

November 13, 2006

Chatham County Planning Dept.

Reference: The Woods at Wilkinson Creek Subdivision

To Whom It May Concern:

Attached is my e-mail correspondence with Daniel Paxson, of 635 Roads End, Pittsboro. Mr. Paxson is the head of the Roads End Neighborhood Association. The Neighborhood Association has agreed that all its members who have right of easement through the proposed Wilkinson Creek Subdivision will sign an Easement Abandonment Agreement for the road "Roads End", currently running from Tobacco Road to the Roads End Subdivision. In compensation, Wilkinson Creek LLC will construct a new paved road which will connect Tobacco Road with the Roads End Subdivision. Wilkinson Creek LLC will also provide monetary compensation of \$25,000 to the Roads End Neighborhood Association.

Best,



Christopher M. Hinkle

Wilkinson Creek LLC

**Chris Hinkle**

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**From:** Chris Hinkle [chris@hinkle.com]  
**Sent:** Monday, November 06, 2006 2:45 PM  
**To:** 'dlpaxson@aol.com'  
**Subject:** Easement Abandonment  
**Attachments:** Easement Abandonment.pdf

Dan,

Here's a pdf of the easement abandonment agreement as we discussed.

We would require that you get all the rest of the signatures and have each one notarized. The following people have already signed:

- Walter Davis
- Eng-Chun Mar
- Mei-Heng Mar

Best,

Chris

**Christopher M. Hinkle**  
Wilkinson Creek LLC  
Cell: 512-963-8095  
Fax: 866-650-6180  
chris@hinkle.com

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## Chris Hinkle

**From:** Chris Hinkle [chris@hinkle.com]  
**Sent:** Tuesday, November 07, 2006 7:50 PM  
**To:** 'DLPAXSON@aol.com'  
**Cc:** 'kattorney@aol.com'  
**Subject:** RE: Easement Abandonment

Dan,  
Thanks for the feedback.

I'll review with our attorney.

In the mean time, by way of explanation:

- The doc was drafted up before we agreed to financial compensation; we'll have to add that
- IIRC, the owners for Lot 16 didn't actually have the easement in their deed when they bought the property; ie they don't actually have any legal claim and therefore we don't need to get their signatures. I'll check the lot number again but if you see names omitted I expect that's why. To the best of my knowledge the names are:
  - o Robert Herrington
  - o William Teague
  - o Romas White
  - o Charles Robinson Jr.

Are those the ones you have listed for Lot 16?

Best,

Chris

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**From:** DLPAXSON@aol.com [mailto:DLPAXSON@aol.com]  
**Sent:** Tuesday, November 07, 2006 7:23 PM  
**To:** chris@hinkle.com  
**Subject:** Re: Easement Abandonment

Chris,

I did get the pdf doc. and downloaded it. We will also need copies of exhibits A & B as referenced in the document. Just giving it a quick look, I noticed there is no signature line for Lot 16. I'll have to check my list, I think it is owned by three parties. Lot 9 is owned by William Lipscomb. Charles T. Jones, Jr. doesn't own a Lot in the subdivision, but rather a lot divided off Norwood's property. I don't know what his legal right to the proposed abandoned easement is, but I think he and his wife would be willing to sign with us. He does own property along the private road, I'm just not sure what the language is, in his deed from Lamont Norwood. I will discuss this with him. There also isn't a notary statement for the Managing Member of Wilkinson Creek, LLC.

There is other language in the document that will need to be more specific. For example, there is no mention of Roads End Association receiving any financial compensation for giving up our easement. Also, I don't like some of the wording on page two, and would like to have your attorney explain a few things to me. He could probably explain to me for example, why on page two, in the first line it mentions in consideration of Wilkinson's agreement, but there is no agreement attached or referenced in any way. What Wilkinson's

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agreement?

Item 2) mentions "constructing the street identified above", yet the only thing mentioned above is a road. Keep the language consistent, street or road.

Item 3) again goes back to calling it a road. It says that "Until such time as Wilkinson provides the road provided above", if the road is already provided above, Wilkinson won't have to provide it will they? It also says that the lot owners reserve the right to use the easement, until the road is provided. I think to protect ourselves, and to maintain our position, we will have to maintain ownership of the easement until said time when your new road is completed and accepted by NCDOT for addition to the public road system for maintenance purposes. At that time, we will be assured of our ingress and egress route. Otherwise, we would only have permission to use what would then be Wilkinson's easement. That would not leave us in as good of a negotiating position, as if we still had ownership of the easement. I know that you are sincere in your intent, however we must protect ourselves in the event of troubles beyond your control.

I'll get back with you in the next couple of days with some recommendations. Perhaps we could sit down with your attorney then and work up a better document.

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**Chris Hinkle**

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**From:** Chris Hinkle [chris@hinkle.com]  
**Sent:** Wednesday, November 08, 2006 3:11 PM  
**To:** 'DLPAXSON@aol.com'  
**Subject:** RE: Easement Abandonment

OK, will do.

In any case, you can see that there are some blank spaces to write in other names in case any fall through the cracks...

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**From:** DLPAXSON@aol.com [mailto:DLPAXSON@aol.com]  
**Sent:** Wednesday, November 08, 2006 8:19 AM  
**To:** chris@hinkle.com  
**Subject:** Re: Easement Abandonment

Chris,  
I checked my owner's sheet this morning and actually Lot 16 is Stephen Lewis Keller, and Lot 11 is Herrington, Robinson, Teague & Romes. You'll have to check and see which ones don't need to sign.  
Dan

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