

Revenue Stamps \$ 1.00

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: 019US15501 007
WBS ELEMENT: 44237
ROUTE: US Highway 64/US 15-501

THIS FEE SIMPLE DEED, 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 the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 1.00 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.

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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.

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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, 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

By: _____ (SEAL)
Michael Dasher Chairman

Attest: _____ (SEAL)
Lindsay Ray Clerk

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 19 .
	_____ Notary Public
	My commission expires: _____