

**MAYOR**  
Michael L. Alvarez

**MAYOR PRO TEM**  
David L. Cohn



**TOWN COUNCIL**  
Robert W. Allen  
Christopher M. King  
Darlene T. Luther  
David K. Waddell

Indian Trail Town Council Meeting  
November 13, 2012  
Civic Building  
6:30 p.m.

1. **CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE**
2. **ADDITIONS AND DELETIONS** **action**
3. **MOTION TO APPROVE AGENDA** **action**
4. **APPOINTMENT OF TRANSPORTATION ADVISORY COMMITTEE APPLICANT**
  - a. Michelle Simmons
5. **PRESENTATIONS**
  - a. [Recognition of the Town of Indian Trail Planning Board](#)
  - b. Recognition of Waste Pro
  - c. [Presentation and acceptance of annual financial statement for period ending 6/30/2012.](#)
6. **PUBLIC COMMENTS**
7. **CONSENT AGENDA** **action**
  - a. [Approval October 9, 2012 draft Minutes](#)
  - b. Cancellation of Council Meeting for December 25, 2012
  - c. [Resolution to adopt the Union County North Carolina Multi-Jurisdictional Hazard Mitigation Plan](#)

- d. Budget Amendments
- e. Tax refunds over \$500
- f. North Carolina Capital Management Trust Term Portfolio, moving funds currently held with them into a higher interest rate account.
- g. Approval of the contract between Union County and the Town of Indian Trail regarding the traffic enforcement deputies funded through the Governors Highway Safety Program.
- h. Approval of Tax Report for Month End October 2012

## 8. PUBLIC HEARINGS

action

– *Please adhere to the following guidelines:*

- *Proceed to the podium, and state your name and address clearly;*
- *Be concise; avoid repetition; limit comments to three (3) minutes or less;*
- *Designate a spokesperson for large groups*

### a. Annexation 132 – Brandon Oaks

A request to annex two developed properties totaling .417 acres within Brandon Oaks. Location: 8011 Fountainbrook Dr and 1007 Garden Oak Dr, Indian Trail. Applicants: Singh and Cepeda.

### b. Annexation 133 – Helmsville Road

A request to annex a 23.39 acre parcel into the Town of Indian Trail. Location: Helmsville Road 07-048-016; Property Owner: Gulley

### c. CZ 2012-003 Meridian Apartment Conditional Zoning District:

a request to establish a multi-family conditional zoning district on a developed 15.5 acre property known as the Meridian Apartments. Location: 1101 Flagstone Dr, Indian Trail; Applicant: S. Stephen Goodwin

## 9. BUSINESS ITEMS

- a. Discussion of First issuance of street bonds and a resolution authorizing the \$3,000,000 issuance with Suntrust Bank and the different interest rates and prepayment clauses.
- b. Appointment a Council Representative to the four town Economic Development Partnership
- c. Withdraw directive to staff to investigate pricing on utilizing a private party for security consultation – *This item was requested by Council Member Waddell*

## 10. DISCUSSION ITEMS

- a. Discussion of Pathway 2 Progress initiative and Technology Park
- b. Discuss future Wayfinding Signs Initiative
- c. Update on Old Monroe Road Widening
- d. Update on Chestnut Parkway Project

- e. Update on Animal Enforcement Ordinance
- f. Discuss Senior Citizen Initiative – *This items was requested by Mayor Alvarez*
- g. Discuss with possible action directing Public Safety Committee to begin work on a needs assessment for law enforcement - *This item was requested by Council Member Waddell*
- h. Discuss with possible action the autonomy of advisory committee and boards - *This item was requested by Council Member Waddell*

**11. MANAGERS REPORT**

**12. COUNCIL COMMENTS**

**13. CLOSED SESSION**

**action**

**14. ADJOURN**

**action**

**To speak concerning an item on the Agenda, please print your name and address on the sign up sheet on the table prior to the meeting. Each speaker will be limited to 3 minutes.  
AS A COURTESY, PLEASE TURN CELL PHONES OFF WHILE MEETING IS IN PROGRESS**

*The Town of Indian Trail is committed to providing all citizens with the opportunity to participate fully in the public meeting process. Any person with a disability who needs an auxiliary aid or service in order to participate in this meeting may contact the Town Clerk at least 48 hours prior to the meeting. The e-mail address is [townclerk@admin.indiantrail.org](mailto:townclerk@admin.indiantrail.org); the phone number is 704-821-2541*



# Certificate of Appreciation

**Jan Brown**

*In recognition of your service as a member  
of the Planning Board and your commitment  
to the improvement of Indian Trail for future generations.*



# Certificate of Appreciation

## Patti Cowan

*In recognition of your service as a member  
of the Planning Board and your commitment  
to the improvement of Indian Trail for future generations.*



# Certificate of Appreciation

Kelly D'Onofrio

*In recognition of your service as a member  
of the Planning Board and your commitment  
to the improvement of Indian Trail for future generations.*



# Certificate of Appreciation

## Cathi Higgins

*In recognition of your service as a member  
of the Planning Board and your commitment  
to the improvement of Indian Trail for future generations.*



# Certificate of Appreciation

Steve Long

*In recognition of your service as a member  
of the Planning Board and your commitment  
to the improvement of Indian Trail for future generations.*



# Certificate of Appreciation

**Larry Miller**

*In recognition of your service as a member  
of the Planning Board and your commitment  
to the improvement of Indian Trail for future generations.*



# Certificate of Appreciation

**Cheryl Mimy**

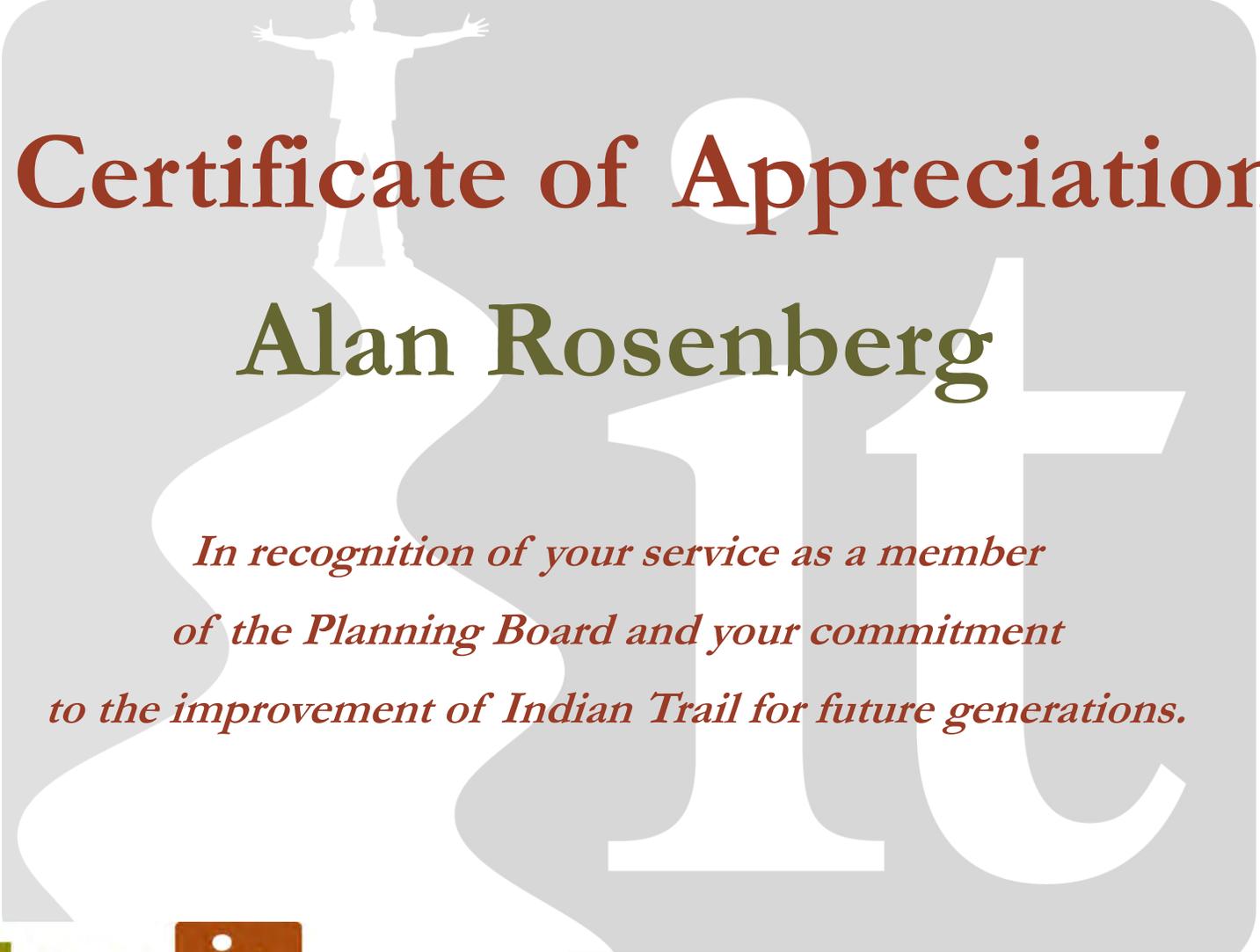
*In recognition of your service as a member  
of the Planning Board and your commitment  
to the improvement of Indian Trail for future generations.*



# Certificate of Appreciation

## Robert Rollins

*In recognition of your service as a member  
of the Planning Board and your commitment  
to the improvement of Indian Trail for future generations.*



# Certificate of Appreciation

## Alan Rosenberg

*In recognition of your service as a member  
of the Planning Board and your commitment  
to the improvement of Indian Trail for future generations.*



# Certificate of Appreciation

## Sidney Sandy

*In recognition of your service as a member  
of the Planning Board and your commitment  
to the improvement of Indian Trail for future generations.*



# Certificate of Appreciation

**Russell Whitehurst**

*In recognition of your service as a member  
of the Planning Board and your commitment  
to the improvement of Indian Trail for future generations.*



**TO:** Mayor and Town Council

**FROM:** Joe Fivas

**DATE:** November 7, 2012

**SUBJECT:** Motion to Accept June 30, 2012 Audit

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After the auditor's presentation of the June 30, 2012 financial statements, the Council will need to make a motion to accept the financial statements. Sample motion below:

Motion to accept the June 30, 2012 Annual Financial Report as submitted by Tinsely & Terry, Certified Public Accountants.



**Town of Indian Trail**  
**Minutes of Town Council**  
**October 09, 2012**  
**Civic Building**  
**6:30 P.M.**

The following members of the governing body were present:

Mayor: Michael L. Alvarez

Council Members: Robert Allen, David Cohn, Christopher King, and David Waddell.

Absent Members: Darlene Luther, Finance Director Marsha Sutton, Tax Collector Janice Cook.

Staff Members: Town Manager Joe Fivas, Town Clerk Peggy Piontek, Town Attorney Keith Merritt, Director of Community & Economic Development Kelly Barnhardt, Planning Director Shelley DeHart, Director of Engineering and Public Works Scott Kaufhold , and Director of Human Resources Miriam Lowery.

**CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE**

Mayor Alvarez called the meeting to order; lead in the Pledge and announced that Council Member Luther is not in attendance tonight.

### **ADDITIONS AND DELETIONS**

Mr. Fivas informed Council that there are items forthcoming that will need Council's approval at the end of October. He requested that Council motion to cancel the meeting scheduled for October 23, 2012 and advised we will schedule and announce a Special Meeting once the documents arrive. Mr. Fivas stated that this would be a more efficient way to handle this, rather than have both meetings, we'll combine any items that might have been scheduled for October 23rd with the Special Meeting.

Robert Allen made a motion to approve cancelling the Council Meeting scheduled for October 23, 2012.

Council voted unanimously in favor of the motion.

### **MOTION TO APPROVE AGENDA**

Christopher King made a motion to approve the agenda.

Motion Passed 3 - 1 with David Waddell opposing.

### **PARK, TREE & GREENWAY COMMITTEE APPOINTMENT \* Dhruv Bhatt**

David Cohn made a motion to approve appointing Mr. Bhatt to the Park Tree & Greenway Committee.

Council voted unanimously in favor of the motion.

### **PRESENTATIONS**

#### **a. National Community Planning Month Proclamation**

Mayor Alvarez announced this is National Community Planning Month; he read the Proclamation and advised that we will present this to the Planning Board at a future meeting.

#### **b. Stormwater Advisory Committee Annual Report**

John Eigenbrode, Chairman of the Stormwater Advisory Committee provided information from when the committee was formed to date.

### **PUBLIC COMMENTS**

David Drehs, 3216 Bow Club Drive, Indian Trail, NC referred to comments from the last meeting advising that he is not afraid and feels safe while attending, stating that we should not spend funds for safety measures as Union County Sheriff's Office can do the job.

Shirley Howe, 6205 Clearwater Drive, Indian Trail, NC discussed the circumstances about Council Member Luther's daughter's auto accident requesting the community pray and

donate to assist the family in this time of need. Ms. Howe provided information on where to send donations and the website.

Samantha Towns, 104 Pine Lake Drive, Indian Trail, NC expressed her concern over the loss of the Indian Trail Post Office, stating that it will be costly for businesses to go to Monroe or Matthews to pick up their mail. She requested that Council do what they can to avoid this.

Gary Evans, 4800 Mossy Curp Lane, Indian Trail, NC expressed his concern with the Council about the Union County Sherriff's Office, advising they risk their lives and are underpaid, along with the wasting of funds for private security to do a job that is done well by the professionals we have in UCSO.

Michael Faulkenberry, 519 Picketts Circle, Indian Trail, NC read some emails written by Mayor Alvarez.

Council Member Allen called a Point of Order as this is contrary to what is agreed upon before speaking. Mayor Alvarez stated that Mr. Faulkenberry may continue but he is to direct his comments to the Council in general and not individually.

Mr. Faulkenberry stated that people are using alias names and these threats must stop, he is setting up a Face Book page posting the negative emails.

Chase Coble, 3344 Presson Road, Monroe, NC spoke in an attempt to set the record straight from the misinformation and untruths stated at the last meeting. He referred to comments from a Council Member that a request was made over 18 months ago and nothing was done and no progress has been made, in addition this individual stated has no confidence of getting it done any other way but a third party. Mr. Coble referred to in several meetings where safety was discussed and Council entered into Closed Session to discuss this without inviting any representative from Law Enforcement. Mr. Coble advised that postings on social media sites are mitigated it would keep the drama from the meeting room. Mr. Coble informed Council that after the original discussion, a list of suggest safety measures was compiled and he was never invited into Closed Session as he requested, to discuss implementation of the suggested safety measures provided. He concluded by informing Council that the officers attending this meeting, have provided security detail to many National events to include the Democratic Nation Convention, United Nations Building in New York, detail teams for several Presidents and the Pope, several years of SWAT Operator Service and if they are not capable of coming up here and providing security for your meeting we hope you move forward and get somebody who can.

Mr. Fivas commented on Ms. Towns suggestion about the Indian Trail Post Office that we have had discussions and will be happy to provide you that information, we also feel it's a very important issue.

### **CONSENT AGENDA**

- a. Approval of 2012 Record Retention Schedule
- b. Approval of draft minutes for September 11, 2012
- c. Annexation 132 - 1007 Garden Oaks and 8011 Fountainbrook Dr.- \*  
Resolution directing the Clerk to investigate Annexation Petition \*  
Certificate of Sufficiency \* Resolution fixing the date of the Public  
Hearing for Annexation 132
- d. Annexation 133 - Helmsville Road \* Resolution directing the Clerk to  
investigate Annexation Petition \* Certificate of Sufficiency \* Resolution  
fixing the date of the Public Hearing for Annexation 133

Mr. Fivas informed Council that there are Resolutions directing the Town Clerk to Schedule a Public Hearing for each Annexation which were modified from your packet. The ones sent to you indicated that the Public Hearings would be held on October 23rd, as a result of the motion made earlier, we had to modify those Resolutions to read that the Public Hearing will be held on November 13th and if approved, that is the Resolution you will be approving. Mayor Alvarez confirmed that all Council Members understood.

Christopher King made a motion to approve the Consent Agenda.  
Council voted unanimously in favor of the motion.

### **PUBLIC HEARINGS**

- a. ZT2012-004 Public Notice A request to amend Chapter 310 to enhance the Town's public hearing noticing Requirements related to land use decision. Applicant: Town of Indian Trail; Location: Town-wide

Ms. DeHart presented that public noticing related to zoning permits is a key component of the discretionary permit process to encourage public engagement in land use decisions and is statutorily required as well. This amendment is a result of research and collaboration with the Planning Board to address noticing concerns voiced by residents related to these permits, specific areas of concern are: Mail-out notice for public hearing, newspaper notification and community meetings.

Staff found two issues that could be addressed administratively, public notice comprehension and newspaper readership for the public notice. Staff has modified the public notice mailed to

adjacent property owners to better explain the project, the process and the implications if the project is granted and has changed to the Union County News Section of the Charlotte Observer as its readership numbers in the area is larger than what we were using.

In addition, staff has extended the notification area (mail out) beyond the minimum state requirement. The Planning Board provided direction to staff to amend the ordinance to allow the Board or Planning Director the discretion to require a community meeting.

The Planning Board heard this item at its August 16th and again on September 18th where they motioned to make the followings findings and transmits a unanimous recommendation for approval.

1. The proposed UDO amendment is consistent with the following goals:

1.3.2 of the Comprehensive Plan - *Land Use*; because this amendment encourages public participation in land use decisions by informing and engaging residents within the project area promotion land use compatibility.

2. This UDO ordinance amendment is in the best interest of the public because it enhances public noticing requirements and information dissemination thus encouraging public participation in the land use decision.

Mayor Alvarez opened and closed the public comments portion of the hearing as no one had signed up to speak.

Robert Allen made a motion to approve ZT2012-004 Public Notice make the required findings as read into the record and stated in the draft ordinance Council voted unanimously in favor of the motion.

b. CZ2009-003A 215 Rowell Drive

A request to modify the architectural requirements associated with the original rezone

Approved to Conditional Zoning Regional Business District (CZ-RBD)

Location: 215 Rowell Drive; Applicant: Rick Strawn Tax Parcel 07-084-405G

Ms. DeHart advised this site plan for this property was approved in March 2009 and conditional zoning was approved in May 2010. Each approval included an architectural rendering consisting of brick and stucco along the 300 foot side facade/wall facing the parking lot. The proposed rezoning request only involves an architectural change to the side facade/wall to include three

50 foot segments of brick and stucco with the remainder consisting of metal panels, which would comply with the current UDO standards.

The Planning Board heard this item on September 18th and motioned to make the following findings and transmit a recommendation to approve.

1. The proposed UDO amendment is consistent with the following goals:
  - 1.3.2 of the Comprehensive Plan - *Land Use*; The existing conditional zoning district meets the goal of land use by avoiding land use conflicts between neighboring properties. The proposed change promotes new businesses by allowing the construction to be completed in harmony with existing development.
2. The request for this zoning reclassification is a reasonable request and is in the public interest because it promotes the goals of the adopted Indian Trail Comprehensive Plan in the areas of Land Use and is consistent with the adopted plans within the Town of Indian Trail.

Mayor Alvarez opened up the public comments of the hearing

Rick Strawn, 13417 US Highway 74, Indian Trail, NC advised that his goal was to bring his business to Indian Trail because of the Monroe Bypass. He was trying to bring jobs to Indian Trail and uncertain if that will now happen, that's his goal, the last he heard the Bypass was going to be started up again at the end of the year. He is trying to get the building completed so he can proceed and get some kind of business in there.

Mayor Alvarez closed the public comments portion of the hearing.

Robert Allen made a motion to approve CZ2009-003A 215 Rowell Drive make the required findings as read into the record and stated in the draft ordinance.

Council voted unanimously in favor of the motion.

- c. ZM2012-003 Unionville Indian Trail Road: A request to rezone three parcels within the Downtown Overlay (O-DD) from Light Industrial (L-I) to General Business District (GBD). Location: 124, 200, And 222 Unionville Indian Trail Road. Applicant: Town of Indian Trail. Tax Parcels: 07-111-007A, 07-105-012B, and 07-105-012

Ms. DeHart presented that this is an attempt to assign a more appropriate zoning classification to the three parcels. Staff is of the opinion General Business District is more compatible with

existing land uses, the future land uses called for in the Comprehensive Plan and the overall concept of the Downtown Village.

The Planning Board heard this item on September 18th were able to make the following findings and transmit a unanimous recommendation to approve.

1. The proposed UDO amendment is consistent with the following goals:
  - 1.3.1 of the Comprehensive Plan - *Quality of Life*: because the proposed rezoning will promote a better quality of life for our residents by eliminating potential industrial land uses not compatible with the downtown Indian Trail environment.

- 1.3.4 Of the Comprehensive Plan - *Downtown Revitalization*; because the proposed rezoning to GBD within the O-DD overlay will more closely resemble the existing land uses and be more compatible with the location criteria designated for the Downtown Village.

2. The request for this zoning reclassification is a reasonable request and is in the public interest because it promotes the goals of the adopted Indian Trail Comprehensive Plan in the areas of *Quality of Life* and *Downtown Revitalization* and is consistent with the adopted plans within the Town of Indian Trail.

Mayor Alvarez opened and closed the public comments portion of the hearing as no one had signed up to speak

Robert Allen made a motion to approve ZM2012-003 and make the required findings as read into the record and stated in the draft ordinance.

Council voted unanimously in favor of the motion.

**BUSINESS ITEMS**

*None*

**DISCUSSION ITEMS**

*None*

**MANAGERS REPORT**

Ms. Barnhardt advised that the Cultural Arts Center ribbon cutting will be on October 20th at 3:00 pm, coinciding with the Cultural Arts Festival being held at Crossing Paths Park. The

building will be open at 11:00 am, with a variety of artists displaying their work. The businesses and community in general are excited, staff has been inundated with offers from businesses to either sponsor or donate for future events or activities in the center. There will be a full schedule of events planned available hopefully by the end of next week which will be posted on line. We are pleased with what we have to offer, kids and adults classes from any ability level basic to very skilled.

Mr. Fivas advised that our Public Works Department did all the renovations. The candy crawl is coming up, it was very successful last year and staff is starting to formulate our Christmas Parade activities.

### **COUNCIL COMMENTS**

Mr. Allen congratulated Ms. DeHart and the Planning Department for the proclamation stating they are the best around. What they do is incredible advising they are looking at greenhouse gases, they are unsung heroes.

Mr. Waddell stated that the Governors Highway Safety Grant has been approved and is awaiting paperwork from the town, it will provide 2 deputy's for traffic. The Rowell Drive rezone has been a long and excruciating process for the property owner in some ways and he believes that he has learned that communication is the key and perhaps there are ways to improve communication.

Our thoughts and prayers are for Christina and her close family & friends; we extend our heartfelt sympathies to her.

For the Post Office the best thing that can be done is for residents in town to hand write a letter to congress to get their attention to them to see it change, he also suggested a resolution to congress requesting we keep the post office and address the zip code as well. He encouraged residents to send the letters.

Mr. King reminded everyone the Council meeting for October 23rd was cancelled and the next one is 11/13.

Mayor Alvarez said the official grand opening for Moes is Thursday; they are a charitable business to the community. He complimented the ITA&HS on tracking down our history. He thanked everyone who sent well wishes to him after his surgery and sent his love and prayers to Christina and his strength to Darlene.

He thanked UCSO for applying for the safety grant.

Mr. Cohn stated what a great community we live in, he believes the prayers have helped Christina. He thanked Sheriff's Dept. and believes they are wonderful. He understands how they feel and agrees with them. He wants to make it work and hopes there are no hard feelings. He thinks the Sherriff's office feels unappreciated but doesn't believe that he or the Council feels that way. He recommended that we should get together as a community and move on. He supports them and thinks they are the best.

If you are going to put things in emails or on face book you can and will be called out on them. Asking both sides to discontinue this, let's conduct our business like we're all working for the same goal. Let's move on. He's embarrassed by it.

**CLOSED SESSION**

Christopher King made a motion to enter closed session NCGS 143-318.11 (a)(6) to consider the qualifications, competence, performance, condition of appointment of a public officer or employee or prospective public officer or employee.

Council voted unanimously in favor of the motion.

Christopher King made a motion to approve entering back into Open Session.

Council voted unanimously in favor of the motion.

**ADJOURN**

Robert Allen made a motion to adjourn

Council voted unanimously in favor of the motion.

APPROVED:

\_\_\_\_\_  
Michael L. Alvarez

Attest:

\_\_\_\_\_  
Peggy Piontek, Town Clerk



**TO:** Mayor and Town Council

**FROM:** Peggy Piontek, Town Clerk

**DATE:** November 13, 2012

**SUBJECT:** Union County Multi-Jurisdictional Hazard Mitigation Plan

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At the last meeting in October, the Town Council adopted a Resolution for a MOA asking for consent to allow North Carolina Emergency Management to apply for federal grant funding on our behalf; and since then, all 14 municipalities and Union County have agreed. Once grant funding is awarded it would allow counties in western NC to regionalize their existing Multi-jurisdictional Hazard Mitigation (county) Plans. Union County has been grouped with Cabarrus and Stanly counties for the future regionalization of our and their plan. This project is expected to begin within the next few months and be completed by July 2014. Once the regionalized plan is complete it will come back before the jurisdictions for adoption.

The resolution to adopt the Multi-jurisdictional Hazard Mitigation Plan Update; is our regular plan maintenance update which we are required to do by federal law and must be completed before the Regional Hazard Mitigation Plan process can begin.

PSP

U.S. Department of Homeland Security  
FEMA Region IV  
3003 Chamblee Tucker Road  
Atlanta, GA 30341



**FEMA**

February 1, 2012

Mr. Chris Crew  
State Hazard Mitigation Officer  
North Carolina Division of Emergency Management  
4713 Mail Service Center  
Raleigh, North Carolina 27699

Reference: Union County, NC Multi-jurisdictional Hazard Mitigation Plan Update

Dear Mr. Crew:

This is to confirm that we have completed a Federal/State review of the Union County Hazard Mitigation Plan Update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201/6(b)-(d). Based on our review and comments, Union County developed and submitted all the necessary revisions. We have determined that the Union County Hazard Mitigation Plan is compliant with federal standards, subject to formal community adoption.

In order for our office to issue formal approval of the plan, Union County must submit adoption documentation and document that the final public meeting occurred. Upon submittal of these items to our office, we will issue formal approval of the Union County Hazard Mitigation Plan.

If you have any questions or need any further information, please do not hesitate to contact Victor Geer, of the Hazard Mitigation Assistance (HMA) Branch at (770) 220-5659 or Linda L. Byers, Planning Lead Specialist, at (770) 220-5498.

Sincerely,

A handwritten signature in black ink that reads "Robert E. Lowe". The signature is written in a cursive style with a long horizontal line extending to the right.

Robert E. Lowe, Chief  
Risk Analysis Branch  
Mitigation Division

## **Union County Multi-jurisdictional Hazard Mitigation Plan Update Overview**

Union County is vulnerable to a wide range of natural hazards, including flooding, tornadoes, tropical storms and hurricanes, winter storms and earthquakes. These hazards threaten the life and safety of county residents, and have the potential to damage or destroy both public and private property and disrupt the local economy and overall quality of life. While the threat from hazardous events may never be fully eliminated, there is much we can do to lessen their potential impact upon our community and our citizens. By minimizing the impact of hazards upon our built environment, we can prevent such events from resulting in disasters. The concept and practice of reducing risks to people and property from known hazards is generally referred to as hazard mitigation.

The original Union County Multi-jurisdictional Hazard Mitigation Plan was adopted in 2004. The plan is multi-jurisdictional and includes the participation of Union County and all of its incorporated municipalities. Each of these jurisdictions are continuing participants of Union County's original Hazard Mitigation Plan.

The update of the plan began with the Mitigation Advisory Committee's meeting on December 4, 2009. The Committee reviewed the process specified in the Maintenance Section of the previously approved plan for monitoring, evaluating and updating the plan, and discussed the goals and methods to be used in the plan update. The Committee decided that Union County Emergency Management would spearhead the effort and coordinate with local leaders to review risks, capabilities, and mitigation strategies in each jurisdiction.

A final meeting of the Mitigation Advisory Committee was held on September 22, 2011. The meeting was open to public comment, and legal notices were placed in local newspapers, directing the public to the online draft for review. No members of the public attended the meeting. During the meeting, the committee reviewed the changes to the plan and suggested minor revisions to a handful of mitigation actions. It was agreed that after these changes were made, the plan was recommended for submittal to state and federal officials.

The plan was submitted to the North Carolina Division of Emergency Management, Hazard Mitigation Planning Section for review, and returned with recommendations for minor revisions. These changes were made and the plan was then sent to FEMA for review. FEMA returned the plan with recommendations for minor revisions. These changes were made as well and FEMA approved the plan on February 01, 2012.

Section 9 of the plan contains the mitigation actions that have been developed for the next plan period. Plan requirements are that there must be a mitigation action to address each hazard that is identified in Section 4 of the plan; Hazard Analysis section. These are the Mitigation Actions for the Town of Indian Trail.

- 1. Maintain Minimum Housing Ordinance.**
- 2. Draft and adopt an Emergency Operation Plan.**
- 3. Expand the Adopted Tree Ordinance and conduct a Canopy Assessment.**
- 4. Continue Stomwater Education in public schools as part of Phase II compliance.**
- 5. Maintain the Clearwater Drive Storm Drain project in order to reduce the risk to Repetitive Loss Properties.**
- 6. Review and update the town's Comprehensive Plan.**
- 7. Investigate the creation of a Continuity of Operation Plan.**

- 8. Maintain Phase II Community Status.**
- 9. Draft and adopt a Stormwater Master Plan.**
- 10. Renew stream maintenance contracts.**
- 11. Achieve CFM certification.**

Together we will work toward accomplishing these mitigation actions over the next five years. It is our intent for the Mitigation Advisory Committee to meet annually to review each mitigation action listed in the plan and to evaluate each action on its progress and its continued applicability.



STATE OF NORTH CAROLINA) )  
TOWN OF INDIAN TRAIL ) ) RESOLUTION #

**RESOLUTION TO ADOPT THE UNION COUNTY NORTH CAROLINA MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS, the citizens and property within Indian Trail are subject to the effects of an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, Indian Trail desires to seek ways to mitigate the impact of such hazard risks; and

WHEREAS, it is the intent of the Town Council to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, N.C. Gen. Stat. § 166A-6.01(b)(2)(a)(3) states: “For a state of disaster proclaimed pursuant to G.S. 166A-6(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act;” and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, it is the intent of the Town Council to fulfill its obligation under the aforementioned laws in order that the Indian Trail will remain eligible to receive state and federal assistance in the event of a declared disaster affecting the Indian Trail; and

WHEREAS, Union County and the other jurisdictions included in the Plan have performed a comprehensive review and evaluation of each section of the Multi-Jurisdictional Hazard Mitigation Plan approved by the County in 2004, and have updated the plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

NOW, THEREFORE, BE IT RESOLVED that the Indian Trail Town Council hereby:

1. Adopts the updated Union County North Carolina Multi-Jurisdictional Hazard Mitigation Plan (the "Plan"), which plan shall supersede the Multi-Jurisdictional Hazard Plan adopted by Indian Trail in 2004; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Adopted on the 13<sup>th</sup> day of November, 2012.

**APPROVED:**

\_\_\_\_\_  
**Michael L. Alvarez, Mayor**

ATTEST: \_\_\_\_\_  
Peggy Piontek, Town Clerk



**TO:** Mayor and Town Council

**FROM:** Joe Fivas

**CC:** Marsha Sutton, Jennifer Smith

**DATE:** November 8, 2012

**SUBJECT:** Budget Amendments for November 13<sup>th</sup> Meeting

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1. Recognize revenue received as donation to Cultural Arts Center.
2. Reallocate funds within Community and Economic Development Department.
3. Transfer funds from Administration Department to Community Park.
4. Reallocate funds within GIS/IT Department.
5. Transfer funds between Administration and Planning Departments.
6. Reallocate funds within Stormwater Department.
7. Reallocate funds within Powell Bill due to new account number structure.
8. Reallocate funds within Planning Department.
9. Recognize additional Powell Bill Revenue received.
10. Recognize revenue received for donations to Cultural Arts Center.
11. Reallocate funds within Human resources department.

12. Recognize revenue and corresponding expense for NC Rural Pass through grant for WM Goodyear.
13. Reallocate funds within Cultural Arts Center.
14. Reallocate funds within Community and Economic Development Department.
15. Reallocate funds within Powell Bill due to new account number structure.
16. Reallocate funds within Planning Department.
17. Reallocate funds within Tax Department.
18. Reallocate funds within the Sanitation Department.
19. Reallocate funds within Human Resources Department.
20. Reallocate funds within Community and Economic Development Department.
21. Reallocate funds within Engineering Department.
22. Reallocate funds within Community and Economic Development Department.
23. Reallocate funds within Parks and Recreation Department.
24. Reallocate funds within GIS/IT Department.
25. Reallocate funds within Human Resources Department.
26. Reallocate funds within Community and Economic Development Department.

If Council has any questions, or would like to see any of the budget amendments, please contact the Finance Director at 704-821-5401.



**TO:** Mayor and Town Council

**FROM:** Joe Fivas

**CC:** Marsha Sutton, Jennifer Smith

**DATE:** November 8, 2012

**SUBJECT:** Budget Amendments for November 13<sup>th</sup> Meeting

---

1. Recognize revenue received as donation to Cultural Arts Center.
2. Reallocate funds within Community and Economic Development Department.
3. Transfer funds from Administration Department to Community Park.
4. Reallocate funds within GIS/IT Department.
5. Transfer funds between Administration and Planning Departments.
6. Reallocate funds within Stormwater Department.
7. Reallocate funds within Powell Bill due to new account number structure.
8. Reallocate funds within Planning Department.
9. Recognize additional Powell Bill Revenue received.
10. Recognize revenue received for donations to Cultural Arts Center.
11. Reallocate funds within Human resources department.

12. Recognize revenue and corresponding expense for NC Rural Pass through grant for WM Goodyear.
13. Reallocate funds within Cultural Arts Center.
14. Reallocate funds within Community and Economic Development Department.
15. Reallocate funds within Powell Bill due to new account number structure.
16. Reallocate funds within Planning Department.
17. Reallocate funds within Tax Department.
18. Reallocate funds within the Sanitation Department.
19. Reallocate funds within Human Resources Department.
20. Reallocate funds within Community and Economic Development Department.
21. Reallocate funds within Engineering Department.
22. Reallocate funds within Community and Economic Development Department.
23. Reallocate funds within Parks and Recreation Department.
24. Reallocate funds within GIS/IT Department.
25. Reallocate funds within Human Resources Department.
26. Reallocate funds within Community and Economic Development Department.

If Council has any questions, or would like to see any of the budget amendments, please contact the Finance Director at 704-821-5401.



**TO:** Mayor and Town Council  
**FROM:** Joe Fivas  
**DATE:** November 7, 2012  
**SUBJECT:** Tax Refunds greater than \$500

---

Please find attached copies of tax refunds greater than \$500.00

1. Scott D Hodgdon - \$538.43 refunded to Mortgage Company as it was already previously paid by the homeowner.
2. Na Lin - \$638.32 refunded to Mortgage Company as it was already previously paid by the homeowner.

If you need any clarification on any of these items, please feel free to contact Marsha Sutton at (704) 821.5401.



**TO:** Mayor and Town Council

**FROM:** Joe Fivas

**DATE:** November 7, 2012

**SUBJECT:** North Carolina Cash Management Term Portfolio

---

As stated in the Town's Cash Management Policy and empowered by NCGS 159-30C the Town may invest in various types of deposit instruments. Currently, the Town has on deposit funds in the North Carolina Cash Management Cash Fund. However, recently the North Carolina Cash Management Trust (NCCMT) worked with the Local Government Commission and was approved to offer North Carolina Municipalities a new investment vehicle. Our funds deposited with the NCCMT in the cash fund currently earn .02 in interest. The term portfolio earns .22 in interest. The only noticeable difference in the two vehicles is the Town would have to give the NCCMT a one day notice before we would be able to withdraw funds.

The Town Manager and staff would like to recommend that \$5,000,000 be moved to the term fund in order to take advantage of this higher interest rate. This has been discussed with our auditors. The Term fund also has been nationally rated with a bond rating of AAA.



**TO:** Mayor and Town Council

**FROM:** Joe Fivas

**DATE:** November 7, 2012

**SUBJECT:** Approval of Contract with UCSO for GHSP Traffic Enforcement Officers

---

As was previously discussed with Council, the Union County Sheriff's Office was approved for a Governor's Highway Safety Grant to be used for two traffic enforcement officers in the Town of Indian Trail.

Attached, please find a copy of a contract between the Union County Sheriff's Office and Indian Trail.

The Town Manager and Staff have reviewed the contract and are recommending it for Council approval.

STATE OF NORTH CAROLINA

AMENDMENT # 4

COUNTY OF UNION

THIS AMENDMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and among Union County, North Carolina, hereinafter referred to as "County," the Town of Indian Trail, hereinafter referred to as "Town," and the Sheriff of Union County, hereinafter referred to as the "Sheriff," shall modify and supersede as indicated that agreement among the parties dated the 8th day of August, 2008, as modified by amendments dated September 15, 2008, November 5, 2009, and May 24, 2012, hereinafter collectively referred to as the "Agreement."

W I T N E S S E T H

WHEREAS, the parties entered into the Agreement for the stationing of nineteen Deputy Sheriffs in order to increase the level of law enforcement protection traditionally provided by the Sheriff; and

WHEREAS, the Union County Sheriff's Office received a grant (the "Grant") on behalf of the Town from the North Carolina Governor's Highway Safety Program (the "Program") for the funding of two (2) deputy positions and the necessary equipment to outfit the two deputies ("Traffic Deputies"), for the purpose of enforcing motor vehicle laws and enhancing educational outreach opportunities related to motor vehicle safety; and

WHEREAS, the Town agrees to pay the County the amounts required herein for the services of the Traffic Deputies; and

WHEREAS, the County agrees to station these Traffic Deputies in the Town.

NOW THEREFORE, in consideration of the parties' continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. Section 1. Following the first sentence of this section which reads: "The Sheriff agrees to station nineteen (19) Deputy Sheriffs (16 deputies, 2 deputy sheriffs with the rank of Sergeant, and 1 deputy sheriff with the rank of Lieutenant) within the municipal limits of the Town of Indian Trail," add the following:

The Sheriff agrees to station two additional Deputy Sheriffs within the municipal limits of the Town of Indian Trail for the purposes of enforcement of motor vehicle laws and education regarding motor vehicle laws ("Traffic Deputies"). These Traffic Deputies will be provided only for so long as there is grant funding received by the County through the North Carolina Governor's Highway Safety Program ("Grant

Funds”), or funding received from the Town, for the complete costs for providing the Traffic Deputies’ services.

2. Section 8. Label the current Section 8 “Section 8, Subsection A.” At the beginning of this subsection A, add the following:

This subsection A applies to all costs of the County for providing services pursuant to this Agreement, except for those costs related to providing Traffic Deputies, as defined herein.

3. Section 8. At the end of Section 8, add a new subsection labeled “Section 8, Subsection B” to read as follows:

B. This subsection B applies only to the County’s costs for providing Traffic Deputies pursuant to this Agreement. The County shall invoice the Town quarterly for payment of costs associated with the Traffic Deputies at one quarter of the yearly rate noted below. The following yearly rates are the amounts due to the County from the Town every grant year for costs associated with the Traffic Deputies:

Grant Year 1 (October 2012-September 2013)-  
\$65,678

Grant Year 2- (October 2013-September 2014)-  
\$61,000

Grant Year 3- (October 2014-September 2015)-  
\$89,000

Invoices shall be paid by the Town within thirty (30) days of receipt.

4. Section 12. The following shall be added to the end of this section:

Notwithstanding anything herein to the contrary, the Town’s obligations under this Agreement, and the grant agreement between the County and the North Carolina Department of Transportation (the “Grant Agreement”), for Traffic Deputies shall not be terminated by the Town prior to (i) completion of both the Town’s and County’s obligations under the Grant Agreement, or (ii) early termination of the Grant Agreement as provided for therein. This obligation shall survive the termination of any other portion of this Agreement and shall be governed by the terms herein.

5. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Amendment to be duly executed, this the day and year first above written.

ATTEST: UNION COUNTY

BY: \_\_\_\_\_  
Lynn West, Clerk to the Board

BY: \_\_\_\_\_  
Cynthia A. Coto, County Manager

ATTEST: TOWN OF INDIAN TRAIL

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

\_\_\_\_\_  
Town Finance Officer

WITNESS: SHERIFF OF UNION COUNTY

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
Sheriff Eddie Cathey

Approved as to Legal Form \_\_\_\_\_



**TO:** Mayor and Town Council

**FROM:** Janice Cook, Tax Collector

**DATE:** November 13, 2012

**SUBJECT: Month end October 2012**

---

According to G.S. 105-350 (7), it is the duty of the Tax Collector to submit to the governing body at each of its regular meetings a report of the amount he has collected on each year's taxes with which he is charged, the amount remaining uncollected, and the steps he is taking to encourage or enforce payment of uncollected taxes.

The tax department has billed	\$6,969,408.15
Collected	-\$1,172,535.70
Uncollected balance	\$5,796,872.45

Tax department has received in addition to the above amount in the first few days in November \$1,243,911.03  
Tax year is off to another good start for collections.



PO Box 2430

Indian Trail, NC 28079

**PLANNING AND NEIGHBORHOOD SERVICES DEPARTMENT**

<b>Case: Annexation #132</b>	
<b>Reference Name</b>	Portions of Phase 9 of Brandon Oaks Subdivision
<b>Applicant</b>	Cepeda; Singh – Property Owners
<b>Submittal Date</b>	August and September 2012
<b>Location</b>	1007 Garden Oak Dr (Singh) 8011 Fountainbrook (Cepeda)
<b>Tax Map Number</b>	07091047 (Singh) & 07091032 (Cepeda)

## Summary

This is a request by property owners to annex their properties (identified above) into the Town of Indian Trail. The Council took the following actions at its October 9, 2012 meeting initiating the annexation process:

1. Adopted a resolution directing the Town Clerk to Investigate the Sufficiency of the Voluntary Annexation Petition; and
2. Certified the Sufficiency of the Annexation Petition; and
3. Adopted a resolution setting the public hearing to November 13, 2012.

## Background and Analysis

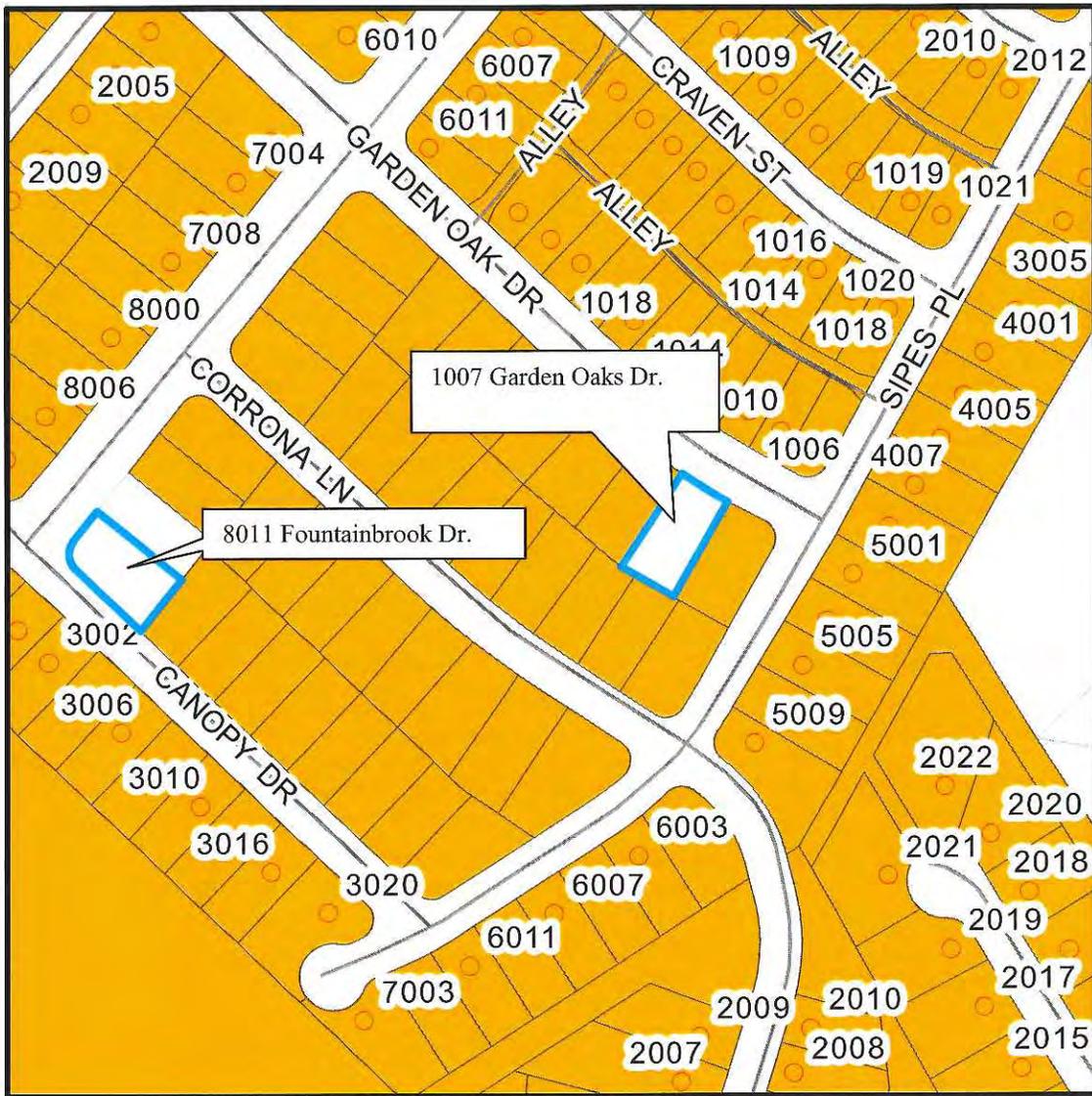
There are two properties representing a total of approximately .41 acres. These properties are located within the Brandon Oaks Subdivision within the unincorporated area of the County. The subject properties are developed with single-family residential dwelling and are surrounded by the Town's existing jurisdictional boundaries. The following consistency finding, pursuant to NCGS § 160A-31(d) regarding voluntary annexations in North Carolina, must be made for the annexation to be valid:

The Town Council of Indian Trail finds that, pursuant to the requirements of NCGS § 160A-31(d), that the proposed Annexation Ordinance #132 petition offered by the applicants does in fact meet all requirements for a proper voluntary annexation under North Carolina law and is found to be valid in form and manner.

## Staff Recommendation

Staff recommends to the Town Council the following actions:

- 1.) Receive this staff report and public testimony on this annexation.
- 2.) Make the required finding in accordance with NCGS § 160A-31(d) reading into the record the statement above; and
- 3.) Make a motion to approve/disapprove extending the corporate limits of the Town of Indian Trail to include Annexation Ordinance #132 establishing the effective date of the annexation as November 14, 2012



**Staff Contact**

Shelley DeHart, AICP  
704 821-5401  
srd@planning.indiantrail.org

Attachment One: Proposed Annexation Ordinance #132 w/Legal Description  
Attachment Two: Petition Application for Proposed Voluntary Annexation w/Maps

**TC ATTACHMENT ONE**

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF  
INDIAN TRAIL, NORTH CAROLINA**

**ANNEXATION ORDINANCE #132 – Two parcels located within A Portion of Phase 9 of  
Brandon Oaks Subdivision consisting of a total of .41 acres (1007 Garden Oaks Dr.  
07091047 & 8011 Fountainbrook Dr 07091032)**

**WHEREAS**, the Town Council has been petitioned pursuant to N.C.G.S. Chapter 160A, Article 4A, Part 1 to annex the area described below; and

**WHEREAS**, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

**WHEREAS**, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation was held at the Town Hall at 6:30 PM on the 13th day of November, 2012, after due notice by the Charlotte Observer – Union County Section newspaper; and

**WHEREAS**, the Town Council finds that the petition meets the requirements of G.S. 160A-31(d);

**NOW, THEREFORE BE IT ORDAINED** by the Town Council of the Town of Indian Trail, North Carolina that:

Section 1. By Virtue of the authority granted pursuant to N.C.G.S. Chapter 160A, Article 4A, Part 1, the following described territory is hereby annexed and made part of the Town of Indian Trail, North Carolina as of the 13<sup>th</sup> day of November, 2012:

See Attached Metes and Bounds Description

Section 2. Upon and after the 14th day of November, 2012, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Indian Trail, North Carolina and shall be entitled to the same privileges and benefits as other parts of the Town of Indian Trail, North Carolina. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Indian Trail, North Carolina shall cause to be recorded in the office of the Register of Deeds of Union County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Board of Elections, as required by G.S. 163-288.1.

Section 4. The Attorney of the Town of Indian Trail, North Carolina shall submit in the Office of the United States Attorney General, in accordance with Section 5 of the Voting Rights Act of 1965, codified as 42 U.S.C. 1973c, documents and materials required for review pursuant to federal law.

Adopted this 13th day of November, 2012.

TOWN OF INDIAN TRAIL

BY: \_\_\_\_\_  
Michael L. Alvarez, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Peggy Piontek, Town Clerk

\_\_\_\_\_  
Keith J. Merritt, Town Attorney

## Metes and Bounds Description For Annexation 132

**Track 1-** Being all of Lot 1 Block 23 of Brandon Oaks Phase 9 Map 5 as recorded in the Union County Register of Deeds Office in Plat Cabinet K File 161. 0.217 Acres Annexation

**Commencing** at a pipe found at the southeast corner of Lot 47 Block 20 of Brandon Oaks Phase 9 Map 5 as recorded in the Union County Register of Deeds Office in Plat Cabinet K File 161, thence N57-24-02E 301.69' to a point, the southwest corner of Lot 52 Block 20 of Brandon Oaks Phase 9 Map 5 as recorded in the Union County Register of Deeds Office in Plat Cabinet K File 161 thence N48-24-30W 693.28' to a point, the southeast corner of Lot 1 Block 23 of Brandon Oaks Phase 9 Map 5 and the **Point of Beginning**.

Thence from said **Point of Beginning**, with the southern line of Lot 1 Block 23 of Brandon Oaks Phase 9 Map 5 as recorded in the Union County Register of Deeds Office in Plat Cabinet K File 161 S38-58-47W 79.00' to a point, the southwest corner of Lot 1 Block 23 on the right-of-way of Canopy Drive; Thence with the right-of-way if Canopy Drive N46-21-16W 107.39 to a point; thence with the arc of a curve to the right having

a radius of 25.00' an arc length of 37.23' (subtended by chord N03-41-14W 33.89') to a point on the southern right-of-way of Fountainbrook Drive; Thence with the right-of-way of Fountainbrook Drive N38-58-47E 45.35' to a point; Thence S51-01-13E 130.00' to a point, the **Point of Beginning**.

Being all of Lot 1 Block 23 of Brandon Oaks Phase 9 Map 5 as recorded in the Union County Register of Deeds Office in Plat Cabinet K File 161. 0.217 Acres as shown on the Annexation Exhibit of Brandon Oaks a Portion of Phase 9 by Yarbrough-Williams & Houle Inc, dated 10-01-2012.

**Track 2-** Being all of Lot 15 Block 24 of Brandon Oaks Phase 9 Map 6 as recorded in the Union County Register of Deeds Office in Plat Cabinet L File 39. 0.205 Acres Annexation

**Commencing** at a pipe found at the southeast corner of Lot 47 Block 20 of Brandon Oaks Phase 9 Map 5 as recorded in the Union County Register of Deeds Office in Plat Cabinet K File 161, thence N57-24-02E 301.69' to a point, the southwest corner of Lot 52 Block 20 of Brandon Oaks Phase 9 Map 5 as recorded in the Union County Register of Deeds Office in Plat Cabinet K File 161 thence N00-48-10E 472.24' to a point, the northwest corner of Lot 15 Block 24 of Brandon Oaks Phase 9 Map 6 and the **Point of Beginning**.

Thence from said **Point of Beginning**, with the northern line of Lot 15 Block 24 of Brandon Oaks Phase 9 Map 6 as recorded in the Union County Register of Deeds Office in Plat Cabinet L File 39 N33-32-57E 134.55' to a point, the northeast corner of Lot 15 Block 24 on the right-of-way of Garden Oak Drive; Thence with the right-of-way if Garden Oak Drive with the arc of a curve to the left having a radius of 795.00' an arc length of 56.63' (subtended by chord S58-29-30E 56.62') to a point; Thence continuing with the right-of-way of Garden Oak Drive S60-31-56E 5.96' to a point, the southeastern corner of Lot 15 Block 24 of Brandon Oaks Phase 9 Map 6; Thence with the southern line of Lot 15 Block 24 S29-28-04W 132.20' to a point, the southwest corner of Lot 15 Block 24; Thence with the western line of Lot 15 Block 24 N60-31-56W 72.12' to a point, the **Point of Beginning**.

Being all of Lot 15 Block 24 of Brandon Oaks Phase 9 Map 6 as recorded in the Union County Register of Deeds Office in Plat Cabinet L File 39. 0.205 Acres as shown on the Annexation Exhibit of Brandon Oaks a Portion of Phase 9 by Yarbrough-Williams & Houle Inc, dated 10-01-2012.





## PETITION REQUESTING A CONTIGUOUS ANNEXATION

DATE: 9-27-12

To the Town Council of the Town of Indian Trail, North Carolina:

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 2 below be annexed to the Town of Indian Trail, North Carolina.
2. The area to be annexed is contiguous to the primary limits of the Town of Indian Trail, North Carolina and the boundaries of such territory are as follows:

SEE ATTACHED DESCRIPTION OF BOUNDARIES

(Copy of Deed or other source containing legal description of properties requesting annexation)

NAME (print or type)	ADDRESS	SIGNATURE
1. <u>AMERICA CEPEDA</u>	<u>8011 FOUNTAINBROOK DR INDIAN TRAIL 28079</u>	<u>America Cepeda</u>
2. <u>Gonzalo Cepeda</u>	<u>8011 Fountainbrook Dr. Indian Trail 28079</u>	<u>Gonzalo Cepeda</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

5508  
0746

FILED  
UNION COUNTY, NC  
CRYSTAL CRUMP  
REGISTER OF DEEDS

FILED Mar 21, 2011  
AT 09:52 am  
BOOK 05508  
START PAGE 0746  
END PAGE 0747  
INSTRUMENT # 07019  
EXCISE TAX \$372.00  
TAK

Excise Tax \$ 372.00

Tax Lot No. Parcel Identifier No. 07-091-032

Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

Mail after recording to GRANTEE *Ret to:*  
This instrument was prepared by McMILLAN & TERRY, P.A./jo  
Brief description for the Index

Lot 1, Block 23, THE GARDENS AT BRANDON OAKS

**NORTH CAROLINA SPECIAL WARRANTY DEED**

THIS DEED made **March 18, 2011**, by and between

GRANTOR	GRANTEE
<p><b>D.R. Horton, Inc.</b></p> <p>(a Delaware corporation)</p> <p>5402 Casper Drive Charlotte, NC 28214</p>	<p><b>GONZALO CEPEDA</b> and wife, <b>AMERICA CEPEDA</b></p> <p>8011 Fountainbrook Drive Indian Trail, NC 28079</p>

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 the township of County, City of Indian Trail, Union County, North Carolina and more particularly described as follows:

BEING all of Lot 1 in Block 23 of THE GARDENS AT BRANDON OAKS, Phase 9, Map 6, as shown on a plat thereof recorded in Plat Cabinet L at File 39 in the Office of the Register of Deeds for Union County, North Carolina; LESS AND EXCEPT that interest conveyed by Mineral Deed recorded in Book 5379 at Page 670 in the aforesaid Registry.

All or a portion of the property herein conveyed \_\_\_ includes or X does not include the primary residence of the Grantor(s).

The property hereinabove described was acquired by Grantor by instrument recorded in Book 5300, Page 419.

A map showing the above described property is recorded in Plat Book L, page 39.

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 has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

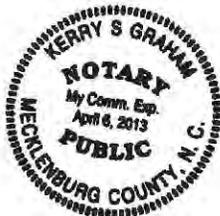
**All such valid and enforceable easements, restrictions and rights of way of record and the lien of ad valorem taxes for the current year which the grantee herein assumes and agrees to pay.**

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

D.R. Horton, Inc.

By: Paul R. Kwiatkowski  
PAUL R. KWIATKOWSKI, ASSISTANT VICE PRESIDENT

SEAL-STAMP



NORTH CAROLINA, Mecklenburg County.

I, a Notary Public of Mecklenburg County, North Carolina, certify that **PAUL R. KWIATKOWSKI, ASSISTANT VICE PRESIDENT**, either being personally known to me or proven by satisfactory evidence (said evidence being a driver's license) personally came before me this day and acknowledged that he is ASSISTANT VICE PRESIDENT of **D.R. Horton, Inc.**, a Delaware corporation, and that he, as Vice President, being authorized to do so, voluntarily executed the foregoing on behalf of said corporation for the purposes therein stated.

Witness my hand and official stamp or seal, this 18th day of March, 2011.

My commission expires: Kerry S. Graham  
4/6/13 KERRY S. GRAHAM, Notary Public

The foregoing Certificate(s) of \_\_\_\_\_ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof \_\_\_\_\_ REGISTER OF DEEDS FOR \_\_\_\_\_ COUNTY  
By \_\_\_\_\_ Deputy/Assistant - Register of Deeds

# PETITION REQUESTING A CONTIGUOUS ANNEXATION

DATE: 8/29/2012

To the Town Council of the Town of Indian Trail, North Carolina:

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 2 below be annexed to the Town of Indian Trail, North Carolina.
2. The area to be annexed is contiguous to the primary limits of the Town of Indian Trail, North Carolina and the boundaries of such territory are as follows:

### SEE ATTACHED DESCRIPTION OF BOUNDARIES

(Copy of Deed or other source containing legal description of properties requesting annexation)

	NAME (print or type)	ADDRESS	SIGNATURE
1.	<u>Sachwinder Singh</u>	<u>1007 Garden Oak Dr.</u>	<u></u>
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

5356  
0529

FILED  
UNION COUNTY, NC  
CRYSTAL CRUMP  
REGISTER OF DEEDS

FILED Jul 01, 2010  
AT 12:03 pm  
BOOK 05356  
START PAGE 0529  
END PAGE 0530  
INSTRUMENT # 16117  
EXCISE TAX (None)  
JT

Excise Tax \$557.00

Tax Lot No. Parcel Identifier No. 07-091-047

Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

Mail after recording to GRANTEE  
This instrument was prepared by McMILLAN & TERRY, P.A./jo  
Brief description for the Index

Lot 15, BRANDON OAKS

**NORTH CAROLINA SPECIAL WARRANTY DEED**

THIS DEED made **June 30, 2010**, by and between

GRANTOR	GRANTEE
<b>D.R. Horton, Inc.</b>  (a Delaware corporation)  PO Box 668608 Charlotte, NC 28266	<b>SACHWINDER SINGH</b> and wife, <b>KAMALJIT SINGH</b>  1007 Garden Oak Drive Indian Trail, NC 28079

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 the township of County, City of Indian Trail, Union County, North Carolina and more particularly described as follows:

BEING all of Lot 15 in Block 24 of The Gardens at Brandon Oaks, Phase 9, Map 6, as shown on a plat thereof recorded in Plat Cabinet L at File 39 in the Office of the Register of Deeds for Union County, North Carolina, to which map reference is hereby made.

All or a portion of the property herein conveyed \_\_\_ includes or X does not include the primary residence of the Grantor(s).

The property hereinabove described was acquired by Grantor by instrument recorded in Book 5300, Page 19.

A map showing the above described property is recorded in Plat Book L, page 39.

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 has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

**All such valid and enforceable easements, restrictions and rights of way of record and the lien of ad valorem taxes for the current year which the grantee herein assumes and agrees to pay.**

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

D.R. Horton, Inc.

By: *Paul R. Kwiatkowski*  
PAUL R. KWIATKOWSKI, ASSISTANT VICE PRESIDENT

SEAL-STAMP



NORTH CAROLINA, Mecklenburg County.

I, a Notary Public of Mecklenburg County, North Carolina, certify that **PAUL R. KWIATKOWSKI, ASSISTANT VICE PRESIDENT**, either being personally known to me or proven by satisfactory evidence (said evidence being a driver's license) personally came before me this day and acknowledged that he is ASSISTANT VICE PRESIDENT of **D.R. Horton, Inc.**, a Delaware corporation, and that he, as Vice President, being authorized to do so, voluntarily executed the foregoing on behalf of said corporation for the purposes therein stated.

Witness my hand and official stamp or seal, this 30<sup>th</sup> day of June, 2010.

My commission expires: *Kerry S. Graham*  
4/6/13 KERRY S. GRAHAM, Notary Public

The foregoing Certificate(s) of \_\_\_\_\_ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof \_\_\_\_\_ REGISTER OF DEEDS FOR \_\_\_\_\_ COUNTY By \_\_\_\_\_ Deputy/Assistant - Register of Deeds





PO Box 2430

Indian Trail, NC 28079

**PLANNING AND NEIGHBORHOOD SERVICES DEPARTMENT**

<b>Case: Annexation #133</b>	
<b>Reference Name</b>	Helmsville Road Annexation - Gulley
<b>Applicant</b>	Gayle Gulley; Barbara Gulley; James Gulley; Suzanne Gulley
<b>Submittal Date</b>	August 2012
<b>Location</b>	A vacant 23.39 acre lot located across the street from 3809 – 3827 Helmsville Rd
<b>Tax Map Number</b>	07-048-018

**Summary**

This is a request by property owners to annex their property (identified above) into the Town of Indian Trail. The Council took the following actions at its October 9, 2012 meeting initiating the annexation process:

1. Adopted a resolution directing the Town Clerk to Investigate the Sufficiency of the Voluntary Annexation Petition; and
2. Certified the Sufficiency of the Annexation Petition; and
3. Adopted a resolution setting the public hearing to November 13, 2012.

**Background and Analysis**

The subject property is a vacant 23.39 acre parcel located on Helmsville Road across the street from 3809 – 3827 Helmsville Road within unincorporated Union County. This property is primarily undisturbed land with an existing healthy tree line however constrained by South Fork Crooked Creek and associated floodplain. The subject property is surrounded primarily by the Town’s existing jurisdictional boundaries. The following consistency finding, pursuant to NCGS § 160A-31(d) regarding voluntary annexations in North Carolina, must be made for the annexation to be valid:

The Town Council of Indian Trail finds that, pursuant to the requirements of NCGS § 160A-31(d), that the proposed Annexation Ordinance #133 petition offered by the applicants does in fact meet all requirements for a proper voluntary annexation under North Carolina law and is found to be valid in form and manner.

**Staff Recommendation** -Staff recommends to the Town Council the following actions:

- 1.) Receive this staff report and public testimony on this annexation.
- 2.) Make the required finding in accordance with NCGS § 160A-31(d) reading into the record the statement above; and
- 3.) Make a motion to approve/disapprove extending the corporate limits of the Town of Indian Trail to include Annexation Ordinance #133 establishing the effective date of the annexation as November 14, 2012.



**Staff Contact**

Shelley DeHart, AICP  
704 821-5401  
srd@planning.indiantrail.org

Attachment One: Proposed Annexation Ordinance #133 w/Legal Description  
Attachment Two: Petition Application for Proposed Voluntary Annexation w/Maps

**TC ATTACHMENT ONE**

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF  
INDIAN TRAIL, NORTH CAROLINA**

**ANNEXATION ORDINANCE #133- Vacant 23.39 acre parcel located on Helmsville Rd  
identified at Tax Parcel 07-048-018 Owned by the Gulley Family**

**WHEREAS**, the Town Council has been petitioned pursuant to N.C.G.S. Chapter 160A, Article 4A, Part 1 to annex the area described below; and

**WHEREAS**, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

**WHEREAS**, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of annexation was held at the Town Hall at 6:30 PM on the 13th day of November, 2012, after due notice by the Charlotte Observer – Union County Section newspaper; and

**WHEREAS**, the Town Council finds that the petition meets the requirements of G.S. 160A-31(d);

**NOW, THEREFORE BE IT ORDAINED** by the Town Council of the Town of Indian Trail, North Carolina that:

Section 1. By Virtue of the authority granted pursuant to N.C.G.S. Chapter 160A, Article 4A, Part 1, the following described territory is hereby annexed and made part of the Town of Indian Trail, North Carolina as of the 13<sup>th</sup> day of November, 2012:

See Attached Metes and Bounds Description

Section 2. Upon and after the 14th day of November, 2012, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Indian Trail, North Carolina and shall be entitled to the same privileges and benefits as other parts of the Town of Indian Trail, North Carolina. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Indian Trail, North Carolina shall cause to be recorded in the office of the Register of Deeds of Union County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Board of Elections, as required by G.S. 163-288.1.

Section 4. The Attorney of the Town of Indian Trail, North Carolina shall submit in the Office of the United States Attorney General, in accordance with Section 5 of the Voting Rights Act of 1965, codified as 42 U.S.C. 1973c, documents and materials required for review pursuant to federal law.

Adopted this 13th day of November, 2012.

TOWN OF INDIAN TRAIL

BY: \_\_\_\_\_  
Michael L. Alvarez, Mayor

ATTEST:

\_\_\_\_\_  
Peggy Piontek, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Keith J. Merritt, Town Attorney

## Metes and Bounds Description For Annexation 133

### Exhibit A

BEGINNING at a point in State Road No. 1551, commonly called Helmsville Road, said point being approximately 1700 feet from U.S. Highway No. 74, common corner with the I.F. Plyler, Jr. and the Worth S. Helms property and runs thence North 29 deg. 15 min. 05 sec. West 66.51 feet to a stone in the Plyler-Cora Miller corner: thence North 3 deg. 45 min. 35 sec. West 415.10 feet to an iron pin; thence North 51 deg. 14 min. 55 sec. West 462.13 feet to the center line of Spring Branch as witnessed by an old pin on the South side of the Branch; thence down and with the center line of Spring Branch five calls as follows: 1<sup>st</sup> North 17 deg. 44 min. 40 sec. East 26.34 feet; 2<sup>nd</sup>, North 50 deg. 04 min. 30 sec. East 55 feet; 3<sup>rd</sup>, North 51 deg. 03 min. 30 sec. West 51.50 feet; 4<sup>th</sup>, North 23 deg. 55 min. 30 sec. East 35 feet; 5<sup>th</sup>, North 40 deg. 23 min. 40 sec. East 63.22 feet to a point in the center line of Crooked Creek; thence North 2 deg. 53 min. 20 sec. East 739.48 feet to an old iron rod crossing an iron pipe witness 30 feet from the Beginning; thence South 61 deg. 43 min. 30 sec. East 336 feet to an iron pipe crossing the James Sustar corner 59.93 feet from the beginning as witnessed by an iron pipe; thence South 6 deg. 49 min. 10 sec. East 732.57 feet crossing Crooked Creek to an old flat iron; thence South 67 deg. 29 min. 30 sec. East 290 feet to an iron pipe near Crooked Creek; thence North 88 deg. 48 min. 30 sec. East 285 feet to an iron pipe set on the South bank of Crooked Creek; thence South 60 deg. 43 min. 30 sec. East 38.59 feet to an iron rod found on the South bank of Crooked Creek, now or formerly Melvin T. Graham corner; thence South 66 deg. 19 min. 45 sec. East 104.73 feet to an old axle on the South bank of Crooked Creek; thence South 6 deg. 51 min. 10 sec. East 811.07 feet crossing Helmsville Road to an iron rod on the Southern edge of the road in the line of the property formerly deeded to W.A. Helms; thence along and with the old line near the Southern edge of Helmsville Road (S.R. #1551) 1<sup>st</sup>. North 76 deg. 44 min. 15 sec. West 175.41 feet to an old iron rod; 2<sup>nd</sup>, North 76 deg. 40 min. 10 sec. West 85.23 feet to an old iron rod; 3<sup>rd</sup>, North 77 deg. 7 min. 35 sec. West 192.87 feet to an old iron pipe; 4<sup>th</sup>, North 77 deg. 7 min. 0 sec. West 91.99 feet to an old iron pipe; 5<sup>th</sup>, North 76 deg. 39 min. 35 sec. West 339.39 feet to the railroad spike in State Road No. 1551, point of Beginning and containing 23.39 acres as surveyed by Edward L. Killough, July 6, 1977 and being the Monroe Kinsey Heirs property in Vance Township as platted and recorded in the Office of the Register of Deeds of Union County. For further reference see deed recorded in Deed Book 87, page 521 and the Wills of Monroe Kinsey and wife, Ibbie Kinsey.

And being the same property inherited by Edna Moore Gulley from James S. Galley. For additional reference, also see Deed recorded in Deed Book 453 at Page 639 whereby Edna Moore Gulley conveyed all of her interest to her two daughters, Jacqueline Gulley Brewer and Miraim Diane Gulley Zebke. Said daughters may also have inherited interest in said property from their father, James S. Gulley.

**TC ATTACHMENT TWO**

# PETITION REQUESTING A CONTIGUOUS ANNEXATION

DATE: 8/15/2012

To the Town Council of the Town of Indian Trail, North Carolina:

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 2 below be annexed to the Town of Indian Trail, North Carolina.
2. The area to be annexed is contiguous to the primary limits of the Town of Indian Trail, North Carolina and the boundaries of such territory are as follows:

SEE ATTACHED DESCRIPTION OF BOUNDARIES  
(Copy of Deed or other source containing legal description of properties requesting annexation)

	NAME (print or type)	ADDRESS	SIGNATURE
1.	<u>Gayle R. Gulley</u>	<u>8 Badger Dr, Taylors, SC</u>	<u>Gayle R. Gulley</u>
2.	<u>Barbara W. Gulley</u>	<u>8 Badger Dr, Taylors, SC</u>	<u>Barbara W. Gulley</u>
3.	<u>James M. Gulley</u>	<u>2009 Kenisay Dr., Matthews, NC</u>	<u>James M. Gulley</u>
4.	<u>Suzanne H. Gulley</u>	<u>2009 Kenisay Dr., Matthews, NC</u>	<u>Suzanne H. Gulley</u>
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

and others, and bounded as follows, viz:

BEGINNING at a point in State Road No. 1551, commonly called Helmsville Road, said point being approximately 1700 feet from U. S. Highway No. 74, common corner with the I. F. Plyler, Jr. and the Worth S. Helms property and runs thence North 29 deg. 15 min. 05 sec. West 66.51 feet to a stone in the Plyler Cora Miller corner; thence North 3 deg. 45 min. 35 sec. West 415.10 feet to an iron pin; thence North 51 deg. 14 min. 55 sec. West 462.13 feet to the center line of Spring Branch as witnessed by an old pin on the South side of the Branch; thence down and with the center line of Spring Branch five calls as follows: 1st. North 71 deg. 44 min. 40 sec. East 26.34 feet; 2nd. North 50 deg. 04 min. 30 sec. East 55 feet; 3rd. North 51 deg. 03 min. 30 sec. West 51.50 feet; 4th. North 23 deg. 55 min. 30 sec. East 35 feet; 5th. North 40 deg. 23 min. 40 sec. East 63.22 feet to a point in the center line of Crooked Creek; thence North 2 deg. 53 min. 20 sec. East 739.48 feet to an old iron rod crossing an iron pipe witness 30 feet from the Beginning; thence South 61 deg. 43 min. 30 sec. East 336 feet to an iron pipe crossing the James Frank Sustar corner 59.93 feet from the Beginning as witnessed by an iron pipe; thence South 6 deg. 49 min. 10 sec. East 732.57 feet crossing Crooked Creek to an old flat iron; thence South 67 deg. 29 min. 30 sec. East 290 feet to an iron pipe near Crooked Creek; thence North 88 deg. 48 min. 30 sec. East 285 feet to an iron pipe set on the South bank of Crooked Creek; thence South 60 deg. 43 min. 30 sec. East 38.59 feet to an iron rod found on the South bank of Crooked Creek, now or formerly Melvin T. Graham corner; thence South 66 deg. 19 min. 45 sec. East 104.73 feet to an old axle on the South bank of Crooked Creek; thence South 6 deg. 51 min. 10 sec. East 811.07 feet crossing Helmsville Road to an iron rod on the Southern edge of the road in the line of the property formerly deeded to W. A. Helms; thence along and with the old line near the Southern edge of Helmsville Road (S. R. #1551) 1st. North 76 deg. 44 min. 15 sec. West 175.41 feet to an old iron rod; 2nd. North 76 deg. 40 min. 10 sec. West 85.23 feet to an old iron rod; 3rd. North 77 deg. 7 min. 35 sec. West 192.87 feet to an old iron pipe; 4th. North 77 deg. 7 min. 0 sec. West 91.99 feet to an old iron pipe; 5th. North 76 deg. 39 min. 35 sec. West 339.39 feet to the railroad spike in State Road No. 1551, point of Beginning and containing 23.39 acres as surveyed by Edward L. Killough, July 6, 1977 and being the Monroe Kinsey Heirs property in Vance Township as platted and recorded

1668  
0727

BK 1668PG727

74147

UNION COUNTY NC 10/22/2001  
\$40.00  
STATE OF NORTH CAROLINA  
Real Estate Excise Tax

Filed for record  
Date 10.22.2001  
Time 12:25 o'clock Pm  
JUDY G. PRICE, Register of Deeds  
Union County, Monroe, North Carolina

Recording Time, Book and Page

Excise Tax \$40.00

Tax Lot No. 07-048-018 Parcel Identifier No.  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_

Mail after recording to GRANTEE  
This instrument was prepared by Michael J. Kammy, Attorney 16493

Brief Description for the index 23.39 Acres, Vance Twp.

