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Gaston, NC
Susan S. Lockridge Register of Deeds
BK 5443 PG 1805-1861

RESOLUTION TITLE: AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN GASTON COUNTY, LINCOLN COUNTY, AND RIVERBEND PRESERVE, LLC

- WHEREAS, this Ordinance is adopted for the purpose of approving a Development Agreement (the "Agreement") by and between Lincoln County ("Lincoln"), Gaston County ("Gaston") and Riverbend Preserve, LLC, a North Carolina limited liability company ("Riverbend") pursuant to the authority granted by Article 10, Chapter 160D of the North Carolina General Statutes; and,
- WHEREAS, the General Assembly has determined that development projects often occur in multiple phases over several years, requiring a long-term commitment of both public and private resources; and,
- WHEREAS, Riverbend submitted, and was approved for, a rezoning request identified as REZ-23-01-06-00137, which was a request to rezone from (R-1) Single Family Limited with (SH) Special Highway and (US) Urban Standards Overlays to the (CD/I-2) Conditional General Industrial with Special Highway (SH) and Urban Standards (US) Overlays; and,
- WHEREAS, Riverbend is the owner of Lincoln County Parcel No. 70208 (the "Lincoln Parcel") and Gaston County Parcel No. 310408 (the "Gaston Parcel") (collectively referred to with the Lincoln Parcel as the "Property") and desires to develop an industrial park on both of the Properties; and,
- WHEREAS, the adoption of this Ordinance and approval of the Agreement (attached hereto as Exhibit A) are undertaken for economic development purposes, to provide water and sewer services from Lincoln to the Property, and to provide necessary funding for the extension of said water and sewer services subject to the terms of the Agreement; and,
- WHEREAS, the Agreement provides for the installation of Lincoln County water and sewer infrastructure to the Property, which shall be solely funded from grant funds received from the General Assembly to Lincoln, for that purpose, in the amount of \$18.55 Million; and,
- WHEREAS, the Agreement provides that Lincoln shall exercise all efforts to provide water and sewer utilities to the Property no later than twenty-three (23) months after Lincoln's approval of construction plans for said infrastructure; and,
- WHEREAS, the Agreement and the statutorily required legislative public hearing have been properly advertised and noticed to the public as required by N.C.G.S. §160D-1005; and,

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	CBrown	CCloninger	AFraley	BHovis	KJohnson	TKeigher	RWorley	Vote
2023-337	10/24/2023	BH	AF	A	A	A	A	A	A	A	U

DISTRIBUTION:


Laserfiche Users

WHEREAS, the Gaston County Board of Commissioners hereby finds that approval of the Agreement is in the best interest of Gaston County, and is consistent with the requirements set out in Article 10, Chapter 160D of the North Carolina General Statutes.

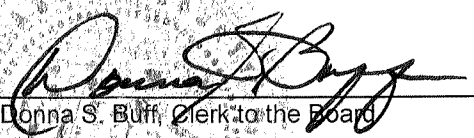
NOW, THEREFORE, BE IT RESOLVED by the Gaston County Board of Commissioners that after consideration of the development agreement, the foregoing findings, and the authority granted to Gaston County by Chapter 160D of the North Carolina General Statutes, it is hereby ordained as follows:

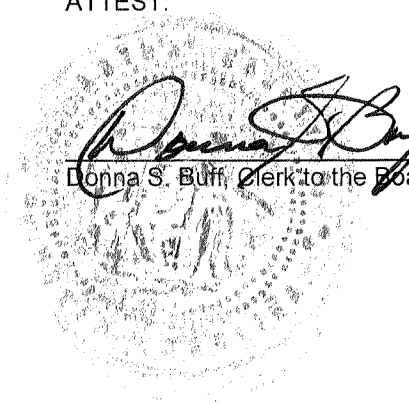
1. The recitals set forth hereinabove are incorporated as part of this Ordinance.
2. The agreement between Lincoln County, Gaston County, and Riverbend Preserve, LLC, which is attached hereto as Exhibit A, is hereby approved.
3. The County Manager is hereby authorized to execute the agreement, and any other necessary documentation required on behalf of Gaston County.
4. This Ordinance is adopted in the interest of public health, safety, and general welfare of Gaston County, and shall be in full force and effect from and after its adoption.

Adopted this 24th day of October, 2023.


Chad Brown, Chairman
Gaston County Board of Commissioners

ATTEST:


Donna S. Buff, Clerk to the Board



Drafted by and Return to:
Womble Bond Dickinson (US) LLP (JCC)
555 Fayetteville Street, Suite 1100
Raleigh North Carolina 27601

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN
COUNTY OF GASTON

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Development Agreement”) is made this 24th day of October, 2013 by and between the **Lincoln County**, a North Carolina body politic and corporate, its successors or assigns (“LC”), **Gaston County**, a North Carolina body politic and corporate, its successors or assigns (“GC”) (individually the “County” or collectively the “Counties”) and **Riverbend Preserve, LLC**, a North Carolina limited liability company, its successors or assigns (“Riverbend”) (collectively LC, GC and Riverbend are the “Parties” and individually each is a “Party”).

RECITALS:

LC’s Planning, Riverbend’s Acquisition of the Entire Property and Rezoning of Parcel A

WHEREAS, for more than a decade, LC identified property north of its common border with GC, east of NC Highway 16 and west of the CSX railroad corridor (“Parcel A”) as being appropriate for small area planning and after careful planning and consideration, LC developed and adopted the NC 16/Woodcock Farms Small Area Plan in 2012; and

WHEREAS, the NC 16/Woodcock Farms Small Area Plan, identifies Employment Center as the appropriate future use for the Parcel A, but development of the Parcel A as an Employment Center was impeded by a lack of availability of public water and sewer services; and

WHEREAS, in 2017, Riverbend acquired approximately 867 acres of land described on Exhibit A, Sheets 1-4 of this Development Agreement (the “Entire Property”), a portion of which

is Parcel A and Parcel A is shown on **Exhibit A, Sheet 4** as Tract 6 and containing approximately 248 acres; and

WHEREAS, Riverbend began undertaking its land studies to plan and develop a master plan to identify appropriate mixture of uses and development of the Entire Property; and

WHEREAS, consistent with LC's NC 16/Woodcock Farms Small Area Plan Riverbend identified and planned "Development Area A" of **Exhibit B** as an industrial park and the portion Development Area A north of the red-dashed Lincoln/Gaston boundary line shown on **Exhibit B** is Parcel A; and

WHEREAS, LC further carefully planned, developed, and adopted in 2019 its 2018 Land Use Plan for the entire County to guide LC's land development decisions within LC's planning jurisdiction ("LC's Land Use Plan"), noting in Guiding Principle Four of its Land Use Plan that:

It is in Lincoln County's best interests to retain a healthy mix of residential and economic (job-creating) development. No county can financially afford to simply be developed as solely a "bedroom community" and the vitality of the County in the long term requires planning now for sustaining a strong economic base. A part of that planning involves how and where job-creating land uses should be located and how they should relate to adjacent uses. *LC's Land Use Plan*, p. 36.

WHEREAS, LC's Land Use Plan establishes Community Types to identify and describe different development patterns, types, and intensities prevalent to different areas of the county; and

WHEREAS, LC's Land Use Plan establishes the term Industrial Center as a Community Type and recognizes this type to support large-scale manufacturing and production uses; including assembly and processing, regional warehousing and distribution, bulk storage, and utilities; LC's Land Use Plan, p. 26; and

WHEREAS, Industrial Center areas are located in proximity to major transportation corridors and are generally buffered from surrounding development by transitional uses or landscape areas that increase in size as development intensity increases LC's Land Use Plan, p. 26; and

WHEREAS, Strategy 4.1.1. of LC's Land Use Plan directs LC to "identify the location of future prime industrial/manufacturing/distribution employment centers" LC's Land Use Plan, p. 36; and

WHEREAS, consistent with LC's 2012 NC 16/Woodcock Farms Small Area Plan and in furtherance of Guiding Principle Four and Strategy 4.1.1., LC's Land Use Plan specifically designated the Parcel A as a future Industrial Center, describing industrial centers as supporting "large-scale manufacturing and production uses; including assembly and processing, regional

warehousing and distribution, bulk storage and utilities...in close proximity to major transportation corridors” (*LC’s Land Use Plan, 2017 Land Use County Map* & p. 26); and

WHEREAS, after completing its initial master plan work, Riverbend submitted to LC in May 2019 its rezoning application, which Riverbend later revised in May 2022, to request LC’s Board of County Commissioners (“LC’s BOC”) to rezone the *Parcel A*, acres, to Planned Development-Mixed Use (PD-MU) District as it is shown on Riverbend’s Schematic Site Plan which is a part of its rezoning application and attached as **Exhibit B** to this Development Agreement to allow industrial uses within Development Area A shown on **Exhibit B** of *Parcel A* and to conserve approximately forty percent (40%) of *Parcel A* as open space and passive recreation uses; and

WHEREAS, for many years, development of *Parcel A* as an industrial and employment center has been impeded by lack of available public water and sewer to serve *Parcel A*, and a substantial change of circumstance occurred in July 2022 when the North Carolina General Assembly adopted its 2022 “**Current Operations Appropriation Act of 2022**” (Session Law 2022-74) which includes Part XII “Environmental Quality, Water and Sewer Infrastructure Funds,” Section 12.9(e), appropriating \$18,550,000.00, (amended by Session Law 2023-11, Part IV, “Lincoln/Gaston Water/Sewer”, Section 4.2) to LC, which expands LC’s water and sewer system allowing LC to provide its public water and sewer services to *Parcel A* and other lands located in southern LC, northern GC and further enabling possible new interconnections with other public water and sewer systems establishing increased public health and safety protection for all these systems in case of emergencies; and

WHEREAS, Riverbend’s rezoning request was approved by LC’s BOC on August 1, 2022, and *Parcel A* was rezoned to the PD-MU District allowing industrial uses to be located on the *Parcel A* as shown on its Schematic Site Plan which is part of Riverbend’s rezoning application and is attached as **Exhibit B** of this Development Agreement; and

WHEREAS, when rezoning the *Parcel A* to the PD-MU District, LC’s BOC found that **(1)** Riverbend’s rezoning request was consistent with LC’s Land Use Plan and other plans adopted by LC and **(2)** Riverbend’s request was reasonable because *Parcel A* is located along a four-lane, divided highway at a planned intersection, buffered from adjoining residential properties by streams, 100-year floodplain and a railroad corridor and the Industrial Park will provide jobs and increase LC’s tax base; and

GC’s Planning, Availability of Public Water and Sewer and Rezoning of Tracts 1A and 2

WHEREAS, the Entire Property includes a parcel of land directly south and contiguous with *Parcel A* located in GC containing approximately 311 acres as shown on **Exhibit A, sheet 2** as Tract 2 and the portion of Tract 2 not located in Mountain Island Lake Critical IV Watershed is approximately 119 acres and identified in this Development Agreement as *Parcel A1*; and

WHEREAS, Riverbend planned *Parcels A* and *A1* to be developed as a single integrated industrial park (the “Industrial Park”) and when the Industrial Park is developed, it will increase taxable property, employment opportunities, industrial output and business prospects in LC and GC while conserving substantial portions of *Parcels A* and *A1*; and

WHEREAS, on September 27, 2016, GC adopted its Gaston County Comprehensive Land Use Plan (“GC’s Land Use Plan”) to guide future development decisions in GC; and

WHEREAS, GC’s Land Use Plan plainly states:

Gaston County understands that high quality utility services are vital to having good employers, organizations, attracting new residents and supporting existing ones. Looking forward, Gaston County recognizes its need for enhanced utilities, but also that location plays a large role in shaping future development. The County strives to improve service, but to do so in a way that prevents sprawl-type development. GC’s Land Use Plan, p. 20

WHEREAS, GC’s Land Use Plan recognizes that “[t]he County neither owns nor operates water and sewer treatment facilities” GC’s Land Use Plan, p. 129; and

WHEREAS, GC’s Land Use Plan establishes eight principle goals, where the third goal, is to “*Improve energy, water and telecommunications throughout Gaston County*” and the third goal’s objectives and strategies include to (1) “[p]lan utilities for designated areas that are underserved or need improvement, (2) [t]arget funding to strategic areas where return on investment will be the greatest and (3) [e]ncourage a County-wide partnership to support utility investment; and

WHEREAS, GC’s Land Use Plan does not consider LC extending its water and sewer system, but nevertheless GC’s Land Use Plan foresees growth of the Entire Property located in GC and other land in its vicinity, recognizing that Highway 16 is a major roadway GC’s Land Use Plan, p. 33, and “a high number of transportation trips [are] made along...Highway 16” GC’s Land Use Plan p. 50; and

WHEREAS, GC’s Land Use Plan establishes five (5) small area planning districts and the Entire Property is located in the *Riverfront Gaston/Northeast Gaston Small Area Plan* (the “GC’s SAP”) GC’s Land Use Plan, p. 50; and

WHEREAS, GC’s SAP designates, without available public water and sewer service, the Entire Property as suburban development, recognizing that four of the five key issues associated with the GC SAP are (1) preservation of open space, (2) road improvements and better connectivity, (3) increased job opportunities and (4) increased commercial opportunities; and

WHEREAS, Riverbend’s land studies and master plan for the Entire Property considers GC’s Land Use Plan and GC’s SAP adding the change of circumstance that public water and sewer will be available to the Entire Property and identifies Parcel A1 as part of the Industrial Park, conserving approximately twenty percent (20%) of Parcel A1 for open space and passive recreation uses and the remainder of the Entire Property located in GC for residential uses principally with some commercial uses (“Parcel 2”); and

WHEREAS, after the General Assembly’s appropriated funds for extending LC’s water and sewer system to the Industrial Park, Riverbend submitted two rezoning applications to GC on

January 2, 2023 that included **Exhibit C** which is Riverbend's Schematic Site Plan, one application requesting GC's Board of County Commissioners ("GC's BOC") to rezone Parcel A1 to Conditional District General Industrial (CD/I-2) and this application is designated in GC's records as REZ-23-01-06-00137 ("Parcel A1 Rezoning Request") and the other application requests GC's BOC to rezone Parcel 2 to Conditional District Light Commercial (CD/C-1) and Conditional District Single Family 8,000 Square Feet (CD-RS-8) and this application is designated in GC's records as REZ-23-01-06-138 ("Parcel 2 Rezoning Request"); and

WHEREAS, GC's BOC held a public hearing on both the Parcel A1 Rezoning Request and the Parcel 2 Rezoning Request on March 28, 2023 and after closing the public hearings, GC's BOC approved the Parcel A1 Rezoning Request and the Parcel 2 Rezoning Request as shown on **Exhibit C** of this Development Agreement and requested additional zoning conditions to which Riverbend consented and these conditions are attached to **Exhibit C** as **Sheets 1 and 2**, finding each rezoning is consistent with GC's Land Use Plan because **(1)** the key issues for citizens in the GC's SAP are preservation of open space, road improvements, and better connectivity to other areas of GC, increased job opportunities, maintaining the rural "feel" of the area and increased commercial opportunities, **(2)** the rezonings satisfy the vision of suburban development because Riverbend's proposed development will create a significant presence of single-family residences around commercial pockets representing a standard suburban center, **(3)** the rezonings satisfy the third goal of GC's Land Use Plan as utilities from LC target funding for utilities in strategic areas where the return on investment will be the greatest, and provide utilities in underserved areas to help increase improvement momentum, **(4)** the rezonings satisfy the fourth goal of GC's Land Use Plan because they propose commercial spaces near residential areas by having a network of walkable communities that support each other economically, **(5)** the rezonings satisfy the fifth goal of GC's Land Use Plan as coordination with LC encourages county-wide partnerships to support local and regional objective and pursues a regional approach to improve utilities with municipalities working together with GC to target areas for development and **(6)** the rezonings satisfy the sixth goal of GC's Land Use Plan as the rezonings establish large buffers, and protective measures for existing natural resources as part of Riverbend's proposed development with a portion of the Entire Property being dedicated to expansion of the Carolina Thread Trail; and

GC's Zoning Conditions, Authority to form Development Agreements, Interlocal Agreements and Formation of this Development Agreement

WHEREAS, in Article 10, Chapter 160D of the North Carolina General Statutes, the North Carolina General Assembly authorizes LC and GC to form development agreements with developers, finding **(1)** development projects which occur in multiple phases over several years require long-term commitments of both public and private resources; **(2)** these developments often create community impacts and opportunities that are difficult to accommodate within traditional zoning processes; **(3)** because of their scale and duration, these projects often require careful coordination of public capital facilities planning, financing, and construction schedules and phasing of the private development; **(4)** these projects involve substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of the development; and **(5)** these developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas. N.C. Gen. Stat. § 160D-1001; and

WHEREAS, recognizing the findings made by the General Assembly concerning development agreements, LC's BOC and GC's BOC determined that the Industrial Park is a project suitable for formation of a development agreement and approved zoning conditions as part of its rezoning approvals requiring formation of a development agreement regarding the Industrial Park; and

WHEREAS, the General Assembly enables the Counties through multiple authorizations, including without limitation Article 20, Chapter 160A (Interlocal Cooperation), N.C.G.S. § 143B-437.08 (Two-County Industrial Park), N.C.G.S. § 160D-1006(c) (more than one local government as party of a development agreement), N.C.G.S. § 158-7.4 (Interlocal Agreements Concerning Economic Development) and N.C.G.S. § 160D-203 (Spit Jurisdiction), among others, to form agreements where a single development is located in two counties; and

WHEREAS, GC and LC have further planned for development of the Industrial Park by collaborating and agreeing to their "Riverbend Joint Development Project Term Sheet"; and

WHEREAS, the Parties recognize that careful coordination and integration of development of the Industrial Park with development of public infrastructure and facilities, including delivery of public water and sewer to the Industrial Park is important and in the public's interest, and therefore have agreed to the integrated and joint schedule for development of the Industrial Park and delivery of public water and sewer to the Industrial Park which is set forth in **Exhibit D** and made a part hereof by reference; and

WHEREAS, the details concerning the Facility and the Land required by N.C.G.S. § 160D-1006 are set forth in **Exhibit E** and made a part hereof by reference; and

WHEREAS, the Counties and their Boards of Commissioners find that the development of the Industrial Park will **(1)** occur in multiple phases over several years, requiring a long-term commitment of both public and private resources, **(2)** create community impacts and opportunities difficult to accommodate within traditional zoning processes, **(3)** require careful coordination of public capital facilities planning, financing, and construction schedules and phasing of private development because of their scale, **(4)** involve substantial commitment of private capital and Riverbend is unwilling to risk such private capital without sufficient assurances that the development standards that apply to the Industrial Park remain stable through the extended period of development, and **(5)** forming a development agreement with Riverbend provides better structure and management of the development approvals for the Industrial Park and ensure their proper integrations into the Counties' capital facilities programs; and

WHEREAS, after careful review and deliberation, the Counties and their Boards of Commissioners finds that the Industrial Park constitutes development suitable to be planned and developed through a development agreement as permitted by Article 10 of Chapter 160D of the North Carolina General Statutes and that it is in the Counties' interest to enter into this Development Agreement because significant benefits to the Counties and their citizens will be realized as a result of the Industrial Park and this Development Agreement; and

WHEREAS, each County has published notice of, mailed notice of, posted on the Industrial Park notice of and has held a public hearing concerning this Development Agreement as required

by N.C.G.S. § 160D-1005 and otherwise completed all steps, conditions, and requirements necessary for the Counties to consider the approval of this Development Agreement as permitted by law; and

WHEREAS, after holding the legislative hearing and carefully considering the terms and conditions of this Development Agreement, the Counties and their Boards of Commissioners duly approve this Development Agreement as a legislative decision as required by N.C.G.S. §§ 160D-1003 and 1005 and direct its execution by the respective Chairmen of their Boards of Commissioners and attestation by the respective County Clerk to the Board of Commissioners.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, and pursuant to North Carolina law, the Counties and Riverbend agree as follows:

TERMS AND CONDITIONS OF THIS AGREEMENT

ARTICLE 1. RECITALS

- 1.1 Incorporation of Recitals. The Parties agree the above Recitals are true and correct and are incorporated as material terms of this Development Agreement and are binding on the Parties.

ARTICLE 2. DEFINITIONS

In the construction of this Development Agreement and its incorporated Exhibits, the following capitalized terms shall have the meanings set forth below wherever they appear in this Development Agreement.

- 2.1 *Developer* shall mean a person, including a governmental agency or redevelopment authority, who undertakes any development and who is the landowner of the property to be developed or who has been authorized by the landowner to undertake development on that property.
- 2.2 *Development* shall mean the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into two or more parcels. When appropriate to the context, “development” refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.
- 2.3 *Development Approval* shall mean any administrative or quasi-judicial approval made pursuant to Chapter 160D of the North Carolina General Statutes that is written and that is required prior to commencing development or undertaking a specific activity, project, or development proposal. Development approvals include, but are not limited to, zoning permits, site plan approvals, special use permits, variances, and certificates of

appropriateness. The term also includes all other regulatory approvals required by regulations adopted pursuant to Chapter 160D, including plat approvals, permits issued, development agreements entered into, and building permits issued.

- 2.4 *Development Regulation* shall mean any unified development ordinance, zoning regulation, subdivision regulation, erosion and sedimentation control regulation, floodplain or flood damage prevention regulation, mountain ridge protection regulation, stormwater control regulation, wireless telecommunication facility regulation, historic preservation or landmark regulation, housing code, State Building Code enforcement, or any other regulation adopted pursuant to Chapter 160D of the North Carolina General Statutes, or a local act or charter that regulates land use or development.
- 2.5 *Effective Date* shall mean the date this Development Agreement is executed by all Parties after the adoption of an ordinance at each County approving this Development Agreement by their respective Board of Commissioners. The last County approving this Development Agreement shall sign and deliver the Development Agreement to Riverbend within three (3) calendar days of adopting ordinance approving the Development Agreement.
- 2.6 *GC* means Gaston County together with its successors and assigns, and (when appropriate in the context) its elected officials, employees, agents, and independent contractors.
- 2.7 *GC Registry* means the Gaston County Register of Deeds.
- 2.8 *Industrial Park* means collectively Parcel A and Parcel A1 together and is depicted on Exhibits B and C as Development Area A.
- 2.9 *Industrial Park Development Law* shall have the meaning defined in Section 3.5 of this Development Agreement.
- 2.10 *Laws* shall mean and include all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies, and rules adopted by either County affecting the development of real property, and including, without limitation, laws governing permitted uses of real property, density, design, and improvements.
- 2.11 *LC* means Lincoln County together with its successors and assigns, and (when appropriate in the context) its elected officials, employees, agents, and independent contractors.
- 2.12 *LC Registry* means the Lincoln County Register of Deeds.
- 2.13 *Riverbend* means Riverbend Preserve, LLC, its successors or assigns.
- 2.14 *State* means the State of North Carolina.

ARTICLE 3. DEVELOPMENT OF THE INDUSTRIAL PARK

- 3.1 Industrial Park Zoning and Designation of Lincoln County as Responsible for the Overall Administration of this Development Agreement: This Development Agreement shall only apply to the Industrial Park, (collectively Parcel A and Parcel A1) and shall not apply to

Parcel 2. LC and GC zoned Parcel A and Parcel A1, respectively to allow industrial development of the Industrial Park and nothing in this Development Agreement shall alter or change the zoning of the Industrial Park or the zoning conditions applicable to the Industrial Park on the Effective Date of this Development Agreement. Riverbend's development of the Industrial Park shall be as required by **Exhibits B and C, Sheets 1 and 2** of this Development Agreement and Riverbend's anticipated phasing and schedule for developing the Industrial Park is set forth on **Exhibit D**. The Industrial Park lies within the jurisdiction of both LC and GC and as required by N.C.G.S. § 160D-1006(c), Lincoln County is specified as the local government which is responsible for the overall administration of this Development Agreement and shall include the authority and responsibilities described in Section 3.3 of this Development Agreement.

3.2 Extension and Availability of the LC's Utilities to Serve the Industrial Park: The Parties agree that timely extension of LC's public water and sewer services ("LC's Utilities") to the Industrial Park is a major step under this Development Agreement, and that LC will strive to extend LC's Utilities without unreasonable delay. In fashioning a coordinated plan for developing the Industrial Park, the Parties recognize **(1)** the LC's Utilities are designed to serve the Industrial Park and the remainder of the Entire Property, **(2)** LC desires to rely on the appropriation by the General Assembly to fund construction of LC's Utilities, **(3)** Riverbend must have LC's Utilities available to the Industrial Park by a definite date in order for Riverbend to develop the Industrial Park to allow tenants to occupy the Industrial Park, adding new jobs, business prospects, industrial output and tax base for the benefit of the Counties and their citizens. After weighing these considerations, the Parties agree as follows:

1. *LC's Utilities to serve the Industrial Park and Remainder of the Entire Property.* Upon the approval and execution of this Development Agreement by all Parties, LC shall be solely responsible for extending LC's Utilities to the Industrial Park at a place designated by Riverbend ensuring that LC's Utilities shall be available in sufficient quality and quantity, as provided for herein, to serve all existing and future needs of the Industrial Park and the remaining Entire Property. A detailed description of the extension of all LC's Utilities is contained in **Exhibit F** of this Development Agreement.
2. *Availability of LC's Utilities to serve Riverbend.* LC and Riverbend agree to the following sequencing of design and construction of the LC's Public Facilities:
 - a. Designing and Contracting for Extension of LC's Utilities to Serve the Industrial Park and the remainder of the Entire Property. To accelerate delivery of LC's Utilities to serve the Industrial Park and the remainder of the Entire Property and to otherwise assist LC, Riverbend engaged LKC, a civil engineering firm, to prepare design and construction drawings for extension of LC's Utilities to serve the Industrial Park and the remainder of the Entire Property at no cost to LC. LC has reviewed and preliminarily approved LKC's design and construction drawings and has procured a separate civil engineering firm, McGill Associates ("LC's Engineer") to oversee the project.

LKC and LC's Engineer have consulted with Riverbend and LC and have determined that the most efficient way to complete the project is to have both engineers involved with the project, in the following ways:

<u>LKC</u>	<u>LC's Engineer</u>
Full construction documents (plans/specs) approved by County	3rd party review of plans and specs prior to County Approval; Preparation of all State funding documentation required during the bidding and constructions phases of the project
Application and acquisition of all regulatory permits for construction	Feasibility Study and design of Killian Farm Rd loop
Obtain funding agency approval of construction documents	Assist County with easement acquisition
Issue construction documents for construction	Provide geotech investigation
Exhibits and field survey, if requested, for easement documents	Facilitate the bidding process
Recommend soil bore locations for McGill review and execution	Obtain funding agency authorization to award after bidding
Assist with submittal review as needed	Construction administration and observation
Available for technical support during construction	Funding agency coordination during construction including reimbursements
Periodically participate in construction meetings	Facilitate construction progress meetings
	Scope changes during construction
	Engineer's certifications
	Record drawings

LC and Riverbend will work collaboratively on any review, changes, or edits of the Contracting Documents, but LC shall have final decision-making authority as to the contents of the Contracting Documents. In connection with soliciting bids from third persons for extension of LC's Utilities to the Industrial Park, the Contracting Documents shall require every bidder to submit a proposed construction schedule for the work undertaken to provide LC's Utilities to the Industrial Park and remainder of the Entire Property as part of its bid and shall provide Riverbend a copy of all bids received by LC unless disclosure violates the North Carolina Public Records law. LC will

allow Riverbend to participate in the County's post-bid negotiations with the bidder or bidders selected by the County; however, the County shall have exclusive authority to select bidder(s) and award construction contract(s). LC and Riverbend agree to work together to include in the Contracting Documents such language and provisions as would provide clear direction to contractors to prioritize satisfaction of the Availability Deadline for the Industrial Park set forth below in section b below and to establish such contract protocols and processes that encourage efficient construction scheduling by contractors, all with the goal of enabling and encouraging contractors to satisfy the Availability Deadline. At a minimum, the Contracting Documents' request for bids shall include all requirements of Lincoln County and North Carolina law, with the most restrictive being the controlling, including the assessment of liquidated damages.

Prior to the finalization of the Contracting Documents, LC and LC's Engineer shall be required to acquire easements from all third parties, permitting/encroachments from CSX Railroad, encroachments from North Carolina Department of Transportation, permits from North Carolina Department of Environmental Quality and any other additional permits required. Following the acquisition of all hereinbefore described permits and easements, LC and Riverbend agree to the following projected schedule for preparation of Contracting Documents, requesting bids and awarding the contract(s) for extension of LC's Utilities to the Industrial Park:

1. 60 days from LC approval of the construction plans for extension of LC's Utilities to the Industrial Park, easement acquisition, receipt of all permits and the receipt of the Authority to Bid from the State, (all of which will be sought expeditiously and if practical concurrently), LC approves Contracting Documents and authorize Request for Bids.
2. Following the Bid posting, it shall remain open for 60 days.
3. 30 days following the Bid opening, LC shall review and LC's staff shall recommend award of the contract(s).
4. 30 days following the Bid recommendation and receipt of Authority to Award from the State, LC's Staff shall present for review and approval the award of the contract(s) to LC's BOC.

(Collectively the "Design and Contracting Schedule").

LC and Riverbend acknowledge that externalities could arise beyond LC's control that may delay or accelerate the items listed above, and LC and Riverbend agree that they will work together with the shared goal that LC satisfies or exceeds the Design and Contracting Schedule stated above.

- b. Schedule for Construction of LC's Utilities. LC shall cause LC's Utilities to be available for use by the Industrial Park no later than twenty-three (23) months after LC's approval of the construction plans for extension of LC's Utilities to the Industrial Park (the "Availability Deadline").

(Collectively the "Design and Contracting Schedule").

Recognizing that timely availability of LC's Utilities to the Industrial Park is essential to Development of the Industrial Park, LC agrees to take all steps reasonably within its power to satisfy these deadlines and to otherwise ensure satisfaction of the Availability Deadline. Riverbend shall cooperate and timely provide to LC such information regarding the Industrial Park which LC may reasonably require in order to accomplish the extension of LC's Utilities to the Industrial Park.

Riverbend shall have the right to consult with LC concerning all construction schedules and shall have the right to be notified of any construction schedule that forecasts a failure to satisfy the Availability Deadline, including any amendments to construction schedules, proposed by any third-party undertaking work for extending LC's Utilities to the Industrial Park. Riverbend may attend all project meetings, solely in an advisory capacity to LC, and upon Riverbend's request any and all documentation concerning construction of the extension of LC's Public Utilities to serve the Industrial Park shall be provided to Riverbend within 10 business days of Riverbend's request.

If, at any time, LC, through its observation of design professionals retained by LC or notice from a third person, becomes aware of a delay of two weeks or more of the projected date when the Availability Deadline would be satisfied, LC shall notify Riverbend in writing within no less than five (5) business days, if Riverbend was not in the meeting where said delay was disclosed. LC agrees to work hand in hand with Riverbend to the maximum extent possible, with the specific goal of addressing and remedying Riverbend's concerns that the Availability Deadline will not be satisfied.

In such event, LC and Riverbend will work together collaboratively to restore the schedule by, among other actions, such as scheduling and holding meetings/virtual conferences with Riverbend and all other necessary parties, as needed, with the purpose of taking all feasible steps to minimize, to the extent possible, any further delay or continuation of the problem at issue.

LC shall not be liable to Riverbend for money damages in the event LC's Utilities are not available for use by Riverbend on the Availability Deadline due solely to one or more third persons' or its own failure so long as LC exercises its best efforts to satisfy the Availability Deadline.

Nothing herein shall relieve LC of its duty to (i) cause LC's Utilities to be available at the property line of the Industrial Park where designed by Riverbend no later than the Availability Deadline, and (ii) ensure the water and sewer service shall be of sufficient quality and quantity, as provided in Exhibit G for the Industrial Park and Riverbend's other development to be completed and operated as intended by Riverbend, and (iii) cooperate and facilitate that the natural gas, fiber optics, other telecommunications and electricity are provided to the Industrial Park by others are of sufficient quality and quantity to permit the Industrial Park to be completed and operated as intended by Riverbend.

