

## AGREEMENT FOR ENTRY

Prepared By: Anthony Rickman  
RETURN TO: NC DOT Right of Way  
6 Roberts Rd. STE 102  
Asheville, NC 28803

STATE OF NORTH CAROLINA TIP/PARCEL NO.: I-2513AC 102

Buncombe COUNTY WBS ELEMENT 34165.2.18

THIS AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the North Carolina Department of Transportation (hereinafter called the Department) and Buncombe County  
200 College St. STE 300 Asheville, NC 28801  
(hereinafter called the owners);

### WITNESSETH

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

Right of way Described as follows:

Point of beginning being N 74°32'19.2" E, 194.858 feet from -L- Sta 105+00 thence to a point on a bearing of N 4°33'8.7" E 50.000 feet thence to a point on a bearing of N 85°7'36.5" W 30.558 feet thence to a point on a bearing of N 85°7'36.5" W 1.391 feet thence to a point on a bearing of S 23°47'53.2" W 126.388 feet thence to a point on a bearing of S 84°51'33.8" E 20.910 feet thence to a point on a bearing of N 40°57'6.5" E 84.675 feet thence to a point on a bearing of N 68°22'58.0" E 2.733 feet returning to the point and place of beginning. Having an area of approximately 4427.559 Sqr feet being 0.102 acres.

for the construction of State Highway Project 34165.2.18 .

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 employees, officials, contractors, or agents, or assigns, as well as utility companies and all others deemed necessary by the Department, may enter upon the above described lands for carrying on the work, construction, and utility relocations or utility encroachments for Project 34165.2.18 in accordance with the plans and specifications on file in its office in Raleigh, North Carolina, and that the Department, its employees, officials, agents, contractors, or assigns, as well as utility companies and all others deemed necessary by the Department, shall have the same rights for carrying on the work, construction, and utility relocations or utility encroachments for the project as would have been accorded by filing the pleadings required in North Carolina General Statute 136-103. It is understood and agreed that this Agreement includes the right to use the Permanent Utility Easement shown on the DEPARTMENT's plans for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents, assigns, and licensees (including, without limitation, public utility companies) shall have the right to construct and maintain in a proper manner in, upon and through said premises 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 utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said 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.

The right of entry described herein 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. The OWNERS DO HEREBY EXPRESSLY WAIVE any and all claims arising from any entry made pursuant to this agreement and being in the nature of a trespass, taking, or an inverse condemnation. This waiver applies to the Department, its employees, officials, contractors, agents, assigns, and/or licensees, as well as to utility companies and all others deemed necessary by the Department to enter the property for the purposes set forth herein.

IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING 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.

TIP/PARCEL NO.: I-2513AC 102

COUNTY: Buncombe

IN WITNESS WHEREOF, the GRANTOR pursuant to a resolution dated \_\_\_\_\_, has caused this instrument to be signed in its corporate name by its COUNTY MANAGER OF BUNCOMBE COUNTY, its corporate seal hereto affixed, and attested by its COUNTY MANAGER OF BUNCOMBE COUNTY, by order of the BUNCOMBE COUNTY, this the day and year first above written.

**BUNCOMBE COUNTY**

\_\_\_\_\_  
Avril Pinder, County Manager of Buncombe County

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

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that Avril Pinder _____ personally came before me this day and acknowledged that she is the COUNTY MANAGER of the BUNCOMBE, and that by authority duly given, the foregoing instrument was signed in its name by Avril Pinder _____, its COUNTY MANAGER of BUNCOMBE COUNTY, sealed with its corporate seal, and attested by Avril Pinder _____ as its COUNTY MANAGER. Witness my hand and official seal this the _____ day of _____, 20 24 .
	_____ Notary Public
	My commission expires: _____