

1/8/2008

duponbj

Groundwater and Wastewater Services File Imaging Project

May 2007

Barcode Font = IDAutomationHC39M

FEE: 200.00
DATE: 9/24/03
Check #2264

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

[ ] CRT

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

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

Consultation

FILE #: 53336

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 11101108

STREET ADDRESS: Plaza Rd Ext

SUBDIVISION OR MOBILE HOME PARK NAME: None

LOT NUMBER: NA

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE:

NUMBER OF BEDROOMS: NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

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

CLOSING DATE

Consultation mailed 9-25-03
Requested Jessica Dawson
Present. W/B/M 9-25-03

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

None

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

WATER SUPPLY (CHECK ONE):

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

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

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

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: (LAST) Fordell (FIRST) Robert (MI) F Est will	NAME: Dawson Jessica or Jones, Ron (LAST) (FIRST) (MI)
ADDRESS: 2102 Wilson Ave	DAYTIME PHONE: 704 316-3999
CITY: Monroe STATE: NC ZIP: 28110	
DAYTIME PHONE: ( ) -	

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?

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

SIGNED: Ron E Jones DATE: 9 2003

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

FEE: 200.00
DATE: 9/24/03
Check 0404

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

1 CRT

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

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

Consultation

FILE #: 5383B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 11101108

STREET ADDRESS: Plaza Rd Ext

SUBDIVISION OR MOBILE HOME PARK NAME: None

LOT NUMBER: NA

TYPE OF BUILDING (CHECK ONE):

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

HEATED SQUARE FOOTAGE:

NUMBER OF BEDROOMS: NUMBER OF OCCUPANTS:

FOUNDATION FOR RESIDENCE:

__ WITHOUT BASEMENT __ WITH BASEMENT /PLUMBING
✓ ON SLAB __ WITH BASEMENT /NO PLUMBING
__ CRAWL SPACE

TOWNSHIP (CHECK ONE):

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

CLOSING DATE

Consultation made 9-25-03
Requested Jessica Dawson
present. 9/25/03

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

None

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES __ NO TYPE:

WATER SUPPLY (CHECK ONE): __ COMMUNITY (C) ✓ MUNICIPAL (M) __ PRIVATE WELL (P)
__ SHARED WELL (S) __ OTHER 'SPRINGS' (O)

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

BURIED CABLES, LANDFILLS, STUMPHOLES __ YES ✓ NO
EXISTING WASTEWATER SYSTEMS __ YES ✓ NO
EASTMENTS OR RIGHT-OF-WAYS __ YES ✓ NO
WELL, SPRINGS OR WATERLINES __ YES ✓ NO
DESIGNATED WETLANDS ~ __ YES ✓ NO
stream

PROPERTY OWNER:

NAME: (LAST) Cordell (FIRST) Robert (MI) F by will
ADDRESS: 2102 Wilson Ave
CITY: Monroe STATE: NC ZIP: 28110
DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) Dawson (FIRST) Jessica or Jones, (MI) Ron
DAYTIME PHONE: 704 366 - 3999

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?

