TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Excise Tax $0.00

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

PROJECT NAME: **Black Mountain Riverwalk Greenway**
PROJECT NO: **EB-5547B**
PARCEL NO.: **1**

A Portion of Tax Lot Number: **0609-93-9480**

Property Address: **Vance Avenue**

Brief Description for the Index: **See Attached Exhibit.**

THIS GRANT OF EASEMENT is made this 24th day of July, 20 25 by and between **MONTREAT COLLEGE**, a North Carolina non-profit corporation, PO Box 1267, Montreat, NC 28757 (hereinafter referred to as "GRANTOR"), and **THE TOWN OF BLACK MOUNTAIN,** a North Carolina municipal corporation, 160 Midland Avenue, Black Mountain, NC 28711, (hereinafter referred to as "GRANTEE").

The designation GRANTOR and GRANTEE, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH:

WHEREAS, said Grantor owns a certain tract of land ("Tract") in the Town of Black Mountain, County of Buncombe, North Carolina, the same being the land conveyed to Grantor, by deed recorded in Book **2502,** Page **075** in the office of the Register of Deeds of Buncombe County;

NOW THEREFORE said GRANTOR for good and valuable consideration, the receipt and sufficiency of which is acknowledged, has granted, and by these presents does grant to said GRANTEE and its successors a Temporary Construction Easement ("TCE") for the purpose of laying and constructing the public project referenced above. This shall include, but not be limited to, the removal of trees, shrubs, and landscaping, as well as making modification of the topography, which are necessary for the construction of the project. Said TCE is located in that certain portion of the Tract in or near the Town of Black Mountain, County of Buncombe and State of North Carolina, and described as follows:

> THAT PORTION of the Tract labeled "Temporary Construction Easement" or "TCE" on the map attached hereto as Exhibit A and incorporated herein by reference, said map having been prepared by or for the GRANTEE.

The TCE granted in the immediately preceding paragraph shall take effect upon the beginning of this project's construction on the above mentioned parcel and shall expire at the completion of said project, but no later than 180 calendar days after the beginning of this

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ESMT TCE

project's construction; and the parties hereto further covenant and agree that upon the expiration of the TCE as herein provided, the GRANTEE or its Contractor shall have no further obligations to maintain or rights to enter upon the TCE described herein.

GRANTOR understands and agrees that the consideration, paid by the GRANTEE, represents full and final payment for the transfer of the easement described herein, as well as all improvements located within the easement area or areas unless stated otherwise.

GRANTOR understands that this property is being acquired for a construction project of the GRANTEE and agrees that construction may begin on said property at any time following execution of this Agreement. It is further agreed that commencement of construction on said property prior to receiving compensation shall not be deemed as trespass and GRANTOR shall waive claim of trespass on said property.

It is further understood that the GRANTOR shall erect no permanent structure of any kind over or across this TCE for the duration of the term of this instrument, or any subsequent instrument executed by the parties hereto. For purposes of this document, permanent structure includes, but is not limited to: buildings, tennis courts, and swimming pools.

GRANTOR, his heirs 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 Temporary Easement(s).

Upon completion of construction, GRANTEE, at its sole cost and expense, shall restore the TCE area to a condition reasonably similar to that which existed prior to the construction project.

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.

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IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this the 24th day of July, 2025.

MONTREAT COLLEGE
a North Carolina non-profit corporation

By: _____
John W. Beaghan
Vice President for Finance & Administration

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STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Audrey F Weaver, a Notary Public of the County of Buncombe State of North Carolina, certify that John Beaghan personally came before me this day and acknowledged that he/she is the Vice President for Finance & Administration of Montreat College, a North Carolina non-profit corporation, and that by the authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and notary seal or stamp, this the 24th day of July, 2025.

[SEAL] AUDREY F. WEAVER NOTARY PUBLIC My Comm. Expires 12/5/2027 MCDOWELL COUNTY NC

Audrey F. Weaver
Notary Public

My commission expires: 12/5/2027

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EXHIBIT A

