WAKE COUNTY, NC 468
LAURA M RIDDICK
REGISTER OF DEEDS
PRESENTED & RECORDED ON
01/15/2010 AT 15:49:26

BOOK:013826 PAGE:02298 - 02302

Prepared by and return to:
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321
SPO File No. 92-235.60 (92-AAAS)
EEP No. 708 Project: 276
WAKE COUNTY

TEMPORARY CONSTRUCTION EASEMENT

This Agreement, made this 22 day of December 2009, between **Horsecreek Associates, Inc**, 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 Richland Creek and its tributaries in Wake County for the benefit of the **Grantor.**

Whereas Grantor executed a permanent Conservation Easement to the State of North Carolina on a portion of its property located on Durham Road/ Hwy 98. Said Conservation Easement is recorded in Deed Book 12101 Page 2680 and Map Book 2006 Pages 1279, 1280, 1281, and 1282 in the Wake County Registry for a stream restoration project on tributaries to the Creek. This Temporary Construction Easement is to allow for construction and stockpiling/spoil areas on portions of said property (PIN# 1841018799 and 1841121029) outside of permanent Conservation Easement Area as shown on the attached Exhibit map A.

Grantor, for the true and actual consideration of **$600.00** does convey to **Grantee**, its successors and assigns, a **Temporary Construction Easement**, hereinafter **Easement,** for a specified work area on the property identified as PIN# 1841018799 and 1841121029, Wake County Tax Office and recorded in Deed Book 10491 at Page 437 and Deed Book 11479 at Page 2628 recorded in the Wake County Registry.

Said **Easement** shall include an approximate 0.585+/- acre or 25,462 +/- square foot area as shown on attached Exhibit Map A. This area follows the toe of the slope of the property. The magnolia trees within the temporary construction easement area shall be protected by orange fencing which will be removed by Grantee or its contractor after construction is completed.

Access to said temporary construction easement shall be across the adjoining property owned by Southeastern Baptist Theological Seminary and known as "Paschal Golf Course."

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.

IT IS UNDERSTOOD that the **Easement** rights herein granted shall automatically terminate ~~2 years~~ 6 months 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** 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 (Permanent Conservation Easement area and temporary construction easement area).

4. 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. No fill to be placed around drip line of existing magnolia trees to be identified with protective orange fencing.

5. **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,

Horsecreek Associates, Inc.

By: _____
Stephen C. Gould
Vice -President

NORTH CAROLINA

COUNTY OF Wake

I, Sandra S. Thomas, a Notary Public in and for the County and State aforesaid, do hereby certify that Stephen C. Gould personally appeared before me this day and acknowledged that he is Vice President of Horsecreek Associates, Inc., a corporation and that by the authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the 22nd day of December, 2009

Sandra S. Thomas
Notary Public

My commission expires:

09-24-2010

(Notary Seal)

SANDRA S. THOMAS
NOTARY
PUBLIC
WAKE COUNTY, N.C.

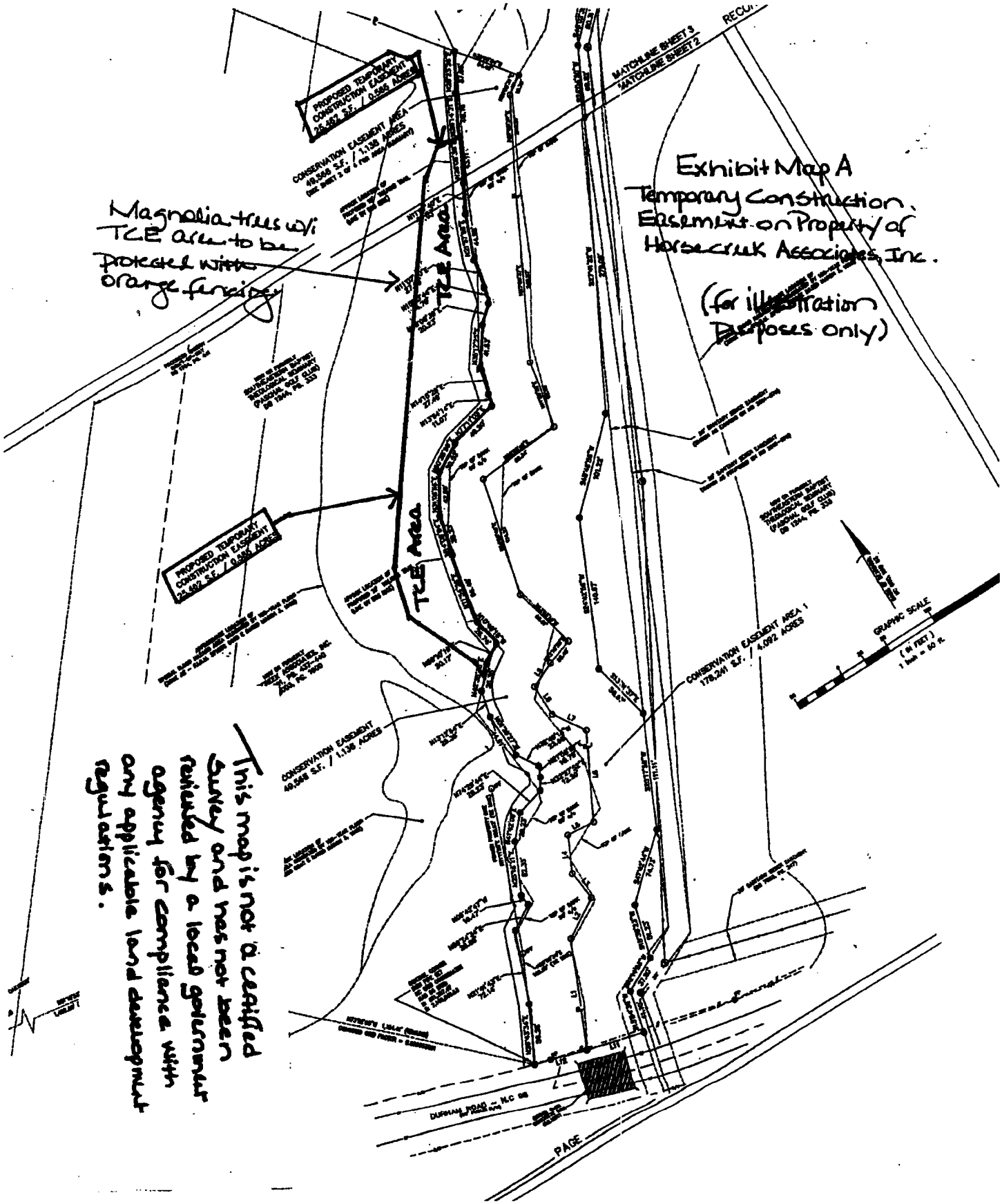
Exhibit Map A
Temporary Construction Easement on Property of Horsecreek Associates, Inc.
(for illustration purposes only)
Magnolia trees w/ TCE area to be protected with orange fencing
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
TCE Area
CONSERVATION EASEMENT AREA
CONSERVATION EASEMENT
CONSERVATION EASEMENT AREA 1
178,241 S.F. / 4.092 ACRES
MATCHLINE SHEET 3
MATCHLINE SHEET 2
GRAPHIC SCALE
PAGE
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.

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Yellow probate sheet is a vital part of your recorded document.
Please retain with original document and submit for rerecording.

Wake County Register of Deeds
Laura M. Riddick