Davie County, North Carolina
Excise Tax Paid $ 2.00
4/7/09

01888

FILED FOR REGISTRATION
APRIL 7, 2009 12:36 P.M.
DATE TIME
AND RECORDED IN BOOK 788 PAGE 233
M. BRENT SHOAF, REGISTER OF DEEDS
DAVIE COUNTY, NC
BY Cynthia C. Whitaker
DEPUTY

DEED TRANSFER CHECKED
DATE 4-7-09 BY S Jacobs
TAX ADMINISTRATOR

**STATE OF NORTH CAROLINA**
**DAVIE COUNTY**

Stamps $2.00 BDF

Drafted By: Billy D. Franklin

**SPO File Number: 030-F**
Prepared by: Office of the Attorney General
Property Control Section
Return to: Mike Moser, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

## TEMPORARY CONSTRUCTION EASEMENT

This Agreement, made this 6th day of April 2009, between Alethea and Robert Segal hereinafter designated as **Grantor**, and the **State of North Carolina**, acting by and through the **Ecosystem Enhancement 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 Hauser Creek in Davie County for the benefit of the **Grantor.**

Alethea and Robert Segal, **Grantor**, for the true and actual consideration of $ 600.00 does convey to **Grantee**, by and through its **Department of Environment and Natural Resources, Ecosystem Enhancement Program**, its successors and assigns, a Temporary Construction Easement, hereinafter **Easement,** for a specified work area on the property as identified on attached exhibits "A" and "B". Property subject to this Easement is recorded in Deed Book 349 at Page 806 recorded in the Davie County Register of Deeds. Said project will extend approximately 3,900 linear feet along the stream having a width of 50 feet from the top of bank on both sides of the stream and contain approximately 9.11 acres for the purpose of said **Project**.

**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, assigns, agents, contractors, and employees agree to the following conditions of this **Easement:**

1. **DAMAGE TO PROPERTY:** Shall exercise care to avoid damaging the property in any manner not consistent with the purpose for which this agreement is issued.

2. **COOPERATION WITH GRANTOR**: Shall at all times cooperate with **Grantor** and comply with reasonable requests not inconsistent with the purpose for which this agreement is issued.

3. **CLEARING:** 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. **CLEANUP:** At a minimum, Grantee shall spread material uniformly over the construction site for uniform topography and seed with grass. Includes possible planting of trees, shrubs and herbaceous vegetation, and fertilize all areas. Upon completion of the **Project**, shall clean all the ground occupied of all rubbish, excess material, temporary structures, and equipment.

5. **ACCEPTANCE:** All parts of the **Project** site shall be left in acceptable condition.

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

Alethea S. Segal **(SEAL)**
Alethea S. Segal

Robert S. Segal **(SEAL)**
Robert S. Segal

**NORTH CAROLINA**

**COUNTY OF** FORSYTH

I, MIRIAM G. CLEMONS, a Notary Public in and for the County and State aforesaid, do hereby certify that **ALETHEA S. SEGAL**, 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 6th day of April, 2009.

Miriam G. Clemons

Notary Public

My commission expires:

June 19, 2012

MIRIAM G. CLEMONS NOTARY PUBLIC FORSYTH COUNTY, NC

NORTH CAROLINA

COUNTY OF FORSYTH

I, MIRIAM G. CLEMONS, a Notary Public in and for the County and State aforesaid, do hereby certify that ROBERT S. SEGAL, 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 6th day of April, 2009.

Miriam G. Clemons

Notary Public

My commission expires:

June 19, 2012

MIRIAM G. CLEMONS NOTARY PUBLIC FORSYTH COUNTY, NC

Exhibit A

C:\Autocad Drawings\Peeler-Hauser\Hauser\Construction Access Exhibits.dwg, 4/6/2009 2:45:06 PM, 1:1

BK 788 PG 237




HAUSER CREEK
TEMPORARY CONSTRUCTION
ACCESS EASEMENTS
DAVIE COUNTY, NORTH CAROLINA

Ecosystem Enhancement PROGRAM

WARD CONSULTING ENGINEERS, PC
8386 Six Forks Rd, Suite 101 (919) 870-0526
Raleigh, NC 27613 FAX (919) 870-5359

