

3909 WEDDINGTON RD

23109303

12/31/2007

duponbj

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

FEE: $100.00 CHK# 213

DATE: 2/18/98 SC

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR IMPROVEMENT PERMIT FOR COMMERCIAL/INDUSTRIAL SITE

[redacted] | | CRT

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

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

COPY

FILE #: 2399B

PROJECT TRACKING #:

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: Parcel #231-093-03 001

STREET ADDRESS: 3909 Weddington Rd.

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

X ___ COMMERICAL ___ INDUSTRIAL

DESCRIBE TYPE OF BUSINESS: Masonic Lodge 400 Seats 300 Members 15 Active Members

Square Footage of Facility: Kitchen

NUMBER OF EMPLOYEES: ___ PER SHIFT: ___

HOW WILL WATER BE USED IN THE FACILITY:

- ✓ TOILETS/URINALS
- ✓ HANDSINK
- ___ SHOWERS
- ✓ FLOOR DRAINS

OTHER, PLEASE DESCRIBE:

An IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change.

TYPE OF WASTEWATER:

- ✓ SEWAGE
- ___ INDUSTRIAL PROCESS WASTE WATER

IF EXPANSION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED ADDITION: Hold up on this talked w/ Don Cummings 9-3-98 investigate WBM

WATER SUPPLY (CHECK ONE):

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

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

BURIED CABLES, LANDFILLS, STUMPHOLES	___ YES	✓ NO	WELL SPRINGS OR WATERLINES	___ YES	✓ NO
EXISTING WASTE WATER SYSTEMS	___ YES	✓ NO	DESIGNATED WETLANDS	___ YES	✓ NO
EASEMENTS OR RIGHT-OF-WAYS	___ YES	✓ NO			

BUILDING PLANS TO INCLUDE ALL PLUMBING, FLOOR DRAINS AND ALL SOURCES OF WASTEWATER DISCHARGE AND GRADING PLANS MAY BE REQUIRED DURING THE EVALUATION STAGE.

PROPERTY OWNER:

NAME: Kiser (LAST) David (FIRST) T. (MI)

ADDRESS: 1473 Wildwood Way

CITY: Hampton STATE: GA ZIP: 30228

DAYTIME PHONE: ( ) ---

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Temple Lodge #676 AF&AM of NC (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) --Don Cummings

2201 Crescent Ave
Apt 2
Phone: 375 4837

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? ___

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: Donald M Cummings DATE: 2/18/98

PROPOSED PLOT PLAN

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

FILE: 2399B

TC: 231-093-03

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.



OWNER/AGENT SIGNATURE Donald Cummings

DATE 2/18/98

APPROVAL DATE _____

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

Mr. Cummings will
Obtain water usage
records from
Cpt. 3 Silos for
EHS to review -

FEE: $100.00 CHK 213

DATE: 2/18/98

INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM
APPLICATION FOR IMPROVEMENT PERMIT FOR COMMERCIAL/INDUSTRIAL SITE

1 | 1 CRT

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

COPY

FILE #: 2398

PROJECT TRACKING #:

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: Parcel #231-093-03 001

STREET ADDRESS: 3909 Weddington Rd.

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

X ___ COMMERICAL ___ INDUSTRIAL

DESCRIBE TYPE OF BUSINESS: MASONIC Lodge 400 Seats 300 Members 15 Active Members

Square footage of facility: Kitchen

NUMBER OF EMPLOYEES: ___ PER SHIFT: ___

HOW WILL WATER BE USED IN THE FACILITY:

- ✓ TOILETS/URINALS
- ✓ HANDSINK
- ___ SHOWERS
- ✓ FLOOR DRAINS

OTHER, PLEASE DESCRIBE:

Don Cummings
375-4639

An IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change.

