

Prepared by SZ Rosenthal, Atty. Return after recording to City of Durham, David Fleischer, Gen. Svcs, Real Estate Div., 101 City Hall Plaza, Durham, NC 27701.

**STATE OF NORTH CAROLINA
COUNTY OF DURHAM**

EASEMENTS DEED AND AGREEMENT

THIS EASEMENTS DEED AND AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2012 by and between the CITY OF DURHAM, a North Carolina municipal corporation (the "City") and DIAMOND VIEW III, LLC, a North Carolina limited liability company ("DV III").

RECITALS:

A. The City is the owner of fee simple title to that certain parcel of land located in Durham, North Carolina and described on Exhibit A attached hereto and made a part hereof (the "City Property"). The Durham Bulls Athletic Park (the "DBAP"), home of the Durham Bulls minor league baseball team, is located on the City Property.

B. DV III is the owner of fee simple title to that certain parcel of land located in Durham, North Carolina and described on Exhibit B attached hereto and made a part hereof (the "DV III Property"). The DV III Property is adjacent to the City Property.

C. By Deed of even date herewith, the City transferred to DV III a portion of the City Property, which portion is more particularly described on Exhibit C attached hereto and made a part hereof (the "Transferred Property"). A portion of this Transferred Property shall remain functionally a part of the DBAP.

D. In connection with the transfer of the Transferred Property to DV III, the City shall provide DV III with temporary easements and rights necessary to construct perimeter fencing and gates to replace the perimeter fencing and gates for the DBAP that DV III desires to move and re-design. In addition, the City shall provide a temporary construction easement to DV III to construct a pathway, including ramps,

from the City Property to Blackwell Street, which pathway shall be designed and constructed in accordance with the specifications contained herein to bear repair and maintenance equipment and supplies for City Property, as well as provide needed access for solid waste removal (the "Hardened Pathway"). In connection with its redevelopment of the DV III Property and the construction of a multi-story office building thereon, and in consideration for the grant of the Transferred Property by the City, DV III provides the City with the easements and rights and takes on the obligations described herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DV III and City do hereby agree as follows:

Section 1. Easements benefiting City Property; DV III Construction Obligations. (a) Subject to all matters of record that affect the DV III Property, DV III does hereby grant, bargain, sell and convey to City and its successors and assigns: (i) a permanent, nonexclusive easement, from, under, across, upon and through that portion of the DV III Property labeled "Access Easement" on Exhibit D attached hereto, as is reasonably necessary to provide pedestrian ingress, egress and regress to and from the DBAP as necessary to attend events at DBAP, it being acknowledged and agreed that such ingress, egress and regress rights are only granted to the City during (and a reasonable period of time before and after) the occurrence of events at the DBAP; and (ii) a permanent, nonexclusive easement, from, under, across, upon and through the portion of the DV III Property labeled "General Easement Area" on Exhibit D attached hereto, which General Easement Area the City and its tenants, agents and assigns shall have the right to use for any purpose allowed by law; TO HAVE AND TO HOLD, the aforesaid easements, and all rights and privileges thereto appertaining, unto City, and its successors and assigns, forever. The fence which DV III shall construct along the southwestern property line of the DV III Property (the "Decorative Fence") is labeled "New Decorative Fence (To Match Existing)" on Exhibit E attached hereto. Following construction of the DV III Office Building (defined below), the City shall be solely responsible for maintaining, repairing and replacing all improvements located within the General Easement Area except for the Decorative Fence. The City shall not construct, place or otherwise allow any improvements to be erected on the General Easement Area that have a height greater than twelve (12) feet above the finished elevations of the General Easement Area, and as the finished elevations vary, so shall such twelve (12) foot limitation. The General Easement Area is located on the grade of the southern exterior elevation of the DV III Property, and shall not include any air rights on the DV III Property.

(b) DV III shall construct an office building on the DV III Property (the "DV III Office Building") and in connection with such construction, DV III shall construct a Hardened Pathway, replace existing fence and gate sections and construct the Decorative Fence, extend a retaining wall, install various swing gates, and construct and install related equipment and facilities near the northern boundary of the City Property, as shown on Exhibit F attached hereto and made a part hereof (collectively, the "Replacement

Improvements"). With regard to the Replacement Improvements, DV III covenants that it shall: (i) perform all such work at its sole cost and expense, in accordance with all applicable laws, in a good and workmanlike manner and in a manner that is reasonably acceptable to the City, including that the Hardened Pathway shall be designed to bear without damage equipment, vehicles and supplies designated by the City for operation, maintenance and repair of the DBAP or any other uses on the City Property; (ii) perform and complete all such work free of all mechanics' and materialmen's liens; and (iii) subject to delays caused by acts of god or other delays outside the reasonable control of DV III, complete all such work within twenty-four (24) months of execution of this Agreement. DV III shall be considered to have fulfilled its obligations under this Agreement with regard to the construction of the Hardened Pathway by constructing (or causing to be constructed) the Hardened Pathway in substantial compliance with the specifications set out in Exhibit G, entitled, "Section 32 13 13, Concrete Paving," including the following: six (6.0) inches of reinforced concrete over six (6.0) inches of compacted ABC stone over a well prepared and compacted subgrade; any plastic clay soil or existing fill soil encountered in the subgrade should be undercut and replaced with suitable soil compacted to ninety-eight per cent (98%) of the standard proctor density; and expansion joints should be provided to minimize uncontrolled shrinkage cracks. The Hardened Pathway and access gates and ramps associated with it shall all have a minimum width of ten (10) feet, without hinges or other impediments narrowing that clear width.

Section 2. Costs borne by DV III; Standard of Design and Construction; Maintenance of Fence and Gates. (a) DV III shall repair, and be solely responsible for the cost of any such repairs, any damage to any improvements that are a part of the City Property arising from or caused by DV III or its contractors and agents in connection with the construction, use, maintenance or repair of the Replacement Improvements, DV III Office Building or related improvements.

(b) All improvements or repairs made by DV III pursuant to this Agreement shall be consistent with the design and standards of construction of the City Property and the DV III Office Building, as existing at the time such improvements or repairs are made.

(c) Following completion of the Replacement Improvements, the City shall be solely responsible, at its sole cost and expense, for maintaining, repairing and replacing those improvements located on City Property and within the General Easement Area, except for the Decorative Fence. DV III shall be solely responsible for maintaining, repairing and replacing the Decorative Fence and the DV III Office Building.

Section 3. Temporary Easement benefiting DV III Property. Subject to all matters of record that are validly existing and that affect the City Property, the City does hereby grant, bargain, sell and convey to DV III and its successors and assigns a temporary construction easement from, under, across and through the City Property as is reasonably necessary for the construction of the DV III Office Building and related improvements, including the plaza, fence, footings and the Replacement Improvements, such temporary easement area being labeled "Temporary Construction Work Zone Area" on Exhibit F. DV III its contractors and agents shall use all reasonable efforts when entering the City Property to minimize any interference with the use of the City Property by the City, its tenants or assigns. DV III shall be responsible to repair or

replace, at its cost and expense, any damage to any of the improvements located on the City Property resulting from the entry by DV III or its contractors on the City Property or as a result of the exercise by DV III of its rights pursuant to this Agreement. This temporary easement shall be for a term of 24 months from the date of this Agreement, and at the end of that time shall automatically extinguish unless extended by the City.

Section 4. Binding Effect. The easements granted herein shall be appurtenant to, binding upon and shall run with, the DV III Property and the City Property and shall be binding upon the City and DV III and their respective successors and assigns. The owner of the DV III Property shall have no liability under this Agreement except with respect to matters occurring during the period of its ownership or lease of the DV III Property; the owner of the City Property shall have no liability under this Agreement except with respect to matters occurring during the period of its ownership or lease of the City Property.

Section 5. Indemnification. (a) To the maximum extent allowed by law, DV III shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of acts or omissions of DV III, subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the DV III shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding DV III. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement. (d) Survival. This section shall remain in force despite termination of this Agreement. (e) Limitations of DV III's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require DV III to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Section 6. Performance of Work by City. If DV III fails to perform its obligations in accordance with this Agreement and applicable laws after 30 days' written notice from City, the City may, in its discretion, perform or cause to be performed some or all of the work needed to fulfill those obligations, and doing so shall not waive any of the City's rights and remedies. DV III shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the work pursuant to this section. Notwithstanding the foregoing, the City shall have no right to construct or do work on the DV III Office Building, except the columns which are incorporated into the fence line.

Section 7. Reservation of Governmental Powers; Exclusive forum; Minimum Interference; Miscellaneous. (a) Nothing contained in this instrument shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions. This instrument shall not be grounds for any claim that the City has issued or will issue any permits or approvals of any kind, including with respect to development regulations and site plans. This instrument shall not be grounds for any claim against the City by any persons, firm, or corporation arising out of any act by the City done in the exercise or performance of any such powers or functions.

(b) The exclusive forum and venue for all actions arising out of this instrument shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. The preceding two sentences shall not apply to subsequent actions to enforce a judgment entered in the North Carolina General Court of Justice for Durham County.

(c) Except to the extent this instrument imposes a greater duty, it is agreed that, in fulfilling obligations and exercising rights under this instrument, each party shall use all reasonable efforts in good faith to keep interference with the property and operations of the other party to a minimum. To that end, except to the extent this instrument imposes a greater duty, it is agreed that each party will give to the other reasonable advance notice of any work which may interfere with the property or operations of the other, and will make reasonable attempts to arrange with the other for reasonable and definite times and conditions at and under which such work shall be performed.

(d) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement to any person, entity or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision that can be given without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal, by authority duly given, as of the date first written above.

DIAMOND VIEW III, LLC,
a North Carolina limited liability company

By: Capitol Broadcasting Company, Incorporated
a North Carolina corporation,
its Manager

By: _____
Michael J. Goodman, Sr., Vice President

ATTEST:

CITY OF DURHAM,
a North Carolina municipal corporation

City Clerk

By: _____
Thomas J. Bonfield, City Manager

[Remainder of page intentionally left blank.]

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of _____ County and State of North Carolina, do hereby certify that Michael J. Goodmon, Sr. ("Signatory"), Vice President of Capitol Broadcasting Company, Incorporated, a North Carolina corporation, Manager of **Diamond View III, LLC**, a North Carolina limited liability company (the "Company"), personally appeared before me this day and by authority duly given, acknowledged the due execution of the foregoing instrument on behalf of the Company.

I certify that the Signatory personally appeared before me this day, and
(check one of the following)

(I have personal knowledge of the identity of the Signatory); or

(I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

a driver's license or

in the form of _____); or

a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this _____ day of _____, 2012.

Notary Public

Print Name: _____

(Note: Notary Public must sign exactly as on notary seal)

My Commission Expires: _____

[NOTARY SEAL]

Easements Deed and Agreement between the City of Durham and DV III, LLC

I, _____, a notary public, certify:

(1) _____, the City Clerk or a Deputy City Clerk, personally appeared before me in Durham County, N. C. on this day; (2) I have personal knowledge of her identity; and (3) she acknowledged that by authority duly given and as the act of the City of Durham, the foregoing document was signed in its corporate name by its _____ City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk.

This the _____ day of _____, 20_____.

My commission expires: _____

Notary Public

Attachments:

Each of the following shall be incorporated as if fully set forth in the body of this Easements Deed and Agreement:

- Exhibit A - Description of City Property
- Exhibit B - Description of DV III Property
- Exhibit C - Description of Transferred Property
- Exhibit D - Access Easement and DV III Easement Area
- Exhibit E - Decorative Fence
- Exhibit F - City Property Improvements
- Exhibit G - Section 32 13 13, Concrete Paving

EXHIBIT A

City Property – Legal Description

Lying and being located in the City of Durham, Durham County, North Carolina and more particularly described as follows:

BEING all of Lot 1, as shown on survey made by Jeffrey P. Williams, NCPLS L-4204, entitled "Final Plat – Property of City of Durham, Subdivision, Recombination and Blackwell St. and Vivian St. Right of Way Dedication of American Tobacco Campus Phase III", dated September 27, 2006, last revised January 22, 2007, and recorded in Plat Book 176, Pages 73, 76 and 79, of the Durham County Public Registry.

EXHIBIT B

DV III Property – Legal Description

Lying and being located in the City of Durham, Durham County, North Carolina and more particularly described as follows:

BEING all of Lot 2, as shown on survey made by Jeffrey P. Williams, NCPLS L-4204, entitled "Final Plat – Property of City of Durham, Subdivision, Recombination and Blackwell St. and Vivian St. Right of Way Dedication of American Tobacco Campus Phase III", dated September 27, 2006, last revised January 22, 2007, and recorded in Plat Book 176, Pages 73, 76 and 79, of the Durham County Public Registry.

EXHIBIT C

Transferred Property – Legal Description

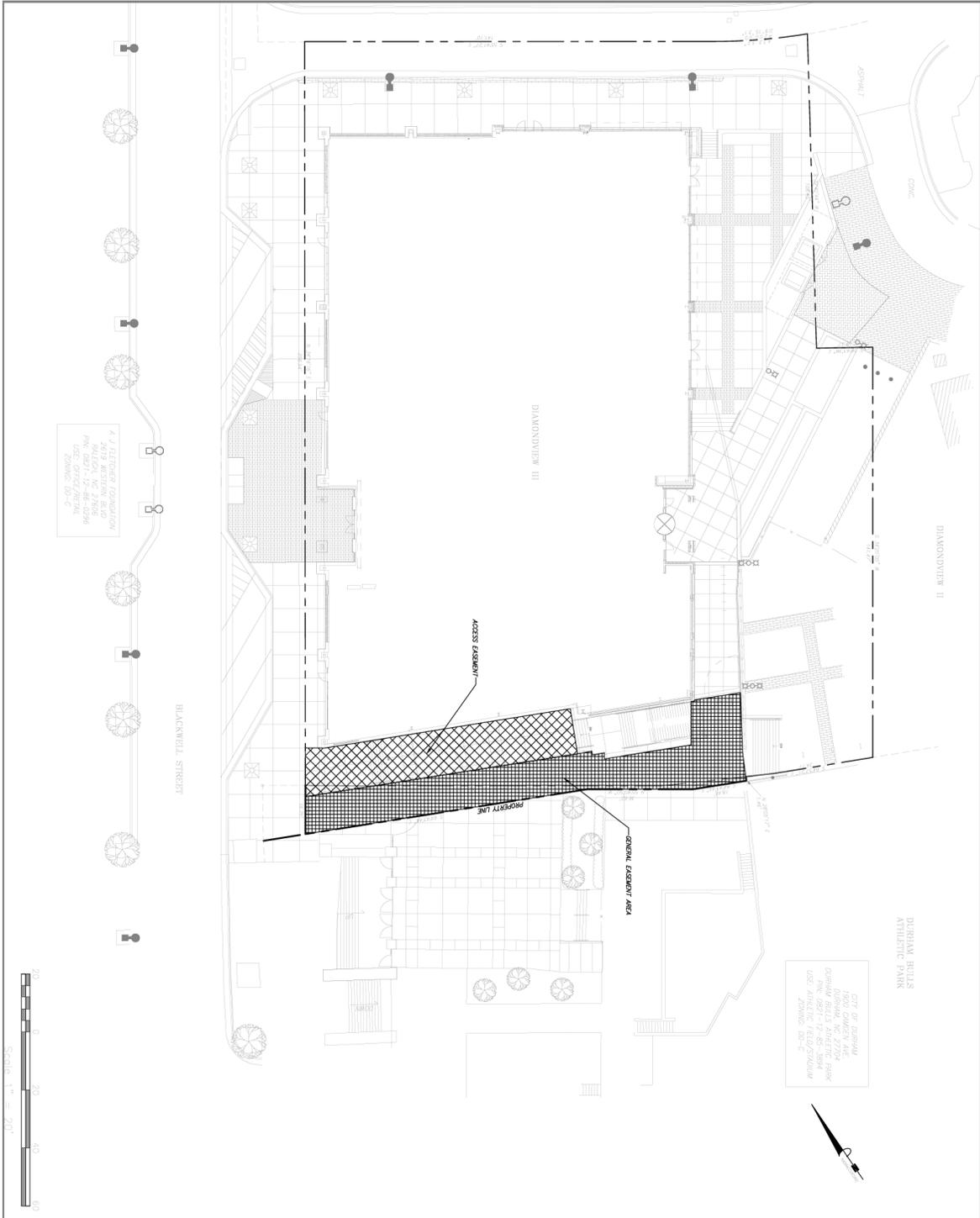
Lying and being located in the City of Durham, Durham County, North Carolina and more particularly described as follows:

