

8714 VAGABOND RD

13927418

5/22/08

marliwr

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

FILE NUMBER: 5325 Wrk Revised On: August 31, 2007 APPLICATION NUMBER: 2995

SEPTIC FEE: 200
DATE: 11/16/07 gc

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

WELL FEE: _____
DATE: _____

1. **SEPTIC / TYPE APPLICATION:** ☐ NONE ☑ NEW SYSTEM ☐ ALTERATION ☐ REPAIR ☐ MODIFIED PLOT PLAN

2. **WELL / TYPE APPLICATION:** ☑ NONE ☐ NEW WELL ☐ MAJOR REPAIR ☐ ABANDONMENT

3. **JOB LOCATION INFORMATION:**
TAX PARCEL NUMBER: 13927418
STREET ADDRESS: 8714 Vagabond Rd
CITY: Mint Hill
STATE: NC ZIP: 28227
SUBDIVISION NAME: Butterfield
LOT #: 27 LOT SIZE (acres): 0.447
TOWNSHIP:
☑ 0-MECKLENBURG ☐ 3-CORNELIUS ☐ 6-HUNTERSVILLE
☐ 1-CHARLOTTE ☐ 4-PINEVILLE ☐ 7-MINT HILL
☐ 2-DAVIDSON ☐ 5-MATTHEWS

4. **BUILDING INFORMATION:**
BUILDING TYPE:
☐ SINGLE MOBILE HOME ☐ MODULAR HOME
☐ DOUBLE WIDE ☐ MULTIPLE FAMILY
☑ HOUSE ☐ OTHER _____
HEATED SQUARE FOOTAGE: 1500
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 4
FOUNDATION TYPE:
☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☑ CRAWL SPACE ☐ BASMENT WITH NO PLUMBING

5. **IF PLANNING TO EXPAND OR ALTER THE EXISTING SYSTEM PLEASE COMPLETE THE FOLLOWING SECTION:** ☑ N/A
NUMBER OF BEDROOMS TO BE ADDED: _____ NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE: _____

6. **WATER SUPPLY:** ☐ MUNICIPAL ☐ PUBLIC WELL ☑ PRIVATE WELL ☐ SHARED WELL ☐ SPRING

7. **PROPOSED USE OF WELL:** ☐ N/A ☐ IRRIGATION ☑ POTABLE ☐ GEOTHERMAL ☐ OTHER

8. **PLEASE INDICATE AND RANK DESIRED SEPTIC SYSTEM TYPE(S) IN ORDER OF PREFERENCE** *(1-MOST DESIRED 5-LEAST DESIRED):*

☐ ANY TYPE ☑ CONVENTIONAL ☐ ACCEPTED ☐ INNOVATIVE ☐ ALTERNATIVE ☐ OTHER _____

8A. **RANK:** ____ ____ ____ ____ ____

9. **DO ANY OF THE FOLLOWING APPLY TO THE PROPERTY IN QUESTION? IF "YES" PLEASE ATTACH SUPPORTING DOCUMENTATION.**

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☑ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☑ NO
EXISTING WASTEWATER (SEPTIC) SYSTEMS	☐ YES	☑ NO	JURISDICTIONAL WETLANDS	☐ YES	☑ NO
WELLS, SPRINGS, OR WATER LINES	☐ YES	☑ NO	APPROVAL REQUIRED BY ANY OTHER PUBLIC AGENCY	☐ YES	☑ NO
EASEMENTS OR RIGHT-OF-WAYS	☐ YES	☑ NO	WASTEWATER OTHER THAN DOMESTIC SEWAGE	☐ YES	☑ NO

10. **PROPERTY OWNER:**
NAME: Raymond + Barbara Bradley
ADDRESS: 3909 Sycamore Dr
CITY: Charlotte
STATE: ZIP: 28226
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

11. **OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:**
NAME: Yuliya Ilnitskaya
ADDRESS: 7300 whitmire ln
CITY: Charlotte
STATE: NC ZIP: 28227
HOME PHONE: 704-451-4780 WORK PHONE:
MOBILE PHONE: 704-451-4780 FAX: 704-573-7734

12. **WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?** _____
13 **WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY?** _____

14. **SEPTIC SYSTEM PERMIT APPLICATION SIGNATURE SECTION:**
If the information in this application is falsified, changed, or the site is altered, then the Improvement Permit and Authorization to Construct shall become invalid. I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed. The permit is valid for either 60 months or is non-expiring depending upon the documentation submitted: complete site plan = 60 months, complete plat = non-expiring.

