

File No.

08 CV 51

LEAD DOCUMENT FOR
SCANNING/MICROFILMING

FEB 8 2019 AUDIT TRAIL

Date Filmed	Description	Film No.
12-3-08	Settlement	08-22-

STATE OF NORTH CAROLINA

File No.

08 CVS 51

HAYWOOD County

In The General Court Of Justice

Small Claims District Superior Court Division

Name Of Plaintiff

HAYWOOD COUNTY, NC et al.

7:00 PM 1/25
HAYWOOD COUNTY, N.C.C.

NOTICE OF

VOLUNTARY DISMISSAL

COMPLAINT
 COUNTERCLAIM
 OTHER

Name Of Defendant

GREGORY TODD FERGUSON et al.

VERSUS

G.S. 1A-1, Rule 41

Complete the following information if known:

Court Date Time AM PM Location

The plaintiff gives notice of voluntary dismissal in this case as to all of the defendants. with prejudice without prejudice

The plaintiff gives notice of voluntary dismissal in this case only as to the defendants named below and this case remains open as to defendants not listed. (Name of defendants for whom dismissal taken.) with prejudice without prejudice

The defendant gives notice of voluntary dismissal of the counterclaim in this case as to all of the plaintiffs. with prejudice without prejudice

The defendant gives notice of voluntary dismissal in this case only as to the plaintiffs named below and the counterclaim remains open as to plaintiffs not listed. (Name of plaintiffs for whom dismissal taken.) with prejudice without prejudice

ONLY AS TO DEFENDANT GREGORY TODD FERGUSON

Other:

Date

Plaintiff Or Attorney

Date

Defendant Or Attorney

NOTE TO CITY OR COUNTY PLAINTIFF: If, pursuant to G.S. 7A-317, you were not required to advance costs when filing the complaint to which you are taking a voluntary dismissal, you must pay the costs to the Clerk of Superior Court upon taking a voluntary dismissal. You may not refile this lawsuit without paying the costs. G.S. 1A-1, Rule 41.

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
File No. 08 CVS 51

2008 NOV 25 PM 3:55
HAYWOOD COUNTY, C.S.C.

HAYWOOD COUNTY, NORTH
CAROLINA and WILLIAM LUCIUS
JONES, by his guardian, SAM
UNDERWOOD,

Plaintiffs,

v.

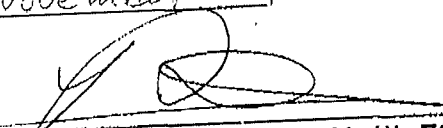
GREGORY TODD FERGUSON,

Defendant.

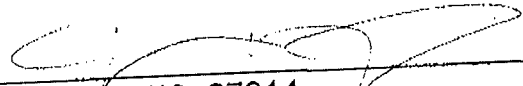
RELEASE OF LIS PENDENS

COMES NOW Defendant, by and through counsel, and hereby releases,
withdraws, and cancels his prior Notice of Lis Pendens, which was filed on June 12,
2008 with the Haywood County Clerk of Superior Court and recorded on June 13,
2008 at Book RB 738, Page 1579 with the Haywood County Registry.

DATED this 25th day of November, 2008.



RUSSELL L. MCLEAN, III, 7220
Attorney for Defendant
244 North Main Street
Waynesville, North Carolina 28786
Tel: (828) 452-2896



JEFF D. JONES, 27914
Attorney for Defendant
232 North Main Street
Waynesville, North Carolina 28786
Tel: (828) 452-2220

STATE OF NORTH CAROLINA,
HAYWOOD COUNTY.

FILED
NOV 25 PM 3:34

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
File No: 08-CVS-51

HAYWOOD COUNTY, NORTH
CAROLINA, and WILLIAM LUCIUS
JONES, by his Guardian, SAM M.
UNDERWOOD,

HAYWOOD COUNTY, C.S.C.

Plaintiffs,

vs.

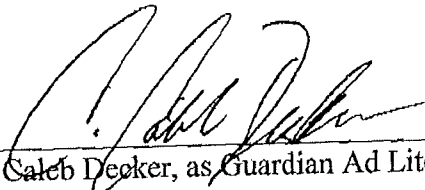
GREGORY TODD FERGUSON,
Defendant.

ACCEPTANCE OF SERVICE
BY C. CALEB DECKER AS
GUARDIAN AD LITEM

C. Caleb Decker does hereby accept the appointment as Guardian Ad Litem to represent the interest of the minor child, Colton Wyatt Ferguson, in the above-captioned proceeding, and service by an officer is expressly waived.

C. Caleb Decker does further make general appearance as Guardian Ad Litem and does voluntarily submit to the jurisdiction of the Court in the above entitled action, hereby waiving his right to file an answer in the above-entitled matter, and further does certify that he is more than 18 years of age and that he is not under any legal disability or restraint.

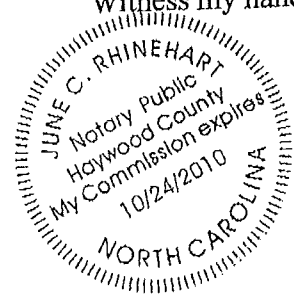
This the 25TH day of November, 2008.

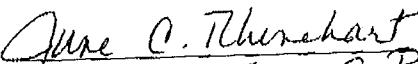

C. Caleb Decker, as Guardian Ad Litem

STATE OF NORTH CAROLINA
HAYWOOD COUNTY

I, June C. Rhinehart, a Notary Public, do hereby certify that C. Caleb Decker, as Guardian Ad Litem of the minor child, Colton Wyatt Ferguson, personally appeared before me this day and acknowledged the due execution of the foregoing Acceptance of Service.

Witness my hand and notarial seal, this 25TH day of November, 2008.




Printed Name: June C. Rhinehart
Notary Public
My Commission Expires 10-24-10

STATE OF NORTH CAROLINA,

IN THE GENERAL COURT OF JUSTICE

HAYWOOD COUNTY,

SUPERIOR COURT DIVISION

File No: 08-CVS-51

HAYWOOD COUNTY, C.S.C.

HAYWOOD COUNTY, NORTH CAROLINA, DENNIS HALL)
EXECUTOR OF THE ESTATE OF)
WILLIAM LUCIUS JONES, DECEASED,)
AND DENNIS HALL, INDIVIDUALLY,)

Plaintiffs,)

vs.)

CONSENT ORDER

GREGORY TODD FERGUSON,)
C. CALEB DECKER, as Guardian for)
COLTON WYATT FERGUSON,)
a minor child,)

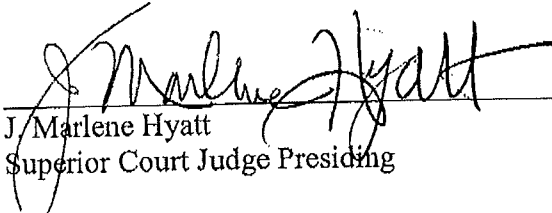
Defendants.)

This matter coming on to be heard and being heard before the undersigned Superior Court Judge, upon the Motion by Personal Representative to be Substituted for Deceased Plaintiff, to Join Transferee and for Leave to Amend Complaint filed on the 17th day of September, 2008 and the Joint Motion to Join a Party filed on the 25th of November, 2008.


Upon consent of the parties, it is hereby ordered:


1. That Dennis Hall, executor of the Estate of William Lucius Jones, be substituted as a proper plaintiff in the above-captioned action.
2. That Dennis Hall, individually, be added as a party plaintiff in the above-captioned action.
3. That the motion to amend the complaint is hereby allowed and the complaint is amended as set forth in the proposed amended complaint attached to the Motion by Personal Representative to be Substituted for Deceased Plaintiff, to Join Transferee and for Leave to Amend Complaint filed on the 17th day of September, 2008.
4. That C. Caleb Decker, as Guardian ad Litem for Colton Wyatt Ferguson, a minor child, be joined as a party Defendant.

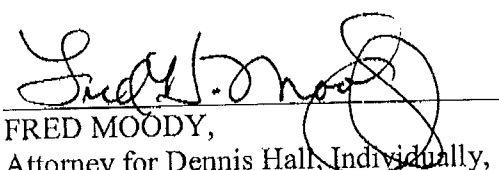
This the 25 day of November, 2008

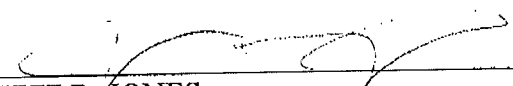

J. Marlene Hyatt
Superior Court Judge Presiding

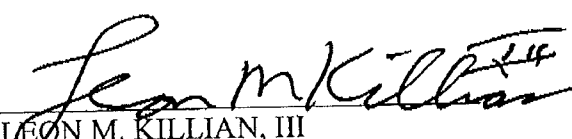
WE CONSENT:


T. MICHAEL JORDAN
Attorney for Dennis Hall, Individually,
and as Executor of the
Estate of William Lucius Jones, Plaintiff
NC Bar #6697
154 N. Main Street, Suite 1
Professional Building
Waynesville, NC 28786


RUSSELL L. McLEAN, III
Attorney for Gregory Todd Ferguson
NC Bar # 7220
244 North Main Street
Waynesville, NC 28786


FRED MOODY,
Attorney for Dennis Hall, Individually,
and as Executor of the
Estate of William Lucius Jones, Plaintiff


JEFF D. JONES
Attorney for Gregory Todd Ferguson
NC Bar # 27614
232 North Main Street
Waynesville, NC 28786


LEON M. KILLIAN, III
Attorney for Haywood County, North
Carolina
NC Bar #2526
Nelson Mullins Riley & Scarborough, LLP
P.O. Box 30519
Raleigh, NC 27622-0519

STATE OF NORTH CAROLINA,
HAYWOOD COUNTY.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
File No: 08-CVS-51

HAYWOOD COUNTY, NORTH)
CAROLINA, DENNIS HALL)
EXECUTOR OF THE ESTATE OF)
WILLIAM LUCIUS JONES, DECEASED,)
AND DENNIS HALL, INDIVIDUALLY,)

Plaintiffs,)

vs.)

GREGORY TODD FERGUSON,)
C. CALEB DECKER, as Guardian Ad Litem)
for COLTON WYATT FERGUSON,)
a minor child,)
Defendants.)

**ORDER APPROVING
SETTLEMENT FOR A MINOR
CHILD AND DISMISSAL**

2008 NOV 25 PM 3:34
HAYWOOD COUNTY, N.C.
C

THIS MATTER was heard by the undersigned Judge at the November 25, 2008, term of the Superior Court of Haywood County upon Defendant C. Caleb Decker's, as Guardian Ad Litem for Colton Wyatt Ferguson, a minor child, Motion for Approval of Settlement for a minor child and Dismissal.

This action was maintained as a Counterclaim by Defendant C. Caleb Decker, Guardian Ad Litem for Colton Wyatt Ferguson, a minor child, seeking a declaratory judgment, an action to establish the validity of a Deed, an action to quiet title, reformation of a North Carolina Non-Warranty Deed, a constructive/resulting trust and breach of contract. Said counterclaims being derivative of those same counterclaims made by co-Defendant, Gregory Todd Ferguson. It is agreed by the parties that this Court has jurisdiction of the parties and the subject matter of this action and that the Court need not make findings of fact or conclusions of law.

It appeared to the Court that Colton Wyatt Ferguson is a minor and is represented by Defendant, C. Caleb Decker, as Guardian Ad Litem for Colton Wyatt Ferguson, a minor child, who was duly appointed by this Court, and that the parties have agreed to

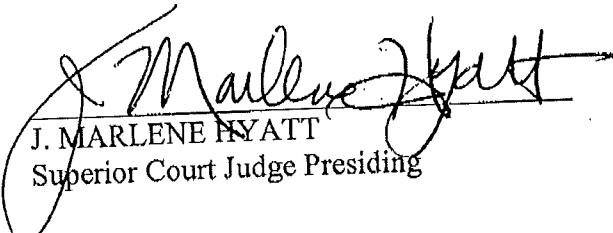
compromise and settle all disputes between Defendant C. Caleb Decker, as Guardian ad Litem for Colton Wyatt Ferguson, a minor child, and the terms of this settlement are set out in the Settlement Agreement and Release provided to the Court.

It further appeared that Defendant C. Caleb Decker's, as Guardian Ad Litem for the minor child, Colton Wyatt Ferguson, a minor child, counterclaim is disputed and that this settlement is in the best interest of Colton Wyatt Ferguson, a minor child.

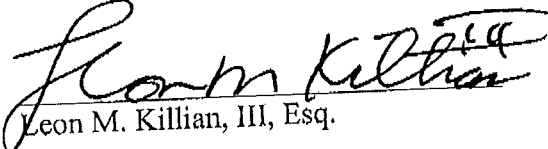
IT IS THEREFORE ORDERED that Defendant C. Caleb Decker's counterclaims be dismissed with prejudice upon payment into the Office of the Clerk of Superior Court of Haywood County, North Carolina to be held for the benefit of Colton Wyatt Ferguson, a minor child, until such time as he attains majority, by Plaintiff the sum of Twenty Five Thousand Dollars (\$25,000.00) and that the terms of the Settlement Agreement and Release executed by the parties are hereby approved.


It is further ordered that this Judgment is in final and complete settlement of any and all claims which have arisen or which may arise in favor of Defendant C. Caleb Decker on behalf of Colton Wyatt Ferguson, a minor child, against Plaintiffs and as are set forth in the pleadings in the above-entitled action.

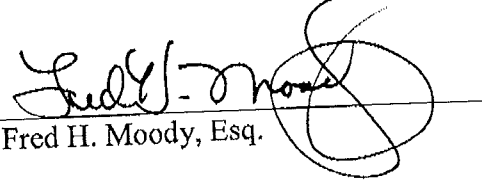
This the 25th day of November, 2008

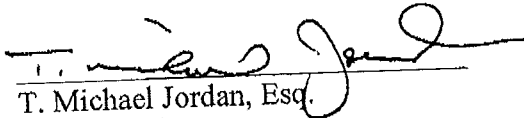

J. MARLENE HYATT
Superior Court Judge Presiding

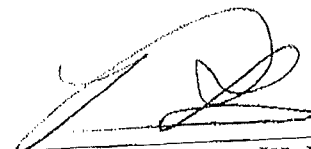
Consented to by:


Leon M. Killian, III, Esq.

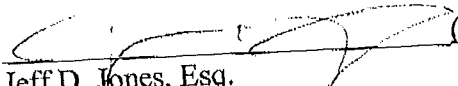

C. Caleb Decker, Esq. as Guardian
Ad Litem of Colton Wyatt Ferguson,
a minor child.


Fred H. Moody, Esq.


T. Michael Jordan, Esq.



(SEAL)
Russell L. McLean, III, Esq.



(SEAL)
Jeff D. Jones, Esq.

STATE OF NORTH CAROLINA,
HAYWOOD COUNTY.

FILED
NOV 25 PM 3:58
HAYWOOD COUNTY, C.S.C.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
File No: 08-CVS-51

HAYWOOD COUNTY, NORTH
CAROLINA, DENNIS HALL)
EXECUTOR OF THE ESTATE OF)
WILLIAM LUCIUS JONES, DECEASED,)
AND DENNIS HALL, INDIVIDUALLY,)

Plaintiffs,)

vs.)

GREGORY TODD FERGUSON,)
C. CALEB DECKER, as Guardian Ad Litem)
for COLTON WYATT FERGUSON,)
a minor child,)

Defendants.)

