

Prepared by and return to:
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321
SPO File No. _____
_____ COUNTY

TEMPORARY CONSTRUCTION EASEMENT

This Agreement, made this ___ day of _____, 20___, between _____, 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 _____ (**Creek, Stream, Branch, Tributary**) in _____ County for the benefit of the **Grantor**.

Grantor, for the true and actual consideration of Ten Dollars and other valuable consideration \$ **(amount of compensation for construction easement)**, 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 or Parcel ID Number)** _____, _____ County Tax Office and recorded in Deed Book ___ at Page ___ recorded in the _____ County Registry.

Said **Easement** shall be a width of _____ feet from the top of the bank on both sides of the **existing** stream except in areas where existing buildings lie. In these areas the widths will be mutually agreed upon for said **Project**. **(insert begin and end point for project, may attach map or exhibit)**

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 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.
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.
5. **Grantee** shall leave all parts of the **Project** site in acceptable condition.

IT IS ALSO UNDERSTOOD that the **Grantor** shall convey and the **Grantee** shall receive a **Conservation Easement** in the form attached hereto to perpetually protect the intent of said **Project**. The conveyance of the **Conservation Easement** shall occur at the completion of the **Project** and will be based upon a metes and bounds description rendered by a Professional Land Surveyor. Grantor and Grantee shall agree on the size and description of the **Conservation Easement** area. The purchase price and compensation for the final **Conservation Easement** shall be \$_____, (_____ **Dollars**) per acre subject to final survey.

Said **Conservation Easement** area runs as the stream meanders, extending for the widths from the centerline of said **newly re-aligned** stream as specified below, on both sides of stream where physically possible.

The **Conservation Easement** will have a width of _____ feet from the top of the bank on both sides the newly aligned stream, except in areas where existing buildings lie, and runs as the stream meanders.

Insert any other special project concerns here, i.e. bridges, culverts, utilities, ECT.

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

_____ (SEAL)

NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal this the _____ day of _____, 2004.

Notary Public

My commission expires:

*Attach
Conservation Easement*