RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL
TOWNSHIP LENOIR

PROJECT 6.7320061
SECONDARY ROAD 1305 - Powell Brickyard Rd.

Coline P. Moore, Widow

the undersigned owners of that certain property described in Deed Book 227 at page 13 in the Register of Deeds office of Caldwell County, and bounded by Deed Book 175 at Page 351, Deed Book 382 at Page 65, Deed Book 456 at Page 328

recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

60 ft. in width measured 30 ft. on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes and drainage of road.

It is understood and agreed that the 60 ft. right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. It is further agreed that the property owners will erect no fencing or engage in cultivation upon the right of way described herein.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 16th day of July, 1979.

Coline P. Moore (SEAL)
Coline P. Moore

(SEAL)

(SEAL)

(SEAL)

DRAWN BY: Matt F Lynch

CHECKED BY:

STATE OF NORTH CAROLINA, Caldwell County

The foregoing certificate(s) of Matt F. Lynch NP Wilkes Co.
is (are) certified to be correct.
This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of Caldwell County, N.C., in Book 731 Page 888. This 7 day of August A.D. 1979 at 10:53 o'clock A. .M.

Patsy Thomas Fowler
Register of Deeds
Recorded and verified:

(For Improvement of Secondary Road)

NORTH CAROLINA Wilkes COUNTY

I, Matt F Lynch, A Notary public of said county and state, do hereby certify that Coline P. Moore, Widow grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 16th day of July, 1979.

My Commission expires: 5-19-84 Matt F Lynch
Notary public

RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL
TOWNSHIP LENOIR

PROJECT 6.7320061
SECONDARY ROAD 1305 - Powell Brickyard Road

Manuel W. Chester and wife Annie C. Chester

the undersigned owners of that certain property described in Deed Book 433 at page 145 in the Register of Deeds office of Caldwell County, and bounded by

recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

60 ft. in width measured 30 ft. on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes and drainage of road.

It is understood and agreed that the 60 ft. right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. It is further agreed that the property owners will erect no fencing or engage in cultivation upon the right of way described herein.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.

CHECKED BY:

DRAWN BY: Matt F. Lynch

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 16th day of July, 1979.

STATE OF NORTH CAROLINA, Caldwell County

The foregoing certificate(s) of

Matt F. Lynch NP of Wilkes Co.

is (are) certified to be correct.
This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of

Caldwell County, N.C., in Book 731 Page 889. This 7 day of August A.D. 1979 at 10:54 o'clock A. .M.

Patsy Thomas Fowler
Register of Deeds
Recorded and verified:

(For Improvement of Secondary Road)

Manuel W. Chester (SEAL)
Manuel W. Chester

(SEAL)

Annie C. Chester (SEAL)
Annie C. Chester

(SEAL)

NORTH CAROLINA Wilkes COUNTY

I, Matt F. Lynch, A Notary public of said county and state, do hereby certify that Manuel W. Chester and wife, Annie C. Chester

grantors, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this the 16th day of July, 1979

My Commission expires: 5-19-82 Matt F. Lynch
Notary public

RIGHT OF WAY AGREEMENT

STATE OF NORTH CAROLINA
COUNTY OF CALDWELL
TOWNSHIP LENOIR

PROJECT 6.7320061
SECONDARY ROAD 1305 -- Powell Brickyard Road

A. P. Hinson and wife Dora O. Hinson

the undersigned owners of that certain property described in Deed Book 275 at page 463 in the Register of Deeds office of Caldwell County, and bounded by

recognizing the benefits to said property by reason of the construction of the proposed highway development, and in consideration of the construction of said project, hereby grants to the Department of Transportation the right of way as herein described and releases the Department from all claims for damages by reason of said right of way across the lands of the undersigned, and of the past and future use thereof by the Department, its successors and assigns, for all purposes for which the Department is authorized by law to subject such right of way; said right of way being the width indicated and across said property as follows:

60 ft. in width measured 30 ft. on each side of the center line of the road, said center line to be located by the Department and the construction or improvement of said road shall constitute the selection of said center line; and such additional widths as might be necessary to provide for cut and fill slopes and drainage of road.

It is understood and agreed that the 60 ft. right of way hereinabove referred to has been staked upon the ground and the center line of the road is located in the center of the right of way stakes. It is further agreed that the property owners will erect no fencing or engage in cultivation upon the right of way described herein.

It is further understood and agreed that should circumstances, conditions, or actions by the North Carolina Department of Transportation delay or delete the proposed improvement of said road, that the right of way granted herein shall remain until such time as released by the North Carolina Department of Transportation.

CHECKED BY:

DRAWN BY: Matt F. Lynch

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 12th day of July, 1979.

STATE OF NORTH CAROLINA, Caldwell County

The foregoing certificate(s) of

Matt F. Lynch NP Wilkes Co.

is (are) certified to be correct.
This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of

Caldwell County, N.C., in Book 731 Page 890. This 7 day of August A.D. 1979 at 10:55 o'clock A. .M.

