

9335 MISENHEIMER RD

11114311

1/11/2008

duponbj

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

FILE NUMBER: 69678 4

Revised On: January 3, 2007

APPLICATION NUMBER: 1943

SEPTIC FEE: 200.00
DATE: 2-20-07
CK # 1135 JH,A

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: 111-143-11
STREET ADDRESS: 9335 Misenheimer rd
CITY: Charlotte
STATE: NC ZIP: 28215
SUBDIVISION NAME:
LOT #: 164 LOT SIZE (acres): 67ft/200ft
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 _____
X HEATED SQUARE FOOTAGE: ~~1200 Sq ft~~ 1400 Sq ft.
X NUMBER OF BEDROOMS: 3 bed / 2 bath.
X NUMBER OF OCCUPANTS: One family 4
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 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: ~~Derrick Mebrahtu~~ Azizy Haim
ADDRESS: P.O Box 221932
CITY: Charlotte
STATE: NC ZIP: 28222
HOME PHONE: WORK PHONE:
MOBILE PHONE: FAX:

11. OWNER'S LEGAL REPRESENTATIVE, IF APPLICABLE: Buyers Agent
NAME: Olutoyin Ogundipe
ADDRESS: 3111 Springbank Ln
CITY: Charlotte
STATE: NC ZIP: 28226
HOME PHONE: WORK PHONE: 7045417100
MOBILE PHONE: 7045199867 FAX: 7045416319

12. WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 06-03-2003
13 WHAT IS THE ANTICIPATED CLOSING DATE FOR THIS PROPERTY? March 15th 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.

Ogundipe 02-20-07
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

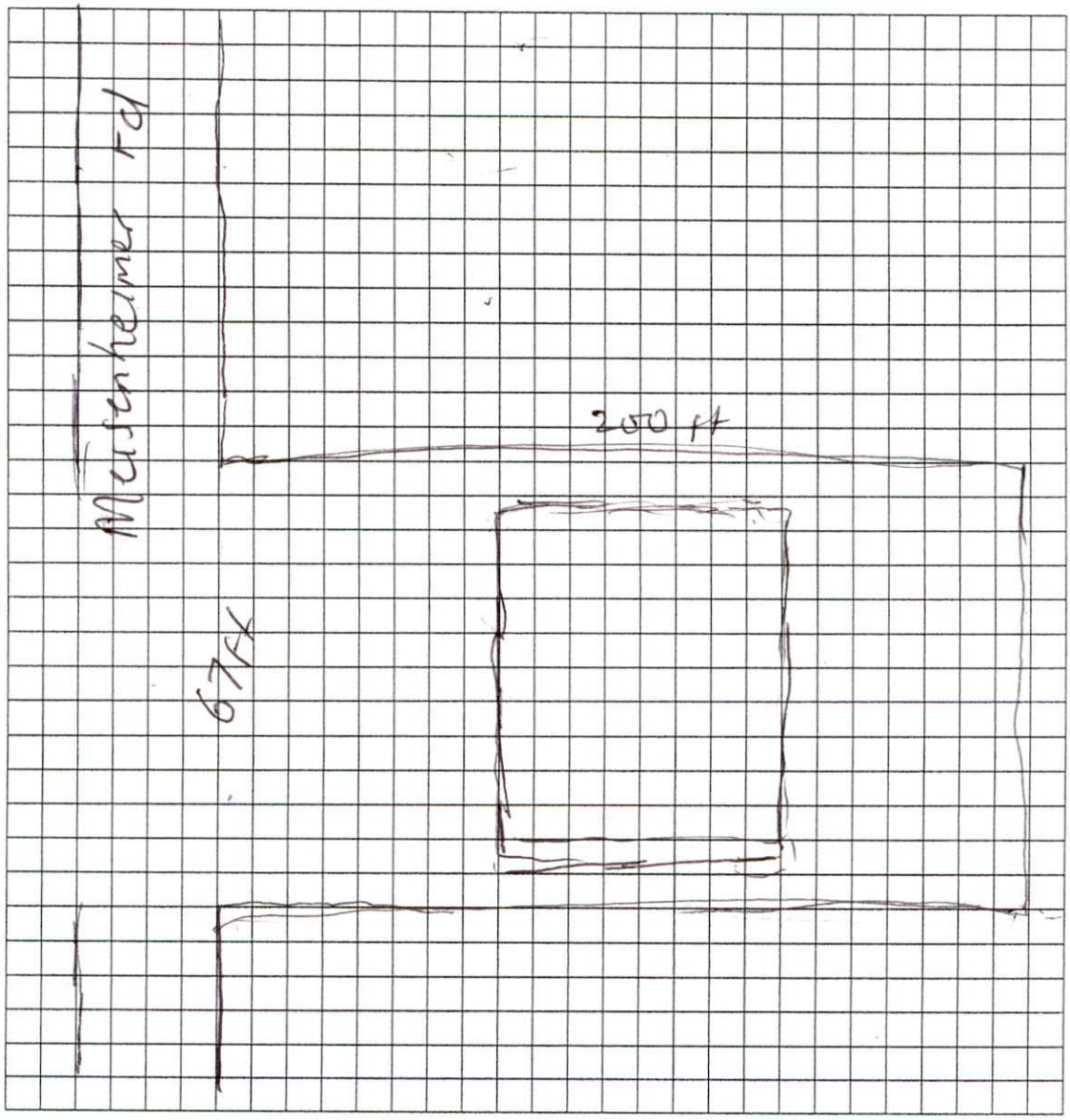
☐ SURVEY PLAT TO SCALE SUBMITTED ☐ SCALED SITE PLAN SUBMITTED ☐ UN-SCALED SITE PLAN SUBMITTED

Mecklenburg County
Land Use & Environmental Service Agency
Groundwater & Wastewater Services
700 N. Tryon St., Suite 211
Charlotte, NC 28202
Phone: (704) 336-5103
Fax: (704) 336-6894

File # 69673
Date 2-21-07

PROPOSED PLOT PLAN

A map showing existing and proposed property lines and easements with dimensions, the location of the single family residence, non-single family residence, or other facility, and appurtenances, the site for the proposed well, and the location of existing or proposed sewer lines and/or sewage disposal systems, surface water bodies, aboveground or underground storage tanks. Name all roads adjoining the property. If this a repair indicate the type of repair.



Owner/Agent Signature	Agent type
Date	02/20/07

LBC 12/15/04

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

Sheet: 1 of 2
Property ID: 111-143-11
Lot #: 164-166
File #: 6967B
AppID: 1943

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Azizy Haim
Applicant: Olutoyin Ogundipe
Address: PO Box 221932, Charlotte, N. C. 28222
Date Evaluated: 10/17/07
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: .3a
Location of Site: 9335 Misenheimer Road
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	b PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 8	0-8	GR/CL	FR/SEXP/SS/SP	>30" TO SOIL WETNESS	30	N/A	NONE	US, IV
		8-30	SBK/ABK/C	FI/SEXP/S/P					.2GPD/FT^2
2	LS, 6	0-5	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	"	"	PS, IV
		5-48	SBK/ABK/C	FI/SEXP/S/P					.25GPD/FT^2
3	FS, 5	0-6	GR/CL	FR/SEXP/SS/SP	"	"	"	"	"
		6-48	SBK/ABK/C	FI/SEXP/S/P					
					SITE LTAR .25GPD/FT^2				

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

Other Factors (.1946):
Soil Evaluation By: W. R. Marlin, LSS, 10/17/2007, W. R. Marlin
Others Present:
Site Classification (.1948):
Site Evaluation By:
Others Present:

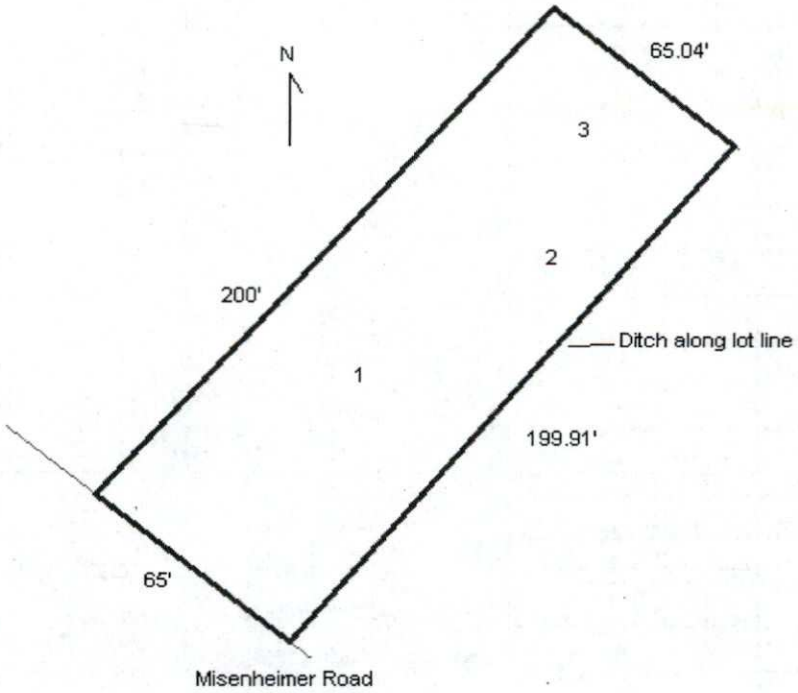
COMMENTS:

Does not appear to be 100% repair, lot must be mowed before attempting to make system layout

Landscape Position	Group	Texture	.1955 LTAR	Structure
R-Ridge	I	S-Sand	1.2 - 0.8	SG-Single Grain
SS-Shoulder Slope		LS-Loamy Sand		M-Massive
LS-Linear Slope				CR-Crumb
FS-Foot Slope	II	SL-Sandy Loam	0.8 - 0.6	GR-Granular
NS-Nose Slope		L-Loam		SBK-Subangular Blocky
HS-Head Slope				ABK-Angular Blocky
CC-Concave Slope	III	SI-Silt	0.6 - 0.3	PL-Platy
CV-Convex Slope		SICL-Silty Clay Loam		PR-Prismatic
T-Terrace				
FP-Flood Plain		CL-Clay Loam		
		SCL-Sandy Clay Loam		
	IV	SC-Sandy Clay	0.4 - 0.1	
		SIC-Silty Clay		
		C-Clay		

Consistence Moist	Consistence Wet	Mineralogy
VFR-Very Friable	NS-Non-Sticky	SEXP-Slightly Expansive
FR-Friable	SS-Slightly Sticky	EXP-Expansive
FI-Firm	S-Sticky	
VFI-Very Firm	VS-Very Sticky	
EFI-Extremely Firm	NP-Non-Plastic	
	SP-Slightly Plastic	
	P-Plastic	
	VP-Very Plastic	

Sketch of Soil Evaluation Locations



OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for persona se and will not subdivide. It should not be used to sell subdivided property that has not been platted, properly approved and recorded ith the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new si family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2-T) with the New Construction Addendu Form 2A3-T).

Wilson Commerce2 , as Buyer,
hereby offers to purchase and 12174 Helm , as Seller,
upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described low (hereafter referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Charlotte, County of Mecklenburg, State of North Carolina, being known as and mo particularly described as:
Street Address 9315 Muscadine rd Zip 28215-4421
Subdivision Name None
Plat Reference: Lot 164 Block or Section M as shown on
Plat Book or Slide 5 at Page(s) 61 (Property acquired by Seller in Deed I pk 15480 at
Page 806).
☒ All ☐ A portion of the property in Deed Reference: Book 15480 Page No. 816, Mec lenburg County
NOTE: Prior to signing this Offer to Purchase and Contract - Vacant Lot/Land, Buyer is advised to revie Restrictive Covenants, if any, which may limit the use of the Property, and to read the Declaration of Restrictive Covena s, By-Laws, Articles of Incorporation, Rules and Regulations, and other governing documents of the owners' association and/or the ubdivision, if applicable.

2. **PURCHASE PRICE:** The purchase price is ~~$ 113,000.00~~ 113000 - 3W6 and shall be paid as follows:
(a) $ 1000.00, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ per nal check ☐ bank check ☐ certified check ☐ other: to be deposited and held in escrow by 12174 Helm ("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) t offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such retur shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available Seller for such breach.
NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest m may held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escr account until a written release from the parties consenting to its disposition has been obtained or until disbursement is order by a court of competent jurisdiction.
(b) $ 0, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escr Agent no later than , TIME BEING OF THE ESSENCE WITH REGARD TO SAID D E.
(c) $ 0, OPTION FEE in accordance with paragraph 11, Alternative 2, to paid to Seller on the Effective Date as set forth in paragraph 19. (NOTE: If Alternative 2 applies, then do not insert $0, N/A, leave blank).
(d) $ 6, BY ASSUMPTION of the unpaid principal balance and all obligation of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Ad ium.
(e) $ 0, BY SELLER FINANCING in accordance with the attached Seller Fi owing Addendum.
(f) $ 13,000.00, BALANCE of the purchase price in cash at Closing.

3. **CONDITIONS:** (State N/A in each blank that is not a condition to this contract.)
(a) Buyer must be able to obtain a ☐ Conventional ☐ Other: CASH loan at a ☐ fixed Rate ☐ Adjustable Rate in the principal amount of $ 87,900.00 0 for a term of N/A year(s), at a initial interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed % of the loan amount. Buyer shall apply for said loan within N/A days of the Effective Date of this contract. Buyer shall use Buyer's best efforts to secure the lender's customary loan commitment letter on or before N/A and satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing from Buyer a copy of the loan commitment letter. If Buyer fails to provide Seller a copy of the loan commitment letter or a written waiver of this loan condition within five days of receipt of Seller's request, Seller may terminate this contract by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the letter or the waiver.

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
REALTOR®
ST. NDARD FORM 12 - T
© 7/2006

Buyer Initials _____ Seller Initials _____

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for RESIDENTIAL purposes ("Intended Use").

(c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

(d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid or satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall not be obligated to obtain any such cancellations following Closing.

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

4. SPECIAL ASSESSMENTS: Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows: None

(Insert "None" or the identification of such assessments, if any.) Seller shall pay all owners' association assessments and all governmental assessments confirmed through the time of Closing, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: None

5. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) All late listing penalties, if any, shall be paid by Seller; (c) Rents, if any, for the Property shall be prorated through the date of Closing; (d) Owners' association dues and other like charges shall be prorated through the date of Closing. Seller represents that the regular owners' association dues, if any, are $ 0 per

6. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Seller shall pay at Closing $ N/A toward any of Buyer's expenses associated with the purchase of the Property including any FHA/VA lender and inspection costs that Buyer is not permitted to pay, but excluding any portion disapproved by Buyer's lender.

7. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

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

9. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before 03-15-07 at a place designated by Buyer. The deed is to be made to Wilson Gutierrez

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

10. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing. No alterations, excavations, tree removal or other such activities may be done before possession is delivered.

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

☐ **ALTERNATIVE 1:**

(a) Soil, Water, Utilities And Environmental Contingency: This contract is contingent upon Buyer soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (i contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All cost and expenses be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports ca terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this co written notice to Seller by 10 days after contract that this condition cannot be essence.

maining report(s) that (i) the there is no environmental here is no flood hazard that Obtaining the Reports shall ot be obtained, Buyer may hition unless Buyer provides tisfied, time being of the

(b) Sewer System (check only ONE):

☐ Buyer has investigated the costs and expenses to install the sewer system approved by the Improvem Exhibit A and hereby approves and accepts said Improvement Permit.

☐ Seller represents that the system has been installed, which representation survives Closing, but make to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. E inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the function for which intended and is in need of immediate repair, Buyer may terminate this Contract an shall be refunded to Buyer. Buyer waives this condition unless Buyer provides wri N/A that this condition cannot be satisfied, time being of the essence.

t Permit attached hereto as

o further representations as ur shall have the option of ystem is not performing the he Earnest Money Deposit r notice to Seller by

☐ This Contract is contingent upon ☐ Buyer ☐ Seller ("Responsible Party") obtaining an Improvemen from the County Health Department ("County") for a (check only ONE) ☐ c N/A ground absorption sewage system for a N/A expenses of obtaining such Permit or written evaluation shall be borne by Responsible Party unless oth Seller, by no later than N/A, shall be responsible for clearing that portion of County to perform its tests and/or inspections. Responsible Party shall use best efforts to obtain such Pe the Improvement Permit or written evaluation from the County cannot be obtained by N/A terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer.

