OPPOSITION TO AMENDMENT TO BRIAR CHAPEL CONDITIONAL

USE PERMIT MARCH 19TH 2012



SUBMITTED BY : DOUGLAS DONALD ROBERTS

BSBA EAST CAROLINA UNIVERSITY, 1979

NORTH CAROLINA REAL ESTATE COMMISSION

BROKER LICENSE # 260787 expires 6/30/12

PARCEL ID - 2246 AND 74741, referred as Dollar property

OWNERS - DOUGLAS DONALD ROBERTS

BRENDA NELL ROBERTS (sister)

ADDRESS - 5015 PINE CONE DR

DURHAM, NORTH CAROLINA 27707

CONTACT INFORMATION - 919-414-4578 dougroberts@nc.rr.com

Our property is now scaled down to 11.49 acres (from 28 acres , conveyances made to Newland) and was rezoned to the CCUP in 2005. Parcel ID 74741 (1.21 acres) was not legally authorized by Newland to rezone. Statute of Limitations prevented us to hold to this as we discover this in 2011 (CCUP effect date in 2005).

My sister and I have no intention on making any further conveyances to Newland . This property is made reference to as the Dollar property, deeded to us by I.C. Dollar (stepfather) and Verble W. Dollar (mother). Our parents were victimized by an act of 'Undue Influence' to make several conveyances to Newland and have the remaining 11.49 acres subject to a 'First Right of Refusal Contract' that terminates in the year 2033. Again the Statutes of Limitations prevent us from taking legal action against Newland for this very serious transgression as it occurs in 2001 . My sister and I discover this in 2007. (I will cover the details of this later when I address I.C. Dollar's historical significance to his home place on Half Dollar Rd)

In this 'First Right of Refusal Contract' the Dollars are required to cooperate with rezoning the property. As they sign this authorization form for Newland to 'act in their interest' in 2004 (parcel ID 2246 and no authorization form for parcel ID 74741), their property becomes CCUP in 2005. They were told their property would be getting city water, sewer and all the utility providers and structure, as their property was zoned as Briar Chapel. We had our attorney formally ask for access to these utilities. This inquiry and response are respectfully labeled EXHIBIT A, and EXHIBIT B. Since 2005 they have totally been pinned down. They no longer own the water and sewer rights commensurate with the zoning CCUP. They cannot list their property for sale on MLS to gain a 'Fair Market Value' offer, which would 'trigger' the First Right of Refusal Contract whereby Newland would have 90 days to match and close on the property. Technically this is not a 'First Right of Refusal Contract' as it is impossible to perform. We have been subject to phone calls from Lee Bowman (Newland) with very low offers to purchase. We just don't respond. Faced with no other legal remedy we are committed to keeping the property in the family. Chatham co can count on this matter continuing beyond any of our years. If my grandchildren are living here and going to school at UNC the family sees much greater value than anything Newland is going to yield. There can be serious consequences to a wide variety of Chatham co Planning

- objectives. I will now illustrate why the amendment to the CUP for Briar Chapel affects our property in negative ways; ie conformity, real estate values, and will not promote the public health, safety and general welfare as stated in their proposal.
- 1. We are joinder in the CCUP adopted by Chatham co in 2005. As there are extensions for construction completion dates that are extended in the amendment, they remain as is in the original CCUP that our property is still under. We are excluded in the amendment. We can enforce the expiration dates for the project as they are not changed. These extensions of time that also add to the expirations of the CCUP for Briar Chapel are not concurrent with the original CCUP that we remain under. Chatham co would be extending the duration of the dispute by adding to the period Newland would maintain interest in our property by having extensions of time by amendment to Briar Chapel property that surrounds us.
- 2. Per the MASTER PLAN REVISED, February 2012 our property is excluded from Briar Chapel . We are 'inside' the mandatory 100 ft buffer but we're 'outside' Briar Chapel as you arrive to our property at the end of Half Dollar Rd. As we are excluded (and I am happy that we are) we are now a Briar Chapel Adjoining Parcel. In lieu of this permanent dispute , all the claims Newland makes in the amended CCUP WILL ONLY EXIST

ON PAPER. THERE ARE TRAILERS IN BRIAR CHAPEL AND THERE WILL BE . THERE ARE SEPTIC SYSTEMS IN BRIAR CHAPEL AND THERE ALWAYS WILL BE. The objective of the Chatham co Planning / Zoning should be to illustrate on paper a means to transcend into reality. As it had to legally be resolved between another Adjoining Owner Parcel (Sandra Tripp vs Board of Commissioners, Sandra Tripp vs Newland) a 100 ft buffer would have to be reflected in the perimeter of our property . As we have been denied the utilities required for CCUP, our property should be returned to RA-40 zoning, just as our fellow neighbors on Half Dollar Rd are today and always have been. The Medlin family has built a brand new home on Half Dollar Rd that 'sets the bar' for a new standard. Richard Wilson has owned his property on Half Dollar Rd since the 1920's. Since we have no realistic opportunity to be CCUP, Chatham co should return all the property lining Half Dollar Rd to RA - 40 and support an environment that protects my real estate value as well as my neighbors.

3. Denying us access to city water. This city water line runs right alongside our property through the land I.C.Dollar owned and conveyed to Newland and subsequently denied access to. Half Dollar Road WILL NOT HAVE THE ABILITY TO SERVICE PUMPER TRUCKS FOR FIRE PROTECTION AS CLAIMED IN THE AMENDED

CCUP. BY OUR LOCATION, WE COULD KINDLE A FIRE THAT THREATENS THE ENTIRE BRIAR CHAPEL AMENDED CCUP PROPERTY. THIS AMENDED CCUP PROPERTY IN BRIAR CHAPEL IS IN OUR IMMEDIATE PERIMETER PRODUCING A FIRE THREAT.. TO US AS OUR PROPERTY WOULD NOT HAVE THE PROTECTION NEEDED TO FIGHT IT. THIS DOES NOT PROMOTE THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE AS CLAIMED. TWO DOLLAR HOMEPLACES HAVE BURNED TO THE GROUND ON HALF DOLLAR RD IN YEARS PAST.

The extensions in construction completion and the CCUP itself defined in the Amendment to the CCUP can / would lengthen period of time to the dispute.

NNP Briar Chapel has expressed themselves to be the 'economic engine of Chatham co'. I ask the Board of Commissioners to help them achieve their goals for Briar Chapel and Chatham co as a whole , however I also ask you to protect us and our neighbors on Half Dollar Road from an amendment to the CCUP that deepens and extends the sword of oppression by profiteers that have no interest in promoting the health , safety and general welfare of Half Dollar Rd

property owners.

I AM STRONG, BECAUSE I'VE BEEN WEAK.
I AM FEARLESS, BECAUSE I'VE BEEN AFRAID.
I AM WISE, BECAUSE I'VE BEEN FOOLISH.

History of Isaac Clayton Dollar

Re: Half Dollar Road

Isaac Clayton Dollar , born on 6/9/1920
in a one room log cabin on Mt Gilead Church Road, Pittsboro,
North Carolina

Father - Earlie Jessie Dollar

Mother-Mamie Jones Dollar

attended Chatham co schools, dropped out of High School in the 10th grade

Signed up for Franklin Delano Roosevelt's Civilian Conservation Corps (CCC)

sent money home to support his family during the Great Depression

sent money to his parents to purchase the property known as the Dollar property in 1936

enlisted in the United States Navy 6/13/1941 assigned duty to the USS West Point

December 7th 1941 -Empire of Japan's Attack on Pearl Harbor Naval Base , Hawaii

January 30th, 1942

Isaac Clayton Dollar 's battle station is an 11 man crew, operating a 40mm anti-aircraft gun, starboard on the USS Westpoint, three squadrons of Japanesse Bombers bombed Keppel Harbor, the USS Wakefield took a direct hit moored next to the USS Westpoint, both troop transports taking on civilians and diplomats escaping Singapore

PFC I.C.Dollar USN is recognized for service in the Battle of Singapore

PFC I.C. Dollar USN serves active duty in WWII
UNTIL

receiving an ordinary discharge under honorable conditions
Feb 17,1944

I. C. Dollar contests his discharge and his disability from the United States Navy

Iassac Clayton Dollar renders a 57 year effort to challenge the US Navy over his disability

around 2000, Steve Corboy starts his 'visits' down Half Dollar Road to meet with I.C. Dollar and Verble W. Dollar in an effort to purchase the 28 acre lot

- I.C. Dollar tells Steve Corboy he is not interested in selling multiple visits insue as I. C. Dollar and Verble Dollar (wife) are befriended by Steve Corboy
 - I.C Dollar is set on not selling any of his land to Newland
- I. C. Dollar's obesession concerning his misfortune in obtaining his disability from the US Navy becomes the knowledge of Steve Corboy of Newland Communities
- I. C. Dollar and Verble Dollar never venture from their home to inquire about listing their property in Chatham co with any real estate agency serving Chatham co

Steve Corboy comes to visit the Dollars once again

tells them 'we are the nations largest deveolpers of communities ... we can help you in getting your disability from the Navy'

If you're agree to sell us portions of your land now and give us an option to purchase the rest of the land later, we'll offer you \$20,000 worth of legal service to see if you have a valid claim for the disability you seek

I.C. Dollar has just been told by the Vetrans Administration that there would be NO CHANGE IN THEIR DECISION UNLESS THERE WAS A CHANGE IN HIS MEDICAL HISTORY.

I.C.DOLLAR AND VERBLE DOLLAR AGREE TO CORBOY'S OFFER
STEVE CORBOY TELLS THE DOLLARS THEY'D GET CITY WATER
ON THEIR PROPERTY (VERBAL AGREMENT)

Newland Communities, LLC Vice Chairman & Cheif Operating
Officer along with LaDonna K. Monsees, Vice Chairman,
President & Cheif Financial Officer

writes the Dollars a letter to structure the plan on February, 28, 2001

EXHIBIT C

A CRIME HAS TAKEN PLACE IN CHATHAM CO, UNDUE INFLUENCE

THIS TRANSGRESSION BECOMES THE KNOWLEDGE OF DOUGLAS D. ROBERTS AND SISTER BRENDA NELL ROBERTS IN THE YEAR 2007

ISAAC CLAYTON DOLLAR'S MISFORTUNE IN SEEKING THE DISABILITY HE THOUGHT HE DESERVED WAS EXPLOITED BY NEWLAND COMMUNITIES

TO ACQUIRE HIS PROPERTY

IN 2011, DOUGLAS D. ROBERTS INQUIRES WITH THE NORTH CAROLINA OFFICE OF ARCHIVES AND HISTORY

15 YEARS AFTER I.C.DOLLARS DEATH, THE STATE OF NC WILL ERECT A HISTORICAL MARKER

SHOULD THE FAMILY WISH (CHATHAM CO, LYSTRA BAPTIST CHURCH OR THE LIKE) CHOOSE TO ERECT THE MARKER SOONER THERE WOULD BE AN EXPENCE BEARING OF \$1,500

maybe even NNP Briar Chapel offers

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), made and entered into this //d day of _______, 2001, by and between ISAAC C. DOLLAR and wife, VERBLE W. DOLLAR (collectively referred to hereinafter as the "Seller") and NEWLAND NATIONAL PARTNERS, LP, a California limited partnership referred to hereinafter as the "Buyer";

WITNESSETH:

WHEREAS, Seller is the owner of a tract of land located in Chatham County, North Carolina consisting of approximately twenty-seven and one half (27.5) acres, more or less, hereinafter defined and further described on Exhibit A, which is attached hereto and made a part hereof by reference (the "Subject Property"); and

WHEREAS, Seller desires to sell a part of the Subject Property to Buyer, and Buyer desires to acquire said part of the Subject Property, all pursuant to the terms and conditions hereinafter more specifically set forth.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby contract and agrees to sell and convey, and the Buyer does hereby agree to purchase a portion of the Subject Property, together with all easements and appurtenances thereto, at the price and upon the terms and conditions hereinafter set forth:

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- 1. <u>Purchase</u>. The sale and purchase of the portions of the Subject Property shall be in separate closings (the "Closings") as follows:
 - Initial Closing. At the initial closing (the "Initial Closing), Buyer shall purchase from Seller and Seller shall sell to Buyer the tract (containing four (4) acres) to be shown on the Subdivision Plat (hereinafter defined) as the initial tract (the "Initial Tract") to be sold by Seller and purchased by Buyer. The Initial Closing shall take place on before that date which is ninety (90) days following the Rezoning Approval (as hereinafter defined) or April 1, 2002, whichever occurs first. Notwithstanding the foregoing, if the Rezoning Approval is not obtained on or before April 1, 2002, the Buyer may extend the time for the Initial Closing for one (1) year upon the payment to Seller of an extension fee in the amount of Ten Thousand Dollars (\$10,000.00) which shall be non-refundable and shall not be credited towards the Purchase Price (as hereinafter defined).
 - (b) Second Closing. At the second closing (the "Second Closing"), Buyer shall purchase from Seller and Seller shall sell to Buyer the tract (containing five (5) acres) to be shown on the Subdivision Plat as the second tract (the "Second Tract") to be sold by Seller and purchased by Buyer. The Second Closing shall take place on or before that date which is one (1) year after the date of the Initial Closing;
 - (c) Third Closing. At the third closing (the "Third Closing"), Buyer shall purchase from Seller and Seller shall sell to Buyer the tract (containing five

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- (5) acres) to be shown on the Subdivision Plat as the third tract (the "Third Tract") to be sold by Seller and purchased by Buyer. The Third Closing shall take place on or before that date which is two (2) years after the date of the Initial Closing; and
- (d) Fourth Closing. At the fourth closing (the "Fourth Closing"), Buyer shall purchase from Seller and Seller shall sell to Buyer the tract (containing four (4), more or less, acres) to be shown on the Subdivision Plat as the fourth tract (the "Fourth Tract") to be sold by Seller and purchased by Buyer. The Fourth Closing shall take place on or before that date which is three (3) years after the date of the Initial Closing.

At the Initial Closing and from time to time thereafter, Seller will convey to Buyer upon Buyer's request and upon the approval of Seller, which approval shall not be unreasonably withheld, conditioned or delayed, such easements (the "Access and Utility Easements") over, under, across and through such portions of the Subject Property as may be reasonably necessary or convenient to provide Buyer with ingress, egress and regress to portions of the Subject Property conveyed to Buyer and to permit Buyer to install, repair and maintain utilities and/or implementing facilities serving such portions of the Subject Property as are conveyed to Buyer. The Access and Utility Easements shall be conveyed to Buyer at no cost, free and clear of all liens and encumbrances and shall be in a form reasonably acceptable to both Buyer and Seller.

2. <u>Place of Closings</u>. Each Closing shall take place at a location designated by Buyer in Durham, North Carolina. Buyer shall give Seller written notice thirty (30) days in advance of the date, time and location of each Closing.

