



# Gaston County

Gaston County  
Board of Commissioners  
www.gastongov.com

## Public Works

## Board Action

File #: 23-484

Commissioners Hovis & Keigher - Public Works - To Approve and Execute an Easement Deed for the City of Gastonia for the Installation of Sidewalks and a Bus Shelter at CaroMont Regional Medical Center Along Court Drive and Aberdeen Boulevard

### STAFF CONTACT

Dan Ziehm, PE - Public Works Director - 704-862-6795

### BUDGET IMPACT

N/A - No County Funds

### BUDGET ORDINANCE IMPACT

N/A

### BACKGROUND

The City of Gastonia has received federal transit grant funds and requested CaroMont Health and Gaston County dedicate temporary construction easements and permanent easements for the installation of concrete sidewalks in two locations along Court Drive and the installation of one permanent bus shelter. The first location is along Court Drive from Cox Road to the hospital entrance. The second location is along Court Drive from New Hope Road to Summit Crossing Place. The final sidewalk location is along Aberdeen Boulevard from Cox Road to Hospital Drive (see attached plat maps). Installation of these sidewalks will be on parcel identification numbers 119449 (2525 Court Drive) and 221503 (2330 Court Drive). CaroMont Health has previously executed these easement and acknowledgment agreements. Installation of these sidewalks and bus shelter will improve the safety of pedestrians around CaroMont Regional Medical Center.

### POLICY IMPACT

N/A

### ATTACHMENTS

- Deed for Temporary Construction Easement (PID 221503) & Acknowledgment of Voluntary Donation of Temporary Easement to the City of Gastonia
- Deed for Temporary Construction Easement (PID 119449)
- Deed for Permanent Bus Shelter and General Utility Easement
- Acknowledgment of Voluntary Donation of Permanent Easement and Temporary Easement to the City of Gastonia

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	CBrown	CCloninger	AFraley	BHovis	KJohnson	TKeigher	RWorley	Vote
2023-368	10/24/2023	RW	KJ	A	A	A	A	A	AB	A	U

### DISTRIBUTION:

Laserfiche Users

A=AYE, N=NAY, AB=ABSENT, ABS=ABSTAIN, U=UNANIMOUS

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 EASEMENT**

**GASTON COUNTY**

KNOW ALL MEN BY THESE PRESENTS, that **GASTON COUNTY, a political subdivision of the State of North Carolina, 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, 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 April 27, 1970 and recorded May 4, 1970 in the Office of the Register of Deeds for Gaston County, North Carolina in Deed Book 1030 at Page 705; to which reference is hereby made to construct, maintain, operate in, upon and through said premises in a proper manner a temporary construction easement, over, in, or on those portions of the realty of the Grantor which is more particularly described as follows:

The above described easement contains a temporary construction easement in the width shown on the plat referred to below. The location of the easement acquired is 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 2 Court Drive from New Hope Road to Summit Crossing Place" a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

LEGAL4452

Said temporary construction easement to automatically terminate upon completion of the sidewalk improvements along Court Drive.

It is agreed that the cost for the construction of slopes, cuts and fills upon the land in the aforescribed temporary slope and construction easement shall be borne entirely by the Grantee, and the maintaining of said easement 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 easement. 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 easement 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 easement 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 easement.

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

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 \_\_\_\_\_

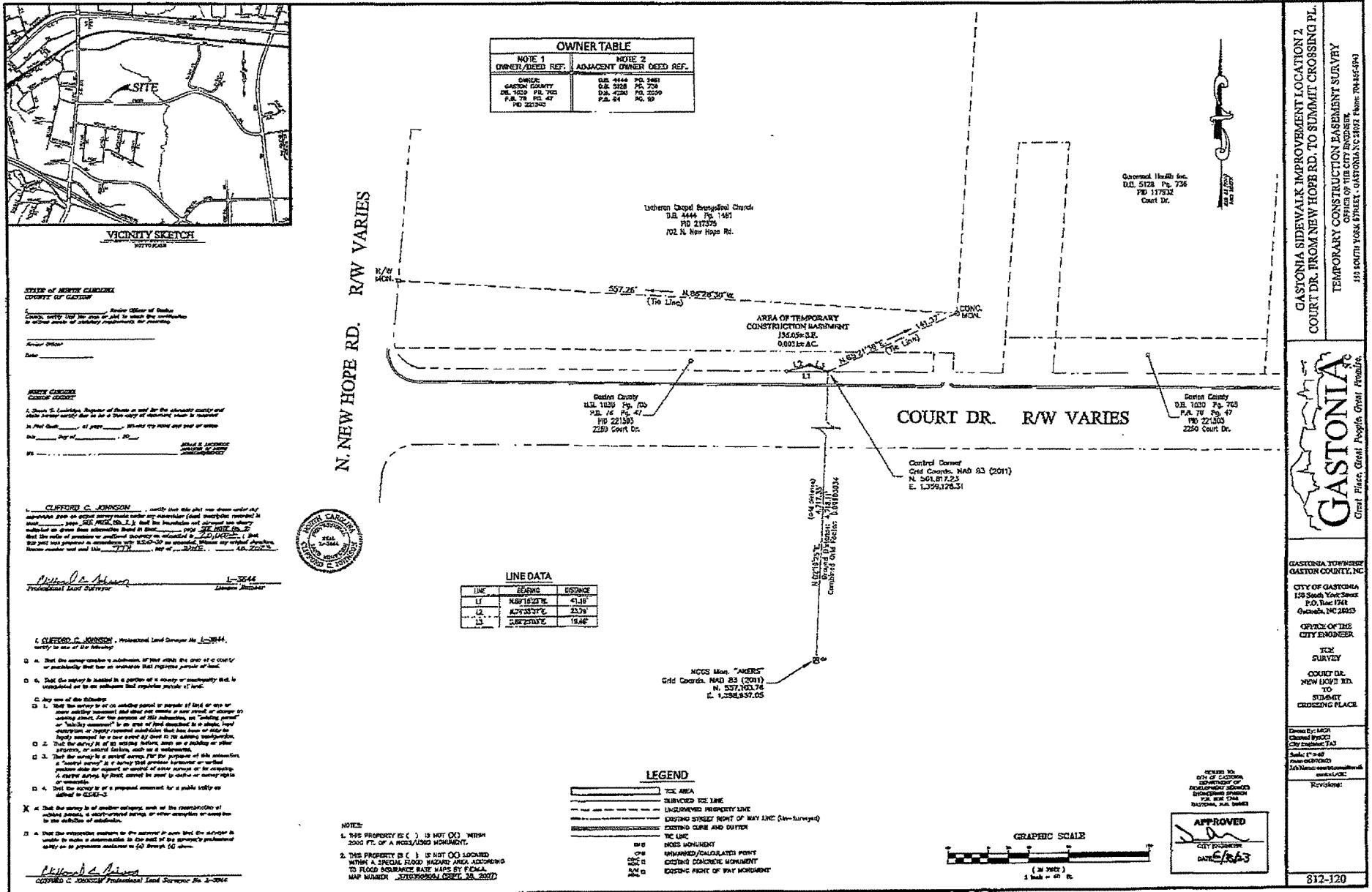
I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally appeared before me this day and acknowledged that he/she is the County Manager of Gaston County and that by authority duly given and as the act of such entity, he/she executed the foregoing instrument for the purposes stated therein.

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

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

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

# EXHIBIT A





*Great Place. Great People. Great Promise.*

P.O. Box 1748 • Gastonia, NC 28053-1748 • Phone: 704.866.6943 • Fax: 704.864.9732  
[www.cityofgastonia.com](http://www.cityofgastonia.com)

DATE:

OWNER: Gaston County, a political subdivision of the State of North Carolina

PROPERTY ADDRESS: 2330 Court Drive, Gastonia, N.C. 28054

PARCEL NO: 221503

COUNTY: Gaston

DESCRIPTION: Sidewalk improvements along Court Drive from New Hope Rd to Summit Crossing Pl

**Property Owner Acknowledgement of the Terms for the Voluntary Donation of Temporary Easement to the City of Gastonia**

The undersigned property owner and/or the undersigned property owner's legal representatives freely acknowledge their desire and willingness to voluntarily transfer their ownership of privately owned real property to the City of Gastonia for the benefit of the above sited public transportation project without receipt of just compensation. It is further agreed and acknowledged by the undersigned property owner and/or the property owner's legal representative that the property owner and/or legal representative has been advised that he/she is entitled to have an appraisal made on his/her property to determine just compensation and the owner releases the City from this obligation and waives any compensation in exchange for the donation of property as right of way in full settlement of his/her claim. The purpose of this document is to ensure compliance under Title 23 of the United States Code of Federal Regulations (CFR), Subchapter H (Right-of-Way and Environment), Part 710 (Right-of-Way and Real Estate), Subpart E (Property Acquisition Alternatives), Subsection .505 (Real Property Donations).

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

ACCEPTED BY THE CITY OF GASTONIA BY: \_\_\_\_\_

(Stamp/Seal)	STATE OF _____ COUNTY OF _____
	I, _____ a Notary Public for said County and State, so hereby certify that _____
	personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the _____ day of _____, _____.
	My commission expires _____ Notary Public

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.

LEGAL4447

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

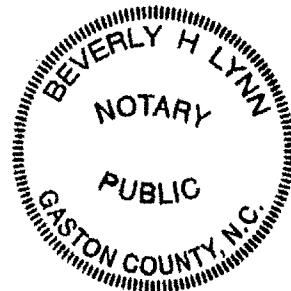
COUNTY OF Gaston

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

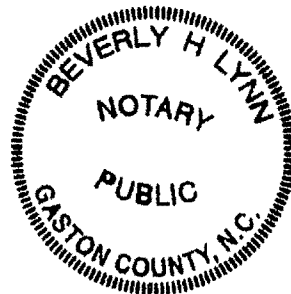
COUNTY OF Gaston

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.

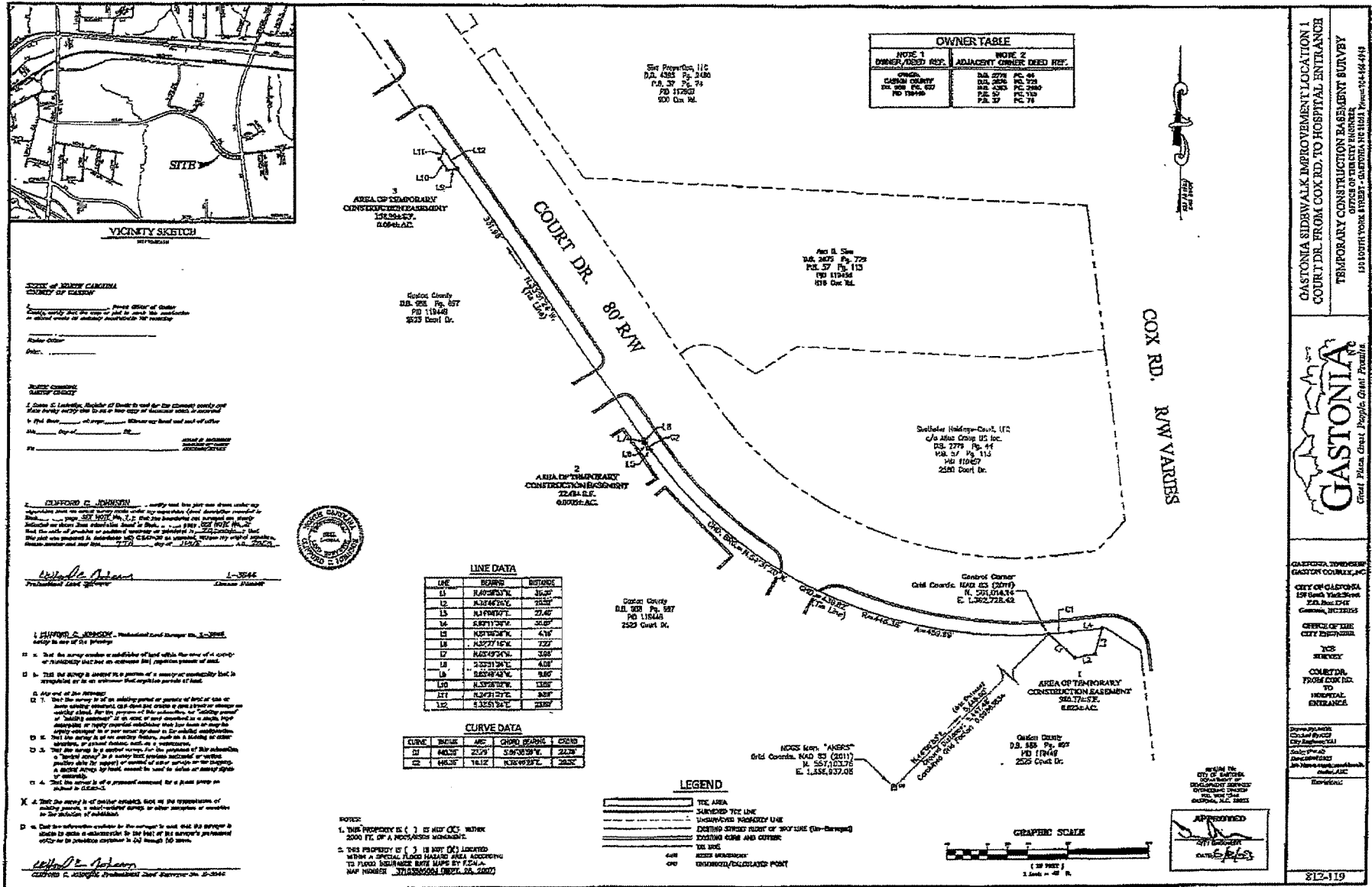
WITNESS my hand and Notarial Seal, this 21<sup>st</sup> day of September, 2023.

*Beverly H. Lynn*  
Notary Public

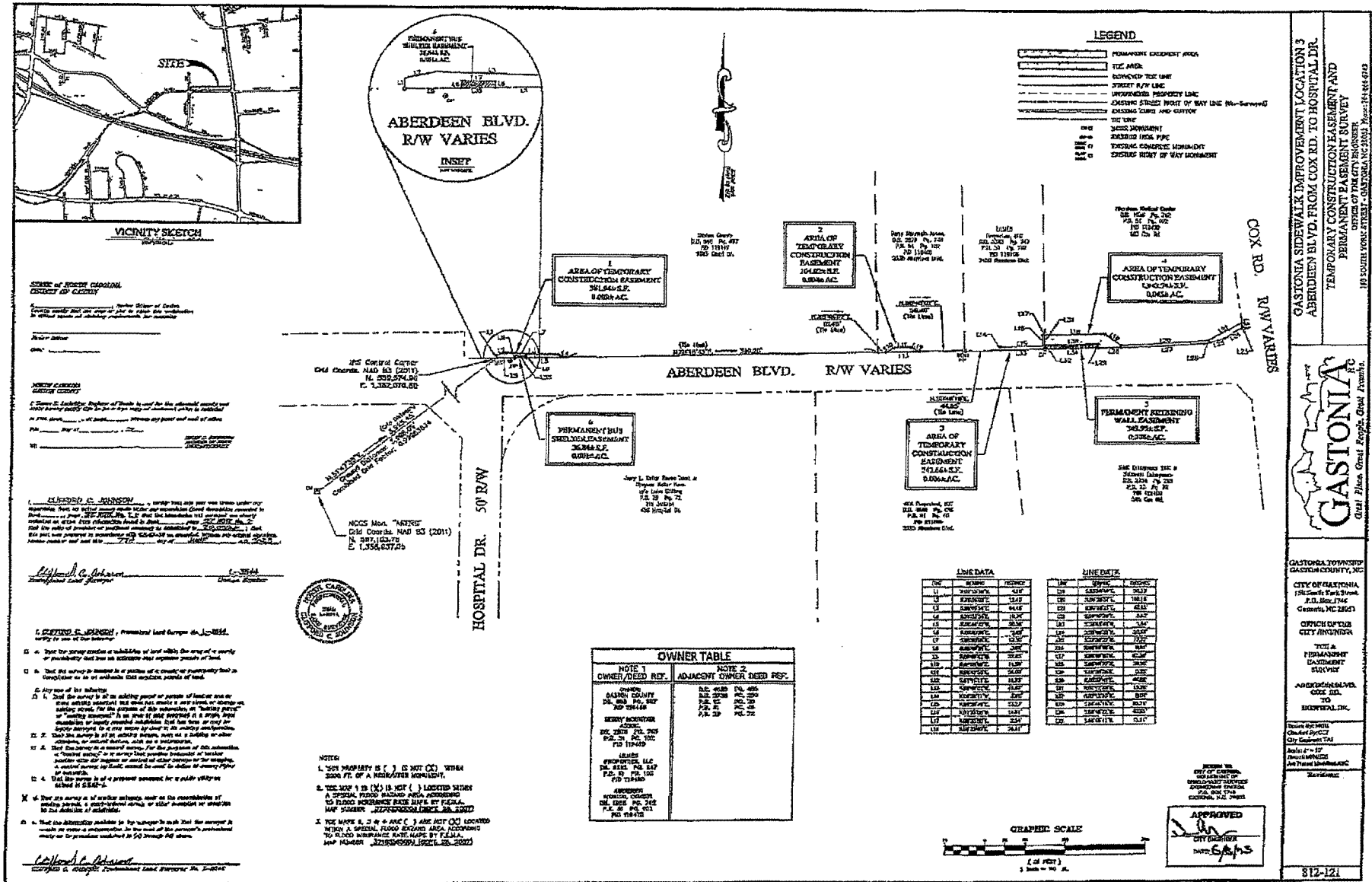
My Commission Expires: March 23, 2025



# EXHIBIT A



## EXHIBIT A



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

LEGAL4448

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

LEGAL4448

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

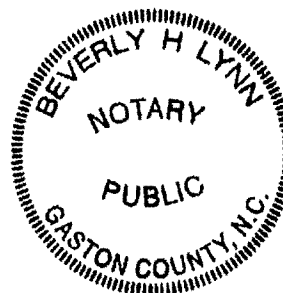
I, the undersigned Notary Public of the County and State aforesaid, certify that Richard Blackburn, personally appeared before me this day and acknowledged that he/she is the (Vice) President of Gaston Memorial Hospital, Inc. and that by authority duly given and as the act of such entity, he/she executed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

WITNESS my hand and Notarial Seal, this 21<sup>st</sup> day of September, 2023.

Beverly H. Lynn  
Notary Public

My Commission Expires: March 23, 2025

LEGAL4448



CaroMont Health, Inc.

By: *Heath Heald*  
(Vice) President

STATE OF NORTH CAROLINA

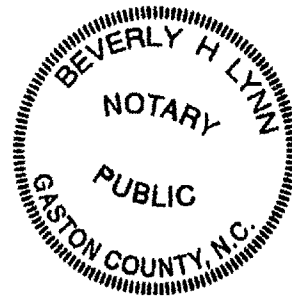
COUNTY OF Gaston

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







*Great Place. Great People. Great Promise.*

P.O. Box 1748 • Gastonia, NC 28053-1748 • Phone: 704.866.6943 • Fax: 704.864.9732

[www.cityofgastonia.com](http://www.cityofgastonia.com)

DATE:

OWNER: Gaston County, a political subdivision of the State of North Carolina

PROPERTY ADDRESS: 2525 Court Drive, Gastonia, N.C. 28054

PARCEL NO: 119449

COUNTY: Gaston

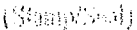
DESCRIPTION: Sidewalk improvements along Aberdeen Boulevard from Cox Road to Hospital Drive

