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This document presented and filed:
11/30/2016 02:49:49 PM

Melissa F. Pipkin, Montgomery County, NC
REAL ESTATE EXCISE TAX: \$4.00

\$ 4.00 Rev.

\$ +26.00

\$ 30.00 Pd

Revenue Stamps \$

41.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Bradley D. Bass CHECKED BY Dustin Johnson

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

✓
RETURN TO: Carolina Land Acquisitions
308 N. Arendale Ave.
Zebulon, NC 27597

NORTH CAROLINA
COUNTY OF Montgomery
TAX PARCEL 665300961452

TIP/PARCEL NUMBER: 062SR1164 002
WBS ELEMENT: 17BP.8.R.105
ROUTE: Bridge 11 over Garr Creek
on SR 1164 (Tuckertown Rd.)

THIS FEE SIMPLE DEED, made and entered into this the 10th day of October 20 16
by and between Gilbert E. Futrell and wife, Nancy Futrell
P.O. Box 565 Denton, NC 27239; and
Gilbert E. Futrell, Trustee Under the Will of Pearl Thayer Futrell
P.O. Box 565 Denton, NC 27239

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 \$ 1,625.00 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 Eldorado Township, Montgomery County, North Carolina, which is particularly described as follows:

Point of beginning being N 05¹⁸39'22.7" E, 55.141 feet from -L-, Sta. 13+00; thence to a point on a bearing of N 81¹⁸47'9.4" E, 19.022 feet; thence to a point on a bearing of S 17⁰⁰34.0" W, 7.078 feet; thence along a curve 3.840 feet and having a radius of 274.876 feet. The chord of said curve being on a bearing of N 62¹⁸20'34.8" E, a distance of 3.839 feet; thence along a curve 26.107 feet and having a radius of 241.654 feet. The chord of said curve being on a bearing of N 65¹⁸50'17.1" E, a distance of 26.094 feet; thence to a point on a bearing of N 73¹⁸51'14.2" W, 30.766 feet; thence along a curve 23.214 feet and having a radius of 270.006 feet. The chord of said curve being on a bearing of S 61¹⁸17'29.8" W, a distance of 23.207 feet; thence to a point on a bearing of S 45¹⁸35'13.8" E, 8.317 feet; returning to the point and place of beginning. Having an approximate area of 0.011 acres

IN ADDITION, and for the aforesigned consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

Temporary Construction Easement described as follows:

Point of beginning being N 15¹⁸26'39.1" E, 74.532 feet from -L-, Sta. 13+00; thence to a point on a bearing of S 73¹⁸51'14.2" E, 30.766 feet; thence along a curve 99.683 feet and having a radius of 241.654 feet. The chord of said curve being on a bearing of N 80¹⁸45'1.2" E, a distance of 98.978 feet; thence along a curve 23.347 feet and having a radius of 456.000 feet. The chord of said curve being on a bearing of S 85¹⁸57'56.1" E, a distance of 23.345 feet; thence to a point on a bearing of N 20¹⁸23'26.9" W, 90.013 feet; thence to a point on a bearing of N 69¹⁸12'34.2" W, 56.466 feet; thence to a point on a bearing of N 47¹⁸42'19.7" W, 100.499 feet; thence to a point on a bearing of N 71¹⁸48'43.7" W, 63.925 feet; thence to a point on a bearing of S 78¹⁸24'16.0" W, 78.282 feet; thence to a point on a bearing of S 22¹⁸18'9.6" E, 37.577 feet; thence to a point on a bearing of S 88¹⁸38'50.6" E, 50.768 feet; thence to a point on a bearing of S 61¹⁸36'13.7" E, 39.620 feet; thence to a point on a bearing of S 55¹⁸08'4.0" E, 100.045 feet; thence to a point on a bearing of S 35¹⁸30'6.4" E, 70.687 feet; thence to a point on a bearing of S 80¹⁸54'7.2" W, 78.617 feet; returning to the point and place of beginning. Having an approximate area of 0.443 acres

COUNTY: Montgomery WBS ELEMENT: 17BP.8.R.105 TIP/PARCEL NO.: 062SR1164 002

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 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 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:

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.

It is understood and agreed that the total consideration set forth above shall be made payable to Gilbert E. Futrell and wife, Nancy Futrell 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 709 Page 256,
 Deed Book 272 Page 62, Deed Book 272 Page 54, Deed Book
244 Page 56 and Estate Files 86-E-56 and 95-E-134.

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.8.R.105 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.8.R.105,
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.

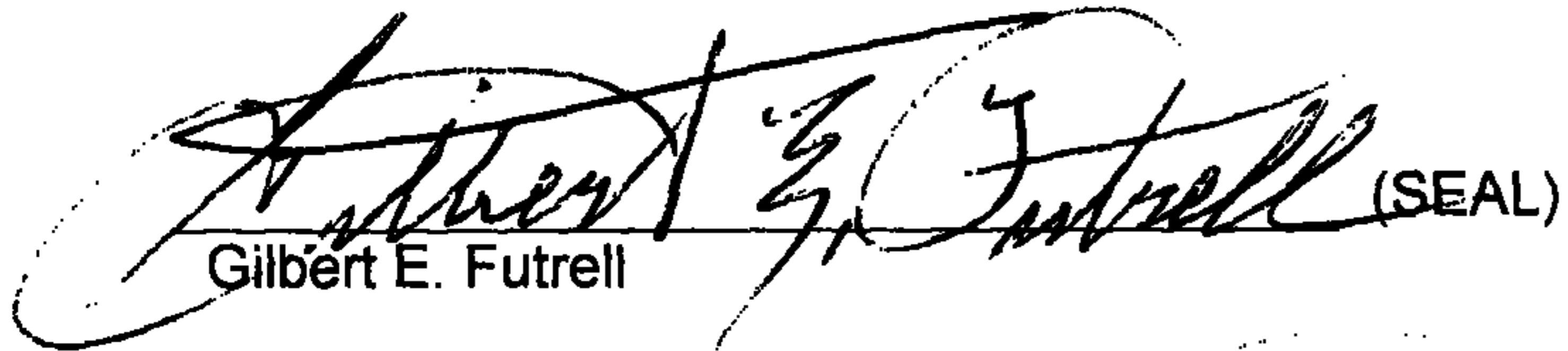
TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law 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

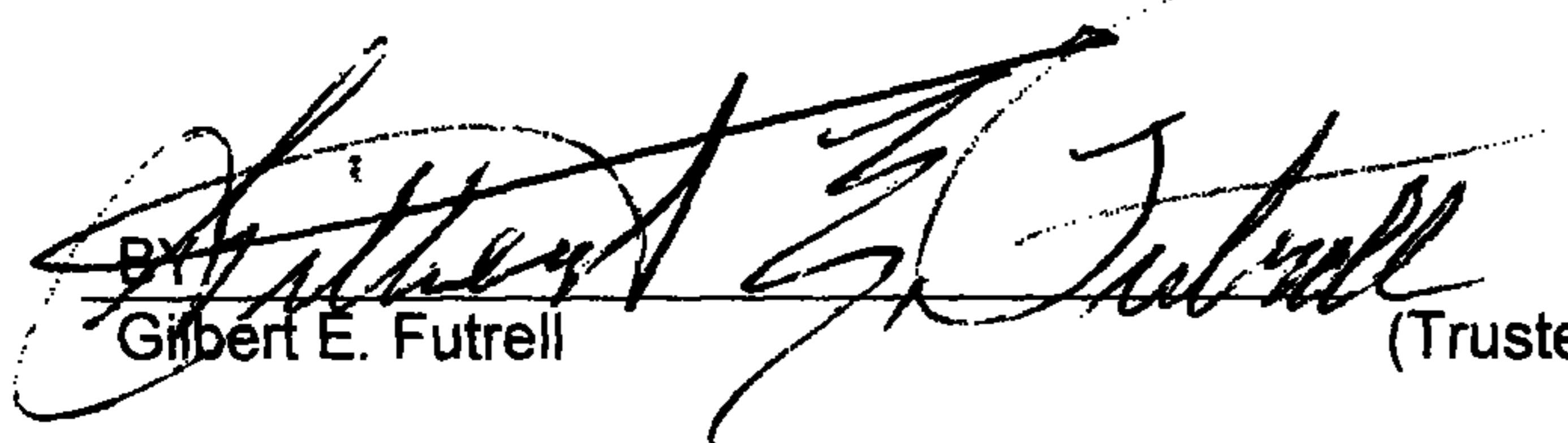
COUNTY: Montgomery WBS ELEMENT: 17BP.8.R.105 TIP/PARCEL NO.: 062SR1164 002

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.

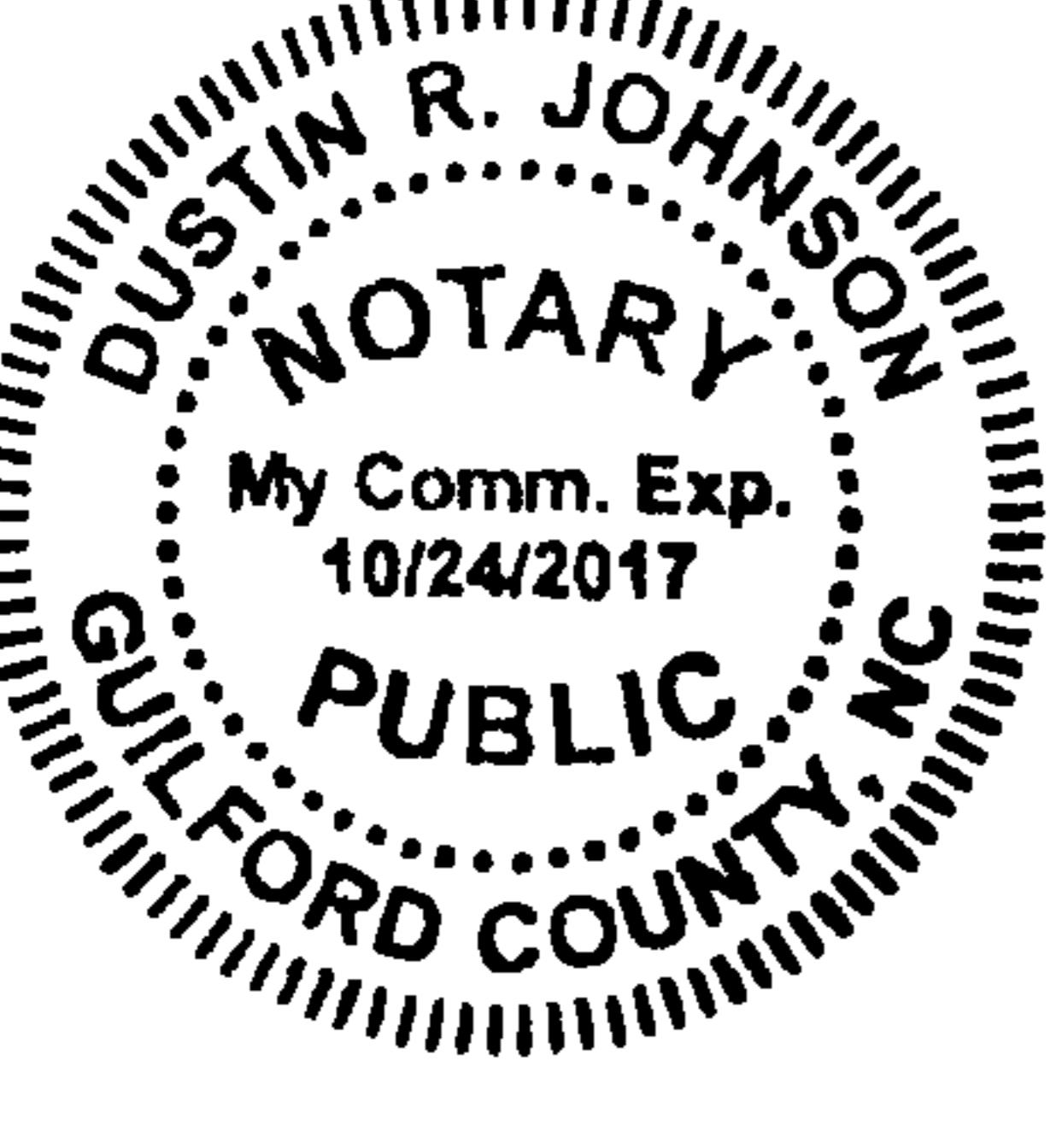
This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

