FILED
CHEROKEE COUNTY NC
DAPHNE DOCKERY
REGISTER OF DEEDS

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EXCISE TAX	(None)

Prepared by and return to:
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321
SPO File No. 20-ZA
EEP No. 92633 Martin Creek II
CHEROKEE COUNTY

TEMPORARY CONSTRUCTION EASEMENT

This Agreement, made this 10 day of February 2011, between **Wildcat Investments, LLC** hereinafter designated as **Grantor**, and the **State of North Carolina**, acting by and through the **Ecosystem Enhancement Program (formerly known as the Wetlands Restoration Program)**, hereinafter designated **Grantee**, does hereby grant unto the **Grantee**, its successors, assigns, agents, contractors, subcontractors and employees the exclusive right of reasonable ingress and egress across Grantor's property located at Wildcat and Martin Creek Roads in order to perform certain construction activities for a stream restoration, enhancement and/or wetlands restoration, enhancement or creation project (the Project) along Martin Creek and its tributaries in Cherokee County.

As well as the right to fill in two (2) existing channels lying on Grantor's property (PIN# 459104637931000, Cherokee County) as shown on "Exhibit A" attached hereto) as part of the Project on Martin Creek. This Temporary Construction Easement allows Grantee 1) access across Wildcat Road and other existing roads and open area of Grantor's property to the conservation areas on the adjacent Bourne property (PIN# 45910014662400) for hauling materials and equipment related to construction of the Project and 2) to fill two existing channels with spoil materials on portions of said Wildcat Investment LLC property (PIN# 459104637931000) as shown on "Exhibit A."

Grantor, for the true and actual consideration of **$600.00** does convey to **Grantee**, its successors and assigns, a **Temporary Construction Easement**, hereinafter **Easement,** for a specified work area on the property identified as PIN# 459104637931000 Cherokee County Tax Office.

Said **Easement** shall include fill/spoil/stockpiling area of approximately 470+/- feet by 200+/- feet and labeled #2 on "Exhibit A" and access/haul roads (labeled #1 on "Exhibit A") of approximately 30+/- feet in width, including the limits of disturbance for construction related activities, except where existing buildings or protected trees lie. In these areas the widths will be mutually agreed upon for said **Project**. The access/haul roads shown on the attached "Exhibit A" will access the property from Martin Creek Road/NCSR 1556.

Access/Haul Road: (Labeled #1 on Exhibit A")
Access/Haul Road shall extend from Martin Creek Road/NCSR 1556 along Wildcat Road and other existing roads in a westerly direction to an open area at the rear of Grantor's property being a common boundary with the adjacent landowner, Bourne Estate. Said access/haul road shall also be used for restoration related activities involved in moving spoil material to, in and around 2 existing channels near the intersection of Martin Creek Road and Wildcat Road

Area of 2 existing channels to be filled: (Labeled #2 on "Exhibit A")
Said existing channels area to be filled shall extend outwards from top of existing channel banks on both sides of said channels 100 feet. Said fill area shall extend from the right of way of Martin Creek Road to the property line with adjacent landowner, Bourne Estate, as shown on "Exhibit A."

Grantor agrees the consideration recited herein is just compensation for the **Easement**, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property and said **Project**.

The **Grantor** also grants to the **Grantee**, its successors, assigns, agents, contractors, and employees the right to erect and use construction equipment at the site of the **Easement** herein described.

IT IS UNDERSTOOD that the **Easement** rights herein granted shall automatically terminate 2 years from the date rendered hereof or upon completion of the above referenced **Project**, whichever is sooner.

The **Grantee**, its successors, and assigns agree to the following conditions of this **Easement:**

1. The **Grantee** shall exercise care to avoid damaging the property in any manner not consistent with the purpose for which this agreement is issued.

2. The **Grantee** shall at all times cooperate with **Grantor** and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.

3. The **Grantee** if necessary shall perform felling, bucking, and decking of merchantable timber according to acceptable logging practices with a minimum of breakage, damage, and waste. Utilization of heavy equipment to grade, fill, and prepare the soil, including modification of the hydrology of the site.

4. The **Grantee**, at a minimum, shall spread material uniformly over the construction site for uniform topography and seed with grass. Such material may include the planting of trees, shrubs and herbaceous vegetation. **Grantee** shall fertilize all areas. Upon completion of the **Project**, **Grantee** shall clean all the ground occupied of all rubbish, excess material, temporary structures, and equipment.

