VILLAGE COUNCIL
AGENDA FOR REGULAR MEETING OF JUNE 26, 2018
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM

1. Call to Order.

2. Invocation and Pledge of Allegiance.

3. Reports:

   Manager

   Council

4. Motion to Approve Consent Agenda.

   All items listed below are considered routine or have been discussed at length in previous meetings and will be enacted by one motion. No separate discussion will be held unless requested by a member of the Village Council.

   A. Public Safety Reports.
      Police Department
      Fire Department

   B. Approval of Draft Village Council Meeting Minutes.
      June 12 Regular Meeting
      June 12 Work Session

   End of Consent Agenda.

5. Consider a resolution appointing Molly Gwinn as the Chairperson of the Historic Preservation Commission.

6. Motion to Recess Regular Meeting and Enter Into a Public Hearing.

7. Public Hearing No. 1

   The purpose of this public hearing is to consider a request by the Village of Pinehurst for a Major Site Plan Review in order to construct a Community Center. This property is identified as Moore County PID#'s 00029688, 00029686, 000298687 and is located at Cannon Park near the intersection of NC HWY 211 and Rattlesnake Trail.

8. Motion to Adjourn Public Hearing and Re-Enter Regular Meeting.

9. Consider a motion to approve a request by the Village of Pinehurst for a Major Site Plan Review in order to construct a Community Center.

10. Consider authorizing the Mayor or her designee to execute an addendum to the Rec Room lease.

11. Motion to Recess Regular Meeting and Enter Into a Public Hearing.

12. Public Hearing No. 2

    The purpose of the public hearing is to consider a voluntary annexation petition from Charles L. Grant, II for approximately 5 acres located at 4176 Murdocksville Road. The properties to be annexed are also defined as being Moore County LRK # 20160035 and are designated as Pinehurst Senior Apartments, LLC.

13. Public Hearing No. 3

    The purpose of the public hearing is to consider a voluntary annexation petition from Rick Knight of Tiara Properties for approximately 8.45 acres located at 4140 Murdocksville Road The properties to be annexed are also defined as being Moore County LRK #'s 00016276, 20030615, 00017456, 00016390 and are designated as the Royal Oaks subdivision.

14. Public Hearing No. 4

    The purpose of the public hearing is to consider a voluntary annexation petition from Ken Bass of Bass Design and Development for approximately 28 acres located along Foxfire Road. The properties to be annexed are also defined as being Moore County LRK #'s 00020369, 00020354 and are designated as the Winston Pines subdivision.

15. Public Hearing No. 5

    The purpose of the public hearing is to consider a voluntary annexation petition from Sandhills Alliance Church for approximately 2 acres located at 111 Trotter Drive. The property to be annexed is also defined as being Moore County LRK # 20050175 and is designated as Sandhills Alliance Church.

16. Public Hearing No. 6

    The purpose of the public hearing is to consider a voluntary annexation petition from the Village of Pinehurst for approximately 890 feet of roadway located along Trotter Drive. The portion of the roadway to be annexed was dedicated and accepted into the Village of Pinehurst and was recorded in the Moore County Register of Deeds Book 4694, Pages 536-538.

17. Motion to Adjourn Public Hearing and Re-Enter Regular Meeting.

18. Consider ordinances to extend the corporate limits for the Village of Pinehurst (Pinehurst Senior Apartments, Royal Oaks, Winston Pines, Sandhills Alliance Church, Trotter Drive).

19. Discuss selection of Think Tank Members for Comprehensive Long Range Plan.

20. Consider renewal of On-Call Engineering Services with McGill Associates.

21. Consider solid waste services contract with Lofton Garbage Services.

22. Other Business.

23. Comments from Attendees.

24. Motion to Adjourn.

Vision: The Village of Pinehurst is a charming, vibrant community which reflects our rich history and traditions.
Mission: Promote, enhance, and sustain the quality of life for residents, businesses, and visitors.
Values: Service, Initiative,Teamwork, and Improvement.

COUNCIL
ADDITIONAL AGENDA DETAILS:

ATTACHMENTS:

Description

Council Report

Council Member to Report	Partners & Collaborators
Nancy Fiorillo	Triangle J. COG
	Neighborhood Advisory Committee
John Cashion	Moore County Schools
	Partners in Progress
John Bouldry	NCDOT/MCTC/TARPO
	Beautification Committee
Judy Davis	Pinehurst Business Partners
	Given Memorial Library
Kevin Drum	Tri-Cities Work Group (Pinehurst, So. Pines, Aberdeen)
	Bicycle and Pedestrian Advisory Committee

PUBLIC SAFETY REPORTS.
ADDITIONAL AGENDA DETAILS:

Police Department
Fire Department

FROM:
Lauren Craig

DATE OF MEMO:
6/19/2018

MEMO DETAILS:
The monthly public safety reports are attached.

Please note the two Police Reports are in a new format in order to meet the requirements of the National Incident-Based Reporting System (NIBRS).

ATTACHMENTS:

Description
FD May 2018
PD May Activity Detail Summary (by Category)
PD Incident Crime Summary Year To Year Comparison Jan-May 2018

1895
VILLAGE OF
PINEHURST

HISTORY, CHARM, AND SOUTHERN HOSPITALITY

SUMMARY FOR THE MONTH OF MAY 2018

SUMMARY OF INCIDENT CALLS

TYPE OF INCIDENT	*NUMBER THIS MONTH*	*NUMBER YTD*	*NUMBER THIS MONTH LAST YEAR*	*NUMBER YTD LAST YEAR*	*PERCENTAGE YTD*
Fire	5	31	10	35	-11%
Overpressure Rupture, Explosion, Overheat - no fire	1	5	0	2	150%
Rescue & EMS Incidents	36	226	46	205	10%
Hazardous Conditions - no fire	13	68	18	70	-3%
Service Call	24	117	19	121	-3%
Good Intent Call	24	135	30	129	5%
False Alarm & False Call	18	101	25	109	-7%
Severe Weather & Natural Disaster	2	7	1	8	-13%
Special Incident Type	0	0	0	0	0%
TOTAL INCIDENTS	**123**	**690**	**149**	**679**	**2%**

SUMMARY OF INSPECTION

TYPE OF INSPECTIONS	*NUMBER THIS MONTH*	*NUMBER YTD*	*NUMBER THIS MONTH LAST YEAR*	*NUMBER YTD LAST YEAR*	*PERCENTAGE YTD*
Residential	11	37	5	44	-16%
Residential New Systems	0	0	0	0	0%
Residential Fire Sprinkler	7	7	0	0	700%
Commercial	33	82	19	59	39%
Plan Review/Site Inspections	1	18	4	9	100%
Reinspection	38	75	3	36	108%
Occupancy Certificates	0	0	0	0	0%
TOTAL INSPECTIONS	**90**	**219**	**31**	**148**	**48%**
Violations Found:	34	150	26	77	95%
YTD Violations to be Corrected:		116		96	
YTD Violations Corrected:		59		60	
Correction Percentage:		51%		63%	

June 6, 2018

J. Carlton Cole, Fire Chief

FIRE DEPARTMENT
395 Magnolia Road • Pinehurst, NC 28374 • Telephone (910) 295-5575 • Fax (910) 295-4861 • www.vopnc.org

Activity Detail Summary (by Category)

Pinehurst Police Department

(05/01/2018 - 05/31/2018)

Incident\Investigations

13B - Simple Assault	5
23F - Theft From Motor Vehicle	1
23H - All Other Larceny	3
26A - False Pretenses/Swindle/Confidence Game	1
26E - Wire Fraud	1
290 - Destruction/Damage/Vandalism of Property	4
35A - Drug/Narcotic Violations	7
35B - Drug Equipment Violations	2
90C - Disorderly Conduct	1
90D - Driving Under the Influence	9
90F - Family Offenses, Nonviolent	2
90G - Liquor Law Violations	1
90Z - All Other Offenses	15
B&E Misd. - Breaking and/or Entering Misdemeanor	1
B&E Veh. - Breaking and/or Entering a Motor Vehicle	2
Calls for Service - Calls for Service	1
Code 1 - Any Death	4
Code 4 - Breaking and/or Entering	1
Domestic - Domestic Disturbance	1
Force - Use of Force	2
FTA / FTC - FAIL TO APPEAR / FAIL TO COMPLY	6
Inspection - Inspection Violations	1
License - Driver's License Violations	5
Registration - Vehicle Registration Violations	1
Unsafe Movement - Committing an Unsafe Movement	1

Total Offenses	78
Total Incidents	50

Arrests

13B - Simple Assault	4
23H - All Other Larceny	3

Activity Detail Summary (by Category)

Pinehurst Police Department

(05/01/2018 - 05/31/2018)

Arrests

280 - Stolen Property Offenses	1
290 - Destruction/Damage/Vandalism of Property	1
35A - Drug/Narcotic Violations	8
35B - Drug Equipment Violations	1
90D - Driving Under the Influence	9
90F - Family Offenses, Nonviolent	1
90Z - All Other Offenses	13
Code 4 - Breaking and/or Entering	1
Force - Use of Force	1
FTA / FTC - FAIL TO APPEAR / FAIL TO COMPLY	6
License - Driver's License Violations	4

Total Charges	53
Total Arrests	33

Accidents

Total Accidents	0

Citations

Driving While License Revoked	33
DWI	7
Expired Registration	31
Failure To Reduce Speed	4
Failure To Stop (Stop Sign/Flashing Red Light)	12
Improper Transportation Of Children	1
Inspection	3
No Insurance	4
No Operator License	20
Other (Infraction)	34
Passenger Seat Belt - Juvenile	1
Running Red Light	1
Speeding (Infraction)	78

Activity Detail Summary (by Category)

Pinehurst Police Department

(05/01/2018 - 05/31/2018)

Citations

Unsafe Movement	6
Secondary Charge	55

Total Charges	290
Total Citations	235

Warning Tickets

Total Charges	0
Total Warning Tickets	0

Ordinance Tickets

Total Ordinance Tickets	0

Criminal Papers

Magistrates Order	6
Warrant	5

Total Criminal Papers Served	11
Total Criminal Papers	11

Civil Papers

Total Civil Papers Served	0
Total Civil Papers	0

Incident Crime Summary Year To Year Comparison

Pinehurst Police Department

	January - May				
Offense	**2017**	**2017 Unfounded**	**2018**	**2018 Unfounded**	**% Change**
Homicides					
Murder and Non-negligent Manslaughter	0	0	0	0	--
Negligent Manslaughter	0	0	0	0	--
Justifiable Homicide	0	0	0	0	--
Total Homcides	0	0	0	0	--
Kidnapping/Abduction	0	0	1	0	--
Sex Offenses					
Rape	0	0	0	0	--
Sodomy	0	0	0	0	--
Sexual Assault with an Object	0	0	0	0	--
Fondling	0	0	0	0	--
Total Sex Offenses	0	0	0	0	--
Robbery	0	0	0	0	--
Assaults					
Aggravated Assault	3	0	0	0	-100.0%
Simple Assault	9	2	7	4	-22.2%
Intimidation	0	0	0	0	--
Total Assaults	12	2	7	4	-41.7%
Arson	0	0	0	0	--
Extortion/Blackmail	0	0	0	0	--
Burglary/Breaking and Entering	2	0	3	0	50.0%
Larceny/Theft					
Pocket-Picking	0	0	0	0	--
Purse-Snatching	1	0	0	0	-100.0%
Shoplifting	3	0	1	0	-66.7%
Theft of Motor Vehicle Parts	0	0	0	0	--
Theft from Motor Vehicle	6	0	9	0	50.0%
Theft from Coin-Operated Machine or Device	0	0	0	0	--
Theft from Building	7	0	9	0	28.6%
All Other Larceny	29	1	16	1	-44.8%
Total Larceny/Theft Offenses	46	1	35	1	-23.9%
Motor Vehicle Theft	1	0	0	0	-100.0%
Counterfeiting/Forgery	6	0	1	0	-83.3%

Incident Crime Summary Year To Year Comparison

Pinehurst Police Department

	January - May				
Offense	**2017**	**2017 Unfounded**	**2018**	**2018 Unfounded**	**% Change**
Fraud					
False Pretenses/Swindle/Confidence Game	13	0	6	2	-53.8%
Credit Card/Automatic Teller Machine Fraud	5	0	2	0	-60.0%
Impersonation	2	0	0	0	-100.0%
Welfare Fraud	0	0	0	0	--
Wire Fraud	2	0	0	1	-100.0%
Identity Theft	0	0	0	0	--
Hacking/Computer Invasion	0	0	0	0	--
Total Fraud Offenses	22	0	8	3	-63.6%
Embezzlement	1	0	0	0	-100.0%
Stolen Property	6	0	1	0	-83.3%
Destruction/Damage/Vandalism of Property	6	2	14	1	133.3%
Drug/Narcotic Offenses					
Drug/Narcotic Violations	106	3	70	0	-34.0%
Drug Equipment Violations	58	4	29	0	-50.0%
Total Drug/Narcotic Offenses	164	7	99	0	-39.6%
Sex Offenses, Nonforcible					
Incest	0	0	0	0	--
Statutory Rape	0	0	1	0	--
Total Sex Offenses, Nonforcible	0	0	1	0	--
Pornography/Obscene Material	0	0	1	0	--
Gambling					
Betting/Wagering	0	0	0	0	--
Operating/Promoting/Assisting Gambling	0	0	0	0	--
Gambling Equipment Violations	0	0	0	0	--
Sports Tampering	0	0	0	0	--
Total Gambling Offenses	0	0	0	0	--
Prostitution					
Prostitution	0	0	0	0	--
Assisting or Promoting Prostitution	0	0	0	0	--
Purchasing Prostitution	0	0	0	0	--
Total Prostitution Offenses	0	0	0	0	--
Bribery	0	0	0	0	--
Weapon Law Violations	10	0	2	0	-80.0%

Incident Crime Summary Year To Year Comparison

Pinehurst Police Department

	January - May				
Offense	**2017**	**2017 Unfounded**	**2018**	**2018 Unfounded**	**% Change**
Human Trafficking					
Commercial Sex Acts	0	0	0	0	--
Involuntary Servitude	0	0	0	0	--
Total Human Trafficking Offenses	0	0	0	0	--
Animal Cruelty	0	0	0	0	--
Grand Total	**276**	**12**	**173**	**9**	**-37.3%**

APPROVAL OF DRAFT VILLAGE COUNCIL MEETING MINUTES.

ADDITIONAL AGENDA DETAILS:

June 12 Regular Meeting
June 12 Work Session

FROM:

Lauren Craig

CC:

Jeff Sanborn

DATE OF MEMO:

6/14/2018

MEMO DETAILS:

See attachments for draft minutes.

ATTACHMENTS:

Description
06-12 Regular Meeting
06-12 Work Session

VILLAGE COUNCIL
MINUTES FOR REGULAR MEETING OF JUNE 12, 2018
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA
4:30 PM

The Pinehurst Village Council held a Regular Meeting at 4:30 p.m., Tuesday, June 12, 2018 in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor
Mr. John R. Cashion, Mayor Pro Tem
Mr. John Bouldry, Treasurer
Ms. Judy Davis, Councilmember
Mr. Kevin Drum, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Lauren M. Craig, Village Clerk

And approximately 25 attendees, including 11 staff and 1 press.

1. Call to Order.
Mayor Nancy Roy Fiorillo called the meeting to order.

2. Reports:

Manager

- Jeff Sanborn explained the Comprehensive Plan Community Kickoff will be held on Wednesday, June 27. The event will be at the Fair Barn from 6:30-8:00pm. He shared this will be over a year long journey to update the comprehensive plan in Pinehurst. He also shared information about the upcoming Planapalooza September 19-24.

Council

- Councilmember Bouldry thanked Mark Wagner and his crew for two great weekends of Shakespeare in the Pines and for this great cultural event.
- Councilmember Davis said she and Kevin Drum are getting together with Grace Lawrence and Katrin Franklin. She also mentioned there is a visioning session for the Comp Plan.
- Councilmember Cashion is working together with the county on selecting the architect for the new courthouse.

3. Recognition of Village of Pinehurst Police Officers who saved a life by administering CPR and Narcan.
Earl Phipps, Police Chief, recognized Master Patrol Officer Keith Gorham and former Pinehurst Police Officer Ryan Bullock who saved a life on 11/6/17 by performing CPR and using NARCAN, which counteracts opioid overdose.

4. Motion to Approve Consent Agenda.

All items listed below are considered routine or have been discussed at length in previous meetings and will be enacted by one motion. No separate discussion will be held unless requested by a member of the Village Council.

A. Consider a resolution adopting the updated Charter Resolution for the Triangle J Board of Delegates.
B. Consider a resolution authorizing the Mayor or her designee to execute the attached Municipal Records Retention Schedule Amendments.
C. Budget Amendments Report
D. Approval of Draft Village Council Meeting Minutes.
May 14 Budget Work Session
May 22 Regular Meeting
May 22 Work Session

End of Consent Agenda.

Upon a motion by Councilmember Bouldry, seconded by Councilmember Cashion, Council unanimously approved the Consent Agenda by a vote of 5-0.

5. Discuss and consider a sponsorship request for the US Kids Parade.

Mark Wagner, Director of Parks and Recreation, explained staff received a request from Peter Stillwell of Tarheel Communications on behalf of US Kids Golf regarding the upcoming annual Parade of Nations. He shared US Kids would like to officially request sponsorship from the Village under our formal Sponsorship Policy to help with defraying some of the operational expenses in hosting the parade here in Pinehurst. Andrew and Peter Stillwell explained the full request. Council formed a consensus to approve this request.

6. Discuss and consider a fee waiver request from Given Tufts for event facility use.

Mark Wagner, Director of Parks and Recreation, explained staff received a request from Audrey Moriarty on behalf of Given Tufts to waive the rental fees for use of Tufts Park for a fundraiser they are holding on Thursday, June 21st. The event is called Farmers on the Green which is a Farm-to-Table meal in which attendees may buy a ticket to attend the dinner. Mr. Wagner noted this is not a sponsorship request, but a waiver of fees. Council formed a consensus to approve this request.

7. Consider an ordinance adopting the FY 2019 Budget for the Village of Pinehurst.

Village Manager Jeff Sanborn explained he presented the FY 2019 budget to the Council and public and followed up with a Public Hearing at the May 22 Regular Meeting. He explained this item is for Council to consider the ordinance adopting the FY 2019 Budget for the Village of Pinehurst. Council held a discussion about the proposed budget and made suggestions regarding future concerns for public safety and need to increase the Police force in the future and ways to make the budget document easier to read for the average citizen. Upon a motion by Councilmember Drum, seconded by Councilmember Cashion, Council unanimously approved Ordinance 18-08 adopting the Village of Pinehurst FY 2019 Budget by a vote of 5-0.

8. Other Business.

- None.

9. Comments from Attendees.

- An audience member asked what a BIRDIE is and staff explained it is a process improvement methodology.
- Jack Farrell seconded John Bouldry's comments about proportionally increasing public safety. He also seconded the complexity of the budget document. He said relative to the item on the ETJ discussion for the work session, he has received feedback from others in Pinehurst and 211 is a concern to Pinewild. They are also pleased considering the gateway to Pinehurst along 15-501 coming from the North. He also said the map incorporates the throughways of Murdocksville Road and Juniper Creek.
- Ben Jones explained he came to discuss the irrigation system. He said it was not required by the code 20 years ago when the irrigation system was installed. He asked why it has to be above ground because there are other options that can be buried. He asked the Village to consider what it can do about this requirement of the county.

10. Motion to Adjourn.

Upon a motion by Councilmember Bouldry, seconded by Councilmember Cashion, Council approved to adjourn the Regular Meeting by a vote of 5-0 at 5:13pm.

Respectfully Submitted,

Lauren M. Craig,
Village Clerk

Vision: The Village of Pinehurst is a charming, vibrant community which reflects our rich history and traditions.
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Values: Service, Initiative, Teamwork, and Improvement

VILLAGE COUNCIL
MINUTES FOR WORK SESSION OF JUNE 12, 2018
ASSEMBLY HALL
395 MAGNOLIA ROAD
PINEHURST, NORTH CAROLINA

IMMEDIATELY FOLLOWING REGULAR MEETING

The Pinehurst Village Council held a Work Session at 5:14 p.m., Tuesday, June 12, 2018 in the Assembly Hall of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, North Carolina. The following were in attendance:

Ms. Nancy Roy Fiorillo, Mayor
Mr. John R. Cashion, Mayor Pro Tem
Mr. John Bouldry, Treasurer
Ms. Judy Davis, Councilmember
Mr. Kevin Drum, Councilmember
Mr. Jeffrey M. Sanborn, Village Manager
Ms. Lauren M. Craig, Village Clerk

And approximately 15 attendees, including 6 staff and 0 press.