375-4837

TYPE OF WASTEWATER:

- ✓ SEWAGE
- ___ INDUSTRIAL PROCESS WASTE WATER

IF EXPANSION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED ADDITION:

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

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Phone: 375 4837

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PHONE (704) 336-5102

FILE: 2399B

TC: 231-093-03

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OWNER/AGENT SIGNATURE

DATE 2/18/98

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

ADDITIONAL PROVISIONS ADDENDUM (A)

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

1. N/A **EXPIRATION OF OFFER:** This offer shall expire unless acceptance is delivered to Buyer or to _____, on or before _____ ☐AM ☐PM, on _____, 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 Offer to Purchase and 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. X **SEPTIC TESTS:** This contract is contingent upon Buyer obtaining an Improvement Permit from the County Health Department, that the Property is "SUITABLE" for a conventional ground absorption sewage system for a _____ bedroom home, or MASONIC LODGE. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of 11/5/97.

4. X **SITE EVALUATION:** This contract is contingent upon Buyer obtaining a written site evaluation that the soil is suitable for MASONIC LODGE. All costs and expenses of such soil tests shall be borne by Buyer. If the Property is not suitable for the proposed development, at the option of the Buyer, this contract may be terminated and all earnest monies shall be refunded to Buyer. Buyer shall complete said tests or waive this condition in writing on or before midnight of 11/5/97.

5. 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.

6. N/A **APPRAISAL:** 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. In the event 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 _____. In any event, the cost of the appraisal shall be borne by the 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 _____. Seller agrees not to continue to market the Property which is the subject of this Offer to Purchase and Contract and will not solicit for secondary offers. 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.

8. N/A **RENTAL/INCOME/INVESTMENT PROPERTY:** The 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, statement 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.

9. N/A **COST OF REPAIR CONTINGENCY:** If the reasonable estimate of the cost of repairs required by the home inspection report as described in Paragraph 12 (b) and the wood destroying insect report as described in Paragraph 12 (c) of the Offer to Purchase and Contract equals or exceeds $_____, Buyer shall have the option to terminate this contract and all earnest monies shall be returned to Buyer.

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

Buyer: _____ (SEAL) Date 9/5/97

Buyer: _____ (SEAL) Date 9/5/97

Seller: _____ (SEAL) Date 9/10/97

Seller: Dena C. Kiser (SEAL) Date 9/10/97

This Standard Form has been approved jointly by the:
NORTH CAROLINA BAR ASSOCIATION, INC.
NORTH CAROLINA ASSOCIATION OF REALTORS®, INC.
Revised Form No. 2-A-11
Copyright © 1988

7. DURATION OF DUAL AGENCY: The term of this Agreement shall commence when this document is executed by Seller, Buyer, and Broker and, unless extended by written agreement of all the parties, shall automatically terminate upon (a) the closing of the sale of the Property or (b) midnight, _____, whichever occurs first. In the event that Seller and Buyer do not enter into an agreement for the purchase and sale of the Property, or in the event that the purchase and sale transaction described in any agreement between Seller and Buyer is terminated, Broker may terminate its Dual Agency role and this Agreement by mailing written notice thereof to Seller and Buyer. In addition, Buyer may terminate this Agreement at any time prior to the complete execution of an agreement for the purchase and sale of the property by giving Seller and Broker written notice that Buyer is no longer interested in purchasing the property. Seller may terminate this Agreement at any time prior to the complete execution of an agreement for the purchase and sale of the Property by giving Buyer and Broker written notice that Seller is no longer interested in negotiating with Buyer for the purchase and sale of the Property.

8. The broker shall conduct all his 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.

THIS IS INTENDED TO BE A LEGALLY BINDING DUAL AGENCY AGREEMENT THAT MAY ULTIMATELY RESTRICT YOUR LEGAL RIGHTS OR REMEDIES. IF YOU DO NOT UNDERSTAND THIS AGREEMENT OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT AN ATTORNEY BEFORE YOU SIGN IT.

