BM

FILE NUMBER: 7744B

Revised On: August 31, 2007

APPLICATION NUMBER: 3480

SEPTIC FEE: 200.00
DATE: 4-25-08
CK# 2710

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

WELL FEE: _____
DATE: _____

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

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

3. JOB LOCATION INFORMATION:

TAX PARCEL NUMBER: 017-012-18
STREET ADDRESS: 10324 Kerns Rd
CITY: HUNTERSVILLE NC
STATE: NC ZIP:
SUBDIVISION NAME:
LOT #: LOT SIZE (acres): 3
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: 0
NUMBER OF BEDROOMS: 3
NUMBER OF OCCUPANTS:
FOUNDATION TYPE:
☐ CONCRETE SLAB ☐ BASEMENT WITH PLUMBING
☐ CRAWL SPACE ☐ BASMENT WITH NO PLUMBING

5. IF PLANNING TO EXPAND OR ALTER THE EXISTING SYSTEM PLEASE COMPLETE THE FOLLOWING SECTION: ☐ N/A

NUMBER OF BEDROOMS TO BE ADDED: _____ NUMBER OF ADDITIONAL OCCUPANTS IN THE RESIDENCE: _____

6. WATER SUPPLY: ☐ MUNICIPAL ☐ PUBLIC WELL ☑ PRIVATE WELL ☐ SHARED WELL ☐ SPRING

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

8. PLEASE INDICATE AND RANK DESIRED SEPTIC SYSTEM TYPE(S) IN ORDER OF PREFERENCE *(1-MOST DESIRED 5-LEAST DESIRED):*

☑ ANY TYPE ☐ CONVENTIONAL ☐ ACCEPTED ☐ INNOVATIVE ☐ ALTERNATIVE ☐ OTHER _____

8A. RANK: ____ ____ ____ ____ ____

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

BURIED CABLES, LANDFILLS, STUMPHOLES	☐ YES	☑ NO	GRADING/SOIL REMOVAL PERFORMED	☐ YES	☑ NO
EXISTING WASTEWATER (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: SCOTT MAC CALLUM
ADDRESS: P.O. BOX 562706
CITY: CHARLOTTE,
STATE: NC ZIP: 28262
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

11. OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE:

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

12. WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

13 WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? _____

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

Scott Mac Callum
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

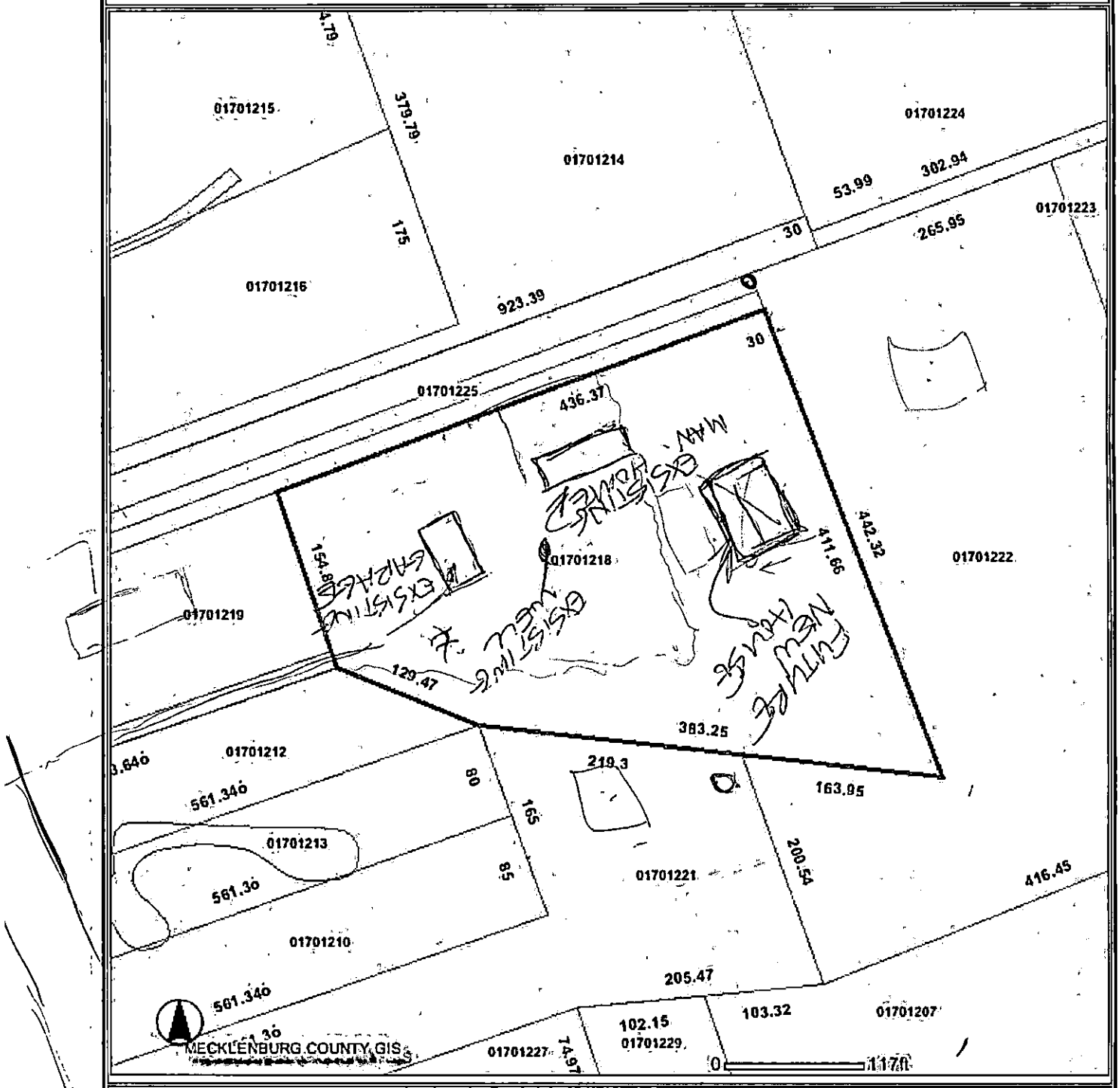
Mecklenburg County, North Carolina

POLARIS

Property Ownership Land Records Information System

Date Printed: Thu Apr 24 19:49:00 EDT 2008

10324 Kerns Rd



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.

MECKLENBURG COUNTY
LAND USE AND ENVIRONMENTAL SERVICES
Payment Receipt

Receipt Information

Date:	04/25/08	**Amount:**	200.00
Receipt #:	57056	**Tendered:**	200.00
Check / Auth #:	CHECK 2710	**Returned:**	0.00
Received By:	GLADNAG		

Account Information

Account #: 200000
Contractor: MAC CALLUM ELECTRICAL SERVICE
Attn: SCOTT MAC CALLUM
Address: P.O. BOX 562706
Address:
City/State/Zip: CHARLOTTE, NC 28256

Item	Description	Permit#	Quantity	Unit Price	Total Price
0701	Improvment Permit App-Residen 10324 KERNS RD		1	200.00	200.00

Outstanding Balances

Month-To-Date	Prior Month	30 Days	60 Days	90 Days	Balance
450.00					

7744B

MECKLENBURG COUNTY, North Carolina
POLARIS 3G PARCEL OWNERSHIP AND GIS SUMMARY
Date Printed: 11/28/2017

Identity	
Parcel ID	GIS ID
01701218	01701218

Property Characteristics	
Legal desc	NA
Land Area	3 AC
Fire District	HUNTERSVILLE
Special District	FIRE SERVICE D
Account Type	INDIVIDUAL
Municipality	HUNTERSVILLE
Property Use	SINGLE FAMILY RESIDENTIAL - RURAL ACREAGE

Zoning
Contact appropriate Planning Department or see Map.

Water Quality Buffer	
Parcel Inside Water Quality Buffer	No

FEMA and Community Floodplain	
FEMA Panel#	3710454900J
FEMA Panel Date	03/02/2009
FEMA Flood Zone	OUT:VIEW FEMA FLOODPLAIN TO VERIFY
Community Flood Zone	OUT:VIEW COMMUNITY FLOODPLAIN TO VERIFY

Situs Addresses Tied to Parcel
10324 KERNS RD HUNTERSVILLE



09/16/2000 from Mecklenburg County

Ownership	
Owner Name	Mailing Address
SCOTT MACCALLUM	10324 KERNS RD HUNTERSVILLE NC 28078

Deed Reference(s) and Sale Price		
Deed	Sale Date	Sale Price
23887-833	06/23/2008	$169,000.00
07463-070	09/20/1993	$0.00

Site Location	
ETJ Area	Huntersville
Charlotte Historic District	No
Charlotte 6/30/2011 Annexation Area	No
Census Tract #	62.07

Post Construction District	
Jurisdiction	Huntersville
District	Huntersville

Stream Watershed Districts	
Stream Watershed Name	GAR

Regulated Drinking Watershed Districts	
Watershed Name	MTN ISLAND LAKE
Watershed Class	CA-2

Built-Upon Area Restriction	
Limit on amount of Built-Upon Area	Yes
Allowed Built-Upon Area	0.00 sq ft

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Print
Close

Parcel Information

Parcel ID	Account	Parent	Previous
01701218	INDIVIDUAL		

Owner(s)

Owner Name	Mailing Address	City/State
MACCALLUM SCOTT	10324 KERNS RD	HUNTERSVILLE NC 28078

Legal Information

Legal	Municipality	Date Annexed	Special District	Fire District	Acreage
NA	HUNTERSVILLE	06/30/1999	FIRE SERVICE D	HUNTERSVILLE	3

Total Parcel Assessment

Building	Land	Features	Total
30100	64900	0	95000

Exemptions

Exemption	Year Approved	Review Date	Amount

Sales Information

Sale	Price	Stamps	Qualify	VI	Type	Legal Ref.	Grantor
Jun 23 2008	169000	338		IMP	WARRANTY D	23887-833	MANOR,NORMAN RICKY
Sep 20 1993	0			IMP	DEED STAMPS	07463-070	

Land Use

Use	Units	Type	Neighborhood	Assessment
R120	3	SMAC	B701	64900

Building Information

Bldg	Description	Type	Year	Property Location
1	Manufactured	MFD HOME-DW	1983	10324 KERNS RD HUNTERSVILLE

Bldg	Story	Units	Total SqFt	Heated SqFt	Foundation	Ext. Wall	Grade	Value
1	1 STORY	1	1248	1248	CRAWL SPACE	ALUM,VINYL -	AVERAGE 03	30100

Bldg	Heat	Fuel	Fire Place	AC	Fixtures	Bedrooms	Full Baths	3/4 Baths	1/2 Baths
1	HEAT PUMP	ELECTRIC	0 -	AC-CENTRAL	0	3	2	0	0

Sub Area

Bldg	Description	Size
1	BASE (FIRST FLOOR)	1248

Depreciation

Bldg	Physical	Functional	Economic	Special	Override
1	AV - 27.00%	- 0.00%	- 0.00%	- 0.00%	- 0.00%

Special Features & Yard Items

Bldg	Built	Type	Quantity	Units	Value

Notes

Tax Year	Notes	Note Date

Value Changes

Notice Date	Tax Year	Reason	Changed To	Deferred
Feb 8 2011	2011	Countywide Revaluation	95000	0
Jan 17 2003	2003	Countywide Revaluation	61600	0
Jan 5 1998	1998	Countywide Revaluation	61430	
Jan 2 1991	1991	Countywide Revaluation	52450	

ERA Wilder Realty
19701-A West Catawba Ave
Cornelius NC 28031
Phone: 704-892-7373, Fax: 704-892-9661

OFFER TO PURCHASE AND CONTRACT

Scott MacCallum
as Buyer, hereby offers to purchase and
Norman Manor + Phyllis Manor
as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together wit all improvements located thereon and such fixtures and personal property as are listed below (collectively 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 describe as: Street Address 10324 Kerns Rd
Zip 28078
NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.
Legal Description:

(☐ All ☐ A portion of the property in Deed Reference: Book _____, Page No. _____, _____ County.
NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which ma limit the use of the Property, and to read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules an Regulations, and other governing documents of the owners' association and/or the subdivision, if applicable. If the Property is subject t regulation by an owners' association, it is recommended that Buyer obtain a copy of a completed Owners' Association Disclosure An Addendum (standard form 2A12-T) prior to signing this Offer to Purchase and Contract, and include it as an addendum hereto.

2. **FIXTURES:** The following items, if any, and if owned by the Seller, are included in the purchase price free of liens: any built-i appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all relate 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, electri garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds mailboxes, wall and/or door mirrors, attached propane gas tank, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, water softener/conditioner and filter equipment, and any other items attached or affixed to the Property EXCEPT any such items leased by the Seller and the following items:

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

4. **PURCHASE PRICE:** The purchase price is $ 180,000 and shall be paid in U.S. Dollars. Should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, the Seller shall have the right to terminate this contract upon written notice to the Buyer. The purchase price shall be paid as follows:
(a) $ 500, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: _____ to be deposited and held in escrow by _____ ("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, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain said earnest money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker is holding the Earnest Money, the Broker may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

☐ **(check if applicable) THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE ANY EARNEST MONIES DEPOSITED BY BUYER IN AN INTEREST BEARING TRUST ACCOUNT, AND THAT ANY INTEREST EARNED THEREON SHALL BELONG TO THE ESCROW AGENT IN**

CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORD ASSOCIATED THEREWITH.

(b) $ 0; (ADDITIONAL) EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later tha _____, *TIME BEING OF THE ESSENCE* WITH REGARD TO SAID DATE.

(c) $ 0, OPTION FEE in accordance with paragraph 16, Alternative 2, to be paid to Seller on th Effective Date as set forth in paragraph 27. (NOTE: If Alternative 2 applies, then do not insert $0, N/A, or leave blank.)

(d) $ 0, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existin loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(e) $ 0, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(f) $ 179,500, BALANCE of the purchase price in cash at Closing.

5. LOAN CONDITION:

(a) **Loan.** Buyer must be able to obtain a ☒ FHA ☒ VA (attach FHA/VA Financing Addendum) ☒ Conventiona ☐ Other: _____ loan at a ☒ Fixed Rate ☐ Adjustable Rate in the principal amount o _____ (plus any financed VA Funding Fee or FHA MIP) for a term of 30 year(s), at a initial interest rate not to exceed 6.25 % per annum, with mortgage loan discount points not to exceed 2 % of th loan amount ("Loan").

(b) **Loan Obligations:** The Buyer agrees to:

(i) Make written application for the Loan, authorize any required appraisal and pay any necessary fees within 15 days after the Effective Date;

(ii) Promptly furnish Seller written confirmation from the lender of having applied for the Loan.

If Buyer fails to furnish Seller written confirmation from the lender of having applied for the Loan, Seller may make written demanc for compliance. If Buyer does not furnish Seller written confirmation from the lender of application within five (5) days after such demand, then Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not received either written evidence of the application or a waiver of the Loan Condition, and all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. Buyer further agrees to:

(iii) Pursue qualification for and approval of the Loan diligently and in good faith;

(iv) Continually and promptly provide requested documentation to lender.

(c) **Inability to Obtain Loan Approval:** If Buyer has complied with Buyer's Loan Obligations (iii) and (iv) above, then within 25 days after the Effective Date (or any agreed-upon written extension of this deadline) *TIME BEING OF THE ESSENCE,* Buyer shall have the right to terminate this contract for inability to obtain Loan approval by delivering to Seller written notice of termination. If Buyer has timely delivered such notice, this contract shall be null and void and all Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Thereafter, if Buyer fails to close based upon inability to obtain the Loan, then all Earnest Money shall be forfeited to Seller as liquidated damages and as Seller's sole and exclusive remedy for Buyer's failure to close, but without limiting Seller's rights under paragraph 17 for damage to the Property. (**WARNING:** Buyer is advised to consult with Buyer's lender to assure that the number of days allowed for Buyer to obtain the Loan is sufficient to allow Buyer's lender time to take all reasonable steps necessary to provide reliable loan approval.)

6. FLOOD HAZARD DISCLOSURE/CONDITION (Choose ONE of the following alternatives):

☐ To the best of Seller's knowledge, the Property IS located partly or entirely within a designated Special Flood Hazard Area. Buyer understands 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.

☒ To the best of Seller's knowledge, the Property IS NOT located partly or entirely within a designated Special Flood Hazard Area. If, following the Effective Date of this contract, it is determined that any permanent improvements on the Property are located within a designated Special Flood Hazard Area according to the current FEMA flood map, or if this contract is subject to a Loan Condition and Buyer's lender requires Buyer to obtain flood insurance as a condition of making the Loan, then in either event Buyer shall have the right to terminate this contract upon written notice to Seller, and all earnest monies shall be refunded to Buyer.

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

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

(b) 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.

(c) 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, even if the Loan Condition has been waived as provided in paragraph 5. If this contract is NOT subject to a financing contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before _____.

(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 suc cancellations following Closing.

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

8. SPECIAL ASSESSMENTS: NOTE: For purposes of this agreement, a "confirmed" special assessment is defined as an assessmer that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payabl at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or othe improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follow (Insert "None" or the identification of such assessments, if any):

Unless otherwise agreed, Seller shall pay all owners' association assessments and all governmental assessments confirmed through th time of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

9. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjuste between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the dat of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property i conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date o Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that th regular owners' association dues, if any, are $ 0 per yr . Unless otherwise agreed, Buyer shall pa any fees required for obtaining account payment information on owners' association dues or assessments for payment or proration an any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/o document fee imposed by the owners' association.

10. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of th 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 $ 0 toward any of Buyer's expenses associated with the purchase of the Property, including any FHA/VA lender and inspection costs tha Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

11. HOME WARRANTY: If a home warranty is to be provided, select one of the folowing: ☐ Buyer may obtain a one-year home warranty at a cost not to exceed $ 0 and Seller agrees to pay for it at Closing. ☒ Seller has obtained and will provide a one-year home warranty from Closing for 1 yr at a cost of $ 419 and will pay for it at Closing.

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

13. 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.

14. 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.

15. PROPERTY DISCLOSURE:

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

☐ Buyer has NOT received a signed copy of the N.C. Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the date the contract was made; or (3) Closing or occupancy by the Buyer in the case of a sale or exchange.

☐ Exempt from N.C. Residential Property Disclosure Statement because (SEE GUIDELINES)

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

16. PROPERTY INSPECTION/INVESTIGATION (Choose ONLY ONE of the following Alternatives):

☐ **ALTERNATIVE 1:**

(a) **Property Condition:** Unless otherwise stated herein, it is a condition of this contract that as to all permanent improvements excep Shed (i) the built-in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing an gutters), doors and windows, exterior building surfaces, structural components (including foundations, retaining walls, column chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immedia repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); an (iii) there shall be no friable asbestos or existing environmental contamination.

(b) **Inspections/Repair Negotiations:** Buyer, at Buyer's expense, may inspect or obtain such inspections of the Property as Buye deems appropriate. Unless otherwise stated herein, only items covered by subsections (a)(i), (a)(ii), and (a)(iii) above are included i repair negotiations under this contract ("Necessary Repairs"). Any inspections shall be completed and written notice of Necessar Repairs shall be given to Seller on or before 15 days after Contract (the "Repair Notice Date"). Seller shall have the option o completing Necessary Repairs or refusing to complete them. Seller shall provide written notice to Buyer of Seller's response withi 2 days of Buyer's notice, ***TIME BEING OF THE ESSENCE***. Seller's failure to provide said notice as required shal constitute an election by the Seller not to complete Necessary Repairs. If Seller elects not to complete all Necessary Repairs, then Buye shall have the option of (a) accepting the Property in its present condition, (b) accepting Seller's offer to make repairs to the extent and a described in the Seller's response, or (c) terminating this contract, in which case all earnest monies shall be refunded. The Buyer shal deliver the Buyer's written decision to Seller within five (5) days after receiving the Seller's written response, ***TIME BEING OF THI ESSENCE.*** Failure of Buyer to provide this written decision by the time stated herein shall constitute acceptance of Seller's agreemen to make repairs to the extent and as described in the Seller's response. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing. Buyer shall have the right to verify that any Necessary Repairs have been completed in a good and workmanlike manner.