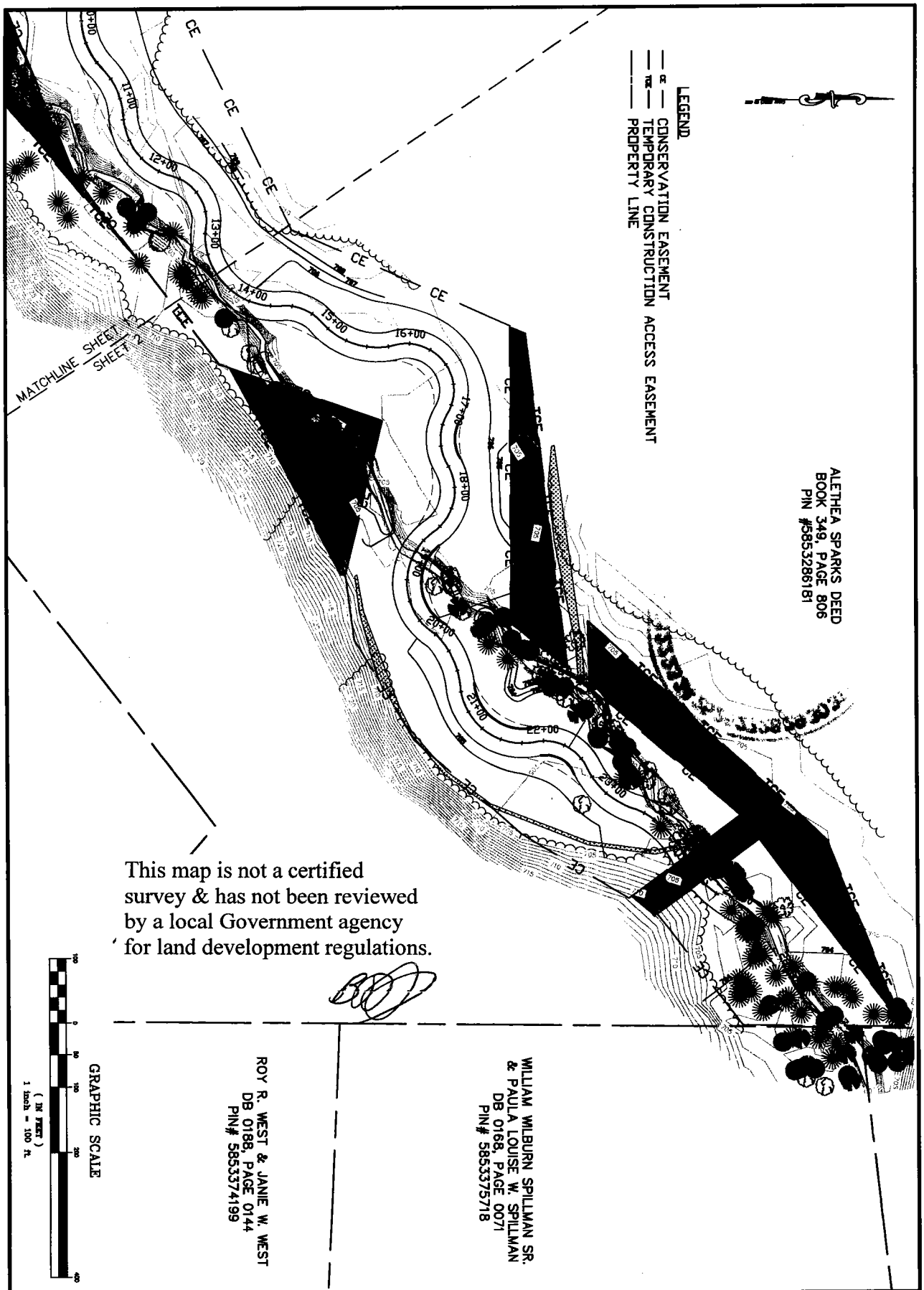
DATE: 02-23-09
PROJ./DWG. NAME: Hauser Creek Restoration Plan
SCALE: 1"=100'

1 OF 2

Exhibit B

BK 788 PG 238

C:\Autocad Drawings\Peeler-Hauser\Hauser\Construction Access Exhibits.dwg, 2/25/2009 4:08:08 PM, 1:1




HAUSER CREEK
TEMPORARY CONSTRUCTION
ACCESS EASEMENTS

DAVIE COUNTY, NORTH CAROLINA

Ecosystem Enhancement PROGRAM

WARD CONSULTING ENGINEERS, PC

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Raleigh, NC 27613 FAX (919) 870-5359

DATE: 02-23-09
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2 OF 2