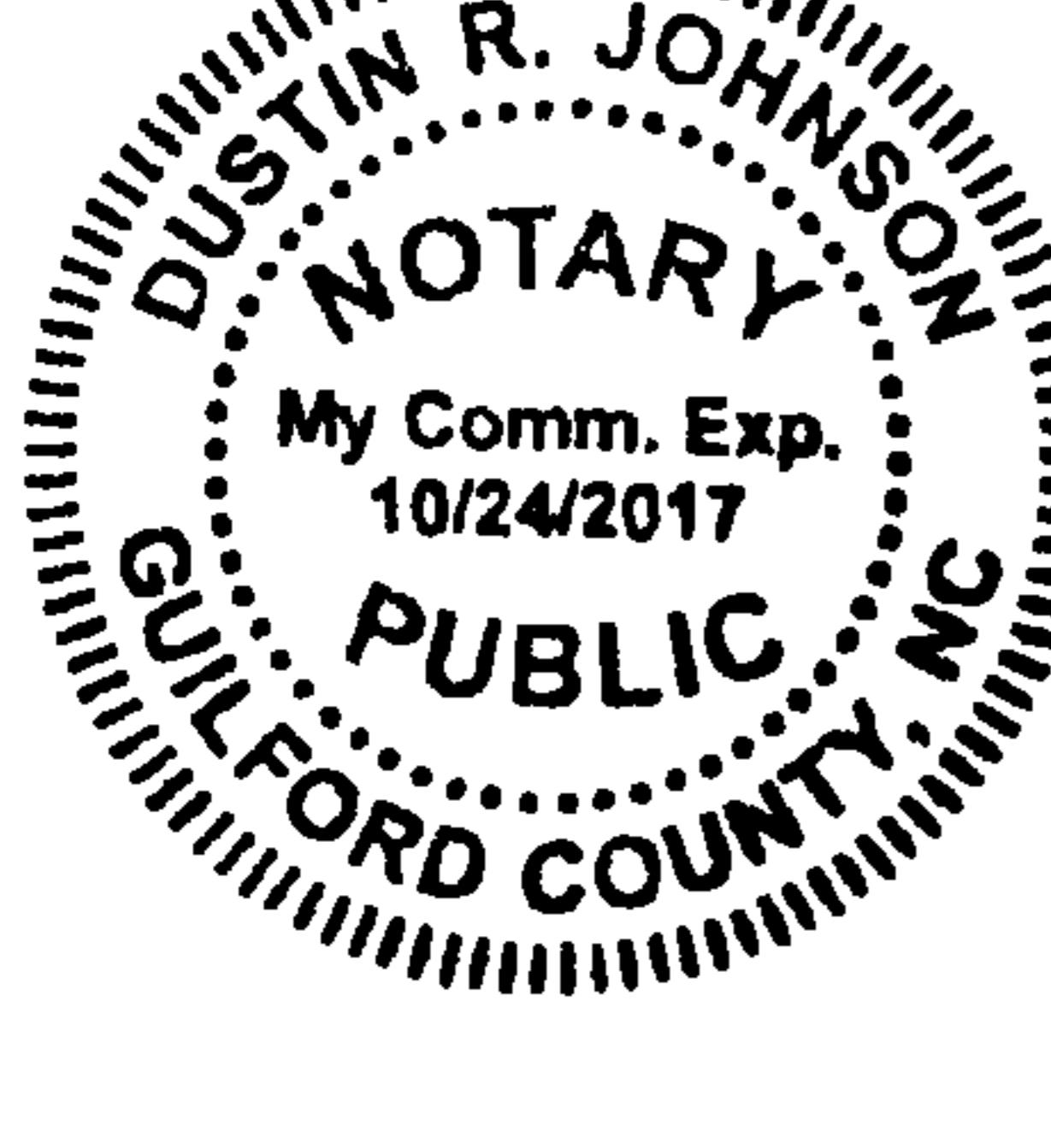

 (SEAL)
 Gilbert E. Futrell


 (SEAL)
 Nancy Futrell


 (Trustee Under the Will of Pearl Thayer Futrell)
 Gilbert E. Futrell

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: 

	North Carolina, <u>Davidson</u> County <u>Dustin R. Johnson</u> , a Notary Public for County, North Carolina, do hereby certify that <u>Gilbert E. Futrell and wife, Nancy Futrell</u> personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
	Witness my hand and official seal this the <u>10th</u> day of <u>October</u> , 20 <u>16</u> .  Notary Public My commission expires: <u>10/24/17</u>

	North Carolina, <u>Davidson</u> County <u>Dustin R. Johnson</u> , a Notary Public for County, North Carolina, do hereby certify that <u>Gilbert E. Futrell Trustee Under the Will of Pearl Thayer Futrell</u> personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
	Witness my hand and official seal this the <u>10th</u> day of <u>October</u> , 20 <u>16</u> .  Notary Public My commission expires: <u>10/24/17</u>