

12/31/2007

duponbj

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

FEE: [illegible] 9487

DATE: 4/6/98

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

[redacted]

TYPE APPLICATION: X 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 #: 2463 B

PROJECT TRACKING #:

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 105-013-06 & aportion of 105-013-05

STREET ADDRESS: District Drive

LOT NUMBER:

X COMMERICAL ___ INDUSTRIAL

DESCRIBE TYPE OF BUSINESS:
± 35,000 STORAGE & DISTRIBUTION
Sym. Storage of Facility

NUMBER OF EMPLOYEES: 70
PER SHIFT: 1

TOWNSHIP (CHECK ONE):

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

Ref to 75.00 Lot 2nd plat Lnd 4/29/98 gc

HOW WILL WATER BE USED IN THE FACILITY:

X TOILETS/URINALS
X HANDSINK
X SHOWERS
___ FLOOR DRAINS

OTHER, PLEASE DESCRIBE:

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

TYPE OF WASTEWATER:
X SEWAGE
___ INDUSTRIAL PROCESS WASTE WATER

IF EXPANSION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED ADDITION:

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

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

BURIED CABLES, LANDFILLS, STUMPHOLES ___ YES X NO
EXISTING WASTE WATER SYSTEMS ___ YES X NO
EASEMENTS OR RIGHT-OF-WAYS ___ YES X NO
WELL SPRINGS OR WATERLINES ___ YES X NO
DESIGNATED WETLANDS ___ YES X 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: Potts & Burris LLC

NAME: Potts (LAST) James (FIRST) A. (MI)

ADDRESS: 13966 Buster Rd

CITY: Oakboro STATE: NC ZIP: 28129

DAYTIME PHONE: (704) 545-3667

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) —

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? Under Contract to Potts & Burris LLC

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: James A Potts

DATE: 4-6-98

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

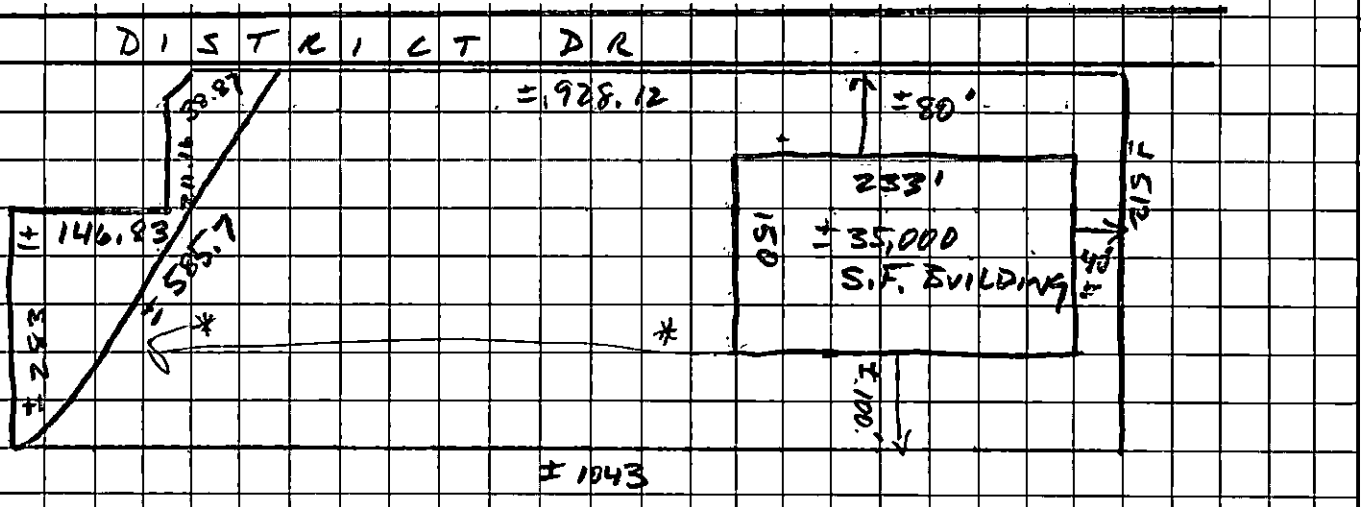
pd. 25.00 water 2nd site visit 4/29/98 gc

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

FILE: 24638

TC: 105-013-06, pt of 05

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.



*EXTEND INVESTIGATION TO RIGHT PROPERTY LINE

NEWELL - HICKORY GROVE RD

DMV

SITE IS ACROSS FROM DOT BUILDING

SCALE: SITE DIMENSIONS 1 SQUARE = 150 FT
BUILDING 1 SQUARE = 50 FT

TAX PARCEL: 105-013-06 & A PORTION OF 105-013-05

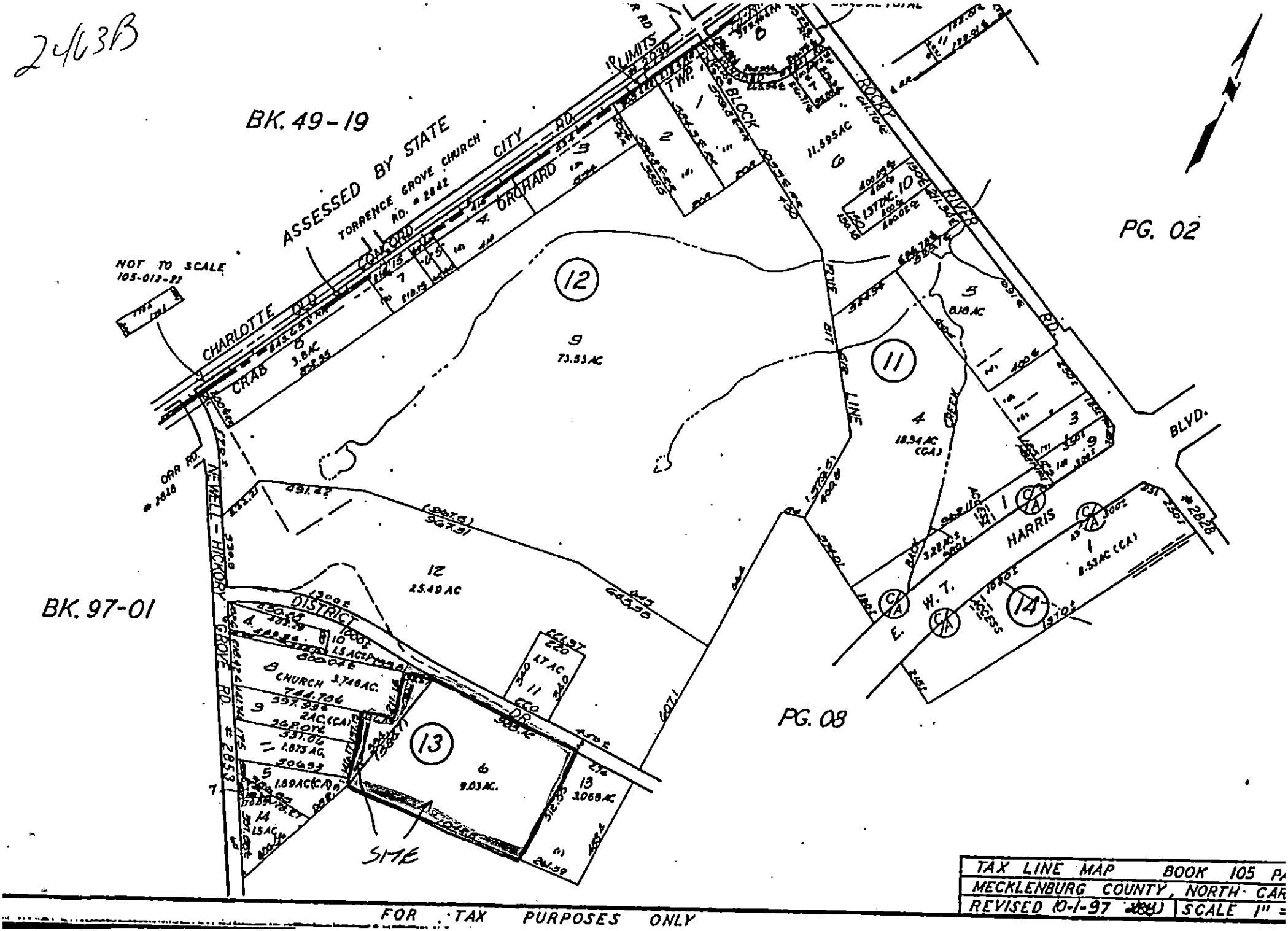
OWNER/AGENT SIGNATURE James A. Ross

DATE 4/6/98

APPROVAL DATE _____

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

2463


BK. 49-19
ASSESSED BY STATE
TORRENCE GROVE CHURCH RD. #2842
CITY LIMITS
CHARLOTTE DR.
CRAB ORCHARD
TWP. 1
BLOCK
ROCKY RIVER RD.
PG. 02
NOT TO SCALE
105-012-22
ORR RD. #2818
NEWELL-HICKORY GROVE RD. #2853
BK. 97-01
DISTRICT
CHURCH 3.748 AC.
SITE
HARRIS
W. T. HARRIS BLVD. #2828
PG. 08
TAX LINE MAP BOOK 105 PA
MECKLENBURG COUNTY, NORTH CAR
REVISED 10-1-97
SCALE 1" =
FOR TAX PURPOSES ONLY

CARTER

ONCOR WORLDWIDE REAL ESTATE SERVICES

3436

March 2, 1998

RECEIVED
MAR 04 1998
BY:

Mr. James Potts
Overhead Door Corporation
6824 Wilgrove-Mint Hill Road
Charlotte, NC 28227

Dear James:

I have enclosed two (2) originals of the contract. If you will please initial the changes and return one original to me so I can forward to the Sellers and retain one for your files. Please contact me if I can be of assistance during the due diligence process.

Sincerely,

Carter & Associates

Greg M. Copps, SIOR
Vice President

enclosures

Carter & Associates
4944 Parkway Plaza Boulevard, Suite 350, Charlotte, North Carolina 28217. 704/357-3253 Fax: 704/329-0792
ATLANTA • BIRMINGHAM • CHARLOTTE • FT. MYERS • GREENSBORO • JACKSONVILLE • NASHVILLE • ORLANDO • TAMPA • WINSTON-SALEM

SOUTHERN REAL ESTATE

2550 NationsBank Plaza / Charlotte, North Carolina 28280
(704) 375-1000 / Fax: (704) 375-2384

February 25, 1998

Mr. Greg M. Copps
Carter & Associates
4944 Parkway Plaza Boulevard
Suite 350
Charlotte, NC 28217

RE: Potts and Burris, LLC

Dear Greg:

Enclosed please find two (2) original contracts for the District Drive property, an Initial Agency Disclosure signed by Brice McLaughlin on behalf of the family, and the commission agreement between Carter and Southern Real Estate.

Please return one original contract to me after the approved changes have been initialed by your client.

Based upon your facsimile of February 16, 1998, we are proceeding with the understanding of that date as the effective date of contract.

Should you have any questions, please advise.

Sincerely,

David A. Kilpatrick

The Commercial Network

HART CORPORATION
INTERNATIONAL INDUSTRIAL REAL ESTATE

SIOR Individual Membership
SOCIETY OF INDUSTRIAL AND OFFICE REALTORS®

CCIM Individual Member

ADDENDUM "A"

The Addendum is hereby incorporated by reference and made a part of the attached Contract between John B. McLaughlin and wife Margaret A. McLaughlin and the John T. McLaughlin Estate as Seller, and Potts and Burris, LLC and/or assigns as Buyer. If in any way this Addendum contradicts the terms of the attached Contract, the Addendum and its terms shall override said Contract.

1. Buyer shall pay Five thousand ($5,000.00) Dollars earnest money by Personal Check to be held within Carter & Associates of the Carolinas, L.L.C. (hereinafter referred to as "Carter") escrow account. Buyer must be able to obtain a loan commitment on or before ~~forty-five (45)~~ 30 days from the written acceptance of both parties to this Contract effective through the date of Closing for a conventional loan in the principal amount of $400,000.00 for a term of ten years at an interest rate not to exceed 10% per annum with no mortgage discount points. Buyer agrees to use its best efforts to secure such a commitment. Thereafter the Buyer shall have an additional sixty (60) day period in which to investigate the property for suitability for their purposes (the "Investigation"). Within five (5) days after the execution of the Contract, Seller will be required to turn over copies of all plans, soil reports, engineering reports, title insurance policies, title information, environmental studies, zoning information and other information reasonably requested and in possession of Seller that concerns the subject property. In addition, Buyer shall be free to enter onto the property to conduct soil reports, topography plans, environmental studies and any other studies regarding the Property that Buyer, in its sole discretion, deems necessary.

   If Buyer, at its sole discretion, finds the Property is not satisfactory for its purposes at any time during the Investigation Period, Buyer may rescind the Contract by giving written notice of the termination of Contract to Carter. If after the Investigation Period there has been no written notification of termination, the Five thousand ($5,000.00) Dollars earnest money shall be non-refundable and credited toward the Purchase Price at Closing. If Buyer fails to close the transaction, the Five thousand ($5,000.00) Dollars shall be paid to Seller by Carter, as Seller's sole remedy and as full liquidated damages. In the event Buyer terminates the Contract within the Investigation Period, Buyer shall receive the Five thousand ($5,000.00) Dollars.

2. All notices, requests and other communications required herein shall be in writing and shall be deemed to have been duly received, if delivered, or mailed first class, postage prepaid, by certified mail, return receipt requested, addressed to:

   Seller: The Estate of John T. McLaughlin
   1224 Hartford Avenue
   Charlotte, NC 28209

   Buyer: Potts & Burris, LLC
   13966 Buster Road
   Oakboro, NC 28129

With Copy to:	Gregory M. Copps Carter & Associates 4944 Parkway Plaza Blvd. Suite 350 Charlotte, NC 28217	David Kilpatrick Southern Real Estate One NationsBank Plaza 25th Floor Charlotte, NC 28280

3. Seller warrants and represents that to the best of its knowledge the Property, and all other improvements thereon, have not been used as a landfill, dump or other depository of waste, and no hazardous, toxic or controlled substances, including specifically asbestos, PCB's, petroleum products and other controlled products and chemicals (as defined by Federal, State and Local laws and regulations), have been stored, contained or spilled on the Property or any improvements thereon. Furthermore, no underground storage tanks for petroleum or other products exist or to the best of Seller's knowledge were ever present on the Property. In the event that (a) Seller has used the Property or (b) Seller has knowledge or notice that the Property has been used to store, bury, deposit, place, dump, discharge, spill, release or otherwise dispose of any such toxic waste or toxic substance and/or radio-active material, then Seller warrants to save and hold Buyer harmless and free from any and all liability and damage arising thereunder, including without limitation, reasonable attorneys fees. In the event that such discovery is made prior to Closing, Buyer may, at its election at any time prior to Closing upon giving notice in the manner herein provided, terminate this Contract, in which event both parties shall be relieved and released from all liability, the earnest money, plus all accrued interest thereon, shall be forthwith refunded by Seller to Buyer.

4. This agreement is further contingent upon the results of an environmental site assessment showing no evidence of adverse environmental impact due to past or present use of the premises or releases of hazardous materials on the premises. The environmental assessment shall be performed by an environmental engineering firm selected by Buyer and at Buyer's expense. The Buyer may provide a copy of the assessment to the Buyer's lending institution and any party who will be involved in repairing or correcting any adverse environmental impact found. Seller consents to the taking of any samples deemed necessary or appropriate by the testing firm. In the event the environmental assessment is not satisfactory to the Buyer or the Buyer's lender in their sole discretion, then Buyer may at its election at any time prior to Closing and upon giving notice in the manner herein provided, terminate this Contract, in which event both parties shall be relieved and released from all liability, and the earnest money, plus all accrued interest thereon, shall be refunded by the Seller to the Buyer.

5. The sale is contingent upon the result of soils analysis. The obligation of the Buyer to consummate the Closing hereunder is further conditioned and contingent upon the Buyer being able to obtain a satisfactory report regarding the load bearing strength and compactibility of the soils upon the subject property. The soils analysis shall be conducted by a soils engineer of the Buyer's choosing and at the Buyer's expense. The soils analysis shall demonstrate that the soils existing on the property have sufficient load bearing strength to support the structures intended to be constructed on the property as designed and specified by the Buyer without excavation and removal of more than one foot of topsoil and that the soil has sufficient compaction strength to support the building and structure.

6. Survey and Inspection. Sale is contingent upon the Buyer obtaining a satisfactory survey and surveyor's certificate finding no encroachments, shortages in area, or boundary line conflicts, and that all recorded easements and right-of-ways have been correctly platted, that such existing easements, right-of-ways and proposed right-of-ways do not interfere with or hamper the Buyer's plan to construct an office and warehouse facility consisting of 25,000 square feet on the subject property and the operation of such a facility and that no other defects of survey exist. The Property has access to a public roadway and to gas, electric, and telephone utilities, and the location and size of such utilities are correctly shown on such survey and such utilities are on abutting streets and roads; the zoning of the Property is proper for the improvements intended to be constructed thereon by the Buyer or its assigns; there are no violations of zoning ordinances and applicable laws containing minimum setback provisions, covenants and restrictions of record; the Property is not located in a 100 year flood plain or identified as a "flood prone area" as defined by the United States Department of Housing & Urban Development pursuant to the Flood Disaster Protection Act of 1973, as amended, and as reflected by any flood insurance rate map panel.

7. Availability of Water. The subject Property must have a natural source of potable, uncontaminated water in sufficient quantities for the Buyer's intended uses.

8. Septic Tank. The soil conditions must be such as to pass all county and state percolation requirements and sufficient to support a septic tank and field drainage system sufficient for the Buyer's intended use of the Property.

9. Closing to take place no later than thirty (30) says from the expiration of the Investigation Period, or sooner, at the Buyer's sole discretion.

10. The sales price of Five Hundred Thousand Dollars ($500,000.00) is based upon the Property consisting of between 10.28 and 10.48 acres. A survey shall be drawn at Buyer's expense to determine the exact acreage to be sold. The survey shall be drawn by a licensed North Carolina surveyor. In the event the surveyed acreage is not within the above stated range, the final sales price shall be adjusted based upon Fifty Thousand Dollars ($50,000.00) per acre for the 9.03 ± acres on District Drive and Forty Thousand Dollars ($40,000.00) per acre for the adjacent property (the "two triangles") to be conveyed as part of this sale.

11. Buyer's obligations hereunder are further contingent upon Seller's execution of a duplicate original hereof and delivering a fully executed original to Buyer not later than 5:00 p.m. on February 13, 1998. If the Seller's acceptance is not incurred in such time and manner, this offer by Buyer shall be null and void.

12. Buyer will furnish a copy of the survey to Seller.

BCM J.P. 3.9.98

IN WITNESS WHEREOF, this Addendum is duly executed and agreed to as of the date specified below by each of the Parties.

DATE:

Acknowledged by:

Seller: John B. McLaughlin, and wife
Margaret A. McLaughlin and
the John T. McLaughlin Estate

