

Drawn By and Mail To:
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BK: 07742 PG: 0004/0009 #:0392 18:00
JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 04/15/94 16:05

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AMENDMENT TO RELEASE
AND EASEMENT AGREEMENT AND
RELOCATION OF EASEMENT

THIS AMENDMENT TO RELEASE AND EASEMENT AGREEMENT AND RELOCATION OF EASEMENT (the "Amendment") is executed this 11th day of April, 1994, by CRESCENT RESOURCES, INC., a South Carolina corporation ("Crescent"), having a mailing address as set forth on the execution page hereof.

WITNESSETH:

WHEREAS, Crescent is the owner of an approximately 43.68 acre tract of land, as more particularly described on Exhibit A attached hereto and incorporated herein by reference, located in Mecklenburg County, North Carolina (the "Property"); and

WHEREAS, CenterMark/Mount Holly-Huntersville Limited Partnership, a North Carolina limited partnership ("CenterMark"), Crescent's predecessor-in-title to the Property, entered into that certain Release and Easement Agreement with George W. Robinson, a resident of Mecklenburg County ("Robinson"), and William Francis Jones and wife, Sandra M. Jones, residents of Mecklenburg County (together, "Jones"), dated January 24, 1992, and recorded on January 30, 1992 in Book 6750 at Page 359 of the Mecklenburg County, North Carolina, Public Registry (the "Release and Easement Agreement"); and

WHEREAS, CenterMark, under the terms of the Release and Easement Agreement, granted to Robinson and Jones a Perpetual Easement, a Driveway Easement and a Temporary Driveway Easement, all as described therein; and

WHEREAS, the aforementioned Release and Easement Agreement provides that CenterMark, or its successors or assigns, as the case may be, has the right to relocate the Perpetual Easement and the portion of the Driveway Easement that is within the Collector Road, as the Collector Road is described in the Release and Easement Agreement; and

WHEREAS, the Release and Easement Agreement also provides that CenterMark, or its successors or assigns, as the case may be, has the right to terminate the Temporary Driveway Easement after providing written notice to the present owner of the Robinson Tract, as the Robinson Tract is described in the Release and Easement Agreement, of the intent of CenterMark or its successors or assigns to improve the tract of land identified as Tract 1 on Exhibit A to the Release and Easement Agreement; and

WHEREAS, by special warranty deed recorded in Book 7672 at Page 377 of the Mecklenburg County, North Carolina, Public Registry, CenterMark conveyed all of its interests in the Release and Easement Agreement to Crescent; and

WHEREAS, Crescent also desires to relocate the Perpetual Easement and the portion of the Driveway Easement within the Collector Road pursuant to the terms of the Release and Easement Agreement;

NOW, THEREFORE, Crescent hereby amends the Release and Easement Agreement and declares, effective as of the date of this Amendment, the following:

1. The Perpetual Easement is hereby relocated to another area (the "Relocated Perpetual Easement Area") of the Property, said Relocated Perpetual Easement Area being shaded on the copy of that certain Site Plan (the "Site Plan") prepared for Crescent by Little & Associates, dated September 17, 1993, last revised February 14, 1994, entitled "Mountain Island Marketplace/NC Hwy 16 and Mt. Holly-Huntersville Rd./Revised Site Plan For Public Hearing/Petition No. 93-33(C)," attached hereto as Exhibit B and incorporated herein by reference. The Relocated Perpetual Easement Area, as required by the terms of the Release and Easement Agreement, presently contains roadway construction and improvements that either duplicate or improve

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upon the roadway construction and improvements within the original Perpetual Easement. Also as required by the Release and Easement Agreement, the Relocated Perpetual Easement Area provides reasonably similar direct access from Mount Holly-Huntersville Road to the original terminus of the Perpetual Easement into the Robinson Tract.

- 2. The portion of the Driveway Easement within the Collector Road is hereby relocated to another area (the "Relocated Driveway Easement Area") of the Property, said Relocated Driveway Easement Area being shaded on the copy of the Site Plan attached hereto as Exhibit C and incorporated herein by reference. The Relocated Driveway Easement Area, as required by the terms of the Release and Easement Agreement, presently contains roadway construction and improvements that either duplicate or improve upon the roadway construction and improvements within the original Driveway Easement. Also as required by the Release and Easement Agreement, the Relocated Driveway Easement Area is connected to and can be accessed directly by the roadway construction and improvements that are presently within the portion of the Driveway Easement that runs parallel to the southwesterly margin of the right-of-way of New U.S. Highway 16.

Except as modified herein, the Release and Easement Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the party hereto has executed this Amendment under seal as of the date written above.

CRESCENT RESOURCES, INC.

By: [Signature]
Vice President

Mailing Address:

P. O. Box 1003
Charlotte, N.C. 28201-1003

ATTEST:

[Signature]
Assistant Secretary

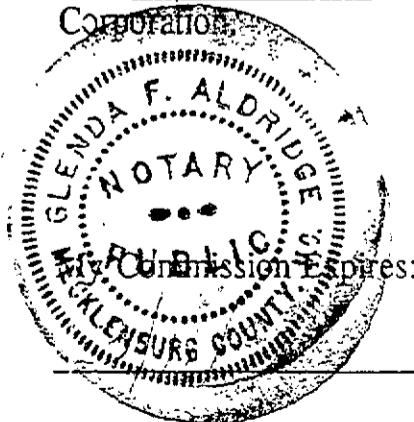
[CORPORATE SEAL]



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

This 11th day of April, 1994, personally came before me Fred A. Bueys who, being by me duly sworn, says that he is Vice President of CRESCENT RESOURCES, INC., a South Carolina corporation, that the seal affixed to the foregoing instrument in writing is the corporate seal of said Corporation, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said Vice President acknowledged the said writing to be the act and deed of said Corporation.



[Signature]
NOTARY PUBLIC

Exhibit A

Legal Description of Property

All that certain tract or parcel of land lying in Paw Creek Township, Mecklenburg County, North Carolina, and being more particularly described as follows:

BEGINNING at a new iron rebar located at the intersection of the southerly right-of-way margin of N.C. 16 (right-of-way width varies) and the southeasterly right-of-way margin of Mount Holly-Huntersville Road (right-of-way width varies at this point), said rebar also being located S 13-09-29 E 356.66 feet (Ground) [356.60 feet (Grid)] from NCGS "M030" having North Carolina grid coordinates as follows: N: 579,274.780 and E: 1,419,723.20; thence with said southerly right-of-way margin of N.C. 16, S 43-57-50 E 1,585.65 feet to a new iron rebar; thence leaving said southerly right-of-way margin of N.C. 16, S 67-37-20 W 905.12 feet to an existing iron pin; thence S 67-29-13 W 132.92 feet to an existing iron pin; thence S 67-40-08 W 159.06 feet to an existing iron pin; thence S 67-29-21 W 167.63 feet to an existing iron pin; thence S 67-37-00 W 108.10 feet to an existing iron pin; thence S 68-35-51 W 99.72 feet to a new iron rebar; thence N 29-49-37 W 1,336.45 feet to a new iron rebar located in the southeasterly right-of-way margin of Mount Holly-Huntersville Road (a 65-foot right-of-way at this point); thence within said right-of-way of Mount Holly-Huntersville Road, the following three (3) courses and distances: (1) N 29-49-37 W 35.36 feet to a P.K. nail set, (2) N 67-15-31 E 458.44 feet to a P.K. nail set and (3) S 22-56-45 E 35.03 feet to an existing iron pin located in the southeasterly right-of-way margin of Mount Holly-Huntersville Road; thence with said southeasterly right-of-way margin of Mount Holly-Huntersville Road, the following four (4) courses and distances: (1) with the arc of a circular curve to the left having a radius of 1,180.92 feet, an arc distance of 79.43 feet (Chord Bearing = N 65-19-31 E 79.42 feet) to an existing iron pin, (2) with the arc of a circular curve to the left having a radius of 1,180.92 feet, an arc distance of 280.77 feet (Chord Bearing = N 56-34-26 E 280.11 feet) to an existing iron pin, (3) N 53-08-28 E 209.02 feet to an existing iron pin and (4) N 54-13-59 E 155.82 feet to a new iron rebar located at the intersection of said southeasterly right-of-way margin of Mount Holly-Huntersville Road and the southerly right-of-way margin of N.C. 16, the POINT AND PLACE OF BEGINNING, containing approximately 43.68 acres, designated as "TRACT I" and "TRACT II" on that certain plat of survey entitled "ALTA Boundary Survey/Project: Crescent Resources, Inc.," (Project Number 33111.00), prepared by GNA Design Associates, Inc., dated February 7, 1994, reference to which is hereby made for a more particular description.

TOGETHER WITH, all right, title and interest in and to an appurtenant permanent slope/fill easement and a temporary construction easement reserved by CenterMark/Mount Holly-Huntersville Limited Partnership in Deed recorded in Book 7155 at Page 888 in the Mecklenburg County, North Carolina, Public Registry, reference to which is hereby made for a more particular description.

TOGETHER WITH, all right, title and interest in and to an appurtenant easement for sewer lines and related appurtenances as set forth in that certain Easement Agreement recorded in Book 6750 at Page 381 in the Mecklenburg County, North Carolina, Public Registry, reference to which is hereby made for a more particular description.

TOGETHER WITH, all right, title and interest in and to an appurtenant easement for sewer lines and related appurtenances extending from the southern boundary of the property described hereinabove and extending in a generally southerly direction to the point of intersection with an existing public sewer line located south of and running parallel with Long Creek, as set forth in those certain Easement Agreements recorded in Book 6597 at Pages 873 and 883, in Book 6454 at Pages 262 and 269, in Book 6899 at Page 409, in Book 6758 at Page 776, in Book 6763 at Page 803 and in Book 6750 at Page 372, all in the Mecklenburg County, North Carolina, Public Registry, reference to which are hereby made for a more particular description.

TOGETHER WITH, all rights and interests under that certain Release and Easement Agreement dated January 24, 1992, between CenterMark/Mount Holly-Huntersville Limited Partnership and George W. Robinson and William Francis Jones and wife, Sandra M. Jones, recorded in Book 6750 at Page 359 and in Book 7311 at Page 747 in the Mecklenburg County, North Carolina, Public Registry (the "Release Agreement"), including without limitation the right to terminate the Temporary Driveway Easement (as described in the Release Agreement) and the right to relocate both the Perpetual Easement (as described in the Release Agreement) and a portion of the Driveway Easement (as described in the Release Agreement).

State of North Carolina, County of Mecklenburg
The foregoing certificate(s) of Glenda F. Aldridge

Notary(ies) Public is/are certified to be correct.
This 15th day of April, 1994

Judith A. Gibson, Register of Deeds
By *Martine White* Deputy Register of Deeds