**MECKLENBURG COUNTY**
**HEALTH DEPARTMENT**

13476 #8364

11 JUL '16 PM 4:35

**APPLICATION FOR APPROVAL TO USE AN EXISTING**
**ON-SITE WASTEWATER TREATMENT & DISPOSAL SYSTEM / WATER SUPPLY WELL**

**APPLICATION TYPE:** ● SEPTIC ONLY ○ WELL ONLY ○ SEPTIC & WELL
○ ADDITION OR RENOVATION WITH OCCUPANCY INCREASE ○ EXCHANGE MOBILE HOME (SAME # BEDROOMS)
● ADDITION OR RENOVATION WITH NO OCCUPANCY INCREASE ○ COMMERCIAL OR INDUSTRIAL

**PERSON FILING APPLICATION:**
NAME: ANDREW CARR
ADDRESS: 10501 GLENMAC RD.
CITY: CHARLOTTE
STATE: NC ZIP: 28215
PHONE: (980) 221-9593
ALTERNATE PHONE: (704)
E-MAIL: CARRandydana@yahoo.com

**PROPERTY OWNER:** ☑ SAME AS PERSON FILING APPLICATION
NAME:
ADDRESS:
CITY:
STATE: ZIP:
PHONE:
ALTERNATE PHONE:
E-MAIL:

**JOB LOCATION INFORMATION**
TAX PARCEL #: 11144118
STREET ADDRESS: 10501 GLENMAC RD.
CITY: CHARLOTTE
STATE: NC ZIP: 28215

**SUBDIVISION OR MOBILE HOME PARK NAME:**
LOT #:

**WATER SUPPLY:**
○ MUNICIPAL ● PRIVATE WELL ○ PUBLIC WELL ○ SHARED WELL ○ OTHER

**RESIDENTIAL PROPERTY TYPE:** ○ N/A
● HOUSE ○ MODULAR HOME ○ MULTIPLE FAMILY
○ SINGLE MOBILE HOME ○ DOUBLE WIDE
○ OTHER

**OCCUPANCY (both fields are required):**
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 4

**COMMERCIAL / INDUSTRIAL PROPERTY TYPE:** ☑ N/A
TYPE OF BUSINESS:
# EMPLOYEES PER SHIFT:
# OF SHIFTS:
INDUSTRIAL WASTES? ○ YES ○ NO
UNDERGROUND STORAGE TANKS? ○ YES ○ NO

**ADDITION/RENOVATION TYPE ATTACHED TO EXISTING STRUCTURE:**
☐ BEDROOM ☐ BATHROOM ☐ KITCHEN ☐ DINING ROOM ☐ LIVING ROOM ☐ DEN
☐ GARAGE ☐ SUNROOM ☐ PORCH ☐ DECK ☐ OTHER

**ADDITION/RENOVATION TYPE DETACHED FROM EXISTING STRUCTURE:**
☑ DETACHED GARAGE ☐ DETACHED GARAGE WITH PLUMBING ☐ POOL HOUSE ☐ SHOP ☐ BARN
☐ STORAGE SHED ☐ DETACHED PORCH / DECK ☐ OTHER

"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.

Andrew Carr — Owner's/Agent's Signature
7/11/16 — Date

A PROPOSED PLOT PLAN (see page 2) is required to be submitted with each application.



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

Revised on: 01/03/11

# Fax *sent via hellofax.com*

## *From*

Andrew Carr, Tax Parcel ID: 11144118

## *To*

Groundwater & Wastewater Services

## *Number of pages*

3

## *Message*

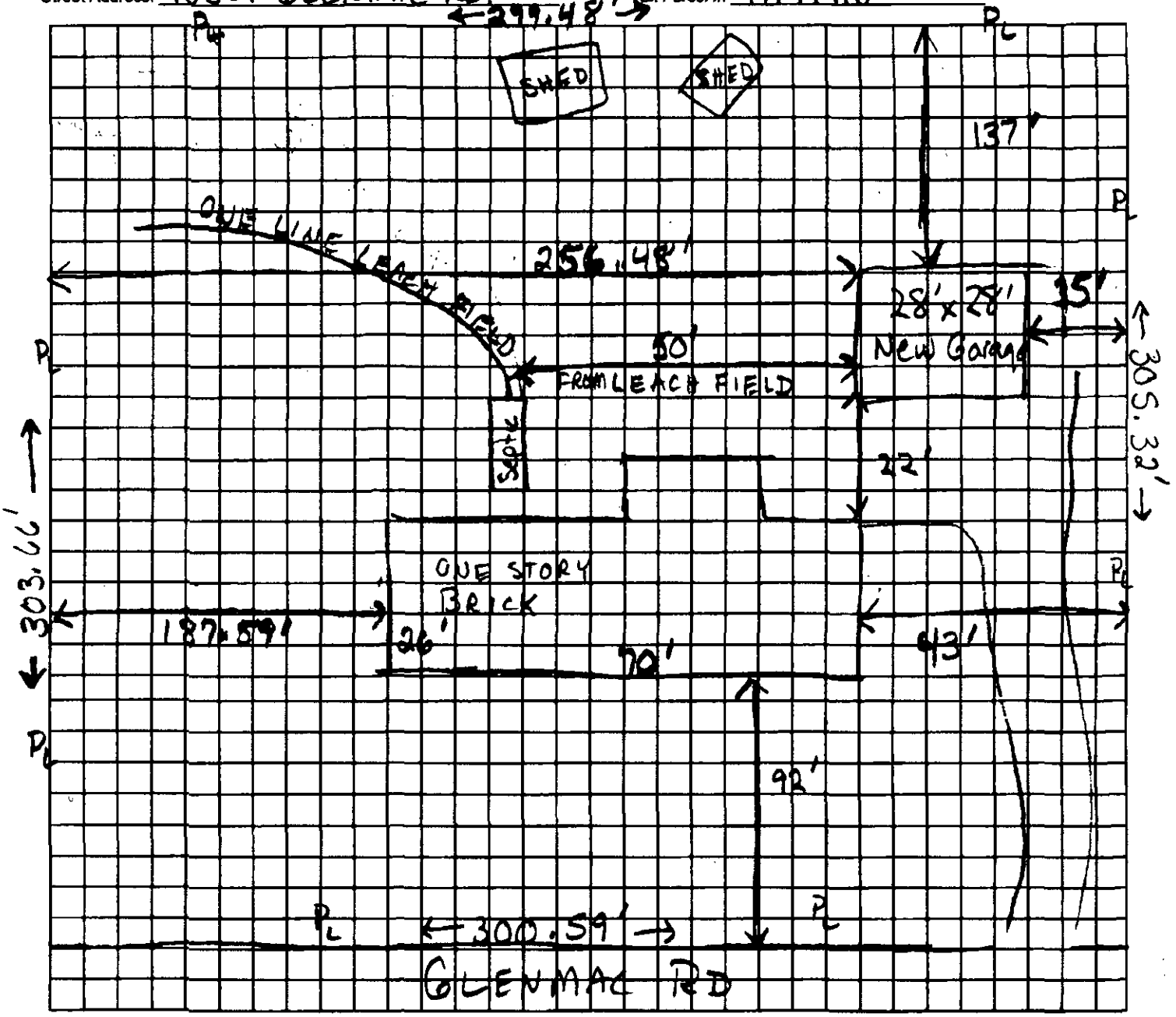
Building permit deferred until septic inspection. Enclosed are application and plot plan.

File #: _____

## PROPOSED PLOT PLAN

A drawing showing the locations of the following items is required: existing and proposed property lines with dimensions, easements or right-of-ways, proposed building pad(s) or existing building footprint(s), all appurtenances (garage, driveway, deck, pool, etc.), location of existing or proposed well(s), location of existing or proposed sewer lines and sewage disposal systems, surface water bodies, and any aboveground or underground storage tanks. Provide names for all roads that adjoin the property.

Street Address: 10501 GLENMAC RD. Tax Parcel #: 11144118




"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. This approval is granted in accordance with the provisions of Laws and Rules for Sanitary Sewage Collection, Treatment, and Disposal and Water Supply Wells 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 permit is not transferable.
- Addition/Renovation approval valid 1 year from issuance date
- Mobile home exchange approval valid 6 months from issuance date

Meets all setbacks

April Ramsamer 7-19-16

REHS Signature Date



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

Revised on: 01/03/11

*MECKLENBURG COUNTY*
*LAND USE AND ENVIRONMENTAL SERVICES*
*Payment Receipt*

**Receipt Information**

| | | | |
|---|---|---|---|
| **Date:** | 07/13/16 | **Amount:** | 100.00 |
| **Receipt #:** | 101079 | **Tendered:** | 100.00 |
| **Check / Auth #:** | VISA 013168 | **Returned:** | 0.00 |
| **Received By:** | ELLISLW | | |

**Account Information**

**Account #:** 200000
**Contractor:** CARR,DANA
**Attn:**
**Address:** 10501 GLENMAC RD
**Address:**
**City/State/Zip:** CHARLOTTE, NC 28215

| Item | Description | Permit# | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| 0705 | Use Existing System<br>1051 GLENMAC RD | | 1 | 100.00 | 100.00 |

**Outstanding Balances**

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

# Payment Receipt

**Mecklenburg County POS**

Environmental Health
700 N. Tryon Street
Charlotte, NC 28202
Phone: 704-336-5100

Enter Account # or Customer Name Here: DANA CARR

**Bill To:**

DANA CARR
10501 GLENMAC RD

Charlotte, NC 28215

**Single Payment**

| | |
|---|---|
| Transaction Date: | 07/13/2016 9:13 AM Pacific Time |
| Pay Method: | VISA **********6983 |
| Approval #: | 013168 |
| Trace Number: | 2e514c9d-ba22-4e42-9b8b-7156934e4c98 |
| Amount: | $100.00 |

| | |
|---|---|
| Payment Amount: | $100.00 |
| **Total:** | **$100.00** |

Thank you for your payment.

# Supervisor/Administrative Professional Checklist

New Septic ☐ New Well ☐ Use Existing ☒ Alteration ☐ Modified Plot Plan ☐

New Septic Fees Paid:

IP ($250.00) _____ Initials/Date

CA ($200.00) _____ Initials/Date

OP ($200.00) _____ Initials/Date

(CA and OP fees need to be paid before a building permit can be issued)

New Well Fee Paid: $550.00 _____ Initials/Date

Use Existing Fee Paid: $100.00 7/13/16 CC Initials/Date

Alteration Fee Paid: $300.00 (Total) $200 (If use existing was paid)_____ Initials/Date

Modified Plot Plan Fee Paid: $100.00 _____ Initials/Date

Floor plans need to be submitted and reviewed before CA can be issued. ☐ Reviewed ☐ ____

This site is served by septic and well. Verify each is complete before final hold is released. ☐

Septic file completed. ☐ _____ Well file completed. ☐ _____

Send permit for signature. ☐ Signature received. ☐ _____

This septic system requires a certified operator contract before final hold is released. ☐

Certified operator contract is on file. ☐ _____

# MECKLENBURG COUNTY LAND USE AND ENVIRONMENTAL SERVICES AGENCY
# CREDIT/REFUND APPLICATION & ADJUSTMENT/CANCELLATION FORM

See instruction sheet for completion instructions.

GAX-LUE - _____

**CREDIT** ☐

**REFUND** ☐

**CANCEL** ☐

1. Property Owner's Name: Donald Nance 2. Permit #: Fik # 7347B
3. Permit Address: 10501 Glenmac Rd 4. Posting Date: 9/21/07 5. Fire Fee #: _____
6. Account Name: _____ 7. Account # _____
8. *If Refund*, Check payable to: Donald Nance (Please Print) 9. Phone # 704 537-3141
10. Mailing Address: 600 Wytheview Dr. (Street) Wytheville (City) Va (State) 24382 (Zip)
11. Signature: J. Cray for D. Nance 12. Printed Name Donald Nance 13. Date: 10-5-07

**REASON FOR REQUEST** →

☐ Plan Change ☐ Not Doing Work ☐ Duplicate Permit (Dup. Permit # _____ Date _____)
site visit made, no permit issued
☐ Wrong Contractor → SHOULD HAVE BEEN _____ (Correct contractor) CHARGES REAPPLIED _____ (Staff Initials)
☐ Other (Specify) _____

For Departmental use only - Do not write below this line

## IF ADJUSTMENT
*(to be completed by Emp & Supervisor)*

Incorrect Entry - _____

Correct Entry -

Reason - _____

Initials _____ Date / /

Superv Initials _____ Date / /

## INSP. COUNT & CANCELLATION OF PERMIT
*(Completed by Applicable Core Process)*

Number of Inspections

| B | E | M | P | F | L |
|---|---|---|---|---|---|
| | | | | | |

Cancellation of Permit
*(completed by Applicable Core Process)*

| B | E | M | P | F | L |
|---|---|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

Initials _____ Date _____

Expired Permit ☐

Rev Coll. Date Stamp

## CALCULATIONS
*(Completed by Applicable Core Process)*

| | |
|---|---|
| Plan Review (80% = Plan Review, 90% = No Plan Review) | % |
| Insp. Info (Each Insp (10%)) | 1/3 % |
| Total Crdt/Rfnd % (PR% - Insp) | 2/3 % |
| Pmt or Fee Amt ($ Total Amt) | $ 300 |
| Zoning Fee ($ Amt) | $ |

$300 x 2/3 % =

Total Pmt/ Fee Credit/Refund: $ 200

Permit Fee- Zoning X C/R% or Min/- Whichever is greater

gyc (Initials) 10/5/07 (Date)

## VERIFICATION *(To Be Completed By Revenue Collection)*

| If Refund | If Refund with Credit Balance | If Credit,(Trans #) | Serv Chg Cr | Initials & Date | Posting Date |
|---|---|---|---|---|---|
| | 8 _ 03=0 9004=$ | | $ | | |
| Org/Account [ 8 _ 03 = 0] | Refund Charge to account | 88 - - - | 88116 | | |

## APPROVALS *(To Be Completed By Department And Finance Representatives)*

Department Approval: _____ Date _____

Finance Approval: _____ Date _____

Assigned to: R S

Rev Coll. Date Stamp

Rev. Coll. Tracking # ____-____-____

*MECKLENBURG COUNTY*
*LAND USE AND ENVIRONMENTAL SERVICES*
***Payment Receipt***

**Receipt Information**

| | | | |
|---|---|---|---|
| **Date:** | 09/21/07 | **Amount:** | 300.00 |
| **Receipt #:** | 52783 | **Tendered:** | 0.00 |
| **Check / Auth #:** | VISA 01545B | **Returned:** | 0.00 |
| **Received By:** | CRAIGGY | | |

**Account Information**

| | |
|---|---|
| **Account #:** | 200000 |
| **Contractor:** | NANCE DONALD |
| **Attn:** | |
| **Address:** | 600 WYTHEVIEW DRIVE |
| **Address:** | |
| **City/State/Zip:** | WYTHEVILLE, VA 24382-4137 |

| Item | Description | Permit# | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| 0706 | MH Exc/Add/Repl w/System Mod<br>10501 GLENMAC RD | | 1 | 300.00 | 300.00 |

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

| Month-To-Date | Prior Month | 30 Days | 60 Days | 90 Days | Balance |
|---|---|---|---|---|---|
| 1,750.00 | | | | | |

D.C.

FILE NUMBER: 7347B

APPLICATION NUMBER: 2744

SEPTIC FEE: 300
DATE: 9/21/07
CC #1545B

WELL FEE: _____
DATE: _____

Revised On: August 31, 2007

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

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

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

3. JOB LOCATION INFORMATION:
TAX PARCEL NUMBER: 111-441-18
STREET ADDRESS: 10501 Glenmac Rd.
CITY: Charlotte
STATE: NC ZIP: 28215
SUBDIVISION NAME: 1545
LOT #: 17-19 86 LOT SIZE (acres): 2 acre 1958
TOWNSHIP:
☑ 0-MECKLENBURG ☐ 3-CORNELIUS ☐ 6-HUNTERSVILLE
☐ 1-CHARLOTTE ☐ 4-PINEVILLE ☐ 7-MINT HILL
☐ 2-DAVIDSON ☐ 5-MATTHEWS

4. BUILDING INFORMATION:
BUILDING TYPE:
☐ SINGLE MOBILE HOME ☐ MODULAR HOME
☐ DOUBLE WIDE ☐ MULTIPLE FAMILY
☑ HOUSE ☐ OTHER _____
HEATED SQUARE FOOTAGE:
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS: 2
FOUNDATION TYPE:
☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☑ CRAWL SPACE ☐ BASMENT WITH NO PLUMBING

5. IF PLANNING TO EXPAND OR ALTER THE EXISTING SYSTEM PLEASE COMPLETE THE FOLLOWING SECTION: ☐ N/A (Washer drain line too close to well)
NUMBER OF BEDROOMS TO BE ADDED: 0 NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE: 0

6. WATER SUPPLY: ☐ MUNICIPAL ☐ PUBLIC WELL ☑ PRIVATE WELL ☐ SHARED WELL ☐ SPRING
7. PROPOSED USE OF WELL: ☑ N/A ☐ IRRIGATION ☐ POTABLE ☐ GEOTHERMAL ☐ OTHER

8. PLEASE INDICATE AND RANK DESIRED SEPTIC SYSTEM TYPE(S) IN ORDER OF PREFERENCE (1-MOST DESIRED 5-LAST DESIRED):
☑ ANY TYPE ☐ CONVENTIONAL ☐ ACCEPTED ☐ INNOVATIVE ☐ ALTERNATIVE ☐ OTHER _____
8A. RANK: _____

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

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

10. PROPERTY OWNER:
NAME: Donald Nance
ADDRESS: 600 Wytheview Dr.
CITY: Wytheville
STATE: VA ZIP: 24382-4137 704-537-3141
HOME PHONE: 276-228-8981 WORK PHONE: N/A
MOBILE PHONE: 2769204966 FAX: N/A

11. OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:
NAME: Cindy Hope Harrell, Allen Tate Realtors
ADDRESS: 11237 Lawyers Rd, Suite B
CITY: Charlotte
STATE: NC ZIP: 28277
HOME PHONE: 704 506 4191 WORK PHONE: 704 506 4191
MOBILE PHONE: 704 506 4191 FAX: 704 545 6898

12. WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 01/00/1975 → date on tax record, deed to mr. Nance's mother.
13 WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? Oct. 12, 2007

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

★ Cindy Harrell 135719 9-21-07
Property Owner's or Owner's Legal Representative Signature Date

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

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

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

Pmw + c

111-116-15

1958

# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT ("Agreement") is entered into (Date) 8-7-07.
between Donald & Letitia Nance as Seller(s) ("Seller") of the property described below (the "Property"), and Allen Tate Co., Inc. as Listing Firm ("Agent").

1. **REAL PROPERTY.** The real property that is the subject of this Agreement is located in the City of Charlotte, County of Mecklenburg, State of North Carolina, and is known more particularly and described as: Street Address 10501 Glenmack Rd. Zip 28215 Legal Description LOT-19 Bg M7-835 (☑ All ☐ A portion of the property in Deed Reference: Book 1983 Page No 447, Mecklenburg County.)

2. **FIXTURES.** The following items, if any, are included free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related 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 other items attached or affixed to the Property, EXCEPT the following items: storage shed in woods to be removed; rose bush along back of house to be removed;

3. **PERSONAL PROPERTY.** The following personal property is included in the listing price: Washer + Dryer

4. **HOME WARRANTY.** Seller ☐ agrees ☑ does not agree to obtain and pay for at closing a one year home warranty for the Property at a cost not to exceed $ —.

5. **LISTING PRICE.** Seller lists the Property at a price of $ 180,000.00 on the following terms: (☑ Cash ( ) Loan Assumption (☑ Conventional ( ) FHA ( ) VA ( ) Seller Financing ( ) Other . Seller agrees to sell the Property for the Listing Price or for any other price or on any other terms acceptable to Seller.

6. **TERM.** In consideration of the Seller agreeing to list the Property for sale and in further consideration of Agent's services and efforts to find a buyer, Agent is hereby granted the exclusive right to sell the Property from (Date) 8-7-07 until midnight, (Date) 2-7-08.

7. **AGENCY RELATIONSHIPS.** Seller has received a copy of the "Working With Real Estate Agents" brochure and has reviewed it with Agent. With respect to dual agency ***(Check only ONE):***
- ☑ Seller authorizes the Agent to act as a Dual Agent, representing both the Seller and the Buyer, subject to the terms and conditions of the attached Dual Agency Addendum.
- ☐ Seller desires exclusive representation at all times during this agreement and does NOT authorize Agent to act in the capacity of Dual Agent.

8. **COOPERATION WITH/COMPENSATION TO OTHER AGENTS.** Agent has advised Seller of Agent's company policies regarding cooperation and the amount(s) of any compensation that will be offered to subagents, buyer agents or both. Seller authorizes Agent to ***(Check ALL applicable authorizations):***
- ☑ Cooperate with subagents representing only the Seller and offer them the following compensation: 3 % of the gross sales price or $ —.
- ☑ Cooperate with buyer agents representing only the buyer and offer them the following compensation: 3 % of the gross sales price or $ —.
- ☐ Cooperate with and compensate agents from other firms according to the attached company policy.

Agent will promptly notify Seller if Agent offers compensation to a cooperating agent(s) that is different from that set forth above. Cooperating agents must orally disclose the nature of their relationship with a buyer (subagent or buyer agent) to Agent at the time of initial contact with Agent, and confirm that relationship in writing no later than the time an offer to purchase is submitted for the Seller's consideration. **Seller should be careful about disclosing confidential information because agents representing buyers must disclose all relevant information to their clients.**

9. **AGENT'S COMPENSATION.** Seller agrees to pay Agent a fee of 6 % of the gross sales price of the Property, OR ____, and that such fee shall be deemed earned under any of the following circumstances:

(a) If a ready, willing and able buyer is procured by Agent, the Seller, or anyone else during the Term of this Agreement at the price and on the terms set forth herein, or at any price and upon any terms acceptable to the Seller;

(b) If the Property is sold, exchanged, conveyed or transferred, or the Seller agrees to sell, exchange, convey or transfer the Property at any price and upon any terms whatsoever, during the Term of this Agreement or any renewal hereof;

(c) If, within 180 days after expiration of the Term of this Agreement (the "Protection Period"), Seller either directly or indirectly sells, exchanges, conveys or transfers, or agrees to sell, exchange, convey or transfer the Property upon any terms whatsoever, to any person with whom Seller, Agent, or any real estate licensee communicated regarding the Property during the Term of this Agreement or any renewal hereof, provided the names of such persons are delivered or postmarked to the Seller within 15 days from date of expiration. HOWEVER, Seller shall NOT be obligated to pay such fee if a valid listing agreement is entered into between Seller and another real estate broker and the Property is sold, exchanged, conveyed or transferred during such Protection Period.