MOTION FOR APPROVAL
OF SETTLEMENT FOR A MINOR
CHILD AND DISMISSAL

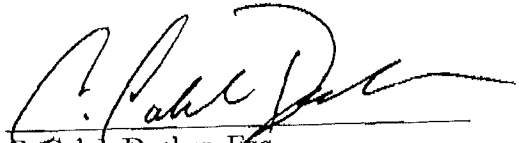
Defendant C. Caleb Decker, as Guardian Ad Litem for Colton Wyatt Ferguson, a minor child, moves this Court pursuant to Rule 17(e) of the North Carolina Rules of Civil Procedure for an order approving the settlement of this action and dismissing the counterclaims of Defendant C. Caleb Decker, as Guardian Ad Litem for Colton Wyatt Ferguson. In support of this motion, the parties hereto state:

1. Defendant C. Caleb Decker is the duly appointed guardian ad litem for Colton Wyatt Ferguson, a minor, and has maintained this action seeking a declaratory judgment, an action to establish the validity of a deed, an action to quiet title, a reformation of a North Carolina non-warranty deed, a constructive/resulting trust and breach of contract.
2. All of the counterclaims of Defendant C. Caleb Decker, as Guardian Ad Litem for Colton Wyatt Ferguson, a minor child, and as set forth in preceding paragraph #1 are derivative of those same counterclaims made by Co-Defendant Gregory Todd Ferguson.
3. Defendant C. Caleb Decker, as Guardian Ad Litem for Colton Wyatt Ferguson, a minor child, has negotiated a compromise with Plaintiffs and has agreed to accept Twenty-Five Thousand Dollars (\$25,000.00) in full settlement of all counterclaims. The terms of the settlement are reflected in the Settlement Agreement and Release the parties have executed, which has been provided to the Court.

4. C. Caleb Decker believes that this settlement is in the best interest of Colton Wyatt Ferguson in that his counterclaims, as stated previously herein are derivative of those of Co-Defendant Gregory Todd Ferguson. Further, because the counterclaims are derivative, the likelihood of the minor child prevailing is tenuous at best.
5. This settlement, if approved, will resolve all the counterclaims of Defendant C. Caleb Decker, as Guardian Ad Litem for Colton Wyatt Ferguson, a minor child, and said counterclaims should be dismissed.

WHEREFORE, Defendant C. Caleb Decker, as Guardian Ad Litem for Colton Wyatt Ferguson, a minor child, prays the Court that the settlement of this action be approved and his Counterclaims dismissed.

This the 25th day of November, 2008



C. Caleb Decker, Esq.,
Guardian Ad Litem
for Colton Wyatt Ferguson
258 N. Main Street
Waynesville, NC 28786

STATE OF NORTH CAROLINA, IN THE GENERAL COURT OF JUSTICE
 HAYWOOD COUNTY, SUPERIOR COURT DIVISION
 File No: 08-CVS-51
 HAYWOOD COUNTY, C.S.C.


HAYWOOD COUNTY, NORTH)	
CAROLINA, and WILLIAM LUCIUS)	
JONES, by his Guardian, SAM M.)	
UNDERWOOD,)	
)	Plaintiffs,
vs.)	
)	JOINT MOTION TO
)	JOIN A PARTY
GREGORY TODD FERGUSON,)	
C. CALEB DECKER, as Guardian for)	
COLTON WYATT FERGUSON,)	
a minor child,)	
)	Defendants.

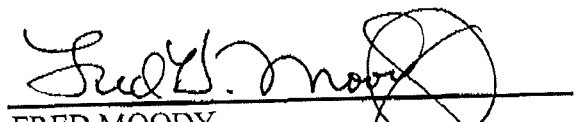
Now Come the Parties, by and through their undersigned counsel, and move this Court, pursuant to Rule 20(a) of the NC Rules of Civil Procedure, for an order joining C. Caleb Decker, as Guardian Ad Litem for Colton Wyatt Ferguson as a Defendant, and in support of said motion show unto the Court the following:

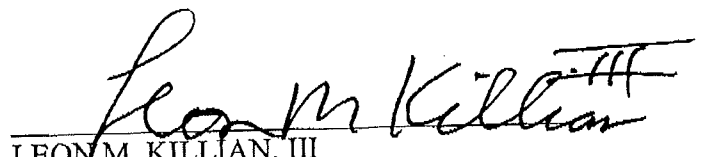
1. The subject matter of the above-captioned action involves a dispute with respect to the legal effect of the terms of a lease agreement entered into by Defendant Gregory Todd Ferguson and William Lucius Jones on September 5, 2001 and recorded at Deed Book 502, Page 203, Haywood County Registry.
2. Said dispute presents a cloud on title of the real property of the Estate of William Lucius Jones, and in addition to that cloud imposed by Defendant Gregory Todd Ferguson, an additional possible cloud exists in that the minor child of Gregory Todd Ferguson, Colton Wyatt Ferguson, is named as an individual with a potential interest in the afore-described lease.
3. The claims against both Gregory Todd Ferguson and Colton Wyatt Ferguson, therefore, arise from the same transaction and involve the same questions of law.

WHEREFORE, the Parties hereto respectfully request the Court issue an order joining C. Caleb Decker, as Guardian Ad Litem for Colton Wyatt Ferguson as a Defendant in the above-captioned action.

This the 25th day of November, 2008

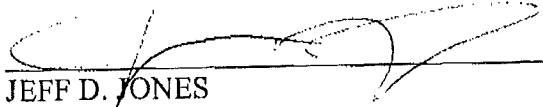

T. MICHAEL JORDAN
Attorney for Dennis Hall, Individually, and
as Executor of the Estate of William Lucius
Jones, Plaintiff


FRED MOODY,
attorney for Dennis Hall, Individually, and
as Executor of the Estate of William Lucius
Jones, Plaintiff


LEON M. KILLIAN, III
Attorney for Haywood County, North
Carolina
NC Bar #2526
Nelson Mullins Riley & Scarborough, LLP
P.O. Box 30519
Raleigh, NC 27622-0519



RUSSELL L. McLEAN, III
Attorney for Gregory Todd Ferguson
NC Bar #7220
244 North Main Street
Waynesville, NC 28786



JEFF D. JONES
Attorney for Gregory Todd Ferguson
NC Bar #27914
232 North Main Street
Waynesville, NC 28786

STATE OF NORTH CAROLINA,)
HAYWOOD COUNTY.)

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
File No: 08-CVS-51

HAYWOOD COUNTY, P.S.C.

HAYWOOD COUNTY, NORTH)
CAROLINA, and WILLIAM LUCIUS)
JONES, by his Guardian, SAM M.)
UNDERWOOD,)

Plaintiffs,)

vs.)

GREGORY TODD FERGUSON,)

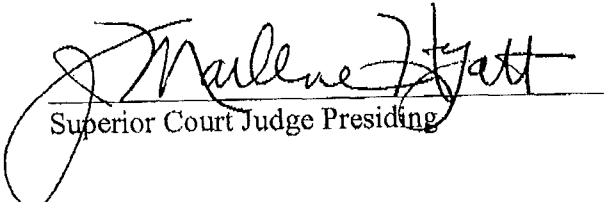
Defendant.)

**ORDER APPOINTING A
GUARDIAN AD LITEM
FOR COLTON WYATT FERGUSON
BORN 12/10/1998**

THIS MATTER coming on to be heard and being heard before the undersigned Superior Court Judge, upon the Motion of the Plaintiffs to appoint a Guardian Ad Litem for the minor child, Colton Wyatt Ferguson, and for the reasons stated in Plaintiffs' Motion,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that pursuant to the authority contained in North Carolina General Statutes 1A-1, Rule 17, and in response to the consent motion of the Parties, C. Caleb Decker, 258 N. Main Street, Waynesville, North Carolina 28786, is hereby appointed as Guardian Ad Litem for Colton Wyatt Ferguson, a minor, for the purpose of representing the interests of the minor child in the above-captioned action.

This the 25th day of November, 2008.



Superior Court Judge Presiding

STATE OF NORTH CAROLINA,
HAYWOOD COUNTY.

NOV 25 PM 3:54
HAYWOOD COUNTY, C.S.C.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
File No: 08-CVS-51

HAYWOOD COUNTY, NORTH
CAROLINA, and WILLIAM LUCIUS
JONES, by his Guardian, SAM M.
UNDERWOOD,)
)
)
 Plaintiffs,)
)
 vs.)
)
 GREGORY TODD FERGUSON,)
)
)
 Defendant.)

**MOTION TO APPOINT A
GUARDIAN AD LITEM
FOR COLTON WYATT FERGUSON
BORN 12/10/1998**

NOW COME Plaintiffs, Haywood County, North Carolina, and William Lucius Jones, by his Guardian, Sam M. Underwood, by and through their undersigned counsel, and move this Court, pursuant to Rule 17 of North Carolina Rules of Civil Procedure, to appoint a Guardian Ad Litem for the minor child, Colton Wyatt Ferguson, born December 10, 1998, and in support of said motion show unto the Court the following:

1. The above-captioned action includes a claim for relief praying of the Court to declare the parties respective rights as they pertain to a lease dated September 13, 2001, and recorded at Book 502, Page 203, Haywood County Registry.
2. Within the afore-described lease is named, the minor child, Colton Wyatt Ferguson, as an individual with a potential interest in the leasehold.
3. Prior to amending the above-captioned action to include the minor child as a Defendant, Plaintiffs are in need of a Guardian Ad Litem being appointed to represent the interest of the minor child.
4. The minor child, Colton Wyatt Ferguson, has no general guardian.
5. The Plaintiffs, by and through their undersigned counsel, recommend that the Court appoint C. Caleb Decker, attorney-at-law practicing in Haywood County, North Carolina, as Guardian Ad Litem to represent the interest of the minor child, Colton Wyatt Ferguson, in the above-captioned proceeding.

above-captioned proceeding.

6. C. Caleb Decker, 258 N. Main Street, Waynesville, North Carolina 28786, has been contacted and he has verbally agreed to act as Guardian Ad Litem for Colton Wyatt Ferguson.

7. The biological mother and legal guardian of Colton Wyatt Ferguson, Shannon Hayes consents to the appointment of Attorney C. Caleb Decker as the Guardian Ad Litem. The written consent of Shannon Hayes is attached hereto as exhibit "A".


8. Attorneys for Defendant, Gregory Todd Ferguson, Russell L. Mclean, III and Jeff D. Jones, consent to this Motion and the appointment of C. Caleb Decker.

WHEREFORE, Plaintiffs pray that the Court appoint C. Caleb Decker to serve as Guardian Ad Litem for the minor, Colton Wyatt Ferguson, born December 10, 1998, and represent his interest in the above-captioned matter.

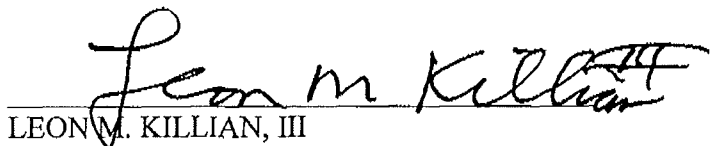
This the 25 day of November, 2008.



T. MICHAEL JORDAN
Attorney for Dennis Hall, Individually, and as
Executor of the Estate of William Lucius Jones,
Plaintiff



FRED MOODY,
Attorney for Dennis Hall, Individually, and as
Executor of the Estate of William Lucius Jones,
Plaintiff



LEON M. KILLIAN, III

STATE OF NORTH CAROLINA, IN THE GENERAL COURT OF JUSTICE
 HAYWOOD COUNTY, NOV 25 PM 3:54 SUPERIOR COURT DIVISION
 File No: 08-CVS-51

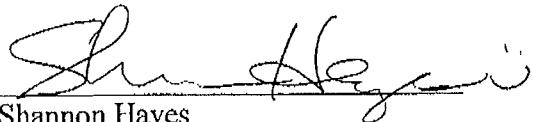
HAYWOOD COUNTY, C.S.C.
 HAYWOOD COUNTY, NORTH)
 CAROLINA, and WILLIAM EUCIUS)
 JONES, by his Guardian, SAM M.)
 UNDERWOOD,)
 Plaintiffs,)
 vs.)
 GREGORY TODD FERGUSON,)
 Defendant.)

CONSENT BY LEGAL
 GUARDIAN TO APPOINTMENT
 OF GUARDIAN AD LIETM

Now Comes the undersigned legal guardian of Colton Wyatt Ferguson, a minor child, and states as follows:

1. My name is Shannon Hayes, I am over the age of eighteen (18) years and I am the biological mother of Colton Wyatt Ferguson, born December 10, 1998.
2. Colton Wyatt Ferguson was born of my marriage to Gregory Todd Ferguson, Defendant in the above-captioned matter.
3. Subsequent to the birth of Colton Wyatt Ferguson, myself and Gregory Todd Ferguson divorced and since that time I have been the legal guardian of Colton Wyatt Ferguson.
4. I have been informed of the allegations contained in the above-captioned matter including the potential interest of Colton Wyatt Ferguson.
5. I feel that the interest of Colton Wyatt Ferguson will best be served by the appointment of a Guardian Ad Litem to represent the interest of Colton Wyatt Ferguson in the above-captioned matter.
6. I have met and discussed the above-captioned matter with Attorney C. Caleb Decker and consent to Mr. Decker being appointed as the Guardian Ad Litem for Colton Wyatt Ferguson to represent his interest in the above-captioned matter.

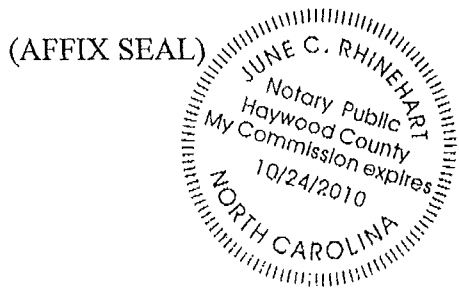
This the 19th day November, 2008


Shannon Hayes

STATE OF NORTH CAROLINA, COUNTY OF HAYWOOD

I, June C. Rhinehart a Notary of said State and County,
do hereby certify that SHANNON HAYES personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this the 19th day of November,
2008.



June C. Rhinehart
Notary Public
Printed Name: June C. Rhinehart
My Commission Expires: 10-24-10

*Do not use this form on SP's, M's, R's, Divorces, Estates or Passports (per JLR).

Haywood County Clerk of Superior Court
CIVIL RECEIPTING

08 CV 57
File Number

Payor Name: Jones, William Est of
(Party to Case) last name first name m.i.

Abstract (Judgment) Number

Payee Name: McLean Law Firm
(Pd by: attorney, interested party, etc.)

Book Page

Flag for VCAP = YES

Flag for VCAP = NO

FILING FEES:

- CVSC Superior \$ _____
- CVDC District \$ _____
- CVMC Small Claim \$ _____
- * Transfer of Jurisdiction (only when requested by Magistrate or Judge)
 - District (21220 - \$10.00 & 22220 - \$4.00) \$14.00
 - Superior (21120) \$20.00

FILING FEES:

- E/EO Estates/Estates Other \$ _____
- SP Special Proceedings \$ _____
- R Registrations \$ _____
- CDDC Divorce/Disp. Home \$ _____
- DIVB Divorce/Bed & Bd. \$ _____
- M Miscellaneous Judgments \$ _____
- Claim of Liens
- ESC
- IRS
- State Tax

SERVICE FEES:

- EXECUTION and/or POSSESSION
(when writ of possession is on a monetary judgment)
- 21430 \$ _____

SERVICE FEES:

- EXECUTION and/or POSSESSION
(when writ of possession is on a non-monetary judgment or old book and page is in existence)
- 21400 \$ _____
- SHERIFF (22515) \$ _____

MISCELLANEOUS FEES:

- MISC FILING FEE (21435) \$ _____
- COPY (21410) \$ _____
- CONFESS JUDGMENT (21400) \$ _____
- ARBITRATION APPEAL (24310) \$ 100.00
- CIVIL BONDS (26210) \$ _____
- OUT OF STATE ATTY (24625) \$ * 200.00
- * plus Out of State Bar Fee (24626) \$ * 25.00
- TRANSCRIPTS (21440) \$ _____
- RENT BOND (26220) \$ _____
- * 26310 \$ 25,000.00
- OTHER ACCOUNT #

MISCELLANEOUS FEES:

- MISC FILING FEE (21400) \$ _____
- COPY (21410) \$ _____
- CONFESS JUDGMENT (21400) \$ _____
- PURGE PAYMENT (26410) \$ _____
- ALIMONY PAYMENT (26420) \$ _____
- CIVIL BONDS (26210) \$ _____
- CONDEMNATION (26130) \$ _____
- CIVIL TRUST RECEIPT (26310) \$ _____
- ARBITRATION FEES (24311) \$ _____
- *Only if CVD
- MEDIATION (24315) \$ _____
- 30-Day Civil Revocation (24620) \$ 100.00
- Limited Driving Privilege (24335) \$ 100.00
- Misc. Other: _____ \$ _____

JUDGMENT PAYMENT:

- (Abstracted) 26115 \$ _____
- * Full Appointment Fee
- * Partial
- * Return file to below listed Civil Clerk.
 - BOND FORFEITURE (22800) \$ _____
 - Service & Execution (26115) \$ 40.00

JUDGMENT PAYMENT: (Old Docketed)

- * Full 26110 \$ _____
- * Partial Book _____ Page _____
- CLAIM OF LIEN (26600) \$ _____
(not tax or ESC)
- JUDGMENT ATTY FEE (24610) \$ _____
- * Return file to Bookkeeping.

Reviewed By: PCH

Date: 11-26-08

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

FILED IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
06 OCT 20 PM 3:27
FILE NO. 08-CvS-51

HAYWOOD COUNTY C.S.C.

HAYWOOD COUNTY NORTH
CAROLINA and WILLIAM LUCIUS
JONES, BY HIS GUARDIAN, SAM
UNDERWOOD,

Plaintiffs,

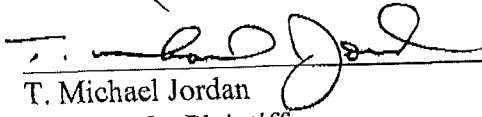
vs.

GREGORY TODD FERGUSON,
Defendant.

NOTICE OF HEARING

PLEASE TAKE NOTICE that the Motion for Extension of Discovery Period will be heard at the Haywood County Justice Center, Waynesville, North Carolina, on the 3rd day of November, 2008 at 10:00 a.m., or as soon thereafter as the matter can be heard.

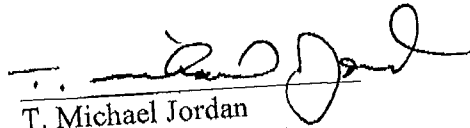
This the 20th day of October, 2008.


T. Michael Jordan
Attorney for Plaintiff
154 N. Main Street
Waynesville, NC 28786
(828) 452-5871

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date served Jeff D. Jones 232 North Main Street, Waynesville, NC 28786 and Russell L. McLean, III, 244 North Main Street, Waynesville, NC 28786 in the foregoing matter with a copy of Notice of Hearing by depositing in the United States Mail, a copy of same in properly addressed envelope with adequate postage thereon, in the manner prescribed by Rule 5 of the Rules of Civil Procedure.

This the 20th day of October, 2008.



T. Michael Jordan
Attorney for Plaintiff
154 North Main Street, Suite 1
Waynesville, NC 28786
828-452-5871

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
FILE NO. 08-CvS-51

HAYWOOD COUNTY NORTH
CAROLINA and WILLIAM LUCIUS
JONES, BY HIS GUARDIAN, SAM
UNDERWOOD,

Plaintiffs,

vs.

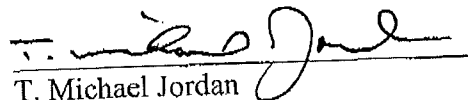
GREGORY TODD FERGUSON,
Defendant.

NOTICE OF HEARING

FILED
OCT 14 AM 9:36
HAYWOOD COUNTY N.C.S.G.

PLEASE TAKE NOTICE that the Motion by Personal Representative to be Substituted for Deceased Plaintiff, to Join Transferee and for Leave to Amend Complaint will be heard at the Haywood County Justice Center, Waynesville, North Carolina, on the 3rd day of November, 2008 at 10:00 a.m., or as soon thereafter as the matter can be heard.

This the 14~~th~~ day of October, 2008.

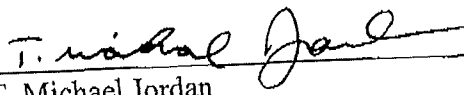

T. Michael Jordan
Attorney for Plaintiff
154 N. Main Street
Waynesville, NC 28786
(828) 452-5871

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he has served a copy of the foregoing Motion upon counsel of record by mailing a true copy thereof, through the United States Mail, first class, postage prepaid, on this the 14th day of October, 2008, and addressed as follows:

Jeff D. Jones
232 North Main Street
Waynesville, NC 28786

Russell L. McLean, III
244 North Main Street
Waynesville, NC 28786


T. Michael Jordan
NC Bar No. 6697
154 N. Main Street, Suite 1
Professional Building
Waynesville, NC 28786

BY _____
OCT 14 AM 10:37
WAYNESVILLE COUNTY C.S.C.
FILED

Attorney for the Plaintiffs, Dennis Hall, Executor of the
Estate of William Lucius Jones and Dennis Hall,
Individually

STATE OF NORTH CAROLINA IN THE GENERAL COURT OF JUSTICE
 COUNTY OF HAYWOOD SUPERIOR COURT DIVISION
 File No. 08 CVS 51

HAYWOOD COUNTY, NORTH)
 CAROLINA and WILLIAM LUCIUS)
 JONES, by his guardian, SAM)
 UNDERWOOD,)
)
 Plaintiffs,)
)
 v.)
)
 GREGORY TODD FERGUSON,)
)
 Defendant.)

[Handwritten signature]

**DEFENDANT'S COMBINED
 RESPONSE TO PLAINTIFFS'
 MOTIONS TO SUBSTITUTE
 PARTIES, TO JOIN A PARTY,
 TO AMEND THE COMPLAINT,
 & TO EXTEND THE DISCOVERY PERIOD**

COMES NOW Defendant, by and through counsel, and, in response to Plaintiffs' Motion By Personal Representative to Be Substituted for Deceased Plaintiff, to Join Transferee and for Leave to Amend Complaint, and in response to Plaintiffs' Motion for Extension of Discovery Period, hereby states as follows:

1. On January 14, 2008, the complaint was filed in this matter.
2. On January 19, 2008, service was accomplished upon Defendant.
3. On March 19, 2008, Defendant filed his answer and counterclaims.
4. On May 22, 2008, Plaintiffs filed their reply to the counterclaims.
5. On May 27, 2008, Judge Hyatt signed an Order for Mediated Settlement Conference, thereby directing the parties to mediation.
6. Also on May 27, 2008, the Trial Court Coordinator filed her Notice of Tentative Trial Schedule, delineating the various deadlines for discovery and trial.
7. Instead of conducting discovery or seeking a mediator, on May 28, 2008, Plaintiffs filed a Motion for Leave to File an Amended Complaint. Plaintiffs never noticed this motion in for hearing.

8. Plaintiff Jones died on June 1, 2008, and Dennis Hall was appointed as the executor of his estate shortly thereafter.

9. On September 17, 2008, Plaintiffs filed their Motion By Personal Representative to Be Substituted for Deceased Plaintiff, to Join Transferee and for Leave to Amend Complaint (a second proposed amendment nearly identical to the first one).

10. On September 18, 2008, Plaintiff also filed their Motion for Extension of Discovery Period.

11. None of Plaintiffs' motions have been noticed in for hearing or otherwise consented to by Defendant.

12. The discovery period has run, and the case has not been mediated.

13. Plaintiffs' proposed amendment to the complaint is some 172 paragraphs (the initial complaint was 32 paragraphs) and seeks to incorporate new claims which are barred the by statute of limitations, to wit: fraud, misrepresentation, and default on promissory notes.


14. While it is proper to substitute Dennis Hall, as executor for the estate of Plaintiff Jones, Plaintiffs' other motions are interposed for the purpose of delay and the proposed additional claims to be added in an amended complaint would be futile. See, N.C. Gen. Stat. §1-52, and, e.g., Brackett v. SGL Carbon Corporation, 158 N.C. App. 252 (2003) and North Carolina Council of Churches v. State, 120 N.C. App. 24 (1995).

WHEREFORE, Defendant respectfully requests the Court to:


1. Grant the motion to substitute Dennis Hall, as executor, for Plaintiff Jones;
2. Deny the motion to join Dennis Hall individually as a party;
3. Deny Plaintiffs' motion to amend the complaint to add the additional claims of fraud, misrepresentation, and default on promissory notes;
4. Deny Plaintiffs' motion to extend the discovery period;
5. Set this matter on the trial docket; and

6. Such other and further relief as the Court finds appropriate and just.

DATED this 3rd day of October, 2008.



RUSSELL L. MCLEAN, III, 7220
244 North Main Street
Waynesville, North Carolina 28786
Tel: (828) 452-2896



JEFF/D. JONES, 27914
232 North Main Street
Waynesville, North Carolina 28786
Tel: (828) 452-2220

Attorneys for Defendant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that **Defendant's Combined Response to Plaintiffs' Motions to Substitute Parties, to Join a Party, & to Amend the Complaint, & to Extend the Discovery Period** was served upon Plaintiffs by depositing a copy of the same in a postpaid and properly-addressed wrapper in a post office or official depository under the exclusive care and custody of the United State Postal Service this the 3rd day of October, 2008, addressed as follows:

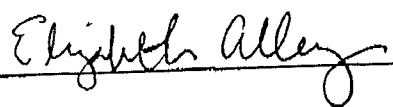
Attorneys for Dennis Hall, individually, and as Executor

T. Michael Jordan
154 North Main Street, Suite 1
Waynesville, NC 28786

Fred H. Moody, Jr.
Post Office Box 670
Bryson City, NC 28713

Attorneys for Haywood County

Leon M. Killian, III
Reed J. Hollander
Nelson Mullins Riley & Scarborough, LLP
Glen Lake One
4140 Parklake Avenue, Suite 200
Raleigh, North Carolina 27612



STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

HAYWOOD COUNTY NORTH
CAROLINA and WILLIAM LUCIUS
JONES, BY HIS GUARDIAN, SAM
UNDERWOOD

Plaintiffs,

vs.

GREGORY TODD FERGUSON,

Defendant.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
08 CVS 51

SEP 16 PM 1:20

HAYWOOD COUNTY, C.S.C.

**MOTION FOR EXTENSION OF
DISCOVERY PERIOD**

Pursuant to Rule 6(b) of the North Carolina Rules of Civil Procedure and Rule 1(a) of the Amended Case Management Plan for Superior Civil Cases, Judicial District 30B, Haywood and Jackson Counties ("Amended Case Management Plan"), Plaintiffs move the Court to enlarge the discovery period in this matter up to and including December 22, 2008. In support of this motion, Plaintiffs show the Court the following:

1. On January 14, 2008, Plaintiffs commenced this action in the Superior Court of Haywood County, North Carolina, seeking a declaratory judgment.
2. The last pleading – Plaintiffs' Reply to Defendant's Counterclaims – was filed on or about May 22, 2008.
3. Under Rule 1(a) of the Amended Case Management Plan, the 120-day period after the filing of the Answer or last required pleading "shall be reserved exclusively for discovery," and a case can be calendared for trial after the lapse of the 120-day period. However, for good cause shown, the Senior Resident Superior Court Judge can extend the discovery period.

4. Only 10 days after the filing of the last pleading, on June 1, 2008, Plaintiff William Lucius Jones died.

5. Dennis Hall was duly appointed, has duly qualified, and is acting as executor of Mr. Jones's estate.

6. Mr. Hall, as executor, has filed a motion to be substituted as Plaintiff in place of Mr. Jones and Sam Underwood, Mr. Jones's guardian. Additionally, as sole beneficiary under the Last Will and Testament of Mr. Jones, Mr. Hall has filed a motion to be added as a plaintiff in his individual capacity. Plaintiffs have also sought leave to amend the Complaint.

7. There has been no discovery conducted by either party in this matter.

8. Although the parties have been engaged in settlement discussions in an effort to resolve this matter, such discussions have been complicated by the death of Mr. Jones.

9. Orders regarding matters of discovery are addressed to the sound discretion of the trial judge and will not be disturbed on appeal absent a showing of abuse. See Hudson v. Hudson, 34 N.C. App. 144, 237 S.E.2d 479, disc. review denied, 293 N.C. 589, 239 S.E.2d 264 (1977).

10. Plaintiff's counsel has discussed the need for additional time to conduct discovery with Defendant's counsel, and Defendant's counsel does not oppose the extension.

11. This motion is made prior to the expiration of the 120-day discovery period and is not made for the purposes of delay.

WHEREFORE, Plaintiffs request:

1. That the Court extend the deadline for the completion of discovery until December 22, 2008; and

2. That the Court grant such other and further relief as the Court deems just and proper.

Respectfully submitted, this the 8th day of September, 2008.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Leon M. Killian

Leon M. Killian

NC Bar No. 2526

E-Mail: chip.killian@nelsonmullins.com

Reed J. Hollander

NC Bar No. 23405

E-Mail: reed.hollander@nelsonmullins.com

4140 Parklake Avenue / GlenLake One

Second Floor

Raleigh, NC 27612

Telephone: (919) 877-3800

Facsimile: (919) 877-3149

Attorneys for the Plaintiff Haywood County, North Carolina

T. Michael Jordan

T. Michael Jordan

NC Bar No. 6697

154 N. Main Street, Suite 1

Professional Building

Waynesville, NC 28786

Attorney for Plaintiffs, Dennis Hall, Executor of the Estate of William Lucius Jones and Dennis Hall, Individually

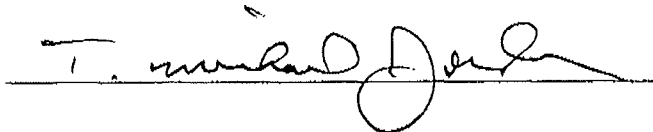
CERTIFICATE OF SERVICE

SEP 18 PM 1:20

The undersigned hereby certifies that he has served a copy of the foregoing document upon counsel of record by mailing a true copy thereof, through the United States Mail, first class, postage prepaid, on this the 15th day of September 2008, and addressed as follows:

Jeff D. Jones
232 North Main Street
Waynesville, NC 28786

Russell L. McLean, III
244 North Main Street
Waynesville, NC 28786



NORTH CAROLINA
HAYWOOD COUNTY

GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
08-CVS-51

HAYWOOD COUNTY NORTH CAROLINA
And WILLIAM LUCIUS JONES, BY HIS
GUARDIAN, SAM UNDERWOOD,

Plaintiffs

v.

GREGORY TODD FERGUSON,

Defendant

2008 SEP 17 PM 3:32
CLERK OF SUPERIOR COURT
C.S.C.

**MOTION BY PERSONAL REPRESENTATIVE TO BE SUBSTITUED FOR DECEASED
PLAINTIFF, TO JOIN TRANSFEREE AND FOR LEAVE TO AMEND COMPLAINT**

Dennis Hall, executor for the estate of William Lucius Jones, deceased, respectfully shows the court:

1.

Plaintiff William Lucius Jones died on June 1, 2008, and movant was duly appointed executor of his estate, has duly qualified and is acting as such, as shown by letters testamentary.

2.

The nature of this action is for a declaratory judgment and to quiet title to certain real estate.

3.

The cause of action survives the death of plaintiff and the time specified for the presentation of claims in G. S. 28-A-19-3 has not passed.

4.

William Lucius Jones left a Last Will and Testament which has been probated and which names Dennis Hall as his sole beneficiary.

5.

In the event William Lucius Jones owned a portion of the real estate described in the Complaint filed herein, ownership of that real estate passed to Dennis Hall upon the probate of the Will of William Lucius Jones and Dennis Hall should be joined as a party plaintiff in this action.

