STATE OF NORTH CAROLINA
COUNTY OF GASTON

TEMPORARY EASEMENT AGREEMENT

THIS DEED OF EASEMENT (the "Temporary Easement Agreement"), is made this 2nd day of December, 2025, by and between Gaston County, a political subdivision of the State of North Carolina, whose address is PO Box 1578 Gastonia, NC 28053 ("Grantor") and Catawba Lands Conservancy, a North Carolina not for profit organization ("Grantee"), whose address is 2400 Park Road, Suite 1, Charlotte, NC 28203:

WITNESSETH:

WHEREAS, the Grantor is the owner of a certain parcel or tract of land having been acquired by Grantor by instrument recorded in Deed Book 2030 at Page 246 of the Gaston County Register of Deeds Office (the "Property") and shown on the map attached hereto as Exhibit A (the "Property and Easement Map") and incorporated herein by reference; and

WHEREAS, Grantee desires to acquire a temporary easement over, across, and through the Property as shown on the Property and Easement Map and as described herein for the purpose(s) described below, including without limitation the construction of a trailhead area, overlook deck, art sculptures, trashcans, benches located along the Mountainside Trail (as such trail is shown on the Property and Easement Map) within the Property and proceeding to Spencer Mountain (the "Project"); and

WHEREAS, Grantee desires to establish temporary staging areas for its contractor(s) at the trailhead area, overlook deck and art sculpture sites within the Property as shown on the Property and Easement Map.

NOW THEREFORE, the Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, to them in hand paid, does hereby:

1. **Grant of Temporary Easement**: Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, the right and easement over, across and upon the Property for the Project and the purpose(s) indicated below and so labeled on the Map and including up to five (5) benches along the Mountainside Trail in George Poston Park, the location of which will be provided to Grantor at least thirty (30) days before construction of the benches begin (the "Temporary Easement"). The Temporary Easement shall be limited in time and shall become null and void twelve (12) months after completion of construction of the Project.

_____X_____Temporary Construction Easement Grantor Initial _____/_____
_____X_____Temporary Planting Easement Grantor Initial _____/_____

2. **Inclusive of Improvements:** This conveyance includes all improvements located within the Temporary Easement area.

3. **No Interference:** Grantor shall not construct, locate or install any improvements, including landscaping, within the Temporary Easement area, or otherwise make use of the Temporary Easement area in a way that is inconsistent with or would otherwise interfere with Grantee's ability to exercise its rights hereunder.

4. **Interpretation:** 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.

TO HAVE AND TO HOLD the Temporary Easement unto the Grantee, its successors and assigns, for the aforesaid uses and purposes and none other.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee by their respective duly authorized representatives, have caused this Temporary Easement Agreement to be executed as of the day and year first above written.

GRANTOR:

GASTON COUNTY

By: _____

Name: Matthew Rhoten

Its: Gaston County Manager

STATE OF NORTH CAROLINA

COUNTY OF Gaston

I, Lathie Forrester, a Notary Public for the County and State aforesaid, certify that Matthew Rhoten personally came before me this day and acknowledged that he/she is manager of Gaston County and that he/she, as manager, being authorized to do so, executed the foregoing on behalf of the corporation and the said manager acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 26th day of November, 2025.

Lathie Forrester

Notary Public

My commission expires:

July 28, 2026

[NOTARY SEAL]

Lathie Forrester
NOTARY PUBLIC
Gaston County, NC

GRANTEE:

CATAWBA LANDS CONSERVANCY

By: _____

Name: C. Barton Landess

Its: Executive Director

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Sean Bloom, a Notary Public of the County and State aforesaid, certify that C. Barton Landess personally came before me this day and acknowledged that he is Executive Director of **CATAWBA LANDS CONSERVANCY**, a North Carolina nonprofit corporation, and that he, as Executive Director, being authorized to do so, executed the foregoing on behalf of the corporation and acknowledged the said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal this 2 day of December, 2025.

_____

Notary Public

My Commission Expires:

09-23-2026

[NOTARY SEAL]

SEAN M. BLOOM
My Commission Expires
NOTARY
PUBLIC
09-23-26
GASTON COUNTY, NC

****

The foregoing Certificate(s) of _____

_____

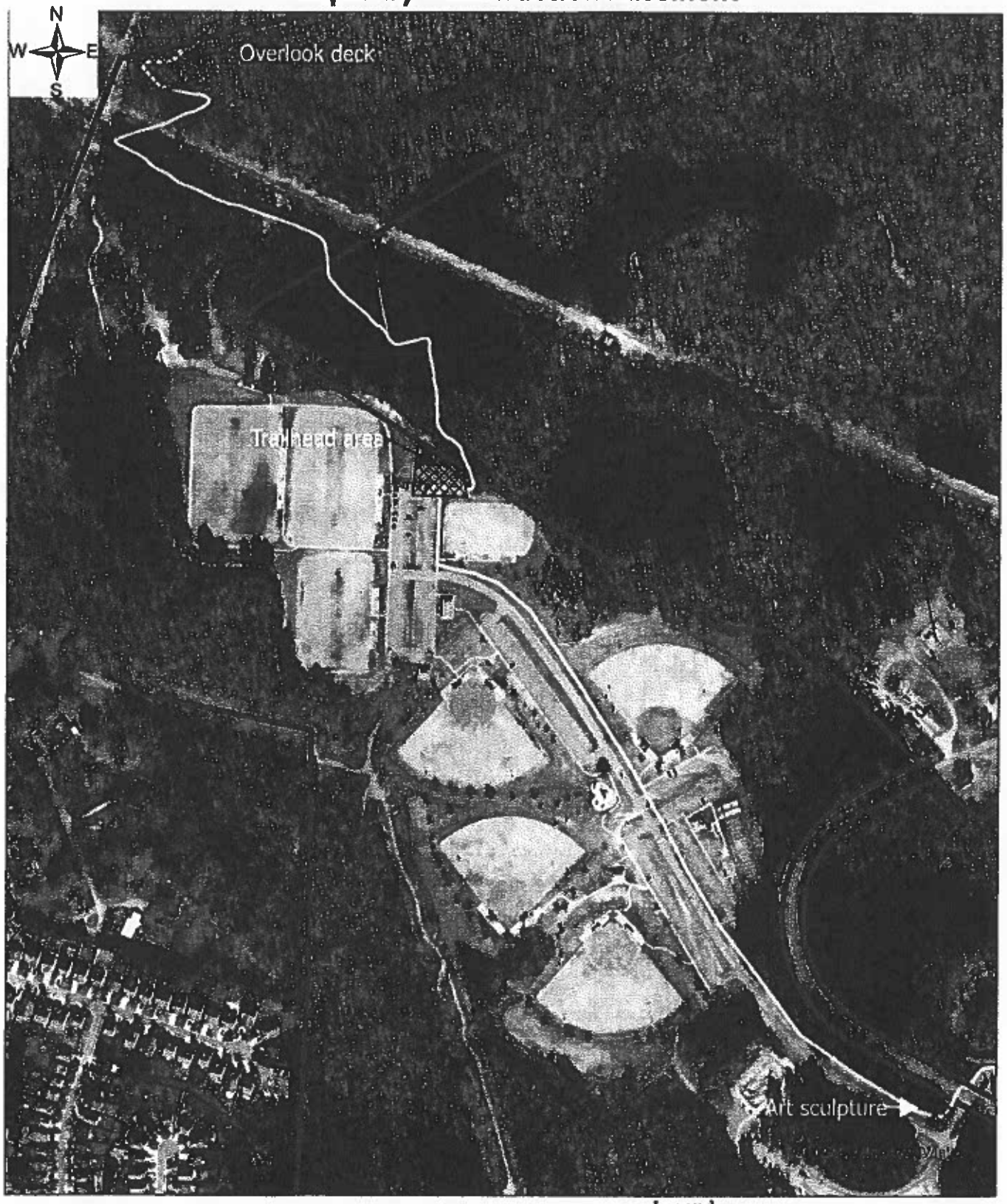
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on first page hereof.

_____ REGISTER OF DEEDS FOR GASTON COUNTY

By _____ Deputy/Assistant-Register of Deed

EXHIBIT A

George Poston Park
Temporary Construction Easement



0 165 330 660 Feet

Spencer Mountain Construction
Gaston County, NC
Projection: NAD 1983
Created by ACL 11/20/2025

Legend

- Base Loop Trail (1.6 miles)
- Mountainside Trail (1.1 miles)
- Temporary Staging Areas
- George Poston Park