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| Revenue Stamps $ | | | | |  | | | |  | | | | | | | | | | | | | | |
| AERIAL UTILITY EASEMENT | | | | | | | | | | | | | | | | | | | | | | | |
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| THIS INSTRUMENT DRAWN BY | | | | | | |  | | | | | CHECKED BY | | | |  | | | | | | | |
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| RETURN TO: | | Division R/W Agent, NCDOT | | | | | | | | | | | | | | | | | | | | | |
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| NORTH CAROLINA | | | | | | TIP/PARCEL NUMBER: | | | | | | | |  | | | | | | | | | |
| COUNTY OF | | |  | | | | | | | WBS ELEMENT: | | | |  | | | | | | | | | |
| TAX PARCEL | | |  | | | | | | | ROUTE: | | | |  | | | | | | | | | |
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| THIS EASEMENT, made and entered into this the | | | | | | | | | | |  | | day of | |  | | | | | 20 | |  | |
| by and between | | | |  | | | | | | | | | | | | | | | | | | | |
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| 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; | | | | | | | | | | | | | | | | | | | | | | | |
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| WITNESSETH | | | | | | | | | | | | | | | | | | | | | | | |
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| THAT WHEREAS, the DEPARTMENT desires to construct and maintain an aerial utility facility through and across the property of GRANTORS, | | | | | | | | | | | | | | | | | | | | | | | |
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| AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS, | | | | | | | | | | | | | | | | | | | | | | | |
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| NOW, THEREFORE, in consideration of said benefits, and further consideration of $ | | | | | | | | | | | | | | | | |  | | | | | |  |
| and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, | | | | | | | | | | | | | | | | | | | | | | | |
| from any and all claims for damages by reason of the construction and maintenance of said aerial utility facility | | | | | | | | | | | | | | | | | | | | | | | |
| across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey | | | | | | | | | | | | | | | | | | | | | | | |
| unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of an | | | | | | | | | | | | | | | | | | | | | | | |
| aerial utility facility across and through the property of GRANTORS located in | | | | | | | | | | | | | | |  | | | | Township, | | | | |
|  | | | | County, and being more fully described in a deed recorded in Book | | | | | | | | | | | | | |  | | | , Page | | |
|  | , |  | | | | | | County Registry, said easement being described as follows: | | | | | | | | | | | | | | | |
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| The final right of way plans showing the above described area 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. | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Said Aerial Utility Easement in perpetuity for the installation and maintenance of an aerial utility facility, and for the 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 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 of Transportation 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 Transportation 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. | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 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: | | | | | | | | | | | | | | | | | | | | | | | | | |
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| This easement is subject to the following provisions only: | | | | | | | | | | | | | | | | | | | | | | | | | |
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| There are no conditions to this agreement not expressed herein. | | | | | | | | | | | | | | | | | | | | | | | | | |
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| To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever; | | | | | | | | | | | | | | | | | | | | | | | | | |
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| The Grantors acknowledge that the project plans for Project # | | | | | | | | | | | | |  | | | | | | | | | | 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 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 # | | | | | | | | | | | | | | |  | | | | | | | | | | , |
|  | 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. | | | | | | | | | | | | | | | | | | | | | | | | | |
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| IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals (or if corporate, has caused this 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. | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 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. | | | | | | | | | | | | | | | | | | | | | | | | | |
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| BY: | | | |  | | | | | | | | | | | | | | | | | | | | | |
|  | | | | (President) | | | | | | | | | | | | | | | | | | | | | |
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| ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: | | | | | | | | | | | |  | | | | | | | | | | | | | |
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|  | | North Carolina, | | |  | | | | | | County | | | | | | | | | | | | | | |
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|  | | I, | |  | | | | | | | | | | | | , a Notary Public for | | | | | | | | | |
|  | |  | | | | County, North Carolina, do hereby certify that | | | | | | | | | | | | | | | | | | | |
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|  | | personally appeared before me this day and acknowledged the due execution of the foregoing instrument. | | | | | | | | | | | | | | | | | | | | | | | |
|  | | Witness my hand and official seal this the | | | | | | | | | | | | | | | | |  | | | day of | | | |
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| (Official Seal) | |  | My commission expires: | | | | | | | |  | | | | | | | | | |  | | | | |
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|  | | North Carolina, | | |  | | | | | | County | | | | | | | | | | | | | | |
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|  | | I, | |  | | | | | | | | | | | | , a Notary Public for | | | | | | | | | |
|  | |  | | | | County, North Carolina, do hereby certify that | | | | | | | | | | | | | | | | | | | |
|  | |  | | | | | | | | | | | | | | | | | | personally came | | | | | |
|  | | before me this day and acknowledged that he/she is president of | | | | | | | | | | | | | | | | | | | | | | | |
|  | |  | | | | | | | | | | | | , a corporation, and that he/she, | | | | | | | | | | | |
|  | | as president, being authorized to do so, executed the foregoing on behalf of the corporation. | | | | | | | | | | | | | | | | | | | | | | | |
|  | | Witness my hand and official seal this the | | | | | | | | | | | | | | | | |  | | | day of | | | |
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|  | |  | Notary Public | | | | | | | | | | | | | | |  | | | | | | | |
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| (Official Seal) | |  | My commission expires: | | | | | | | |  | | | | | | | | | |  | | | | |
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