DOCUMENT COVER SHEET

Document Title(s) (or transactions contained therein):
Agreement

Grantor/Trustor/Mortgagor(s)

ACTS Retirement-Life Communities, Inc. formerly known as Adult Communities Total Services, Inc.

Additional names on page __________ of document.

Grantee/Trustee/Mortgagee(s)

John P. Parnell, unmarried

Additional names on page __________ of document.

Legal Description:

1. County:
2. Township:
3. Lot Number/or Acreage:
4. Subdivision Name:
5. Additional legal is on page __________ of document.

Assessor's Property Tax Parcel/Account Number(s)

Document Prepared By:
Charles H. Cranford

Return Original Document To:
Charles H. Cranford
Box 129
Charlotte, NC
AGREEMENT

This Agreement is made this 29 day of April, 2014 by and between ACTS Retirement-Life Communities, Inc. (formerly known as Adult Communities Total Services, Inc.), a Pennsylvania corporation domesticated in North Carolina (herein “ACTS”) and John P. Parnell (unmarried) of Mecklenburg, North Carolina (herein “Parnell”).

STATEMENT OF PURPOSE AND RECITALS:

A. Parnell is the owner of a certain tract of land located in Matthews, North Carolina known as tax parcel numbers 227-027-31 and 227-027-42 on the tax records of Mecklenburg County, North Carolina (herein “Parnell Tracts”); and being more particularly described on Exhibit A attached hereto;

B. ACTS is the owner of a certain tract of land located in Matthews, North Carolina known tax parcel number 227-027-43 on the tax records of Mecklenburg County, North Carolina (herein “ACTS Tract”); and being more particularly described on Exhibit B attached hereto;

C. Parnell is the holder of an easement for purposes of ingress, egress and regress to the Parnell Tracts which easement is located on the ACTS Tract which easement is described in that certain deed recorded in Book 4132, page 194 in the Mecklenburg County Public Registry and which easement is more particularly described on Exhibit C attached hereto (herein “Access Easement”);

D. Parnell desires that ACTS grant to Landtec Development, Inc. (“Landtec”) a sewer easement across the ACTS Tract to serve the Parnell Tracts, said easement to be in the location hereinafter set forth;

E. The purpose of the sewer easement described in paragraph D above is so that the Parnell Tracts may be developed as a residential subdivision;

F. ACTS desires that Parnell release and terminate the Access Easement prior to the time that the Parnell Tracts are developed as a residential subdivision;

G. ACTS has agreed to grant to Landtec the sewer easement described in paragraph D above on the terms and conditions set forth hereinafter and in consideration Parnell has agreed to release and terminate the Access Easement on the terms and conditions set forth hereinafter.

H. The parties are entering into this Agreement in order to document their agreement with respect to the matters described in these Recitals.
Agreement

1. **Sewer Easement.** Within 3 days of the full execution of this Agreement, ACTS will grant to Landtec a sewer easement across the ACTS Tract in the location described in Exhibit D attached hereto by executing and delivering to Landtec the Easement Agreement, a copy of which is attached hereto as Exhibit D.

2. **Access Easement.** At the time of conveying the Parnell Tracts to a third party, Parnell will release and terminate the Access Easement by executing and delivering to ACTS a Release and Termination Agreement in recordable form satisfactory to ACTS and its attorneys; provided however, Parnell may retain an access easement in the current location of the Access Easement for himself, and his successors and assigns, which will terminate upon the development of the Parnell Tracts as a residential subdivision or for multi-family purposes. Parnell will give ACTS ten (10) days written notice prior to conveying the Parnell Tracts to a third party.

3. **Remedies.** In the event of a default under this Agreement, the non-defaulting party shall have all remedies available to it at law or in equity for such default, including but not limited to the remedy of specific performance.

4. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

5. **Notices.** All notices required to be given hereunder shall be sent by certified or registered mail, return receipt requested, or by private express delivery service with overnight delivery guaranteed, and addressed as follows:

   **If intended for Parnell:**
   John P. Parnell  
c/o Landtec Development, LLC  
2701 Colsgate Road, Suite 300  
Charlotte, NC 28211

   **With a copy to:**
   Landtec Development, LLC  
2701 Colsgate Road, Suite 300  
Charlotte, NC 28211

   **If intended for ACTS:**
   ACTS Retirement Communities  
375 Morris Road  
West Point, PA 19486  
Attn: Jeff Rathfon

   **With a copy to:**
   Saul Ewing LLP  
1500 Market Street, 38th Floor  
Philadelphia, PA 19102  
Attn: Glenn Fox, Esquire
6. **Paragraph Headings.** Paragraph headings relating to the contents of a particular paragraph have been inserted for convenience or reference only and are not to be construed as parts of the particular paragraph to which they refer.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and the parties are not bound by any express or implied warranties, guaranties, statements or representations pertaining to the matters set forth herein that are not specifically set forth herein. This Agreement may be modified or amended only in writing signed by each of the parties hereto.

8. **Recitals.** The parties represent that their respective statements contained in the Recitals and Statement of Purpose are true and accurate to the best of their knowledge and such representations are to be considered a part of this Agreement.

9. **Choice of Law.** This Agreement shall be governed by and construed under the laws of the State of North Carolina.

10. **Time of the Essence.** Time is of the essence with respect to every provision of this Agreement.

In Witness Whereof, the parties have caused this Agreement to be executed the day and year first above written.

\[Signature\]

John P. Parnell

---

**Drawn By and Mail To:**
Cranford, Buckley, Schultze,
Tomchin, Allen & Buie, P.A.
Charles H. Cranford
Box 129
Charlotte, NC

**By:**

[Signature]

JEFFREY J. RATHFON
Sr. V.P. Real Estate and Development
ACTS Retirement-Life Communities, Inc.
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Susie B. Yearick, a Notary Public of the County and State aforesaid, certify that John P. Parnell personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this the 24 day of April, 2014.

SUSIE B. YEARICK
NOTARY PUBLIC
MECKLENBURG COUNTY
STATE OF NORTH CAROLINA

My commission expires 06-26-2017

(Notarial Seal)

STATE OF Pennsylvania

COUNTY OF Montgomery

I, Jo Ann Bisbing, a Notary Public of the County and State aforesaid, certify that Jeffrey S. Parnell personally appeared before me this day and acknowledged that he is Vice President of ACTS Retirement-Life Communities, Inc., a Pennsylvania corporation domesticated in North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him/her as its Vice President.

Witness my hand and official stamp or seal, this 15 day of April, 2014.

Jo Ann Bisbing
Notary Public

My commission expires: Dec 5, 2015
EXHIBIT A

Tract 1:

BEGINNING at an old iron marking the southwesterly corner of the property of Mrs. E. A. Punderburk (now or formerly), said iron being running thence with a line of Mrs. E. A. Punderburk N. 32-14-10 W., formerly; thence with the Welch line S. 22-18-00 W. 319.49 feet to an iron a corner of Hattie G. Welch property (now or formerly); thence S. 15-20-40 E. 384.99 feet to a new iron; thence N. 59-38-20 E. 172.12 feet to the point or place of beginning, and containing 3.28 acres as shown on survey of the property of C. S. Reed by P. Donald Lawrence, dated October 23, 1975.

Tract 2:

BEGINNING at an old iron in the westerly terminus of Marion Drive, said old iron being located S 33-49 E 540.9 feet from a point in the centerline of the Matthews-Pineville Road (N.C. Highway 551), which said point marks the northermost corner of the property conveyed to the party of the first part herin by deed recorded in Book 3531, Page 499 of the Mecklenburg County Public Registry, and running thence N 80-17 W 264.08 feet to an iron; S 57-26-30 E 50.06 feet to an iron; S 71-50 W 99.48 feet to an iron; S 48-14-30 N 86.35 feet to an iron; E 83-11-30 E 275.34 feet to an iron; S 15-14-30 E 384.94 feet to an iron; N 59-34-30 E 15.0 feet to an iron; E 01-03 W 302.50 feet to an iron; S 64-12 W 145.0 feet to an iron; N 25-48 W 135.6 feet to an iron; S 76-53 W 205.0 feet to an iron; W 29-43 N 300.0 feet to an iron; W 39-13 N 326.0 feet to an iron; N 65-51 W 181.40 feet to an old iron, the point and place of BEGINNING, containing 2.36 acres, all as shown on survey for John P. Parrish and wife, dated November 14, 1976, prepared by Reece P. Mcllroy, R.E., together with a 15' easement for purposes of ingress, egress and access to the property described above, the centerline of said 15' easement being more particularly described as follows: BEGINNING at a point in the centerline of the Matthews-Pineville Road, which point is located S 60-39-30 W 12.04 feet from the northermost corner of the property described in deed recorded in Book 3541, Page 499 of the Mecklenburg County Public Registry, and running thence S 33-49 E 503.33 feet to a point; thence S 79-40-30 E 16.70 feet to a point in the westerly terminus of Marion Drive.

BEING a portion of the property conveyed to C.B. Reed by deed recorded in Book 3531, Page 314 of the Mecklenburg County Public Registry, and being the property devised to Lewis H. Parrish, Jr., Trustee by the Will of Charles S. Reed (see Estate File No. 70-E-1224).
EXHIBIT B

EXHIBIT A 5652 6742

TO

GENERAL WARRANTY DEED

OF

TOTAL CARE SYSTEMS OF GEORGIA, INC.

TO

ADULT COMMUNITIES TOTAL SERVICES, INC.

DATED: NOVEMBER 11, 1987

BEGINNING at a point in the center line of the right-of-way of North Carolina Highway 51 located N. 60-29-53 E. 200.60 feet from a null located at the intersection of the center line of the right-of-way of North Carolina Highway 51 and the center line of the right-of-way of Bubbling Well Road; and runs thence with the center line of the right-of-way of North Carolina Highway 51 N. 60-29-53 E. 94.46 feet to a point; thence westerly boundary of the land conveyed to Donald Gray by deed recorded in Book 2874, Page 560, Mecklenburg County Public Registry, the westerly boundary of the land conveyed to Kathryn Adams by deed recorded in Book 4251, Page 574, Mecklenburg County Public Registry and the westerly terminus of Karion Drive S. 30-26-16 W. 541.04 feet to an iron found in the northwesternmost corner of the land conveyed to John P. Parnell and wife, Wanda J. Parnell by deed recorded in Book 4132, Page 194, Mecklenburg County Public Registry; thence westerly boundary of the land conveyed to John P. Parnell and wife, Wanda J. Parnell by deed recorded in Book 4132, Page 194, Mecklenburg County Public Registry seven [7] courses and distances as follows: (1) S. 65-41-58 E. 191.67 feet to an iron found; (2) S. 39-03-09 E. 254.00 feet to an iron found; (3) S. 29-33-39 E. 300.07 feet to an iron found; (4) S. 57-44-04 E. 261.99 feet to an iron found; (5) S. 25-39-20 E. 135.15 feet to an iron found; (6) N. 6-20-40 E. 144.50 feet to an iron set; and (7) N. 00-39-20 W. 102.84 feet to an iron found, thence with the southerly boundary of the land conveyed to John P. Parnell and wife, Wanda J. Parnell by deed recorded in Book 1813, Page 723, Mecklenburg County Public Registry S. 59-42-25 E. 357.92 feet to an iron found in a common corner of the land conveyed to John P. Parnell and wife, Wanda J. Parnell by deed recorded in Book 1813, Page 723, Mecklenburg County Public Registry, the land conveyed to Johnnie Thrilling by deed recorded in Book 1947, Page 151, Mecklenburg County Public Registry and the Lloyd C. Bost Land; and runs thence with the westerly boundary of the Lloyd C. Bost Land S. 05-33-34 E. 627.57 feet to an iron found in the northwesterly corner of the Ozie Johnson Land line (see deeds recorded in Book 3100, Page 261, and Book 3156, Page 14, Mecklenburg County Public Registry) thence with the boundary of the Ozie Johnson Land line as recorded in Book 3100, Page 261 and Book 3156, Page 14, Mecklenburg County Public Registry thence five (5) courses and distances as follows: (1) S. 05-34-31 E. 112.93 feet to a point; (2) S. 06-23-45 E. 787.19 feet to an iron found; and (3) S. 06-23-12 E. 456.33 feet to an iron found in the northerly boundary of the land described in Deed to Ozie Johnson and wife recorded in Book 4004, Page 357, Mecklenburg County Public Registry thence with the northerly boundary of the land described in Deed to Ozie Johnson and wife recorded in Book 4004, Page 357, Mecklenburg County Public Registry S. 80-01-08 W. 683.37 feet to an iron found in the center line of a creek at the southeast corner of the land conveyed to L. M. Bigham by deed recorded in Book 3955, Page 256, Mecklenburg County Public Registry; thence with the boundary of the Bigham Land three (3) courses and distances as follows: (1) N. 14-57-50 W. 749.64 feet to an iron set; (2) with the arc of a circular curve to the right having a radius of 751.57 feet, an arc distance of 205.30 feet to an iron set; and (3) S. 72-54-20 W. 141.10 feet to an iron set in the easterly boundary of Block A of the lots of Sardis Grove Subdivision shown on map recorded in Map Book 7, Page 421, Mecklenburg County Public Registry; thence with the easterly boundaries of the lots in Block A of Sardis Grove Subdivision as shown on map thereof recorded in Map Book 7, Page 421, Mecklenburg County Public Registry Four (4) courses and distances as follows: (1) N. 31-50-55 W. 169.84 feet to an iron set; (2) N. 15-33-06 W. 1166.81 feet to an iron found; (3) W. 16-19-45 W. 706.30 feet to an iron set; and (4) N. 31-39-20 W. 597.28 feet to the beginning, containing 49.523 acres, all as shown on the certain survey prepared by F. Donald Lawrence and Associates, P. A., dated August 8, 1985 and revised May 8, 1986.
INDIVIDUAL DEED

