FILED
CHATHAM COUNTY NC
TREVA B. SEAGROVES
REGISTER OF DEEDS

FILED	Mar 13, 2008
AT	04:25:54 pm
BOOK	01391
START PAGE	0140
END PAGE	0146
INSTRUMENT #	02923
EXCISE TAX	(None)

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STATE OF NORTH CAROLINA
CHATHAM COUNTY

SPO File Number: 019-ZD
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 EASEMENT

This Agreement, made this 13 day of March 2008, between George and Mary Pike and Harvey C. and Ginger Harris Pike 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 the Unnamed Tributary to Rocky River in Chatham County for the benefit of the **Grantor.**

George and Mary Pike, and Harvey C. and Ginger Harris Pike, **Grantor**, for the true and actual consideration of $ 600.00 does 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 exhibits "A" , "B" and "C". Said project will involve replacement of an undersized pipe that will eliminate a backwater condition within the stream restoration area. Property subject to this Easement is recorded in Deed Book 798 at Page 0653 recorded in the Chatham County Register of Deeds.

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, 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 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.

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

George E. Pike **(SEAL)**
George E Pike

Mary H. Pike **(SEAL)**
Mary H. Pike

Harvey C. Pike (SEAL)
Harvey C. Pike

Ginger Harris Pike (SEAL)
Ginger Harris Pike

State of North Carolina

County of Chatham

I, James R. Rogers III, a Notary Public of Wake County and State of North Carolina, do hereby certify that Harvey C. Pike and Ginger Harris Pike, 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 13th day of March, 2008.

James R. Rogers III
Notary Public

My Commission Expires: October 14, 2012

JAMES R. ROGERS III NOTARY PUBLIC WAKE COUNTY, N.C.

NORTH CAROLINA

COUNTY OF Chatham

I, Heather L. Harms, a Notary Public of Chatham County and State of North Carolina, do hereby certify that George E. Pike and Mary H. Pike, 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 29th day of January, ~~2007~~ 2008.

Heather L. Harms

Notary Public

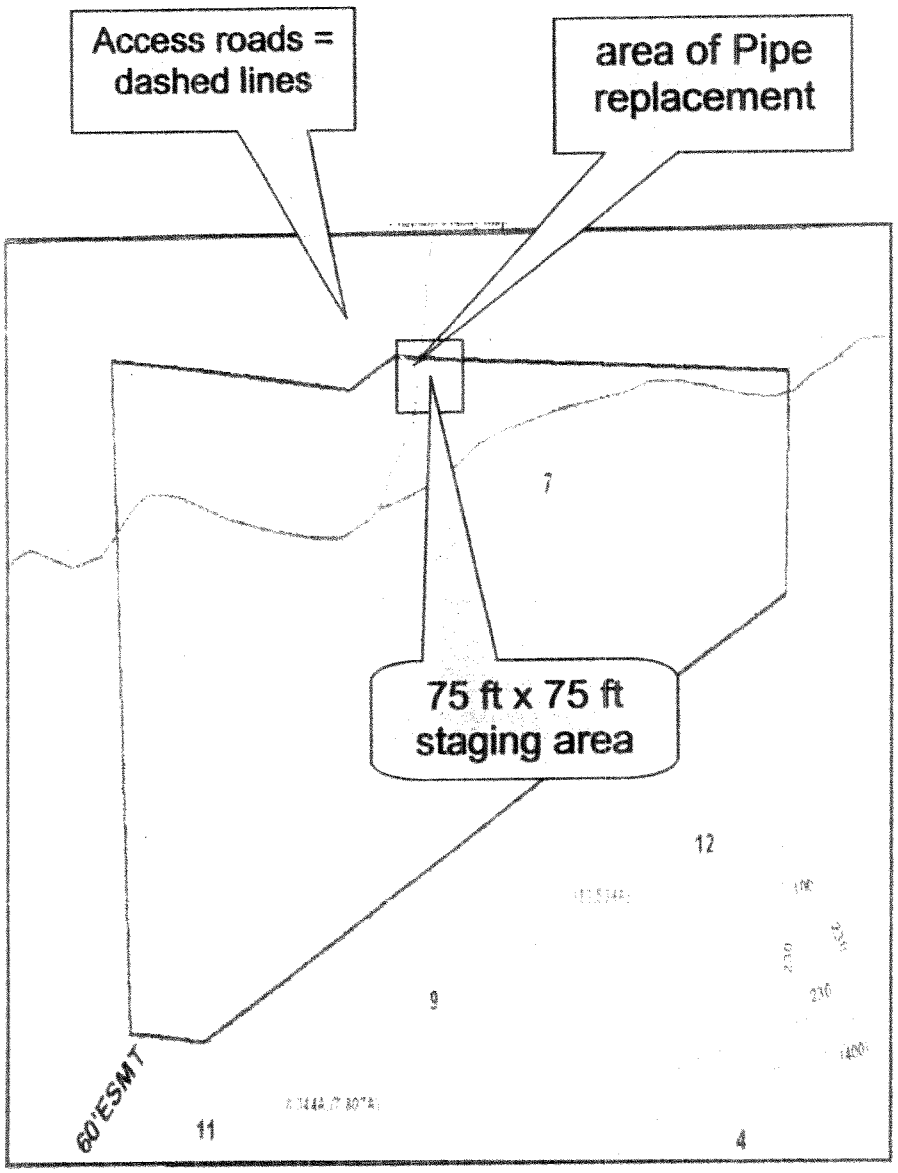
My commission expires:

October 30, 2011

Heather L. Harms Notary Public Chatham County, NC

Exhibit A

Pike & Smith Parcel Map with Pipe Replacement and Staging Area Indicated



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.

Exhibit B

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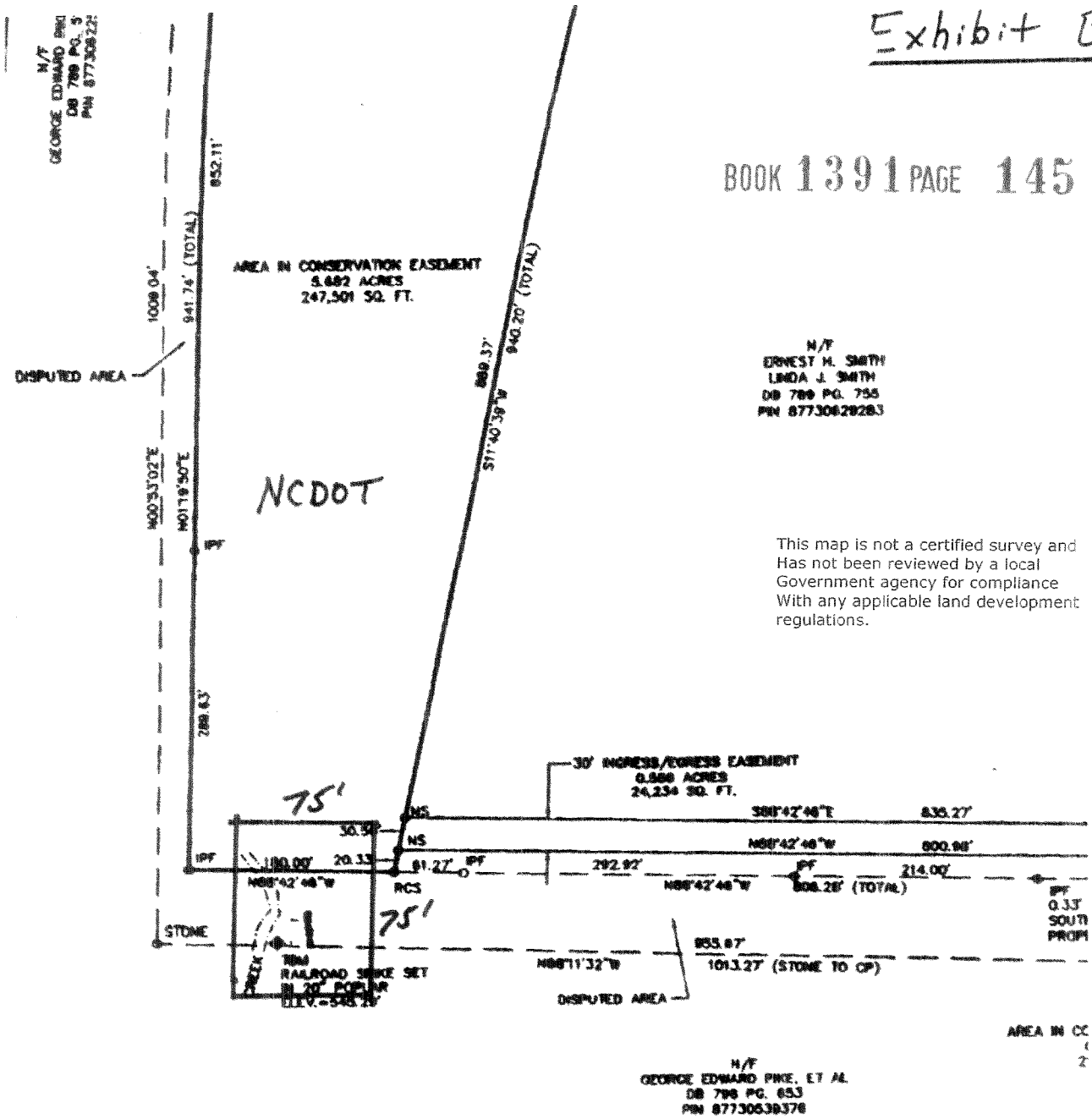


