FILED Krista M Lowe
Register of Deeds, Randolph Co,NC
Recording Fee: $23.00
NC Real Estate Ex Tx:$.00

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Prepared by and return to:
State Property Office: Blane Rice
1321 Mail Service Center
Raleigh, NC 27699-1321
SPO File No. 076-AD (76.18.8)
EEP No. 847
RANDOLPH COUNTY

TEMPORARY CONSTRUCTION EASEMENT

This Agreement, made this 16 day of October 2009, between **Donnie Ray Sumner**, 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 Uwharrie River and its tributaries in **Randolph 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 Northwest Randolph County about 0.9 miles south/southwest of Interstate - 85.The Approximate easement boundaries consist of 32.82 acres along two main tributaries traversing the site and associated with flood plains. The property is identified as tax parcel #'s 7706264424 and 7706460630. Said Conservation Easement is recorded in Deed Book 1984 at Page 2126 and Plat Book 106 Page 17 in the Randolph County Registry for a stream restoration project on tributaries to the Uwharrie River. This Temporary Construction Easement is to allow for haul roads and stockpiling/spoil areas on portions of said property (PIN# 7706264424 and 7706460630) outside of permanent Conservation Easement Areas as shown on the attached exhibit map.

Grantor, for the true and actual consideration of **$900.00** 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#7706264424 and 7706460630, Randolph County Tax Office and recorded in Deed Book 1499 at Page 1589 recorded in the Randolph County Registry.

Said **Easement** shall include two separate spoil/stockpiling areas 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 stock pile areas shown on the attached exhibit titled "UT to Uwharrie " Temporary Construction Easement Exhibit will access the property from a 60' Public R/W, identified as Morris Road.S.R. #1557.

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 12 months (1 year) 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,

Donnie Ray Sumner **(SEAL)**
Donnie Ray Sumner, unmarried

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NORTH CAROLINA

COUNTY OF Guilford

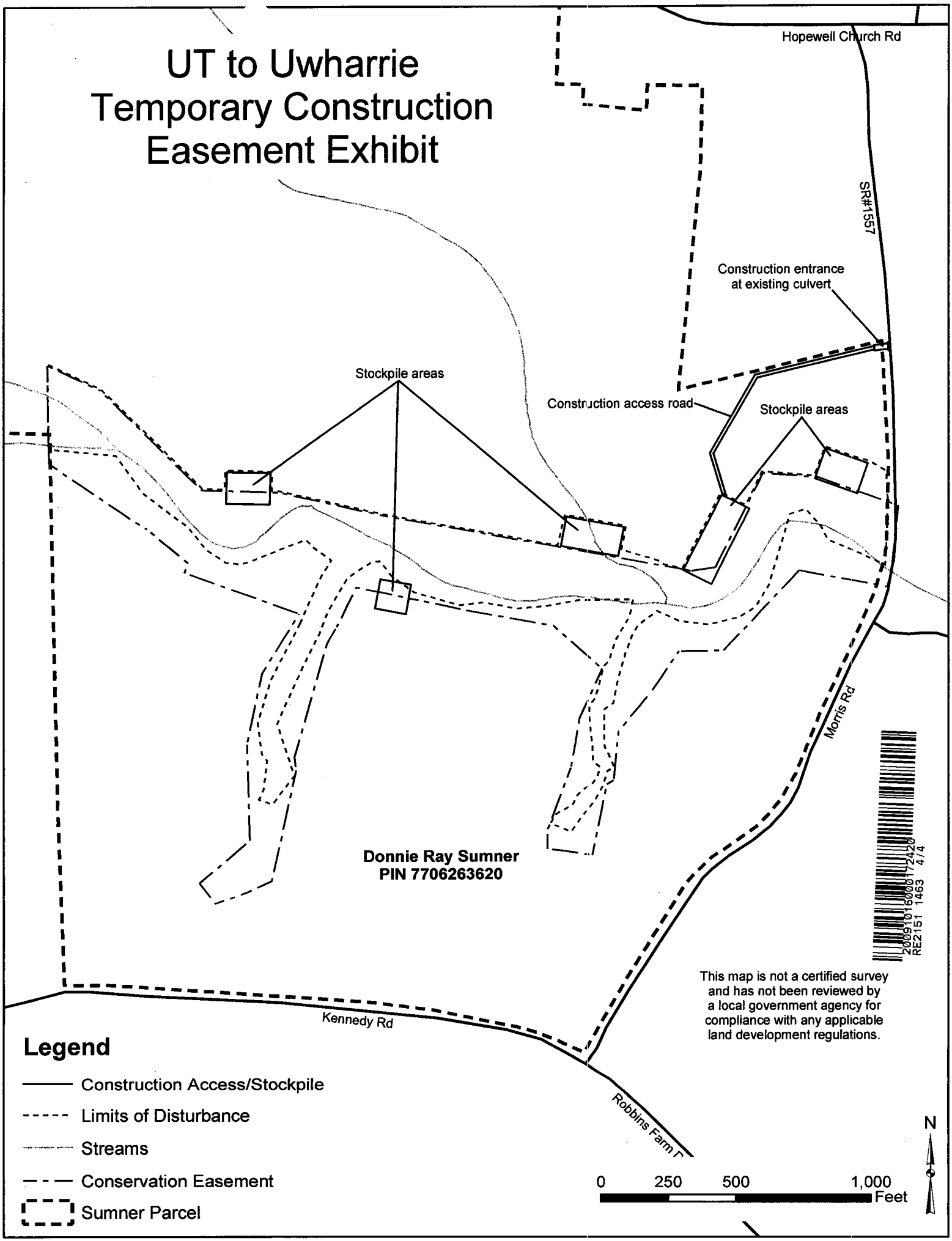
I, Karen H. Perdue, a Notary Public in and for the County and State aforesaid, do hereby certify that **Donnie Ray Sumner** Grantor personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 16th day of October, 2009.

Karen H. Perdue
Notary Public

My commission expires:

12-5-2012

Karen H. Perdue
Notary Public
Guilford County, NC

UT to Uwharrie Temporary Construction Easement Exhibit