

W.T. HARRIS BLVD.
049-271-22

6/5/2007

duponbj

Groundwater and Wastewater Services File Imaging Project
May 2007

Barcode Font = IDAutomationHC39M

APPLICATION FOR SOIL INVESTIGATION

45.00

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
1200 BLYTHE BOULEVARD
CHARLOTTE, NC 28203
PHONE (704) 376-4603

(OFFICE USE ONLY)

FILE: 5772A

TC: _____

☐ PC ☐ REPT

JOB LOCATION

① ADDRESS: W.T. HARRIS BLVD.

② SUBDIVISION: _____ ③ LOT: _____ ④ BLOCK: _____

⑤ PARCEL REFERENCE: BOOK NO.: P.O. 049 PAGE NO.: 27 / PARCEL NO.: 22

⑥ DEED REFERENCE: BOOK NO.: 5926 PAGE NO.: 353

OWNER

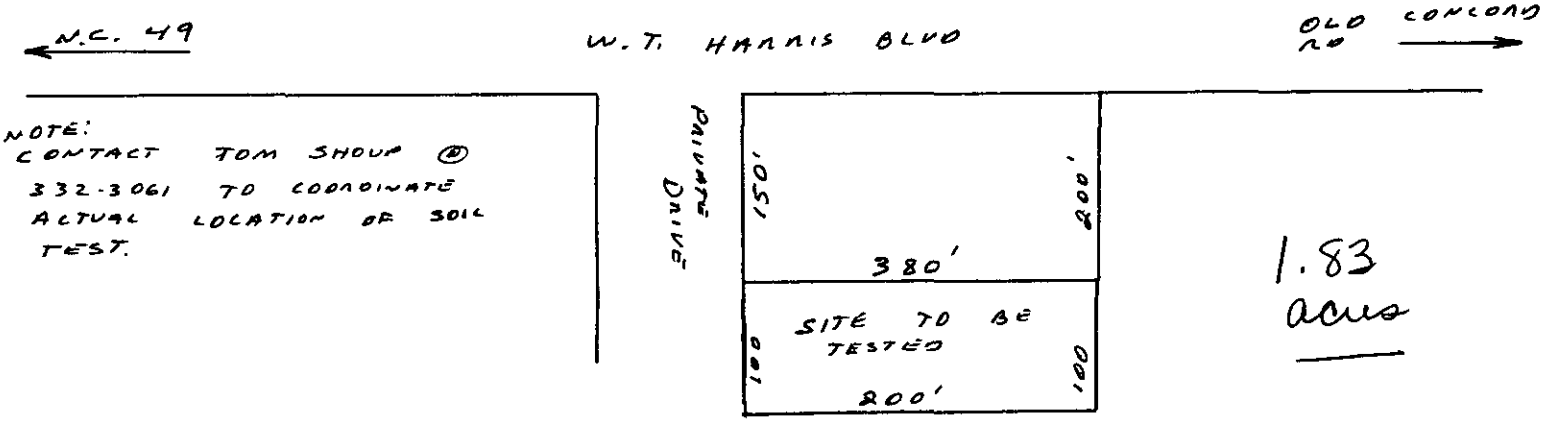
⑦ NAME: PACES RIDGE JOINT VENTURE
(FIRST) (MIDDLE) (LAST)

⑧ MAILING ADDRESS: 2700 One First Union Center, Charlotte, NC 28202-6022

⑨ CITY: Charlotte ⑩ STATE: NC ⑪ ZIP: 28202-6022

⑫ PHONE: (WORK) _____ (HOME) _____

⑬ Accurately diagram and dimension lot.



⑭ The undersigned, 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: Paces Ridge Joint Venture By: Thomas S Shoup

Date: 5-26-89

Mecklenburg County services are available without regard to ethnic origin, sex, or disability.

