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Prepared by: Office of the Attorney General
Property Control Section
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INST # 02306
EXCISE TAX (None)

ALLEGHANY COUNTY NC
MIRANDA H. ROUPE
REGISTER OF DEEDS

STATE OF NORTH CAROLINA

COUNTY OF ALLEGHANY

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

This TEMPORARY CONSTRUCTION AND ACCESS EASEMENT ("Easement"), made this 30 day of November 2017, between BRANDON R. REEVES and wife, ASHLEY NICOLE REEVES (formerly Ashley Jarrett), hereinafter collectively designated as "Grantor", whose mailing address is 525 Glade Creek School Road, Ennice, NC 28623, and the STATE OF NORTH CAROLINA, a body politic and corporate, acting by and through the Division of Mitigation Services (formerly the Ecosystem Enhancement Program), North Carolina Department of Environmental Quality, hereinafter designated as "Grantee."

W I T N E S S E T H:

THAT WHEREAS, Grantor owns that certain parcel or tract of land more particularly described in a deed dated May 29, 2013, recorded in Book 358, Page 938, Alleghany County Registry (the "Property"); and

WHEREAS, Grantee acquired a Conservation Easement over certain portions of the Property pursuant to an instrument dated January 29, 2009, recorded in Book 325, Page 287, Alleghany County Registry, as subsequently modified by that certain Modification, Partial Release and Ratification of Conservation Easement Deed dated 11-30, 2017, recorded in Book 389, Page 393, Alleghany County Registry (as modified, the "Conservation Easement"); and

WHEREAS, Grantee desires to a obtain a temporary construction and access easement over and upon a certain portion of the Property being more particularly described herein for the

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purpose of performing construction activities associated with stream restoration and enhancement project (the "Project") along or near that portion of Little Pine Creek protected under the Conservation Easement; and

WHEREAS, Grantor has agreed to grant and convey a temporary construction and access easement to Grantee for such purposes and on such terms and conditions as set forth herein; and

WHEREAS, the North Carolina Department of Environmental Quality, Division of Mitigation Services, an agency of Grantee, has authorized and approved execution of this Easement for the purposes herein set forth; and

WHEREAS, the authority to approve this instrument for and on behalf of Grantee was delegated to the North Carolina Department of Administration by resolutions adopted by the Governor and Council of State at meetings held in the City of Raleigh, North Carolina, on the 8th day of February 2000 and on the 13th day of September 2011.

NOW, THEREFORE, in consideration of the sum of ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($1,200.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, its successors and assigns, subject to the terms and conditions set forth herein, a non-exclusive temporary construction and access easement over and upon that portion of the Property (the "TC Easement Area") being more particularly shown and described on an exhibit map captioned "Little Pine Creek II Stream Restoration Project Temporary Construction Easement Area Reeves property, Alleghany County," appended hereto and incorporated herein as Attachment "A".

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND GRANTEE THAT THIS EASEMENT IS GRANTED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Grantee shall have the right of access over and upon the TC Easement Area and the right to conduct construction activities therein as required for the completion of the Project.

2. This Easement and the rights granted herein shall automatically terminate upon the completion of the Project, but in no event later than twenty-four (24) months following the date of this Easement.

3. Grantee may utilize such equipment, including heavy equipment, within the TC Easement Area as necessary to construct and complete the Project. Grantee may grade, fill, move and otherwise prepare the soil and may modify the hydrology within the TC Easement Area in order to make the improvements associated with the Project. Only qualified operators may use heavy equipment on the Property and all such use shall be in accordance with standard industry safety precautions.

4. Grantee shall distribute fill material uniformly within the utilized portion of the TC Easement Area and shall fertilize and seed such areas with grass. Grantee may plant trees, shrubs

and herbaceous vegetation within the TC Easement Area in accordance with the design plans for the Project. Upon completion of the Project, Grantee shall remove all rubbish, debris and equipment from the TC Easement Area.

5. Grantee shall exercise due care to avoid damage to the Property, other than the alterations to the Property provided for in the Project design plans. Any such damage to the Property resulting directly from Grantee's construction activities shall be repaired by Grantee at its sole expense.

6. To the extent practical, Grantee shall coordinate its construction activities on the Property with Grantor in order to minimize any disruption to Grantor's use and enjoyment of the Property. Grantor and Grantee shall cooperate with the each other and shall honor any reasonable request made by the other party that is not inconsistent with the purposes for which this Easement is granted.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto Grantee, its successors and assigns, for a time necessary to complete the construction of the Project but in no event longer than twenty-four (24) months from the date hereof.

[remainder of page intentionally left blank – signatures on following page]

IN TESTIMONY, WHEREOF, Grantor has hereunto executed this Easement under seal as of the day and year first above written.

GRANTOR:

_____ (seal)
Brandon R. Reeves

_____ (seal)
Ashley Nicole Reeves

STATE OF North Carolina
COUNTY OF Alleghany

I, Jean R. Osborne, a Notary Public in the and for the County of Alleghany and State aforesaid, do hereby certify that Brandon R. Reeves and wife, Ashley Nicole Reeves 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 30 day of November, 2017.

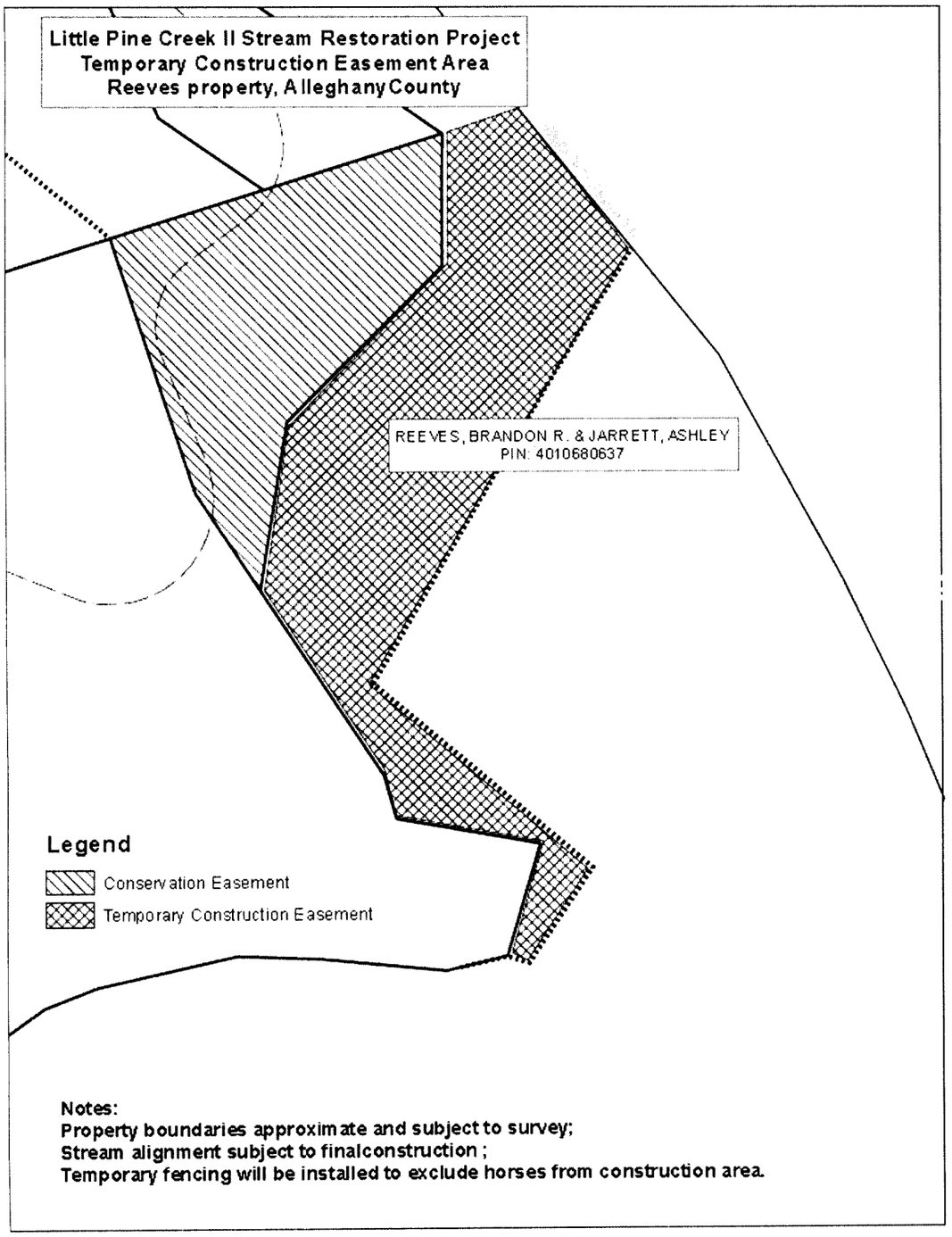
_____
Notary Public

Printed Name of Notary: _____
My commission expires: 6-12-2020

JEAN R. OSBORNE
Notary Public
Alleghany County, NC

ATTACHMENT "A"

Temporary Construction Easement Exhibit Map



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.