

Revenue Stamps \$ 108.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY William B. Scholl CHECKED BY Mark T. Smith

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

RETURN TO: The Right of Way Group, LLC
210 E. 5th Street
Lumberton, NC 28358

NORTH CAROLINA
COUNTY OF Montgomery
TAX PARCEL 6586 00 59 6053

TIP/PARCEL NUMBER: R-2527 011
WBS ELEMENT: 35572.2.1
ROUTE: NC 24/27

THIS FEE SIMPLE DEED, made and entered into this the _____ day of _____ 20____
by and between Three Rivers Land Trust, Inc.
204 E. Innes Street # 280
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 \$ 54,000.00 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 (together with any provisions relating to abutter's rights of access which may be hereinafter stated), that certain property located in Pee Dee Township, Montgomery County, North Carolina, which is particularly described as follows:

Area One: Point of beginning being N 45°0'56.7" E, 601.602 feet from -L- Sta 45+00 thence to a point on a bearing of N 88°1'27.3" W 77.570 feet thence to a point on a bearing of N 88°1'27.3" W 57.484 feet thence to a point on a bearing of S 40°53'54.7" W 580.731 feet thence to a point on a bearing of S 56°46'55.9" E 11.554 feet thence to a point on a bearing of N 48°55'24.8" E 670.610 feet returning to the point and place of beginning. Having an area of 34238.705 Sqr feet being 0.786 acres., more or less.

Area Two: Point of beginning being N 62°5'54.0" E, 882.668 feet from -L- Sta 45+00 thence to a point on a bearing of N 88°1'27.3" W 135.029 feet thence to a point on a bearing of S 48°55'24.8" W 1039.167 feet thence to a point on a bearing of S 64°44'8.3" E 92.897 feet thence to a point on a bearing of N 47°9'54.0" E 3.682 feet thence to a point on a bearing of N 46°9'51.2" E 419.802 feet thence to a point on a bearing of N 46°9'51.2" E 100.000 feet thence to a point on a bearing of N 55°37'35.5" E 152.069 feet thence to a point on a bearing of S 88°50'8.8" E 106.066 feet thence to a point on a bearing of N 54°17'39.5" E 176.777 feet thence to a point on a bearing of N 6°16'1.9" W 70.422 feet thence to a point on a bearing of N 6°16'1.9" W 11.584 feet thence to a point on a bearing of N 46°9'51.2" E 125.457 feet returning to the point and place of beginning. Having an area of 100054.984 Sqr feet being 2.297 acres., more or less.

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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 63°10'33.7" E, 912.709 feet from -L- Sta 45+00 thence to a point on a bearing of N 88°1'27.3" W 34.460 feet thence to a point on a bearing of S 46°9'51.2" W 125.457 feet thence to a point on a bearing of S 6°16'1.9" E 11.584 feet thence to a point on a bearing of N 51°49'44.8" E 157.307 feet returning to the point and place of beginning. Having an area of 2323.510 Sqr feet being 0.053 acres, more or less.

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 of Transportation, its agents, assigns, and contractors.

Temporary Construction Easement described as follows:

Point of beginning being N 65°29'14.1" E, 985.828 feet from -L- Sta 45+00 thence to a point on a bearing of N 88°1'27.3" W 82.524 feet thence to a point on a bearing of S 51°49'44.8" W 157.307 feet thence to a point on a bearing of S 6°16'1.9" E 70.422 feet thence to a point on a bearing of N 50°22'0.0" E 257.690 feet returning to the point and place of beginning. Having an area of 11762.885 Sqr feet being 0.270 acres, more or less.

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 areas 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 is 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 of Transportation, 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 Schweizer & Associates, 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 property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Montgomery County Registry in Deed Book 788 Page 653 .

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 # 35572.2.1 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 # 35572.2.1 , Montgomery 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.

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IT IS UNDERSTOOD AND AGREED between the parties hereto that this conveyance is made for the purpose of constructing and establishing upon the right of way hereby conveyed a road or highway designated as State Highway Project 35572.2.1, Montgomery County, which road or highway is a controlled access facility as defined by law and the GRANTORS shall have no right of access to said road or highway, except such access as may be provided by way of local service or frontage roads and streets or specific access points as shown and designated as such on the right of way plans for said State Highway Project on file in the office of the DEPARTMENT in Raleigh, North Carolina and to be recorded in the Register of Deeds Office of Montgomery County pursuant to NCGS 136-19.4.

The access as provided is more particularly described as follows:

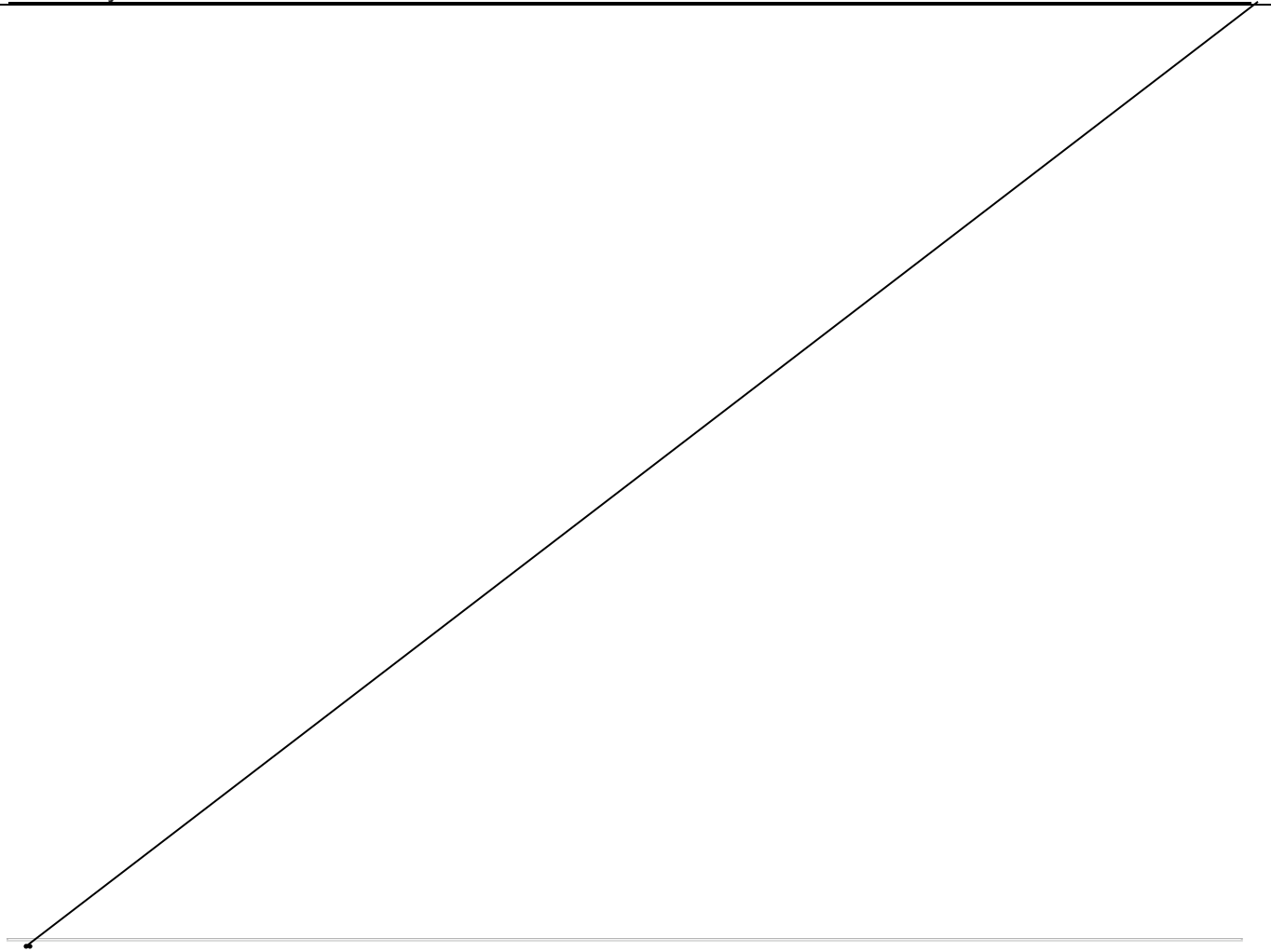
By means of a specific access point 60 feet in width which is located right of and between Survey Station 35+40.00 and Survey Station 36+00.00 on Survey Line L Rev.

As to such local service or frontage roads and streets or specific points of access, the GRANTORS reserve unto themselves, their heirs, successors, executors and assigns for the benefit of their remaining property abutters' rights of access thereto as at common law; subject, however, to the right of the DEPARTMENT to reasonably regulate said abutters' rights of access in order to protect and safeguard the traveling public.

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, 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.

Three Rivers Land Trust, Inc.

By: _____ (SEAL)
J. Michael Mabry (President)

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that _____ J. Michael Mabry _____ personally came before me this day and acknowledged that he/she is president of _____ Three Rivers Land Trust, Inc. _____, a corporation, and that he/she, as president, being authorized to do so, executed the foregoing on behalf of the corporation.
	Witness my hand and official seal this the _____ day of _____, 20 ____.
	_____ Notary Public My commission expires: _____