


7428 WATERVIEW DR

00142211

6/13/08

marliwr

Groundwater and Wastewater Services File Imaging Project
May 2007

*Barcode Font = IDAutomationHC39M*

# CERTIFICATE OF COMPLETION/OPERATION PERMIT

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

FILE: 10378 DATE: 9/2/04

TC: 001-422-11 ☑L ☑CRT

SERIAL 19618

Name of Owner CASTLEVIEW CONSTRUCTION Juris.:

Address of Property 7428 WATERVIEW DRIVE

**Inspection Data:**

Tank Material PCC

Total Length of Drainfield 300'

Number of Lines 4 @ 75'

Cover Depth 12"

Water Supply Source Municipal

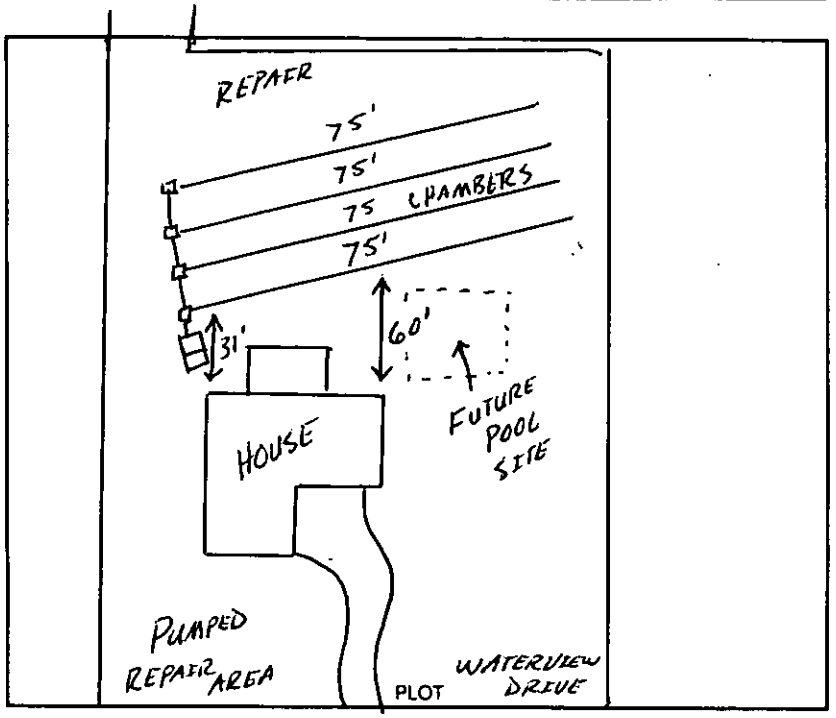
Distance to Water Source >100'

Excavation Inspected 9/2/04

Tank(s) Inspected 9/1/04

Wash Line Inspected —

High Water Alarm Inspected —




Design 1500 ST, 900 SFT, INV, CHAMBERS CTR# JOE THOMPSON

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

☒ installed or constructed ☐ altered or repaired

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

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

☐ Certificate of Completion ☒ Operation Permit

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

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

COMMENTS: THREE BEDROOM HOUSE

4 LINES x 75' X 3'

TYPE IIIg INNOVATIVE SYSTEM

Tommy Mecklin R.S.

Environmental Health Specialist

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

# INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

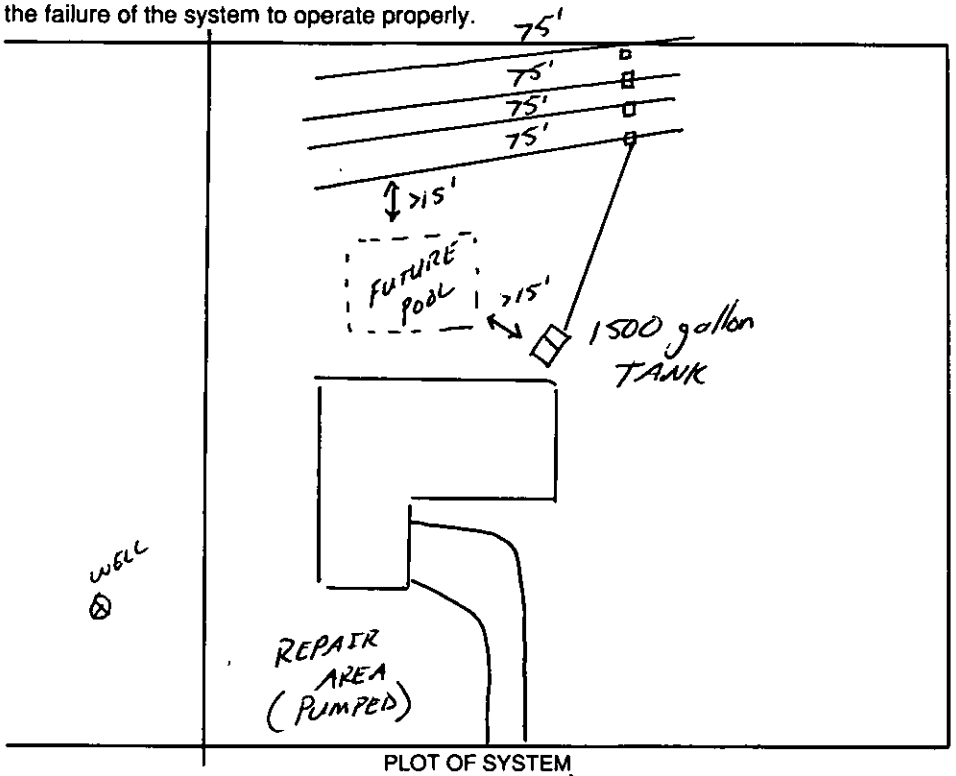
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 10378 DATE: 8/27/04

TC: 001-422-11 WL

SERIAL 19490

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 1/23/04. All work shall be completed on or before 9/27/04, 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

WATERVIEW DRIVE

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank — gallons

Tank Construction PCC

Trench Depth 36"

Absorption and/or Nitrification Lines:

Trench Width 3' feet

Trench Walls Scored and Porous yes

Total Line Length 300' feet

Number of Lines 4 x 75'

Depth of Stone — inches

Distance from House >5' feet

Distance from Property Line >10' feet

Distance from Well >100' feet

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

NAME OF OWNER CASTLEVIEW CONSTRUCTION

LOCATION OF PROPERTY 7428 WATERVIEW DRIVE

Comments: Three Bedroom House

Install 4 line x 75' x 3' w/ Drop Boxes

Type IIIg Innovative System

Tommy Mitchell R.S.
Environmental Health Specialist

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

check 8785 JKA

13376

FEE: 300.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** ACS
DATE: 12-12-04 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: _____ PERMIT NO: 10578

PARCEL NO: 001-422-11

JOB LOCATION ADDRESS: 7428 Waterview Drive
PROPERTY OWNER: Paul E. Rollins
BUILDING CONTRACTOR: Paul E. Rollins
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: Terry Wright R.S. DATE: 2/11/04
DEHNR AUTHORIZED AGENT

## AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 10578, 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: Agreement forms before CA Release

