

Revenue Stamps \$ 8.00

## DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Janet R. Harris CHECKED BY Nicholas V. Asaro

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

RETURN TO: Division R/W Agent, NCDOT

NORTH CAROLINA  
COUNTY OF Rowan  
TAX PARCEL 122 011A

TIP/PARCEL NUMBER: 090SR1211 001  
WBS ELEMENT: 17BP.9.R.82  
ROUTE: Bridge #248 over Grants Creek on SR 1211 (Kimball Road)

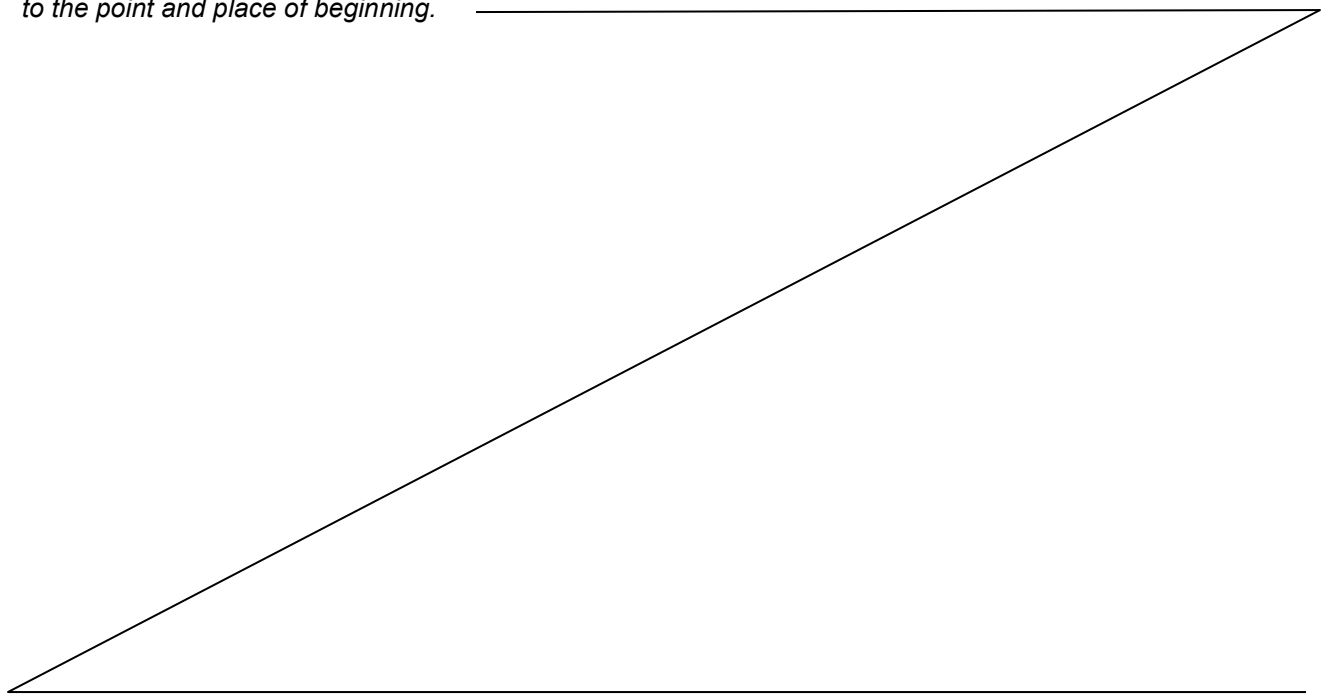
THIS FEE SIMPLE DEED, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
by and between ROWAN COUNTY  
130 W. INNES STREET  
SALISBURY, NC 28144

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 \$ \*\*\*\*3,575.00\*\*\* 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 CHINA GROVE Township, ROWAN County, North Carolina, which is particularly described as follows:

*Point of beginning being S 83°20'15.1" E, 36.081 feet from -L- STA 14+00 thence to a point on a bearing of S 27°5'20.4" E 109.385 feet thence to a point on a bearing of N 56°55'15.0" E 20.110 feet thence to a point on a bearing of N 27°5'20.4" W 42.286 feet thence to a point on a bearing of N 44°11'30.3" W 68.007 feet returning to the point and place of beginning.*



COUNTY: Rowan WBS ELEMENT: 17BP.9.R.82 TIP/PARCEL NO.: 090SR1211 001

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 N 53°32'6.3" E, 30.406 feet from -L- STA 14+00 thence to a point on a bearing of S 27°5'20.4" E 25.000 feet thence to a point on a bearing of S 44°11'30.3" E 68.007 feet thence to a point on a bearing of S 27°5'20.4" E 42.286 feet thence to a point on a bearing of N 56°55'15.0" E 2.378 feet thence to a point on a bearing of N 57°56'28.8" E 0.749 feet thence to a point on a bearing of N 56°58'12.4" E 24.687 feet thence to a point on a bearing of N 52°27'24.7" E 0.223 feet thence to a point on a bearing of N 56°55'20.4" E 4.641 feet thence to a point on a bearing of N 27°5'20.4" W 73.394 feet thence to a point on a bearing of N 70°29'52.3" W 76.397 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.**

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 ROWAN County Registry in Deed Book 920 Page 549.

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.9.R.82 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.9.R.82, ROWAN 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: Rowan WBS ELEMENT: 17BP.9.R.82 TIP/PARCEL NO.: 090SR1211 001

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.

**ROWAN COUNTY**

\_\_\_\_\_  
Rowan County Manager

BY: \_\_\_\_\_  
Clerk to the Board

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

	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 Rowan County Board Of Commissioners, and that by authority duly given, the foregoing instrument was signed in its name by _____, its CHAIRMAN of the Wake COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK. Witness my hand and official seal this the _____ 10 day of March _____, 20 10 .  _____ Notary Public  My commission expires: _____
--	---