Once earned as set forth above, Agent compensation will be due and payable at the earlier of: (i) closing on the Property, (ii) the Seller's failure to sell the Property (including but not limited to the Seller's refusal to sign an offer to purchase the Property at the price and terms stated herein or on other terms acceptable to the Seller, the Seller's default on an executed sales contract for the Property, or the Seller's agreement with a buyer to unreasonably modify or cancel an executed sales contract for the Property); or (iii) Seller's breach of this Agreement.

10. **AGENT'S DUTIES.** Agent agrees to provide Seller the benefit of Agent's knowledge, experience and advice in the marketing and sale of the Property. Seller understands that Agent makes no representation or guarantee as to the sale of the Property, but Agent agrees to use his best efforts in good faith to find a buyer who is ready, willing and able to purchase the property. Seller acknowledges that Agent is required by law to disclose to potential purchasers of the Property all material facts pertaining to the Property about which the Agent knows or reasonably should know, and that REALTORS® have an ethical responsibility to treat all parties to the transaction honestly. Seller further acknowledges that Agent is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Seller, including but not limited to an attorney, insurance agent, tax advisor, surveyor, structural engineer, home inspector, environmental consultant, architect, or contractor. Although Agent may provide Seller the names of providers who claim to perform such services, Seller understands that Agent cannot guarantee the quality of service or level of expertise of any such provider. Seller agrees to pay the full amount due for all services directly to the service provider whether or not the transaction closes. Seller also agrees to indemnify and hold Agent harmless from and against any and all liability, claim, loss, damage, suit, or expense that Agent may incur either as a result of Seller's selection and use of any such provider or Seller's election not to have one or more of such services performed.

In connection with the marketing and sale of the Property, Seller authorizes and directs Agent: ***(Check ALL applicable sections)***

- ☑ to place "For Sale," "Under Contract," "Sale Pending," or other similar signs on the Property (where permitted by law and relevant covenants) and to remove other such signs.
- ☑ to place a lock box on the Property.
- ☑ to advertise the Property, including, but not limited to, placing information about the Property on the Internet either directly or through a program of any listing service of which the Agent is a member or in which any of Agent's sales associates participates.
- ☑ to permit other firms who belong to any listing service of which the Agent is a member to advertise the Property on the Internet in accordance with the listing service rules and regulations.
- ☑ to submit pertinent information concerning the Property to any listing service of which Agent is a member or in which any of Agent's sales associates participates and to furnish to such listing service notice of all changes of information concerning the Property authorized in writing by Seller. Seller authorizes Agent, upon execution of a sales contract for the Property, to notify the listing service of the pending sale, and upon closing of the sale, to disseminate sales information, including sales price, to the listing service, appraisers and real estate brokers.

NOTE: Once information about the Property has been placed on the Internet or furnished to any listing service in which any of Agent's sales associates participates, Agent cannot control access to or uses of the information.

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

11. **SELLER'S DUTIES.** Seller agrees to cooperate with Agent in the marketing and sale of the Property, including but not limited to:

(a) providing to Agent, in a timely manner, accurate information including but not limited to the Residential Property Disclosure Statement (unless exempt), and the Lead-Based Paint or Lead-Based Paint Hazard Addendum with respect to any residential dwelling built prior to 1978;

(b) making the Property available for showing (including working, existing utilities) at reasonable times and upon reasonable notice;

(c) providing Agent as soon as reasonably possible after the execution of this Agreement copies of restrictive covenants, if any, and copies of the bylaws, articles of incorporation, rules and regulations, and other governing documents of the owners' association and/or the subdivision, if applicable.

