

STATE OF NORTH CAROLINA

File No.

18 CVS 497

Moore County

In The General Court Of Justice
District Superior Court Division

Name And Address Of Plaintiff 1
State of North Carolin, ex rel., Michael Regan Secretary,
North Carolina Department of Environmental Quality
1601 Mail Service Center
Raleigh, NC 27699-1601

Name And Address Of Plaintiff 2

VERSUS

Name Of Defendant 1
Woodlake CC Corp.

Summons Submitted Yes No

Name Of Defendant 2

Summons Submitted Yes No

Jury Demanded In Pleading
Complex Litigation

GENERAL

CIVIL ACTION COVER SHEET

INITIAL FILING SUBSEQUENT FILING

Rule 5(b), General Rules of Practice For Superior and District Courts

Name And Address Of Attorney Or Party, If Not Represented (complete for initial appearance or change of address)

Carolyn McLain
North Carolina Department of Justice
Post Office Box 629
Raleigh, NC 27602-0629

Telephone No. 919-716-6600 Cellular Telephone No.

NC Attorney Bar No. 41267 Attorney E-Mail Address cmclain@ncdoj.gov

Initial Appearance in Case Change of Address

Name Of Firm
NC Dept. of Justice, Attorney General's Office

FAX No. 919-716-6939

Counsel for All Plaintiffs All Defendants Only (list party(ies) represented)

Amount in controversy does not exceed \$15,000
Stipulate to arbitration

TYPE OF PLEADING

- (check all that apply)
Amend (AMND)
Amended Answer/Reply (AMND-Response)
Amended Complaint (AMND)
Assess Costs (COST)
Answer/Reply (ANSW-Response) (see Note)
Change Venue (CHVN)
Complaint (COMP)
Confession Of Judgment (CNJF)
Consent Order (CONS)
Consolidate (CNSL)
Contempt (CNTP)
Continue (CNTN)
Compel (CMPL)
Counterclaim (CTCL) Assess Court Costs
Crossclaim (list on back) (CRSS) Assess Court Costs
Dismiss (DISM) Assess Court Costs
Exempt/Waive Mediation (EXMD)
Extend Statute Of Limitations, Rule 9 (ESOL)
Extend Time For Complaint (EXCO)
Failure To Join Necessary Party (FJNP)

- (check all that apply)
Failure To State A Claim (FASC)
Implementation Of Wage Withholding In Non-IV-D Cases (OTHR)
Improper Venue/Division (IMVN)
including Attorney's Fees (ATTY)
Intervene (INTR)
Interplead (OTHR)
Lack Of Jurisdiction (Person) (LJPN)
Lack Of Jurisdiction (Subject Matter) (LJSM)
Modification Of Child Support In IV-D Actions (MSUP)
Notice Of Dismissal With Or Without Prejudice (VOLD)
Petition To Sue As Indigent (OTHR)
Rule 12 Motion In Lieu Of Answer (MDLA)
Sanctions (SANC)
Set Aside (OTHR)
Show Cause (SHOW)
Transfer (TRFR)
Third Party Complaint (list Third Party Defendants on back) (TPCL)
Vacate/Modify Judgment (VCMD)
Withdraw As Counsel (WDCN)
Other (specify and list each separately)

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must either include a General Civil (AOC-CV-751), Motion (AOC-CV-752), or Court Action (AOC-CV-753) cover sheet.

CLAIMS FOR RELIEF

- | | | |
|--|--|---|
| <input type="checkbox"/> Administrative Appeal (ADMA) | <input type="checkbox"/> Limited Driving Privilege - Out-Of-State Convictions (PLDP) | <input type="checkbox"/> Product Liability (PROD) |
| <input type="checkbox"/> Appointment Of Receiver (APRC) | <input type="checkbox"/> Medical Malpractice (MDML) | <input type="checkbox"/> Real Property (RLPR) |
| <input type="checkbox"/> Attachment/Garnishment (ATTC) | <input type="checkbox"/> Minor Settlement (MSTL) | <input type="checkbox"/> Specific Performance (SPPR) |
| <input type="checkbox"/> Claim And Delivery (CLMD) | <input checked="" type="checkbox"/> Money Owed (MNYO) | <input type="checkbox"/> Other (specify and list each separately) |
| <input type="checkbox"/> Collection On Account (ACCT) | <input type="checkbox"/> Negligence - Motor Vehicle (MVNG) | |
| <input type="checkbox"/> Condemnation (CNDM) | <input type="checkbox"/> Negligence - Other (NEGO) | |
| <input type="checkbox"/> Contract (CNTR) | <input type="checkbox"/> Motor Vehicle Lien G.S. 44A (MVLN) | |
| <input type="checkbox"/> Discovery Scheduling Order (DSCH) | <input type="checkbox"/> Possession Of Personal Property (POPP) | |
| <input type="checkbox"/> Injunction (INJU) | | |

Date

April 30 2018

Signature Of Attorney/Party

Candice McSwain

FEES IN G.S. 7A-308 APPLY

Assert Right Of Access (ARAS)
 Substitution Of Trustee (Judicial Foreclosure) (RSOT)
 Supplemental Procedures (SUPR)

PRO HAC VICE FEES APPLY

Motion For Out-Of-State Attorney To Appear In NC Courts In A Civil Or Criminal Matter (Out-Of-State Attorney/Pro Hac Vice Fee)

No. Additional Plaintiff(s)

No. Additional Defendant(s) Third Party Defendant(s)

Summons Submitted

Yes No

Yes No

Yes No

Yes No

Yes No

Plaintiff(s) Against Whom Counterclaim Asserted

Defendant(s) Against Whom Crossclaim Asserted

STATE OF NORTH CAROLINA

File No.

18CV5497

Moore County

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff: State of North Carolina, ex rel. DEQ
Address: 1601 Mail Service Center
City, State, Zip: Raleigh, NC 27699-1601
VERSUS
Name Of Defendant(s): Woodlake CC Corp.

CIVIL SUMMONS
ALIAS AND PLURIES SUMMONS (ASSESS FEE)
G.S. 1A-1, Rules 3 and 4
Date Original Summons Issued
Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:
Name And Address Of Defendant 1: Woodlake CC Corp.
Name And Address Of Defendant 2

A Civil Action Has Been Commenced Against You!
You are notified to appear and answer the complaint of the plaintiff as follows:
1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served.
2. File the original of the written answer with the Clerk of Superior Court of the county named above.
If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney: Carolyn McLain, Assistant Attorney General
Date Issued: 5-3-18
Time: 4:01 PM
Signature: R S P
Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT (ASSESS FEE)
This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.
Date Of Endorsement
Time
Signature
Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

(Over)

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
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- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service (*specify*)

Defendant WAS NOT served for the following reason:

DEFENDANT 2

<i>Date Served</i>	<i>Time Served</i> <input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
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- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service (*specify*)

Defendant WAS NOT served for the following reason:

<i>Service Fee Paid</i> \$	<i>Signature Of Deputy Sheriff Making Return</i>
<i>Date Received</i>	<i>Name Of Sheriff (type or print)</i>
<i>Date Of Return</i>	<i>County Of Sheriff</i>

STATE OF NORTH CAROLINA
COUNTY OF MOORE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
18 CVS 497

STATE OF NORTH CAROLINA, *ex rel.*,
MICHAEL REGAN, SECRETARY NORTH
CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY, DIVISION
OF ENERGY, MINERAL & LAND
RESOURCES

Plaintiff,

v.

WOODLAKE CC CORP.,

Defendant

COMPLAINT

FILED
2018 MAY -3 P 4:02
MOORE CO., C.B.C.
BY RF

The State of North Carolina, complaining of the Defendant alleges and claims:

PARTIES

1. The Plaintiff is the sovereign State of North Carolina. This action is being brought on the relation of Michael Regan, Secretary of the North Carolina Department of Environmental Quality (“DEQ”), the State agency established pursuant to N.C. Gen. Stat. § 143B-279.1, *et seq.*, and vested with the statutory authority to enforce the State’s environmental laws, including the Dam Safety Law of 1967, N.C. Gen. Stat. § 143-215.23, *et seq.* (“Act”). The Division of Energy, Mineral and Land Resources (“DEMLR”) is a division within DEQ and all actions taken by DEMLR are necessarily actions of the Plaintiff. The Environmental Management Commission (“EMC”) is an agency of the State established pursuant to the provisions of N.C. Gen. Stat. § 143B-282, *et seq.*

2. Defendant, Woodlake CC Corp. (“Defendant”) is a corporation registered in the State of North Carolina doing business in Moore County. National Corporate Research, Ltd. is the registered agent for Defendant in North Carolina whose office is situated at 212 South Tryon Street, Suite 1000, Charlotte, Mecklenburg County. Defendant owns Woodlake Dam (“Dam”) located at the intersection of Lobelia Road (SR 690) and McGill Road (SR 2017) in Moore County.

JURISDICTION

3. The Dam Safety Act of 1967 authorizes the EMC to “take such measures as may be essential to provide emergency protection to life and property” if at any time the condition of any dam becomes so dangerous. N.C. Gen. Stat. § 143-215.32(e). Pursuant to N.C. Admin. Code tit. 15A, r. 02K .0221, this authority has been delegated by the EMC to the Director of DEMLR. N.C. Admin. Code tit. 15A, r. 02K .0302(c) authorizes the Director of the DEMLR to take emergency measures when the condition of a dam threatens life or property and to recover the costs of such measures from the owners of the dam. The Act also provides that the EMC “may recover the costs of such measures from the owner or owners by appropriate legal action.” N.C. Gen. Stat. § 143-215.32(c).

VENUE

4. Moore County, North Carolina is the proper venue because the Dam is located in Moore County.

GENERAL ALLEGATIONS

Applicable Laws and Regulations

5. The purpose of the Dam Safety Act of 1967 is to “provide for the certification and inspection of dams in the interest of public health, safety, and welfare, in order to reduce the risk

of failure of dams; to prevent injuries to persons, damage to downstream property and loss of reservoir storage; and to ensure maintenance of minimum stream flows of adequate quantity and quality below dams.” N.C. Gen. Stat. § 143-215.24.

Factual Allegations

6. Defendant owns Woodlake Dam in Moore County, North Carolina, located approximately 2,450 feet northwest of the intersection of Lobelia Road (SR 690) and McGill Road (SR 2017) in Moore County. The Dam is approximately 23 feet high and has an impoundment capacity of approximately 10,000 acre-feet at the top of the Dam elevation. According to the Moore County Register of Deeds, the deed to the properties on which the Dam is located can be found in Deed Book 4496, Page 287, identified as the Woodlake Country Club, also known as the “BHF Collateral”. A copy of the deed showing Defendant’s ownership of the Dam is attached hereto and incorporated herein by reference as Exhibit A.

7. At the time the initial cause of action arose, the Dam was classified as “high hazard” because failure of the Dam would pose a threat to human life and property downstream. An uncontrolled breach of the Dam would have likely caused serious damage to downstream single-family residences at 3862 Lobelia Road and 1484, 1492, and 1494 McGill Road, as well as State Road 690 (Lobelia Road) and State Road 2017 (McGill Road). State Road 690 is a public roadway with a traffic count of approximately 4,000 vehicles per day. State Road 2017 is a public roadway with a traffic count of approximately 330 vehicles per day. Representative photographs depicting the Dam before and after it was breached are attached hereto and incorporated herein by reference as Exhibit B. A copy of the Dam Safety Order (“DSO”) issued by DEMLR on November 17, 2016, is attached hereto and incorporated herein by reference as Exhibit C.

8. Because Defendant failed to comply with the DSO and the Act, and due to significant damage to the Dam caused by Hurricane Matthew, the State initiated an action for injunctive relief in Moore County Superior Court (17 CVS 82) on January 27, 2017. The parties agreed to a Consent Judgment entered March 15, 2017, before the Honorable James W. Webb, Superior Court Judge, that ordered:

1. Defendant shall maintain the reservoir surface elevation at a maximum plan elevation of 211 feet and maintain it at or below that elevation until breaching, repair, alteration, and/or reconstruction is accomplished pursuant to plans and specifications developed by a licensed engineer and approved by DEMLR. Any devices necessary to control erosion and prevent discharge of sediment shall be installed in the interim.
2. Defendant shall bring Woodlake Dam into compliance with the Dam Safety Law through one of two options, enumerated below. Defendant shall, as soon as possible but no later than within 15 days after issuance of this Consent Judgment, notify DEMLR in writing of which option they choose.
 - A. Temporary Full Breach – In choosing this option, Defendant shall proceed with a temporary full breach of Woodlake Dam in accordance with the plans identified and approved in DEMLR’s November 2, 2016 Approval to Complete Interim Emergency Repairs, RE: *Approval to Repair – Temporary Breach* letter. (Attached as Exhibit A) Defendant shall, within 60 days after issuance of this Consent Judgment, initiate the construction and breach activities approved in the November 2, 2016 Approval and said construction shall be completed within 105 days after issuance of this Consent Judgment. “As-Built” drawings shall be submitted to DEMLR within 135 days after issuance of this Consent Judgment. All construction and breach activities at this Dam shall be conducted in a manner that will preclude the washing of sediment downstream.
 - B. Submittal of New Temporary Full Breach Plans – In choosing this option, Defendant, no later than 12:00 PM on April 10, 2017, shall submit new approvable plans, including a temporary full breach plan as a minimum, to bring Woodlake Dam into compliance with the Dam Safety Law. Defendant shall, within 60 days after issuance of this Consent Judgment, initiate the construction and breach activities associated with the newly submitted and approved plans and said construction shall be completed within 105 days after

issuance of this Consent Judgment. “As-Built” drawings shall be submitted to DEMLR within 135 days after issuance of this Consent Judgment. All construction or breach activities at this Dam shall be conducted in a manner that will preclude the washing of sediment downstream.

Defendant shall, within 20 days after issuance of the Consent Judgment, begin providing DEMLR with weekly status updates to include: water elevation reports; Defendant’s progress on obtaining a contractor(s) to complete work required by this Consent Judgment; dates for bid, preconstruction and construction meetings; and work status updates related to the selected option referenced in paragraph 2 of this Section.

A copy of the Consent Judgment is attached hereto and incorporated herein by reference as Exhibit D.

9. On April 10, 2017, Defendant submitted a new temporary full breach plan. DEMLR notified Defendant on April 11, 2017, that the new temporary full breach plan had been received and was disapproved because it failed to meet the requirements of N.C. Gen. Stat. §§ 143-215.23-37 and N.C. Admin. Code tit. 15A, r. 02K. A copy of the letter is attached hereto and incorporated herein by reference as Exhibit E.

10. On April 17, 2017, Defendant notified the Attorney General’s Office (“AGO”) that the final approvable breach plans would be submitted to DEMLR by May 1, 2017. A copy of the email is attached hereto and incorporated herein by reference as Exhibit F.

11. On April 19, 2017, DEMLR confirmed with Defendant that the final approvable breach plans would be submitted on May 1, 2017. Pursuant to the Consent Judgment, the plans must have been approvable and have met the requirements of N.C. Gen. Stat. § 143-215.23 *et seq.* and N.C. Admin. Code tit. 15A, r. 02K. A copy of the letter is attached hereto and incorporated herein by reference as Exhibit G.

12. On May 1, 2017, Defendant submitted a temporary breach plan. On May 3, 2017, DEMLR issued an approval to perform a temporary breach of the Dam with stipulations. A copy of the letter is attached hereto and incorporated herein by reference as Exhibit H.

13. On May 24, 2017, the AGO notified Defendant that it had come to its attention that due to non-payment, the engineer of record, Schnabel Engineering South, P.C. (“Schnabel”), may have ceased working at the site and the local contractor, Olde South Landscaping (“Olde South”), who had begun site preparation work may not be able to continue at the site. The local contractor, Crowder Heavy Construction (“Crowder”), who Defendant chose to perform the major site work, was also not under contract. In addition, a status report had not been received that week. The AGO reminded Defendant that pursuant to the Consent Judgment, it was required to submit weekly status reports regarding temporarily breaching the Dam, complete construction with the temporary breaching of the Dam “within 105 days after issuance” of the Consent Judgment, and submit “as-built” drawings “within 135 days after issuance” of the Consent Judgment. The AGO requested a weekly report immediately and, by close of business on May 30, 2017, Eastern Standard Time, anticipated dates by which the work would proceed on the Dam, including the date by which the contract with Crowder would be executed and the day by which Schnabel and Olde South would return to work. The AGO also notified the Defendant that if it was determined that Defendant was in breach of the Consent Judgment, DEQ could seek appropriate relief with Superior Court in Moore County. A copy of the letter is attached hereto and incorporated herein by reference as Exhibit I.

14. On May 30, 2017, Defendant notified the AGO that it was fully aware of the time constraints for the Consent Judgment and was working diligently to secure the required funding.

A copy of the letter is attached hereto and incorporated herein by reference as Exhibit J.

15. On June 1, 2017, Schnabel notified DEMLR that based on Crowder's schedule, the June 28, 2017 completion deadline was highly unlikely to be met. Schnabel further stated that the Dam posed a public safety issue for the people and emergency responders downstream and if a large storm were to impact the drainage basin it could fill the lake and create an unsafe condition at the Dam again. A copy of the letter is attached hereto and incorporated herein by reference as Exhibit K.

16. On June 8, 2017, DEQ issued an Emergency Declaration for the temporary full breach of the Dam pursuant to its authority established in N.C. Gen. Stat. § 143-215.32(c) and § 143-64.31(a). DEQ determined that expediting the breach of the dam was a measure essential to provide emergency protection in order to protect life and property downstream. A copy of the letter is attached hereto and incorporated herein by reference as Exhibit L.

17. On June 9, 2017, DEMLR notified Defendant that since construction to breach the Dam had ceased and based upon information from Defendant and Schnabel, it had determined that Defendant would not be able to complete the breach construction by the deadline specified in the Consent Judgment. DEMLR stated that since June 1, 2017, was the beginning of the annual hurricane season, the construction could not be delayed any longer. To provide emergency protection to life and property downstream of the Dam, DEMLR would take measures which would include, but were not limited to, temporarily fully breaching the Dam. DEMLR notified Defendant that it intended to seek reimbursement from Defendant for the costs of temporarily fully breaching the Dam. A copy of the letter is attached hereto and incorporated herein by reference as Exhibit M.

18. On June 9, 2017, Schnabel submitted a proposal for the emergency breach of the Dam in the amount of one hundred thirty-one thousand nine hundred dollars (\$131,900.00) to DEMLR. To date, DEMLR has made 4 payments totaling the amount of one hundred thirteen thousand eight hundred sixty-eight dollars (\$113,868.00), leaving a remaining balance of eighteen thousand thirty-two dollars (\$18,032.00). Copies of the proposal, invoices for payments and invoices of payments submitted are attached hereto and incorporated herein by reference as Exhibit N.

19. On June 14, 2017, Thalle Construction Co., Inc. (“Thalle”) submitted a proposal for the emergency breach of the Dam in the amount of nine hundred ninety-six thousand five hundred sixty dollars (\$996,560.00) to DEMLR. To date, DEMLR has made 2 payments totaling the amount of nine hundred forty-six thousand seven hundred thirty-two dollars (\$946,732.00), leaving a remaining balance of forty-nine thousand eight hundred twenty-eight dollars (\$49,828.00). Copies of the proposal, invoices for payments and invoices of payments submitted are attached hereto and incorporated herein by reference as Exhibit O.

20. N.C. Gen. Stat. § 143-215.28A provides that State agencies shall charge a fee for processing applications for approval of construction or removal of dams in accordance with N.C. Gen. Stat. § 143-215.3(a)(1a). The fee for the Dam Safety Permit is twelve thousand seven hundred sixty-five dollars and fifty-six cents (\$12,765.56). A copy of the payment transfer information is attached hereto and incorporated herein by reference as Exhibit P.

21. The total expenditures allocated for breaching the Dam currently amount to one million one hundred forty-one thousand two hundred twenty-five dollars and fifty-six cents (\$1,141,225.56), which include one hundred thirty-one thousand nine hundred dollars

(\$131,900.00) for Schnabel's proposal, nine hundred ninety-six thousand five hundred sixty dollars (\$996,560.00) for Thalle's proposal, and twelve thousand seven hundred sixty-five dollars and fifty-six cents (\$12,765.56) for the Dam Safety Permit fee.

22. Plaintiff temporarily fully breached the Dam and now seeks to recover those costs from Defendant, as allowed pursuant to N.C. Gen. Stat. § 143-215.32(c). Therefore, Plaintiff is entitled to judgment against the Defendant in the amount of one million one hundred forty-one thousand two hundred twenty-five dollars and fifty-six cents (\$1,141,225.56).

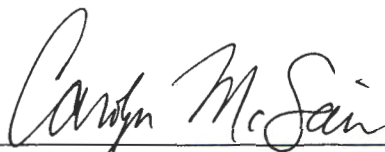
CLAIM FOR RELIEF

WHEREFORE, the Plaintiff, State of North Carolina, prays that the Court grant to it the following relief:

1. Accept this verified complaint as an affidavit upon which to base all orders of the Court.
2. Enter judgment against Defendant in the amount of one million one hundred forty-one thousand two hundred twenty-five dollars and fifty-six cents (\$1,141,225.56), plus interest at the legal rate from the date this Complaint is filed.
3. That the Defendant be taxed with the cost of this action.
4. Grant such other and further relief as this Court deems just and proper.

Respectfully submitted this the 30th day of April, 2018.

JOSH STEIN
Attorney General



Carolyn McLain
Assistant Attorney General
NC Bar No: 41267
NC Department of Justice
Environmental Division
Post Office Box 629
Raleigh, NC 27602-0629
Phone: (919) 716-6600
Fax: (919) 716-6766
cmclain@ncdoj.gov
ATTORNEY FOR PLAINTIFF

STATE OF NORTH CAROLINA

VERIFICATION

COUNTY OF MOORE

Brian Shane Cook, P.E., LSIT, first duly sworn, deposes and says he is the Senior Assistant State Dam Safety Engineer, Division of Energy, Mineral and Land Resources, the Department of Environmental Quality, that he has read the foregoing COMPLAINT and that he is familiar with all of the facts and circumstances stated therein; that the same is true of his own knowledge except as to those matters and things stated and alleged upon information and belief, and as to those matters and things he believes them to be true.

This the 21 day of April, 2018.

Brian Shane Cook
Brian Shane Cook, PE, LSIT

Wake County, North Carolina

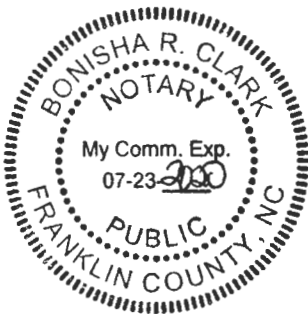
Subscribed and sworn to before me this day by Brian Shane Cook.

This the 27th day of April, 2018.

Bonisha R. Clark
Signature of Notary Public

Bonisha R. Clark
Printed Name of Notary Public

My commission expires: 7-23-2020



(SEAL)

FOR REGISTRATION REGISTER OF DEEDS

Judy D. Martin

Moore County, NC

May 29, 2015 08:04:44 AM

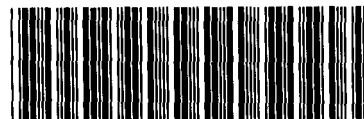
Book 4496 Page 287-295

FEE: \$26.00

INSTRUMENT # 2015006725

EXHIBIT

A



INSTRUMENT # 2015006725

**NORTH CAROLINA
SPECIAL WARRANTY DEED**

Excise Tax: \$ None, Per Order

Recording Time, Book and Page

Tax Map No.

Parcel Identifier No.

Mail after recording to:

Grantee

Brian D Davis

Parker Poe

PO Box 389

This instrument was prepared by: John A. Northen, Northen Blue, LLP

Raleigh, NC 27602-0389

THIS DEED made this 1st day of May, 2015 by and between**GRANTOR: Woodlake Partners, LLC**

Mailing Address: c/o Richard M. Hutson, II, Hutson Law Office, PO Drawer 2252-A, Durham, NC 27702

GRANTEE: Woodlake CC Corp.

Mailing Address: 150 Woodlake Blvd., Vass, NC 28394

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, all that certain lot or parcel of land situated in Little River Township, Moore County, North Carolina, and more particularly described as follows:

Being all of the real property known and generally described as Woodlake Country Club and vested in the Grantor, excluding however (i) Lot 509, Section 5, Woodlake Country Club, (ii) the Danker Collateral, (iii) the Hennings Collateral, (iv) the Violet Collateral, and (v) the Violet Alpha Collateral. See **Exhibit A**, attached and incorporated herein by reference, for legal description of property conveyed (the "BHF Collateral").

See **Exhibit B**, attached and incorporated herein by reference, for the Sale Approval Order entered by the U.S. Bankruptcy Court for the Middle District of North Carolina, pursuant to which:

1. The property described in Exhibit A is transferred and conveyed subject to (i) Moore County ad valorem taxes for 2014 and 2015, (ii) Property Owners Association dues for 2015, if applicable, and (iii) all valid and subsisting restrictions, reservations, covenants, conditions, rights of ways and easements properly of record.

2. Any and all other liens, claims or interests attached to the Property were transferred to the sale proceeds with the same priority, validity, force and effect as existed with respect to the Property immediately prior to Closing, and such claims, liens or encumbrances of record shall have no further legal force or effect, including but not limited to the following:

- a. Judgment in favor of Paul Davis and Agnes Gioconda, filed September 12, 2012 in Case No. 11 CVS 1290, Superior Court of Moore County, N.C.
- b. Deed of Trust in favor of BHF Bank, filed June 4, 2001 at Book 1768, Page 495, as modified by Modification Deed of Trust filed January 30, 2007 at Book 3169, Page 407, Moore County Registry.
- c. Deed of Trust in favor of M.M. Warburg & Co., filed March 18, 2005 at Book 2760, Page 51, Moore County Registry.
- d. Deed of Trust in favor of Mel Danker and Jacqueline Danker, filed November 16, 1998 at Book 1444, Page 210, Moore County Registry.
- e. Deed of Trust in favor of Grover F. Hennings, et al, filed August 31, 2005 at Book 2880, Page 69, Moore County Registry.
- f. Deed of Trust in favor of First Bank, filed October 24, 1996 at Book 1216, Page 276, amended by Substitution of Collateral filed February 6, 2004 at Book 2490, Page 274, Moore County Registry.
- g. Deed of Trust in favor of First Bank, filed October 12, 2007 at Book 3314, Page 64, Moore County Registry.
- h. Notice of Claim of Lien for Unpaid Association Dues filed April 18, 2012 at File 12/132, Clerk of Superior Court, Moore County, N.C.
- i. Judgment in favor of Palmer Course Design Company, filed July 1, 2013 in Case No. 13 CVS 758, Superior Court of Moore County, N.C.

3. Pursuant to the Confirmed Plan no revenue stamps or transfer tax shall be assessed or imposed on this sale or the deed conveying the Property to the Purchaser.

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 that Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions herein stated.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed by its duly authorized officer, the day and year first above written.

Woodlake Partners, LLC

By: Richard M. Hutson II (SEAL)
Richard M. Hutson, II
Chief Restructuring Officer

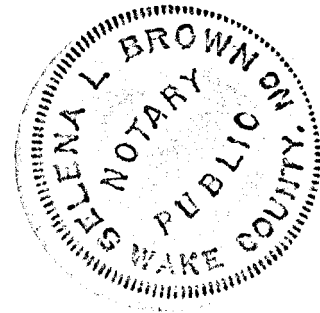
NORTH CAROLINA Durham COUNTY

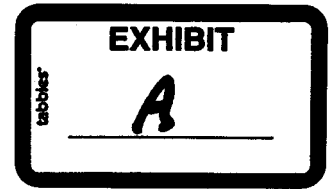
I, certify that the following person personally appeared before me this day, each acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Richard M. Hutson, II, Chief Restructuring Officer for Woodlake Partners, LLC, Grantor. Witness my hand and official stamp or seal, this 29 day April, 2015.

My Commission Expires: 10/24/18

Selena L Brown
Notary Public

Print Notary Name: Selena L. Brown





All properties described in the following conveyances:

Deed Book 474 Page 900; Deed Book 482 Page 36 (as potentially corrected by Deed Book 525 Page 437); Deed Book 536 Page 162; Deed Book 541 Page 273; Deed Book 544 Page 780; Deed Book 551 Page 558; Deed Book 590 Page 239; Book 627 Page 606; Book 657 Page 451; Book 1030 Page 232, Book 1031 Page 295; Book 1059 Page 171; Book 1082 Page 36; Book 1087 Page 531; Book 1131 Page 193; Book 1313 Page 189; Book 1349 Page 303; Book 1437 Page 431; and Book 1523 Page 78; the descriptions of which (including exceptions) are incorporated herein by reference (the "Property").

TOGETHER WITH any property rights and benefits acquired by or reserved in any recorded document conveyed to or executed by Woodlake Partners, LLC, (or by its predecessor prior to conversion, Woodlake Partners, Limited Partnership) in relation to the Property, inclusive of easements, use of all private streets and other rights of way, and further including, but not limited to any reserved rights under recorded Restrictions applicable to the property herein conveyed, or any Assignment related thereto (collectively the "Property Rights").

EXCEPTING, HOWEVER, from the above descriptions, any tracts, parcels or lots subsequently conveyed from any of the parcels described in the above conveyances and not subsequently re-acquired (or if re-acquired, then subsequently conveyed and not re-acquired again) prior to the filing of the bankruptcy of Grantor.

FURTHER EXCEPTING, the following described specific properties:

Unit 244, Shore Villas, Phase 1, Woodlake Country Club, as recorded in the Office of the Register of Deeds in Plat Cabinet 2 Slide 166.

Lot 509, Section Five, Woodlake Country Club, as recorded in the Office of the Register of Deeds in Plat Cabinet 1 Slide 47-B.

Lots 41 and 42, Section Seven, Woodlake Country Club as recorded in the Office of the Register of Deeds in Plat Cabinet Slide 106

SO ORDERED.

SIGNED this 9th day of April, 2015.



Lena Mansori James
 LENA MANSORI JAMES
 UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
 FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
 DURHAM DIVISION

IN RE: WOODLAKE PARTNERS, LLC, DEBTOR	CASE NO. 14 - 81035 CHAPTER 11
SALE APPROVAL ORDER [BHF COLLATERAL]	

The matter came before the Court for hearing on March 31, 2015, to consider approval of the public sale of certain property by Woodlake Partners, LLC (the "Debtor") conducted on March 26, 2015, pursuant to the Order confirming the Plan of Liquidation, the Plan and the Bidding Procedures.

The Debtor has filed a Report of Sale indicating that upon conclusion of the auction, the following bid (the "High Bid") was made by Steiner & Company (the "High Bidder") for the BHF Collateral (the "Property") and the Debtor has requested approval thereof:

1. BHF Collateral:
 - a. High Bidder: Steiner & Company
 - b. High Bid \$500,000
 - c. Buyer's Premium \$40,000
 - d. Total Purchase Price \$540,000
 - e. Deposit \$54,000
 - f. Back-up Bidder: None
 - g. Designee: to be determined

Based upon the evidence presented and the comments of parties wishing to be heard, no objections to the public sale having been filed or raised at the hearing, and for good and sufficient reasons the Court makes the following findings, conclusions and Orders:

1. On September 19, 2014 (the "Petition Date"), the Debtor filed a voluntary petition seeking relief under Chapter 11 of the Bankruptcy Code and an Order for relief was entered. On September 25, 2014, the Court entered an Order (Dkt. No. 29) authorizing the employment and appointment of Richard M Hutson, II as the Chief Restructuring Officer.

2. On March 19, 2015, this Court entered its Order Approving Disclosure Statement and Confirming Plan of Liquidation [Docket No. 170, the "Confirmation Order"], confirming the Debtor's Plan of Liquidation (the "Confirmed Plan"). The Debtor filed a certificate of service on March 23, 2015, confirming service of the Confirmation Order on all creditors and other parties in interest. No appeal has been filed with respect to the Confirmation Order, and time to file such an appeal has expired.

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding under 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. Consistent with the Confirmed Plan, the Property was sold and shall be transferred and conveyed free and clear of any and all liens pursuant to §363(f) of the Bankruptcy Code, with any such liens attaching to the net sale proceeds; provided however, the Property shall be transferred and conveyed subject to (i) Moore County ad valorem taxes for 2014 and 2015, and (ii) Property Owners Association dues for 2015, if applicable.

5. All parties in interest received adequate notice of the Confirmation Order, the Confirmed Plan and the public auction, the Property was adequately marketed, the public sale was attended by potential bidders, and the public sale was conducted in accordance with the approved Bidding Procedures.

6. The Debtor received no other offers which would generate an equal or greater value for the estate, and the Debtor believes that the proposed sale is in the best interest of the Debtor, creditors and the bankruptcy estate.

7. The sale of the Property is for fair and adequate consideration, consistent with the Confirmed Plan and in the best interest of the estate. Further, the Court finds that the High Bidder is a "good faith purchaser" entitled to the protections of § 363(m).

Based on the foregoing, it is hereby ORDERED as follows:

1. The Debtor is authorized to sell, transfer and convey the Property to the High Bidder or its designee (the "Purchaser") in accordance with the Confirmation Order and the Confirmed Plan.

2. The Purchaser is hereby granted and is entitled to the protections of a good faith purchaser under section 363(m) of the Bankruptcy Code.

3. Pursuant to the Confirmed Plan no revenue stamps or transfer tax shall be assessed or imposed on this sale or the deed conveying the Property to the Purchaser.

4. The Property shall be transferred and conveyed subject to (i) Moore County ad valorem taxes for 2014 and 2015, and (ii) Property Owners Association dues for 2015, if applicable. Any and all other liens, claims or interests attached to the Property are hereby transferred to the sale proceeds with the same priority, validity, force and effect as existed with respect to the Property immediately prior to Closing, and such claims, liens or encumbrances of record shall have no further legal force or effect, including but not limited to the following:

- a. Judgment in favor of Paul Davis and Agnes Gioconda, filed September 12, 2012 in Case No. 11 CVS 1290, Superior Court of Moore County, N.C.
- b. Deed of Trust in favor of BHF Bank, filed June 4, 2001 at Book 1768, Page 495, as modified by Modification Deed of Trust filed January 30, 2007 at Book 3169, Page 407, Moore County Registry.
- c. Deed of Trust in favor of M.M. Warburg & Co., filed March 18, 2005 at Book 2760, Page 51, Moore County Registry.
- d. Deed of Trust in favor of Mel Danker and Jacqueline Danker, filed November 16, 1998 at Book 1444, Page 210, Moore County Registry.
- e. Deed of Trust in favor of Grover F. Hennings, et al, filed August 31, 2005 at Book 2880, Page 69, Moore County Registry.
- f. Deed of Trust in favor of First Bank, filed October 24, 1996 at Book 1216, Page 276, amended by Substitution of Collateral filed February 6, 2004 at Book 2490, Page 274, Moore County Registry.
- g. Deed of Trust in favor of First Bank, filed October 12, 2007 at Book 3314, Page 64, Moore County Registry.
- h. Notice of Claim of Lien for Unpaid Association Dues filed April 18, 2012 at File 12/132, Clerk of Superior Court, Moore County, N.C.
- i. Judgment in favor of Palmer Course Design Company, filed July 1, 2013 in Case No. 13 CVS 758, Superior Court of Moore County, N.C.

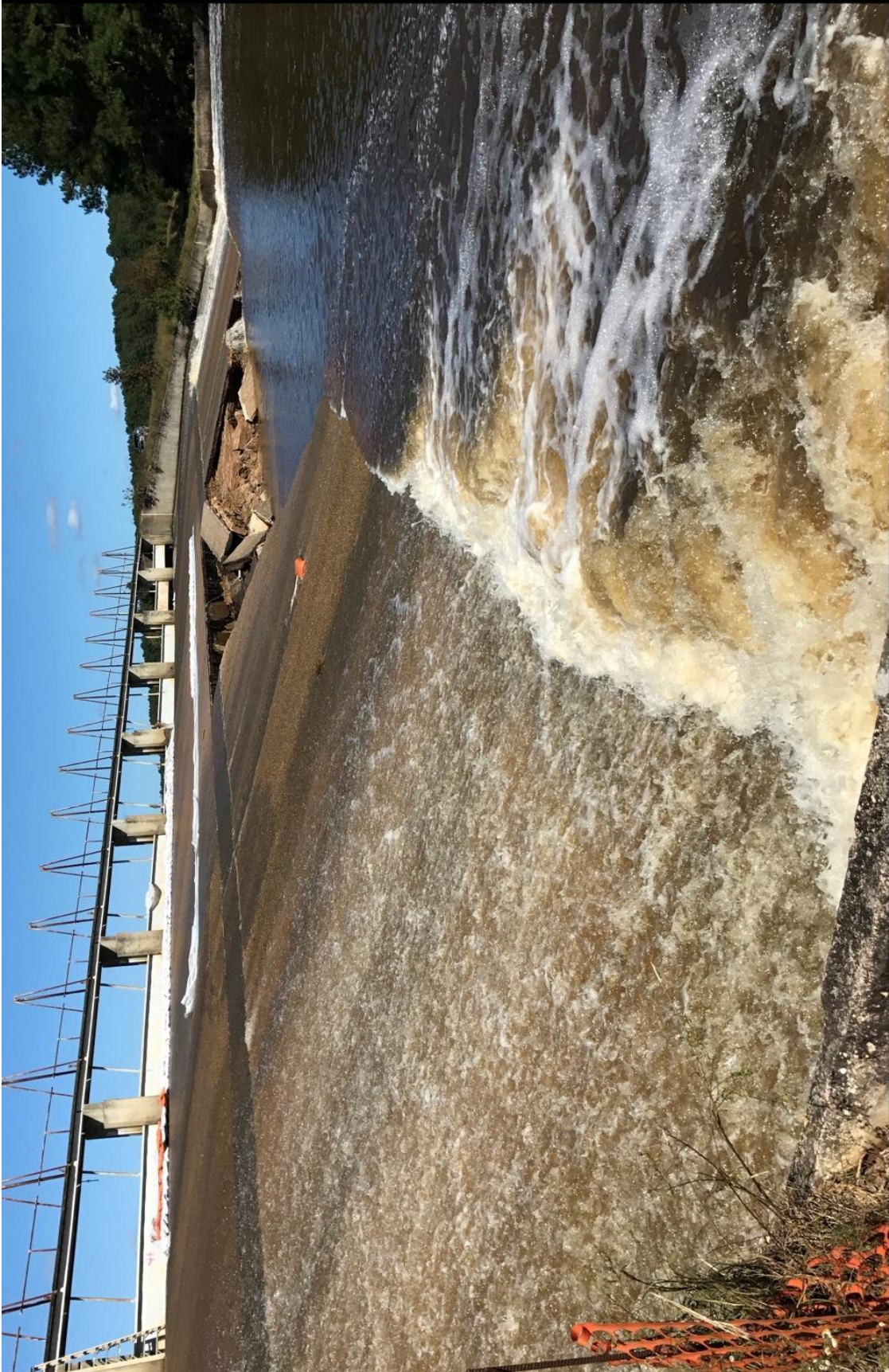
5. The Debtor is authorized to collect from the Purchaser the Total Purchase Price, and from such sale proceeds to pay at closing in accordance with the Confirmed Plan (i) any ordinary and customary closing costs, including the Buyer's Premium to Hilco Real Estate, (ii) the costs of marketing and sale incurred by the estate, (iii) the post-petition financing indebtedness provided by Steiner & Company, which may be credited against the cash due at closing, (iv) costs of administration allowed pursuant to the Confirmed Plan and other Orders of the Court, and (v) all remaining funds shall be payable to the holder of the secured claim evidenced by the existing first mortgage.

6. This Order shall become effective immediately, as permitted by Rule 6004(h).

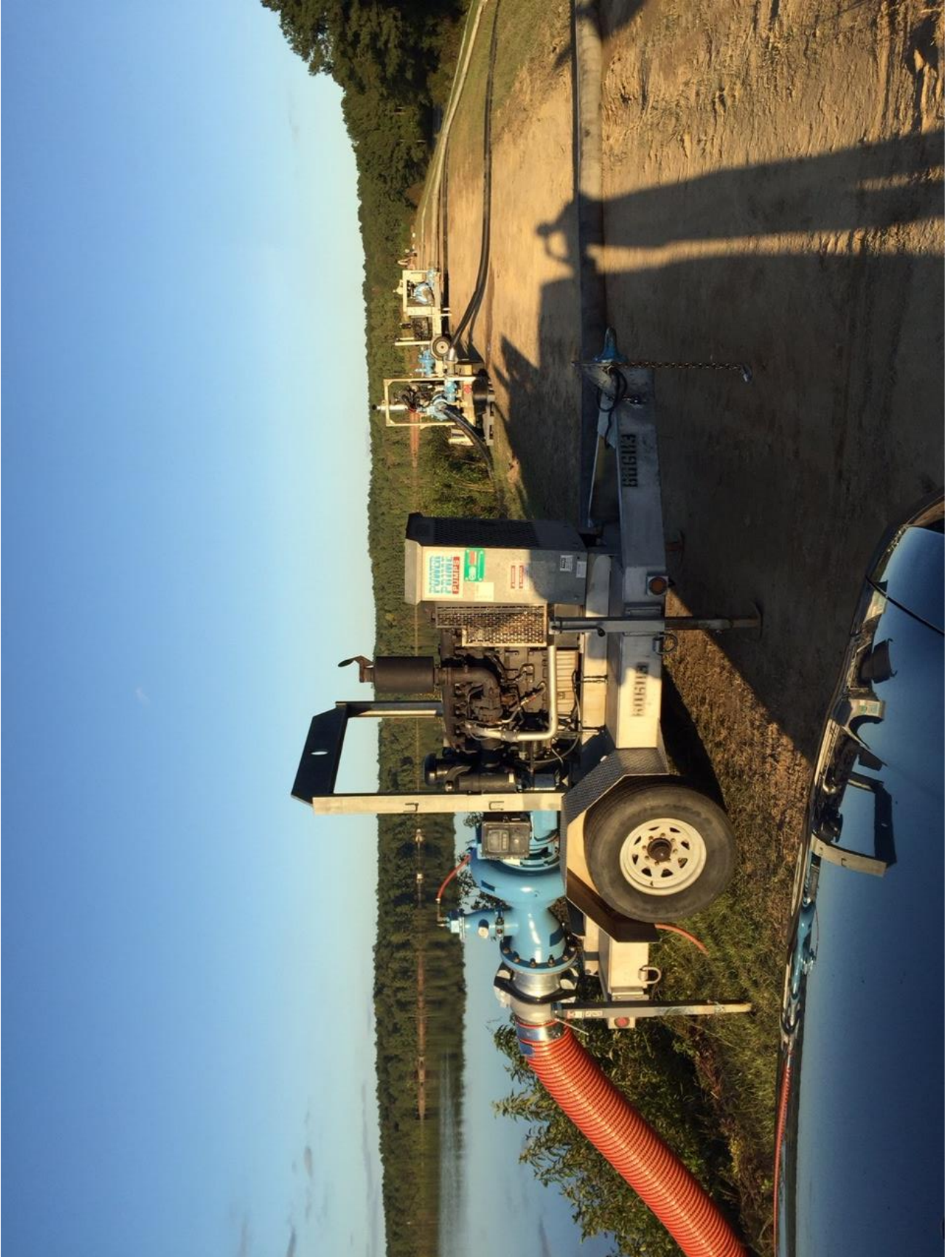
[END OF DOCUMENT]

Service List:

<p>William P. Miller Bankruptcy Administrator PO Box 1828 Greensboro, NC 27402</p>	<p>P. Wayne Robbins Robbins May & Rich, LLP Obo Paul Davis and Agnes Gioconda 120 Applecross Road Pinehurst, NC 28374</p>
<p>Caren D. Enloe Smith Debnam Drake Saintsing & Myers LLP Obo Agricredit Acceptance LLC P O Box 26268 Raleigh, NC 27611</p>	<p>Richard M. Hutson, II Chief Restructuring Officer PO Drawer 2252-A Durham, NC 27702</p>
<p>Richard D. Sparkman Richard D. Sparkman & Assoc Obo Woodlake Property Owners Association P O Box 1687 Angier, NC 27501</p>	<p>James M. Hash Obo Gabriele Boex and Lilian Schulz Everett Gaskins Hancock, LLP P O Box 911 Raleigh, NC 27602</p>
<p>Mark A. Pinkston/Robert A. Mays Van Winkle Buck Wall Starnes and Davis, PA Obo Violet Portfolio, LLC and Violet Portfolio Alpha, LLC P O Box 7376 Asheville, NC 28802</p>	<p>John A. Northen Counsel for the Debtor Northen Blue, LLP PO Box 2208 Chapel Hill, NC 27515</p>













PAT MCCRORY
Governor



DONALD R. VAN DER VAART
Secretary

TRACY DAVIS
Director

November 17, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Woodlake CC Corp.
c/o National Corporate Research, Ltd.
212 South Tryon Street; Suite 1000
Charlotte, North Carolina 28281

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Woodlake CC Corp.
401 South Tryon Street; Suite 3000
Charlotte, North Carolina 28202

RE: Dam Safety Order 16-02
Woodlake Dam
Moore County
State Dam ID: MOORE-040
Cape Fear River Basin

Dear Sir or Madam:

Attached is an order, issued under the authority of the North Carolina Dam Safety Law of 1967, requiring that by December 5, 2016, the final submittal of the final design of the interim emergency remedy for the subject dam located on Crane Creek in Moore County be developed by a North Carolina registered professional engineer and submitted to the Director of the Division of Energy, Mineral, and Land Resources. In addition, construction of the interim emergency remedy must be initiated by December 8, 2016 and completed by March 1, 2017 or temporary breach of the subject dam must be initiated by December 8, 2016 and completed by December 31, 2016. Lastly, a complete design for permanent replacement of the failed spillway must be developed by a North Carolina registered professional engineer and submitted to the Director of the Division of Energy, Mineral, and Land Resources within 91 days of issuance of this order. A copy of the North Carolina Dam Safety Law of 1967 is enclosed for your information.

If you wish to contest this Dam Safety Order, you must request a contested case hearing within 10 days after receiving this notice. This request must be in the form of a written petition that conforms to the requirements set forth in North Carolina General Statute (NCGS) 150B-23. The original petition and one copy must be filed as follows:

Woodlake CC Corp.
November 17, 2016
Page Two

Office of Administrative Hearings
6714 Mail Service Center
Raleigh, North Carolina 27699

Any questions about filing a petition may be directed to the Clerk of the Office of Administrative Hearings by telephone at (919) 431-3000.

A copy of the petition must also be served on the Department as follows:

Mr. Sam M. Hayes, General Counsel
Department of Environmental Quality
1601 Mail Service Center
Raleigh, North Carolina 27699-1601

Please note that failure to comply with this Dam Safety Order may result in:


1. The assessment of a civil penalty of not less than \$100.00 nor more than \$500.00 for each day of violation. This penalty will begin to run from the deadline established in the Dam Safety Order; and/or
2. A request to the Attorney General's Office for injunctive relief.

If you have any questions, please contact me in writing or by telephone at:

Mr. Brian Shane Cook, PE, LSIT
State Dam Safety Engineer
1612 Mail Service Center
Raleigh, North Carolina 27699-1612
Telephone: (919) 707-9217

We would appreciate your calling us as soon as you receive this notice so that we can be aware of your plans and schedule.

Sincerely,


m Brian Shane Cook, PE, LSIT
State Dam Safety Engineer
Land Quality Section

Enclosure

cc: Mr. Njoroge Wainaina, PE, Geosyntec Consultants of NC, PC
Mr. Beau Hodge, PE, Geosyntec Consultants of NC, PC
Mr. Nick Mills, DEMLR Environmental Specialist – FRO
Surface Water Protection Regional Supervisor
Mr. Scot Brooks, CEM, Emergency Manager – Moore County
Ms. Julie Watson, Owner's Representative

DAM SAFETY ORDER

FINDINGS AND ORDER OF THE DIRECTOR DIVISION OF ENERGY, MINERAL, AND LAND RESOURCES

Woodlake CC Corp.
c/o National Corporate Research, Ltd.
212 South Tryon Street; Suite 1000
Charlotte, North Carolina 28281

Woodlake CC Corp.
401 South Tryon Street; Suite 3000
Charlotte, North Carolina 28202

RE: Woodlake Dam
Moore County
MOORE-040
Cape Fear River Basin

Order No.: DSO 16-02

Pursuant to the authority contained in North Carolina General Statute (NCGS) 143-215.32 as delegated to the Director in the North Carolina Administrative Code, Title 15A, Subchapter 2K, Section .0302 (15A NCAC 2K.0302), I find the following:

1. Woodlake CC Corp. owns a dam on Crane Creek in Moore County. The dam is located approximately 2,450 feet northwest of the intersection of Lobelia Road (SR 690) and McGill Road (SR 2017).
2. The dam is approximately 23 feet in height and has an impoundment capacity of approximately 10,000 acre-feet at the top of the dam elevation.
3. The dam has the following deficiencies that threaten its integrity:
 - A. During Hurricane Matthew, a large portion of the concrete spillway system collapsed on the dam, damaged the underdrain system, and washed out a large portion of the downstream embankment of the dam.
 - B. Boils were noted downstream of the dam while the reservoir was draining and since the reservoir has been drained, large amounts of sand and other types of soil have been found on the downstream side of the dam which seems to indicate that undermining of the soil under the concrete spillway has occurred.
 - C. Several cracks were noted in the concrete of the principal spillway of the dam. Areas of concern are located along the right side (as viewed facing downstream) subsurface drain outlets. All joints in the principal spillway are in need of maintenance or repair. In addition, large areas of spalling concrete are present at the entrance and outfall of the spillway.
 - D. A void of unknown size is present at the bottom of the principal spillway. Unsuccessful attempts have been made to stabilize these voids with concrete debris deposited at the end of the spillway.

- E. Voids are present along the right side (as viewed facing downstream) wing wall as well as at the subsurface drain outlet locations.
 - F. Seepage was noted at various locations on the downstream slope of the dam.
 - G. Independent Hydrologic and Hydraulic engineering modeling was completed by DEMLR staff that indicate that it is possible for the spillway to be activated during a 4.75 inch in 6-hour rain event even with the reservoir completely drained and with both bottom drains fully open. Since October 2015, there have been at least 3 storm events that have exceeded this rainfall amount and duration in this area. Should another one of these type of storm events occur before the dam is temporarily breached, the spillway could be activated and the flow of water could continue to damage the spillway to a point that a breach of the dam could occur at or near full pool which could cause major destruction to downstream property and potential loss of life.
 - H. This dam is currently hydraulically deficient under applicable regulatory requirements and could potentially overtop during the regulatory design storm event. This structure is capable of passing and/or storing 9.14 inches of rainfall in a six-hour period without overtopping the dam in a pre-hurricane condition (reservoir being at normal pool before the storm event) based on the independent H&H analyses performed by DEMLR staff. The regulatory minimum spillway design storm for a large high hazard dam in Moore County is a $\frac{3}{4}$ PMP (22.9 inches of rainfall) described in 15A NCAC 2K.0205(a).
4. The dam is classified in the high hazard category because failure of the dam poses a threat to human life and property downstream from the dam that includes but not limited to downstream single-family residences at 3862 Lobelia Road and 1484, 1492, and 1494 McGill Road, as well as State Road 690 (Lobelia Road) and State Road 2017 (McGill Road). State Road 690 is a public roadway with a traffic count of approximately 4,000 vehicles per day (AADT). State Road 2017 is a public roadway with a traffic count of approximately 330 vehicles per day (AADT). The Emergency Action Plan that was submitted by Geosyntec Consultants of NC, PC on September 12, 2016 indicates that there are at least 551 structures that could potentially be inundated by a breach of the subject dam.
 5. A Certificate of Approval to Repair for the subject dam was issued on May 15, 2015 to Woodlake CC Corp and was received by Woodlake CC Corp. on May 26, 2015. As part of that approval, Woodlake CC Corp. was notified that adherence to the approved construction schedule and impoundment drawdown elevation would be required to avoid further enforcement action by this Division. To date, no substantial site work has been performed to implement the approved repair plans. 15A NCAC 2K.0202(b) states that the Certificate of Approval period shall be valid for the construction schedule specified in the approved final design report. In any event, construction must commence within one year after the certificate is issued. 15A NCAC 2K.0202(d) states that if construction does not commence within one year after the certificate of approval is issued, the certificate shall expire and a new application shall be submitted. As this work did not commence within the period allowed by rule, the prior Certificate of Approval to Repair has expired and is no longer valid, thus, a new course of action must be taken to improve the current situation.
 6. Since the repair plans were approved, Hurricane Matthew has caused further damage to the spillway system and, thus, there is an immediate need to temporarily breach the dam or implement an interim emergency remedy to protect the public and property downstream of the structure.
 7. As an elevation reference datum, the elevation at the top of the spillway gates is plan elevation 224.5 according to the repair plans approved by this Division by letter dated May 15, 2015.

Therefore, by the authority of NCGS 143-215.32(b) and 15A NCAC 2K.0302, it is hereby Ordered that:

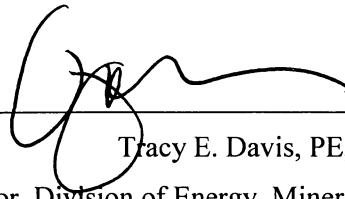
1. The reservoir surface elevation shall be immediately drawn down to a maximum plan elevation of 211 feet and maintained at or below that elevation until repair, alteration, reconstruction, or breaching is accomplished pursuant to plans and specifications developed by a licensed engineer and approved by Tracy E. Davis, PE, CPM, Director, Division of Energy, Mineral, and Land Resources. Any devices necessary to control erosion and prevent discharge of sediment shall be installed in the interim. Re-impoundment will also require the issuance of a Certificate of Approval to Impound after a design for a new permanent spillway has been submitted to and approved by DEMLR, said spillway has been constructed under the supervision of a North Carolina licensed professional engineer, and as-builts of said construction have been certified by a North Carolina licensed professional engineer and approved by DEMLR.
- 2.a. Woodlake CC Corp. shall by December 5, 2016 complete final design of the interim emergency remedy or emergency plans for temporary breaching the subject dam and submit such design to the Division of Energy, Mineral, and Land Resources in accordance with 15A NCAC 2K.0302(b).;

and

- 2.b. Woodlake CC Corp. shall by December 8, 2016 initiate the construction of the interim emergency remedy or emergency temporary breach in accordance with 15A NCAC 2K.0302(b) and said construction shall be completed by March 1, 2017. All construction or breach activities at this dam shall be conducted in a manner that will preclude the washing of sediment downstream.

