FOR REGISTRATION REGISTER OF DEEDS
Jennifer Leggett Whitehurst
Beaufort County, NC
June 27, 2013 09:56:00 AM
Book 1821 Page 74-81
FEE: $26.00
INSTRUMENT # 2013003695

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Prepared by and return to:
Robert H. Merritt, Jr.
P. O. Box 1351
Raleigh, NC 27602

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this 26 day of June, 2013, by and between STEPHEN R. POOLE, JR. and wife, LUCINDA T. POOLE, STEPHEN R. POOLE, III and wife, JENNIE C. POOLE and CHAD ASHLEY POOLE, unmarried (hereinafter "Grantors") and MICHAEL BAKER ENGINEERING, INC., (hereinafter "Grantee") of 8000 Regency Parkway, Suite 600, Cary, NC 27651.

W I T N E S S E T H:

WHEREAS, Stephen R. Poole, Jr. and wife, Lucinda T. Poole are the owners of certain tracts of real property located in Beaufort County, North Carolina, identified as (1) property described in Deed Book 906, Page 211, having a Tax PIN of 15-006303, (2) property described in Deed Book 835, Page 763, having a Tax PIN of 07-002542, (3) property described in Deed Book 835, Page 765, having a Tax PIN of 07-002641, (4) property described as Tract I in Deed Book 873, Page 619, having a Tax PIN of 07-002642, (5) property described in Deed Book 835, Page 759, and (6) property described as Tract II in Deed Book 873, Page 619, having a Tax PIN

of 07-002642, (the foregoing real property being hereinafter collectively referred to as the "Stephen R. Poole, Jr. Tracts"); and

WHEREAS, Richard S. Poole, III and Chad Ashley Poole are the owners of certain tracts of real property located in Beaufort County, North Carolina, which tracts are more particularly described as Tract One and Tract Two in deed recorded in Deed Book 1325, Page 484, Beaufort County Registry, of which tracts have been assigned one (1) Tax PIN 15-005359 by the Beaufort County Tax office (the foregoing real property being hereinafter referred to as the "Conservation Easement Tracts"); and

WHEREAS, Grantee has been engaged by the State of North Carolina to construct a conservation easement or conservation easements on the Conservation Easement Tracts and in order to complete such construction, Grantee requires access from State Road 1738 to the Conservation Easement Tracts property, much of which access will traverse the Stephen R. Poole, Jr. Tracts; and

WHEREAS, Grantors have agreed to grant to Grantee a temporary easement for access to the Conservation Easement Tracts for the purpose of enabling the construction of said conservation easement or easements after which time this temporary construction easement shall be extinguished and become null and void;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the Grantors do hereby give, grant and convey unto said Grantee, a non-exclusive, temporary right and easement as described on Exhibit A attached hereto, over and upon the Stephen R. Poole, Jr. Tracts and the Conservation Easement Tracts, from State Road

1738 to the Conservation Easements as described in Exhibit A; provided, however, said grant of easement shall be subject to the following terms and conditions:

1. This Easement shall be a Temporary Construction Easement and shall be in existence only so long as is necessary for Grantee to construction the Conservation Easements shown on Exhibit A and further described in Plat Book I, ~~Page~~ SLIDE 4-5 thru 7, Beaufort County Registry. Upon completion of the construction of such Conservation Easements, Grantee shall do such acts and things as may be necessary to terminate this Temporary Construction Easement of record at its sale cost and expense;
2. Grantee shall repair any damage to roads or trails over which this Temporary Construction Easement passes and to the extent that any waste products are generated as a result of the construction of said Conservation Easements or the equipment required for such construction, Grantee shall remove such waste products or debris at its own cost and expense; and
3. The Temporary Construction Easement set forth herein shall terminate and no longer exist on or after the 1st day of July, 2014. After that date, Grantee shall, at the demand and request of Grantors, execute such releases or easement termination documents as may be desired by Grantors; however, the execution of any such release or termination documents is not a condition to termination of said Temporary Construction Easement and said Temporary Construction Easement shall automatically terminate without further action required on or after the date stated in this paragraph 3; and
4. Grantors shall continue to pay all taxes, assessments or other charges relating to the property described in Exhibit A attached hereto; and

5. Grantors and any other person entitled to use the area covered by this Temporary Construction Easement shall have the right to continued use of the property described in Exhibit A to the extent and in a manner that does not interfere with the grant of easement called for herein.

TO HAVE AND TO HOLD said right and easement unto Grantee, subject to the terms and conditions set forth herein and for the period of time set forth herein; it being agreed that the right of easement hereby granted is appurtenant to and runs with the land of the Grantors described in Exhibit A attached hereto.

[The Remainder of this Page Intentionally Left Blank]

IN TESTIMONY WHEREOF, the parties have hereunto set their hand and seal as of the day and year first above written.

GRANTOR:

Stephen R. Poole Jr. (SEAL)
Stephen R. Poole, Jr.

Lucinda T. Poole (SEAL)
Lucinda T. Poole

Stephen Richard Poole III (SEAL)
Stephen Richard Poole, III

Jennie C. Poole (SEAL)
Jennie C. Poole

Chad Ashley Poole (SEAL)
Chad Ashley Poole

GRANTEE:

MICHAEL BAKER ENGINEERING, INC.,
a New York corporation

By: W S Hord
W S Hord, Assist. V.P.

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

I, THOMAS E. ARCHIE, the undersigned Notary Public, certify that **Stephen R. Poole, Jr. and wife, Lucinda T. Poole** personally appeared before me this day, and acknowledged to me that they voluntarily signed the foregoing document.

Witness my hand and Notarial stamp or seal this the 24th day of JUNE, 2013.

Notary Public

THOMAS E. ARCHIE

Typed or Printed Name of Notary

My Commission Expires: 2-19-16

Thomas E. Archie
Notary Public
Beaufort County
North Carolina
My Commission Expires 2/19/16

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

I, THOMAS E. ARCHIE, the undersigned Notary Public, certify that **Stephen Richard Poole, III and wife, Jennie C. Poole** personally appeared before me this day, and acknowledged to me that they voluntarily signed the foregoing document.

Witness my hand and Notarial stamp or seal this the 24th day of JUNE, 2013.

Notary Public

THOMAS E. ARCHIE

Typed or Printed Name of Notary

My Commission Expires: 2-19-16

Thomas E. Archie
Notary Public
Beaufort County
North Carolina
My Commission Expires 2/19/16

STATE OF NORTH CAROLINA

COUNTY OF BEAUFORT

I, THOMAS E. ARCHIE, the undersigned Notary Public, certify that **Chad Ashley Poole, unmarried,** personally appeared before me this day, and acknowledged to me that he voluntarily signed the foregoing document.

Witness my hand and Notarial stamp or seal this the 24TH day of JUNE, 2013.

Notary Public

THOMAS E. ARCHIE

Typed or Printed Name of Notary

My Commission Expires: 2-19-16

Thomas E. Archie
Notary Public
Beaufort County
North Carolina
My Commission Expires 2/19/16

STATE OF NORTH CAROLINA

COUNTY OF ~~BEAUFORT~~ WAKE

I, ~~W.S. HOOD~~ MELISSA F. CAREY/26 MFC the undersigned Notary Public of the County and State aforesaid, certify that W.S. HOOD personally appeared before me this day, acknowledging to me that he is ASSISTANT V.P. of **Michael Baker Engineering, Inc.**, a NEW YORK corporation and that he acknowledged to me that he voluntarily signed the foregoing document for the purposes therein expressed and in the representative capacity so stated.

Witness my hand and Notarial stamp or seal, this 26TH day of JUNE, 2013.

Notary Public

MELISSA F. CAREY

Typed or Printed Name of Notary

My Commission Expires: 5-2-2014

MELISSA F. CAREY
NOTARY
My Comm. Exp.
5-2-2014.
PUBLIC
WAKE COUNTY, NC

Label 1- Bailey & Dixon LLP Plan

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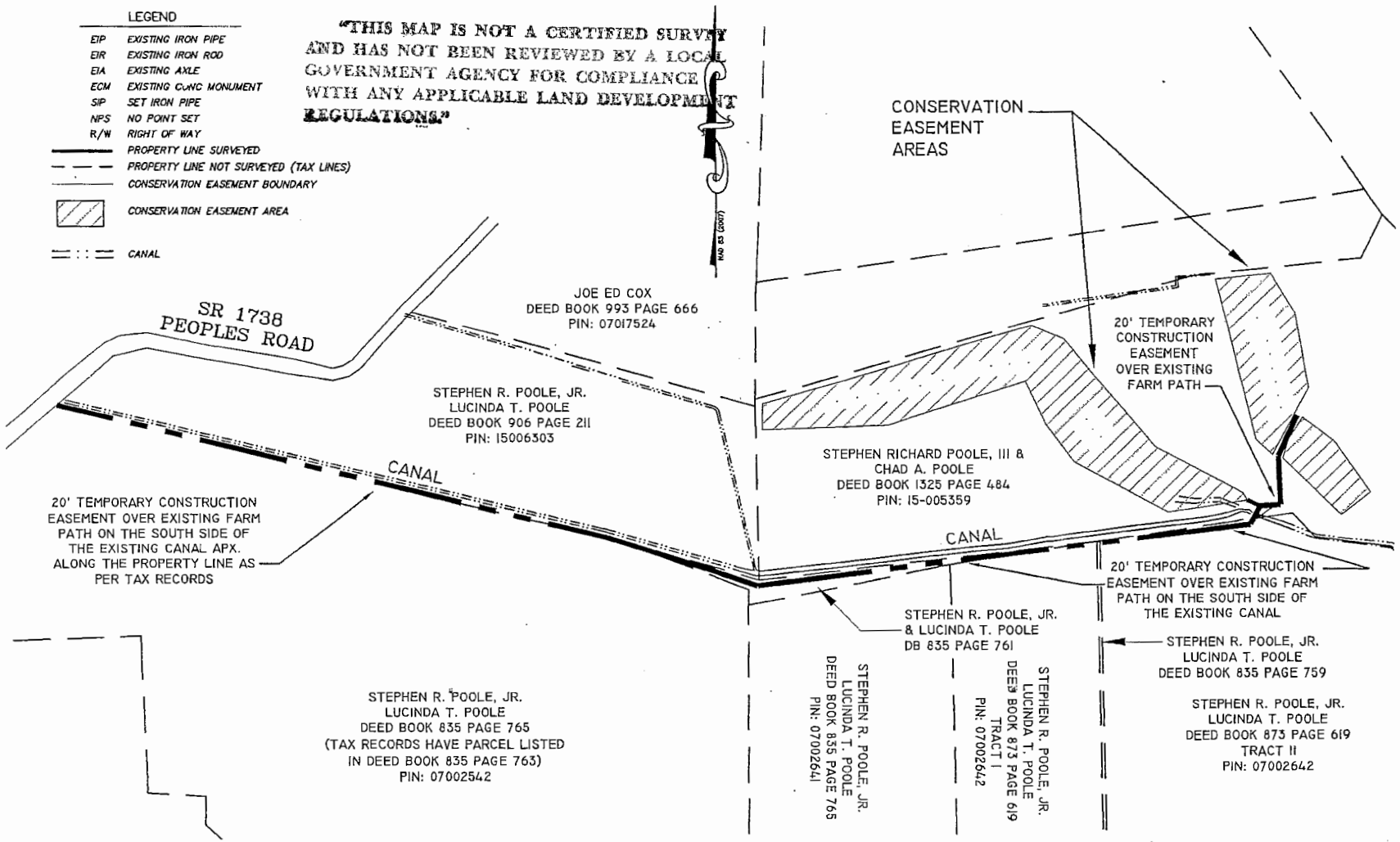
EXHIBIT A

BK 1821 PG 081



TEMPRORARY CONSTRUCTION EASEMENT
FOR THE CONSTRUCTION OF THE
SAINT CLAIR CREEK RESTORATION PROJECT
FOR
STATE OF NORTH CAROLINA – ECOSYSTEM ENHANCEMENT PROGRAM
ON THE PROPERTY OF
RICHARD STEPHEN POOLE, III AND CHAD ASHLEY POOLE
BATH TOWNSHIP – BEAUFORT COUNTY – NORTH CAROLINA

13–0011