- c. *LC's Utilities to serve the Industrial Park and Remainder of the Entire Property.* Upon the approval and execution of this Development Agreement by all Parties, LC shall be solely responsible for extending LC's water distribution and sewer collections systems to the Industrial Park at a place designated by Riverbend ensuring that LC's water distribution and sewer collections systems shall be able to provide sufficient quality and quantity, as provided for herein, to serve all existing and future needs of the Industrial Park and the remaining Entire Property. The consideration of allocation of water and wastewater flows shall occur at such time that the Developer submits a commercial plan review application for approval to LC. Payment of System Development fees associated with the allocated flows shall be payable at a time designated by NCGS 162A-213. A detailed description of the extension of all LC's Utilities is contained in Exhibit F of this Development Agreement.
- d. Funding of LC's Extension of its Water Utilities to serve the Industrial Park and the Entire Property. LC has received a grant of \$18,550,000.00 from the General Assembly to extend its water and sewer utilities which will serve the Industrial Park and the remaining Entire Property (the "Grant") and shall also include any additional funds received from the General Assembly in future appropriations. LC intends to use the Grant to extend its LC Utilities to serve the Industrial Park and the remaining Entire Property and shall not expend locally generated public funds, including enterprise funds, for this purpose. LC agrees to exercise its best efforts to manage the extension of LC's Utilities to the Industrial Park so that its out-of-pocket expenditures do not exceed the Grant. In the event that additional funding for such extension is needed, the Counties agree to support Riverbend in their search to secure additional funding from other resources. However, this shall not obligate GC or LC to expend any locally generated public funds for that purpose. Having approved the construction plans prepared by LKC Engineering for construction of the extension of LC Utilities to the Industrial Park, this total shall include all out-of-pocket expenditures by LC required to be expended during the LC's Engineer's revisions, pre-bidding, bidding, post-design engineering and construction phases of the extension of LC's Utilities. If LC expends the entire Grant, then, unless funds from other non-local revenue sources are available, Riverbend shall be responsible for any additional funding required for

completion of the extension of LC's Utilities to the Industrial Park. However, \$500,000.00 of Grant funds (\$50,000.00 for a feasibility study and if, after construction of LC's extension of LC's Utilities to serve the Industrial Park has begun, the County elects to proceed with design, up to \$450,000.00 for engineering) shall be reserved by LC to conduct a feasibility study and engineering of the southern Killian Farm Rd loop. In the event, grants or other funds from non-local revenue sources become available to LC, specifically for extension of utilities to the Industrial Park after Riverbend has paid additional funding to LC, to the extent permitted by law, LC shall then expend those additional funds for any remaining costs incurred for the extension of LC's Utilities and shall direct that additional funding to Riverbend up to the amount of the additional funding paid by Riverbend to LC.

- 3.3 Exclusive Jurisdiction, Reviews and Approvals of Development Approvals: Through a mutual interlocal agreement between LC and GC enabled by, among other authorities Article 20, Chapter 160A (Interlocal Cooperation), a copy of which is attached as **Exhibit H** of this Development Agreement, LC and GC agreed to assign exclusive planning and Development Regulation jurisdiction to LC and by signing this Development Agreement as provided in N.C.G.S. § 160D-203, Riverbend consents to LC and GC assigning exclusive planning and Development Regulation jurisdiction of the Industrial Park to LC. Therefore, Riverbend will submit all applications for Development Approvals of Parcel A and Parcel AI to only LC and shall not be required to submit applications for Development Approvals to GC and shall not be required to secure Development Approvals from GC, LC having exclusive planning and Development Regulation jurisdiction over the Industrial Park.

As reasonably practicable, LC shall provide expedited review and approval of all applications and plans submitted by Riverbend requesting Development Approvals for Development of the Industrial Park, without limitation, zoning, subdivision, water, sewer, gas and electrical approvals, site layout, subdivision, and grading and building plans.

- 3.4 Cooperation and Assistance: LC and GC shall assist and cooperate with Riverbend in connection with reviews, approvals and permits issued by all local and State governmental agencies and public utilities, such as Duke Energy, Piedmont Natural Gas, telecommunications providers, the State of North Carolina, any other local, State or Federal government or governmental agency associated with or important for Development of the Industrial Park. To this end, LC and GC agree to grant easements and/or encroachment agreements within their rights-of-way except LC will not grant a right to use within its water or sewer easements to any of these entities to facilitate extension of such services to the Industrial Park and, may, upon reasonable request, grant easements on LC's or GC's property to these service providers.
- 3.5 Vested Rights to Complete the Industrial Park: Application of Laws and Development Regulations: Except where a State or federal law is adopted after the Effective Date and the law mandates local government enforcement that has a fundamental or retroactive effect on Development or use of the Industrial Park as provided in this Development Agreement or for one of the grounds set forth in the current (as of the Effective Date)

version of N.C.G.S. § 160D-108.1(f)(1)(b)-(e), the Industrial Park shall be subject only to the Laws and Development Regulations and policies enacted and applicable to the Industrial Park at the time of each County's approval of this Development Agreement by adoption of an ordinance (the "Industrial Park Development Law"). Additionally, Riverbend has made substantial expenditures in good faith in reliance upon this Development Agreement and no development moratoria shall apply to Riverbend, the Industrial Park, or the Entire Property in absence of an imminent threat to public health or safety. Laws, rules, regulations or policies enacted, adopted, formed or administered by either County or any of their boards, officials or staff subsequent to the adoption of this Development Agreement, including but not limited to, land use, streets, buffers, the division of land, grading, landscaping, water, sewer, stormwater, setbacks, and signage, shall not directly or indirectly be applicable to any aspect of the Industrial Park for a period of thirty (30) years after the Effective Date. Subject to the provisions in N.C. Gen. Stat. §160D-1007(c), in the event that State or federal law is changed after the Effective Date in such a way that prevents compliance with this Development Agreement by one of the Counties or Riverbend, the Parties will review the terms of this Development Agreement and will work together in good faith to modify the affected provisions to accomplish the intended purpose of this Agreement and the economic benefits foreseen by the Parties when they entered into this Development Agreement.

- 3.6 Operation, Maintenance and Repair: The Industrial Park, and all tenants of the Industrial Park and owners of the Industrial Park shall enjoy "best nation status" under all rate schedules adopted by either of the Counties from time to time. "Best nation status" means that the rate charged for water, sewer and other services provided by each of the Counties for service usage, including but not limited to public water and sewer service, shall be the in-county usage rate charged by the respective County to any commercial or industrial utility customer.

ARTICLE 4. DEFAULT, CURE PERIODS AND REMEDIES

- 4.1 Default, Cure Periods, Breach, and Remedies:

Subject to Section 6.1 of this Development Agreement (Force Majeure), there shall be two types of defaults. A major default and other defaults. A major default shall be a failure by Riverbend to manage stormwater devices, including retention and detention ponds, so that such devices do not protect the water quality of Mountain Island Lake. Matters such as routine maintenance and repair of stormwater devices shall not be material defaults. In the event that Riverbend learns that failure of one or more stormwater devices may occur or has occurred and such failure might threaten water quality in Mountain Island Lake, Riverbend shall take the following steps immediately (1) notify Gaston and Lincoln Counties of the risk to water quality, and (2) take all measures, including construction of new devices or improvements, recommended by its engineers and by Gaston County staff to protect the water quality of Mountain Island Lake or minimize damage to the water quality of Mountain Island Lake for as long as is necessary to stabilize the Industrial Park's stormwater management system and restore its water quality protection function. Riverbend's failure to take either step shall be a major default without a right to cure.

All other defaults shall arise from the failure of any Party to comply with the terms of this Development Agreement other than terms relating to major defaults and shall constitute an "Event of Default" and if such defaulting Party fails to cure its default within 30 days of its receipt of written notice of such Event of Default from a non-defaulting Party identifying with reasonable particularity the Event of Default, the defaulting Party shall have breached this Development Agreement; provided, however, if such default is not reasonably capable of being cured within 30 days, then the defaulting Party shall not be deemed in breach of the Development Agreement when the defaulting Party has commenced such cure within said 30 day period and thereafter diligently prosecute the same to completion within an additional period not to exceed 60 days. All notices of an Event of Default shall be sent to all Parties by the non-defaulting Party which prepared and sent such notice of default.

Subject to the foregoing notice and cure periods, a breach of this Development Agreement entitles a non-defaulting Party to pursue all legal and equitable remedies including but not limited to the remedy of specific performance and termination of this Development Agreement, but no Party shall have a right to seek damages against another Party under any circumstance; provided however any termination of this Development Agreement shall be limited to the portion of the Industrial Park where such default occurred.

In no event, shall a default or breach by one Party be a cross default or breach by another Party and the Development Agreement shall continue unaffected as to any non-defaulting or non-breaching Party.

One of the purposes of this Development Agreement is to continue collaboration, cooperation and coordination between the Parties for their benefit and the benefit of the citizens of the Counties, the Parties are establishing a process to ensure that all matters of concern or questions arising under this Development Agreement at any time during the Term are discussed between the Parties before such matters or questions rise to an Event of Default. The Parties agree that all issues or concerns identified as a potential Event of Default by any Party shall be discussed at least one informal business meeting prior to any Party sending a notice of default. Unless otherwise agreed by the Parties, all business meetings shall be concluded by the end of the day the meeting began.

Default, cure periods, breach, and remedies for breach of this Development Agreement shall be exclusively governed by this section of the Development Agreement.

ARTICLE 5. RECORDATION, TERM AND AMENDMENT

- 5.1 Recordation of Agreement: Pursuant to N.C.G.S. § 160D-1011, within fourteen (14) days after the Effective Date, Riverbend shall record this Development Agreement in GC's Registry and LC's Registry.
- 5.2 Term: The term of this Development Agreement shall be a period of thirty (30) years beginning on the Effective Date.

- 5.3 Amendment: This Development Agreement may be amended or canceled by mutual written consent of the Parties, their successors or assigns as provided by law.

Consistent with the purposes of this Development Agreement and permitted by N.C.G.S. § 160D-1006(e), at any time during the term of this Agreement any amendment to the times for performance by any Party stated in this Development Agreement shall be deemed to be a minor modification and shall not be a major modification under N.C.G.S. § 160D-1006(e). Minor modifications are approved the Counties' staff and Riverbend and shall signed by the Parties. Riverbend shall record all such amendments in GC's Registry and LC's Registry.

ARTICLE 6. MISCELLANEOUS

- 6.1 Force Majeure: The Parties hereto shall not be liable for any failure to perform hereunder as a result of an external event or events beyond their respective control, including, without limitation, acts of the United States of America, acts of the State of North Carolina, embargos, fire, flood, drought, hurricanes, tornadoes, explosions, acts of God or a public enemy, pandemics, epidemics, strikes, labor disputes, vandalism, or civil riots. However, if any such event interferes with the performance by a Party hereunder, such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances affecting its performance and to complete performance in as timely a manner as is reasonably possible.
- 6.2 Exhibits: The exhibits attached to this Development Agreement are fully incorporated, are material terms of the Development Agreement and shall be binding upon the Parties.
- 6.3 Severability: If any provision of this Development Agreement, or its application to any person, is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to accomplish the Parties' original intent to achieve the economic outcomes they intended to the greatest extent possible. In any event, invalidation of any provision of this Development Agreement, or its application to any person, shall not affect any other provisions of this Development Agreement or its application to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect and the Parties shall cooperate to amend this Development Agreement so as to achieve the economic outcomes intended by the Parties when they formed this Development Agreement.
- 6.4 Notice: All notices or other communications required or permitted to be served hereunder shall be deemed served in accordance with this Development Agreement if the notice is: (a) mailed in a sealed wrapper and deposited in the United States mail, certified mail, return receipt requested, postage prepaid (with delivery conclusively presumed to occur on the third (3rd) business day following such deposit absent evidence of actual failure of delivery) and a courtesy copy delivered via email to the email addresses below; or (b) deposited with a national overnight courier service for next day delivery that retains receipts of its deliveries, properly addressed (with delivery conclusively presumed to occur on the next business day following such deposit absent evidence of actual failure of delivery) and a courtesy copy delivered via email to the email addresses below:

GC:

County Manager
Gaston County

Physical Address:
128 W. Main Avenue
P.O. Box 1578
Gastonia, NC 28052
kim.eagle@gastongov.com

Mailing Address:
P.O. Box 1578
Gastonia, NC 28053-1578

with copy to:

Bill Stetzer
County Attorney
Gaston County

Physical Address:
128 W. Main Avenue
P.O. Box 1578
Gastonia, NC 28052
William.stetzer@gastongov.com

LC:

Davin Madden
County Manager
Lincoln County
353 N. Generals Blvd.
Lincolnton, NC 28092
dmadden@lincolncounty.org

with copy to:

Megan Gilbert
County Attorney
Lincoln County
353 N. Generals Blvd.
Lincolnton, NC 28092
mgilbert@lincolncounty.org

RIVERBEND:

Stewart Tate
Riverbend Preserve, LLC
1031 South Caldwell Street
Suite 110
Charlotte NC 28203
stewart@shawtate.com

with copy to:

John C. Cooke
Womble Bond Dickinson
555 Fayetteville Street
Suite 1100
Raleigh NC 27601
john.cooke@wbd-us.com

The Parties, by written notice given to the other, may designate any further or different names or addresses to which all notices or other communications shall be sent without said further or different names or addresses being considered amendments to this Development Agreement.

- 6.5 Assignment: After notice to the Counties, Riverbend may assign its rights and obligations under this Development Agreement (a) to any affiliate controlling, controlled by or under common control with Riverbend and upon such assignment, Riverbend shall be relieved of its covenants, commitments and obligations hereunder, or (b) to subsequent owners of all or any portion of the Industrial Park, provided that no assignment of a portion of the Industrial Park shall relieve Riverbend's obligation with respect to the portion of the Industrial Park remaining owned by Riverbend without the written consent of each County. The Parties recognize that Riverbend intends to convey the entire Industrial Park and assign its rights and obligations under this Development Agreement to CK Afton Ridge Land, LLC. The Counties approve Riverbend's assignment of its rights and obligations under this Development Agreement to CK Afton Ridge Land, LLC and upon such assignment Riverbend shall be relieved of all obligations established by this Development Agreement. In the event that Riverbend sells the Industrial Park in its entirety and assigns its rights and obligations hereunder to its successor in title to the Industrial Park, Riverbend shall be relieved of all of its covenants, commitments and obligations established by this Development Agreement.
- 6.6 Run with the Land: This Development Agreement shall run with the Industrial Park and any portion thereof as it may be subdivided or recombined.

- 6.7 Entire Agreement: This Development Agreement contains the entire agreement between the Parties regarding the Development Agreement and all prior or contemporaneous oral or written drafts are merged into this Development Agreement. To the extent a conflict or inconsistency exists between this Development Agreement and any other document related to the Industrial Park is not merged into this Development Agreement, the provision which most encourages, promotes, and enables Development of the Industrial Park controls.
- 6.8 Multiple Counterparts: This Development Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Development Agreement to produce or account for more than one such fully executed counterpart.
- 6.9 Applicable Law: This Development Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina.
- 6.10 Representations and Warranties of the Parties: The Counties and Riverbend, and the persons executing this Development Agreement on their behalf, represent and warrant, as applicable, that (a) such Party or person has the full power and authority to enter into this Development Agreement, to execute it on behalf of the Party indicated on the signature page, and to perform the obligations hereunder, (b) such Party is acting on its own behalf and on behalf of its members, successors and assigns, (c) this Development Agreement is a valid and binding obligation, enforceable against the Parties in accordance with its terms and conditions, (d) entering into this Development Agreement does not conflict with any other agreements entered into by any Party, and (e) execution, delivery and performance of this Development Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part. Specifically (and not as a limitation), each County represents and warrants to Riverbend that this Development Agreement has been pre-audited to ensure compliance with the budgetary accounting requirements (if any) that apply thereto. In the event that any of the obligations of either County in this Development Agreement constitute debt, such County has complied, at the time of the obligation to incur the debt and before the debt becomes enforceable against the County, with any applicable constitutional and statutory procedures for the approval of the debt. Notwithstanding the foregoing, it is not the intent to make any individual person personally liable for the performance or nonperformance of this Development Agreement.
- 6.11 Effect on Other Vested Rights: This Development Agreement does not abrogate any rights established or preserved by law, or that may vest pursuant to common law or otherwise in the absence of this Development Agreement.
- 6.12 Construction: The Parties agree that each Party and its counsel reviewed and revised this Development Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Development Agreement or any amendments or Exhibits hereto. This Development Agreement shall be reasonably interpreted and construed to encourage, promote, and aid the Industrial Park so that the opportunities and positive community impacts of the Industrial Park are fully realized by each County, its citizens and Riverbend.

- 6.13 Agreement to Cooperate Regarding Validity of the Development Agreement: Notwithstanding a lack of standing or subject matter jurisdiction, a third person may attempt to initiate a lawsuit challenging the validity of this Development Agreement or any provision thereof. In such an event, the Counties and Riverbend agree to cooperate with and assist the other in responding to such litigation and defending the validity of this Development Agreement and any provisions thereof; provided, however, each Party shall retain the right to pursue its own independent legal defense. In the event a third person or persons initiate(s) litigation against either County concerning Development Approvals or permits, and zonings related to the Industrial Park, the County consents to Riverbend's intervention but reserves unto itself all rights to determine the County's strategies and defenses.
- 6.14 No Third-Party Beneficiaries: This Development Agreement is intended for the benefit of the Counties and Riverbend only. There are no other third person beneficiaries of this Development Agreement.
- 6.15 Confidential Information: Except to the extent required by applicable law, the Parties shall maintain the confidentiality of any trade secrets or confidential business information Riverbend is required to provide to either County in connection with this Development Agreement. Riverbend will highlight specific items that it determines to be its trade secrets or confidential business information in a separate attachment identified to the County or will place such information in a separate attachment identified as "Confidential Business Information." The County will notify Riverbend sufficiently in advance of any proposed disclosure of Riverbend's Confidential Business Information so that Riverbend at its expense, may object to it. Riverbend will indemnify the County against any claims, liabilities, losses, and expenses resulting from Riverbend's decision to object to any such disclosures.
- 6.16 E-verify: The Parties shall comply with the State of North Carolina labor hiring requirements of Article 2 of Chapter 64 of the General Statutes if applicable.
- 6.17 No Agency: Nothing herein shall be construed to mean that any Party is the agent or employee of the other Party except that ___ shall have overall administrative responsibility for administering the Industrial Park Develop Law, including receiving applications for Development Approvals and issuing Development Approvals.
- 6.18 Headings: All headings that appear after section numbers and section letters in this Development Agreement are included for convenience only and shall not affect the interpretation of this Development Agreement.
- 6.19 Estoppel Certificate: Upon request in writing from Riverbend to either County or both Counties, the County or Counties will provide a Certificate in recordable form that confirms solely with respect to the Industrial Park or portion of the Industrial Park described in the request that there are no known violations or breaches of this Development Agreement and the Development Regulations and Laws applicable to the real property identified in the request, except as otherwise described in the Certificate. The Counties will respond to such request within thirty (30) days of the receipt of the request. If the


County does not respond to such request within said thirty (30) day period, the Industrial Park or the portion of the Industrial Park described in the request will be deemed in compliance with all of the covenants and terms of this Development Agreement and the Development Regulations and Laws applicable to the land described in the request. A Certificate of such conclusion may be recorded by Riverbend, including a copy of the request and the notice of receipt, and it shall be binding on the non-responding County as of its date. Such notice shall have the same effect as a Certificate issued by a County under this Section.

- 6.20 No Waiver: No provision contained in this Development Agreement shall be deemed to have been waived, abandoned, or abrogated by reason of failure to enforce such provision as to an event or future events no matter how often failure to enforce may occur.
- 6.21 Lenders: Each County agrees to provide any lender who has recorded a deed of trust or mortgage against all or any portion of the Industrial Park of which County has been given notice (each, a “Lender”) with written notice of any default relating to Riverbend and/or the Industrial Park given by either County to Riverbend. Each County agrees that notwithstanding anything to the contrary contained in this Development Agreement, Lender shall have an additional sixty (60) days from the date Lender receives notice of a default to cure any such default, provided that Lender shall not have any obligation to cure any such default.

{Signature pages follow}

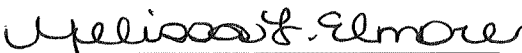
IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year indicated above.

LINCOLN COUNTY

By: 
Carrol D. Mitchem, Chairman of Lincoln
County Board of Commissioners

[COUNTY SEAL]

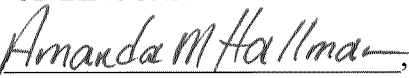
ATTEST:

By: 
Melissa Elmore, Lincoln County Clerk
to the Board of Commissioners

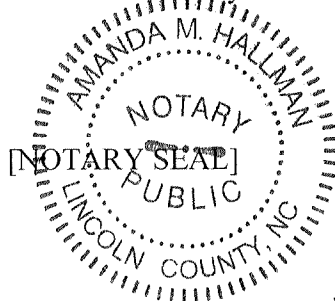


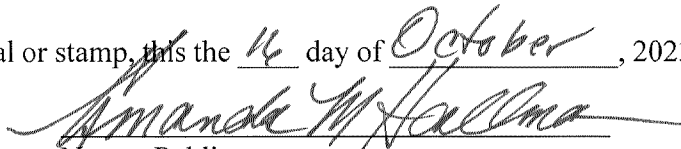
STATE OF NORTH CAROLINA

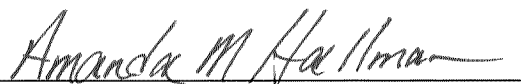
COUNTY OF LINCOLN

I, , a Notary Public of _____ County, North Carolina, do hereby certify that Carrol D. Mitchem, Chairman of the Lincoln County Board of Commissioners, a body politic and corporate, personally came before me this day and acknowledged that he is the Chairman of the Lincoln County Board of Commissioners, that this Development Agreement has been approved by the Lincoln County Board of Commissioners by ordinance in accordance with the requirements of Article 10 of Chapter 160D, that he has been authorized by the Lincoln County Board of Commissioners to execute this Development Agreement on behalf of Lincoln County, that he knows the Corporate Seal of Lincoln County, that the Lincoln County Corporate Seal was affixed to this Development Agreement by Melissa Elmore, the Clerk to the Lincoln County Board of Commissioners, pursuant to authorization from the Lincoln County Board of Commissioners, that this Development Agreement is the act and deed of the Lincoln County, and that he acknowledged the due execution of this Development Agreement by him in the aforesaid capacity.

Witness my hand and official seal or stamp, this the 16 day of October, 2023.

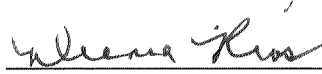



Notary Public


Print Name of Notary

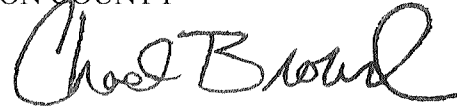
My commission expires: 3.8.24

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

A handwritten signature in cursive script, appearing to read "Deanna Rios", is positioned above a horizontal line.

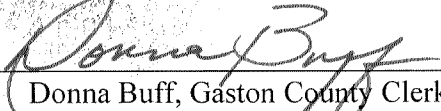
Deanna Rios, Lincoln County Finance Director

GASTON COUNTY

By: 
Chad Brown, Chairman of Gaston County
Board of Commissioners

[COUNTY SEAL]

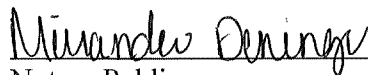
ATTEST:

By: 
Donna Buff, Gaston County Clerk
to the Board of Commissioners

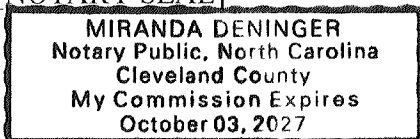
STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Miranda Deninger, a Notary Public of Cleveland County, North Carolina, do hereby certify that Chad Brown, Chairman of the Gaston County Board of Commissioners, a body politic and corporate, personally came before me this day and acknowledged that he is the Chairman of the Gaston County Board of Commissioners, that this Development Agreement has been approved by the Gaston County Board of Commissioners by ordinance in accordance with the requirements of Article 10 of Chapter 160D, that he has been authorized by the Gaston County Board of Commissioners to execute this Development Agreement on behalf of Gaston County, that he knows the Corporate Seal of Gaston County, that the Gaston County Corporate Seal was affixed to this Development Agreement by Donna Buff, the Clerk to the Gaston County Board of Commissioners, pursuant to authorization from the Gaston County Board of Commissioners, that this Development Agreement is the act and deed of the Gaston County, and that he acknowledged the due execution of this Development Agreement by him in the aforesaid capacity.

Witness my hand and official seal or stamp, this the 24th day of October, 2023.


Notary Public

[NOTARY SEAL]



Miranda Deninger
Print Name of Notary

My commission expires: October 03, 2027

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



Tiffany Murray, Gaston County Finance Director

RIVERBEND PRESERVE, LLC, a North Carolina
limited liability company

By: Stewart Tate
Name: Stewart Tate
Title: Manager

STATE OF NORTH CAROLINA

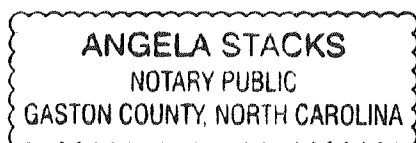
COUNTY OF MECKLENBURG

I, Angela Stacks, a Notary Public of the County and State aforesaid, certify that,
Stewart Tate, _____ of Riverbend, LLC personally appeared before me, this day and
acknowledged to me that he executed the same in his authorized capacity, and that by his signature
on the instrument the entity upon behalf of whom the person acted, executed the instrument.

WITNESS my hand and official seal or stamp, this the 31 day of October, 2023.

Angela Stacks
Notary Public

[NOTARY SEAL]

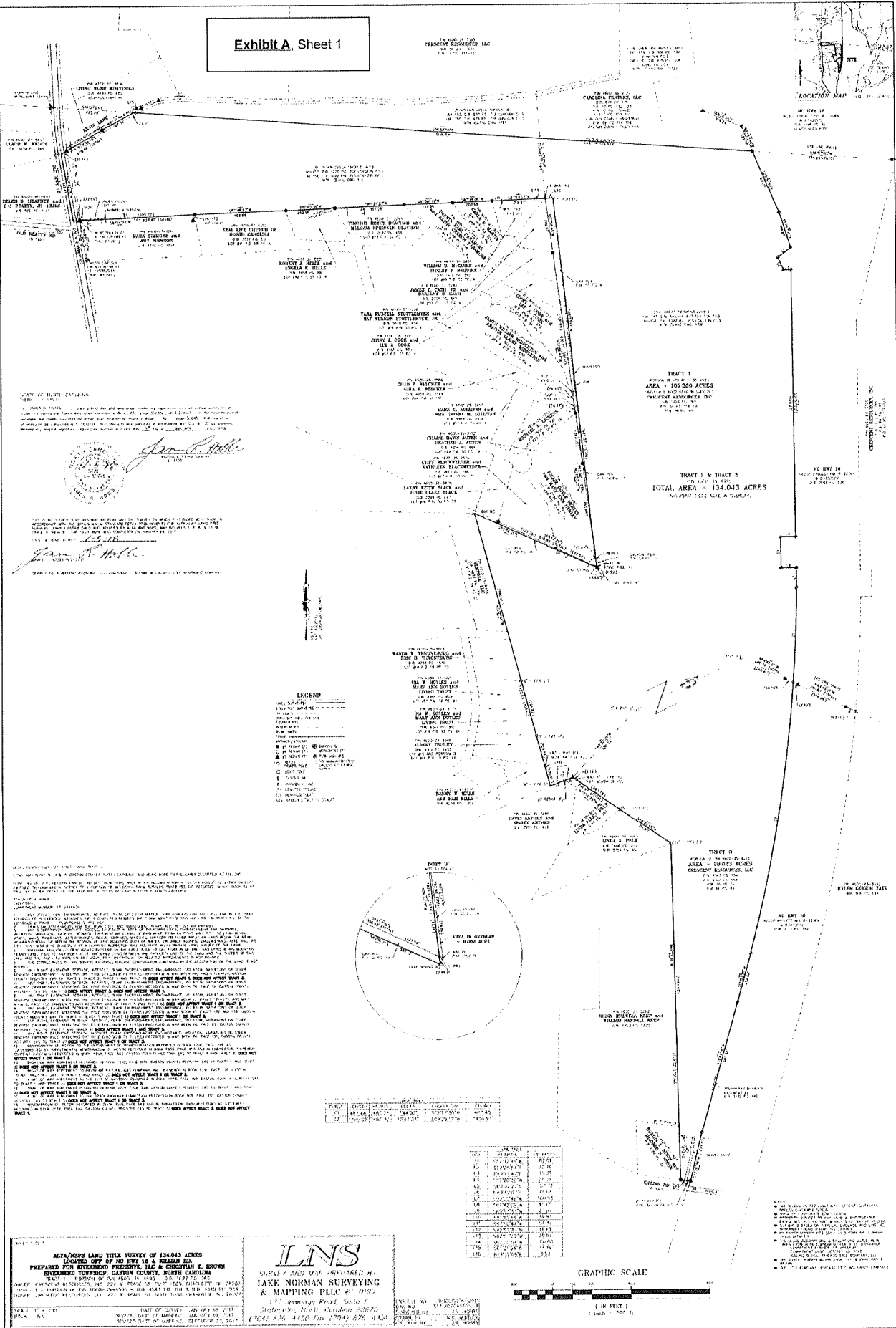


Angela Stacks
Print Name of Notary

My commission expires: August 8, 2024

EXHIBIT A

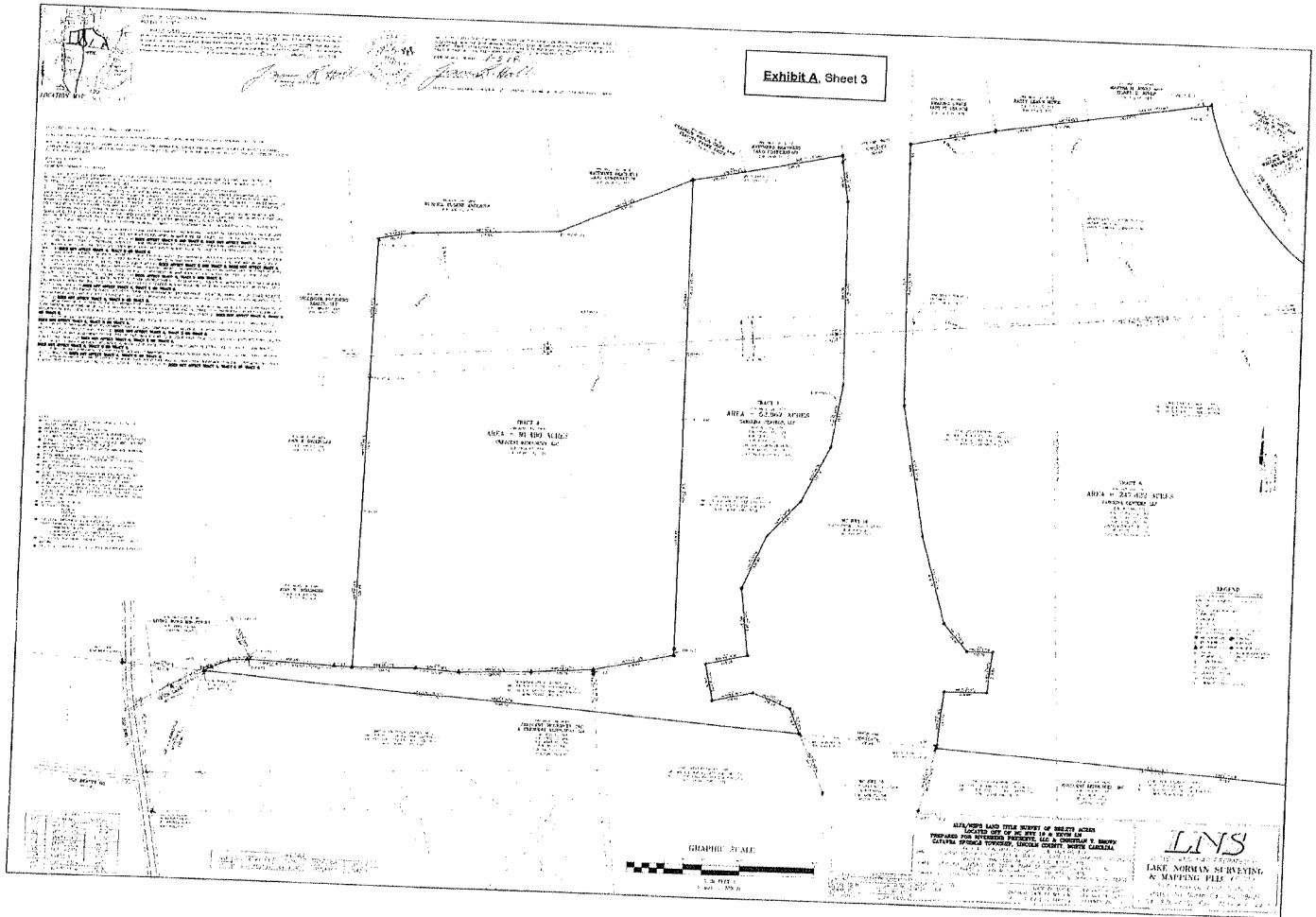
Exhibit A, Sheet 1



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

[illegible][illegible]

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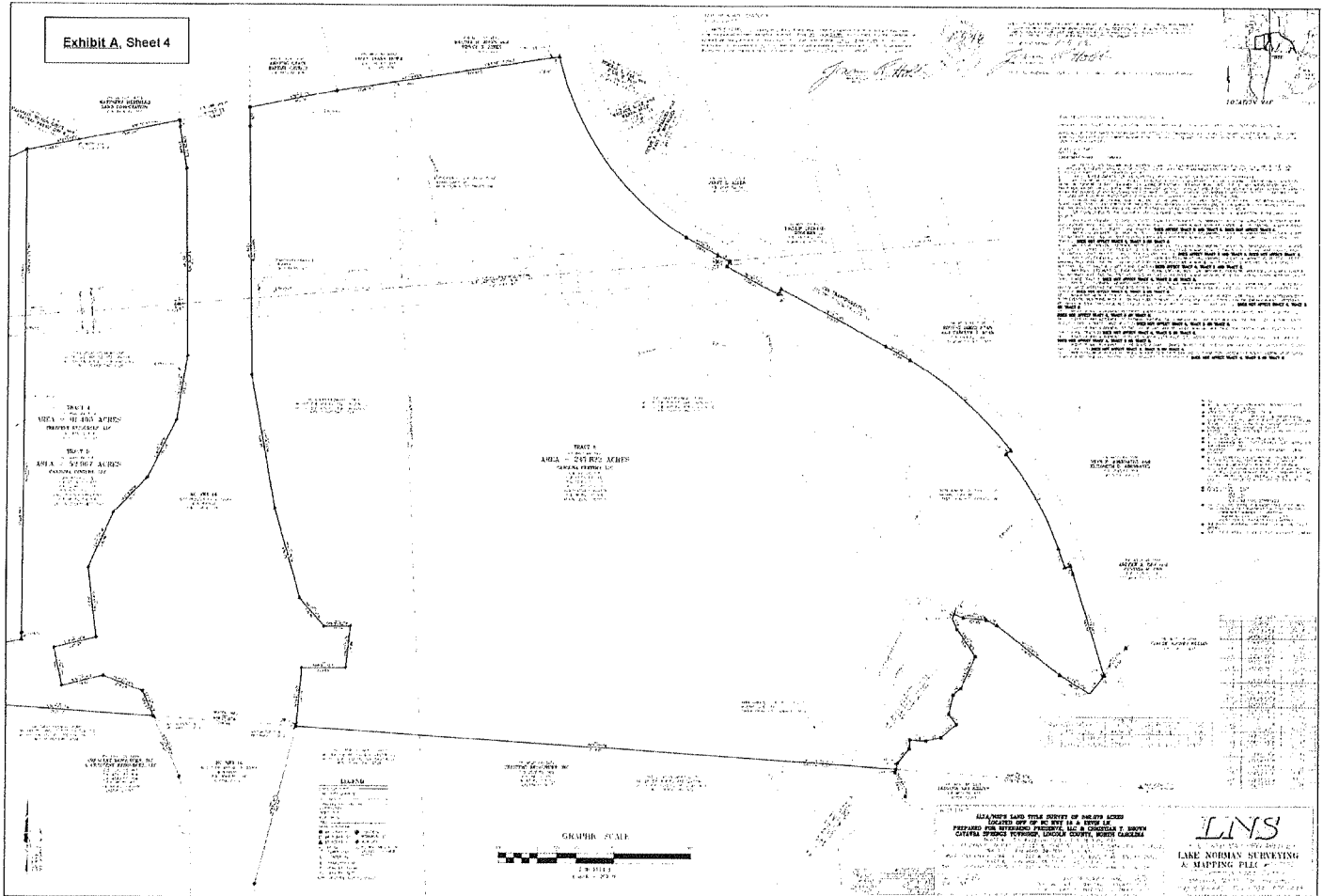
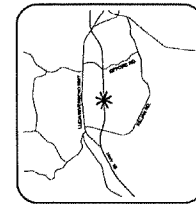
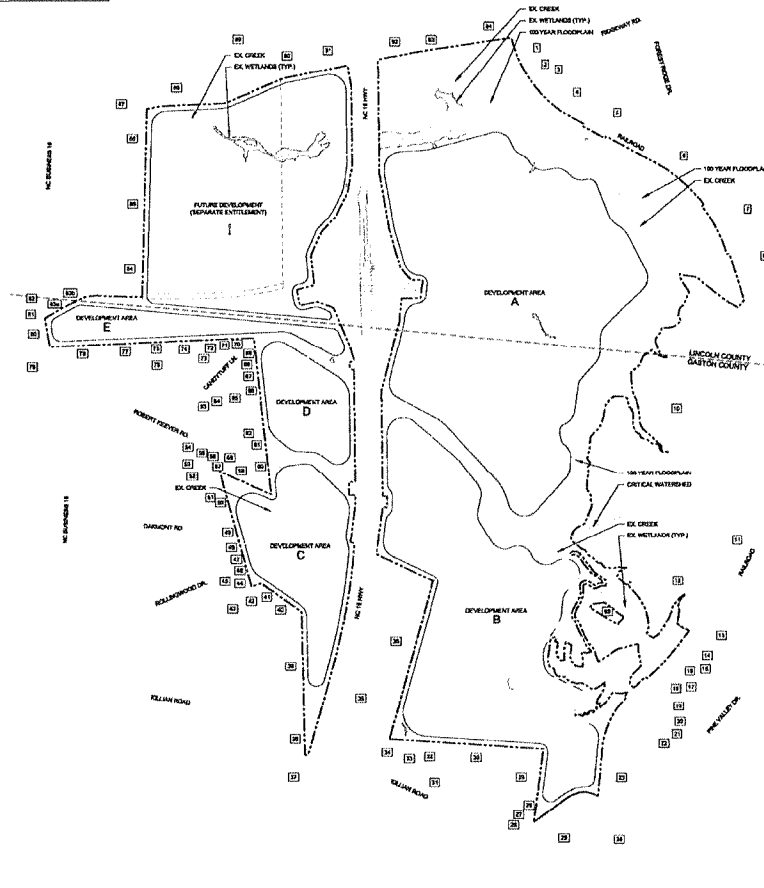


EXHIBIT B

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

Exhibit B

[illegible]

VICINITY MAP

SITE DEVELOPMENT DATA

LINCOLN COUNTY
ACREAGE: 4.282 ACRES
TAX PARCELS: 4600297013, 4600307131, AND 46006058
CURRENT ZONING: R-SF AND ELD0 R-SF
PROPOSED ZONING: POWERED USE
EXISTING USES: VACANT/RESIDENTIAL,
PROPOSED USES: MIXED USE

CLAYTON COLBY

ACREAGE: 8.44 AS ACRES
PID: 225548 AND 225648
PIN: 4800354825 AND 4800354828
PROPOSED ZONING: (R-1) SINGLE FAMILY LIMITED WITH (S1) SPECIAL FORMATTY, (C2) CORRIDOR HIGHWAY, AND (US) URBAN STANDARDS OVERLAYS
PROPOSED ZONING: (COM-2) CONVENTIONAL DISTRICT/GENERAL INDUSTRIAL WITH (S1) SPECIAL HIGHWAY, (C1) CORRIDOR HIGHWAY, AND (US) URBAN STANDARDS OVERLAYS
EXISTING USE: VACANT/RESIDENTIAL
PROPOSED USE: PID

OWNER
NAME: RIVERBEND PRESERVE LLC
ADDRESS: 1001 S. CALDWELL STREET
SUITE 220
CHARLOTTE, NC 28203
PHONE NUMBER: (704)627-0264 x 4

LandDesign.
8201 NORTH GAVIN AVE SUITE 17
CHARLOTTE, NC 28268
PH 301.638.1338
WWW.LANDDESIGN.COM

RTSP _____

**NOT FOR
CONSTRUCTION**


**RIVERBEND
PRESERVE**

LINCOLN COUNTY, NC
RECORDING #2016-0006

REVISION / ISSUANCE		
NO.	DESCRIPTION	DATE
1	INITIAL SUBMITTAL	08-05-98
2	PER COUNTY COMMENTS	10-13-98
3	PER COUNTY COMMENTS	12-09-98
4	PER COUNTY COMMENTS	01-05-99

DESIGNED BY: HNT
 DRAWN BY: JST
 CHECKED BY: HNT

SCALE: _____ DATE: _____

NOTES: 

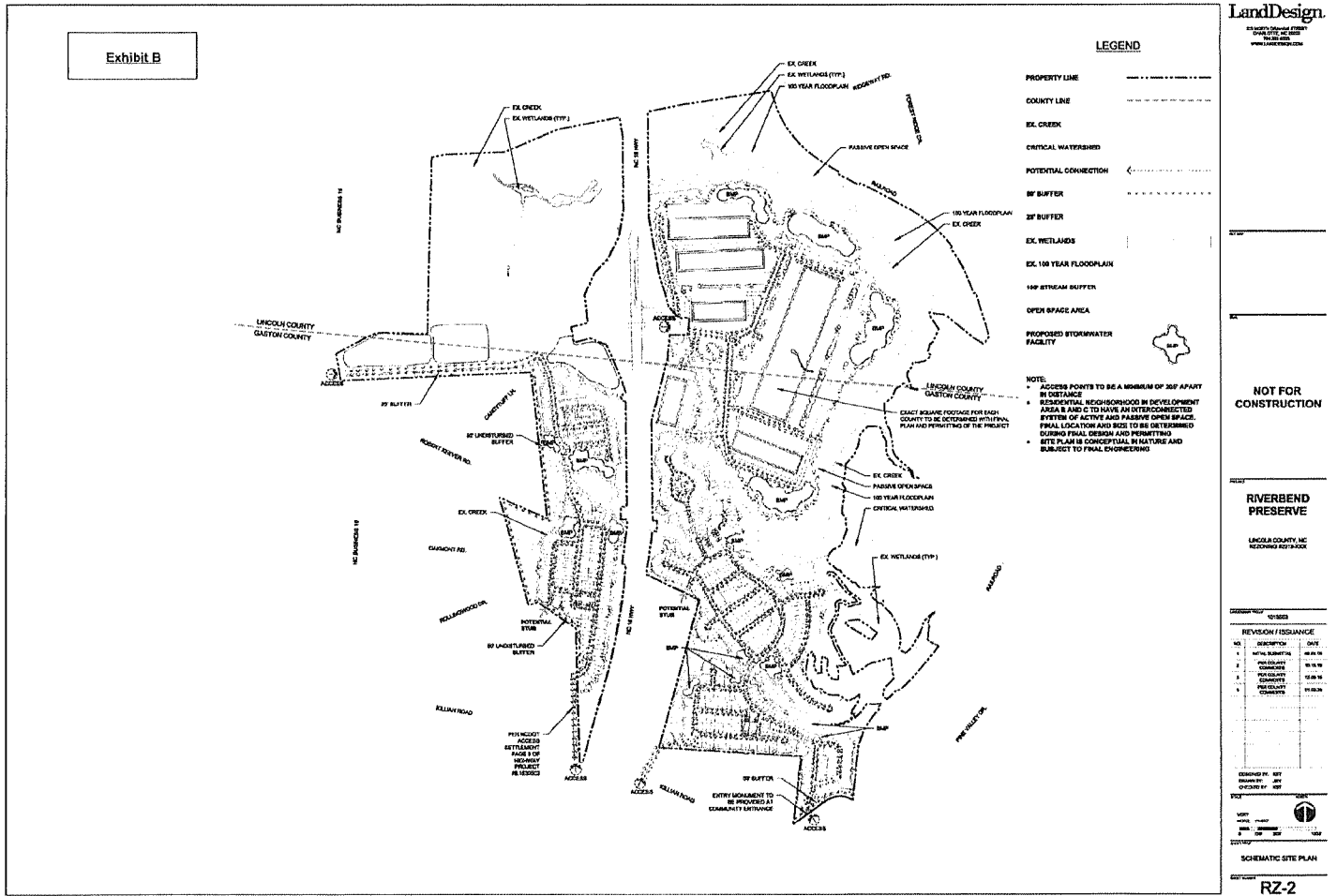
DATE: _____

TECHNICAL DATA SHEET

PRODUCT NAME: **D3.1**

RZ-1

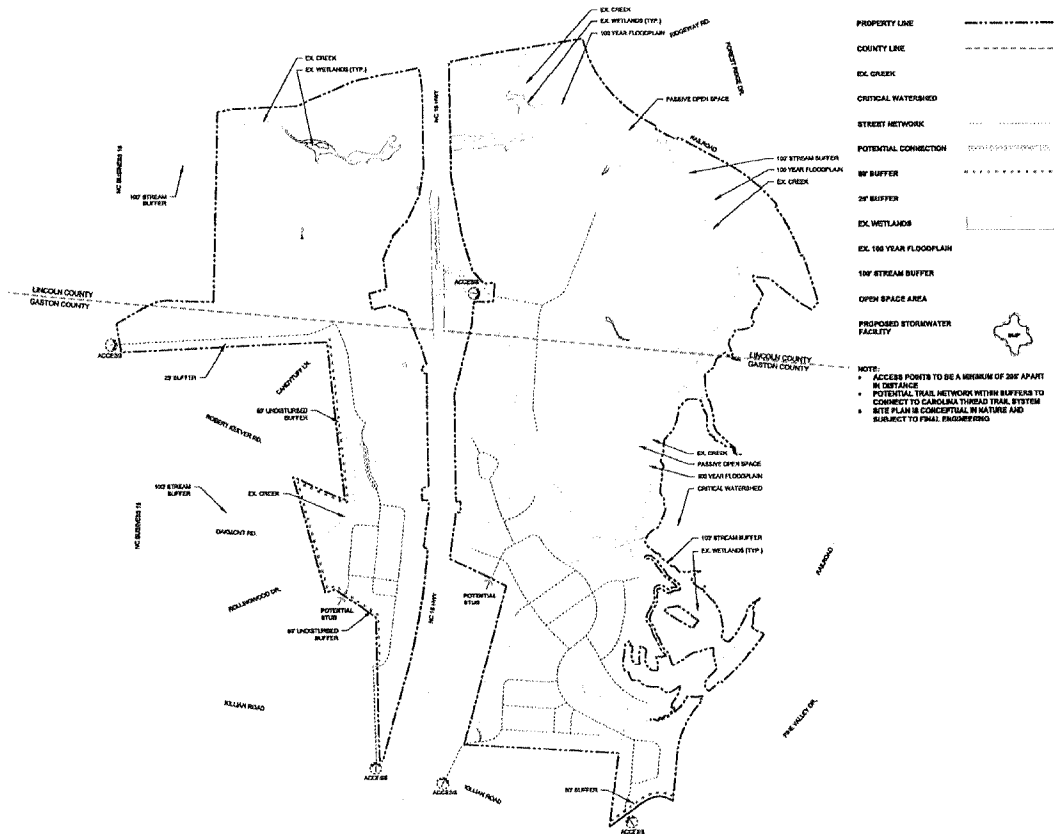
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

LandDesign.
 400 NORTH SHAWNEE STREET
 SPANGLER, NC 27884
 TEL: 703.333.7000
 WWW.LANDDESIGN.COM

Exhibit B



NOT FOR
CONSTRUCTION

RIVERBEND PRESERVE

LINCOLN COUNTY, NC
 RECORDING RIGHTS RESERVED

DATE: 10/18/2020

NO.	REVISION / DISCREPANCY	DATE
1	INITIAL SUBMITTAL	08/05/20
2	NOI SUBMITTAL	02/02/21
3	CONCEPTUAL	02/02/21
4	PER COUNTY COMMENTS	02/02/21
5	PER COUNTY COMMENTS	02/02/21

