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Patsy T. McDonald, Register of Deeds
Richmond County, NC
Patsy T. McDonald

77-028.008 (1)

STATE OF NORTH CAROLINA
RICHMOND COUNTY

SPO File Number: 77-ZB
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

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

This Agreement, made this 26th day of April 2007, between John M. Nance, Sr. (unmarried), John M. Nance, Jr. (separated) and Stephen Clay Nance (separated) and hereinafter designated as **Grantor**, and the **State of North Carolina**, acting by and through the **Ecosystem Enhancement Program**, hereinafter designated **Grantee**, does hereby grant unto the **Grantee**, its successors, assigns, agents, contractors, subcontractors and employees the exclusive right to perform those certain construction activities necessary to perform a stream restoration, enhancement and/or wetlands restoration, enhancement or creation project, hereinafter designated **Project,** along with the to right of reasonable ingress and egress to the Project along Hall Branch off SR 1450/Green Lake Road, Mineral Springs Township in Richmond County for the benefit of the **Grantor.**

Grantors, for the true and actual consideration of $600.00 do convey to **Grantee**, by and through its **Department of Environment and Natural Resources, Ecosystem Enhancement Program**, its successors and assigns, a Temporary Construction Easement, hereinafter **Easement,** for a specified work area on the property as identified on attached Exhibit "A". Property subject to this Easement is recorded in Deed Book 1132 at Page 510, Deed Book 579 Page 496, Deed Book 1081 at page 294 recorded in the Richmond County Registry and is further identified as PIN#s 747700918870, and 747700927197. Said easement will contain approximately 0.45 acres +/- and extend approximately 300 +/- linear feet having a width of 30 feet and along an existing dirt road/path for the purpose of said **Project**. Said construction easement is a private easement for the stream restoration project on the adjacent property and does not convey access to the general public.

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 1 year from the date rendered hereof.

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

1. **DAMAGE TO PROPERTY:** 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**: Shall at all times cooperate with **Grantor** and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.

3. **CLEARING:** 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. **CLEANUP:** At a minimum, Grantee shall spread material uniformly over the construction site/easement area for uniform topography and seed with grass. Includes possible planting of trees, shrubs and herbaceous vegetation, and fertilize all areas. Upon completion of the **Project**, shall clean all the ground occupied of all rubbish, excess material, temporary structures, and equipment.

5. **ACCEPTANCE:** All parts of the **Project** site shall be left in acceptable condition.

IT IS ALSO UNDERSTOOD that the **Grantor** shall convey and the **Grantee** shall receive a **Permanent Access Easement** to perpetually protect the access to said **Project**. The location of said easement shall be in the area shown on Exhibit A ("Proposed new access road on property of Clay Nance").

The conveyance of the **Permanent Access Easement** shall occur on or before the termination of the temporary construction easement and will be based upon a metes and bounds description rendered by a Professional Land Surveyor. Grantor and Grantee shall agree on the size and description of the **access easement** within 90 days of the execution of said temporary construction easement.

Said permanent access easement shall follow as closely as possible, subject to survey, an existing dirt road on the north and west sides of the tract owned by Clay Nance. It shall be approximately 20 feet in width sufficient to allow vehicles for monitoring as well as construction vehicles if needed for repairs to the restoration site.

If Clay Nance is not able to convey clear title due to delay in divorce proceedings within the time period noted above, the State may continue to use the dirt road specified in the temporary construction easement until such time as he can convey clear title.

The **Grantee** is buying the **access easement for $ 3,000.00 per acre (Three Thousand Dollars per acre)** which is subject to final survey. The Grantee will also pay for all title and survey work required for the conveyance of this permanent easement.

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

_____ **(SEAL)**
John M. Nance, Sr.

_____ **(SEAL)**
John M. Nance, Jr.

_____ **(SEAL)**
Stephen Clay Nance

FRANCES NANCE NOTARY PUBLIC RICHMOND COUNTY, NC

NORTH CAROLINA

COUNTY OF Richmond

I, Frances Nance, a Notary Public in and for the County and State aforesaid, do hereby certify that John M. Nance, 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 17th day of July, 2007.

Frances Nance
Notary Public

My commission expires:

5-20-08

FRANCES NANCE NOTARY PUBLIC RICHMOND COUNTY, NC

NORTH CAROLINA

COUNTY OF Richmond

I, Frances Nance, a Notary Public in and for the County and State aforesaid, do hereby certify that ~~John~~ John M. Nance Jr., 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 17th day of July, 2007.

Frances Nance
Notary Public

My commission expires:

5-20-08

FRANCES NANCE NOTARY PUBLIC RICHMOND COUNTY, NC

NORTH CAROLINA

COUNTY OF Richmond

I, Frances Nance, a Notary Public in and for the County and State aforesaid, do hereby certify that Stephen Clay Nance, 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 17th day of July, 2007.

