

Richard B. Quinlan
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114 Holly Glenn Road
Pittsboro, NC 27312

April 24, 2006

Ms. Lynn Richardson
Land Use Administrator
Chatham County Planning Department
P.O. Box 54
Pittsboro, NC 27312

RE: The Parks at Meadowview

Dear Ms. Richardson;

We are adjacent property owners to the above-referenced subdivision planned for the Harris tract, and we received notice of the sketch plan review scheduled for May 1, 2006. We own property on the southeast corner of the Harris tract, which has an easement that has been used by the Harris family for ingress and egress to their property (though the Harris' do not own the easement property).

We are pleased to see that the sketch plan provided with the notice does not appear to use our property as an access point. However, our subsequent discussions with the party intending to purchase the land in May has so far indicated that they are unwilling to relinquish the easement at this time and may use it for access during construction. There have been numerous issues with the past usage of this easement and now we have concerns with future potential use that are summarized below. Please consider these concerns in your review of the subdivision plans:

- There is a history of the Harris' improper usage of this timber easement that dates back to 1994 (when they first obtained a legal egress). There are numerous letters from our attorney and from us to the Harris family (Gene Harris, Ed Harris jr., and Cammile Cunnup) documenting unsanitary disposal of human waste, trash, and animal carcasses, and impeding our usage of our property with parked vehicles, vandalism, and theft (mostly caused by hunting lessees).
- We experienced property damage during the Harris' timber removal operation in late 2003/2004. This damage was caused by easement "improvements" that were undertaken on our property without our notification or consent, creating changes in drainage that now cause flooding. This condition was clearly documented and provided to the Harris', reviewed by their forestry professional, and noted in a letter from our attorney. However, the Harris' have refused to acknowledge or offer repair of the damage, and it remains today.
- Our attorney has the opinion that there are limits on the Harris' use of the easement; the Harris' attorney has a different opinion. However, the Harris' ceased using the easement for hunting purposes in late 2004, and lessees now access the Harris tract through another adjacent property. There has been insignificant use of the easement since late 2004.


We understand this will all be history when the land changes ownership, and, as needed, we hope to have a much more cooperative relationship with the new owners. However, because of this history, we would prefer that the easement is not used for any purpose to benefit the Parks at Meadowview, and that this burden on our private property be ultimately relinquished.

If the Parks at Meadowview intends to use the easement for construction access or utility installation, we have the following concerns and requests:

- Construction use will be highly disruptive and will occur over an extended period of many years. This will subject our property to further adverse physical changes, lessen the market value of our property, and negatively change the nature of traffic (which is now essentially none) experienced by all neighbors.
- There are five to six properties that border this easement, which do not appear to have received notice of the Parks at Meadowview. These property owners should be notified, as they would experience a significant and disruptive change occurring within a few feet of their homes if the easement were to be used for construction.
- Physical and environmental constraints make this easement narrow, regardless of the deeded width, and a good portion of its length and width is in a low wet area adjacent to a pond. Indeed, when the Harris' obtained this easement, there were other access options available to them; several Planning Board members at that time felt that the current location was not appropriate for future access to the Harris property and that the Harris' should have used other alternatives available at the time.
- Any future use shall be subject to a detailed Maintenance and Use Agreement that is acceptable to all parties with an interest in the easement; we would not tolerate anything other than incidental use until an agreement has been executed.

We hope that our interpretation of the current sketch plan is correct and that our property is not subject to future usage as temporary or permanent access to the Parks at Meadowview. We strongly encourage the Planning Board and Planning Department to consider the adverse impacts to our property and to other adjacent property owners if the developer proposes to use the easement; we prefer that all access to the Parks at Meadowview occurs through their other entrances on Old Graham Road and on Highway 87. We appreciate your consideration of this matter and are willing to answer any questions from the Planning Department staff, Board members, or the future property owners.

Sincerely,



Richard B. Quinlan



Barbara L. Oslund

Attachment: easement and flooding photos



Note: Easement boundary is approximately 10 ft. to the left of the vehicle track (left edge of trees) and extends more than 20 ft. to the right of the vehicle track (near edge of pond).