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LOIS J. MOORING
REGISTER OF DEEDS

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WAYNE COUNTY, NC
LOIS J MOORING REGISTER OF DEEDS
BK 2838 PG 732-737

INDEXED

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STATE OF NORTH CAROLINA
WAYNE COUNTY

TEMPORARY CONSTRUCTION EASEMENT AND RIGHT OF ACCESS

SPO File Number: 096-E-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 12th day of February 2011, between The **City of Goldsboro**, a municipal corporation, 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 Big Ditch, a tributary of the Neuse River, in the City of Goldsboro for the benefit of the **Grantor.**

The City of Goldsboro, **Grantor**, for the true and actual consideration of $10.00 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 Wayne County Parcel ID # 259924635 and Parcel ID # 259929516 as shown in **Attachment A** and as shown in **Attachment B**.

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 **2** years from the date rendered hereof or upon completion of the above referenced **Project**, whichever is sooner.

IT IS ALSO UNDERSTOOD AND AGREED that the **Easement** herein granted further allows, binds by mutual agreement, that the **Grantor** has conveyed and the **Grantee** has received a **Conservation Easement** in the form attached hereto to perpetually protect the intent of said **Project**.

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.

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. Upon completion of the **Project**, 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,

City of Goldsboro

By: _____
Alfonzo King, Mayor City of Goldsboro

(Corporate Seal)

Attested By: Melissa Brewer

Print name: Melissa Brewer

Title: City Clerk

STATE OF NORTH CAROLINA

COUNTY OF WAYNE

I, Kaye A. Scott, a Notary Public, in and for the County of Wayne and State of North Carolina do hereby certify that Melissa Brewer personally came before me this day and acknowledged that he/she is City Clerk of the City of Goldsboro, and that by the authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by Alfonzo King, Mayor City of Goldsboro and sealed with its corporate seal, and attested to by him/her as its City Clerk.

Witness my hand and official seal, this 1 day of February, 2011.

(Notary Seal)

KAYE ANDERSON SCOTT
NOTARY PUBLIC
WAYNE COUNTY, NC

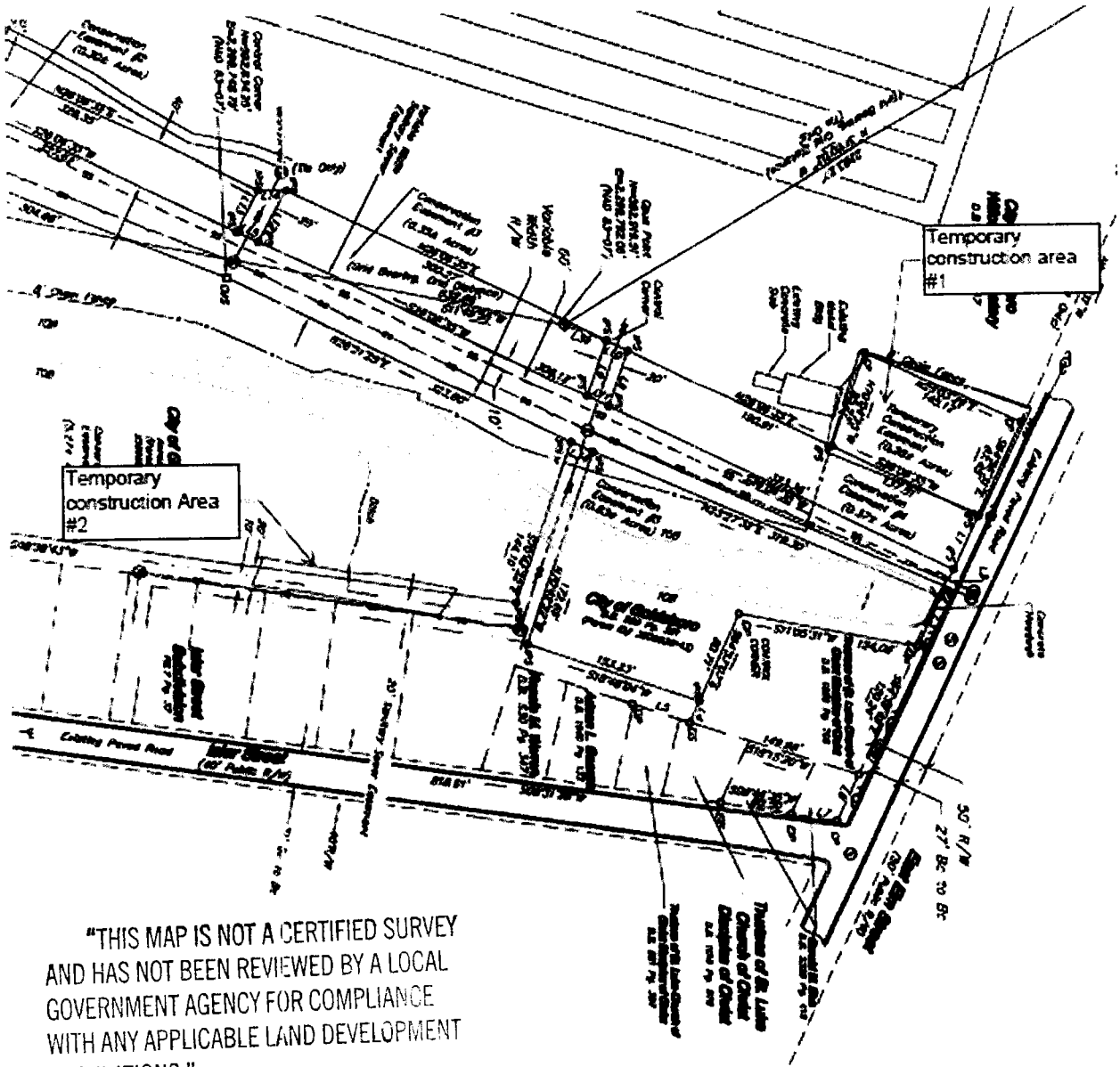
Kaye Anderson Scott
Signature of Notary

Kaye Anderson Scott, Notary Public
Printed or typed name

My commission expires: 7-5-12

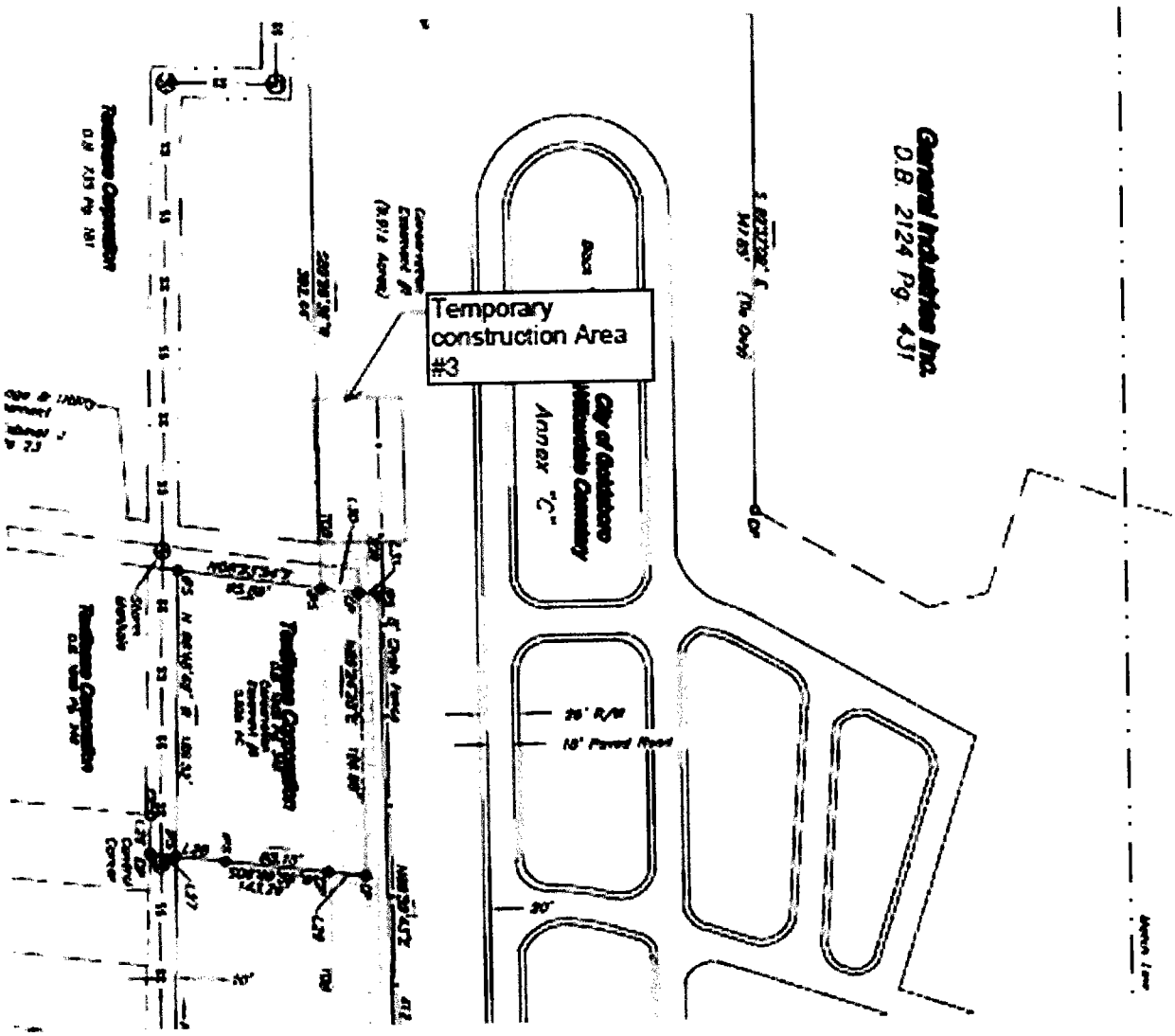
ATTACHMENT "A"

Temporary Construction and Staging Areas



"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."

ATTACHMENT "B"



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