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CABARRUS COUNTY
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LINDA F. MCABEE
Register Of Deeds
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mail - Ent. State Property Office
1321 MSC - Raleigh NC 27699

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

SPO File # 13-0
DOT# MA-10018-B

EASEMENT

THIS EASEMENT, made and entered into this the 25th day of May, 2006, by and between the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as GRANTOR, and the Department of Transportation, hereinafter referred to as GRANTEE;

WITNESSETH:

THAT, WHEREAS, the Grantor owns 7.922 acres along and with Rocky River Road as shown on a plat survey by James E. Craddock, PLS, L-3039 of Concord Engineering dated December 3, 2004 entitled " Boundary Survey of Kirgan Property for NC Department of Administration" said plat of survey being recorded in Record Book 45 at Page 93, Cabarrus County Registry and described in that certain deed recorded at Deed Book 5770 at Page 273, Cabarrus County Registry; (hereinafter "property")

WHEREAS, the North Carolina Department of Environment and Natural Resources, Ecosystem Enhancement Program (hereinafter "EEP"), has authorized and approved the execution of this instrument for the purposes herein expressed; and,

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WHEREAS, the execution of this instrument for and on behalf of the State of North Carolina has been duly approved by the Council of State by resolution adopted at a meeting held in the City of Raleigh, North Carolina, on the 2nd day of November, 2004.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant unto Grantee, its successors and assigns:

PERMANENT DRAINAGE EASEMENT:

The right, privilege and easement to construct, operate, and maintain a bridge, drainage installation/culvert, and road widening across the property of the Grantor, situated on the east side of Rocky River Road in Cabarrus County, North Carolina, as more particularly described below:

Beginning at a point on the undersigned southern property line, a common property line with Edward F. Kirgan, said point being located 50 ft. easterly of and normal to Survey Station 15+75, Survey Line L; thence N. 81-09-12 W. 25.00 ft. to a point located in the undersigned southwestern property corner also being in the existing eastern right of way boundary of SR 1139 (Rocky River Road); thence N. 09-28-35 W. 184.93 ft. along and with the undersigned western property line to a point; thence S. 29-46-11 E. 41.68 ft. to a point; thence S. 09-28-35 E. 165.21 ft. to a point; thence S. 36-02-36 E. 22.36 ft. to the point and place of beginning on the undersigned southern property line.

TEMPORARY CONSTRUCTION EASEMENT:

A temporary construction easement on the property outside of and adjacent to the right of way as shown on the project plan map, a copy of which is attached hereto as Exhibit A, and as more particularly described below:

Beginning at a point which is located 22.36 ft. N. 36-02-36 W. of a point being located 50 ft. easterly of and normal to Survey Station 15+75, Survey Line L; thence from said beginning point N. 09-28-35 W. 75.00 ft. to a point; thence S. 54-28-35 E. 42.43 ft. to a point; thence S. 24-12-46 W. 54.08 ft. to the point and place of beginning.

SPECIAL PROVISIONS:

This easement is subject to the following provisions:

It is understood and agreed that the Grantee shall have the right to construct and maintain the cut and/or fill slopes in the permanent drainage easement area until such time that the Grantor alters the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes is no longer needed. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the permanent right of way limits will terminate upon completion of the project provided such future construction or fill will not alter the Ecosystem Enhancement Program's stream restoration project at this location.

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND GRANTEE:

1. That Grantee's bridge, culvert, and road widening project shall be entirely located within the easement areas herein granted.

2. That this easement is granted subject to all existing rights of way and easements within the easement areas herein described.

3. That Grantor reserves the right to utilize the area within the permanent easement area for all purposes not inconsistent with the easement rights herein conveyed.

4. That Grantee shall not in any way disturb or interfere with EEP's stream restoration project on the Grantor's property while constructing, reconstructing, maintaining, repairing, inspecting or doing any other work to Grantee's bridge, culvert or road widening.

5. That Grantee shall have the right to go in and upon the property to construct, reconstruct, repair, maintain, inspect and operate said bridge, culvert and/or road widening for the purpose aforesaid, provided that Grantee shall access the easement areas only from the west

side along Rocky River Road. If it becomes necessary for Grantee to access the easement area from east side, Grantee shall obtain written permission from Grantee prior to entering from the east side.

6. That Grantee shall be solely responsible for the maintenance and repair of said bridge, culvert, and road widening project.

7. That Grantee shall restore the easement areas after installation of said bridge, culvert, and road widening to approximately the same condition as before said installation.

8. That Grantee shall repair or pay the Grantor for unrepaired damage to Grantor's property, real and personal, caused in the process of the construction, reconstruction, repair, inspection, or maintenance of Grantee's bridge, culvert and road widening or resulting from the Grantee's exercise of its right of ingress and egress.

9. That Grantee must complete construction of the bridge, culvert, and road widening within two (2) years from the date of this easement at which time the temporary construction easement will automatically terminate.

10. That by acceptance of this easement, Grantee binds itself and its successors, agents and assigns to the foregoing conditions.

11. That any assignment and/or transfer of this easement must be made subject to the same terms and conditions of this easement or the same is null and void.