ermit or written evaluation ventional or ☐ other droom home. All costs and wise agreed. In any event Property required by the it or written evaluation. If (date), either party may

☒ Buyer has investigated and approved the availability, costs and expenses to connect to a ☐ public or ☒

(c) **Appraisal Contingency:** The Property must appraise at a value equal to or exceeding the purcha Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. If this contract contingency requiring an appraisal, Buyer shall arrange to have the appraisal completed on or before 0 The cost of the appraisal shall be borne by Buyer.

mmunity sewer system.

price or, at the option of not subject to a financing under before Closing

(d) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXI UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

ING CONDITION

☐ **ALTERNATIVE 2:** *(This Alternative applies ONLY if Alternative 2 is checked AND Buyer has paid th*

(a) Property Investigation with Option to Terminate: In consideration of the sum set forth in para Seller (not Escrow Agent) and other valuable consideration, the sufficiency of which is hereby ackno Buyer shall have the right to terminate this contract for any reason or no reason, whether related to t Property or otherwise, by delivering to Seller written notice of termination (the "Termination 20 , *time being of the essence* (the "Option Termination Closing, Buyer shall have the right to inspect the Property at Buyer's expense (Buyer is advised to have a of the Property, including but not limited to those matters set forth in Alternative 1, performed prior to the

Option Fee.)

graph 2(a) paid by Buyer to knowledged (the "Option Fee"), physical condition of the Date") by 5:00 p.m. on ion"). At any time prior to inspections and appraisals option Termination Date).

(b) Exercise of Option: If Buyer delivers the Termination Notice prior to the Option Termination Date, *t* contract shall become null and void and all earnest monies received in connection herewith shall be refu Option Fee will not be refunded and shall be retained by Seller. If Buyer fails to deliver the Termination Option Termination Date, then Buyer will be deemed to have accepted the Property in its physical conditi Termination Date; provided such acceptance shall not constitute a waiver of any rights Buyer has under p is not refundable, is not a part of any earnest monies, and will be credited to the purchase price at Closing.

time being of the essence, this d to Buyer; however, the otice to Seller prior to the existing as of the Option graph 3. The Option Fee

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

12. RIGHT OF ENTRY, RESTORATION AND INDEMNITY: Buyer and Buyer's agents and contrac[tors] upon the Property for the purpose of appraising the Property, and performing the tests and inspections per[mitted] terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to subst[antially] within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, [damage], which shall arise out of any contract, agreement, or injury to any person or property as a result of any activiti[es] and contractors relating to the Property. This indemnity shall survive this contract and any termination [hereof]. foregoing. Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing co[nditions] out of Seller's negligence or willful acts or omissions.

13. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS C[ONTRACT AND ATTACH] HERETO.) currently lot is 75x200 ft. 10 ft on Right when facing * for the depth of the lot will not be included in the contract. Seller to provide survey of land.

WG (HA) WG 2/13/07

14. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon [Seller].

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

16. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buy[er and Seller and their heirs,] successors and assigns. As used herein, words in the singular include the plural and the masculine incl[ude] the feminine and neuter genders, as appropriate.

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

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

19. NOTICE AND EXECUTION: Any notice or communication to be given to a party herein may be [given to the party or to such] party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both [Buyer and Seller and such] signing is communicated to the offering party. This contract is executed under seal in signed multiple or[iginals, all of which together] constitute one and the same instrument, with a signed original being retained by each party and each R[EALTOR® or broker hereto,] and the parties adopt the word "SEAL" beside their signatures below.

Buyer acknowledges having made an on-site personal examination of the Property prior to the maki[ng] of this offer.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLI[NA BAR ASSOCIATION] MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY O[F] ANY PROVI[SION 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 A[TTO]RNEY BEFORE YOU SIGN IT.

Date: 2/12/07
Buyer _____ (SEAL)
Date: _____
Buyer _____ (SEAL)

Date: 2-13-07
Seller _____
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: Azizy Homes
By: _____ (Signature)

Selling Agent/Firm/Phone Olutoyin Ogundipe / McGarry Associates / 704-519-9867
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent
Individual license #: 220740

Listing Agent/Firm/Phone _____
Acting as ☐ Seller's (sub)Agent ☐ Dual Agent
Individual license #: _____

STANDARD FORM 12 - T
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