

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	7/2019
	12 East Street (P.O. Box 608)	TO: Lesse		
ē	Pittsboro, NC 27312	N/A		
	ARCEL NO.: 004	11000		
COUN	TY Chatham RIPTION: Intersection of US 64 Business and US	WBS ELEM 3 15/501	EN	Г: _44237
	Property Owner:	3 10/001		
the app any ind this pro and, if	llowing contingent offer of just compensation is based proved appraised value for the appropriate legal composes or decrease in the fair market value of the propoject. The contingent offer of just compensation is ba applicable, building costs in the area of your property ormation.	pensable interest perty acquired di sed on an analy	st or ue t	interests. The approved value disregards to influence caused by public knowledge of of market data, comparable land sales.
	Value of Right of Way to be Acquired		\$_	-0-
	Value of Permanent Easements to be Acquired		\$_	3,775.00
	Value of Temporary Easement (Rental of Land) to b	e Acquired	\$_	5,775.00
	Value of Improvements to be Acquired		\$_	-0-
	Damages, if any, to Remainder		\$_	-0-
	Benefits, if any, to Remainder	minus	\$_	-0-
	TOTAL CONTINGENT OFFER		\$_	9,550.00
	al contingent offer includes all interests other than lea ements.	ses involving F	ede	ral Agencies and Tenant owned
Subject of whic access 0.028 a (B) The	scription of the land and effects of the acquisition to property described in Deed Book AF, Page 0399, Cl high -0- acres are being acquired as Right of Way, leaving to US 15-501 and US Highway 64. Being acquired is acres and a temporary construction easement contains a TOTAL CONTINGENT OFFER includes payment for	ng approximate s a permanent u ing approximate	y 0 itility ely (.157 acres remaining on the right with y easement containing approximately 0.129 acres.
None				
retention (C) Shebuildab Please being e with a re	In the project schein value, with the stipulation that you remove them from the policy of the policy	m the acquisition our property continuous the total continuous buildable lot is repartment. You	nsion a gen con u m	dered to be an uneconomic remnant or toffer would be: \$_N/A ditioned upon the remnant/buildable lot ay be required to provide the Department
and Bria	ginal of this form was handed/mailed, if out of state ov an Stevens on January 17 th , nt of Way Brochure/Owner's Letter.	The second secon	_	montagne (Interim County Manager) 19. Owner was furnished a copy of
=	available at your convenience to discuss this matter	further with you	. M	y telephone number is919-375-4619
Please Departn he Nor	be advised that the agent signing this form is only nent of Transportation, and any recommended settle the Carolina Department of Transportation by its formants, and/or other interests.	authorized to a	reco	ommend settlement to the North Carolina ling contract unless and until accepted by
		30014	5	2
	(Signed)			
	(Oighou)	Bre	tt M	itchell - 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 squa	are foot/acre supported by recent land	sales on file.)
PERM Drainage/Utility Ease DUE PERM Aerial Utility Easement AUE PERM Construction Easement PCE	AC X \$	= \$
2. Payment for improvement(s) to be acquired. $\label{eq:NA} N/A$	Φ. 0	Management of the second secon
N/A N/A	Φ 0	
Cost to Cure (Curable items only)	IMPROV	/EMENTS TOTAL \$0-
N/A	COST	TO CURE TOTAL \$0-
	a .	GRAND TOTAL \$ 9,550
Comments: Values derived from closings and lis MLS#- 2188840, 2193483, 1961791	stings proximate to the subject property.	
Certificate of Preparer and Approver: I hereby contestimate; that this estimate is based on data compresent or contemplated future personal interest of the total of this estimate is over \$10,000, (1) negotiating agent and (2) the owner must be	tained in the files of the agency and t in this property or in any benefit from this estimate must be prepared by	hat I have no direct or indirect, the acquisition of this property. someone other than the
Preparer Signature:	Cole Thorson	Date12/19/2018
NCDOT Approval Signature:	(Type Name He	re) Date
TEMPORARY EASEMENT TOTAL \$ 5,775	PERMANENT EASEM	ENT TOTAL \$ 3,775

FRM4-N Revised 12-06-2017

Revenue Stamps \$	PERI	MANENT UTILI	TY EASEMI	ENT
THIS INSTRUMENT	Γ DRAWN BY	William Blair Scholl	CHECKED BY	Dennis Peebles
RETURN TO: Divi	ision R/W Agen	t, NCDOT		
	natham 89649	TIP/P.	ARCEL NUMBER: WBS ELEMENT: ROUTE:	004 44237 US 64
by and between _		nd entered into this the ty, a North Carolina Mur 7312	day of icipal Corporation	2019
hereinafter referred t Carolina, 1546 Mail	to as GRANTOF Service Center,	RS, and the Department Raleigh, NC 27611, he	of Transportation, a reinafter referred to	an agency of the State of North as the Department;
		WITNESSE	ETH	
THAT WHEREAS, the property of GRANTO		NT desires to construct a	and maintain a utility	y facility through and across the
AND WHEREAS, GRANTORS,	RANTORS, reco	ognizing the benefits acc ENT of roads and highw	ruing to their said p ays upon or in the v	roperty through the construction ricinity of said property of
and other valuable of from any and all clair and through the land DEPARTMENT, its s	onsiderations, G ms for damages Is of GRANTOR successors, and lity facility acros Chatham 399	by reason of the constructs, and GRANTORS her assigns, an easement for a and through the prope County, and being m	ase the DEPARTME uction and maintena eby give, grant, bar or the construction a rty of GRANTORS I nore fully described	ENT, its successors and assigns, ance of said utility facility across gain, sell and convey unto the and
having a radius of 9 46.971 feet thence a on a bearing of N 50 of 60.000 feet. The to a point on a bearin thence to a point on	0.000 feet. The long a curve 57 '49'57.2" E, a chord of said cung of N 2^43'53. a bearing of S	e chord of said curve be .059 feet and having a ra- listance of 56.619 feet the urve being on a bearing of .0" E 14.695 feet thence 18^30'59.4" W 6.553 feet	eing on a bearing of adius of 132.500 feet nence along a curve of N 49^43'44.3" E, to a point on a bear at thence to a point	ce along a curve 47.521 feet and of N 53^37'19.9" E, a distance of et. The chord of said curve being a 28.149 feet and having a radius a distance of 27.892 feet thence ring of N 87^19'3.1" W 5.562 feet on a bearing of S 48^36'55.3" Wurning to the point and place of
<u>.</u>				
FRM7-U Page 1 of 3 Revised 02/17/15				

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

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 aforestated 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 72^5'7.9" 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 2.970 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 ac	knowledge that the project plans for Project #	44237	have been
made available to them.	The Grantors further acknowledge that the considera	ation stated herein	is full and just
compensation pursuant	o Article 9, Chapter 136 of the North Carolina Gener	al Statutes for the	acquisition of the
said interests and areas	by the Department of Transportation and for any and	d all damages to the	e value of their
remaining property; for a	ny and all claims for interest and costs; for any and a	all damages caused	by the
acquisition for the constr	uction of Department of Transportation Project #	44237	
Chatham	County; and for the past and future use of said ar	eas by the Departm	nent of

Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

FRM7-U Page 2 of 3 Revised 02/17/15

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 aused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be ereunto 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 ccepted by an authorized agent of the Department of Transportation.							
	Chathan	n County, a North Card	olina Municip	al Corporation			
Attest: Lindsay Ray		Clerk (SEAL)	BY:	el Dasher	Chairman (SEAL)		
ACCEPTED	ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:						
(Offic	cial Seal)	CHATHAM by authority duly giv its CHAIRMAN of th COMMISSIONERS, Witness my	County and acknowl COUNTY ren, the fore e CH , sealed with	, a No , North Carolina, certify t	that ersonally came LERK of the LONERS, and that gned in its name by BOARD OF attested by		

AGREEMENT FOR ENTRY

Prepared By: RETURN TO:

Brett Mitchell, Carolina Land Acquisitions 104 East Vance Street Zebulon, NC 27597

STATE OF NORTH	CAROLINA	TIP/PARCEL NO.:	004
Chatham	COUNTY	WBS ELEMENT	44237
and between the No	MENT made this the orth Carolina Department of North Carolina Municipal (er called the Department) and
P.O. Box 608, Pittsb			
(hereinafter called the	ie owners);		
	WIT	NESSETH	
THAT WHE	[4일 20일] [6] [6] [6] [6] [6] [6] [6] [6] [6] [esires to enter certain lands Chatham Count	of the owners located in y, described as follows:
			y, described as follows.
Point of beginning b and having a radius distance of 46.971 f of said curve being of feet and having a ra distance of 27.892 f bearing of N 87^19' to a point on a bear	s of 90.000 feet. The cho eet thence along a curve to on a bearing of N 50^49'57 dius of 60.000 feet. The c eet thence to a point on a l 3.1" W 5.562 feet thence to	1 feet from -L1- Sta 16+00 ord of said curve being on 57.059 feet and having a ra.2" E, a distance of 56.619 shord of said curve being or bearing of N 2^43'53.0" E 1 to a point on a bearing of S 27.608 feet thence to a point	thence along a curve 47.521 feet a bearing of N 53^37'19.9" E, a dius of 132.500 feet. The chord feet thence along a curve 28.149 n a bearing of N 49^43'44.3" E, a 4.695 feet thence to a point on a 18^30'59.4" W 6.553 feet thence nt on a bearing of S 3^0'40.0" W
Point of beginning b feet and having a ra- distance of 10.477 for bearing of N 48^36'5 thence to a point on 87^19'3.1" W 24.948 on a bearing of N 87	dius of 90.000 feet. The c eet thence to a point on a l 55.3" E 127.608 feet thenc a bearing of N 87^19'3.1" B feet thence to a point on	937 feet from -L1- Sta 16+ chord of said curve being or bearing of N 3^0'40.0" E 6. te to a point on a bearing of W 32.774 feet thence to a a bearing of N 87^19'3.1" \	00 thence along a curve 10.483 in a bearing of N 72^5'7.9" E, a 010 feet thence to a point on a f N 18^30'59.4" E 6.553 feet point on a bearing of N W 41.999 feet thence to a point of S 3^1'35.4" W 104.761 feet
for the construction of	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.

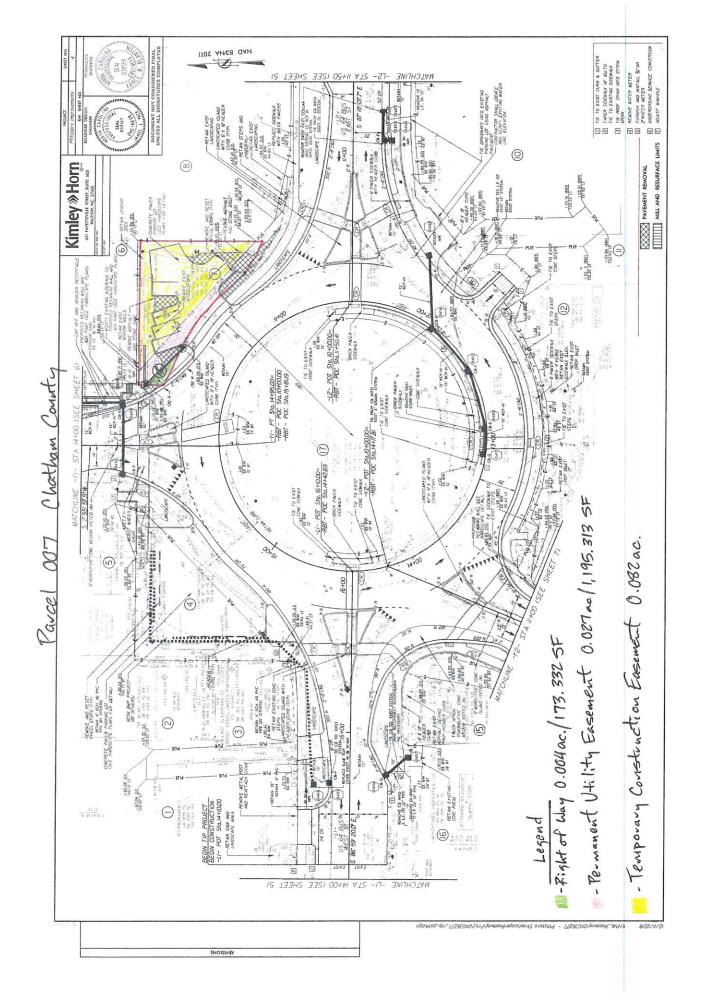
IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

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.: 004	Co	OUNTY:	Chatham	<u></u>
IN WITNESS WH corporate, have caused this and its seal to be hereunto a	s instrument to be signe	ed in its c		ly authorized officers
Chatham	County, a North Carolir	na Munici	pal Corporation	
Attest:	(SEAL)	BY:	ael Dasher	Chairman (SEAL)
Lindsay Ray	Clerk	Micha	ael Dasher	Chairman
ACCEPTED FOR THE DEPAR	RTMENT OF TRANSPO	RTATION	N BY:	
ACCEPTED FOR THE DEPAR	North Carolina,	The Carlo March	County	
ACCEPTED FOR THE DEPAR	North Carolina,	The Carlo March	County	
ACCEPTED FOR THE DEPAR	North Carolina,	The Carlo March	County , a N , North Carolina, certify	otary Public for
ACCEPTED FOR THE DEPAR	North Carolina, I, before me this day an	_ County	County, a N y, North Carolina, certify, F pledged that she is the C	otary Public for that personally came CLERK of the
ACCEPTED FOR THE DEPAR	North Carolina, I, before me this day an CHATHAM by authority duly giver	County of acknow COUNTY	County, a N y, North Carolina, certify, F yledged that she is the C Y BOARD OF COMMISS egoing instrument was si	otary Public for that personally came CLERK of the SIONERS, and that igned in its name by
	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s	County od acknow COUNTY n, the fore CH sealed wit	County, a N y, North Carolina, certify, F yledged that she is the C Y BOARD OF COMMISS going instrument was si IATHAM COUNTY h its corporate seal, and	otary Public for that personally came ELERK of the SIONERS, and that igned in its name by BOARD OF
	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s Witness my h	County of acknow COUNTY n, the fore CH sealed with	County , a N y, North Carolina, certify yledged that she is the C Y BOARD OF COMMISS going instrument was si JATHAM COUNTY h its corporate seal, and as its CLERK. Official seal this the	otary Public for that personally came ELERK of the SIONERS, and that igned in its name by BOARD OF I attested by
	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s	County of acknow COUNTY n, the fore CH sealed with	County , a N y, North Carolina, certify yledged that she is the C Y BOARD OF COMMISS going instrument was si JATHAM COUNTY h its corporate seal, and as its CLERK. Official seal this the	otary Public for that personally came ELERK of the SIONERS, and that igned in its name by BOARD OF I attested by
	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s Witness my h	County of acknow COUNTY n, the fore CH sealed with	County , a N y, North Carolina, certify yledged that she is the C Y BOARD OF COMMISS egoing instrument was si IATHAM COUNTY h its corporate seal, and as its CLERK. official seal this the	otary Public for that personally came ELERK of the SIONERS, and that igned in its name by BOARD OF I attested by



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	7/2019
5.000 S.000	12 East Street (P.O. Box 608)	TO: Lessee		
 /p	Pittsboro, NC 27312	N/A		
COUN	ARCEL NO.: 007 ITY Chatham	WBS ELEM	FΝ	JT: 44237
	RIPTION: Intersection of US 64 Business			
Dear I	Property Owner:			
the ap any in this pr and, if	ollowing contingent offer of just compensation is proved appraised value for the appropriate legacrease or decrease in the fair market value of the oject. The contingent offer of just compensation applicable, building costs in the area of your prformation.	al compensable interes ne property acquired d n is based on an analy	st o ue sis	or interests. The approved value disregards to influence caused by public knowledge of sof market data, comparable land sales.
	Value of Right of Way to be Acquired		\$	600.00
	Value of Permanent Easements to be Acquire	ed	\$	3,625.00
	Value of Temporary Easement (Rental of Lan	d) to be Acquired	\$	3,675.00
	Value of Improvements to be Acquired		\$	-0-
	Damages, if any, to Remainder		\$.	-0-
	Benefits, if any, to Remainder	minus	\$	-0-
	TOTAL CONTINGENT OFFER		\$	7,900.00
	tal contingent offer includes all interests other the ments.	nan leases involving F	ede	eral Agencies and Tenant owned
perma approx	with access to US 15-501 (Hillsboro Street) an nent utility easement containing approximately of imately 0.082 acres. e TOTAL CONTINGENT OFFER includes payr	0.027 acres and a tem	poi	orary construction easement containing
Provideretention	ed there is sufficient time remaining in the proje on value, with the stipulation that you remove th ould you desire to sell the Department the porti	em from the acquisition of your property co	n a	area at no expense to the Department. idered to be an uneconomic remnant or
Please being e with a i	to le lot, as explained to you by the Right of Way on the hat any contingent offer to purchase a resolution mentally clean prior to the conveyance to release from the appropriate environmental age and to their standards.	mnant/buildable lot is the Department. You	con	nditioned upon the remnant/buildable lot nay be required to provide the Department
	ginal of this form was handed/mailed, if out of s an Stevens on January 17 th ,	state owner, to Dar	_	amontagne (Interim County Manager) 19. Owner was furnished a copy of
the Rig	ht of Way Brochure/Owner's Letter.		- E	
l will be	available at your convenience to discuss this r	matter further with you	. N	My telephone number is919-375-4619
Departi the No	be advised that the agent signing this form iment of Transportation, and any recommended the Carolina Department of Transportation by ients, and/or other interests.	d settlement is not a b	oino	ding contract unless and until accepted by
		BENE	5	
	(Signed)			
	, 5	Bre	tt N	Mitchell - Right of Way Agent

RIGHT OF WAY CLAIM REPORT

TIP/PARCEL NO. 007	WBS EL	_EMENT _44237	COUNTY Chatha	m	
CLAIM OF Chatham County			PLAN SHE	ET <u>4</u>	
1. Land Area to be Acquired (Pa	ayment per square foot/ac	cre supported by recent land	sales on file.)		
RIGHT OF WAY PERM Drainage Easement		X \$ 149,250 X \$	= \$ <u>597.00</u> = \$	® 600 ®	
PERM Utility Easement PERM Drainage/Utility Ease	PUE 0.027 AC	X \$ 149,250 X 90% X \$	= \$ 3,626.78 = \$	® 3,625	
PERM Aerial Utility Easement PERM Construction Easement	AUE AC	X \$	= \$	®	
TEMP Construction Easement TEMP Drainage Easement	TCE 0.082 AC	X \$ 149,250 X 30% X \$	= \$ 3,671.55 = \$	® 3,675	
TEMP Utility Easement OTHER	TUE AC >	X \$	= \$	® ®	
	- !		LAND TOTAL	\$ 7,900	
2. Payment for improvement(s)	o be acquired. Material a	and labor costs documented	I in the State's files.		
N/A N/A		\$ <u>-0-</u> \$ <u>-0-</u>			
		IMPRO\	/EMENTS TOTAL	\$0-	
3. Cost to Cure (Curable items of	nly)				
N/A		COST	TO CURE TOTAL	\$0-	
			GRAND TOTAL	\$ 7,900	
Comments: Values derived from MLS#- 2188840, 2193483, 1961791		imate to the subject property.		(Anna Anna Anna Anna Anna Anna Anna Anna	
MESII - 2100040, 2175405, 17011771					
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:	When Blow Exists	William Blair Sch	oll Date	01/09/19	
TEMPORARY EASEMENT TOTA	AL \$ _3,675	PERMANENT EASEM	ENT TOTAL \$ 3,6	25	

FRM4-N Revised 12-06-2017

Revenue Stamps \$ DEED FOR HIGHWAY RIGHT OF WAY
THIS INSTRUMENT DRAWN BY William Blair Scholl CHECKED BY Dennis Peebles
The hereinafter described property $\ \square$ Does $\ \boxtimes$ 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 TIP/PARCEL NUMBER: 007 COUNTY OF Chatham WBS ELEMENT: 44237 TAX PARCEL 0089649 ROUTE: US Highway 64/US 15-501
THIS FEE SIMPLE DEED, made and entered into this the day of Synthesis No. 19 Chatham County, a North Carolina Municipal Corporation P.O. Box 608 Dittered No. 07340
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.
FRM7-A Page 1 of 3 Revised 02/17/15

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

IN ADDITION, and for the aforestated 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 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.

COUNTY: Chatham	WBS ELEMENT:	44237	TIP/PARCEL NO.:	007
belonging to the DEPARTME the past, present and future subject the same.	ENT, its successors an use thereof and for all of a covenant with the DE the right to convey the diffee and clear of all ewful claims of all person	d assigns in FE purposes which PARTMENT, the same in fee siencumbrances, ons whomsoeve	nat the GRANTORS are mple, or by easement as and that the GRANTOR are cxcept for the exception	sent as indicated, for authorized by law to seized of the s indicated, that the S will warrant and ons hereinafter
IN WITNESS WHER has caused the instrument to hereunto affixed by authority This instrument does accepted by an authorized agent	be signed in its corpo of its Board of Director not transfer the herein	rate name by its rs) the day and n described inte t of Transportat	year first above written. crests unless and until th	s and its seal to be
Attest: Lindsay Ray ACCEPTED FOR THE DEPA			Dasher Y:	
(Official Seal)	CHATHAM by authority duly gi its CHAIRMAN of t COMMISSIONERS Witness m	County, N and acknowled COUNTY B ven, the forego he CHAT 6, sealed with it- a:	, a Nota North Carolina, certify the pers Iged that she is the CLE OARD OF COMMISSIC ing instrument was signed HAM COUNTY BC s corporate seal, and att s its CLERK. cial seal this the	sonally came RK of the NERS, and that ed in its name by NARD OF tested by

AGREEMENT FOR ENTRY

Prepared By: RETURN TO:	Brett Mitchell Carolina Land Acquisitions 104 East Vance Street Zebulon, NC 27597		
STATE OF NOR	TH CAROLINA	TIP/PARCEL NO.:	007
Chatham	COUNTY	WBS ELEMENT	44237
and between the Chatham County P.O. Box 608, Pi	North Carolina Department of Tra r, a North Carolina Municipal Corp ttsboro, NC 27312		, 2019 , by er called the Department) and
(hereinafter calle	d the owners);		
	WITNES	SSETH	
THAT W Pittsboro	HEREAS, the Department desires Township, Chai		of the owners located in y, described as follows:
Point of beginnin feet and having a a distance of 16.6 a bearing of S 2	escribed as follows: g being N 18^25'26.6" W, 132.227 a radius of 132.500 feet. The choral feet thence to a point on a bear 43'53.0" W 12.729 feet thence also feet decreased curve being on a bearing on the second segments.	rd of said curve being aring of N 42^9'25.9" V ong a curve 11.528 fe	on a bearing of S 63^52'46.9" E, / 35.559 feet thence to a point on et and having a radius of 30.000
Point of beginnin 54.233 feet and hand and hand a feet. The chord opoint on a bearinfeet thence to a paranto and hand h	ty Easement described as following being N 12^48'47.4" W, 121.150 naving a radius of 132.500 feet. The distance of 53.856 feet thence also feet curve being on a bearing of g of N 2^54'1.2" E 10.446 feet the point on a bearing of N 45^31'34.4 feet thence to a point on a be in 2^43'53.0" W 4.804 feet thence to oint and place of beginning.	0 feet from -L2- Sta 10 he chord of said curve ong a curve 41.618 fee of S 46^46'4.5" E, a dis nce to a point on a be " W 101.032 feet then aring of N 87^10'48.8"	being on a bearing of S and having a radius of 120.000 tance of 41.410 feet thence to a aring of N 45^20'59.1" W 19.229 be to a point on a bearing of N W 8.361 feet thence to a point
Point of beginning of N 2^54'1.2" E point on a bearing	struction Easement described a g being N 34^24'0.4" E, 78.240 fee 79.974 feet thence to a point on a g of S 45^31'34.4" E 101.032 feet ning to the point and place of begi	et from -L2- Sta 10+00 bearing of N 87^10'48 thence to a point on a	8.8" W 89.929 feet thence to a
for the construction	on 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 in accordance with the plans and or utility encroachments for Project 44237 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.