[signature] 11-16-07
Property Owner's or Owner's Legal Representative Signature Date

15. **WELL PERMIT APPLICATION SIGNATURE SECTION:**
If the information in this application is falsified, changed, or the site is altered, then the Well Permit shall become invalid. I have read this application and certify that the information provided herein is true, complete and correct. Authorized county and state officials are granted right of entry to conduct necessary inspections to determine compliance with applicable laws and rules. I understand that I am solely responsible for the proper identification and labeling of all property lines and corners and making the site accessible so that a complete site evaluation can be performed. The permit is valid for a period of 12 months from the date of issuance.

_____
Property Owner's or Owner's Legal Representative Signature Date

☐ SURVEY PLAT TO SCALE SUBMITTED ☐ SCALED SITE PLAN SUBMITTED ☐ UN-SCALED SITE PLAN SUBMITTED

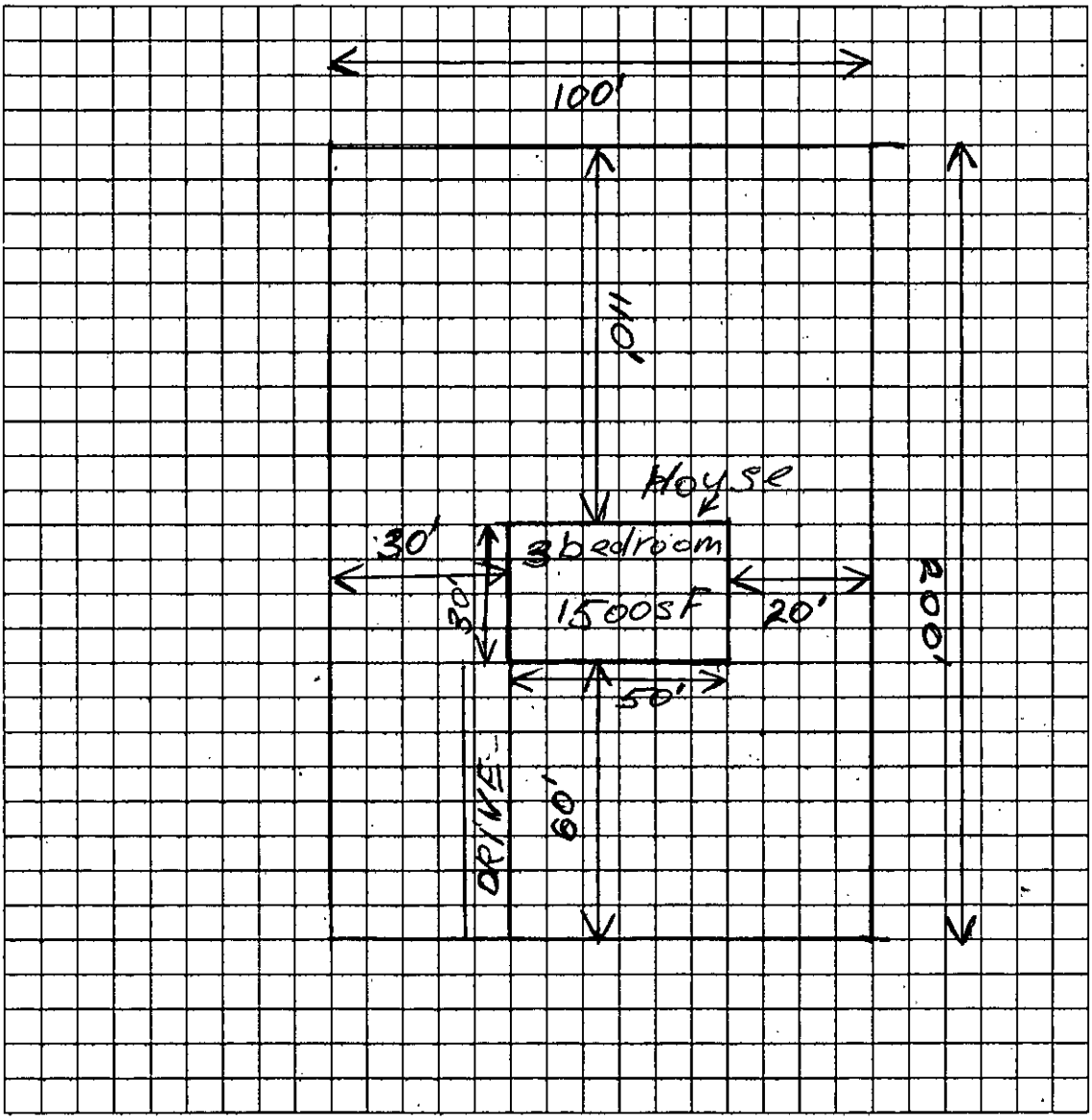
MECKLENBURG COUNTY-GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211, CHARLOTTE, NC 28202 PHONE: (704) 336-5103 FAX: (704) 336-6894

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 # 5325
Date

PROPOSED 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. If this a repair indicate the type of repair.



