

Revenue Stamps \$ 4.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Kaye Baggett CHECKED BY Dennis Peebles, Jr.

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

RETURN TO: Carolina Land Acquisitions, Inc.
104 E. Vance Street
Zebulon, NC 27597

NORTH CAROLINA	TIP/PARCEL NUMBER:	<u>B-5540 003</u>
COUNTY OF <u>Brunswick</u>	WBS ELEMENT:	<u>17BP.3.R.81</u>
TAX PARCEL <u>18100072</u>	ROUTE:	<u>N. Mulberry Bridge NW</u>

THIS FEE SIMPLE DEED, made and entered into this the _____ day of _____ 20 _____
by and between County of Brunswick
P.O. Box 249
Bolivia, NC 28422

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 \$ 1,800.00 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 Shallotte Township, Brunswick County, North Carolina, which is particularly described as follows:

Point of beginning being N 1^55'20.5" W, 56.966 feet from -L- Sta 15+00 thence to a point on a bearing of S 44^21'40.9" W 15.165 feet thence to a point on a bearing of S 54^6'10.6" E 37.162 feet thence to a point on a bearing of N 35^53'49.4" E 5.000 feet thence to a point on a bearing of N 35^53'49.4" E 10.000 feet thence to a point on a bearing of N 54^6'10.6" W 34.930 feet returning to the point and place of beginning.

IN ADDITION, and for the aforesated 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 S 82°34'27.2" E, 62.814 feet from -L- Sta 15+00 thence along a curve 50.714 feet and having a radius of 2130.000 feet. The chord of said curve being on a bearing of S 53°0'24.5" E, a distance of 50.713 feet thence to a point on a bearing of S 88°26'9.7" E 25.286 feet thence to a point on a bearing of N 51°7'57.4" W 71.558 feet thence to a point on a bearing of S 36°18'39.9" W 12.000 feet thence to a point on a bearing of S 36°18'39.9" W 5.000 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.

Permanent Drainage/Utility Easement described as follows:

Point of beginning being S 69°24'6.4" E, 109.812 feet from -L- Sta 15+00 thence along a curve 94.628 feet and having a radius of 2130.000 feet. The chord of said curve being on a bearing of S 51°3'7.2" E, a distance of 94.620 feet thence to a point on a bearing of N 28°11'39.0" E 16.585 feet thence to a point on a bearing of N 51°48'23.4" W 71.439 feet thence to a point on a bearing of N 88°26'9.7" W 25.286 feet returning to the point and place of beginning.

Said Permanent Drainage/Utility easement in perpetuity is for the installation and maintenance of drainage facilities and/or 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 drainage facility and/or 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 drainage facility and/or utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility and/or 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 drainage/utility easement area(s). It is further understood and agreed that Permanent Drainage/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 drainage/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 88°54'23.3" E, 49.860 feet from -L- Sta 15+00 thence along a curve 15.392 feet and having a radius of 2130.000 feet. The chord of said curve being on a bearing of S 53°53'45.3" E, a distance of 15.392 feet thence to a point on a bearing of N 36°18'39.9" E 5.000 feet thence to a point on a bearing of N 54°2'42.5" W 55.253 feet thence to a point on a bearing of S 35°53'49.4" W 5.000 feet thence to a point on a bearing of S 54°6'10.6" E 39.825 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.

COUNTY: Brunswick WBS ELEMENT: 17BP.3.R.81 TIP/PARCEL NO.: B-5540 003

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.

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Brunswick County Registry in Deed Book 2627 Page 1344 .

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 # 17BP.3.R.81 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 # 17BP.3.R.81 , Brunswick 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 BRUNSWICK COUNTY BOARD OF COMMISIONS**, its corporate seal hereto affixed, and attested by its **CLERK OF THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS**, by order of the **BRUNSWICK COUNTY COMMISSIONERS** this the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

BRUNSWICK COUNTY, NORTH CAROLINA

BY: _____ (Corporate SEAL)
, Chairman of Brunswick County Board of Commissioners

BY: _____
, Clerk of Brunswick 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
	_____ personally came before me this day and acknowledged that he/she is the CLERK of the _____ COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the _____ COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 ____.
	_____ Notary Public
	My commission expires: _____