**COUNTY OF LINCOLN**
**STATE OF NORTH CAROLINA**
**Prepared by and return to The Deaton Law Firm, PLLC, PO Box 2459, Denver, NC 28037**

# CHARITABLE GIFT AGREEMENT

This Charitable Gift Agreement (the "Agreement") is made and entered into this ____ day of September, 2026 (the "Effective Date"), by and between First Federal Savings Bank of Lincolnton, a federally chartered savings bank (hereinafter referred to as "Donor"), and the City of Lincolnton, a municipal corporation authorized and existing pursuant to the laws of the State of North Carolina (hereinafter referred to as "City"), their respective successors and assigns;

## RECITALS:

A. The City owns that municipal park located at 201 N. Poplar Street, Lincolnton, which pursuant to a previous agreement between the parties is known as "First Federal Park" (the "Park"), and is situated on those tracts or parcels of land described in Exhibit "A" herein (the "Land"[1]).

B. Donor has operated a banking, savings and loan business within the City since 1940.

C. Having serviced the banking needs of the City's citizens for almost a century, the Donor desires to contribute funds to assist the City with the maintenance of the Park pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties, on behalf of themselves, their respective successors and assigns, do hereby agree as follows:

ARTICLE 1. Agreement to Donate

1.1. Donor shall donate and convey to the City, and the City shall accept from the Donor, the sum of $100,000.00 (the "Donation"), for the uses and pursuant to the terms, conditions and restrictions contained in this Agreement.

[1] Parcel 72377 is property of the North Carolina Department of Transportation ("DOT") used by the City with permission of the DOT and shall be referred to herein as a part of the Land.

1.2. Subject to the further terms, conditions and restrictions of this Agreement, Donor shall give the Donation pursuant to the following schedule:

a. The sum of $75,000.00 shall be paid on or before the Effective Date (the "Initial Payment"); and
b. The sum of $25,000.00 shall be paid in five (5) annual installments (each, an "Annual Payment") of $5,000.00 each, plus a CPI Adjustment, on the five subsequent anniversaries of the Effective Date.

1.3. The "CPI Adjustment," as defined herein, shall mean an adjustment to the five (5) Annual Payments calculated as follows:

Annually, the Annual Payment shall be adjusted and obtained by multiplying the previous year's Annual Payment (or the sum of $5,000.00, if this is the first Annual Payment) by a fraction, the numerator of which is the Consumer Price Index for Urban Consumers for all items (the "CPI-U") for July of the current year, and the denominator of which is the CPI-U for July of the previous year.

Notwithstanding the foregoing, however, in no event shall the Annual Payment be increased more than three percent (3%) from the previous year's Annual Payment.

1.4 Each payment of the Donation shall be made by the Donor in federally available funds by check or wire transfer to the City.

1.5 This Agreement shall become effective on the Effective Date and shall continue until the earlier to occur of either a termination of this Agreement as provided in Article 6 or 25 years from the Effective Date.

1.6 Donor shall continue to have a right of first refusal (the "Right of First Refusal"), after the termination of this Agreement, for an additional period of ten (10) years (the "Right of First Refusal Period"), to have Naming Rights to the Park. In the event another potential donor during the Right of First Refusal Period has made an offer which the City desires to accept, the City shall provide the Donor a copy of the signed offer and sixty (60) days to match the terms of said offer, which the Donor may or may not accept in its sole discretion.

ARTICLE 2. Conditions Precedent

2.1. The Donor's obligation to make the Initial Payment, and each Annual Payment thereafter, shall be specifically conditioned upon the City's continued performance of this Agreement, and further upon there being no law, statute, ordinance, ruling or order declaring the Donor's Donation or any part of this Agreement to be void, voidable or illegal.

ARTICLE 3. The City's Obligations

For and during the term of this Agreement:

3.1. The City gives, grants and conveys to the Donor the exclusive right to name the Park, and to use its name inside the Park on all equipment and all appurtenances thereof for the term of this Agreement (the "Naming Rights"), which Naming Rights shall include, but not be limited to, the following:

3.1.1. The right to erect an architecturally appropriate sign within the Park containing the Park's name, including on such sign a website address and commercial trademarks of the Donor.