11/17/2016

Date



Tracy E. Davis, PE, CPM

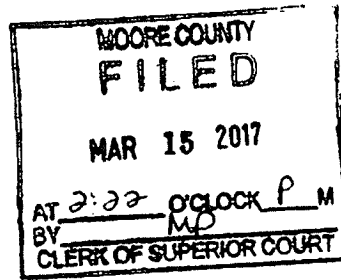
Director, Division of Energy, Mineral, and Land Resources

STATE OF NORTH CAROLINA
COUNTY OF MOORE

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
17 CVS 82

STATE OF NORTH CAROLINA, *ex rel.*,)
 MICHAEL REGAN, SECRETARY)
 NORTH CAROLINA DEPARTMENT OF)
 ENVIRONMENTAL QUALITY,)
 DIVISION OF ENERGY, MINERAL &)
 LAND RESOURCES,)
)
 Plaintiff,)
)
 v.)
)
 WOODLAKE CC CORPORATION,)
)
 Defendant.)

CONSENT JUDGMENT



Plaintiff, the State of North Carolina, by and through the North Carolina Department of Environmental Quality (“Plaintiff” or “DEQ”), and Defendant, Woodlake CC Corporation, hereby agree to the entry of this Consent Judgment in order to resolve the matter in controversy between the parties.

The Court finds, with consent of the Plaintiff and Defendant, and makes the following:

FINDINGS OF FACT

1. The Plaintiff is the sovereign State of North Carolina. This action is being brought on the relation of Michael Regan, Secretary of the North Carolina Department of Environmental Quality, the State agency established pursuant to N.C. Gen. Stat. § 143B-279.1, *et seq.*, and vested with the statutory authority to enforce the State’s environmental laws, including

the Dam Safety Law of 1967, N.C. Gen. Stat. § 143-215.23, *et seq.* (“Act”). The Division of Energy, Mineral and Land Resources (“DEMLR”) is a division within DEQ and all actions taken by DEMLR are necessarily actions of the Plaintiff. The Environmental Management Commission (“EMC”) is an agency of the State established pursuant to the provisions of N.C. Gen. Stat. § 143B-282, *et seq.*

2. Defendant, Woodlake CC Corporation (hereinafter collectively known as “Defendant”) is a corporation incorporated under the laws of the State of North Carolina doing business in Moore County. National Corporate Research, Ltd. is the registered agent for Defendant in North Carolina whose office is situated at 212 South Tryon Street, Suite 1000, Charlotte, Mecklenburg County. Defendant owns Woodlake Dam located at the intersection of Lobelia Road (SR 690) and McGill Road (SR 2017) Moore County.

3. Pursuant to N.C. Gen. Stat. §§ 1-493 and 143-215.36(c), jurisdiction for injunctive relief to restrain the violation of the Act, the rules promulgated thereunder, or an order issued thereunder, for “corrective action, and for such other or further relief in the premises” rests in the Superior Court of the county in which the violation has occurred. N.C. Gen. Stat. § 143-215.36 (2016).

4. Moore County, North Carolina is the proper venue because the violations that are the subject of this action for injunctive relief have occurred and are occurring in Moore County. N.C. Gen. Stat. § 143-215.36(c).

5. The Secretary of DEQ is authorized to institute an enforcement action for injunctive relief to restrain violation of the Act, the rules promulgated thereunder, or an order issued thereunder. N.C. Gen. Stat. § 143-215.36. The Act also authorizes the Secretary to obtain

corrective action or “such other or further relief” as the Court deems proper. Id.

6. The purpose of the Act is to “provide for the certification and inspection of dams in the interest of public health, safety, and welfare, in order to reduce the risk of failure of dams; to prevent injuries to persons, damage to downstream property and loss of reservoir storage; and to ensure maintenance of minimum stream flows of adequate quantity and quality below dams.” N.C. Gen. Stat. § 143-215.24.

7. If a DEMLR inspection reveals “that any dam is not sufficiently strong, is not maintained in good repair or operating condition, is dangerous to life or property, or does not satisfy minimum stream flow requirements,” the Act authorizes the EMC to “issue an order directing the owner or owners of the dam to make at his or her expense maintenance, alterations, repairs, reconstruction, change in construction or location, or removal as may be deemed necessary by the Commission within a time limited by the order, not less than 90 days from the date of issuance of each order.” N.C. Gen. Stat. § 143-215.32(b). The authority to issue such orders has been delegated by the EMC to the Director of the Division of Energy, Mineral and Land Resources of DEQ, Mr. Tracy E. Davis (“Director”). 15A N.C. Admin. Code 2K.0221.

8. In order to obtain a preliminary injunction to enforce the Act, the State is not required to show actual injury. Rather, it must show only that the violative acts or practices adversely affect the public interest. *See State ex rel. Edmisten v. Challenge, Inc.*, 54 N.C. App. 513, 284 S.E.2d 333 (1981); *State ex rel. Morgan v. Dare To Be Great, Inc.*, 15 N.C. App. 275, 189 S.E.2d 802 (1972).

9. Defendant owns Woodlake Dam (“Dam”) in Moore County, North Carolina, located approximately 2,450 feet northwest of the intersection of Lobelia Road (SR 690) and

McGill Road (SR 2017) in Moore County. The Dam is approximately twenty-three (23) feet high and has an impoundment capacity of approximately 10,000 acre-feet at the top of the Dam. According to the Moore County Register of Deeds, the deed to the properties on which the Dam is located can be found in Deed Book 4496, Page 287, identified as the Woodlake County Club, also known as the “BHF Collateral”.

10. The Dam is classified as “high hazard” because failure of the Dam could pose a threat to human life and property downstream. A breach of the Dam will likely cause serious damage to downstream single-family residences at 3862 Lobelia Road and 1484, 1492, and 1494 McGill Road, as well as State Road 690 (Lobelia Road) and State Road 2017 (McGill Road). State Road 690 is a public roadway with a traffic count of approximately 4,000 vehicles per day. State Road 2017 is a public roadway with a traffic count of approximately 330 vehicles per day. The Emergency Action Plan which was submitted by Geosyntec Consultants of NC, PC “Geosyntec” to DEMLR indicated that there are at least 551 structures, including both business and residential structures, that could potentially be inundated by a breach of the subject dam.¹

11. The Dam has a long history of regulatory enforcement actions. A Notice of Deficiency (“NOD”) was issued to the then owners as early as 1996. DEMLR conducted various inspections at the Dam between 1997 and 2000, identifying such deficiencies as the following:

- a. Joints in the concrete spillway were deteriorating;
- b. Upstream wave erosion was damaging the front slope of the Dam;
- c. Riprap in the exit channel was washing out;
- d. 15 to 18 boils² were observed in the spillway near the joint between the sloped

¹ N.C. Gen. Stat. § 143-215.31(a1)(6) provides that “Information included in an Emergency Action Plan that constitutes public security information, as provided in G.S. 132-1.7, shall be maintained as confidential information and shall not be subject to disclosure under the Public Records Act.” Therefore, a copy of the EAP has not been included with this complaint.

² A boil is a swirling turbulent upheaval of water occurring downstream of a dam. It occurs when water is flowing under the spillway structure and pushing soil material within the dam to the water surface.

- and horizontal section of the concrete on the downstream side;
- e. Seepage was noted coming from under the 4-inch PVC seepage drainage system.

As a result of these inspections, repair work was conducted on the Dam in 1998 and 1999 and eventually an approval to impound was issued by DEMLR on July 9, 1999, indicating that the repair work completed was in conformance with the approved plans and specifications pursuant to the Dam Safety Act.

12. DEMLR performed inspections at the Dam between 2000 and 2008. No NODs or DSOs were issued during this time period.

13. On February 12, 2009, an NOD was issued to the then owners, Woodlake Partners, LLC, due to the following deficiencies identified at the Dam:

- a. Cracks in the concrete spillway;
- b. Areas of concern in the drains;
- c. Spalling³ of concrete in the spillway;
- d. The bottom drain not operating properly; and
- e. Various other maintenance related items.

14. A repair plan for the noted deficiencies was submitted and an approval to repair the deficiencies was issued by DEMLR on January 8, 2010. However, the approval letter also noted additional deficiencies which required repair, including repair of the concrete spillway and replacement of the spillway walkway and lift gates. Revised design plans were submitted to DEMLR dated January 17, 2011 and DEMLR sent a follow-up revision request letter on March 10, 2011.

15. DEMLR performed inspections at the Dam in February 2011 and February 2012 and, by letter, reminded the then owners of the Dam that it was still under NOD and requested a

³ Spalling is fragmentation or degradation of concrete where reinforcing bars are corroding from within and splitting the concrete causing areas to fall away.

status update for anticipated repair plans.

16. DEMLR issued two additional NODs on March 13, 2013 and April 22, 2014, noting the same deficiencies as those identified in the 2009 NOD as well as the following additional deficiencies:

- a. Void under spillway;
- b. Void along wing wall;
- c. Void right of center at the bottom of the spillway;
- d. Sheet piling decayed;
- e. Voids around sheet piling;
- f. Seepage noted on the downstream slope;
- g. Obstruction of drop inlet; and
- h. Other maintenance items.

17. A repair plan dated August 22, 2014 was received by DEMLR on September 5, 2014, addressing some but not all of the deficiencies in the Dam and also proposing that repairs would take place in a structured timeline, with final as-built drawings submitted by April 30, 2016.

18. On September 19, 2014, the then owners of the Dam, Woodlake Partners, LLC, filed a Chapter 11 petition for bankruptcy in the U.S. Bankruptcy Court for the Middle District of North Carolina. (In re: Woodlake Partner, LLC., Case No.: 14-81035 (Bankr. M.D. N.C.))

19. After DEMLR issued a revision request letter on October 6, 2014, a new repair plan was submitted on December 4, 2014. This new repair plan included a multi-phase construction approach, with repairs to be completed by May 1, 2017.

20. DEMLR issued a DSO to Woodlake Partners, LLC, on December 15, 2014, requiring that within 91 days, plans and schedule for repairing or breaching the Dam be developed.

21. Repair plans were submitted to DEMLR on January 28, 2015, indicating that the

bankruptcy court had approved continuation of work on Woodlake Dam. On May 15, 2015, DEMLR issued an Approval to Repair for phase 1 of the repairs to Dam.

22. A DSO was issued by DEMLR to the Dam's new owners after bankruptcy, identified as Defendant Woodlake CC Corp., on July 27, 2015, requiring that, within 91 days, the approved plans be initiated or plans for breaching the dam be developed.

23. Prior to repair of the Dam, on or about October 10, 2016, Hurricane Matthew struck the Moore County area. During the evening of October 10, 2016, DEMLR received notification from a nearby property owner regarding concern for the integrity of the Dam. Within several hours of notification, DEMLR and representatives of Defendant activated the Emergency Action Plan for the Dam and determined that a large portion of the middle section of the concrete spillway had collapsed. They determined that the Dam had the potential for imminent and catastrophic failure. The water level in the reservoir was determined to be approximately 6-inches short of overtopping the Dam. Emergency measures were taken, including opening the gates of the Dam to activate the emergency spillways, and installation of large pumps, to decrease the water level in the reservoir. Subsequently, due to the failing structural integrity of the middle section of the concrete spillway, the middle gates of the Dam were closed and sand bags were placed to support closure of the middle gates by the National Guard. Based on the Dam's potential imminent failure and as part of the implementation of the EAP, inhabitants of communities downstream from the Dam were evacuated by local Emergency Management personnel. Over a period of approximately 36 hours, Defendant and DEMLR determined that the water level in the reservoir was dropping. Within approximately 72 hours from initial notification, it was determined that the emergency actions taken to reduce the water level in the

reservoir had significantly reduced the potential for a catastrophic failure of the Dam. Even with this reduction, the Dam was determined to still be structurally unsound.

24. During an on-site inspection on October 12, 2016, DEMLR noted deficiencies at the Dam, including these major structural problems:

- a. The middle section of the concrete spillway on the downstream side had collapsed;
- b. Erosion under the collapsed spillway section had occurred;
- c. The seepage drainage system had been damaged;
- d. The downstream spillway walls had been overtopped and soil erosion had occurred from behind the walls; and
- e. Most of the gates were not completely functional and were damaged.

25. On October 28, 2016, Defendant's engineer, Geosyntec, submitted interim conceptual design plans for repair to address the damage at the Dam from Hurricane Matthew.

26. On November 2, 2016, DEMLR issued an approval to complete interim emergency repairs.

27. On November 8, 2016, Geosyntec submitted the design package for bidding of the interim remedy to DEMLR.

28. On November 17, 2016, a third DSO was issued to the Defendant. The DSO identified the following deficiencies that threatened its structural integrity:

- a. During Hurricane Matthew, a large portion of the concrete spillway system collapsed on the Dam, damaged the underdrain system, and washed out a large portion of the downstream embankment of the Dam.
- b. Boils were noted downstream of the Dam while the reservoir was draining and since the reservoir has been drained, large amounts of sand and other types of soil have been found on the downstream side of the Dam which seems to indicate that undermining of the soil under the concrete spillway has occurred.
- c. Several cracks were noted in the concrete of the principal spillway of the Dam. Areas of concern are located along the right side (as viewed facing downstream) subsurface drain outlets. All joints in the principal spillway are in need of maintenance or repair. In addition, large areas of spalling concrete are present at the entrance and outfall of the spillway.

- d. A void [in the concrete spillway] of unknown size is present at the bottom of the principal spillway. Unsuccessful attempts have been made to stabilize these voids with concrete debris deposited at the end of the spillway.
- e. Voids are present along the right side (as viewed facing downstream) wing wall as well as at the subsurface drain outlet locations.
- f. Seepage was noted at various locations on the downstream slope of the Dam.
- g. Independent Hydrologic and Hydraulic engineering modeling was completed by DEMLR staff that indicate that it is possible for the spillway to be activated during a 4.75 inch in 6-hour rain event even with the reservoir completely drained and with both bottom drains fully open. Since October 2015, there have been at least 3 storm events that have exceeded this rainfall amount and duration in the area. Should another one of these types of storm events occur before the dam is temporarily breached, the spillway could be activated and the flow of water could continue to damage the spillway to a point that a breach of the dam could occur at or near full pool which could cause major destruction to downstream property and potential loss of life.
- h. The Dam is currently hydraulically deficient under applicable regulatory requirements and could potentially overtop during the regulatory design storm event. The Dam is capable of passing and/or storing 9.14 inches of rainfall in a 6-hour period without overtopping the Dam in a pre-hurricane condition (reservoir being at normal pool before the storm event) based on the Independent Hydrologic and Hydraulic analyses performed by DEMLR staff. The regulatory minimum spillway design storm for a large high hazard dam in Moore County is a $\frac{3}{4}$ PMP (22.9 inches of rainfall) described in 15A NCAC 2K.0205(a).

The DSO ordered Defendant that:

- a. The reservoir surface elevation shall be immediately drawn down to a maximum plan elevation of 211 feet and maintained at or below that elevation until repair, alteration, reconstruction or breaching is accomplished pursuant to plans and specifications developed by a licensed engineer and approved by Tracy E. Davis, PE, CPM, Director, Division of Energy, Mineral, and Land Resources. Any devices necessary to control erosion and prevent discharge of sediment shall be installed in the interim. Re-impoundment will also require the issuance of a Certificate of Approval to Impound after a design for a new permanent spillway has been submitted to and approved by DEMLR, said spillway has been constructed under the supervision of a North Carolina licensed professional engineer, and as-builts of said construction have been certified by a North Carolina licensed professional engineer and approved by DEMLR.
- b. Woodlake CC Corp. shall by December 5, 2016 complete final design of the interim emergency remedy or emergency plans for temporary breaching the Dam and submit such design to DEMLR in accordance with 15A NCAC

2K.0302(b), AND

- c. Woodlake CC Corp. shall by December 8, 2016 initiate the construction of the emergency remedy or emergency temporary breach in accordance with 15A NCAC 2K.0302(b) and said construction shall be completed by March 1, 2017. All construction or breach activities at the Dam shall be conducted in a manner that will preclude the washing of sediment downstream.

The DSO was delivered to Defendant's registered agent, National Corporate Research, Ltd., on November 25, 2016.

29. On December 6, 2016, DEMLR notified Defendant and Defendant's engineer's that plans for the final submittal of the final design of the interim emergency remedy for the Dam had not yet been submitted, as required by the November 17, 2016 DSO.

30. On December 9, 2016, DEMLR notified Defendant and Defendant engineer's that plans for the final submittal of the final design of the interim emergency remedy for the Dam had not yet been submitted, nor had construction begun on interim emergency remedy, as required by the November 17, 2016 DSO.

31. On December 20, 2016, DEMLR received notification that Geosyntec, Defendant's engineer-of-record for the Dam, had terminated their contract with the Defendant due to non-payment.

CONCLUSIONS OF LAW

1. This Court has personal jurisdiction over the parties and subject matter jurisdiction over the controversy. The complaint states a claim upon which relief can be granted. The Plaintiff is entitled to injunctive relief pursuant to N.C. Gen. Stat. § 143-215.36(c).

2. This Consent Judgment entered into by the parties is fair and will terminate the controversy between them in regards to this proceeding. However, the Court will retain

continuing jurisdiction in this case until the parties have complied with all provisions of this Consent Judgment.

3. Defendant's failure to correct the violations observed in the State's inspections and described in the Dam Safety Order poses an immediate, irreparable injury to the State of North Carolina and its citizens and constitutes continuing violations of the Act. If left uncorrected there is a substantial possibility that the Dam will fail, risking damage to life and property and endangering public safety downstream.

4. Upon full and complete compliance with the terms as enumerated below, this matter shall be dismissed with prejudice.

5. The contempt provisions of Article 2, Chapter 5A of the North Carolina General Statutes shall be available to the Court to enforce this Consent Judgment.

