PENDING REVIEW FOR TAX LISTING

DATE 5/2/11 BY SD

2011003609
HAYWOOD CO, NC FEE $23.00
PRESENTED & RECORDED:
05-02-2011 10:59:31 AM
SHERRI C. ROGERS
REGISTER OF DEEDS
BY: DEB SCHAEFER - DEPUTY
REGISTER OF DEEDS

BK: RB 802
PG: 1538-1541

STATE OF NORTH CAROLINA
HAYWOOD COUNTY

TEMPORARY CONSTRUCTION EASEMENT AND RIGHT OF ACCESS

SPO File Number: 044-P-TCE
Prepared by: Office of the Attorney General
Property Control Section
Return to: Blane Rice, State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

This Agreement, made this 14th day of April 20 11, between The **Robert C. Bushnell**, 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 the tributary of the Crooked Creek, a tributary of the Pee Dee River, in the County of Union for the benefit of the **Grantor.**

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 and Access Easement, hereinafter **Easement,** for a specified work area on the property identified as **Temporary Construction Easement** on Union County Parcel ID # 98189022C as shown in **Attachment A.**

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. Grantor is willing to grant a Construction Easement and Right of

Access over the herein described areas of the Property, thereby restricting and limiting the use of the included areas of the Property to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement.

IT IS UNDERSTOOD that the **Easement** rights herein granted shall automatically terminate **35 Months** 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. **Project** shall treat invasive plant species for elimination in the identified area of the property.

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. The treated area will be replanted with native plant species consistent with those found in the local area. Upon completion of the **Project**, grantee 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,

Grantor

By: Robert C. Bushnell

Robert C. Bushnell

NC CAROLINA
COUNTY OF Mecklenburg

I, David Rougeau, a Notary Public in and for the County and State aforesaid, do hereby certify that **Robert C. Bushnell**, 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 14th day of April, 2011.

Notary Public

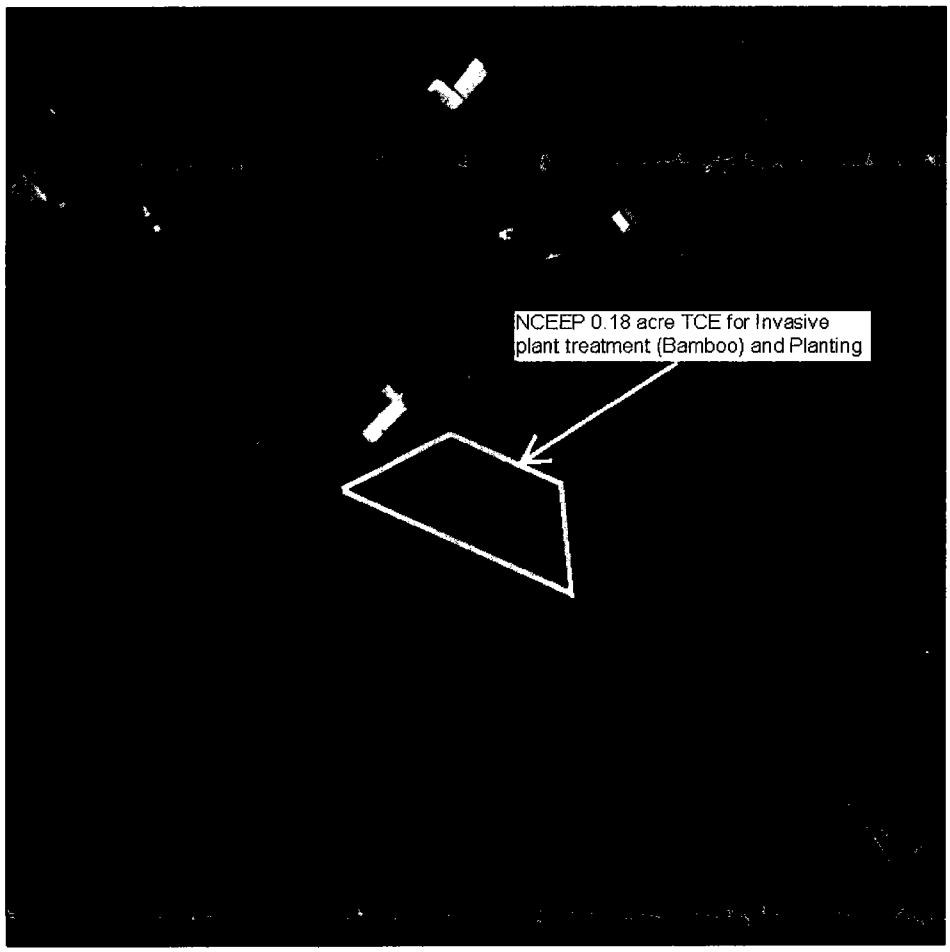
My commission expires:

12/5/2011

DAVID ROUGEAU NOTARY PUBLIC MECKLENBURG COUNTY, N.C.

ATTACHMENT "A"

Temporary Construction and Staging Areas



Report For 8654-75-8582

BUSHNELL, ROBERT C
BUSHNELL, MIRIAM J
151 LYNN DR
AIKEN, SC 29803

Account Information:

PIN:	8654-75-8582
Deed:	637/2347

Site Information:
30 SUGARBUSH LN
DWELLING,DWELLING
SINGLE FAMILY,SINGLE FAMILY
HOMESITE PRIMARY,OPENLAND,WOODL

Heated Area:	1080
Year Built:	1930
Total Acreage:	52.92
Township:	EAST FORK

Site Value Information:

Land Value:	$262,300
Building Value:	$226,100
Market Value:	$488,400
Defered Value:	($0)
Assessed Value:	$488,400
Sale Price:	$0
Sale Date:	7/27/2005
Taxes 2010:	$2,378.37
Taxes 2009:	$0.00

1: 1200

Disclaimer: The maps on this site are not surveys. They are prepared from the inventory of real property found within this jurisdiction and are compiled from recorded deeds, plats and other public records and data. Users of this site are hereby notified that the aforementioned public primary information sources should be consulted for verification of any information contained on these maps. Haywood county and the web site provider assume no legal responsibility for the information contained on these maps.

Map generated by the Haywood County Map Server. *3/30/2011*

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