



Ivan Dishman

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

March 25, 2013

ANTHONY J. TATA
SECRETARY

WBS ELEMENT: 11C.006015
COUNTY: Avery
DESCRIPTION: Improvement of SR-1210, Old Chestnut Mtn. Road
Right of Way Verification
MEMORANDUM TO: Mr. Ivan Dishman, P. E.
District Engineer
FROM: Daneil S. Miles *DSM*
Division Right of Way Agent
BY: Sam H. George
Right of Way Agent

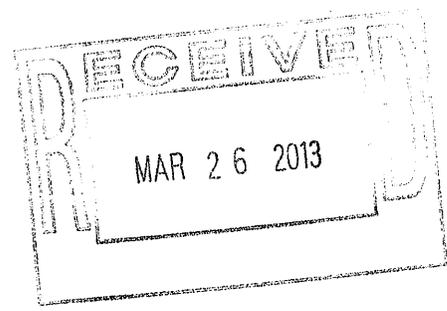
Per your memorandum dated February 20, 2013, this is to advise that a 45' right of way was acquired as an Addition to the System in November, 2000 for Old Chestnut Mtn. Road. This section encompassed .38 mile. All agreements were recorded in December, 2010 in the Avery County Register of Deeds. The secondary road number of 1210 was assigned and approved on January 5, 2001.

Attached are copies of the file documentation for SR-1210, Old Chestnut Mtn. Road, including the request from the District Engineer, county map, right of way agreements, utility inspections, straight line diagram, and all correspondence. If further information is needed, please advise.

DSM;SHG/drv

cc: Mr. M. A. Pettyjohn

Attachments



MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY OFFICE
407 OAKWOODS RD.
WILKESBORO, NC 28697

TELEPHONE: 336-667-9114
FAX: 336-667-1296
WEBSITE: www.ncdot.gov

LOCATION:
407 OAKWOODS RD.
WILKESBORO, NC 28697

Ivan Dishman



RECEIVED
N.C. Dept. of Transportation

MAR 06 2013

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION *Div 11 ROW Branch*

PAT MCCRORY
GOVERNOR

2/20/13

ANTHONY J. TATA
SECRETARY

MEMORANDUM TO: Ms. Daneil Miles
Division Right of Way Agent

FROM: Ivan Dishman P.E. *[Signature]*
District Engineer

SUBJECT: Proposed Improvement **SR 1210 – Old Chestnut Mtn Rd.**
Project: 11C.006015 (R/W) *Avery*
Grade, Drain, Base and Pave
Township : Altamont

For your use in verifying the existing 45' of right of way, I am attaching two copies each of the straight-line sketch, typical section, pole data sheets, tax map, and marked county map. The project will consist of grading, drainage, applying base and paving the road.

All fences and posts will be relocated off the right of way by the state. Paved and concrete drives may have to be cut during construction and tied back with asphalt concrete surface course.

If further information is required, please let me know.

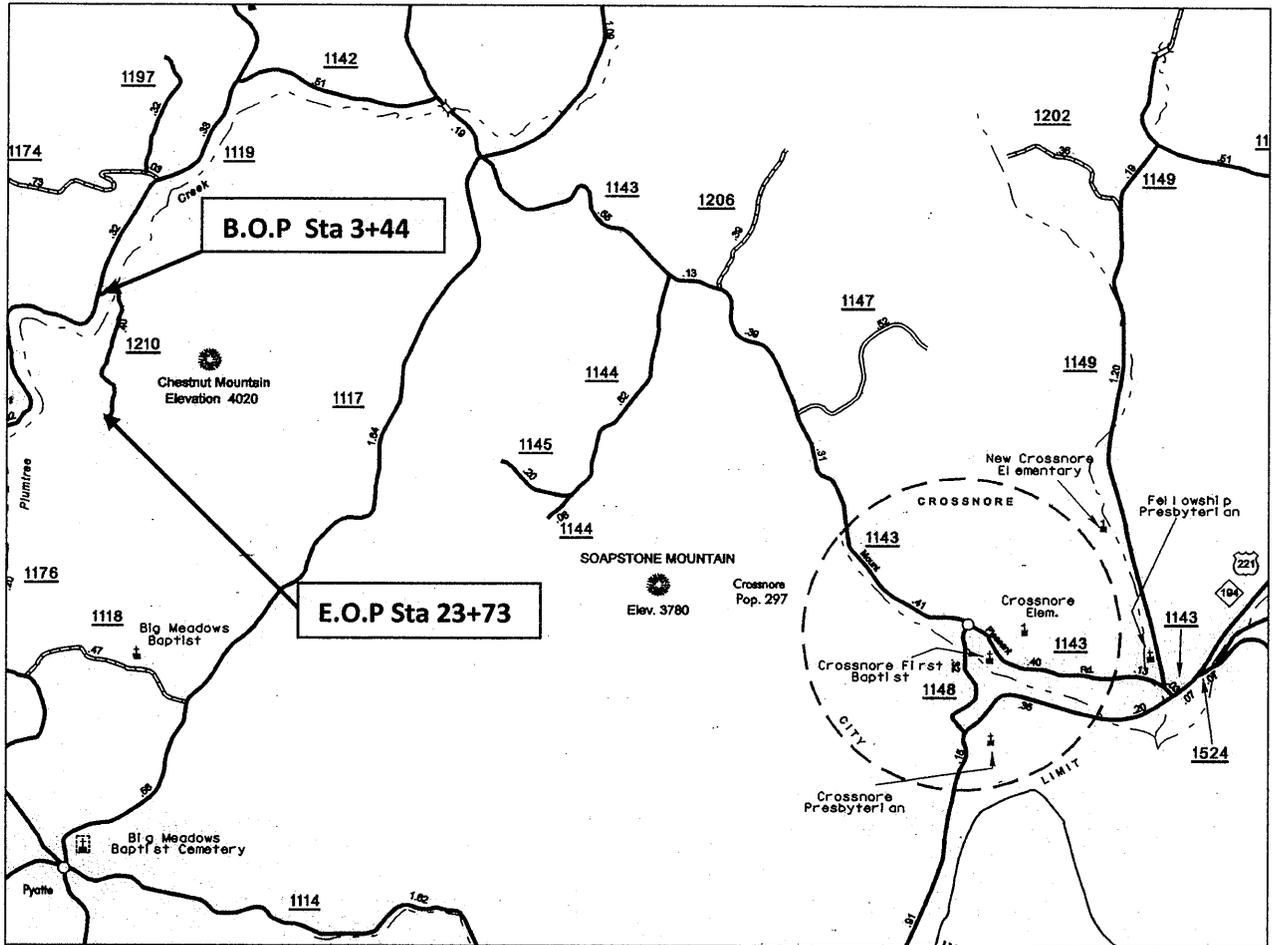
ID:GK

Attachments

cc: Mike Pettyjohn PE, Division Engineer
Jerry Combs, County Maintenance Engineer

Vicinity Map

SR 1210 Old Chestnut Mountain Road – 0.38 miles



POLE DATA

PROJECT: SR1210

COUNTY: AVERY

SHEET 1 OF 1

OWNER OF POLE LINE: MOUNTAIN ELECTRIC

STATION	DIST. FROM CENTER PRESENT ROAD		DIST. FROM CENTER PROJECT		DIST FROM CENTER AFTER MOVING		REMARKS
	LT.	RT.	LT.	RT.	LT.	RT.	
18+63		14'		14'		22.5'	PP, TRAN, 3PW, 2GW
19+79	14'		14'		22.5'		PP, TRAN, 3PW, 2GW
22+05		11'		11'		22.5'	PP, TRAN, 3PW, 2GW
23+66	19'		19'		22.5'		PP, 6PW, 3GW

RECEIVED
 N.C. Dept. of Transportation
 MAR 06 2013
 Div 11 ROW Branch

POLE DATA

PROJECT: SR1210 COUNTY: AVERY SHEET 1 OF 1

OWNER OF POLE LINE: AT&T

STATION	DIST. FROM CENTER PRESENT ROAD		DIST. FROM CENTER PROJECT		DIST FROM CENTER AFTER MOVING		REMARKS
	LT.	RT.	LT.	RT.	LT.	RT.	
18+63		14'		14'		22.5'	4TW,1TC
19+79	14'		14'		22.5'		2TW,1TC
22+05		11'		11'		22.5'	1TW,1TC
23+66	19'		19'		22.5'		3TW,1TC

RECEIVED
 N.C. Dept. of Transportation
 MAR 06 2013
 Div 11 ROW Branch

**SR 1210 OLD CHESTNUT MOUNTAIN ROAD
 AVERY COUNTY
 SLOPE STAKE INFORMATION**

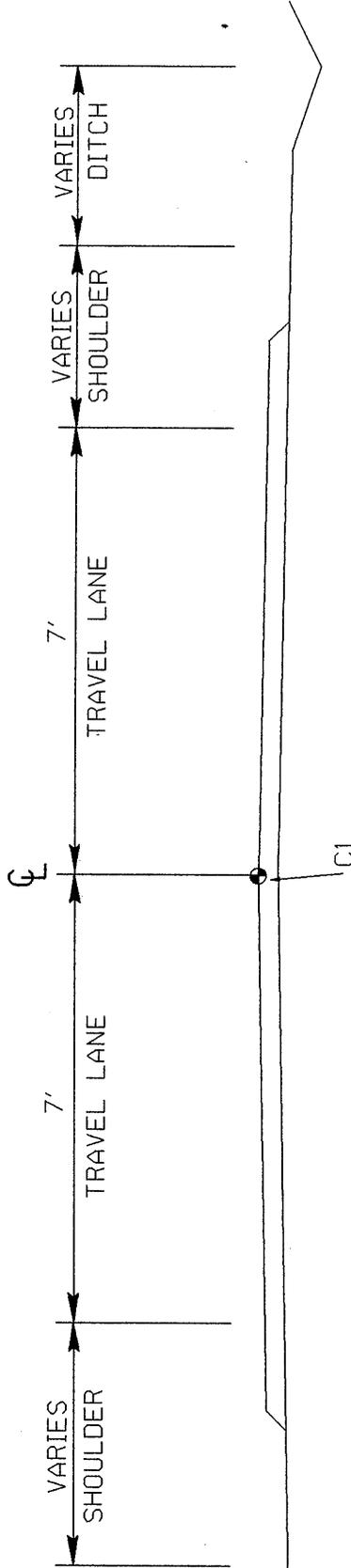
STATION	LEFT	CENTER	RIGHT
4+00	<u>F-0.0</u> 15.0	<u>0.0</u> 0.0	<u>C-3.1</u> 21.7
5+00	<u>C-1</u> 18.5	<u>0.0</u> 0.0	<u>C-1.5</u> 19.3
6+00	<u>C-0.0</u> 22.0	<u>0.0</u> 0.0	<u>F-0.5</u> 16.0
7+00	<u>C-24.7</u> 54.1	<u>0.0</u> 0.0	<u>F-0.0</u> 15.0
8+00	<u>C-8.0</u> 29.0	<u>0.0</u> 0.0	<u>F-18.9</u> 52.8
8+50	NA	<u>0.0</u> 0.0	<u>F-19.0</u> 53.0
9+00	<u>C-0.0</u> 22.0	<u>0.0</u> 0.0	<u>F-0.5</u> 16.0
10+00	<u>C-13.8</u> 37.7	<u>0.0</u> 0.0	<u>F-0.0</u> 15.0
11+00	<u>C-2.5</u> 20.8	<u>0.0</u> 0.0	<u>F-2.0</u> 19.0
12+00	<u>C-19.3</u> 46.0	<u>0.0</u> 0.0	<u>F-1.5</u> 18.0
13+00	<u>C-20.8</u> 48.2	<u>0.0</u> 0.0	<u>F-1.0</u> 17.0
14+00	<u>C-10.7</u> 33.1	<u>0.0</u> 0.0	<u>F-0.0</u> 15.0
15+00	<u>C-8.0</u> 29.0	<u>0.0</u> 0.0	<u>F-0.0</u> 18.0
16+00	<u>C-10.0</u> 32.0	<u>0.0</u> 0.0	<u>F-0.0</u> 15.0
17+00	<u>C-9.0</u> 30.0	<u>0.0</u> 0.0	<u>F-0.0</u> 15.0
18+00	<u>C-11.2</u> 33.8	<u>0.0</u> 0.0	<u>F-0.0</u> 16.0

ROAD NAME: SR1210 (OLD CHESTNUT MTN RD)

COUNTY: WATAUGA

PROJECT (WBS) : 11C.006015 (R/W)
(CONST)

DATE: 02-18-13



14' EXISTING TYPICAL SECTION

RECEIVED
N.C. DEPARTMENT OF TRANSPORTATION

MAR 06 2013

Div 11 ROW Branch

C1	EXISTING GRAVEL ROADBED

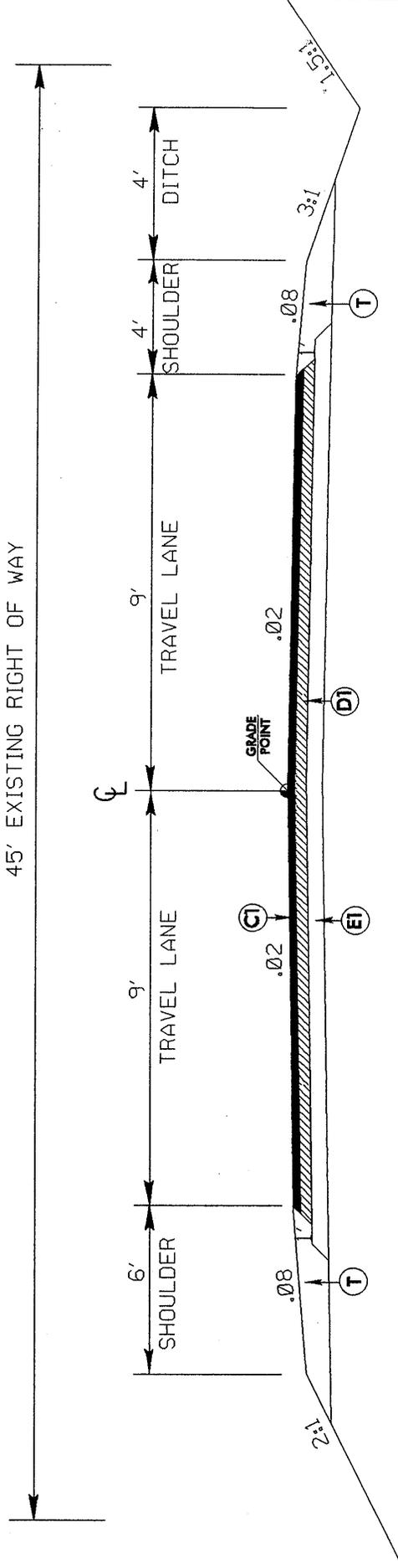
ROAD NAME: SR 1210 (OLD CHESTNUT MTN RD)

COUNTY: WATAUGA

PROJECT (WBS) : 11C.006015(R/W)
(CONST.)

DATE: 02/18/13

NOTE-CONSTRUCT EXTRA WIDENING IN CURVES AS DIRECTED BY ENGINEER



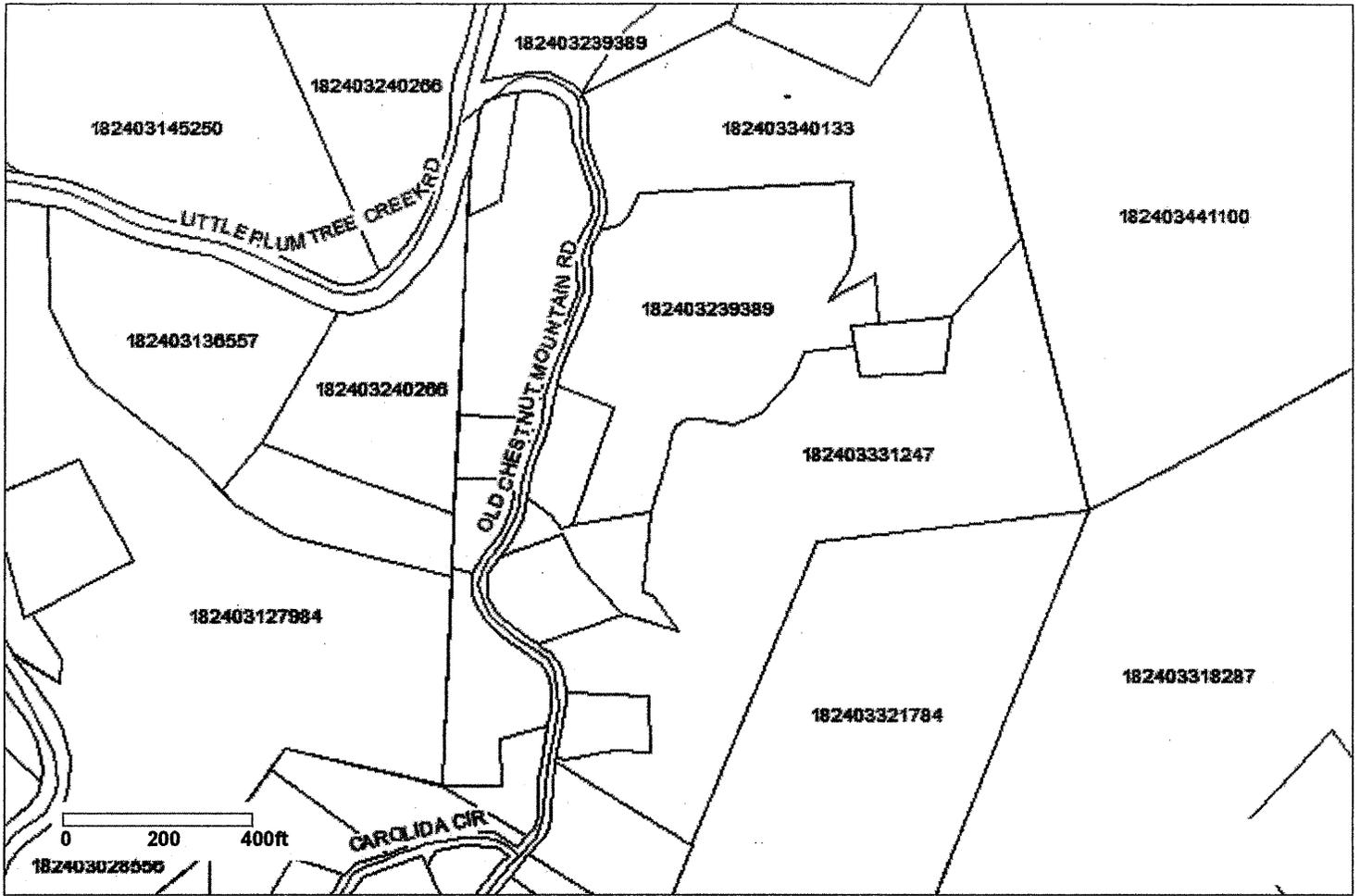
32' TYPICAL SECTION

RECEIVED
N.C. DEPARTMENT OF TRANSPORTATION

MAR 06 2013

DIV. 11 ROW BRANCH

C1
D1
E1
T



Avery County, NC

Disclaimer: The information contained on this page is NOT to be construed or used as a "legal description". Map information is believed to be accurate but accuracy is not guaranteed.

SR1210 Old Chestnut Mountain Road

<http://www.webgis.net> Anderson & Associates, Inc. <http://www.andassoc.com>

RECEIVED
 N.C. Dept. of Transportation
 MAR 06 2013
 DIV. 11 ROW Branch

Last Name	First Name	Alternate Name	Address	City/Town	State	Zip Code	Tax Map	Deed Book 1	Page (DB1)
SHEPPARD	TWANA		PO BOX 44	CROSSNORE	NC	28616	182403233937	188	526
VANCE	BILLY LEE		258 CHESTNUT MOUNTAIN RD	NEWLAND	NC	28657	182403233278	272	496
GATES	ROSE T		PO BOX 341	CROSSNORE	NC	28616	182403234054	196	498
BENFIELD	JESSE & CRYSTAL		315 OLD CHESTNUT MTN RD	NEWLAND	NC	28657	182403225766	229	789
CLARK	RANDALL LEE		215 SPANISH OAK RD	NEWLAND	NC	28657	182403225479	363	35
				CHUTA	GA	31733	182403207689	284	777

RECEIVED
N.C. Dept. of Transportation

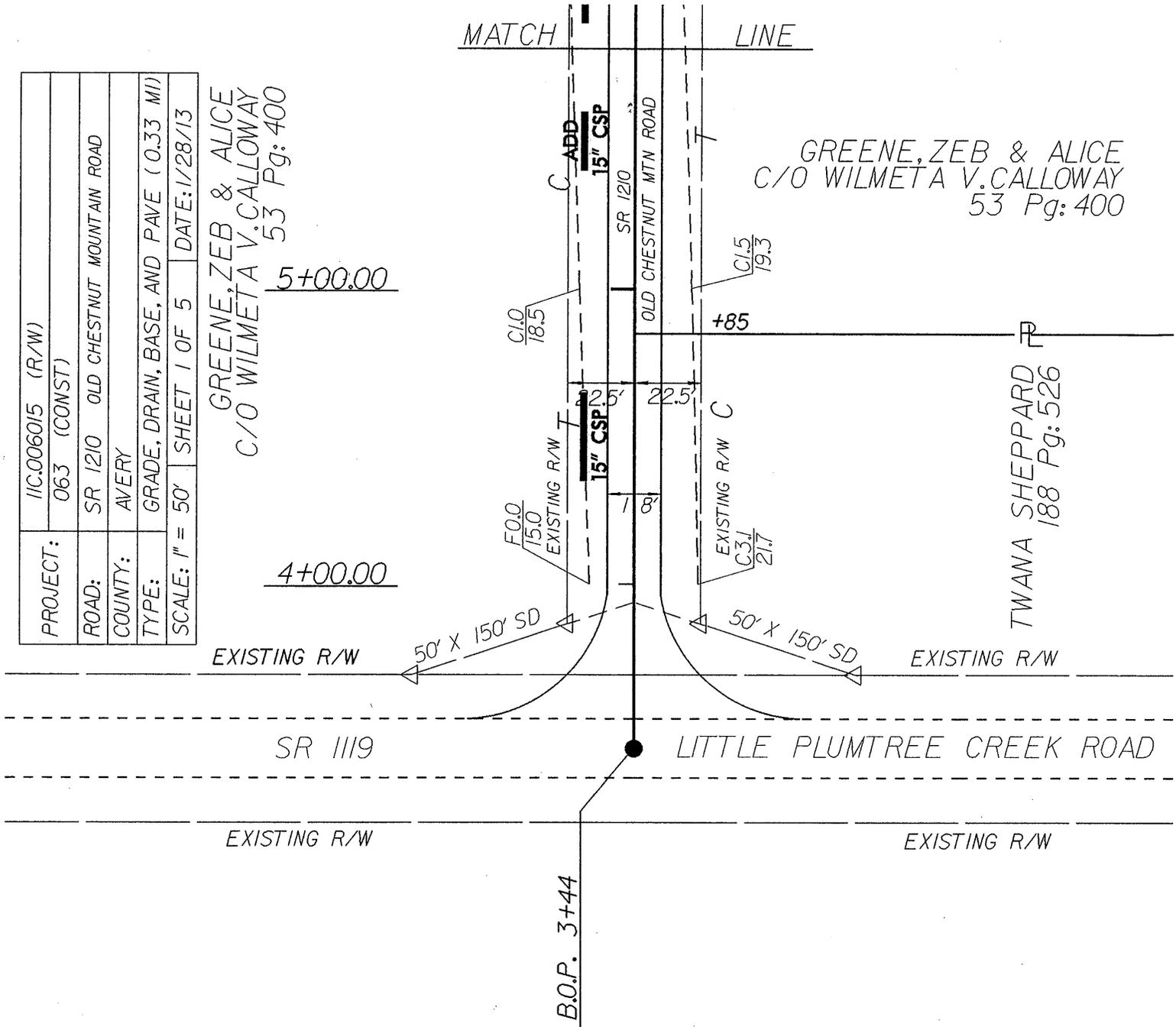
MAR 06 2013

DIV 11 ROW Branch

PROJECT:	IIC.006015 (R/W) 063 (CONST)
ROAD:	SR 1210 OLD CHESTNUT MOUNTAIN ROAD
COUNTY:	AVERY
TYPE:	GRADE, DRAIN, BASE, AND PAVE (0.33 MI)
SCALE:	1" = 50'
SHEET:	1 OF 5
DATE:	1/28/13

