

2023004062 00001

FORSYTH COUNTY NC FEE \$26.00
STATE OF NC REAL ESTATE EXT
\$60.00

PRESENTED & RECORDED
02/08/2023 08:19:27 AM
LYNNE JOHNSON
REGISTER OF DEEDS
BY: ANGELA BOOE, DPTY
BK: RE 3739
PG: 3186 - 3189

Revenue Stamps \$ 60.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Janet R. Harris CHECKED BY Dennis Peebles, Jr.

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

RETURN TO: Hawke Law, PLLC
7228 Indian Rock Road
Wendell, NC 27591

NORTH CAROLINA
COUNTY OF Forsyth
TAX PARCEL 6876-34-0849

TIP/PARCEL NUMBER: U-5760 031
WBS ELEMENT: 46381.2.1
ROUTE: Hopkins Road

THIS FEE SIMPLE DEED, made and entered into this the 16th day of January 20 23
by and between Timothy Ray Smith and wife, Anita Ripperger Smith
384 Princeton Square Court
Kernersville, NC 27284

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 \$ 30,000.00 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 Kernersville Township, Forsyth County, North Carolina, which is particularly described as follows:

Point of beginning being N 14°18'57.9" W, 126.016 feet from -L- Sta. 62+00 thence to a point on a bearing of S 51°53'42.3" W 1.360 feet thence to a point on a bearing of S 44°21'10.7" E 15.143 feet thence along a curve 15.056 feet and having a radius of 756.000 feet. The chord of said curve being on a bearing of N 39°12'4.7" W, a distance of 15.056 feet returning to the point and place of beginning.

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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 Utility Easement described as follows:

Area One:

Point of beginning being N 89°1'55.4" E, 92.908 feet from -L- Sta. 62+00 thence to a point on a bearing of S 48°53'16.4" E 26.710 feet thence to a point on a bearing of N 3°6'39.6" E 12.577 feet thence to a point on a bearing of N 76°28'36.8" W 21.400 feet returning to the point and place of beginning.

Area Two:

Point of beginning being N 14°18'57.9" W, 126.016 feet from -L- Sta. 62+00 thence along a curve 7.734 feet and having a radius of 756.000 feet. The chord of said curve being on a bearing of S 39°28'43.6" E, a distance of 7.734 feet thence to a point on a bearing of N 50°48'51.4" E 15.000 feet thence to a point on a bearing of N 50°48'51.4" E 17.000 feet thence to a point on a bearing of N 39°32'54.1" W 7.130 feet thence to a point on a bearing of S 51°53'42.3" W 32.000 feet returning to the point and place of beginning.

Said Permanent Utility easement in perpetuity is for the installation and maintenance of 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 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 utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said 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 Utility Easement area(s). It is further understood and agreed that Permanent 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 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.

Temporary Construction Easement described as follows:

Point of beginning being N 11°5'19.6" W, 112.536 feet from -L- Sta. 62+00 thence to a point on a bearing of S 44°21'10.7" E 84.855 feet thence to a point on a bearing of S 48°53'16.4" E 73.290 feet thence to a point on a bearing of N 40°54'59.8" W 164.149 feet thence to a point on a bearing of S 50°48'51.4" W 15.000 feet thence along a curve 7.322 feet and having a radius of 756.000 feet. The chord of said curve being on a bearing of S 38°54'29.7" E, a distance of 7.322 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 temporary easement area(s) 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(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 Hawke Law, 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 Forsyth County Registry in Deed Book 2099 Page 3205.

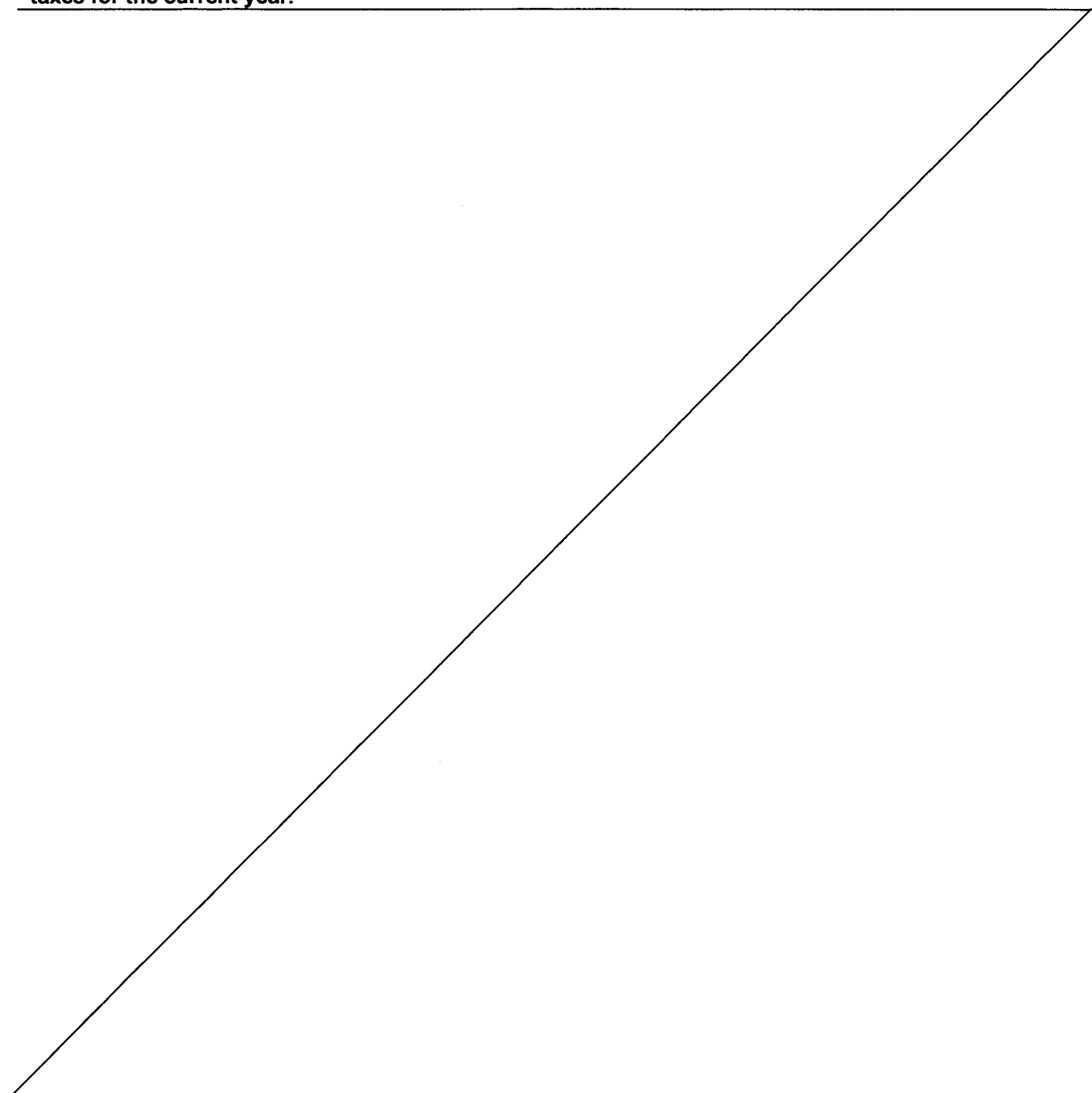
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The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project # 46381.2.1 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 # 46381.2.1, Forsyth 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.

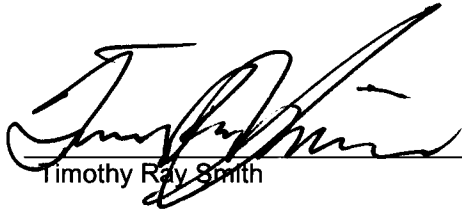
And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and 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.**



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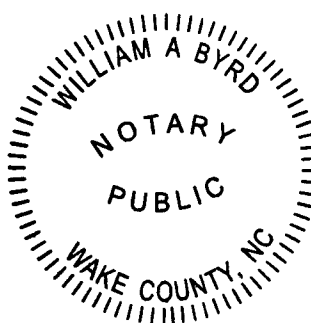
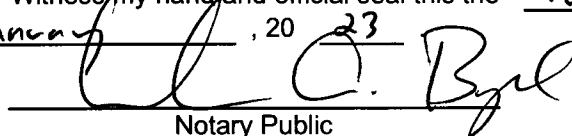
IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

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.


Timothy Ray Smith


Anita Ripperger Smith

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: 

	North Carolina, <u>Forsyth</u> County
	I, <u>William A. Byrd</u> , a Notary Public for <u>Wake</u> County, North Carolina, do hereby certify that
	<u>Timothy Ray Smith and wife, Anita Ripperger Smith</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>16th</u> day of <u>January</u> , 20 <u>23</u>
	 Notary Public
	My commission expires: <u>09/09/2023</u>