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FILED ELECTRONICALLY
WILKES COUNTY NC
MISTY M. SMITHEY
REGISTER OF DEEDS

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Excise Tax: Exempt (GS§105-228.28)

Prepared by: John F. Oates, Jr., Special Deputy Attorney General, North Carolina Department of Transportation, Attorney General's Office, 1505 Mail Service Center, Raleigh, NC 27699-1505

Return to: NCDOT, Attn: Denise Amato, Real Property Agent, 1546 Mail Service Center, Raleigh, NC 27699-1546

The hereinafter described property does not include the primary residence of the GRANTOR.

STATE OF NORTH CAROLINA

COUNTY OF **Wilkes**

TAX PARCEL NUMBER: **3868-70-3058**

PROJECT: B-4676A

QUITCLAIM DEED

THIS DEED made this the 6th day of June, 2025, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the STATE OF NORTH CAROLINA, 1 South Wilmington Street, Raleigh, NC 27601 (hereinafter "GRANTOR"), and **Town of Wilkesboro, 203 West Main St., PO Box 1056, Wilkesboro, NC 28697**, (hereinafter "GRANTEE");

WITNESSETH:

THAT WHEREAS, the Department of Transportation, in the construction of Project No. **B-4676A** in **Wilkes** County, North Carolina acquired certain lands from **James Curtis Smithey** **B-4676A 015** by **General Warranty Deed** recorded **May 22, 2025**, in Deed Book **1417** at Page **291** in the **Wilkes** County Registry to be conveyed to the **Town of Wilkesboro, B-4676A 013 & 014**; and

WHEREAS, the GRANTEE is to be conveyed an approximate 2.70-acre area less and except 0.075-acres permanent drainage easement and 0.088-acres temporary construction easement for no consideration pursuant the Land and Water Conservation Fund (LWCF) Act section 6(f)(3) of 1965 as replacement property for property to be conveyed to the Department of Transportation under NCDOT project B-4676A; and

WHEREAS, the Board of Transportation has approved this transaction by resolution passed on **June 5, 2025**;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR, subject to any reservations and condition hereinafter set forth, has bargained and sold, and by these presents does bargain, sell, grant and convey unto the GRANTEE, its successors and assigns, in fee simple absolute, that tract or parcel of land lying and being in **Wilkes** County, North Carolina, more particularly described as follows:

Being all of 2.700 acres and being more particularly described n that plat recorded in Map Book 12, Page 122, Wilkes County registry, which description is incorporated by reference herein.

Less and except the following:

PDE Right

Point of beginning being N 15°24'20.6" W, 216.377 feet from -L- Sta 20+00 thence along a curve 65.656 feet and having a radius of 600.000 feet. The chord of said curve being on a bearing of S 36°26'37.7" E, a distance of 65.623 feet thence to a point on a bearing of S 33°30'56.3" E 5.313 feet thence along a curve 45.264 feet and having a radius of 805.758 feet. The chord of said curve being on a bearing of S 49°24'3.4" E, a distance of 45.258 feet thence to a point on a bearing of S 47°49'16.3" E 56.258 feet thence to a point on a bearing of N 50°17'42.0" E 27.061 feet thence to a point on a bearing of N 28°55'19.0" W 7.752 feet thence to a point on a bearing of N 53°22'37.9" W 168.258 feet returning to the point and place of beginning. Having an area of 3259.226 Sqr feet being 0.075 acres.

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.

The underlying fee owner shall have the right to continue to use the Permanent Drainage 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, its agents, assigns, and contractors.

