



MOORE COUNTY AIRPORT AUTHORITY MEETING AGENDA

TUESDAY, JULY 10TH, 2018

PUBLIC MEETING BEGINS AT 10:00 A.M.

(TO ATTEND ELECTRONICALLY: CONTACT AIRPORT ADMINISTRATIVE ASSISTANT FOR INSTRUCTIONS)

CLOSED SESSION (IF ANY) BEGINS AT 9:30 A.M.

CALL TO ORDER

A. OPEN SESSION

B. CLOSED SESSION

(None)

C. PLEDGE OF ALLEGIANCE

D. ADDITIONAL AGENDA ITEMS (IF ANY):

1. _____
2. _____

E. CONFLICT OF INTEREST INQUIRY

F. APPROVAL OF AGENDA

G. APPROVAL OF PREVIOUS MEETING MINUTES

1. Moore County Airport Authority Meeting **Minutes, June 12th, 2018.**

H. PUBLIC COMMENTS – (See back page for Procedures)

I. PRESENTATIONS/GUEST SPEAKERS

1. Talbert & Bright – Formal request to accept/award construction contract for the Airfield Storm Drain & Pipeline Rehabilitation Project.

J. PUBLIC HEARING

(None)

K. REPORT INQUIRIES (IF ANY)

1. Manager's Report
2. **Financial Summary**
3. **Operation's Report**

L. UNFINISHED BUSINESS

1. Sandhills Community College Pilot Program Update/Scholarship Discussion.
2. Consider request to remove provision of the 2006 Harris Teeter Shopping Center **Deed of Easement.**

M. NEW BUSINESS

1. Discuss AOPA Fly-In potential for 2020.

N. ADDITIONAL AGENDA ITEMS ADDRESSED (IF ANY):

1. _____
2. _____

O. ANNOUNCEMENTS/COMMENTS

1. Announce the Moore County Airport Authority meeting will be held at 10:00 a.m. in the Moore County Airport Terminal Conference Room on Tuesday, August 14th, 2018.

P. ADJOURNMENT

PROCEDURES FOR PUBLIC COMMENTS
MOORE COUNTY AIRPORT AUTHORITY

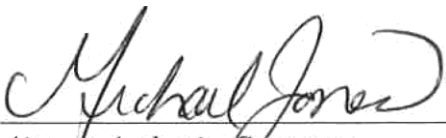
The Moore County Airport Authority is committed to allowing members of the public an opportunity to offer comments and suggestions. All comments and suggestions addressed to the Authority during the Public Comment Period shall be subject to the following procedures:

- 1. The comment period will be limited to items not listed on the current Agenda. Comments related to any current agenda items will be heard at such time the Authority addresses the agenda item during the meeting and prior to any formal vote being held by the Authority.*
- 2. Any individual that wishes to speak will have five (5) minutes to make his/her remarks. Speakers are asked to state their identity for record before beginning remarks.*
- 3. The Authority reserves the right to respond to public comments, but is not required.*
- 4. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.*
- 5. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with staff*
- 6. Speakers shall not discuss any of the following:*
 - a. Matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Board;*
 - b. Political Issues;*
 - c. Closed Session matters.*

Adopted, this the 8th day of November, 2016



Airport Authority Chairman



Airport Authority Secretary



Moore County Airport Authority
Tuesday, June 12th, 2018
Public Meeting – 10:00 a.m.
Minutes

The Moore County Airport Authority Meeting began at 10:00 a.m. on June 12th, 2018 in the Moore County Airport Terminal Conference Room.

Authority Members Present: Barry Lerman, Vice Chairman
Mike Jones, Secretary/Treasurer
Pat Corso, Member
Bob Zschoche, Member

Authority Members Absent: Tom McPherson, Chairman

Authority Members Present Participating Electronically: (None)

Staff Present: Ron Maness, Airport Manager
Bobbie Cox, Operations Director
Crystal Meyers, Administrative Assistant
Jane Long, Finance Administrator
Gale Vencill, Financial Assistant

Others Present: Otis Ritter, Moore County Commissioner
Amy McLane, Talbert & Bright, Inc.
Peter Stilwell, Tarheel Communications
Andrew Stilwell, Tarheel Communications
David Droschek
Phil Greene, Total Flight Solutions
Bob Deen, Total Flight Solutions
Jack Stevens
Jim Epting
Charles Mirman
Robert Kroll
Ted Owen
Phillip Thompson
David King
Mark Craig

CALLED TO ORDER

A. Opened Session

1. Airport Authority Vice Chairman, Barry Lerman, opened public session.

B. Closed Session

(None)

C. Pledge of Allegiance was led by Vice Chairman, Barry Lerman.

D. Additional Agenda Items

(None)

E. Conflict of Interest Inquiry was made by Vice Chairman, Barry Lerman.

(None)

F. Approval of Agenda Presented

1. Authority members reviewed the proposed meeting Agenda.
 - By consensus, the four Authority Members present approved the Agenda as presented.

G. Approval of Previous Meeting Minutes

1. Moore County Airport Authority Meeting Minutes Presented: May 8th, 2018.
 - Upon motion made by Secretary, Mike Jones, and seconded by member, Pat Corso, the Authority voted 4 to 0 to approve the May 8th, 2018 Moore County Airport Authority Meeting Minutes.

H. Public comments

(None)

NOTE: Vice Chairman, Barry Lerman, took the liberty to hear the Agenda Items out of order. The following minutes are not consecutive with actual meeting.

I. Presentations/Guest Speakers

1. Peter Stilwell, Festival D'Avion, provided an update of the 2018 Event and requested the Authority's approval for April 12th, 2019 weekend to hold the 2019 Festival D'Avion.
 - Upon motion made by member, Pat Corso, and seconded by member, Bob Zschoche, the Authority voted 4 to 0 to approve the 2019 Festival D'Avion, to be held the weekend of April 12th, 2019.
2. Amy, McLane, Talbert & Bright, provided an update on the bid meeting for the Airfield Storm Drain & Pipe Rehabilitation Project and indicated a recommendation for award would be provided at the July 2018 Airport Authority meeting.
3. Base Customer, Phillip (Slim) Thompson, addressed the Authority requesting consideration to provide Aeronautical Services at the Airport.
 - The Authority asked Mr. Thompson to submit a written request, outlining in detail his intended business model for Aeronautical Services, for consideration by the Authority.

J. Public Hearing

(None)

K. Report Inquiries

1. The Authority members reviewed/heard the following reports listed below:

○ Manager's Report:

- Airport Manager, Ron Maness, informed the Authority of an article in The Pilot Newspaper portraying the Airport in a positive light.
- The Boy Scout Troop is in the process of upgrading our viewing area.
- Bids have been solicited to repair the terminal roof leak.
- A visit to NCDOT Division of Aviation with Talbert and Bright was positive. A favorable outcome to move the STI allocations, for 2022 T-Hangar Taxiways, Airfield Service Road & Hangar Parking, and the Expansion and Improvement of Airport Utilities Projects, to an earlier date with 100% funding. Mr. Jared Penny with DOA has recommended to Amy McLean for the Airport to begin scoping the design & environment for those projects. A grant is expected within approximately four months.
- Airport Employee evaluations are underway.
- The Hertz contract has been finalized and the Airport was assigned a Crew Car for our customers.
- The CVB will be bringing several business representatives to the Airport for a Tour on June 27th, 2018 and a presentation will be given by the Airport Manager.
- Mr. Maness relayed positive customer comments received regarding Airport Operations & Staff.

○ Financial Report:

- Finance Administrator, Jane Long, reported a productive year in Fuel Sales, with positive expenditures & investments to improve the facility.

○ Operation's Report:

- Operations Director, Bobbie Cox, provided a summary of Maintenance & Equipment issues, with no major issues to address at this time. The roof repair to the Hangar is complete and the terminal roof repair is in progress.

L. Unfinished Business

1. Continued discussion ensued regarding support for the Sandhills Community College Pilot Program and the options available. Considerations included incentives, discounts, and/or scholarships.

○ Airport Manager, Mr. Maness, provided an overview of the meeting with Total Flight Solutions, Phil Greene and Sandhills Community College, Kent Brannum.

- Flight Training Incentive options for students were discussed.
- The Authority expressed their desire to include High School Students in the promotion of Flight Training.
- Member, Pat Corso, recommended meeting with the Moore County Schools to begin a promotional campaign to High School Students. Mr. Corso also indicated the potential with the SCC Advanced Career Center & STEM as avenues to reach young students.
- The suggestion to form a committee to begin a campaign to move forward with making the connections with the aforementioned

organizations was proposed. By consensus, the Authority agreed to put the suggestion on the July Agenda to formalize the committee.

2. The Airport Manager's recommendation to utilize Elliott Davis Audit Services for FY 2018/2019 was considered.
 - Upon motion made by member, Bob Zschoche, and seconded by Secretary, Mike Jones, the Authority voted 4 to 0 to accept deny Elliott Davis Audit Services for FY 2018/2019.
3. Formal approval was requested for the MCA Master Plan Work Authorization 17-02.
 - Upon motion made by Secretary, Mike Jones, and seconded by member, Bob Zschoche, the Authority voted 4 to 0 to approve the MCA Master Plan Work Authorization 17-02.

M. New Business

1. A Budget Officer, a Finance Officer, and a Deputy Finance Officers was appointed by the Airport Authority members in attendance as follows:
 - Upon motion by Secretary, Mike Jones, and seconded by member, Bob Zschoche, the Authority appointed Chairman, Tom McPherson, the Moore County Airport Budget Officer.
 - Upon motion by member, Pat Corso, and seconded by member, Bob Zschoche, the Authority appointed Secretary/Treasurer, Mike Jones, the Moore County Airport Finance Officer.
 - Upon motion by member, Pat Corso, and seconded by member, Bob Zschoche, the Authority appointed Finance Administrator, Jane Long, the Moore County Airport Deputy Finance Officer.
2. A formal request to formally adopt a Resolution Agreement to offer Social Security Coverage to Full Time Airport Employees was considered.
 - Upon motion made by Secretary, Mike Jones, and seconded by Vice Chairman, Barry Lerman, the Authority voted 4 to 0 to approve the Resolution Agreement to offer Social Security Coverage to Full Time Airport Employees.
3. Discussed AOPA Fly-In potential in 2020.
 - After consideration, the Authority agreed to conduct further research of the event and its requirements to be considered. This item was tabled until the July Authority Meeting for continued discussion. Member, Pat Corso, recommended including the CVB for this event if the Authority agrees to move forward for consideration.

N. Additional Agenda Items
(None)

O. Announcements/Comments

1. The Moore County Airport Authority meeting will be held Tuesday, July 10th, 2018 at 10:00 a.m. in the Terminal Conference Room at the Moore County Airport.

P. Adjournment

1. Vice Chairman, Barry Lerman adjourned Open Session.

Thomas McPherson, Chairman
Moore County Airport Authority

Mike Jones, Secretary
Moore County Airport Authority

Expense and Revenue Comparison

EXPENSES	YEAR TO DATE	
	June 2018	June 2017
Operating Expenses - Administration	42,362.26	(11,869.50)
Operating Expenses - Facility Maintenance	13,742.23	22,339.23
Operating Expenses - Line & Customer Service	134,439.41	113,193.99
Capital Outlay	0.00	(5,453.00)
Grant Match moved to fund 461	0.00	0.00
Total Expenses	190,543.90	118,210.72
REVENUES		
FUEL: JET-A	123,027.17	101,905.88
FUEL: 100LL	32,886.30	31,521.96
HANGAR & FACILITY RENTAL	45,192.67	9,368.02
AIRPORT SERVICES	4,824.70	4,138.90
SHOP KSOP	350.59	0.00
OTHER	2,895.74	(73,900.17)
Total Revenues	209,177.17	73,034.59
NET PROFIT (LOSS)	18,633.27	(45,176.13)

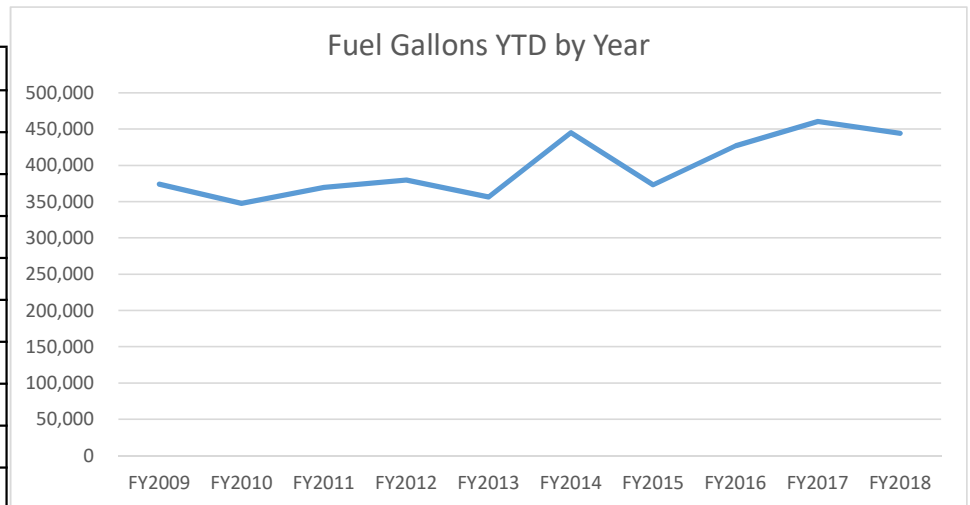
MOORE COUNTY AIRPORT FINANCE MEASURABLES

Jun-18

based on preliminary, not final reports

Fuel Gallons Sold	2018	2017	
100LL Gallons June	7,651	7,316	4.6%
Jet A Gallons June	29,466	27,007	9.1%
Total Gallons June	37,117	34,323	8.1%
100LL Gallons YTD (July - June)	75,409	82,990	-9.1%
Jet Gallons YTD (July - June)	369,104	377,517	-2.2%
Total Gallons YTD (July - June)	444,513	460,507	-3.5%

Historical	
Fuel Gallons Pumped YTD (July - June)	
FY2009	374,394
FY2010	347,611
FY2011	369,702
FY2012	380,153
FY2013	356,705
FY2014	445,228
FY2015	373,431
FY2016	426,962
FY2017	460,507
FY2018	444,513

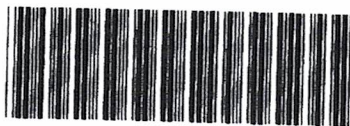


Landings	2018	2017	
Total Landings June	552	612	-9.8%
Total Landings YTD	6,896	6,857	0.6%

July 2018 Operations Report:

1. On May 31st and June 1th Eastern Aviation Fuels changed out the fuel farm and all fuel truck filters. They also performed the annual fuel audit and reviewed all records including training records.
2. On June 8th I placed an order for two Jet-A fuel nozzle conversion kits. These slide over the duck bill nozzles and convert them into round nozzles which fit into helicopters and smaller over the wing aircraft fuel tanks.
3. On June 13th Harpster Security Systems came out and troubleshoot and then silenced the alarm at the fire station.
4. On June 13st Central Security Systems came out and restored three of the cameras that were down.

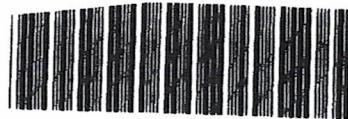
FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
May 09, 2007 02:08:03 PM
Book 3225 Page 406-412
FEE: \$30.00
INSTRUMENT # 2007008741



INSTRUMENT # 2007008741

NORTH CAROLINA
MOORE COUNTY

FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
November 30, 2006 04:45:04 PM
Book 3138 Page 100-103
FEE: \$23.00
INSTRUMENT # 2006023543



INSTRUMENT # 2006023543

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this 20th day of November, 2006, by and between **County of Moore**, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina, (hereafter "Grantor"), and **Pinehurst Area Realty, Inc.** a North Carolina corporation of Pinehurst, North Carolina, (hereafter "Grantee");

WITNESSETH:

THAT WHEREAS, Grantor is the owner of the property including and around the Moore County Airport and particularly the property located east of NC Highway 22; south of the current location of Airport Road (SR 1843) and north of the 10.24 acre parcel owned by the Grantee; and whereas, Grantor has agreed to grant to the Grantee a perpetual non-exclusive right and easement for egress, ingress, and regress including the installation and maintenance of utilities across the lands of Grantor as more particularly described herein (the "Easement").

NOW, THEREFORE, Grantor, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey to Grantee, a perpetual non-exclusive right and easement for egress, ingress and regress including the installation and maintenance of utilities over, under and upon that certain parcel running across the lands of Grantor and more particularly described on Schedule "A" attached here and herein incorporated by reference.

TO HAVE AND TO HOLD the rights and easements hereby granted to the Grantee forever subject to the conditions herein after set forth; it being agreed that the rights and Easement hereby

MyDocs/Forms/EasementAgreement for access

Prepared by: John M. May, Attorney at Law, Pinehurst, NC 28374

Moore County Administration

R/R
May

JP
CW

granted are for the use of, are appurtenant to and run with the property of the Grantee.

And the Grantor covenants that it is seized of the property burdened by the Easement in fee simple and has the right to convey the Easement; that the Easement is free from encumbrances, and that it will warrant the title to the same against the claims of all persons whatsoever, except others using the Easement as ingress, egress and regress.

The Easement herein granted is subject to the following conditions and in the event any one of such conditions is broken by the Grantee or its successors in interest and such condition remains broken or disregarded after thirty (30) days written notice calling attention to such breach of condition shall have been given to the Grantee or its successors in interest, this Easement shall thereupon become null and void and the Grantor or its successors in interest shall have the right immediately to re-enter upon such Easement and to evict the Grantee or its successors in interest and to take and to hold possession of said Easement without let or hindrance (hereinafter the "Right of Reverter"); the conditions to which this Right of Reverter shall apply are as follows:

1. Beginning twelve (12) months after the opening to traffic of the relocated Airport Road (SR 1843), in the event the Easement ceases to be used by the Grantee or its successors in interest for access to Grantee's property from the relocated Airport Road or ceases to be used by the Grantee or its successors in interest for the installation and maintenance of utilities serving the Grantee's property and such non use condition continues to exist for a period of twelve (12) consecutive months, then, in such event, the provisions of the Right of Reverter set forth above shall apply; or
2. In the event the Federal Aviation Administration ("FAA") regulations change and the Easement becomes a violation of the FAA regulations, unless the Grantee or its successors in interest can bring the violation(s) in to compliance with the FAA regulations in the time required by the FAA, or unless the Grantee or its successors in interest can provide mitigation acceptable to the Moore County Airport (hereinafter the "Airport") and the FAA, or unless the Grantee or its successors in interest can obtain a wavier from the FAA without penalty to the Airport, then, in such event, the provisions of the Right of Reverter set forth above shall apply and in addition, the Grantee or its successors in interest shall be responsible for all costs and expenses associated with the termination of the Easement pursuant to the Right of Reverter; provided, however, that it is agreed and understood that if the violation(s) involves lights, signs, landscaping or other above ground objects or

structures, then the Grantee or its successors in interest may at Grantee or its successors in interest's cost avoid the application of the Right of Reverter by bring^{ing} the violation(s) into compliance within ninety (90) days from the date of the notice of violation(s) at no cost to the Grantor, its successors in interest or to the Airport; and, further provided, if the violation(s) involve a violation like the relocation of Airport Road, then the schedule for remedying such violation(s) shall be the same as the schedule for the resolution of the Airport Road violation unless otherwise directed by the FAA.

The designations "Grantor" and "Grantee" as used herein shall include said parties, their respective employees, invitees, tenants, guests, heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this Easement to be executed in their appropriate capacities the day and year first above written.

PINEHURST AREA REALTY, INC.

By: *Alex E. Kramer*
Its: ___ President

COUNTY OF MOORE

David J. Cummings
David J. Cummings,
Chairman, Board of Commissioners



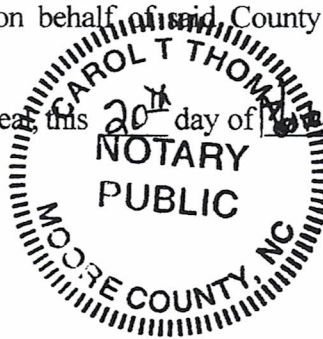
NOTARY'S ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Moore

I, Carol T. Thomas, a Notary Public of the County and State aforesaid, certify that David Cummings, either being personally known to me or proven by satisfactory evidence (said evidence being personally known), personally came before me this day and acknowledged that he is Chairman of the Board of Commissioners of the County of Moore, a political subdivision of the State of North Carolina established and operating pursuant to the laws of the State of North Carolina, and that he, as Chairman of the Moore County Board of Commissioners, being authorized to do so and as the act of the County, voluntarily executed the foregoing on behalf of said County for the purposes stated therein.

Witness my hand and official stamp or seal, this 20th day of November, 2006.
Carol T. Thomas
Notary Public

My Commission Expires: 7/28/07



NOTARY'S ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Moore

I, Joan E. Annis, a Notary Public of the County and State aforesaid, certify that Hebe E. Kramer either being personally known to me or proven by satisfactory evidence (said evidence being _____), personally came before me this day and acknowledged that he/she is the _____ President of Pinehurst Area Realty, Inc., duly organized under the laws of the State of North Carolina, and that he/she, as its President, being authorized to do so, voluntarily executed the foregoing on behalf of said corporation for the purposes stated therein.

Witness my hand and official stamp or seal, this 22nd day of November, 2006.
Joan E. Annis
Notary Public

My Commission Expires: 08/17/2011

MyDocs/Forms/EasementAgreement for access

Prepared by: John M. May, Attorney at Law, Pinehurst, NC 28374



SCHEDULE "A"

That certain easement sixty (60) feet in width for installation of utilities and for ingress, egress and regress to and from the property of Pinehurst Area Realty, Inc. ("PAR" or "GRANTEE") containing 10.24 acres and described in Book 494, Page 250 and Book 436, Page 49 of the Moore County Registry to the southern right of way of the proposed relocated Airport Road (SR 1843) all as shown on a plat entitled "Proposed Roadway and Utility Easement, Moore County to Pinehurst Area Realty, Inc. McNeills Township, Moore County, North Carolina, in or near the Town of Southern Pines" dated September 10-14, 2004 and revised June 29, 2006, drawn from an actual survey by American Surveying & Mapping, reference to which is herewith made and a copy of which is attached hereto as Schedule B and being more particularly described as follows:

BEGINNING at a new iron stake in the southeasterly boundary line of the Moore County 10.24 acre tract condemned from the Pinehurst Area Realty, Inc. property described in Deed Book 494 at Page 250, and Deed Book 436, at Page 49, in the Moore County Registry, said beginning corner being located N46-28-00E 478.62 feet from an existing iron stake in the easterly right of way of the present N.C. Highway 22 (60 foot wide right of way), the southwesterly corner of the aforesaid Moore County 10.24 acres; said beginning corner further described as being located S40-22-31E 491.73 feet, and S34-03-57E 199.26 feet from North Carolina Grid Monument "Runlight", whose grid coordinates are N= 538,847.62 and E= 1,881,069.22 (NAD 1983); running thence from said beginning a new line N34-03-57W 199.26 feet to a new iron stake in the southeasterly line of the proposed relocated Airport Road (80' wide right of way); thence as the southeasterly right of way of the proposed relocated Airport Road, as it curves to the left in a northeasterly direction, having a radius of 3314.04 feet, an arc distance of 60.00 feet (chord = N55-56-03E 60.00 feet to a new iron stake; thence another new line, leaving the proposed relocated Airport Road, S34-03-57E 189.25 feet to a new iron stake in the southeasterly line of the aforesaid Moore County 10.24 acre tract; thence as said line, S46-28-00W 60.83 feet to the beginning, containing 0.267 acres more or less, as computed by the coordinate method, and being a part of the Moore County 10.24 acre tract condemned from the Pinehurst Area Realty, Inc. land described in Deed Book 494 at Page 250, and Deed Book 436, at Page 49, in the Moore County Registry.

TOGETHER WITH, a site easement on each side of the access easement at its connection with the proposed relocated Airport Road each site easement being a triangle 10 feet by 70 feet as shown on the plat above referenced.

4. D. GRIO NORIN
MAD - 83

NOTE:
45 DIFFERENT DOTS ON THIS MAP
ARE NON-LOCAL DOTS OF VARIOUS

2. DEVELOPER AGREES TO MAINTAIN R/W, NEITHER MOORE COUNTY, NOR NORTH CAROLINA DEPARTMENT OF TRANSPORTATION WILL BE RESPONSIBLE.

3. DEVELOPER AGREES TO PAVE THE ROADWAY WITHIN 6 MONTHS OF START OF ROAD DEVELOPMENT. CURRENTLY CURRENT FINESTRA AREA IS READY TO PAVEMENT. IMMEDIATELY SERVED BY THE NEW ROADWAY.

4. DEVELOPER WILL OBTAIN A DRIVER'S PERMIT FROM THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION PRIOR TO ANY ROAD BUILDING ACTIVITIES

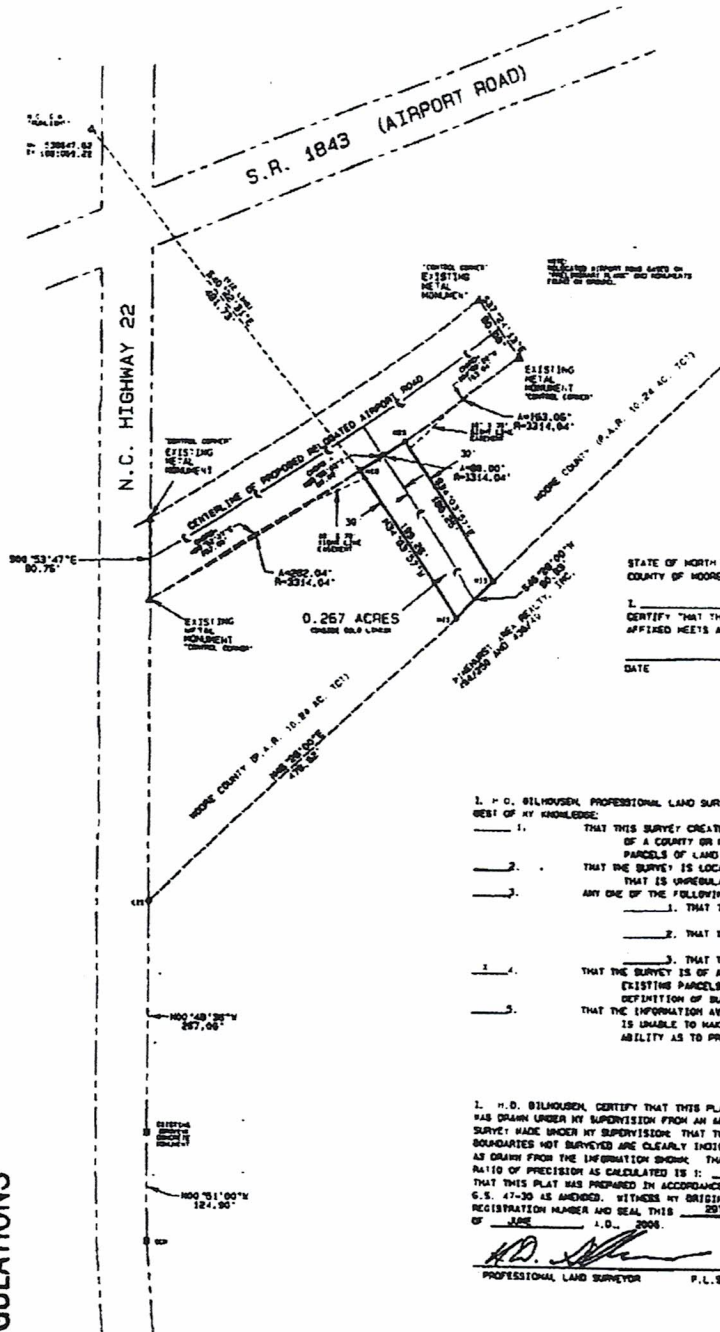
U.S. HIGHWAY 22

MOORE COUNTY
AIRPORT

AIRPORT RD (S.E. 1843)

SITE

LOCATION SKETCH (NOT TO SCALE)



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

DATE _____ REVIEW OFFICER _____

2. I O. BILHOUSEN, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE:

- ____ 1. THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND
- ____ 2. THAT THE SURVEY IS LOCATED IN A PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNPRAVING AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND
- ____ 3. ANY ONE OF THE FOLLOWING
- ____ 1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET;
- ____ 2. THAT THE SURVEY IS OF AN EXISTING BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE, ON
- ____ 3. THAT THE SURVEY IS A CONTROL SURVEY.
- ____ 4. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR AN EXCEPTION TO THE DEFINITION OF SUBDIVISION.
- ____ 5. THAT THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF THE SURVEYOR'S PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (1) THROUGH (4) ABOVE.

2. H.O. BILBOUSEN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM THE INFORMATION SHOWING THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 7,300 THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH C.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE
REGISTRATION NUMBER AND SEAL THIS 20TH DAY OF JUNE A.D. 2008.

H.D. [Signature]
PROFESSIONAL LAND SURVEYOR P.L.S. L-2504



I HEREBY CERTIFY THAT THE DIVISION OF PROPERTY SHOWN AND DESCRIBED HEREON IS EXEMPT FROM THE MOORE COUNTY SUBDIVISION ORDINANCE BY DEFINITION AND/OR BY ORDINANCE.

PROPOSED ROADWAY AND UTILITY EASEMENT

MOORE COUNTY TO PINEHURST AREA REALTY, INC.
MCNEILLS TOWNSHIP, MOORE COUNTY, NORTH CAROLINA
IN OR NEAR THE TOWN OF SOUTHERN PINES
SURVEYED: 9- 10-14, 2004. REVISED: 6- 29, 2006
AMERICAN SURVEYING & MAPPING

Prepared by: John M. May, Attorney
Mail after recording to: John M. May, 120 Applecross Road, Pinehurst, NC 28374

NORTH CAROLINA

OFFER OF DEDICATION

MOORE COUNTY

This Offer of Dedication is made effective the _____ day of _____, 2018, by **MOORE COUNTY AIRPORT AUTHORITY** (the “Authority”) and **MOORE COUNTY** (the “County”).

WITNESSETH:

THAT, WHEREAS, the County owns the land on which the Moore County Airport is located (the “Airport Property”), which Airport Property includes the parcel owned by the County described in Book 697, Page 58, Moore County Registry, having Tax Parcel # 00041672 and shown as “Moore County Parcel” on **Exhibit A**; and,

WHEREAS, the Authority leases the Airport Property from the County; and,

WHEREAS, “Mill Creek Road” means the portion of Mill Creek Road extending from Airport Road to NC Highway 22/Central Drive, and generally shown as “Mill Creek Road” on **Exhibit A**. The portion of Mill Creek Road located on the Airport Property is called the “Moore County Portion” and the portion of Mill Creek Road located on property owned by Mill Creek Partners, LLC (“Mill Creek”) or Mill Creek Partners II, LLC (“Mill Creek II”) is collectively called the “Mill Creek Portion”; and,

WHEREAS, Mill Creek constructed the Moore County Portion of Mill Creek Road in connection with its development of a shopping center located adjacent to the Airport Property for access to the shopping center from Airport Road. Mill Creek and Mill Creek II have agreed to dedicate the Mill Creek Portion of Mill Creek Road to the Town of Southern Pines; and,

WHEREAS, the County and the Authority agree to dedicate the Moore County Portion of Mill Creek Road to the Town of Southern Pines pursuant to this Offer of Dedication.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the County and the Authority hereby irrevocably dedicate the Moore County Portion of Mill Creek Road to the Town of Southern Pines and consent to the dedication by Mill Creek and Mill Creek II of the Mill Creek Portion of Mill Creek Road to the Town of Southern Pines. By this instrument, the County and the Authority dedicate the Moore County Portion of Mill Creek Road to the Town of Southern Pines as public right of way and agree to execute such other documents required to effect the dedication. The exact metes and bounds location of Mill Creek Road can be confirmed by a plat approved by the parties and recorded in the Moore County Registry. This Offer of Dedication shall be binding upon the Authority and the County and their respective successors, assigns and other legal representatives, and shall inure to the benefit of the County, the Authority and the Town of Southern Pines and their respective successors, assigns, and other legal representatives. This Agreement is executed in and shall be governed by the laws of the State of North Carolina. If this Offer of Dedication is signed in counterparts, then all of them together constitute one instrument.

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IN WITNESS WHEREOF, the Moore County Airport Authority has caused the foregoing Offer of Dedication to be executed under seal in legal and binding form effective the day and year first above written.

MOORE COUNTY AIRPORT AUTHORITY (SEAL)

By: _____
Name: _____
Title: _____

NORTH CAROLINA

MOORE COUNTY

I, _____, a Notary Public of said County and State, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of the Moore County Airport Authority, governmental authority created under the laws of the State of North Carolina, and that he/she, as _____, being authorized to do so, executed the foregoing under seal on behalf of the Authority.

Witness my hand and official seal, this the _____ day of _____, 2018.

Notary Public

My commission expires: _____

(SEAL – STAMP)

IN WITNESS WHEREOF, Moore County has caused the foregoing Offer of Dedication to be executed in legal and binding form effective the day and year first above written.

MOORE COUNTY

(SEAL)

By: _____

Name: _____

Title: _____

Attest: _____

Title: _____

NORTH CAROLINA

MOORE COUNTY

I, _____, a Notary Public of said County and State, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of the Moore County Board of Commissioners and that he/she, as _____, being authorized to do so, executed the foregoing under seal on behalf of the County.

Witness my hand and official seal, this the _____ day of _____, 2018.

Notary Public

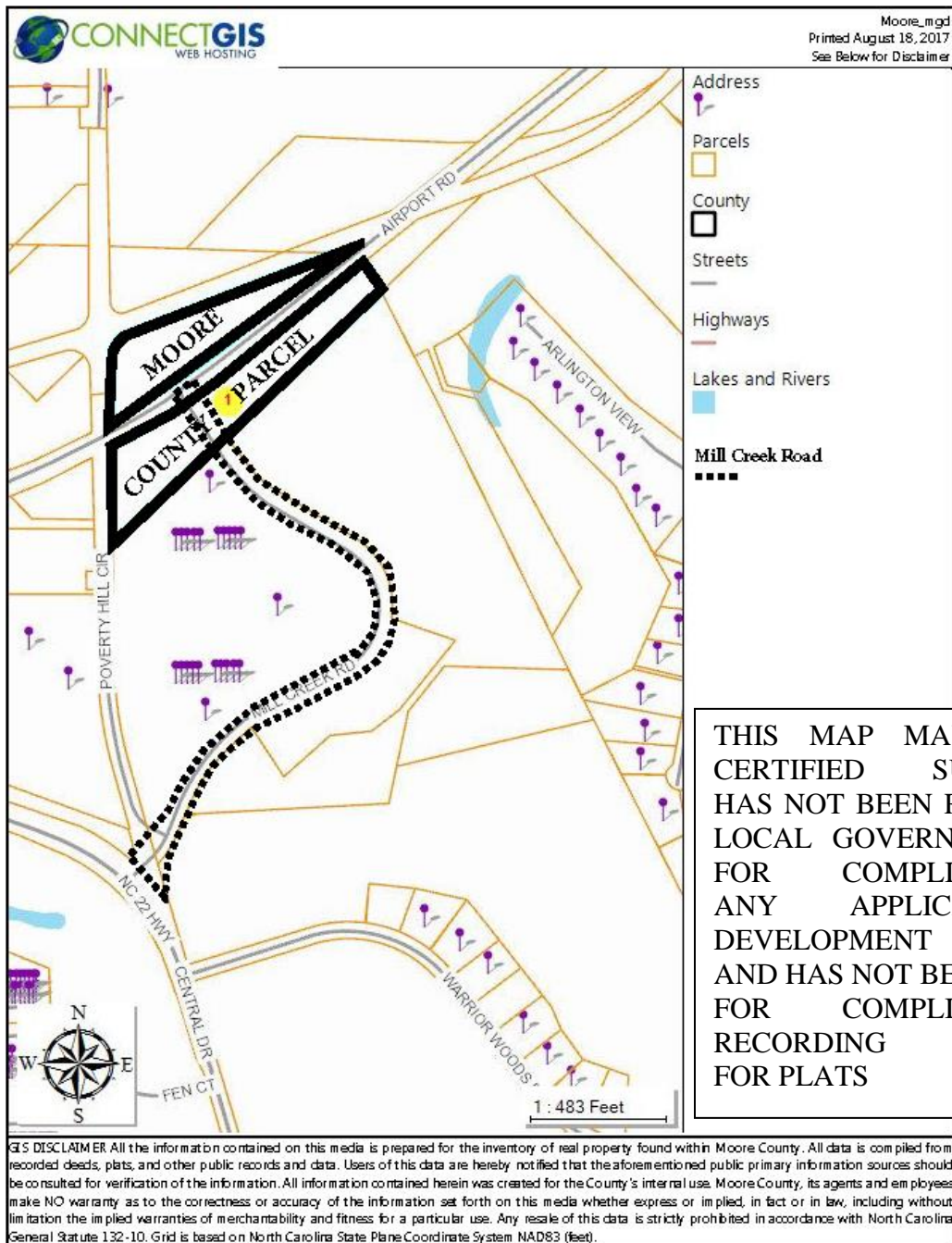
My commission expires: _____

(SEAL – STAMP)

Exhibit A

ConnectGIS Feature Report

http://mooregisweb.moorecountync.gov/ConnectGIS_v6/DownloadFile...



Prepared by: John M. May, Attorney
Mail after recording to: John M. May, 120 Applecross Road, Pinehurst, NC 28374

NORTH CAROLINA

**CONSENT AND SUBORDINATION
AND OFFER OF DEDICATION**

MOORE COUNTY

This Consent and Subordination and Offer of Dedication is made effective the _____ day of _____, 2018, by and among **MOORE COUNTY AIRPORT AUTHORITY** (the "Authority"), **MOORE COUNTY** (the "County"), **MILL CREEK PARTNERS, LLC** ("Mill Creek"), and **MILL CREEK PARTNERS II, LLC** ("Mill Creek II").

WITNESSETH:

THAT, WHEREAS, the County owns the land on which the Moore County Airport is located (the "Airport Property"), which Airport Property includes the parcel owned by the County described in Book 697, Page 58, Moore County Registry, having Tax Parcel # 00041672 and shown as "Moore County Parcel" on **Exhibit A**; and,

WHEREAS, the Authority leases the Airport Property from the County; and,

WHEREAS, pursuant to the terms of that certain Deed of Easement between the County and Pinehurst Area Realty, Inc. ("PAR") dated November 20, 2006 and recorded in Book 3138, Page 100, and re-recorded in Book 3225, Page 406 of the Moore County Registry reference to which is herewith made (the "Easement"), the County granted an easement to PAR for egress, ingress and regress including the installation and maintenance of utilities across a portion of the Airport Property as more particularly described in the Easement; and,

WHEREAS, Mill Creek is the current owner of a portion of the PAR Property pursuant to the deed recorded in Book 3679, Page 438 of the Moore County Registry (the "Mill Creek Property"), and Mill Creek II is the current owner of a portion of the PAR Property pursuant to that deed recorded in Book 3679, Page 435 of the Moore County Registry (the "Mill Creek II Property"). Mill Creek and Mill Creek II are the successors in interest to the rights and obligations of PAR under the terms of the Easement; and,

WHEREAS, the Easement contains certain conditions as set forth therein relating to the right of Mill Creek and Mill Creek II (formerly PAR) to use the Easement, including a Right of Reverter as described in the Easement; and,

WHEREAS, Mill Creek caused a shopping center to be constructed on the Mill Creek Property together with the required vehicular access in, out and through the shopping center which vehicular access consists primarily of Mill Creek Road which was constructed by Mill Creek providing access to the shopping center from NC Highway # 22 and from Airport Road; and,

WHEREAS, "Mill Creek Road" means the portion of Mill Creek Road extending from Airport Road to NC Highway 22/Central Drive, and generally shown as "Mill Creek Road" on **Exhibit A**; and,

WHEREAS, the portion of Mill Creek Road which provides access to and from the shopping center and Airport Road is partially constructed on and over the Easement; and,

WHEREAS, Mill Creek has requested the County and the Authority to consent to Mill Creek's dedication of Mill Creek Road to the Town of Southern Pines and, incident thereto, to subordinate to such dedication the Right of Reverter in the Easement and the conditions set forth in the Easement that could trigger the Right of Reverter, and the County and the Authority have agreed to do so.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars and other good and valuable consideration (\$10.00), the receipt and sufficiency of which are hereby acknowledged, the County and the Authority hereby irrevocably consent to the dedication by Mill Creek of Mill Creek Road to the Town of Southern Pines and subordinate to the dedication the Right of Reverter set forth in the Easement and the conditions set forth in the Easement that could trigger the Right of Reverter, such that the dedication shall be paramount and superior to the Right of Reverter and the conditions set forth in the Easement that could trigger the Right of Reverter; provided, however, the County and the Authority do not subordinate the Right of Reverter to any lien or encumbrance other than the dedication of Mill Creek Road to the Town of Southern Pines. Except as subordinated hereby, the Right of Reverter and the conditions set forth in the Easement that could cause the Right of Reverter to become effective shall remain in full force and effect. By this instrument, the County and the Authority dedicate the portion of Mill Creek Road that is owned by the County to the Town of Southern Pines as public right of way. This Consent and Subordination and Offer of Dedication shall be binding upon and shall inure to the benefit of the County, the Authority, Mill Creek and Mill Creek II and their respective successors, assigns, and other legal representatives. This Agreement is executed in and shall be governed by the laws of the State of North Carolina. If this Consent and Subordination and Offer of Dedication is signed in counterparts, then all of them together constitute one instrument.

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IN WITNESS WHEREOF, Mill Creek Partners, LLC has caused the foregoing Consent and Subordination and Offer of Dedication to be executed under seal in legal and binding form effective the day and year first above written.

MILL CREEK PARTNERS, LLC,
a North Carolina limited liability company (SEAL)

By: _____
Name: _____
Title: _____

NORTH CAROLINA

MOORE COUNTY

I, _____, a Notary Public of said County and State, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of Mill Creek Partners, LLC, a North Carolina limited liability company, and that he/she, as _____, being authorized to do so, executed the foregoing under seal on behalf of the company.

Witness my hand and official seal, this the _____ day of _____, 2018.

Notary Public

My commission expires: _____

(SEAL – STAMP)

IN WITNESS WHEREOF, the Mill Creek Partners II, LLC has caused the foregoing Consent and Subordination and Offer of Dedication to be executed under seal in legal and binding form effective the day and year first above written.

MILL CREEK PARTNERS II, LLC,
a North Carolina limited liability company (SEAL)

By: _____
Name: _____
Title: _____

NORTH CAROLINA

MOORE COUNTY

I, _____, a Notary Public of said County and State, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of Mill Creek Partners II, LLC, a North Carolina limited liability company, and that he/she, as _____, being authorized to do so, executed the foregoing under seal on behalf of the company.

Witness my hand and official seal, this the _____ day of _____, 2018.

Notary Public

My commission expires: _____

(SEAL – STAMP)

IN WITNESS WHEREOF, the Moore County Airport Authority has caused the foregoing Consent and Subordination and Offer of Dedication to be executed under seal in legal and binding form effective the day and year first above written.

MOORE COUNTY AIRPORT AUTHORITY (SEAL)

By: _____

Name: _____

Title: _____

NORTH CAROLINA

MOORE COUNTY

I, _____, a Notary Public of said County and State, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of the Moore County Airport Authority, governmental authority created under the laws of the State of North Carolina, and that he/she, as _____, being authorized to do so, executed the foregoing under seal on behalf of the Authority.

Witness my hand and official seal, this the _____ day of _____, 2018.

Notary Public

My commission expires: _____

(SEAL – STAMP)

IN WITNESS WHEREOF, Moore County has caused the foregoing Consent and Subordination and Offer of Dedication to be executed in legal and binding form effective the day and year first above written.

MOORE COUNTY

(SEAL)

By: _____

Name: _____

Title: _____

Attest: _____

Title: _____

NORTH CAROLINA

MOORE COUNTY

I, _____, a Notary Public of said County and State, certify that _____ personally came before me this day and acknowledged that he/she is the _____ of the Moore County Board of Commissioners and that he/she, as _____, being authorized to do so, executed the foregoing under seal on behalf of the County.

Witness my hand and official seal, this the _____ day of _____, 2018.

Notary Public

My commission expires: _____

(SEAL – STAMP)

Exhibit A

ConnectGIS Feature Report

http://mooregisweb.moorecountync.gov/ConnectGIS_v6/DownloadFile...

