

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.

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: _____



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

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