3.1.2. The right to maintain, repair and replace any such sign, together with the right of the Donor to come in and on to the Park at all reasonable times to perform any such needed or desired maintenance, repair and replacement.

3.1.3. The right to approve, during the term of this Agreement, any other naming opportunities or sponsorships into which the City desires to enter inside the Park.

3.1.4. The right to change the name of the Park if, during the term of this Agreement:

a. the Donor changes its corporate name;
b. the Donor merges or is merged into another entity; or
c. substantially all of the assets of Donor are acquired by another banking entity.

3.2. The City shall maintain and continue to maintain the Park in a good, clean and safe condition, open and available for the reasonable use of the public.

3.3. The City shall use each and every payment of the Donation only for the hard, actual costs of improving or maintaining the Park, such hard costs to be defined solely as:

a. The costs of materials used to improve or maintain the Park; and
b. The actual costs of labor used to improve or maintain the Park, with no more than ten percent (10%) of the Donation being allocated to clerical or administrative work or fees.

3.4. Upon the request of the Donor, City shall provide an accounting of its use of the funds from the Donation for the construction and maintenance of the Park.

ARTICLE 4. Warranties and Representations

4.1. The City warrants and represents as follows, which warranties and representations are presently true and correct and which shall continue to be true and correct during the term of this Agreement, acknowledging that the Donor has relied upon these warranties and representations in entering into this Agreement:

4.1.1. The City has the authority to enter into this Agreement, and this Agreement has been approved by a valid and binding resolution of its city council after all required public notices have been duly given.

4.1.2. The party or parties executing this Agreement on behalf of the City have been duly authorized to execute this Agreement.

4.1.3. The City has fee simple title in and to the Land, together with all personal property comprising or to comprise the Park.

4.1.4. The City is a qualified donee, and the Donor's Donation and the City's use thereof shall be for exclusively public purposes as defined by 20 USC §170(c)(1).

4.2 The Donor warrants and represents as follows, which warranties and representations are presently true and correct and which shall continue to be true and correct during the term of this Agreement, acknowledging that the City has relied upon these warranties and representations in entering into this Agreement:

4.2.1. The Donor has the authority to enter into this Agreement, and this Agreement has been approved by a valid and binding resolution of the Donor's Board of Directors.

4.2.2. The party or parties executing this Agreement on behalf of the City have been duly authorized to execute this Agreement.

ARTICLE 5. Public Notice.

5.1. To honor the Donor, and to express the appreciation of the City, publicity in the form of news announcements, both internal and external, may be made with the permission of the Donor.

5.2. This Agreement may be recorded by either party in the Office of the Register of Deeds of Lincoln County, which recordation shall be and become an encumbrance on the Land.

ARTICLE 6. Termination of Agreement

This Agreement may be terminated prior to the end of its term:

6.1. By the City, in the event of a default by the Donor, as provided in Section 7.2 herein;

6.2. By the Donor:

a. In the event of a default by the City, as provided in Section 7.1 herein; or

b. In the event the Donor determines, in its reasonable discretion, that the City is not maintaining the Park in a good state adequate for public usage, and such fault reflects negatively on the name or reputation of the Donor.

ARTICLE 7. Default and Remedies

7.1. In the event of a default by the City in this Agreement, after having been provided notice of said default in writing by the Donor and thirty (30) days to cure said default, the Donor shall be entitled to, in addition to any other remedies at law and equity, a termination of this Agreement and the return of the Donation paid by the Donor at the time of the breach of this Agreement.

7.2. In the event of a default by the Donor in this Agreement, after having been provided notice of said default in writing by the City and thirty (30) days to cure said default, the City shall be entitled to, as its sole remedy, either specific performance of this Agreement or a termination thereof pursuant to Article 6 herein.

7.3. In the event either party brings an action to enforce its rights hereunder, the costs of such action, including reasonable attorneys' fees of the prevailing party, shall be borne by the non-prevailing party.

ARTICLE 8. Miscellaneous

8.1. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

8.2. Notices. All notices and communications hereunder shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be deemed effective when delivered personally, delivered electronically via email or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to Donor, then to:
First Federal Savings Bank of Lincolnton
Attn: Kelly Atkins
320 E. Main St.
Lincolnton, NC 28092
Email: kelly.atkins@ffsb-nc.com

With a copy to:
The Deaton Law Firm, PLLC
Attn: Wesley Deaton
PO Box 2459
Denver, NC 28037
Email: wldeaton@deatonlegal.net

If to the City, then to:
City of Lincolnton
Attn: Ritchie Haynes, City Manager
PO Box 617

Lincolnton, NC 28093
Email: rhaynes@lincolntonnc.org

With a copy to:

John Friguglietti, Esq.
204 S. Academy St.
Lincolnton, NC
Email: jfriguglietti@lincolntonnc.org

The names and addresses for the purposes of this paragraph may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein (if no such written notice of change has been received) shall be deemed to continue in effect for all purposes hereunder.

8.3. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and may not be altered, amended or waived except for an instrument in writing signed by all of the parties hereto.

8.4. Time. Time is of the essence of each and every provision of this Agreement.

8.5. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement.

8.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

8.7. Construction of Agreement. All parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party hereto based upon authorship.

8.8. Partial Invalidity. In the event that any paragraph or portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Agreement shall be stricken from and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute this entire Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

FIRST FEDERAL SAVINGS BANK OF LINCOLNTON, DONOR

By: _____(SEAL)
_____, ____ President

Date:_____

STATE OF NORTH CAROLINA
COUNTY OF _____

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 ____ President of FIRST FEDERAL SAVINGS BANK OF LINCOLNTON, and that by authority duly given and as the act of FIRST FEDERAL SAVINGS BANK OF LINCOLNTON, the foregoing instrument was signed by the President.

WITNESS my hand and notarial seal, this ____ day of _____, 2026.

_____
Notary Public

My Commission Expires:

_____

**CITY OF LINCOLNTON, CITY**
A North Carolina Municipal Corporation

ATTEST: (SEAL) By: _____
_____, _____

_____

_____, City Clerk

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
_____, Finance Director
City of Lincolnton

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

_____
John Friguglietti, Attorney for the City of Lincolnton

**STATE OF NORTH CAROLINA**
**COUNTY OF LINCOLN**

I, _____ a Notary Public of said County and State, certify that _____ personally came before me this day and acknowledged that he/she is 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 City Manager, sealed with its corporate seal and attested by him/her as its City Clerk.

Witness my hand and seal this _____ day of _____, 2026.

_____
Notary Public

(SEAL)
My Commission Expires: _____

**EXHIBIT "A"**
(Property Description)

**Parcel 56299**
All that piece or parcel of land situate, lying and being in Lincolnton Township, Lincoln County, North Carolina, said tract being a portion of Norfolk Southern Railway Company's property lying between E. Pine Street E. Sycamore Street as found in the City of Lincolnton, with said piece or parcel of land being more particularly described as that 0.334 of an acre parcel of land shown on a Plat of Survey prepared by Roy C. Turner, North Carolina Registered Land Surveyor No. L1022, titled "Boundary Survey for Mark Kent Fullerton", dated June 20, 1996 and revised on August 19, 1996, a copy of which is attached hereto and made a part hereof.

**Parcel 72377**
Being all and the full contents of Tract Three as shown on that Plat entitled "Map Six of Seven Boundary Survey For: The City of Lincolnton, N.C. of the Old Abandoned Carolina and Northwestern Railway" by Roy C. Turner, Registered Surveyor, dated July 16, 1996 and being recorded in Book H at Page 157 of the Lincoln County Public Registry.

**Parcel 20410**
All that certain lot, tract or parcel of land, situate, lying, and being in Ward One in the City of Lincolnton, Lincoln County, North Carolina, and being more particularly defined and described by metes and bounds as follows, viz:

BEGINNING at a stake in the southeast corner of the intersection of North Poplar and East Pine Streets and running thence with and along the East edge of North Poplar Street, South 20 ½ deg. East 72 feet to a stake, corner of Mrs. Neva Detter lands; thence with Detter line, North 69 ½ deg. East 99 feet to a stake, corner of R. L. Ford property; thence with said property line, North 20 ½ deg. West 72 feet to a stake in south edge of East Pine Street; thence with and along south edge of East Pine Street, South 69 ½ deg. West 99 feet to the BEGINNING.

**Parcel 20411**
Situate, lying, and being in Ward One in the Town of Lincolnton, Lincoln County, North Carolina, and being known as a part of the John R. Detter estate, and being more particularly defined and described by metes and bounds in accordance with a plat as prepared by A. B. Heavner, Registered Surveyor, on September 27, 1941, as follows:

BEGINNING at a stake, Hal Hoyle's southwest corner and runs with his line thence North 70 deg. East 100 feet to a stake, Hoyle's southeast corner and corner of R. L. Ford; and runs thence with Ford's line, South 20 deg. East 100 feet to stake, Plato Miller's corner in Ford's line; thence, with Miller's line, South 70 deg. West 100 feet, at the east edge of North Poplar Street; thence, with Poplar Street, North 20 deg. West 100 feet to the BEGINNING.

**Parcel 20412**

BEGINNING at a stake at the intersection of Sycamore Street with Poplar Street and runs with Poplar Street N. 25 W. 50 feet to a stake in the edge of Poplar Street; thence a new line N. 65 E. 100 feet to the Jenkins line; thence with the old line between the property owners, Jenkins and Detter S. 25 E. 50 feet to a stake in the edge of Sycamore Street; thence with Sycamore Street S. 65 W. 100 feet to the beginning. Said lot lies East of Poplar Street and North of Sycamore Street and is a portion of the John Detter Estate.

**Parcel 20409**

BEGINNING at an iron stake on the south edge of East Pine Street, in Ward One of the Town of Lincolnton, an old corner, and runs thence with the south edge of said Street North 69-50 E 75 feet to a stake; thence a new line with other property of Rocky Ford Hatchery, Inc. South 19-52 East 115.50 feet to a stake, new corner in line of other property of Pauline B. Ford, thence with her line South 69-19 West 75 feet to a stake; thence with the old line North 19-52 West 116.18 feet to the BEGINNING, being carved out of property conveyed to Rocky Ford Hatchery, Inc., by deed recorded in Book 359 Page 9, Lincoln County Public Registry.

The above description is in accord with survey made by Ronnie Dedmon, Registered Surveyor, November 17, 1974.

**Parcel 20408**

BEGINNING at an iron stake on the South side of East Pine Street, corner with Beam and runs thence with his line S 19 E 116.01 feet to an old iron stake; thence S 70-16 W 123.28 feet to an iron stake; thence with other lands of Pauline B. Ford, N 19-52 W 115.50 feet to a point on the South edge of East Pine Street; thence with the South edge thereof N 69-50 E 125 feet to the BEGINNING.

The foregoing description is based on an actual survey by Ronnie Dedmon, Registered Surveyor, November 17, 1974, and upon which is situated an old hatchery building and other improvements.

**Parcel 20413**

Lying and being in Lincolnton Township, and more particularly described as follows: Situate in the Northeast Square or Ward of the Town of Lincolnton, Lincoln County, State of North Carolina, -fronting on Sycamore Street, -adjoining lot No. 23, -known as the C.C. Henderson lot, -shown on the plat of said Town, -also the lot belonging to the heirs of J.R. Detter, dec'd., and bounded as follows: - Beginning at a stake, corner of lot No. 23-known as the Henderson log, and runs thence with a line of said lot-N. 21 1/2 W.6 poles to a stake-anew corner; thence a new line S. 68 1/2 W.6 poles to a stake, a new corner in old line of lot NO. 22-it being a corner in the Detter line, then, with a line of the Detter lot S. 21 1/2 E. 6 poles to a stake in the edge of Sycamore Street-Detter's corner; then, with the Northern edge of Sycamore Street N. 68 ½ E. 6 poles to the beginning,-it being the Southern half of lot No. 22 as shown in the plat of said Town of Lincolnton.