[redacted]

Doc ID: 010636500003 Type: CRP
Recorded: 04/26/2011 at 08:27:57 AM
Fee Amt: $20.00 Page 1 of 3
Alamance, NC
HUGH WEBSTER REGISTER OF DEEDS
BK 3004 PG 845-847

Doc ID: 010654550008 Type: CRP
Recorded: 05/19/2011 at 11:09:52 AM
Fee Amt: $35.00 Page 1 of 8
Alamance, NC
HUGH WEBSTER REGISTER OF DEEDS
BK 3011 PG 263-270

Prepared by and return to:
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321
SPO File No. 001-AAAG, 01-017.028
EEP # 92372
ALAMANCE COUNTY

Re-Recording

TEMPORARY CONSTRUCTION EASEMENT (TCE)

Extension and Amendment of TCE recorded in Deed Book 2812 Page 926, Alamance County Registry

This Agreement, made this 5 day of April 2011, between The City of Burlington, a municipal corporation, 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 Little Alamance Creek in Alamance County for the benefit of the **Grantor.**

Grantor, for the true and actual consideration of Ten Dollars and other valuable consideration does convey to **Grantee**, its successors and assigns:

1) An extension of the time period of the **Temporary Construction Easement**, hereinafter **Easement,** for specified work areas on City-owned properties as noted in the original Temporary Construction Easement recorded in Deed Book 2812 Page 926 Alamance County Registry which are incorporated and attached hereto as "**Exhibit A** "
2) An amendment of the Easement to convey a temporary construction easement to the Grantee for additional work areas totaling 4 +/- acres surrounding the permanent Conservation Easement Area for 7.06 Acres +/- conveyed to the Grantee from the Grantor pursuant to the conservation Easement recorded in Deed Book 2795 Page 535, Alamance County as shown on the attached drawings attached hereto as **"Exhibit B"** and incorporated herein which show the "limits of disturbance" during construction .

8/35 3/20

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 gives the **Grantee**, its successors, assigns, agents, contractors, and employees the right to erect and use construction equipment in the **Easement** area herein described for the purpose of construction and completion of a stream restoration project along Little Alamance Creek, Burlington, Alamance County.

IT IS UNDERSTOOD that the **Easement** rights herein granted shall automatically terminate 35 months from the date this document is recorded or upon completion of the above referenced **Project**, *whichever occurs first*, and the additional work areas shown on "Exhibit B" are subject to all terms, provisions, and conditions of the Temporary Construction Easement Agreement executed May 7, 2009 in DB 2812 PG 926, Alamance County, and shall be binding on all parties.

This Extension and Amendment Agreement for a Temporary Construction Easement is hereby incorporated and made a part of the aforesaid documents recorded in Deed Book 2812 Page 926 Alamance County Registry.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written,

Grantor- City of Burlington

By:

Mayor/ Name(print): Ronnie Wall, Mayor

CITY OF BURLINGTON, N.C.
SEAL
(SEAL)

Attested by:

Clerk/Name (print): Jondeen D. Terry, City Clerk

NORTH CAROLINA
COUNTY OF Alamance

I, Renee M. Ward, a Notary Public in and for the County and State aforesaid, do hereby certify that Jordeen Terry personally appeared before me this day and acknowledged that he/she is City Clerk of the City of Burlington, and as an act of the City of Burlington the foregoing instrument was signed in its name by its Mayor, seal with its official seal, and attested by him/herself as its City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 5 day of April, 2011.

Renee M. Ward
Notary Public

RENEE M. WARD
NOTARY
PUBLIC
ALAMANCE COUNTY, N.C.

My commission expires:
5-30-2015

"Exhibit A"

Doc ID: 010034470004 Type: CRP
Recorded: 05/07/2009 at 08:10:57 AM
Fee Amt: $23.00 Page 1 of 4
Excise Tax: $0.00
Alamance, NC
DAVID J.P. BARBER REGISTER OF DEEDS
BK 2812 PG 926-929

Prepared by and return to:
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321
SPO File No. 001-AAAG
EEP Project No. 92372
ALAMANCE COUNTY

TEMPORARY CONSTRUCTION EASEMENT

This Agreement, made this 7 day of April 2009, between the City of Burlington, 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 to right of reasonable ingress and egress to the **Project** along Little Alamance Creek and its tributaries in Alamance County for the benefit of the **Grantor.**

Grantor, for the true and actual consideration of Ten Dollars and other valuable consideration ($10.00) does convey to **Grantee**, its successors and assigns, a **Temporary Construction Easement**, hereinafter **Easement**, for a specified work area of 0.25 +/- acres shown as "Area G-Temp." and identified on Map Book 73 Page 122 dated May 1, 2008 and being a portion of an approximate 64.83 +/- acre parcel known as Burlington Park, PIN# 88664790671, Alamance County Tax Office and recorded in Deed Book 98 at Page 220 and Deed Book 136 at Page 46 recorded in the Alamance County Registry.

Said **Easement** shall be approximately 0.25+/- acres and lies adjacent to permanent Conservation Easement Area "G-Temp." as identified on the above referenced map. See "**Exhibit A**" attached and incorporated hereto for illustrative purposes. In addition, access for equipment, staging, materials, and other construction related activity to the permanent and temporary easement areas is allowed across the 64.83 +/- acre tract as mutually agreed upon by both parties.

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**.

NC/25 + 4/23

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** shall exercise care to avoid damaging the existing water and sewer lines shown on the above referenced map in any manner not consistent with the purpose for which this agreement is issued.

4. The **Grantee** shall exercise care to avoid damaging the recreational equipment and structures in any manner not consistent with the purpose for which this agreement is issued.

5. 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.

6. 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.

7. **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,

City of Burlington

By: _____

Title/Name(print): Ronnie K. Wall

Attested by: Jondeen D. Terry

Title/Name(print): Jondeen D. Terry

CITY OF BURLINGTON, N.C. SEAL

NORTH CAROLINA

COUNTY OF Alamance

I, Renee M. Ward, a Notary Public in and for the County and State aforesaid, do hereby certify that Jondeen D. Terry personally appeared before me this day and acknowledged that she is City Clerk of the City of Burlington, and as an act of the City of Burlington, the foregoing instrument was signed in its name by its Mayor, sealed with its official seal and attested by herself as its City Clerk .

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 8 day of April, 2009.

