|  |
| --- |
| **CLAUSES** |
|  |
| **RIGHT OF WAY DESCRIPTIONS:****When using a Fee Simple Deed (FRM7-A, FRM7-B), nothing precedes the description:****NOT LIKE THIS: Fee Simple Right of Way Described as Follows****NOT LIKE THIS: Right of way Described as follows****Simply start the description; if there are multiple Fee Simple descriptions, you may use:****Area One: (description)****Area Two: (description)** |
|  |
| **PLACEMENT OF OTHER EASEMENTS:****When fee simple is being acquired AND other easements are being acquired, the fee simple deed is used and the other easements are placed in the fee simple deed AFTER the Phrase:** IN ADDITION, and for the aforestated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:**When fee simple is NOT being acquired BUT multiple other easements (PDE, PUE, DUE, AUE, TEMPORARY EASEMENT) are being acquired, choose one of the PERMANENT EASEMENT instruments (PDE, PUE, DUE, AUE), and place the other easements AFTER the Phrase:** IN ADDITION, and for the aforestated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:**If only Temporary Easements are being acquired, choose the FRM7-D and do as stated below.** |
|  |
| **TEMPORARY EASEMENTS: (TCE, TDE, or TUE) – ALSO SEE TUE CLAUSE BELOW*** used where TDE, TUE, TCE, or -E- is shown
* can have cut/fill slopes within these areas
* allows for construction activities

**NOTE**: These areas should not overlap any other areas.**NOTE**: Areas to be acquired must be covered in the appraisal and offer letter. |
| **PREFACE** |
|  |
| Temporary Construction Easement described as follows: | Choose One, then place description immediately after |
| Temporary Drainage Easement described as follows: |
| Temporary Utility Easement described as follows: |
|  |
| If there is a TUE, **(following clause to be inserted after the easement description):** |
|  |
| Said Temporary Utility Easement is for the installation and maintenance of utilities at any time during the existence of this easement, 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 Temporary Utility Easement for the purpose of inspecting said utility lines and making all necessary repairs, additions, 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 over across, upon, and through said Temporary Utility Easement area(s). It is further understood and agreed that said Temporary 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 Temporary 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, its agents, assigns, and contractors.  |
|  |
| **If there are ANY cut/fill slopes with the temporary area, insert the following clause after the easement description:** |
|  |
| 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 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, its agents, assigns, and contractors.  |
|  |
| **If there are NO cut/fill slopes with the temporary area, insert the following clause after the easement description:** |
|  |
| This construction easement(s) shall expire upon completion and acceptance of the aforementioned 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, its agents, assigns, and contractors.  |
|  |
| **TEMPORARY EASEMENT DESCRIPTIONS: (TCE, TDE, or TUE)****IT IS ALWAYS PERMISSABLE TO USE A CADD GENERATED DESCRIPTION OR HAND DRAWN METERS/BOUNDS DESCRIPTION FOR A TEMPORARY EASEMENT. PLACE THE DESCRIPTION AFTER THE PREFACE.****TO USE A “MAXIMUM WIDTH DESCRIPTION, PLACE THE FOLLOWING AFTER THE PREFACE:****An area, having a maximum width of \_\_\_\_\_\_feet, located** left/right of and between Survey Station       and Survey Station       , Survey Line       as shown on the project plans, After the description, ADD THE APPLICABLE REVERSION CLAUSE. THE DESCRIPTION AND REVERSION CLAUSE SHOULD NOT BE “BLENDED” |

|  |
| --- |
| **PERMANENT DRAINAGE EASEMENT (PDE):*** used where only a PDE is needed
* allows for cuts/fills and for construction activities

**NOTE**: These areas should not overlap any other areas.**NOTE**: Areas to be acquired must be covered in the appraisal and offer letter. |
| **PREFACE:** |
|  |
| Permanent Drainage Easement described as follows: |
|  |
| **(following clause to be inserted after the easement description):** |
|  |
| 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, its agents, assigns, and contractors.  |
|  |
| **AERIAL UTILITY EASEMENT (AUE)*** used where only an aerial utility is needed; AUE may be used where there are surface items to remain like wells, septic, etc. (may need a note on the plans if items within an AUE are not to be disturbed)
* allows for cuts/fills and for construction activities

**NOTE**: These areas should not overlap any other areas.**NOTE**: Areas to be acquired must be covered in the appraisal and offer letter. |
|  |
| **PREFACE:** |
|  |
| Aerial Utility Easement described as follows: |
|  |
| **(following clause to be inserted after the easement description):** |
|  |
| Said Aerial Utility Easement in perpetuity for the installation and maintenance of an aerial utility facility, and for the 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 aerial utility easement area(s) aerial utility line or lines, with all necessary poles and appurtenances, together with the right at all times to enter said aerial utility easement area(s) 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 line or lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of utilities located within the aerial utility easement area(s). The DEPARTMENT shall also have the right to construct and maintain the cut and/or fill slopes in the above-described aerial utility easement area(s), and the right to use the aerial 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 aerial 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 Aerial Utility Easement(s) and/or the utility installations. The Department of Transportation’s acquisition of the Aerial Utility Easement(s), by itself, does not constitute new control of access (C/A). Upon completion and acceptance by the DEPARTMENT of the above-described project, utilities or appurtenances within the Aerial Utility Easement(s) shall not be added or modified to unreasonably interfere with the subject property’s access or parking. |
|  |
| **PERMANENT UTILITY EASEMENT (PUE)** |
| * used where only a PUE is needed
* allows for cuts/fills and for construction activities

**NOTE**: These areas should not overlap any other areas.**NOTE**: Areas to be acquired must be covered in the appraisal and offer letter. |
|  |
| **PREFACE:** |
|  |
| Permanent Utility Easement described as follows: |
|  |
| **(following clause to be inserted after the easement description):** |
|  |
| Said Permanent Utility Easement in perpetuity for the installation and maintenance of utilities, and for the purposes for which the DEPARTMENT is authorized by law to subject the 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 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 that may in any way endanger or interfere with the proper maintenance and operation of utilities located within the permanent utility easement area(s). The DEPARTMENT 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 and/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). Upon completion and acceptance by the DEPARTMENT of the above- described project, utilities or appurtenances within the permanent utility easement(s) shall not be added or modified to unreasonably interfere with the subject property’s access or parking. |

|  |
| --- |
| **PERMANENT DRAINAGE/UTILITY EASEMENT (DUE)** |
| * is used where there is an area is to be used for both utility and drainage purposes
* allows for cuts/fills and for construction activities

Note: Judgment can be exercised by Div. RW Agent as to when to expand this easement. For example, instead of just using this for the overlap areas, we could have just one area of DUE that allows either drainage or utility work or both. This will simplify the plans and acquisition. However, we’d need to be careful that converting a PUE to DUE did not cause additional costs such as damage to remainder. **NOTE**: These areas should not overlap any other areas.**NOTE**: Areas to be acquired must be covered in the appraisal and offer letter. |
|  |
| **PREFACE:** |
|  |
| Permanent Drainage/Utility Easement described as follows: |
|  |
| **(following clause to be inserted after the easement description):** |
|  |
| Said Permanent Drainage/Utility Easement (or DUE) in perpetuity for the installation and maintenance of drainage facilities and/or utilities, and for the 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 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 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 that may in any way endanger or interfere with the proper maintenance and operation of the drainage and/or utilities located within the drainage/utility easement area(s). The DEPARTMENT 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/Utility Easement, drainage installations and/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). Upon completion and acceptance by the DEPARTMENT of the above-described project, utilities or appurtenances within the Permanent Drainage/Utility Easement(s) shall not be added or modified to unreasonably interfere with the subject property’s access or parking. |

|  |
| --- |
| **PERMANENT CONSTRUCTION EASEMENT (PCE)** |
| **NOTE**: These areas should not overlap any other areas.**NOTE**: Areas to be acquired must be covered in the appraisal and offer letter. |
|  |
| **PREFACE:** |
|  |
| Permanent Construction Easement described as follows: |
|  |
| **(following clause to be inserted after the easement description):** |
|  |
| Said Permanent Construction Easement in perpetuity is for the sub-surface rights to install and maintain soil nails as shown on the project plans, 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 at all times to enter said permanent construction easement area(s) for the purpose of inspecting said Permanent Construction Easement and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said permanent construction easement 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 construction easement area(s). It is further understood and agreed that the permanent construction 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 Construction 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, its agents, assigns, and contractors.  |

|  |
| --- |
| **ACCESS PROVISIONS FOR FRM7-B or FRM7-CA:** |
|  |
| FULL CONTROL OF ACCESS:No means of access to the project is provided. |
|  |
| ACCESS BY SERVICE ROAD OR FRONTAGE ROAD:By means of a service or frontage road which is designated                 on said plans, said access point being located between Survey Station            and Survey Station            on Survey Line      . |
|  |
| ACCESS BY SPECIFIC ACCESS POINT:By means of a specific access point       feet in width which is located left/right of and between Survey Station            and Survey Station            on Survey Line      . |
|  |
| ACCESS ON Y LINES:By means of a local traffic road which is designated as (Identify Road Number / Name), said access point being located left/right of and between Survey Station            and Survey Station            on Survey Line      . |

|  |
| --- |
| **CONTROLLED ACCESS ONLY – NO NEW R/W BEING ACQUIRED (to be inserted in the R/W Deed (FRM7-B) in the DESCRIPTION SECTION):** |
|  |
| No physical area is being acquired. Access is controlled by the DEPARTMENT as is indicated by control-of-access C/A lines on the Master Plans for Department of Transportation Project \_\_(tip)\_\_\_\_\_\_\_\_\_\_\_, WBS#\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_County, on file in the Right of Way Branch of the Department of Transportation in Raleigh, and which are or will be recorded in the Register of Deeds of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, and there will be no access to, from or across the control-of-access (C/A) lines to the main traffic lanes, ramps, or approaches from property abutting said highway right of way unless provided below. |

**CONNECTION TO PUBLIC WATER**

It is understood and agreed that the above settlement amount includes compensation for the undersigned owner to connect the subject dwelling to public water. It is understood and agreed that the entire cost of said connection is covered in the above settlement and the undersigned owners and their successors assigns release the DEPARTMENT from any further claims for damages pertaining to payment for the public water connection.

|  |
| --- |
|  |
| **CONTAMINATION CLAUSE** |
|  |
| * To be inserted in Special Provisions of the Instrument
 |
| The estimated contamination clean-up cost is $\_\_\_\_\_\_\_\_, which will be deducted from the total compensation amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, making the total amount due $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
|  |
| **CONTAMINATION PARCEL ACQUIRED BY EASEMENT CONVERTED TO FEE SIMPLE DEED** |
|  |
| When permanent easement was used due to contamination, and the contamination has been cleaned up to the satisfaction of Geotech, the DEPARTMENT may accept a Fee Simple Deed for the right of way. The Fee Simple Deed will be for $1.00, contain the same descriptions, and contain the following clause:This deed supplements the Permanent Easement for Highway Purposes recorded in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County Registry in Deed Book \_\_\_\_\_\_\_\_, Page \_\_\_\_\_\_\_, which references the full consideration paid for the property and payment of the appropriate revenue stamps/excise tax. The purpose of this deed is to convey any remaining fee simple interest maintained by the GRANTORS in the property described herein thereby conveying full, fee simple title to the DEPARTMENT. |

**CROSS-CONNECTION CONTROL/BACKFLOW PREVENTER SYSTEM CLAUSE**

The undersigned property owners request that the DEPARTMENT enter upon our lands outside the right of way to the extent necessary for the disconnection, relocation, and reconnection of our Cross-Connection Control/Backflow Preventer System to the applicable public water service in accordance with all ordinances governing Cross-Connection Control/Backflow Preventer Systems; and once the completed reconnection has been inspected and approved by an authorized official of the applicable public water service, we will have no further claim as a result of said reconnection.

We the undersigned further understand and agree that after the approval by an authorized official of the applicable public water service; **the DEPARTMENT, its agents, successors and assigns, shall have no further liability of any kind regarding the installation and operation of the Cross-Connection Control/Backflow Preventer System.**

|  |
| --- |
| **DRIVEWAY CLAUSE:**  |
|  |
| The undersigned property owners request that the DEPARTMENT enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection. **Or if there is no r/w claim**The undersigned property owners, recognizing that the DEPARTMENT has the right to make adjustments to the road within the existing right of way, and fur­ther understanding that such adjustments may disrupt our driveway, do hereby request that the DEPARTMENT enter upon our lands outside of the right of way to the extent as is necessary to reconnect our driveway, and we will have no claim as a result of the reconstruction of said driveway. THESE CLAUSES MAY BE USED WHERE THERE IS A POSSIBILITY THAT A DRIVEWAY MAY BE DISTURBED, EVEN IF IT APPEARS THE R/W WILL NOT BE EXCEEDED (except where c/a is cutting off a driveway). |

|  |
| --- |
| **IMPROVEMENT RETENTION:** |
|  |
| **RETENTION OF IMPROVEMENTS ARE NOT TO BE PLACED WITHIN THE RW INSTRUMENTS. THE AGENT IS TO USE FRM14-G, THE STRUCTRE IS TO BE INSPECTED FOR ASBESTOS BY THE OWNER AND THE REPORT FURNISHED TO THE DOT WITH THE SIGNED FRM14-G AND APPROPRIATE FEES IN THE FORM OF BANK CHECKS PAYABLE TO NCDOT. RETENTION IS NOT APPROVED UNTIL FRM14-G ACCEPTED BY THE DOT.** |