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- 3. <u>Purchase Price.</u> The purchase price (the "Purchase Price") for the Subject Property shall be paid as follows:
 - (a) <u>Initial Tract</u>. The Purchase Price of the Initial Tract shall be Fifteen Thousand and no/100 Dollars (\$15,000.00) per acre for each acre;
 - (b) <u>Second Tract.</u> The Purchase Price for the Second Tract shall be Sixteen Thousand and no/100 Dollars (\$16,000.00) per acre for each acre;
 - (c) Third Tract. The Purchase Price for the Third Tract shall be Seventeen
 Thousand and no/100 Dollars (\$17,000.00) per acre for each acre; and
 - (d) <u>Fourth Tract</u>. The Purchase Price for the Fourth Tract shall be Eighteen Thousand and no/100 Dollars (\$18,000) per acre for each acre.

No portion of the Subject Property within the boundaries of the State-maintained portion of Half Dollar Road shall be used in computing the number of acres located in any portion of the Subject Property for purposes of determining the Purchase Price.

4. Payment

- (a) The Purchase Price for the Initial Tract shall be paid in full at the Initial Closing; and
- (b) The Purchase Price for the Second Tract, Third Tract and Fourth Tract shall be paid in full at the Closing of each such tract. At the Closing on the Fourth Tract, the Escrow Agent shall deliver any Earnest Money (as hereinafter defined) and any interest earned thereon to Seller to be credited towards the Purchase Price.

- 5. <u>Closing Documentation</u>. At each Closing, whether the Initial Closing or a subsequent Closing, the Seller shall execute and deliver to Buyer the following:
 - (a) A general warranty deed containing full English warranties of title on the most current North Carolina Bar Association form or its equivalent conveying to Buyer fee simple, marketable, indefeasible, and insurable (at regular title insurance rates) title to the portion of the Subject Property that is the subject of the Closing free and clear of all liens, charges and encumbrances, except for the lien of City-County ad valorem taxes for the year in which Closing occurs (which taxes shall be pro rated on a calendar year basis as of the date of Closing), and such other matters as may be agreed to in writing by the parties hereto ("Permitted Encumbrances");
 - (b) An owner's and contractor's affidavit on a form sufficient for use by Buyer in obtaining title insurance on the portion of the Subject Property that is the subject of the Closing free and clear of any mechanics' or material men's lien exception;
 - (c) An affidavit affirming that on the date of Closing there are no outstanding and unsatisfied judgments, tax liens, or bankruptcies against or involving the Seller and that there are no unrecorded interests in the Subject Property of any kind which are not Permitted Encumbrances;
 - (d) A statement from Seller certifying that all of the representations and warranties contained in paragraph 10 hereof, are true and correct as of the date of each respective Closing; and

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- (e) A Non-Foreign Person Affidavit.
- 6. Closing Costs. Seller shall pay for the revenue stamps on and the preparation of the general warranty deed. The Buyer shall pay for recording the general warranty deed and for any title insurance premiums. Each party shall pay its own attorney fees and any other costs and expenses that it incurs hereunder. Seller agrees to deliver exclusive possession of the portions of the Subject Property to Buyer at the Closing for that portion of the Subject Property.
- 7. Ad Valorem Taxes. All City-County ad valorem taxes on the portion of the Subject Property being closed for the year in which the Closing occurs will be prorated on a calendar year basis to the date of Closing; provided, however, that the Buyer shall be responsible for the payment of any deferred or roll-back taxes due on the portion of the Subject Property being closed and also any deferred or roll-back taxes due on those portions of the Subject Property which are not the subject of the Closing but which become due as a result of Closing on such portion of the Subject Property being closed.
- 8. Title Examination. Sixty (60) days following the date of this Agreement, Buyer shall cause its attorney to examine the title to the Subject Property and advise Seller in writing of any objections to said title (which objections shall not include any Permitted Encumbrances), and Seller shall have a period of fifteen (15) days from the date of notice of said objections within which to remedy said objections to the reasonable satisfaction of Buyer and its attorney. In the event said objections are not cured or remedied within said fifteen (15) day period, the Buyer, at its election, shall have the right to either (a) accept such title subject to the objections or (b) rescind this Agreement and receive the return of all sums paid into escrow in accordance with paragraph 14 hereof together with the interest earned thereon. Seller shall not create or allow to be created any lien, easement or other encumbrance on the title to the Subject Property without the prior written consent of Buyer. Seller agrees to give Buyer copies of all title policies and surveys pertaining to the Subject Property in its possession within fifteen (15) days after the date hereof.