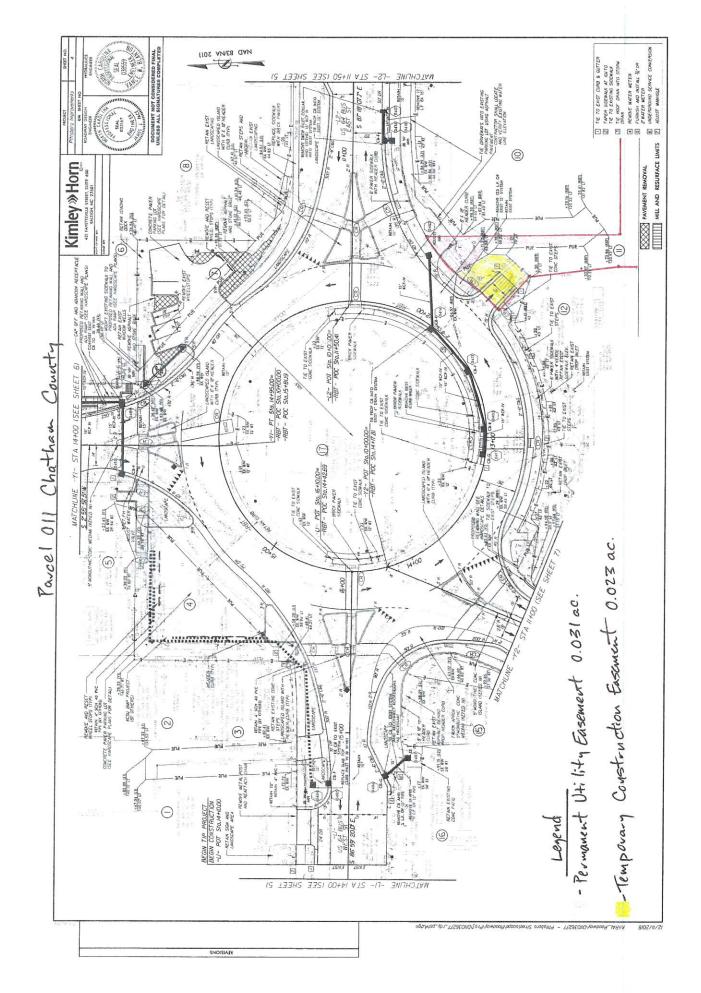
IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

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 CG	:YTNUC	Chatham	
IN WITNESS WH corporate, have caused this and its seal to be hereunto a	instrument to be signe	ed in its c		authorized officers
Chatham	County, a North Carolir	na Munici	pal Corporation	
Attest: Lindsav Rav	(SEAL)	BY:	ael Dasher	(SEAL)
Lindsay Ray	Clerk	Micha	ael Dasher	Chairman
ACCEPTED FOR THE DEPAR	TMENT OF TRANSPO	RTATION	N BY:	
ACCEPTED FOR THE DEPAR				
ACCEPTED FOR THE DEPAR	North Carolina,		County	ary Public for
ACCEPTED FOR THE DEPAR	North Carolina,		County , a Not y, North Carolina, certify th	nat
ACCEPTED FOR THE DEPAR	North Carolina,	_ Count	County , a Not y, North Carolina, certify th	rsonally came
	North Carolina, I, before me this day an CHATHAM	_ County	County , a Not y, North Carolina, certify the pe wledged that she is the CLI Y BOARD OF COMMISSI	nat rsonally came ERK of the ONERS, and that
ACCEPTED FOR THE DEPAR	North Carolina, I, before me this day an CHATHAM by authority duly givel its CHAIRMAN of the	County od acknow COUNT on, the fore	County, a Not y, North Carolina, certify the pewledged that she is the CLI Y BOARD OF COMMISSI egoing instrument was sign HATHAM COUNTY B	rating came rsonally came ERK of the ONERS, and that ned in its name by OARD OF
	North Carolina, I, before me this day an CHATHAM by authority duly givel its CHAIRMAN of the	County od acknow COUNT on, the fore	County , a Not y, North Carolina, certify the yeldeged that she is the CLI Y BOARD OF COMMISSI egoing instrument was signer HATHAM COUNTY B h its corporate seal, and a	rating came rsonally came ERK of the ONERS, and that ned in its name by OARD OF
	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s Witness my h	County d acknow COUNT n, the fore Cheealed with	County, a Not y, North Carolina, certify the pewidedged that she is the CLI y BOARD OF COMMISSI egoing instrument was signed HATHAM COUNTY B hits corporate seal, and a as its CLERK.	raction of the control of the contro
	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s	County d acknow COUNT n, the fore Cheealed with	County, a Not y, North Carolina, certify the pewidedged that she is the CLI y BOARD OF COMMISSI egoing instrument was signed HATHAM COUNTY B hits corporate seal, and a as its CLERK.	raction of the control of the contro
	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s Witness my h	Count d acknow COUNT n, the fore Chealed with and	County, a Not y, North Carolina, certify the pewledged that she is the CLI Y BOARD OF COMMISSI egoing instrument was significated and a component seal, and a conficial seal this the official seal this the	raction of the control of the contro
	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s Witness my h	County d acknow COUNT n, the force Chealed with and and a , 2	County , a Not y, North Carolina, certify th pe wledged that she is the CLI Y BOARD OF COMMISSI egoing instrument was sign HATHAM COUNTY B h its corporate seal, and a as its CLERK. official seal this the	raction of the control of the contro



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	7/2019
	12 East Street (P.O. Box 608) Pittsboro, NC 27312	TO: Lessee	, if	Applicable
TIP/PA	RCEL NO.: 011	IN/A		
COUN	TY Chatham	WBS ELEM	ΕN	Т: _44237
	RIPTION: Intersection of US 64 Business and US	15/501		
	Property Owner:			
the application any income this property and, if	llowing contingent offer of just compensation is based o proved appraised value for the appropriate legal compe crease or decrease in the fair market value of the proper pject. The contingent offer of just compensation is base applicable, building costs in the area of your property. I ormation.	nsable interes rty acquired d ed on an analy	t o ue sis	r interests. The approved value disregards to influence caused by public knowledge of of market data, comparable land sales,
	Value of Right of Way to be Acquired		\$	-0-
	Value of Permanent Easements to be Acquired		\$	4,175.00
	Value of Temporary Easement (Rental of Land) to be	Acquired	\$.	1,050.00
	Value of Improvements to be Acquired		\$.	-0-
	Damages, if any, to Remainder		\$.	-0-
	Benefits, if any, to Remainder	minus	\$.	-0-
	TOTAL CONTINGENT OFFER		\$	5,225.00
	al contingent offer includes all interests other than lease ements.	es involving F	ede	eral Agencies and Tenant owned
(A) Des	scription of the land and effects of the acquisition			
of which	t property described in Deed Book 338, Page 138, Cha h -0- acres are being acquired as Right of Way, leaving to US Highway 64 (East Street). Being acquired is a p and a temporary construction easement containing appr	approximate ermanent utili	ly 0 ty e	.307 acres remaining on the right with pasement containing approximately 0.031
(B) Th None	e TOTAL CONTINGENT OFFER includes payment for	the improvem	ent	s and appurtenances described below:
	ed there is sufficient time remaining in the project sched on value, with the stipulation that you remove them from			
	ould you desire to sell the Department the portion of yo le lot, as explained to you by the Right of Way Agent, the			
Please being e with a r	note that any contingent offer to purchase a remnant/b invironmentally clean prior to the conveyance to the De- elease from the appropriate environmental agency stati d to their standards.	uildable lot is partment. Yo	cor u m	ditioned upon the remnant/buildable lot ay be required to provide the Department
	ginal of this form was handed/mailed, if out of state owr an Stevens on January 17 th ,	ner, to Dai		amontagne (Interim County Manager) 19. Owner was furnished a copy of
	ht of Way Brochure/Owner's Letter.		-	
l will be	available at your convenience to discuss this matter fu	rther with you	. N	ly telephone number is 919-375-4619.
Departi the Noi	be advised that the agent signing this form is only a ment of Transportation, and any recommended settlen th Carolina Department of Transportation by its formal ents, and/or other interests.	nent is not a l	bine	ding contract unless and until accepted by
		3.0314	5	2
	(Signed)			
	(Signed)	Bre	tt N	Mitchell - Right of Way Agent

RIGHT OF WAY CLAIM REPORT

TIP/PARCEL NO. 011	WBS ELEMENT	_44237 COUN	NTY Chatham	
CLAIM OF Chatham County			PLAN SHEE	T _4
1. Land Area to be Acquired (Payment pe	er square foot/acre suppor	rted by recent land sales o	on file.)	
RIGHT OF WAY PERM Drainage Easement PERM Utility Easement PERM Drainage/Utility Ease PERM Aerial Utility Easement PERM Construction Easement TEMP Construction Easement TEMP Drainage Easement TEMP Utility Easement TDE TEMP Utility Easement TUE OTHER	AC X \$ AC X \$ AC X \$	= \$ = \$ = \$ = \$ = \$ = \$ = \$ = \$ = \$ = \$	1,029.83	8 8 4,175 8 8 8 1,050 8 8 8 8 5,225
2. Payment for improvement(s) to be acq	uired. Material and labor			Ψ <u>-5,225</u>
N/A N/A		\$ <u>-0-</u> \$ <u>-0-</u>		
N/A N/A		\$ -0-		
		IMPROVEMEN	TS TOTAL \$	50-
3. Cost to Cure (Curable items only)				
N/A		COST TO CU	RE TOTAL \$	-0-
		GRAN	ND TOTAL \$	5,225
Comments: Values derived from closings MLS#- 2188840, 2193483, 1961791		e subject property.		
Certificate of Preparer and Approver: I he estimate; that this estimate is based on da present or contemplated future personal ir If the total of this estimate is over \$10,0 negotiating agent and (2) the owner mu	ata contained in the files of interest in this property or i 100, (1) this estimate mu	f the agency and that I have n any benefit from the acc st be prepared by some	ve no direct or quisition of this one other tha	indirect, property. n the
Preparer Signature:		Cole Thorson	_ Date	12/19/2018
NCDOT Approval Signature:	an Bahad ma	William Blair Scholl	_ Date	01/09/19
TEMPORARY EASEMENT TOTAL \$ _1,0	D50 PERI	MANENT EASEMENT TO	TAL \$ 4,17	5

FRM4-N Revised 12-06-2017

Revenue Stamps \$PERMANENT UTILITY EASEMI	ENT
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: COUNTY OF Chatham WBS ELEMENT: TAX PARCEL 0062442 ROUTE:	44237
THIS EASEMENT, made and entered into this the day of by and between Chatham County, a North Carolina Municipal Corporation P.O. Box 608 Pittsboro, NC 27312	20 _19
hereinafter referred to as GRANTORS, and the Department of Transportation, a Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to	
WITNESSETH	
THAT WHEREAS; the DEPARTMENT desires to construct and maintain a utility property of GRANTORS, AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said p and maintenance by the DEPARTMENT of roads and highways upon or in the v GRANTORS,	roperty through the construction
NOW, THEREFORE, in consideration of said benefits, and further consideration and other valuable considerations, GRANTORS hereby release the DEPARTMI from any and all claims for damages by reason of the construction and maintenand through the lands of GRANTORS, and GRANTORS hereby give, grant, bar DEPARTMENT, its successors, and assigns, an easement for the construction maintenance of a utility facility across and through the property of GRANTORS	ENT, its successors and assigns, ance of said utility facility across gain, sell and convey unto the and located in Center
Township, Chatham County, and being more fully described as follows: County, and being more fully described , Chatham County R	in a deed recorded in Book Registry, said easement being
Point of beginning being S 38^18'49.8" E, 67.400 feet from -L2- Sta 10+00 then having a radius of 80.000 feet. The chord of said curve being on a bearing o 33.354 feet thence to a point on a bearing of S 28^13'32.5" E 24.962 feet the 36^44'31.1" E 6.419 feet thence to a point on a bearing of S 1^21'14.7" W 61 bearing of S 36^39'11.0" E 12.762 feet thence to a point on a bearing of N 2^3' the point and place of beginning.	f S 51 ³ 2'23.7" W, a distance of nce to a point on a bearing of S 1.065 feet thence to a point on a
and point and place of sogniture.	
FRM7-U	

FRM7-U Page 1 of 3 Revised 02/17/15

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

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 aforestated 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 44^18'48.6" 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
	n. The Grantors further acknowledge that the consider	ation stated herein	is full and just
compensation pursuar	nt to Article 9, Chapter 136 of the North Carolina Gene	ral Statutes for the	acquisition of the
said interests and area	as by the Department of Transportation and for any an	d all damages to the	e value of their
remaining property; for	r any and all claims for interest and costs; for any and	all damages cause	d by the
acquisition for the con-	struction of Department of Transportation Project #	44237	
Chatham	County; and for the past and future use of said a	reas by the Departn	nent of
Transportation, its suc	cessors and assigns for all purposes for which the said	d Department is aut	horized by law to
subject the same.			

