Revenue Stamps $ 50.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Nathaniel R Clapsaddle CHECKED BY _____

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

RETURN TO: Frankie J Dills, Jr., Division R/W Agent, NCDOT
1594 E Main ST
Sylva NC 28779

NORTH CAROLINA
COUNTY OF TRANSYLVANIA
TAX PARCEL _____

TIP/PARCEL NUMBER: R-5800 054
WBS ELEMENT: 44985.2.1
ROUTE: US64 / US276 Fortune Cove RD to US64BUS N Caldwell ST

THIS FEE SIMPLE DEED, made and entered into this the _____ day of _____ 20 ____ by and between City of Brevard
95 W Main ST
Brevard NC 28712

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 $ 25,000.00 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 City of Brevard Township, Transylvania County, North Carolina, which is particularly described as follows:

Point of beginning being N 56^40'15.2" W, 166.396 feet from -L- Sta 74+00 thence to a point on a bearing of N 57^5'56.9" W 61.515 feet thence along a curve 33.454 feet and having a radius of 95.000 feet. The chord of said curve being on a bearing of S 2^20'47.1" E, a distance of 33.282 feet thence to a point on a bearing of S 38^37'9.2" E 61.883 feet thence along a curve 11.585 feet and having a radius of 95.000 feet. The chord of said curve being on a bearing of N 16^42'6.9" E, a distance of 11.578 feet thence along a curve 38.134 feet and having a radius of 145.000 feet. The chord of said curve being on a bearing of N 12^39'40.7" E, a distance of 38.025 feet returning to the point and place of beginning.

IN ADDITION, and for the aforestated 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 N 89^48'33.1" W, 116.463 feet from -L- Sta 74+00 thence to a point on a bearing of S 38^37'9.2" E 32.849 feet thence to a point on a bearing of S 88^53'32.7" E 13.311 feet thence to a point on a bearing of N 17^35'44.0" E 70.063 feet thence to a point on a bearing of N 57^5'56.9" W 29.517 feet thence to a point on a bearing of S 27^57'55.8" W 64.418 feet returning to the point and place of beginning.

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.

Temporary Construction Easement One described as follows:
Point of beginning being N 64^11'0.1" W, 210.305 feet from -L- Sta 74+00 thence along a curve 33.454 feet and having a radius of 95.000 feet. The chord of said curve being on a bearing of N 2^20'47.1" W, a distance of 33.282 feet thence to a point on a bearing of N 57^5'56.9" W 25.717 feet thence to a point on a bearing of S 5^16'25.2" W 16.643 feet thence to a point on a bearing of S 38^37'9.2" E 39.229 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 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.

Temporary Construction Easement Two described as follows:
Point of beginning being N 73^59'26.7" W, 156.771 feet from -L- Sta 74+00 thence to a point on a bearing of S 38^37'9.2" E 45.704 feet thence to a point on a bearing of N 5^18'18.9" E 69.149 feet thence to a point on a bearing of N 57^5'56.9" W 27.701 feet thence along a curve 38.134 feet and having a radius of 145.000 feet. The chord of said curve being on a bearing of S 12^39'40.7" W, a distance of 38.025 feet thence along a curve 11.585 feet and having a radius of 95.000 feet. The chord of said curve being on a bearing of S 16^42'6.9" W, a distance of 11.578 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 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.

COUNTY: TRANSYLVANIA **WBS ELEMENT:** 44985.2.1 **TIP/PARCEL NO.:** R-5800 054

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

NONE

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Transylvania County Registry in Deed Book 537 Page 647 Plat 7 Slide 796 .

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 # 44985.2.1 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 # 44985.2.1 , Transylvania 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: TRANSYLVANIA **WBS ELEMENT:** 44985.2.1 **TIP/PARCEL NO.:** R-5800 054

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.

City of Brevard

(SEAL) BY: _____

ATTEST: _____

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 CITY OF _____ , and that by authority duly given, the foregoing instrument was signed in its name by its CITY MANAGER of the CITY OF _____ , 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: