



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY  
GOVERNOR

November 12, 2008

LYNDO TIPPETT  
SECRETARY

WBS ELEMENT: 11C.095028  
COUNTY: Watauga

DESCRIPTION: Improvement of SR-1156, Big Branch Road

MEMORANDUM TO: Mr. Michael Poe, P. E.  
District Engineer

FROM: Harold B. Bowlin  
Assistant Division Right of Way Agent

FOR: Daneil S. Miles  
Division Right of Way Agent

Per your memorandums dated March 16, 2007 and May 30, 2007, this is to advise that a 50-ft. right of way has been secured for the above referenced project. A copy of the revised straight line sketch has been enclosed for your information. The following agreements contain special provisions:

- Parcel 095 SR1156 001 – Carl Johnson and wife, Laura Johnson** – Special provision concerns a sight distance located at approximate Survey Station 0+00. Also, there is a special provision stating that this agreement applies only to the property owned by the Johnsons and located between approximate Survey Stations 00+00 to 01+15 as property adjoins Big Branch Road.
- Parcel 095 SR1156 002 – David Auton and wife, April Auton** – Special provisions concern a sight distance located at approximate Survey Station 0+00 and the reconnection of driveway(s).
- Parcel 095 SR1156 003 – Derry W. McCormick and wife, Cynthia McCormick** – Special provisions concern the reconnection of driveway(s) and a 2' reduction in right of way located on the northwesterly (left) between approximate Survey Stations 02+42 and 02+49 due to a well.
- Parcel 095 SR1156 004 – Mark Ivey, III and wife, Rosa Ivey** – Special provision concerns the reconnection of driveway(s).
- Parcel 095 SR1156 006 – Martin Dugan and wife, Sarah J. Dugan** – Special provision concerns the reconnection of driveway(s).
- Parcel 095 SR1156 007 – Arthur Ward and wife, Debbie L. Ward** – Special provision concerns the reconnection of driveway(s).
- Parcel 095 SR1156 008 – James K. Ward and wife, Linda S. Ward** – Special provision concerns the reconnection of driveway(s).
- Parcel 095 SR1156 009 – Robert Keith Boughman and wife, Valerie K. Boughman** – Special provision concerns the reconnection of two (2) farm driveway entrances.
- Parcel 095 SR1156 010 – Laura Strupe and husband, Walter Strupe** – Special provisions concern the resetting of fencing and the reconnection of driveway(s).

Mr. Michael Poe, P. E.  
WBS 11C.095028  
Improvement of SR-1156, Big Branch Road  
Watauga County  
November 12, 2008  
Page 2 of 2

**Parcel 095 SR1156 011 – Charles R. Craig and wife, Kathy R. Craig – Special provision concerns the reconnection of driveway(s).**

**Parcel 095 SR1156 012 – Hillard B. Ward and wife, Linda L. Ward; and Anthony Jones and wife, Barbara Jones; and Susanne L. Ward, Single – Special provision concerns the reconnection of driveway(s).**

**Parcel 095 SR1156 013 – Georgia Lee Marshall and husband, Barry G. Marshall – Special provision concerns the reconnection of driveway(s).**

**Parcel 095 SR1156 014 – John Q. Barnes, Single – Special provision concerns the reconnection of driveway(s).**

**Parcel 095 SR1156 015 – Robert M. McGuire and wife, Karen McGuire – Special provisions concerns the reconnection of driveway(s), a 1.9' reduction in right of way to avoid a shed, and a 15' turn around located adjacent to and northeasterly (left) between approximate Survey Stations 34+99 and 35+11.**

Please be advised:

**Parcel 095 SR1156 008 – James K. Ward and wife, Linda S. Ward – Mr. Ward has a possible waste site. Please contact him at (828) 297-2915 prior to construction.**

Also, all wood cut along the project is to be left for the property owners. If wood is timber size, cut into 10' lengths.

***Please note that utility inspections are on hold and have not been completed at this time.***

If further information is needed, please advise.