Commencing at a nail at the centerline intersection of Blackwell St. and Vivian St., thence running S 31°43'49" W a distance of 713.12' to an existing PK Nail on the eastern right of way of Blackwell Street; thence S 55°34'06" E a distance of 14.82' to an existing PK Nail, said PK Nail being the Point and Place of beginning; thence leaving the Blackwell Street Right of Way S 55°22'16" E a distance of 16.70' to a point; thence S 55°40'50" E a distance of 106.20' to a point; thence S 61°54'43" E a distance of 29.05' to a point; thence S 28°05'17" W a distance of 1.46' to a point; thence N 64°43'44" W a distance of 18.46' to a point; thence N 55°40'50" W a distance of 36.62' to a point; thence N 64°43'44" W a distance of 98.29' to a PK Nail Set; thence N 34°16'16" E a distance of 16.75' to a point, said point being the Point and Place of beginning, having an area of 952.73 square feet or 0.022 acres as shown on "Exempt Final Recombination Plat property of Diamondview III/DBAP" dated February 22, 2012, by Coulter Jewell Thames PA and recorded in Plat Book ____, Page ____, to which reference is hereby made for a more particular description of the same.

EXHIBIT D

Access Easement and General Easement Area

[Exhibit D is on the following page and is labeled “Property of Diamondview III/DBAP Easement Exhibit – D”, dated January 17, 2012 and prepared by Coulter Jewell Thames PA – such Exhibit D has been downsized from its original format to fit into the following 8.5 inch by 11 inch page. DV III and the City each have a full size copy of the Exhibit D in their possession]



A. J. VETTER REGISTRATION
 WILSON, NC 27158
 P.M. 0871-12-88-0296
 DURHAM, NC 27601
 DURHAM, NC 27601

CITY OF DURHAM
 1500 CHASEY AVE
 DURHAM, NC 27704
 P.M. 0871-17-85-3844
 USE: ATHLETIC FIELD/STADIUM
 DURHAM, NC 27601



Coulter | Jewell | Thames, P.A.
 ENGINEERING-LAND SURVEYING-LANDSCAPE ARCHITECTURE
 111 West Main Street Durham, North Carolina 27701 p919.682.0368
 919.688.5646
 LIC. #1209



PROPERTY OF
DIAMONDVIEW III/DBAP
EASEMENT EXHIBIT - D

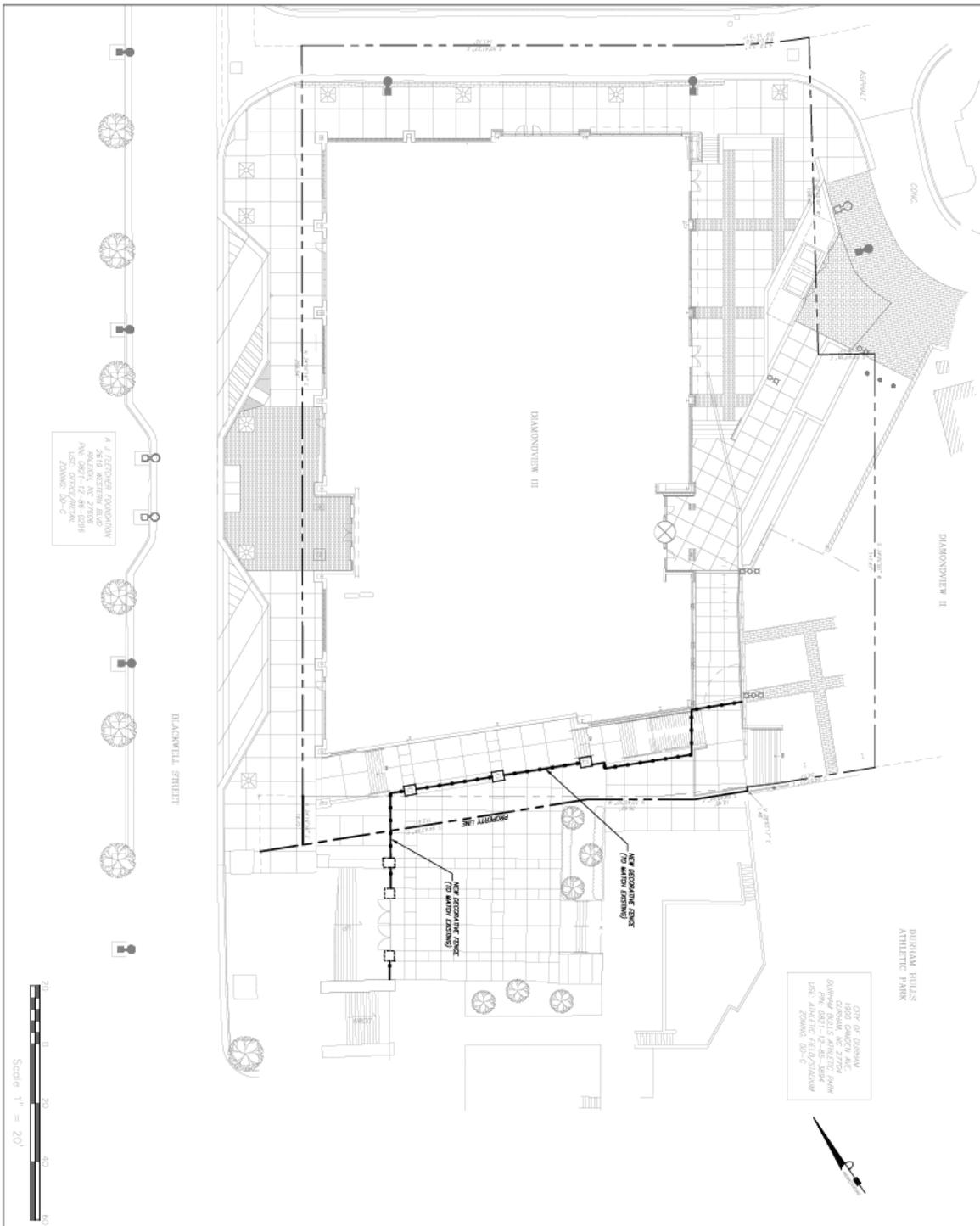
Other References:

Drawn By	JSA
Checked By	JSA
Scale	1"=20'
Project No.	1007
Date:	Jan. 17, 2012
Sheet No.	1 of 1

EXHIBIT E

Decorative Fence

[Exhibit E is on the following page and is labeled “Property of Diamondview III/DBAP Easement Exhibit – E”, dated January 17, 2012 and prepared by Coulter Jewell Thames PA – such Exhibit E has been downsized from its original format to fit into the following 8.5 inch by 11 inch page. DV III and the City each have a full size copy of the Exhibit E in their possession]