## 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.

Paul E. Rollins 2/12/04

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

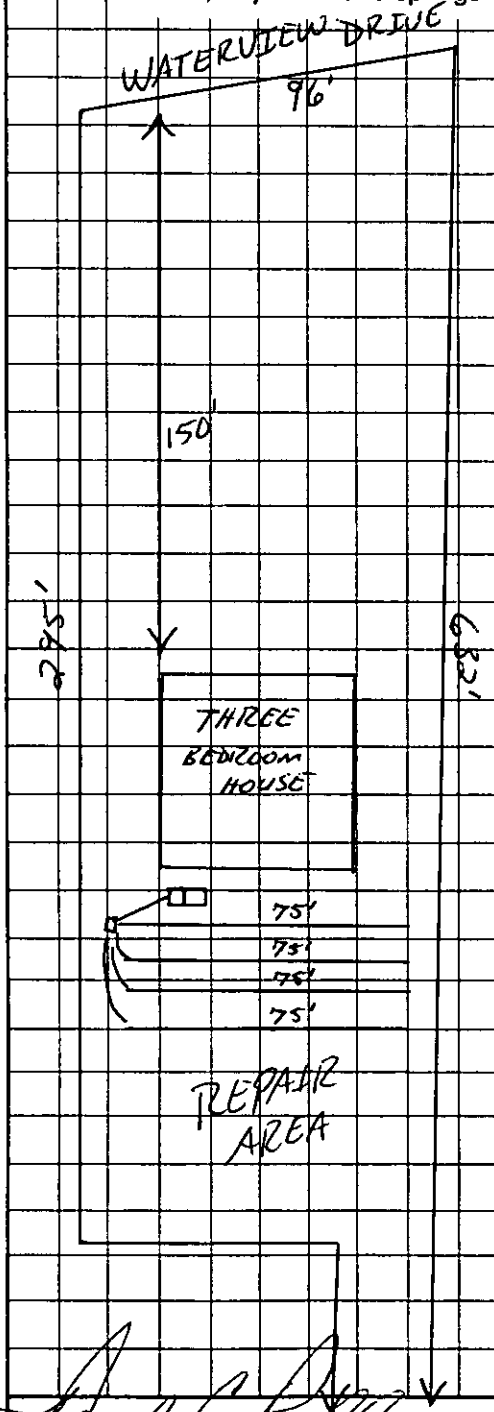
# PROPOSED PLOT PLAN

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

FILE: 10378

TC: 001-422-11

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.




Comments

→ SCALE = 1" = 50'
→ Three Bedroom House
→ 1500 gallon septic tank
→ 4 lines x 75' x 3'
→ 300 TLA
→ Type III-g Innovative System
→ 25% Reduction System

Paul E. Rollins
OWNER/AGENT SIGNATURE

DATE 2/12/04

APPROVAL DATE Jerry Mack R.S. 2/11/04

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

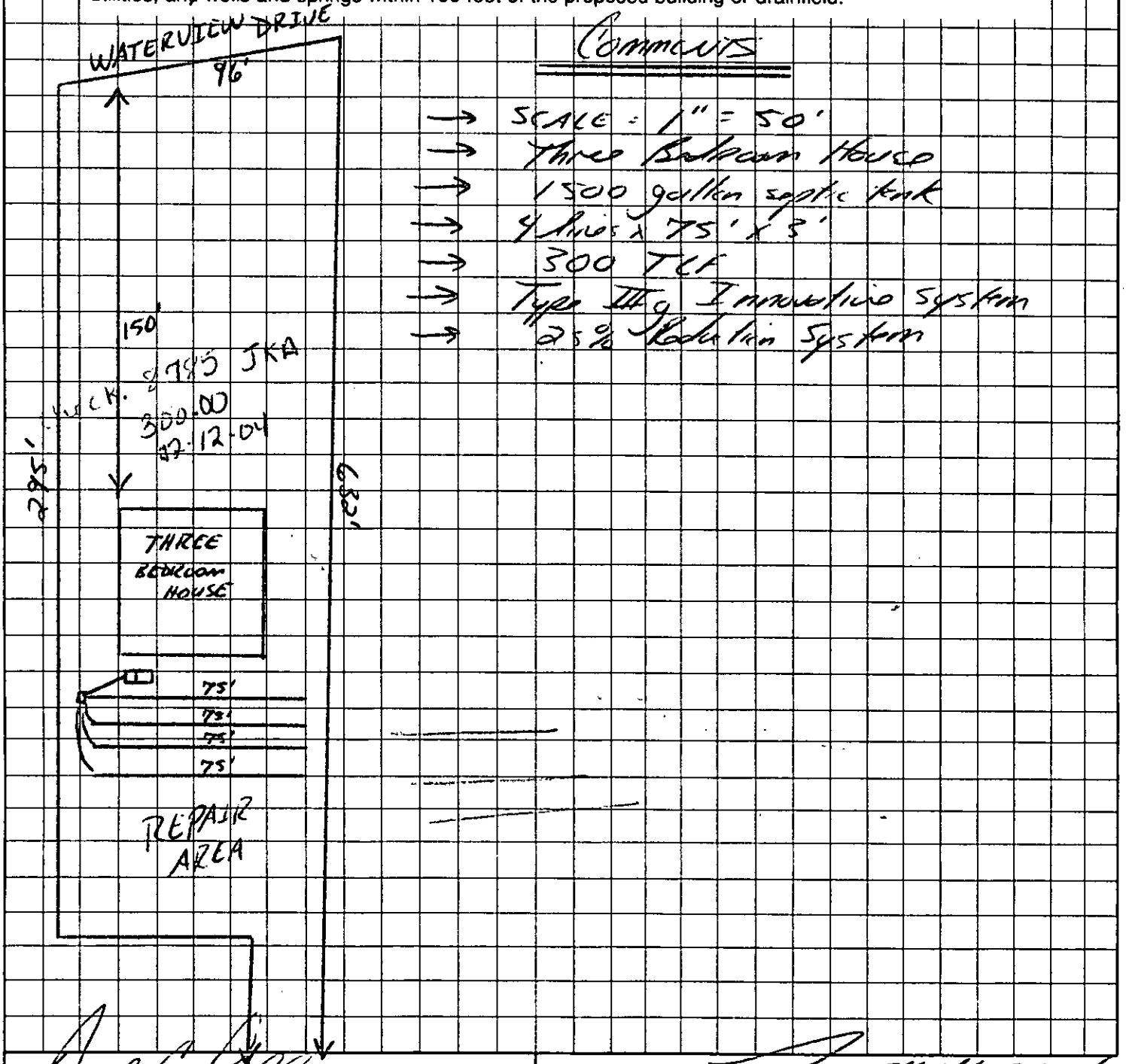
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700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 10378

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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 Paul E. Rollins

DATE 2/12/04

APPROVAL DATE Larry Mick R.S. 2/11/04

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

Permit Number: 10378 Tax Number: 001-422-11

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

| | | | |
|---|---|---|---|
| Basement | ___ Yes | ✓ No | ___ Partial Basement |
| Type Primary Wastewater System<br>Type (circle one):<br>I II (III) IV V VI | ___ Conventional<br>___ Prefabricated, permeable block panel system<br>___ Shallow Placed Conventional | ___ Low Pressure Pipe<br>___ Large Diameter Pipe<br>___ Fill<br>___ Other | ✓ Innovative or Experimental:<br>___ IWWS-93-1<br>___ IWWS-93-2<br>___ IWWS-94-1 |

| | | | |
|---|---|---|---|
| 0.3 Long-term acceptance rate | 360 Max gallons/day wastewater flow | 900 Absorption Area (sq ft) | 9' Trench spacing (min. on centers) |
| NO Serviced by private well | 1500 Gallon septic tank | 300 Total trench length (ft) | 24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions) |
| 3 Bedrooms in residence | ___ Gallon pump tank | ___ Depth of stone | |

Any surface waters present: Yes Type: Lake Norman Minimum separation distance: 50'

Site modifications required:

Additional Conditions: Agreement forms before CA Release

| | | | |
|---|---|---|---|
| Repair Area System Type<br>Type (circle one):<br>I II (III) IV V VI | ___ Conventional<br>___ Prefabricated, permeable block panel system<br>___ Shallow Placed Conventional | ___ Low Pressure Pipe<br>___ Large Diameter Pipe<br>___ Fill<br>___ Other | ✓ Innovative or Experimental:<br>___ IWWS-93-1<br>___ IWWS-93-2<br>___ IWWS-94-1 |

| | | | |
|---|---|---|---|
| 900 Absorption Area (Sq ft)<br>300 Total Trench Length (Ft) | ___ 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.

Tommy Mullen R.S. 2/11/04
DEHNR Authorized Agent Date

Paul E. Rollins 2/12/04
Owner/Agent Signature Date

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

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

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2004 MAR 26 11:47 AM
BK:16948 PG:834-837 FEE:$20.00

INSTRUMENT # 2004068884

2004068884

**STATE OF NORTH CAROLINA**

**COUNTY OF MECKLENBURG**

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

FILE # 10378
PARCEL # 001-422-11

The undersigned, John Surane, owner of property located at 7428 Waterview Drive, Cornelius NC 28031, (the "site") and described in an instrument recorded in Book 17 at Page 477, Mecklenburg Public Registry, hereby acknowledges that the undersigned applied to the Mecklenburg County Health Department (the "Department") for a permit to install a septic tank sewage disposal system on the site; that the Department evaluated the site for suitability for such a system in accordance with the regulations promulgated by the North Carolina Commission for Health Services as 15A NCAC 18A .1900 et seq.; that the Department originally classified the site as "unsuitable" pursuant to the standards set forth in the regulations; that the undersigned requested that the Department reclassify the site as "provisionally suitable" in light of the particular septic tank system proposed by the undersigned; that the Department considered various studies, data, and other information which indicate to the Department that the septic tank system proposed by the undersigned is allowed by the rules; and that the Department therefore reclassified the site as "provisionally suitable" and issued an appropriate permit for such proposed septic tank system.

