BK 853 PG 667

01148

FILED FOR REGISTRATION
MARCH 1, 2011 3:24 PM
DATE TIME
AND RECORDED IN BOOK 853 PAGE 667
M. BRENT SHOAF, REGISTER OF DEEDS
DAVIE COUNTY, NC
BY Hannah N. Keller
DEPUTY

DEED TRANSFER CHECKED
DATE 3-1-2011 BY S Jacobs
TAX ADMINISTRATOR

Prepared by and return to:
State Property Office
*1321 Mail Service Center*
Raleigh, NC 27699-1321
SPO File No. 30-10.3
EEP No. 030-F-TCE
**DAVIE COUNTY**

## TEMPORARY CONSTRUCTION EASEMENT

This Agreement, made this 1st day of March 2011, between **Alethea S. and Robert S. Segal** 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 right of reasonable ingress and egress to the **Project** along Hauser Creek in Davie County and its tributaries in Davie County for the benefit of the **Grantor.**

**Alethea and Robert Segal** for the true and actual consideration of $600 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 **Exhibit A.** 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 2,500 linear feet along the stream having a width of 50 feet from top of bank on both sides of the stream and contain approximately 9.11 acres for the purpose of said **Project.** Exhibit Attached.

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#5853286181, Davie County Tax Office and recorded in Deed Book 349 at Page 806 recorded in the **Davie** County Registry.

**Grantor** agrees the consideration recited herein is just compensation for the **Easement**, including 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,

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

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

**NORTH CAROLINA**

**COUNTY OF** Forsyth

I, Billy D. Friende Sr, a Notary Public in and for the County and State aforesaid, do hereby certify that **Alethea S. Segal and 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 1st day of March, 2011.

Notary Public

My commission expires:

NOTARY PUBLIC
BILLY D. FRIENDE, JR.
Forsyth County
My Commission Expires
April 7, 2014
NORTH CAROLINA

BK 8537 PG 670

Exhibit A

JOHN E. SPARKS & CAROL A. SPARKS–TRUSTEES
DB 0623, PAGE 0893
PIN# 5853173894

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

ALETHEA SPARKS DEED
BOOK 349, PAGE 806
PIN #5853286181

DONALD F. POINDEXTER
& BETTY P MCPHERSON POINDEXTER
DB 0095, PAGE 0060
PIN# 5853365283

MATCHLINE SHEET 1 / SHEET 2

SPILLMAN ROAD

LEGEND
— CE — CONSERVATION EASEMENT
— TCE — TEMPORARY CONSTRUCTION ACCESS EASEMENT
——— PROPERTY LINE

GRAPHIC SCALE
100 0 50 100 200 400
( IN FEET )
1 inch = 100 ft.

WARD CONSULTING ENGINEERS, PC
8586 Six Forks Rd. Suite 101 (919) 870-0585
Raleigh, NC 27615 FAX (919) 870-5860

Ecosystem Enhancement PROGRAM

HAUSER CREEK
TEMPORARY CONSTRUCTION
ACCESS EASEMENTS

DAVIE COUNTY, NORTH CAROLINA

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