



# Soil & Environmental Consultants, PA

11010 Raven Ridge Road • Raleigh, North Carolina 27614 • Phone: (919) 846-5900 • Fax: (919) 846-9467  
www.SandEC.com

March 20, 2006  
Project #9221.S1

Glen Phillips  
221 Providence Road  
Chapel Hill, NC 27514

Re: Soil/Site Evaluation on Dixon Property, 63- Acre Site on Manns Chapel Road, Chatham County, NC

Dear Mr. Phillips:

Soil & Environmental Consultants, PA (S&EC) performed a detailed soil and site evaluation on the above referenced tract. This was performed at your request as part of the preliminary planning process in order to determine areas of soil that have potential for subsurface wastewater disposal. Fieldwork was performed in December 2004.

S&EC traversed the property and observed landforms (slope, drainage patterns, past use, etc.) as well as soil conditions (depth, texture, structure, seasonal wetness, restrictive horizons, etc.) through the use of hand auger borings. The site was evaluated during moist soil conditions. From these observations, an evaluation of the site was developed, relative to subsurface disposal of wastewater. Soil boundaries were flagged in the field and were located by S&EC using a GPS unit. The soil/site evaluation criteria used is that contained in 15 A NCAC 18A .1900 "Laws and Rules for Sewage Treatment and Disposal Systems".

## **FINDINGS**

This site is located in the Piedmont region of Chatham County. The upland soils on this tract are similar to the Wedowee and Helena soil series. The Wedowee soil series has a sandy loam surface material over a clay subsoil. These soils are at least 24 inches deep to prohibitive soil characteristics and are generally useable for subsurface septic systems. The Helena soils have an expansive clay subsoil and soil wetness before 24 inches and are generally unsuitable for conventional subsurface septic systems.

The accompanying GPS/AutoCAD map indicates the areas with potential use for subsurface wastewater disposal. The "CONV." (hatched areas) units indicate areas of soils which are at least 24 to 30 inches deep to prohibitive soil characteristics and these areas have potential for a conventional septic system, a modified conventional (shallow placed lines with no fill required over the disposal area) or a low pressure pipe system (LPP) and/or ultra-shallow conventional (shallow placed lines with fill required over the disposal field) system. Unit "UN" on the attached map indicates areas of soils that are less than 24 inches to prohibitive soil characteristics and are generally unsuitable for the type of systems mentioned above. There are some unsuitable soils and areas due to very bouldery conditions with rocks to large boulders. However, there may be some fringe areas around the boulders where the boulders and rocks decrease in number and may be removed since they are mainly surface inclusions. If the removal of the boulders does not disturb the soils, then the areas may be potentially useable for a drainfield area. Also, this tract of

**Charlotte Office:**  
236 LePhillip Court, Suite C  
Concord, NC 28025  
Phone: (704) 720-9405  
Fax: (704) 720-9406

**Greensboro Office:**  
3817-E Lawndale Drive  
Greensboro, NC 27455  
Phone: (336) 540-8234  
Fax: (336) 540-8235

land contains intermediate rocks and felsic crystalline rocks which can cause the soil mineralogy to be "marginal" and possibly expansive. The useable soils areas on the map may contain inclusions of these "boarderline" soils. Soil samples may be necessary for CEC analysis to help determine if they are expansive or slightly expansive. However, the "UN" areas may be suitable for more expensive alternative septic systems, i.e. pretreatment drip or spray irrigation, etc. Such systems are expensive and, if requested, S&EC can provide additional information concerning these types of systems.

The site plan for each lot must ensure that adequate soil area for system and repair is unaffected by site elements (house placement, driveway, wells, patios, decks, etc.) on that or adjacent lots. The area ultimately designated by the health department on the site plan for the septic system and repair must remain undisturbed (no mechanical clearing, excavation, heavy traffic or other significant site disturbing activities) until authorized by the health department. A lot with initially adequate useable soil area may be rendered unusable as a result of improper site planning and/or disturbance. A field layout of the proposed septic systems may be required as part of the individual lot development process.

Upon completion of a subdivision plan, S&EC recommends reviewing the plan before recording the subdivision lots. It is important to note that any preliminary certification that a subdivision plan meets does not represent approval or a permit for any site work, nor does it guarantee issuance of an improvement permit for any lot. Final site approval for issuance of improvements is based on regulations in force at the time of permitting and is dependent on satisfactory completion of individual site evaluations following application for an improvement permit detailing a specific use and sitting.

#### **GENERAL WASTEWATER CONSIDERATIONS**

Once potentially useable areas are located through vertical borings, the next consideration is the horizontal extent of those areas. The size and configuration of the useable soil area dictate the utility of that area. The size of a subsurface disposal field is determined by: 1) the design flow from the source (120 gallons/bedroom/day in residences), and 2) the long term acceptance rate (LTAR) of the soil (based on the hydraulic conductivity of the soil, a function of the soil's texture, mineralogy, structure, porosity, etc.). The configuration must be such that an efficient layout of disposal lines (on contour) is possible. An additional consideration is the required setbacks for the system from various elements such as wells (100'), streams and ponds (50') or more (depending on watershed regulations), property lines (10'), top of embankment (15'), watershed buffers, etc. (see Attachment 1).

The utility of a potential useable soil area for a subsurface system is most accurately determined by an on-ground layout of the proposed system. The total area needed for system and repair areas will depend upon the system type, the layout of that system and the total design flow (factors mentioned above). A typical area needed for a three bedroom residence is approximately 10,000 to 12,000 ft<sup>2</sup> (could be more depending on site features) or 720 to 960 linear feet of conventional line (system and repair) or 1,440 linear feet of LPP line (system and repair). These estimates reference Laws and Rules for Sewage Treatment and Disposal Systems for North Carolina and use a LTAR of 0.25gpd/ft<sup>2</sup> for conventional septic systems (.1955), a LTAR of 0.25gpd/ft<sup>2</sup> for modified conventional (.1956) and 0.1gpd/ft<sup>2</sup> for LPP septic systems (.1957a). The health department will determine the ultimate LTAR after their lot evaluation. S&EC will be glad to assist in any system layout or sizing calculations if requested.

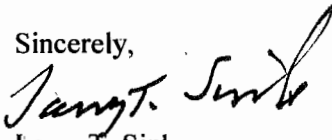
This report discusses the general location of potentially useable soils for on-site subsurface wastewater disposal and, of course, does not constitute or imply any approval or permit as needed

by the client from the local health department. S&EC is a professional consulting firm that specializes in the delineation of soil areas for wastewater disposal, and the layout and design of wastewater treatment systems. As a professional consulting firm, S&EC is hired for its professional opinion in these matters. The rules governing wastewater treatment (interpreted and governed by local and state agencies) are evolving constantly, and in many cases, affected by the opinions of individuals employed by these governing agencies. Because of this, S&EC cannot guarantee that areas delineated and/or systems designed will be permitted by the governing agencies. As always, S&EC recommends that anyone making financial commitments on a tract be fully aware of individual permit requirements on that tract prior to final action.

An individual septic system permit will be required for each lot prior to obtaining a building permit. This will involve a detailed evaluation by the local health department to determine, among other things, system size and layout, well, drive and house location. Only after developing this information can a final determination be made concerning specifics of system design and site utilization.

Soil & Environmental Consultants, PA is pleased to be of service in this matter and we look forward to assisting in any site analysis needs you may have in the future. Please feel free to call with any questions or comments.

Sincerely,



Larry T. Sink  
NC Licensed Soil Scientist #1054

Encl: Attachment 1  
Soil Suitability Map



## Attachment 1

### .1950 Location of Sanitary Sewage Systems

(c) (c) Every sanitary sewage treatment and disposal system shall be located at least the minimum horizontal distance from the following:

- |  |                                     |
|--|-------------------------------------|
| (1) any private water supply source including a well or spring   | 100 feet                            |
| (2) any public water supply source   | 100 feet                            |
| (3) streams classified as WS-I   | 100 feet                            |
| (4) water classified as S.A.   | 100 feet from mean high water mark  |
| (5) Other coastal waters   | 50 feet from mean high water mark   |
| (6) any other stream, canal, marsh, or other surface waters  | 50 feet                             |
| (7) any Class I or Class II reservoir  | 100 feet from normal pool elevation |
| (8) any permanent storm water retention pond   | 50 feet from flood pool elevation   |
| (9) any other lake or pond   | 50 feet from normal pool elevation  |
| (10) any building foundation   | 5 feet                              |
| (11) any basement  | 15 feet                             |
| (12) any property line   | 10 feet                             |
| (13) top of slope of embankments or cuts of 2 feet or more vertical height   | 15 feet                             |
| (14) any water line  | 10 feet                             |
| (15) drainage systems:   |                                     |
| (A) Interceptor drains, foundation drains and storm water diversions   |                                     |
| (i) upslope  | 10 feet                             |
| (ii) sideslope   | 15 feet                             |
| (iii) downslope  | 25 feet                             |
| (B) Groundwater lowering ditched and devices   | 25 feet                             |
| (16) any swimming pool   | 15 feet                             |
| (17) any other nitrification field (except repair area)  | 20 feet                             |
| (b) Ground absorption, sewage treatment and disposal systems may be located closer than 100 feet from a private well supply, except springs and uncased wells located downslope and used as a source of drinking water, repairs, space limitations and other site-planning considerations but shall be located the maximum feasible distance and, in no case, less than 50 feet. |                                     |
| (c) Nitrification fields and repair areas shall not be located under paved areas or areas subject to vehicular traffic. If effluent is to be conveyed under areas subject to vehicular traffic, ductile iron or its equivalent pipe shall be used. However, pipe specified in Rule .1955 (e) may be used if a minimum of 30 inches of compacted cover is provided over the pipe. |                                     |

Note: Systems over 3000 GPD or an individual nitrification fields with a capacity of 1500 GPD or more have more restrictive setback requirements, see .1950 (a) (17) (d) for specifics.



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS

MICHAEL F. EASLEY.  
GOVERNOR

LYNDO TIPPETT  
SECRETARY

June 24, 2006

Chatham County                  County Driveway Permit File Number 19-671  
(Dixon Property Subdivision)

Subject: Commercial Driveway Permit Application with Entrance on SR 1532

Mr. James E. Dixon  
94 Chatham Dr.  
Chapel Hill, NC 27516


Dear Mr. Dixon:

Personnel assigned to this office have conducted a review of the permit Application and approval is granted subject to the following stipulations:

1. The entrance onto SR 1532 is to be constructed in accordance with the attached detail sheet.
2. The entrance onto SR 1532 shall be paved for at least 50' along the centerline of the entrance.
3. The entrance onto SR 1532 shall require radii on each side of the driveways as shown on the attached drawing.
4. No parking or outdoor advertising (signs) shall be allowed inside the right of way of SR 1532.
5. Any areas inside the right of way disturbed during construction shall be seeded and mulched immediately upon completion of construction.
6. This driveway permit accompanies encroachment # 19-3272.

Attached to this correspondence please find an approved copy of TEB Form 65-04 (Driveway Permit Application - N. C. Department of Transportation). Upon completion of the driveway entrance construction please notify the Chatham County Maintenance Department (Phone 919-742-3431) so a final inspection of the entrance can be made.

Yours very truly,



J. L. Picklesimer, P.E., P.L.S.  
District Engineer

JLP/jek  
Attachments

cc: Mr. Timothy Johnson P.E., Division Engineer  
Mr. B.F. Sloan, County Maintenance Engineer

19.671

LOCATION OF PROPERTY:

County Chatham Access to Route No. 1532

Exact Distance 2.35  Miles  Feet N  S  E  W

From the Intersection of Route No. 15-501 and Route No. 1532 Toward West

N. C. DEPARTMENT OF TRANSPORTATION  
STREET AND DRIVEWAY ACCESS  
PERMIT APPLICATION

PROPERTY WILL BE USED FOR:  Special Commercial  Regular Commercial  Residential/Subdivision  Other

PROPERTY  is  is not within Pittsboro City Zoning Area

PROPERTY IS LOCATED IN:  Rural  Urban Development Classification

AGREEMENT

I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.

I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.

I agree that no signs or objects will be placed on or over the public right-of-way.

I agree that the driveway(s) or street(s) will be constructed as shown on the sketch on (the reverse side) (the attached plans).

I agree that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.

I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.

I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".

I agree to pay an installation fee for pipe installed by the Division of Highways or pay a \$50 inspection fee for installation by others. Make checks payable to NCDOT. The inspection fee will be reimbursed if application is denied.

I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public level.

I agree to provide during construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments and Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer.

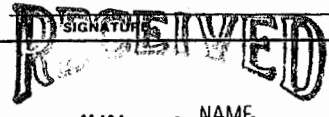
I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damages that may arise by reason of this construction.

I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.

I agree to provide a Performance Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.

I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.

Entrance Width(s)	Pipe Size	Pipe Length	Pipe Installation Costs	Inspection Satisfactory (Yes/No)	AMOUNT RECEIVED	INSTALLATION BY: ( ) NCDOT ( ) OTHERS	Dollars \$
1.			\$		<u>Fifty Dollars</u>	<u>TIV</u>	<u>50.00</u>
2.			\$				
3.			\$				



PROPERTY OWNER: NAME James E. Dixon SIGNATURE James E. Dixon ADDRESS 94 Chatham Drive, Chapel Hill, NC 27516

WITNESS: NAME Glenn Phillips SIGNATURE Glenn Phillips ADDRESS 221 Providence Road, Chapel Hill, NC 27514

DATE: JUN 16 2006

DIVISION 8 DISTRICT 1 DEPT. OF TRANSPORTATION

APPLICANT: NAME James E. Dixon SIGNATURE James E. Dixon ADDRESS 94 Chatham Drive, Chapel Hill, NC 27516

WITNESS: NAME Glenn Phillips SIGNATURE Glenn Phillips ADDRESS 221 Providence Road, Chapel Hill, NC 27514

# APPROVALS

APPROVAL BY: Local Governmental Authority (when required)

SIGNATURE

TITLE

DATE

APPLICATION RECEIVED BY DISTRICT ENGINEER

APPLICATION APPROVED BY DISTRICT ENGINEER

*J. J. Riebles*  
SIGNATURE

6-16-08  
DATE

*J. J. Riebles*  
SIGNATURE

6-24-08  
DATE

COMMENTS:

**SHOW:**

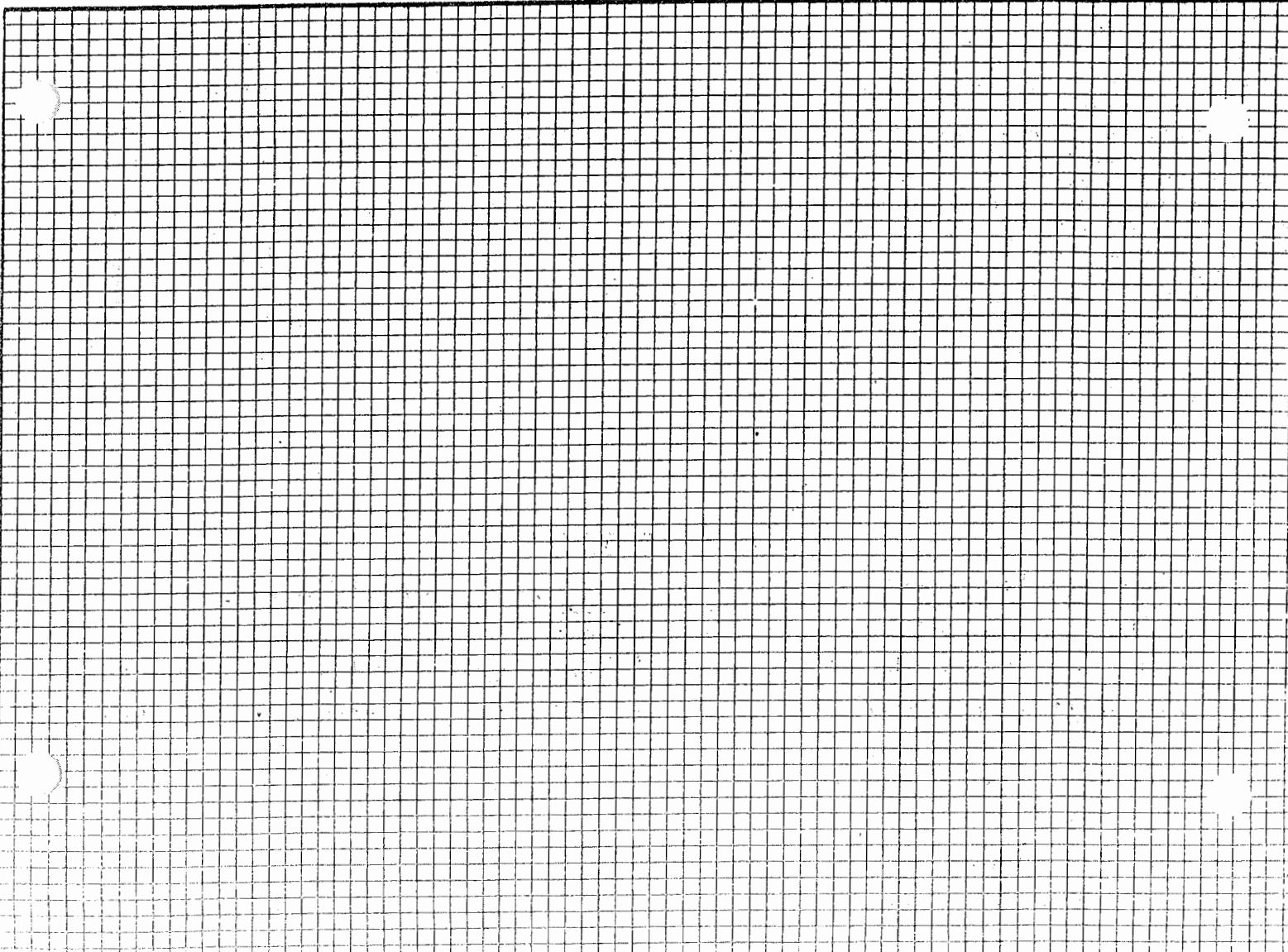
1. LOCATION OF DRIVEWAYS
2. DETAILS OF WORK, INCLUDING PIPES
3. EXISTING BUILDING, WALL, ETC.
4. PROPOSED BUILDING, WALL, ETC.
5. HIGHWAY FEATURES