The undersigned further acknowledges that the proper design, construction, operation and maintenance of such septic tank system is the responsibility of the designer, owner, developer, installer, or user of the system, as applicable, and that neither the Department nor its officials, employees, or agents warrant or guarantee that the said system installed pursuant to the permit issued by the Department will function in a satisfactory manner for any given period of time or that the Department, its officials, employees or agents assume any liability for any damages of any kind which are caused, or which may be caused, by a malfunction of such system.

The undersigned further acknowledges that the following conditions will apply to the site:

This instrument was prepared by: James Surane
Mail after recording to: PO Box 2206 Cornelius NC 28031
BJORN DEBORD

SURANE & PROSS, P.L.L.C.
19410 JETTON RD., STE. 110
CORNELIUS, NC 28031

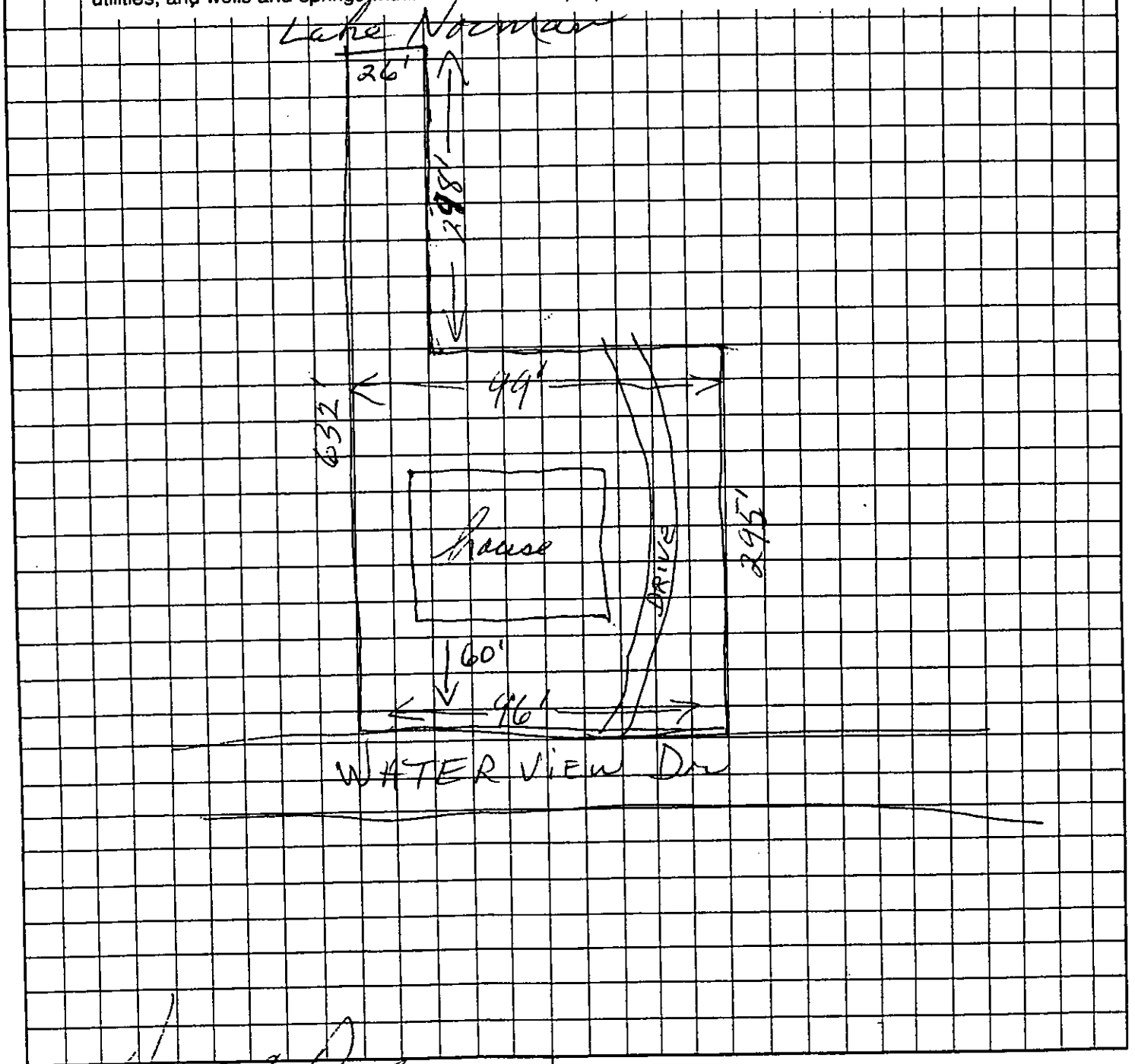
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ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
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PHONE (704) 336-5102

FILE: 10378

TC: 001-422-11

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.




Paul E. Rollins

OWNER/AGENT SIGNATURE

DATE 1/23/04

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

**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 sale 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 (Form 2A5).

James W. Sawyer, as Buyer, hereby offers to purchase and Ronald C. Knox, as Seller, 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 Huntersville, County of Mecklenburg, State of North Carolina, having and being as and that property described as Street Address: 7626 Waterview Drive, Zip: 28078; Subdivision Name: N/A Phase: 1 PIN: 00118110081; Plat Reference: Lot 11, Block or Section ____ as shown on Map 17 Page 471. $19,375 RK

2. **PURCHASE PRICE:** The purchase price is $ 116,000 and shall be paid as follows:

(a) $ 2,000.00 , **EARNEST MONEY DEPOSIT** with this offer by ☐ cash ☐ personal check ☐ bank check ☐ certified check ☐ other held in escrow by ERA KNIGHT REALTY, INC. ("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 Escrow Agent, the Escrow Agent is obligated by state law to retain said earnest money in the Escrow Agent's trust or escrow account until a written release from the parties executing this Agreement has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) $ _____ **ADDITIONAL EARNEST MONEY DEPOSIT** to be paid to Escrow Agent no later than _____. **TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE AND TIME.**

(c) $ _____ **BY ASSUMPTION** of the unpaid principal balance and 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.

(d) $ _____ **BY SELLER FINANCING** in accordance with the attached Seller Financing Addendum.

(e) $ #17,375 RK **BALANCE** of the purchase price in cash at Closing.

3. **CONDITIONS:** (Some N/A in each blank that is not a condition to this contract.)

(a) The Buyer must be able to obtain a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other _____ N/A _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: _____ N/A _____ in the principal amount equal to 80% of the purchase price (PLUS AND FINANCED VA Funding Fee or FHA MIP) for a term of 30 year(s), at an interest rate not to exceed 6.5% per annum, with mortgage loan discount points not to exceed 0.50% of the loan amount. Buyer shall apply for said loan within 20 days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before February 17, 2004 and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter 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 the letter or waiver.

(b) There shall be no restrictive, easements, zoning or other governmental regulations that would prevent the reasonable use of the property for residential purposes. ("Intended Use").

(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.

Buyer Initials JWS Seller Initials RK

1

(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 Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to execute any such cancellations following Closing.

(e) Title must be delivered at Closing by GENERAL WARRANTY DEED subject only to: 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 confirmed owners' association assessments and all governmental assessments confirmed through the date 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 listing 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 $ 0.00 per calendar year.

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 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 connected with the purchase of the Property, the amount thereof shall be $1,500.00, excluding any FHA/VA lender cost inspection costs that Buyer is not permitted to pay, but including any points 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 easements 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 agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

8. 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 liens and any cause or claim arising therefrom.

9. 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 February 28, 2004, at a place designated by Buyer. This deed is to be made to Buyer or as directed by Buyer.

**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 SYSTEMS (check only ONE):

☐ Buyer has investigated the costs and expenses to install the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts such Improvement Permit.

Buyer Initials _____ Seller Initials _____

☐ Buyer acknowledges receipt of the Improvement Permit attached hereto 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) R, 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 February 17, 2004.
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 February 20, 2004 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 borne 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 January 13, 2004 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 Sections 12 and 13 of this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property as substantially as pre-entry condition within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or 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 Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding 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:**
Buyer must have donkey access to shared lane dock. Buyer shall have (7) days from the date of the parties execution of this Contract to review the survey, restrictive covenants, deed restrictions, and home placement. If Buyer is not satisfied with any of the above, Buyer shall have the right to terminate this Contract and receive a full refund of the earnest money. This condition shall expire and become null and void unless Buyer shall have notified Seller of Buyer's decision to terminate the Contract based upon the conditions set forth herein within the (7) day period following the parties execution of this Contract.

