

**AGREEMENT FOR ENTRY – SETTLEMENT
WITH PERMANENT UTILITY EASEMENT RIGHTS**

Prepared By: Janice Geromo

RETURN TO: Carolina Land Acquisitions
104 East Vance Street
Zebulon, NC 27597

STATE OF NORTH CAROLINA

TIP/PARCEL NO.: U-6014 042

Alamance COUNTY

WBS ELEMENT 47159.2.1

THIS AGREEMENT made this _____ of _____, 2024, by
Alamance County

124 West Elm Street Graham, North Carolina 27253

(hereinafter referred to as "Owners"); and the Department of Transportation, an Agency of the State of North Carolina (hereinafter referred to as the "Department");

WITNESSETH

It is hereby acknowledged that by instrument dated _____, the undersigned Owners reached an agreement with the Department to settle the right of way claim for the highway project for the WBS Element referenced above. This instrument includes a description of property rights to be conveyed to the Department in fee simple and/or by easement. The property to be conveyed is further delineated upon the plans for this highway project.

By execution of this Agreement, the undersigned Owners hereby agree and consent to allow the Department, its employees, officials, agents, assigns, and contractors, as well as utility companies and all others deemed necessary by the Department, to enter upon that property to be conveyed to the Department for the purpose of carrying out the work, construction, utility relocations or utility encroachments for this highway project. It is expressly understood that this right of entry shall not be deemed a trespass on, or taking of, 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 understood and agreed that this Agreement includes the right to use the Permanent Utility Easement, if any, 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.

This Agreement terminates upon recordation of the deed conveying the above-referenced right of way and/or easement(s), or upon the recording of a Memorandum of Action as provided in Article 9, Chapter 136 of the General Statutes of North Carolina.

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COUNTY: Alamance

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 Alamance _____ 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: _____