6. The parties agree that this Consent Judgment may be signed out of county, out of session, and out of district.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that:

1. Defendant shall maintain the reservoir surface elevation at a maximum plan elevation of 211 feet and maintain it at or below that elevation until breaching, repair, alteration, and/or reconstruction is accomplished pursuant to plans and specifications developed by a licensed engineer and approved by DEMLR. Any devices necessary to control erosion and prevent discharge of sediment shall be installed in the interim.

2. Defendant shall bring Woodlake Dam into compliance with the Dam Safety Law through one of two options, enumerated below. Defendant shall, as soon as possible but no later than within 15 days after issuance of this Consent Judgment, notify DEMLR in writing of which

option they choose.

- A. Temporary Full Breach – In choosing this option, Defendant shall proceed with a temporary full breach of Woodlake Dam in accordance with the plans identified and approved in DEMLR’s November 2, 2016 Approval to Complete Interim Emergency Repairs, RE: *Approval to Repair – Temporary Breach* letter. (Attached as Exhibit A) Defendant shall, within 60 days after issuance of this Consent Judgment, initiate the construction and breach activities approved in the November 2, 2016 Approval and said construction shall be completed within 105 days after issuance of this Consent Judgment. “As-Built” drawings shall be submitted to DEMLR within 135 days after issuance of this Consent Judgment. All construction and breach activities at this dam shall be conducted in a manner that will preclude the washing of sediment downstream.
- B. Submittal of New Temporary Full Breach Plans – In choosing this option, Defendant, no later than 12:00 PM on April 10, 2017, shall submit new approvable plans, including a temporary full breach plan as a minimum, to bring Woodlake Dam into compliance with the Dam Safety Law. Defendant shall, within 60 days after issuance of this Consent Judgment, initiate the construction and breach activities associated with the newly submitted and approved plans and said construction shall be completed within 105 days after issuance of this Consent Judgment. “As-Built” drawings shall be submitted to DEMLR within 135 days after issuance of this Consent Judgment. All

construction or breach activities at this dam shall be conducted in a manner that will preclude the washing of sediment downstream.

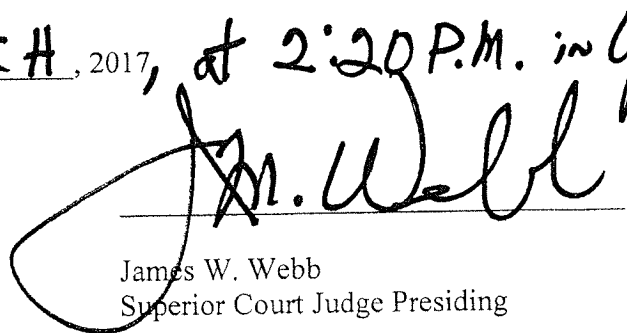
3. Defendant shall, within 20 days after issuance of this Consent Judgment, begin providing DEMLR with weekly status updates to include: water elevation reports; Defendant's progress on obtaining a contractor(s) to complete work required by this Consent Judgment; dates for bid, preconstruction and construction meetings; and work status updates related to the selected option referenced in paragraph 2 of this Section.

4. For the purposes of this Consent Judgment, the date of issuance of the Consent Judgment shall be the date on which the Court approves and signs this Consent Judgment.

5. Defendant must in all respects comply with the Dam Safety Law of 1967, N.C. Gen. Stat. § 143-215.23, *et seq.*, and the rules codified at Title 15A of the N.C. Administrative Code, Subchapter 2K. Nothing in this Consent Judgment shall be interpreted or applied to allow Defendant to violate any applicable statute or rule in the course of complying with its terms.

6. Failure of the Defendant to fully comply with this Consent Judgment shall subject the Defendant to civil and/or criminal contempt of court proceedings and punishment as provided by law.

Entered this the 15th day of MARCH, 2017, at 2:20 P.M. in Open
Court.

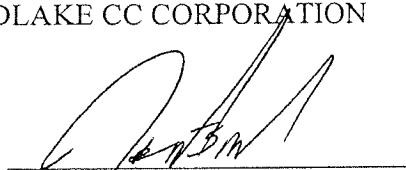

James W. Webb
Superior Court Judge Presiding

[Signatures on Following Page]

WE CONSENT:

WOODLAKE CC CORPORATION

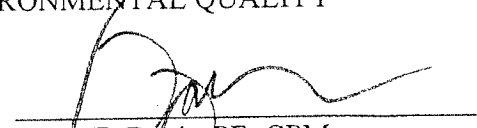
By:



Julie Watson, Vice President
Woodlake CC Corporation

NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY

By:



Tracy E. Davis, PE, CPM
Director, Division of Energy,
Mineral, and Land Resources.



*Energy, Mineral
and Land Resources*
ENVIRONMENTAL QUALITY

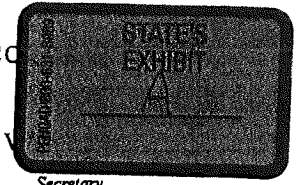
PAT MCCOY

DONALD R. VAN DER VEGE

Secretary

TRACY DAVIS

Director



Approval to Complete Interim Emergency Repairs

November 2, 2016

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Woodlake CC Corp.
c/o National Corporate Research, Ltd.
212 South Tryon Street; Suite 1000
Charlotte, North Carolina 28281

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Woodlake CC Corp.
401 South Tryon Street; Suite 3000
Charlotte, North Carolina 28202

RE: Approval to Repair – Temporary Breach
Woodlake Dam
Moore County
State Dam ID: MOORE-040

Dear Sir or Madam:

This letter is in response Geosyntec Consultants' memorandum dated October 28, 2016 submitted on your behalf with regards to the subject high hazard dam recently damaged by Hurricane Matthew. The letter serves as an approval to perform emergency repairs under the authority of §143-215.27(b) of the North Carolina General Statutes. The scope of the emergency repairs is limited to a partial temporary breach of the dam and design of temporary lowered primary weir crest and armored spillway.

The memorandum received by this office on October 28, 2016 provides a description and supporting engineering documents for performing emergency repairs, which includes the scope of work outlined above. The plans, specifications and design data submitted to this office were prepared under the supervision of Mr. Njoroge Wainaina, PE.

This letter constitutes approval of the proposal to perform the emergency repairs to the subject dam according to the plans and specifications received by this Division on October 28, 2016, with the following stipulations:

1. A minimum flow of 16 cubic feet per second must be released from the dam site at all times, even during construction.
2. Project construction shall be supervised by Mr. Njoroge Wainaina, PE. Mr. Njoroge Wainaina, PE, shall be responsible for field observation of construction as necessary to ensure compliance with approved plans [GS 143-215.29].
3. The impoundment shall be completely drained and remain in a drained state at all times until an approval to impound is issued by this division.
4. During construction, the Division of Energy, Mineral, and Land Resources may require such progress reports as are deemed necessary. Continued submittal of written status reports on an at least weekly basis is required.
5. In accordance with GS 143-215.30 and NCAC 15A-2K .0203, .0212, .0215, and .0216, within 30 days of completion of the project, Mr. Njoroge Wainaina, PE, shall inspect the completed work and upon finding that the work has been done as specified and that minimum stream flow requirements have been satisfied and the dam is safe, shall file with the Division of Energy, Mineral, and Land Resources two sets of record drawings and a certificate stating that the emergency repair work has been completed in accordance with approved plans, specifications and other requirements.
6. In accordance with GS 143-215.30 and NCAC 15A-2K .0220, final written consent must be issued by the Director of the Division of Energy, Mineral, and Land Resources for use of this dam pursuant to these repairs.
7. Prior to issuance of final written consent for use of this dam pursuant to these repairs, the requirements of Session Law 2014-122, Section 8, as revised by Session Law 2015-7 must be met. Session Law 2015-7 requires all owners of high and intermediate hazard dams to submit an Emergency Action Plan (EAP) to the Department of Environment and Natural Resources (DENR) and the Department of Public Safety (DPS) no later than December 31, 2015. **As such, a revised Emergency Action Plan (EAP) will be required by this office prior to final approval of the completed emergency repairs.**
8. This approval does not convey the right to access the private property of others. Any required access to perform the approved work must be secured prior to initiation of construction activities.
9. You must notify Mr. Brad Cole, PE, Chief of Regional Operations, Land Quality Section, 512 N Salisbury Street, Raleigh, North Carolina 27604, telephone number (919) 707-9221 before the start of construction.
10. The designs of the temporary breach are considered a preliminary design for this emergency remedy as per the letter submitted on October 28, 2016. Therefore, the final designs for the

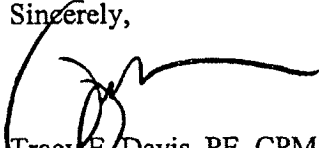
temporary breach must be submitted to this office by 5:00 pm on Tuesday, November 8, 2016. Construction per the preliminary design as approved by this letter may commence before the final plans have been submitted as long as this Division is notified.

The engineer-of-record or his qualified representative shall provide continuous on-site observations from the time construction commences until the time construction concludes. Weather forecasts shall be monitored by the engineer-of-record or his qualified representative to ensure that no accidental breach of the dam occurs during construction by a rain event. All safeguards shall be taken to ensure that the reservoir is completely drained and remains in a drained state during and after construction until notified otherwise by this Division. If a rain event should occur during construction, all resources shall be implemented to ensure that the reservoir stays in a drained state. Should a rain event be forecasted, or other conditions of concern arise, the owner or his representative shall take immediate steps to: (a) drain the reservoir, (b) notify their engineer, and (c) notify this Division of the conditions at the site.

The Army Corps of Engineers and the Division of Water Resources of this Department should be contacted to determine if additional permits are required. Also, the erosion and sediment control program having jurisdiction should be contacted to determine permit requirements. In any case, sediment must be prevented from entering the waters of the state or flowing onto neighboring property.

Please contact Mr. Nick Mills at the Fayetteville Regional Office at (910) 433-3300 or a staff member of the Dam Safety Program in the Raleigh Central Office at telephone number (919) 707-9220.

Sincerely,



Tracy E. Davis, PE, CPM
Director

TED/bsc

cc: Mr. Njoroge Wainaina, PE, Geosyntec Consultants of NC, PC
Ms. Julie Watson, Woodlake Country Club
Mr. Brad Cole, PE, DEMLR Chief of Regional Operations
Mr. Nick Mills, DEMLR Fayetteville Regional Office
Surface Water Protection Regional Supervisor - FRO



ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

TRACY DAVIS
Director

April 11, 2017

CERTIFIED MAIL

RETURN RECEIPT REQUESTED: 7008 1300 0000 1124 6041

Woodlake CC Corp.
c/o National Corporate Research, Ltd.
212 South Tryon Street; Suite 1000
Charlotte, North Carolina 28281

CERTIFIED MAIL

RETURN RECEIPT REQUESTED: 7008 1300 0000 1124 6010

Woodlake CC Corp.
401 South Tryon Street; Suite 3000
Charlotte, North Carolina 28202

RE: Dam Safety Breach Plan Submittal
Woodlake Dam
Moore County
State Dam ID: MOORE-040
Cape Fear River Basin

Dear Ms. Watson,

Our office received your "Woodlake Dam Temporary Breach Design – Concept Submittal" from Schnabel Engineering on April 10, 2017. Staff of this office reviewed this submittal and has determined that it is not approvable and does not meet the requirements of NCGS 143-215.23-37 and NCAC 15A, 2K and has thus disapproved your submittal.

If you have any questions regarding this disapproval, please contact our office.

Sincerely,

for William E. Vinson, Jr., P.E., C.P.M.
Chief of Program Operations, DEMLR

cc: Carolyn McLain, NCAG's Office
John Payne, NCAG's Office
Doug Ansel, DEQ General Counsel



McLain, Carolyn

From: Julie Watson <julieamej@gmail.com>
Sent: Monday, April 17, 2017 9:13 AM
To: McLain, Carolyn; PAYNE@ncdoj.gov
Subject: Fwd: Schedule-Woodlake

Good Morning Carolyn/John,

Attached is the latest scheduling update from Rob with Schnabel Engineering.

Regards,
Julie

----- Forwarded message -----

From: Robert Indri <RIndri@schnabel-eng.com>
Date: Thu, Apr 13, 2017 at 2:01 PM
Subject: Schedule-Woodlake
To: Julie Watson <julieamej@gmail.com>, "Christopher.meng@gmail.com" <Christopher.meng@gmail.com>, Dave Harris <elndav@earthlink.net>
Cc: Mark Landis <mlandis@schnabel-eng.com>, Laura Shearin-Feimster <lshearin@schnabel-eng.com>, Thomas Fitzgerald <tfitzgerald@schnabel-eng.com>

Hello Julie,

I discussed schedule for the final design with the team this morning. Our surveyor will have the data we need by Friday the 21st of April. Past that we will need one more week to finalize the drawings and hydraulic calculations. We will be able to submit the final breach plans to dam safety on May 1st, 2017.

If you have any questions, please call.

Thanks,

-Rob

—
Robert T. Indri, PE / Associate

Schnabel ENGINEERING
Build Better. Together.

T/ 336-274-9456 F/ 336-274-9486 C/ 336-609-0421 **schnabel-eng.com**

11A Oak Branch Drive / Greensboro, NC / 27407



ROY COOPER
Governor
MICHAEL S. REGAN
Secretary
TRACY DAVIS
Director

April 19, 2017

Woodlake CC Corp.
c/o National Corporate Research, Ltd.
212 South Tryon Street; Suite 1000
Charlotte, North Carolina 28281

RE: Dam Safety Breach Plan Submittal
Woodlake Dam
Moore County
State Dam ID: MOORE-040
Cape Fear River Basin

Dear Ms. Watson,

This letter confirms that, based on your email communication to the Attorney General’s Office dated April 17, 2017, the final approvable breach plans will be submitted to DEMLR on May 1, 2017. Pursuant to the Consent Judgment filed in Moore County Superior Court on March 15, 2017, *State of N.C. ex rel. Michael Regan, Sec’y, N.C. DEQ, DEMLR v. Woodlake CC Corp.* (17 CVS 0082) (“Consent Judgment”), the plans must be approvable and meet the requirements of NCGS 143-215.23 - .37 and 15A NCAC 2K. As we stated in our letter of April 11, 2017, the conceptual design plans you submitted to DEMLR on April 10, 2017 did not meet the requirements of NCGS 143-215.23 - .37 and 15A NCAC 2K and accordingly could not be approved.

As you know, you are required to meet the next deadline in the Consent Judgment, stating that “within 60 days after issuance of this Consent Judgment” you shall initiate construction and breach activities pursuant to your approvable plans.

If you have any questions regarding the Woodlake Dam, please contact our office.

Sincerely,

Tracy E. Davis, PE, CPM

cc: Carolyn McLain, NC Attorney General’s Office
John Payne, NC Attorney General’s Office
Doug Ansel, DEQ General Counsel’s Office



Energy, Mineral
and Land Resources
ENVIRONMENTAL QUALITY

ROY COOPER

Governor

MICHAEL S. REGAN

Secretary

TRACY DAVIS

Director

EXHIBIT

H

May 3, 2017

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Woodlake CC Corp.
c/o National Corporate Research, Ltd.
212 South Tryon Street; Suite 1000
Charlotte, North Carolina 28281

RE: **Approval to Temporary Breach Woodlake Dam**
State Dam ID: MOORE-040
Moore County

Dear Sir or Madam:

This letter is in response to your submission received on May 1, 2017 of plans, specifications, and design data to breach the subject dam in compliance with the Dam Safety Law of 1967. The plans, specifications and design data submitted to this office were prepared under the supervision of Mr. Robert T. Indri, PE.

This letter constitutes approval of your proposal to breach the subject dam according to the plans and specifications submitted to this Division on May 1, 2017 with the following stipulations:

1. Project construction shall be supervised by Mr. Robert T. Indri, PE. Mr. Robert T. Indri, PE, shall be responsible for field observation of construction as necessary to ensure compliance with the approved plans and specifications [GS 143-215.29].
2. The impoundment shall be completely drained and remain in a drained state at all times until an approval to impound is issued by this Division.
3. During construction, this Division may require such progress reports as are deemed necessary in addition to the ongoing submittal of weekly written status reports as required by the Consent Judgment dated March 15, 2017.
4. In accordance with GS 143-215.29 and NCAC 15A-2K .0203, .0212, .0215, and .0216, within 30 days of completion of the project, Mr. Robert T. Indri, PE shall inspect the completed work and upon finding (a) that the work has been done as specified, (b) that the temporary breach has been sufficiently stabilized to restrain accelerated erosion, and (c) the remains of the dam are safe, shall file with this Division two sets of record drawings and a certificate stating that the work has been completed in accordance with the approved plans and other requirements, and the remains of the dam are safe.

Division of Energy, Mineral, and Land Resources

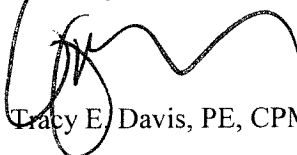
1612 Mail Service Center, Raleigh, North Carolina 27699-1612 • 919-707-9200 / FAX: 919-715-8801
512 North Salisbury Street, Raleigh, North Carolina 27604 • Internet: <http://portal.ncdenr.org/web/lr/>
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5. This approval does not convey the right to access the private property of others. Any required access to perform the approved work must be secured prior to initiation of construction activities. You must notify Mr. Brad Cole, PE, Chief of Regional Operations, Land Quality Section, 512 N Salisbury Street, Raleigh, North Carolina 27604, telephone number (919) 707-9221 before the start of construction.

The engineer-of-record or his qualified representative shall provide continuous on-site observations from the time construction commences until the time construction concludes. Weather forecasts shall be monitored by the engineer-of-record or his qualified representative to ensure that no accidental breach of the dam occurs during a rain event while construction is underway. All safeguards shall be taken to ensure that the reservoir is completely drained and remains in a drained state during and after construction. If a rain event should occur during construction, all resources shall be implemented to ensure that the reservoir stays in a drained state. Should a rain event be forecasted, or other conditions of concern arise, the owner or their representative shall take immediate steps to: (a) drain the reservoir, (b) notify their engineer, and (c) notify this Division of the conditions at the site.