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, successors 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 in writing and signed by all parties. Nothing contained herein shall alter any warranties

Buyer Initials _____ Seller Initials RK

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 hereto 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 signing is communicated to the offering party. 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.

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

THIS DOCUMENT MAY BE DIFFERENT THAN THE STANDARD FORM PUBLISHED BY THE NORTH CAROLINA ASSOCIATION OF REALTORS, INC. AND THE NORTH CAROLINA BAR ASSOCIATION.

IF YOU DO NOT UNDERSTAND THIS FORM 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: _____ (SEAL)
James M. Surane

SS/Tax ID# _____

Date: 1-17-04 Phone #: 895-2254

SELLER: _____ (SEAL)
Ronald C. Kerr

SS/Tax ID _____

Date: 1/19/04 Phone #: (240) 972-1919

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

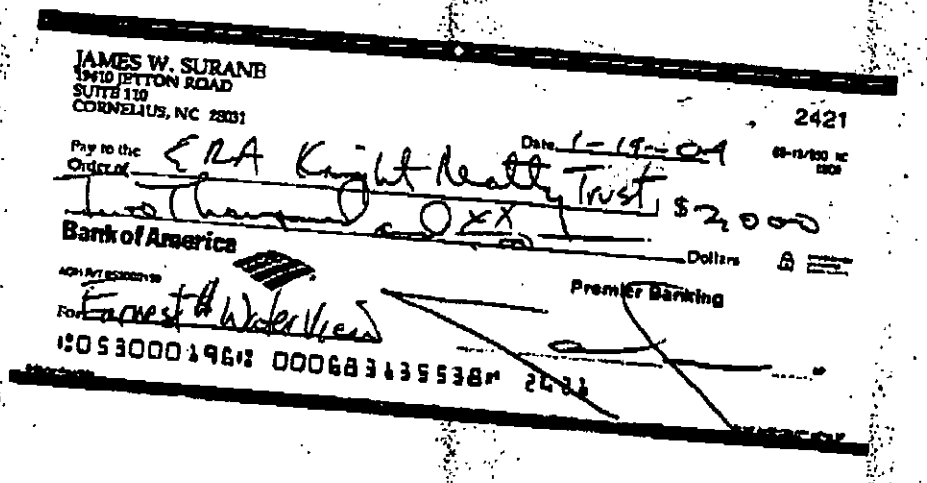
Date: 1-19-04 Firm:

By: _____
(Signature)

Selling Agent/Firm/Phone: Thruston Property Management, Inc.
Acting as X Buyer's Agent __ Seller's (sub) Agent __ Dual Agent

Listing Agent/Firm/Phone: Chuck Masterton ERA: Kuett Realty
Acting as __ Buyer's Agent __ Seller's (sub) Agent __ Dual Agent

Buyer Initials _____ Seller Initials _____



JAMES W. SURANE
19410 JETTON ROAD
SUITE 110
CORNELIUS, NC 28031

2421

Pay to the Order of ERA Knight Realty Trust Date 1-19-04 $2000

Dollars

Bank of America

Premier Banking

For Ernest & Wade Views

:053000196: 000683535538" 2421

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

Sheet: 1
Property ID: 001-422-11
Lot #:
File #: 10378
Code: 1

ACS

# SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Ronald C. Kero
Applicant: Paul E. Rollins
Address: 2209 163rd St. SE, Mill Creek, Washington 98012
Date Evaluated: 02/05/2004
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: .81a
Location of Site: 7428 Waterview Drive
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

| PROFILE # | .1940 Landscape Position/ Slope% | Horizon Depth (IN.) | SOIL MORPHOLOGY .1941 .1941 Structure/ Texture | .1941 Consistence Mineralogy | OTHER PROFILE FACTORS .1942 Soil Wetness/ Color | .1943 Soil Depth (IN.) | .1956 Sapro Class | .1944 Restr Horiz | Profile Class & LTAR |
|---|---|---|---|---|---|---|---|---|---|
| 1 | LS, 5 | 0-4 | GR/SCL | FR/SEXP/SS/SP | >42" TO SOIL WETNESS | 42 | N/A | NONE | PS, IV .3GPD/FT$^2$ |
| | | 4-26 | SBK/C | FI/SEXP/S/P | | | | | |
| | | 26-42 | SBK/SCL | FR/SEXP/SS/SP | | | | | |
| 2 | " | 0-5 | GR/SCL | " | >44" TO SOIL WETNESS | 44 | " | " | " |
| | | 5-27 | SBK/C | FI/SEXP/S/P | | | | | |
| | | 27-40 | SBK/CL | FR/SEXP/SS/SP | | | | | |
| | | 40-44 | SBK/SCL | " | | | | | |
| 3 | LS, 8 | 0-3 | GR/SCL | " | >48" TO SOIL WETNESS | 48 | " | " | " |
| | | 3-29 | SBK/C | FI/SEXP/S/P | | | | | |
| | | 29-48 | SBK/SCL | FR/SEXP/SS/SP | | | | | |
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| Description | Initial System | Repair System |
|---|---|---|
| Available Space (.1945) | PS | |
| System Type(s) | | |
| Site LTAR | .3GPD/FT$^2$ | |

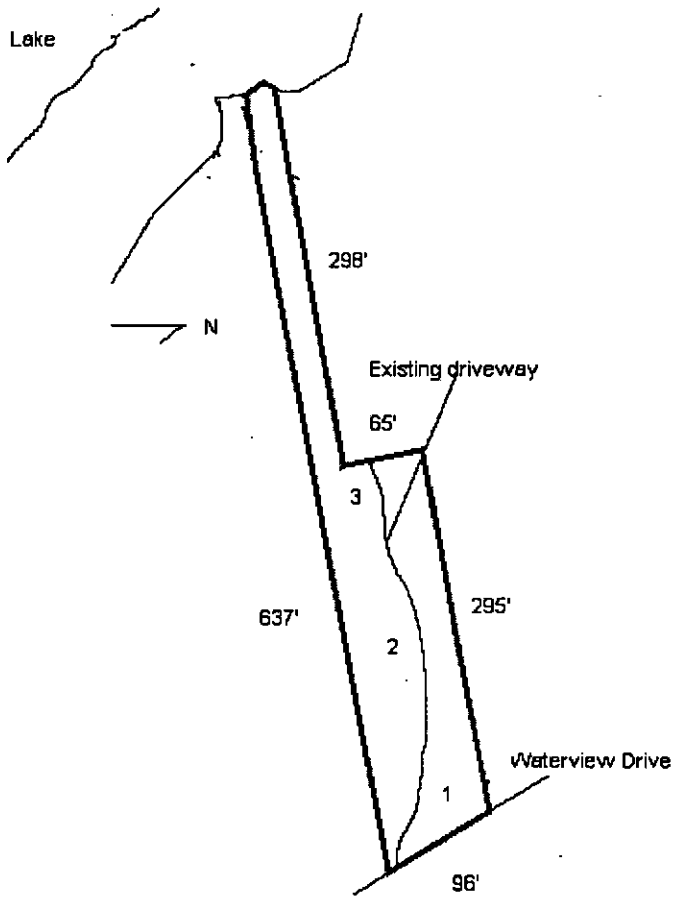
Other Factors (.1946): _____
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 2/9/2004, W. R. Marlin
Others Present:

FILE # 10378

**COMMENTS: Not 100% repair, driveway to be moved to right side of lot, pump may be needed 25 foot easement in place on right of lot**

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

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



FEE: 200.00
DATE: 1-23-04
CHECK 8155 JKA

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

[ ] CRT

TYPE APPLICATION: ✓ NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

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

Jeremy

FILE #: 10378

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 00142211

STREET ADDRESS: 7428 Waterview DR

SUBDIVISION OR MOBILE HOME PARK NAME: Cornelius

LOT NUMBER:

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 2000

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 3

CLOSING DATE _____

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:

NAME: (LAST) Kero, (FIRST) Ronald (MI) C

ADDRESS: 2209 163rd SE

CITY: Mill Crk STATE: Wash ZIP: 98012

DAYTIME PHONE: ( ) - unk

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) ROLLINS, (FIRST) PAUL (MI) E.

DAYTIME PHONE: (704) 361-7393

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: Paul E. Rollins DATE: 1/23/04

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