1. Call to Order.
Mayor Nancy Roy Fiorillo called the meeting to order.

2. Discussion of potential ETJ expansion area.
Manager Jeff Sanborn said the county representatives are open minded to the subject of expanding the Village of Pinehurst ETJ. Will Deaton Planning and Inspections Director explained staff adjusted this map since the last meeting while looking at our annexation agreements. He explained staff will need to come back to a future regular meeting for Council to consider adopting a resolution with a map to process the application to Moore County. He further explained the process Moore County would have to take next to consider this request before it comes back to the Village for public notices and hearings. The Council reviewed the proposed ETJ Expansion map prepared by staff and made a few suggestions. Council held a discussion about the strategy to take with this request of ETJ expansion and determined for staff to generate another map primarily focusing on Highway 211 and Highway 15-501 to consider with the current version at a future meeting.

3. Work Session Business.
- None.

4. Motion to Adjourn.
Upon a motion by Councilmember Bouldry, seconded by Councilmember Davis, Council approved to adjourn the Work Session by a vote of 5-0 at 5:49 pm.

Respectfully Submitted,

Lauren M. Craig,
Village Clerk

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Values: Service, Initiative, Teamwork, and Improvement

CONSIDER A RESOLUTION APPOINTING MOLLY GWINN AS THE CHAIRPERSON OF THE HISTORIC PRESERVATION COMMISSION.

ADDITIONAL AGENDA DETAILS:

FROM:
Lauren Craig

CC:
Jeff Sanborn

DATE OF MEMO:
6/20/2018

MEMO DETAILS:
Staff received notice that Bob Farren is stepping down as Chairperson of the Historic Preservation Commission for the Village of Pinehurst but plans to finish out his current term as a member on the commission. Molly Gwinn has expressed interest in the Chairperson position and staff is recommending Ms. Gwinn be considered for this appointment. Attached is a resolution appointing Molly Gwinn as the new Chairperson for the Historic Preservation Commission.

ATTACHMENTS:

Description
Resol 18-15 Appoint HPC Chairperson (Gwinn)

RESOLUTION #18-15:

A RESOLUTION REGARDING APPOINTMENT TO THE PINEHURST HISTORIC PRESERVATION COMMISSION.

THAT WHEREAS, the Village of Pinehurst has established an Historic Preservation Commission as authorized by North Carolina General Statutes, Chapter 160A, Article 19; and

WHEREAS, there is a need to appoint a new Chairperson for the Historic Preservation Commission and the Village Council of Pinehurst is ready to fill this position with a current member of the Historic Preservation Commission.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 26th day of June, 2018 as follows:

SECTION 1. That the following appointment is hereby made to the Historic Preservation Commission for the term indicated:

Ms. Molly Gwinn is appointed as the Chairman of the Historic Preservation Commission, effective June 26, 2018, said term to expire June 30, 2020.

SECTION 2. That the appointees shall continue serving until a replacement is appointed and qualified.

THIS RESOLUTION passed and adopted this the 26th day of June, 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By:_____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

PUBLIC HEARING NO. 1

ADDITIONAL AGENDA DETAILS:

The purpose of this public hearing is to consider a request by the Village of Pinehurst for a Major Site Plan Review in order to construct a Community Center. This property is identified as Moore County PID#'s 00029688, 00029686, 000298687 and is located at Cannon Park near the intersection of NC HWY 211 and Rattlesnake Trail.

FROM:

Alex Cameron, Senior Planner

CC:

Jeff Sanborn, Village Manager Will Deaton, Director Planning & Inspections

DATE OF MEMO:

6/18/2018

MEMO DETAILS:

This project will consist of a 19,574 square foot community center with offices, recreation rooms and a gymnasium. The total site is approximately 15.63 acres located at Cannon Park with the approximate area of disturbance being 2.9 acres. Attached to this memorandum is a Staff Report on the request. You will also find attached the following: General Concept Plan, proposed renderings of all elevations and comments from the Technical Review Committee.

ATTACHMENTS:

	Description
	Staff Report
	TRC Comments
	General Concept Plan
	Front Angle Elevation
	Front Elevation
	Park Side Elevation
	Rear Elevation
	Hwy 211 Elevation

1895

VILLAGE OF

PINEHURST

PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Mayor Fiorillo and Village Council
From: Alex Cameron, Senior Planner
Cc: Jeff Sanborn, Village Manager
Natalie Hawkins, Assistant Village Manager for Administration
Will Deaton, Director of Planning and Inspections
Lauren Craig, Village Clerk
Date: June 18, 2018
Subject: Public Hearing and Staff Report for Proposed Major Site Plan to construct the Village of Pinehurst Community Center at Cannon Park

Request

The applicant requests a Major Site Plan approval from the Village Council in order to construct a community center. In accordance with Section 9.16.1.5 of the Pinehurst Development Ordinance, all proposed Major Site Plans must be reviewed by the Planning & Zoning Board. After a public hearing the Planning & Zoning Board shall then make a recommendation to the Village Council. The Village Council shall also conduct a public hearing prior to taking action.

Project Profile

Applicant/Owner:	Village of Pinehurst
Property Location:	Cannon Park/Near intersection of NC Hwy 211 and Rattlesnake Trail
Zoning:	PC: The Public Conservation District is established as a district in which the primary use of the land is reserved for the general public for recreation, parks, natural or man-made bodies of water, forests and other similar open space uses, and other government uses that provide public services to the residents of Pinehurst. This district is intended to preserve and protect environmentally sensitive lands (e.g. floodways, wetlands) and/or properties otherwise restricted for public recreational use.
Land Area	±2.9 Acres disturbed. ± 15.63 total site.
Current Land Use:	Village of Pinehurst Cannon Park with ballfields, restrooms, shelter and a Veteran's Memorial.

Project Analysis

Project Setting
The Community Center is proposed to be located on approximately 15.63 acres of land at Cannon Park where the Village currently owns and has ballfields, a restroom facility and a picnic shelter. The project will be adjacent to NC Hwy 211 and accessed from Rattlesnake Trail. The applicant is proposing to remove existing parking areas for the former Village Hall to accommodate this new facility.

The site is bounded to the north by NC Hwy 211 which separates residential development from the site and to the south by residential development along Woods Rd. It's also bounded to the west by Manor Care and to the east by a water tower site owned by Moore County.

Project Amenities
The proposed facility is approximately 19,574 square feet and will consist of recreation rooms, offices and a gymnasium. A total of 114 parking spaces are provided to meet the required parking for indoor recreation facilities. The existing gravel parking along Rattlesnake Trail to the south of the proposed development is to remain. A new sidewalk system is included to link the parking area and building to the existing greenway.

Watershed Area
This project is located within a watershed protection area. However, due to the fact that after this proposed development the site will contain less than 24% impervious surface, these regulations do not trigger any additional regulations or restrictions.

Dimensional Criteria
The proposed major site plan complies with the dimensional criteria of the PC Zoning District including the 40' front, 25' side & rear building setback as well as the 20' buffering requirement.

Infrastructure and Zoning Criteria
Adequate water and sewer is available to the site to meet both domestic and fire protection requirements.

The proposed stormwater control system is intended to include an underground infiltration chambers located beneath the proposed parking lot, similar to the system that was installed beneath the downtown parking lot adjacent to Tufts Memorial Park. The system will be designed and constructed in accordance with the NCDEQ Stormwater Design Manual and the Village of Pinehurst Engineering Standards and Specifications Manual

The proposed Major Site Plan has been reviewed by the Technical Review Committee with minor comments (attached).

In addition, the Planning & Zoning Board conducted the required public hearing on the project at its meeting held on June 7, 2018. Following its discussion of the request, the Planning & Zoning Board voted unanimously to recommend approval of the Major Site Plan to the Village Council with the condition that all comments by the TRC be addressed.

Vicinity Map

Staff Recommendation

Staff recommends approval of the Major Site Plan with the following conditions:

1. Construction drawings for the project to be approved by the TRC.

June 6, 2018

Village of Pinehurst
Mike Apke, Consulting Engineer
CC: Mark Wagner, Director of Parks & Recreation
395 Magnolia Rd.
Pinehurst, NC 28374

From: Alex Cameron, Senior Planner

RE: Village of Pinehurst Community Center, General Concept Plan Review Comments

The following are review comments for the above-mentioned project. Please make the appropriate corrections to the plans, applications and/or supplemented materials and submit four complete set of revisions for review. As part of the next submittal include written responses to these comments and answer any questions that may have been asked as a part of these comments. If you have specific questions regarding any of these comments please address them to the commenting party or contact me about the issue. Staff would be happy to meet with you or your development team to go over these comments to assist with the next submittal.

Comments of Alex Cameron, Village Planner

1. Please provide plat and book and page number to ensure all parcels have been recombined on the proposed site.

Comments of Bryan Welborn, Consulting Village Engineer

1. NSE recommends that the proposed drop off area provide ADA accessibility.

2. The parking spaces by the grill area and existing shelter appear to be for people accessing those two areas. If this is the case, a van accessible should be provided.

3. There is an asphalt path from the existing sidewalk at the intersection of Rattlesnake Trail and HWY 211. Will this remain or will another access be provided.

4. Please review and confirm that the layout will comply with Fire Department access requirements.

Comments of Floyd Fritz, Deputy Chief PFD

1. Please add fire lane striping from start of drop off area through the asphalt drive.

Comments of Leonard McBryde, Moore County Engineer

1. Domestic Service requires an RPZ Backflow Preventer at the R/W on your side of the meter.

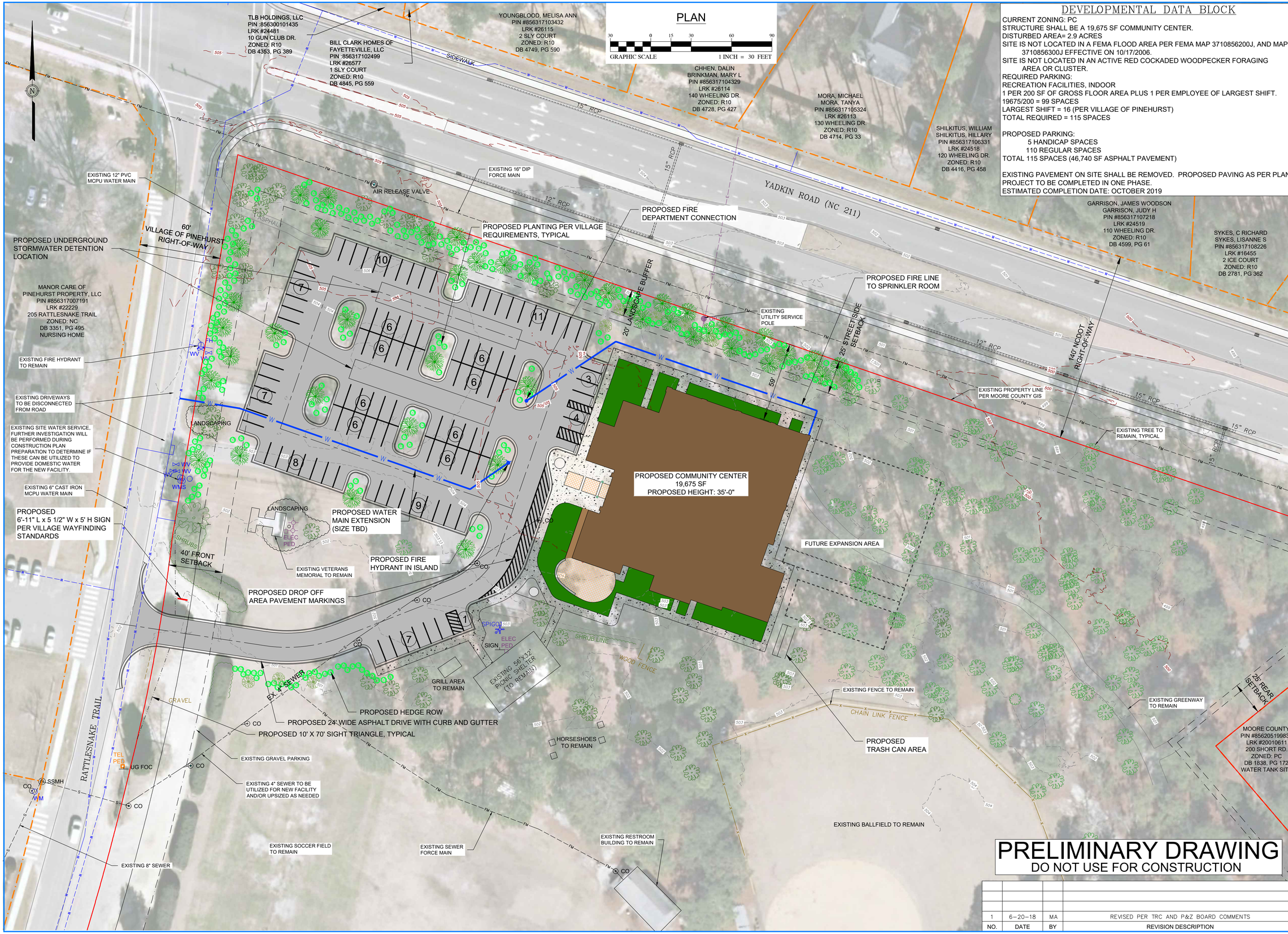
2. The Irrigation Service requires an RPZ Backflow Preventer at the R/W on your side of the meter.

3. The Fire Line requires a Gate Valve at the R/W for determination of ownership and a RPZ Backflow Preventer at the R/W on the your side of the gate valve. (see attachment)

Comments of Scott Thomas, Chief Building Official

No Comments at this time.

*** End of General Concept Plan Review***



DEVELOPMENTAL DATA BLOCK

CURRENT ZONING: PC
STRUCTURE SHALL BE A 19,675 SF COMMUNITY CENTER.
DISTURBED AREA= 2.9 ACRES
SITE IS NOT LOCATED IN A FEMA FLOOD AREA PER FEMA MAP 3710856200J, AND MAP 3710856300J EFFECTIVE ON 10/17/2006.
SITE IS NOT LOCATED IN AN ACTIVE RED COCKADED WOODPECKER FORAGING AREA OR CLUSTER.
REQUIRED PARKING:
RECREATION FACILITIES, INDOOR
1 PER 200 SF OF GROSS FLOOR AREA PLUS 1 PER EMPLOYEE OF LARGEST SHIFT.
19675/200 = 99 SPACES
LARGEST SHIFT = 16 (PER VILLAGE OF PINEHURST)
TOTAL REQUIRED = 115 SPACES

PROPOSED PARKING:
5 HANDICAP SPACES
110 REGULAR SPACES
TOTAL 115 SPACES (46,740 SF ASPHALT PAVEMENT)

EXISTING PAVEMENT ON SITE SHALL BE REMOVED. PROPOSED PAVING AS PER PLAN.
PROJECT TO BE COMPLETED IN ONE PHASE.
ESTIMATED COMPLETION DATE: OCTOBER 2019

NO.	DATE	BY	REVISION DESCRIPTION
1	6-20-18	MA	REVISED PER TRC AND P&Z BOARD COMMENTS

McGill ASSOCIATES
ENGINEERING·PLANNING·FINANCE
5 REGIONAL CIRCLE, SUITE A PINEHURST, NC 28374 PH: (910) 295-3159 FIRM LICENSE # C-0459

CANNON PARK COMMUNITY CENTER
VILLAGE OF PINEHURST, NORTH CAROLINA

JOB NO.: 17.04028
DATE: APRIL 2018
DESIGNED BY: MSA
CADD BY: WW
DESIGN REVIEW: ____
CONST. REVIEW: ____
17.04028 Plan.dwg

GENERAL CONCEPT PLAN

SHEET
C-101

L:\Drawings\2017\17.04028\Design\Civil\Drawings\17.04028 Plan.dwg 6/21/2018 8:56 AM WYNN WILSON

OCA

OCA

OCA

OCA

OCA

CONSIDER A MOTION TO APPROVE A REQUEST BY THE VILLAGE OF PINEHURST FOR A MAJOR SITE PLAN REVIEW IN ORDER TO CONSTRUCT A COMMUNITY CENTER.

ADDITIONAL AGENDA DETAILS:

FROM:
Lauren Craig

CC:
Jeff Sanborn

DATE OF MEMO:
6/20/2018

MEMO DETAILS:
Should Council wish to take action on the Major Site Plan for the Community Center, staff has included a motion at the table for consideration to approve the request.

CONSIDER AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN ADDENDUM TO THE REC ROOM LEASE.

ADDITIONAL AGENDA DETAILS:

FROM:
Mark Wagner

CC:
Jeff Sanborn, Jeff Batton

DATE OF MEMO:
6/20/2018

MEMO DETAILS:
Staff has negotiated a lease extension with Rattlesnake Properties, LLC for the property at 300 Kelly Road, Suite A and an office in Suite B. This is the space the Parks and Recreation Department refers to as the Recreation Room and uses to hold various programs and activities throughout the year.

The initial term of the original lease expires on June 30, 2018 and we are proposing extending that through September 30, 2019 at a cost of $2,100 per month. The initial monthly rate was $2,000 per month and has not increased since the lease began in May of 2015.

Staff anticipates that at the conclusion of this lease addendum, all programs and activities will be able to relocate into the new Cannon Park Community Center. If the Center is not completed by September 30, 2019, the holdover (paragraph 23) section of the agreement now states a monthly rental rate of $2,100 would remain.

Thank you.

ATTACHMENTS:

Description
Lease Agreement
Lease Addendum

REALTORS' Commercial Alliance
REALTOR® North Carolina Association of REALTORS®

COMMERCIAL LEASE AGREEMENT
(Multi-Tenant Facility)

COPY

(Note: This form is not intended to be used as a Sublease and SHOULD NOT be used in Sublease circumstances)

THIS COMMERCIAL LEASE AGREEMENT, including any and all addenda attached hereto ("Lease"), is by and between RATTLESNAKE PROPERTIES, LLC,
a(n) LIMITED LIABILITY COMPANY ("Landlord"),
(individual *or* State of formation and type of entity)

whose address is 300 KELLY ROAD, SUITE B7 PINEHURST NC 28374, and
VILLAGE OF PINEHURST,
a(n) MUNICIPALITY ("Tenant").
(individual *or* State of formation and type of entity)

whose address is 395 MAGNOLIA ROAD PINEHURST, NC 28374

☐ If this box is checked, the obligations of Tenant under this Lease are secured by the guaranty of NA (name(s) of guarantor(s)) attached hereto and incorporated herein by reference.
(Note: Any guaranty should be prepared by an attorney at law.)

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PREMISES/PROPERTY
(Note: In this paragraph, Premises is the actual space being leased and Property is the broader site/location of the Premises.)

1. (a) Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, those certain premises depicted on **Exhibit A** attached hereto and incorporated herein by reference (hereinafter called the "Premises"), which is a part of a building or buildings located at the Property (defined below).

The address of the Premises is:

(Address): 300 KELLY ROAD ALL OF SUITE A & ONE OFFICE IN SUITE B
PINEHURST, NC 28374

(b) The Premises is located at the following described property ("Property"):

(Address): 300 KELLY ROAD
PINEHURST, NC 28374

Plat Reference: Lot(s) NA, Block or Section NA, as shown on Plat Book or Slide 3242 at Page(s) 372, MOORE County, consisting of .82 acres.

☒ If this box is checked, Property shall mean that property described on **Exhibit B** attached hereto and incorporated herewith by reference.

(For information purposes: (i) the tax parcel number of the Property is: 00019460; and, (ii) some or all of the Property is described in Book 3242, Page No. 372, MOORE County.)

Tenant Initials _____ _____ Landlord Initials _____ _____

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All facilities furnished at the Property and designated for the general use, in common, of occupants of the Property and their invitees, agents or employees, including Tenant hereunder, including but not limited to parking areas, streets, driveways, sidewalks, canopies, roadways, loading platforms, shelters, ramps, landscaped areas, exterior water faucets, irrigation systems, exterior lighting fixtures, signs and other facilities whether of a similar or dissimilar nature ("Common Areas") shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location and arrangement of the Common Areas and to restrict parking by tenants and their employees to employee parking areas, to make Rules and Regulations (as herein defined) and do such things from time to time as in Landlord's reasonable discretion may be necessary regarding the Common Areas.

Tenant shall also have a non-exclusive right, in common with other tenants at the Property, to the use of the Common Areas at the Property, subject to the terms hereof.

TERM

2. The term of this Lease shall commence on MAY 01, 20 15 ("Lease Commencement Date"), and shall end at 11:59 p.m. (based upon the time at the locale of the Premises) on JUNE ~~APRIL~~ 30, 20 18, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

☐ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least NA days prior to the end of the then expiring term of this Lease, for NA additional term(s) of NA years each.

☐ **Option to Lease-** If this box is checked, Tenant, upon the payment of the sum of $ NA (which sum is not rental or security deposit hereunder, but is consideration for this Option to Lease and is non-refundable under any circumstances) shall have a period of NA days prior to the Lease Commencement Date ("Option Period") in which to inspect the Premises and make inquiry regarding such sign regulations, zoning regulations, utility availability, private restrictions or permits or other regulatory requirements as Tenant may deem appropriate to satisfy itself as to the use of the Premises for Tenant's intended purposes. Tenant shall conduct all such on-site inspections, examinations, inquiries and other review of the Premises in a good and workmanlike manner, shall repair any damage to the Premises caused by Tenant's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Landlord's or any tenant's use and enjoyment of the Property. In that respect, Tenant shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to the tenant at the Premises of any entry onto the Premises for the purpose of conducting inspections. Upon Landlord's request, Tenant shall provide to Landlord evidence of general liability insurance. Tenant shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Premises and shall be entitled to review such books and records of Landlord that relate directly to the operation and maintenance of the Premises, provided, however, that Tenant shall not disclose any information regarding the Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Tenant shall obtain their agreement to maintain such confidentiality. Tenant assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Option to Lease and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Tenant shall survive the termination of this Option to Lease or this Lease. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises or Property caused by Tenant's entry and on-site inspections. **IF TENANT CHOOSES NOT TO LEASE THE PREMISES, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO LANDLORD THEREOF PRIOR TO THE EXPIRATION OF THE OPTION PERIOD, THEN THIS LEASE SHALL TERMINATE AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATIONS HEREUNDER AND LANDLORD SHALL RETURN TO TENANT ANY RENTAL OR SECURITY DEPOSIT PAID TO LANDLORD HEREUNDER.** Tenant shall be deemed to have exercised its Option to Lease and to be bound under the terms of this Lease if (i) Tenant shall occupy the Premises prior to the expiration of the Option Period, whereupon the date of occupancy shall be deemed the Lease Commencement Date, or (ii) Tenant shall not provide written notice to Landlord of its termination of this Lease prior to the expiration of the Option Period.

RENTAL

3. Beginning on MAY 1, 2015 ("Rent Commencement Date"), Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, an annual rental of $ 24,000.00, payable in equal monthly installments of $ 2,000.00, in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30 day month.

Tenant Initials _____ _____ Landlord Initials _____ _____

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☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every NA Lease Year Anniversary by NA % over the amount then payable hereunder. In the event renewal of this Lease is provided for in paragraph 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed, or

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every NA Lease Year Anniversary by the greater of: (i) NA percent (NA %) over the amount then payable hereunder, or, (ii) the percentage increase (but not any decrease) in the numerical index of the "Consumer Price Index for All Urban Consumers" (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") for the immediately preceding twelve (12) month period over the amount then payable hereunder.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every NA Lease Year Anniversary by $ NA over the amount then payable hereunder. In the event renewal of this Lease is provided for in paragraph 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed,

☐ If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:

_____

_____

_____

_____

LATE CHARGES

4. If Landlord fails to receive full rental payment within 5 days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to FIVE percent 5 (%) of the overdue amount or $ 50.00 whichever is greater, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of $ 2,000.00 as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this paragraph 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this paragraph 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

☐ If this box is checked, Agent shall hold the security deposit in trust and shall be entitled to the interest, if any, thereon.

UTILITY BILLS/SERVICE CONTRACTS

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. Where a Service Obligation is allocated to Tenant, Tenant shall not be responsible for such service as to any Common Area and such responsibility shall be limited to the Premises (Tenant space). In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable bills prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

Tenant Initials _____ _____ Landlord Initials _____ _____

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Service Obligation	Landlord	Tenant	Not Applicable
Sewer/Septic	☒	☐	☐
Water	☒	☐	☐
Electric	☐	☒	☐
Gas	☐	☐	☒
Telephone	☐	☒	☐
HVAC (maintenance/service contract)	☐	☒	☐
Elevator (including phone line)	☐	☐	☒
Security System	☐	☒	☐
Fiber Optic	☐	☐	☒
Janitor/Cleaning	☐	☒	☐
Trash/Dumpster	☐	☒	☐
Landscaping/Maintenance	☒	☐	☐
Sprinkler System (including phone line)	☐	☐	☒
Pest Control	☐	☒	☐
NA	☐	☐	☐
NA	☐	☐	☐
NA	☐	☐	☐
NA	☐	☐	☐
NA	☐	☐	☐
NA	☐	☐	☐
NA	☐	☐	☐

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises or the Property, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord represents and warrants that with respect to the heating, ventilation and air conditioning system(s) and utility installations existing as of the Lease Commencement Date shall be in good order and repair. Subject to the provisions of this paragraph 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

RULES AND REGULATIONS

7. The rules and regulations, if any, attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with any Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such Rules and Regulations are in writing and are not in conflict with the terms and conditions of the Lease. Landlord shall use commercially reasonable efforts to enforce such Rules and Regulations at the Property, provided, however, in no event shall Landlord be obligated to make any material expenditures in connection with the enforcement of such Rules and Regulations. Landlord shall not be liable for any damages arising from any use, act or failure to act of any other tenant or occupant (including such tenant's or occupant's invitees, agents or employees), if any, of the Property.

PERMITTED USES

8. The permitted use of the Premises shall be: COMMUNITY FACILITY ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

Tenant Initials _____ _____ Landlord Initials _____ _____

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TAXES, INSURANCE AND COMMON AREA AND PROPERTY OPERATING EXPENSES

9. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property, shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Property as Landlord in its reasonable discretion may deem appropriate and shall maintain and operate the Common Areas and the Property. Tenant shall reimburse Landlord for its proportionate share of all taxes, insurance and Common Areas and Property operating expenses as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall reimburse Landlord for its proportionate share of taxes, insurance and Common Areas and Property operating expenses during the term of this Lease, and any extension or renewal thereof. **If boxes are checked below, the manner of reimbursement shall be as indicated:**

Taxes

☐ Its proportionate share of the amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property for each tax year exceed all taxes on the Property for the tax year ___NA___; or

☐ Its proportionate share of all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property for each tax year.

If the final Lease Year of the term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease Year.

☐ If this box is checked, Tenant shall reimburse Landlord for its proportionate share of taxes by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of its proportionate share of the then current tax payments for the Property. Upon receipt of bills, statements or other evidence of taxes due, Landlord shall pay or cause to be paid the taxes. If at any time the reimbursement payments by Tenant hereunder do not equal its proportionate share ofthe amount of taxes paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this paragraph 9.

Insurance

☐ Its proportionate share of the excess cost of commercial general liability, broad form fire and extended and special perils insurance with respect to the Property over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or

☐ Its proportionate share of the cost of all commercial general liability, broad form fire and extended and special perils insurance with respect to the Property.

☐ If this box is checked, Tenant shall reimburse Landlord for its proportionate share of insurance by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of its proportionate share of the then current insurance premiums for the Property. Upon receipt of bills, statements or other evidence of insurance premiums due, Landlord shall pay or cause to be paid the insurance premiums. If at any time the reimbursement payments by Tenant hereunder do not equal its proportionate share of the amount of insurance premiums paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this paragraph 9.

Tenant Initials _____ _____ Landlord Initials _____ _____

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Provided however, notwithstanding any provision of the foregoing, that in the event Tenant's use of the Premises results in an increase in the rate of insurance on the Property, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

Common Areas and Property Operating Expenses

☐ Its proportionate share of all Common Areas and Property operating expenses.

For the purpose of this Lease, Common Areas and Property operating expenses shall include: (a) the cost of water and sewer services for any exterior landscaping irrigation systems; (b) the cost of utilities to service the Property (not separately metered to tenants and regardless of their allocation to Landlord under paragraph 6 hereof) including but not limited to, electric service for any parking lot lighting, marquee signs, ground signs, pylon signs, time clocks, irrigation systems, common electric outlets used in connection with maintenance of the Property, and such other electric costs, including the replacement of light bulbs in Common Areas light fixtures as necessary to properly maintain and operate the Common Areas; (c) the cost of the removal of any trash, including the rental cost of dumpster units and fees for refuse removal; (d) the cost of exterior window washing of vacant spaces, cleaning of any building exterior, awnings, sidewalks, driveways and parking areas; (e) the cost of any grounds maintenance, including but not limited to charges for maintaining plant materials, fertilizer, pesticides, grass mowing, pruning of plants, planting of annual flowers, removal of debris and trash from Common Areas, cleaning supplies, and such other expenses necessary to maintain the Property; (f) the cost of service contracts with independent contractors to maintain on a regular basis the plumbing systems outside the rentable areas of each tenant, and to provide for pest control and exterminating services for the Common Areas; (g) the cost of maintaining the parking areas and driveways, including the re-striping of parking spaces, patching of deteriorated pavement, replacement of parking signs or directional signs; (h) the cost of Landlord's personnel when such personnel are engaged directly in the maintenance of the Common Areas of the Property, including the cost of employer taxes and a proration of employee benefits; (i) the cost of snow and ice removal from parking areas, driveways, walkways and service areas; (j) the cost of telephone, telegraph, stationery, advertising, and mail or shipping costs related directly to the maintenance or operation of the Property; (k) the cost of all capital and structural repair maintenance for the Property and systems related thereto; and (l) such other costs and expenses as are typically incurred in the maintenance and operation of a property of this type, inclusive of a management fee paid by Landlord to a property manager or property management company or organization for the management of the Property and any owner association dues or assessments. Within one hundred eighty (180) days following the end of each calendar year, Landlord shall cause a statement to be prepared of the actual cost of Common Areas and Property operating expenses for such calendar year and shall provide Tenant a copy of same. Tenant's proportionate share of Common Areas and Property operating expenses is presently estimated to be the sum of $NA _____ annually or $ NA per month.

☐ If this box is checked, Tenant shall reimburse Landlord for its proportionate share of Common Areas and Property operating expenses by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, the amount set forth above as the presently estimated per month proportionate share of Common Areas and Property operating expenses for the Premises. Landlord shall pay or cause to be paid the Common Areas and Property operating expenses. Within one hundred eighty (180) days following the end of each calendar year, Landlord shall: (i) cause a statement to be prepared of the actual cost of Common Areas and Property operating expenses for such calendar year and shall notify Tenant of any overpayment or underpayment of Tenant's proportionate share of these items during such prior calendar year; and, (ii) establish an estimate of the cost of Common Areas and Property operating expenses for the then current calendar year. To the extent Tenant has overpaid Tenant's proportionate share of these items for the preceding calendar year, such overage shall be credited to Tenant's proportionate share of these items for the current calendar year. To the extent Tenant has underpaid Tenant's proportionate share of these items for the preceding calendar year, Tenant shall, on the first day of the calendar month following receipt of the statement from Landlord setting forth the amount of such underpayment, pay to Landlord the full amount of such underpayment for the preceding calendar year. In addition, beginning on the first day of the calendar month following the date upon which Landlord shall have delivered to Tenant the statement for the estimated Common Areas and Property operating expenses for the then current calendar year, Tenant shall pay to Landlord the product of one-twelfth (1/12) of Tenant's proportionate share of the estimated Common Areas and Property operating expenses for the then current calendar year multiplied by the number of calendar months in the calendar year which shall have begun as of said first day, minus the aggregate amount of the monthly payments for Tenant's proportionate share of expenses theretofore paid by Tenant during such calendar year. The remainder of Tenant's proportionate share of such expenses for the then current calendar year shall be paid by Tenant to Landlord on the first day of each succeeding month in equal consecutive monthly installments of one-twelfth (1/12) of the total amount of Tenant's proportionate share of Common Areas and Property operating expenses as shown on the estimate thereof provided by Landlord. Landlord shall have no

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obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this paragraph 9.

For purposes of this paragraph 9, "Tenant's proportionate share" shall mean **(check one)**:

☐ NA % of the expenses above designated; or

☐ $ NA payable monthly, in satisfaction of all reimbursements under this paragraph 9; or

(Note: The following box should only be checked if there are no boxes checked above in this paragraph 9.)
☒ None- Tenant shall have no responsibility to reimburse Landlord for taxes, insurance or Common Areas and Property operating expenses.

INSURANCE; WAIVER; INDEMNITY

10. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than 1,000,000.00 combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the ~~"all-risks"~~ COMMERCIAL GENERAL LIABILITY insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in paragraph 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in paragraph 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this paragraph 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this paragraph 10 shall survive the expiration or earlier termination of this Lease.

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation, structural supports, exterior walls (exclusive of all glass and exclusive of all exterior doors) of the Premises and the Common Areas of the Property (including all capital replacements thereof), except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

REPAIRS BY TENANT

12. (a) Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises (except those repairs expressly required to be made by Landlord hereunder), specifically including but not limited to all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises and water heater repairs. Tenant further agrees that it shall not use the Common Areas for storage or for the disposal of refuse or any other material. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs in excess of $ 250.00.

☒ If this box is checked, Tenant, at its expense, shall maintain the heating, ventilation and air conditioning system(s) serving the Premises in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that Tenant shall have obtained Landlord's prior written approval of the contractor and the repair or replacement expenses for heating, ventilation and air conditioning equipment, Tenant shall not be liable for more than $ 250.00 (per occurrence) or $ 500.00 (annually), and Landlord shall reimburse Tenant for the amount in excess of the stated amount upon the written request of Tenant.

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☐ If this box is checked, Landlord, at its expense, shall maintain the heating, ventilation and air conditioning system(s) serving the Premises in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that, Tenant shall reimburse Landlord an amount up to $ NA (per occurrence) or $ NA (annually), and Landlord be responsible for the amount in excess of the statement amount. Tenant shall reimburse Landlord for the amount in excess of the stated amount upon the written request of Landlord.

(b) Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, invitees or contractorsshall take no action which may void any manufacturers or installers warranty with relation to the Premises or the Property. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph 12.

ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery, equipment or trade fixtures which can be removed without material damage to the Premises or the Property. Tenant shall repair, at Tenant's expense, any damage to the Premises or the Property caused by the removal of any such machinery, equipment or trade fixtures.

DESTRUCTION OF OR DAMAGE TO PREMISES

14. (a)If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under paragraph 14(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this paragraph 14, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

GOVERNMENTAL ORDERS

15. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises; (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted

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pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

CONDEMNATION

16. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of the Premises is taken, or if by reason of any taking of the Property or the Premises, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date the portion of the Premises of taking of the portion of the Premises or Property so taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said portion of the Premises or the Property have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d)If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises and/or Property remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in paragraph 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises and/or the Property.

(e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises and/or the Property or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this paragraph 16, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

ASSIGNMENT AND SUBLETTING

17. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

18. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

REMEDIES UPON DEFAULT

19. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by

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giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

EXTERIOR SIGNS

20. Tenant shall place no signs upon the outside walls, doors or roof of the Premises or anywhere on the Property, except with the express written consent of the Landlord in Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises or on the Property. Any and all signs placed on the Premises or the Property by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

21. Landlord may advertise the Premises "For Rent" or "For Sale" 90 days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

QUIET ENJOYMENT

22. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

HOLDING OVER

23. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Paragraph 3 above.

ENVIRONMENTAL LAWS

24. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or the Property or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove all Hazardous Materials from the Premises, that were placed on the Premises by Tenant or Tenant's employees, agents, invitees or contractors, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative

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action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises or the Property of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises or the Property by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this paragraph 24 shall survive the termination of this Lease.

SUBORDINATION; ATTORNMENT; ESTOPPEL

25. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

ABANDONMENT

26. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

NOTICES

27. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein

BROKERS

28. Except as expressly provided herein, Tenant and Landlord agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the lease of the Property to Tenant. Tenant and Landlord represent and warrant to each other that: (i) except as to the brokers

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designated below ("Brokers"), they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Tenant and/or the Landlord.

KUESTER REAL ESTATE SERVICES ("Listing Agency"),
GEORGE L MANLEY ("Listing Agent" - License # 265776)
Acting as: ☒ Landlord's Agent; ☐ Dual Agent
and KUESTER REAL ESTATE SERVICES ("Selling Agency"),
GEORGE L MANLEY ("Selling Agent"- License # 265776)
Acting as: ☐ Tenant's Agent; ☒ Landlord's (Sub)Agent; ☐ Dual Agent

GENERAL TERMS

29. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) **Time is of the essence in this Lease.**

(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

(g) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

SPECIAL STIPULATIONS

☒ If this box is checked, additional terms of this Lease are set forth on **Exhibit** Cattached hereto and incorporated herein by reference. **(Note: Under North Carolina law, real estate agents are not permitted to draft lease provisions.)**

Tenant Initials _____ _____ Landlord Initials _____ _____

© 7/2014

This form produced by: **Formulator** 800-499-9612

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

LANDLORD:

Individual

_____

_____

Date: _____

Business Entity

RATTLESNAKE PROPERTIES, LLC
(Name of Firm)

By: [signature]
Title:
Date: 4/21/15

TENANT:

Individual

_____

_____

Date: _____

Business Entity

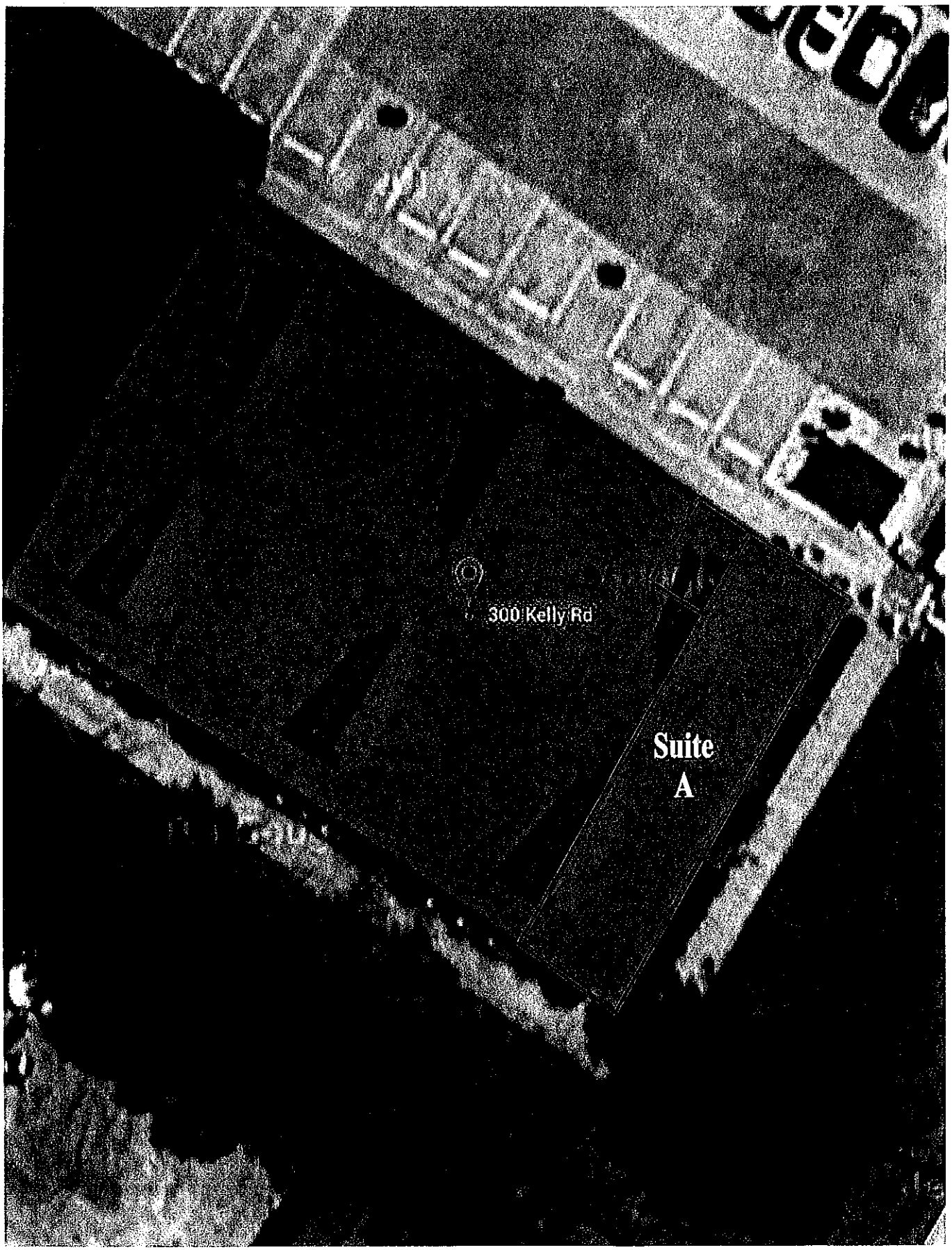
VILLAGE OF PINEHURST
(Name of Firm)

By: Nancy Roy Fiorillo
Title: Mayor
Date: 4/16/15

© 7/2014

This form produced by: Formulator 800-499-9612

EXHIBIT A



Notes are not to scale

60

EXHIBIT B

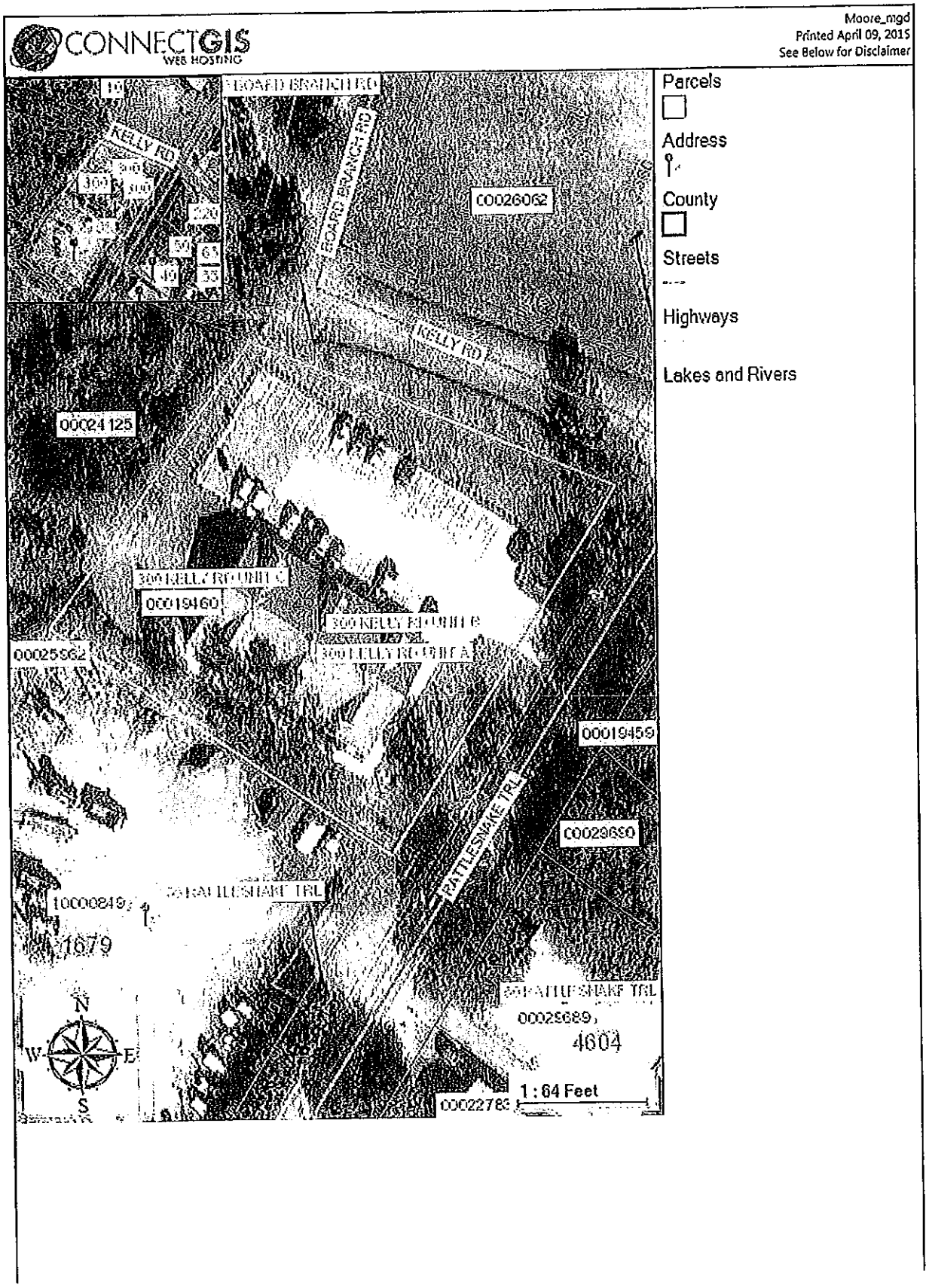

CONNECTGIS
WEB HOSTING
Moore_mgd
Printed April 09, 2015
See Below for Disclaimer
Parcels
Address
County
Streets
Highways
Lakes and Rivers
KELLY RD
BOARD BRANCH RD
C0026062
00024125
300 KELLY RD UNIT C
00019460
00025962
300 KELLY RD UNIT B
300 KELLY RD UNIT A
00019459
C0029690
RATTLESNAKE TRL
10000849
1679
00029689
4604
00022783
N
S
E
W
1 : 64 Feet

Exhibit C

ADDITIONAL TERMS

1. "Landlord" agrees to repair all items as noted by the Village Building Inspector in Suite A. These include exit lights, door handle hardware on front and rear doors, and locks for Suite B.
2. "Tenant" would like it noted that the mirrored glass wall has an existing crack on the far left corner panels that is present at the time of possession.
3. In the event that additional parking becomes necessary on site, the "Landlord" and "Tenant" agree to the following provisions:
    a. "Landlord" will be responsible for any fees related to the additional parking area design and submittal of all applicable documents related to a site plan submittal and approval process to the Village of Pinehurst Planning Department.
    b. "Tenant" agrees to be financially responsible for the construction of the additional parking area and any required landscaping for the additional parking area only.
    c. "Landlord" will be responsible for all maintenance of the additional parking and landscaping after installation.

Addendum to Commercial Lease Agreement

This Addendum is attached to and made part of that Commercial Lease Agreement ("Agreement") by and between Village of Pinehurst ("Tenant") and Rattlesnake Properties, LLC ("Landlord") for the leasing of that property known as **300 Kelly Road, Suite A and One office in Suite B, Pinehurst, NC 28374** ("Property").

The termination of the Lease shall be extended to end at 11:59pm on September 30, 2019.

Beginning July 1, 2018 the monthly rental installment shall be $2,100.00 due on the first of every month from July 1, 2018 through the term of the lease.

Paragraph 23 is amended such that during a holdover by Tenant, if applicable, the monthly rental payable under Paragraph 3 shall for each month remain at $2,100.00.

Paragraph 28 is amended to remove Kuester Real Estate Services from the Agreement.

All other terms and conditions remain unchanged and shall remain in full force and effect.

Tenant:	Landlord:
_____ (Seal)	_____ (Seal)
Signed: June _____, 2018	Signed: June _____, 2018

PUBLIC HEARING NO. 2

ADDITIONAL AGENDA DETAILS:

The purpose of the public hearing is to consider a voluntary annexation petition from Charles L. Grant, II for approximately 5 acres located at 4176 Murdocksville Road. The properties to be annexed are also defined as being Moore County LRK # 20160035 and are designated as Pinehurst Senior Apartments, LLC.

FROM:

Will Deaton, Planning and Inspections Director

DATE OF MEMO:

6/26/2018

MEMO DETAILS:

Annexation for Pinehurst Senior Apartments.

ATTACHMENTS:

	Description
🗋	Staff Report
🗋	Location Map
🗋	Petition
🗋	Ordinance 18-10 Annex Pinehurst Senior Apartments

1895
VILLAGE OF
PINEHURST

PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Mayor Fiorillo and Village Council
From: Will Deaton, Planning and Inspections Director
Cc: Natalie Hawkins, Assistant Village Manager
Lauren Craig, Village Clerk
Date: June 26, 2018
Subject: Public Hearing #2. Consideration of a Voluntary Petition for Annexation/Pinehurst Senior Apartments

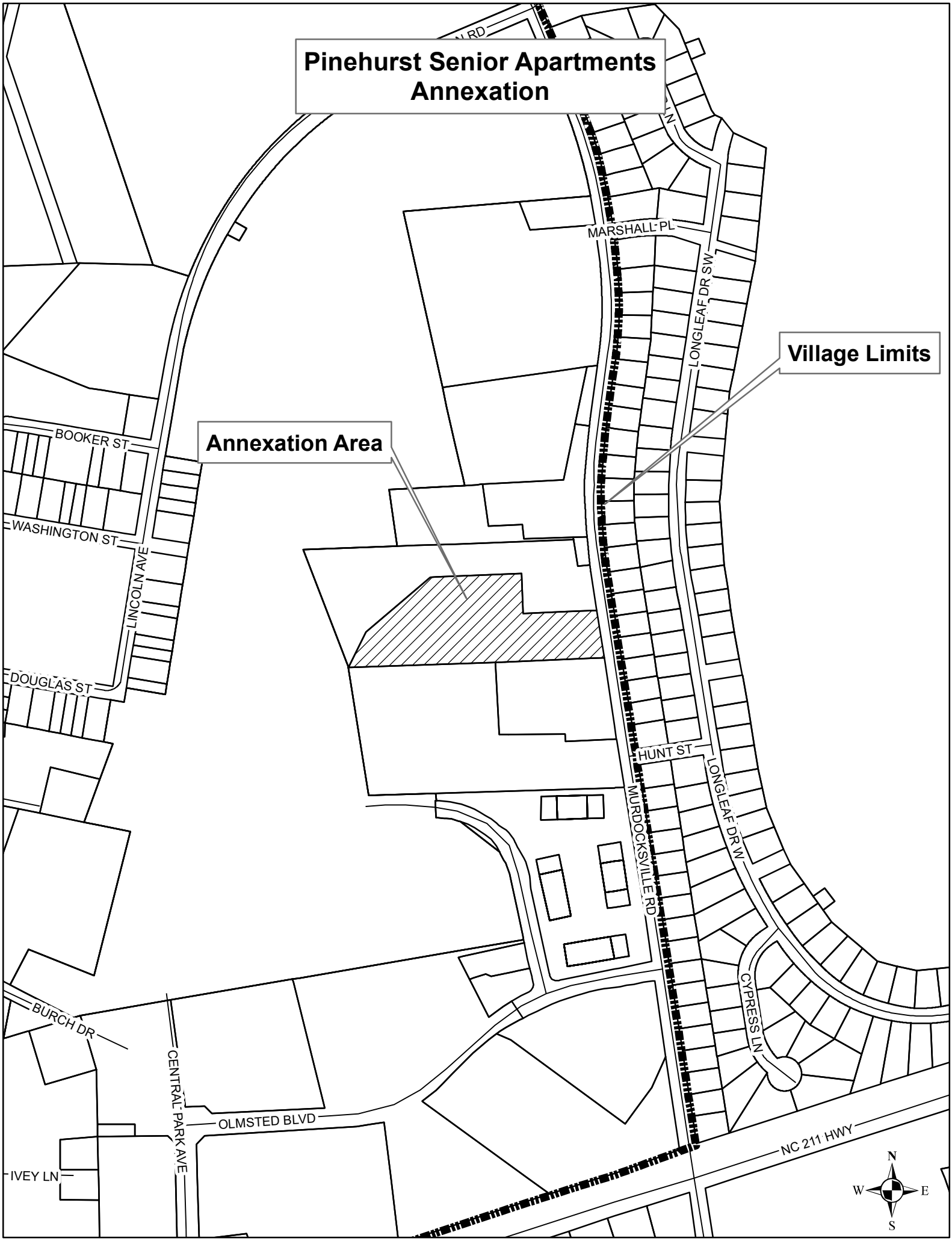
Applicant: Charles L. Grant, II
Owners: Pinehurst Senior Apartments, LLC
Property Location: 4176 Murdocksville Road
Moore County LRK#: 20160035

The applicant requests a voluntary annexation of +/- 5 acres of property for Pinehurst Senior Apartments that is contiguous to the existing corporate boundary of Pinehurst and therefore regulated by G.S. 160A-31. In October 2016, the Village Council approved a special intensity allocation request for this parcel with the requirement that the applicant petition for voluntary annexation. As required by G.S. 160A-31, once the Village Clerk has certified the petition for voluntary annexation a public hearing before the Village Council is required. Action is not required by the Planning and Zoning Board for annexation petitions.

Analysis:
Staff has notified Aberdeen, Carthage, Foxfire and Southern Pines of this petition, as required by our annexation agreements, and received no feedback.

A location map, a copy of the certified petition for voluntary annexation, and draft ordinance are included for consideration.

Recommendation:
Village staff recommends approval of this petition for voluntary annexation. It is further recommended that the annexation ordinance be adopted by the Village Council with an annexation effective date of June 30, 2018.


Pinehurst Senior Apartments Annexation
Village Limits
Annexation Area
MARSHALL PL
LONGLEAF DR SW
BOOKER ST
WASHINGTON ST
LINCOLN AVE
DOUGLAS ST
HUNT ST
MURDOCKSVILLE RD
LONGLEAF DR W
CYPRESS LN
BURCH DR
CENTRAL PARK AVE
OLMSTED BLVD
NC 211 HWY
IVEY LN
N
W
E
S

The Village *of*
PINEHURST
NORTH CAROLINA

Application for
Voluntary Petition for Annexation

Location of Property 4176 Mudocksville Road, Pinehurst, NC

Moore County Tax Map and Parcel Number: 855300710908 - 20160035

Total area of the Property (acres): 5 Acres

Property Owner Name Pinehurst Senior Apartments, LLC

Address 501-A Unicorn Drive, Wake Forest, NC 27587 Telephone Number 919-219-3932

1. The undersigned Charles L Grant, II, being owner of all real property located within the area described in the attached metes and bounds description, requests that such area be annexed into the Village of Pinehurst, North Carolina.
2. The area to be annexed is located at 4176 Murdocksville Road (Closest Addressed Parcel)
   A metes and bounds description of said property is attached hereto.
3. A map of the foregoing property, showing its relationship to the existing corporate limits of the Village, is attached hereto.
4. A complete copy of the last deed of record is attached hereto.
5. Two (2) copies of a boundary survey of the property to be annexed, including the following information:
   1. the Moore County Tax Map and Parcel Number
   2. the total area of the property (in acres)
   3. the name and address of the property owner(s)
6. This petition is presented under the authority contained in GS 160 A-31

Respectfully submitted this 4th day of Oct 2016

Attest member

Secretary

(Name) CHARLES L GRANT, II Pinehurst SR APARTMENTS LLC

(Address) P.O. BOX 1855 WAKE FOREST, NC 27588

(Owner/President)

RECEIVED
OCT - 4 2016
PLANNING and INSPECTIONS DEPT.
VILLAGE OF PINEHURST

Planning and Inspections Department
395 Magnolia Rd. - Pinehurst, North Carolina 28374
(910) 295-2581 - Fax (910) 295-1396 - www.villageofpinehurst.org

I, Lauren M. Craig, Clerk to the Village Council of the Village of Pinehurst, do hereby certify that the sufficiency of the above referenced petition has been checked and found to be in compliance with G.S. 160A-31.

Lauren M. Craig 10/20/16

Village Clerk Date

VILLAGE OF PINEHURST CORPORATE SEAL NORTH CAROLINA

THE LAND TO BE ANNEXED INTO THE VILLAGE OF PINEHURST DESCRIBED AT THE LOYD TRACT AND AS DESCRIBED IN THE FOLLOWING:

LYING AND BEING IN MOORE COUNTY, NORTH CAROLINA, ON THE WEST SIDE OF AND ADJOINING MURDOCKSVILLE ROAD. BOUNDED ON THE EAST BY MURDOCKSVILLE ROAD, ON THE SOUTH BY KRK HOLDINGS, LLC TRACT(DB 3894 PG 264) AND BY EDU-CARE & PRE-SCHOOL, INC. TRACT(DB 1104 PG 467), ON THE WEST BY THE MCKENZIE TRACT(DB 3354 PG 558)AND KENTON LOYD'S LOT # 2(PC 16 S 850). AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN 1" EXISTING IRON PIPE FLUSH WITH THE GROUND, SAID IRON PIPE BEING THE SOUTHEAST CORNER OF THE TRACT DESCRIBED SHOWN ON PLAT CABINET 14 SLIDE 654 IN THE MOORE COUNTY REGISTER OF DEEDS OFFICE AND BEING IN THE WEST RIGHT-OF-WAY OF MURDOCKSVILLE ROAD(N.C.S.R. 1209-60' ROW); SAID IRON PIPE ALSO BEING THE NORTHEAST CORNER OF THE KRK HOLDINGS, LLC TRACT DESCRIBED IN DEED BOOK 3894 PAGE 264 IN THE MOORE COUNTY REGISTER OF DEEDS OFFICE; THENCE WITH THE WESTERN RIGHT OF WAY OF MURDOCKSVILLE ROAD N 09°22'42" W A DISTANCE OF 180.00' TO AN .5" IRON ROD, SAID IRON ROD BEING THE SOUTHEAST CORNER OF KENTON R. LOYD'S TRACT 2; THENCE LEAVING THE RIGHT OF WAY WITH TRACT 2 THE FOLLOWING CALLS: S 87°38'23" W A DISTANCE OF 268.00' TO A .5" IRON ROD SET; THENCE N 02°21'37" W A DISTANCE OF 144.00' TO A .5" IRON ROD SET; THENCE S 87°38'23" W A DISTANCE OF 329.20' TO A .5" IRON ROD SET; THENCE S 49°38'23" W A DISTANCE OF 305.00' TO A .5" IRON ROD SET; THENCE S 33°18'24" W A DISTANCE OF 166.35' TO A 1" EXISTING IRON PIPE, SAID IRON PIPE BEING A CORNER IN THE MCKENZIE TRACT, SAID IRON PIPE ALSO BEING THE NORTHWEST CORNER OF THE EDU-CARE DAY CARE & PRE-SCHOOL, INC TRACT; THENCE WITH THE EDU-CARE & PRE-SCHOOL TRACT N 87°37'07" E A DISTANCE OF 564.31' TO A 1" EXISTING IRON PIPE, SAID IRON ROD BEING THE NORTHEAST CORNER OF THE EDU-CARE & PRE-SCHOOL TRACT AND NORTHWEST CORNER OF THE KRK HOLDINGS, LLC TRACT; THENCE WITH THE KRK HOLDINGS, LLC TRACT N 87°38'23" E A DISTANCE OF 348.74' TO AN EXISTING CONCRETE MONUMENT; THENCE CONTINUING WITH THE KRK HOLDINGS, LLC TRACT N 87°33'41" E A DISTANCE OF 43.48' TO THE POINT OF BEGINNING, HAVING AN AREA OF 217684 SQUARE FEET, 5.00 ACRES

FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
February 12, 2016 02:08:21 PM
Book 4605 Page 291-292
FEE: $26.00
NC REVENUE STAMP: $796.00
INSTRUMENT # 2016001811

HM

INSTRUMENT # 2016001811

mail to: BTM, P.A.
P.O. Box 25008
Winston-Salem, NC 27114

This document prepared by:
SANDHILLS LAW GROUP
Donnell G. Adams, Jr.,
100 Market Square
Pinehurst, North Carolina 28374

STATE OF NORTH CAROLINA

COUNTY OF MOORE **WARRANTY DEED**

THIS WARRANTY DEED is made this 9th day of February, 2016, by and between **KENTON R. LOYD (a.k.a. Kenton Russell Loyd) and wife, JUDITH SHORT LOYD** of 4176 Murdocksville Rd., West End, NC 27376 ("Grantor"), and **PINEHURST SENIOR APARTMENTS, LLC, a North Carolina limited liability company** of P.O. Box 1855, Wake Forest, NC 27588 ("Grantee").

W I T N E S S E T H:

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 that certain lot, tract, or parcel of land situated in or near the Town of West End, Mineral Springs Township, Moore County, North Carolina, and more particularly described as follows:

> BEING all of Lot No. 1, containing 5.0 acres, as shown on a plat entitled "Minor Level 1 Subdivision Kenton R. Loyd's Division of 10.12 Acre Tract" dated January 2016, prepared by Jeffrey L. Green, and recorded in Plat Cabinet 16, Slide 850, Moore County Register of Deeds.

This conveyance is made subject to: (i) ad valorem taxes for the current year, which taxes shall be prorated at closing; (ii) utility easements of record; and (iii) restrictions enforceable against the property.

This property was conveyed to Grantor in instrument recorded in Book 436, Page 27 and to Kenton R. Loyd in Book 3568, Page 529, Moore County Register of Deeds.

At the time of this conveyance the subject property __x___was/_____was not the principal residence of the seller.

TO HAVE AND TO HOLD the aforesaid lot, tract or parcel of land, and all privileges and appurtenances thereto belonging to the Grantee in fee simple, subject, however, to the exceptions, reservations and conditions hereinabove referred to;

AND the Grantor covenants with the Grantee, that the 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 the Grantor will warrant and defend the title against the lawful claims of all persons, subject however, to the exceptions, reservations and conditions hereinabove referred to.

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

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 by authority of its Board of Directors, on the day and year first above written.

Kenton R. Loyd (SEAL)
KENTON R. LOYD

Judith Short Loyd (SEAL)
JUDITH SHORT LOYD

State of North Carolina
County of Moore

I, Donnell G. Adams Jr, a notary public of the aforesaid county and state, certify that Kenton R. Loyd and Judith Short Loyd personally appeared before me this day and being duly sworn, acknowledged the execution of the foregoing instrument for the purposes therein expressed.

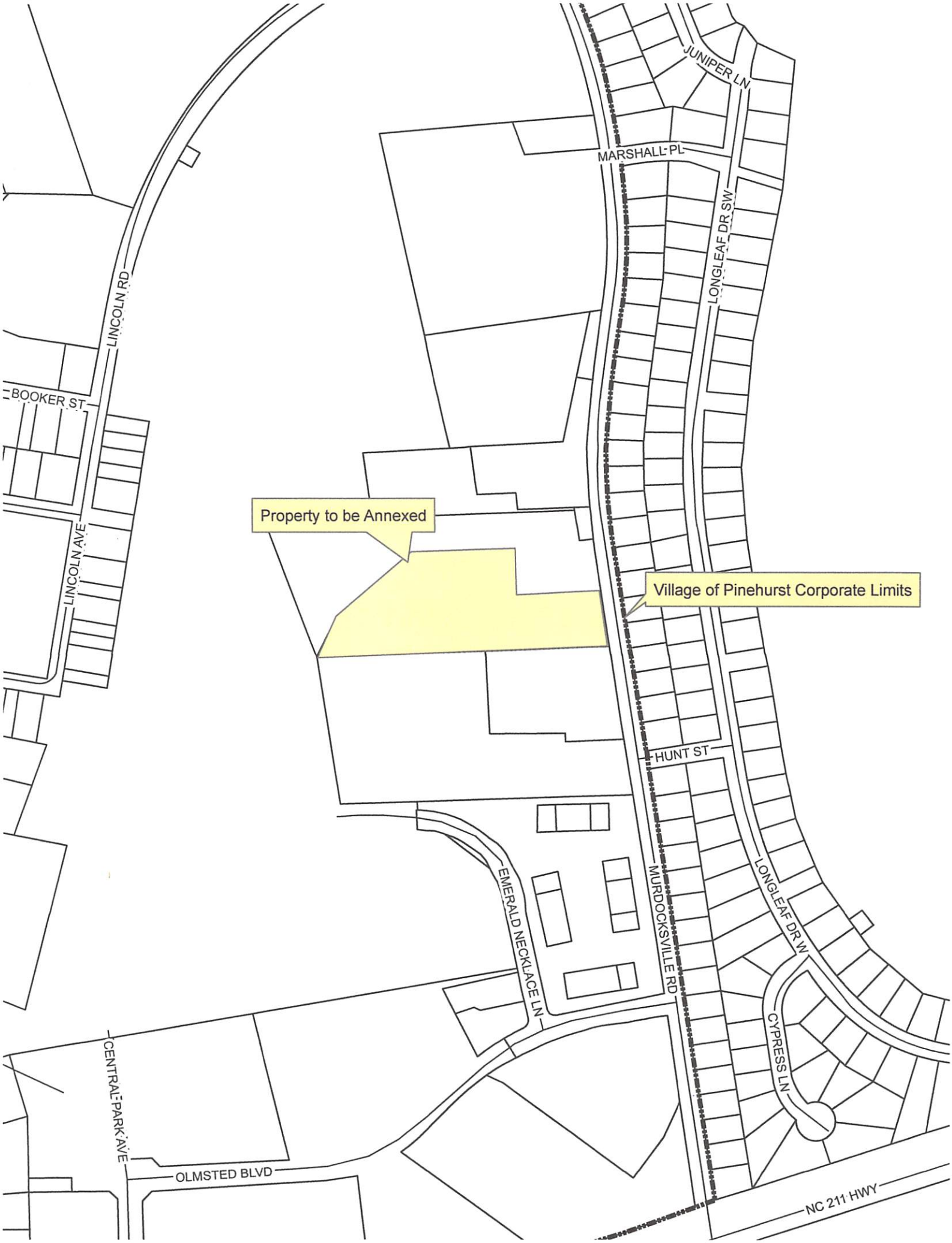
Date: 2/12/16

Notary Public

(Affix Notarial Seal Here)

DONNELL G. ADAMS, JR.
Notary Public
Moore County, NC

My commission expires Nov 5, 2019


JUNIPER LN
MARSHALL PL
LONGLEAF DR SW
LINCOLN RD
BOOKER ST
Property to be Annexed
LINCOLN AVE
Village of Pinehurst Corporate Limits
HUNT ST
EMERALD NECKLACE LN
MURDOCKSVILLE RD
LONGLEAF DR W
CYPRESS LN
CENTRAL PARK AVE
OLMSTED BLVD
NC 211 HWY

ORDINANCE #18-10:

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE VILLAGE OF PINEHURST, NORTH CAROLINA (PINEHURST SENIOR APARTMENTS).

THAT WHEREAS, the Village Council of the Village of Pinehurst has received a voluntary petition for annexation on October 4, 2016 under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Village Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Pinehurst Village Hall, 395 Magnolia Road at 4:30 p.m. on June 26, 2018 after due notice; and

WHEREAS, the Village Council finds that the petition meets the requirements of G.S. 160A -31 and that the areas to be annexed are contiguous to its boundaries.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 26th day of June, 2018 as follows:

SECTION 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous properties owned by Pinehurst Senior Apartments, LLC are hereby annexed and made part of the Village of Pinehurst as of June 30, 2018:

PINEHURST SENIOR APARTMENTS

THE LAND TO BE ANNEXED INTO THE VILLAGE OF PINEHURST DESCRIBED AT THE LOYD TRACT AND AS DESCRIBED IN THE FOLLOWING:

LYING AND BEING IN MOORE COUNTY, NORTH CAROLINA, ON THE WEST SIDE OF AND ADJOINING MURDOCKSVI LLE ROAD. BOUNDED ON THE EAST BY MURDOCKSVILLE ROAD, ON THE SOUTH BY KRK HOLDINGS, LLC TRACT(DB 3894 PG 264) AND BY EDU-CARE & PRE-SCHOOL,INC. TRACT(DB 1104 PG 467), ON THE WEST BY THE MCKENZIE TRACT(DB 3354 PG 558)AND KENTON LOYD'S LOT # 2(PC 16 S 850). AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN 1" EXISTING IRON PIPE FLUSH WITH THE GROUND, SAID IRON PIPE BEING THE SOUTHEAST CORNER OF THE TRACT DESCRIBED SHOWN ON PLAT CABINET 14 SLIDE 654 IN THE MOORE COUNTY REGISTER OF DEEDS OFFICE AND BEING IN THE WEST RIGHT-OF-WAY OF MURDOCKSVILLE ROAD(N.C.S.R. 1209-60' ROW); SAID IRON PIPE ALSO BEING THE NORTHEAST CORNER OF THE KRK HOLDINGS, LLC TRACT DESCRIBED IN DEED BOOK 3894 PAGE 264 IN THE MOORE COUNTY REGISTER OF DEEDS OFFICE; THENCE WITH THE WESTERN RIGHT OF WAY OF MURDOCKSVILLE ROAD N 09°22'42" W A DISTANCE OF 180.00' TO AN .5" IRON ROD, SAID IRON

DRAFT

ROD BEING THE SOUTHEAST CORNER OF KENTON R. LOYD'S TRACT 2; THENCE LEAVING THE RIGHT OF WAY WITH TRACT 2 THE FOLLOWING CALLS: S 87°38'23" W A DISTANCE OF 268.00' TO A .5" IRON ROD SET; THENCE N 02°21'37" W A DISTANCE OF 144.00' TO A .5" IRON ROD SET; THENCE S 87°38'23" W A DISTANCE OF 329.20' TO A .5" IRON ROD SET;THENCE S 49°38'23" W A DISTANCE OF 305.00' TO A .5" IRON ROD SET;THENCE S 33°18'24" W A DISTANCE OF 166.35' TO A 1" EXISTING IRON PIPE, SAID IRON PIPE BEING A CORNER IN THE MCKENZIE TRACT,SAID IRON PIPE ALSO BEING THE NORTHWEST CORNER OF THE EDU-CARE DAY CARE & PRE-SCHOOL, INC TRACT; THENCE WITH THE EDU-CARE & PRE-SCHOOL TRACT N 87°37'07" E A DISTANCE OF 564.31' TO A 1" EXISTING IRON PIPE, SAID IRON ROD BEING THE NORTHEAST CORNER OF THE EDU-CARE & PRE-SCHOOL TRACT AND NORTHWEST CORNER OF THE KRK HOLDINGS, LLC TRACT; THENCE WITH THE KRK HOLDINGS, LLC TRACT N 87°38'23" E A DISTANCE OF 348.74' TO AN EXISTING CONCRETE MONUMENT; THENCE CONTINUING WITH THE KRK HOLDINGS, LLC TRACT N 87°33'41" E A DISTANCE OF 43.48' TO THE POINT OF BEGINNING, HAVING AN AREA OF 217684 SQUARE FEET, 5.00 ACRES

SECTION 2. Upon and after June 30, 2018, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Village of Pinehurst and shall be entitled to the same privileges and benefits as other parts of the Village of Pinehurst. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

THIS ORDINANCE passed and adopted this 26th day of June, 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

CERTIFICATION

I, LAUREN M. CRAIG, VILLAGE CLERK, of the Village of Pinehurst, North Carolina, do hereby certify that this is a true and accurate copy of Ordinance #18-10 adopted by the Village Council in a regular meeting assembled on the 26th day of June, 2018.

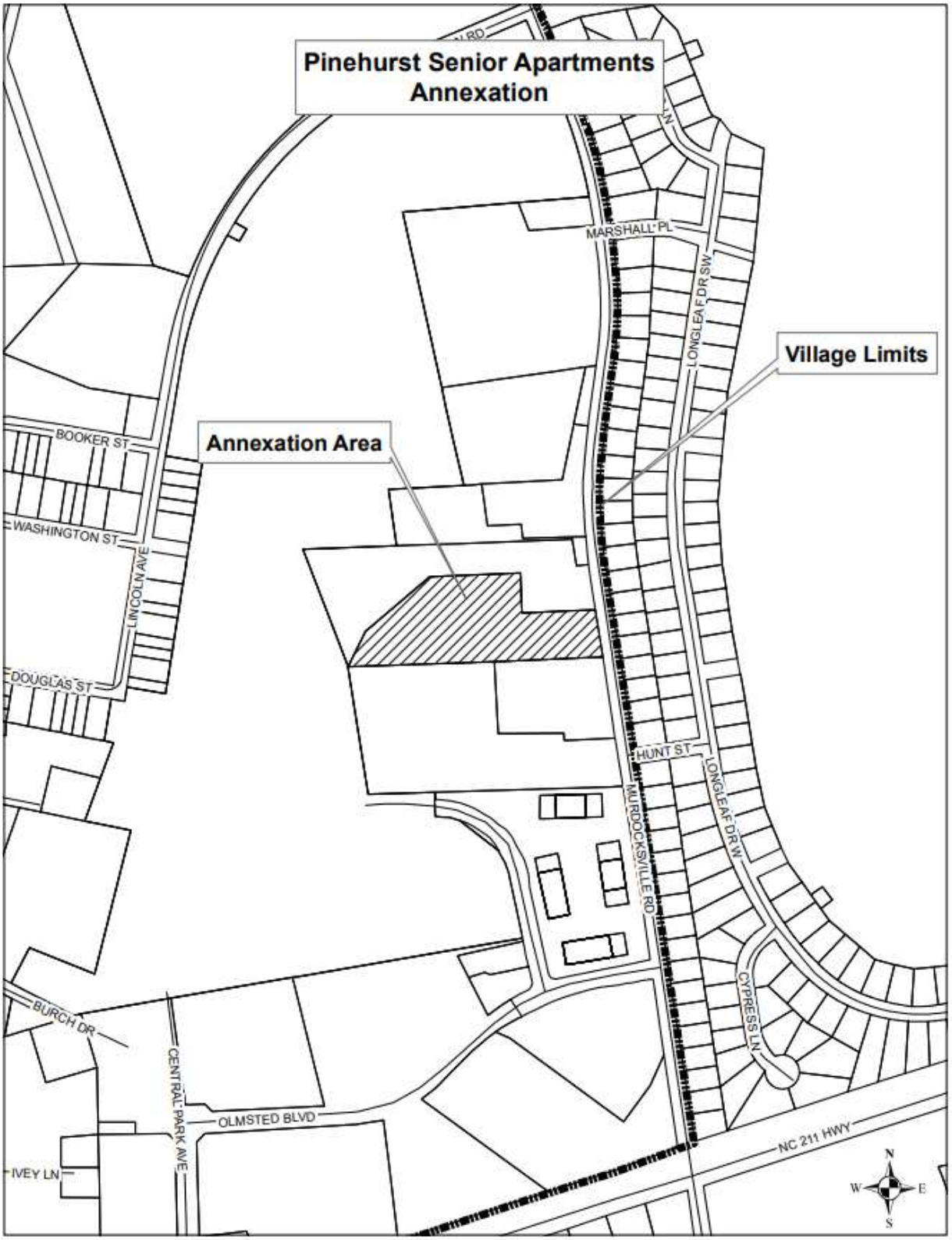
WITNESS MY HAND AND OFFICIAL SEAL of the Village of Pinehurst, North Carolina this 27th day of June, 2018.

_____

Lauren M. Craig
Village Clerk (Municipal Seal)

DRAFT

Attachment #1



PUBLIC HEARING NO. 3

ADDITIONAL AGENDA DETAILS:

The purpose of the public hearing is to consider a voluntary annexation petition from Rick Knight of Tiara Properties for approximately 8.45 acres located at 4140 Murdocksville Road The properties to be annexed are also defined as being Moore County LRK #'s 00016276, 20030615, 00017456, 00016390 and are designated as the Royal Oaks subdivision.

FROM:

Will Deaton, Planning and Inspections Director

DATE OF MEMO:

6/26/2018

MEMO DETAILS:

Annexation for Royal Oaks Subdivision.

ATTACHMENTS:

Description
Staff Report
Location Map
Petition
Ordinance 18-11 Annex Royal Oaks

1895

VILLAGE OF

PINEHURST

PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Mayor Fiorillo and Village Council
From: Will Deaton, Planning and Inspections Director
Cc: Natalie Hawkins, Assistant Village Manager
Lauren Craig, Village Clerk
Date: June 26, 2018
Subject: Public Hearing #3. Consideration of a Voluntary Petition for Annexation/Royal Oaks

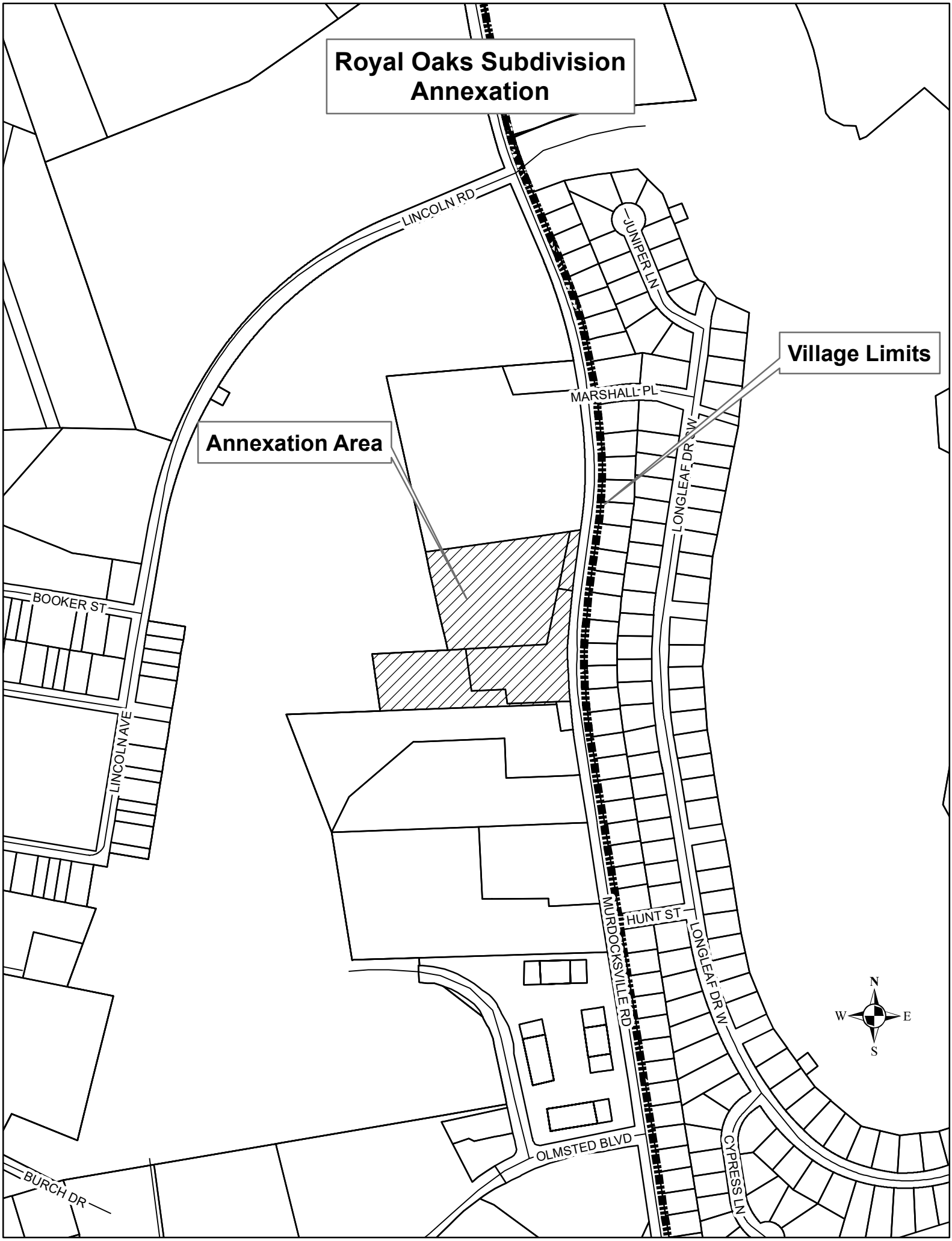
Applicant:	Rick Knight of Tiara Properties
Owners:	Tiara Properties, LLC
Property Location:	4140 Murdocksville Road
Moore County LRK#:	00016276, 20030615, 00017456, 00016390

The applicant requests a voluntary annexation of +/- 8.45 acres of property for Royal Oaks that is contiguous to the existing corporate boundary of Pinehurst and therefore regulated by G.S. 160A-31. In October 2017, the Village Council approved a rezoning for these parcels with a condition that the owner agrees to voluntary annexation upon approval of plans. As required by G.S. 160A-31, once the Village Clerk has certified the petition for voluntary annexation, a public hearing before the Village Council is required. Action is not required by the Planning and Zoning Board for annexation petitions.

Analysis:
Staff has notified Aberdeen, Carthage, Foxfire and Southern Pines of this petition, as required by our annexation agreements, and received no feedback.

A location map, a copy of the certified petition for voluntary annexation, and draft ordinance are included for consideration.

Recommendation:
Village staff recommends approval of this petition for voluntary annexation. It is further recommended that the annexation ordinance be adopted by the Village Council with an annexation effective date of June 30, 2018.