The Army Corps of Engineers and the Division of Water Resources of this Department should be contacted to determine if additional permits are required. Also, the erosion and sediment control program having jurisdiction should be contacted to determine permit requirements. In any case, sediment must be prevented from entering the waters of the state or flowing onto neighboring property.

Please contact Mr. Nick Mills at the Fayetteville Regional Office at (910) 433-3300 or a staff member of the Dam Safety Program in the Raleigh Central Office at telephone number (919) 707-9220.

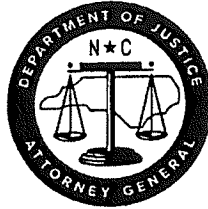
Sincerely,

Tracy E. Davis, PE, CPM

TED/bsc

cc: Mr. Robert T. Indri, PE, Schnabel Engineering South, P.C.
Ms. Julie Watson, Woodlake CC Corp
Ms. Carolyn McLain, Esq., NC Attorney General's Office
Mr. John Payne, Esq., NC Attorney General's Office
Mr. Doug Ansel, Esq., DEQ Office of General Counsel
Mr. Toby Vinson, PE, DEMLR Chief of Program Operations
Mr. Brad Cole, PE, DEMLR Chief of Regional Operations
Mr. Nick Mills, DEMLR Fayetteville Regional Office
Fayetteville Regional Office Surface Water Protection Regional Supervisor

RECEIVED
MAY 09 2017
N.C. ATTORNEY GENERAL'S
Environmental Division

JOSH STEIN
ATTORNEY GENERAL



REPLY TO:
CAROLYN MCLAIN
ENVIRONMENTAL DIVISION
TEL: (919) 716-6929
FAX: (919) 716-6767
CMCLAIN@NCDOJ.GOV

May 24, 2017

By Electronic Mail

Woodlake CC Corporation
c/o Mr. Illya Steiner, President - steiner@steiner-company.de
c/o Ms. Julie Watson, Vice President - julieamej@gmail.com
150 Woodlake Blvd.
Vass, NC 28394

By USPS

Woodlake CC Corporation
c/o National Corporation Research, Ltd, Reg. Agent
212 South Tryon Street, Suite 100
Charlotte, NC 28281

Re: Woodlake Dam, *State of N.C. ex. rel. Regan v. Woodlake CC Corp.* (17 CVS 0082)
NC State Dam ID: MOORE-040

Mr. Steiner and Ms. Watson,

It has come to our attention that the engineer of record (Schnabel Engineering South, P.C.) working at your direction on the above-referenced matter may have ceased working on Woodlake Dam due to non-payment. We also have reason to believe that the local contractor, Olde South Landscaping, who has begun site preparation work at Woodlake Dam may not be able to continue due to non-payment. We also understand that the contractor you have chosen to perform the major site work, Crowder Heavy Construction, is not yet under contract. Finally, we have not received a status report this week.

We remind you that as part of the Consent Judgment in the above-referenced matter, you are required to provide weekly status reports regarding your progress in temporarily breaching the dam. In addition, the Consent Judgment requires that construction associated with the temporary breaching of the dam be completed "within 105 days after issuance" of the Consent Judgment and that "as-built" drawings be submitted "within 135 days after issuance" of the Consent Judgment.

Please provide us with a weekly status report immediately. Any stoppage of work may result in your inability to meet the ultimate deadline of completing construction on the dam 105 days after issuance of the Consent Judgment. Please provide to us, in writing, with anticipated dates by which work will proceed on the dam, including the date by which the contract with Crowder Heavy

Construction will be executed and the date by which Schnabel Engineering and Olde South Landscaping will return to work. Please provide this information to us by COB Tuesday, May 30, 2017 Eastern Standard Time. Should we determine that you are in breach of the Consent Judgment, we may seek appropriate relief with the Superior Court in Moore County.

Please contact me if you have any questions regarding this matter.

Sincerely,



Carolyn McLain
Assistant Attorney General

Enclosure – Consent Judgment

cc: Mr. John Payne, Assistant Attorney General by electronic mail: jpayne@ncdoj.gov
Mr. Daniel Tost, Steiner Company by electronic mail: d.tost@steiner-company.de
Mr. Shane Cook, DEQ, DEMLR, State Dam Safety Engineer by electronic mail:
shane.cook@ncdenr.gov



May 30, 2017

Ms. Carolyn McLain
Environmental Division
Office of the Attorney General
114 W. Edenton Street
Raleigh, North Carolina 27603

Re: Status Update Letter dated May 24, 2017

Ms. McLain:

On behalf of Woodlake CC Corporation, I am responding with all available information to your request for additional information in your letter dated May 24, 2017. The weekly update was sent on May 24 at 6:08 PM.

Olde South Landscaping is continuing site preparation by installing silt fencing, weather permitting.

Schnabel Engineering is retained as the engineer of record, but has pulled their representative from the site due to overdue payment for outstanding invoices. A letter from Schabel is attached.

At this time, we are awaiting receipt of funding in escrow to finalize the contract with Crowder Heavy Construction. A contract could be executed this week upon receipt of funding, but we are uncertain of the timeline for receiving funding.

As you know, I have been working diligently to secure funding from the financial partner. We are awaiting word on funds transfer this week to cover the invoices for Schnabel Engineering and the preparation work by Olde South Landscaping, and the escrow funding for Crowder Heavy Construction. We are fully aware of the time constraints for the Consent Judgment, and are working diligently to secure the required funding. I submitted a Deed of Trust to Steiner Company/Multi Asset Anspar Plan 3 GmbH & Co. KG, Hamburg, Germany to secure the loan on April 25, 2017..

Please contact me if you have any questions about this response.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Watson", is written over the word "Sincerely,".

Julie Watson
Vice President
Woodlake CC Corp



Schnabel

ENGINEERING

May 30, 2017

Ms. Julie Watson, Vice President
Woodlake CC Corporation
150 Woodlake Blvd.
Vass, NC 28394

SUBJECT: Status of Work
Woodlake Dam Breach
Schnabel Project #17C21008

Dear Ms. Watson:

SCHNABEL ENGINEERING SOUTH, PC (Schnabel) received an email on May 29, 2017, from Mr. Chris Meng who is working on your behalf in regards to the Court Judgement by the Attorney General's office of the state of North Carolina to breach Woodlake Dam due to the damage from Hurricane Matthew from last October 2016. Schnabel was hired by you to provide a breach design, which included topographic surveys in and around the spillway, sediment and erosion control permitting, environmental permitting/approval to perform the work in and around streams and wetlands, and drawings and specifications to safely pass the design storm without excessive pool rise in the lake. Schnabel submitted the breach design to NCDEQ, Dam Safety on May 1, 2017 and the plan was approved on May 3, 2017.

As you know, due to financial concerns with Woodlake CC Corp (Woodlake), we requested a 50% retainer for the fees. We received the retainer and proceeded with the work to deliver the product to Dam Safety as stipulated. We also invoiced Woodlake for the remaining 50% of the lump sum fee, of which we have not been paid to date. In the meantime, Woodlake has been working with Crowder Construction of Apex, NC to contract and perform the breach. Crowder is awaiting guarantee of funds into an escrow account before they will mobilize to the site. In the meantime, Woodlake hired Olde South Landscaping (Olde South) to begin demolition of the spillway (metal works only) and initiate sediment and erosion control features. In good faith, Schnabel provided personnel on site at the beginning of Olde South's work to observe and document their work. However, we were promised payment to continue work the week of May 15, 2017 and it was not received. This portion of Schnabel's work, construction oversight, has not been formalized as we were not sure if this work would be a change order to the original contract or part of Crowder's fee. Therefore, with no assurance of how this contract was to continue or how we were to be paid for the work, we removed our personnel from the site on May 18, 2017.

NCDEQ requires continuous observation of the work by the Engineer of Record (EOR) or his qualified representative from start of construction to end of construction. We cannot and will not sign off on work that we do not observe. In addition, our environmental consultant has stopped work with regard to drafting revised figures. We will resume work and provide onsite observation once we receive the remaining 50% payment of our original contract and payment for the site observation services performed to date. We need direction as to whom our contract for construction observation needs to be with from this point forward. We can write a change order to our original contract, or if Crowder is funded the

schnabel-eng.com

T/ 336-274-9456 F/ 336-274-9486
11A Oak Branch Drive / Greensboro, NC / 27407

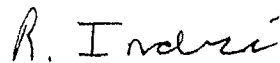
appropriate amount, we can contract under them. Regardless, we will need proof that the funds for construction observation services are committed and available in the US prior to resuming work.

Note that Schnabel would like to assist on this project and see it through, but until payments as promised are received, we cannot provide those services.

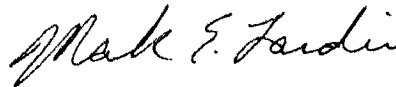
If you need additional information or have any questions, please call.

Sincerely,

SCHNABEL ENGINEERING SOUTH, PC



Rob Indri, PE
Project Manager / Project EOR



Mark E. Landis, PG, PE
Principal

RI/ML

G:\2017\Greensboro\17C21008_00_vWoodlake_Dam_Rehabilitation\02-Project Docs\02-Correspondence\ClientResponse Ltr 5-30-17-lj-ri.doc

For Registration Register of Deeds
 Judy D. Martin
 Moore County, NC
 Electronically Recorded
 April 25, 2017 11:35:49 AM
 Book: 4804 Page: 547 - 551 #Pages: 5
 Fee: \$64.00 NC Rev Stamp: \$0.00
 Instrument # 2017005711

Tax Lot No. _____ Parcel Identifier No. _____

Mail after recording to: _____

This instrument prepared by: D.T. Scarborough III, Attorney at Law

Brief Description for Index

Woodlake CC Excepting Lots

FUTURE ADVANCE

NORTH CAROLINA DEED OF TRUST

THIS DEED OF TRUST made this **24th day of April 2017**, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
<p>Woodlake CC Corp., a NC corporation with a mailing address of 150 Woodlake Blvd., Vass, NC 28394</p>	<p>D.T. Scarborough III</p>	<p>Multi Asset Anspar Plan 3 GmbH & Co. KG Hamburg, Germany</p>

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

The designation Grantor, Trustee, and Beneficiary 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 whereas Grantor is *or may be* indebted to Beneficiary in the principal sum of **Six Million Five Hundred Thousand Dollars (\$6,500,000.00)**, as evidenced by a **Promissory Note Participation Agreement** of even date herewith, the terms of which are incorporated herein by reference. The final due date for payment of said **Promissory Note, Participation Agreement** if not sooner paid is **April of 2049**. **Wherever used herein Promissory Note shall mean and refer to the Participation Agreement.**

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (included attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or

successors, and assigns, *with power of sale* the parcel(s) of land situated in the City of, *Little Township, Moore County, North Carolina*, (the "Premises") and more particularly described as follows:

All properties described in the following conveyances:

Deed Book 474 Page 900; Deed Book 482 Page 36 (as potentially corrected by Deed Book 525 Page 437); Deed Book 536 Page 162; Deed Book 541 Page 273; Deed Book 544 Page 780; Deed Book 551 Page 558; Deed Book 590 Page 239; Deed Book 627 Page 606; Deed Book 657 Page 451; Book 1030 Page 232, Book 1031 Page 295; Book 1059 Page 171; Book 1082 Page 36; Book 1087 Page 531; Book 1131 Page 193; Book 1313 Page 189; Book 1349 Page 303; Book 1437 Page 431; and Book 1523 Page 78; the descriptions of which (including exceptions) are incorporated herein by reference (the "Property").

EXCEPTING, HOWEVER, from the above descriptions, all separately numbered or identified Lots (Including Shore Villa Lots) as shown on the various recorded plats of Lake Surf, Incorporated, and/or Woodlake Country Club and/ or Woodlake Partners, LLC, (or by its predecessor prior to conversion, Woodlake Partners, Limited Partnership) and any tracts, parcels or lots subsequently conveyed from any of the parcels described in the above conveyances and not subsequently re-acquired (or if re-acquired, then subsequently conveyed and not re-acquired again) prior to the acquisition of all the above-described properties by Woodlake CC Corp.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereto belonging to said Trustee, his heirs, successor and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor. If, however, there shall be any default (a) in the payment of any sums under the Note, this Deed of Trust, or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of Beneficiary, to sell the land herein conveyed at public auction for cash, after first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of such sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceeding, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and as otherwise required by the then existing laws relating to foreclosure. The Trustee's commission shall be five per cent (5%) of the gross proceeds of sale or the minimum sum of \$2,500.00, whichever is greater, for a completed foreclosure. In the event that foreclosure is commenced but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to wit: one-fourth (¼) thereof before the Trustee issues a notice of hearing on the right to foreclose; one-half (½) thereof after issuance of said notice; three-fourths (¾) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. INSURANCE. Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and other such casualties and contingencies, in such manner and in such companies and for such amounts, not less than the amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payment as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver such policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may

purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of the Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. TAXES, ASSESSMENTS AND CHARGES. Grantor shall pay all taxes, assessments and charges as may lawfully be levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon the demand of Beneficiary.

3. ASSIGNMENT OF RENTS AND PROFITS. Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements, to rent same, at any reasonable rate of rent determined by the Beneficiary, and after deducting from said rent the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. PARTIAL RELEASE. Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and conditions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

5. WASTE. The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. CONDEMNATION. In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages is hereby assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in reverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. WARRANTIES. Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free of all encumbrances, and that he will warrant and defend the title against all lawful claims of all persons whomsoever, except for the exceptions hereafter stated. Title to the property hereinabove described is subject to the following exceptions: *all easements, rights of way, restrictions, and prior encumbrances of record*

8. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in the case said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES SHALL NOT APPLY UNLESS THE BLOCK TO THE



LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

9. SALE OF PREMISES. Grantor agrees that if the Premises or any part thereof or any interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law of the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less containing an option to purchase; (v) a transfer to a relative relating from the death of a Grantor; (vi) a transfer where the spouse of children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of dissolution of marriage, or legal separation agreement, or from an incidental property settlement agreement, by which a spouse of the Grantor becomes the owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises], without the prior written consent of Beneficiary, Beneficiary, at its option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be a transfer of an interest in the Premises.

10. ADVANCEMENTS. If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to

the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor upon demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. INDEMNITY. If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. WAIVERS. Grantor waives all rights to require marshalling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. CIVIL ACTION. In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fees of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. OTHER TERMS. **Maximum Principal Amount Secured. This is a Future Advance Deed of Trust subject to the provisions of Article 7 of Chapter 45 of the North Carolina General Statutes, as the same may be amended from time to time. This Deed of Trust is given wholly or partly to secure (i) Borrower's present obligations to Lender which are approximately \$2,500,000.00, and (ii) Borrower's future obligations to Lender which may, from time to time, be incurred or advanced hereunder. Future obligations secured by this Deed of Trust may be incurred by Borrower within a period of thirty years from the date of this Deed of Trust.**

The maximum principal amount, including present and future obligations, which may be secured by this Deed of Trust at any one time is: \$6,500,000.00

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

_____ (SEAL)
Woodlake CC Corp.
 Entity Name

By: _____ (SEAL)
 Title: *Julie Watson, Vice-President*

By: _____ (SEAL)
 Title: _____

By: _____ (SEAL)
 Title: _____

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20____.

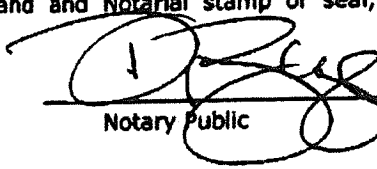
My Commission Expires: _____ Notary Public

State of North Carolina - County of _____

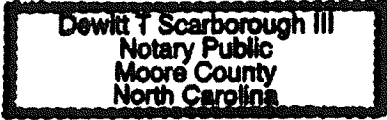
I, the undersigned Notary Public of the County and State aforesaid, certify that *Julie Watson* personally came before me this day and acknowledged that she is the *Vice President of Woodlake CC Corp.*, a North Carolina or

corporation/~~limited liability company~~/~~general partnership~~/~~limited partnership~~ (strike through the inapplicable), and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 25th day of April, 2017.

My Commission Expires: 1/18/2020



Notary Public



State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

_____. Witness my hand and Notarial stamp or seal, this ____ day of _____, 20__.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____
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. _____ Register of Deeds for _____ County

By: _____ Deputy/Assistant - Register of Deeds



June 1, 2017

Mr. Shane Cook, PE, NC Dam Safety Engineer
N.C. DEQ Energy, Mineral and Land Resources
1612 Mail Service Center
Raleigh, N.C. 27699-1612

SUBJECT: Status of Work - Woodlake Dam Breach
Schnabel Project #17C21008

Dear Mr. Cook:

SCHNABEL ENGINEERING SOUTH, P.C. (Schnabel) submitted a letter to Ms. Julie Watson, vice president of Woodlake CC Corp., on May 30, 2017 stating Schnabel's status on the project, which is now on your webpage. On May 31, 2017, we were contacted by you requesting an update on our and Crowder Construction's status moving forward, particularly with respect to start of work and completion of work. As you know, Ms. Watson is trying in earnest to secure funding for the engineering and breach construction at Woodlake Dam. As stated in her letter to you on May 30, 2017 and the weekly update from Woodlake's Engineer on May 24, 2017, the lake remains drained to the invert of the outlet pipe and Olde South Landscaping has completed removal of the metal gates and metal bridge on the spillway and plans to begin installing silt fence this week.

As Engineer-of-Record for the breach design, Schnabel is to provide the State with continuous on-site observations from the time construction to complete the breach commences until the time construction concludes. In follow-up to your update request, we contacted Crowder Construction and requested a schedule to complete the breach and armor the excavation. The email from Crowder is attached. Furthermore, as the Engineer-of-Record, we have an obligation to inform you that based on Crowder's schedule, the June 28, 2017 completion deadline is highly unlikely to be met. If the work were to start next week, the work would not be completed until the first week of August 2017 at the earliest. As this is a public safety issue for the people and emergency responders at risk downstream, we hereby inform you of this situation. If a large storm were to impact the drainage basin, it could fill the lake and create an unsafe condition at the dam again.

If you need additional information or have any questions, please call.

Sincerely,

SCHNABEL ENGINEERING SOUTH, P.C.

Handwritten signature of Rob Indri in black ink.

Rob Indri, PE
Project Manager/ EOR

Handwritten signature of Mark E. Landis in black ink.

Mark E. Landis, PG, PE
Principal

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ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

June 8, 2017

Mr. Latif Kaid, P.E.
NC State Building Commission
1307 Mail Service Center
Raleigh, NC 27699-1307

RE: Emergency Declaration – Temporary full breach of Woodlake Dam that was damaged during Tropical Storms Julia and Hermine and Hurricane Matthew

Mr. Kaid:

Under the provisions of 01 North Carolina Administrative Code 30D .0302(e), the Department of Environmental Quality (NCDEQ) has issued an emergency declaration for the Woodlake Dam in Moore County (Latitude 35.218, Longitude -79.19). In addition, NCDEQ's Division of Energy, Mineral and Land Resources (DEMLR) plans to exercise its authority under NCGS §143-215.32(c) and NCGS §143-64.31(a) to conduct a temporary full breach of the dam due to its current deficiencies, which if left uncorrected, could result in a failure causing loss of life and significant property damage downstream.

After Tropical Storms Julia and Hermine and Hurricane Matthew, DEMLR inspections confirmed that damage had occurred to 68 dams in North Carolina. Of those 68 dams, 22 were breached and 46 were damaged and in need of repair. More than 400 inspections were conducted during a 16-day period by DEMLR staff. The Woodlake Dam is one such dam and needs immediate action to abate the risk of loss of life and significant property damage downstream. Until now, the owner of the dam has been attempting to rectify the deficiencies, however DEMLR has received information that the owner of the dam will be unable to meet the requirements set forth in the Consent Judgement of Woodlake Dam, *State of N.C. ex. Rel. Regan v. Woodlake CC Corp.* (17 CVS 0082), issued by Judge Webb on March 15, 2017.

In its current condition, with the reservoir being completely drained and both bottom drains being fully open, 4.75 inches of rain in a 6-hour period could cause the damaged concrete spillway to flow which could cause further damage to the spillway and potentially breach the dam. In addition, 10.5 inches of rain in a 6-hour period could cause

Mr. Kaid
June 8, 2017
Page 2

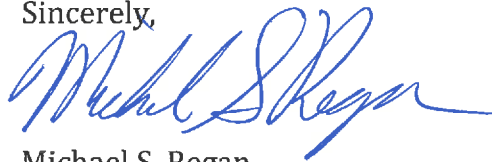
the dam to completely overtop and therefore not only damage the spillway further, but also potentially breach the dam either by overtopping or by complete destruction of the spillway.

Independent breach analyses completed by North Carolina Dam Safety show that there could potentially be 1670 parcels within the inundation area of the Woodlake Dam. North Carolina Dam Safety used the 2014 county parcel data to estimate that the total damage to property could be in excess of \$260,497,483. The total value is based on parcel data that may not have been updated lately and it should be noted that not all parcels had values associated with them. In addition, this value does not consider the value of infrastructure that could be damaged such as highways, bridges, utility lines, water/septic treatment facilities, churches, emergency services, businesses, or county, state and federal property that has not been assessed by the tax office or the potential loss of life.

Under this declaration, the Department intends to expedite the procurement of qualified dam engineers for the design and construction oversight for the temporary full breach of the damaged Woodlake Dam. Breaching the dam is a measure essential to provide emergency protection to protect life and property downstream.

I am making you aware of this course of action so that your staff can provide guidance as you deem appropriate. If you have any additional questions, please contact Mr. Michael Shelton, Capital Projects Coordinator, at Michael.shelton@ncdenr.gov or (919) 707-8527.

Sincerely,



Michael S. Regan
Secretary, NCDEQ

MSR/ted/bsc

Cc: John A. Nicholson, Deputy Secretary
Rex A. Whaley, CPA, Director, Financial Services
Tracy E. Davis, PE, CPM, Director, Division of Energy, Mineral, and Land Resources
Brian Shane Cook, PE, LSIT, State Dam Safety Engineer, DEMLR
Tommy Kirby, CPIM, CPM, Director, Purchasing
Carolyn McClain, Esq., Attorney General's Office
John Payne, Esq., Attorney General's Office
Douglas Ansel, Esq., Office of General Counsel



Energy, Mineral
and Land Resources
ENVIRONMENTAL QUALITY



ROY COOPER

Governor

MICHAEL S. REGAN

Secretary

TRACY E. DAVIS

Director

June 9, 2017

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Woodlake CC Corp.
c/o National Corporate Research, Ltd.
212 South Tryon Street; Suite 1000
Charlotte, North Carolina 28281

RE: Woodlake Dam - Moore County
State Dam ID: MOORE-040
Cape Fear River Basin

RECEIVED

JUL 11 2017

N.C. ATTORNEY GENERAL
Environmental Division

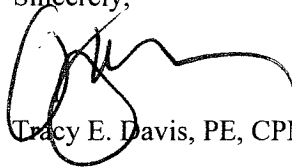
Dear Sir or Madam:

The Department of Environmental Quality (Department) upon inspection of Woodlake Dam (State Dam ID: MOORE-040) finds that this dam is not sufficiently strong and has not been maintained in good repair or operating condition. Furthermore, as owners of this dam, you have failed to complete the construction of the interim emergency remedy or emergency temporary breach in accordance with 15A NCAC 2K.0302(b) by March 1, 2017 as required by the November 17, 2016 Dam Safety Order. On March 15, 2017, a consent judgement was signed by Superior Court Judge, James E. Webb; Director of DEMLR, Tracy E. Davis, PE, CPM; and Woodlake CC Corporation representative, Julie Watson. This consent judgement stated that the owner must choose to use the previously approved temporary full breach plans or submit new approvable temporary full breach plans by April 10, 2017. A conceptual submittal was submitted on April 10, 2017 which notified the Department that you had chosen to submit a new temporary full breach plan for our review and approval. As the submittal that was received was not an approvable plan, it was therefore disapproved on April 11, 2017. However, new approvable temporary full breach plans were submitted on May 1, 2017 and approved on May 3, 2017. The construction of the temporary full breach was to be completed within 105 days after the issuance of the order. Although you initiated activities on the dam on May 13, 2017 to facilitate full breach of the structure, such activities have since ceased and based upon information we received from you and your engineer, you will not be able to complete the breach construction by the deadline specified in the Consent Judgment. This lack of continued progress is a significant concern to the Department as June 1, 2017 was the beginning of the annual Hurricane season and it is our opinion that the construction cannot be delayed any longer.

Considering the above and to provide emergency protection to life and property downstream of this dam per the requirements of NCGS 143-215.32(c), the Department, as delegated by the Environmental Management Commission, will take measures which include but are not limited to temporarily fully breaching the dam. As allowed by law, the Department intends to recover the costs of such measures from the owner by appropriate legal action.

If you have any questions regarding the above, please contact Mr. Brian Shane Cook, PE, LSIT, State Dam Safety Engineer, at (919) 707-9220.

Sincerely,

A handwritten signature in black ink, appearing to read "Tracy E. Davis", is written over a circular stamp or seal.

Tracy E. Davis, PE, CPM

Cc: Mr. Robert T. Indri, PE, Schnabel Engineering South, P.C.
Ms. Julie Watson, Woodlake CC Corp
Ms. Carolyn McLain, Esq., NC Attorney General's Office
Mr. John Payne, Esq., NC Attorney General's Office
Mr. Doug Ansel, Esq., DEQ Office of General Counsel
Mr. Toby Vinson, PE, DEMLR Chief of Program Operations
Mr. Brad Cole, PE, DEMLR Chief of Regional Operations
Mr. Nick Mills, DEMLR Fayetteville Regional Office
Fayetteville Regional Office Surface Water Protection Regional Supervisor



SCHNABEL ENGINEERING SOUTH, P.C.

June 9, 2017

Mr. Shane Cook, PE
NCDEQ Dam Safety Engineer
Raleigh, North Carolina 28394

Subject: Project 17C21008.00: Proposal for Engineering and Construction Services for Emergency Breach of Woodlake Dam (MOORE-040); Revision 1 Vass, North Carolina

Dear Mr. Cook:

SCHNABEL ENGINEERING SOUTH, P.C. (Schnabel) is pleased to submit this proposal for design and construction services for the above referenced project.

Task 1 – Design Services

Schnabel originally submitted design drawings for the breach at Woodlake Dam to NCDEQ Dam Safety on May 1, 2017. The original design used articulated concrete blocks (ACBs) for armoring of the breach up to the 100 year water surface elevation. Under this task Schnabel will re-design breach armoring using rip rap as a cost savings to the project. Services for the re-design include the following: provide a technical memo with calculations substantiating the design for the rip rap armoring; modify the drawings to provide rip rap armoring in lieu of articulating concrete blocks; submit the memo and drawings to Dam Safety for review and approval; and, respond to questions from Dam Safety during their review. Schnabel will provide the re-design within 1 week of approval of this proposal.

Task 2 – Construction Monitoring/ Engineering Consultation

We will provide construction monitoring during activities performed by the construction contractor as required by NCDEQ Dam Safety and the State Construction Office.

Services included:

Full time construction observation. The Resident Project Representative (RPR) will observe on-site construction activities and report to the Engineer-of-Record (EOR) for the project. The RPR will record activities and provide a Daily Report to include personnel and equipment on site, activities, work hours, and photographs.

Construction Services, Woodlake Dam

The Engineer-of-Record (EOR) will support and supervise the RPR during construction phase services so that he can acknowledge the construction has been completed in accordance with approved plans, specifications, and the intent of the design. The EOR will review observation reports developed by the RPR; visit the site during key points of the construction; attend progress meeting; and, review contractor submittals.

Construction Contract Administration: Schnabel will provide contract administration services in accordance with Section 703 of the State Construction Manual and applicable requirements of Section 709 of the State Construction Manual.

Task 3 – Record Drawings

The Contractor will be required to perform survey after demolition/excavation and after armoring. We will update our drawings to reflect any changes to the plans as provided. We will provide a set of Record Drawings to document the constructed project. Record drawings will be submitted to NCDEQ within 1 month after completion of construction.

ASSUMPTIONS

Cost listed below are based on construction duration not to exceed 8 weeks.

EXCLUSIONS

Services not specifically identified above are not included in the scope of services under this agreement. We will submit proposals for additional services at your request.

SCHEDULE

Upon written notice to proceed and authorization by NCDEQ, we will mobilize our site inspector when the Contractor mobilizes and also begin work on the armoring modifications to the drawings.

PROJECT FEES

Our fees are summarized below and are for the specific scope of services detailed in this proposal.

Breakdown of Fees

Task	Fee Type	Fee
Task 1 – Design Services	Lump Sum	\$15,000
Task 2 – Construction Monitoring/Contract Administration	Lump Sum	\$104,500
Task 3 – Record Drawings	Lump Sum	\$12,400
Total Lump Sum Fee		\$131,900

If construction exceeds 8 weeks, our services can be extended at a cost of \$2,200 per day.

Construction Services, Woodlake Dam

AUTHORIZATION

We understand NC State Construction Office will issue a contract with Terms and Conditions.

We appreciate the opportunity to submit our proposal for these services and are looking forward to a cordial working relationship for this engagement. Please contact our office if you have any questions with regard to this proposal.

Sincerely,

SCHNABEL ENGINEERING SOUTH, P.C.

A handwritten signature in black ink that reads "R. Indri". The signature is written in a cursive style with a large initial "R" and a long, sweeping underline.

Robert Indri, PE
Vice President

ML: RI

Invoice



Schnabel
ENGINEERING

Federal ID#: 20-1543090
 For questions concerning this invoice
 call Accounts Receivable: 804.264.3222
 Routing Number: 051404260
 Account Number: 0000252783482
 Bank: BB&T
 Account Name: Schnabel Management Services, Inc.

Please remit payment to:
 Schnabel Engineering South, P.C.
 P.O. Box 7422
 Merrifield, VA 22116-7422

Accounts Payable
 N.C. Dept. Of Environmental Quality
 NC DENR Office of the Controller
 1606 Mail Service Center
 Raleigh, NC 27699-1606

July 18, 2017
 Project No: 17C21008.01
 Invoice No: 2013942
 Payment Terms: 30
 PO Number: NC10370113-V2

Invoice Total \$23,950.00

LQ17002-Emergency Project Woodlake Dam Breach
 (Engineering & Construction SVCs)

DEQ Project # LQ 17002

Professional Services from May 8, 2017 to June 23, 2017

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
01 - Design Services	15,000.00	90.00	13,500.00	0.00	13,500.00
02 - Construction Monitoring/Admin	104,500.00	10.00	10,450.00	0.00	10,450.00
03 - Record Drawings	12,400.00	0.00	0.00	0.00	0.00
Total Fee	131,900.00		23,950.00	0.00	23,950.00
		Total Fee			23,950.00
			Total this Invoice		\$23,950.00



N.C. Department of Environmental Quality
Financial Services Division

CONTRACT EXPENDITURE REPORT

(DO NOT USE the Cash Disbursements Code Sheet for Contract Payments.)

PLEASE USE YOUR TAB KEY TO ACCESS AVAILABLE FIELDS

Reporting Period (Date) August 8, 2017 Purchase Order Number (Required) NC10270113
 Division/Section/Prog DEMLR/DEMLR/Dam Safety PO Line Number (Required) _____
 Contract Number _____ Fiscal Year (Required) 2017/2018
 Contractor Schnabel Engineering Total Current Expenditures (Required) \$23,950.00
 Purpose Emergency Project Woodlake Dam Breach DEQ Proj LQ 17002

Invoice Number	Invoice Date	Company	Account (Account must match account on P.O.)	1099 code	Center (Center must match Center on P.O.)	Total
2013942	7/18/17	1602	532199016 <i>531420</i>		28248243DR16	\$23,950.00
Grand Total						\$23,950.00

FINAL payment: OK to close PO OK to close PO Line _____

NC Grant ID No. _____
 FED ID No. _____
 BID ID No. _____

Contract Recap for Line	0
Beginning Balance for Line	\$131,900.00
Total YTD Payments	\$23,950.00
Ending Balance Available	\$107,950.00

Contract Administrator (Mandatory Signature) _____ Date _____

William S. Vain... 8/8/17
 Division/Section Head (Mandatory Signature) _____ Date _____

D. Hughes 8/8/17
 Fiscal/Budget Officer (Mandatory Signature) _____ Date _____

Mail to: Jackie Moore
 FSD - Office of the Controller
 1606 Mail Service Center
 Raleigh, NC 27699-1606

PLEASE USE BLUE PAPER

Invoice

Federal ID#: 20-1543090
 For questions concerning this invoice
 call Accounts Receivable: 804.264.3222
 Routing Number: 051404260
 Account Number: 0000252783482
 Bank: BB&T
 Account Name: Schnabel Management Services, Inc.



Schnabel
 ENGINEERING

Please remit payment to:
 Schnabel Engineering South, P.C.
 P.O. Box 7422
 Merrifield, VA 22116-7422

Accounts Payable
 N.C. Dept. Of Environmental Quality
 NC DENR Office of the Controller
 1606 Mail Service Center
 Raleigh, NC 27699-1606

August 30, 2017
 Project No: 17C21008.01
 Invoice No: 2014411
 Payment Terms: 30
 PO Number: NC10370113-V2

Invoice Total \$62,110.00

LQ17002-Emergency Project Woodlake Dam Breach
 (Engineering & Construction SVCs)

DEQ Project # LQ 17002

Professional Services from June 24, 2017 to August 11, 2017

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
01 - Design Services	15,000.00	100.00	15,000.00	13,500.00	1,500.00
02 - Construction Monitoring/Admin	104,500.00	68.00	71,060.00	10,450.00	60,610.00
03 - Record Drawings	12,400.00	0.00	0.00	0.00	0.00
Total Fee	131,900.00		86,060.00	23,950.00	62,110.00
		Total Fee			62,110.00
			Total this Invoice		\$62,110.00



N.C. Department of Environmental Quality
Financial Services Division

CONTRACT EXPENDITURE REPORT

(DO NOT USE the Cash Disbursements Code Sheet for Contract Payments.)

PLEASE USE YOUR TAB KEY TO ACCESS AVAILABLE FIELDS

Reporting Period (Date)	<u>September 11, 2017</u>	Purchase Order Number (Required)	<u>NC10370113</u>
Division/Section/Prog	<u>DEMLR / Dam Safety</u>	PO Line Number (Required)	<u>1</u>
Contract Number	_____	Fiscal Year (Required)	<u>2017/2018</u>
Contractor	<u>Schnabel</u>	Total Current Expenditures (Required)	<u>\$62,110.00</u>
Purpose	<u>Emergency Project Woodlake Dam Breach</u>		

Invoice Number	Invoice Date	Company	Account (Account must match account on P.O.)	1099 code	Center (Center must match Center on P.O.)	Total
2014411	8/30/17	1602	534420		28248243DR16	\$62,110.00
Grand Total						\$62,110.00

FINAL payment: OK to close PO OK to close PO Line _____

NC Grant ID No. _____
 FED ID No. _____
 BID ID No. _____

Brian Lane 9-11-17
 Contract Administrator (Mandatory Signature) Date

Contract Recap for Line	
Beginning Balance for Line	<u>131900¹</u> \$413,900.00
Total YTD Payments	<u>\$86,060.00</u>
Ending Balance Available	<u>\$27,840.00</u>

Debrah For Tracy Davis 9-11-17
 Division/Section Head (Mandatory Signature) Date

Debrah 9-11-17
 Fiscal/Budget Officer (Mandatory Signature) Date

Mail to: Jackie Moore
 FSD - Office of the Controller
 1606 Mail Service Center
 Raleigh, NC 27699-1606

PLEASE USE BLUE PAPER

Invoice

Federal ID#: 20-1543090
 For questions concerning this invoice
 call Accounts Receivable: 804.264.3222
 Routing Number: 051404260
 Account Number: 0000252783482
 Bank: BB&T
 Account Name: Schnabel Management Services, Inc.



