

12/31/2007

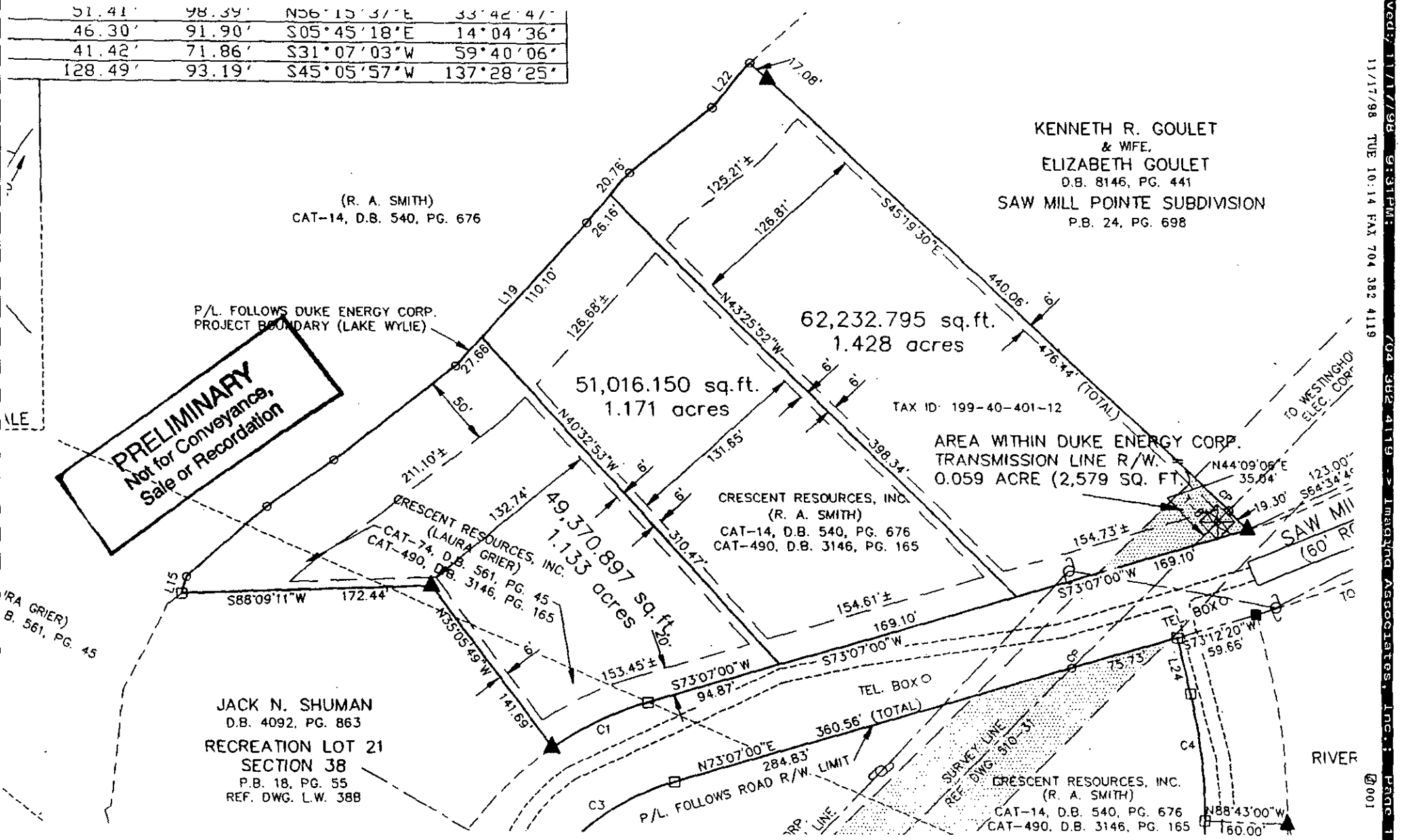
duponbj

Groundwater and Wastewater Services File Imaging Project

May 2007

Barcode Font = IDAutomationHC39M

51.41'	98.39'	N56°15'37"E	33°42'47"
46.30'	91.90'	S05°45'18"E	14°04'36"
41.42'	71.86'	S31°07'03"W	59°40'06"
128.49'	93.19'	S45°05'57"W	137°28'25"



Received: 11/17/98 9:31PM; 704 382 4119 -> Imagina Associates, Inc.; Page 1
11/17/98 TUE 10:14 FAX 704 382 4119
001

FEE: _____ **AUTHORIZATION FOR WASTEWATER SYSTEM CONSTRUCTION**
DATE: _____ **VOID SIXTY (60) MONTHS FROM DATE OF ISSUANCE**

DATE: _____ PERMIT NO: 2813B
PARCEL NO: 199 401 12 P0

JOB LOCATION ADDRESS: _____
PROPERTY OWNER: Crescent Resources Inc (Kenneth Goulet) (182)
BUILDING CONTRACTOR: _____
SUBDIVISION NAME: _____
AUTHORIZATION ISSUED BY: Phila S. Walker RS DATE: _____
DEHNR AUTHORIZED AGENT

AUTHORIZATION CONDITIONS

1. WASTEWATER SYSTEM CONSTRUCTION AND INSTALLATION MUST MEET ALL CONDITIONS AND SPECIFICATIONS AS SET FORTH IN IMPROVEMENT PERMIT NO. 2813B, AND THE ATTACHED SITE PLAN WITH SYSTEM DETAILS. CONSTRUCTION AND INSTALLA[illegible] REMENTS SET FORTH IN THE RULES GOVERN[illegible] N, TREATMENT, AND DISPOSAL AND ANY OTHE[illegible]

Needed:
1) Address
2) Have client sign plot plan, cons Authe, con of IP.
3) Fees to submit chg in plot
3-26-99

2. AN INSTALLATION, CONSTRUCT[illegible] APPROVAL MUST BE SECURED **PRIOR** TO INSTALL[illegible] EM. THE INSTALLER OF THE SYSTEM SH[illegible] K CONTRACTOR WITH MECKLENBURG COUNTY

3. ANY ALTERATION IN SITE OR S[illegible] TION OF STRUCTURES AND APPURTENAN[illegible] SIGN WASTEWATER FLOW, OR WAST[illegible] CIFIED IN THE ASSOCIATED IMPROVEMENT PE[illegible] JECT THIS AUTHORIZATION AND ASSOCIA[illegible]

4. OTHER CONDITIONS: Lift pump required

OWNER CERTIFICATION

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

_____
SIGNATURE OF OWNER/OWNER'S REPRESENTATIVE DATE

Permit Number: 2813 B

Tax Number: 199 401 12 P0

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

Basement	✓ Yes	___ No	___ Partial Basement
Type Primary Wastewater System Type (circle one): I II (III) IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