5. **Grantee** shall leave all parts of the **Project** site in acceptable condition.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written,

_____ **(SEAL)**
Member/Manager
Print name James B. Cook

NORTH CAROLINA

COUNTY OF Chatham

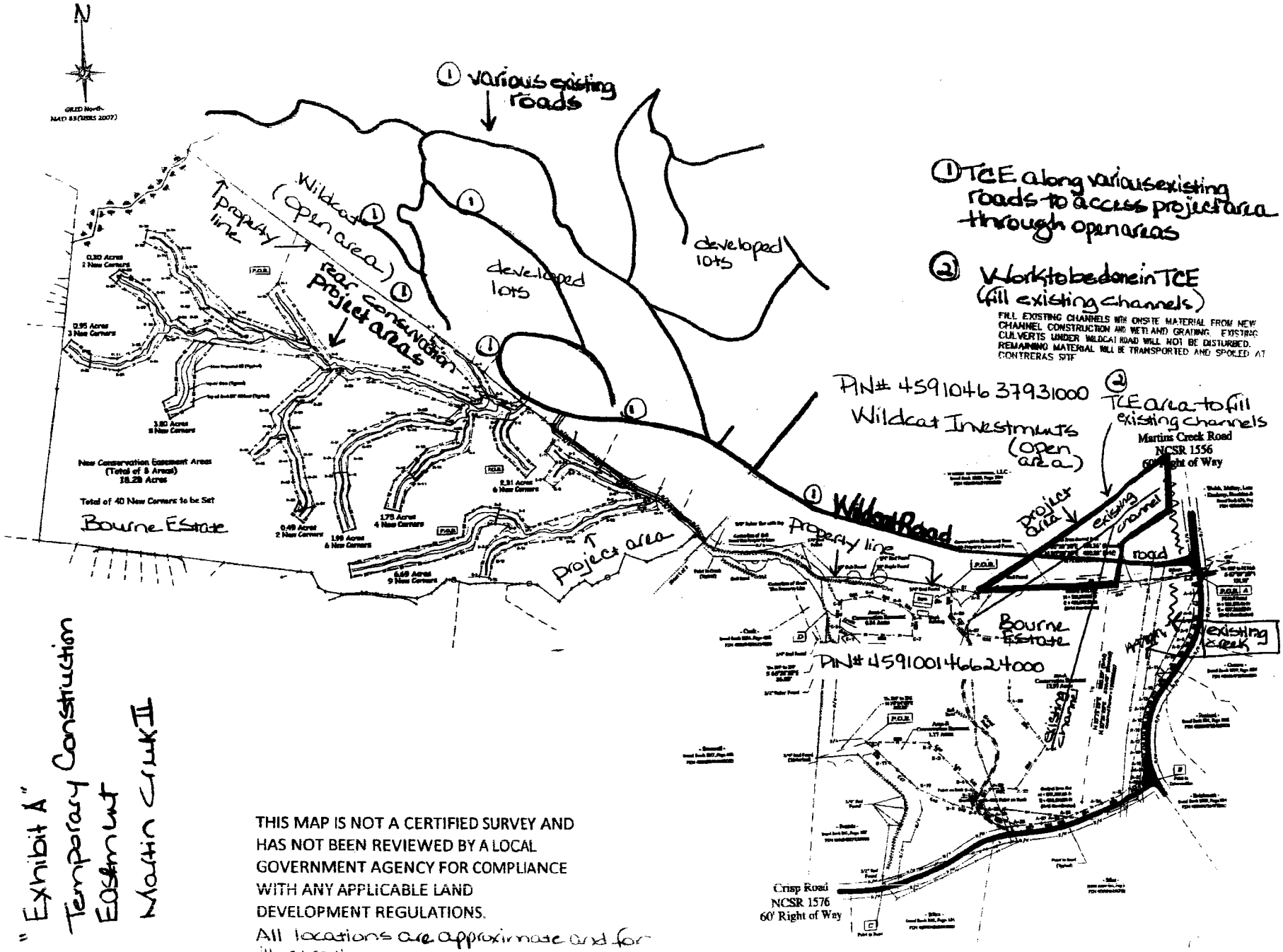
I, Nancy Gracey Sneed, a Notary Public in and for the County and State aforesaid, do hereby certify that James B Cook Manager/Member of Wildcat Investments, LLC, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 16th day of February, 2011.

_____
Notary Public

My commission expires:
1/10/15

NANCY GRACEY SNEED
NOTARY
PUBLIC
CHATHAM COUNTY, NC



"Exhibit A"
Temporary Construction
Easement
Martin Creek II

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

All locations are approximate and for illustration purposes.