6.

Movant desires to amend the Complaint filed herein in accordance with the proposed Amended Complaint attached hereto.

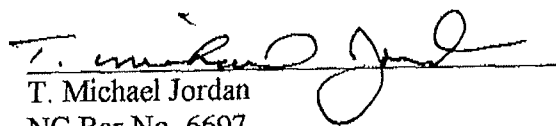
7.

Plaintiff, Haywood County, North Carolina, joins in this Motion.

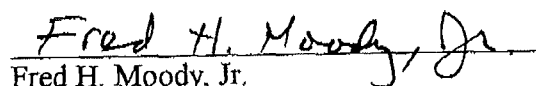
Wherefore, Movant prays the court as follows:

1. That he be substituted as plaintiff in this action pursuant to Rule 25 of the Rules of Civil Procedure.
2. That Dennis Hall, individually, be added as a party plaintiff herein pursuant to Rule 25 of the Rules of Civil Procedure.
3. That he be allowed to amend the Complaint filed herein in accordance with the Amended Complaint attached hereto pursuant to Rule 15 of the Rules of Civil Procedure.

This the 17th day of September, 2008.


T. Michael Jordan
NC Bar No. 6697
154 N. Main Street, Suite One
Professional Building
Waynesville, NC 28786
Telephone: (828) 452-5871
Facsimile (828) 452-5872

MOODY & BRIGHAM, PLLC


Fred H. Moody, Jr.
NC Bar No. 3066
PO Box 670
Bryson City, NC 28713
Telephone (828) 488-2147
Facsimile (828) 488-8775

Attorneys for Dennis Hall, Executor of the
Estate of William Lucius Jones

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: Leon M. Killian

Leon M. Killian

NC Bar No. 2526

E-Mail: chip.killian@nelsonmullins.com

Reed J. Hollander

NC Bar No. 23405

E-Mail: reed.hollander@nelsonmullins.com

4140 Parklake Avenue / GlenLake One

Second Floor

Raleigh, NC 27612

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Facsimile: (919) 877-3149

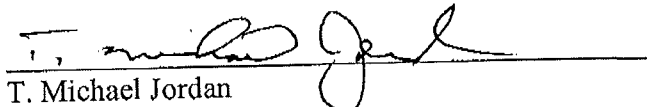
Attorneys for the Plaintiff Haywood County, North Carolina

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he has served a copy of the foregoing Motion upon counsel of record by mailing a true copy thereof, through the United States Mail, first class, postage prepaid, on this the 17th day of September, 2008, and addressed as follows:

Jeff D. Jones
232 North Main Street
Waynesville, NC 28786

Russell L. McLean, III
244 North Main Street
Waynesville, NC 28786


T. Michael Jordan
NC Bar No. 6697
154 N. Main Street, Suite 1
Professional Building
Waynesville, NC 28786

Attorney for the Plaintiffs, Dennis Hall, Executor of the
Estate of William Lucius Jones and Dennis Hall,
Individually

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
08 CVS 51

HAYWOOD COUNTY, NORTH
CAROLINA, DENNIS HALL,
EXECUTOR OF THE ESTATE OF
WILLIAM LUCIUS JONES, DECEASED
AND DENNIS HALL, INDIVIDUALLY

Plaintiffs,

vs.

GREGORY TODD FERGUSON,

Defendant.

AMENDED COMPLAINT

NOW COME the Plaintiffs Haywood County, North Carolina, hereinafter "Haywood County", Dennis Hall, Executor of the Estate of William Lucius Jones, deceased, hereinafter "Executor" and "Jones", and Dennis Hall, Individually, hereinafter "Hall", by and through their respective undersigned counsel, and for their Verified Amended Complaint against Gregory Todd Ferguson ("Ferguson"), state as follows:

PARTIES AND JURISDICTION

1. Plaintiff Haywood County is a county under N.C. Gen. Stat. § 153A-10 and by virtue of N.C. Gen. Stat. § 153A-11 brings this action.
2. Plaintiff Dennis Hall was duly qualified and is now acting as Executor of the Estate of William Lucius Jones, deceased.
3. Plaintiff Dennis Hall is the sole beneficiary of the Last Will and Testament of Jones, which was duly probated in Haywood County.
4. Upon information and belief, Defendant Ferguson is an individual residing in Haywood County.

5. All of the events and activities complained of herein occurred in Haywood County, North Carolina.

6. The real property which is the subject of this matter is located in Haywood County, North Carolina.

7. Jurisdiction and venue are proper in the Superior Court of Haywood County, North Carolina.

8. At all times relevant to this matter, prior to August 30, 2007, Jones was the fee simple owner of a parcel of real property comprising approximately 200 acres, more or less, and located in Haywood County. This parcel of property is more particularly described as set forth in Exhibit A (hereinafter, the "Property").

9. The Property had been in Jones' family for many years. On the Property, Jones and his father had operated a dairy farming operation for many years.

10. Jones' father passed away on January 30, 1996.

11. After Jones' father passed away, Jones became less interested in personally operating and managing the dairy farm on the Property.

12. Some time on or about February 19, 1996, Jones was introduced to and got to know Ferguson and his wife, Shannon Price Ferguson ("Shannon").

13. Upon information and belief, Ferguson told Jones that Ferguson wanted to lease the Property from Jones with the intent of continuing the operation of the dairy farm on the Property.

14. On or about March 2, 1996, Ferguson and Jones entered into an oral lease for Ferguson to rent from Jones the Property to run the dairy farm.

15. On or about November 5, 1997, Jones signed a lease with Ferguson and Shannon, titled "Lease Agreement", whereby Jones leased to Ferguson and Shannon the Property for the purpose of operating the dairy farm, a true and accurate copy of which is attached hereto as Exhibit B (the "First Lease").

16. The term of the First Lease was for twelve (12) years, commencing on March 1, 1996 and concluding on March 2, 2008. The rent under the First Lease was Nine Hundred Sixteen and 66/100 Dollars (\$916.66) per month.

17. The First Lease was not recorded with the Haywood County Register of Deeds.

18. The First Lease was not notarized or acknowledged.

19. On or about February 19, 1996, Ferguson and Shannon borrowed Twelve Thousand Seven Hundred Fifty Dollars and No/100 (\$12,750.00) from Jones purportedly to purchase a tractor as evidenced by a Promissory Note executed on even date from Ferguson and Shannon in favor of Jones. See promissory note attached hereto as Exhibit C.

20. Upon information and belief, Ferguson did not repay all of the principal and interest owed under the Promissory Note attached as Exhibit C.

21. On or about February 19, 1996, Ferguson and Shannon borrowed Thirty-Six Thousand One Hundred Dollars and No/100 (\$36,100.00) from Jones purportedly to purchase one hundred twenty-four (124) dairy cattle as evidenced by a Promissory Note executed on even date from Ferguson and Shannon in favor of Jones. See promissory note attached hereto as Exhibit D.

22. Upon information and belief, Ferguson did not repay all of the principal and interest owed under the Promissory Note attached as Exhibit D.

interest owed under the Promissory Note attached as Exhibit E.

25. On or about March 11, 1998, Ferguson borrowed Six Thousand Five Hundred Dollars and No/100 (\$6,500.00) from Jones as evidenced by a Promissory Note executed on even date from Ferguson and Shannon in favor of Jones. See Promissory Note attached hereto as Exhibit F.

26. Upon information and belief, Ferguson did not repay all of the principal and interest owed under the Promissory Note attached as Exhibit F.

27. To date, Ferguson still owes to Jones substantial sums under these promissory notes.

28. On or about July 27, 1998, Jones received a letter from the North Carolina Department of Environmental and Natural Resources offering a Special Agreement under the Certified Animal Waste Management Plan for the "Greg Ferguson Dairy", a true and accurate copy of which is attached hereto as Exhibit G.

29. On or about May 17, 2000, Ferguson as applicant and Leslie Smathers as Technical Representative executed the North Carolina Agriculture Cost Sharing Program Conservation Plan of Operation whereby One Hundred Thirty-Three Thousand Nine Hundred One Dollars and No/100 (\$133,901.00) were allocated to be paid to Greg Ferguson Dairy upon

compliance with program requirements, a true and accurate copy of which is attached hereto as

Exhibit H.

30. Between 2000 and 2002, Ferguson received several Notices of Violation from Leslie Smathers regarding violations of DENR regulations at the dairy farm on the Property.

31. Ferguson failed to meet the program requirements for the North Carolina Agriculture Cost Sharing Program because his operation of the dairy farm on the Property was so sub-standard.

32. After March 21, 2001, Ferguson essentially abandoned operation of the dairy farm, leaving fences unrepaired, cows to starve and wander the property unrestrained, and otherwise utterly failing to conduct any ongoing dairy farming operations on the Property.

33. On or about April 13, 2002, Carlyle Ferguson, the Chairman of the Haywood Soil & Water Conservation District, wrote a letter to Ferguson cancelling the North Carolina Agriculture Cost Share Program contract stating "since you are no longer operating the dairy at that location" and notifying Ferguson that the funds were being returned to the North Carolina Agriculture Cost Share Program. A true and accurate copy of the letter is attached hereto as

Exhibit I.

34. On or about July 10, 2001, Jones executed a will leaving certain property to Hall, a true and accurate copy of which is attached hereto as **Exhibit J.**

35. On or about July 23, 2001, Jones executed a will revoking any and all former Will, codicils and letters of testamentary intent previously made and expressly declared his intention of leaving all of his estate and property to Hall, a true and accurate copy of which is attached hereto as **Exhibit K** ("July 23 Will").

36. In the July 23 Will, Jones expressly granted "all that real property located in Jonathan Creek Township to Dennis Hall subject to a lease to Greg Ferguson for and during his lifetime, to be leased in an amount to be determined in the discretion of Dennis Hall or fair market value whichever is less."

37. On or about February 6, 2002, Jones executed a will revoking any and all former Will, codicils and letters of testamentary intent previously made and expressly declared his intention of leaving all of his estate and property to Hall, a true and accurate copy of which is attached hereto as Exhibit L.

38. On or about August 1, 2001, Ferguson executed a General Power of Attorney naming Gayna Woody Edmonds ("Woody") as his attorney-in-fact, the document being recorded in the Haywood County Register of Deeds office in Book 503, Page 565.

39. On or about September 13, 2001, a document was indexed and recorded as a "Lease" at Book 502, Page 203 of the Haywood County Registry and appears in its entirety at Book 502, Pages 203 through 211 (hereinafter, the "Second Lease"). A copy of the Second Lease is attached hereto as Exhibit M.

40. The Second Lease purports to have been entered into by and between Jones as Owner or Lessor and Ferguson as Tenant or Lessee, on or about September 5, 2001.

41. The Second Lease was drafted by Woody.

42. Woody is not an attorney and is not licensed to practice law in the State of North Carolina.

43. Woody conspired with Ferguson to attempt to obtain the entire interest of Jones in the Property through use of the "General Agreement" which was included as a part of the Second Lease.

44. Upon information and belief, the Second Lease was signed at the home of Jones on or about September 5, 2001.

45. Upon information and belief, Jones, Ferguson, and Woody were the only people present in the home of Jones when the Second Lease was purportedly signed by Jones.

46. Upon information and belief, C. Colleen Williamson was not present in the home of Jones when the Second Lease was purportedly signed by Jones.

47. Upon information and belief, Jones was not represented by an attorney with reference to the Second Lease at any time prior to or at the signing of the Second Lease.

48. Upon information and belief, Jones was pressured or coerced into signing the "General Agreement" page as part of the Second Lease.

49. Upon information and belief, Jones was tricked or deceived into signing the Second Lease.

50. On or about April 1, 2002, Jones brought a Summary Ejectment action against Ferguson and filed a Complaint in Summary Ejectment in the Haywood County District Court, 02 CVM 198 alleging Ferguson was delinquent with rent in the amount of \$7,650.00, a true and accurate copy of which is attached hereto as Exhibit N (the "Summary Ejectment Complaint").

51. On or about April 1, 2002, the Summary Ejectment Complaint was served upon Ferguson, as evidenced by the Magistrate Summons issued on even date, a true and accurate copy of which is attached hereto as Exhibit O.

52. On or about April 12, 2002, the Judgment in Action for Summary Ejectment was entered by the Court finding that Ferguson was delinquent in rent on the Property in the amount of \$7,650 and ordering that Ferguson be ejected from the Property, a true and accurate copy of which is attached hereto as Exhibit P.

53. On or about April 23, 2002, the Writ of Possession was issued and served on Ferguson requiring Ferguson to leave the Property and to remove any and all of Ferguson's personal property from the Property, a true and accurate copy of which is attached hereto as **Exhibit Q.**

54. A Notice of eviction was served on Ferguson on April 23, 2002, notifying him that he was evicted from the Property. A true and accurate copy of the Notice is attached hereto as **Exhibit R.**

55. On or about April 29, 2002, Jones and Hall executed a lease whereby Jones leased Hall the "farm and house" in return for monthly rent of \$600.00 for a term of ten years, beginning on May 1, 2002. A true and accurate copy of the lease is attached hereto as **Exhibit S.**

56. Upon information and belief, sometime in or around March of 2003 Jones suffered a cerebral hemorrhage.

57. On May 5, 2003 Jones was examined by a physician who diagnosed him as having severe dementia.

58. On May 8, 2003, Jones' first cousin, Ned Jones, filed a Petition for Incompetency, seeking Jones to be declared incompetent and a guardian to be appointed. A true and accurate copy of the petition is attached hereto as **Exhibit T.**

59. On or about May 14, 2003, an Application for Appointment of Guardian was filed seeking to appoint Hall as guardian of Jones. A true and accurate copy of the petition is attached hereto as **Exhibit U.**

60. On or about May 16, 2003, the Court found Jones incompetent and appointed Hall as the Interim Guardian and the Guardian of the Person of Jones, a true and accurate copy of which is attached hereto as **Exhibit V.**

61. On or about June 24, 2003, the Court appointed Sam Underwood, as Guardian of the Estate of Jones, hereinafter "Underwood", a true and accurate copy of which is attached hereto as Exhibit W.

62. On or about May 1, 2007, Underwood filed a Petition by Guardian of the Estate to Sell Real Property Belonging to the Ward to use assets to pay support of Jones. A true and accurate copy of the petition is attached hereto as Exhibit X.

63. On or about May 1, 2007, the Court granted an Order Allowing Sale of Land by Guardian of the Estate whereby Underwood as Guardian was permitted to sell a portion of the Property, a true and accurate copy of which is attached hereto as Exhibit Y.

64. On or about June 2, 2007, Underwood conducted a public sale of a portion of the Property.

65. Between June 2, 2007 and August 2, 2007, there were nine upset bids made on the Property.

66. On or about August 14, 2007, the Court entered into an Order of Confirmation of Sale confirming the sale of a portion of Jones' Property to Haywood County, a true and accurate copy of which is attached hereto as Exhibit Z.

67. On or about August 30, 2007, Jones sold approximately 22 acres of the Property to Haywood County in fee simple, pursuant to a judicial sale for the sum of \$1,114,921.50 in cash. A true and accurate copy of the Non-Warranty Deed is attached hereto as Exhibit AA. From August 30, 2007 to the present, Haywood County continues to own approximately 22 acres of property it acquired from Jones in fee simple.

68. The Second Lease purports to have been entered into by and between Jones as Owner or Lessor and Ferguson as Tenant or Lessee, on or about September 5, 2001.

69. The rights and obligations of the parties to the Second Lease affect the Property which is the subject of this action.

70. The Second Lease includes a portion on pages 205 through 208 purporting to be a "Lease", a portion on page 209 purporting to be a "General Agreement", and a portion on pages 210 and 211 purporting to be a "Notice of Lease".

71. Upon information and belief, Ferguson contends that the "General Agreement" page of the Second Lease conveys to Ferguson some ownership interest in the Property.

