

**2024004416 00029**

FORSYTH COUNTY NC FEE \$26.00  
 STATE OF NC REAL ESTATE EXT  
**\$548.00**

PRESENTED & RECORDED  
 02/13/2024 11:59:48 AM  
**LYNNE JOHNSON**  
 REGISTER OF DEEDS  
 BY: OLIVIA DOYLE, ASST  
**BK: RE 3792**  
**PG: 3499 - 3503**

Revenue Stamps \$ 548.00

## DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Janet R. Harris CHECKED BY Dennis Peebles, Jr.

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

RETURN TO: Hawke Law, PLLC  
7228 Indian Rock Road  
Wendell, NC 27591

NORTH CAROLINA

COUNTY OF Forsyth

TAX PARCEL 6866998081000

TIP/PARCEL NUMBER: U-5760 090

WBS ELEMENT: 46381.2.1

ROUTE: Hopkins Road

THIS FEE SIMPLE DEED, made and entered into this the 19<sup>th</sup> day of January 20 24  
 by and between I BUY HOUSES, LLC, a North Carolina Limited Liability Company  
641 Sun Meadows Drive  
Kernersville, NC 27284

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 \$ 273,550.00 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 Kernersville Township, Forsyth County, North Carolina, which is particularly described as follows:

Point of beginning being S 20°40'40.3" W, 47.320 feet from -L- Sta 116+00 thence to a point on a bearing of N 27°35'6.4" W 48.207 feet thence along a curve 9.452 feet and having a radius of 415.000 feet. The chord of said curve being on a bearing of N 26°55'57.5" W, a distance of 9.452 feet thence to a point on a bearing of S 61°53'58.3" W 8.241 feet thence along a curve 74.448 feet and having a radius of 756.000 feet. The chord of said curve being on a bearing of S 26°31'51.4" E, a distance of 74.418 feet thence to a point on a bearing of S 29°21'7.5" E 25.927 feet thence to a point on a bearing of N 56°43'32.2" E 10.003 feet thence to a point on a bearing of N 56°43'32.2" E 0.113 feet thence to a point on a bearing of N 29°29'32.8" W 24.109 feet thence along a curve 17.643 feet and having a radius of 530.000 feet. The chord of said curve being on a bearing of N 28°32'19.6" W, a distance of 17.643 feet returning to the point and place of beginning.

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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 Drainage Utility Easement Described as Follows:**

Point of beginning being S 15°25'30.7" W, 66.088 feet from -L- Sta 116+00 thence along a curve 27.589 feet and having a radius of 756.000 feet. The chord of said curve being on a bearing of N 28°18'23.9" W, a distance of 27.587 feet thence to a point on a bearing of S 7°20'42.8" W 59.411 feet thence to a point on a bearing of S 27°53'53.5" E 8.290 feet thence to a point on a bearing of N 56°43'32.2" E 35.293 feet thence to a point on a bearing of N 29°21'7.5" W 25.927 feet returning to the point and place of beginning.

Said permanent drainage/utility easement (or DUE) in perpetuity 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 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 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 that may in any way endanger or interfere with the proper maintenance and operation of the drainage and/or utilities located within the drainage/utility easement area(s). 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/utility easement, drainage installations and/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). Upon completion and acceptance by the Department of Transportation of the above-described project, utilities or appurtenances within the permanent drainage/utility easement(s) shall not be added or modified to unreasonably interfere with the subject property's access or parking.

**Permanent Utility Easement Described as Follows:**

Point of beginning being S 20°41'38.2" W, 118.124 feet from -L- Sta 116+00 thence to a point on a bearing of N 56°43'32.2" E 8.810 feet thence to a point on a bearing of N 27°53'53.5" W 8.290 feet thence to a point on a bearing of S 60°38'52.5" W 9.000 feet thence to a point on a bearing of S 29°21'7.5" E 8.890 feet returning to the point and place of beginning.

Said permanent utility easement in perpetuity 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 that may in any way endanger or interfere with the proper maintenance and operation of utilities located within the permanent utility easement area(s). 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 and/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). 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 unreasonably interfere with the subject property's access or parking.

**Permanent Drainage Easement Described as Follows:**

Point of beginning being N 86°45'48.5" W, 50.900 feet from -L- Sta 116+00 thence to a point on a bearing of S 61°53'58.3" W 29.290 feet thence to a point on a bearing of S 23°42'53.0" E 95.483 feet thence to a point on a bearing of N 7°20'42.8" E 59.411 feet thence along a curve 46.859 feet and having a radius of 756.000 feet. The chord of said curve being on a bearing of N 25°29'7.8" W, a distance of 46.852 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

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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 of Transportation, its agents, assigns, and contractors.

**Temporary Construction Easement Described as Follows:**

Point of beginning being S 81°53'26.6" W, 77.431 feet from -L- Sta 116+00 thence to a point on a bearing of S 61°53'58.3" W 6.835 feet thence to a point on a bearing of S 30°35'15.3" W 20.743 feet thence to a point on a bearing of S 25°46'13.3" E 28.444 feet thence to a point on a bearing of S 83°22'29.0" E 26.233 feet thence to a point on a bearing of N 23°42'53.0" W 54.303 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 area(s) until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed. Any additional construction areas lying beyond the beyond the right of way limits and beyond any permanent easement areas will terminate upon completion 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:

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 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 septic system and/or repair area located on the subject property as a result of the acquisition of right of way/easements and the construction of the above noted project.

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Forsyth County Registry in Deed Book 3489 Page 704.

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.

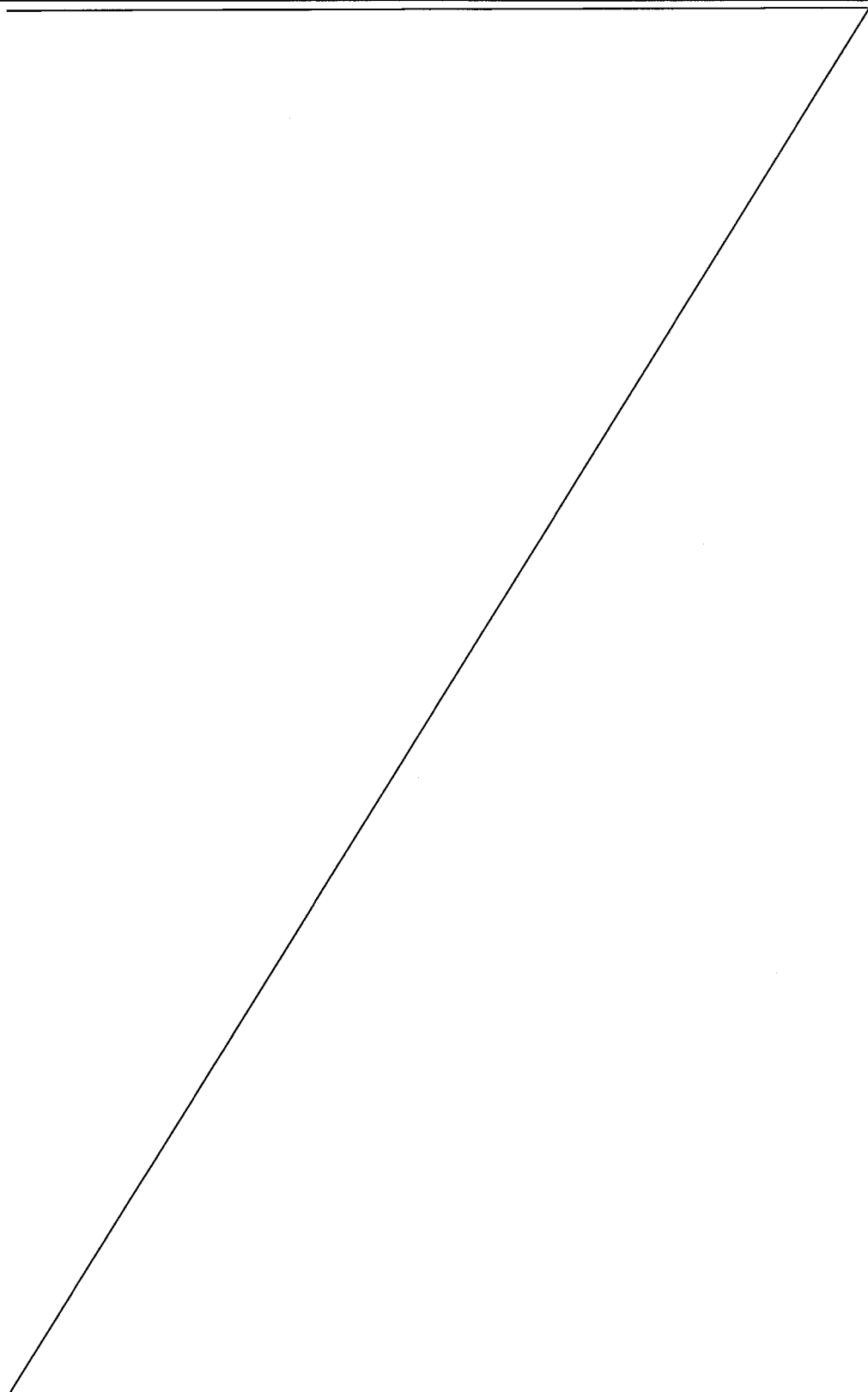
The Grantors acknowledge that the project plans for Project # 46381.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of 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 # 46381.2.1, Forsyth 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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**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.

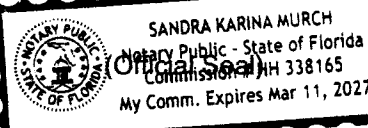
This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

**I BUY HOUSES, LLC, a North Carolina Limited Liability Company**

BY

Christopher Shannon Vajert  
Christopher Shannon Vajert, Managing Member

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: [Signature]

	<p>Florida <u>Judith River</u> County</p> <p>I, <u>Sandra Karina Murch</u>, a Notary Public for <u>Judith River</u> County, Florida, do hereby certify that <u>Christopher Shannon Vajert, Managing Member</u> of <u>I BUY HOUSES, LLC</u>, a North Carolina limited liability company, personally came before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.</p> <p>Witness my hand and official seal this the <u>12</u> day of <u>June</u>, 20<u>24</u>.</p> <p><u>[Signature]</u> Notary Public</p> <p>My commission expires: <u>03/11/2027</u></p>
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Sandra Karina Murch