



RIDENOUR & GOSS P.A.

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December 19, 2024

Mr. Kevin King
Jackson County Manager
401 Grindstaff Cove Road
Sylva, NC 28779

Dr. Dana Ayers
Jackson County Board of Education
398 Hospital Road
Sylva, NC 28779

Re: Letter of Understanding—GS Irvine of Sylva LLC
Easement for Driveway off Cliffside Drive (SR 1723)

Dear Mr. King and Dr. Ayers,

This letter is intended to express the mutual understanding between GS Irvine of Sylva LLC and Jackson County and the Jackson County Board of Education (collectively, “the County”) for the grant of an easement to GS Irvine over lands held by Jackson County (Parcel #7641-81-2192) to construct and maintain a driveway providing vehicular access to lands owned by GS Irvine from Cliffside Drive (SR 1723). This letter is not a binding contract but is intended to confirm the mutual interests of the parties in pursuing the contemplated transactions described below.

The County has agreed to grant the proposed driveway easement upon the condition that GS Irvine construct and install, at its sole cost and expense, a sidewalk on property owned by the County and adjacent or ancillary to the GS Irvine development project. The proposed sidewalk shall have a minimum width of five feet (5') and a maximum slope of five percent (5%). The sidewalk shall be engineered to meet all applicable permitting and code requirements, including ADA Standards for Accessible Design. The County's obligation to grant the driveway easement, and GS Irvine's obligation to complete construction of the sidewalk, is conditioned upon approval by the North Carolina Department of Transportation of a Street and Driveway Access Permit Application to be prepared and submitted to NC DOT by GS Irvine, at GS Irvine's sole cost and expense. The County has agreed to cooperate with the application to NC DOT.

Please kindly indicate your mutual understanding of the terms of the proposed agreement between GS Irvine of Sylva LLC, Jackson County, and Jackson County Board of Education by your signatures on the following page.

Sincerely,
RIDENOUR & GOSS, P.A.

Jeffrey Goss
jeff@sylvalawyers.com

GS Irvine of Sylva LLC
A North Carolina limited liability company

By: William L. Chambers
Dr. William L. Chambers, Managing Member

County of Jackson, a Body Politic and a
Subdivision of the State of North Carolina

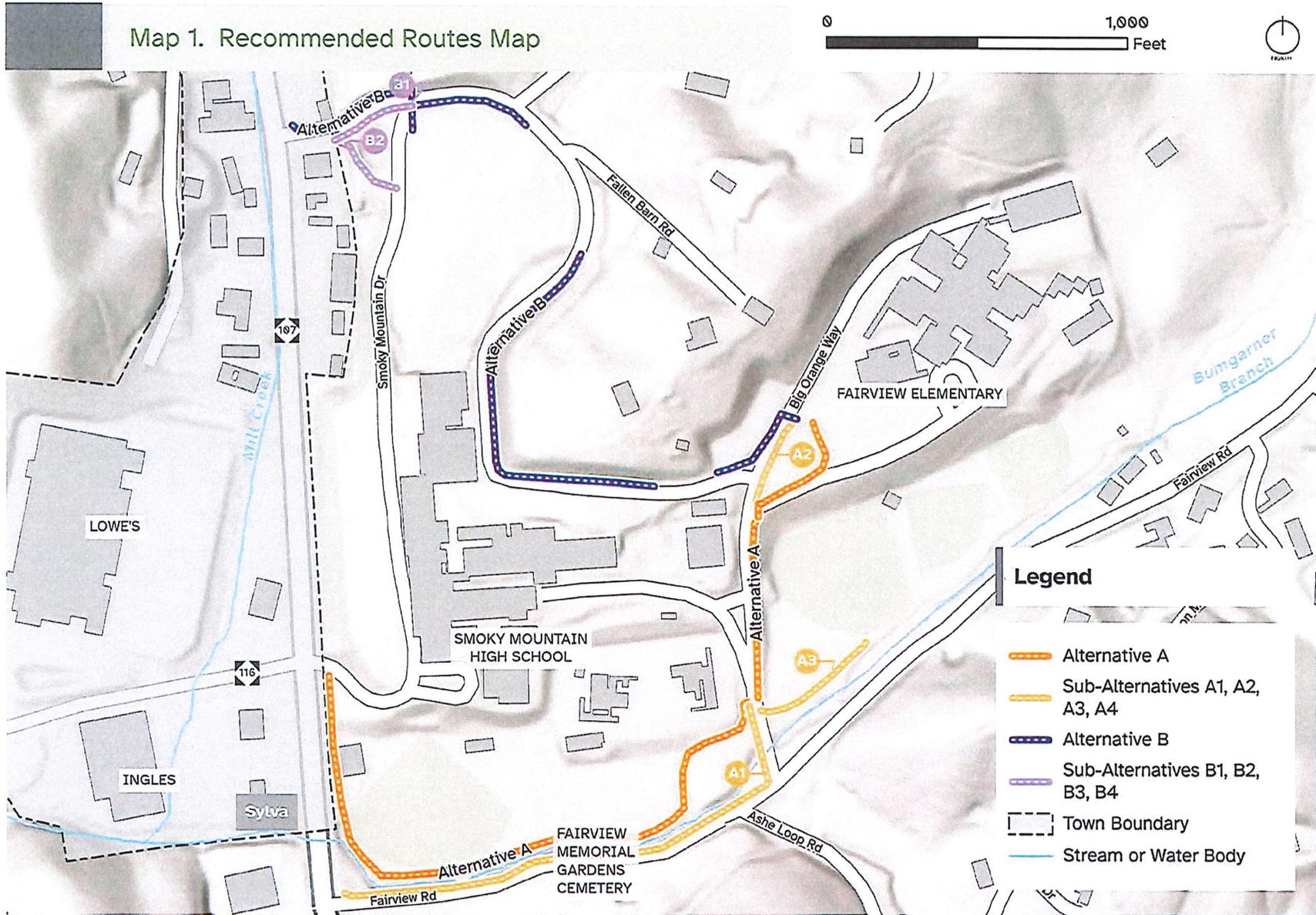
By: [Signature]
Kevin King, County Manager

Jackson County Board of Education

By: Dana Ayers
Dr. Dana Ayers, Superintendent



Map 1. Recommended Routes Map



Prepared by and return to:
Jeffrey Goss, RIDENOUR & GOSS, P.A.
PO Box 965, Sylva, NC 28779

STATE OF NORTH CAROLINA

EASEMENT AGREEMENT

COUNTY OF JACKSON

This EASEMENT AGREEMENT ("*Agreement*") is made as of January 22, 2026, by and between COUNTY OF JACKSON, a political subdivision of the State of North Carolina (the "*County*"), JACKSON COUNTY BOARD OF EDUCATION (the "*Board of Education*"), and GS IRVINE OF SYLVA LLC, a North Carolina limited liability company ("*GS Irvine*") (collectively, the "*Parties*").

RECITALS

WHEREAS, the County is the fee simple owner of that tract of land consisting of 11.04 acres, more or less, currently described by Jackson County as tax parcel no. 7641-81-2192 which tract is more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "*County Property*"); and,

WHEREAS, the County and the Board of Education executed an unrecorded Lease dated as of August 11, 1999, for the County Property as modified by that Lease Modification and Subordination Agreement dated as of March 22, 2017, recorded in Book 2185, Page 404 in the Jackson County Public Registry; and,

WHEREAS, the Board of Education joins in the execution of this conveyance for the purpose of subordinating its leasehold interest in the County Property to the easements granted hereunder and for the additional purpose of consenting to the easements such that upon lease termination and conveyance of the County Property by the County to the Board of Education pursuant to Section 4.2 of the original Lease, the Board of Education shall take title to the County Property subject to this Easement Agreement; and,

WHEREAS, GS Irvine is the fee simple owner of that tract of land consisting of 1.69 acres, more or less, currently identified by Jackson County as tax parcel no. 7641-81-0578 which property is more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (the "*GS Irvine Property*"); and,

WHEREAS, North Carolina Secondary Road 1723 ("*Cliffside Drive*") extends in an easterly direction across the County Property from a signaled intersection at North Carolina Highway 107 ("*East Main Street*"); and,

WHEREAS, the GS Irvine Property adjoins North Carolina Secondary Road 1349 ("*Crestview Heights*") which provides vehicular access to the GS Irvine Property from East Main Street, but proposed improvements to East Main Street by the North Carolina Department of Transportation ("*NCDOT*") would restrict ingress and egress to the GS Irvine Property from East Main Street via Crestview Heights, thereby impeding development of the GS Irvine Property; and,

WHEREAS, GS Irvine has requested the County and the Board of Education grant GS Irvine the right to construct, install, and maintain a Driveway leading from Cliffside Drive, over and across the County Property for vehicular and pedestrian access to the GS Irvine Property; and,

WHEREAS, in exchange for the easements granted by the County and the Board of Education, GS Irvine has agreed to construct and install, at its sole cost and expense, a sidewalk along the edge of the existing curb running parallel with the northern edge of Cliffside Drive, a Hi-visibility crosswalk over Cliffside Drive, and new curb and gutter and sidewalk connecting to the existing sidewalk running parallel with the eastern edge of Smoky Mountain Drive, all as the same are located upon the County Property (the "*Sidewalks*"); and,

WHEREAS, the parties wish to establish such access, ingress and egress rights for the benefit of the GS Irvine Property and to memorialize their agreements respecting same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Grant of Driveway Easement. The County and the Board of Education hereby grant and convey to GS Irvine, for the benefit of and as an appurtenance to the GS Irvine Property, a perpetual, non-exclusive sixty (60) foot wide easement (the "*Driveway Easement*") for vehicular and pedestrian ingress, egress, and passage over and upon the Driveway constructed upon the Easement Area (each as hereafter defined) on the County Property. The Driveway Easement granted herein is for the construction and establishment of a curb cut, dropped curb, apron, and access for a paved two (2) lane vehicular driveway with curb and gutter, associated stormwater components (including the express right to make lateral connections to existing stormwater basins and related infrastructure), and sidewalks leading from Cliffside Drive over the County Property to the GS Irvine Property (the "*Driveway*"). The Driveway Easement may be used by the owner or owners from time to time of the GS Irvine Property (sometimes, whether one or more, the "*GS Irvine Owner*") and its tenants, subtenants or other lawful occupants and its or their respective agents, employees, contractors, subcontractors, customers, licensees and invitees ("*Permitted Users*"). The Driveway Easement is not intended to and shall not benefit any property other than

the GS Irvine Property; provided that the foregoing in no way precludes the County, the Board of Education, and GS Irvine from granting other persons or entities nonexclusive access over and across the Driveway and Easement Area by separate documentation. Notwithstanding any provision of this Agreement to the contrary, the parties hereto expressly acknowledge and agree that this Agreement establishes no easements, licenses, or other rights of parking or signage whatsoever on the County Property in favor of GS Irvine, the GS Irvine Owner and its Permitted Users, or the GS Irvine Property, nor any easements for access in favor of such parties or the GS Irvine Property over any driveways or other accessways over and upon the County Property beyond the Driveway, and neither the GS Irvine Owner nor any of its Permitted Users has, have, or shall have any easement or other right to park or place signs upon the County Property or to use any other such driveways or accessways upon the County Property by virtue of this Agreement.

2. Easement Area. For purposes of this Agreement, the “*Easement Area*” shall be and mean, collectively, the areas of the County Property that lay within thirty (30) feet of either side of the centerline of the Driveway as-built, as such Easement Area may be modified or relocated in accordance with the further provisions of this Agreement. Upon the completion of the construction of the Driveway, the Driveway Easement shall thereafter pertain to the Easement Area based on the as-built centerline of the Driveway, and the Parties shall, at the request of either, execute, deliver, and record an amendment to this Agreement reflecting the Easement Area. The Parties agree that prior to construction of the Driveway, GS Irvine shall, at its sole cost and expense, apply for and obtain approval of a Street and Driveway Access Permit Application from NCDOT. The County and the Board of Education agree to cooperate diligently and in good faith with GS Irvine in completing the application to NCDOT.

3. Grant of Utility Easement. If it becomes reasonably necessary or convenient at the time of construction of the Sidewalks or Driveway to construct or install underground utilities (“*Utilities*”) leading from the intersection of East Main Street and Cliffside Drive and running under or upon the County Property lying north of Cliffside Drive for the purpose of providing such utility services to the GS Irvine Property, then the County and the Board of Education further grant and convey to GS Irvine, for the benefit of and as an appurtenance to the GS Irvine Property, an easement (the “*Utility Easement*”) for construction, installation, use, maintenance, repair, and replacement of Utilities to be constructed underground upon the County Property. The Utility Easement shall be twenty (20) feet in width and located upon that portion of the County Property lying north of Cliffside Drive. GS Irvine shall, to the extent economically feasible and constructible, construct and install the Utilities within the limits of the NCDOT right-of-way for Cliffside Drive. The Utility Easement is not intended to and shall not benefit any property other than the GS Irvine Property; provided that the foregoing in no way precludes the County, the Board of Education, and GS Irvine from granting other persons or entities nonexclusive access over and across the Utility Easement Area by separate documentation.

4. Construction Requirements.

(a) Construction of Sidewalks by GS Irvine. GS Irvine, at its sole cost and expense, agrees to construct and install the Sidewalks upon the County Property. The Sidewalks shall be a minimum of five feet (5’) in width and, unless otherwise directed on the Site Plans (as hereafter defined), the sidewalk longitudinal grade (running slope) shall generally follow the profile of the adjacent roadway to minimize cut/fill, utility conflicts, and environmental

disturbance. The running slope of the Sidewalks may equal the adjacent roadway grade and need not be limited to five percent (5%) solely to avoid classification as “ramp.” The design of the Sidewalks should prioritize alignment that balances constructability, drainage, and accessibility.

(b) Construction of Driveway by GS Irvine. GS Irvine, at its sole cost and expense, shall construct and install the Driveway and all related components and facilities in the location approved by NCDOT. GS Irvine shall not commence construction of the Driveway until GS Irvine has obtained an approved Street and Driveway Access Permit Application from NCDOT.

(c) Construction of Utilities by GS Irvine. GS Irvine, at its sole cost and expense, shall construct and install the Utilities and all related components and facilities, if any, in the location approved by the County, the Board of Education, and NCDOT. GS Irvine shall not commence construction of the Utilities until GS Irvine has obtained an approved Encroachment Agreement from NCDOT.

(d) Construction Requirements and Obligations. Any construction and installation of the Sidewalks, Driveway, or Utilities by GS Irvine shall be performed on, subject to, and in strict accordance with the following terms and conditions:

(i) Site Plans. No work with respect to construction and installation of the Sidewalks, Driveway, and Utilities shall be performed unless and until detailed plans and specifications therefor prepared by a licensed engineer in accordance with applicable codes and regulations shall have been prepared, delivered to, and approved by the County and the Board of Education, such approval not to be unreasonably withheld, delayed, or conditioned, (with the plans and specifications for the Sidewalks, Driveway, and Utilities, once so approved, being herein the “*Site Plans*”) and all work shall be performed strictly in accordance with the Site Plans, without material modification (unless such modification shall have been approved in advance by the County and the Board of Education).

(ii) Permits. Prior to construction and installation of the Sidewalks, Driveway, and Utilities, GS Irvine must apply for and obtain at its expense any approvals or permits required from governmental authorities and necessary for performance of the work (the “*Permits*”), and construction and installation of the Sidewalks, Driveway, and Utilities, and performance of the work shall be done in accordance with all such Permits.

(iii) Construction Standards. All work shall be performed by licensed and insured contractors and subcontractors engaged by GS Irvine and shall be further performed using good construction practices, in a good, workmanlike and lien free manner in accordance with sound professional standards, the Site Plans, and all applicable laws, codes, ordinances, and regulations.

5. Grant of Temporary Construction Easements.

(a) Sidewalks. To facilitate construction of the Sidewalks by GS Irvine in accordance with this Agreement, the County and the Board of Education hereby grant to GS Irvine a temporary construction easement (the “*Sidewalk TCE*”) over portions of the County Property in reasonable proximity to locations of the Sidewalks and related curb and gutter, associated

stormwater components (including the lateral connections to existing stormwater basins and related infrastructure) to be installed upon the County Property. The Sidewalk TCE shall be a minimum of ten feet (10') in width running parallel to and with the northern edge of Cliffside Drive and eastern edge of Smoky Mountain Drive and may be extended to such width in such areas as reasonably necessary for constructing the Sidewalks and related improvements (the "*Sidewalk TCE Area*"). Following exercise of the Sidewalk TCE, GS Irvine shall restore the Sidewalk TCE Area to the condition existing prior to exercise of the easement rights herein. The Sidewalk TCE shall terminate upon completion of the work contemplated by this Agreement

(b) Driveway. To facilitate construction of the Driveway by GS Irvine in accordance with this Agreement, the County and the Board of Education hereby grant to GS Irvine, for the benefit of the GS Irvine Property, and as an appurtenance thereto, a temporary construction easement (the "*Driveway TCE*") over portions of the County Property in reasonable proximity to the Easement Area (the "*Driveway TCE Area*") as reasonably necessary for construction and installation of the Driveway. Following exercise of the Driveway TCE, GS Irvine shall restore the Driveway TCE Area to the condition existing prior to exercise of the easement rights herein. The Driveway TCE shall terminate upon completion of the work contemplated by this Agreement.

(c) Utilities. To facilitate construction of the Utilities by GS Irvine in accordance with this Agreement, the County and the Board of Education hereby grant to GS Irvine a temporary construction easement (the "*Utilities TCE*") over portions of the County Property in reasonable proximity to locations of the Sidewalks and related curb and gutter, associated stormwater components (including the lateral connections to existing stormwater basins and related infrastructure) to be installed upon the County Property. The Utilities TCE shall be a minimum of thirty feet (30') in width running parallel to and with the northern edge of Cliffside Drive and may be extended to such width in such areas as reasonably necessary for constructing the Utilities and related improvements (the "*Utilities TCE Area*"). Following exercise of the Utilities TCE, GS Irvine shall restore the Utilities TCE Area to the condition existing prior to exercise of the easement rights herein. The Utilities TCE shall terminate upon completion of the work contemplated by this Agreement.

6. Modification or Relocation of Easement Area and Driveway. Notwithstanding any contrary provision of this Agreement, it is understood and agreed that, in connection with any development or redevelopment of the County Property by the County or the Board of Education, the County and the Board of Education shall have the right at its expense to modify or relocate the Easement Area (and, if required, the Driveway) upon the County Property, provided and so long as the County or the Board of Education maintains a path of travel from Cliffside Drive to the GS Irvine Property. Upon any such modification or relocation, the Driveway Easement shall thereafter pertain to the Easement Area as so relocated by the County or the Board of Education, and the Parties shall, at the request of either, execute, deliver, and record an amendment to this Agreement reflecting the modified or relocated configuration of the Easement Area, subject to further relocation thereof thereafter in accordance with the foregoing terms.

7. Maintenance of Easement Area. The GS Irvine Owner shall be fully and entirely responsible for the cost and expense to maintain the Easement Area and all improvements therein, including the curb cut, driveway apron, pavement, joints, drainage structures, and any culverts, in good, safe, and functional condition at all times.

8. Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area or Driveway or any other portion of the County Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors, assigns, and Permitted Users, any rights of use upon the County Property. Neither GS Irvine, any successor GS Irvine Owner, nor any Permitted Users has, have, or shall have any right to dedicate, nor shall any of the same dedicate or offer for dedication, the Easement Area, Driveway or any portion thereof independently of the County and the Board of Education. Upon any dedication of the Easement Area and Driveway or some portion thereof and acceptance of such dedication by the public so that the Driveway or portions thereof so dedicated are accepted and maintained as a public street, the easements and obligations of the parties herein set forth with regard to the Easement Area and Driveway (or such portion thereof so dedicated, if applicable) shall cease and terminate; otherwise (and with respect to any portions of the Easement Area and Driveway not included within such dedication), the provisions hereof shall be perpetual, except as may be otherwise herein expressly provided to the contrary.

9. Condemnation. In the event the whole or any part of the County Property (including, without limitation, any portion thereof subject to the Driveway Easement) shall be taken by right of eminent domain or any similar authority of law (a "Taking"), the entire award for the value of the land and improvements so taken shall belong to the owner of the County Property, and the GS Irvine Owner shall not have a right to claim any portion of such award by virtue of any interest created by this Agreement. In such case, however (and if the Taking involves any portion of the Driveway), the GS Irvine Owner may file a collateral claim with the condemning authority over and above the value of the portion of the County Property so taken to the extent of any damage suffered by the GS Irvine Owner as a result of the Taking.

10. Insurance. At all times while work contemplated by this Agreement is being carried on by GS Irvine, GS Irvine shall maintain (or cause its contractor or contractors to maintain) customary liability insurance in reasonable amounts protecting the County and the Board of Education from risks associated with entry upon the County Property by GS Irvine or with respect to performance of such work or the exercise of the rights of GS Irvine hereunder. Such insurance shall be maintained by third-party policies of insurance issued by insurers licensed to issue insurance in the State of North Carolina, subject to reasonable deductibles. The County and the Board of Education shall be named as an additional insured on any such policies.

11. Indemnification. GS Irvine shall indemnify, defend, and hold harmless the County and the Board of Education from and against any damages or claims of liability for personal injury or property damage resulting from activities of GS Irvine while upon the County Property by virtue of this Agreement; provided, however, that the foregoing shall not apply to any claims, losses, demands, penalties, fines, liabilities, damages, costs, expenses or attorneys' fees arising out of or related to (i) any condition upon the County Property not caused by GS Irvine, (ii) the negligence or willful misconduct of the County, the Board of Education, or its agents, employees, licensees, invitees, or contractors, or (iii) permissible exercise by GS Irvine of its easement rights herein set forth.

12. Costs and Liens. GS Irvine shall be solely responsible for all costs and expenses incurred in connection with performance of the work contemplated by this Agreement. GS Irvine shall pay all costs and expenses of such work so that no mechanic's or materialman's lien or claim of lien shall be filed or asserted against the County Property or any portion thereof for labor or materials. To the extent any such mechanic's or materialman's lien shall be filed against the County Property or any portion thereof as a result of performance of work upon the County Property by GS Irvine, GS Irvine shall cause such lien to be released, by payment, bonding or otherwise, within thirty (30) days following GS Irvine's receipt of actual notice of the filing of such lien or claim of lien.

13. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to access over the County Property to the GS Irvine Property and no prior or contemporaneous oral or written representation or agreement among the parties respecting the subject matter hereof shall have legal effect. Without limitation, any other easement rights for access over the County Property for the benefit of the GS Irvine Property are hereby released by GS Irvine.

14. Amendments. This Agreement may be amended, modified, or terminated at any time, but only by a written agreement executed and delivered in recordable form by the parties or their successors in title to all the County Property and the GS Irvine Property, respectively.

15. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns; provided that neither GS Irvine or the County (or any successor in title to either) may transfer or assign any rights, privileges or easements hereunder independently of an assignment, transfer, or sale of the GS Irvine Property or the County Property (or some portion thereof or interest therein), respectively. The rights, privileges and easements in favor of GS Irvine and the GS Irvine Property contemplated by this Agreement are appurtenant to the GS Irvine Property and shall run with the land. Likewise, the rights, privileges, and easements in favor of the County and the County Property contemplated by this Agreement are appurtenant to the County Property and shall run with the land.

16. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.

(b) Captions. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(c) Severability. If any provision of this Agreement or any portion thereof, or the application thereof to any person or circumstance, shall, to any extent, be held invalid, inoperative, or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned Parties have caused this Easement Agreement to be executed as of the day and year first above written.

COUNTY OF JACKSON

By: _____
Mark Letson, Chairman

ATTEST:

{Affix County Seal}

Angela M. Winchester, Clerk

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

I, _____, a Notary Public, certify that Mark Letson and Angela M. Winchester personally came before me this day and acknowledged that they are the Chairman and the Clerk of the Board of Commissioners, respectively, of Jackson County, North Carolina, and that by authority duly given and as the act of such County, the foregoing instrument was signed in the County's name by such Chairman, sealed with its corporate seal and attested by such Clerk.

Witness my hand and official stamp or seal, this ____ day of January, 2026.

Affix Notary Seal/Stamp

Notary Public (Official Signature)

My commission expires: _____

IN WITNESS WHEREOF, the undersigned Parties have caused this Easement Agreement to be executed as of the day and year first above written.

JACKSON COUNTY BOARD OF
EDUCATION

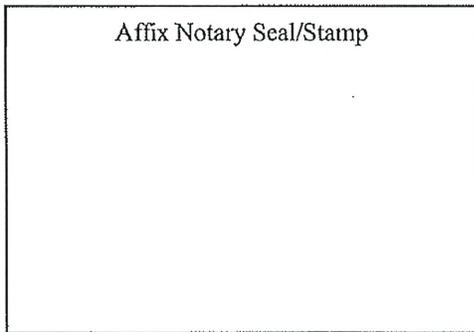
By: _____
Wesley A. Jamison, Chairman

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

I, _____, a Notary Public, certify that Wesley A. Jamison personally came before me this day and acknowledged that he is the Chairman of the Jackson County Board of Education, and that he, as Chairman, being authorized to do so, executed the foregoing instrument on behalf of the said Jackson County Board of Education.

Witness my hand and official stamp or seal, this ____ day of January, 2026.



Notary Public (Official Signature)

My commission expires: _____

IN WITNESS WHEREOF, the undersigned Parties have caused this Easement Agreement to be executed as of the day and year first above written.

GS IRVINE OF SYLVA LLC
A North Carolina limited liability company

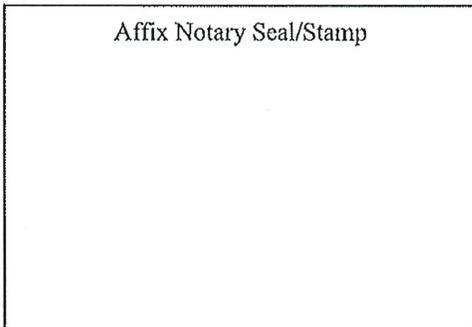
By: _____
William L. Chambers, Managing Member

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

I, _____, a Notary Public, certify that William L. Chambers personally came before me this day and acknowledged he is the Managing Member of GS Irvine of Sylva LLC, and that he, as Managing Member, being authorized to do so, executed the foregoing instrument on behalf of the said limited liability company.

Witness my hand and official stamp or seal, this ____ day of January, 2026.



Notary Public (Official Signature)

My commission expires: _____

EXHIBIT A

BEING AND COMPREHENDING 12.50 acres, more or less, as shown on a survey prepared by Bobby Burns, RLS, dated January 25, 2000, entitled The County of Jackson from Edward C. Jones, Sylva Township, Jackson County, North Carolina, dated January 25, 2000, drawing number J-124, recorded in Plat Cabinet 10, Slide 115, Jackson County Public Registry.

LESS AND EXCEPT a 1.46 acres tract as conveyed from County of Jackson to Arthur B. Painter and wife, Jacqueline Painter, as set forth in a deed dated January 18, 2005, which was recorded in Book 1482, Page 342, Jackson County Public Registry, and as shown on a plat recorded in Plat Cabinet 13, Slide 491, Jackson County Public Registry.

TOGETHER WITH and SUBJECT TO all road rights of way, easements, water rights, covenants, and restrictions of public record, all incorporated herein by reference as if fully set forth herein.

Also being a portion of the same lands as described by deed dated February 3, 2000, from Edward C. Jones, Sr. and wife, Freddy T. Jones, to County of Jackson recorded in Book 1074 at Page 554 of the Jackson County Public Registry, to which specific reference is made.

EXHIBIT B

BEGINNING on a $\frac{3}{4}$ inch open pipe along the southern margin of Crestview Heights Raod (SR 1349), in a line of Dillard Cope, now or former (DR 194/484); thence leaving margin of road and with line of Cope, S 29-54-20 E 150.40 feet to an existing iron pin (1/2 inch PIN); thence S 29-54-20 E 10.01 feet to an existing iron pipe (3/4 inch open pipe); thence S 38-50-05 W 82.44 feet to an existing $\frac{1}{2}$ inch pin near corner of Bard; thence S 73-25-30 W 303.82 feet to an existing iron pipe (1/2 inch open pipe); said pipe being located N 13-53-54 W 27.04 feet from an existing $\frac{1}{2}$ inch open pipe in line of Edward C. Jones (DR 338/586), corner common to Earl & Alice Morgan, now or former (DB 218/156); thence with line of Morgan N 13-30-00 W 75.97 feet to an existing $\frac{1}{2}$ inch pin, corner common to Earl & Alice Morgan (DR 218/194); thence continuing with Morgan and Lake in the Sky, Inc. (DR 992/458), N 13-30-00 W 149.54 feet to an iron pin set (5/8 inch pin) along the southern right of way for Crestview Heights; thence leaving Lake in the Sky, Inc. and with the southern margin of right of way for Crestview Heights (NCSR 1349), N 77-22-45 E 323.38 feet crossing gravel drive to the POINT OF BEGINNING, containing 1.686 acres by coordinate computations per survey by J. Randy Herron, PLS, entitled "Ross Irvine," bearing drawing number L3202, and dated September 16, 1999.

