BK:00332 PG:1407

FILED
ALLEGHANY COUNTY
LIZABETH REEVES ROUPE
REGISTER OF DEEDS

FILED	Nov 24, 2009
AT	04:20:09 pm
BOOK	00332
START PAGE	1407
END PAGE	1410
INSTRUMENT #	02827

Prepared by and return to:
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321
SPO File No. 003-ZI
EEP No. 856
ALLEGHANY COUNTY

TEMPORARY CONSTRUCTION EASEMENT

This Agreement, made this 20 day of Nov. 2009, between **Steven R. Walls** 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 Little Pine Creek and its tributaries in Alleghany County for the benefit of the **Grantor.**

Whereas on January 29, 2009 Grantor executed a permanent Conservation Easement to the State of North Carolina on 0.81 acres of its property located at 525 Glade Creek School Rd. Glade Creek Township, Alleghany County. Said Conservation Easement is recorded in Deed Book 287 at Page 295 and Map Book 0010 Page 99 in the Alleghany County Registry for a stream restoration project on tributaries to the Little Pine Creek. This Temporary Construction Easement is to allow for haul roads and stockpiling/spoil areas on portions of said property (PIN# 4010680637) outside of permanent Conservation Easement Areas, as shown on the attached exhibit map 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# 4010680637 in Alleghany County Tax Office and recorded in Deed Book 227 Page 297 recorded in the Alleghany County Registry.

Said **Easement** shall include spoil/stockpiling areas and haul roads of approximately 30 feet in width, 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 haul road shown on the attached exhibit map will access the property from Glade Creek School Road.

Haul Road:
Haul Road shall extend around the boundary of Conservation Area and continue as shown on the attached exhibit map A, incorporated hereinto.

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.

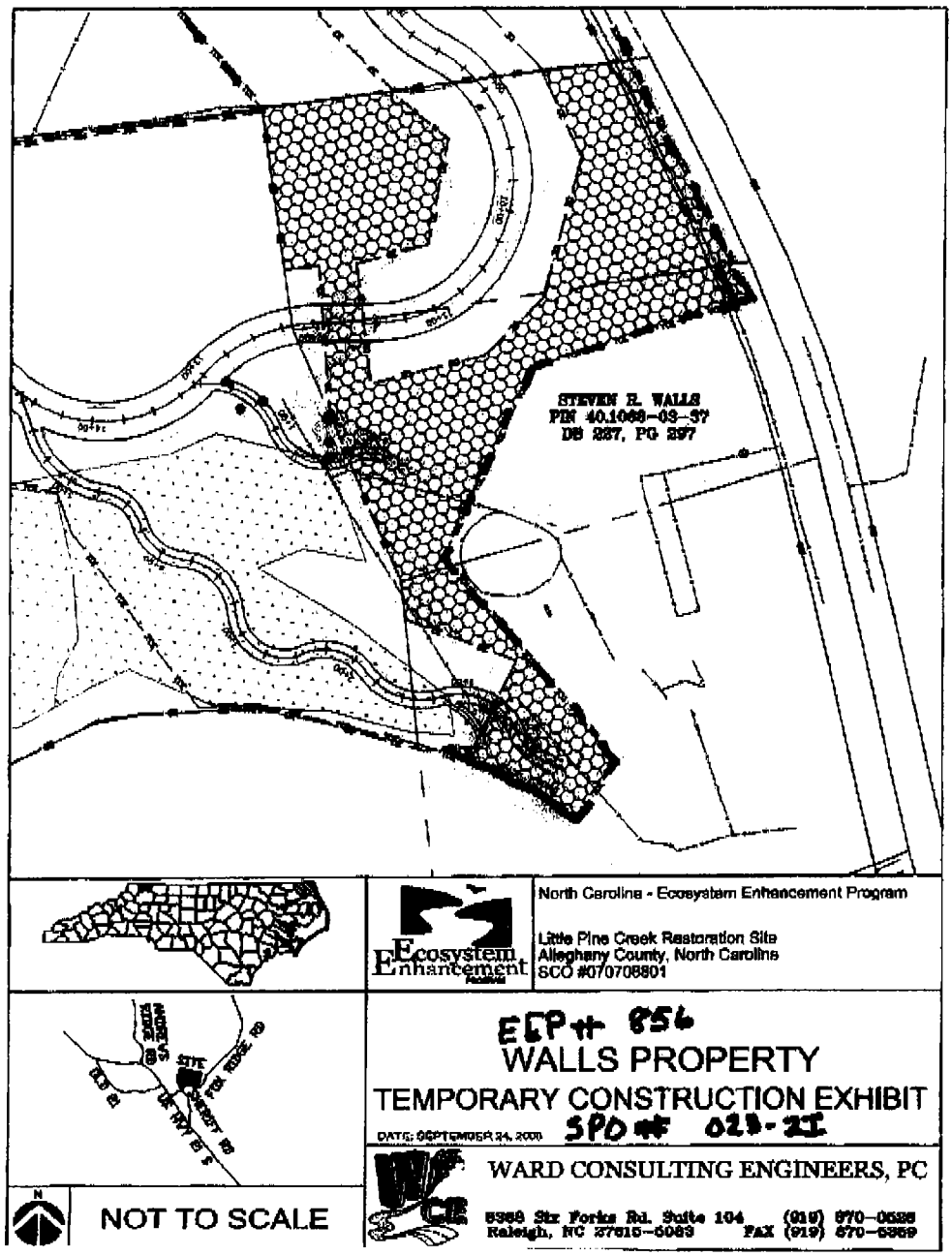
IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written,

_____ **(SEAL)**
Steven R. Walls

BK:00332 PG:1410

Temporary Construction Easement Exhibit Map A

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



BK:00332 PG:1409

NORTH CAROLINA

COUNTY OF Alleghany

I, Jean R Osborne a Notary Public in and for the County and State aforesaid, do hereby certify that Steven R. Walls, 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 20 day of December, 2009.

Jean R Osborne

Notary Public

My commission expires:

6-12-2010

JEAN R. OSBORNE
NOTARY PUBLIC
Alleghany County
North Carolina
My Commission Expires 6-12-2010