

1246 West Main Street
Sylva, NC 28779

April 26th, 2017

Jackson County Planning Department
Attn: Mike Poston, Director
401 Grindstaff Cove Road
Sylva, NC 28779

RE: Proposed Multi-Family Residential Project
Highlands at Cullowhee, LLC
PIN 7558-47-4055- Partitioned

Dear Mike:

This letter is written to verify that our office has received and reviewed the plans for the above referenced development. As we understand it this project involves the construction of 18 Units with 72 BR's on a portion of an existing property as show on map attached. In order to provide public water and sewer services to this development, the contractor is proposing to construct water main and sewer main extensions of a design that meets or exceeds current NCDEQ- Public Water Supply and TWSA requirements.

The majority of the improvements proposed to be turned over to TWSA are to be constructed in existing NCDOT Right of Way, but easements will be required from Jackson County for a portion of the sewer construction, and from Jackson County Schools for the water. Upon final acceptance, the mainline extensions from the connections to the existing TWSA sewer and water system to the front property line of the new development will be dedicated to TWSA for ownership and operation. This will include all portions to be constructed in the proposed easements and the NCDOT Right of Way.

The design of these extensions have been reviewed and are sized to provide adequate capacity for the proposed development and to allow for future extensions to serve the surrounding areas not under the control of the developer. The final design will provide for these future interconnections as other needs for water and sewer service are identified, and the water and sewer improvements to be constructed by the developer are of adequate capacity to accommodate the type of growth that is anticipated. A letter agreement between the developer and TWSA will bind these conditions once all easements and permits are in place.

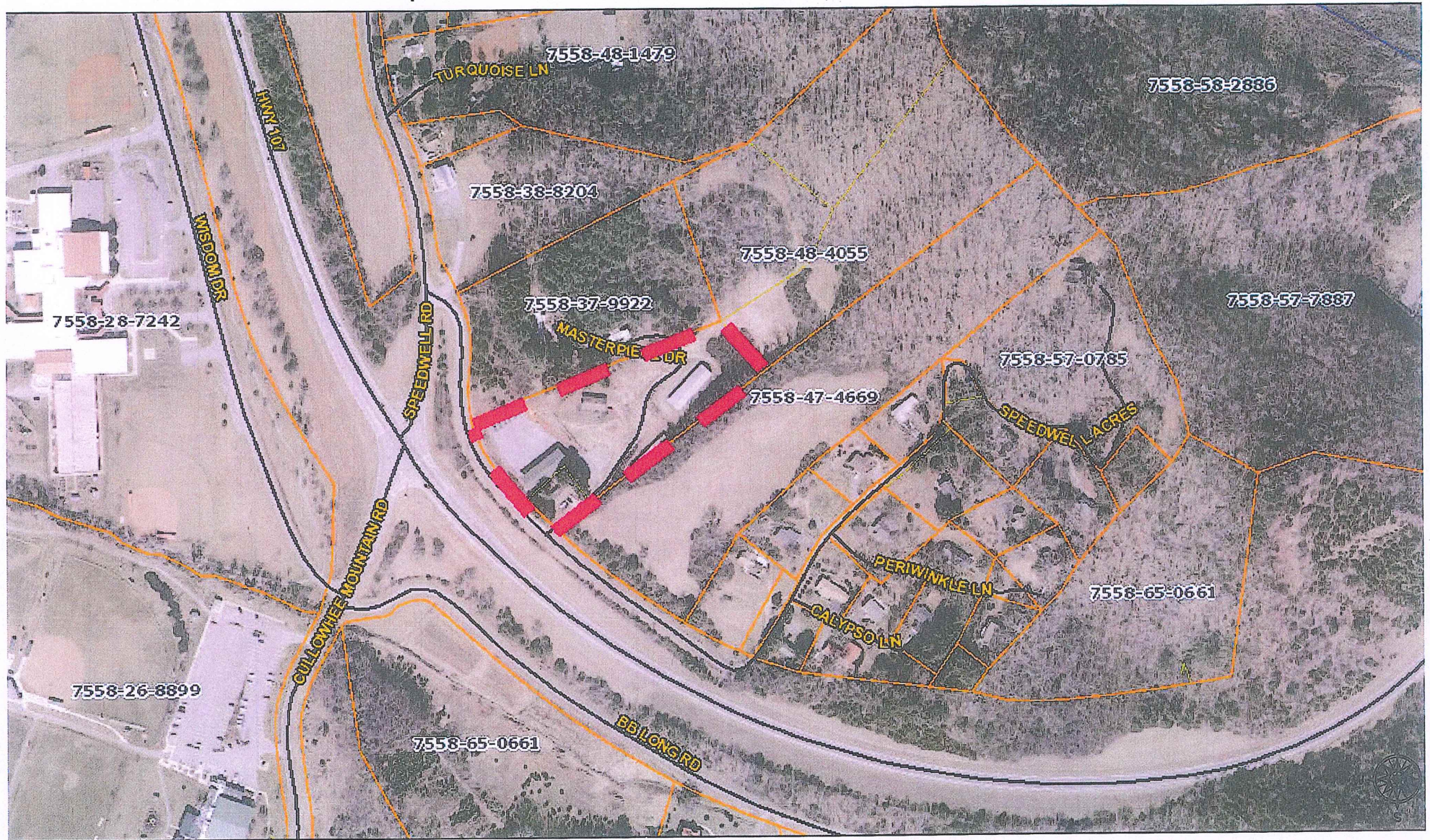
If you have any questions, please do not hesitate to call me at (828) 586-5189 extension #203.

Sincerely,

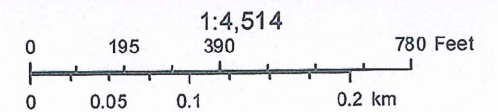
Daniel E. Harbaugh
Executive Director

CC: Project Files, Developer
Attach: Map

Proposed Multifamily Housing- 18 Units, 72 BR



April 26, 2017



HIGHLANDS AT CULLOWHEE

April 25, 2017

Mr. Donald Adams
County Manager
Jackson County, North Carolina

Dear Mr. Adams:

This letter is intended to supplement our letter of April 12, 2017, informing you that Highlands at Cullowhee, LLC is proposing a multifamily development at 51 Masterpiece Drive in Cullowhee, North Carolina, and has been working with Jackson County and Tuckaseegee Water and Sewer Authority (TWSA) on the design and permitting of the development and utilities. Since the development will be required to connect to public utilities, we will be required to construct and route a new sanitary sewer line through the development, across the public right of way, to a connection point on the Jackson County Parks and Recreation property, all as more particularly shown on the plat attached hereto.

We are requesting Jackson County Board of Commissioners' approval of a non-exclusive sanitary sewer easement from the public right of way to the manhole located on the Jackson County Parks and Recreation property, all as more particularly describe in the attached Deed of Easement and Agreement for Sewer Improvements (the "Easement Agreement").

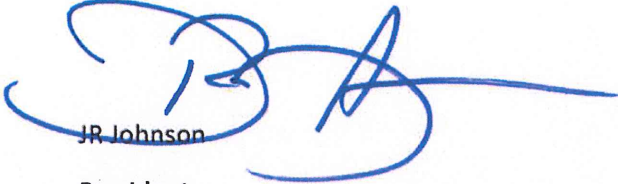
In reviewing our request please consider the following:

- We will be investing approximately \$150,000, to construct, at our sole cost and expense, the water and sanitary sewer lines shown on the plat.
- The water and sanitary sewer lines will be constructed to TWSA's standards and will be dedicated to TWSA for future public use.
- The eight (8) inch sanitary sewer line exceeds the capacity needed for the Highlands at Cullowhee and may be used for future development.
- The new sanitary sewer line extends across Highway 107 providing for sanitary sewer connections where there were previously none.
- TWSA has approved the form of Easement Agreement and is supportive of the construction of the new sanitary sewer and water line.
- Highlands at Cullowhee will pay TWSA estimated \$45,000 in impact fees and permit fees, which may be used by TWSA for future maintenance of all water and sewer lines in Jackson County, benefiting the citizens of Jackson County.

Electrical lines currently traverse the proposed easement area and we do not believe that the addition of sanitary sewer lines will adversely affect the current or future use of the easement area. Although we do not believe there will be any diminution in value or loss of use of the easement area, Highlands at Cullowhee proposes to compensate Jackson County for granting the sanitary sewer easement, \$2,500.00.

Your prompt consideration of the Easement Agreement is greatly appreciated. Our civil engineer, Jason Stough, local council Jay Coward, and I will be present at the Board of Commissioners meeting on May 1, 2017, to respectfully request your approval of the Easement Agreement and answer any questions that you may have.

