

For Registration
Fredrick Smith
Register of Deeds
Mecklenburg County, NC
Electronically Recorded
2025 Dec 19 11:24 AM RE Excise Tax: \$ 150.00
Book: 40086 Page: 865 - 868 Fee: \$ 26.00
Instrument Number: 2025130709

Fredrick Smith

Revenue Stamps \$ 150.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Jason Callicutt CHECKED BY Dennis A. Peebles, Jr.

The hereinafter described property Does Does not include the primary residence of the Grantor

RETURN TO: Hawke Law Firm, PLLC
1319 Military Cutoff Rd Suite CC, #336
Wilmington, NC 28405

NORTH CAROLINA TIP/PARCEL NUMBER: R-5721B 050
COUNTY OF Mecklenburg WBS ELEMENT: 50215.2.3
TAX PARCEL 00901105 ROUTE: NC-73

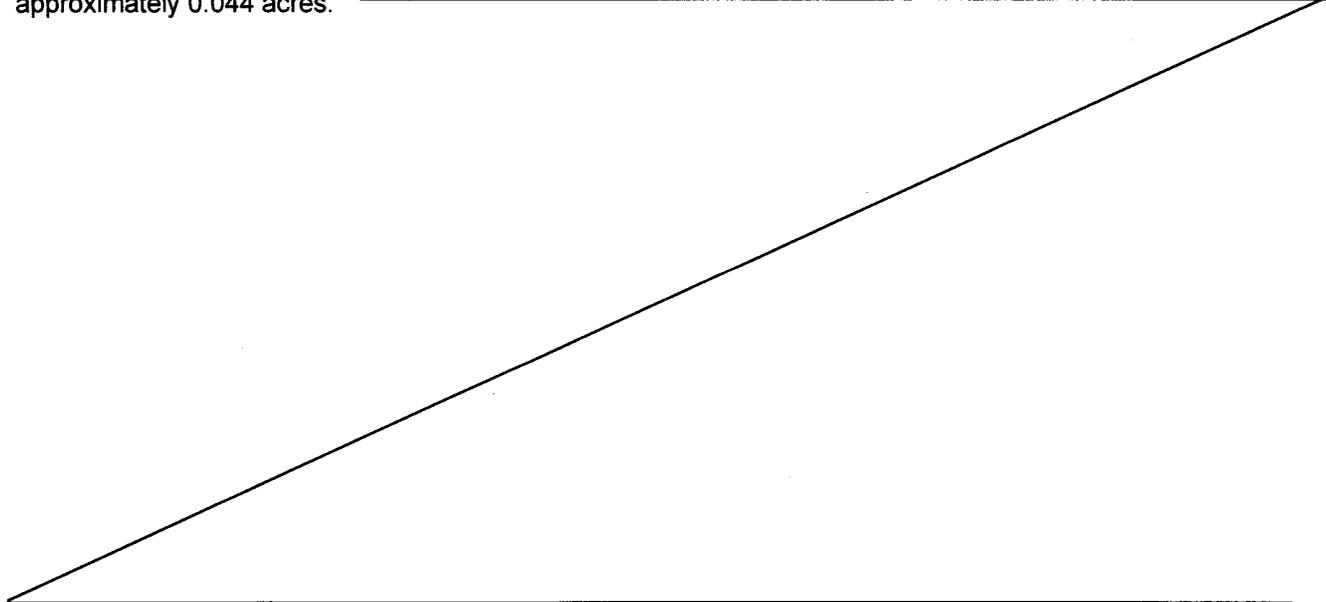
THIS FEE SIMPLE DEED, made and entered into this the 18th day of September 20 25
by and between Michael Bodenstein, single
15602 Highway 73, Huntersville, NC 28078

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 the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 75,000.00 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 Huntersville Township, Mecklenburg County, North Carolina, which is particularly described as follows:

Point of beginning being N 54°46'25.2" E, 172.485 feet from -L- Sta 355+00 thence to a point on a bearing of N 58°6'26.3" W 10.920 feet thence along a curve 97.675 feet and having a radius of 1899.880 feet. The chord of said curve being on a bearing of S 38°0'49.6" W, a distance of 97.664 feet thence along a curve 39.008 feet and having a radius of 1249.364 feet. The chord of said curve being on a bearing of S 40°22'51.9" W, a distance of 39.007 feet thence to a point on a bearing of S 68°51'54.0" E 17.909 feet thence along a curve 132.739 feet and having a radius of 1338.500 feet. The chord of said curve being on a bearing of N 35°59'50.7" E, a distance of 132.685 feet returning to the point and place of beginning. Having an area of approximately 0.044 acres.



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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:

Permanent Utility Easement described as follows:

Area One:

Point of beginning being N 54°46'25.2" E, 172.485 feet from -L- Sta 355+00 thence along a curve 82.053 feet and having a radius of 1338.500 feet. The chord of said curve being on a bearing of S 34°54'45.3" W, a distance of 82.040 feet thence to a point on a bearing of S 53°19'52.5" E 29.500 feet thence to a point on a bearing of N 34°26'46.9" E 13.845 feet thence to a point on a bearing of S 53°54'39.3" E 5.255 feet thence to a point on a bearing of N 35°24'43.6" E 0.524 feet thence to a point on a bearing of N 35°24'43.6" E 10.000 feet thence to a point on a bearing of N 35°24'43.6" E 0.159 feet thence to a point on a bearing of N 54°21'24.4" W 5.145 feet thence to a point on a bearing of N 33°25'39.7" E 59.957 feet thence to a point on a bearing of N 58°6'26.3" W 28.061 feet returning to the point and place of beginning. Having an area of approximately 0.056 acres.

Area Two:

Point of beginning being S 82°52'54.8" E, 63.403 feet from -L- Sta 355+00 thence to a point on a bearing of S 68°51'54.0" E 23.192 feet thence to a point on a bearing of N 51°27'30.8" W 22.112 feet thence along a curve 6.938 feet and having a radius of 1338.500 feet. The chord of said curve being on a bearing of S 38°41'23.8" W, a distance of 6.938 feet returning to the point and place of beginning. Having an area of approximately 0.002 acres.

Said Permanent Utility Easement (PUE) in perpetuity is for the installation and maintenance of utilities, and for the purposes for which the Department of Transportation is authorized by law to subject the 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 utility easement area(s) a utility line or lines, with all necessary pipes, poles and appurtenances, together with the right at all times to enter said utility easement area(s) for the purpose of inspecting said utility line or 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 inside the utility easement area(s) and to cut, fell and remove any and all trees on the premises that are or may become tall enough, in The Department of Transportation and its agents or assigns' opinion, to endanger a line or other facility within the utility easement area(s) ("Danger Trees"). The Department of Transportation and its agents or assigns shall also have the right to access the utility easement area(s) and Danger Trees at any time and from time to time by vehicles, equipment, and pedestrians, provided that such access to the utility easement area(s) and Danger Trees from outside of the utility easement area(s) shall be confined to then-existing streets, roads, and driveways to the extent they provide sufficient access. The Department of Transportation shall also have the right to construct and maintain the cut and/or fill slopes in the above-described permanent utility easement area(s), and the right to use the permanent 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 permanent 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 permanent utility easement or utility installations. The Department of Transportation's acquisition of the permanent utility easement(s), by itself, does not constitute new control of access (C/A), and the subject property shall retain existing abutter's rights (if any) and existing points of ingress and egress (if any) not affected by other takings on the subject property. Furthermore, upon completion and acceptance by the Department of Transportation of the above-described project, utilities or appurtenances within the permanent utility easement(s) shall not be added or modified to i) obstruct the subject property's access point(s), and/or ii) unreasonably interfere with the subject property's parking.

Permanent Drainage/Utility Easement described as follows:

Point of beginning being N 71°4'19.5" E, 99.317 feet from -L- Sta 355+00 thence along a curve 43.749 feet and having a radius of 1338.500 feet. The chord of said curve being on a bearing of S 37°36'18.3" W, a distance of 43.747 feet thence to a point on a bearing of S 51°27'30.8" E 22.112 feet thence to a point on a bearing of S 68°51'54.0" E 7.704 feet thence to a point on a bearing of N 37°36'18.3" E 42.406 feet thence to a point on a bearing of N 53°19'52.5" W 29.500 feet returning to the point and place of beginning. Having an area of approximately 0.030 acres.

Said Permanent Drainage/Utility Easement (DUE) in perpetuity is for the installation and maintenance of drainage facilities and /or utilities, and for the purposes for which the Department of Transportation is authorized by law to subject the 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 drainage/utility easement area(s) drainage facility(ies) and/or utility line or lines, with all necessary pipes, poles and appurtenances, together with the right at all times to enter said drainage/utility easement area(s) for the purpose of inspecting said drainage facility(ies) and/or utility line or lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility(ies) and/or utility line or lines, all trees and other obstructions inside the drainage facility(ies) and/or utility easement area(s) and to cut, fell and remove any and all trees on the premises that are or may become tall enough, in The Department of Transportation and its agents or assigns' opinion, to endanger a line or other facility within the drainage/utility easement area(s) ("Danger Trees"). The Department of Transportation and its agents or assigns shall also have the right to access the drainage/utility easement area(s) and Danger Trees at any time and from time to

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time by vehicles, equipment, and pedestrians, provided that such access to the drainage/utility easement area(s) and Danger Trees from outside of the drainage/utility easement area(s) shall be confined to then-existing streets, roads, and driveways to the extent they provide sufficient access. The Department of Transportation shall also have the right to construct and maintain the cut and/or fill slopes in the above-described permanent drainage/utility easement area(s), and the right to use the permanent drainage/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 permanent drainage/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 permanent drainage facility(ies) and/or utility easement or utility installations. The Department of Transportation's acquisition of the permanent drainage/utility easement(s), by itself, does not constitute new control of access (C/A), and the subject property shall retain existing abutter's rights (if any) and existing points of ingress and egress (if any) not affected by other takings on the subject property. Furthermore, upon completion and acceptance by the Department of Transportation of the above-described project, drainage/utilities or appurtenances within the permanent drainage/utility easement(s) shall not be added or modified to i) obstruct the subject property's access point(s), and/or ii) unreasonably interfere with the subject property's parking.

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

The undersigned property owners request that the DEPARTMENT enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection

It is understood and agreed that the above noted compensation includes any and all damages to the existing well located on the subject property as a result of the construction of the above noted project.

It is understood and agreed that the total consideration set forth above shall be made payable to Hawke Law, 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.

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Mecklenburg County Registry in Deed Book 36926 Page 164

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 acknowledge that the project plans for Project # 50215.2.3 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 # 50215.2.3, Mecklenburg 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.

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: **Restrictive covenants and easements of record, government regulations and the lien of property taxes for the current year.**

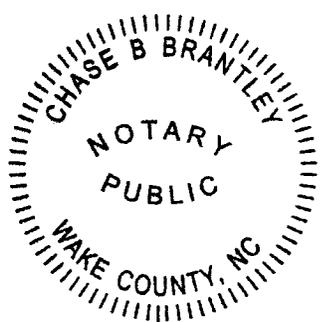
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IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of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

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.

Michael Bodenstein
Michael Bodenstein

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: *[Signature]*

 <p>(Official Seal)</p>	North Carolina, <u>Mecklenburg</u> County I, <u>Chase B. Brantley</u> , a Notary Public for <u>Wake</u> County, North Carolina, do hereby certify that <u>Michael Bodenstein, single</u>
	personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the <u>18th</u> day of <u>September</u> , 20 <u>25</u>
	<u><i>Chase B. Brantley</i></u> Notary Public
	My commission expires: <u>07/01/2027</u>