MEMO TO: Mayor and City Council

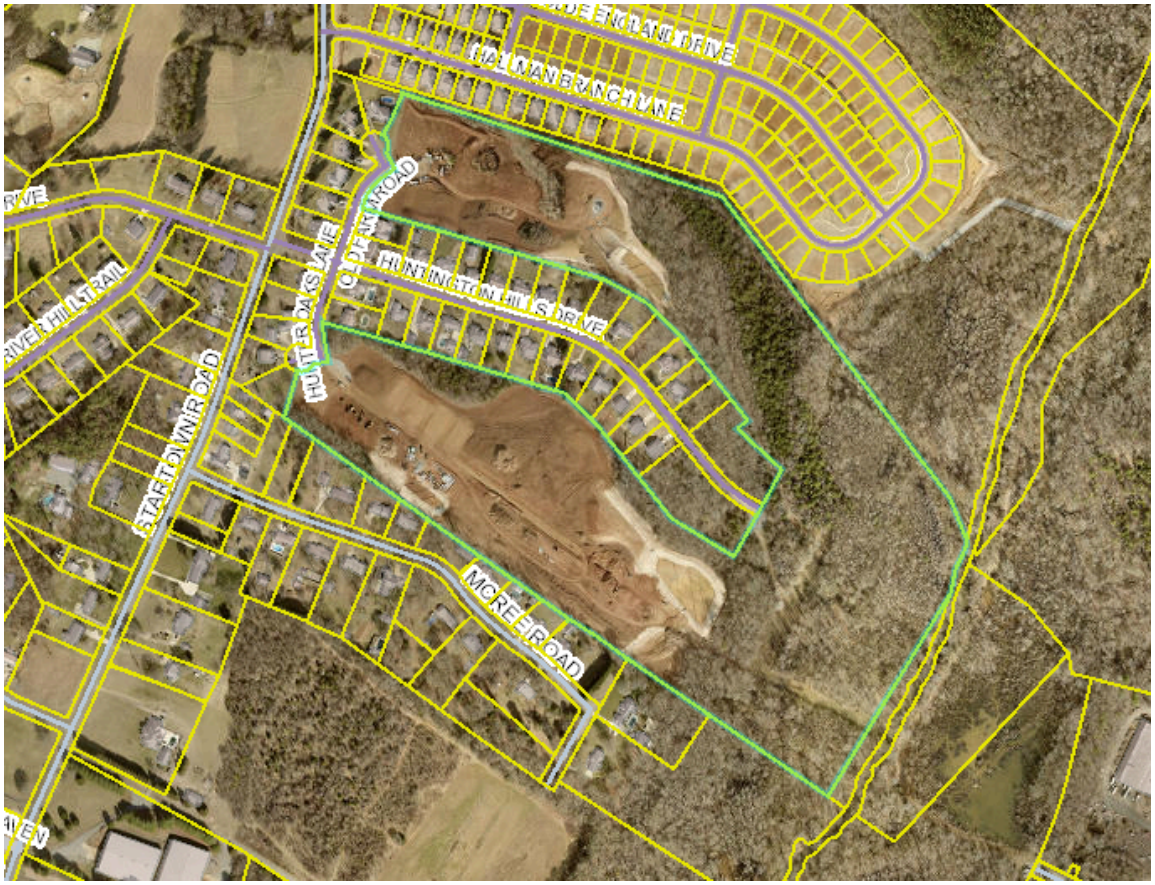
FROM: Planning Staff

SUBJECT: SB-1-2025 Consideration to Accept Subdivision Infrastructure Contract, Surety Bond, and Final Plat Approval

DATE: September 4, 2025

Background

The development of Huntington Hills Phase II finalizes the Huntington Hills neighborhood. This project is permitted by right because the area is zoned R-15 and complies with all zoning requirements. It is now ready for final plat approval. The developer is requesting a surety bond to cover any improvements that have not yet been completed before final plat approval.



Completed improvements:

- Water lines
- Sewer lines
- Subgrade of asphalt
- Curb and gutter
- Erosion control SCMs

Remaining improvements include the following:

- street trees
- street signs
- Sidewalks
- ADA curb ramps
- Grass
- final layer of asphalt
- Erosion Control SCM conversion
- An amount to cover any construction damage
- 25% markup as required by ordinance







Ordinance Requirements:

§ 153.385 FINAL SUBDIVISION PLAT SUBMISSION AND REVIEW.

(C) *Improvement guarantees.*

(1) In lieu of requiring the completion, installation, and dedication of all improvements prior to final plat approval, the city may enter into an agreement with the subdivider in which the subdivider agrees to complete all required improvements.

(2) Once the agreement is signed by both parties and the security required herein is provided, the final plat may be approved by the City Council if all other requirements of these regulations are met. The amount of the guarantee shall be equal to 1.25 times the cost of installing all the required improvements.

(3) All guarantees shall be subject to the approval of the City Council and shall be made payable to the city.

(4) To secure this agreement, the subdivider shall provide the City Council with either 1 or a combination of the following guarantees:

(a) *Surety performance bond(s).* The subdivider shall obtain a performance bond(s) from a surety bonding company authorized to do business in the state. The duration of the bond(s) shall be until a time when the improvements are accepted by the City Council (see division (F) below).

(b) *Cash or equivalent security.*

1. The subdivider shall deposit cash, an irrevocable letter of credit, or other instrument readily convertible into cash at face value, either with the city or in escrow with a financial institution designated as the city's official depository.

2. If cash or other instrument is deposited in escrow with a financial institution as herein provided, the subdivider shall then file with the City Council an agreement between the financial institution and himself or herself guaranteeing the following:

A. The escrow account shall be held in trust until released by the City Council and may not be used or pledged by the subdivider in any other matter during the term of the escrow; and

B. In case of a failure on the part of the subdivider to complete the improvements, the financial institution of an engineer's estimate of the amount needed to complete the improvements, immediately either pay to the city the funds estimated to complete the improvements, up to the full balance of the escrow account, or deliver to the city any other instruments fully endorsed or otherwise made payable in full to the city.

Lincolnton NC

Near the City, Near the Mountains, Near Perfect

Applicant Name: Shaun Gasparini (True Homes)

Applicant Address: 2649 Brekonridge Centre Drive, Monroe, NC 28110

Applicant Phone Number: (704) 779-4126

Property Owner Name: Shaun Gasparini (True Homes)

Property Owner Address: 2649 Brekonridge Centre Drive, Monroe, NC 28110

Property Owner Phone Number: (704) 779-4126

Project Name: Huntington Hills

Describe the nature of the work being done:

Subdivide and develop parcel adjacent to existing Huntington Hills Drive to contain 60 proposed lots with new roads, storm drainage, and water and sewer utility systems

Total linear feet of improvements: See attached exhibit outlining improvements

Company completing the work: Prestige Site & Land Works, LLC

Anticipated start date: 3/3/2025

Anticipated completion date: 7/31/2025

I hereby certify that all knowledge of the information provided for this application and attachments is true and correct to the best of my knowledge.

Applicant's Signature

6/20/25

Date

AGREEMENT FOR COMPLETION OF IMPROVEMENTS

CITY OF LINCOLNTON

THIS AGREEMENT (the "Agreement") is made and entered into this 4th day of September 2025, by and between True Homes (Shaun Gasparini) (Applicant), hereinafter referred to as "Applicant," and The City of Lincolnton, a body corporate and politic, hereinafter referred to as "City;"

WITNESSETH:

WHEREAS, the Applicant has petitioned the City for approval of its final plat for a subdivision known as Huntington Hills (name of subdivision), as shown on said plat; and

WHEREAS, the Applicant has submitted with its petition a preliminary plat, preliminary construction plans and profiles of the roads and sidewalks (collectively referred to as the Improvements); and

WHEREAS, these documents have been reviewed by the City and have been found to be in compliance with the Lincolnton Unified Development Ordinance and approval of final plans would be in order upon completion of the Improvements; and

WHEREAS, the Applicant has requested the City pursuant to Section 153.385 of the Lincoln City Unified Development Ordinance to be permitted to enter into an agreement with the City agreeing to complete the required Improvements and otherwise comply with all the requirements of the Ordinance by no later than 09/04/2027 (two years from date of contract) and to deposit with the City a Surety (as defined below) guaranteeing the performance of this Agreement and that all required improvements shall be made in compliance with the Ordinance and all other applicable rules; and

WHEREAS, the Applicant has agreed to install the Improvements in accordance with the rules and regulations of the North Carolina Department of Transportation and the Lincolnton Code of Ordinances and to dedicate said Improvements to the public and maintain said Improvements and turn said streets over to said City of Lincolnton at the earliest point in time that they are acceptable; and

WHEREAS, the City has agreed to approve said final plat or plats upon the execution of this Agreement and (CHECK AS APPLICABLE) ☐ depositing cash with the City or ☒ depositing a surety bond with the City or ☐ providing a Letter of Credit to the City acceptable to the City in an amount equal to 125 percent of the cost (as estimated by the City) of installing the required improvements;

NOW, THEREFORE, the Applicant contracts and agrees with the City, its successors and assigns, as follows:

1. That it will install and complete all the Improvements in the above recited subdivision in accordance with the following:

   a. preliminary road construction plans and profiles on file with the Lincolnton Planning Department;

   b. all applicable rules, regulations and requirements of the North Carolina Department of Transportation and Lincolnton Code of Ordinances;

   c. those standards and specifications described in Exhibit "A", attached hereto;

and that it will obtain construction approval of the completed roads by the City of Lincolnton by no later than 09/04/2027 (two years from the date of contract).

2. That the Applicant will dedicate the Improvements to the public and will maintain the Improvements until said Improvements are (i) accepted by the North Carolina Department of Transportation, as applicable; (ii) accepted by a duly constituted property owners' association created for that purpose; or (iii) otherwise approved by the City.

3. That the Applicant will turn said Improvements over to the City of Lincolnton at the earliest time in which they are acceptable.

4. That the Applicant will furnish to the City of Lincolnton (CHECK AS APPLICABLE) ☐ cash or ☒ a surety bond payable to the City of Lincolnton or ☐ a Letter of Credit made payable to the City of Lincolnton in a form and issued by a financial institution acceptable to the City, in its sole discretion (collectively or alternatively, the Surety Bond and Letter of Credit shall be referred to as the "Surety"). The Surety shall be in an amount equal to 125 percent of the cost (as estimated by the engineer and approved by the City) of installation and dedication of all Improvements required by this Agreement and the Unified Development Ordinance. A copy of said Surety is attached to this Agreement as Exhibit "B," and incorporated herein by reference thereto.

5. That the Applicant agrees to indemnify and hold the City harmless from any costs, liability, demands of any kind, sort or nature for the construction, installation and completion of the above recited Improvements.

6. That the Applicant warrants that it is the owner of the Huntington Hills subdivision as above recited; that it has legal right to enter into this Agreement; and that it will faithfully perform and complete the terms of this Agreement by no later than 09/04/2027 (two years from the date of contract).

7. That a breach by Applicant of any provisions of this Agreement shall entitle City, in addition to any other remedies it may hold, to immediately declare a default in this Agreement and/or call due, draw upon or make a claim on the Surety in the amount which City deems necessary, in its sole and absolute discretionary authority, to remedy all damages, reparations and costs (including, but not limited to, City's attorney's fees and court costs) arising from Applicant's breach of this Agreement. Such damages, reparations and costs shall include by way of illustration, but not be limited to, the following:

a. The costs of completing and dedicating the improvements as required by this Agreement;

b. The costs of indemnifying the City from any claims arising as a result of Applicant's breach of this Agreement; and

c. The additional manpower, legal and court costs incurred as a result of Applicant's breach of this Agreement.

8. Notices. All notices, demands, and requests which may be given or which are required to be given by either party to the other, shall be in writing and shall be deemed effective when either: (1) personally delivered to the intended recipient; (2) sent by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below or (3) delivered in person to the address set forth below for the party to which the notice was given. Notices shall be effective on the date of delivery or receipt or, if delivery is not accepted, on the earlier of the date that delivery is refused or three (3) days after the date the notice is mailed. For purposes of this Agreement, the addresses of the parties for all notices are as follows (unless changes by similar notice in writing are given by the particular person whose address is to be changed):

If to City:

City of Lincolnton
ATTN: City Attorney
P.O. Box 617
Lincolnton, NC 28093

If to Applicant:

Applicant name and address:
True Homes (Shaun Gasparini), (704) 779-4126
2649 Brekonridge Centre Drive, Monroe, NC 28110

9. Voluntary Agreement. The Applicant and City warrant and represent that they are represented by legal counsel of their choice; have investigated fully their alternatives to

the execution and performance of this Agreement; have had ample time to review this Agreement and consult with their counsel; are fully aware of the terms contained in this Agreement; and have knowingly, voluntarily and without coercion or duress of any kind entered into this Agreement and the documents executed in connection with this Agreement. Accordingly, this Agreement shall not be construed against either party as having drafted the Agreement.

10. CONSENT TO JURISDICTION; EXCLUSIVE VENUE. THE PARTIES HERETO AGREE TO JURISDICTION AND VENUE FOR ANY DISPUTE ARISING FROM, THIS AGREEMENT IN THE SUPERIOR COURT OF LINCOLN CITY, NORTH CAROLINA.

11. Indulgence Not Waiver. The City's indulgence in any other departure from the terms of this Agreement shall not prejudice City's right to demand strict compliance with this Agreement.

12. Amendment and Waiver in Writing. No provision of this Agreement can be amended or waived, except by a statement in writing signed by the party against which enforcement of the amendment or waiver is sought.

13. Severability. Should any provision of this Agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.

14. APPLICABLE LAW. THE VALIDITY, CONSTRUCTION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE DETERMINED ACCORDING TO THE SUBSTANTIVE LAWS OF NORTH CAROLINA WITHOUT REGARD TO CONFLICTS PRINCIPLES:

IN WITNESS WHEREOF, Shaun Gasparini (True Homes) (applicant), has caused this instrument to be signed by its Market Partner (title of person signing for applicant) and the City of Lincolnton has caused this instrument to be signed in accordance with a resolution passed by the Lincolnton City Council on the _____ day of _____, 2025.

_____
Shaun Gasparini, Market Partner (True Homes)
Name and title (Development Team)

_____
Ritchie Haynes, City Manager

ATTEST:

_____
Daphne Ingram
City Clerk

NORTH CAROLINA
Lincoln COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that _____personally appeared before me this day and acknowledged that he/she is the _____ of _____ (developer/construction company).

Witness my hand and notarial seal, this _____day of _____, 202___.

_____
Notary Public

My Commission Expires: _____

NORTH CAROLINA
LINCOLN COUNTY

I, _____, a Notary Public for said County and State, do hereby certify that Ritchie Haynes, personally appeared before me this day and acknowledged that he is the City Manager for The City of Lincolnton.

Witness my hand and notarial seal, this _____ day of _____, 202___.

_____
Notary Public

My Commission Expires: _____

NORTH CAROLINA
LINCOLN COUNTY

This the _____ day of _____, 2025, personally came before me, Daphne Ingram, City Clerk to the Lincolnton City Council, North Carolina, who being by me duly sworn says that she knows the common seal of the County of Lincoln, North Carolina and is acquainted with Ritchie Haynes who is the City Manager of the City of Lincolnton, North Carolina, and that she, the said Daphne Ingram, is the City Clerk to the Lincolnton City Council, North Carolina and saw the City Manager sign the foregoing instrument and affix said seal to said instrument and that she, the said Daphne Ingram, signed her name in attestation of said instrument in the presence of said City Manager of Lincoln County, North Carolina.

_____
Notary Public

My Commission Expires: _____

Huntington Hills
True Homes
Bond Estimate

JOB #:	120843.00 (Internal)	23-SUB-01 (LCNRD)	BY:	*RHT*
DATE:	6/18/2025		PM:	*EGH*

MERRICK®
301 S McDowell Street, Suite 300
Charlotte, North Carolina 28204
Ph: 704-529-6500

	UOM	Total Units	$/Unit	Total Value	Amount Complete	Installed Value	Bond Amount
General Site							
Street Trees	**EA**	**124**	350.00	$43,400.00	0	$0.00	$43,400.00
Street Signs	**EA**	**2**	450.00	$900.00	0	$0.00	$900.00
Sidewalks	**SY**	**2955**	50.00	$147,750.00	0	$0.00	$147,750.00
ADA Curb Ramps	**EA**	**6**	1000.00	$6,000.00	0	$0.00	$6,000.00
Seeding & Fertilizing	**AC**	**29**	5000.00	$145,000.00	25	$125,000.00	$20,000.00
Erosion Control SCM Conversion	**SF**	**75415**	0.50	$37,707.50	37708	$18,853.75	$18,853.75
Includes filling in of temporary erosion control ponds							
Public Streets Paving							
1.5" Final Asphalt Surface Course	**SY**	**8615**	12.00	$103,380.00	0	$0.00	$103,380.00
Curb & Gutter							
24" Valley	**LF**	**5253**	25.00	$131,325.00	5253	$131,325.00	$0.00
Repairs for C&G construction damage (10%)	**LF**	**525.30**	25.00	$13,132.50	0	$0.00	$13,132.50

Total Cost		**$353,416.25**
Surety Mark Up	**25%**	**$88,354.06**
Total Surety Amount		**$441,770.31**

NORTH CAROLINA PROFESSIONAL SEAL 047157 ENGINEER EVAN G. HINSON

07/17/25

(E) ***Review*.**

(1) Only the City Council is authorized to approve plats that involve any of the following:

(a) Improvement guarantees as outlined in division (C) above of these regulations.

SURVEYOR CERTIFICATE

STATE OF NORTH CAROLINA - LINCOLN COUNTY

I, MATTHEW J. STIKELEATHER CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME (OR REFERENCES AS NOTED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEED BOOKS AS NOTED; THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND; WITNESS MY ORIGINAL SIGNATURE.

REGISTRATION NUMBER AND SEAL THIS THE 18TH DAY OF AUGUST 2025

MATTHEW J. STIKELEATHER, NC PLS L-4243

SITE INFORMATION

TOTAL AREA: 84.44 ACRES
AREA IN NEW SUBDIVISION ROADS: RAN: 3.30 ACRES
AREA IN LOTS: 27.52 ACRES
AREA IN COMMON OPEN SPACE: 33.82 ACRES
TOTAL LOTS THIS PLAT: 51 (99 LOTS; 1 C.O.S.)

SMALLEST LOT: LOTS 71, 72, 80 & 81: 15,000 S.F.; OR 0.34 AC.
LARGEST LOT: LOT 48: 32,174 S.F. OR 0.74 AC.

LINEAR FEET OF NEW STREETS:
HUNTER OAKS LANE: 1,472 L.F.
DEER WALK COURT: 227 L.F.
OLD FARM ROAD: 752 L.F.

THE SUBJECT PARCELS ARE ZONED R-15
MINIMUM LOT SETBACKS
FRONT SETBACK: 25'
SIDE YARD: 10'
SIDE YARD WHEN ABUTTING R/W: 20'
REAR YARD: 25'

FLOOD NOTE

THE SUBJECT PARCEL LIES IN ZONE "AE" (SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATION DETERMINED), ZONE "X" (SHADED) AREA OF 0.2% ANNUAL CHANCE FLOOD HAZARD) AND ZONE "X" (OUTSIDE) (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM F.I.R.M. MAP NUMBER: 3710M0400J, MAP REVISED: 8/16/2007.

NOTES

1. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES AND ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF, AND ALL COORDINATES SHOWN ARE STATE PLANE (GRID) COORDINATES, UNLESS OTHERWISE NOTED.

2. THIS MAP WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY AND MAY BE SUBJECT TO EASEMENTS, COVENANTS, RESTRICTIONS AND OTHER MATTERS EITHER RECORDED OR UNRECORDED.

3. INFORMATION CONCERNING NEIGHBORING PARCEL LINES AND OWNERS IF WAS DERIVED FROM THE LINCOLN COUNTY, NC GEOGRAPHIC INFORMATION SYSTEM. THE LOCATION OF NEIGHBORING PARCEL LINES ARE TO BE CONSIDERED AS BEING APPROXIMATE IN LOCATION AND THE OWNERSHIP INFORMATION IS TO BE CONSIDERED AS BEING NOW OR FORMERLY.

4. AREA COMPUTED BY THE COORDINATE GEOMETRY METHOD.

5. ROAD RIGHT-OF-WAY, OTHER THAN SHOWN ON THE SUBJECT PARCEL IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY, AND IT'S EXISTENCE AND LOCATION IS NOT CERTIFIED TO BY THE UNDERSIGNED.

6. NO UNDERGROUND UTILITIES WERE LOCATED AND MAPPED UNDER THE SCOPE OF WORK FOR THIS SURVEY. IT IS THE RESPONSIBILITY OF THE OWNER AND/OR CONTRACTOR TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES BEFORE BEGINNING ANY CONSTRUCTION OR DIGGING.

7. THE 16' ACCESS EASEMENT ON LOT 87 AND COMMON OPEN SPACE "A" IS FOR THE PURPOSE OF THE MAINTENANCE OF THE SANITARY SEWER LINES, ELECTRIC LINES, UNDERGROUND UTILITIES AND STORM DRAINAGE FEATURES.

8. #4 REBAR SET AT ALL CORNERS UNLESS OTHERWISE INDICATED.

9. THE SUBJECT PARCEL IS NOT LOCATED WITHIN A WATERSHED PROTECTED AREA.

10. EASEMENTS SHALL BE PROVIDED FOR STORM AND SANITARY SEWERS, WATER LINES AND OTHER UTILITIES IN THOSE WIDTHS AND AT THOSE LOCATIONS AS MAY BE REQUIRED BY THE CITY'S PUBLIC WORKS DIRECTOR. IN ORDER TO PROPERLY SERVE THE LOT ADJOINING REAR LOT LINES, BUT IN NO EVENT SHALL AN EASEMENT OF LESS THAN TEN FEET IN WIDTH ALONG ALL REAR LINES AND EXTERIOR SIDE LOT LINES, AND FIVE FEET IN WIDTH ALONG EACH SIDE OF ALL INTERIOR SIDE LOT LINES, NOTWITHSTANDING, IN NO CASE MAY THE WIDTH OF AN EASEMENT, UPON A LOT BE LESS THAN THE MINIMUM REQUIRED SIDE OR REAR YARD SETBACK FOR THAT LOT PER THE REQUIREMENTS OF THE UNDERLYING ZONING DISTRICT.

