

14008 ISLAND DR

00101403

1/8/2008

duponbj

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

CERTIFICATE OF COMPLETION/OPERATION PERMIT

HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 5160B DATE: 5/27/04

TC: 001-014-03 ☑ L ☑ CRT

SERIAL 19424

Name of Owner JOE ZELANDO Juris.:

Address of Property 14008 ISLAND DR. HUNTERSVILLE, NC

Inspection Data:

Tank Material PCC (7/22/03)

Total Length of Drainfield 300'

Number of Lines 4 @ 75'

Cover Depth 12"

Water Supply Source MUNICIPAL

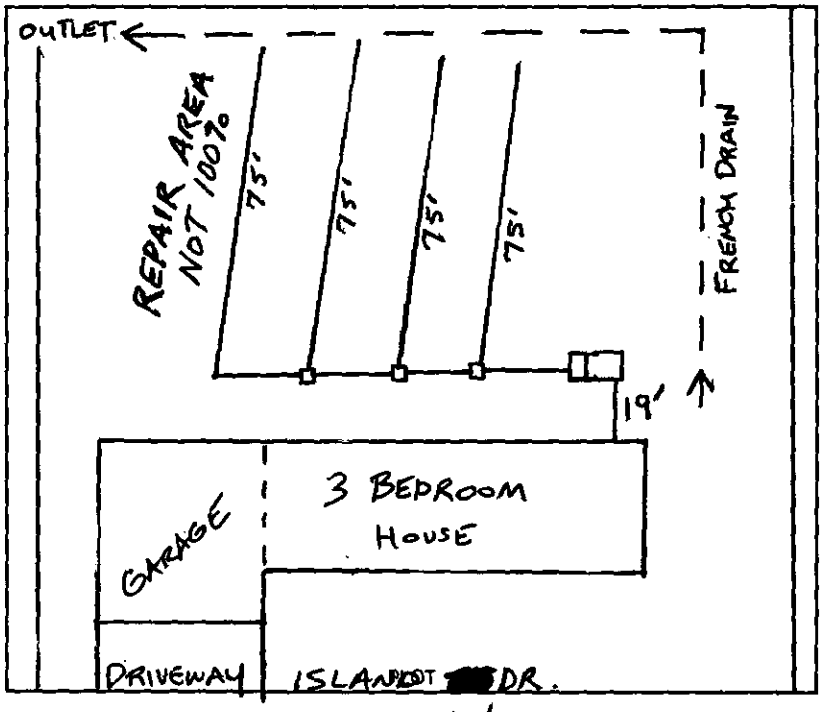
Distance to Water Source > 50'

Excavation Inspected 5/27/04

Tank(s) Inspected 5/27/04

Wash Line Inspected NA

High Water Alarm Inspected NA



Design 1500 ST / DROP BOXES / INOV. (INFILTRATOR) / 900 S.F.T. CTR# A-1 BACKHOE

The undersigned has inspected the Septic Tank System described above, and certifies it has been

☒ installed or constructed ☐ altered or repaired

☐ in accordance with the permit issued ☒ as detailed in the plot above

and meets the provisions of 15A NCAC 18A. 1900, "Laws And Rules For Sewage Treatment and Disposal Systems" in effect on the date of issuance of the permit. This issuance of this

☐ Certificate of Completion ☒ Operation Permit

does not in any way guarantee that the system will operate properly or relieve any person now or hereafter owning, controlling, or using such system from any liability resulting from the failure of the system to operate properly. This document is issued subject to those restrictions and conditions shown on the permit(s) and the provisions of 15A NCAC 18A. 1990 in addition to those listed below under "COMMENTS." This document shall be null and void if any information contained in the application is untrue or if any additions are made to the property which would increase the requirements for said system.

Notice: Disturbance of the designated repair area may result in the suspension/revocation of this permit.

COMMENTS: 3 BEDROOM HOUSE ✗ FRENCH DRAIN AT RIGHT AND REAR OF PROPERTY

4 LINES AT 75' x 3'

TYPE IIIg INNOVATIVE SYSTEM (INFILTRATOR)

Tommy Mecke R.S.
Environmental Health Specialist

Mecklenburg County services are available without regard to ethnic origin, sex, or disability.

INSTALLATION, CONSTRUCTION, ALTERATION, AND/OR REPAIR APPROVAL

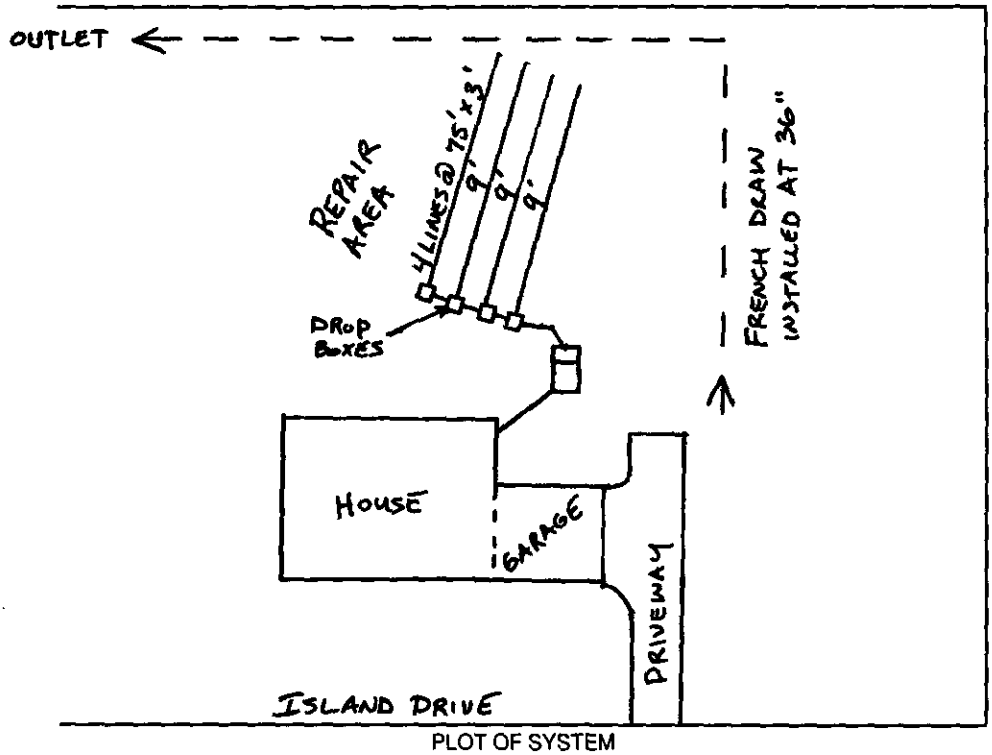
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
700 NORTH TRYON ST., SUITE 211
CHARLOTTE, NC 28202
PHONE (704) 336-5102

FILE: 5160B DATE: 5/25/04

TC: 001-014-03 ☑L

SERIAL 19741

Permission is hereby given to ✓ (Install) or Construct, _____ Alter or Repair the individual septic tank wastewater treatment system with subsurface, soil absorption, effluent discharge as specified herein at the described location. This permit is granted based upon the information supplied in the application dated 2/5/03. All work shall be completed on or before 6/25/04, after which date this permit shall be null and void. The system shall meet all of the construction requirements of 15A NCAC 18A .1900 which are in effect on the date of the granting of this permit. A Certificate of Completion or an Operation Permit must be obtained from the Mecklenburg County Health Department before any system can be covered up or placed into service. The issuance of this permit does not in any way guarantee that the system anticipated to be constructed will operate properly, or relieve any person now or hereafter owning, controlling or using such system from any liability resulting from the failure of the system to operate properly.



PLOT OF SYSTEM

Liquid Capacity of Septic Tank 1500 gallons

Liquid Capacity of Dosing Tank NA gallons

Tank Construction PCC

Trench Depth 24"

Absorption and/or Nitrification Lines:

Trench Width 3 feet

Trench Walls Scored and Porous YES

Total Line Length 300 feet

Number of Lines 4 AT 75'

Depth of Stone NA inches

Distance from House 75 feet

Distance from Property Line >10 feet

Distance from Well >100 (>50) feet

NOTICE: This system shall not be installed while soils are in a wet condition.

NAME OF OWNER CRESCENT RESOURCES INC.

LOCATION OF PROPERTY 14008 ISLAND DR. HUNTERSVILLE, NC

Comments: SYSTEM DESIGNED FOR A THREE BEDROOM HOUSE (360GPD)
4 LINES AT 75' x 3' W/ DROP BOXES
TYPE IIIg INNOVATIVE SYSTEM

Tommy Thurston R.S.
Environmental Health Specialist

WHITE - HEALTH DEPARTMENT's COPY • CANARY - E.H.S. COPY • PINK - OWNER OR AGENT's COPY

check # 1269 JKA

FEE: 300.00 **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION** ACS LD 60372
DATE: 12/2/03 **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: _____ **PERMIT NO:** 5160B

PARCEL NO: 001-014-03

JOB LOCATION ADDRESS: 14008 Island Drive
PROPERTY OWNER: Joseph Celando
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: TWIN COVES
AUTHORIZATION ISSUED BY: Tony Michelin R.S. **DATE:** 2/20/03
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 5160B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLATION MUST ALSO MEET ALL REQUIREMENTS SET FORTH IN THE RULES GOVERNING SANITARY SEWAGE COLLECTION, TREATMENT, AND DISPOSAL AND ANY OTHER APPLICABLE RULES AND LAWS.

2. AN INSTALLATION, CONSTRUCTION, ALTERATION AND/OR REPAIR APPROVAL MUST BE SECURED **PRIOR** TO INSTALLATION OF THE SEPTIC TANK SYSTEM. THE INSTALLER OF THE SYSTEM SHALL BE A REGISTERED SEPTIC TANK CONTRACTOR WITH MECKLENBURG COUNTY HEALTH DEPARTMENT.

3. ANY ALTERATION IN SITE OR SOIL CONDITIONS (INCLUDING LOCATION OF STRUCTURES AND APPURTENANCES) OR MODIFICATION IN USE, DESIGN WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS AS SPECIFIED IN THE ASSOCIATED IMPROVEMENT PERMIT AND APPLICATION, MAY SUBJECT THIS AUTHORIZATION AND ASSOCIATED PERMIT(S) TO REVOCATION.

4. OTHER CONDITIONS: Agreement forms on file before CA Release
Surface water diversion to be installed

OWNER CERTIFICATION

I CERTIFY THAT THERE HAVE BEEN NO ALTERATIONS IN SITE OR SOIL CONDITIONS OR MODIFICATIONS TO FACILITY, WASTEWATER FLOW, OR WASTEWATER CHARACTERISTICS FROM THOSE SPECIFIED IN THE ORIGINAL APPLICATION OR ASSOCIATED IMPROVEMENT PERMIT UNLESS AUTHORIZED IN WRITING BY THE MECKLENBURG COUNTY HEALTH DEPARTMENT. I ALSO UNDERSTAND THAT ANY SUCH ALTERATIONS, MODIFICATIONS, OR FALSE INFORMATION ARE GROUNDS FOR REVOCATION OF PERMITS AND AUTHORIZATION TO CONSTRUCT.

Joseph C Celando 2-28-03

SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

FOR REGISTRATION JUDITH A. GIBSON
REGISTER OF DEEDS
MECKLENBURG COUNTY, NC
2003 DEC 02 12:50 PM
BK:16506 PG:514-517 FEE:$20.00

INSTRUMENT # 2003286170

2003286170

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

WASTEWATER TREATMENT AND DISPOSAL SYSTEM DESIGN AGREEMENT: 15A NCAC 18A .1948 AND ANY OF THE FOLLOWING RULES: .1956; .1957(a); .1957(b); or .1957(c); OR .1969

FILE # 5160B
PARCEL # 001-014-03

The undersigned, JOSEPH ZELANDO, owner of property located at 14008 Island Drive (the "site") and described in an instrument recorded in Book _____ at Page _____, Mecklenburg Public Registry, hereby acknowledges that the undersigned applied to the Mecklenburg County Health Department (the "Department") for a permit to install a septic tank sewage disposal system on the site; that the Department evaluated the site for suitability for such a system in accordance with the regulations promulgated by the North Carolina Commission for Health Services as 15A NCAC 18A .1900 et seq.; that the Department originally classified the site as "unsuitable" pursuant to the standards set forth in the regulations; that the undersigned requested that the Department reclassify the site as "provisionally suitable" in light of the particular septic tank system proposed by the undersigned; that the Department considered various studies, data, and other information which indicate to the Department that the septic tank system proposed by the undersigned is allowed by the rules; and that the Department therefore reclassified the site as "provisionally suitable" and issued an appropriate permit for such proposed septic tank system.

The undersigned further acknowledges that the proper design, construction, operation and maintenance of such septic tank system is the responsibility of the designer, owner, developer, installer, or user of the system, as applicable, and that neither the Department nor its officials, employees, or agents warrant or guarantee that the said system installed pursuant to the permit issued by the Department will function in a satisfactory manner for any given period of time or that the Department, its officials, employees or agents assume any liability for any damages of any kind which are caused, or which may be caused, by a malfunction of such system.

The undersigned further acknowledges that the following conditions will apply to the site:

This instrument was prepared by: _____
Mail after recording to: Wayne Homes Mid Atlantic, 130 Victory Lane, Statesville, NC 28625

V

Permit Number: 5160B

CONDITIONS OF IMPROVEMENT PERMIT

Tax Number: 001-014-03

- The IMPROVEMENT PERMIT is subject to revocation if site plans or the intended use change. There is to be NO grading, filling or disturbance of the soil in the area of the septic tank system or repair area.
- CONSTRUCTION AUTHORIZATION must be obtained prior to receiving a Building Permit. The Construction Authorization is NOT transferable. Do not clear, grade, fill or disturb soil prior to obtaining a Construction Authorization.
- Domestic-type wastewater only. No industrial process wastewater may be discharged into the system.

Basement	___ Yes	✓ No	___ Partial Basement	
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	✓ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
0.3 Long-term acceptance rate	360 Max gallons/day wastewater flow	900 Absorption Area (sq ft)	9' Trench spacing (min. on centers)	
NO Serviced by private well	1500 Gallon septic tank	300 Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)	
3 Bedrooms in residence	NA Gallon pump tank	NA Depth of stone		

Any surface waters present: NO Type: Minimum separation distance:

Site modifications required:

Additional Conditions: Agreement forms on file before CA Release

Install swale and french Drain around system

Repair Area System Type Type (circle one): I II (III) IV V VI	___ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	✓ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1	
900 Absorption Area (Sq ft) 300 Total Trench Length (Ft)	NA Depth of Stone Trench	9' Trench spacing (min. on centers)	24" Maximum Trench Depth	

For existing system, enter the year originally installed:

The undersigned, an authorized agent of the MECKLENBURG COUNTY HEALTH DEPARTMENT, certifies that the Department has approved the Request for the Job Location contained in this document. This approval is granted in accordance with the provisions of Laws and Rules For Sewage, Treatment and Disposal in effect at the time of issuance of the permit and is subject to the following provisions:

- No work shall be conducted on the septic tank system until an Installation, Construction, Alteration and/or Repair Approval is granted by this Department.
- This Improvement permit is transferable.

Larry Mechlin R.S. 2/20/03
DEHNR Authorized Agent Date

Joseph C Zelaudo 2/28/03
Owner/Agent Signature Date

MECKLENBURG COUNTY
HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR.
SUITE 211
700 N. TRYON ST.
CHARLOTTE, N.C. 28202.
(704) 336-5102

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

IWWS-100195

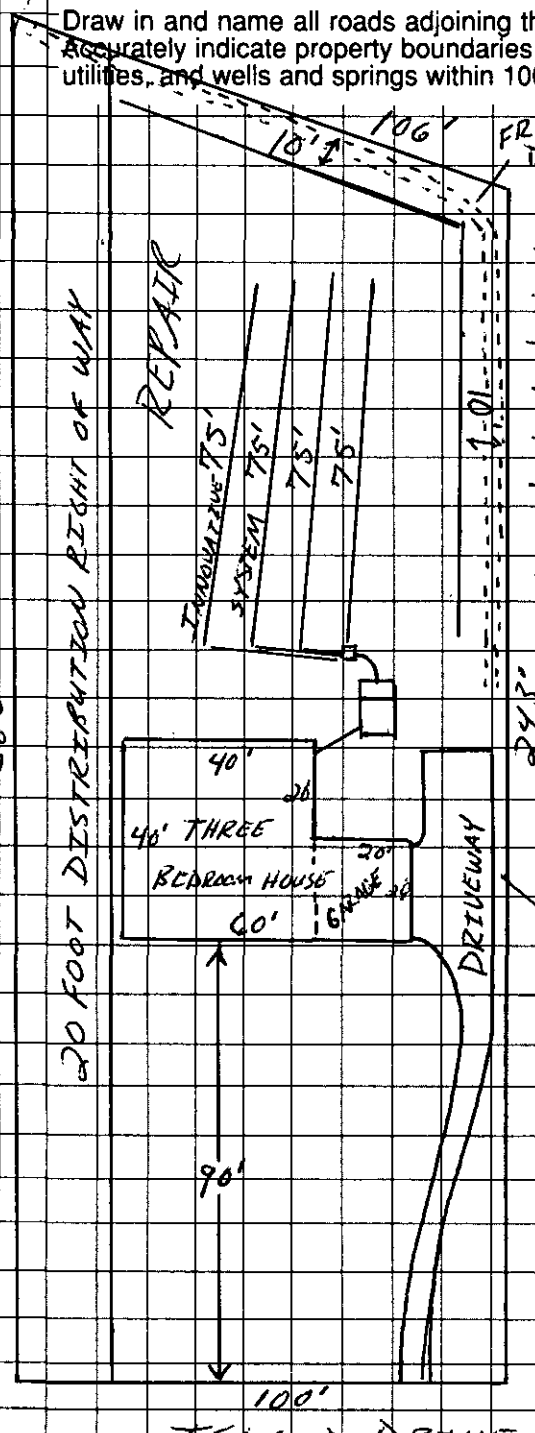
PROPOSED PLOT PLAN

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

FILE: 5160B

TC: 001-014-03

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.



COMMENTS:

→ Scale = 1" = 40'

→ System designed for Three (3) Bedroom House

→ 1500 gallon septic tank

→ 300 LF

→ 4 lines x 75' x 3' x

→ Type III g Innovative system

→ Install swale and french drain around septic system to divert any surface water.

→ Property does not require 100% Repair

→ Garage and Driveway will be placed on the left side of the property. (New House 57 x 36)

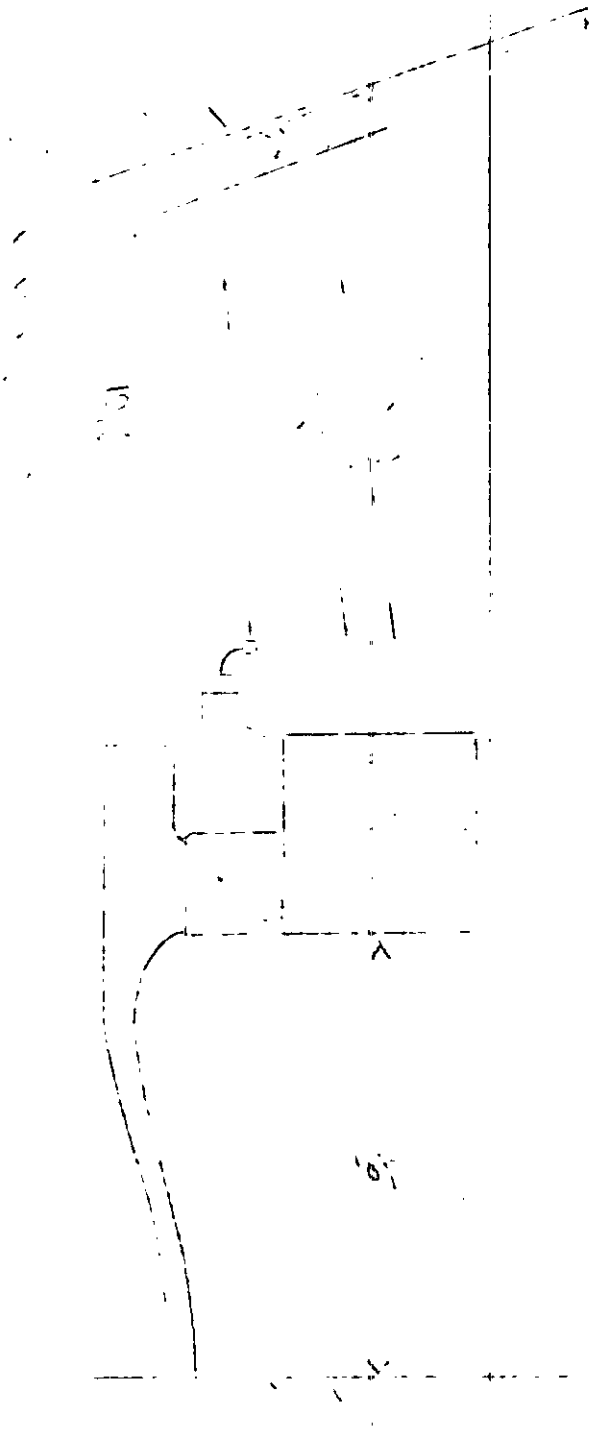
JPM 1/10/03

Joseph C Yelandes
OWNER/AGENT SIGNATURE

DATE 2/28/03

APPROVAL DATE Jenny Nicholson R.S. 2/20/03

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



Department of Environment, Health, and Natural Resources
Division of Environmental Health
On-site Wastewater Section

Sheet: 1
Property ID: 001-014-03
Lot #: 8
File #: 5160B
Code: 1

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

Owner: Crescent Resources, Inc.
Applicant: Linda Meyers
Address: 400 South Tryon Street, Charlotte, N. C. 28201
Date Evaluated: 02/12/2002
Proposed Facility: Residence
Design Flow (.1949): 360gpd
Property Size: .59a
Location of Site: 14008 Island Drive
Property Recorded:
Water Supply: [x] Public [ ] Individual [ ] Well [ ] Spring [ ] Other
Evaluation Method: [x] Auger Boring [ ] Pit [ ] Cut
Type of Wastewater: [x] Sewage [ ] Industrial Process [ ] Mixed

PROFILE #	.1940 Landscape Position/ Slope%	Horizon Depth (IN.)	SOIL MORPHOLOGY .1941 .1941 Structure/ Texture	.1941 Consistence Mineralogy	OTHER PROFILE FACTORS .1942 Soil Wetness/ Color	.1943 Soil Depth (IN.)	.1956 Sapro Class	.1944 Restr Horiz	Profile Class & LTAR
1	LS, 10	0-3	GR/CL	FR/SEXP/SS/SP	>48" TO SOIL WETNESS	48+	N/A	NONE	PS, IV .3GPD/FT^2
		3-40	SBK/C	FI/SEXP/S/P					
		40-48	SBK/CL	FR/SEXP/SS/SP					
2	"	0-2	GR/CL	"	"	"	"	"	"
		2-48	SBK/C	FI/SEXP/S/P					
3	LS, 8	0-4	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
		4-19	SBK/SCL	"					
		19-48	SBK/C	FI/SEXP/S/P					
4	"	0-3	GR/SCL	FR/SEXP/SS/SP	"	"	"	"	"
		3-11	SBK/SCL	"					
		11-48	SBK/C	FI/SEXP/S/P					
5	"	0-8	GR/SCL	FR/SEXP/SS/SP	>39" TO SOIL WETNESS	"	"	"	"
		8-33	SBK/C	FI/SEXP/S/P					
		33-39	SBK/SC	"					

Description	Initial System	Repair System
Available Space (.1945)	PS	
System Type(s)		
Site LTAR	.3GPD/FT^2	

Other Factors (.1946): _____
Site Classification (.1948): PROVISIONALLY S UTABLE
Evaluated By: W. R. Marlin, LSS, 2/14/2003. W. R. Marlin
Others Present:

FILE # 5

COMMENTS Does not appear to be 1972 Repair

LANDSCAPE POSITION

R-RIDGE
S-SHOULDER SLOPE
L-LINEAR SLOPE
FS-FOOT SLOPE
N-NOSE SLOPE
H-HEAD SLOPE
CC-CONCLAVE SLOPE
CV-CONVEX SLOPE
T-TERRACE
FP-FLOOD PLAIN

GROUP	TEXTURE	.1955 LTAR
I	S-SAND LS-LOAMY SAND	1.2-0.8
II	SL-SANDY LOAM L-LOAM	0.8-0.6
III	SI-SILT SICL-SILTY CLAY LOAM CL-CLAY LOAM SCL-SANDY CLAY LOAM	0.6-0.3
IV	SC-SANDY CLAY SIC-SILTY CLAY O-ORGANIC	0.4-0.1

CONSISTENCE

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

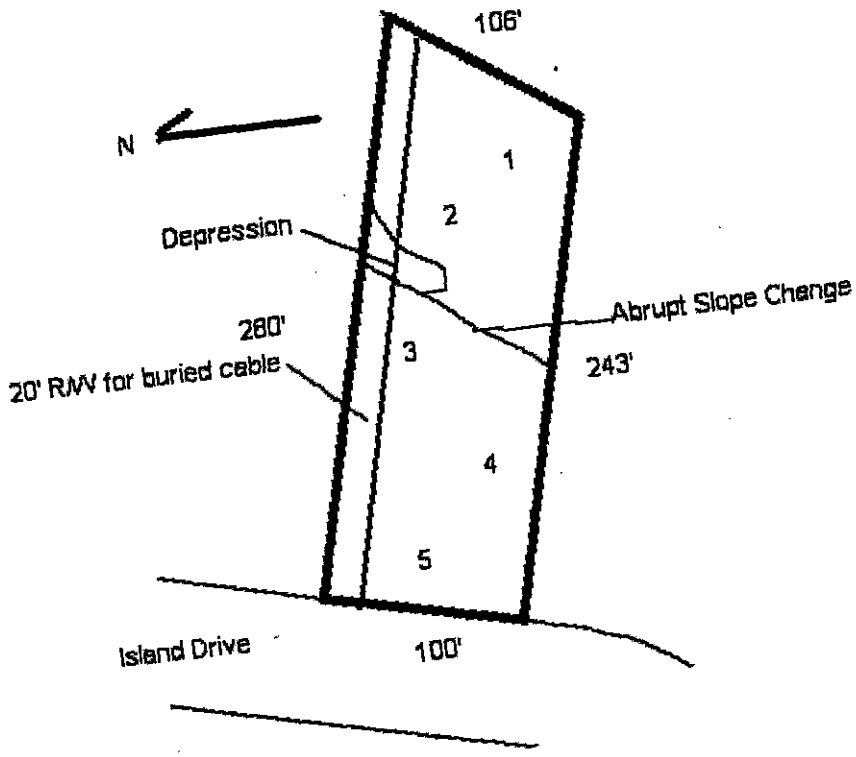
STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE



FEE: 200.00 CK # 1057
DATE: 2/5/03 SC

APPLICATION FOR IMPROVEMENT PERMIT FOR RESIDENTIAL SITE INDIVIDUAL WATER AND WASTEWATER SYSTEMS PROGRAM

1 1 CRT

TYPE APPLICATION: __ NEW SYSTEM __ EXPANSION/ ALTERATION OF EXISTING SYSTEM __ REPAIR OF EXISTING SYSTEM

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

FILE #: 5160B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: 00101403

STREET ADDRESS: 14008 ISLAND DRIVE

SUBDIVISION OR MOBILE HOME PARK NAME: TWIN COVES

LOT NUMBER: 8

TYPE OF BUILDING (CHECK ONE):

__ SINGLE MOBILE HOME(S)
__ DOUBLE WIDE (D)
✓ HOUSE (H)
__ MODULAR HOME (M)
__ MULTIPLE FAMILY (U)
__ OTHER (O)

HEATED SQUARE FOOTAGE: 2700

NUMBER OF BEDROOMS: 3 NUMBER OF OCCUPANTS: 3

FOUNDATION FOR RESIDENCE

__ WITHOUT BASEMENT ON SLAB
✓ CRAWL SPACE
__ WITH BASEMENT /PLUMBING
__ WITH BASEMENT /NO PLUMBING

TOWNSHIP (CHECK ONE):

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

CLOSING DATE MARCH 28, 2003

HAVE UNTIL MARCH 5TH 2003 FOR ALL INSPECTIONS TO BE COMPLETED.

IF EXPANSION/ALTERATION OF EXISTING SYSTEM, DESCRIBE THE PROPOSED BUILDING ADDITION:

WILL THERE BE A HOME BUSINESS IN THE RESIDENCE: __ YES ✓ NO TYPE: _____

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

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

BURIED CABLES, LANDFILLS, STUMPHOLES	✓ YES __ NO	WELL, SPRINGS OR WATERLINES	__ YES ✓ NO
EXISTING WASTEWATER SYSTEMS	__ YES ✓ NO	DESIGNATED WETLANDS	__ YES ✓ NO
EASTMENTS OR RIGHT-OF-WAYS	✓ YES __ NO		

PROPERTY OWNER:	LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:
NAME: CRESCENT (LAST) RESOURCES (FIRST) INC. (MI)	NAME: MYERS (LAST) LINDA (FIRST) (MI) / CC
ADDRESS: 400 South Tryon Street	DAYTIME PHONE: (704) 382-1706 / 704 359-2053
CITY: Charlotte STATE: NC ZIP: 28201	SUITE 1300 / Joseph Zelando
DAYTIME PHONE: (704) 382-1706	PO BOX 1003 / 9140 Windknob Ct
	28078
WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? 6-27-69	704 948 6241

An Improvement Permit is subject to suspension or revocation if site plans or the intended use change or if information submitted in this application is falsified or changed. The undersigned, owner, or legal agent for the owner, of the property described above as the "Job Location" has read the foregoing application, acknowledges that the contents of same are true, and authorizes agents of the Mecklenburg County Health Department to enter onto the property for the purpose of processing this request.

SIGNED: Joseph C Zelando DATE: 2-5-03

MECKLENBURG COUNTY HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH DIVISION
c/o HAL MARSHALL CTR., SUITE 211, 700 N. TRYON ST., CHARLOTTE, N.C. 28202., (704) 336-5102

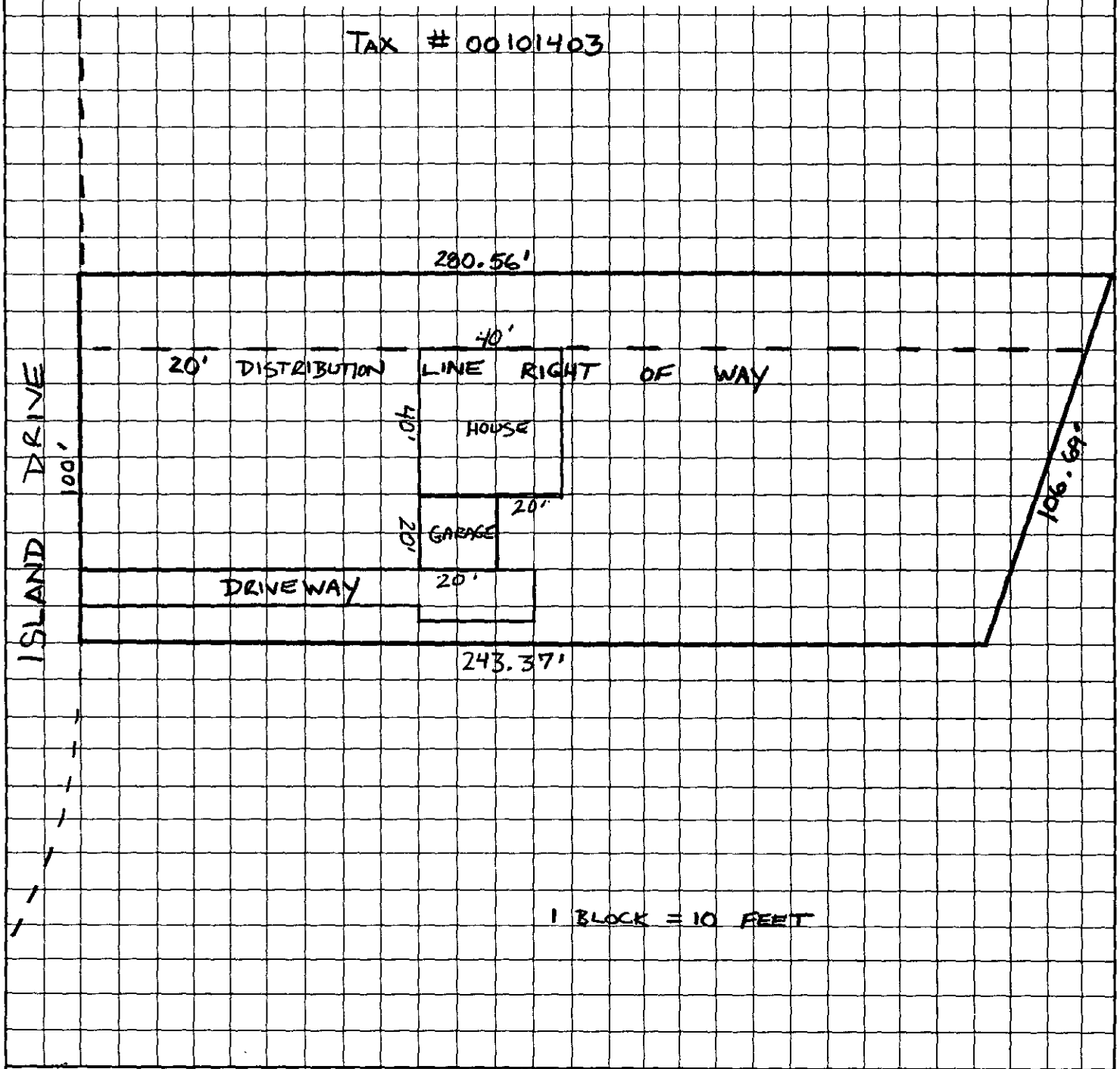
PROPOSED PLOT PLAN

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

FILE: 5160B

TC: 001-014-03

Draw in and name all roads adjoining the property. Draw in and accurately dimension the lot concerned. Accurately indicate property boundaries proposed and/or existing structures and driveways, underground utilities, and wells and springs within 100 feet of the proposed building or drainfield.

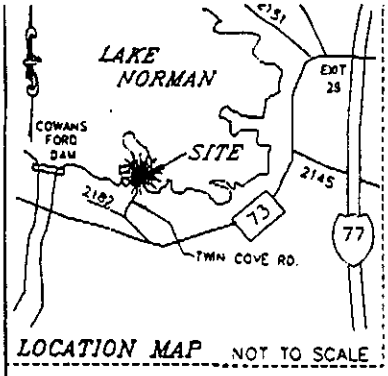


OWNER/AGENT SIGNATURE: K. Joseph C. Zolandz

DATE: 2-5-03

APPROVAL DATE _____

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



LOCATION MAP NOT TO SCALE

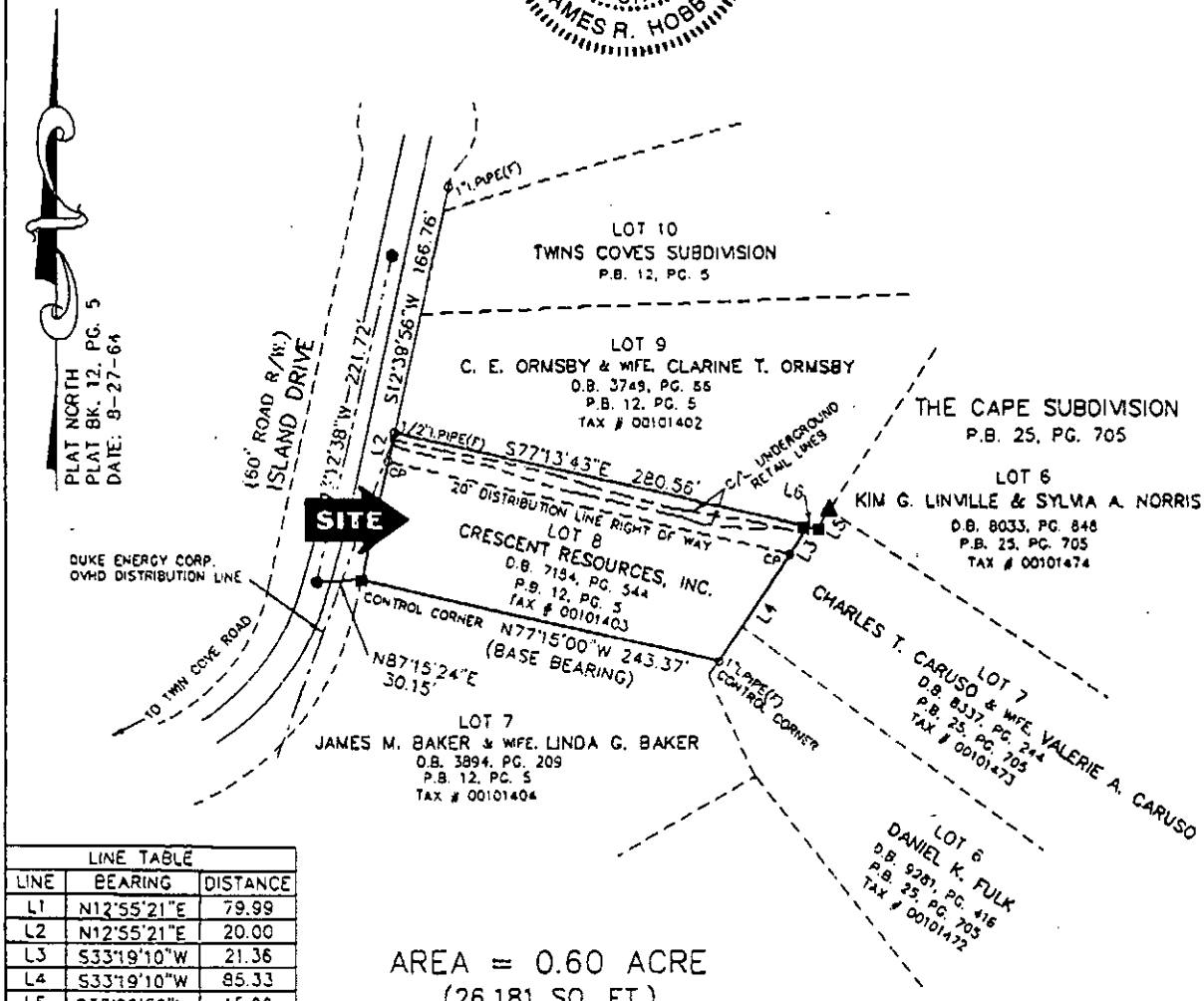
STATE OF NORTH CAROLINA
MECKLENBURG COUNTY

I certify that this map was drawn from an actual survey made under my supervision.
The unadjusted error of closure as calculated is 1': 10,000+
Boundaries not surveyed, if any, are noted. Deed descriptions are recorded in Book AS SHOWN, Page

Witness my hand and seal this 17th day of MAY, 2000.

Professional Land Surveyor
L-3703

NORTH CAROLINA PROFESSIONAL SEAL L-3703 LAND SURVEYOR JAMES R. HOBBS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N12°55'21"E	79.99
L2	N12°55'21"E	20.00
L3	S33°19'10"W	21.36
L4	S33°19'10"W	85.33
L5	S33°22'52"W	15.06
L6	N76°20'23"W	6.50

AREA = 0.60 ACRE
(26,181 SQ. FT.)

NOTE: REVISED 4-10-00 ADDED DISTRIBUTION LINE RIGHT OF WAY PER: UMI-1256(3).
NOTE: ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.
NOTE. AREA BY COORDINATE COMPUTATION.
NOTE: PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS & RIGHTS OF WAY OF RECORD.

TAX ID: 00101403
FOR SOURCE OF TITLE REFER TO D.BK. 7154, PG. 544
PROPERTY OWNED BY
CRESCENT RESOURCES, INC.
COWANS FORD DEVELOPMENT

CRESCENT RESOURCES
INC.
P.O. BOX 1003
CHARLOTTE, N.C. 28201-1003
SURVEY & MAP PREPARED BY:
DUKE ENERGY CORPORATION
P.O. BOX 1244
CHARLOTTE N.C. 28201-1244
TELEPHONE: (704)382-6662

LEGEND
LINES SURVEYED
LINES NOT SURVEYED
TIE LINES
OVHD DISTRIBUTION LINE (OVERHEAD)
#4 REBAR(S) Pk(S)
#4 REBAR(F) Pk(F)
#5 REBAR(S) CON MON.(F)
#5 REBAR(F) CON. MON.(S)
RETAIL POWER POLE
LIGHT POLE
CP CALCULATED POINT

PROJECT:	7514
PARCEL:	49262
REQUEST:	108802
CRI ID. #	3280
E.C. = 1" :	10,000 +
731 L.F., TIES 440'	
DRAWN BY:	DLH
CREW:	B. HENDERSON
DATE:	7-28-99
CHK BY:	JRH

BOUNDARY SURVEY OF
LOT 8 - TWINS COVE SUBDIVISION
LEMLEY TOWNSHIP
MECKLENBURG COUNTY, N.C.

SCALE: 1" = 100'
BOOK: 2288
JULY 28, 1999
REQUEST: 108802

100 50 0 100 200 300
SCALE IN FEET

5160B

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
TRACT NO. 3280

CONTRACT TO SELL AND PURCHASE REAL PROPERTY

DEFINED TERMS:

SELLER: **MAILING ADDRESS:** [See Paragraph 15(b)]	Crescent Resources, LLC, a Georgia limited liability company 400 South Tryon Street, Suite 1300 P.O. Box 1003 Charlotte, North Carolina 28201-1003 Attention: Linda Myers (704) 382-1706
BUYER: [Name to Appear on Deed]	Joseph C. Zelando and wife, Emily J. Zelando
MAILING ADDRESS: [See Paragraph 15(b)]	9140 Windknob Court Huntersville, NC 28078 Telephone Number: 704-948-6241/704-359-2053
PROPERTY: [See Paragraph 1]	0.60 acres located in Lemley Township, Mecklenburg County, North Carolina, as shown on **Exhibit A** attached hereto and incorporated herein, along with all rights, privileges and easements appurtenant thereto.
PURCHASE PRICE OF PROPERTY: [See Paragraph 2]	$29,900.00 (Twenty-nine thousand nine hundred and 00/100 dollars)
CLOSING DATE: [See Paragraph 3]	March 28, 2003
BROKER: [See Paragraph 9]	NA
PARTY PAYING BROKER: [See Paragraph 9]	NA
BINDER: [See Paragraph 11]	$2,990.00 (Two thousand nine hundred ninety and 00/100 dollars) in certified funds to be made payable to and held by Investment Property Exchange Services, Inc.
SPECIAL STIPULATIONS: [See Paragraph 13]	The Special Stipulations attached hereto as **Exhibit B** are incorporated herein.

ADDITIONAL PROVISIONS:

The Additional Provisions set forth below modify and are incorporated by reference into the attached Contract. To the extent any provision set forth below is inconsistent with the terms of the Contract, the provisions set forth below shall govern. The Additional Provisions, if any, are as follows:

This Contract shall, at Seller's option, be null and void if Buyer fails to execute and return three executed original copies of this Contract along with the Binder to Seller by February 5, 2003.

Buyer shall have from the Effective Date until 5:00 p.m. on March 5, 2003 (**"Inspection Period"**) to conduct inspections in accordance with **Paragraph 5** of this Contract. If Buyer determines that the Property is not suitable for its intended use, then Buyer shall so notify Seller, in writing, prior to the end of the Inspection Period, whereupon this Contract shall terminate and Buyer shall receive a refund of the Binder. Following the end of the Inspection Period, the Binder shall not be refundable to Buyer except following default by Seller in accordance with **Paragraph 12**, or as provided in **Paragraphs 4, 8** and **10** of the Contract, as applicable.

The deed conveying the Property shall include the deed restrictions attached hereto as **Exhibit C**.

This two (2) page cover page (the "Contract Cover Page") is hereby incorporated into and made a part of this Contract to Sell and Purchase Real Estate.

SELLER

By: _____
(Initial)

BUYER

By: EJZ JCZ
(Initial)

THIS CONTRACT TO SELL AND PURCHASE REAL PROPERTY (this "Contract") is made and entered into by and between Seller and Buyer, effective as of the date of acceptance of this Contract by Seller (the "Effective Date") as hereinafter set forth. All of the terms and conditions set forth on the Contract Cover Page are hereby incorporated into and made a part of this Contract by this reference.

STATEMENT OF PURPOSE

Seller agrees to sell and Buyer agrees to purchase the Property in accordance with the terms and conditions described below.

NOW, THEREFORE, subject to the terms and conditions of this Contract, and in consideration of the premises, the respective agreements herein set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **Description of the Property.** The property that is the subject of this Contract is that certain parcel of real property identified as the Property on the Contract Cover Page. The exact boundaries of the Property shall be set forth in the Survey (as defined in **Paragraph 4** below).

2. **Purchase Price of Property.** The Purchase Price of the Property shall be as set forth on the Contract Cover Page. At Closing, Buyer hereby agrees to wire (a check shall not be acceptable) pursuant to the wiring instructions attached hereto as **Exhibit D**, at Buyer's expense, the net proceeds due Seller.

3. **Closing Date.** The Closing of the transfer of the Property to Buyer shall occur on the Closing Date specified on the Contract Cover Page or such earlier Closing date as Seller and Buyer shall mutually agree upon in writing and shall take place at a mutually agreeable time on the Closing Date in the offices of Seller or Seller's counsel in Charlotte, North Carolina, or at such other location as is approved by Seller ("Closing").

