

Revenue Stamps \$ 60.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Alan Rothrock CHECKED BY Dennis Peebles, Jr.

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

RETURN TO: Carolina Land Acquisition
104 East Vance Street
Zebulon, North Carolina 27597

NORTH CAROLINA
COUNTY OF Alamance
TAX PARCEL 147806

TIP/PARCEL NUMBER: U-6014 039
WBS ELEMENT: 47159.2.1
ROUTE: Graham-Hopedale Road

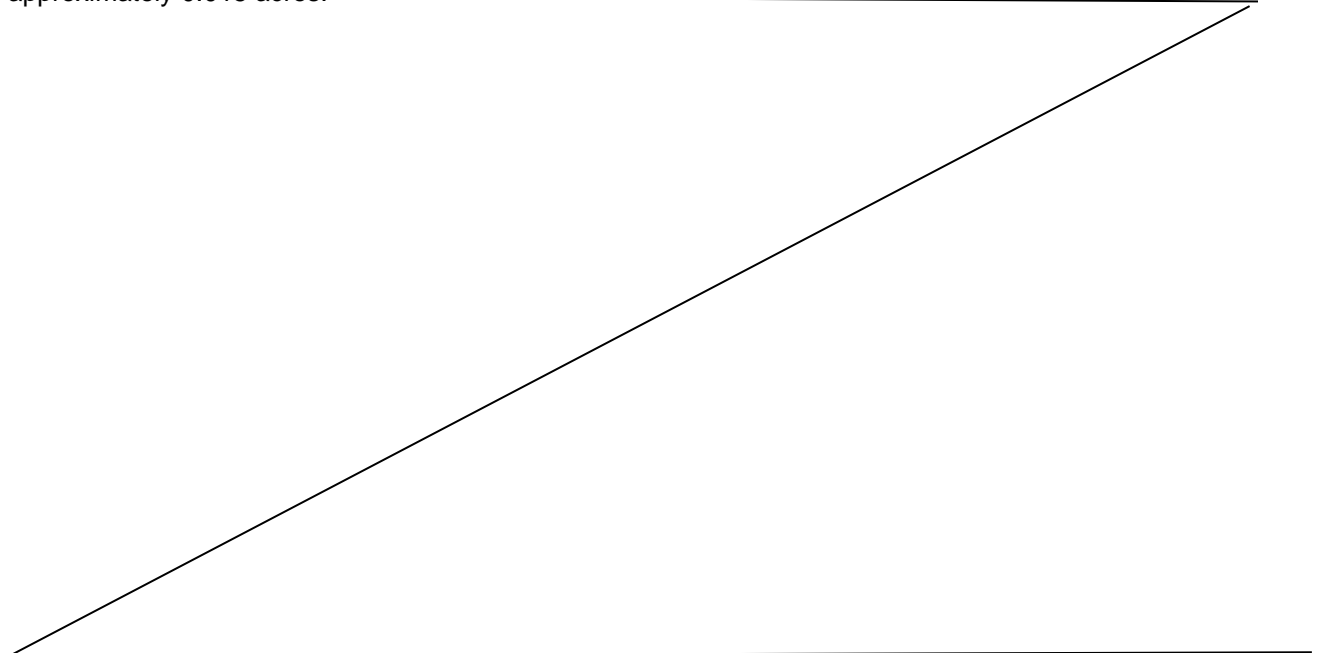
THIS FEE SIMPLE DEED, made and entered into this the _____ day of _____ 20 24
by and between Alamance County
124 West Elm Street
Graham, North Carolina 27253

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 \$ 30,000.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Burlington Township, Alamance County, North Carolina, which is particularly described as follows:

Point of beginning being S 20°6'19.1" E, 89.876 feet from -L- Sta 65+00 thence to a point on a bearing of S 1°6'54.4" W 38.818 feet thence to a point on a bearing of S 86°42'23.9" E 33.159 feet thence to a point on a bearing of N 38°28'3.0" W 52.002 feet returning to the point and place of beginning. Having an area of approximately 0.015 acres.



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

Permanent Drainage Easement described as follows:

Point of beginning being N 7°44'46.5" E, 281.711 feet from -L- Sta 65+00 thence to a point on a bearing of S 1°6'54.4" W 25.000 feet thence to a point on a bearing of S 88°34'15.6" E 15.854 feet thence to a point on a bearing of N 1°25'44.4" E 20.000 feet thence to a point on a bearing of N 71°12'28.0" W 16.754 feet returning to the point and place of beginning. Having an area of approximately 0.008 acres.

Said Permanent Drainage Easement in perpetuity is for the installation and maintenance of drainage facilities, 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 drainage facility with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility, 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 Drainage Easement area(s). It is further understood and agreed that Permanent Drainage 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 Drainage 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, its agents, assigns, and contractors.

Temporary Constructions Easement described as follows:

Point of beginning being N 8°23'24.6" E, 256.894 feet from -L- Sta 65+00 thence to a point on a bearing of S 1°6'54.4" W 338.608 feet thence to a point on a bearing of N 28°30'18.8" E 12.433 feet thence to a point on a bearing of N 0°39'10.2" E 122.544 feet thence to a point on a bearing of N 2°0'6.9" E 100.005 feet thence to a point on a bearing of N 1°25'44.4" E 80.000 feet thence to a point on a bearing of S 88°34'15.6" E 9.000 feet thence to a point on a bearing of N 1°25'44.4" E 25.000 feet thence to a point on a bearing of N 88°34'15.6" W 15.854 feet returning to the point and place of beginning. Having an area of approximately 0.049 acres.

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 area(s) until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed. Any additional construction areas lying beyond the right of way limits and beyond any permanent easement areas will terminate upon completion 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, its agents, assigns, and contractors.

Temporary Drainage Easement described as follows:

Point of beginning being N 11°39'40.9" E, 321.189 feet from -L- Sta 65+00 thence to a point on a bearing of N 86°43'57.7" W 6.128 feet thence to a point on a bearing of N 86°43'57.7" W 0.132 feet thence to a point on a bearing of N 86°43'57.7" W 20.014 feet thence to a point on a bearing of S 1°6'54.4" W 6.923 feet thence to a point on a bearing of S 88°34'15.6" E 26.155 feet thence to a point on a bearing of N 2°3'56.1" E 6.081 feet returning to the point and place of beginning. Having an area of approximately 0.004 acres.

This construction easement(s) shall expire upon completion and acceptance of the aforementioned 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, its agents, assigns, and contractors.

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

COUNTY: Alamance WBS ELEMENT: 47159.2.1 TIP/PARCEL NO.: U-6014 039

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

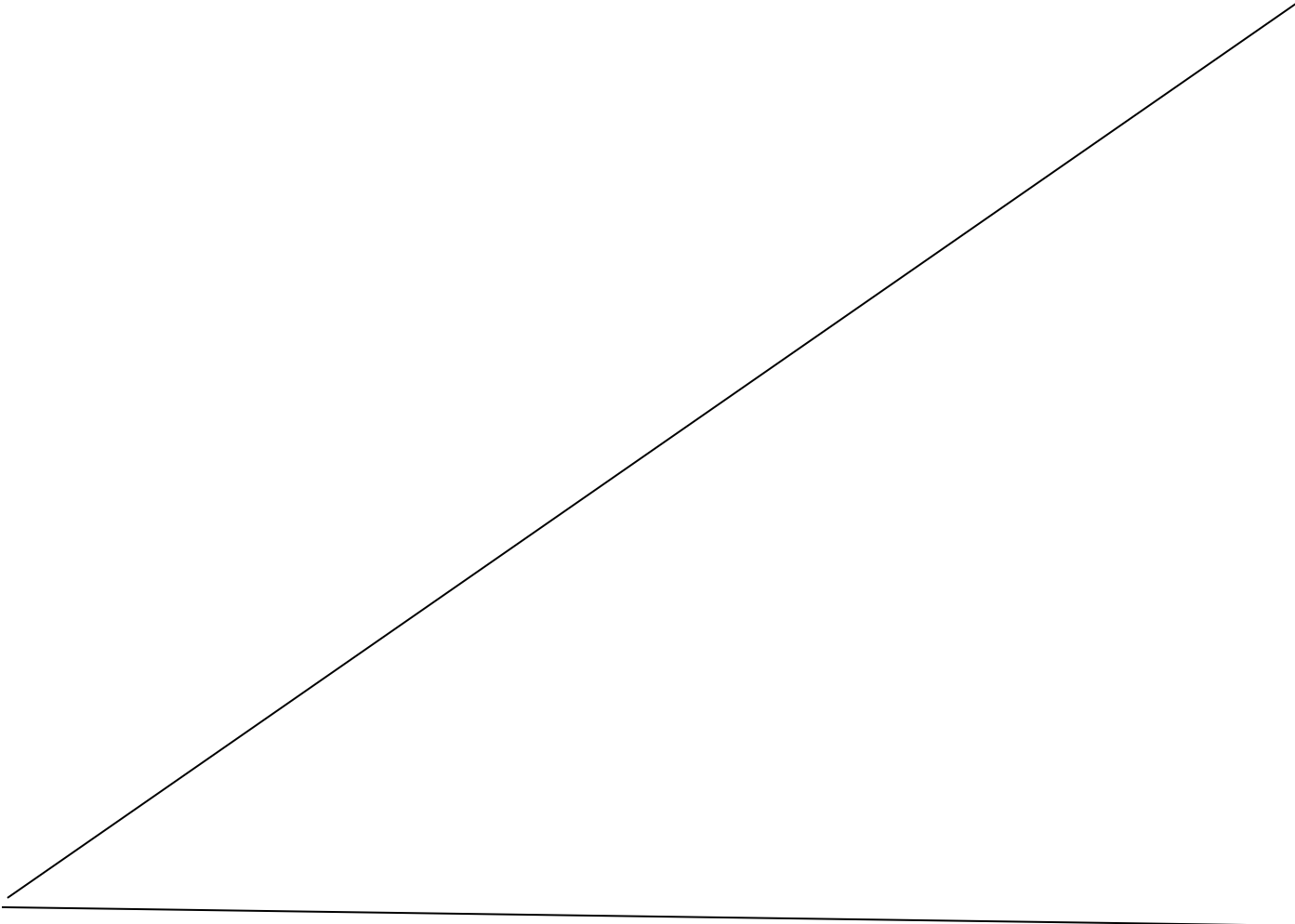
The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Alamance County Registry in Deed Book 140 Page 10 .

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

The Grantors acknowledge that the project plans for Project # 47159.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 47159.2.1 , Alamance County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

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

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions: **Restrictive covenants and easements of record, government regulations, and the lien of property taxes for the current year.**



COUNTY: Alamance WBS ELEMENT: 47159.2.1 TIP/PARCEL NO.: U-6014 039

IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated _____, has caused this instrument to be signed in its corporate name by its CHAIRMAN OF THE ALAMANCE COUNTY BOARD OF COMMISSIONERS, its corporate seal hereto affixed, and attested by its CLERK OF THE ALAMANCE COUNTY BOARD OF COMMISSIONERS, by order of the ALAMANCE COUNTY COMMISSIONERS, this the day and year first above written.

ALAMANCE COUNTY, NORTH CAROLINA

(CORPORATE SEAL)

BY: _____ (SEAL)
John P. Paisley, Chairman of County Board of Commissioners

ATTEST:

Tory Frink, Clerk of County Board of Commissioners

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

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