

**NORTH CAROLINA**

**DURHAM COUNTY**

**DEED OF TEMPORARY CONSTRUCTION EASEMENT**

Prepared by: Durham County Attorney's Office (WSD)

Return after recording to County of Durham, Attention: Real Estate Division, 201 County Administration II, Durham, NC 27701

Excise Tax:

**THIS DEED OF TEMPORARY CONSTRUCTION EASEMENT**, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **DURHAM COUNTY, NORTH CAROLINA** (hereinafter "Grantor" or "County") and **802 WASHINGTON STREET LLC**, a North Carolina limited liability corporation, 310 ½ West Franklin Street, Chapel Hill, NC 27516 (hereinafter "Grantee");

**WITNESSETH**

For valuable consideration to Grantor in hand paid, the receipt of which is hereby fully acknowledged, Grantor has given, granted, bargained and sold and does by these presents gives, grants, bargains, sells and conveys unto, Grantee and its successors and assigns, a Temporary Construction Easement on the following parcel(s) of land, lying and being in said County and State, bounded and described as follows:

**TEMPORARY CONSTRUCTION EASEMENT.** A temporary construction easement (hereinafter "Construction easement area") containing approximately 1450 square feet, running across a portion of parcel # 105143 (721 Foster Street, Durham, NC 27701), and shown on a plat entitled "\_\_\_\_\_" prepared by \_\_\_\_\_ (insert company name), \_\_\_\_\_ (insert individual surveyor name), PLS No. \_\_\_\_\_, dated \_\_\_\_\_ (insert most recent revision date, if applicable), and recorded \_\_\_\_\_ in Plat Book \_\_\_, Page \_\_\_, Durham County Registry.

The Construction easement area shall be subject to the following terms: This easement shall terminate when construction adjacent to the Construction easement area has been completed. Before the termination of this easement period, Grantee shall remove all underbrush, yard waste and refuse from the easement area, as well as the sloped area between the Grantor's parking lot and the easement area, as depicted in Exhibit A to this agreement. No trees will be eliminated. If any soil is disturbed, Grantee shall install ground cover similar to the surrounding areas. During the existence of this easement, Grantee shall have the right to move soil from place to place in the Construction easement area, to remove vegetation from the Construction easement area, and to place materials and equipment in the Construction easement area for construction purposes. Nothing in this easement shall prevent Grantor from using the Construction easement area in a manner that does not interfere with the foregoing easement.

**TO HAVE AND TO HOLD** all and singular said easement in said parcel of land to the Grantee.

And Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

The designation "Grantor," "Grantee," and "County" as used herein shall include said parties, their heirs, successors and assigns. The singular in this deed includes the plural unless context otherwise requires.

**IN TESTIMONY WHEREOF**, the Grantor has set his hand and seal, or if corporate, has executed this deed by its proper officers under seal, as of the date first above written.

COUNTY OF DURHAM

By : \_\_\_\_\_

Wendell M. Davis

County Manager

ACKNOWLEDGEMENT  
DURHAM COUNTY  
NORTH CAROLINA

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that she is clerk to the Board of Commissioners of Durham County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its Manager, sealed with the County seal, and attested by her, \_\_\_\_\_

\_\_\_\_\_, as Clerk to the Board of Commissioners.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires: \_\_\_\_\_

802 WASHINGTON STREET LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

Acknowledgement of Grantee:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, a Notary Public in and for the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she \_\_\_\_\_ of the \_\_\_\_\_, a \_\_\_\_\_ corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its corporate seal and attested by \_\_\_\_\_ as its \_\_\_\_\_.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires: