



DEPARTMENT OF THE ARMY

SAVANNAH DISTRICT, CORPS OF ENGINEERS
NC AREA REAL ESTATE OFFICE
P.O. BOX 350
MONCURE, NORTH CAROLINA 27559-0350

REPLY TO
ATTENTION OF:
Real Estate Division

November 8, 2005

SUBJECT: Proposed License No. DACW21-3-06-3902 to Jordan Lake LLC for Temporary Access Road, Underground Waterline and Above Ground Power Line, Across Tract No. 868-2, B. Everett Jordan Dam and Lake, North Carolina

Jordan Lake LLC
Attn: Mr. Samuel Alan Gaines
7720 Benthill Court
Wake Forest, North Carolina 27587

Dear Mr. Gaines;

The Corps has reviewed the plans submitted for review and has approved your request for access to Big Woods Road (NCSR #1716) across government fee-owned lands. I have enclosed four copies of the subject license for your review and signature. The license grants Jordan Lake LLC the authority to construct a temporary access road and associated utilities on B. Everett Jordan lands.

If you are in agreement with the terms and conditions of the proposed license, please have the appropriate official for Jordan Lake LLC sign all copies, execute the Corporate Certificate and return all copies to this office. Please also include a check in the amount of \$ 2,175.00 made payable to the **Finance and Accounting Officer, Wilmington District**. This payment includes \$1,375.00 for the administrative fees associated with the preparation and processing of this instrument and \$800.00 for the market rental consideration for the term of the license.

Upon execution on behalf of the United States, a fully executed copy will be furnished you for your records. Should you have any questions regarding this action, you may contact me at (919) 542-6379.

Sincerely,

Curtis T. Pope
Realty Specialist
NC Management Team


Enclosures

Copy furnished:

Daniel Brown
Operations Manager, Jordan Lake Project
P. O. Box 144
Moncure, North Carolina 27559-0144

Damon Webb
Assistant District Engineer
NC Department of Transportation
District 1, Division 8
P.O. Box 1164
Asheboro, NC 27204

Mr. Mike Zaccardo, PE
CE Group
1051 Pemberton Hill Road, Suite 201
Apex, North Carolina 27502





**DEPARTMENT OF THE ARMY
WILMINGTON DISTRICT, CORPS OF ENGINEERS**

**B. EVERETT JORDAN DAM AND LAKE
POST OFFICE BOX 144
MONCURE, NORTH CAROLINA 27559**

IN REPLY REFER TO

**LETTER OF CONSENT AGREEMENT FOR IMPROVEMENTS
WITHIN NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
ROAD RIGHT-OF-WAY EASEMENT NO. DACW21-2-84-1716 (NCSR #1716)
B. EVERETT JORDAN DAM AND LAKE PROJECT
CHATHAM COUNTY, NORTH CAROLINA**

The Legacy at Jordan Lake, LLC, whose address is 39 Wood Duck Court, Chapel Hill, North Carolina 27517, has requested permission to construct roadway improvements within the above referenced road right-of-way easement. The improvements consist of road widening with a turn lane, two paved access entrances and associated storm drainage culverts, hereinafter referred to as "the facilities".

The Legacy at Jordan Lake, LLC has previously obtained authorization from the North Carolina Department of transportation for the requested facilities.

In accordance with the provisions of Easement No. DACW21-2-84-1716, The Legacy at Jordan Lake, LLC and the North Carolina Department of Transportation (NCDOT) have coordinated with the US Army Corps of Engineers, Wilmington District, hereinafter referred to as "the Corps", for the approval of the subject construction. The Corps hereby grants approval to The Legacy at Jordan Lake, LLC, its agents, contractors and assigns, hereinafter referred to as "the Grantee", for the above referenced improvements subject to the following conditions:

1. All work to construct the facilities on Federal property shall occur within the authorized areas as depicted on plans and specifications submitted by the Grantee, attached hereto as Exhibit "A" and "B", and hereinafter referred to as "the premises". The Grantee shall notify the Corps prior to beginning installation of the facilities and when the construction is complete.
2. The Grantee will establish a deed restriction along Parkers Creek to insure that the area is maintained in perpetuity in its natural condition. Document format and provisions must be submitted to the Jordan Lake Operations Manager for review and approval prior to being finalized. Failure to comply with this condition will result in revocation of this permit.
3. The Grantee must submit a separate written request to and receive written approval from the US Army Corps of Engineers for any additional temporary or permanent use of Government property at B. Everett Jordan Lake outside of the premises.
4. The Grantee will compensate the North Carolina Division of Parks and Recreation for removal of forest vegetation and timber from a recreation access roadway; including loss of timber value, loss of wildlife habitat, negative visual impact for visiting public, and loss of shade and recreation appeal.

5. Neither signs (with the exception of approved NCDOT road markers) nor entrance decoration will be located on Government property.
6. The Grantee is responsible for carrying out all measures necessary to avoid, contain, and/or cleanup spills of petroleum, oils, lubricants, solvents, hazardous or toxic materials that may occur as a result of their activities on Government property.
7. That the maintenance of any powered, mechanical, or other equipment, which may result in a spill of a petroleum, oil, lubricant, fuel, solvent or any other hazardous or toxic material is not allowed on the easement premises.
8. The Grantee is responsible for proper removal of all waste generated by activities on Government property. Waste will not be stored on Government property.
9. The Grantee is responsible for the proper marking of any safety hazards associated with activities on property of the United States, and assumes all liability for accidents or injuries that may result from those activities.
10. Maintenance of vegetation within the access corridor on Federal property will be accomplished by mechanical means or by hand. The use of pesticides or herbicides must be approved in writing by the Jordan Lake Operations Manager prior to use.
11. Any boundary line markings, markers or signage located on property of the United States that are disturbed by the activities of the Grantee, shall be carefully re-established by the Grantee to the satisfaction of the US Army Corps of Engineers Jordan Lake Operations Manager. Any boundary line monuments or corner markers of property of the United States disturbed by the activities of the Grantee, shall be re-established or relocated by a professional land surveyor at the expense of the Grantee and a copy of a certified metes and bounds survey plat and CADD file will be provided to the Corps.
12. The grantee shall not remove, or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify the Jordan Lake Operations Manager, and the site and the material shall be protected by the grantee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the Jordan Lake Operations Manager.
13. The Grantee understands that this approval is subject to all existing and subsequently granted easements within the authorized areas.

14. If at any point this access is abandoned, portions on Government property will be restored to the satisfaction of the Jordan Lake Operations Manager.
15. The Grantee will immediately suspend their activities on Federal property if requested by the Jordan Lake Operations Manager or his designee.
16. The Grantee is responsible for obtaining required approvals from the North Carolina Department of Transportation .

**THE TERMS AND CONDITIONS OF THIS LETTER OF CONSENT
AGREEMENT ARE HEREBY ACKNOWLEDGED BY THE
FOLLOWING:**

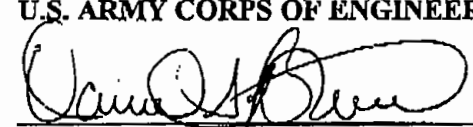
THE LEGACY AT JORDAN LAKE, LLC


NAME


TITLE


DATE

U.S. ARMY CORPS OF ENGINEERS, WILMINGTON DISTRICT


DANIEL S. BROWN

OPERATIONS MANAGER

B. EVERETT JORDAN DAM AND LAKE PROJECT


DATE

DISTRIBUTION: DATE _____; CESAW-OP-J ____; CESAS-RE-N ____; CESAS-RE-RM ____; JORDAN LAKE LLC. ____

LICENSE NO. DACW21-3-06-3902
DEPARTMENT OF THE ARMY
B. EVERETT JORDAN DAM AND LAKE
US ARMY CORPS OF ENGINEERS, WILMINGTON DISTRICT
CHATHAM COUNTY, NORTH CAROLINA

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under his general administrative authority, hereby grants to **JORDAN LAKE LLC**, hereinafter referred to as the Grantee, a license for temporary construction right-of-way associated with a temporary access road, an underground two inch waterline and an overhead power line within the right-of-way of Big Woods Road, NCSR #1716, located upon lands of the United States, as identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This license is granted for a term of Five Years, beginning 10 November 2005, and ending 9 November 2010, but revocable at will by the Secretary.

2. CONSIDERATION

a. The Grantee shall pay rental *in advance* to the United States in the amount of Eight Hundred Dollars (\$800.00) for the market rental value determined for the five year term.

b. The Grantee shall pay *in advance* a one-time fee of One Thousand Three Hundred and Seventy Five Dollars (\$1,375.00) for administrative cost incurred by the United States in the processing of this instrument.

c. Payment shall be made to the order of the Finance and Accounting Officer, Wilmington District, and delivered to the U.S. Army Engineer District, Savannah, North Carolina Area Real Estate Office, P. O. Box 350, Moncure, North Carolina 27559-0350. The license number should be indicated on the check.

3. NOTICES

All correspondence and any notices to be given pursuant to this license shall be addressed, if to the Grantee, to Jordan Lake LLC., 7720 Benthill Court, Wake Forest, North Carolina 27587

LICENSE NO. DACW21-3-06-3902
B. EVERETT JORDAN DAM AND LAKE

and if to the United States, to Commander, U.S. Army Engineer District, Savannah, Attn: RE, 100 W. Oglethorpe Avenue (31401-3640), Post Office 889, Savannah, Georgia 31402-0889, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, Wilmington District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations wherein the premises are located and is responsible for obtaining any and all required environmental permits.

7. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises.
- c. subject to other outgrants of the United States on the premises.
- d. personal to the Grantee, and this license, or any interest therein, may not be transferred or assigned.

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B. EVERETT JORDAN DAM AND LAKE

8. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the United States.