Coulter Jewell Thames ENGINEERING-LAND SURVEYING-LANDSCAPE ARCHITECTURE 111 West Main Street Durham, North Carolina 27701 919.988.5646 LIC. #309		PROPERTY OF DIAMONDVIEW III/DBAP		Other References:	Drawn By: JSA Checked By: JSA Scale: 1"=20' Project No.: 1007 Date: Jan. 17, 2012
		EASEMENT EXHIBIT - E			Sheet No. 1 of 1

EXHIBIT F

City Property Improvements

[Exhibit F is on the following page and is labeled “Property of Diamondview III/DBAP Easement Exhibit – F”, dated January 17, 2012 and prepared by Coulter Jewell Thames PA – such Exhibit F has been downsized from its original format to fit into the following 8.5 inch by 11 inch page. DV III and the City each have a full size copy of the Exhibit F in their possession]

EXHIBIT G
SECTION 32 13 13
CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
 - 1. Driveways and roadways.
 - 2. Parking lots.
 - 3. Curbs and gutters.
 - 4. Walkways.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete pavement mixture.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
- C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- D. Plain Steel Wire: ASTM A 82, as drawn.
- E. Deformed-Steel Wire: ASTM A 496.

- F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice."

2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use one of the following cementitious materials, of the same type, brand, and source throughout the Project:
 - 1. Portland Cement: ASTM C 150, Type I or II.
 - a. Fly Ash: ASTM C 618.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33 coarse aggregate, uniformly graded. Provide aggregates from a single source.
- C. Water: ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: ASTM C 494/C 494M, of type suitable for application, certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

2.3 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.

2.4 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

- B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- C. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, with drying time of less than 3 minutes.
 - 1. Color: As indicated.

2.5 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, with the following properties:
 - 1. Compressive Strength (28 Days): 4000 psi.
 - 2. Slump Limit: 4 inches, plus or minus 1 inch.
 - 3. Air Content: 5-1/2 to 4-1/2 percent plus or minus 1.5 percent.
- B. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions.

2.6 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.4 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness. Space contraction joints at a maximum of 10' on center unless otherwise specified.
- E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.
- F. Locate expansion joints at 40' on center, unless otherwise indicated on the plans. Extend joint fillers full width and depth of joint, not less than 1/2" or more than 1" below finished surface where joint sealers are indicated. If no joint sealer is called for, place top of joint filler flush with concrete surface

3.5 CONCRETE PLACEMENT

- A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- B. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- D. Screed pavement surfaces with a straightedge and strike off.
- E. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.6 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
- C. Slip-Resistive Aggregate Finish: Before final floating, spread slip-resistive aggregate finish on pavement surface according to manufacturer's written instructions.
 - 1. Cure concrete with curing compound recommended by slip-resistive aggregate manufacturer. Apply curing compound immediately after final finishing.
 - 2. After curing, lightly work surface with a steel wire brush or abrasive stone and water to expose nonslip aggregate.

3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than 7 days with the following materials:
 - a. Water
 - b. Continuous water-fog spray
 - c. Absorptive cover, water saturated, and kept continuously wet.
 - 2. Moisture Retaining Cover Curing: Cover concrete surfaces with moisture retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's directions. Recoat areas subjected to heavy rainfall within 3

hours after initial application. Maintain continuity of coating and repair damage during curing period

3.8 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot long, unlevelled straightedge not to exceed 1/4 inch.
4. Joint Spacing: 3 inches.
5. Contraction Joint Depth: Plus 1/2 inch, no minus.
6. Joint Width: Plus 1/8 inch, no minus.

3.9 PAVEMENT MARKING

- A. Allow concrete pavement to cure for 28 days and be dry before starting pavement marking.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

3.10 WHEEL STOPS

- A. Securely attach wheel stops into pavement with not less than two galvanized steel dowels embedded in holes drilled or cast into wheel stops at one-quarter to one-third points. Firmly bond each dowel to wheel stop and to pavement. Securely install dowels into pavement and bond to wheel stop. Recess head of dowel beneath top of wheel stop.

3.11 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement.
- C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313