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 12<sup>th</sup> day of October, 2001, by and between

GRANTOR	GRANTEE
MIRAIM DIANE GULLEY ZEBKE and husband, BARRY G. ZEBKE	GAYLE R. GULLEY (Married)
	<u>Grantee's Address:</u> 8 Badger Drive Taylors, SC 29687

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 of Grantor's interest in and to that certain lot or parcel of land situated in the City of , Vance Township, County, North Carolina and more particularly described as follows:

[SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.]

The property hereinabove described was acquired by Grantor by instrument recorded in Book 453, Page 639.

A map showing the above described property is recorded in Plat Book , Page .

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 except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

All easements, restrictions and rights of way of record and the lien for the current year ad valorem taxes which have been prorated at closing and assumed by the Grantee(s) herein.

Grantor, Barry G. Zebke, does not give any warranties, but executes this Deed only to convey any and all rights he may acquired in the property by virtue of his marriage to Miriam Diane Gulley Zebke.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

\_\_\_\_\_  
(Corporate Name) Miriam Diane Gulley Zebke (SEAL)  
MIRIAM DIANE GULLEY ZEBKE

By: \_\_\_\_\_  
\_\_\_\_\_  
President Barry G. Zebke (SEAL)  
BARRY G. ZEBKE

ATTEST: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
Secretary (Corporate Seal)



I, \_\_\_\_\_, Notary Public of the County and State aforesaid, certify that MIRIAM DIANE GULLEY ZEBKE and husband, BARRY G. ZEBKE, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12 day of Oct, 2001.

My commission expires: My Commission Expires February 26, 2003  
David B. Hefner Notary Public

SEAL-STAMP NORTH CAROLINA, Mecklenburg County.  
I, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that he/she is \_\_\_\_\_ Secretary of \_\_\_\_\_, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal and attested by him/her as its \_\_\_\_\_ Secretary. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: / / \_\_\_\_\_ Notary Public

The foregoing Certificate(s) of Elizabeth B. Hefner, NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and in the Book and Page shown on the first page hereof.

JUDY G. PRICE REGISTER OF DEEDS FOR Union COUNTY  
By Sherena Ciocca Deputy/Assistant-Register of Deeds.

## Exhibit A

BEGINNING at a point in State Road No. 1551, commonly called Helmsville Road, said point being approximately 1700 feet from U.S. Highway No. 74, common corner with the I.F. Plyler, Jr. and the Worth S. Helms property and runs thence North 29 deg. 15 min. 05 sec. West 66.51 feet to a stone in the Plyler-Cora Miller corner; thence North 3 deg. 45 min. 35 sec. West 415.10 feet to an iron pin; thence North 51 deg. 14 min. 55 sec. West 462.13 feet to the center line of Spring Branch as witnessed by an old pin on the South side of the Branch; thence down and with the center line of Spring Branch five calls as follows: 1<sup>st</sup> North 17 deg. 44 min. 40 sec. East 26.34 feet; 2<sup>nd</sup>. North 50 deg. 04 min. 30 sec. East 55 feet; 3<sup>rd</sup>. North 51 deg. 03 min. 30 sec. West 51.50 feet; 4<sup>th</sup>. North 23 deg. 55 min. 30 sec. East 35 feet; 5<sup>th</sup>. North 40 deg. 23 min. 40 sec. East 63.22 feet to a point in the center line of Crooked Creek; thence North 2 deg. 53 min. 20 sec. East 739.48 feet to an old iron rod crossing an iron pipe witness 30 feet from the Beginning; thence South 61 deg. 43 min. 30 sec. East 336 feet to an iron pipe crossing the James Sustar corner 59.93 feet from the beginning as witnessed by an iron pipe; thence South 6 deg. 49 min. 10 sec. East 732.57 feet crossing Crooked Creek to an old flat iron; thence South 67 deg. 29 min. 30 sec. East 290 feet to an iron pipe near Crooked Creek; thence North 88 deg. 48 min. 30 sec. East 285 feet to an iron pipe set on the South bank of Crooked Creek; thence South 60 deg. 43 min. 30 sec. East 38.59 feet to an iron rod found on the South bank of Crooked Creek, now or formerly Melvin T. Graham corner; thence South 66 deg. 19 min. 45 sec. East 104.73 feet to an old axle on the South bank of Crooked Creek; thence South 6 deg. 51 min. 10 sec. East 811.07 feet crossing Helmsville Road to an iron rod on the Southern edge of the road in the line of the property formerly deeded to W.A. Helms; thence along and with the old line near the Southern edge of Helmsville Road (S.R. #1551) 1<sup>st</sup>. North 76 deg. 44 min. 15 sec. West 175.41 feet to an old iron rod; 2<sup>nd</sup>. North 76 deg. 40 min. 10 sec. West 85.23 feet to an old iron rod; 3<sup>rd</sup>. North 77 deg. 7 min. 35 sec. West 192.87 feet to an old iron pipe; 4<sup>th</sup>. North 77 deg. 7 min. 0 sec. West 91.99 feet to an old iron pipe; 5<sup>th</sup>. North 76 deg. 39 min. 35 sec. West 339.39 feet to the railroad spike in State Road No. 1551, point of Beginning and containing 23.39 acres as surveyed by Edward L. Killough, July 6, 1977 and being the Monroe Kinsey Heirs property in Vance Township as platted and recorded in the Office of the Register of Deeds of Union County. For further reference see deed recorded in Deed Book 87, page 521 and the Wills of Monroe Kinsey and wife, Ibbie Kinsey.

And being the same property inherited by Edna Moore Gulley from James S. Galley. For additional reference, also see Deed recorded in Deed Book 453 at Page 639 whereby Edna Moore Gulley conveyed all of her interest to her two daughters, Jacqueline Gulley Brewer and Miraim Diane Gulley Zebke. Said daughters may also have inherited interest in said property from their father, James S. Gulley.

1668  
0730

BK 1668 PG 730

74148

UNION COUNTY NC 10/22/2001  
\$40.00  
STATE OF NORTH CAROLINA  
Real Estate Excise Tax

Filed for record  
Date 10.22.2001  
Time 12:25 o'clock PM  
JUDY G. PRICE, Registrar of Deeds  
Union County, Monroe, North Carolina

Recording Time, Book and Page

Excise Tax \$40.00

Tax Lot No. 07-048-018 Parcel Identifier No.  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_

Mail after recording to GRANTEE  
This instrument was prepared by Michael J. Kammy, Attorney 16493

Brief Description for the index 23.39 Acres, Vance Twp.

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 12<sup>th</sup> day of October, 2001, by and between

GRANTOR  
JACQUELINE GULLEY (Unmarried)  
[formerly JACQUELINE GULLEY BREWER]

GRANTEE  
JAMES M. GULLEY (Married)

Grantee's Address:  
2009 Kimway Drive  
Matthews, NC 28105

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 of Grantor's interest in and to that certain lot or parcel of land situated in the City of , Vance Township, County, North Carolina and more particularly described as follows:

[SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN.]

The property hereinabove described was acquired by Grantor by instrument recorded in Book 453, Page 639.

A map showing the above described property is recorded in Plat Book , Page .

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 except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

All easements, restrictions and rights of way of record and the lien for the current year ad valorem taxes which have been prorated at closing and assumed by the Grantee(s) herein.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

\_\_\_\_\_  
(Corporate Name) Jacqueline Gulley (SEAL)  
By: JACQUELINE GULLEY

\_\_\_\_\_  
President \_\_\_\_\_ (SEAL)

ATTEST:  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Secretary (Corporate Seal)



NORTH CAROLINA, Mecklenburg County.  
I, a Notary Public of the County and State aforesaid, certify that JACQUELINE GULLEY, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12 day of Oct, 2001.

My commission expires: 1/26/2003  
[Signature] Notary Public

SEAL-STAMP NORTH CAROLINA, Mecklenburg County.  
I, a Notary Public of the County and State aforesaid, certify that , personally came before me this day and acknowledged that he/she is \_\_\_\_\_ Secretary of , a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal and attested by him/her as its \_\_\_\_\_ Secretary. Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: / /  
\_\_\_\_\_  
Notary Public

The foregoing Certificate(s) of Elizabeth B. Hefner, NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and in the Book and Page shown on the first page hereof.

JUDY G. PRICE

REGISTER OF DEEDS FOR Union COUNTY

By Verma Ciocca Deputy/Assistant-Register of Deeds.

## Exhibit A

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And being the same property inherited by Edna Moore Gulley from James S. Galley. For additional reference, also see Deed recorded in Deed Book 453 at Page 639 whereby Edna Moore Gulley conveyed all of her interest to her two daughters, Jacqueline Gulley Brewer and Miraim Diane Gulley Zebke. Said daughters may also have inherited interest in said property from their father, James S. Gulley.

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**INDIAN TRAIL**  
 north carolina  
 P.O. Box 2430  
 Indian Trail, North Carolina 28079  
 Telephone (704) 821-5401  
 Fax (704) 821-9045  
**PLANNING AND NEIGHBORHOOD SERVICES**

**Planning Board Transmittal for the November 13, 2012 Public Hearing**

<b>Case: CZ 2012-003 Meridian Apartment</b>			
<b>Reference Name</b>	<b>Meridian Conditional Zoning District</b>		
<b>Planning Board Meeting Date</b>	October 16, 2012		
<b>Members Present</b>	Chair Cowan <input checked="" type="checkbox"/>	Jan Brown <input checked="" type="checkbox"/>	Larry Miller <input type="checkbox"/>
	Vice-Chair Higgins <input checked="" type="checkbox"/>	Kelly D' Onofrio <input checked="" type="checkbox"/>	Robert Rollins <input checked="" type="checkbox"/>
	Sidney Sandy <input type="checkbox"/>	Cheryl Mimy <input checked="" type="checkbox"/> Alternate 1 (Present non-voting)	Steve Long <input checked="" type="checkbox"/> Alternate 2
	Alan Rosenberg <input checked="" type="checkbox"/> Alternate 3		
<b>Case Found Complete</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
<b>Motion</b>	Recommend approval to Town Council as Conditioned		
<b>Member Making the Motion</b>	Boardmember Long		
<b>Second the Motion</b>	Boardmember Rollins		
<b>Vote</b>	Unanimous Recommendation to Approve		

**Request:** This is a request to establish a Conditional Multi-family Residential Zoning District (CZ-MFR) for an existing 15.59 acre apartment complex known as the Meridian Apartments located within the 74 Business Corridor. The existing complex consists of 252 apartment units authorized by the Town in Special Use Permit 2001-012. The intent of this request is to support the existing development in the form of a Conditional Zoning District which, if approved, will safeguard the development (as built) in the future. The request includes enhancing the existing development by installing five streetlights adjacent to Faith Church Road, the dedication of, and construction of, a segment of the future Carolina Thread Trail, and additional screening.

**Town Council Action:** *Receive transmittal report and public testimony and:*

1. *Concur with the findings and transmittal of the Planning Board to approve; or*
2. *Concur with the findings and approve as modified by Council; or*
3. *Do not make the findings and disapprove the amendment.*

## **Executive Summary**

The applicant filed this Conditional Zoning District request in an effort to secure the density (number of units) and parking space requirements of the existing development for future years. The process of establishing a Conditional Use Zoning District allows for some flexibility in development while conditioning the zoning district. It can be viewed as a “customized zoning district.” This development, as authorized under the Special Use Permit, has led to non-conforming aspects on this site in the area of parking and density. It is not unusual for developments in general to gain non-conforming status due to changes in zoning regulations over long periods of time. The concern from a property owner perspective, or investor, is if the site were to undergo a disaster that destroyed over 50 percent of the site, the site could only redevelop in compliance with ordinances in place at that time. A conditional zoning district (customized zoning district) would **protect** the property owner’s investment.

## **Site Improvements Offered in Conditional Zoning District**

### **Lighting Fixtures**

The applicant is proposing to install up to five (5) new street lights adjacent to Faith Church Road. This segment of Faith Church Road lacks street lights other than two existing lights located at the driveway to the apartment complex. Providing decorative pedestrian light fixtures, consistent with existing style, will provide a more safe experience for both pedestrian and vehicles.

### **Greenway**

The applicant has also offered to construct a segment of the future Carolina Thread Trail (greenway) within the open space area at the east property line. This segment would include a connection to the existing sidewalk on Faith Church Road. A public easement will have to be recorded dedicated to the Town for the purpose of a public greenway. A conceptual design of the greenway as well as future light fixture locations is provided in Attachment 1. The applicant will be required to submit a site plan for approval by the Town for the greenway and sidewalk connection prior to installation.

## **Planning Board**

This project was heard by the Planning Board at its October 16, 2012 public meeting. After receiving the report, and public comments, the Board discussed aspects of the greenway, lighting locations adjacent to Faith Church Road, and issues voiced by adjacent residents as outlined in Attachment one (Planning Board Report). Based on the discussion, draft condition #4 was modified to include the requirement to a timer on the trash compactor.

After deliberations the Board motioned to make the findings and transmit a recommendation to approve as conditioned. The Draft Conditions are:

1. The property owner shall record a ten (10) foot wide public easement for the purpose of a greenway. The easement shall be located adjacent to the east property line of the subject property.
2. The property owner shall construct a 10-foot wide greenway path consistent with the requirements of the Carolina Thread Trail. Said greenway shall include a connection to the existing sidewalk located on Faith Church Road.

3. The property owner shall install five (5) street lights adjacent to Faith Church Road. Lights shall be decorative acorn style similar to existing lights located at the developments access driveway.
4. The property owner shall explore the possibility of relocating the garbage compactor towards the east side of the development. If the unit cannot be relocated, supplemental landscaping shall be provided between the compactor and neighboring properties of the Traewyck subdivision. The applicant shall install a timer on the Compactor to prevent operation during evening hours.
5. All conditions shall be met within two years of the establishment of the Conditional Zoning District. The Town Council may act to revoke the conditional zoning district designation if the applicant fails to meet the terms of the district.

The draft findings made were:

*Goal 1.3.1 Quality of Life* - The proposed conditional zoning district will meet the goal of providing a diverse range of housing options in order to provide affordable living opportunities for a wide range of residents. It will also establish the first public greenway segment of the future Carolina Thread Trail providing an opportunity for public recreation within the Town.

The request for this Conditional Zoning District is a reasonable request and is in the public interest because it maintains a needed land use as identified in the Comprehensive Plan and includes improvements that benefit the general public in the area of lighting and greenway trails.

### **Suggested Modified Condition**

A follow-up meeting was held with the applicant's representatives, the HOA President of Traewyck, an adjacent property owner in Traewyck, and staff. We discussed condition 4- related to the existing trash compactor impacts and possible mitigation options. The group agreed upon the following mitigation:

***Condition 4:*** *To mitigate impacts associated with the garbage compactor, the property owner shall:*

1. *Install a timer on the compactor to regulate hours of operations; and*
2. *A cabinet will be constructed around the compactor hydraulic pump to aid in noise abatement; and*
3. *The garbage compactor shall be professionally sanitized once a month during the summer months from June to September.*
4. *The compactor enclosure shall be maintained and repaired if needed.*
5. *A maximum of 25 Leland Cypress trees are to be installed on two adjacent properties: 3512 and 3508 Selway Drive within the Traewyck Subdivision as agreed by current property owners. Said trees shall be planted a minimum of 10-feet on center to create a landscape screen. Private property owners of 3512 and 3508 will maintain screening landscape material upon completion of installation by the applicant.*

Based on this modified condition, staff is recommending the following Council action:

**Suggested Motion:**

- *Motion to adopt the consistency findings as read into the record and found within the attached ordinance; and*
- *Approve CZ 2012-003 establishing a Conditional Multi-Family Zoning District for the subject property including the modification of Condition 4 as presented.*

**Staff Contact**

Shelley DeHart, AICP  
srd@planning.indiantrail.org  
(704) 821-5401

Attachment 1- Planning Board Report

Attachment 2- Draft Ordinance

**TOWN COUNCIL ATTACHMENT 1**



P.O. Box 2430  
 Indian Trail, North Carolina 28079  
 Telephone (704) 821-5401

PLANNING AND NEIGHBORHOOD SERVICES DEPARTMENT

**Conditional Zoning Staff Report**

<b>Case: CZ 2012-003</b>			
<b>Reference Name</b>	Meridian Apartments		
<b>Request</b>	Proposed Zoning	Conditional Zoning Multi-Family Residential District (CZ-MFR)	
	Proposed Uses	Residential Apartments	
<b>Existing Site Characteristics</b>	Existing Zoning	Multi-family Residential (MFR)	
	Existing Use	252 unit Apartment Complex	
	Site Acreage	15.59 acres	
<b>Applicant</b>	S. Stephen Goodwin		
<b>Submittal Date</b>	September 11, 2012		
<b>Location</b>	1101 Flagstone Drive, Indian Trail		
<b>Tax Map Number(s)</b>	07-066-013E		
<b>Plan Consistency</b>	Comprehensive Plan	Designation	Hwy 74 Corridor
		Consistent with Request	Yes
<b>Recommendations &amp; Comments</b>	Planning Staff	Recommends approval of a Conditional Zoning District	

**Project Summary**

This is a request to establish a Conditional Multi-family Residential Zoning District (CZ-MFR) for an existing 15.59 acre apartment complex known as the Meridian Apartments located within the 74 Business Corridor (Attachment 1). The subject property is developed as an apartment complex consisting of 252 units authorized by the Town in Special Use Permit 2001-012. The intent of this request is to support the existing development in the form of a Conditional Zoning District which, if approved, will safeguard the development (as built) in the future. The request includes enhancing the existing development by installing five streetlights adjacent to Faith Church Road and dedication of, and constructing of, a segment of the future Carolina Thread Trail.

**Recommendation**

Staff is of the opinion the necessary findings can be made to support a Conditional Zoning request.

## Background -History

Based on information provided in Town records, the subject property was annexed into the Town as part of a larger annexation with an understanding it would be developed as a mix of single-family dwellings and apartments as approved by the County.<sup>1</sup> The property was zoned as R-6 residential by the Town which allowed both single-family and multi-family development. This annexation eventually developed as the subdivision Traewyck and the Meridian Apartments. Records state the property was vested for 215 multi-family units. A developer, the R. D. Harrell Company, pursued a Special Use Permit (SUP 2001-012) requesting an additional 37 units prior to construction of the complex. The Board of Adjustment heard the request and approved the SUP on October 25, 2001 thus granting a total of 252 multi-family units. The permits were released to construct the apartment complex mid-2002 and completion of the complex occurred mid-2003. The Town revisited the development in 2006 based on a voiced concern regarding screening requirements and found supplemental landscaping was required. The property owner planted an additional 55 Loblolly Pines adjacent to the single-family residential neighborhood and the case was closed.

## Request for Conditional Zoning District (CZ)

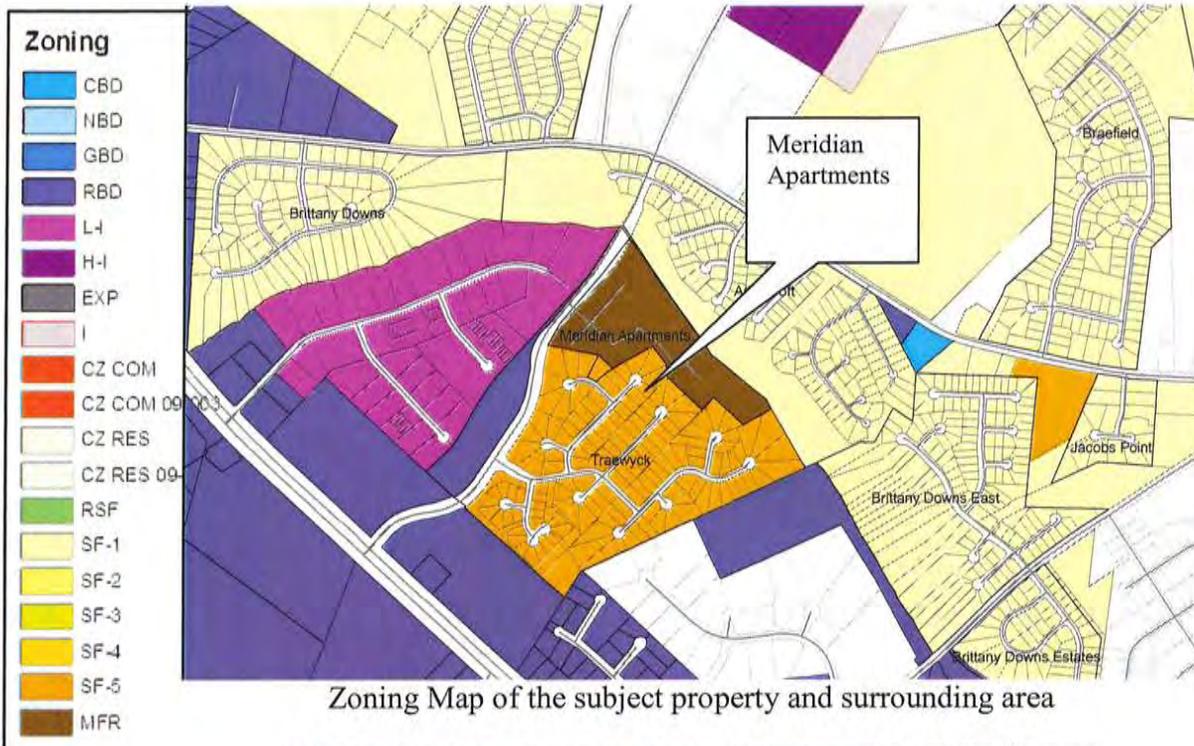
The applicant filed this Conditional Zoning District request in an effort to vest the density (number of units) and parking space requirements in future years. The process of establishing a Conditional Use Zoning District allows for some flexibility in development while conditioning the zoning district. It can be viewed as a “customized zoning district.” This development, as authorized under the Special Use Permit, has lead to non-conforming aspects on this site. It is not unusual for developments in general to gain non-conforming status due to changes in zoning regulations over long periods of time. The concern from a property owner perspective, or investor, is if the site were to undergo a disaster that destroyed over 50 percent of the site, the site could only redevelop in compliance with ordinances in place at that time. A conditional zoning district (customized zoning district) would protect the property owner’s investment.

## Analysis

The subject property is approximately 15.59 acres in size and is developed with a 252 unit multi-family residential apartment complex located just off of Faith Church Road between U. S. Hwy 74 and Unionville Indian Trail Road. The property is currently zoned Multi-Family Residential which provides for multi-family residential use. The density (252 units) authorized by Special Use Permit 2001-012 is considered non-conforming because it exceeds the maximum number authorized under the base zoning MFR (maximum 12 du/ac) of the Unified Development Ordinance (UDO). The property as developed is just over sixteen (16) du/acre therefore considered non-conforming. The second non-conforming aspect is the parking. The development consists of 414 parking spaces through-out the apartment complex. Based on today’s regulations, this development would require the following:

<b>Bedroom</b>	<b># units</b>	<b>Req. Space</b>	<b>Total Required</b>
<b>One Bedrooms</b>	72	1.5	108
<b>Two Bedrooms</b>	120	2	240
<b>Three Bedrooms</b>	60	2.5	150
<b>Total Required</b>			<b>498</b>
Plus Visitor Parking at 1 space/ 4 required = 124			<b>622 Total</b>

<sup>1</sup> Indian Trail Board of Adjustment Minutes – October 25, 2001- page 4



### Site Characteristics

The subject property consists of thirteen apartment buildings and a pool and clubhouse. The 100-year floodplain encroaches onto the property adjacent to the east property line. This area is currently open space and has been identified as a possible greenway for the future Carolina Thread Trail in the Union County Thread Trail Plan.



### **Comments from Outside Agencies**

The Town routed plans to solicit comments from outside agencies such as Union County Public Works. No comments were received.

### **Community Meetings**

In addition to the research gathered by the Town, the applicant held two community meetings as required by UDO Section 330.020. The purpose of the meetings is to address comments and concerns from surrounding property owners. Notices for the community meetings consisted of advertising in the newspaper, sending first class mailed notices to the property owners and surrounding properties within 500 feet, and posting signs on the site. The first community meeting was held at the Town Hall Civic Building on October 2, 2012 from 7:00PM-9:00PM. The second community meeting was held on October 3, 2012 at the Apartment Clubhouse from 1:00PM-3:00PM. No public attendees were at either meeting. Staff received phone calls and a visit from an adjacent property owner in the project area.

Concerns voiced were:

1. Overall risk and previous vandalism that seems to be tied to the apartment complex – Ashe Croft Resident
2. Incidents of potential forest fires within wooded area – Ashe Croft Resident
3. Security Lights needed between Ashe Croft and the apartments – Ashe Croft Resident
4. Noise associated with the apartment trash compactor, which is located adjacent to the Traewyck neighborhood. This compressor will activate sometimes during the middle of the night. It was suggested that the compactor be relocated towards the open space side of the complex or provide additional screening for adjacent residents.
5. Smell associated with the apartment trash compactor during the peak summer heat – Traewyck resident.

These concerns were transmitted to the applicant via email.

### **Site Improvements Offered in Conditional Zoning District**

The applicant is proposing to install up to five (5) new street lights adjacent to Faith Church Road. This segment of Faith Church Road lacks street lights other than two existing located at the driveway to the apartment complex.

The applicant has also offered to construct a segment of the future Carolina Thread Trail (greenway) within the open space area at the east property line. This segment would include a connection to the existing sidewalk on Faith Church Road. A public easement will have to be recorded dedicated to the Town for the purpose of a public greenway. Attachment 3 provides a conceptual design of the greenway as well as future streetlight locations. This is a concept plan only. The applicant will be required to submit a site plan for approval by the Town for the greenway and sidewalk connection prior to installation.

### **Plan Consistency**

The property is located in the Hwy 74 Business Corridor of the Comprehensive Plan. This corridor provides opportunity for a variety of retail, office, entertainment, and lodging opportunities. Supporting high density residential is also a key component to the success of this corridor. Approximately 168 acres of the total 1,111 total acres is earmarked for high density residential accommodating approximately 2,500 people at build-out. Since the multi-family development is an existing land use, it does not change the land use make-up of the corridor. The subject property accounts for nine (9) percent of the total future high density residential use in the corridor. This is consistent with the intent of the Comprehensive Plan.

### **Action Required**

The Planning Board must adopt a statement of consistency and reasonableness prior to making a motion for recommendation. The finding must be made that the proposed amendment is both reasonable and consistent with the Comprehensive Plan. Staff is of the opinion the goals of the Comprehensive Plan are satisfied as follows:

*Goal 1.3.1 Quality of Life* - The proposed conditional zoning district will meet the goal of providing a diverse range of housing options in order to provide affordable living opportunities for a wide range of residents. It will also establish the first public greenway segment of the future Carolina Thread Trail providing an opportunity for public recreation within the Town.

The request for this Conditional Zoning District is a reasonable request and is in the public interest because it maintains a needed land use as identified in the Comprehensive Plan and includes improvements that benefit the general public in the area of lighting and greenway trails.

**Draft Conditions:**

1. The property owner shall record a ten (10) foot wide public easement for the purpose of a greenway. The easement shall be located adjacent to the east property line of the subject property.
2. The property owner shall construct a 10-foot wide greenway path consistent with the requirements of the Carolina Thread Trail. Said greenway shall include a connection to the existing sidewalk located on Faith Church Road.
3. The property owner shall install five (5) street lights adjacent to Faith Church Road. Lights shall be decorative acorn style similar to existing lights located at the developments access driveway.
4. The property owner shall explore the possibility of relocating the garbage compactor towards the east side of the development. If the unit cannot be relocated, supplemental landscaping shall be provided between the compactor and neighboring properties of the Traewyck subdivision.
5. All conditions shall be met within two years of the establishment of the Conditional Zoning District. The Town Council may act to revoke the conditional zoning district designation if the applicant fails to meet the terms of the district.

**Recommendation**

Staff is of the opinion that the findings can be made to support a conditional zoning district for the subject property. The proposed conditional rezone is consistent with the town's Comprehensive Plan.

**Attachment 1** – Application

**Attachment 2** – Site Plan

**Attachment 3** – Conceptual Greenway Plan

**Staff Contact**

Shelley DeHart, AICP

704 821-5401

[srd@planning.indiantrail.org](mailto:srd@planning.indiantrail.org)

**PB Attachment 1**  
Application



S. STEPHEN GOODWIN, JR.  
WESLEY S. HINSON

SHELLEY K. LEVINE\*  
WESLEY F. FAULK\*

\*ALSO ADMITTED IN SOUTH CAROLINA

September 11, 2012

Shelley R. DeHart  
Planning Director  
Town of Indian Trail  
P.O. Box 2430  
Indian Trail, NC 28079

Re: Conditional Zoning Application  
Meridian Apartments  
1101 Flagstone Drive  
Indian Trail, NC 28079  
ID# 07-066-013E



Dear Shelley:

Please take this letter and application, with appropriate attachments, as the current owner's request for the above property to be rezoned as a Conditional Zoning district for the Meridian Apartments. Currently, the property is zoned Multi-Family Residential with an accompanying Special Use Permit, 2001-012.

The current owners are not proposing any changes for the property. In these current economic times, the rezone to a conditional zoning district will provide current and future lenders a level of confidence they now require to maintain reasonable commercial lending rates for the land owners.

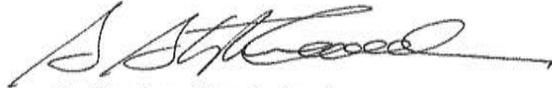
Per our conversations on this subject, the owner will consent to the following additions and modifications of the property: 1) the installation of an extension of the greenway/walkway along the northern property edge along the existing sewer easement line; 2) the installation of steps from Faith Church Road down to the new greenway; and, 3) the installation of up to five street lamps along Faith Church Road and the western edge of the property.

As the project is ongoing and operating apartment complex and the current use is not being changed by the rezone, I would 1) any request for a traffic study be waived, 2) any request for an updated appraisal statement be waived, and 3) that any items deemed

necessary and available from the 2001-012 Special Use Permit be appended to this application and used accordingly.

Finally, as we discussed, time is of the essence for the current owners and its lender to resolve the rezone petition with all deliberate speed. I will be available as needed to assist in any way to move this matter along as quickly as possible.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Stephen Goodwin, Jr.", with a long horizontal flourish extending to the right.

S. Stephen Goodwin, Jr.

SSG/aur

Enclosures

CC: David Brown, Executive Vice President  
Covington Realty Partners

Scott Flynn, Corporate Counsel  
Mastrogiovanni Schorsch & Mersky, P.C.

# CONDITIONAL ZONING APPLICATION



## Submittal Requirements

- Completed Application
- Notarized signatures of applicant and property owner
- Letter of Intent
- 8 copies of Concept Plan (must be drawn to scale by architect, landscape architect, professional surveyor, or engineer licensed in North Carolina)
- Boundary Survey (acreage, current zoning, location of existing buildings, setbacks)
- List, address labels, and digital copy of all adjoining property owners within 500 feet of subject parcel
- Traffic Impact Analysis, if necessary
- Statement of Appraisal, if necessary
- Fees associated with review

## General Information

Project Address 1101 Flagstone Drive

City Indian Trail State NC Zip 28079

Tax Parcel ID 07-066-013 E Zoning Designation MFR-SUP-2001-01Z

Total Acres 15.5909 Impervious Area \_\_\_\_\_

Project Description Meridian Apartments

## Contact Information – Applicant

Name S. Stephen Goodwin

Address 309 Post Office Drive

City Indian Trail State NC Zip 28079

Phone (704)684-0031 Fax (704)684-0035

Email sgoodwin@goodwinhinson.com

## Contact Information – Property Owner

Name David Brown

Address 30 S. Wacker Drive, Suite 2750

City Chicago State IL Zip 60606

Phone (312)879-7551 Fax (312)669-1300

CONDITIONAL ZONING APPLICATION



Email

dbrown@commpropsus.com

Applicant's Certification

Signature

[Signature]

Date

9-7-12

Printed Name/Title

S. Stephen Goodwin, Attorney

Signature of Notary Public

[Signature]

Date

9-7-2012

Notary Seal



My Commission Expires: 11-20-2014

Property Owner's Certification

Signature

[Signature]

Date

9/05/2012

Printed Name/Title

David Brown, Vice President

Signature of Notary Public

[Signature]

Date

9/05/2012

Notary Seal



TOWN OF INDIAN TRAIL OFFICE USE ONLY

CASE NUMBER:

C22012-003 R-000399

DATE RECEIVED:

9/11/12

AMOUNT OF FEE:

\$800 + adjacent property redification  
\$700 received 9/11/12

RECEIVED BY:

CAI

RECEIPT #:

**PB Attachment 2**  
Site Plan

**AS SHOWN PROPERTY DESCRIPTION**

That certain parcel of land situated in the Town of Hope, the County of York, Commonwealth of Pennsylvania, and being more particularly described as follows, to-wit: a portion of a certain tract of land known as the "Hope Church Road Extension" and being more particularly described as follows: ...



- NOTES:**
1. THE SURVEY IS BASED UPON THE RECORD PLATS AND RECORD DEEDS OF RECORD FOR THE TRACT OF LAND KNOWN AS THE "HOPE CHURCH ROAD EXTENSION" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ...
  2. THE SURVEY IS BASED UPON THE RECORD PLATS AND RECORD DEEDS OF RECORD FOR THE TRACT OF LAND KNOWN AS THE "HOPE CHURCH ROAD EXTENSION" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ...
  3. THE SURVEY IS BASED UPON THE RECORD PLATS AND RECORD DEEDS OF RECORD FOR THE TRACT OF LAND KNOWN AS THE "HOPE CHURCH ROAD EXTENSION" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ...
  4. THE SURVEY IS BASED UPON THE RECORD PLATS AND RECORD DEEDS OF RECORD FOR THE TRACT OF LAND KNOWN AS THE "HOPE CHURCH ROAD EXTENSION" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ...
  5. THE SURVEY IS BASED UPON THE RECORD PLATS AND RECORD DEEDS OF RECORD FOR THE TRACT OF LAND KNOWN AS THE "HOPE CHURCH ROAD EXTENSION" AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: ...



Keep what's below.  
Call before you dig.



**ATTORNEY CERTIFICATION:**

I, the undersigned, being a duly qualified and licensed attorney at law in the Commonwealth of Pennsylvania, do hereby certify that I am the author of the foregoing plat and that I am a member of the Pennsylvania Bar Association and the Pennsylvania State Bar.

DATE	APPROVED	BY
6/20/13	6/20/13	R.B. PYARR & ASSOCIATES, P.A.

**TOTAL AREA:**  
873,141 SQ. FT. OR 19.999 ACRES

**PREPARED FOR:**  
HAYTHORNE RESIDENTIAL PARTNERS  
TOWN OF HOPE, YORK COUNTY, PA.  
OLD REFERENCE: 1708-87C  
NEW PARCEL NO: 21-088-012C

**PREPARED BY:**  
R.B. PYARR & ASSOCIATES, P.A.  
1000 MARKET STREET, SUITE 200  
HOPE, PA 17043-1000  
TEL: 717-831-2117  
FAX: 717-831-2118





EXHIBIT



**CAROLINA THREAD TRAIL**

DATE: 08/14/12	BY: ksl	FOR: jpr
AS SHOWN	DATE: 02/27/2012	BY: ksl

**MERIDION APARTMENTS  
INDIAN TRAIL, NC**

**GOODWIN & HINSON  
309 POST OFFICE DRIVE  
INDIAN TRAIL, NC 28079**

NO.	DATE	BY	DESCRIPTION

**ENGINEERING**

2013 Van Buren Avenue  
Indian Trail, NC 28078  
704.835.4432  
www.amlonline.com

P.O. BOX 151  
Alpharetta, GA 30009  
678.531.0544

**TOWN COUNCIL ATTACHMENT 2**

STATE OF NORTH CAROLINA )  
 )  
TOWN OF INDIAN TRAIL )

ORDINANCE #

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF INDIAN TRAIL REZONING PARCEL 07-066-013E – 1101 FLAGSTONE DRIVE (MERIDIAN APARTMENTS) FROM MFR (MULTI-FAMILY RESIDENTIALCONVENTIONAL ZONING DISTRICT ) TO CZ-MFR (CONDITIONAL ZONING MULTI-FAMILY RESIDENTIAL) IN THE TOWN OF INDIAN TRAIL, UNION COUNTY, NORTH CAROLINA**

WHEREAS, the property owner David Brown and designated applicant – S. Stephen Goodwin, petitioned to rezone tax parcel 07-066-013E from MFR (Multi-family Residential District) to CZ-RBD (Conditional Zoning District- Multi-Family Residential) classification; and

WHEREAS, this Conditional Zoning Amendment (CZ2012-003) was duly noticed in compliance with North Carolina General Statutes; and

WHEREAS, two community meetings were held on October 2, 2012 and October 3, 2012; and

WHEREAS, a public meeting was held by the Planning Board on October 16, 2012 to consider this conditional zoning request; and

WHEREAS, the Planning Board found the proposed map amendment is consistent with the following goal of the Comprehensive Plan:

*Goal 1.3.1 Quality of Life* - The proposed conditional zoning district will meet the goal of providing a diverse range of housing options in order to provide affordable living opportunities for a wide range of residents. It will also establish the first public greenway segment of the future Carolina Thread Trail providing an opportunity for public recreation within the Town.

WHEREAS, the Planning Board further found the request for this conditional zoning district is a reasonable request and is in the public interest because it maintains a needed land use as identified in the Comprehensive Plan and includes improvements that benefit the general public in the area of lighting and greenway trails.

WHEREAS, after making the draft findings the Planning Board unanimously approved the motion to transmit a recommendation to approve as conditioned to the Town Council; and

WHEREAS, the Town Council held a public hearing on November 13, 2012 to consider said request and recommendation of approval from the Planning Board; and

WHEREAS, the Town Council concurred with the Planning Board's consistency findings and hereby endorses said findings; and

**NOW, THEREFORE, IT SHALL BE ORDAINED** by the Town Council of the Town of Indian Trail, North Carolina hereby takes the following action:

**Section 1** – Approves CZ 2012-003 Conditional Zoning Petition thereby granting the Zoning Map amendment to establish a Conditional Multi-Family Residential Zoning District on parcel number 07-066-013E subject to the following conditions:

1. The property owner shall record a ten (10) foot wide public easement for the purpose of a greenway. The easement shall be located adjacent to the east property line of the subject property.
2. The property owner shall construct a 10-foot wide greenway path consistent with the requirements of the Carolina Thread Trail. Said greenway shall include a connection to the existing sidewalk located on Faith Church Road.
3. The property owner shall install five (5) street lights adjacent to Faith Church Road. Lights shall be decorative acorn style similar to existing lights located at the developments access driveway.
4. To mitigate impacts associated with the garbage compactor, the property owner shall:
  - a. Install a timer on the compactor to regulate hours of operations; and
  - b. A cabinet will be constructed around the compactor hydraulic pump to aid in noise abatement; and
  - c. The garbage compactor shall be professionally sanitized once a month during the summer months from June to September.
  - d. The compactor enclosure shall be maintained and repaired if needed.
  - e. A maximum of 25 Leland Cypress trees are to be installed on two adjacent properties: 3512 and 3508 Selway Drive within the Traewyck Subdivision as agreed by current property owners. Said trees shall be planted a minimum of 10-feet on center to create a landscape screen. Private property owners of 3512 and 3508 will maintain screening landscape material upon completion of installation by the applicant.
5. All conditions shall be met within two years of the establishment of the Conditional Zoning District. The Town Council may act to revoke the conditional zoning district designation if the applicant fails to meet the terms of the district.

**Section 2** – This ordinance shall be effective immediately upon adoption.

**AND IT IS SO ORDAINED** this 13<sup>th</sup> day of November, 2012.

**TOWN OF INDIAN TRAIL COUNCIL**

Attest:

\_\_\_\_\_  
Peggy Piontek, Town Clerk

\_\_\_\_\_  
Michael Alvarez, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY



**TO:** Mayor and Town Council  
**FROM:** Joe Fivas  
**DATE:** November 7, 2012  
**SUBJECT:** Resolution Providing For the Issuance of \$3,000,000 General Obligation Bonds

---

In early October, the Town along with our financial advisors, Davenport, issued an RFP for the private placement of bond funds. The RFP asked for responses regarding the issuance of \$3,000,000 for a period of 15 and 20 years. The following banks responded to the RFP.

	<u>15 Year Option</u>	<u>20 Year Option</u>
Branch Banking and Trust (BB&T)	2.56%	3.47%
SunTrust	2.15%/1.98%	-----
Carter Bank & Trust	2.75%	3.25%

The Town Manager and Staff are recommending the approval of SunTrust Bank.

SunTrust did not respond with a 20 year options; however, had the lowest interest rates and therefore overall cost. The difference between the two 15 year rates is the Early Call Provision. The features of each call provision will be discussed in detail at the meeting. Please find attached a copy of the resolutions which will need to be approved at the meeting.

Council will need to consider a motion approving either the 1.98% or the 2.15% resolution providing for the issuance of \$3,000,000 General Obligation Bond, Series 2012 with SunTrust Bank.

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF INDIAN TRAIL NORTH  
CAROLINA PROVIDING FOR THE ISSUANCE OF \$3,000,000 GENERAL OBLIGATION  
BOND, SERIES 2012**

*WHEREAS*, the Bond Order (as defined below) has been adopted, and it is desirable to make provision for the issuance of the Bond authorized by the Bond Order;

*WHEREAS*, the Town of Indian Trail, North Carolina (the "*Town*") desires to issue its General Obligation Bond, Series 2012 (the "*Bond*") and to request that the Local Government Commission (the "*Commission*") sell the Bond to SunTrust Bank (the "*Bank*"), in accordance with the terms provided herein;

*NOW, THEREFORE, BE IT RESOLVED* by the Town Council of the Town of Indian Trail, North Carolina (the "*Town Council*") as follows:

***Section 1.*** For purposes of this Resolution, in addition to the words defined above, the following words will have the meanings ascribed to them below:

"*Bond Order*" means the Bond Order relating to the Street Projects (as defined herein) authorizing the Bonds, which was adopted by the Town Council on July 12, 2011 and approved by the vote of a majority of the voters who voted thereon at a referendum duly called and held on November 8, 2011.

"*Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto.

"*Federal Securities*" means, to the extent permitted by the General Statutes of North Carolina, as amended, (a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (b) obligations issued by any agency controlled or supervised by and acting as an instrumentality of the United States of America, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the Trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody's, if the Bond is rated by Moody's, and S&P, if the Bond is rated by S&P, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; or (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and

which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated.

“*Moody’s*” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, “*Moody’s*” will be deemed to refer to any other nationally recognized rating agency other than S&P designated by the Town.

“*Registrar*” means the bond registrar, or alternate or successor registrars selected by the Town pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, “*S&P*” will be deemed to refer to any other nationally recognized rating agency other than Moody’s designated by the Town.

**Section 2.** The Town shall issue its Bond in an aggregate principal amount of \$3,000,000.

**Section 3.** The Bond shall be dated as of its date of issuance and is payable on February 1, 2028. The Bond shall pay interest semiannually on February 1 and August 1, beginning February 1, 2013.

The Bond is being issued to (1) finance the capital costs of acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading, improving or beautifying streets, roads and intersections, including the cost of related studies, plans and design; acquiring, constructing, reconstructing, improving or beautifying sidewalks or walkways, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers; and the acquisition of land, rights-of-way and easements in land required therefo (the “*Street Projects*”), in accordance with the Bond Order and (2) to pay the costs of issuing the Bond.

The Town Council has ascertained and hereby determines that the average period of usefulness of the capital projects being financed by the proceeds of the Bond is not less than 20 years computed from the date of issuance of the Bond.

**Section 4.** The Bond is to be numbered “R-1” and shall bear interest from its date at a rate of 1.98% computed on the basis of a 360-day year of twelve 30-day months.

**Section 5.** The Bond shall be registered as to principal and interest, and the Finance Director of the Town is directed to maintain the registration records with respect thereto. The Bond shall bear the original or facsimile signatures of the Chairman of the Board or Town Manager of the Town and the Clerk to the Board. An original or facsimile of the seal of the Town is to be imprinted on the Bond.

**Section 6.** The Bond is subject to redemption at the option of the Town in whole or in part on any date on 15 days prior written notice to the Bank. The redemption price of such Bond (or portion thereof to redeemed) shall be equal to 100% of the principal amount of the Bond being redeemed, plus interest accrued to the redemption date, plus a redemption premium equal to the “Reinvestment Loss”. “Reinvestment Loss” shall mean the present value of the difference between (1) the amount that would have been realized by the Bank on the redeemed amount for the remaining term of the Bond at the Federal Reserve H.15 Statistical Release rate for the fixed-rate payers in interest rate swaps for a term corresponding to the remaining term of the Bond, interpolated to the nearest month, if necessary, that was in effect on the date of purchase of the Bond and (2) the amount that would have been realized by the

Bank on the redeemed amount for the remaining term of the Bond at the Federal Reserve H.15 Statistical Release rate for the fixed-rate payers in interest rate swaps for a term corresponding to the remaining term of the Bond, interpolated to the nearest month, if necessary, that was in effect on the redemption date; both discounted at the same interest rate utilized in determining the applicable amount for clause (2) above. Should the present value have no value or negative value, the Town may prepay with no additional fee. Partial redemption is subject to the same redemption price set forth above. Should the Federal Reserve no longer release rates for fixed-rate payers in interest rate swaps, the Bank may substitute the Federal Reserve H.15 Statistical Release with another similar index. The Bank will provide the Town with a written statement explaining the calculation of the redemption premium due, which statement shall, in absence of manifest error, be conclusive and binding on the Town.

The Bond is subject to mandatory sinking fund redemption before maturity in part at the redemption price of 100% of the principal amount to be redeemed, without premium, on each February 1 in the years and in the amounts as follows:

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>
2014	\$104,000	2022	\$104,000
2015	104,000	2023	264,000
2016	104,000	2024	303,000
2017	104,000	2025	303,000
2018	104,000	2026	362,000
2019	104,000	2027	416,000
2020	104,000	2028*	416,000
2021	104,000		

\* Maturity

In the event of a partial redemption of the principal amount of the Bond, the Town shall provide a certificate to the Bank and the Local Government Commission designating the application of the principal amount so redeemed against the sinking fund schedule above or, if no such certificate is delivered, such redemption shall be deemed a redemption of the principal amount of the Bond then outstanding in inverse order of the sinking fund schedule above.

**Section 7.** The Bond and the provisions for the registration of the Bond and for the approval of the Bond by the Secretary of the Commission are to be in substantially the form set forth in Appendix A hereto.

**Section 8.** The Finance Director of the Town is hereby authorized to execute a non-arbitrage certificate with respect to the Bond in order to comply with Section 148 of the Code and the applicable Income Tax Regulations thereunder.

The Town designates the Bond as a “*qualified tax-exempt obligation*” eligible for the exception from the disallowance of the deduction of interest by financial institutions allocable to the cost of carrying tax-exempt obligations in accordance with the provisions of Section 265(b)(3) of the Code. The Town does not reasonably anticipate issuing more than \$10,000,000 of qualified tax-exempt obligations as described in such Section 265(b)(3), including all entities which issue obligations on behalf of the Town and all subordinate entities of the Town, during calendar year 2012 and will not designate more than \$10,000,000 of qualified tax-exempt obligations pursuant to such Section 265(b)(3) during calendar year 2012.

**Section 9.** The Finance Director is hereby directed to create and establish a special fund into which the proceeds from the sale of the Bond will be deposited (the “*Project Fund*”). The Finance Director shall invest and reinvest any moneys held in the Project Fund as permitted by the laws of the State of North Carolina and the income, to the extent permitted by the Code, is to be retained in the Project Fund and applied with the proceeds of the Bond to pay the costs of the Street Projects. The Finance Director shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom so as to satisfy the requirements of the laws of the State of North Carolina and to assure that the Town maintains its covenants with respect to the exclusion of the interest on the Bond from gross income for purposes of federal income taxation.

The Finance Director will provide the Bank with the annual audited financial statements of the Town each year as soon as practicable after approval by the Town Council.

**Section 10.** Actions taken by officials of the Town to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

**Section 11.** The Commission is hereby requested to sell the Bond by private sale to the Bank subject to the provisions hereof as permitted by Section 159-123(b)(8) of the General Statutes of North Carolina, as amended. The Bond will be non-transferable, except to a bank, insurance company or similar financial institution or any other entity approved by the Local Government Commission.

**Section 12.** The Mayor, the Town Manager and the Clerk to the Board of the Town are hereby authorized and directed to cause the Bond to be prepared and, when they shall have been duly sold by the Commission, to execute the Bond and to turn the Bond over to the registrar and transfer agent of the Town for delivery to the Bank.

**Section 13.** The Mayor, the Town Manager, the Finance Director and the Clerk to the Board of the Town are authorized and directed, individually and collectively, to execute and deliver for and on behalf of the Town any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated in this Resolution or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

**Section 14.** Portions of this Resolution may be amended or supplemented, from time to time, without the consent of the owner of the Bond if, in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owner of the Bond and would not cause the interest on the Bond to be included in the gross income of a recipient thereof for federal income tax purposes. All other amendments or supplements to this Resolution require the consent of the owner of the Bond, including any amendment or supplement that would reduce the principal amount of the Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable.

Any act done pursuant to a modification or amendment consented to by the owner of the Bond is binding on all owners of the Bond and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no owner of the Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the Town from taking any action pursuant to a modification or amendment.

**Section 15.** Nothing in this Resolution precludes (a) the payment of the Bond from the proceeds of refunding bonds or (b) the payment of the Bond from any legally available funds.

If the Town causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owner of the Bond the principal of the Bond (including interest to become due thereon) and, premium, if any, on the Bond, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, moneys sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, such Bond shall be considered to have been discharged and satisfied, and the principal of the Bond (including premium, if any, and interest thereon) shall no longer be deemed to be outstanding and unpaid; *provided, however*, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the Town receives an opinion of a nationally recognized verification firm that the segregated moneys or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance, the Town shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. Provisions shall be made by the Town, for the mailing of a notice to the owner of the Bond that such moneys are so available for such payment.

**Section 16.** All acts and doings of the Mayor, the Town Manager, the Finance Director of the Town and the Clerk to the Board that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bond are in all respects approved and confirmed.

**Section 17.** If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Bond authorized hereunder.

**Section 18.** All resolutions or parts thereof of the Board of Commissioners in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**Section 19.** This Bond Resolution is effective on its adoption.

STATE OF NORTH CAROLINA            )  
  )  
COUNTY OF UNION                    )            SS:

I, *Peggy Piontek*, Town Clerk of the Town of Indian Trail, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, **“RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF INDIAN TRAIL NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF \$3,000,000 GENERAL OBLIGATION BOND, SERIES 2012”** adopted by the Town Council of the Town of Indian Trail, North Carolina at a meeting held on the 13th day of November, 2012.

***IN WITNESS WHEREOF***, I have hereunto set my hand and affixed the corporate seal of said Town, this the 13th day of November, 2012.

(SEAL)

\_\_\_\_\_  
Town Clerk  
Town of Indian Trail, North Carolina

**APPENDIX A**

**FORM OF BOND**

No. R-1

\$3,000,000

**UNITED STATES OF AMERICA  
STATE OF NORTH CAROLINA  
TOWN OF INDIAN TRAIL**

**INTEREST**

RATE  
1.98%

MATURITY DATE  
FEBRUARY 1, 2028

DATED DATE  
DECEMBER 6, 2012

**REGISTERED OWNER: SUNTRUST BANK**

**PRINCIPAL SUM: THREE MILLION DOLLARS**

**GENERAL OBLIGATION BOND, SERIES 2012**

*THE TOWN OF INDIAN TRAIL, NORTH CAROLINA* (the “Town”) acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, on surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this Bond until it shall mature at the Interest Rate per annum specified above, payable on February 1, 2013 and semiannually thereafter on August 1 and February 1 of each year. Principal of and interest on this Bond are payable in immediately available funds to the owner of the Bond shown above at the close of business on the 15<sup>th</sup> day of the month preceding an interest payment date or a bond payment date.

This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Finance Act, the bond order adopted by the Town Council on July 12, 2011 and approved by the vote of a majority of the voters who voted thereon at a referendum duly called and held on November 8, 2011 and the bond resolution adopted by the Town Council on November 13, 2012 (the “*Bond Resolution*”). The Bond is issued to provide funds to (1) pay the costs of certain street improvements as described in the Bond Resolution and (2) pay the costs of issuing the Bond.

