

Revenue Stamps \$ NTC

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Tiara McCray CHECKED BY Sandra Taylor

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

RETURN TO: Division R/W Agent, NCDOT
P.O. Box 14996
Greensboro, NC 27415-4996

NORTH CAROLINA
COUNTY OF Orange
TAX PARCEL 9787279064/
9787271011

TIP/PARCEL NUMBER: U-5854 001
WBS ELEMENT: 46382.2.1
ROUTE: SR 1008 at SR 1913
Roundabout and Safety
Improvements

THIS FEE SIMPLE DEED, made and entered into this the _____ day of _____ 20 18
by and between _____
Town or Chapel Hill, a North Carolina Municipal Corporation
405 Martin Luther King Jr. Blvd.
Chapel Hill, NC 27514

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 \$ 1.00 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 Chapel Hill Township, Orange County, North Carolina, which is particularly described as follows:

Point of beginning being S 50°23'0.5" E, 221.009 feet from -Y1- Sta 12+00 thence along a curve 26.319 feet and having a radius of 840.000 feet. The chord of said curve being on a bearing of N 21°29'52.9" W, a distance of 26.317 feet thence along a curve 77.241 feet and having a radius of 1230.000 feet. The chord of said curve being on a bearing of N 18°48'5.1" W, a distance of 77.229 feet thence along a curve 45.546 feet and having a radius of 690.000 feet. The chord of said curve being on a bearing of N 15°6'41.0" W, a distance of 45.537 feet thence to a point on a bearing of S 46°54'2.8" W 56.133 feet thence to a point on a bearing of S 40°15'29.0" E 135.235 feet returning to the point and place of beginning. Having an area of approximately 0.081 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/Utility Easement described as follows:

Point of beginning being S 41°49'42.2" E, 340.111 feet from -Y1- Sta 12+00 thence along a curve 126.048 feet and having a radius of 840.000 feet. The chord of said curve being on a bearing of N 26°41'39.9" W, a distance of 125.930 feet thence to a point on a bearing of N 40°15'29.0" W 135.235 feet thence to a point on a bearing of S 46°54'2.8" W 70.227 feet thence to a point on a bearing of S 32°56'23.7" E 8.002 feet thence to a point on a bearing of S 84°16'55.4" E 15.620 feet thence to a point on a bearing of N 66°13'2.0" E 11.180 feet thence to a point on a bearing of S 41°54'48.2" E 227.592 feet thence to a point on a bearing of S 45°49'27.4" W 9.246 feet thence to a point on a bearing of S 40°6'4.5" E 6.467 feet thence to a point on a bearing of N 42°48'20.8" E 22.885 feet returning to the point and place of beginning. Having an area of approximately 0.238 acres.

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

FRM7-A

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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. 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 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 by the Department of Transportation, its agents, assigns, and contractors.

Permanent Drainage Easement described as follows:

Point of beginning being S 3°0'55.8" W, 40.746 feet from -Y1- Sta 11+00 thence to a point on a bearing of N 74°41'58.9" W 14.199 feet thence to a point on a bearing of S 71°57'11.7" W 14.481 feet thence to a point on a bearing of N 17°46'14.8" W 5.000 feet thence to a point on a bearing of S 72°13'45.2" W 19.959 feet thence to a point on a bearing of S 15°57'12.1" E 16.505 feet thence to a point on a bearing of N 67°34'14.3" E 47.018 feet returning to the point and place of beginning. Having an area of approximately 0.012 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. 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 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 by the Department of Transportation, its agents, assigns, and contractors.

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

It is further understood that the Municipality will donate the required right of way for the Department's TIP Project U-5854 as the Town's share of the multi-use path cost as documented in the Transportation Improvement Project – Municipal Agreement dated March 28th, 2018, as referenced in paragraph 9 under "Betterment Costs and Funding".

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Orange County Registry in Deed Book 2155 Page 520 and Deed Book 1754 Page 206 Plat Book 81 Page 20.

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 # 46382.2.1 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 # 46382.2.1, Orange 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.

COUNTY: Orange WBS ELEMENT: 46382.2.1 TIP/PARCEL NO.: U-5854 001

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:
NONE

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) 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.

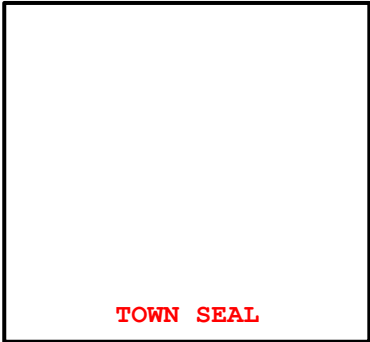
**TOWN OF CHAPEL HILL,
A municipal corporation chartered by the State
of North Carolina**

By: _____

Name: _____

Town Manager

Attest by Town Clerk



By: _____

Name: _____

Town Clerk

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

(Official Seal)	North Carolina, <u>Orange</u> 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 CITY OF <u>CHAPEL HILL</u> , and that by authority duly given, the foregoing instrument was signed in its name by its MAYOR of the CITY OF CHAPEL HILL _____, sealed with its corporate seal, and attested by _____ as its CITY CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 ____.
	_____ Notary Public
	My commission expires: