

GUILFORD COUNTY
CONTRACT NO. 00098-05/96-264

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mail To: Vendor (Contractor)
Pulte Home Corp.
2306 W. Meadowdale Rd Suite 111
Greensboro, NC 27407

NORTH CAROLINA
GUILFORD COUNTY

DETENTION POND, EASEMENT,
AND DEVELOPMENT AGREEMENT

THIS DETENTION POND, EASEMENT, AND DEVELOPMENT AGREEMENT made and entered into this 9th day of May, 1996 by and between THE COUNTY OF GUILFORD (hereinafter "County"); THE CITY OF HIGH POINT (hereinafter "City) and PULTE CORPORATION (hereinafter "Pulte"), all of Guilford County, North Carolina.

WITNESSETH:

County is the owner of a tract of land known as Gibson Park, located on Wendover Avenue in High Point, Guilford County, North Carolina. Pulte is purchasing a tract of land containing 70.734 acres, more or less, located on Horney Road (NCSR 1543), adjacent to Gibson Park. Pulte desires to develop this property into a residential subdivision to be known as "Parkside at Nottingham" (hereinafter "Parkside") whose Homeowners Association shall be Pulte's successor and which shall be fully bound to the terms and obligations of this agreement.

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The City of High Point (hereinafter "City) must approve a preliminary subdivision plan and a water quality control plan for development of Parkside by Pulte. The parties have agreed to the terms and conditions set out herein to assist in the development of Parkside and acquisition of additional land by County for Gibson Park.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged by both parties, the parties do hereby agree as follows:

DETENTION POND AGREEMENT

1. Two ponds currently exist on the property owned by County, an upper pond and a lower pond. Pulte shall have the right to develop Parkside so that stormwater runoff and normal water drainage from Parkside will drain into the upper pond and/or the lower pond in a manner that minimizes degradation of both ponds.
2. County does hereby give, grant, and convey to Pulte an easement for reasonable stormwater runoff and water drainage from Parkside to the upper pond and the lower pond. The County does hereby give, grant and permit the right of use of the ponds by Pulte as detention ponds in a manner that does not compromise or jeopardize the stability or water quality in said ponds.
3. Pulte shall have the right to make improvements to the upper pond and the lower pond, including, but not limited to, upgrading the discharge overflow structure of the ponds; and enlarging the upper pond and the lower pond, if necessary, by dredging or by raising the dam, all at the expense of Pulte. Any such improvements or changes to the ponds by Pulte or its successor is

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North Carolina - Guilford County
The certificate (s) of

Kasha M. Brown
Jillma E. Thompson
Judy A. Pulte

A Notary (Notaries) Public is (are) certified to be correct. This instrument and this certificate are duly registered at the date and time shown herein.

KATHERINE LEE PAYNE, REGISTER OF DEEDS
Katherine Payne
Assistant/Deputy Register of Deeds

971307

RECORDED
KATHERINE LEE PAYNE
REGISTER OF DEEDS
GUILFORD COUNTY, NC

08/19/1996
1 MISC DOCUMENTS 971307 \$6.00
8 MISC DOC ADDM PGS \$16.00
1 PROBATE FEE \$2.00

BOOK: 444E
PAGE(S): 2150 TO 2158

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subject to the prior written approval of the Guilford County Planning Director, or his designee, of the plans and drawings, and improvements/changes shall not substantially deviate from such plans/drawings so approved in writing.

4. County does hereby give, grant, and convey to Pulte a reasonable access easement, including reasonable vehicular access, and a maintenance easement for the sole purpose of going upon and across the property of County at reasonable times for the purpose of construction, maintenance, repair, and inspection of the upper pond and lower pond and any surrounding area of the County property which may be affected by stormwater runoff and water drainage from Parkside.

5. County does hereby give, grant, and convey to City a reasonable access easement across the County property for the sole purpose of periodic inspection of the ponds and the surrounding area by City of High Point personnel and agents.

6. Pulte does hereby agree to construct an oversized sediment pit on Parkside as additional sediment control for the upper pond and lower pond. The oversized sediment pit will be temporary during construction of improvements on Parkside. Upon completion of improvements, Pulte shall convert the oversized sediment pit to a permanent sediment trap that shall be maintained entirely by the Homeowners Association and Pulte. Toward completion of the subdivision, Pulte may supply the County a written agreement signed by the Homeowners Association making said Association solely responsible for said maintenance in the future.

7. Pulte shall have the perpetual right of access to and an easement for the construction and development of above said necessary improvements to the upper pond and the lower pond; for maintenance and repairs to the upper pond and lower pond; and for access to and across the property of County for the purpose of construction, development, maintenance, and repair of the upper pond and lower pond, but for no other purposes.

8. After completion of the improvements, the cost of any future repairs or maintenance to the upper pond, lower pond, and surrounding disturbed area will be borne by Pulte and any other adjacent property owners who may be allowed to use the upper pond and lower pond for drainage in the future. The ponds will be maintained in compliance with City of High Point regulations, specifically including provisions relating to maintenance responsibilities as provided in Section 9-7-6(c)(5) of the Code of Ordinances of the City of High Point, as that section may from time to time be amended. Pulte's share of the total maintenance cost of the upper pond, lower pond and drainage area will be 50% of the total cost unless all or part of said cost is borne by adjacent property owners due to written agreement between Pulte and said landowners. The Guilford County Planning Director shall have the right to approve in writing any such agreement between Pulte and the homeowners (or association of homeowners) prior to the effectiveness of said agreement, to the end that repair and maintenance of said ponds and surrounding area shall be assured in perpetuity.

9. The maintenance cost and maintenance requirements established herein will be included in any Declaration of Covenants, Conditions and Restrictions established for Parkside, and the

Declaration will provide for such maintenance by a Homeowners' Association established by the Declaration.

10. The Declaration of Covenants, Conditions and Restrictions established for Parkside by Pulte will require the establishment of a capital reserve fund in the amount of no less than \$10,000.00, to be used for the maintenance and repairs or restoration needed to the ponds. The capital reserve fund shall be established in the following manner.

a. Pulte shall initially provide the County a Letter of Credit in the amount of \$10,000.00 which shall be incrementally replaced as set forth in subsection b. below.

b. Pulte shall be allowed to reduce its Letter of Credit amount, on a quarterly basis, by the amount of cash paid into a capital reserve fund ("Fund") established by the Parkside Homeowners Association. Pulte shall collect cash contributions from home buyers upon their closing of each lot and place these contributions into the Fund. Quarterly, Pulte may reduce the Letter of Credit by an amount equal to the cash contributions made to the Fund.

c. Pulte shall establish the Fund in a manner which shall require County approval for release or expenditure of funds.

11. Except as to the obligations in paragraph 10 above, Pulte's obligations under this agreement shall become the obligations of its successor, the Parkside Homeowner's Association at such time as Pulte ceases to be the controlling owner of the Parkside Homeowner's Association; provided, that Pulte will provide the County with a document signed by the Homeowner's Association evidencing that the Association is thereafter liable for such maintenance.

SANITARY SEWER EASEMENT

1. County does hereby give, grant and convey to Pulte and to City of perpetual right-of-way and easement for the construction, maintenance, and repair of a sanitary sewer line running from Parkside across Gibson Park and connecting to the East Fork sewer outfall. The sanitary sewer easement granted herein shall consist of a twenty foot permanent easement and also a forty foot temporary construction easement, as is more particularly described on Schedule A attached hereto and incorporated herein by reference. Plans for said easement shall be approved in advance in writing by the Planning Director or his designee, and said easement shall be built upon in a professional and safe manner which reasonably minimizes actual or potential damage to County property. Pulte shall be responsible for all damage to any County property arising from development of said easement.