Patsy Thomas Fowler
Register of Deeds
Recorded and verified:

(For Improvement of Secondary Road)

A. P. Hinson (SEAL)
A. P. Hinson

(SEAL)

Dora O Hinson (SEAL)
Dora O. Hinson

(SEAL)

NORTH CAROLINA Wilkes COUNTY

I, Matt F. Lynch, A Notary public of said county and state, do hereby certify that A. P. Hinson and wife, Dora O. Hinson

grantors, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and notarial seal, this the 12th day of July, 1979.

My Commission expires: 5-19-84 Matt F. Lynch
Notary public

Caldwell County 5-24-79
Lenoir Township
SR 1305 Powell Brickyard Rd
1.18 Miles Improvement
Grade, Drain. Base, Pave & Seed W.O.# 6732006.1

Joe Spencer (6) Joe Spencer
37+50
PP 3-PW 1-TCW ← 22 36+75

(7) Lenoir Sand
Gerald Evans Gerald Evans Clay Co.
32+20

(6) Joe Spencer
Joe Spencer 22+50
14+50

N Mrs Glenn Moore
12+25

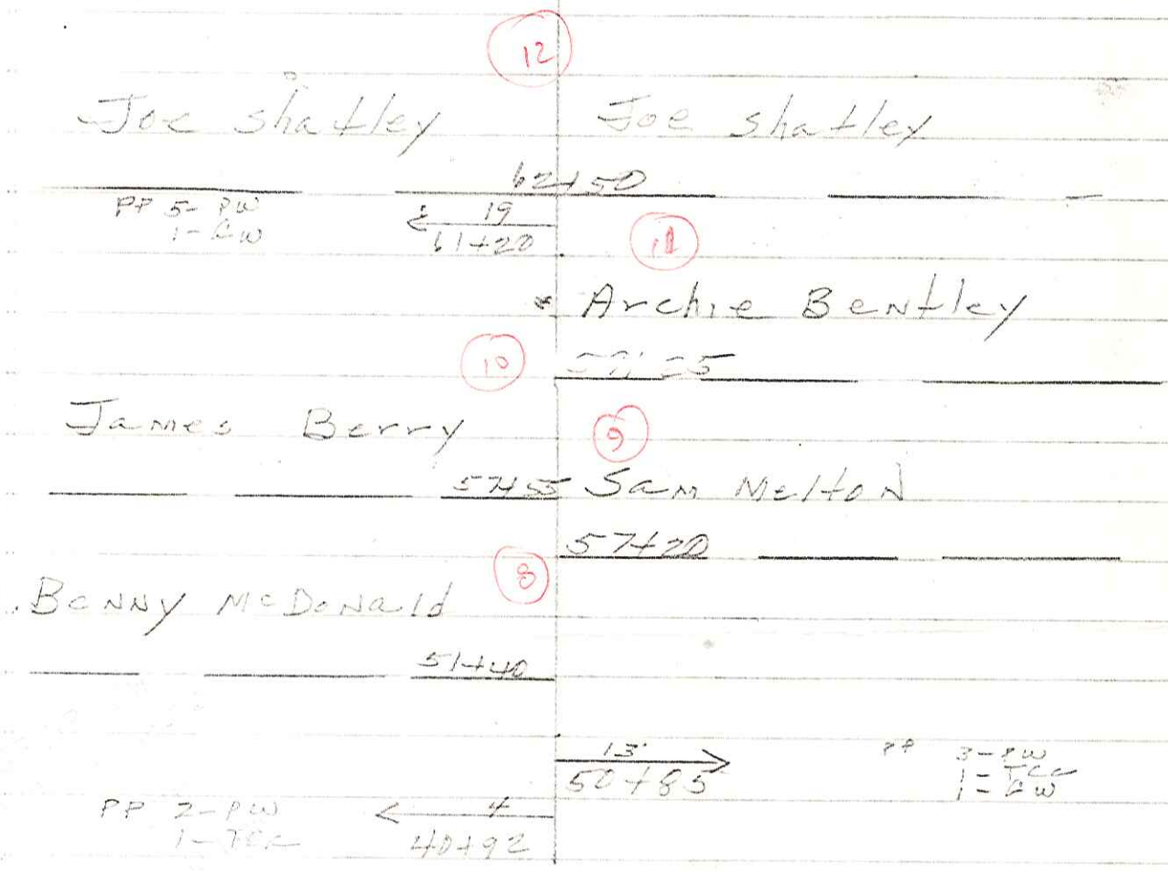
(5)
Mr + Mrs Spencer Hicks R R
10+25 Laurice Holland et ux

(4)
Mr + Mrs J.V. Setzer
7+90
PP 9-PW 1-TW 1-TCW 5-AW ← 11 7+63

→ 6 (3) TP 1-TW
6+10
AP Hinson
5+80

1' → 4+71 PP 11-PW 1-TCW 1-TW (2)
Manuel Chester
4+00

(1)
Mrs Glenn Moore Mrs Glenn Moore
0+00
SR 1318


12
Joe Shatley
Joe Shatley
6250
PP 5-PW
1-DW
19
6420
11
Archie Bentley
10
5925
James Berry
9
5745
Sam Melton
5720
8
Benny McDonald
5540
15
5085
PP 3-PW
1-DW
PP 2-PW
1-TCC
4
4092