

For Registration Register of Deeds  
William Britton

Moore County, NC

Electronically Recorded

March 23, 2023 10:26:36 AM

Book: 5988 Page: 458 - 460 #Pages: 3

Fee: \$26.00 NC Rev Stamp: \$90.00

Instrument# 2023003556

Revenue Stamps \$ 90.00

**PERMANENT UTILITY EASEMENT**

THIS INSTRUMENT DRAWN BY Lance Laliberte CHECKED BY Llyod Johnston

RETURN TO: TELICS Right of Way Services  
2540 Mill Street  
Winterville, NC 28590

NORTH CAROLINA  
COUNTY OF Moore  
TAX PARCEL 00004010

TIP/PARCEL NUMBER: U-3628 039  
WBS ELEMENT: 44672.2.1  
ROUTE: NC 24-27 (Monroe Street) West of  
NC 22 to US 15/501 in Carthage

THIS EASEMENT, made and entered into this the 9<sup>th</sup> day of February 20 23  
by and between Arthur M. Blue and wife, Amanda M. Blue  
432 Meyer Farm Road  
Pinehurst, NC 28374

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;

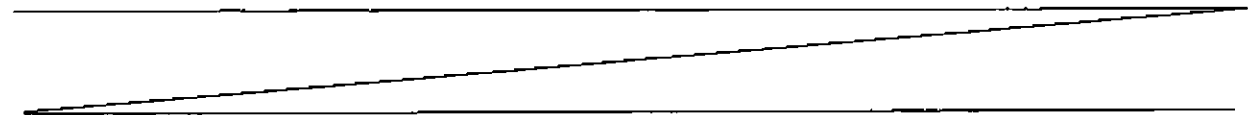
WITNESSETH

THAT WHEREAS, the DEPARTMENT desires to construct and maintain a utility facility through and across the property of GRANTORS,

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,

NOW, THEREFORE, in consideration of said benefits, and further consideration of \$ 45,000.00 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 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 a utility facility across and through the property of GRANTORS located in 02: Carthage Township, Moore County, and being more fully described in a deed recorded in Book 2520, Page 447, Moore County Registry, said easement being described as follows:

Point of beginning being S 8°21'30.8" E, 71.299 feet from -L- Sta 31+00 thence to a point on a bearing of N 35°59'41.9" E 21.084 feet thence to a point on a bearing of N 54°7'21.0" W 100.034 feet thence to a point on a bearing of S 35°59'41.9" W 21.792 feet thence to a point on a bearing of S 54°31'41.7" E 100.037 feet returning to the point and place of beginning. Having an area of 2144.521 Sqr feet being 0.049 acres. Approximately.



COUNTY: Moore WBS ELEMENT: 44672.2.1 TIP/PARCEL NO.: U-3628 039

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.

Said Permanent Utility Easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises 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 lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The underlying fee owner shall have the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

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 permanent utility easement area(s). It is further understood and agreed that Permanent Utility Easement shall be used by the Department for additional working area during the above described project.

IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

None.

This easement is subject to the following provisions only:

It is understood and agreed that the total consideration set forth above shall be made payable to **Schweizer & Associates, PLLC** and after satisfaction of all taxes, liens, encumbrances on this parcel, the remaining balance shall be disbursed in accordance with the Grantors' directions, and the Grantors shall have no claim against the Department as a result thereof.

There are no conditions to this EASEMENT not expressed herein.

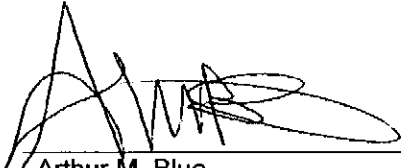
To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

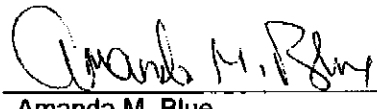
The Grantors acknowledge that the project plans for Project # 44672.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of 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 # 44672.2.1, Moore 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.

COUNTY: Moore WBS ELEMENT: 44672.2.1 TIP/PARCEL NO.: U-3628 039

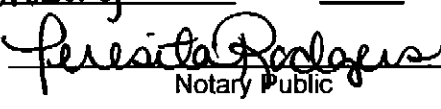
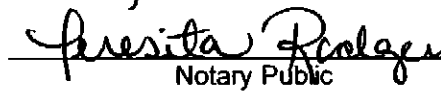
IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

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.

 (SEAL)  
Arthur M. Blue

 (SEAL)  
Amanda M. Blue

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: 

<p><b>TERESITA RODGERS</b> Notary Public, North Carolina <u>Moore County</u> My Commission Expires March 09, 2027</p>	<p>North Carolina, <u>Moore</u> County</p> <p>I, <u>Teresita Rodgers</u>, a Notary Public for <u>Moore</u> County, North Carolina, do hereby certify that <u>Arthur M. Blue</u> personally appeared before me this day and acknowledged the due execution of the foregoing instrument.</p> <p>Witness my hand and official seal this the <u>9<sup>th</sup></u> day of <u>February</u>, 20 <u>23</u>.</p> <p> Notary Public</p> <p>My commission expires: <u>03-09-2027</u></p>
<p><b>TERESITA RODGERS</b> Notary Public, North Carolina <u>Moore County</u> My Commission Expires March 09, 2027</p>	<p>North Carolina, <u>Moore</u> County</p> <p>I, <u>Teresita Rodgers</u>, a Notary Public for <u>Moore</u> County, North Carolina, do hereby certify that <u>Amanda M. Blue</u> personally appeared before me this day and acknowledged the due execution of the foregoing instrument.</p> <p>Witness my hand and official seal this the <u>9<sup>th</sup></u> day of <u>February</u>, 20 <u>23</u>.</p> <p> Notary Public</p> <p>My commission expires: <u>03-09-2027</u></p>