



# Gaston County

Gaston County  
Board of Commissioners  
www.gastongov.com

## County Attorney

## Board Action

File #: 26-233

Commissioner Hovis - County Attorney - Resolution Authorizing County Manager to Grant Amazon.com Services LLC a Sightline Easement on a Portion of County-Owned Property, Parcel No. 223163, for Road Improvements

### STAFF CONTACT

David Goldberg - County Attorney  
Donnie Hicks - Economic Development Director

### BUDGET IMPACT

Misc. Income - \$10.00

### BACKGROUND

Amazon.com Services LLC, owner of 301 Southridge Parkway, Bessemer City (Parcel 30608), has requested a sightline easement over a portion of the neighboring county-owned property, Parcel No. 223163. The 0.08 acre easement will allow Amazon to maintain a view corridor necessary to meet NCDOT standards. Amazon will bear all costs of maintaining the easement and will indemnify the County against all liability around the easement.

### POLICY IMPACT

Grant the County Manager authority to execute the attached Sightline Easement Agreement in accordance with G.S. 160A 273.

### ATTACHMENTS

Sightline Easement Agreement; Proposed Easement Survey

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	JBailey	CBrown	CCloninger	AFraley	BHovis	TKeigher	SShehan	Vote
2026-157	05/26/2026	AF	JB	A	A	AB	A	A	AB	A	U

### DISTRIBUTION:

Laserfiche Users

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

Prepared by and Return to:  
Maynard Nexsen PC  
800 Green Valley Rd., Suite 500  
Greensboro, NC 27408  
Attn: A. Poe

STATE OF NORTH CAROLINA

COUNTY OF GASTON

**SIGHTLINE EASEMENT AGREEMENT**

THIS SIGHTLINE EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between **GASTON COUNTY**, a body politic and corporate and political subdivision of the State of North Carolina, its successors and assigns (“**Grantor**”), and **AMAZON.COM SERVICES LLC**, a Delaware limited liability company, its successors and assigns (“**Grantee**”).

**RECITALS:**

WHEREAS, Grantor is the owner of that certain parcel of land and any improvements thereon located at approximately 301 Southridge Parkway, Bessemer City, Gaston County, North Carolina (being Parcel No. 223163 and PIN 3526-46-5121) and being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the “**Grantor Property**”);

WHEREAS, Grantee is the owner of that certain parcel of land and any improvements located thereon located at 231 Southridge Parkway, Bessemer City, Gaston County, North Carolina (being Parcel No. 306089 and PIN 3256-54-2972) and being more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the “**Grantee Property**”);

WHEREAS, in connection with the Grantee Property, Grantor has agreed to provide Grantee with an easement over a portion of the Grantor Property abutting Southridge Parkway to preserve the Grantee’s sightline as more particularly depicted on that certain map titled “Sight Triangle Easement Exhibit” on **Exhibit C** attached hereto and incorporated herein by reference (the “**Sightline Easement Area**”).

WHEREAS, the Sightline Easement Area is more particularly described on **Exhibit D** attached hereto and incorporated herein by this reference.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) paid to Grantor and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **View Corridor.** Grantor does hereby covenant and agree as the owner of the Grantor Property, for the benefit of the Grantee Property, the Grantee, and its employees, agents, invitees, customers, successors, assigns and grantees, to keep the Sightline Easement Area free of any structures or vertical improvements (whether manmade or natural), fences, walls, signs, buildings, hedges, shrubs, trees, plantings, landscaping, or any other upright construction (“**Prohibited Improvements**”) which Prohibited Improvements could impede or limit visibility or create issues for traffic, in the sole discretion of the owner of the Grantee Property, or the North Carolina Department of Transportation (collectively, the “**Sightline Easement Restrictions**”). All of the foregoing is hereafter described as the “**Sightline Easement**”, which encompasses the entire Sightline Easement Area.

2. **Easement for Maintenance.** In furtherance of the provisions of Section 1 hereinabove, Grantor hereby grants unto Grantee, as the owner of the Grantee Property, and its employees, agents, invitees, customers, successors, assigns and grantees, a permanent, perpetual, non-exclusive, transmissible, appendant, and appurtenant easement for the benefit of the Grantee Property on, over, within, through, and across the Sightline Easement Area for the sole and exclusive purpose of maintaining such areas in compliance with Section 1 hereinabove (the “**Maintenance**”). All work in connection with any such Maintenance shall be performed at Grantee’s sole cost and expense and in a good and workmanlike manner, lien free, and shall be prosecuted expeditiously, continuously, and diligently to completion and Grantee shall replace all damaged landscaping and ground cover consistent with the Sightline Easement Restrictions and appropriate erosion control.

3. **Indemnity.** Grantee, as the owner of the Grantee Property, agrees to defend, indemnify and hold Grantor, as the owner of the Grantor Property, harmless from and against any and claims or liens, including mechanic’s, materialmen’s, or laborer’s liens, and all costs, expenses and liabilities in connection therewith, including reasonable attorney’s fees and court costs, arising out of the performance by Grantee of the Maintenance, and if Grantor or any of the Grantor Property shall become subject to any claim or such lien, Grantee shall defend against such claim at its sole cost and expense or promptly cause such lien to be released and discharged of record, either by paying the indebtedness that gave rise to such lien or by posting such bond or other security as shall be required by law to obtain such release and discharge, as the case may be.

4. **Nature of Agreement.** This Agreement shall run with the land and shall be appurtenant to the Grantee Property and shall bind and inure to the benefit of Grantee, as the owner of the Grantee Property, and its employees, agents, invitees, customers, successors, assigns and grantees.

5. **Warranty of Title.** Grantor warrants and covenants that it has good fee simple title to the Grantor Property and the Sightline Easement Area and has the power and authority to grant to Grantee the rights herein described and conveyed, subject to taxes for the current year and all covenants, conditions, easements, restrictions and other matters of record.

6. **Miscellaneous.**

a. **Entire Agreement; Amendment.** This Agreement and the exhibits attached hereto contain the entire agreement among the parties. Any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof will be merged herein and then extinguished. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by Grantor and Grantee.

b. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina.

c. Binding Effect. This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, and grantees.

d. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law.

e. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute an Agreement.

f. Further Assurances. Each of the parties agrees to execute, deliver and cause to be duly acknowledged where necessary any and all commercially reasonable additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties hereto.

g. Legal Fees. If either party commences legal proceedings for any relief against the other party arising out of or to interpret this Agreement, the losing party shall pay the prevailing party's legal costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees.

h. Non-Waiver. No waiver by any party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

i. Negotiated Agreement. The provisions of this Agreement have been negotiated by the parties, each of whom have been represented by legal counsel or have had the opportunity to be represented by legal counsel, and no provision shall be deemed to have been drafted by any particular party.

**[SIGNATURE PAGES FOLLOW]**



IN WITNESS WHEREOF, the undersigned has executed the foregoing instrument as of the day and year first above written.

GRANTEE:

AMAZON.COM SERVICES LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

I certify that the following person \_\_\_\_\_ (name of officer), as \_\_\_\_\_ (title of officer), of AMAZON.COM SERVICES LLC, a Delaware limited liability company, personally appeared before me this day, acknowledging to me that he or she signed the foregoing instrument.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

(Official Seal)

