

FOR REGISTRATION  
 J. David Granberry  
 REGISTER OF DEEDS  
 Mecklenburg County, NC  
 2012 JUL 19 03:14:19 PM  
 BK:27504 PG:632-682  
 FEE:\$170.00  
 INSTRUMENT # 2012098189

MILLSSES



STATE OF NORTH CAROLINA

SETTLEMENT AGREEMENT

MECKLENBURG COUNTY

THIS **SETTLEMENT AGREEMENT** is made and entered into this 17<sup>th</sup> day of July, 2012, among **CommunityOne Bank, N.A.** ("CommunityOne"), a banking corporation organized under the laws of the United States, **Communities at Davidson East, Inc.**, a North Carolina corporation, and **The Town of Davidson, North Carolina** (the "Town"), a municipal corporation of the State of North Carolina.

### BACKGROUND

CommunityOne is the owner of a parcel of land on the north side of N.C. Highway 73 in Mecklenburg County, North Carolina, designated as Mecklenburg County Tax Parcels 007-441-06, 007-441-04, 007-191-01, 007-182-11 and 007-182-05, and holds an option to purchase an 8.8-acre parcel designated as Tax Parcel 007-182-04 which is owned by Communities at Davidson East, Inc., all as shown on **Exhibit 1** attached. Such parcels are hereafter referred to in the aggregate as the Davidson East Property.

On December 12, 2006, the Town approved a Master Plan for the development of a portion of the Davidson East Property that was amended on June 12, 2007 to include additional property, a complete copy of which is attached as **Exhibit 2** and is hereafter referred to as the "Master Plan". The Master Plan was adopted pursuant to the Davidson Planning Ordinance that was in force at the time and reflects the underlying Planning Areas that were then in effect. The Planning Areas, or zoning districts, in effect for the Davidson East Property at the time the Master Plan was approved on June 12, 2007 were NC (Neighborhood Center), NG (Neighborhood General) and NE (Neighborhood Edge), as shown on page 9 to the Master Plan. Page 10 of the Master Plan entitled "Phasing Diagram" identifies seven (7) projected phases for the development of the Davidson East Property. Any reference to a "Phase" in this agreement shall mean one of the seven phases shown on page 10 of the Master Plan.

On September 13, 2011, the Town adopted an Ordinance (the "2011 Zoning"), changing a portion of the Planning Areas on the Davidson East Property to Flex Campus as shown on **Exhibit 3** attached. Text changes to the Davidson Planning Ordinance were also adopted on

Prepared by: Richard J. Kline  
 Mail to: P.O. Box 1508, Davidson NC 28036

September 13, 2011 to implement and define the 2011 Zoning designation and to make changes to the permitted uses and building types in the NC, NG, NE and EC zoning classifications.

The Town has determined that the Master Plan is a site specific development plan that reflects uses permitted under by right zoning which was granted a five (5) year vested right, which vested right was extended by Session Law 2009 – 406 and Session Law 2010 – 177 for an additional four (4) years and, therefore, the owner of the Davidson East Property has a statutory vested right pursuant to N.C.G.S. § 160A-385.1 until June 12, 2016 (the “Vested Period”) to develop the Davidson East Property pursuant to the Master Plan and pursuant to the Planning Areas and zoning regulations (the “Underlying Zoning”) that were in effect at the time of the adoption of the Master Plan.

CommunityOne filed a civil action in the Superior Court for Mecklenburg County, 11-CVS-20177 (the “Civil Action”) in which it, among other things, contests the validity of the 2011 Zoning.

### STATEMENT OF PURPOSE

To avoid confusion over the zoning and standards adopted by the Town on September 13, 2011 and vested rights under the Underlying Zoning applicable to the development of the Davidson East Property, the parties have entered into this Settlement Agreement, which will govern the development of the Davidson East Property. Any reference to CommunityOne shall mean CommunityOne, its successors or assigns.

### TERMS

For a valuable consideration, the existence and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises hereinafter provided, the parties hereby agree as follows:

1. The recitals contained on the Background Section of this Agreement are accurate and the Exhibits 1 through 3 attached are true and accurate copies.

2. Permissible Development. During the Vested Period, each Phase of the Davidson East Property may be developed for use either (a) as permitted under the Underlying Zoning and the Master Plan or (b) as permitted by the 2011 Zoning. Once development within a Phase is commenced under one of the above zoning options, the entire Phase must be developed in accordance with such zoning option. Development pursuant to the Underlying Zoning shall comply with the terms of the Master Plan, including any amendment thereto. Any development of the Davidson East Property consistent with the terms of this Agreement and which complies with the regulations in effect at the time such development commences: (i) shall not constitute a non-conforming use such that no improvement shall constitute a non-conforming structure; (ii) shall not constitute a non-conforming lot; and (iii) shall not be governed by or subject to the regulations regarding nonconformities as set forth in Section 21 of the Davidson Planning Ordinance. CommunityOne shall have the right to amend the Master Plan in accordance with the Underlying Zoning, but any amendment to the Master Plan during the Vested Period shall be

implemented pursuant to the procedures prescribed in the Davidson Planning Ordinance as amended as of the date of any application for amendment to the Master Plan.

3. Sale to Charlotte-Mecklenburg Hospital Authority. Both the Town and CommunityOne recognize that Charlotte-Mecklenburg Hospital Authority (“CMHA”) has expressed an interest in the purchase and development of approximately 21.5 acres on N.C. Highway 73 at the southeastern boundary of the Davidson East Property (a portion of Tax Parcels 007-441-04 and 007-441-06), which property is identified as Phase 4 of the Master Plan as shown on Page 10 thereof. It has been determined by the Town that the proposed use of this 21.5 acre parcel by CMHA for a mental health facility meets the Town’s land use objectives. Any sale to CMHA for the use herein described will not be considered an election by CommunityOne that it has abandoned the Master Plan and, therefore, has elected to develop the remainder of the Davidson East Property pursuant to the 2011 Zoning. Despite any such sale to or use by CMHA, CommunityOne shall retain the right to develop the remainder of the Davidson East Property pursuant to this Agreement. Specifically, CommunityOne shall have the right to develop the remainder of the Davidson East Property as prescribed in **Exhibit 4** attached hereto and incorporated herein by reference. Should CMHA elect not to purchase the 21.5 acre parcel, such parcel shall remain part of the Davidson East Property and shall be subject to the terms of this Agreement. Upon the sale of the 21.5 acre parcel to CMHA, such parcel shall not be subject to this Agreement or to the Master Plan.

4. Permanent Vesting. Due to the uncertainty of future development under the Master Plan, the parties have not attempted to define minimum requirements for common law permanent vesting. The parties have agreed that the sale of the 21.5 acre parcel to CMHA (Phase 4 under the Master Plan) does not involve any infrastructure or other improvements by CommunityOne, and that any development of such property by CMHA shall not have any impact on permanent vesting for any of the remaining phases as shown on the Master Plan.

5. Restrictions on Further Zone Changes. No subsequent change in zoning on the Davidson East Property shall impact CommunityOne’s right to develop such property under the terms of this Agreement.

6. Amendment. The terms of this Agreement may be amended by the mutual consent of the parties hereto or their successors in interest.

7. Recordation/Binding Effect. Within fourteen (14) days after the execution by all parties, the Town shall record this Agreement in the Mecklenburg County Public Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto. Within two (2) days following such recordation, CommunityOne shall dismiss the Civil Action with prejudice.

8. Default.

(a) The failure of CommunityOne or the Town to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as allowed under applicable law against the defaulting party. In addition to any other rights or remedies, any party may institute legal action against a defaulting party to cure, correct or remedy any default or breach, to specifically enforce any covenants or

agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement, or to obtain any remedies consistent with the purposes of the Agreement. Legal actions shall be instituted in the Superior Court of the County of Mecklenburg, State of North Carolina, and the parties hereto submit to the personal jurisdiction of such court without application of any conflicts of laws provisions of any jurisdiction.

(b) In the event CommunityOne fails to perform any of its covenants, commitments and obligations hereunder after notice and an opportunity to cure, the Town may, until such default is cured, withhold the issuance of any further building permits for homes or other buildings within Davidson East Property or withhold the issuance of certificates of occupancy for any homes within Davidson East Property that have not been purchased or have not been placed under contract for sale.

9. Notices. Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5<sup>th</sup>) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. Parties shall make reasonable inquiry to determine whether the name of a person listed in this Agreement should be substituted with the name of the listed person's successor. All notices, demands, requests, consents, approvals or communications shall be addressed as follows:

As to the Town:

Mr. Leamon Brice  
Davidson Town Manager  
P.O. Box 579  
Davison, NC 28036  
704-892-3971 (fax)  
[lbrice@ci.davidson.nc.us](mailto:lbrice@ci.davidson.nc.us)

with copies to:

Mr. Richard J. Kline  
Davidson Town Attorney  
P.O. Box 1508  
Davidson, NC 28036  
704-892-8683 (fax)  
[rjkline@bellsouth.net](mailto:rjkline@bellsouth.net)

As to CommunityOne:

Mr. Paul Shipley

CommunityOne Bank, N.A.  
1017 Morehead Street, Suite 300  
Charlotte, NC 28204-2869  
980-819-6296 (fax)  
[paul.shipley@myyesbank.com](mailto:paul.shipley@myyesbank.com)

with copies to:

Mr. Roy H. Michaux, Jr.  
K&L Gates, LLP  
214 N. Tryon Street, 47<sup>th</sup> Floor  
Charlotte, NC 28202  
704-353-3162 (fax)  
[roy.michaux@klgates.com](mailto:roy.michaux@klgates.com)

In the event of a transfer of any portion of the Davidson East Property, the name of CommunityOne's successor to such portion shall be provided to the Town together with the contact information for any person to receive notices required under this Agreement.

10. Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between CommunityOne and the Town relative to the Davidson East Property, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein or as expressed in the development conditions applicable to these parcels of land. Upon the execution and recordation of this Agreement, the Civil Action will be dismissed with prejudice.

11. Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

12. Assignment. After notice to the Town, CommunityOne may assign its respective rights and responsibilities hereunder to subsequent land owners of all or any portion of the Davidson East Property, provided that no assignment as to a portion of the Davidson East Property will relieve the assigning party of responsibility with respect to the remaining portion of the Davidson East Property owned by the assigning party without the written consent of the Town. Subject to the provisions of N.C.G.S. § 39-23, in the event that CommunityOne sells all or a portion of the Davidson East Property and assigns its respective rights and responsibilities to a subsequent land owner, then such selling party shall be relieved of all of its covenants, commitments and obligations hereunder as they relate to the parcel that is sold.

13. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

14. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and each counterpart shall constitute one and the same instrument.

15. Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

16. Agreements to Run with the Land. This Agreement shall be recorded in the Mecklenburg County Registry. The Agreements contained herein shall be deemed to be a lien upon, binding upon and run with the land and shall be binding upon and be the personal obligation of all successors in the ownership of the Davidson East Property or any portion thereof.

17. Severability. If any term or provision herein shall be judicially determined to be void or of no effect, such determination shall not affect the validity of the remaining terms and provisions.

18. Authority. Each party represents that it has undertaken all actions necessary for corporate or public approval of this Agreement, and that the person signing this Agreement has the authority to bind the company or the Town.

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

CommunityOne Bank, N.A.

By: Paul Shipley

Title: CEO Money

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Patricia S. Deal, a Notary Public of the County and State aforesaid, certify that Paul D. Shipley personally came before me this day and acknowledged that he/she is OREO manager of CommunityOne Bank, N.A., and being authorized to do so, he/she executed the foregoing instrument on behalf of the corporation.

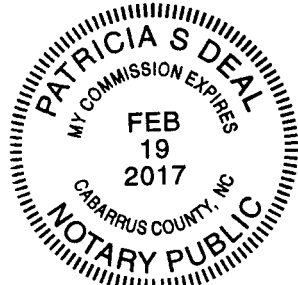
Witness my hand and official seal this the 17<sup>th</sup> day of July, 2018.

Patricia S. Deal

2-19-2017

Notary Public

My Commission Exp. 2-19-2017



[Notary Seal]

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

Communities at Davidson East, Inc.

By: Everett F. Jacobus Jr

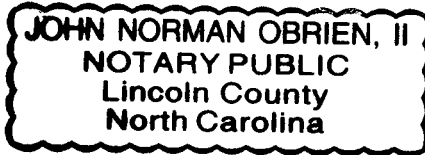
Title: President

STATE OF NORTH CAROLINA  
COUNTY OF ~~MECKLENBURG~~ Lincoln

I, ~~John Norman O'Brien~~ Everett F. Jacobus Jr Notary Public of the County and State aforesaid, certify that he/she is president of Communities at Davidson East, Inc., and being authorized to do so, he/she executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal this the 17 day of July, 2012.

John Norman O'Brien



Notary Public  
My Commission Exp. 12-26-12

[Notary Seal]

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]



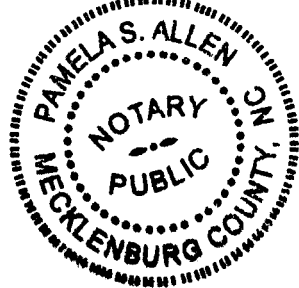
Town of Davidson

By: Leamon B. Brice  
Title: Manager

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

I, Pamela S. Allen, a Notary Public of the County and State aforesaid, certify that Leamon B. Brice personally came before me this day and acknowledged that he/she is Manager of the Town of Davidson, and being authorized to do so, he/she executed the foregoing instrument on behalf of the municipal corporation.

Witness my hand and official seal this the 18<sup>th</sup> day of July, 2012.



[Notary Seal]

Pamela S. Allen  
Notary Public  
My Commission Exp. May 23, 2013

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Apthia Jones  
Town of Davidson Finance Director

Approved as to form:

Rick J. Kline  
Town Attorney

PERCAD 800-631-6989

EXHIBIT

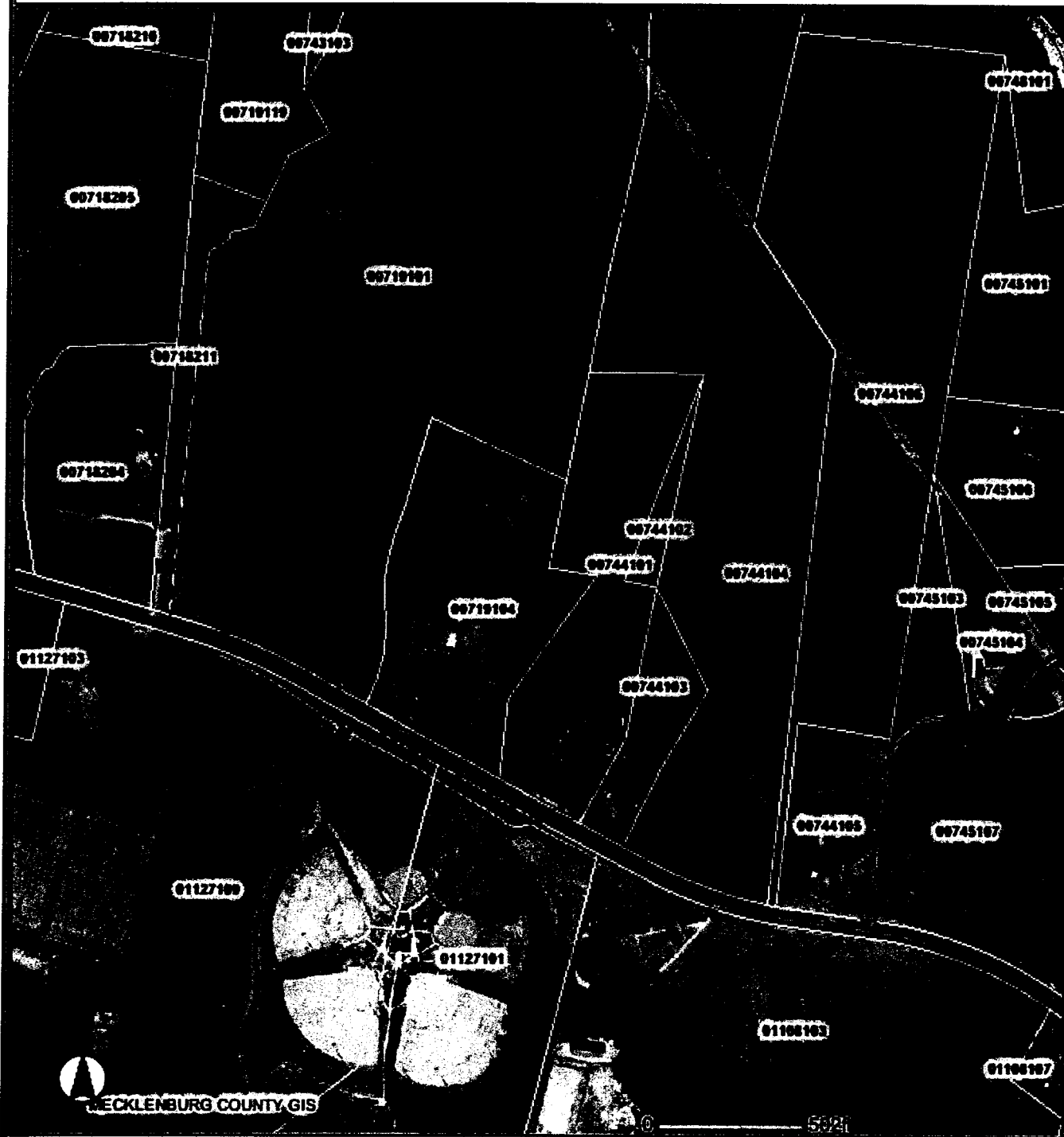
1

Mecklenburg County, North Carolina

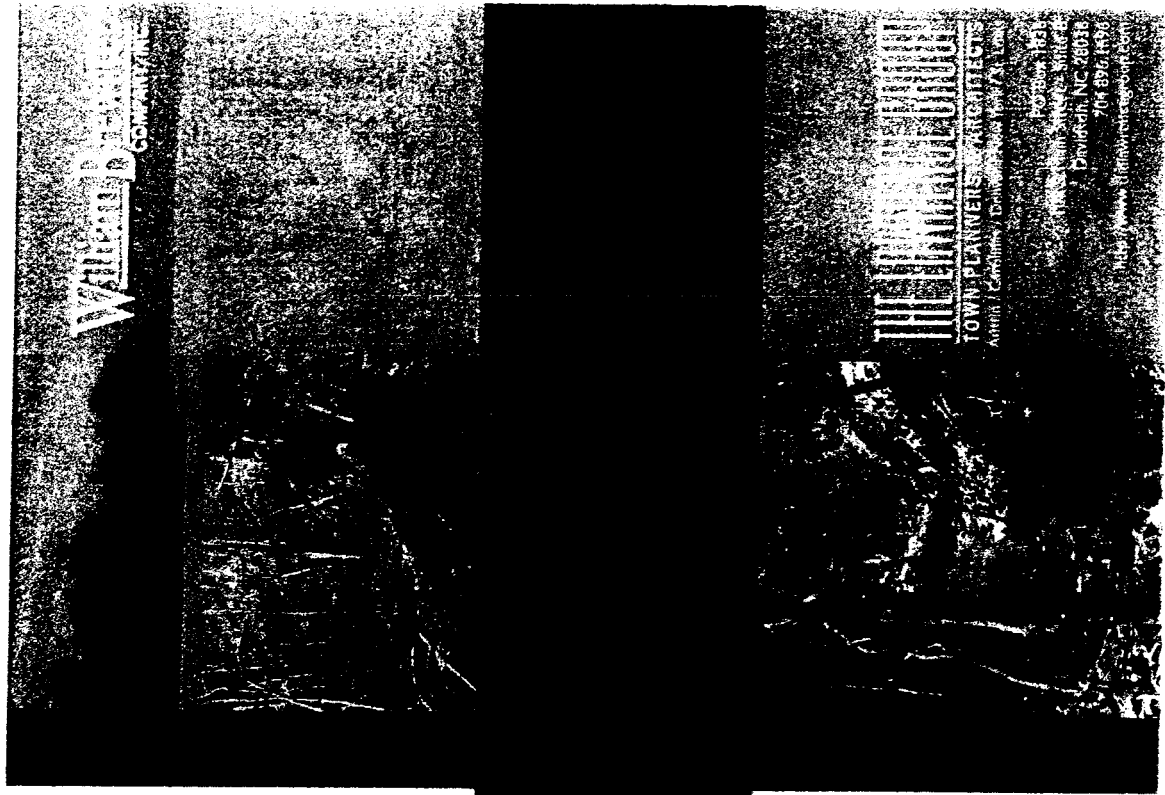
# POLARIS

Property Ownership Land Records Information System

Date Printed: Tue Feb 7 10:29:23 EST 2012



This map is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.



A NEIGHBORHOOD PLAN FOR  
**Davidson East**

PERIOD 800-831-0888  
 EXHIBIT  
 2

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 www.jfbryan.com

**William Brewster**  
 ARCHITECT  
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 Davidson, NC 28036  
 Phone: 704.886.5554  
 www.williambrewster.com

**A Neighborhood Plan for Davidson East**

November 2003  
 and 2004 Edition  
 Prepared by William Brewster  
 and John F. Bryan & Associates  
 for Davidson East  
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 Fax: 704.886.1801  
 www.jfbryan.com  
 Planning Director: William Brewster  
 Project Manager: John F. Bryan  
 Design: William Brewster  
 Photo: John F. Bryan & Associates  
 1000 S. Main Street, Suite B  
 Davidson, NC 28036  
 Phone: 704.886.1800

Page 1



**Existing Conditions**

**Site Data:**  
Total Site: +/- 178 Acres

**THE LANDMARK PARTNERS**

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Environmental Features



**THE LANDMARK GROUP**  
 1000 North Tryon Street, Suite 1000  
 Charlotte, NC 28206  
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**William Brewster**  
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**A Neighborhood Plan for DavidsonEast**

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 P.O. Box 1, Davidson, NC  
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 1000 North Tryon Street, Suite 1000  
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 704.375.1818  
<http://www.landmarkgroup.com>

1000 North Tryon Street, Suite 1000  
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<http://www.landmarkgroup.com>

Page 3

**Orientation and Coordinates**

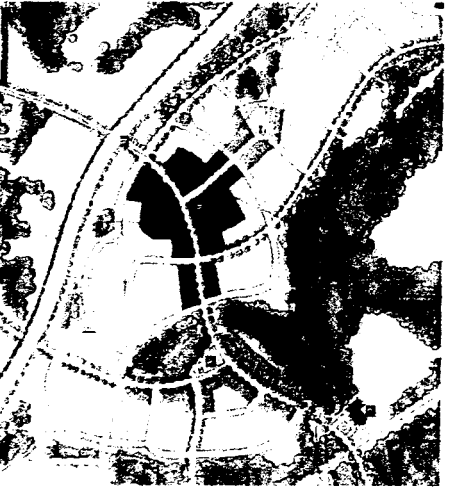
The Town of Davidson, through the adoption of the NC 73 Small Area Land Use and Economic Development Plan (NC 73 Small Area Plan), has determined that the area in Davidson's jurisdiction serves a unique role in the community. The high volume of regional traffic along this corridor makes it a prime location for employment-based development that will serve to reduce commuting trips for our citizens as well as provide for an expanded tax base. Neighborhoods in this area are encouraged to be compact, well-connected, and pedestrian-friendly to complement the planned employment centers along the corridor. In order to best implement the adopted plan, this planning area has been subdivided into districts that are specific to the adopted plan.

- District 1
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- District 6
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- District 10
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- District 98
- District 99
- District 100



**Regional Opportunities and Constraints**

The Town of Davidson, through the adoption of the NC 73 Small Area Land Use and Economic Development Plan (NC 73 Small Area Plan), has determined that the area in Davidson's jurisdiction serves a unique role in the community. The high volume of regional traffic along this corridor makes it a prime location for employment-based development that will serve to reduce commuting trips for our citizens as well as provide for an expanded tax base. Neighborhoods in this area are encouraged to be compact, well-connected, and pedestrian-friendly to complement the planned employment centers along the corridor. In order to best implement the adopted plan, this planning area has been subdivided into districts that are specific to the adopted plan.



**Proposed Neighborhood Centers**

**Consolidated Small Area Plan**



The Town of Davidson, through the adoption of the NC 73 Small Area Land Use and Economic Development Plan (NC 73 Small Area Plan), has determined that the area in Davidson's jurisdiction serves a unique role in the community. The high volume of regional traffic along this corridor makes it a prime location for employment-based development that will serve to reduce commuting trips for our citizens as well as provide for an expanded tax base. Neighborhoods in this area are encouraged to be compact, well-connected, and pedestrian-friendly to complement the planned employment centers along the corridor. In order to best implement the adopted plan, this planning area has been subdivided into districts that are specific to the adopted plan.

**Conformance to the Adopted Plan:** This Planning Area has been specifically coded to implement the NC 73 Small Area Plan. In this event, the following connections shall be followed in the design of new development:

1. **Thoroughfare Network:** The proposed thoroughfare network shall not request the pattern and network depicted in the plan. Variations on a site by site basis requested by the developer shall be permitted by the Planning Director provided the integrity of the network and proposed connections are maintained.

2. **Frontage Parkway:** The frontage parkway along NC 73 and Davidson-Concord Road may be aligned no closer than 75 feet to the adjacent right-of-way for NC 73 and/or Davidson-Concord Road as shown on the adopted Thoroughfare Plan. Where this parkway intersects a left-investment primary connection to NC 73 (e.g. Branch Church Road from Whitson Road) it shall be no closer than 300 feet in the NC and CBD street buildings may be placed between the frontage parkway and NC 73, however all such buildings shall be setback a minimum of 75 feet from NC 73 and Davidson-Concord Road. 75 feet from NC 73 and Davidson-Concord Road. NC 73 right-of-way shall remain undisturbed for future development opportunities to create a neighborhood-level amenity in accordance with the Small Area Plan.
3. **Green Infrastructure/Open Space:** The green infrastructure network defined by preserved open spaces, greenway trails, and streets shall closely resemble the pattern and network depicted in the adopted plan. Variations on a site by site basis requested by the developer shall be permitted by the Planning Director provided the general amount of land preserved and greenway trail connectors and connectors are maintained.
4. **Retailing Single-Family and Agriculture Uses:** Existing single-family houses and agricultural uses may continue and may be expanded without being subject to the requirements of this Planning Area. A maximum of one single-family house is permitted on any lot of record existing at the date of the adoption of this Planning Area. Further subdivision or more intense development that follows the requirements of this Planning Area and the Small Area Plan.

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<http://www.townofda.com>

**William Brewster**  
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 Davidson, NC 28036  
 704.963.0556  
<http://www.cbrbw.com>

**A Neighborhood Plan for DavidsonEast**

Project Number: 10072  
 Project Name: Center 1, 2, 3, 4  
 Date: 11/11/10  
 Prepared by: William Brewster  
 Project Number: 10072  
 Project Name: Center 1, 2, 3, 4  
 Date: 11/11/10  
 Prepared by: William Brewster

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