

## MEMORANDUM

TO: Mayor and Board of Commissioners

FROM: Bryan Gruesbeck, Town Manager

**SUBJECT: NCDOT Request for Town Right of Way Easements for Property Associated with Robeson Creek Bridge (Bridge #61) Reconstruction**

DATE: September 8, 2014

**Background:** Attached please find a sketch/map showing the locations and dimensions of easements and real property associated with NCDOT's reconstruction of "Bridge 61" crossing Robeson Creek. The properties are color-coded on the drawing: yellow=temporary easement, purple=drainage and utility easement, blue=permanent drainage and green=right of way.

Also attached is the Right of Way Claim Report that shows the amount of land area proposed for acquisition as well as the calculation for determining cost – essentially, \$15,000/acre. For example, the requested property shaded in green on the drawing ("Right of Way") totals 0.069 acres. This area, multiplied by \$15,000/acre, totals \$1,050. NCDOT is offering a total of \$3,150 for rights for all of the properties.

The final attachments include other documents associated with the sale of the property.

The right to sell/convey property to other governments is described in G.S. 160A-274 and allows a local governing unit full discretion concerning procedure. No formal bid process, authorizing resolution or other task is required of the Town to sell property to NCDOT.

**Action Requested:** Authorize the Town Manager to execute documents required to complete the sale and conveyance of property to NCDOT, as presented.

**SUMMARY STATEMENT/OFFER TO PURCHASE REAL PROPERTY  
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES**

TO: Town of Pittsboro  
PO Box 759  
Pittsboro, NC 27312

DATE: \_\_\_\_\_  
TO: Lessee, if Applicable

TIP/PARCEL NO.: 019NC 902 006  
COUNTY Chatham WBS ELEMENT: 17BP.8.R.66  
DESCRIPTION: Bridge #61 over Robeson Creek on NC HWY 87/902

Dear Property Owner:

The following offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$ <u>1,050.00</u>
Value of Permanent Easements to be Acquired	\$ <u>1,950.00</u>
Value of Temporary Easement (Rental of Land) to be Acquired	\$ <u>150.00</u>
Value of Improvements to be Acquired	\$ _____
Damages, if any, to Remainder	\$ _____
Benefits, if any, to Remainder	minus \$ _____
<b>TOTAL OFFER</b>	<b>\$ <u>3,150.00</u></b>

The total offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 259, page 0082, Chatham County Registry, contains approximately 35.700 acres of which 0.069 acres is being acquired as right of way, leaving 35.631 acres remaining on the right. Also being acquired is a permanent drainage easement containing approximately 0.040 acres, a temporary construction easement containing approximately 0.067 acres, and a permanent drainage utility easement containing approximately 0.089 acres.

(B) The TOTAL OFFER includes payment for the improvements and appurtenances described below:  
NONE

Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant/buildable lot, as explained to you by the Right of Way Agent, the total offer would be: \$ N/A. Any offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to \_\_\_\_\_ on \_\_\_\_\_ 20 14. Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 828-779-4631

(Signed)



Dean A. Smith - Right of Way Agent

Revenue Stamps \$ \_\_\_\_\_

### DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Brad Bass CHECKED BY Dean Smith, V&M

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

RETURN TO: V&M  
3809 L Beam Road  
Charlotte, NC 28217

NORTH CAROLINA  
COUNTY OF Chatham  
TAX MAP AND LOT 9741-14-44-0708

T.I.P No.: 019NC 902  
WBS ELEMENT: 17BP.8.R.66  
TIP/PARCEL NUMBER: 019NC 902 006  
ROUTE: Bridge #61 over Robeson Creek on  
NC Hwy 87/902

THIS FEE SIMPLE DEED, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_,  
by and between TOWN OF PITTSBORO  
PO BOX 759, PITTSBORO, NC 27312

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 \$ \_\_\_\_\_ 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 Center Township, Chatham County, North Carolina, which is particularly described as follows:

Point of beginning being S 13°05'52.7" E, 67.082 feet from -L- STA 13+00.00; thence to a point on a bearing of S 76°31'58.5" E, 25.000 feet; thence to a point on a bearing of N 13°28'1.5" E, 120.000 feet; thence to a point on a bearing of N 76°31'58.5" W, 25.000 feet; thence to a point on a bearing of S 13°28'1.5" W, 120.000 feet; returning to the point and place of beginning.

