

1 RECORDING FEE \$ 26.00

RECORDING FEE: \$26.00



Doc No: 200077054  
Recorded: 08/15/2022 02:51:00 PM  
Fee Amt: \$26.00 Page 1 of 7  
Transfer Tax: \$0.00  
Cleveland County North Carolina  
Betsy S. Harnage, Register of Deeds  
BK 1880 PG 459 - 465 (7)

## COVER SHEET FOR RECORDING

Prepared by: Corry Law Firm

\* Return to: Cloninger and Neisler's Box

### KIND OF INSTRUMENT:

Easement Agreement

DATE OF INSTRUMENT: December 6, 2021

### PARTIES:

GRANTORS: Michael W Smith and wife, Charlynn T. Smith; and Mark F. Smith and wife, Beth L. Smith

GRANTEE: City of Kings Mountain

\*Kandace Cotherrn

9 RECORDING FEE \$ 26.00



Doc No: 200079691  
Recorded: 10/17/2022 12:03:37 PM  
Fee Amt: \$26.00 Page 1 of 9  
Transfer Tax: \$0.00  
Cleveland County North Carolina  
Betsy S. Harnage, Register of Deeds  
BK 1884 PG 2877 - 2885 (9)

**CORRECTIVE AFFIDAVIT**

Giving notice of typographical or other minor error pursuant to NCGS 47-36.1

Title of Original Instrument: Easement Agreement

Date of Recording: 08/15/2022

Recording Book and Page: 1880 Pg. 459-465(7)

Original Parties to the Instrument:

Grantor(s): Michael W. Smith and wife, Charlynne T. Smith; and Mark F. Smith and wife, Beth L. Smith

Grantee(s): City of Kings Mountain, a North Carolina municipal corporation

(Add others here if necessary)

Now comes the undersigned as (state basis for knowledge of the mistake here), being first duly sworn and does say the following:

1. Through mutual mistake, inadvertence or mistake of the draftsmen the Instrument referenced above, a copy of which is attached as Exhibit A hereto contained the following typographical or other minor error:

The "Exhibit A" map was not attached to the Easement Agreement

2. It was the intent of the parties to the Instrument that the erroneous information in the Instrument referenced above, as corrected, should read as follows:

Attachment of "Exhibit A" map at the end of the Easement Agreement

Signature of Affiant:

Print Name: Clayward C. Corry, Jr.

State of North Carolina, County of Cleveland

Sworn to and subscribed before me this 29th day of September, 2022

Notary Public:

My commission expires: 7/29/2026

Notary Seal





Water line(s), water meter(s), water vault(s), fire hydrant(s), back flow preventer(s), and necessary apparatus for installing, transporting and maintaining potable water,

Sanitary sewer line(s) and/or manholes and other necessary apparatus for installing, transporting and maintaining sanitary sewerage.

Natural gas pipeline(s), gas meters, valves and other necessary apparatus for the purpose of transporting, regulating and maintaining natural gas pipelines,

Electric lines(s), utility poles, guys, anchors, cables, conduits, transformers and other necessary apparatus for the purpose of installing, transporting, regulating and maintaining electric lines of GRANTEE and regulated communications utilities.

**Consideration:**

1. That in lieu of compensation for the acquisition of the Easement area, the Grantee does relinquish and abandon all easements had by it preceding this Easement Agreement.

The following rights are also granted to GRANTEE: to enter said premises to inspect said facilities; to perform necessary maintenance and repairs; and to make alterations and additions thereto; to remove from the easements, now or at any time in the future, trees, structures, or other obstructions that may endanger the proper maintenance and operation of said facilities, as well as trees of any species that GRANTEE determines will grow at maturity to a height that will endanger the proper maintenance and operation of said lines; to trim or remove and to keep trimmed or removed dead, diseased, weak or leaning trees or limbs outside of the Permanent Easement which, in the opinion of GRANTEE, might interfere with or fall upon the electric or communication facilities within the Permanent Easement; and to clear land outside the Permanent Easement within ten feet of the service door of any transformer or cabinet located within the Permanent Easement and to keep the area within ten feet of said door clear of trees, structures or other obstructions.