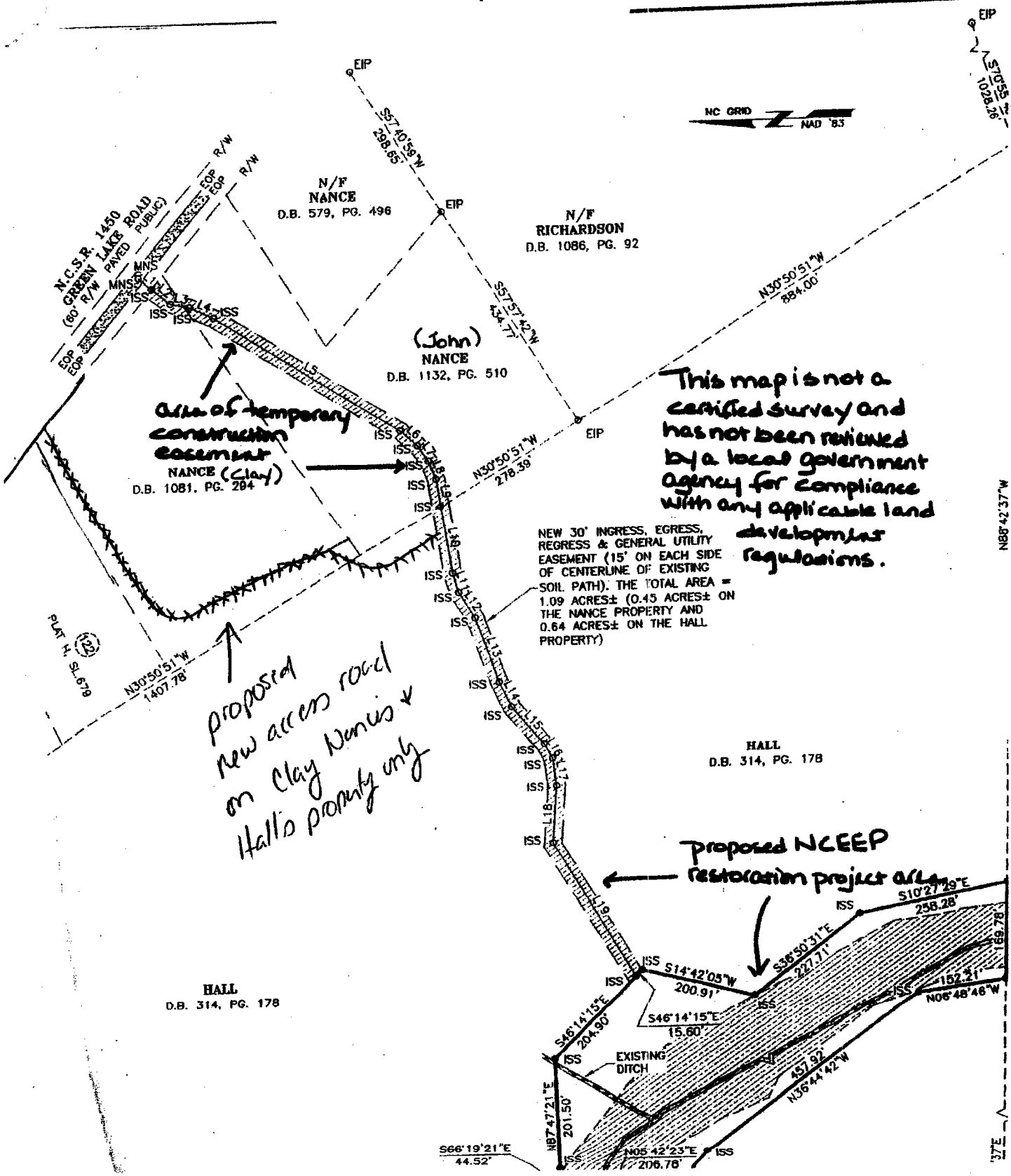
Frances Nance
Notary Public

My commission expires:

5-20-08

FRANCES NANCE
NOTARY PUBLIC
RICHMOND COUNTY, NC

Exhibit A


N.C.S.R. 1450
GREEN LAKE ROAD
(60' R/W PAVED PUBLIC)
R/W
EOP
MNS
ISS
N/F
NANCE
D.B. 579, PG. 496
EIP
S57°40'59"W
298.65'
N/F
RICHARDSON
D.B. 1086, PG. 92
S57°57'42"W
434.77'
N30°50'51"W
884.00'
S70°55'
1028.26'
NC GRID
NAD '83
(John)
NANCE
D.B. 1132, PG. 510
area of temporary construction easement
NANCE (Clay)
D.B. 1081, PG. 294
N30°50'51"W
278.39'
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.
NEW 30' INGRESS, EGRESS, REGRESS & GENERAL UTILITY EASEMENT (15' ON EACH SIDE OF CENTERLINE OF EXISTING SOIL PATH). THE TOTAL AREA = 1.09 ACRES± (0.45 ACRES± ON THE NANCE PROPERTY AND 0.64 ACRES± ON THE HALL PROPERTY)
N88°42'37"W
PLAT H, SL.679
N30°50'51"W
1407.78'
proposed new access road on Clay Nances + Hall's property only
HALL
D.B. 314, PG. 178
proposed NCEEP restoration project area
S10°27'29"E
258.28'
S35°50'31"E
227.71'
S14°42'05"W
200.91'
S46°14'15"E
15.60'
S46°14'15"E
204.90'
EXISTING DITCH
N87°47'21"E
201.50'
S66°19'21"E
44.52'
N05°42'23"E
206.78'
457.92'
N36°44'42"W
152.21'
N06°48'46"W
69.78'
HALL
D.B. 314, PG. 178