**PROPOSED PLANS**

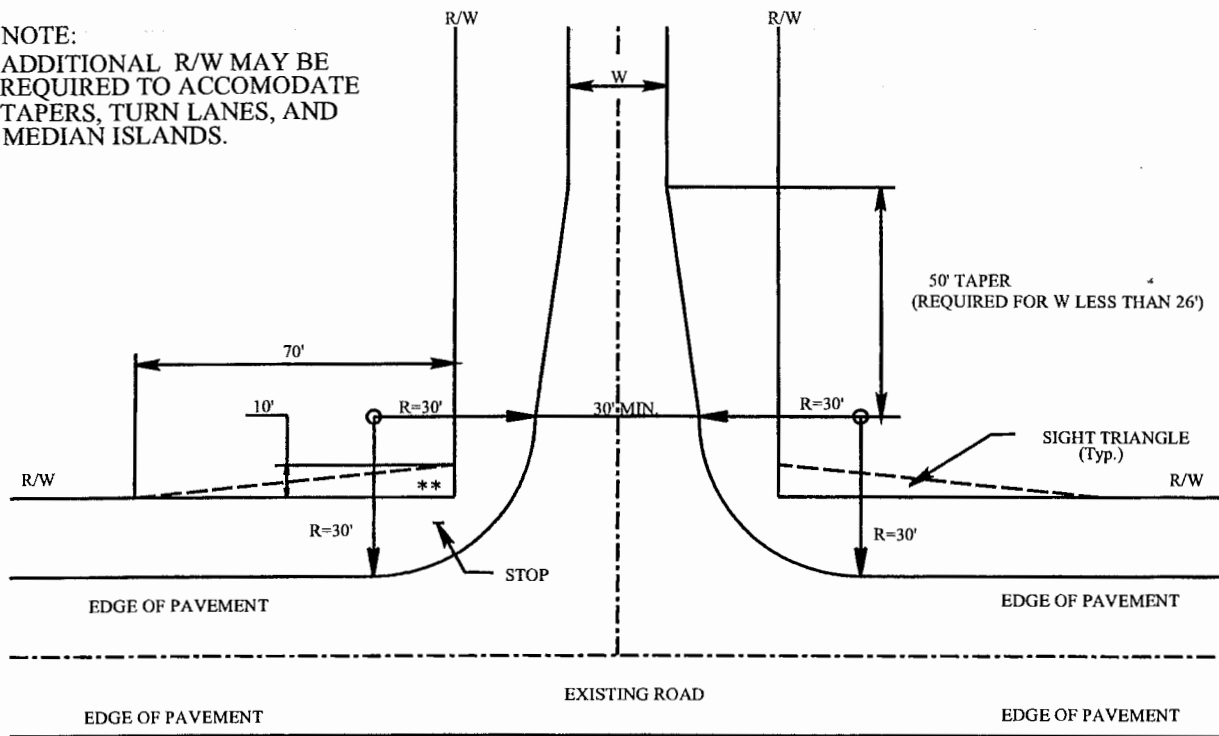
DRAW OR SKETCH BELOW, OR ATTACH  
CONSTRUCTION PLANS FOR STREETS  
OR DRIVEWAYS.



INDICATE  
NORTH



NOTE:  
 ADDITIONAL R/W MAY BE  
 REQUIRED TO ACCOMODATE  
 TAPERS, TURN LANES, AND  
 MEDIAN ISLANDS.



\*\*NOTE: Permanent Drainage easements may be required to accomodate drainage beyond the right-of-way.

**FIGURE 4**

**RECOMMENDED ROAD CONNECTION**

**NEW LOCAL RESIDENTIAL ROAD OR RESIDENTIAL  
 COLLECTOR ROAD AND EXISTING STATE MAINTAINED  
 ROAD WITHOUT CURB AND GUTTER**

**STOP CONDITION**





STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY  
GOVERNOR

P.O. BOX 25201, RALEIGH, N.C. 27611-5201

LYNDO TIPPETT  
SECRETARY

June 24, 2006

Mr. James Dixon  
94 Chatham Dr.  
Chapel Hill, NC 27516

**SUBJECT: ENCROACHMENT AGREEMENT (19-3272)**  
**Widening for left turn lane**  
**SR 1532**  
**Chatham County**

Dear Mr. Dixon,


Attached is a properly executed copy of a Right of Way Encroachment Agreement which covers the following:

Widening for left turn lane on SR 1532 in Chatham Co.

This agreement is approved subject to the Special Provisions which are attached to and made a part of the Encroachment Agreement. This encroachment agreement accompanies driveway permit # 19-671.

8/14

Sincerely,

  
Timothy Johnson, P.E.  
Division Engineer

TJ:jek

Attachments

c: Robert Memory, State Utility Agent, Utility Coordination Unit (w/orig.)  
J.L. Picklesimer, P.E. P.L.S., District Engineer

(19-3272)

**ENCROACHMENT SPECIAL PROVISIONS**  
**JAMES DIXON PROPERTY (SUBDIVISION)**  
**19-3272 (CHATHAM)**

*Approval of the encroachment agreement is made subject to the following Special Provisions:*

