

Rutherford County Airport Authority
Parcel Tax Pin: 1644058

OFFER TO PURCHASE AND CONTRACT

The Rutherford County Airport Authority, as Buyer, hereby offers to purchase and Julius Ray Owens and wife, Wanda D. Owens, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the Property), upon the following terms and conditions:

1. REAL PROPERTY: Located in the City of Rutherfordton, County of Rutherford, State of North Carolina, being known as and more particularly described as: Street Address: 154 Goshen Road, Rutherfordton, North Carolina Zip 28139
Legal Description: Approximately 10 acres and residence located thereon; Parcel Tax Pin 1644058
(All of the property in Deed Reference: Book 360, Page No. 469, Rutherford County.)

2. FIXTURES: The following items, if any, are included in the purchase price free of liens: any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, wall and/or door mirrors, and any other items attached or affixed to the Property, EXCEPT the following items:

3. PURCHASE PRICE: The purchase price is \$300,000.00 and shall be paid as follows:

(a) \$500.00, EARNEST MONEY DEPOSIT with this offer by bank check to be deposited and held in escrow by Elizabeth T. Miller, Attorney at Law ("Escrow Agent") until the sale is closed, at which time it will be credited to Buyer, or until this contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) any of the conditions hereto are not satisfied, then all earnest monies shall be refunded to Buyer. In the event of breach of this contract by Seller, all earnest monies shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this contract by Buyer, then all earnest monies shall be forfeited to Seller upon Seller's request, but such forfeiture shall not affect any other remedies available to Seller for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of earnest money held in escrow by a broker, the broker is required by state law to retain said earnest money in the broker's trust or escrow account until a written release from the parties consenting to its disposition has been obtained or until disbursement is ordered by a court of competent jurisdiction.

(b) \$299,500.00 BALANCE of the purchase price in cash at Closing.

4. CONDITIONS.

- (a) There must be no restriction, easement, zoning or other governmental regulation that would prevent the use of the property as an airport.
- (c) The Property must be in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
- (d) All deeds of trust, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Closing such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.
- (e) Title must be delivered at Closing by GENERAL WARRANTY DEED unless otherwise stated herein, and must be fee simple marketable and insurable title, free of all encumbrances except: ad valorem taxes for the current year (prorated through the date of Closing); utility easements and unviolated restrictive covenants that do not materially affect the value of the Property; and such other encumbrances as may be assumed or specifically approved by Buyer. The Property must have legal access to a public right of way.

5. SPECIAL ASSESSMENTS: Seller warrants that there are no pending or confirmed governmental special assessments for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments.

6. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of Closing; (c) All late listing penalties, if any, shall be paid by Seller; (d) Rents, if any, for the Property shall be prorated through the date of Closing.

7. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to title search, title insurance, recording the deed, for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing, for preparation of a deed and all other documents necessary to perform Seller's obligations under this agreement, and for excise tax (revenue stamps) required by law.

8. EVIDENCE OF TITLE: Seller agrees to use his best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date of this contract, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.

9. LABOR AND MATERIAL: Seller shall furnish at Closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished to the Property within 120 days prior to the date of Closing have been paid for and agreeing to indemnify Buyer against all loss from any cause or claim arising therefrom.

10. PROPERTY INSPECTION, APPRAISAL, INVESTIGATION. CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

11. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

12. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before June 30, 2013, at a place designated by Buyer. TIME IS OF THE ESSENCE. The deed is to be made to the Rutherford County Airport Authority.

13. POSSESSION: The Buyer must vacate the premises on or before ninety (90) days post Closing.

14. OTHER PROVISIONS AND CONDITIONS: This Offer to Purchase and Contract is contingent upon approval by the Rutherford County Airport Authority Board. This Offer to Purchase and Contract is contingent upon approval by the North Carolina Division of Aviation and acknowledgement by the North Carolina Division of Aviation that the purchase price is an expenditure which is eligible for reimbursement with grant funding. The obligation of the Buyer to purchase the real property is specifically contingent upon closing occurring on or before June 30, 2013. If closing does not occur on or before June 30, 2013, for any reason, then the Buyer may terminate this contract, receive a refund of its earnest money deposit and have no further legal obligation to the Seller with regard to this contract.

15. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this contract by written notice delivered to Seller or Seller's agent and all deposits shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this contract, Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased.

16. ASSIGNMENTS: This contract may not be assigned without the written consent of all parties, but if assigned by agreement, then this contract shall be binding on the assignee and his heirs and successors.

17. PARTIES: This contract shall be binding upon and shall inure to the benefit of the parties, i.e., Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

20. **NOTICE AND EXECUTION:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. This offer shall become a binding contract (the "Effective Date") when signed by both Buyer and Seller and such signing is communicated to the offering party. This contract is executed under seal in signed multiple originals, all of which together constitute one and the same instrument, with a signed original being retained by each party and each REALTOR® or broker hereto, and the parties adopt the word "SEAL" beside their signatures below.

Date: 6-25-2013

Buyer: *John Robert Howard* (SEAL)
John Robert Howard, Chair
Rutherford County Airport Authority

Date: June 18, 2013

Seller: *Julius Ray Owens* (SEAL)
Julius Ray Owens

Date: 6-18-13

Seller: *Wanda D Owens* (SEAL)
Wanda D. Owens

Escrow Agent acknowledges receipt of the earnest money and agrees to hold and disburse the same in accordance with the terms hereof.

Date: 6-25-2013

Firm: *Elizabeth T. Miller, Atty at Law*

By: *Elizabeth T. Miller*
(Signature)

From: Jimmy Luther
To: Crystal Freeburg
Subject: FW: Rutherford County Grants - Airport
Date: Monday, July 01, 2013 9:42:50 AM

FYI

James A. Luther

W.K. Dickson

Senior Project Manager
616 Colonnade Drive
Charlotte, N.C. 28205
704.334.5348 Office X-127
704.560.3167 Cell

From: Viventi, Dion J [mailto:djvivent@ncdot.gov]
Sent: Monday, April 22, 2013 1:24 PM
To: Paula Roach; Carl.Classen@rutherfordcountync.gov; Bob Howard (Bob.Howard@rutherfordcountync.gov)
Cc: Jimmy Luther; Crystal Freeburg; Raeann Turner; Walston, Bobby L; Seigler, Nancy C
Subject: RE: Rutherford County Grants - Airport

Paula,

We have received the documentation from the County and Airport Authority for both the RW 19 RPZ Land Acquisition (36237.20.13.1) and East Terminal Expansion acquisition (36244.28.7.1). Bobby Walston and I reviewed and discussed the submittals regarding Appraisals, Administrative expenses, negotiations, estimated costs & fees and approve of the proposed Grant applications.

I have reviewed and approved the Certification of Local Funds, Request for Aid, and Projected Budgets for both Grants.

Please move forward with completing the negotiations, forward us copies of the invoices for Appraisals, Surveys and other professional services and ultimate acquisitions as discussed.

Listed Below for your reference is a copy of our checklist with all necessary elements to be completed and submitted in order to receive full reimbursement.

If you have any questions please feel free to call

DJV

Land Clearly delineated on Airport Property Map
Proposed Parcels identified on ALP
NEPA requirements met and verified
Copy of Property Survey and Plats for acquisition
Title search completed, Ownership and Encumbrances confirmed

Copy of Appraisal and Review Appraisal
Environmental Site Assessment completed if applicable
Documentation of the Completed Environmental Due Diligence Audit
Relocation Plan completed and notice of relocation eligibility provided if applicable
Copy of Written Offer of just Compensation
Copy of Negotiation documentation
Copy of Purchase Agreement, Closing Statement & Title Conveyance
Condemnation and Court Award documentation if applicable
Property Cleared for project use
Copy of updated Exhibit A Property Map with Land Acquisition Cost Breakdown sheet
NCDOT Review of Property Acquisition Documents Completed

From: Vienti, Dion J
Sent: Monday, April 08, 2013 4:15 PM
To: 'Paula Roach'; Seigler, Nancy C
Cc: James Luther (jluther@wkdickson.com); Crystal Freeburg; Raeann Turner
Subject: RE: Rutherford County Grants - Airport

Paula,

I have the grant paperwork in my office waiting on some additional information

I spoke with James and he told me that it is forthcoming

Called Carl today to discuss but he was in a meeting so I left a message

I'll be here till 6 today if he wants to call back

DJV

From: Paula Roach [<mailto:Paula.Roach@rutherfordcountync.gov>]
Sent: Monday, April 08, 2013 2:41 PM
To: Seigler, Nancy C
Cc: Vienti, Dion J; James Luther (jluther@wkdickson.com); Crystal Freeburg; Raeann Turner
Subject: Rutherford County Grants - Airport

Nancy

Do you know the status of the Rutherford Grant workbooks and grant agreements for 36244.28.7.1 and 36237.20.13.1?

James had to send Dion a few documents a few weeks ago and just making sure you didn't need anything else to proceed.

Thanks,

Paula Roach

Finance Director
Rutherford County, NC
828.287.6348
828.287.6210 fax

Pursuant to North Carolina General Statutes, Chapter 132, et. seq., this electronic mail message and any attachment hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to requests for review.

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

Crystal Freeburg

From: Jimmy Luther
Sent: Monday, July 01, 2013 9:43 AM
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Subject: FW: Rutherford County Grants - Airport

FYI

James A. Luther
W.K. Dickson
Senior Project Manager
616 Colonnade Drive
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704.334.5348 Office X-127
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 Finance Director
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Rutherford County Airport Authority

Bob Howard, *Chair*
Keith Hunter, *Vice Chairman*

Members
Rob Bole
Bob Ralph
Jamie Lou Padgett

April 09, 2013

Mr. Dion Viventi, PE
NC Department of Transportation Division of Aviation
1560 Mail Service Center
Raleigh, NC 27699-1560

Re: Rutherford County Airport, Marchman Field

Dear Mr. Viventi:

The Rutherford Airport Authority is currently negotiating for the purchase of the real property owned by Julius R. Owens, and wife, Wanda D. Owens, 154 Goshen Road, Rutherfordton, NC 28139, which lies north of Runway 19. As you are aware the need to purchase this property has been in discussion numerous times over the past several years. There are numerous trees located on the property that have been identified as obstructions to the current and proposed approach surfaces to Runway 19. The FAA has developed improved approach minimums but cannot implement them because of the obstructions which exist on the Owens property. The purchase of the property by the Airport Authority will allow the Airport Authority to eliminate the obstruction issue.

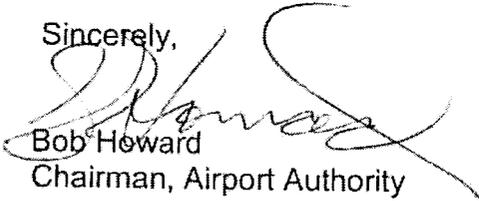
Without the purchase of this property the Authority may be forced to relocate the Runway 19 threshold approximately 650 feet south as a means of mitigating the obstructions. There are negative aspects to this option. The Airport Authority has been advised by WK Dickson, that the anticipated cost to implement the relocation including markings, lighting and NAVAID repositioning is +/- \$121,000.00. In addition, the airport will lose valuable runway length. Relocation of the runway threshold would have a significant long term negative impact to our airport by eliminating the use by some aircraft thus reducing potential vital revenue sources. In addition, the trees will remain and continue to grow to probable future obstruction heights.

Pursuant to Department of Aviation, guidelines, the Airport Authority made a fair market value offer based on appraisals for the fee simple purchase of the property in the amount of \$168,500.00 and received a counteroffer of \$300,000 from Mr. and Mrs. Owens. Subsequently, the Airport Authority submitted a counteroffer in the amount of \$225,000.00 and it too was declined. Recognizing that we are at an impasse with the

negotiations and considering the expense and potential negative impacts of relocating the runway threshold as described above, the Airport Authority has determined that it is in the best interest of the airport to continue to negotiate with Mr. and Mrs. Owens to be able to purchase this real property. Therefore the Authority intends to continue negotiations up to a maximum of \$300,000.00. The Authority hereby requests that you confirm in writing that in the event that the purchase price of \$300,000.00 is agreed upon that the Department of Aviation will reimburse Rutherford County for the eligible associated costs. In addition, please confirm that the Department of Aviation has placed a priority on the obstruction removal for the Rutherford Airport and that additional grant funding will not be made available for other projects until this issue has been resolved, including funding for the current water line construction project along Airport Road from Oscar Justice Road. We are anxious to have this issue behind us so that we may focus on planned improvements and needs.