72. The "Notice of Lease" pages purportedly summarize the terms of the lease entered into between Jones and Ferguson.

73. The "Notice of Lease" pages state that the "undersigned Lessor and Lessee do hereby provide public notice of the following lease entered into on the 5 day of Sept. 2001, by and between [Jones] and [Ferguson]".

74. The "Notice of Lease" pages identify that the Second Lease contains an "Option to Acquire Property" defined as follows:

William Lucius Jones, being of sound mind and body agrees upon his death that the ownership of the property described in paragraph (3) above be transferred to Gregory Todd Ferguson for the purpose of a farm, not to be mortgaged, sold, etc. to remain in Gregory's family for said farm after Gregory Todd Ferguson's death (at the time of this signing one living child born to Gregory Todd Ferguson, Colton Wyatt Ferguson).

75. Page 205 of the Second Lease identifies situations constituting a breach of the Second Lease, as follows:

11) DEFAULT OR BREACH. Each of the following events shall constitute a default or breach of this lease by Tenant: (A) If Tenant shall fail to pay Owner any rent or additional rent when the rent shall become due and shall not make the payment within fifteen (15) days after notice thereof by Owner to Tenant ... [or] (C) If Tenant shall vacate or abandon the leased premises.

76. In the event of a default under the Second Lease, page 205 of the Second Lease provides that "Owner shall have the right to cancel and terminate this lease, as well as all of the right, title, and interest or [*sic*] Tenant hereunder, by giving the Tenant not less than fifteen (15) days' notice of the cancellation and termination...."

77. Ferguson failed to pay rent as required by the Second Lease.

78. After Ferguson failed to pay rent as required by the Second Lease, Jones evicted Ferguson from the Property.

79. On April 12, 2002, Ferguson was ordered ejected from the Property for failure to pay rent and was ordered to pay nine months' back rent to Jones.

80. Since at least April 23, 2002 and continuing to the date of filing of this Complaint, Ferguson has not resided on the Property.

81. Since at least April 23, 2002 and continuing to the date of filing of this Complaint, Ferguson has not paid to Jones any of the judgment entered against Ferguson for unpaid rent under the Second Lease.

82. Ferguson breached his obligations under the Second Lease by failing to pay rent and by vacating the premises.

83. Jones was within his contractual rights to terminate the lease and to cancel all of Ferguson's right, title and interest under the Second Lease, including all right, title and interest under the "General Agreement" contained in the Second Lease.

84. To the extent Ferguson at any time held any right, title or interest in the Property, which is specifically denied, then Ferguson no longer holds and does not now hold any right, title or interest in the Property.

85. The ownership of Plaintiffs in their respective portions of the Property is free and unencumbered by any right, title, interest or claims of Ferguson.

86. Ferguson and Jones both failed to properly acknowledge the Lease.

87. Upon information and belief, on September 5, 2001, C. Colleen Williamson ("Williamson") executed a statement on the "General Agreement" page of the Second Lease stating "Sworn to and subscribed before me this the 5th day of September, 2001."

88. There is an arrow drawn from Jones' purported signature to the signed statement by Williamson.

89. Upon information and belief, on September 10, 2001, Betty A. Walker ("Walker"), a purported Notary Public, executed a statement on the last page of the Lease stating "Sworn to and subscribed before me this the 10th day of September, 2001."

90. There is an arrow drawn from Ferguson's purported signature to the signed statement by Walker.

91. The signed statements made by Williamson and Walker amount to nothing more than an affirmation (otherwise known as a jurat).

92. The signed statements made by Williamson and Walker do not constitute an acknowledgement.

93. The only acknowledgements in the Second Lease are on the "Notice of Lease" pages.

94. The purported acknowledgement by C. Colleen Williamson of the signature of William Lucius Jones shown on Page 210 of the "Notice of Lease" pages was only an acknowledgement of Jones' execution of the "Notice of Lease" pages.

95. The purported acknowledgement by Betty A. Walker of the signature of Gregory Todd Ferguson shown on Page 211 of the "Notice of Lease" pages was only an acknowledgement of Ferguson's execution of the "Notice of Lease" pages.

96. N.C. Gen. Stat. § 47-17 mandates that "[a]ll deeds, contracts or leases, before registration ... shall be acknowledged by the grantor, lessor or the person executing the same...."

97. A deed, contract or lease which is not acknowledged by the grantor or lessor is ineffective to provide actual or constructive notice to subsequent purchasers for value.

98. Haywood County is a subsequent purchaser for value of a portion of the Property.

99. Haywood County did not have legally effective actual or constructive notice of any purported intent by Jones to convey an interest by deed to Ferguson, since Jones' signature on the "General Agreement" page was not acknowledged as required by law.

100. The Non-Warranty Deed attached hereto as Exhibit AA has record priority over any purported real property interest contained in the Second Lease or any page contained therein.

101. Upon information and belief, Ferguson or Woody caused the Second Lease, to be recorded at the Haywood County Register of Deeds office.

102. Upon information and belief, Ferguson or Woody submitted the "Lease", "General Agreement" and the "Notice of Lease" as one document to be recorded in the Haywood County Register of Deeds office.

103. The Haywood County Register of Deeds office indexed the "Lease", "General Agreement" and "Notice of Lease" altogether as "Lease".

104. Neither the "General Agreement" nor the "Notice of Lease" is separately indexed so as to provide any record notice that such writings purport to contain any conveyance other than a lease.

105. Under North Carolina law, if the recorded document is not registered correctly it will be treated as ineffective against innocent purchasers for value.

106. As the "Lease" and the "General Agreement" were not properly acknowledged they are not properly registered and import no actual or constructive notice to Haywood County.

107. Haywood County is an innocent purchaser for value of the portion of the Property set forth in the Non-Warranty Deed attached hereto as Exhibit AA.

108. Under N.C. Gen. Stat. § 47-17.1 there is a requirement that "the register of deeds of any county in North Carolina shall not accept for registration ... any deeds or deeds of trust, executed after January 1, 1980, unless the first page of the deeds or deeds of trust bears an entry showing the name of either the person or law firm who drafted the instrument".

109. To the extent that the "General Agreement" page is given legal effect as a deed, which is specifically denied, the "General Agreement" page does not bear an entry showing the name of either the person or law firm who drafted the "General Agreement" page.

110. To the extent that the "General Agreement" page is given legal effect as a deed, which is specifically denied, the "General Agreement" page fails to meet the requirements of proper recordation.

111. To the extent that the "Notice of Lease" pages are given legal effect as a deed, which is specifically denied, the first page of the "Notice of Lease" does not bear an entry showing the name of either the person or law firm who drafted the "Notice of Lease" pages.

112. To the extent that the "Notice of Lease" pages are given legal effect as a deed, which is specifically denied, the "Notice of Lease" pages fail to meet the requirements of proper recordation.

113. Jones and Ferguson did not have a meeting of the minds in the purported execution of the Second Lease.

114. To the extent that the Second Lease has any validity, Jones' intent was to lease his Property to Ferguson under the same general terms of the First Lease.

115. Jones did not intend to grant Ferguson any type of interest in his Property other than a simple leasehold interest.

116. In the alternative, to the extent Jones intended to grant Ferguson any type of interest in the Property, Jones did not intend to (a) divest himself of his own Property during the term of his own life, nor to (b) grant the Property to Ferguson in perpetuity when Ferguson demonstrated that he was totally unable or unwilling to operate the Property as a dairy farm.

117. Before and after the date of purported execution of the Second Lease, Jones executed several wills all unequivocally leaving his entire estate and his real property to Hall, not Ferguson.

118. The "Notice of Lease" pages call the purported requirement of the "General Agreement" for Jones to convey an interest in the Property to Ferguson upon his death an "Option to Acquire Property", whereas the "General Agreement" page purports to make a future conveyance by will.

119. Different titles are used in the "Lease", "General Agreement" page, and "Notice of Lease" pages to describe Jones as either "Owner" or "Lessor".

120. Different titles are used in the Lease, "General Agreement" page, and "Notice of Lease" pages to describe Ferguson as either "Tenant" or "Lessee".

121. At no time in the "Lease", "General Agreement" page, or "Notice of Lease" pages do the purported parties thereto identify themselves as "Grantor" or "Grantee".

122. At the time the Second Lease was purportedly executed, Ferguson owed Jones thousands of dollars as evidenced by multiple promissory notes.

123. At the time the Second Lease was purportedly executed, Ferguson gave nothing of value to Jones in exchange for the interest allegedly created by the "General Agreement" page.

124. The terms of the Lease called for Ferguson to pay Jones monthly rent of \$916.66.

125. Ferguson failed to pay any rent to Jones from the date the Lease began to the present date.

126. Ferguson failed to upkeep and maintain the dairy farm on the Property.

127. Ferguson allowed the dairy farm, including equipment, facilities and cattle, to deteriorate and go to waste after December 27, 2000.

128. Ferguson did not provide care to Jones sufficient to amount to consideration for the purported conveyance of an interest in the Property.

129. At no time before, during or after the purported execution of the Second Lease did Ferguson pay any valuable consideration to Jones for the interest allegedly created by the "General Agreement" page.

130. There was insufficient consideration given by Ferguson in connection with the "General Agreement" page.

131. There was no consideration given by Ferguson in connection with the "General Agreement" page.

132. The "General Agreement" page and "Notice of Lease" pages contained within the Second Lease purport to transfer to Ferguson an interest in real property "upon [Jones] death".

133. A transfer of an interest in property upon death may only be accomplished by means of a properly executed will.

134. The "General Agreement" and "Notice of Lease" pages were not properly attested by at least two witnesses.

135. The "General Agreement" and "Notice of Lease" pages do not comply with N.C. Gen. Stat. § 31-3.3.

136. Accordingly, the "General Agreement" and "Notice of Lease" pages cannot effect any transfer of an interest in the Property to Ferguson "upon [Jones] death".

137. Upon information and belief, Ferguson exercised undue influence on Jones to procure Jones' signature on the Second Lease, including the "General Agreement" page and the "Notice of Lease" pages.

138. At the time of the execution of the Second Lease Jones was approximately 62 years old.

139. Upon information and belief, at the time of the execution of the Second Lease Jones was susceptible to undue influence.

140. Upon information and belief, near in time and at the time of the execution of the Second Lease others had little opportunity to see Jones.

141. The Second Lease was drafted at the direction of Ferguson by a person who was not a licensed attorney.

142. The Second Lease was made in favor of Ferguson, with whom Jones had no ties of blood.

143. The Second Lease goes directly against Jones' demonstrated testamentary intent in the multiple wills he executed before and after the date of execution of the Second Lease leaving his Property to Hall.

144. Ferguson, as the beneficiary under the Second Lease, was the one that procured the execution of the Second Lease.

145. Jones did not have an attorney present when he purportedly executed the Second Lease.

146. In and about the time of the purported execution of the Second Lease, Ferguson had a propensity toward violent and threatening behavior.

147. In and about the time of the purported execution of the Second Lease, Ferguson had a reputation in the community as a violent and threatening individual.

148. Ferguson's reputation and propensity toward violence at and around the time of the execution of the Second Lease intimidated Jones and placed Jones under duress when he was confronted by Ferguson to sign the Second Lease, including the "General Agreement" page and "Notice of Lease" pages.

149. In the alternative, upon information and belief, Jones may have intended to execute a new Lease with Ferguson so long as the terms were the same terms used in the First Lease.

150. Upon information and belief, Ferguson and Woody conspired between themselves to prepare the Second Lease, consisting of the "Lease", "General Agreement" page, and "Notice of Lease" pages.

151. Upon information and belief, Ferguson and Woody intended to trick Jones into signing the "General Agreement" page by giving Jones all pages of the Second Lease as one document to sign.

152. Upon information and belief, Ferguson presented Jones with all pages of the Second Lease, including the "General Agreement" and "Notice of Lease" pages, under the guise that it consisted of the same terms as the First Lease.

153. Upon information and belief, Ferguson misrepresented to Jones the nature of the Second Lease, attempting to convince Jones that it consisted of the same terms as the First Lease.

154. Upon information and belief, Jones did not intend to sign the "General Agreement" page and "Notice of Lease" pages, which purport to require that Jones convey the Property to Ferguson upon Jones' death.

155. Upon information and belief, Woody drafted the Second Lease and provided it to Ferguson.

156. Woody is not a licensed attorney in the state of North Carolina or in any other state.

157. The Second Lease is a document created by a nonlawyer and is the product of the unlicensed practice of law.

CLAIMS FOR RELIEF

**FIRST CLAIM FOR RELIEF
(DECLARATORY JUDGMENT)**

158. The Plaintiffs restate the allegations set forth in paragraphs 1 through 157 as if fully set forth herein.

159. For the reasons set forth above, Defendant has never had and does not presently have any interest, contingent or otherwise, in the Property.

160. In the alternative, for the reasons set forth above, any purported interest, contingent or otherwise, of Defendant is invalid, void, or voidable.

161. Plaintiffs seek a declaratory judgment stating that Defendant does not have any interest, contingent or otherwise, in the Property and clarifying the public record regarding the status of Plaintiffs' ownership of the Property.

162. Pursuant to N.C. Gen. Stat. § 1-253 and Rule 57 of the North Carolina Rules of Civil Procedure, the Plaintiffs request that this Court enter a declaratory judgment decreeing that:

A. Defendant has no present or future right, title or interest to the Property under the Second Lease or otherwise; and

B. The ownership of Plaintiffs in their respective portions of the Property is free and unencumbered by any right, title, interest or claims of Defendant.

SECOND CLAIM FOR RELIEF
(FRAUD AND MISREPRESENTATION)

163. The Plaintiffs restate the allegations set forth in paragraphs 1 through 162 as if fully set forth herein.

164. Upon information and belief, Ferguson made false statements to Jones as described herein.

165. Upon information and belief, Ferguson knew that his statements to Jones regarding the Second Lease were false.

166. Upon information and belief, Ferguson made the false statements with the intention that they should be relied upon and acted on by Jones.

167. Upon information and belief, Jones reasonably relied upon the representations by Ferguson.

168. Jones has suffered a substantial injury by being tricked into purportedly executing the Second Lease.

169. Jones' estate has suffered substantial legal fee costs, in an amount to be proven at trial, in bringing this action.

170. Ferguson's conduct in attempting to defraud Jones out of his property is reprehensible and outrageous conduct which should be deterred through the imposition of punitive damages in an amount to be proven at trial.

THIRD CLAIM FOR RELIEF
(DEFAULT ON PROMISSORY NOTES – Plaintiffs Executor and Hall only)

171. The Plaintiffs restate the allegations set forth in paragraphs 1 through 170 as if fully set forth herein

172. The entire balances of the Promissory Notes attached to this Complaint as Exhibit C, Exhibit D, Exhibit E and Exhibit F are due and payable, and Plaintiffs Executor and Hall do hereby demand payment of same. Defendant Ferguson presently owes Plaintiffs Executor and Hall the unpaid portions of these four promissory notes, and 5% interest on that amount, as specified in the notes, as of February 19, 1996 for the Promissory Notes attached as Exhibits C and D, and as of February 7, 1998 for the Promissory Notes attached as Exhibits E and F, together with all costs of collection and reasonable attorney's fees as may be provided therein.

WHEREAS, the Plaintiffs pray that this Court enter relief as follows:

1. a declaratory judgment that Defendant has no present or future right, title or interest to the Property under the Second Lease or otherwise;
2. a declaratory judgment that the ownership of Plaintiffs in their respective portions of the Property is free and unencumbered by any right, title, interest or claims of Defendant;
3. an award of actual damages to the Jones' estate and Plaintiff Hall individually in an amount to be proven at trial for the costs of bringing this action to quiet title to the Property;

4. an award of judgment in favor of Plaintiffs Executor and Hall against Defendant for unpaid amounts due on four promissory notes, which total the sum of Sixty-Two Thousand Three Hundred Fifty (\$62,350.00) Dollars, plus accrued interest on the unpaid amounts, from February 19, 1996 for the Promissory Notes attached as Exhibits C and D, and from February 7, 1998 for the promissory Notes attached as Exhibits E and F, at the 5% rate specified in those notes;

5. an award of punitive damages to all Plaintiffs in an amount to be proven at trial to punish and deter the reprehensible and outrageous conduct of the Defendant; and

6. an order granting the Plaintiffs such other and further relief as the Court deems just and proper.

