

Revenue Stamps \$ 2.00

EASEMENT WITH CONTROL OF ACCESS

THIS INSTRUMENT DRAWN BY: Michelle Winston CHECKED BY: Sharon Anthony

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

RETURN TO: Michelle Winston
815 Stadium Drive
Durham, NC 27704

NORTH CAROLINA
COUNTY OF Durham
TAX PARCEL 140106

TIP/PARCEL NUMBER: U-5717 026
WBS ELEMENT: 50400.2.1
ROUTE: US 15-501 and SR 116

THIS EASEMENT, made and entered into this the _____ day of _____ 20 24
by and between County of Durham
200 E. Main St.
Durham, NC 27701-3649

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, executors and assigns, for and in consideration of the sum of \$ 1,000.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, (together with any provisions relating to abutter's rights of access which may be hereinafter stated), a perpetual easement for highway purposes, over a portion of real property described in deed(s) recorded in Deed Book 002235, Page 000723 and in the Office of the Register of Deeds of Durham County, said easement being described as follows:

Permanent Utility Easement Described As Follows:

Point of beginning being N 31°18'1.0" W, 120.844 feet from -L- Sta 16+00 thence to a point on a bearing of N 39°49'16.1" W 45.899 feet thence to a point on a bearing of S 53°22'45.7" W 52.371 feet thence to a point on a bearing of S 3°35'40.2" W 36.402 feet thence to a point on a bearing of N 82°2'18.9" E 31.192 feet thence to a point on a bearing of N 56°49'11.9" E 51.158 feet returning to the point and place of beginning. Having an area of approximately 0.065 acres.

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.

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' 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.

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:

Drainage Utility Easement Described As Follows:

Point of beginning being N 31°18'1.0" W, 120.844 feet from -L- Sta 16+00 thence to a point on a bearing of N 56°49'11.9" E 184.472 feet thence to a point on a bearing of N 33°17'22.1" W 34.722 feet thence to a point on a bearing of N 89°20'21.7" W 16.862 feet thence to a point on a bearing of S 63°56'21.7" W 65.593 feet thence to a point on a bearing of S 53°22'45.7" W 110.821 feet thence to a point on a bearing of S 39°49'16.1" E 45.899 feet returning to the point and place of beginning. Having an area of approximately 0.206 acres.

Said Permanent Drainage/Utility Easement (DUE) in perpetuity is for the installation and maintenance of drainage facilities and /or 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 drainage/utility easement area(s) drainage facility(ies) and/or utility line or lines, with all necessary pipes, poles and appurtenances, together with the right at all times to enter said drainage/utility easement area(s) for the purpose of inspecting said drainage facility(ies) and/or utility line or lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility(ies) and/or utility line or lines, all trees and other obstructions inside the drainage facility(ies) and/or 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' opinion, to endanger a line or other facility within the drainage/utility easement area(s) ("Danger Trees"). The Department of Transportation and its agents or assigns shall also have the right to access the drainage/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 drainage/utility easement area(s) and Danger Trees from outside of the drainage/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 drainage/utility easement area(s), and the right to use the permanent drainage/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 drainage/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 drainage facility(ies) and/or utility easement or utility installations. The Department of Transportation's acquisition of the permanent drainage/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, drainage/utilities or appurtenances within the permanent drainage/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.

COUNTY: Durham WBS ELEMENT: 50400.2.1 TIP/PARCEL NO.: U-5717 026

This EASEMENT is subject to the following provisions only:

None

IT IS UNDERSTOOD AND AGREED between the parties hereto that this conveyance is made for the purpose of constructing and establishing a road or highway designated as State Highway Project 50400.2.1, Durham 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 Durham County pursuant to NCGS 136-19.4.

The access as provided is more particularly described as follows:

No means of access to the project is provided.

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.

There are no conditions to this EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 50400.2.1 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 # 50400.2.1, Durham 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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IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated _____, has caused this instrument to be signed in its corporate name by its _____, its corporate seal hereto affixed, and attested by its _____, by order of the Durham County Commissioners, this 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 .

DURHAM COUNTY

(CORPORATE SEAL)

BY: _____
Print Name (Title)

ATTEST: _____
Print Name (Title)

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 _____ of the Durham County _____, and that by authority duly given, the foregoing instrument was signed in its name by _____, its _____ of the DURHAM COUNTY _____, sealed with its corporate seal, and attested by _____ as its _____. Witness my hand and official seal this the _____ day of _____, 20 <u>24</u> .
	_____ Notary Public My commission expires: _____