11. DEPENDABLE DEVELOPMENT, INC. BEING THE OWNER OF LOT 29, SECTION TWO, HUNTINGTON HILLS, AT THE TIME OF THIS SURVEY, DEDICATES THE 20' SANITARY SEWER EASEMENT AND 10' TEMPORARY CONSTRUCTION WITH THE RECORDING OF THIS PLAT.

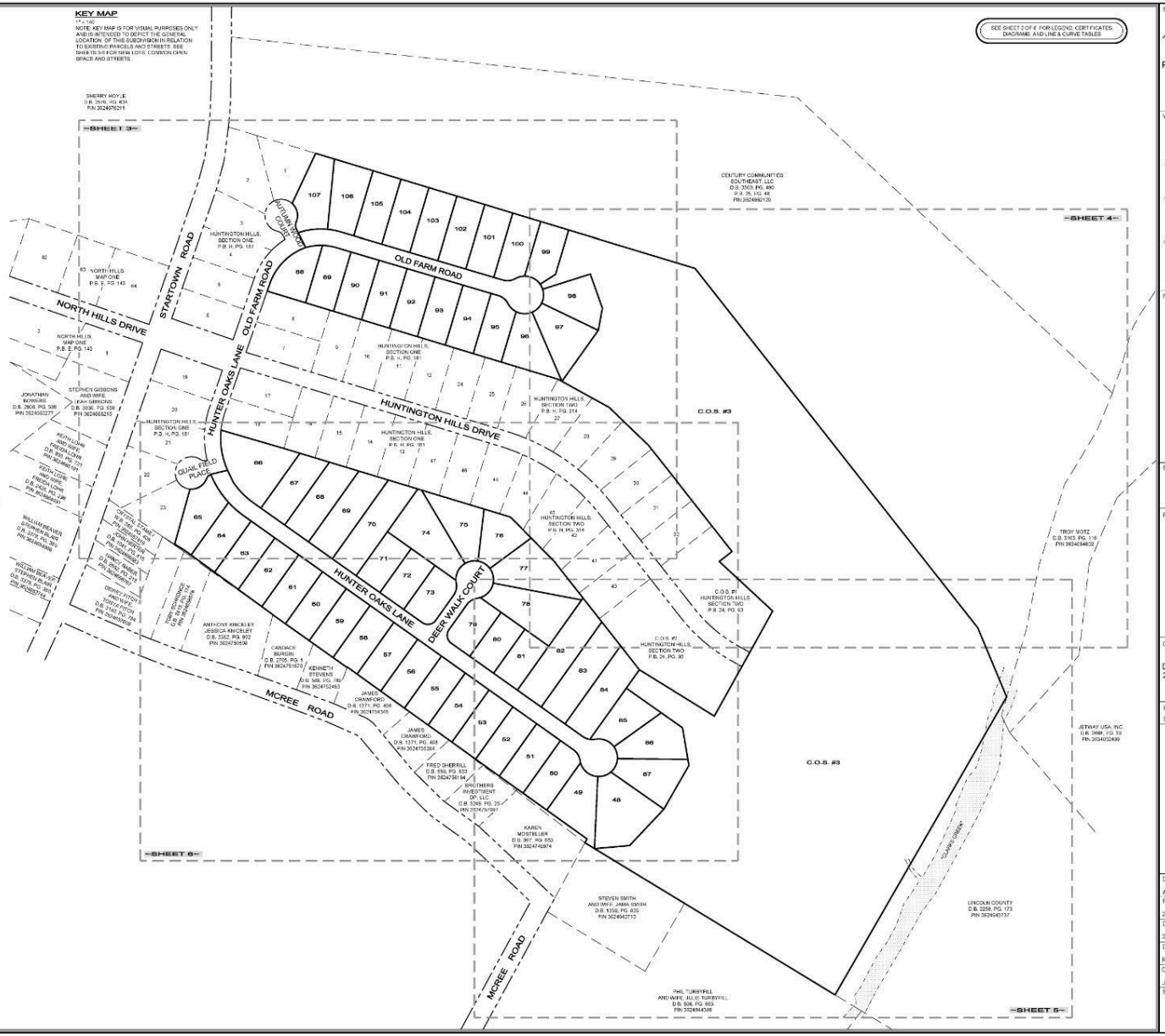
ABBREVIATIONS

AC. - ACRES
C.M.B. - COMMUNITY MAILBOX
CH. - CHORD
D.B. - DEED BOOK
D.U.E. - DRAINAGE & UTILITY EASEMENT
F.E.M.A. - FEDERAL EMERGENCY MANAGEMENT AGENCY
G.D.U.E. - GENERAL DRAINAGE & UTILITY EASEMENT
G.P.U.E. - GENERAL PUBLIC UTILITY EASEMENT
(H.G.) - HORIZONTAL GROUND
N.A.D. - NORTH AMERICAN DATUM
N.C.G.S. - NORTH CAROLINA GEODETIC SURVEY
P.B. - PLAT BOOK
PIN - PARCEL IDENTIFICATION NUMBER
PG. - PAGE
R.Y. - REAR YARD SETBACK
R/W - RIGHT-OF-WAY
S.B. - SETBACK
S.E. - SIDEWALK EASEMENT
S.R. - STATE ROAD
S.S.E. - SANITARY SEWER EASEMENT
S.T. - SIGHT TRIANGLE
S.Y. - SIDE YARD SETBACK
SQ.FT. - SQUARE FEET
(T) - TOTAL
T.C.E. - TEMPORARY CONSTRUCTION EASEMENT
T.O.B. - TOP OF BANK
(TYP.) - TYPICAL

KEY MAP

1" = 140'

NOTE: KEY MAP IS FOR VISUAL PURPOSES ONLY AND IS INTENDED TO DEPICT THE GENERAL LOCATION OF THIS SUBDIVISION IN RELATION TO EXISTING PARCELS AND STREETS. SEE SHEETS 3-6 FOR NEW LOTS, COMMON OPEN SPACE AND STREETS.



SURVEYOR:

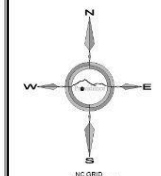
Providence

Providence Land Group, PLLC
10342 Newtown Road
Waxhaw, North Carolina 28173
(704) 400 - 0117
NC Firm #P-0910 ~ SC COA #4356

VICINITY MAP (NOT TO SCALE):



NORTH ORIENTATION:



NC GRID (N.A.D. 83-2011)

SCALE:



SCALE: 1" = 140'

PROJECT:

FINAL PLAT OF

HUNTINGTON HILLS, SECTION 3

CITY OF LINCOLNTON
LINCOLN COUNTY
NORTH CAROLINA

PIN 3624858356
PLAT BOOK H, PAGE 314
DEED BOOK 3374, PAGE 504

OWNER:

DEPENDABLE DEVELOPMENT, INC.
2649 BRECKONRIDGE CENTRE DR.
MONROE, N.C. 28110

REVISIONS:

DATE	ISSUED FOR	REV.

DATE:
AUGUST 18, 2025
PROJ. NUMBER:
24083
DRAWING FILE:
24083 -HUNTINGTON HILL PLAT.DWG
DRAWN BY:
B.T.
CHECKED BY:
J.S.
SHEET NUMBER:

GPS CERTIFICATE

I, MATTHEW J. STRELEATHES, CERTIFY THAT THE PROJECT WAS COMPLETED UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:
(1) CLASS OF SURVEY: "A"
(2) POSITIONAL ACCURACY: 0.05' (H), 0.06' (V)
(3) TYPE OF GPS FIELD PROCEDURE: NETWORK RTK USING THE N.C.G.S. REAL-TIME NETWORK AND LOCAL BASE AND ROVER
(4) DATE OF SURVEY: 9/2023
(5) DATUM/EPOCH: N.A.D. 83(2011) (HORIZONTAL) N.A.V.D. 88 (VERTICAL)
(6) FIXED CONTROL USED: N.C.G.S. "L 495 M"
(7) GEOID MODEL: GRAV5
(8) COMBINED GRID FACTOR: 0.999845975
(9) UNITS: U.S. SURVEY FEET
(10) THE INITIAL STATE PLANE COORDINATES WERE SCALED FROM GRID TO GROUND (LOCALIZED) USING THE INVERSE OF COMBINED GRID FACTOR 0.999845975 AT N: 846422.69 E: 1527009.94, N.A.D. 83(2011) AND ELEVATION: 884.48', N.A.V.D. 88.

PLAT REVIEW OFFICER

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

_____
REVIEW OFFICER

_____
DATE

CERTIFICATION OF PUBLIC ROADS

I HEREBY CERTIFY THAT I AM THE DEVELOPER AND/OR FINANCIALLY RESPONSIBLE PARTY OF THIS PROPERTY SHOWN, AND DESCRIBED HEREON, AND SHALL MAINTAIN THE ROADS WITHIN THIS DEVELOPMENT, AND REPAIR DETERIORATION, DEFECTS OR DEFAULTS, INCLUDING BUT NOT LIMITED TO SUBGRADE, BASE COURSE, OR ASPHALT, UNTIL SAID ROADS ARE DEDICATED TO CITY OF LINCOLNTON OR TO A RESPONSIBLE PARTY.

_____ _____
DATE DEVELOPER/FINANCIALLY RESPONSIBLE PARTY

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE PLANNING JURISDICTION OF THE CITY OF LINCOLNTON AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREETS, WALKS, PARKS, AND OTHER SITE AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY DEDICATE ALL SANITARY SEWERS TO THE CITY OF LINCOLNTON. ALL STORM SEWER SYSTEMS TO THE CITY OF LINCOLNTON AND ALL WATER LINES TO THE CITY OF LINCOLNTON.

_____ _____
OWNER/ REPRESENTATIVE DATE

CERTIFICATE OF APPROVAL OF THE DESIGN AND INSTALLATION OF STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS

I HEREBY CERTIFY THAT ALL STREETS, PUBLIC UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND STANDARDS IN THE HUNTINGTON HILLS, SECTION 3 SUBDIVISION OR AS OTHERWISE PROVIDED FOR IN THESE REGULATIONS, OR THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE CITY OF LINCOLNTON HAS BEEN RECEIVED AND THAT THE FILING FEE FOR THIS PLAT, IN THE AMOUNT OF $_____ HAS BEEN PAID.

_____ _____
ADMINISTRATOR DATE

CERTIFICATE FOR APPROVAL OF RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE CITY OF LINCOLNTON, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED BY _____ ON _____ FOR RECORDING IN THE LINCOLN COUNTY REGISTER OF DEEDS OFFICE.

_____ _____
ADMINISTRATOR DATE

DEDICATION OF COMMON OPEN SPACE

OWNERSHIP BY HOMEOWNERS' ASSOCIATION (HOA)

THE UNDERSIGNED DEVELOPER RESERVES THE 33.62 ACRES DESIGNATED AS RECREATION AND OPEN SPACE LAND FOR FUTURE OWNERSHIP AND MAINTENANCE BY A DULY CONSTITUTED HOMEOWNERS' ASSOCIATION (HOA). UPON FORMATION OF THE HOA, THE LAND WILL BE TRANSFERRED TO THE HOA, WHICH SHALL ASSUME RESPONSIBILITY FOR ITS UPKEEP, MAINTENANCE, AND OPERATION IN ACCORDANCE WITH THE HOA'S GOVERNING DOCUMENTS AND ANY APPLICABLE SUBDIVISION AGREEMENTS.

THIS PLAT AND FUTURE OWNERSHIP OF THESE RECREATION AND OPEN SPACE AREAS ARE SUBJECT TO THE APPLICABLE ZONING REGULATIONS, SUBDIVISIONS REGULATIONS, AND ANY OTHER LEGAL REQUIREMENTS IMPOSED BY THE CITY OF LINCOLNTON.

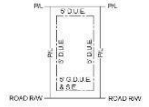
THE UNDERSIGNED CERTIFIES THAT THE INFORMATION CONTAINED HEREIN IS ACCURATE AND THAT ALL NECESSARY STEPS WILL BE TAKEN TO ENSURE THE TRANSFER OF OWNERSHIP AND MAINTENANCE RESPONSIBILITIES OF THE RECREATION AND OPEN SPACE LANDS AS INDICATED ABOVE.

DEVELOPER'S SIGNATURE_____

SURVEYOR'S SIGNATURE_____

DATE_____

TYPICAL DRAINAGE & UTILITY EASEMENTS



TYPICAL LOT SETBACK

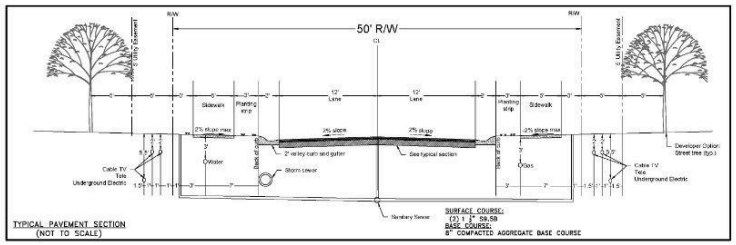


LEGEND

- SANITARY SEWER MANHOLE
- UTILITY POLE
- N.C.G.S. MONUMENT
- SURVEY MONUMENT FOUND - AS DESCRIBED
- CALCULATED POINT
- IRON STAKE SET
- SUBJECT PROPERTY OR LOT LINE
- ADJACENT OWNER LINE (UNSURVEYED UNLESS DIMENSIONED)
- TIE LINE
- R/W LINE
- ACCESS EASEMENT
- GENERAL DRAINAGE & UTILITY EASEMENT AND RESERVE EASEMENT
- PUBLIC STORM DRAINAGE EASEMENT
- SANITARY SEWER EASEMENT
- SIGHT TRIANGLE
- COMMUNITY MAILBOX EASEMENT
- BUILDING SETBACK
- WETLANDS BUFFER
- WETLANDS
- SETBACK LINE
- 0.2% ANNUAL CHANCE FLOOD
- 1% ANNUAL CHANCE FLOOD
- FEMA FLOODWAY
- STREAM BUFFER
- STREAM BUFFER
- TOP OF BANK (STREAM OR CREEK)
- SANITARY SEWER LINE
- OVERHEAD UTILITIES
- NOT TO SCALE
- SIDEWALK
- STREAM OR CREEK
- AUDIO EASEMENT
- REVEGETATED MAINTENANCE EASEMENT

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	13.83'	N28° 38' 27"E
L4	33.96'	N56° 07' 47"W
L5	93.73'	N76° 37' 40"E
L8	15.08'	N58° 07' 50"W
L7	24.35'	N15° 19' 46"E
L9	50.50'	N25° 57' 19"W
L9	17.82'	N26° 57' 19"W
L10	6.39'	S75° 59' 32"W
L11	40.09'	S23° 21' 30"E
L12	44.46'	N56° 07' 57"W
L13	127.93'	S04° 14' 24"E
L14	82.10'	S48° 35' 55"E
L15	2.87'	S54° 42' 34"E
L16	2.50'	N25° 18' 25"E
L17	29.30'	S04° 42' 34"E
L18	25.90'	S25° 18' 26"W
L19	29.30'	N54° 43' 34"W
L20	2.50'	N25° 18' 26"E
L21	7.24'	N64° 43' 34"W
L22	82.19'	N45° 35' 55"W
L23	124.54'	N64° 14' 24"W
L24	194.11'	S36° 29' 38"W
L25	29.90'	N73° 33' 22"W
L26	158.12'	N16° 29' 38"E
L27	156.04'	S16° 29' 38"W
L28	29.90'	N73° 33' 22"W
L29	156.04'	N16° 29' 38"E
L30	141.25'	N35° 24' 55"E
L31	29.90'	S54° 35' 05"E
L32	141.25'	S35° 24' 55"W
L33	34.91'	N56° 07' 50"W
L34	29.90'	N33° 52' 34"E
L35	6.79'	N27° 32' 55"W
L36	147.26'	N06° 39' 22"E
L37	29.90'	S83° 20' 38"E
L38	140.59'	S06° 39' 22"W
L39	21.12'	S27° 32' 55"E
L40	41.89'	N83° 31' 05"E
L41	29.90'	S06° 28' 55"E
L42	49.51'	S83° 21' 35"W
L43	230.71'	N54° 53' 13"W
L44	223.23'	S89° 28' 47"E
L45	2.50'	N00° 31' 13"E
L46	29.90'	S89° 28' 47"E
L47	25.90'	S00° 31' 13"W
L48	29.90'	N89° 28' 47"W
L49	2.50'	N00° 31' 13"E
L50	220.57'	N89° 28' 47"W
L51	251.50'	S54° 56' 41"E
L52	183.21'	S57° 56' 18"E
L53	16.02'	S29° 16' 31"W
L54	190.56'	N57° 07' 16"W
L55	249.87'	N54° 53' 41"W
L56	51.30'	N18° 56' 42"E
L57	136.71'	S35° 24' 55"W
L58	29.90'	N54° 35' 05"W
L59	136.71'	N35° 24' 55"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	CH. LENGTH
C1	64.11'	49.99'	N56° 07' 01"W	59.80'
C2	12.46'	25.00'	N44° 04' 21"E	16.97'
C3	2.06'	25.00'	N66° 29' 03"E	2.06'
C4	26.07'	241.67'	N26° 13' 29"W	125.52'
C5	162.71'	183.00'	N44° 38' 22"E	157.41'
C6	22.11'	25.00'	N31° 39' 53"W	21.40'
C7	62.84'	50.00'	N37° 14' 59"W	58.78'
C8	51.83'	215.00'	N62° 21' 17"E	50.57'
C9	41.03'	215.00'	S72° 56' 10"E	41.02'
C10	39.55'	45.00'	N60° 22' 49"E	38.48'
C11	28.78'	56.00'	N74° 57' 59"E	28.45'
C12	56.23'	56.00'	S62° 33' 55"E	54.63'
C13	17.35'	56.00'	S26° 14' 12"E	17.28'
C14	43.58'	56.00'	S04° 02' 48"W	42.52'
C15	41.48'	56.00'	S40° 14' 40"W	40.62'
C16	50.89'	56.00'	N80° 08' 01"W	49.27'
C17	39.19'	56.00'	N45° 07' 46"W	38.40'
C18	29.55'	49.67'	N36° 22' 29"E	29.48'
C19	41.79'	183.00'	N56° 49' 51"W	41.69'
C20	48.57'	183.00'	S63° 34' 58"W	48.25'
C21	89.07'	244.95'	S44° 10' 49"E	88.61'
C22	47.12'	30.00'	N89° 24' 53"E	42.43'
C23	39.99'	49.67'	N12° 17' 09"E	38.89'
C24	8.99'	56.00'	S06° 04' 17"E	8.99'
C25	62.09'	56.00'	N26° 41' 18"E	59.12'
C26	41.25'	56.00'	N76° 19' 49"E	40.28'
C27	44.04'	56.00'	S56° 26' 49"E	42.92'
C28	47.75'	56.00'	S12° 57' 43"E	46.44'
C29	62.77'	56.00'	S41° 49' 28"W	59.75'
C30	8.99'	56.00'	S77° 14' 07"W	8.99'
C31	39.99'	49.67'	S58° 32' 14"W	38.48'
C32	47.12'	30.00'	S00° 35' 07"E	42.43'
C33	23.11'	49.67'	S69° 05' 58"E	22.90'
C34	10.43'	49.67'	N82° 48' 49"E	10.39'
C35	65.85'	56.00'	S68° 15' 08"E	62.49'
C36	39.09'	56.00'	S16° 22' 07"E	38.25'
C37	47.12'	56.00'	S26° 13' 53"W	45.80'
C38	43.63'	56.00'	S71° 03' 09"W	42.51'
C39	72.61'	56.00'	N51° 31' 46"W	67.90'
C40	7.41'	56.00'	N12° 09' 08"W	7.41'
C41	39.53'	49.67'	N31° 27' 46"W	38.48'
C42	43.97'	285.00'	N44° 39' 46"W	43.79'
C43	110.86'	285.00'	N32° 22' 33"W	110.14'
C44	33.91'	56.00'	N06° 55' 05"W	33.40'
C45	10.05'	56.00'	S26° 47' 40"W	10.04'
C46	10.05'	56.00'	S36° 43' 27"W	10.04'
C47	31.43'	56.00'	N51° 12' 29"E	31.04'
C48	19.35'	49.67'	N06° 29' 09"E	19.23'
C49	20.19'	49.24'	N23° 36' 29"E	20.05'
C50	71.19'	56.00'	N46° 51' 39"E	71.67'
C51	22.65'	56.00'	S66° 36' 49"E	22.72'
C52	6.19'	56.00'	S83° 57' 14"E	6.19'
C53	35.09'	56.00'	S76° 49' 23"W	34.83'
C54	10.77'	56.00'	N16° 07' 23"E	10.75'
C55	52.03'	56.00'	N47° 07' 32"E	50.28'
C56	15.87'	49.67'	S71° 54' 47"W	15.58'
C57	22.89'	49.67'	S46° 47' 28"W	22.40'
C58	15.81'	56.00'	N26° 23' 09"W	15.73'
C59	20.28'	56.00'	N07° 04' 42"W	20.18'
C60	10.79'	56.00'	N11° 11' 25"E	10.73'
C61	15.19'	56.00'	N27° 31' 12"E	15.14'
C62	14.13'	56.00'	N42° 36' 23"E	14.12'



TYPICAL PAVEMENT SECTION
(NOT TO SCALE)

SURFACE COURSE:
(3) 1 1/2" S9.5B
BASE COURSE:
8" COMPACTED AGGREGATE BASE COURSE

SEE SHEET 1 OF 6 FOR FULL CERTIFICATION

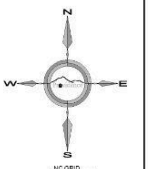
SURVEYOR:

Providence
Providence Land Group, PLLC
10342 Newtown Road
Waxhaw, North Carolina 28173
(704) 400 - 0117
NC Firm #P-0910 ~ SC COA #4356

VICINITY MAP (NOT TO SCALE):



NORTH ORIENTATION:



NC GRID
(N.A.D. 83-2011)

SCALE:



SCALE: 1" = 50'

PROJECT:

FINAL PLAT OF

HUNTINGTON HILLS, SECTION 3

CITY OF LINCOLNTON
LINCOLN COUNTY
NORTH CAROLINA

PIN 3624856356
PLAT BOOK H, PAGE 314
DEED BOOK 3374, PAGE 504

OWNER:

DEPENDABLE DEVELOPMENT, INC.
2649 BRECKONRIDGE CENTRE DR.
MONROE, N.C. 28110

REVISIONS:

DATE	ISSUED FOR	REV

DATE:
AUGUST 18, 2025
PROJ. NUMBER:
24083
DRAWING FILE:
24083 HUNTINGTON HILL PLAT DWG
DRAWN BY:
R.T.
CHECKED BY:
J.S.
SHEET NUMBER

2 of 6


OLD FARM ROAD
50' PUBLIC R/W
P.B. H, PG. 181
AUTUMN COURT
50' PUBLIC R/W
P.B. H, PG. 181
STARTOWN ROAD
60' R/W
NORTH HILLS DRIVE
HUNTINGTON HILLS DRIVE
50' PUBLIC R/W
P.B. H, PG. 181
HUNTER OAKS LANE
50' PUBLIC R/W
P.B. H, PG. 181
QUAIL FIELD PLACE
50' PUBLIC R/W
P.B. H, PG. 181
HUNTINGTON HILLS DRIVE
50' PUBLIC R/W
P.B. H, PG. 181
SEE SHEET 1 OF 6 FOR FULL CERTIFICATION
CENTURY COMMUNITIES SOUTHEAST, LLC
D.B. 3230, PG. 196
P.B. 25, PG. 46
PIN 3624962130
SHERRY HOYLE
D.B. 3570, PG. 634
PIN 3624670211
HUNTINGTON HILLS, SECTION ONE
P.B. H, PG. 181
NORTH HILLS, MAP ONE
P.B. E, PG. 143
NORTH HILLS, MAP ONE
P.B. E, PG. 145
HUNTINGTON HILLS, SECTION TWO
P.B. H, PG. 314
CRYSTAL STAMEY
W.B. 348, PG. 406
PIN 3624570 9
JOHN HERTER
JANICE HERTER
D.B. 1941, PG. 415
PIN 3624593980
C.O.S. #3
19.60 AC. ± S.F.
30' UNDISTURBED STREAM BUFFER
20' MANAGED USE ZONE
30' UNDISTURBED STREAM BUFFER
20' MANAGED USE ZONE
20' P.S.D.E.
S.C.M.E. EASEMENT
S.C.M.E. EASEMENT
S.C.M.E. EASEMENT



SURVEYOR:

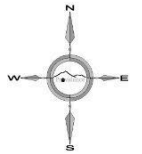
Providence

Providence Land Group, PLLC
93542 Newtown Road
Waxhaw, North Carolina 28173
(704) 400 - 0117
NC Firm #P-0910 – SC COA #4356

VICINITY MAP (NOT TO SCALE):



NORTH ORIENTATION:



NC GRID
(NAD 83-2011)

SCALE:

SCALE: 1" = 60'

PROJECT:

FINAL PLAT OF

HUNTINGTON HILLS, SECTION 3

CITY OF LINCOLNTON
LINCOLN COUNTY
NORTH CAROLINA

PIN 3624858356
PLAT BOOK H, PAGE 314
DEED BOOK 3374, PAGE 504

OWNER:

DEPENDABLE DEVELOPMENT, INC.
2649 BRECKONRIDGE CENTRE DR.
MONROE, N.C. 28110

REVISIONS:

DATE	ISSUED FOR	REV.

DATE:
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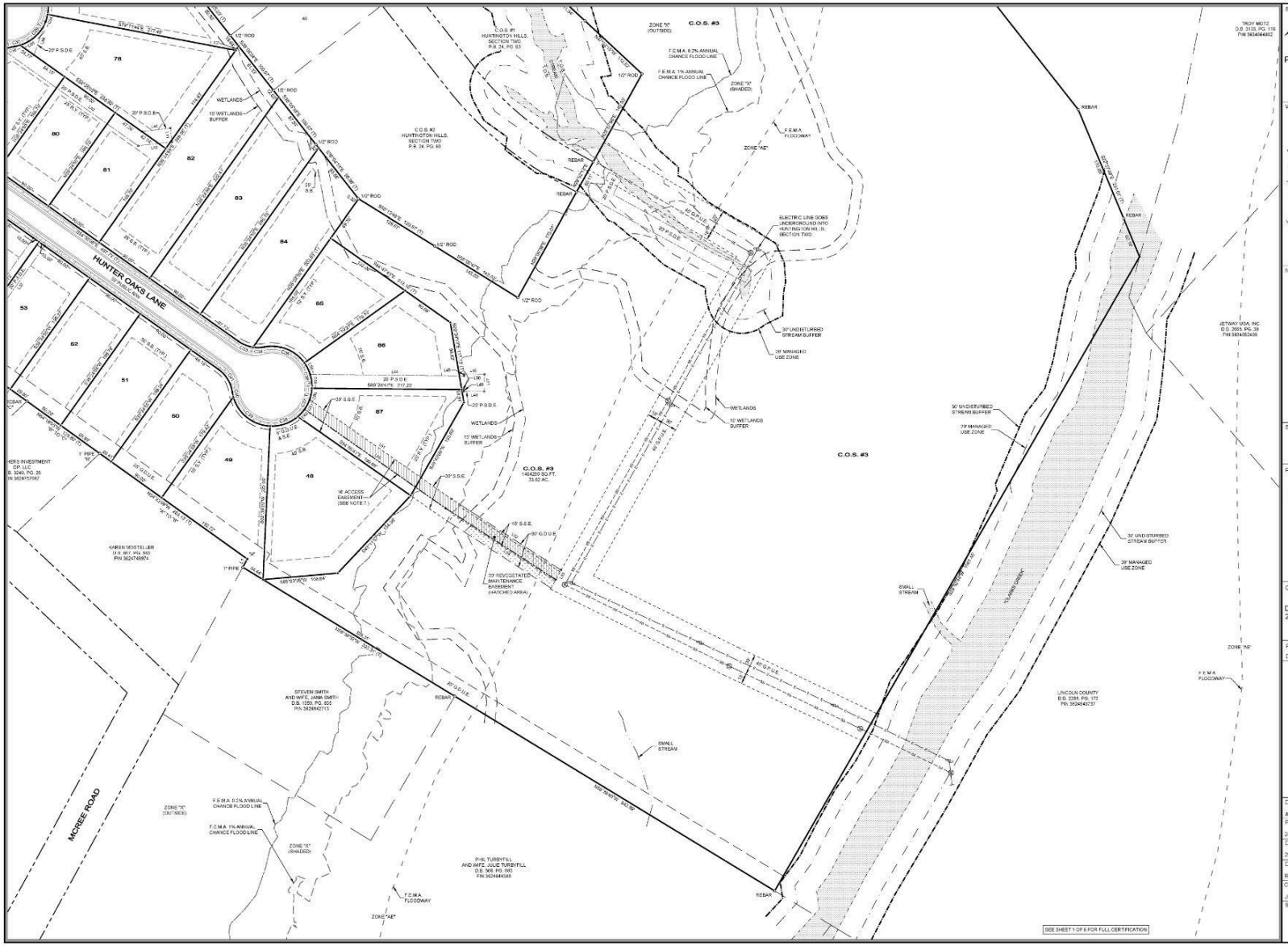
PROJ. NUMBER:
24083

DRAWING FILE:
24083 HUNTINGTON HILL PLAT.DWG

DRAWN BY:
R.T.

CHECKED BY:
J.S.

SHEET NUMBER



SURVEYOR:

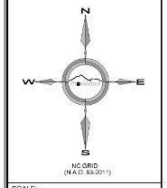
Providence

Providence Land Group, PLLC
10342 Newtown Road
Waxhaw, North Carolina 28173
(704) 400 - 0117
NC Firm #P-0910 – SC COA #4356

VICINITY MAP (NOT TO SCALE):



NORTH ORIENTATION:



NC GRID
(NAD 83/2011)

SCALE:



PROJECT:

FINAL PLAT OF

HUNTINGTON HILLS, SECTION 3

CITY OF LINCOLNTON
LINCOLN COUNTY
NORTH CAROLINA

PIN 3624858356
PLAT BOOK H, PAGE 314
DEED BOOK 3374, PAGE 504

OWNER:

DEPENDABLE DEVELOPMENT, INC.
2649 BRECKONRIDGE CENTRE DR.
MONROE, N.C. 28110

REVISIONS:

DATE	ISSUED FOR	REV.

DATE:
AUGUST 18, 2025

PROJ. NUMBER:
24093

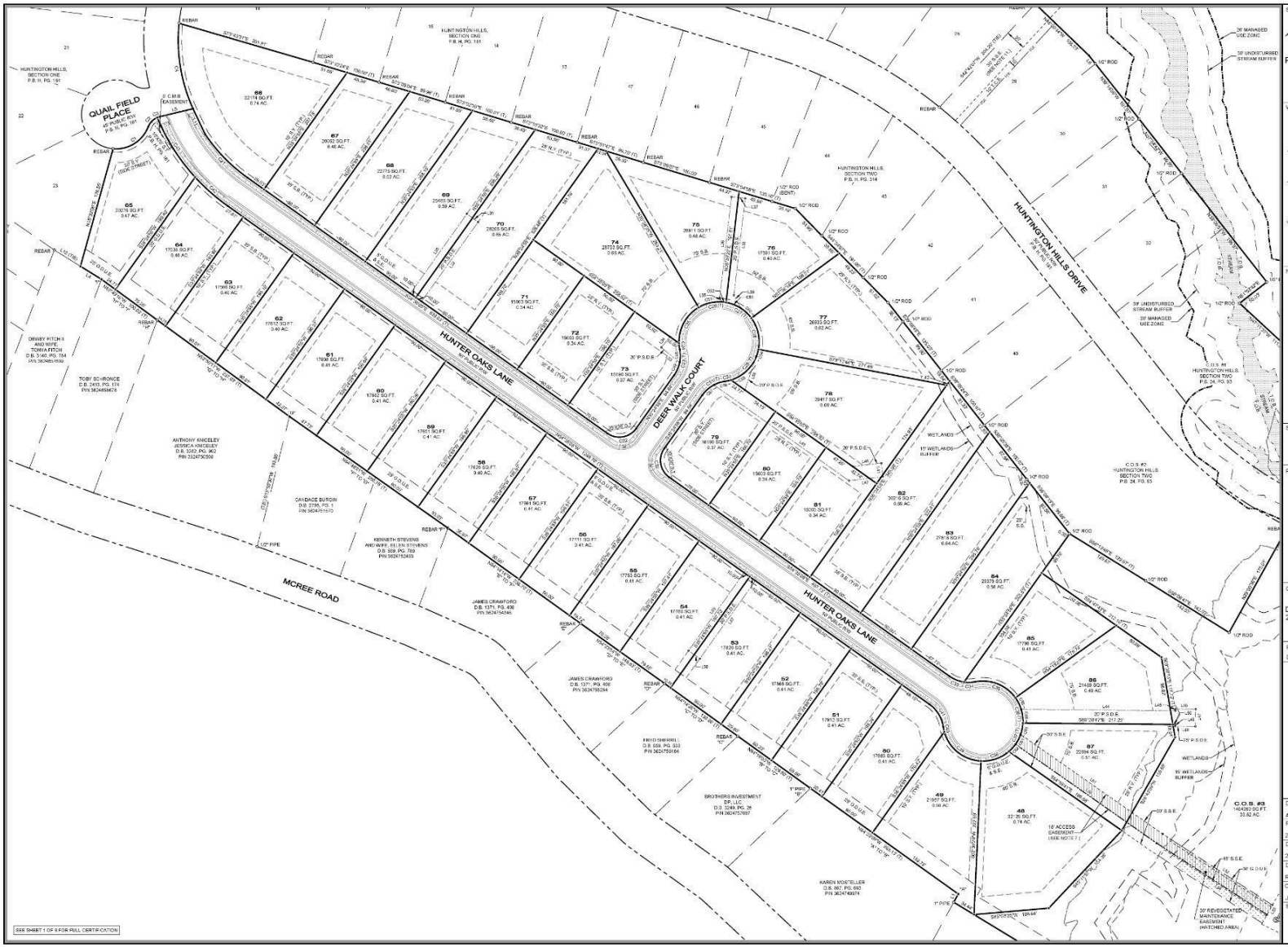
DRAWING FILE:
24093 HUNTINGTON HILL PLAT.DWG

DRAWN BY:
R.T.

CHECKED BY:
J.S.

SHEET NUMBER:

5 of 6



SURVEYOR:

Providence

Providence Land Group, PLLC
10342 Newtown Road
Waxhaw, North Carolina 28173
(704) 402 - 0117
NC Firm #P-0910 ~ SC COA #4356

VICINITY MAP (NOT TO SCALE):

SITE

NORTH ORIENTATION:

NC GRID
(NAD 83-2011)

SCALE:

0' 30' 60'

SCALE: 1" = 60'

PROJECT:

FINAL PLAT OF

HUNTINGTON HILLS, SECTION 3

CITY OF LINCOLNTON
LINCOLN COUNTY
NORTH CAROLINA

PIN 3624858356
PLAT BOOK H, PAGE 314
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OWNER:

DEPENDABLE DEVELOPMENT, INC.
2649 BRECKONRIDGE CENTRE DR.
MONROE, N.C. 28110

REVISIONS:

DATE	ISSUED FOR:	REV.

DATE:
AUGUST 18, 2025

PROJ. NUMBER:
24083

DRAWING FILE:
24083 HUNTINGTON HILL PLAT.DWG

DRAWN BY:
R.T.

CHECKED BY:
J.S.

SHEET NUMBER

6 of 6

Staff Review:

A third-party has reviewed the Surety Bond quote and confirmed that it accurately reflects the remaining costs to complete the improvements.

The final plat complies with all zoning and subdivision plat requirements.

Staff recommend the following actions:

1. Recommend approval to accept a Surety Bond for the amount listed in the packet and the Agreement for Completion of Improvements
2. Approval of the Final Plat

Motion:

Motion to approve as recommended by staff