

4629 RIVER BLUFF CT

11322345

1/9/2008

duponbj

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

FEE: _____
DATE: _____

AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION

PERMIT NUMBER: 5798B
PARCEL NUMBER: ~~113-222-02~~
113-223-45

JOB LOCATION ADDRESS: 4629 River Bluff Court
PROPERTY OWNER: Jeffery Trepel
BUILDING CONTRACTOR: —
SUBDIVISION NAME: —
AUTHORIZATION ISSUED BY: David Cornelius, R.S. DATE: 12/02/04

D. Cornelius, R.S. 12/3/04
DENR/DEH AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 5789B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

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

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

5. OTHER CONDITIONS:
   100' Buffer from river.
   Install Pressure Manifold.

113-223-45

CONDITIONS OF IMPROVEMENT PERMIT / CONSTRUCTION AUTHORIZATON

Permit Number: **5789B** Tax Number: ~~113-223-02~~

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

Basement: ☒ Yes ☐ No ☐ Partial Basement

Primary Wastewater System

Type: ☐ I ☐ II ☒ III ☐ IV ☐ V ☐ VI

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

0.3 Long-term acceptance rate (GPD/ft^2)	480 Max gallons/day wastewater flow	1200 Absorption Area (ft^2)	9 Trench spacing (min. on centers) (ft)
Serviced by private well: ☒ Yes ☐ No	1500 Gallon septic tank	400 Total trench length (ft)	24 Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.)
4 Bedrooms in residence	1000 Gallon pump tank	na Depth of stone (in)	

Any surface water present: **Yes** Type: **River** Minimum separation distance (ft): **100**

Additional conditions: **100' buffer from river.**
Install Pressure Manifold.

Repair Area System

Type: ☐ I ☐ II ☒ III ☐ IV ☐ V ☐ VI

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

1200 Absorption Area (ft^2) 400 Total trench length (ft)	na Depth of stone (in)	9 Trench spacing (min. on centers) (ft)	24 Maximum trench depth (in)

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

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

*** This Improvement permit is transferable.

DENR Authorized Agent — Date: 12/3/04

Owner/Agent Signature — Date: 12/3/04

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

NC DENR
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

PROPOSED PLOT PLAN

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

FILE: 5789B

TC: 113-222-02

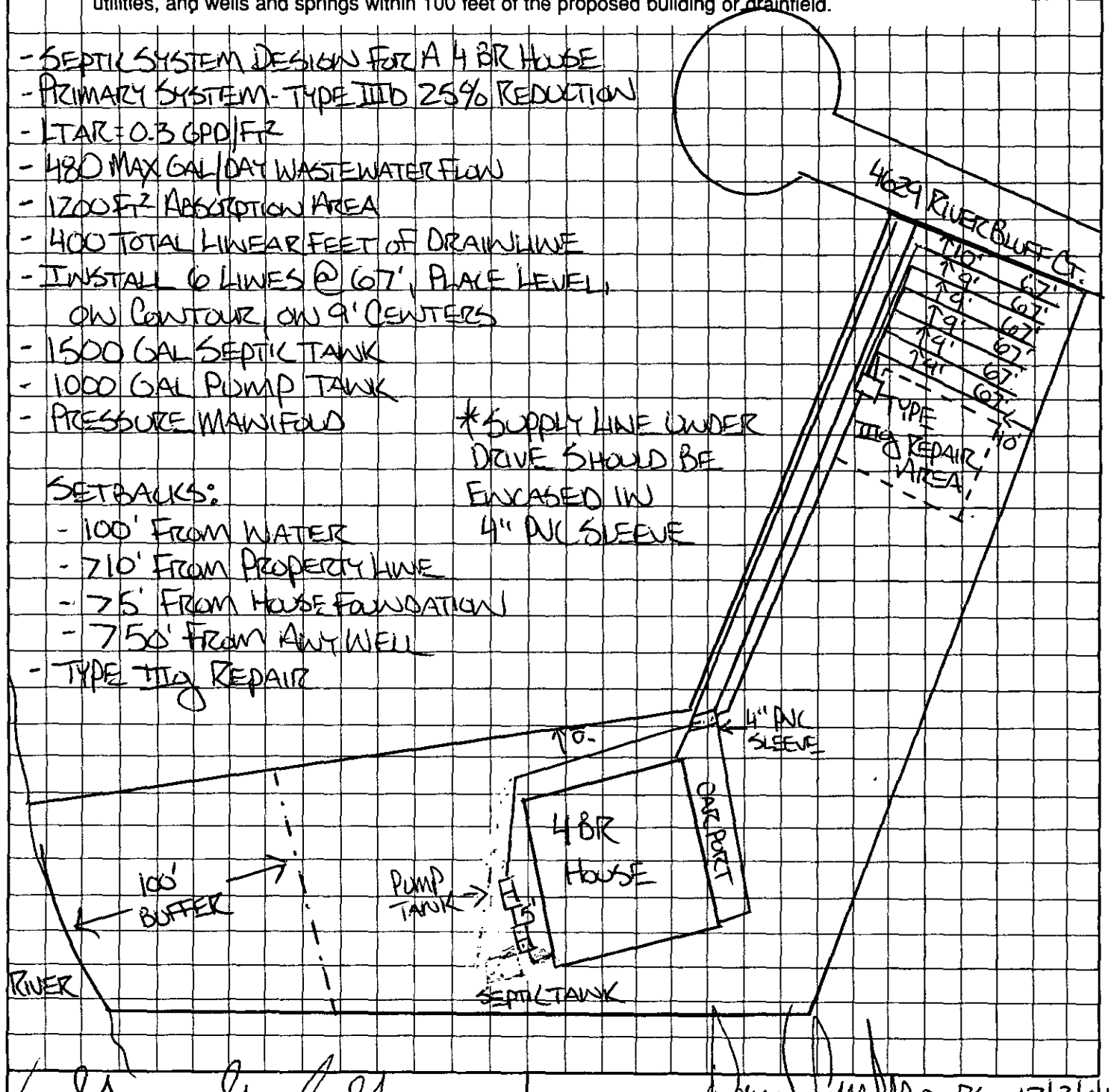
Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.

- SEPTIC SYSTEM DESIGN FOR A 4 BR HOUSE
- PRIMARY SYSTEM - TYPE IIID 25% REDUCTION
- LTAR = 0.3 GPD/FT²
- 480 MAX GAL/DAY WASTEWATER FLOW
- 1200 FT² ABSORPTION AREA
- 400 TOTAL LINEAR FEET OF DRAINLINE
- INSTALL 6 LINES @ 67', PLACE LEVEL, ON CONTOUR, ON 9' CENTERS
- 1500 GAL SEPTIC TANK
- 1000 GAL PUMP TANK
- PRESSURE MANIFOLD

SETBACKS:
- 100' FROM WATER
- 710' FROM PROPERTY LINE
- 75' FROM HOUSE FOUNDATION
- 750' FROM ANY WELL

- TYPE IIIa REPAIR

*SUPPLY LINE UNDER DRIVE SHOULD BE ENCASED IN 4" PVC SLEEVE



OWNER/AGENT SIGNATURE

DATE 12/3/04

APPROVAL DATE 12/3/04

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

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

Sheet: 223-45
Property ID: 113-222-02
Lot #: 35
File #: 5789B
Code: 1
AOS

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Jeffery Trepel
Applicant: Grant Golderburg
Address: 514 W. 4th Avenue, Gastonia, N. C. 28502
Date Evaluated: 11/16/2004
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: 1.36a
Location of Site: 4629 River Bluff Court
Property Recorded:
Water Supply: [ ] Public [ ] Individual [x] Well -shared [ ] Spring [ ] Other
Evaluation Method: [ ] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [ ] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .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, 25	0-4	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48	N/A	NONE	PS, IV .3GPD/FT^2
		4-48	SBK/C	FI/SEXP/S/P					
2	"	0-6	GR/CL	FR/SEXP/SS/SP	>49" TO SOIL WETNESS	49	"	"	"
		6-49	SBK/C	FI/SEXP/S/P					
3	"	0-2	GR/CL	FR/SEXP/SS/SP	>21" TO SOIL WETNESS	21	"	"	US, IV .15GPD/FT^2
		2-8	SBK/C	FI/SEXP/S/P					
		8-21	M/CL	FR/SEXP/SS/SP					
4	LS, 20	0-5	GR/CL	"	>48" TO SOIL WETNESS	48	"		PS, IV .3GPD/FT^2
		5-32	SBK/C	FI/SEXP/S/P					
		32-48	SBK/CL	FR/SEXP/SS/SP					
5	"	0-7	GR/CL	"	>48" TO SOIL WETNESS	"	"	"	"
		7-48	SBK/C	FI/SEXP/S/P					
6	LS, 15	0-8	GR/CL	FR/SEXP/SS/SP	>49" TO SOIL WETNESS	49	"	"	"
		8-49	SBK/C	FI/SEXP/S/P					
7	LS, 10	0-9	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	49	"	"	"
		9-48	SBK/C	FI/SEXP/S/P					
8	"	0-7	GR/CL	FR/SEXP/SS/SP	>49" TO SOIL WETNESS	"	"	"	"
		7-49	SBK/C	FI/SEXP/S/P					

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

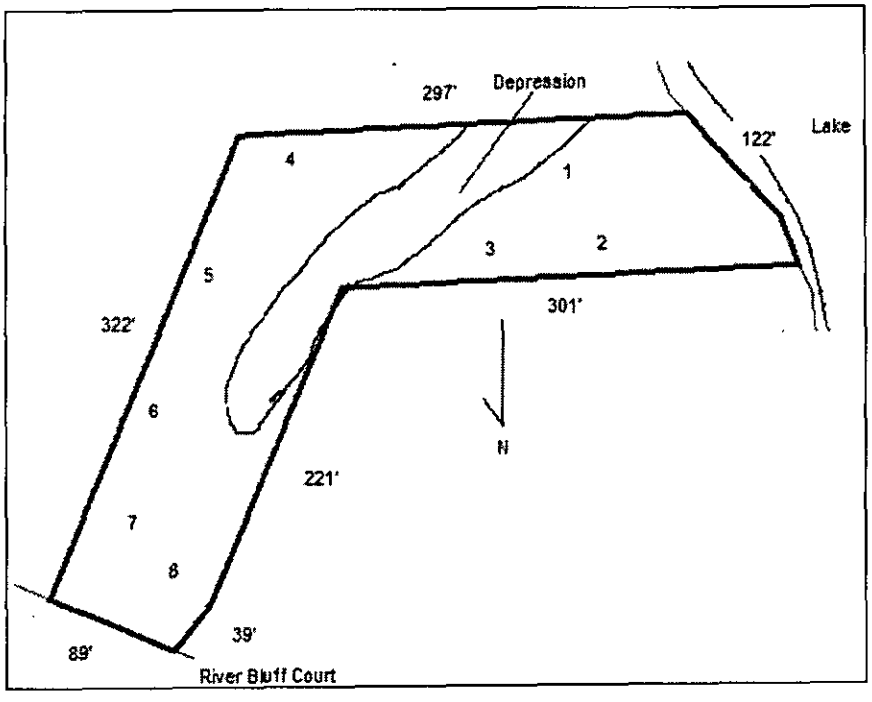
Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Marlin, LSS, 11/17/2004, W.R. Marlin
Others Present:

COMMENTS:
100% repair, system would need pump

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



113-228-02

FEE: 200.00
DATE: 11/9/04
Check 10166 JKA

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

[ ] CRT

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

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

FILE #: 57896

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 11322345

STREET ADDRESS: 4629 River Bluff Court

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER: 35

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 4,500

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 2

TOWNSHIP (CHECK ONE):

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

CLOSING DATE: December 15, 2004

FOUNDATION FOR RESIDENCE:

___ WITHOUT BASEMENT ON SLAB
X CRAWL SPACE
X WITH BASEMENT /PLUMBING
___ WITH BASEMENT /NO PLUMBING

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

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: ___ YES X NO TYPE: _____

WATER SUPPLY (CHECK ONE):

___ COMMUNITY (C)
X SHARED WELL (S)
___ MUNICIPAL (M)
___ OTHER 'SPRINGS' (O)
___ PRIVATE WELL (P)

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

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

PROPERTY OWNER:

NAME: (LAST) Trepel (FIRST) Jeffery (MI)
ADDRESS: 514 W 4th Avenue
CITY: Gastonia STATE: NC ZIP: 28502
DAYTIME PHONE: (704) 519-9406

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

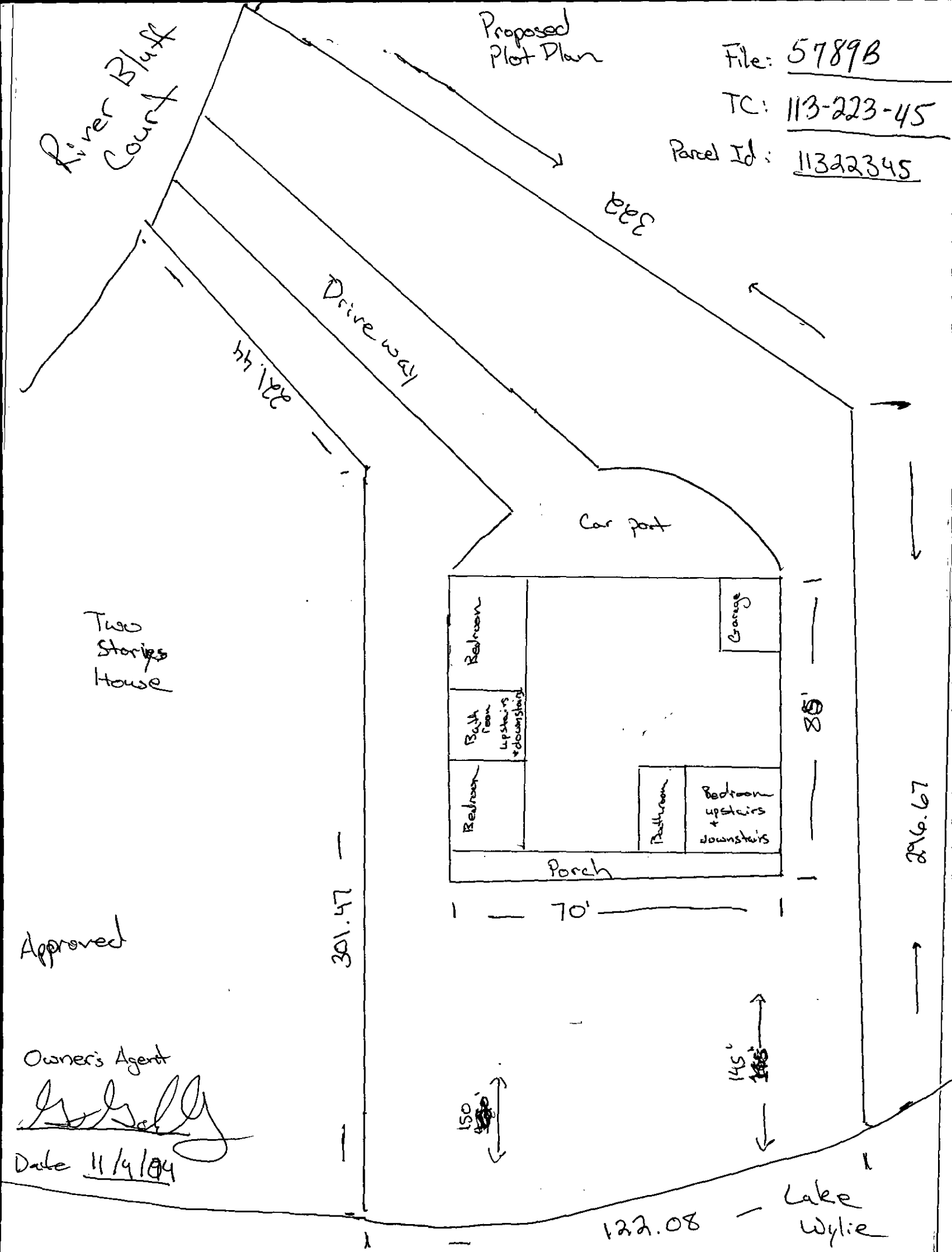
NAME: (LAST) Goldberg (FIRST) Grant (MI) D
DAYTIME PHONE: (704) 287-0282
501 Heathermoor Court
Charlotte NC 28209

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 12/15/98

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

SIGNED: [signature] DATE: 11/9/04

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


Proposed Plot Plan
File: 5789B
TC: 113-223-45
Parcel Id: 11322345
River Bluff Court
393
Driveway
Car port
Two Stories House
Bedroom
Bath room upstairs + downstairs
Bedroom
Garage
Bathroom
Bedroom upstairs + downstairs
Porch
85'
70'
301.47
296.67
Approved
Owner's Agent
Date 11/4/04
150'
145'
Lake Wylie
122.08

OFFER TO PURCHASE AND CONTRACT

Grant Goldenberg and Jennifer Goldenberg, as Buyer, hereby offers to purchase and Jeffrey Trepel, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Charlotte, County of Mecklenburg In the State of North Carolina being known as and more particularly described as:
Street Address 4629 River Bluff Court Zip
Legal Description: Lt 35 (River Walk Plantation) -M29-675, Parcel Id 11322345
(☐ All ☐x A portion of the property in Deed Reference: 10113 , Page No. 77 , County.)
Book

NOTE: Prior to signing the Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property, EXCEPT the following items:

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

4. **PURCHASE PRICE:** The purchase price is: $ One Hundred Forty-one Thousand Dollars ($141,000) and shall be paid as follows:
(a) Four Thousand ($4,000), EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other to be deposited and held in escrow by Salvatore Balsamo, P.C. ~~An Agent of the Sellers to be Determined~~, as 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) $ _____, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than _____.
(c) $ _____, 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) $ _____, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 137,000, BALANCE of the purchase price in cash at closing.

5. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before November 10, 2004, effective through the date of closing, for a ☐ FHA ☐ VA (attach FHA/VA Financing Addendum) ☒ Conventional ☐ Other _____ loan at a ☒ Fixed Rate ☐ Adjustable Rate ☐ Other: _____ in the principal amount of $120,000 for a term of 20 year(s), at an interest rate not to exceed 6.5 % per annum, with mortgage loan discount points not to exceed 1 % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: _____.
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for single family residential purposes.
(c) The Property must be in substantially the same or better condition at closing as on the date of this offer, reasonable wear and tear excepted.
(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
(e) Title must be delivered at closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

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

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of closing; (e) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are $~~200~~ 290.00 per year.

8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any, being paid by Seller.

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property.

11. **LABOR AND MATERIAL:** Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) *Property Disclosure:*

☐ Buyer has received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract.

☐ Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

☒ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES)

☐ The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum.)

(b) Property Inspection: *Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto. Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before* _____. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

(c) Wood-Destroying Insects: *Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed* pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) Repairs: *Pursuant to any inspections in (b) and/or (c) above, if any repairs are necessary, Seller shall have the option of (i) completing them, (ii) providing for their completion, or (iii) refusing to complete them. If Seller elects not to complete or provide for the completion of the repairs, then Buyer shall have the option of (iv) accepting the Property in its present condition, or (v) terminating this contract, in which case all earnest monies shall be* refunded. Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, any items not covered by (b)(i), (b)(ii), (b)(iii) and (c) above are excluded from repair negotiations under this contract.

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

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

14. *CLOSING:* *Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and* papers necessary in connection with closing and transfer of title on or before December 15, 2004, at a place designated by Buyer. The deed is to be made to Grant Goldenberg and Jennifer Goldenberg

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

16. OTHER PROVISIONS AND CONDITIONS:

This Offer to Purchase and Contract and the Closing set forth in Paragraph 14 hereof are conditioned upon the following: (1) the Property qualifies, to the reasonable satisfaction of Buyer, for a dock permit which allows Buyer to construct a dock appropriate for the size and configuration of the Property; and (2) the Property meets, to the reasonable satisfaction of Buyer, all Mecklenburg County standards for: (i) the installation of a septic system which services at least a 4-bedroom house; and (ii) the construction of a house of at least 3,500 heated (interior) square feet, which could be accomplished through the construction of a multi-story dwelling. Any and all application, testing and analysis which may be necessary or appropriate to obtain such conditions shall be the responsibility of the Buyer

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

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

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

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

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

22. EXECUTION: This offer shall become a binding contract when signed (facsimile signatures are valid and binding) by both Buyer and Seller.

