



Gaston County

Gaston County
Board of Commissioners
www.gastongov.com

Economic Development Commission Board Action

File #: 21-358

Commissioner Keigher - EDC - To Authorize an Interlocal Agreement Between the City of Gastonia, City of Lowell, Gaston County and Northpoint Development for the City of Gastonia to be the Lead Agency for Inspection Services for the Gateway85 Project

STAFF CONTACT

Donny Hicks - Economic Development Commission - 704-825-4046

BUDGET IMPACT

N/A

BUDGET ORDINANCE IMPACT

N/A

BACKGROUND

The Gateway85 project on the former Lineberger property north of I-85 will be one of the largest economic development projects in the history of Gaston County. The property is split between Gastonia and Lowell. Gaston County currently provides some building inspection services to Lowell under an existing Interlocal Agreement. In order to expedite building permit applications and construction plan submissions, Gastonia, Lowell, Gaston County and NorthPoint Development have agreed that Gastonia should be the lead agency in conducting those reviews. Lowell will participate in the plan reviews by sending a member of their planning department to the plan review meetings that will be held in the Garland Center.

POLICY IMPACT

N/A

ATTACHMENTS

City of Gastonia Memorandum, Interlocal Agreement for Inspections and Exhibit 1 - Property Description

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	AFraley	BHovis	KJohnson	TKeigher	TPhilbeck	RWorley	Vote
2021-261	09/28/2021	BH	CB	A	AB	A	A	AB	A	A	U

DISTRIBUTION:

Laserfiche Users

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



MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: L. ASHLEY SMITH, CITY ATTORNEY

THRU: MICHAEL C. PEOPLES, CITY MANAGER

DATE: SEPTEMBER 14, 2021

**RE: INTERLOCAL AGREEMENTS FOR INSPECTIONS AT GATEWAY85
(NORTHPOINT DEVELOPMENT)**

The Gateway85 project on the former Lineberger property north of I-85 will be one of the largest economic development projects in the history of Gaston County. The property is split between Gastonia and Lowell. Gaston County currently provides some building inspection services to Lowell under an existing Interlocal Agreement. In order to expedite building permit applications and construction plan submissions, Gastonia, Lowell, Gaston County and NorthPoint Development have agreed that Gastonia should be the lead agency in conducting those reviews. Lowell will participate in the plan reviews by sending a member of their planning department to the plan review meetings that will be held in the Garland Center.

The attached agreements have been reviewed by all entities involved. City staff recommends approval. Please do not hesitate to contact me if you have any questions.

**NORTH CAROLINA
GASTON COUNTY**

**INTERLOCAL AGREEMENT FOR REAL PROPERTY
DEVELOPMENT AND ENFORCEMENT SERVICES**

This Agreement is made and entered into this _____ day of _____, 2021, by and between the City of Gastonia, a North Carolina municipal corporation (hereinafter referred to as "Gastonia"), the City of Lowell, a North Carolina municipal corporation (hereinafter referred to as "Lowell"), Gaston County, a body politic and a subdivision of the State of North Carolina (hereinafter referred to as "County") and Northpoint Development, LLC, a Missouri Limited Liability Company (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes units of local government to enter into contracts with each other in order to execute any undertaking including the contractual exercise by one unit of local government for one or more other units of any administrative or governmental power, function, public enterprise, right, privilege, or immunity of local government; and,

WHEREAS, Owner is the owner of that certain parcel or parcels of real property designated as Gateway85 (hereinafter the "Property") and has proposed the Property be developed for commercial purposes to include multiple large scale commercial or industrial buildings together with all necessary transportation, street and utility infrastructure needed to support such development; and,

WHEREAS, a portion of the Property is located within the municipal boundaries of Gastonia and a portion of the Property is located within the municipal boundaries of Lowell; and,

WHEREAS, the development of the Property will inure to the benefit of the citizens of Gaston County, Gastonia, and Lowell by increasing the tax base, diversifying the economy and providing jobs; and,

WHEREAS, Gastonia, Lowell, and County desire to promote the most efficient development of the Property for the benefit of their citizens by providing that one jurisdiction act as lead agency for submission of plans and permit requests, coordinating review and approval of such requests, and for building plan review, inspection and enforcement services required for the proposed development; and,

WHEREAS, Lowell and County have previously entered into an Interlocal Agreement for the Inspection of Unsafe Buildings Inside Lowell City Limits dated October 13, 2013, and intend by execution of this Interlocal Agreement to exempt the Property referenced above from that agreement so that Gastonia can act as lead agency for submission of plans and permit requests, coordinating review and approval of such requests, and for building plan review, inspection and enforcement services required for the proposed development as described further herein; and

WHEREAS, Owner wishes to join in the execution of this Agreement for the purpose of providing written consent to the terms of this Agreement as may be provided in North Carolina General Statutes Section 160D-203:

NOW, THEREFORE, it is agreed by the parties hereto that Gastonia through its Development Services Department and Two Rivers Utilities shall receive all development plans and permit requests, coordinate with respect to the timing of review and approval, including any necessary planning or

engineering approval by the City of Lowell, and shall provide all building plan review, inspection and enforcement services required for the development of the Property, whether located within the municipal boundaries of Gastonia or the municipal boundaries of Lowell on the terms and conditions set forth below:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions for the governmental entities to cooperate with respect to the receipt of development plans and permit requests, to coordinate timely review and/or approval of such plans or permit requests, to provide an efficient process for invoicing and payment of fees and charges relating to development and enforcement services, and for Gastonia to contract with County and Lowell to serve as the lead agency for building plan review, inspection, and enforcement services for the development of the Property. This Agreement is not to establish any kind of joint agency or partnership agreement between the parties.

2. Term. The term of this Agreement shall be for an initial term of three (3) years from the date that this Agreement is fully executed by both parties. This Agreement shall automatically renew each year thereafter for successive one (1) year terms unless terminated as provided herein.

3. Responsibilities.

A. Gastonia, through its Development Services Department and Two Rivers Utilities, agrees to timely review Development Plans, including site plans and/or permit requests with regard to that portion of the Property lying within the municipal boundaries of Gastonia; to cooperate with Lowell in furtherance of timely responses to all development plans, permit requests, and inspections; to receive all development plans and permit requests through its Planning Services portal or by other equivalent methods; to provide Lowell with timely notice of the receipt of such plans or permit requests relating to property lying within the municipal boundaries of the City of Lowell; to provide building plan review, any and all inspection services, and any and all ordinance enforcement services; and to provide any and all water and sewer services needed in connection with the development of the Property.

B. Lowell, through its Development Services Department and/or Planning Department, agrees to timely review Development Plans, including site plans and/or permit requests with regard to that portion of the Property lying within the municipal boundaries of Lowell and to cooperate with Gastonia in furtherance of timely responses to all development plans, permit requests, and inspections. Gastonia, County and Lowell agree that while providing building plan review, inspection and enforcement services, Gastonia shall be authorized to and shall apply and enforce the respective Development Ordinances applicable to the portion of the Property where such inspection or enforcement services are being performed. County and Lowell do hereby confer upon Gastonia the necessary geographical and subject matter jurisdiction to carry out the intent of this Agreement on behalf of County and Lowell with regard to that portion of the Property located within the municipal boundaries of Lowell.

C. Gastonia shall invoice, collect and retain all fees for Development Services, including site plan review and engineering review, relating to the portion of the Property lying or situated within the municipal boundaries of the City of Gastonia; and shall invoice, collect and retain all fees for building plan review, inspections or enforcement, according to the fee schedules of the respective Development Ordinances, for all portions of the Property subject to this Agreement.

D. Lowell shall invoice, collect and retain all fees for Development Services, including site plan review and engineering review, relating to the portion of the Property lying or situated within the municipal boundaries of the City of Lowell.

E. Upon proper completion of construction of the water and sewer utilities by the owner of the Property, Gastonia shall accept said utilities into its Two Rivers Utilities system and shall provide all water

and sewer services to the Property in accordance with the rate schedule adopted by the City Council of the City of Gastonia. All fees associated with the provision of water and sewer services to the Property shall be retained by Gastonia, provided that stormwater fees associated with any portion of the property lying within the municipal boundaries of Lowell shall be remitted to Lowell.

F. Electric service to the property shall be supplied in accordance with the service rights established pursuant to North Carolina General Statute.

G. Upon proper completion of construction and dedication to the public of the streets serving the Property by the owner of the Property, Gastonia and Lowell shall each accept and maintain any portion of said streets that lie within their respective municipal boundaries.

H. County shall assess and collect all ad valorem taxes associated with any portion of the Property or any building constructed on the Property which lies within the boundaries of either Gastonia or Lowell, and shall remit the municipal ad valorem taxes collected from the Property to the respective municipality in which the property subject to municipal ad valorem taxes were located.

4. Geographic and Subject Matter Jurisdiction. To the fullest extent permitted by the laws of the State of North Carolina and the United States, County and Lowell hereby grant to Gastonia the authority to enforce the respective land development ordinances as they now exist or as they may hereinafter by adopted and shall exercise and provide enforcement services using the applicable land development ordinances according to where the Property or portion of the Property is situated., Gastonia hereby accepts the authority herein granted and agrees fully and faithfully to perform the duties and responsibilities implied by the acceptance of this grant subject to the terms and conditions of this Agreement. Gastonia shall have the authority to enforce the code and ordinances in the geographical jurisdiction stated in Exhibit "A", which is attached hereto and incorporated by reference.

5. Amendment. This Agreement may not be amended or modified except in a writing executed by all parties hereto.

6. Entire Agreement and Severability. This Agreement is the only agreement between the parties relating to the purpose or subject matter described in paragraph 1, and contains all the terms agreed upon, and replaces any previous agreements regarding the subject matter. This Agreement has no effect upon enforcement of codes or ordinances not specifically mentioned herein. If any part of this Agreement is held invalid such decision shall not render the remainder of the document invalid.

7. Waiver of Immunity. No portion of this Agreement shall be deemed to constitute a waiver of any immunities which County or Gastonia or Lowell or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care on the part of either party to any persons not a party to this Agreement.

8. Termination. Upon completion of the development of the Property, this agreement may be terminated for convenience by any party by giving 60 days' written notice to the all other parties.

9. Notice. Any written notice to be given hereunder by either party to all other parties shall be by certified mail, return receipt requested to the addresses set forth below. Any party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this section.

City of Gastonia
Attention City Manger
P.O. Box 1748
Gastonia, NC 28053-1748

Gaston County
Attention County Manager
P. O. Box 1758
Gastonia, NC 28053-1758

City of Lowell
Attention City Manager
1010 W. First Street
Lowell, NC 28098

NorthPoint Development, LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate for themselves for their duly authorized officers on the day and year first above written.

City of Gastonia

By: _____
Walker E. Reid, III, Mayor

Attest:

Suzanne J. Gibbs, City Clerk

Approved as to Form:

L. Ashley Smith, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the (Deputy) City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its (Deputy) City Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Gaston County

By: _____
Its: _____

Attest:

Clerk to the Board of Commissioners

Approved as to Form

County Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____, this day, personally appeared before me this day and acknowledged that she is the Clerk of the Gaston County Board of Commissioners and that pursuant to the act of Gaston County, the foregoing instrument was signed in its name by Dr. Kim Eagle, County Manager, sealed with its corporate seal and attested by her as its Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2020.

Notary Public

My Commission Expires: _____

City of Lowell

By: _____
Sandy Railey, Mayor

Attest:

City Clerk

Approved as to Form

City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the City Clerk of the City of Lowell and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

NorthPoint Development, LLC, Owner

By: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and being duly sworn, acknowledged that he/she is the President/General Partner/Manager (circle correct title) of NorthPoint Development, LLC, a Missouri limited liability company and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him/her as the act and deed of said company.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

EXHIBIT 1
PROPERTY DESCRIPTION

Trantham Parcels:

All that certain lot or parcel of land situated in the City of Gastonia, Gaston County, North Carolina and more particularly described as follows:

PARCEL NO. 1:

BEING the full contents of Lot Nos. 11 and 12 as shown on a Plat made by L.B. Falls, Registered Surveyor, in November, 1959 and entitled "Property of O.G. Penegar" to which plat reference is hereby made.

BEGINNING at an iron stake in the center of an unnamed street, the southeasterly corner of Lot No. 10 and runs thence South 0 degrees 41 minutes West with the line of Bryant 80.5 feet to an iron stake; thence South 83 degrees 40 minutes West 140.6 feet to an iron stake; thence North 0 degrees 29 minutes West 105 feet; thence North 89 degrees 31 minutes East 145.8 feet to an iron stake in the center of the road, the Point of Beginning.

Lot No. 12 is described as follows: BEGINNING at an iron stake the common corner of Moore and Williams and runs thence with William's line North 3 degrees 15 minutes West 158 feet to an iron stake in William's line; thence North 89 degrees 31 minutes East 119 feet to an iron stake in Moore's line; thence with Moore's line South 83 degrees 40 minutes West 380 feet to an iron stake to the Point of Beginning.

PARCEL NO. 2:

BEGINNING at a stake on Henry Williams East line 590 feet South 5 degrees West from an iron J.T. Cox Estate corner on Smyre Mill line and runs thence North 82 degrees 30 minutes East 500 feet to an iron; thence South 5 degrees East 436 feet to an iron; thence South 82 degrees 30 minutes West 500 feet to said Williams line; thence with Williams line North 5 degrees West 436 feet to the beginning, containing 5 acres, more or less.

Also a 12 foot right of way beginning at Northeast edge of Cox property, North 0 degrees 45 minutes West 573 feet to the right of way from the J. T. Cox estate property to State Highway No. 7 at the point where the right of way crosses the Smyre Mill property and the North line of the J.T. Cox property.

Trakas Parcels:

All that certain lot or parcel of land situated in the City of Gastonia, Gaston County, North Carolina and more particularly described as follows:

Parcel 1:

BEGINNING at an iron at the northeasterly corner of the property conveyed to A. M. Smyre Manufacturing company by Deed recorded in Book 168 at Page 571, and runs thence North 85 degrees 48 minutes East 173.83 feet to an iron; thence South 4 degrees 33 minutes East 205.10 feet to an old iron; thence South 4 degrees 28 minutes 215.07 feet to another old iron; thence South 4 degrees 48 minutes East 1,383.82 feet to an iron on the northerly margin of the right of way of Interstate Highway No. 85; thence with the northerly margin of said right of way North 78 degrees 12 minutes 30 seconds West 412.35 feet to a concrete monument; thence along said right of way North 1 degree 03 minutes East 31.15 feet to another concrete monument; thence again with said right of way North 78 degrees 12 minutes 30 seconds West 49.45 feet to an iron, a corner of the Smyre Manufacturing Company; thence with said Company line North 2 degrees 59 minutes 30 seconds West 964.64 feet to the beginning, containing 10.09 acres, more or less.

SAVE AND EXCEPT, however portions of said property heretofore conveyed to third parties.

Parcel 2:

BEGINNING at a point in the northern right of way line of Interstate 85, said point of beginning being also the southeastern corner of property of Smyre Manufacturing Company (now or formerly) as shown in Deed Book 168 at Page 571; and running thence North 14-30 East 719.03 feet to a point; thence North 2-59-30 West 964.94 feet to a point; thence North 85-48 East 173.83 feet to a point; thence South 4-33 East 205.1 feet to a point in the northern margin of Parkinson Street; thence South 4-26 East 215.07 to a point in the northwestern corner of V. C. Moore (now or formerly) as shown in deeds recorded in Book 514 at Page 168 and Book 768 at Page 603; thence along the western property line of said V. C. Moore South 4-48 East 593.12 feet to an old iron; thence North 82-30 East 500.22 feet to an old iron in the western right of way line of a proposed 60 foot street; thence along the western right of way line of said proposed 60 feet street North 5-00 West 435.0 feet to an old iron; thence North 82-30 East 24.6 feet to an iron in the western margin of Scalybark Road; thence North 0-39 West 424.0 feet to an iron; thence North 9-47 West 160.0 feet to a point in the southern property line of Mosley (now or formerly); thence North 84-34 East 958.79 feet to an old iron thence South 12-20 East 731.53 feet to an old iron in the property line of A. C. Lineberger (now or formerly); thence with the property line of A. C. Lineberger the following courses and distances: (a) North 88-02 West 329.89 feet to a concrete monument; (b) South 37-23 West 857.82 feet to a concrete monument; and (c) South 30-56 West 843.81 feet to a concrete monument; thence South 83-56 West 288.15 feet to a point in the northern right of way line of Interstate #85; thence the following courses and distances along the northern right of way line of Interstate #85 as follows: (a) North 79-35 West 26.87 feet to an iron, and (b) North 78-12-30 West 412.35 feet to an iron; thence North 1-03 West 31.15 feet to a point; thence South 78-12-30 East 49.45 feet to the point of beginning.

SAVE AND EXCEPT Tract 1, Parcel 1, Parcel 2 and Parcel 3 described in Book 1872, Page 96 Gaston County Registry.

Parcel 3:

BEGINNING at a point at the intersection of the northern margin of Aberdeen Boulevard and the center line of Scalybark Road, and running thence North 00-06-42 West 29.72 feet to a nail in the center line of Scalybark Road; thence North 09-15-57 West 159.95 feet to an iron in the center line of Scalybark Road; thence North 85-05-42 East 958.14 feet to an iron at the southern terminus of the eastern margin of Smyre Street (aka Ballpark Road); thence with the line of the property of the heirs of Dr. J. W. Reid (Book 530 at Page 62) South 11-49-00 East 731.07 feet to an iron; thence with the

line of the property of the heirs of A. C. Lineberger (Book 1334 at Page 206) North 87-26-32 West 288.01 feet to an iron; thence North 01-10-25 West 39.40 feet to an iron; thence North 00-49-16 West 349.85 feet to an iron; thence South 88-51-20 West 223.33 feet to an iron at the eastern terminus of the southern margin of Aberdeen Boulevard; thence North 01-08-40 West 60.00 feet to an iron at the eastern terminus of the northern margin of Aberdeen Boulevard; thence with the northern margin of Aberdeen Boulevard, South 88-51-20 West 560.57 feet to the point and place of Beginning, and containing 7.7392 acres, more or less.

Parcel 4:

BEGINNING at a stake in the line between G & M Realty Company, Inc., a A.C. Lineberger, now or formerly, said stake being located S 30-58 W. 127.81 feet from a concrete marker, and running thence S. 30-56 W. 316.0 feet to a concrete marker, Lineberger's corner, thence S. 83-56 W. 288.15 feet to an iron in the northern right-of-way line of Interstate Highway No. 85; thence along said northern right-of-way line N. 79-35 W. 26.87 feet to an old iron; thence continuing along said right-of-way line N. 78-12-30 W 408.85 feet to an iron; thence N. 14-30 E. 364.0 feet to an iron in the southern margin of a proposed 60 foot street; thence along the southern margin of said proposed 60 foot street S. 75-30 E. 108.0 feet to an iron; thence continuing along said street margin and along the arc of a circular curve to the left having a radius of 526.71 feet in an easterly direction, a distance of 197.64 feet to an iron; thence continuing along said street margin N. 83-00 E. 591.17 feet to the Beginning, containing 7.03104 acres.

Lineberger Parcels:

Those certain tracts or parcels of land situated, lying and being in the City of Gastonia, County of Gaston, State of North Carolina and being more particularly described as follows:

TRACT I

BEGINNING at an existing iron pin that is located at the point formed by the intersection of the northerly margin of the right of way of Interstate 85 and the southerly line of the property owned, now or formerly, by Blair M. Bycura, as described in Deed Book 1320, Page 602, Gaston County Registry. Thence from said point and place of beginning following the southern line of Bycura's property North 84° 27' 11" East a distance of 288.51 feet to a concrete monument; thence with Bycura's eastern line North 31° 27' 11" East a distance of 643.70 feet to a concrete monument in the eastern margin of the property of G&M Engineers, Ltd., as described in Deed Book 1872, Page 96 of the Gaston Registry; thence continuing with G&M Engineers' line 37° 54' 19" East a distance of 857.82 feet to an iron pin at a marked pine; thence continuing with line of G&M Engineers South 87° 28' 32" East a distance of 329.26 feet to a pin; thence South 87° 30' 07" East a distance of 222.52 feet to an iron pin; thence North 18° 00' 00" East a distance of 483.30 feet to a concrete monument in the southwest corner of the property of Duke Power Company as described in Deed Book 1016, Page 295 of the Gaston County Registry; thence with the property of Duke Power Company, ten (10) distances and courses as follows: 1) North 88° 48' 07" East a distance of 202.01 feet to a concrete monument; 2) North 1° 08' 42" West a distance of 149.91 feet to a point; 3) South 88° 51' 53" West a distance of 56.77 feet; 4) North 18° 00' 00" East a distance of 2169.15 feet to an iron pin in the southern right of way of the Southern Railroad; 5) North 66° 11' 06" West a distance of 19.62 feet; 6) North 18° 57' 00" East a distance of 126.62 feet to an iron pin; 7) North 88° 11' 06" West a distance of 19.62 feet to an iron pin; 8) North 18° 53' 41" East a distance of 121.45 feet to an iron pin; 9) North 20° 32' 26" East a distance of 149.23 feet to an iron pin in the Southern Railroad right of way; and 10) crossing N.C. Highway #7, North 20° 36' 34" East a distance of 195.22 feet to an iron pin in the right of way of the P&N Railroad; thence with the center line of the P&N Railroad right of way, South 70° 39' 13" East a distance of 853.635 feet to a nail; thence with the westerly boundary of the property of Doris L. Holloway, now or formerly, as described in Deed Book 724, Page 29, Gaston County Registry, and the western margin of the property of Tina Oliver, now or formerly, as described in Deed Book 2281, Pages 876-878, crossing N.C. Highway #7, South 16° 32' 47" West a distance of 531.11 feet to a point in the center line of the Southern Railroad; thence with the southerly line of the Southern Railroad ten (10) courses and distances as follows: 1) South 63° 20' 15" East a distance of 30.27 feet; 2) South 62° 18' 28" East a distance of 100.06 feet; 3) South 61° 18' 04" East a distance of 100.78 feet; 4) South 60° 21' 04" East a distance of 99.73 feet; 5) South 59° 17' 25" East a distance of 100.98 feet; 6) South 58° 19' 39" East a distance of 99.80 feet; 7) South 57° 14' 47" East a distance of 100.88 feet; 8) South 56° 11' 47" East a distance of 100.43 feet; 9) South 55° 21' 20" East a distance of 99.80 feet; and 10) South 54° 48' 42" East a distance of 936.03 feet; thence with the Western line of Mark Duncan, now or formerly, as described in Deed Book 1396, Page 241, and being Lot 27 in Plat Book 6, Page 48, Gaston County Registry, South 13° 33' 03" West a distance of 346.46 feet; thence with the Southerly line of Duncan, John Carter, now or formerly, as described in Deed Book 694, Page 53, Gaston County Registry, Raeford Broome, now or formerly, as described in Deed Book 722, Page 104, and William H. Millsaps, et ux, Marilyn V. Millsaps, now or formerly, as described in Deed Book 2026, Page 141, Gaston County Registry, South 39° 20' 39" East a distance of 825.97 feet, to an iron pin; thence with the western line of Richard L. Palmer, now or formerly, as described in Deed Book 2278, Page 510, of the Gaston County Registry, South 50° 14' 35" West a distance of 201.70 feet to an iron pin; thence North 75° 47' 40" West a distance of 768.20 feet to a concrete monument; thence South 21° 44' 13" West a distance of 125.88 feet to an iron pin at the northwest corner of the property of Neal F. Crawford, Jr., now or formerly, as described in Deed Book 1112, Page 865, of the Gaston County Registry; thence with the boundary of the property of Crawford two (2) courses and distances as follows: 1) South 19° 34' 45" West a distance of 428.41 feet to a concrete monument; and 2) North 67° 35' 25" West a distance of 193.90 feet to a point in the easterly margin of Lineberger Street (Walnut Street); thence South 8° 59' 39" West a distance of 170.33 feet to a point in the right of way of Lineberger Street (Walnut Street); thence South 67° 31' 53" East a distance of 152.57 feet to an iron pin in the margin of the property of Ida Crawford; thence along the western margin of the property of Tony G. Henderson, et ux now or

formerly, as described in Deed Book 1838, Page 153, Gaston County Registry, South 20° 15' 36" West a distance of 404.87 feet, crossing East Drive to a point in Lineberger Street (Walnut Street); thence South 55° 08' 00" East 470.86 feet, to an iron pin; thence South 01° 29' 59" East a distance of 199.71 feet to an iron pin; thence North 81° 55' 10" East a distance of 881.49 feet to an iron pin, which iron pin is the common corner of Willard Anders, et ux, now or formerly, as described in Deed Book 1909, Page 98, Gaston County Registry, Floyd W. Hawks, Jr., now or formerly, as described in Deed Book 956, Page 173, Gaston County Registry, and Raeford F. Deaton, now or formerly, as described in Deed Book 1859, Page 130, Gaston County Registry; thence from said point along the line of Anders, as aforesaid, South 59° 59' 02" East a distance of 281.17 feet to a point in the property of Wade W. Mitchem, et ux, now or formerly, as described in Deed Book 1190, Page 448, Gaston County Registry; thence with the property of Mitchem two (2) courses and distances as follows: 1) South 72° 02' 09" West a distance of 1013.02 feet to a concrete monument; and 2) South 30° 06' 49" East a distance of 893.44 feet to an iron pin in the western line of the property of John R. Rankin and Betty W. Harrison, now or formerly, as described in Deed Book 980, Page 696, Gaston County Registry; thence with the line of Rankin and Harrison, South 84° 47' 46" West a distance of 183.14 feet to an iron pin in the northern margin of the right of way of Interstate 85; thence with the northern right of way of Interstate 85 North 77° 37' 18" West a distance of 154.22 feet to a concrete monument, which concrete monument is a common corner of Public Service Co. of N.C., Inc., now or formerly, as described in Deed Book 1422, Page 731, Gaston County Registry; thence two (2) courses and distances with the property of the Public Service Co. of N.C., Inc.: 1) North 60° 19' 43" West a distance of 604.61 feet; and 2) South 30° 22' 34" West a distance of 189.52 feet to a concrete monument in the northerly right of way of Interstate 85; thence with the northerly right of way of Interstate 85 nine (9) courses and distances as follows: 1) North 77° 40' 32" West a distance of 1457.82 feet to a concrete monument; 2) North 15° 08' 31" East a distance of 9.84 feet to a concrete monument; 3) North 77° 33' 38" West a distance of 253.74 feet to an iron pin; 4) South 13° 09' 34" West a distance of 10.02 feet to an iron pin; 5) North 77° 44' 06" West 398.78 feet to a concrete monument; 6) North 11° 03' 33" East a distance of 19.36 feet to a concrete monument; 7) North 77° 35' 16" West a distance of 901.30 feet to a concrete monument; 8) South 12° 43' 27" West a distance of 19.71 feet to a concrete monument; 9) North 77° 35' 16" West a distance of 919.16 feet to the point and place of BEGINNING.

Being 297.6839 acres, as shown on a survey for the A.C. Lineberger Estate prepared by Tanner and McConnaughey, P.A., dated April 25, 1995 as amended by the certification of Franklin E. Tanner dated October 16, 2017 which certification was placed on the April 25, 1995 survey for the purpose of correcting the deed reference for the parcel owned by Duke Power Company.

NOTE: The above legal description is not insurable in its present form but is subject to an acceptable current survey by a licensed Civil Engineer.

TRACT II

BEGINNING at an established iron pin situated on the common line of the A.C. Lineberger Estate Property as described in that deed recorded in Deed Book 1334 at Page 208, said established iron pin is South 52 degrees 25 minutes 44 seconds East 652.07 feet from an established iron pin at that point where the southernmost right of way line of Aberdeen Boulevard terminates as shown on that plat recorded in the Gaston County Registry in Plat Book 24 at Page 29, said established iron pin is also South 87 degrees 26 minutes 32 seconds East 329.26 feet from an established iron pin situated at a pine tree; thence North 6 degrees 59 minutes 53 seconds West 725.78 feet to an established iron pin on the common line of the property of Keith R. Woods as described in that deed recorded in Gaston County Registry in Book 1440 at Page 316; thence with the common line of the property of Woods as described in the foregoing deed, North 58 degrees 17 minutes 50 seconds East 448.91 feet to an established iron pin; thence continuing with the common line of Woods and with the common line of the property belonging to Theodore R. Smith as described in that deed recorded in the Gaston County Registry in Book 704 at Page 604, North 7 degrees 14 minutes 37 seconds East 1180.60 feet to an established iron pin which is a corner of the property of Smith as described in the foregoing deed, Elizabeth F. Fuller as described in that deed recorded in Deed Book 1476 at Page 735, James A. Hoffman, Jr. as described in that deed recorded in Deed Book 1062 at Page 337 and Raymond S. Cline as described in that deed recorded in Deed Book 1928 at Page 559; thence with the common line of Cline, South 68 degrees 16 minutes 04 seconds East 441.71 feet to an established iron pin; thence South

17 degrees 37 minutes 29 seconds West and crossing over a Duke Power Company transmission line right of way 1588.66 feet to a concrete monument; thence continuing with the common line of the A.C. Lineberger Estate Property the following two courses and distances to the point of BEGINNING: (1) South 18 degrees 00 minutes 00 seconds West 483.30 feet to an established iron pin; (2) North 87 degrees 30 minutes 07 seconds West 222.52 feet to the point of BEGINNING, containing 17.1019 acres.

The foregoing description was taken from an unrecorded survey prepared by Tanner and McConnaughey, P.A. Registered Surveyors, dated December 28, 1995.

Reference is made to that deed dated February 1, 1996 by James W. Isbill and wife, Charlotte S. Isbill, et al, to Sarah Lineberger, et al, and recorded in Book 2521, Page 565, Gaston County Registry.

TRACT III

BEGINNING at a point situated in the center line of a branch, said point of BEGINNING is situated on the common line of the Lineberger Estate Property and the same is further situated South 81 degrees 55 minutes 10 seconds West 376 feet from an established iron pin which represents the common rear corner of Lot 10 and Lot 11 in Block "B" of the Eleanor Acres Subdivision as shown on Map No. 2, a copy of which is recorded in the Gaston County Registry in Plat Book 19 at Page 78, said point of BEGINNING is also a corner of that 12.3410 acre tract conveyed by Nancy M. Reid, Widow, to James W. Isbill as set forth in that deed dated February 1, 1986 and duly filed for recording in the Gaston County Registry; thence from the BEGINNING and with common line of the 12.3410 acre tract conveyed to James W. Isbill and along the center line of the foregoing wet weather branch, the following twenty-nine courses and distances: (1) North 06 degrees 11 minutes 55 seconds West 128.08 feet; (2) North 36 degrees 41 minutes 32 seconds West 23.80 feet; (3) North 31 degrees 42 minutes 48 seconds East 30.75 feet; (4) North 08 degrees 32 minutes 11 seconds East 28.74 feet; (5) North 18 degrees 43 minutes 15 seconds West 37.84 feet; (6) North 25 degrees 01 minutes 36 seconds West 24.86 feet; (7) North 08 degrees 22 minutes 31 seconds East 33.49 feet; (8) North 38 degrees 16 minutes 53 seconds West 27.86 feet; (9) North 33 degrees 12 minutes 32 seconds West 67.34 feet; (10) North 03 degrees 57 minutes 51 seconds East 24.16 feet; (11) South 66 degrees 03 minutes 16 seconds East 22.47 feet; (12) North 03 degrees 44 minutes 06 seconds East 58.53 feet; (13) North 09 degrees 24 minutes 16 seconds West 44.42 feet; (14) North 14 degrees 25 minutes 21 second West 21.07 feet; (15) North 17 degrees 58 minutes 39 seconds West 29.67 feet; (16) North 29 degrees 52 minutes 55 seconds West 111.35 feet; (17) North 06 degrees 16 minutes 19 seconds West 26.85 feet; (18) North 30 degrees 19 minutes 34 seconds West 38.47 feet; (19) North 10 degrees 31 minutes 54 seconds West 36.47 feet; (20) North 17 degrees 21 minutes 08 seconds West 29.00 feet; (21) North 06 degrees 51 minutes 50 seconds West 70.09 feet; (22) North 10 degrees 07 minutes 59 seconds West 46.93 feet; (23) North 01 degrees 58 minutes 21 seconds West 31.08 feet; (24) North 04 degrees 34 minutes 08 seconds East 80.82 feet; (25) North 07 degrees 11 minutes 40 seconds East 86.61 feet; (26) North 02 degrees 41 minutes 10 seconds East 54.01 feet; (27) North 34 degrees 10 minutes 23 seconds East 59.11 feet; (28) North 06 degrees 56 minutes 26 seconds East 59.91 feet; (29) North 57 degrees 01 minutes 51 seconds East 91.88 feet to a point; thence North 19 degrees 16 minutes 23 seconds East 103.49 feet to an iron pin on the common line of the Lineberger Estate Property the following two (2) courses and distances and crossing a 68 foot Duke Power Company transmission line right of way; (1) North 75 degrees 47 minutes 40 seconds West 482.0 feet to a concrete monument; (2) South 21 degrees 44 minutes 13 seconds West 125.88 feet to an established iron pin, corner of the property of Neal F. Crawford, Jr. as described in that deed recorded in the Gaston County Registry in Book 1112 at Page 865; thence with the common line of Neal F. Crawford, Jr., South 70 degree 25 minutes 15 seconds East 100.0 feet to an iron pin; thence with the common line of the property of Crawford and with the common line of the property belonging to Ida Crawford as described in those deeds recorded in the Gaston County Registry in Book 646 at Page 275 and Book 276 at Page 56, South 20 degrees 09 minutes 15 seconds West 645.14 feet to an established iron pin, said established iron pin is the common corner of the property of Tony G. Henderson and wife as described in that deed recorded in the Gaston County Registry in Book 1938 at Page 153 and Gail Rogers Hall as described in that deed recorded in the Gaston County Registry in Book 2106 at Page 377; thence with the common line of Hall and following two courses and distances: (1) South 57 degrees 48 minutes 56 seconds East 222.51 feet to an established iron pin; (2) South 28 degrees 29 minutes 06 seconds West 113.24 feet to a railroad spike situated within the bounds of East Drive, an 18 foot street, said established

iron pin is also a corner of the property of John Melvin Caldwell as described in that deed recorded in the Gaston County Registry in Book 1909 at Page 369; thence with the common line of the property of Caldwell, South 60 degrees 27 minutes 31 seconds East 114.88 feet to an established iron pin; thence continuing with the common line of Caldwell and with the common line of the property of Gail Rogers Hall as described in that deed recorded in Book 2106 at Page 377, South 10 degrees 28 minutes 50 seconds West 255.45 feet to an established iron pin, corner of Caldwell; thence with the common line of Caldwell, South 20 degrees 18 minutes 49 seconds West 76.40 feet to an established iron pin on the Lineberger Estate Property; thence with the Lineberger Estate Property the following two courses and distances to the point of BEGINNING: (1) South 01 degrees 29 minutes 59 seconds East 199.71 feet to an established iron pin; (2) North 81 degrees 55 minutes 10 seconds East 505.49 feet to the point of BEGINNING, containing 14.3264 acres.

Additional Future Parcels to Comprise the Property

Pin #	Owner
3566700607	Duke Energy
3565979625	Mitchem, Rebecca
3565898227	Graham Rosaland
3565898109	Crawford, Donald
3565990446	Crawford, Dorothy
3565980911, 3565889792, 3565980628, 3565980731, 3565889740	Hall, Gail
3565888961	Henderson, Patricia

3565888740	Pendelton, James
3565980663	Caldwell, Angela