GENERAL COURT OF JUSTICE

Superior Court Division

CIVIL ACTION

NORTH CAROLINA

DEPARTMENT OF TRANSPORATION,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VS PLAINTIFF(S) **STIPULATION**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DEFENDANT(S)

It is stipulated and agreed between the North Carolina Department of Transportation, plaintiff in this action, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, defendant(s) in this action as follows:

1. That this action was filed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the Department of Transportation deposited as just compensation for the taking of defendant’s (s’) property the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. That the North Carolina General Statute Chapter 133, Article 2, Relocation Assistance Section 133-9 and 133.10.1 provides in part that in addition to payments otherwise authorized by these articles the agency may make an additional payment to any person who is displaced from a dwelling actually owned and occupied by such persons for not less than 180 days prior to the initiation of negotiation for the acquisition of the property. This payment shall include the amount, if any, which, when added to the acquisition cost of the dwelling acquired by the agency, equals the reasonable cost of the comparable replacement dwelling which is a decent, safe, and sanitary dwelling adequate to accommodate such displaced persons, reasonably accessible to public services and places of employment and available on the private market. All determinations required to carry out this section shall be made in accordance with standards established by the Department of Transportation.
3. That pursuant to General Statute 133-9 and 133-10.1 and the Relocation Policy of the North Carolina Department of Transportation, it has been determined that the owner-occupants of the dwelling involved in this action are entitled to a **Replacement Housing Payment** in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
4. That the Policy of the Department of Transportation for advanced replacement housing payments in condemnation cases states that:

“An advanced replacement housing payment can be computed and paid to a property owner if the determination of the Department’s acquisition price will be delayed pending the outcome of condemnation proceedings. Since the amount of the replacement housing payment cannot be determined due to the pending condemnation proceedings, a provisional replacement housing payment may be calculated by using the Department’s written offer for the property as the acquisition price. Payments of such amount may be made upon the owner-occupant’s agreements that upon final determination of the condemnation proceedings, the replacement housing payment will be recomputed using the acquisition price determined by the court as compared to the actual price paid or the amount determined by the Department as necessary to acquire a comparable, decent, safe, and sanitary dwelling. Any agreement prepared must be agreed to and signed by both the owner and his attorney. If the amount awarded in the condemnation proceeding as the fair market value of the property acquired plus the amount of the recomputed replacement housing payment exceed the price paid for, or the State’s determined cost of a comparable dwelling, the owner will refund to the State from the court award, an amount equal to the amount of the excess. In no event, shall he be required to refund more than the amount of the Replacement Housing Payment advanced. If the property owner does not agree to such adjustment, the replacement housing payment shall be deferred until the case is finally adjudicated and computed on the basis of the final determination, using the award as the acquisition price.

1. That pursuant to the foregoing paragraph and in consideration of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_for relocation Replacement Housing Payment, the defendant (s), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, agree that the amount of any final verdict, or settlement, exclusive of interest, rendered in his/her/their behalf in this condemnation proceedings shall be reduced by a sum equal to \_\_\_\_percent of the amount by which said verdict or settlement, exclusive of interest, exceeds the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_, so that \_\_\_\_\_\_\_\_percent of the final judgment amount received by the above defendant(s), exclusive of interest, and the Replacement Housing Payment does not exceed the cost of a dwelling comparable to the one taken, as determined by the Department of Transportation pursuant to the above-mentioned statutes and Relocation Policy; but in no event shall the judgment, exclusive of interest, be reduced by more than the amount of the replacement housing payment.

This the \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ APPROVED AND CONSENTED TO:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Josh Stein

Attorney General

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Senior Deputy Attorney General

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney for Defendants(s) Department of Transportation

Assistant Attorney General

NORTH CAROLINA

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public of County, North Carolina certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ personally appeared before me this date, and being duly sworn, stated that in my presence \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_signed the foregoing instrument.

Witness my hand and official seat, this the \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.