2/12/98, 1998

By: _____
Its: _____

John B McLaughlin
John B. McLaughlin

Margaret A McLaughlin
Margaret A. McLaughlin

John T. McLaughlin Estate by Bruce McLaughlin

Buyer: Potts & Burris, LLC and/or assigns

2-3-98, 1998

By: James A. Potts
Its: President

Broker: Carter & Associates

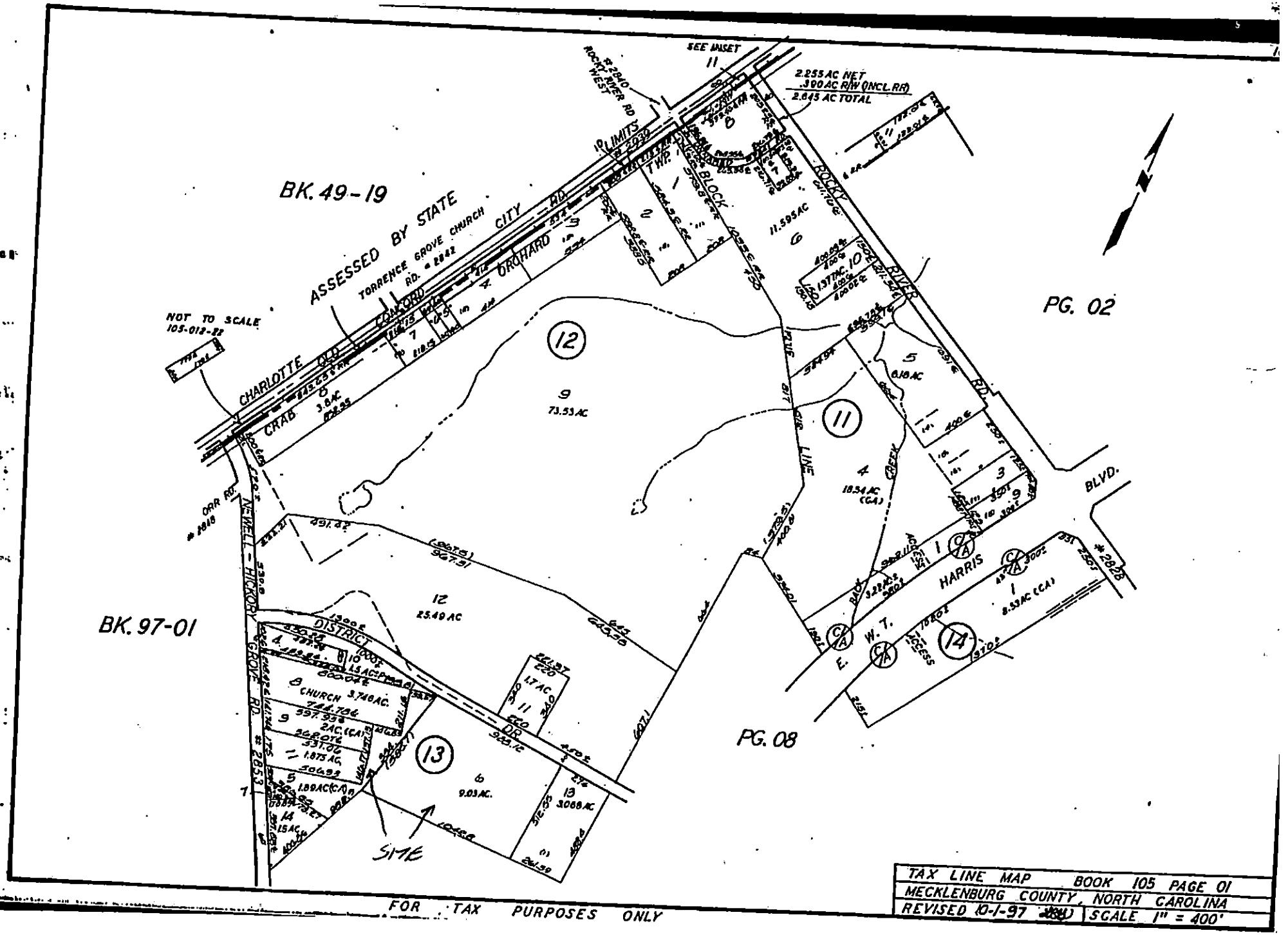
2/2, 1998

By: _____
Its: _____

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

The 10.38 acres is comprised of a 9.03 acre tract and the adjoining tract of 1.35 acres as is designated on the Mecklenburg County Tax Map, recorded in Book 105 at Page 01 appended hereto as the "site".


BK. 49-19
BK. 97-01
PG. 02
PG. 08
ASSESSED BY STATE
TORRENCE GROVE CHURCH RD. # 2842
CHARLOTTE OLD CONCORD RD.
CRAB ORCHARD RD.
ROCKY RIVER RD WEST
SEE INSET 11
CITY LIMITS
TWP BOUNDARY
STREET BLOCK
ROCKY RIVER RD.
NOT TO SCALE
105-013-22
ORR RD. # 2818
NEWELL - HICKORY GROVE RD. # 2853
DISTRICT DR
CHURCH 3.748AC.
2AC. (CA)
1.875 AC.
1.89AC (CA)
1.5AC
SITE
2.255 AC NET
.390 AC R/W (INCL RR)
2.645 AC TOTAL
11.595AC
1.37AC. 10
6.18AC
18.54AC (CA)
HARRIS
W. T. E.
ACCESS
BLVD. # 2828
8.53AC (CA)
73.53AC
25.49AC
9.03AC.
3.068AC
1.7AC
3.28AC±
TAX LINE MAP BOOK 105 PAGE 01
MECKLENBURG COUNTY, NORTH CAROLINA
REVISED 10-1-97
SCALE 1" = 400'
FOR TAX PURPOSES ONLY

PROPOSED PLOT PLAN

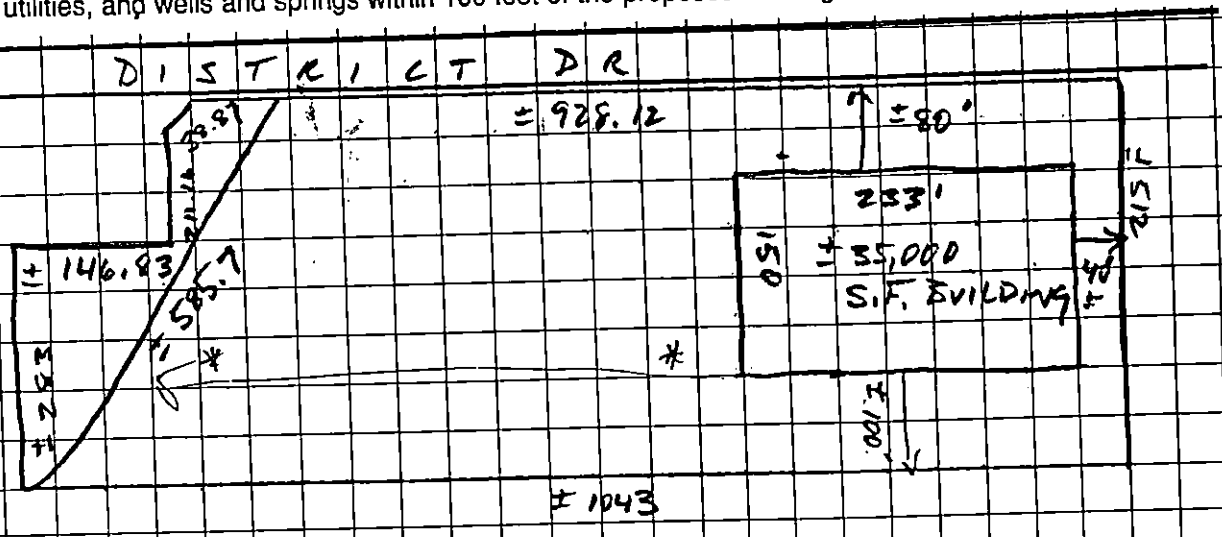
1.0 ac 3rd site visit 4/29/98 SC

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

FILE: 24638

TC: 105-013-06 pt 05

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.



HWY 16 KOKY SMOKE RD

NEWELL -

DMV

SITE IS ACROSS FROM DOT BUILDING

SCALE: SITE DIMENSIONS 1 SQUARE = 50 FT

BUILDING 1 SQUARE = 50 FT

TAX PARCEL: 105-013-06 & A PORTION OF 105-013-05

James R. Potts

OWNER/AGENT SIGNATURE

DATE 4/6/98

APPROVAL DATE _____

Pink - Owner's Copy

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

Sheet 1
PROPERTY ID #: 105-013-006
COUNTY: _____

#2 24638

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Second Site Visit

OWNER: Falls Burris LLC APPLICANT: _____
ADDRESS: 13966 Buster Road Lakeview APPLICATION DATE: _____ DATE EVALUATED: _____
PROPOSED FACILITY: _____ PROPOSED DESIGN FLOW (.1949): _____ PROPERTY SIZE: 2.6 more ± PROPERTY RECORDED: _____
LOCATION OF SITE: Duplin Dr.
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	2-6% Slopes .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-4"	gr/sc/	Fr/SEXP/SS/SP	746" TO soil wetness	46"	N/A	None	PS .21 59/ft² IV
		4-49"	SBK/SC	Fi/SEXP/SS/P					
2	LS	0-6"	gr/sr/	Fr/SEXP/SS/SP	746" TO soil wetness	46"	N/A	None	PS .21 59/ft² IV
		6-46"	SBK/SC	Fi/SEXP/SS/P					
3	LS	0-3"	gr/sc/	Fr/SEXP/SS/SP	737" TO soil wetness	37"	N/A	None	PS .25 59/ft² IV
		3-37"	SBK/SC	Fi/SEXP/SS/P					
4	LS	0-3"	gr/sr/	Fr/SEXP/SS/SP	742" TO soil wetness	42"	N/A	None	PS .21 59/ft² IV
		3-42"	SBK/SC	Fi/SEXP/SS/P					

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable LSS
EVALUATED BY: W. A. Medlin 5-5-95
OTHER(S) PRESENT: R. Petroff

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

Sheet 2
PROPERTY ID #:
Lot # :
File # : 2463B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: APPLICANT: DATE EVALUATED:
ADDRESS: PROPERTY SIZE:
PROPOSED FACILITY: PROPOSED DESIGN FLOW (.1949): PROPERTY RECORDED:
LOCATION OF SITE:
WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LAND-SCAPE POSITION/ SLOPE %	HORI-ZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941)		OTHER PROFILE FACTORS				PROFILE CLASS & LTAR
			.1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	.1942 SOIL WEINESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	
5	LS	0-5"	gr/sl	Fr/SEXP/SS/SP	746" TO soil wetness	46"	N/A	None	US
		5-32"	SBM/SC	Fi/SEXP/SS/SP					
		32-46"	SBM/C	vFi/MixOg/SS/P					
6	LS	0-5"	gr/sl	Fr/SEXP/SS/SP	735" TO soil wetness	35"	N/A	None	US
		5-35"	SBK/SC	vFi/Mixog/SS/P					
7	LS	0-6"	gr/sl	Fr/SEXP/SS/SP	732" TO soil wetness	32"	N/A	None	US
		6-32"	SBK/C	vFi/EXP/SS/P					
8	LS	0-4"	gr/sl	Fr/SEXP/SS/SP	736" TO soil wetness	36"	N/A	None	US
		4-22"	SBM/SC	Fi/SEXP/SS/P					
		22-36"	SBK/SBM/SC	Fi-vFi/Mixog/SS/P					

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

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948):
EVALUATED BY:
OTHER(S) PRESENT:

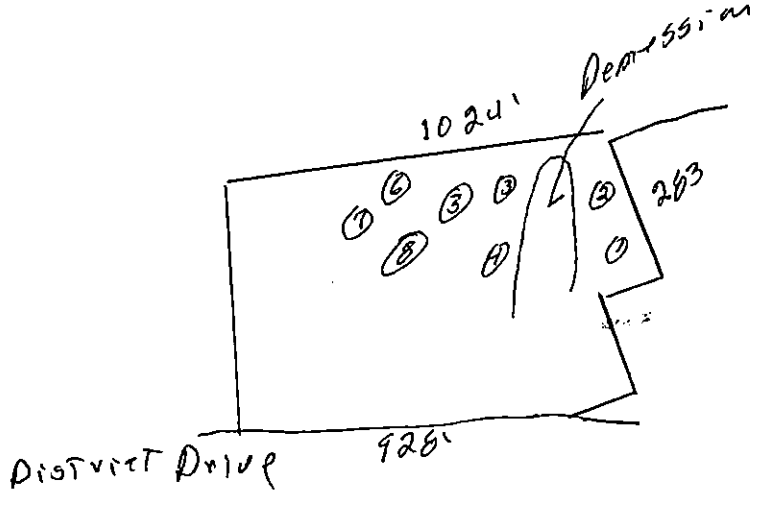
FILE #2463B

COMMENTS 1102 Repair - Second site

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR
R-RIDGE	I	S-SAND	1.2-0.8
S-SHOULDER SLOPE		LS-LOAMY SAND	
L-LINEAR SLOPE			
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6
N-NOSE SLOPE		L-LOAM	
H-HEAD SLOPE			
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM	
T-TERRACE		CL-CLAY LOAM	
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM	
	IV	SC-SANDY CLAY	0.4-0.1
		SIC-SILTY CLAY	
		O-ORGANIC	

CONSISTENCE	
MOIST	WET
VFR-VERY FRIABLE	NS-NON-STICKY
FR-FRIABLE	SS-SLIGHTLYSTICKY
FI-FIRM	S-STICKY
VFI-VERY FIRM	VS-VERY STICKY
EFI-EXTREMELY FIRM	NP-NON-PLASTIC
	SP-SLIGHTLYSTICKY
	P-PLASTIC
	VP-VERY PLASTIC

STRUCTURE	MINERALOGY
SG-SINGLE GRAIN	SLIGHTLY EXPANSIVE
M-MASSIVE	
CR-CRUMB	EXPANSIVE
GR-GRANULAR	
SBK-SUBANGULAR BLOCKY	
ABK-ANGULAR BLOCKY	
PL-PLATY	
PR-PRISMATIC	



