

1/8/2008

duponbj

Groundwater and Wastewater Services File Imaging Project

May 2007

Barcode Font = IDAutomationHC39M

FEE: $200.00
DATE: 9/22/03
Check # 3040 JKH

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

CODY JCRT

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

Consultation

FILE #: @ 5 3620

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: # 217-232-46

STREET ADDRESS: TULLOCH RD / CHATFIELD DR

SUBDIVISION OR MOBILE HOME PARK NAME: OFF RED FEZ CLUB RD (LAKE WYLIE)

LOT NUMBER: #6 8.17 ACRES

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:

NUMBER OF BEDROOMS:

NUMBER OF OCCUPANTS:

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 2/28/03 (FROM CRESCENT RESOURCES)

Consultation mailed 10-9-03 Robert Stamper
Received NW RM 10-10-03

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)
__ SHARED WELL (S)
__ MUNICIPAL (M)
__ OTHER 'SPRINGS' (O)
__ PRIVATE WELL (P)

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

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

PROPERTY OWNER:

NAME: STAMPER (LAST) ROBERT (FIRST) C (MI)

ADDRESS: 13000-F YORK RD # 303

CITY: CHARLOTTE STATE: NC ZIP: 28278

DAYTIME PHONE: (704 618 - 3200 / 704-588-8557

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

DAYTIME PHONE: ( ) -

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED?

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: Robert C. Stamper Jr DATE: 9/22/03

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

PHIL HAYES

CRESCENT RESOURCES LLC

400 South Tryon Street
Suite 1300
P.O. Box 1003
Charlotte, NC 28201-1003

(704) 382-8009 Fax (704) 373-5829

#101032-

#07981117

September 12, 2003

079 8117

Mr. Robert C. Stamper, Jr.
13000-F York Rd., Suite 303
Charlotte, NC 28278

RE: S-3245.06, 8.17 acres located in Steele Creek Township, Mecklenburg County, NC

Dear Mr. Stamper:

Enclosed is an original, executed Contract for Exchange of Property and Assignment Agreement in connection with the above referenced parcel of land. This letter will also confirm that we are in receipt of your binder, made payable to our Qualified Intermediary, Investment Property Exchange Services, Inc., in the total amount of $10,000.00.

The closing will be coordinated by this office and is scheduled to close on or before February 27, 2004. Please contact me to set up a time and location for the closing. If you have retained an attorney to represent you in this transaction, please furnish me with the attorney's name, address and telephone and fax numbers.

Pursuant to the Contract, the grantee name appearing on the deed will be Robert C. Stamper, Jr. If any change in the name is requested after the deed and/or documents have been prepared, a fee of $500.00 will be charged to you at closing.

I look forward to working with you on this transaction. If you have any questions, please do not hesitate to contact me at 704/373-5448.

Sincerely,

Susan Higginson
Land Management Division

Enclosure

cc: Jim Bass, VP
Brent Milgrom, PPAB
File

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
TRACT NO. 3245.06

CONTRACT FOR EXCHANGE OF PROPERTY AND ASSIGNMENT AGREEMENT

DEFINED TERMS:

CRESCENT: **MAILING ADDRESS:** [See Paragraph 16(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: Susan Higginson (704) 373-5448
QUALIFIED INTERMEDIARY:	Investment Property Exchange Services, Inc., a California corporation, as Qualified Intermediary under Exchange No. EX-_____, for Crescent Resources, LLC
MAILING ADDRESS: [See Paragraph 16(b)]	c/o Fidelity National Title P.O. Box 36386 Charlotte, North Carolina 28236 Attention: L. Hunter Meacham, Jr. (704) 373-0371
ACQUIRING PARTY: [Name to Appear on Deed]	Robert C. Stamper, Jr.
MAILING ADDRESS: [See Paragraph 16(b)]	13000-F York Rd., Suite 303 Charlotte, NC 28278 Telephone Number: 704-588-8554
CRESCENT PROPERTY: [See Paragraph 2]	8.17 acres owned by Carolina Centers, LLC located on Tulloch Road (SR 1531) in Steele Creek Township, Mecklenburg County, North Carolina, as shown on **Exhibit A** attached hereto and incorporated herein, along with all rights, privileges and easements appurtenant thereto.
AGREED VALUE OF CRESCENT PROPERTY: [See Paragraph 3]	**$200,000.00** (Two Hundred Thousand and 00/100 Dollars)
CLOSING DATE: [See Paragraph 4]	On or before **February 27, 2004.**
BROKER: [See Paragraph 10]	N/A
PARTY PAYING BROKER: [See Paragraph 10]	N/A
BINDER: [See Paragraph 12]	**$10,000.00** (Ten Thousand and 00/100 Dollars) in certified funds to be made payable to and held by **Investment Property Exchange Services, Inc.**
SPECIAL STIPULATIONS: [See Paragraph 14]	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:

A. This Contract shall, at Crescent's option, be null and void if Acquiring Party fails to execute and return three executed original copies of this Contract along with the Binder to Crescent by **September 5, 2003**.

B. This Contract shall be contingent upon the approval of Crescent's Board of Managers. Crescent shall give Acquiring Party written notice of any decision made by its Board of Managers rejecting this Contract within 15 days of such decision.

C. Acquiring Party shall have from the Effective Date until 5:00 p.m. on **January 30, 2004** (**"Inspection Period"**) to conduct inspections in accordance with **Paragraph 6** of this Contract. If Acquiring Party determines that the Crescent Property is not suitable for its intended use, then Acquiring Party shall so notify Crescent, in writing, prior to the end of the Inspection Period, whereupon this Contract shall terminate and Acquiring Party shall receive a refund of the Binder. Following the end of the Inspection Period, the Binder shall not be refundable to Acquiring Party except following default by Crescent in accordance with **Paragraph 13**, or as provided in **Paragraphs 5, 9** and **11** of the Contract, as applicable.

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

E. Duke Energy regulates activities within its reservoirs to ensure activities are consistent with established company policies and license requirements. Duke Energy's Lake Management Group may be contacted at 1-800-443-5193 or 1-704-382-8086. Lake Management's Lake Wylie representative, Kelvin Reagan, may be contacted at 704-382-9386.

F Acquiring Party acknowledges that Crescent, or Crescent's attorneys, shall prepare the deed, owner's affidavit, non-foreign affidavit, settlement statement, and such other documents as are required for Crescent to convey the Crescent Property to Acquiring Party. At Closing, in addition to the Agreed Value of the Crescent Property (which shall be disbursed to Qualified Intermediary in accordance with **Paragraph 3** of the Contract), Acquiring Party shall pay directly to Crescent (by a certified check made payable to Crescent) the sum of four hundred twenty-five and No/100 Dollars ($425.00) as a document preparation fee to offset Crescent's expenses for such documentation. Acquiring Party acknowledges that Crescent's attorneys do not represent, and shall not be liable to, Acquiring Party in connection with this Contract and/or Closing.

G. The Crescent Property shall be conveyed subject to a perpetual non-exclusive easement reserved by Crescent, for the benefit of Crescent, its successors and assigns (and for the owners of all current or future lots or parcels served by the following described road), over and across an existing 20 (twenty) foot access road, shown on **Exhibit A** as "asphalt drive," for pedestrian and vehicular ingress, egress, regress and access. Said easement shall be effective until such time (if ever) as public roadways are constructed which provide direct access to each of the lots or parcels benefited by said easement.

This 2 (two) page cover page (the "Contract Cover Page") is hereby incorporated into and made a part of this Contract for Exchange of Property and Assignment Agreement.

CRESCENT

By: _____
(Initial)

ACQUIRING PARTY

By: _____
(Initial)

THIS CONTRACT FOR EXCHANGE OF PROPERTY AND ASSIGNMENT AGREEMENT (this "Contract") is made and entered into by and between Crescent and Acquiring Party, effective as of the date of acceptance of this Contract by Crescent (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

Crescent is the owner of, or will be acquiring prior to Closing from Carolina Centers LLC, the Crescent Property and desires to exchange the Crescent Property for certain real property to be acquired by Qualified Intermediary, as described below, in a manner intended to qualify such exchange with respect to Crescent for the nonrecognition provisions of Section 1031 of the Internal Revenue Code of 1986 as amended and the regulations proposed or promulgated thereunder as of the Effective Date of this Contract (collectively, the "Code").

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, Crescent and Acquiring Party hereby agree as follows:

1. Exchange of Property.

(a) **Acquiring Party's Cooperation.** Crescent shall convey the Crescent Property to Acquiring Party in exchange for replacement property, to be acquired by Qualified Intermediary and conveyed to Crescent all as hereinafter set forth. A material inducement to Crescent's entry into this Contract is Crescent's right to structure this transaction so as to qualify the same as an exchange of property in compliance with the provisions of the Code, and Acquiring Party agrees that this Contract shall be interpreted and construed in such a manner as to qualify the transactions contemplated herein as an exchange of property in compliance with the provisions of the Code. Acquiring Party shall fully cooperate with Crescent and take all reasonable actions requested by Crescent to assist Crescent in satisfying the provisions of the Code, whether Crescent completes the exchange using the services of a qualified intermediary as contemplated herein, or otherwise; provided, however, that Acquiring Party makes no representations and gives no warranties with respect to the tax effects of the proposed exchange transactions and in no event shall Acquiring Party be required to take legal title to any replacement property.

(b) **Assignment to Qualified Intermediary.** Crescent hereby assigns this Contract to Qualified Intermediary who shall act as qualified intermediary as that term is defined in Treasury Regulations §1.1031(k)-1 or successor provisions. Acquiring Party hereby consents to the assignment of this Contract to Qualified Intermediary and shall fully cooperate with Crescent and with Qualified Intermediary and shall take all reasonable actions requested by Qualified Intermediary or by Crescent to assist Crescent and Qualified Intermediary in satisfying the requirements of the Code, including satisfying any of Acquiring Party's obligations under this Contract directly to Qualified Intermediary. Acquiring Party shall accept the performance of obligations under this Contract by Qualified Intermediary which shall be deemed by Acquiring Party to be the performance of Crescent. All costs or expenses charged by Qualified Intermediary for its performance of actions contemplated by this **Paragraph 1** shall be borne by Crescent.

(c) **Closing on Crescent Property.** Qualified Intermediary shall direct Crescent to deed the Crescent Property to Acquiring Party on the Closing Date in accordance with the terms of this Contract. Acquiring Party shall accept the deed from Crescent at Closing and shall simultaneously pay the Agreed Value to Qualified Intermediary. Crescent and Acquiring Party hereby acknowledge that Acquiring Party's obligation to pay the Agreed Value to Qualified Intermediary is wholly contingent upon and contemporaneous with the conveyance of the Crescent Property to Acquiring Party.

2. Description of the Crescent Property. The property that is the subject of this Contract is that certain parcel of real property identified as the Crescent Property on the Contract Cover Page. The exact boundaries of the Crescent Property shall be set forth in the Survey (as defined in **Paragraph 5** below).

3. Agreed Value of Crescent Property - Wiring of Closing Proceeds. The Agreed Value of the Crescent Property for purposes of the exchange transaction contemplated herein shall be as set forth on the Contract Cover Page. Acquiring Party hereby agrees to wire, at its expense, the net proceeds due Crescent hereunder directly to

Qualified Intermediary at Closing (a check shall not be acceptable) pursuant to the wiring instructions to be delivered to Acquiring Party prior to Closing.

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

5. Transfer of Title to the Crescent Property. On the Closing Date, Crescent shall deliver to Acquiring Party exclusive possession (unless otherwise noted on the Contract Cover Page) of the Crescent Property and a special warranty deed conveying fee simple title thereto to Acquiring Party free and clear of all liens, encumbrances, claims, rights-of-way, easements and restrictive covenants, except that the Crescent 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 Crescent Property as shown on the Survey (defined below) or which would be shown on a current and accurate survey of the Crescent 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 Crescent 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 Crescent Property.

If there are any transmission lines and/or other facilities located on the Crescent Property as of the Effective Date, then Crescent 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 Crescent or within forty-five (45) days from the Effective Date of this Contract, Crescent shall deliver to Acquiring Party at Crescent's sole cost and expense a copy of Crescent's latest survey or recorded plat of the Crescent Property prepared by a registered land surveyor (the "Survey"). The Survey shall be used to prepare the deed to the Crescent Property described in this **Paragraph 5**. Acquiring Party may, at its sole expense, commission an update to such Survey and obtain any additional certifications to such Survey required for Acquiring Party to obtain title insurance coverage.

If any title or survey defect (other than a Permitted Exception) which renders title to the Crescent Property uninsurable (hereinafter, a "Defect") arises prior to Closing, Acquiring Party shall provide Crescent 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 Acquiring Party or the thirtieth (30th) day from and including the Effective Date (the earlier of such dates is referred to as the "Objection Deadline").

Crescent 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 Crescent's sole cost and expense. If Crescent 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), Acquiring Party may, as its sole and exclusive remedy, either take title to the Crescent 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.

6. Inspection. During the term of this Contract, Acquiring Party may conduct inspections of the Crescent Property; provided, however, that in no event shall Acquiring Party or its agents or contractors conduct any soil or water sampling or other intrusive inspections or testing of the Crescent Property or alter the Crescent Property without Crescent's prior written approval. Acquiring Party agrees to keep all documents, reports, correspondence and other information relating to its inspections of the Crescent Property confidential. Provided, however, that Acquiring Party agrees to provide Crescent a copy of any such reports, but only if Crescent requests a copy of the same. Acquiring Party shall indemnify, defend and hold Crescent, 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 Crescent Property or any other property directly or indirectly caused by Acquiring Party, its agents, employees or contractors or otherwise arising directly or indirectly out of or related to their activities upon the Crescent Property. Acquiring Party's obligations under this paragraph shall survive Closing or the termination of this Contract.

7. Crescent Property Conveyed "AS IS". Acquiring Party hereby acknowledges that except for the special warranty to be contained in the deed, Crescent 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 Crescent Property or its past, current or future compliance with any applicable law, regulation or ordinance. Specifically, and without limiting the foregoing, Acquiring Party hereby acknowledges that **CRESCENT MAKES NO REPRESENTATION OR WARRANTY REGARDING THE HABITABILITY, MERCHANTABILITY, ZONING, FITNESS FOR A PARTICULAR PURPOSE OR ENVIRONMENTAL CONDITION OF THE CRESCENT PROPERTY, IT BEING UNDERSTOOD BY THE PARTIES THAT ACQUIRING PARTY SHALL ACQUIRE THE CRESCENT PROPERTY "AS IS" WITH ALL FAULTS.**

8. Closing Costs. Crescent shall pay for the preparation of the deed to the Crescent Property and the excise tax stamps to be affixed thereto. Acquiring Party 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 Crescent Property. Acquiring Party's expenses shall not be credited toward the Agreed Value of the Crescent Property. 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 the Agreed Value of the Crescent Property. Ad valorem real property taxes for the Crescent 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. Acquiring Party shall be responsible for the payment of any "rollback" or other deferred ad valorem property taxes. The obligations of the parties under this **Paragraph 8** shall survive Closing.

9. Risk of Loss. Prior to the Closing Date, risk of loss with respect to the Crescent Property shall be upon Crescent. If, prior to the Closing Date, any significant portion or all of the Crescent Property is damaged or destroyed by fire or any other cause, except where such event is occasioned by a willful or negligent act of Acquiring Party or its employees, agents or contractors, then Crescent shall immediately notify Acquiring Party. Upon receipt of any such notice, Acquiring Party may elect by written notice delivered to Crescent on or before the Closing Date to either: (i) terminate this Contract in which case the Binder shall be returned to Acquiring Party, and thereafter this Contract shall become null and void and shall be of no further force or effect; or (ii) take title to the Crescent Property "as is" without any credit or offset for such damage or destruction.

10. Brokerage Commission. Crescent and Acquiring Party 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 Crescent Property, pay all commissions due Broker with respect to the Crescent Property. Crescent and Acquiring Party 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 Crescent Property based upon an agreement alleged to have been made or other action alleged to have been taken by the indemnifying party.

11. Eminent Domain. If prior to the Closing Date all or any material part of the Crescent Property is taken by eminent domain or if condemnation proceedings are commenced against any material part of the Crescent Property, then Acquiring Party, 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 Crescent on or before the Closing Date to either: (i) terminate this Contract in which case the Binder shall be returned to Acquiring Party, and thereafter this Contract shall become null and void and shall be of no further force or effect; or (ii) take title to the Crescent Property "as is" without any credit or offset for such taking.

12. Binder. Simultaneously with the execution and delivery of this Contract by Acquiring Party, Acquiring Party shall deliver to Qualified Intermediary 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 Agreed Value of the Crescent Property. Any interest accruing on the Binder shall belong to Crescent and shall not be refunded or credited to Acquiring Party unless the Binder is refunded to Acquiring Party pursuant to **Paragraph 13** below.

13. Default. If Acquiring Party defaults in the performance of any of the provisions herein, resulting in Acquiring Party's failure, refusal or inability to close this transaction, then the Binder shall be forfeited to Crescent but such forfeiture shall not affect any other remedies at law or at equity which may be available for such breach. If Crescent or Qualified Intermediary 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 Acquiring Party, then Acquiring Party 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 Crescent Property "as is".

14. Special Stipulations. The Special Stipulations executed by Acquiring Party and attached hereto are incorporated by reference herein.

15. Rights to Use of Lakes. Acquiring Party hereby acknowledges that Crescent has made no promises, covenants, warranties or guarantees relative to the following matters and Acquiring Party hereby agrees that neither Crescent nor Qualified Intermediary shall have any liability with respect to: (i) the continued existence of any lake on or near the Crescent Property; (ii) the purity or any other characteristic of the water in any lake on or near the Crescent Property; (iii) the maintenance of any particular water level at any time or season in any lake on or near the Crescent 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 Crescent Property; (v) any right to construct piers, docks, boathouses or any other improvements of any sort on the Crescent Property or on any lake on or near the Crescent Property unless the same shall be constructed in accordance with the restrictions, easements, conditions and reservations affecting any such lake and the Crescent Property; and (vi) the Crescent Property being, or continuing to be, "lakefront" or abutting or being contiguous to any lake. Acquiring Party further acknowledges that the right to use or access the water of any lake on or near the Crescent 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 Acquiring Party hereby agrees that neither Crescent nor the Qualified Intermediary shall have any liability with respect thereto.

16. 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 Crescent 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.** Acquiring Party hereby warrants and represents that neither Crescent 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 Crescent other than as specifically set forth in this Contract.

(h) **Assignment.** This Contract may not be assigned by Acquiring Party without the written consent of Crescent. This Contract may be assigned by Crescent without the consent of Acquiring Party, and Acquiring Party 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 Crescent to complete the transfer of the Crescent Property to Acquiring Party. If, however, any governmental or regulatory approval is required for the legal transfer of the Crescent Property to Acquiring Party, Crescent may at its option either: (i) terminate this Contract, in which case Acquiring Party 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 Crescent elects to pursue such approvals but is either unable to obtain them or later elects to discontinue the pursuit of such approvals, then Crescent may terminate this Contract and Acquiring Party 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 PAGES]

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

DATE OF OFFER:

9/1/03

ACQUIRING PARTY:

Robert C. Stamper Jr

Robert C. Stamper, Jr.

DATE OF ACCEPTANCE:

9/11/03

CRESCENT:

CRESCENT RESOURCES, LLC,
a Georgia limited liability company

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

5367B

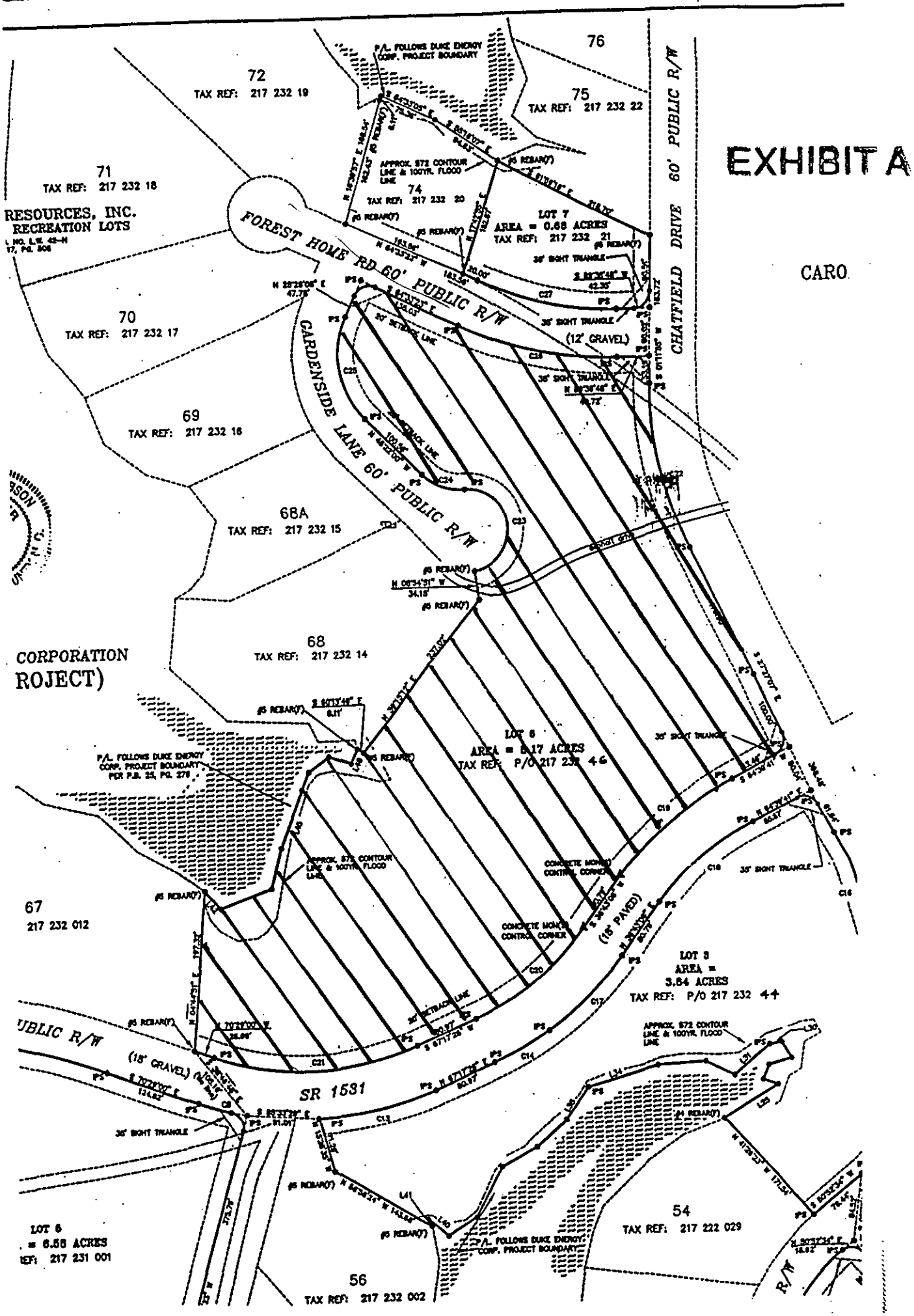

EXHIBIT A
CARO
76
72
TAX REF: 217 232 19
75
TAX REF: 217 232 22
71
TAX REF: 217 232 18
74
TAX REF: 217 232 20
RESOURCES, INC.
RECREATION LOTS
FOREST HOME RD 60' PUBLIC R/W
CHATFIELD DRIVE 60' PUBLIC R/W
LOT 7
AREA = 0.68 ACRES
TAX REF: 217 232 21
70
TAX REF: 217 232 17
(12' GRAVEL)
GARDENSIDE LANE 60' PUBLIC R/W
69
TAX REF: 217 232 16
68A
TAX REF: 217 232 15
68
TAX REF: 217 232 14
CORPORATION
ROJECT)
LOT 6
AREA = 5.17 ACRES
TAX REF: P/O 217 232 46
P/L FOLLOWS DUKE ENERGY CORP. PROJECT BOUNDARY PER P.B. 25, PG. 278
67
217 232 012
(18' PAVED)
LOT 3
AREA =
3.64 ACRES
TAX REF: P/O 217 232 44
SR 1531
(18' GRAVEL)
LOT 5
= 6.55 ACRES
EF: 217 231 001
54
TAX REF: 217 222 029
56
TAX REF: 217 232 002
P/L FOLLOWS DUKE ENERGY CORP. PROJECT BOUNDARY
APPROX. 572 CONTOUR LINE & 100YR. FLOOD LINE
35' SIGHT TRIANGLE
30' SETBACK LINE
(5 REBAR(T))
CONCRETE MON(S) CONTROL CORNER

EXHIBIT B

SPECIAL STIPULATIONS

To Contract For Exchange of Property and Assignment Agreement Between Crescent Resources LLC ("Crescent"), and Robert C. Stamper, Jr. ("Acquiring Party").