.3 Long-term acceptance rate	460 Max gallons/day wastewater flow	1610 Absorption Area (sq ft)	9' Trench spacing (min. on centers)
Yes Serviced by private well	1500 Gallon septic tank	535' Total trench length (ft)	24" Maximum trench depth (At least 12" of provisionally suitable soil must remain between trench bottom and unsuitable soil conditions)
4 Bedrooms in residence	1000 Gallon pump tank	12" Depth of stone	

Any surface waters present: yes Type: Lake Wylie Minimum separation distance: > 50'

Site modifications required:

Additional Conditions: Lift pump required, Keep the septic system > 50' from the propored well & the high water mark, Basement w/ plumbing

Repair Area System Type Type (circle one): I II (III) IV V VI	✓ Conventional ___ Prefabricated, permeable block panel system ___ Shallow Placed Conventional	___ Low Pressure Pipe ___ Large Diameter Pipe ___ Fill ___ Other	___ Innovative or Experimental: ___ IWWS-93-1 ___ IWWS-93-2 ___ IWWS-94-1

1610 Absorption Area (Sq ft) 535' Total Trench Length (Ft)	12" Depth of Stone Trench	9' Trench spacing (min. on centers)	24" Maximum Trench Depth

For existing system, enter the year originally installed:

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

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

Phillip S. Walker RS 11/25/99

BEHNR Authorized Agent Date

Owner/Agent Signature Date

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

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

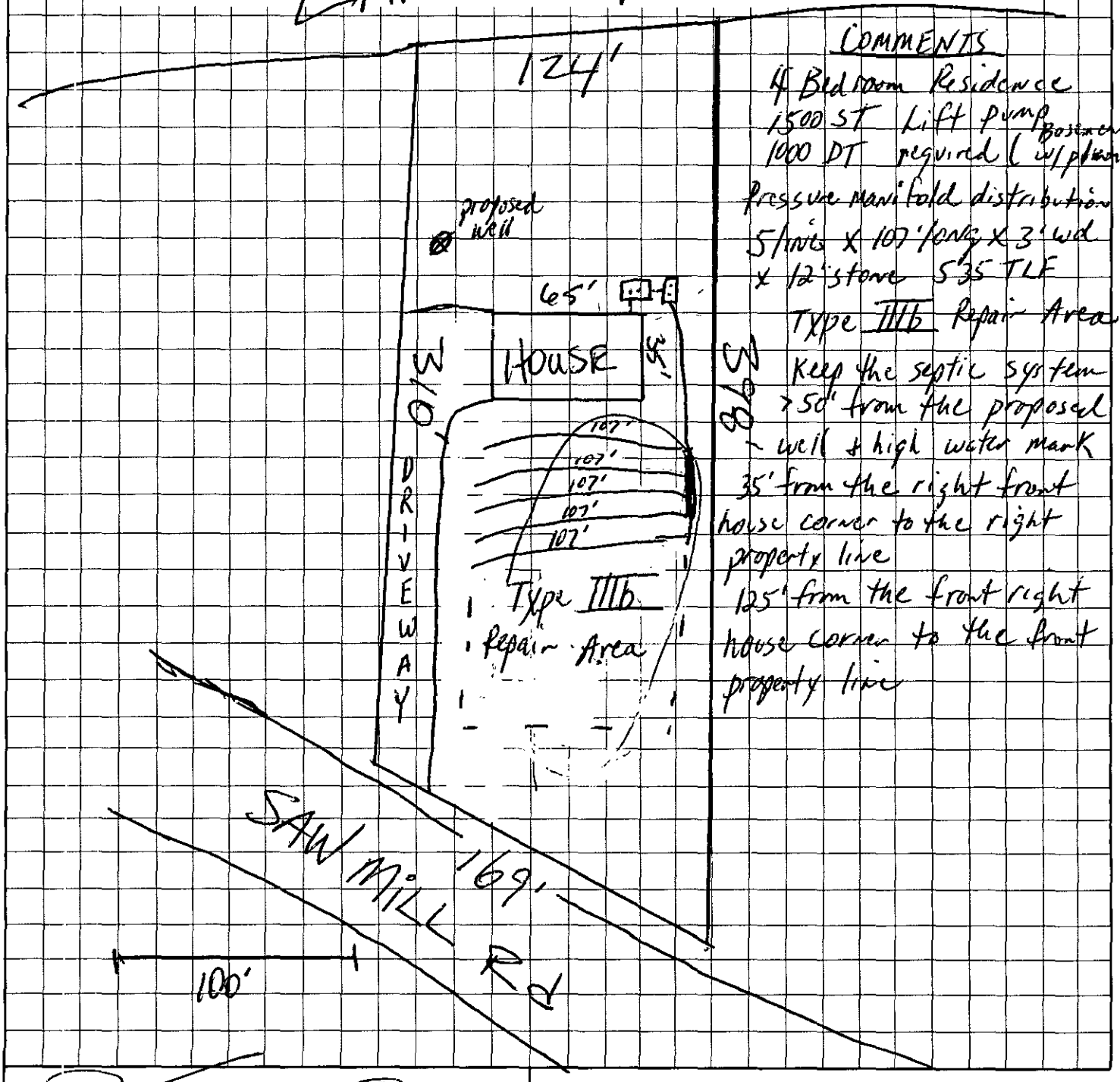
PROPOSED PLOT PLAN

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

FILE: 199-401-12 ~~199-40-401-12~~

TC: C813B

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



COMMENTS

4 Bedroom Residence
1500 ST Lift pump (basement
1000 DT required (w/plumbing)
Pressure manifold distribution
5 lines x 107' long x 3' wd
x 12" stone 535 TLF
Type IIIb Repair Area
Keep the septic system
>50' from the proposed
well & high water mark
35' from the right front
house corner to the right
property line
125' from the front right
house corner to the front
property line

OWNER/AGENT SIGNATURE

DATE 12/30/98

APPROVAL DATE _____

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

PROPOSED PLOT PLAN

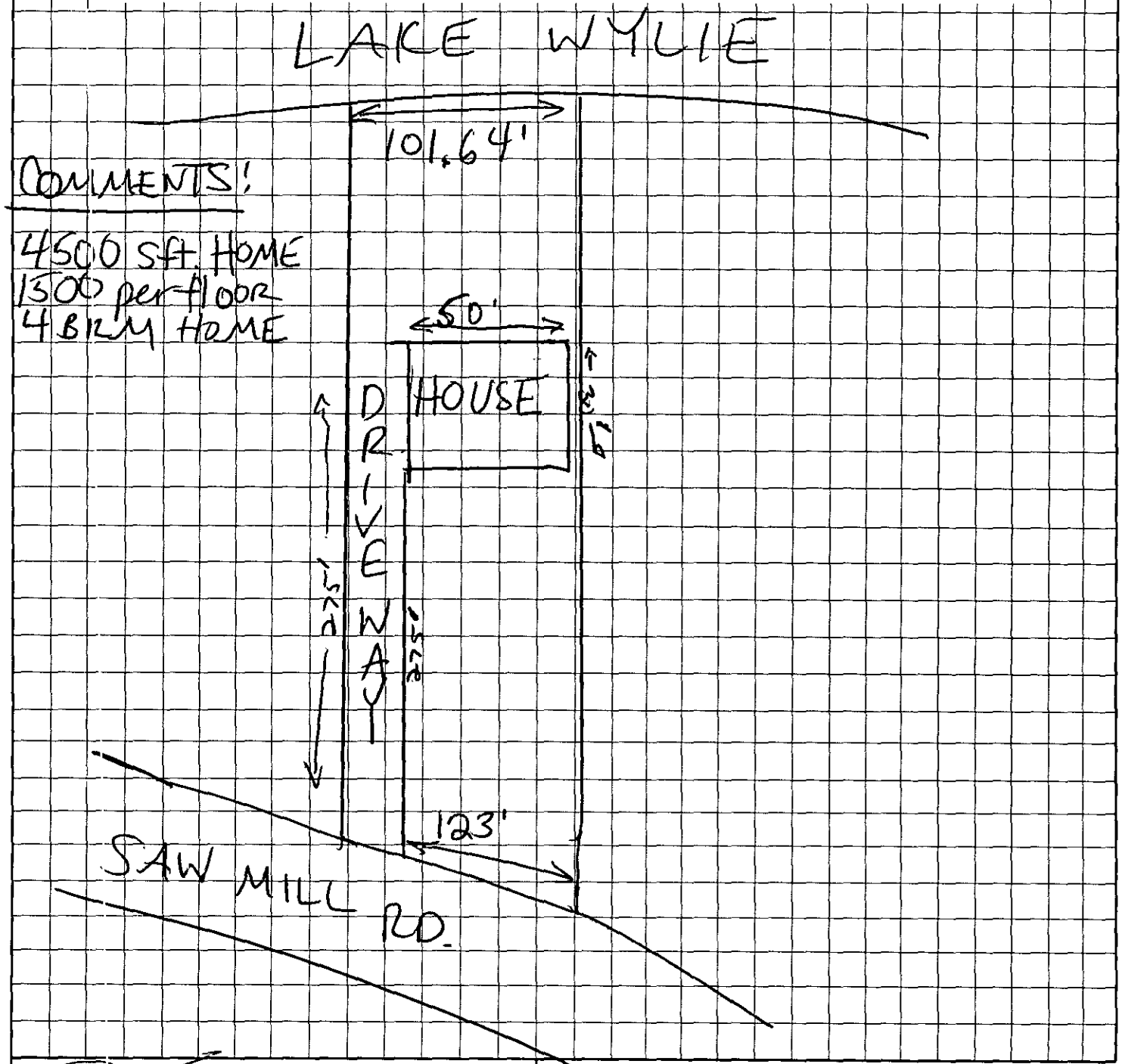
pd. 100.00
CK#2324
VLW
7-13-99
Chg in Plot

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

FILE: 199-401-12

TC: 2813B

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



OWNER/AGENT SIGNATURE

DATE 7/12/99

APPROVAL DATE _____

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

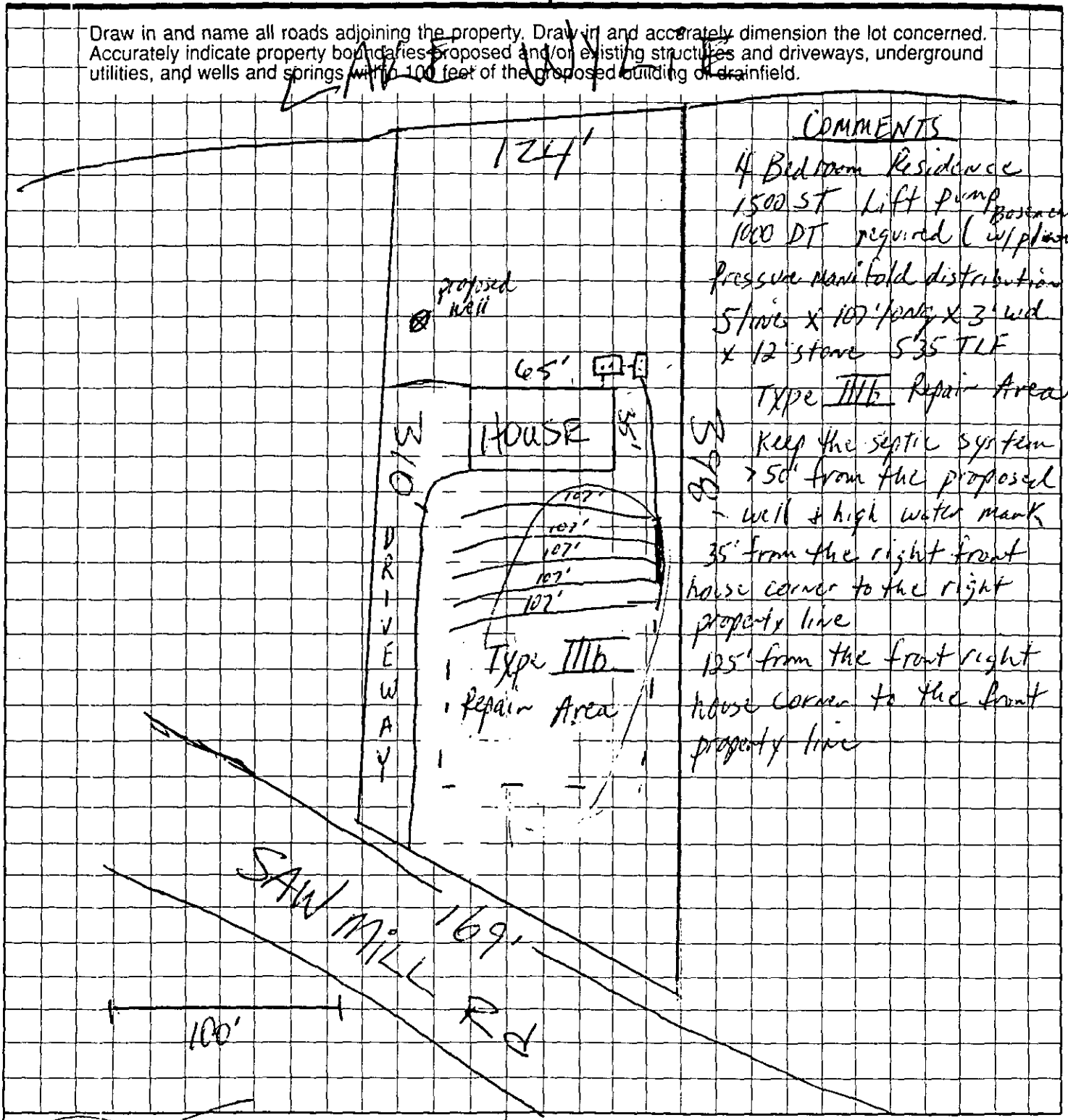
PROPOSED PLOT PLAN

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

FILE: 199-401-12 ~~199-40-101~~ → 12

TC: 9813B

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



COMMENTS

4 Bedroom Residence
1500 ST Lift pump Basement
1000 DT required (w/plumbing
Pressure manifold distribution
5 lines x 100'/each x 3' wide
x 12" stone 535 TLF
Type IIIb Repair Area
Keep the septic system
>50' from the proposed
well & high water mark
35' from the right front
house corner to the right
property line
125' from the front right
house corner to the front
property line

OWNER/AGENT SIGNATURE

DATE 12/20/88

APPROVAL DATE _____

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

Scott
-Fyi -

November 2, 1998

Mr. James M. Short, Jr.
Crescent Resources, Inc.
PO Box 1003
400 South Tryon Street, Suite 1300
Charlotte, NC 28201-1003

Re: **Contract for exchange of property and assignment agreement**
Surplus Track #3225-1, Mecklenburg County, North Carolina

Dear Mr. Short:

I have enclosed a binder check totaling $20,000, as well as three fully executed copies of the Contract for Exchange of Property and Assignment Agreement which have been prepared for the above referenced transaction. It is my understanding we will be contacted once this offer has been reviewed.

Thank you for considering this offer.

We look forward to working with you.

Sincerely,

Kenneth R. Goulet

KRG:dmg
/goulet/cres1102

cc: Scott Ray

KENNETH R. GOULET
ELIZABETH J. GOULET
10124 SAW MILL RD. 704-588-8059
CHARLOTTE, NC 28278

66-19/530
18

2060

Nov 1 19 98

Pay to the Order of Commonwealth Land Title Company of N Carolina $ 20,000

Twenty Thousand and 00/100 Dollars

NationsBank
NationsBank, N.A.
Carolinas

For TNT # 3225-1

⑈053000196⑈ 065 056 9775⑈ 2060

CRESCENT RESOURCES
INC.

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

(704) 382-8009

Fax (704) 382-1867

November 17, 1998

Mr. and Mrs. Kenneth R. Goulet
10124 Sawmill Road
Charlotte, NC 28278

RE: S-TRACT 3225.1

Dear Sirs:

Enclosed please find an executed original contract for the exchange of the above referenced parcel of land. Crescent has received your binder check in the amount of $20,000.00 made payable to Commonwealth Land Title Company of North Carolina. Our attorney, Mr. Woody Farmer, will forward to you prior to March 3, 1999, any and all closing documentation for your review. If you have legal counsel, please furnish me with their name, address and telephone number.

If you have any questions, please feel free to call me at 704-382-1706.

Sincerely,

Linda Myers
Land Sales Closing Coordinator

Enc.

cc: Jim Bass, VP w/Enc.
Susan Harwell, PPA&B w/Enc.
File

STATE OF NORTH CAROLINA

CONTRACT FOR EXCHANGE OF PROPERTY
AND ASSIGNMENT AGREEMENT

COUNTY OF MECKLENBURG

TRACT NO.: 3225-1

CRESCENT MAILING ADDRESS: [See Paragraph 18(b)]	Crescent Resources, Inc. 100 South Tryon Street, Suite 1300 P. O. Box 1003 Charlotte, N. C. 28201-1003 Attention: James M. Short, Jr.
QUALIFIED INTERMEDIARY: MAILING ADDRESS: [See Paragraph 5]	Commonwealth Land Title Insurance Co. of North Carolina 2070 Charlotte Plaza Charlotte, North Carolina 28244
ACQUIRING PARTY: [Name to Appear on Deed] MAILING ADDRESS: [See Paragraph 18(b)]	Kenneth R. Goulet & wife Elizabeth Goulet 10124 Sawmill Road Charlotte, North Carolina 28278 Telephone Number:704-561-8605
CRESCENT PROPERTY: [See Paragraph 2]	Being 3.728 acres of property owned by Crescent Resources, Inc., located on Sawmill Road (SR1416) in Steele Creek Township, Mecklenburg County, North Carolina, as shown outlined in yellow on the plat which is attached and marked Exhibit A.
AGREED VALUE OF CRESCENT PROPERTY: [See Paragraph 4]	$300,000.00 Three Hundred Thousand and No/100 Dollars
CLOSING DATE: [See Paragraph 6]	March 9, 1999
BROKER: [See Paragraph 11]	N/A
BROKERAGE COMMISSION PAID BY: [See Paragraph 11]	N/A
BINDER-HELD BY QUALIFIED INTERMEDIARY: [See Paragraph 13]	$20,000.00 Twenty Thousand and No/100 Dollars Check to be made payable to Commonwealth Land Title Insurance Co. of North Carolina
SPECIAL STIPULATIONS: [See Paragraph 16]	The Special Stipulations attached hereto are incorporated herein.

ADDITIONAL PROVISIONS:

A. Upon acceptance of the contract by Crescent, the Acquiring Party shall have until **January 8, 1999**, to conduct inspections (see Inspection Rights, Paragraph 9, hereunder). If the Acquiring Party determines that the property is unsuitable for his intended use, he shall notify Crescent, in writing, on or before **January 8, 1999**, to cancel the contract and obtain a full refund of the **$20,000.00** binder.

B. This Contract for Exchange of Property and Assignment Agreement will be considered null and void if Acquiring Party fails to execute and return all three copies, along with the **$20,000.00** binder, to Crescent by **November 6, 1998**.

C. The deed conveying the Crescent property shall provide for the attached Deed Restrictions marked **Exhibit B**.

D. The Crescent property shall be conveyed subject to any encroachments that may exist on the property.

E. **Exhibit C** attached hereto is incorporated herein for your reference.

This 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)

By: _____
(Initial)

THIS CONTRACT FOR EXCHANGE OF PROPERTY AND ASSIGNMENT AGREEMENT (this "Contract") is made and entered into by and between Crescent and the Acquiring Party, effective as of the Date of Acceptance of this Contract by Crescent 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, a North Carolina Limited Liability Company, the Crescent Property and desires to exchange the Crescent Property for replacement real property to be acquired by Acquiring Party or by a 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 Date of Acceptance 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; Acquiring Party's Cooperation.** Subject to the terms and conditions of this Contract, Crescent hereby agrees to convey the Crescent Property to Acquiring Party in exchange for replacement property, to be acquired by a Qualified Intermediary and conveyed to Crescent all as hereinafter set forth. Acquiring Party understands and acknowledges that 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 Section 1031 of the Code, and 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 Section 1031 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 Section 1031 of the Code; 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 the replacement property.

2. **Description of the Crescent Property.** The property which is the subject of this Contract is that certain parcel of real property identified on the Contract Cover Page. That property, along with all rights, privileges and easements appurtenant to said property are herein collectively referred to as the "Crescent Property". The exact boundaries of the Crescent Property shall be set forth in the survey described in **Paragraph 3** below.

3. **Survey.** Within thirty (30) days from the date of execution of this Contract, Crescent shall deliver to Acquiring Party at Crescent's sole cost and expense a survey of the Crescent Property prepared by a Registered Land Surveyor (the "Survey"). The Survey shall certify the acreage contained within the Crescent Property to the nearest hundredth of an acre, and shall be used to prepare the deed of the Crescent Property described in **Paragraph 7** hereof.

4. **Agreed Value of Crescent Property.** 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.

5. **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 (the "Qualified Intermediary"). Acquiring Party hereby consents to the assignment of this Contract to Qualified Intermediary and agrees to fully cooperate with Crescent and with the Qualified Intermediary and to take all reasonable actions requested by the Qualified Intermediary or by Crescent to assist Crescent and the Qualified Intermediary in satisfying the requirements of Section 1031 of the Code, including satisfying any of Acquiring Party's obligations under this Contract directly to Qualified Intermediary. Acquiring Party agrees that performance of obligations under this Contract by Qualified Intermediary shall be accepted by Acquiring Party and shall be deemed by Acquiring Party to be the performance of Crescent. Crescent agrees that performance of obligations under this Contract by the Acquiring Party to the Qualified Intermediary shall be accepted by Crescent and shall be deemed by Crescent to be the performance by Acquiring Party. It is agreed that all costs or expenses charged by the Qualified Intermediary for its performance of actions contemplated by this **Paragraph 5** shall be borne by Crescent.

The Qualified Intermediary will direct Crescent to deed the Crescent Property to Acquiring Party on the Closing Date in accordance with the terms of this Contract. Acquiring Party hereby agrees

to accept the deed from Crescent at Closing and to simultaneously pay the Agreed Value to the Qualified Intermediary. Crescent and Acquiring Party hereby acknowledge that Acquiring Party's obligation to pay the Agreed Value to the Qualified Intermediary is wholly contingent upon and contemporaneous with the conveyance of the Crescent Property to Acquiring Party.

The replacement property shall be located, identified and acquired as more particularly set forth in the Qualified Intermediary Exchange Contract (the "Intermediary Contract") with Qualified Intermediary acting as Qualified Intermediary.

In the event that, for any reason, Crescent is not able to utilize the services of a qualified intermediary to acquire replacement property and complete the exchange of Property in accordance with Section 1031 of the Code, Acquiring Party agrees to fully cooperate with Crescent and to take all reasonable actions requested by Crescent to assist Crescent in satisfying the requirements of Section 1031 of the Code; provided however, Acquiring Party shall not take title to any replacement property to be acquired by Crescent in an exchange transaction and Crescent hereby acknowledges that Acquiring Party makes no representations and gives no warranties with respect to the tax effects of the proposed exchange transaction. Crescent shall bear all costs and expenses of the transactions contemplated by this paragraph.

6. **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. The closing of the transfer of the Crescent Property to Acquiring Party shall take place at a mutually agreeable time on the applicable date in the offices of Crescent or Crescent's counsel in Charlotte, North Carolina.

7. **Transfer of Title to the Crescent Property.** On the Closing Date, Crescent shall deliver to Acquiring Party exclusive possession of the Crescent Property and a special warranty deed conveying marketable 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:

(a) Flood easements in favor of 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 Power Company;

(c) Ad valorem taxes for the year in which the Crescent Property is to be conveyed to Acquiring Party;

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

(e) Matters affecting title to the Crescent Property which may be shown on the Survey (see below);

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

(g) All easements, restrictions and rights-of-way as may be apparent from a visual inspection of the Crescent Property.

The Acquiring Party hereby acknowledges that Crescent has reserved the right at any time prior to the Closing Date of the Crescent Property to record right-of-way agreements to Duke Power Company for any electric transmission lines located on the Crescent Property as of the Date of Acceptance of this Contract by Crescent and that any such rights-of-way shall not constitute a deficiency hereunder. If in the reasonable opinion of Acquiring Party's counsel, Crescent's title to the Crescent Property fails to meet the requirements of this Paragraph, then any such deficiency shall be specified with particularity in writing to Crescent within thirty (30) days after the Date of Acceptance of this Contract. If any deficiency arises between the date of Acquiring Party's title examination and the Closing Date, written notice shall be promptly given to Crescent. If the Survey is not attached as an Exhibit to this Contract when executed by Acquiring Party, Acquiring Party shall have 15 days from receipt of the Survey (but not beyond the Closing Date) to provide written notice of deficiency to Crescent for matters affecting title to the Crescent Property which may be shown on the Survey and for which title exceptions are not otherwise provided in this **Paragraph 7**. Failure of Acquiring Party to provide any required notice in a timely fashion shall be deemed conclusively to be a waiver of Acquiring Party's right thereafter to object to any such deficiency. Crescent shall have until the Closing Date to cure any such deficiency at Crescent's sole cost and expense. If Crescent fails to cure such deficiency within the permitted time, Acquiring Party shall have the option, as its sole and exclusive remedy, of either taking title to the Crescent Property "as is" and consummating the closing

without any credit or offset for such deficiency, or in the alternative, of terminating this Contract and receiving an immediate refund of the Binder.

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 be responsible for all reasonable and customary closing costs, including, without limitation, any title insurance premium, 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, and such expenses shall not be credited toward Agreed Value. 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 Agreed Value. 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. In the event the current year's ad valorem property taxes have not been determined as of the date of Closing, each party's pro rata share shall be estimated based upon the previous year's ad valorem taxes for the Crescent Property. Acquiring Party shall be responsible for the payment of any "rollback" or other deferred ad valorem property taxes.

9. **Inspection Rights.** During the term of this Contract, Acquiring Party, its authorized agents, representatives and employees shall be entitled to go upon the Crescent Property to make such inspections as Acquiring Party deems necessary or advisable, including surveying, environmental, architectural, engineering, topographical, geological, soil or other tests, borings and measurements as Acquiring Party deems necessary or advisable; provided, however, that (i) any such inspections shall not unreasonably interfere with Crescent's use of the Crescent Property, (ii) Acquiring Party shall pay for any damage to the Crescent Property caused while such tests are being made and shall restore any of its excavation areas and recap any of its groundwater monitoring wells, if any, (iii) Acquiring Party shall indemnify and hold Crescent harmless from any and all injury to persons, any and all physical damage to the Crescent Property, and any and all obligations or liabilities incurred by Acquiring Party in conjunction with such inspections and (iv) Acquiring Party shall deliver promptly to Crescent copies of all documents relating to the results of such inspections in the event that the transaction contemplated herein does not close due to a default by Acquiring Party as set forth in **Paragraph 14** below. Acquiring Party's obligations under this **Paragraph 9** shall survive the termination of this Contract.

In the event Acquiring Party's environmental inspections disclose the presence of any Hazardous Materials on or affecting the Crescent Property, Acquiring Party may, as its sole remedy, either (i) terminate this Contract and receive a full refund of the Binder or (ii) waive any objections thereto and accept the Property without said conditions being cured whereupon Closing shall occur in accordance with the terms of this Contract.

10. **Risk of Loss.** Risk of loss with respect to the Crescent Property prior to the Closing Date 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 employees or agents of Acquiring Party, then Crescent shall immediately notify Acquiring Party. Upon receipt of any such notice, Acquiring Party may elect by written notice to Crescent, delivered on or before the Closing Date, to cancel 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 the Acquiring Party may elect to take title to the Crescent Property "as is" without any credit or offset for such damage or destruction.

11. **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 specified on the Contract Cover Page hereby agrees, contingent upon the completion of the closing of the Crescent Property, to 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.

12. **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, Acquiring Party, within thirty (30) days after its receipt of notice of such taking or proceeding, shall have the option by written notice to Crescent to terminate this Contract and receive an immediate refund of the Binder. If Acquiring Party does not elect to terminate this Contract within such time period, this Contract shall remain in full force and effect, and Crescent shall assign, transfer and set over to Acquiring Party at the Closing all of Crescent's right, title and interest in and to any awards that may be made for such taking, as Acquiring Party's sole compensation for such taking.

13. **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.

14. **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 shall default in the performance of its obligations hereunder and fail to cure such default within ten (10) days after receipt of written notice thereof from Acquiring Party, then at Acquiring Party's option and as its sole and exclusive remedy, either: (i) the Binder shall be returned to Acquiring Party and all provisions of this Contract shall be null, void and of no further force or effect, (ii) Acquiring Party may seek specific performance of this Contract or (iii) Acquiring Party may elect to waive the default and close the transaction contemplated by this Contract.

15. **Hazardous Materials.** Crescent represents and warrants that to the best of its knowledge the Crescent Property is free of all chemical substances, asbestos, oil, petroleum products, formaldehyde, PCBs, and other toxic, carcinogenic, radioactive or hazardous waste, materials, substances or contaminants (collectively, "Hazardous Materials") and that Crescent has not stored, disposed, treated, transported or located Hazardous Materials on or underneath the Crescent Property; provided, however that this **Paragraph 15** shall not apply to any naturally occurring Hazardous Materials including, without limitation, naturally occurring asbestos. The phrase "to the best of its knowledge" used in connection with the representations and warranties contained in this **Paragraph 15** means that Crescent has reason to believe the representations to be true, accurate and complete in all material respects based on information currently available to the management of Crescent, but without having any inspections, investigations or other inquiries conducted by the management of Crescent or by any outside parties.

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

17. **Rights to Use of Lakes**. Acquiring Party hereby acknowledges that neither Crescent nor Exchanging Party specifically makes, or has made, any 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 thereto: (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 to the water of any lake on or near the Crescent Property; and (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. 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 Power Company's lake management policies, rules and regulations and Acquiring Party hereby agrees that neither Crescent nor the Qualified Intermediary shall have any liability.

18. **Miscellaneous.**

(a) **Survival of Provisions.** All the terms, conditions, representations and agreements contained herein shall, as applicable, survive 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) **Memorandum.** Each party hereto agrees that upon request of the other party it will execute a Memorandum of this Contract suitable for recording in the appropriate public registry in the County and State in which the Crescent Property is located.

(h) **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.

(i) **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.

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

(k) **Duplicate Originals.** This Contract has been executed in duplicate originals, and Crescent and Acquiring Party each acknowledge receipt of one of the executed originals.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed effective as of the Date of Acceptance of this Contract by Crescent as set forth below.

DATE OF OFFER:

_____

ACQUIRING PARTY:
(INDIVIDUALS)

_____

_____

(CORPORATION/PARTNERSHIP)

_____

_____

By: _____
Its: _____

DATE OF ACCEPTANCE:

_____

CRESCENT:
CRESCENT RESOURCES, INC

By: _____
Senior Vice President

(01/10/96)
CON/14699-4

SPECIAL STIPULATIONS

To Contract To Purchase Real Estate or Contract For Exchange of Property and Assignment Agreement (as applicable) Between Crescent Resources, Inc. ("Crescent") & Kenneth R. Goulet & wife Elizabeth Goulet ("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 10124 Sawmill Road, Charlotte, North Carolina 28278, 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. In the event 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, Crescent, in its sole discretion, may terminate this Contract, whereupon the (Earnest Money) Binder shall be returned to Acquiring Party.

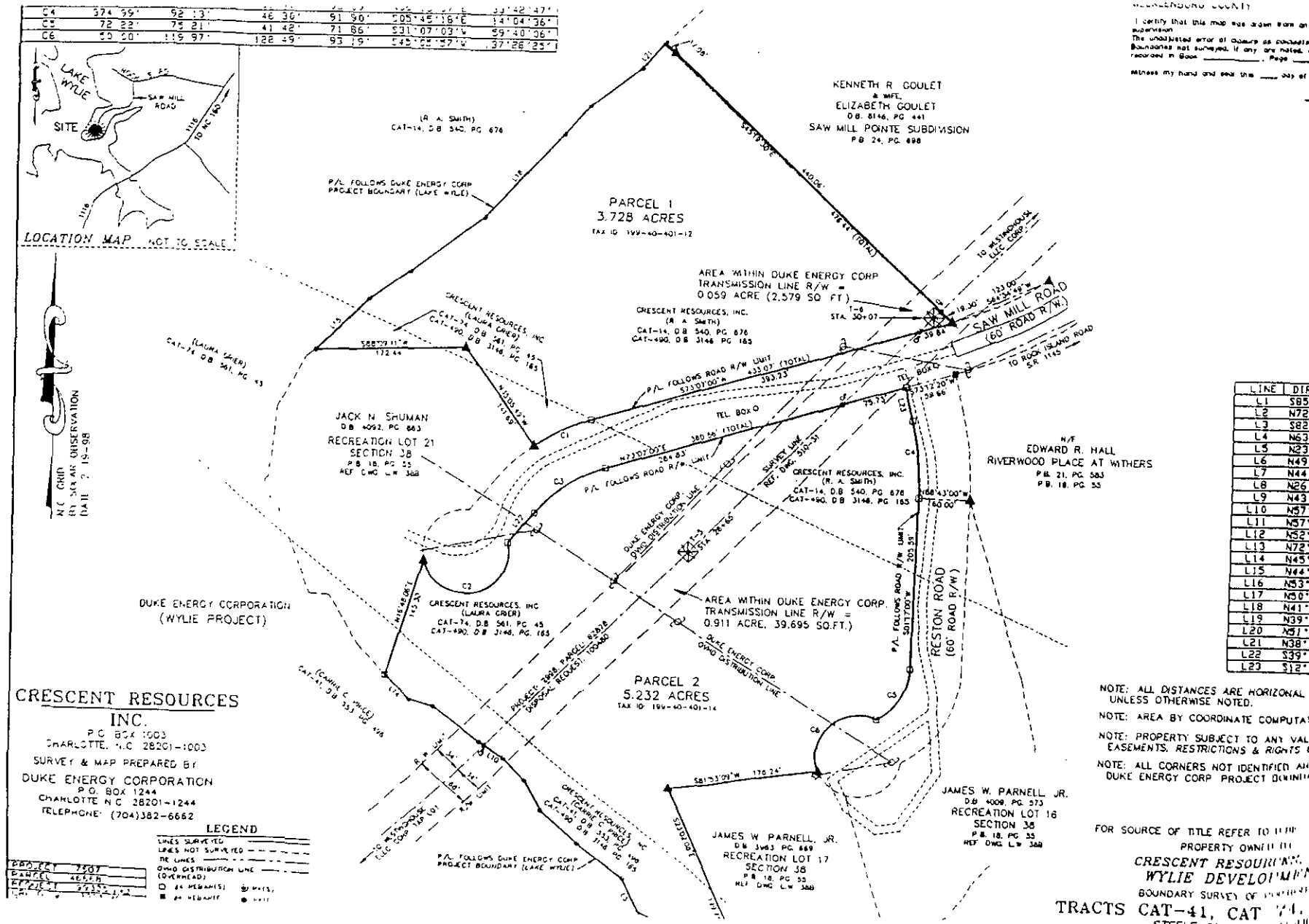
ACQUIRING PARTY

By: _____

By: _____

BMM/242.1(7/15/93)

EXHIBIT A



LINE	DIR
L1	S85
L2	N72
L3	S82
L4	N63
L5	N23
L6	N49
L7	N44
L8	N26
L9	N43
L10	N57
L11	N57
L12	N52
L13	N72
L14	N45
L15	N44
L16	N53
L17	N50
L18	N41
L19	N39
L20	N51
L21	N38
L22	S39
L23	S12

C4	374.39'	92.13'	46.36'	91.90'	S05°45'18"E		14°04'36"
C5	72.22'	75.21'	41.42'	71.86'	S31°07'03"W		59°40'36"
C6	90.00'	119.97'	122.49'	93.19'	S45°28'57"W		37°28'25"

NOTE: ALL DISTANCES ARE HORIZONAL UNLESS OTHERWISE NOTED.

NOTE: AREA BY COORDINATE COMPUTA

NOTE: PROPERTY SUBJECT TO ANY VAL EASEMENTS, RESTRICTIONS & RIGHTS

NOTE: ALL CORNERS NOT IDENTIFIED AS DUKE ENERGY CORP PROJECT BOUNDA

FOR SOURCE OF TITLE REFER TO DEP PROPERTY OWNER(S)

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

LEGEND

PROJECT	7507
PARCEL	46,47,A
EFFIGIE	37,45
TRACT	1,2,3,4

EXHIBIT C

To assist you in evaluating any waterfront/water view, Crescent/Carolina Centers property you are contemplating purchasing, please refer to the following excerpt from Duke Power's pamphlet:

Shoreline Management Guidelines

"The purpose of this pamphlet is to provide detailed procedures and criteria to regulate activities within reservoirs managed by Duke Power Company. The objectives of these guidelines are:

- **To protect Duke's power generation interests on these reservoirs.**
- **To protect and enhance the scenic, environmental, and public recreational values of the reservoirs.**
- **To meet regulatory requirements.**

Any occupancy or use of project lands and waters within the project boundary of Federal Energy Regulator Commission (FERC) licensed reservoirs or Duke-owned lands within the reservoir boundary or peripheral strip of unlicensed reservoirs requires prior written authorization by Duke Power Company. Lake Management is responsible for the continuous monitoring of activities within the boundaries of Duke reservoirs to ensure activities are consistent with established company policies and license requirements. These guidelines provide permitting criteria and procedures covering the following six programs:

- *COMMERCIAL FACILITIES PROGRAM*
- *CONVEYANCE PROGRAM*
- *EXCAVATION PROGRAM*
- *PRIVATE FACILITIES PROGRAM*
- *SHORELINE STABILIZATION PROGRAM*
- *MISCELLANEOUS RESERVOIR USES PROGRAM"*

Please contact the appropriate Duke Personnel as follows:

Duke Power Company
Lake Management Group
1-800-443-5193 or 704-382-8086

Lake	Contact Person	Phone Number
Norman	Buz Cobb - Iredell/Mecklenburg Co. side	704-382-3268
	Ann Duncan - Lincoln/Catawba Co. side	704-382-8573
Mt Island	Kelvin Reagan	704-382-9386
Wylie	Kelvin Reagan	704-382-9386

DEED RESTRICTIONS - EXHIBIT B

1. The property hereby conveyed shall be used only for single-family recreation and/or single family residence purposes:

2. Said property shall not be used for business, commercial, industrial, condominium, apartment or other multi-family residential uses, except however, said property may be subdivided in accordance with the subdivision ordinance of **Mecklenberg County**, and not more than one single-family residential dwelling together with accessory buildings and facilities normally incident to a single-family residential home site shall be constructed upon each subdivision lot;

3. No mobile home or structure having the characteristics or appearance of a mobile home shall be located upon the property;

4. All buildings and outbuildings erected upon the property shall be constructed on site of new material of good grade, quality and appearance and shall be constructed in proper, workmanlike manner.

5. No noxious of offensive trade or activity shall be carried on upon the property or in any residential dwelling or outbuilding, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon the property that will emit noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property or in any residential dwelling or outbuilding except that dogs, cats or other household pets may be kept or maintained provided they are not kept, bred or maintained for commercial purposes.

6. No owner of said property shall have any claim or cause of action against Grantor, its affiliates or its licensees arising out of the exercise or non-exercise of any easement or other right reserved hereunder or referred to herein except in cases of willful or wanton misconduct.

7. No delay or failure on the part of Grantor to invoke an available remedy in respect to a violation of any provision contained herein or referred to 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.

CRESCENT
By:_____
(Initial)

ACQUIRING PARTY
By: _____
(Initial)

FEE: pd 100.00 ck# 1487
DATE: 8-9-98

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

[ ] CRT

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

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

FILE #: 28138

PROPERTY INFORMATION (FROM ENGINEERING FORM) FOR JOB LOCATION:

TAX/PARCEL NUMBER: ~~199-40-401-12~~ 199-401-12 ~~08~~

STREET ADDRESS: SAW Mill Rd.

TYPE OF BUILDING (CHECK ONE):

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

SUBDIVISION OR MOBILE HOME PARK NAME:

LOT NUMBER:

TOWNSHIP (CHECK ONE):

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

HEATED SQUARE FOOTAGE: 6000

NUMBER OF BEDROOMS: 4 NUMBER OF OCCUPANTS: 5

CLOSING DATE 1-8-99
(For Inspection)

FOUNDATION FOR RESIDENCE:

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

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

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

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

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

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

PROPERTY OWNER:

NAME: CRESCENT RESOURCES, Inc.
(LAST) (FIRST) (MI)

ADDRESS: PO Box 1003

CITY: Charlotte STATE: NC ZIP 28201

DAYTIME PHONE: ( ) –

LEGAL AGENT FOR PROPERTY OWNER, IF APPLICABLE:

NAME: Goulet Kenneth R.
(LAST) (FIRST) (MI)

DAYTIME PHONE: 704 904-7290

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: _____ DATE: 12/30/98

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

DEPARTMENT OF ENVIRONMENT, HEALTH, AND NATURAL RESOURSES
DIVISION OF ENVIRONMENTAL HEALTH
ON-SITE WASTEWATER SECTION

#1

Sheet: _____
Property ID: 90 199 - 401-12
Lot #: 2
File #: 2913 B

SOIL/SITE EVALUATION
for ON-SITE WASTEWATER SYSTEM

OWNER: Crescent Resources APPLICANT: Kenneth Gaulett
ADDRESS: Box 1003, Charlotte, N.C. 28210 DATE EVALUATED: 1-13-99
PROPOSED FACILITY: residence PROPOSED DESIGN FLOW (.1949) 480gpd PROPERTY SIZE: 1.2 ±
LOCATION OF SITE: Lane PROPERTY RECORDED: _____
WATER SUPPLY: ☑Private ☐Public ☐Well ☐Spring ☐Other _____
EVALUATION METHOD: ☐Augur Boring ☐Pit ☐Cut
TYPE OF WASTEWATER: ☑Sewage ☐Industrial Process ☐Mixed

PROFILE #	.1940 Landscape Position/ Slope %	Horizon Depth (IN.)	SOIL MORPHOLOGY (.1941) .1941 STRUCTURE/ TEXTURE	SOIL MORPHOLOGY (.1941) .1941 CONSISTENCE MINERALOGY	OTHER PROFILE FACTORS .1942 SOIL WETNESS/ COLOR	OTHER PROFILE FACTORS .1943 SOIL DEPTH	OTHER PROFILE FACTORS .1956 SAPRO CLASS	OTHER PROFILE FACTORS .1944 RESTR HORIZ	PROFILE CLASS &LTAR
1	SH 15%	0-3"	gr/cl	Fr/SE/SP/SS/SO	7.5YR 48" TO Soil Wetness	48"	N/A	None	IV PS .391 f2
		3-48"	SBK/C	Fi/SE/SP/SS/SO					
2	A 6%	0-2"	gr/cl	Fr/SE/SP/SS/SO	7.5YR 48" TO Soil Wetness	48"	N/A	None	IV PS .391 f2
		2-48"	SBK/C	Fi/SE/SP/SS/SO					
3	LS 8-10%	0-5"	gr/cl	Fr/SE/SP/SS/SO	7.5YR 48" TO Soil Wetness	48"	N/A	None	IV, PS .391 f2
		5-48"	SBK/C	Fi/SE/SP/SS/SO					
4	LS 8-10%	0-6"	gr/cl	Fr/SE/SP/SS/SO	7.5YR 48" TO Soil Wetness	48"	N/A	None	IV PS .391 f2
		6-48"	SBK/C	Fi/SE/SP/SS/SO					
5	LS 8-10%	0-4"	gr/cl	Fr/SE/SP/SS/SO	7.5YR 48" TO Soil Wetness	48"	N/A	None	IV, PS .391 f2
		4-48"	SBK/C	Fi/SE/SP/SS/SO					
6	LS 8-10%	0-5"	gr/cl	Fr/SE/SP/SS/SO	7.5YR 48" TO Soil Wetness	48"	N/A	None	IV PS .391 f2
		5-48"	SBK/C	Fi/SE/SP/SS/SO					

DESCRIPTION	INTIAL SYSTEM	REPAIR SYSTEM
Available Space (.1945)	PS	PS
System Type(s)		
Site LTAR		

OTHER FACTORS (.1946): _____
SITE CLASSIFICATION (.1948): Provisionally Suitable
EVALUATED BY: W. A. Mabe 1-14-99
OTHER(S) PRESENT: LSS

COMMENTS 10" Aqua-Pipe system to be installed when soils are as dry as possible. sidewalls would be very subject to smearing by backhoe bucket

LANDSCAPE POSITION	GROUP	TEXTURE	.1955 LTAR
R-RIDGE	I	S-SAND	1.2-0.8
S-SHOULDER SLOPE		LS-LOAMY SAND	
L-LINEAR SLOPE			
FS-FOOT SLOPE	II	SL-SANDY LOAM	0.8-0.6
N-NOSE SLOPE		L-LOAM	
H-HEAD SLOPE			
CC-CONCLAVE SLOPE	III	SI-SILT	0.6-0.3
CV-CONVEX SLOPE		SICL-SILTY CLAY LOAM	
T-TERRACE		CL-CLAY LOAM	
FP-FLOOD PLAIN		SCL-SANDY CLAY LOAM	
	IV	SC-SANDY CLAY	0.4-0.1
		SIC-SILTY CLAY	
		O-ORGANIC	

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

STRUCTURE

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

MINERALOGY

SLIGHTLY EXPANSIVE

EXPANSIVE