Sincerely,

A handwritten signature in blue ink, appearing to be "JR Johnson", with a long horizontal flourish extending to the right.

President

Highlands at Cullowhee, LLC

Cc: Heather Baker, Esq.

HIGHLANDS AT CULLOWHEE

Don Adams
County Manager
Jackson County, North Carolina

Mr. Adams,

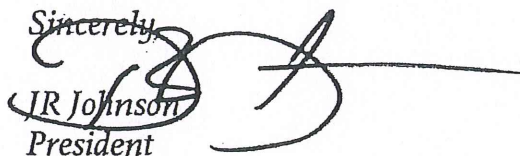
The Highlands at Cullowhee, LLC is proposing a multifamily development at 51 Masterpiece Drive in Cullowhee, NC. We have been working with Jackson County and Tuckasegee Water and Sewer Authority (TWSA) on the design and permitting of the development and utilities. Since the development will be required to connect to public utilities, we will be required to route public sewer through the development and the connection point to the public sewer manhole is currently located on the Jackson County Parks and Recreation property.

This letter is requesting Jackson County Board of Commissioners' approval for a perpetual non-exclusive sanitary sewer easement from the public right of way to the manhole located on the Jackson County Parks and Recreation property, as shown on the attached plat. The attached draft Deed of Easement and Agreement for Sewer Improvements provides for the construction, installation and maintenance of a sanitary sewer line that is necessary to connect the sewer facilities at 51 Masterpiece Drive to the existing public sanitary sewer line located on the Jackson County Parks and Recreation property. Upon completion of construction of the sanitary sewer improvements, the easement and sewer improvements will be dedicated to TWSA for the use and benefit of the public.

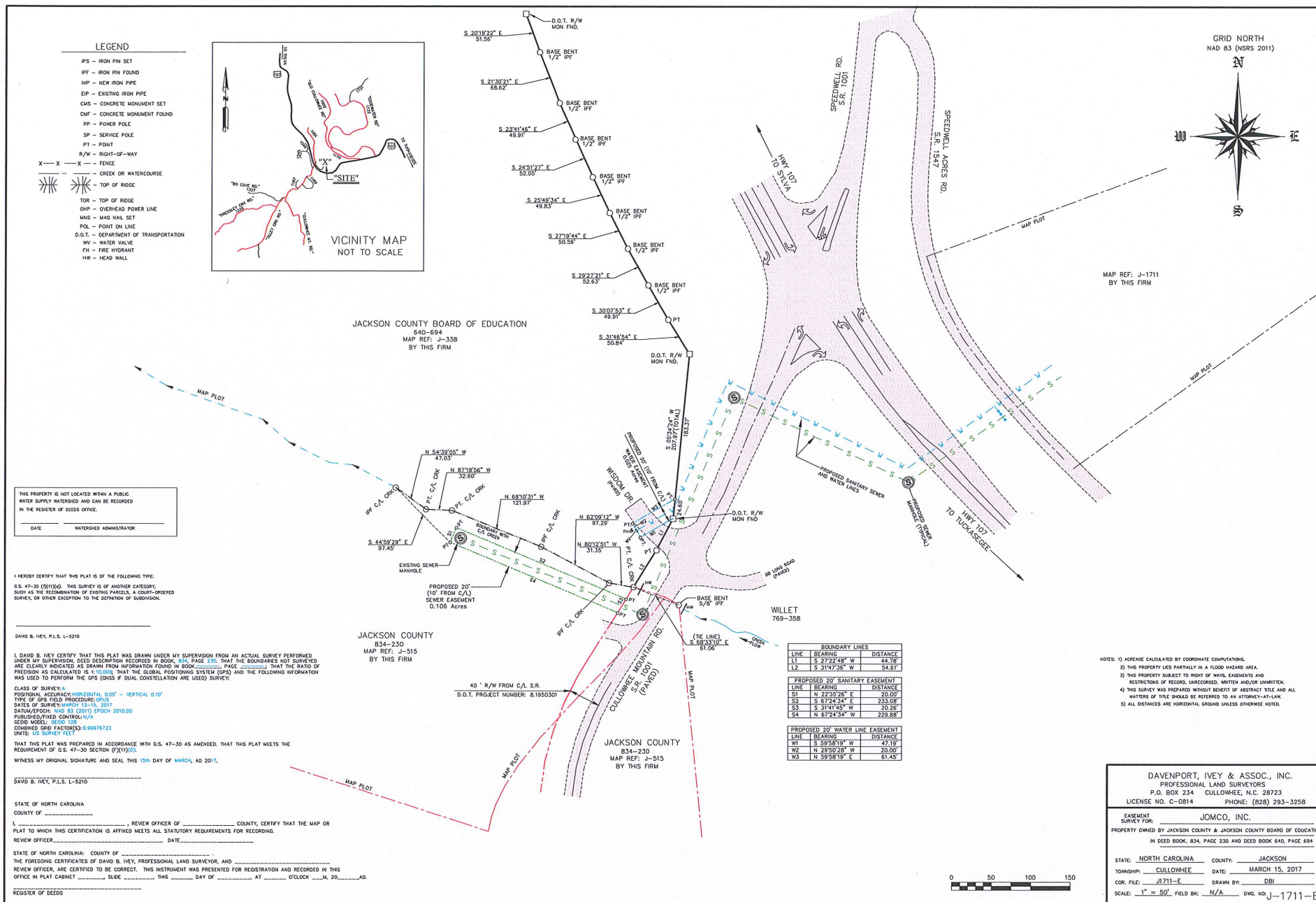
We respectfully request that approval of the easement be placed on the agenda for the Board of Commissioners meeting on April 17, 2017.