If the Property is sold during the period set forth herein, the Seller agrees to execute and deliver a GENERAL WARRANTY DEED conveying fee simple marketable title to the Property, including legal access to a public right of way, free of all encumbrances except ad valorem taxes for the current year, utility easements, rights-of-way, and unviolated restrictive covenants, if any, and those encumbrances that the buyer agrees to assume in the sales contract. Seller represents that the Seller has the right to convey the Property, and that there are currently no circumstances that would prohibit the Seller from conveying fee simple marketable title as set forth in the preceding sentence.

☐ Seller acknowledges receipt of a sample copy of an Offer to Purchase And Contract for review purposes.
☐ Seller acknowledges receipt of a copy of the brochure *Questions and Answers on: Home Inspections*

12. **FLOOD HAZARD INSURANCE.** The Seller ☐ does ☑ does not currently maintain flood hazard insurance on the Property.

13. **SYNTHETIC STUCCO.** To the best of Seller's knowledge, the Property has not been clad previously (either in whole or in part) with an "exterior insulating and finishing system," commonly known as "EIFS" or "synthetic stucco", unless disclosed as follows: *(If the Seller does not wish to disclose, put "No Representation")*: —

14. **EARNEST MONEY.** Unless otherwise provided in the sales contract, earnest money deposits paid toward the purchase price shall be held by the Agent, in escrow, until the consummation or termination of the transaction. Any earnest money forfeited by reason of the Buyer's default under a sales contract shall be divided equally between the Agent and Seller. In no event shall the sum paid to the Agent because of a Buyer's default be in excess of the fee that would have been due if the sale had closed as contemplated in the sales contract.

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

16. **ADDITIONAL TERMS AND CONDITIONS.** The following additional terms and conditions shall also be a part of this Agreement:
Victoria Compton & C.T. Cowan = the seller reserves the right to sell the home to these people.

17. **ENTIRE AGREEMENT/CHANGES.** This Agreement constitutes the entire agreement between Seller and Agent and there are no representations, inducements, or other provisions other than those expressed herein. All changes, additions, or deletions to this Agreement must be in writing and signed by both Seller and Agent.

**Seller and Agent each acknowledge receipt of a signed copy of this Agreement.**

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

Seller Donald C. Nance SS/ TAX ID# —

Seller — SS/TAX ID# —

Mailing Address 600 Wythe View Dr. Wytheville, VA 24382-4139

Home Phone 276-228-8981 cel Work Phone 276-620-4966 cel Work Phone 276-620-4967

Fax — E-mail Address drjnance@ntelos.net

Agent (Listing Firm) Allen Tate Co., Inc. Office Phone 704 506 4191

By: Cindy Harrell Individual license # 135719

Fax — E-mail Address Cindy.harrell@allentate.com

Office Address Lawyers Rd, Mint Hill, NC 28227

# Mint Hill Office
# Fax Cover Sheet

11237 Lawyers Road, Suite B
Charlotte, NC 28227

Phone: 704.545.9600
Fax: 704.545.6898

To: Gwen Craig Fax #: 704-336-6894

From: Cindy Harrell Phone #: 704-506-4191

Date: 9-21-07 Pages: 4 w/ cover

allentate.com ☐ Urgent ☐ For review & comment ☐ Final copy

Here is the request we spoke about earlier.
My clients name is Donald Nance He is aware of the $300.00 permit fee. His # is 276-920-4966.
Thank you for your help today.

Cindy Harrell
704-506-4191

PS I am also sending the listing agreement, showing I am a legal rep. of the property.

NOTICE TO RECIPIENTS: Any information contained in or attached to this message is intended solely for the use of the intended recipient(s). If you are not the intended recipient of this transmittal, you are hereby notified that you received this transmittal in error and we request that you please destroy all copies and attachments in your possession, notify the sender that you have received this communication in error, and note that any review or dissemination of, or the taking of any action in reliance on, this communication is expressly prohibited.