

FILED  
BOOK 546 PAGE 247

BK 0546 PG 2247

2011 MAR -4 PM 4:50

*W. J. ...*

REGISTER OF DEEDS  
ALEXANDER COUNTY, NC



**110822** Issued Mar 04 2011  
**\$172.00**  
State of **Alexander**  
**North Carolina** County  
Real Estate Excise Tax

# NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax ~~\$170.00~~ \$172.00 *MC*

S-Tract 25.00

Tax Lot No. F-11 0007A \_\_\_\_\_ Parcel Identifier No. 0062694 \_\_\_\_\_

Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_,

By \_\_\_\_\_

Mail after recording to Robert E. Campbell, Esq., 214 Main Ave. Drive, Taylorsville, NC 28681

This instrument was prepared by Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246

Brief description for the Index

15.70 Acres, Plat Book 8, Page 108

THIS DEED made this 3<sup>rd</sup> day of March, 2011, by and between

## GRANTOR

CRESCENT RESOURCES, LLC, a Georgia limited liability company (successor by election and entity conversion to Crescent Resources of Georgia, Inc., a Georgia corporation, successor by merger to Crescent Resources, Inc., a South Carolina corporation, formerly known as Crescent Land & Timber Corp., a South Carolina corporation)

227 West Trade Street, Suite 1000  
Charlotte, NC 28202

## GRANTEE

ALEXANDER COUNTY, a political subdivision of the State of North Carolina

621 Liledoun Road  
Taylorsville, North Carolina 28681  
Attention: County Manager

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, that certain lot or parcel of land situated in Millers Township, Alexander County, North Carolina, and more particularly described as follows:

Being all of that certain lot or parcel of land situated in Millers Township, Alexander County, North Carolina, as described and shown on plat of survey captioned "Crescent Resources, LLC, Lookout Shoals Development, Boundary Survey of Portion of J.C. Bell Tract, LOS-41" prepared by Jay A. Hallman, Professional Land Surveyor, and recorded on March 24, 2003, in Plat Book 8, Page 108, in the office of the Register of Deeds of Alexander County, North Carolina, and containing approximately 15.70 acres according to such survey; INCLUDING, without limitation, the easement rights appurtenant to the property as evidenced by that certain Agreement dated November 5, 1979, between James L. Correll and wife, Kathy W. Correll; Tony J. Correll and wife, Linda R. Correll; and Crescent Land & Timber Corp., a South Carolina corporation (presently known as Crescent Resources, LLC, a Georgia limited liability company), recorded in Deed Book 217, Page 267, Alexander County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 95, Page 98.

A map showing the above described property is recorded in Plat Book 8 page 108.

All or a portion of the property herein conveyed  includes or  does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the property is subject to the lien of ad valorem property taxes and charges accruing on and after January 1, 2011, and all enforceable restrictions, conditions, easements and rights of way of record, including, but not limited to, that certain Agreement dated November 5, 1979, recorded in Deed Book 217, Page 267, Alexander County Registry.

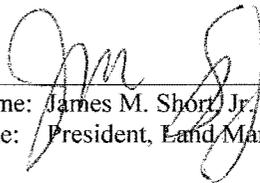
By its acceptance of this deed, as evidenced by the consideration paid, the Grantee, for itself, its successors and assigns, hereby releases, and agrees to defend, indemnify and hold harmless, the Grantor from and against any and all claims, causes of actions or costs (including but not limited to reasonable attorneys fees) that might arise in connection with or as a result of any violation of any local, state or federal environmental law with respect to the subject property, no matter when or how such violation may have first occurred. The Grantee accepts the property "AS-IS" in its present condition and without any warranty whatsoever except as expressly stated in this deed. Further, the Grantee, for itself, its successors and assigns, assumes all liability of the Grantor that may arise or have arisen in connection with or as a result of any violation of any local, state or federal environmental law with respect to the subject property, no matter when or how such violation may have first occurred.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its name by its duly authorized manager/officer the day and year first above written.

CRESCENT RESOURCES, LLC, a Georgia limited liability company

Use Black Ink

By:



Name: James M. Short Jr.  
Title: President, Land Management

[Acknowledgment begins on following page]

STATE OF NORTH CAROLINA

BK 0546PG2249

COUNTY OF MECKLENBURG

I, Susan Higginson, a Notary Public of Gaston County and State of North Carolina, do hereby certify that James M. Short, Jr., ("Signatory"), personally came before me this day and acknowledged that he is President, Land Management, of Crescent Resources, LLC, a Georgia limited liability company, and that he, as President, Land Management, being authorized to do so, executed the foregoing instrument on behalf of the company.

I certify that the Signatory personally appeared before me this day, and

(check one of the following)

X  (I have personal knowledge of the identity of the Signatory); or

\_\_\_\_\_ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

\_\_\_\_\_ a driver's license or

\_\_\_\_\_ in the form of \_\_\_\_\_); or

\_\_\_\_\_ (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he voluntarily signed the foregoing instrument for the purpose stated in the capacity indicated.

Witness my hand and official stamp or seal this  3rd  day of March, 2011.

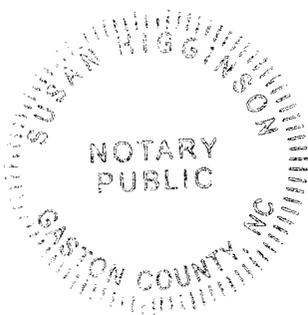
*Susan Higginson*  
\_\_\_\_\_  
Notary Public

Susan Higginson

Notary's printed or typed name

[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: March 27, 2011



[NOTARY SEAL] (MUST BE FULLY LEGIBLE)