1. Changes noted in red on the plans shall be incorporated into and made a part of the encroachment agreement. An executed copy of the encroachment agreement shall be available at the construction site at all times. NCDOT reserves the right to stop all work unless evidence of approval can be shown.
2. Notify the following prior to beginning work:
  - *B.F. Sloan, County Maintenance Engineer*  
1404 E Raleigh St.  
Siler City, N.C. 27344  
(919) 742-3431
3. **The encroaching party shall comply with all applicable federal, state and local environmental regulations, and shall obtain all necessary federal, state and local environmental permits, including but not limited to, those related to sediment control, stormwater, wetland, streams, endangered species, and historical sites.**
4. All materials and construction shall be in accordance with NCDOT standards and specifications, including but not limited to the NCDOT Standard Specifications for Roads and Structures 2002, the NCDOT Roadway Standards Drawings, and NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way.
5. It shall be the responsibility of the Encroacher to determine the location of other utilities within the encroachment area in accordance with General Statute 87-102. The Encroacher shall be responsible for notifying other utility owners and providing protection and safeguards to prevent damage or interruption to existing facilities and to maintain accessibility to existing utilities. Costs to repair, restore, or relocate existing utilities due to this encroachment shall be the responsibility of the encroaching party.
6. NCDOT does not guarantee the Right of Way on this road, nor will it be responsible for any claim for damages brought by any property owner by reason of this encroachment. All Right of Way and easements necessary for construction and maintenance shall be dedicated to NCDOT with the proof of dedication furnished to the District Engineer prior to beginning work. Encroachment within the Right of Way does not imply approval for encroachment onto adjacent property. The Encroacher shall be responsible for securing any easement, permit, permission, or approval for encroachment or other use of property outside the state maintained right of way. Right of Way monuments disturbed during construction shall be referenced by a Professional Land Surveyor and reset immediately after construction.
7. The encroaching Party shall take whatever measures are necessary to minimize soil erosion and siltation, water pollution, and air pollution. It shall be the responsibility of the Encroaching Party to keep fully informed to comply with the applicable regulations of all legally constituted authorities relating to pollution prevention and control. In the event of conflict between regulations, specifications, or requirements, the more restrictive requirement shall apply. All erosion and pollution control devices and measures shall be constructed, installed, maintained and removed by the encroaching party in accordance with all applicable Federal, State and Local laws, regulations, ordinances, and policies. No construction shall begin until all erosion control devices have been installed to the satisfaction of the District Engineer. Failure to comply with this provision shall be grounds for immediate suspension of all activities within the Right of Way.
8. A \$100,000 Performance and Indemnity Bond shall be executed and posted with the District Engineer prior to beginning any work on the Right of Way. The required bond may be executed in any of the following methods.
  - Cash bond in the form of a certified check payable to the North Carolina Department of Transportation.

- Performance and indemnity bond underwritten by a surety company legally authorized to do business in North Carolina.
  - Continuing bond for the performance of work within the NCDOT Right of Ways.
  - Cashiers check or bank letter of credit (2 copies with original signature) in the amount of the bond.
  - The Bond shall be submitted to the District Engineer, North Carolina Department of Transportation, P.O. Box 1164 Asheboro N.C. 27204. Please identify the Encroachment Agreement by including File # 19-3272 on the Bond.
9. Bonds shall remain in effect for a period of one (1) year following completion of the job. The encroaching party shall notify the District Engineer in writing when all work within the Right of Way has been completed. Upon receipt of written notification, the District Engineer will inspect the project and provide certification that the project has been completed. When the project has been satisfactorily completed for one year the bonding company shall submit a written request along with a copy of the encroachment authorization to the District Engineer for release of the Bond. The Bond will be released upon satisfactory final inspection, review, and approval by the District Engineer.
  10. In the event this encroachment is constructed under multiple contracts and the bond requirement is delegated to the contractor or contractors, separate bonds may be posted. The amount of the bond secured by each contractor shall be proportional to the length and size of the contract. The bond will be held for a period of one (1) year following completion of the contract.
  11. No work shall commence until all Bond requirements have been satisfied.
  12. Storage of materials or equipment within the Right of Way is prohibited. During non-working hours, equipment shall be parked as close to the right of way line as possible and shall be properly barricaded so that no equipment obstruction shall be within the Clear Recovery Area.
  13. Construction equipment or vehicles shall not be parked on the pavement or roadway shoulder.
  14. Construction is authorized to be performed on Monday through Friday during the hours between sunrise and sunset.
  15. The encroaching party may delegate the performance of certain provisions of this agreement to contractors or other parties. However, this shall not in any way release the encroaching party from its obligations to the terms and provisions of the encroachment.
  16. Written notification shall be provided to the District Engineer upon completion of the work proposed under this agreement. Materials test frequencies and methods shall be in conformance with the NCDOT Materials and Tests guidelines, or as directed by NCDOT. A letter of approval, or recommendations for compliance, will be provided upon receipt and review of test reports.
  17. The encroaching party or the contractor(s) for the encroaching party may request a written letter stating that the encroachment has been satisfactorily completed by making a request in writing to the appropriate County Maintenance Engineer. The letter of completion does not relieve the encroaching party from any obligations or responsibilities under the terms and provisions of the encroachment or from obligations or responsibilities for making repairs needed for a reasonable time period.
  18. The traveling public shall be warned of construction with complete and proper signing and traffic control devices in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). No work shall be performed in the Right of Way unless this requirement is satisfied. NCDOT reserves the right to require a written traffic control plan for encroachment operations. Traffic control devices and operations shall include, but are not limited to the following:
    - Adequate and appropriate advance warning signs for any and all work zones, closed or obstructed areas.
    - "End Construction" signage beyond the end of all work zones.

- Adequate and appropriate delineation and control devices for all work zone areas including but not limited to lane closures, disturbed areas, and active work sites.
  - Properly trained and equipped flagmen.
  - Proper maintenance of all traffic control devices, including but not limited to proper signage and controls during periods of inactivity and removal of inappropriate traffic control signage and/or devices.
19. Traffic shall not be detoured or rerouted without the prior written approval of the Division Engineer. Two way traffic shall be maintained at all times.
  20. In the event work is completed in less time than permitted, the normal traffic pattern shall be restored as soon as the work has been completed.
  21. The Traffic Services Supervisor shall be notified at (910) 947-3930 in Carthage, NC, prior to beginning work on the Right of Way if there are existing NCDOT signs, traffic signals, or signal equipment in or near the proposed work zone. Costs to relocate, replace, or repair NCDOT signs, signals, or associated equipment shall be the responsibility of the Encroacher.
  22. All temporary and final pavement markings, reflective pavement markers, traffic control devices, and signage are the responsibility of the encroaching party and shall be installed in accordance with current NCDOT standards. **Final pavement marking plans shall be submitted to and approved by the Division Traffic Engineer at (910)944-2344, at 902 Sandhills Boulevard, Aberdeen, NC 28315.** Plans should be submitted as soon as possible to allow adequate time for review. **Pavement markings shall be pre-marked and the Division Traffic Services Supervisor shall be notified at (910) 947-3930 for inspection of pre-marking before permanent pavement markings are placed.** The encroaching party shall provide at least two working days notification for the inspection. Pavement markings and reflective pavement markers which are damaged, obscured, or obliterated during construction shall be replaced in conformance with current NCDOT standards. Thermoplastic pavement markings shall be installed at locations where the adjacent pavement are thermoplastic or as directed by the Division Traffic Engineer.
  23. All pavement markings shall be thermoplastic and shall conform to the requirements of the **NCDOT Standard Specifications for Roads and Structures 2002**.
  24. Curb cuts and ramps for handicapped persons shall be constructed in accordance with the current NCDOT "Standard for Wheelchair Ramp Curb Cuts" and the Americans With Disabilities (ADA) Accessibility Guidelines for Buildings and Facilities.
  25. Ingress and egress shall be maintained to businesses and dwellings. Driveways altered during construction shall be restored to a condition equal to that prior to beginning construction.
  26. Excavated material shall not be placed on the paved roadway surface at any time unless specifically approved by the District Engineer. Drainage structures shall not be blocked with excavated material at any time.
  27. Trenches/excavations/bore pits shall not remain open longer than a 24 hour period. No trench/excavation/bore pit shall be left open overnight except in the event of emergency, in which case the encroacher shall notify the District Engineer and inform him as to the nature and anticipated duration of the emergency. Any excavation left open overnight due to emergency shall be protected and delineated with complete, adequate and appropriate safety and traffic control devices.
  28. All backfill shall meet the Statewide Borrow Criteria and shall be placed in accordance with section 300-6 of **NCDOT Standard Specifications for Roads and Structures 2002**. Backfill material shall be free from rocks and debris placed in six inch loose layers and compacted to at least 95% of standard density as determined by AASHTO Method T-99 as modified by NCDOT, except that backfill material placed within eight (8) inches of the pavement subgrade shall be compacted to 100% of standard density. (Copies of these testing procedures are available on request from the NCDOT Materials and Tests Unit.) Each layer must be fully compacted by an approved mechanical tamp before the next layer is placed.

29. Excavated areas adjacent to pavement having more than a 2 inch drop shall be back filled and made safe with a 6:1 or flatter slope and shall be designated by appropriate delineation during periods of construction inactivity including, but not limited to, night and weekend hours.
30. Drainage structures and systems shall be preserved and protected. Any structure that is disturbed or damaged during construction shall be immediately restored to its original condition at no expense to the Department of Transportation. All utility installations shall be designed and constructed so as not to hinder, disrupt or interfere with the existing storm drainage. All facilities shall pass over or under highway drainage facilities.
31. The encroaching party shall contact the District Engineer for inspection of forms or grade line prior to placing concrete for curb and gutter. A minimum of 24 hours notice is required for inspections.
32. A ¼ inch per foot pavement slope based on the existing centerline in tangent sections is required. In addition, a smooth transition must be maintained along areas of super elevation. The proposed widening may necessitate wedging or resurfacing one half of the existing roadway to accomplish this requirement. Widened areas less than 6 feet in width shall utilize a full depth asphalt pavement design. The minimum pavement design shall be:
- 3 inches Asphalt Surface Course – S9.5B
  - 4 inches Asphalt Intermediate Course – I-19.0B
  - 5 inches Asphalt Base Course- -B25.0B
33. All disturbed soil areas shall be promptly seeded and mulched. The encroaching party shall obtain the County Maintenance Engineer's approval of ditch and shoulder grading prior to seeding and mulching.
34. All earth areas shall be re-graded, seeded and mulched in accordance with Section 1660 of the NCDOT Standard Specifications for Roads and Structures 2002. Final determination of soil type shall be made by the Engineer. The following rates in pounds per acre apply:
- *YEAR ROUND MIXTURE (Sandy Soils)*
    - KY 31 Tall Fescue or Alta Tall Fescue – 50 pounds
    - Pensacola Bahiagrass – 50 pounds
    - Centipede – 5 pounds
    - Fertilizer (10-20-20 analysis) – 500 pounds
    - Limestone – 4000 pounds
  - *YEAR ROUND MIXTURE (Clay Soils)*
    - KY 31 Tall Fescue or Alta Tall Fescue – 100 pounds
    - Kenblue Bluegrass – 15 pounds
    - Fertilizer (10-20-20 analysis) – 500 pounds
    - Limestone – 4000 pounds
  - Add 10 pounds of Kobe or Korean Lespedeza and 10 pounds of Millet to the above mixture from May 1 to August 31.
  - On cut and fill slopes 2:1 or steeper, add 30# Sericea Lespedeza from January 1 to December 31.
  - Fertilizer shall be 10-20-20 analysis. Upon written approval of the Engineer, a different analysis may be used provided the 1-2-2 ratio is maintained and the rate of application is adjusted to provide the same amount of plant food as a 10-20-20 analysis.
35. Notify the County Maintenance Engineer's office at (919) 742-3431, 1404 E Raleigh St. Siler City, N.C. 27344, prior to beginning work. The encroaching party shall provide the County Maintenance Engineer with the following information at least 3 working days prior to commencing operations:
- Proposed schedule of operations
  - The name(s) and phone number(s) of project contact person(s). (See Special Provision 17)

*Kennedy Covington*  
ATTORNEYS AT LAW

Terri Lee Tolley  
Paralegal  
919.466.1251  
Fax: 919.513.2041  
ttolley@kennedycovington.com

January 10, 2007

Mr. Jim Hodgin  
87 Norwood Road  
Chapel Hill, NC 27516-8651

RE: Persimmon Hill documents

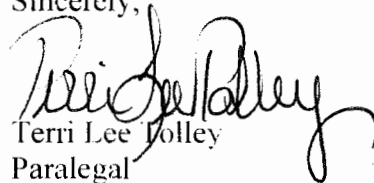
Dear Mr. Hodgin:

Per your request, enclosed please find the following:

1. A copy of the deed from Persimmon Hill Homeowners Association, Inc., to James E. Dixon as recorded in Book 1309, Page 379, Chatham County;
2. A copy of the deed from James E. Dixon to Persimmon Hill Homeowners Association, Inc., as recorded in Book 1309, Page 383, Chatham County;
3. A copy of the plat as recorded in Plat Slide 2007-7, Chatham County;
4. A copy of the Supplemental Declaration of Covenants, Conditions and Restrictions for Persimmon Hill.

It was a pleasure to have the opportunity to work with you again. Please do not hesitate to call me if you should have any questions.

Sincerely,

  
Terri Lee Tolley  
Paralegal

Enclosures

cc: Patrick Byker (without enclosures)  
Brett Hanna (without enclosures)

Recorded  
1/4/2007  
at 3:35 P.M.  
Book 1359  
Page 382  
Chatham County

Revenue stamps: \$10.00  
Real Estate ID Number: a portion of 1154

Prepared by and Return to: Brett T. Hanna, P.O. Box 17047, Raleigh, NC 27619-7047

Brief Description for the Index

.27 Acres Manns Chapel Road

## NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this 26<sup>th</sup> day of October, 2006, by and between

GRANTOR

Persimmon Hill Homeowners  
Association, Inc.

GRANTEE

James E. Dixon  
94 Chatham Drive  
Chapel Hill, NC 27516

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

The designation Grantor and Grantee, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, conveyed and confirmed and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain tract or parcel of land lying and being in Chatham County, North Carolina, being more particularly described on Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

[The remainder of this page has intentionally been left blank.]

[Signature page follows]



IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name on its behalf by its duly authorized officer this 25<sup>th</sup> day of October, 2006, and delivered on the date first above written.

**GRANTOR:**

Persimmon Hill Owners Association, Inc.

By: [Signature]  
Name: Larry M. Hicks  
Title: Persimmon Hill Board of Directors  
Director

Durham County, North Carolina

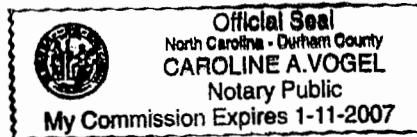
I certify that the following person personally appeared before me this day and acknowledged to me that he or she signed the foregoing document: LARRY M. HICKS  
10-25-2006.

My Commission Expires:

1-11-2007

[Affix Notary Stamp or Seal]

[Signature]  
Notary Public  
Print Name: CAROLINE H. VOGEL



[Signature Page]

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Being a portion of the Persimmon Hill Homeowners Association open space area recombined with the James E. Dixon tract located in the Township of Baldwin, in the County of Chatham, North Carolina, and being more particularly described as follows:

Commencing at an iron pin found on the intersection of the southerly right-of-way line of Manns Chapel Road and the southerly line of David Hackney, the point of beginning;

Thence along the southerly line of David Hackney S 85-52-35 E 39.38 feet to an iron pin found;

Thence along the old common line between Persimmon Hill and Dixon S 44-29-17 W 227.51 feet to a computed point on the new westerly line of Dixon;

Thence along the said new westerly line N 27-35-42 W 90.70 feet to an iron pin set on the southerly right-of-way line of Manns Chapel Road;

Thence along said right-of-way line, N 62-24-22 E 182.97 feet to the point of beginning, containing 11,711 square feet or 0.27 of an acre.

Recorded  
1/4/2007  
at 3:36 P.M.  
Book 1309  
Page 383  
Chatham

Revenue stamps: \$10.00  
Real Estate ID Number: a portion of 62205

Prepared by and Return to: Brett T. Hanna, P.O. Box 17047, Raleigh, NC 27619-7047

Brief Description for the Index

.35 Acres Manns Chapel Road

## NORTH CAROLINA NON-WARRANTY DEED

THIS DEED made this 27<sup>th</sup> day of October, 2006, by and between

GRANTOR

James E. Dixon

GRANTEE

Persimmon Hill Homeowners Association, Inc.  
c/o Larry Hicks  
Persimmon Hill Trail  
Pittsboro, NC 27312

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

The designation Grantor and Grantee, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, conveyed and confirmed and by these presents does grant, bargain, sell, and convey unto the Grantee in fee simple, all that certain tract or parcel of land lying and being in Chatham County, North Carolina, being more particularly described on Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

[The remainder of this page has intentionally been left blank.]

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name on its behalf by its duly authorized officer this 21<sup>st</sup> day of October, 2006, and delivered on the date first above written.

**GRANTOR:**

James E. Dixon  
James E. Dixon

DURHAM County, North Carolina

I certify that the following person personally appeared before me this day and acknowledged to me that he or she signed the foregoing document: James E. Dixon.

