STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

July 24, 2006

COUNTY: Iredell

SUBJECT: Right of Way Encroachment Agreement
SR 1217

Rodgeric Connor
129 Tara Lynn Court
Mooresville, NC 28115

Attached is an approved Right of Way Encroachment Agreement covering the installation 60' of 4" sewer main along SR 1217 including a 6" encasement pipe.

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, wetland, streams, endangered species, and historical sites.

Approval is given subject to provisions in the Agreement and attachments thereto which are made a part of the Agreement.

It would be appreciated if you would advise our District Engineer 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 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 the installation.

Respectfully yours,

M. L. Holder

M. L. Holder, P.E.
Twelfth Division Engineer

:bbm

Attachments

cc: Mr. Robert Memory, State Utility Agent (Attachments)
Mr. Patrick Norman, District Two Engineer (Attachments)

P. O. Box 47, Shelby, NC 28151-0047
Telephone: (704) 480-9020 Fax: (704) 480-5401

SR1217

ROUTE Naomi Road PROJECT Sewer STATE OF NORTH CAROLINA COUNTY OF Iredell

DEPARTMENT OF TRANSPORTATION

-AND-

Rodgeric Connor
129 Tara Lynn Ct. Mooresville, NC 28115

RIGHT OF WAY ENCROACHMENT AGREEMENT

PRIMARY AND SECONDARY HIGHWAYS

THIS AGREEMENT, made and entered into this the 18th day of July, 2006, by and between the Department of Transportation, party of the first part; an Rodgeric Connor party of the second part,

W I T N E S S E T H:

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route Naomi Road, located at the corner of Rocky River and Naomi Rd. with the construction and/or erection of reroute septic lines along Naomi Rd in order to pump water to the drain field. (60' of 4" SDR 21 Force Main Sewer with a 6" encasement.)

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 the 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

Brawley & Harwell, P.A.

A PROFESSIONAL CORPORATION
COUNSELLORS AND ATTORNEYS-AT-LAW

BRIAN R. HARWELL

283 NORTH MAIN STREET
POST OFFICE BOX 27
MOORESVILLE, NC 28115-0027

WWW.MOORESVILLELAW.COM

TELEPHONE
(704)-664-1818

FAX
(704)-664-1823

May 11, 2006

Mr. Rodgeric D. Conner
105 Naomi Road
Mooresville, NC 28115

Re: Installation of Septic system and Trespass on Lands of V.A. Johnston, Jr.

Dear Mr. Conner:

It has been brought to my attention that you are trespassing on the lands of V. A. Johnston, Jr. and may have very well installed a septic system on his land. You have no rights in any of the lands retained by the Johnston family.

I am including a survey showing an area marked as Tract 3 which is owned by V.A. Johnston, Jr. We have been told that your recently installed septic system may actually be encroaching on the lands of V.A. Johnston, Jr. You are directed to remove any and all installations of your septic system encroaching on the lands of V.A. Johnston Jr. This is also to serve notice that future trespass on the property may result in your arrest.

Very Truly Yours,

Brian R. Harwell

cc: Iredell County Health Department
318 Turnersburg Hwy
Statesville, NC 28625

Encl.

Brawley & Harwell, P.A.

A PROFESSIONAL CORPORATION
COUNSELLORS AND ATTORNEYS-AT-LAW

BRIAN R. HARWELL

283 NORTH MAIN STREET
POST OFFICE BOX 27
MOORESVILLE, NC 28115-0027

WWW.MOORESVILLELAW.COM

TELEPHONE
(704)-664-1818

FAX
(704)-664-1823

FAX COVER SHEET

FAX NUMBER	704-664-9737
TO	David Hinson
FROM	Brian R. Harwell
DATE	May 15, 2006
RE	105 Naomi Rd. Rodgeric Conner

TOTAL NUMBER OF PAGES (including cover sheet) 3

MESSAGE:

Enclosed is my letter I sent to the Statesville Office and to Rodgeric Conner. Mr. Conner is trespassing on the lands of V. A. Johnston, Jr. This tract has been surveyed by Kestler Surveying and I am attaching a copy of the survey map. The property the Health Department is allowing Mr. Conner to cross with his septic line is **NOT** an easement area and Mr. Connor has **NO** rights on the property identified as Tract 3 on the attached map. Our office has handled all the Johnston transactions of real property for over 100 years and I will assure you that Mr. Conner has no deeded interest in Tract 3 of the attached.

IRS CIRCULAR 230 NOTICE: In order to comply with certain IRS regulations regarding tax advice, we inform you that, unless expressly stated otherwise, any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for purposes of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

PRIVILEGE AND CONFIDENTIALITY NOTE: The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this telecopy is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone and return the original message to us at the above address via the United States Postal Service. Thank you.


HATTIE B. MOORE
NO DEED REFERENCE
JAMES E. REID
674-595
ROBERT G. CALDWELL
603-800
N03°00'00"E 198.27'
N87°38'58"W
EIP
100.01'
IPS
S87°38'58"E
196.81'
N83°39'56"E
EIP
19.55'
IPS
LP
PP
S55°36'02"W
99.00'
EIP
S22°40'54"E
59.71'
N03°00'00"E
60.00'
TRACT 1:
0.448 ACRE
S87°38'58"E
100.00'
IPS
S87°38'58"E
100.00'
IPS
N81°02'43"E
42.09'
IPS
S55°36'02"W
100.00'
EIP
ROBERT G. CALDWELL
895-259
ROBERT S. DAVIS, JR.
860-1623
TOMMY R. CALDWELL
609-233
TRACT 2:
0.321 ACRE
N03°00'00"E
140.01'
S03°00'00"W
140.01'
MARY K. BOST
607-637
CURLEY KNOX
336-156
IPS
S87°38'58"E
100.00'
IPS
RONICA R. BOWERS
TOMMY
PP