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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.

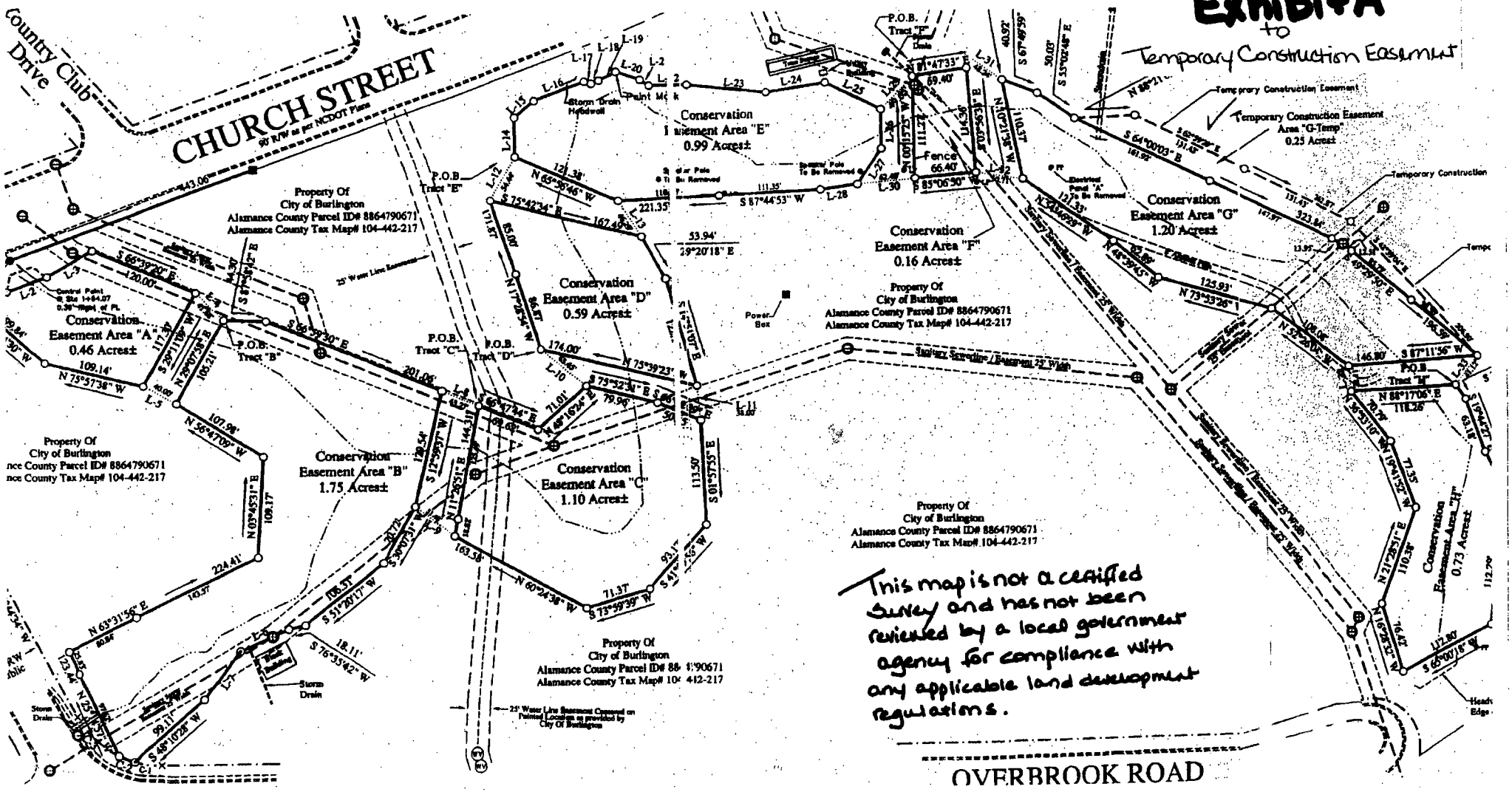
4. The **Grantee** shall exercise care to avoid damaging the recreational equipment and structures in any manner not consistent with the purpose for which this agreement is issued.

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.

Exhibit A
to
Temporary Construction Easement



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.