

Revenue Stamps \$ 0.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Brian Rogers CHECKED BY Taylor Keith

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

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

NORTH CAROLINA	TIP/PARCEL NUMBER:	0-6241 007
COUNTY OF Wake	WBS ELEMENT:	36249.4025
TAX PARCEL 1758486155	ROUTE:	US 401 BUS (Main St.) from South of Jonesville Rd. to North of Young St

THIS FEE SIMPLE DEED, made and entered into this the 2nd day of July 20 21
by and between Brothers Forty-Six, LLC, a North Carolina limited liability company
1220 Old Watkins Road
Raleigh, NC 27616

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 \$ 1.00 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 Wake Forest Township, Wake County, North Carolina, which is particularly described as follows:

Beginning at Point "1", thence S 45°58'18" E 250.91 ft. to point "2"; thence S 01°12'12" E 46.30 ft. to point "3"; thence along a curve turning to the left, having a radius of 503.0000 ft. and having a chord with a bearing of N 25°57'32" W and a chord distance of 12.83 ft., an arc distance of 12.83 ft. along said curve to point 4, thence N 41°25'07" W 166.49 ft. to point "5"; thence N 37°53'57" W 106.82 ft. to point "1"; returning to the place of beginning.

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IN ADDITION, and for the aforesated 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:

Area 1: Beginning at Point "9", thence S 41°25'07" E 22.75 ft. to point "8"; thence S 78°30'15" W 40.05 ft. to point "7"; thence N 08°03'23" W 19.95 ft. to point "10"; thence N 78°55'28" E 27.50 ft. to point "9"; returning to the place of beginning.

Area 2: Beginning at Point "20", thence S 01°35'35" E 36.30 ft. to point "13"; thence S 00°47'30" E 171.47 ft. to point "21"; thence N 87°28'52" W 56.50 ft. to point "22"; thence N 03°30'55" E 132.71 ft. to point "23"; thence N 13°13'18" E 66.98 ft. to point "24"; thence N 75°37'45" E 30.57 ft. to point "20"; returning to the place of beginning.

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:

Area 1: Beginning at Point "11", thence S 41°25'07" E 55.01 ft. to point "9"; thence S 78°55'28" W 27.50 ft. to point "10"; thence N 11°25'14" W 47.47 ft. to point "11"; returning to the place of beginning.

Area 2: Beginning at Point "8", thence S 41°25'07" E 21.25 ft. to point "4"; thence along a curve turning to the right, having a radius of 503.0000 ft. and having a chord with a bearing of S 25°57'32" E and a chord distance of 12.83 ft., an arc distance of 12.83 ft. along said curve to point 3, thence S 01°12'12" E 88.26 ft. to point "6"; thence N 29°25'39" W 123.68 ft. to point "7"; thence N 78°30'15" E 40.05 ft. to point "8"; returning to the 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 area(s) 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 are no longer needed. Any additional construction areas lying beyond the 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:

None

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Wake County Registry in Deed Book 13125 Page 2343.

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 # 36249.4025 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

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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 # 36249.4025,
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.

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.

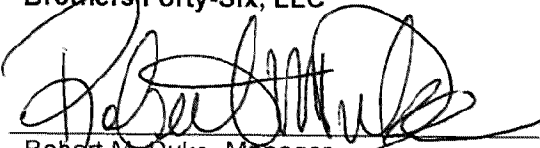
And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and 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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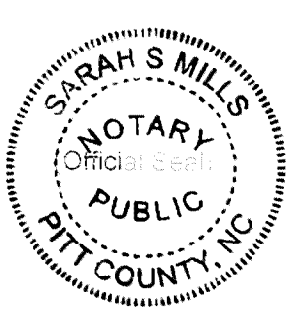
IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

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.

Brothers Forty-Six, LLC

 (SEAL)
Robert M. Duke, Manager

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: 

	North Carolina, <u>Wake</u> County
	<u>Pitt</u> <u>Sarah S. Mills</u> , a Notary Public for
	<u>Pitt</u> County, North Carolina, do hereby certify that
	Robert M. Duke, Manager of
	Brothers Forty-Six, LLC, a NC limited liability company,
	personally came before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.
	Witness my hand and official seal this the <u>2</u> day of
	<u>July</u> , 20 <u>21</u> .
	<u>Sarah S. Mills</u> Notary Public
	My commission expires: <u>4/1/23</u>