CONTIGUOUS LANDOWNER EXEMPTION

Acquiring Party hereby acknowledges that Crescent has structured this transaction so as to comply with the Contiguous Landowner Exemption to the registration requirements prescribed by the Interstate Land Sales Full Disclosure Act (15 U.S.C. 1701 et seq.). Acquiring Party hereby agrees to cooperate with Crescent in complying with the requirements of the exemption by making the following warranties and representations and by providing Crescent with evidence satisfactory to support such warranties and representations.

Acquiring Party represents and warrants that it is the owner of property located at Lot 70, Section 42, Lake Wylie Recreation Lots (16500 Forest Home Rd.), which is contiguous to the Crescent Property and that Acquiring Party's property has a residential, commercial or industrial building built upon it.

If requested by Crescent, Acquiring Party agrees to provide Crescent prior to or at Closing with a copy of its Deed to the property adjacent to the Crescent Property along with a picture, survey, or other evidence that there is a residential, commercial, or industrial building built upon such adjacent property. If Acquiring Party fails to provide Crescent with such evidence or if the evidence provided by the Acquiring Party fails to establish that the Contiguous Landowner Exemption is available, then Crescent, in its sole discretion, may terminate this Contract, whereupon the Binder shall be returned to Acquiring Party.

ACQUIRING PARTY:

Robert C. Stamper Jr
Robert C. Stamper, Jr.

DATE: 9/1/03

CRESCENT:

CRESCENT RESOURCES, LLC,
a Georgia limited liability company

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

DATE: 9/12/03

CLTLIB:514651.1

Rev: 8/7/03

EXHIBIT C

GENERAL DEED RESTRICTIONS

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. The single-family residence restrictions set forth above shall not prohibit the construction of pools, tennis courts, or other recreational facilities or amenities such as are commonly constructed and maintained for the benefit of lot owners within planned unit developments; provided that such recreational facilities or amenities shall be solely for the common use of the owners of lots subdivided from the Property and, provided further, that no such recreational facilities may be located within any Buffer Area (defined below).

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; and

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

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 1,700 square feet of Heated Living Area (defined below);

b. One and a half story dwellings shall not contain less than 1,900 square feet of Heated Living Area;

c. Two (or more) story dwellings shall not be less than 2,100 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 in 12 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, stucco, 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 the height of the residential home. 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. Further, no outbuildings shall be located wholly or partially within any Buffer Area (as defined below).

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. Further, no such structure shall be located wholly or partially within any Buffer Area (as defined below).

c. To the extent permitted at the time of construction and installation by Duke Energy Corporation (or its successor, with respect to ownership and/or management authority over the Lake, if applicable) (hereinafter, "**Duke Energy**") and all applicable governmental authorities, waterfront structures, including fixed piers, boat slips or floats, covered docks, boat ramps, decking and sitting areas attached to piers, walkways and other similar structures. Grantee acknowledges by acceptance of this deed that policies, laws and regulations regarding its ability to construct or install such structures may change from time to time before or after Grantee's acquisition of the Property and Grantor makes no representation or warranty as to Grantee's ability to construct or install such structures either now or in the future. Such structures may be located wholly or partially within the Buffer Area provided no more than a total of two hundred (200) square feet of such structures shall be located within the Buffer 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 (30th) 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 without compliance with the following requirements:

c. The surveying and flagging of the Buffer Area (defined below) and any portion of the Buffer Area that may be disturbed as a result of any activities permitted hereunder;

i. The flagging of all trees in the Buffer Area that equal or exceed six (6) inches in diameter, as measured four and one-half feet (4.5') from the base of each tree. The trees, Buffer Area (defined below) and disturbed areas referenced in **Sections 7 (a) and (b)** shall be clearly and distinctly flagged, staked, or otherwise designated in order to prevent the unintentional violation of these restrictions by parties performing work upon the Property; and

ii. 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. **Buffer Area Restrictions.** As used herein, the term **"Buffer Area"** shall mean any portion of the Property that is located within fifty feet (50') of any common boundary (the **"Contour Line"**) of the Property and Lake Wylie (the **"Lake"**). No portion of the Buffer Area may be disturbed in any way, including any disturbance or removal of topsoil, trees and other natural growth. The Contour Line of the Lake shall not change as a result of erosion or stabilization measures occurring following the conveyance of this Property to Grantee. Notwithstanding the second sentence in this **Section 8**, the following activities are permitted within the Buffer Area:

a. Trees which are less than six (6) inches in diameter, as measured four and one-half feet (4.5') from the base of each tree may be removed. Any tree removal shall be performed using hand held gas or electric chain saws and/or manual handsaws. No other mechanical equipment or vehicles may be used in removing any trees. Additionally, trees having a greater diameter than that set forth above that have become diseased or damaged through natural processes may be removed in the same manner.

b. An access corridor may be created within the Buffer Area for the purpose of providing lake access to install shoreline stabilization or to install and use water access structures (such as docks or boat ramps) that have been approved in advance by Duke Energy and otherwise comply with **Section 6(c)** above. The access corridor may not exceed fifteen (15) feet in width. Trees with diameters equaling or exceeding six (6) inches, as measured four and one-half feet (4.5') from base, may be removed within the access corridor and grading or ground disturbance (which otherwise complies with the restrictions set forth herein) may be performed if reasonably necessary to provide access to the Lake for the purposes described above in this **Section 8(b)**.

c. Underbrush (defined as nuisance shrubs, vines and similar plant growth beneath the tree canopy, and generally growing less than six feet (6') in height) may be removed.

d. Pruning and trimming of trees is permitted, provided that pruning is limited to tree branches beginning with the lowest to the ground and extending up the tree trunk no more than one-half of the total height of the tree. Trimming may also be performed on any limbs or branches that are diseased or naturally damaged.

e. The use of rip-rap, bulkheading or other shoreline stabilization methods or materials may be initiated with the prior written approval by Duke Energy and any shoreline stabilization shall be performed in compliance with Duke Energy's Shoreline Management Guidelines which are in effect at the time such stabilization occurs. Generally, Duke Energy allows structural stabilization to extend only to a height five feet above the Contour Line of the Lake. If Duke Energy authorizes Grantee to perform certain shoreline stabilization, then at all points where shoreline stabilization occurs, the inner boundary line of the Buffer Area (i.e. the boundary line opposite the Contour Line of the Lake) shall be adjusted inward (i.e. away from the Contour Line of the Lake) by the same distance that the stabilization structures or improvements extend from the Contour Line of the Lake into the Property, provided however, that in no event shall the width of the undisturbed Buffer Area be reduced to less than fifty (50) feet between any portion of the interior edge of the stabilization structures or improvements and any residence or other structure or improvement located on the Property (other than docks, boat ramps, or other water access structures which have been approved in writing by Duke Energy).

9. **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.

10 **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.

11. **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 the 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.

12. **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 12, the term "successors or assigns" shall be limited to Grantor's successors or assigns by merger or consolidation or by written assignment.

13. **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.

14. **Minimum Lot Size.** The Property may not be subdivided in a manner that will result in any lot or parcel being created which is less than 30,000 square feet.

15. **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.

16. **Maximum Number of Lots.** The property conveyed hereby shall not be subdivided into more than 8 (eight) lots; provided, however, that no more than 2 (two) such lots may contain any property located adjacent to the project boundary of Lake Wylie (the "**Contour Line**"), each of which shall be subject to the easements and restrictions set forth herein. This restriction shall not prevent portions of the Property from being conveyed to adjacent lot owners for the purpose of expanding their respective lots, provided that not more than 8 (eight) lots are created, either directly, or indirectly, out of the property conveyed hereby.

CRESCENT

By:_____
(Initial)

ACQUIRING PARTY / BUYER

By:_____
(Initial)

FEE: $200.00
DATE: 9/22/03
Check # 3010 SKA

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

[ ] 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

Consultation

FILE #: 5382B

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: # 217-232-46

STREET ADDRESS: TULLOCH RD / CHATFIELD DR

SUBDIVISION OR MOBILE HOME PARK NAME: OFF RED FEZ CLUB RD (LAKE WYLIE)

LOT NUMBER: #6 8.17 ACRES

TYPE OF BUILDING (CHECK ONE):

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

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE:

NUMBER OF BEDROOMS:

NUMBER OF OCCUPANTS:

CLOSING DATE 2/28/03 (From Crescent Resources)

FOUNDATION FOR RESIDENCE:

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

Corr. & Consultation mailed 10-8-03
Robert Stamper Owner

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)
__ SHARED WELL (S)
__ MUNICIPAL (M)
__ OTHER 'SPRINGS' (O)
__ PRIVATE WELL (P)

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

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

PROPERTY OWNER:

NAME: STAMPER (LAST) ROBERT (FIRST) C (MI)

ADDRESS: 13000-F YORK RD # 303

CITY: CHARLOTTE STATE: NC ZIP: 28278

DAYTIME PHONE: (704 618 - 3200 / 704-588-8557

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: (LAST) (FIRST) (MI)

