BK:00336 PG:0681

FILED
ALLEGHANY COUNTY
LIZABETH REEVES ROUPE
REGISTER OF DEEDS

FILED	May 14, 2010
AT	02:13:07 pm
BOOK	00336
START PAGE	0681
END PAGE	0685
INSTRUMENT #	04041

Prepared by and return to:
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321
SPO File No. 003-ZJ
EEP No. 854
Alleghany COUNTY

TEMPORARY CONSTRUCTION EASEMENT

This Agreement, made this 14 day of May 2010, between Billy Smith Farms, Inc. 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 Randolph County for the benefit of the **Grantor.**

This Temporary Construction Easement is to allow for haul roads and stockpiling/spoil areas on portions of said property (PIN# 4012045425) located on attached illustration for Billy Smith Farms.

Grantor, for the true and actual consideration of **$800.00** 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# 4012045425, Alleghany County Tax Office and recorded in Deed Book 101. Page 438.

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.

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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 35 months 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,

Grantor – Billy Smith Farms, Inc.

By: Clayton Smith

Title: Vice President

CLAYTON [redacted] Smith, President

(Corporate Seal)

Attested by: _____

Title: _____

NORTH CAROLINA

COUNTY OF Alleghany

I, Jean Osborne, a Notary Public for said County and State, certify that Clayton Smith personally came before me this day and acknowledged that he is Vice-President of Billy Smith Farms, a corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Vice President, ~~sealed with its corporate seal, and attested by~~ ~~himself/herself as its~~ _____.

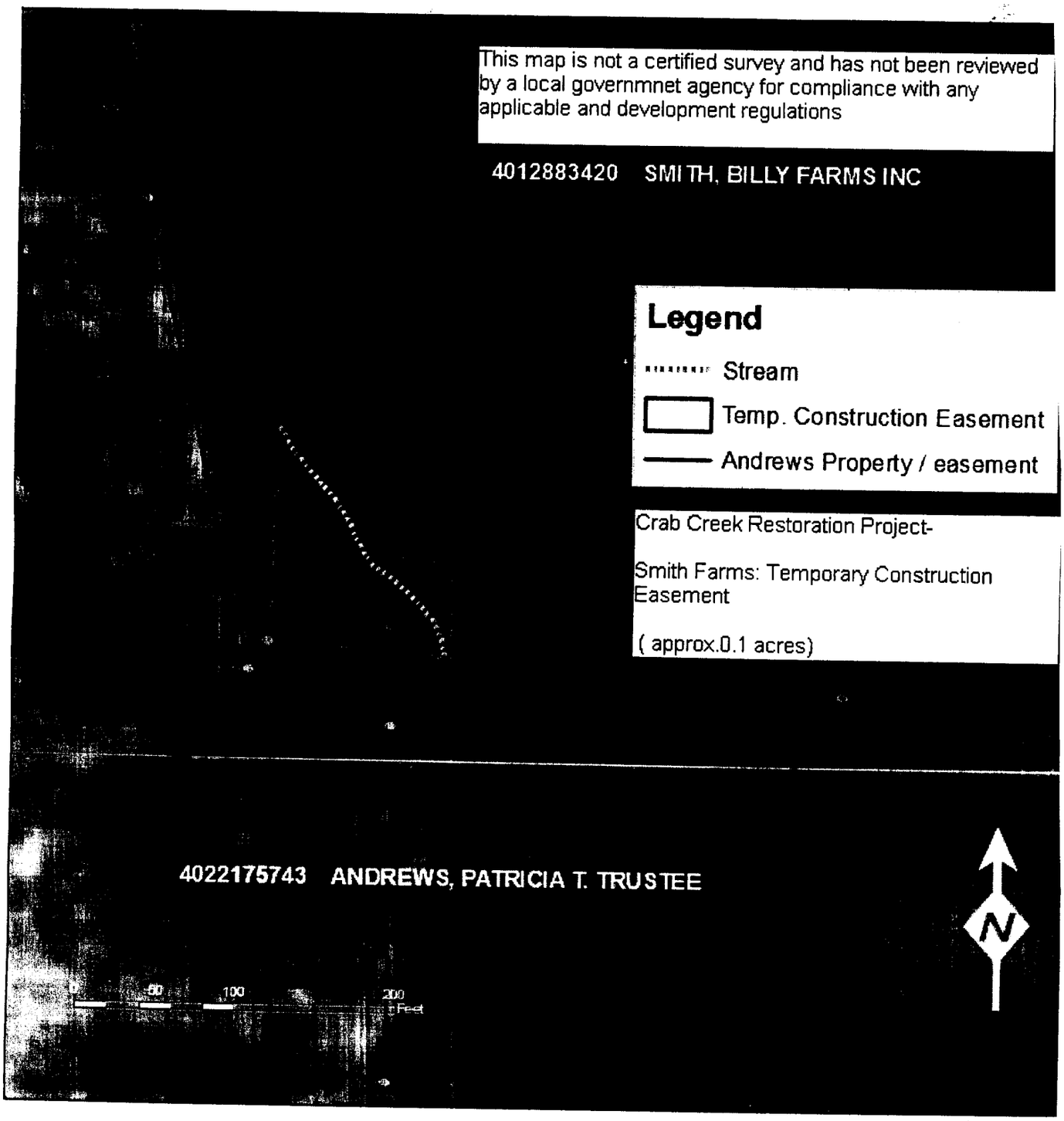
Witness my hand and official seal, this the 14 day of May, 20 10.

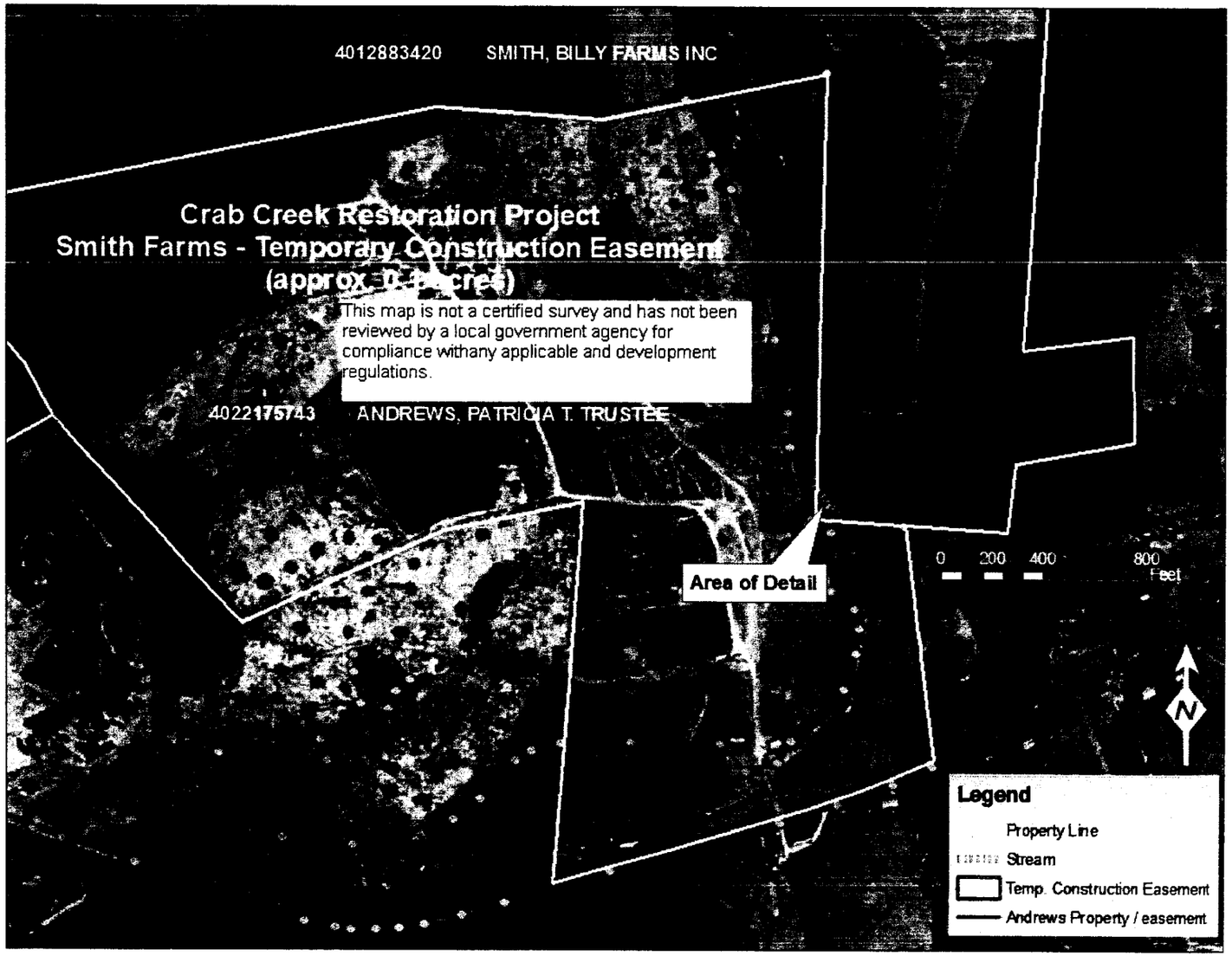
My commission expires: 6-12-10

Jean Reeves Osborne

(Notary Seal)

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


This map is not a certified survey and has not been reviewed by a local governmnet agency for compliance with any applicable and development regulations
4012883420 SMITH, BILLY FARMS INC
Legend
Stream
Temp. Construction Easement
Andrews Property / easement
Crab Creek Restoration Project-
Smith Farms: Temporary Construction Easement
(approx.0.1 acres)
4022175743 ANDREWS, PATRICIA T. TRUSTEE
50
100
200
Feet
N



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