LEGEND

N/F	NOW OR FORMERLY
PG	PAGE
DB	DEED BOOK
PB	PLAT BOOK
RCS	REBAR AND CONSERVATION CAP SET
IRF	IRON ROD FOUND
RSF	RAILROAD SPIKE FOUND
IPF	IRON PIPE FOUND
CP	CALCULATED POINT
R/W	RIGHT-OF-WAY
TBM	TEMPORARY BENCHMARK
NS	NAIL SET

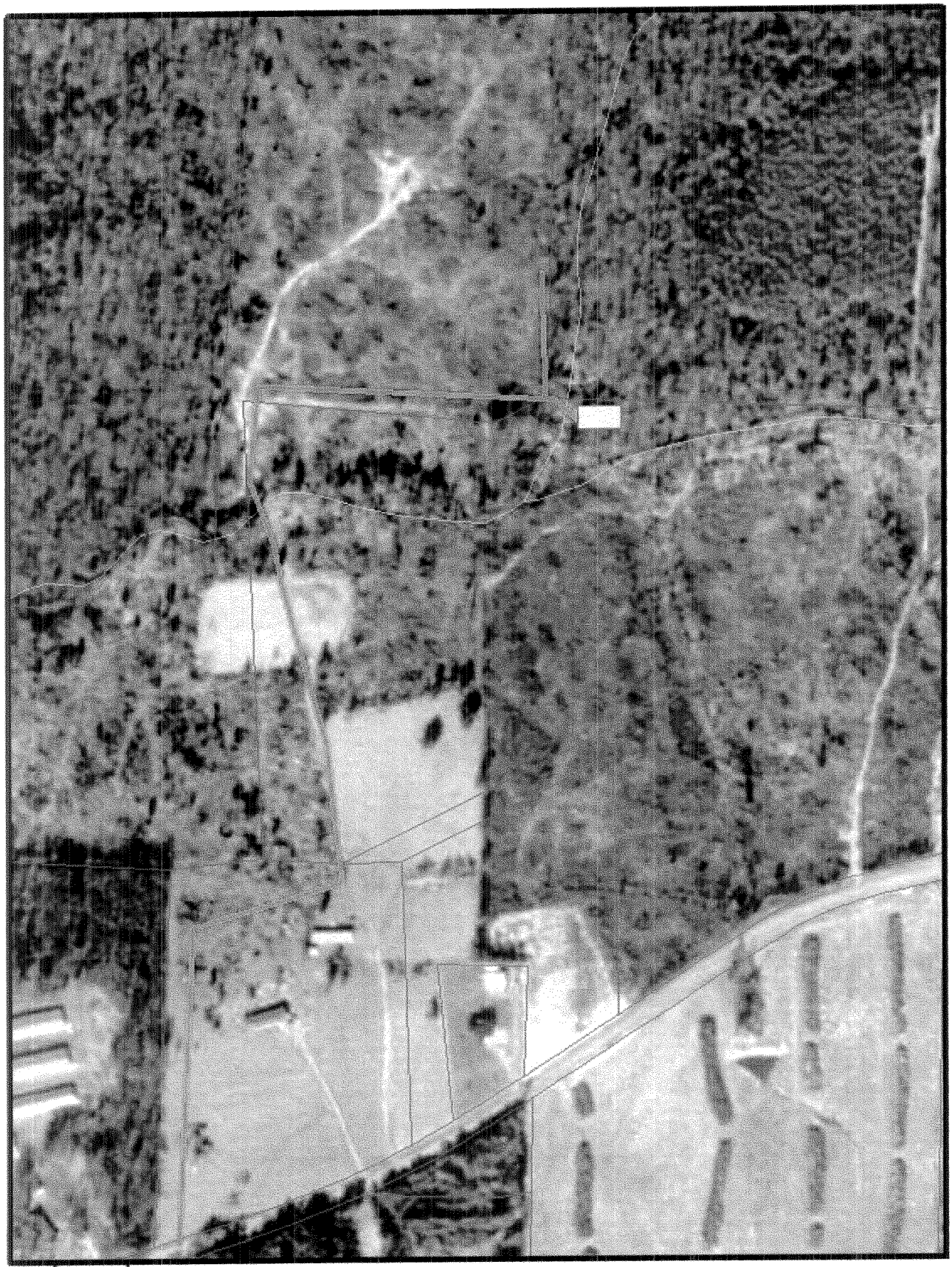
LINE TABLE

LINE	BEARING	LENGTH
L1	N03°22'38"W	14.70
L2	N03°22'38"W	20.07
L3	S07°38'58"E	15.03
L4	N78°53'24"E	80.11
L5	S07°38'58"E	15.03

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	BEARING	CHORD	DELTA
C1	2388.91'	32.27'	16.14'	S69°28'25"W	32.27'	0°46'25"

Exhibit C: Pike Access Road- Ut to Rocky River



Legend

- PointSPM
- parcels_withtax
- cpf_line
- ---- access road

0 190 380 760 Feet

N W E S

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