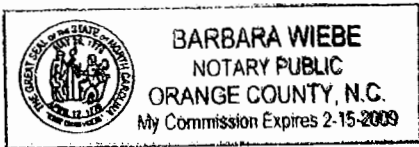
Date: 10/27/06

My Commission Expires:

2/15/09

[Affix Notary Stamp or Seal]

Barbara Wiebe  
Notary Public  
Print Name: BARBARA WIEBE



[Signature Page]

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Being a portion of the James E. Dixon tract recombined with the Persimmon Hill Homeowners Association open space area located in the Township of Baldwin, in the County of Chatham, North Carolina, and being more particularly described as follows:

Commencing at an iron pin found on the easterly right-of-way line of Persimmon Hill Road, point of beginning;

Thence running along said right-of-way line N 08-48-00 W 55.74 feet to an iron pin set;

Thence leaving said right-of-way line and running along the old common line between Persimmon Hill and Dixon, the following courses and distances:

N 08-48-00 W 130.43 feet to an iron pin found;  
N 51-27-24 E 109.99 feet to an iron pin found;

Thence N 44-29-17 E 137.90 feet to a computed point on the new easterly line of Persimmon hill;

Thence running along new easterly and southerly lines of Persimmon Hill the following courses and distances:

S 27-35-42 E 79.23 feet to an iron pin set;  
S 62-24-18 W 218.21 feet to an iron pin set;  
S 08-48-00 E 189.33 feet to an iron pin set;

Thence N 74-10-37 W 27.50 feet to the point of beginning, containing 14,985 square feet or 0.35 of an acre.

Recorded  
1/9/2007  
at 2:30 P.M.  
Book 1309  
Page 1059  
Chatham County

STATE OF NORTH CAROLINA  
COUNTY OF CHATHAM

SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR PERSIMMON HILL

THIS FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PERSIMMON HILL (the "Supplemental Declaration") is made and entered by the Persimmon Hill Homeowners Association, Inc. (the "Association") and the lot owners (the "Owners") of the Persimmon Hill Subdivision (the "Subdivision") and shall be effective upon the recordation of this Supplemental Declaration in the office of the Chatham County Registry.

WITNESSETH:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Persimmon Hill was recorded in Book 545 at Page 243 the office of the Chatham County Registry (the "Declaration");

WHEREAS, the property identified as Lots 1 - 29, as shown on a map entitled "Final Plat Showing Current Configuration of Persimmon Hill Subdivision" and recorded on Plat Slide 2004-359, Chatham County Registry together with the Common Areas (as defined in the Declaration) is subject to the covenants, conditions and restrictions of the Declaration;

WHEREAS, in accordance with Article 17 of the Declaration, the Declaration may be amended by the execution of not less than sixty-six and two thirds percent (66 2/3%) of the Lot Owners in Persimmon Hill Subdivision (a "Required Majority of Owners");

Prepared by and return to:  
Brett Hanna, Esq.  
Kennedy, Covington, Lobdell & Hickman  
4350 Lassiter at North Hills Avenue  
Post Office Box 17047  
Raleigh, North Carolina 27619-7047

WHEREAS, the Association and a Required Majority of Owners have determined that it is in the best interests of the Association and the Subdivision to release that certain real property identified on Exhibit A attached hereto and incorporated herein by reference the (the "Released Property") from the covenants, conditions and restrictions of the Declaration and, in exchange, to subject that certain real property identified on Exhibit B attached hereto and incorporated herein by reference (the "Supplemental Property") to the covenants, conditions and restrictions of the Declaration; and

WHEREAS, the Supplemental Property hereafter shall constitute a part of the Common Areas (as such term is defined in the Declaration) and the Released Property shall no longer constitute a part of the Common Areas.

NOW, THEREFORE, BE IT RESOLVED, that the foregoing recitals are incorporated herein by this reference and the Declaration, the terms of which are incorporated herein by this reference, shall hereby be supplemented as follows:

1. The Association and a Required Majority of Owners do hereby declare that the Supplemental Property is and shall hereafter be held, used, transferred, mortgaged, sold, conveyed, occupied and included in the Common Areas subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration, all of which shall run with the title to the Supplemental Property and any part thereof and be binding upon all parties owning any right, title or interest in and to such Supplemental Property or any part thereof, their heirs, successors and assigns.

2. The Association and a Required Majority of Owners do hereby release the Released Property from the Declaration, such Released Property hereafter no longer subject to the Declaration and the covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration.

3. A Required Majority of the Owners do hereby consent and approve of the sale of the Released Property to James E. Dixon and the purchase of the Supplemental Property from James E. Dixon and do hereby ratify and approve: (i) any and all action taken by the Association and its Directors to convey the Released Property to James E. Dixon including but not limited to Larry M. Hicks, in his capacity as director, execution of that certain Non-Warranty Deed dated October 25, 2006 and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, Chatham County Registry to James E. Dixon; and (ii) any and all action taken by the Association to purchase the Supplemental Property from James E. Dixon.

4. The Recitals stated above are hereby incorporated herein by reference as if set forth in their entirety in this Paragraph 4.

5. Except as expressly provided herein, all covenants, conditions, restrictions and easements established by and contained in the Declaration shall remain unchanged and in full force and effect.



IN WITNESS WHEREOF, each of the undersigned Declarant has caused this Supplemental Declaration to be executed and effective upon the recordation in the office of the Chatham County Registry.

[SIGNATURES TO FOLLOW]

Name: Ae Eun Tatso  
131 Persimmon Hill  
Pittsboro, NC, 27312

Chatham County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: AE EUN TATRO

Date: 12/20/06

Susan E. Hicks

(Official Seal)

My commission expires:

November 28, 2008

Lynn G. Tatro  
Name: Lynn G. Tatro

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:  
\_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF WAKE

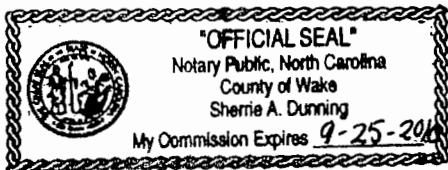
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Lynn M. Tatro signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

Sherrie A. Dunning  
Notary Public

My commission expires: 9-25-2010.



Name: Paul Ford  
103 Pennsylvania Blvd

Chatham County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: PAUL J. FORD

Date: 12/20/06

Susan E. Hecker

(Official Seal)

My

commission

expires:

November 28, 2008

Barbara V. Ford

Name: Barbara V. Ford

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF WAKE

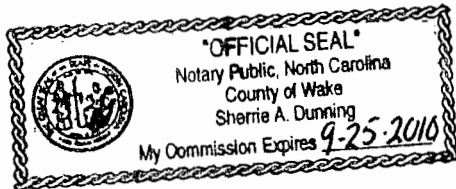
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Barbara V. Ford signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

Sherrie A Dunning  
Notary Public

My commission expires: 9-25-2010.



Nancy S Brown

Name: NANCY S BROWN

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:  
\_\_\_\_\_



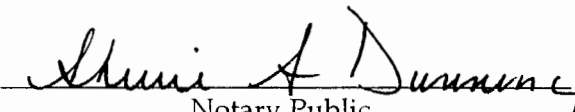
STATE OF NORTH CAROLINA

COUNTY OF WAKE

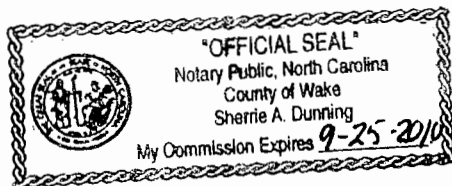
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Nancy S. Brown signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

  
Notary Public

My commission expires: 9-25-2010



Brad Crittenden

Name: BRAD CRITTENDEN

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF WAKE

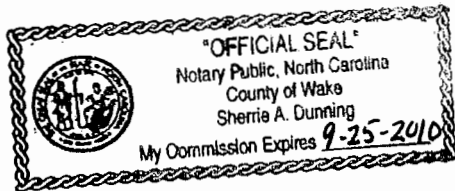
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Brad Crittenden signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

Sherrie A. Dunning  
Notary Public

My commission expires: 9-25-2010.



Name: Catherine Hammett-Stabler  
108 Pines Summit Hill

Chatham County, North Carolina

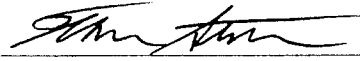
I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Catherine Hammett-Stabler

Date: December 20, 2006

Susan E. Fuchs

(Official Seal)

My commission expires:  
November 28, 2008



Name: THOMAS STABLER

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_


STATE OF NORTH CAROLINA

COUNTY OF WAKE

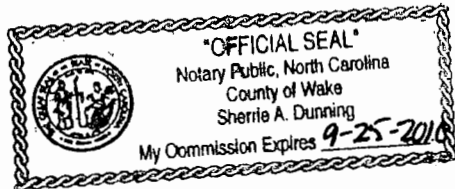
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Thomas Stabler signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

  
Notary Public

My commission expires: 9-25-2010.



Name: Catherine Dodge

109 Persimmon Hill

Chatham County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Catherine Dodge

Date: 12/21/06

Susan E. Zieker

(Official Seal)

My

commission

expires:

November 28, 2008

*Dennis J. Dodge*

Name: Dennis J. Dodge

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

*Mark Easto*

(Official Seal)

My commission expires:

\_\_\_\_\_



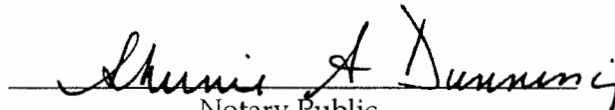
STATE OF NORTH CAROLINA

COUNTY OF WAKE

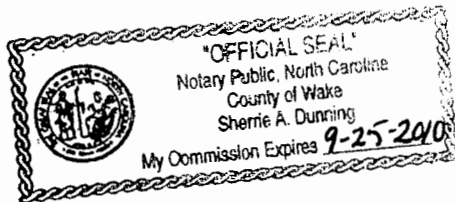
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Dennis J. Dodge signed the foregoing instrument.


Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

  
Notary Public

My commission expires: 9-25-2010.



  
Name: MARK BARROSO

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF WAKE

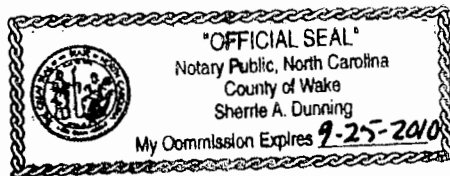
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Mark Barroso signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

Sherrie A. Dunning  
Notary Public

My commission expires: 9-25-2010.



Name: Allen Manning  
110 Persimmon Hill

Chatham County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Ellen Manning

Date: 12/20/06

Susan E. Hicks

(Official Seal)

My commission expires:

November 28, 2008

TH Thomas Klopman

Name: Thomas Klopman

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_

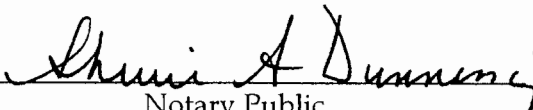
STATE OF NORTH CAROLINA

COUNTY OF WAKE

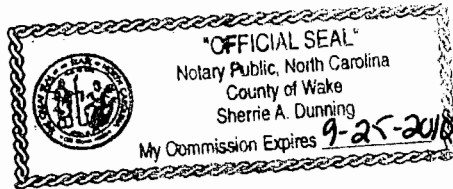
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Thomas Klopman signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

  
Notary Public

My commission expires: 9-25-2010.



Carla C. Hudley

Name: Carla C. Hudley

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF WAKE

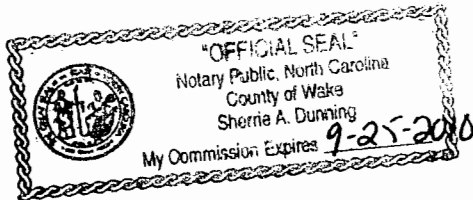
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Carla C. Hudby signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

Sherrie A. Dunning  
Notary Public

My commission expires: 9-25-2010.





Paul M. Audy  
Name: PAUL M. AUDY

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF WAKE

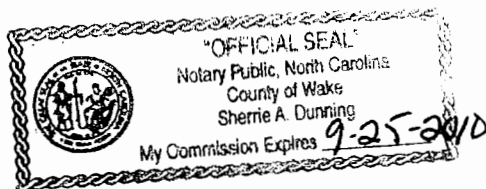
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Paul M. Hudly signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

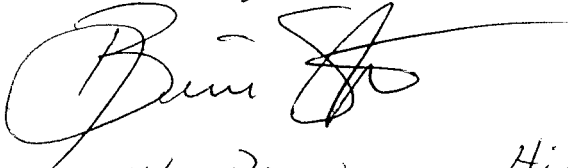
[NOTARY SEAL]

Sherrie A. Dunning  
Notary Public

My commission expires: 9-25-2010.



Name: Bonnie Stevenson

  
116 Persimmon Hill

Chatham County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: BONNIE STEVENSON

Date: 12/19/06

Susan E. Hicks

(Official Seal)

My

commission

expires:

November 28, 2008

Name: Connie Hall

116 Persimmon Hill Road

Chatham County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: CONNIE HALL

Date: 12/09/06

Susan G. Stucke

(Official Seal)

My

commission

expires:

November 28, 2006

Name: LUKA LOJK

12/15/2006

120 Persimmon Hill

Chatham County, North Carolina

FOR: SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR PERSIMMON  
HILL - 2006 Homeowners Meeting  
Property transfer at  
Persimmon Hill entrance.

(L)

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: LUKA LOJK

Date: 12/15/06

Susan G. Flicks

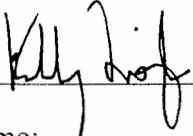
(Official Seal)

My

commission

expires:

November 28, 2008

  
Name: Kelly Lajk

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF WAKE

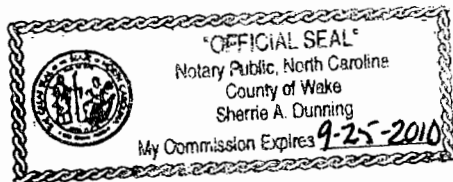
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Kelley Lejk signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

Sherrie A. Dunning  
Notary Public

My commission expires: 9-25-2010.



Name: Randolph Rasch  
121 Perseman Hill Trail

Chatham County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: RANDOLPH RASCH

Date: 12/09/06 Susan G. Hicks

(Official Seal)

My commission expires:  
November 28, 2008



Name: Judy Felinjak  
123 Persimmon Hill  
Pittsboro NC 27312

Chatham County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: JUDY FELINJAK

Date: 12/09/06 Susan G. Zuck

(Official Seal)

My commission expires:  
November 28, 2008

Name: Gerald T. Felinczak  
123 Pea Simmer Hill

Chatham County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: GERALD T. FELINCZAK

Date: 12/09/06

Susan E. Zieck

(Official Seal)

My commission expires:  
November 28, 2008

Name: Patricia Gardner  
124 Passimou Hill

Chatham County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: PATRICIA GARDNER

Date: 12/19/06

Susan E. Zwick

(Official Seal)

My

commission

expires:

November 28, 2008

Kevin E. Powell

Name: Kevin E. Powell

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_

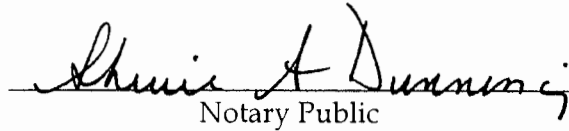
STATE OF NORTH CAROLINA

COUNTY OF WAKE

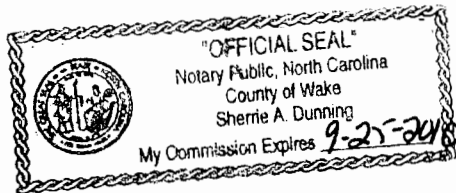
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Kevin E. Powell signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

  
Notary Public

My commission expires: 9-25-2010.



Mary Jane Christ

Name: Mary Jane Christenbury

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_

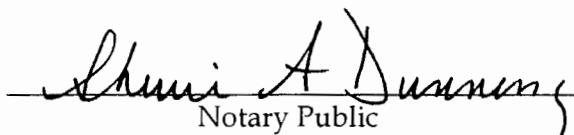
STATE OF NORTH CAROLINA

COUNTY OF WAKE

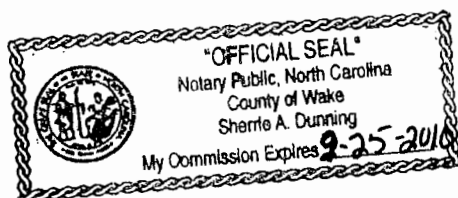
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Mary Jane Christenberry signed the foregoing instrument.