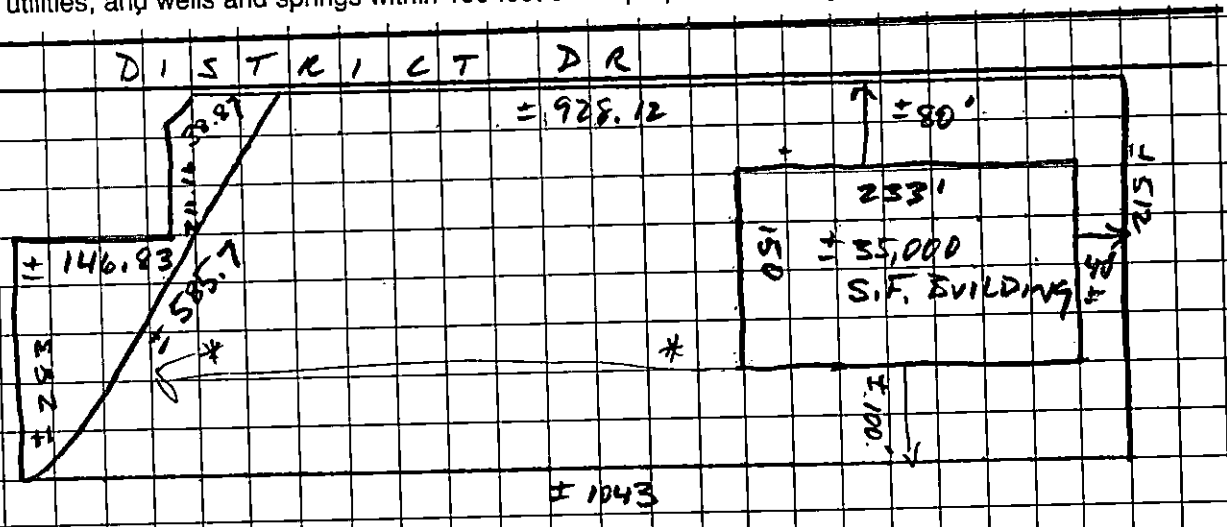
PROPOSED PLOT PLAN

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

FILE: 2463

TC: 105-013-06, p/o 05

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*EXTEND INVESTIGATION TO RIGHT PROPERTY LINE

MILLBROOK GROVE RD

DMV

SITE IS ACROSS FROM DOT BUILDING

SCALE: SITE DIMENSIONS 1 SQUARE = 50 FT
BUILDING 1 SQUARE = 50 FT

TAX PARCEL: 105-013-06 & A PORTION OF 105-013-05

OWNER/AGENT SIGNATURE James R. Peters

DATE 4/6/98

APPROVAL DATE _____

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

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

400 #2

Sheet 1
PROPERTY ID #: 105-013-506
COUNTY: 24638

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM
Second Site Visit

OWNER: Potts & Burris, LLC APPLICANT: _____
ADDRESS: 13966 Beatties Ford Rd Charlotte APPLICATION DATE: _____ DATE EVALUATED: _____
PROPOSED FACILITY: _____ PROPOSED DESIGN FLOW (.1949): _____ PROPERTY SIZE: 2.6 acres ±
LOCATION OF SITE: Derita Dr. PROPERTY RECORDED: _____
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	2-50 slopes .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-4"	gr/sc/	Fv/SEXPSS/SD	746" To 50:1 wetness	46"	N/A	None	PS .2 75%/FL IV
		4-46"	SBK/SC	Fi/SEXP/SID					
2	LS	0-6"	gr/sr/	Fv/SEXP/SSSP	746" To 50:1 wetness	46"	N/A	None	PS .2 75%/FL IV
		6-46"	SBK/ SC	Fi/SEXP/SID					
3	LS	0-3"	gr/ sc/	Fv/SEXP/SS/SP	737" To 50:1 wetness	37"	N/A	None	PS .25%/FL IV
		3-37"	SBK/ SC	Fi/SEXP/SID					
4	LS	0-3"	gr/sr/	Fv/SEXP/SSSID	742" To 50:1 wetness	42"	N/A	None	PS .2 75%/FL IV
		3-42"	SBK/SC	Fi/SEXP/SID					

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Unsuitable PS
EVALUATED BY: W. A. Mullis LSS 5-5-99
OTHER(S) PRESENT: B. Retroff

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

Sheet 2
PROPERTY ID #: _____
Lot # : _____
File # : 2463B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: _____ APPLICANT: _____
ADDRESS: _____ DATE EVALUATED: _____
PROPOSED FACILITY: _____ PROPOSED DESIGN FLOW (.1949): _____ PROPERTY SIZE: _____
LOCATION OF SITE: _____ PROPERTY RECORDED: _____
WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LAND-SCAPE POSITION/ SLOPE %	HORI-ZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
5	LS	0-5"	gr/sl	Fr/SEXP/ss/sp	746" TO soil wetness	46"	N/A	None	US
		5-32"	sBK/sc	Fi/SEXP/s/vp					
		32-46"	sBK/c	vFi/ mixed/s/p					
6	LS	0-5"	gr/sl	Fr/SEXP/ss/sp	735" TO soil wetness	35"	N/A	None	US
		5-35"	sBK/sc	vFi/mixed/vsp					
7	LS	0-6"	gr/sl	Fr/ SEXP/ss/sp	732" TO soil wetness	32"	N/A	None	US
		6-32"	sBK/ c	vFi/EXP/vs/vp					
8	LS	0-4"	gr/sl	Fr/ SEXP/ss/sp	736" TO soil wetness	36"	N/A	None	US
		4-22"	sBK/ sc	Fi/ SEXP/s/vp					
		22-36"	sBK/ABK/ sc	Fi-vFi/mixed/vsp					

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

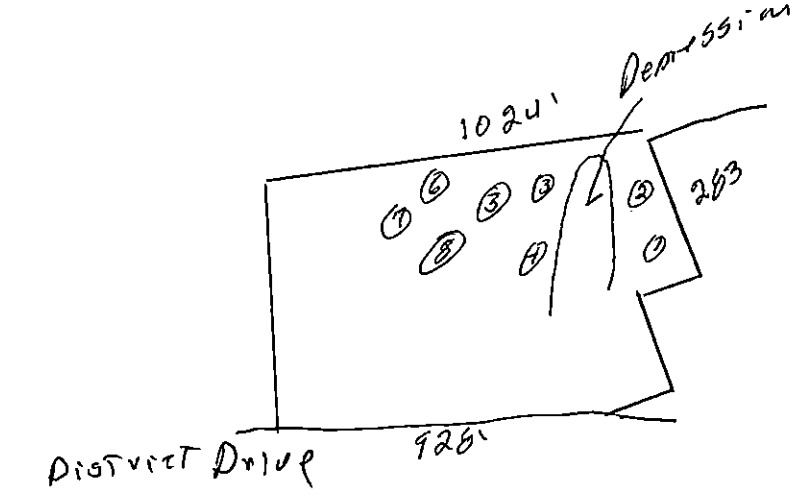
OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): _____
EVALUATED BY: _____
OTHER(S) PRESENT: _____

FILE #2463B

COMMENTS 1004 Repair - Second site

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR	CONSISTENCE MOIST	CONSISTENCE WET
R-RIDGE	I	S-SAND	1.2-0.8		
S-SHOULDER SLOPE		LS-LOAMY SAND		VFR-VERY FRIABLE	NS-NON-STICKY
L-LINEAR SLOPE				FR-FRIABLE	SS-SLIGHTLYSTICKY
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6	FI-FIRM	S-STICKY
N-NOSE SLOPE		L-LOAM		VFI-VERY FIRM	VS-VERY STICKY
H-HEAD SLOPE				EFI-EXTREMELY FIRM	NP-NON-PLASTIC
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3		SP-SLIGHTLYSTICKY
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM			P-PLASTIC
T-TERRACE		CL-CLAY LOAM			VP-VERY PLASTIC
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM			
	IV	SC-SANDY CLAY	0.4-0.1		
		SIC-SILTY CLAY			
		O-ORGANIC			

STRUCTURE	MINERALOGY
SG-SINGLE GRAIN	SLIGHTLY EXPANSIVE
M-MASSIVE	
CR-CRUMB	EXPANSIVE
GR-GRANULAR	
SBK-SUBANGULAR BLOCKY	
ABK-ANGULAR BLOCKY	
PL-PLATY	
PR-PRISMATIC	



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

Sheet 1
PROPERTY ID #: P0105-013-0
Lot # :
File # : 2463B

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

#2 (40)

OWNER: Potter & Burris, LLC
APPLICANT:
DATE EVALUATED: 4-24-98
ADDRESS: 13966 Potter Road Oakboro N.C.
PROPOSED FACILITY: Warehouse
PROPOSED DESIGN FLOW (.1949): 1750gpd / PROPERTY SIZE: approx 1.0 ac
PROPERTY RECORDED:
LOCATION OF SITE: Distant Drive
WATER SUPPLY: ☑ Private ☐ Public ☐ Well ☐ Spring ☐ Other
EVALUATION METHOD: ☑ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☑ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	Slopes 2-8% .1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	.1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	.1943 SOIL DEPTH	.1956 SAPRO CLASS	.1944 RESTR HORIZ	PROFILE CLASS & LTAR
1	LS	0-4"	gr/sl	Fr/SEXPl/SS/SP	748" To soil wetness	48"	N/A	None	PS .2 gal/Ft IV
		4-9"	SBK/SCl	Fr/SEXPl/SS/SP					
		9-48"	SBK/SC	Fi/SEXPl/SP					
2	LS	0-5"	gr/scl	Fr/SEXPl/SS/SP	748" To soil wetness	46"	N/A	None	PS .3 gal/Ft IV
		5-40"	SBK/C	Fi/SEXPl/SP					
		40-46"	SBK/SC	Fi/SEXPl/SP					
3	LS	0-4"	gr/scl	Fr/SEXPl/SS/SP	748" To soil wetness	48"	N/A	None	PS .3 gal/Ft IV
		4-46"	SBK/C	Fi/SEXPl/SP					
4	LS	0-5"	gr/scl	Fr/SEXPl/SS/SP	748" To soil wetness	48"	N/A	None	PS .3 gal/Ft IV
		5-48"	SBK/C	Fi/SEXPl/SP					
5	LS	0-7"	gr/scl	Fr/SEXPl/SS/SP	748" To soil wetness	48"	N/A	None	PS .3 gal/Ft IV
		7-36"	SBK/C	Fi/SEXPl/SP					
		36-46"	SBK/Cl	Fr/SEXPl/SS/SP					

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

OTHER FACTORS (.1946):
SITE CLASSIFICATION (.1948): Unsuitable
EVALUATED BY: W.A. Medlin
OTHER(S) PRESENT:

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

Sheet 2
PROPERTY ID #: _____
Lot # : _____
File # : 2463B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: _____ APPLICANT: _____
ADDRESS: _____ DATE EVALUATED: _____
PROPOSED FACILITY: _____ PROPOSED DESIGN FLOW (.1949): _____ PROPERTY SIZE: _____
LOCATION OF SITE: _____ PROPERTY RECORDED: _____
WATER SUPPLY: ☐ Private ☐ Public ☐ Well ☐ Spring ☐ Other _____
EVALUATION METHOD: ☐ Auger Boring ☐ Pit ☐ Cut
TYPE OF WASTEWATER: ☐ Sewage ☐ Industrial Process ☐ Mixed

PROFILE #	.1940 LANDSCAPE POSITION/ SLOPE %	HORIZON DEPTH (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE/ MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS & LTAR
6	LS	0-8"	gr/sc/	Fr/SEAP/SS/SP	742" TO 30:1 wetness	42"	N/A	None	PS .26 gal/ft² IV
		8-42"	SBK/C	Fi/SEAP/SP					
		no chroma 2 observed,							
		water coming in hole							
		from apparent restrictive soil horizon							
7	LS	0-7"	gr/sc/	Fr/SEAP/SS/SP	748" TO 30:1 wetness	48"	N/A	None	PS .275 gal/ft² IV
		7-48"	SBK/C	Fi/SEAP/SS/P					
8	LS	0-6"	gr/sc/	Fr/SEAP/SS/SP	742" TO 30:1 wetness	42"	N/A	None	PS .39 gal/ft² IV
		6-42"	SBK/SC	Fi/					

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

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): _____
EVALUATED BY: _____
OTHER(S) PRESENT: _____

COMMENTS: Well Repair

LEGEND

use the following standard abbreviations

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

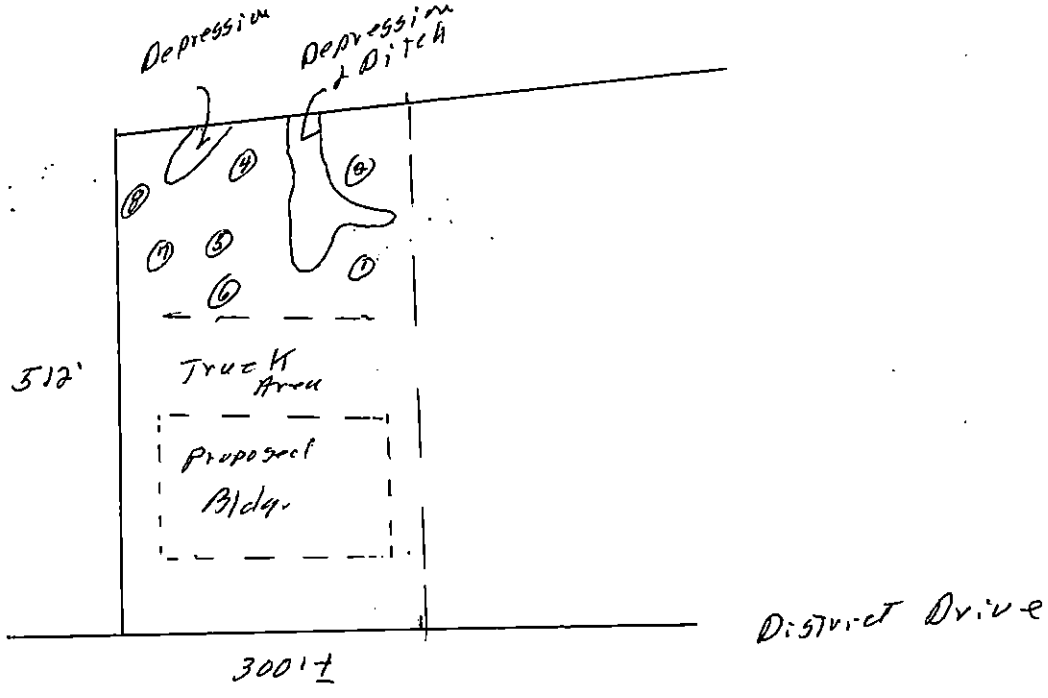
OTES

ORIZON DEPTH	In inches below natural soil surface
EPTH OF FILL	In inches from land surface
ESTRICTIVE HORIZON	Thickness and depth from land surface
APROLITE	S(suitable) or U(unsuitable)
OIL 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).

24638



N

CHARLOTTE REGION COMMERCIAL BOARD OF REALTORS®

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT made this 6th day of January, 19 98, by and between Potts and Burris, LLC and/or assigns ("Buyer"), and John B. McLaughlin and wife Margaret A. McLaughlin and the John T. McLaughlin Estate ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Broker(s)"** shall mean:

Southern Real Estate ("Listing Agency"),

David Kilpatrick ("Listing Agent")

Acting as: ☒ Seller's Agent; ☐ Dual Agent

and Carter & Associates ("Selling Agency"),

Greg M. Copps ("Selling Agent").

Acting as: ☒ Buyer's Agent: ☐ Seller's (Sub) Agent; ☐ Dual Agent

(b) **"Closing"** shall occur on or before See Addendum "A", 19____ or

(c) **"Earnest Money"** shall mean Five thousand and no/100's Dollars($5,000.00) or terms as follows: Earnest money will be paid by check.

Upon acceptance of this contract, the Earnest Money shall be promptly deposited in Broker's escrow account, to be applied as part payment of the purchase price of the Property at the time sale is closed, or disbursed as agreed upon under the provisions of Section 9, herein.

(d) **"Examination Period"** shall mean the period beginning on the date hereof and extending through ____ 199 ____, or

See Addendum "A"

(e) "Intended Use" shall mean the use of the Property for the following purpose: Industrial Commercial

(f) "Property": (Address) District Drive
Charlotte, North Carolina

(Legal Description/Description) Approximately 10.38 acres known as Mecklenburg County tax ID #'s 105-013-06 and ~~105-013-12~~. a portion of 105-013-05 BOM J.P. 3-9-99

☐ If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference as if fully set forth herein, together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

(g) "Purchase Price" shall mean the sum of Five hundred thousand and no/100's ~~Based on the total acreage of 10.38 acres.~~ Dollars ($500,000.00). 2/9/99 BOM
payable on the following terms:

J.P. 3-9-99 (i) Cash in the amount of _____ Dollars ($_____)

(ii) Proceeds of a new Loan in the amount of _____ Dollars ($_____)

Buyer must be able to obtain a firm commitment for this loan on or before See Addendum "A", 199___ effective through the date of closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of Lender's decision.

(iii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of: N/A _____ Dollars ($_____)

being payable over N/A months in equal monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of N/A percent(N/A %) per annum, with the first principal payment beginning on the first day of the month next succeeding the date of Closing. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. A partial prepayment will be credited against the next installment of principal due. In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies will be limited to foreclosure of the property and collection of attorney's fees, if any, provided for in the promissory note and deed of trust.

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Section 9. Earnest Money Disbursement. In the event this offer is not accepted, or in the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, 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 this offer is accepted and Buyer breaches this Agreement, then the earnest money shall be forfeited, but such forfeiture 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 licensed real estate broker, the broker is required by state law to retain said earnest money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction.

Section 10. Closing. The Closing shall consist of the execution and delivery by Seller to Buyer of a General Warranty Deed and other documents customarily executed by a seller in similar transactions, including without limitation, an owner's affidavit, lien waiver forms and a non-foreign affidavit, and the payment by Buyer to Seller of the Purchase Price in accordance with the terms of the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price or as otherwise provided in Section 1(c). The Closing shall be held at the office of Buyer's attorney or such other place as the parties hereto may mutually agree.

Section 11. Notices. Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(h) as to Seller and in Section 1(i) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 12. Entire Agreement. This agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 13.Adverse Information and Compliance with Laws.

(a) **Seller Knowledge.** Seller has no knowledge of (i) condemnation(s) or assessment(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property.

(b) **Compliance.** To the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any Agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceeding pending or threatened against the property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Disclosure.** There is no significant adverse fact or condition known to Seller relating to the Property or the Intended Use which has not been specifically disclosed in writing by Seller to Buyer.

Section 14. Survival of Representations and Warranties. All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 15. Applicable Law. This Agreement shall be construed under the laws of the State in which the Property is located.

Section 16. Tax-Deferred Exchange. In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE CHARLOTTE REGION COMMERCIAL BOARD OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES. IF YOU DO NOT FEEL THIS DOCUMENT MEETS YOUR NEEDS, YOU MAY WISH TO CONSULT YOUR ATTORNEY

BUYER:

Individual

_____ (SEAL)

_____ (SEAL)

Business Entity

Potts & Burris
(Name of Firm)

By: _____ (SEAL)

Title: President

SELLER: John B McLaughlin
Margaret A McLaughlin

Individual John T McLaughlin by Brian C McLaughlin

_____ (SEAL)

_____ (SEAL)

Business Entity

_____
(Name of Firm)

By: _____ (SEAL)

Title: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Date: _____

_____
(Name of Firm)

By: _____

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(iv) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of $ N/A and evidenced by a note bearing interest at the rate of _____ percent (N/A %) per annum, or N/A

(h) "Seller's Notice Address" shall be as follows:

The McLaughlin Estate
1224 Hartford Avenue
Charlotte, North Carolina 28209

except as same may be changed pursuant to Section 10.

(i) "Buyer's Notice Address" shall be as follows:

Potts & Burris, LLC
6824 Wilgrove Mint-Hill Road
Charlotte, North Carolina 28227

except as same may be changed pursuant to Section 10.

(j) "Brokerage." Seller and Buyer acknowledge that they shall be responsible for commissions as set forth in their respective agreements with Broker(s), if any. Should any other claim for commission be asserted, each party hereby expressly agrees to indemnify and hold the other harmless with respect thereto to the extent that such indemnifying party is shown to have been responsible for the creation of such claim.

☒ (k) If this block is marked, additional terms of this Agreement are set forth on Exhibit "B" attached hereto and incorporated herein by reference.

Section 2. Proration of Expenses and Payment of Costs. Seller and Buyer agree that all property taxes, leases, rents, mortgage payments and utilities or any other assumed liabilities, if any, shall be prorated as of the date of Closing. Seller shall pay deed stamps and other conveyance fees or taxes, and Buyer shall pay recording costs, costs of any title search, title insurance, survey and N/A

Section 3. Sale of Property. Seller agrees to sell the Property for the Purchase Price set forth above.

Section 4. Payment of Purchase Price. Buyer shall pay the Purchase Price in accordance with all the Terms and conditions of this contract.

Section 5. Title. Seller agrees to convey fee simple marketable title to the Property by general warranty deed, subject only to the exceptions hereinafter described. Seller represents and warrants that Seller is the fee simple owner of the Property, and at Closing, Seller shall deliver to Buyer good and marketable fee simple title to said Property, free and clear of all liens, encumbrances and defects of title other than zoning ordinances affecting the Property, utility easements of record serving the Property, taxes not yet due and payable, road rights-of-way of record and those other encumbrances, reservations, restrictions and easements and other exceptions set forth on Exhibit C attached hereto ("Permitted

Section 6. Conditions. This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions:

(a) New Loan. The Buyer must be able to obtain the loan, if any, referenced in Section 1(g)(ii).

(b) Qualification for Financing. If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, then this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) Title Examination. After the date of execution of this Agreement by Seller, Buyer shall, at Buyers expense, cause a title examination to be made of the Property before the end of the Examination Period, as defined in Section 1(d). In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable, then the Buyer shall immediately notify the Seller in writing of all such title defects and exceptions, as of the date Buyer learns of the title defects, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, the Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) Intended Use. Seller represents and warrants that, to the best of Seller's knowledge, use of the Property for its Intended Use will not violate any private restrictions or governmental regulations. If Buyer determines, prior to the date of Closing, that use of the Property for its Intended Use will violate any such private restrictions or governmental regulations, then Buyer may terminate the agreement by written notice and receive a return of the Earnest Money, and neither party shall then have any further obligations in connection with this Agreement.

(e) Same Condition. If the Property is not in substantially the same condition as of the date of the offer, reasonable wear and tear excepted, then the Buyer may terminate the Agreement and receive a return of the Earnest Money.

(f) Inspections. Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Paragraph and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. Except as provided in Section 6(c) above, Buyer shall have from the date of acceptance through the end of the Examination Period to perform the above inspections, examinations and testing to determine if the Property is suitable for the Intended Use. If, prior to the expiration of the Examination Period, Buyer determines that the Property is unsuitable, in Buyer's sole discretion, and provides written notice to Seller thereof, then this Agreement shall terminate, and Buyer shall receive a return of the Earnest Money.

Section 7. Environmental. Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "Hazardous Substance" pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec. 1251, et. seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec 1371), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et.seq. (42 U.S.C. Sec. 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec 9601, et. seq. (42 U.S.C. 9601). Seller further states that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of Property.

Section 8. Risk of Loss/Damage/Repair. Until the Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. In the event the Property is damaged so that the Property cannot be conveyed in substantially the same condition as it was prior to Closing, Buyer may elect to terminate this Agreement, and the Earnest Money shall be returned to the Buyer. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

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