12. That if said bridge, culvert, or road widening project is not operational for a continuous period of twelve (12) months, the easement herein granted shall be deemed abandoned.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND GRANTEE that this conveyance is made subject to the condition that Grantee shall properly obtain all necessary permits required by state and federal law. Failure to obtain such permits in a timely manner shall be deemed an abandonment of said easement.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easements unto said Grantee, its successors and assigns, for so long as Grantee maintains said bridge and culvert and no longer.

IN TESTIMONY WHEREOF, the STATE OF NORTH CAROLINA has caused this instrument to be executed in its name by MICHAEL F. EASLEY, Governor, attested by ELAINE F. MARSHALL, Secretary of State, and the Great Seal of the State of North Carolina to be hereto affixed by virtue of the power and authority aforesaid.

STATE OF NORTH CAROLINA

By _____

Governor

ATTEST:

By Elaine F. Marshall

Secretary of State

APPROVED AS TO FORM:

ROY COOPER
ATTORNEY GENERAL

BY Ann W. Matthews
Ann W. Matthews
Assistant Attorney General

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, Linda J. Duckworth, a Notary Public for Johnston County, North Carolina, do hereby certify that ELAINE F. MARSHALL, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by MICHAEL F. EASLEY, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 25th day of May, 2006

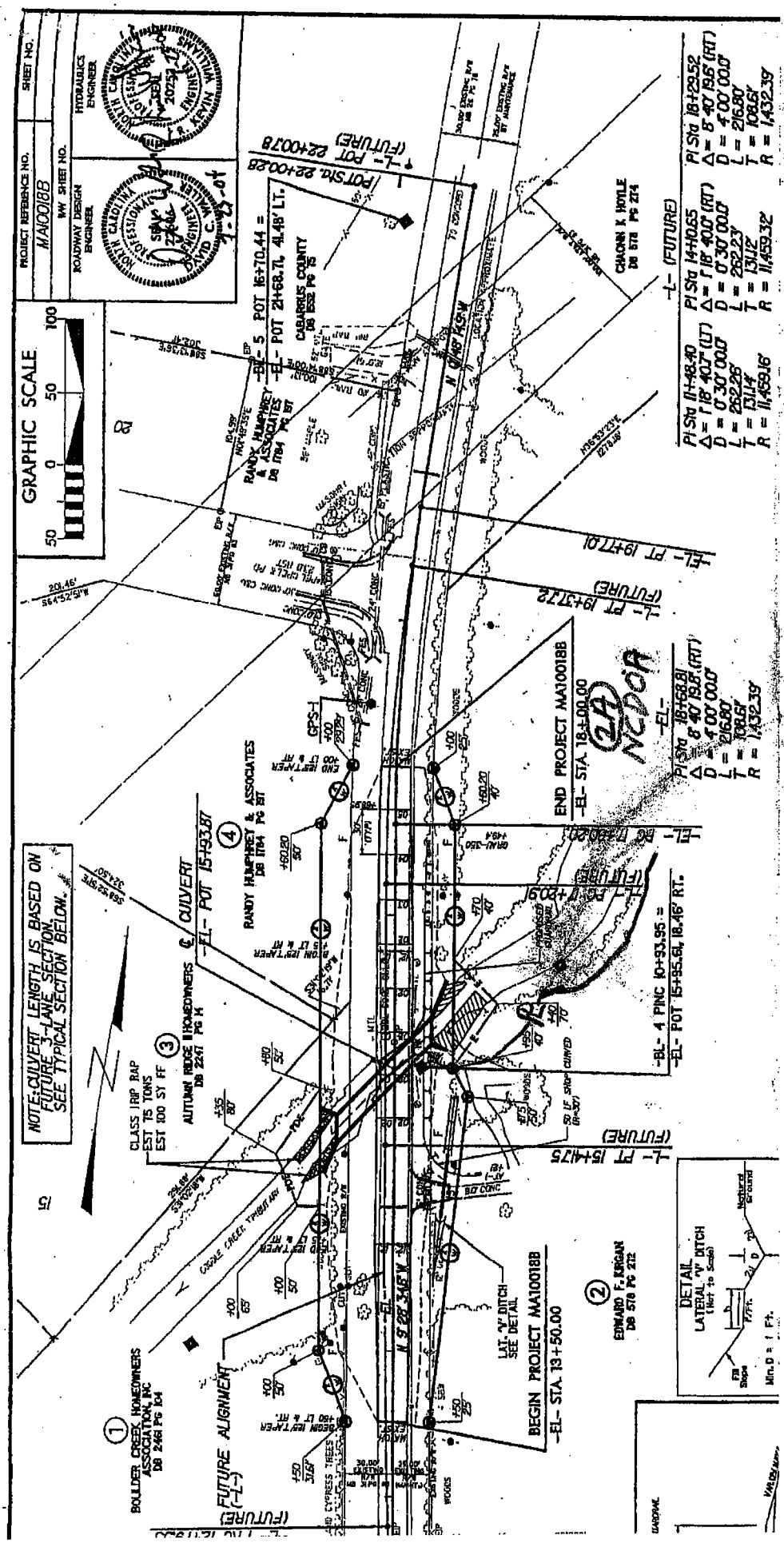
"OFFICIAL SEAL"
Notary Public, North Carolina
County of Johnston
Linda J. Duckworth

Linda J. Duckworth
Notary Public

My Commission Expires:

6-22-2008

BOOK 6792 PAGE 83



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.

EXHIBIT
A
PENGAD-Bayonne, N. J.