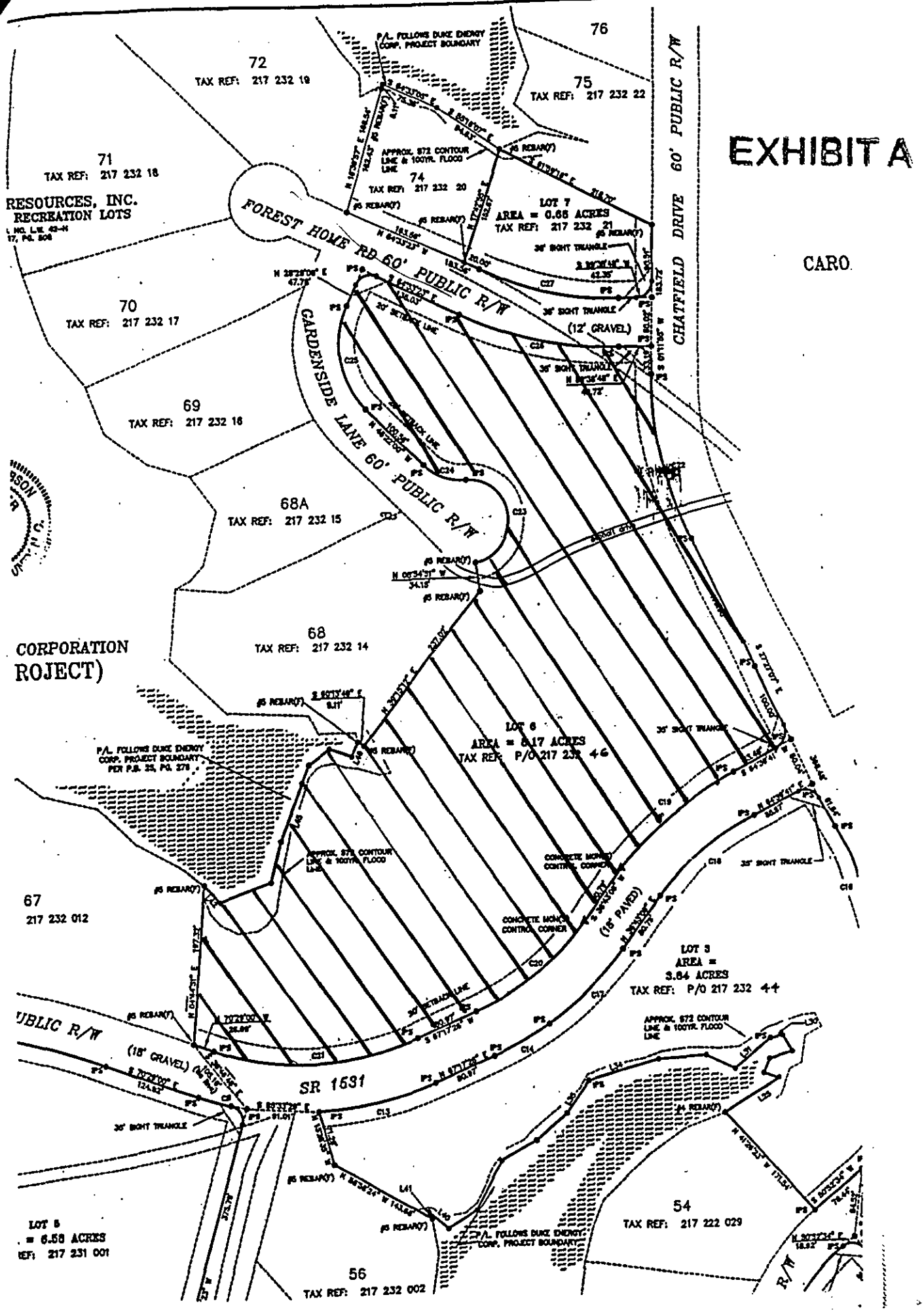
DAYTIME PHONE: ( ) - DUKE POWER (CURRENT OWNER)

WHAT DATE WAS THE PROPERTY ORIGINALLY DEEDED AND RECORDED? _____

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: Robert C. Stamper Jr DATE: 9/22/03

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


EXHIBIT A
CARO
76
72
TAX REF: 217 232 19
75
TAX REF: 217 232 22
71
TAX REF: 217 232 18
74
TAX REF: 217 232 20
70
TAX REF: 217 232 17
69
TAX REF: 217 232 16
68A
TAX REF: 217 232 15
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67
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56
TAX REF: 217 232 002
54
TAX REF: 217 222 029
RESOURCES, INC.
RECREATION LOTS
FOREST HOME RD 60' PUBLIC R/W
GARDENSIDE LANE 60' PUBLIC R/W
CHATFIELD DRIVE 60' PUBLIC R/W
(12' GRAVEL)
SR 1631
(18' GRAVEL)
(18' PAVED)
P/L FOLLOWS DUKE ENERGY CORP. PROJECT BOUNDARY
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LOT 3
AREA =
3.84 ACRES
TAX REF: P/O 217 232 44
LOT 5
= 6.58 ACRES
EF: 217 231 001
30' SIGHT TRIANGLE
35' SIGHT TRIANGLE
CONCRETE MONUM CONTROL CORNER
(5 REBAR(?)
IPS
PS