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FILED
CHEROKEE COUNTY NC
DAPHNE DOCKERY
REGISTER OF DEEDS

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Prepared by and return to:
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321
SPO File No. 20-D
EEP No. 92766 UT-Martin Creek (Contreras)
CHEROKEE COUNTY

TEMPORARY CONSTRUCTION EASEMENT

This Agreement, made this 6 day of JAN. 2011, between **Nancy Ketner Contreras** and **Moises Contreras** 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 of reasonable ingress and egress across Grantor's property located at Crisp Road (NCSR 1576) in order to perform certain construction activities for a stream restoration, enhancement and/or wetlands restoration, enhancement or creation project (the Project) along Martin Creek and its tributaries in Cherokee County.

As well as the right to spread spoil material lying on Grantor's property (PIN# 459001369006000, Cherokee County) as shown on "Exhibit A" attached hereto) as part of the Project on Martin Creek. This Temporary Construction Easement allows Grantee 1) access across a 30 foot access road and other existing roads and open area of Grantor's property to the conservation areas on Grantor's property for hauling materials and equipment related to construction of the Project and 2) to spread an approximate 1,200 +/- foot x 150 +/- foot area adjacent to Crisp Road with spoil materials from another project site along Crisp Road not owned by Grantor. The proposed spoil site on Grantor's property is shown on "Exhibit A."

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# 459001369006000 Cherokee County Tax Office.

Said **Easement** shall include fill/spoil/stockpiling area of approximately 1,200 +/- feet by 150 +/- feet and labeled #1 on "Exhibit A" and access/haul roads (labeled #2 on "Exhibit A") 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 upon for said **Project**. The access/haul roads shown on the attached "Exhibit A" will access the property from Crisp Road/NCSR 1576.

Area for spreading spoil materials: (Labeled #1 on "Exhibit A")
Said area to be spoiled shall extend outwards from the southern right of way of Crisp Road approximately 150 +/- feet in width. Said spoil area shall extend from the right of way of the 30 foot access road to an existing barn and concrete pad, an approximate 1,200 +/-feet in length, as shown on "Exhibit A."

Access/Haul Road: (Labeled #2 on Exhibit A")
Access/Haul Road shall extend from Crisp Road/NCSR 1576 along a 30 foot access road and other existing roads in a southerly direction to an open area of Grantor's property and the Project area. Said access/haul road shall also be used for restoration related activities involved in moving spoil material to, in and around the spoil area along Crisp Road.

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,

_____ (SEAL)
Nancy Ketner Contreras

_____ (SEAL)
Moises Contreras

~~**NORTH CAROLINA**~~ Tennessee

COUNTY OF McMinn

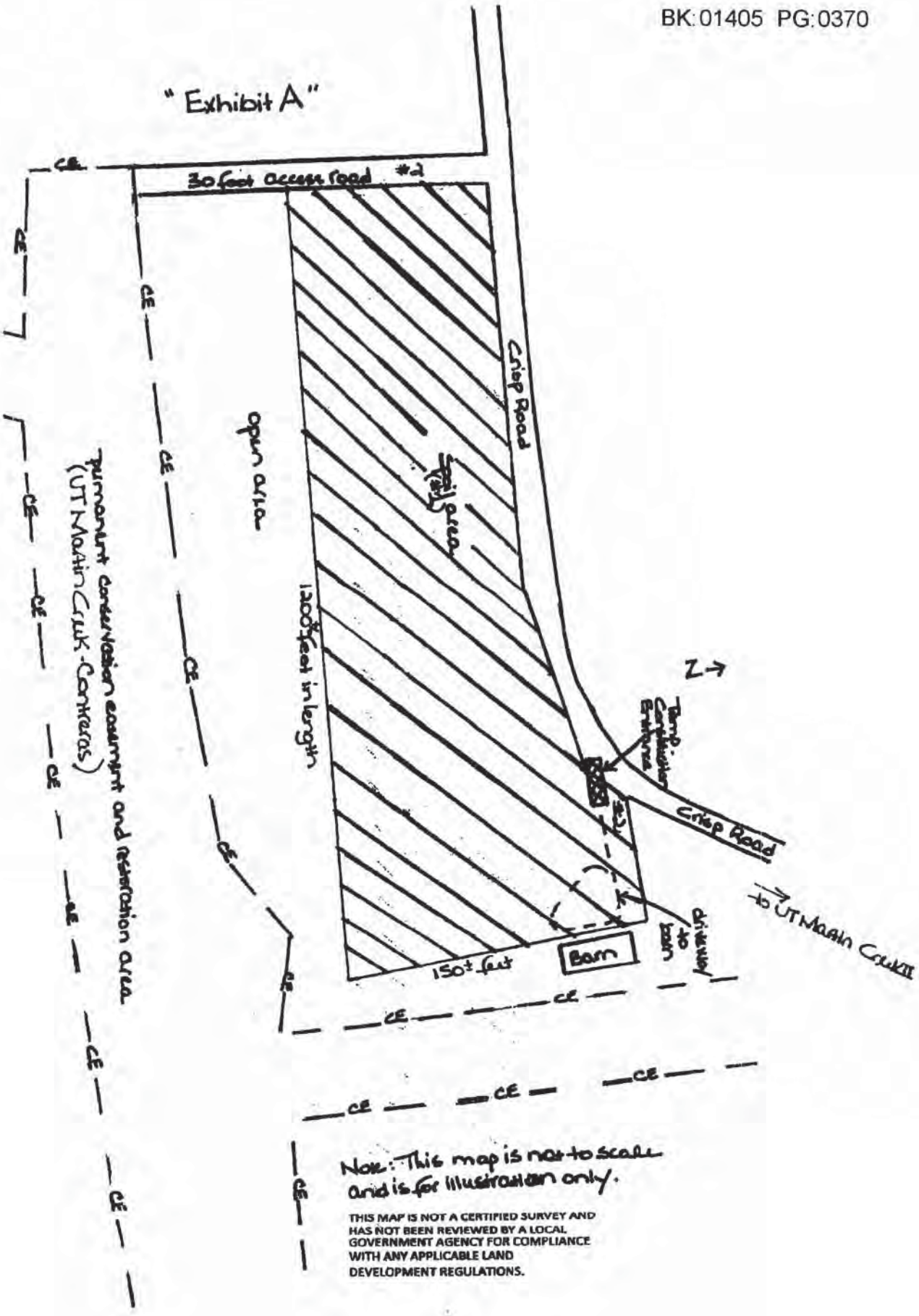
I, Holly Walsh, a Notary Public in and for the County and State aforesaid, do hereby certify that Moises Contreras and Nancy Contreras, Grantor(s), personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 6 day of Jan, 2011.

_____
Notary Public

My commission expires:
Oct 17 2011

HOLLY J. WALSH
STATE OF TENNESSEE NOTARY PUBLIC
MONROE COUNTY


" Exhibit A"
30 foot access road #2
CE
Crisp Road
open area
Soil area
1200 feet in length
Permanent conservation easement and restoration area
(UT Martin Creek Corridor)
N
Temp Construction Entrance
Crisp Road
to UT Martin Creek
Driveway to barn
Barn
150± feet
Note: This map is not to scale and is for illustration only.
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.