(c) **Wood-Destroying Insects:** Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest contro operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures, except Shed there was no visible evidence of wood-destroying insects and containing no indication of visible damage therefrom. The report must be obtained on or before the Repair Notice Date. If the report indicates that there is visible evidence of wood-destroying insects or visible damage therefrom, Seller shall have the option of performing any required treatment or completing Necessary Repairs, or refusing to perform any required treatment or complete Necessary Repairs. If Seller elects not to perform required treatment or complete Necessary Repairs, Buyer shall have the option of accepting the Property without the required treatment or Necessary Repairs, or terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (c) in the same manner and within the same time limitations as set forth in subsection (b) above. The Buyer is advised that the inspection report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

(d) **Radon Inspection:** Buyer shall have the option, at Buyer's expense, to have the Property tested for radon on or before the Repair Notice Date. The test result shall be deemed satisfactory to Buyer if it indicates a radon level of less than 4.0 pico curies per liter of air **(as of January 1, 1997, EPA guidelines reflect an "acceptable" level as anything less than 4.0 pico curies per liter of air).** If the test result exceeds the above-mentioned level, Seller shall have the option of: a) remediating to bring the radon level within the satisfactory range; or b) refusing to remediate. Upon the completion of remediation, Buyer may have a radon test performed at Seller's expense, and if the test result indicates a radon level less than 4.0 pico curies per liter of air, it shall be deemed satisfactory to the Buyer. If Seller elects not to remediate, or if remediation is attempted but fails to bring the radon level within the satisfactory range, Buyer shall have the option of: a) accepting the Property with its then current radon level; or b) terminating the contract, in which case all earnest monies shall be refunded. Buyer and Seller shall exercise their respective rights under this subsection (d) in the same manner and within the same time limitations as set forth in subsection (b) above.

(e) **Cost Of Repair Contingency:** In addition to the above, Buyer shall have the right to terminate this contract if a reasonable estimate obtained by Buyer of the total cost of Necessary Repairs equals or exceeds $ 3000. This right may be exercised by Buyer without regard to any decision by Seller to complete, or refuse to complete, Necessary Repairs. Buyer shall notify the Seller in writing of its decision to terminate this contract under this Cost of Repair Contingency no later than seven (7) days following the Repair Notice Date, ***TIME BEING OF THE ESSENCE,*** in which case all earnest monies shall be refunded to Buyer. Neither the cost of wood-destroying insect treatment under subsection (c) above nor the cost of radon remediation under subsection (d) above shall be included in the cost of repairs under this subsection (e).

(f) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

☐ **ALTERNATIVE 2:** *(This Alternative applies ONLY if Alternative 2 is checked, AND Buyer has paid the Option Fee.)*

(a) **Property Investigation with Option to Terminate:** In consideration of the sum set forth in paragraph 4(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 th Property or otherwise, by delivering to Seller written notice of termination (the "Termination Notice") by 5:00 p.m. o _____, *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/investigations of th 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 Selle prior to the Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical condition existing as of th Option Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under paragraphs 5, 6 or 7 abov 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 UNLES PROVISION IS OTHERWISE MADE IN WRITING.

17. REASONABLE ACCESS/RESTORATION AND INDEMNITY: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer. Buyer and Buyer's agents and contractors shall have th right to enter upon the Property for the purpose of appraising and evaluating the Property, and performing the tests and inspection permitted in this contract. Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities o Buyer and Buyer's agents and contractors. 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' agents and contractors relating to the Property. This repair obligation and indemnity shall survive this contract and any termination hereof. Buyer may conduct a walk-through inspection of the Property prior to Closing.

