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Prepared By: Attorney General's Office / Property Control Section
9001 MSC/Property Control, Raleigh, NC 27699-9001
SPO File No.: 011-AAK

After Recording Return to: _____

STATE OF NORTH CAROLINA

EASEMENT

COUNTY OF BUNCOMBE

THIS EASEMENT ("Easement"), made and entered into as of the date set forth in the notary acknowledgment below, by and between the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as GRANTOR, and the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as GRANTEE:

WITNESSETH:

THAT, WHEREAS, the North Carolina Department of Environment and Natural Resources, Wildlife Resources Commission, has authorized and approved the execution of this Easement for the purposes herein expressed; and,

WHEREAS, the execution of this Easement for and on behalf of the State of North Carolina has been duly approved by the Council of State by resolution adopted at a meeting held in the City of Raleigh, North Carolina, on the 12th day of September, 2006; and

WHEREAS, Grantor owns that certain parcel or tract of land being more particularly

described in Book 3881, Page 145, Buncombe County Registry (the "Property"); and

WHEREAS, it is the intent of Grantee to construct and maintain certain road improvements upon a portion of the Property and SR 1628 (Griffin Branch Road), French Broad Township, Buncombe County, North Carolina, in accordance with North Carolina Department of Transportation plans for the improvement and repair of SR 1628 (Griffin Branch Road) (hereinafter sometimes referred to as the "Project Plan", the improvements constructed in accordance with said Project Plan are sometimes referred to herein as the "Project").

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00), paid to Grantor, receipt of which is hereby acknowledged, Grantor does hereby grant, sell and convey unto Grantee, and its successors, the right, privilege, right of way and easement for ingress and egress, together with the right to construct, improve, reconstruct, repair, replace, inspect, maintain and use for highway right of way purposes, permanent rights of way, drainage, sedimentation control and necessary cut and/or fill slopes within and upon the Easement Area, as hereinafter described, and the area adjacent to the Project and being located in French Broad Township, Buncombe County, North Carolina, upon and along SR 1628 (Griffin Branch Road), and being more particularly described as follows:

Right of Way Easement Area

Commencing at GIS marker NAD 83 (2007) having grid coordinates N = 35 42 17.09382082, W = 34 22.86350; thence South 42 degrees 27' 22" West 5294.38 feet to a point at the intersection of the western right of way of SR 1628 (Griffin Branch Road), the northeastern corner of property described in Book 79CD, Page 2529, Buncombe County Registry and the southeastern corner of property described in Book 3881, Page 145, Buncombe County Registry; thence 22.5 feet easterly and perpendicular to the centerline of SR1628 to the point of beginning; thence 22.5 feet on each side of the centerline of said SR 1628 as constructed, the approximate location of the centerline being shown on the Project Plans, northerly to the point of terminus at Station 49+50, as said 45 foot wide right of way easement is shown on the Project Plan, reference to which is hereby made for a more particular description (the "Easement Area").

IT IS UNDERSTOOD AND AGREED BETWEEN GRANTOR AND GRANTEE:

1. The purpose of this Easement is to allow Grantee to widen and improve SR 1628 (Griffin Branch Road), French Broad Township, Buncombe County, North Carolina in accordance with the Project Plan.

2. This Easement shall cover that portion of SR 1628 (Griffin Branch Road) on or adjacent to the Property, as shown on the Project Plan. Permission is also granted to Grantee to exceed the Easement Area, for the purpose of cut and fill slopes that are needed for the construction of the Project. Grantee shall have the right to perform such work as is reasonably necessary in order to accomplish construction of the Project, together with the right to maintain and repair the Project for so long as necessary to maintain that portion of SR 1628 (Griffin Branch Road) described herein, as part of the State maintained road system.

3. Grantee agrees that it will utilize the Easement Area for no purpose other than the construction of the Project as shown on the Project Plan and for the maintenance of same thereafter. Grantee further agrees that it will not permit anyone to encroach upon nor grant to anyone encroachment rights within the Easement Area.

4. This Easement is granted subject to all existing rights of way and easements within the Easement Area.

5. Grantor reserves the right to utilize the area within the Easement Area for all purposes not inconsistent with the easement rights herein conveyed.

6. Pursuant to the delegation of authority, under G.S. § 113A-56(b), to administer its own sedimentation and erosion control program, Grantee agrees to construct the Project consistent with the mandatory requirements of G.S. § 113A-57 and the Regulations promulgated

thereunder in 15A North Carolina Administrative Code, Chapter 4. Likewise, Grantee agrees that it will, to the extent practical, return the Easement Area and any other areas of the Property affected by the construction of the Project, to preconstruction condition, including if necessary, replacing any trees which may be destroyed during construction.

7. It is understood and agreed that Grantee shall have the right to construct and maintain the cut and/or fill slopes in the Easement Area 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 slope is no longer needed. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits will terminate upon completion of the Project.

8. It is understood and agreed that Grantee will correct any drainage problems on the Property related to the construction of the Project in a timely manner and to Grantor's satisfaction.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto Grantee, its successors and assigns in perpetuity.

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IN TESTIMONY WHEREOF, the STATE OF NORTH CAROLINA has caused this instrument to be executed in its name by MICHAEL F. EASLEY, Governor, attested by ELAINE F. MARSHALL , Secretary of State, and the Great Seal of the State of North Carolina to be hereto affixed by virtue of the power and authority aforesaid.

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

By: _____
Secretary of State

APPROVED AS TO FORM:

ROY COOPER
ATTORNEY GENERAL

By: _____
Assistant Attorney General

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Amanda L. Haynes, a Notary Public in and for the aforesaid County of Wake and State of North Carolina, do hereby certify that ELAINE F. MARSHALL, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by MICHAEL F. EASLEY Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 30 day of October, 2008.

AMANDA L HAYNES
Notary Public
Wake County
State of North Carolina
My Commission Expires Oct 19, 2011

Amanda L Haynes
Notary Public

Print Name: Amanda L. Haynes

My Commission Expires: Oct. 19, 2011