


8615 FERGUSON RD

1/8/2008

*duponbj*

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

## CONDITIONS OF IMPROVEMENT PERMIT

Permit Number: **5618B** Tax Number: **139-221-15**

- The IMPROVEMNET PERMIT is subject to revocation if site plans or the intended use change. There is to be **NO** grading, filling, or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is **NOT** transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement: ☐ Yes ☒ No ☐ Partial Basement

**Primary Wastewater System**

Type: ☐ I ☐ II ☒ III ☐ IV ☐ V ☐ VI

☐ Conventional
☐ Prefabricated, permeable block panel system
☐ Shallow Placed Conventional
☐ Low Pressure Pipe
☐ Large Diameter Pipe
☐ Fill
☐ Other
☒ Innovative or Experimental:

| | | | |
|---|---|---|---|
| 0.25 Long-term acceptance rate (GPD/ft^2) | 480 Max gallons/day wastewater flow | 1440 Absorption Area (ft^2) | 9 Trench spacing (min. on centers) (ft) |
| Serviced by private well: ☒ Yes ☐ No | 1500 Gallon septic tank | 480 Total trench length (ft) | 30 Maximum trench depth (in) (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions.) |
| 4 Bedrooms in residence | NA Gallon pump tank | NA Depth of stone (in) | |

Any surface water present: **No** Type: Minimum separation distance (ft):

Additional conditions: **Type IIIg innovative septic system (25% reduction). Install 4 lines at 120' x 3'. Install lines on 9' centers, level, and on contour. Use 1500 gallon septic tank. Use drop boxes for serial distribution. Keep well *(to be installed) 100' from all septic systems (50' minimum).***

**Repair Area System**

Type: ☐ I ☐ II ☒ III ☐ IV ☐ V ☐ VI

☐ Conventional
☐ Prefabricated, permeable block panel system
☐ Shallow Placed Conventional
☐ Low Pressure Pipe
☐ Large Diameter Pipe
☐ Fill
☐ Other
☒ Innovative or Experimental:

| | | | |
|---|---|---|---|
| 1440 Absorption Area (ft^2) 480 Total trench length (ft) | NA Depth of stone (in) | 9 Trench spacing (min. on centers) (ft) | 30 Maximum trench depth (in) |

The undersigned, an authorized agent of the MECKLENBURG COUNTY HELTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. The approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

*** No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department.

*** *This Improvement permit is transferable.*

6-16-04
DENR Authorized Agent Date

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
CHARLOTTE, NC 28202
(704) 336-5103

06-24-04.
Owner/Agent Signature Date

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

FEE: _____
DATE: _____

# AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION
## VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE

ACS

PERMIT NUMBER: 5618B
PARCEL NUMBER: 139-221-15

JOB LOCATION ADDRESS: Lot #3 Ferguson Road
PROPERTY OWNER: Ira M. Flowe
BUILDING CONTRACTOR: Unknown
SUBDIVISION NAME: NA
AUTHORIZATION ISSUED BY: J. Andrew Walker DATE: 06/16/04

_____
DENR AUTHORIZED AGENT

### AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NUMBER 5618B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED PRIOR TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH THE MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: AGREEMENT FORMS REQUIRED BEFORE ISSUING CONSTRUCTION AUTHORIZATION.

### OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITSAND AUTHORIZATION TO CONSTRUCT.

Robert
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE

06-24-04
DATE

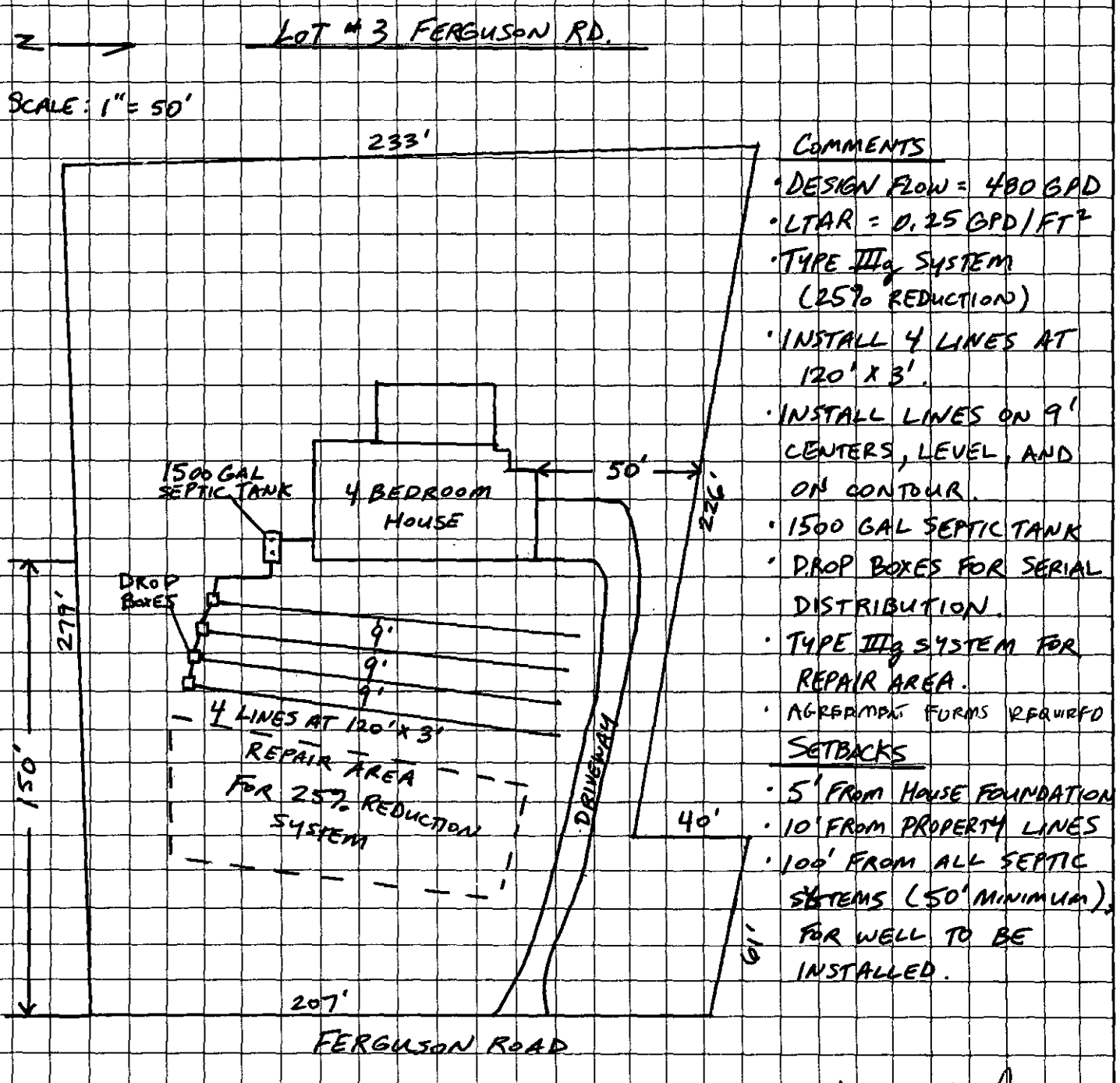
# PROPOSED PLOT PLAN

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

FILE: 5618 B

TC: 139-221-15

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.




COMMENTS

- DESIGN FLOW = 480 GPD
- LTAR = 0.25 GPD/FT²
- TYPE IIIg SYSTEM (25% REDUCTION)
- INSTALL 4 LINES AT 120' x 3'.
- INSTALL LINES ON 9' CENTERS, LEVEL, AND ON CONTOUR.
- 1500 GAL SEPTIC TANK
- DROP BOXES FOR SERIAL DISTRIBUTION.
- TYPE IIIg SYSTEM FOR REPAIR AREA.
- AG-REPAIR FORMS REQUIRED

SETBACKS

- 5' FROM HOUSE FOUNDATION
- 10' FROM PROPERTY LINES
- 100' FROM ALL SEPTIC SYSTEMS (50' MINIMUM), FOR WELL TO BE INSTALLED.

OWNER/AGENT SIGNATURE

DATE 06-21-04

APPROVAL DATE 6-16-04

RSI 6/16/04

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

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

Sheet: 1 of 2
Property ID: 139-221-15
Lot #: 3
File #: 5618B
Code: 1

ACS

# SOIL/SITE EVALUATION for ON-SITE WASTEWATER SYSTEM

Owner: Ira M. Flowe
Applicant: Nadia Boldt
Address: 8810 Ira Flowe Road, Charlotte, N. C. 28227
Date Evaluated: 06/09/2004
Proposed Facility: Residence
Design Flow (.1949): 480gpd
Property Size: 1.34a
Location of Site: Ferguson Road
Property Recorded:
Water Supply: [ ] Public [ x ] Individual [ x ] Well [ ] Spring [ ] Other
Evaluation Method: [ x ] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [ x ] Sewage [ ] Industrial Process [ ] Mixed

| PROFILE # | .1940 Landscape Position/ Slope% | Horizon Depth (IN.) | SOIL MORPHOLOGY .1941 .1941 Structure/ Texture | .1941 Consistence Mineralogy | OTHER PROFILE FACTORS .1942 Soil Wetness/ Color | .1943 Soil Depth (IN.) | .1956 Sapro Class | .1944 Restr Horiz | Profile Class & LTAR |
|---|---|---|---|---|---|---|---|---|---|
| 1 | LS, 10 | 0-9 | GR/SICL | FR/SEXP/SS/SP | >48" TO SOIL WETNESS | 48 | N/A | NONE | PS, IV |
| | | 9-48 | SBK/SIC | FI/SEXP/S/P | | | | | .25GPD/FT$^2$ |
| 2 | " | 0-9 | GR/SICL | FR/SEXP/SS/SP | " | " | " | " | " |
| | | 9-48 | SBK/SIC | FI/SEXP/S/P | | | | | |
| 3 | " | 0-8 | GR/SICL | FR/SEXP/SS/SP | " | " | " | " | " |
| | | 8-48 | SBK/C | FI/SEXP/S/P | | | | | |
| 4 | " | 0-16 | GR/SICL | FR/SEXP/SS/SP | " | " | " | " | " |
| | | 16-48 | SBK/SIC | FI/SEXP/S/P | | | | | |

| Description | Initial System | Repair System |
|---|---|---|
| Available Space (.1945) | PS | |
| System Type(s) | | |
| Site LTAR | .25GPD/FT$^2$ | |

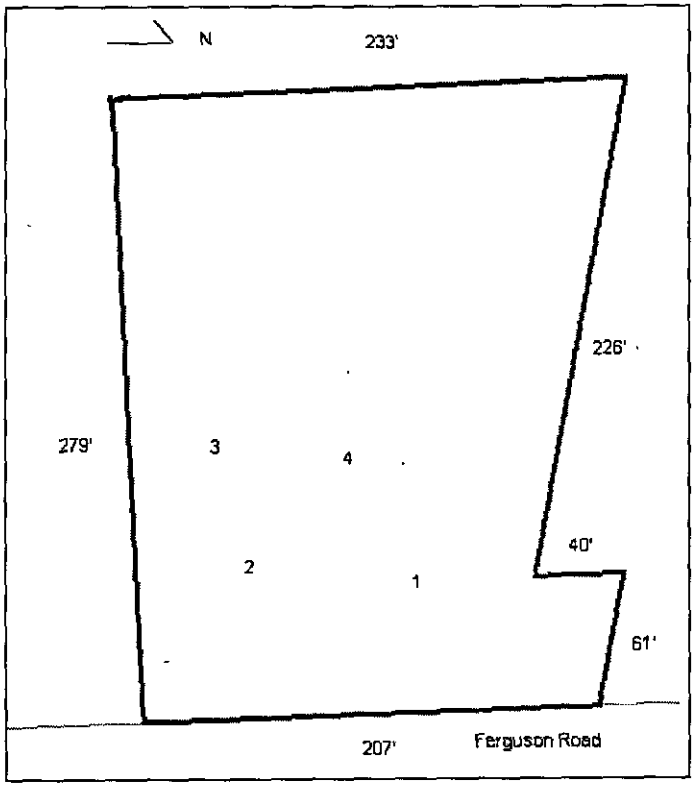
Other Factors (.1946):
Site Classification (.1948): PROVISIONALLY SUITABLE
Evaluated By: W. R. Martin, LSS, 6/10/2004, W. R. Martin
Others Present: D. Canaan

**COMMENTS:**
Not sure if 100% repair is required

| 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 | | CL-Clay Loam | | |
| FP-Flood Plain | | 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**



FEE: 200.00
DATE: 6/2/04
Check #305 TBA

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

1 CRT

TYPE APPLICATION: X 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

Drew

FILE #: 5b:19b

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 13922115

STREET ADDRESS: lot 3 Ferguson Rd.

SUBDIVISION OR MOBILE HOME PARK NAME: none

LOT NUMBER: 3

TYPE OF BUILDING (CHECK ONE):

- X 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
- X 7 MINT HILL

HEATED SQUARE FOOTAGE: 3200

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 5

CLOSING DATE June 23, 2004

FOUNDATION FOR RESIDENCE:

- ___ WITHOUT BASEMENT ON SLAB
- X CRAWL SPACE
- ___ WITH BASEMENT /PLUMBING
- ___ WITH BASEMENT /NO PLUMBING

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

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

WATER SUPPLY (CHECK ONE):

- ___ COMMUNITY (C)
- ___ MUNICIPAL (M)
- X 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 X NO | WELL, SPRINGS OR WATERLINES | ___ YES X NO |
| EXISTING WASTEWATER SYSTEMS | ___ YES X NO | DESIGNATED WETLANDS | ___ YES X NO |
| EASTMENTS OR RIGHT-OF-WAYS | ___ YES X NO | | |

Buyers

PROPERTY OWNER:

NAME: Flowe (LAST) Ira (FIRST) M (MI)

