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5/22/07

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Groundwater and Wastewater Services File Imaging Project
May 2007
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#2127

FILE NUMBER: 4696A

Revised On: January 3, 2007

APPLICATION NUMBER: _____

SEPTIC FEE: _____
DATE: _____

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: 217-012-07
STREET ADDRESS: 15000 Majestic Oak Dr
CITY: Charlotte
STATE: NC ZIP:
SUBDIVISION NAME: Royal Oaks
LOT #: LOT SIZE (acres): 1.89 AC
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: @ 5000 sq ft. HLA
NUMBER OF BEDROOMS: 5-6
NUMBER OF OCCUPANTS:
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 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: Stanley + Venetia St. Vilus
ADDRESS: 3707 Sipes Ln
CITY: CHLT
STATE: NC ZIP: 28269
HOME PHONE: WORK PHONE:
MOBILE PHONE: (704) 942 0155 FAX:

11. OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:
NAME:
ADDRESS:
CITY:
STATE: ZIP:
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

12. WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 5/2005

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.

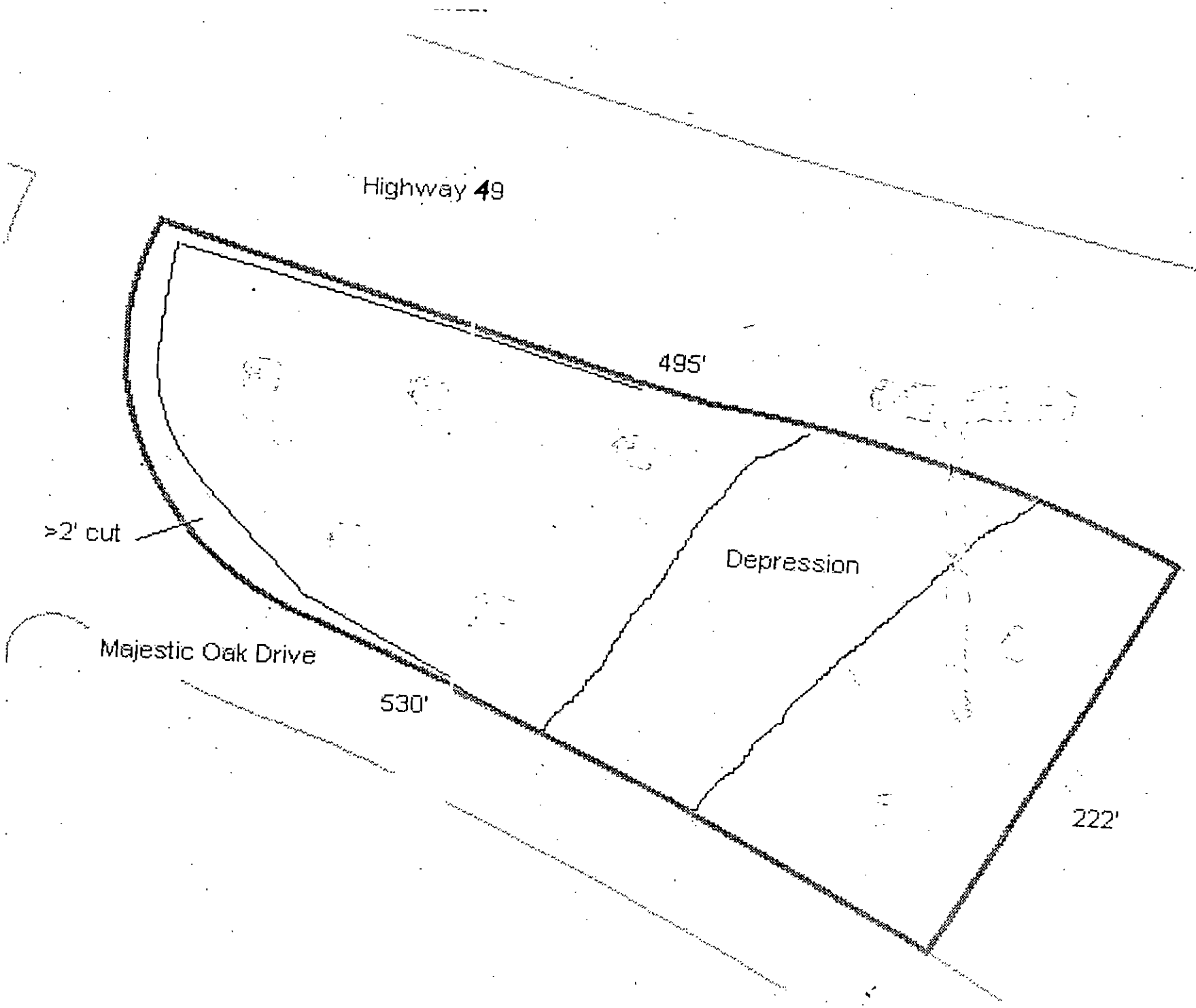
Property Owner's or Owner's Legal Representative Signature 3/14/07 Date

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

Scale 1"=60'



December 4, 2008

File: 4690A
Application: 2127
Location: 15000 Majestic Oak Drive

Applicant has not returned my calls. Does not want to act on application.

Chris Sherrill, RS, LSS

Mecklenburg County GWS

Ld 90A
L51

David

JLA

SEPTIC FEE: 400.00
DATE: 5/2/05
CRT [ ] Check 2305

GWS – RES. APP 12/04

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:
DATE:
CRT [ ]

FILE # 46 90A

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

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

JOB LOCATION INFORMATION: N/A

TAX/PARCEL #: 217-012-07
STREET ADDRESS: 15000 Majestic Oak Dr.
CITY: CHARLOTTE
STATE: NC **ZIP:** 28278
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: 5000
NUMBER OF BEDROOMS: 6
NUMBER OF OCCUPANTS: 4

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: Bernard & Deborah Smith
ADDRESS: 1717 Old Town Ct
CITY: Charlotte
STATE: NC ZIP: 28217
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE: Buyer

NAME: Venetta St Villus
ADDRESS: 3707 Sipes Land
CITY: Clt
STATE: NC ZIP: 28269
HOME PHONE: WORK PHONE:
MOBILE PHONE: 704 650 9770 FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 5/1/2005

*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.

Venetta St Villus 4/18
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.

Venetta St Villus 4/18 N/A
Owner's/Agent's Signature Date

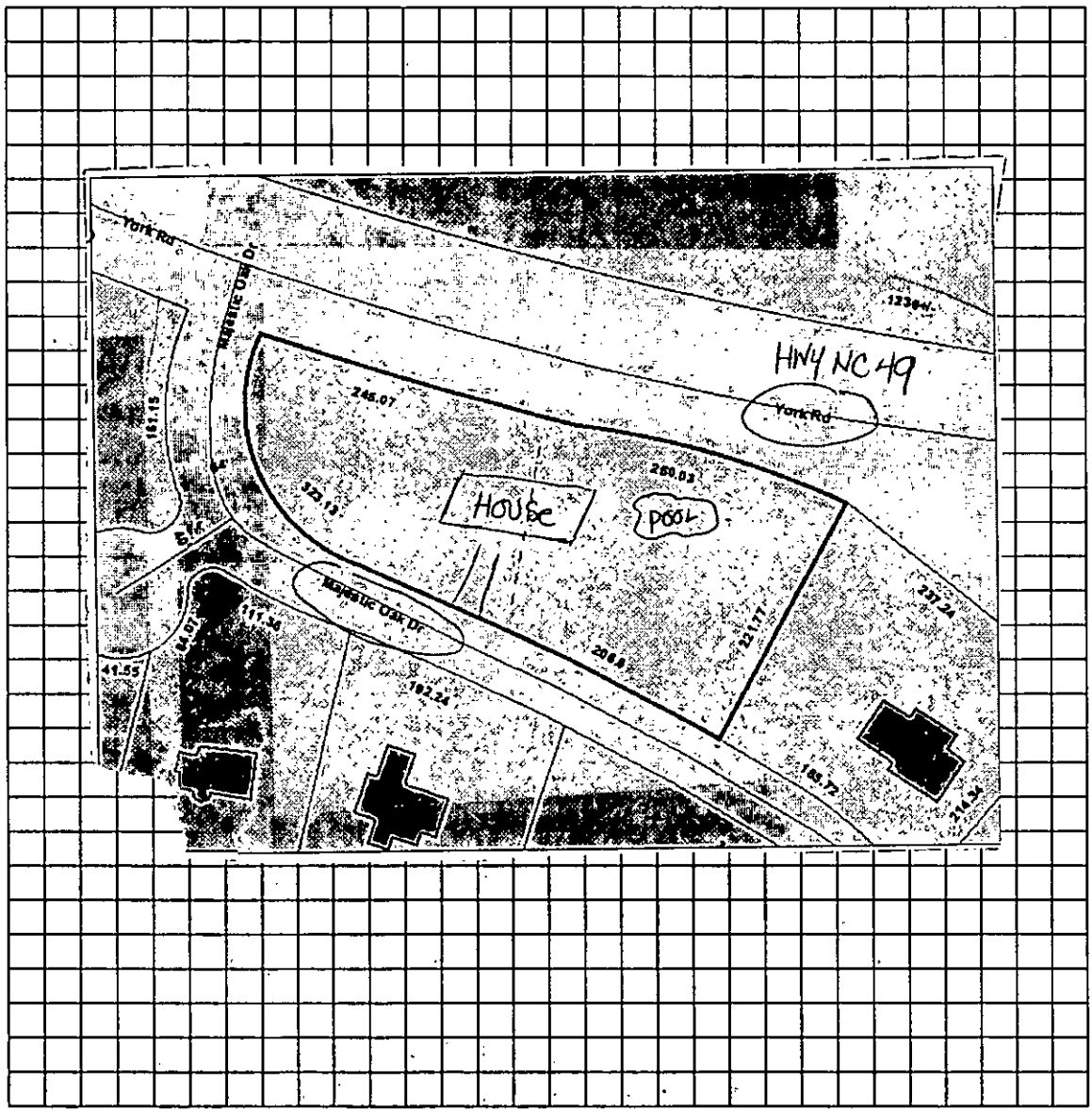
MECKLENBURG COUNTY HEALTH DEPARTMENT
GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202
704-336-5103 / FAX: 704-336-6894

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 # 4690A
Date 5/4/05

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	Penelope S. Kelly
Date	4/18/2005

LBC 12/15/04

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

Sheet: 1 of 2
Property ID # 217-012-07
Lot #: 50, 51
File #: 4690A
Code: 2

ACS

SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Bernard Smith
Address: 1717Old Town Ct., Charlotte, N. C. 28217
Proposed Facility: Residence Design Flow (.1949): 720gpd
Location of Site: 15000 Majestic Oak Drive
Water Supply: [ ] Public [x] Individual [x] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

Applicant: Venetia St. Vilus
Date Evaluated: 5/6/2005
Property Size: 1.89a
Property Recorded:

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, 15	0-5	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV
		5-48	SBK/C	FI/SEXP/S/P					.3GPD/FT^2
2	"	0-3	GR/CL	FR/SEXP/SS/SP	>49" TO SOIL WETNESS	49	"	"	"
		3-49	SBK/C	FI/SEXP/S/P					
3	LS, 20	0-7	GR/SCL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	"	"	"
		7-31	SBK/C	FI/SEXP/S/P					
		31-48	SBK/SCL	FR/SEXP/SS/SP					
4	LS, 15	0-6	GR/SCL	"	"	"	"	"	"
		6-41	SBK/C	FI/SEXP/S/P					
		41-48	SBK/SCL	FR/SEXP/SS/SP					
5	LS, 5	0-5	GR/SCL	"	"	"	"	"	PS, IV
		5-48	SBK/ABK/C	FI/SEXP/S/P					.275GPD/FT^2
6	"	0-4	GR/SL	FR/SEXP/NS/NP	>48" TO SOIL WETNESS	"	"	"	"
		4-12	SBK/SCL	FR/SEXP/SS/SP					
		12-48	SBK/ABK/C	FI/SEXP/S/P					
7	"	0-9	GR/SL	FR/SEXP/NS/NP	"	"	"	"	"
		9-48	SBK/ABK/C	FI/SEXP/S/P					

Description	Initial System	Repair System
Available Space (.1945)	PS	US
System Type(s)		
Site LTAR	.275GPD/FT^2	.275GPD/FT^2

SEE COMMENTS

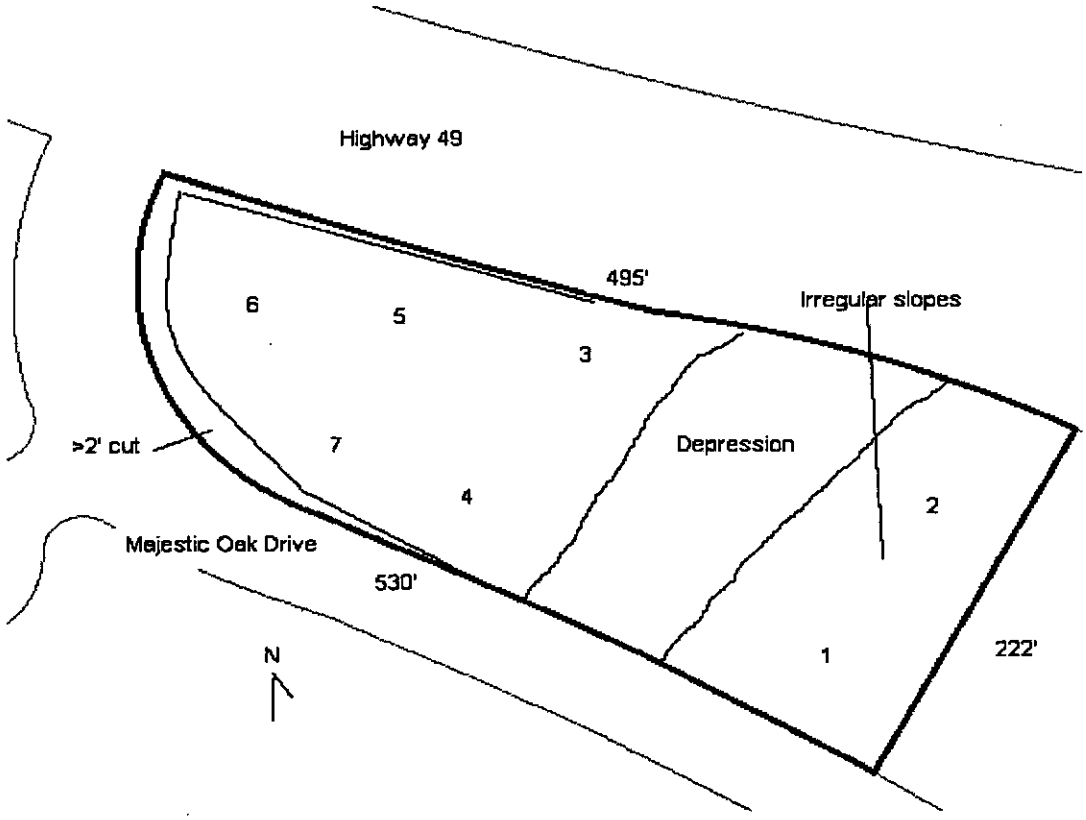
Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 5/9/2005, W. R. Marlin
Others Present:

COMMENTS:
100% repair, soils in areas of borings 1, 2, 3, &4 would have LTAR of .3GPD/FT^2

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Food Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace		CL-Clay Loam		
FP-Flood Plain		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



Platinum Key Realty LLC
11236 Northwoods Forest
Charlotte, NC 28214
Phone: 704-777-7624, Fax: 866-325-1588

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 2A3).

Venetia St. Vilus
Stanley St. Vilus

as Buyer, hereby offers to purchase and
BERNARD A. & DEBORAH R. SMITH
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 Charlotte, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address 15000 Majestic Oak Dr Zip 28278
Subdivision Name Royal Oaks
Plat Reference: Lot n/a, Block or Section n/a as shown on
Plat Book or Slide n/a at Page(s) n/a (Property acquired by Seller in Deed
Book 7098 at Page 192).
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 owners' association and/or the subdivision, if applicable.

2. **PURCHASE PRICE:** The purchase price is $ 55000 and shall be paid as follows:

(a) $ 500, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: n/a to be deposited and held in escrow by Platinum Key Realty ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this contract, then all earnest monies shall be forfeited upon Seller's request, but receipt of such forfeited earnest monies shall not affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) $ n/a, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than n/a, 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.

(e) $ 54500, BALANCE of the purchase price in cash at Closing.

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

(a) Buyer must be able to obtain a ☒ Conventional ☐ Other: n/a
loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount of 49500 for a term of 5 year(s), at an initial interest rate not to exceed 9 % per annum, with mortgage loan discount points not to exceed 2 % of the loan amount. Buyer shall apply for said loan within 5 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 April 29, 2005 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 the waiver.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for n/a 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.

(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:
n/a
(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:
n/a

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 $ 145 per 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 associated with the purchase of the Property, the amount thereof shall be $ 1500, 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 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 loss from 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 May 31, 2005 at a place designated by Buyer. The deed is to be made to Venetia St. Vilus and Stanley St. Vilus.
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 the sewer system approved by the Improvement Permit attached hereto as Exhibit A and hereby approves and accepts said Improvement 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 Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, 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 Earnest 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.**

☐ This contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only **ONE**) ☐ conventional or ☐ other n/a ground absorption sewage system for a n/a bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than n/a , shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this contract and the Earnest 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.**

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

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 waives this condition unless Buyer provides written notice to Seller by April 29, 2005 that this condition cannot be satisfied, **time being of the essence.**

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 11, 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 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: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)
Offer is contingent upon a builder determination that the lot is suitable for the desired basement property. The buyer will have 15 days from an accepted contract to assess the lot for these provisions. Offer is contingent upon land passing a percolation tests

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

16. 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.

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 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 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.

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.

BUYER Venetia St. Vilus DATE 4/14/05 (SEAL)
Venetia St. Vilus

BUYER Stanley St. Vilus DATE 4/14/05 (SEAL)
Stanley St. Vilus

SELLER Bernard J. Smith DATE 4-18-05 (SEAL)
Deborah R Smith 4-18-05

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

Date: _____ Firm: n/a

By: _____
(Signature)

Selling Agent/Firm/Phone Kendrick Morton / Platinum Key Realty / 704-777-7624
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone Martin Stephenson / Coldwell Banker United / (704) 724-8432
Acting as ☒ Seller's (sub)Agent ☒ Dual Agent
MS