

6104 PAMELA ST

01302231

1/10/2008

duponbj

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

MECKLENBURG COUNTY
Health Department

Febuary 9, 2006

John L. Mansel
3320 Sargent Drive
Charlotte, NC 28217

Re: Application for improvement permit for
Property Site: 6104 Pamela Street
Health Department file number: **6326B**

Dear Property Owner or Owner's Agent:

The Mecklenburg County Health Department, Environmental Health Division on **Febuary 08, 2006** evaluated the above-referenced property at the site designated on the site plan that accompanied your improvement permit application. According to your application the site is to serve a four bedroom house, 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 **Febuary 09, 2006.** 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,

Jeremy Michelone, R.S.
Authorized Agent - DENR

Encl: (2)

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

Sheet: 1 of 2
Property ID: 013-022-30, 31
Lot #: 1 & 2
File #: 6326B
Code: 3

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: John L. Mansel
Applicant: Elizabeth Brown
Address: 3320 Sargent Drive, Charlotte, N. C. 28217
Date Evaluated: 2/7/06
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: .42a
Location of Site: 6104 Pamela St.
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 8	0-4	GR/SCL	FR/SEXP/SS/SP	>14" TO SOIL WETNESS	14	N/A	NONE	US
		4-14	SBK/SC	VFI/EXP/VS/VP					
2	"	0-5	GR/SCL	FR/SEXP/SS/SP	>27" TO SOIL WETNESS	27	"	"	"
		5-11	SBK/SCL	"					
		11-27	SBK/C	VFI/EXP/VS/VP					
3	LS, 5	0-8	GR/SCL	FR/SEXP/SS/SP	>26" TO SOIL WETNESS	26	"	"	"
		8-26	SBK/C	VFI/EXP/VS/VP					
4	"	0-4	GR/SCL	FR/SEXP/SS/SP	>16" TO SOIL WETNESS	16	"	"	"
		4-16	SBK/C	VFI/EXP/VS/VP					

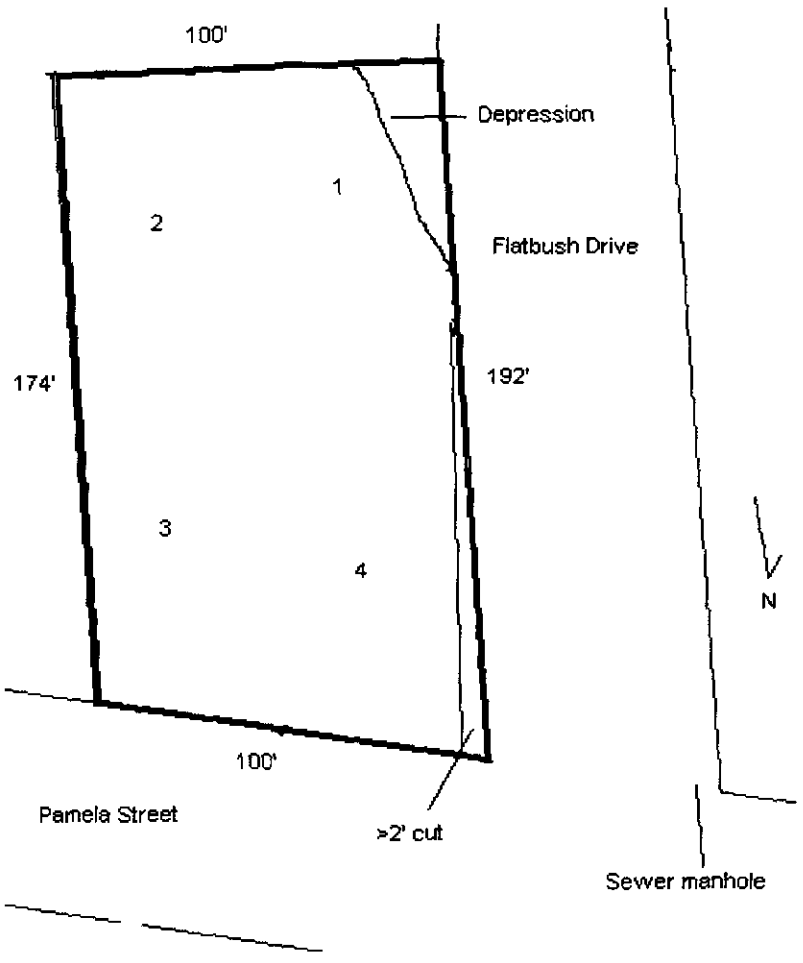
Description	Initial System	Repair System
Available Space (.1945)	US	US
System Type(s)		
Site LTAR		

Other Factors (.1946):
Site Classification (.1948): UNSUITABLE
Evaluated By: W. R. Marlin, LSS, 2/7/2006. 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				
FP-Flood Plain		CL-Clay Loam		
		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	



$200.00 Visa Payment 1/31/06 VW

Application #2607

GWS – RES. APP 07/05

[redacted]

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

[redacted]

AP 002431

FILE # 63268

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 #: 013-022-36

STREET ADDRESS: 6104 & 6108 PAMELA ST.

CITY: HUNTERSVILLE

STATE: NC ZIP: 28078

SUBDIVISION OR MOBILE HOME PARK NAME: BILTMORE PARK

LOT #: LIBLM12-105 / 6104 & 6108

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: 2400-2600 Approx.

NUMBER OF BEDROOMS: 4

NUMBER OF OCCUPANTS: 2

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

PROPERTY OWNER:

NAME: ELIZABETH BROWN
ADDRESS: 15 COLEMAN AVE
CITY: SPENCERPORT
STATE: NY ZIP: 14559
HOME PHONE: 585-3528057 WORK PHONE: 585-3920362
MOBILE PHONE: 585-944-7090 FAX:

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME:
ADDRESS:
CITY:
STATE: ZIP:
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?

WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? 2/25/06

"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.

Owner's/Agent's Signature 1/30/06 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.

Owner's/Agent's Signature 1/30/06 Date

MECKLENBURG COUNTY HEALTH DEPARTMENT
GROUNDWATER & WASTEWATER SERVICES
700 N. TRYON ST., SUITE 211
CHARLOTTE, NC 28202 704-336-5103 / FAX: 704-336-8894

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5103

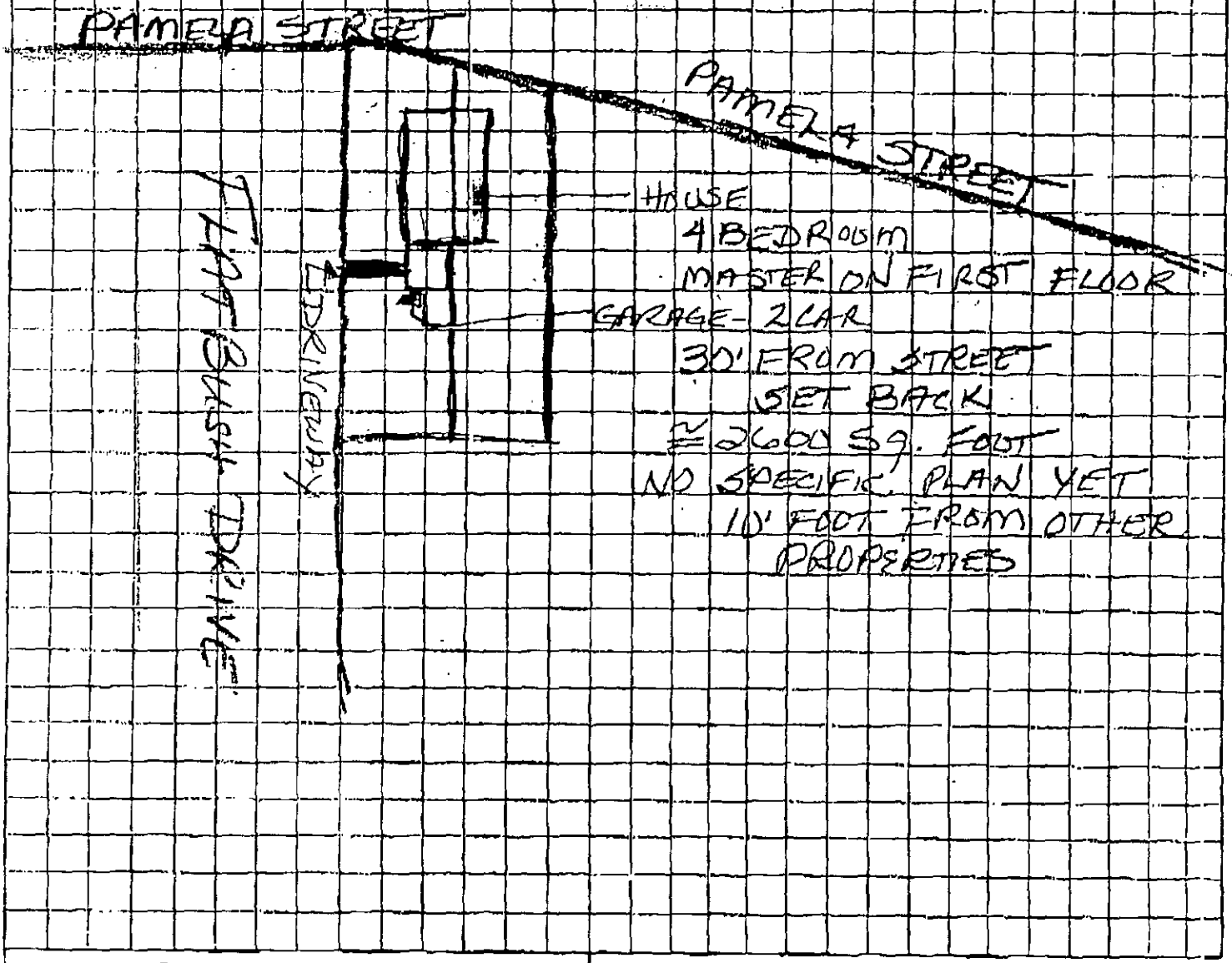
PLOT MAPS ATTACHED

FILE: _____

TC: _____

1 square = 20 feet

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



OWNER/AGENT SIGNATURE

DATE 1/30/06

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

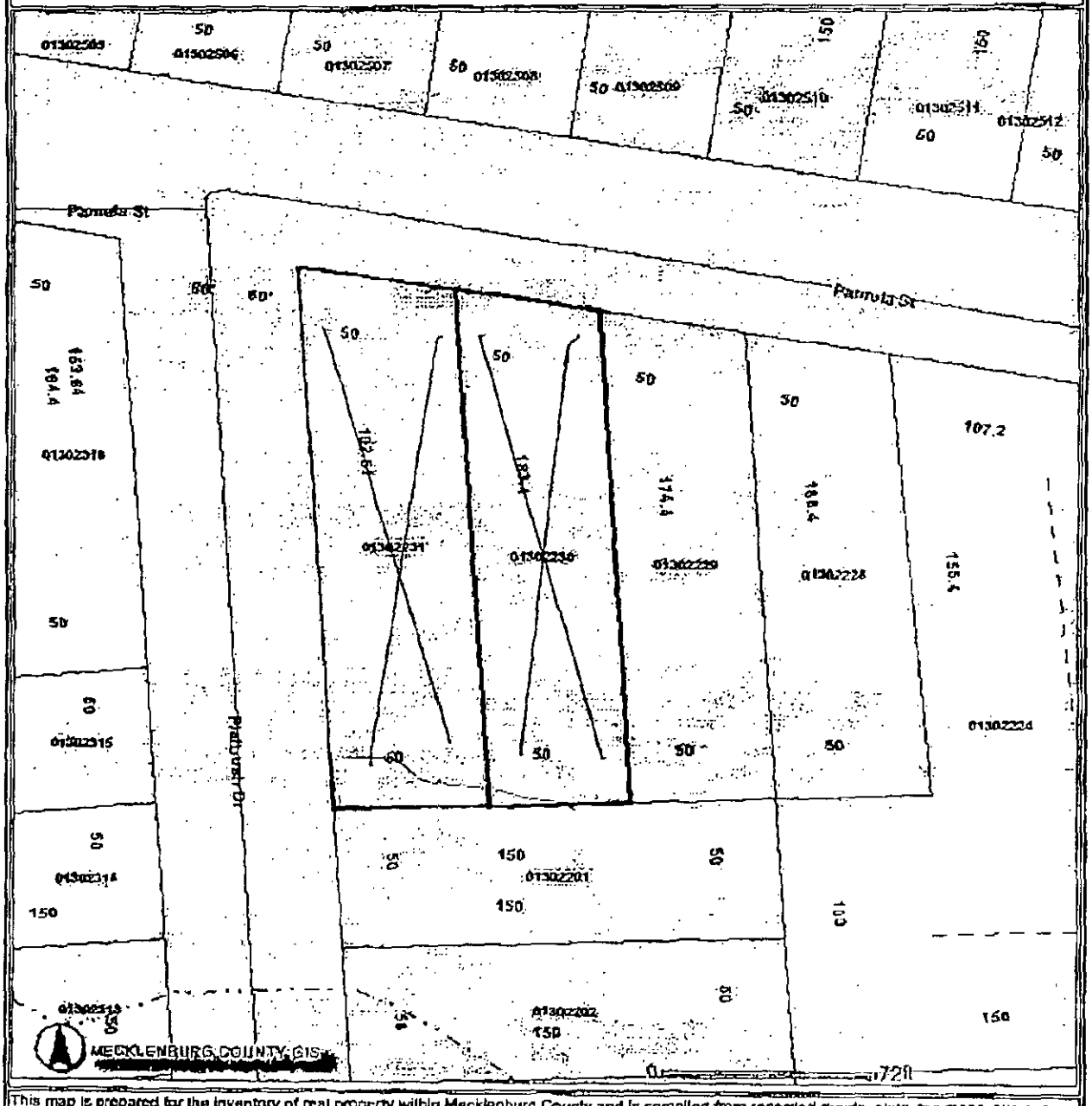
Mecklenburg County, North Carolina

POLARIS

Property Ownership Land Records Information System

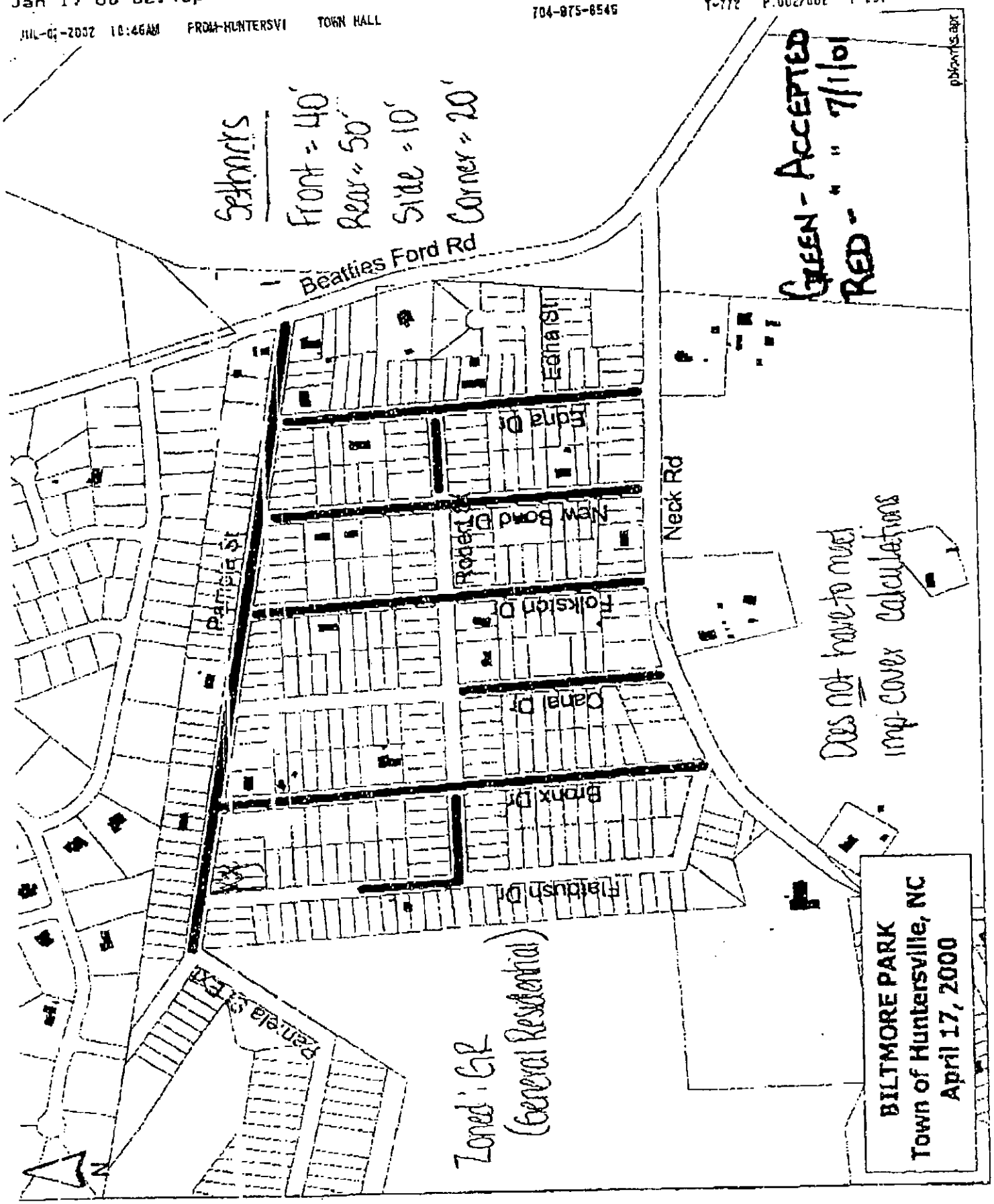
Date Printed: Thu Aug 25 15:48:03 EDT 2005

6108 Pamela Street



This map is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

Survey map


Setbacks
Front = 40'
Rear = 50'
Side = 10'
Corner = 20'
Green - Accepted
Red - " " 7/1/01
Beatties Ford Rd
Edna St
Edna Dr
New Bond Dr
Robert Dr
Tolkien Dr
Canal Dr
Bronx Dr
Flatbush Dr
Neck Rd
Does not have to meet
10% cover calculations
Zoned: CR
(General Residential)
BILTMORE PARK
Town of Huntersville, NC
April 17, 2000

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	01/31/06	**Amount:**	200.00
Receipt #:	40599	**Tendered:**	0.00
Check / Auth #:	VISA 002431	**Returned:**	0.00
Received By:	WALKEVA		

Account Information

Account #: 200000
Contractor: BROWN ELIZABETH
Attn:
Address: 15 COLEMAN AVE
Address:
City/State/Zip: SPENCERPORT, NY 14559

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen 6104 PAMELA STREET		1	200.00	200.00

----------Outstanding Balances----------

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance

OFFER TO PURCHASE AND CONTRACT-VACANT LAND/LOT

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).

Elizabeth A. Brown, as Buyer, hereby offers to purchase and *John L. Mansel*, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of *Huntersville*, County of *Mecklenburg*, State of North Carolina, being known as and more particularly described as:
Street Address *6104 Pamela Street & 6108 Pamela Street* Zip *28078*
Subdivision Name *Biltmore Park*
Plat Reference: Lot *L1BLM12-105*, Block or Section *6104 & 6108* as shown on Plat Book or Slide *03746* at Page(s) *783* (Property acquired by Seller in Deed Book *03746* at Page *783*).

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 $ *25,000.00* and shall be paid as follows:

(a) $ *1,000.00*, EARNEST MONEY DEPOSIT with this offer by cash personal check bank check ☒ certified check other: *n/a* to be deposited and held in escrow by *Keller Williams 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) $ *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) $ *24,000.00*, 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: — loan at a ☒ Fixed Rate Adjustable Rate in the principal amount of *98%* for a term of *30* year(s), at an initial interest rate not to exceed *12* % per annum, with mortgage loan discount points not to exceed *2* % of the loan amount. Buyer shall apply for said loan within *10* 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 *15 days from contract* 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

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

STANDARD FORM 12-T
© 7/2005

Buyer Initials EAB _____ Seller Initials _____ _____

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 *N/A*

5. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are $ *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 $ *500.00* 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 *2/27/06* at a place designated by Buyer. The deed is to be made to *Elizabeth A. Brown* .

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.

Buyer Initials EAB ____ Seller Initials ____ ____

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

X 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 2/10/06 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.

X This contract is contingent upon Buyer obtaining an Improvement Permit or written evalution from the County Health Department ("County") for a (check only ONE) X 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 2/10/06 , 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 2/13/06 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 2/10/06 . The cost of the appraisal shall be borne by Buyer.

(d) CLOSING SHALL CONSTTURE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITON 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.

Buyer Initials EAB _____ Seller Initials _____ _____

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.Both 6108 & 6104 Pamela Street combined must perk test for 4 bedroom residential construction.*

2. See Additional Provisions Addendum

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: 1/25/06 Date:

Buyer Elizabeth A. Brown (SEAL) Seller John L. Mansel (SEAL)

Date: Date:

Buyer _____ (SEAL) 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 Firm: Keller Williams Realty

By: _____
(Signature)

Selling Agent/Firm/Phone K.T. Mills / Keller Williams Realty / 704.358.9869

Acting as X Buyer's Agent Seller's (sub)Agent Dual Agent

Listing Agent/Firm/Phone Linda Kidd / Century 21 Hecht Realty, Inc. / 704.892.6556

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

ADDITIONAL PROVISIONS ADDENDUM

Property Address: ***6104 & 6108 Pamela Street***

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Offer to Purchase and Contract - Vacant Lot/Land ("Contract"). Those provisions marked "N/A" shall not apply.

1. *N/A* **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to , on or before AM PM, on , or until withdrawn by the Buyer, whichever occurs first.

2. *N/A* **INTEREST BEARING TRUST ACCOUNT: Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the Escrow Agent named in the Contract. Any interest earned thereon shall belong to the Escrow Agent in consideration of the expenses incurred by maintaining such account and records associated therewith.**

3. *X* **SEWER SYSTEM:** This Contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) X 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 *02/10/06*, 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 *2/13/06* that this condition cannot be satisfied, time being of the essence.

4. *N/A* **FLOOD HAZARD ZONE:** Buyer has been advised that the Property is located in an area which the Secretary of HUD has found to have special flood hazards and that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

5. *N/A* **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This Contract is contingent upon closing of an existing contract on Buyer's real property located at:

on or before . If this contingency is not removed on or before midnight of , Seller may terminate this Contract and all earnest monies shall be returned to Buyer.

6. *N/A* **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before , true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This Contract is contingent upon buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this Contract shall be terminated and all earnest monies shall be returned to Buyer. NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.

7. *N/A* **HOME WARRANTY** (select only one of the following): Buyer may obtain a one-year home warranty at a cost not to exceed $ and Seller agrees to pay for it at Closing. Seller has obtained and will provide a one-year home warranty from at a cost of $ and will pay for it at Closing.

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

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Buyer Initials _____ Seller Initials _____

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT OR THE VACANT LOT OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

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Buyer: Elizabeth A. Brown (SEAL) Date 1/25/06
Elizabeth A. Brown

Buyer: _____ (SEAL) Date

Seller: _____ (SEAL) Date
John L. Mansel

Seller: _____ (SEAL) Date

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DUAL AGENCY ADDENDUM

This DUAL AGENCY ADDENDUM hereby modifies the attached: ***(Instructions: Initial applicable agreement)***

____	NCAR Form #101 (Exclusive Right to Sell Listing Agreement)	dated ____
EJB	NCAR Form #201 (Exclusive Right to Represent Buyer)	dated 1/25/06
____	NCAR Form #203 (Agency Disclosure & Non-Exclusive Buyer Agency Agreement)	dated ____
____	NCAR Form #601 (Exclusive Right to Sell Listing Agreement – Auction Sales)	dated ____

employing Keller Williams Realty (hereinafter referred to as "Broker"). The term "Broker" shall sometimes hereinafter include Broker and its individual sales associates, as the sense requires.

The potential for Dual Agency arises if a Buyer who has an agency relationship with the Broker becomes interested in viewing a property listed with the Broker. A Broker may represent more than one party in the same transaction only with the knowledge and informed consent of all parties for whom the Broker acts.

1. **DUAL AGENCY:** It is agreed that Broker, acting by and through its individual sales associates, may serve as both Seller's Agent and Buyer's Agent in the representation of Seller's property to Buyer should circumstances creating Dual Agency arise. In the event Broker serves as a Dual Agent, the parties agree that without permission from the party about whom the information pertains, Broker shall not disclose to the other party the following information:

(a) that a party may agree to a price, terms, or any conditions of sale other than those offered;
(b) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
(c) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

2. **BROKER'S DUAL AGENT ROLE:** If Broker serves as Agent for both Seller and Buyer in a transaction, Broker shall make every reasonable effort to represent Seller and Buyer in a balanced and fair manner. Broker shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and Buyer. Seller and/or Buyer understand and acknowledge that:

(a) Prior to the time Dual Agency occurs, Broker will act as the exclusive Agent of Seller and/or Buyer;
(b) In those separate roles Broker may obtain information which, if disclosed, could harm the bargaining position of the party providing such information to Broker;
(c) Broker is required by law to disclose to Buyer and Seller any known or reasonably ascertainable material facts.

Seller and/or Buyer agree Broker shall not be liable to either party for (1) disclosing material facts required by law to be disclosed; and (2) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

3. **SELLER'S AND BUYER'S ROLES:** Should Broker become a Dual Agent, Seller and/or Buyer understand and acknowledge that:

(a) They have the responsibility of making their own decisions as to what terms are to be included in any purchase and sale agreement between them;
(b) They are fully aware of and understand the implications and consequences of Broker's dual agency role as expressed herein to provide balanced and fair representation of Seller and Buyer and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;
(c) They have determined that the benefits of entering into this Dual Agency relationship with Broker, acting as Agent for them both, outweigh any disadvantages or adverse consequences;
(d) They may seek independent legal counsel to assist them with the negotiation and preparation of a purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a purchase and sale agreement.

Seller and/or Buyer agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Broker's role as a Dual Agent. Seller and Buyer shall have a duty to protect their own interests and should read this agreement and any purchase and sale agreement carefully to ensure that they accurately set forth the terms which they want included in said agreements.

4. **DESIGNATED AGENT OPTION** (initial only if applicable):

____ Buyer hereby authorizes the Broker (Firm) to designate an agent(s) to represent the Buyer, to the exclusion of any other licensees associated with the Broker. The agent(s) shall not be so designated and shall not undertake to represent only the interests of the Buyer if the agent(s) has actually received confidential information concerning the Seller in connection with the transaction. The designated agent(s) shall represent only the interests of the Buyer to the extent permitted by law.

____ Seller hereby authorizes the Broker (Firm) to designate an agent(s) to represent the Seller, to the exclusion of any other licensees associated with the Broker. The agent(s) shall not be so designated and shall not undertake to represent only the interests of the Seller if the agent(s) has actually received confidential information concerning the Buyer in connection with the transaction. The designated agent(s) shall represent only the interests of the Seller to the extent permitted by law.

THIS IS INTENDED TO BE A LEGALLY BINDING DUAL AGENCY ADDENDUM THAT MAY ULTIMATELY RESTRICT YOUR LEGAL RIGHTS OR REMEDIES. IF YOU DO NOT UNDERSTAND THIS ADDENDUM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT AN ATTORNEY BEFORE YOU SIGN IT.

Buyer or Seller and Broker each hereby acknowledge receipt of a signed copy of this Dual Agency Addendum.

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	Date 1/25/06	Seller	Date
Buyer	Date	Seller	Date
Broker (Firm) Keller Williams	Date Jan 24-06	Broker (Firm)	Date
By: Sales Associate K. T. Mills	Date Jan 24-06	By: Sales Associate	Date

HSBC

FACSIMILE COVER SHEET

VALERIE- CALL 5855920362 TODAY PLEASE!

HSBC Securities (USA) Inc.
Please input local branch address here

To: Valerie Walker

Date: 1/30/06

File Ref.

Fax No: 704-336-6894

Total no of pages = cover + 13

From: **ELIZABETH BROWN**
HSBC SECURITIES, 4707 LAKE AVE S.
BROCKPORT, NY 14420

If you do not receive all pages, please telephone or telex immediately.

Fax No: 585-637-9703 Telephone/Telex: 585-395-1491

Urgent: ☒ Yes ☐ No

Confidential: ☐ Yes ☐ No

Subject: Application

This facsimile is intended for the named recipient only and may contain privileged and confidential information. If you have received this facsimile in error, please notify us immediately. Please do not disclose the contents to anyone or copy it to outside parties. Thank you.

Message: Valerie - I hope I did this right! Made a blank copy in case! I am also sending the purchase agreement & the recorded maps with the actual specifics! Call me for $ @ 585-395-1491 -

Securities and Annuities are provided by Registered Representatives and Insurance Agents of HSBC Securities (USA) Inc., member NYSE/NASD/SIPC, registered Futures Commission Merchant, a wholly-owned subsidiary of HSBC Markets (USA) inc. and an indirectly wholly-owned subsidiary of HSBC Holdings plc. **Products and services offered by HSBC Securities (USA) Inc. are not insured by the FDIC; are not deposits or other obligations of any bank and are not guaranteed by any bank; and are subject to investment risk, including possible loss of principal invested.**

HSBC Securities (USA) Inc. or any other member of the HSBC Group may from time to time underwrite, perform or seek to perform investment banking services for issuers or make a market or otherwise buy or sell as principal securities or other instruments, or together with the issuers directors, officers and employees may have either a long or short position in securities, commodities, currencies or other instruments or futures or options contracts convertible into securities or other instruments.

Thanks for all of your help!

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.Both 6108 & 6104 Pamela Street combined must pork test for 4 bedroom residential construction.*

2. See Additional Provisions Addendum

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.

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Date: 1/25/06 Date:

Buyer Elizabeth A. Brown (SEAL) Seller John L. Mansel (SEAL)

Date: Date:

Buyer _____ (SEAL) 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 Firm: *Keller Williams Realty*

By: _____
(Signature)

Selling Agent/Firm/Phone *K.T. Mills / Keller Williams Realty / 704.358.9869*

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

Listing Agent/Firm/Phone *Linda Kidd / Century 21 Hecht Realty, Inc. / 704.892.6556*

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

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHASE AND CONTRACT OR THE VACANT LOT OFFER TO PURCHASE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

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Buyer: _____ (SEAL) Date 1/25/06
Elizabeth A. Brown

Buyer _____ (SEAL) Date

Seller: _____ (SEAL) Date
John L. Mansel

Seller: _____ (SEAL) Date

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© 7/2005

Property Address:

ADDITIONAL PROVISIONS ADDENDUM

6104 & 6108 Pamela Street

NOTE: All of the following provisions which are marked with an "X" shall apply to the attached Offer to Purchase and Contract or Offer to Purchase and Contract - Vacant Lot/Land ("Contract"). Those provisions marked "N/A" shall not apply.

1. N/A **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to on , on or before AM PM, or until withdrawn by the Buyer, whichever occurs first.

2. N/A **INTEREST BEARING TRUST ACCOUNT: Any earnest monies deposited by Buyer may be placed in the interest bearing trust account of the Escrow Agent named in the Contract. Any interest earned thereon shall belong to the Escrow Agent in consideration of the expenses incurred by maintaining such account and records associated therewith.**

3. X **SEWER SYSTEM:** This Contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only ONE) X 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 02/10/06, 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 2/13/06 that this condition cannot be satisfied, time being of the essence.

4. N/A **FLOOD HAZARD ZONE:** Buyer has been advised that the Property is located in an area which the Secretary of HUD has found to have special flood hazards and that it may be necessary to purchase flood insurance in order to obtain any loan secured by the Property from any federally regulated institution or a loan insured or guaranteed by an agency of the U.S. Government.

5. N/A **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This Contract is contingent upon closing of an existing contract on Buyer's real property located at:

on or before . If this contingency is not removed on or before midnight of , Seller may terminate this Contract and all earnest monies shall be returned to Buyer.

6. N/A **RENTAL/INCOME/INVESTMENT PROPERTY:** The Property is subject to existing leases and/or rights of tenants in possession under month-to-month tenancies. Seller agrees to deliver to Buyer on or before , true and complete copies of all existing leases, rental agreements, outstanding tenant notices, written statements of all oral tenant agreements, statement of all tenant's deposits, uncured defaults by Seller or tenants, and claims made by or to tenants, if any. This Contract is contingent upon buyer's approval of said documents. Buyer shall be deemed to have approved said documents unless written notice to the contrary is delivered to Seller or Seller's agent within seven (7) days of receipt of same. If Buyer does not approve said documents and delivers written notice of rejection within the seven day period, this Contract shall be terminated and all earnest monies shall be returned to Buyer. NOTE: DO NOT USE THIS PROVISION FOR PROPERTY SUBJECT TO THE NORTH CAROLINA VACATION RENTAL ACT. A VACATION RENTAL ADDENDUM SHOULD BE USED IN SUCH CASES.

7. N/A **HOME WARRANTY** (select only one of the following): Buyer may obtain a one-year home warranty at a cost not to exceed $ and Seller agrees to pay for it at Closing. Seller has obtained and will provide a one-year home warranty from at a cost of $ and will pay for it at Closing.

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

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© 7/2005

Buyer Initials _____ Seller Initials _____

DUAL AGENCY ADDENDUM

This DUAL AGENCY ADDENDUM hereby modifies the attached: *(Instructions: Initial applicable agreement)*

____	NCAR Form #101 (Exclusive Right to Sell Listing Agreement)	dated ____
EAB	NCAR Form #201 (Exclusive Right to Represent Buyer)	dated 1/29/06
____	NCAR Form #203 (Agency Disclosure & Non-Exclusive Buyer Agency Agreement)	dated ____
____	NCAR Form #601 (Exclusive Right to Sell Listing Agreement – Auction Sales)	dated ____

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(a) that a party may agree to a price, terms, or any conditions of sale other than those offered;
(b) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
(c) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

2. **BROKER'S DUAL AGENT ROLE:** If Broker serves as Agent for both Seller and Buyer in a transaction, Broker shall make every reasonable effort to represent Seller and Buyer in a balanced and fair manner. Broker shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and Buyer. Seller and/or Buyer understand and acknowledge that:

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(c) Broker is required by law to disclose to Buyer and Seller any known or reasonably ascertainable material facts.

Seller and/or Buyer agree Broker shall not be liable to either party for (1) disclosing material facts required by law to be disclosed; and (2) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

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(a) They have the responsibility of making their own decisions as to what terms are to be included in any purchase and sale agreement between them;
(b) They are fully aware of and understand the implications and consequences of Broker's dual agency role as expressed herein to provide balanced and fair representation of Seller and Buyer and to encourage and effect communication between them rather than as an advocate or exclusive agent or representative;
(c) They have determined that the benefits of entering into this Dual Agency relationship with Broker, acting as Agent for them both, outweigh any disadvantages or adverse consequences;
(d) They may seek independent legal counsel to assist them with the negotiation and preparation of a purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a purchase and sale agreement.

North Carolina Association of REALTORS®, Inc.
STANDARD FORM 901
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Client Initials EAB ____ Broker Initials KTM

Seller and/or Buyer agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate License Law and intentional wrongful acts, arising from Broker's role as a Dual Agent. Seller and Buyer shall have a duty to protect their own interests and should read this agreement and any purchase and sale agreement carefully to ensure that they accurately set forth the terms which they want included in said agreements.

4. **DESIGNATED AGENT OPTION (initial only if applicable):**

____ Buyer hereby authorizes the Broker (Firm) to designate an agent(s) to represent the Buyer, to the exclusion of any other licensees associated with the Broker. The agent(s) shall not be so designated and shall not undertake to represent only the interests of the Buyer if the agent(s) has actually received confidential information concerning the Seller in connection with the transaction. The designated agent(s) shall represent only the interests of the Buyer to the extent permitted by law.

____ Seller hereby authorizes the Broker (Firm) to designate an agent(s) to represent the Seller, to the exclusion of any other licensees associated with the Broker. The agent(s) shall not be so designated and shall not undertake to represent only the interests of the Seller if the agent(s) has actually received confidential information concerning the Buyer in connection with the transaction. The designated agent(s) shall represent only the interests of the Seller to the extent permitted by law.

THIS IS INTENDED TO BE A LEGALLY BINDING DUAL AGENCY ADDENDUM THAT MAY ULTIMATELY RESTRICT YOUR LEGAL RIGHTS OR REMEDIES. IF YOU DO NOT UNDERSTAND THIS ADDENDUM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT AN ATTORNEY BEFORE YOU SIGN IT.

Buyer or Seller and Broker each hereby acknowledge receipt of a signed copy of this Dual Agency Addendum.

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.

[signature] 1/25/06			
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Keller Williams Jan 24-06			
Broker (Firm)	Date	Broker (Firm)	Date
K T Mills Jan 24-06			
By: Sales Associate	Date	By: Sales Associate	Date

Mathew Please Plan!

HSBC

FACSIMILE COVER SHEET

VALERIE- CALL 5853920362 TODAY PLEASE!

HSBC Securities (USA) Inc.
Please input local branch address here

To: Valerie Walker Date: 1/20/06

File Ref.

Fax No: 704-336-6894 Total no of pages = cover + 13

From: **ELIZABETH BROWN**
HSBC SECURITIES, 4707 LAKE AVE S.
BROCKPORT, NY 14420

If you do not receive all pages, please telephone or telex immediately.

Fax No: 585-637-9703 Telephone/Telex: 585-395-1491 Urgent: ☒ Yes ☐ No

Subject: Application Confidential: ☐ Yes ☐ No

This facsimile is intended for the named recipient only and may contain privileged and confidential information. If you have received this facsimile in error, please notify us immediately. Please do not disclose the contents to anyone or copy it to outside parties. Thank you.

Message: Valerie - I hope I did this right! Made a blank copy in case! I am also sending the purchase agreement & the recorded maps with the actual specifics! Call me for it @ 585-395-1491 -

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Thanks for all of your help!