## **AGREEMENT FOR ENTRY**

RETURN TO:	Carolina Land Acquisitions 104 East Vance Street Zebulon, NC 27597		
STATE OF NOR	TH CAROLINA	TIP/PARCEL NO.:	019US15501 004
Chatham	COUNTY	WBS ELEMENT	44237
and between the Chatham County	, a North Carolina Municipal ttsboro, NC 27312		, _2019 , by er called the Department) and
	<u>WI</u>	TNESSETH	
THAT W Center	HEREAS, the Department de		of the owners located in y, described as follows:
Point of beginning and having a rac distance of 46.97 of said curve bein feet and having a distance of 27.89 bearing of N 87^4 to a point on a be 6.018 feet returni  Temporary Cons Point of beginning feet and having a distance of 10.47 bearing of N 48^3 thence to a point 87^19'3.1" W 24. on a bearing of N	dius of 90.000 feet. The choical feet thence along a curve ag on a bearing of N 50^49'57 a radius of 60.000 feet. The choical feet thence to a point on a 19'3.1" W 5.562 feet thence to a paint of S 48^36'55.3" W 12 and to the point and place of I struction Easement descril g being N 46^23'37.3" W, 67 a radius of 90.000 feet. The choical feet thence to a point on a 36'55.3" E 127.608 feet thence on a bearing of N 87^19'3.1' 948 feet thence to a point on a 1948 feet thence to a point on 1948 feet thence to 29 and 29	I1 feet from -L1- Sta 16+00 ord of said curve being on 57.059 feet and having a ra 7.2" E, a distance of 56.619 chord 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 beginning.  bed as follows:  1.937 feet from -L1- Sta 16+ chord of said curve being or bearing of N 3^0'40.0" E 6. ce to a point on a bearing of W 32.774 feet thence to a n a bearing of N 87^19'3.1" N	thence along a curve 47.521 fee a bearing of N 53^37'19.9" E, a adius of 132.500 feet. The chord feet thence along a curve 28.145 n a bearing of N 49^43'44.3" E, a 14.695 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 00 thence along a curve 10.483 n a bearing of N 72^5'7.9" E, a 1.010 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	on of State Highway Project	44237	

Prepared By:

Cole Thorson

TIP/PARCEL NO.: 019US15501 004 COUNTY: Chatham

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.: 01908	S15501 004 COUNTY: Chatham			
corporate, have caused this	EREOF, the parties hereto have set their hands and adopted seals, or if s instrument to be signed in its corporate name by its duly authorized officers affixed by authority of its Board of Directors, the day and year first above written.			
Chatham County, a North Car	olina Municipal Corporation			
By: Michael Dasher	Chairman (SEAL)			
Attest: Lindsay Ray	Clerk (SEAL)			
ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:				
(Official Seal)	North Carolina, County  I,, a Notary Public for			
	My commission expires:			