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

SIGNED: Ronald E Jones DATE: 9 2003

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

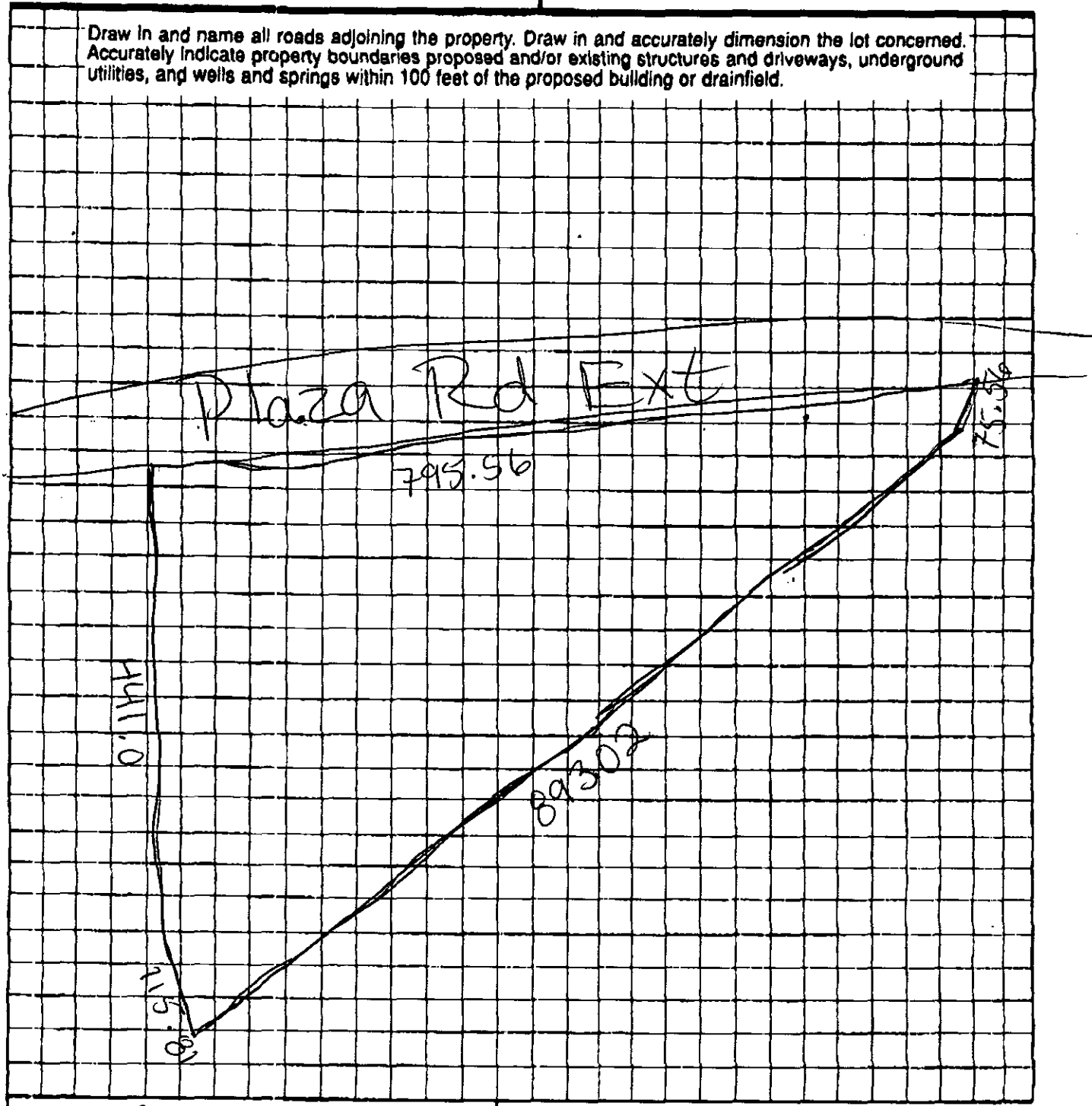
PROPOSED PLOT PLAN

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

FILE: 5383B

TC: 111-011-08

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.



See offer to purchase addendum attached

OWNER/AGENT SIGNATURE

DATE

APPROVAL DATE

White - Health Department's Copy Canary - E.H.S. Copy Pink - Owner's Copy

OFFER TO PURCHASE AND CONTRACT

hereby offers to purchase and _____, as Buyer,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece of parcel of land described below, together with all improvements thereon and such
fixtures and personal property as are listed below (collectively referred to as "the Property"), each the following words and conditions:
1. **REAL PROPERTY:** Located in the City of _____, _____ County of _____, State of North Carolina, being known as and more particularly described as:
Street Address _____
Legal Description: _____ Deed Book _____, Page No. _____
[ ] Lot [ ] A portion of the property as Deed Reference Book _____, Page No. _____
NOTE: Prior to signing this Offer to Purchase and Contract, Buyer is advised to review Restrictive Covenants, if any, which may limit the use of the Property, and to
read the Declaration of Restrictive Covenants, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association
and the Ordinances of the City, if applicable.
2. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor
coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings,
antennae, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, mounted fireplace screens, gas logs, fireplace stands,
fireplace grates, door openers and remote controls, outdoor plants, pot trees (other than in Movable containers), built-in pools, stoves, shades, mailboxes, wall to wall carpet,
mirrors, and any other items attached or affixed to the Property, EXCEPT the following items:
_____
3. **PERSONAL PROPERTY:** The following personal property is included in the purchase price: _____
4. **PURCHASE PRICE:** The purchase price is $ 268,000.00, and shall be paid as follows:
(a) $ 2,000.00 **EARNEST MONEY DEPOSIT** with this offer by [ ] cash [ ] personal check [ ] bank check [ ] cashier check [ ] other: _____
(b) $ 2,000.00 to be deposited and held in escrow by _____ ("Escrow Agent") until the sale is closed, or which time it will be credited to Buyer, or paid to Seller, or otherwise disbursed, as provided herein. In the event (1) this offer is not
accepted, or (2) any of the conditions hereof are not satisfied, then all escrowed monies shall be returned to Buyer. In the event of breach of this contract by Seller, upon
Buyer's request, (if agreed) monies shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this
offer is accepted and Buyer breaches this contract, then all escrowed monies shall be forfeited upon Seller's request, but monies of such forfeited earnest monies shall not
affect any other remedies available to Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to
retain said earnest money in the broker's trust or escrow account until it has received a written release from the parties consenting to its disposition or until it is
disbursement is ordered by a court of competent jurisdiction.
(b) $ _____, **ADDITIONAL EARNEST MONEY DEPOSIT** to be paid to Escrow Agent no later than _____.
TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.
(c) $ _____, **BY ASSUMPTION** of the unpaid principal balance and all obligations of Seller on the existing note(s) secured by a deed of trust on the
Property in accordance with the attached Loan Assumption Addendum.
(d) $ 3.00, **BY SELLER FINANCING** in accordance with the attached Seller Financing Addendum.
(e) $ 266,000.00, **BALANCE** of the purchase price to be cash at Closing.
5. **CONDITIONS:** (Check N/A if each item that is not a condition to this contract.)
(a) Buyer must be able to obtain a ____FHA ____VA (check FHA/VA Financing Addendum) ____Conventional ____Other _____ loan at a ____Fixed Rate
____Adjustable Rate in the principal amount of _____ (plus any financed VA Funding Fee or FHA MIP) for a term of
_____ year(s), at an interest rate not to exceed _____ % per annum, with mortgage loan discount points not to exceed _____% of the loan amount.
Buyer shall apply for said loan within _____ days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary
loan commitment letter as soon as possible and to satisfy all terms and conditions of the loan commitment prior to Closing. After the
above letter does, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter as
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. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller
is to pay any of Buyer's Closing costs according to any different provision in this contract.
(b) There must be no restrictions, covenants, zoning or other governmental regulations that would prevent the reasonable use of the Property for
residential purposes.
(c) The Property must be in substantially the same or better condition at Closing as at 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
marketable title may be promptly obtained following Closing. Seller shall not be obligated to obtain any such cancellations following Closing.
(e) Title must be evidenced at closing by GENERAL WARRANTY DEED (unless otherwise stated herein), and must be free ASSOC. of encumbrances except: (1) ad valorem taxes for the current year (prorated through the date of Closing); (2) utility easements and restrictions and restrictive covenants common to the
subdivision; and (3) any other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a
public right of way.
6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no 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 assessments, except as follows: None
_____.
Items "None" or the identification of such assessments, if any, shall be paid by Seller prior to or at Closing. Assessments confirmed through
the date of Closing, if any, shall be paid by Seller. All pending assessments, if any, unless otherwise agreed, shall be paid by Buyer after Closing.
7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated and either adjusted between the parties as paid at
Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the
calendar year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar
year basis through the date of Closing; (c) Ad valorem taxes, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of
Closing; (e) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if
any, are $ _____ per _____.
8. **CLOSING EXPENSES:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for
excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and the preparation and recording of all instruments required to secure the balance of
the purchase price unpaid at Closing.
9. **FUEL:** Buyer agrees to purchase from Seller the fuel, if any, situated in any tank on the Property at the prevailing rate with the cost of measurement thereof, if any.
Being paid by Seller.
10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the 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, surveys, covenants, deeds, notes
and deeds of trust and prompt notice of any new matters affecting the Property.
11. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and
materials, if any, furnished on 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
liens or claims arising therefrom.

This form has been jointly approved by the:
North Carolina Bar Association
North Carolina Association of REALTORS®

STANDARD FORM 2

Buyer Initials _____ Seller Initials R.C.

©2003 Revised 1006 Pollitzer Rd. P.M.B. 311, Charlotte NC 28216
Phone: (704) 366-3889 Fax: (704) 366-9118
Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026, www.zipLogix.com

Copy 1 Form

TRF2350.ZFX

12. **PROPERTY DISCLOSURE AND INSPECTIONS:**

(a) 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.

☒ Exemption from N.C. Residential Property Disclosure Statement requires ADD'L GUIDELINES: _____ (Property Disclosure Addendum)

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

(b) Property Inspection: Unless otherwise stated herein, or as otherwise provided in an inspection addendum attached hereto, Buyer shall have the option of inspecting or obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (1) the heating appliances, plumbing, systems, plumbing systems, heating and cooling systems and coverings (including flooring and carpets), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys (tops, within visible and readily accessible areas) and roofs), porches and decks (functional and free from conditions which could cause rapid deterioration), and all other items of personal property included in the sale are in working order as of the date of Buyer's inspection, ordinary wear and tear excepted; (2) the water and sewer systems (public and private) shall be performing the function for which intended and shall not be in need of immediate repair; (3) there shall be no unusual environmental conditions or evidence of excessive moisture adversely affecting the improvements; and (4) there shall be no visible evidence of wood-destroying insects or existing environmental conditions involving _____. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller or his agent _____ Days of Buyer's notice. Buyer is advised to have any _____. Seller shall provide written notice to Buyer of Seller's response within _____ Days of Buyer's notice. Buyer is advised to have any inspections made prior to the time scheduled for Closing and is cautioned that an inspection may be required in order to be completed by Closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator or a similar term to determine in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that as to all structures except _____ there was no visible evidence of wood-destroying insects and recommending an estimate of visible damage therefrom. The report must be provided in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to Closing. All treatment required shall be paid for by Seller and completed prior to Closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the treatment of wood-destroying insects and the repair of damage caused by wood-destroying insects may not be covered by insurance. In any transaction, Seller shall provide a standard warranty of treatment and treatment.

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

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

13. **REASONABLE ACCESS:** Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

14. **CLOSING:** Closing shall be defined as the time and place 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 _____, at a place designated by Buyer. The deed is to be made to _____.

15. **POSSESSION:** Unless otherwise provided herein, possession shall be delivered at Closing. In the event possession is NOT to be delivered at Closing:

☐ a Buyer Possession Before Closing Agreement is attached; OR, ☐ a Seller Possession After Closing Agreement is attached.

16. **OTHER PROVISIONS AND CONDITIONS:** ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO.)

See attached addendum

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

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

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

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

21. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Any counterpart or photocopy hereof shall be deemed an original. This contract supersedes any and all prior agreements between Seller and Buyer or between Buyer and Seller or Buyer or Seller and any real estate broker or salesperson, whether or not licensed, and any other agency agreements between them.

22. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party hereto 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 some 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 adopting the word "SEAL" beside their signatures below.

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

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

Date: 9/17/03 Buyer: _____ (SEAL)

Buyer: Hastings Investments of NC LLC

Date: _____ Buyer: _____ (SEAL)

Date: 9/17/03 Seller: Robert F. Coldwell (SEAL)

Robert F. Coldwell, by Will

Date: _____ Seller: _____ (SEAL)

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

Date: _____ Firm: _____

By: _____

Selling Agent/Firm/Phone: _____ Acting as ☒ Buyer's Agent ☐ Seller's (Sub)Agent ☐ Dual Agent

Listing Agent/Firm/Phone: _____ Acting as ☒ Seller's (Sub)Agent ☐ Dual Agent

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026, (800) 383-0452

Addendum to Offer to Purchase and Contract

Seller: Robert F. Cordell, by will
Buyer: Heritage Investments of NC, LLC
Property: Plaza Rd Ext PID# 11101108
Date: 9-15-2003

Modifications to Contract to Purchase Real Estate dated 2-26-03. In the event that this document conflicts with the contract to Purchase Real Estate, this document shall control

1. Offer has no financing contingencies and is a cash sale.
2. Property must have soils suitable for standard septic tanks to accomodate the maximum number of singel family homes allowed by current zoning.
3. Seller grants Buyer the right to access the property and to test the soils.
4. Buyer to pay all expenses for soil testing.
5. Buyer to complete soil tsting within 5 weeks of contract acceptance.
6. Buyer may cancel the contract and receive a refund of the earnest money if soils are found to be unacceptable.
7. Closing to occur 4 weeks after soil test is completed.
8. Offer expires 9-17-03 at noon.

Seller: Robert F Cordell, by will

Robert F. Cordell Date 9-17-03

Buyer: Heritage Investments of NC, LLC

Date 9 15 03