

TEMPORARY STAGING EASEMENT AGREEMENT

This Easement Agreement ("**Agreement**") is made as of the ___ day of March 2008, by and between the City of Philadelphia, a body politic and corporate existing under the laws of the Commonwealth of Pennsylvania, acting through its Fairmount Park Commission, with its principal office located at 1515 Arch Street, 10th Floor, Philadelphia, Pennsylvania, 19102-1595, and the Department of Public Property of the City of Philadelphia, with its principal office located at Municipal Services Building, 10th Floor, 1401 John F. Kennedy Boulevard, Philadelphia, Pennsylvania, 19102 (collectively, "**City**" or "**Grantor**"), and the Southeastern Pennsylvania Transportation Authority ("**SEPTA**" or "**Grantee**"), a body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof with its principal office located at 1234 Market Street, 10th Floor, Philadelphia, PA 19107-3780.

BACKGROUND

WHEREAS, Grantor is the fee owner of Tax Parcels Numbers 78-4076200 and 78-4003400 ("**Parcels**"), which are is located at 7301-7321 Cresheim Road and 185 W. Allens Lane in the City of Philadelphia; and

WHEREAS, Grantee desires to perform an improvement project ("**Project**") at Allen Lane Passenger Station ("**Station**"); and

WHEREAS, Grantee wishes to obtain a temporary staging easement ("**Temporary Staging Easement**") from Grantor over part of the Parcels for staging of the Project and Grantor is willing to grant such Temporary Staging Easement over an area more particularly shown on **Exhibit "A"** ("**Easement Area**") solely for the permitted use set forth in this Agreement; and

WHEREAS, Grantor is authorized to enter into this Agreement pursuant to an Ordinance which the Mayor of the City of Philadelphia signed on March __, 2008 ("**Ordinance**"), a copy of which is attached as Attachment B; and

WHEREAS it is understood and agreed that this Agreement does not and will not extend the term of the 1968 Lease-Leaseback Agreement between the City and SEPTA.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee, intending to be legally bound, agree as follows:

Section 1. Incorporation Of Recitals And Attachments.

The recitals above are hereby incorporated herein as if set forth in full. The attachments to this Agreement are deemed to be a part hereof.

Section 2. Grant Of Temporary Staging Easement.

(a) Grantor hereby grants to Grantee the Temporary Staging Easement on the Easement Area, the size of which shall not exceed that identified on Attachment A. Grantor understands and acknowledges that Grantee will use the Temporary Staging Easement as a staging area for the Project only during the implementation of the Project, but not to exceed two (2) years in duration in accordance with Section 3 below.

(b) Grantee shall restore the area of the Temporary Staging Easement in accordance with **Exhibit "B"** ("**Specification for Restoration of Easement Area**") upon the termination of the Temporary Staging Easement.

(c) Grantee shall, at all times, coordinate with Grantor in a reasonable manner on all matters relating to the Temporary Staging Easement.

Section 3. Term.

The term of the Temporary Staging Easement shall commence on April 1, 2008 and shall terminate April 30, 2010 unless terminated earlier in accordance with the terms of this Agreement ("**Term**").

Section 4. Consideration.

In consideration for the rights and privileges set forth in this Agreement, Grantee shall make available advertisement space for Fairmount Park on one (1) Monthly Trailpass per year of the Term of the Agreement. Such advertisement will be limited to the Fairmount Park logo and website address or, in the alternative, such other Fairmount Park related advertisement as agreed to by Grantor and Grantee.

Section 5. Condition of Easement Area.