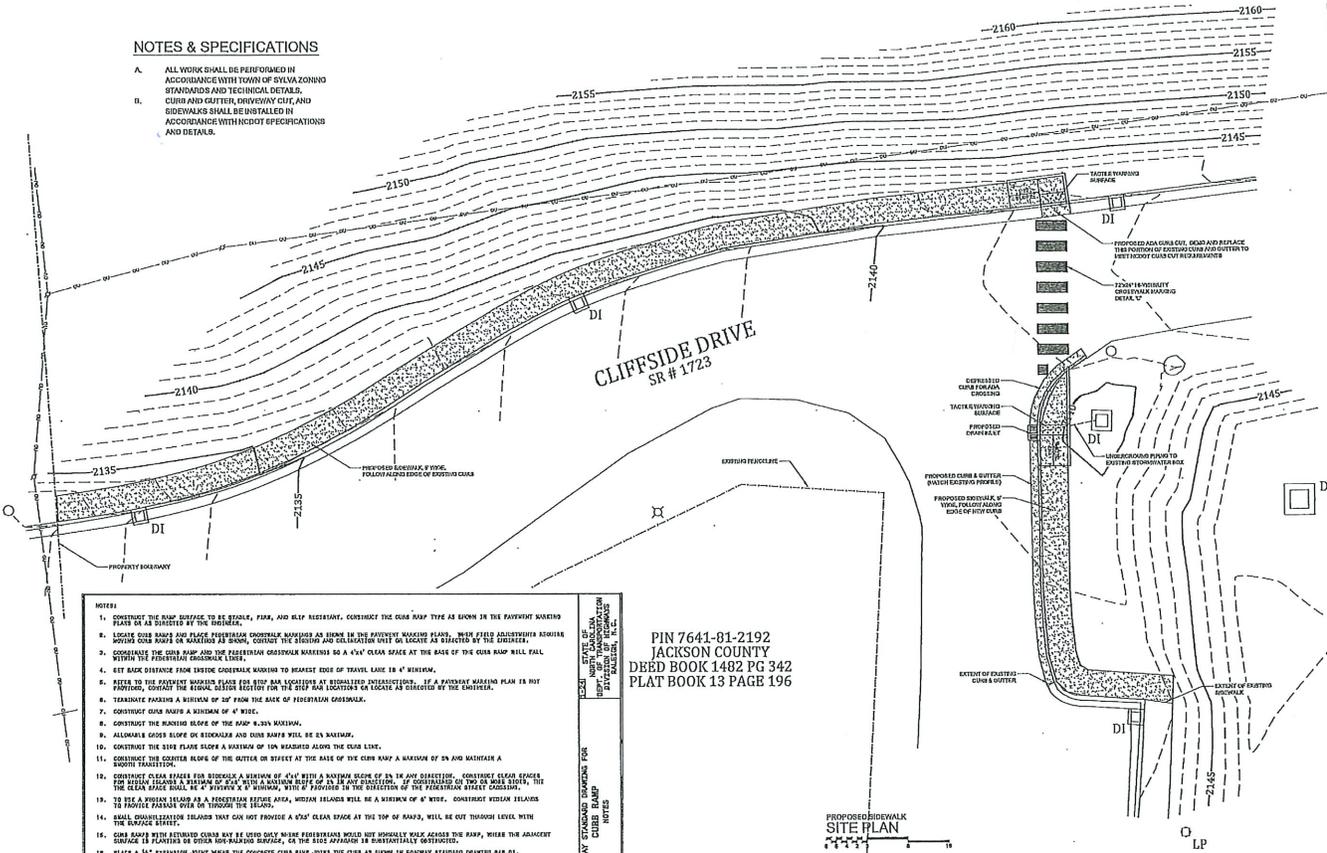
SUBJECT TO the right of way for Crestview Heights (NCSR 1349) to its full legal width.

TOGETHER WITH and SUBJECT TO all road rights of way, easements, water rights, covenants, and restrictions of public record, all incorporated herein by reference as if fully set forth herein.

Also being a portion of the same lands as described by deed dated August 17, 2022, from C&B Toothland of Sylva, LLC, to GS Irvine of Sylva, LLC, recorded in Book 2341 at Page 756 of the Jackson County Public Registry, to which specific reference is made.

NOTES & SPECIFICATIONS

- A. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH TOWNSHIP OF SYLVIA ZONING STANDARDS AND TECHNICAL DETAILS.
- B. CURB AND GUTTER, DRIVEWAY CUT, AND SIDEWALKS SHALL BE INSTALLED IN ACCORDANCE WITH HCDOT SPECIFICATIONS AND DETAILS.



- NOTES:**
1. CONSTRUCT THE RAMP SURFACE TO BE STABLE, FIRM, AND SUFFICIENTLY COMPACT. CONSTRUCT THE CURB RAMP TYPE AS SHOWN IN THE PAVEMENT MARKING PLANS OR AS DIRECTED BY THE ENGINEER.
 2. LOCATE CURB RAMP AND PLACE PERMANENT CONCRETE MARKERS AS SHOWN IN THE PAVEMENT MARKING PLANS. WHEN FIELD ADJUSTMENTS ARE MADE, THE CURB RAMP SHALL BE ADJUSTED AS SHOWN, CORRECT THE SLOPE AND ELEVATION ONLY AS LOCATED AS DIRECTED BY THE ENGINEER.
 3. CONSTRUCT THE CURB RAMP AND THE PERMANENT CONCRETE MARKERS TO A 4% CLEAR SPACE AT THE BASE OF THE CURB RAMP SHALL FALL WITHIN THE PERMANENT CROSSWALK LINES.
 4. SET BACK DISTANCE FROM EXISTING CONCRETE WALKWAY TO EXISTING EDGE OF TRAVEL LANE IS 4' MINIMUM.
 5. REFER TO THE PAVEMENT MARKING PLANS FOR ANY AND ALL SPECIFICATIONS AT SIGNALIZED INTERSECTIONS. IF A PAVEMENT MARKING PLAN IS NOT PROVIDED, CONTACT THE DESIGN ENGINEER FOR THE SPECIFIC REQUIREMENTS OR LOCATE AS DIRECTED BY THE ENGINEER.
 6. TERMINATE PARKING A MINIMUM OF 5' FROM THE BASE OF PERMANENT CONCRETE.
 7. CONSTRUCT CURB RAMP A MINIMUM OF 4' WIDE.
 8. CONSTRUCT THE RUNNING SLOPE OF THE RAMP AS SHOWN.
 9. ALTERNATE CROSS SLOPE ON SIDEWALK AND CURB RAMP SHALL BE 2% MAXIMUM.
 10. CONSTRUCT THE SIDE FLARE SLOPE A MINIMUM OF 10% WEARDERS ALONG THE CURB LINE.
 11. CONSTRUCT THE OUTER EDGE OF THE GUTTER OR OFFSET AT THE BASE OF THE CURB RAMP A MINIMUM OF 2% AND MAINTAIN A SMOOTH TRANSITION.
 12. CONSTRUCT CLEAR SPACE FOR SIDEWALK A MINIMUM OF 4' WITH A MINIMUM SLOPE OF 2% IN ANY DIRECTION. CONSTRUCT CLEAR SPACE FOR CURB RAMP A MINIMUM OF 4' WITH A MINIMUM SLOPE OF 2% IN ANY DIRECTION. IF SIDEWALKS OR CURB RAMP ARE TO BE CONSTRUCTED ON TOP OF EXISTING SIDEWALKS, THE CLEAR SPACE SHALL BE 4' MINIMUM WITH A MINIMUM SLOPE OF 2% PROVIDED IN THE DIRECTION OF THE SIDEWALK STREET CROSSING.
 13. TO BE A PROPER TRAILER OR A PERMANENT FUTURE AREA, WIDTH RELIEFS WILL BE A MINIMUM OF 6' WIDE. CONSTRUCT WIDTH RELIEFS TO PROVIDE PARKING OVER OR THROUGH THE ISLANDS.
 14. SMALL DIMENSIONALIZATION ISLANDS THAT DO NOT PROVIDE A 6' WIDE CLEAR SPACE AT THE TOP OF RAMP, WILL BE CUT THROUGH LEVEL WITH THE SURFACE STREET.
 15. CURB RAMP WITH RETIRED CURBS MAY BE USED ONLY WHERE PERMISSIBLE WOULD NOT NORMALLY WALK ACROSS THE RAMP, WHERE THE ADJACENT SURFACE IS PAVED OR OTHER NON-PAVED SURFACE, OR THE SIDE WALKWAY IS SUBSTANTIALLY OBSTRUCTED.
 16. PLACE A 1/2" EXPANSION JOINT NEAR THE CONCRETE CURB RAMP JOINS THIS CURB AS SHOWN IN STANDARD DRAWING 818-01.
 17. PLACE ALL PERMANENT FOUR WIDTH ADJUSTMENTS AND CROSSING SIGNALS AS SHOWN IN THE PLANS OR AS NOTED IN THE NOTES.
 18. INTERSECTIONS WITHIN SURFACE SHALL COVER 6" x 6" LEGS AND FILL BEHIND OF THE RAMP FLOOR AS SHOWN ON THE DETAILS.
 19. DETAILABLE WALKING SURFACE SHALL CONTACT VERTICALLY WITH ADJACENT SURFACE, EITHER LIGHT-ON-GRADE, OR DARK-ON-LIGHT SURFACE COVERING THE ENTIRE RAMP.

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SITE PLAN FOR:
 C & S TOWNSHIP OF SYLVIA
 SYLVIA, NORTH CAROLINA



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SITE PLAN

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