

## TEMPORARY CONSTRUCTION EASEMENT

Prepared by: Brian E. Edes, Town Attorney, 5002 Randall Pkwy, Wilmington, NC 28403

Return to: \_\_\_\_\_

NORTH CAROLINA  
BRUNSWICK COUNTY

THIS TEMPORARY CONSTRUCTION EASEMENT, executed this the \_\_\_\_\_ day of June, 2021, 2020, by and between BRUNSWICK COUNTY, a North Carolina body corporate and politic, (hereinafter individually and collectively referred to as "Grantor") and the TOWN OF LELAND, a municipal corporation organized and existing under the laws of the State of North Carolina, whose address is 102 Town Hall Drive, Leland, NC 28451 (hereinafter referred to as "Grantee").

### W I T N E S S E T H:

For and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, the Grantor has bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, the right, privilege and temporary right-of-way and easement over, through, under and upon the lands and premises hereinafter described for the purpose of constructing, installing, inspecting, maintaining, repairing, removing, extending, improving, replacing, building and/or operating public facilities and utilities, including but not limited to, water, sanitary sewer, storm sewers, storm drainage facilities, drainage pipes, valves, catch basins, ditches, and other associated appurtenances, said premises being a certain parcel or tract of land located in the Town of Leland, Brunswick County, North Carolina, and more particularly described as follows:

Being all of that property labeled "New Temporary Construction Easement 101 SQ. FT." as shown on that map entitled "Village Road Road Multi-Use Path Easements" prepared by Atlantic Coast Survey, PLLC dated September 25, 2019 and recorded in Map Cabinet 118 at Page 98, Brunswick County Registry.

TO HAVE AND TO HOLD the above-described temporary construction easement, together with all privileges and appurtenances thereunto belonging, unto the Grantee, its successors and assigns, through and until June 30, 2022.

The Grantor covenants herein that it is seized of the premises in fee simple, has the right to convey the easement as described herein, that the title is marketable and free of all encumbrances, and that the Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

The Grantee shall at all times have the right to keep the area of the temporary right-of-way and easement clear of all buildings or structures, trees, shrubs, bushes, stumps, roots, undergrowth, or other vegetation as will in its judgment interfere with the purposes of this Easement. The Grantor expressly promises and agrees not to construct or allow to be constructed any building, structure or other improvement, and not to plant or allow to be planted any trees, shrubs, bushes, undergrowth, or other vegetation that would interfere with the Grantee's rights hereunder or to otherwise permit encroachment upon the easement. It is expressly understood and agreed, however, that the Grantor, its heirs, successors and assigns shall retain the right to use said easement for any other lawful purpose; provided, however, that such use shall not be inconsistent with the rights herein granted to the Grantee, and Grantee shall not be liable for any damages or loss due to the exercise of its rights hereunder within its easement and right-of-way.

For the purpose of constructing, inspecting, improving, replacing, removing, maintaining, extending, repairing or otherwise using the above-described facilities, the Grantee shall have the right of ingress to and egress from the easement and right-of-way over such private roads, alleys, ways, driveways or paths (hereinafter collectively referred to as "private roads") as may now or hereafter exist on the property of the Grantor. Any damages proximately resulting to such private roads from the negligent use by the Grantee shall be repaired by the Grantee at its expense. The right, however, is reserved to the Grantor or its heirs, successors and assigns to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement and right-of-way, the Grantee shall have such right of ingress and egress over the Grantor's property adjacent to the easement and right-of-way in such manner as shall occasion the least practicable damages and inconvenience to the Grantor. The Grantee shall be liable for any consequential damages proximately caused by its sole negligence in the exercise of the right of ingress and egress over adjoining property.

By acceptance of this Deed of Easement, the Grantee agrees that it will restore the surface of the land to its approximate level prior to construction by fill or grading in the course of construction or maintenance of the aforesaid facilities so long as the same are not inconsistent with and do not

interfere with the rights herein granted to the Grantee and provided that said construction does not involve the creation of ditches or other subsurface improvements that ordinarily would not be filled or graded. It is specifically agreed that any trees removed for construction or maintenance work will not be replaced. The construction or maintenance area may be seeded by the Grantee, but the Grantee shall not be responsible for landscaping or otherwise improving the area. It is understood and agreed that the execution and delivery of this deed by the Grantor and its acceptance by the Grantee shall not obligate the Grantee to construct or maintain any main, line, pipe, lateral or other extension or permit any connection to its water, sanitary sewer, storm sewer, drainage or other public utilities system. The Grantee further agrees that any utilities that must be relocated in order for Grantee to exercise the rights granted hereunder shall be the responsibility of Grantee, that maintenance and repair of any sidewalk constructed within the easement herein granted shall be the responsibility of Grantee and that Grantor shall not be responsible for damage done by it to any sidewalk constructed within the easement herein granted.

Use of the masculine gender herein includes the feminine and neuter, and the singular number used herein shall equally include the plural.

**SIGNATURES ON NEXT PAGE**

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed under seal, the day and year first above written.

GRANTOR:

BRUNSWICK COUNTY, NORTH CAROLINA

BY: \_\_\_\_\_  
Randy Thompson, Chairman

Attest:

\_\_\_\_\_  
Andrea White, Clerk

(COUNTY SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF BRUNSWICK

I, \_\_\_\_\_, a Notary Public of the state and county aforesaid, certify that Andrea White appeared before me and acknowledged that she is the Clerk to the Brunswick County Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by the Chairman, sealed with its corporate seal, and attested by herself as Clerk.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)