|  |
| --- |
| **SIGN CLAUSE (SAMPLE)** |
| It is understood and agreed that the above settlement amount includes compensation for a brick “Bedford Park Office Center” sign included in the appraisal due to the acquisition of right of way / easement. It is further understood and agreed that it shall be the sole responsibility of the GRANTORS to perform all activity, if applicable, for the construction of a replacement sign outside of the right of way / easements, and the GRANTORS shall have no further claim against the DEPARTMENT. |

|  |
| --- |
| **STRUCTURE PARTIALLY INSIDE/OUTSIDE R/W or EASEMENTS (replaces OLD FRM7-K – House Deed):** |
|  |
| NOTE: IF THERE IS A STRUCTRE WHICH LIES TOTALLY WITHIN THE AREAS BEING ACQUIRED, THIS CLAUSE IS NOT NEEDED. HOWEVER, IF THE STRUCTURE IS PARTIALLY OUTSIDE THE AREAS BEING ACQUIRED, THE APPAISAER MUST COMPLETE AN AFFIVDAVIT. IF THE ENTIRE STRUCTURE IS TO BE ACQUIRED AND DEMOLISHED, PLEASE INSERT THE FOLLOWING CLAUSE IN THE INSTRUMENT IN THE SPECIAL PROVISIONS:It is understood and agreed that the above recited consideration includes the purchase by the DEPARTMENT of the (description of structure), a portion of which is located outside the previously described Right of Way. It is further understood and agreed that the undersigned hereby grants to the DEPARTMENT, its successors and/or assigns, the right of ingress and egress over the property of the undersigned to the extent necessary to inspect, abate, remove and dispose of the entire (description of structure), and the undersigned will have no claim for damages with the DEPARTMENT, its successors and/or assigns, as a result of the ingress and egress over the property of the undersigned, and the inspection, abatement, removal and disposal of the entire (description of structure). |

|  |
| --- |
| **PAYEE PROVISIONS** |
|  |
| **In general, checks are made payable to the persons/entity in the heading of the instrument. However, the DOT cannot place more than one taxpayer on a single check (a married couple is considered a single taxpayer and both names can be on a check using one of the ss numbers)****If there are multiple owners, or if the check needs to be paid to the closing attorney due to payoff of mortgages or taxes), a provision needs to be placed in the Special Provisions specifying the payees and amounts. DOT will not make checks payable to anyone other than those owners having and interest in the property or the closing attorney. A FRM4-M-ROW is required for all payees.****In general:****For Trusts, the check should be paid to the Trust (not the trustee), unless the instrument says pay the check to the closing attorney.****For Political Entitles, the check should be paid to the Entity (not the Mayor, Chairman, etc.), unless the instrument says pay the check to the closing attorney.****For Churches, the check should be paid to the Church (not the trustees, or minister) unless the instrument says pay the check to the closing attorney.****Examples (Paid to Closing Attorney, must have signed tax for closing attorney, attorney will receive a 1099 from DOT, typically the same payee name as the AG Office uses when the closing invoice is paid):**It is understood and agreed that the total consideration set forth above shall be made payable to name of closing attorney or firm (must use what AG has on file) 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.**Examples (Split Payment, must have signed tax for each payee):**It is understood and agreed that out of the total consideration set forth above, $ amount shall be made payable to name of payee) and $ amount shall be made payable to name of payee) and the GRANTORS shall have no claim against the DEPARTMENT as a result thereof.**Examples (Paid to a single payee when there are multiple GRANTORS, must have signed tax for payee):**It is understood and agreed that the total consideration set forth above shall be made payable to name of payee and the GRANTORS shall have no claim against the DEPARTMENT as a result thereof. |
|  |
| **PAYEE PROVISIONS IN DEED OF TRUST RELEASES (FRM7-L)** |
|  |
| AND the undersigned do hereby make this release with the understanding that $                of the consideration set forth in the above-mentioned Deed is to be paid to       and the balance, if any, is to be paid to      . |
|  |

|  |
| --- |
| **PROJECT PLANS THAT WILL NOT BE RECORDED:** |
|  |
| Said easement widths, station numbers, survey lines and additional easement areas being delineated on that set of plans for State Highway Project            on file in the office of the Department of Transportation in Raleigh, North Carolina, to which plans reference is hereby made for greater certainty of description of the easement areas herein conveyed and for no other purpose. |
|  |
| **OR** |
|  |
| The final right of way plans showing the above described right of way are on file in the Office of the Department of Transportation in Raleigh, North Carolina, reference to which plans is hereby made for purposes of further description and for greater certainty. |