

Revenue Stamps \$ 190.00

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: Hawke Law, PLLC
1319 Military Cutoff Road
Suite CC #336
Wilmington, NC 28405

NORTH CAROLINA
COUNTY OF Alamance
TAX PARCEL 147811

TIP/PARCEL NUMBER: U-6014 048
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 \$ 95,000.00 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 N 10°6'49.5" E, 192.673 feet from -L- Sta 75+00 thence along a curve 33.978 feet and having a radius of 2030.000 feet. The chord of said curve being on a bearing of S 2°11'29.6" W, a distance of 33.978 feet thence to a point on a bearing of S 2°40'15.9" W 69.669 feet thence along a curve 39.921 feet and having a radius of 1470.000 feet. The chord of said curve being on a bearing of S 1°53'35.1" W, a distance of 39.919 feet thence to a point on a bearing of S 1°6'54.4" W 222.889 feet thence to a point on a bearing of S 88°44'27.0" E 30.858 feet thence to a point on a bearing of N 37°24'40.0" W 46.060 feet thence to a point on a bearing of N 1°25'44.4" E 200.000 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 7°34'32.2" E 20.116 feet thence to a point on a bearing of N 7°34'32.2" E 110.636 feet thence to a point on a bearing of N 88°34'15.6" W 11.000 feet thence to a point on a bearing of N 1°25'44.4" E 123.000 feet thence to a point on a bearing of N 1°25'44.4" E 12.000 feet thence to a point on a bearing of N 1°25'44.4" E 87.000 feet thence to a point on a bearing of N 1°25'44.4" E 11.000 feet thence to a point on a bearing of N 44°6'30.2" E 26.553 feet thence to a point on a bearing of N 88°34'12.8" W 29.662 feet thence to a point on a bearing of S 1°42'43.4" W 252.060 feet returning to the point and place of beginning. Having an area of approximately 0.155 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 13°54'57.9" E, 453.242 feet from -L- Sta 75+00 thence to a point on a bearing of N 88°34'12.8" W 38.000 feet thence to a point on a bearing of S 44°6'30.2" W 26.553 feet thence to a point on a bearing of S 1°25'44.4" W 11.000 feet thence to a point on a bearing of N 62°50'18.5" E 17.083 feet thence to a point on a bearing of N 62°50'18.5" E 26.679 feet thence to a point on a bearing of N 62°50'18.5" E 20.015 feet returning to the point and place of beginning. Having an area of 678.889 Sqr feet being 0.016 acres. Having an area of approximately 0.016 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.

Permanent Utility Easement described as follows:

Point of beginning being N 8°47'33.2" E, 327.703 feet from -L- Sta 75+00 thence to a point on a bearing of S 1°25'44.4" W 12.000 feet thence to a point on a bearing of S 88°34'15.6" E 16.000 feet thence to a point on a bearing of S 88°34'15.6" E 26.000 feet thence to a point on a bearing of N 1°25'44.4" E 12.000 feet thence to a point on a bearing of N 88°34'15.6" W 27.000 feet thence to a point on a bearing of N 88°34'15.6" W 15.000 feet returning to the point and place of beginning. Having an area of approximately 0.012 acres.

Said Permanent Utility Easement (PUE) in perpetuity is for the installation and maintenance of utilities, and for the purposes for which the Department of Transportation is authorized by law to subject the same. The Department of Transportation and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said utility easement area(s) a utility line or lines, with all necessary pipes, poles and appurtenances, together with the right at all times to enter said utility easement area(s) for the purpose of inspecting said utility line or lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility line or lines, all trees and other obstructions inside the utility easement area(s) and to cut, fell and remove any and all trees on the premises that are or may become tall enough, in The Department of Transportation and its agents or assigns' opinion, to endanger a line or other facility within the utility easement area(s) ("Danger Trees"). The Department of Transportation and its agents or assigns shall also have the right to access the utility easement area(s) and Danger Trees at any time and from time to time by vehicles, equipment, and pedestrians, provided that such access to the utility easement area(s) and Danger Trees from outside of the utility easement area(s) shall be confined to then-existing streets, roads, and driveways to the extent they provide sufficient access. The Department of Transportation shall also have the right to construct and maintain the cut and/or fill slopes in the above-described permanent utility easement area(s), and the right to use the permanent utility easement area(s) for additional working area during the above-described project. The underlying fee owner(s) retain(s) the right to continue to use the permanent utility easement area(s) in any manner and for any purpose, including but not limited to access and parking, provided that such use does not interfere with or disturb the permanent utility easement or utility installations. The Department of Transportation's acquisition of the permanent utility easement(s), by itself, does not constitute new control of access (C/A), and the subject property shall retain existing abutter's rights (if any) and existing points of ingress and egress (if any) not affected by other takings on the subject property. Furthermore, upon completion and acceptance by the Department of Transportation of the above-described project, utilities or appurtenances within the permanent utility easement(s) shall not be added or modified to i) obstruct the subject property's access point(s), and/or ii) unreasonably interfere with the subject property's parking.

Permanent Drainage Utility Easement described as follows:

Point of beginning being N 32°9'11.1" E, 514.773 feet from -L- Sta 75+00 thence to a point on a bearing of N 88°34'12.8" W 41.000 feet thence to a point on a bearing of S 1°25'47.2" W 20.578 feet thence to a point on a bearing of S 74°32'2.3" E 12.369 feet thence to a point on a bearing of N 21°5'0.9" E 14.866 feet thence to a point on a bearing of S 88°34'12.8" E 24.000 feet thence to a point on a bearing of N 1°25'47.2" E 9.578 feet returning to the point and place of beginning. Having an area of approximately 0.013 acres,

Said Permanent Drainage/Utility Easement (DUE) in perpetuity is for the installation and maintenance of drainage facilities and /or utilities, and for the purposes for which the Department of Transportation is authorized by law to subject the same. The Department of Transportation and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said drainage/utility easement area(s) drainage facility(ies) and/or utility line or lines, with all necessary pipes, poles and appurtenances, together with the right at all times to enter said drainage/utility easement area(s) for the purpose of inspecting said drainage facility(ies) and/or utility line or lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility(ies) and/or utility line or lines, all trees and other obstructions inside the drainage facility(ies) and/or utility easement area(s) and to cut, fell and remove any and all trees on the premises that are or may become tall enough, in The Department of Transportation and its agents or assigns' opinion, to endanger a line or other facility within the drainage/utility easement area(s) ("Danger Trees"). The Department of Transportation and its agents or assigns shall also have the right to access the drainage/utility easement area(s) and Danger Trees at any time and from time to time by vehicles, equipment, and pedestrians, provided that such access to the drainage/utility easement area(s) and Danger Trees from outside of the drainage/utility easement area(s) shall be confined to then-existing streets, roads, and driveways to the extent they provide sufficient access. The Department of Transportation shall also have the right to construct and maintain the cut and/or fill slopes in the above-described permanent drainage/utility easement area(s), and the right to use the permanent drainage/utility easement area(s) for additional working area during the above-described project. The underlying fee owner(s) retain(s) the right to continue to use the permanent drainage/utility easement area(s) in any manner and for any purpose, including but not limited to access and parking, provided that such use does not interfere with or disturb the permanent drainage facility(ies) and/or utility easement or utility installations. The Department of Transportation's acquisition of the permanent drainage/utility easement(s), by itself, does not constitute new control of access (C/A), and the subject property shall retain existing abutter's rights (if any) and existing points of ingress and egress (if any) not affected by other takings on the subject property. Furthermore, upon completion and acceptance by the Department of Transportation of the above-described project, drainage/utilities or appurtenances within the permanent drainage/utility easement(s) shall not be added or modified to i) obstruct the subject property's access point(s), and/or ii) unreasonably interfere with the subject property's parking.

Temporary Construction Easement described as follows:

Area 1:

Point of beginning being S 17°4'57.2" E, 185.473 feet from -L- Sta 75+00 thence to a point on a bearing of S 88°44'27.0" E 285.000 feet thence to a point on a bearing of N 32°57'23.5" W 30.232 feet thence to a point on a bearing of N 84°33'21.3" W 41.110 feet thence to a point on a bearing of S 71°36'19.2" W 44.598 feet thence to a point on a bearing of N 77°25'51.2" W 40.792 feet thence to a point on a bearing of S 80°41'53.4" W 60.017 feet thence to a point on a bearing of N 88°44'27.0" W 94.003 feet thence to a point on a bearing of S 37°24'40.0" E 12.808 feet returning to the point and place of beginning. Having an area of approximately 0.107 acres.

Area 2:

Point of beginning being N 41°14'4.3" E, 78.103 feet from -L- Sta 75+00 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 88°34'15.6" W 8.846 feet thence to a point on a bearing of S 7°34'32.2" W 20.116 feet thence to a point on a bearing of S 88°34'15.6" E 11.000 feet returning to the point and place of beginning. Having an area of approximately 0.005 acres.

Area 3:

Point of beginning being N 9°4'17.7" E, 315.805 feet from -L- Sta 75+00 thence to a point on a bearing of S 1°25'44.4" W 123.000 feet thence to a point on a bearing of S 88°34'15.6" E 11.000 feet thence to a point on a bearing of N 13°31'25.5" E 14.318 feet thence to a point on a bearing of N 42°36'53.7" E 31.890 feet thence to a point on a bearing of N 1°25'44.4" E 27.000 feet thence to a point on a bearing of N 29°50'5.1" W 32.757 feet thence to a point on a bearing of N 2°23'6.3" W 30.067 feet thence to a point on a bearing of N 88°34'15.6" W 16.000 feet returning to the point and place of beginning. Having an area of approximately 0.068 acres

Area 4:

Point of beginning being N 9°9'16.0" E, 424.024 feet from -L- Sta 75+00 thence to a point on a bearing of S 62°50'18.5" W 17.083 feet thence to a point on a bearing of S 1°25'44.4" W 87.000 feet thence to a point on a bearing of S 88°34'15.6" E 15.000 feet thence to a point on a bearing of N 1°25'44.4" E 95.175 feet returning to the point and place of beginning. . Having an area of approximately 0.031 acres.

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Area 5:

Point of beginning being N 34°27'10.2" E, 71.561 feet from -L- Sta 75+00 thence to a point on a bearing of N 88°34'15.6" W 9.000 feet thence to a point on a bearing of S 1°25'44.4" W 200.000 feet thence to a point on a bearing of S 37°24'40.0" E 18.004 feet thence to a point on a bearing of N 0°48'56.2" E 214.036 feet returning to the point and place of beginning. . Having an area of approximately 0.048 acres.

Area 6:

Point of beginning being N 28°4'14.5" E, 495.082 feet from -L- Sta 75+00 thence to a point on a bearing of N 88°34'12.8" W 124.000 feet thence to a point on a bearing of S 62°50'18.5" W 20.015 feet thence to a point on a bearing of S 88°34'12.8" E 141.574 feet thence to a point on a bearing of N 1°25'47.2" E 9.578 feet returning to the point and place of beginning. Having an area of approximately 0.029 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

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

It is understood and agreed that the total consideration set forth above shall be made payable to Hawke Law, PLLC and after satisfaction of all taxes, liens, encumbrances on this parcel, the remaining balance shall be disbursed in accordance with the Grantors' directions, and the Grantors shall have no claim against the Department as a result thereof.

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 0961 Page 738/734 .

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.**

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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: _____