

Revenue Stamps \$ 1.00

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: 019US15501 011
COUNTY OF Chatham WBS ELEMENT: 44237
TAX PARCEL 0062442 ROUTE: US 64

THIS EASEMENT, made and entered into this the 19th day of March, 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 \$ 1.00
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.

IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated _____, has caused this instrument to be signed in its corporate name by its CHAIRMAN, its corporate seal hereto affixed, and attested by its COUNTY CLERK, by order of the Chatham County Board of Commissioners this 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

(Corporate Seal)

By: _____ (SEAL)
Michael Dasher Chairman

Attest: _____ (SEAL)
Lindsay Ray Clerk

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

<p>(Official Seal)</p>	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 19 . _____ Notary Public My commission expires: _____