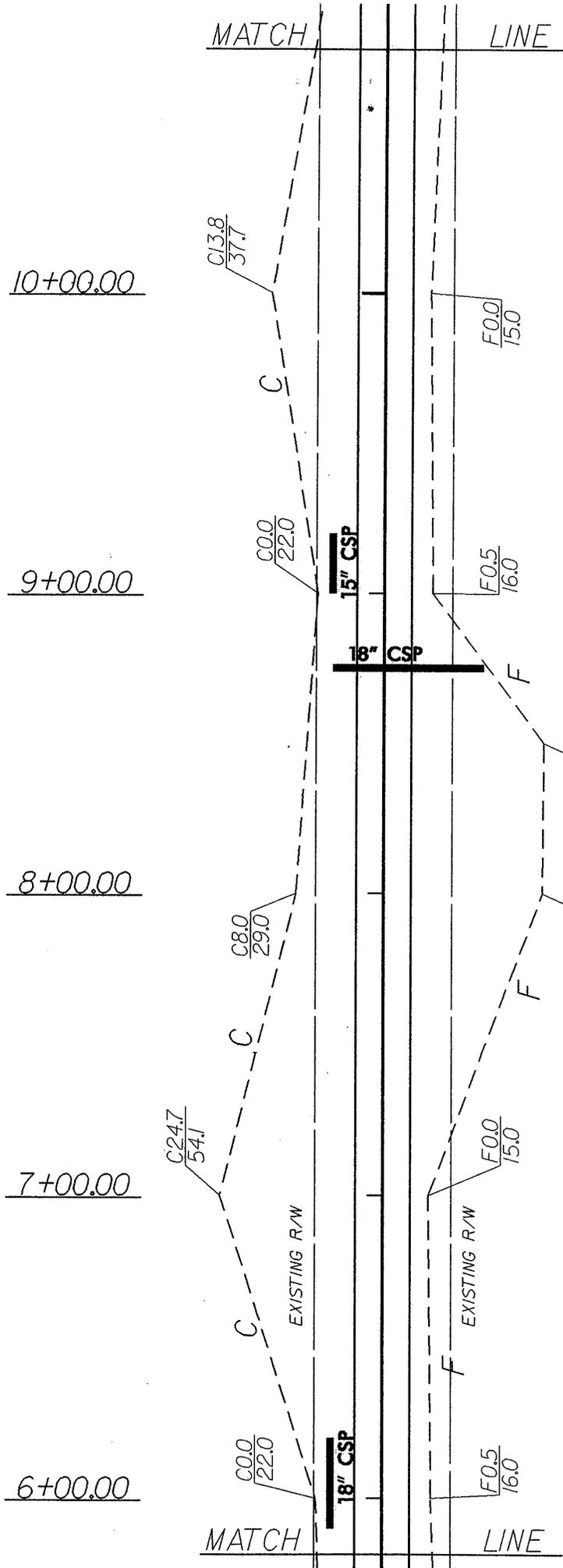
GREENE, ZEB & ALICE
C/O WILMETA V. CALLOWAY
53 Pg: 400

GREENE, ZEB & ALICE
C/O WILMETA V. CALLOWAY
53 Pg: 400



RECEIVED
N.C. Dept. of Transportation
MAR 06 2013
DIV 11 ROW Branch

GREENE, ZEB & ALICE
C/O WILMETA V. CALLOWAY
53 Pg: 400



RECEIVED
N.C. Dept. of Transportation
MAR 06 2013

GREENE, ZEB & ALICE
C/O WILMETA V. CALLOWAY
53 Pg: 400

D. V. H. ROW Branch

RECEIVED

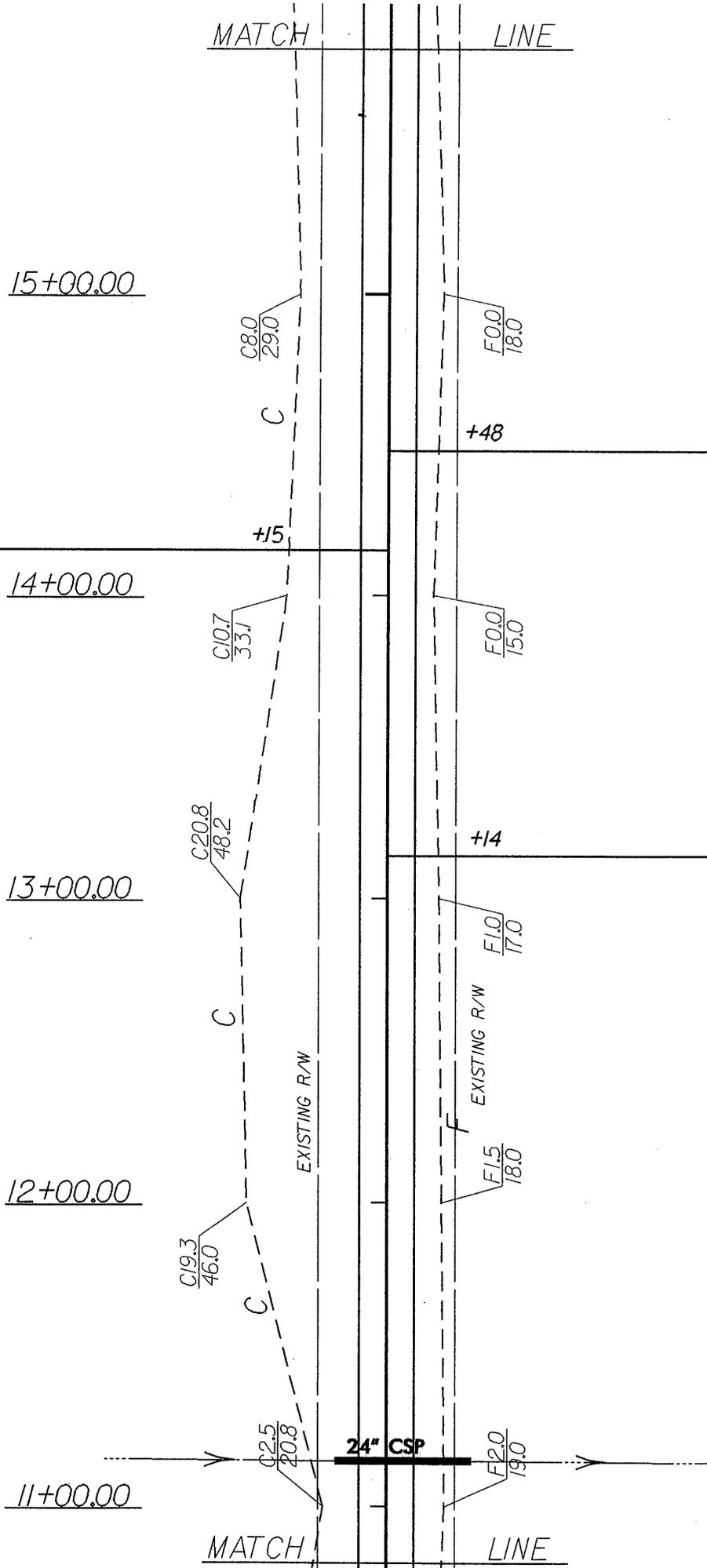
N.C. Dept. of Transportation

MAR 06 2013

GREENE, ZEB & ALICE
C/O WILMETA V. CALLOWAY
53 Pg: 400

SHEET 3 OF 5

STONE, W C &
STONE, WYONA
406 Pg: 106



GREENE, ZEB & ALICE
C/O WILMETA V. CALLOWAY
53 Pg: 400

BUCKLAND, BETSY L
FULLER, L FRANCES
321 Pg: 1179

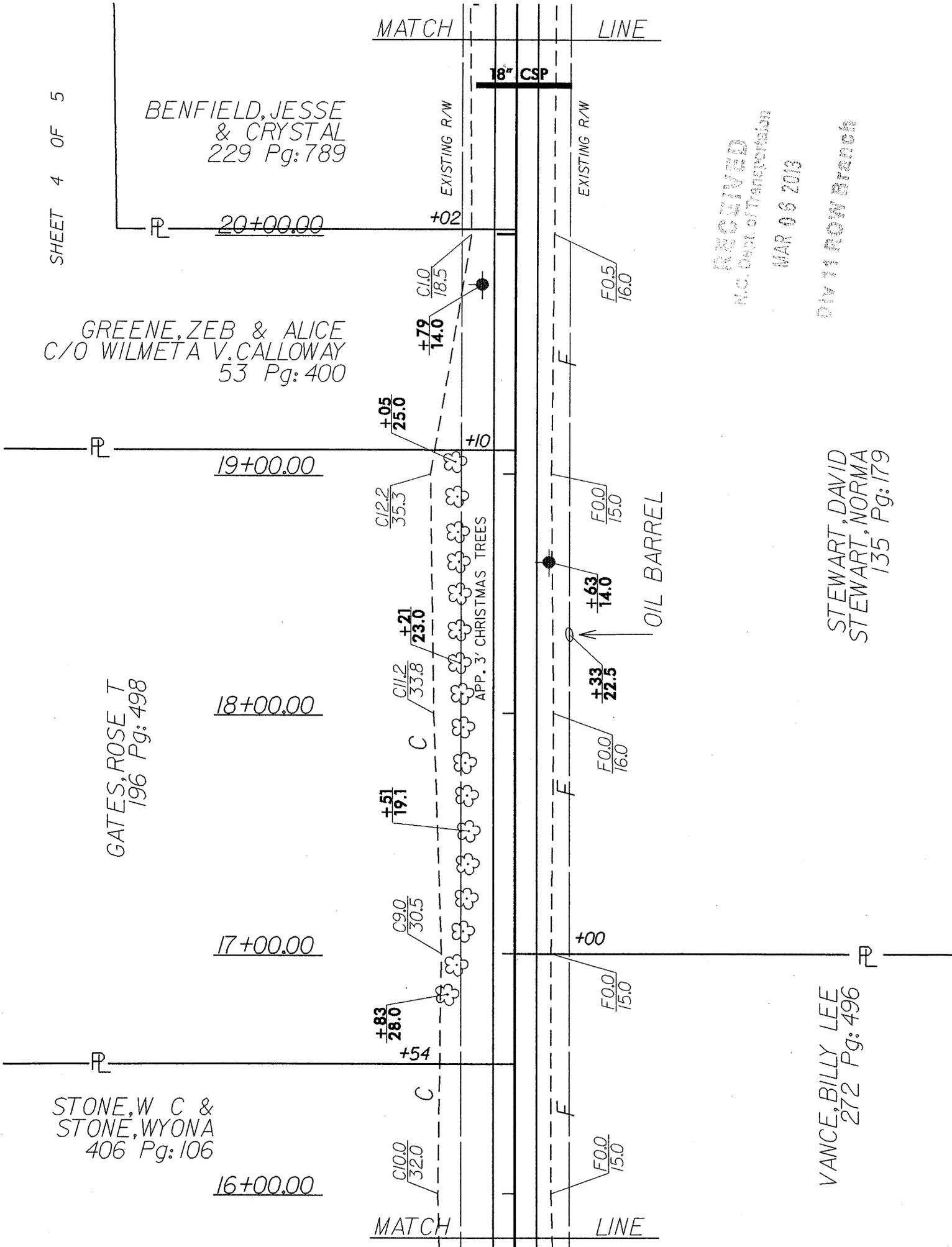
VANCE, BILLY LEE
272 Pg: 496

BENFIELD, JESSE & CRYSTAL
229 Pg: 789

GREENE, ZEB & ALICE
C/O WILMETA V. CALLOWAY
53 Pg: 400

GATES, ROSE T
196 Pg: 498

STONE, W C &
STONE, WYONA
406 Pg: 106



MATCH

LINE

18" CSP

EXISTING R/W

EXISTING R/W

20+00.00

+02

C1.0
18.5

+05
25.0

C12.2
35.3

19+00.00

+10

+79
14.0

+51
19.1

C9.0
30.5

18+00.00

+54

+21
23.0

C11.2
33.8

17+00.00

MATCH

LINE

+00

OIL BARREL

+33
22.5

+63
14.0

F0.0
15.0

F0.0
15.0

F0.0
15.0

F0.0
15.0

RECEIVED
N.C. Dept. of Transportation

MAR 06 2013

Div 11 ROW Branch

STEWART, DAVID
STEWART, NORMA
135 Pg: 179

VANCE, BILLY LEE
272 Pg: 496



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

FEB 09 2001

RIGHT OF WAY BRANCH
DIVISION 11

MICHAEL F. EASLEY
GOVERNOR

DAVID MCCOY
SECRETARY

MEMORANDUM TO: Mr. R. C. McCann, PE
Division 11

FROM: Forrest L. Robson, PE *F.L.R.*
GIS Director

SUBJECT: Road System Changes

We have been authorized to make the following changes in Primary and/or Secondary roads as indicated below. We request that you make similar changes on the related maps and files in Division and District offices, and install appropriate road number signs if necessary. We are updating our records and county maps accordingly. If our system changes do not conform to actual conditions in the field, please return this memorandum with a letter of explanation and recommendations. Thank you for your assistance.

County Owen
Report Date 9-25-00
Road Name Old Chestnut Mt. Rd.
Length 0.40 Miles

Project/Petition Number 44896
Date of Approval 01/05/01
New Number SR 1210
Old Number _____
Cancel Number _____

Check One:

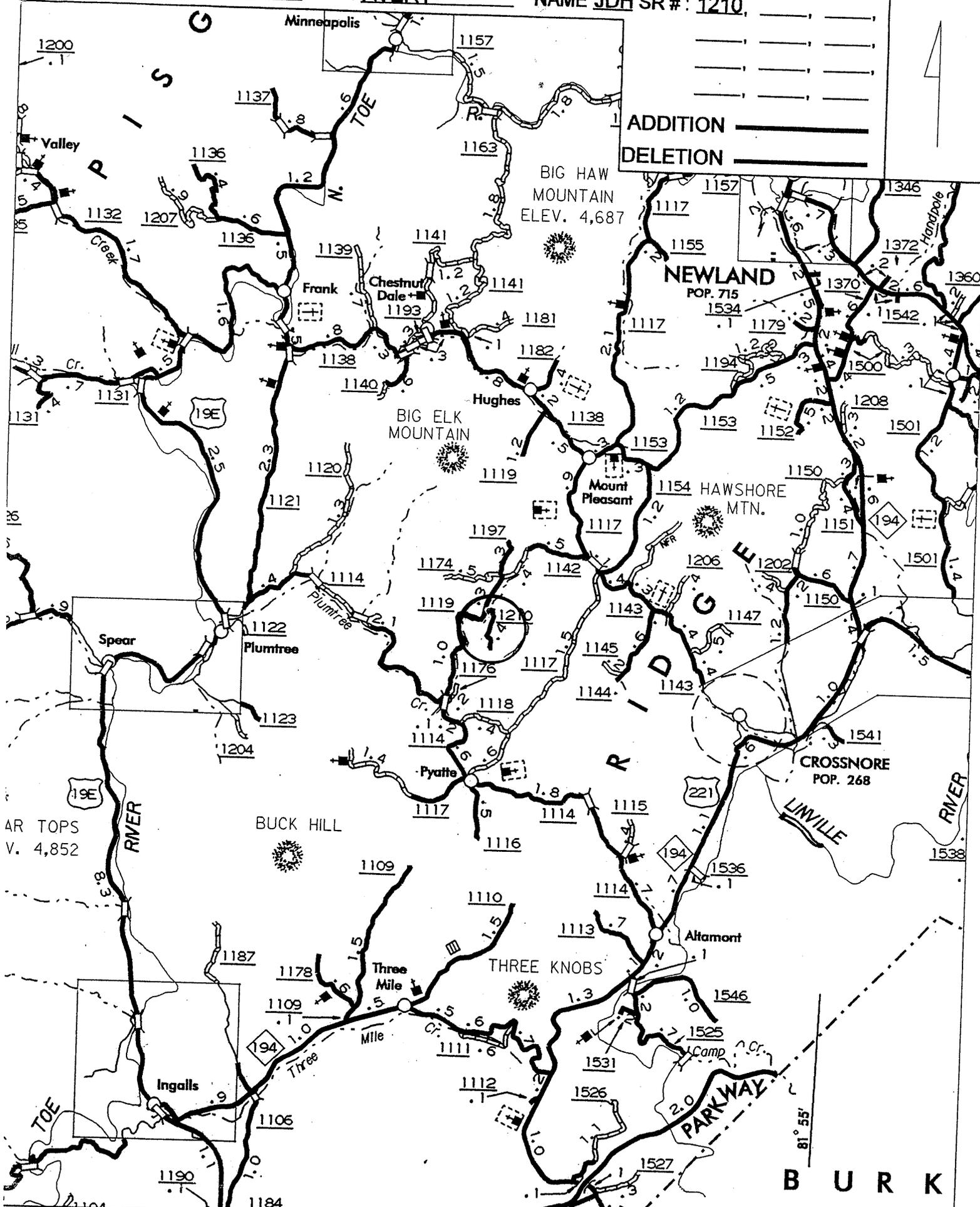
- 1) System Addition
- 2) System Deletion _____
- 3) System Reassignment _____
- 4) Number Reassignment _____

Remarks: (See Attached Map)

F.L.R.

cc: Bridge Department
Traffic Engineering
Right of Way

ADDITION	_____
DELETION	_____





File Copy

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JAMES B. HUNT, JR.
GOVERNOR

P. O. BOX 25201, RALEIGH, NC 27611-5201
December 4, 2000

DAVID MCCOY
SECRETARY

PROJECT: 6.722224 *SR-1210*
COUNTY: Avery
DESCRIPTION: Addition of Old Chestnut Mountain Road

MEMORANDUM TO: Mr. John B. Williamson, Jr.
Manager of Right of Way

FROM: Jimmy L. Caudle *JLC drv*
Senior Right of Way Agent

FOR: J. D. Thompson
Division Right of Way Agent

Attached you will find 11 recorded right of way agreements in connection with the above project. The right of way is 45 feet in width and acquisition is complete on this section. Copies of our straight line sketch, and request from the District Engineer are attached for your information.

Parcel #1 – Twana S. Blevins, Divorced - Special provision concerns a sight distance located at approximate Survey Station 0+00.

Parcel #2 – Alice M. Greene, Widow – Special provision concerns a sight distance located at approximate Survey Station 0+00.

Parcel #3 – Betsy L. Buckland, Divorced

Parcel #3A – L. Frances Fuller and husband, George L. Fuller

Parcel #4 – Patricia A. Burrows, Divorced

Parcel #5 – Billy L. Vance and wife, Patsy S. Vance – Special provisions include the removal (by the property owners) of a propane tank located southwesterly (right) of approximate Survey Station 15+75 and the encasement (by the NCDOT) of a waterline located at approximate Survey Station 14+28.

Parcel #6 – Rose T. Gates, Divorced

Parcel #7 – David Stewart and wife, Norma Stewart – Special provisions concern the removal (by the property owners) of an oil tank located southwesterly (right) of approximate Survey Station 18+32 and Christmas trees located southwesterly (right) of approximate Survey Stations 20+14 to 21+81.

Parcel #8 – Jessie Benfield and wife, Crystal Benfield – Special provision concerns the removal (by the property owners) of Christmas trees located southeasterly (left) of approximate Survey Stations 20+00 to 20+38.

Parcel #9 – Reece Clark and wife, Cora L. Clark – Special provision concerns a 17.5 ft. turn around located southeasterly (left) between approximate Survey Stations 23+28 and 23+58.

Parcel #10 – Carolida Acres Property Owners Association, Inc. – Special provision concerns a 17.5 ft. turn around located on the southeasterly (left) between approximate Survey Stations 23+28 and 23+58.

If further information is needed, please advise.

JLC;JDT/drv
Attachments

P. O. Box 250
North Wilkesboro, NC 28659
PHONE: (336)667-9114 FAX: (336)667-1296



Full Copy

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JAMES B. HUNT, JR.
GOVERNOR

P. O. BOX 25201, RALEIGH, NC 27611-5201
November 20, 2000

DAVID MCCOY
SECRETARY

PROJECT: 6.722224
 COUNTY: Avery
 DESCRIPTION: Addition of Old Chestnut Mountain Road *SR-1210*
 MEMORANDUM TO: Mr. Martin L. Bolick
 District Engineer
 FROM: Jimmy L. Caudle *JLC*
 Senior Right of Way Agent
 FOR: J. D. Thompson
 Division Right of Way Agent

Per your memorandum of April 14, 2000, this is to advise that a 45-ft. right of way has been secured for the above referenced project. A copy of the revised straight line sketch has been enclosed for your information. We have also enclosed copies of the agreements that include special provisions. The special provisions concerning the following parcels are as follows:

- Parcel #1 – Twana S. Blevins, Divorced** - Special provision concerns a sight distance located at approximate Survey Station 3+44.
- Parcel #2 – Alice M. Greene, Widow** – Special provision concerns a sight distance located at approximate Survey Station 3+44.
- Parcel #5 – Billy L. Vance and wife, Patsy S. Vance** – Special provisions include the removal (by the property owners) of a propane tank located southwesterly (right) of approximate Survey Station 15+75 and the encasement (by the NCDOT) of a waterline located at approximate Survey Station 14+28.
- Parcel #7 – David Stewart and wife, Norma Stewart** – Special provisions concern the removal (by the property owners) of an oil tank located southwesterly (right) of approximate Survey Station 18+32 and Christmas trees located southwesterly (right) of approximate Survey Stations 20+14 to 21+81.
- Parcel #8 – Jessie Benfield and wife, Crystal Benfield** – Special provision concerns the removal (by the property owners) of Christmas trees located southeasterly (left) of approximate Survey Stations 20+00 to 20+38.
- Parcel #9 – Reece Clark and wife, Cora L. Clark** – Special provision concerns a 17.5 ft. turn around located southeasterly (left) between approximate Survey Stations 23+28 and 23+58.
- Parcel #10 – Carolida Acres Property Owners Association, Inc.** – Special provision concerns a 17.5 ft. turn around located on the southeasterly (left) between approximate Survey Stations 23+28 and 23+58.

If further information is needed, please advise.

JLC;JDT/drv
cc: Mr. R. C. McCann
Attachments

P. O. Box 250
North Wilkesboro, NC 28659
PHONE: (336)667-9114 FAX: (336)667-1296



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JAMES B. HUNT, JR.
GOVERNOR

P. O. BOX 25201, RALEIGH, NC 27611-5201

November 14, 2000

DAVID MCCOY
SECRETARY

PROJECT: 6.722224
COUNTY: Avery
DESCRIPTION: Addition of Old Chestnut Mountain Road
SUBJECT: Claim of Billy L. Vance and wife, Patsy S. Vance – Parcel #05

Mr. & Mrs. Billy L. Vance
2283 Mtn. Pleasant Road
Newland, NC 28657

Dear Mr. & Mrs. Vance:

This is to advise that all right of way has been secured for the above project. This will be your authorization to remove the **propane tank** located (right) southwesterly of approximate Survey Station **15+75** from the right of way. As agreed, you will please accomplish this work within **thirty (30)** days from receipt of this letter.

As stated in our agreement, the NC Department of Transportation will encase the **water line** crossing on your property, which is located at approximate Survey Station **14+28**, using existing materials or materials furnished by you.

When your work has been completed, please notify this office. We will inspect the area and advise the District Engineer that the right of way is clear.

If you have any questions concerning this matter, please feel free to call me at 336/667-9114 in North Wilkesboro. Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Jimmy L. Caudle".

Jimmy L. Caudle
Senior Right of Way Agent
For: J. D. Thompson
Division Right of Way Agent

JLC;JDT/drv

cc: Mr. Martin L. Bolick
Mr. R. C. McCann

P. O. Box 250
North Wilkesboro, NC 28659
PHONE: (336)667-9114 FAX: (336)667-1296

File Copy



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JAMES B. HUNT, JR.
GOVERNOR

P. O. BOX 25201, RALEIGH, NC 27611-5201

November 14, 2000

DAVID MCCOY
SECRETARY

PROJECT: 6.722224
COUNTY: Avery
DESCRIPTION: Addition of Old Chestnut Mountain Road
SUBJECT: Claim of Jessie Benfield and wife, Crystal Benfield – Parcel #08

Mr. & Mrs. Jessie Benfield
315 Old Chestnut Mtn. Rd.
Newland, NC 28657

Dear Mr. & Mrs. Benfield:

This is to advise that all right of way has been secured for the above project. This will be your authorization to remove the **Christmas trees** located (left) southeasterly of approximate Survey Stations **20+00 to 20+38** from the right of way. As agreed, you will please accomplish this work within **thirty (30)** days from receipt of this letter.

When your work has been completed, please notify this office. We will inspect the area and advise the District Engineer that the right of way is clear.

If you have any questions concerning this matter, please feel free to call me at 336/667-9114 in North Wilkesboro. Thank you for your cooperation in this matter.

Sincerely,

Jimmy L. Caudle
Senior Right of Way Agent
For: J. D. Thompson
Division Right of Way Agent

JLC;JDT/drv

cc: Mr. Martin L. Bolick
Mr. R. C. McCann

P. O. Box 250
North Wilkesboro, NC 28659
PHONE: (336)667-9114 FAX: (336)667-1296



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JAMES B. HUNT, JR.
GOVERNOR

P. O. BOX 25201, RALEIGH, NC 27611-5201
November 14, 2000

DAVID MCCOY
SECRETARY

PROJECT: 6.722224
COUNTY: Avery
DESCRIPTION: Addition of Old Chestnut Mountain Road
SUBJECT: **Claim of David Stewart and wife, Norma Stewart – Parcel #07**

Mr. & Mrs. David Stewart
P. O. Box 131
Crossnore, NC 28616

Dear Mr. & Mrs. Stewart:

This is to advise that all right of way has been secured for the above project. This will be your authorization to remove the **oil tank** located (right) southwesterly of approximate Survey Station **18+32** and the **Christmas trees** located (right) southwesterly of approximate Survey Stations **20+14** to **21+81** from the right of way. As agreed, you will please accomplish this work within **thirty (30)** days from receipt of this letter.

When your work has been completed, please notify this office. We will inspect the area and advise the District Engineer that the right of way is clear.

If you have any questions concerning this matter, please feel free to call me at 336/667-9114 in North Wilkesboro. Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Jimmy L. Caudle".

Jimmy L. Caudle
Senior Right of Way Agent
For: J. D. Thompson
Division Right of Way Agent

JLC;JDT/drv

cc: Mr. Martin L. Bolick
Mr. R. C. McCann

P. O. Box 250
North Wilkesboro, NC 28659
PHONE: (336)667-9114 FAX: (336)667-1296

RIGHT OF WAY AGENT SECONDARY ROAD REPORT

NAME OF SECONDARY ROAD <u>Old Chestnut Mtn.</u>		SECONDARY RD. NO. <u>New Addition</u>	COUNTY NAME <u>Avery</u>
Parcel 1	Twana S. Blevins P.O. Box 44 Crossnore, NC 28616 No Phone	Parcel 7	David Stewart P.O. Box 131 Crossnore, NC 28616 (828) 733-6623
Parcel 2	Alice M. Greene P.O. Box 141 Crossnore, NC 28616 (828) 765-7017	Parcel 8	Jessie Benfield 315 Old Chestnut Mtn. Rd. Newland, NC 28657 (828) 733-0276
Parcel 3	Betsy L. Buckland 4377 Valley Rd. Apt. # 2 Little River, SC (843) 399-1282 L. Frances Fuller P.O. Box 503 Arcadia, FL (863) 494-2398	Parcel 9	Reece Clark 215 Spanish Oak Rd. Newland, NC 28657 (828) 733-2624
Parcel 4	Patricia A. Burrows 221 Old Chestnut Mtn. Rd. Newland, NC 28657	Parcel 10	Carolida Acres Property Owners Association c/o A.K. Wilson 260 Carolida Circle Newland, NC 28657 (828) 733-5392
Parcel 5	Billy L. Vance 2283 Mtn. Pleasant Rd. Newland, NC 28657 (828) 733-9887		
Parcel 6	Rose L. Gates P.O. Box 341 Crossnore, NC 28616 (828) 733-1602		

LITTLE PLUMTREE CREEK BRIDGE ASSOCIATION

260 CAROLIDA CIRCLE
NEWLAND, NC 28657
(828) 733-5392

September 8, 2000

Mountain Electric Cooperative
P.O. Box 1240
Newland, NC 28657-1240

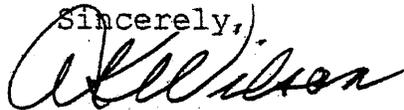
Attn: Mr. W.R. Caraway, District Manger
Project # 6.722224

Dear Mr. Caraway:

This is to acknowledge the receipt of your September 5, 2000 letter concerning this Association paying for the movement of power poles on Old Chestnut Mountain Road. This is to confirm that we will pay for the work performed by your Company, as discussed with you on the telephone on September 1, 2000. I will furnish the NC Dept. of Transportation a copy of your 9-5-00 letter and the attachment so that they will have a copy of this file when I go see Mr. Martin Bolick, Wednesday, 9-13-00.

If I can be of any assistance to your company in this matter please call me at the above number.

Sincerely,



A.K. Wilson



Mountain Electric Cooperative, Inc.

604 South Church Street P. O. Box 180

Mountain City, Tennessee 37683-0180

Telephone 423 727-1800

September 5, 2000

Little Plumtree Creek Bridge Association
Attention: A.K. Wilson
260 Carolina Circle
Newland, N.C. 28657

Project # 6.722224
County: Avery

REF: New addition-road improvement on Old Chestnut Mtn. Road

TO WHOM IT MAY CONCERN:

This is to advise the association that Mountain Electric Coop will locate the lines and pole structures under Policy Bulletin 10-7 included.

My conversation with Mr. A.K. Wilson indicated that the association would pay for the relocation of power lines and poles due to the widening of the road. Mr. Dudley Harris, MEC Staking Engineer will complete the necessary staking for the pole location.

Upon advisement from the association to go ahead and start the necessary engineering, please feel free to call Mr. Harris at (828) 733-0159 ext. 33 or William Caraway, District Manager at (828) 733-0159 ext. 30.

Mr. Harris will be attending school the week of Sept. 4th and will return Sept. 11 and can initially start the staking on this project. Also, find included our Policy Bulletin 10-7. If you have any further questions, call me at (828) 733-0159 ext. 30.

Sincerely,

William D. Caraway
Dist. Manager
MEC

Branch Office
P.O. Box 1240

Newland, North Carolina 28657-1240
Telephone (828) 733-0159

Branch Office
P.O. Box 103

Roan Mountain, Tennessee 37687-0103
Telephone (423) 772-3521

MOUNTAIN ELECTRIC COOPERATIVE, INC.

Policy Bulletin No. 10-7

SUBJECT: Relocation of Lines

POLICY:

The Cooperative will relocate its lines when such relocation is necessary, practical, and justified. In all instances the Cooperative shall be the sole judge of circumstances concerning necessity, practicality, and justification. Relocation of lines shall be as follows:

- * 1. Lines along roads which are being widened or relocated will be relocated at the expense of the Cooperative provided that said lines are on public right-of-way or on right-of-way which had been donated by the property owner.
- * 2. Lines along roads which are being widened or relocated shall be relocated at the expense of the State or County if said lines are on property for which the property owner is being paid by the State or County for right-of-way.
3. When a property owner requests the relocation of lines on his property, the cost of relocation will be borne by the property owner.

The person or agency requiring the relocation of the Cooperative's lines shall provide the Cooperative with suitable right-of-way for the relocated facilities at no cost to the Cooperative.

Written agreements and advance deposits covering proposed relocation of lines may be required by the Cooperative at its discretion.

EFFECTIVE: May 1, 1994

REVISED: March 25, 1994

9-2-00

* MR. CARAWAY SAYS THESE APPLY TO STATE ROADS AND OUR ROAD FALLS UNDER #3.

OFFICIAL CHECK

FOR THE DOCUMENTARY PAYABLE TO THE ORDER OF THE SECURITY DEPARTMENT

155287350

09/13/2000

0005365

FIRST UNION

Pay To The Order Of N. C. DEPARTMENT OF TRANSPORTATION \$ 30,000.00 Dollars

*THIRTY THOUSAND DOLLARS AND 00 CENTS

NEW BRIDGE

DRAWER: FIRST UNION NATIONAL BANK

[Signature]
Authorized Signatory

For Issued By: Integrated Payment Systems, Inc., Englewood, Colorado
Key Bank National Association, Denver, Colorado

⑈ 350927⑈ ⑆ 102003918⑆ 58000 155287350⑈

THE VARIABLE TONE BACKGROUND AREA OF THIS DOCUMENT CHANGES COLOR GRADUALLY AND SMOOTHLY FROM DARKER TONES AT BOTH TOP AND BOTTOM TO THE LIGHTEST TONE IN THE MIDDLE.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JAMES B. HUNT, JR.
GOVERNOR

P. O. BOX 25201, RALEIGH, NC 27611-5201
September 1, 2000

DAVID MCCOY
SECRETARY

PROJECT: 6.722224
COUNTY: Avery
DESCRIPTION: **New Addition – Old Chestnut Mountain Road**
SUBJECT: Encroachment Agreement
Utility Conflict – Mountain Electric Membership Corporation
P.O. Box 1230
Newland, NC 28657

This is to advise that Mr. Dudley Harris of your company, Johnny Brown of the Avery County Maintenance office, and Brandon Greer of this office held an inspection of the above conflict on May 23, 2000. At this time, it was determined that the facilities located at approximate Survey Stations 18+63, 19+79, and 22+05 are in conflict with this project and will be relocated at the expense of the property owners. Facilities located at approximate Survey Stations 17+00 and 23+66 may remain at their present location. Before Old Chestnut Mountain Road may be added to the state system encroachment agreements must be on file for the above-mentioned project.

A copy of the utility investigation sheet is enclosed. We shall appreciate your further handling of this project as soon as possible.

If you have any questions concerning this matter, please feel free to call me at (828)265-5380 in Boone.

Sincerely,

A handwritten signature in cursive script that reads "Martin L. Bolick".

Martin L. Bolick
District Engineer

MLB:bsg
Attachments
cc: Mr. R.C. McCann, P.E., Division Engineer
Mr. Johnny Brown

P. O. Box 1460
Boone, NC 28607
PHONE: (828)265-5380 FAX: (828)265-5414

**SECONDARY ROADS
UTILITIES INSPECTION REPORT**

Agent: BRANDON S. GREER

Date of Investigation: 5-23-00

County: AVERY

Addition Improvement

Road Number (if applicable) SR-

Road Name: Old Chestnut Mountain

Utility Company: Mountain Electric

Representative(s): Dudley Harris

DOT Maintenance Representative(s): Johnny Brown

Facilities at Survey Stations to be moved at expense of the Utility Company or Property Owner:

- 18+63 (PP-1Trans. - 3PW - 2GW, move 8')
- 19+79 (PP-3PW - 1Trans. - 2GW, move 9')
- 22+05 (PP-1Trans. - 3PW - 2GW, move 10')

Facilities at Survey Stations to be moved at expense of DOT:

- _____
- _____
- _____

Facilities at Survey Stations that may remain in present location:

- 17+00 (1GW)
- 23+66 (PP - 6PW - 3GW)



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JAMES B. HUNT, JR.
GOVERNOR

P. O. BOX 25201, RALEIGH, NC 27611-5201
September 1, 2000

DAVID MCCOY
SECRETARY

PROJECT: 6.722224
COUNTY: Avery
DESCRIPTION: New Addition - Old Chestnut Mountain Road

SUBJECT: Encroachment Agreement
Utility Conflict - BellSouth Telecommunications, Inc.
1047 Harper Ave
Lenoir, NC 28645

This is to advise that Ms. Vicki Wedding of your company, Johnny Brown of the Avery County Maintenance office, and Brandon Greer of this office held an inspection of the above conflict on May 23, 2000. At this time, it was determined that the facilities located at approximate Survey Stations 18+63, 19+79, and 22+05 are in conflict with this project and will be relocated at the expense of BellSouth Telecommunications. Facilities located at approximate Survey Stations 17+00 and 23+66 may remain at their present location. Before Old Chestnut Mountain Road may be added to the state system encroachment agreements must be on file for the above-mentioned project.

A copy of the utility investigation sheet is enclosed. We shall appreciate your further handling of this project as soon as possible.

If you have any questions concerning this matter, please feel free to call me at (828)265-5380 in Boone.

Sincerely,

Martin L. Bolick

District Engineer

MLB:bsg

Attachments

cc: Mr. R.C. McCann, P.E., Division Engineer
Mr. Johnny Brown

**SECONDARY ROADS
UTILITIES INSPECTION REPORT**

Agent: BRANDON S. GREER

Date of Investigation: 5-23-00

County: AVERY

Addition

Improvement

Road Number (if applicable) SR-

Road Name: Old Chestnut Mountain

Utility Company: BELL SOUTH

Representative(s): VICKI WEDDING

DOT Maintenance Representative(s): Johnny Brown

Facilities at Survey Stations to be moved at expense of the Utility Company or Property Owner:

18+63 (4 TW - ITC, move 8')
19+79 (2 TW - ITC, move 9')
22+05 (1 TW - ITC, move 10')

Facilities at Survey Stations to be moved at expense of DOT:

Facilities at Survey Stations that may remain in present location:

17+00 (1 GW)
23+66 (3 TW - ITC)



RECEIVED

MAY 4 2000

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

NC DEPT OF TRANSPORTATION
DISTRICT ENGINEER
BOONE, NC 28607
DAVID MCCOY
SECRETARY

JAMES B. HUNT, JR.
GOVERNOR

BOONE DISTRICT OFFICE

April 14, 2000

EVERY COUNTY

RECEIVED
N.C. DEPT OF TRANSPORTATION

MEMORANDUM TO: Joe Thompson
Division Right of Way Agent

APR 18 2000

FROM: Martin L. Bolick
District Engineer

RIGHT OF WAY BRANCH
DIVISION 11

SUBJECT: Proposed New Addition
Old Chestnut Mountain Rd.
Work Order 6.722224

For your use in acquiring 45 feet of right of way, I am attaching two copies each of the straight-line sketch, tax map, pole data sheets, petition and a marked county map. This will be a project to improve to an acceptable maintenance condition.

Please note the proposed 30' x 40' turnaround from Sta. 23+28 Lt. to Sta. 23+58 Lt.

The existing pavement will be demolished during improvements. The property owners will be responsible for the 84" Bit. coated pipe and the NC DOT will install pipe at Sta. 3+75. The Christmas Trees, from Sta. 20+14 Rt. to Sta. 21+81 Rt., will have to be cut from the proposed right of way. The propane tank at Sta. 15+75 Rt. will have to be removed from the right of way by the property owners.

The property owners must remove all fences and post from the right of way. Paved and concrete drives may have to be cut during improvements and tied back with ABC. Property owners will be responsible for relocation of all utilities. Also, any utility that is agreed upon to remain within the right of way may do so by encroachment agreement only.

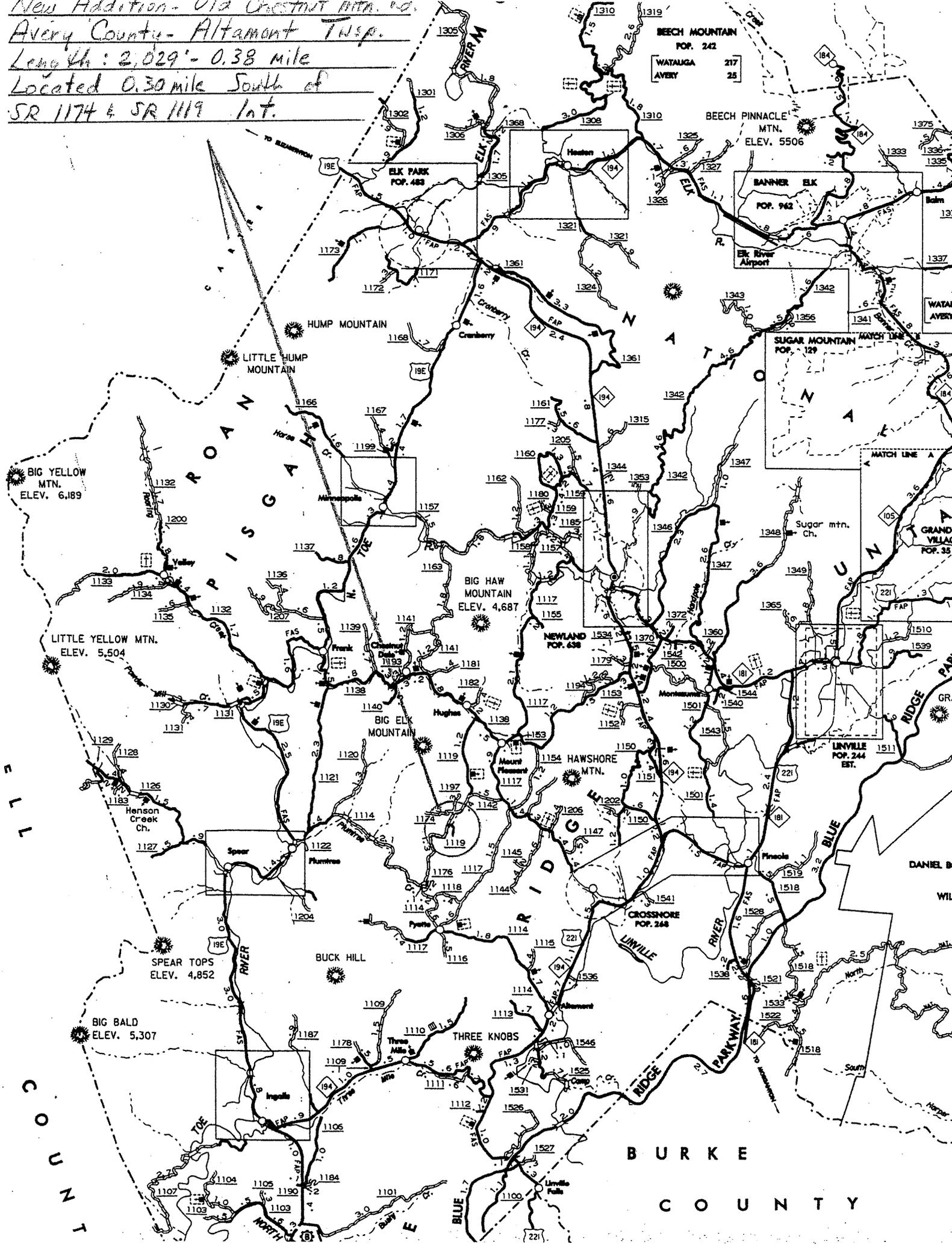
If additional information is required, please let me know.

MLB/KKW: kw

Attachments

cc: R. C. McCann, P. E., Division Engineer
Johnny Brown, County Maintenance Engineer

New Addition - Via Chestnut Mtn. rd.
Avery County - Altamont Twp.
Length: 2,029' - 0.38 mile
Located 0.30 mile South of
SR 1174 & SR 1119 Int.



RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Altamont

PARCEL 1
PROJECT: 6.722224

Old Chestnut Mountain Road
Local Name of Road

Twana Blevins, Divorced

the undersigned owners of that certain property described in Deed Book 188 at Page 526 in the Register of Deeds Office of Avery County, bounded by ... recognizing the benefits to said property by reason of the Department of Transportation assuming responsibility for the maintenance of the above-described road, hereby grants to the Department of Transportation, the right of way for said proposed road and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Department, its successors and assigns for all purposes for which the Department is authorized by law to subject said right of way; said right of way being the width indicated and across said property as follows:

45-ft. in width measured 22.5-ft. on each side of the center line of said proposed road, and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of road.

It is understood and agreed that the 45-ft. right of way hereinabove referred to has been staked out upon the property of the undersigned and that the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, and fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Admin. Code t.19A, r.02E.0404.

This agreement also includes additional right of way at the intersection located at approximate Survey Station 3+44, described as follows:

Beginning at the intersection of the center line of the project with the center line of SR-1119, measure 50 feet along center line of the project in an easterly direction setting Point A.

Beginning again at said intersection, measure 150 feet southerly along center line of SR-1119, setting Point B.

The additional right of way comprises the triangle bounded by the two roads and a straight line from A to B.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 16 day of November, 2000.

Twana Blevins (Signature) (SEAL) Twana Blevins

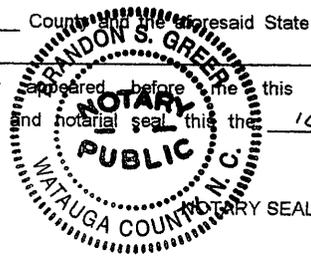
(SEAL) (SEAL)

STATE OF North Carolina COUNTY OF AVERY

I, Brandon S. Greer a Notary Public of Watauga County in the aforesaid State do hereby certify that Twana Blevins (divorced)

personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal this the 16 day of November, 2000. My Commission Expires: 8-16-04

Brandon S. Greer (Signature) NOTARY PUBLIC (Signature)



STATE OF NORTH CAROLINA, Avery County the foregoing certificate(s) of is (are)

certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Avery County, N.C. in Book 337, Page 347. This 16th day of November A.D. 2000 at 11:13 o'clock A.M.

Register of Deeds - Recorded and Verified

Drawn By: Brandon S. Greer Checked By: (For addition to system where right of way is staked out on ground) Revised December 1992

RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Altamont

PARCEL 2
PROJECT: 6.722224

Old Chestnut Mountain Road
Local Name of Road

Alice M. Greene, Widow

the undersigned owners of that certain property described in Deed Book _____ at Page _____ in the Register of Deeds Office of Avery County, bounded by _____ recognizing the benefits to said property by reason of the Department of Transportation assuming responsibility for the maintenance of the above-described road, hereby grants to the Department of Transportation, the right of way for said proposed road and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Department, its successors and assigns for all purposes for which the Department is authorized by law to subject said right of way; said right of way being the width indicated and across said property as follows:

45-ft. in width measured 22.5-ft. on each side of the center line of said proposed road, and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of road.

It is understood and agreed that the 45-ft. right of way hereinabove referred to has been staked out upon the property of the undersigned and that the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, and fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Admin. Code t.19A, r.02E.0404.

This agreement also includes additional right of way at the intersection located at approximate Survey Station 3+44, described as follows:

Beginning at the intersection of the center line of the project with the center line of SR-1119, measure 50 feet along center line of the project in a easterly direction setting Point A.

Beginning again at said intersection, measure 150 feet northerly along center line of SR-1119, setting Point B.

The additional right of way comprises the triangle bounded by the two roads and a straight line from A to B.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 16 day of November, 2000.

Alice M. Greene (SEAL) _____ (SEAL)
Alice M. Greene

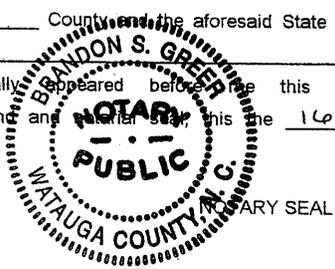
(SEAL) _____ (SEAL)

STATE OF North Carolina COUNTY OF AVERY

I, Brandon S. Greer a Notary Public of Watauga County, in and for the aforesaid State do hereby certify that Alice M. Greene (widow)

personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and Notary Seal, this the 16 day of November, 2000. My Commission Expires: 8-16-04

Brandon S. Greer
NOTARY PUBLIC (Signature)



STATE OF NORTH CAROLINA, _____ County the foregoing certificate(s) of _____ is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of _____ County, N.C. in Book 337, Page 278. This _____ day of _____ A.D. 2000 at _____ o'clock _____ M.

Register of Deeds - Recorded and Verified

Drawn By: Brandon S. Greer Checked By: _____
(For addition to system where right of way is staked out on ground) Revised December 1992

RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Altamont

PARCEL 3
PROJECT: 6.722224

Old Chestnut Mountain Road
Local Name of Road

Betsy L. Buckland, Divorced

the undersigned owners of that certain property described in Deed Book 321 at Page 1179 in the Register of Deeds Office of Avery County, bounded by _____ recognizing the benefits to said property by reason of the Department of Transportation assuming responsibility for the maintenance of the above-described road, hereby grants to the Department of Transportation, the right of way for said proposed road and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Department, its successors and assigns for all purposes for which the Department is authorized by law to subject said right of way; said right of way being the width indicated and across said property as follows:

45-ft. in width measured 22.5-ft. on each side of the center line of said proposed road, and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of road.

It is understood and agreed that the 45-ft. right of way hereinabove referred to has been staked out upon the property of the undersigned and that the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, and fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Admin. Code t.19A, r.02E.0404.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 24 day of July, 2000.

Betsy L. Buckland (Divorced) (SEAL) _____ (SEAL)
Betsy L. Buckland

(SEAL) _____ (SEAL)

STATE OF SC COUNTY OF Horry

I, Wanda A Wilder a Notary Public of Horry County and the aforesaid State do hereby certify that Betsy L. Buckland

_____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal, this the 24 day of July, 2000. My Commission Expires: FEB 6 2008

Wanda A Wilder
NOTARY PUBLIC (Signature)

NOTARY SEAL

STATE OF NORTH CAROLINA, Avery County the foregoing certificate(s) of _____ is (are)

certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Avery County, N.C. in Book 336, Page 1201 This 17th day of November A.D. 2000 at 18:43 o'clock P. M.

Register of Dees

Drawn By: Brandon S. Green
(For addition to system where right of way is staked out on gro

Post-it® Fax Note	7671	Date	# of pages ▶
To	<u>BRANDON</u>	From	
Co./Dept.		Co.	
Phone #		Phone #	
Fax #		Fax #	

RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Altamont

PARCEL 3A
PROJECT: 6.722224

Old Chestnut Mountain Road
Local Name of Road

L. Frances Fuller and husband, George L. Fuller

the undersigned owners of that certain property described in Deed Book 321 at Page 1179 in the Register of Deeds Office of Avery County, bounded by _____ recognizing the benefits to said property by reason of the Department of Transportation assuming responsibility for the maintenance of the above-described road, hereby grants to the Department of Transportation, the right of way for said proposed road and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Department, its successors and assigns for all purposes for which the Department is authorized by law to subject said right of way; said right of way being the width indicated and across said property as follows:

45-ft in width measured 22.5-ft on each side of the center line of said proposed road, and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of road.

It is understood and agreed that the 45-ft right of way hereinabove referred to has been staked out upon the property of the undersigned and that the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, and fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Admin. Code t.19A, r.02E.0404.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 2 day of

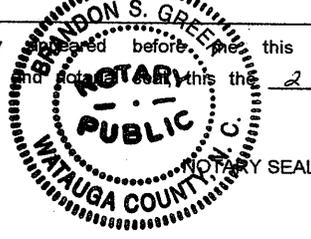
June, 2000.
L. Frances Fuller (SEAL) _____ (SEAL)

George L. Fuller (SEAL) _____ (SEAL)
George L. Fuller

STATE OF North Carolina COUNTY OF AVERY

I, Brandon S. Green a Notary Public of Watauga County and the aforesaid State do hereby certify that L. Frances Fuller and husband, George L. Fuller personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and seal this the 2 day of June, 2000. My Commission Expires: 8-16-04

Brandon S. Green
NOTARY PUBLIC (Signature)



STATE OF NORTH CAROLINA, _____ County the foregoing certificate(s) of _____ is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of _____ County, N.C. in Book 336, Page 1203 This _____ day of _____ A.D. 20__ at _____ o'clock _____ M.

Register of Deeds - Recorded and Verified

Drawn By: Brandon S. Green Checked By: _____
(For addition to system where right of way is staked out on ground) Revised December 1992

RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Altamont

PARCEL 4
PROJECT: 6.722224

Old Chestnut Mountain Road
Local Name of Road

Patricia A. Burrows, Divorced

the undersigned owners of that certain property described in Deed Book 325 at Page 77 in the Register of Deeds Office of Avery County, bounded by _____ recognizing the benefits to said property by reason of the Department of Transportation assuming responsibility for the maintenance of the above-described road, hereby grants to the Department of Transportation, the right of way for said proposed road and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Department, its successors and assigns for all purposes for which the Department is authorized by law to subject said right of way, said right of way being the width indicated and across said property as follows:

45-ft. in width measured 22.5-ft. on each side of the center line of said proposed road, and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of road.

It is understood and agreed that the 45-ft. right of way hereinabove referred to has been staked out upon the property of the undersigned and that the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, and fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Admin. Code t.19A, r.02E.0404.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

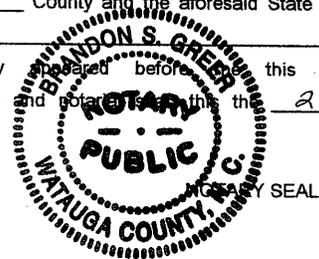
IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 2 day of June, 2000.

Patricia A. Burrows (Divorced) (SEAL) _____ (SEAL)
Patricia A. Burrows
_____(SEAL) _____ (SEAL)

STATE OF North Carolina COUNTY OF AVERY

I, Brandon S. Greer a Notary Public of Watauga County and the aforesaid State do hereby certify that Patricia A. Burrows (Divorced) personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notary seal this 2 day of June, 2000. My Commission Expires: 8-16-04

Brandon S. Greer
NOTARY PUBLIC (Signature)



STATE OF NORTH CAROLINA, _____ County the foregoing certificate(s) of _____ is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of _____ County, N.C. in Book 336, Page 1203. This _____ day of _____ A.D. 2000 at _____ o'clock _____ M.

Register of Deeds - Recorded and Verified

Drawn By: Brandon S. Greer Checked By: _____
(For addition to system where right of way is staked out on ground) Revised December 1992

RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Altamont

PARCEL 5
PROJECT: 6.722224

Old Chestnut Mountain Road
Local Name of Road

Billy L. Vance and wife, Patsy S. Vance

the undersigned owners of that certain property described in Deed Book 272 at Page 496 in the Register of Deeds Office of Avery County, bounded by _____ recognizing the benefits to said property by reason of the Department of Transportation assuming responsibility for the maintenance of the above-described road, hereby grants to the Department of Transportation, the right of way for said proposed road and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Department, its successors and assigns for all purposes for which the Department is authorized by law to subject said right of way; said right of way being the width indicated and across said property as follows:

45-ft. in width measured 22.5-ft. on each side of the center line of said proposed road, and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of road.

It is understood and agreed that the 45-ft. right of way hereinabove referred to has been staked out upon the property of the undersigned and that the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, and fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Admin. Code t.19A, r.02E.0404.

It is further herein agreed that the propane tank located southwesterly (right) of approximate Survey Station 15+75 and within the above described right of way will be removed from the right of way by the undersigned at no expense to the Department of Transportation. It is further agreed that the removal of said improvement must be completed prior to the addition of this road to the State Maintained system. The undersigned will have 30 days in which to accomplish this removal after receiving written notification to move from the Department of Transportation. As a result of this removal, the undersigned will have no claim against the Department of Transportation.

It is further agreed that the water line within the above described right of way at approximate Survey Station 14+28 and upon the property of the undersigned will be encased by the Department of Transportation or its designated contractor with all materials furnished by the undersigned, during improvement of the above road, and the undersigned shall have no further claim as a result thereof.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 8 day of JUNE, 2000.

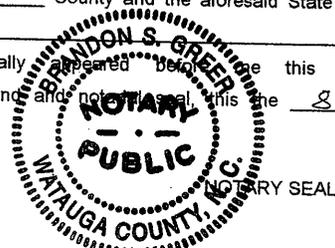
Billy L. Vance (SEAL) _____ (SEAL)
Billy L. Vance

Patsy S. Vance (SEAL) _____ (SEAL)
Patsy S. Vance

STATE OF North Carolina COUNTY OF AVERY

I, Brandon S. Greer a Notary Public of Watauga County and the aforesaid State do hereby certify that Billy L. Vance and wife, Patsy S. Vance personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal this the 8 day of June, 2000. My Commission Expires: 8-16-04

Brandon S. Greer
NOTARY PUBLIC (Signature)



STATE OF NORTH CAROLINA, _____ County the foregoing certificate(s) of _____ is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of _____ County, N.C. in Book 336, Page 1204. This _____ day of _____ A.D. 2000 at _____ o'clock _____ M.

Register of Deeds - Recorded and Verified

Drawn By: Brandon S. Greer Checked By: _____
(For addition to system where right of way is staked out on ground)

RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Altamont

PARCEL 6
PROJECT: 6.722224

Old Chestnut Mountain Road
Local Name of Road

Rose T. Gates, Divorced

the undersigned owners of that certain property described in Deed Book 196 at Page 490 in the Register of Deeds Office of Avery County, bounded by _____ recognizing the benefits to said property by reason of the Department of Transportation assuming responsibility for the maintenance of the above-described road, hereby grants to the Department of Transportation, the right of way for said proposed road and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Department, its successors and assigns for all purposes for which the Department is authorized by law to subject said right of way; said right of way being the width indicated and across said property as follows:

45-ft. in width measured 22.5-ft. on each side of the center line of said proposed road, and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of road.

It is understood and agreed that the 45-ft. right of way hereinabove referred to has been staked out upon the property of the undersigned and that the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, and fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Admin. Code t.19A, r.02E.0404.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 2 day of June, 2000.

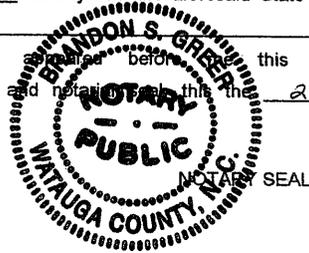
Rose T. Gates (Divorced) (SEAL) _____ (SEAL)
Rose T. Gates
_____(SEAL) _____ (SEAL)

STATE OF North Carolina COUNTY OF AVERY

I, Brandon S. Greer a Notary Public of Watauga County and the aforesaid State do hereby certify that Rose T. Gates (Divorced)

_____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal this the 2 day of June, 2000. My Commission Expires: 3-16-04.

Brandon S Greer
NOTARY PUBLIC (Signature)



STATE OF NORTH CAROLINA, _____ County the foregoing certificate(s) of _____ is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of _____ County, N.C. in Book 336, Page 205. This _____ day of _____ A.D. 2000 at _____ o'clock _____ M.

Register of Deeds - Recorded and Verified

Drawn By: Brandon S Greer Checked By: _____
(For addition to system where right of way is staked out on ground) Revised December 1992

RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Altamont

PARCEL 7
PROJECT: 6.722224

Old Chestnut Mountain Road
Local Name of Road

David Stewart and wife, Norma Stewart

the undersigned owners of that certain property described in Deed Book 135 at Page 179 in the Register of Deeds Office of Avery County, bounded by
recognizing the benefits to said property by reason of the Department of Transportation assuming responsibility for the maintenance of the above-described road, hereby grants to the Department of Transportation, the right of way for said proposed road and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Department, its successors and assigns for all purposes for which the Department is authorized by law to subject said right of way; said right of way being the width indicated and across said property as follows:

45-ft. in width measured 22.5-ft. on each side of the center line of said proposed road, and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of road.

It is understood and agreed that the 45-ft. right of way hereinabove referred to has been staked out upon the property of the undersigned and that the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, and fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Admin. Code t.19A, r.02E.0404.

It is further herein agreed that the oil tank located southwesterly (right) of approximate Survey Station 18+32 and within the above described right of way will be removed from the right of way by the undersigned at no expense to the Department of Transportation. It is further agreed that the removal of said improvement must be completed prior to the addition of this road to the State Maintained system. The undersigned will have 30 days in which to accomplish this removal after receiving written notification to move from the Department of Transportation. As a result of this removal, the undersigned will have no claim against the Department of Transportation.

It is further herein agreed that the Christmas trees located southwesterly (right) of approximate Survey Stations 20+14 to 21+81 and within the above described right of way will be removed from the right of way by the undersigned at no expense to the Department of Transportation. It is further agreed that the removal of said improvement must be completed prior to the addition of this road to the State Maintained system. The undersigned will have 30 days in which to accomplish this removal after receiving written notification to move from the Department of Transportation. As a result of this removal, the undersigned will have no claim against the Department of Transportation.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

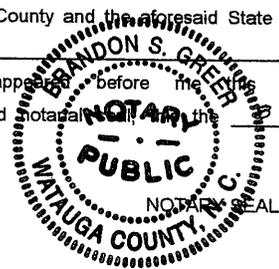
IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 8 day of August 2000.

David Stewart (SEAL)
Norma Stewart (SEAL)

STATE OF North Carolina COUNTY OF AVERY

I, Brandon S. Greer a Notary Public of Watauga County and the aforesaid State do hereby certify that David Stewart and wife, Norma Stewart personally appeared before me on August 8 day and acknowledged the due execution of the foregoing instrument. Witness my hand and notarial seal this August 8, 2000. My Commission Expires: 8-16-04

Brandon S. Greer
NOTARY PUBLIC (Signature)



STATE OF NORTH CAROLINA, County the foregoing certificate(s) of is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of County, N.C. in Book 336, Page 206 This day of A.D. 20 o'clock M.

Register of Deeds - Recorded and Verified

Drawn By: Brandon S. Greer Checked By:
(For addition to system where right of way is staked out on ground) Revised December 1992

RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Altamont

PARCEL 8
PROJECT: 6.722224

Old Chestnut Mountain Road
Local Name of Road

Jessie Benfield and wife, Crystal Benfield

the undersigned owners of that certain property described in Deed Book 229 at Page 789 in the Register of Deeds Office of Avery County, bounded by _____ recognizing the benefits to said property by reason of the Department of Transportation assuming responsibility for the maintenance of the above-described road, hereby grants to the Department of Transportation, the right of way for said proposed road and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Department, its successors and assigns for all purposes for which the Department is authorized by law to subject said right of way; said right of way being the width indicated and across said property as follows:

45-ft. in width measured 22.5-ft. on each side of the center line of said proposed road, and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of road.

It is understood and agreed that the 45-ft. right of way hereinabove referred to has been staked out upon the property of the undersigned and that the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, and fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Admin. Code t.19A, r.02E.0404.

It is further herein agreed that the Christmas trees located southeasterly (left) of approximate Survey Stations 20+00 to 20+38 and within the above described right of way will be removed from the right of way by the undersigned at no expense to the Department of Transportation. It is further agreed that the removal of said improvement must be completed prior to the addition of this road to the State Maintained system. The undersigned will have 30 days in which to accomplish this removal after receiving written notification to move from the Department of Transportation. As a result of this removal, the undersigned will have no claim against the Department of Transportation.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 8 day of JUNE, 2000.

Jessie Benfield (SEAL) _____ (SEAL)
Jessie Benfield

Crystal Benfield (SEAL) _____ (SEAL)
Crystal Benfield

STATE OF North Carolina COUNTY OF AVERY

I, Brandon S. Greer a Notary Public of Watauga County and the aforesaid State do hereby certify that Jessie Benfield and wife, Crystal Benfield personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and notary seal this the 8 day of JUNE, 2000. My Commission Expires: 8-16-04

Brandon S. Greer
NOTARY PUBLIC (Signature)



STATE OF NORTH CAROLINA, _____ County the foregoing certificate(s) of _____ is (are)

certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of _____ County, N.C. in Book 337, Page 249. This 4th day of December A.D. 2000 at 11:14 o'clock PM.

Register of Deeds - Recorded and Verified

Drawn By: Brandon S. Greer Checked By: _____
(For addition to system where right of way is staked out on ground)

RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Altamont

PARCEL 9
PROJECT: 6.722224

Old Chestnut Mountain Road
Local Name of Road

Reece Clark and wife, Cora L. Clark

the undersigned owners of that certain property described in Deed Book 200 at Page 1595 in the Register of Deeds Office of Avery County, bounded by _____ recognizing the benefits to said property by reason of the Department of Transportation assuming responsibility for the maintenance of the above-described road, hereby grants to the Department of Transportation, the right of way for said proposed road and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Department, its successors and assigns for all purposes for which the Department is authorized by law to subject said right of way; said right of way being the width indicated and across said property as follows:

45-ft. in width measured 22.5-ft. on each side of the center line of said proposed road, and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of road.

It is understood and agreed that the 45-ft. right of way hereinabove referred to has been staked out upon the property of the undersigned and that the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, and fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Admin. Code t.19A, r.02E.0404.

This agreement includes additional right of way for a turn around 17.5 feet in width located adjacent to and southeasterly (left) of the above described 45 - foot right of way between Survey Stations 23+28 and 23+58 of the above project and covering so much of the above described area as is located on the property of the undersigned.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 2 day of June, 2000.

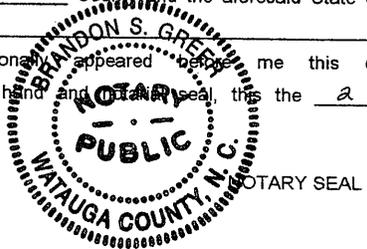
Reece Clark (SEAL) _____ (SEAL)
Reece Clark

Cora L. Clark (SEAL) _____ (SEAL)
Cora L. Clark

STATE OF North Carolina COUNTY OF AVERY

I, Brandon S. Greer a Notary Public of Watauga County, and the aforesaid State do hereby certify that REECE Clark and wife,
Cora L. Clark personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the 2 day of June, 2000. My Commission Expires: 8-16-04

Brandon S. Greer
NOTARY PUBLIC (Signature)



STATE OF NORTH CAROLINA, _____ County the foregoing certificate(s) of _____ is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of _____ County, N.C. in Book 337, Page 250. This _____ day of _____ A.D. 2000 at _____ o'clock _____ M.

Register of Deeds - Recorded and Verified

Drawn By: Brandon S. Greer Checked By: _____
(For addition to system where right of way is staked out on ground) Revised December 1992

RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF Avery
TOWNSHIP OF Altamont

PARCEL 10
PROJECT: 6.722224

Old Chestnut Mountain Road
Local Name of Road

Carolida Acres Property Owners Association, Inc.

the undersigned owners of that certain property described in Deed Book _____ at Page _____ in the Register of Deeds Office of Avery County, bounded by _____ recognizing the benefits to said property by reason of the Department of Transportation assuming responsibility for the maintenance of the above-described road, hereby grants to the Department of Transportation, the right of way for said proposed road and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Department, its successors and assigns for all purposes for which the Department is authorized by law to subject said right of way; said right of way being the width indicated and across said property as follows:

45-ft. in width measured 22.5-ft. on each side of the center line of said proposed road, and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of road.

It is understood and agreed that the 45-ft. right of way hereinabove referred to has been staked out upon the property of the undersigned and that the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, and fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Admin. Code t.19A, r.02E.0404.

This agreement includes additional right of way for a turn around 17.5 feet in width located adjacent to and southeasterly (left) of the above described 45 - foot right of way between Survey Stations 23+28 and 23+58 of the above project and covering so much of the above described area as is located on the property of the undersigned.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the _____ day of _____, 20____. Carolida Acres Property Owners Association, Inc.

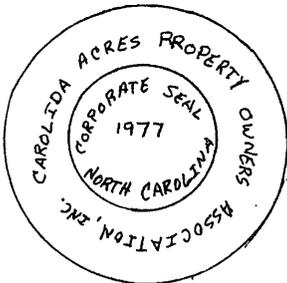
By: A. K. Wilson (SEAL) _____ (SEAL)
Francis W. Boden (SEAL) _____ (SEAL)
Attest: Francis W. Boden, Secretary

STATE OF North Carolina COUNTY OF AVERY

I, Brandon S. Greer, a Notary Public of Watauga County and the aforesaid State do hereby certify that Francis W. Boden personally came before me this day and acknowledged that (he/she is Secretary of Carolida Acres Property Owners Association, a NC Corporation, and that, by authority duly given and as a act of the Corporation, the foregoing instrument was signed in its name by A. K. Wilson as its _____ President, sealed with its Corporate seal, and attested by himself/herself as its Secretary.

Witness My hand and notarial seal, this the 22 day of June, 2000. My Commission Expires: 8-16-04

CORPORATE SEAL



Brandon S. Greer
NOTARY PUBLIC (Signature)

STATE OF NORTH CAROLINA, _____ County the foregoing certificate(s) of _____ is (are) certified to be correct. This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of _____ County, N.C. in Book 337, Page 251. This _____ day of _____ A.D. 20____ at _____ o'clock _____ M.

Register of Deeds - Recorded and Verified

Drawn By: Brandon S. Greer Checked By: _____
(For addition to system where right of way is staked out on ground)