

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 **WINSTON DEVELOPMENT CORPORATION, Owner, hereinafter referred to as "Grantor"** and the **COUNTY OF GASTON, a body Politic and corporation and a political subdivision of the State of North Carolina, hereinafter referred to as "Lienholder"**, 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 Winston Development Corporation, dated December 14, 1987 and recorded December 15, 1987 in the Office of the Register of Deeds for Gaston County, North Carolina, in Deed Book 1890 at page 170; 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 Grantor which is more particularly described as follows:

Commencing from a 2" rebar found on the southern right of way of Niblick Drive, said rebar having grid coordinates of N: 548,108.75 E: 1,350,711.27 (NAD83, 2011). Thence N59°22'33" E a distance of 2.02' to a computed point, the point of beginning. Thence from said point of beginning and with said southern right of way N59°22'33" E a distance of 230.89' to a computed point; Thence, S30°37'27" E a distance of 8.41' to a computed point; Thence, N89°20'19" E a distance of 76.02' to a computed point; Thence, N01°55'47" E a distance of

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19.21' to a computed point; Thence, N30°35'32" W a distance of 30.18' to a computed point; Thence, N59°22'33" E a distance of 37.37' to a computed point; Thence, S12°15'37" W a distance of 66.40' to a computed point; Thence, S76°59'09" W a distance of 143.38' to a computed point; Thence, S60°52'57" W a distance of 162.71' to a computed point; Thence, N29°07'03" W a distance of 1.00' to a computed point, which is the point of beginning, containing 3,095 SF, more or less.

The location of the easements acquired are shown on that certain plat or map thereof drawn by WithersRavenel, Engineers/Planners/Surveyors, dated September 7, 2022, entitled "Permanent Storm Drainage Easement & Temporary Construction Easement for City of Gastonia", a copy of which is on file in the Office of the Register of Deeds for Gaston County in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ to which reference is hereby made for greater certainty of description.

It is agreed that the cost for the construction of slopes, cuts and fills upon the land in the aforescribed temporary slope and construction 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.

Gaston County enters into execution of this conveyance for the sole purpose of releasing and by these presents does hereby remise, release and quitclaim to the Grantee, its successors and assigns, their title and lien upon that portion of the realty of the Grantor as to which these rights-of-way and easements are granted to the extent, but only to the extent, that the lien for Gaston County property taxes due in the amount of \$26,799.28 (Parcels #217580 and #204551) shall be subordinated to the perpetual rights-of-way and easements granted herein and conveyed.

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 easements hereby granted are servient on and run 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.

WINSTON DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
(Vice) President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that, \_\_\_\_\_, personally came before me this day and acknowledged that he/she is the (Vice) President of Winston Development Corporation and that by authority duly given and as the act of such entity, he/she signed the foregoing instrument in its name on its behalf as its act and deed.

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

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

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

COUNTY OF GASTON

By: \_\_\_\_\_  
Chairman, Gaston County Board of  
Commissioners

ATTEST:

\_\_\_\_\_  
Clerk to Gaston County Board of  
Commissioners

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 Clerk to the Gaston County Board of Commissioners and that by authority duly given and as the act of such entity, he/she executed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

