

Revenue Stamps \$ n/a

TEMPORARY EASEMENT

THIS INSTRUMENT DRAWN BY Kathy M. Smith CHECKED BY Tyler Cote

RETURN TO: Division R/W Agent, NCDOT
815 Stadium Dr.
Durham, NC 27704

NORTH CAROLINA
COUNTY OF Wake
TAX PARCEL 0740605700

TIP/PARCEL NUMBER: U-5118 JB 001
WBS ELEMENT: 42379.1.35
ROUTE: NC 55 BYPASS AT THE
INTERSECTION WITH
SPORTSMANSHIP WAY

THIS EASEMENT, made and entered into this the _____ day of _____ 20 _____
by and between

Wake County, a body politic and corporate of the State of North Carolina
P.O Box 550 Raleigh, NC 27602

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 \$ 1.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors, and assigns, a temporary easement for highway purposes, subject to the terms and provisions hereinafter set forth, over a portion of real property described in deed(s) recorded in Book 5418, Page 249 in the office of the Register of Deeds of Wake County, said easement being described as follows:

Temporary Construction Easement

Point of beginning being L - 41+09.50 N 88°05'17.7" W, 98.628 feet; from thence to a point on a bearing of N 46°38'35.8" W, 49.856 feet; thence to a point on a bearing of N 03°01'38.9" W, 162.604 feet; thence to a point on a bearing of N 62°16'12.5" E, 59.142 feet; thence to a point on a bearing of S 01°55'10.2" W, 224.250 feet; returning to the point and place of beginning.

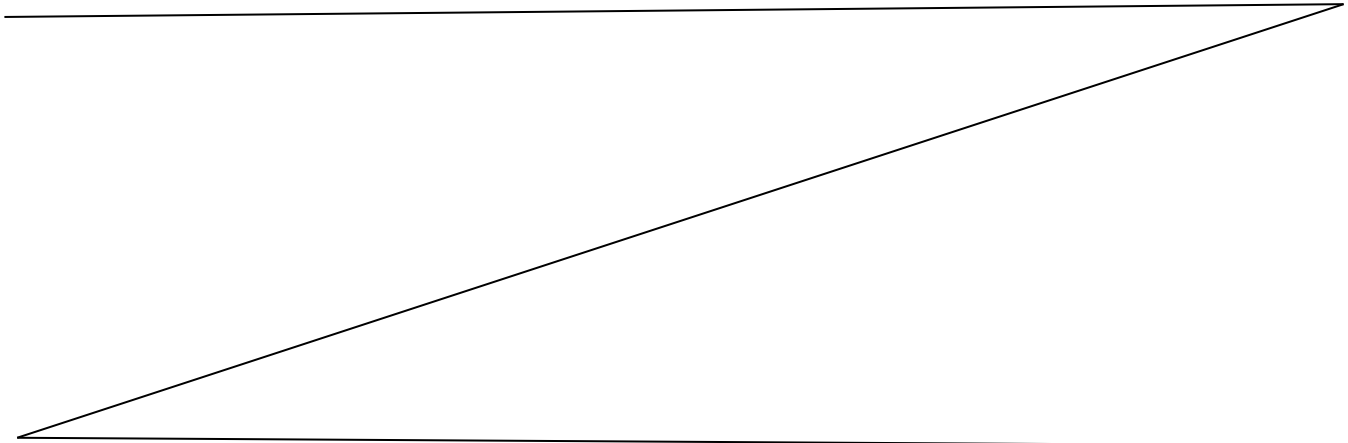
It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described temporary easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer 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.

COUNTY: Wake WBS ELEMENT: 42379.1.35 TIP/PARCEL NO.: U-5118 JB 001

Said easement widths, station numbers, survey lines and additional easement areas being delineated on that set of plans for State Highway Project 423791.35 on file in the office of the Department of Transportation in Raleigh, North Carolina, and also on a copy of said project plans which will be recorded, pursuant to N.C.G.S 136-19.4, in the Office of the Register of Deeds of Wake County, to which plans reference is hereby made for greater certainty of description of the easement areas herein conveyed and for no other purpose.

This EASEMENT is subject to the following terms and provisions only:

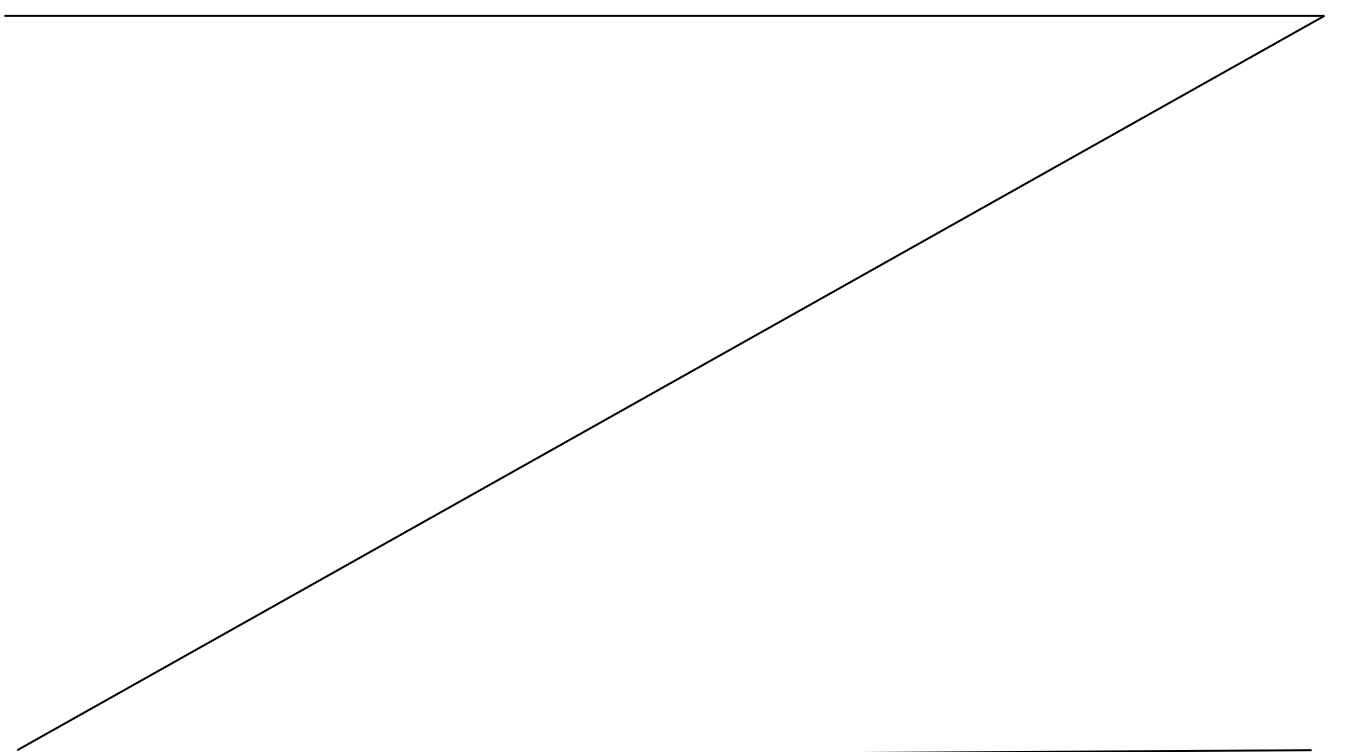
N/A



There are no conditions to this EASEMENT not expressed herein.

TO HAVE AND TO HOLD said temporary easement for highway purposes, subject to the terms and provisions hereinabove set forth, 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 said temporary easement; and that they will warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 42379.1.35 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 # 42379.1.35, Wake 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.



COUNTY: Wake WBS ELEMENT: 42379.1.35 TIP/PARCEL NO.: U-5118 JB 001

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused this 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.

Wake County, a body politic and corporate of the State of North Carolina

BY: Sig Hutchinson (Chairman) Denise Hogan (Clerk to the Board)

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 Wake _____ COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the <u>Wake</u> _____ COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 ____ .
	_____ Notary Public
	My commission expires: _____