Buyer, Seller and Broker each hereby acknowledges receipt of a signed copy of this Dual Agency Agreement:

Buyer _____ 8-18-97 Date

Buyer _____ Date

Coldwell Banker Flouhouse
Broker (Selling Firm)

Steve Harwell 8/18/97
By: Selling Sales Associate Date

Seller _____ 9/10/97 Date

Seller Mona C. Ellis 9/10/97 Date

Coldwell Banker Flouhouse
Broker (Listing Firm)

Jon Kerr 9/8/97
By: Listing Sales Associate Date

DESCRIPTION OF AGENT DUTIES AND RELATIONSHIPS

Before you begin working with any real estate agent, you should know who the agent represents in the transaction. Every listing agreement, buyer agency agreement or other agreement for brokerage services in a real estate sales transaction in North Carolina must contain this "Description of Agent Duties and Relationships" *[N. C. Real Estate Commission Rule 21 NCAC 58A . 0104(c), eff. 7/1/95].* Real estate agents should carefully review this information with you prior to entering into any agency agreement.

AGENT'S DUTIES

When you contract with a real estate firm to act as your agent in a real estate transaction, the agent must help you obtain the best price and terms possible, whether you are the buyer or seller. The agent also owes you the duty to:

- [illegible]
- Act with reasonable skill and care in carrying out your wishes and instructions.

Even if the agent does not represent you, the agent must still be fair and honest and disclose to you all "material facts" which the agent knows or reasonably should know. A fact is "material" if it relates to defects or other conditions affecting the property, or if it may influence your decision to buy or sell. *This does not require a seller's agent to disclose to the buyer the minimum amount the seller will accept, nor does it require a buyer's agent to disclose to the seller the maximum price the buyer will pay.*

AGENTS WORKING WITH SELLERS

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in finding a buyer for his property. The listing agreement should state what the seller will pay the listing firm for its services, and it may require the seller to pay the firm no matter who finds the buyer.

The listing firm may belong to a listing service to expose the seller's property to other agents who are members of the service. Some of those agents may be working with buyers as buyer's agents; others will be working with buyers but still representing the sellers' interests as an agent or "subagent." When the buyer's agents and seller's subagents desire to share in the commission the seller pays to the listing firm, the listing agent may share the commission with the seller's permission.

AGENTS WORKING WITH BUYERS

A buyer may contract with an agent or firm to represent him (as a buyer's agent) or may work with an agent or firm that represents the seller (as a seller's agent or subagent). All parties to the transaction should find out at the beginning who the agent working with the buyer represents.

If a buyer wants a buyer's agent to represent him in purchasing a property, the buyer should enter into a "buyer agency agreement" with the agent. The buyer agency agreement should state how the buyer's agent will be paid. Unless some other arrangement is made which is satisfactory to the parties, the buyer's agent will be paid by the buyer. Many buyer agency agreements will also obligate the buyer to pay the buyer's agent no matter who finds the property that the buyer purchases.

A buyer may decide to work with a firm that is acting as agent for the seller (a seller's agent or subagent). If a buyer does not enter into a buyer agency agreement with the firm that shows him properties, that firm and its agents will show the buyer properties as an agent or subagent working on the seller's behalf. Such a firm represents the seller (not the buyer) and must disclose that fact to the buyer.

A seller's agent or subagent must still treat the buyer fairly and honestly and disclose to the buyer all materials facts which the agent knows or reasonably should know. The seller's agent typically will be paid by the seller. If the agent is acting as agent for the seller, the buyer should be careful not to give the agent any information that the buyer does not want the seller to know.

DUAL AGENTS

A real estate agent or firm may represent more than one party in the same transaction only with the knowledge and consent of all parties for whom the agent acts. "Dual Agency" is most likely to occur when a buyer represented by a buyer's agent wants to purchase a property listed by that agent's firm. A dual agent must carefully explain to each party that the agent and the agent's firm are also acting for the other party.

In any dual agency situation, the agent must obtain a written agreement from the parties which fully describes the obligations of the agent and the agent's firm in each of them.

X This firm represents both sellers and buyers. This means that it is possible that a buyer we represent will want to purchase a property owned by a seller we represent. When that occurs, the agent and firm listed above will act as dual agents if all parties agree.

DUAL AGENCY AGREEMENT

Do NOT use this form if Dual Agency Addenda have been executed by BOTH Seller and Buyer.
(To be signed by Buyer(s) before Offer to Purchase and Contract is signed and to be signed by Seller(s) before offer is reviewed.) THIS DOCUMENT IS NEITHER AN ADDENDUM TO NOR A PART OF THE OFFER TO PURCHASE AND CONTRACT.

This DUAL AGENCY AGREEMENT ("Agreement") is entered into (Date) 8/18/97 among

Temple Lodge Number 676 AF & AM of North Carolina
(hereinafter referred to as "Buyer")

and _____
(hereinafter referred to as "Seller")

and Coldwell Banker Flouhouse (Real Estate Firm)
(hereinafter referred to as "Broker")

regarding the property located at 3907 Weddington Rd.

_____ (hereinafter referred to as the "Property")

The term "Broker" shall sometimes hereinafter include Broker and its individual sales associates, as the sense requires.

1. **DUAL AGENCY:** Seller and Buyer agree that Broker, acting by and through its individual sales associates, shall serve as both Seller's Agent and Buyer's Agent in the sale of Seller's property to Buyer. In the event Broker serves as a Dual Agent, the parties agree that without permission from the party about whom the information pertains, Broker shall not disclose to the other party the following information:

(a) that a party may agree to a price, terms or any conditions of sale other than those offered;
(b) the motivation of a party for engaging in the transaction, unless disclosure is otherwise required by statute or rule; and
(c) any information about a party which that party has identified as confidential unless disclosure is otherwise required by statute or rule.

2. **BROKER'S DUAL AGENCY ROLE.** Because Broker is serving as Agent for both Seller and Buyer in this transaction, Broker shall make every reasonable effort to represent Seller and Buyer in a balanced and fair manner. Broker shall also make every reasonable effort to encourage and effect communication and negotiation between Seller and Buyer. Seller and Buyer understand and acknowledge that:

(a) Prior to the time this Agreement was entered into, Broker acted as the exclusive Agent of Seller and acted as the exclusive Agent of Buyer.
(b) In those separate roles Broker may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Broker.
(c) Broker is required by law to disclose to Buyer and Seller any known or reasonably ascertainable material facts.

Seller and Buyer agree that Broker shall not be liable to either party for: (1) disclosing material facts required by law to be disclosed, and (2) refusing or failing to disclose other information the law does not require to be disclosed which could harm or compromise one party's bargaining position but could benefit the other party.

3. **SELLER'S AND BUYER'S ROLES:** Because of Broker's Dual Agency relationship, Seller and Buyer understand and acknowledge that:

(a) They each have the responsibility of making their own decisions as to what terms are to be included in any purchase and sale agreement between them.
(b) They are fully aware of, and understand the implications and consequences of Broker's Dual Agency role as expressed herein to provide balanced and fair representation of Seller and Buyer and to encourage and effect communication between them rather than as an advocate or exclusive Agent or representative.
(c) They have determined that the benefits of entering into this Dual Agency relationship with Broker, acting as Agent for them both outweigh any disadvantages or adverse consequences.
(d) They each may seek independent legal counsel to assist them with the negotiation and preparation of a purchase and sale agreement or with any matter relating to the transaction which is the subject matter of a purchase and sale agreement.

Seller and Buyer agree to indemnify and hold Broker harmless against all claims, damages, losses, expenses or liabilities, other than violations of the North Carolina Real Estate Licensure Law and intentional wrongful acts, arising from Broker's role as a Dual Agent. Seller and Buyer shall each have a duty to protect their own interests and should read this Agreement and any purchase and sale agreement carefully to ensure that they accurately set forth the terms which they want included in said agreements.

4. **DESIGNATED AGENT OPTION** (Initial only if applicable):

_____ Buyer hereby authorizes the Broker (Firm) to designate an agent(s) to represent the Buyer, to the exclusion of any other licensees associated with the Broker. The agent(s) shall not be so designated and shall not undertake to represent only the interests of the Buyer if the agent(s) has actually received confidential information concerning the Seller in connection with the transaction. The designated agent(s) shall represent only the interests of the Buyer to the extent permitted by law.

_____ Seller hereby authorizes the Broker (Firm) to designate an agent(s) to represent the Seller, to the exclusion of any other licensees associated with the Broker. The agent(s) shall not be so designated and shall not undertake to represent only the interests of the Seller if the agent(s) has actually received confidential information concerning the Buyer in connection with the transaction. The designated agent(s) shall represent only the interests of the Seller to the extent permitted by law.