It is understood and agreed by and between the parties hereto that the GRANTEE shall have the right of ingress, egress, and regress over and upon any lands of the GRANTOR adjacent to or in the vicinity of the premises as may be essential to the use thereof for the aforesaid purposes, and no entry for such purposes shall be deemed a trespass. Any damage which may occur outside the easement to fences, buildings, or other structures resulting from the GRANTEE's exercise of the right of ingress, egress, and regress shall be repaired by the GRANTEE.

This Permanent Easement is given to permit the construction and maintenance of any and all utility facilities in connection with the above-referenced project; and, any future utilities and extensions within the Easement Area.

In the event of disagreement at any time as to the amount of any such damage, one arbitrator shall be selected by the GRANTOR, one by the GRANTEE, and a third, if necessary, by the two so selected, and that the decision in writing of two of said arbitrators shall be final and binding upon the parties hereto.

It is further understood that the GRANTOR shall erect no permanent structure of any kind over or across this Permanent Easement. For purposes of this document, permanent structure

includes, but is not limited to buildings, tennis courts, and swimming pools. Neither may water be ponded or impounded over or across said Permanent Easement.

GRANTOR understands that this property is being acquired for projects of the GRANTEE.

GRANTOR understands and agrees that the purchase price covers, includes, and is full compensation for any and all improvements located within the permanent easement areas and/or temporary easement areas.

GRANTOR, its successors and assigns, hereby covenants to and with the GRANTEE that GRANTOR is the owner of the hereinabove-described property, and that GRANTOR has the right to convey this Permanent Easement.

**TO HAVE AND TO HOLD** the land hereinbefore described unto the GRANTEE, its successors and assigns, for the aforesaid uses and purposes and none other.

Signature Page to follow

IN WITNESS WHERE OF, the GRANTOR, has hereunto set his hand and seal the date and year first above.

BY: [Signature]  
Michael W. Smith  
[Signature]  
Charlynn T. Smith

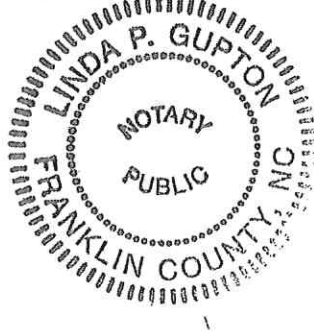
[Signature]  
Mark F. Smith  
[Signature]  
Beth L. Smith

STATE OF North Carolina

COUNTY OF Wake

I, Linda P. Gupton, a Notary Public of Franklin County, North Carolina, do hereby certify that Michael W. Smith and wife, Charlynn T. Smith (collectively the "Signatory") personally appeared before me this day and acknowledged execution of the foregoing instrument.

Witness my hand and official stamp or seal this 17th day of July, 2021.2022



[Signature]  
Notary Public

Print Name: Linda P. Gupton

My Commission Expires: April 3, 2026

[NOTARY SEAL]

STATE OF N.C.

COUNTY OF Rockingham

I, Cherilyn S. Reaves, a Notary Public of Rockingham County, N.C., do hereby certify that Mark F. Smith and wife, Beth L. Smith (collectively the "Signatory") personally appeared before me this day and acknowledged execution of the foregoing instrument.

Witness my hand and official stamp or seal this 6<sup>th</sup> day of December, 2021.

Cherilyn S. Reaves  
Notary Public

Print Name: Cherilyn S. Reaves

My Commission Expires: 10-10-23



[NOTARY SEAL]

GRANTEE:

The City of Kings Mountain, a North Carolina Municipality

BY: J. Scott Neisler  
SCOTT NEISLER, Mayor



Karen A. Tucker  
KAREN A. TUCKER, City Clerk

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STATE OF NORTH CAROLINA  
COUNTY OF ~~CLEVELAND~~ GASTON

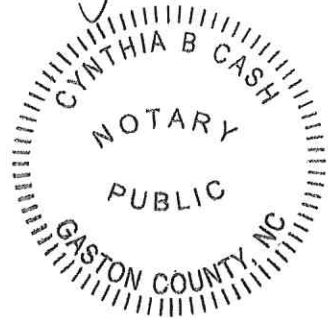
I, Cynthia B. Cash

, a Notary Public, do hereby certify that **KAREN A. TUCKER** personally came before me this day and acknowledged that she is the CITY CLERK of THE CITY OF KINGS MOUNTAIN, NORTH CAROLINA, and that by authority duly given and as the act of the Municipal Corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its Corporate Seal, and attested by herself as its CITY CLERK.

Witness my hand and official seal, this the 14<sup>th</sup> day of December, 2021.

Cynthia B. Cash  
NOTARY PUBLIC

My Commission Expires: 3/31/2024



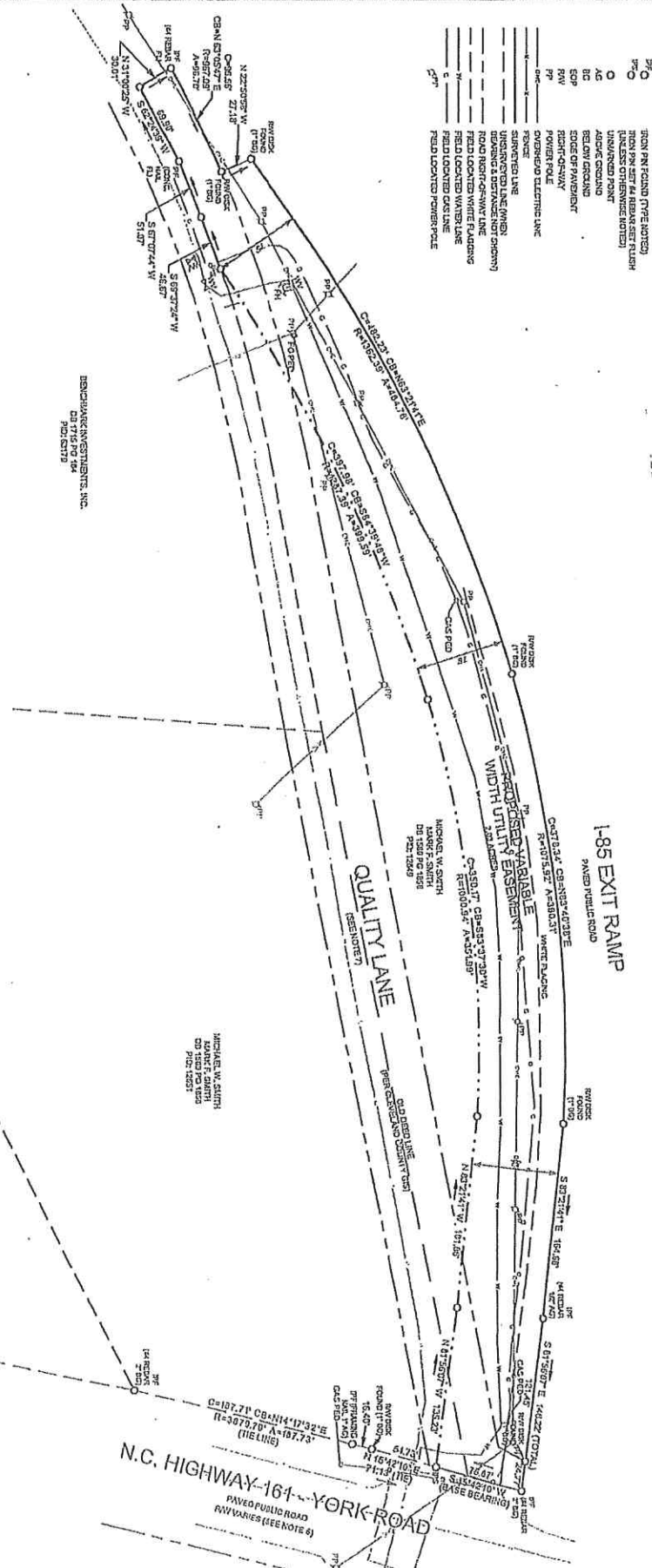
"Exhibit A"



LEGEND

3/4" O	IRON PIN FOUND (PER NOTES)
3/8" O	IRON PIN SET AT BEARING POINT (UNLESS OTHERWISE NOTED)
○	UNMARKED POINT
AG	AGRICULTURE
BC	BELOW GROUND
BP	BOUNDARY POINT
CP	CORNER
PP	POWER POLE
○	OVERHEAD ELECTRIC LINE
—	RECEIVE
—	SEWER LINE
—	UNDEVELOPED LAND (NOT SHOWN)
—	ROAD RIGHT-OF-WAY LINE
—	FIELD LOCATED WATER FLAGGING
—	FIELD LOCATED WATER LINE
—	FIELD LOCATED POWER/PAVE

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



**PRELIMINARY PLAT**  
NOT FOR RECORDATION,  
CONVEYANCES OR SALES

1. CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE UNDER MY PERSONAL SUPERVISION AND THAT THE DATA SHOWN THEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS MAP IS NOT TO BE USED AS A BASIS FOR ANY OTHER SURVEY OR AS A BASIS FOR ANY OTHER RECORDATION, CONVEYANCE OR SALE.

GENERAL NOTES:

1. SURVEY BASED ON PHYSICAL EVIDENCE AND EXISTING CONDITIONS.
2. SURVEY PERFORMED WITH THE BEST OF THE AVAILABLE DATA. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER SURVEYS, RECORDS, DEEDS, EASEMENTS, RIGHTS, CLAIMS, OR INTERESTS THAT MAY AFFECT THE PROPERTY. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER SURVEYS, RECORDS, DEEDS, EASEMENTS, RIGHTS, CLAIMS, OR INTERESTS THAT MAY AFFECT THE PROPERTY.
3. NO NEIGHBORING UTILITIES WERE NOTED EXCEPT AS SHOWN. UNDEVELOPED LAND IS NOT SHOWN UNLESS OTHERWISE INDICATED.
4. UNDEVELOPED UTILITIES WERE NOT LOCATED EXCEPT AS SHOWN. UNDEVELOPED UTILITIES WERE NOT LOCATED EXCEPT AS SHOWN.
5. EASEMENTS SHOWN HEREON ARE DEEDS, ADVERTISEMENTS, AND RECORDS. EASEMENTS NOT SHOWN HEREON ARE NOT SHOWN UNLESS OTHERWISE INDICATED.
6. DISTANCES SHOWN ARE AS SURVEYED. UNLESS OTHERWISE INDICATED, DISTANCES ARE AS SURVEYED.
7. QUALITY LANE RIGHT-OF-WAY SHOWN FOR INFORMATION ONLY. QUALITY LANE RIGHT-OF-WAY SHOWN FOR INFORMATION ONLY. QUALITY LANE RIGHT-OF-WAY SHOWN FOR INFORMATION ONLY.

REF: PRIVATE PLAT BY  
F.M. TRAMMELL  
(01-01-80-200)



SURVEY MADE AT THE REQUEST OF:  
CITY OF KINGS MOUNTAIN  
PROPERTY OF:  
MICHAEL W. SMITH  
MARK F. SMITH

CLATSOP COUNTY, NORTH CAROLINA  
NUMBER 47 TOWNSHIP  
SCALE: 1" = 60'  
DEED REF: AS SHOWN  
DATE: 08 APRIL 2021  
JOB: 2020-21 CONVA QUALITY LANE EASEMNG  
CMB