HBB;DSM/drv

cc: Mr. M. A. Pettyjohn

Attachments

**SR 1156 -- BIG BRANCH ROAD**  
**Watauga County**

**Property Owner Notes:**

**Parcel #8 - James K. Ward**

Possible waste site.  
(828) 297-2915

**Note:** All wood is to be left for property owners. If wood is timber size, cut to 10 foot lengths.



### SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Sam George CHECKED BY H. B. Pauls

RETURN TO: ✓ Danell S. Miles  
Division Right of Way Agent  
407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watauga  
TOWNSHIP OF Laurel Creek

PARCEL 095 SR1156 001  
PROJECT 11C.095028  
SECONDARY ROAD 1156  
Big Branch Road

Carl Johnson and wife, Laura Johnson

the undersigned owners of that certain property described in Deed Book 203 at Page 027 in the Register of Deeds Office of Watauga County, and bounded by \_\_\_\_\_ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department. Its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A-NCAC 02B.0404.

This agreement also includes additional right of way at the intersection located at approximate Survey Station 0+00, described as follows: Beginning at the intersection of the center line of the project with the center line of SR-1123, measure 50 feet along the center line of the project in a southeasterly direction setting Point A. Beginning again at said intersection, measure 150 feet southerly along center line of SR-1123, setting Point B. The additional right of way comprises the triangle bounded by the two roads and a straight line from A to B.

This agreement applies only to the property of the undersigned beginning at approximate Survey Station 00+00 and ending at approximate Survey Station 01+15 as subject property adjoins Big Branch Road (SR-1156).

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.



There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

28<sup>th</sup> day IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the

of MARCH, 2008.

Carl Johnson (SEAL) Laura Johnson (SEAL)  
Carl Johnson Laura Johnson  
(SEAL) (SEAL)



STATE OF NORTH CAROLINA COUNTY OF WATAUGA

I, SAM GEORGE, a Notary Public for CALDWELL County and said state, do hereby certify that CARL JOHNSON AND WIFE LAURA JOHNSON

Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 28<sup>th</sup> day of MARCH, 2008.

My Commission Expires: 4/27/08

Sam George  
NOTARY PUBLIC

STATE OF NORTH CAROLINA, \_\_\_\_\_ County, the foregoing certificate(s) of \_\_\_\_\_ is/ar

e certified to be correct. This instrument and this certificate are duly registered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in Book \_\_\_\_\_ Page \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

REGISTER OF DEEDS FOR WATAUGA COUNTY

BY: \_\_\_\_\_ DEPUTY/ASSISTANT - REGISTER OF DEEDS

20081119005127820 R/W  
Bk: BR1410 Pg: 260  
11/18/2008 01:39:15 PM 1/2



### SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY

Sam George

CHECKED BY

H. B. Bove

RETURN TO: Jimmy L. Caudle  
✓ Division Right of Way Agent  
407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watauga  
TOWNSHIP OF Laurel Creek

PARCEL 095 SR1156 002  
PROJECT 11C-095028  
SECONDARY ROAD 1156  
Big Branch Road

David Auton and wife, April Auton

the undersigned owners of that certain property described in Deed Book 983 at Page 581 in the Register of Deeds Office of Watauga County, and bounded by \_\_\_\_\_ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

This agreement also includes additional right of way at the intersection located at approximate Survey Station 0+00, described as follows: Beginning at the intersection of the center line of the project with the center line of SR-1123, measure 50 feet along the center line of the project in a southeasterly direction setting Point A. Beginning again at said intersection, measure 150 feet northerly along center line of SR-1123, setting Point B. The additional right of way comprises the triangle bounded by the two roads and a straight line from A to B.

The undersigned property owners request that the Department of Transportation enter upon our lands outside of the right of way herein described to the extent that is necessary to reconnect our driveway(s), and we will have no claim as a result of the reconnection of said driveway.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.



There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 26<sup>TH</sup> day of JUNE, 2007.

April Auton (SEAL) David Auton (SEAL)  
April Auton David Auton  
(SEAL) (SEAL)

	STATE OF <u>North Carolina</u> COUNTY OF <u>WATAUGA</u>
	I, <u>SAM GEORGE</u> , a Notary Public for <u>CALDWELL</u> County and said state, do hereby certify that <u>DAVID AUTON AND WIFE APRIL AUTON</u>
	Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
	Witness my hand and official stamp or seal, this the <u>26<sup>TH</sup></u> day of <u>JUNE</u> , 2007.
My Commission Expires: <u>4/27/08</u> <u>Sam George</u> NOTARY PUBLIC	

STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20__ in Book _____, Page _____ at _____ o' clock _____ M.
_____, REGISTER OF DEEDS FOR WATAUGA COUNTY
BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS

20081118000127830 R/3  
BK: BR1410 Pg: 262  
11/18/2008 01:39:17 PM 1/2



### SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY

*Tom George*

CHECKED BY

*H. B. Bawlo*

RETURN TO: Jimmy L. Caudle  
Division Right of Way Agent  
✓ 407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watauga  
TOWNSHIP OF Laurel Creek

PARCEL 095 SR1156 003  
PROJECT 11C.095028  
SECONDARY ROAD 1156  
Big Branch Road

Derry W. McCormick and wife, Cynthia McCormick

the undersigned owners of that certain property described in Deed Book 756 at Page 614 in the Register of Deeds Office of Watauga County, and bounded by \_\_\_\_\_ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way, said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

The undersigned property owners request that the Department of Transportation enter upon our lands outside of the right of way herein described to the extent that is necessary to reconnect our driveway(s), and we will have no claim as a result of the reconnection of said driveway.

It is herein agreed that the right of way described above is reduced 02 feet on the northwesterly (left) of the center line between Survey Stations 02+42 and 02+49, due to a well.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.



There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 15<sup>TH</sup> day of MAY, 2007.

Derry W. McCormick (SEAL) x Cynthia McCormick (SEAL)  
Derry W. McCormick (SEAL) Cynthia McCormick (SEAL)  
(SEAL) (SEAL)

	STATE OF <u>NORTH CAROLINA</u> COUNTY OF <u>WATAUGA</u>
	I, <u>Sam George</u> , a Notary Public for <u>WATAUGA</u> County and said state, do hereby certify that <u>DERRY W. McCORMICK AND WIFE CYNTHIA McCORMICK</u>
	Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the <u>15<sup>TH</sup></u> day of <u>MAY</u> , 2007.
	My Commission Expires: <u>4/27/08</u> <u>Sam George</u> NOTARY PUBLIC

STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20__ in Book _____, Page _____ at _____ o' clock _____ M.
REGISTER OF DEEDS FOR _____ COUNTY
BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS

20091118000127043 R/W  
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### SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Sam Gray CHECKED BY H. B. Bacalo

RETURN TO: Jimmy L. Caudle  
✓ Division Right of Way Agent  
407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watauga  
TOWNSHIP OF Laurel Creek

PARCEL 095 SR1156 004  
PROJECT 11C.095028  
SECONDARY ROAD 1156  
Big Branch Road

Mark M. Ivey, III and wife, Rosa Ivey

the undersigned owners of that certain property described in Deed Book 938 at Page 664 and in Deed Book 1062 at Page 865 in the Register of Deeds Office of Watauga County, and bounded by N/A recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.



There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 29th day of November, 2007.

X Mark M. Ivby, III (SEAL) X Rosa Ivey (SEAL)  
Mark M. Ivby, III Rosa Ivey  
(SEAL) (SEAL)

	STATE OF <u>Florida</u> COUNTY OF <u>Collier</u>
	I, <u>Sara Rives</u> , a Notary Public for <u>Collier</u> County and said state, do hereby certify that <u>Mark Ivey and Rosa Ivey</u>
	Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
	Witness my hand and official stamp or seal, this the <u>29th</u> day of <u>November</u> , 2007.
	My Commission Expires: <u>10-30-09</u>
	<u>Sara Rives</u> NOTARY PUBLIC

STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20__ in Book _____, Page _____ at _____ o'clock _____ M.
_____, REGISTER OF DEEDS FOR WATAUGA COUNTY
BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS

FILED John Townsend  
Register of Deeds Watauga Co. NC  
Recording Fee: \$17.00  
NC Real Estate Tax: 5.6%

2008118820127856 R/W  
Bk: BR1410 Pg: 266  
11/18/2008 01:28:10 PM '12



### SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Sam George CHECKED BY H. B. Bawls

RETURN TO:  Dancil M. Miles  
Division Right of Way Agent  
407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watauga  
TOWNSHIP OF Laurel Creek

PARCEL 095 SR1156 005  
PROJECT 11C-095028  
SECONDARY ROAD 1156  
Big Branch Road

Matthew D. Spencer and wife, Regan D. Spencer

the undersigned owners of that certain property described in Deed Book 1161 at Page 304 and in Deed Book 732 at Page 567 in the Register of Deeds Office of Watauga County, and bounded by recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.040d.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.



There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the

16<sup>th</sup> day of April, 2008.  
[Signature] (SEAL) [Signature] (SEAL)  
Matthew D. Spencer (SEAL) Regan D. Spencer (SEAL)

	STATE OF <u>NC</u> COUNTY OF <u>Watauga</u>
	I, <u>Julie Shastler</u> , a Notary Public for <u>Watauga</u> County and said state, do hereby certify that <u>Matthew D. Spencer</u> <u>Regan D. Spencer</u> Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the <u>16<sup>th</sup></u> day of <u>April</u> , 2008. My Commission Expires: <u>2/29/2012</u> <u>Julie Shastler</u> NOTARY PUBLIC

STATE OF NORTH CAROLINA, \_\_\_\_\_ County, the foregoing certificate(s) of \_\_\_\_\_ is/ar  
 e certified to be correct. This instrument and this certificate are duly registered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_ at \_\_\_\_\_ o' clock \_\_\_\_\_ M.  
 \_\_\_\_\_, REGISTER OF DEEDS FOR WATAUGA COUNTY  
 BY: \_\_\_\_\_, DEPUTY/ASSISTANT - REGISTER OF DEEDS



**SECONDARY ROAD RIGHT OF WAY AGREEMENT**

THIS INSTRUMENT DRAWN BY Sam George CHECKED BY A. B. Bowers

RETURN TO:  Jimmy L. Caudle  
Division Right of Way Agent  
407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watauga  
TOWNSHIP OF Laurel Creek

PARCEL 095 SR1156 006  
PROJECT 11C.095028  
SECONDARY ROAD 1156  
Bie Branch Road

Martin Dugan and wife, Sarah J. Dugan

the undersigned owners of that certain property described in Deed Book 264 at Page 441 in the Register of Deeds Office of Watauga County, and bounded by \_\_\_\_\_ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

The undersigned property owners request that the Department of Transportation enter upon our lands outside of the right of way herein described to the extent that is necessary to reconnect our driveway(s), and we will have no claim as a result of the reconnection of said driveway.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.



There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 14 day of NOVEMBER, 2007.

Sarah J. Dugan (SEAL) Martin Dugan (SEAL)  
Sarah J. Dugan (SEAL) Martin Dugan (SEAL)  
(SEAL) (SEAL)

	STATE OF <u>NORTH CAROLINA</u> COUNTY OF <u>CALDWELL</u>
	I, <u>SAM GEORGE</u> , a Notary Public for
	<u>Watauga</u> County and said state, do hereby certify
	that <u>MARTIN DUGAN AND WIFE SARAH J. DUGAN</u>
	Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this the <u>14</u> day of <u>NOVEMBER</u> , 2007.	
My Commission Expires: <u>4/29/08</u>	
<u>Sam George</u> NOTARY PUBLIC	

STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20____ in Book _____, Page _____ at _____ o'clock _____ M.
_____, REGISTER OF DEEDS FOR _____ COUNTY
BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS

FILED John Townsend  
Register of Deeds, Watauga Co. NC  
Recording Fee: \$17.00  
NC Real Estate Tax: \$5.00

20081119000127679 R/JH  
Bk: BR1410 Pg: 270  
11/18/2008 04:39:21 PM 1/2



## SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY

*Sam George*

CHECKED BY

*H. B. Powell*

RETURN TO: Jimmy L. Caudle  
Division Right of Way Agent  
407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watauga  
TOWNSHIP OF Laurel Creek

PARCEL: 095 SR1156 007  
PROJECT: 11C-095028  
SECONDARY ROAD: 1156  
Big Branch Road

Arthur Ward and wife, Debbie L. Ward

the undersigned owners of that certain property described in Deed Book 1057 at Page 117 and in Deed Book 356 at Page 667 in the Register of Deeds Office of Watauga County, and bounded by \_\_\_\_\_ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way, said right of way being the width indicated and across said property as follows:

50-foot in width measured 25-foot on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

The undersigned property owners request that the Department of Transportation enter upon our lands outside of the right of way herein described to the extent that is necessary to reconnect our driveway(s), and we will have no claim as a result of the reconnection of said driveway.

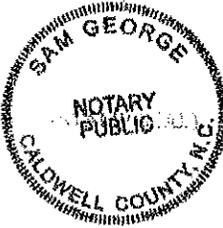
It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.



There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 15<sup>th</sup> day of JANUARY, 2008.

Arthur Ward (SEAL) Debbie L. Ward (SEAL)  
Arthur Ward Debbie L. Ward  
(SEAL) (SEAL)

	STATE OF <u>NORTH CAROLINA</u> COUNTY OF <u>WATAUGA</u>
	I, <u>SAM GEORGE</u> , a Notary Public for <u>CALDWELL COUNTY</u> County and said state, do hereby certify that <u>ARTHUR WARD AND WIFE DEBBIE L. WARD</u>
	Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the <u>15<sup>th</sup></u> day of <u>JANUARY</u> , 2008.
	My Commission Expires: <u>4/27/08</u> <u>Sam George</u> NOTARY PUBLIC

STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20____ in Book _____, Page _____ at _____ o' clock _____ M.
_____, REGISTER OF DEEDS FOR WATAUGA COUNTY
BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS

20081119000127600 R/W  
Bk: BR1410 Pg: 272  
11/19/2008 01:38:22 PM 1/2



### SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Sam George CHECKED BY H. P. Bowers

RETURN TO:  Jimmy L. Caudle  
Division Right of Way Agent  
407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watauga  
TOWNSHIP OF Laurel Creek

PARCEL 095 SR1156 008  
PROJECT 11C.095028  
SECONDARY ROAD 1156  
Big Branch Road

James K. Ward and wife, Linda S. Ward

the undersigned owners of that certain property described in Deed Book 1358 at Page 487 in the Register of Deeds Office of Watauga County, and bounded by \_\_\_\_\_ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

The undersigned property owners request that the Department of Transportation enter upon our lands outside of the right of way herein described to the extent that is necessary to reconnect our driveway(s), and we will have no claim as a result of the reconnection of said driveway: \_\_\_\_\_

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.



There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 28<sup>th</sup> day of JUNE, 2007.

James K. Ward  
James K. Ward

(SEAL)

Linda S. Ward  
Linda S. Ward

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)



STATE OF NORTH CAROLINA COUNTY OF WATAUGA

I, SAM GEORGE, a Notary Public for CALDWELL County and said state, do hereby certify that JAMES K. WARD AND WIFE LINDA S. WARD

Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 28 day of JUNE, 2007.

My Commission Expires: 4/27/08

Sam George  
NOTARY PUBLIC

STATE OF NORTH CAROLINA, \_\_\_\_\_ County, the foregoing certificate(s) of \_\_\_\_\_ is/are certified to be correct. This instrument and this certificate are duly registered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_ at \_\_\_\_\_ o' clock \_\_\_\_\_ M.

\_\_\_\_\_, REGISTER OF DEEDS FOR \_\_\_\_\_ COUNTY

BY: \_\_\_\_\_, DEPUTY/ASSISTANT -- REGISTER OF DEEDS



### SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Earn George

CHECKED BY N. B. Paine

RETURN TO: Daneil M. Miles  
Division Right of Way Agent  
407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watauga  
TOWNSHIP OF Laurel Creek

PARCEL 095 SR1156 009  
PROJECT 11C.095028  
SECONDARY ROAD 1156  
Big Branch Road

Robert Keith Boughman and wife, Valerie K. Boughman

the undersigned owners of that certain property described in Deed Book 262 at Page 240 in the Register of Deeds Office of Watauga County, and bounded by \_\_\_\_\_, recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-foot in width measured 25-foot on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

The undersigned property owners request that the Department of Transportation enter upon our lands outside of the right of way herein described to the extent that is necessary to construct two (2) farm driveway entrances at locations to be agreed upon by the undersigned and the Department, during construction of the project. Said driveway entrance will only be roughed in and seeded, and we will have no claim as a result of the reconnection of said driveway.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the

7th day of APRIL, 2008.

X Robert Keith Boughman (SEAL) X \_\_\_\_\_ (SEAL)  
Robert Keith Boughman

Valerie K. Boughman (SEAL) \_\_\_\_\_ (SEAL)  
Valerie K. Boughman

	STATE OF <u>North Carolina</u> COUNTY OF <u>Watauga</u>
	I, <u>Denise Deitz</u> , a Notary Public for <u>Watauga</u> County and said state, do hereby certify that <u>Robert Keith Boughman</u> <u>Valerie K. Boughman</u> Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the <u>7th</u> day of <u>April</u> , 2008. My Commission Expires: <u>6-2-09</u> <u>Denise Deitz</u> NOTARY PUBLIC



STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/ar e certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20____ in Book _____, Page _____ at _____ o' clock _____ M. _____, REGISTER OF DEEDS FOR WATAUGA COUNTY BY: _____ DEPUTY/ASSISTANT - REGISTER OF DEEDS
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2008110000127750 6/1  
BK: BR1410 Pg: 246  
11/18/2008 01:09:09 PM 1/2



### SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Sam George

CHECKED BY H. B. Bower

RETURN TO: Jimmy L. Caudle  
Division Right of Way Agent  
407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watauga  
TOWNSHIP OF Laurel Creek

PARCEL 095 SR1156 010  
PROJECT 11C.095028  
SECONDARY ROAD 1156  
Big Branch Road

Laura Strupe and husband, Walter Strupe

the undersigned owners of that certain property described in Deed Book 673 at Page 296 in the Register of Deeds Office of Watauga County, and bounded by \_\_\_\_\_ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

The undersigned property owners request that the Department of Transportation enter upon our lands outside the above described right of way and/or easement area, for the purpose of resetting the fencing located within the right of way of the above project. Said fencing to be reset by the Department or its designated contractor during the construction of the above project, using materials from the existing fencing or materials furnished by the undersigned, and the undersigned shall have no claim as a result thereof.

The undersigned property owners request that the Department of Transportation enter upon our lands outside of the right of way herein described to the extent that is necessary to reconnect our driveway(s), and we will have no claim as a result of the reconnection of said driveway.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.



There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 14 day of April, 2008.

Laura Strupe (SEAL) Walter Strupe (SEAL)  
Laura Strupe (SEAL) Walter Strupe (SEAL)  
(SEAL) (SEAL)

	STATE OF <u>North Carolina</u> COUNTY OF <u>Forsyth</u>
	I, <u>Nancy Lineberry</u> , a Notary Public for <u>Forsyth</u> County and said state, do hereby certify that <u>Laura Strupe and her husband Walter Strupe</u> Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the <u>14</u> day of <u>April</u> , 2008.
	My Commission Expires: <u>June 1, 2009</u>
	<u>Nancy Lineberry</u> NOTARY PUBLIC

STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20____ in Book _____, Page _____ at _____ o' clock _____ M.
BY: _____ REGISTER OF DEEDS FOR _____ COUNTY DEPUTY/ASSISTANT - REGISTER OF DEEDS



### SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Sam George CHECKED BY H. B. Paul

RETURN TO: Daneil S. Miles  
Division Right of Way Agent  
407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watauga  
TOWNSHIP OF Laurel Creek

PARCEL 095 SR1156 011  
PROJECT 11C.095028  
SECONDARY ROAD 1156  
Big Branch Road

Charles R. Craig and wife, Kathy R. Craig

the undersigned owners of that certain property described in Deed Book 022 at Page 013 in the Register of Deeds Office of Watauga County, and bounded by \_\_\_\_\_ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

The undersigned property owners request that the Department of Transportation enter upon our lands outside of the right of way herein described to the extent that is necessary to reconnect our driveway(s), and we will have no claim as a result of the reconnection of said driveway.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.



There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the

6<sup>th</sup> day of May, 2008.

X Charles R. Craig (SEAL) X Kathy R. Craig (SEAL)  
Charles R. Craig Kathy R. Craig

	STATE OF <u>North Carolina</u> COUNTY OF <u>Gaston</u>
	I, <u>Deborah P. Murphree</u> , a Notary Public for <u>Gaston</u> County, and said state, do hereby certify that <u>Charles R. Craig, Kathy R. Craig</u> Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the <u>6<sup>th</sup></u> day of <u>May</u> , 2008. My Commission Expires: <u>May 25, 2008</u> <u>Deborah P. Murphree</u> NOTARY PUBLIC

STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20__ in Book _____, Page _____ at _____ o' clock _____ M.
REGISTER OF DEEDS FOR WATAUGA COUNTY
BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS

2009110800127776 R/A  
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11/18/2009 04:38:11 PM 1/2



### SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY

*Sam George*

CHECKED BY

*A. B. Bawli*

RETURN TO: Jimmy L. Caudle  
Division Right of Way Agent  
407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watnaga  
TOWNSHIP OF Laurel Creek

PARCEL 095 SR1156 012  
PROJECT 11C.095028  
SECONDARY ROAD 1156  
Big Branch Road

Hillard B. Ward and wife, Linda L. Ward; and Anthony Jones and wife, Barbara Jones;  
and Susanne L. Ward, Single

the undersigned owners of that certain property described in Deed Book 797, at Page 490 in the Register of Deeds Office of Watnaga County, and bounded by \_\_\_\_\_ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-foot in width measured 25-foot on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

The undersigned property owners request that the Department of Transportation enter upon our lands outside of the right of way herein described to the extent that is necessary to reconnect our driveway(s), and we will have no claim as a result of the reconnection of said driveway.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.



