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| **STATE OF NORTH CAROLINA**  **COUNTY OF** | **IN THE GENERAL COURT OF JUSTICE**  **SUPERIOR COURT DIVISION**  **-CVS-** |
| **DEPARTMENT OF TRANSPORTATION,**  **Plaintiff,**  **vs.**    **Defendant(s).** | **MEDIATION SETTLEMENT**  **AGREEMENT** |

The following settlement was reached in a Mediation Settlement Conference in the above-entitled matter held on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** 2023.

(1) The original condemnation deposit in the amount of **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** was deposited for the taking into the Office of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County Clerk of Superior Court when this action was filed.

(2) The parties herein agree to settle this highway condemnation action by the payment of the original deposit in Court plus an additional sum of **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, for total compensation in the amount of **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, as final settlement of all claims in this action, including any claims for interest and costs.

(3) The terms of this settlement are expressly conditioned upon the further approval of:

\_\_\_\_ The Review Board for the Department of Transportation’s Right of Way Branch.

\_\_\_\_ The Secretary of Transportation.

\_\_\_\_ The Attorney General pursuant to G.S. 114-2.4.

\_\_\_\_ Not Applicable. Settlement less than $75,000.00 per above G. S. 114-2.4.

(4) The plaintiff will prepare a Consent Judgment to be signed by all parties and counsel.

(5) Other terms of settlement:

1. If applicable, Settlement is subject to Replacement Housing Payment refund by the defendant(s) per the executed Stipulation agreement between the defendant(s) and the Department. **N/A [\_\_]**
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_.

DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Assistant Attorney General Attorney for Defendant(s)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Area Negotiator/Assistant State Negotiator Defendant

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mediator