4. **Transfer of Title to the Property.** On the Closing Date, Seller shall deliver to Buyer exclusive possession (unless otherwise noted on the Contract Cover Page) of the Property and a special warranty deed conveying fee simple title thereto to Buyer free and clear of all liens, encumbrances, claims, rights-of-way, easements and restrictive covenants, except that the Property may be conveyed subject to the following permitted exceptions ("Permitted Exceptions"):

(a) Flood easements in favor of Duke Energy Corporation (formerly known as Duke Power Company), if any, and riparian rights of others;

(b) Transmission line and retail electric line rights-of-way, if any, reserved by or granted to Duke Energy Corporation (formerly known as Duke Power Company);

(c) Ad valorem taxes for the year of Closing;

(d) Any "rollback" or other deferred ad valorem property taxes;

(e) Matters affecting title to the Property as shown on the Survey (defined below) or which would be shown on a current and accurate survey of the Property;

(f) Easements, covenants, restrictions and conditions of record, and rights-of-way of public and private streets and roads;

(g) All easements, restrictions and rights-of-way as may be apparent from an inspection of the Property;

(h) Any easements and restrictions agreed to by the parties (if any); and

(i) All zoning, subdivision, land use and other laws, regulations or ordinances applicable to the Property.

If there are any transmission lines and/or other facilities located on the Property as of the Effective Date, then Seller may at any time prior to the Closing Date record easements in favor of Duke Energy Corporation (or any affiliate of Duke Energy Corporation) for such transmission lines and/or other facilities, and any such easements shall constitute Permitted Exceptions.

Either together with the acceptance of this Contract by Seller or within forty-five (45) days from the Effective Date of this Contract, Seller shall deliver to Buyer at Seller's sole cost and expense a copy of Seller's latest survey or recorded plat of the Property prepared by a registered land surveyor (the "Survey"). The Survey shall be used to prepare the deed to the Property described in this **Paragraph 4**. Buyer may, at its sole expense, commission an update to such Survey and obtain any additional certifications to such Survey required for Buyer to obtain title insurance coverage.

If any title or survey defect (other than a Permitted Exception) which renders title to the Property uninsurable (hereinafter, a "Defect") arises prior to Closing, Buyer shall provide Seller written notice within ten (10) business days of discovering such defect. Provided, however, that any Defect which exists on the Effective Date shall be deemed a Permitted Exception if not objected to on or before the earlier of the tenth (10th) day following discovery of the same by Buyer or the thirtieth (30th) day from and including the Effective Date (the earlier of such dates is referred to as the "Objection Deadline").

Seller shall have until the Closing Date or such longer period (in which case the Closing will be automatically extended) as reasonably required to cure any Defect at Seller's sole cost and expense. If Seller elects not to cure or fails to cure any such Defect within a reasonable time (but not more than thirty (30) days after the original Closing Date unless otherwise agreed by the parties), Buyer may, as its sole and exclusive remedy, either take title to the Property "as is" and consummate the Closing without any credit or offset for such Defect, or in the alternative, terminate this Contract and receive an immediate refund of the Binder.

5. **Inspection.** During the term of this Contract, Buyer may conduct inspections of the Property; provided, however, that in no event shall Buyer or its agents or contractors conduct any soil or water sampling or other intrusive inspections or testing of the Property or alter the Property without Seller's prior written approval. Buyer agrees to keep all documents, reports, correspondence and other information relating to its inspections of the Property confidential. Provided, however, that Buyer agrees to provide Seller a copy of any such reports, but only if Seller requests a copy of the same. Buyer shall indemnify, defend and hold Seller, its officers, agents, managers, members, directors and employees harmless from any and all loss, cost (including without limitation reasonable attorneys' and consultants' fees and costs of remediation), damage (including without limitation consequential, punitive and multiple damages), obligations, claims or liabilities (collectively "Losses"), arising out of injury to persons, including death, and/or any and all physical damage to the Property or any other property directly or indirectly caused by Buyer, its agents, employees or contractors or otherwise arising directly or indirectly out of or related to their activities upon the Property. Buyer's obligations under this paragraph shall survive Closing or the termination of this Contract.

6. **Property Conveyed "AS IS".** Buyer hereby acknowledges that except for the special warranty to be contained in the deed, Seller has not made and specifically disclaims any other representation, warranty or guaranty (whether express or implied by law) regarding the suitability, condition of or title to the Property or its past, current or future compliance with any applicable law, regulation or ordinance. Specifically, and without limiting the foregoing, Buyer hereby acknowledges that **SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE HABITABILITY, MERCHANTABILITY, ZONING, FITNESS FOR A PARTICULAR PURPOSE OR ENVIRONMENTAL CONDITION OF THE PROPERTY, IT BEING UNDERSTOOD BY THE PARTIES THAT BUYER SHALL ACQUIRE THE PROPERTY "AS IS" WITH ALL FAULTS.**

7. **Closing Costs.** Seller shall pay for the preparation of the deed to the Property and the excise tax stamps to be affixed thereto. Buyer shall pay for all reasonable and customary Closing costs, including, without limitation, any title search fee, title insurance premium, Survey update, wiring costs, the cost of recording the deed and any other instruments to be recorded under the terms of this Contract with respect to the Property. Buyer's expenses shall not be credited toward the Purchase Price. Each party hereto shall be responsible for its own expenses, including legal and advisory fees and any such expenses shall not be deducted from or credited to Purchase Price. Ad valorem real property taxes for the Property shall be prorated between the parties on a calendar year basis as of the Closing Date. If the current year's ad valorem property taxes have not been determined as of the Closing Date, then each party's pro rata share shall be estimated based upon the previous year's ad valorem taxes; provided, however that upon the determination of the actual amount of ad valorem taxes due for the year in which the Closing occurs, the parties agree to adjust the prorations accordingly upon the request of either party. Buyer shall be responsible for the payment of any "rollback" or other deferred ad valorem property taxes. The obligations of the parties under this **Paragraph 7** shall survive Closing.

8. **Risk of Loss.** Prior to the Closing Date, risk of loss with respect to the Property shall be upon Seller. If, prior to the Closing Date, any significant portion or all of the Property is damaged or destroyed by fire or any other cause, except where such event is occasioned by a

willful or negligent act of Buyer or its employees, agents or contractors, then Seller shall immediately notify Buyer. Upon receipt of any such notice, Buyer may elect by written notice delivered to Seller on or before the Closing Date to either: (i) terminate this Contract in which case the Binder shall be returned to Buyer, and thereafter this Contract shall become null and void and shall be of no further force or effect; or (ii) take title to the Property "as is" without any credit or offset for such damage or destruction.

9. **Brokerage Commission.** Seller and Buyer represent and warrant to the other that no real estate agent or broker has been involved in this transaction except for the Broker specified on the Contract Cover Page. The Party Paying Broker specified on the Contract Cover Page shall, contingent upon the completion of the Closing of the Property, pay all commissions due Broker with respect to the Property. Seller and Buyer each agree to indemnify and hold the other harmless from and against any and all claims, demands and the cost and expense thereof arising out of any alleged brokerage commission, fee or other compensation with respect to the Property based upon an agreement alleged to have been made or other action alleged to have been taken by the indemnifying party.

10. **Eminent Domain.** If prior to the Closing Date all or any material part of the Property is taken by eminent domain or if condemnation proceedings are commenced against any material part of the Property, then Buyer, within thirty (30) days after its receipt of notice of such taking or proceeding (but, in any event, prior to the Closing Date), shall have the option by written notice delivered to Seller on or before the Closing Date to either: (i) terminate this Contract in which case the Binder shall be returned to Buyer, and thereafter this Contract shall become null and void and shall be of no further force or effect; or (ii) take title to the Property "as is" without any credit or offset for such taking.

11. **Binder.** Simultaneously with the execution and delivery of this Contract by Buyer, Buyer shall deliver to Seller the Binder set forth on the Contract Cover Page as a good faith binder and earnest money deposit. At the Closing, the Binder shall be credited to the Purchase Price. Any interest accruing on the Binder shall belong to Seller and shall not be refunded or credited to Buyer unless the Binder is refunded to Buyer pursuant to **Paragraph 12** below.

12. **Default.** If Buyer defaults in the performance of any of the provisions herein, resulting in Buyer's failure, refusal or inability to close this transaction, then the Binder shall be forfeited to Seller but such forfeiture shall not affect any other remedies at law or at equity which may be available for such breach. If Seller defaults in the performance of its obligations hereunder and fails to cure such default within ten (10) business days after receipt of written notice thereof from Buyer, then Buyer may, as its sole and exclusive remedy, either: (i) terminate this Contract and receive a refund of the Binder and all provisions of this Contract shall be null, void and of no further force or effect; (ii) seek specific performance of this Contract; or (iii) permanently waive the default and close the transaction contemplated by this Contract and acquire the Property "as is".

13. **Special Stipulations.** The Special Stipulations executed by Buyer and attached hereto are incorporated by reference herein.

14. **Rights to Use of Lakes.** Buyer hereby acknowledges that Seller has made no promises, covenants, warranties or guarantees relative to the following matters and Buyer hereby agrees that Seller shall have no liability with respect to: (i) the continued existence of any lake on or near the Property; (ii) the purity or any other characteristic of the water in any lake on or near the Property; (iii) the maintenance of any particular water level at any time or season in any lake on or near the Property; (iv) any right to use for any purpose or any right to access the water of any lake (if any) on or near the Property; (v) any right to construct piers, docks, boathouses or any other improvements of any sort on the Property or on any lake on or near the Property unless the same shall be constructed in accordance with the restrictions, easements, conditions and reservations affecting any such lake and the Property; and (vi) the Property being, or continuing to be, "lakefront" or abutting or being contiguous to any lake. Buyer further acknowledges that the right to use or access the water of any lake on or near the Property and the right to construct piers, docks, boathouses, or other improvements of any sort on any such lake is regulated and governed by the rules, regulations, laws and ordinances of all applicable authorities including, but not limited to, Duke Energy's lake management policies, rules and regulations and Buyer hereby agrees that Seller shall have no liability with respect thereto.

15. **Miscellaneous.**

(a) **Survival of Provisions.** All the terms, conditions, representations and agreements contained herein shall, as applicable, survive termination of the Contract or the Closing Date for such period of time as shall be deemed necessary for the full performance of this Contract.

(b) **Notices.** Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given when delivered by hand or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed to the party receiving such notice at the address for such party set forth on the Contract Cover Page. Either party may, from time to time, by notice as herein provided, designate a different address to which notice to it shall be sent.

(c) **Applicable Law.** This Contract shall be governed by and construed in accordance with the laws of the State in which the Property is located.

(d) **Entire Agreement.** This Contract and the exhibits and Special Stipulations attached hereto contain the entire understanding and agreement by and between the parties, and all prior or contemporaneous oral or written agreements or instruments are merged herein, and no amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

(e) **Binding Effect.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) **Captions and Headings.** The captions and headings throughout this Contract are for convenience and reference only and the words contained therein shall in no way

be held to define or add to the interpretation, construction or meaning of any provision of this Contract.

(g) **Roads, Utilities and Amenities.** Buyer hereby warrants and represents that neither Seller nor its agents have represented, either verbally or in writing, that roads, sewers, water, gas, electrical service or recreational amenities will be provided or completed by Seller other than as specifically set forth in this Contract.

(h) **Assignment.** This Contract may not be assigned by Buyer without the written consent of Seller. This Contract may be assigned by Seller without the consent of Buyer, and Buyer agrees to accept and recognize any such assignment and to cooperate with such assignee in accordance with this Contract.

(i) **Subdivision/Development Ordinance Compliance**. The parties have entered into this transaction under the presumption that no subdivision approval or similar governmental or regulatory approval will be necessary for Seller to complete the transfer of the Property to Buyer. If, however, any governmental or regulatory approval is required for the legal transfer of the Property to Buyer, Seller may at its option either: (i) terminate this Contract, in which case Buyer would receive a refund of the Binder; or (ii) attempt to obtain such approval(s) at its sole cost and expense, in which case the Closing Date will be extended for such time, not to exceed sixty (60) days, as is necessary to obtain such approval(s). If Seller elects to pursue such approvals but is either unable to obtain them or later elects to discontinue the pursuit of such approvals, then Seller may terminate this Contract and Buyer will receive a refund of the Binder.

(j) **Time of the Essence.** Time is of the essence with respect to all time periods and dates for performance of this Contract.

(k) **Counterparts.** This Contract may be executed one or more counterparts.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed effective as of the Effective Date.

DATE OF OFFER:

2/5/03

BUYER:

(INDIVIDUALS)

Joseph C. Zelando

Joseph C. Zelando

Emily J. Zelando

Emily J. Zelando

DATE OF ACCEPTANCE:

_____

SELLER:

CRESCENT RESOURCES, LLC,
a Georgia limited liability company

By: _____
James M. Short, Jr.
Senior Vice President

EXHIBIT A

Crescent Property

EXHIBIT B

SPECIAL STIPULATIONS

To Contract To Sell and Purchase Real Property ("Contract") Between Crescent Resources, LLC ("Seller") and Joseph C. Zelando and wife, Emily J. Zelando ("Buyer")

MUNICIPAL SUBDIVISION (SINGLE-FAMILY RESIDENCE) EXEMPTION

Buyer hereby acknowledges that Seller has structured this transaction so as to comply with the Single Family Residence Exemption to the registration requirements prescribed by the Interstate Land Sales Full Disclosure Act (15 U.S.C. 1701 et seq.) and the regulations promulgated thereunder. In order to comply with the requirements of the exemption, Buyer and Seller hereby supplement and amend the Contract as more particularly set forth below.

1. **Utilities Availability**

   a. **Water.** Prior to Closing, Buyer must receive appropriate assurance of year round potable water supply to the Property, which assurance consists of an opinion from a qualified hydrologist or the local health department or other governmental entity that the Property will have an adequate, year-round supply of potable water. In no event shall the purchase and sale of the Property close before Buyer has received appropriate assurance of year round potable water supply to the Property and if such assurance is not received and the Property is not sold to Buyer within one hundred eighty (180) days of the Effective Date of this Contract, then this Contract shall automatically terminate whereupon Buyer shall receive a full refund of the Binder as Buyer's sole remedy for such termination.

   b. **Septic.** Prior to Closing, Buyer must receive appropriate assurance under applicable law that the Property is approved for a septic tank sufficient to serve a three bedroom house. In some instances, Seller may have provided Buyer with a preliminary septic approval letter ("Preliminary Approval Letter") prior to, or simultaneously with the execution of this Contract. A Preliminary Approval Letter does not guaranty that you will be able to install a septic system upon the Property. If Buyer is not provided with an individual septic permit (as opposed to a Preliminary Approval Letter) permitting the installation of a septic sewer system on the Property (a "Septic Permit") prior to the acceptance of this Contract, Buyer shall, at its sole cost and expense, within ten (10) days from the date of acceptance of this Contract or such longer period as Seller shall agree to in writing, seek a Septic Permit from the appropriate governmental authority having jurisdiction over the Property. If such approval is expressly denied within thirty (30) days from the date of acceptance of this Contract or such longer period as Seller shall agree to in writing, Buyer and Seller shall each have the right to terminate this Contract whereupon Buyer shall receive a full refund of the Binder as Buyer's sole remedy for such termination. In no event shall the purchase and

sale of the Property close before Buyer has received a Septic Permit and if a Septic Permit is not received and the Property is not sold to Buyer within one hundred eighty (180) days of the Effective Date of this Contract, then this Contract shall automatically terminate whereupon Buyer shall receive a full refund of the Binder as Buyer's sole remedy for such termination.

c. **Electricity**. The Property shall have electricity extended to it as of Closing. However Buyer shall be responsible for the payment of any hook up or connection fees which may be charged by the local utility company.

2. **Public Road**. The Property is served by a paved (concrete or asphalt) public street or highway which has been accepted for maintenance by local governmental authorities.

3. **Title**. Prior to Closing, Seller shall deliver to Buyer a specimen title insurance binder relative to the Property which indicates that Seller is vested with title to the Property subject only to the exceptions referenced in said binder. Any cost of title insurance to be procured by Buyer shall be paid for by Buyer. By acceptance of the title insurance binder and by proceeding with Closing, Buyer acknowledges that he has been made familiar with the exceptions referenced in the binder and accepts the same. At Closing, Seller shall deliver to Buyer a General Warranty Deed.

4. **Closing**. Under no circumstances shall closing occur later than 180 days following the mutual execution of this Contract.

5. **Buyer's Representations**.

Buyer hereby represents that:

a. EJZ JCZ (Buyer's Initials) Buyer or Buyer's spouse has made a personal, on-the-lot inspection of the Property prior to signing this Contract.

b. EJZ JCZ (Buyer's Initials) Seller has not offered Buyer any gifts, trips, dinners or other inducements in order to encourage Buyer to visit the subdivision and purchase a lot.

c. EJZ JCZ (Buyer's Initials) Seller has made no other representations regarding Seller's obligation to provide or complete roads, sewer, water, electric or other utility services or recreational amenities except as are set forth in this Contract.

6. **Escrow**. Notwithstanding anything contained in the Contract, $2,990.00 in earnest money paid by Buyer (cash, bank, or certified check) with the delivery of this Contract, to be held in an escrow account by Bank of America, N.A., as escrow agent ("Escrow Agent") until the sale is closed, at which time it will be transferred to Seller or its assigns

and credited to Buyer, or until this Contract is otherwise terminated and it is disbursed in accordance with the provisions hereof.

BUYER:

Joseph C. Zelando

Emily J. Zelando

DATE: 2/5/03

SELLER:

CRESCENT RESOURCES, LLC,
a Georgia limited liability company

By: _____
James M. Short, Jr.
Senior Vice President

DATE: _____

EXHIBIT C

GENERAL DEED RESTRICTIONS NON-LAKEFRONT

THE PROPERTY SHALL BE CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, WHICH SHALL ENCUMBER THE PROPERTY AND SHALL RUN WITH TITLE TO THE PROPERTY.

1. **Definition of "Property".** As used herein, the word **"Property"** shall mean all of the property conveyed by Grantor to Grantee pursuant to this deed; provided that if the conveyed property consists of more than one subdivided parcel of land, or if the property conveyed is ever subdivided into more than one parcel, then the defined term "Property" shall mean each parcel of land containing all or a portion of the property conveyed hereby and the restrictions set forth herein shall apply to each such subdivided parcel.

2. **Single Family Use.** The Property shall be used only for detached, single-family residence purposes, together with the accessory buildings and structures permitted pursuant to **Section 6** below. No more than one detached single-family residential dwelling may be constructed on the Property. No condominium, townhouse, duplex, apartment or other multi-family residential uses are permitted on the Property. Further, no camper, trailer, motor home, boat (including, without limitation, any boat docked adjacent to the Property), recreational vehicle, or similar habitable or transportable unit or structure shall be allowed to remain on or adjacent to the Property as a place of residence.

3. **Restricted Activities.** The following activities are prohibited on the Property:

   a. Raising, breeding, or keeping of animals, livestock or poultry of any kind, except that dogs, cats, or other usual and common household pets (which are registered, licensed and inoculated as required by law) may be permitted on the Property;

   b. Any activity which violates local, state, or federal laws or regulations;

   c. Institutional uses, including but not limited to group homes, day care centers, churches, temples or shrines, rest homes, schools, medical care facilities, lodges, inns, beds and breakfasts; and

   d. Any business or trade, except that an owner or occupant residing on the Property may conduct business activities within a dwelling on the Property so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the dwelling unit; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve regular visitation of the Property by clients, customers, suppliers, or other business invitees; (iv) the business activity does not involve any service or delivery business in which more than one vehicle used in such business would be parked overnight on the Property, or for which any parts, equipment supplies, raw materials, components or tools are stored on the Property and (v) the business activity is consistent with the residential character of the Property and does not constitute an unreasonable disturbance to adjoining land owners or others, a nuisance, or a hazardous or offensive use. The foregoing shall not preclude occasional garage sales, moving sales, rummage sales, or similar activities provided that such activities are not held on the Property more than once in any six-month period. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any

occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required. The leasing of the Property for single-family residential use shall not be considered a business or trade within the meaning of this subsection.

4. Prohibited Conditions. None of the following structures or improvements may be located upon the Property:

a. Structures, equipment or other items which are visible from any road or adjacent property which have become rusty, dilapidated, or otherwise fallen into disrepair;

b. Towers, antennas, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind which are located outside of the dwelling on the Property other than (i) a customary antenna, which shall not extend more than ten (10) feet above the top roof ridge of the dwelling; and (ii) a satellite disc or dish no larger than eighteen inches (18") in diameter;

c. Any freestanding transmission or receiving towers or any non-standard television antennae; and

d. Chain-link fences.

5. Quality Craftsmanship/Dwelling Size. All buildings and outbuildings erected upon the Property shall be built on site of new materials of good grade, quality and appearance, and shall be constructed in a good, workmanlike manner, conforming to all applicable building codes. Further, all dwellings must meet the following construction requirements:

a. One story dwellings shall not contain less than 2,000 square feet of Heated Living Area (defined below);

b. One and a half story dwellings shall not contain less than 2,200 square feet of Heated Living Area;

c. Two (or more) story dwellings shall not be less than 2,400 square feet of Heated Living Area;

d. All dwellings and accessory structures shall be completely supported with solid brick, brick or stone covered block, or stucco covered foundation;

e. Roofs shall have not less than a 6 inch pitch, and not less than 12 inch overhang, and shall be covered with asphalt or fiberglass shingles, terra cotta tile, real or man-made slate, copper sheathing or wood shingles or pre-painted metal roofing;

f. The exterior surfaces of all dwellings and accessory structures shall be covered only with brick, stone, hard stucco (synthetic stucco is not permitted), wood, or siding consisting of wood, composite or vinyl material; provided, that any horizontal siding must be completely supported to maintain a straight and even outer surface and must be fully and properly finished; and

g. Exteriors of all dwellings and accessory structures must be completed within one year after the commencement of construction, and a certificate of occupancy issued within two years after commencement of construction.

As used herein, "**Heated Living Area**" excludes basement areas (defined as any level in which at least one perimeter wall is below, or partially below, grade), unless such basement areas have two or more perimeter walls above surrounding grade, and such basement areas are fully heated and air-conditioned and constructed to a quality equal to the above grade levels of the dwelling. In addition, Heated Living Area excludes vaulted ceilings areas, attics, unheated porches, attached or detached garages, porte-cocheres and unheated storage areas, decks and patios. The term "**story**" shall mean a finished horizontal division of Heated Living Area extending from the floor of such division to the ceiling above it. The term "**half story**" shall mean a story which contains fifty percent (50%) or less Heated Living Area than the story in the house containing the most Heated Living Area.

6. **Permitted Accessory Structures.** No buildings, structures or improvements of any kind may be located on the Property other than one detached, single-family residential home, and the following permitted accessory structures:

a. Storage and shop outbuildings, including detached garages, workshops, storage and utility buildings, greenhouses and similar buildings, not exceeding fourteen (14) feet in height. The total square footage contained within all such outbuildings combined shall not exceed two thousand (2000) square feet. All outbuildings shall be permanently affixed to the Property and shall be covered with the approved exterior materials described in **Section 5(f)** above.

b. Recreational structures, including decking, gazebos, covered patios, playhouses, barbecue pits and similar structures. The total square footage contained within such structures when combined shall not exceed one thousand (1000) square feet in area.

7. **Site Development Requirements.** The Property shall be subject to the following specific development requirements.

a. No portion (or portions) of the Property greater than two thousand (2000) square feet shall be: (i) denuded of ground cover or topsoil, (ii) graded, (iii) excavated or (iv) covered with earth or other natural or man-made fill material, unless all required building, grading and erosion control permits have been issued by the applicable municipal authorities.

b. All denuded, graded, excavated or filled areas shall be stabilized and replanted on or before: (i) the thirtieth (30^{th}) day following the initial denuding, grading, excavation, or filling (unless footings and foundations are being installed upon the disturbed area and construction is being diligently and continuously pursued upon such area); or (ii) such time as construction is completed or interrupted for a period of thirty (30) continuous days. In addition to, or in the absence of local or state government regulations on such land disturbance, none of the activities described in (i) through (iv) in **Section 7 (a)** above shall be allowed to commence prior to the proper installation (in accordance with manufacturer's instructions) of construction silt fencing on the lower perimeters of all areas within the Property to be disturbed, and any other areas which may be impacted by silt runoff from any disturbed areas located on the Property.

8. **No Claims.** No owner of the Property or of any Benefited Property (defined below) shall have any claim or cause of action against Grantor or its affiliates arising out of the exercise, or non-exercise, or enforcement, or failure to enforce, or the amendment, release or grant of variance with respect to any covenant, condition, restriction, easement or other right reserved hereunder or referred to herein.

9. **No Delay.** No delay or failure on the part of Grantor to invoke an available remedy with respect to a violation of any restriction contained herein shall be held to be a waiver by Grantor of any right available to it upon the recurrence or continuance of said violation or the occurrence of a different violation.

10. **Rights of Enforcement.** The covenants, conditions and restrictions set forth herein shall run with the title to the Property and shall benefit Grantor and all property (the "**Benefited Property**") owned on the date hereof by Grantor or its subsidiaries located within one thousand feet of any portion of the Property (other than any property located within the FERC boundaries of any lake). If the Property owner, its heirs, successors, tenants, or assigns shall violate or attempt to violate any of the covenants, conditions or restrictions contained herein, Grantor and any subsequent owner of any portion of the Benefited Property may enforce the covenants, conditions and restrictions set forth herein by any remedy available at law or in equity, either to prevent or remediate such violation, or recover damages for such violation, or both; provided that, with the exception of Grantor, no Benefited Property owner shall have the right to enter the Property in order to monitor or enforce compliance without court order. The party bringing such action shall be entitled to recover its reasonable attorney's fees and expenses incurred in such proceedings from the person or entity violating or attempting to violate the same. Nothing herein shall be held to impose any restriction on any other land owned by Grantor, its subsidiaries or affiliates.

11. **Modification, Amendment, Variances.** Grantor hereby reserves the right for itself and its successors or assigns, to amend or modify, release, or grant variances with respect to the covenants, conditions, easements and restrictions set forth herein. As used in this **Section 11**, the term "successors or assigns" shall be limited to Grantor's successors or assigns by merger or consolidation or by written assignment.

12. **Reserved Easement.** Grantor hereby reserves unto itself and any successors in title, (i) a ten (10) foot wide easement extending into the Property from and along all side Property lines for the installation and maintenance of utility lines, drainage ditches or facilities, or any other related improvements that may be required by Grantor or its successors or assigns; and (ii) a fifteen (15) foot wide easement extending into the Property from and along any public or private road rights of way for the installation and maintenance of utility lines, drainage ditches or facilities, or any other related improvements that may be required by Grantor or its successors or assigns.

13. **No Modular or Mobile Homes.** No mobile, manufactured or modular home or structure having the characteristics or appearance of a mobile, modular or manufactured home, including, without limitation, any mobile, modular or manufactured home as defined by the building codes or other applicable laws of the state in which the Property is located, shall be located upon the Property.

14. **Maximum Number of Lots.** The property conveyed hereby shall not be subdivided.

CRESCENT

BY: _____

BUYER

BY: EJZ JCZ

EXHIBIT D

WIRING INSTRUCTIONS

Account Name: Crescent Resources, LLC
Account No.: 1865-046963
Bank: Wachovia Bank, N.A., Winston-Salem, North Carolina
ABA No.: 053100494

Please notify Leslie Dueitt at Crescent (704.373.5350) upon the initiation of the wire.