

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

TO: Jackson County DATE: 11/18/2015
401 Grindstaff Cove Road TO: Lessee, if Applicable
Sylva, NC 28779

TIP/PARCEL NO.: R-4753 0012
 COUNTY Jackson County WBS ELEMENT: 3999.2.FR2
 DESCRIPTION: NC 107 from North of SR 1002 to NC 281

Dear Property Owner:

The following contingent 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 contingent 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	\$ _____
Value of Temporary Easement (Rental of Land) to be Acquired	\$ <u>2,650.00</u>
Value of Improvements to be Acquired	\$ _____
Damages, if any, to Remainder	\$ _____
Benefits, if any, to Remainder	minus \$ _____
TOTAL CONTINGENT OFFER	\$ <u>3,700.00</u>

The total contingent 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 1519, page 235, Jackson County Registry, contains approximately 1.033 acres of which .019 acres is being acquired as right of way, leaving 1.014 acres remaining on the right with access to NC 107. Also being acquired is a temporary construction easement containing approximately .120 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:
 n/a

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 or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ _____
 Please note that any contingent 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 Chuck Wooten, County Manager
 on _____ 20 ____ . 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 828-586-4040

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.



(Signed) _____
 Todd Woodard - Right of Way Agent

Revenue Stamps \$ _____

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Todd H. Woodard CHECKED BY _____

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

RETURN TO: Division R/W Agent, NCDOT
1594 East Main Street
Sylva, NC 28779

NORTH CAROLINA
COUNTY OF Jackson
TAX PARCEL _____

TIP/PARCEL NUMBER: R-4753 012
WBS ELEMENT: 39999.2.FR2
ROUTE: NC 107

THIS FEE SIMPLE DEED, made and entered into this the _____ day of _____ 20 _____
by and between _____

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 _____ River _____ Township, _____ Jackson _____ County, North Carolina, which is particularly described as follows:

Point of beginning being S 39°38'3.3" W, 29.336 feet from -L- Sta. 43+00; thence along a curve 140.198 feet and having a radius of 9807.130 feet. The chord of said curve being on a bearing of N 25°45'3.6" W, a distance of 140.197 feet; thence to a point on a bearing of S 69°00'31.4" W, 6.166 feet; thence to a point on a bearing of S 68°58'56.6" W, 0.320 feet; thence along a curve 110.924 feet and having a radius of 5970.000 feet. The chord of said curve being on a bearing of S 27°13'8.9" E, a distance of 110.922 feet; thence to a point on a bearing of S 26°41'12.7" E, 114.404 feet; thence to a point on a bearing of S 60°40'38.4" E, 1.987 feet; thence to a point on a bearing of N 25°20'29.3" W, 86.170 feet; returning to the point and place of beginning.

COUNTY: Jackson WBS ELEMENT: 39999.2.FR2 TIP/PARCEL NO.: R-4753 012

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:

Temporary Construction Easement described as follows:

Point of beginning being N 85°33'1.5" W, 35.049 feet from -L- Sta. 43+00; thence along a curve 110.924 feet and having a radius of 5970.000 feet. The chord of said curve being on a bearing of N 27°13'8.9" W, a distance of 110.922 feet; thence to a point on a bearing of S 68°58'56.6" W, 20.139 feet; thence to a point on a bearing of S 27°12'57.2" E, 116.035 feet; thence to a point on a bearing of S 18°18'47.3" W, 42.426 feet; thence to a point on a bearing of S 61°22'55.2" E, 79.057 feet; thence to a point on a bearing of S 14°09'29.0" E, 6.831 feet; thence to a point on a bearing of S 60°40'38.4" E, 11.594 feet; thence to a point on a bearing of N 26°41'12.7" W, 114.404 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. The underlying fee owner shall have the right to continue to use the Temporary 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.

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.

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Jackson County Registry in Deed Book 1519 Page 235 .

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 # 39999.2.FR2 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 # 39999.2.FR2 , Jackson 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:
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.

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.

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

TO: Jackson County DATE: 11/18/2015
401 Grindstaff Cove Road
Sylva, NC 28779 TO: Lessee, if Applicable

TIP/PARCEL NO.: R-4753 017
 COUNTY Jackson County WBS ELEMENT: 3999.2.FR2
 DESCRIPTION: NC 107 from North of SR 1002 to NC 281

Dear Property Owner:

The following contingent 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 contingent 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	\$ _____
Value of Permanent Easements to be Acquired	\$ _____
Value of Temporary Easement (Rental of Land) to be Acquired	\$ <u>1,500.00</u>
Value of Improvements to be Acquired	\$ _____
Damages, if any, to Remainder	\$ _____
Benefits, if any, to Remainder	minus \$ _____
TOTAL CONTINGENT OFFER	\$ <u>1,500.00</u>

The total contingent 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 850, page 347, Jackson County Registry, contains approximately 3.140 acres of which 0 acres is being acquired as right of way, leaving 3.140 acres remaining on the right with access to NC 107. Also being acquired is a temporary construction easement containing approximately .065 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:
 n/a

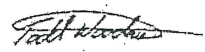
Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ _____ . Please note that any contingent 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 Chuck Wooten, County Manager on 20 . 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 828-586-4040

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(Signed) _____
 Todd Woodard - Right of Way Agent

Revenue Stamps \$ _____

TEMPORARY EASEMENT

THIS INSTRUMENT DRAWN BY Todd H. Woodard CHECKED BY _____

RETURN TO: Division R/W Agent, NCDOT
1594 East Main Street
Sylva, NC 28779

NORTH CAROLINA	TIP/PARCEL NUMBER:	<u>R-4753 017</u>
COUNTY OF <u>Jackson</u>	WBS ELEMENT:	<u>39999.2.FR2</u>
TAX PARCEL _____	ROUTE:	<u>NC 107</u>

THIS EASEMENT, made and entered into this the _____ day of _____ 20 _____
by and between _____

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

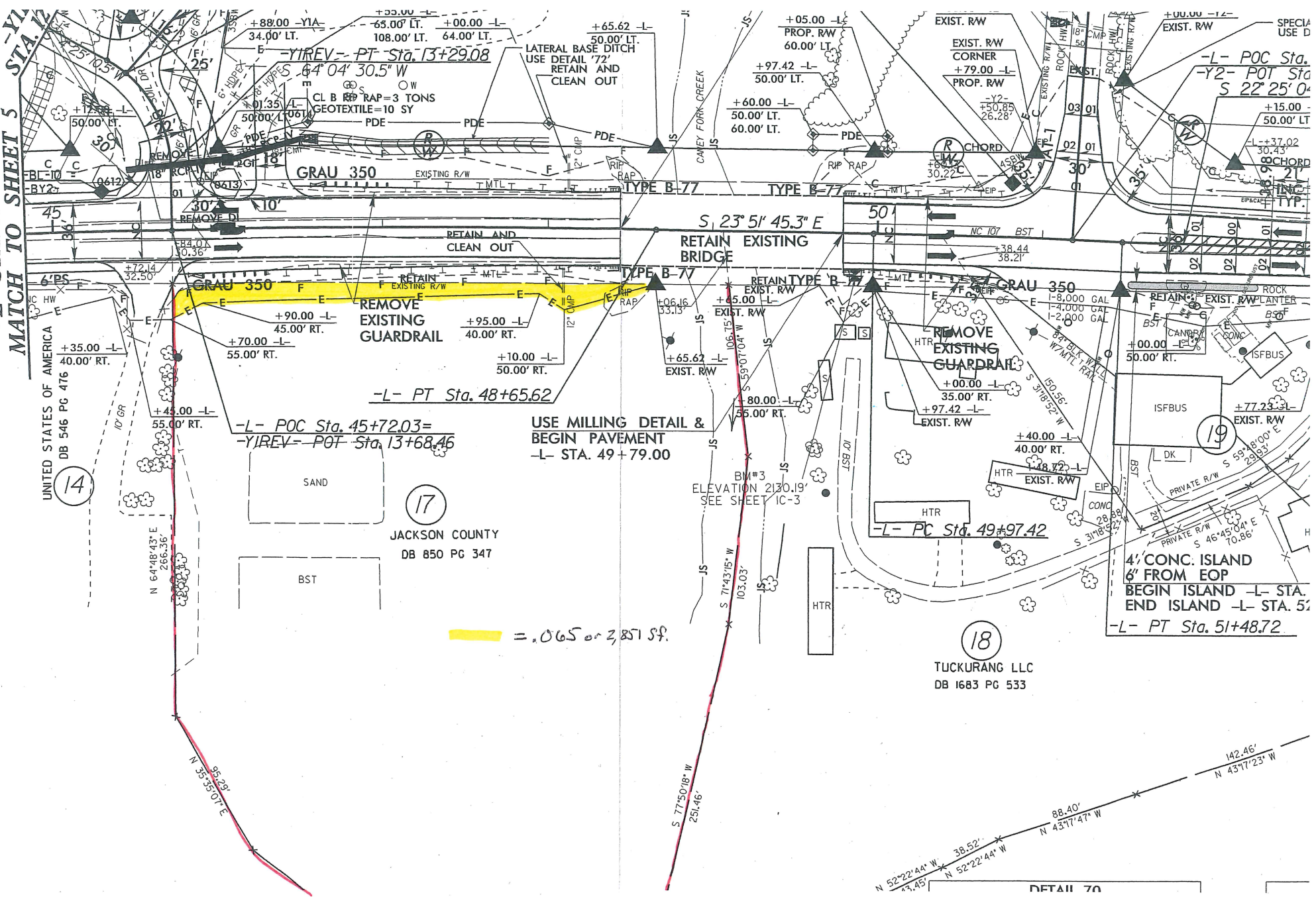
THAT the GRANTORS, for themselves, their heirs, successors, executors, and assigns, for and in consideration of the sum of \$ _____ agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors, and assigns, a temporary easement for highway purposes, subject to the terms and provisions hereinafter set forth, over a portion of real property described in deed(s) recorded in Book 850, Page 347 in the office of the Register of Deeds of Jackson County, said easement being described as follows:

Point of beginning being S 01°49'25.7" E, 102.858 feet from -L- Sta. 47+00; thence to a point on a bearing of S 09°31'29.1" W, 17.958 feet; thence to a point on a bearing of S 40°51'49.3" E, 57.796 feet; thence along a curve 292.697 feet and having a radius of 22903.310 feet. The chord of said curve being on a bearing of N 24°45'33.0" W, a distance of 292.695 feet; thence to a point on a bearing of S 64°48'43.3" W, 21.808 feet; thence to a point on a bearing of S 52°37'1.9" E, 20.692 feet; thence to a point on a bearing of S 26°30'25.3" E, 203.967 feet; returning to the point and place of beginning.

The above described Temporary Construction Easement will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area 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 by the Department of Transportation, its agents, assigns, and contractors.

(Official Seal)	North Carolina, _____ County I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that
	personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the _____ day of _____, 20 _____. _____ Notary Public My commission expires: _____
(Official Seal)	North Carolina, _____ County I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that
	_____ personally came before me this day and acknowledged that he/she is president of _____, a corporation, and that he/she, as president, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal this the _____ day of _____, 20 _____. _____ Notary Public My commission expires: _____

-L- STA. 44 + 83.00
MATCH TO SHEET 5



-YIREV-- PT Sta. 13+29.08

GRAU 350

S 23° 51' 45.3" E

RETAIN EXISTING BRIDGE

-L- PT Sta. 48+65.62

-L- POC Sta. 45+72.03=
-YIREV-- POT Sta. 13+68.46

USE MILLING DETAIL &
BEGIN PAVEMENT
-L- STA. 49 + 79.00

-L- PC Sta. 49+97.42

4' CONC. ISLAND
6' FROM EOP
BEGIN ISLAND -L- STA.
END ISLAND -L- STA. 51
-L- PT Sta. 51+48.72

= .065 or 2.851 SF.

18
TUCKURANG LLC
DB 1683 PG 533

17
JACKSON COUNTY
DB 850 PG 347

14
UNITED STATES OF AMERICA
DB 546 PG 476

DETAIL 70