9. COST OF UTILITIES

(CONDITION DELETED)

10. PROTECTION OF PROPERTY

The Grantee shall keep the premises in good order and in a clean, safe condition and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

12. RESTORATION

On or before the expiration of this license or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the Grantee shall vacate

LICENSE NO. DACW21-3-06-3902
B. EVERETT JORDAN DAM AND LAKE

the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

13. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the premises. The Grantee will comply with Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

14. TERMINATION

This license may be terminated by the Grantee at any time by giving the District Engineer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on CONSIDERATION.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

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B. EVERETT JORDAN DAM AND LAKE

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

16. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the premises are concerned; and the Grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. Sec 403), and Section 4040 of the Clean Waters Act (33 U.S.C. Sec 1344)

18. SPECIAL TERMS AND CONDITIONS:

a. The Grantee shall obtain all necessary local, state, and Federal permits prior to commencing activities on property of the United States. The Grantee shall notify the said officer prior to beginning work and when work is complete.

b. Prior to the termination or expiration of this License, the Grantee shall replant all licensed construction areas in accordance with a re-vegetation plan to be developed by the Grantee. The NCWRC and the U.S Army Corps of Engineers will review this plan for approval prior to implementation.

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c. The Grantee is responsible for carrying out all measures necessary to avoid, contain, and/or clean up spills of petroleum, oils, lubricants, solvents, hazardous or toxic materials that may occur on property of the United States during its construction and maintenance activities.

d. The Grantee shall be responsible for the security of all of their equipment while located on Federal property.

e. The Grantee is responsible for proper removal of all waste generated by its activities on property of the United States. No waste will be stored on property of the United States. The Grantee will remove all vegetative debris generated by their activity from the property of the United States and properly dispose of materials off site.

f. Any boundary line markings, markers or signage located on property of the United States that are disturbed by the activities of the Grantee, shall be carefully re-established by the Grantee to the satisfaction of the US Army Corps of Engineers Jordan Lake Operations Manager and the NCWRC. *Any boundary line monuments or corner markers* of property of the United States disturbed by the activities of the Grantee, shall be re-established or relocated by a professional land surveyor at the expense of the Grantee and a copy of a certified metes and bounds survey plat and CADD file will be provided to the US Army Corps of Engineers Jordan Lake Operations Manager.

g. The Grantee will compensate the North Carolina Division of Parks and Recreation for removal of forest vegetation and timber from a recreation access roadway; including loss of timber value, loss of wildlife habitat, negative visual impact for visiting public, and loss of shade and recreation appeal.

19. TERMINATION OF LICENSE FOR NON-COMPLIANCE

This license agreement may be terminated by the Secretary of the Army in the event the Grantee violates any of the terms and conditions of this license agreement and continues and persists therein after a period of thirty (30) days notice, in writing by the District Engineer or his duly authorized representative.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

LICENSE NO. DACW21-3-06-3902
B. EVERETT JORDAN DAM AND LAKE

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 16th day of November, 2005.



BRUCE A. BRINKMAN
Chief, Management Section
Contracting Officer

Witness:

Sigmon Harrison
Wito Campbell

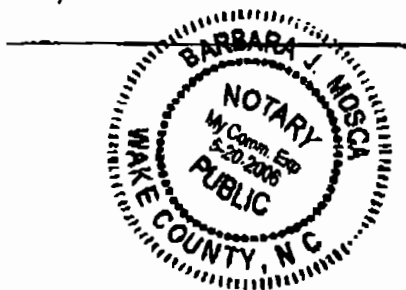
THIS LICENSE is also executed by the Grantee this 10th day of November, 2005.

THE LEGACY AT JORDAN LAKE, LLC



Notary Public
Witness:

Barbara Mosca



I, Barbara J. Mosca, Notary Public for Wake County and North Carolina, do hereby certify that Alan Gaines, Development Manager for The Legacy at Jordan Lake, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

7

Barbara J. Mosca

(WED) 11.16.05 11:54/ST. 11:49/NO. 4862381958 P 12

FROM B EVERETTE JORDAN DAM

(THU) 11.17.05 9:36/ST. 9:35/NO. 4862381963 P 2

FROM B EVERETTE JORDAN DAM

**U.S. ARMY CORPS OF ENGINEERS
SAVANNAH DISTRICT
REAL ESTATE DIVISION**

NORTH CAROLINA AREA REAL ESTATE OFFICE



MANAGEMENT & DISPOSAL SECTION

**2080 Jordan Dam Access Road
P.O. Box 350
Moncure, North Carolina 27559-0350
FAX NO. (919) 542-5299
OFFICE NO. (919) 542-6379**



TO: Mike Zaccardo, PE

OFFICE:

OFFICE NUMBER: 367-8790

FAX NUMBER: 367-8791

FROM: CURTIS POPE

NUMBER OF PAGES INCLUDING THIS PAGE: 1

DATE: 11-17-05 TIME: 8:26

REMARKS: Good Morning Mike.

**Here is the signed copy of the license document that Bruce faxed to me yesterday.
The originals will be back next week. This however, does authorize Mr. Gaines to
proceed with construction today! If you have questions just call or email.**