The Authority and the County wish to thank the DOA for your continued support and partnering initiatives, we look forward to working together for the further development of our airport.

Sincerely,



Bob Howard
Chairman, Airport Authority

cc: Carl Classen, Rutherford County Manager
Paula Roach, Rutherford County Finance Dept.

A. Settlement Statement

**U.S. Department of Housing
and Urban Development**

OMB No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unis.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower Rutherford Airport Authority 622 Airport Road Rutherfordton, NC 28139	E. Name and Address of Seller Julius Ray Owens Wanda D. Owens 154 Goshen Rd. Rutherfordton, NC 28139	F. Name and Address of Lender N/A
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G. Property Location 118/154 Goshen Road Rutherfordton, NC 28139 Deed Book 360, Page 469 PIN: 16-44058	H. Settlement Agent Elizabeth T. Miller Place of Settlement Offices of Elizabeth T. Miller, Attorney at Law	Settlement Date 6/30/2013
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J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	300,000.00	401. Contract sales price	300,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	2,307.75	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
120. GROSS AMOUNT DUE FROM BORROWER	302,307.75	420. GROSS AMOUNT DUE TO SELLER	300,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money-ETM	500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	**
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff to BB&T as of 6/28/13	7,608.30
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 1/01/2013 to 06/28/2013	482.91	511. County taxes 1/01/2013 to 06/28/2013	482.91
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
220. TOTAL PAID BY/FOR BORROWER	982.91	520. TOTAL REDUCTION AMOUNT DUE TO SELLER	8,091.21
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)	302,307.75	601. Gross amount due to seller (line 420)	300,000.00
302. Less amounts paid by/for borrower (line 220)	982.91	602. Less reductions in amount due seller (line 520)	8,091.21
303. CASH (X) FROM ([] TO) BORROWER	\$301,324.84	603. CASH (X) TO ([] FROM) SELLER	\$291,908.7

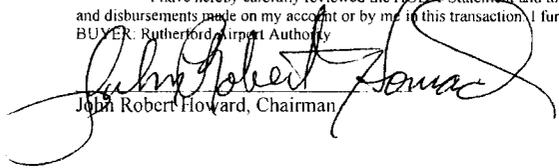
WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.
*2013 taxes are prorated based on 2012 tax rates. The Buyer is given credit for the Seller's portion and the Buyer will be responsible for the 2013 taxes.

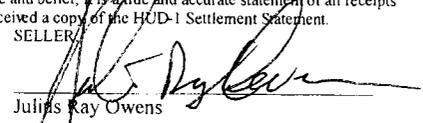
**Pursuant to Offer to Purchase and Contract, Buyer is to pay deed preparation and revenue stamps of Seller.

L. SETTLEMENT CHARGES	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$		
@		
Division of commission (line 700) as follows:		
701. \$		
702. \$		
703. Commission paid at Settlement		
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN		
801. Loan origination fee % to		
802. Loan discount %		
803. Appraisal fee to		
804. Credit report to		
805. Lender's Inspection Fee to		
806. Mortgage Insurance Application Fee to		
807. Assumption Fee to		
811. Tax Service Fee to		
812. Flood Cert Fee to.		
813.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901. Interest from to @ /days		
902. Mortgage Insurance Premium for months to		
903. Hazard Insurance Premium balance for year		
904.		
1000. RESERVES DEPOSITED WITH LENDER		
1001. Hazard Insurance months @\$ per month		
1002. Mortgage Insurance months @\$ per month		
1003. City property taxes months @\$ per month		
1004. County property taxes months @\$ per month		
1005. Annual assessments months @\$ per month		
1006. months @\$ per month		
1007. months @\$ per month		
1008. Aggregate Escrow Adjustment		
1100. TITLE CHARGES		
1101. Settlement or closing fee to		
1102. Abstract of title search to		
1103. Title examination to St. John Title Co., LLC (\$495.75)		POC
1104. Title insurance binder to		
1105. Document preparation to Robert W. Wolf		**125.00 **
1106. Notary fees to		
1107. Attorney's fees to Elizabeth T. Miller (\$500.00 + \$495.75 title search POC)		995.75
(includes above items Numbers:)		
1108. Title insurance to Fidelity National Title Ins.		540.00
(includes above items Numbers:)		
1109. Lender's coverage \$		
1110. Owner's coverage \$300,000.00		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed \$26.00; Mortgage \$;		26.00
1202. City/county tax/stamps: Deed \$ 600.00 ; Mortgage \$		**600.00 **
1203. State tax/stamps: Deed \$; Mortgage \$		
1204. Recording mylar		21.00
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest inspection to		
1303.		
1400. TOTAL SETTLEMENT CHARGES (enter on line 103, Section J and line 502, Section K)		\$2,307.75 \$**

