FILED ROCKINGHAM COUNTY, NC REBECCA B. CIPRIANI, REGISTER OF DEEDS 4/29/2008
11:10:06 AM BOOK 1349 PAGE 1221 - 1225 INSTRUMENT #20080005236
Recording:$24.00 Probate:$2.00 ASIMPSON

5

STATE OF NORTH CAROLINA
ROCKINGHAM COUNTY

SPO File Number: 079-AAI
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 25th day of April 20 08, between Patricia P. Mitchell, James G. Mitchell, * 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 **Little Troublesome Creek** in **Rockingham County** for the benefit of the **Grantor.** * Pamela M. Mitchell, Bonnie M. Coleman, and Elwood Y. Coleman Jr

James G. Mitchell and wife Pam M. Mitchell, Bonnie Coleman and husband Elwood Coleman Jr. and **Patricia Mitchell**, Grantors, for the true and actual consideration of $1200.00 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 Exhibit "A". Property subject to this Easement is recorded in Deed Book 1292 at Page 445-551 recorded in the Rockingham County Registry. Said project included the lower length of a tributary to Little Troublesome Creek and the Creek itself, along the entire length of the western property contain approximately 10.06 acres for the purpose of said **Project**.

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 prepares 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,

Patricia P. Mitchell (SEAL)
Patricia P. Mitchell ~~by and through her Attorney in Fact, James G. Mitchell~~

NORTH CAROLINA
COUNTY OF Rockingham

I, Margie S. Finney, a Notary Public in and for the County and State aforesaid, do hereby certify that Patricia P. Mitchell ~~Attorney - In Fact for Patricia P. Mitchell,~~ 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 25 day of April, 2008.

Margie S. Finney
Notary Public

My commission expires: 2-11-2012

MARGIE S FINNEY
Notary Public-North Carolina
COUNTY OF ROCKINGHAM
My Commission Expires:

James G. Mitchell (SEAL)
James G. Mitchell

Pamela M. Mitchell (SEAL
Pamela M. Mitchell, (Wife)

NORTH CAROLINA

COUNTY OF Rockingham

I, Margie S. Finney, a Notary Public in and for the County and State aforesaid, do hereby certify that James G. Mitchell and Pamela M. Mitchell, 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 25th day of April, 2008.

Margie S. Finney
Notary Public

MARGIE S FINNEY
Notary Public-North Carolina
COUNTY OF ROCKINGHAM
My Commission Expires:

My commission expires:

2-11-2012

Bonnie M. Coleman (Seal)
Bonnie M. Coleman

Elwood Y. Coleman Jr. (Seal)
Elwood Y. Coleman, Jr. (Husband)

NORTH CAROLINA

COUNTY OF Rockingham

I, Margie S. Finney, a Notary Public in and for the County and State aforesaid, do hereby certify that Bonnie M. Coleman and Elwood Y. Coleman 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 25 day of April, 2008.

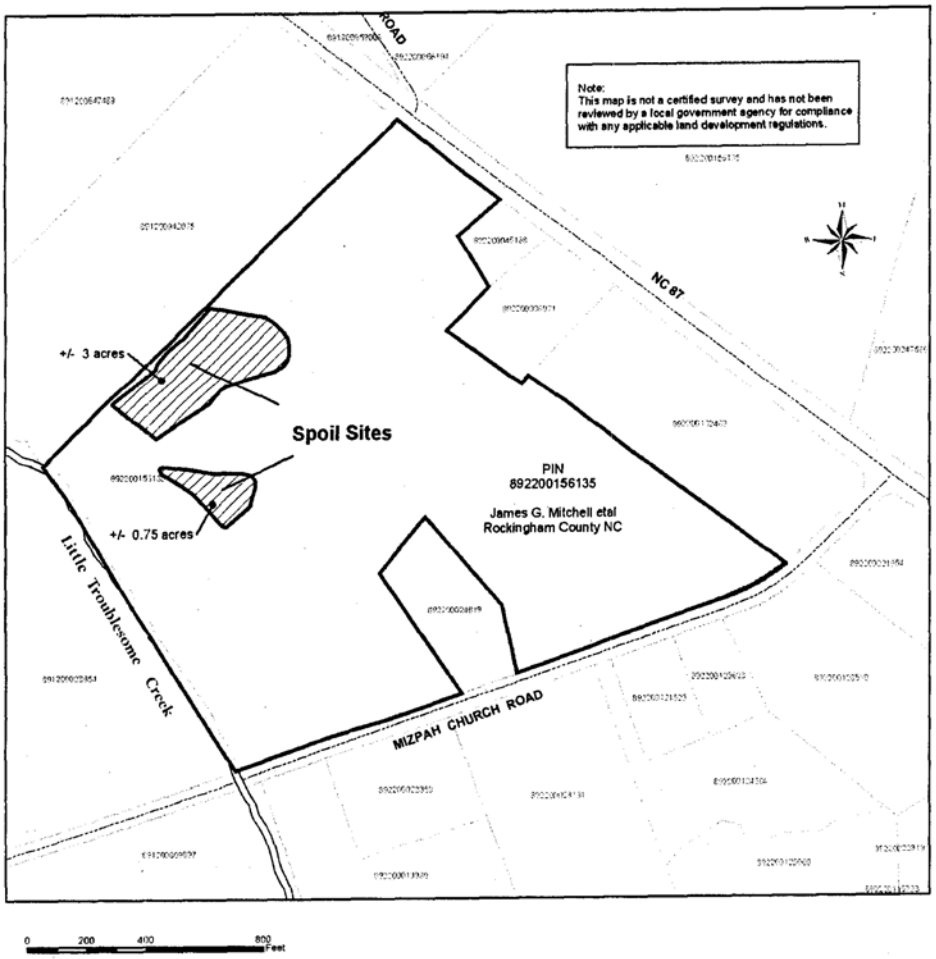
Margie S. Finney
Notary Public

MARGIE S FINNEY
Notary Public-North Carolina
COUNTY OF ROCKINGHAM
My Commission Expires:

My commission expires:

2-11-2012

Exhibit A


Note:
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.
NC 87
+/- 3 acres
Spoil Sites
+/- 0.75 acres
PIN
892200156135
James G. Mitchell etal
Rockingham County NC
Little Troublesome Creek
MIZPAH CHURCH ROAD
0
200
400
800
Feet