If you should need any additional information or have any questions or concerns please contact me directly.

Sincerely,


JR Johnson
President
Highlands at Cullowhee, LLC

Cc: Heather Baker, Esq.



DAVENPORT, IVEY & ASSOC., INC.
PROFESSIONAL LAND SURVEYORS
P.O. BOX 234 CULLOWHEE, NC. 28723
LICENSE NO. C-0814 PHONE: (828) 293-3258

EASEMENT
SURVEY FOR JOMCO, INC.

PROPERTY OWNED BY JACKSON COUNTY & JACKSON COUNTY BOARD OF EDUCATION
IN DEED BOOK, 834, PAGE 230 AND DEED BOOK 840, PAGE 894

STATE: NORTH CAROLINA COUNTY: JACKSON
TOWNSHIP: CULLOWHEE DATE: MARCH 15, 2017
COR. FILE: J1711-E DRAWN BY: DBI
SCALE: 1" = 50' FIELD BOOK: N/A DWG. NO: J-1711-E

Prepared by, and when recorded, return to:
Law Office of David A. Zybala, PLLC
11035 Golf Links Drive # 77344
Charlotte, North Carolina 28271

STATE OF NORTH CAROLINA
COUNTY OF JACKSON

**DEED OF EASEMENT AND
AGREEMENT FOR
SEWER IMPROVEMENTS**

THIS DEED OF EASMENT AND AGREEMENT FOR SEWER IMPROVEMENTS (the "Agreement"), is made as of the ____ day of April, 2017, by and between **COUNTY OF JACKSON, a political subdivision and body politic of the State of North Carolina** ("Grantor") and **HIGHLANDS AT CULLOWHEE, LLC**, a Georgia limited liability company ("Grantee").

RECITALS:

A. Grantor is the owner of that certain parcel of real property located in Cullowhee Township, Jackson County, North Carolina and more particularly described on Exhibit A, attached hereto and incorporated herein (the "Grantor Property");

B. Grantee is the owner of that certain parcel of real property located in the Cullowhee Township, Jackson County, North Carolina and more particularly described on Exhibit B, attached hereto and incorporated herein (the "Grantee Property"); and

C. Grantor desires to grant to Grantee such easements necessary to allow Grantee to construct, install and maintain a sanitary sewer line across, through and under the Grantor Property in accordance with the easements granted herein.

NOW, THEREFORE, in consideration of the premises set forth above (which, by this reference, are hereby incorporated into the operative and enforceable provisions of this Agreement), the agreements and consents set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Grant of Easements. Grantor hereby grants to Grantee, its successors and assigns, the following easements, each of which shall benefit the Grantee Property and burden the Grantor Property:

(a) Grant of Sanitary Sewer Easement. Grantor hereby grants, conveys, establishes to and for the benefit of Grantee, its successors and assigns, a perpetual non-exclusive easement of twenty feet (20') in width, ten feet (10') on each side of center line, over that portion of the Grantor Property more particularly depicted and described as a "Proposed 20' (10' from C/L) Sewer Easement 0.106 Acres" on Exhibit C, attached hereto and incorporated herein (the "Easement Area") for purposes of constructing and installing ~~all of those~~ sanitary sewer facilities ~~necessary, consisting of an eight (8) inch sanitary sewer line,~~ to connect the sewer facilities on the Grantee Property to public sanitary sewer lines ~~(collectively, the "Sewer Improvements"),~~ together with: (i) the right of ingress and egress at all reasonable times for the purpose of inspecting, repairing, operating, replacing and maintaining, all of those sanitary sewer facilities, to be constructed in the Easement Area (collectively, the "Sewer Improvements"); and (ii) the right of Grantee, its successors and assigns, for the flow and discharge of sewage flow through the Sewer Improvements (collectively, the above grants, rights and easements are referenced herein as, the "Sewer Easement").

Any work conducted by Grantee pursuant to the rights granted in this Section 1(a) shall not be commenced without advance notice to Grantor, excepting emergency situations, shall be completed in a commercially reasonable and diligent manner, and shall be at Grantee's sole cost and expense. Following completion of such work, the Easement Area shall promptly be restored as nearly as practicable to its original condition. Nothing herein shall be deemed to prohibit Grantor from constructing improvements or granting non-sewer easements within the Easement Area without the consent of Grantee; provided such improvements or other easements do not materially interfere with the Sewer Improvements or Grantee's access to the Easement Area. Until dedication of the Sewer Easement and Sewer Improvements to ~~the applicable public authority~~ Tuckasegee Water and Sewer Authority, its successors and assigns ("TWSA"), and acceptance thereof by ~~the public authority~~ TWSA, Grantee shall be responsible, at Grantee's sole cost and expense, for the maintenance, repair and replacement of the Sewer Improvements.

(b) Grant of Temporary Construction Easement. Grantor hereby grants and establishes to and for the benefit of Grantee a temporary easement, license, right and privilege (the "Temporary Construction Easement") upon, over and under that area of the Grantor Property extending ten feet (10') in each direction of the Easement Area (the "Construction Easement Area") for the purpose of enabling Grantee, its agents, contractors and employees, to install the Sewer Improvements within the Easement Area. The Temporary Construction Easement shall terminate and be of no further force or effect upon completion of construction of the Sewer Improvements. Grantee shall be responsible for repairing any damage caused by Grantee, its agents, contractors and employees, to any portion of the Grantor Property to as close as reasonably practicable to the condition that existed prior to such damage. Grantee shall take commercially reasonable efforts to ensure

that business operations on the Grantor Property are not affected in any manner. In no event may access to the Grantor Property be completely blocked during Grantee's construction of the Sewer Improvements.

2. Dedication. Grantor hereby agrees to cooperate with Grantee, upon request and at no expense to Grantor, to dedicate the Sewer Easement, the Sewer Improvements and Easement Area to ~~the applicable public authority~~ TWSA for the use and benefit of the public. Upon the acceptance of this dedication by ~~the applicable public authority~~ TWSA, Grantee's obligations to maintain, repair and replace the Sewer Improvements shall cease. Following acceptance by ~~the applicable public authority~~ TWSA, the Grantor Property shall be deemed to be burdened by a public easement in favor of ~~the applicable public authority~~ TWSA and its successors and assigns with respect to the Sewer Easement, including the rights and obligations of ~~said applicable public authority~~ TWSA to maintain the Sewer Improvements.

3. Lien Free. Grantee shall be required to carry out any work on the Grantor Property in such a manner as to prevent the filing of any lien claims by material providers or workmen and shall, within fifteen (15) days after written notice of any such filed lien claim, cause such lien to be dismissed, extinguished or bonded over. If Grantor or its successors as owner of the Grantor Property is required to extinguish or otherwise pay off such a lien claim arising from work conducted by Grantee or its successors or assigns on the Grantor Property, then Grantee shall promptly reimburse Grantor or its successors for such costs incurred by Grantor.

4. Indemnity. Grantee shall be solely responsible for and shall indemnify, defend and hold Grantor, its tenant(s) of, and successors and assigns in title to, the Grantor Property, harmless from and against any and all loss, liability, cost, claim, demand, cause of action, damages, costs and expenses arising out of or resulting from the use of the Easement Area, the construction and use of the Sewer Improvements or any other activities contemplated by this Agreement. Upon acceptance of the dedication of the Sewer Easement, the Sewer Improvements and Easement Area by ~~the applicable public authority~~ TWSA, the Grantee's indemnification obligations pursuant to this paragraph shall cease.

5. Miscellaneous Provisions.

5.1 Binding Effect; Gender. The designation, Grantor or 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.

5.2 Headings. Section headings are inserted for convenience of reference only, are not intended to be a part of this Agreement or in any way to define, limit or describe the scope and intent of the particular sections to which they refer, and accordingly shall not be deemed or construed to affect the meaning of any provision hereof.

5.3 Effect of Invalidation and Severability. If any provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

5.4 E. Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

5.5 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws and the judicial decisions of the State of North Carolina.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the date first above written.

COUNTY OF JACKSON, NORTH
CAROLINA

By: _____
Name:
Title:

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

I certify that the following person personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: _____, 2017

Official Signature of Notary

(Official Seal)

Notary's printed or typed name, Notary Public
My commission expires: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the date first above written.

HIGHLANDS AT CULLOWHEE, LLC, a
Georgia limited liability company

By: _____
Name:
Title:

STATE OF _____

COUNTY OF _____

I certify that the following person personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____, the Manager of Highlands at Cullowhee, LLC

Date: _____, 2017

Official Signature of Notary

(Official Seal)

Notary's printed or typed name, Notary Public
My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR PROPERTY

TRACT ONE: BEING AND COMPREHENDING Tract A labelled "Ferguson", containing 9.43 acres, more or less, by DMD, as shown on that certain plat surveyed and prepared by James R. Davenport & Associates, Inc., RLS, entitled "Survey for G.P. & Jerdie Ferguson and Grady & Harriet Parker, dated March 12, 1986, Drawing No. J-515, recorded August 18, 1986, in Cabinet 3, Slot 988, Public Registry of Jackson County, reference to which is hereby made for a more complete and accurate description of said lands.

SECOND TRACT: BEING AND COMPREHENDING a tract of land labelled "Ferguson", containing 5.62 acres, by DMD, as shown on that certain plat surveyed and prepared by James R. Davenport & Associates, Inc., RLS, entitled "Survey for G.P. & Jerdie Ferguson and Grady & Harriet Parker", dated March 12, 1986, Drawing No. J-515, recorded August 18, 1986, in Cabinet 3, Slot 988, Public Registry of Jackson County, reference to which is hereby made for a more complete and accurate description of said

lands.

Being a part of the lands described by deed recorded in Book 170, at page 47, Public Registry of Jackson County and also being the same lands and premises as described in a deed recorded in Book 640 at Page 691 of the Jackson County Public Registry.

TRACT III: BEING AND COMPREHENDING that certain tract of land labelled "Parker", containing 15.12 acres, more or less, by DMD, as shown on that certain plat surveyed and prepared by James R. Davenport & Associates, Inc., RLS, entitled "Survey for G.P. & Jerdie Ferguson and Grady & Harriet Parker", dated March 12, 1986, Drawing No. J-515, recorded August 18, 1986, in Cabinet 3, Slot 988, Public Registry of Jackson County, reference to which is hereby made for a more complete and accurate description of said lands.

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PROPERTY

BEING AND COMPREHENDING a tract of land containing 11.763 acres, more or less, as shown on a map or plat of a survey prepared by Davenport, Ivey & Assoc., Inc, P.L.S. dated March 16, 2017, entitled "Highlands At Cullowhee LLC, Cullowhee Township, Jackson County, North Carolina", and being Drawing No. J-1711, recorded in Plat Cabinet 21, Slide 993, Jackson County Registry.

AND BEING the same property conveyed by Deed dated January 31, 1986, from THOMAS W. JONES, COMMISSIONER, unto ROGER M. CLARK, and wife, LYNDA M. CLARK, recorded in Book 623, Page 18, Jackson County Registry.

AND BEING the same property conveyed by Deed dated February 28, 1992, from ROSE M. TILLEY, WIDOW, unto ROGER M. CLARK, and wife LYNDA H. CLARK, recorded in Book 798, Page 262, Jackson County Registry.

AND BEING the same property conveyed by Deed dated October 14, 1980, from WILLIAM J. COWAN, and wife, LINDA B. COWAN, unto ROGER M. CLARK, and wife, LYNDA H. CLARK, recorded in Book 518, Page 540, Jackson County Registry.

EXHIBIT C
DEPICTION OF SEWER EASEMENT

See attached one (1) page.