STATE OF NORTH CAROLINA

MECKLENBURG COUNTY

This Deed

Made this 20 day of November, A.D., 1938, by and between

LEWIS H. PARRHAM, JR., Trustee under Trust Agreement by and between Charles S. Reed, as Grantor, and LEWIS H. PARRHAM, JR., as Trustee, dated the 24th day of February, 1975, and as Executor under the Will of Charles S. Reed,

of the County of Mecklenburg and State of North Carolina

Part, etc., of the first part, and

JOHN F. FARNELL and wife, MAMIE J. FARNELL

of the County of Mecklenburg and State of North Carolina

part, etc., of the second part:

WITNESSETH, that the said part, etc., of the first part, in consideration of One Dollar and other valuable considerations, to him, paid by the party of the second part, the receipt of which is hereby acknowledged, has parted, conveyed and sold, and by these presents do, for, grant, bargain, sell and convey unto the said, parties of the second part, and their heirs, all that tract or parcel

of land, situate, lying and being in

Providence Township, Mecklenburg County, State of North Carolina, and more particularly described as follows:

BEGINNING at an old iron in the westerly terminus of Marion Drive, said old iron being located 153-49 x 540.9 feet from a point in the centerline of the Matthews-Pineville Road (N.C. Highway 551), which said point marks the northwest corner of the property conveyed to the party of the first part herein by deed recorded in Book 551, Page 499 of the Mecklenburg County Public Registry, and running thence E 68-17 x 344.00 feet to an iron; S 57-28-30 x 60.00 feet to an iron; S 71-50 x 99.98 feet to an iron; S 48-14-30 x 96.35 feet to an iron; N 62-13-30 x 258.76 feet to an iron; S 15-24-30 x 384.94 feet to an iron; N 39-34-30 x 15.6 feet to an iron; N 01-03 x 102.50 feet to an iron; N 64-12 W 145.0 feet to an iron; N 25-18 W 135.0 feet to an iron; S 76-53 W 265.0 feet to an iron; S 29-45 W 300.0 feet to an iron; N 39-13 W 286.0 feet to an iron; N 65-51 W 191.90 feet to an old iron, the point and place of beginning, containing 6.38 acres, all as shown on survey for John F. Farnell and wife, dated November 14, 1978, prepared by Recce P. vitamins, etc., together with a 15' easement for purposes of ingress, egress and regrage to the property described above, the centerline of said 15' easement being more particularly described as follows: BEGINNING at a point in the centerline of the Matthews-Pineville Road, which point is located 153-49 x 540.9 feet from the northwest corner of the property described in deed recorded in Book 551, Page 499 of the Mecklenburg County Public Registry, and running thence E 33-49 x 501.33 feet to a point; thence S 79-44-30 x 16.70 feet to a point in the westerly terminus of Marion Drive,

BEING a portion of the property conveyed to C.R. Reed by deed recorded in Book 313, Page 214 of the Mecklenburg County Public Registry, and being the property devised to Lewis H. Parrham, Jr., Trustee by the will of Charles S. Reed (see EXHIBIT FILE No. 70-8-1224).
TO HAVE AND TO HOLD the aforesaid LOTS OF LAND, together with all the
rights, title, interest, and appurtenances thereto belonging, to the said
heirs and assigns, to their heirs and assigns, for ever.

And the \^[party of the first part\^] for the \^[heirs, executors and administrators\^] with the said part deceased, for the
said part deceased, \^[heirs and assigns\^] seized of said premises in fee, and have the right to convey the same in fee simple, that the same are free and clear
from all incumbrances, and that \^[will warrant and defend the said title to the same\^]

IN TESTIMONY WHEREOF, the said part deceased, the said part deceased, and said part deceased, the day and year above written.

Signed, sealed and delivered

IN THE PRESENCE OF

[Signatures]
STATE OF ______________________
County of ______________________

I, ______________________________, being duly sworn, do hereby certify that

Lewis H. Parkman, Jr., Trustee under Trust Agreement by and between Charles
E. Parkman, "GRANDPA" and REBECCA M. PARKMAN, "PAPPA", as Trustees, dated the 30th day
of ________, 1970, and as Executor and under the Will of Charles E. Read,

and acknowledged the due execution of the foregoing (or attached) instrument.

Let the instrument and the certificate be recorded.

WITNESS my hand and seal. This ______ day of ____________________________, A.D. 2014.

Notary Public
My commission expires: 10-1-81

INDEED

STATE OF ______________________
County of ______________________

The foregoing (or attached) certificate of ____________________________, Notary Public for said
County and State

is certified to be correct.

This ______ day of ____________________________, A.D. 2014

Charles H. Crowther, State of North Carolina
EXHIBIT D

EASEMENT AGREEMENT

A Portion of Tax Lot Number: 227-027-43  Property Address: Plantation Estates Drive, Matthews, NC

Brief Description for the Index: near Plantation Estates Drive, Matthews, NC

THIS GRANT OF EASEMENT is made this ___ day of April, 2014, by and between ACTS Retirement-Life Communities, Inc. (formerly Adult Communities Total Services, Inc.), a Pennsylvania corporation domesticated in North Carolina (hereinafter referred to as GRANTOR) and Landtec Development, Inc., a North Carolina corporation, Mecklenburg County, North Carolina (hereinafter referred to as GRANTEE).

The designation GRANTOR and GRANTEE, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

Said GRANTOR, in consideration of Ten Dollars ($10.00), to be paid by Grantee, the GRANTOR has bargained and sold, and by these presents does bargain, sell, and convey to said GRANTEE and its successors the right to use, for the purpose of laying, constructing, and maintaining a sanitary sewer line(s), that certain strip or parcel of land 20 feet in width for the permanent easement and 45 feet in width for the temporary construction easement, in or near the City of Charlotte, County of Mecklenburg and State of North Carolina, more particularly described as follows.

THAT PORTION of land so labeled on the map attached hereto and incorporated by reference, said map having been prepared by or for the City of Charlotte.

GRANTOR understands and agrees that the consideration amount covers and includes all improvements located within the easement area or areas unless stated otherwise.

GRANTEE shall have such right of ingress, egress, and regress over and upon any lands of the GRANTOR adjacent to or in the vicinity of the easement areas as may be necessary for the purposes of locating, laying, constructing, reconstructing, inspecting, operating, extending, maintaining, and otherwise keeping open and in good repair the sanitary sewer line(s), water
line(s), or meter(s) for which the easement is granted. If adequate access is not provided by established means of approach, the GRANTOR shall be compensated for any damage resulting at any time from the exercise of the right of ingress, egress, and regress hereby granted. In the event of disagreement at any time as to the amount of any such damage, one arbitrator shall be selected by the GRANTOR, one by the GRANTEE, and a third, if necessary, by the two so selected, and that the decision in writing of two of said arbitrators shall be final and binding upon the parties hereto.

It is further understood that the GRANTOR shall erect no permanent structure of any kind over or across this Easement. For purposes of this Easement, permanent structure includes, but is not limited to: buildings, tennis courts, and swimming pools. Neither may water be ponded or impounded over or across said Easement.

This Easement may be assigned to the City of Charlotte, NC.

TO HAVE AND TO HOLD, the land hereinbefore described unto the GRANTEE, its successors and assigns, for the aforesaid uses and purposes and none other.

ACTS Retirement-Life Communities, INC. (SEAL)

By: ________________  
______________ President

STATE OF ________________________

COUNTY OF ______________________

I, _____________________________, a Notary Public of the County and State aforesaid, certify that ______________________ personally known by me, personally appeared before me this day and acknowledged that he is __________ President of ACTS Retirement-Life Communities, Inc., a Pennsylvania corporation domesticated in North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him/her as its __________ President.

Witness my hand and official stamp or seal, this ____ day of April, 2014.

(Official Seal)  
______________ Notary Public

My commission expires: ______
EASEMENT AGREEMENT

A Portion of Tax Lot Number: 227-027-43 Property Address: Plantation Estates Drive, Matthews, NC

Brief Description for the Index: near Plantation Estates Drive, Matthews, NC

THIS GRANT OF EASEMENT is made this 27th day of April, 2014, by and between ACTS Retirement-Life Communities, Inc. (formerly Adult Communities Total Services, Inc.), a Pennsylvania corporation domesticated in North Carolina (hereinafter referred to as GRANTOR) and Landtec Development, Inc., a North Carolina corporation, Mecklenburg County, North Carolina (hereinafter referred to as GRANTEE).

The designation GRANTOR and GRANTEE, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

Said GRANTOR, in consideration of Ten Dollars ($10.00), to be paid by Grantee, the GRANTOR has bargained and sold, and by these presents does bargain, sell, and convey to said GRANTEE and its successors the right to use, for the purpose of laying, constructing, and maintaining a sanitary sewer line(s), that certain strip or parcel of land 20 feet in width for the permanent easement and 45 feet in width for the temporary construction easement, in or near the City of Charlotte, County of Mecklenburg and State of North Carolina, more particularly described as follows.

THAT PORTION of land so labeled on the map attached hereto and incorporated by reference, said map having been prepared by or for the City of Charlotte.

GRANTOR understands and agrees that the consideration amount covers and includes all improvements located within the easement area or areas unless stated otherwise.

GRANTEE shall have such right of ingress, egress, and regress over and upon any lands of the GRANTOR adjacent to or in the vicinity of the easement areas as may be necessary for the purposes of locating, laying, constructing, reconstructing, inspecting, operating, extending,
maintaining, and otherwise keeping open and in good repair the sanitary sewer line(s), water line(s), or meter(s) for which the easement is granted. If adequate access is not provided by established means of approach, the GRANTOR shall be compensated for any damage resulting at any time from the exercise of the right of ingress, egress, and regress hereby granted. In the event of disagreement at any time as to the amount of any such damage, one arbitrator shall be selected by the GRANTOR, one by the GRANTEE, and a third, if necessary, by the two so selected, and that the decision in writing of two of said arbitrators shall be final and binding upon the parties hereto.

It is further understood that the GRANTOR shall erect no permanent structure of any kind over or across this Easement. For purposes of this Easement, permanent structure includes, but is not limited to: buildings, tennis courts, and swimming pools. Neither may water be ponded or impounded over or across said Easement.

This Easement may be assigned to the City of Charlotte, NC.

TO HAVE AND TO HOLD, the land hereinbefore described unto the GRANTEE, its successors and assigns, for the aforesaid uses and purposes and none other.

ACTS Retirement-Life Communities, INC. (SEAL)

By:

JEFFREY J. RATHFORD

President

STATE OF Pennsylvania

COUNTY OF Montgomery

I, JoAnn Bishop, a Notary Public of the County and State aforesaid, personally known by me, personally appeared before me this day and acknowledged that he is President of ACTS Retirement-Life Communities, Inc., a Pennsylvania corporation domesticated in North Carolina, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by him/her as its President.

Witness my hand and official seal or seal, this 15th day of April, 2014.

JoAnn Bishop
Notary Public

My commission expires Dec 5, 2015

Drawn By and Mail To:
Cranford, Buckley, Schultze, Tomchin, Allen & Buie, P.A.
Charles H. Cranford
Box 129
Charlotte, NC
May 28, 2014

**PLANTATION ESTATES SITE REZONING DEFERRAL REQUEST LETTER #3**

**Project:** Plantation Estates Property Rezoning  
733 Plantation Estates Drive, Matthews, NC  
BWDB Project No. – 001-01-011

**Subject:** Plantation Estates Rezoning Decision Deferral Request

**Purpose:** Request for Rezoning Decision Deferral  
ACTS Retirement Life Communities  
Matthews Rezoning Application # 2013-608

**To:** Jay Camp, Senior Planner – Town Of Matthews

Dear Jay,

ACTS Retirement Life Communities and Bluewater Design-Build respectfully request that the pending decision currently scheduled for June 9th by the Matthews Town Council be deferred for another month to the July 14th Board Meeting so that ACTS and their Consultants may have more time to work with the Town Manager on the new rezoning condition of the additional right-of-way required for the future Town Greenway to be located on the Plantation Estates Property, which would require revisions to the Site Plan and the Development Standards for the Rezoning Project. The Sewer Easement Agreement has been executed. I will be present for the July 14th Meeting.

Thank you for assisting us with the proper filing and distribution of this letter and confirming the receipt of this request. Please contact me at 704-685-1825, or B.Romano@BluewaterDB.com.

Respectfully Submitted,  
Bluewater Design-Build, LLC

*Bob Romano*

Robert J. Romano, AIA, NCARB, A-DBIA, CCCA, EDAC, LEED AP BD+C  
Project Manager

Cc: Jeff Rathfon, SVP – ACTS Real Estate Development  
Steve Messer, ED – ACTS Plantation Estates CCRC  
Matt Langston, ASLA – Landworks Design Group
May 1, 2014

**PLANTATION ESTATES SITE REZONING DEFERRAL REQUEST LETTER #2**

**Project:** Plantation Estates Property Rezoning  
733 Plantation Estates Drive, Matthews, NC  
BWDB Project No. – 001-01-011

**Subject:** Plantation Estates Rezoning Decision Deferral Request

**Purpose:** Request for Rezoning Decision Deferral  
ACTS Retirement Life Communities  
Matthews Rezoning Application # 2013-608

**To:** Jay Camp, Senior Planner – Town Of Matthews

Dear Jay,

ACTS Retirement Life Communities and Bluewater Design-Build respectfully request that the pending decision currently scheduled for May 12th by the Matthews Town Council be deferred for another month to the June 9th Board Meeting so that ACTS and their Consultants may have more time to work with the Town Manager on the new rezoning condition of the additional right-of-way required for the future Town Greenway to be located on the Plantation Estates Property, which would require revisions to the Site Plan and the Development Standards for the Rezoning Project. The Sewer Easement Agreement has been executed. I will not be present for the May 12th Meeting.

Thank you for assisting us with the proper filing and distribution of this letter and confirming the receipt of this request. Please contact me at 704-685-1825, or B.Romano@BluewaterDB.com.

Respectfully Submitted,  
Bluewater Design-Build, LLC

*Bob Romano*

Robert J. Romano, AIA, NCARB, A-DBIA, CCCA, EDAC, LEED AP BD+C  
Project Manager

Cc: Jeff Rathfon, SVP – ACTS Real Estate Development  
Steve Messer, ED – ACTS Plantation Estates CCRC  
Matt Langston, ASLA – Landworks Design Group
April 1, 2014

**PLANTATION ESTATES SITE REZONING DEFERRAL REQUEST LETTER**

**Project:** Plantation Estates Property Rezoning  
733 Plantation Estates Drive, Matthews, NC  
BWDB Project No. – 001-01-011

**Subject:** Plantation Estates Rezoning Decision Deferral Request

**Purpose:** Request for Rezoning Decision Deferral  
ACTS Retirement Life Communities  
Matthews Rezoning Application # 2013-608

**To:** Jay Camp, Senior Planner – Town Of Matthews

Dear Jay,

ACTS Retirement Life Communities and Bluewater Design-Build respectfully request that the pending decision currently scheduled for April 14th by the Matthews Town Council be deferred for another month to the May 12th Board Meeting so that ACTS and their Consultants may have more time to complete the required Sewer Easement Agreement and evaluate the recently requested new rezoning condition of the additional right-of-way required for the future Town Greenway to be located on the perimeter of the Plantation Estates Property from Fullwood Lane to the Genesis Property located on Bubbling Well Road, which would require revisions to the Site Plan and the Development Standards for the Rezoning Project. I will still be present for the April 14th Meeting.

Thank you for assisting us with the proper filing and distribution of this letter and confirming the receipt of this request. Please contact me at 704-685-1825, or B.Romano@BluewaterDB.com.

Respectfully Submitted,  
Bluewater Design-Build, LLC

*Bob Romano*

Robert J. Romano, AIA, NCARB, A-DBIA, CCCA, EDAC, LEED AP BD+C  
Project Manager

Cc: Jeff Rathfon, SVP – ACTS Real Estate Development  
Steve Messer, ED – ACTS Plantation Estates CCRC  
Matt Langston, ASLA – Landworks Design Group
APPLICATION FOR CHANGE IN ZONING CLASSIFICATION
OR CHANGE IN CONDITIONS
(SEE FILING INSTRUCTIONS)

TO: Town of Matthews Board of Commissioners
   Town of Matthews Planning Board
   232 Matthews Station Street
   Matthews, North Carolina 28105-6713

Ladies and Gentlemen:

Your consideration of this petition is requested for:

☑ A change in zoning classification of the property hereinafter described; or
☐ A change in conditions to an existing conditional zoning plan.

Tax parcel number(s): 22702741, 22702743, 22702744

Address of property: 733 PLANTATION ESTATES DRIVE, MATTHEWS, NC

Location of property:

Title to the property was acquired on 11/11/87, 3/28/06, 1/19/00
and was recorded in the name of ADULT COMMUNITIES TOTAL SERVICES, INC.
whose mailing address is P.O. BOX 90, WEST POINT, PA 19486-0090
DEEDS: 05652-740, 20967-199, 11035-919

The deed is recorded in Book SEE ABOVE and Page ___________ in the office of the Register of
Deeds for Mecklenburg County.

Present zoning classification: C. R-15, R-20
Requested zoning classification: R-I (CD)
List reason(s) why zoning should be changed (use separate sheet if necessary):

SEE SEPARATE SHEET

Signature of property owner (must be original)
JEFFREY J. RATHFON
SR. VP. REAL ESTATE AND DEVELOPMENT
ACTS RETIREMENT-LIFE COMMUNITIES, INC.
Print name of property owner

Property owner’s mailing address
PO Box 90/375 Morris Road

Property owner’s mailing address, continued
West Point, PA 19486-0090

Property owner’s mailing address, continued
jeffrathfon@actslife.org
215-661-8330

Property owner’s phone number/email address

Signature of agent (if any)
R. Romano
Print name of agent
PO Box 955

Agent's mailing address
Davidson, NC 28036

Agent's mailing address, continued
Bluewater Design-Build

Agent’s mailing address, continued
704-685-1825
bromano@bluewaterdb.com

Agent’s phone number/email address

Petitioner other than owner (if any)

Print name of petitioner

Petitioner’s mailing address

Petitioner’s mailing address, continued

Petitioner’s phone number/email address
List reason(s) why zoning should be changed (use separate sheet if necessary):

The bulk of the property in this rezoning is zoned "C", which is an archaic zoning category that Town of Matthews staff is actively working to eliminate.

This rezoning petition would bring the ACTS-owned properties under a common, current zoning category that matches their existing use.

Additionally, this petition allows for the relocation and expansion of the existing healthcare service provided to residents by adding a new healthcare building. This petition also identifies areas for potential future expansion of services to residents and additional residential units within the existing Continuing Care Retirement Community use.
Explanation of the zoning request:

Our rezoning petition proposes to change the zoning (C) of an existing, ongoing use (Continuing Care Retirement Community, or CCRC), to a “contemporary” zoning category (R/I-CD) for the Town of Matthews, to help bring it into conformance with the current zoning categories the Town uses. From a land-use standpoint, the Petitioner proposes to continue forward with the CCRC use.

Additions and changes to the CCRC development are necessary in order to respond to the market and demographic requirements of the CCRC residents.

We believe that this proposed rezoning is reasonable and in conformance with adopted development goals and policies of the Town of Matthews.
SUMMARY OF THE REZONING PROCESS

PETITIONER: Fill in dates for each action below before filing application. Refer to the current Planning Department rezoning schedule for correct dates.

PROPERTY OWNERS: These dates are assumed to be correct at the time of zoning application submittal but are subject to revision. Contact the Planning Department (704-847-4411, extension 224) for verification.

Application submitted to and accepted by the Town of Matthews __________ 11-27-13

Town Board of Commissioners formally accepts application and sets Public Hearing date __________ 12-9-13

Notices sent via mail to affected/adjacent property owners on or before __________ 1-27-14

Protest petition filed with Planning Department by 5:00 pm on __________ 2-5-14

Public hearing: petitioner may give explanation of why s/he wishes to have property rezoned and neighboring owners may ask questions and voice opinions on the proposed zoning __________ 2-10-14

Town Planning Board reviews petition, information, and comments from the public hearing, then makes a recommendation to the Board of Commissioners on whether to approve or deny the request __________ 2-25-14

Town Board of Commissioners approves or denies application __________ 3-10-14

GENERAL STATUTE 160A-385: CHANGES.

(a) Zoning ordinances may from time to time be amended, supplemented, changed, modified or repealed. In case, however, of a qualified protest against a zoning map amendment, that amendment shall not become effective except by favorable vote of three-fourths of all the members of the city council. For the purposes of this subsection, vacant positions on the council and members who are excused from voting shall not be considered “members of the council” for calculation of the requisite supermajority. To qualify as a protest under this section, the petition must be signed by the owners of either (i) twenty percent (20%) or more of the area included in the proposed change or (ii) five percent (5%) of a 100-foot wide buffer extending along the entire boundary of each discrete or separate area proposed to be rezoned. A street right of way shall not be considered in computing the 100-foot buffer area as long as that street right of way is 100 feet wide or less. When less than an entire parcel of land is subject to the proposed zoning map amendment, the 100-foot buffer shall be measured from the property line of that parcel. In the absence of evidence to the contrary, the city may rely on the county tax listing to determine the “owners” of potentially qualifying areas. The foregoing provisions concerning protests shall not be applicable to any amendment which initially zones property added to the territorial coverage of the ordinance as a result of annexation or otherwise, or to an amendment to an adopted (i) special use district, (ii) conditional use district, or (iii) conditional district if the amendment does not change the types of uses that are permitted within the district or increase the approved density for residential development, or increase the total approved size of nonresidential development, or reduce the size of any buffers or screening approved for the special use district, conditional use district, or conditional district.

(b) Amendments in zoning ordinances shall not be applicable or enforceable without consent of the owner with regard to buildings and uses for which either (i) building permits have been issued pursuant to GS 160A-417 prior to the enactment of the ordinance making the change or changes so long as the permits remain valid and unexpired pursuant to GS 160A-418 and unrevoked pursuant to GS 160A-422 or (ii) a vested right has been established pursuant to GS 160A-385.1 and such vested right remains valid and unexpired pursuant to GS 160A-385.1
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