WHITE - HEALTH DEPARTMENT'S COPY • CANARY - ENVIRONMENTALIST'S COPY • PINK - OWNER'S COPY

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION

CHARGE SLIP

Date 5/26/89

Name/Company Darnell Cox

Sanitation _____

Vector Control _____

O.P.W.D. ✓

Service: Soil test
1.83 acres
~~S772A~~

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
PAID

MAY 26 1989

CR#004298
11-45.00

Fee: $ 45.00

Completed by

Collected by

STATE OF NORTH CAROLINA Real Estate Excise Tax
DEC 19 '88 P.B. 107G5 990.00
213697

STATE OF NORTH CAROLINA Real Estate Excise Tax
DEC 19 '88 P.B. 107G5 189.00
213698

DEED BOOK PAGE
5926 0353
PRESENTED FOR REGISTRATION
88 DEC 19 PM 3:59
271

Excise Tax | Recording Time, Book and Page

Tax Lot No. ..... Parcel Identifier No. 049-271-22

Verified by ..... County on the ..... day of ....., 19

by .....

Mail after recording to KENNEDY COVINGTON LOBDELL & HICKMAN (EAP)
3300 NCNB PLAZA, CHARLOTTE, NC 28280

This instrument was prepared by E. ALLEN PRICHARD, ESQ.

Brief description for the Index: 15.6 Acres/W.T. Harris Boulevard
Crab Orchard Township

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 19th day of December, 1988, by and between

GRANTOR	GRANTEE
J.E. KIRK and wife, EDITH B. KIRK, HARRY S. KIRK and wife, MARGARET G. KIRK, J. W. KIRK and wife, NANCY B. KIRK, and SARA KIRK KILLIAN and husband, JOHN W. KILLIAN	PACES RIDGE JOINT VENTURE c/o Trammell Crow Company/Residential 2700 One First Union Center Charlotte, North Carolina 28202-6022

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of ....., Crab Orchard Township, Mecklenburg County, North Carolina and more particularly described as follows:

See Exhibit A attached and incorporated herein by reference.

STAMPS 126.00
F+F 10.00
<> 1406.00
CASH 1206.00

2:06 #0269 00F
12/19/88

EXHIBIT A
LEGAL DESCRIPTION

Being all of that tract of land located in Crab Orchard Township, Mecklenburg County, North Carolina, more particularly described as follows:

BEGINNING at an existing iron pin located in the southerly right of way margin of W. T. Harris Boulevard and located South 43-35-46 East 1,412.75 feet from NCGS "Hardee" and South 26-41-17 East 11,343.24 feet from NCGS "Medical". Thence, from said point of beginning continuing in the southerly right of way margin of W. T. Harris Boulevard the following five (5) courses and distances: (1) South 47-46-07 East 62.67 feet to a concrete monument; (2) South 59-14-39 East 204.15 feet to a concrete monument; (3) with the arc of a circular curve to the left having a radius of 1,528.24 feet an arc distance of 342.42 feet which arc is subtended by a chord bearing South 58-02-50 East 342.36 feet to a point; (4) South 59-39-19 East 49.32 feet to a concrete monument; and (5) South 59-39-19 East 60.24 feet to a concrete monument; thence, leaving the southerly right of way margin of W. T. Harris Boulevard with a new line the following eleven (11) courses and distances: (1) South 27-00-37 West 130.12 feet to a set iron pin; (2) South 24-39-15 East 25.22 feet to a set iron pin; (3) South 33-16-43 West 54.82 feet to a set iron pin; (4) North 52-19-30 West 47.27 feet to a set iron pin; (5) South 81-00-27 West 61.81 feet to a set iron pin; (6) South 70-24-35 West 130.80 feet to a set iron pin; (7) South 27-53-12 West 121.94 feet to a set iron pin; (8) South 52-14-09 West 230.32 feet to a set concrete monument; (9) South 33-16-17 West 499.59 feet to a set concrete monument; (10) North 71-30-19 West 209.78 feet to a set iron pin; and (11) South 08-22-40 East 119.66 feet to a set iron pin in the northerly margin of the property of Joseph W. Grier, Jr. (now or formerly) as evidenced by a deed recorded in Book 4604 at Page 100 of the Mecklenburg County Public Registry; thence continuing along the northerly margin of the Joseph W. Grier, Jr. property (now or formerly; North 71-17-14 West 22.46 feet to an existing iron pin located in the northwesterly corner of said Grier property, the northerly corner of the property of Francis A. Lopata (now or formerly; as evidenced by a deed recorded in Book 4906 at Page 91 of the Mecklenburg County Public Registry, and in the southeasterly corner of the property of James H. Hudson (now or formerly) as evidenced by a deed recorded in Book 4906 at Page 093 of the Mecklenburg County Public Registry; thence continuing along the [illegible] property line of James H. Hudson (now or formerly) the following two courses and distances: (1) North 08-22-40 West [illegible] feet to a set iron pin; and (2) North 08-22-40 West 32.21 feet to an existing iron pin located in the northeasterly corner of the James H. Hudson property and in the southeasterly corner of the property of Steven B. Whitlow (now or formerly) as evidenced by a deed recorded in Book 3575 at Page 41 of the Mecklenburg County Public Registry; thence, continuing along the easterly property line of Steven B. Whitlow (now or formerly) North

17-44-08 West 338.89 feet to an existing iron pin located in the easterly corner of said Whitlow property which is also a common corner of the property of Harold Covington Austin (now or formerly) as evidenced by a deed recorded in Book 4147 at Page 663 of the Mecklenburg County Public Registry. Thence, continuing along the easterly property line of Harold Covington Austin (now or formerly) North 09-26-07 West 191.07 feet to a tack in a stump located in the southeasterly corner of the property of University City Properties, Inc. (now or formerly) as evidenced by a deed recorded in Book 3480 at Page 475 of the Mecklenburg County Public Registry; thence, continuing along the easterly property line of University City Properties, Inc. (now or formerly) North 40-17-44 East 807.68 feet to the point or place of BEGINNING, containing approximately 15.6 acres as shown on a map entitled "Survey of Portion of Kirk Family Property" prepared by Concord Engineering & Surveying, Inc., dated November 14, 1988, revised December 13, 1988, reference to which is hereby made (hereinafter referred to as the Property); PROVIDED, HOWEVER, THERE IS EXPRESSLY RESERVED AND EXCEPTED from the conveyance of the Property set forth above, non-exclusive easements (collectively, the "Reserved Easements") for the benefit of (x) the property of John E. Kirk, et al. described in Deed Book 2817 at page 116, Book 2224 at page 483 and Book 2227 at page 275 of said Registry, less the Property described above, the "Kirk Property") and (y) in the event of the occurrence of certain contingencies contained in that certain agreement between J. E. Kirk, et al. and Paces Development Corp. dated October 27, 1987 (confirmation of said contingencies to be evidenced by the recording of a written certificate thereof by Paces Development Corp. and the owners of the Kirk Property, their respective heirs, successors or assigns), the property of John C. McDonald, Jr. (now or formerly) described in Deed Book 1515 at page 175 of said Registry (the "McDonald Property"), for the purposes of (i) access to and from a public right-of-way, (ii) utilities connections (including those for drainage, water, sewer, gas, telephone, cable television and electricity) and (iii) connections to, from and over pedestrian walkways, sidewalks and trails which may be constructed or otherwise installed upon the Property from time to time, provided that:

(a) the easements for access to public rights-of-way ("common use roads" as hereinafter defined) shall be located within or at the immediate vicinity of the building setback lines from W. T. Harris Boulevard as are applicable to the Kirk Property under the currently applicable zoning ordinance subject to Grantor's approval in the reasonable exercise of its discretion;

(b) the cost of connections of facilities made pursuant to the Reserved Easements including, without limitation, all "tap" fees or charges, shall be paid solely by the party exercising said connection rights and said party shall indemnify and hold Grantee harmless from all claims, losses, damages, costs and expenses (including reasonable attorneys' fees) in connection with the exercise of its rights hereunder;

(c) the exercise of the rights reserved hereunder shall not result in any substantial or unreasonable deprivation of or interference with use of the Property and amenities located thereon;

(d) until the utilities and the paved portion of common use roads are dedicated to, accepted and maintained by governmental authorities, the cost of maintenance of same as are located on the Property and the Kirk Property, together with the costs of cleaning and repair (including repair of damage caused by construction vehicles) shall be shared ratably among the owners of the Property, the Kirk Property and, in the event of the confirmation specified above, the McDonald Property, provided that other than for damage caused by construction vehicles or damage, repairs replacement or maintenance necessitated by said respective owner, neither the owner of the Kirk Property nor the owner of the McDonald Property shall have any liability hereunder unless and until such respective property is developed. "Common Use Roads" are roads now or hereafter located upon the Property and the Kirk Property which afford access to a public right-of-way for the benefit of the Property, the Kirk Property and/or the McDonald Property, as the case may be. The common use roads include those areas designated as "Entry" and "Private Street" on the "Technical Data Sheet" constituting a part of the currently applicable zoning ordinance applicable to the Property and the Kirk Property.

TOGETHER with the following easements (collectively, the "Appurtenant Easements"):

1. an easement (the "Landscape Easement") for the purpose of landscaping along and to the south of the southerly margin of the right-of-way of W. T. Harris Boulevard, said Landcape Easement having a width equal to the building setback line imposed by the zoning ordinance currently applicable to the Kirk Property which begins at the northeasterlymost corner of the Property at its easterly boundary and continues to the south and parallel to the southerly margin of said right-of-way of W. T. Harris Boulevard for a distance of 1,430 feet, more or less, to the easterly boundary of the Kirk Property, said boundary also constituting the westerly boundary of the McDonald Property (the "Landscape Easement Area"); and pursuant to said Landscape Easement, the owner of the Property shall have the right to install and maintain landscaping within the Landscape Easement Area, provided that the cost and expenses of same shall be borne by the party incurring said costs; provided further that the Landscape Easement shall not prevent the owner of the Landscape Easement Area from constructing buildings or other improvements within the Landscape Easement Area as it may elect from time to time.

2. non-exclusive easements (the "Reciprocal Easements") over the Kirk Property for the same purposes and subject to the same terms and conditions (including those relating to the sharing of maintenance costs) as apply to the Property pursuant to Reserved Easements.

3. easements for sewer purposes as described in those certain easement agreements recorded in Book 5924 at page 632, Book 5924 at page 1011 and Book 5924 at page 1040, all of said Registry, from Harold Covington Austin and wife, Merideth H. Austin, Edith F. Winningham, Gary T. Long and Faye E. Sulton, in favor of J. E. Kirk, et al., which are dated December 1, 1988, November 12, 1988, and December 6, 1988, respectively, and are recorded December 14, 1988 in said Registry (the "Sewer Easements").

4. an easement (the "Slope and Grade Easement") of one hundred thirty feet (130') in width over the Kirk Property along and parallel to the common boundary of the Kirk Property with the Property beginning in the southerly margin of the right-of-way of W. T. Harris Boulevard at the easterlymost corner of the Property and running thence S 27-00-37 W 130.12 feet to a set iron pin; thence easterly and parallel to said southerly margin of W. T. Harris Boulevard 130 feet to a point; thence N 27-00-37 E 130 feet more or less to a point in said southerly margin of W. T. Harris Boulevard; thence in a westerly direction and along said southerly margin of W. T. Harris Boulevard 130 feet more or less to the point of beginning (the "Slope and Grade Easement Area"); the Slope and Grade Easement is for the purpose of grading and constructing slopes within the Slope and Grade Easement Area; and pursuant to the Slope and Grade Easement, the owner of the Property shall have the exclusive right to grade and slope within the Slope and Grade Easement Area, provided that the cost and expenses of same shall be borne by the owner of the Property; provided further, that the Slope and Grade Easement shall not prevent the owner of the Slope and Grade Easement Area from constructing buildings or other improvements within the Slope and Grade Easement Area as it may elect from time to time.

5. a non-exclusive easement (the "Construction Easement"), to expire no later than June 30, 1990, over the Kirk Property for the purposes of storage of equipment and materials, including dirt used in connection with the construction of improvements on the Property, provided that at the termination of the Construction Easement, Grantee shall restore the areas used for the Construction Easement to the original condition and during Grantee's use of same, Grantee shall not violate environmental laws, rules or regulations with respect thereto.

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of Wanda W. Thomas

a Notar(y) (ies) Public (is) (are) certified to be correct.

This 19th day of December 19 88.

Anne A. Powers, Register of Deeds

By: _____ Deputy

DEED BOOK PAGE
5926 0354

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 2817, page 116, Book 2224, page 483 and Book 2227, page 275, Mecklenburg County Public Registry

A map showing the above described property is recorded in Plat Book ..... page ..... .

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Enforceable general utility easements and rights-of-way and ad valorem taxes for the year 1989 and subsequent years.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

USE BLACK INK ONLY

J.E. KIRK (SEAL)

Edith B. Kirk (SEAL)
EDITH B. KIRK

Harry S. Kirk (SEAL)
HARRY S. KIRK

Margaret C. Kirk (SEAL)
MARGARET C. KIRK

J W Kirk (SEAL)
J. W. Kirk

Nancy B. Kirk (SEAL)
NANCY B. KIRK

Sara Kirk Killian (SEAL)
SARA KIRK KILLIAN

John W. Killian (SEAL)
JOHN W. KILLIAN

..... (Corporate Name)

By: .....

..... President

ATTEST:

.....

..... Secretary (Corporate Seal)

..... (Corporate Name)

By: .....

..... President

ATTEST:

.....

..... Secretary (Corporate Seal)

DEED BOOK PAGE

5926 0355

SEAL - STAMP

NORTH CAROLINA, MECKLENBURG County.

I, a Notary Public of the County and State aforesaid, certify that J.E. KIRK and wife, EDITH B. KIRK, Grantors

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of December, 1988

My commission expires: 8/30/92 Notary Public

Use Black Ink

SEAL - STAMP

NORTH CAROLINA, MECKLENBURG County.

I, a Notary Public of the County and State aforesaid, certify that HARRY S. KIRK and wife, MARGARET G. KIRK Grantors

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of December, 1988

My commission expires: 8/30/92 Notary Public

Use Black Ink

SEAL - STAMP

NORTH CAROLINA, MECKLENBURG County.

I, a Notary Public of the County and State aforesaid, certify that J. W. KIRK and wife, NANCY B. KIRK Grantors

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of December, 1988

My commission expires: 8/30/92 Notary Public

Use Black Ink

SEAL - STAMP

NORTH CAROLINA, MECKLENBURG County.

I, a Notary Public of the County and State aforesaid, certify that SARA KIRK KILLIAN and husband, JOHN W. KILLIAN, Grantors

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of December, 1988

My commission expires: 8/30/92 Notary Public

Use Black Ink

098819

20.00

SEAL - STAMP

NORTH CAROLINA, ... County.

I, a Notary Public of the County and State aforesaid, certify that .....

personally came before me this day and acknowledged that ... he is ..... Secretary of

..... a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ..... President, sealed with its corporate seal and attested by ..... as its ..... Secretary.

Witness my hand and official stamp or seal, this ..... day of ....., 19.....

My commission expires: ..... Notary Public

Use Black Ink

SEAL - STAMP

NORTH CAROLINA, ... County.

I, a Notary Public of the County and State aforesaid, certify that .....

personally came before me this day and acknowledged that .... he is ..... Secretary of

..... a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ..... President, sealed with its corporate seal and attested by ..... as its ..... Secretary.

Witness my hand and official stamp or seal, this ..... day of ....., 19.....

My commission expires: ..... Notary Public

Use Black Ink

The foregoing Certificate(s) of .....

.....

.....

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

..... REGISTER OF DEEDS FOR ..... COUNTY

By ..... Deputy/Assistant-Register of Deeds.

N.C. Bar Assoc. Form No. 3A © 1977