



Town Hall: POB 970, 4117 Oak Ridge Road, Summerfield, NC 27358
ph: 336-643-8655 / fax: 336-643-8654 / www.summerfieldgov.com

Z O N I N G B O A R D A G E N D A

DECEMBER 18, 2013, 7:00PM, SFD COMMUNITY CENTER

1. Call to order
2. Introductions
3. Consent agenda:
 - A. Approval of agenda
 - B. Approval of 11/25/13 minutes
4. Preliminary plat approval: Birkhaven Phase 6
5. Public hearing/action regarding Ordinance Affecting the Regulation of Abandoned, Nuisance, and Junked Vehicles
6. Other business (as needed)
7. Adjourn



Z O N I N G B O A R D M I N U T E S

NOVEMBER 25, 2013, 7:00PM, SFD COMMUNITY CENTER

The meeting was called to order at 7:09pm by Nancy Hess with the following present:

Zoning Board

Staff

Nancy Hess, Chair
Jeff Davis
Dick Feulner
Scott Henson
Kathy Rooney

Julie Reid, Interim Town Planner
William Rozell, Town Attorney
Scott Whitaker, Town Manager
Valarie Halvorsen, Town Clerk

Feulner made a motion to formally excuse Trudy Whitacre and admit alternate Scott Henson, seconded by Rooney, which carried unanimously.

CONSENT AGENDA

- A. Approval of agenda: Henson motioned to approve the agenda, with the addition of Birkhaven Phase 6 subdivision case. The motion was seconded by Davis and carried unanimously.
- B. Approval of minutes: As Hess and Henson were not present at the 9/23/13 and therefore would not vote on the approval, Rooney motioned to postpone approval of the minutes to next meeting, seconded by Feulner, which carried unanimously.

PUBLIC HEARING

Rezoning Case 02-13 (applicant: Combs, Incorporated; location: 3302-R3 Oak Ridge Rd. north of terminus of Briardenn Dr. within the Birkhaven subdivision)

Reid presented the case, noting the applicant is requesting a rezoning from AG Agricultural District in a Watershed III Protection Area to RS-40 Residential Single Family District in a Watershed III Protection Area. Both the watershed regulations and the zoning regulations of the Development Ordinance apply to this parcel.

Reid described levels of compliance with several policy areas of the Comprehensive Plan, and noted there was some discrepancy in the interpretation of average minimum lot size in the Watershed Regulations of the Development Ordinance and described three interpretations.

Reid stated all primary conservation areas should be set aside with no disturbance allowed, and should not be included in home lots.

Feulner inquired as to how the lot size discrepancy would be resolved. Reid said the third interpretation appeared to be used most often in Summerfield, and it allows for a reduction in all lot sizes by averaging in the required open space lot(s) required by Section 5-13-5 of the Development

Ordinance. There is no provision for averaging minimum lot sizes within the RS-40 district where the requirement for open space is ten (10) percent for 5-24 lots. Reid further noted the UDO Rewrite clarifies the issue, but the current one does not. Rozell stated the interpretation was not important for the rezoning, but could be addressed during the subdivision review.

Hess opened the public hearing at 7:35pm.

Proponents

Chris Rohrer of Land Solutions, 200 S. Regional Road in Greensboro, feels the request for rezoning meets the requirements of the Development Ordinance and the Comprehensive Plan, and is consistent with and similar to nearby projects. He noted there was no one in opposition at the open house and asked the Board for a recommendation of approval.

Opponents

(none)

Feulner commented on the poor print quality of the packet materials.

Hess closed the public hearing at 7:44pm.

Board Discussion

Hess asked about the conditions that were placed on previous phases; Reid said they would not necessarily carry over to the new phase, as there may be different deed restrictions and changes to the Development Ordinance between approvals.

Responding to a query from Feulner, Reid stated a maximum of 60 units were approved in the original 2006 CU-RS-40 rezoning, which was to be split out over five phases, and approval of this rezoning would add 17 additional lots, for a total of 77. Reid said it is conceivable that adjacent land could be developed, leading to more lots accessing the proposed road. Feulner is concerned with the public safety aspects of only having one entrance/exit, particularly if other developments access the road from stub outs. Reid noted lack of a secondary access is a common concern, so it is reasonable to consider the "likely yield" of the entire area.

There was brief discussion about potential secondary access points.

Feulner asked Reid to discuss how the request does not comply with the Comprehensive Plan. Reid stated Policy Area 6 states "The RS-40 District is intended for application on land tracts that are predominantly free of environmental constraints" and this property has significant environmental constraints, but noted this can be addressed during the subdivision consideration, as it relates to lot configuration. While the applicant identified more conservation area than required, it does not include the entire primary conservation area. Regarding open space dedication, it is unclear if it will be in a conservation trust or an easement. Applicant Kevan Combs stated an HOA would be established to regulate open space and future bylaws would limit tree clearing.

Davis asked if it was appropriate to ask about the number of homes; Rozell responded by reminding the group of its charge to focus on the rezoning aspects and not the subdivision parameters.

Rooney made a motion to approve Rezoning Case 02-13 AG and rezone the subject property from



Agricultural District in a Watershed III Protection Area to RS-40, Residential Single Family District in a Watershed III Protection Area, and further stated it as reasonable, in the public interest, and consistent with the Comprehensive Plan's section about private property rights. Rozell advised Rooney to be more specific; Whitaker requested the citation of a particular plan policy. Rooney restated her motion to include that the rezoning request meets Policy 6.1 of the Comprehensive Plan, which states "Residential development in Summerfield should remain mostly low density, single-family detached housing." Feulner offered a friendly amendment adding three conditions: 1) Require confirmation that the fire department has no safety concerns with the number of homes and only one access; 2) Require the same from EMS; and 3) Require that all slopes of 15% or greater be part of primary conservation area.

Kevan Combs objected to the third condition, stating heavily-sloped areas would have basements.

Rooney accepted the amendment, which was seconded by Feulner. Hess asked about the 15% slope condition; Rozell stated that could be discussed during the subdivision consideration but not now. Feulner withdrew the third condition regarding 15% slopes; Rooney accepted. There was discussion about conditions #1 and #2, but a recess from 8:16pm to 8:27pm followed prior to a vote.

Hess opened the floor for public comments at 8:27pm.

Kevan Combs stated providing a secondary access would involve several other property owners and would result in loss of connectivity. He noted subdivisions throughout the local area and in North Carolina have higher densities yet only one access, and felt it is not reasonable to include a secondary access now. He felt the proposal was responsible and suitable for Summerfield and wanted to develop the property in phases, eventually connecting back to Oak Ridge Road, and added that NCDOT has ultimate authority on roadways.

Hess reminded that there was an open motion and a second on the floor, and that the applicant had agreed to conditions #1 and #2 concerning safety input from the fire department and EMS. Reid agreed that staff would draft a letter to each entity requesting an opinion. Hess called for a vote.

The motion to approve Rezoning Case 02-13 AG and rezone the subject property from Agricultural District in a Watershed III Protection Area to RS-40, Residential Single Family District in a Watershed III Protection Area was noted as being reasonable, in the public interest, and consistent with Policy 6.1 of Comprehensive Plan. This final motion included two conditions requiring: 1) confirmation that the fire department has no safety concerns with the number of homes and only one access; and 2) confirmation of the same from EMS. It was approved unanimously.

Hess closed the floor to public comments at 8:39pm.

Subdivision Plan Birkhaven Phase 6: Hess motioned to table the item until the next Zoning Board meeting in order to get responses from the Fire Department and EMS, a decision on the Rezoning from Town Council, and full subdivision maps. The motion was seconded by Feulner and carried unanimously. There was discussion about holding a Special Call meeting to address the item sooner.

Recess from 8:50 to 8:53pm.



PUBLIC HEARING

Abandoned, Nuisance, and Junked Vehicle Ordinance

Hess opened the public hearing at 8:53pm.

Whitaker stated Code Enforcement Officer John Ganus drafted the ordinance, which was reviewed by the Town Attorney. Following brief discussion of what constitutes an abandoned vehicle and who enforces towing based on vehicle location, Reid suggested that Board members compile a list of questions/concerns that Mr. Ganus can address.

With no further business before the board, Hess made a motion at 9:08pm to recess meeting until December 11, 2013, 7:00pm at Town Hall. The motion was seconded by Henson, and carried unanimously.

Nancy Hess, Chair

Valarie Halvorsen, Town Clerk

Town of Summerfield
Birkhaven Phase Six Subdivision Report
Staff report: Julie A. Reid, Interim Town Planner

Owner: Dorothy Gilmor (contract pending)
6606 Coventry Pt.
Austell, GA 30168

Applicant: Combs, Incorporated (Kevin Combs)
P.O. Box 790
Oak Ridge, NC 27310

Location: The proposed site is approximately one half mile south on Birkhaven Drive Road from Oak Ridge Road, then right on Braelands Drive, then right on Briardenn Drive. The current road dead ends into the subject property. Guilford County Tax Parcel 0149857.

Parcel Size: 25.001 Acres

Number of Lots: 17 residential lots, 2 lots designated open space/common area and 1 lot designated as open space

Zoning: Existing AG-Agricultural in a Watershed III Protection Area
Pending rezoning RS-40 Residential in a Watershed III Protection Area

Source of Water and Sewage Treatment: The lots will be served by on-site wells and septic tank systems on each lot

Submittals:

The required submittals include the Preliminary Plat with all required data, Environmental Inventory, Street Data, a Watershed Development Plan, a utility layout plan and Erosion Control Plans. The initial submittal was incomplete. The second submittal had most of the required documents. The surveyor has indicated his desire to submit Erosion and Sedimentation plans during the construction plans phase instead of at the time of the preliminary plat. All fees have been received.

Environmental Features:

The Primary Conservation Area identified on the plat includes slopes in excess of 15%. A stream and required buffer are also shown.

The soils map submitted in the environmental inventory appears to be incorrect. Both the Guilford County GIS (copy of map attached to the environmental review) and the North Carolina Extension services soils survey show a different set of soils. I have attached the soils chart showing the restrictions for septic tank systems.

Floodplain: The property is not located in Special Flood Hazard area as determined by the Federal Emergency Management Agency and shown on NC FIRM Panel 3710782900J dated June 18, 2007.

Topography: The site is characterized by wooded rolling slopes on the western portion of the site and steeper slopes exceeding 15% on the eastern portion of the site sloping down to a stream.

Protected Natural Areas and Wildlife Habitats: No protected areas of wildlife habitats have been identified on this site.

Archaeological and Historic Sites: No Archaeological and Historic Sites have been identified on this site.

Woodlands : Three general areas of existing tree stands exist, alternating from Evergreens in the western portion of the site, then transitioning into hardwoods for the eastern part of the site. One stand of pines is centered at the west edge of the primary conservation area and is surrounded by hardwoods.

Farm land: There is no evidence of past or present agricultural activities on the site.

Scenic Roads: There is no designated scenic by-ways located on this property.

Plan Review – Engineering: The plans submitted are under review at this time by the Town's consulting engineer.

Transportation: In the previous five phases of Birkhaven, there a number of street connections left open at the perimeter of the subdivisions. All such connections should provide a temporary cul-de-sac to enable emergency vehicles to turn around without backing up.

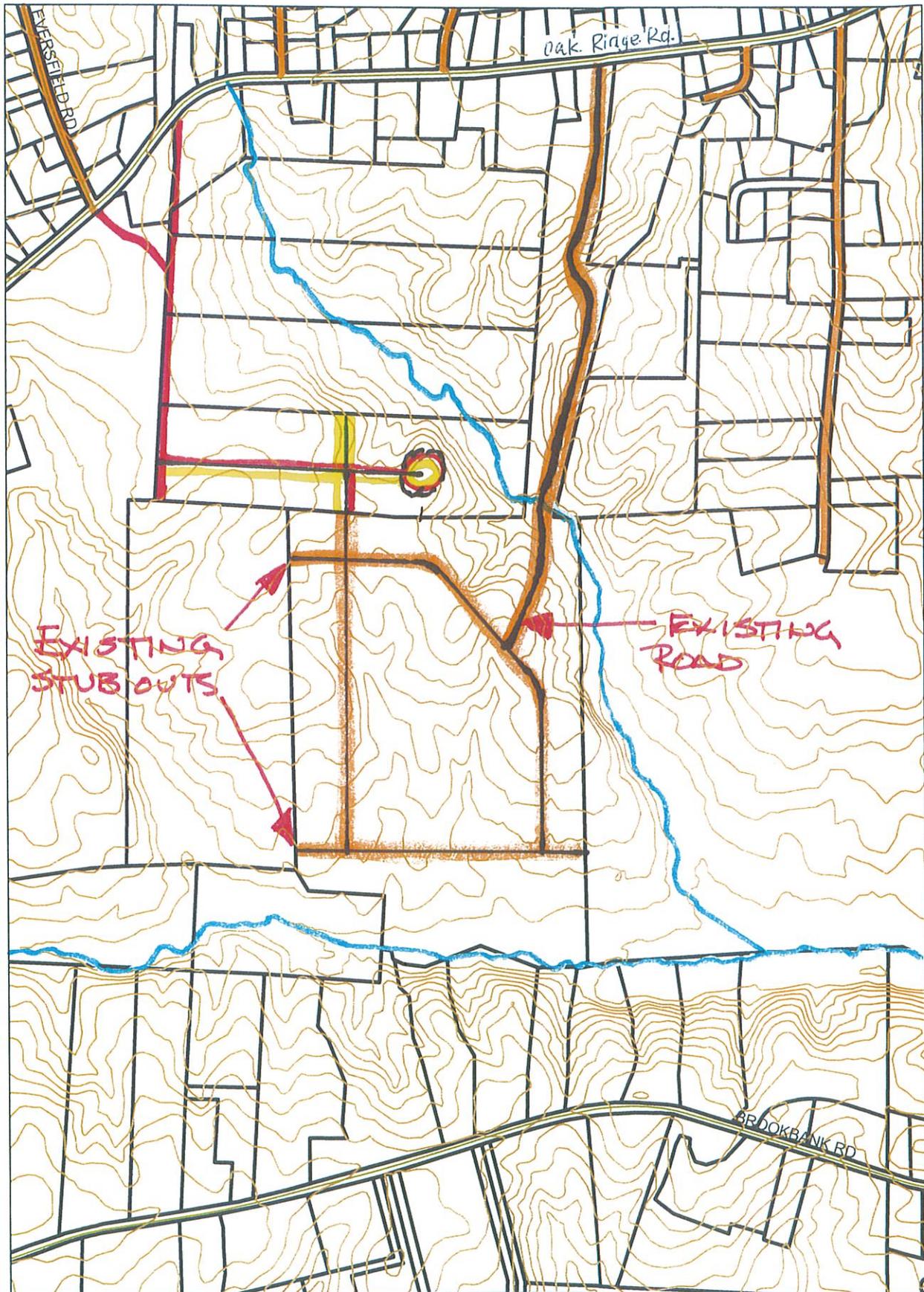
The Development Ordinance does require conformance with transportation plans. Roads are to be compatible with existing and proposed streets and roads are to be built where the Zoning Board determines that it is desirable to provide street access to adjoining or nearby tracts. The alignment of the north-south portion of the proposed road would cross a primary conservation easement (stream and required buffer) to the north. A shift to the west property line of the tract would provide access to all adjacent parcels and would allow for the eventually connection with Oak Ridge Road. The desired location for a tie into Oak Ridge Road would be west of the City limits close to Misty Hollow Lane, providing for a the extension of Eversfield Road.

A plat has been attached showing the existing stub outs in black. It does show the existing streams in blue and contour lines in brown. Existing roads are colored in orange, proposed road extension in yellow and a suggested alternative in red.

Comments

The preliminary plat indicates 4.104 acres of open space in a primary conservation area. **It does not encompass the entire primary conservation area.** This primary conservation contains slopes of greater than 15%, poor soils with trees and undergrowth stabilizing the slopes. It also contains a stream and the required stream buffers.

Potential Road Alignments



- EXISTING ROAD ALIGNMENTS
- POSSIBLE ALIGNMENT
- PROPOSED ALIGNMENT



Two additional parcels are designated for open space **and common area**. The area of these parcels are 1.082 acres and 1.143 acres. These two areas do not serve either a primary or secondary conservation area. The two lots shown as open space and common areas also have an 80 foot utility easement across them. The use of this land is restricted. The designation of common area would not be appropriate if these lots are used for placement of off-site sewage drainage fields for one or more houses.

The need for off-site sewage drainage fields can be eliminated by careful evaluation of the existing soils and rational lot design.

On the attached map you will see that approximately one third of the land in this request have Ch-Chewacla soils, McE2 and MaE-Madison Soils and slopes of 15% or greater. These soils have severe restrictions for septic tank absorption fields. An additional small area contains Wh-Wehadkee soils which also have severe restriction. This small area will be partially covered by roads. The remaining soil types do have a moderate restriction for septic tank absorption fields. This means it will take more area to distribute the effluent for the four bedroom houses planned. Approvals for on-site sewage systems will need to be approved by the Guilford County Public Health Department. Adjustments to lot lines may be required to maintain the sewage system on the lot it serves.

Primary Conservation Area

The Summerfield Development Ordinance states "(E) Disturbance Limitations: Subdivisions should be designed to prohibit disturbance, other than previous trails not to exceed 5' in width, within all required primary conservation area open space dedication and to avoid or limit disturbance in secondary area."

"1) Primary Conservation Areas. Because they represent sensitive environmental features and/or significant cultural resources considered unbuildable in a legal or practical sense, Primary Conservation Areas are the first type of open space designated on a subdivision plan to satisfy the minimum open space requirements. Because of their sensitive nature, there is to be no observable disturbance of any area designated as a Primary Conservation Area on a Master Sketch, Subdivision Plat, or Site Plan."

Homeowners Associations and individual property owners generally do not understand the purpose of restricting development in conservation areas and may do considerable harm to these areas. Funds would not be available to remedy such damage. It is prudent to place all primary conservation areas in an dedicated open space classification. Soil disturbing activities such as home building should not be allowed in the primary conservation areas. There should not be inclusion of primary conservation areas within individual lots.

Three lots have a portion of the Primary Conservation Area within their boundaries.

Addressing will occur after the final approval of the preliminary plat.

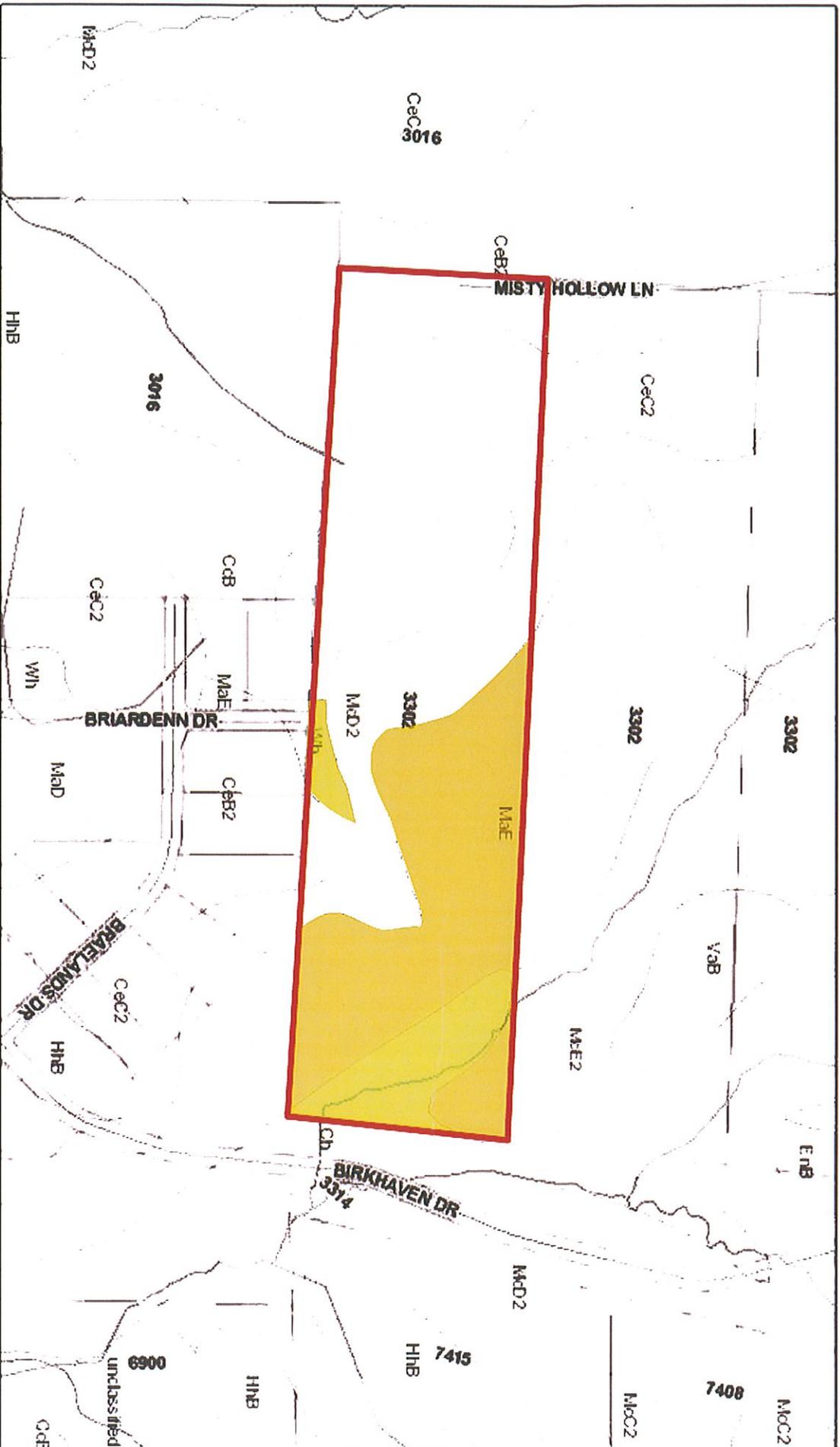
Conditions to be added: (Items identified by reviewing entities)

1. Please indicate by cross hatching any lot not yet evaluated for septic tank installation and add required note to plans "No certificate for sewage treatment has been issued for this lot".
2. Correct the approval certificate by removing the word "Oak Ridge" and inserting the word "Summerfield".

Birkhaven Phase 6 Soils

Guilford County, NC

 soils with severe restriction for septic systems



Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 372 feet
11/13/2013

3. A preliminary review by the Guilford County Erosion and Sedimentation revealed that a grading permit is required. The owner/developer is advised to consult with his/her engineer and submit the requirements to secure a grading permit from Guilford County prior to land-disturbance activity.
4. Once the erosion control plan and grading permit packet is submitted for review, a more extensive review will be done by the County Soil Erosion Control Section.
5. Indicate who will be the owner or receiver of the open space. If this is a Homeowner's Association, please submit a draft of the agreement to be filed.
6. Note whether Birkhaven Six will belong to the same homeowner's associate as Birkhaven 1-5.
7. Show Zone 1 & 2 sketch per Jordan Lake Rules
8. Show means of converting flow in 30' drainage easement to sheet flow prior to entering stream buffer.
9. Site area in Table and "Phase Six Watershed Notes" do not match
10. Drainage easement between Lots 63-64 should be 30' width.
11. Road will have to be built to NCDOT Standards for Subdivisions

Suggested motion:

Denial:

I move that the application for the Preliminary Plat Approval for Birkhaven Subdivision Phase Six be (denied). The reason for this action is: _____

Conditional Approval:

I move that the application for the Preliminary Plat Approval for Birkhaven Subdivision Phase Six be given conditional approval. Conditions that must be met prior to an unconditional approval are _____ . *Please add items 1-11 above and approval of on-site septic tank systems for each lot.*

Approval:

I move that the application for the Preliminary Plat Approval for Birkhaven Subdivision Phase Six be (approved). The reason for this action is: _____ . *Please add items 1-11 above and approval of on-site septic tank systems for each lot.*

Change in Preliminary Plat submittal

I move that the application for the Preliminary Plat Approval for Birkhaven Subdivision Phase Six be returned to the developer for amendment. The amendments required are _____ . The reason for this action is: _____ . *Please add items 1-11 above and approval of on-site septic tank systems for each lot.*



Town of Summerfield
Development Bulletin
Effective January 7, 2005
www.summerfieldgov.com

Summerfield Application for
General Purpose Rezoning

Date Submitted: _____ Fee/Receipt #: _____ Case Number: _____

Provide the required information as indicated below. Pursuant to the Town of Summerfield Development Ordinance, this application will not be processed until application fees are paid; the form below is completed and signed; and all required maps, plans and documents have been submitted to the satisfaction of the Enforcement Officer. Additional sheets for tax references and signature blocks are available upon request.

Pursuant to Section 3-12 of the Town of Summerfield Development Ordinance, the undersigned hereby requests Town of

Summerfield to rezone the property described below from the AG zoning district to the RS-40 zoning district. Said property is located 3302-R3 OAK RIDGE ROAD NORTH OF THE TERMINUS OF BRIARDEN DRIVE (BERGDAVEN SUB) in BRUCE Township; Being a total of 25.1 acres.

Further referenced on the Guilford County Tax Maps as:

Parcel Number 0149857

Parcel Number _____

Parcel Number _____

Parcel Number _____

Check One:

- The property requested for rezoning is an entire parcel or parcels as shown on the Guilford County Tax Map.
- The property requested for rezoning is a portion of a parcel or parcels as shown on the Guilford County Tax Map: a written legal description of the property and a map are attached.

Check One:

- The applicant is the property owner(s)
- The applicant is an agent representing the property owner(s); the letter of property owner permission is attached
- The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease is attached (financial figures may be deleted).
- The applicant has no connection to the property owner and is requesting a third party rezoning.

Application materials checklist:

Filing for a rezoning or conditional use rezoning requires:

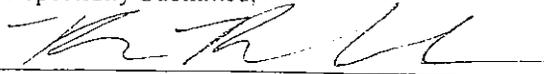
- ❖ A completed and signed Application Form;
- ❖ Application fee;
- ❖ A Development Plan for residential rezonings;
- ❖ legal description of the property;
- ❖ Environmental Inventory (check with Planning Staff for specific requirements)

Case # _____

Application No. 2

I hereby agree to conform to all applicable laws of Town of Summerfield and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Town of Summerfield Planning Department may enter the subject property for the purpose of investigation and analysis of this request.

Respectfully Submitted,



Applicant Signature

Representative/Agent Signature

COMBS INC., c/o KEVAN COMBS

Name

Name

P.O. Box 790

Mailing Address

Mailing Address

OAK RIDGE, NC 27310

City, State and Zip Code

City, State and Zip Code

336.643.1775

Phone Number

Phone Number

COMBSINC2000@AOL.COM

Email

Email

Additional Tax References and Signatures

Additional Tax Map References

Further referenced on the Guilford County Tax Maps as:

Parcel Number _____

Additional rezoning questions:

1. Type of use and improvement proposed:

- RESIDENTIAL HOUSING

2. Do substantial reasons exist which prevent the subject property from being used in accord with the current Zoning classification?

- PROPERTY IS COMPLETELY WOODED AND TOPOGRAPHY IS NOT SUITABLE FOR FARMING.

3. State the way in which the proposed change will be appropriate and desirable to the town of Summerfield and what effect the proposed change will have upon the immediate neighborhood.

- THE PROPOSED CHANGE WOULD POSITIVELY AFFECT THE TAX BASE, RESTRICTIONS FOR PROPOSED SUBDIVISION WOULD BE IN HARMONY WITH EXISTING PHASES AND ENCOURAGES GROWTH AND DEVELOPEMENT

4. What changing conditions make the passage of this proposed amendment necessary?

- THE PROPERTY TO THE SOUTH IS CURRENTLY BEING DEVELOPED AND HAS A SUB STREET TO THIS PARCEL

5. Are there circumstances that justify the proposed change? If so, state them.

- THE PROPOSED CHANGE IS IN LINE WITH CURRENT DEVELOPMENT PLAN AND WOULD HAVE THE LOWEST IMPACT ENVIRONMENTALLY TO THE AREA

6. How does the proposed zoning change affirm the policy(ies) of the Town of Summerfield Comprehensive Plan?

- THE PROPOSED CHANGE ENCOURAGES CONNECTIVITY AND LOW DENSITY HOUSING.

- THROUGH THE DESIGNATION OF OPEN SPACE TO ENVIRONMENTALLY SENSITIVE AREAS, THEY CAN BE PRESERVED AND PROTECTED MORE EFFECTIVELY.

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
 [Consult "Guidelines" (form 12G) for guidance in completing this form]

NOTE: This contract is intended for unimproved real property that Buyer will purchase only for personal use and does not have immediate plans to subdivide. It should not be used to sell property that is being subdivided unless the property has been platted, properly approved and recorded with the register of deeds as of the date of the contract. If Seller is Buyer's builder and the sale involves the construction of a new single family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Dorothy Gilmer

(b) "Buyer": Combs, Inc. and/or assigns

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon. **NOTE:** If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 3302 R3 Oak Ridge Rd

City: Summerfield Zip: 27358

County: Guilford Guilford Co NC, North Carolina

(NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.)

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 7B29010236

Other description: Parcel #0149857 - 25.10 Ac +/- / Johnson Est Bal TWP 16

Some or all of the Property may be described in Deed Book 04637 at Page 01768

(d) "Purchase Price"

\$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____
 \$ _____

paid in U.S. Dollars upon the following terms:
 BY DUE DILIGENCE FEE made payable to Seller by the Effective Date.
 BY INITIAL EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) with this offer OR delivered within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer.
 BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable to Escrow Agent named in Paragraph 1(f) by cash or immediately available funds such as official bank check or wire transfer to be delivered to Escrow Agent no later than _____, **TIME BEING OF THE ESSENCE** with regard to said date.
 BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
 BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
 BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver good funds to the payee. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Contract upon written notice to Buyer.



This form jointly approved by:
 North Carolina Bar Association
 North Carolina Association of REALTORS®, Inc.



STANDARD FORM 12-T
 Revised 7/2012
 © 7/2012

Buyer initials [Signature] Seller initials _____

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid in connection with this transaction, hereinafter collectively referred to as "Earnest Money Deposit", shall be deposited and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. In the event of breach of this Contract by Seller, the Earnest Money Deposit shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Contract by Buyer, the Earnest Money Deposit shall be paid to Seller upon Seller's request as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(c) and 2(d) for damage to the Property or Seller's right to retain the Due Diligence Fee. It is acknowledged by the parties that payment of the Earnest Money Deposit to Seller in the event of a breach of this Contract 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 Deposit 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. If legal proceedings are brought by Buyer or Seller against the other to recover the Earnest Money Deposit, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

(f) "Escrow Agent" (insert name): Coldwell Banker Triad Kernersville Sharon Young

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit 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 ("Attorney") is holding the Earnest Money Deposit, 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.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be.

(h) "Due Diligence": Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to conduct Due Diligence during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 6(l) or Paragraph 9, or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date ^{D.G. 8-13-2013} and extending through 5:00 p.m. on ~~120 days from date of contract~~ 12/11/2013 ^{OR 1-11-2014} ^{MAC 8-13-13} TIME BEING OF THE ESSENCE with regard to said date.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on or before December 20, 2013 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer initials [Signature] Seller initials D.G.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 13 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

"Proposed Special Assessment": A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

"Confirmed Special Assessment": A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. **BUYER'S DUE DILIGENCE PROCESS:**

(a) **Loan:** During the Due Diligence Period, Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(NOTE: Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction since the Loan is not a condition of the Contract.)

(b) **Property Investigation:** During the Due Diligence Period, Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil, Utilities And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association Disclosure And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

Buyer initials



Seller initials



STANDARD FORM 12-T

Revised 7/2012

© 7/2012

- (vii) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(c) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

WARNING: If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period shall constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Loan:** Buyer does does not have to obtain a new loan in order to purchase the Property. If Buyer is obtaining a new loan, Buyer intends to obtain a loan as follows: Conventional Other: _____ loan at a Fixed Rate Adjustable Rate in the principal amount of _____ for a term of _____ year(s), at an initial interest rate not to exceed _____ % per annum (the "Loan").

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining or closing any loan. If Buyer represents that Buyer does not have to obtain a new loan in order to purchase the Property, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a new loan.

(b) **Other Property:** Buyer does does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase. (NOTE: If Buyer does have to sell, Buyer and Seller should consider including a Contingent Sale Addendum (Standard Form 2A2-T) with this offer.)

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. **BUYER OBLIGATIONS:**

(a) **Owners' Association Fees/Charges:** Buyer shall pay any fees required for confirming account payment information on owners' association dues or assessments for payment or proration and any charge made by the owners' association in connection with the disposition of the Property to Buyer, including any transfer and/or document fee imposed by the owners' association. Buyer shall not be responsible for fees incurred by Seller in completing the Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T)

Buyer initials Seller initials

(b) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(c) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Assessments:** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None Known

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None Known

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(d) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(e) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title:** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. 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.

(b) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer an opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

(c) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(d) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit and indemnification agreement in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment as described in N.C.G.S. §44A-8 to the Property within 120 days prior to the date of Settlement verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(e) **Payment and Satisfaction of Liens:** All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

Buyer initials

VMC

Seller initials

D.G.

(f) **Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property at Settlement unless otherwise stated herein, which shall convey fee simple marketable and insurable title, free of all encumbrances and defects which would be revealed by a current and accurate survey of the Property; except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way. **NOTE:** Buyer's failure to terminate this Contract prior to the expiration of the Due Diligence Period as a result of any encumbrance or defect that is or would have been revealed by a title examination of the Property or a current and accurate survey shall not relieve Seller of any obligation under this subparagraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(g) **Deed, Excise Taxes:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes required by law. The deed is to be made to: Combs Inc. and/or assigns

(h) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ _____ toward any of Buyer's expenses associated with the purchase of the Property, less any portion disapproved by Buyer's lender.

NOTE: Examples of Buyer's expenses associated with the purchase of the Property include, but are not limited to, discount points, loan origination fees, appraisal fees, attorney's fees, inspection fees, and "pre-pays" (taxes, insurance, owners' association dues, etc.).

(i) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(j) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(k) **Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement to Buyer on or before the Effective Date.

(l) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

9. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

MLC

DLT

10. DELAY IN SETTLEMENT/CLOSING: Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date, or to further extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12. OTHER PROVISIONS AND CONDITIONS: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT CONDITIONS OR CONTINGENCIES TO THIS CONTRACT.

- | | |
|---|---|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Owners' Association Disclosure And Addendum For Properties Exempt from Residential Property Disclosure Statement (Form 2A12-T) |
| <input type="checkbox"/> Contingent Sale Addendum (Form 2A2-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |

OTHER: Subject to approval of RS 40 Zoning and a minimum of 18 Residential lots that perc for 4 bedrooms. Buyer will be given an optional (30) Thirty day extension if all Governmental approvals have not been met. 2-13-13 MML D.G. 3/7/13

13. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. 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. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

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

17. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. NOTICE: Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

Buyer initials MML Seller initials D.G.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument, and the parties adopt as their seals the word "SEAL" beside their signatures below.

20. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date.

Date: 8-6-13
Buyer [Signature] (SEAL)
Combs, Inc. and/or assigns

Date: 8-13-2013
Seller [Signature] (SEAL)
Dorothy Gilmer

Date: _____
Buyer _____ (SEAL)

Date: _____
Seller _____ (SEAL)

Date: _____
Buyer _____ (SEAL)

Date: _____
Seller _____ (SEAL)

NOTICE INFORMATION

(NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.)

BUYER NOTICE ADDRESS:

Mailing Address: P. O Box 790, Oak Ridge, NC 27310
Buyer Fax#: _____
Buyer E-mail: combsinc2000@aol.com

SELLER NOTICE ADDRESS:

Mailing Address: 6606 Coventry Pt., Austell, Ga 30168
101 Clover Dr. High Point NC
Seller Fax#: 27260
Seller E-mail: _____

SELLING AGENT NOTICE ADDRESS:

Firm Name: West Market Realty Co.
Acting as Buyer's Agent Seller's (sub) Agent Dual Agent
Mailing Address: 1204 W. Market St., Greensboro, NC 27403
Individual Selling Agent: Roger L Coble/ Dorothy W. Coble
 Acting as a Designated Dual Agent (check only if applicable)
License #: 253972
Selling Agent Phone#: (336) 455-7482
Selling Agent Fax#: _____
Selling Agent E-mail: rogerocoble@yahoo.com

LISTING AGENT NOTICE ADDRESS:

Sharon Young
Firm Name: Coldwell Banker Triad Kern
Acting as Seller's Agent Dual Agent
Mailing Address: 1011 S. Main St., Kernersville, NC 27284-8186
Individual Listing Agent: Sharon Young
 Acting as a Designated Dual Agent (check only if applicable)
License #: 199486
Listing Agent Phone#: (336) 996-8521
Listing Agent Fax#: _____
Listing Agent E-mail: sharon.young@coldwellbanker.com

ESCROW ACKNOWLEDGMENT OF INITIAL EARNEST MONEY DEPOSIT

Property: 3302 R3 Oak Ridge Rd, Summerfield, 27358
Seller: Dorothy Gilmer
Buyer: Combs, Inc. and/or assigns

Escrow Agent acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms hereof.

Date 8/13/13

Firm: Coldwell Banker Triad Kernersville
By: [Signature]
(Signature)
Sharon Young
(Print name)

RESUBMITTAL

September 13, 2013

RE: Site Analysis / Environmental Inventory – Dorothy Gilmer Tract

In accordance with the Town of Summerfield Development Ordinance, Land Solutions has prepared this site analysis in conjunction with a request to rezone approximately 25.001 acres from AG to RS-40.

Site Details

This tract is located north of the terminus of Briardenn Drive within the Birkhaven Subdivision. The entire tract is located within the Greensboro General Water Supply Watershed, Reedy Fork, WS III. This site consists of rolling topography, some steep slope areas, and one stream. There are no areas on this tract that are located within a designated flood zone. There are no agricultural or forestry uses or programs on the property. There are no existing improvements on this tract except for some woven wire fencing. Soil types are primarily Cecil and Madison, which support the type of development proposed. In determining the priorities for Primary and Secondary Conservation Areas, the following documents (Attached) were reviewed by Land Solutions staff:

- National Wetlands Inventory Maps
- Guilford County Soil Survey
- Natural Heritage Inventory of Guilford County
- Flood Insurance Rate Maps (FEMA)
- USGS Topographic Map
- Northwest Area Plan
- Town of Summerfield Development Ordinance

There are no documented wetlands, historic sites, archaeological sites or critical habitat areas located on this property as identified on any of the reference documents. Site features defined by the Town of Summerfield Development Ordinance as Primary Conservation areas are identified on the Rezoning Sketch Map.

The proposed Open Space areas as shown on the Rezoning Sketch map were determined from site visits by Land Solutions staff, the proposed developer and consultation with the Town of Summerfield Planning Department.

Primary and Secondary Conservation Areas

This site is being proposed as a RS-40 District. The Open Space requirements in the RS-40 District for subdivisions that have between 5 and 24 building lots are 10% or 2.500 Acres. The Primary Conservation Areas on this site consist of the perennial stream, stream buffers, required drainage easements and steep slope areas as shown on the Rezoning Sketch Plan. The total Open Space proposed totals 6.328 Acres or 25.3% of the site. Due to the available Primary

Conservation Areas exceeding the Open Space requirements, Secondary Conservation Areas were not identified on the Rezoning Sketch Plan.

Conclusions and Development Strategy

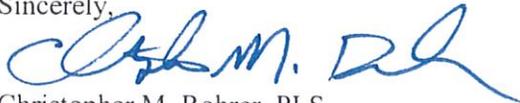
As shown on the Rezoning Sketch Plan, the designated Open Space and Common Areas will provide for the protection and preservation of the Primary Conservation Area features in accordance with the Town of Summerfield Development Ordinance.

This plan meets or exceeds the goals and specifications of the Town of Summerfield Development Ordinance, the Town of Summerfield Long Term Plan and the RS-40 Residential District. It should be noted that the required open space is 10% and 25.3% open space is provided by this plan.

Should anyone wish to visit the property, please contact Land Solutions to arrange access to the property.

If you have any questions or require further information, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris M. Rohrer".

Christopher M. Rohrer, PLS
President



U.S. Fish and Wildlife Service

National Wetlands Inventory

Oct 22, 2013

Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other



This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

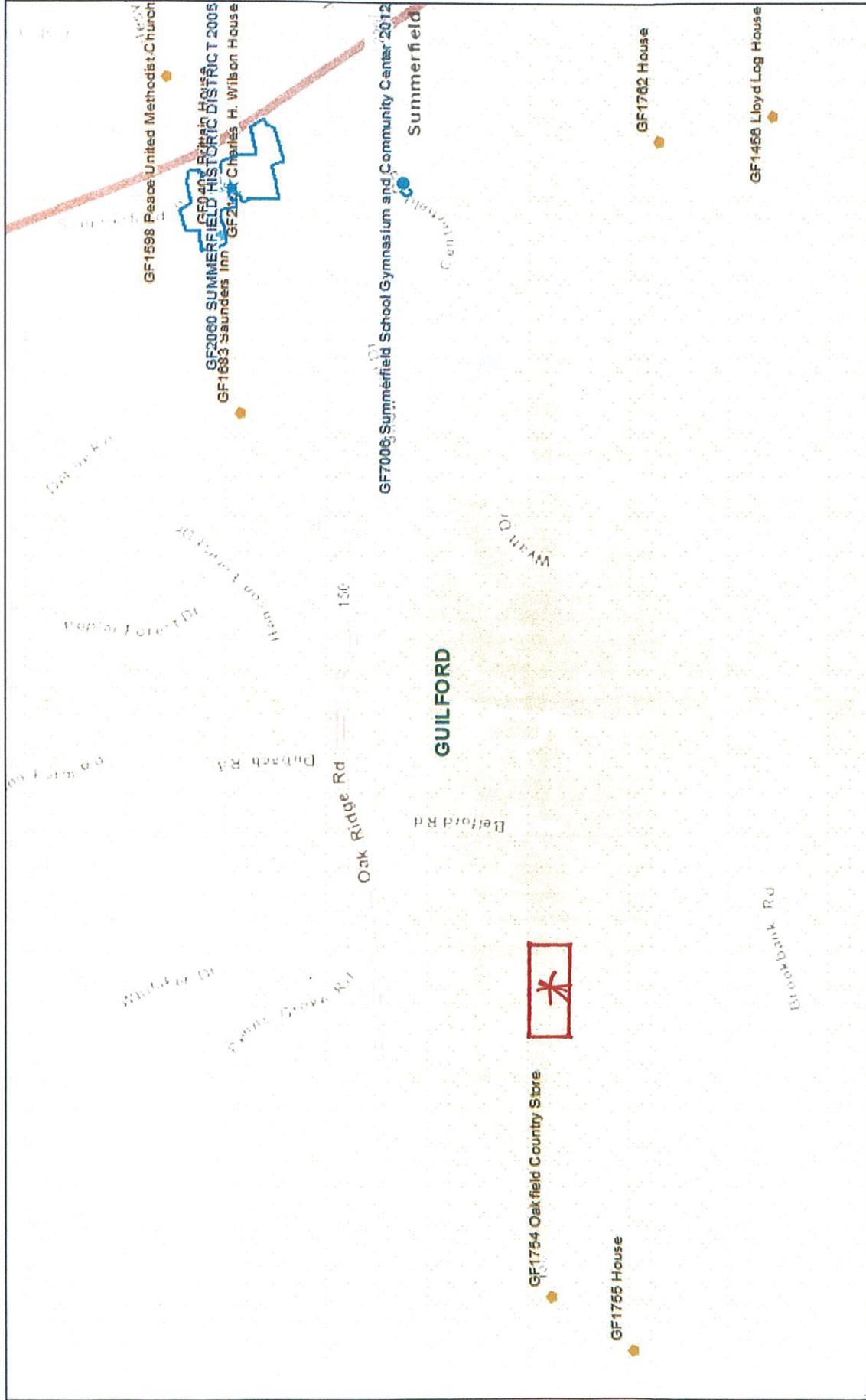
User Remarks:

Piedmont Land Conservancy - Protected Areas

Close Window Reset Map

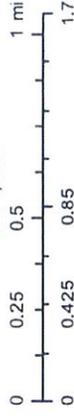


NC Historic Register



October 22, 2013

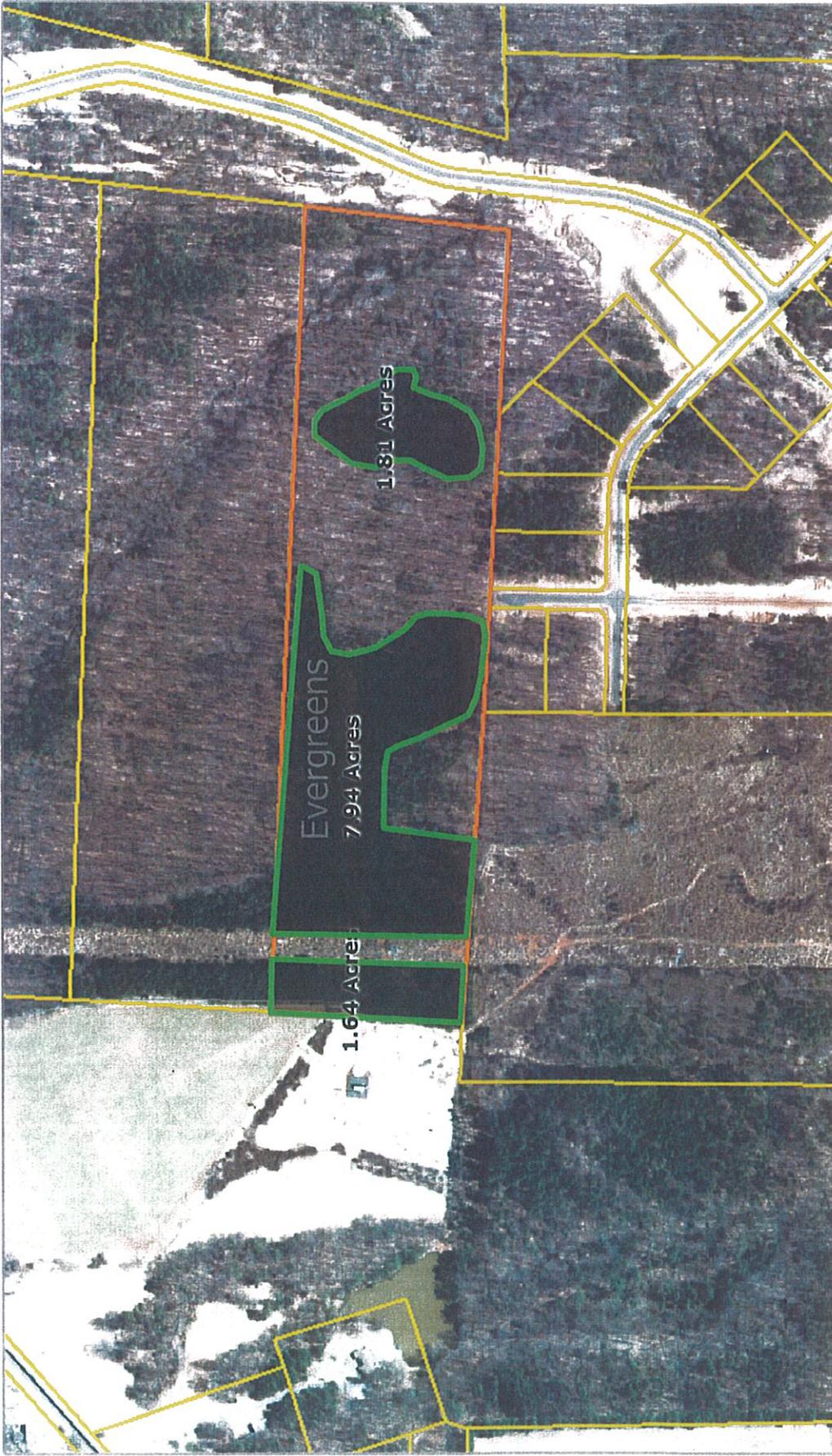
1:31,598



- NR Individual Listing
- NR Listing, Gone
- ★ NRHD Center Point

Sources: Esri, DeLorme, NAVTEC, USGS, Intermap, IPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2013

Woodlands (Evergreens) - 11.39 Acres +/-



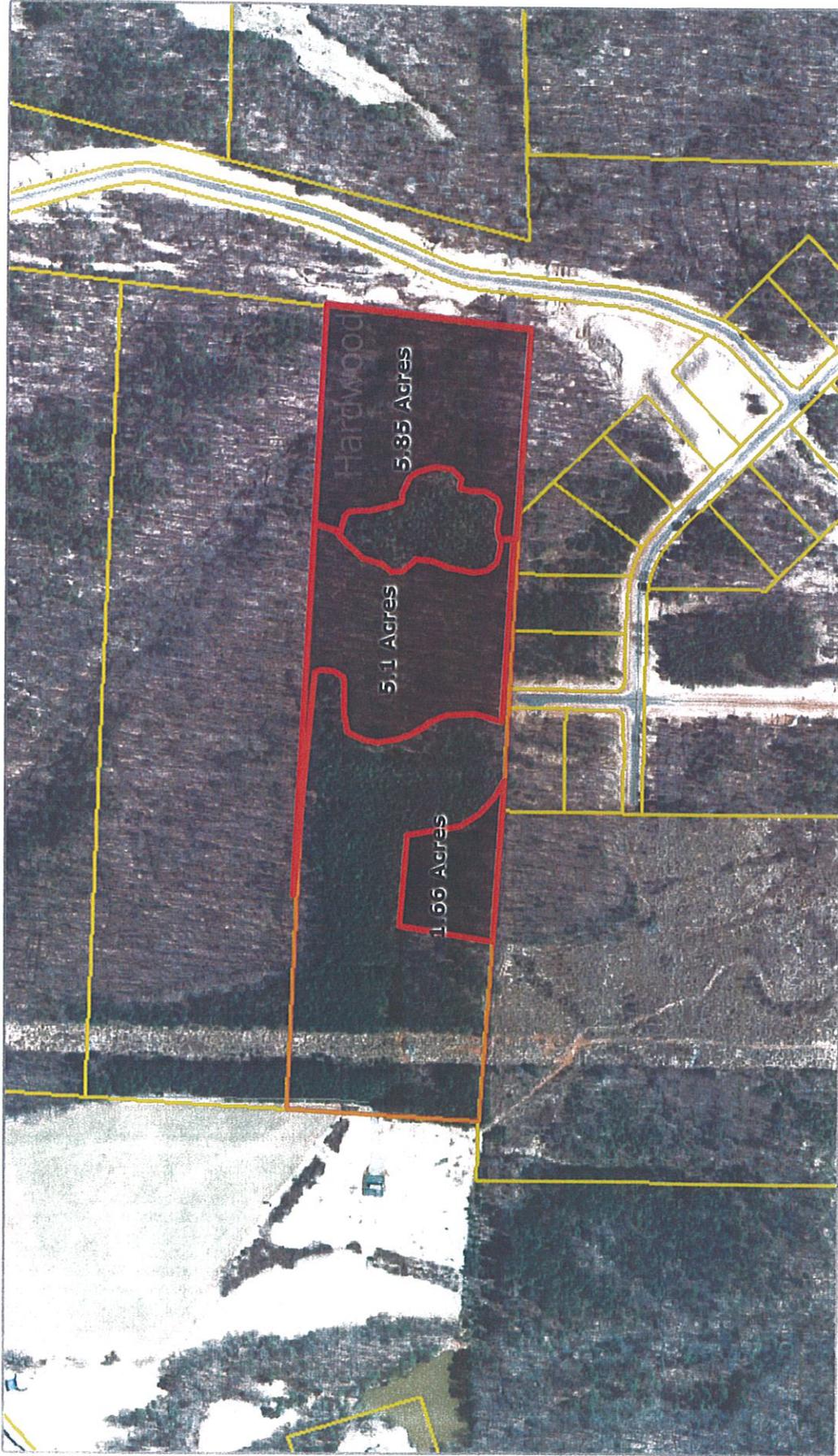
Map Scale

Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

1 inch = 400 feet

10/22/2013

Woodlands (Hardwoods) - 12.61 Acres +/-



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Map Scale
1 inch = 400 feet
10/22/2013

Brush / Grass (Transmission Line) - 1.0 Acre +/-



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Map Scale 1 inch = 400 feet
10/22/2013

Soil Map—Guilford County, North Carolina
(No Active Farming on This Parcel)



MAP LEGEND

- Area of Interest (AOI)**
 -  Area of Interest (AOI)
- Soils**
 -  Soil Map Unit Polygons
 -  Soil Map Unit Lines
 -  Soil Map Unit Points
- Special Point Features**
 -  Blowout
 -  Borrow Pit
 -  Clay Spot
 -  Closed Depression
 -  Gravel Pit
 -  Gravelly Spot
 -  Landfill
 -  Lava Flow
 -  Marsh or swamp
 -  Mine or Quarry
 -  Miscellaneous Water
 -  Perennial Water
 -  Rock Outcrop
 -  Saline Spot
 -  Sandy Spot
 -  Severely Eroded Spot
 -  Sinkhole
 -  Slide or Slip
 -  Sodic Spot

- Water Features**
 -  Streams and Canals
- Transportation**
 -  Rails
 -  Interstate Highways
 -  US Routes
 -  Major Roads
 -  Local Roads
- Background**
 -  Aerial Photography

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Guilford County, North Carolina
Survey Area Data: Version 11, Jul 5, 2012

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 10, 2010—Apr 30, 2011

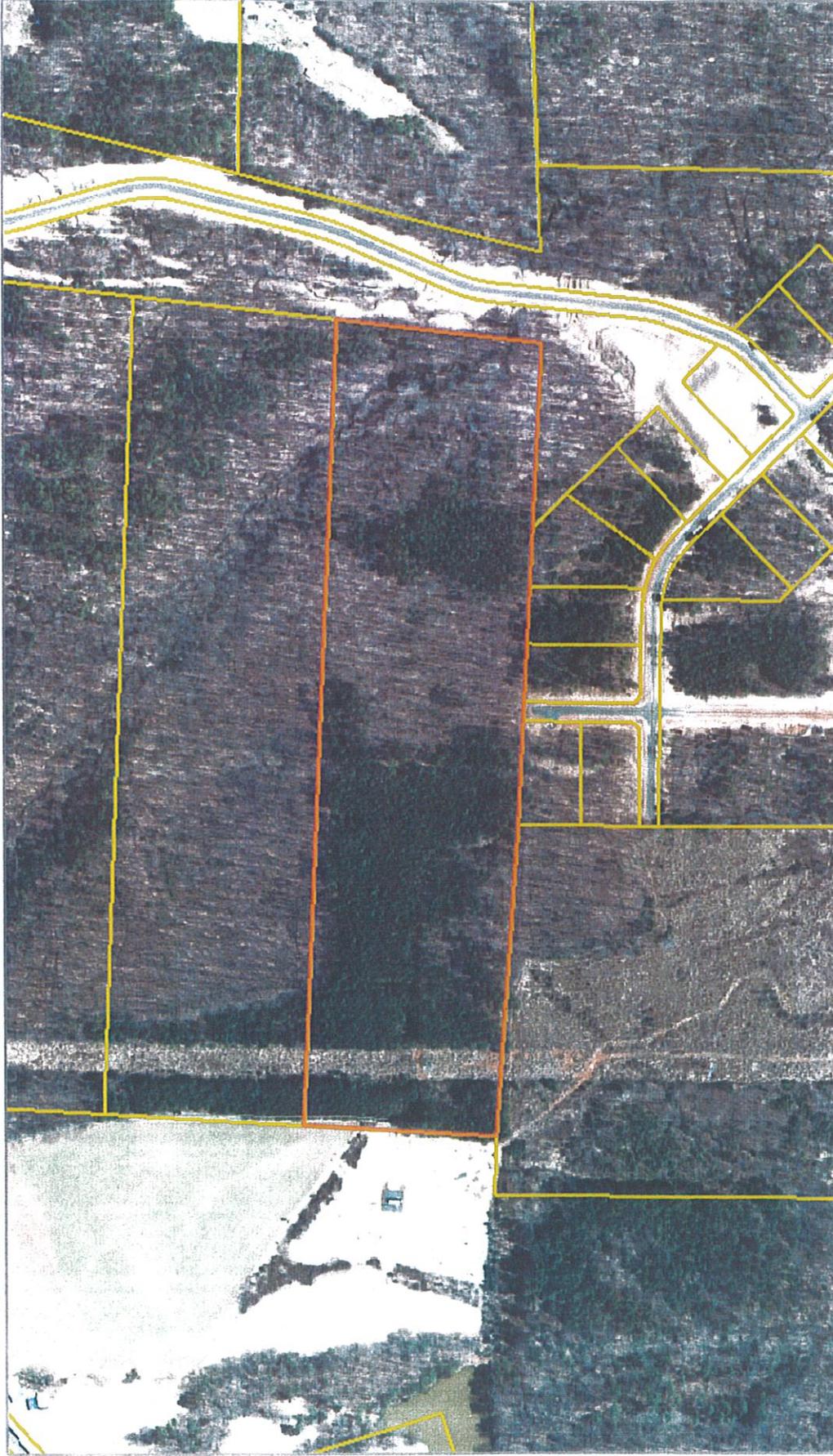
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

MAP INFORMATION

Map Unit Legend

Guilford County, North Carolina (NC081)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CaB	Casville sandy loam, 2 to 6 percent slopes	2.8	3.3%
CkB	Clifford sandy loam, 2 to 6 percent slopes	3.0	3.5%
CIB2	Clifford sandy clay loam, 2 to 6 percent slopes, moderately eroded	19.3	22.6%
CIC2	Clifford sandy clay loam, 6 to 10 percent slopes, moderately eroded	9.7	11.4%
CnA	Codorus loam, 0 to 2 percent slopes, frequently flooded	5.7	6.6%
PoE	Poplar Forest sandy loam, 15 to 35 percent slopes	15.5	18.1%
PpD2	Poplar Forest clay loam, 10 to 15 percent slopes, moderately eroded	15.1	17.7%
PpE2	Poplar Forest clay loam, 15 to 25 percent slopes, eroded	13.9	16.3%
RaB	Rasalo fine sandy loam, 2 to 6 percent slopes	0.4	0.5%
Totals for Area of Interest		85.4	100.0%

No Undocumented Areas of Potential Significance, Public/Private Recreational Areas or Scenic Views



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Map Scale
1 inch = 400 feet
10/23/2013

Town of Summerfield Development Ordinance

Table 7-2-4
Residential Score sheet

Maximum Points		Factor	Point Value	Points Earned
20	1.	Zone: Ag or Rs-40	10	10
		PD-R (Single Family Detached & Cluster)	15	
		PD-R (Cluster Exclusively)	20	
25	2.	Built-upon Area: 0 - 3%	25	10
		3 - 7%	20	
		7 - 10%	15	
		10 - 15%	10	
25	3.	Proximity to Floodway as Defined By The Federal Insurance Administration: More than 2000 feet	25	25
		1000-2000 feet	20	
		500-1000 feet	15	
		100-500 feet	10	
		50-100 feet	5	
10	4.	Soil Type as Defined on pg. 29 and Table 7, pg. 57 Guilford County Soil Survey: Slight	10	
		Moderate	5	
25	5.	Drainage – Protect and Use Natural Drainageways Piped or Improved Drainage With Rip-Rap	5	20
		Dispersed Drainage or Protected Drainageways	10	
		Dispersed Drainage and Protected Drainageways	20	
		Enhanced and Protected Natural Drainageways	25	
25	6.	Slope – Low Percentage of Slope: 0-6% Average Slope of Subdivision or Lot	25	20
		6-10%	20	
		10-15%	5	
25	7.	Land Cover – High Percentage of Natural and Stabilizing Vegetation 50' Stream Buffer and Natural or stabilizing vegetation on greater than 25% of the lot	25	20
		50' Stream Buffer and Natural or stabilizing vegetation on 15 - 25% of the lot	20	
		50' Stream Buffer and Natural or stabilizing vegetation on 10 - 15% of the lot	15	
		Natural or stabilizing vegetation between units and water	10	
		Ornamental lawn on greater than 5% of the lot	5	
25	8.	Run-off Control Strategies: Maximum Runoff Control	25	5
		Moderate Runoff Control	20	
		Runoff control in excess of minimum requirements of Erosion Control Ordinance	15	
		Runoff control equal to minimum requirements	5	
10	9.	Sewage Disposal: Public Sewer Service	10	1
10	10.	Road and Driveway Design: with Vegetated Ditches	10	10

Revisions to pp. 7-26 7-33 approved by Summerfield Town Council June 12, 2007

Revisions to pp. 7-33 7- 60 approved by Summerfield Town Council November 9, 2010

Revisions to pp. 7-41 and 7-52 approved by Summerfield Town Council December 13, 2011

Town of Summerfield Development Ordinance

	With Piped Drainage and/or Curb and Gutter and Energy Dissipaters	5	
Total: 200		Total	120

NOTE:

- 1) All plans must have 100 or more points and meet all other requirements to be accepted.
- 2) Do not use this table if gross density exceeds 2 dwelling units per acre or built-upon area greater than 24%.

SUBMISSION REQUIREMENTS

SINGLE FAMILY: Rated prior to approval of a Preliminary Plat. Individual homes on individual lots are not rated.

MULTI-FAMILY: Rated prior to approval of a site plan.

RATING SYSTEM DEFINITIONS

1. Conditional use rezonings will be given the appropriate bonus points if the use and site plan conditions meet the requirements of the bonus zone, such as clustering development on the best soils and terrain of the site.
2. A gravel surface is considered built-upon area.
3. Proximity to floodway is determined by measuring or scaling the distance from the floodway to the closest boundary of the tract.
4. Self-explanatory.
5. Protected Drainageway means drainage is channeled by pervious devices such as sod waterways, berms, channels or swales which have been constructed to resist soil erosion by either vegetating, netting, rip-rapping or a combination of those, and which allows infiltration of water into the soil.

Dispersed Drainage means spread out, as opposed to collecting the runoff in channels, so as to affect increased sheet flow and overland flow.

Improved Drainageway means channeled by impervious surfaces such as curb and gutter or concrete (gunnite, bituminous, etc.) channels.

Enhanced Drainage means carried by existing natural drainageways which have been enhanced to resist soil erosion, including stream bank degradation.

6. All slopes are before development.
7. If all or part of an existing lot containing natural or stabilizing vegetation is dedicated to the public for park and open space purposes; such land will count in computing the score.

Stabilizing Vegetation means any vegetation that protects the soil against erosion.

8. Maximum Runoff Control means approximately one hundred (100%) percent of built-upon area runoff must pass through permanent retention or wet detention pond(s).

Moderate Runoff Control means at least seventy-five (75%) percent of built-upon area runoff must pass through permanent retention and/or wet detention pond(s).

TABLE 8.--SANITARY FACILITIES

["Depth to rock" and some of the other terms that describe restrictive soil features are defined in the Glossary. See text for definitions of "slight," "moderate," "good," "fair," and other terms used to rate soils. Absence of an entry means soil was not rated]

Soil name and map symbol	Septic tank absorption fields	Sewage lagoon areas	Trench sanitary landfill	Area sanitary landfill	Daily cover for landfill
Appling: ApB-----	Moderate: percs slowly.	Moderate: slope, seepage.	Moderate: too clayey.	Slight-----	Fair: too clayey.
ApC-----	Moderate: slope, percs slowly.	Severe: slope, seepage.	Moderate: too clayey.	Moderate: slope.	Fair: too clayey, slope.
Cecil: CoB, CeB2, 1CfB----	Moderate: percs slowly.	Moderate: seepage.	Severe: too clayey.	Slight-----	Fair: too clayey.
CcC, CcD, CeC2----	Moderate: percs slowly.	Severe: slope.	Severe: too clayey.	Moderate: slope.	Fair: too clayey.
Chewacla: Ch-----	Severe: wetness, floods.	Severe: wetness, floods.	Severe: wetness, floods.	Severe: wetness, floods.	Good.
Congaree: Co-----	Severe: floods.	Severe: floods.	Severe: floods.	Severe: floods.	Good.
Coronaca: CrB, 1CuB-----	Moderate: percs slowly.	Moderate: seepage, slope.	Severe: too clayey.	Slight-----	Poor: too clayey.
CrC-----	Moderate: percs slowly, slope.	Severe: slope.	Severe: too clayey.	Moderate: slope.	Poor: too clayey.
Enon: EnB, EoB2, 1EuB----	Severe: percs slowly.	Moderate: slope.	Severe: too clayey.	Slight-----	Poor: too clayey.
EnC, EnD, EoC2, EoD2-----	Severe: percs slowly.	Severe: slope.	Severe: too clayey.	Moderate: slope.	Poor: too clayey.
1Es-----	Severe: percs slowly.	Severe: slope.	Severe: too clayey.	Severe: slope.	Poor: too clayey.
Helena: 1HhB: Helena part-----	Severe: percs slowly.	Moderate: slope.	Severe: too clayey.	Slight-----	Poor: too clayey.
Sedgefield part--	Severe: percs slowly, wetness.	Moderate: slope.	Severe: too clayey.	Moderate: wetness.	Poor: too clayey.
HeC-----	Severe: percs slowly.	Severe: slope.	Severe: too clayey.	Moderate: slope.	Poor: too clayey.
Iredell: IrB-----	Severe: percs slowly.	Moderate: slope.	Severe: too clayey, depth to rock.	Slight-----	Poor: too clayey.

See footnote at end of table.

TABLE 8.--SANITARY FACILITIES--Continued

Soil name and map symbol	Septic tank absorption fields	Sewage lagoon areas	Trench sanitary landfill	Area sanitary landfill	Daily cover for landfill
Madison: MaB, McB2, ¹ MeB-----	Moderate: percs slowly.	Moderate: slope, seepage.	Severe: too clayey.	Slight-----	Fair: too clayey.
MaC, MaD, McC2, McD2-----	Moderate: slope, percs slowly.	Severe: slope.	Severe: too clayey.	Moderate: slope.	Fair: too clayey.
MaE-----	Severe: slope.	Severe: slope.	Severe: slope.	Severe: slope.	Poor: slope.
McE2, ¹ Md-----	Severe: slope.	Severe: slope.	Severe: slope, too clayey.	Severe: slope.	Poor: slope.
Mecklenburg: MhB2, ¹ MuB-----	Severe: percs slowly.	Moderate: slope, depth to rock.	Severe: too clayey, depth to rock.	Slight-----	Poor: thin layer.
MhC2-----	Severe: percs slowly.	Severe: slope.	Severe: too clayey, depth to rock.	Moderate: slope.	Poor: thin layer.
Pits: Pt.					
Urban land: Ur.					
Vance: VaB, ¹ VuB-----	Severe: percs slowly.	Moderate: slope.	Severe: too clayey.	Slight-----	Poor: too clayey.
VaC, VaD-----	Severe: percs slowly.	Severe: slope.	Severe: too clayey.	Moderate: slope.	Poor: too clayey.
Wehadkee: Wh-----	Severe: floods, wetness.	Severe: floods, wetness.	Severe: floods, wetness.	Severe: floods, wetness.	Poor: wetness.
Wilkes: WkC, WkD-----	Severe: depth to rock.	Severe: slope, depth to rock.	Severe: depth to rock.	Moderate: slope.	Poor: thin layer.
WkE-----	Severe: depth to rock.	Severe: slope, depth to rock.	Severe: depth to rock.	Severe: slope.	Poor: thin layer.

¹This mapping unit is made up of two or more dominant kinds of soil. See mapping unit description for the composition and behavior of the whole mapping unit.

#1 - $C=0.60$

(10yr) $I=5.48 \text{ in/hr}$

$A=4.75 \text{ AC}$

$C=15.02 \text{ CFS}$

USE 15 ESMT

#2 - $C=0.65$

(10yr) $I=5.48 \text{ in/hr}$

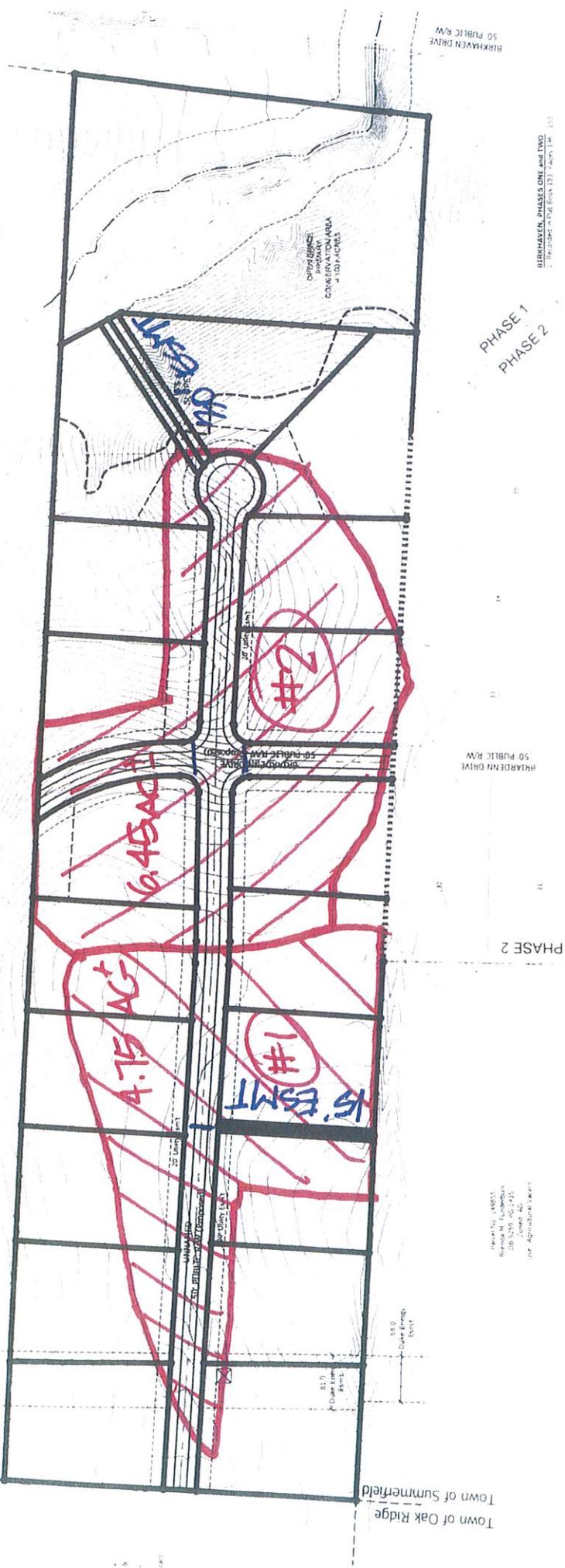
$A=6.45 \text{ AC}$

$C=22.07 \text{ CFS}$

USE 30' ESMT

Town of Oak Ridge

Town of Summerfield



DRAINAGE ESMT MAP

NTS

PHASE 1
PHASE 2

PHASE 2
PHASE 2

Sheet No. 4885A
Revised M. Eichenlaub
08/23/99 AG 2435
Lynch, NC
Use: Agriculture/Forest

SCALE: 1"=40'

ULBACHEN, PHASES ONE AND TWO
Prepared by Paul Egan 131-1-10-11 103

50' PUBLIC R/W

50' PUBLIC R/W

PHASE 2

50' PUBLIC R/W

50' DRAINAGE SWALE

50' DRAINAGE SWALE