DESIGNED BY: WET
 DRAWN BY: JAY
 CHECKED BY: WET

SCALE: 1" = 100' (AS SHOWN)
 NORTH ARROW

STREET NETWORK
CONNECTIVITY PLAN

PROJECT: RZ-3

Exhibit B

54

**NOT FOR
CONSTRUCTION**

**RIVERBEND
PRESERVE**

LINCOLN COUNTY, NC
NEZORHINO RD 11-1-2006

[illegible]

DISPOSED BY: JET
 CASHED BY: JET
 C-CHECKED BY: JET

VENT
HOLE IN

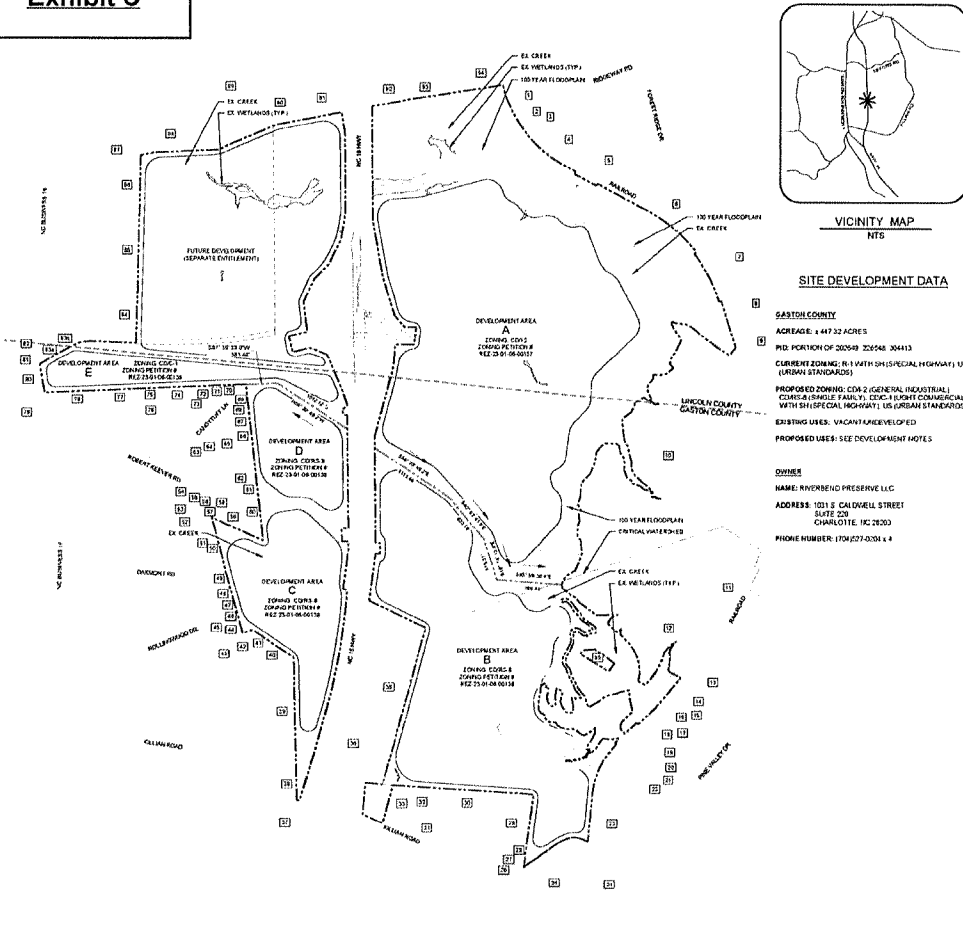
PAPER

DEVELOPMENT STANDARDS

B7-D

RZ-4

EXHIBIT C

Exhibit C[illegible]

**NOT FOR
CONSTRUCTION**

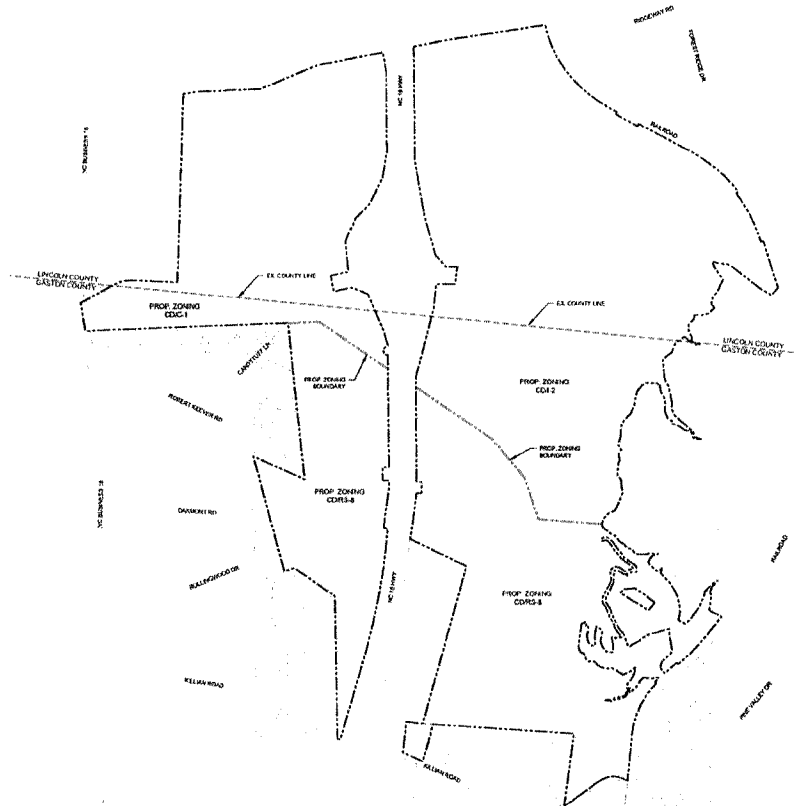
**RIVERBEND
PRESERVE**

GASTON COUNTY, NC
PLZ CARRIES # REG: 25-01 08 20:38
REG: 25-01 06 00:17

[illegible]

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

Exhibit C



PROPOSED ZONING DISTRICT

CDG-1
CDM-1
CDRS-8

LandDesign
2100 N. 10th Street, Suite 100
Tulsa, Oklahoma 74103
Phone: (918) 438-1111
Fax: (918) 438-1112
www.landdesign.com

2100

2100

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CONSTRUCTION

RIVERBEND
PRESERVE

RATON COUNTY, OK
REZ-2014-001-001-001
REF 2014-06-09-017

10/20/20

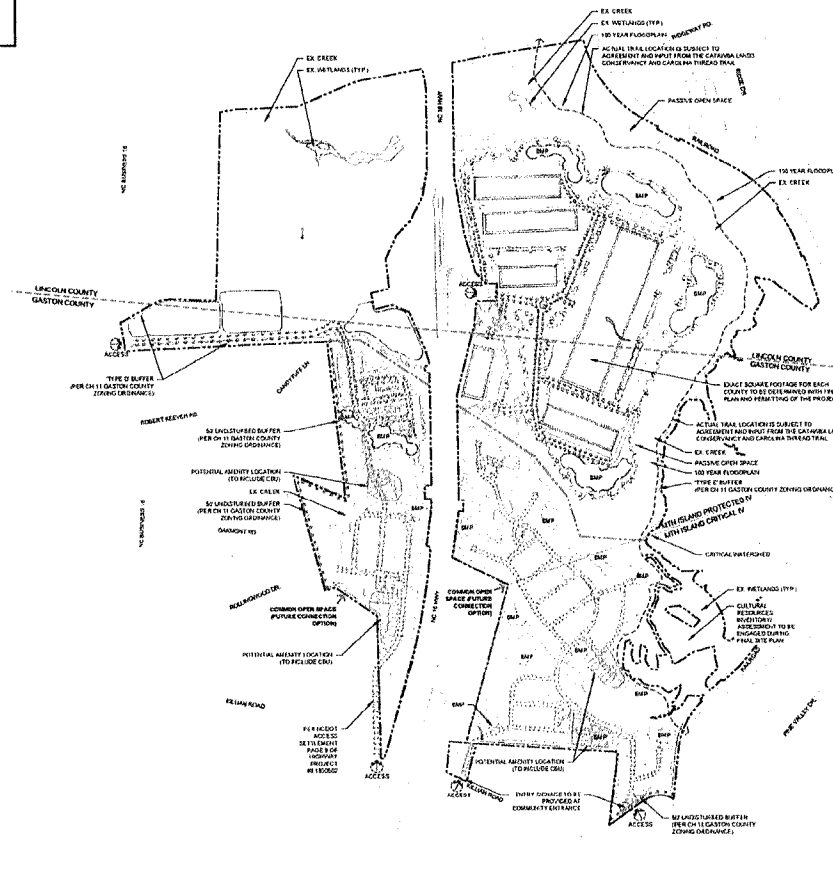
REVISION/ISSUANCE			
NO.	DATE	BY	REVISION
1	10/20/20	JL	ISSUANCE
2	10/20/20	JL	REVISION
3	10/20/20	JL	REVISION
4	10/20/20	JL	REVISION
5	10/20/20	JL	REVISION
6	10/20/20	JL	REVISION
7	10/20/20	JL	REVISION
8	10/20/20	JL	REVISION
9	10/20/20	JL	REVISION
10	10/20/20	JL	REVISION

10/20/20
JL
10/20/20
JL

ZONING DISTRICTARY

RZ-1A

Exhibit C



LEGEND

-
- PROPERTY LINE
- PROP. ZONING BOUNDARY
- COUNTY LINE
- EX. CREEK
- CUTICAL WATERSHED
- POTENTIAL THREAD TRAIL ALIGNMENT
- W/ BUFFER
- TYPE O BUFFER
- TYPE K BUFFER
- POTENTIAL AMENITY LOCATION
- EX. WETLANDS
- EX. 100 YEAR FLOODPLAIN
- 100' STREAM BUFFER
- OPEN SPACE AREA
- PROPOSED STORMWATER FACILITY

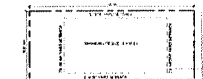
RESIDENTIAL UNITS

- 400 LOTS IN DEV. AREA B
175 LOTS IN DEV. AREA C
150 LOTS IN DEV. AREA D

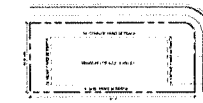
GENERAL NOTES

1. ONCE APPROVED, ALL IMPROVEMENT CALCULATIONS WILL BE REQUIRED FOR WATERSEDIMENT REVIEW/WORK PAGE WITH CALCULATIONS AND APPLICATIONS. IF HIGH DENSITY WILL NEED TO GO TO WATERSEDIMENT BOARD FOR APPROVAL WITH HIGH DENSITY APPLICATION.
2. ENSURE NOT WITHIN THE HIGH-ENCROACHMENT AREAS FOR FLOOD-ALONG JOHNSON CREEK VERIFY WITH DETAIL FLOOD HAZARD MAPS WITH INTERNAL REVIEW AND REPAIR. CADDOWS PILE WILL BE REQUIRED FOR FLOOD REVIEW AND FLOOD DEVELOPMENT APPLICATION.

TYPICAL LOT LAYOUT



CORNER LOT LAYOUT



LandDesign.
 2112 N. 4th St., Suite 200 • Phoenix, AZ 85016
 Tel: 602.254.1111 • Fax: 602.254.1112
 www.landdesign.com

**NOT FOR
CONSTRUCTION**

RIVERBEND
PRESERVE

GASTON COUNTY, NC
REZCHNG# REZ-23-01-06-00130
012: 23-01-06-00137

72 LOGS

REVISION ISSUANCE		
REV	DESCRIPTION	DATE
1	Initial Issue	01/01/00
2	Revised	01/01/01
3	Revised	01/01/02
4	Revised	01/01/03
5	Revised	01/01/04
6	Revised	01/01/05
7	Revised	01/01/06
8	Revised	01/01/07
9	Revised	01/01/08
10	Revised	01/01/09
11	Revised	01/01/10
12	Revised	01/01/11
13	Revised	01/01/12
14	Revised	01/01/13
15	Revised	01/01/14
16	Revised	01/01/15
17	Revised	01/01/16
18	Revised	01/01/17
19	Revised	01/01/18
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97	Revised	01/01/96
98	Revised	01/01/97
99	Revised	01/01/98
100	Revised	01/01/99
101	Revised	01/01/00



SCHEMATIC SITE PLAN

RZ-2

Exhibit C



1. ONCE APPROVED, ALL IMPROVEMENT CALCULATIONS WILL BE REQUIRED FOR WATERBED REVIEW AND PAGE VARIATION CALCULATIONS AND APPLICATIONS. IF HIGH DENSITY WILL NEED TO GO TO WATERBED BOARD FOR APPROVAL WITH HIGH DENSITY APPLICATION.
2. ENSURE NOT WITHIN THE NON-ENCROACHMENT AREAS FOR FLOOD - ALONG JOHNSON CREEK VERIFY WITH DETAIL FLOOD HAZARD DATA. IF WITHIN WILL REQUIRE A NO RESE. CHANGES WILL BE REQUIRED FOR FLOOD REVIEW AND FLOOD DEVELOPMENT APPLICATION.

B7-3

B7-3

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

Exhibit C

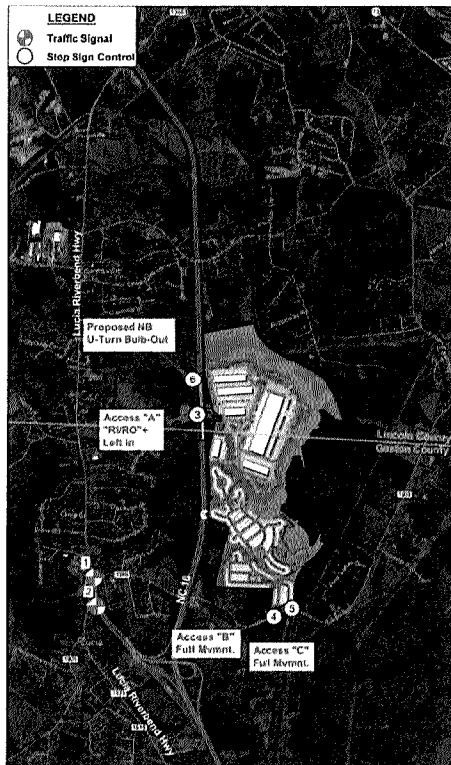


Figure 1

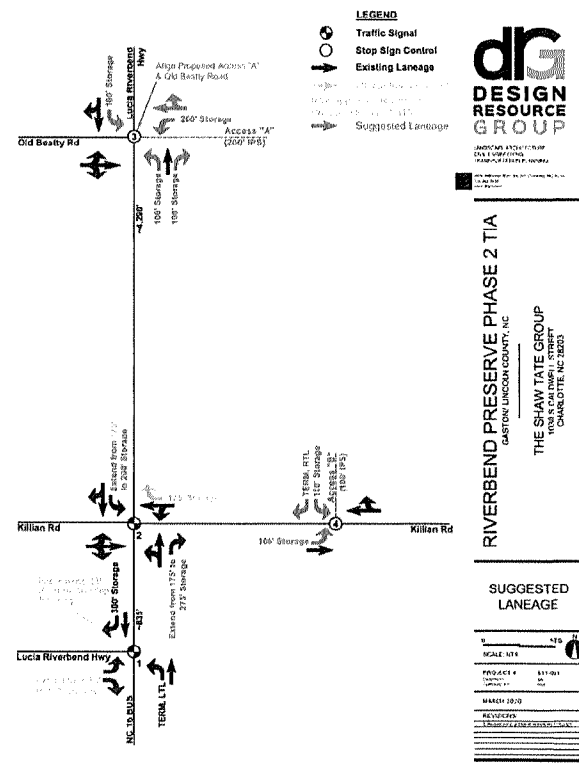


Figure 9

REVISION / ISSUANCE	DATE	BY	APP'D
1.0	8/15/2015	J. T. TATE	J. T. TATE
2.0	8/15/2015	J. T. TATE	J. T. TATE
3.0	8/15/2015	J. T. TATE	J. T. TATE
4.0	8/15/2015	J. T. TATE	J. T. TATE
5.0	8/15/2015	J. T. TATE	J. T. TATE
6.0	8/15/2015	J. T. TATE	J. T. TATE
7.0	8/15/2015	J. T. TATE	J. T. TATE
8.0	8/15/2015	J. T. TATE	J. T. TATE
9.0	8/15/2015	J. T. TATE	J. T. TATE
10.0	8/15/2015	J. T. TATE	J. T. TATE

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

LandDesign
LAND DESIGN, INC.
1000 WEST 10TH AVENUE
DENVER, CO 80202

Exhibit C

NOT FOR
CONSTRUCTION

RIVERBEND
PRESERVE

CADDOUSE COUNTY, NC
REVISION #12-15-2016
#12-25-2016

REVISION/ISSUANCE	
1	12-15-2016
2	12-25-2016
3	12-25-2016
4	12-25-2016
5	12-25-2016
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12-25-2016

12-25-2016

12-25-2016

12-25-2016

12-25-2016

Recommended Conditions of Approval for REZ-23-01-06-00137 (Industrial Site):

1. The development shall meet all federal, state, and local codes and the requirements and conditions outlined in the attached site plan.
2. A reduced setback from Hwy NC 16 may be granted administratively for all industrial uses but shall never be less than 75'. This setback area shall be heavily landscaped or left as wooded area.
3. If the rezoning requests are approved, all impervious calculations will be required for watershed review. If high-density option is triggered, the applicant/development team will need to go before the Watershed Board for high density approval.
4. Engineered and approved by NCDOT plans for all TIA mitigation infrastructure will be required during the final site plan review phase.
5. A copy of the proposed and actual timbering plan shall be provided to Building and Development Services prior to final site plan review to allow staff the opportunity to review the limits of disturbance. If disturbance exceeded the 100' buffer from top of stream bank on each side, the developer shall restore the riparian area using native species as approved by Gaston County Natural Resources Department.
6. If the environmental site survey returns any evidence of species of special concern, then the developer shall follow all recommendations of the environmental impact study and shall obtain Wildlife Friendly Development Certification through North Carolina Wildlife Resources Commission.
7. Reword condition 11 under the Overall Notes Section on page RZ-5 to ensure that 2 and 10-year post-construction stormwater detention requirements as outlined in the NCDEQ stormwater design manual.

Recommended Conditions of Approval for REZ-23-01-06-00138 (Residential and Commercial Site):

1. The development shall meet all federal, state, and local codes and the requirements and conditions outlined in the attached site plan.
2. A reduced setback from Hwy NC 16 may be granted administratively for all residential and commercial uses but shall never be less than 75'. This setback area shall be heavily landscaped or left as wooded area.
3. Sidewalks shall be a minimum of 5' in width and built to NCDOT standards. The location of sidewalks may be reviewed by staff during the final site plan phase. Staff may waive the sidewalk requirement in specific areas of the development if the proposed sidewalk location is not feasible or will not serve a logical purpose for the development's residents.
4. Engineered and approved by NCDOT plans for all TIA mitigation infrastructure will be required during the final site plan review phase.
5. Block lengths within the PRD shall be reviewed by Building and Development Planning staff during the final site plan and final plat review phase. The block length requirement in Section 8.1.11 Section 12.e may be waived administratively.
6. Architectural requirements for single-family homes and attached residences shall meet the standards in Section 8.1.11. The applicant/development team shall provide an architectural package to the Building and Development Planning and Zoning staff once a builder has been selected for the residential development areas. The architectural package shall be reviewed and approved administratively prior to the issuance of any zoning permits.
7. A cultural resources inventory/assessment shall be conducted during final site plan review phase. If evidence of a cemetery is produced, the developer shall provide a maintenance and protection plan to be reviewed and approved by Building and Development Services Planning and Zoning staff.
8. Slab on grade will not be allowed for any residential products.
9. A copy of the proposed and actual timbering plan shall be provided to Building and Development Services prior to final site plan review to allow staff the opportunity to review the limits of disturbance. If disturbance exceeded the 100' buffer from top of stream bank on each side, the developer shall restore the riparian area using native species as approved by Gaston County Natural Resources Department.
10. If the environmental site survey returns any evidence of species of special concern, then the developer shall follow all recommendations of the environmental impact study and shall obtain Wildlife Friendly Development Certification through North Carolina Wildlife Resources Commission.
11. Reword condition 11 under the Overall Notes Section on page RZ-5 to ensure that 2 and 10-year post-construction stormwater detention requirements as outlined in the NCDEQ stormwater design manual.

EXHIBIT D

EXHIBIT D

Schedule for Industrial Park Development

As provided by N.C.G.S. § 160D-1006(b), Riverbend is setting forth the anticipated phases for Development of Industrial Park including commencement dates and interim completion dates at no greater than five-year intervals. These phases are projections of the future which are based on a number of assumptions which may or may not occur over the life of the Industrial Park.

As noted in the zoning conditions approved by the Counties, **Exhibits B** and **C** of this Development Agreement depict a Development scenario based upon the conditions defined by the **Exhibit B's** and **C's** site development notes, other development scenarios are permitted as a matter of right, which will allow alternatives to the number and arrangement of buildings, building shapes and sizes, lot arrangements, street/parking circulation layouts, et cetera, subject to approval by ___ staff, but in no event shall buffer or yard setback dimensions be decreased or the maximum level of Development density for the entire Industrial Park be increased from that indicated on the site Development summary of **Exhibits B** and **C**. Therefore, Riverbend may move phase lines and re-allocate square footage to between phases is necessary to complete the Industrial Park without amendment of this Development Agreement.

The failure to meet a commencement or completion date of this schedule does not, in and of itself, constitute a material breach of the development agreement and Riverbend may request modifications of the dates as set forth on this Exhibit, which shall be minor modifications of the Development Agreement.

<u>PHASES</u>	<u>ANTICIPATED START</u>	<u>PROJECTED COMPLETION</u>	<u>SQ. FT¹</u>
Phase 1	Jan 2026	Dec 2030	273,000
Phase 2	Jan 2031	Jan 2035	483,600
Phase 3	Jan 2036	Jan 2040	514,000
Phase 4	Jan 2041	Jan 2045	403,000
Phase 5	May 2046	May 2050	514,000
Phase 6	May 2051	Jan 2055	0
<u>Completed Park</u>			<u>2,187,600</u>

¹ Square footage of vertical construction is approximate.

EXHIBIT E

Exhibit E

N.C.G.S. 160D-1006(a) Required Information

1. A description of the property subject to the agreement and the names of its legal and equitable property owners. Riverbend is the legal owner of the Industrial Park.
2. The duration of the agreement. However, the parties are not precluded from entering into subsequent development agreements that may extend the original duration period. The duration of the Development Agreement is thirty (30) years as provided in section 5.2 of this Development Agreement.
3. The development uses permitted on the property, including population densities and building types, intensities, placement on the site, and design. The uses permitted on the Land are those uses permitted by LC's approval of the rezoning of Parcel A and GC's approval of the rezoning of Parcel A1. The building types, intensities, placement on the site and design is shown by **Exhibits B** and **C** of this Development Agreement.
4. A description of public facilities that will serve the development, including who provides the facilities, the date any new public facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development. In the event that the development agreement provides that the local government shall provide certain public facilities, the development agreement shall provide that the delivery date of such public facilities will be tied to successful performance by the developer in implementing the proposed development, such as meeting defined completion percentages or other performance standards. **Exhibit F** of this Development Agreement describe extension of LC's Water Utilities which will serve the Industrial Park and **Exhibit F** and section 3.2 of this Development Agreement provide the design and construction schedule for LC's Water Utilities to ensure that these public facilities are available to the Industrial Park concurrent with Development of the Industrial Park. Riverbend will construct the public facilities described in the conditional zoning of the Industrial Park, including a reduced conflict intersection at Highway 16 at the times required by the conditional zoning of the Industrial Park.
5. A description, where appropriate, of any reservation or dedication of land for public purposes and any provisions agreed to by the developer that exceed existing laws related to protection of environmentally sensitive property. As part of Parcel A1 rezoning approval, Riverbend agrees to reserve and dedicate land for public purposes, such as for the establishment of Carolina Thread Trail which will be generally located in GC and LC as shown on **Exhibit C** of this Development Agreement.
6. A description, where appropriate, of any conditions, terms, restrictions, or other requirements for the protection of public health, safety, or welfare. **Exhibits B** and **C** including **Sheets 1** and **2** of **Exhibit C** of this Development Agreement provide the

zoning covenants, conditions and restrictions applicable to the Industrial Park for the protection of public health safety or welfare.

7. A description, where appropriate, of any provisions for the preservation and restoration of historic structures. No historic structures are located on the Industrial Park.

EXHIBIT F

Exhibit F

SCOPE OF WATER AND SEWER UTILITIES

WATER PORTION

Project consists of approximately 37,000 feet of 12" water line that begins at the intersection of NC-73 and Pilot Knob Rd, follows NC-73 to the east, Killian Farm Road to the south, Sifford Rd west, south through Riverbend property crossing under NC-16 and extending west to Old NC-16, follows Old NC-16 to the north, and Old Plank Rd to the west terminating where the County's existing 12" water line stops near Killian Creek.

SEWER PORTION

Project consists of approximately 20,000 feet of 12" force main and one duplex, submersible sewer pump station. The pump station is located in the northeast quadrant of the Riverbend Preserve property on the east side of NC-16. The 12" force main starts at the pump station and extends west through the Riverbend property, under NC-16 to Old NC-16, north on Old NC-16, west on Old Plank Road terminating at the Lincoln County Wastewater Treatment Plant.

The sewer pump station is sized to service the northeast quadrant (industrial) and the southeast quadrant (residential) of the Riverbend Preserve property. The target minimum pumping rate is 709 gal/min.

EXHIBIT G

Exhibit G

RIVERBEND PRESERVE CALCULATION OF BUILD-OUT SEWER FLOWS Preliminary - August 2022	
Southeast Quadrant - Development B Features a separate pump station discharging into NE Quadrant 400 residential units 3 bedrooms per house 80 gal/day per bedroom 96,000 gal/day for SE Quadrant 2.5 peaking factor 167 minimum pumping rate	
Northeast Quadrant - Development A 2,500,000 square feet of industrial space 125 gal/day per 1,000 sf 312,500 gal/day for NE Quadrant 96,000 plus avg daily flow from SE Quadrant 408,500 total average daily flow for main PS 2.5 peaking factor 709 gpm min. pumping rate	
Southwest Quadrant - Developments C, D, and E 380 residential units 3 bedrooms per house 80 gal/day per bedroom 91,200 gal/day 100,000 square feet of commercial / flex space 125 gal/day per 1,000 sf 12,500 gal/day 103,700 total average daily flow for SW Quadrant 2.5 peaking factor 180 minimum pumping rate	
Northwest Quadrant - Future Development Area 90 acres (PIN 4600297013) 53 acres (PIN 4600397155) 143 total acreage 800 gal/day per acre 114,400 total average daily flow for NW Quadrant 2.5 peaking factor 199 minimum pumping rate	
TOTALS 626,600 gal/day average daily flow for Riverbend 1,088 minimum combined pumping rate	

EXHIBIT H

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN
COUNTY OF GASTON

**INTERLOCAL AGREEMENT
BETWEEN
LINCOLN COUNTY AND GASTON COUNTY**

THIS INTERLOCAL AGREEMENT is dated as the 24 day of October, 2023 (the "Agreement"), and is among **LINCOLN COUNTY**, a North Carolina body corporate and politic (referred to herein as "Lincoln"), and **GASTON COUNTY**, a North Carolina body corporate and politic (referred to herein as "Gaston," and referred to collectively with Lincoln as the "Counties").

RECITALS

WHEREAS, the Counties are both local governments that are governed by the laws of North Carolina; and

WHEREAS, Riverbend Preserve, LLC (the "Developer") is the owner of approximately 867 acres of land that borders the county lines of both Counties (the "Property"), and the Developer intends to develop an industrial park (the "Industrial Park") on the Property; and

WHEREAS, the Counties and the Developer intend to enter into a development agreement pursuant to N.C.G.S. §160D-1006 for the development of the Industrial Park (the "Development Agreement"); and

WHEREAS, pursuant to N.C.G.S. §160A-461, any unit of local government in the State of North Carolina and any one or more other units of local government may enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, pursuant to N.C.G.S. §160A-466, when two or more units of local government are engaged in a joint undertaking, they may enter into an agreement regarding financing, expenditures, and revenues related to the joint undertaking; and

WHEREAS, funds collected by any participating unit of government may be transferred to and expended by any other unit of government in a manner consistent with the said agreement; and

WHEREAS, pursuant to N.C.G.S. §158-7.4(a), any two or more units of local governments may enter into contracts or agreements ... under which each participating local government agrees to provide resources for the development of an industrial or commercial park; and

WHEREAS, pursuant to N.C.G.S. §158-7.1(a), a county is authorized to make appropriations for economic development purposes, and these appropriations must be determined by the governing body of the county to increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the county; and

WHEREAS, pursuant to N.C.G.S. §158-7.1, a county may extend or may provide for or assist in the extension of water and sewer lines to industrial properties or facilities, whether the industrial property or facility is publicly or privately owned; and

WHEREAS, Lincoln is a Tier 3 County and Gaston is a Tier 2 County pursuant to the tier designation system established under N.C.G.S. §143B-437.08; and

WHEREAS, an eligible two-county industrial park may have the lower development tier designation of the two counties so long as it meets the requirements set forth in N.C.G.S. §143B-437.08(g); and

WHEREAS, the Lincoln County Board of Commissioners and the Gaston County Board of Commissioners have determined that it is in the best interest of their respective counties and citizens to enter into this Agreement; and

WHEREAS, the Counties have also determined that this Agreement will increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the respective counties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, and pursuant to North Carolina law, the Counties agree as follows:

ARTICLE I

GENERAL PROJECT TERMS

A. The Counties will cooperate in the development of the Industrial Park, as more particularly described in the Development Agreement.

B. Approximately two-thirds (2/3) of the Industrial Park will be located within Lincoln and the remaining one-third (1/3) will be located in Gaston. Both of the Counties have previously approved plans for the development of the Industrial Park, as required by law.

C. Lincoln has received approximately \$18.5 Million Dollars from the State of North Carolina to provide water and sewer services to the Industrial Park pursuant to House Bill 2021-103, Part XII, Section 12.9(e)(46), as amended by Session Law 2023-11, House Bill 2, Part IV, Section 4.2 (the “State

Funds”).

D. Lincoln County water and sewer lines will be installed to the Property for the Industrial Park portion of the development, and will also be extended to the residential portion located wholly in Gaston County (the “Utility Lines”).

E. Each County will collect its own property taxes within the territorial jurisdiction of the respective counties.

F. The Counties have agreed to an arrangement regarding tax revenue on the Industrial Park portion of the Property, as more detailed within this Agreement.

G. Neither County intends to contribute county funds, outside of the State Funds, to the development of the Industrial Park.

H. Term. This Agreement shall be for a term of thirty (30) years.

ARTICLE II

ESTABLISHMENT OF TWO-COUNTY INDUSTRIAL PARK

Pursuant to N.C.G.S. §143B-437.08(g), an eligible two-county industrial park may be established if it meets the following requirements, which are established and acknowledged by both the Counties as follows:

A. ***(g)(1) It is located in two contiguous counties, one of which has a lower development tier designation than the other.*** The Industrial Park will be located in Lincoln and Gaston, which are contiguous counties. Gaston has a Tier 2 development tier designation which is lower than Lincoln, which has a Tier 3 development tier designation.

B. ***(g)(2) At least one-third of the park is located in the county with the lower tier designation.*** Approximately one-third (1/3) of the Industrial Park will be located within Gaston, which has a lower tier designation than Lincoln.

C. ***(g)(3) It is owned by the two counties or a joint agency of the counties, is under contractual control of designated agencies working on behalf of both counties, or is subject to a development agreement between both counties and third-party owners.*** The Counties have, or will be, entering into a development agreement with Riverbend.

D. ***(g)(4) The county with the lower tier designation contributed at least the lesser of one-half of the cost of developing the park or a proportion of the cost of developing the park equal to the proportion of land in the park located in the county with the lower tier designation.*** The county with the lower tier designation is Gaston. Neither Lincoln or Gaston intends to invest funds to the initial development of the Industrial Park. The State Funds being invested by Lincoln County for the extension of Utility Lines to the Property were provided by the General Assembly of North Carolina, and are not being paid from either the general fund or any enterprise fund.

(1) Future Costs. If basic costs may arise in the future, the Counties agree that those costs shall be split on a 50/50 basis. However, any costs that may arise for the maintenance and upkeep of the Utility Lines shall be the sole responsibility of Lincoln, as the owner of those Utility Lines.

ARTICLE III

TAXING JURISDICTION AND TAX REVENUES

A. Subdivision of Industrial Park. The Developer shall be required, pursuant to the Development Agreement, to subdivide the Property for use as the Industrial Park. Given that all parties acknowledge that the Industrial Park will be across the county line in both Lincoln and Gaston Counties then a plat shall be recorded in the Register of Deeds in both Counties and said final recorded plat shall be referred to as herein as the “Subdivision Plat.”

B. Determination of Taxing Jurisdiction. The taxing jurisdiction shall be determined based upon if a parcel, resulting from the recorded Subdivision Plat, is located within Lincoln or Gaston County.

(1) Wholly Located Parcel. If based upon the Subdivision Plat, a parcel is located entirely within either Lincoln or Gaston then the taxing jurisdiction shall be the county within which the parcel is located.

(2) Partially Located Parcel. If based upon the Subdivision Plat, a parcel is located partially within both Lincoln or Gaston then the taxing jurisdiction shall be determined based upon the location of the constructed building. The county where the majority of the building is located shall be the taxing jurisdiction of the entire parcel.

(3) Collection by Taxing Jurisdiction. The taxing jurisdiction, as determined herein, shall be responsible for the collection of all ad valorem taxes for both real estate and business personal property taxes. The following definitions shall apply to this Agreement:

- i. Unimproved Base Value. The tax value of the real estate prior to any improvements being made to the property.
- ii. Improved Base Value. The tax value of the real estate following improvements being made to the property.
- iii. Improvement Value. The tax value of the structure, and other related improvements, constructed on the real estate.
- iv. Business Personal Property Value. The tax value of all taxable personal property related to the business being conducted on the property.

C. Division of Tax Revenues. The Counties agree to split tax revenues within the Industrial Park based on the follow terms:

(1) Lincoln is entitled to retain all tax revenue from the Unimproved Base Value of all parcels subject to Lincoln’s taxing authority, at its then-current tax rate.

(2) Gaston is entitled to retain all tax revenue from the Unimproved Base Value of all parcels subject to Gaston’s taxing authority, at its then-current tax rate.

(3) Upon improvement of the parcel, the Counties agree to a fifty percent (50%) split of all tax

revenue earned on the following:

- i. The difference of the Unimproved Base Value and the Improved Base Value,
 - ii. The Improvement Value, and
 - iii. The Business Personal Property Value
- (4) The split tax revenue described herein shall be sent to the other County by November 1st of each year for the preceding tax year.

ARTICLE IV

ESSENTIAL SERVICES

Pursuant to North Carolina law, the Counties, are required and/or allowed to provide essential services for the health and safety to its citizens. The Counties have agreed that the following essential services shall be addressed based upon the following terms:

A. Fire Service. For the safety of all citizens, the Counties have determined that the Industrial Park shall be covered by the East Lincoln Fire Department, which is a Lincoln County fire department with a fire taxing district within Lincoln. In the case that additional fire personnel would be needed to cover a call, outside of routine calls, the Lucia-Riverbend Fire Department, which is a Gaston County fire department would be the back-up station. Any additional documentation required for said arrangement shall be determined by the Fire Marshals of Lincoln and Gaston. It is acknowledged by both Counties that there are standing mutual aid agreements between the above-mentioned departments.

Any parcel located within Gaston and/or being taxed by Gaston shall be taxed the East Lincoln Fire tax based on the then-current tax rate for that district, which is established each year by the Lincoln Board of Commissioners. *This shall not apply to any additional residential development being performed by the Developer.*

B. Law Enforcement. For the safety of all citizens, the Counties have determined that the Sheriff's Office of Lincoln County shall be the primary law enforcement for any parcel located within Lincoln County, and the Gaston Police Department shall be the primary law enforcement for any parcel located within Gaston County.

C. Emergency Services. For the safety of all citizens, the Counties have determined that the Industrial Park shall be covered by Lincoln County Emergency Medical Services (EMS). However, given the mutual-aid agreements between both Gaston and Lincoln, the Counties will work together to provide the most efficient service to its citizens. Both Counties operate communication centers for the dispatch of emergency calls, and shall work together to properly dispatch the appropriate entities to calls within the Industrial Park.

D. Planning & Inspections. Any planning and inspections required for the development of the Industrial Park shall be the responsibility of the County with taxing authority. The Developer has previously received approval from both Counties for the development of the Industrial Park, and the Developer will be subject to those specific approvals during its development of the Industrial Park. If there are any issues that relate to properties within both Counties, then the Counties agree to work together through their Development Services departments to resolve said issue.

E. Erosion and Stormwater Control. A stormwater permit is required for all land-disturbing operations that equal to or exceed one (1) acre, and any stormwater and erosion control shall be subject to all requirements of Gaston County. Permitting shall be in compliance with all local watersupply watershed permitting requirements. This does not include any State permitting requirements during the construction and installation of any water and sewer utilities by Lincoln County.

F. Water and Sewer Utilities. Water and sewer utilities shall be provided to the Industrial Park by Lincoln. As stated herein, and in the Development Agreement, Lincoln has received the State Funds for the provision of water and sewer utilities to the Industrial Park. Any parcel located within the Industrial Park shall be provided with water and sewer, so long as the Developer has provided for said connections during development. The parcels within the Industrial Park shall be charged the In-County Rate for industrial customers, regardless of their taxing jurisdiction.

Residential Development. Lincoln has agreed to allow the residential neighborhood being developed in Gaston, by Developer, to be served by Lincoln water and sewer utilities. The extension of these services is included in the water and sewer line extension funded by the State Funds and the Developer. All residences within the residential neighborhood that are served by Lincoln water and sewer utilities shall be required to pay the Out-of-County Rate for residential customers.

No Right to Extend. The provision of these water and sewer utilities to industrial and residential customers under this Agreement does not constitute a right to Gaston to extend these Lincoln services to any other properties within Gaston. Any extension of these Lincoln services is at the sole discretion of Lincoln.

Mount Holly Loop. In an effort to plan for an emergency system failure within water systems in the area of the Development, Lincoln agrees to enter into discussion with the City of Mount Holly, a Gaston County municipality, to discuss a redundant interconnection for an emergency water supply plan. This interconnection would consist of a pipeline connection that allows Lincoln County and Mount Holly to share water resources in the event of an emergency. The specifics of this interconnection shall be provided for in an Interlocal Agreement between Lincoln County and Mount Holly prior to any interconnection. Also, any financial expense for the interconnection shall be the responsibility of Mount Holly.

ARTICLE V

TERM AND TERMINATION OF AGREEMENT; WITHDRAWAL

A. This Agreement shall become effective on the date of final execution and approval by the Counties (the "Effective Date").

B. The obligations of the Counties in regards to tax revenue, pursuant to Section III herein, shall begin at the time that a Certificate of Occupancy is issued for the first industrial building constructed within the Industrial Park (the "Start Date").

C. This Agreement shall be for a term of thirty (30) years which shall begin on the Start Date (the "Term").

D. Termination of Agreement. Either County may terminate this Agreement by giving proper notice of termination to each of the other parties. A termination may not be requested solely for the reason that the terminating county has selected to not share tax revenue pursuant to Section III herein. There shall be some other necessary reason for termination. Any termination shall not be effective until the second July 1st following the date that notice is received by the other party.

ARTICLE VI **DEFAULT AND REMEDIES**

Upon the occurrence of any Event of Default, and the continuation thereof for ten (10) days after notice from either County to the defaulting party, the non-defaulting party may **(a)** incur and pay such reasonable expenses for the defaulting party's account as may be necessary to cure the cause of any default and **(b)** proceed to protect and enforce its rights under this Agreement by a suit, action or special proceeding at law or in equity, either for the specific performance of any covenant or agreement or execution of any power or for the enforcement of any legal or equitable remedy as may be deemed most effectual to protect and enforce such rights.

All remedies under this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Agreement.

If any party employs an attorney to assist in the enforcement of provisions of this Agreement, and such party prevails in its attempts at enforcement, then the defaulting party must pay the reasonable attorneys' fees and all of the other costs that the non-defaulting party may reasonably have incurred (whether or not any suit or proceeding is commenced).

ARTICLE VII **INDEMNIFICATION**

To the extent permitted by law, each County will indemnify, protect and save the other parties and their respective officers and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, arising out of, connected with, or resulting directly or indirectly from the actions of the indemnifying party (or its officers, employees or other agents) related to this Agreement or to the transactions contemplated by or relating to this Agreement.

ARTICLE VIII **REPRESENTATIONS OF COVENANTS AND WARRANTIES**

Each of the Counties represents, covenants and warrants for the benefit of the others, as follows:

A. Neither the execution and/or delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreements or instruments

to which such County is now a party or by which it is bound, or constitutes a default under any of the foregoing agreements or instruments.

B. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein, nor the fulfillment of or compliance with the terms and conditions of this Agreement, to the best of such County's knowledge, constitutes a violation of any provision of law governing either County.

C. To the knowledge of each County, there is no litigation or other court or administrative proceeding pending or threatened against such County (or against any other person) affecting either County's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body (other than its governing board) or any other entity the approval of which has not been obtained.

D. All of such party's representations, covenants and warranties in this Agreement are true, correct and complete in all material respects, and not false or misleading in any material respect.

E. This Agreement has been validly authorized, executed and delivered by the Counties, and is a valid, legal and binding obligation of both Lincoln and Gaston, and their respective governing boards.

ARTICLE IX **LEGAL COUNSEL**

Both Lincoln and Gaston, have both been represented by their respective County Attorneys, and no outside counsel has been retained in regards to this Agreement.

ARTICLE X **MISCELLANEOUS**

A. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina.

B. Notices. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement. Any communication shall be sufficiently given and deemed given when delivered by hand or on the date shown on a delivery receipt from either the United States Postal Service or a nationally-recognized express delivery service, if addressed as follows:

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

With a copy to: Lincoln County
Attn: County Attorney

P.O. Box 738
Lincolnton, NC 28093

Gaston County: Gaston County
Attn: County Manager
P.O. Box 1578
Gastonia, NC 28053

With a copy to: Gaston County
Attn: County Attorney
P.O. Box 1578
Gastonia, NC 28053

Any addressee may designate additional or different addresses for communications by notice given under this Section to the other parties.

C. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right is not a Business Day, such payment may be made or act performed or right exercised on or before the next succeeding Business Day.

D. Severability. If any provision of this Agreement, or its application to any person, is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to accomplish the Counties' original intent to achieve the economic outcomes they intended to the greatest extent possible. In any event, invalidation of any provision of this Agreement, or its application to any person, shall not affect any other provisions of this Agreement or its application to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect and the Counties shall cooperate to amend this Agreement so as to achieve the economic outcomes intended by the Counties when they formed this Agreement.

E. Entire Agreements. This Agreement contains the entire agreement between the Counties, and all prior or contemporaneous oral or written agreements are merged into this Agreement. To the extent a conflict or inconsistency exists between this Agreement and any other document related to the Industrial Park is not merged into this Agreement, the provision which most encourages, promotes, and enables Development of the Industrial Park controls.

F. No Assignments. No party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the parties.

G. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.

H. Amendments. This Agreement may only be amended by agreement of both Counties, in writing, and executed by both Counties.

I. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement is binding upon and inures to the benefit of, and is enforceable by, the parties and their respective successors and assigns.

J. Time. Time is of the essence in this Agreement and each and all of its provisions.

K. Liability of Officers and Agents. No officer, agent or employee of any party shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

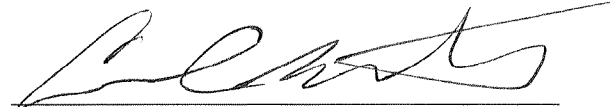
L. No Third-Party Beneficiaries. There are no entities which are, or which are intended as, third-party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

SIGNATURES TO APPEAR ON FOLLOWING PAGES

LINCOLN COUNTY,
a North Carolina body corporate and politic

BY:

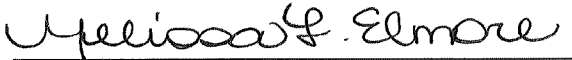


Carrol D. Mitchem

Chairman of the Board of Commissioners

ATTEST:

(SEAL)



Melissa Elmore, Clerk to the Board

Approved as to form on behalf of Lincoln County.

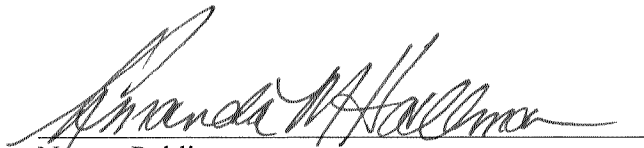
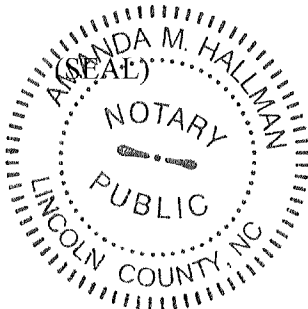


Megan H. Gilbert, County Attorney

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

I Amanda M Hallman, a Notary Public, do hereby certify that **Melissa Elmore** came before me this day and acknowledge that she is the Clerk to the Board 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 Clerk to the Board.

Witness my hand and official seal this 16 day of October, 2023.



Notary Public

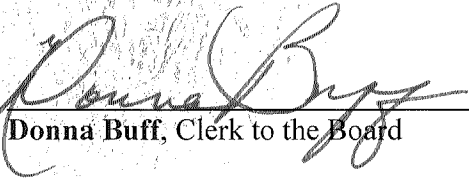
My Commission Expires: 3-8-24

GASTON COUNTY,
a North Carolina body corporate and politic

BY:


Chad Brown
Chairman of the Board of Commissioners

ATTEST:


Donna Buff, Clerk to the Board

(SEAL)

Approved as to form on behalf of Lincoln County.


William Stetzer, County Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I Miranda Deninger, a Notary Public, do hereby certify that **Donna Buff** came before me this day and acknowledge that she is the Clerk to the Board of Gaston County, a North Carolina body corporate and politic, and that by authority duly given and as the act of the Board of Commissioners of Gaston 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 Clerk to the Board.

Witness my hand and official seal this 24th day of October, 2023.

(SEAL)

Miranda Deninger
Notary Public
My Commission Expires: October 03, 2027

MIRANDA DENINGER
Notary Public, North Carolina
Cleveland County
My Commission Expires
October 03, 2027



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Building and Development Services Board Action

File #: 23-518

Commissioner Brown - Building & Development Services - Adoption of Ordinance to Approve a Development Agreement Between Gaston County, Lincoln County and Riverbend Preserve, LLC

STAFF CONTACT

William Stetzer - County Attorney - 704-866-3400

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

Pursuant to N.C.G.S. 160-D, local governments may enter into development agreements but said local governments may not exercise any authority or make any commitment not authorized by general or local act, and may not impose any tax or fee not authorized by otherwise applicable law. This proposed agreement provides for the installation of Lincoln County water and sewer infrastructure for the Riverbend Preserve Development on Parcel ID 310408 - for an industrial park along the county-line between Lincoln and Gaston counties. The General Assembly granted Lincoln County \$18.55M to extend water and infrastructure to the site for the industrial park. Any overage costs shall either be covered by Riverbend or additional allocations from the State - no other County funds are to be expended. This development agreement is between Gaston County, Lincoln County, and Riverbend Preserve, LLC.

POLICY IMPACT

N/A

ATTACHMENTS

Ordinance / Development Agreement

DO NOT TYPE BELOW THIS LINE

I, Donna S. Buff, Clerk to the County Commission, do hereby certify that the above is a true and correct copy of action taken by the Board of Commissioners as follows:

NO.	DATE	M1	M2	CBrown	CCloninger	AFraley	BHovis	KJohnson	TKeigher	RWorley	Vote
2023-337	10/24/2023	BH	AF	A	A	A	A	A	A	A	U

DISTRIBUTION:

Laserfiche Users

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