Royal Oaks Subdivision Annexation
Village Limits
Annexation Area
LINCOLN RD
JUNIPER LN
MARSHALL PL
LONGLEAF DR W
BOOKER ST
LINCOLN AVE
HUNT ST
MURDOCKSVILLE RD
LONGLEAF DR W
OLMSTED BLVD
CYPRESS LN
BURCH DR
N
W
E
S

Application for
Voluntary Annexation Petition
(revised 3/14/17)

Location of Property: 4140 Murdocksville Rd, Pinehurst, NC 28374

Moore County Tax Map and Parcel ID #: 00016276, 20030615, 00017458, 00016390

Total area of the Property (acres): 8.45 Acres

Property Owner Name Rick Knight, Tiara Properties, LLC Telephone: 304-541-1492

Address 55 Elkton Drive Pinehurst, NC 28374

1. The undersigned Rick Knight, being owner of all real property located within the area described in the attached metes and bounds description, requests that such area be annexed into the Village of Pinehurst, North Carolina.
2. The area to be annexed is located at 4140 Murdocksville Rd a metes and bounds description of said property is attached hereto.
3. A map of the foregoing property, showing its relationship to the existing corporate limits of the Village is attached hereto.
4. A complete copy of the last deed of record is attached hereto.
5. Two (2) copies of a boundary survey of the property to be annexed, including the following information:
   a. the Moore County Tax Map and Parcel ID #:
   b. the total area of the property (in acres)
   c. the name and address of the property owner(s)
6. This petition is presented under the authority contained in G.S. 160A-31

Respectfully submitted this 19th day of MARCH 2018

Attest

Secretary

(Name): Tiara Properties, LLC

(Address): 55 Elton Drive, Pinehurst, NC 28374

(Owner/President): Richard Knight, Member

I, Lauren M. Craig, Clerk to the Village Council of the Village of Pinehurst, do hereby certify that the sufficiency of the above referenced petition has been checked and found to be in compliance with G.S. 160A-31.

Village Clerk: Lauren M. Craig Date: 3/21/18

TIARA PROPERTIES, LLC
LOT 1R, PLAT CABINET 17, SL. 618

A CERTAIN TRACT OR PARCEL OF LAND IN MINERAL SPRINGS TOWNSHIP, MOORE COUNTY, NORTH CAROLINA FRONTING ON THE WEST LINE OF MURDOCKSVILLE ROAD ABOUT ONE HALF MILE NORTH OF THE INTERSECTION OF MURDOCKSVILLE ROAD WITH N. C. NO. 211, DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON STAKE IN A DRIVEWAY IN THE WEST LINE OF MURDOCKSVILLE ROAD AT THE COMMON CORNER OF THE KENTON R. LOYD PARCEL RECORDED IN DEED BOOK 4433, AT PAGE 572 IN THE MOORE COUNTY REGISTRY AND THE SOUTHEAST CORNER OF THE TIARA PROPERTIES, LLC LOT 1R AS RECORDED IN PLAT CABINET 17, AT SLIDE 618 IN THE MOORE COUNTY REGISTRY; RUNNING THENCE AS THE LINES OF LOT 1R, THE FOLLOWING CALLS, S 87°45'39"W 49.21 FEET TO A CONCRETE MONUMENT; THENCE S 87°55'24"W 171.84 FEET TO AN IRON STAKE; THENCE S 87°55'48"W 246.29 FEET TO A CONCRETE MONUMENT; THENCE S 87°45'42"W 209.97 FEET TO A CONCRETE MONUMENT; THENCE N 09°12'03"W 211.18 FEET TO AN IRON STAKE; THENCE N87°51'37"E 209.23 FEET TO A CONCRETE MONUMENT; THENCE N 09°23'34"W 314.00 FEET TO A CONCRETE MONUMENT; THENCE N 09°23'34"W 77.61 FEET TO A CONCRETE MONUMENT; THENCE N87°55'40"E 569.59 FEET TO A CONCRETE MONUMENT; THENCE N 87°55'40"E 34.73 FEET TO AN IRON STAKE IN THE WEST LINE OF MURDOCKSVILLE ROAD; THENCE S08°26'55"W 166.40 FEET TO AN IRON STAKE; THENCE CONTINUING WITH THE WEST LINE OF THE ROAD AS IT CURVES TO THE LEFT, HAVING A RADIUS OF 1687.29 FEET, AN ARC DISTANCE OF 226.83 FEET, A CHORD OF S05°22'48"W 226.66 FEET TO AN IRON STAKE; THENCE AS A CURVE TO THE LEFT, HAVING A RADIUS OF 1687.29 FEET, AN ARC DISTANCE OF 99.37 FEET, A CHORD OF S00°09'31"E 99.36 FEET TO AN IRON STAKE; THENCE AS A CURVE TO THE LEFT, HAVING A RADIUS OF 1687.29 FEET, AN ARC DISTANCE OF 109.87 FEET, A CHORD OF S03°37'21"E 109.85 FEET TO THE BEGINNING, CONTAINING 8.17 ACRES, MORE OR LESS AND BEING THE LOT 1R AS RECORDED IN PLAT CABINET 17 AT SLIDE 618 IN THE MOORE COUNTY REGISTER OF DEEDS OFFICE.

FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
February 14, 2018 04:51:55 PM
Book 4936 Page 311-313
FEE: $26.00
INSTRUMENT # 2018001853

TM

Hurley

INSTRUMENT # 2018001853

Brief description for the Index: Stamps: $

Lot 1R, containing 8.17 Acres

This instrument was prepared by: **Sandhills Law Group,** No Title Examination Requested or Performed by Drafting Attorney

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this **2nd day of February, 2018**, by and between,

GRANTOR	GRANTEE
TIARA PROPERTIES, LLC 55 Elkon Drive Pinehurst, NC 28374	**TIARA PROPERTIES, LLC** Mailing address: 55 Elkon Drive Pinehurst, NC 28374

W I T N E S S E T H:

That the Grantor, in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, has given, granted, bargained, sold and conveyed and by these presents does give, grant, bargain, sell and convey to the Grantee, his heirs, successors and assigns, all of that certain tract or parcel of land situate in **Mineral Springs Township, Moore County, North Carolina**, more particularly described as follows:

BEING all of that tract containing approximately 8.17 acres as shown on Plat entitled "Recombination Survey for Tiara Properties, LLC" prepared by Stephen R. Sheffield & Associates, P.A., dated May 10, 2016 and recorded in Plat Cabinet 17, Slide 618 in the Moore County Registry.

Included within the bounds of this tract are:

1. **0.88 acre described in Book 4490, Page 298**
2. **1.03 acres described in Book 4490, Page 298**
   Less 0.11 acre described in Book 4433, Page 572;
3. **3/4th of an acre described in Book 4694, Page 352**
4. **Tract of less than an acre, described in Book 4694, Page 352**
5. **1 acre, described in Book 4694, Page 352;**

6. **3.39 acres described in Book 4604, Page 234**
7. **0.95 acres described in Book 4604, Page 234;**
8. **0.76 acres described in Book 4604, Page 237; and**
9. **Tract of less than an acre described in Book 4648, Page 312**

This deed is executed to create a single curtilage in the described real property in order for it to be conveyed as a single parcel.

This conveyance is subject to: (i) the Declaration of Restrictions and Covenants, if any, as the same may have been amended: (ii) such matters, provisions and reservations as are shown on the above plat, if any: (iii) the lien for ad valorem taxes or other assessments for the year of closing or conveyance; and (iv) utility easements of record.

The property hereinabove described is ____ or ____ is not the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid described land with all privileges and appurtenances thereunto belonging or in anywise appertaining to the said Grantee, his heirs, successors and assigns, in fee simple forever.

And the said Grantor, for himself and his heirs, successors and assigns, covenants with the said Grantee, his heirs, successors and assigns, that he is seized of the said premises in fee and has the right to convey the same in fee simple; that the same is free and clear from all encumbrances; and that he does hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever, except for the exceptions noted herein.

The designation "Grantor" and "Grantee" as used herein shall include the singular as well as the plural and the masculine, feminine or neuter gender may be read in either the masculine, feminine or neuter gender or a combination thereof as the context may require in order to accurately refer to the person or persons first named hereinabove as "Grantor" and "Grantee".

*********The remainder of this page was intentionally left blank*********

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal, or if Corporate, has caused this instrument to be signed in the Corporate name by its duly authorized officers by authority of its duly elected Board of Directors, or if Limited Liability Company (Company), in its Company name by its duly authorized manager, pursuant to authorization from its members, the day and year first above written.

TIARA PROPERTIES, LLC

By: _____
RICHARD W. KNIGHT, Member/Manager

STATE OF NC
COUNTY OF MOORE

I, CRYSTAL BROWN MARLEY, a Notary Public in and for the county and state aforesaid, certify that **RICHARD W. KNIGHT** personally came before me this day and acknowledged that he is Member/Manager of **TIARA PROPERTIES, LLC**, a North Carolina Limited Liability Company, and that he, as Member/Manager, being authorized to do so, executed the foregoing on behalf of the Limited Liability Company.

Witness my hand and official seal, this the 7th day of February, 2018.

(NOTARIAL SEAL)

_____
NOTARY PUBLIC

My Commission Expires: 3/21/19

CRYSTAL BROWN MARLEY
Notary Public
Moore County
NORTH CAROLINA

ORDINANCE #18-11:

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE VILLAGE OF PINEHURST, NORTH CAROLINA (ROYAL OAKS).

THAT WHEREAS, the Village Council of the Village of Pinehurst has received a voluntary petition for annexation on March 19, 2018 under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Village Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Pinehurst Village Hall, 395 Magnolia Road at 4:30 p.m. on June 26, 2018 after due notice; and

WHEREAS, the Village Council finds that the petition meets the requirements of G.S. 160A -31 and that the areas to be annexed are contiguous to its boundaries.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 26th day of June, 2018 as follows:

SECTION 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous properties owned by Rick Knight, Tiara Properties, LLC are hereby annexed and made part of the Village of Pinehurst as of June 30, 2018:

ROYAL OAKS SUBDIVISION

TIARA PROPERTIES, LLC
LOT 1R, PLAT CABINET 17, SL 618

A CERTAIN TRACT OR PARCEL OF LAND IN MINERAL SPRINGS TOWNSHIP, MOORE COUNTY, NORTH CAROLINA FRONTING ON THE WEST LINE OF MURDOCKSVILLE ROAD ABOUT ONE HALF MILE NORTH OF THE INTERSECTION OF MURDOCKSVILLE ROAD WITH N. C. NO. 211, DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON STAKE IN A DRIVEWAY IN THE WEST LINE OF MURDOCKSVILLE ROAD AT THE COMMON CORNER OF THE KENTON R. LOYD PARCEL RECORDED IN DEED BOOK 4433, AT PAGE 572 IN THE MOORE COUNTY REGISTRY AND THE SOUTHEAST CORNER OF THE TIARA PROPERTIES, LLC LOT 1R AS RECORDED IN PLAT CABINET 17, AT SLIDE 618 IN THE MOORE COUNTY REGISTRY; RUNNING THENCE AS THE LINES OF LOT 1R, THE FOLLOWING CALLS, S 87°45'39"W 49.21 FEET TO A CONCRETE MONUMENT; THENCE S 87°55'24'W 171.84 FEET TO AN IRON STAKE; THENCE S 87°55'48"W 246.29 FEET TO A CONCRETE MONUMENT; THENCE S 87°45'42"W 209.97 FEET TO A CONCRETE MONUMENT; THENCE N 09°12'03'W 211.18 FEET TO AN IRON STAKE; THENCE N87°51'3rE 209.23 FEET TO A CONCRETE

DRAFT

MONUMENT; THENCE N 09°23'34"W 314.00 FEET TO A CONCRETE MONUMENT; THENCE N 09°23'34"W 77.61 FEET TO A CONCRETE MONUMENT; THENCE N87°55'40"E 569.59 FEET TO A CONCRETE MONUMENT; THENCE N 87°55'40"E 34.73 FEET TO AN IRON STAKE IN THE WEST LINE OF MURDOCKSVILLE ROAD; THENCE S08°26'55"W 166.40 FEET TO AN IRON STAKE; THENCE CONTINUING WITH THE WEST LINE OF THE ROAD AS IT CURVES TO THE LEFT, HAVING A RADIUS OF 1687.29 FEET, AN ARC DISTANCE OF 226.83 FEET, A CHORD OF S05°22'48'W 226.66 FEET TO AN IRON STAKE; THENCE AS A CURVE TO THE LEFT, HAVING A RADIUS OF 1687.29 FEET, AN ARC DISTANCE OF 99.37 FEET, A CHORD OF S00°09'31"E 99.36 FEET TO AN IRON STAKE; THENCE AS A CURVE TO THE LEFT, HAVING A RADIUS OF 1687.29 FEET, AN ARC DISTANCE OF 109.87 FEET, A CHORD OF S03°37'21"E 109.85 FEET TO THE BEGINNING, CONTAINING 8.17 ACRES, MORE OR LESS AND BEING THE LOT 1R AS RECORDED IN PLAT CABINET 17 AT SLIDE 618 IN THE MOORE COUNTY REGISTER OF DEEDS OFFICE.

SECTION 2. Upon and after June 30, 2018, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Village of Pinehurst and shall be entitled to the same privileges and benefits as other parts of the Village of Pinehurst. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

THIS ORDINANCE passed and adopted this 26th day of June, 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

CERTIFICATION

I, LAUREN M. CRAIG, VILLAGE CLERK, of the Village of Pinehurst, North Carolina, do hereby certify that this is a true and accurate copy of Ordinance #18-11 adopted by the Village Council in a regular meeting assembled on the 26th day of June, 2018.

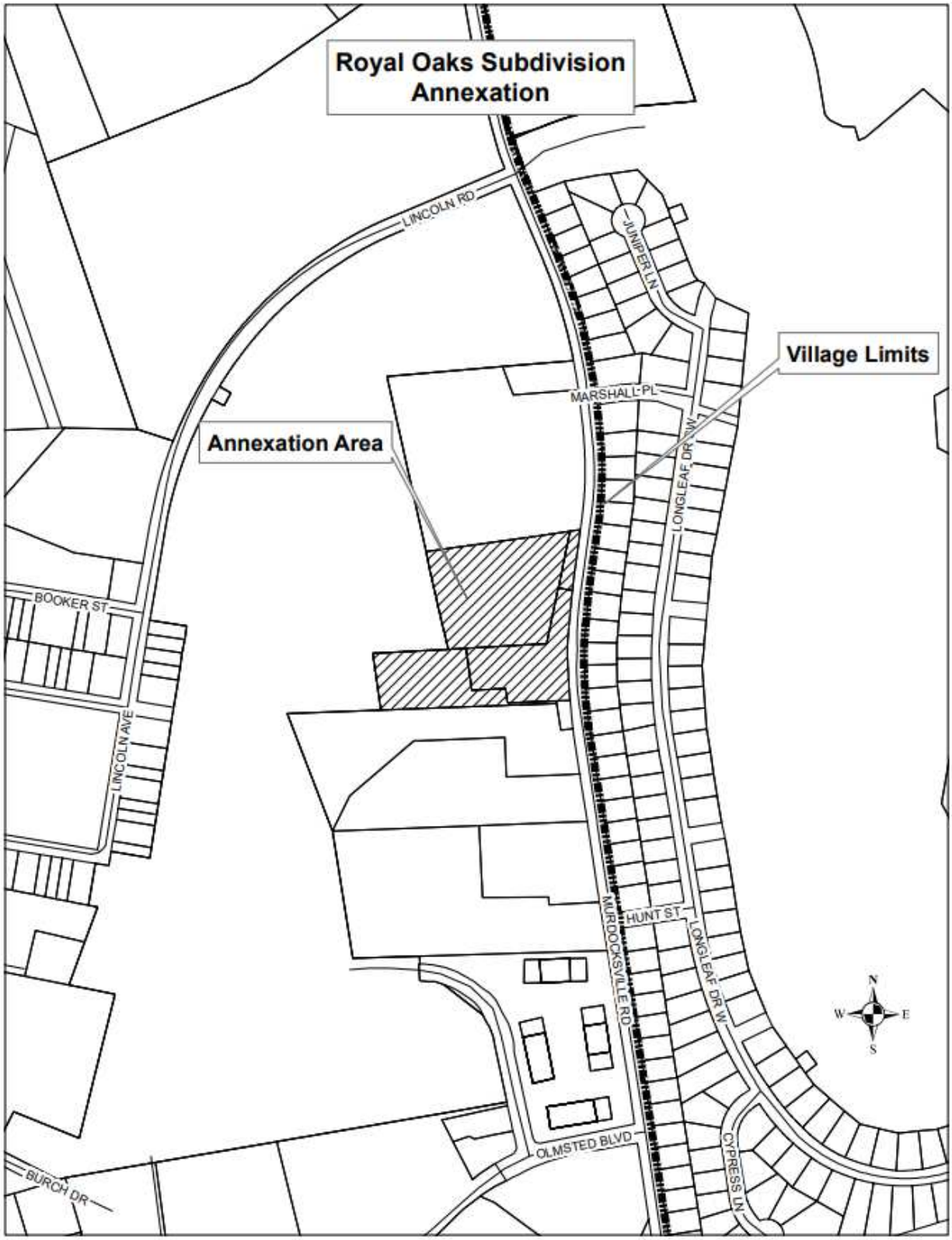
WITNESS MY HAND AND OFFICIAL SEAL of the Village of Pinehurst, North Carolina this 27th day of June, 2018.

_____

Lauren M. Craig
Village Clerk (Municipal Seal)

DRAFT

Attachment #1



PUBLIC HEARING NO. 4

ADDITIONAL AGENDA DETAILS:

The purpose of the public hearing is to consider a voluntary annexation petition from Ken Bass of Bass Design and Development for approximately 28 acres located along Foxfire Road. The properties to be annexed are also defined as being Moore County LRK #'s 00020369, 00020354 and are designated as the Winston Pines subdivision.

FROM:

Will Deaton, Planning and Inspections Director

DATE OF MEMO:

6/26/2018

MEMO DETAILS:

Annexation for Winston Pines Subdivision.

ATTACHMENTS:

Description
Staff Report
Location Map
Petition
Ordinance 18-12 Annex Winston Pines

1895

VILLAGE OF

PINEHURST

PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Mayor Fiorillo and Village Council
From: Will Deaton, Planning and Inspections Director
Cc: Natalie Hawkins, Assistant Village Manager
Lauren Craig, Village Clerk
Date: June 26, 2018
Subject: Public Hearing #4. Consideration of a Voluntary Petition for Annexation/Winston Pines.

Applicant:	Ken Bass
Owners:	Bass Design and Development
Property Location:	Foxfire Road
Moore County LRK#:	00020369, 00020354

The applicant requests a voluntary annexation of +/- 28 acres of property for Winston Pines subdivision that is non-contiguous to the existing corporate boundary of Pinehurst and therefore regulated by G.S. 160A-58.1. In September 2017, the Village Council approved a rezoning for the parcels with a condition that the development will petition for annexation into the Village of Pinehurst. As required by G.S. 160A-31, once the Village Clerk has certified the petition for voluntary annexation, a public hearing before the Village Council is required. Action is not required by the Planning and Zoning Board for annexation purposes.

Analysis:
Staff has notified Aberdeen, Carthage, Foxfire and Southern Pines of this petition, as required by our annexation agreements, and received no feedback.

A location map, a copy of the certified petition for voluntary annexation, and draft ordinance are included for consideration.

Recommendation:
Village staff recommends approval of this petition for voluntary annexation. It is further recommended that the annexation ordinance be adopted by the Village Council with an annexation effective date of June 30, 2018.

Winston Pines Subdivision Annexation
Village Limits
Annexation Area
DEVON DR
AIRDRIE CT
POMEROY DR
MCMICHAEL DR
ROSLIN CT
LASSWADE DR
CHICKEN PLANT RD
MONCREIFFE ST
EUGENE ST
LENNOX LN
KESWICK LN
HANNAY ST
CHATTAN ST
BARCLAY ST
PINE VISTA DR
FOXFIRE RD
CONE CT
ASH CT
FOREST LN
MCKENZIE LN
CRANSTOUN LN
SKENE LN
MOLLI LN
REMBRANDT LN
DAISY LN
SHEFFIELD PL
FREEMAN WAY
LINDEN TRL
LINDENHURST FARMS RD
LINDEN RD
PEBBLE FARM LN
LINDEN PINES PL
N
W
E
S

VILLAGE OF PINEHURST 1895

RECEIVED OCT 30 2017

Application for Voluntary Annexation Petition

(revised 3/14/17)

Location of Property: Foxfire Road

Moore County Tax Map and Parcel ID #: 00020369 and 00020354

Total area of the Property (acres): 28

Property Owner Name Ken Bass, ~~GWB Construction~~ Bass Design & Development LLC Telephone: 910-528-6481

Address 120 Chesterfield Drive

1. The undersigned Ken Bass, being owner of all real property located within the area described in the attached metes and bounds description, requests that such area be annexed into the Village of Pinehurst, North Carolina.
2. The area to be annexed is located at +/-274 and +/-294 Foxfire Road, a metes and bounds description of said property is attached hereto.
3. A map of the foregoing property, showing its relationship to the existing corporate limits of the Village is attached hereto.
4. A complete copy of the last deed of record is attached hereto.
5. Two (2) copies of a boundary survey of the property to be annexed, including the following information:
   a. the Moore County Tax Map and Parcel ID #:
   b. the total area of the property (in acres)
   c. the name and address of the property owner(s)
6. This petition is presented under the authority contained in G.S. 160A-31

Respectfully submitted this 27th day of October 2017

Attest Jo Ellen Richter

Secretary

(Name): Ken Bass

(Address): 120 Chesterfield Drive Pinehurst NC 28374

(Owner/President): KB

I, Lauren M. Craig, Clerk to the Village Council of the Village of Pinehurst, do hereby certify that the sufficiency of the above referenced petition has been checked and found to be in compliance with G.S. 160A-31.

Village Clerk: Lauren M. Craig Date: 3/21/18

A certain tract or parcel of land lying and being in Mineral Springs Township, Moore County, North Carolina and being more particularly described as follows:

Beginning a found concrete monument located in the northern edge of the right-of-way of NCSR 1122 (Foxfire Road), said concrete monument also being the southwest corner of the Margret H. Lovette Property, said concrete monument having NC Grid Coordinates (NAD 83, NSRS 2011) North 521289.71', East 1847602.33'; thence from the beginning South 68-53-12 West 1060.02 feet to a found concrete monument in the northern edge of the right-of-way of aforementioned road, thence North 03-22-58 West crossing a number 5 rebar in the northern right-of-way of aforementioned road at 17.50 feet, a total distance of 379.92 feet to a found iron pipe, thence North 03-23-08 West 954.91 feet to a found iron pipe, thence North 74-38-33 East 436.04 feet to a found iron rod, thence North 74-36-55 East 474.29 feet to a found number 5 rebar, thence South 09-03-10 East 1207.01 feet to the point of beginning containing 28.004 acres more or less and being all of tracts 2 and 3 of the George W. Hunt estate property.

PARID: 00020369 FOXFIRE RD

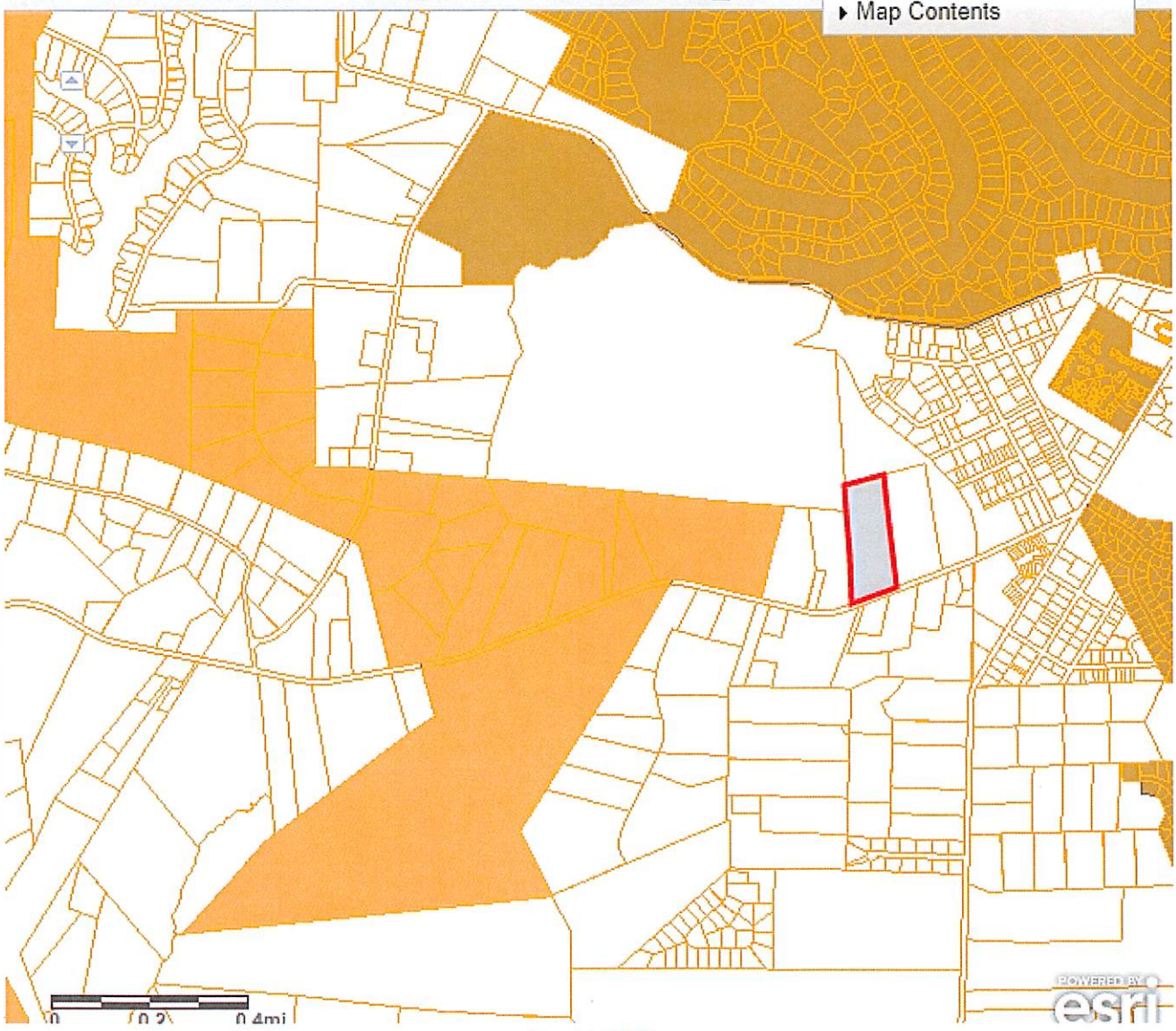
TOWNSHIP: CITYNAME: PINEHURST NBHD: 904B

BASS DESIGN AND ROLL: REAL

CURRENT RECOR

10 of 10

Return to Search Resu



Copyright 2007

DATA PANEL

Summary

00020369

Parcel

ParID / PIN:	00
Record Type:	RE
Tax Year:	20
Tax Jurisdiction:	D :
Township:	06

Owner

Account Number:	97
Name:	BA DE
Mailing Address:	17 PI

Legal

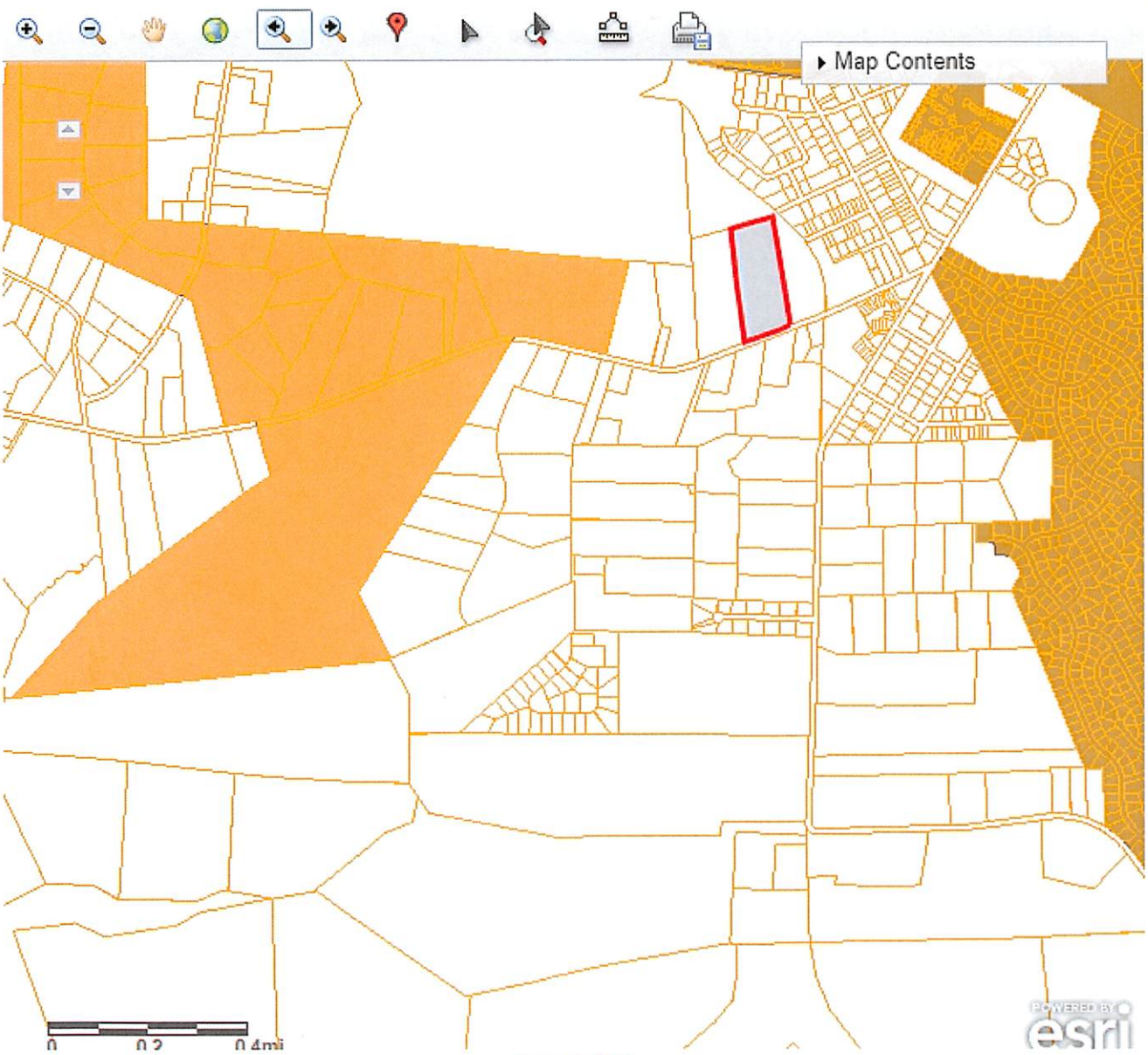
Physical Address:	FC
Legal Description 1:	HU
Zoning:	R2
Plat Cabinet:	
Slide:	

Recorded Trans

Date	Book	Pag
21-SEP-17	4876	482
11-MAY-06	3024	248
18-NOV-87	581	13

PARID: 00020354 FOXFIRE RD
TOWNSHIP: CITYNAME: PINEHURST NBHD: 904B
BASS DESIGN AND ROLL: REAL

CURRENT RECORD
13 of 13
Return to Search Results



Copyright 2007

DATA PANEL

Summary

00020354

Parcel

ParID / PIN:	000
Record Type:	REA
Tax Year:	201
Tax Jurisdiction:	D :
Township:	06 :

Owner

Account Number:	970
Name:	BAS DEV
Mailing Address:	17 D
	PIN

Legal

Physical Address:	FOX
Legal Description 1:	PRE
Zoning:	R21
Plat Cabinet:	
Slide:	

Recorded Transa

Date	Book	Pag
21-SEP-17	4876	479
05-JUN-12	4036	144
31-DEC-05	2005E	109
14-NOV-88	633	345

For Registration Register of Deeds
Judy D. Martin
Moore County, NC
Electronically Recorded
September 21, 2017 12:30:00 PM
Book: 4876 Page: 479 - 481 #Pages: 3
Fee: $26.00 NC Rev Stamp: $392.00
Instrument # 2017013952

This document prepared by:
Sandhills Law Group
Donnell G. Adams, Jr., Attorney
100 Market Square
Pinehurst, North Carolina 28374

STATE OF NORTH CAROLINA

COUNTY OF MOORE **WARRANTY DEED**

THIS WARRANTY DEED is made this 28th day of July, 2017, by and between **DAVID P. HUNT, unmarried,** of 421 Lee Street, Holly Springs, NC 27540("Grantor"), and **BASS DESIGN AND DEVELOPMENT, LLC,** of 17 Dungarvan Ln., Pinehurst, NC 28374 ("Grantee").

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 that certain lot, tract, or parcel of land situated in or near the Village of Pinehurst, Mineral Springs Township, Moore County, North Carolina, and more particularly described as follows:

> Beginning at an iron stake lying in the northern edge of the right of way of North Carolina Rural Road No. 1122, said iron stake lying N 73-25-1 E 530 feet from a concrete monument in the northern edge of said right of way of said road, said concrete monument being also the southeast corner of the Robert Hunt Property, and running thence from said beginning iron stake N 2-24 W 1,266.34 feet to an iron stake; thence N 79-08-2 E 474.49 feet to an iron stake, the northwestern corner of tract 1; thence S 4-30-8 E 1,207.15 feet to a concrete monument in the northern edge of the right of way of North Carolina Rural Paved Road #1122; thence as and with the North Carolina Rural Paved Road #1122. S 73-25-1 W 530 feet to the beginning, containing

Submitted electronically by "Lorenz & Creed Law Firm PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Moore County Register of Deeds.

14.00 acres, more or less, and being all of Tract 2 of the George W. Hunt Estate property.

This conveyance is made subject to: (i) ad valorem taxes for the current year, which taxes shall be prorated at closing; (ii) utility easements of record; and (iii) restrictions enforceable against the property.

This being the property conveyed to Grantor in instrument recorded in Deed Book 4036, Page 144, Moore County Registry.

All or a portion of the property herein conveyed _____ includes or ✓ does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot, tract or parcel of land, and all privileges and appurtenances thereto belonging to the Grantee in fee simple, subject, however, to the exceptions, reservations and conditions hereinabove referred to;

AND the Grantor covenants with the Grantee, that the 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 the Grantor will warrant and defend the title against the lawful claims of all persons, subject however, to the exceptions, reservations and conditions hereinabove referred to.

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

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 by authority of its Board of Directors, on the day and year first above written.

_____(SEAL)
DAVID P. HUNT

Moore County
North Carolina

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NCDL); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **DAVID P. HUNT**

Date: 7/28/17
(Notary Seal)

Notary Public

My Commission Expires: Nov 5, 2019

DONNELL G. ADAMS, JR.
NOTARY PUBLIC
MOORE COUNTY, NC

For Registration Register of Deeds
Judy D. Martin
Moore County, NC
Electronically Recorded
September 21, 2017 12:30:00 PM
Book: 4876 Page: 482 - 485 #Pages: 4
Fee: $26.00 NC Rev Stamp: $392.00
Instrument # 2017013953

This document prepared by:
Sandhills Law Group
Donnell G. Adams, Jr., Attorney
100 Market Square
Pinehurst, North Carolina 28374

STATE OF NORTH CAROLINA

COUNTY OF MOORE **WARRANTY DEED**

THIS WARRANTY DEED is made this 31st day of July, 2017, by and between **ROBERT F. HUNT and wife, CLAUDIA LEE MCKENZIE,** P.O. Box 823, Carthage, NC 28327 ("Grantor"), and **BASS DESIGN AND DEVELOPMENT, LLC,** 17 Dungarvan Ln., Pinehurst, NC 28374 ("Grantee").

W I T N E S S E T H:

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 that certain lot, tract, or parcel of land situated in or near the Village of Pinehurst, Mineral Springs Township, Moore County, North Carolina, and more particularly described as follows:

See Exhibit A Attached

This conveyance is made subject to: (i) ad valorem taxes for the current year, which taxes shall be prorated at closing; (ii) utility easements of record; and (iii) restrictions enforceable against the property.

This being the property conveyed to Grantor in instrument recorded in Deed Book 3024, Page 248, Moore County Registry.

Submitted electronically by "Lorenz & Creed Law Firm PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Moore County Register of Deeds.

All or a portion of the property herein conveyed _____ includes or ✓ does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot, tract or parcel of land, and all privileges and appurtenances thereto belonging to the Grantee in fee simple, subject, however, to the exceptions, reservations and conditions hereinabove referred to;

AND the Grantor covenants with the Grantee, that the 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 the Grantor will warrant and defend the title against the lawful claims of all persons, subject however, to the exceptions, reservations and conditions hereinabove referred to.

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

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 by authority of its Board of Directors, on the day and year first above written.

Robert F. Hunt (SEAL)
ROBERT F. HUNT

Claudia L. McKenzie (SEAL)
CLAUDIA LEE MCKENZIE

Moore County
North Carolina

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NCDL); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: **Robert F. Hunt and Claudia Lee McKenzie**

Date: 7/31/17
(Notary Seal)

Notary Public

My Commission Expires: Nov 5. 2019

DONNELL G. ADAMS, JR.
NOTARY PUBLIC
MOORE COUNTY, NC

Exhibit A

BEGINNING at a concrete control monument located in the northern edge of North Carolina Rural Paved Road #1122, said concrete monument being also the southeast corner of the Robert F. Hunt Property, and running thence from said beginning concrete monument, N. 01° 08.9' E. 380.0 feet to an iron pipe; thence continuing with said line N. 01° 08.9' E. 954.69 feet to an iron stake; the southwest corner of Tract #4 of the division of George W. Hunt property; thence with the Southern bounding of Tract #4 of N. 79° 08.2' E. 436.0 feet to an iron stake in the northwest corner of Tract #2 of said division; thence with the western boundary of Tract #2 S. 02° 24' E. 1,266.34 feet to an iron stake in Northern edge of SR #1122; thence with the northern edge of SR #1122 S. 73° 25.1' W. 530.0 feet to the point and place of beginning, containing 14.0 acres, more or less, and being all of Tract #3 of the George W. Hunt Estate property according to a survey and plat made by C.H. Blue and Associates dated October 3, 1975, and being a portion of the property described in Deed Book 165, Page 103, of the Moore County Registry, and the identical property conveyed to Grantor by Deed recorded in Record Book 581, at Page 13, Moore County Registry.

ORDINANCE #18-12:

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE VILLAGE OF PINEHURST, NORTH CAROLINA (WINSTON PINES).

THAT WHEREAS, the Village Council of the Village of Pinehurst has received a voluntary petition for annexation on October 30, 2017 under G.S. 160A-58.1 to annex the area described below; and

WHEREAS, the Village Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Pinehurst Village Hall, 395 Magnolia Road at 4:30 p.m. on June 26, 2018 after due notice; and

WHEREAS, the Village Council finds the area described therein meets the standards of G.S. 160A-58.1(b), to wit:

a. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the Village of Pinehurst;

b. No point on the proposed satellite corporate limits is closer to another municipality than to the Village of Pinehurst;

c. The area described is so situated that the Village of Pinehurst will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;

d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;

e. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, does not exceed ten percent (10%) of the area within the primary corporate limits of the Village of Pinehurst; and

WHEREAS, the Village Council further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Village Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Village of Pinehurst and of the area proposed for annexation will be best served by annexing the area described.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 26th day of June, 2018 as follows:

DRAFT

SECTION 1. By virtue of the authority granted by G.S. 160A-58.2, the following described non-contiguous properties owned by Ken Bass, Bass Design and Development, LLC are hereby annexed and made part of the Village of Pinehurst as of June 30, 2018:

WINSTON PINES SUBDIVISION

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN MINERAL SPRINGS TOWNSHIP, MOORE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A FOUND CONCRETE MONUMENT LOCATED IN THE NORTHERN EDGE OF THE RIGHT-OF-WAY OF NCSR 1122 (FOXFIRE ROAD), SAID CONCRETE MONUMENT ALSO BEING THE SOUTHWEST CORNER OF THE MARGRET H. LOVETTE PROPERTY, SAID CONCRETE MONUMENT HAVING NC GRID COORDINATES (NAD 83, NSRS 2011) NORTH 521289.71', EAST 1847602.33'; THENCE FROM THE BEGINNING SOUTH 68-53-12 WEST 1060.02 FEET TO A FOUND CONCRETE MONUMENT IN THE NORTHERN EDGE OF THE RIGHT-OF-WAY OF AFOREMENTIONED ROAD, THENCE NORTH 03-22-58 WEST CROSSING A NUMBER 5 REBAR IN THE NORTHERN RIGHT-OF-WAY OF AFOREMENTIONED ROAD AT 17.50 FEET, A TOTAL DISTANCE OF 379.92 FEET TO A FOUND IRON PIPE, THENCE NORTH 03-23-08 WEST 954.91 FEET TO A FOUND IRON PIPE, THENCE NORTH 74-38-33 EAST 436.04 FEET TO A FOUND IRON ROD, THENCE NORTH 74-36-55 EAST 474.29 FEET TO A FOUND NUMBER 5 REBAR, THENCE SOUTH 09-03-10 EAST 1207.01 FEET TO THE POINT OF BEGINNING CONTAINING 28.004 ACRES MORE OR LESS AND BEING ALL OF TRACTS 2 AND 3 OF THE GEORGE W. HUNT ESTATE PROPERTY.

