Duke Power
A Duke Energy Company

Duke Power Company
A Duke Energy Company
Lewisville Operating Center
500 Utility Drive
Clemmons, NC 27012

(910) 727-4300

September 3, 1998

Mr. Mike Wellons
16605-B Redcliff Drive
Huntersville, NC 28078

RE: Line Index: 2M41
Line Name: Marshall to Winecoff
Structure: Between 16 and 17
R/W Width: 325'

Dear Mr. Wellons:

Duke Energy Company does not object to the installation of solid sewer lines on our transmission rights of way, but does object to the installation of septic nitrification lines. It will be necessary for us to complete an Encroachment Agreement which will be incorporated into your property deed and would give you permission to install septic nitrification lines. Duke Energy is in the process of completing this procedure: in the meantime, you have Duke Energy's permission to proceed with obtaining your building permit.

Sincerely,

Eddie Hilton

Eddie Hilton
Right of Way Spec.

EH:gpa

Duke Power
A Duke Energy Company

Duke Power Company
A Duke Energy Company
Lewisville Operating Center
500 Utility Drive
Clemmons, NC 27012

(910) 727-4300

July 28, 1998

Mr. Mike Wellons
16605-B Radcliff Drive
Huntersville, NC 28078

RE: Line Index 2M41
Line Name: Marshall to Winecoff
Structure: Between 16 and 17
R/W Width: 325'

Dear Mr. Wellons:

Duke Energy Company does not object to installation of solid sewer lines on our transmission rights of way. There shall be no distribution boxes or storage tanks placed on our rights of way and all grading shall be at least 20 feet from each structure. Duke Energy Company shall not be held liable for any damage to these lines by our personnel and/or equipment. Enclosed is our Right of Way Restriction Sheet for your reference.

Thank you for contacting Duke Energy Company prior to your construction. If you have any questions, please call me at 336-917-2113.

Sincerely,

Eddie Hilton
Right of Way Specialist

EH:gpa

Enclosure

TO: Debbie
Lot 13 Pinnacle Shores
Wellons
Thanks

16/5

NORTH CAROLINA

IREDELL COUNTY

000419

EASEMENT

Book 1144
Pages 1677 - 1681
FILED 5 PAGE(S)
IREDELL COUNTY NC
06/03/1999 10:56 AM
BRENDA D. BELL
Register Of Deeds

THIS EASEMENT AGREEMENT made and entered into this 12th day of May, 1999, by and between CRESCENT RESOURCES, INC. a South Carolina Corporation (hereinafter referred to as "Crescent" or the "Grantor"), and MICHAEL L. and PAMELA T. WELLONS, residing in Iredell County, North Carolina, hereinafter referred to as the "Grantees";

WITNESSETH:

WHEREAS Crescent is the owner of the common areas of Pinnacle Shores subdivision as shown on those plats thereof recorded in Plat Book 25 at Pages 140-149 and 179-185, Plat Book 26 at page 55 and Plat Book 27 at Pages 98-99 and 104-108, all in the Office of the Register of Deeds for Iredell County, including those areas subject to a Duke Power Right-of-Way.

WHEREAS the Grantees are owners of Lot 13 of Pinnacle Shores subdivision as shown on those plats thereof recorded in Plat Book 25 at Pages 140-149 and 179-185, Plat Book 26 at page 55 and Plat Book 27 at Pages 98-99 and 104-108, all in the Office of the Register of Deeds for Iredell County and being that property conveyed to Grantor as described in Deed Book 1015, Page 583, in the Iredell County Registry.

WHEREAS, the parties desire to enter into an agreement for a septic line easement and a septic drain field easement;

NOW, THEREFORE, in consideration of the sum of $1.00 and other good and valuable consideration, receipt of which is acknowledged, the parties herein agree as follows:

1. The Grantors hereby grant and convey to the Grantees, their heirs, successors and assigns, an easement and right of way for the purpose of installing and maintaining a septic line and septic drainage field as follows:

a. An easement 10' in width extending from the southwestern corner of Lot 12 of the Pinnacle Shores subdivision, to the septic drainage field easement described in part (c), below, and as more particularly illustrated on the attached "Exhibit A" labeled "10' Septic Easement". Said easement is at an angle no more than 30 degrees from perpendicular to the Duke Power Right of Way line.

b. An easement to install and maintain a septic system including tank, pipes, pumps, drainage lines, and any other necessary equipment to service the dwelling permitted on lot 13 of the Pinnacle Shores subdivision, in that portion of the Pinnacle Shores common areas as is more particularly illustrated in the attached "Exhibit A" labeled "SEPTIC DRAIN FIELD", said easement to be subject to Article VIII, Section 24 of the Declaration of Covenants, Conditions and Restrictions in Book 960, Page 1771 of the Iredell County Registry. This may be used for both an original system and a replacement and repair area.

2. The Grantees hereby accept the responsibility for and shall pay all expenses or costs related to the operation, maintenance, repair and inspection of the septic system and all pipes, machinery, and equipment associated with it.

3. The rights granted herein shall be subject to the existing Duke Power right of way and shall be appurtenant to the land of the Grantees, and shall be possessed and enjoyed by the Grantees, their heirs, successors and assigns, and shall run with the land subject to Article VIII, Section 24 of the Declaration of Covenants, Conditions and Restrictions in Book 960, Page 1771 of the Iredell County Registry.

4. The Grantors covenant unto the Grantees, that the Grantors are the owner of the property interests described above, and has the right, title and capacity to grant the easement described herein.

5. The Grantees agree to indemnify the Grantors and hold harmless the Grantor for any damages or loss caused by, arising from, or relating to the Grantees use of the easement, including but not limited to, court costs and reasonable attorney fees.

IN WITNESS WHEREOF, we set our hands and seals the day first written above.

GRANTORS:

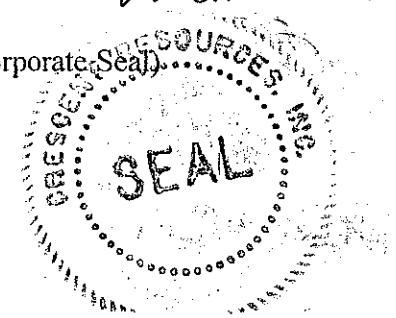
CRESCENT RESOURCES, INC.

By: _____(SEAL)
Stephen M. Schreiner, Vice President

Attest:

_____(SEAL)
Assistant Secretary JAMES L. PAGE

(Corporate Seal)



GRANTEES:

Michael L. Wellons (SEAL)
Michael T. Wellons

Pamela D. Wellons (SEAL)
Pamela T. Wellons

NORTH CAROLINA
~~IREDELL~~ COUNTY
Mecklenburg

I, Coleen D Girdwood a Notary Public for the County of Mecklenburg and the State of North Carolina, certify that James L. Page, personally appeared before me this day and acknowledged that (s)he is Asst. Secretary of Crescent Resources, Inc., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Vice President, sealed with its corporate seal, and attested by him(~~her~~)self as its Asst. Secretary.

WITNESS my hand and official seal, this 20 day of May, 1999.

COLEEN D. GIRDWOOD NOTARY PUBLIC MECKLENBURG CO. NC

SEAL

Coleen D Girdwood
Notary Public

My commission expires: 6.19.1999

STATE OF NORTH CAROLINA - COUNTY OF IREDELL

I, a Notary Public of the County and State aforesaid, certify that Michael L. Wellons and Pamela T. Wellons, Grantees, personally appeared before me this day and acknowledged the execution of the foregoing instrument. WITNESS my hand and official stamp or seal, this 12th day of May, 1999.

Barbara O. Abernathy
Notary Pubic
My Commission Expires: August 31, 2003

BARBARA O. ABERNATHY NOTARY PUBLIC WAKE CO. NC

STATE OF NORTH CAROLINA - COUNTY OF IREDELL

The foregoing Certificate(s) of Coleen D. Birdwood & Barbara O. Abernathy

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Brenda D. Bell REGISTER OF DEEDS FOR Iredell COUNTY

By Sally B. Lewis Deputy ~~/ Assistant~~ Register of Deeds.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

