INTERLOCAL COOPERATION AGREEMENT BETWEEN LINCOLN COUNTY and THE CITY OF LINCOLNTON

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into this the ____ day of _____, 2023 by and between **LINCOLN COUNTY**, a North Carolina body corporate and politic (the "County") and the **CITY OF LINCOLNTON**, a North Carolina municipal corporation (the "City"). The City and the County shall be referred to collectively as the "Parties."

W I T N E S S E T H

WHEREAS, the Lincoln County Board of Commissioners (the "Board") and the Lincolnton City Council (the "Council") have found and determined that it is in the interest of its citizens to enter into this Agreement for the City to divest its interest in the property jointly owned with the County that is leased by the Lincolnton-Lincoln County Airport Authority (the "Airport Authority"); and

WHEREAS, the Airport Authority currently operates the Lincolnton-Lincoln County Regional Airport (the "Airport") that is located on the real property described in Exhibit A of this Agreement (the "Airport Property"); and

WHEREAS, the County owns and leases the real property described as Lincoln County Parcel Nos. 01170 and 70197 (the "Oaklawn Property"); and

WHEREAS, the County owns the real property described as Lincoln County Parcel Nos. 01209, 01208, and 20754 (the "Farmers' Market Property"); and

WHEREAS, the County owns the real property described as Lincoln County Parcel No. 01206 (the "Bus Garage Property"); and

WHEREAS, the County owns and leases the real property described as Lincoln County Parcel 01207 (the "Old Jail Property"); and

WHEREAS, the County owns the real property described as Lincoln County Parcel 01236 (the "Old Courthouse"); and

WHEREAS, the Interlocal Cooperation Act, as codified in N.C.G.S. §160A-460 through §160A-466, allows and provides for units of local government to enter into agreements in order to execute any undertaking providing for the contractual exercise by one unit of any power, function, public enterprise, right, privilege or immunity of local government; and

WHEREAS, the County and City, as local governments, are authorized to enter into this Agreement pursuant to N.C.G.S. § 160A-274 to exchange property upon such terms and conditions as the Parties deems wise; and

WHEREAS, the governing bodies of the County and City have ratified this Agreement by resolutions being recorded in their respective minutes.

NOW THEREFORE, in consideration of the mutual conditions, covenants, and performances called for herein, the Parties hereto agree to the following:

(A) CONVEYANCE OF AIRPORT PROPERTY TO COUNTY.

The City desires to divest itself of all ownership it currently has in the Airport Properties, for which it owns a 50% interest in all of said properties, and the County desires to accept the conveyance of said interest resulting in the County owning 100% interest in said properties.

The City also wishes to divest itself of all responsibilities and roles that it has as a sponsor of the Airport, for which the County is the other sponsor and has agreed to accept the sole role of sponsor, subject to final approval of the Federal Aviation Administration ("FAA") and North Carolina Department of Transportation ("NCDOT").

(1) The Airport Closing. The conveyance of the Airport Properties from the City to the County shall be referred to herein as the "Airport Closing."

(2) Closing Date. The Airport Closing Date shall occur on, or prior to, the 31st day of January, 2024 or within 30 days of the termination of the City's sponsorship role or within 30 days of the abolishment of the Airport Authority, whichever is later.

(3) Requirements of Closing.

a. At the Airport Closing, the City shall deliver to the County the following:

i. A Special Warranty Deed fully executed by the City in recordable form conveying the Airport Property to the County free and clear of all encumbrances to title;

ii. Assignments and other documents and instruments as may be reasonably required by the County to assign to County all of the City's rights, title, and interest of whatever nature in, and to, the Airport Property;

iii. A lien affidavit in a form satisfactory to the title insurance company chosen by the County to insure title to the Airport Property; and

iv. Such other documents and instruments as may be reasonably required by the County to effectuate the Airport Closing.

b. At the Airport Closing, the County shall deliver to the City any such documents and instruments as may be reasonably necessary for the City to effectuate the Airport Closing.

(4) Representations, Warranties, Covenants and Agreements of City. The City hereby represents, warrants and covenants that:

a. The City is the owner of the 50% fee simple, good and marketable title interest to the Airport Property;

b. The Airport Property is free and clear of all liens and encumbrances;

c. There are no suits, judgments, tax liens, executions, bankruptcies or other actions, pending or threatened against the City, or which might affect the Airport Property;

d. There is no dispute with anyone concerning location of property lines or corners and there are no encroachments of improvements onto the Airport Property from adjacent properties and no encroachments of improvements from the Airport Property onto adjacent property;

e. There are no parties in possession of the Airport Property other than County, who owns the remaining 50% interest, and the Airport Authority, who has a lease interest in the Airport Property as of the date of this Agreement;

f. The City has no knowledge of any action or proceeding pending, threatened or instituted for the condemnation of any part of Airport Property nor any adjacent property, nor has the City received from any governmental agency any notification of any pending public improvements relating to the Airport Property nor any adjacent property or requirements with respect to any repairs, replacements or alterations to Airport Property that have not been satisfactorily made;

g. The City further covenants that there are no pending assessment liens other than usual ad valorem taxes of any nature against the Airport Property;

h. The Airport Property is accessible from public roads, and there is adequate ingress and egress to and from the Airport Property from public roads;

i. To the best of the City's knowledge, the City is unaware of any latent defect regarding the Airport Property such as sinkholes or other conditions which would materially affect the use of the Airport Property as contemplated by the County or otherwise;

j. To the best of the City's knowledge, the Airport Property does not or shall not contain (i) asbestos in any form, (ii) urea formaldehyde foam insulation, or (iii) any other chemical, material or substance, exposure to which is

prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may pose a hazard to the health and safety of the occupants of the Airport Property or the owners of property adjacent thereto;

k. To the best of the City's knowledge, the Airport Property complies in all respects with applicable environmental laws, regulations and court or administrative orders, there are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment or regulatory requirement, and there are no areas on the Airport Property where hazardous substances have either been disposed of, released or found; and

l. The City will take no action from the date hereof to the Airport Closing Date which would result in the creation of any lien or encumbrance on the Airport Property, will not perform any grading or excavation, construction or removal of any improvements or make any other change or improvement to the Airport Property (except for those projects already approved by the City and County jointly), and will not commit any waste or nuisance upon the Airport Property.

(5) Assumption of All Responsibilities as Sponsor. The City and County are currently joint sponsors of the Airport, pursuant to requirements of the FAA and NCDOT. The County has agreed to take on all responsibilities required of airport sponsors under federal law for the Airport, and the City agrees to assist in that process to any extent required.

(B) CONVEYANCE OF OAKLAWN, BUS GARAGE, AND FARMERS' MARKET PROPERTIES TO CITY.

The County desires to convey to the City, and the City desires to accept, the Oaklawn Property, Bus Garage Property, and the Farmers' Market Property located within the City of Lincolnton.

(1) The City Properties Closing. The conveyance of the Farmers' Market Property, the Bus Garage Property,and the Oaklawn Property from the County to the City shall be referred to herein as the "City Properties Closing."

(2) Closing Date. The Airport Closing Date shall occur on, or prior to, the 31st day of January, 2024.

(3) Requirements of Closing.

a. At the City Properties Closing, the County shall deliver to the City the following:

i. A Special Warranty Deed fully executed by the County in recordable form conveying the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property to the City free and clear of all encumbrances to title;

ii. Assignment of Leases for all current leases with lessees of the Oaklawn Property, including Communities in Schools and Gaston Community Action, Inc. from the County to the City;

iii. All other assignments and other documents and instruments as may be reasonably required by the City to assign to City all of the County's rights, title, and interest of whatever nature in, and to, the Farmers' Market Property, the Bus Garage Property and/or the Oaklawn Property;

iv. A lien affidavit in a form satisfactory to the title insurance company chosen by the City to insure title to the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property; and

v. Such other documents and instruments as may be reasonably required by the City to effectuate the City Properties Closing.

b. At the City Properties Closing, the City shall deliver to the County any such documents and instruments as may be reasonably necessary for the County to effectuate the City Properties Closing.

(4) Representations, Warranties, Covenants and Agreements of the County. The County hereby represents, warrants and covenants that:

a. The County is the owner of the fee simple, good and marketable title interest to the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property;

b. The Farmers' Market Property, the Bus Garage Property and the Oaklawn Property are free and clear of all liens and encumbrances;

c. There are no suits, judgments, tax liens, executions, bankruptcies or other actions, pending or threatened against the County, or which might affect the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property;

d. There is no dispute with anyone concerning location of property lines or corners and there are no encroachments of improvements onto the

Farmers' Market Property, the Bus Garage Property and the Oaklawn Property from adjacent Property and no encroachments of improvements from the Farmers' Market Property, the Bus Garage Property and/or the Oaklawn Property onto adjacent property;

e. There are no parties in possession of the Farmers' Market Property or the Bus Garage Property as of the date of this Agreement;

f. There are two (2) parties in possession, by and through leases with the County, of the Oaklawn Property as of the date of this Agreement, including Communities in Schools and Gaston Community Action, Inc.;

g. The County has no knowledge of any action or proceeding pending, threatened or instituted for the condemnation of any part of Farmers' Market Property, the Bus Garage Property and the Oaklawn Property nor any adjacent property, nor has the County received from any governmental agency any notification of any pending public improvements relating to the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property nor any adjacent property or requirements with respect to any repairs, replacements or alterations to Farmers' Market Property, the Bus Garage Property and the Oaklawn Property that have not been satisfactorily made;

h. The County further covenants that there are no pending assessment liens other than usual ad valorem taxes of any nature against the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property;

i. The Farmers' Market Property, the Bus Garage Property and the Oaklawn Property are accessible from public roads, and there is adequate ingress and egress to and from the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property from public roads;

j. To the best of the County's knowledge, the County is unaware of any latent defect regarding the Farmers' Market Property, the Bus Garage Property and/or the Oaklawn Property such as sinkholes or other conditions which would materially affect the use of the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property as contemplated by the City or otherwise;

k. To the best of the County's knowledge, the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property do not or shall not contain (i) asbestos in any form, (ii) urea formaldehyde foam insulation, or (iii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may pose a hazard to the health and safety of the

occupants of the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property or the owners of property adjacent thereto;

l. To the best of the County's knowledge, the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property comply in all respects with applicable environmental laws, regulations and court or administrative orders, there are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment or regulatory requirement, and there are no areas on the Farmers' Market Property, the Bus Garage Property, and/or the Oaklawn Property where hazardous substances have either been disposed of, released or found; and

m. The County will take no action from the date hereof to the City Properties Closing date which would result in the creation of any lien or encumbrance on the Farmers' Market Property, the Bus Garage Property, and/or the Oaklawn Property, will not perform any grading or excavation, construction or removal of any improvements or make any other change or improvement to the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property (except for those projects already approved), and will not commit any waste or nuisance upon the Farmers' Market Property, the Bus Garage Property and the Oaklawn Property.

(C) CONVEYANCE OF OLD JAIL PROPERTY TO CITY.

The County desires to convey to the City, and the City desires to accept, the Old Jail Property located within the City of Lincolnton. The Old Jail Property is currently leased to the State of North Carolina for adult probation, and a new location for adult probation will need to be determined prior to the conveyance of said property to the City.

(1) The Old Jail Property Closing. The conveyance of the Old Jail Property from the County to the City shall be referred to herein as the "Old Jail Closing."

(2) Closing Date. The Old Jail Closing shall occur on, or prior to, the 31st day of December, 2026.

(3) Requirements of Closing.

a. At the Old Jail Closing, the County shall deliver to the City the following:

i. A Special Warranty Deed fully executed by the County in recordable form conveying the Old Jail Property to the City free and clear of all encumbrances to title;

ii. All assignments and other documents and instruments as may be reasonably required by the City to assign to City all of the County's rights, title, and interest of whatever nature in, and to, the Old Jail Property;

iii. A lien affidavit in a form satisfactory to the title insurance company chosen by the City to insure title to the Old Jail Property; and

iv. Such other documents and instruments as may be reasonably required by the City to effectuate the Old Jail Closing.

b. At the Old Jail Closing, the City shall deliver to the County any such documents and instruments as may be reasonably necessary for the County to effectuate the Old Jail Closing.

(4) Representations, Warranties, Covenants and Agreements of the County. The County hereby represents, warrants and covenants that:

a. The County is the owner of the fee simple, good and marketable title interest to the Old Jail Property;

b. The Old Jail Property are free and clear of all liens and encumbrances;

c. There are no suits, judgments, tax liens, executions, bankruptcies or other actions, pending or threatened against the County, or which might affect the Old Jail Property;

d. There is no dispute with anyone concerning location of property lines or corners and there are no encroachments of improvements onto Old Jail Property from adjacent property and no encroachments of improvements from the Old Jail Property onto adjacent property;

e. There are no parties in possession of the Old Jail Property as of the date of this Agreement;

f. The County has no knowledge of any action or proceeding pending, threatened or instituted for the condemnation of any part of Old Jail Property nor any adjacent property, nor has the County received from any governmental agency any notification of any pending public improvements relating to the Old Jail Property nor any adjacent property or requirements with respect to any repairs, replacements or alterations to Old Jail Property that have not been satisfactorily made;

g. The County further covenants that there are no pending assessment liens other than usual ad valorem taxes of any nature against the Old Jail Property;

h. The Old Jail Property are accessible from public roads, and there is adequate ingress and egress to and from the Old Jail Property from public roads;

i. To the best of the County's knowledge, the County is unaware of any latent defect regarding the F Old Jail Property such as sinkholes or other conditions which would materially affect the use of the Old Jail Property contemplated by the City or otherwise;

j. To the best of the County's knowledge, the Old Jail Property do not or shall not contain (i) asbestos in any form, (ii) urea formaldehyde foam insulation, or (iii) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may pose a hazard to the health and safety of the occupants of the Old Jail Property or the owners of property adjacent thereto;

k. To the best of the County's knowledge, the Old Jail Property comply in all respects with applicable environmental laws, regulations and court or administrative orders, there are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment or regulatory requirement, and there are no areas on the Old Jail Property where hazardous substances have either been disposed of, released or found; and

l. The County will take no action from the date hereof to the Old Jail Closing date which would result in the creation of any lien or encumbrance on the Old Jail Property, will not perform any grading or excavation, construction or removal of any improvements or make any other change or improvement to the Old Jail Property (except for those projects already approved), and will not commit any waste or nuisance upon the Old Jail Property.

(D) CONVEYANCE OF THE OLD COURTHOUSE TO CITY.

The County currently owns the Old Courthouse which is located on the court square in downtown Lincolnton. The County and City believe that it is in the best interest of its citizens to eventually convey the Old Courthouse to the City, in the near future. However, given the unknown of the future of the Old Courthouse and the financial burden of future renovation, the City and County have concluded that the County will retain ownership, at this time.

The County has received an appropriation from the North Carolina General Assembly in the amount of $4.5 Million for the renovation of the Old Courthouse, and said funds must be expended prior to the County divesting its interest in the Old Courthouse. Therefore, the Parties agree that the County shall conveys its interest in the Old Courthouse to the City upon expenditure of all funds, and when both Parties determine that it is in their best interest to do so. The conveyance of said Old Courthouse shall be subject to a separate agreement to be drafted at a future date.

(E) MISCELLANEOUS PROVISIONS.

(1) Amendment to Agreement. Any amendments to this Agreement shall be effective only when reduced to writing and adopted in the same manner as this contract is required to be adopted.

(2) Notice. All notices given pursuant to the terms of this Agreement shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepared, to the following entities:

The City:
City of Lincolnton
Attn: City Manager
114 Sycamore Street
Lincolnton, NC 28092

The County:
Lincoln County
Attn: County Manager
P.O. Box 738
Lincolnton, NC 28093

(3) Entire Agreement. This Agreement embodies the entire agreement between the parties in connection with this transaction, and there are no oral or parole agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein and covered hereby.

(4) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

(5) Mutual Negotiation. Both the County and the City acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by respective counsel for both the County and the City. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

(6) Severability. If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such

invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

(7) Dispute Resolution. In the event of a dispute arising from this Agreement, the Parties agree to take the following actions as conditions precedent to any party hereto filing an action arising from the Agreement:

a. The Lincolnton City Manager and the Lincoln County Manager shall meet in an attempt to informally mediate the dispute; and

b. If said Managers are unable to successfully mediate said dispute, the Lincolnton Mayor and Lincolnton City Manager shall attempt to mediate the dispute with the Lincoln County Manager and the Chairperson of the Lincoln County Board of Commissioners.

c. If the parties, after taking the steps provided hereinabove, are unable to successfully mediate their dispute, then either party may file an action in the Lincoln County Superior Court for a determination of the parties' respective rights and liabilities therein.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed in their respective names by their proper officials, all by authority of resolution of the governing bodies of each of the taxing units duly adopted, this the day and year first above written.

SIGNATURES TO APPEAR ON FOLLOWING PAGE

CITY OF LINCOLNTON,
a North Carolina municipal corporation

BY: _____
Ed Hatley, Mayor

ATTEST:

(SEAL)

_____
Daphne Ingram, City Clerk

Approved as to form on behalf of the City of Lincolnton.

_____
John Friguglietti, Jr., City Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I _____, a Notary Public, do hereby certify that **Daphne Ingram** came before me this day and acknowledge that she is the City Clerk of the City of Lincolnton, a North Carolina Municipal Corporation, and that by authority duly given and as the act of the City Council of the City of Lincolnton, the foregoing instrument was signed in its name and by its Mayor, sealed with its corporate seal and attested by her, its City Clerk.

Witness my hand and official seal this _____ day of _____, 2023.

(SEAL)

_____
Notary Public
My Commission Expires: _____

LINCOLN COUNTY,
a North Carolina body corporate and politic

BY: _____
Carrol D. Mitchem
Chairman of the Board of Commissioners

ATTEST:

(SEAL)

_____
Jennifer M. Farmer, County Clerk

Approved as to form on behalf of Lincoln County.

_____
Megan H. Gilbert, County Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I _____, a Notary Public, do hereby certify that **Jennifer M. Farmer** came before me this day and acknowledge that she is the County Clerk of Lincoln County, a North Carolina body corporate and politic, and that by authority duly given and as the act of the Board of Commissioners of Lincoln County, the foregoing instrument was signed in its name and by its Chairman of the Board of Commissioners, sealed with its corporate seal and attested by her, its County Clerk.

Witness my hand and official seal this _____ day of _____, 2023.

(SEAL)

_____
Notary Public
My Commission Expires:

_____

EXHIBIT A

(The "Airport Property")

Parcel ID	TOWNSHIP	PHYSICAL ADDRESS / LOCATION	ZONING
50249	IRONTON	732 Jack Dellinger Dr	I-G
51336	IRONTON	724 Jack Dellinger Dr	I-G
51595	IRONTON	Caldwell Cir	R-SF
82838	IRONTON	Caldwell Cir	R-SF
01660	IRONTON	Caldwell Cir	R-SF
57065	IRONTON	Caldwell Cir	R-SF
25262	IRONTON	Caldwell Cir	R-SF
26126	IRONTON	Secret Hollow Ln	R-SF
27862	IRONTON	Secret Hollow Ln	R-SF
28511	IRONTON	Caldwell Cir	R-SF
27494	IRONTON	Secret Hollow Ln	R-SF
01661	IRONTON	Caldwell Cir	R-SF
29046	IRONTON	Caldwell Cir	R-SF
78394	IRONTON	Oakwood Cir	R-T
29465	IRONTON	Secret Hollow Ln	R-SF
28063	IRONTON	Caldwell Cir	R-SF
29513	IRONTON	Caldwell Cir	R-SF
29514	IRONTON	Caldwell Cir	R-SF
55811	IRONTON	NC 73 Hwy	I-G
02074	IRONTON	Jack Dellinger Dr	I-G
76260	IRONTON	Asbury Church Rd	I-G
76261	IRONTON	Asbury Church Rd	I-G
02864	IRONTON	Lee Moore Rd	R-T
27238	IRONTON	Oakwood Cir	R-T
83537	IRONTON	NC 73 Hwy	I-G
81881	IRONTON	Jack Dellinger Dr	I-G
84070	IRONTON	NC 73 Hwy	I-G
55384	IRONTON	Oakwood Cir	R-T
51845	IRONTON	Jack Dellinger Dr	I-G
82802	IRONTON	NC 73 Hwy	I-G
28992	IRONTON	Caldwell Cir	R-SF
53363	IRONTON	Smith Family Ln	R-T
55815	IRONTON	Jack Dellinger Dr	I-G
74143	IRONTON	Jack Dellinger Dr	I-G
23568	IRONTON	Asbury Church Rd	R-S
28519	IRONTON	Jack Dellinger Dr	I-G & R-T
23581	IRONTON	Jack Dellinger Dr	I-G
23549	IRONTON	Smith Family Ln	R-T
02077	IRONTON	716 Jack Dellinger Dr	I-G

LEGEND

- SET #5 REBAR
- SURVEYED PROPERTY LINE
- R/W — SURVEYED RIGHT OF WAY
- ABANDONED PROPERTY LINE
- APPROXIMATE EXISTING LEASE AREA
- APPROXIMATE EXISTING EASEMENT AS NOTED
- PROPERTY LINES NOT SURVEYED
- TIE LINE
- CREEK/STREAM CENTERLINE
- FENCE

FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	DB	DEED BOOK
FIRM	FLOOD INSURANCE RATE MAP	MB/PB	MAP/PLAT BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM	PG	PAGE
GIS	GEOGRAPHICAL INFORMATION SYSTEM	R/W	RIGHT OF WAY
NCGS	NORTH CAROLINA GEODETIC SURVEY	G.S.	GENERAL STATUTE
PIN	PARCEL IDENTIFICATION NUMBER	(TYP)	TYPICAL
NCDOT	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	CONC	CONCRETE
TIP	TRANSPORTATION IMPROVEMENT PROJECT	NC	NORTH CAROLINA
VRS	VIRTUAL REFERENCE STATION	℄	CENTERLINE
CORS	CONTINUOUSLY OPERATING REFERENCE STATION	CLORK	CREEK CENTERLINE
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	ELEV	ELEVATION
NAD83	NORTH AMERICAN DATUM OF 1983	U/A/D	UNDER AGREEMENT DATED
FRIS	FLOOD RISK INFORMATION SYSTEM	SQ.FT.	SQUARE FEET
CP	CALCULATED POINT, NOT SET	NTS	NOT TO SCALE

NOTARY CERTIFICATE

NORTH CAROLINA, _____ COUNTY

I, _____
A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT

_____
PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS

_____ DAY OF _____, 20____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF OWNERSHIP AND DEDICATION

I/WE DO HEREBY CERTIFY THAT I/WE ARE ALL OF THE OWNERS OF FEE SIMPLE TITLE TO THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF LINCOLN COUNTY AND THAT I/WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY/OUR FREE CONSENT AND ESTABLISH MINIMUM LOT SIZE AND BUILDING SETBACK LINES AS NOTED.

_____
OWNER DATE

GPS CERTIFICATION

I, GAVIN D. PROFFIT, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:
(1) CLASS OF SURVEY: CLASS A
(2) POSITIONAL ACCURACY: ±0.100'
(3) TYPE OF GPS FIELD PROCEDURE: RTK
(4) DATE OF SURVEY: 2023-08-17
(5) DATUM/EPOCH: NAD 83(2011)
(6) PUBLISHED/FIXED-CONTROL USED: NCOS WAY
(7) GEOID MODEL: GEOID18
(8) COMBINED GRID FACTOR(S) AT GRID TIE: 1.0001559243
(9) UNITS: METERS CONVERTED TO US SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 27TH DAY OF NOVEMBER, A.D., 2023

PRELIMINARY
NOT FOR RECORDATION, SALES, OR CONVEYANCES
GAVIN D. PROFFIT, PROFESSIONAL LAND SURVEYOR L-5298

PLAT CERTIFICATION

I, Gavin D. Proffit CERTIFY,

THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AND PAGE AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK AND PAGE AS SHOWN; THAT THE POSITIONAL ACCURACY AS CALCULATED IS 0.10' OR GREATER, AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

27TH DAY OF NOVEMBER, A.D., 2023

NORTH CAROLINA PROFESSIONAL SEAL L-5298 LAND SURVEYOR GAVIN D. PROFFIT

PRELIMINARY
NOT FOR RECORDATION, SALES, OR CONVEYANCES
GAVIN D. PROFFIT, PROFESSIONAL LAND SURVEYOR L-5298

REVIEW OFFICER CERTIFICATE

I, _____ REVIEW OFFICER OF LINCOLN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____
REVIEW OFFICER DATE

WATER SUPPLY WATERSHED CERTIFICATE

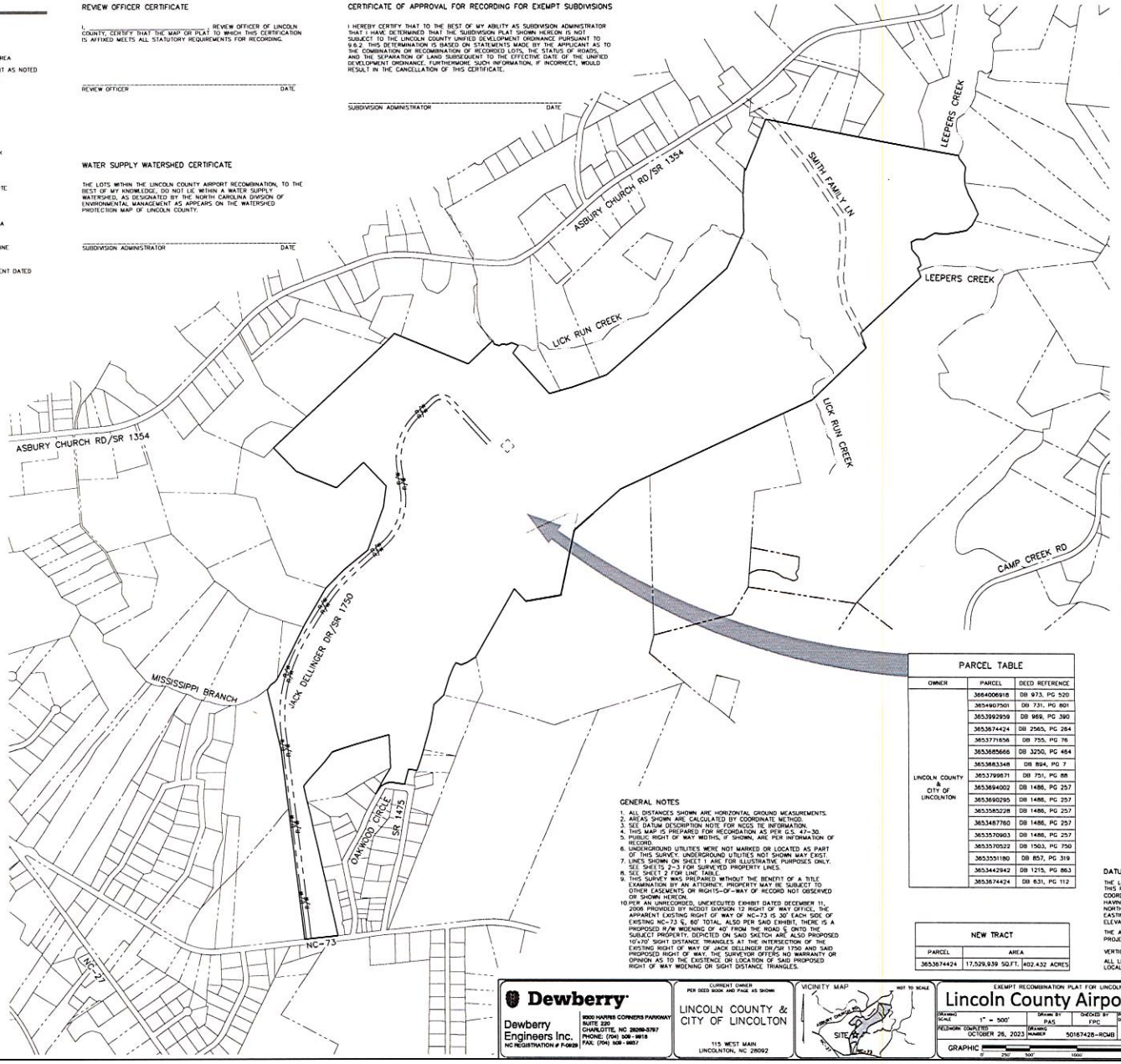
THE LOTS WITHIN THE LINCOLN COUNTY AIRPORT RECOMBINATION, TO THE BEST OF MY KNOWLEDGE, DO NOT LIE WITHIN A WATER SUPPLY WATERSHED, AS DESIGNATED BY THE NORTH CAROLINA DIVISION OF ENVIRONMENTAL MANAGEMENT AS APPEARS ON THE WATERSHED PROTECTION MAP OF LINCOLN COUNTY.

_____
SUBDIVISION ADMINISTRATOR DATE

CERTIFICATE OF APPROVAL FOR RECORDING FOR EXEMPT SUBDIVISIONS

I HEREBY CERTIFY THAT TO THE BEST OF MY ABILITY AS SUBDIVISION ADMINISTRATOR THAT I HAVE DETERMINED THAT THE SUBDIVISION PLAT SHOWN HEREON IS NOT SUBJECT TO THE LINCOLN COUNTY UNIFIED DEVELOPMENT ORDINANCE PURSUANT TO 9.6.2. THIS DETERMINATION IS BASED ON STATEMENTS MADE BY THE APPLICANT AS TO THE COMBINATION OR RECOMBINATION OF RECORDED LOTS, THE STATUS OF ROADS, AND THE SEPARATION OF LAND SUBSEQUENT TO THE EFFECTIVE DATE OF THE UNIFIED DEVELOPMENT ORDINANCE. FURTHERMORE SUCH INFORMATION, IF INCORRECT, WOULD RESULT IN THE CANCELLATION OF THIS CERTIFICATE.

_____
SUBDIVISION ADMINISTRATOR DATE



SHEET KEY
NOT TO SCALE

811 Know what's below. Call before you dig.

REFERENCES

1. DB 973, PG 520
2. DB 731, PG 801
3. DB 959, PG 390
4. DB 541, PG 153
5. DB 541, PG 154
6. DB 641, PG 031
7. DB 541, PG 156
8. DB 541, PG 160
9. DB 639, PG 304
10. DB 641, PG 26
11. DB 751, PG 88
12. DB 1486, PG 257
13. DB 3250, PG 484
14. DB 894, PG 5
15. DB 1503, PG 780
16. DB 755, PG 76
17. DB 857, PG 319
18. DB 1213, PG 863
19. THAT UNRECORDED PLAT ENTITLED "RECOMBINATION SURVEY FOR LINCOLN COUNTY, NC & THE CITY OF LINCOLNTON, NC OF THE LINCOLNTON-LINCOLN COUNTY REGIONAL AIRPORT" BY T. RILEY CASEY, PLS, DATED 04-18-2023.
20. UNRECORDED, UNEXECUTED EXHIBIT PROVIDED BY NCDOT DIVISION 12 RIGHT OF WAY OFFICE, DATED DECEMBER 11, 2006.
21. LINCOLN COUNTY GIS

PARCEL TABLE

OWNER	PARCEL	DEED REFERENCE
LINCOLN COUNTY / CITY OF LINCOLNTON	3644006918	DB 973, PG 520
	3654907501	DB 731, PG 801
	3653992959	DB 959, PG 390
	3653674424	DB 2565, PG 284
	3653771656	DB 755, PG 76
	3653685666	DB 3250, PG 484
	3653683348	DB 894, PG 7
	3653799571	DB 751, PG 88
	3653694002	DB 1486, PG 257
	3653690295	DB 1486, PG 257
	3653585228	DB 1486, PG 257
	3653487760	DB 1486, PG 257
	3653570903	DB 1486, PG 257
	3653570522	DB 1503, PG 750
	3653551180	DB 857, PG 319
	3653442942	DB 1215, PG 863
	3653674424	DB 631, PG 112

NEW TRACT

PARCEL	AREA
3653674424	17,529,939 SQ.FT. 402.432 ACRES

GENERAL NOTES

1. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND MEASUREMENTS.
2. AREAS SHOWN ARE CALCULATED BY COORDINATE METHOD.
3. SEE DATUM DESCRIPTION NOTE FOR NCGS TIE INFORMATION.
4. THIS MAP IS PREPARED FOR RECORDATION AS PER G.S. 47-30.
5. PUBLIC RIGHT OF WAY WIDTHS, IF SHOWN, ARE PER INFORMATION OF RECORD.
6. UNDERGROUND UTILITIES WERE NOT MARKED OR LOCATED AS PART OF THIS SURVEY. UNDERGROUND UTILITIES NOT SHOWN MAY EXIST.
7. LINES SHOWN ON SHEET 1 ARE FOR ILLUSTRATIVE PURPOSES ONLY. SEE SHEETS 2-3 FOR SURVEYED PROPERTY LINES.
8. SEE SHEET 2 FOR LINE TABLE.
9. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS OR RIGHTS-OF-WAY OF RECORD NOT OBSERVED OR SHOWN HEREON.
10. PER AN UNRECORDED, UNEXECUTED EXHIBIT DATED DECEMBER 11, 2006 PROVIDED BY NCDOT DIVISION 12 RIGHT OF WAY OFFICE, THE APPARENT EXISTING RIGHT OF WAY OF NC-73 IS 30' EACH SIDE OF EXISTING NC-73 ℄, 60' TOTAL. ALSO PER SAID EXHIBIT, THERE IS A PROPOSED R/W WIDENING OF 40' FROM THE ROAD ℄ ONTO THE SUBJECT PROPERTY. DEPICTED ON SAID SKETCH ARE ALSO PROPOSED 10'x70' SIGHT DISTANCE TRIANGLES AT THE INTERSECTION OF THE EXISTING RIGHT OF WAY OF JACK DELLINGER DR/SR 1750 AND SAID PROPOSED RIGHT OF WAY. THE SURVEYOR OFFERS NO WARRANTY OR OPINION AS TO THE EXISTENCE OR LOCATION OF SAID PROPOSED RIGHT OF WAY WIDENING OR SIGHT DISTANCE TRIANGLES.

DATUM DESCRIPTION

THE LOCALIZED COORDINATE SYSTEM DEVELOPED FOR THIS PROJECT IS BASED ON STATE PLANE COORDINATES ESTABLISHED BY NCS MONUMENT "WAY" HAVING NAD83(2011) STATE PLANE COORDINATES OF:
NORTHING: 638,327.29'
EASTING: 1,357,573.32'
ELEVATION: 871.62'

THE AVERAGE COMBINED GRID FACTOR USED ON THIS PROJECT (GRID TO GROUND) IS: 1.0001559243

VERTICAL DATUM: NAVD88

ALL LINEAR DIMENSIONS SHOWN HEREON ARE LOCALIZED HORIZONTAL DISTANCES.

Dewberry
Dewberry Engineers Inc.
NC REGISTRATION # P-0829
8000 HARPS CORNERS PARKWAY SUITE 220
CHARLOTTE, NC 28269-5797
PHONE: (704) 909 - 9818
FAX: (704) 909 - 9857

CURRENT OWNER PER DEED BOOK AND PAGE AS SHOWN:
LINCOLN COUNTY & CITY OF LINCOLN
115 WEST MAIN
LINCOLNTON, NC 28092

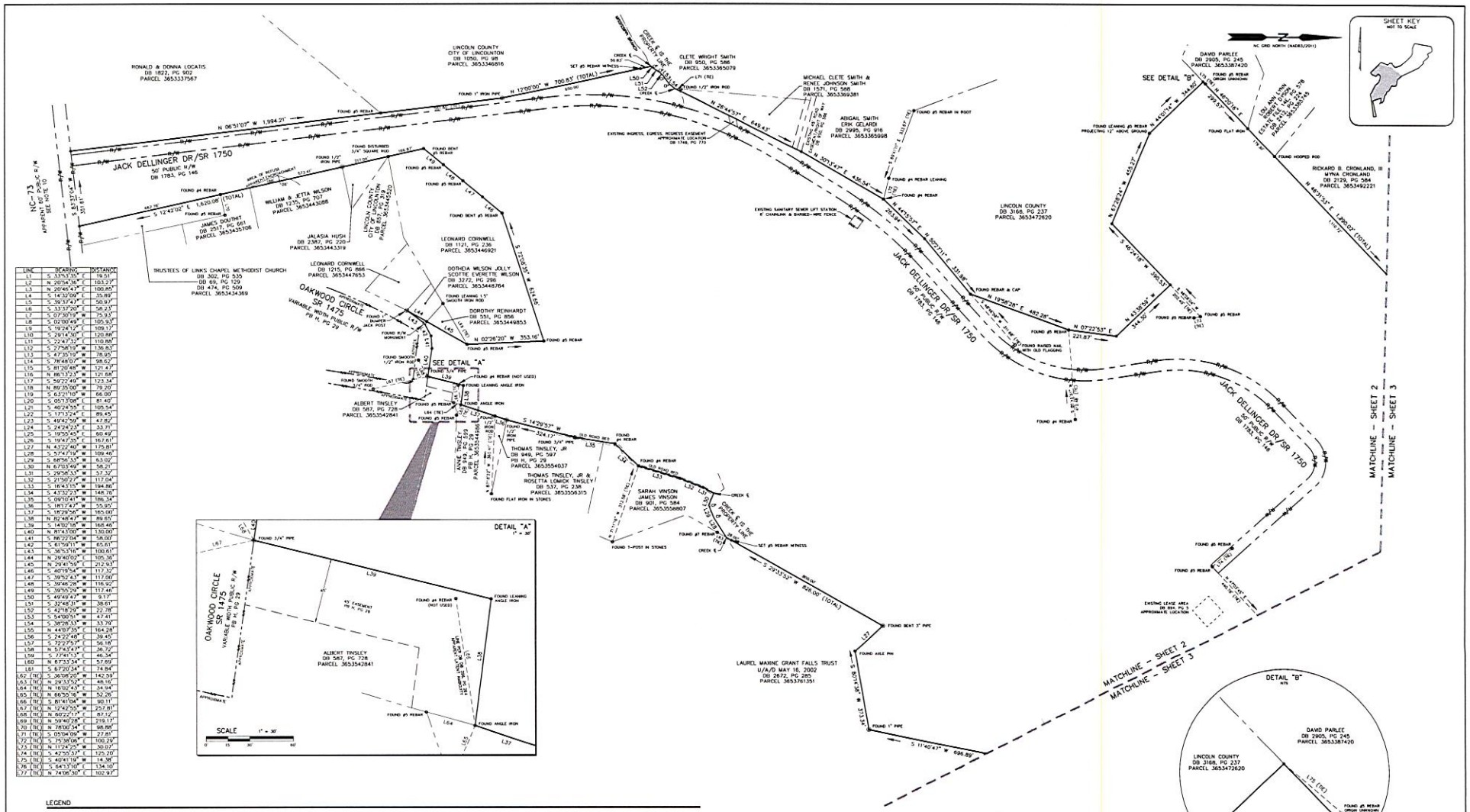
VICINITY MAP
NOT TO SCALE
SITE
ASBURY CHURCH RD
NC-73

EXEMPT RECOMBINATION PLAT FOR LINCOLN COUNTY & CITY OF LINCOLNTON

Lincoln County Airport Recombination

DRAWING SCALE	1" = 500'	DRAWN BY	PAS
CHECKED BY	FPC
PROPERTY DESIGNATION	LINCOLN COUNTY AIRPORT 714 JACK DELLINGER ROAD IRON STATION, UNINCORPORATED LINCOLN COUNTY, NORTH CAROLINA
FIELDWORK DONE ON	OCTOBER 26, 2023
DRAWING NUMBER	50167428-RCMB

GRAPHIC SCALE 0' 250' 500' 1000' 2000'



LINE	BEARING	DISTANCE
L1	S 33°51'35" E	19.51'
L2	N 29°54'36" E	103.27'
L3	N 20°46'47" E	100.85'
L4	S 14°33'09" E	35.89'
L5	S 39°37'47" E	50.97'
L6	S 33°37'20" E	58.23'
L7	S 07°39'19" W	75.93'
L8	S 02°00'49" E	105.93'
L9	S 19°24'12" E	109.17'
L10	S 29°14'30" E	120.88'
L11	S 22°47'32" E	110.88'
L12	S 27°58'19" W	136.85'
L13	S 47°35'19" W	78.05'
L14	S 78°48'07" W	98.62'
L15	S 81°26'48" W	121.47'
L16	N 86°13'23" W	121.68'
L17	S 59°22'49" W	123.34'
L18	N 89°35'00" W	79.70'
L19	S 63°21'10" W	66.00'
L20	S 05°37'09" E	81.40'
L21	S 40°24'55" E	105.54'
L22	S 17°13'24" E	89.45'
L23	S 49°42'59" E	47.82'
L24	S 24°24'23" E	33.71'
L25	S 19°55'45" E	60.49'
L26	S 19°47'35" E	167.61'
L27	N 43°22'40" W	175.81'
L28	S 57°47'19" W	109.46'
L29	S 68°56'33" W	63.02'
L30	N 67°03'49" W	58.21'
L31	S 29°58'33" W	57.72'
L32	S 21°50'27" W	117.04'
L33	S 16°43'15" W	194.86'
L34	S 43°52'23" W	148.78'
L35	S 09°10'41" W	186.34'
L36	S 18°17'47" W	55.80'
L37	S 18°29'56" W	165.00'
L38	N 82°48'49" W	89.85'
L39	S 14°02'18" W	168.46'
L40	N 81°43'00" W	130.00'
L41	S 86°22'04" W	58.00'
L42	S 61°59'11" W	65.61'
L43	S 36°53'16" W	100.61'
L44	N 29°40'02" E	105.36'
L45	N 29°41'59" E	212.93'
L46	S 40°19'54" W	117.32'
L47	S 39°52'43" W	117.00'
L48	S 39°46'28" W	116.92'
L49	S 39°55'29" W	117.46'
L50	S 49°49'47" W	9.17'
L51	S 32°48'51" W	38.61'
L52	S 42°18'29" W	22.78'
L53	S 54°00'51" W	47.41'
L54	S 38°08'13" W	53.79'
L55	N 44°07'35" E	164.28'
L56	S 24°22'46" E	39.43'
L57	S 72°27'57" E	56.15'
L58	N 57°43'47" E	36.72'
L59	S 77°41'53" E	46.34'
L60	N 67°33'34" E	57.89'
L61	S 67°20'34" E	74.84'
L62 (TIE)	S 36°08'20" W	142.59'
L63 (TIE)	N 29°33'50" E	48.16'
L64 (TIE)	N 16°32'43" E	34.94'
L65 (TIE)	N 66°55'16" W	52.26'
L66 (TIE)	S 81°41'04" W	90.11'
L67 (TIE)	N 12°42'50" W	257.81'
L68 (TIE)	N 60°22'17" E	87.72'
L69 (TIE)	N 59°46'28" E	219.17'
L70 (TIE)	N 78°00'34" E	98.88'
L71 (TIE)	S 05°04'09" W	27.85'
L72 (TIE)	S 75°38'06" E	100.29'
L73 (TIE)	N 11°24'25" W	30.07'
L74 (TIE)	S 42°55'37" E	125.20'
L75 (TIE)	S 40°41'19" W	14.38'
L76 (TIE)	S 64°13'10" E	134.10'
L77 (TIE)	N 74°06'30" E	102.97'

LEGEND

- SET #5 REBAR
- SURVEYED PROPERTY LINE
- SURVEYED RIGHT OF WAY
- ABANDONED PROPERTY LINE
- APPROXIMATE EXISTING LEASE AREA
- APPROXIMATE EXISTING EASEMENT AS NOTED
- PROPERTY LINES NOT SURVEYED
- TIE LINE
- CREEK/STREAM CENTERLINE
- FENCE

FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM	FLOOD INSURANCE RATE MAP
NAVD	NORTH AMERICAN VERTICAL DATUM
GIS	GEOGRAPHICAL INFORMATION SYSTEM
NCGS	NORTH CAROLINA GEODETIC SURVEY
PIN	PARCEL IDENTIFICATION NUMBER
NCDOT	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
TIP	TRANSPORTATION IMPROVEMENT PROJECT
VRS	VIRTUAL REFERENCE STATION
CORS	CONTINUOUSLY OPERATING REFERENCE STATION
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NAD83	NORTH AMERICAN DATUM OF 1983
FIRS	FLOOD RISK INFORMATION SYSTEM
CP	CALCULATED POINT, NOT SET

DB	DEED BOOK
MB/PB	MAP/PLAT BOOK
PG	PAGE
R/W	RIGHT OF WAY
G.S.	GENERAL STATUTE
(TYP)	TYPICAL
CONC	CONCRETE
NC	NORTH CAROLINA
℄	CENTERLINE
CLCRK	CREEK CENTERLINE
ELEV	ELEVATION
U/A/D	UNDER AGREEMENT DATED
SQ.FT.	SQUARE FEET
NTS	NOT TO SCALE

PRELIMINARY
NOT FOR RECORDATION, SALES, OR CONVEYANCES

SEAL L-5208

Dewberry

Dewberry Engineers Inc.
NC REGISTRATION # P-0608

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FAX: (704) 909 - 9807

CURRENT OWNER
PER DEED BOOK AND PAGE AS SHOWN

LINCOLN COUNTY &
CITY OF LINCOLTON

115 WEST MAIN
LINCOLNTON, NC 28092

VICINITY MAP
NOT TO SCALE

EXEMPT RECOMBINATION PLAT FOR LINCOLN COUNTY & CITY OF LINCOLNTON

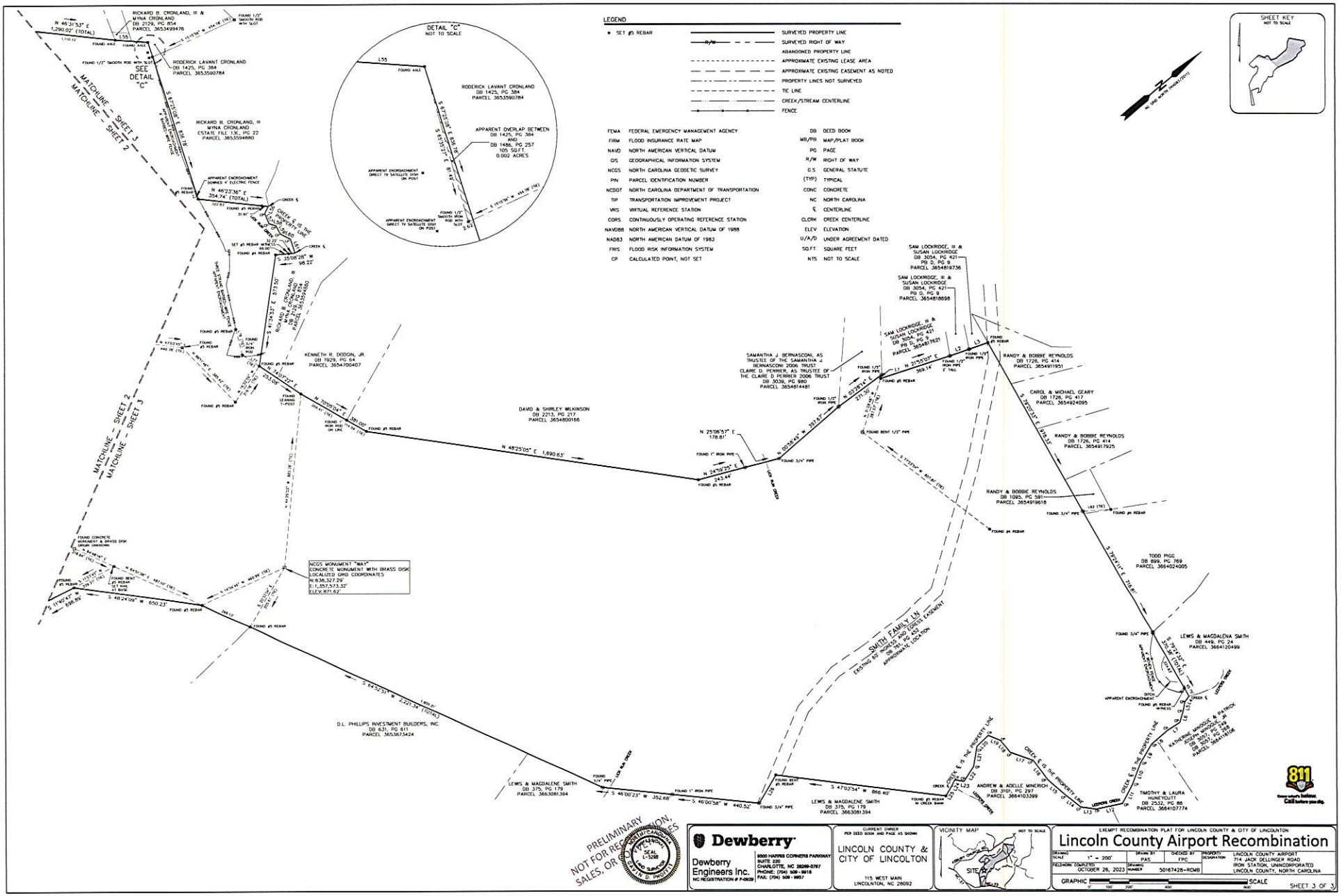
Lincoln County Airport Recombination

DRAWING SCALE	1" = 200'	DRAWN BY	PAS
CHECKED BY	FPC
FIELDWORK COMPLETED	OCTOBER 26, 2023
DRAWING NUMBER	50167428-RCMB
PROPERTY DESIGNATION	LINCOLN COUNTY AIRPORT 714 JACK DELLINGER ROAD IRON STATION, UNINCORPORATED LINCOLN COUNTY, NORTH CAROLINA

GRAPHIC SCALE 0 100 200 400 800

SHEET 2 OF 3

811 Know what's below. Call before you dig.


DETAIL "C"
NOT TO SCALE
SEE DETAIL "C"
MATCHLINE - SHEET 3
MATCHLINE - SHEET 2
MATCHLINE - SHEET 2
MATCHLINE - SHEET 3
RICKARD B. CRONLAND, III & WYNA CRONLAND
DB 2129, PG 854
PARCEL 3653499476
RODERICK LAVANT CRONLAND
DB 1425, PG 384
PARCEL 3653590784
RICKARD B. CRONLAND, III
WYNA CRONLAND
ESTATE FILE 13C, PG 22
PARCEL 3653594880
APPARENT OVERLAP BETWEEN
DB 1425, PG 384
AND
DB 1486, PG 257
105 SQ.FT.
0.002 ACRES
APPARENT ENCROACHMENT
DOMED + ELECTRIC FENCE
APPARENT ENCROACHMENT
DIRECT TV SATELLITE DISH ON POST
APPARENT ENCROACHMENT
SMOOTH ROD WITH SLOT
CREEK E. OF THE PROPERTY LINE
KENNETH R. DODGIN, JR.
DB 1929, PG 64
PARCEL 3654700407
DAVID & SHIRLEY WILKINSON
DB 2213, PG 217
PARCEL 3654800166
SAMANTHA J. BERNASCONI, AS TRUSTEE OF THE SAMANTHA J. BERNASCONI 2006 TRUST
CLAIRE D. PERRIER, AS TRUSTEE OF THE CLAIRE D. PERRIER 2006 TRUST
DB 3036, PG 980
PARCEL 3654814481
SAM LOCKRIDGE, III & SUSAN LOCKRIDGE
DB 3054, PG 421
PB D, PG 9
PARCEL 3654819736
SAM LOCKRIDGE, III & SUSAN LOCKRIDGE
DB 3054, PG 421
PB D, PG 9
PARCEL 3654818698
SAM LOCKRIDGE, III & SUSAN LOCKRIDGE
DB 3054, PG 421
PB D, PG 9
PARCEL 3654817621
RANDY & BOBBIE REYNOLDS
DB 1726, PG 414
PARCEL 3654911951
CAROL & MICHAEL GEARY
DB 1726, PG 417
PARCEL 3654924095
RANDY & BOBBIE REYNOLDS
DB 1726, PG 414
PARCEL 3654917925
RANDY & BOBBIE REYNOLDS
DB 1095, PG 591
PARCEL 3654919618
TODD PIGG
DB 894, PG 769
PARCEL 3664024005
LEWIS & MAGDALENA SMITH
DB 449, PG 24
PARCEL 3664120499
D.L. PHILLIPS INVESTMENT BUILDERS, INC.
DB 631, PG 611
PARCEL 3653873424
LEWIS & MAGDALENA SMITH
DB 375, PG 179
PARCEL 3663081394
LEWIS & MAGDALENA SMITH
DB 375, PG 179
PARCEL 3663081394
ANDREW & ADELLE MINERICH
DB 3101, PG 297
PARCEL 3664103399
TIMOTHY & LAURA HUNEYCUTT
DB 2532, PG 85
PARCEL 3664107774
KATHERINE MYRDDIN & PATRICK JOSEPH
DB 3053, PG 748
DB 3053, PG 758
PARCEL 3664118158
SMITH FAMILY LN
EXISTING 60' INGRESS AND EGRESS EASEMENT
DB 761, PG 465
APPROXIMATE LOCATION
NCGS MONUMENT "WAY"
CONCRETE MONUMENT WITH BRASS DISK
LOCALIZED GRID COORDINATES
N:836,327.29'
E:1,357,573.32'
ELEV.=871.62'
LOCUST CREEK
LOST RUN CREEK
CREEK E. IS THE PROPERTY LINE
SHEET KEY
NOT TO SCALE
LEGEND
SET #5 REBAR
SURVEYED PROPERTY LINE
SURVEYED RIGHT OF WAY
ABANDONED PROPERTY LINE
APPROXIMATE EXISTING LEASE AREA
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R/W RIGHT OF WAY
G.S. GENERAL STATUTE
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U/A/D UNDER AGREEMENT DATED
SQ.FT. SQUARE FEET
NTS NOT TO SCALE
PRELIMINARY NOT FOR RECORDATION, CONVEYANCES, OR SALES
PROFESSIONAL SEAL L-3298 LAND SURVEYOR
Dewberry
Dewberry Engineers Inc.
NC REGISTRATION # P-0839
8000 HARRIS CORNERS PARKWAY SUITE 220 CHARLOTTE, NC 28269-3797 PHONE: (704) 509-9616 FAX: (704) 509-9657
CURRENT OWNER PER DEED BOOK AND PAGE AS SHOWN
LINCOLN COUNTY & CITY OF LINCOLNTON
115 WEST MAIN LINCOLNTON, NC 28092
VICINITY MAP
NOT TO SCALE
SITE
EXEMPT RECOMBINATION PLAT FOR LINCOLN COUNTY & CITY OF LINCOLNTON
Lincoln County Airport Recombination
DRAWING SCALE 1" = 200'
DRAWN BY PAS
CHECKED BY FPC
PROPERTY DESIGNATION
FIELDWORK COMPLETED OCTOBER 26, 2023
DRAWING NUMBER 50167428-RCMB
LINCOLN COUNTY AIRPORT
714 JACK DELLINGER ROAD
IRON STATION, UNINCORPORATED
LINCOLN COUNTY, NORTH CAROLINA
GRAPHIC SCALE
0 100 200' 400 800'
SHEET 3 OF 3
811 Know what's below. Call before you dig.