

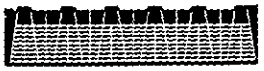
025-021-01

12/26/2007

duponbj

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

THE
INFILTRATOR®
Chamber System



11-6-96
Contacted Sandy Roper
Roper does not know
anything about plans
other than that they
are not finalized. ~~I~~
requested copy of plan
ASAP in order to determine
if this will have Ind. process
wastewater

INFILTRATOR®
SYSTEMS INC

CT

Leading the way in septic and stormwater chamber systems

4 Business Park Road • P.O. Box 768 • Old Saybrook, CT 06475
800-221-4436

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

D400

Sheet
PROPERTY ID #:
COUNTY:

SOIL/SITE EVALUATION *for* ON-SITE WASTEWATER SYSTEM

#1 1537B
PO 025-02101

OWNER: SSH Associates Inc. APPLICANT: _____
ADDRESS: 1200 South Blvd Charlotte APPLICATION DATE: _____ DATE EVALUATED: _____
PROPOSED FACILITY: repair shop PROPOSED DESIGN FLOW (.1949): 3759pd PROPERTY SIZE: 1.0
LOCATION OF SITE: Runnen Road PROPERTY RECORDED: _____
WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slope 2-4%		SOIL MORPHOLOGY (.1941)		OTHER PROFILE FACTORS				
	1940 LAND-SCAPE POSITION/ SLOPE %	HORI-ZON DEPTH (IN.)	.1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	.1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-8"	gr/cl	Fr/sEXP/ssl/sP	>48"TO Chroma 2 Colors	48"	N/A	None	PS .39/Pz IV
		8-48"	sBK/c	Fr-Fi/sEXP/SP					
2	LS	0-7"	gr/cl	Fr/sEXP/ssl/sP	>48"TO Chroma 2 colors	46"	N/A	None	PS .39/Pz IV
		7-48"	sBK/c	Fr-Fi/sEXP/SP					
3	LS	0-8"	gr/cl	Fr/sEXP/ssl/sP	>46"TO Chroma 2 Colors	48"	N/A	None	PS .39/Pz IV
		8-46"	sBK/c	Fr-Fi/sEXP/SP					
4	LS	0-6"	gr/cl	Fr/sEXP/ssl/sP	>48"TO Chroma 2 Colors	48"	N/A	None	PS .39/Pz IV
		6-48"	sBK/c	Fr-Fi/sEXP/SP					
	LS	0-6"	gr/cl	Fr/sEXP/ssl/sP	>46"TO Chroma 2	46"	N/A	None	PS .39/Pz IV
		6-46"	sBK/c	Fr-Fi/sEXP/SP					

DESCRIPTION	INITIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	PS
System Type(s)		

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): provisionally Suitable
EVALUATED BY: W.A. Marlin 9-6-94
OTHER(S) PRESENT: _____

OMMENTS: Not sure if 100% Repair Area is required

LEGEND

use the following standard abbreviations

LANDSCAPE POSITION	GROUP	SOIL TEXTURE	CONVENTIONAL 1955 LTAR	LPP 1957 LTAR	MINERALOGY/ CONSISTENCE	STRUCTURE
C (Concave Slope) V (Convex Slope) (Drainage Way) S (Debris Slump) P (Flood Plain) S (Foot Slope) (Head Slope) (Linear Slope) (Nose Slope) (Ridge) (Shoulder Slope) (Terrace)	I	S (Sand) LS (Loamy Sand)	1.2 - 0.8	0.6 - 0.4	NEXP (Non-expansive) SEXP (Slightly Expansive) EXP (Expansive)	G (Single Grain) M (Massive) CR (Crumb) GR (Granular) SBK (Subangular Blocky) ABK (Angular Blocky) PL (Platy) PR (Prismatic)
	II	SL (Sandy Loam) L (Loam)	0.8 - 0.6	0.4 - 0.3		
	III	SI (Silt) SICL (Silty Clay Loam) CL (Clay Loam) SCL (Sandy Clay Loam) SUC (Silt Loam Clay)	0.6 - 0.3	0.3 - 0.15		
					MOIST	WET
	IV	SC (Sandy Clay) SIC (Silty Clay)	0.4 - 0.1	0.2 - 0.05	VFR (Very Friable) FR (Friable) FI (Firm) VFI (Very Firm v. Very Sticky) EFI (Extremely Firm)	NS (Non-sticky) SS (Slightly Sticky) S (Sticky) VS (Very Sticky) NP (Non-plastic) SP (Slightly Plastic) P (Plastic) VP (Very Plastic)
		O (Organic)	None			

OTES

ORIZON DEPTH In inches below natural soil surface

EPTH OF FILL In inches from land surface

STRUCTIVE HORIZON Thickness and depth from land surface

APROLITE S(suitable) or U(unsuitable)

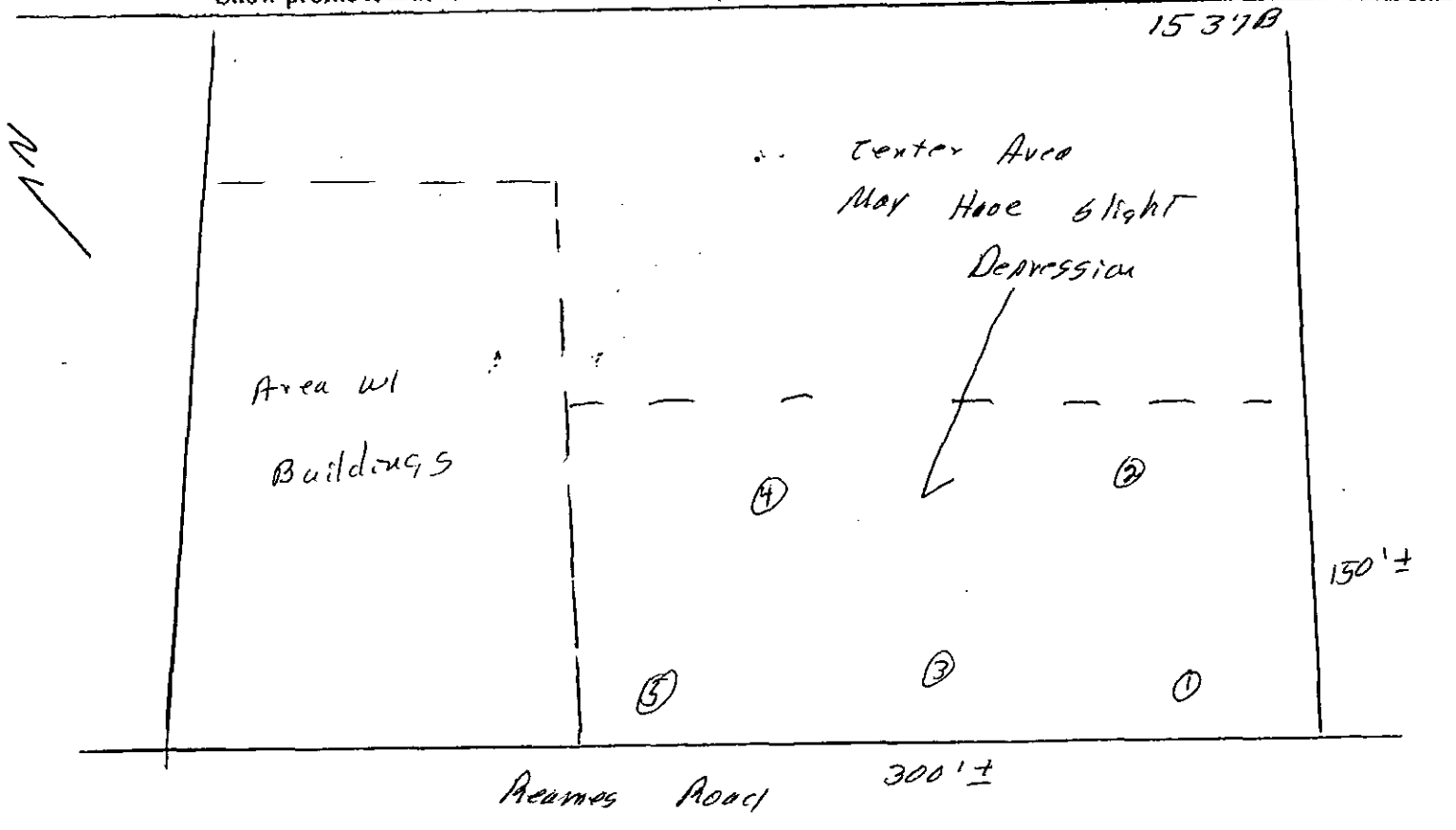
DIL WETNESS Inches from land surface to free water or inches from land surface to soil colors with chroma 2 or less - record Munsell color chip designation

LASSIFICATION S (Suitable), PS (Provisionally Suitable), or U (Unsuitable)

valuation of saprolite shall be by pits.

ong-term Acceptance Rate (LTAR): gal/day/ft²

Show profile locations and other site features (dimensions, reference or benchmark, and North).



FEE: 100.00 CK#
DATE: 8/14/96
Sandy

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

FILE #: 1537B

PROJECT TRACKING #:

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 025021-01

STREET ADDRESS: Reames Road

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

✓ COMMERICAL ✓ INDUSTRIAL

DESCRIBE TYPE OF BUSINESS: Heavy Equipment

Square footage of facility: 5

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:

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.

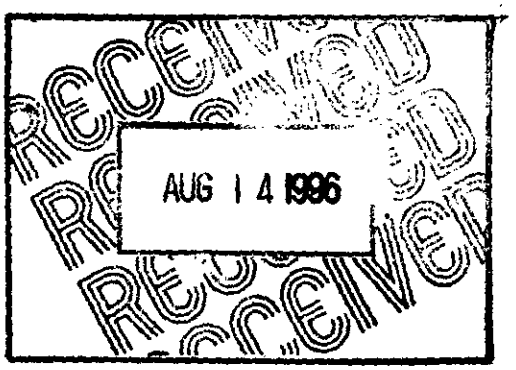
PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: SSH Associates INC. (LAST) (FIRST) (MI)	NAME: Roper Sandy (LAST) (FIRST) (MI)
ADDRESS: 1208 South Boulevard	DAYTIME PHONE: 704 821-7940
CITY: Char. STATE: N.C. ZIP: 28203	
DAYTIME PHONE: 704 821-7940	

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: Sandy Roper (Agent) DATE: 8/14/96

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


AUG 14 1996

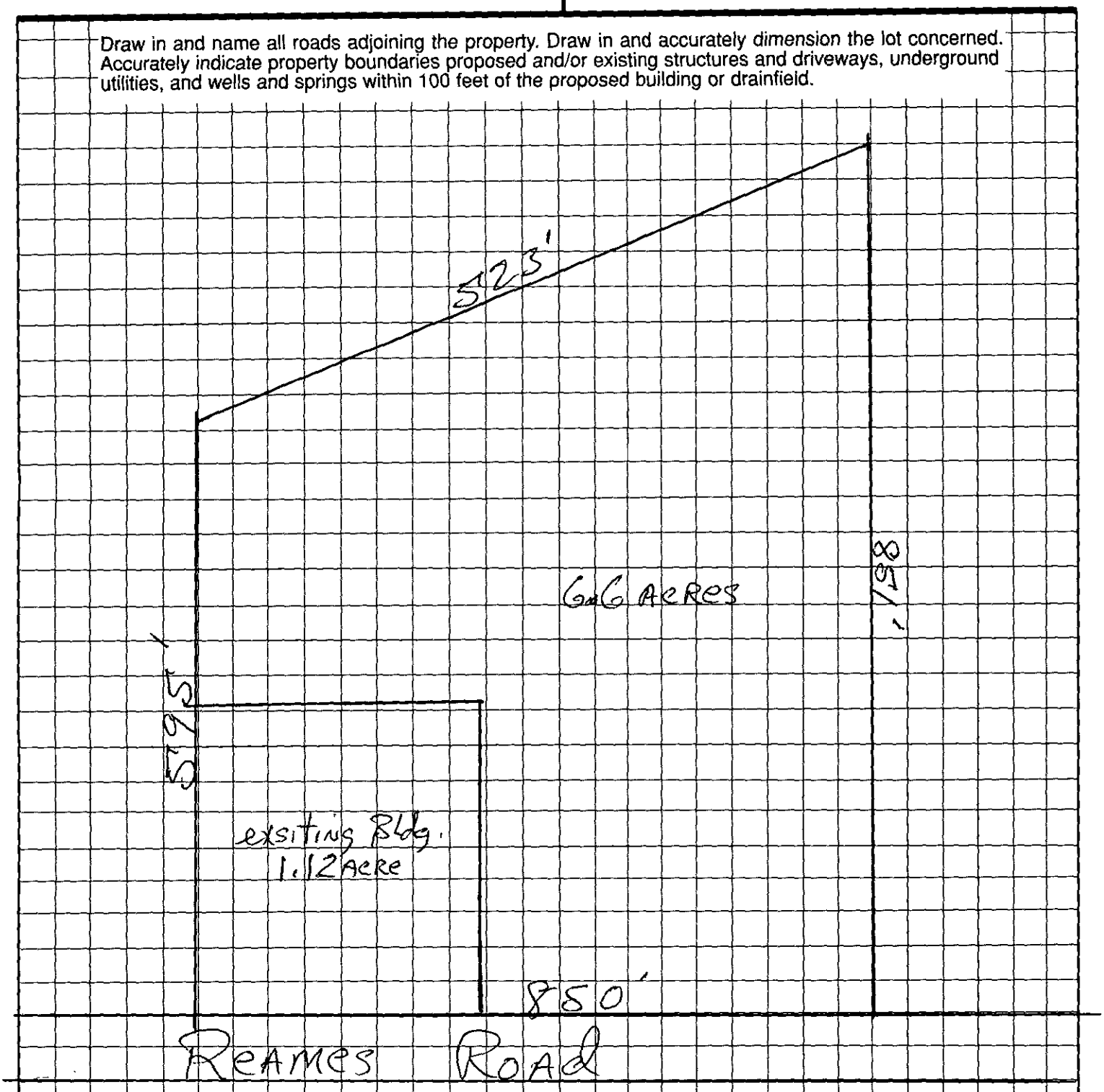
PROPOSED PLOT PLAN

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

FILE: 15378

TC: 025-021-01

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.

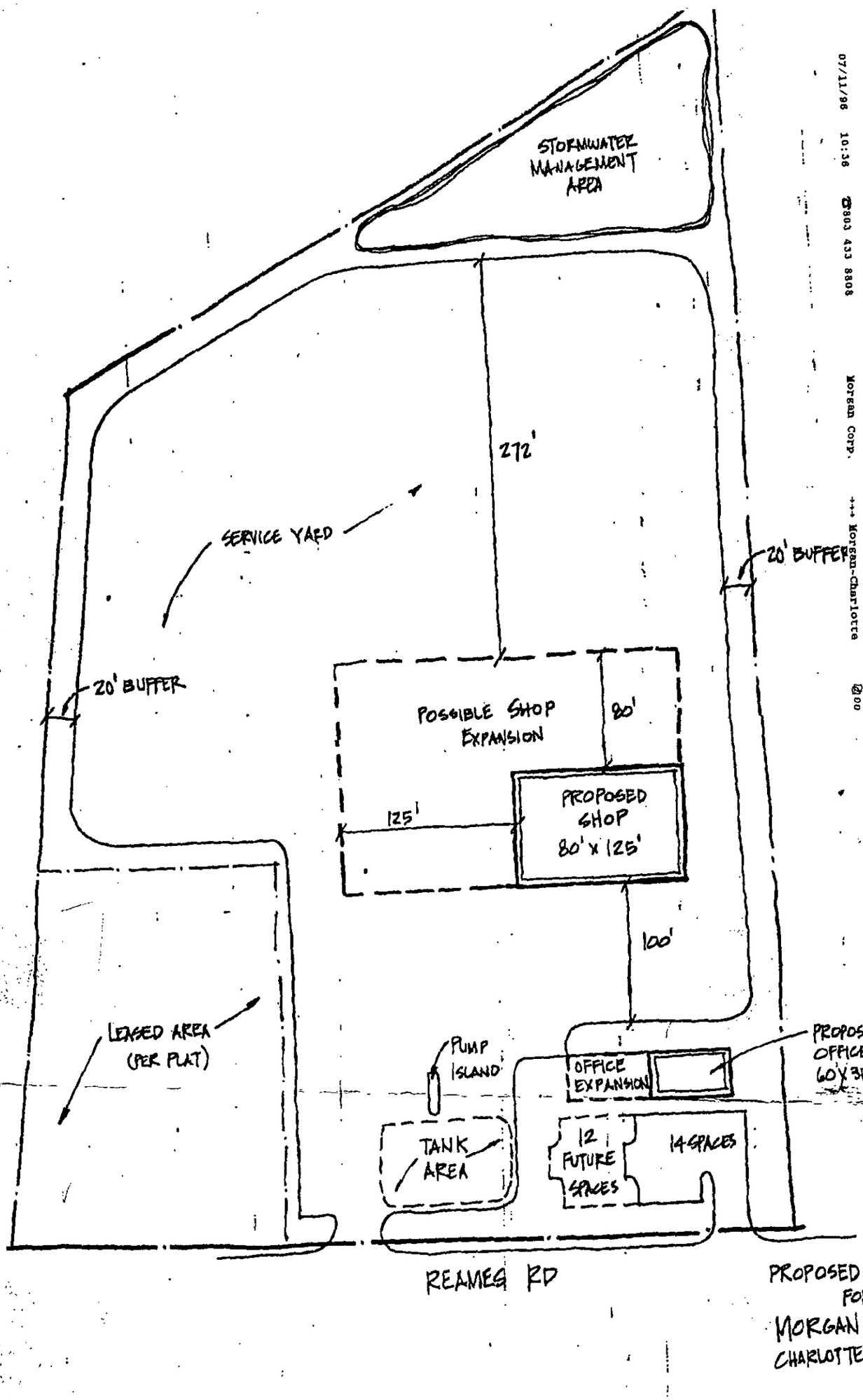


OWNER/AGENT SIGNATURE

DATE

APPROVAL DATE

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


STORMWATER MANAGEMENT AREA
272'
SERVICE YARD
20' BUFFER
20' BUFFER
POSSIBLE SHOP EXPANSION
80'
PROPOSED SHOP 80' x 125'
125'
100'
LEASED AREA (PER PLAT)
PUMP ISLAND
OFFICE EXPANSION
PROPOS
OFFICE
60' X 3
TANK AREA
12 FUTURE SPACES
14 SPACES
REAMES RD
PROPOSED
FO
MORGAN
CHARLOTTE

1387B

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

CONTRACT OF SALE

This Contract, entered into in the County and State aforesaid this 17th day of July 1996 by and between SSH Associates Inc. hereinafter called the "Seller", and Johnson Development Associates, Inc. or its assigns, hereinafter called the "Buyer".

WITNESSETH:

That for and in consideration of the sum of Ten Thousand and No/100 Dollars ($10,000.00), considered to be Earnest Money and to be applied as part of the cash portion of the purchase price, the balance of which will be paid as follows:

In cash at closing, Three Hundred Ten and No/100 ($310,000.00) Dollars making total purchase price Three Hundred Twenty and No/100 ($320,000.00) Dollars, and subject to conditions and terms herein set forth, the Seller agrees to sell and Buyer agrees to buy the property described on Exhibit "A", consisting of a tax map, attached hereto, which shall be replaced prior to closing by a certified property survey.

Closing shall take place on the 30th day of September, 1996 or before as agreed to in writing by mutual agreement.

DELIVERY OF DEED AND WARRANTIES:

At the closing of the sale and upon purchase of the property by Buyer, and upon receipt of the purchase price as hereinbefore provided, Seller shall deliver to Buyer, or its assigns, a deed with full warranties conveying to the Buyer a good, indefeasible fee simple and insurable title to the property. The property shall be conveyed by Seller to Buyer, or its assigns, free and clear of all liens, encumbrances, claims, rights of way, easements, leases, restrictions and restrictive covenants, except that said property may be conveyed subject to:

1. Public utility easements in customary form to serve the property,

2. Ad valorem property taxes for the year in which the closing occurs, which taxes shall be prorated on a calendar year basis to the date of closing,

3. Zoning ordinances and regulations,

4. All easements, covenants and restrictions of record.

If title to the property fails to meet the requirements set forth in this paragraph, then any such deficiency shall be pointed out to Seller and Seller shall have thirty (30) days in which to cure such deficiency at Seller's sole expense. If the Seller fails to cure such defect within the permitted time, Buyer shall have the option of curing the defect(s) and taking title to the property and consummating the closing of this purchase and sale; or Buyer may terminate and cancel this Contract, in which event the Seller shall immediately return all earnest moneys previously deposited hereunder to the Buyer, or Buyer may waive said defects. If the defects consist of unpaid taxes, judgments and/or outstanding mortgages, and can be cured by the payment of a sum certain, Buyer shall have the right to make such payment, taking title to the property and reducing the purchase price by the amount of such payment.

EXCLUSIVE POSSESSION:

Seller agrees to deliver exclusive possession of the property covered by this Contract to the Buyer at closing.

CLOSING COSTS:

Seller shall pay any transfer or excise stamps to be affixed to the deed and the costs of preparation of the deed. Buyer shall be responsible for the costs of any title insurance policy and for the cost of recording the deed. Each party shall bear the expense of their his/her attorney. Any deferred taxes shall be paid by Seller.

INSPECTION AND EVALUATION:

In addition to any other rights of Buyer and without affecting the Seller's obligations hereunder, Buyer shall have the right between the date herein and closing to enter upon the property for the purposes of inspecting the physical condition of the property in order to perform any necessary evaluations to determine if the property is acceptable to Buyer.

The factors which will be considered by Buyer in it's investigation of the property are:

1. Zoning or other restrictions on the use of the property,

2. Availability of utilities, including electricity, natural gas, and water without expense other than normal and customary tap fees paid to the applicable utility company or public authority, as the case may be,

3. Access to and from the property as represented on the attached survey,

4. Soil and subsoil conditions are adequate and sufficient to percolate a septic sanitary system,

5. Sufficiency of the load bearing characteristics of the soil to support any proposed building of Buyer, and adequate permeability to drain the proposed development on the property,

6. Evidence of any toxic waste disposal,

7. The placement of future roadways or alteration of existing roadways which would impair the intended use of the property.

8. The suitability of the property for development by Buyer subsequent to engineering studies by a registered civil engineer.

Seller agrees to cooperate with Buyer in connection with the investigation and inspection of the property and further agrees to provide to Buyer any documents currently in the possession of Seller or required to be furnished by Seller by other sections of this Contract to Buyer.

If Buyer determines that the property is not acceptable to Buyer due to a failure of a condition noted above, then Buyer shall give written notice of this fact to Seller at least seven (7) days prior to the closing date. Upon written notice from Buyer that the property is not acceptable for Buyer's purposes, this Contract shall become null and void and of no further force and effect and the Seller shall refund all sums held to Buyer and neither party shall have any further rights or obligations hereunder. Otherwise a closing shall take place as required herein.

SUBDIVISION:

Buyer and Seller shall cooperate and shall share equally in the cost of obtaining a subdivision survey and obtaining subdivision approval, which costs shall not exceed $1,200. Buyer acknowledges that the subdivision survey will reflect that the property line is along the margin of Reames Road and will not extend to the centerline of the road.

RIGHTS AND PRIVILEGES OF BUYER DURING INSPECTION PERIOD:

From the date of the execution of this Contract by the parties hereto, Buyer shall be entitled to go upon the property to make such inspections as Buyer deems necessary or advisable. Buyer shall save and hold Seller harmless from and against all suits and claims that may be based upon injury to any person or property that occurs on the property arising

out of Buyer or his agents, employees or other authorized representatives of Buyer entry upon and inspection of the property, and if this transaction does not close, the Buyer shall restore the property to a neat and presentable condition free from any damage to the property caused by Buyer's tests and studies. If Buyer for any reason fails to close upon the property, then upon written request, Buyer agrees to provide Seller with copies of any and all tests or studies pertaining to the property which Buyer has contracted to have performed.

EMINENT DOMAIN:

In the event Seller obtains knowledge of any eminent domain or condemnation proceedings affecting the property, including any changes of adjoining public right(s) of way, Seller shall immediately notify Buyer of such proceedings. If, prior to closing, all or any portion of the property is taken by eminent domain or if condemnation proceedings are commenced, or if the right(s)-of-way of is (are) changed or reconfigured from that existing, Buyer shall have the option by written notice to Seller to terminate this Contract and receive an immediate refund of all moneys held by Seller or escrow agent, whichever the case may be. Buyer shall also have the option to continue under the terms of this Contract and to exercise all rights hereunder, with the portion of any taken or effected property being deleted from this Contract, and the purchase price being adjusted prorata to reflect the acreage remaining in the portion of the property being purchased. If the right-of-way(s) of the adjoining street(s) is (are) altered and Buyer elects not to terminate this Contract, Seller agrees to renegotiate the contract price herein based upon the effect such alteration will have on Buyer's intended use of the property.

ADDITIONAL DOCUMENTS:

The Seller agrees to execute and deliver any and all other documents and papers that may be necessary in connection with the transfer of title and this Contract.

REPRESENTATIONS AND WARRANTIES OF SELLER:

1. Seller owns and will own at the date of closing a marketable and insurable fee simple title to the property, as provided in section "DELIVERY OF DEED AND WARRANTIES" at page 1.

2. Seller has entered into no agreement, oral or written, not referred to herein, with reference to the property not previously disclosed in writing to Buyer, and neither Seller nor the property is subject to any agreement, claim, demand, suit, proceeding, or lineation of any kind, pending, or outstanding,

DEFAULT BY SELLER- REMEDIES OF BUYER:

In the event Seller fails to comply with or perform any of the conditions to be complied with or any of the obligations to be performed by Seller under the terms of this Contract in any material manner or in the event any of the representations and warranties of Seller contained herein are not true and correct as of the day hereof and as of the date of closing, Buyer's remedies in the event of any breach of this Contract shall to: (i) terminate this Contract in which event all binder moneys held by Escrow Agent shall be immediately refunded to Buyer and/or (ii) seek specific performance of the terms of this Contract. Buyer shall have no right to sue Seller for any monetary damages it may have suffered by reason of any breach of this Contract.

DEFAULT BY BUYER - REMEDIES OF SELLER:

In the event Buyer fails to comply with or perform any of the conditions to be complied with or any of the obligations to be performed by Buyer under the terms of this Contract in any material manner or in the event any of the representations and warranties of Buyer contained herein are not true and correct as of the day hereof and as of the date of closing, Seller's sole remedy in the event of any breach of this Contract shall to terminate this Contract in which event all Binder moneys held by Escrow Agent shall be immediately payable to Seller and Seller shall have no right to sue Buyer for any monetary damages it may have suffered by reason of any breach of this Contract. Notwithstanding the limitation contained in this provision, Buyer's obligations under the provision entitled "Rights and Privileges of Buyer During Inspection Period" shall not be so limited. In the event Buyer does not restore the property as therein provided, the Earnest Money may be applied to the Seller's necessary expenses incurred to remedy the breach and if such amount is insufficient, then Buyer will be liable for damages in excess of that amount.

NOTICES:

Any notices required or permitted to be given under the terms of this Contract shall be considered properly made if sent certified or registered mail, return receipt requested, postage prepaid, to the parties at the addresses set forth below:

Seller:

c/o Piedmont Properties
SSH Associates, Inc.
1208 South Boulevard
Charlotte, NC 28203

DEFAULT BY SELLER- REMEDIES OF BUYER:

In the event Seller fails to comply with or perform any of the conditions to be complied with or any of the obligations to be performed by Seller under the terms of this Contract in any material manner or in the event any of the representations and warranties of Seller contained herein are not true and correct as of the day hereof and as of the date of closing, Buyer's remedies in the event of any breach of this Contract shall to: (i) terminate this Contract in which event all binder moneys held by Escrow Agent shall be immediately refunded to Buyer and/or (ii) seek specific performance of the terms of this Contract. Buyer shall have no right to sue Seller for any monetary damages it may have suffered by reason of any breach of this Contract.

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Seller: **c/o Piedmont Properties**
SSH Associates, Inc.
1208 South Boulevard
Charlotte, NC 28203

Buyer:

Attn.: Carrington Edmunds
Johnson Development Associates, Inc.
P.0. Box 3524
Spartanburg, SC 29304

Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

TIME IS OF THE ESSENCE:

As to the dates and times herein contained, time shall be deemed of the essence; provided, however, in the event any act is to be performed by either party within a time limit and the last day on which said act may be so performed falls on a Saturday, Sunday, or legal holiday, the deadline (including the date of closing) shall be extended to and include the next following work day and shall not be deemed a work day for the purposes of this Contract.

APPLICABLE LAW:

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

ENTIRE AGREEMENT:

This instrument contains the entire understanding and agreement by and between the parties hereto and all prior or contemporaneous oral or written agreements 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.

DUPLICATE ORIGINALS:

This Contract has been executed in duplicate originals, and Seller and Buyer each acknowledge receipt of one of the executed originals.

CAPTIONS AND HEADINGS:

The captions and headings throughout this Contract are for convenience and reference only, and the words contained therein shall in no way be held or deemed to

Buyer:

Attn.: Carrington Edmunds
Johnson Development Associates, Inc.
P.0. Box 3524
Spartanburg, SC 29304

Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

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define, limit, describe, explain, modify, amplify or add to the interpretations, construction or meaning of any provisions of or the scope or intent of this Contract nor in any way affect this Contract.

CONTINGENCIES:

1. This contract is contingent upon Buyer obtaining a clean environmental audit on the above referenced property at or prior to closing at Buyer's expense.

2. Seller has supplied to Buyer a copy of a survey delineating the property covered by this contract of sale.

Should any of the above conditions fail, then Buyer shall have the sole right to declare this Contract null and void or to extend the closing date for an additional thirty (30) day period in order to allow these contingencies to be satisfied.

Upon tender of a General Warranty Deed conveying fee simple insurable title to the property covered by this contract of sale to Buyer, with all stamps affixed thereto, free and clear of all liens, encumbrances, reservations, restrictions, and other than normal easements which do not unreasonably interfere with the Buyer's intended use of the property, at the time provided above, the Buyer agrees to comply fully with the terms of this Contract within the stipulated time.

MISCELLANEOUS:

(i) Earnest Money: The earnest money paid under this Contract shall be held by Piedmont Properties in an escrow account and settlement and all payments under this Contract shall be made through said escrow account.

(ii) Binding Nature: This Contract is binding upon ourselves, our heirs, executors, administrators, successors, or assigns. It is understood that this written Contract constitutes the entire contract between the parties hereto.

CONDITION TO SELLER'S OBLIGATIONS:

Landscaping: Buyer shall develop acceptable Landscape Plan relative to adjacent 1.12 acre site. This plan shall be developed within 30 days of acceptance of Sales Contract and submitted to Seller for approval, which approval will not be unreasonably withheld. This plan shall be consistent with Mecklenburg County code.

define, limit, describe, explain, modify, amplify or add to the interpretations, construction or meaning of any provisions of or the scope or intent of this Contract nor in any way affect this Contract.

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Upon tender of a General Warranty Deed conveying fee simple insurable title to the property covered by this contract of sale to Buyer, with all stamps affixed thereto, free and clear of all liens, encumbrances, reservations, restrictions, and other than normal easements which do not unreasonably interfere with the Buyer's intended use of the property, at the time provided above, the Buyer agrees to comply fully with the terms of this Contract within the stipulated time.

MISCELLANEOUS:

(i) Earnest Money: The earnest money paid under this Contract shall be held by Piedmont Properties in an escrow account and settlement and all payments under this Contract shall be made through said escrow account.

(ii) Binding Nature: This Contract is binding upon ourselves, our heirs, executors, administrators, successors, or assigns. It is understood that this written Contract constitutes the entire contract between the parties hereto.

CONDITION TO SELLER'S OBLIGATIONS:

Landscaping: Buyer shall develop acceptable Landscape Plan relative to adjacent 1.12 acre site. This plan shall be developed within 30 days of acceptance of Sales Contract and submitted to Seller for approval, which approval will not be unreasonably withheld. This plan shall be consistent with Mecklenburg County code.

Witness our Hands and Seals in duplicate the day and year first above written.

In the presence of:

As to Seller

Seller: SSH Associates, Inc.

By: _____

As to Buyer

Buyer: JOHNSON DEVELOPMENT ASSOCIATES, INC.

By: _____
A. Foster Chapman, President

c:\wpdocs\leases\con-ssh.jda

Witness our Hands and Seals in duplicate the day and year first above written.

In the presence of:

As to Seller

Seller: SSH Associates, Inc.

By: _____

As to Buyer

Buyer: JOHNSON DEVELOPMENT ASSOCIATES, INC.

By: _____
A. Foster Chapman, President

c:\wpdocs\leases\con-ssh.jda

LAND SURVEYOR

it* Fax Note	7671	Date 7/1/96	# of pages ▶ 2
		From Larry Pima	
spt.		Co.	
		Phone #	
869-594-5498		Fax #	

EXHIBIT "A"

TEMPORARY

CONC. MON.

523.02 TOTAL

184.36

N. 44-05-11 E.

YELLOW FREIGHT SYSTEMS, INC. 4701-568

~E.B. YOUNG~ 2791-525 & 3644-4

CONC. MON

N. 77-27-14 W. 338.66

7.+/- ~~8.02~~ ACRES TO ℄ ROAD (TOTAL)

6.9 Available

$ 350,000

6.6 Net of right of way

TAX MAP # 025-021-01

595.10

333.94

S. 50-30-50 W.

N 44° 42' 00" W 172.35'

1/2 ACRES LEASE LOT

N 45° 18' 00" E 265.05'

Leased

23113

1 STORY METAL BLDG.

1412

CONCRETE

UNPAVED

CONC. MON.

89.57

89.50

CONC. MON

1 RIW

S. 42-00 E

S. 44-42 E

R=2291.67

99.98

23.70

339.59

159.57

157.16

33.01

TRACK

SR 2483

S. 42-00 E

R=2121.67

340.23 TRUE

S. 44-42 E

REAMES RD.

RIW

P. 2484

BOUNDARY & PHYSICAL SURVEY OF

~8.02 ACRES~

A Portion of the S. W. Davis Estate

LONG CREEK TOWNSHIP, MECKLENBURG COUNTY, N.C.

LAND SURVEYOR

it® Fax Note 7671	Date 7/1/96	# of pages ▶ 2
reington Edwards	From Larry Prim	
ept.	Co.	
#	Phone #	
869-594-5498	Fax #	

EXHIBIT "A"

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N. 44-05-11 E.

N. 77-27-14 W. 338.66

E.B. YOUNG ~ 2711-525 & 3644-4

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7.+/- ~~8.02~~ ACRES TO ℄ ROAD (TOTAL)

6.9 Available

$ 350,000

6.6 Net of Right of way

TAX MAP # 025-021-01

851.57

801.50

YELLOW FREIGHT SYSTEMS, INC. 4701-568

N 44° 42' 00" W 172.35'

1 1/2 ACRES LEASE LOT

N 45° 18' 00" E 265.05'

Leased

1 STORY METAL BLDG.

CONCRETE

UNPAVED

CONC. MON.

CONC. MON / R/W

S 42-00 E 7120 R=22914.67 339.59 S 44-42 E 33.01

S 42-00 E 99.98 23.70 159.37 157.16 S 44-42 E

340.23 TOTAL

REAMES RD.

R/W

SR 2483

R. 2484

BOUNDARY & PHYSICAL SURVEY OF

~ 8.02 ACRES ~

A Portion of the S.W. Davis Estate

LONG CREEK TOWNSHIP, MECKLENBURG COUNTY, N.C.