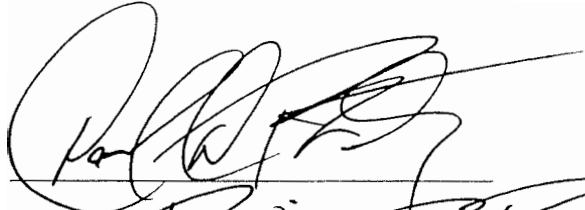
Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

  
Notary Public

My commission expires: 9-25-2010.



  
Name: ANITA BRADY

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_



STATE OF NORTH CAROLINA

COUNTY OF WAKE

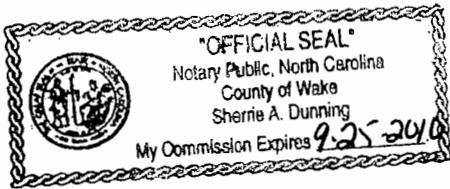
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Daniel D. Brunty signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

Sherrie A. Dunning  
Notary Public

My commission expires: 9-25-2010



Victoria W. Raymond  
Name: Victoria W. Raymond

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF WAKE

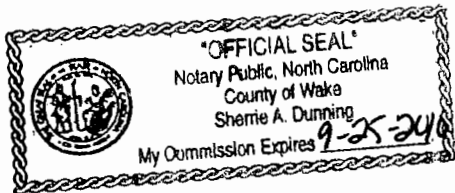
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Victoria W Raymond signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

Sherrie A Dunning  
Notary Public

My commission expires: 9-25-2010





Name: BRUCE RAYMOND

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_

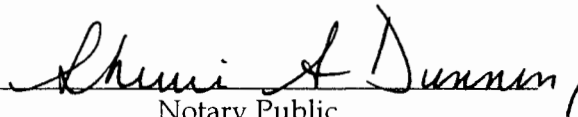
STATE OF NORTH CAROLINA

COUNTY OF WAKE

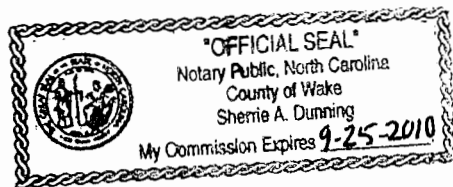
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Bruce Raymond signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

  
Notary Public

My commission expires: 9-25-2010.



Name: *Janet A. Hill*  
*128 Persimmon Hill*

*Chatham* County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My \_\_\_\_\_ commission expires:

STATE OF NORTH CAROLINA

COUNTY OF WAKE

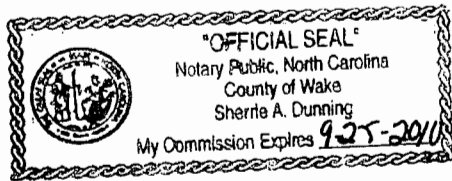
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Lamy M. Hicks signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

Sherrie A. Dunning  
Notary Public

My commission expires: 9-25-2010.



Susan Hicks

Name: SUSAN HICKS

Chatham County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_



STATE OF NORTH CAROLINA

COUNTY OF WAKE

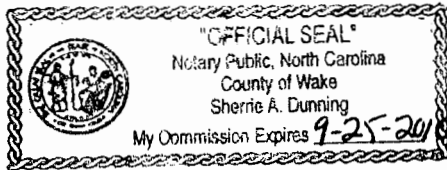
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Susan Hicks signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

Sherrie A. Dunning  
Notary Public

My commission expires: 9-25-2010.



Dennis L. Sternlicht

Name: DENNIS L STERNLICHT

\_\_\_\_\_ County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: \_\_\_\_\_

Date: \_\_\_\_\_

(Official Seal)

My commission expires:

\_\_\_\_\_

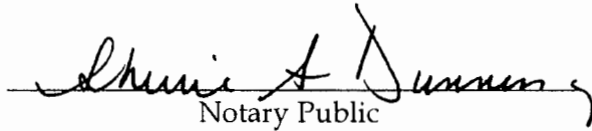
STATE OF NORTH CAROLINA

COUNTY OF WAKE

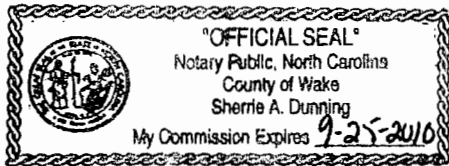
I, Sherrie A. Dunning, a Notary Public of the County and State aforesaid, certify that Brett T. Hanna personally appeared before me this day and being duly sworn, stated that in his presence Dennis L. Sternlight signed the foregoing instrument.

Witness my hand and official seal, this 2<sup>nd</sup> day of January, 2006.

[NOTARY SEAL]

  
Notary Public

My commission expires: 9-25-2010



## Exhibit A

### Released Property

Being a portion of the Persimmon Hill Homeowners Association open space area recombined with the James E. Dixon tract located in the Township of Baldwin, in the County of Chatham, North Carolina, and being more particularly described as follows:

Commencing at an iron pin found on the intersection of the southerly right-of-way line of Manns Chapel Road and the southerly line of David Hackney, the point of beginning;

Thence along the southerly line of David Hackney S 85-52-35 E 39.38 feet to an iron pin found;

Thence along the old common line between Persimmon Hill and Dixon S 44-29-17 W 227.51 feet to a computed point on the new westerly line of Dixon;

Thence along the said new westerly line N 27-35-42 W 90.70 feet to an iron pin set on the southerly right-of-way line of Manns Chapel Road;

Thence along said right-of-way line, N 62-24-22 E 182.97 feet to the point of beginning, containing 11,711 square feet or 0.27 of an acre.

Exhibit B  
Supplemental Property

Being a portion of the James E. Dixon tract recombined with the Persimmon Hill Homeowners Association open space area located in the Township of Baldwin, in the County of Chatham, North Carolina, and being more particularly described as follows:

Commencing at an iron pin found on the easterly right-of-way line of Persimmon Hill Road, point of beginning;

Thence running along said right-of-way line N 08-48-00 W 55.74 feet to an iron pin set;

Thence leaving said right-of-way line and running along the old common line between Persimmon Hill and Dixon, the following courses and distances:

N 08-48-00 W 130.43 feet to an iron pin found;  
N 51-27-24 E 109.99 feet to an iron pin found;

Thence N 44-29-17 E 137.90 feet to a computed point on the new easterly line of Persimmon hill;

Thence running along new easterly and southerly lines of Persimmon Hill the following courses and distances:

S 27-35-42 E 79.23 feet to an iron pin set;  
S 62-24-18 W 218.21 feet to an iron pin set;  
S 08-48-00 E 189.33 feet to an iron pin set;

Thence N 74-10-37 W 27.50 feet to the point of beginning, containing 14,985 square feet or 0.35 of an acre.

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY ENCROACHMENT AGREEMENT FOR  
CURB AND GUTTER, PAVEMENT WIDENING AND  
STORM DRAINAGE-AND-  
JAMES E. DIXON

THIS AGREEMENT, made and entered into this the 24<sup>TH</sup> day of JUNE, 20 06, by and between the Department of Transportation, party of the first part; and JAMES E. DIXON party of the second part,

## WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) 1532, located 2.35 MILES WEST OF THE INTERSECTION OF ROUTE 15-501 AND ROUTE No. 1532 with the construction and/or erection of: WEST BOUND LEFT TURN LANE (100' STACKING) AND ASSOCIATED SYMMETRIC WIDENING, (2) CONCRETE DROP INLETS, (1) CONCRETE JUNCTION BOX, APPROX. 50' OF CONCRETE DITCH AND 92 LF OF 18" RCP

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the said party of the second part binds and obligates himself to install the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway.

That the party of the second part agrees to provide during construction proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction.

That the party of the second part agrees to restore all areas disturbed during construction to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any construction operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the encroaching site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

R/W (161B) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161B) incorporating all revisions to date.

RECEIVED  
JUN 16 2006  
DIVISION 8 DISTRICT 1  
DEPT. OF TRANSPORTATION

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: *Witty Johnson*

DIVISION ENGINEER

ATTEST OR WITNESS:

*Greg Fulcher*  
IREY FULCHER, BALLENTINE ASSOCIATES, PA

*James E. Dixon*  
JAMES E. DIXON, OWNER  
Second Party 94 CHATHAM DRIVE  
CHAPEL HILL, NC 27516

### INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the proposed encroachment.
4. Length and type of encroachment.
5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
6. Drainage structures or bridges if affected by encroachment.
7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.
14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.