**Property Owner Acknowledgement of the Terms for the Voluntary Donation of Permanent Easement and Temporary Easement to the City of Gastonia**

The undersigned property owner and/or the undersigned property owner's legal representatives freely acknowledge their desire and willingness to voluntarily transfer their ownership of privately owned real property to the City of Gastonia for the benefit of the above sited public transportation project without receipt of just compensation. It is further agreed and acknowledged by the undersigned property owner and/or the property owner's legal representative that the property owner and/or legal representative has been advised that he/she is entitled to have an appraisal made on his/her property to determine just compensation and the owner releases the City from this obligation and waives any compensation in exchange for the donation of property as right of way in full settlement of his/her claim. The purpose of this document is to ensure compliance under Title 23 of the United States Code of Federal Regulations (CFR), Subchapter H (Right-of-Way and Environment), Part 710 (Right-of-Way and Real Estate), Subpart E (Property Acquisition Alternatives), Subsection .505 (Real Property Donations).

\_\_\_\_\_(SEAL) \_\_\_\_\_(SEAL)

ACCEPTED BY THE CITY OF GASTONIA BY: \_\_\_\_\_

	STATE OF _____ COUNTY OF _____
	I, _____ a Notary Public for said County and State, so hereby certify that _____
	personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the _____ day of _____, _____.
	My commission expires _____ Notary Public