Grantor makes no representation or warranty, express or implied, in fact or in law, as to (a) the title to the Easement Area, (b) any encumbrances, restrictions and conditions which may affect the Easement Area, (c) the nature, condition or usability of the Easement Area, including but not limited to the suitability of the Easement Area for Grantee's use, (d) the zoning of the Easement Area, or (e) the compliance of the Easement Area with Applicable Laws (defined below in § 17). Grantee is relying on its own independent inspection of the Easement area in its acceptance of the Temporary Staging Easement and its exercise of the rights granted under this Agreement. **GRANTOR DISCLAIMS ANY AND ALL WARRANTIES OF FITNESS, MERCHANTABILITY, AND SUITABILITY FOR INTENDED PURPOSE AND HABITABILITY.**

Section 6. Title.

No legal title or leasehold in the Easement Area other than the Temporary Staging Easement granted by this Agreement, shall be deemed or construed to have been created or vested in Grantee by anything contained in this Agreement.

Section 7. Alterations.

No structures, improvements, renovations, alterations, additions, modifications and/or replacements thereof (collectively referred to herein as "**Alterations**") shall be affixed to or located on or about the Easement Area without the prior written consent of Grantor.

Section 8. No Representation/Warranty.

Review, approval and/or inspection by Grantor of plans and specifications, work, or other materials submitted by Grantee or performed by Grantee, its contractors and/or subcontractors, in connection with this Agreement, shall not constitute any representation, warranty or guaranty by Grantor to the Grantee, its contractors and/or subcontractors, or to any other person or firm as to the substance or quality of the matter reviewed or approved. At all times, Grantee shall rely on its contractors and/or subcontractors, and use its own independent judgment, as to the substance and quality of all such matters. Such review, approval and/or inspection by Grantor under this Agreement shall not constitute or be construed to constitute approval otherwise required under Applicable Laws (defined below in § 17) by any of Grantor's departments, boards, and commissions in connection with any and all aspects of any work.

Section 9. Maintenance and Repairs.

Grantee shall, at its sole cost and expense, maintain and repair the Easement Area (including the Bus Shelter and all approved Alterations) and keep the Easement Area free from dirt, rubbish, debris, snow and ice. Grantor shall have no responsibility whatsoever to maintain or repair the Easement area.

Section 10. Liens; Encumbrances.

Grantee shall keep the Temporary Staging Easement and/or the real estate affected by such Temporary Staging Easement free and clear of all liens, claims and encumbrances resulting or arising from rights given to Grantee under this Agreement, any work or act performed by, or materials furnished by Grantee or any party claiming by, through or under Grantee, or any party under Grantee's direction or in privity of contract with Grantee. If any lien, claim or encumbrance shall be filed against Grantor, or any interest of Grantor in the Temporary Staging Easement or the real estate affected thereby, then Grantee at its sole cost and expense shall cause same to be discharged of record by payment thereof, within sixty (60) days after the filing thereof. If Grantee shall fail to so cause the same to be discharged of record within the sixty (60) day period, Grantor may cause the same to be so discharged by payment, or otherwise, without investigation as to the

validity thereof or as to any counterclaims, offsets or defenses thereto. Grantee shall indemnify and hold Grantor harmless against any and all claims, costs, damages, liabilities and expenses (including reasonable attorneys' fees) which may be brought or imposed against or incurred by Grantor by reason of such lien, claim or encumbrance or the discharge thereof. Grantee shall perform no act nor make any representation to any person or entity that Grantee, its agents, its representatives or entities under Grantee's direction or in privity of contract with Grantee are the principal or agent of Grantor in any particular instance.

Section 11. Mechanics' and Materialmen's Liens.

Before commencement of any work on the Project or the Grantee's execution of any contract for work on the Project to be performed, in, on or about the Easement Area, the Grantee shall file or cause to be filed in the Office of the Prothonotary of the Court of Common Pleas of Philadelphia County effective waivers of mechanics' and materialmen's liens, between itself and any and all contractors and subcontractors, in form satisfactory to Grantor and approved in writing by Grantor, and shall in addition include effective waivers of mechanics' and materialmen's liens in all contracts with its contractors, and their subcontractors, and require in all such contracts the execution by each contractor, subcontractor and materialmen of a release of mechanics' and materialmen's liens in recordable form upon expiration or early termination of this Agreement.

Section 12. No Consent.

Nothing contained in this Agreement shall be construed in any way as constituting the consent or request of Grantor, express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials on, in and/or about the Easement Area, nor as giving the Grantee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Easement Area.

Section 13. Insurance.

(a) For Grantee to occupy and work upon the Easement Area, Grantee must possess the insurance set forth below. Grantee, as a qualified self-insurer and instrumentality of the Commonwealth of Pennsylvania, may self-insure the insurance required by this Agreement

(1) Workers' Compensation and Employers' Liability.

(i) Workers' Compensation: Statutory Limits.

(ii) Employers' Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.

(iii) Other states' insurance including Pennsylvania.

(2) General Liability Insurance

(i) Limit of Liability: \$1,000,000 per occurrence combined single limit or bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$1,000,000 aggregate for products and completed operations.

(ii) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors and employees as additional insureds; cross liability; broad form property damage (including completed operations).

(3) Automobile Liability Insurance

(i) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(ii) Coverage: Owned, non-owned, and hired vehicles.

(4) Builders Risk Insurance

Maintained throughout the life of the Project, covering the interests of the City, contractors and subcontractors, as their interest may appear, which shall insure against physical loss or damage to all property kept in the Easement Area and shall cover reasonable compensation for contractors' or subcontractors' services or expenses required as a result of such insured loss. Such insurance shall be equal to the value of the Project on a replacement cost basis. Such insurance should also cover property to be incorporated into the Project stored off-site and in transit for any renovation or construction project.

(b) Prior to commencement of this Agreement, Grantee shall provide the Grantor evidence of self-insurance. During the Term of this Agreement, Grantee shall provide a demonstration of self-insurance meeting the foregoing requirements to the Grantor as reasonably required by the Grantor.

Section 14. Indemnification.

Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from all claims, demands, suits, actions, expenses, or liability of any kind or nature whatsoever, brought for or on account of injury to persons (including death) and damage to and loss of property which are caused by Grantee's use and occupancy of the Easement Area, and to the extent which are due to any act, omission, neglect or misconduct of Grantee's officers, agents, employees, invitees, or patrons. It is specifically not intended, however, that Grantee either releases, indemnifies or holds Grantor harmless for damages or injuries to persons (including death) caused by or due to Grantor's own negligence or intentional conduct or otherwise caused by Grantor. Grantee shall also not be liable for indemnifying Grantor against claims by an employee, agent, worker or

servant of Grantor, including claims for compensation or benefits payable to any extent by or for Grantor under any worker's or similar compensation acts or other employee acts, or that of its agents, employees, contractors, successors or assigns.

Nothing contained in this Agreement shall be or be deemed to be a waiver of Grantee's immunities, limitations on damages, and defenses under 42 Pa.C.S. §§ 8501 - 8564, and/or any other law.

Section 15. Release.

Grantee does hereby remise, quitclaim, release and forever discharge, and by these presents does for Grantee's agents, contractors, representatives and invitees (collectively the "Releasors") hereby remise, quitclaim, release and forever discharge Grantor, and its employees, agents, officers, representatives, boards and commissions (acting officially or otherwise) (collectively the "Releasees") from any and all, and all manner of, actions and causes of action, suits, claims and demands whatsoever at law or in equity which Grantee and/or Releasors may have against any Releasees relating in any way whatsoever (i) to the condition on or within the Easement Area and the real estate upon which the Easement Area is located, (ii) to the entry onto or by, or the presence of, Grantee or Releasors on the Easement Area, or (iii) relating in any way, to the exercise of any rights or performance of any obligations under this Agreement.

Section 16. Default and Termination.

(a) If Grantee shall default in the performance or observance of any of the conditions and covenants herein contained to be performed or observed by Grantee, and such default shall continue for fifteen (15) days after written notice thereof from the City to Grantee (or if such default cannot be cured with due diligence within said fifteen (15) day period, then within a reasonable period of time agreed to by the City and Grantee in writing, but in no event longer than thirty (30) days), then the City may:

(1) terminate this Agreement upon written notice to Grantee and all of the right, title and interest of Grantee under this Agreement shall cease and expire and Grantee shall quit and surrender the Easement Area to the City and the City may, in any manner permitted by law, re-enter the Easement Area and take possession and use thereof;

(2) to exercise any and all other rights or remedies available in this Agreement, at law or in equity.

(b) The rights and remedies of the City, whether provided at law or in equity, or by this Agreement, shall be cumulative, and the exercise by the City of any one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other right or remedy for any default or breach by Grantee unless otherwise expressly provided herein.

Section 17. Compliance with Applicable Laws.

(a) Grantee, at its sole cost and expense, shall comply with all Applicable Laws, as

defined herein, in connection with this Agreement. "**Applicable Laws**" shall mean all applicable present and future federal, state, and municipal laws, ordinances, codes, rules, regulations, statutes, orders and requirements, and the requirements of all insurance underwriters and of any board of fire underwriters having jurisdiction, including without limitation, the City of Philadelphia Home Rule Charter and The Philadelphia Code.

(b) Prior to exercising any rights granted to the Grantee under this Agreement, the Grantee shall secure, at its sole cost and expense, any and all permits, licenses, and other legal authorizations required in connection with this Agreement.

(c) This Agreement shall not be construed to constitute an approval, permit or license required to be given by any City department or agency under any Applicable Laws.

Section 18. Survival.

Any and all agreements set forth in this Agreement which, by its or their nature, would reasonably be expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, which shall have arisen during the Term of this Agreement, shall survive any termination of this Agreement.

Section 19. Headings.

The headings in this Agreement are for convenience only and are not a part of this Agreement. The headings do not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.

Section 20. Non-Waiver.

Nothing contained herein relating to the rights and obligations between the parties hereto shall be deemed to be a waiver of the rights, immunities, and limitations that the Grantee enjoys under the provisions of 42 Pa.C.S. § 8501 et seq., and other laws.

Section 21. No Construction Against Drafting Party.

No provision of this Agreement shall be construed against or interpreted to the disadvantage of either Grantor or Grantee by any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, structured or dictated such provision.

Section 22. Relationship.

Nothing in this Agreement shall be construed to render or constitute Grantor or Grantee in any way or for any purpose to be a partner, joint venturer or associate in any relationship with the other party nor shall this Agreement be construed to authorize either Grantor or Grantee to act as agent for the other party except as expressly provided in this Agreement.

Section 23. Notices.

Any notice, consent, approval, statement, demand or other communication which is provided for or required by this Agreement must be in writing and may be, at the option of the party giving notice, delivered in person (including delivery by national overnight couriers such as Federal Express) to any party or may be sent by United States Postal Service registered or certified mail, with postage prepaid, return receipt requested. Any such notice or other written communications shall be deemed to have been given (i) in the case of personal delivery, on the date of delivery to the person to whom such notice is addressed as evidenced by a written receipt signed by such person, (ii) in the case of overnight delivery, on the next business day following the day it shall have been deposited with a national overnight courier, and (iii) in the case of registered or certified mail, three (3) business days following the day it shall have been posted. For purposes of notice or other written communications, the addresses may be changed at any time by written notice given in accordance with this provision:

If to Grantor:

Executive Director
Fairmount Park Commission for Planning
One Parkway, 10th floor
1515 Arch Street
Philadelphia, PA 19102

and

Commissioner of Public Property
Department of Public Property
City Hall, Room 790
Broad and Market Street
Philadelphia, PA 19107

with a copy to:

Divisional Deputy City Solicitor
Real Estate and Economic Development Division
City of Philadelphia Law Department
One Parkway Building
1515 Arch Street, 17th Floor
Philadelphia, PA 19102

If to Grantee:

General Counsel
Southeastern Pennsylvania Transportation Authority
1234 Market Street, 5th Floor
Philadelphia, PA 19107-3780

Grantor and Grantee each agree that upon giving of any notice, it shall use its reasonable efforts to advise the other by telephone or facsimile machine that a notice has been sent hereunder. Such telephonic or facsimile machine advice shall not, however, be a condition to the effectiveness of notice hereunder.

Section 24. Waiver.

The failure of either party to insist upon strict performance of any of the terms or provisions of this Agreement shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by either party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such party.

Section 25. Binding Effect.

This Agreement shall inure to the benefit of and be binding on the parties and their respective legal representatives, successors, successors-in-title and assigns.

Section 26. Amendments.

This Agreement and its provisions may be changed, waived, discharged or terminated only by an instrument in writing executed by both parties.

Section 27. Severability.

If any provision of this Agreement or the application of any provision to any person or circumstance is or becomes invalid or unenforceable to any extent, then the remainder of this Agreement and the application of such provisions to any other person or circumstances shall not be affected by such invalidity or unenforceability and shall be enforced to the greatest extent permitted by law.

Section 28. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single document.

Section 29. Entire and Final Agreement.

This Agreement represents the entire agreement between Grantor and the Grantee as to the subject matter of this Agreement and there are no collateral or oral agreements or understandings. This Agreement shall not be modified in any manner except by an instrument in writing executed by Grantor and the Grantee. No oral representations, whenever made, by any City official or employee, shall be effective to modify the provisions of this Agreement.

Section 30. Limitation of Rights.

Nothing contained in this Agreement is intended, nor shall be construed, to create any rights in the general public or in any parties other than those parties specifically designated in this Agreement.

Section 31. Governing Law.

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, and enforced only in state or federal courts located in Philadelphia.

{The remainder of this page is left blank intentionally; signature page attached.}

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement on the date first written above.

Grantor:

Approved as to form:
Shelly R. Smith, City Solicitor

CITY OF PHILADELPHIA through its
FAIRMOUNT PARK COMMISSION,

Per: _____
Senior Attorney

By: _____
Mark A. Focht, ALSA
Executive Director

CITY OF PHILADELPHIA DEPARTMENT
OF PUBLIC PROPERTY

By: _____
Joan Schlotterbeck
Commissioner

Grantee:

SOUTHEASTERN PENNSYLVANIA
TRANSPORTATION AUTHORITY,

By: _____
Joseph M. Casey
General Manager

EXHIBIT "A"

DESCRIPTION OF EASEMENT AREA



12,567 sq ft

BURR

CRESHEIM

ALLENS



Legend
Limits of Disturbance

1 inch equals 54 feet

EXHIBIT “B”

SPECIFICATIONS FOR RESTORATION OF EASEMENT AREA

1. DESCRIPTION

Pursuant to Section 2(b) of the Temporary Staging Easement Agreement, Grantee shall restore the Easement Area upon the termination of the Temporary Staging Easement by planting Philadelphia-native trees and bushes, and seeding with native grasses in accordance with the specifications set forth below. Prior to the start of restoration, SEPTA shall submit a proposed planting schedule, including source of plant material, to the Fairmount Park Commission (FPC) for review. No work restoration work shall be performed until this schedule is approved by the FPC.

2. TREES and SHRUBS

A. Amount and Type: A total of 12 trees and 12 shrubs for the Easement Area using the following species:

TREES

<i>Betula lenta</i>	Sweet birch
<i>Carya glabra</i>	Pignut hickory
<i>Carya ovata</i>	Shagbark hickory
<i>Cornus florida</i>	Flowering dogwood
<i>Fagus grandifolia</i>	American beech
<i>Nyssa sylvatica</i>	Black gum
<i>Ostrya virginiana</i>	Hop-hornbeam
<i>Quercus alba</i>	White oak
<i>Quercus rubra</i>	Red oak
<i>Quercus montana</i>	Chestnut oak
<i>Tilia americana</i>	Basswood

SHRUBS

<i>Amelanchier canadensis</i>	Serviceberry
<i>Cornus racemosa</i>	Gray dogwood
<i>Corylus americana</i>	Hazelnut
<i>Hamamelis virginiana</i>	Witch-hazel
<i>Kalmia latifolia</i>	Mountain laurel
<i>Prunus americana</i>	American plum
<i>Rhododendron maximum</i>	Rosebay
<i>Vaccinium angustifolium</i>	Low-bush blueberry
<i>Vaccinium corymbosum</i>	High-bush blueberry
<i>Viburnum acerifolium</i>	Maple-leaved viburnum
<i>Viburnum dentatum</i>	Arrow-wood
<i>Viburnum prunifolium</i>	Blackhaw

B. Planting Specifications:

- a. Grantee shall purchase only balled and burlapped trees and container shrubs in compliance with all applicable specifications.
- b. All trees must have a single stem with a straight trunk, well-balanced crown, and intact leader, shrubs must be multi-stemmed with a well-balanced crown.
- c. All trees are to be a minimum of 1.0-1.25” caliper (measured 6” above ground level) and balled and burlapped. Shrubs must be in a 2 gallon container minimum and at least 4 feet tall.
- d. Branching height must be one-third to one-half of tree height.
- e. Grantee shall provide Grantor each of their plant supplier’s shipping lists for review and approval after ordering, PRIOR to supplier’s shipping any plant material. Only specified plant species will be accepted. No cultivated varieties (cultivars) are acceptable.
- f. Grantee will not accept trees or shrubs with girdling root systems.
- g. All stock must be healthy and vigorous and be free of damage from disease, mishandling or poor pruning. Plants that have evidence of stress, disease, dieback or mishandling will be rejected.
- h. Plant materials must be selected from certified nurseries that have been inspected by state and/or federal agencies. Nursery inspection certificates shall be furnished to the FPC upon request.
- i. The nursery supply source shall certify that the origin of the seeds from which the trees and shrubs were produced is from Hardiness Zone 6, east of the Mississippi River.

- j. Plant material collected from the "wild" is prohibited.
- k. Trees and shrubs damaged in handling or transportation may be rejected by Grantor.

3. SEED

A. Seed shall consist of the amounts and species specified below:

SEED MIX

COVER CROP: ½ pound per 1000 square feet

Avena sativa Annual oats

GRASSES, SEDGES, RUSHES AND FORBS: ½ pound per 1000 square feet

<i>Carex flaccosperma</i>	Blue wood sedge	12%
<i>Carex pensylvanica</i>	Pennsylvania sedge	12%
<i>Elymus canadensis</i>	Canada rye	25%
<i>Juncus tenuis</i>	Path rush	15%
<i>Aster cordifolius</i>	Blue wood aster	6%
<i>Aster divaricatus</i>	White wood aster	6%
<i>Eupatorium rugosum</i>	White snakeroot	5%
<i>Polygonatum biflorum</i>	Solomon's seal	5%
<i>Smilacina racemosa</i>	False-Solomon's seal	8%
<i>Solidago ceasia</i>	Blue-stem goldenrod	6%

B. Seed weights designated are for Pure Live Seed (PLS). Herbaceous seed shall be installed at a rate of ½ lb per 1000 square feet and a cover crop of annual oats (*Avena sativa*) at a rate of ½ lb per 1000 square feet. Seed can be obtained from Ernst Conservation Seed in Meadville, PA (1.800.873.3321) and/or from the Brandywine Conservancy in Chadds Ford, PA (610.388.8327). Please see the lists at the end of this document for site specific mixes.

C. Substitutions

- a. All tree and seed substitutions must be approved by the FPC prior to purchase and planting.
- b. If a substitute is selected, it must be native to Philadelphia County, Pennsylvania and of the same size, value, and quality as the original plant.

4. PLANTING AND SEEDING SPECIFICATIONS

A. **Mulch.** Grantee shall use only organic mulch: Ground or shredded hardwood, free from deleterious materials, including seed of invasive species and wood from allelopathic species such as *Acer platanoides* and *Juglans nigra*.

B. **Weed-free Straw and Salt Hay.** Grantee shall use only Salt hay or straw is to be free of weed seeds.

C. **Tree and Shrub Installation**

- a. All woody material must be planted in the spring (March 15 - June 15) or fall (Sept. 15 – Dec.15). If Grantee chooses to plant **Red maple, American hornbeam, Tulip poplar, hickories, Beech, Sassafras** or **Black gum** they must be planted in early spring.

- b. Trees and shrubs are to be planted in a random pattern to mimic their natural setting. They are not to be planted in rows, or with equal distance between each. The Grantee shall field locate all tree locations. The FPC or its designated representative must inspect and approve tree/shrub location, spacing and planting techniques prior to proceeding.
- c. All planting pits shall be dug so the walls of pits are vertical or sloping outward in heavy soils. Scarify the walls of the pit after digging.
- d. Excavate the planting pit to at least 1-½ times the width of the root mass of the plant to be installed.
- e. The planting pit shall be deep enough to allow the top of the soil surface of the plant to be flush with the existing grade after soil in the bottom of the hole is tamped.
- f. Remove all debris from the pit and tamp loose soil in the bottom of the pit by hand.
- g. Do not handle the plant by the branches, leaves or stem.
- h. Place the plant straight in the center of the planting pit, carrying the plant by the root mass. Never lift or carry a plant by the trunk or branches.
- i. Carefully cut and remove all wire baskets that are packaging the root system using the least amount of disturbance as possible.
- j. Cut and remove all ropes around the burlapped ball. Remove all nails. Drop the burlap down to the bottom of the hole.
- k. Backfill planting pit with existing soil and tamp firmly to fill all voids and air pockets. Do not over compact soil. Make sure plant remains straight during backfilling/tamping procedure.
- l. The top of the root mass of the trees/shrubs should be flush with, or slightly elevated (no more than 1/8 its height) above the final grade. Do not cover stem with soil.
- m. Water plants thoroughly immediately after planting to saturate backfill. Watering shall occur of a sufficient quantity to saturate the backfill and shall be applied slowly enough to sink into the soil avoiding runoff.
- n. A layer of mulch should be placed around each tree and shrub installed. Mulch should be applied to a depth between 3 to 4 inches with a radius of approximately 24 inches from tree stem(s). No mulch is to rest directly against any tree stem.
- o. The Grantee shall leave no open planting pits at the close of each day.

- p.** A plastic deer wrap shall be used to protect trees from deer damage. Tree wrap shall be installed on each tree immediately after planting.
- q.** Maintain protection of trees during installation and maintenance periods. Treat, repair or replace any damaged planting.
- r.** During planting, all areas shall be kept neat, clean and free of all trash and debris, and all reasonable precautions shall be taken to avoid damage to existing plants, turf, structures, and private property.
- s.** Remove all tags, labels, strings and wire from the plant materials, unless otherwise directed by the FPC.
- t.** Final cleanup shall be the responsibility of the Grantee and consist of removing all trash and materials incidental to the project and disposing of them off-site.

C. Seeding

- a.** Hydro-seed or hand broadcast only after all work in area is complete. Seed is to be uniformly distributed throughout the entire Easement Area.
- b.** Spread a thin layer of salt hay or weed-free straw over the entire disturbed area within 24 hours of seeding. Hay or straw shall be applied at the rate of 2 tons per acre.
- c.** Seeding shall be performed between March 1 and May 15 or August 15 and October 15. No seeding shall be performed on frozen ground or when the temperature is 32°F/0°C or below.