FRM7-U Page 2 of 3 Revised 02/17/15

COUNTY: _	Chatham	WBS ELEMENT:	44237	TIP/PARCEL NO.:	011
instrument to I	be signed in its o		uly authoriz	ands and seals (or if corped officers and its seal to written.	
		ot transfer the herein de ent of the Department of		erests unless and until thation.	is document is
	Chatha	m County, a North Caro	lina Munici	pal Corporation	
Attest: Lindsay Ray		Clerk (SEAL)	BY:	ael Dasher	Chairman (SEAL)
ACCEPTED	FOR THE DEPA	ARTMENT OF TRANSP	ORTATION	NBY:	
(Officia	al Seal)	before me this day an CHATHAM by authority duly give its CHAIRMAN of the COMMISSIONERS, s	County, and acknowle COUNTY n, the fore CH/ sealed with	, a Nota North Carolina, certify th per edged that she is the CLE BOARD OF COMMISSIG going instrument was sign ATHAM COUNTY BO its corporate seal, and a as its CLERK. ficial seal this the	rsonally came ERK of the ONERS, and that ned in its name by OARD OF ttested by
		My commiss	ion evnires	a.	

AGREEMENT FOR ENTRY

Prepared By: RETURN TO:	Brett Mitchell Carolina Land Acquisitions 104 East Vance Street Zebulon, NC 27597		
STATE OF NOR	TH CAROLINA	TIP/PARCEL NO.:	011
Chatham	COUNTY	WBS ELEMENT	44237
and between the Chatham County	North Carolina Department of Tr , a North Carolina Municipal Corp		r called the Department) and
(hereinafter calle	ttsboro, NC 27312 d the owners);		
	WITNE	SSETH	
THAT W Pittsboro	HEREAS, the Department desire Township, Cha	s to enter certain lands atham County	
Point of beginnin feet and having a distance of 33.35 a bearing of S 36 to a point on a b 119.246 feet returned to a point of beginnin and having a rad distance of 3.645 of said curve bein bearing of S 44 ⁴⁴ to a point on a be	ty Easement described as follog being S 38^18'49.8" E, 67.400 radius of 80.000 feet. The chord of 4 feet thence to a point on a bea 6'44'31.1" E 6.419 feet thence to a rearing of S 36'39'11.0" E 12.76 rning to the point and place of be 6 struction Easement described g being S 12^0'48.0" E, 75.277 feet thence along a curve 34.99 feet thence along a curve 34.99 feet thence along a curve 34.97 feet thence along a curve 34.98 feet thence along a	deet from -L2- Sta 10+d of said curve being on ring of S 28^13'32.5" E a point on a bearing of S is feet thence to a point of segments. as follows: eet from -L2- Sta 10+00 said curve being on a but 4 feet and having a radi W, a distance of 34.883 a point on a bearing of S feet thence to a point o	a bearing of S 51^32'23.7" W, a 24.962 feet thence to a point on 1^21'14.7" W 61.065 feet thence it on a bearing of N 2^3'53.1" E thence along a curve 3.645 feet earing of S 38^12'8.7" W, a us of 132.500 feet. The chord is feet thence to a point on a 3 3^57'56.1" E 0.543 feet thence in a bearing of N 4^18'48.6" E
for the construction	on 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 CO	:YTNUC	Chatham	
IN WITNESS WHI corporate, have caused this and its seal to be hereunto a	instrument to be signe	ed in its co		authorized officers
Chatham	County, a North Carolir	na Municip	pal Corporation	
Attest:	(SEAL)	BY:		(SEAL)
Lindsay Ray	Clerk (SEAL)	Micha	el Dasher	Chairman
ACCEPTED FOR THE DEPAR	TMENT OF TRANSPO	RTATION	I BY:	
ACCEPTED FOR THE DEPAR		galai Sarran Suran In-		
ACCEPTED FOR THE DEPAR	North Carolina,		County	
ACCEPTED FOR THE DEPAR	North Carolina,		County , a Not	ary Public for nat
ACCEPTED FOR THE DEPAR	North Carolina,	_ County	County , a Not	ary Public for nat rsonally came
	North Carolina, I, before me this day an	_ County	County , a Not , North Carolina, certify the period of the county get dedged that she is the CLI OF BOARD OF COMMISSION	ary Public for nat rsonally came ERK of the ONERS, and that
ACCEPTED FOR THE DEPAR	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the	_ County d acknow COUNTY n, the fore	County , a Not , North Carolina, certify th per ledged that she is the CLI / BOARD OF COMMISSI egoing instrument was sign	ary Public for nat rsonally came ERK of the ONERS, and that ned in its name by OARD OF
	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the	_ County d acknow COUNTY n, the fore	County , a Not , North Carolina, certify th per ledged that she is the CLI / BOARD OF COMMISSION going instrument was signing instrument was signing instrument was signing instrument was signing in the country Both its corporate seal, and a	ary Public for nat rsonally came ERK of the ONERS, and that ned in its name by OARD OF
	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s Witness my h	County d acknow COUNTY n, the fore CH sealed with	County , a Note , North Carolina, certify the period of COMMISSI going instrument was sign ATHAM COUNTY Booms its corporate seal, and an as its CLERK.	ary Public for nat resonally came ERK of the ONERS, and that need in its name by OARD OF ttested by
	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s	County d acknow COUNTY n, the fore CH sealed with	County , a Note , North Carolina, certify the period of COMMISSI going instrument was sign ATHAM COUNTY Booms its corporate seal, and an as its CLERK.	ary Public for nat resonally came ERK of the ONERS, and that need in its name by OARD OF ttested by
	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s Witness my h	County d acknow COUNTY n, the fore CH sealed with	County , a Note, North Carolina, certify the perfect of BOARD OF COMMISSING GOING Instrument was sign ATHAM COUNTY Broom its corporate seal, and a as its CLERK.	ary Public for nat resonally came ERK of the ONERS, and that need in its name by OARD OF ttested by

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 TAX PARCEL Chatham WBS ELEMENT: 44237 ROUTE: US 64					
THIS EASEMENT, made and entered into this the day of 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.					
EDM7 II					

FRM7-U Page 1 of 3 Revised 02/17/15

COUNTY: CI	natham WBS E	ELEMENT: 4423	37 TIP/PARCE	I NO · ()11

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 aforestated 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 a	cknowledge that the project plans for Project #	44237	have been
made available to them	. The Grantors further acknowledge that the consider	ation stated herein	is full and just
compensation pursuan	to Article 9, Chapter 136 of the North Carolina Gene	ral Statutes for the a	acquisition of the
said interests and area	s by the Department of Transportation and for any an	d 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 cons	truction of Department of Transportation Project #	44237	
Chatham	County; and for the past and future use of said a	reas by the Departm	nent of
Transportation, its succ	essors and assigns for all purposes for which the said	d Department is autl	horized by law to
subject the same.			

FRM7-U Page 2 of 3

COUNTY: Chatham	WBS ELEMENT:	44237	TIP/PARCEL N	10.:	011
IN WITNESS WHEREOF, the instrument to be signed in its oby authority of its Board of Dir	corporate name by its du	ly authorize	ed officers and its s		
This instrument does r accepted by an authorized ag	not transfer the herein de ent of the Department of			ntil this docum	ent is
Chatha	m County, a North Caroli	ina Municip	al Corporation		
Attest: Lindsay Ray	Clerk (SEAL)	BY:	el Dasher	Chair	(SEAL)
ACCEPTED FOR THE DEPA	ARTMENT OF TRANSPO	ORTATION	BY:		
	North Carolina,				
(Official Seal)	before me this day and CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, so	d acknowle COUNTY E n, the forego CHA ealed with i	BOARD OF COMMoing instrument wa THAM COUN' ts corporate seal, as its CLERK. icial seal this the	personally case CLERK of the MISSIONERS, as signed in its in the TY BOARD OF and attested by	ame e and that name by =
	My commissi	on expires:			

AGREEMENT FOR ENTRY

Prepared By: RETURN TO:	Brett Mitchell Carolina Land Acquisitions 104 East Vance Street Zebulon, NC 27597		
STATE OF NOF	RTH CAROLINA	TIP/PARCEL NO.:	011
Chatham	COUNTY	WBS ELEMENT	44237
and between the Chatham County	REEMENT made this the North Carolina Department of Tra A North Carolina Municipal Corp ittsboro, NC 27312	_ day of _ ansportation (hereinaft oration	, <u>2019</u> , by er called the Department) and
(hereinafter calle	ed the owners);		
	WITNES	SSETH	
THAT W Pittsboro	HEREAS, the Department desires Township, Cha		of the owners located in y, described as follows:
Point of beginning feet and having a distance of 33.33 a bearing of S 36 to a point on a language of the second of	ty Easement described as following being S 38^18'49.8" E, 67.400 a radius of 80.000 feet. The chord 54 feet thence to a point on a bear 1'44'31.1" E 6.419 feet thence to a pearing of S 36^39'11.0" E 12.76 arming to the point and place of beging S 12^0'48.0" E, 75.277 feius of 80.000 feet. The chord of standard seeing S 12^0'48.0" E, 75.277 feius of 80.000 feet.	feet from -L2- Sta 10+ of said curve being or ing of S 28^13'32.5" E point on a bearing of S 2 feet thence to a poir ginning. us follows: et from -L2- Sta 10+00 aid curve being on a b	a a bearing of S 51^32'23.7" W, a 24.962 feet thence to a point on 1^21'14.7" W 61.065 feet thence at on a bearing of N 2^3'53.1" E thence along a curve 3.645 feet earing of S 38^12'8.7" W, a
of said curve bei bearing of S 44^ to a point on a be	5 feet thence along a curve 34.984 ng on a bearing of S 44^27'39.7" \ 58'48.1" E 31.010 feet thence to a earing of N 44^26'54.8" E 22.282 for to a point on a bearing of N 28^ ng .	N, a distance of 34.883 point on a bearing of 3 eet thence to a point o	3 feet thence to a point on a 5 3^57'56.1" E 0.543 feet thence n a bearing of N 4^18'48.6" E
for the constructi	on of State Highway Project	44237	

011

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.

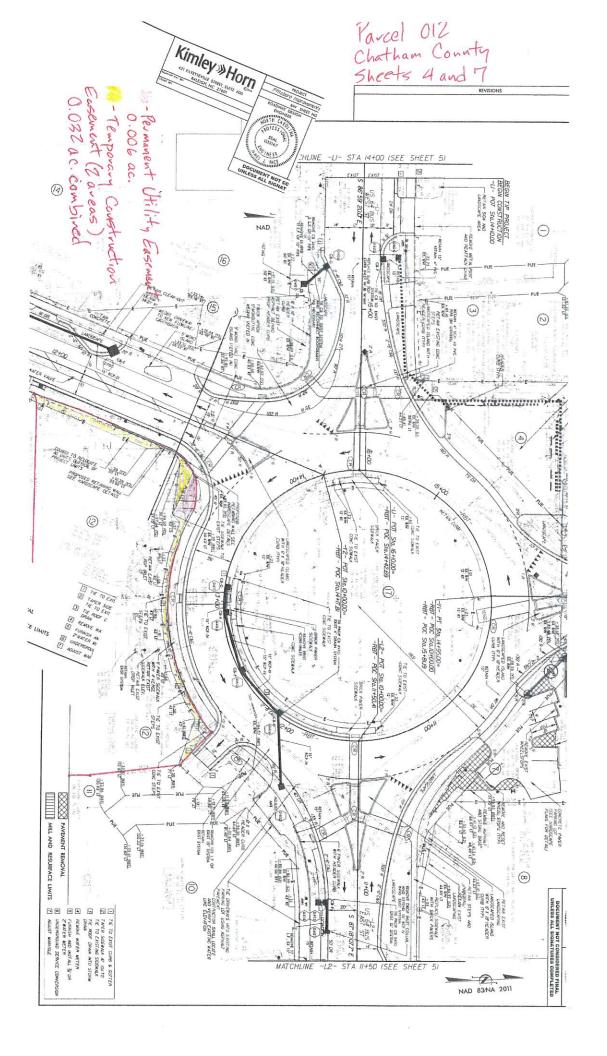
IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

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	т
IN WITNESS WHE corporate, have caused this and its seal to be hereunto a	instrument to be sign	ned in its c	corporate name by i	
Chatham	County, a North Caro	lina Munici	pal Corporation	
Attest:	(SEAL)	BY:		(SEAL)
Lindsay Ray	Clerk	Micha	ael Dasher	Chairman
ACCEPTED FOR THE DEPAR	TMENT OF TRANSP	ORTATION	N BY:	
ACCEPTED FOR THE DEPAR				
ACCEPTED FOR THE DEPAR	North Carolina,	X. In (19 MP) (18 An	County	
ACCEPTED FOR THE DEPAR	North Carolina,	X. In (19 MP) (18 An	County	
ACCEPTED FOR THE DEPAR	North Carolina,	County	County y, North Carolina, c	, a Notary Public for ertify that personally came
ACCEPTED FOR THE DEPAR	North Carolina,	County	County y, North Carolina, c	, a Notary Public for ertify that personally came the CLERK of the
ACCEPTED FOR THE DEPAR	North Carolina, I, before me this day a CHATHAM by authority duly giv	County	y, North Carolina, covered that she is Y BOARD OF COMegoing instrument v	, a Notary Public for sertify that personally came the CLERK of the MISSIONERS, and that was signed in its name by
•	North Carolina, I, before me this day a CHATHAM by authority duly givits CHAIRMAN of the	County and acknow COUNT en, the fore	y, North Carolina, coveraged that she is Y BOARD OF COMegoing instrument what HATHAM COU	, a Notary Public for ertify that personally came the CLERK of the MISSIONERS, and that was signed in its name by NTY BOARD OF
•	North Carolina, I, before me this day a CHATHAM by authority duly givits CHAIRMAN of th COMMISSIONERS,	County and acknow COUNT en, the fore e Ch sealed wit	y, North Carolina, coveraged that she is Y BOARD OF COMegoing instrument what HATHAM COU	, a Notary Public for ertify that personally came the CLERK of the MISSIONERS, and that was signed in its name by NTY BOARD OF
•	North Carolina, I, before me this day a CHATHAM by authority duly giv its CHAIRMAN of th COMMISSIONERS, Witness my	County and acknow COUNT en, the fore e CH sealed with	y, North Carolina, covered that she is y BOARD OF COMegoing instrument very HATHAM COUth its corporate seal as its CLERK.	, a Notary Public for sertify that personally came the CLERK of the MMISSIONERS, and that was signed in its name by NTY BOARD OF I, and attested by
•	North Carolina, I, before me this day a CHATHAM by authority duly giv its CHAIRMAN of th COMMISSIONERS, Witness my	County and acknow COUNT en, the fore e CH sealed with	y, North Carolina, covered that she is Y BOARD OF COMegoing instrument what HATHAM COUth its corporate seal as its CLERK.	, a Notary Public for sertify that personally came the CLERK of the MMISSIONERS, and that was signed in its name by NTY BOARD OF I, and attested by
•	North Carolina, I, before me this day a CHATHAM by authority duly giv its CHAIRMAN of th COMMISSIONERS, Witness my	County and acknow COUNTY en, the force CH sealed with	y, North Carolina, covered that she is Y BOARD OF COMegoing instrument what HATHAM COUth its corporate seal as its CLERK. official seal this the	, a Notary Public for sertify that personally came the CLERK of the MMISSIONERS, and that was signed in its name by NTY BOARD OF I, and attested by
•	North Carolina, I, before me this day a CHATHAM by authority duly giv its CHAIRMAN of th COMMISSIONERS, Witness my	County and acknow COUNT' en, the fore e	County y, North Carolina, overledged that she is Y BOARD OF COMegoing instrument what HATHAM COUth its corporate seal as its CLERK. official seal this the control of the	, a Notary Public for sertify that personally came the CLERK of the MMISSIONERS, and that was signed in its name by NTY BOARD OF I, and attested by



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	7/2019
	12 East Street	TO: Lessee, if Applicable		
3	Pittsboro, NC 27312	_N/A		
COUN	ARCEL NO.: 012 ITY Chatham	WBS ELEM	FN.	T: 44237
	RIPTION: Intersection of US 64 Business and US			
Dear F	Property Owner:			
the ap any inc this pr and, if	llowing contingent offer of just compensation is based o proved appraised value for the appropriate legal compe crease or decrease in the fair market value of the prope oject. The contingent offer of just compensation is base applicable, building costs in the area of your property. formation.	nsable interes rty acquired d ed on an analy	st o lue /sis	r interests. The approved value disregards to influence caused by public knowledge of of market data, comparable land sales,
	Value of Right of Way to be Acquired		\$	-0-
	Value of Permanent Easements to be Acquired		\$	900.00
	Value of Temporary Easement (Rental of Land) to be	Acquired	\$.	1,450.00
	Value of Improvements to be Acquired		\$	-0-
	Damages, if any, to Remainder		\$.	-0-
	Benefits, if any, to Remainder	minus	\$	-0-
	TOTAL CONTINGENT OFFER		\$	2,350.00
	tal contingent offer includes all interests other than lease ements.	es involving F	ede	eral Agencies and Tenant owned
of whice 501 and tempor	t property described in Deed Book AF, Page 399, Chatt th -0- acres are being acquired as Right of Way, leaving d US Highway 64. Being acquired is a permanent utility ary construction easement containing approximately 0.0 e TOTAL CONTINGENT OFFER includes payment for	0.560 acres y easement co 032 acres.	rem	naining on the right with access to US 15- naining approximately 0.006 acres and a
INOILE				
retention (C) Sh buildab Please being e with a r	ed there is sufficient time remaining in the project sched on value, with the stipulation that you remove them from sould you desire to sell the Department the portion of you le lot, as explained to you by the Right of Way Agent, the note that any contingent offer to purchase a remnant/be environmentally clean prior to the conveyance to the Depelease from the appropriate environmental agency statical to their standards.	the acquisition ur property cone total continuidable lot is partment. Yo	on a onsi ger cor u m	dered to be an uneconomic remnant or at offer would be: \$ N/A ditioned upon the remnant/buildable lot ay be required to provide the Department
and Bri	ginal of this form was handed/mailed, if out of state own an Stevens onJanuary 17 th ,	ner, to Dai	_	amontagne (Interim County Manager) 19. Owner was furnished a copy of
the Rig	ht of Way Brochure/Owner's Letter.			
l will be	e available at your convenience to discuss this matter fu	rther with you	. N	1y telephone number is <u>919-375-4619.</u>
Departi the No	be advised that the agent signing this form is only a ment of Transportation, and any recommended settlem th Carolina Department of Transportation by its forma ents, and/or other interests.	nent is not a l	bind	ding contract unless and until accepted by
	-	30014	5	2
	(Signed)			
	(oigned)	Bre	tt N	litchell - Right of Way Agent

RIGHT OF WAY CLAIM REPORT

TIP/PARCEL NO. 012	WE	BS ELEMENT _4	4237	COUNTY Chatha	am	
CLAIM OF Chatham County		*		PLAN SHE	EET <u>4 & 7</u>	
1. Land Area to be Acquired (Pa	yment per square fo	oot/acre supporte	d by recent land s	sales on file.)		
RIGHT OF WAY PERM Drainage Easement PERM Utility Easement PERM Drainage/Utility Ease PERM Aerial Utility Easement PERM Construction Easement TEMP Construction Easement TEMP Drainage Easement TEMP Utility Easement OTHER	R/W A PDE A PUE 0.006 A DUE A AUE A TCE A TDE A TUE A	C X \$ 149,25 C X \$ C X \$	0 X 90% 0 X 30%	= \$ = \$ = \$ = \$ = \$ = \$ = \$ = \$ = \$ = \$	(B)	
Payment for improvement(s) t N/A	o be acquired. Mate		_ \$0-	n the State's files.		
N/A N/A			- \$ -0- \$ -0-			
Cost to Cure (Curable items o	nly)		IMPROVE	MENTS TOTAL	\$0-	
N/A			COST TO	O CURE TOTAL	\$ -0-	
				GRAND TOTAL	\$ 2,350	
Comments: Values derived from MLS#- 2188840, 2193483, 1961791	n closings and listings	proximate to the s	subject property.			
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:	War blay Shill	V	Villiam Blair Schol	I Date	01/09/19	
TEMPORARY EASEMENT TOTA	AL \$ 1,450	PERMA	NENT EASEMEN	NT TOTAL \$ 90	00	

FRM4-N Revised 12-06-2017

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 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.
Joganning.
FRM7-U

FRM7-U Page 1 of 3 Revised 02/17/15

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

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 aforestated 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 68^318'49.5" 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 14^59'43.8" 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:ChathamV	VBS ELEMENT:	44237	TIP/PARCEL	. NO.:	011
The Grantors acknowled made available to them. The Gracompensation pursuant to Article said interests and areas by the Dremaining property; for any and acquisition for the construction of Chatham Coun Transportation, its successors an subject the same.	ntors further acknowle 9, Chapter 136 of the epartment of Transpo all claims for interest a Department of Trans ty; and for the past ar	edge that the of the North Carolin ortation and for and costs; for a sportation Project future use of the North Project future	consideration some General Start any and all darest # of said areas b	atutes for the acc amages to the v mages caused b 44237 y the Departmer	full and just quisition of the ralue of their y the ,
IN WITNESS WHEREOF, the Gr instrument to be signed in its corp by authority of its Board of Direct	porate name by its du	ly authorized of	officers and its	or if corporate, has seal to be here	as caused this unto affixed
This instrument does not accepted by an authorized agent				until this docum	nent is
Chatham (County, a North Carol	ina Municipal (Corporation		
Attest:	(SEAL)	BY:		Chair	(SEAL)
Lindsay Ray	Clerk (SEAL)	Michael [Dasher	Chair	man
ACCEPTED FOR THE DEPART	TMENT OF TRANSPO	ORTATION BY	/ :		
1	North Carolina,		County	Carlos a most-market	
	I,			, a Notary Public	c for
-		County, No	rth Carolina, c	ertify that personally o	
t	pefore me this day and	d acknowledge	ed that she is	the CLERK of th	ne
(Official Seal)	CHATHAM by authority duly giver	n, the foregoing	g instrument w	as signed in its	name by
ĺ	ts CHAIRMAN of the COMMISSIONERS, s	ealed with its	corporate seal	NTY BOARD O	F y
-	Witness my ha	as i and and officia	its CLERK. al seal this the	day	of
_		, 20	•	2 1	
*	A	Notary Public			

My commission expires:

AGREEMENT FOR ENTRY

Prepared By: RETURN TO:	Brett Mitchell Carolina Land Acquisitions 104 East Vance Street Zebulon, NC 27597		
STATE OF NOR	TH CAROLINA	TIP/PARCEL NO.:	012
Chatham	COUNTY	WBS ELEMENT	44237
Chatham County	EEMENT made this the North Carolina Department of T r, a North Carolina Municipal Co ttsboro, NC 27312		, 2019 , by r called the Department) and
(hereinafter calle	d the owners);		
	WITN	<u>ESSETH</u>	
	HEREAS, the Department desir Township, Ch	es to enter certain lands on atham County,	
Point of beginnin feet and having a a distance of 7.0 of said curve bein bearing of S 60% returning to the p	ty Easement described as foll g being S 53^52'24.7" W, 192.5 a radius of 132.500 feet. The ch 57 feet thence along a curve 27 ng on a bearing of N 84^50'39.2 50'41.7" E 31.446 feet thence to oint and place of beginning.	47 feet from -L2- Sta 10+ ord of said curve being or .515 feet and having a rad " W, a distance of 26.560 a point on a bearing of N	n a bearing of N 60^5'45.1" W, dius of 30.000 feet. The chord feet thence to a point on a
Point of beginnin feet and having a distance of 145 point on a bearin feet thence to a p 85^21'40.2" E 16 on a bearing of N feet thence to a p 68^4'0.6" E 33.12 a bearing of N 3^	g being S 6^12'8.2" W, 101.986 radius of 132.500 feet. The ch. 014 feet thence to a point on a g of N 49^54'49.4" E 8.019 feet ooint on a bearing of S 76^59'56.104 feet thence to a point on a 177^54'52.8" E 21.949 feet then ooint on a bearing of N 60^34'1520 feet thence to a point on a be 57'56.1" W 0.543 feet thence to oint and place of beginning.	ord of said curve being or bearing of S 28^29'10.6" thence to a point on a bea. .7" E 23.409 feet thence t bearing of N 86^53'46.2" ce to a point on a bearing .9" E 13.179 feet thence tearing of N 44^26'54.8" E	n a bearing of S 85^12'5.4" W, W 10.711 feet thence to a aring of S 67^23'53.4" E 21.94% to a point on a bearing of S E 20.489 feet thence to a point g of N 68^18'49.5" E 23.409 to a point on a bearing of S 0.629 feet thence to a point on
feet and having a a distance of 22.4 point on a bearing feet thence to a p 30^47'36.3" E 12 on a bearing of S	g being S 60^13'29.1" W, 216.70 radius of 30.000 feet. The cho 121 feet thence to a point on a big of S 87^37'53.0" E 5.688 feet ooint on a bearing of N 1^57'26.1' 701 feet thence to a point on a 78^52'12.7" E 35.012 feet then the point and place of beginning	rd of said curve being on pearing of S 24^59'43.8" Veloce to a point on a beat 1" E 10.567 feet thence to bearing of N 71^51'53.8" ce to a point on a bearing	a bearing of S 46^56'18.4" W, N 101.365 feet thence to a aring of N 24^59'43.8" E 83.802 to a point on a bearing of N E 4.593 feet thence to a point

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 in accordance with the plans and or utility encroachments for Project 44237 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.

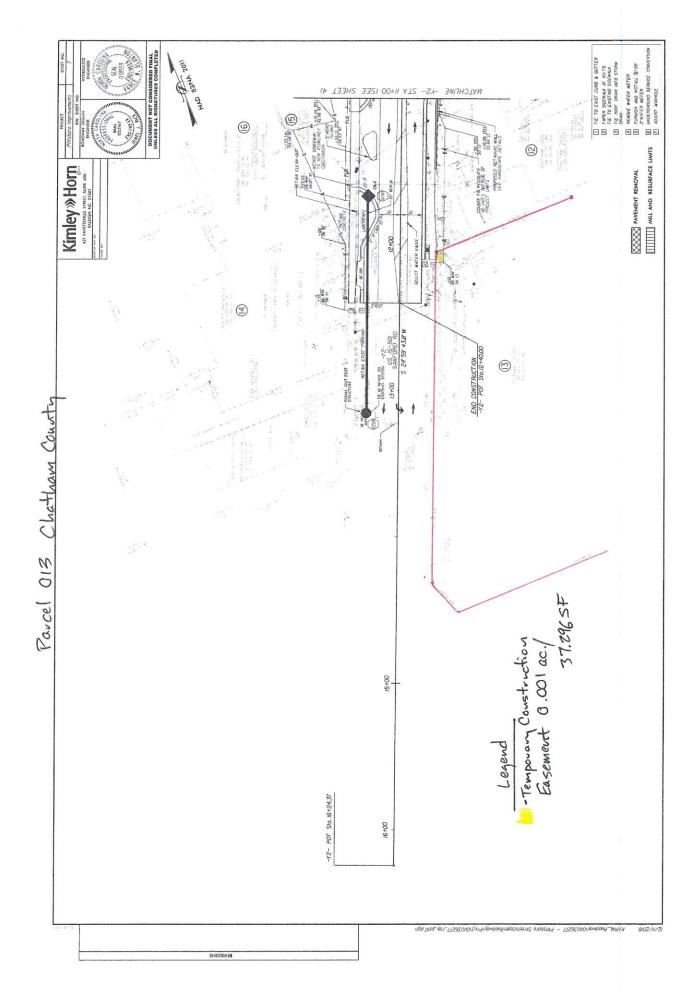
IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

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 C	OUNTY:	Chatham	
IN WITNESS WHE corporate, have caused this and its seal to be hereunto a	instrument to be signe	ed in its co	orporate name by its	
Chatham	County, a North Carolir	na Municip	oal Corporation	,
Attest:	(SEAL)	BY:		(SEAL)
Lindsay Ray	Clerk	Micha	el Dasher	Chairman
ACCEPTED FOR THE DEPAR	TMENT OF TRANSPO	RTATION	I BY:	
ACCEPTED FOR THE DEPAR				
ACCEPTED FOR THE DEPAR	TMENT OF TRANSPO North Carolina, I,	gan sa a sa a	County	a Notary Public for
ACCEPTED FOR THE DEPAR				rtify that
ACCEPTED FOR THE DEPAR		_ County	County , North Carolina, ce	rtify that personally came ne CLERK of the
ACCEPTED FOR THE DEPAR	North Carolina, I, before me this day an CHATHAM by authority duly giver	County id acknowl COUNTY	County , North Carolina, ce ledged that she is the BOARD OF COMM going instrument was	rtify that personally came ne CLERK of the MISSIONERS, and that has signed in its name by
	North Carolina, I, before me this day an	County id acknowl COUNTY n, the fore	County , North Carolina, ce ledged that she is the SOUNT COMMITTER COMMITTER COUNT	rtify that personally came ne CLERK of the MISSIONERS, and that has signed in its name by HTY BOARD OF
	North Carolina, I, Defore me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s	County of acknowl COUNTY n, the fore CH. sealed with	County , North Carolina, ce ledged that she is the BOARD OF COMM going instrument wath COUN in its corporate seal, as its CLERK.	rtify thatpersonally came le CLERK of the MISSIONERS, and that les signed in its name by ITY BOARD OF and attested by
	North Carolina, I, Defore me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s	County Id acknowl COUNTY In, the forei CH. Sealed with	County To North Carolina, ce Iledged that she is the BOARD OF COMING INSTRUMENT WATHAM COUNTY Its COUNTY Its COUNTY Its COUNTY Its COUNTY Its CLERK.	rtify thatpersonally came le CLERK of the MISSIONERS, and that les signed in its name by ITY BOARD OF and attested by
	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s Witness my h	County of acknowl COUNTY n, the fore CH. sealed with and and o	County To North Carolina, ce ledged that she is the BOARD OF COMIT Going instrument wath ATHAM COUNT its corporate seal, as its CLERK. Official seal this the County Co	rtify thatpersonally came le CLERK of the MISSIONERS, and that les signed in its name by ITY BOARD OF and attested by
	North Carolina, I, before me this day an CHATHAM by authority duly giver its CHAIRMAN of the COMMISSIONERS, s Witness my h	County Id acknowl COUNTY In, the forei CH. Sealed with	County To North Carolina, ce ledged that she is the BOARD OF COMIT Going instrument wath ATHAM COUNT its corporate seal, as its CLERK. Official seal this the County Co	rtify thatpersonally came le CLERK of the MISSIONERS, and that les signed in its name by ITY BOARD OF and attested by



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
emetal y	12 East Street	TO: Lessee		
	Pittsboro, NC 27312	N/A		· · · · · · · · · · · · · · · · · · ·
TIP/P/	ARCEL NO.: 013 ITY Chatham	WBS ELEM	ENI.	r· 44237
	RIPTION: Intersection of US 64 Business and US		LIV	1
Dear I	Property Owner:			
the ap any in this pr and, if	Illowing contingent offer of just compensation is based of proved appraised value for the appropriate legal compected or decrease in the fair market value of the propeoject. The contingent offer of just compensation is base applicable, building costs in the area of your property.	nsable interes rty acquired d ed on an analy	st or ue t	interests. The approved value disregards to influence caused by public knowledge of of market data, comparable land sales,
	Value of Right of Way to be Acquired		\$	-0-
	Value of Permanent Easements to be Acquired		\$	-0-
	Value of Temporary Easement (Rental of Land) to be	Acquired	\$.	50.00
	Value of Improvements to be Acquired		\$_	-0-
	Damages, if any, to Remainder		\$_	-0-
	Benefits, if any, to Remainder	minus	\$	-0-
	TOTAL CONTINGENT OFFER		\$	50.00
	tal contingent offer includes all interests other than lease rements.	es involving F	ede	ral Agencies and Tenant owned
which to US acres.	at property described in Deed Book 626, Page 10, Chath -0- acres are being acquired as Right of Way, leaving a 15-501 (Sanford Road). Being acquired is a temporary the TOTAL CONTINGENT OFFER includes payment for	oproximately construction e	0.80 ease	95 acres remaining on the right with access ement containing approximately 0.001
None		*		
(C) Sh buildat Please being e with a	ed there is sufficient time remaining in the project sched on value, with the stipulation that you remove them from sould you desire to sell the Department the portion of you le lot, as explained to you by the Right of Way Agent, the note that any contingent offer to purchase a remnant/b environmentally clean prior to the conveyance to the Department of the appropriate environmental agency statistical to their standards.	ur property cone total continuidable lot is partment. Yo	on a onsi gen con u m	dered to be an uneconomic remnant or toffer would be: \$ N/A ditioned upon the remnant/buildable lot ay be required to provide the Department
and Br	iginal of this form was handed/mailed, if out of state owr ian Stevens onJanuary 17 th , iht of Way Brochure/Owner's Letter.	ner, to <u>Da</u>		amontagne (Interim County Manager) 19. Owner was furnished a copy of
I will be	e available at your convenience to discuss this matter fu	rther with you	. N	ly telephone number is 919-375-4619.
Depart the No	be advised that the agent signing this form is only a ment of Transportation, and any recommended settlen rth Carolina Department of Transportation by its forma ents, and/or other interests.	nent is not a	bind	ling contract unless and until accepted by
	The state of the s	30314	5	2
	(0:			
	(Signed)	Bre	ett N	litchell - Right of Way Agent

RIGHT OF WAY CLAIM REPORT

TIP/PARCEL NO. 013	WBS ELEMENT 44237	COUNTY Chatham
CLAIM OF Chatham County		PLAN SHEET4 & 7
1. Land Area to be Acquired (Payment per sq	uare foot/acre supported by recent lan	d sales on file.)
RIGHT OF WAY PERM Drainage Easement PERM Utility Easement PERM Drainage/Utility Ease PERM Aerial Utility Easement PERM Construction Easement TEMP Construction Easement TEMP Drainage Easement TDE TEMP Utility Easement TUE OTHER	AC X \$	= \$
2. Payment for improvement(s) to be acquired N/A	Φ 0	d in the State's files.
N/A N/A		
	¥	VEMENTS TOTAL \$0-
Cost to Cure (Curable items only) N/A	COST	TO CURE TOTAL \$ -0-
		GRAND TOTAL \$ 50
Comments: Values derived from closings and MLS#- 2188840, 2193483, 1961791	listings proximate to the subject property.	
Certificate of Preparer and Approver: I hereby estimate; that this estimate is based on data copresent or contemplated future personal interest the total of this estimate is over \$10,000, negotiating agent and (2) the owner must be	ontained in the files of the agency and st in this property or in any benefit from (1) this estimate must be prepared by	that I have no direct or indirect, the acquisition of this property. y someone other than the
Preparer Signature:	Cole Thorso	Date 12/19/2018
NCDOT Approval Signature:	William Blair Sc	holl Date01/09/19
TEMPORARY EASEMENT TOTAL \$ 50	PERMANENT EASEM	ENT TOTAL \$0-

FRM4-N Revised 12-06-2017

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 2019 by and between
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.
FRM7-D Page 1 of 3 Revised 02/17/15

COUNTY:	Chatham	WBS ELEMENT:	44237	TIP/PARCEL NO.:	013
on that set of of Transporta pursuant to N to which plans	plans for State H tion in Raleigh, N .C.G.S 136-19.4	lighway Project North Carolina, and also , in the Office of the Re reby made for greater c	44237 on a copy of gister of Deed	said project plans which	ce of the Department will be recorded, County,
This E	EASEMENT is su	ubject to the following te	erms and prov	sions only:	
				er upon our lands outside vill have no further claim	
There	are no condition	ns to this EASEMENT n	ot expressed	herein.	
hereinabove s themselves, th owners of the	et forth, unto the eir heirs, succes property; that the	DEPARTMENT, its suc ssors, executors and as	ccessors and signs, hereby to grant the sa	rposes, subject to the te assigns, and the GRAN' warrant and covenant the aid temporary easement persons whomsoever;	TORS, for nat they are the sole
made available compensation the said intere their remaining acquisition for Chat	e to them. The G pursuant to Artic sts and areas by property; for an the construction ham	cle 9, Chapter 136 of the the Department of Train by and all claims for inte of Department of Trans County, and for the pas	edge that the e North Caroli nsportation an rest and costs sportation Proj t and future us	44237 consideration stated her na General Statutes for d for any and all damage for any and all damage for the 44 se of said areas by the I n the said Department is	the acquisition of es to the value of es caused by the 1237
to subject the s	same.				
			/		

FRM7-D Page 2 of 3 Revised 02/17/15

COUNTY:C	hatham	WBS ELEMENT:	44237	TIP/PARCEL NO.:	013
caused this instrur	nent to be sig	GRANTORS have here gned in its corporate natical its Board of Directors)	ame by its du	ly authorized officers	and its seal to be
		er the herein described artment of Transportat		less and until this doc	cument is accepted by
	Chathan	n County, a North Card	olina Municipa	al Corporation	
Attest: Lindsay Ray	- 11	Clerk (SEAL)	BY: Michae	el Dasher	Chairman (SEAL)
ACCEPTED FOR	THE DEPA	RTMENT OF TRANSF	PORTATION	BY:	
(Official Se	al)	before me this day ar CHATHAM by authority duly give its CHAIRMAN of the COMMISSIONERS, s	County, Nond acknowled COUNTY Ben, the forego CHAT sealed with it	, a Not lorth Carolina, certify placed that she is the COARD OF COMMISS ing instrument was signed that COUNTY is corporate seal, and is its CLERK.	ersonally came LERK of the BIONERS, and that gned in its name by BOARD OF attested by
		ē!	Notary Publ	ic	

AGREEMENT FOR ENTRY

Prepared By: RETURN TO:	Brett Mitchell Carolina Land Acquisitions 104 East Vance Street Zebulon, NC 27597		
STATE OF NOR	TH CAROLINA	TIP/PARCEL NO.:	013
Chatham	COUNTY	WBS ELEMENT	44237
Chatham County	EEMENT made this the North Carolina Department of Tra , a North Carolina Municipal Corp	_ day of ansportation (hereinafte oration	, 2019 , by er called the Department) and
(hereinafter calle	ttsboro, NC 27312 d the owners);		
	WITNES	SSETH	
Center Temporary Con	HEREAS, the Department desires Township, Cha struction Easement described a g being N 42^18'57.3" E, 100.768	tham County	r, described as follows:
bearing of N 87 ⁴ ; thence to a point	37'53.0" W 5.688 feet thence to a on a bearing of S 65^0'16.2" E 5.	point on a bearing of S 250 feet thence to a po	24^59'43.8" W 6.010 feet

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 in accordance with the plans and or utility encroachments for Project 44237 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.

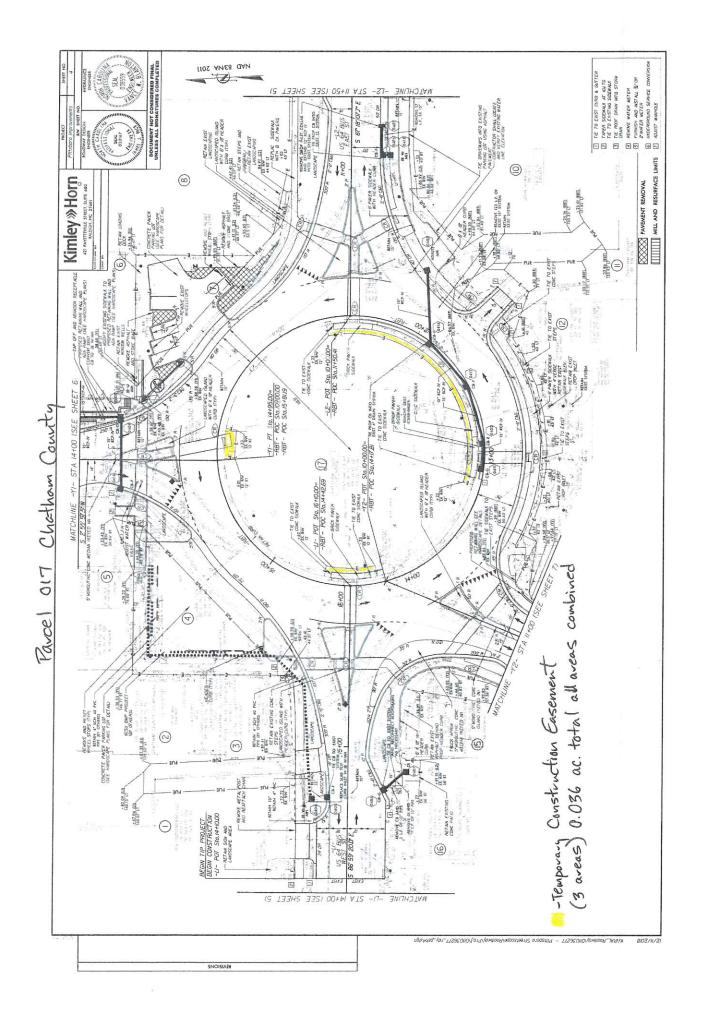
IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

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 fille 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 filling of proceedings in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

TIP/PARCEL NO.:	013 C	COUNTY:	Chatham
corporate, have caused this	instrument to be sign	ned in its co	e set their hands and adopted seals, or if orporate name by its duly authorized officers Directors, the day and year first above written.
Chatham	County, a North Carol	ina Municip	pal Corporation
Attest:	(SEAL)	BY:	el Dasher Chairman (SEAL)
Lindsay Ray	Clerk	Micha	el Dasher Chairman
ACCEPTED FOR THE DEPAR	TMENT OF TRANSPO	ORTATION	IBY:
ACCEPTED FOR THE DEPAR			
ACCEPTED FOR THE DEPAR	North Carolina,		County
ACCEPTED FOR THE DEPAR	North Carolina,	0	County , a Notary Public for r, North Carolina, certify that
ACCEPTED FOR THE DEPAR	North Carolina,	County	County , a Notary Public for
	North Carolina, I, before me this day a CHATHAM	County	County, a Notary Public for r, North Carolina, certify that personally came ledged that she is the CLERK of the r/ BOARD OF COMMISSIONERS, and that
ACCEPTED FOR THE DEPAR (Official Seal)	North Carolina, I, before me this day a CHATHAM by authority duly give	County Ind acknow COUNTY en, the fore	County , a Notary Public for r, North Carolina, certify that personally came ledged that she is the CLERK of the r BOARD OF COMMISSIONERS, and that going instrument was signed in its name by
	North Carolina, I, before me this day a CHATHAM by authority duly give its CHAIRMAN of the	County ind acknow _ COUNTY en, the fore e CH	County , a Notary Public for r, North Carolina, certify that personally came ledged that she is the CLERK of the r BOARD OF COMMISSIONERS, and that going instrument was signed in its name by ATHAM COUNTY BOARD OF in its corporate seal, and attested by
	North Carolina, I, before me this day a CHATHAM by authority duly give its CHAIRMAN of the COMMISSIONERS,	County Ind acknow COUNTY en, the fore CH sealed with	County, a Notary Public for y, North Carolina, certify that personally came ledged that she is the CLERK of the y BOARD OF COMMISSIONERS, and that going instrument was signed in its name by ATHAM COUNTY BOARD OF in its corporate seal, and attested by as its CLERK.
	North Carolina, I, before me this day a CHATHAM by authority duly give its CHAIRMAN of the COMMISSIONERS,	County Ind acknow COUNTY en, the fore E CH sealed with	County, a Notary Public for on the control of the control of the country BOARD OF COMMISSIONERS, and that going instrument was signed in its name by ATHAM COUNTY BOARD OF its corporate seal, and attested by as its CLERK.
	North Carolina, I, before me this day a CHATHAM by authority duly give its CHAIRMAN of the COMMISSIONERS, Witness my	County nd acknow COUNTY en, the fore E CH sealed with hand and c	County, a Notary Public for r. North Carolina, certify that personally came ledged that she is the CLERK of the r. BOARD OF COMMISSIONERS, and that going instrument was signed in its name by ATHAM COUNTY BOARD OF in its corporate seal, and attested by as its CLERK.
	North Carolina, I, before me this day a CHATHAM by authority duly give its CHAIRMAN of the COMMISSIONERS, Witness my	County Ind acknow COUNTY en, the fore E CH sealed with	County, a Notary Public for r. North Carolina, certify that personally came ledged that she is the CLERK of the r. BOARD OF COMMISSIONERS, and that going instrument was signed in its name by ATHAM COUNTY BOARD OF in its corporate seal, and attested by as its CLERK.



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

TO:	Chatham Count	y, a North Carolina Municipal Corporation	DATE:	1/17	7/2019
	12 East Stree		TO: Lesse		
	Pittsboro, NC	27312	N/A		
TIP/P/	ARCEL NO.:	 Chatham	WBS ELEM	⊏NI.	T. 44227
	RIPTION:	Intersection of US 64 Business and US		□IN	1. 44237
Dear I	Property Owne	er:			
the ap any in this pr and, if	proved appraisorease or decr roject. The cor	sed value for the appropriate legal comp tease in the fair market value of the prop ntingent offer of just compensation is bas	ensable interes erty acquired d sed on an analy	st o lue /sis	value of the property and is not less than r interests. The approved value disregards to influence caused by public knowledge of of market data, comparable land sales, is form as it contains pertinent income
	Value of Rig	ht of Way to be Acquired		\$	-0-
	Value of Per	manent Easements to be Acquired		\$.	-0-
	Value of Ter	nporary Easement (Rental of Land) to be	e Acquired	\$.	1,625.00
	Value of Imp	provements to be Acquired		\$.	-0-
	Damages, if	any, to Remainder		\$	-0-
	Benefits, if a	ny, to Remainder	minus	\$.	-0-
	TOTAL CO	ONTINGENT OFFER		\$	1,625.00
	tal contingent vements.	offer includes all interests other than lea	ses involving F	ede	eral Agencies and Tenant owned
Subject of which US High acres.	ct property des ch -0- acres ard ghway 64 and	e being acquired as Right of Way, leavin US 15-501. Being acquired is a tempore	g 0.552 acres ary construction	rem n ea	istry, contains approximately 0.552 acres laining on the left and right with access to esement containing approximately 0.036
(B) Ir	ne TOTAL COM	NTINGENT OFFER includes payment fo	r the improvem	ent	s and appurtenances described below:
(C) Sh buildab Please being e with a remove	on value, with on ould you desire the lot, as explained and the lot any environmentall release from the dot to their stan	ne appropriate environmental agency sta dards. rm was handed/mailed, if out of state ow	m the acquisition our property continuous the total	on a onsi ger con u m ntar	dered to be an uneconomic remnant or at offer would be: \$_N/A ditioned upon the remnant/buildable lot ay be required to provide the Department.
		on January 17 th ,chure/Owner's Letter.		J -	Owner was turnished a copy of
	- 10 mm		urther with you	. N	ly telephone number is919-375-4619
Depart the No	ment of Trans	portation, and any recommended settle epartment of Transportation by its form	ment is not a	bind	commend settlement to the North Carolina ding contract unless and until accepted by comments for conveyance of Right of Way,
			3014	5	2
		(Signed)			
		(Signed)	Bre	tt N	litchell - Right of Way Agent

RIGHT OF WAY CLAIM REPORT

TIP/PARCEL NO. 017	7	WBS ELEMENT	44237	COUNTY Chatha	am
CLAIM OF Chatham C	County			PLAN SHE	ET 4
Land Area to be Acqui	red (Payment per squa	re foot/acre suppo	rted by recent land s	ales on file.)	
RIGHT OF WAY PERM Drainage Easement PERM Utility Easement PERM Drainage/Utility Ea PERM Aerial Utility Easer PERM Construction Ease TEMP Construction Ease TEMP Drainage Easement TEMP Utility Easement OTHER	R/W nt PDE PUE nent AUE ment PCE ment TCE 0.036 nt TDE TUE	AC X \$ AC X \$ AC X \$ AC X \$ AC X \$ AC X \$	250 X 30%	= \$ = \$ = \$ = \$ = \$ = \$ = \$ LAND TOTAL	®
2. Payment for improvem	ent(s) to be acquired.	Material and labor	costs documented in	the State's files.	
			\$0-		
N/A N/A			\$ -0- \$ -0-		
N/A		2-2-2-3-12-12	\$ <u>-0-</u>		
			IMPROVE	MENTS TOTAL	\$0-
3. Cost to Cure (Curable	items only)				
N/A			COST TO	CURE TOTAL	\$0-
			×	GRAND TOTAL	\$ 1,625
Comments: <u>Values deriv</u> MLS#- 2188840, 2193483, 1	ved from closings and list 961791	ings proximate to th	e subject property.		
Certificate of Preparer and estimate; that this estimate present or contemplated fulf the total of this estimate negotiating agent and (2)	e is based on data cont uture personal interest te is over \$10,000, (1)	ained in the files of n this property or i this estimate mu	f the agency and than n any benefit from the st be prepared by s	t I have no direct e acquisition of the comeone other the	or indirect, nis property. nan the
Preparer Signature:			Cole Thorson	Date	12/19/2018
NCDOT Approval Signature:	William Blay it	MA	William Blair Scholl	Date	01/09/19
TEMPORARY EASEMEN	T TOTAL \$1,450	PERM	MANENT EASEMEN	T TOTAL \$0	-

FRM4-N Revised 12-06-2017

Revenue Stamps \$TEMPORARY EASEMENT	
THIS INSTRUMENT DRAWN BY William Blair Scholl CHECKED BY Dennis Peeb	oles
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	4/US 15-501
THIS EASEMENT, made and entered into this the	20 19
hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department of Transportation, an agency of the Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department of Transportation, and the Department of Transportation of Transportation of Transportation, and the Department of Transportation of Tra	
WITNESSETH	
THAT the GRANTORS, for themselves, their heirs, successors, executors, and assigns consideration of the sum of \$ agreed to be paid by the DEPARTME GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors, temporary easement for highway purposes, subject to the terms and provisions hereinafter set f portion of real property described in deed(s) recorded in Book AF , Page 399 office of the Register of Deeds of Chatham County, said easement being follows:	ENT to the and assigns, a forth, over a
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 currand having a radius of 87.500 feet. The chord of said curve being on a bearing of N 83^58'51.9 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 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 place of beginning.	9" W, a distance a bearing of S
Area Two: Point of beginning being S 40^40'58.8" E, 115.829 feet from -L1- Sta 16+00 thence along a curvand having a radius of 87.500 feet. The chord of said curve being on a bearing of N 49^28'47.3 of 148.970 feet thence to a point on a bearing of S 80^53'13.3" W 6.971 feet thence along a curand having a radius of 80.500 feet. The chord of said curve being on a bearing of S 49^25'17.9' of 137.326 feet thence to a point on a bearing of S 17^57'22.5" W 6.681 feet returning to the poibeginning.	B" E, a distance rve 164.481 feet " W, a distance
Area Three: Point of beginning being N 45^25'24.7" E, 24.661 feet from -L1- Sta 16+00 thence along a curve and having a radius of 87.500 feet. The chord of said curve being on a bearing of S 2^21'55.9" 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 shaving a radius of 80.500 feet. The chord of said curve being on a bearing of N 2^35'44.2" E, a 33.690 feet thence to a point on a bearing of N 75^19'33.0" W 7.176 feet returning to the point a beginning.	W, a distance 33.941 feet and distance of

FRM7-D Page 1 of 3 Revised 02/17/15

COUNTY:	Chatham	WBS ELEMENT:	44237	TIP/PARCEL NO.:	017
slopes in the at adjacent lands the roadway. A the right of way acceptance of t Easement area access, ingress	pove described in such a mann and additional collimits and beyone project. The (s) in any mann are geress, and point the actual use	temporary easement are er that the cut and/or fill onstruction areas lying b ond any permanent ease underlying fee owner shall ler and for any purpose, arking, that does not, in	ea(s) until suc slopes are no eyond the cut ment areas w hall have the r including but the determina	to construct and maintain the time that the property own longer needed for the later, and/or fill slopes and extendill terminate upon completioning to continue to use the Tonot limited to the use of said tion of the Department, obstantment of Transportation, its	ers alter the al support of ding beyond n and emporary I area for truct or
on that set of pl of Transportation pursuant to N.C.	ans for State Hi on in Raleigh, N c.G.S 136-19.4, reference is her	ighway Project orth Carolina, and also o in the Office of the Regi eby made for greater ce	44237 on a copy of s ster of Deeds	easement areas being delin on file in the office of aid project plans which will to of Chatham rription of the easement area	the Department be recorded, County,
This EA	SEMENT is su	bject to the following terr	ms and provis	ions only:	
				upon our lands outside the I have no further claim as a	
There a	re no conditions	s to this EASEMENT not	t expressed h	erein.	
hereinabove set themselves, the owners of the pr	forth, unto the ir heirs, success operty; that the	DEPARTMENT, its succ sors, executors and assi	cessors and a gns, hereby w grant the sai	poses, subject to the terms a ssigns, and the GRANTOR warrant and covenant that the d temporary easement; and ersons whomsoever;	S, for ey are the sole
made available compensation p the said interest their remaining pacquisition for the Chatha	to them. The Grursuant to Articles and areas by property; for any se construction of the successors at successors at the construction of the successors at the construction of the successors at the construction of the construct	le 9, Chapter 136 of the the Department of Trans y and all claims for intere of Department of Transp County, and for the past	dge that the c North Carolin sportation and est and costs; ortation Proje and future use	44237 onsideration stated herein a General Statutes for the a I for any and all damages to for any and all damages ca ect # 44237 e of said areas by the Depa the said Department is auth	cquisition of the value of used by the tment of

FRM7-D Page 2 of 3 Revised 02/17/15

COUNTY:	Chatham	WBS ELEMENT:	44237	_ TIP/PARCEL	NO.:017	Š
caused this instru	ment to be sig	GRANTORS have hereugned in its corporate nar its Board of Directors) t	me by its du	ly authorized offi	icers and its seal to	
		er the herein described artment of Transportatio		less and until thi	s document is acce	pted by
	Chatham	ı County, a North Caroli	na Municipa	al Corporation		
Attest: Lindsay Ray		Clerk (SEAL)	BY: Michae	l Dasher	Chairmar	(SEAL)
ACCEPTED FOR	R THE DEPAR	RTMENT OF TRANSPO	RTATION	BY:		
(Official S	eal)	before me this day and CHATHAM by authority duly given its CHAIRMAN of the COMMISSIONERS, se Witness my ha	County, No disconnection of the County Bit of th	lorth Carolina, colleged that she is to OARD OF COMing instrument with COUN scorporate seal, sits CLERK.	MISSIONERS, and as signed in its nam NTY BOARD OF and attested by	that
		My commission				

AGREEMENT FOR ENTRY

Prepared By: RETURN TO:	Brett Mitchell Carolina Land Acquisitions 104 East Vance Street Zebulon, NC 27597		
STATE OF NOR	TH CAROLINA	TIP/PARCEL NO.:	017
Chatham	COUNTY	WBS ELEMENT	44237
and between the Chatham County	North Carolina Department of Tra , a North Carolina Municipal Corpo ttsboro, NC 27312	_ day of nsportation (hereinafte pration	,2019, by er called the Department) and
(nereinanter calle			
	WITNES	<u>SETH</u>	
THAT W Center	HEREAS, the Department desires Township, Chat		of the owners located in , described as follows:
Area One: Point of beginnin feet and having a a distance of 20.4 a bearing of S 84 returning to the p Area Two: Point of beginnin. 178.216 feet and	g being N 56^26'40.4" E, 146.121 radius of 87.500 feet. The chord 845 feet thence to a point on a bea '3'43.4" E 19.101 feet thence to a oint and place of beginning. g being S 40^40'58.8" E, 115.829 having a radius of 87.500 feet. The chord and place of beginning.	feet from -L1- Sta 16+ of said curve being or ring of S 0*52'32.2" E point on a bearing of feet from -L1- Sta 16+ he chord of said curve	n a bearing of N 83^58'51.9" W, 7.365 feet thence to a point on N 12^45'5.4" E 7.335 feet 00 thence along a curve being on a bearing of N
thence along a cua bearing of S 49	distance of 148.970 feet thence to urve 164.481 feet and having a rac ^25'17.9" W, a distance of 137.326 rning to the point and place of beg	lius of 80.500 feet. The feet thence to a poin	ne chord of said curve being on
feet and having a distance of 36.66 33.941 feet and h 2^35'44.2" E, a di	g being N 45^25'24.7" E, 24.661 feradius of 87.500 feet. The chord 2 feet thence to a point on a bearing aving a radius of 80.500 feet. The stance of 33.690 feet thence to a point and place of beginning.	of said curve being on ng of N 80^31'1.3" E 7 chord of said curve b	a bearing of S 2^21'55.9" W, a .025 feet thence along a curve being on a bearing of N

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 C	COUNTY:	Chatham
corporate, have caused this	s instrument to be sign	ed in its co	e set their hands and adopted seals, or if orporate name by its duly authorized officers Directors, the day and year first above written.
Chatham	County, a North Caroli	ina Municiį	pal Corporation
Attest: Lindsay Ray	Clerk (SEAL)	BY: Micha	eel Dasher Chairman (SEAL)
ACCEPTED FOR THE DEPAR	RTMENT OF TRANSPO	ORTATION	N BY:
ACCEPTED FOR THE DEPAR	North Carolina.		County
ACCEPTED FOR THE DEPAR	North Carolina,		County , a Notary Public for
ACCEPTED FOR THE DEPAR	North Carolina,	County	County , a Notary Public for /, North Carolina, certify that personally came
ACCEPTED FOR THE DEPAR	North Carolina,	County	County, a Notary Public for /, North Carolina, certify that personally came /ledged that she is the CLERK of the
ACCEPTED FOR THE DEPAR	North Carolina, I, before me this day an CHATHAM by authority duly give its CHAIRMAN of the	County nd acknow COUNTY en, the fore	County, a Notary Public for y, North Carolina, certify that personally came redeged that she is the CLERK of the Y BOARD OF COMMISSIONERS, and that regoing instrument was signed in its name by IATHAM COUNTY BOARD OF the its corporate seal, and attested by
	North Carolina, I, before me this day at CHATHAM by authority duly give its CHAIRMAN of the COMMISSIONERS,	County nd acknow COUNTY en, the fore CH sealed with	County, a Notary Public for, North Carolina, certify that personally came eledged that she is the CLERK of the Y BOARD OF COMMISSIONERS, and that regoing instrument was signed in its name by HATHAM COUNTY BOARD OF hits corporate seal, and attested by as its CLERK.
	North Carolina, I, before me this day at CHATHAM by authority duly give its CHAIRMAN of the COMMISSIONERS, Witness my I	County nd acknow COUNTY en, the force CF sealed with	County, a Notary Public for, North Carolina, certify that personally came, and that egoing instrument was signed in its name by IATHAM, COUNTY BOARD OF, In its corporate seal, and attested by as its CLERK. Official seal this the, day of, day of
	North Carolina, I, before me this day at CHATHAM by authority duly give its CHAIRMAN of the COMMISSIONERS, Witness my I	County nd acknow COUNTY	County, a Notary Public for y, North Carolina, certify that personally came eledged that she is the CLERK of the Y BOARD OF COMMISSIONERS, and that begoing instrument was signed in its name by HATHAM COUNTY BOARD OF hits corporate seal, and attested by as its CLERK. Official seal this the day of