5. **COMPENSATION.** As compensation for the services rendered under this agreement, Broker shall be paid a real estate commission by Seller & Buyer in the amount of 5% of Purchase Price as follows:

6. **PREVIOUS AGENCY AGREEMENTS:** The parties agree that this Agreement shall modify any agency agreements previously entered into between Seller and Broker or between Buyer and Broker. If those previous agency agreements contain expiration or termination dates prior to the termination date for this Agreement as set forth below, the expiration or termination dates of the previous agency agreements are hereby extended until the termination of this Agreement. If this Agreement terminates prior to the termination date of any previous agency agreement, the previous agency agreement shall remain in full force and effect in accordance with its terms. In any areas where this Agreement contradicts or conflicts with those agency agreements, this Dual Agency Agreement shall control.

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12. PROPERTY DISCLOSURE AND INSPECTIONS:

(a) Property Disclosure:

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

☐ Buyer has NOT received a signed copy of the Residential Property Disclosure Statement prior to the signing of this Offer to Purchase and Contract and shall have the right to terminate or withdraw this contract without penalty upon receipt of the Residential Property Disclosure Statement provided such termination or withdrawal notice is hand delivered or mailed to Seller or Seller's Agent within three days following receipt of same.

☒ Exempt from Residential Property Disclosure Statement because (SEE GUIDELINES) VACANT LOT

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

(b) Property Inspections: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) the built in appliances, electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), porches and decks, fireplaces and flues, crawl space and attic ventilation systems (if any), water and sewer systems (public and private), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Inspections must be completed on or before ON OR BEFORE 11/5/97. Buyer is advised to have any inspections made prior to incurring expenses for closing and in sufficient time to permit any required repairs to be completed by closing.

(c) Wood-Destroying Insects: Unless otherwise stated herein, Buyer shall have the option of obtaining, at Buyer's expense, a report from a licensed pest control operator on a standard form in accordance with the regulations of the North Carolina Structural Pest Control Committee, stating that there was no visible evidence of wood-destroying insect and containing no indication of visible damage therefrom. The report must be obtained in sufficient time so as to permit treatment, if any, and repairs, if any, to be completed prior to closing. All treatment required shall be paid for by Seller and completed prior to closing, unless otherwise agreed upon in writing by the parties. The Buyer is advised that the insurance report described in this paragraph may not always reveal either structural damage or damage caused by agents or organisms other than wood-destroying insects. If new construction, Seller shall provide a standard warranty of termite soil treatment.

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

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

13. REASONABLE ACCESS: Seller will provide reasonable access to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to closing.

14. CLOSING: Closing shall be defined as the 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 11/5/97, at a place designated by Buyer.
The deed is to be made to BUYERS AS DESIGNATED.

15. POSSESSION: Unless otherwise provided herein, possession shall be delivered at closing. In the event possession is NOT to be delivered at closing: ☐ a buyer possession before closing agreement is attached OR, ☐ a seller possession after closing agreement is attached.

16. OTHER PROVISIONS AND CONDITIONS: (ITEMIZE ALL ADDENDA TO THIS CONTRACT AND ATTACH HERETO. SEE LIST OF STANDARD FORM ADDENDA AVAILABLE.)

A) SEE ATTACHED ADDITIONAL PROVISIONS ADDENDUM "A"
B) SEE ATTACHED STANDARD ADDENDUM "B"
C) SEE ATTACHED TAX MAP
D) FINAL APPROVAL BY GRAND LODGE OF A.F. + A.M. OF N. C.

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

18. 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.

19. 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.

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

21. ENTIRE AGREEMENT: This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. 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.

22. EXECUTION: This offer shall become a binding contract when signed by both Buyer and Seller. 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.

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

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

Buyer [signature] (SEAL) Seller [signature] (SEAL)
SS/Tax ID#: SS/Tax ID# 402-37-5154
Buyer [signature] (SEAL) Seller [signature] (SEAL)
SS/Tax ID#: SS/Tax ID# 415-21-9228
Date: 9/10/97 Date: 9/10/97

I hereby acknowledge receipt of the earnest money herein set forth and agree to hold and disburse the same in accordance with the terms hereof.

Date 9/5/97 Firm: COLDWELL BANKER FLOUHOUSE REALTORS
By: STEVE HARDWELL

Selling Agent/Firm/Phone: STEVE Hardwell/Coldwell Banker Flouhouse/541-6100 Acting as: ☐ Buyer's Agent ☐ Seller's (sub)agent ☒ Dual Agent
Listing Agent/Firm/Phone: Tom Lever/Coldwell Banker Flouhouse/845-2800 Acting as: ☐ Seller's (sub)agent ☒ Dual Agent

OFFER TO PURCHASE AND CONTRACT

Temple Lodge #476 A.F. + A.M. of North Carolina, as Buyer, hereby offers to purchase and David Thomas Kiser and wife, Grace Kiser, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as "the Property"), upon the following terms and conditions:

1. **REAL PROPERTY:** Located in the City of N/A, County of Mecklenburg, State of North Carolina, being known as and more particularly described as: Street Address 3909 Weddington Rd. Zip 28105
Legal Description: Parcel #231-093-08 001
(☐ All ☐ A portion of the property in Deed Reference: Book ____, Page No. ____ County.)
NOTE: Prior to signing the 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. **FIXTURES:** The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds and shades including window hardware, window and door screens, storm windows, combination doors, awnings, antennae, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any items attached or affixed to the Property. EXCEPT the following items:

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

4. **PURCHASE PRICE:** The purchase price is $ 133,410.00 and shall be paid as follows:
(a) $ 1,000.00 EARNEST MONEY DEPOSIT by ☐ cash ☒ personal check ☐ bank check ☐ certified check ☐ other ____ to be deposited and held in escrow by Coldwell Banker Flouhouse Realtors as 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) $ ____ ADDITIONAL EARNEST MONEY DEPOSIT to be paid to escrow agent no later than N/A
(c) $ ____ 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) $ ____ BY SELLER FINANCING in accordance with the attached Seller Financing Addendum.
(e) $ 132,410.00 BALANCE of the purchase price in cash at closing.

5. **CONDITION(S):** (State N/A in each blank that is not a condition to this contract.)
(a) The Buyer must be able to obtain a loan commitment on or before N/A, effective through the date of closing, for a loan at a ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: N/A in the principal amount of ____ for a term of N/A year(s), at an interest rate not to exceed N/A % per annum, with mortgage loan discount points not to exceed ____ % of the loan amount. Buyer agrees to use his best efforts to secure such commitment. Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, except if Seller is to pay any of the Buyer's loan closing costs including discount points, those costs are as follows: N/A
In the event Buyer fails to provide Seller with written evidence of the loan commitment within five days after receipt of a written request from Seller (but such request may not be made before the loan commitment date listed above), then Seller may terminate this contract unless Buyer waives the loan commitment condition.
(b) There must be no restriction, easement, zoning or other governmental regulation that would prevent the reasonable use of the real property for Masonic Lodge purposes.
(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 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.

6. **SPECIAL ASSESSMENTS:** Seller warrants that there are no governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments, except as follows: N/A
(Insert "None" or the identification of such assessments, if any.) Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any, and Buyer shall take title subject to all pending assessments, if any, unless otherwise agreed as follows: N/A

7. **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) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case the personal property taxes shall be prorated on a calendar year basis through the date of closing. (c) All late listing penalties, if any, shall be paid by Seller. (d) Rents, if any, for the Property shall be prorated through the date of closing. (e) Owners' association dues, and other like charges shall be prorated through the date of closing. Seller represents that the regular owners' association dues, if any, are $ N/A per ____.

8. **CLOSING EXPENSES:** Seller shall pay the preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law. Buyer shall pay for recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at closing.

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

10. **EVIDENCE OF TITLE:** Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the acceptance of this offer, 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.

11. **LABOR AND MATERIAL:** Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished 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.

Frank Kiser