

REVENUE STAMPS \$0.00.

PREPARED BY: CITY OF GASTONIA LEGAL DEPARTMENT
CHARLES L. GRAHAM, JR., ASSISTANT CITY ATTORNEY
RETURN TO: ROD BOX #22

NORTH CAROLINA

**DEED FOR PERMANENT BUS
SHELTER AND GENERAL UTILITY EASEMENT**

GASTON COUNTY

KNOW ALL MEN BY THESE PRESENTS, that **GASTON COUNTY**, a political subdivision of the State of North Carolina; **GASTON MEMORIAL HOSPITAL, INCORPORATED** and **CAROMONT HEALTH, INC.**, hereinafter referred to as "Grantor", in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, in hand paid to the Grantor by **THE CITY OF GASTONIA, a North Carolina Municipal Corporation**, hereinafter referred to as "Grantee", does hereby convey and grant unto the "Grantee", its successors and assigns, perpetual rights, privileges and easements to go in, upon and through that certain tract or lot of land and premises described in that certain deed to Gaston County, dated September 27, 1968 and recorded October 17, 1968 in the Office of the Register of Deeds for Gaston County, North Carolina in Deed Book 988 at Page 697; to which reference is hereby made to construct, maintain, operate in, upon and through said premises in a proper manner a bus shelter easement and general utilities, including but not limited to water mains, storm drains, sewer mains and outfall lines, power lines, gas mains, fiber optic cables and telephone lines, together with any necessary access easements, maintenance easements, and any other required temporary and permanent supporting slope and construction easements, over, in or on that portion of the realty of the Grantor which is more particularly described as follows:

The above described easements contain both temporary and permanent rights-of-way together with slope and construction easements in the widths shown on the plat referred to below. The location of the easements acquired are shown on that certain plat or map thereof drawn by Clifford C. Johnson, Professional Land Surveyor for the City of Gastonia, dated June 7, 2023, entitled "Gastonia Sidewalk Improvement Location 3 Aberdeen Boulevard from

Cox Road to Hospital Drive" a copy of which is on file in the Office of the Register of Deeds for Gaston County in Plat Book 100 at Page 77 to which reference is hereby made for greater certainty of description.

It is agreed that the cost for the construction of Grantee's public transportation shelter easements shall be borne entirely by the Grantee, and the maintaining of said easements shall be borne by the Grantee, and that no assessment is to be levied against the remaining property of the Grantor by the Grantee by reason of such temporary slope and construction easements. The Grantee, its successors, and assigns, shall have the right and easement at all times to enter said premises for the purpose of inspecting said easements and making necessary repairs and alterations thereon and additions thereto; together with the right at all times to cut away and keep clear on said easements all trees and other obstructions that may in any way endanger, in the opinion of the Grantee, proper use, maintenance and operation of the same. The Grantor, for itself, its successors and assigns, agrees that no structures will be built, erected or maintained over said easements.

It is agreed that Grantor's property shall be left in or restored to a condition as similar as possible to its original condition upon completion of construction or maintenance work through Grantor's property. The City of Gastonia shall smooth and seed the surface of any areas disturbed by the City of Gastonia. Any grass that is replaced shall be substantially the same type as the existing grass.

TO HAVE AND TO HOLD said perpetual rights and easements to the Grantee, its successors and assigns, it being agreed that the rights-of-way and easements hereby granted are servient on and runs with the realty now owned by the Grantor as hereinabove referred to.

IN WITNESS WHEREOF, The Grantor has hereunto set its hand and seal, this the _____ day of _____, 2023.

Gaston County

By: _____
County Manager

STATE OF NORTH CAROLINA

COUNTY OF _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____, personally appeared before me this day and

acknowledged that he/she is the County Manager of Gaston County and that by authority duly given and as the act of such entity, he/she executed the foregoing instrument for the purposes stated therein.

WITNESS my hand and Notarial Seal, this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

Gaston Memorial Hospital, Inc.

By: Richard Blackburn
(Vice) President

STATE OF NORTH CAROLINA

COUNTY OF Gaston

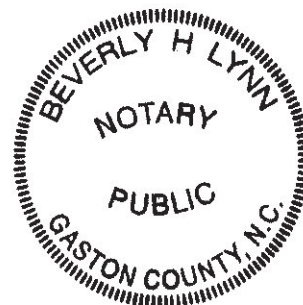
I, the undersigned Notary Public of the County and State aforesaid, certify that Richard Blackburn, personally appeared before me this day and acknowledged that he/she is the (Vice) President of Gaston Memorial Hospital, Inc. and that by authority duly given and as the act of such entity, he/she executed the foregoing instrument for the purposes stated therein.

WITNESS my hand and Notarial Seal, this 21st day of September, 2023.

Beverly H. Lynn
Notary Public

My Commission Expires: March 23, 2025

LEGAL4448



CaroMont Health, Inc.

By: *Reedl Hall*
(Vice) President

STATE OF NORTH CAROLINA

COUNTY OF Gaston

I, the undersigned Notary Public of the County and State aforesaid, certify that Richard Blackburn, personally appeared before me this day and acknowledged that he/she is the (Vice) President of CaroMont Health, Inc. and that by authority duly given and as the act of such entity, he/she executed the foregoing instrument for the purposes stated therein.

WITNESS my hand and Notarial Seal, this 21st day of September, 2023.

Beverly H. Lynn
Notary Public

My Commission Expires: March 23, 2025