Respectfully submitted, this the ____ day of _____, 2008.

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Attorneys for the Plaintiffs, Dennis Hall, Executor of the Estate
of William Lucius Jones and Dennis Hall, Individually

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Attorneys for the Plaintiff Haywood County, North Carolina

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he has served a copy of the foregoing document upon counsel of record by mailing a true copy thereof, through the United States Mail, first class, postage prepaid, on this the _____ day of _____ 2008, and addressed as follows:

Jeff D. Jones
232 North Main Street
Waynesville, NC 28786

Russell L. McLean, III
244 North Main Street
Waynesville, NC 28786

T. Michael Jordan
NC Bar No. 6697
154 N. Main Street, Suite 1
Professional Building
Waynesville, NC 28786

Attorney for the Plaintiffs, Dennis Hall, Executor of the
Estate of William Lucius Jones and Dennis Hall,
Individually

Being all of the land and improvements situate thereon owned by Plaintiff, William Lucius Jones in Haywood County, North Carolina, Haywood County parcel identification number 8607-42-6868, including the real property described in the following instruments:

1. Warranty deed from C. A. Campbell and wife, Margaret F. Campbell to L. H. Bramlett and T. R. Bramlett, dated June 30, 1927, and recorded in Deed Book 75, page 184, Haywood County Registry.
2. Warranty deed from Mabel J. Gill (widow of Joe H. Gill, deceased) to L. H. Bramlett, dated February 13, 1945, and recorded in Deed Book 122, page 637, Haywood County Registry.
3. Last Will and Testament of L. H. Bramlett, dated April 26, 1945, found of record in Will Book 6, page 431, in the Office of the Clerk of Court of Haywood County.

EXHIBIT "A"

This instrument prepared by:
James H. Moore, Jr., Attorney

HAYWOOD COUNTY
NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE is made this the 5th day of November, 1997, between Gregory Todd Ferguson and wife, Shannon Price Ferguson, herein referred to as "Tenant", and William Lucius Jones, herein referred to as "Owner" [the designations Owner and Tenant shall include the parties, their heirs, successors and assigns. As used herein, the singular shall include the plural and gender shall be interchangeable.].

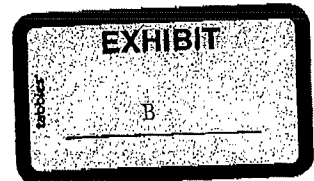
IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1) SUBJECT AND PURPOSE. Owner leases the buildings, dairy equipment, and approximately 207 acres of land located in Jonathan Township, Haywood County, North Carolina, that property acquired by Owner in Will Book 6, page 431 of the Haywood County Registry, to Tenant for Tenant's use as a dairy farm.

2) TERM AND RENT. Owner leases the above premises for a term of twelve (12) years, commencing March 1, 1996, and terminating on March 2, 2008 at 1:00 o'clock p.m., or sooner as provided herein, at the annual rental of Eleven Thousand dollars (\$11,000.00) payable in equal monthly installments of Nine Hundred Sixteen dollars and Sixty Six cents (\$916.66) in advance on the twentieth (20th) day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Owner at 106 Timothy Lane, Waynesville, N.C. 28786.

3) ADDITIONAL RENT. All taxes, charges, costs, and expenses that Tenant agrees to pay hereunder together with all interest and penalties that may accrue thereon and all other costs that Owner may suffer by reason of any failure by Tenant to comply with the terms of this lease shall be deemed to be additional rent, and, in the event of nonpayment, Owner shall have all the rights and remedies as herein provided for failure to pay rent.

4) ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. Subject to the limitations that no substantial portion of the building on the leased premises shall be demolished or removed by Tenant without the prior written consent of Owner, Tenant may at any time during the lease term, at his own expense, make any alterations to the leased premises and the building. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the building



on the premises, or change the purposes for which the building, or any part thereof, may be used.

All alterations on or in the leased premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the leased premises and the sole property of Owner. All moveable trade fixtures installed by Tenant shall be and remain the property of Tenant.

5) **REPAIRS.** Tenant shall, at all times during the lease and at his own cost and expense, repair, replace, and maintain in a good, safe, and substantial condition, all buildings and any improvements, additions, and alterations thereto, on the leased premises, and shall use all reasonable precaution to prevent waste, damage, or injury to the leased premises.

6) **TAXES.** Owner shall be responsible for all taxes on said property.

7) **UTILITIES.** All applications and connections for necessary utility services on the leased premises shall be made in the name of the Tenant only, and Tenant shall be responsible for sewer, water, gas, electricity, and telephone services.

8) **INSURANCE.** During the term of the lease and for any further time that Tenant shall hold the leased premises, Tenant shall obtain and maintain at his expense the following types and amount of insurance:

- a) **FIRE INSURANCE.** Tenant shall keep all buildings, improvements, and equipment on the leased premises, including all alterations, additions, and improvements, insured against loss or damage by fire. The insurance shall be in an amount sufficient to prevent Owner and Tenant from becoming co-insurers under provisions of applicable policies of insurance, but in any event in an amount not less than 100% of the full insurable value of the leased premises, including the cost of excavation of foundations.
- b) **PERSONAL INJURY AND PROPERTY DAMAGE INSURANCE.** Insurance against liability for bodily injury and property damage and machinery insurance, all to be in amounts and in forms of insurance policies as may from time to time be required by Owner, shall be provided by Tenant.
- c) **OTHER INSURANCE.** Tenant shall provide and keep in force other insurance in amounts that may from time to time be required by Owner against other insurable hazards as are commonly insured against for the type of business activity that Tenant will conduct.

9) UNLAWFUL OR DANGEROUS ACTIVITY. Tenant shall neither use nor occupy the leased premises or any part thereof for any unlawful, disreputable, or ultrahazardous business purpose nor operate or conduct his business in a manner constituting a nuisance of any kind. Tenant shall immediately, on discovery of any unlawful, disreputable, or ultrahazardous use, take action to halt such activity.

10) INDEMNITY. Tenant shall indemnify Owner against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Tenant to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the leased premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the leased premises or equipment, materials, or alterations of buildings or improvements thereon.

11) DEFAULT OR BREACH. Each of the following events shall constitute a default or breach of this lease by Tenant:

- a) If Tenant shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.
- b) If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the property of Tenant.
- c) If Tenant shall fail to pay Owner any rent or additional rent when the rent shall become due and shall not make the payment within fifteen (15) days after notice thereof by Owner to Tenant.
- d) If Tenant shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of fifteen (15) days after notice thereof by Owner to Tenant or, if the performance cannot be reasonably had within the fifteen (15) day period, Tenant shall not in good faith have commenced performance with the fifteen (15) day period and shall not diligently proceed to completion of performance.
- e) If Tenant shall vacate or abandon the leased premises.

12) EFFECT OF DEFAULT. In the event of any default hereunder, as set forth in Paragraph Eleven, the rights of Owner shall be as follows:

- a) Owner shall have the right to cancel and terminate this lease, as well as all of the right, title, and interest of Tenant hereunder, by giving the Tenant not less than fifteen (15) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title, and interest of Tenant hereunder, shall terminate in the same manner and with the same force and effect, except as to Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
- b) Owner may elect, but shall not be obligated, to make any payment required of Tenant herein or comply with any agreement, term, or condition required hereby to be performed by Tenant, and Owner shall have the right to enter the leased premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, by any expenditure for the correction by Owner shall not be deemed to waive or release the default of Tenant or the right of Owner to take any action as may be otherwise permissible hereunder in the case of any default.

13) **DESTRUCTION OF PREMISES.** In the event of a partial or total destruction of the leased premises during the term from any cause, Tenant shall forthwith repair the same. Any destruction shall neither null or void this lease.

14) **CONDEMNATION.** Rights and duties in the event of condemnation are as follows:

- a) If the whole of the leased premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this lease shall cease and terminate as of the date on which title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date.
- b) If only a portion of the leased premises shall be taken or condemned, this lease and the term hereof shall not cease or terminate.
- c) In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to Tenant. Owner assigns to Tenant all his right, title, and interest in any and all such awards.
- d) In the event of a partial taking, Tenant, at Tenant's expense, shall promptly proceed to restore the remainder of the building on the leased premises to a self-contained architectural unit.

15) **ACCESS TO PREMISES; SIGNS POSTED BY OWNER.** Tenant shall permit Owner, or his agents, to enter the leased premises at all reasonable hours to

inspect the premises or make repairs that Tenant may neglect or refuse to make in accordance with the provisions of this lease, and also to show the premises to prospective buyers.

16) EASEMENTS, AGREEMENTS, OR ENCUMBRANCES. The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the leased premises, and Owner shall not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

17) QUIET ENJOYMENT. Owner warrants that Tenant shall be granted peaceable and quiet enjoyment of the leased premises free from any eviction or interference by Owner if Tenant pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Tenant.

18) LIABILITY OF OWNER. Tenant shall be in exclusive control and possession of the leased premises, and Owner shall not be liable for any injury or damages to any property or to any person on or about the leased premises nor for any injury or damage to any property of Tenant. The provisions herein permitting Owner to enter and inspect the leased premises are made to insure that Tenant is in compliance with the terms and conditions hereof and makes repairs that Tenant has failed to make. Owner shall not be liable to Tenant for any entry on the premises for inspection purposes.

19) REPRESENTATIONS BY OWNER. At the commencement of the term, Tenant shall accept the buildings and improvements and any equipment in their existing condition and state of repair, and Tenant agrees that no representations, statements, or warranties, express or implied, have been made by or on behalf of Owner in respect thereto except as contained in the provisions of this lease, and Owner shall in no event be liable for any latent defects.

20) WAIVERS. The failure of Owner to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that Owner may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

21) NOTICE. All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by certified mail, postage prepaid and return receipt requested, to the party to be notified as follows:

Owner: William Lucius Jones
Address: 106 Timothy Lane
Waynesville, N.C. 28786

Tenant: Gregory Todd Ferguson and Shannon Price Ferguson
Address: Route 4, Box 266
Waynesville, N.C. 28786

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

22) ASSIGNMENT, MORTGAGE, OR SUBLEASE. Neither Tenant nor his successors or assigns shall assign, mortgage, pledge, or encumber this lease or sublet the leased premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior consent in writing of Owner in each instance.

23) SURRENDER OF POSSESSION. Tenant shall, on the last day of the term, or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the leased premises to Owner free of subtenancies, including all buildings, additions, and improvements constructed or placed thereon by Tenant, including trade fixtures, all in good condition and repair.

24) REMEDIES OF OWNER.

- a) In the event of a breach or threatened breach by Tenant of any of the terms or conditions hereof, Owner shall have the right of injunction to restrain Tenant and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.
- b) The rights and remedies given to Owner in this lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Owner, shall be deemed to be in exclusion of any of the others herein, by law, or by equity provided.

25) TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS. This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals this the 5th
day of November, 1997.

Lucius Jones (seal)

Deey T. Reynolds (seal)

Shannon P. Ferguson (seal)

SATISFACTION: Not evidenced by this Note has been satisfied in full this _____ day of _____, 19____
Signed: _____

PROMISSORY NOTE

Waynesville, N.C.

February 19, 19 96

\$ 12,750.00

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to William Lucius Jones

or order,

the principal sum of Twelve Thousand, Seven Hundred Fifty and 00/100

DOLLARS (\$ 12,750.00), with interest from March 1, 1996, at the rate of Five

per cent (5 %) per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of America, at

the office of William Lucius Jones, 106 Timothy Lane, Waynesville, N.C. 28786

or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

see attached amortization schedule
equal yearly installments beginning in December, 1996

If not sooner paid, the entire remaining indebtedness shall be due and payable on December 31, 2000

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and the Deed of Trust,

if any, shall bear interest at the rate of eight per cent (8 %) per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorney's fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

This Note is given for the purchase of equipment, and is secured by a 6610 Ford Tractor; Gehl silage feed wagon; and a 6 foot Gill scraper

which is a _____ lien upon the property therein described.

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its

IN TESTIMONY WHEREOF, each individual maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.

President, attested by its

Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year first above written.

Gregory Todd Ferguson (SEAL)

By: _____
(Corporate Name)

Shannon Price Ferguson (SEAL)

President

(SEAL)

ATTEST: _____

Secretary (Corporate Seal)

(SEAL)

(Corporate Name)

(SEAL)

By: _____

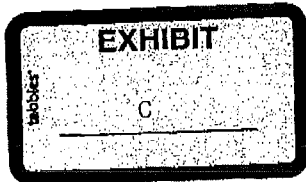
President

(SEAL)

ATTEST: _____

Secretary (Corporate Seal)

(SEAL)



Exemption

Interest Vision Amortization Schedule

SPE
REVISED

Loan or Annuity Variables:

Start Date:	Feb 7, 1996	End Date:	Feb 7, 2001
Start Payment:	Feb 7, 1996	No. of Payments:	5
Start Interest:	Feb 7, 1996	Interest Rate:	5.000%
Payment Freq.:	Annual	Initial Principal:	\$12750.00
Compound Freq.:	Monthly	Payment Amount:	\$2954.45
Days in Mo./Yr.:	Actual No.	Balloon:	\$0.00
Payment Mode:	In Arrears	Amortization Method:	Simple Int.

No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
			0.00	0.000	0.00	12750.00
	Feb 7, 1996	0.00	50.51	5.000	-50.51	12800.51
	Mar 7, 1996	0.00	54.21	5.000	-54.21	12854.72
	Apr 7, 1996	0.00	52.68	5.000	-52.68	12907.41
	May 7, 1996	0.00	54.66	5.000	-54.66	12962.07
	Jun 7, 1996	0.00	53.12	5.000	-53.12	13015.19
	Jul 7, 1996	0.00	55.12	5.000	-55.12	13070.31
	Aug 7, 1996	0.00	55.35	5.000	-55.35	13125.66
	Sep 7, 1996	0.00	53.79	5.000	-53.79	13179.46
	Oct 7, 1996	0.00	55.81	5.000	-55.81	13235.27
	Nov 7, 1996	0.00	54.24	5.000	-54.24	13289.51
	Dec 7, 1996	0.00	56.43	5.000	-56.43	13345.95
	Jan 7, 1997	0.00	56.67	5.000	2897.77	10448.17
1	Feb 7, 1997	2954.45	40.08	5.000	-40.08	10488.25
	Mar 7, 1997	0.00	44.54	5.000	-44.54	10532.79
	Apr 7, 1997	0.00	43.29	5.000	-43.29	10576.07
	May 7, 1997	0.00	44.91	5.000	-44.91	10620.99
	Jun 7, 1997	0.00	43.65	5.000	-43.65	10664.63
	Jul 7, 1997	0.00	45.29	5.000	-45.29	10709.92
	Aug 7, 1997	0.00	45.48	5.000	-45.48	10755.40
	Sep 7, 1997	0.00	44.20	5.000	-44.20	10799.60
	Oct 7, 1997	0.00	45.86	5.000	-45.86	10845.46
	Nov 7, 1997	0.00	44.57	5.000	-44.57	10890.04
	Dec 7, 1997	0.00	46.25	5.000	-46.25	10936.28
	Jan 7, 1998	0.00	46.44	5.000	2908.01	8028.27 + 6500
2	Feb 7, 1998	2954.45	30.79	5.000	-30.79	8059.07
	Mar 7, 1998	0.00	34.22	5.000	-34.22	8093.29
	Apr 7, 1998	0.00	33.26	5.000	-33.26	8126.55
	May 7, 1998	0.00	34.51	5.000	-34.51	8161.06
	Jun 7, 1998	0.00	33.54	5.000	-33.54	8194.60
	Jul 7, 1998	0.00	34.80	5.000	-34.80	8229.40
	Aug 7, 1998	0.00	34.95	5.000	-34.95	8264.35
	Sep 7, 1998	0.00	33.96	5.000	-33.96	8298.31
	Oct 7, 1998	0.00	35.24	5.000	-35.24	8333.55
	Nov 7, 1998	0.00	34.25	5.000	-34.25	8367.80
	Dec 7, 1998	0.00	35.53	5.000	-35.53	8403.33
	Jan 7, 1999	0.00				

3/11/98

No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
36	Jul 1, 1999	681.29	66.34	5.000	614.95	15527.33
37	Aug 1, 1999	681.29	65.94	5.000	615.35	14911.98
38	Sep 1, 1999	681.29	63.32	5.000	617.96	14294.02
39	Oct 1, 1999	681.29	58.74	5.000	622.54	13671.48
40	Nov 1, 1999	681.29	58.06	5.000	623.23	13048.25
41	Dec 1, 1999	681.29	53.62	5.000	627.66	12420.59
42	Jan 1, 2000	681.29	52.60	5.000	628.68	11791.90
43	Feb 1, 2000	681.29	49.94	5.000	631.35	11160.56
44	Mar 1, 2000	681.29	44.22	5.000	637.07	10523.49
45	Apr 1, 2000	681.29	44.57	5.000	636.72	9886.77
46	May 1, 2000	681.29	40.52	5.000	640.77	9246.00
47	Jun 1, 2000	681.29	39.16	5.000	642.13	8603.87
48	Jul 1, 2000	681.29	35.26	5.000	646.02	7957.85
49	Aug 1, 2000	681.29	33.70	5.000	647.58	7310.26
50	Sep 1, 2000	681.29	30.96	5.000	650.33	6659.94
51	Oct 1, 2000	681.29	27.29	5.000	653.99	6005.95
52	Nov 1, 2000	681.29	25.44	5.000	655.85	5350.10
53	Dec 1, 2000	681.29	21.93	5.000	659.36	4690.74
54	Jan 1, 2001	681.29	19.92	5.000	661.37	4029.37
55	Feb 1, 2001	681.29	17.11	5.000	664.17	3365.20
56	Mar 1, 2001	681.29	12.91	5.000	668.38	2696.82
57	Apr 1, 2001	681.29	11.45	5.000	669.83	2026.99
58	May 1, 2001	681.29	8.33	5.000	672.96	1354.03
59	Jun 1, 2001	681.29	5.75	5.000	675.54	678.50
60	Jul 1, 2001	681.29	2.79	5.000	678.50	0.00

SATISFACTION: The debt evidenced by this Note has been satisfied in full this _____ day of _____, 19____
Signed: _____

PROMISSORY NOTE

Waynesville, N.C.
February 19, 1996

\$ 36,100.00

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to William Lucius Jones _____ or order.

the principal sum of Thirty-six Thousand One Hundred and 00/100
DOLLARS (\$ 36,100.00), with interest from July 1, 1996 , at the rate of Five
per cent (5 %) per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of America, at
the office of William Lucius Jones, 106 Timothy Lane, Waynesville, N.C. 28786

or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

see attached amortization schedule

If not sooner paid, the entire remaining indebtedness shall be due and payable on July 1, 2001
If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.
Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and the Deed of Trust, if any, shall bear interest at the rate of eight per cent (8 %) per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

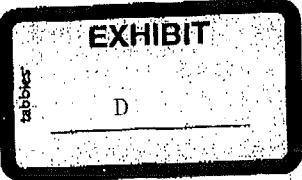
Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorney's fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.
This Note is given for the purchase of 124 dairy cattle for the total price of \$51,100.00. A payment of \$15,000.00 has already been received _____

by the seller, William Lucius Jones _____
IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its _____ President, attested by its _____ Secretary, and its corporate seal to be _____

IN TESTIMONY WHEREOF, each individual maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.

01 911 Z



Cover

Interest Vision

Amortization Schedule

32,632-93

Loan or Annuity Variables:

Start Date:	Jul 1, 1996	End Date:	Jul 1, 2001
Start Payment:	Jul 1, 1996	No. of Payments:	60
Start Interest:	Jul 1, 1996	Interest Rate:	5.000%
Payment Freq.:	Monthly	Initial Principal:	\$36100.00
Compound Freq.:	Monthly	Payment Amount:	\$681.29
Days in Mo./Yr.:	Actual No.	Balloon:	\$0.00
Payment Mode:	In Arrears	Amortization Method:	Simple Int.

No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
	Jul 1, 1996	0.00	0.00	0.000	0.00	36100.00
1	Aug 1, 1996	681.29	152.88	5.000	528.40	35571.60
2	Sep 1, 1996	681.29	150.64	5.000	530.64	35040.96
3	Oct 1, 1996	681.29	143.61	5.000	537.67	34503.28
4	Nov 1, 1996	681.29	146.12	5.000	535.16	33968.12
5	Dec 1, 1996	681.29	139.21	5.000	542.07	33426.05
6	Jan 1, 1997	681.29	141.95	5.000	539.34	32886.71
7	Feb 1, 1997	681.29	139.66	5.000	541.63	32345.08
8	Mar 1, 1997	681.29	124.06	5.000	557.22	31787.85
9	Apr 1, 1997	681.29	134.99	5.000	546.30	31241.56
10	May 1, 1997	681.29	128.39	5.000	552.90	30688.66
11	Jun 1, 1997	681.29	130.32	5.000	550.96	30137.70
12	Jul 1, 1997	681.29	123.85	5.000	557.43	29580.27
13	Aug 1, 1997	681.29	125.61	5.000	555.67	29024.60
14	Sep 1, 1997	681.29	123.26	5.000	558.03	28466.57
15	Oct 1, 1997	681.29	116.99	5.000	564.30	27902.27
16	Nov 1, 1997	681.29	118.49	5.000	562.80	27339.47
17	Dec 1, 1997	681.29	112.35	5.000	568.93	26770.54
18	Jan 1, 1998	681.29	113.68	5.000	567.60	26202.94
19	Feb 1, 1998	681.29	111.27	5.000	570.01	25632.93
20	Mar 1, 1998	681.29	98.32	5.000	582.97	25049.96
21	Apr 1, 1998	681.29	106.38	5.000	574.91	24475.05
22	May 1, 1998	681.29	100.58	5.000	580.70	23894.35
23	Jun 1, 1998	681.29	101.47	5.000	579.82	23314.53
24	Jul 1, 1998	681.29	95.81	5.000	585.47	22729.06
25	Aug 1, 1998	681.29	96.52	5.000	584.76	22144.29
26	Sep 1, 1998	681.29	94.04	5.000	587.25	21557.05
27	Oct 1, 1998	681.29	88.59	5.000	592.69	20964.35
28	Nov 1, 1998	681.29	89.03	5.000	592.26	20372.09
29	Dec 1, 1998	681.29	83.72	5.000	597.56	19774.53
30	Jan 1, 1999	681.29	83.97	5.000	597.31	19177.22
31	Feb 1, 1999	681.29	81.44	5.000	599.85	18577.37
32	Mar 1, 1999	681.29	71.26	5.000	610.03	17967.34
33	Apr 1, 1999	681.29	76.30	5.000	604.99	17362.35
34	May 1, 1999	681.29	71.35	5.000	609.93	16752.42
35	Jun 1, 1999	681.29	71.14	5.000	610.14	16142.28

SPRINGER

No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
36	Jul 1, 1999	681.29	66.34	5.000	614.95	15527.33
37	Aug 1, 1999	681.29	65.94	5.000	615.35	14911.98
38	Sep 1, 1999	681.29	63.32	5.000	617.96	14294.02
39	Oct 1, 1999	681.29	58.74	5.000	622.54	13671.48
40	Nov 1, 1999	681.29	58.06	5.000	623.23	13048.25
41	Dec 1, 1999	681.29	53.62	5.000	627.66	12420.59
42	Jan 1, 2000	681.29	52.60	5.000	628.68	11791.90
43	Feb 1, 2000	681.29	49.94	5.000	631.35	11160.56
44	Mar 1, 2000	681.29	44.22	5.000	637.07	10523.49
45	Apr 1, 2000	681.29	44.57	5.000	636.72	9886.77
46	May 1, 2000	681.29	40.52	5.000	640.77	9246.00
47	Jun 1, 2000	681.29	39.16	5.000	642.13	8603.87
48	Jul 1, 2000	681.29	35.26	5.000	646.02	7957.85
49	Aug 1, 2000	681.29	33.70	5.000	647.58	7310.26
50	Sep 1, 2000	681.29	30.96	5.000	650.33	6659.94
51	Oct 1, 2000	681.29	27.29	5.000	653.99	6005.95
52	Nov 1, 2000	681.29	25.44	5.000	655.85	5350.10
53	Dec 1, 2000	681.29	21.93	5.000	659.36	4690.74
54	Jan 1, 2001	681.29	19.92	5.000	661.37	4029.37
55	Feb 1, 2001	681.29	17.11	5.000	664.17	3365.20
56	Mar 1, 2001	681.29	12.91	5.000	668.38	2696.82
57	Apr 1, 2001	681.29	11.45	5.000	669.83	2026.99
58	May 1, 2001	681.29	8.33	5.000	672.96	1354.03
59	Jun 1, 2001	681.29	5.75	5.000	675.54	678.50
60	Jul 1, 2001	681.29	2.79	5.000	678.50	0.00

To be known to all that this is a legal & binding agreement between Greg Ferguson and his wife, Shannon Ferguson, as borrowers and Lucius Jones as lender as of the 9th day of January 1998. Borrowers owe lender the sum ~~7000~~^{12,700} 00 to be paid in monthly installments as per attached amortization schedule until repaid, beginning February 1998. Signed & notarized on the 9th day of January, 1998.

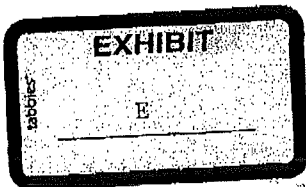
if notary
notary attests
same that
all members
present placed
initials
on agreement

Notary Seal _____

Notary name Vicky L. Edwards
Notary Signature Vicky L. Edwards

Notary Expires 10-28-2002

Lender Seal Lucius Jones
Borrower Greg F. Ferguson
Borrower Shannon K. Ferguson



Promissory Note

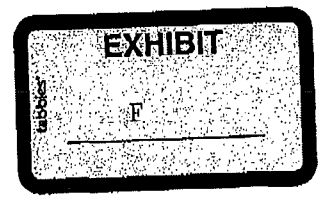
Be it hereby known that this is a legal and binding document / agreement entered into this day 3-11-98 between Lucius Jones, lender, and Greg Ferguson, borrower. This document certifies that Greg Ferguson has borrowed \$6500.00 from Lucius Jones - the amount to be repaid in equal installments on a yearly basis per attached ammortization schedule over a period of 5 years at an interest rate of 5%. This agreement was entered into freely by both parties and by signing below, both parties are acknowledging agreement with the terms above.

Lucius Jones
Lucius Jones, (lender)

Greg Ferguson
Greg Ferguson, (borrower)

Walter L. Edwards
Notary

10-28-2005. Commissioner
Office



*in addition to amount borrowed previously +

Interest Vision
Amortization Schedule

Loan or Annuity Variables:

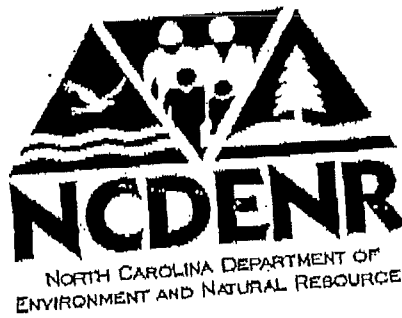
Start Date:	Feb 7, 1998	End Date:	Feb 7, 2003
Start Payment:	Feb 7, 1998	No. of Payments:	5
Start Interest:	Feb 7, 1998	Interest Rate:	5.000%
Payment Freq.:	Annual	Initial Principal:	\$14528.27
Compound Freq.:	Monthly	Payment Amount:	\$3366.43
Days in Mo./Yr.:	Actual No.	Balloon:	\$0.00
Payment Mode:	In Arrears	Amortization Method:	Simple Int.

No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
	Feb 7, 1998	0.00	0.00	0.000	0.00	14528.27
	Mar 7, 1998	0.00	55.72	5.000	-55.72	14583.99
	Apr 7, 1998	0.00	61.93	5.000	-61.93	14645.93
	May 7, 1998	0.00	60.19	5.000	-60.19	14706.12
	Jun 7, 1998	0.00	62.45	5.000	-62.45	14768.57
	Jul 7, 1998	0.00	60.69	5.000	-60.69	14829.26
	Aug 7, 1998	0.00	62.97	5.000	-62.97	14892.23
	Sep 7, 1998	0.00	63.24	5.000	-63.24	14955.47
	Oct 7, 1998	0.00	61.46	5.000	-61.46	15016.93
	Nov 7, 1998	0.00	63.77	5.000	-63.77	15080.70
	Dec 7, 1998	0.00	61.98	5.000	-61.98	15142.68
	Jan 7, 1999	0.00	64.30	5.000	-64.30	15206.98
	Feb 7, 1999	3366.43	64.58	5.000	3301.85	11905.13
1	Mar 7, 1999	0.00	45.66	5.000	-45.66	11950.79
	Apr 7, 1999	0.00	50.75	5.000	-50.75	12001.54
	May 7, 1999	0.00	49.32	5.000	-49.32	12050.87
	Jun 7, 1999	0.00	51.17	5.000	-51.17	12102.04
	Jul 7, 1999	0.00	49.73	5.000	-49.73	12151.77
	Aug 7, 1999	0.00	51.60	5.000	-51.60	12203.38
	Sep 7, 1999	0.00	51.82	5.000	-51.82	12255.20
	Oct 7, 1999	0.00	50.36	5.000	-50.36	12305.56
	Nov 7, 1999	0.00	52.26	5.000	-52.26	12357.82
	Dec 7, 1999	0.00	50.79	5.000	-50.79	12408.61
	Jan 7, 2000	0.00	52.55	5.000	-52.55	12461.16
	Feb 7, 2000	3366.43	52.77	5.000	3313.66	9147.50
2	Mar 7, 2000	0.00	36.24	5.000	-36.24	9183.74
	Apr 7, 2000	0.00	38.89	5.000	-38.89	9222.63
	May 7, 2000	0.00	37.80	5.000	-37.80	9260.43
	Jun 7, 2000	0.00	39.22	5.000	-39.22	9299.65
	Jul 7, 2000	0.00	38.11	5.000	-38.11	9337.76
	Aug 7, 2000	0.00	39.55	5.000	-39.55	9377.30
	Sep 7, 2000	0.00	39.71	5.000	-39.71	9417.02
	Oct 7, 2000	0.00	38.59	5.000	-38.59	9455.61
	Nov 7, 2000	0.00	40.04	5.000	-40.04	9495.65
	Dec 7, 2000	0.00	38.92	5.000	-38.92	9534.57
	Jan 7, 2001	0.00	40.49	5.000	-40.49	9575.06

No.	Date	Payment Amount	Interest Amount	Interest Rate/Yr.	Principal	Balance
3	Feb 7, 2001	3366.43	40.66	5.000	3325.77	6249.29
	Mar 7, 2001	0.00	23.97	5.000	-23.97	6273.26
	Apr 7, 2001	0.00	26.64	5.000	-26.64	6299.90
	May 7, 2001	0.00	25.89	5.000	-25.89	6325.79
	Jun 7, 2001	0.00	26.86	5.000	-26.86	6352.65
	Jul 7, 2001	0.00	26.11	5.000	-26.11	6378.76
	Aug 7, 2001	0.00	27.09	5.000	-27.09	6405.85
	Sep 7, 2001	0.00	27.20	5.000	-27.20	6433.05
	Oct 7, 2001	0.00	26.44	5.000	-26.44	6459.49
	Nov 7, 2001	0.00	27.43	5.000	-27.43	6486.92
	Dec 7, 2001	0.00	26.66	5.000	-26.66	6513.58
	Jan 7, 2002	0.00	27.66	5.000	-27.66	6541.24
	4	Feb 7, 2002	3366.43	27.78	5.000	3338.65
Mar 7, 2002		0.00	12.28	5.000	-12.28	3214.87
Apr 7, 2002		0.00	13.65	5.000	-13.65	3228.52
May 7, 2002		0.00	13.27	5.000	-13.27	3241.79
Jun 7, 2002		0.00	13.77	5.000	-13.77	3255.55
Jul 7, 2002		0.00	13.77	5.000	-13.38	3268.93
Aug 7, 2002		0.00	13.38	5.000	-13.88	3282.81
Sep 7, 2002		0.00	13.88	5.000	-13.94	3296.75
Oct 7, 2002		0.00	13.94	5.000	-13.55	3310.30
Nov 7, 2002		0.00	13.55	5.000	-14.06	3324.36
Dec 7, 2002		0.00	14.06	5.000	-13.66	3338.02
Jan 7, 2003		0.00	13.66	5.000	-14.18	3352.20
5		Feb 7, 2003	3366.43	14.24	5.000	3352.20

State of North Carolina
Department of Environment
and Natural Resources
Division of Water Quality

James B. Hunt, Jr., Governor
Wayne McDevitt, Secretary
A. Preston Howard, Jr., P.E., Director



July 27, 1998

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Lucius Jones
3131 Rabbit Skin Road
Waynesville NC 28786

Subject: Special Agreement
Certified Animal Waste Management Plan
Greg Ferguson Dairy
Facility Number: 44-55
Haywood County

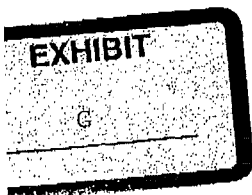
Dear Lucius Jones:

As per Senate Bill 1217, which was ratified on June 21, 1996, and your application for Special Agreement which was received on March 20, 1998, the Environmental Management Commission (EMC) hereby proposes to enter into a special agreement with Lucius Jones in order to allow additional time for Lucius Jones to obtain and implement a certified animal waste management plan (CAWMP) for the subject facility.

Please find enclosed the proposed Special Agreement. If you agree to abide by the dates and terms of the attached schedule, you must sign, date and return the enclosed documents to the attention of "Shannon Langley" at the letterhead address within fourteen (14) calendar days of your receipt of this letter.

If you have already implemented your CAWMP or do not wish to enter into the Special Agreement, please provide us with a response to Mr. Shannon Langley within fourteen (14) calendar days of your receipt of this letter.

Please be advised that nothing in this letter should be taken as removing from you the responsibility or liability for failure to comply with all terms and conditions of the North Carolina General Statutes 143-215.1 and the relevant rules promulgated thereunder. All dates and conditions of this agreement that are not met shall be subject to civil penalties, criminal penalties, injunctions and all other enforcement tools available to the Division of Water Quality.



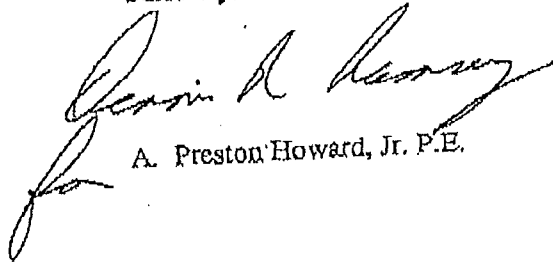
P.O. Box 29535, Raleigh, North Carolina 27626-0535
An Equal Opportunity Affirmative Action Employer

Telephone 919-733-5083 Fax 919-715-6048
50% recycled/10% post-consumer paper

Therefore, in order to avoid such enforcement actions, I urge you to read the Agreement carefully, make sure you understand your commitments under the Agreement, and contact Mr. Langley, if you do not understand or are confused about any condition of the agreement.

If you have any questions concerning this matter, please do not hesitate to contact Mr. Shannon Langley at (919) 733-5083 ext. 581 or Ms. Sonya Avant at (919) 733-5083 ext. 571.

Sincerely,



A. Preston Howard, Jr. P.E.

Attachment

cc: Facility File -- Non-Discharge Compliance/Enforcement Unit
DWQ Regional Office
Dewey Botts -- Division of Soil and Water
Shannon Langley
Central Files

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION

COUNTY OF HAYWOOD

IN THE MATTER OF

SPECIAL AGREEMENT FACILITY NUMBER: 44-55

LUCIUS JONES

Pursuant to provisions of North Carolina General Statutes (G.S.) 143-215.2(a) this Special Agreement is entered into by Lucius Jones, hereinafter referred to as "OWNER", and the North Carolina Environmental Management Commission, an agency of the State of North Carolina created by G.S. 143B-282, and hereinafter referred to as the Commission:

1. "OWNER" and the Commission hereby stipulate the following:

- (a) "OWNER" has previously been deemed permitted in accordance with 15A NCAC 2H .0217 for the operation of an animal waste treatment works, but was unable to comply with 15A NCAC 2H .0217 (a)(1)(E) requiring an approved animal waste management plan to be submitted by December 31, 1997.
(b) Failure to obtain and implement a Certified Animal Waste Management Plan in accordance with 15A NCAC 2H .0217(a)(1)(E) is a violation of State Water Quality Regulations and "OWNER" is within the jurisdiction of the Commission as set forth in G.S. Chapter 143, Article 21.
(c) "OWNER" desires to continue to operate the animal waste treatment works as a Non-Discharge system.
(d) "OWNER" has secured assistance from a certified technical specialist to develop an animal waste management system which, once certified, will meet or exceed all applicable guidelines and standards and will be able to comply with all aspects of the Commission's animal waste general permit.
(e) During the term of this Agreement there will be no increase in Steady State Live Weight (SSLW) at the facility. Any new construction will be designed to accommodate only the SSLW for which the facility was registered in accordance with 15A NCAC 2H .0217(a)(1)(D).
(f) Since this Special Agreement is by Consent, neither party will file a petition for a contested case or for judicial review concerning its terms.
(g) Nothing in this Special Agreement shall be taken as absolving or relieving "OWNER" from any responsibility or liability for discharges of animal waste to surface waters of the State of North Carolina.

2. "OWNER" desiring to comply with the Permit identified in paragraph 1(a) above, hereby agrees to do the following:

- (a) Undertake all necessary activities in order to obtain and implement a certified animal waste management plan by December 31, 1999.

Farm Number: 44-55
Special Agreement
Page 2

- (b) "OWNER" shall comply with all terms and conditions of the North Carolina General Statutes 143-215.1 and the relevant rules promulgated thereunder except 15A NCAC 2H .0217(a)(1)(E).
 - (c) No later than fourteen (14) calendar days after the date identified in 2(a) above, submit to the Director of DWQ written notice of compliance or noncompliance therewith. In the case of noncompliance, the notice shall include a statement of the reason(s) for noncompliance, remedial action(s) taken, and a statement identifying the extent to which subsequent dates or times for accomplishment of listed activities may be affected.
3. "OWNER" agrees that unless excused under paragraph four (4), "OWNER" will pay the Director of DWQ, by check payable to the North Carolina Department of Environment and Natural Resources, stipulated penalties according to the following schedule for failure to meet the deadline set out in paragraph 2(a) above.
- | | |
|--|---|
| <p>Failure to obtain and fully implement a Certified Animal Waste Management Plan by the date identified in 2(a)</p> | <p>\$100.00 for the first seven days past the date identified in 2(a) above: \$500.00 for each additional day</p> |
|--|---|
4. "OWNER" and the Commission agree that stipulated penalties are not due if "OWNER" satisfies the Division of Water Quality that noncompliance was caused solely by:
- a. An act of God;
 - b. An act of war;
 - c. An intentional act or omission of a third party, but this defense shall not be available if the act or omission is that of an employee or agent of the defendant or if the act or omission occurs in connection with a contractual relationship with the "OWNER";
 - d. An extraordinary event beyond the "OWNER'S" control. Contractor delays or failure to obtain funding will not be considered as events beyond the "OWNER's" control; or
 - e. Any combination of the above causes.
- Failure within thirty (30) days of receipt of written demand to pay the penalties, or challenge them by a contested case petition pursuant to G.S. 150B-23, will be grounds for a collection action, which the Attorney General is hereby authorized to initiate. The only issue in such an action will be whether the thirty (30) days has elapsed.
- 5. This Special Agreement and any terms and conditions contained herein, hereby superscides 15A NCAC 2H .0217(a)(1)(E).
 - 6. Noncompliance with the terms of this Special Agreement are subject to enforcement action in addition to the above stipulated penalties, including injunctive relief pursuant to G.S. 143-215.6(C).

Farm Number: 44-55
Special Agreement
Page 3

- 7. The "OWNER", upon signature of this Special Agreement, will be expected to comply with all schedule dates, terms, and conditions of this document.
- 8. This Special Agreement shall expire upon owners submittal of a certified animal waste management plan.

For Greg Ferguson Dairy

William Lucius Jones
Print Name of Owner

Lucius Jones
Signature of Owner

Date 8-20-90

For the North Carolina Environmental Management Commission:

Chairman of the Commission

Date _____

NC DENR
DSWMC

NORTH CAROLINA
AGRICULTURE COST SHARE PROGRAM
CONSERVATION PLAN OF OPERATION (CPO)

NCACSP-11
(12/98)

NAME: Greg Ferguson
ADDRESS: P.O. Box 1976
Maggie Valley, NC 28751

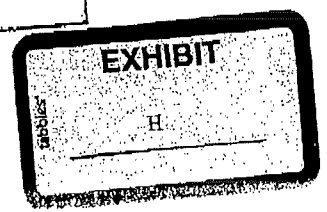
AGREEMENT NUMBER
44-2000-21-05

BMP ITEM NO.	TRACT/ FIELD NO.	PLANNED TREATMENT	EST. AMOUNTS (UNITS)	AVERAGE COST \$	COST SHARE %	ESTIMATED COST SHARE AND TIME SCHEDULE BY PROGRAM YEAR (INCLUDE OTHER COST SHARED FUNDING SOURCES) PY 2000	PY	PY
II	I	Feed Lot Roof Structure roofing	10,000 sqft	\$6/sqft	75%	\$45,000		
III	I	Waste Water System pipe (by invoice) manhole (by invoice) booring under road	500' 2 1	\$8/ft \$800 ea \$16,000	75% 75% 75%	\$3,000 \$1,200 \$12,000		
IV	I	Clean Water Protection System storm water conduit fill dirt catch basin	250' 600 cuyd 2	\$24/ft \$2/cuyd \$600	75% 75% 75%	\$4,500 \$900 \$900		
V	I	Holding Area Roof Structure roof (over existing lot)	4,600sqft	\$6/sqft	75%	\$20,700		

Technical Representative

Greg Ferguson

Date 5/17/00



NC DENR
DSSWC

NORTH CAROLINA
AGRICULTURE COST SHARE PROGRAM
CONSERVATION PLAN OF OPERATION (CPO)

NCACSP-11
(12/98)

NAME: Greg Ferguson
ADDRESS: P.O. Box 1976
Maggie Valley, NC 28751

AGREEMENT NUMBER
44-2000-21-05

BMP ITEM NO.	TRACT/ FIELD NO.	PLANNED TREATMENT	EST. AMOUNTS (UNITS)	AVERAGE COST \$	COST SHARE %	ESTIMATED COST SHARE AND TIME SCHEDULE BY PROGRAM YEAR (INCLUDE OTHER COST SHARED FUNDING SOURCES) PY 2000 PY
1	1	Dry Stack Facility				
		roof	5000sqft	\$600/sqft	75%	\$22,500
		footing concrete	36 cuyd	\$250/cyrd	75%	\$6,750
		concrete for floor	40 cuyd	\$100/cyrd	75%	\$3,000
		concrete for wall	30 cuyd	\$250/cyrd	75%	\$5,625
		concrete for loading pad	15 cuyd	\$100/cyrd	75%	\$1,125
		reinforcing bar	6107 lbs	\$0.74/lb	75%	\$3,389
		washed stone	15 tons	\$14.40/t	75%	\$162
		excavation	1,100cys		75%	\$1,650
		push off ramp	1	\$2,000	75%	\$1,500

Technical Representative

Spencer Simpson

Date 5/17/00

NORTH CAROLINA AGRICULTURE COST SHARE PROGRAM
CONSERVATION PLAN OF OPERATION (CPO) SUMMARY

IC DENR
S/WC

NAME: Greg Ferguson
ADDRESS: P.O. Box 1976
Magpie Valley, NC 28751

TOTAL COST	ANNUAL COST BY PROGRAM YEAR			TOTAL SOIL LOSS REDUCTION* TONSMR	TOTAL NUTRIENT LOSS REDUCTION* LBSYR N LBSYR P	ANIMAL TYPE AND NUMBER 120 dairy
	PY 2000	PY	PY			
\$133,901.00	\$133,901.00					

Highest level of design approval: FIELD OFFICE AREA OFFICE STATE OFFICE OTHER

The Cooperator(s) has reviewed the agreement and CPO and agrees to apply the planned treatment according to the standards and specifications as approved by the Division of Soil and Water Conservation. Failure to carry out the un-numbered contract items (LIN) does not constitute non-compliance with the contract. The Cooperator(s) agrees to maintain the strip cropping system for 5 years, long term no-fill for 5 years, nutrient management plan for 3 years, sod-based rotation for a minimum _____ months in sod, and all other practices for 10 years, except conservation tillage, which is an annual practice. The Cooperator(s) also agrees to fully implement the Waste Management Plan (WMP) that is part of the CPO. CPO and payment contingent on approval by NPS Section, Division of Soil and Water Conservation, NC DENR. Funding for this CPO is contingent upon final annual allocation of State funds to the District. Installation may not begin prior to receiving approval from the Division.

Applicant: X Greg Ferguson

Date: 5/17/00

Landowner (if applicable): _____

Date: _____

Technical Representative: Paula Spivey

Date: 5/17/00

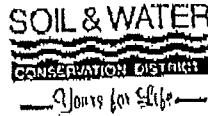
Design Approval Authority: _____

Date: _____

District Chair: Paula Spivey

Date: 18 May 00

* Or attach Resource Impact Summary. (Hansard/Sugg worksheet cannot be substituted.) of



Haywood Soil and Water Conservation District
 589 Raccoon Road Suite 203 Waynesville, NC 28786
 (828) 452-2741 (828) 453-5132 Ext. 3
 (828) 452-7031 FAX

April 15, 2002

Mr. Greg Ferguson
 3131 Rabbit Skin Road
 Waynesville, NC 28786

Dear Greg:

At the Haywood Soil & Water District Board Meeting held on April 10, 2002, the Supervisors discussed your North Carolina Agriculture Cost Share Program contract. The funds were to be used to get the dairy you were operating certified for the .0200 program. However, since you are no longer operating the dairy at that location, the contract must be canceled and the funds returned to the North Carolina Cost Share program.

This letter is official notification that the contract has been canceled and the funds returned to the NC Cost Share program.

If you have any questions, or if we can be of further assistance, please do not hesitate to call.

Yours truly,

Carlisle Ferguson
 Carlisle Ferguson, Chairman
 Haywood Soil & Water Conservation District

cc: Gayna Woody
 Lucius Jones

CF/gr