2. Pulte shall be responsible for the cost of construction of the sanitary sewer line within the described easement area and for any resulting damage to County property. Upon completion of construction, Pulte will restore the easement area (and replant, if necessary in the opinion of the Planning Director) and will convey the easement and improvements to City for future maintenance and repairs.

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CONVEYANCE OF PROPERTY

1. Upon approval of a final subdivision plan for Parkside by City, Pulte will convey to County by General Warranty Deed, at no cost to County, a tract of land containing 3.063 acres, more or less, as is more particularly described on Schedule B attached hereto and incorporated herein by reference.

CONDITIONS PRECEDENT

- 1. This Agreement is contingent upon acquisition of the property to be developed as Parkside by Pulte from the current owner.
- 2. This Agreement is contingent upon approval of a final subdivision plan for Parkside by City in substantial conformity with the plans and specifications which have been submitted to City by Pulte.
- 3. Failure of either of the above contingencies shall render this Agreement null, void and of no effect.

This Agreement shall be binding upon the parties hereto and their respective heirs, successors, and assigns in perpetuity, it being understood and agreed that the rights and easements hereby granted are appurtenant to and run with the land of County and of Pulte in perpetuity.

IN WITNESS WHEREOF, the undersigned have each caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, the date first written above.

APPROVED AS TO CONTENT:


[Signature]
Department Representative

THE COUNTY OF GUILFORD

By [Signature] (SEAL)
Deputy County Manager

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

[Signature]
Acting Finance Director

ATTEST:

[Signature]
 APPROVED AS TO CONTENT:
[Signature]
 Department Representative

APPROVED AS TO CONTENT:
[Signature]
Department Representative

North Carolina-Guilford County
 I, Dasha W. Brown, a Notary Public for said County and State,
 do hereby certify that John Shore, Deputy County Manager of
 Guilford County, personally appeared before me this day and
 acknowledged the due execution of the foregoing instrument.
 Witness my hand and official seal, this 6th day June, 1996.
Dasha W. Brown
 Notary Public

DASHA W. BROWN
 NOTARY PUBLIC
 GUILFORD COUNTY, NC
 My Commission Expires: April 22, 2000. 4-22-2000.

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ATTEST:

THE CITY OF HIGH POINT

Wanda Marie Zimmerman
City Clerk

By: H. Lewis Price (SEAL)
City Manager

ATTEST:

PULTE HOME CORPORATION

By: Dubby Wood
Corporate Secretary

By: Rich Gannon (SEAL)
President

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

Jackie S. Atchey
Finance Director - City of High Point

Approved as to Legal Sufficiency

[Signature]
County Attorney

[Signature]
City Attorney



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NORTH CAROLINA
GUILFORD COUNTY

I, ALMA C. THOMPSON, A NOTARY PUBLIC, DO HEREBY CERTIFY THAT RICH GANNON, PRESIDENT OF PULTE HOME CORPORATION, APPEARED BEFORE ME THIS 19TH DAY OF AUGUST, 1996, AND ACKNOWLEDGED THAT HE SIGNED THE FOREGOING INSTRUMENT BY AUTHORITY DULY GIVEN AND AS THE ACT OF SAID PULTE HOME CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 19TH DAY OF AUGUST, 1996.

Alma C. Thompson
NOTARY PUBLIC

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MY COMMISSION EXPIRES:
APRIL 29, 1998.

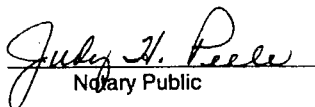


NORTH CAROLINA

RANDOLPH COUNTY

I, Judy H. Peele, a Notary Public, do hereby certify that Patricia Paris Simmons, personally appeared before me this day and acknowledged that she is City Clerk of the City of High Point, North Carolina, and that by authority duly given and as an act of the City of High Point, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and official seal, this the 19th day of August, 1996.


Notary Public

My commission expires: August 25, 1997

JUDY H. PEELE
NOTARY PUBLIC
STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH
COMMISSION EXPIRES AUGUST 25, 1997

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