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RECEIVED
9-19-2007 PM 4:55:33
J. LEE WARREN JR.
REGISTER OF DEEDS
CUMBERLAND CO., N.C.

Prepared by and ~~return to:~~
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321
SPO File No. **26-aaai**
CUMBERLAND COUNTY
Return to: Anne Evans
Rev.: $0-

TEMPORARY CONSTRUCTION EASEMENT

This Agreement, made this 15th day of June 2007, between The Nature Conservancy, 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 non-exclusive right of reasonable ingress and egress to the **Project** along an unnamed tributary to Jumping Run Creek in Cumberland County for the benefit of the **Grantor.**

Grantor, for the true and actual consideration of Ten Dollars and other valuable consideration, $10.00 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# 503-80-5253, Cumberland County Tax Office and recorded in Estate File 04-E- 1316 recorded in the Cumberland County Clerk of Courts Office.

The Construction Easement Area shall be as shown in the attached map shown as Exhibit A. The work to be performed includes, but is not limited to, filling in an existing ditch which will not be in use after the completion of the restoration project on an adjacent portion of the property and road relocation and/or tie-in with an existing road to the remainder of the Parent Tract. At no time during construction will access to the remainder portion of the property be blocked.

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,

The Nature Conservancy

By: Katherine D. Skinner

Katherine D. Skinner

Title: Vice President

Acknowledgement

Durham County
North Carolina

I certify that Katherine D. Skinner personally appeared before me this day, and I have personal knowledge of the identity of the principal; acknowledging to me that the signature on the foregoing document is her signature and that she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Date: 6/15/07

Jodie A. LaPoint, Notary Public

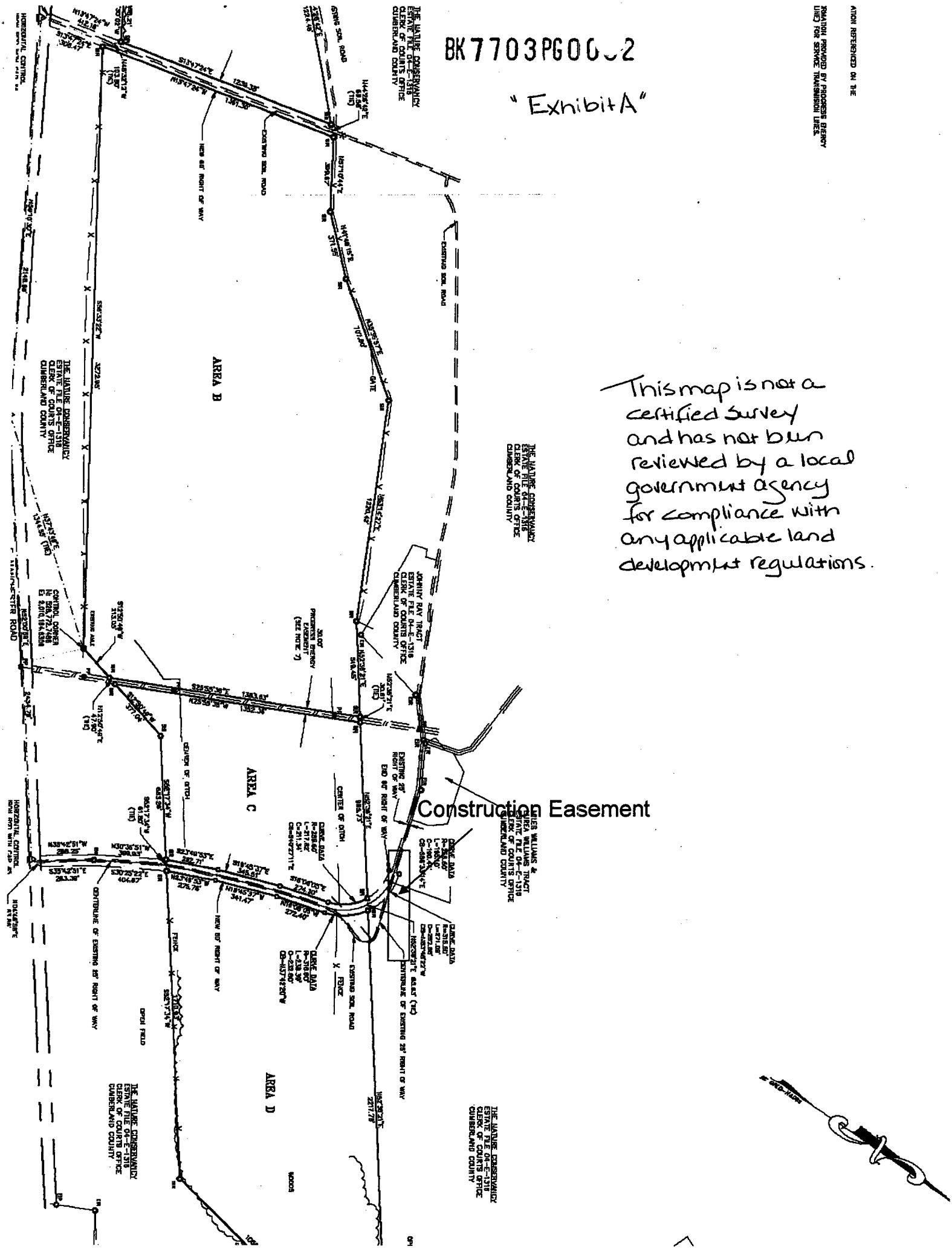
(Official Seal)

JODIE A. LAPOINT
Notary Public
Durham County
My Commission expires
12-28-2011
NORTH CAROLINA

My Commission Expires: 12/28/2011

BK7703PG00-2

"ExhibitA"



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.