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CHEROKEE
COUNTY NC
DAPHNE DOCKERY
REGISTER
OF DEEDS KMW

STATE OF NORTH CAROLINA
CHEROKEE COUNTY
DMS SITE 92633
Martins Creek II
SPO File Number: 20-ZA-TCE

TEMPORARY CONSTRUCTION EASEMENT AND RIGHT OF ACCESS

Prepared by: Office of the Attorney General
Property Control Section
Return to: Blane Rice, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

This Agreement, made this 3 day of July 2017, between **Bradford J. Fick**, ("**Grantor**"), whose mailing address is **995 Breakaway Trail, Titusville, Florida 32780**, and the **State of North Carolina**, acting by and through the **Department of Environmental Quality, Division of Mitigation Services, formerly the Ecosystem Enhancement Program**, hereinafter designated ("**Grantee**"), does hereby grant unto the **Grantee**, its successors, assigns, agents, contractors, subcontractors and employees the exclusive right of reasonable access, ingress and egress across lands owned by the **Grantor** to an adjacent property identified as PIN 459100146624000 along the tributary of Martins Creek II, in the County of Cherokee, for the benefit of the **Grantee.**

WHEREAS, Grantor owns in fee simple certain real property situated, lying and being in Murphy Township, Cherokee County, North Carolina, (the "**Property**") and being more particularly described as those certain parcels containing approximately 4.9+/- acres and being conveyed to the **Grantor** by deed as recorded in Deed Book 1203, Page 326 Cherokee County Registry. Further described as Lots 125A and 125B, Wildcat Subdivision, Phase IV, Alto Vista Road, Cherokee County Tax PIN 4591003532340000.

This **Temporary Construction and Access Easement**, hereinafter ("**Easement**"), is to allow for access across the above referenced **Property** on existing dirt trails that extend from Alto Vista Road through said **Property** to an adjacent parcel as shown on ("**Attachment A**").

Grantor, for the true and actual consideration of **$1,000.00** (**One Thousand Dollars**), does convey to **Grantee**, by and through its **Department of Environmental Quality, Division of Mitigation Services**, its successors and assigns, an **Easement,** for a specified access area on the **Property,** Incorporated as shown and illustrated on **Attachment A**.

Grantor agrees the consideration recited herein is just compensation for the **Easement**, including any damages to **Grantor's Property**, if any, which may result.

The **Grantor** also conveys to the **Grantee**, its successors, assigns, agents, contractors, subcontractors and employees, the right to park construction and monitoring related vehicles at the site of the **Easement** herein and to provide a working access code for the security gate allowing access to the **Property and Easement**.

IT IS UNDERSTOOD that the **Easement** rights herein granted shall automatically terminate **60 Months** from the date rendered hereof.

The **State of North Carolina**, (**Grantee**), its successors, assigns, agents, contractors, and employees agree to the following terms and conditions of this **Easement:**

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

2. **COOPERATION WITH GRANTOR: Grantee** shall cooperate with **Grantor** and comply with reasonable requests not inconsistent with the purpose for which this **Easement** is issued.

3. **CLEARING: Grantee** agrees that the use of any equipment on the **Property** shall be done by qualified operators and will use all industry standard safety precautions.

4. **CLEANUP:** At a minimum, **Grantee** shall spread material uniformly over the **Easement,** restore uniform topography and seed with grass. Upon termination of this **Easement**, **Grantee** shall clean the **Easement** as occupied of all rubbish, any excess materials, any temporary structures, and all equipment.

5. **ACCEPTANCE:** All parts of the **Easement** shall be restored to a condition like that at inception and in an acceptable condition at termination.

IN TESTIMONY, WHEREOF, the **Grantor** has hereunto set his hand and seal, the day and year first above written, for **The State of North Carolina,** SPO File 20-ZA-TCE.

Grantor

By: _____
Bradford J. Fick

STATE OF FLORIDA
COUNTY OF Brevard

I, Katy Arceneaux, a Notary Public in the and for the County of Brevard and State aforesaid, do hereby certify that **Bradford J. Fick,** 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 5 day of July, 2017.

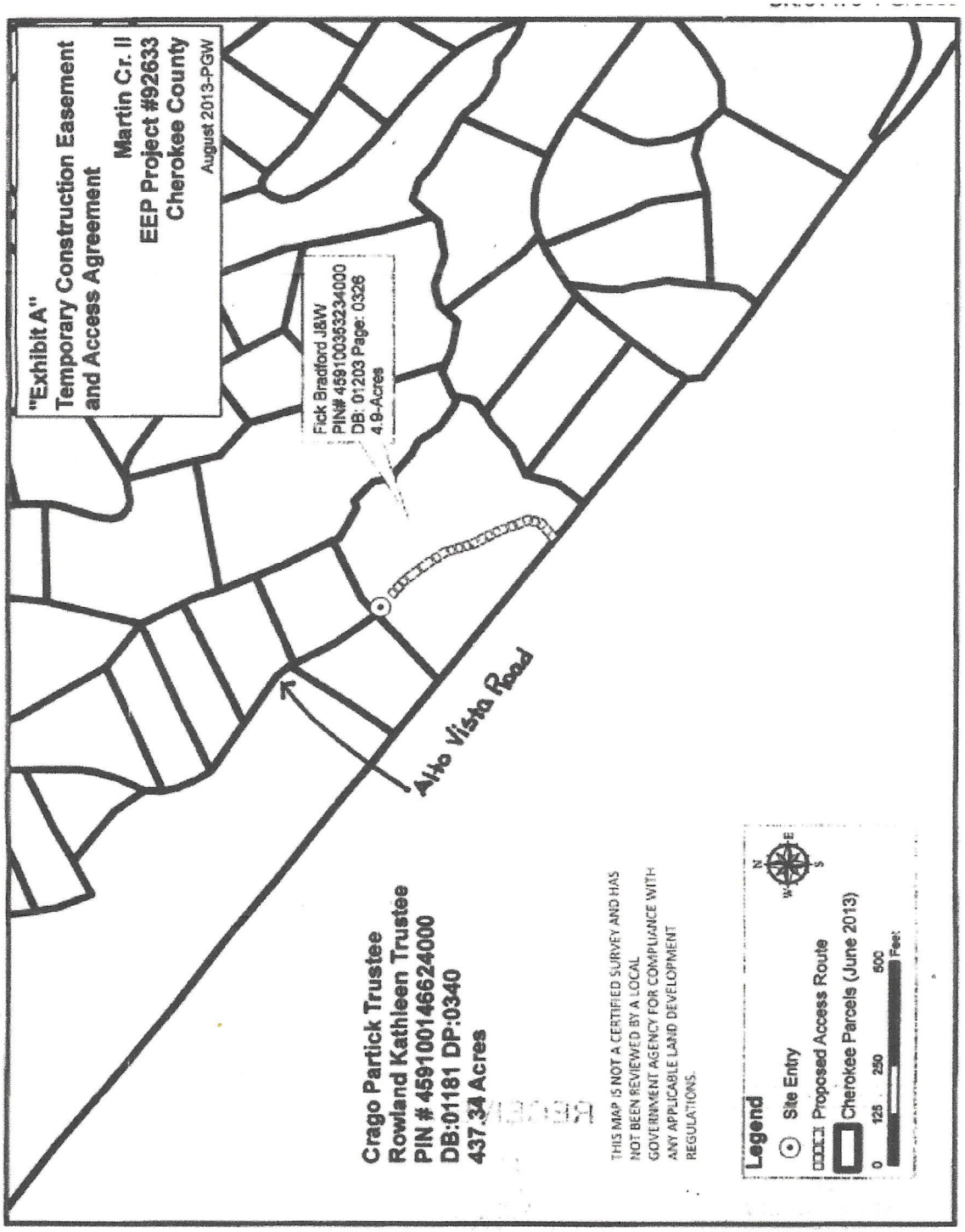
Katy C. Arceneaux
Notary Public

KATY C. ARCENEAUX
Notary Public - State of Florida
Commission # FF 210599
My Comm. Expires Mar 16, 2019

My commission expires:
3/16/2019

ATTACHMENT "A"

Temporary Construction and Access Easement



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