



**SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY  
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES**

TO: Chatham County, a North Carolina Municipal Corporation      DATE: 1/17/2019  
12 East Street (P.O. Box 608)      TO: Lessee, if Applicable  
Pittsboro, NC 27312      N/A

TIP/PARCEL NO.: 004  
COUNTY Chatham      WBS ELEMENT: 44237  
DESCRIPTION: Intersection of US 64 Business and US 15/501

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$ <u>-0-</u>
Value of Permanent Easements to be Acquired	\$ <u>3,775.00</u>
Value of Temporary Easement (Rental of Land) to be Acquired	\$ <u>5,775.00</u>
Value of Improvements to be Acquired	\$ <u>-0-</u>
Damages, if any, to Remainder	\$ <u>-0-</u>
Benefits, if any, to Remainder	minus \$ <u>-0-</u>
<b>TOTAL CONTINGENT OFFER</b>	<b>\$ <u>9,550.00</u></b>

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book AF, Page 0399, Chatham County Registry, contains approximately 0.157 acres of which -0- acres are being acquired as Right of Way, leaving approximately 0.157 acres remaining on the right with access to US 15-501 and US Highway 64. Being acquired is a permanent utility easement containing approximately 0.028 acres and a temporary construction easement containing approximately 0.129 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:  
None

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ N/A. Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Dan Lamontagne (Interim County Manager) and Brian Stevens on January 17<sup>th</sup>, 20 19. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 919-375-4619.

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.



(Signed)

Brett Mitchell - Right of Way Agent



# RIGHT OF WAY CLAIM REPORT

TIP/PARCEL NO. 004 WBS ELEMENT 44237 COUNTY Chatham

CLAIM OF Chatham County PLAN SHEET 4

1. Land Area to be Acquired (Payment per square foot/acre supported by recent land sales on file.)

RIGHT OF WAY	RW	_____	AC	X	\$ _____	=	\$ _____	®	
PERM Drainage Easement	PDE	_____	AC	X	\$ _____	=	\$ _____	®	_____
PERM Utility Easement	PUE	0.028	AC	X	\$ 149,250 X 90%	=	\$ 3,761.10	®	3,775
PERM Drainage/Utility Ease	DUE	_____	AC	X	\$ _____	=	\$ _____	®	_____
PERM Aerial Utility Easement	AUE	_____	AC	X	\$ _____	=	\$ _____	®	_____
PERM Construction Easement	PCE	_____	AC	X	\$ _____	=	\$ _____	®	_____
TEMP Construction Easement	TCE	0.129	AC	X	\$ 149,250 X 30%	=	\$ 5,775.98	®	5,775
TEMP Drainage Easement	TDE	_____	AC	X	\$ _____	=	\$ _____	®	_____
TEMP Utility Easement	TUE	_____	AC	X	\$ _____	=	\$ _____	®	_____
OTHER _____			AC	X	\$ _____	=	\$ _____	®	_____
<b>LAND TOTAL</b>								<b>\$</b>	<u>9,550</u>

2. Payment for improvement(s) to be acquired. Material and labor costs documented in the State's files.

<u>N/A</u>	\$	<u>-0-</u>	
<u>N/A</u>	\$	<u>-0-</u>	
<u>N/A</u>	\$	<u>-0-</u>	
<b>IMPROVEMENTS TOTAL</b>			<b>\$</b> <u>-0-</u>

3. Cost to Cure (Curable items only)

<u>N/A</u>	<b>COST TO CURE TOTAL</b>	<b>\$</b>	<u>-0-</u>
<b>GRAND TOTAL</b>			<b>\$</b> <u>9,550</u>

Comments: Values derived from closings and listings proximate to the subject property.  
MLS#- 2188840, 2193483, 1961791

Certificate of Preparer and Approver: I hereby certify that I am familiar with the property which is the subject of this estimate; that this estimate is based on data contained in the files of the agency and that I have no direct or indirect, present or contemplated future personal interest in this property or in any benefit from the acquisition of this property. **If the total of this estimate is over \$10,000, (1) this estimate must be prepared by someone other than the negotiating agent and (2) the owner must be advised of his/her right to have their property appraised.**

Preparer Signature:  Cole Thorson Date 12/19/2018

NCDOT Approval Signature: (Type Name Here) Date \_\_\_\_\_

TEMPORARY EASEMENT TOTAL \$ 5,775 PERMANENT EASEMENT TOTAL \$ 3,775

Revenue Stamps \$ \_\_\_\_\_

### PERMANENT UTILITY EASEMENT

THIS INSTRUMENT DRAWN BY William Blair Scholl CHECKED BY Dennis Peebles

RETURN TO: Division R/W Agent, NCDOT

NORTH CAROLINA  
COUNTY OF Chatham  
TAX PARCEL 0089649

TIP/PARCEL NUMBER: 004  
WBS ELEMENT: 44237  
ROUTE: US 64

THIS EASEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 19  
by and between Chatham County, a North Carolina Municipal Corporation  
P.O. Box 608  
Pittsboro, NC 27312

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

#### WITNESSETH

THAT WHEREAS, the DEPARTMENT desires to construct and maintain a utility facility through and across the property of GRANTORS,

AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS,

NOW, THEREFORE, in consideration of said benefits, and further consideration of \$ \_\_\_\_\_ and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said utility facility across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of a utility facility across and through the property of GRANTORS located in Pittsboro Township, Chatham County, and being more fully described in a deed recorded in Book AF, Page 399, Chatham County Registry, said easement being described as follows:

Point of beginning being N 38°49.1' W, 63.611 feet from -L1- Sta 16+00 thence along a curve 47.521 feet and having a radius of 90.000 feet. The chord of said curve being on a bearing of N 53°37'19.9" E, a distance of 46.971 feet thence along a curve 57.059 feet and having a radius of 132.500 feet. The chord of said curve being on a bearing of N 50°49'57.2" E, a distance of 56.619 feet thence along a curve 28.149 feet and having a radius of 60.000 feet. The chord of said curve being on a bearing of N 49°43'44.3" E, a distance of 27.892 feet thence to a point on a bearing of N 2°43'53.0" E 14.695 feet thence to a point on a bearing of N 87°19'3.1" W 5.562 feet thence to a point on a bearing of S 18°30'59.4" W 6.553 feet thence to a point on a bearing of S 48°36'55.3" W 127.608 feet thence to a point on a bearing of S 3°0'40.0" W 6.018 feet returning to the point and place of beginning.



The final right of way plans showing the above described area are to be certified and recorded in the Office of the Register of Deeds for said county pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

Said Permanent Utility Easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The underlying fee owner shall have the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent utility easement area(s). It is further understood and agreed that Permanent Utility Easement shall be used by the Department for additional working area during the above described project.

IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

**Temporary Construction Easement described as follows:**

Point of beginning being N 46°23'37.3" W, 67.937 feet from -L1- Sta 16+00 thence along a curve 10.483 feet and having a radius of 90.000 feet. The chord of said curve being on a bearing of N 72°57.9" E, a distance of 10.477 feet thence to a point on a bearing of N 3°0'40.0" E 6.010 feet thence to a point on a bearing of N 48°36'55.3" E 127.608 feet thence to a point on a bearing of N 18°30'59.4" E 6.553 feet thence to a point on a bearing of N 87°19'3.1" W 32.774 feet thence to a point on a bearing of N 87°19'3.1" W 24.948 feet thence to a point on a bearing of N 87°19'3.1" W 41.999 feet thence to a point on a bearing of N 87°19'3.1" W 2.970 feet thence to a point on a bearing of S 3°1'35.4" W 104.761 feet returning to the point and place of beginning.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described temporary easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

This easement is subject to the following provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.

There are no conditions to this EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 44237 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 44237, Chatham County; and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

COUNTY: Chatham WBS ELEMENT: 44237 TIP/PARCEL NO.: 004

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Chatham County, a North Carolina Municipal Corporation

Attest: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (SEAL)  
Lindsay Ray Clerk Michael Dasher Chairman

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that she is the CLERK of the CHATHAM COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the CHATHAM COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: _____





WHEREAS, the Department is authorized by G.S. 136-118 to enter into this agreement without filing the pleadings as set forth in G.S. 136-103.

NOW THEREFORE, in consideration of the mutual benefits inuring to all parties to this agreement and in further consideration of the mutual covenants contained herein, the parties to this agreement do hereby agree and consent that the Department, its employees, officials, contractors, or agents, or assigns, as well as utility companies and all others deemed necessary by the Department, may enter upon the above described lands for carrying on the work, construction, and utility relocations or utility encroachments for Project 44237 in accordance with the plans and specifications on file in its office in Raleigh, North Carolina, and that the Department, its employees, officials, agents, contractors, or assigns, as well as utility companies and all others deemed necessary by the Department, shall have the same rights for carrying on the work, construction, and utility relocations or utility encroachments for the project as would have been accorded by filing the pleadings required in North Carolina General Statute 136-103. It is understood and agreed that this Agreement includes the right to use the Permanent Utility Easement shown on the DEPARTMENT'S plans for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents, assigns, and licensees (including, without limitation, public utility companies) shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

The right of entry described herein shall be presumed to begin as of the day and year of the entry of this agreement as first above written. The parties hereto agree that the right of entry granted shall not be deemed a trespass on the owners' property. The OWNERS DO HEREBY EXPRESSLY WAIVE any and all claims arising from any entry made pursuant to this agreement and being in the nature of a trespass, taking, or an inverse condemnation. This waiver applies to the Department, its employees, officials, contractors, agents, assigns, and/or licensees, as well as to utility companies and all others deemed necessary by the Department to enter the property for the purposes set forth herein.

IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

During the aforesaid period, the parties hereto shall continue to negotiate a resolution of the owners' claim for compensation for the property to be acquired for this highway project. In the event the Department determines that such negotiations have reached an impasse, the Department shall give written notice thereof to the Owners and may file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina. Likewise, the Owners may give written notice to the Department that such negotiations have reached an impasse and request the Department to file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina.

In the event that, as of the date of the acceptance by the Department of the completed highway project, the Department has not filed proceedings pursuant to Article 9, Chapter 136 of the General Statutes or the Owners' claim for just compensation for the property acquired for the highway project has not been otherwise resolved a settlement agreement, the Owners shall have two (2) years following the completion of the highway project in which to proceed to a determination of just compensation in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

The Owners do hereby agree and consent that no interest shall accrue against the Department during the period of entry set forth herein and do hereby waive any claims for interest except as may be allowed upon any award of just compensation as set forth in Section 136-113 of the North Carolina General Statutes, and in such case, such interest shall accrue only from the date of the filing of proceedings in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

TIP/PARCEL NO.: 004 COUNTY: Chatham

IN WITNESS WHEREOF, the parties hereto have set their hands and adopted seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

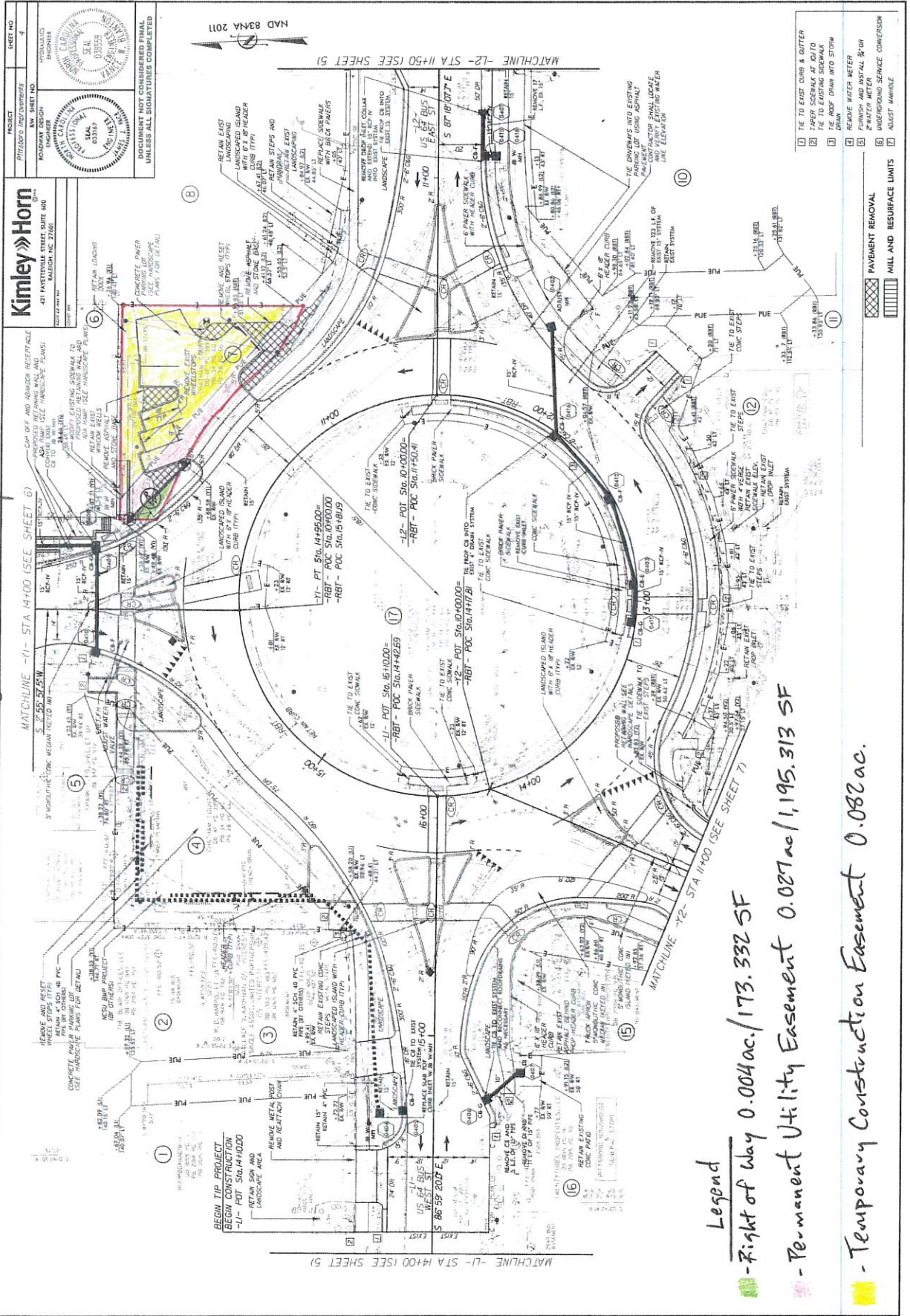
Chatham County, a North Carolina Municipal Corporation

Attest: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (SEAL)  
Lindsay Ray Clerk Michael Dasher Chairman

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that she is the CLERK of the CHATHAM COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the CHATHAM COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: _____

Parcel 007 Chatham County



**Kimley-Horn**  
401 PAVENHILL STREET, SUITE 400  
DURHAM, NC 27601

PROJECT: PITTSBORO REDEVELOPMENT  
SHEET NO: 4  
DATE: 03/17/2018

DESIGNED BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

- Legend**
- 1. Right of Way 0.004 ac./173.332 SF
  - 2. Permanent Utility Easement 0.027 ac./1,195.313 SF
  - 3. Temporary Construction Easement 0.082 ac.

- Pavement Removal**
- 1. 1" TO 4" ASPHALT
  - 2. 4" TO 6" ASPHALT
  - 3. 6" TO 8" ASPHALT
  - 4. 8" TO 12" ASPHALT
  - 5. 12" TO 18" ASPHALT
  - 6. 18" TO 24" ASPHALT
  - 7. 24" TO 36" ASPHALT
  - 8. 36" TO 48" ASPHALT
  - 9. 48" TO 60" ASPHALT
  - 10. 60" TO 72" ASPHALT
  - 11. 72" TO 84" ASPHALT
  - 12. 84" TO 96" ASPHALT
  - 13. 96" TO 108" ASPHALT
  - 14. 108" TO 120" ASPHALT
  - 15. 120" TO 132" ASPHALT
  - 16. 132" TO 144" ASPHALT
  - 17. 144" TO 156" ASPHALT
  - 18. 156" TO 168" ASPHALT
  - 19. 168" TO 180" ASPHALT
  - 20. 180" TO 192" ASPHALT
  - 21. 192" TO 204" ASPHALT
  - 22. 204" TO 216" ASPHALT
  - 23. 216" TO 228" ASPHALT
  - 24. 228" TO 240" ASPHALT
  - 25. 240" TO 252" ASPHALT
  - 26. 252" TO 264" ASPHALT
  - 27. 264" TO 276" ASPHALT
  - 28. 276" TO 288" ASPHALT
  - 29. 288" TO 300" ASPHALT
  - 30. 300" TO 312" ASPHALT
  - 31. 312" TO 324" ASPHALT
  - 32. 324" TO 336" ASPHALT
  - 33. 336" TO 348" ASPHALT
  - 34. 348" TO 360" ASPHALT
  - 35. 360" TO 372" ASPHALT
  - 36. 372" TO 384" ASPHALT
  - 37. 384" TO 396" ASPHALT
  - 38. 396" TO 408" ASPHALT
  - 39. 408" TO 420" ASPHALT
  - 40. 420" TO 432" ASPHALT
  - 41. 432" TO 444" ASPHALT
  - 42. 444" TO 456" ASPHALT
  - 43. 456" TO 468" ASPHALT
  - 44. 468" TO 480" ASPHALT
  - 45. 480" TO 492" ASPHALT
  - 46. 492" TO 504" ASPHALT
  - 47. 504" TO 516" ASPHALT
  - 48. 516" TO 528" ASPHALT
  - 49. 528" TO 540" ASPHALT
  - 50. 540" TO 552" ASPHALT
  - 51. 552" TO 564" ASPHALT
  - 52. 564" TO 576" ASPHALT
  - 53. 576" TO 588" ASPHALT
  - 54. 588" TO 600" ASPHALT
  - 55. 600" TO 612" ASPHALT
  - 56. 612" TO 624" ASPHALT
  - 57. 624" TO 636" ASPHALT
  - 58. 636" TO 648" ASPHALT
  - 59. 648" TO 660" ASPHALT
  - 60. 660" TO 672" ASPHALT
  - 61. 672" TO 684" ASPHALT
  - 62. 684" TO 696" ASPHALT
  - 63. 696" TO 708" ASPHALT
  - 64. 708" TO 720" ASPHALT
  - 65. 720" TO 732" ASPHALT
  - 66. 732" TO 744" ASPHALT
  - 67. 744" TO 756" ASPHALT
  - 68. 756" TO 768" ASPHALT
  - 69. 768" TO 780" ASPHALT
  - 70. 780" TO 792" ASPHALT
  - 71. 792" TO 804" ASPHALT
  - 72. 804" TO 816" ASPHALT
  - 73. 816" TO 828" ASPHALT
  - 74. 828" TO 840" ASPHALT
  - 75. 840" TO 852" ASPHALT
  - 76. 852" TO 864" ASPHALT
  - 77. 864" TO 876" ASPHALT
  - 78. 876" TO 888" ASPHALT
  - 79. 888" TO 900" ASPHALT
  - 80. 900" TO 912" ASPHALT
  - 81. 912" TO 924" ASPHALT
  - 82. 924" TO 936" ASPHALT
  - 83. 936" TO 948" ASPHALT
  - 84. 948" TO 960" ASPHALT
  - 85. 960" TO 972" ASPHALT
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  - 87. 984" TO 996" ASPHALT
  - 88. 996" TO 1008" ASPHALT
  - 89. 1008" TO 1020" ASPHALT
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  - 91. 1032" TO 1044" ASPHALT
  - 92. 1044" TO 1056" ASPHALT
  - 93. 1056" TO 1068" ASPHALT
  - 94. 1068" TO 1080" ASPHALT
  - 95. 1080" TO 1092" ASPHALT
  - 96. 1092" TO 1104" ASPHALT
  - 97. 1104" TO 1116" ASPHALT
  - 98. 1116" TO 1128" ASPHALT
  - 99. 1128" TO 1140" ASPHALT
  - 100. 1140" TO 1152" ASPHALT
  - 101. 1152" TO 1164" ASPHALT
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  - 103. 1176" TO 1188" ASPHALT
  - 104. 1188" TO 1200" ASPHALT
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  - 110. 1260" TO 1272" ASPHALT
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  - 118. 1356" TO 1368" ASPHALT
  - 119. 1368" TO 1380" ASPHALT
  - 120. 1380" TO 1392" ASPHALT
  - 121. 1392" TO 1404" ASPHALT
  - 122. 1404" TO 1416" ASPHALT
  - 123. 1416" TO 1428" ASPHALT
  - 124. 1428" TO 1440" ASPHALT
  - 125. 1440" TO 1452" ASPHALT
  - 126. 1452" TO 1464" ASPHALT
  - 127. 1464" TO 1476" ASPHALT
  - 128. 1476" TO 1488" ASPHALT
  - 129. 1488" TO 1500" ASPHALT
  - 130. 1500" TO 1512" ASPHALT
  - 131. 1512" TO 1524" ASPHALT
  - 132. 1524" TO 1536" ASPHALT
  - 133. 1536" TO 1548" ASPHALT
  - 134. 1548" TO 1560" ASPHALT
  - 135. 1560" TO 1572" ASPHALT
  - 136. 1572" TO 1584" ASPHALT
  - 137. 1584" TO 1596" ASPHALT
  - 138. 1596" TO 1608" ASPHALT
  - 139. 1608" TO 1620" ASPHALT
  - 140. 1620" TO 1632" ASPHALT
  - 141. 1632" TO 1644" ASPHALT
  - 142. 1644" TO 1656" ASPHALT
  - 143. 1656" TO 1668" ASPHALT
  - 144. 1668" TO 1680" ASPHALT
  - 145. 1680" TO 1692" ASPHALT
  - 146. 1692" TO 1704" ASPHALT
  - 147. 1704" TO 1716" ASPHALT
  - 148. 1716" TO 1728" ASPHALT
  - 149. 1728" TO 1740" ASPHALT
  - 150. 1740" TO 1752" ASPHALT
  - 151. 1752" TO 1764" ASPHALT
  - 152. 1764" TO 1776" ASPHALT
  - 153. 1776" TO 1788" ASPHALT
  - 154. 1788" TO 1800" ASPHALT
  - 155. 1800" TO 1812" ASPHALT
  - 156. 1812" TO 1824" ASPHALT
  - 157. 1824" TO 1836" ASPHALT
  - 158. 1836" TO 1848" ASPHALT
  - 159. 1848" TO 1860" ASPHALT
  - 160. 1860" TO 1872" ASPHALT
  - 161. 1872" TO 1884" ASPHALT
  - 162. 1884" TO 1896" ASPHALT
  - 163. 1896" TO 1908" ASPHALT
  - 164. 1908" TO 1920" ASPHALT
  - 165. 1920" TO 1932" ASPHALT
  - 166. 1932" TO 1944" ASPHALT
  - 167. 1944" TO 1956" ASPHALT
  - 168. 1956" TO 1968" ASPHALT
  - 169. 1968" TO 1980" ASPHALT
  - 170. 1980" TO 1992" ASPHALT
  - 171. 1992" TO 2004" ASPHALT
  - 172. 2004" TO 2016" ASPHALT
  - 173. 2016" TO 2028" ASPHALT
  - 174. 2028" TO 2040" ASPHALT
  - 175. 2040" TO 2052" ASPHALT
  - 176. 2052" TO 2064" ASPHALT
  - 177. 2064" TO 2076" ASPHALT
  - 178. 2076" TO 2088" ASPHALT
  - 179. 2088" TO 2100" ASPHALT
  - 180. 2100" TO 2112" ASPHALT
  - 181. 2112" TO 2124" ASPHALT
  - 182. 2124" TO 2136" ASPHALT
  - 183. 2136" TO 2148" ASPHALT
  - 184. 2148" TO 2160" ASPHALT
  - 185. 2160" TO 2172" ASPHALT
  - 186. 2172" TO 2184" ASPHALT
  - 187. 2184" TO 2196" ASPHALT
  - 188. 2196" TO 2208" ASPHALT
  - 189. 2208" TO 2220" ASPHALT
  - 190. 2220" TO 2232" ASPHALT
  - 191. 2232" TO 2244" ASPHALT
  - 192. 2244" TO 2256" ASPHALT
  - 193. 2256" TO 2268" ASPHALT
  - 194. 2268" TO 2280" ASPHALT
  - 195. 2280" TO 2292" ASPHALT
  - 196. 2292" TO 2304" ASPHALT
  - 197. 2304" TO 2316" ASPHALT
  - 198. 2316" TO 2328" ASPHALT
  - 199. 2328" TO 2340" ASPHALT
  - 200. 2340" TO 2352" ASPHALT
  - 201. 2352" TO 2364" ASPHALT
  - 202. 2364" TO 2376" ASPHALT
  - 203. 2376" TO 2388" ASPHALT
  - 204. 2388" TO 2400" ASPHALT
  - 205. 2400" TO 2412" ASPHALT
  - 206. 2412" TO 2424" ASPHALT
  - 207. 2424" TO 2436" ASPHALT
  - 208. 2436" TO 2448" ASPHALT
  - 209. 2448" TO 2460" ASPHALT
  - 210. 2460" TO 2472" ASPHALT
  - 211. 2472" TO 2484" ASPHALT
  - 212. 2484" TO 2496" ASPHALT
  - 213. 2496" TO 2508" ASPHALT
  - 214. 2508" TO 2520" ASPHALT
  - 215. 2520" TO 2532" ASPHALT
  - 216. 2532" TO 2544" ASPHALT
  - 217. 2544" TO 2556" ASPHALT
  - 218. 2556" TO 2568" ASPHALT
  - 219. 2568" TO 2580" ASPHALT
  - 220. 2580" TO 2592" ASPHALT
  - 221. 2592" TO 2604" ASPHALT
  - 222. 2604" TO 2616" ASPHALT
  - 223. 2616" TO 2628" ASPHALT
  - 224. 2628" TO 2640" ASPHALT
  - 225. 2640" TO 2652" ASPHALT
  - 226. 2652" TO 2664" ASPHALT
  - 227. 2664" TO 2676" ASPHALT
  - 228. 2676" TO 2688" ASPHALT
  - 229. 2688" TO 2700" ASPHALT
  - 230. 2700" TO 2712" ASPHALT
  - 231. 2712" TO 2724" ASPHALT
  - 232. 2724" TO 2736" ASPHALT
  - 233. 2736" TO 2748" ASPHALT
  - 234. 2748" TO 2760" ASPHALT
  - 235. 2760" TO 2772" ASPHALT
  - 236. 2772" TO 2784" ASPHALT
  - 237. 2784" TO 2796" ASPHALT
  - 238. 2796" TO 2808" ASPHALT
  - 239. 2808" TO 2820" ASPHALT
  - 240. 2820" TO 2832" ASPHALT
  - 241. 2832" TO 2844" ASPHALT
  - 242. 2844" TO 2856" ASPHALT
  - 243. 2856" TO 2868" ASPHALT
  - 244. 2868" TO 2880" ASPHALT
  - 245. 2880" TO 2892" ASPHALT
  - 246. 2892" TO 2904" ASPHALT
  - 247. 2904" TO 2916" ASPHALT
  - 248. 2916" TO 2928" ASPHALT
  - 249. 2928" TO 2940" ASPHALT
  - 250. 2940" TO 2952" ASPHALT
  - 251. 2952" TO 2964" ASPHALT
  - 252. 2964" TO 2976" ASPHALT
  - 253. 2976" TO 2988" ASPHALT
  - 254. 2988" TO 3000" ASPHALT

MATCHLINE -L1- STA 14+00 (SEE SHEET 5)

MATCHLINE -L2- STA 14+50 (SEE SHEET 5)

MATCHLINE -L3- STA 14+00 (SEE SHEET 6)

MATCHLINE -L4- STA 14+00 (SEE SHEET 7)

REVISIONS

12/11/2018 K:\P\Brooklyn\0103277 - Pittsboro\Development\Drawings\12-14-18.dwg



**SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY  
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES**

TO: Chatham County, a North Carolina Municipal Corporation DATE: 1/17/2019  
12 East Street (P.O. Box 608) TO: Lessee, if Applicable  
Pittsboro, NC 27312 N/A

TIP/PARCEL NO.: 007  
COUNTY Chatham WBS ELEMENT: 44237  
DESCRIPTION: Intersection of US 64 Business and US 15/501

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$ <u>600.00</u>
Value of Permanent Easements to be Acquired	\$ <u>3,625.00</u>
Value of Temporary Easement (Rental of Land) to be Acquired	\$ <u>3,675.00</u>
Value of Improvements to be Acquired	\$ <u>-0-</u>
Damages, if any, to Remainder	\$ <u>-0-</u>
Benefits, if any, to Remainder	minus \$ <u>-0-</u>
<b>TOTAL CONTINGENT OFFER</b>	<b>\$ <u>7,900.00</u></b>

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book AF, Page 399, Chatham County Registry, contains approximately 0.228 acres of which approximately 0.004 acres are being acquired as Right of Way, leaving approximately 0.224 acres remaining on the left with access to US 15-501 (Hillsboro Street) and US Highway 64 (East Street). Also being acquired is a permanent utility easement containing approximately 0.027 acres and a temporary construction easement containing approximately 0.082 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:  
None

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ N/A. Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Dan Lamontagne (Interim County Manager) and Brian Stevens on January 17<sup>th</sup>, 20 19. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 919-375-4619.

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.



(Signed)

Brett Mitchell - Right of Way Agent

# RIGHT OF WAY CLAIM REPORT

TIP/PARCEL NO. 007 WBS ELEMENT 44237 COUNTY Chatham

CLAIM OF Chatham County PLAN SHEET 4

1. Land Area to be Acquired (Payment per square foot/acre supported by recent land sales on file.)

RIGHT OF WAY	R/W	0.004	AC	X	\$ 149,250	=	\$ 597.00	®	600
PERM Drainage Easement	PDE		AC	X	\$	=	\$	®	
PERM Utility Easement	PUE	0.027	AC	X	\$ 149,250 X 90%	=	\$ 3,626.78	®	3,625
PERM Drainage/Utility Ease	DUE		AC	X	\$	=	\$	®	
PERM Aerial Utility Easement	AUE		AC	X	\$	=	\$	®	
PERM Construction Easement	PCE		AC	X	\$	=	\$	®	
TEMP Construction Easement	TCE	0.082	AC	X	\$ 149,250 X 30%	=	\$ 3,671.55	®	3,675
TEMP Drainage Easement	TDE		AC	X	\$	=	\$	®	
TEMP Utility Easement	TUE		AC	X	\$	=	\$	®	
OTHER			AC	X	\$	=	\$	®	
<b>LAND TOTAL</b>								<b>\$</b>	<u>7,900</u>

2. Payment for improvement(s) to be acquired. Material and labor costs documented in the State's files.

<u>N/A</u>	\$	<u>-0-</u>
<u>N/A</u>	\$	<u>-0-</u>
<u>N/A</u>	\$	<u>-0-</u>
<b>IMPROVEMENTS TOTAL</b>		<b>\$</b> <u>-0-</u>

3. Cost to Cure (Curable items only)

<u>N/A</u>	<b>COST TO CURE TOTAL</b>	<b>\$</b> <u>-0-</u>
<b>GRAND TOTAL</b>		<b>\$</b> <u>7,900</u>

Comments: Values derived from closings and listings proximate to the subject property.  
MLS#- 2188840, 2193483, 1961791

Certificate of Preparer and Approver: I hereby certify that I am familiar with the property which is the subject of this estimate; that this estimate is based on data contained in the files of the agency and that I have no direct or indirect, present or contemplated future personal interest in this property or in any benefit from the acquisition of this property. **If the total of this estimate is over \$10,000, (1) this estimate must be prepared by someone other than the negotiating agent and (2) the owner must be advised of his/her right to have their property appraised.**

Preparer Signature:  **Cole Thorson** Date 12/19/2018

NCDOT Approval Signature:  William Blair Scholl Date 01/09/19

TEMPORARY EASEMENT TOTAL \$ 3,675 PERMANENT EASEMENT TOTAL \$ 3,625

Revenue Stamps \$ \_\_\_\_\_

### DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY William Blair Scholl CHECKED BY Dennis Peebles

The hereinafter described property  Does  Does not include the primary residence of the Grantor

RETURN TO: Anna Mitchell, Carolina Land Acquisitions  
104 East Vance Street  
Zebulon, NC 27597

NORTH CAROLINA COUNTY OF Chatham TAX PARCEL 0089649 TIP/PARCEL NUMBER: 007 WBS ELEMENT: 44237 ROUTE: US Highway 64/US 15-501

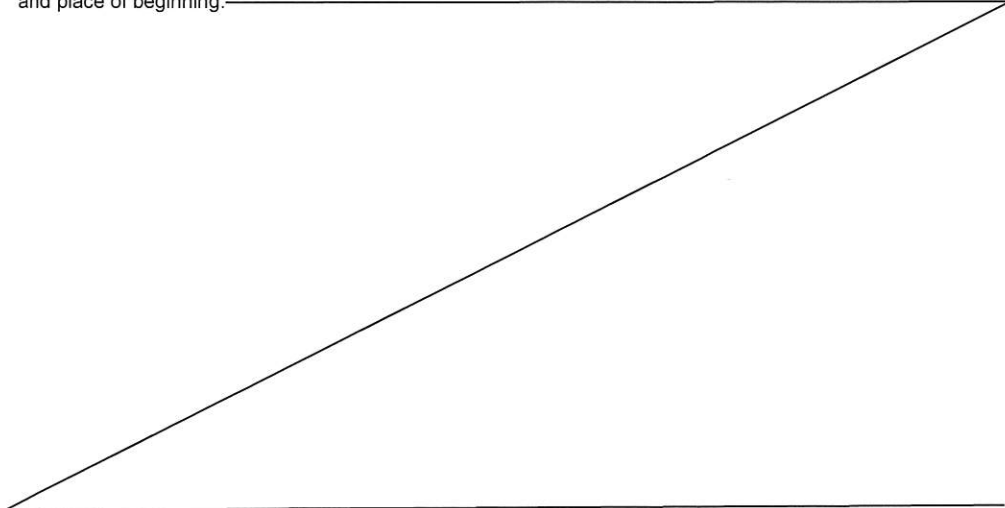
THIS FEE SIMPLE DEED, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 19  
by and between Chatham County, a North Carolina Municipal Corporation  
P.O. Box 608  
Pittsboro, NC 27312

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

#### WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ \_\_\_\_\_ agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in \_\_\_\_\_ Center \_\_\_\_\_ Township, \_\_\_\_\_ Chatham \_\_\_\_\_ County, North Carolina, which is particularly described as follows:

Point of beginning being N 18°25'26.6" W, 132.227 feet from -L2- Sta 10+00 thence along a curve 16.631 feet and having a radius of 132.500 feet. The chord of said curve being on a bearing of S 63°52'46.9" E, a distance of 16.620 feet thence to a point on a bearing of N 42°9'25.9" W 35.559 feet thence to a point on a bearing of S 2°43'53.0" W 12.729 feet thence along a curve 11.528 feet and having a radius of 30.000 feet. The chord of said curve being on a bearing of S 56°28'0.7" E, a distance of 11.457 feet returning to the point and place of beginning.





IN ADDITION, and for the aforesated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

**Permanent Utility Easement described as follows:**

Point of beginning being N 12°48'47.4" W, 121.150 feet from -L2- Sta 10+00 thence along a curve 54.233 feet and having a radius of 132.500 feet. The chord of said curve being on a bearing of S 48°33'29.4" E, a distance of 53.856 feet thence along a curve 41.618 feet and having a radius of 120.000 feet. The chord of said curve being on a bearing of S 46°46'4.5" E, a distance of 41.410 feet thence to a point on a bearing of N 2°54'1.2" E 10.446 feet thence to a point on a bearing of N 45°20'59.1" W 19.229 feet thence to a point on a bearing of N 45°31'34.4" W 101.032 feet thence to a point on a bearing of N 87°10'48.8" W 0.584 feet thence to a point on a bearing of N 87°10'48.8" W 8.361 feet thence to a point on a bearing of S 2°43'53.0" W 4.804 feet thence to a point on a bearing of S 42°9'25.9" E 35.559 feet returning to the point and place of beginning.

Said Permanent Utility easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Utility Easement area(s). It is further understood and agreed that Permanent Utility Easement shall be used by the Department for additional working area during the above described project. The underlying fee owner shall have the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

**Temporary Construction Easement described as follows:**

Point of beginning being N 34°24'0.4" E, 78.240 feet from -L2- Sta 10+00 thence to a point on a bearing of N 2°54'1.2" E 79.974 feet thence to a point on a bearing of N 87°10'48.8" W 89.929 feet thence to a point on a bearing of S 45°31'34.4" E 101.032 feet thence to a point on a bearing of S 45°20'59.1" E 19.229 feet returning to the point and place of beginning.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described temporary easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Chatham County Registry in Deed Book AF Page 399.

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project # 44237 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 44237, Chatham County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

COUNTY: Chatham WBS ELEMENT: 44237 TIP/PARCEL NO.: 007

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:  
None

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Chatham County, a North Carolina Municipal Corporation

Attest: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (SEAL)  
Lindsay Ray Clerk Michael Dasher Chairman

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that she is the CLERK of the _____ CHATHAM COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the _____ CHATHAM COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: _____

## AGREEMENT FOR ENTRY

Prepared By: Brett Mitchell  
RETURN TO: Carolina Land Acquisitions  
104 East Vance Street  
Zebulon, NC 27597

STATE OF NORTH CAROLINA TIP/PARCEL NO.: 007  
Chatham COUNTY WBS ELEMENT 44237

THIS AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the North Carolina Department of Transportation (hereinafter called the Department) and Chatham County, a North Carolina Municipal Corporation  
P.O. Box 608, Pittsboro, NC 27312  
(hereinafter called the owners);

### WITNESSETH

THAT WHEREAS, the Department desires to enter certain lands of the owners located in Pittsboro Township, Chatham County, described as follows:

#### **Right of Way described as follows:**

Point of beginning being N 18°25'26.6" W, 132.227 feet from -L2- Sta 10+00 thence along a curve 16.631 feet and having a radius of 132.500 feet. The chord of said curve being on a bearing of S 63°52'46.9" E, a distance of 16.620 feet thence to a point on a bearing of N 42°9'25.9" W 35.559 feet thence to a point on a bearing of S 2°43'53.0" W 12.729 feet thence along a curve 11.528 feet and having a radius of 30.000 feet. The chord of said curve being on a bearing of S 56°28'0.7" E, a distance of 11.457 feet returning to the point and place of beginning.

#### **Permanent Utility Easement described as follows:**

Point of beginning being N 12°48'47.4" W, 121.150 feet from -L2- Sta 10+00 thence along a curve 54.233 feet and having a radius of 132.500 feet. The chord of said curve being on a bearing of S 48°33'29.4" E, a distance of 53.856 feet thence along a curve 41.618 feet and having a radius of 120.000 feet. The chord of said curve being on a bearing of S 46°46'4.5" E, a distance of 41.410 feet thence to a point on a bearing of N 2°54'1.2" E 10.446 feet thence to a point on a bearing of N 45°20'59.1" W 19.229 feet thence to a point on a bearing of N 45°31'34.4" W 101.032 feet thence to a point on a bearing of N 87°10'48.8" W 0.584 feet thence to a point on a bearing of N 87°10'48.8" W 8.361 feet thence to a point on a bearing of S 2°43'53.0" W 4.804 feet thence to a point on a bearing of S 42°9'25.9" E 35.559 feet returning to the point and place of beginning.

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Point of beginning being N 34°24'0.4" E, 78.240 feet from -L2- Sta 10+00 thence to a point on a bearing of N 2°54'1.2" E 79.974 feet thence to a point on a bearing of N 87°10'48.8" W 89.929 feet thence to a point on a bearing of S 45°31'34.4" E 101.032 feet thence to a point on a bearing of S 45°20'59.1" E 19.229 feet returning to the point and place of beginning.

for the construction of State Highway Project 44237



WHEREAS, the Department is authorized by G.S. 136-118 to enter into this agreement without filing the pleadings as set forth in G.S. 136-103.

NOW THEREFORE, in consideration of the mutual benefits inuring to all parties to this agreement and in further consideration of the mutual covenants contained herein, the parties to this agreement do hereby agree and consent that the Department, its employees, officials, contractors, or agents, or assigns, as well as utility companies and all others deemed necessary by the Department, may enter upon the above described lands for carrying on the work, construction, and utility relocations or utility encroachments for Project 44237 in accordance with the plans and specifications on file in its office in Raleigh, North Carolina, and that the Department, its employees, officials, agents, contractors, or assigns, as well as utility companies and all others deemed necessary by the Department, shall have the same rights for carrying on the work, construction, and utility relocations or utility encroachments for the project as would have been accorded by filing the pleadings required in North Carolina General Statute 136-103. It is understood and agreed that this Agreement includes the right to use the Permanent Utility Easement shown on the DEPARTMENT'S plans for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents, assigns, and licensees (including, without limitation, public utility companies) shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

The right of entry described herein shall be presumed to begin as of the day and year of the entry of this agreement as first above written. The parties hereto agree that the right of entry granted shall not be deemed a trespass on the owners' property. The OWNERS DO HEREBY EXPRESSLY WAIVE any and all claims arising from any entry made pursuant to this agreement and being in the nature of a trespass, taking, or an inverse condemnation. This waiver applies to the Department, its employees, officials, contractors, agents, assigns, and/or licensees, as well as to utility companies and all others deemed necessary by the Department to enter the property for the purposes set forth herein.

IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

During the aforesaid period, the parties hereto shall continue to negotiate a resolution of the owners' claim for compensation for the property to be acquired for this highway project. In the event the Department determines that such negotiations have reached an impasse, the Department shall give written notice thereof to the Owners and may file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina. Likewise, the Owners may give written notice to the Department that such negotiations have reached an impasse and request the Department to file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina.

In the event that, as of the date of the acceptance by the Department of the completed highway project, the Department has not filed proceedings pursuant to Article 9, Chapter 136 of the General Statutes or the Owners' claim for just compensation for the property acquired for the highway project has not been otherwise resolved a settlement agreement, the Owners shall have two (2) years following the completion of the highway project in which to proceed to a determination of just compensation in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

The Owners do hereby agree and consent that no interest shall accrue against the Department during the period of entry set forth herein and do hereby waive any claims for interest except as may be allowed upon any award of just compensation as set forth in Section 136-113 of the North Carolina General Statutes, and in such case, such interest shall accrue only from the date of the filing of proceedings in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

TIP/PARCEL NO.: 007 COUNTY: Chatham

IN WITNESS WHEREOF, the parties hereto have set their hands and adopted seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

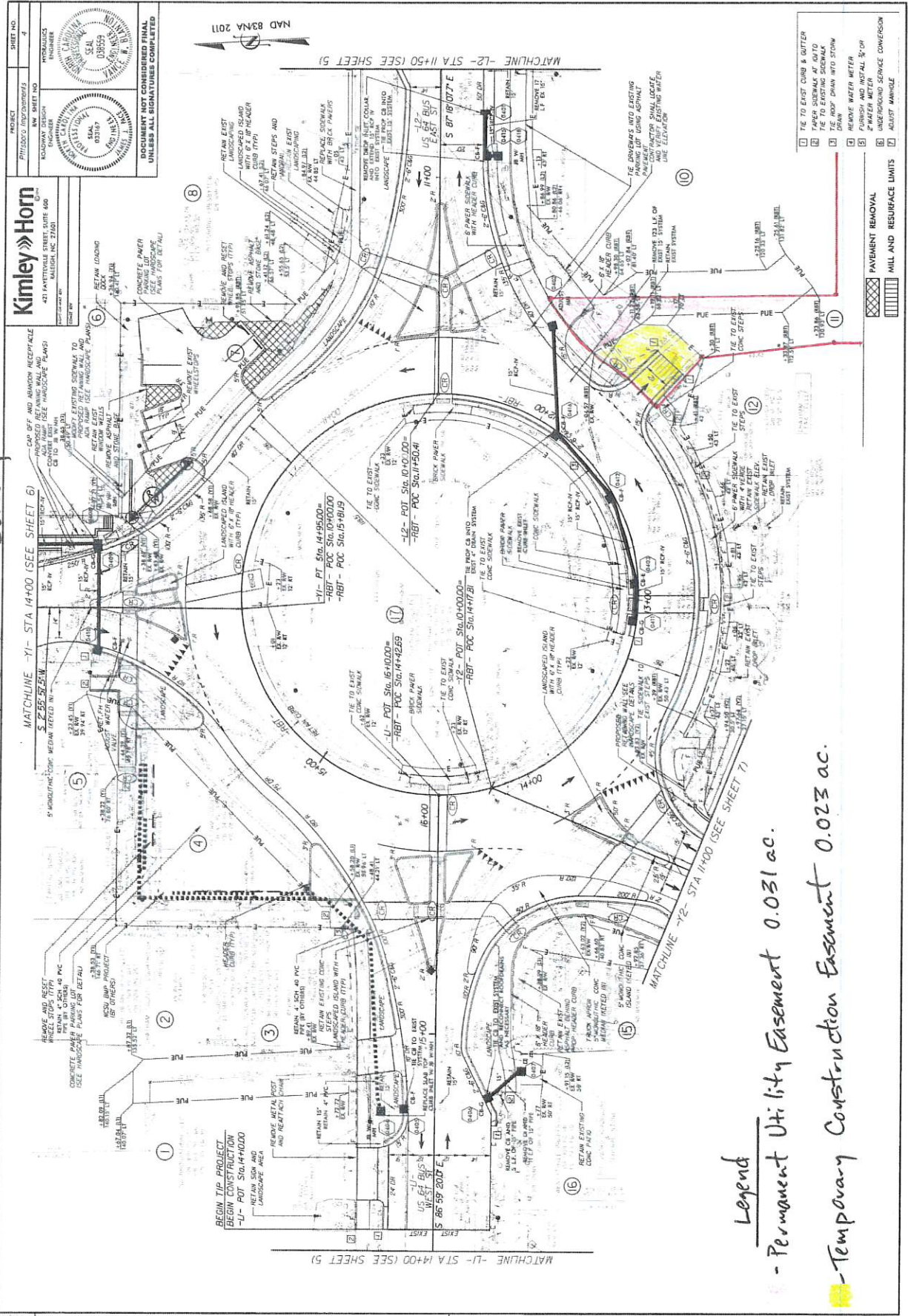
Chatham County, a North Carolina Municipal Corporation

Attest: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (SEAL)  
Lindsay Ray Clerk Michael Dasher Chairman

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that she is the CLERK of the CHATHAM COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the CHATHAM COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: _____

Parcel 011 Chatham County



**Kimley-Horn**  
421 PATTERVILLE STREET, SUITE 400  
MILWAUKEE, NC 27101

PROJECT: HYDRAULICS  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 08/05/09

SCALE: AS SHOWN  
SHEET NO. 4

DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED

**Legend**

- Permanent Utility Easement 0.031 ac.
- Temporary Construction Easement 0.023 ac.

- PAVEMENT REMOVAL**
- 1 TIE TO EXIST CURB & GUTTER
  - 2 PAPER SIDEWALK AT 60 TO
  - 3 TIE TO EXISTING SIDEWALK
  - 4 TIE TO EXISTING SIDEWALK
  - 5 REMOVE WATER METER
  - 6 FINISH AND INSTALL 3" OF
  - 7 WATER METERS SERVICE CONNECTION
  - 8 ADJUST MANHOLE
- MILL AND RESURFACE LIMITS**
- 9
  - 10
  - 11
  - 12

THE BROWNS HED EASTINGS  
PAVING LOT USING ASPHALT  
THE CONTRACTOR SHALL LOCATE  
AND REPAIR EXISTING WATER

**SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY  
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES**

TO: Chatham County, a North Carolina Municipal Corporation DATE: 1/17/2019  
12 East Street (P.O. Box 608) TO: Lessee, if Applicable  
Pittsboro, NC 27312 N/A

TIP/PARCEL NO.: 011  
 COUNTY Chatham WBS ELEMENT: 44237  
 DESCRIPTION: Intersection of US 64 Business and US 15/501

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$ <u>-0-</u>
Value of Permanent Easements to be Acquired	\$ <u>4,175.00</u>
Value of Temporary Easement (Rental of Land) to be Acquired	\$ <u>1,050.00</u>
Value of Improvements to be Acquired	\$ <u>-0-</u>
Damages, if any, to Remainder	\$ <u>-0-</u>
Benefits, if any, to Remainder	minus \$ <u>-0-</u>
<b>TOTAL CONTINGENT OFFER</b>	<b>\$ <u>5,225.00</u></b>

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

**(A) Description of the land and effects of the acquisition**

Subject property described in Deed Book 338, Page 138, Chatham County Registry, contains approximately 0.307 acres of which -0- acres are being acquired as Right of Way, leaving approximately 0.307 acres remaining on the right with access to US Highway 64 (East Street). Being acquired is a permanent utility easement containing approximately 0.031 acres and a temporary construction easement containing approximately 0.023 acres.

**(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:**  
 None

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

**(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ N/A.** Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Dan Lamontagne (Interim County Manager) and Brian Stevens on January 17<sup>th</sup>, 20 19. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 919-375-4619.

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.



(Signed) \_\_\_\_\_  
 Brett Mitchell - Right of Way Agent



# RIGHT OF WAY CLAIM REPORT

TIP/PARCEL NO. 011 WBS ELEMENT 44237 COUNTY Chatham

CLAIM OF Chatham County PLAN SHEET 4

1. Land Area to be Acquired (Payment per square foot/acre supported by recent land sales on file.)

RIGHT OF WAY	R/W	AC	X	\$	=	\$	®	
PERM Drainage Easement	PDE	AC	X	\$	=	\$	®	
PERM Utility Easement	PUE	0.031 AC	X	\$ 149,250 X 90%	=	\$ 4,164.08	®	4,175
PERM Drainage/Utility Ease	DUE	AC	X	\$	=	\$	®	
PERM Aerial Utility Easement	AUE	AC	X	\$	=	\$	®	
PERM Construction Easement	PCE	AC	X	\$	=	\$	®	
TEMP Construction Easement	TCE	0.023 AC	X	\$ 149,250 X 30%	=	\$ 1,029.83	®	1,050
TEMP Drainage Easement	TDE	AC	X	\$	=	\$	®	
TEMP Utility Easement	TUE	AC	X	\$	=	\$	®	
OTHER		AC	X	\$	=	\$	®	
<b>LAND TOTAL</b>							<b>\$</b>	<b>5,225</b>

2. Payment for improvement(s) to be acquired. Material and labor costs documented in the State's files.

N/A	\$	-0-	
N/A	\$	-0-	
N/A	\$	-0-	
<b>IMPROVEMENTS TOTAL</b>			<b>\$ -0-</b>

3. Cost to Cure (Curable items only)

N/A			
<b>COST TO CURE TOTAL</b>			<b>\$ -0-</b>
<b>GRAND TOTAL</b>			<b>\$ 5,225</b>

Comments: Values derived from closings and listings proximate to the subject property.  
MLS#- 2188840, 2193483, 1961791

Certificate of Preparer and Approver: I hereby certify that I am familiar with the property which is the subject of this estimate; that this estimate is based on data contained in the files of the agency and that I have no direct or indirect, present or contemplated future personal interest in this property or in any benefit from the acquisition of this property. **If the total of this estimate is over \$10,000, (1) this estimate must be prepared by someone other than the negotiating agent and (2) the owner must be advised of his/her right to have their property appraised.**

Preparer Signature:  **Cole Thorson** Date 12/19/2018

NCDOT Approval Signature:  **William Blair Scholl** Date 01/09/19

TEMPORARY EASEMENT TOTAL \$ 1,050 PERMANENT EASEMENT TOTAL \$ 4,175

Revenue Stamps \$ \_\_\_\_\_

### PERMANENT UTILITY EASEMENT

THIS INSTRUMENT DRAWN BY William Blair Scholl CHECKED BY Dennis Peebles

RETURN TO: Anna Mitchell, Carolina Land Acquisitions  
104 East Vance Street  
Zebulon, NC 27597

NORTH CAROLINA TIP/PARCEL NUMBER: 011  
COUNTY OF Chatham WBS ELEMENT: 44237  
TAX PARCEL 0062442 ROUTE: US 64

THIS EASEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 19  
by and between Chatham County, a North Carolina Municipal Corporation  
P.O. Box 608  
Pittsboro, NC 27312

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

THAT WHEREAS; the DEPARTMENT desires to construct and maintain a utility facility through and across the property of GRANTORS,

AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS,

NOW, THEREFORE, in consideration of said benefits, and further consideration of \$ \_\_\_\_\_ and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said utility facility across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of a utility facility across and through the property of GRANTORS located in Center Township, Chatham County, and being more fully described in a deed recorded in Book 338, Page 138, Chatham County Registry, said easement being described as follows:

Point of beginning being S 38°18'49.8" E, 67.400 feet from -L2- Sta 10+00 thence along a curve 33.600 feet and having a radius of 80.000 feet. The chord of said curve being on a bearing of S 51°32'23.7" W, a distance of 33.354 feet thence to a point on a bearing of S 28°13'32.5" E 24.962 feet thence to a point on a bearing of S 36°44'31.1" E 6.419 feet thence to a point on a bearing of S 1°21'14.7" W 61.065 feet thence to a point on a bearing of S 36°39'11.0" E 12.762 feet thence to a point on a bearing of N 2°3'53.1" E 119.246 feet returning to the point and place of beginning.

The final right of way plans showing the above described area are to be certified and recorded in the Office of the Register of Deeds for said county pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

Said Permanent Utility Easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The underlying fee owner shall have the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent utility easement area(s). It is further understood and agreed that Permanent Utility Easement shall be used by the Department for additional working area during the above described project.

IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

**Temporary Construction Easement described as follows:**

Point of beginning being S 12°0'48.0" E, 75.277 feet from -L2- Sta 10+00 thence along a curve 3.645 feet and having a radius of 80.000 feet. The chord of said curve being on a bearing of S 38°12'8.7" W, a distance of 3.645 feet thence along a curve 34.984 feet and having a radius of 132.500 feet. The chord of said curve being on a bearing of S 44°27'39.7" W, a distance of 34.883 feet thence to a point on a bearing of S 44°58'48.1" E 31.010 feet thence to a point on a bearing of S 3°57'56.1" E 0.543 feet thence to a point on a bearing of N 44°26'54.8" E 22.282 feet thence to a point on a bearing of N 4°18'48.6" E 12.373 feet thence to a point on a bearing of N 28°13'32.5" W 24.962 feet returning to the point and place of beginning.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described temporary easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

This easement is subject to the following provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.

There are no conditions to this EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 44237 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 44237,

Chatham County; and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

COUNTY: Chatham WBS ELEMENT: 44237 TIP/PARCEL NO.: 011

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Chatham County, a North Carolina Municipal Corporation

Attest: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (SEAL)  
Lindsay Ray Clerk Michael Dasher Chairman

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that she is the CLERK of the CHATHAM COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the CHATHAM COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: _____

## AGREEMENT FOR ENTRY

Prepared By: Brett Mitchell  
RETURN TO: Carolina Land Acquisitions  
104 East Vance Street  
Zebulon, NC 27597

STATE OF NORTH CAROLINA TIP/PARCEL NO.: 011  
Chatham COUNTY WBS ELEMENT 44237

THIS AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the North Carolina Department of Transportation (hereinafter called the Department) and Chatham County, a North Carolina Municipal Corporation  
P.O. Box 608, Pittsboro, NC 27312  
(hereinafter called the owners);

### WITNESSETH

THAT WHEREAS, the Department desires to enter certain lands of the owners located in Pittsboro Township, Chatham County, described as follows:

#### **Permanent Utility Easement described as follows:**

Point of beginning being S 38°18'49.8" E, 67.400 feet from -L2- Sta 10+00 thence along a curve 33.600 feet and having a radius of 80.000 feet. The chord of said curve being on a bearing of S 51°32'23.7" W, a distance of 33.354 feet thence to a point on a bearing of S 28°13'32.5" E 24.962 feet thence to a point on a bearing of S 36°44'31.1" E 6.419 feet thence to a point on a bearing of S 1°21'14.7" W 61.065 feet thence to a point on a bearing of S 36°39'11.0" E 12.762 feet thence to a point on a bearing of N 2°3'53.1" E 119.246 feet returning to the point and place of beginning.

#### **Temporary Construction Easement described as follows:**

Point of beginning being S 12°0'48.0" E, 75.277 feet from -L2- Sta 10+00 thence along a curve 3.645 feet and having a radius of 80.000 feet. The chord of said curve being on a bearing of S 38°12'8.7" W, a distance of 3.645 feet thence along a curve 34.984 feet and having a radius of 132.500 feet. The chord of said curve being on a bearing of S 44°27'39.7" W, a distance of 34.883 feet thence to a point on a bearing of S 44°58'48.1" E 31.010 feet thence to a point on a bearing of S 3°57'56.1" E 0.543 feet thence to a point on a bearing of N 44°26'54.8" E 22.282 feet thence to a point on a bearing of N 4°18'48.6" E 12.373 feet thence to a point on a bearing of N 28°13'32.5" W 24.962 feet returning to the point and place of beginning.

for the construction of State Highway Project 44237



WHEREAS, the Department is authorized by G.S. 136-118 to enter into this agreement without filing the pleadings as set forth in G.S. 136-103.

NOW THEREFORE, in consideration of the mutual benefits inuring to all parties to this agreement and in further consideration of the mutual covenants contained herein, the parties to this agreement do hereby agree and consent that the Department, its employees, officials, contractors, or agents, or assigns, as well as utility companies and all others deemed necessary by the Department, may enter upon the above described lands for carrying on the work, construction, and utility relocations or utility encroachments for Project 44237 in accordance with the plans and specifications on file in its office in Raleigh, North Carolina, and that the Department, its employees, officials, agents, contractors, or assigns, as well as utility companies and all others deemed necessary by the Department, shall have the same rights for carrying on the work, construction, and utility relocations or utility encroachments for the project as would have been accorded by filing the pleadings required in North Carolina General Statute 136-103. It is understood and agreed that this Agreement includes the right to use the Permanent Utility Easement shown on the DEPARTMENT's plans for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents, assigns, and licensees (including, without limitation, public utility companies) shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

The right of entry described herein shall be presumed to begin as of the day and year of the entry of this agreement as first above written. The parties hereto agree that the right of entry granted shall not be deemed a trespass on the owners' property. The OWNERS DO HEREBY EXPRESSLY WAIVE any and all claims arising from any entry made pursuant to this agreement and being in the nature of a trespass, taking, or an inverse condemnation. This waiver applies to the Department, its employees, officials, contractors, agents, assigns, and/or licensees, as well as to utility companies and all others deemed necessary by the Department to enter the property for the purposes set forth herein.

IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

During the aforesaid period, the parties hereto shall continue to negotiate a resolution of the owners' claim for compensation for the property to be acquired for this highway project. In the event the Department determines that such negotiations have reached an impasse, the Department shall give written notice thereof to the Owners and may file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina. Likewise, the Owners may give written notice to the Department that such negotiations have reached an impasse and request the Department to file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina.

In the event that, as of the date of the acceptance by the Department of the completed highway project, the Department has not filed proceedings pursuant to Article 9, Chapter 136 of the General Statutes or the Owners' claim for just compensation for the property acquired for the highway project has not been otherwise resolved a settlement agreement, the Owners shall have two (2) years following the completion of the highway project in which to proceed to a determination of just compensation in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

The Owners do hereby agree and consent that no interest shall accrue against the Department during the period of entry set forth herein and do hereby waive any claims for interest except as may be allowed upon any award of just compensation as set forth in Section 136-113 of the North Carolina General Statutes, and in such case, such interest shall accrue only from the date of the filing of proceedings in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

TIP/PARCEL NO.: 011 COUNTY: Chatham

IN WITNESS WHEREOF, the parties hereto have set their hands and adopted seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Chatham County, a North Carolina Municipal Corporation

Attest: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (SEAL)  
Lindsay Ray Clerk Michael Dasher Chairman

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that she is the CLERK of the CHATHAM COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the CHATHAM COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: _____

Revenue Stamps \$ \_\_\_\_\_

### PERMANENT UTILITY EASEMENT

THIS INSTRUMENT DRAWN BY William Blair Scholl CHECKED BY Dennis Peebles

RETURN TO: Anna Mitchell, Carolina Land Acquisitions  
104 East Vance Street  
Zebulon, NC 27597

NORTH CAROLINA TIP/PARCEL NUMBER: 011  
COUNTY OF Chatham WBS ELEMENT: 44237  
TAX PARCEL 0062442 ROUTE: US 64

THIS EASEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 19  
by and between Chatham County, a North Carolina Municipal Corporation  
P.O. Box 608  
Pittsboro, NC 27312

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

#### WITNESSETH

THAT WHEREAS, the DEPARTMENT desires to construct and maintain a utility facility through and across the property of GRANTORS,

AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS,

NOW, THEREFORE, in consideration of said benefits, and further consideration of \$ \_\_\_\_\_ and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said utility facility across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of a utility facility across and through the property of GRANTORS located in Center Township, Chatham County, and being more fully described in a deed recorded in Book 338, Page 138, Chatham County Registry, said easement being described as follows:

Point of beginning being S 38°18'49.8" E, 67.400 feet from -L2- Sta 10+00 thence along a curve 33.600 feet and having a radius of 80.000 feet. The chord of said curve being on a bearing of S 51°32'23.7" W, a distance of 33.354 feet thence to a point on a bearing of S 28°13'32.5" E 24.962 feet thence to a point on a bearing of S 36°44'31.1" E 6.419 feet thence to a point on a bearing of S 1°21'14.7" W 61.065 feet thence to a point on a bearing of S 36°39'11.0" E 12.762 feet thence to a point on a bearing of N 2°3'53.1" E 119.246 feet returning to the point and place of beginning.

The final right of way plans showing the above described area are to be certified and recorded in the Office of the Register of Deeds for said county pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

Said Permanent Utility Easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The underlying fee owner shall have the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent utility easement area(s). It is further understood and agreed that Permanent Utility Easement shall be used by the Department for additional working area during the above described project.

IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

**Temporary Construction Easement described as follows:**

Point of beginning being S 12°0'48.0" E, 75.277 feet from -L2- Sta 10+00 thence along a curve 3.645 feet and having a radius of 80.000 feet. The chord of said curve being on a bearing of S 38°12'8.7" W, a distance of 3.645 feet thence along a curve 34.984 feet and having a radius of 132.500 feet. The chord of said curve being on a bearing of S 44°27'39.7" W, a distance of 34.883 feet thence to a point on a bearing of S 44°58'48.1" E 31.010 feet thence to a point on a bearing of S 3°57'56.1" E 0.543 feet thence to a point on a bearing of N 44°26'54.8" E 22.282 feet thence to a point on a bearing of N 4°18'48.6" E 12.373 feet thence to a point on a bearing of N 28°13'32.5" W 24.962 feet returning to the point and place of beginning.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described temporary easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

This easement is subject to the following provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.

There are no conditions to this EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 44237 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 44237, Chatham County; and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

COUNTY: Chatham WBS ELEMENT: 44237 TIP/PARCEL NO.: 011

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Chatham County, a North Carolina Municipal Corporation

Attest: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (SEAL)  
Lindsay Ray Clerk Michael Dasher Chairman

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that she is the CLERK of the CHATHAM COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the CHATHAM COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: _____





WHEREAS, the Department is authorized by G.S. 136-118 to enter into this agreement without filing the pleadings as set forth in G.S. 136-103.

NOW THEREFORE, in consideration of the mutual benefits inuring to all parties to this agreement and in further consideration of the mutual covenants contained herein, the parties to this agreement do hereby agree and consent that the Department, its employees, officials, contractors, or agents, or assigns, as well as utility companies and all others deemed necessary by the Department, may enter upon the above described lands for carrying on the work, construction, and utility relocations or utility encroachments for Project 44237 in accordance with the plans and specifications on file in its office in Raleigh, North Carolina, and that the Department, its employees, officials, agents, contractors, or assigns, as well as utility companies and all others deemed necessary by the Department, shall have the same rights for carrying on the work, construction, and utility relocations or utility encroachments for the project as would have been accorded by filing the pleadings required in North Carolina General Statute 136-103. It is understood and agreed that this Agreement includes the right to use the Permanent Utility Easement shown on the DEPARTMENT's plans for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents, assigns, and licensees (including, without limitation, public utility companies) shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

The right of entry described herein shall be presumed to begin as of the day and year of the entry of this agreement as first above written. The parties hereto agree that the right of entry granted shall not be deemed a trespass on the owners' property. The OWNERS DO HEREBY EXPRESSLY WAIVE any and all claims arising from any entry made pursuant to this agreement and being in the nature of a trespass, taking, or an inverse condemnation. This waiver applies to the Department, its employees, officials, contractors, agents, assigns, and/or licensees, as well as to utility companies and all others deemed necessary by the Department to enter the property for the purposes set forth herein.

IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

During the aforesaid period, the parties hereto shall continue to negotiate a resolution of the owners' claim for compensation for the property to be acquired for this highway project. In the event the Department determines that such negotiations have reached an impasse, the Department shall give written notice thereof to the Owners and may file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina. Likewise, the Owners may give written notice to the Department that such negotiations have reached an impasse and request the Department to file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina.

In the event that, as of the date of the acceptance by the Department of the completed highway project, the Department has not filed proceedings pursuant to Article 9, Chapter 136 of the General Statutes or the Owners' claim for just compensation for the property acquired for the highway project has not been otherwise resolved a settlement agreement, the Owners shall have two (2) years following the completion of the highway project in which to proceed to a determination of just compensation in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

The Owners do hereby agree and consent that no interest shall accrue against the Department during the period of entry set forth herein and do hereby waive any claims for interest except as may be allowed upon any award of just compensation as set forth in Section 136-113 of the North Carolina General Statutes, and in such case, such interest shall accrue only from the date of the filing of proceedings in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

TIP/PARCEL NO.: 011 COUNTY: Chatham

IN WITNESS WHEREOF, the parties hereto have set their hands and adopted seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Chatham County, a North Carolina Municipal Corporation

Attest: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (SEAL)  
Lindsay Ray Clerk Michael Dasher Chairman

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that she is the CLERK of the CHATHAM COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the CHATHAM COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: _____

Parcel 012  
Chatham County  
Sheets 4 and 7

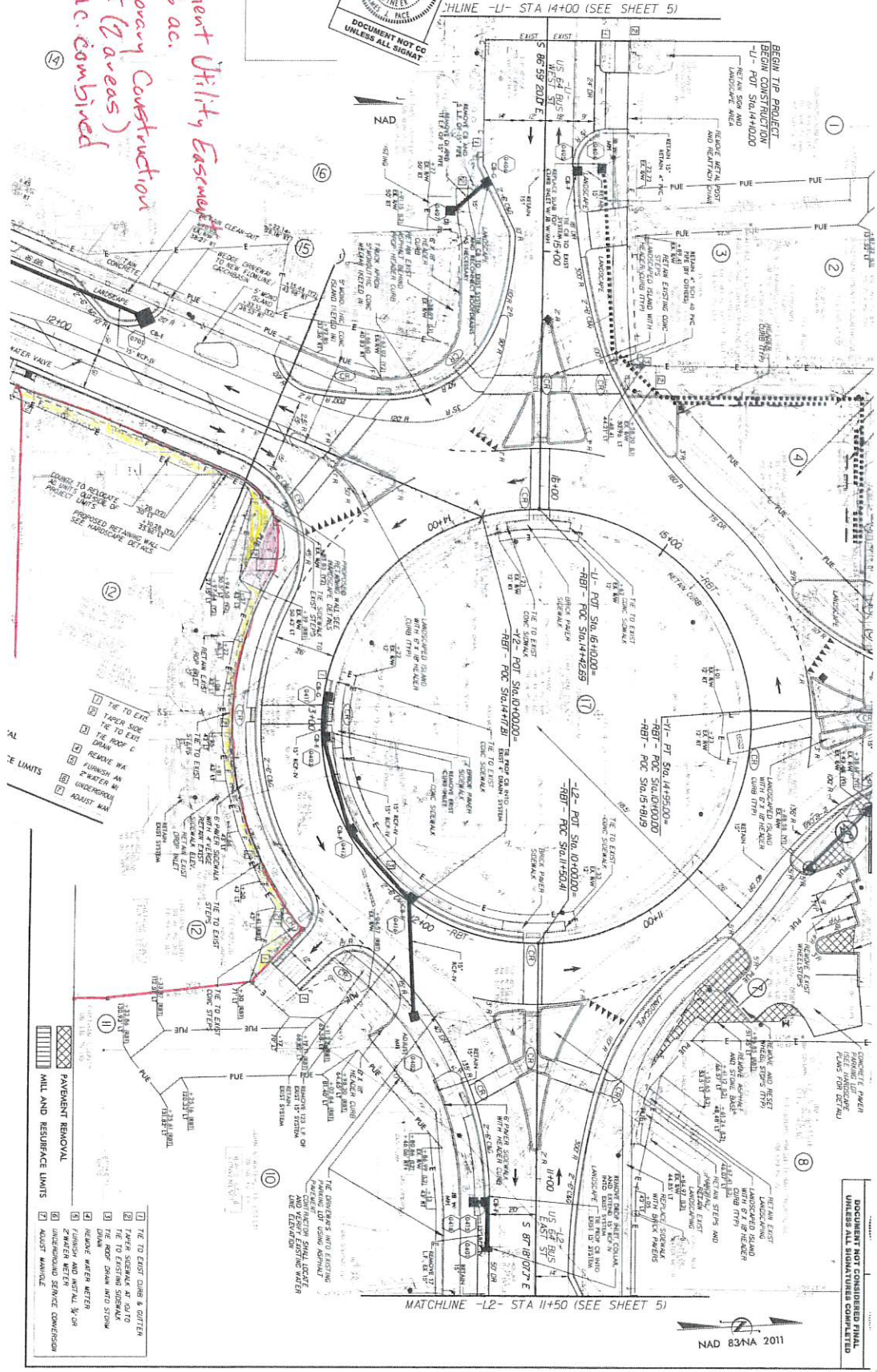
**Kimley Horn**  
431 HAYTERVILLE STREET, SUITE 400  
RALEIGH, NC 27601

PROJECT: ROADWAY IMPROVEMENT  
SHEET NO: 012  
NORTH CAROLINA PROFESSIONAL SEAL 03687

DOCUMENT NOT CO UNLESS ALL SIGNAT

REVISIONS


*- Permanent Utility Easement 0.006 ac.*  
*- Temporary Construction Easement (2 Areas) 0.032 ac. combined*



- 1. TIE TO EXIST
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- 1. TIE TO EXIST CURB & GUTTER
- 2. TIE TO EXIST SIDEWALK
- 3. TIE TO EXIST DRIVE
- 4. TIE TO EXIST DRIVE
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- 20. TIE TO EXIST DRIVE

DOCUMENT NOT CONSIDERED FINAL  
UNLESS ALL SIGNATURES COMPLETED



MATCHLINE -L2- STA 11+50 (SEE SHEET 5)

MATCHLINE -L1- STA 14+00 (SEE SHEET 5)



**SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY  
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES**

TO: Chatham County, a North Carolina Municipal Corporation      DATE: 1/17/2019  
12 East Street      TO: Lessee, if Applicable  
Pittsboro, NC 27312      N/A

TIP/PARCEL NO.: 012  
COUNTY Chatham      WBS ELEMENT: 44237  
DESCRIPTION: Intersection of US 64 Business and US 15/501

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$ <u>-0-</u>
Value of Permanent Easements to be Acquired	\$ <u>900.00</u>
Value of Temporary Easement (Rental of Land) to be Acquired	\$ <u>1,450.00</u>
Value of Improvements to be Acquired	\$ <u>-0-</u>
Damages, if any, to Remainder	\$ <u>-0-</u>
Benefits, if any, to Remainder	minus \$ <u>-0-</u>
<b>TOTAL CONTINGENT OFFER</b>	<b>\$ <u>2,350.00</u></b>

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book AF, Page 399, Chatham County Registry, contains approximately 0.560 acres of which -0- acres are being acquired as Right of Way, leaving 0.560 acres remaining on the right with access to US 15-501 and US Highway 64. Being acquired is a permanent utility easement containing approximately 0.006 acres and a temporary construction easement containing approximately 0.032 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:  
None

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ N/A. Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Dan Lamontagne (Interim County Manager) and Brian Stevens on January 17<sup>th</sup>, 20 19. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 919-375-4619.

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.



(Signed)

Brett Mitchell - Right of Way Agent

# RIGHT OF WAY CLAIM REPORT

TIP/PARCEL NO. 012 WBS ELEMENT 44237 COUNTY Chatham

CLAIM OF Chatham County PLAN SHEET 4 & 7

1. Land Area to be Acquired (Payment per square foot/acre supported by recent land sales on file.)

RIGHT OF WAY	R/W	AC	X	\$	=	\$	®	
PERM Drainage Easement	PDE	AC	X	\$	=	\$	®	
PERM Utility Easement	PUE	0.006 AC	X	\$ 149,250 X 90%	=	\$ 895.50	®	900
PERM Drainage/Utility Ease	DUE	AC	X	\$	=	\$	®	
PERM Aerial Utility Easement	AUE	AC	X	\$	=	\$	®	
PERM Construction Easement	PCE	AC	X	\$	=	\$	®	
TEMP Construction Easement	TCE	0.032 AC	X	\$ 149,250 X 30%	=	\$ 1,432.80	®	1,450
TEMP Drainage Easement	TDE	AC	X	\$	=	\$	®	
TEMP Utility Easement	TUE	AC	X	\$	=	\$	®	
OTHER		AC	X	\$	=	\$	®	
<b>LAND TOTAL</b>							<b>\$</b>	<b>2,350</b>

2. Payment for improvement(s) to be acquired. Material and labor costs documented in the State's files.

<u>N/A</u>	<u>\$ -0-</u>
<u>N/A</u>	<u>\$ -0-</u>
<u>N/A</u>	<u>\$ -0-</u>

**IMPROVEMENTS TOTAL** \$ -0-

3. Cost to Cure (Curable items only)

<u>N/A</u>	<b>COST TO CURE TOTAL</b> \$ <u>-0-</u>
------------	---

**GRAND TOTAL** \$ 2,350

Comments: Values derived from closings and listings proximate to the subject property.  
MLS#- 2188840, 2193483, 1961791

Certificate of Preparer and Approver: I hereby certify that I am familiar with the property which is the subject of this estimate; that this estimate is based on data contained in the files of the agency and that I have no direct or indirect, present or contemplated future personal interest in this property or in any benefit from the acquisition of this property. **If the total of this estimate is over \$10,000, (1) this estimate must be prepared by someone other than the negotiating agent and (2) the owner must be advised of his/her right to have their property appraised.**

Preparer Signature:  **Cole Thorson** Date 12/19/2018

NCDOT Approval Signature:  **William Blair Scholl** Date 01/09/19

TEMPORARY EASEMENT TOTAL \$ 1,450 PERMANENT EASEMENT TOTAL \$ 900

Revenue Stamps \$ \_\_\_\_\_

### PERMANENT UTILITY EASEMENT

THIS INSTRUMENT DRAWN BY William Blair Scholl CHECKED BY Dennis Peebles

RETURN TO: Anna Mitchell, Carolina Land Acquisitions  
104 East Vance Street  
Zebulon, NC 27597

NORTH CAROLINA TIP/PARCEL NUMBER: 012  
COUNTY OF Chatham WBS ELEMENT: 44237  
TAX PARCEL 0062419 ROUTE: US 64

THIS EASEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 19  
by and between Chatham County, a North Carolina Municipal Corporation  
P.O. Box 608  
Pittsboro, NC 27312

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

#### WITNESSETH

THAT WHEREAS, the DEPARTMENT desires to construct and maintain a utility facility through and across the property of GRANTORS,

AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS,

NOW, THEREFORE, in consideration of said benefits, and further consideration of \$ \_\_\_\_\_ and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said utility facility across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of a utility facility across and through the property of GRANTORS located in Center Township, Chatham County, and being more fully described in a deed recorded in Book AF, Page 399, Chatham County Registry, said easement being described as follows:

Point of beginning being S 53°52'24.7" W, 192.547 feet from -L2- Sta 10+00 thence along a curve 7.058 feet and having a radius of 132.500 feet. The chord of said curve being on a bearing of N 60°5'45.1" W, a distance of 7.057 feet thence along a curve 27.515 feet and having a radius of 30.000 feet. The chord of said curve being on a bearing of N 84°50'39.2" W, a distance of 26.560 feet thence to a point on a bearing of S 60°50'41.7" E 31.446 feet thence to a point on a bearing of N 28°29'10.6" E 10.711 feet returning to the point and place of beginning.

The final right of way plans showing the above described area are to be certified and recorded in the Office of the Register of Deeds for said county pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

Said Permanent Utility Easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The underlying fee owner shall have the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent utility easement area(s). It is further understood and agreed that Permanent Utility Easement shall be used by the Department for additional working area during the above described project.

IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

**Temporary Construction Easement described as follows:**

**Area One:**

Point of beginning being S 6°12'8.2" W, 101.986 feet from -L2- Sta 10+00 thence along a curve 153.446 feet and having a radius of 132.500 feet. The chord of said curve being on a bearing of S 85°12'5.4" W, a distance of 145.014 feet thence to a point on a bearing of S 28°29'10.6" W 10.711 feet thence to a point on a bearing of N 49°54'49.4" E 8.019 feet thence to a point on a bearing of S 67°23'53.4" E 21.949 feet thence to a point on a bearing of S 76°59'56.7" E 23.409 feet thence to a point on a bearing of S 85°21'40.2" E 16.104 feet thence to a point on a bearing of N 86°53'46.2" E 20.489 feet thence to a point on a bearing of N 77°54'52.8" E 21.949 feet thence to a point on a bearing of N 68°18'49.5" E 23.409 feet thence to a point on a bearing of N 60°34'15.9" E 13.179 feet thence to a point on a bearing of S 68°4'0.6" E 33.120 feet thence to a point on a bearing of N 44°26'54.8" E 0.629 feet thence to a point on a bearing of N 3°57'56.1" W 0.543 feet thence to a point on a bearing of N 44°58'48.1" W 31.010 feet returning to the point and place of beginning.

**Area Two:**

Point of beginning being S 60°13'29.1" W, 216.703 feet from -L2- Sta 10+00 thence along a curve 22.979 feet and having a radius of 30.000 feet. The chord of said curve being on a bearing of S 46°56'18.4" W, a distance of 22.421 feet thence to a point on a bearing of S 24°59'43.8" W 101.365 feet thence to a point on a bearing of S 87°37'53.0" E 5.688 feet thence to a point on a bearing of N 24°59'43.8" E 83.802 feet thence to a point on a bearing of N 1°57'26.1" E 10.567 feet thence to a point on a bearing of N 30°47'36.3" E 12.701 feet thence to a point on a bearing of N 71°51'53.8" E 4.593 feet thence to a point on a bearing of S 78°52'12.7" E 35.012 feet thence to a point on a bearing of N 60°50'41.7" W 31.446 feet returning to the point and place of beginning.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described temporary easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

This easement is subject to the following provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.

There are no conditions to this EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

COUNTY: Chatham WBS ELEMENT: 44237 TIP/PARCEL NO.: 011

The Grantors acknowledge that the project plans for Project # 44237 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 44237, Chatham County; and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Chatham County, a North Carolina Municipal Corporation

Attest: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (SEAL)  
Lindsay Ray Clerk Michael Dasher Chairman

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that she is the CLERK of the CHATHAM COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the CHATHAM COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: _____



## AGREEMENT FOR ENTRY

Prepared By: Brett Mitchell  
RETURN TO: Carolina Land Acquisitions  
104 East Vance Street  
Zebulon, NC 27597

STATE OF NORTH CAROLINA TIP/PARCEL NO.: 012  
Chatham COUNTY WBS ELEMENT 44237

THIS AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the North Carolina Department of Transportation (hereinafter called the Department) and Chatham County, a North Carolina Municipal Corporation  
P.O. Box 608, Pittsboro, NC 27312  
(hereinafter called the owners);

### WITNESSETH

THAT WHEREAS, the Department desires to enter certain lands of the owners located in \_\_\_\_\_ Center \_\_\_\_\_ Township, \_\_\_\_\_ Chatham \_\_\_\_\_ County, described as follows:

#### **Permanent Utility Easement described as follows:**

Point of beginning being S 53°52'24.7" W, 192.547 feet from -L2- Sta 10+00 thence along a curve 7.058 feet and having a radius of 132.500 feet. The chord of said curve being on a bearing of N 60°5'45.1" W, a distance of 7.057 feet thence along a curve 27.515 feet and having a radius of 30.000 feet. The chord of said curve being on a bearing of N 84°50'39.2" W, a distance of 26.560 feet thence to a point on a bearing of S 60°50'41.7" E 31.446 feet thence to a point on a bearing of N 28°29'10.6" E 10.711 feet returning to the point and place of beginning.

#### **Temporary Construction Easement described as follows:**

##### **Area One:**

Point of beginning being S 6°12'8.2" W, 101.986 feet from -L2- Sta 10+00 thence along a curve 153.446 feet and having a radius of 132.500 feet. The chord of said curve being on a bearing of S 85°12'5.4" W, a distance of 145.014 feet thence to a point on a bearing of S 28°29'10.6" W 10.711 feet thence to a point on a bearing of N 49°54'49.4" E 8.019 feet thence to a point on a bearing of S 67°23'53.4" E 21.949 feet thence to a point on a bearing of S 76°59'56.7" E 23.409 feet thence to a point on a bearing of S 85°21'40.2" E 16.104 feet thence to a point on a bearing of N 86°53'46.2" E 20.489 feet thence to a point on a bearing of N 77°54'52.8" E 21.949 feet thence to a point on a bearing of N 68°18'49.5" E 23.409 feet thence to a point on a bearing of N 60°34'15.9" E 13.179 feet thence to a point on a bearing of S 68°4'0.6" E 33.120 feet thence to a point on a bearing of N 44°26'54.8" E 0.629 feet thence to a point on a bearing of N 3°57'56.1" W 0.543 feet thence to a point on a bearing of N 44°58'48.1" W 31.010 feet returning to the point and place of beginning.

##### **Area Two:**

Point of beginning being S 60°13'29.1" W, 216.703 feet from -L2- Sta 10+00 thence along a curve 22.979 feet and having a radius of 30.000 feet. The chord of said curve being on a bearing of S 46°56'18.4" W, a distance of 22.421 feet thence to a point on a bearing of S 24°59'43.8" W 101.365 feet thence to a point on a bearing of S 87°37'53.0" E 5.688 feet thence to a point on a bearing of N 24°59'43.8" E 83.802 feet thence to a point on a bearing of N 1°57'26.1" E 10.567 feet thence to a point on a bearing of N 30°47'36.3" E 12.701 feet thence to a point on a bearing of N 71°51'53.8" E 4.593 feet thence to a point on a bearing of S 78°52'12.7" E 35.012 feet thence to a point on a bearing of N 60°50'41.7" W 31.446 feet returning to the point and place of beginning.

for the construction of State Highway Project 44237

WHEREAS, the Department is authorized by G.S. 136-118 to enter into this agreement without filing the pleadings as set forth in G.S. 136-103.

NOW THEREFORE, in consideration of the mutual benefits inuring to all parties to this agreement and in further consideration of the mutual covenants contained herein, the parties to this agreement do hereby agree and consent that the Department, its employees, officials, contractors, or agents, or assigns, as well as utility companies and all others deemed necessary by the Department, may enter upon the above described lands for carrying on the work, construction, and utility relocations or utility encroachments for Project 44237 in accordance with the plans and specifications on file in its office in Raleigh, North Carolina, and that the Department, its employees, officials, agents, contractors, or assigns, as well as utility companies and all others deemed necessary by the Department, shall have the same rights for carrying on the work, construction, and utility relocations or utility encroachments for the project as would have been accorded by filing the pleadings required in North Carolina General Statute 136-103. It is understood and agreed that this Agreement includes the right to use the Permanent Utility Easement shown on the DEPARTMENT's plans for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents, assigns, and licensees (including, without limitation, public utility companies) shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

The right of entry described herein shall be presumed to begin as of the day and year of the entry of this agreement as first above written. The parties hereto agree that the right of entry granted shall not be deemed a trespass on the owners' property. The OWNERS DO HEREBY EXPRESSLY WAIVE any and all claims arising from any entry made pursuant to this agreement and being in the nature of a trespass, taking, or an inverse condemnation. This waiver applies to the Department, its employees, officials, contractors, agents, assigns, and/or licensees, as well as to utility companies and all others deemed necessary by the Department to enter the property for the purposes set forth herein.

IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

During the aforesaid period, the parties hereto shall continue to negotiate a resolution of the owners' claim for compensation for the property to be acquired for this highway project. In the event the Department determines that such negotiations have reached an impasse, the Department shall give written notice thereof to the Owners and may file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina. Likewise, the Owners may give written notice to the Department that such negotiations have reached an impasse and request the Department to file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina.

In the event that, as of the date of the acceptance by the Department of the completed highway project, the Department has not filed proceedings pursuant to Article 9, Chapter 136 of the General Statutes or the Owners' claim for just compensation for the property acquired for the highway project has not been otherwise resolved a settlement agreement, the Owners shall have two (2) years following the completion of the highway project in which to proceed to a determination of just compensation in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

The Owners do hereby agree and consent that no interest shall accrue against the Department during the period of entry set forth herein and do hereby waive any claims for interest except as may be allowed upon any award of just compensation as set forth in Section 136-113 of the North Carolina General Statutes, and in such case, such interest shall accrue only from the date of the filing of proceedings in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

TIP/PARCEL NO.: 012 COUNTY: Chatham

IN WITNESS WHEREOF, the parties hereto have set their hands and adopted seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Chatham County, a North Carolina Municipal Corporation

Attest: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (SEAL)  
Lindsay Ray Clerk Michael Dasher Chairman

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that she is the CLERK of the CHATHAM COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the CHATHAM COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: _____

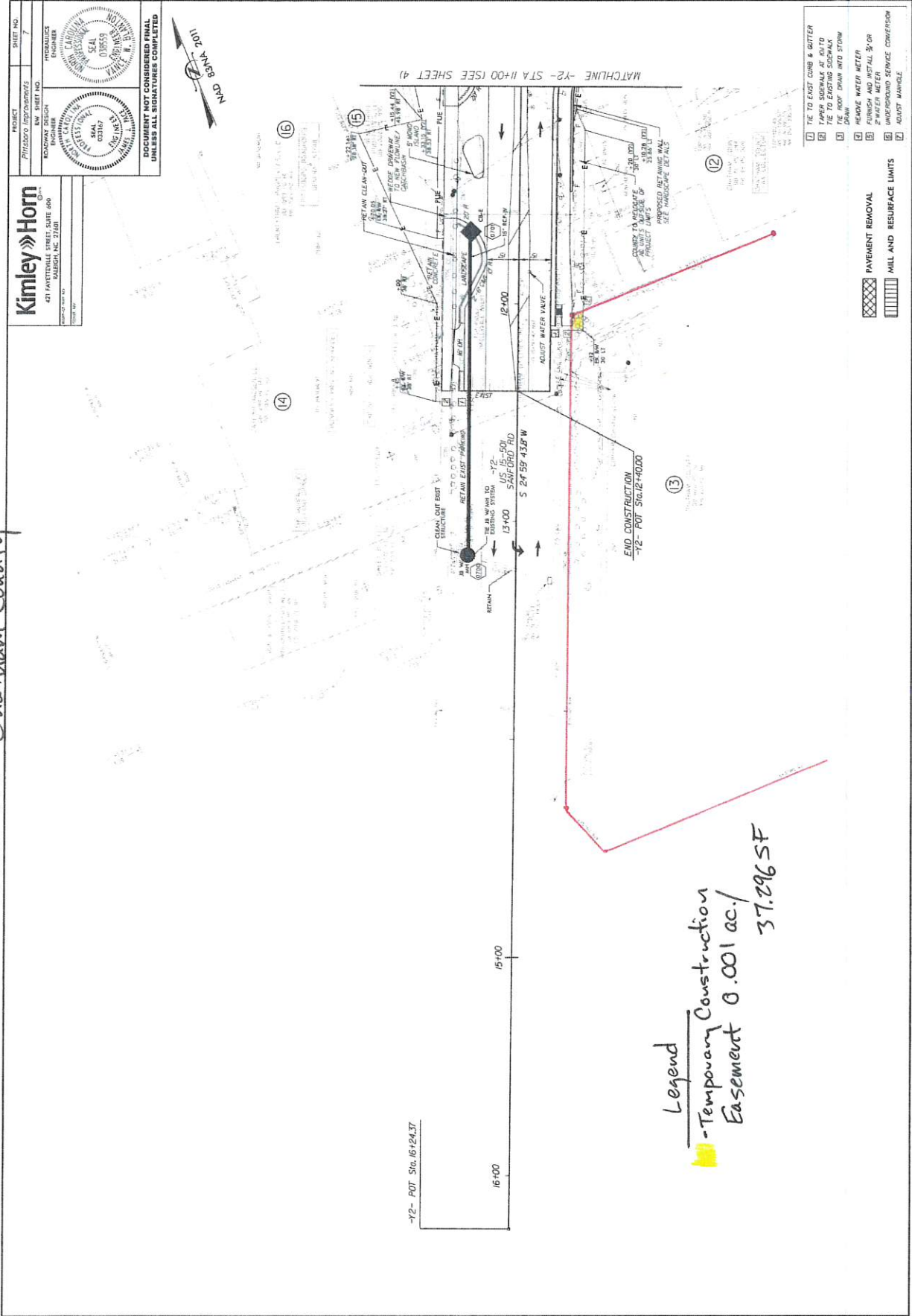
Parcel 013 Chatham County

**Kimley-Horn**  
 471 FAYETTEVILLE STREET, SUITE 600  
 DALLAS, TX 75201

PROJECT: PITHOOD IMPROVEMENTS	SHEET NO: 7
DATE: 03/15/17	DESIGNER: HYDRAULICS ENGINEER
SCALE: 1" = 40'	SEAL: 038550

PROFESSIONAL ENGINEER  
 STATE OF TEXAS  
 EXPIRES 03/15/20

DOCUMENT NOT CONSIDERED FINAL  
 UNLESS ALL SIGNATURES COMPLETED



Legend  
 - Temporary Construction Easement 0.001 ac. / 37,296 SF

- 1 TIE TO EXIST CURB & GUTTER
  - 2 TAPER SIDEWALK AT AUTO
  - 3 TIE TO EXIST SIDEWALK
  - 4 24" DIA. ROOF DRAIN INTO STORM
  - 5 REMOVE WATER METER
  - 6 FINISH AND INSTALL 30" OR
  - 7 WATER METER
  - 8 UNDERGROUND SERVICE CONNECTION
  - 9 ADJUST MANHOLE
- PAYMENT REMOVAL  
 HILL AND RESURFACE LIMITS

MATCHLINE -12- STA 11+00 (SEE SHEET 4)

**SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY  
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES**

TO: Chatham County, a North Carolina Municipal Corporation      DATE: 1/17/2019  
12 East Street      TO: Lessee, if Applicable  
Pittsboro, NC 27312      N/A

TIP/PARCEL NO.: 013  
COUNTY Chatham      WBS ELEMENT: 44237  
DESCRIPTION: Intersection of US 64 Business and US 15/501

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$ <u>-0-</u>
Value of Permanent Easements to be Acquired	\$ <u>-0-</u>
Value of Temporary Easement (Rental of Land) to be Acquired	\$ <u>50.00</u>
Value of Improvements to be Acquired	\$ <u>-0-</u>
Damages, if any, to Remainder	\$ <u>-0-</u>
Benefits, if any, to Remainder	minus \$ <u>-0-</u>
<b>TOTAL CONTINGENT OFFER</b>	<b>\$ <u>50.00</u></b>

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 626, Page 10, Chatham County Registry, contains approximately 0.805 acres of which -0- acres are being acquired as Right of Way, leaving approximately 0.805 acres remaining on the right with access to US 15-501 (Sanford Road). Being acquired is a temporary construction easement containing approximately 0.001 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:  
None

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ N/A. Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Dan Lamontagne (Interim County Manager) and Brian Stevens on January 17<sup>th</sup>, 20 19. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 919-375-4619.

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.



(Signed) \_\_\_\_\_

Brett Mitchell - Right of Way Agent



# RIGHT OF WAY CLAIM REPORT

TIP/PARCEL NO. 013 WBS ELEMENT 44237 COUNTY Chatham

CLAIM OF Chatham County PLAN SHEET 4 & 7

1. Land Area to be Acquired (Payment per square foot/acre supported by recent land sales on file.)

RIGHT OF WAY	R/W	AC	X	\$	=	\$	®	
PERM Drainage Easement	PDE	AC	X	\$	=	\$	®	
PERM Utility Easement	PUE	AC	X	\$	=	\$	®	
PERM Drainage/Utility Ease	DUE	AC	X	\$	=	\$	®	
PERM Aerial Utility Easement	AUE	AC	X	\$	=	\$	®	
PERM Construction Easement	PCE	AC	X	\$	=	\$	®	
TEMP Construction Easement	TCE	0.001	AC	X	\$	149,250 X 30%	=	\$ 44.78 ® 50
TEMP Drainage Easement	TDE	AC	X	\$	=	\$	®	
TEMP Utility Easement	TUE	AC	X	\$	=	\$	®	
OTHER		AC	X	\$	=	\$	®	
<b>LAND TOTAL</b>							<b>\$</b>	<b>50</b>

2. Payment for improvement(s) to be acquired. Material and labor costs documented in the State's files.

N/A	\$	-0-	
N/A	\$	-0-	
N/A	\$	-0-	
<b>IMPROVEMENTS TOTAL</b>			<b>\$ -0-</b>

3. Cost to Cure (Curable items only)

N/A			
<b>COST TO CURE TOTAL</b>			<b>\$ -0-</b>
<b>GRAND TOTAL</b>			<b>\$ 50</b>

Comments: Values derived from closings and listings proximate to the subject property.  
MLS#- 2188840, 2193483, 1961791

Certificate of Preparer and Approver: I hereby certify that I am familiar with the property which is the subject of this estimate; that this estimate is based on data contained in the files of the agency and that I have no direct or indirect, present or contemplated future personal interest in this property or in any benefit from the acquisition of this property. **If the total of this estimate is over \$10,000, (1) this estimate must be prepared by someone other than the negotiating agent and (2) the owner must be advised of his/her right to have their property appraised.**

Preparer Signature:  **Cole Thorson** Date 12/19/2018

NCDOT Approval Signature:  **William Blair Scholl** Date 01/09/19

TEMPORARY EASEMENT TOTAL \$ 50 PERMANENT EASEMENT TOTAL \$ -0-

Revenue Stamps \$ \_\_\_\_\_

### TEMPORARY EASEMENT

THIS INSTRUMENT DRAWN BY William Blair Scholl CHECKED BY Dennis Peebles

RETURN TO: Anna Mitchell, Carolina Land Acquisitions  
104 East Vance Street  
Zebulon, NC 27597

NORTH CAROLINA TIP/PARCEL NUMBER: 013  
COUNTY OF Chatham WBS ELEMENT: 44237  
TAX PARCEL 0007886 ROUTE: US Highway 64/US 15-501

THIS EASEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 19  
by and between Chatham County, a North Carolina Municipal Corporation  
P.O. Box 608  
Pittsboro, NC 27312

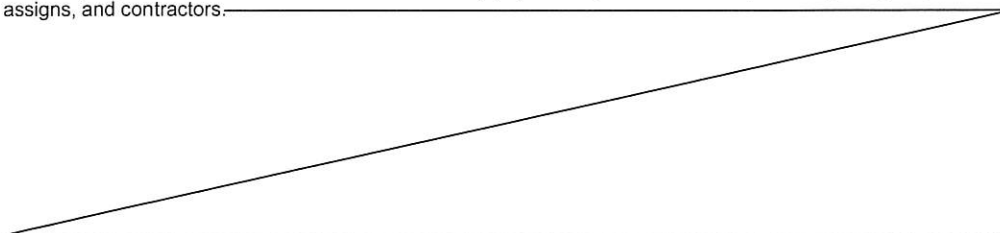
hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

#### WITNESSETH

THAT the GRANTORS, for themselves, their heirs, successors, executors, and assigns, for and in consideration of the sum of \$ \_\_\_\_\_ agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors, and assigns, a temporary easement for highway purposes, subject to the terms and provisions hereinafter set forth, over a portion of real property described in deed(s) recorded in Book 626, Page 10 in the office of the Register of Deeds of Chatham County, said easement being described as follows:

Point of beginning being N 42°18'57.3" E, 100.768 feet from -Y2- Sta 13+00 thence to a point on a bearing of N 87°37'53.0" W 5.688 feet thence to a point on a bearing of S 24°59'43.8" W 6.010 feet thence to a point on a bearing of S 65°0'16.2" E 5.250 feet thence to a point on a bearing of N 24°59'43.8" E 8.198 feet returning to the point and place of beginning.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described temporary easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.



COUNTY: Chatham WBS ELEMENT: 44237 TIP/PARCEL NO.: 013

Said easement widths, station numbers, survey lines and additional easement areas being delineated on that set of plans for State Highway Project 44237 on file in the office of the Department of Transportation in Raleigh, North Carolina, and also on a copy of said project plans which will be recorded, pursuant to N.C.G.S 136-19.4, in the Office of the Register of Deeds of Chatham County, to which plans reference is hereby made for greater certainty of description of the easement areas herein conveyed and for no other purpose.

This EASEMENT is subject to the following terms and provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.

There are no conditions to this EASEMENT not expressed herein.

TO HAVE AND TO HOLD said temporary easement for highway purposes, subject to the terms and provisions hereinabove set forth, unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the said temporary easement; and that they will warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 44237 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 44237, Chatham County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

COUNTY: Chatham WBS ELEMENT: 44237 TIP/PARCEL NO.: 013

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Chatham County, a North Carolina Municipal Corporation

Attest: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (SEAL)  
Lindsay Ray Clerk Michael Dasher Chairman

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that she is the CLERK of the CHATHAM COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the CHATHAM COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: _____





WHEREAS, the Department is authorized by G.S. 136-118 to enter into this agreement without filing the pleadings as set forth in G.S. 136-103.

NOW THEREFORE, in consideration of the mutual benefits inuring to all parties to this agreement and in further consideration of the mutual covenants contained herein, the parties to this agreement do hereby agree and consent that the Department, its employees, officials, contractors, or agents, or assigns, as well as utility companies and all others deemed necessary by the Department, may enter upon the above described lands for carrying on the work, construction, and utility relocations or utility encroachments for Project 44237 in accordance with the plans and specifications on file in its office in Raleigh, North Carolina, and that the Department, its employees, officials, agents, contractors, or assigns, as well as utility companies and all others deemed necessary by the Department, shall have the same rights for carrying on the work, construction, and utility relocations or utility encroachments for the project as would have been accorded by filing the pleadings required in North Carolina General Statute 136-103. It is understood and agreed that this Agreement includes the right to use the Permanent Utility Easement shown on the DEPARTMENT'S plans for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents, assigns, and licensees (including, without limitation, public utility companies) shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

The right of entry described herein shall be presumed to begin as of the day and year of the entry of this agreement as first above written. The parties hereto agree that the right of entry granted shall not be deemed a trespass on the owners' property. The OWNERS DO HEREBY EXPRESSLY WAIVE any and all claims arising from any entry made pursuant to this agreement and being in the nature of a trespass, taking, or an inverse condemnation. This waiver applies to the Department, its employees, officials, contractors, agents, assigns, and/or licensees, as well as to utility companies and all others deemed necessary by the Department to enter the property for the purposes set forth herein.

IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

During the aforesaid period, the parties hereto shall continue to negotiate a resolution of the owners' claim for compensation for the property to be acquired for this highway project. In the event the Department determines that such negotiations have reached an impasse, the Department shall give written notice thereof to the Owners and may file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina. Likewise, the Owners may give written notice to the Department that such negotiations have reached an impasse and request the Department to file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina.

In the event that, as of the date of the acceptance by the Department of the completed highway project, the Department has not filed proceedings pursuant to Article 9, Chapter 136 of the General Statutes or the Owners' claim for just compensation for the property acquired for the highway project has not been otherwise resolved a settlement agreement, the Owners shall have two (2) years following the completion of the highway project in which to proceed to a determination of just compensation in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

The Owners do hereby agree and consent that no interest shall accrue against the Department during the period of entry set forth herein and do hereby waive any claims for interest except as may be allowed upon any award of just compensation as set forth in Section 136-113 of the North Carolina General Statutes, and in such case, such interest shall accrue only from the date of the filing of proceedings in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

TIP/PARCEL NO.: 013 COUNTY: Chatham

IN WITNESS WHEREOF, the parties hereto have set their hands and adopted seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Chatham County, a North Carolina Municipal Corporation

Attest: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (SEAL)  
Lindsay Ray Clerk Michael Dasher Chairman

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that she is the CLERK of the CHATHAM COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the CHATHAM COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: _____



**SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY  
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES**

TO: Chatham County, a North Carolina Municipal Corporation      DATE: 1/17/2019  
12 East Street      TO: Lessee, if Applicable  
Pittsboro, NC 27312      N/A

TIP/PARCEL NO.: 017  
COUNTY Chatham      WBS ELEMENT: 44237  
DESCRIPTION: Intersection of US 64 Business and US 15/501

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$ <u>-0-</u>
Value of Permanent Easements to be Acquired	\$ <u>-0-</u>
Value of Temporary Easement (Rental of Land) to be Acquired	\$ <u>1,625.00</u>
Value of Improvements to be Acquired	\$ <u>-0-</u>
Damages, if any, to Remainder	\$ <u>-0-</u>
Benefits, if any, to Remainder	minus \$ <u>-0-</u>
<b>TOTAL CONTINGENT OFFER</b>	<b>\$ <u>1,625.00</u></b>

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book AF, Page 399, Chatham County Registry, contains approximately 0.552 acres of which -0- acres are being acquired as Right of Way, leaving 0.552 acres remaining on the left and right with access to US Highway 64 and US 15-501. Being acquired is a temporary construction easement containing approximately 0.036 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:  
None

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ N/A. Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Dan Lamontagne (Interim County Manager) and Brian Stevens on January 17<sup>th</sup>, 20 19. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 919-375-4619.

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.



(Signed) \_\_\_\_\_  
Brett Mitchell - Right of Way Agent



# RIGHT OF WAY CLAIM REPORT

TIP/PARCEL NO. 017 WBS ELEMENT 44237 COUNTY Chatham

CLAIM OF Chatham County PLAN SHEET 4

1. Land Area to be Acquired (Payment per square foot/acre supported by recent land sales on file.)

RIGHT OF WAY	R/W	AC	X	\$	=	\$	®	
PERM Drainage Easement	PDE	AC	X	\$	=	\$	®	
PERM Utility Easement	PUE	AC	X	\$	=	\$	®	
PERM Drainage/Utility Ease	DUE	AC	X	\$	=	\$	®	
PERM Aerial Utility Easement	AUE	AC	X	\$	=	\$	®	
PERM Construction Easement	PCE	AC	X	\$	=	\$	®	
TEMP Construction Easement	TCE	0.036 AC	X	\$ 149,250 X 30%	=	\$ 1,611.90	®	1,625
TEMP Drainage Easement	TDE	AC	X	\$	=	\$	®	
TEMP Utility Easement	TUE	AC	X	\$	=	\$	®	
OTHER		AC	X	\$	=	\$	®	
<b>LAND TOTAL</b>							<b>\$</b>	<b>1,625</b>

2. Payment for improvement(s) to be acquired. Material and labor costs documented in the State's files.

N/A	\$	-0-		
N/A	\$	-0-		
N/A	\$	-0-		
<b>IMPROVEMENTS TOTAL</b>				<b>\$ -0-</b>

3. Cost to Cure (Curable items only)

N/A				
<b>COST TO CURE TOTAL</b>				<b>\$ -0-</b>
<b>GRAND TOTAL</b>				<b>\$ 1,625</b>

Comments: Values derived from closings and listings proximate to the subject property.  
MLS#- 2188840, 2193483, 1961791

Certificate of Preparer and Approver: I hereby certify that I am familiar with the property which is the subject of this estimate; that this estimate is based on data contained in the files of the agency and that I have no direct or indirect, present or contemplated future personal interest in this property or in any benefit from the acquisition of this property. **If the total of this estimate is over \$10,000, (1) this estimate must be prepared by someone other than the negotiating agent and (2) the owner must be advised of his/her right to have their property appraised.**

Preparer Signature:  **Cole Thorson** Date 12/19/2018

NCDOT Approval Signature:  **William Blair Scholl** Date 01/09/19

TEMPORARY EASEMENT TOTAL \$ 1,450 PERMANENT EASEMENT TOTAL \$ -0-



Revenue Stamps \$ \_\_\_\_\_

## TEMPORARY EASEMENT

THIS INSTRUMENT DRAWN BY William Blair Scholl CHECKED BY Dennis Peebles

RETURN TO: Anna Mitchell, Carolina Land Acquisitions  
104 East Vance Street  
Zebulon, NC 27597

NORTH CAROLINA TIP/PARCEL NUMBER: 017  
COUNTY OF Chatham WBS ELEMENT: 44237  
TAX PARCEL 0089649 ROUTE: US Highway 64/US 15-501

THIS EASEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 19  
by and between Chatham County, a North Carolina Municipal Corporation  
P.O. Box 608  
Pittsboro, NC 27312

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

### WITNESSETH

THAT the GRANTORS, for themselves, their heirs, successors, executors, and assigns, for and in consideration of the sum of \$ \_\_\_\_\_ agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors, and assigns, a temporary easement for highway purposes, subject to the terms and provisions hereinafter set forth, over a portion of real property described in deed(s) recorded in Book AF, Page 399 in the office of the Register of Deeds of Chatham County, said easement being described as follows:

#### Temporary Construction Easement:

##### Area One:

Point of beginning being N 56°26'40.4" E, 146.121 feet from -L1- Sta 16+00 thence along a curve 20.894 feet and having a radius of 87.500 feet. The chord of said curve being on a bearing of N 83°58'51.9" W, a distance of 20.845 feet thence to a point on a bearing of S 0°52'32.2" E 7.365 feet thence to a point on a bearing of S 84°3'43.4" E 19.101 feet thence to a point on a bearing of N 12°45'5.4" E 7.335 feet returning to the point and place of beginning.

##### Area Two:

Point of beginning being S 40°40'58.8" E, 115.829 feet from -L1- Sta 16+00 thence along a curve 178.216 feet and having a radius of 87.500 feet. The chord of said curve being on a bearing of N 49°28'47.3" E, a distance of 148.970 feet thence to a point on a bearing of S 80°53'13.3" W 6.971 feet thence along a curve 164.481 feet and having a radius of 80.500 feet. The chord of said curve being on a bearing of S 49°25'17.9" W, a distance of 137.326 feet thence to a point on a bearing of S 17°57'22.5" W 6.681 feet returning to the point and place of beginning.

##### Area Three:

Point of beginning being N 45°25'24.7" E, 24.661 feet from -L1- Sta 16+00 thence along a curve 36.935 feet and having a radius of 87.500 feet. The chord of said curve being on a bearing of S 2°21'55.9" W, a distance of 36.662 feet thence to a point on a bearing of N 80°31'1.3" E 7.025 feet thence along a curve 33.941 feet and having a radius of 80.500 feet. The chord of said curve being on a bearing of N 2°35'44.2" E, a distance of 33.690 feet thence to a point on a bearing of N 75°19'33.0" W 7.176 feet returning to the point and place of beginning.

COUNTY: Chatham WBS ELEMENT: 44237 TIP/PARCEL NO.: 017

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described temporary easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

Said easement widths, station numbers, survey lines and additional easement areas being delineated on that set of plans for State Highway Project 44237 on file in the office of the Department of Transportation in Raleigh, North Carolina, and also on a copy of said project plans which will be recorded, pursuant to N.C.G.S 136-19.4, in the Office of the Register of Deeds of Chatham County, to which plans reference is hereby made for greater certainty of description of the easement areas herein conveyed and for no other purpose.

This EASEMENT is subject to the following terms and provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.

There are no conditions to this EASEMENT not expressed herein.

TO HAVE AND TO HOLD said temporary easement for highway purposes, subject to the terms and provisions hereinabove set forth, unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the said temporary easement; and that they will warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 44237 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 44237, Chatham County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

COUNTY: Chatham WBS ELEMENT: 44237 TIP/PARCEL NO.: 017

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Chatham County, a North Carolina Municipal Corporation

Attest: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (SEAL)  
Lindsay Ray Clerk Michael Dasher Chairman

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that _____ personally came
	before me this day and acknowledged that she is the CLERK of the CHATHAM COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the CHATHAM COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: _____

## AGREEMENT FOR ENTRY

Prepared By: Brett Mitchell  
RETURN TO: Carolina Land Acquisitions  
104 East Vance Street  
Zebulon, NC 27597

STATE OF NORTH CAROLINA TIP/PARCEL NO.: 017  
Chatham COUNTY WBS ELEMENT 44237

THIS AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the North Carolina Department of Transportation (hereinafter called the Department) and Chatham County, a North Carolina Municipal Corporation  
P.O. Box 608, Pittsboro, NC 27312  
(hereinafter called the owners);

### WITNESSETH

THAT WHEREAS, the Department desires to enter certain lands of the owners located in \_\_\_\_\_ Center \_\_\_\_\_ Township, \_\_\_\_\_ Chatham \_\_\_\_\_ County, described as follows:

#### **Temporary Construction Easement described as follows**

##### **Area One:**

Point of beginning being N 56°26'40.4" E, 146.121 feet from -L1- Sta 16+00 thence along a curve 20.894 feet and having a radius of 87.500 feet. The chord of said curve being on a bearing of N 83°58'51.9" W, a distance of 20.845 feet thence to a point on a bearing of S 0°52'32.2" E 7.365 feet thence to a point on a bearing of S 84°3'43.4" E 19.101 feet thence to a point on a bearing of N 12°45'5.4" E 7.335 feet returning to the point and place of beginning.

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Point of beginning being N 45°25'24.7" E, 24.661 feet from -L1- Sta 16+00 thence along a curve 36.935 feet and having a radius of 87.500 feet. The chord of said curve being on a bearing of S 2°21'55.9" W, a distance of 36.662 feet thence to a point on a bearing of N 80°31'1.3" E 7.025 feet thence along a curve 33.941 feet and having a radius of 80.500 feet. The chord of said curve being on a bearing of N 2°35'44.2" E, a distance of 33.690 feet thence to a point on a bearing of N 75°19'33.0" W 7.176 feet returning to the point and place of beginning.

for the construction of State Highway Project 44237

WHEREAS, the Department is authorized by G.S. 136-118 to enter into this agreement without filing the pleadings as set forth in G.S. 136-103.

NOW THEREFORE, in consideration of the mutual benefits inuring to all parties to this agreement and in further consideration of the mutual covenants contained herein, the parties to this agreement do hereby agree and consent that the Department, its employees, officials, contractors, or agents, or assigns, as well as utility companies and all others deemed necessary by the Department, may enter upon the above described lands for carrying on the work, construction, and utility relocations or utility encroachments for Project 44237 in accordance with the plans and specifications on file in its office in Raleigh, North Carolina, and that the Department, its employees, officials, agents, contractors, or assigns, as well as utility companies and all others deemed necessary by the Department, shall have the same rights for carrying on the work, construction, and utility relocations or utility encroachments for the project as would have been accorded by filing the pleadings required in North Carolina General Statute 136-103. It is understood and agreed that this Agreement includes the right to use the Permanent Utility Easement shown on the DEPARTMENT'S plans for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents, assigns, and licensees (including, without limitation, public utility companies) shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

The right of entry described herein shall be presumed to begin as of the day and year of the entry of this agreement as first above written. The parties hereto agree that the right of entry granted shall not be deemed a trespass on the owners' property. The OWNERS DO HEREBY EXPRESSLY WAIVE any and all claims arising from any entry made pursuant to this agreement and being in the nature of a trespass, taking, or an inverse condemnation. This waiver applies to the Department, its employees, officials, contractors, agents, assigns, and/or licensees, as well as to utility companies and all others deemed necessary by the Department to enter the property for the purposes set forth herein.

IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

During the aforesaid period, the parties hereto shall continue to negotiate a resolution of the owners' claim for compensation for the property to be acquired for this highway project. In the event the Department determines that such negotiations have reached an impasse, the Department shall give written notice thereof to the Owners and may file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina. Likewise, the Owners may give written notice to the Department that such negotiations have reached an impasse and request the Department to file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina.

In the event that, as of the date of the acceptance by the Department of the completed highway project, the Department has not filed proceedings pursuant to Article 9, Chapter 136 of the General Statutes or the Owners' claim for just compensation for the property acquired for the highway project has not been otherwise resolved a settlement agreement, the Owners shall have two (2) years following the completion of the highway project in which to proceed to a determination of just compensation in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

The Owners do hereby agree and consent that no interest shall accrue against the Department during the period of entry set forth herein and do hereby waive any claims for interest except as may be allowed upon any award of just compensation as set forth in Section 136-113 of the North Carolina General Statutes, and in such case, such interest shall accrue only from the date of the filing of proceedings in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.



TIP/PARCEL NO.: 017 COUNTY: Chatham

IN WITNESS WHEREOF, the parties hereto have set their hands and adopted seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Chatham County, a North Carolina Municipal Corporation

Attest: \_\_\_\_\_ (SEAL) BY: \_\_\_\_\_ (SEAL)  
Lindsay Ray Clerk Michael Dasher Chairman

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that she is the CLERK of the CHATHAM COUNTY BOARD OF COMMISSIONERS, and that by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the CHATHAM COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: _____