FILED
CHATHAM COUNTY NC
TREVA B. SEAGROVES
REGISTER OF DEEDS

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BOOK	01500
START PAGE	0031
END PAGE	0034
INSTRUMENT #	01126
EXCISE TAX	(None)

BOOK 1500 PAGE 0031

Prepared by and return to:
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321
SPO File No. 019-AJ: (19-28-009)
EEP No. 671
CHATHAM COUNTY

TEMPORARY CONSTRUCTION EASEMENT

This Agreement, made this 4th day of February 2010, between **Larry E. Matthews and Dian Y. Matthews ,address, 10264 Pleasant Hill Church Rd. Siler City NC 27344,** 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 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 Greenbrier Creek and its tributaries in Chatham County for the benefit of the **Grantor.**

Whereas Grantor executed a permanent Conservation Easement to the State of North Carolina on a portion of its property located in Albright Township Chatham County. Said Conservation Easement is recorded in Deed Book 01309 at Page 0775 Chatham County Registry for a stream restoration project on tributaries to the Greenbrier Creek. This Temporary Construction Easement is to allow for haul roads and stockpiling/spoil areas on portions of said property (PIN# 0000231) outside of permanent Conservation Easement Areas as shown on the attached map 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# 0000231 Chatham County Tax Office and recorded in

Deed Book 90E-140, Deed Book 257 Page 460, Deed Book c-V2 Page 253 of the Chatham County Registry, North Carolina.

Said **Easement** shall include spoil/stockpiling areas consisting of clean soil with no rocks or vegetative debris. Approximately 1400 cubic yards of spoil material will be placed at each of the two areas shown on the photo attached 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 two haul roads shown on the attached exhibit map will access the property from State Road 1300.

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,

Larry E. Matthews (SEAL)
Larry E. Matthews

Dian Y. Matthews (Seal)
Dian Y. Matthews

NORTH CAROLINA

COUNTY OF Chatham

I, Camelia W. Morris, a Notary Public in and for the County and State aforesaid, do hereby certify that Larry E. Matthews and wife Dian Y. Matthews, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

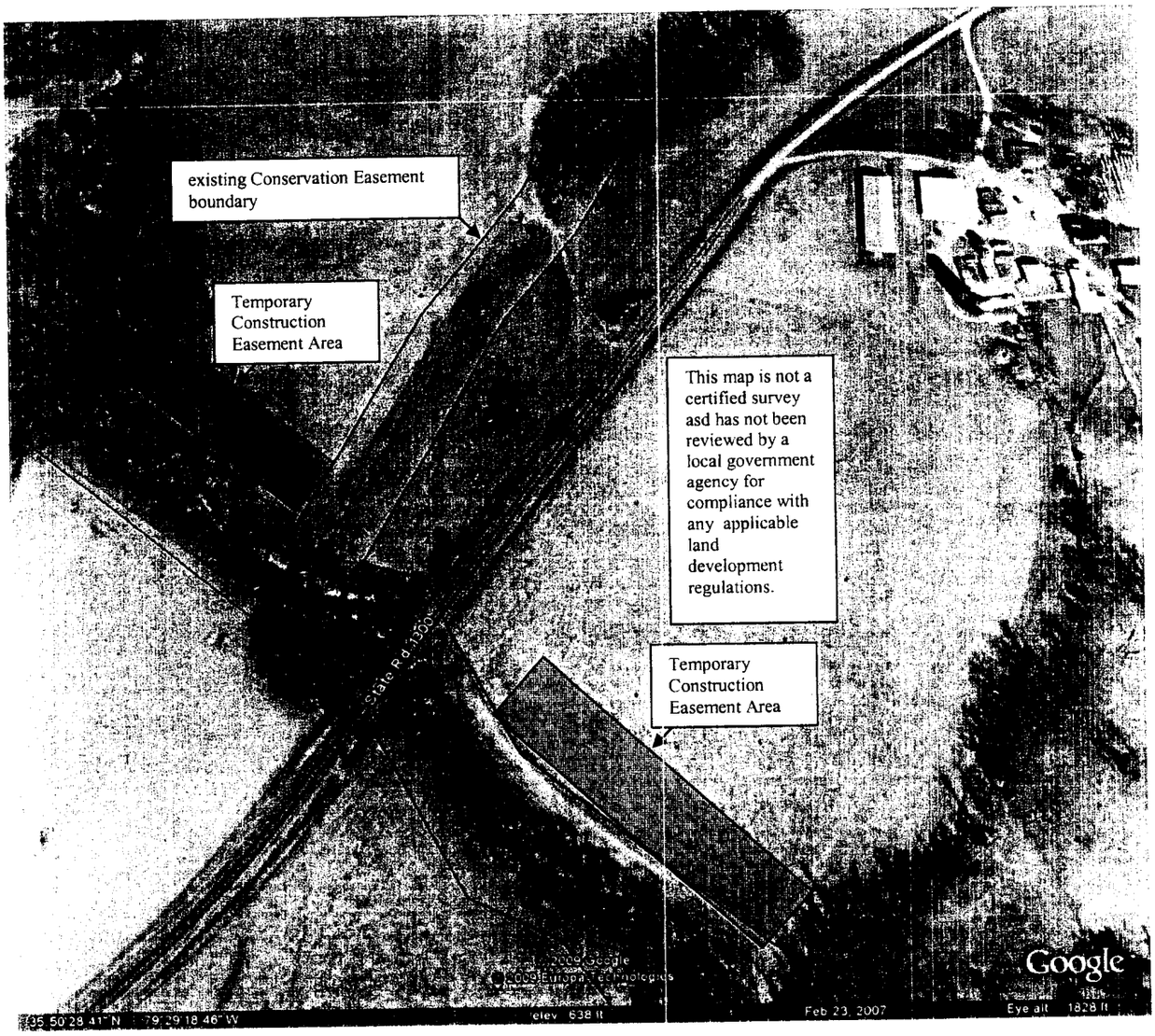
IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 4th day of February, ~~200~~ 2010

Camelia W. Morris
Notary Public
Camelia W. Morris

My commission expires:
May 22, 2010

CAMELIA W. MORRIS
NOTARY
PUBLIC
CHATHAM COUNTY, N. C.

EXHIBIT A



Green highlight area indicates limits of Temporary Construction Easement.
Pink line indicates limits of Conservation Easement boundary.