TCE Right

Point of beginning being N 20°12'47.3" W, 260.979 feet from -L- Sta 20+00 thence along a curve 48.511 feet and having a radius of 600.000 feet. The chord of said curve being on a bearing of S 42°1'11.1" E, a distance of 48.498 feet thence along a curve 0.356 feet and having a radius of 600.000 feet. The chord of said curve being on a bearing of S 39°35'44.3" E, a distance of 0.356 feet thence to a point on a bearing of S 53°22'37.9" E 105.685 feet thence to a point on a bearing of N 22°55'42.7" E 15.914 feet thence to a point on a bearing of N 50°44'15.9" W 146.250 feet thence to a point on a bearing of S 53°6'30.4" W 13.099 feet returning to the point and place of beginning. Having an area of 2592.085 Sqr feet being 0.060 acres.

TCE Right

Point of beginning being N 26°27'58.7" W, 331.352 feet from -L- Sta 20+00 thence along a curve 10.560 feet and having a radius of 600.000 feet. The chord of said curve being on a bearing of S 51°13'20.1" E, a distance of 10.560 feet thence to a point on a bearing of N 17°42'42.5" W 55.815 feet thence to a point on a bearing of S 84°38'13.8" W 45.143 feet thence to a point on a bearing of S 51°44'40.6" E 68.377 feet returning to the point and place of beginning. Having an area of 1227.227 Sqr feet being 0.028 acres.

This construction easement(s) shall expire upon completion and acceptance of the aforementioned 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, its agents, assigns, and contractors.

This conveyance is made subject to any underground or above-ground utilities in existence at the time of this conveyance to GRANTEE and is subject to any recorded and/or unrecorded easements, encumbrances or right-of-way, known and visible within the boundaries of the property conveyed hereby. This conveyance is also subject to the above-referenced Highway Project and any Control of Access imposed pursuant to the Project.

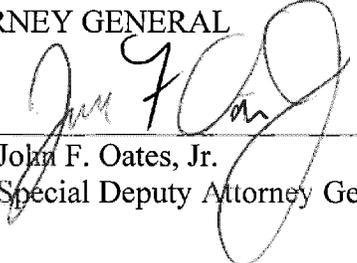
TO HAVE AND TO HOLD the above-described lands and premises together with all the privileges and appurtenances thereunto belong to the said GRANTEE, its successors and assigns, in fee simple absolute forever, subject always to the reservations and conditions hereinabove set forth.

The GRANTOR makes no warranty, express or implied, as to title to the property hereinabove described.

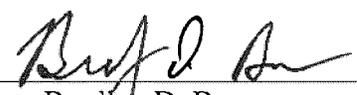
IN WITNESS WHEREOF, the Department of Transportation has hereunto set its hand and seal on the day and year first above written.

Approved as to form:

JEFF JACKSON
ATTORNEY GENERAL

By: 
John F. Oates, Jr.
Special Deputy Attorney General

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

By: 
Bradley D. Bass
Manager of Right of Way
North Carolina Department of Transportation



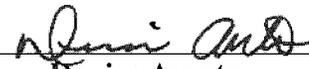
ATTEST: 
SECRETARY TO THE BOARD OF
TRANSPORTATION AND CUSTODIAN
OF THE SEAL OF THE DEPARTMENT OF TRANSPORTATION

NORTH CAROLINA
WAKE COUNTY

This day as witnessed below, personally appeared before me, **Denise Amato**, a Notary Public of said county and state, --- Crystal Flowers --- who being by me duly sworn, says that she knows the Seal of the Department of Transportation and is acquainted with **Bradley D. Bass**, who is Manager of Right of Way of the Division of Highways of said Department, and that she, Crystal Flowers --- is the Secretary to the Board of Transportation and Custodian of the Seal of the Department of Transportation, and saw said Manager of Right of Way sign the foregoing instrument, and that she, the said Secretary to the Board of Transportation and Custodian of the Seal of the Department of Transportation, affixed said seal to said instrument and signed her name in attestation of the execution thereof in the presence of said Manager of Right of Way.

WITNESS my hand and Notarial Seal, the 6th day of June, 2025.

DENISE AMATO
NOTARY PUBLIC
Wake County, NC
My Commission Exp. March 19, 2027


Denise Amato
NOTARY PUBLIC

My Commission Expires: **March 19, 2027**