

Excise Tax \$0.00

Recording Time, Book and Page

WBS ELEMENT: 38664.2.2

ROUTE: Old Chapel Hill Road

COUNTY: Durham

TIP/PARCEL NUMBER: EB-4707B 077

TAX PARCEL: 140067

Mail after recording to Division R/W Agent, NCDOT
815 Stadium Drive, Durham, NC 27704

This instrument was prepared by Thomas Perry

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

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this _____ day of _____ 20____ by and between

GRANTOR

GRANTEE

City of Durham, A Municipal Corporation
101 City Hall Plaza
Durham, NC 27701

NC DEPARTMENT OF TRANSPORTATION,
an agency of the State of North Carolina
1546 Mail Service Center
Raleigh, NC 27611

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration in the amount of \$ _____ paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Durham, City Out Township, Durham County, North Carolina and more particularly described as follows:

TRACT 1

Point of beginning being N 78°41'20.6" E, 59.948 feet from -L- Sta. 115+00; thence to a point on a bearing of N 01°51'4.5" E, 20.159 feet; thence to a point on a bearing of N 01°51'4.5" E, 18.396 feet; thence to a point on a bearing of N 79°56'44.6" W, 210.546 feet; thence to a point on a bearing of S 02°07'2.0" W, 42.273 feet; thence to a point on a bearing of S 80°57'22.0" E, 210.242 feet; returning to the point and place of beginning. Having an area of 8428.576 Sqr feet being 0.193 acres

TRACT 2

Point of beginning being N 35°33'57.9" E, 49.598 feet from -L- Sta 117+00; thence along a curve 13.604 feet and having a radius of 629.625 feet. The chord of said curve being on a bearing of S 78°35'11.6" E, a distance of 13.604 feet; thence to a point on a bearing of N 10°00'17.6" E, 15.561 feet; thence to a point on a bearing of N 79°56'44.6" W, 184.622 feet; thence to a point on a bearing of S 01°51'4.5" W, 18.396 feet; thence to a point on a bearing of S 80°57'22.0" E, 168.436 feet; returning to the point and place of beginning. Having an area of 3049.877 Sqr feet being 0.070 acres

Permanent Utility Easement TRACT 1 described as follows:

Point of beginning being N 50°02'36.5" E, 78.312 feet from -L- Sta. 115+00; thence to a point on a bearing of N 01°51'4.5" E, 14.761 feet; thence to a point on a bearing of N 78°24'41.0" W, 201.293 feet; thence to a point on a bearing of N 10°03'15.4" E, 8.000 feet; thence to a point on a bearing of N 79°56'44.6" W, 11.123 feet; thence to a point on a bearing of S 02°07'2.0" W, 25.211 feet; thence to a point on a bearing of S 02°07'2.0" W, 3.058 feet; thence to a point on a bearing of S 79°56'44.6" E, 210.546 feet; returning to the point and place of beginning. Having an area of 3754.307 Sq feet being 0.086 acres

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.

Permanent Utility Easement TRACT 2 described as follows:

Point of beginning being N 48°14'50.7" E, 56.544 feet from -L- Sta 117+00; thence along a curve 20.783 feet and having a radius of 629.625 feet. The chord of said curve being on a bearing of S 80°09'4.2" E, a distance of 20.782 feet; thence to a point on a bearing of N 08°25'45.3" E, 36.790 feet; thence to a point on a bearing of N 80°29'7.4" W, 30.701 feet; thence to a point on a bearing of S 10°03'15.4" W, 6.000 feet; thence to a point on a bearing of N 80°19'12.7" W, 153.003 feet; thence to a point on a bearing of N 78°24'41.0" W, 22.788 feet; thence to a point on a bearing of S 01°51'4.5" W, 14.761 feet; thence to a point on a bearing of S 79°56'44.6" E, 184.622 feet; thence to a point on a bearing of S 10°00'17.6" W, 15.561 feet; returning to the point and place of beginning. Having an area of 3505.033 Sq feet being 0.080 acres

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.

Permanent Drainage Easement described as follows:

Point of beginning being N 75°51'20.0" E, 115.903 feet from -L- Sta 117+00; thence along a curve 20.785 feet and having a radius of 629.625 feet. The chord of said curve being on a bearing of S 86°35'58.4" E, a distance of 20.784 feet; thence to a point on a bearing of N 03°03'28.0" E, 3.185 feet; thence to a point on a bearing of N 27°34'40.2" W, 19.944 feet; thence to a point on a bearing of S 85°24'33.8" W, 10.193 feet; thence to a point on a bearing of S 04°38'0.2" W, 18.872 feet; returning to the point and place of beginning. Having an area of 323.106 Sq feet being 0.007 acres

Said permanent drainage easement in perpetuity is for the installation and maintenance of drainage facilities, and for all purposes for which the Department of Transportation is authorized by law to subject 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 permanent drainage easement area(s) a drainage facility with all necessary pipes, pole and appurtenances, together with the right at all times to enter said permanent drainage easement area(s) 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 of Transportation 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 the Permanent Drainage Easement shall be used by the Department of Transportation for additional working area during the above described project.

Temporary Construction Easement TRACT 1 described as follows:

Point of beginning being N 78°29'55.4" E, 135.865 feet from -L- Sta 117+00; thence along a curve 1.873 feet and having a radius of 629.625 feet. The chord of said curve being on a bearing of S 87°37'49.9" E, a distance of 1.873 feet; thence to a point on a bearing of N 27°34'40.2" W, 3.676 feet; thence to a point on a bearing of S 03°03'28.0" W, 3.185 feet; returning to the point and place of beginning. Having an area of 2.984 Sqr feet being 0.000 acres

Temporary Construction Easement TRACT 2 described as follows:

Point of beginning being N 61°26'42.3" E, 71.336 feet from -L- Sta 117+00; thence along a curve 50.078 feet and having a radius of 629.625 feet. The chord of said curve being on a bearing of S 83°22'31.1" E, a distance of 50.065 feet; thence to a point on a bearing of N 04°38'0.2" E, 7.872 feet; thence to a point on a bearing of N 76°32'24.1" W, 49.710 feet; thence to a point on a bearing of S 08°25'45.3" W, 13.790 feet; returning to the point and place of beginning. Having an area of 554.977 Sq feet being 0.013 acres

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 areas 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 is no longer needed. Any additional construction areas lying beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project.

The property hereinabove described was acquired by grantor by instrument recorded in Deed Book 2636 Page 767, Durham County Registry.

A map showing the above described property is recorded in Plat Book _____ page _____ .

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

This deed is subject to the following provisions only:

The Grantor requests that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our trailhead.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and that Grantor will warrant and defend the title as received by Grantor against the lawful claims of all persons claiming by, under or through Grantor, other than the following exceptions: None

IN WITNESS WHEREOF, the GRANTORS pursuant to the authority delegated by Durham City Council March 2, 2015, has caused this instrument to be signed in its corporate name by its MAYOR, its corporate seal hereto affixed, and attested by its CITY CLERK by order of the DURHAM CITY COUNCIL this the day and year first above written.

CITY OF DURHAM

(CORPORATE SEAL)

BY: _____ (SEAL)
William V. Bell, Mayor
City of Durham

ATTEST:

D. Ann Gray,
City Clerk of the City of Durham

(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 CITY OF _____, and that by authority duly given, the foregoing instrument was signed in its name by its MAYOR of the CITY OF _____, sealed with its corporate seal, and attested by _____ as its CITY CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public
	My commission expires: