



Administrative Site Review Application

Development Services Customer Service Center • One Exchange Plaza, Suite 400 | Raleigh, NC 27601 | 919-996-2495

This form is required when submitting site plans as referenced in Unified Development Ordinance (UDO) Section 10.2.8. Please check the appropriate building types and include the plan checklist document when submitting.

Office Use Only: Transaction #: <u>ASR-0079-19</u>		Planning Coordinator: _____	
Building Type		Site Transaction History	
<input checked="" type="checkbox"/> Detached <input type="checkbox"/> Attached <input type="checkbox"/> Apartment <input type="checkbox"/> Townhouse	<input checked="" type="checkbox"/> General <input type="checkbox"/> Mixed use <input checked="" type="checkbox"/> Open lot <input type="checkbox"/> Civic	Subdivision transaction #: _____ Sketch transaction #: _____ Certificate of Appropriateness #: _____ Board of Adjustment #: _____ Zoning Case #: _____ Administrative Alternate #: _____	
GENERAL INFORMATION			
Development name: <u>AJA-Office Building</u>			
Inside City limits? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Property address(es): <u>0 Windy Hill Drive Raleigh NC 27609</u>			
Site P.I.N.(s): <u>1716651123</u>			
Please describe the scope of work. Include any additions, expansions, and change of use. <u>New 3500 sf office building with associated parking lot and amenities, existing lot is vacant.</u>			
Current Property Owner/Developer Contact Name: NOTE: please attach purchase agreement when submitting this form.			
Company: <u>JMJM Development and Holding Company LLC</u>		Title: <u>Owner</u>	
Address: <u>4909 Windy Hill Drive Raleigh NC 27609</u>			
Phone #: <u>(919) 815-8753</u>		Email: <u>jmjmddevelopmentholding@gmail.com</u>	
Applicant Name: <u>Andre Johnson</u>			
Company: <u>Andre Johnson Architect</u>		Address: <u>PO Box 14637 Raleigh NC</u>	
Phone #: <u>919.661.6935</u>		Email: <u>andre@andrejohnsonarchitect.com</u>	

DEVELOPMENT TYPE + SITE DATE TABLE
(Applicable to all developments)

SITE DATA	BUILDING DATA
Zoning district (if more than one, please provide the acreage of each): OX-3	Existing gross floor area (not to be demolished): 0
	Existing gross floor area to be demolished: 0
Gross site acreage: 0.37 Acres	New gross floor area: 3600
# of parking spaces required: 9	Total sf gross (to remain and new): 3600
# of parking spaces proposed: 9	Proposed # of buildings: 1
Overlay District (if applicable): n/a	Proposed # of stories for each: 2
Existing use (UDO 6.1.4): Vacant	
Proposed use (UDO 6.1.4): Office	

STORMWATER INFORMATION

Existing Impervious Surface: Acres: _____ Square Feet: 510	Proposed Impervious Surface: Acres: _____ Square Feet: 9581
Is this a flood hazard area? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, please provide: Alluvial soils: _____ Flood stu _____ FEMA Map Panel #: _____	
Neuse River Buffer <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Wetlands <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No

RESIDENTIAL DEVELOPMENTS

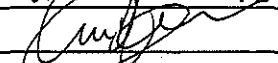
Total # of dwelling units: n/a	Total # of hotel units: n/a
# of bedroom units: 1br: _____ 2br: _____ 3br: _____ 4br or more: _____	
# of lots: _____	Is your project a cottage court? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SIGNATURE BLOCK

In filing this plan as the property owner(s), I/we do hereby agree and firmly bind ourselves, my/our heirs, executors, administrators, successors, and assigns jointly and severally to construct all improvements and make all dedications as shown on this proposed development plan as approved by the City of Raleigh.

I hereby designate Patrick Perez - NV5 (patrick.perez@nv5.com) to serve as my agent regarding this application, to receive and response to administrative comments, to resubmit plans on my behalf, and to represent me in any public meeting regarding this application.

I/we have read, acknowledge, and affirm that this project is conforming to all application requirements applicable with the proposed development use. I acknowledge that this application is subject to the filing calendar and submittal policy, which states applications will expire after 180 days of inactivity.

Signature: 	Date: 10/16/19
Printed Name: Andre Johnson	



Administrative Site Review Checklist

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Use this checklist as a guide for Administrative Site Review submittals requirements.
This checklist must be submitted with your application.

MAILED NOTIFICATION REQUIREMENTS

Mailed notice is required for projects that:

1. Include new buildings greater than 25,000 square feet, or additions that represent a 10% increase in building area or 25,000 square feet (whichever is greater), AND;
2. The subject property is located within 100 feet of a property that is zoned: R-1, R-2, R-4, R-6, R-10

If your project requires mailed notice, [click here to download the letter template](#) and other helpful information.

Please check one of the following:

Yes, my project meets the mailed notification requirement and my letters are provided with this application.

The mailed notification is not applicable for my project. *N/A*

GENERAL REQUIREMENTS Applicant to provide the following plan information:	APPLICANT		CITY STAFF		
	YES	N/A	YES	NO	N/A
1. Cover sheet and/or second sheet: include project name and location; site data table (<i>include Property Identification Numbers (PINs), Zoning, Overlay District(s), Frontage Type, Current Use(s), Proposed Use(s), Building Square Footage(s), residential density and unit data, existing and proposed parking calculations</i>); general notes; sheet index and legend defining symbols with north arrow; contact information for owner, applicant, and all consultants; vicinity map no smaller than 1"=500" and no larger than 1"=1000'; and adopted zoning conditions (if any)	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Existing conditions sheet: including, but not limited to - graphic scale; site size with meets and bounds; setbacks/ build-to lines; existing structures; utilities and easements; topography, infrastructure (<i>adjacent streets with names and r/w width, sidewalks, water, and sewer</i>); built improvements (<i>parking, driveways, alleys</i>); and vegetation	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3. Demolition plan: Clearly indicate items to be removed	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
4. Proposed site plan: including but not limited to – north arrow and graphic scale; show and distinguish between existing and proposed conditions (<i>structures, streets, driveways, parking, storage areas, service areas, etc.</i>); setback/build-to lines; proposed property lines; streetscape; mechanical equipment (<i>HVAC, generators, etc.</i>); sidewalks, walkways, trails; solid waste facilities; parking and parking calculations (<i>UDO Section 7.1.2</i>); amenity area (<i>UDO Section 1.5.3</i>); open space and/or greenways; transition protective yard (<i>UDO Section 7.2.4</i>); Site Data (<i>Square footages for proposed and existing uses; Parking calculations; amenity area calculations; Setback/Build-to; transitional protective yard type (UDO Section 7.2.4.A); street protective yard type (UDO Section 7.2.4.B)</i>)	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Please continue to page two >

GENERAL REQUIREMENTS Applicant to provide the following plan information:	APPLICANT		CITY STAFF		
	YES	N/A	YES	NO	N/A
5. Proposed grading plan: including but not limited to - Limits of land disturbance; grading; structural improvements with finished floor elevations; stream buffers with labels; labeled impervious surfaces (and calculations); tree protection fencing information; retaining walls with top and bottom of wall; stormwater ponds, bioretention facilities, etc.	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6. Proposed stormwater plan: include preliminary stormwater quantity and quality summary and calculations package. If not required, provide notes indicating such and reference UDO section on front cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Proposed Utility Plan: All utilities (shown underground); above ground utilities and equipment with required screening (<i>UDO Section 7.2.5.D.</i>); include Fire	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Lighting Plan: Pole mounted fixture locations and details (with height labeled to top of fixture; building mounted fixture locations; graphics and notes conveying compliance with UDO Section 7.4	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Proposed tree conservation plan: for secondary tree conservation areas, include two copies of the tree cover report completed by a certified arborist, NC licensed landscape architect, or NC registered forester. If not required, provide notes indicating such and reference UDO section on front cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Proposed landscape plan: (<i>UDO Section 7.2</i>) including but not limited to – existing vegetation to remain; proposed landscaping meeting minimum size and species mixing requirements; plant list; label yard types; show and label parking lot landscaping (<i>UDO Section 7.1.7.</i>) include existing and/or proposed parking lot light fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Architectural Elevations showing existing and/or proposed building height per UDO Section 1.5.7., 2.3, 3.2., and 3.3., transparency per UDO Section 1.5.9., 2.3 and 3.2, and blank wall area per UDO Section 1.5.10.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: Revisions to previously approved site plans must contain the following minimum information:

REQUIREMENTS FOR REVISIONS TO EXISTING SITE PLANS Applicant to provide the following plan information:	APPLICANT		CITY STAFF		
	YES	N/A	YES	NO	N/A
1. Provide documentation showing Development Services Staff have approved the proposed site plan changes as a revision	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide narrative of the proposed revisions on the cover page and modify the project name to include revision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. List date of previously approved site plan.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Cloud areas of proposed change on all applicable sheets, and provide a legend specifying the proposed changes on all applicable sheets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide updated site data table including building square footages, parking calculations, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Provide documented history of impervious surfaces with dates	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NORTH CAROLINA

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

WAKE COUNTY

THIS AGREEMENT, including any and all addenda attached hereto ("*Agreement*"), is by and between ANDRE JOHNSON ARCHITECT, PLLC, a North Carolina professional limited liability company, or a newly-formed North Carolina limited liability company owned and under the same common control as the foregoing PLLC (the "*Buyer*"), and ACCOUNTANTS PAD, LLC, JACK M. STANCIL, REGINALD L. DUPREE and HENRY L. WHITE (collectively, the "*Seller*").

NOW THEREFORE, 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 agrees as follows:

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

(a) "*Property*": shall mean that certain unimproved real property located at 0 Windy Hill Drive, Raleigh, Wake County, North Carolina 27609, consisting of approximately .39 acres and identified as Wake County PIN # 1716651123, all as more fully described on Exhibit A, attached hereto and incorporated herein by reference.

(b) "*Purchase Price*": shall mean the sum of [REDACTED] Dollars payable on the following terms:

(1) "*Earnest Money*" shall mean [REDACTED] Dollars [REDACTED], or terms as follows: Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with Bailey & Dixon, LLP, Attention: Jeffrey D. McKinney (the "*Escrow Agent*"), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. The Earnest Money may be placed by the Escrow Agent in an interest-bearing trust account, and any interest earned thereon shall be applied as part payment of the Purchase Price of the Property at Closing.

(2) "*Proceeds of a new loan*" the balance of the Purchase Price, shall be paid at Closing with the proceeds of a new loan obtained by Buyer, as more particularly described in Section 6(a) above. Buyer shall pay all costs associated with any such loan.

(c) "*Closing*" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur within sixty (60) days from the Contract Date, defined below; provided, that, in the event of an extension of the Examination Period, defined below, the Closing date may also be extended accordingly. **TIME IS OF THE ESSENCE AS TO THE CLOSING.**

(d) "*Contract Date*" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "*Examination Period*" shall mean the period beginning on the first day after the Contract Date and extending through 5:00 pm EST on the date that is forty-five (45) days from the Contract Date, subject to any extensions in accordance with the terms herein or as otherwise may be agreed to by the parties in writing. **TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.**

(f) "*Broker*" shall mean: TradeMark Properties, Inc. ("*Listing Agency*"), Michael Keen, License #14105 ("*Listing Agent*"), acting as *Seller's Agent*.

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

Buyer Initials JA

Seller Initials

Handwritten signatures and initials: JKM, RWD, JMS. A stamp reads "Page 1 of 8".

(h) "Buyer's Notice Address" shall be as follows, except as the same may be changed pursuant to Section 12, below:

172 Mine Lake Court
Suite 200
Raleigh, NC 27615
andre@andrejohnsonarchitect.com

2. Sale of Property and Payment of Purchase Price. Subject to the terms and conditions herein, Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

3. Proration of Expenses and Payment of Costs.

(a) Seller and Buyer agree that all property taxes (on a calendar year basis) or utilities, if any, shall be prorated as of the date of Closing. Within seven (7) business days from the Contract Date, Seller shall deliver to Buyer copies of documentation or other information necessary to determine a breakdown of what property taxes and utilities shall be due at Closing.

(b) Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

(c) Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement. Except as expressly provided herein or as otherwise expressly agreed by Buyer in writing, Buyer shall not be responsible for any other expenses, costs, or fees.

(d) Each party shall pay its own attorneys' fees.

4. Deliveries.

(a) Within seven (7) business days from the Contract Date, Seller, without charge to Buyer, shall deliver to Buyer copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records, copies of all presently effective warranties or service contracts related to the Property, and copies of any documentation, surveys, reports, tests, or other information obtained by or provided to Seller during any examination, inspection, or due diligence period pursuant to any other contracts or agreements for the purchase and sale of the Property within the past two (2) years.

(b) In the event Seller fails to deliver the documents and information described in the immediately preceding subsection within the deadline set forth therein, then Buyer may elect, in Buyer's discretion, to extend the Examination Period.

(c) Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. In the event Seller does not deliver the material information set forth above to Buyer.

(d) If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any.

5. Evidence of Title. Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively

"Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

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

(a) **New Loan.** The Buyer must be able to obtain the loan referenced in Section 1(b)(ii) in an amount sufficient to pay the balance of the Purchase Price (after accounting for application of the Earnest Money) and on such other terms and conditions as may be satisfactory to Buyer. Notwithstanding, after thirty (30) days from the Contract Date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) *This section intentionally omitted.*

(c) **Title Examination.** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, 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, then 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 in North Carolina. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition.** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections.**

(1) 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, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential,

Buyer Initials CS

Seller Initials mw mw RLD JMS

to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e)(1) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing.

- (2) If Buyer terminates this Agreement for any reason other than Seller default, then, upon the release of the Earnest Money back to Buyer, Buyer shall provide to Seller (subject to the ownership and copyright interests of the preparer thereof and any confidentiality obligations therein) a copy of any survey or other report regarding the Property prepared by or at the request of Buyer survey to Seller; provided, that, Buyer may provide the copy of such survey or report in "portable document format" (.pdf) form without any liability or cost to Buyer and without any warranty or representation by Buyer as to the contents, completeness, accuracy or correctness thereof; provided, further, the delivery of any such survey or report to Seller shall not constitute a condition to any right of Buyer to a return of the Earnest Money pursuant to the terms of this Agreement.

(f) Seller shall not be in breach or default of this Agreement, including without limitation any breach or default related to (1) the representations and warranties of Seller contained in this Agreement, which shall be true and correct when made and as of the date of Closing; and (2) Seller shall have performed and observed in all material respects all covenants and agreements of this Agreement to be performed and observed by Seller as of the date of Closing, including without limitation, timely providing all deliverables under Section 4, above, and making any and all applicable disclosures pursuant to Section 15, below.

(g) IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.

7. **Leases.** Seller affirmatively represents and warrants that there are no leases ("Leases") affecting the Property.

8. **Environmental.** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, 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 Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) 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 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

9. **Risk of Loss/Damage/Repair.** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. 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.

10. **Earnest Money Disbursement.**

Buyer Initials

SA

Seller Initials

Page 4 of 8
RD JMS

(a) In the event that any condition hereto, including without limitation any condition set forth in Section 6, above, is not satisfied (unless Buyer, in its sole and absolute discretion waives such condition in an express writing signed by Buyer), then Buyer may terminate this Agreement and the Earnest Money shall be refunded to Buyer.

(b) In the event that Buyer chooses to terminate this Agreement and not purchase the Property, in accordance with Section 6(g), above, then the Earnest Money shall be refunded to Buyer.

(c) In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach.

(d) In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e)(1) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(e) In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

(f) Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

11. **Closing.** At or before Closing, Seller shall deliver to Buyer a special warranty deed and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

12. **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 (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the

Buyer Initials GA

Seller Initials HW HW RD JD

addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

13. **Counterparts; Entire Agreement.** This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. 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. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

14. **Enforceability.** This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

15. **Adverse Information and Compliance with Laws.**

(a) **Seller Knowledge:** Except as may be set forth on Exhibit B, attached hereto and incorporated herein by reference, Seller has no actual knowledge of any (i) condemnation(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; (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property; or (v) pending or confirmed owners' association special assessments. For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

(b) **Compliance:** Except as may be set forth on Exhibit B, to Seller's actual knowledge, (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 proceedings 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.

16. **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.

17. **Applicable Law.** This Agreement shall be construed under the laws of the State of North Carolina.

18. **Assignment.** This Agreement is freely assignable unless otherwise expressly provided in writing signed by both parties. For the avoidance of doubt, Buyer may assign its rights under this Agreement to a newly-formed entity under the same ownership or common control as the entity identified as Buyer above, without any requirement to obtain Seller's prior approval of the same. Within a reasonable time period after Buyer has formed such new entity, Buyer shall provide the name and other relevant information for such entity to Seller.

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19. **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; 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.

20. **Memorandum of Contract.** Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

21. **Authority.** Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

22. **Brokers.** Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

23. **Attorneys' Fees.** If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and court costs incurred in connection with the proceeding.

BUYER:

ANDRE JOHNSON ARCHITECT, PLLC, a
North Carolina professional limited liability company

By: [Signature]
Name: Andre L. Johnson, President/Owner
Date: March 15, 2019 3-26-19

SELLER:

By: [Signature]
Name: ACCIDENTALS PAD LLC
Title: MEMBER
Date: 3-21-19

By: [Signature]
Name: HENRY L. WHITE
Date: 3-21-19

By: [Signature]
Name: FERDINAND L. DUDREE
Date: 3/22/19

By: [Signature]
Name: SACK M. STANCIU
Date: 3-25-19

EXHIBIT A

Legal Description of Property

Buyer Initials _____

Seller Initials