

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 TEMPORARY  
CONSTRUCTION EASEMENTS**

**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 "Grantors", 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 Grantors by **THE CITY OF GASTONIA, a North Carolina Municipal Corporation**, hereinafter referred to as "Grantee", do hereby convey and grant unto the "Grantee", its successors and assigns, temporary 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 temporary construction easements, over, in, or on those portions of the realty of the Grantors which are more particularly described as follows:

The above described easements contain temporary construction easements in the widths shown on the plats referred to below. The location of the easements acquired is shown on those certain plats or maps thereof drawn by Clifford C. Johnson, Professional Land Surveyor for the City of Gastonia, dated June 7, 2023, entitled "Gastonia Sidewalk Improvement Location 1 Court Drive from Cox Road to Hospital Entrance" and "Gastonia Sidewalk Improvement Location 3 Aberdeen Boulevard from Cox Road to Hospital Drive" copies of which are attached hereto as Exhibits A and incorporated herein by reference.

Said temporary construction easements to automatically terminate upon completion of the sidewalk improvements along Aberdeen Boulevard and Court Drive.

It is agreed that the cost for the construction of slopes, cuts 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 Grantors by the Grantee by reason of such temporary slope and construction easements. The Grantee, its successors, and assigns, shall have the rights and easements 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 Grantors, for themselves, their successors and assigns, agree that no structures will be built, erected or maintained over said easements.

It is agreed that Grantors' 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 Grantors' 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 temporary rights and easements to the Grantee, its successors and assigns, it being agreed that the temporary easements hereby granted are servient on and runs with the realty now owned by the Grantors as hereinabove referred to, until terminated as herein provided.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals, 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.

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

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

Gaston Memorial Hospital, Inc.

By: Richard Blackburn  
(Vice) President

STATE OF NORTH CAROLINA

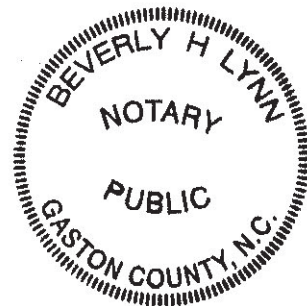
COUNTY OF Gaston

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 21<sup>st</sup> day of September, 2023.

My Commission Expires: March 23, 2025

Beverly H. Lynn  
Notary Public



CaroMont Health, 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 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 *21<sup>st</sup>* day of *September*, 2023.

*Beverly H. Lynn*  
Notary Public

My Commission Expires: *March 23, 2025*

