STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

January 23, 2015

County: Iredell

Subject: Right of Way Encroachment Agreement 49(0278)

Route: SR1457

Todd & Amy Gordon
447 Glencrest Drive
Stanley, NC 28164

Attached is an approved Right of Way Encroachment Agreement covering the installation of: Approx. +/- 300 LF of 2" SCH 40 PVC effluent forcemain.

The encroaching party shall comply with all applicable state and federal environmental regulations, and shall obtain all necessary state and federal environmental permits, including but not limited to, those related to sediment control, storm water, wetlands, streams, endangered species and historical sites.

NOTE: Installation should be placed as close to the right of way limits as possible.

NOTE: Excavation within 1000 feet of a signalized intersection will require notification by the party of the second part to the Division Traffic Engineer at telephone number 704-480-5423. All traffic signal or detection cables must be located prior to excavation.

It would be appreciated if you would advise the District Office at (704) 876-3947 at least forty-eight (48) hours prior to the date of beginning work on installation of this encroachment. Furthermore, it will be necessary for you to notify the District Office in writing when work is completed on this installation.

The Department of Transportation has 60' right of way on this road but will not be responsible for claim damages by any property owner by reason of the installation.

Respectfully yours,

RD Chandler /JRC
Reuben Chandler, P.E.
Twelfth Division Engineer

By: John R. Cook, CPM
District Supervisor
Division 12, District 2

JRC:jb

cc: Piedmont Design Associates
File

NC Division of Highways,124 Prison Camp Rd, Statesville, NC 28625
Phone: (704) 876-3947 Fax: (704) 876-0602

STANDARD SPECIAL PROVISIONS FOR ENCROACHMENTS

All installations shall be placed as close to the right of way limits as possible.

1. Notify the District Engineer's office at least 3 days prior to commencing work and again upon completion of work. (704) 876-3947

2. Traffic control devices and procedures shall be installed to ensure public safety and shall comply with the latest edition of the Manual on Uniform Traffic control Devices and the N.C. Department of Transportation's Standards and Specifications for Roads and Structures.

3. Contact the appropriate Utility Company(ies) involved and make satisfactory arrangements to adjust any utilities in conflict with the proposed work prior to construction.

4. Any drainage structure disturbed or damaged shall be restored to its original condition as directed by the District Engineer. Drainage structures shall not be blocked with excavation, construction or other materials. In addition, any drainage pattern that is altered must be repaired / modified. This work must meet NCDOT standards, and result in proper and adequate drainage of disturbed area. This includes but is not limited to culverts, ditches, shoulders, or drainage structures. The District Office is to be notified of any changes made.

5. Trenching, bore pits and/or other excavations shall not be left open or unsafe to pedestrian or vehicular traffic overnight or during holidays and weekends and shall comply with all O.S.H.A regulations and requirements.

6. All fill areas/backfill shall be compacted to 95% density in accordance with AASHTO T99 as Modified by NCDOT and placed in 4-6" layers with Pneumatic Tamp. All material to a depth of 8.0" below the finished surface of the sub-grade shall be compacted to a density equal to at least 100.0% density in accordance with AASHTO T99 as modified by NCDOT. The sub-grade shall be compacted at a moisture content which is approximately the required to produce the maximum density indicated by the above test method. The contractor shall dry or add moisture to the sub-grade when required to provide a uniformly compacted and acceptable sub-grade.

7. Proper temporary and permanent measures shall be installed and maintained for the duration of the encroachment to control erosion sedimentation in accordance with local, State and Federal regulations.

8. Materials and workmanship shall conform to the N.C. Department of Transportation's Standards and Specifications for Road and Structures and Roadway Standard Drawings.

9. Strict compliance with The Policies and Procedures for Accommodating Utilities on Highway Rights of Way shall be required.

10. Silt basins shall be removed as soon as possible and shall not infringe on the roadway or components of the roadway including required clear recovery areas or any other areas traversable by vehicles.

11. It is the encroaching party's responsibility to determine if any permits are required by other local, state and federal governments to perform the work described in the encroachment and to secure such permits before any construction begins.

12. Any work requiring equipment or personnel within 5.0' of the edge of the travel lane shall require a lane closure in accordance with NCDOT Standards and Specifications for Roads and Structures and Roadway Standard Drawings manuals and the latest edition of the MUTCD or supplements thereof.

13. No material or equipment storage will be allowed within 30.0' of the edge of the travel lane without the permission of the Engineer. Absolutely no material or equipment storage will be allowed within 15.0' of the edge of the travel lane.

14. NCDOT does not guarantee the right of way on these roads, nor will it be responsible for any claim for damages brought by any property owner by reason of this installation.

15. If any blasting is required, the maximum peak particle velocity shall be limited to 4.0 in./sec. As measured at the closest structure extremity.

16. Any changes to the encroachment must be submitted in writing to the Engineer for review and comment. Failure to request changes may result in cancellation of the encroachment agreement.

17. All disturbed right of way monuments shall be reset by a NC licensed Surveyor in accordance with NCDOT Standards and Specifications for Roads and Structures and Roadway Standard Drawings manuals.

18. No lane closures will be allowed prior to 8:30 AM or after 4:30 PM (time changes can be approved on a case by case basis). No lane closures will be allowed on Sundays or on State observed holidays (without prior approval).

19. All manhole lids, water valves/meters and applicable concrete encasements shall be set flush with the natural ground elevation and should be located so as to minimize interference with highway drainage. All fire hydrants must be located a minimum 5.0' behind the ditch line.

20. All longitudinal installations of proposed encroachments shall be located as close to the outside edge of the Right of Way and as far away from the outside edge of the nearest travel lane as possible to the satisfaction of the District Engineer.

21. All manholes and vaults shall be of a design approved by the State Design Services Engineer. A list of previously "Approved Manholes and Vaults" may be obtained from the State Design Services Engineer.

22. All driveways altered during construction shall be at a minimum returned to a state comparable with the condition of the driveways prior to construction.

23. An Executed copy of this Encroachment agreement will be present at the construction site at all times during construction. If safety or traffic conditions warrant such an action, NCDOT reserves the right to further limit, restrict or suspend operations within the right of way.

24. All roadway signs which are removed due to construction shall be reinstalled as soon as possible.

25. Ingress and egress shall be maintained to all business and dwellings affected by the project. Special attention shall be paid to police and fire stations, fire hydrants and hospitals.

26. Vegetative cover shall be established on all disturbed and damaged areas to the satisfaction of the District Engineer in accordance with the attached Seeding and Mulching guidelines. The N.C. Department of Transportation reserves the right to modify the guidelines for unique situations or as recommended by the Area Roadside Environmental Engineer.

SEEDING AND MULCHING GUIDELINES

MATERIAL	May 1 – Aug. 31	Sept. 1 – April 30
Kentucky 31 Fescue	100 Lb./Ac.	100 Lb./Ac
OR		
Hard Fescue	15 Lb./Ac.	15 Lb./Ac.
Fertilizer	500 Lb./Ac.	500 Lb./Ac.
Limestone	4000 Lb./Ac.	4000 Lb./Ac.
Rye grain	———	25 Lb./Ac.
German Millet	25 Lb./Ac.	———
Mulch with grain straw	40 bales/Ac.	40 bales/Ac.

NOTES

A. Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application is adjusted to provide the same amount of nutrients as the 10-20-20 analysis.

B. Hard Fescue may be substituted for Kentucky 31 Fescue and Vice Versa however see the above table as the rate of application for the two materials is different.

C. Seeding and mulching operations shall be adapted to various weather or soil conditions as necessary for the successful establishment and growth of the grasses and legumes as directed by the Engineer.

27. 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, storm water, wetland, streams, endangered species, and historical sites.

28. Excavation within 1000 feet of a signalized intersection will require notification by the party of the second part to the Division Traffic Engineer at telephone number 704-480-5423. All traffic signal or detection cables must be located prior to excavation.

29. With directional boring, under no condition shall jetting alone or wet boring with water of utility pipelines be allowed. Directional boring using jetting with a Bentonite (or equivalent material) slurry is approved at a minimum depth of ten (10) feet below the pavement surface (fifteen feet below the surface of controlled access roads) and five (5') below any ditch line. Any parallel installation utilizing the directional boring shall be made at a minimum depth of three (3') feet (cover) below the ground surface except where the parallel installation crosses a paved roadway. The tip of the drill string shall have a cutter head. Any changes shall be submitted to the District Engineer for approval prior to construction. An overbore shall not be more than two (2") inches greater than the diameter of the pipe or encasement will be considered. If the encroachment agreement includes a statement signed and sealed by a North Carolina Registered Professional Engineer, indicating that an over bore in excess of two (2") inches of the pipe or encasement will arch and no damage will be done to the pavement or subgrade.

30. Any open cut pavement must be repaired / replaced with an NCDOT approved Bituminous material within 48 hours. NCDOT will not be responsible for damages incurred to the traveling public where the pavement has been cut.

31. That the party of the second part agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of motorists and workers during construction and any subsequent maintenance. This shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures and Amendments or Supplements thereto. When there is no guidance provided in the Roadway Standard Drawings and Specifications, comply with the Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplement thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

32. **As part of any utility encroachment where structures will be installed above ground, the following conditions shall apply. "Any and all components of this utility encroachment that extend vertically beyond ground elevation must be provided with a 3 foot radius that is regularly maintained or kept clear of vegetation for the purpose of visibility. This includes poles, guy wires and anchors, pedestals, cabinets, etc. All utility owners are to place visible sleeves on all guy wires. Failure to comply with this condition will forfeit the utility owner's right to reimbursement for damages from NCDOT resulting from future mowing operations."**

SPECIAL PROVISION

WORK ZONE TRAFFIC CONTROL QUALIFICATION AND TRAINING PROGRAM

Effective July1, 2010, all flagging operations within NCDOT Right of Way require qualified and trained Work Zone Flaggers.

Effective July 1, 2011, qualified and trained Work Zone Traffic Control Supervisors will be required on significant projects.

Training for this certification is provided by NCDOT approved training sources and by private entities that have been pre-approved to train themselves. If you have questions, contact our web site at www.ncdot.org/wzte, or contact Stuart Bourne, P.E. with NCDOT Work Zone Traffic Control Unit at (919) 662-4338 or sbourne@ncdot.gov.

ROUTE 1457 (Digh Circle) PROJECT Gordon Septic Forcemain COUNTY OF Iredell STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

-AND-

Todd and Amy Gordon
447 Glencrest Drive, Stanley, NC 28164

RIGHT OF WAY ENCROACHMENT AGREEMENT
PRIMARY AND SECONDARY HIGHWAYS

THIS AGREEMENT, made and entered into this the 23 day of January 20 15 by and between the Department of Transportation, party of the first part; and Todd and Amy Gordon, Property Owners 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) SR 1457 (Digh Circle), located +/-1,980 Feet NE of intersection of SR 1115 (McKendree Road Road) and SR 1457 (Digh Circle)
with the construction and/or erection of: Installation of +/-300 LF of 2-Inch SCH 40 PVC Effluent Forcemain within right of Way of SR 1457 (Digh Circle). The purpose of the installation within the R/W is allowing a effluent forcemain to avoid a water supply well setback encroachment by Iredell County Health Dept. (See attached permission letter from prop. owner)

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 installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance 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.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance 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 installation or maintenance 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 construction 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.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the

grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or
(2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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: RD Chandler By: J.R.C.
DIVISION ENGINEER

ATTEST OR WITNESS:

David DeCaron, Piedmont Design Associates, PA

125 E. Plaza Dr., Ste. 101, Mooresville, NC 28115

Todd & Amy Gordon

447 Glencrest Drive, Stanley, NC 28164
Second Party

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 existing and/or proposed encroachment.
4. Length, size and type of encroachment.
5. Method of installation.
6. Dimensions showing the distance from the encroachment to edge of pavement, shoulders, etc.
7. 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.)
8. Drainage structures or bridges if affected by encroachment (show vertical and horizontal dimensions from encroachment to nearest part of structure).
9. Method of attachment to drainage structures or bridges.
10. Manhole design.
11. On underground utilities, the depth of bury under all traveled lanes, shoulders, ditches, sidewalks, etc.
12. Length, size and type of encasement where required.
13. On underground crossings, notation as to method of crossing - boring and jacking, open cut, etc.
14. Location of vents.

GENERAL REQUIREMENTS

1. Any attachment to a bridge or other drainage structure must be approved by the Head of Structure Design in Raleigh prior to submission of encroachment agreement to the Division Engineer.
2. All crossings should be as near as possible normal to the centerline of the highway.
3. Minimum vertical clearances of overhead wires and cables above all roadways must conform to clearances set out in the National Electric Safety Code.
4. Encasements shall extend from ditch line to ditch line in cut sections and 5' beyond toe of slopes in fill sections.
5. All vents should be extended to the right of way line or as otherwise required by the Department.
6. All pipe encasements as to material and strength shall meet the standards and specifications of the Department.
7. 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.
8. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.

PIN # 4627-40-9545

David DeCaron

From:	judhow@aol.com
Sent:	Friday, August 22, 2014 8:50 AM
To:	amygordon@kw.com
Subject:	Re: 121 Langdon Rd.

We have no problem with the plan. If we can help in any way let us know.
Howard and Judi Lewis

----Original Message----
From: Amy Gordon KW <amygordon@kw.com>
To: judhow <judhow@aol.com>
Sent: Fri, Aug 15, 2014 6:29 pm
Subject: 121 Langdon Rd.

Dear Neighbors,

In our desire to build our primary residence at 121 Langdon Rd., we need to set up a remote septic field on Digh Circle. We have had an engineer lay out a feasible path for a 2" diameter pressure main between the 2 properties, and have attached his email in full for you to see. His recommendation is that we get permission from each property owner adjacent to the path of the pressure main.

As you can see from the drawing, the pressure main stays within the right of way boundaries and he recommends it being 5 feet off of the pavement. We would, of course, return all existingroads/landscaping/driveways to existing condition and will attempt to drill or bore underneath driveways and roadways instead of cutting them.

We are anxious to start this project. Please respond one way or another and feel free to ask questions if you have them. We look forward to being your neighbors.

Todd and Amy Gordon
704-902-6150 (Todd's cell)
Todd.gordon@penskeracing.com

704-577-1727 (Amy's cell)
amygordon@kw.com

Todd and Amy,
Below is a force main routing plan avoiding wells or at least staying outside the minimum required 25' setback. Between 25' and 50', we will be required to use steel pipe
or sleeve in ductile iron pipe. My recommendation is that you go talk with the property owners and get written permission to cross in front of their property with the forcemain.
Typically, we recommend staying 5 feet off existing edge of pavement and bury 3 ft or deeper. Once you have all of the written permissions, I would turn Mike Athanas loose to
pull the septic permit together. Please feel free to call me if you have any questions.
David M. DeCaron (704) 664-7888

PIN #: 4627-40-7541

David DeCaron

From: Sharletta Davis <sdavis@invitationhomes.com>
Sent: Wednesday, August 27, 2014 1:06 PM
To: Amy Gordon KW
Cc: Doug Burchardt
Subject: RE: 186 Digh Circle

Good Afternoon Amy,

I have discussed this with the Team and as long as the pressure main is installed per the plan you have provided to us and the entire system remains underground between our property lines we can agree to the request. We would like to have an official document which reflects the description of the project to be executed by all parties. Also, we would like for that document to include reciprocity of a Grant of Easement should one ever become necessary for our property in the future. Therefore, please have an Easement Agreement drafted and forward to me for Invitation Homes' review and approval. In the meantime, should you need anything further, please feel free to contact me. Thanks!

With kind regards,

Sharletta *"Shar"* Davis
Regional Paralegal
INVITATION HOMES
9335 Harris Corners Parkway
Suite 100
Charlotte, NC 28269
Phone: 704-817-4345
Email: SDavis@InvitationHomes.com

From: Amy Gordon KW [mailto:amygordon@kw.com]
Sent: Wednesday, August 27, 2014 12:52 PM
To: Sharletta Davis
Subject: 186 Digh Circle

Hello Ms. Davis. Please let me know if you need any detailed information regarding the drain line. We are anxious to begin work as soon as possible.

Thank you.
Amy Gordon
704-577-1727

From: Doug Burchardt [mailto:dburchardt@invitationhomes.com]
Sent: Monday, August 25, 2014 12:11 PM
To: Sharletta Davis
Cc: Amy Gordon KW
Subject: 186 Digh Circle

Shar,
Kindly give Mrs. Gordon and update on her request to run a drain line through the right of way on our asset at 186 Digh Circle.

Thanks,
Doug

From: Amy Gordon Kw Account [mailto:amygordon@kw.com]
Sent: Monday, August 25, 2014 12:02 PM
To: Doug Burchardt
Subject: Re: 121 Langdon Rd.

Hi Doug. I'm just checking in to see if there is any feedback from the owners of 186 Digh Circle regarding what we would like to do.

Is there anything else that you need from us?

Amy Gordon
704-577-1727

AUTHORIZATION TO ACT AS AGENT FOR OWNER

Any application/document/permit requiring a signature must be signed by the property owner or their authorized agent. This form shall be provided by the owner to allow specified individuals to act as agents for the owner. This form allows the specified individuals to sign or receive any application/document/permit on behalf of the owner. This form allows the authorized agent to make decisions on behalf of the owner pertaining to modifications of permits in the field. It is the responsibility of the owner to assure that any/all permit conditions specified on permits issued by this Division are followed.

I, Todd & Amy Gordon, am the legal owner of the property located at 121 Langdon Road, Mooresville, NC 28117, identified as PIN(Parcel Identification Number) 4627 50 3752, located in Iredell County, North Carolina.

I do hereby authorize (print authorized agent/company name) Michael Athanas/Gary McNeeley, Michael Athanas & Associates, Wesley Shaw - Shaw Custom Builders, _____, _____, to act as an agent on my behalf in applying for/signing/obtaining any of the documents described below.

1. Improvement Permit (IP)/ Authorization to Construct (AC).
2. Application for soil-site evaluation (new/repair).
3. Application/permit for water well/well abandonment.
4. Application for existing system.
5. Application for Improvement Permit (IP)/ Authorization to Construct (AC).

I agree to abide by any and all decisions and/or conditions between the agent acting on my behalf and the Iredell County Department of Public Health, Environmental Health Division. This form must be fully executed before the individual's specified above will be recognized as the authorized agent.

Signature of Owner — Date: 3/24/15

Signature of Witness — Date: 3/24/15