There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have herunto set our hands and affixed our seals this the 20<sup>TH</sup> day of JUNE, 2007.

X <u>Hillard B. Ward</u> (SEAL)	X <u>Linda L. Ward</u> (SEAL)
Hillard B. Ward	Linda L. Ward
X <u>Susanne L. Ward</u> (SEAL)	X <u>Barbara Jones</u> (SEAL)
Susanne L. Ward	Barbara Jones
	X <u>Anthony Jones</u> (SEAL)
	Anthony Jones

	STATE OF <u>NORTH CAROLINA</u> COUNTY OF <u>WATAUGA</u>
	I, <u>SAM GEORGE</u> , a Notary Public for <u>CALDWELL</u> County and said state, do hereby certify that <u>HILLARD B. WARD AND WIFE LINDA L. WARD AND ANTHONY JONES AND WIFE BARBARA JONES AND SUSANNE L. WARD</u> Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
	Witness my hand and official stamp or seal, this the <u>20<sup>TH</sup></u> day of <u>JUNE</u> , 2007.
	My Commission Expires: <u>4/27/08</u>
	<u>SAM GEORGE</u> NOTARY PUBLIC

STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20__ in Book _____, Page _____ at _____ o' clock _____ M.
_____, REGISTER OF DEEDS FOR _____ COUNTY
BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS

2008110000127700 R/W  
Bk: BR1410 Pg: 252  
11/18/2008 01:39:12 PM 1/2



### SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Sam George

CHECKED BY H. D. Bawler

RETURN TO: Jimmy L. Caudle  
Division Right of Way Agent  
407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watauga  
TOWNSHIP OF Laurel Creek

PARCEL 095 SR1156 013  
PROJECT 11C-095028  
SECONDARY ROAD 1156  
Big Branch Road

Georgia Lee Marshall and husband, Barry G. Marshall

the undersigned owners of that certain property described in Deed Book 510 at Page 716 in the Register of Deeds Office of Watauga County, and bounded by \_\_\_\_\_ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

~~50-foot in width measured 25-foot on each side of the center line of the road; said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.~~

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

The undersigned property owners request that the Department of Transportation enter upon our lands outside of the right of way herein described to the extent that is necessary to reconnect our driveway(s), and we will have no claim as a result of the reconnection of said driveway.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.



There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 10 day of March, 2008.

X Georgia Lee Marshall (SEAL) X Barry G. Marshall (SEAL)  
Georgia Lee Marshall Barry G. Marshall  
\_\_\_\_\_  
(SEAL) (SEAL)

	STATE OF <u>NC</u> COUNTY OF <u>Watauga</u>
	I, <u>Robin B. Triplett</u> , a Notary Public for <u>Watauga</u> County and said state, do hereby certify that <u>Georgia Lee Marshall &amp; Barry G. Marshall</u>
	Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
	Witness my hand and official stamp or seal, this the <u>10</u> day of <u>March</u> , 2008.
	My Commission Expires: <u>5/8/2008</u> <u>Robin B. Triplett</u> NOTARY PUBLIC

STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20__ in Book _____, Page _____ at _____ o'clock _____ M.
_____, REGISTER OF DEEDS FOR WATAUGA COUNTY
BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS

20081118300127790 B/M  
BK: BR1410 Pg: 254  
11/18/2008 01:39:13 PM 1/2



### SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Sam Gray CHECKED BY H. B. Rawls

RETURN TO: Jimmy L. Caudle  
Division Right of Way Agent  
407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watauga  
TOWNSHIP OF Laurel Creek

PARCEL 095 SR1156 01A  
PROJECT 11C.095028  
SECONDARY ROAD 1156  
Big Branch Road

John Q. Barnes, Single

the undersigned owners of that certain property described in Deed Book 149 at Page 066 in the Register of Deeds Office of Watauga County, and bounded by \_\_\_\_\_ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-foot in width measured 25-foot on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

The undersigned property owners request that the Department of Transportation enter upon our lands outside of the right of way herein described to the extent that is necessary to reconnect our driveway(s), and we will have no claim as a result of the reconnection of said driveway.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.