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

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

Buyer Grant Goldenberg
SS/Tax ID# 407-13-2899

Buyer Jennifer Goldenberg (SEAL)
SS/Tax ID# 300-68-9464
Date: 11/7/04

Seller Jeffrey Trepel
SS/Tax ID# 147-46-4475

Seller _____ (SEAL)
SS/Tax ID# _____
Date: _____

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

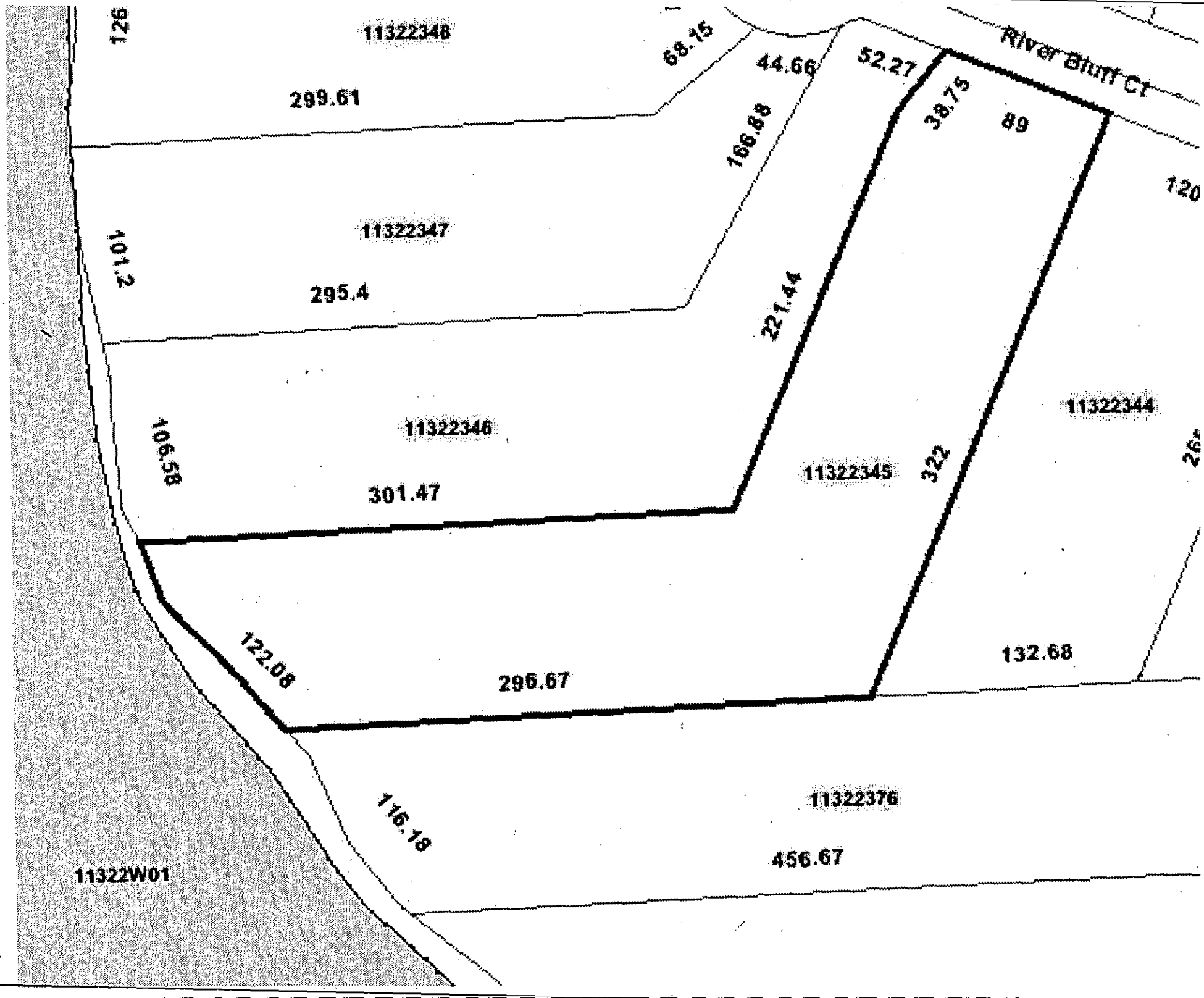
Date _____ Firm: _____

By: _____

Selling Agent/Firm/Phone _____ Acting as ☐ Buyer's Agent ☐ Seller's (sub)agent ☐ Dual Agent

Listing Agent/Firm/Phone _____ Acting as ☐ Seller's (sub)agent ☐ Dual Agent

Doc. No.


126
11322348
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