

13901 JONATHAN'S RIDGE RD

19519310

6/13/2007

duponbj

Groundwater and Wastewater Services File Imaging Project
May 2007
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Mecklenburg County Groundwater & Wastewater Services
700 N. Tryon St., Suite 211 Charlotte, NC 28202
Phone: (704) 336-5103 Fax: (704) 336-6894

NC DENR
Division of Environmental Health
On-Site Wastewater Section

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

File #: 6244 A Permit #: 1014 Tax Parcel #: 185 193 10

Property Owner: JMH Construction INC

Job Location Address: 13901 Jonathans Ridge Rd Lot 14

City: Mint Hill State: NC Zip Code: 28227

Operation Permit Issuance Date: 4/24/07 Contractor Name: ROBERT LANEY

Permitted Design Flow: 480 GPD

Liquid Capacity of Septic Tank: 1500 gallons

Liquid Capacity of Dosing Tank: 1000 gallons

Effluent Pump Model: Gould

Drainfield Installation ☐ N/A

Trench Depth: 30" inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

Total line length: 410 feet

# of Lines: Septic 3 (Various lengths) @ washer 2 (70' & 80') feet

Depth of Media: 12 inches (Type) EZ Flow

Depth of Cover: 18 inches

Distribution Device: D Box w/gate valve / washer box

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

Bed Depth: _____ inches

Bed Width: _____ feet

Total line length: _____ feet

# of Lines: _____ @ _____ feet

Depth of Media: _____ inches (Type) _____

Depth of Cover: _____ inches

Distribution Device: _____

Water Supply Source

☐ Municipal ☒ Private Well ☐ Community Well

☐ Other _____

System Installation Setbacks

Distance from Building Foundation: 5 feet

Distance from Property Line: 10 feet

Distance from Water Supply Source: 10 feet

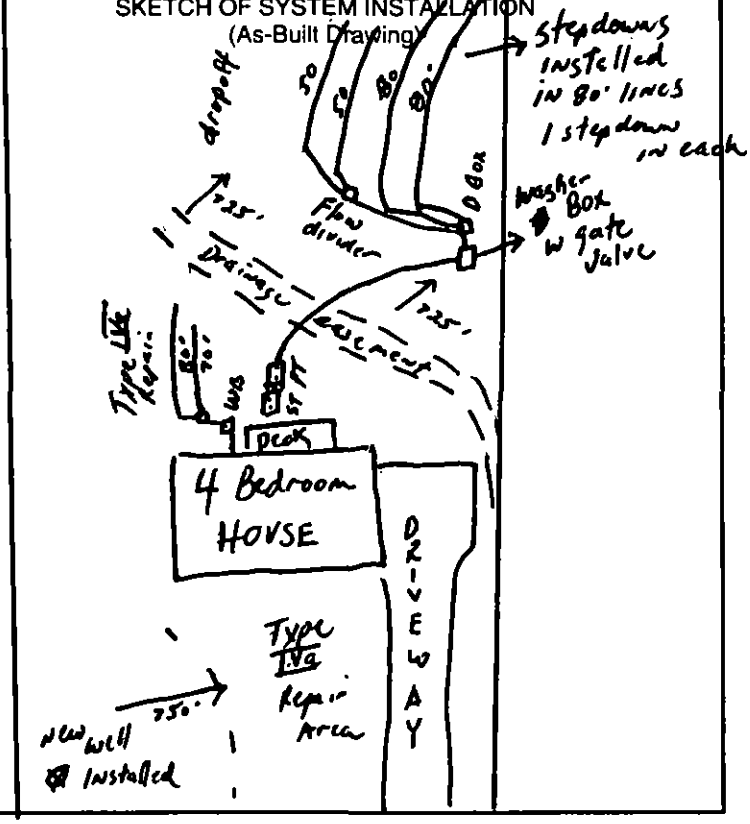
Inspection Dates

Tank(s) Inspected: 4/24/07

Excavation Inspected: 4/24/07

Pump & Controls Inspected: 4/24/07

SKETCH OF SYSTEM INSTALLATION
(As-Built Drawing)



The undersigned has inspected the Septic Tank System described above, and certifies it has been ☒ installed ☐ altered ☐ repaired ☒ as detailed in the plot above ☐ in accordance with the permit issued and meets the provisions of 15A NCAC 18A. 1900, "Laws and Rules for Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. The issuance of this Operation Permit does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1900 in addition to those listed below under "Comments." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the Suspension or Revocation of this permit.

Comments: System Classification & Type: Type IIIb9 Pump to EZ Flow w/ Washer box & D Box
Original plan drawn for Drop boxes / Contractor installed stepdowns / Plan redrawn to accomodate installed system

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

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NC DENR
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On-Site Wastewater Section

INSTALLATION APPROVAL for an
ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

File #: 6244A Permit #: 1014 Tax Parcel #: 195 193 10

Property Owner: JMH Construction Inc

Job Location Address: 13901 Jonathans Ridge Rd Lot 14

City: Mint Hill State: NC Zip Code: 28227

Installation Approval Issuance Date: 4/23/07

Permission is hereby given to ☒ install ☐ alter ☐ repair an on-site wastewater treatment & and disposal system, with subsurface soil absorption and effluent discharge, as specified herein at the described location. This approval is granted based upon the application information submitted to our office. All work shall be completed on or before 5/23/07, after which date this approval 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 granting this approval. 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 of hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.

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

Permitted Design Flow: 480 GPD

Liquid Capacity of Septic Tank: 1500 gallons

Site LTAR: .3 GPD/ft² (For new installations only.)

Liquid Capacity of Dosing Tank: 1000 gallons

Drainfield Design ☐ N/A

Trench Depth: 30 inches

Trench Width: 3 feet

Line Spacing: 9 feet (O.C.)

TotaLline length: 410 feet

# of Lines: 3(90') @ 2(75') feet (Septic / Washer)

Depth of Media: 12 inches (Type) Accepted

Distribution Device: Washer box & D Box

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

Bed Depth: _____ inches

Bed Width: _____ feet

Total line length: _____ feet

# of Lines: _____ @ _____ feet

Depth of Media: _____ inches (Type) _____

Distribution Device: _____

Neighbors ☒ well

Water Supply Source

☐ Municipal ☒ Private Well ☐ Community Well

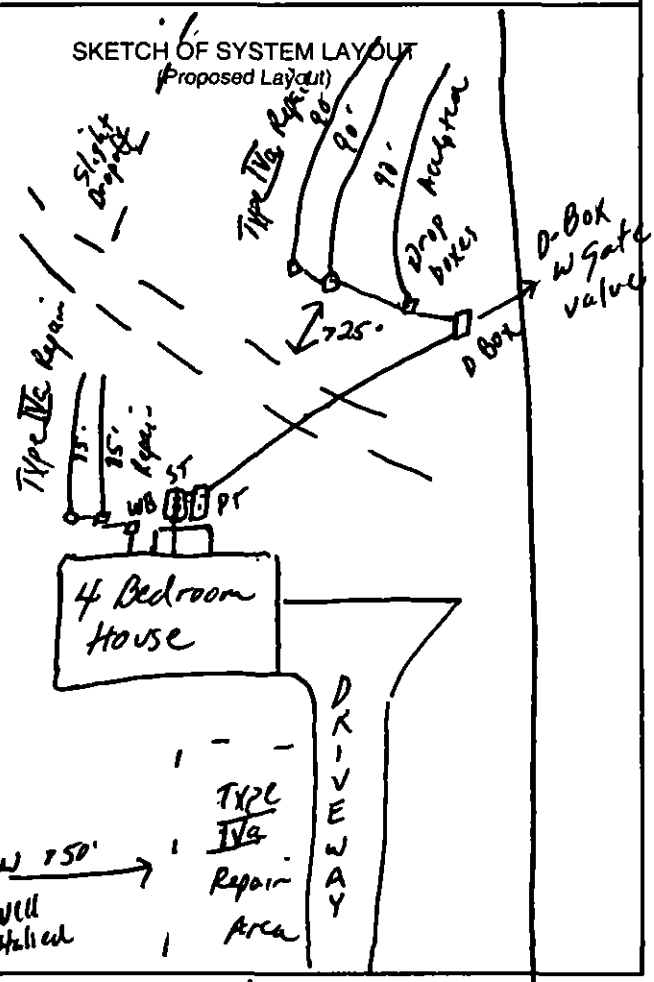
☐ Other _____

Minimum System Setbacks

Distance from Building Foundation: 5 feet

Distance from Property Line: 10 feet

Distance from Water Supply Source: 10 feet



Comments: System Classification & Type: Type IIIb Pump to Accepted w/ Washer drainfield Keep septic system > 50' from any wells / Keep septic system > 25' from public drainage easement

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

LD 200626

FEE: 300.00
DATE: 8/29/2006
Check #5149
JKH

CONSTRUCTION AUTHORIZATION FOR AN ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

MECKLENBURG COUNTY
GROUNDWATER & WASTEWATER SERVICES

FILE NUMBER: 6244A

PERMIT NUMBER: 30001014

PARCEL NUMBER: 19519310

JOB LOCATION INFORMATION

ADDRESS: 13901 JONATHAN'S RIDGE RD

CITY: CHARLOTTE **STATE: NC** **ZIP:** 28227

ISSUED TO: JMH CONSTRUCTION, INC

CONSTRUCTION AUTHORIZATION ISSUANCE DATE: 8/29/2006

CONSTRUCTION AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 30001014, 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 APPROVAL MUST BE SECURED PRIOR TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH THE MECKLENBURG COUNTY HEALTH DEPARTMENT.

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

4. THIS CONSTRUCTION AUTHORIZATION AS PROVIDED IN G.S. 130A-335(f) AND G.S. 130A-336(b) SHALL BE VALID FOR A PERIOD EQUAL TO THE VALIDITY OF THE IMPROVEMENT PERMIT, NOT TO EXCEED 60 MONTHS.
   *CONSTRUCTION AUTHORIZATION EXPIRATION DATE: 7/5/2011

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

Sheet: 1 of 2
Property ID # 195-193-10
Lot #: 14
File #: 6244A
Code: 2

AC9

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Jonathan's Landing Development
Applicant: Nadia Boldt
Address: Two 1st Union Center, Charlotte, N. C. 28282
Date Evaluated: 8/15/2005
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: .86a
Location of Site: 13901 Jonathan's Ridge Road
Property Recorded:
Water Supply: [ ] Public [x] Individual [x] 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, 10	0-12	GR/SCL	FR/.SEXP/SS/SP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV
		12-48	SBK/ABK/C	FI/SEXP/S/P					.3GPD/FT^2

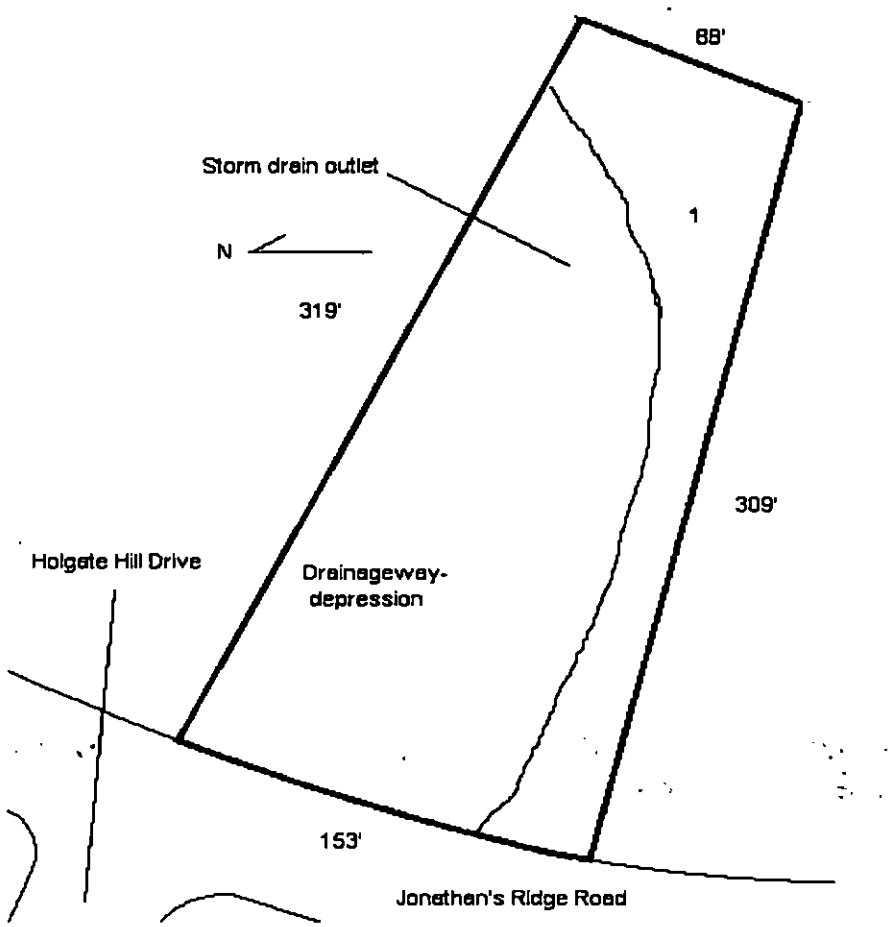
Description	Initial System	Repair System
Available Space (.1945)	~~US~~ PS	~~US~~ PS
System Type(s)	III b	III b
Site LTAR	.3GPD/FT^2	.3GPD/FT^2

Other Factors (.1946):
Site Classification (.1948): ~~UNSUITABLE~~ PS.
Evaluated By: W. R. Marlin, LSS, 8/16/2005. W. R. Marlin
Others Present:

COMMENTS:
100% repair

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		

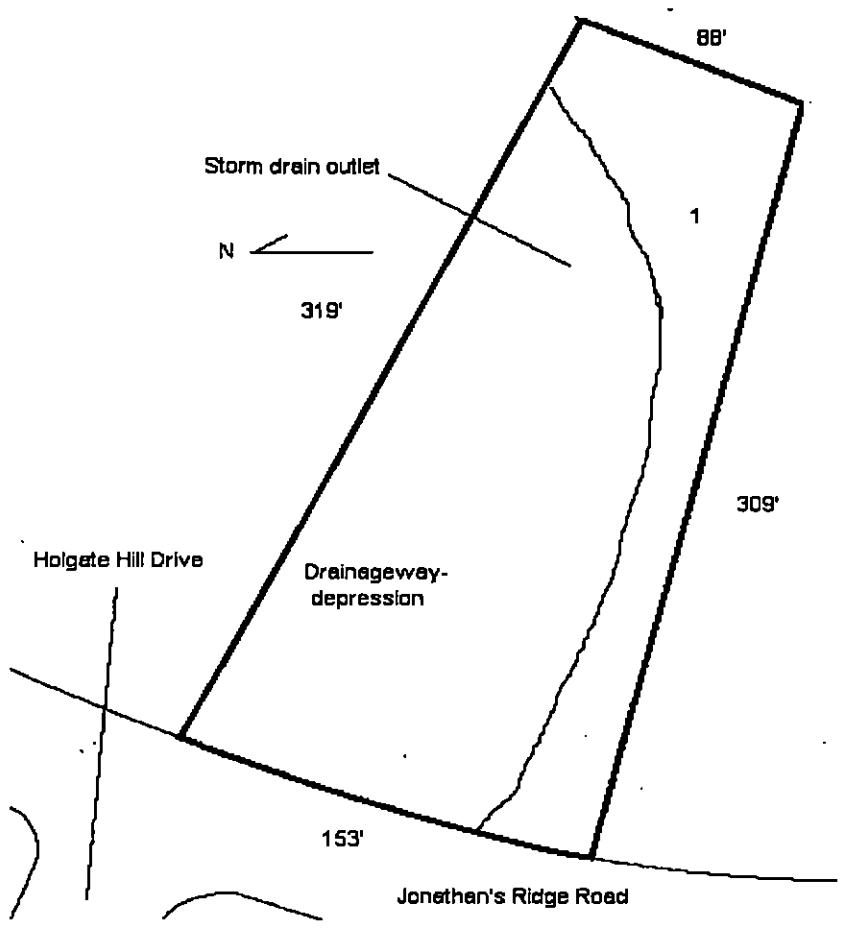
Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	



COMMENTS:
100% repair

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	



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NC DENR
Division of Environmental Health
On-Site Wastewater Section

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

Permit #: **30001014** GWS File #: **6244A** Tax Parcel #: **195-193-10**

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

I. This Improvement Permit Shall: Expire in Five (5) Years **Expiration Date (If Applicable):** 7/5/2011

Type of Installation: Residential - New System Lot Number: 14

Structure Type: HOUSE Size (ft^2): 3124 # Bedrooms: 4 # Occupants: 3

Building Foundation: Crawl Space Water Supply:

II. Initial System Type: Pump to Innovative or Experimental **System Classification:** IIIb

Initial System Specifications:

Design Flow (gpd):	480	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	1500
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	1200	Total Trench Length (ft):	400
Maximum Trench Depth (in):	30	Depth of Media (in):	12	Distribution Device:	Drop Boxes		

III. Repair System Type: PPBPS (pressurized) **System Classification:**

Repair System Specifications:

Design Flow (gpd):	480	LTAR (gpd/ft^2):	0.3	Septic Tank Size (gal):	1500	Pump Tank Size (gal):	1500
Trench Width (ft):	3	Trench Spacing (ft):	9	Absorption Area (ft^2):	801	Total Trench Length (ft):	267
Maximum Trench Depth (in):	40	Depth of Media (in):	N/A	Distribution Device:	N/A		

IV. Permit Conditions/Comments:

(Please See the Following Page for Permit Conditions.)

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

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

DENR Authorized Agent: Philo Walker

Signature: Philo S. Walker III

Date Issued: 7/5/2006

Owner/Legal Agent: J MICHAEL HALL, JR.
Print Name

Signature: J. Michael Hall Jr.

Mecklenburg County Groundwater & Wastewater Services
700 N. Tryon St, Suite 211 Charlotte, NC 28202
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IMPROVEMENT PERMIT for a RESIDENTIAL ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM

Permit #: **30001014** GWS File #: **6244A**

IV. Permit Conditions/Comments:

- Owner agreement forms for site reclassification shall be on file prior to issuance of Construction Authorization.
- This type of septic system requires an inspection once every 5 years by our office. The system owner is responsible for any fees, as determined by the Mecklenburg County Board of Commissioners, associated with this inspection.
- All components of the septic system must be installed in accordance with the required setbacks listed on the corresponding plot plan.
- SEPERATE WASHER SYSTEM DESIGN/ KEEP SEPTIC SYSTEM >50 FROM WELLS/ KEEP SEPTIC SYSTEM >15' FROM DRAINAGE EASEMENT

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

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

DENR Authorized Agent: Philo Walker

Signature: Philo S. Walker

Date Issued: 7/5/2006

Owner/Legal Agent: J MICHAEL HALL, JR.
Print Name

Signature: J Michael Hall Jr

Mecklenburg County
Land Use & Environmental Service Agency
Groundwater & Wastewater Services
700 N. Tryon St., Suite 211
Charlotte, NC 28202
Phone: (704) 336-5103
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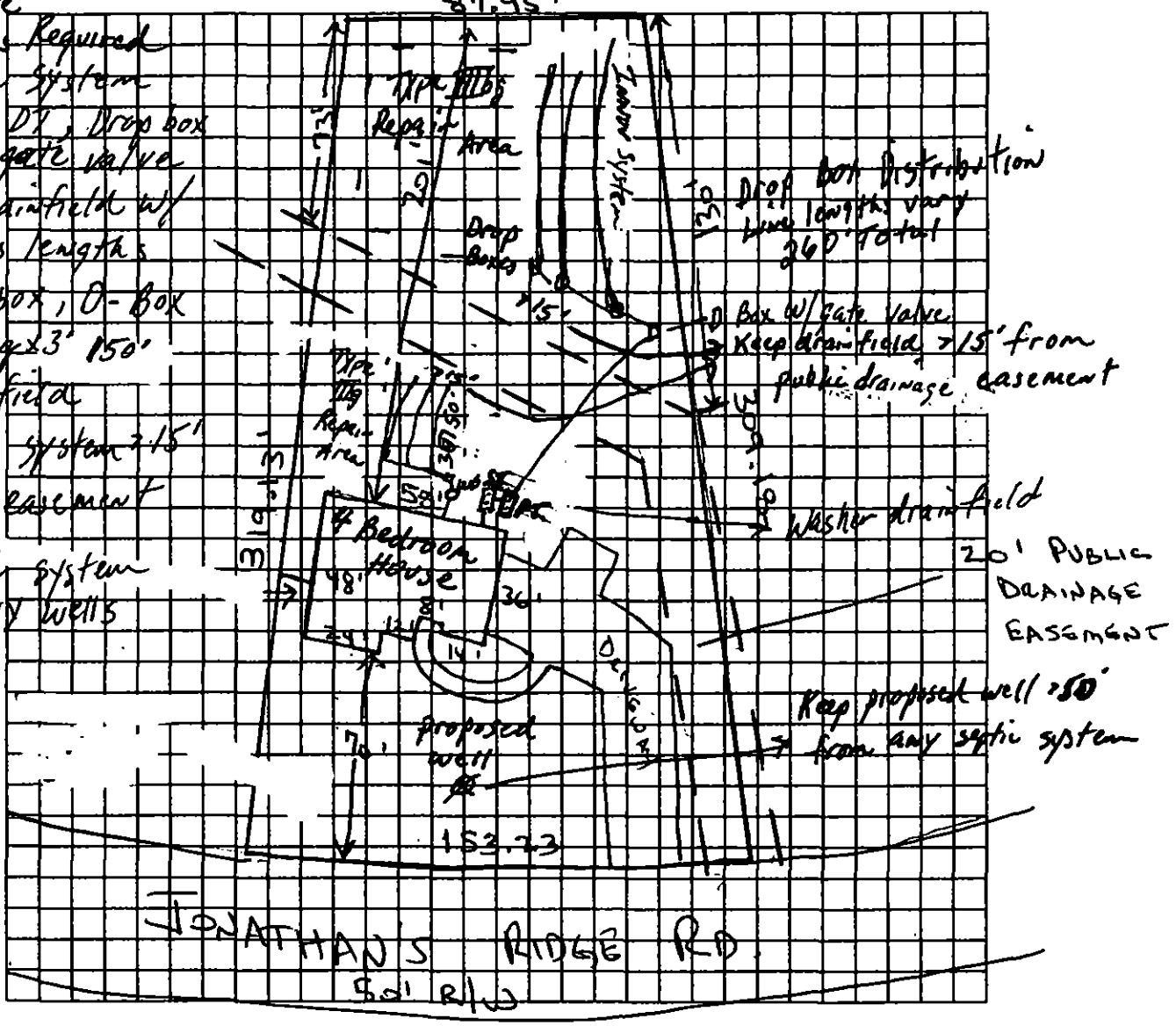
File # 624A
Date _____

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.

COMMENTS

4 Bedroom House
Agreement Forms Required
Innovative Septic System
1500 ST, 1000 DT, Drop box distribution w/ gate valve
Install 260' Drainfield w/ line at various lengths
Install Washer Box, O-Box
3 lines @ 50' long x 3' 150' Washer drainfield
Keep the septic system >15' from drainage easement
Keep the septic system >50' from any wells



Owner/Agent Signature	J. Michael Hall Jr
Date	6-20-06

10' OFF LEFT PROPERTY
58' OFF RIGHT PROPERTY AT BACK CORNER
72' " RIGHT " AT FRONT CORNER

LBC 12/15/04

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2006 AUG 29 01:58 PM
BK:20972 PG:283-286 FEE:$20.00

INSTRUMENT # 2006178245

2006178245

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

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

FILE #: 6244A

PARCEL #: 195-193-10

The undersigned, JMH CONSTRUCTION, owner of property located at 13901 JONATHAN'S RIDGE RD., (the "site") and described in an instrument recorded in Book 23 at Page 332, 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 will apply to the site:

This instrument was prepared by: JMH CONSTRUCTION

Mail after recording to: 3813 ALDEN ST AND

INDIAN TRAIL, N.C. 28079

-- Any changes on the property may make the Improvement Permit null and void and may make the Improvement Permit subject to revocation.

-- Do not grade, cut, fill, pave, construct a building or deck, dig a well, install a swimming pool or otherwise cover or disturb the soil (except for planting and maintaining grass or other ground covers) in a manner which will adversely affect the repair area or area where the septic tank system is located.

-- When a private certified operator is required, no improvement permit for the designated repair shall be issued unless there is a private certified operator to carry out this management program in the service area where the proposed system is to be located. (Refer to rule .1961, Maintenance of Sewage Systems," for further information.)

-- Additional fees will be required according to the Mecklenburg County user fee schedule applicable at the time for the issuance of a repair permit for any subsequent repairs to the sewage treatment and disposal system or for installation of a replacement system.

-- At the time repairs to the sewage treatment and disposal system are to be made or a replacement system installed, the regulation in effect at the time will govern the repairs or installation of a replacement system.

The undersigned further agrees for himself, his heirs and assigns that he shall indemnify and hold harmless the Department, its employees, and officials, as well as Mecklenburg County and its employees and officials, for any damages or other claims of any person or persons whatsoever arising out of the installation, operation, or failure of said septic tank system.

Use of the singular masculine pronoun forms herein shall be deemed to also include the plural and feminine forms as the context may require.

This document shall be placed on the public records of the Register of Deeds of Mecklenburg County and indexed therein under the Grantor Index in name or names of the undersigned, and the foregoing acknowledgements shall henceforth be binding on all persons claiming any right, title, or interest in the site.

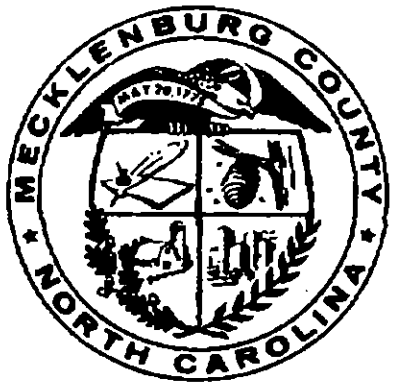
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, this 29 day of AUGUST, 2006.

JMH CONSTRUCTION, INC. _____ (SEAL)
(Corporate Name)

_____ (SEAL)

By: _____ _____ (SEAL)

J MICHAEL HALL, JR President _____ (SEAL)



JUDITH A. GIBSON
REGISTER OF DEEDS, MECKLENBURG
COUNTY & COURTS OFFICE BUILDING
720 EAST FOURTH STREET
CHARLOTTE, NC 28202

PLEASE RETAIN YELLOW TRAILER PAGE

It is part of the recorded document, and must be submitted with original for re-recording and/or cancellation.

****

Filed For Registration:	**08/29/2006 01:58 PM**
Book:	**RE 20972 Page: 283-286**
Document No.:	**2006178245**
	PRMIT 4 PGS $20.00
Recorder:	**TERESITA BYRUM**



2006178245

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, approved and recorded. 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-T) with the New Construction Addendum (Form 2A3-T).

JMH Construction, as Buyer, hereby offers to purchase and Jonathans Landing Development, LLC, 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 Mint Hill, County of Mecklenburg, State of North Carolina, being known as and more particularly described as:
Street Address 13901 Jonathans Ridge Road Zip 28227
Subdivision Name Jonathans Landing
Plat Reference: Lot 14, Block or Section _____ as shown on Plat Book or Slide _____ at Page(s) _____ (Property acquired by Seller in Deed Book _____ at Page _____).

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 and/or the subdivision, if applicable.

2. PURCHASE PRICE: The purchase price is $ 69,900 and 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 Allen Tate ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be 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 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, OPTION FEE in accordance with paragraph 11, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert $0, N/A, or leave blank).

(d) $ 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.

(e) $ N/A, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) $ 69,400, 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: Construction N/A loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of N/A for a term of N/A year(s), at an initial interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed N/A % of the loan amount. Buyer shall apply for said loan within N/A 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 N/A 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 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.

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements, and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

4. SPECIAL ASSESSMENTS: Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows:
NONE

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: NONE

5. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late 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 $ N/A per N/A.

6. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, title search, title insurance, 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. Seller shall pay at Closing $ N/A 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.

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 6/30/06 at a place designated by Buyer. The deed is to be made to As directed. **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. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives):

☐ **ALTERNATIVE 1:**

(a) 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 6/1/06 that this condition cannot be satisfied, **time being of the essence.** *Soil compaction test for typical foundation.

(b) 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 _____ 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 _____ ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than 6/15/06, 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 6/15/06 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.

(c) Appraisal Contingency: 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 monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before N/A. The cost of the appraisal shall be borne by Buyer.

(d) 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 (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate 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 _____, 20 ___, *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 and appraisals 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 3. The Option Fee is not refundable, is not a 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.

12. 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 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.

13. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

① Subject to compaction test done by buyer.

② Seller to arrange septic approval with ~~engineer~~ ENGINEER & MECK. county. Any additional cost above a conventional septic system must be approved by both parties

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 signature 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.

Date: 5-3-06

Buyer _____ (SEAL)

Date: _____

Buyer _____ (SEAL)

Date: 5/8/06

Seller _____ (SEAL)

Date: _____

Seller _____ (SEAL)

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

Date: 5/8/06

Firm: Allen Tate

By: _____ (Signature)

Selling Agent/Firm/Phone DAN MCLEMORE ALLEN TATE

Acting as ☐ Buyer's Agent ☒ Seller's (sub) Agent ☐ Dual Agent

Listing Agent/Firm/Phone KEVIN MCLEMORE ALLEN TATE

Acting as ☐ Seller's (sub) Agent ☒ Dual Agent

MECKLENBURG COUNTY
Health Department

August 22, 2005

Jonathan's Landing Development
Two 1st Union Center
Charlotte, NC 28282

Re: Application for improvement permit for
Property Site: 13901 Jonathan's Ridge Road
Health Department file number: **6244A**

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on **August 19, 2005** evaluated the above-referenced property at the site designated on the plat that accompanied your improvement permit application. According to your application the site is to serve a four-bedroom residence, with a design wastewater flow of 480 gallons per day. The evaluation was done in accordance with the laws and rules governing wastewater systems in North Carolina General Statute 130A-333 and related statutes and Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rule .1900 and related rules.

Based on the criteria set out in Title 15A, Subchapter 18A, of the North Carolina Administrative Code, Rules .1940 through .1948, the evaluation indicated that the site is **UNSUITABLE for** a ground absorption sewage system. Therefore, your request for an improvement permit is **DENIED.** A copy of the site evaluation is enclosed. The site is unsuitable based on the following:

- ☒ Unsuitable soil topography and/or landscape position (Rule .1940)
- ☐ Unsuitable soil characteristics (structure or clay mineralogy) (Rule .1941)
- ☐ Unsuitable soil wetness condition (Rule .1942)
- ☐ Unsuitable soil depth (Rule .1943)
- ☐ Presence of restrictive horizon (Rule .1944)
- ☒ Insufficient space for septic system and repair area (Rule .1945)
- ☐ Unsuitable for meeting required setbacks (Rule .1950)
- ☐ Other (Rule .1946)

These severe soil or site limitations could cause premature system failure, leading to the discharge of untreated sewage on the ground surface, into surface waters, directly to ground water or inside your structure.

The site evaluation included consideration of possible site modifications, and modified, innovative or alternative systems. However, the Health Department has determined that none of the above options will overcome the severe conditions on this site. A possible option might be a system designed to dispose of sewage to another area of suitable soil or off-site to additional property.

For the reasons set out above, the property is currently classified **UNSUITABLE,** and an improvement permit shall not be issued for this site in accordance with Rule .1948 (c).

However, the site classified as **UNSUITABLE** may be classified as **PROVISIONALLY SUITABLE** if written documentation is provided that meets the requirements of Rule .1948(d). A copy of this rule is enclosed. You may hire a consultant to assist you if you wish to try to develop a plan under which your site could be reclassified as **PROVISIONALLY SUITABLE.**

You have a right to an informal review of this decision. You may request an informal review by the soil scientist or environmental health supervisor at the local health department. You may also request an informal review by the
N. C. Department of Environment and Natural Resources regional soil specialist. A request for informal review must be made in writing to the local health department.

You also have a right to a formal appeal of this decision. To pursue a formal appeal, you must file a petition for a contested case hearing with the Office of Administrative Hearings, 6714 Mail Center, Raleigh, NC 27699-6714. To get a copy of a petition form, you may write the Office of Administrative Hearings or call the office at (919) 733-0926 or from the OAH web site at www.oah.state.nc.us/form.htm. The petition for a contested case hearing must be filed in accordance with the provision of North Carolina General Statutes 130A-24 and 150B-23 and all other applicable provisions of Chapter 150B. N. C. General Statue 130A-335(g) provides that your hearing would be held in the county where your property is located.

Please note: If you wish to pursue a formal appeal, you must file the petition form with the Office of Administrative Hearings **WITHIN 30 DAYS OF THE DATE OF THIS LETTER.** The date of this letter is **August 22, 2005**. Meeting the 30-day deadline is critical to your right to a formal appeal. Beginning a formal appeal within 30 days will not interfere with any informal review that you might request. Do not wait for the outcome of any informal review if you wish to file a formal appeal.

If you file a petition for a contested case hearing with the Office of Administrative Hearings, you are required by law (N.C. General Statute 150B-23) to send a copy of your petition to the North Carolina Department of Environment and Natural Resources. Send the copy to: Office of General Counsel, N. C. Department of Environment and Natural Resources, 1601 Mail Service Center, Raleigh, NC. 27699-1601. Do **NOT** send the copy of the petition to your local health department. Sending a copy of your petition to the local health department will **NOT** satisfy the legal requirement in N.C. General Statute 150B-23 that you send a copy to the Office of General Counsel, NCDENR.

You may call or write the local health department if you need any additional information or assistance.

Sincerely,

J. Andrew Walker, R.S.
Authorized Agent - DENR

Encl: (2)

Photo

GWS – RES. APP 07/05

SEPTIC FEE: 200.00
DATE: 8/9/05
CRT [ ] Check # 479
JBA

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

FILE # 6244A

WELL FEE: _____
DATE: _____
CRT [ ]

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

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

JOB LOCATION INFORMATION:

TAX/PARCEL #: 19519310
STREET ADDRESS: 13901 Jonathan's Ridge Rd
CITY: Mint Hill
STATE: NC ZIP: 28227
SUBDIVISION OR MOBILE HOME PARK NAME:
LOT #: 14
TOWNSHIP:

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

BUILDING INFORMATION:

TYPE OF BUILDING:

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

HEATED SQUARE FOOTAGE: min 2200
NUMBER OF BEDROOMS: 4
NUMBER OF OCCUPANTS: 5

FOUNDATION FOR RESIDENCE:

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

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

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

WATER SUPPLY:

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

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

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

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

PROPERTY OWNER:

NAME: Jonathan Landing Develop. Buyers
ADDRESS:
CITY:
STATE: ZIP:
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

~~LEGAL~~ AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: NADIA BOLDT, RE/MAX Executive
ADDRESS: 6842 Morrison Blvd.,
CITY: Charlotte
STATE: NC ZIP: 28211
HOME PHONE: WORK PHONE:
MOBILE PHONE: 704-560-6460 FAX: 704-362-5524

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 04-06-1989
WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 09-15-2005

*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.

Boldt 08-09-05
~~Owner's~~/Agent's Signature Date

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

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

Boldt 08-09-05
~~Owner's~~/Agent's Signature Date

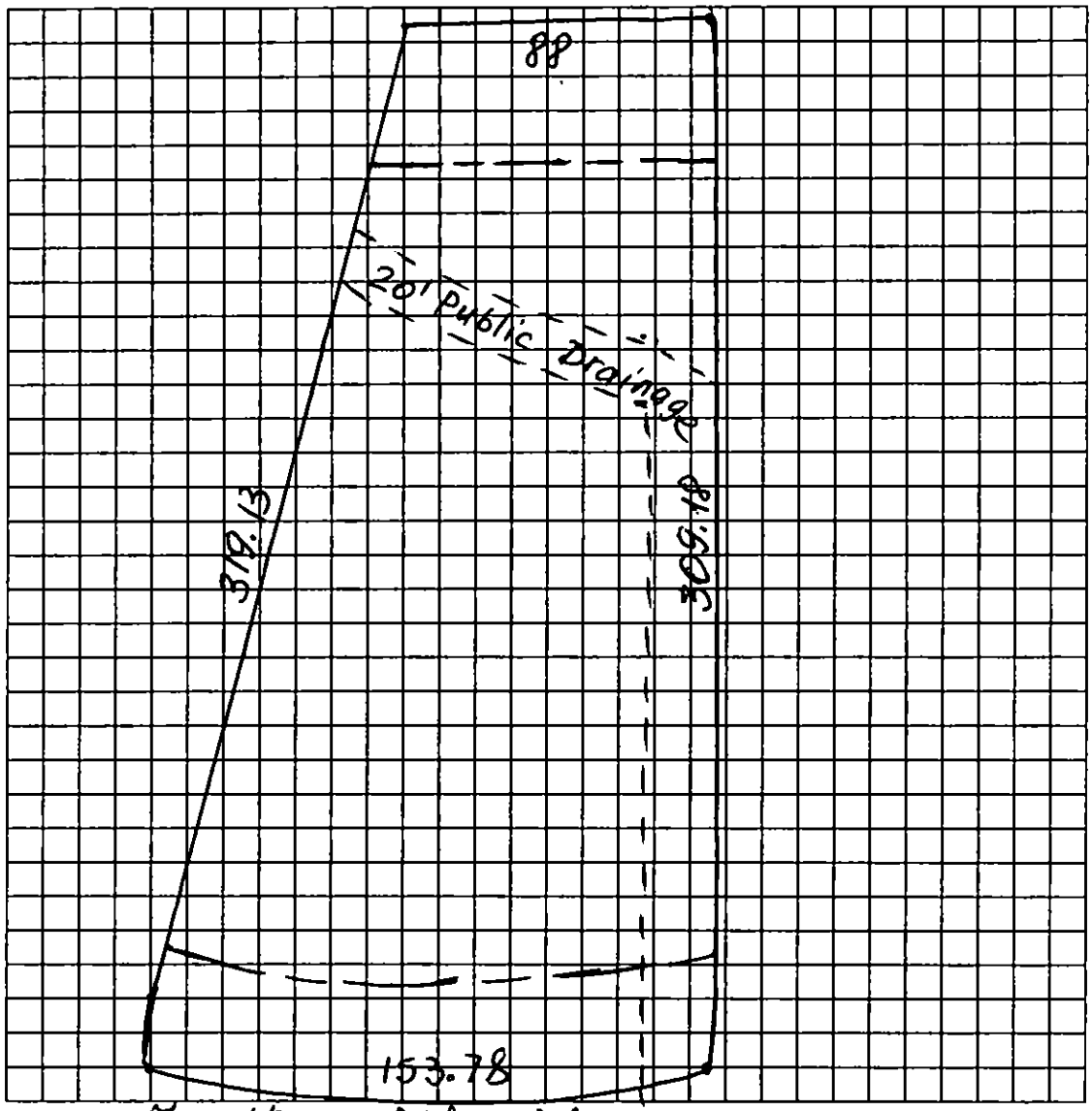
MECKLENBURG COUNTY HEALTH DEPARTMENT
GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202 704-336-5103 / FAX: 704-336-6894

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 # 6244A
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

LBC 12/15/04

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, approved and recorded. 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-T) with the New Construction Addendum (Form 2A3-T).

Vladimir Shevchenko, as Buyer, hereby offers to purchase and Jonathan Landing Dev., 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 Mint Hill, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 13901 Jonathans Ridge Rd Zip 28227
Subdivision Name Jonathan Landing
Plat Reference: Lot 14, Block or Section Parcel 19519310 as shown on Plat Book or Slide map 23 at Page(s) 332 (Property acquired by Seller in Deed Book 6001 at Page 348).

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 and/or the subdivision, if applicable.

2. **PURCHASE PRICE:** The purchase price is $ 69,900.00 and shall be paid as follows:

(a) $ 500.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☑ personal check ☐ bank check ☐ certified check ☐ other: none to be deposited and held in escrow by RE/MAX Executive 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 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 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) $ none, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) $ none, OPTION FEE in accordance with paragraph 11, Alternative 2, to be paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert $0, N/A, or leave blank).

(d) $ none, 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.

(e) $ none BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) $ 69,400.00, BALANCE of the purchase price in cash at Closing. cash

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: _____ loan at a ☐ Fixed Rate ☐ Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____% per annum, with mortgage loan discount points not to exceed _____ % of the loan amount. Buyer shall apply for said loan within _____ 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 _____ 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.

REALTOR®

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.

EQUAL HOUSING OPPORTUNITY

STANDARD FORM 12 - T
© 7/2005

Buyer Initials V.S. Seller Initials

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for single family residential w/4 bedrooms & 2 car garage 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: none

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: none

5. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late 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 $ none per _____.

6. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, title search, title insurance, 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. Seller shall pay at Closing $ none 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.

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 September 15, 2005 at a place designated by Buyer. The deed is to be made to Vladimir Shevchenko

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, excavation, tree removal or other such activities may be done before possession is delivered.

Buyer Initials V.S ____ Seller Initials _____

11. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION (Choose ONLY ONE of the following Alternatives):

☒ **ALTERNATIVE 1:**

(a) 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 14 days after acceptance that this condition cannot be satisfied, **time being of the essence.**

(b) 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 _____ 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 required ground absorption sewage system for a 4 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 21 days after accept 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.

(c) Appraisal Contingency: 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 monies shall be refunded to Buyer. If this contract is not subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before n/a. The cost of the appraisal shall be borne by Buyer.

(d) 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 (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby acknowledged (the "Option Fee"), Buyer shall have the right to terminate 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 _____, 20___, *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 and appraisals 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 3. The Option Fee is not refundable, is not a 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.

12. 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 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.

13. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.) – Seller will provide restrictive covenants in 3 days after acceptance.

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

Date: 08.01.05

Buyer V. Shevchenko (SEAL)

Date: _____

Buyer _____ (SEAL)

Date: 8/1/05

Seller [illegible] (SEAL)

Date: 8/1/05

Seller _____ (SEAL)

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

Date 08-01-05

Firm: RE/MAX Executive

By: Boldt (Signature)

Selling Agent/Firm/Phone Nadia Boldt / RE/MAX Executive / 704-360-6480

Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone Dan McDermore

Acting as ☐ Seller's (sub)Agent ☐ Dual Agent

EXCLUSIVE RIGHT TO REPRESENT BUYER
Buyer Agency Agreement
[Consult "Guidelines" (Form 201G) for guidance in completing this form]

: NORTH CAROLINA, County of Mecklenburg, Date 08-01-05
("Buyer"),
nploys RE/MAX Executive Realty [Firm Name] as the Buyer's agent ("Agent") to assist the Buyer in the acquisition of real property which may include any purchase, option and/or on terms and conditions acceptable to Buyer.

:presents that, as of the commencement date of this Agreement, the Buyer is not a party to a buyer representation nt with any other Agent. Buyer has received a copy of the "Working with Real Estate Agents" brochure and has d it with Agent. Buyer further represents that Buyer has disclosed to Agent information about any properties of the scribed in paragraph 1 below that Buyer has visited at any open houses or that Buyer has been shown by any other real gent.

E OF PROPERTY: ☑ Residential (improved and unimproved) ☐ Commercial (improved and unimproved)
☑ Other land
eneral Location: Mecklenburg Union Co.
Other:

URATION OF AGENCY: Agent's authority as Buyer's exclusive Agent shall begin 08-01-05, and ct to paragraph 4, shall expire at midnight, 11-01-05, or when Buyer acquires real property of the described in paragraph 1, whichever occurs sooner.

FFECT OF AGREEMENT: Buyer intends to acquire real property of the type described in paragraph 1. *By employing Agent as er's exclusive Agent, Buyer agrees to conduct all negotiations for such property through Agent, and to refer to Agent all inquiries eived in any form from other agents, salespersons, prospective sellers or any other source, during the time this Agreement is in ect.*

nstructions: Initial only ONE]

_____ In the event Buyer wishes to consider a property listed with the Agent's firm, Buyer authorizes Agent to act as a dual agent, representing both Buyer and Seller, subject to the terms and conditions of the attached Dual Agency Addendum.

__VV__ Buyer does NOT authorize Agent to act in the capacity of dual agent.

4. COMPENSATION OF AGENT:

(a) Agent acknowledges receipt of a non-refundable retainer fee in the amount of $ none which ☐shall ☐ shall not be credited toward any compensation due Agent under this Agreement.

(b) Except as otherwise provided below, Agent shall seek compensation from a cooperating listing firm (through the listing firm's offer of compensation in MLS or otherwise) or from the seller if there is no listing firm, and Buyer agrees that Agent shall be entitled to receive same in consideration for Agent's services hereunder. If Buyer purchases property where no compensation is offered by either the listing firm or the seller, then Buyer agrees to pay Agent a fee of none

(insert dollar amount, percentage of purchase price, or other method of determining Agent's compensation for each type of property the Buyer may purchase). If the compensation offered by the listing firm or seller is less than the compensation inserted above, Buyer agrees to pay Agent the difference. **If additional compensation and/or a selling incentive (bonus, trip, money, etc.) is offered through the MLS or otherwise, Buyer will permit the Agent to receive it in addition to the compensation set forth above.**

REALTOR®
North Carolina Association of REALTORS®, Inc.
STANDARD FORM 201
© 7/2005

Buyer Initials V-S, _____ Agent Initial NB

4. **COMPENSATION OF AGENT (continued):**

(c) The compensation shall be deemed earned under any of the following circumstances:

i. If, during the term of this Agreement, Buyer, any assignee of Buyer or any person/legal entity acting on behalf of Buyer directly or indirectly enters into an agreement to purchase, option, and/or exchange any property of the type described above regardless of the manner in which Buyer was introduced to the property; or

ii. If, within 30 days after expiration of this Agreement, Buyer enters into a contract to acquire property introduced to Buyer during the term of this Agreement by Agent or any third party, unless Buyer has entered into a valid buyer agency agreement with another real estate agent; or

iii. If, having entered into an enforceable contract to acquire property during the term of this Agreement, Buyer defaults under the terms of that contract.

(d) The compensation will be due and payable at closing or upon Buyer's default of any purchase agreement. If Buyer defaults, the total compensation that would have been due the Agent will be due and payable immediately in cash from the Buyer. No assignment of rights in real property obtained for Buyer or any assignee of Buyer or any person/legal entity acting on behalf of Buyer pursuant to this Agreement shall operate to defeat any of Agent's rights under this Agreement.

Notice: Buyer understands and acknowledges that there is the potential for a conflict of interest generated by a percentage of price based fee for representing Buyer. The amount, format or rate of real estate commission is not fixed by law, but is set by each broker individually, and may be negotiable between Buyer and Agent.

5. **DISCLOSURE OF BUYER'S IDENTITY:** Unless otherwise stated in Paragraph 12 below, Agent has Buyer's permission to disclose Buyer's identity.

6. **OTHER POTENTIAL BUYERS:** Buyer understands that other prospective purchasers represented by Agent may seek property, submit offers, and contract to purchase property through Agent, including the same or similar property as Buyer seeks to purchase. Buyer acknowledges, understands and consents to such representation of other prospective purchasers by Agent through its sales associates.

7. **AGENT'S DUTIES:** During the term of this Agreement, Agent shall promote the interests of Buyer by: (a) performing the terms of this Agreement; (b) seeking property at a price and terms acceptable to Buyer; (c) presenting in a timely manner all written offers or counteroffers to and from Buyer; (d) disclosing to Buyer all material facts related to the property or concerning the transaction of which Agent has actual knowledge; and (e) accounting for in a timely manner all money and property received in which Buyer has or may have an interest. Unless otherwise provided by law or Buyer consents in writing to the release of the information, Agent shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by Buyer, if that information is received from Buyer during the brokerage relationship. In satisfying these duties, Agent shall exercise ordinary care, comply with all applicable laws and regulations, and treat all prospective sellers honestly and not knowingly give them false information. In addition, Agent may show the same property to other buyers, represent other buyers, represent sellers relative to other properties, or provide assistance to a seller or prospective seller by performing ministerial acts that are not inconsistent with Agent's duties under this Agreement.

Upon closing of any sale of property not entered in a listing service of which Agent is a member, Buyer authorizes Agent to submit pertinent information concerning the property, including sales price, to such listing service.

8. **BUYER'S DUTIES:** Buyer shall: (a) work exclusively with Agent during the term of this Agreement; (b) pay Agent, directly or indirectly, the compensation set forth above; (c) comply with the reasonable requests of Agent to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; (d) be available for reasonable periods of time to examine properties; and (e) pay for all products and/or services required in the examination and evaluation of properties (examples: surveys, water/soil tests, title reports, property inspections, etc.).

9. **NON-DISCRIMINATION: THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY TO THE AGREEMENT.**

Buyer Initials V.S. _____ Agent Initial MB

10. **OTHER PROFESSIONAL ADVICE:** In addition to the services rendered to Buyer by the Agent under the terms of this Agreement, Buyer is advised to seek other professional advice in matters of law, taxation, financing, insurance, surveying, wood-destroying insect infestation, structural soundness, engineering, and other matters pertaining to any proposed transaction. Although Agent may provide Buyer *the names of providers* who claim to perform such services, Buyer understands that Agent cannot guarantee the quality of service or level of expertise of any such provider. Buyer agrees to pay the full amount due for all services directly to the service provider whether or not the transaction closes. Buyer also agrees to indemnify and hold Agent harmless from and against any and all liability, claim, loss, damage, suit, or expense that Agent may incur either as a result of Buyer's selection and use of any such provider or Buyer's election not to have one or more of such services performed.

☑ Buyer acknowledges receipt of a sample copy of an Offer to Purchase And Contract for review purposes. (vacant land)
☐ Buyer acknowledges receipt of a copy of the brochure *Questions and Answers on: Home Inspections*.

11. **HOME WARRANTY:** The seller of any property Buyer may be interested in buying may or may not provide a home warranty as a part of any sale. If the seller does not provide a home warranty, Buyer may elect to purchase one. Buyer understands that although Agent will assist Buyer in identifying available home warranty products, Buyer must refer specific questions regarding coverage afforded by any such product to the provider thereof.

12. **ADDITIONAL PROVISIONS:** none

13. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No modification of any of the terms of this Agreement shall be valid, binding upon the parties, or entitled to enforcement unless such modification has first been reduced to writing and signed by the parties.

14. **MEDIATION:** If a dispute arises out of or related to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. If the need for mediation arises, the parties will choose a mutually acceptable mediator and will share the cost of mediation equally.

(NOTE: Buyer should consult with Agent before visiting any resale or new homes or contacting any other real estate agent representing sellers, to avoid the possibility of confusion over the brokerage relationship and misunderstandings about liability for compensation.)

Buyer and Agent each hereby acknowledge receipt of a signed copy of this Agreement.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer V. Shevchenko SS/TAX ID# [redacted]
Buyer _____ SS/TAX ID# _____
Mailing Address 60 Ames Ave., Chicopee, MA
Phone: Home 413-204-0958 Work _____ Fax _____
E-mail _____

Agent (Firm) Re/Max Executive Realty Phone 704-540-7500
By: Bboldt Individual license # 205457
Office Address: 6842 Morrison Blvd. Charlotte, 28211
Phone 704-560-6460 Fax 704-362-5524 E-mail nadiabboldt@carolina.rr.com

WORKING WITH REAL ESTATE AGENTS

This is not a contract

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

Buyer or Seller Name (Print or Type)

V. Shevchenko

Buyer or Seller Signature

Buyer or Seller Name (Print or Type)

Buyer or Seller Signature

08-01-05

Date

RE/MAX Executive Realt

Firm Name

Boldt

Agent Name

Disclosure of Seller Subagency

☐ *When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.*

Buyer's Initials Acknowledging Disclosure: _____

Agents must retain this acknowledgment for their file.

Mecklenburg County
Health Department

July 26th, 1990

Jonathan's Landing Development
2300 Two First Union Center
Charlotte, NC 28282

RE: Property located at Jonathan's Ridge Rd.
FILE: 6244A
PARCEL: 19510103,04,05

Dear Sir:

At your request, a field investigation was conducted on the property designated above for the purpose of determining site suitability for the installation of a ground absorption sewage disposal system. The results of this investigation showed the property to be classified UNSUITABLE for the installation of such a system. A copy of the Site Evaluation Report (Serial Number) is enclosed.

State regulations provide that sites originally classified unsuitable may be utilized for the installation of alternate or modified sewage disposal systems provided the requirements of 10 NCAC 10A .1948 (c) are met. A reprint of this section is enclosed for your information.

Should you desire to file for permission to install an alternate or modified sewage treatment system on the property, please submit an Application For An Improvement Permit with an ACCURATELY dimensioned plot plan detailing the location of current and/or proposed buildings, wells and sewage disposal systems to this office. They will be reviewed, and if it is determined that the proposed system may reasonably be expected to function satisfactorily, an Improvement Permit will be issued by the Department upon completion by you, of a formal request for lot reclassification.

If I may be of any assistance, please feel free to call.

Very truly yours,

Gene Vaughan, R.S., Supervisor
On Premises Waste Disposal & Water Supply

Enclosure (2)

Environmental Health Division
1200 Blythe Boulevard • Charlotte, North Carolina 28203 • (704) 376-4603

MECKLENBURG COUNTY HEALTH DEPARTMENT
SITE EVALUATION REPORT
SERIAL NUMBER 18044

File: 62 44A Action 7
Parcel: 195-193-10 NWAM 11-4-96 ☐ PC
~~PO 195-101-03,04,05~~

Location:

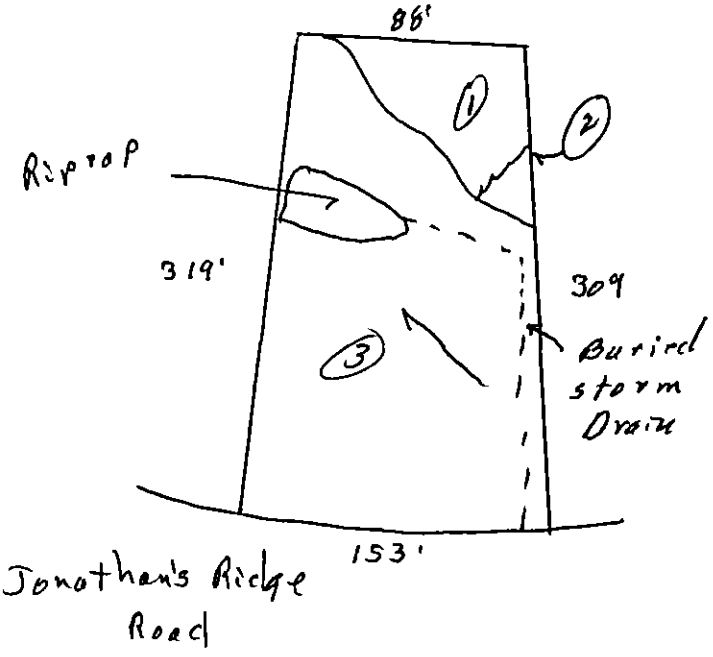
Subdivision:

Lot: 14 Block: Acres: .86

Owner:
Address:

Comments: 100% Repair

Described by: William R. Medlin
Date: 7-25-96



***** EVALUATION KEY *****
S = Suitable U = Unsuitable
PS = Provisionally Suitable
The "Area Classification" below indicates the suitability of areas in the diagram.

FACTORS	AREA 1	AREA 2	AREA 3	AREA 4	AREA 5	AREA 6
Topography	S (PS) U 6-12%	S PS (U) complex slopes	S PS (U) Drainageway Depression	S PS U	S PS U	S PS U
Texture	S (PS) U Clay	S PS U	S PS U	S PS U	S PS U	S PS U
Structure	S (PS) U Blocky	S PS U	S PS U	S PS U	S PS U	S PS U
Drainage	S (PS) U 7-36" to water	S PS U	S PS U	S PS U	S PS U	S PS U
Depth	S (PS) U 36"+	S PS U	S PS U	S PS U	S PS U	S PS U
Restrictive Horizons	S (PS) U 7-36"	S PS U	S PS U	S PS U	S PS U	S PS U
Available Space	S PS (U) Restricted	S PS U	S PS U	S PS U	S PS U	S PS U
Other (specify)	S PS U	S PS U	S PS U	S PS U	S PS U	S PS U
Soil Group/Series	III Tetotum-Helena	complex slopes	Drainageway Depression			
Area Classification	S PS (U)	S PS (U)	S PS (U)	S PS U	S PS U	S PS U

APPLICATION FOR SOIL INVESTIGATION

Lot #623A

14

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 624 #A

TC: _____

☐ PC ☐ REPT

JOB LOCATION

① ADDRESS: 13901 Jonathan's Ridge Road

② SUBDIVISION: Jonathan's Landing ③ LOT: 14 ④ BLOCK: _____

⑤ PARCEL REFERENCE: BOOK NO.: PO 195 PAGE NO.: 101 PARCEL NO.: 03, 04 & 05

⑥ DEED REFERENCE: BOOK NO.: DB 6001 PAGE NO.: 348

OWNER

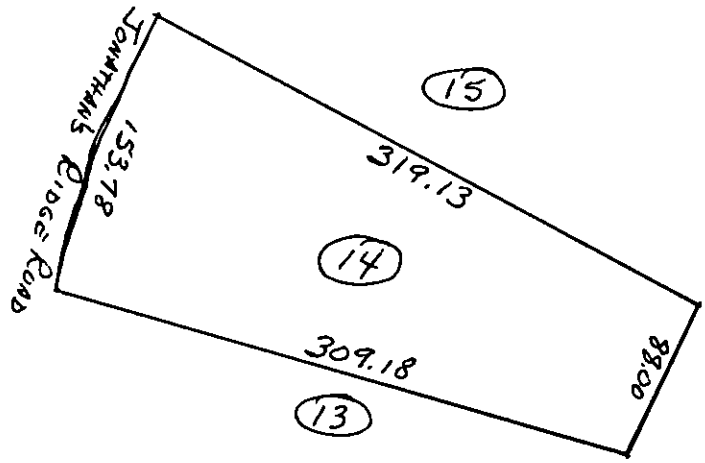
⑦ NAME: Jonathan's Landing Development, a North Carolina General Partnership
(FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 2300 Two First Union Center

⑨ CITY: Charlotte ⑩ STATE: N. C. ⑪ ZIP: 28282

⑫ PHONE: (WORK) 704-372-4884 (HOME) 704-366-9509

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, 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: _____
H. PARKS HELMS, General Partner

Date: 11/16/89

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

WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER'S COPY