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

\_\_\_\_\_  
Printed Name

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

## Exhibit A

### **Grantor Property**

BEGINNING at a iron rod set at the northerlymost corner of Tract I conveyed to Alliance Real Estate III, Inc. ("Alliance") by deed recorded in Book 4235 at Page 915 (being also the easterlymost corner of Tract II in said deed to Alliance), said iron rod also being located North 50-34-35 East 65.72 feet from the easterlymost corner of the property conveyed to Advanced Drainage Systems, Inc. by deed recorded in Bok 2852 at Page 88, and proceeding from said point and place of Beginning with the northeasterly line of Tract II conveyed to Alliance in the aforesaid deed, North 37-50-05 West (passing an iron rod set in the southerly margin of the 200-foot right of way of the Southern Railway after 568.61 feet) a total distance of 668.61 feet to an iron rod found in the centerline of the old Southern Railway track; thence with the centerline of the old Southern Railway tracks two (2) courses and distances as follows: (i) with the arc of a curve to the right having a radius of 1.916.23 feet (also having a chord bearing of North 77-08-22 East and a chord distance of 1594,20 feet) an arc distance of 1,644.18 feet to a point, and (ii) South 78-16-48 East (passing the centerline of a 15-foot access easement recorded in Book 2994 at Page 585 after 189.53 feet) a total distance of 366.97 feet to a point at or near the northwest corner of the property conveyed to Wayne H. Davis by deed recorded in Book 2038 at Page 945; thence with Davis' line two (2) courses and distances as follows: (i) South 03-44-08 East (passing a concrete monument after 49.67 feet and an iron set in the southerly margin of the 200-foot right of way of the Southern Railway after 103.76 feet) a total distance of 968.92 feet to an iron rod found, and (ii) South 74-54-13 East 279.45 feet to an iron rod found in the line of Alliance (see Book 3509 at Page 343); thence with the property lines of Alliance (see Book 3509 at Page 343 and Book 4235 at Page 915) three (3) courses and distances as follows: (i) South 07-47-17 East (crossing under a Duke Power transmission line) 632.24 feet to an iron rod found, (ii) North 75-40-17 West (crossing back under the Duke Power transmission line) 1,597.19 feet to an iron rod found, and (iii) North 39-00-11 West 595.05 feet to the BEGINNING; LESS and EXCEPTING, that certain 1.91-acre tract, more or less, conveyed by Lillian B. Watterson, et al., by deed recorded in Book 2994 at Page 585). This conveyance is also made subject to the 15-foot right of way and easement granted and described in the deed recorded in Book 1180 at Page 561. The property conveyed herein contains 55.68 acres, more or less, as shown on that certain Boundary Survey for Matt Blackwell, dated April 1, 2008, prepared by Robinson & Sawyer, Inc., from which the foregoing description was taken.

TOGETHER WITH any and all right, title and interest of Grantor in and to any strips or pieces of land located adjacent to and between the northerly boundary of the aforesaid 55.68+/- acre tract and the centerline of Highway 274 (also known as the Gastonia-Bessemer City Highway).

Being also a portion of the property conveyed to Norma E. Watterson by deeds recorded in Book 722 at Page 520 and Book 912 at Page 506 in the Office of the Register of Deeds of Gaston County, North Carolina (See also Estate of Lillian B. Watterson, File Number 89-E-728 in the Office of the Clerk of Court of Gaston County, North Carolina).

**Exhibit B**

**Grantee Property**

Being in Bessemer City, Gaston County, North Carolina and being more particularly described as follows:

Beginning at a 1/2" Iron Rod Set in the southern margin of the 80' right-of-way of Southridge Parkway, having NC Grid Coordinates N:565880.09' and E:1324809.59' and being the northeast corner of the property of Gaston County in Deed Book 4405 Page 1749, Plat Book 77, Page 57; thence with the southern margin of the 80' right-of-way of Southridge Parkway the following 10 calls; S 43°43'51" E a distance of 64.69' to a 1/2" Iron Rod Set; thence with a curve turning to the left with an arc length of 459.65', with a radius of 805.00', with a chord bearing of S 60°05'18" E, with a chord length of 453.43'; thence S 76°26'46" E a distance of 291.06' to a 1/2" Iron Rod Set; thence with a curve turning to the right with an arc length of 170.68', with a radius of 724.99', with a chord bearing of S 69°42'06" E, with a chord length of 170.29'; thence with a compound curve turning to the right with an arc length of 217.12', with a radius of 724.99', with a chord bearing of S 54°22'39" E, with a chord length of 216.31'; thence with a compound curve turning to the right with an arc length of 95.08', with a radius of 724.99', with a chord bearing of S 42°02'26" E, with a chord length of 95.01' to a 1/2" Iron Rod Set; thence with a compound curve turning to the right with an arc length of 285.49', with a radius of 506.54', with a chord bearing of S 24°36'53" E, with a chord length of 281.73' to a 1/2" Iron Rod Set; thence S 08°29'13" E a distance of 401.69' to a 1/2" Existing Iron Rod; thence with a curve turning to the right with an arc length of 450.58', with a radius of 462.18', with a chord bearing of S 19°26'16" W, with a chord length of 432.94' to a 5/8" Existing Iron Rod; thence S 47°22'26" W a distance of 189.23' to a 1/2" Existing Iron Rod to a 1/2" Existing Iron Rod; thence with a curve turning to the left with an arc length of 286.89', with a radius of 1606.22', with a chord bearing of S 42°15'49" W, with a chord length of 286.51' to a 1/2" Iron Rod Set on bank of the road over the creek; thence with the creek the following 41 calls, (1) N 52° 52' 12" W a distance of 19.20'; (2) thence N 22° 17' 59" W a distance of 77.23'; (3) thence N 10° 27' 18" E a distance of 49.59'; (4) thence N 71° 04' 34" W a distance of 54.67'; (5) thence S 77°48'32" W a distance of 12.86'; (2) thence S 33° 05' 38" W a distance of 23.28'; (7) thence S 75°18'47" W a distance of 20.01'; (8) thence N 67° 49' 04" W a distance of 21.24'; (9) thence N 46° 38' 04" W a distance of 37.83'; (10) thence N 60°48'50" W a distance of 32.83'; (11) thence N 53° 13' 08" W a distance of 30.91'; (12) thence N 50°40'57" W a distance of 38.63'; (13) thence N 17° 42' 57" W a distance of 19.65'; (14) thence N 39°17'35" W a distance of 27.55'; (15) thence N 53°41'30" W a distance of 6.91'; (16) thence S 80° 29' 56" W a distance of 7.16'; (17) thence S 36° 44' 42" W a distance of 26.49'; (18) thence S 78° 02' 15" W a distance of 26.14'; (19) thence N 64° 53' 37" W a distance of 32.78'; (20) thence S 62° 47' 10" W a distance of 24.24'; (21) thence N 86° 22' 09" W a distance of 21.70'; (22) thence N 63° 29' 46" W a distance of 61.07'; (23) thence N 53° 15' 37" W a distance of 46.74'; (24) thence N 44° 55' 29" W a distance of 20.96'; (25) thence S 83° 43' 49" W a distance of 18.31'; (26) thence N 85° 00' 04" W a distance of 18.33'; (27) thence N 75° 50' 52" W a distance of 16.90'; (28) thence N 19° 34' 10" W a distance of 15.30'; (29) thence N 00° 33' 03" W a distance of 31.79'; (30) thence N 41° 57' 06" W a distance of 54.96'; (31) thence N 31° 58' 17" W a distance of 35.62'; (32) thence N 54° 49' 21" W a distance of 21.24'; (33) thence N 07° 36' 01" E a distance of 9.93'; (34) thence N 20° 09' 36" E a distance of 20.25'; (35) thence N 16° 18' 13" W a distance of 16.87'; (36) thence N 04° 20' 17" E a distance of 15.08'; (37) thence N 58° 42' 18" W a distance of 20.12'; (38) thence N 72° 01' 07" W a distance of 32.80'; (39) thence N 83° 01' 17" W a distance of 22.90'; (40) thence N 48° 43' 22" W a distance of 49.31'; (41) thence N 14° 01' 29" E a distance of 4.14'; Thence leaving the creek N 14° 01' 29" E a distance of 14.35' to a 5/8" Existing Iron Rod; thence N 14° 01' 29" E a distance of 325.73' to a 5/8" Existing Iron Rod; thence N 75° 08' 35" W a distance of 737.98' to a 5/8" Existing Iron Rod; thence N 14° 47' 23" E a distance of 743.74' to a 5/8" Existing Iron Rod; thence S 76° 33' 37" E a distance of 197.73' to a 5/8" Existing Iron Rod; thence N 36° 18' 38" E a distance of 108.53' to an Existing Iron Rod; thence N 36° 18' 38" E a distance of 198.25' to the point of beginning, having an area of 48.25 acres, more or less.

**Exhibit C**

**Sightline Easement Area**

See attached map.

**Exhibit D**

**Description of Sightline Easement Area**

**SIGHTLINE EASEMENT AREA:**

All that certain variable width Sightline Easement Area located in Bessemer City, Crowders Mountain Township, Gaston County, North Carolina, being more particularly described as follows:

BEGINNING at an metal rebar found in the southerly right-of-way line of Southridge Parkway, said rebar being the northwesterly corner of property owned, now or formerly by Amazon.com Services LLC (Deed Book 5267, Page 1389, Gaston County Register of Deeds), said rebar having NC Grid Coordinates (NAD 83/2011) of  $N(y) = 565,880.09$  feet and  $E(x) = 1,324,809.59$  feet; running thence with the westerly line of said Amazon.com property South 36 deg. 18' 38" West a distance of 4.53 feet to a point, thence with the southerly line of the Sight Triangle Easement herein described North 53 deg. 34' 26" West a distance of 264.66 feet to a point in the southerly right-of-way line of Southridge Parkway; thence with the southerly right-of-way line of Southridge Parkway the following two (2) courses and distances: 1) along a curve to the right an arc distance of 225.83 feet to a point, said curve having a chord bearing of South 56 deg. 31' 49" East, a chord length of 223.99 feet, and a radius of 510.00 feet; and 2) South 43 deg. 50' 42" East a distance of 41.55 feet to the point and place of BEGINNING, containing 0.080 Ac. [3485 Sq.Ft.], more or less, being located entirely upon property owned, now or formerly by Gaston County as recorded in Deed Book 4405, Page 1749, Gaston County Register of Deeds Office.

EXHIBIT C

SIGHT TRIANGLE EASEMENT EXHIBIT  
UPON THE PROPERTY OF: GASTON COUNTY

CROSSING TAX PIN # 3526-46-5121

SCALE: 1"=60'

DEED BOOK 4405, PAGE 1749 PLAT BOOK 77, PAGE 57

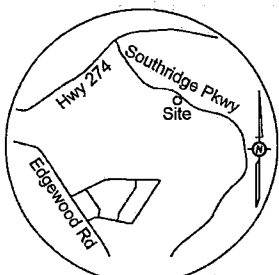
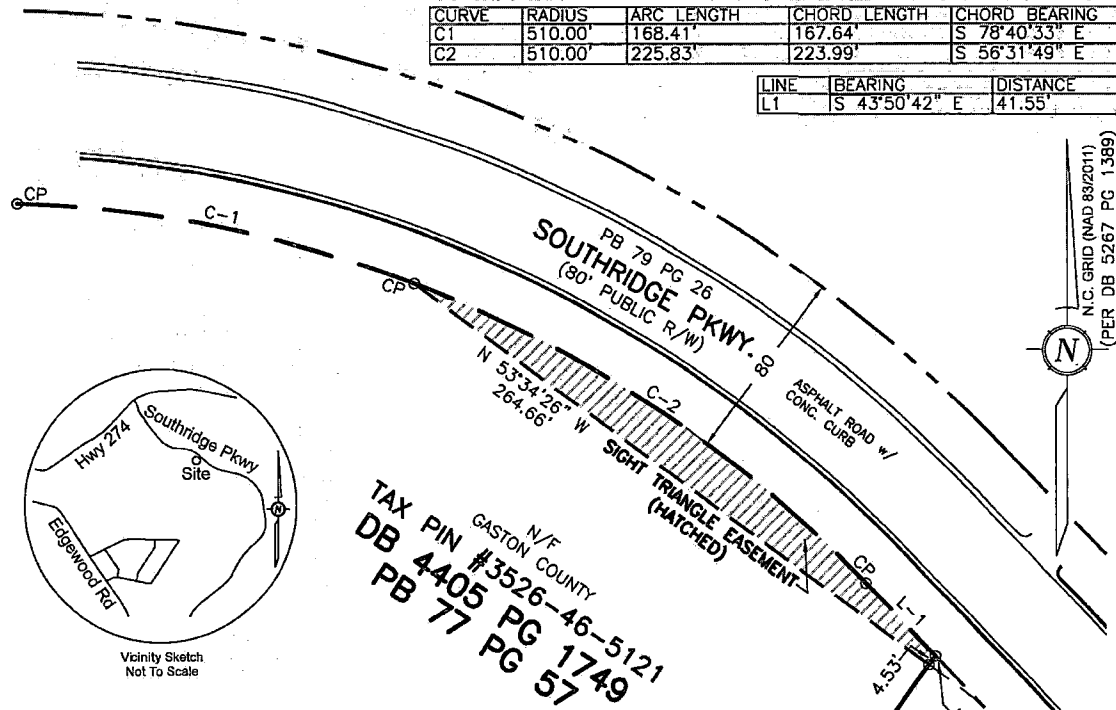
DATE:

BESSEMER CITY, CROWDERS MOUNTAIN Twp., GASTON COUNTY, NC

05 MAY, 2026

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	510.00'	168.41'	167.64'	S 78°40'33" E
C2	510.00'	225.83'	223.99'	S 56°31'49" E

LINE	BEARING	DISTANCE
L1	S 43°50'42" E	41.55'



GASTON COUNTY  
N/F  
TAX PIN #3526-46-5121  
DB 4405 PG 1749  
PB 77 PG 57

NOTES:

THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE LOCATION OF A NEW SIGHT TRIANGLE EASEMENT

APPARENT SOURCE OF TITLE: 4405 PG 1749

PLAT REFERENCE: PB 77 PG 57

TAX PIN # 3526-46-5121

TOTAL AREA OF EASEMENT = 0.080 Ac. [3,485 Sq.Ft.] ±

BOUNDARY INFORMATION IS SHOWN HEREON PER A SURVEY BY SACKS SURVEYING & MAPPING AND TRIPOD LAND SURVEYING DATED 30 JUNE, 2025, AND PER PB 79 PG 26.

PROPERTY LINES NOT SURVEYED IN CONJUNCTION WITH THE PRESENT MAPPING ARE SHOWN HEREON AS DASHED LINES.

THIS SURVEY WAS PREPARED WITHOUT REFERENCE TO A TITLE REPORT. THERE MAY BE EASEMENTS, RIGHTS-OF-WAY, OR OTHER MATTERS AFFECTING THESE PROPERTIES WHICH ARE NOT SHOWN HEREON.

ALL DEEDS AND MAPS NOTED HEREON WERE USED AS REFERENCES IN PREPARING THIS SURVEY.

ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS UNLES NOTED.

ALL EASEMENT CORNERS ARE COMPUTED POINTS (NO MONUMENTS FOUND OR SET) UNLESS NOTED)

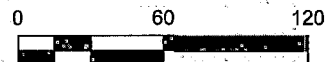
THERE ARE IMPROVEMENTS TO THIS PROPERTY NOT SHOWN HEREON.

**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.**

UNLESS SIGNED, SEALED AND DATED, THIS IS A PRELIMINARY MAP - NOT FOR RECORDING, SALES OR CONVEYANCE.

LEGEND

- RBF = METAL REBAR FOUND
- CP = COMPUTED POINT; NO CORNER MARKER FOUND OR SET
- R/W = RIGHT OF WAY
- N/F = NOW OR FORMERLY



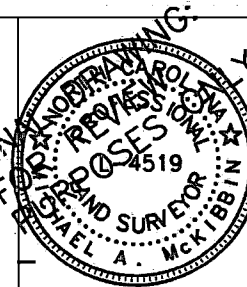
SURVEYOR'S CERTIFICATE

I, MICHAEL A. MCKIBBIN certify that this map was drawn under my supervision (deed description recorded in book 4405, Page 1749 etc.); that the boundaries not surveyed are clearly indicated as drawing from information found in book SEE, page MAP; that the ratio of precision as calculated is 1: 10,000±; and that this map meets the requirements of the Standards of Practice for Surveying in North Carolina (21 NCAC 56.1600).

Pursuant to GS 47-30 (f)(11), this survey is: (c1) of an existing parcel or parcels of land

Witness my original signature, registration number and Seal this 5th day of MAY A.D. 2026.

**NOT A CERTIFIED DOCUMENT**  
SURVEYOR LICENSE NUMBER L-4519



FIRM LIC. NUMBER C-2741

**SSM** SACKS SURVEYING & MAPPING, P.C. LAND SURVEYORS.

FIRM LIC #C-2741

3308-B Edgfield Road Greensboro, NC 27409

(336) 931-0566  
FAX 931-0558  
WWW.SSM.LAND