CERTIFICATION

I have hereby carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, this is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

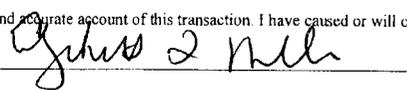
BUYER, Rutherford County Authority

 John Robert Howard, Chairman

SELLER

 Julius Ray Owens

 Wanda D. Owens

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Date: June 28, 2013

Settlement Agent 



Doc ID: 004286240003 Type: CRP
 Recorded: 06/28/2013 at 02:59:56 PM
 Fee Amt: \$626.00 Page 1 of 3
 Revenue Tax: \$600.00
 Instr# 201200012678
 Rutherford County, NC
 Faye H. Huskey Register of Deeds

BK **1066** PG **401-403**

There are no delinquent taxes that are a lien on
 tax parcel(s) 16-44058
 described in this deed which the Rutherford
 County Tax Collector is charged with collecting.
6-28-13 J. Garrett
 Date Tax Collector

This instrument prepared by Robert W. Wolf,
 a licensed North Carolina attorney.
 Delinquent taxes, if any, to be paid by the
 closing attorney to the County Tax Collector
 upon disbursement of closing proceeds.

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: **\$600.00**
TAX PIN 1644058 Verified by Rutherford County on the _____ day of _____, 2013

By: _____

Mail/Box to: _____
 This instrument was prepared by: **Robert W. Wolf, Attorney at Law** *No Title Examination Performed by Preparer*
 Brief description for the Index: **154 Goshen Road, Rutherfordton, NC 28139**

THIS DEED made this 28th day of June, 2013, by and between

GRANTOR

Julius Ray Owens and wife, Wanda D. Owens

154 Goshen Road
 Rutherfordton, NC 28139

GRANTEE

**Rutherford Airport Authority a/k/a
 Rutherford County Airport Authority**

c/o Elizabeth T. Miller
 P.O. Box 800
 Rutherfordton, NC 28139

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.
 The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple all that certain lot or parcel of land situated in **Gilkey Township, Rutherford County, North Carolina**, and being more particularly described as follows:

See attached Exhibit A for property description.

The property described in this deed does does not contain the primary residence of the Grantors.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 360, Page 469, Rutherford County Registry.

EXHIBIT A

Lying and being in Gilkey Township, Rutherford County, North Carolina, and being that certain 10.74 acre tract as shown on survey by Joel Johnson Land Surveying, Inc., R. Joel Johnson, Registered Land Surveyor, dated May 24, 2013, and recorded in Plat Book 39, Page 25, Rutherford County Registry, reference to which is hereby made for a more completion and accurate description.

(Airport/abs)

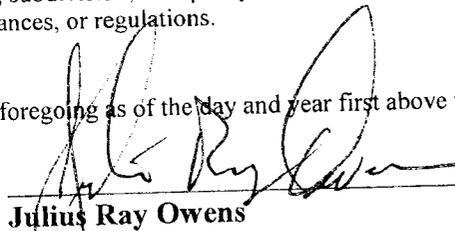
A map showing part of the above described property is recorded in Plat Book , Page , Rutherford County Registry

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Ad valorem taxes for the current year and subsequent years, easements, and restrictions of record, and any local, county, state, or federal laws, ordinances, or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, including existing violations of said laws, ordinances, or regulations.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

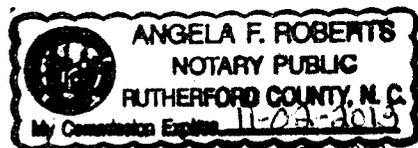
 (SEAL)
Julius Ray Owens

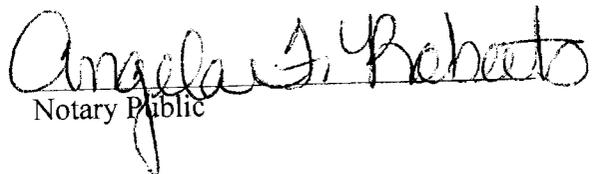
 (SEAL)
Wanda D. Owens

State of North Carolina - County of Rutherford

I, the undersigned Notary Public of the county and state aforesaid, certify that **Julius Ray Owens and Wanda D. Owens** personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and notarial stamp or seal this 28th day of June, 2013.

My Commission Expires:
11-02-2013




Notary Public

NOTES:

- THIS SURVEY IS BASED ON DEED AND EXISTING MONUMENTATION AS SHOWN.
- PARCELS MAY BE SUBJECT TO EASEMENTS, RIGHTS-OF-WAYS, RESERVATIONS AND RESTRICTIONS WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED.
- THE CERTIFICATION SHOWN HEREON IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM FROM ENCUMBRANCES.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY-AT-LAW.
- ALL DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED.
- COPYRIGHT ©, JOEL JOHNSON LAND SURVEYING. ALL RIGHTS RESERVED. REPRODUCTION OR USE OF THE CONTENTS OF THIS DOCUMENT, ADDITIONS OR DELETIONS TO THIS DOCUMENT, IN WHOLE OR IN PART, WITHOUT WRITTEN CONSENT OF THE LAND SURVEYOR IS PROHIBITED. ONLY COPIES FROM THE ORIGINAL OF THIS DOCUMENT, MARKED WITH AN ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR SHALL BE CONSIDERED TO BE VALID TRUE COPIES.
- TRAVELERS ADJUSTED BY COMPASS METHOD TO 1:61,010.
- PROPERTY HAS NOT BEEN INSPECTED FOR WETLANDS OR FLOOD HAZARDS.
- ALL ADJOINING PROPERTY INFORMATION WAS TAKEN FROM CURRENT LAND RECORDS INFORMATION AS OF DATE OF SURVEY BUT IT SHOULD BE NOTED THAT ALL PUBLIC LAND RECORDS INFORMATION MAY NOT BE CURRENT OR UP TO DATE.

STATE OF NORTH CAROLINA
 COUNTY OF RUTHERFORD
 Filed for registration at _____ o'clock _____ M this _____ day of _____, 2013 and recorded in PLAT CAB. _____ of SLIDE _____

REGISTER OF DEEDS

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

REVIEW OFFICER: _____ DATE: _____

REFERENCES:

- Deed of Trust between Julius Roy Owens/Wanda D. Owens and Jon C. Swift/First Union National Bank of North Carolina dated August 15, 1994 and recorded in Deed Book 454, Page 685.
- Unrecorded Plat of Survey for Julius R. Owens and Wanda D. Owens by Nathan Odom, RLS of Professional Surveying Services dated November 10, 1992, being Map # 13362L.

I, R. JOEL JOHNSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION. IN AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (RUTHERFORD CO. BE. 360, PG. 485) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN ON PLAT; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:43,061; THAT THIS PLAT MEETS THE REQUIREMENTS FOR A CLASS C SURVEY; THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET PER SECTION (XIX); THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 24th DAY OF MAY, A.D., 2013.

R. JOEL JOHNSON
 SEAL
 L-3882
 R. JOEL JOHNSON
 MAY 24, 2013
 R. JOEL JOHNSON REGISTRATION NUMBER L-3882

Deed Gap Narrative

There exists a deed gap between Owens (Deed Book 360, Page 469) and Moorefield (Deed Book 620, Page 410) of 0.57 Acres as shown below. Moorefield's deed calls for a stone on the west end and an oak on the east end of his south line. Owens has claimed the deed gap area up to Moorefield's line as evidenced by fencing, two concrete pads, a yard hydrant, a shed and a gravel access road. Also, an unrecorded retracement survey for Owens by Odom (See Reference # 2) claims the deed gap area in favor of Owens up to Moorefield's line. This retracement survey is referenced in a Deed of Trust between Owens and First Union National Bank of North Carolina (See Reference # 1). Additionally, a 1/2" rebar has been set in Moorefield's line, 113.01' from the stone, but no public record can be found that calls for said rebar. The southeast corner of the deed gap area calls for a stone at a dogwood but no evidence of either could be found.

- Hirt -
 Deed Book 819, Page 190
 GPIN 162200591070000

- Moorefield -
 Deed Book 620, Page 410
 GPIN 162200588790000

- Owens, Jonathan -
 Deed Book 393, Page 618
 GPIN 162200583540000

- Owens, Jonathan -
 Deed Book 762, Page 113
 GPIN 162200584130000

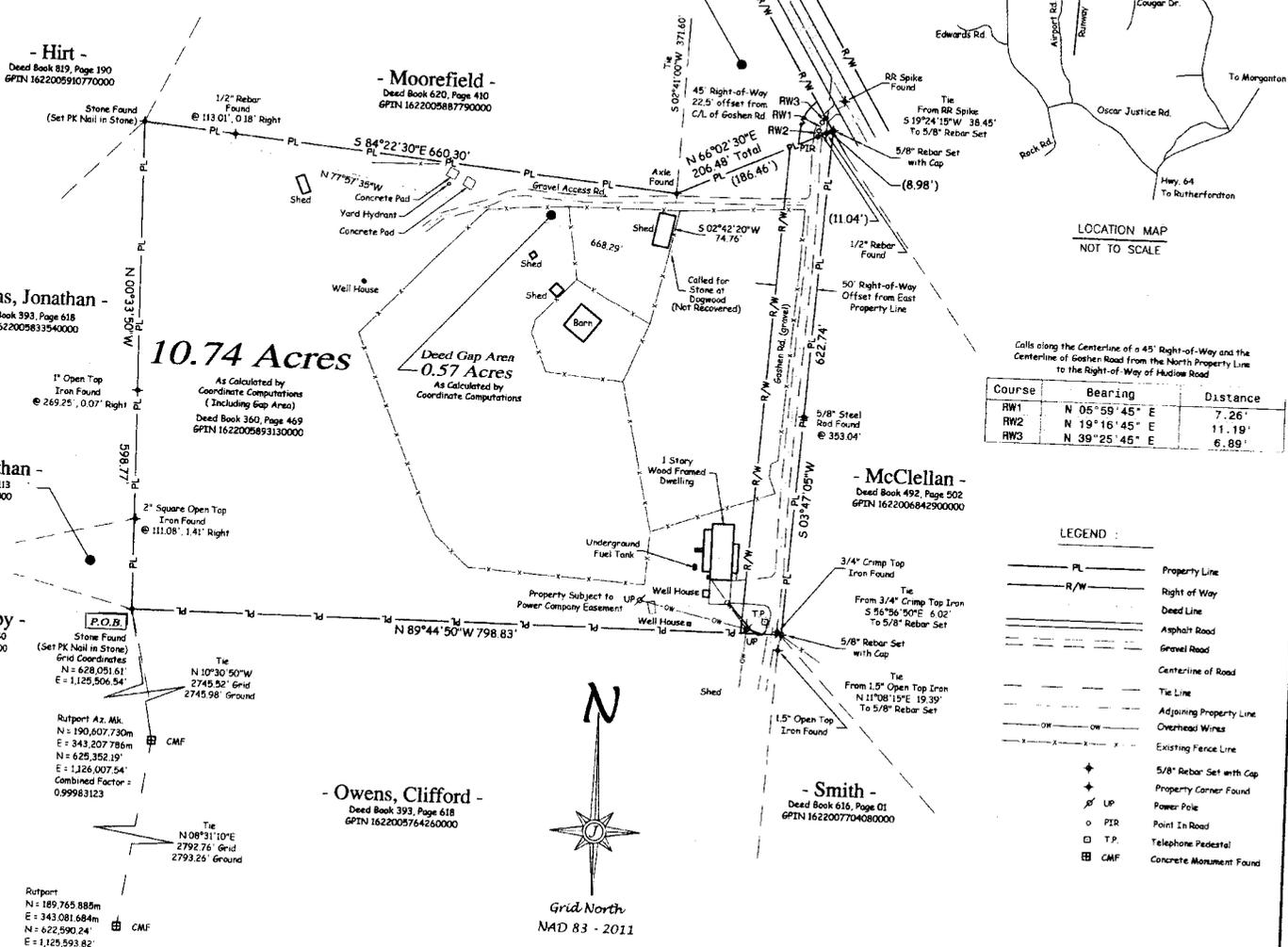
- Owens, Bobby -
 Deed Book 363, Page 240
 GPIN 1622005739850000

- Owens, Clifford -
 Deed Book 393, Page 618
 GPIN 1622005764260000

- Owens, Michael -
 Deed Book 937, Page 33
 GPIN 1622006827430000

- McClellan -
 Deed Book 492, Page 502
 GPIN 162200684290000

- Smith -
 Deed Book 616, Page 01
 GPIN 162200770480000



Hudlow Road
 NCSR 1510
 60' Right of Way

Plat Cab. _____, Slide _____

Project Site

LOCATION MAP
 NOT TO SCALE

COURSE	Bearing	Distance
RW1	N 05°59'45" E	7.26'
RW2	N 19°16'45" E	11.19'
RW3	N 39°25'45" E	6.89'

- LEGEND:**
- PL — Property Line
 - R/W — Right of Way
 - — — — — Deed Line
 - — — — — Asphalt Road
 - — — — — Gravel Road
 - — — — — Centerline of Road
 - — — — — Tie Line
 - - - - - Adjoining Property Line
 - - - - - Overhead Wires
 - - - - - Existing Fence Line
 - ⊕ 5/8" Rebar Set with Cap
 - ⊕ Property Corner Found
 - ⊕ UP Power Pole
 - ⊕ PIR Point In Road
 - ⊕ T.P. Telephone Pedestal
 - ⊕ CMF Concrete Monument Found



Field Crew	Johnson-Robison	Drawing Scale	1" = 100'
Field Book	13-01, 13-02	GPIN	1622005893130000
Data File	13020A1-A4	Title Source	360/469
Draw. File	13-0209	Survey Date	May 2013
Project Number	13-020	Plot Date	May 24, 2013

Prepared By: **Joel Johnson Land Surveying, Inc.**
 Corporate License C - 2436
 701 Old Settlement Road
 Syla, North Carolina 28779
 Tel. 828-586-6488
 Fax 828-631-3792
 Email: jjohnson31@hotmail.com
 joeljohnsonlandsurveying.com

Location: 154 Goshen Road, Rutherfordton, NC 28139, Gilkey Township, Rutherford County, North Carolina
 Showing: 4.1074 Acre Tract
 Current Owner: Julius Roy Owens

Plat of Survey for:
Rutherford County Airport Authority

From: [Crystal Freeburg](#)
To: djiventi@ncdot.gov; nseigler@ncdot.gov
Cc: [Jimmy Luther](#)
Subject: Rutherford Airport - Owens Property Acquisition
Date: Monday, July 01, 2013 3:38:25 PM

Dion & Nancy,

The property acquisition documents for the 10.74 acre Owens Property are available for download with this email. Reimbursement requests for this property will be from grant 36237.20.13.1.

The following documents are attached:
Executed closing documents - HUD
Executed deed
Appraisal and Review Appraisal
Updated ALP
Updated Exhibit A Map
Plat Survey
Transaction Screen Process (TSP) - (in two parts)
NCDOA approval email

I will mail hard copies of the above documents except for the appraisal/review appraisal and TSP.

Please let me know if you need any additional information.

Thanks,

Crystal Freeburg

Files attached to this message

Filename	Size
2013-07-01_Rutherford ALP.pdf	2 MB
2013-07-01_Rutherford Exhibit A.pdf	543 KB
APPROVED Review Appraisal and Appraisal for Julius Owens.pdf	17 MB
FW Rutherford County Grants - Airport.msg	71 KB
Owens-Executed HUD.pdf	1 MB
Owens-recorded deed.pdf	672 KB
Plat Survey Owens property 10.74 acres.pdf	619 KB

Transaction Screen Process-Owens Part 1.pdf	22 MB
Transaction Screen Process-Owens Part 2.pdf	48 MB

Please click on the following link to download the attachments:
<https://transfer.wkdickson.com/message/VP9K0ytjYx3Iv2BJg42X20>

The attachments are available until: **Wednesday, 31 July.**

Message ID: VP9K0yt

Secure File Transfer — Secure Filetransfer Appliance: <https://transfer.wkdickson.com/>