Owner/Agent Signature	
Date	11-16-07

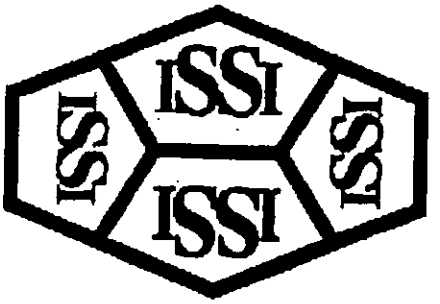
LBC 12/15/04

8714 Vagabond RD

David C

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5325



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ISSI Operations Center Staff

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and will not subdivide. It should not be used to sell subdivided property that has not been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller or 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-T) with the New Construction Addendum (Form 2AD-T).

Gennady Arkhov and Yuliya Khristenko

as Buyer, hereby offers to purchase and

RAYMOND W. BRADLEY, III and BARBARA BRADLEY BLAKE

as Seller, upon acceptance of this offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereinafter referred to as the "Property"), under the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Mint Hill NC 28227, County of Mecklenburg, State of North Carolina, having thereon the said street particularly described as: Street Address 8714 Vagabond RD Parcel 13927402 Zip 28227 (NOTE: Commercial authority may use parcel, or tract designation, and does not mail delivery may differ from address shown.) Subdivision Name Bradford Pl Plat Reference: Lot N/A, Block or Section —, as shown on Plat Book or Slide: —, at Page(s) —, (Property acquired by Seller in Deed Book —, on Page —.)

OR ☐ A portion of the property in Deed Reference: Book 13562 Page No. 987, Mecklenburg County (NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, 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 within the subdivision, if applicable. If the Property is subject to regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure And Addendum (standard form 2A12-T) prior to signing this Offer to Purchase and Contract and making it an irrevocable offer.)

2. **PURCHASE PRICE:** The purchase price is $ 29,000.00 and shall be paid in U.S. Dollars. Should any check or other funds paid by Buyer be dishonored for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall 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 First South Real Estate ("Escrow Agent"); said deposit to be credited, as agreed upon, to Buyer's closing costs or otherwise disbursed. In the event (1) this offer is not accepted, or (2) any of the conditions herein are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture 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, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the earnest money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

☒ **(CHECK IF APPLICABLE) THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT, AND THAT ANY INTEREST EARNED THEREON SHALL BELONG TO THE ESCROW AGENT IN CONSIDERATION OF THE EXPENSES INCURRED IN MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.**

(b) $ 0, (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than —, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) $ 0, OPTION FEE in consideration of extension of Due Diligence Period as set forth in paragraph 13. If Alternative 2 is applicable, this fee is to be paid to Seller on the Effective Date as set forth in paragraph 22. (NOTE: If Alternative 2 applies, then do not insert "N/A," or leave blank.)

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Buyer initials GA YC

Page 1 of 8 Seller initials BB

(b) $ 0 , 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 as described, with the attached Loan Assumption Addendum.
(c) $ 0 , BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(d) $ 29,500.00 , BALANCE of the purchase price in cash at Closing.

3. **LOAN CONDITION:**
(a) If, 6pm, Buyer does not be able to obtain a ☒ Conventional ☐ Other: _____ loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of $ 17,500.00 for a term of 10 years), at an initial interest rate not to exceed 7.5 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount, ("Loan"),
(b) **Loan Obligations:** The Buyer agrees to:
(i) Make written application for the Loan, authorize any required appraisal and pay any necessary fees within 10 days after the Effective Date.
(ii) Promptly furnish Seller written confirmation from the lender of having applied for the Loan.
If Buyer fails to furnish Seller written confirmation from the lender of having applied for the Loan, Seller may make written demand for compliance. If Buyer does not furnish Seller written confirmation from the lender of application within five (5) days after such demand, then Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not received prior written evidence of the application or a waiver of the Loan Condition, and all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 14 for damage to the Property. Buyer further agrees to:
(iii) Pursue qualification for and approval of the Loan diligently and in good faith;
(iv) Cooperate and promptly provide requested documentation to lender.
(c) **Inability to Obtain Loan Approval:** If Buyer has complied with Buyer's Loan Obligations (iii) and (iv) above, then within 30 days after the Effective Date (or any agreed-upon extended time as described) **TIME BEING OF THE ESSENCE**, Buyer shall have the right to terminate this contract for inability to obtain Loan approval by delivering to Seller written notice of termination. If Buyer has made delivered such notice, this contract shall be null and void and all Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Thereafter, if Buyer fails to close timely upon receiving an affirm the Loan, then all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 14 for damage to the Property. **WARNING:** Buyer is advised to consult with Buyer's lender to assure that the expiration of days allowed for Buyer to obtain the Loan is sufficient to allow Buyer's lender time to take all reasonable steps necessary to provide timely loan approval.)

4. **FLOOD HAZARD DISCLOSURE/ACQUISITION** (Choose ONE of the following alternatives)
☐ To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.
☒ To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that the Property is located partly or entirely within a designated Special Flood Hazard Area according to the current FEMA flood map, or at this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller, and all Earnest Money shall be refunded to Buyer.

5. **OTHER CONDITIONS:**
(a) There must be no restrictions, covenants, easements or other governmental regulations that would prevent the reasonable use of the Property for Residential Building. purposes ("Intended Use").
(b) 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.
(c) The Property must appraise at a value equal to or exceeding the purchase price or, at the option of Buyer, this contract may be terminated and all earnest money shall be refunded to Buyer, even if the Loan Conditions has been waived as provided in paragraph 3.

If this contract is NOT subject to a financing contingency, appraisal or appraisal, Buyer shall deliver to Seller the appraisal completed on or before December 15, 2005
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and released by Seller prior to or at Closing such that conditions may be promptly obtained following Closing. Seller shall cooperate to obtain any such cancellations following Closing.
(e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise agreed 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 normal residential 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: NOTE:** For purposes of this agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency on or before assessment for the purpose(s) stated, whether or

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Buyer's Initials GP JLC
Seller's Initials GP

are not to be fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. 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 (insert "None" or the identification of such assessments, if any):

_____

Unless otherwise agreed, Seller shall pay all 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 disclosed by Seller herein, if any.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties in good at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All fees having periodic, 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 _____. Unless otherwise agreed, Buyer shall pay any fees required by owners' association documents for owners' association for payment or promises and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or assessment fee imposed by the owners' association.

8. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and the preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay the 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. Seller shall pay at Closing $ 0 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

9. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date all title documents in possession of or available to Seller, including but not limited to: title insurance policies, surveys, copies of all title exceptions, deeds, leases and deeds of trust and easements affecting on 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.

10. **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 on the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all liens there may exist or claim arising therefrom.

11. **CLOSING:** Closing shall be defined as the date and time of recording of the deed and shall be on or before December 28, 2007 (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before the Closing Date in a prompt and timely manner. The deed is to be made to _____.

Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply if either party is unable to close on the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the Closing Date agreed upon in writing, in which to close without payment of interest. Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready, willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than sixty (60) days from the last agreed-upon extension of the Closing Date, however, then the non-delaying party shall have the unilateral right to terminate the contract and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-breach

CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

12. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, improvements, tree removal or other such activities may be done before possession is delivered. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

13. **PROPERTY INSPECTION/MARKETING ITEMS:** (Choose ONLY ONE of the following alternatives):

☐ **ALTERNATIVE 1:**
(a) Well, Water, Utilities And Environmental Contingency: This contract is contingent upon Buyer obtaining assurance that (i) the well is potable for Buyer's intended Use, (ii) utilities and water are available to the Property, and (iii) there is no environmental contamination

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Due, note or requirement 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 Contract Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ n/a _____ that this condition cannot be satisfied, *TIME BEING OF THE ESSENCE*.

(b) Sewer System. (check only ONE.)

☐ Buyer has investigated the cross the contract to install the sewer system approved by the Improvements Permit attached hereto as Exhibit A and hereby approves and accepts said Improvements Permit.

☐ Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvements Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting an alternative, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Contract Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied, *TIME BEING OF THE ESSENCE*.

☒ This contract is contingent upon ☒ Buyer ☐ Seller ("Responsible Party") obtaining an Improvements Permit or written evaluation from the County Health Department ("County") for a (check only ONE) ☒ conventional or ☐ other _____ ground absorption sewage system for a _3_ bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless otherwise agreed. In any event Seller, by no later than *November 26, 2007* shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Permit or written evaluation. If the Improvement Permit or written evaluation from the County cannot be obtained by *December 7, 2007* (date), either party may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

☐ Buyer has investigated and approves the availability, costs and expenses to connect to a ☐ public or ☐ community sewer system.