Schnabel
 ENGINEERING

Please remit payment to:
 Schnabel Engineering South, P.C.
 P.O. Box 7422
 Merrifield, VA 22116-7422

Accounts Payable
 N.C. Dept. Of Environmental Quality
 NC DENR Office of the Controller
 1606 Mail Service Center
 Raleigh, NC 27699-1606

September 27, 2017

Project No: 17C21008.01
 Invoice No: 2014667
 Payment Terms: 30
 PO Number: NC10370113-V2

Invoice Total \$20,900.00

LQ17002-Emergency Project Woodlake Dam Breach
 (Engineering & Construction SVCs)

DEQ Project # LQ 17002

Professional Services from August 12, 2017 to September 22, 2017

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
01 - Design Services	15,000.00	100.00	15,000.00	15,000.00	0.00
02 - Construction Monitoring/Admin	104,500.00	88.00	91,960.00	71,060.00	20,900.00
03 - Record Drawings	12,400.00	0.00	0.00	0.00	0.00
Total Fee	131,900.00		106,960.00	86,060.00	20,900.00
		Total Fee			20,900.00
			Total this Invoice		\$20,900.00



N.C. Department of Environmental Quality
Financial Services Division

CONTRACT EXPENDITURE REPORT

(DO NOT USE the Cash Disbursements Code Sheet for Contract Payments.)

PLEASE USE YOUR TAB KEY TO ACCESS AVAILABLE FIELDS

Reporting Period (Date)	<u>October 6, 2017</u>	Purchase Order Number (Required)	<u>NC10370113</u>
Division/Section/Prog	<u>DEMLR / Dam Safety</u>	PO Line Number (Required)	<u>1</u>
Contract Number	_____	Fiscal Year (Required)	<u>2017/2018</u>
Contractor	<u>Schnabel</u>	Total Current Expenditures (Required)	<u>\$20,900.00</u>
Purpose	<u>Woodlake Dam Breach</u>		

Invoice Number	Invoice Date	Company	Account (Account must match account on P.O.)	1099 code	Center (Center must match Center on P.O.)	Total
2014667	9/27/17	1602	534420		28248243DR16	\$20,900.00
Grand Total						\$20,900.00

FINAL payment: OK to close PO OK to close PO Line _____

NC Grant ID No. _____
 FED ID No. _____
 BID ID No. _____

Brian Sten 10-6-17
 Contract Administrator (Mandatory Signature) Date

Brian Lane 10-6-17
 for *Toby E Vinson*
 Division/Section Head (Mandatory Signature) Date

D. Hughes 10-6-17
 Fiscal/Budget Officer (Mandatory Signature) Date

Contract Recap for Line	<u>1</u>
Beginning Balance for Line	<u>\$131,900.00</u>
Total YTD Payments	<u>\$106,960.00</u>
Ending Balance Available	<u>\$24,940.00</u>

Mall to: Jackie Moore
 FSD - Office of the Controller
 1606 Mail Service Center
 Raleigh, NC 27699-1606

PLEASE USE BLUE PAPER

Invoice

Federal ID#: 20-1543090
For questions concerning this invoice
call Accounts Receivable: 804.264.3222
Routing Number: 051404260
Account Number: 0000252783482
Bank: BB&T
Account Name: Schnabel Management Services, Inc.



Schnabel
ENGINEERING

Please remit payment to:
Schnabel Engineering South, P.C.
P.O. Box 7422
Merrifield, VA 22116-7422

Accounts Payable
N.C. Dept. Of Environmental Quality
NC DENR Office of the Controller
1606 Mail Service Center
Raleigh, NC 27699-1606

December 13, 2017
Project No: 17C21008.01
Invoice No: 2015549
Payment Terms: 30
PO Number: NC10370113-V2

Invoice Total \$6,908.00

LQ17002-Emergency Project Woodlake Dam Breach
(Engineering & Construction SVCs)

DEQ Project # LQ 17002

Professional Services from September 23, 2017 to November 10, 2017

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
01 - Design Services	15,000.00	100.00	15,000.00	15,000.00	0.00
02 - Construction Monitoring/Admin	104,500.00	92.00	96,140.00	91,960.00	4,180.00
03 - Record Drawings	12,400.00	22.00	2,728.00	0.00	2,728.00
Total Fee	131,900.00		113,868.00	106,960.00	6,908.00
Total Fee					6,908.00
Total this Invoice					\$6,908.00



Environmental Quality

N.C. Department of Environmental Quality
Financial Services Division

CONTRACT EXPENDITURE REPORT

(DO NOT USE the Cash Disbursements Code Sheet for Contract Payments.)

PLEASE USE YOUR TAB KEY TO ACCESS AVAILABLE FIELDS

Reporting Period (Date)	<u>December 21, 2017</u>	Purchase Order Number (Required)	<u>NC10370113</u>
Division/Section/Prog	<u>DEMLR / Dam Safety</u>	PO Line Number (Required)	<u>1</u>
Contract Number	_____	Fiscal Year (Required)	<u>2017/2018</u>
Contractor	<u>Schnabel Engineering</u>	Total Current Expenditures (Required)	<u>\$6,908.00</u>
Purpose	<u>Woodlake Dam</u>		

Invoice Number	Invoice Date	Company	Account (Account must match account on P.O.)	1099 code	Center (Center must match Center on P.O.)	Total
2015549	12/13/17	1602	534420		28248243DR16	\$6,908.00
Grand Total						\$6,908.00

FINAL payment: OK to close PO OK to close PO Line _____

NC Grant ID No. _____
 FED ID No. _____
 BID ID No. _____

Brian Shaw 12-2-18
 Contract Administrator (Mandatory Signature) Date

For Toby Vinson
Brian Shaw 12-2-18
 Division/Section Head (Mandatory Signature) Date

Contract Recap for Line	<u>1</u>
Beginning Balance for Line	<u>\$24,940.00</u>
Total YTD Payments	<u>\$6,908.00</u>
Ending Balance Available	<u>\$18,032.00</u>

[Signature] 12-21-17
 Fiscal/Budget Officer (Mandatory Signature) Date

Mail to: Jackie Moore
 FSD - Office of the Controller
 1606 Mail Service Center
 Raleigh, NC 27699-1606

PLEASE USE BLUE PAPER

FORM OF PROPOSAL

Woodlake Dam Breach
Department of Environmental Quality
SCO ID# 17-17436-01

Contract: 17 - 17 436 - 01
Bidder: Thalle Construction Co., Inc.
Date: 6/14/17

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The bidder further declares that he and his subcontractors have fully complied with NCGS 64, Article 2 in regards to E-Verification as required by Section 2.(c) of Session Law 2013-418, codified as N.C. Gen. Stat. § 143-129(j).

The Bidder proposes and agrees if this proposal is accepted to contract with the
State of North Carolina through the Department of Environmental Quality
in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of
Woodlake Dam Breach
in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the State of North Carolina, and the
Department of Environmental Quality and Schnabel Engineering
with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents, for the sum of:

SINGLE PRIME CONTRACT:

Base Bid:
Nine hundred ninety six thousand five hundred sixty Dollars(\$)996,560.00

General Subcontractor:
_____ Lic _____

Plumbing Subcontractor:
_____ Lic _____

Mechanical Subcontractor:
_____ Lic _____

Electrical Subcontractor:
_____ Lic _____

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

UNIT PRICES

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

GENERAL CONTRACT:

No. 1 <u>Class 1 Rip Rap</u>	<u>Cubic Yard</u>	Unit Price (\$) <u>78.00</u>
No. 1 <u>Number 57 Stone</u>	<u>Cubic Yard</u>	Unit Price (\$) <u>58.00</u>

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 23. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 23.

Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.


Respectfully submitted this day of June 14, 2017

Thalle Construction Co., Inc.

(Name of firm or corporation making bid)

WITNESS:


(Proprietorship or Partnership)

By: 
Signature

Name: Steve E. Kohler
Print or type

Title: President / COO
(Owner/Partner/Pres./V.Pres)

Address: 900 NC HWY 86 North
Hillsborough, NC 27278

ATTEST: 
By: Larry A. Fantozzi

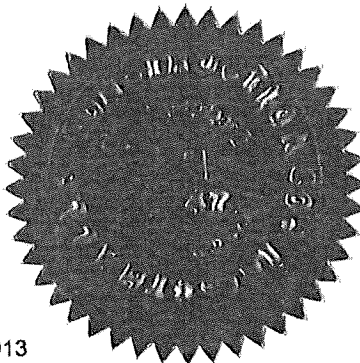
Title: Corporate Secretary
(Corp. Sec. or Asst. Sec. only)

License No. 35203

Federal I.D. No. 13 - 1734206

Email Address: LFantozzi@thalle.com

(CORPORATE SEAL)





Contractor's Application for Payment No. 1

Application Period: 6/13/17 - 7/31/17	Application Date: 8/10/2017
To State of North Carolina Department of Environmental Quality (Owner):	From Tusale Construction Company, Inc. 900 NC Highway 86 North Hillsborough, NC 27278 (Contractor):
Project: Woodlake Dam Breach	Contract: 17-17436-01A
Owner's Contract No.: 17-17436-01A	Contractor's Project No.: 17-303
	Engineer's Project No.: 17C21008
	Via (Engineer): Schnabel Engineering 11A Oak Branch Drive Greensboro, NC 27407

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
TOTALS		

NET CHANGE BY CHANGE ORDERS

1. ORIGINAL CONTRACT PRICE..... \$ 996,560.00

2. Net change by Change Order..... \$

3. Current Contract Price (Line 1 + 2)..... \$ 996,560.00

4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ 647,764.00

5. RETAINAGE:

a. Work Completed..... \$ 647,764.00

b. Stored Material..... \$

c. Total Retainage (Line 5.a + Line 5.b)..... \$

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ 647,764.00

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$

8. AMOUNT DUE THIS APPLICATION..... \$ 647,764.00

9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 8.c above)..... \$ 348,796.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Brian Sharp Date: 8/10/2017

Payment of: \$ 647,764.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: R. I. Nolasco (Engineer) Date: 8/10/2017

Payment of: \$ 647,764.00
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) Date: _____

Approved by: _____ Funding or Financing Entity (if applicable) Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application

Specification Section No.	A Description	B Scheduled Value (\$)	C Work Completed		E Materials Presently Stored (not in C or D)	F		G Balance to Finish (B - F)
			C From Previous Application (C+D)	D This Period		Total Completed and Stored to Date (C + D + E)	% (F / B)	
	Lump Sum Contract for Woodlake Dam Breach	\$996,560.00		\$647,764.00		\$647,764.00	65.0%	\$348,796.00
Totals		\$996,560.00		\$647,764.00		\$647,764.00		\$348,796.00

For (Contract): 17-17436-01A Application Number: I

Application Period: 6/13/17 - 7/31/17 Application Date: 8/10/2017



N.C. Department of Environmental Quality
Financial Services Division

CONTRACT EXPENDITURE REPORT

(DO NOT USE the Cash Disbursements Code Sheet for Contract Payments.)

PLEASE USE YOUR TAB KEY TO ACCESS AVAILABLE FIELDS

Reporting Period (Date) August 14, 2017
Purchase Order Number (Required) NC10370426
Division/Section/Prog DEMLR / Dam Safety
PO Line Number (Required) 1
Contract Number LQ17002
Fiscal Year (Required) 2017/2018
Contractor Thalle Construction
Total Current Expenditures (Required) \$647,764.00
Purpose Emergency Woodlake Dam Breach

Table with 7 columns: Invoice Number, Invoice Date, Company, Account, 1099 code, Center, Total. Includes a Grand Total row at the bottom right showing \$647,764.00.

FINAL payment: OK to close PO [checkbox] OK to close PO Line _____

NC Grant ID No. _____
FED ID No. _____
BID ID No. _____

Contract Administrator (Mandatory Signature) _____ Date _____

[Signature] 8/14/17
Division/Section Head (Mandatory Signature) Date

[Signature] 08-14-17
Fiscal/Budget Officer (Mandatory Signature) Date

Contract Recap for Line 1
Beginning Balance for Line \$996,560.00
Total YTD Payments \$647,764.00
Ending Balance Available \$348,796.00

Mail to: Jackie Moore
FSD - Office of the Controller
1606 Mail Service Center
Raleigh, NC 27699-1606

PLEASE USE BLUE PAPER



N.C. Department of Environmental Quality
Financial Services Division

CONTRACT EXPENDITURE REPORT

(DO NOT USE the Cash Disbursements Code Sheet for Contract Payments.)

PLEASE USE YOUR TAB KEY TO ACCESS AVAILABLE FIELDS

Reporting Period (Date)	<u>September 11, 2017</u>	Purchase Order Number (Required)	<u>NC10370426</u>
Division/Section/Prog	<u>DEMLR / Dam Safety</u>	PO Line Number (Required)	<u>1</u>
Contract Number	<u>LQ17002</u>	Fiscal Year (Required)	<u>2017/2018</u>
Contractor	<u>Thalle Construction Co.</u>	Total Current Expenditures (Required)	<u>\$298,968.00</u>
Purpose	<u>Woodlake Dam Breach Payment # 2</u>		

Invoice Number	Invoice Date	Company	Account (Account must match account on P.O.)	1099 code	Center (Center must match Center on P.O.)	Total
17-303	8/30/17	1602	534420		28248243DR16	\$298,968.00
Grand Total						\$298,968.00

FINAL payment: OK to close PO OK to close PO Line _____

NC Grant ID No. _____
 FED ID No. _____
 BID ID No. _____

Brian Stare WR 9-11-17
 Contract Administrator (Mandatory Signature) Date

Contract Recap for Line	<u>1</u>
Beginning Balance for Line	<u>\$996,560.00</u>
Total YTD Payments	<u>\$946,732.00</u>
Ending Balance Available	<u>\$49,828.00</u>

DeHughes for Tracy Davis
 Division/Section Head (Mandatory Signature) Date
 9-11-17

DeHughes 9-11-17
 Fiscal/Budget Officer (Mandatory Signature) Date

Mail to: Jackie Moore
 FSD - Office of the Controller
 1606 Mail Service Center
 Raleigh, NC 27699-1606

PLEASE USE BLUE PAPER

Form 3000- DENR Internal Contractual Routing Form (1/29/08)

Contact Division of Purchase and Services for assistance in completing this form: 919.715.3868

DENR Contract Number <input type="text"/> (Assigned by division contract coordinator) SCO Identification Number <input type="text"/> DENR Division <input type="text" value="DEMLR"/> Contract Administrator <input type="text" value="Brian Shane Cook, PE, LSIT"/> Address: Street/PO Box <input type="text" value="512 N Salisbury Street"/> City/State/Zip <input type="text" value="Raleigh, NC 27604"/>	Requisition Number <input type="text"/> Purchase Order Number <input type="text"/> Telephone Number <input type="text" value="919-707-9217"/> Email <input type="text" value="shane.cook@ncdenr.gov"/>
---	---

Contractor Name	<input type="text" value="NC DEQ - DEMLR - Dam Safety"/>
Eprocurement Registration Name	<input type="text" value="NC DEQ - DEMLR - Dam Safety"/>

CONTRACTOR NAME AND EPROCUREMENT REGISTRATION NAME MUST MATCH

Contractor Contact <input type="text" value="DEQ - DEMLR - Dam Safety"/> Address: Street/PO Box <input type="text" value="512 N Salisbury Street"/> City/State/Zip <input type="text" value="Raleigh, NC 27604"/>	Telephone Number <input type="text" value="919-707-9213"/> FAX Number <input type="text"/> Contractor Fed ID/SS# <input type="text"/>
---	---

Type of Action Requested (Processed by DPS Office Property & Services Section)

<input type="checkbox"/>	Design Contract	
<input type="checkbox"/>	Design Amendment	(number) <input type="text"/>
<input type="checkbox"/>	Formal Construction Contract	
<input checked="" type="checkbox"/>	Informal Construction Contract	
<input type="checkbox"/>	Change Order	(number) <input type="text"/>
<input type="checkbox"/>	Letter of Agreement	(number) <input type="text"/>

Fee is to be paid to Dam Safety

Brief Title/Location/Purpose of Action	Title <input type="text" value="Dam Safety Permitting fee"/>
<input type="text" value="Dam Safety Permitting fee for Emergency Breach of Woodlake Dam (MOORE-040)"/>	

Contract Administrator Signature <input type="text" value="Brian Shane Cook"/>	Date <input type="text" value="4-16-18"/>
--	---

Budget/Encumbrance/Unencumbrance Information

If Amendment or Change Order:	Original Contract Amount	<input type="text"/>
	Sum of Previous Changes	\$ <input type="text" value="-"/>
	Amount of this Change	\$ <input type="text" value="-"/>
	Total	<input type="text"/>

Encumbrance for This Request [Parens () around number means unencumbrance]

FY	<input type="text" value="17/18"/>	Company	<input type="text" value="1602"/>	Account	<input type="text" value="534420"/>	Fund	<input type="text" value="28248243DR16"/>	\$	<input type="text" value="12,765.56"/>
FY	<input type="text"/>	Company	<input type="text"/>	Account	<input type="text"/>	Fund	<input type="text"/>	\$	<input type="text" value="-"/>
FY	<input type="text"/>	Company	<input type="text"/>	Account	<input type="text"/>	Fund	<input type="text"/>	\$	<input type="text" value="-"/>

Budget Officer Signature <input type="text" value="Stephanie Lape"/>	Date <input type="text" value="04/16/18"/>
--	--

Contract Coordinator <input type="text" value="William E. Toby Vinson, Jr., PE, C"/> Address: Street/PO Box <input type="text" value="512 N Salisbury Street"/> City/State/Zip <input type="text" value="Raleigh, NC 27604"/>	Date Received <input type="text"/> Telephone Number <input type="text" value="919-707-9222"/> Email <input type="text" value="toby.vinson@ncdenr.gov"/>
---	---

If Returned to Contract Administrator: Date Comments Below:

Contract Coordinator Signature <input type="text" value="William E. Vinson"/>	Date <input type="text" value="4/16/18"/>
---	---

Review by Division Director (Function may be formally delegated)

Approved
Denied

Comments, if denied: _____

Division Director Signature

William E. Vinton

Date

4/16/18

Reviewing Divisions

Budget, Planning, and Analysis: review all requests = or >\$10,000: amendments when the total contract becomes = or > \$10,000

Review Comments: _____

Approved
Denied

Comments, if denied: _____

BPA Director Signature

Date

Forwarded to: _____

Forwarding date:

Purchase and Services: processes all requests for contractual type services and executes all contractual documents

Review Comments: _____

Approved
Denied

Comments, if denied: _____

P&S Director Signature

Date

Forwarded to: _____

Forwarding date:

P+S Director
was
Michael Shelton
and now is
Syed Hasan