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- 9. Survey. On or before December 31, 2001, Buyer shall cause a North Carolina licensed surveyor or engineer to prepare an accurate survey (the "Subdivision Plat") in a form suitable for recording which subdivides the Subject Property to create the Initial Tract, the Second Tract, the Third Tract, the Fourth Tract and the approximately ten (10) acre portion of the Subject Property (the "Reserved Tract") to be retained by the Seller and which shows all access to the Subject Property, and the location of all easements or encroachments, if any, affecting the Subject Property. Said survey and legal descriptions of Subject Property shall be subject to the reasonable approval of Seller. The legal descriptions and the Purchase Price at each Closing of the Subject Property shall be based on information contained in this survey. The Subdivision Plat shall not be recorded; however, individual subdivision plats subdividing the tract to be closed from the remainder of the Subject Property shall be prepared at Buyer's sole expense and shall be recorded contemporaneously with each respective Closing. The Seller agrees to execute the Subdivision Plat and other plats and to reasonably cooperate with their preparation and recording.
- 10. Representations and Warranties by Seller. At each Closing whether the Initial Closing or a subsequent Closing, Seller shall represent and warrant to Buyer that:
 - (a) Seller has all requisite power and authority to execute this Agreement, the Closing instruments listed in paragraph 5 hereof, and all other instruments required to be delivered by Seller under the terms of this Agreement;
 - (b) The conveyance of the Subject Property or any portions thereof pursuant hereto will not violate any private restriction or agreement or, to the best of the knowledge of Seller, any applicable statute, ordinance, governmental restriction or regulation;

- (c) There are no liens, easements or other encumbrances which encumber the Subject Property, other than those set forth on an Exhibit B ("Permitted Encumbrances"), if any, attached hereto and initialed by Seller and Buyer and hereby made a part hereof;
- (d) The Seller has received no notice of any action, litigation, pending or threatened condemnation or other proceeding of any kind pending against the Seller which relates to or affects the Subject Property;
- (e) Seller, on the date of each respective Closing, will have complied with all of its obligations required to be performed by that date, unless such compliance has been waived in writing by Buyer, and all warranties made hereunder shall be true and correct on the date of each respective Closing;
- (f) To the best of Seller's knowledge, there are no underground storage tanks located on the Subject Property; and
- (g) Seller has not caused or permitted any portion of the Subject Property to be used to generate, manufacture, refine, transport, treat, store, handle or contain any hazardous, dangerous or toxic substance, as those terms are defined in all applicable environmental laws, rules, regulations or ordinances of any federal, state or local government or agency, including, without limitation, toxic wastes or asbestos or products made from either, nor to the best of Seller's knowledge, has it ever been used for a purpose that would generate hazardous substances that might have been discharged on or buried in the Subject Property.

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Seller hereby agrees that the truthfulness of each of said representations and warranties and of all other representations and warranties herein made is a condition precedent to the performance by Buyer of its obligations hereunder, and all of said representations and warranties shall be deemed to be repeated at each Closing. Upon the breach of any thereof, or in the event any of the conditions precedent to Closing as described herein have not been satisfied or waived as of the date of any Closing, or upon the breach by Seller of any representation, warranty, condition or provision hereof, Buyer may, prior to such Closing, terminate this Agreement, declare it null and void, and receive a return of all Earnest Money heretofore deposited in escrow pursuant to paragraph 14 hereof, together with any interest earned thereon. The foregoing remedy is not intended to be an exclusive remedy of Buyer.

- 11. <u>Utilities</u>. On or before December 31, 2001, Buyer shall make inquiries and satisfy itself as to the availability of and capacity of water, sanitary sewer, storm sewer, electricity, telephone and gas utilities serving the Subject Property. In the event that Buyer determines any utility is not available, or that the cost of bringing that utility to the property in adequate capacity is excessive, Buyer may terminate this Agreement, declare it null and void, and receive a return of all Earnest Money heretofore deposited in escrow pursuant to paragraph 14 hereof, together with any interest earned thereon.
- 12. <u>Inspection and Surveys</u>. At the time of the signing of this Agreement, Seller will tender to Buyer copies of all soil tests, developmental plans, surveys, licenses, and permits in its possession related to the Subject Property. At any time during the term of this Agreement, Buyer or its agents or employees will be entitled to go upon the Subject Property to inspect the Subject Property and to perform soil analysis, boundary, physical or topographical surveys, and other studies

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necessary to determine that the soil on the Subject Property will support and be suitable for the improvements contemplated by the Buyer and that there is no environmental contamination on the Subject Property. In the event that the soil analysis states that the soil on the Subject Property does not have sufficient load bearing quality to support the development (which improvements shall be assumed to be of the maximum height permitted by the proposed zoning), that subsurface obstructions, environmental contamination or other conditions exist which, in the opinion of Buyer, make the development of the Subject Property infeasible, Buyer may terminate this Agreement, declare it null and void, and receive a return of all Earnest Money heretofore deposited in escrow pursuant to paragraph 14 hereof, together with any interest earned thereon.

- 13. Additional Conditions Precedent to Closing. In addition to the foregoing, the Buyer shall have the right to terminate this Agreement and to receive the return of its Earnest Money delivered in escrow and all interest earned thereon in the event any of the following conditions precedent are not satisfied on or before the date of the Initial Closing:
 - (a) Buyer is able to obtain the final unappealable approval (the "Rezoning Approval") suitable for its development plans;
 - (b) Buyer is able to obtain all governmental licenses and permits, available at the time, necessary to construct a mixed use development, of size acceptable to Buyer, on the Subject Property; and
 - (c) The Buyer and Seller have agreed upon the Subdivision Plat.

Seller, agrees to fully co-operate with Buyer in Buyer's efforts to obtain rezoning and governmental approvals including without limitation the execution of that rezoning petition attached hereto as Exhibit C and incorporated herein, other rezoning petitions for text amendments, and any

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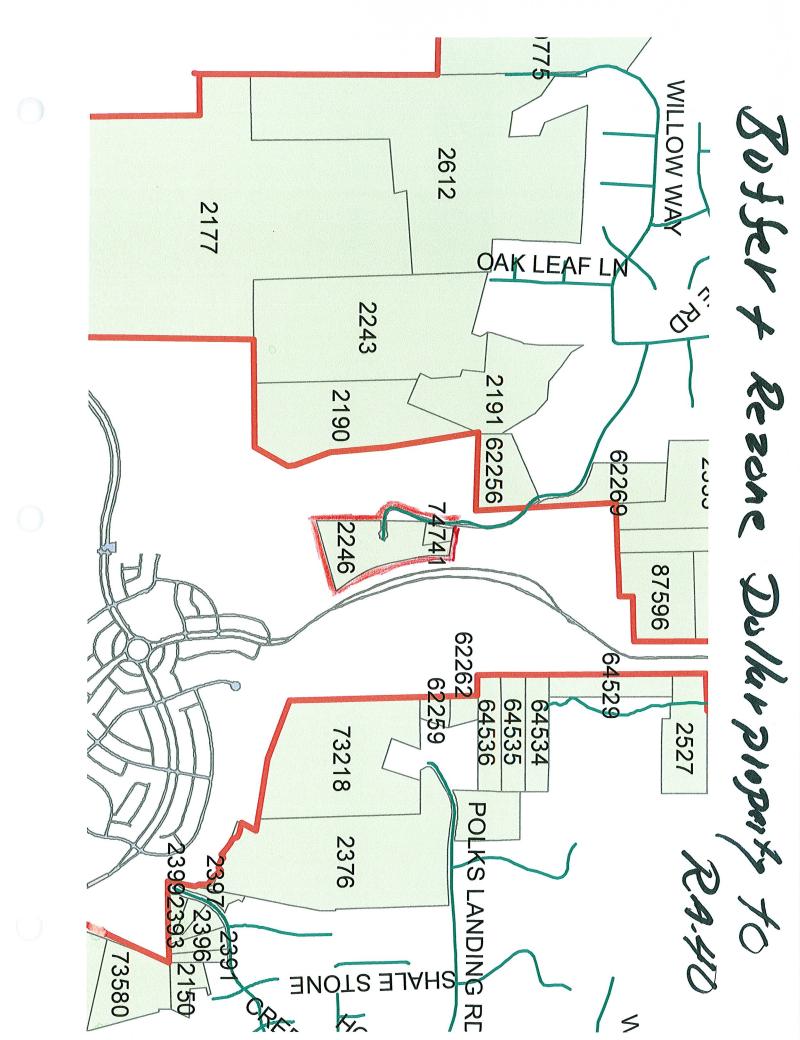
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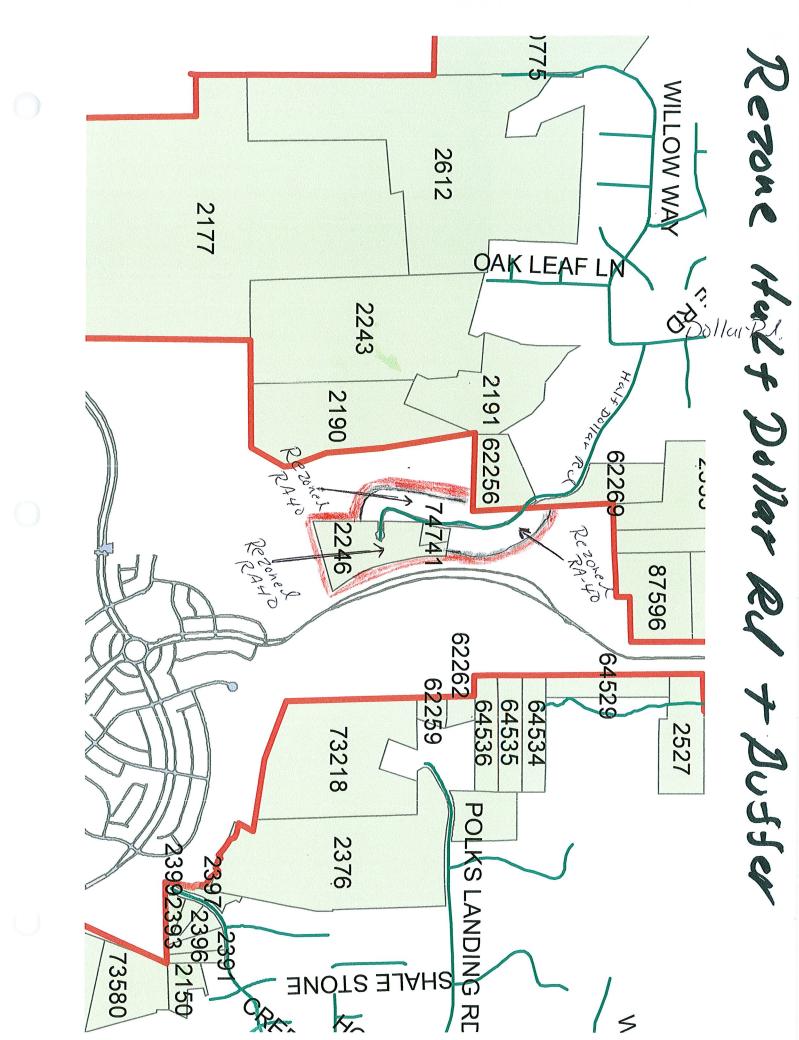
other documents necessary or convenient to allow Buyer to obtain the entitlements. No rezoning of the Subject Property will be fully implemented unless Buyer intends to close on the Subject Property.

- 14. <u>Earnest Money</u>. Within ten (10) business days of obtaining the final unappealable Rezoning Approval, the Buyer shall deposit Ten Thousand Dollars (\$10,000.00) as Earnest Money with Chicago Title Insurance Company (the "Escrow Agent").
- 15. <u>Broker's Commission</u>. Seller and Buyer represent each to the other that no broker's or real estate commissions are due as a result of the Closing of this transaction. Seller agrees to indemnify Buyer against any cost and expense (including reasonable attorneys' fees) incurred by Buyer as a result of the untruth of the foregoing representation by Seller. Buyer agrees to indemnify the Seller against any cost and expense (including reasonable attorneys' fees) incurred by Seller as a result of the untruth of the foregoing representation by Buyer.
- 16. <u>Assignment</u>. Buyer may assign its rights, duties and obligations hereunder to any entity affiliated with Buyer. Otherwise, this Agreement may not be assigned by Buyer without Seller's written permission.
- 17. <u>Survival</u>. All of the terms, covenants, conditions, representations, warranties, and agreements of this Agreement shall survive and continue in full force and effect and shall be enforceable after the date of each respective Closing.
- 18. <u>Notices</u>. All notice or election required or permitted to be given or served by any party hereto upon any other party shall be deemed given or served in accordance with the provisions of this Agreement, if said notice or election is directed to Seller by delivering it personally to Isaac C. Dollar, or if said notice or election is directed to Buyer, by delivering it personally to Derek C.

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February 28, 2001

Mr. and Mrs. Isaac Dollar 650 Half Dollar Road Chapel Hill, NC 27516

VIA FED EX 919/933-0074

9404 Genesee Avenue

Suite 230

La Jolla, CA 92037-1354

858 • 455 • 7503

Fax 858-455-5368

Mailing Address:

P.O. Box 85034

San Diego, CA 92186-5034

info@newlandcommunities.com

w. andcommunities.com

Dear Mr. and Mrs. Dollar:

Thank you for meeting with Steve Corboy to discuss the possible terms under which you might be willing to sell part of your land to Newland Communities. This letter will serve as our understanding regarding the purchase of all but ten acres of your approximately 28 acres in Chatham County, North Carolina.

Newland is willing to enter into an option to purchase approximately 18 acres of your land, subject to approval by Chatham County for a Conditional Use District, with R-20 zoning, suitable for Newland's development of a master-planned community.

The option and consideration for option.

Newland will option the property while it seeks to obtain satisfactory zoning. If Newland is successful in zoning, then Newland proposes two alternative payment plans outlined below to acquire your property. The consideration for the option will be Newland's agreement to pay for its local law firm to review the Isaac Dollar file and interview Isaac Dollar to research and advance an opinion on whether or not Isaac has a reasonable chance to have a valid claim for wrongful discharge against the Navy.

If Newland's desired zoning is approved on the property on or before December 31, 2001 then the option will become a contract for sale. If zoning is not approved by December 31, 2001, Newland may extend the option for 12 months for a fee of \$10,000.

Mr. & Mrs. Isaac Dollar February 28, 2001 Page 2



Plan One.

Within 10 business days of obtaining zoning, Newland will escrow a deposit of \$10,000 with its title insurance company. The closing will take place within 90 days thereafter, for a cash purchase price to be determined by a survey at Newland's expense. Said purchase price will be \$15,000 per acre times the acreage as certified by the surveyor (John R. McAdams Company).

Plan Two.

Within 10 business days of obtaining zoning, Newland will escrow a deposit of \$10,000 with its title insurance company. Newland will close the contract in stages as follows:

- 1. \$60,000 cash paid at initial closing (including the earnest money deposit) within 60 days of opening escrow for four acres certified by Newland's surveyor (\$15,000 per acre).
- 2. One year from the initial closing, Buyer will pay Seller the sum of \$80,000 for five acres of land (\$16,000 per acre). Seller will release 5 acres.
- 3. Two years from the initial closing, Buyer will pay Seller the sum of \$85,000 for five acres of land (\$17,000 per acre). Seller will release 5 acres.
- 4. Three years from the initial closing, Buyer will pay Seller \$18,000 per acre for the remaining four more of less acres. Seller will release the remaining acres.

Both of the above proposals are subject to Newland obtaining satisfactory zoning, good marketable fee simple title to the property and our mutual agreement on how the property will be divided. All of the survey costs will be at Newland's expense. The legal work paid for by Newland for Isaac Dollar to research his claim against the Navy will not apply to either of the above outlined plans.

Under both plans, you agree to cooperate with Newland in obtaining zoning for the property and you will execute petition documents as required to submit the property for text amendments and zoning Mr. & Mrs. Isaac Dollar February 28, 2001 Page 3



approvals. Also, you will agree to grant Newland the right of first refusal to acquire up to nine of your remaining ten acres.

It is understood by the parties hereto that this Letter of Understanding does not constitute an agreement between them, and is merely to serve as a guide for negotiation and execution of a definitive Option Agreement covering the forgoing matters. The details of the terms described above, both expressed and implied, shall be negotiated by the parties and their respective legal counsel, and the above-described transaction is subject to, and conditional upon, the formal execution of the Option Agreement by the parties.

If this proposal is acceptable, please sign below and return a copy of this letter to Steve Corboy or me. We will then cause our attorneys to prepare an option/contract. Upon execution of the option/contract between the parties, we will set up the meeting with Isaac and our attorney to review his Navy claim.

Very truly yours,
NEWLAND COMMUNITIES, LLC

Derek C. Thomas
Vice Chairman & Chief Operating Officer

LaDonna K. Monsees
Vice Chairman, President & Chief Financial Officer

We, the undersigned accept Plan ______ of the above proposal.

Dated: ______

Isaac C. Dollar

Dated: ______

Verble Dollar

Owner Authorization Form

PIN#: 97652782646 Parcel ID#: 2246

())

I hereby certify that <u>Newland Communities</u> is an authorized agent for the property identified above and is permitted by me to file this rezoning/conditional use application.

Owner Signature	Signature Date
Inte W. Dollar	4-6-04 4-6-04
I.C. Dollar	Date
NNP-Briar Chapel, LLC	Date



BAGWELL HOLT SMITH JONES & CROWSON, P.A.

ATTORNEYS AT LAW

111 CLOISTER COURT, SUITE 200

CHAPEL HILL, NORTH CAROLINA 27514

TELEPHONE: (919) 401-0062

FACSIMILE: (919) 403-0063

www.bhspo.com

<u>of Counsel:</u> O. Kenneth Bagwell, Jr. Beth Tillman

sender's email: nsmith@bhspa.com

September 23, 2009

William T. Hutchins, Jr. Kennon, Craver, Belo, Craig & McKee, PLLC Attorneys at Law 4011 University Drive, Suite 300 Durham, NC 27707

Re: Isaac Clayton Dollar, Verble Dollar / Newland Communities

Dear Bill:

THOMAS R. HOLT

JEFFREY A. JONES

JOHN G. MISKEY IV

NATHANIEL C. SMITH

CHRISTOPHER A. CROWSON

Following up on our brief discussion a few weeks ago, our firm represents Clayton and Verble Dollar regarding their property which is adjacent to Briar Chapel, and which was, upon information and belief, contained within a larger tract that Newland had rezoned several years ago. The Dollars have seen their property taxes skyrocket since the rezoning, and they want to be sure that they reap the benefit as well, by being able to connect to the water and sewer lines in the community. It is my understanding that as part of the rezoning process all properties within that district were to be connected at some point to the Briar Chapel water system.

I would very much appreciate your presenting this request to the Newland Communities personnel who handle these matters. I would also ask that Newland verify in writing that the Dollars are entitled to connect to the Briar Chapel infrastructure; and would ask that Newland prepare some recordable instrument to put in the public record clarifying the Dollars' rights to water and septic.

Thank you for your prompt attention to this, and I look forward to hearing from you in the near future. With kindest regards, I am

Very truly yours,

agwell Holt Smith Jones & Crowson, P. A.

Nathaniel C. Smith

NCS/lts

c: Clayton and Isaac Dollar; Doug Roberts

EXHIBI KENNON CRAVER

William A Anderson, III
Robert O Belo
Gwendolyn C Brooks
J Alan Campbell
Joel M Craig
G Rhodes Craver
James R Easthom
William T Hutchins, Jr
A William Kennon
Katherine L McKee
Henry W Sappenfield

Leigh P Vancil

Benjamin B Ingold

kennon, craver, belo, craig & mckee, pllc

ATTORNEYS AT LAW

December 17, 2009

Nathaniel C. Smith Bagwell, Holt & Smith, P.A. 111 Cloister Court, Suite 200 Chapel Hill, North Carolina 27517

Re: Dollar/NNP Briar Chapel, LLC

Dear Nat:

It is my understanding that the son of the Dollars (Doug Roberts) contacted Lee Bowman of NNP last week. Mr. Roberts intimated that he felt a written response to their request for a water and sewer easement is in order. As such, I am honoring his request.

It is my client's position that it has no contractual or other legal obligation to provide such an easement. As such, no easement will be provided at this time. It is also my client's position that its Right of First Refusal regarding the Dollar homeplace remains in full force and effect.

Please do not hesitate to contact me if you have any questions.

Sincerely yours,

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ULL T. Helen 57

William T. Hutchins, Jr. FOR THE FIRM

WTH/vpw

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