This Bond is subject to redemption at the option of the Town in whole or in part on any date on 15 days prior written notice to the Registered Owner. The redemption price of this Bond (or portion thereof to redeemed) shall be equal to 100% of the principal amount of this Bond being redeemed, plus interest accrued to the redemption date, plus a redemption premium equal to the “Reinvestment Loss”. “Reinvestment Loss” shall mean the present value of the difference between (1) the amount that would have been realized by the Registered Owner on the redeemed amount for the remaining term of this Bond at the Federal Reserve H.15 Statistical Release rate for the fixed-rate payers in interest rate swaps for a term corresponding to the remaining term of this Bond, interpolated to the nearest month, if necessary, that was in effect on the date of purchase of this Bond and (2) the amount that would have been realized by the Registered Owner on the redeemed amount for the remaining term of this Bond at the Federal Reserve H.15 Statistical Release rate for the fixed-rate payers in interest rate swaps for a term corresponding to the remaining term of this Bond, interpolated to the nearest month, if necessary, that was in effect on the redemption date; both discounted at the same interest rate utilized in determining the applicable amount for clause (2) above. Should the present value have no value or negative value, the

Town may prepay with no additional fee. Partial redemption is subject to the same redemption price set forth above. Should the Federal Reserve no longer release rates for fixed-rate payers in interest rate swaps, the Registered Owner may substitute the Federal Reserve H.15 Statistical Release with another similar index. The Registered Owner will provide the Town with a written statement explaining the calculation of the redemption premium due, which statement shall, in absence of manifest error, be conclusive and binding on the Town.

This Bond is subject to mandatory sinking fund redemption before maturity in part at the redemption price of 100% of the principal amount to be redeemed, without premium, on each February 1 in the years and in the amounts as follows:

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>
2014	\$104,000	2022	\$104,000
2015	104,000	2023	264,000
2016	104,000	2024	303,000
2017	104,000	2025	303,000
2018	104,000	2026	362,000
2019	104,000	2027	416,000
2020	104,000	2028*	416,000
2021	104,000		

\* Maturity

In the event of a partial redemption of the principal amount of this Bond, the Town shall provide a certificate to the Registered Owner and the Local Government Commission designating the application of the principal amount so redeemed against the sinking fund schedule above or, if no such certificate is delivered, such redemption shall be deemed a redemption of the principal amount of this Bond then outstanding in inverse order of the sinking fund schedule above.

The Bond will be non-transferable, except to a bank, insurance company or similar financial institution or any other entity approved by the Local Government Commission.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, and that the amount of this Bond, together with all other indebtedness of the Town, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the Town are hereby pledged to the punctual payment of the principal of and interest on this Bond in accordance with its terms.

This Bond is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission.

*IN WITNESS WHEREOF*, the Town has caused this Bond to bear the original or facsimile of the signatures of the Mayor of the Town and the Town Clerk and an original or facsimile of the seal of the Town to be imprinted hereon and this Bond to be dated as of the Dated Date above.

(SEAL)

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Town Clerk

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Mayor

Date of Execution: December 6, 2012

The issue hereof has been approved under the provisions of The Local Government Bond Act.

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T. VANCE HOLLOMAN  
Secretary of the Local Government Commission

**FORM OF ASSIGNMENT**

**ASSIGNMENT**

*FOR VALUE RECEIVED* the undersigned hereby sells, assigns and transfers unto

---

(Please print or typewrite Name and Address,  
including Zip Code, and Federal Taxpayer Identification or  
Social Security Number of Assignee)

---

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

---

Attorney to register the transfer of the within Bond on the books kept for registration thereof,  
with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by:

---

NOTICE: Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program (“*Stamp*”) or similar program.

---

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration, enlargement or any change whatever.

**TRANSFER FEE MAY BE REQUIRED**



**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF INDIAN TRAIL NORTH  
CAROLINA PROVIDING FOR THE ISSUANCE OF \$3,000,000 GENERAL OBLIGATION  
BOND, SERIES 2012**

*WHEREAS*, the Bond Order (as defined below) has been adopted, and it is desirable to make provision for the issuance of the Bond authorized by the Bond Order;

*WHEREAS*, the Town of Indian Trail, North Carolina (the "*Town*") desires to issue its General Obligation Bond, Series 2012 (the "*Bond*") and to request that the Local Government Commission (the "*Commission*") sell the Bond to SunTrust Bank (the "*Bank*"), in accordance with the terms provided herein;

*NOW, THEREFORE, BE IT RESOLVED* by the Town Council of the Town of Indian Trail, North Carolina (the "*Town Council*") as follows:

***Section 1.*** For purposes of this Resolution, in addition to the words defined above, the following words will have the meanings ascribed to them below:

"*Bond Order*" means the Bond Order relating to the Street Projects (as defined herein) authorizing the Bonds, which was adopted by the Town Council on July 12, 2011 and approved by the vote of a majority of the voters who voted thereon at a referendum duly called and held on November 8, 2011.

"*Code*" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto.

"*Federal Securities*" means, to the extent permitted by the General Statutes of North Carolina, as amended, (a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (b) obligations issued by any agency controlled or supervised by and acting as an instrumentality of the United States of America, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the Trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody's, if the Bond is rated by Moody's, and S&P, if the Bond is rated by S&P, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; or (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and

which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated.

“*Moody’s*” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, “*Moody’s*” will be deemed to refer to any other nationally recognized rating agency other than S&P designated by the Town.

“*Registrar*” means the bond registrar, or alternate or successor registrars selected by the Town pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina.

“*S&P*” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, “*S&P*” will be deemed to refer to any other nationally recognized rating agency other than Moody’s designated by the Town.

**Section 2.** The Town shall issue its Bond in an aggregate principal amount of \$3,000,000.

**Section 3.** The Bond shall be dated as of its date of issuance and is payable on February 1, 2028. The Bond shall pay interest semiannually on February 1 and August 1, beginning February 1, 2013.

The Bond is being issued to (1) finance the capital costs of acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading, improving or beautifying streets, roads and intersections, including the cost of related studies, plans and design; acquiring, constructing, reconstructing, improving or beautifying sidewalks or walkways, curbs, gutters, drains, bridges, overpasses, underpasses and grade crossings and providing related landscaping, lighting and traffic controls, signals and markers; and the acquisition of land, rights-of-way and easements in land required therefo (the “*Street Projects*”), in accordance with the Bond Order and (2) to pay the costs of issuing the Bond.

The Town Council has ascertained and hereby determines that the average period of usefulness of the capital projects being financed by the proceeds of the Bond is not less than 20 years computed from the date of issuance of the Bond.

**Section 4.** The Bond is to be numbered “R-1” and shall bear interest from its date at a rate of 2.15% computed on the basis of a 360-day year of twelve 30-day months.

**Section 5.** The Bond shall be registered as to principal and interest, and the Finance Director of the Town is directed to maintain the registration records with respect thereto. The Bond shall bear the original or facsimile signatures of the Chairman of the Board or Town Manager of the Town and the Clerk to the Board. An original or facsimile of the seal of the Town is to be imprinted on the Bond.

**Section 6.** The Bond is subject to redemption at the option of the Town in whole or in part on any date on 15 days prior written notice to the Bank at a redemption price of 100% of the principal redeemed, plus accrued interest thereon to the date of redemption.

The Bond is subject to mandatory sinking fund redemption before maturity in part at the redemption price of 100% of the principal amount to be redeemed, without premium, on each February 1 in the years and in the amounts as follows:

PRINCIPAL

PRINCIPAL

<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>
2014	\$104,000	2022	\$104,000
2015	104,000	2023	264,000
2016	104,000	2024	303,000
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2018	104,000	2026	362,000
2019	104,000	2027	416,000
2020	104,000	2028*	416,000
2021	104,000		

\* Maturity

In the event of a partial redemption of the principal amount of the Bond, the Town shall provide a certificate to the Bank and the Local Government Commission designating the application of the principal amount so redeemed against the sinking fund schedule above or, if no such certificate is delivered, such redemption shall be deemed a redemption of the principal amount of the Bond then outstanding in inverse order of the sinking fund schedule above.

**Section 7.** The Bond and the provisions for the registration of the Bond and for the approval of the Bond by the Secretary of the Commission are to be in substantially the form set forth in Appendix A hereto.

**Section 8.** The Finance Director of the Town is hereby authorized to execute a non-arbitrage certificate with respect to the Bond in order to comply with Section 148 of the Code and the applicable Income Tax Regulations thereunder.

The Town designates the Bond as a “*qualified tax-exempt obligation*” eligible for the exception from the disallowance of the deduction of interest by financial institutions allocable to the cost of carrying tax-exempt obligations in accordance with the provisions of Section 265(b)(3) of the Code. The Town does not reasonably anticipate issuing more than \$10,000,000 of qualified tax-exempt obligations as described in such Section 265(b)(3), including all entities which issue obligations on behalf of the Town and all subordinate entities of the Town, during calendar year 2012 and will not designate more than \$10,000,000 of qualified tax-exempt obligations pursuant to such Section 265(b)(3) during calendar year 2012.

**Section 9.** The Finance Director is hereby directed to create and establish a special fund into which the proceeds from the sale of the Bond will be deposited (the “*Project Fund*”). The Finance Director shall invest and reinvest any moneys held in the Project Fund as permitted by the laws of the State of North Carolina and the income, to the extent permitted by the Code, is to be retained in the Project Fund and applied with the proceeds of the Bond to pay the costs of the Street Projects. The Finance Director shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom so as to satisfy the requirements of the laws of the State of North Carolina and to assure that the Town maintains its covenants with respect to the exclusion of the interest on the Bond from gross income for purposes of federal income taxation.

The Finance Director will provide the Bank with the annual audited financial statements of the Town each year as soon as practicable after approval by the Town Council.

**Section 10.** Actions taken by officials of the Town to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

**Section 11.** The Commission is hereby requested to sell the Bond by private sale to the Bank subject to the provisions hereof as permitted by Section 159-123(b)(8) of the General Statutes of North Carolina, as amended. The Bond will be non-transferable, except to a bank, insurance company or similar financial institution or any other entity approved by the Local Government Commission.

**Section 12.** The Mayor, the Town Manager and the Clerk to the Board of the Town are hereby authorized and directed to cause the Bond to be prepared and, when they shall have been duly sold by the Commission, to execute the Bond and to turn the Bond over to the registrar and transfer agent of the Town for delivery to the Bank.

**Section 13.** The Mayor, the Town Manager, the Finance Director and the Clerk to the Board of the Town are authorized and directed, individually and collectively, to execute and deliver for and on behalf of the Town any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated in this Resolution or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

**Section 14.** Portions of this Resolution may be amended or supplemented, from time to time, without the consent of the owner of the Bond if, in the opinion of nationally recognized bond counsel, such amendment or supplement would not adversely affect the interests of the owner of the Bond and would not cause the interest on the Bond to be included in the gross income of a recipient thereof for federal income tax purposes. All other amendments or supplements to this Resolution require the consent of the owner of the Bond, including any amendment or supplement that would reduce the principal amount of the Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable.

Any act done pursuant to a modification or amendment consented to by the owner of the Bond is binding on all owners of the Bond and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no owner of the Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the Town from taking any action pursuant to a modification or amendment.

**Section 15.** Nothing in this Resolution precludes (a) the payment of the Bond from the proceeds of refunding bonds or (b) the payment of the Bond from any legally available funds.

If the Town causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owner of the Bond the principal of the Bond (including interest to become due thereon) and, premium, if any, on the Bond, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, moneys sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, such Bond shall be considered to have been discharged and satisfied, and the principal of the Bond (including premium, if any, and interest thereon) shall no longer be deemed to be outstanding and unpaid; *provided, however*, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the Town receives an opinion of a nationally recognized verification firm that the segregated moneys or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance, the Town shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction.

Provisions shall be made by the Town, for the mailing of a notice to the owner of the Bond that such moneys are so available for such payment.

**Section 16.** All acts and doings of the Mayor, the Town Manager, the Finance Director of the Town and the Clerk to the Board that are in conformity with the purposes and intents of this Resolution and in the furtherance of the issuance of the Bond are in all respects approved and confirmed.

**Section 17.** If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the Bond authorized hereunder.

**Section 18.** All resolutions or parts thereof of the Board of Commissioners in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**Section 19.** This Bond Resolution is effective on its adoption.

STATE OF NORTH CAROLINA            )  
  )  
COUNTY OF UNION                    )            SS:

I, *Peggy Piontek*, Town Clerk of the Town of Indian Trail, North Carolina, *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, “**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF INDIAN TRAIL NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF \$3,000,000 GENERAL OBLIGATION BOND, SERIES 2012**” adopted by the Town Council of the Town of Indian Trail, North Carolina at a meeting held on the 13th day of November, 2012.

*IN WITNESS WHEREOF*, I have hereunto set my hand and affixed the corporate seal of said Town, this the 13th day of November, 2012.

(SEAL)

\_\_\_\_\_  
Town Clerk  
Town of Indian Trail, North Carolina

**APPENDIX A**

**FORM OF BOND**

No. R-1

\$3,000,000

**UNITED STATES OF AMERICA  
STATE OF NORTH CAROLINA  
TOWN OF INDIAN TRAIL**

**INTEREST**

**RATE**  
2.15%

**MATURITY DATE**  
FEBRUARY 1, 2028

**DATED DATE**  
DECEMBER 6, 2012

**REGISTERED OWNER: SUNTRUST BANK**

**PRINCIPAL SUM: THREE MILLION DOLLARS**

**GENERAL OBLIGATION BOND, SERIES 2012**

*THE TOWN OF INDIAN TRAIL, NORTH CAROLINA* (the “Town”) acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, on surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this Bond until it shall mature at the Interest Rate per annum specified above, payable on February 1, 2013 and semiannually thereafter on August 1 and February 1 of each year. Principal of and interest on this Bond are payable in immediately available funds to the owner of the Bond shown above at the close of business on the 15<sup>th</sup> day of the month preceding an interest payment date or a bond payment date.

This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Finance Act, the bond order adopted by the Town Council on July 12, 2011 and approved by the vote of a majority of the voters who voted thereon at a referendum duly called and held on November 8, 2011 and the bond resolution adopted by the Town Council on November 13, 2012 (the “*Bond Resolution*”). The Bond is issued to provide funds to (1) pay the costs of certain street improvements as described in the Bond Resolution and (2) pay the costs of issuing the Bond.

This Bond is subject to redemption at the option of the Town in whole or in part on any date on 15 days prior written notice to the Registered Owner at a redemption price of 100% of the principal redeemed, plus accrued interest thereon to the date of redemption.

This Bond is subject to mandatory sinking fund redemption before maturity in part at the redemption price of 100% of the principal amount to be redeemed, without premium, on each February 1 in the years and in the amounts as follows:

<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>	<u>DATE</u>	<u>PRINCIPAL AMOUNT</u>
2014	\$104,000	2022	\$104,000
2015	104,000	2023	264,000
2016	104,000	2024	303,000
2017	104,000	2025	303,000
2018	104,000	2026	362,000
2019	104,000	2027	416,000
2020	104,000	2028*	416,000
2021	104,000		

\* Maturity

In the event of a partial redemption of the principal amount of this Bond, the Town shall provide a certificate to the Registered Owner and the Local Government Commission designating the application of the principal amount so redeemed against the sinking fund schedule above or, if no such certificate is delivered, such redemption shall be deemed a redemption of the principal amount of this Bond then outstanding in inverse order of the sinking fund schedule above.

The Bond will be non-transferable, except to a bank, insurance company or similar financial institution or any other entity approved by the Local Government Commission.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, and that the amount of this Bond, together with all other indebtedness of the Town, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the Town are hereby pledged to the punctual payment of the principal of and interest on this Bond in accordance with its terms.

This Bond is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission.

*IN WITNESS WHEREOF*, the Town has caused this Bond to bear the original or facsimile of the signatures of the Mayor of the Town and the Town Clerk and an original or facsimile of the seal of the Town to be imprinted hereon and this Bond to be dated as of the Dated Date above.

(SEAL)

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Mayor

Date of Execution: December 6, 2012

The issue hereof has been approved under the provisions of The Local Government Bond Act.

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T. VANCE HOLLOMAN  
Secretary of the Local Government Commission

**FORM OF ASSIGNMENT**

**ASSIGNMENT**

*FOR VALUE RECEIVED* the undersigned hereby sells, assigns and transfers unto

---

(Please print or typewrite Name and Address,  
including Zip Code, and Federal Taxpayer Identification or  
Social Security Number of Assignee)

---

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

---

Attorney to register the transfer of the within Bond on the books kept for registration thereof,  
with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by:

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NOTICE: Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program (“*Stamp*”) or similar program.

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NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration, enlargement or any change whatever.

**TRANSFER FEE MAY BE REQUIRED**





**TO:** Mayor and Town Council

**FROM:** Joseph A. Fivas, Town Manager

**DATE:** November 13, 2012

**SUBJECT:** Council Appointment to 4 Town ED Partnership

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On October 3<sup>rd</sup>, Mint Hill, Stallings, Matthews, and Indian Trail Town Council's met to discuss a potential future economic development partnerships. The Town's heard a presentation from the Davidson Town Manager on the Lake Norman Economic Development Partnership. The group decided to continue discussions on this partnership.

It was determined that each Town Council should appoint an elected official to be a representative on a work group to determine the next steps in the process. Town Manager's would also be advisors to this group.

**Recommendation:** The Indian Trail Council needs to appoint an elected official to be the representative on this workgroup. I would also recommend appointing an elected official to be the alternate and would only attend if the designated representative could not attend a meeting.

jaf



**TO:** Mayor and Town Council

**FROM:** Joseph A. Fivas, Town Manager

**DATE:** November 13, 2012

**SUBJECT:** Discussion of Pathways 2 Progress Initiative & Technology Park

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Town staff presented a strategic investment plan this summer called Pathways 2 Progress Initiative. This investment plan calls for strategic investment in infrastructure, job development, and quality of life development. Town staff will give another overview of this Initiative, give an update on plan implementation, and discuss job development using a Technology Park.

jaf



**TO:** Mayor and Town Council

**FROM:** Joseph A. Fivas, Town Manager

**DATE:** November 13, 2012

**SUBJECT:** Discussion of Wayfinding Signage

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The Town Council has discussed improving Town wayfinding signage over the past couple years. Town staff will present some ideas of wayfinding signage programs, and will discuss with the Town Council if staff should begin to move forward on these initiatives.

jaf