Renee M. Ward

Notary Public

Renee M. Ward

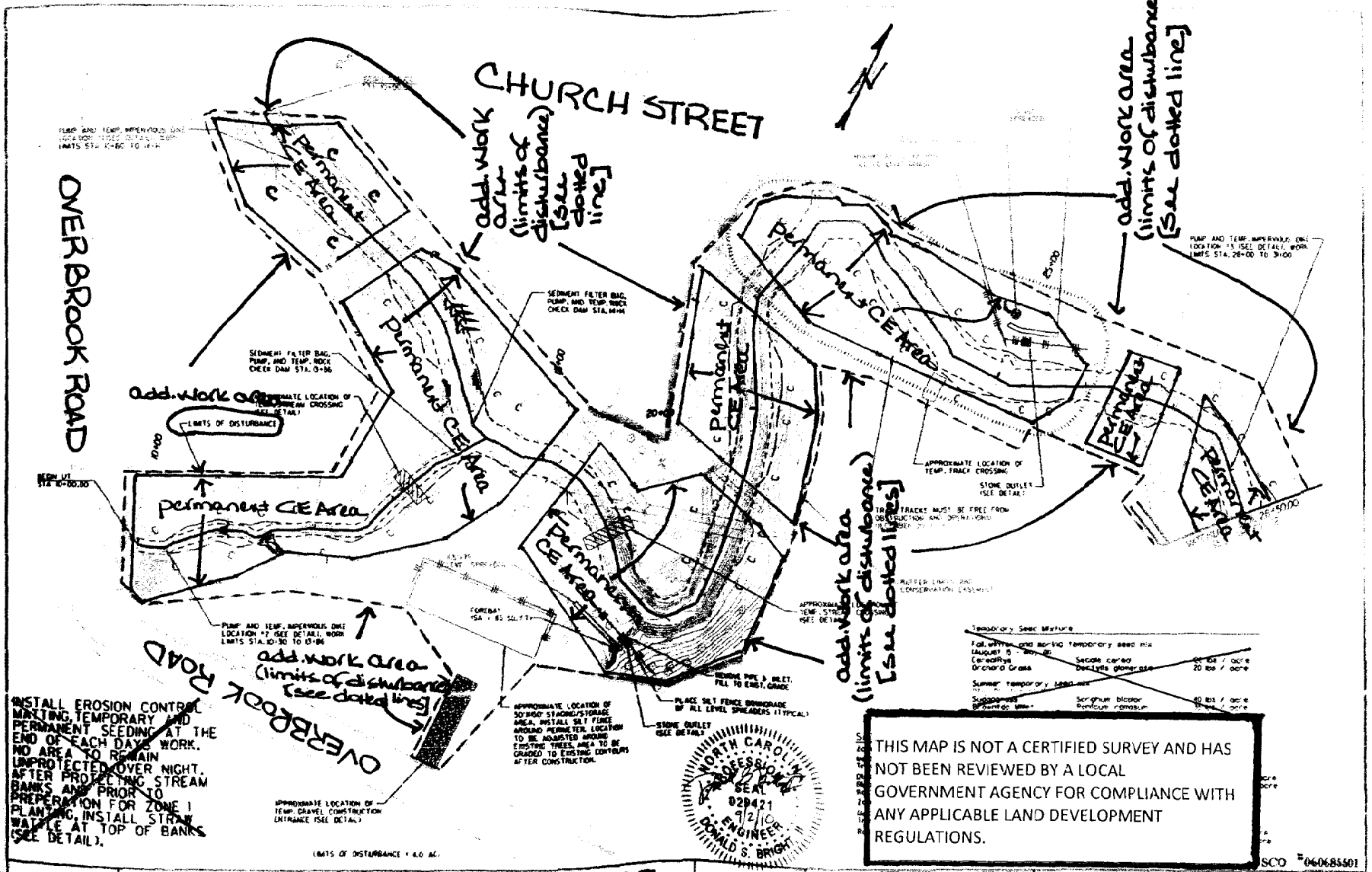
Print Name of Notary Public

RENEE M. WARD NOTARY PUBLIC ALAMANCE COUNTY, N.C.

My commission expires:

5-30-2010

"Exhibit B"
Additional Work Areas (limits of disturbance)



"Exhibit B" continued
Additional Work Areas (limits of disturbance)

Temporary Seed Mixtures

For winter and spring temporary seed mix

Rate	Seed	Rate
50 lbs/acre	Orchard Grass	Dactylis glomerata

Summer temporary seed mix
Delay Or August 15

Rate	Seed	Rate
50 lbs/acre	Sorghum bicolor	lbs/acre
5 lbs/acre	Sudangrass	lbs/acre
5 lbs/acre	Foxtail Millet	Pennisetum glaucum

Soil Preparation and Stabilization

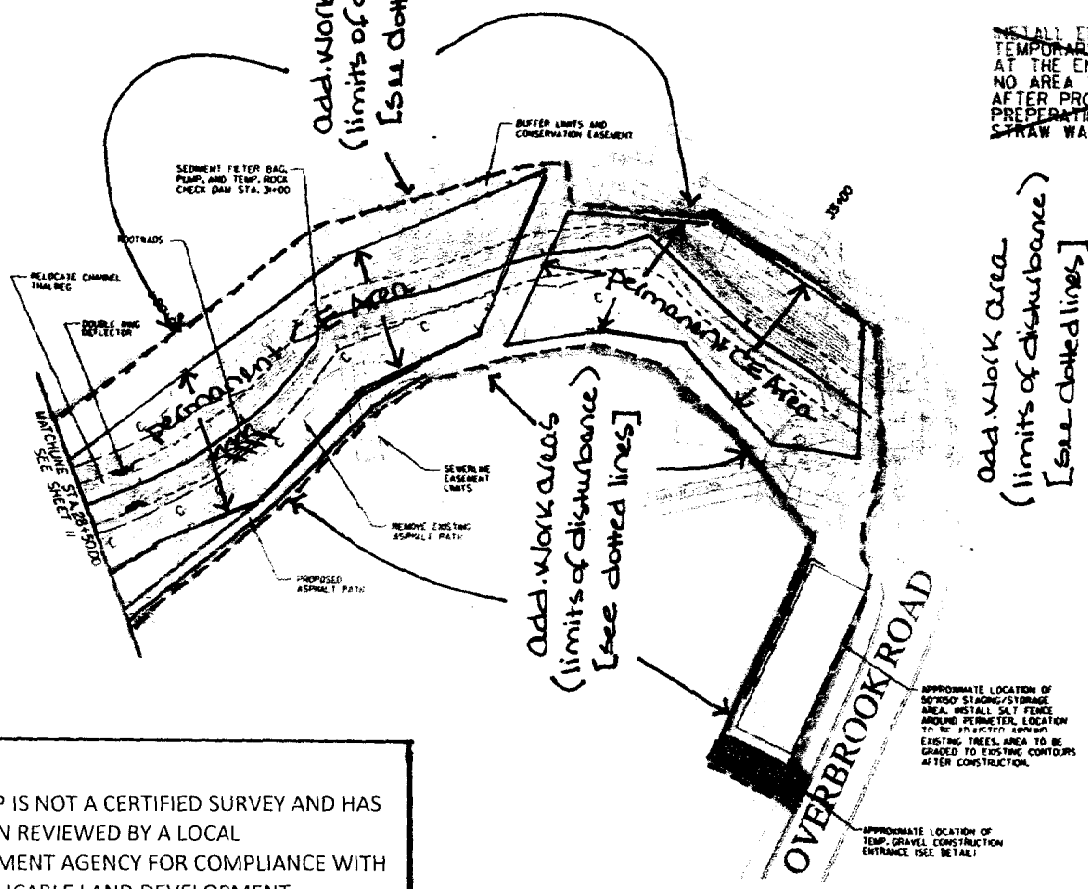
Zone 1 - Riparian stubble/forest floodplain

Mechanical Treatment	Approx. Date	Ground Cover Fabric	Mulch Type	Mulch Density/ Thickness	Nutrient Amendments	Rate
Staking/ Staging/ Roping	3/15/10	NA	Wheat Straw	75% Cover	Fertilizer Lime	1000 lbs/acre 4000 lbs/acre

Zone 2 - Floodplain stubble/forest channel

Mechanical Treatment	Approx. Date	Erosion Cover Fabric	Mulch Type	Mulch Density/ Thickness	Nutrient Amendments	Rate
Roping	3/15/10	Edr	Wheat Straw	75% Cover	Fertilizer Lime	1000 lbs/acre 4000 lbs/acre

~~INSTALL EROSION CONTROL MATTING, TEMPORARY AND PERMANENT SEEDING AT THE END OF EACH DAY'S WORK. NO AREA TO REMAIN UNPROTECTED OVER NIGHT. AFTER PROTECTING STREAM BANKS AND PRIOR TO PREPERATION FOR ZONE 1 PLANTING, INSTALL STRAW WATTLE AT TOP OF BANKS (SEE DETAIL).~~



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.

NORTH CAROLINA SEAL 029421 ENGINEER DONALD S. BRIGHT II 9/2/10

SCO #060685501

25' 0 50' SCALE

Ecosystem

ARCADIS
C & M of North Carolina, Inc.
WWW.ARCADIS-US.COM
801 Corporate Center Drive, Suite 300
Raleigh, NC 27607-5075
tel: 919/854-1287 fax: 919/854-5448

5	DGL	9/02/10	ISSUED FOR BID
4	DGL	4/25/10	DRAFT CONSTRUCTION PLANS
3	RSL	3/16/08	REST. PLAN (EASEMENTS)
2	RMD	1/25/08	RESTORATION PLAN
1	RCD	10/24/07	DRAFT RESTORATION PLAN

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ECOSYSTEM ENHANCEMENT PROGRAM

LITTLE ALAMANCE CREEK
ALAMANCE COUNTY, NORTH CAROLINA