ADDRESS: 8810 Ira Flowe Rd

CITY: Charlotte STATE: NC ZIP: 28227

DAYTIME PHONE: ( ) —

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: ~~Thomas RC~~ (LAST) (FIRST) (MI) Nadia Boldt

DAYTIME PHONE: ~~704 405 - 0206~~

704- 560 -6460

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: Boldt, buyers' agent DATE: 06-02-04

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

parcel # 13922115

# PROPOSED PLOT PLAN

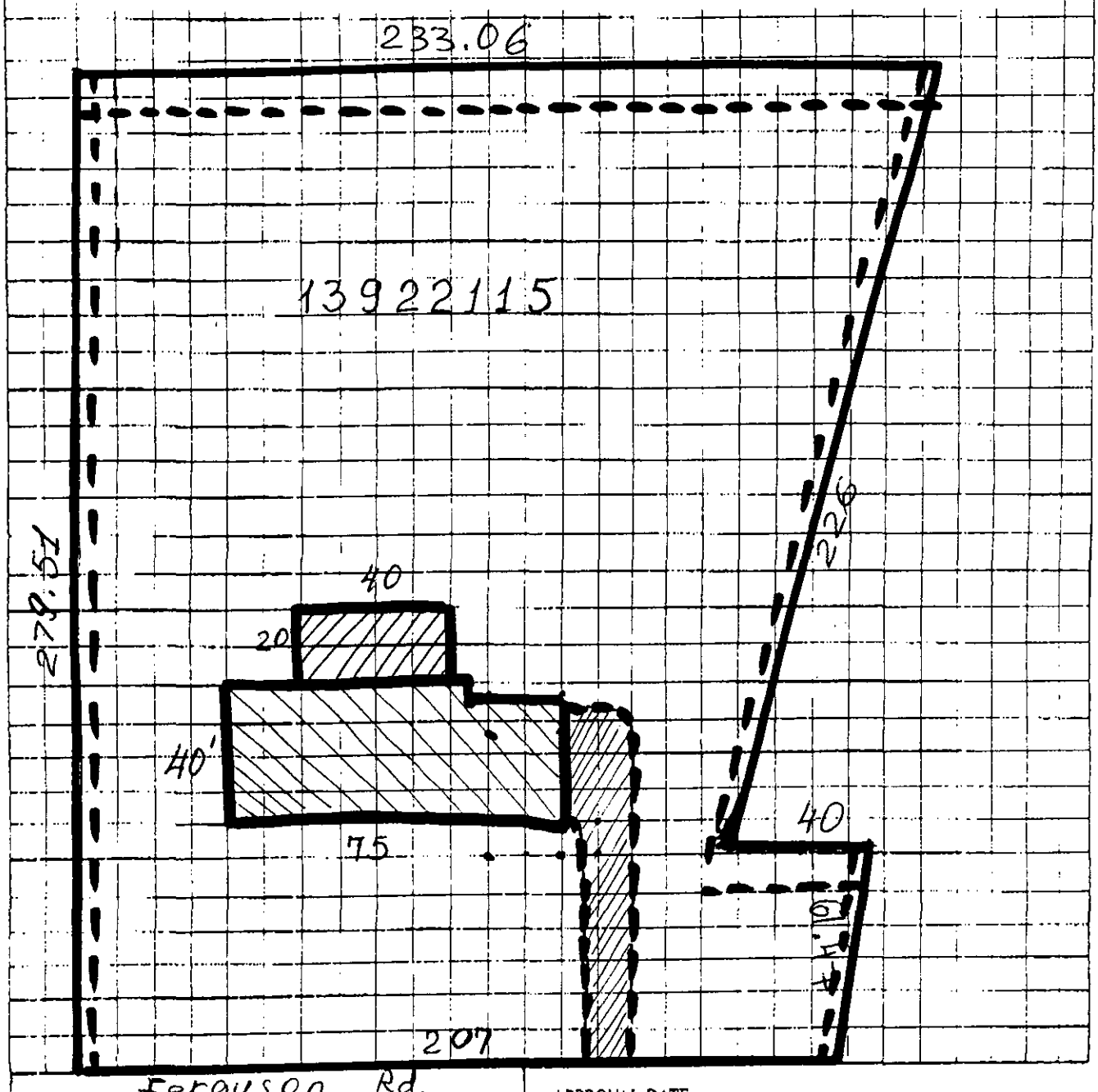
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON STREET
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 5618B

TC: 139-221-15

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.

10'




APPROVAL DATE _____

OWNER/AGENT SIGNATURE Bolde

DATE 06-02-04

# VACANT LOT OFFER TO PURCHASE AND CONTRACT

**NOTE:** This contract is intended for use only for lots which have been developed pursuant to a Subdivision Ordinance adopted by a City or County and for which a plat has been recorded in the Office of the Register of Deeds in the county in which the property is located. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract (Form 2) with the New Construction Addendum (Form 2A3).

Smolyuk Valeriy and Smolyuk Lyudmila, HW, as Buyer, hereby offers to purchase and Ira McDonald Flowe and Glenda Flowe, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below (hereafter referred to as the "Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of Charlotte, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address Lot 3 Ferguson Rd. Uninc., 1.34 acre Zip 28227 Subdivision Name none N 901 ~~Plat Reference: Lot~~ Parcel 13922115, Block or Section Legal Lot 3 M36-980 as shown on Plat Book or Slide _____ at Page(s) _____ (Property acquired by Seller in Deed Book _____ at Page _____).
**NOTE:** Prior to signing this Vacant Lot 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/or the subdivision, if applicable.

2. **PURCHASE PRICE:** The purchase price is $ 42,000 and shall be paid as follows:

(a) $ 500, EARNEST MONEY DEPOSIT with this offer by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other: none to be deposited and held in escrow by Fran Harris RealEstate ("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 returned to Buyer. In the event of breach of this contract by Seller, upon Buyer's request, all earnest 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 earnest monies shall be forfeited upon Seller's request, but receipt 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 a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) $ none, ADDITIONAL EARNEST MONEY DEPOSIT to be paid to Escrow Agent no later than _____, TIME BEING OF THE ESSENCE WITH REGARD TO SAID DATE.

(c) $ none, BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum.

(d) $ none, BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.

(e) $ 41,500, 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.) VS LS

(a) Buyer must be able to obtain a ☒ Conventional ☒ Other: ~~none~~ balloon loan at a ☐ Fixed Rate ☒ Adjustable Rate in the principal amount of 80% for a term of 15 year(s), at an initial interest rate not to exceed 6 % per annum, with mortgage loan discount points not to exceed 0 % of the loan amount. Buyer shall apply for said loan within 5 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 5 day before closing and to satisfy all terms and conditions of the loan commitment letter by Closing. After the above letter date, Seller may request in writing

VS LS 05-02-04



This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
REALTOR®
EQUAL HOUSING OPPORTUNITY
STANDARD FORM 12 - T
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Buyer Initials V.S. L.S Seller Initials _____

RE/MAX Executive Realty 6842 MORRISON BLVD STE 100, CHARLOTTE NC 28211
Phone: 7045407500 Fax: 7045437077 REMAX Executive Realty

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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.

(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the Property for single family residential, ability to build 4 bedrooms dwelling 3800 SF+ purposes ("Intended Use").

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

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

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

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

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

**6. CLOSING EXPENSES:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer. Buyer shall pay for 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. If Seller is to pay any of Buyer's expenses associated with the purchase of the Property, the amount thereof shall be $ none, excluding any portion disapproved by Buyer's lender.

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

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

**9. CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before 15 days after removal of contingencies at a place designated by Buyer. The deed is to be made to Mr. and Mrs. Smolyuk.

**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.

05-8-04



STANDARD FORM 12 - T
© 7/2003

Buyer Initials LS LS Seller Initials

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11. **SEWER SYSTEM** (check only **ONE**):

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

n/a
☐ Seller represents that the system has been installed, which representation survives Closing, but makes no further representations as to the system. Buyer acknowledges receipt of the Improvement Permit attached hereto as Exhibit A. Buyer shall have the option of inspecting or obtaining, at Buyer's expense, inspection(s) to determine the condition of the system. If the system is not performing the function for which intended and is in need of immediate repair, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by _____ that this condition cannot be satisfied, **time being of the essence.**

☒ This contract is contingent upon Buyer obtaining an Improvement Permit or written evaluation from the County Health Department ("County") for a (check only **ONE**) ☒ conventional or ☐ other ~~_____~~ ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit or written evaluation shall be borne by Buyer, except Seller, by no later than 20 days after acceptance, shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections. Buyer shall use Buyer's best efforts to obtain such Permit or written evaluation. If the ground absorption sewage system is not allowed, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by 60th day after acceptance that this condition cannot be satisfied, **time being of the essence.**

n/a
☐ Buyer has investigated and approved the availability, costs and expenses to connect to a ☐ public or ☐ community sewer system.

12. **SOIL, WATER, UTILITIES AND ENVIRONMENTAL CONTINGENCY:** This contract is contingent upon Buyer obtaining report(s) that (i) the soil is suitable for Buyer's Intended Use, (ii) utilities and water are available to the Property, (iii) there is no environmental contamination, law, rule or regulation that prohibits, restricts or limits Buyer's Intended Use, and (iv) there is no flood hazard that prohibits, restricts or limits Buyer's Intended Use (collectively the "Reports"). All costs and expenses of obtaining the Reports shall be borne by Buyer. Buyer shall use Buyer's best efforts to obtain such Reports. If the Reports cannot be obtained, Buyer may terminate this contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer waives this condition unless Buyer provides written notice to Seller by 60th day after acceptance that this condition cannot be satisfied, **time being of the essence.**

13. **RIGHT OF ENTRY, RESTORATION AND INDEMNITY:** Buyer and Buyer's agents and contractors shall have the right to enter upon the Property for the purpose of appraising the Property, and performing the tests and inspections permitted in Sections 11, 12 and 13 of this contract. If Buyer terminates this contract as provided herein, Buyer shall, at Buyer's expense, restore the Property to substantially its pre-entry condition within thirty days of contract termination. Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property. This indemnity shall survive this contract and any termination hereof. Notwithstanding the foregoing, Seller shall be responsible for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions.

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

- this contract is contingent upon Buyers' obtaining a survey, that lot is suitable for 4 Bedroom residential dwelling, min. 3000 SF

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

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

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

18. **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.

19. **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.

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

**Buyer acknowledges having made an on-site personal examination of the Property prior to the making of this offer.**

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Date: 05.02.04 Date: 5-3-04

Buyer _____ (SEAL) Seller _____ (SEAL)

Date: 05 02 04 Date: 5-3-04

Buyer Smdyer (SEAL) Seller _____ (SEAL)

---

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

Date 5-2-04 Firm: From Harris, Rue/Hays

By: _____
(Signature)

Selling Agent/Firm/Phone RE/MAX Executive, Mocksville - 704-360-6400
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

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





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Executive Realty

# ADDITIONAL PROVISIONS ADDENDUM

**NOTE:** All of the following provisions, which are marked with "X", shall apply to the attached Offer to Purchase and Contract. Those provisions marked "N/A" shall not apply.

1. W **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to RE/MAX Executive Realty on or before 6 ☐AM ☒PM. on May 3, 2004. or until withdrawn by the Buyer, whichever occurs first.

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

3. W **SEWER SYSTEM:** This Contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department ("County") for a (check only **ONE**) ☒ conventional or ☐ other _____ ground absorption sewage system for a 4 bedroom home. All costs and expenses of obtaining such Permit shall be borne by Buyer, except Seller shall be responsible for clearing that portion of the Property required by the County to perform its tests and/or inspections no later than 20 days after acceptance Buyer shall use Buyer's best efforts to obtain such Permit. If the ground absorption sewage system is not permitted, Buyer may terminate this Contract and the Earnest Money Deposit shall be refunded to Buyer. Buyer shall have until 60th day after acceptance **time being of the essence**, to provide written notice to Seller that this condition cannot be satisfied, otherwise the condition is deemed satisfied.

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

5. W **APPRAISAL WITH FINANCING CONTINGENCY:** The Property must appraise at a value equal to or exceeding the purchase price or, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. The cost of the appraisal shall be borne by Buyer.

6. N/A **APPRAISAL WITHOUT FINANCING CONTINGENCY:** This Contract is not subject to a financing contingency requiring an appraisal. Buyer shall arrange to have the appraisal completed no later than midnight of _____. 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. The cost of the appraisal shall be borne by Buyer.

7. N/A **CLOSING OF EXISTING CONTRACT CONTINGENCY:** This contract is contingent upon closing of an existing contract on the Buyer's real property located at _____ on or before _____. If this contingency is not removed on or before midnight of _____, Seller may terminate this contract and all earnest monies shall be returned to Buyer.

Buyer Initials V.S L.S Seller Initials Init

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

9. n/a **COST OF REPAIR CONTINGENCY:** If a reasonable estimate of the total cost of repairs required by Paragraph 12 (b) and Paragraph 12 (c) of the Offer to Purchase and Contract equals or exceeds $_____, then Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

10 n/a **12-MONTH HOME WARRANTY PLAN**: Seller agrees to purchase a one-year _____ home warranty plan, the cost of which will be paid at closing as a Seller's expense on HUD-1. Cost not to exceed $_____.

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE OFFER TO PURCHSE AND CONTRACT, THIS ADDENDUM SHALL CONTROL.

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Buyer _____ Date 05.02.04

Buyer Sndyur Date 05 02 04

Seller: Jan McDonald Flowe Date 05-3-04

Seller Glenda Flowe Date 5-3-04

# EXCLUSIVE RIGHT TO REPRESENT BUYER

**Buyer Agency Agreement**

[Consult "Guidelines" (Form 201G) for guidance in completing this form]

STATE OF NORTH CAROLINA, County of Mecklenburg, Date 05-01-04,
Valeriy Smolyuk and Lyudmyla Smolyuk ("Buyer"),
hereby employs RE/MAX Executive Realty [Firm Name] as the Buyer's exclusive agent ("Agent") to assist the Buyer in the acquisition of real property which may include any purchase, option and/or exchange on terms and conditions acceptable to Buyer.

**Buyer represents that, as of the commencement date of this Agreement, the Buyer is not a party to a buyer representation agreement with any other Agent. Buyer has received a copy of the "Working with Real Estate Agents" brochure and has reviewed it with Agent. Buyer further represents that Buyer has disclosed to Agent information about any properties of the type described in paragraph 1 below that Buyer has visited at any open houses or that Buyer has been shown by any other real estate agent.**

1. **TYPE OF PROPERTY:** ☒ Residential (improved and unimproved) ☐ Commercial (improved and unimproved)
☒ Other land
(a) General Location: Mecklenburg, Union Co
(b) Other: Greater Charlotte area

2. **DURATION OF AGENCY:** Agent's authority as Buyer's exclusive Agent shall begin 05-01-04, and, subject to paragraph 4, shall expire at midnight, 11-01-01, or when Buyer acquires real property of the type described in paragraph 1, whichever occurs sooner.

3. **EFFECT OF AGREEMENT:** Buyer intends to acquire real property of the type described in paragraph 1. *By employing Agent as Buyer's exclusive Agent, Buyer agrees to conduct all negotiations for such property through Agent, and to refer to Agent all inquiries received in any form from other agents, salespersons, prospective sellers or any other source, during the time this Agreement is in effect.*

**[Instructions: Initial only ONE]**

_____ In the event Buyer wishes to consider a property listed with the Agent's firm, Buyer authorizes Agent to act as a dual agent, representing both Buyer and Seller, subject to the terms and conditions of the attached Dual Agency Addendum.

VV Buyer does NOT authorize Agent to act in the capacity of dual agent.

4. **COMPENSATION OF AGENT:**

(a) Agent acknowledges receipt of a non-refundable retainer fee in the amount of $ none, which shall ☐ shall not ☐ be credited toward any compensation due Agent under this Agreement.

(b) Except as otherwise provided below, Agent shall seek compensation from a cooperating listing firm (through the listing firm's offer of compensation in MLS or otherwise) or from the seller if there is no listing firm, and Buyer agrees that Agent shall be entitled to receive same in consideration for Agent's services hereunder. If Buyer purchases property where no compensation is offered by either the listing firm or the seller, then Buyer agrees to pay Agent a fee of amount will be determined if situation occures

*(insert dollar amount, percentage of purchase price, or other method of determining Agent's compensation for each type of property the Buyer may purchase).* If the compensation offered by the listing firm or seller is less than the compensation inserted above, Buyer agrees to pay Agent the difference. **If additional compensation and/or a selling incentive (bonus, trip, money, etc.) is offered through the MLS or otherwise, Buyer will permit the Agent to receive it in addition to the compensation set forth above.**



North Carolina Association of REALTORS®, Inc.
REALTOR®
EQUAL HOUSING OPPORTUNITY

Buyer Initials V.S. L.S. Agent Initials NB

RE/MAX Executive Realty 6842 MORRISON BLVD STE 100, CHARLOTTE NC 28211
Phone: 7045407500 Fax: 7045437077 REMAX Executive Realty

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4. **COMPENSATION OF AGENT (continued):**

(c) The compensation shall be deemed earned under any of the following circumstances:

i. If, during the term of this Agreement, Buyer, any assignee of Buyer or any person/legal entity acting on behalf of Buyer directly or indirectly enters into an agreement to purchase, option, and/or exchange any property of the type described above regardless of the manner in which Buyer was introduced to the property; or

ii. If, within 30 days after expiration of this Agreement, Buyer enters into a contract to acquire property introduced to Buyer during the term of this Agreement by Agent or any third party, unless Buyer has entered into a valid buyer agency agreement with another real estate agent; or

iii. If, having entered into an enforceable contract to acquire property during the term of this Agreement, Buyer defaults under the terms of that contract.

(d) The compensation will be due and payable at closing or upon Buyer's default of any purchase agreement. If Buyer defaults, the total compensation that would have been due the Agent will be due and payable immediately in cash from the Buyer. No assignment of rights in real property obtained for Buyer or any assignee of Buyer or any person/legal entity acting on behalf of Buyer pursuant to this Agreement shall operate to defeat any of Agent's rights under this Agreement.

Notice: Buyer understands and acknowledges that there is the potential for a conflict of interest generated by a percentage of price based fee for representing Buyer. The amount, format or rate of real estate commission is not fixed by law, but is set by each broker individually and may be negotiable between Buyer and Agent.

5. **DISCLOSURE OF BUYER'S IDENTITY:** Unless otherwise stated in Paragraph 11 below, Agent has Buyer's permission to disclose Buyer's identity.

6. **OTHER POTENTIAL BUYERS:** Buyer understands that other prospective purchasers represented by Agent may seek property, submit offers, and contract to purchase property through Agent, including the same or similar property as Buyer seeks to purchase. Buyer acknowledges, understands and consents to such representation of other prospective purchasers by Agent through its sales associates.

7. **AGENT'S DUTIES:** During the term of this Agreement, Agent shall promote the interests of Buyer by: (a) performing the terms of this Agreement; (b) seeking property at a price and terms acceptable to Buyer; (c) presenting in a timely manner all written offers or counteroffers to and from Buyer; (d) disclosing to Buyer all material facts related to the property or concerning the transaction of which Agent has actual knowledge; and (e) accounting for in a timely manner all money and property received in which Buyer has or may have an interest. Unless otherwise provided by law or Buyer consents in writing to the release of the information, Agent shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by Buyer, if that information is received from Buyer during the brokerage relationship. In satisfying these duties, Agent shall exercise ordinary care, comply with all applicable laws and regulations, and treat all prospective sellers honestly and not knowingly give them false information. In addition, Agent may show the same property to other buyers, represent other buyers, represent sellers relative to other properties, or provide assistance to a seller or prospective seller by performing ministerial acts that are not inconsistent with Agent's duties under this Agreement.

Upon closing of any sale of property not entered in a listing service of which Agent is a member, Buyer authorizes Agent to submit pertinent information concerning the property, including sales price, to such listing service.

8. **BUYER'S DUTIES:** Buyer shall: (a) work exclusively with Agent during the term of this Agreement; (b) pay Agent, directly or indirectly, the compensation set forth above; (c) comply with the reasonable requests of Agent to supply any pertinent financial or personal data needed to fulfill the terms of this Agreement; (d) be available for reasonable periods of time to examine properties; and (e) pay for all products and/or services required in the examination and evaluation of properties (examples: surveys, water/soil tests, title reports, property inspections, etc.).

9. **NON-DISCRIMINATION:** ***The Agent shall conduct all brokerage activities in regard to this Agreement without respect to the race, color, religion, sex, national origin, handicap or familial status of any buyer, prospective buyer, seller or prospective seller.***

10. **OTHER PROFESSIONAL ADVICE:** In addition to the services rendered to Buyer by the Agent under the terms of this Agreement, Buyer is advised to seek other professional advice in matters of law, taxation, financing, surveying, wood-destroying insect infestation, structural soundness, engineering, and other matters pertaining to any proposed transaction. Although Agent may provide Buyer the names of providers who claim to perform such services, Buyer understands that Agent cannot guarantee the quality of service or level of expertise of any such provider. Buyer agrees to pay the full amount due for all services directly to the service provider whether or not the transaction closes. Buyer also agrees to indemnify and hold Agent harmless from and against any and all liability, claim, loss, damage, suit, or expense that Agent may incur either as a result of Buyer's selection and use of any such provider or Buyer's election not to have one or more of such services performed.



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☐ Buyer acknowledges receipt of a copy of the brochure *Questions and Answers on: Home Inspections*

11. **ADDITIONAL PROVISIONS:** none

12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties relating to the subject thereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No modification of any of the terms of this Agreement shall be valid, binding upon the parties, or entitled to enforcement unless such modification has first been reduced to writing and signed by the parties.

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

**(NOTE: Buyer should consult with Agent before visiting any resale or new homes or contacting any other real estate agent representing sellers, to avoid the possibility of confusion over the brokerage relationship and misunderstandings about liability for compensation.)**

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

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

Buyer _____ SS/TAX ID# 602-86-3674

Buyer Smolyar SS/TAX ID# 604-86-0229

Mailing Address 3124 Mickaela Dr., Lincoln, NE 68521

Phone: Home [illegible] Work _____ Fax _____

E-mail _____

Agent (Firm) RE/MAX Executive Realty Phone 704-560-6460

By JBoldt

Office Address: 6842 Morrison Blvd, Charlotte, NC 28211

Phone 704-540-7500 Fax 704-362-5524

E-mail nadiaboldt@carolina.rr.com





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# WORKING WITH REAL ESTATE AGENTS

***This is not a contract***

By signing, I acknowledge that the agent named below furnished a copy of this brochure and reviewed it with me.

Smolyux Valleriy
*Buyer or Seller Name (Print or Type)*

*Buyer or Seller Signature*

Smolyux Lyudmila
*Buyer or Seller Name (Print or Type)*

Smolyux
*Buyer or Seller Signature*

05-01-04
*Date*

RE/MAX Executive Realty
*Firm Name*

Boldt
*Agent Name*

***Disclosure of Seller Subagency***

☐ *When showing you property and assisting you in the purchase of a property, the above agent and firm will represent the SELLER. For more information, see "Seller's Agent Working with a Buyer" in the brochure.*

*Buyer's Initials Acknowledging Disclosure:* _____

*Agents must retain this acknowledgment for their files.*