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

#### Permanent Drainage Easement described as follows:

PDE Right  
Point of beginning being S 23°24'10.2" E, 75.000 feet from -L- STA 13+00.00; thence to a point on a bearing of S 13°28'1.5" W, 100.000 feet; thence to a point on a bearing of N 32°45'25.6" E, 105.948 feet; thence to a point on a bearing of N 76°31'58.5" W, 25.000 feet; thence to a point on a bearing of N 76°31'58.5" W, 10.000 feet; returning to the point and place of beginning.

Said Permanent Drainage Easement in perpetuity is for the installation and maintenance of drainage facilities, 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 a drainage facility with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility, 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.

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

**Temporary Construction Easement described as follows:**

**TCE Right**

Point of beginning being S 19°57'27.8" E, 119.817 feet from -L- STA 13+00.00; thence to a point on a bearing of S 32°45'25.6" W, 63.569 feet; thence to a point on a bearing of S 13°28'1.5" W, 32.463 feet; thence to a point on a bearing of S 33°39'14.1" E, 24.393 feet; thence to a point on a bearing of N 05°52'20.8" E, 59.583 feet; thence to a point on a bearing of N 34°01'23.2" E, 42.720 feet; thence to a point on a bearing of N 08°20'3.6" W, 10.770 feet; returning to the point and place of beginning.

**TCE Right**

Point of beginning being N 67°26'22.9" E, 68.007 feet from -L- STA 13+00.00; thence to a point on a bearing of N 52°07'36.8" E, 51.225 feet; thence to a point on a bearing of N 21°56'59.9" W, 55.218 feet; thence to a point on a bearing of N 24°46'37.2" E, 35.234 feet; thence to a point on a bearing of N 76°30'13.1" W, 12.561 feet; thence to a point on a bearing of S 05°20'13.1" W, 4.603 feet; thence to a point on a bearing of S 13°28'1.5" W, 95.000 feet; thence to a point on a bearing of S 76°31'58.5" E, 5.000 feet; thence to a point on a bearing of S 13°28'1.5" W, 20.000 feet; returning to the point and place of beginning.

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 easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project.

**Drainage Utility Easement described as follows:**

**DUE Right**

Point of beginning being S 13°05'52.7" E, 67.082 feet from -L- STA 13+00.00; thence to a point on a bearing of S 13°28'1.5" W, 118.534 feet; thence to a point on a bearing of S 33°39'14.1" E, 20.470 feet; thence to a point on a bearing of N 13°28'1.5" E, 132.463 feet; thence to a point on a bearing of N 76°31'58.5" W, 15.000 feet; returning to the point and place of beginning.

**DUE Right**

Point of beginning being N 40°01'55.7" E, 67.082 feet from -L- STA 13+00.00; thence to a point on a bearing of S 76°31'58.5" E, 20.000 feet; thence to a point on a bearing of N 13°28'1.5" E, 95.000 feet; thence to a point on a bearing of N 05°20'13.1" E, 4.603 feet; thence to a point on a bearing of N 76°30'13.1" W, 19.349 feet; thence to a point on a bearing of S 13°28'1.5" W, 99.566 feet; returning to the point and place of beginning.

Said Permanent Drainage/Utility easement in perpetuity is for the installation and maintenance of drainage facilities and/or 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 a drainage facility and/or 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 drainage facility and/or utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility and/or 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.

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

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

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Chatham County Registry in Deed Book 259 Page 0082.

The final right of way plans showing the above described right of way are to be certified and kept on file in the NCDOT Division 8 office in Aberdeen, NC, 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 # 17BP.8.R.66 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 # 17BP.8.R.66, Chatham 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:

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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.

**Town of Pittsboro**

BY: \_\_\_\_\_  
**Bryan Gruesbeck, Town Manager**

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

	North Carolina, _____ County I, _____, a Notary Public for _____ County, North Carolina, certify that _____ CLERK of the TOWN of _____ personally came before me this day and being duly sworn, says that he/she knows the common seal of the TOWN OF _____ and is acquainted with _____ MANAGER of _____ and that he/she _____ is the CLERK of the said Town of _____ and saw the said MANAGER OF _____ sign the foregoing, and the seal of said Town of _____ was affixed to said instrument by the said _____, CLERK of the Town of _____ all by order of the Town Board of Commissioners of said Town of _____ and he signed his name in attestation of said instrument, and that the said instrument is the act and deed of the said Town of _____. Witness my hand and official seal this the _____ day of _____, 20 _____. _____ Notary Public My commission expires: _____
The foregoing Certificate(s) _____ is/are certified to be correct. This instrument and this certificate are duly registered on _____ day of the _____, 20 _____ in Book _____, Page _____ at _____ o'clock ____ M.	
_____ REGISTER OF DEEDS FOR _____ COUNTY BY: _____ Deputy/Assistant - Register of Deeds	

# RIGHT OF WAY CLAIM REPORT

TIP/PARCEL NO. 019NC 902 006 WBS ELEMENT 17BP.8.R.66 COUNTY Chatham

CLAIM OF Town of Pittsboro PLAN SHEET 4

1. Land Area to be Acquired (Payment per square foot/acre supported by recent land sales on file.)

RIGHT OF WAY	R/W	<u>0.069</u>	AC	X	\$ <u>15,000/ac</u>	=	\$	<u>1035.00</u>	®	<u>1050.00</u>
PERM Drainage Easement	PDE	<u>0.040</u>	AC	X	\$ <u>15,000/ac</u>	=	\$	<u>600.00</u>	®	<u>600.00</u>
PERM Utility Easement	PUE		AC	X	\$	=	\$		®	
PERM Drainage/Utility Ease	DUE	<u>0.089</u>	AC	X	\$ <u>15,000/ac</u>	=	\$	<u>1335.00</u>	®	<u>1350.00</u>
PERM Aerial Utility Easement	AUE		AC	X	\$	=	\$		®	
PERM Construction Easement	PCE		AC	X	\$	=	\$		®	
TEMP Construction Easement	TCE	<u>0.067</u>	AC	X	\$ <u>15,000/ac x10%x1.5</u>	=	\$	<u>150.75</u>	®	<u>150.00</u>
TEMP Drainage Easement	TDE		AC	X	\$	=	\$		®	
TEMP Utility Easement	TUE		AC	X	\$	=	\$		®	
OTHER _____			AC	X	\$	=	\$		®	

**LAND TOTAL** \$ 3150.00

2. Payment for improvement(s) to be acquired. Material and labor costs documented in the State's files.

N/A \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_

**IMPROVEMENTS TOTAL** \$ \_\_\_\_\_

3. Cost to Cure (Damage to Remainder)

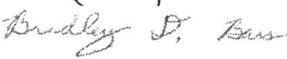
N/A \_\_\_\_\_ **COST TO CURE TOTAL** \$ \_\_\_\_\_

**GRAND TOTAL** \$ 3150.00

Comments: \_\_\_\_\_  
 Land comparables obtained from National Data Collective.

Certificate of Preparer: I hereby certify that I am familiar with the property which is the subject of this estimate; that this estimate is based on data contained in the files of the agency and that I have no direct or indirect, present or contemplated future personal interest in this property or in any benefit from the acquisition of this property. **If the total of this estimate is over \$10,000, this estimate must be prepared by someone other than the negotiating agent.**

Preparer Signature:  \_\_\_\_\_ Date 6/24/14

NCDOT Approval Signature:  \_\_\_\_\_ Date 6/25/14

TEMPORARY EASEMENT TOTAL \$ 150.00 PERMANENT EASEMENT TOTAL \$ 1950.00

SUBSTITUTE FORM W-9

VENDOR REGISTRATION FORM (ROW PURPOSES ONLY)
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. To insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: Town of Pittsboro

MAILING ADDRESS: STREET/PO BOX: PO Box 759

CITY, STATE, ZIP: Pittsboro, NC 27312

DBA / TRADE NAME (IF APPLICABLE): n/a

BUSINESS DESIGNATION: [ ] INDIVIDUAL (use Social Security No.) [ ] SOLE PROPRIETER (use SS No. or Fed ID No.)
[ ] CORPORATION (use Federal ID No.) [ ] PARTNERSHIP (use Federal ID No.)
[ ] ESTATE/TRUST (use Federal ID no.) [X] STATE OR LOCAL GOVT. (use Federal ID No.)
[ ] OTHER / SPECIFY

SOCIAL SECURITY NO. (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX:

CITY, STATE, ZIP:

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? [ ] Prefer Not To Answer, [ ] African American, [ ] Native American, [ ] Caucasian American, [ ] Asian American, [ ] Hispanic American, [ ] Asian-Indian American, [ ] Other:

What is your firm's gender? [ ] Prefer Not to Answer, [ ] Male, [ ] Female Disabled-Owned Business? [ ] Prefer Not to Answer, [ ] Yes, [ ] No

IRS Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at http://www.irs.gov/pub/irs-pdf/fw9.pdf.

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

To avoid payment delays, completed forms should be returned promptly to:

Dean Smith, V&M
3809 L Beam Road
Charlotte, NC 28217
704-357-0488

No Revenue Stamps

## AGREEMENT FOR ENTRY

RETURN TO: Dean Smith, V&M  
3809 L Beam Road  
Charlotte, NC 28217

STATE OF NORTH CAROLINA  
Chatham COUNTY

TIP NO.: 019NC 902  
WBS ELEMENT 17BP.8.R.66  
PARCEL NO: 019NC 902 006

THIS AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and between the North Carolina Department of Transportation (hereinafter called the Department) and  
**Town of Pittsboro, PO Box 759, Pittsboro, NC 27312** (hereinafter called the owners)

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### WITNESSETH

THAT WHEREAS, the Department desires to enter certain lands of the owners located in  
Center Township, Chatham County, described as follows:

**Property described in Deed Book 259 Page 0082 Chatham County Register of Deeds Office. Also,  
being further described as tax lot 9741-14-54-4834 Chatham County Tax Office.**

for the construction of State Highway Project 17BP.8.R.66 .

WHEREAS, the Department is authorized by G.S. 136-118 to enter into this agreement without  
filing the pleadings as set forth in G.S. 136-103.

NOW THEREFORE, in consideration of the mutual benefits inuring to all parties to this  
agreement and in further consideration of the mutual covenants contained herein, the parties to this  
agreement do hereby agree and consent that the Department , its contractors or agents may enter upon  
the above described lands for carrying on the work and construction of Project 17BP.8.R.66 in  
accordance with the plans and specifications on file in its office in Raleigh, North Carolina, and that the  
Department shall have the same rights for carrying on the work and construction of the project as it would  
have by filing the pleadings required in North Carolina General Statute 136-103. The Department's right  
of entry shall be presumed to begin as of the day and year of the entry of this agreement as first above  
written.

The parties hereto agree that the right of entry granted shall not be deemed a trespass on the owners' property and that the OWNERS DO HEREBY EXPRESSLY WAIVE any claims in the nature of an inverse condemnation against the Department, its contractors or agents resulting from its entry pursuant to this agreement.

IT IS FURTHER AGREED THAT, the Department shall have this right of entry for the purposes herein stated for the PERIOD COMMENCING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

During the aforesaid period, the parties hereto shall continue to negotiate a resolution of the owners' claim for compensation for the property to be acquired for this highway project. In the event the Department determines that such negotiations have reached an impasse, the Department shall give written notice thereof to the Owners and may file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina. Likewise, the Owners may give written notice to the Department that such negotiations have reached an impasse and request the Department to file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina.

In the event that, as of the date of the acceptance by the Department of the completed highway project, the Department has not filed proceedings pursuant to Article 9, Chapter 136 of the General Statutes or the Owners' claim for just compensation for the property acquired for the highway project has not been otherwise resolved a settlement agreement, the Owners shall have two (2) years following the completion of the highway project in which to proceed to a determination of just compensation in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

The Owners do hereby agree and consent that no interest shall accrue against the Department during the period of entry set forth herein and do hereby waive any claims for interest except as may be allowed upon any award of just compensation as set forth in Section 136-113 of the North Carolina General Statutes, and in such case, such interest shall accrue only from the date of the filing of proceedings in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have set their hands and adopted 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.

\_\_\_\_\_

\_\_\_\_\_ **Town of Pittsboro** (SEAL)

By: \_\_\_\_\_ (SEAL)  
**Bryan Gruesbeck, Town Manager**

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION:

BY: \_\_\_\_\_

	North Carolina, _____ County
	I, _____, a Notary Public for
	_____ County, North Carolina, certify that
	_____ CLERK of the TOWN of
	_____ personally came before me this day and being
	duly sworn, says that he/she knows the common seal of the TOWN OF
	_____ and is acquainted with _____
	MANAGER of _____ and that he/she _____
	is the CLERK of the said Town of _____ and saw the said
	MANAGER OF _____ sign the foregoing, and the seal of
said Town of _____ was affixed to said instrument by the	
said _____, CLERK of the Town of _____	
all by order of the Town Board of Commissioners of said Town of	
_____ and he signed his name in attestation of said instrument,	
and that the said instrument is the act and deed of the said Town of	
_____.	
Witness my hand and official seal this the _____ day of	
_____, 20 _____.	
_____	
Notary Public	
My commission expires: _____	