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STANLY COUNTY NC 02/10/2004 \$20.00
STATE OF NORTH CAROLINA Real Estate Excise Tax

Book 0982 Page 0026
FILED STANLY COUNTY NC 02/10/2004 2:30 PM CECIL ALMOND Register Of Deeds

\$20.00

Revenue Stamps \$20.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Donald E. Mauldin CHECKED BY Chen D. Nye

RETURN TO: NCDOT, Right of Way Department
206 Charter Street
Albemarle, NC 28001

NORTH CAROLINA STATE HIGHWAY PROJECT: 6.689001B
COUNTY OF Stanly PARCEL NUMBER: R-0967 CA/ 009z
TAX MAP AND LOT 5565.04-81-1137 ROUTE: Hwy. 24/27

THIS FEE SIMPLE DEED, made and entered into this the 11th day of December 20 03
by and between THOMAS W. ARMSTRONG & wife MARLA J. ARMSTRONG

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 10,000.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Furr Township, Stanly County, North Carolina, which is particularly described as follows:

BEGINNING at the point of intersection of the western property line of the undersigned, if extended, common with Jerry B. Adams, et al, now or formerly and Survey Line L; thence in a northerly direction along the western property line of the undersigned, if extended, and the western property line common with Jerry D. Adams, et al, now or formerly to a point 15.5 m. (50.85 ft.) north of and normal to Survey Line L; thence in an easterly direction in a straight line to a point 15.5 m. (50.85 ft.) north of and normal to Survey Station 16+35, Survey Line L; thence in a northerly direction in a straight line to a point 38.5 m. (126.31 ft.) north of and normal to Survey Station 16+35, Survey Line L; thence in a northeasterly direction in a straight line to a point 51 m. (167.32 ft.) north of and normal to Survey Station 16+50, Survey Line L; thence in an easterly direction 51 m. (167.32 ft.) north of and parallel to Survey Line L to the point of intersection with the eastern property line of the undersigned, common with Judy Coley Godwin, et al, now or formerly; thence in a southerly direction along the eastern property line of the undersigned, an eastern property line, if extended, common with Judy Coley Godwin, et al, now or formerly to the point of intersection with Survey Line L; thence in a westerly direction along Survey Line L to the point of BEGINNING.

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:

The undersigned Grantor further conveys Permanent Easement Area to be used solely for the construction and perpetual maintenance of drainage installation described as follows:

PERMANENT DRAINAGE EASEMENT AREA IS DESCRIBED AS FOLLOWS:

BEGINNING at a point 15.5 m. (50.85 ft.) north of and normal to Survey Station 16+00, Survey Line L; thence in a northerly direction in a straight line to a point 27.77 m. (91.11 ft.) north of and normal to Survey Station 16+00, Survey Line L; thence in an easterly direction in a straight line to a point 27.77 m. (91.11 ft.) north of and normal to Survey Station 16+08, Survey Line L; thence in a southerly direction in a straight line to a point 15.5 m. (50.85 ft.) north of and normal to Survey Station 16+08, Survey Line L; thence in a westerly direction in a straight line to the point of BEGINNING.

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TEMPORARY DRAINAGE EASEMENT AREA IS DESCRIBED AS FOLLOWS:

BEGINNING at a point 23.36 m. (76.62 ft.) north of and normal to Survey Station 15+90, Survey Line L; thence in a northerly direction in a straight line toward a point 62 m. (203.41 ft.) north of and normal to Survey Station 15+90, Survey Line L to the point of intersection with the western property line of the undersigned common with Jerry D. Adams, et al, now or formerly; thence in a northerly direction along the western property line of the undersigned common with Jerry D. Adams, et al, now or formerly to the point of intersection with a straight line having its beginning point 73 m. (239.5 ft.) north of and normal to Survey Station 15+83.50 and its ending point 73 m. (239.5 ft.) north of and normal to Survey Station 16+04.5, Survey Line L; thence in an easterly direction in a straight line to a point 73 m. (239.5 ft.) north of and normal to Survey Station 16+04.5, Survey Line L; thence in a southerly direction in a straight line to a point 62 m. (203.41 ft.) north of and normal to Survey Station 16+04.5, Survey Line L; thence in a westerly direction in a straight line to a point 62 m. (203.41 ft.) north of and normal to Survey Station 15+96, Survey Line L; thence in a southerly direction in a straight line to a point 24.69 m. (80.98 ft.) north of and normal to Survey Station 15+96, Survey Line L; thence in a southwesterly direction in a straight line to the point of BEGINNING.

TEMPORARY CONSTRUCTION EASEMENT AREAS ARE DESCRIBED AS FOLLOWS:

AREA 1: An area outside of and adjacent to the northern right of way boundary of the project, said area having a maximum width of 9.84 m. (32.29 ft.) lying north of and between the western property line of the undersigned common with Jerry D. Adams, et al, now or formerly and Survey Station 16+00, Survey Line L.

AREA 2: An area outside of and adjacent to the northern right of way boundary of the project, said area having a maximum width of 10.41 m. (34.15 ft.) lying north of and between Survey Station 16+08 and Survey Station 16+35, Survey Line L.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

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 Temporary Construction Easement Areas 1 & 2 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 is no longer needed. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits will terminate upon completion of the project.

We, the undersigned property owners, 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 claims for damages as a result of the reconnection of said driveway.

The hereinabove described Temporary Drainage Easement Area will expire upon completion of the project.

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Stanly County Registry in Deed Book 847 Page 408.

The final right of way plans showing the above described right of way 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.

The GRANTORS by the execution of this instrument, acknowledge that the plans for the above referenced project as they affect their remaining property have been fully explained to them or their authorized representative, and they do hereby release the Grantee, its successors and assigns from any and all claims for damages resulting from the construction of said project or from the past, present or future use of said premises herein conveyed for any purpose for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions: None.

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the 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.

 (SEAL)
THOMAS W. ARMSTRONG

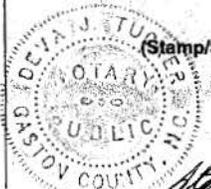
 (SEAL)
MARLA J. ARMSTRONG

ACCEPTED FOR DEPT. OF TRANSPORTATION BY:  FEB 05 2004

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 (Stamp/Seal) <i>Stanly Co. N.C.</i>	STATE OF <u>North Carolina</u> COUNTY OF <u>Gaston</u>
	I, <u>Deva J. Tucker</u> a Notary Public for said County and State, so hereby certify that <u>Thomas W Armstrong</u> <u>Mark J Armstrong</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>11</u> day of <u>Dec</u> , 20 <u>03</u> .
	My commission expires <u>1-20-2004</u> <u>Deva J. Tucker</u> Notary Public

The foregoing Certificate(s) of Deva J. Tucker
is/are certified to be correct. This instrument and this certificate are duly registered on the 10th day of Feb, 20 04 in Book 982, Page 26 at 2:30 o'clock P. M.
Cecil S. Almond REGISTER OF DEEDS FOR Stanly COUNTY
BY: Lucy Ammons Deputy/Assistant - Register of Deeds