There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 21<sup>ST</sup> day of JUNE, 2007.

John Q. Barnes (SEAL) \_\_\_\_\_ (SEAL)  
John Q. Barnes (SEAL) \_\_\_\_\_ (SEAL)

	STATE OF <u>NORTH CAROLINA</u> COUNTY OF <u>WATAUGA</u>
	I, <u>SAM GEORGE</u> , a Notary Public for <u>WATAUGA</u> County and said state, do hereby certify that <u>JOHN Q. BARNES (SINGLE)</u>
	Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the <u>21<sup>ST</sup></u> day of <u>JUNE</u> , 2007.
	My Commission Expires: <u>4/27/08</u> <u>Sam George</u> NOTARY PUBLIC

STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20__ in Book _____, Page _____ at _____ o' clock _____ M.
_____, REGISTER OF DEEDS FOR WATAUGA COUNTY
BY: _____, DEPUTY/ASSISTANT - REGISTER OF DEEDS

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SECONDARY ROAD RIGHT OF WAY AGREEMENT

THIS INSTRUMENT DRAWN BY Sam George CHECKED BY K.B. Powell

RETURN TO: Jimmy L. Caudle  
Division Right of Way Agent  
407 Oakwoods Road  
Wilkesboro, NC 28697

NORTH CAROLINA  
COUNTY OF Watauga  
TOWNSHIP OF Laurel Creek

PARCEL 095 SR1156 015  
PROJECT 11C.095028  
SECONDARY ROAD 1156  
Big Branch Road

Robert M. McGuire and wife, Karen McGuire  
the undersigned owners of that certain property described in Deed Book 832 at Page 001 in the Register of Deeds Office of Watauga County, and bounded by \_\_\_\_\_ recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the North Carolina Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

50-feet in width measured 25-feet on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes, sedimentation control, and drainage of the road.

It is understood and agreed that the 50-foot right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. The undersigned property owners further agree not to erect any structures, including masonry mailboxes, masonry driveway headwalls, any fencing, etc., or engage in cultivation within the right of way granted herein except as approved by the North Carolina Department of Transportation pursuant to G.S. 136-93 and N. C. Administrative Code, 19A NCAC 02E.0404.

The undersigned property owners request that the Department of Transportation enter upon our lands outside of the right of way herein described to the extent that is necessary to reconnect our driveway(s), and we will have no claim as a result of the reconnection of said driveway.

It is herein agreed that the right of way described above is reduced 1.9 feet on the Northwesterly (left) of and between Survey Station 34+85 to 34+87 due to a shed.

This agreement includes additional right-of-way for a turn around being 15 feet in width located adjacent to and Northwesterly (left) of the above described 25-foot right of way at Survey Station 35+11 and being 17.5 feet in width located adjacent to and Northerly (left) of Survey Station 34+99. Also included as a right-of-way boundary for this project would be a straight line between a point lying 23.1 feet Northwesterly of Survey Station 34+87 and a point lying 42.5 feet Northerly of Survey Station 34+99 of Survey Line Centerline.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.



There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

x Robert M McGuire (SEAL) x Karen McGuire (SEAL)  
Robert H. McGuire Karen McGuire  
\_\_\_\_\_  
(SEAL) (SEAL)  
\_\_\_\_\_  
(SEAL) (SEAL)

	STATE OF <u>NORTH CAROLINA</u> COUNTY OF <u>WATAUGA</u>
	I, <u>SAM GEORGE</u> , a Notary Public for <u>CALDWELL</u> County and said state, do hereby certify that <u>ROBERT M. MCGUIRE AND WIFE KAREN MCGUIRE</u>
	Grantors, personally appeared before me this day and acknowledged the execution of the foregoing instrument.
	Witness my hand and official stamp or seal, this the <u>28TH</u> day of <u>JUNE</u> , 20 <u>07</u> .
	My Commission Expires: <u>4/27/08</u> <u>Sam George</u> NOTARY PUBLIC

STATE OF NORTH CAROLINA, _____ County, the foregoing certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered on the _____ day of _____, 20____ in Book _____, Page _____ at _____ o'clock _____ M.
_____, REGISTER OF DEEDS FOR _____ COUNTY
BY: _____, DEPUTY/ASSISTANT -- REGISTER OF DEEDS