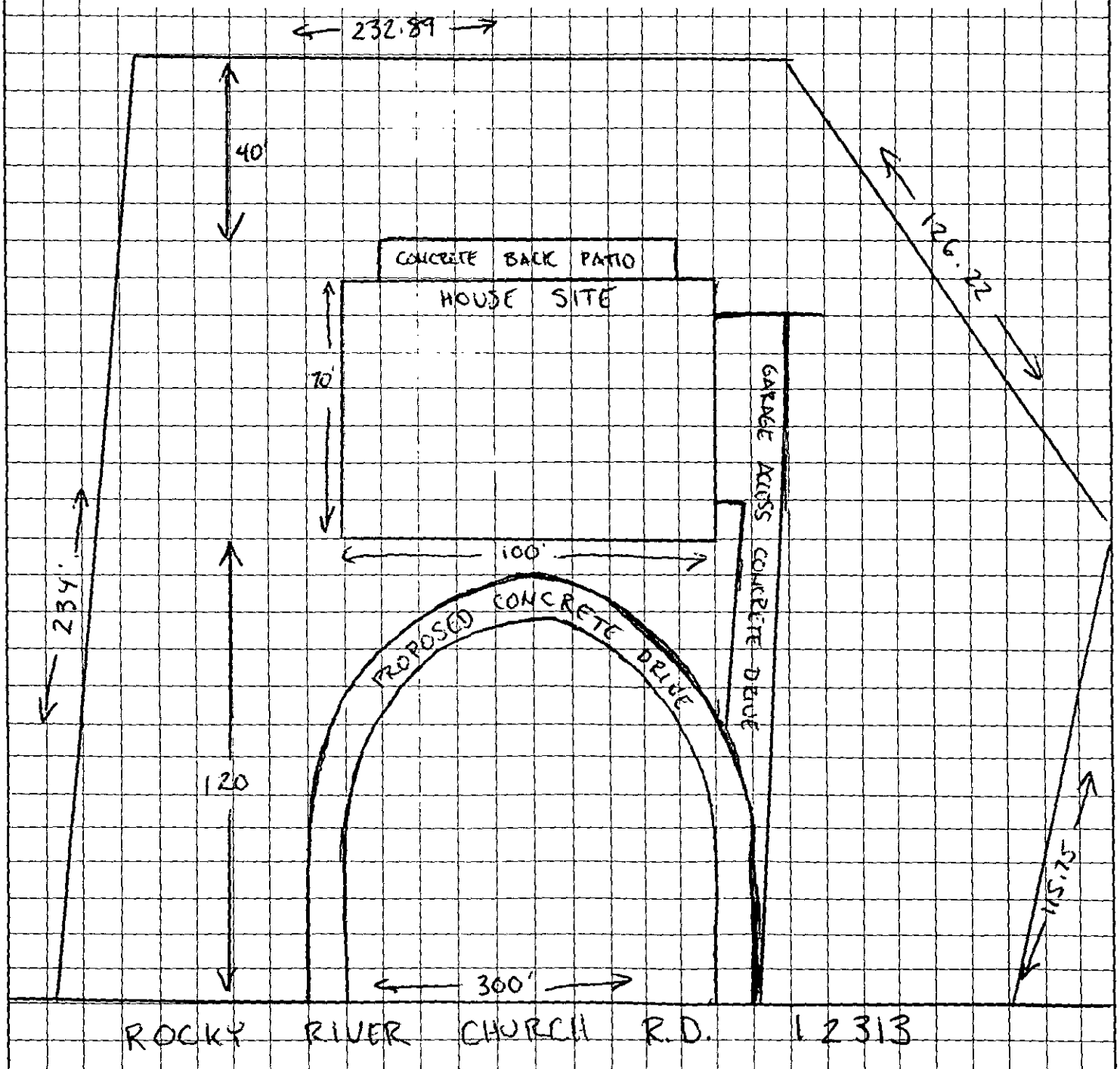
PROPOSED PLOT PLAN

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

FILE: 23238

TC: 111-491-11

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.



Robert Lee Hall
OWNER/AGENT SIGNATURE

DATE 9/7/99

APPROVAL DATE _____

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

FAX COVER LETTER

Allen Tate Realtors®

EAST CHARLOTTE OFFICE

Allen Tate, REALTORS®

OFFER TO PURCHASE AND CONTRACT

Robert Lewis Whitley Jr. , as Buyer,
, as Seller,

to purchase and , all of the plot, piece or parcel of land described below, together with all improvements, fixtures and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. PROPERTY: Located in the City of Charlotte, State of North Carolina, being known as and more particularly described as: 10424 Providence River Church Road Zip 28215
Description:
Description of the Property in Deed Reference: Book , Page No. , County
2. BUYER'S INITIALS: 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.
3. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached mirrors, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes, burglar/fire/smoke alarms, pool and pool equipment, fireplace screens, gas logs, fireplace inserts, wood stoves, central vacuum systems, wall-to-wall carpeting, attached basketball goals, swing sets, mailboxes, shrubbery, trees, plantings, outdoor lighting, and any items attached or affixed to the Property. EXCEPT the following items: N/A
4. PERSONAL PROPERTY: The following personal property is included in the purchase price:
5. PURCHASE PRICE: The purchase price is $ 2,300.00 and shall be paid as follows:
$ 100.00 EARNEST MONEY DEPOSIT by ☐ cash ☐ personal check ☐ bank check ☐ certified check, receipt of which is hereby acknowledged, to be held in escrow by Allen Tate Company, in which case it will be credited to Buyer at closing, or upon this contract's otherwise termination. Escrow agent is authorized to deposit the earnest money in escrow agent's trust account. In the event of any dispute between the parties hereto and not settled within 30 days, all earnest monies shall be returned to Buyer. In the event of termination of this contract at Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any right to collect earnest monies if Buyer breaches this contract after this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited to Seller, but such forfeiture shall not affect any other remedies available to Seller for such breach.
Buyer and Seller agree that the escrow agent may deposit the earnest money in an interest bearing account and that any interest earned on the earnest money shall be the property of the party entitled to the earnest money as provided herein. Escrow agent may hold the earnest money in the broker's trust or escrow account until it receives written release from the parties consummating the transaction or directed by a court of competent jurisdiction.
☐ ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than
☐ BY ASSUMPTION of the unpaid principal balance of all obligations of Seller on the existing loan secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.
☐ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
☐ BALANCE of the purchase price in cash at closing.
6. FINANCING (Complete the blank that is not applicable to this offer.)
☐ This offer is not contingent upon financing or the sale of any other property.
☐ This offer is contingent upon Buyer obtaining a ☐ Conventional ☐ Other, loan in the amount of $ at a fixed interest rate not to exceed % for a period of not less than years, amortized over not less than years. Buyer shall pay loan discount points not to exceed % of the loan amount. Buyer will make written application for the loan on or before 9/14/2021 and will furnish all documentation required by the lender within five (5) days after receipt of the lender's request. Buyer will pay all loan costs and fees customarily paid by Buyer, except if Seller is to pay any of the Buyer's loan closing costs as set forth in paragraph 5 above. Buyer will furnish written evidence of the loan commitment within five (5) days after receipt of a written request from Seller. If Buyer fails to meet any of the above requirements (date listed above) then Seller may terminate this contract unless Buyer waives the requirements in writing.
7. CLOSING COSTS: Buyer and Seller will pay their respective customary costs, unless otherwise provided herein. Buyer will pay all costs in connection with any loan Buyer obtains, including loan origination fees, loan discount points, appraisal fees, credit report charges, survey costs, and recording fees for deed of trust and easements relating to the Property.

...Residential Property Disclosure Statement because (SEE GUIDELINES) ...
...is residential and was built prior to 1978 (Attach Lead-Based Paint and Buyer Paint Hazards Disclosure Addendum.)
...unless otherwise provided on an inspection addendum attached hereto, Buyer shall have the ...
...Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, ...
...the: (1) the building, appliances, electrical system, plumbing system, heating and cooling systems, roof covering, ...
...doors and windows, central air conditioning, structural components (including foundation, columns, chimneys, floors, walls, ceiling, ...
...decks, fireplaces, and flues), crawl space and attic ventilation system; (if any), water and sewer systems (public and private), shall ...
...for which Buyer shall be responsible for routine maintenance or repair; (ii) there shall be no unusual drainage conditions or evidence ...
...adversely affecting the structure); and (iii) there shall be no visible wood or other infestation or existing environmental contamination. Inspections ...
...shall be conducted on or before _____ N/A _____. Buyer is advised to have any inspections made prior to incurring expenses ...
...regarding the Property. Inspections may be made by persons of Buyer's choice, ...

...Buyer's expense, a report from a licensed ...
...pest control operator (which may be the pest control firm used by Seller) stating that no visible evidence of wood destroying insects ...
...(as defined in the standard form promulgated for use by the North Carolina Structural Pest Control Committee, dating the inspection ...
...not more than 30 days prior to closing) or visible damage due to such insects was found in the dwelling and any attached ...
...decks, steps, porches, garages, or other attached structures. The report shall be obtained by Buyer and any treatment ...
...may be completed prior to closing. All treatment recommended shall be paid for by Seller and ...
...shall be completed prior to closing. The Buyer is advised that the lending institution may require additional treatment ...
...of the premises. The Buyer is advised that the lending institution may require a separate report on the presence ...
...or absence of termite soil treatment. If new construction, Seller ...
...shall provide Buyer with a certificate of termite soil treatment.

...Buyer shall (i) accept, (ii) accept, (iii) above, if any repairs are necessary, Seller shall have the option of (i) ...
...completing such repairs prior to closing, or (ii) ...
...If Seller elects not to complete or provide for the completion of such repairs prior to closing, this contract, ...
...which Seller shall not be obligated to complete such repairs, shall terminate and all earnest money shall be refunded to Buyer, ...
...unless otherwise provided on an inspection addendum attached hereto, any items not covered by (b)(i), (ii), or (iii) ...
...above shall be excluded from repair considerations under this contract.

...EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purpose of ...
...by Buyer, including a walk-through inspection of the Property prior to closing.

...Buyer's obligation to close and Seller's ability to deliver on the date specified, all parties agree that time is of the essence ...
...with closing and possession to occur on or before Oct 7 1999, at a place designated by Buyer.

...Buyer's Initials _____ Seller's Initials _____

...Except as otherwise provided herein, possession shall be delivered at closing. In the event possession is NOT to be delivered at ...
...closing, Buyer and Seller shall execute the applicable closing attachment attached. OR, ☐ a seller possession after closing agreement is attached.

...ADDITIONAL PROVISIONS. THE FOLLOWING ADDENDA TO THIS CONTRACT AND EACH HEREBY INCORPORATED ...
...(CHECK ALL APPLICABLE):

...

...

...

ADDITIONAL PROVISIONS ADDENDUM

Robert Lee Whitney Jr.

(Buyer)

2113 Rocky Pine Church Rd Apex NC 27523

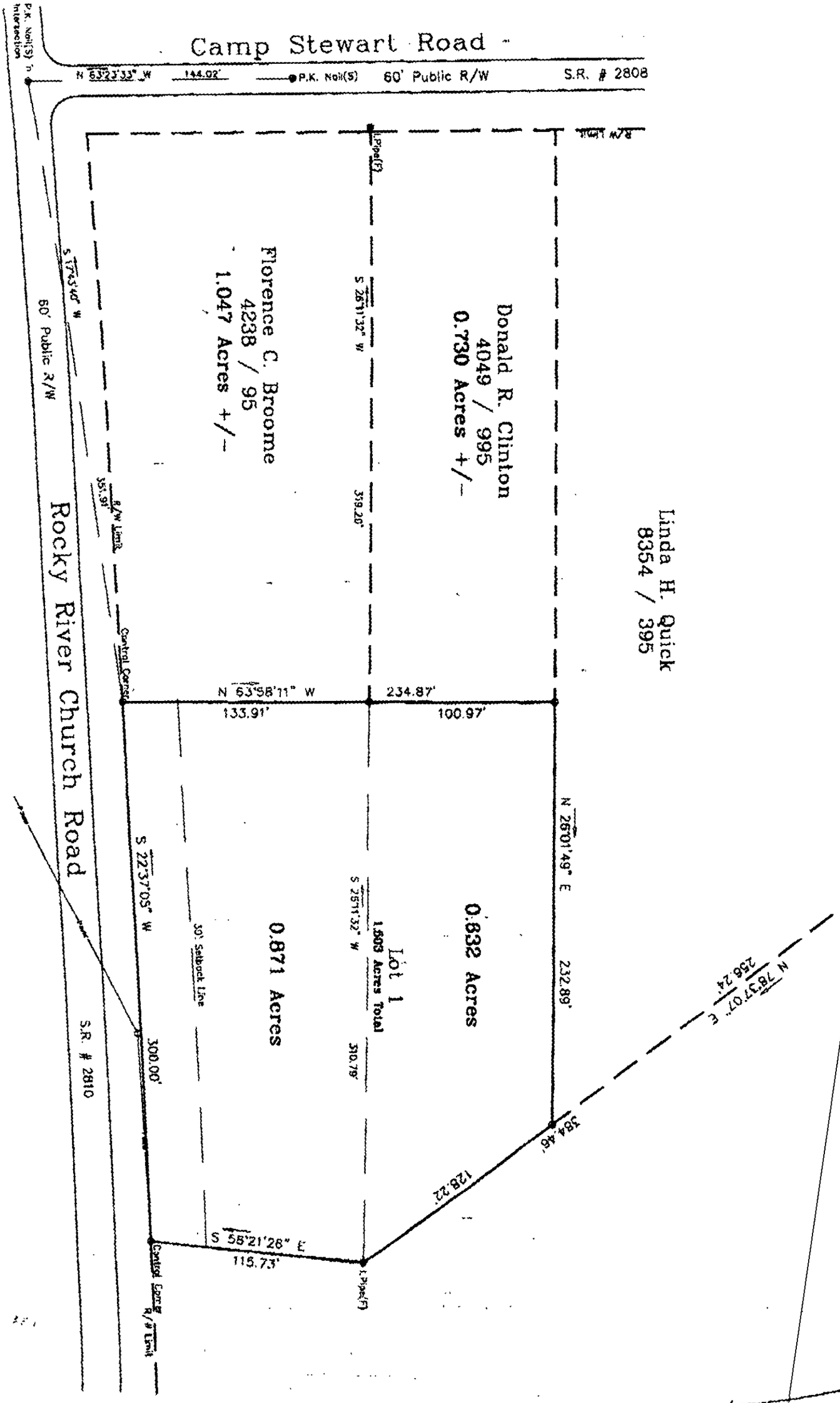
(Street) (City) (State)

is made a part of the Offer to Purchase and Contract

before ... AM / PM of

... Buyer, whichever occurs first.

... Buyer's ... Seller's ... Buyer's ... Seller's ... Buyer's ... Seller's


Camp Stewart Road
N 63°23'33" W
144.02'
P.K. Nail(S)
60' Public R/W
S.R. # 2808
P.K. Nail(S) in Intersection
Donald R. Clinton
4049 / 995
0.730 Acres +/-
Florence C. Broome
4238 / 95
1.047 Acres +/-
Linda H. Quick
8354 / 395
S 26°11'32" W
319.26'
S 17°43'40" W
351.91'
60' Public R/W
R/W Limit
Central Corner
N 63°58'11" W
133.91'
234.87'
100.97'
N 26°01'49" E
232.89'
Rocky River Church Road
S 22°37'05" W
300.00'
30' Setback Line
0.871 Acres
0.832 Acres
1.503 Acres Total
Lot 1
S 26°11'32" W
310.78'
N 78°37'07" E
256.24'
384.46'
128.22'
S 55°21'26" E
115.73'
S.R. # 2810
Central Corner
R/W Limit

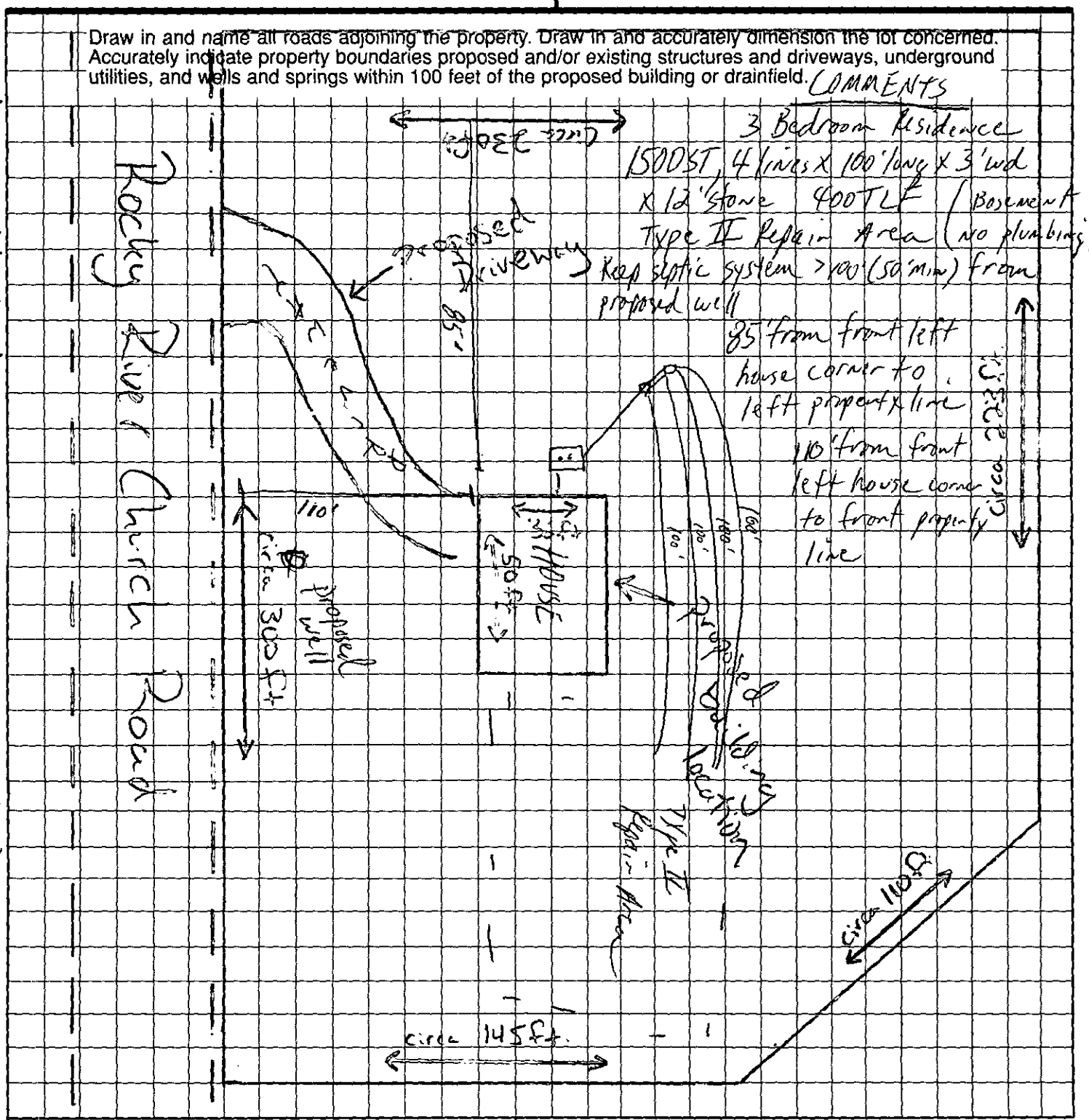
PROPOSED PLOT PLAN

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

FILE: 2323B

TC: 111-281-03, 0498

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.



Josh C. Taylor
OWNER/AGENT SIGNATURE

DATE 12/16/97

APPROVAL DATE PHW 12/16/97

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

MECKLENBURG COUNTY HEALTH DEPARTMENT
700 NORTH TRYON STREET
CHARLOTTE, NORTH CAROLINA 28202
(704) 336-5102

REQUEST FOR TRANSFER OF SERVICE PAYMENT/INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM

SERVICE: Authorization for Const/Installation + CO
IMPROVEMENT PERMIT, SOIL TEST, E.G.

FILE NUMBER 2323B TAX NUMBER 111-491-11

PROPERTY ADDRESS 12313 Rocky River Church Rd.

NAME OF ORIGINAL APPLICANT Josh Taylor

NAME OF PERSON PURCHASING PROPERTY/TRANSFEROR ROBERT LEWIS WHITLEY JR.

I UNDERSTAND THAT THE PERMIT TO CONSTRUCT AND UNUSED MONIES FOR INSPECTIONS ARE FULLY RELINQUISHED BY THIS DOCUMENT.

SIGNATURE OF ~~ORIGINAL~~ APPLICANT
Josh Taylor DATE 9/24/99

AS BUYER OF THIS PROPERTY, I UNDERSTAND THAT THE PERMIT IS ONLY VALID WHEN USED EXACTLY AS ISSUED. SHOULD CHANGES BE DESIRED, THEY MUST BE REQUESTED AND APPROVED BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT ACCORDING TO CURRENT REGULATIONS AND FEES.

AN ORIGINAL COPY OF THIS REQUEST MUST BE PRESENTED AND ACKNOWLEDGED BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT TO BE VALIDATED.

SIGNATURE OF TRANSFEREE

_____ DATE_____

clk # 723

FEE: 200.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: 12/23/98 gc **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: 12/16/97 **PERMIT NO:** 2323B

PARCEL NO: 111 281 03, 04 PP

JOB LOCATION ADDRESS: 12313 Rocky River Church Rd 111-481-11

PROPERTY OWNER: ~~Florence~~ Donald Groton Jose Taylor

BUILDING CONTRACTOR: -

SUBDIVISION NAME: -

AUTHORIZATION ISSUED BY: Phila J. Walker R.S. **DATE:** 12/16/97

DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2323B, 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: Approval granted on parcel # 111 281 03 & 04 combined & surveyed as one lot

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 Jose Taylor 12/16/97

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number 2323B

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 111 281 03+04 po

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 plumbing	___ 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

c3 Long-term acceptance rate	360 Max gallons/day wastewater flow	1200 Absorption Area (sq ft)	24" Trench spacing (min. on 9' centers)
YES Serviced by private well	1560 Gallon septic tank	400' Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
3 Bedrooms in residence	NA Gallon pump tank	12" Depth of stone	

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

Site modifications required:

Additional Conditions: L

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

1200' Absorption Area (Sq ft) 400' 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.

Phillip L Walker RS 12/16/97
DEHNR Authorized Agent Date

Owner/Agent Signature 12/16/97
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

ON-SITE WASTEWATER SECTION

COUNTY: _____

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

(40) #1 2323B PO 111-251-03,04

Florence C. Broome

OWNER: Donald R. Clinton APPLICANT: _____

ADDRESS: 3116 Camp Stewart Road, Tho APPLICATION DATE: _____ DATE EVALUATED: _____

PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949): _____ PROPERTY SIZE: 1.5 A ±

LOCATION OF SITE: Berby River Church 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 % (5-20% slopes)	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	0-4"	gr/scl	Fr/SEXP/SS/SP	>48" TO soil wetness	48"	N/A	None	PS .3g/F2 IV
		4-28"	SBK/c	Fi/SEXP/SS/P					
		28-37"	SBK/cl	Fr/SEXP/SS/SP					
2	LS	0-4"	gr/scl	Fr/SEXP/SS/SP	>41" TO soil wetness	41"	N/A	None	PS .3g/F2 IV
		4-36"	SBK/c	Fi/SEXP/SS/P					
		36-41"	SBK/cl	Fr/SEXP/SS/SP					
3	LS	0-8"	gr/cl	Fr/SEXP/SS/SP	>49" TO soil wetness	49"	N/A	None	PS .3g/F2 IV
		8-38"	SBK/c	Fi/SEXP/SS/P					
		38-49"	SBK/cl	Fr/SEXP/SS/SP					
4	HS	0-6"	gr/cl	Fr/SEXP/SS/SP	>50" TO soil wetness	50"	N/A	None	PS .3g/F2 IV
		6-50"	SBK/c	Fi/SEXP/SS/P					

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

OTHER FACTORS (.1946): _____

SITE CLASSIFICATION (.1948): Provisionally Suitable

EVALUATED BY: W. R. Merlin 12-3-97

OTHER(S) PRESENT: LSS

ON-SITE WASTEWATER SECTION

COUNTY: _____

23231

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: _____ APPLICANT: _____

ADDRESS: _____ APPLICATION DATE: _____ DATE EVALUATED: _____

PROPOSED FACILITY: _____ PROPOSED DESIGN FLOW (.1949): _____ PROPERTY SIZE: _____

LOCATION OF SITE: _____ 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	SOIL MORPHOLOGY (.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
5	LS	0-6"	gr/cl	Fr/SEXP/SS/SP	>45" TO soil wetness	45"	N/A	None	PS .39/FZ IV
		6-30"	SCMC	Fi/SEXP/SS/P					
		30-45"	SCM/cl	Fr/SEXP/SS/SP					
6	LS	0-7"	gr/cl	Fr/SEXP/SS/SP	>48" TO soil wetness	48"	N/A	None	PS .35/FZ IV
		7-36"	SCMC	Fi/SEXP/SS/P					
		36-48"	SCM/cl	Fr/SEXP/SS/SP					
3									
4									

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

OTHER FACTORS (.1946): _____

SITE CLASSIFICATION (.1948): _____

EVALUATED BY: _____

OTHER(S) PRESENT: _____

COMMENTS: 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)
I (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)
I (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)			MOIST	WET
(Ridge)		SCL (Sandy Clay Loam)				
(Shoulder Slope)		SLC (Silt Loam Clay)			VFR (Very Friable)	NS (Non-sticky)
(Terrace)					FR (Friable)	SS (Slightly Sticky)
	IV	SC (Sandy Clay)	0.4 - 0.1	0.2 - 0.05	FI (Firm)	S (Sticky)
		SIC (Silty Clay)			VFI (Very Firm v. Very Sticky)	VS (Very Sticky)
					EFI (Extremely Firm)	NP (Non-plastic)
		O (Organic)	None			SP (Slightly Plastic)
						P (Plastic)
						VP (Very Plastic)

OTES

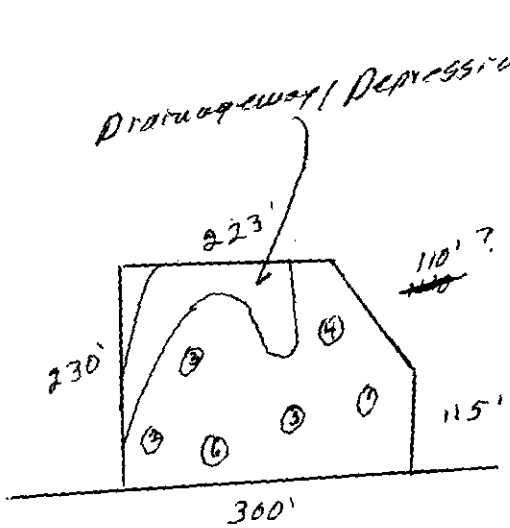
ORIZON DEPTH	In inches below natural soil surface
EPTH OF FILL	In inches from land surface
ESTRICTIVE HORIZON	Thickness and depth from land surface
APROLITE	S(suitable) or U(unsuitable)
OIL WETNESS	Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designatic
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).

2323A



Rocky River Church Rd

FEE: 100.00 CK#4605

DATE: 11/18/97 JC

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

2323B

( ) 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 #: 2323B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 111-281-03,504.00

STREET ADDRESS: [illegible] Rocky River Church Rd.

SUBDIVISION OR MOBILE HOME PARK NAME:

TYPE OF BUILDING (CHECK ONE):

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

LOT NUMBER:

TOWNSHIP (CHECK ONE):

✓ 0 MECKLENBURG
__ 1 CHARLOTTE
__ 2 DAVIDS
__ 3 CORNE
__ 4 PINEVILLE
__ 5 MATTHEWS

HEATED SQUARE FOOTAGE: 1800

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 2

FOUNDATION FOR RESIDENCE:

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

CLOSING DA

Allen Tate REALTORS
DEBBIE ROSEBERRY

Allen Tate Company
VOICE MAIL (704) 593-2260
TOLL FREE (888) 547-8901
FAX (704) 503-0510
145 WEST W.T. HARRIS BLVD.
CHARLOTTE, NC 28262
http://allen-tate.com
EQUAL HOUSING OPPORTUNITY

IF EXPANSION/ALTERATION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED I

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

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

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

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: (LAST) Brooks (FIRST) Florence (MI) C	NAME: (LAST) Taylor (FIRST) Josh (MI) C
ADDRESS: 3716 Camp Stewart Rd	DAYTIME PHONE: 704 383-4081
CITY: Charlotte STATE: NC ZIP: 28215	21 Quayside Ct
DAYTIME PHONE: ( ) -	Lake Wylie, SC 29710

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?

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

SIGNED: Joshua C Taylor 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

DATE		FEE	PAYMENT	ADJUST-MENT	BALANCE	✓	PREVIOUS BALANCE	NAME	OFFICE FILE NUMBER	RECEIPT NUMBER						
								◆ IF USING MORE THAN ONE PAGE TODAY ◆ PLACE PRECEEDING PAGE TOTALS ON THIS LINE								
11/23/98	New Employee Soft test CK # 4415	100 00	100 00	0	0		0	Stephen M Sinard	3621	9655	1	8521	Brown Rd	gc		4415	100 00
11/23/98	Well + Septic	85 00	85 00	0	0		0	Jane Scott	3625	M	2	1205	Hatfield Hartford	gc		3483	85 00
11/23/98	New Improvement	100 00	100 00	0	0		0	Stephen Marlowe	3621	9656	3		Wild Horses Ct	gc		3077	100 00
11/23/98	Check / CO	200 00	200 00	0	0		0	Josh Taylor	3621	9657	4	off Rocky Point Church Rd		gc		723	200 00
											5						
											6						
											7						
											8						
											9						
											10						
											11						
											12						
											13						
											14						
											15						
											16						
											17						
											18						
											19						
											20						
											21						
											22						
											23						
											24						
											25						
											26						
											27						

9/17/99
Request for transfer of fees given to new applicant for processing attached fee from Cty in old plan

PAGE TOTALS	485.00	485.00	
TODAY'S GRAND TOTALS	485.00	485.00	
PREVIOUS DAY M-T-D TOTALS			
MONTH-TO-DATE TOTALS			

SAFEGUARD AMBASSADOR LINE®
AJHC-2-2

IF THE TOTAL ADJUSTMENT AMOUNT IS BRACKETED ( ), ADD THIS AMOUNT RATHER THAN SUBTRACT.

Carry totals to top of next page if more than one page is used per day

SYSTEM QUESTIONS? CALL YOUR SAFEGUARD DISTRIBUTOR

TODAY'S PROOF OF POSTING		RECEIPTS PROOF	
Column E Total	$	Column 5 (Cr. Card)	$
+ Column A Total	$	+ Column 6 (Cash)	$
- Column B Total	$	+ Column 7 (Checks)	$
- Column C Total	$	= Column B (Paym't)	$
= Column D Total	$		

DAY SHEET
RECORD OF CHARGES AND PAYMENTS

Safeguard

Form No. AJHC-2-2

PAGE TOTALS	485 00
TODAY'S GRAND TOTALS	485 00
PREVIOUS DAY M-T-D TOTALS	
MONTH-TO-DATE TOTALS	

(USE DS-M2 DEPOSIT SLIP)

Safeguard Business Systems, Inc. 1989

REORDER FROM YOUR LOCAL SAFEGUARD DISTRIBUTOR, IF THE NUMBER HAS BEEN MISPLACED CALL 1-800-523-2422

DAY Fri | DATE 11/23 1998 | PAGE NO. | BY

+ Total Fees (Col. A)	
= Today's Total Payments (Col. B)	
- Today's Total Adjust (Col. C)	
= Today's Total A/R Balance	

THIS TOTAL A/R BALANCE FI SHOULD EQUAL THE TOTA LEDGER CARD BALANCES AT OF TODAY'S ACTIVITY.

MONTH-TO-DATE PROO ACCOUNTS RECEIVAB

* Total A/R Balance From Beginning of Month	
Month-To-Date + Fees (Col. F)	
Month-To-Date - Payments (Col. G)	
Month-To-Date - Adjustments (Col. H)	
Today's = Total A/R Balance	

THIS TOTAL A/R BALANCE F SHOULD EQUAL THE TOTA LEDGER CARD BALANCES AT OF TODAY'S ACTIVITY.

*THIS FIGURE REMAINS CONSTAN SAME FIGURE THROUGHOUT TH

CHANGE FUND CONTR

Beginning Cash on Hand	
+ Payments Rec'd From Patients	
+ Other Income	
- Cash Paid Out	
- Deposits	
= Ending Cash on Hand	

CASH PAID OUT

DESCRIPTION	AMO

OTHER INCOME

DESCRIPTION	AMO

BANK DEPOSITS

Total Check	48
+ Total Cash	
+ Total Credit Card	
- Cash Paid Out	
= Total Deposit	4

TOTAL DEPOSIT ABOV SHOULD BE RECONCILED WITH BANK STATEMENT AND MATCH TOTAL PAYMENTS COLUMN B, PAID OUT, PLUS OTHER INCOM

2323B

Allen Tate, REALTORS®

OFFER TO PURCHASE AND CONTRACT

Josh Taylor, as Buyer, hereby offers to purchase and Donald & Judy Clinton and Florence Broome, 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 Charlotte, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address Rocky River Church Rd (lot) Zip 28215
Legal Description: part of parcel # 111-281-03 and # 111-281-04
(☐ 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
INITIAL HERE

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

4. **PURCHASE PRICE:** The purchase price is $ ~~23,500~~ 25,000.00 shall be paid as follows:
(a) $ 500.00, EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other _____ as to be deposited and held in escrow by Allen Tate 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 _____.
(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.
(☐ 10-20-97) $ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
$ ~~23,000~~ 24,500 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 November 14, 1997, effective through the date of closing, for a loan at a ☒ Fixed Rate ☐ Adjustable Rate ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other _____ ☐ Other: _____ in the principal amount of 90 to LTV JCT for a term of 15 year(s), at an interest rate not to exceed 7.9 % per annum, with mortgage loan discount points not to exceed 0 % 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: ~~seller pay $500 closing costs~~ NONE OF BUYER'S
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 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 _____.

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.

Allen Tate, REALTORS

ADDITIONAL PROVISIONS ADDENDUM

Josh Taylor, as Buyer

Donald & Judy Clinton and Florence Broome, as Seller

Property Located at Rocky Ridge Church Rd, Thomasville, NC 27215
(Street) (City) (State) (Zip)

NOTE: Only the provisions initialed below are a part of the Offer to Purchase and Contract:

1. ____ EXPIRATION OF OFFER: *This offer shall expire unless acceptance is delivered to buyer or to* ____ ____, before ____ AM PM, on ____ *or until withdrawn by the Buyer, whichever occurs first.*

2. JCT JCB JBC DBC BPC — BUYER QUALIFICATION: Selling/Buyer's Agent shall provide Listing Agent evidence as to Buyer's qualification to obtain and secure a loan substantially as specified in Paragraph 5 within 5 days after the date of Seller's acceptance or contract is voidable at option of Sellers.

3. JCT JCB JBC DBC BPC — SEPTIC TESTS: This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department, that the Property is "SUITABLE" for a conventional ground absorption sewage system for a N/A bedroom home, or modular home. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of Nov 25, 1997.

4. ____ SITE EVALUATION: This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for ____. All costs and expenses of such soil tests shall be borne by the Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of ____.

5. ____ FLOOD HAZARD ZONE: Buyer has been advised that the property is located in an area which the Secretary of HUD has found to have special flood hazards and that it will be necessary to purchase flood insurance in order to obtain any loan secured by the property from any federally regulated financial institution or a loan insured or generated by an agency of the U.S. Government.

6. ____ APPRAISAL: The Property must appraise at a value equal to or exceeding the Purchase price or, this contract may be terminated at the option of the Buyer and all earnest monies shall be refunded to Buyer. In the event this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed no later than midnight of ____. In any event, the cost of the appraisal shall be borne by the Buyer.

7. ____ CLOSING OF EXISTING CONTRACT CONTINGENCY: The contract is contingent upon closing of an existing contract on the Buyer's real property located at ____ ____ on or before ____. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. If this contingency is not removed on or before midnight of ____ Seller may terminate this contract and all earnest monies shall be returned to Buyer.

8. ____ HOMEOWNER'S WARRANTY: ____ *agrees to purchase* a Multi-Guard Warranty (a one (1) year warranty insurance contract) at closing, the cost of which shall be included as an expense to the ____ *on the* HUD-1. Cost not to exceed $____.

9. ____ COST OF REPAIR CONTINGENCY: If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12(b) and the wood destroying insect report as described in Paragraph 12(c) of the Offer to Purchase and Contract equals or exceeds $____ Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

10. JCT 10-20-97 JCB BPC DBC — OTHER: (In accordance with North Carolina Real Estate Law. Attorney Review Recommended.)
Offer is contingent upon there being no covenant or deed restrictions that will prevent the buyer from placing a modular home on the subject premises.
10/20/97
10-20-97
JBC BPC DBC * Survey to be ordered after satisfactory soil test report

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

Buyer: Josh Taylor (SEAL) Date 10/17/97

Buyer: ____ (SEAL) Date ____

Seller: Florence C. Broome (SEAL) Date 10/20/97

Seller: Judy B. Clinton (SEAL) Date 10-20-97

Donald R. Clinton (SEAL) DATE 10-21-97
Seller

12. 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) 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 N/A. 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)(i), b (ii), b (iii) and (c) above are excluded from repair negotiations under this contract.

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

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

14. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title on or before December 29,1997, at a place designated by Buyer. The deed is to be made to Josh Taylor.

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

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

- **Seller to provide survey at sellers expense**

- **See Additional Provisions Addendum**

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

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

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

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

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

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

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

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

Buyer Josh C. Taylor (SEAL) Seller Florence C. Broome (SEAL)
SS/Tax ID# 250-59-1855 SS/Tax ID# 248-34-4240

Seller: Judy B. Clinton (SEAL) Seller Donald R. Clinton (SEAL)
SS/Tax ID# 241-90-6153 SS/Tax ID# 241-84-4491
Date: 10-20-97 Date: 10-21-97

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms her

Date 10/22/97 Firm: Allen Tate
By: Debbie Roseberry for Randy Terry

Selling Agent/Firm/Phone Debbie Roseberry for Randy Terry/Allen Tate/593-2860 Acting as ☐ Dual Agent ☒ Buyer's Agent ☐ Seller's (sub)

Listing Agent/Firm/Phone Prudential Carolinas Realty / Brenda Hester Acting as ☐ Dual Agent ☒ Seller's (sub)

Witness my hand and seal this 2nd day of December, 19 97.

Registered Land Surveyor

GREGORY S. FLOWE
LAND SURVEYOR

MAP-NOT TO SCALE

Linda H. Quick
8354 / 395

I.Pipe(F)

N 78°37'07" E
256.24'

384.46'

N 26°01'49" E 232.89'

Edgar A. T
2604 /

Donald R. Clinton
4049 / 995
0.730 Acres +/-

0.632 Acres

100.97'

234.87'

Lot 1
1.503 Acres Total

I.Pipe(F)

S 26°11'32" W 319.20'

S 26°11'32" W 310.79'

128.22'

I.Pipe(F)

Florence C. Broome
4238 / 95
1.047 Acres +/-

0.871 Acres

N 63°58'11" W
133.91'

S 58°21'26" E
115.73'

45'
30' Setback Line

Control Corner

S 22°37'05" W 300.00'

Control Corner
R/W Limit

R/W Limit
351.91'

S 17°43'40" W

Power

Camp Stewart Road

S.R. # 2808

60' Public R/W

P.K. Nail(S)

144.02'

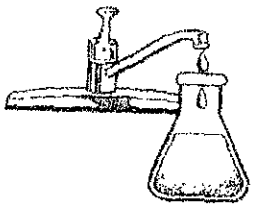
N 63°23'33" W

P.K. Nail(S) in

Rocky River Church Road

60' Public R/W

S.R. # 2810



K & W Laboratories
9331-B Albemarle Road
Charlotte, North Carolina 28227
Tel (704) 569-1800 Fax (704) 569-0054

Date 08/25/06

Client Stick Built Construction Inc.
4201 Wright Avenue
Charlotte, NC 28211

Project *Oziel Molina*
12435 Rocky River Church Rd
Charlotte, NC

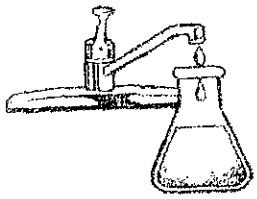
Sample Description: Drinking Water
Sample Number: E2519
Sample Date 08/25/06
Sample Time 10:41

Parameter	Results	Units	Method	Date Analyzed
Nitrate	**<1.0**	mg/l	SM4500-NO3-D	08/25/06
Nitrite	**<0.05**	mg/l	SM4500-NO2-B	08/25/06

EPA Maximum Contaminant Level
Nitrate 10 mg/l
Nitrite 1.0 mg/l

Certified By: [illegible]

NC Certification: 37767
SC Certification: 99051



K & W Laboratories
9331-B Albemarle Road
Charlotte, North Carolina 28227
Tel (704) 569-1800 Fax (704) 569-0654

2 3230
111-491-11

Date 08/23/06

Client Stick Built Construction
4201 Wright Avenue
Charlotte, NC 28211

Project Oziel Molina
12435 Rocky River Church Rd
Charlotte, NC

Sample Description:	Drinking Water		
Date Collected:	08/22/06	at	10:00
Date/Time analysis begun:	08/22/06	at	10:30
Date/Time analysis completed:	08/23/06	at	10:30

Contaminant	Method	Results
Total Coliform	Colilert	Absent
Fecal Coliform	Colilert	Absent

Lab Log # E2393

Certified By: K Reiser

NC Certification 37767
SC Certification 99051

23238

RESIDENTIAL WELL CONSTRUCTION RECORD

North Carolina Department of Environment and Natural Resources - Division of Water Quality

WELL CONTRACTOR CERTIFICATION # 2039

1. WELL CONTRACTOR:
John M Mullis
Well Contractor (Individual) Name
DL Mullis Well Drilling
Well Contractor Company Name
STREET ADDRESS 9200 Surface Hill Rd
Charlotte NC 28227
City or Town State Zip Code
704-5455694
Area code - Phone number

2. WELL INFORMATION:
SITE WELL ID #(if applicable)
STATE WELL PERMIT#(if applicable)
DWQ or OTHER PERMIT #(if applicable)
WELL USE (Check Applicable Box): Residential Water Supply ☑
DATE DRILLED 11-6-05
TIME COMPLETED 4:30 AM ☐ PM ☑

3. WELL LOCATION:
CITY: Charlotte COUNTY Meck
12313 Rocky Riverch Rd
(Street Name, Numbers, Community, Subdivision, Lot No., Parcel, Zip Code)
12435
TOPOGRAPHIC / LAND SETTING:
☐ Slope ☐ Valley ☐ Flat ☐ Ridge ☐ Other
(check appropriate box)
LATITUDE 35 14.198 N
LONGITUDE 80 37.968 W
May be in degrees, minutes, seconds or in a decimal format
Latitude/longitude source: ☑ GPS ☐ Topographic map
(location of well must be shown on a USGS topo map and attached to this form if not using GPS)

4. WELL OWNER
OWNER'S NAME Oziel Molina
STREET ADDRESS 929 Stone Throw Dr
Concord NC 28025
City or Town State Zip Code
704-369-9794
Area code - Phone number

5. WELL DETAILS:
a. TOTAL DEPTH: 200'
b. DOES WELL REPLACE EXISTING WELL? YES ☐ NO ☑
c. WATER LEVEL Below Top of Casing: 40 FT.
(Use "+" if Above Top of Casing)
d. TOP OF CASING IS / FT. Above Land Surface*
*Top of casing terminated at/or below land surface may require a variance in accordance with 15A NCAC 2C .0118.
e. YIELD (gpm): 75 METHOD OF TEST A.R

f. DISINFECTION: Type HTH Amount 1-Pt
g. WATER ZONES (depth):
From 105 To 110 From 185 To 195
From 130 To 150 From ____ To ____
From 175 To 180 From ____ To ____

6. CASING:

	Depth To	Ft.	Diameter	Thickness/ Weight	Material
From 0	92'		6"	Sch-40	P.V.C
From ____	____				
From ____	____				

7. GROUT:

	Depth To	Ft.	Material	Method
From 0	92'		Cement	pumped
From ____	____			
From ____	____			

8. SCREEN:

	Depth To	Ft.	Diameter	Slot Size	Material
From NA	NA		in.	in.	
From ____	____		in.	in.	
From ____	____		in.	in.	

9. SAND/GRAVEL PACK:

	Depth To	Ft.	Size	Material
From NA	NA			
From ____	____			
From ____	____			

10. DRILLING LOG

From	To	Formation Description
0 -	60'	Red Clay
60 -	92'	Brown Shale
92 -	176'	Green & white
		Lime Stone
176 -	200'	Blue Granite

11. REMARKS:

I DO HEREBY CERTIFY THAT THIS WELL WAS CONSTRUCTED IN ACCORDANCE WITH 15A NCAC 2C, WELL CONSTRUCTION STANDARDS, AND THAT A COPY OF THIS RECORD HAS BEEN PROVIDED TO THE WELL OWNER.

D.L. Mullis Well 11-6-05
SIGNATURE OF CERTIFIED WELL CONTRACTOR DATE

John Michael Mullis
PRINTED NAME OF PERSON CONSTRUCTING THE WELL

Submit the original to the Division of Water Quality within 30 days. Attn: Information Mgt., 1617 Mail Service Center – Raleigh, NC 27699-1617 Phone No. (919) 733-7015 ext 568.

Form GW-1a
Rev. 7/05

LD

Mecklenburg County Health Department
Groundwater & Wastewater Services
700 N. Tryon St, Suite 211
Charlotte, NC 28202
Phone: (704) 336-5103
Fax: (704) 336-6894

PERMIT TO CONSTRUCT A WATER SUPPLY WELL

Permit #: 10000196 **Tax Parcel #:** 111-491-11
Property Owner: Oziel Molina
Job Location Address:
City/ETJ: **State:** NC **Zip Code:**
Permit Issuance Date: 10/31/2005
Use of Well: Potable
Type of Facility Served by Well: House
Sewage System Type: None

Area of Regulated Groundwater Usage Restrictions Apply: YES
Replacement for Existing Well: If Yes, see requirements in Other Conditions of This Permit.

General Conditions of This Permit:

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

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

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

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

Volatile Organic Compounds (VOC's)	Semi-volatile Compounds	Metals (Specify in Other Conditions)
Pesticides	Herbicides	Other (See Below)

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

Other Conditions of This Permit:

JACKSON WALKER
Authorized Agent: Print Name
Signature:

X Oziel Molina
Owner/Legal Agent: Print Name
X Oziel Molina
Signature:

300.00
CK 10/27/05 AC

PROPOSED PLOT PLAN

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

FILE: 2323 B

TC: 111- 491- 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.

SCALE 1" = 50'

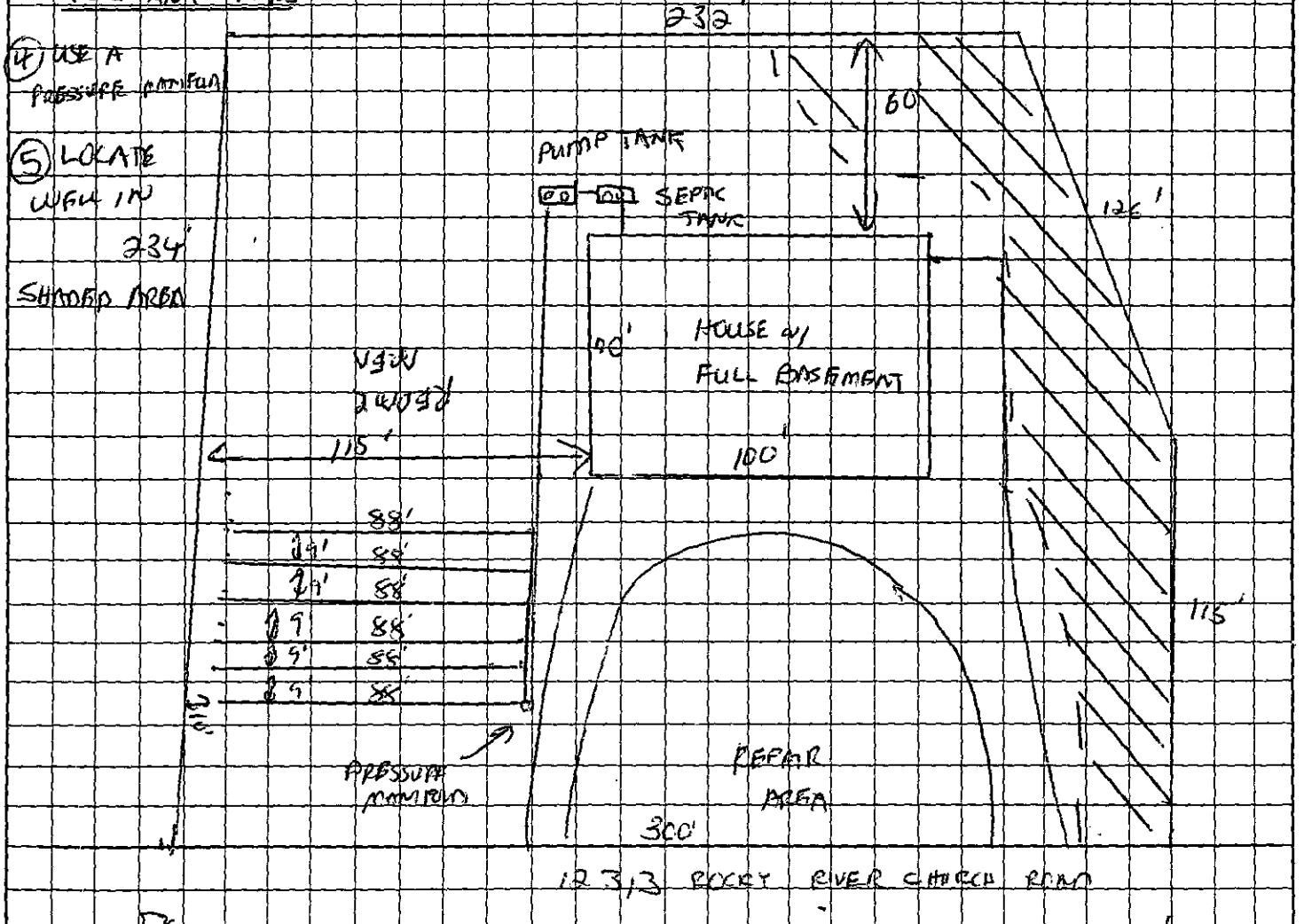
(1) DESIGN IS FOR ~~4~~ FOUR BEDROOM HOUSE W/ FULL BASEMENT.

(2) KEEP ALL DRAINLINES 25' FROM FOUNDATION BASEMENT BECAUSE OF INTERCEPTOR DRAINS.

(3) ALL PUMP SYSTEMS ARE REQUIRED BY STATE REGULATIONS TO BE INSPECTED BY THE LOCAL HEALTH DEPT. PROPERTY OWNER SHALL BE RESPONSIBLE FOR ANY FEES

(4) USE A PRESSURE MANIFOLD

(5) LOCATE WELL IN SHADED AREA



OWNER/AGENT SIGNATURE: X Robby Lane Hunter X Gail Mahan

DATE: X 10-27-05

APPROVAL DATE: 10/28/05

0734
0703

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

GWS – RES. APP 07/05

SEPTIC FEE: _____
DATE: _____
CRT [ ]

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

WELL FEE: 400.00 Cash
DATE: 10/27/05
CRT [ ] JC

App # 796 FILE # 23238

SEPTIC / TYPE APPLICATION: ☐ NONE ☒ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFY PLOT PLAN

WELL / TYPE APPLICATION: ☐ NONE ☒ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT Open

JOB LOCATION INFORMATION:

TAX/PARCEL #: 111-491-11
STREET ADDRESS: 12435 Rocky River Church Rd
CITY: CHARLOTTE
STATE: NC ZIP: 28215
SUBDIVISION OR MOBILE HOME PARK NAME: home
LOT #: 1
TOWNSHIP:

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

BUILDING INFORMATION: by Tyndall

TYPE OF BUILDING:
☐ SINGLE MOBILE HOME (S) ☐ MODULAR HOME (M)
☐ DOUBLE WIDE (D) ☐ MULTIPLE FAMILY (U)
☒ HOUSE (H) ☐ OTHER

HEATED SQUARE FOOTAGE: 2341
NUMBER OF BEDROOMS: 3 4
NUMBER OF OCCUPANTS: 3

FOUNDATION FOR RESIDENCE:
☐ CONCRETE SLAB ☒ BASEMENT WITH PLUMBING
☒ CRAWLSPACE ☐ BASEMENT WITH NO PLUMBING

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

NUMBER OF BEDROOMS TO BE ADDED: NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE:
WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☒ NO TYPE:

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

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

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

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

PROPERTY OWNER:

NAME: OZIEL MOLINA
ADDRESS: 909 STONE TROW DR
CITY: CONCORD
STATE: NC ZIP: 28025
HOME PHONE: WORK PHONE:
MOBILE PHONE: 239-0089 (704) FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

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

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY?

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

Oziel Molina 10-27-05
Owner's/Agent's Signature Date

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

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

Oziel Molina 10-27-05
Owner's/Agent's Signature Date

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

075

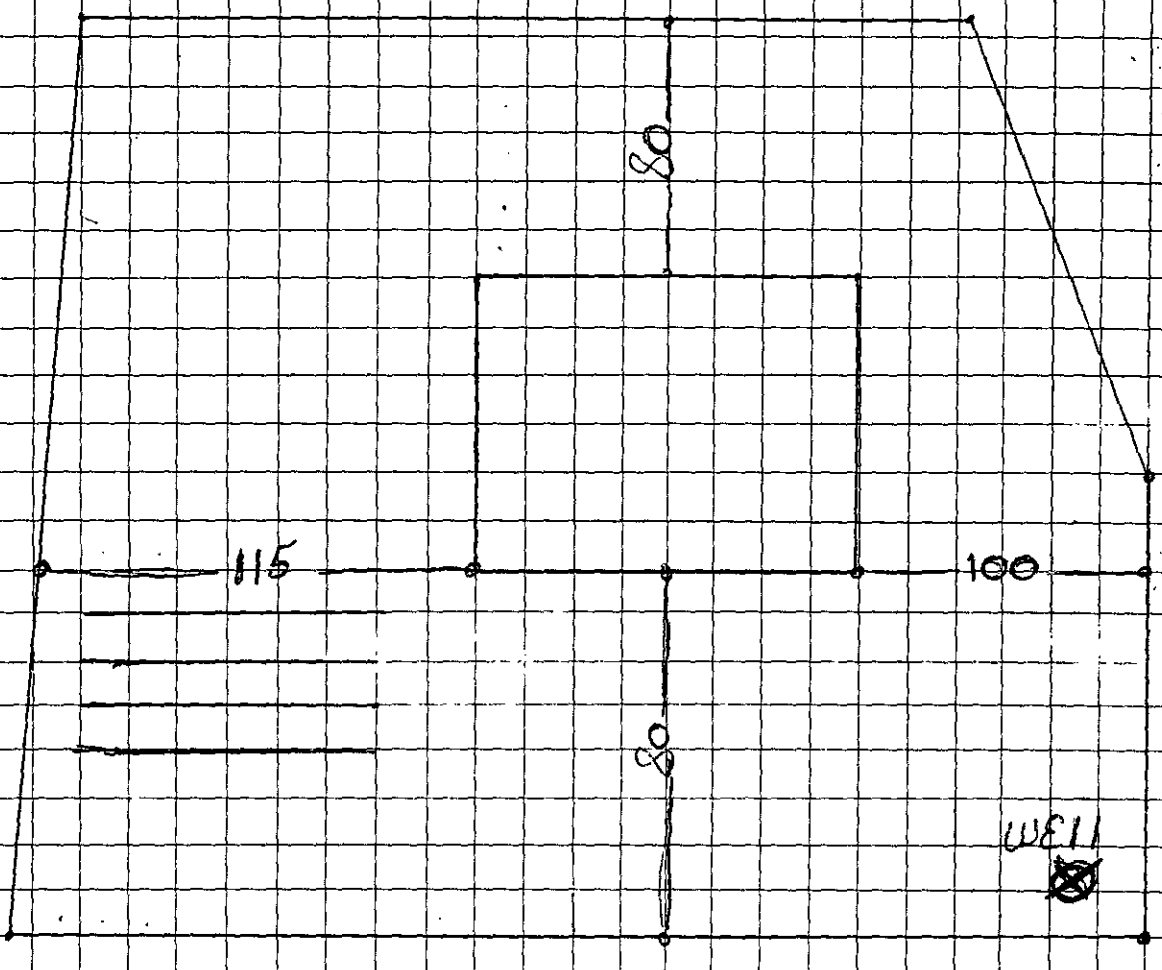
PROPOSED PLOT PLAN

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

FILE: 2323B

TC: 111-491-11

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.



Neil Malone
OWNER/AGENT SIGNATURE

DATE 10-27-05

APPROVAL DATE _____

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

Date:10/31/2005
Reviewed By:_DFT___

MECKLENBURG COUNTY

Land Use & Environmental Services Agency
Groundwater & Wastewater Services

ARGU Review Worksheet

Job Location Information

Tax Parcel ID #: 111-231-67 File # 5298B

Street Address: 13206 Graymist Drive

Contamination Site Information

(If more than one contamination site is within 2000 feet of the job location, fill out a separate review worksheet for each contamination site)

Tax Parcel ID #: 111-271-17 MPL # 1080

Street Address: 12200 Rocky River Church Road, Charlotte

DENR Incident #: 24001

Current Status: Remediation Why? Groundwater excess of 2L Std. State required remediation.

Responsible Party: R.D. Worley

Responsible Party Contact Info: 12200 Rocky River Church Road
Charlotte, NC 28215

File Review

Attach the most recent extent of contamination map for each constituent above either 2L groundwater standard or Maximum Soil Contaminant Concentration (MSCC).

Benzene detected in groundwater at 5060 ppb.

Attach copies of groundwater flow maps. (Watch of seasonal change)

Attach a copy of the most recent summary table for soil/groundwater laboratory analysis
Is the source area identified in either the report text or on a site map? Attach map or if text only, indicated the location on an extent of contamination map. NO
Based on this information, answer the following questions:

Has the extent of contamination been defined or partially defined for all constituents-of-concern? NO

ARGU is a 1500-foot buffer around the maximum extent of contamination

If No, is the source area defined?

If Yes	ARGU is a 1500-foot buffer around the source area
If No	ARGU is a 1500-foot buffer around the contamination site property boundary.

Is a public water supply (other than transient or non-transient supply wells) available to the proposed job location? NO

If No	Well allowed, but construction requirements apply. Sampling requirements may apply pending hydrogeologic review.
If Yes	Is the well within the first 1000 feet of the ARGU?
If No	Well allowed, but construction requirements apply. Sampling requirements may apply pending hydrogeologic review.
If Yes	Permit denied.

Reviewer Comments: Full grouting of casing is required. Additional sampling requirements are waived based on three clean well samples collected from wells near the proposed well site. _____
_____
_____
_____.

EPIC Report for ARGU Review
12435 Rocky River Road
Tax Parcel ID # 111-491-11
File # 2323B

Public water supplied by CMU is NOT available at this site.

10/31/2005 (Monday) – Received request for ARGU review for new water supply well located at 12435 Rocky River Church Road.

08/22/2005 (Monday) – Conducted ARGU review. Identified one MPL site within 1,500 feet of the subject parcel:

MPL# 1080 Worley Property UST Site

File review of Worley Property file indicates:
NCDENR issued NOV Dec 2, 2002 requiring Risk Based Assessment and Corrective Action for a leaking UST at the site. Benzene was detected at 5060 ppb in an on-site monitoring well.

An on-site water supply well was identified at the contamination site. NCDENR collected sample from the on-site well March 2, 2005. No VOCs detected in that sample.

A Notice of Regulatory Requirements Dated Oct. 27, 2003 indicated the full extent of contamination had not yet been defined. Site is listed in NCDENR database as in remediation.

An MPL investigation was conducted by GWS staff in February 2002. Nine (9) nearby water supply wells were sampled. Zero (0) were impacted by VOCs.

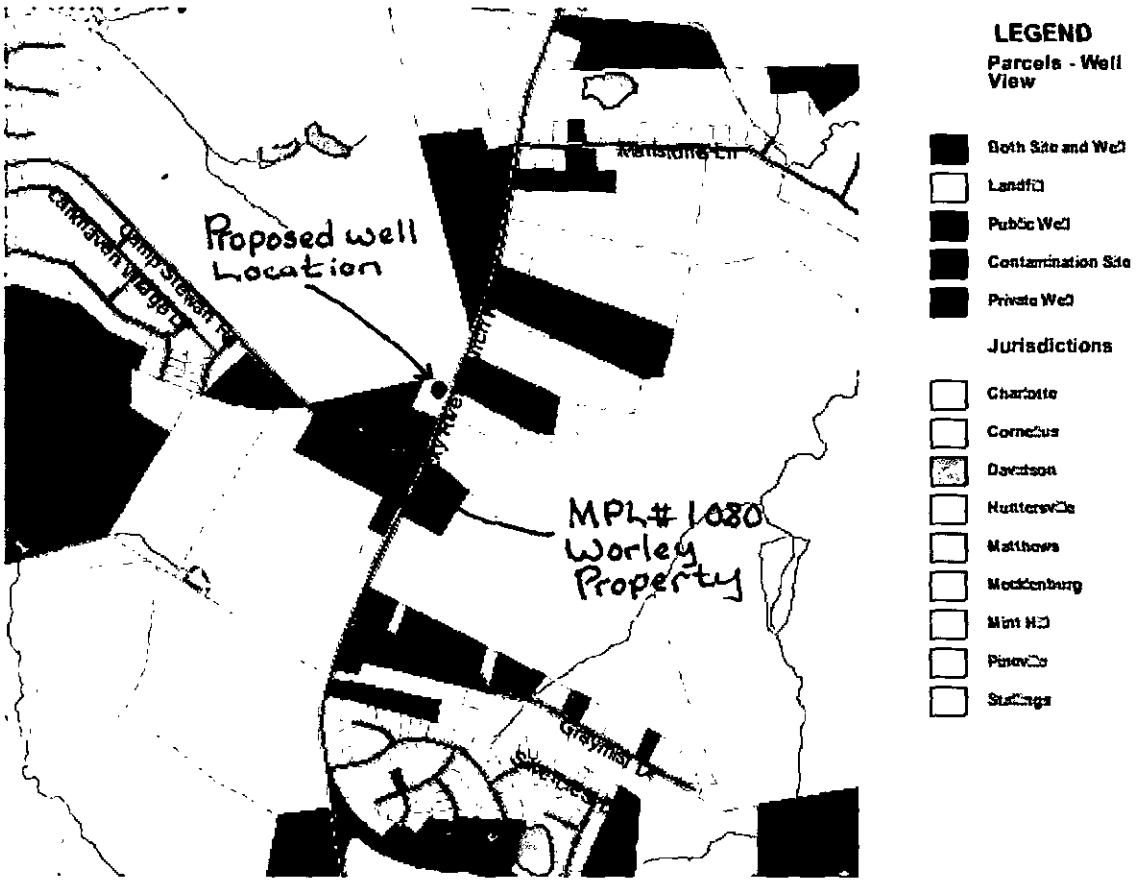
Based on this review this permit application is approved with the following conditions:

Full grouting of well casing.

NOTE: Additional sampling for VOCs is waived based on three clean well samples between release site and proposed new well.

END.

MECKLENBURG COUNTY
Well Information System



The information provided by this program is compiled from recorded deeds, plats, tax maps, surveys, elections information, and other public records and data. Users of this map data are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

1,2,3 = Wells sampled in Feb./Mar. 2002 "clean"

GROUNDWATER CONTAMINATION QUERY RESULTS

Incident #	Incident Location/Name	Address	City/Town	County	Region	Source Desc	Type Desc	Submitted Date	Incident Phase
24001	R. D. WORLEY PROPERTY	12200 ROCKY RIVER CHURCH ROAD	CHARLOTTE	MECKL	MOR	Underground Storage Tank	Gasoline	2/26/2002	RE

Number of Records: 1

GWS – RES. APP 07/05

SEPTIC FEE: _____
DATE: _____
CRT [ ]

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

WELL FEE: 400.00 Cash
DATE: 10/27/05
CRT [ ] JC

App # 196 FILE # 2323B

SEPTIC / TYPE APPLICATION: ☐ NONE ☒ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFY PLOT PLAN

WELL / TYPE APPLICATION: ☐ NONE ☒ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT Osw

JOB LOCATION INFORMATION:

TAX/PARCEL #: 111-491-11
STREET ADDRESS: 12435 Rocky River Church Rd
CITY: CHARLOTTE
STATE: NC ZIP: 28215
SUBDIVISION OR MOBILE HOME PARK NAME: home
LOT #: 1
TOWNSHIP:

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

BUILDING INFORMATION: by Tyndall

TYPE OF BUILDING:

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

HEATED SQUARE FOOTAGE: 2341
NUMBER OF BEDROOMS: 3 4
NUMBER OF OCCUPANTS: 3

FOUNDATION FOR RESIDENCE:

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

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

NUMBER OF BEDROOMS TO BE ADDED: NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE:
WILL THERE BE A HOME BUSINESS IN THE RESIDENCE? ☐ YES ☒ NO TYPE:

WATER SUPPLY:

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

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

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

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

PROPERTY OWNER:

NAME: OZIEL MOLINA
ADDRESS: 909 STONE THROW DR
CITY: CONCORD
STATE: NC ZIP: 28025
HOME PHONE: WORK PHONE:
MOBILE PHONE: 239-0089 (704) FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

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

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY?

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

Oziel Molina 10-27-05
Owner's/Agent's Signature Date

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

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

Oziel Molina 10-27-05
Owner's/Agent's Signature Date

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

0753

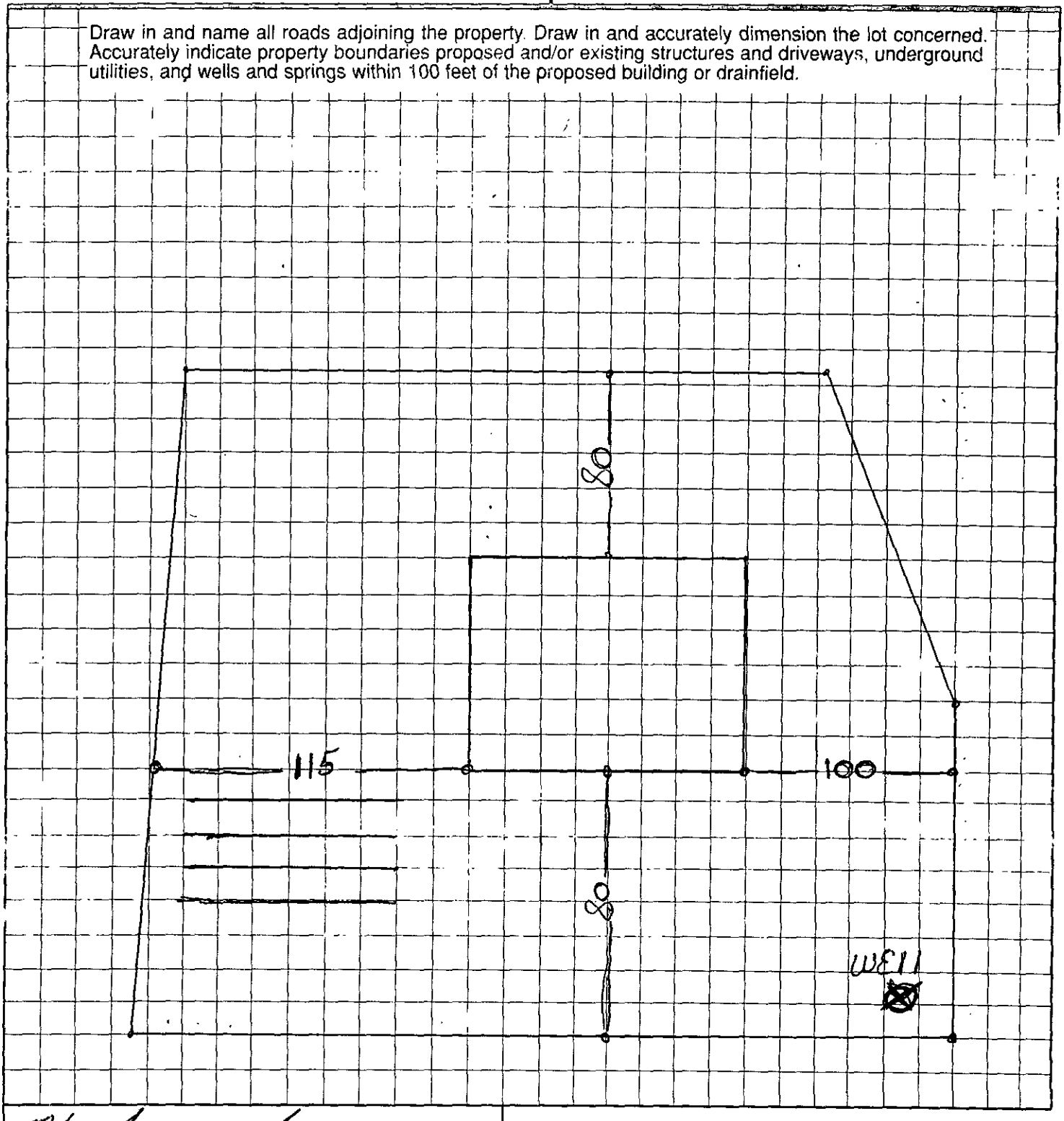
PROPOSED PLOT PLAN

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

FILE: 2323B

TC: 111-491-11

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.



OWNER/AGENT SIGNATURE

DATE 10-27-05

APPROVAL DATE _____

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