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

☐ ALTERNATIVE 2: *This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid the Option Fee.*

(a) Property Investigation with Option to Terminate: In consideration of the sum set forth in paragraph 2(C) paid by Buyer to Seller (the Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to investigate this contract for any reason or no reason, whether related to the physical condition of the Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. on _____ n/a _____. *TIME BEING OF THE ESSENCE* (the "Option Termination Date"). At any time prior to Closing, Buyer shall have the right to inspect the Property at Buyer's expense. Buyer is advised to have all inspections of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the Option Termination Date.

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, *TIME BEING OF THE ESSENCE*, this contract shall become null and void and all earnest monies received in connection herewith shall be refunded to Buyer; however, the Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Notice to Seller prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of the Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraph 4, 6 or 9 above. The Option Fee is non-refundable, is not part of any earnest monies, and will be credited to the purchase price at Closing.

(c) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

14. **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 and evaluating the Property, and performing the tests and inspections permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors. 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 Seller's negligence or willful acts or omissions.

15. **OTHER PROVISIONS AND CONDITIONS:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. PENCIL ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. (NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

☐ Additional Provisions Addendum (Form 2A11-T)
☐ Back-Up Contract Addendum (Form 2A1-T)
☐ Contingent Sale Addendum (Form 2A2-T)
☒ FHA/VA Financing Addendum (Form 2A4-T)
☐ OTHER: *Agent is the father of the buyer*
☐ Lead-Based Paint Addendum (Form 2A6-T)
☐ Owners' Association Disclosure And Addendum (Form 2A12-T)
☐ Seller Financing Addendum (Form 2A5-T)

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Buyer initials GPE

16. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller.

17. **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.

18. **TAX-DEFERRED EXCHANGE:** In the event Owner or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision. (NOTE: If Alternative 2 under paragraph 11 of this contract will apply, the above should also pertain concerning the vacation of the Option Fee.)

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 his/her or his/her company as contained in any listing agreement, buyer agency agreement, or any other agency agreements between them.

22. **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. Any written notice or written confirmation in connection with the transaction contemplated by this contract may be given to a party or a party's agent by sending or transmitting it to the mailing address, postal address or fax number set forth in the "Notice Address" section below. 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 may be signed in multiple originals, all of which together constitute one and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

Buyer ☐ has ☒ has not made an earnest money contribution at the Property prior to the drafting of this 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 CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

Gennadiy Rzhakov 11-13-07

SELLER Gennadiy Rzhakov DATE 11-13-07 (SEAL)

SELLER Barbara Bradley Blake DATE 11-15-07 (SEAL)

Ray S. Bradley III 11-19-07

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICES CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:
Mailing Address: 7300 Whitewater Ln
Charlotte NC 28227
Buyer Fax:

SELLER NOTICE ADDRESS:
Mailing Address: 5970 FAIRVIEW RD, SUITE 814
CHARLOTTE, NC 28210
Seller Fax:

This form jointly approved by: North Carolina Association of REALTORS®, Inc. and North Carolina Bar Association
STANDARD FORM 12-T Revised 7/2007 © 7/2007

Buyer E-Mail Address: _____ Seller E-Mail Address: _____

BUYER'S AGENT NOTICE ADDRESS: LISTING AGENT NOTICE ADDRESS:

Mailing Address: 7300 Whitewire Ln Mailing Address: 5970 FAIRVIEW RD. SUITE 414
Charlotte NC 28227 CHARLOTTE, NC 28210
Selling Agent Phone: 704-573-7734 Listing Agent Fax#: 704-552-2533
Selling Agent E-mail Address: Diego@firstsource Listing Agent E-mail Address: lonna.royal@c-realestate.com
Selling Agent Phone#: 704-989-2849 Listing Agent Phone#: 704-552-5933

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

Date: _____ From: FIRST SOURCE REAL ESTATE, INC.

By: _____
(Signature)

Individual Selling Agent Signing: 25.2004
Firm Name: Wineseller Realty Group Inc
Acting as ☒ the BUYER Agent ☐ Seller's Subagent ☐ Dual Agent

Individual Listing Agent Signing: JON MASKY/229155
Firm Name: FIRST SOURCE REAL ESTATE, INC.
Acting as ☒ Seller's Subagent ☐ Dual Agent

This form jointly approved by North Carolina Bar Association, North Carolina Association of REALTORS, Inc.
REVISED 99
(Translations of Some Text Appear Verbatim in Spanish)
Each AGENT Should Read This Agreement Carefully.
Buyer Initials: _____ Seller Initials: _____