Project 079-984/106

FEE: ~~$108.00~~ $100.00
DATE: 3/22/96
Ck. # 1654

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

3/23/97
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

FILE #: [redacted] 1296B

PROJECT TRACKING #:

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 025-012-02 (PART OF)

___ COMMERICAL ✓ INDUSTRIAL

STREET ADDRESS: [redacted] 6051 LAKEVIEW ROAD

LOT NUMBER:

DESCRIBE TYPE OF BUSINESS:
127,678 S.F.
Square footage of facility

TOWNSHIP (CHECK ONE):

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

NUMBER OF EMPLOYEES: 48
(THIS IS A SPEC. WAREHOUSE) PER SHIFT: ___ ___ ___

HOW WILL WATER BE USED IN THE FACILITY:

✓ TOLIETS/URINALS
✓ HANDSINK
___ SHOWERS
___ FLOOR DRAINS

OTHER, PLEASE DESCRIBE:

TYPE OF WASTEWATER:
✓ SEWAGE
___ INDUSTRIAL PROCESS WASTE WATER

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

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)

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: DUKE POWER CO.
(LAST) MAYE (FIRST) TONY (MI)

ADDRESS: P.O. BOX 1007

CITY: CHARLOTTE STATE: NC ZIP: 28201

DAYTIME PHONE: (704) 382-6749

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: FOR CAROLINA STRUCTURES OF CHARLOTTE & GODLEY BUILDERS
(LAST) GODLEY (FIRST) ROD (MI) W

DAYTIME PHONE: (704 522-6146

415-D MINLET LANE
CHARLOTTE NC 28217

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? JAN. 20, 1988

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: /s/ Rod Godley DATE: 3/23/96

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

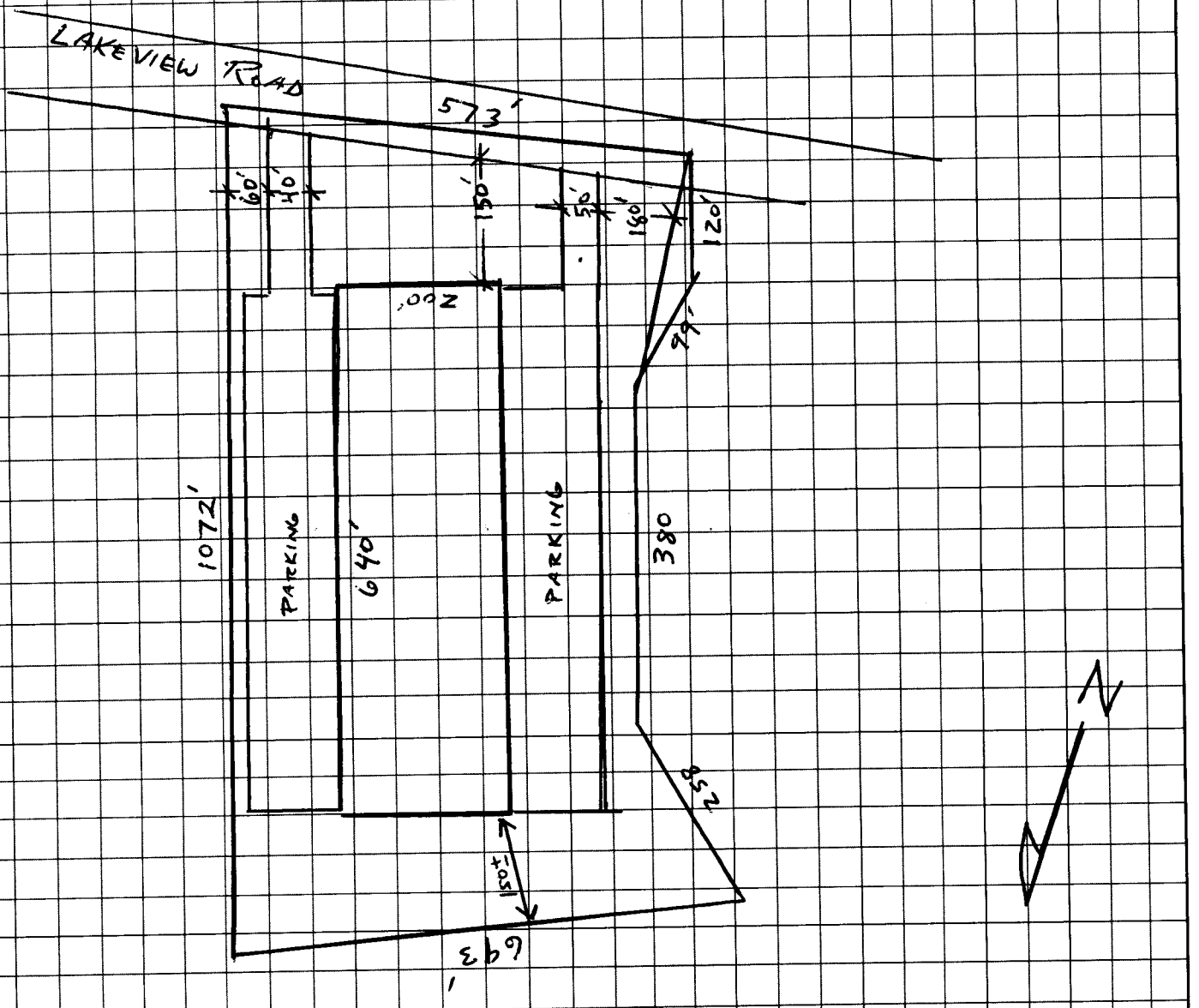
PROPOSED PLOT PLAN

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

FILE: 1296B

TC: 025-012-02

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.



Rod Modley
OWNER/AGENT SIGNATURE

DATE 3/22/96

APPROVAL DATE _____

White - Health Department's Copy

Canary - E.H.S. Copy

Pink - Owner's Copy

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Parcel No. 43142
Request No. 88221

CONTRACT TO SELL AND PURCHASE REAL ESTATE

This Contract, made this 13th day of March, 1996, by and between **Duke Power Company**, a North Carolina corporation, hereinafter referred to as "Seller", and **Carolina Structures of Charlotte, Inc**, a North Carolina corporation, hereinafter referred to as "Buyer";

WITNESSETH:

The Seller agrees to sell and the Buyer agrees to purchase that certain real property, hereinafter referred to as "the Property", located in Mecklenburg, North Carolina more particularly described as follows:

Being a portion of the Sellers property containing 11.08 acres, more or less, acquired by deed of Carolina Tractor & Equipment Company dated January 20, 1988, and recorded in Deed Book 5683 at Page 167 in the office of the Mecklenburg County, North Carolina Registry, said property outlined in Yellow on the attached drawing marked Exhibit "A".

THE TERMS AND CONDITIONS OF THIS CONTRACT ARE AS FOLLOWS:

PURCHASE PRICE: The total purchase price for the property is $,000.00 per acre, with exact acreage to be determined by accurate survey and to be paid as follows:

(A) $10,000.00, "earnest money" to be paid to Hunter Properties upon the execution of this Contract, to be held in trust as a part payment of the purchase price of the property at the time the sale is closed, or distributed pursuant to other provisions of this contract.

(B) The balance of the purchase price, in cash at closing.

INVESTIGATION PERIOD: Buyer shall have a period of time, hereinafter referred to as "Investigation Period", beginning on the date of acceptance of this contract by Buyer and concluding at 5:00 PM on the 45th day following Buyer's acceptance of this contract, to conduct all studies, surveys and Investigations of the Property, including environmental audits and testing, hereinafter "Investigations", to determine if in Buyer's sole judgment if it is feasible for Buyer to purchase and develop the Property for its intended use. If such Investigations do not, in the sole discretion of Buyer, warrant the purchase of the Property, then Buyer shall deliver written notice to Seller, prior to the expiration of the Investigation Period, that it is not feasible for Buyer to purchase the Property for its intended use and thereupon this agreement shall terminate and Seller will refund to Buyer any "earnest money" paid hereunder, and neither Buyer nor Seller will have any further rights or obligations under this agreement. Buyer shall not interfere with normal business operations of Seller during said Investigation Period. Buyer shall indemnify Seller from any claim arising from any accident or injury to any agent or contractor or other representative of Buyer conducting any investigations on the Property and shall repair any damage done to the property as the result of investigations.

POSSESSION: Possession will be given upon delivery of the deed, and Seller will cause the tenant(s), if any, in possession to vacate the premises prior to such time unless continued occupancy of tenant(s) is previously agreed upon by all parties.

TAXES: City and County Ad valorem taxes for the year 1996 shall be paid by Seller. Seller will pay all assessments or installments thereof which become due prior to the delivery of the deed.

DOCUMENTARY STAMPS: Seller shall pay the cost of Documentary Stamps. Said costs shall be withheld from the proceeds to Seller at Closing.

SURVEY: Buyer may, at its option, enter the property for the purpose of conducting a boundary survey to be certified by a Registered Licensed Surveyor with said survey to be submitted to Seller fifteen days prior to scheduled closing. If Buyer elects to forego the right to survey, Seller at its option shall provide a current survey with actual costs to be added at closing or will convey by surveys or descriptions currently available to Seller.

BUYER ENVIRONMENTAL DUE DILIGENCE: Pursuant to the terms of the previously described Investigation Period, Buyer may perform environmental audits and testing of the Property. If said environmental audits and testing reveal the presence of hazardous materials not previously disclosed by Seller, Buyer will immediately provide Seller with the results of said audits and testing. Seller will have ten days following receipt of Buyers audit and test results to review said audits and tests and, at its option, develop a plan of remediation for any hazardous materials discovered. Closing will be extended, if necessary, to provide Seller with the full ten day review period.

SELLER INSPECTIONS AND ASSESSMENTS: Simultaneous to the above mentioned Buyer inspections period, Seller may also conduct environmental audits and testing on the property.

Unless heretofore mentioned investigations by Seller reveal adverse environmental conditions and unless otherwise disclosed prior to closing, Seller represents and warrants that to the best of its knowledge the contract property is free of all chemical substances, asbestos, oil, petroleum products, formaldehyde, PCBs and other toxic, carcinogenic, radioactive or hazardous waste materials, substances or contaminants (collectively, "Hazardous Materials) and that Seller has not stored, disposed, treated, transported or located Hazardous Materials on or underneath the property; provided, however that this paragraph shall not apply to any naturally occurring asbestos. The phrase "to the best of its knowledge" used in connection with the representations and warranties contained in this provision means that Seller has reason to believe the representations to be true, accurate and complete in all material respects after having conducted a review of information known by or otherwise available to management of Seller, but without having any inspections, investigations or other inquires conducted by outside parties.

ENVIRONMENTAL REMEDIES, SELLER: Seller will, within ten days of receipt of Buyer's audits and tests results, and at its option, shall either;

A: By written notice to Buyer, terminate this contract and return any earnest money to the Buyer, or;

B: Within a reasonable time, not to exceed ninety days from receipt of written reports, remediate any environmental condition to within acceptable parameters as defined by state and federal guidelines. Closing shall be extended to accommodate such remediation, or;

C: Provide Buyer with an environmental remediation plan along with its commitment to perform said plan subsequent to closing.

ENVIRONMENTAL REMEDIES, BUYER: Prior to the expiration of the heretofore described Investigation Period and after review of any environmental remediation plan submitted by Seller, Buyer may, at its option, either;

A: By written notice to Seller, terminate this contract and receive a full refund of all earnest money paid herewith, or;

C: Accept a deed to the Property subject to Sellers remediation plan and commitment to perform said plan.

ACCESS: If Buyer accepts a deed to the Property subject to Seller's environmental remediation plan, Buyer agrees that Seller, subsequent to closing, shall have unrestricted access to the Property for the purpose of conducting said remediation.

NON-FRIABLE ASBESTOS AND NATURALLY OCCURRING ASBESTOS: Notwithstanding other language contained herein, both parties hereto agree that non-friable asbestos and naturally occurring asbestos shall not be subject to any remediation plan submitted by Seller nor shall Seller be required, now or in the future, to perform remediation of any asbestos located on the Property.

ENVIRONMENTAL INDEMNITY: If Buyer does not exercise its right to terminate this contract, pursuant to heretofore described provisions, and proceeds to Closing, Buyer asserts that with the exception of environmental factors revealed prior to closing, it is satisfied the Property is environmentally acceptable for purchase and accepts the Property, **AS IS**, subject to Seller's environmental remediation plan for substances identified prior to closing. Buyer agrees to be responsible for and pay the costs to clean up the Property of any substances which may, in the future be discovered on the Property. Buyer further asserts that, by accepting the Property, Buyer becomes legally obligated to carry out any remediation plan required by the United States, the state in which the Property is located or any political subdivisions or agencies thereof, and agrees to indemnify and save harmless Seller from said costs associated with remediation of hazardous material identified in the future. For the purposes of this Contract, the term "hazardous material" shall mean any substance, material, byproduct, or waste, listed in or regulated under any of the following laws: the (i) Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq.; (ii) the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 *et seq,;* (iii) the Clean Water Act, 33 U.S.C. §§ 1251 *et seq,;* (iv) the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq,;* (v) the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq,;* (vi) North Carolina Oil Pollution and Hazardous Substances Control Act, N.C.G.S. §§ 143-215.75 *et seq,;* (vii) any regulations promulgated under or pursuant to (I) through (v); (vii) any amendments now existing or hereafter enacted to (I) through (vi); and (ix) any statutes subsequently enacted and regulations subsequently promulgated that address, govern, list or regulate the subjects regulated by (i) through (viii).

Statement of Intent: *It is the intent of both parties hereto that Seller shall be responsible for required remediation of any hazardous materials identified and present on the Property prior to closing, and that Buyer shall be responsible for the required remediation of any hazardous materials discovered on the Property subsequent to closing. Required Remediation shall be defined as any action required by Federal, state or local agencies to remove hazardous materials or to reduce levels of hazardous materials to acceptable limits as defined by said agencies. It shall be incumbent on Buyer to make its best effort to identify and define any hazardous materials which may be present on the Property prior to closing. Seller shall have no responsibility or liability for hazardous materials not identified prior to closing.*

CLOSING: Closing shall take place on or before June 3, 1996. Closing shall take place at the office of Seller's closing Attorney or at a location mutually acceptable to both parties hereto.

DELIVERY OF TITLE: At closing, Seller shall deliver to Buyer a "Special Warranty" Deed, in the form marked Exhibit "B" and attached hereto, conveying Seller's interest in the premises subject to the following conditions and exceptions:

(A) Seller shall reserve for itself, its successors and assigns, easements and rights of way for its exiting electric distribution and transmission lines and an easement for future communications use of its existing transmission line support tower(s) and the land occupied by said tower(s), all of said easements and rights of way to be reserved in the form of the reservations contained in Exhibit "B" hereto attached.

(B) All rights and easements of record or as may be apparent from a visual inspection of the premises.

(C) Reservation of rights of way (if any) for un-built transmission lines currently planned by Seller. Said right of way reservation shall be limited to those described by addendum to this contract.

(D) The lien of the First and Refunding Mortgage dated December 1, 1927 from Seller to Chemical Bank as Successor Trustee to Morgan Guaranty Trust Company of New York. Sell agrees to apply for, obtain and record a release of said lien of Mortgage within one year from the date of

closing and shall indemnify and save harmless Buyer from any and all damages, costs and expenses relating to Sellers failure to obtain the release of said Mortgage

Seller shall provide Buyer with such affidavits as may be required attesting to the absence of any unrecorded materialmen's liens to the property. Acceptance by Buyer at closing of the deed from Seller shall constitute full performance by Seller in accordance with this agreement, except the warranties referred to herein.

If Buyer shall discover any lien or encumbrance other than the permitted exceptions above listed, Buyer shall advise Seller in writing of said objections to title and Seller shall have a period of thirty (30) days from the date of notice of said objections in which to remedy said objections to the satisfaction of Buyer's attorney. In the event said objections are not cured or remedied within thirty (30) days, then this agreement shall, at Buyer's election, be null and void and of no further legal effect, except that Seller shall immediately refund to Buyer all monies paid; provided that Seller shall not have the right to terminate if Buyer will accept the property without said objections being cured.

ASSIGNMENT: Purchaser and Seller specifically reserve the right to assign this contract.

CLOSING EXPENSES: Seller shall be responsible for the preparation of a deed and for the revenue stamps required by law. Buyer shall pay for recording the deed and for preparation and recording any and all instruments required by Buyer, Buyer's attorney or Buyer's lender.

DEFAULT AND REMEDIES: In the event Seller defaults or fails to perform any of the conditions or obligations of Seller under this Contract, then the earnest money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event Buyer defaults or fails to perform any of the covenants and conditions of this Contract, then the earnest money shall be forfeited, but such forfeiture shall not affect any other remedies, available to Seller for such breach.

TAX DEFERRED EXCHANGE: Seller may elect to effect a section 1031 tax-deferred exchange in connection with the selling of the property. Buyer agrees to cooperate with Seller in achieving such exchange. It is understood that Seller shall pay all additional costs associated with such exchange and that Buyer will not assume any additional liability with respect to said tax-deferred exchange. Both Seller and Buyer shall execute any additional documents as required to achieve such exchange, at no cost to Buyer.

NOTICES: Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given when deposited in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

NOTICE TO SELLER: Duke Power Company - Attention Tony E. Maye
Real Estate Department WC30B
P. O. Box 1007
Charlotte, NC 28201-100
Telephone - 704/382-6749

NOTICE TO BUYER: Carolina Structures of Charlotte, Inc.
Attention William C. Godley
415-D Minuet Lane
Charlotte, NC 28217

EITHER PARTY may from time to time, by notices herein provided, designate a different address to which notice to either shall be sent.

APPLICABLE LAW: This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

RISK OF LOSS, DAMAGE OR REPAIR: Until closing, the risk of damage or loss to the property, except as otherwise provided herein, shall be borne by Seller. In the event the property is damaged so that it cannot be conveyed in substantially the same condition as it was prior to closing, Buyer may elect to terminate this contract and earnest money shall be returned to Buyer. Except for maintaining the property in its same condition, Seller shall have no responsibility for the repair of the property, including any improvements, unless both parties agree in writing.

AGENTS: Seller agrees to pay only the real estate commission charged by agent or broker hired by themselves. Each party agrees to defend and hold harmless the other in the event any claim for commission should be brought against either party for payment of any alleged commission.

SURVIVAL OF WARRANTIES AND CONDITIONS: All conditions, warranties, representations and agreements made herein shall survive closing and delivery of the deed.

ENTIRE AGREEMENT: This instrument (and addenda) contains the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreement or instruments are merged herein and no amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

ADDENDA: This Contract is subject to the following Addenda: **Exhibit "A" & Exhibit "B"**

TERM OF OFFER: The submission of this Contract to Buyer by Seller constitutes an offer which shall become null and void unless Buyer has executed both originals and returned one fully executed original to Seller by March 18th, 1996.

PARTIES: The provisions hereof shall bind and inure to the benefit of the parties their successors and assigns.

IN WITNESS WHEREOF, the Seller has caused this Contract to be executed, this the 13th of March, 1996.

BROKER:

HUNTER PROPERTIES

BY: Brenda R. Hunter
Broker

SELLER:

DUKE POWER COMPANY

By: _____
General Manager, Real Estate

BUYER:

CAROLINA STRUCTURES OF CHARLOTTE, INC.

By: Wm. C. Godley
President

3-13-96
Date of Acceptance by Buyer

Godley.com

Member
Charlotte Board of Realtors
North Carolina Association of Realtors
National Association of Realtors
CLE
MLS

HUNTER
PROPERTIES

March 21, 1996

TO WHOM IT MAY CONCERN:
Mecklenburg County Environmental Health Department

As agent for the seller, Duke Power Company, I have the permission to enter upon the property located at N. T. Harris Boulevard and Lakeview Road to perform a soils investigation of the property to determine if the area being purchased by Godley Builders is suitable for a septic system.

If we can be of further assistance to you, please call.

Sincerely,

Brenda H. Hunter

Brenda H. Hunter
Broker

BHH:lh

4440 Park Road, West Charlotte, N.C. 28209
(704) 598-0008