18. CLOSING: Closing shall be defined as the date and time of recording of the deed and shall be on or before May 31st (the "Closing Date"). All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer o title on or before the Closing Date at a place and time designated by Buyer. The deed is to be made to Scott MacCallum

Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close by the Closing Date, then provided that the party is acting in good faith and with reasonable diligence to proceed t closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10 days from the Closing Date, or any extension of the Closing Date agreed-upon in writing, in which to close without payment of interest Following expiration of the ten-day period, the party not ready to close shall be responsible for paying to the other party (if ready willing and able to close) interest on the purchase price at the rate of eight percent (8%) per annum accruing from the end of the ten-day period until closing occurs or the contract is terminated. Should the delay in closing continue for more than thirty (30) days from the las agreed-upon extension of the Closing Date, however, then the non-delaying party shall have the unilateral right to terminate the contrac and receive the earnest money, but the right to such receipt shall not affect any other remedies available to the non-delaying party fo such breach.

19. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to b delivered at Closing: ☐ a Buyer Possession Before Closing Agreement is attached OR ☐ a Seller Possession After Closing Agreemen is attached. Seller shall remove, by the date possession is made available to the Buyer, all personal property which is not a part of th purchase and all garbage and debris from the Property.

20. OTHER PROVISIONS AND CONDITIONS: (CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO. (**NOTE**: UNDER NORTH CAROLINA LAW, REAL ESTATE AGENTS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.)

- ☐ Additional Provisions Addendum (Form 2A11-T)
- ☐ Back-Up Contract Addendum (Form 2A1-T)
- ☐ Contingent Sale Addendum (Form 2A2-T)
- ☐ FHA/VA Financing Addendum (Form 2A4-T)
- ☐ Insurance Availability/Affordability Addendum (Form 370-T) (NC Association of REALTORS form only)
- ☐ Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T)
- ☐ OTHER
- ☐ Loan Assumption Addendum (Form 2A6-T)
- ☐ New Construction Addendum (Form 2A3-T)
- ☐ Owners' Association Disclosure And Addendum (Form 2A12-T)
- ☐ Seller Financing Addendum (Form 2A5-T)
- ☐ Vacation Rental Addendum (Form 2A13-T)

21. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered

to Seller or Seller's agent and all deposits shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this contra Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property ur after confirming recordation of the deed.

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

23. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with t conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchangi party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party sh not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documen at no cost to the non-exchanging party, as shall be required to give effect to this provision. (**NOTE:** If Alternative 2 under paragraph of this contract will apply, Seller should seek advice concerning the taxation of the Option Fee.)

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

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

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

27. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be given to the party or to suc party's agent. Any written notice or communication in connection with the transaction contemplated by this contract may be given to party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notic Address" section below. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller an such signing is communicated to the offering party. This contract may be signed in multiple originals, all of which together constitute on and the same instrument, and the parties adopt the word "SEAL" beside their signatures below.

28. COMPUTATION OF DAYS: Unless otherwise provided, for purposes of this contract, the term "days" shall mean consecutiv calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days the count of "days" shall begin on the day following the day upon which any act or notice as provided in this contract was required to b performed or made.

Buyer ☒ **has** ☐ **has not 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.

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: P.O. Box 562706
Charlotte, NC 28256

Buyer Fax #: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Seller Fax #: _____

Buyer E-mail Address: _____

Seller E-mail Address: _____

SELLING AGENT NOTICE ADDRESS:

Mailing Address: 19701-A W. Catawba Ave
Cornelius, NC 28031
Selling Agent Fax #: 704-892-9661
Selling Agent E-mail Address: dave@houselkn.com
Selling Agent Phone #: 704-661-9119

LISTING AGENT NOTICE ADDRESS:

Mailing Address: 19701-A W. Catawba
Cornelius, NC 28031
Listing Agent Fax #: 704-892-9661
Listing Agent E-mail Address: dave@houselkn
Listing Agent Phone #: 704-661-9119

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

Date _____ Firm: _____

By: _____
(Signature)

Individual Selling Agent/license#: 258106
Firm Name: ERA Wilder Realty
Acting as ☐ Buyer's Agent ☐ Seller's (sub)Agent ☒ Dual Agent
Individual Listing Agent/license#: _____
Firm Name: _____
Acting as ☐ Seller's (sub)Agent ☐ Dual Agent

Buyer X Scott MacCallum 4.22.08
Scott MacCallum date

Sellers X _____ _____
Norman Manor date

_____ _____
Phyllis Manor date