SECTION 2. Upon and after June 30, 2018, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Village of Pinehurst and shall be entitled to the same privileges and benefits as other parts of the Village of Pinehurst. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

THIS ORDINANCE passed and adopted this 26th day of June, 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

DRAFT

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

CERTIFICATION

I, LAUREN M. CRAIG, VILLAGE CLERK, of the Village of Pinehurst, North Carolina, do hereby certify that this is a true and accurate copy of Ordinance #18-12 adopted by the Village Council in a regular meeting assembled on the 26th day of June, 2018.

WITNESS MY HAND AND OFFICIAL SEAL of the Village of Pinehurst, North Carolina this 27th day of June, 2018.

_____

Lauren M. Craig
Village Clerk (Municipal Seal)

DRAFT

Attachment #1

PUBLIC HEARING NO. 5

ADDITIONAL AGENDA DETAILS:

The purpose of the public hearing is to consider a voluntary annexation petition from Sandhills Alliance Church for approximately 2 acres located at 111 Trotter Drive. The property to be annexed is also defined as being Moore County LRK # 20050175 and is designated as Sandhills Alliance Church.

FROM:

Will Deaton, Planning and Inspections Director

DATE OF MEMO:

6/26/2018

MEMO DETAILS:

Annexation for Sandhills Alliance Church.

ATTACHMENTS:

Description
Staff Report
Location Map
Petition
Ordinance 18-13 Annex Sandhills Alliance Church

1895
VILLAGE OF
PINEHURST

PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Mayor Fiorillo and Village Council
From: Will Deaton, Planning and Inspections Director
Cc: Natalie Hawkins, Assistant Village Manager
Lauren Craig, Village Clerk
Date: June 26, 2018
Subject: Public Hearing #5. Consideration of a Voluntary Petition for Annexation/Sandhills Alliance Church.

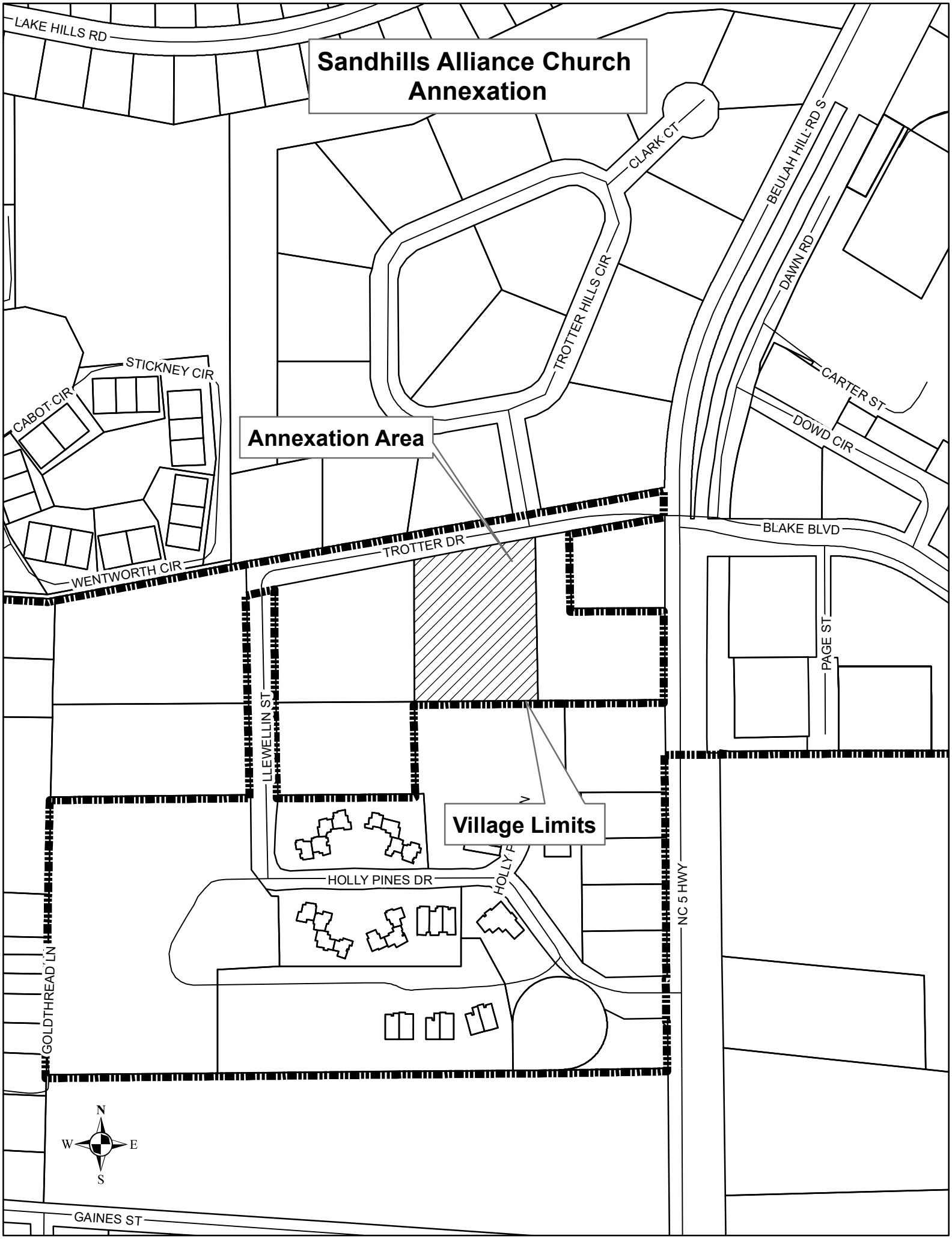
Applicant:	Sandhills Alliance Church
Owners:	Sandhills Alliance Church
Property Location:	111 Trotter Drive
Moore County LRK#:	20050175

The applicant requests a voluntary annexation of +/- 2 acres of property for Sandhills Alliance Church that is contiguous to the existing corporate boundary of Pinehurst and therefore regulated by G.S. 160A-31. In September 2015, the Village Council approved a special intensity allocation request for this parcel with the requirement that the applicant petition for voluntary annexation. As required by G.S. 160A-31, once the Village Clerk has certified the petition for voluntary annexation, a public hearing before the Village Council is required. Action is not required by the Planning and Zoning Board for annexation purposes.

Analysis:
Staff has notified Aberdeen, Carthage, Foxfire and Southern Pines of this petition, as required by our annexation agreements, and received no feedback.

A location map, a copy of the certified petition for voluntary annexation, and draft ordinance are included for consideration.

Recommendation:
Village staff recommends approval of this petition for voluntary annexation. It is further recommended that the annexation ordinance be adopted by the Village Council with an annexation effective date of June 30, 2018.


Sandhills Alliance Church Annexation
LAKE HILLS RD
CLARK CT
BEULAH HILL RD S
DAWN RD
TROTTER HILLS CIR
STICKNEY CIR
CABOT CIR
CARTER ST
DOWD CIR
Annexation Area
BLAKE BLVD
TROTTER DR
WENTWORTH CIR
PAGE ST
LLEWELLIN ST
Village Limits
HOLLY PINES DR
NC 5 HWY
GOLDTHREAD LN
N
W
E
S
GAINES ST

The Village *of*
PINEHURST
NORTH CAROLINA

RECEIVED
JUN 2 0 2015

Application for Voluntary Petition for Annexation

Location of Property 111 Trotter Drive, Pinehurst, North Carolina 28374

Moore County Tax Map and Parcel Number: Parcel ID 20050175, PIN 855108875697

Total area of the Property (acres): 2.017

Property Owner Name Sandhills Alliance Church

Address Post Office Box 1830, Pinehurst NC, 28374 Telephone Number 910-295-4949

1. The undersigned Sandhills Alliance Church, being owner of all real property located within the area described in the attached metes and bounds description, requests that such area be annexed into the Village of Pinehurst, North Carolina.
2. The area to be annexed is located at 111 Trotter Drive, Pinehurst NC, 28374
   A metes and bounds description of said property is attached hereto.
3. A map of the foregoing property, showing its relationship to the existing corporate limits of the Village, is attached hereto.
4. A complete copy of the last deed of record is attached hereto.
5. Two (2) copies of a boundary survey of the property to be annexed, including the following information:
   1. the Moore County Tax Map and Parcel Number
   2. the total area of the property (in acres)
   3. the name and address of the property owner(s)
6. This petition is presented under the authority contained in GS 160 A-31

Respectfully submitted this 2nd day of June 20 15

Attest [signature]
Secretary

(Name) Sandhills Alliance Church

(Address) PO Box 1830, Pinehurst, NC 28374

(Owner/President) [signature]

Planning and Inspections Department
395 Magnolia Rd. - Pinehurst, North Carolina 28374
(910) 295-2581 - Fax (910) 295-1396 - www.villageofpinehurst.org

RECEIVED
JUN 29 2015

I, Lauren M. Craig, Clerk to the Village Council of the Village of Pinehurst, do hereby certify that the sufficiency of the above referenced petition has been checked and found to be in compliance with G.S. 160A-31.

VILLAGE OF PINEHURST CORPORATE SEAL NORTH CAROLINA

Lauren M. Craig 8/19/2015

Village Clerk Date

Metes and Bounds Description
Sandhills Alliance Church Property
111 Trotter Drive
Pinehurst, North Carolina 28374

A parcel of land with PIN 855108875697, being described in Deed Book 4431, Page 295, and shown on a plat of survey recorded in Plat Cabinet 7, Slide 494, and being located in Moore County, North Carolina in the Sandhills Township, and being more particularly described as follows:

Commence at an iron rod found in the southern margin of Trotter Drive, being the northwest corner of Lot 1 of the Pinehurst Ranchettes Subdivision as recorded in Map 8, Page 14 in the office of the Register of Deeds for Moore County, North Carolina and being the point of beginning of the parcel of land herein described; thence from said **POINT OF BEGINNING**, and along said southern margin, North 82°05'19" East, 271.35 feet to a point; thence leaving said southern margin, South 01°54'17" West, 333.45 feet to a point on the southern line of Lot 2 of the Pinehurst Ranchettes Subdivision; thence along said southern line, North 88°20'20" West, 272.37 feet to an iron rod located at the southwest corner of Lot 2 of the Pinehurst Ranchettes Subdivision; thence along the western line of Lot 2, North 01°51'02" East, 199.93 feet to an iron rod found at the northwest corner of Lot 2 and being the southwest corner of Lot 1 of the Pinehurst Ranchettes Subdivision; thence continuing along the western line of Lot 1, North 01°51'07" East, 108.33 feet to the point of beginning. Containing 2.03 acres more or less.

This description was prepared from a survey dated May 29, 1999 by Emmett S. Raynor, NC PLS L-2521 of RLS Arpenteurs – Surveyors and Engineers, said plat of survey being recorded Plat Cabinet 7, Slide 494 in the office of the Register of Deeds for Moore County, North Carolina.

Complete

FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
December 15, 2014 03:09:58 PM
Book 4431 Page 295-298
FEE: $26.00
NC REVENUE STAMP: $227.00
INSTRUMENT # 2014014953

INSTRUMENT # 2014014953

Brief description for the Index: Stamps: ~~$330.00~~ $227.00

2.03 Acres +/- – Parcel Id. 200510175

This instrument was prepared by: Gorenflo & Campbell, PLLC

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 5th day of December 2014, by and between,

GRANTOR	GRANTEE
Jon Giles and wife, Jackie Giles and Robin B. Myers, Successor Trustee of the Ronald W. Myers Employees' Profit Sharing Plan and Trust dated 12/01/2001 (erroneously shown as the Ronald W. Myers Employees' Money Purchase Pension Plan and Trust dated 12/01/2001) P.O. Box 612 West End, NC 27376	Sandhills Alliance Church of the Christian and Missionary Alliance, a North Carolina non-profit corporation Mailing address: P.O. Box 3222 Pinehurst NC 28374 Property Address: TBD Trotter Drive Pinehurst, NC, 28374

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, tract, or parcel of land situated in **Sandhills Township, Moore County, North Carolina**, and more particularly described as follows:

Being that 2.03 acre tract entitled "2.03 Acres Zoned NC", as shown on survey entitled "Recombination of J. Group, Inc. Property, Creating a 2.03 acre lot and a 1.54 acre lot, Sandhill Township, Moore County, Pinehurst, North Carolina", by RLS Arpenteurs-Surveyors & Engineers RLS, recorded June 22, 1999 in Plat Cabinet 7, Slide 494, Moore County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 2775, Page 123, Moore County Registry.

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

Jackie Giles executes this deed for the sole purpose of relinquishing and releasing any and all marital and/or other legal rights and interests she may have in the property. She does not participate in any warranties granted under this Deed.

TO HAVE AND TO HOLD the aforesaid lot, tract, or parcel of land, and all privileges and appurtenances thereto belonging to the said Grantee in fee simple; subject, however, to the exceptions, reservations and conditions herein above referred to.

And the Grantor covenants with the Grantee, that Grantor is seized of said premises in fee simple and has the right to convey in fee simple; that the 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.

1. **Lien(s) for Moore County ad valorem taxes or other assessments for the year of closing or conveyance, and subsequent years.**
2. **Easements and Rights-of-way of record, if any.**
3. **Covenants, conditions and restrictions of record.**
4. **Such matters, provisions and reservations as are shown on the aforesaid recorded plat or survey, if any.**
5. **Zoning or other municipal ordinances.**

The designation Grantor or Grantee as used herein shall include the singular as well as the plural and the masculine, feminine or neuter gender may be read in either the masculine, feminine or neuter gender or a combination thereof as the context may require in order to accurately refer to the person or persons first named hereinabove as Grantor and Grantee.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal, or if Corporate, has caused this instrument to be signed in its Corporate name in the ordinary course of business by its duly authorized officer, pursuant to authorization from the Board of Directors, or if Limited Liability Company (Company), in its Company name in the ordinary course of business by its duly authorized manager, pursuant to authorization from its members, the day and year first above written.

**** THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK ****

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal, or if Corporate, has caused this instrument to be signed in its Corporate name in the ordinary course of business by its duly authorized officer, pursuant to authorization from the Board of Directors, or if Limited Liability Company (Company), in its Company name in the ordinary course of business by its duly authorized manager, pursuant to authorization from its members, the day and year first above written.

_____(SEAL)
Jon Giles

_____(SEAL)
Jackie Giles

STATE OF NORTH CAROLINA,

COUNTY OF MOORE, to wit:

I certify that the following person(s) personally appeared before me this day, and each acknowledging to me that he or she signed the foregoing document in the capacity indicated: **Jon Giles and Jackie Giles.**

Witness my hand and notarial seal this 5th day of December 2014.

(OFFICIAL SEAL) CARRIE S BARBER NOTARY PUBLIC MOORE COUNTY, NC

_____
(Official Signature of Notary)

_____
(Notary's printed or typed name), Notary Public

My commission expires: March 11, 2015.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal, or if Corporate, has caused this instrument to be signed in its Corporate name in the ordinary course of business by its duly authorized officer, pursuant to authorization from the Board of Directors, or if Limited Liability Company (Company), in its Company name in the ordinary course of business by its duly authorized manager, pursuant to authorization from its members, the day and year first above written.

Robin B. Myers Successor Trust (SEAL)
Robin B. Myers, Successor Trustee
of the Ronald W. Myers Employees'
Profit Sharing Plan and Trust

STATE OF NORTH CAROLINA,

COUNTY OF MOORE, to wit:

I certify that the following person(s) personally appeared before me this day, and each acknowledging to me that he or she signed the foregoing document in the capacity indicated: **Robin B. Myers, Successor Trustee of the Ronald W. Myers Employees' Profit Sharing Plan and Trust,** being so authorized.

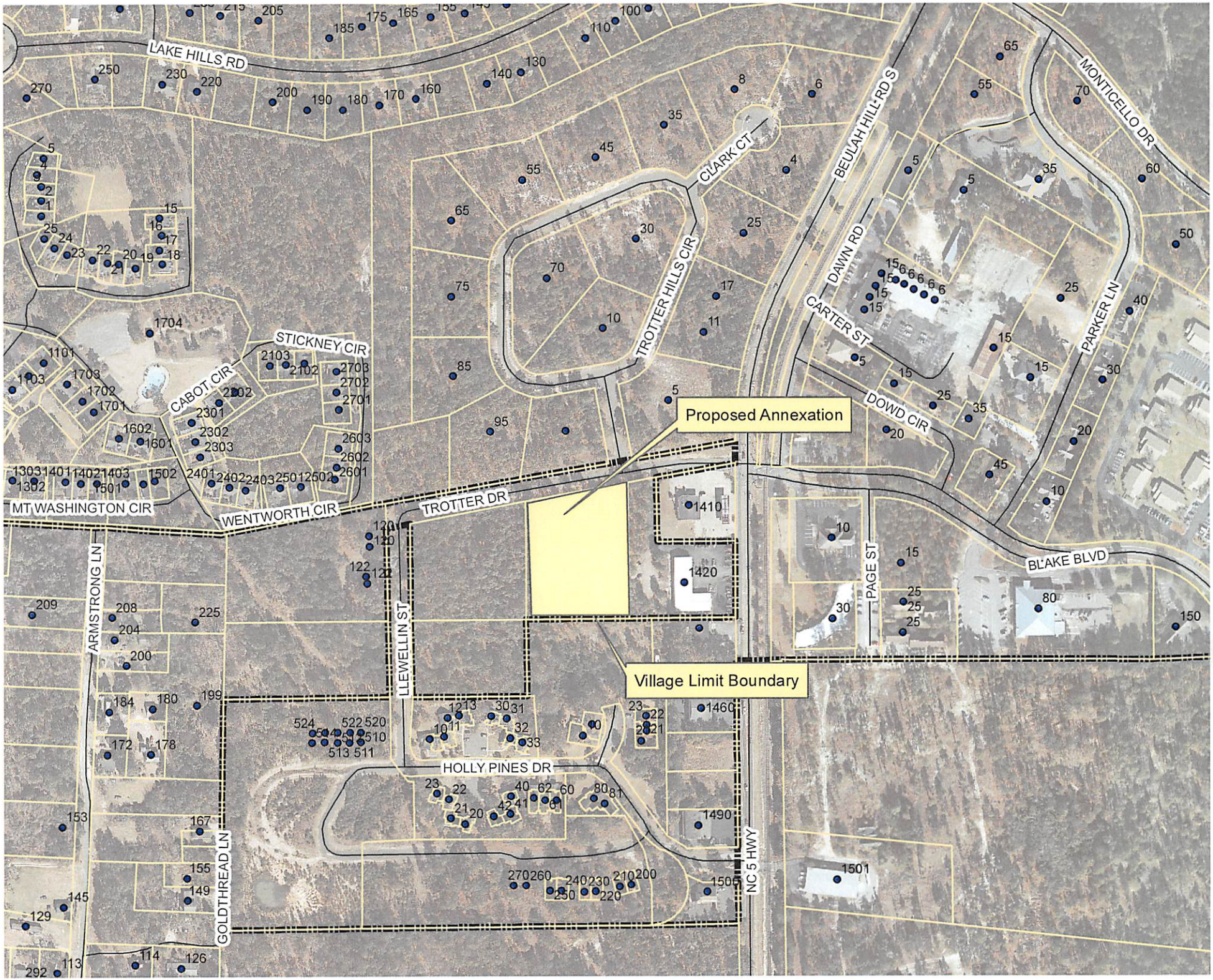
Witness my hand and notarial seal this 8th day of December 2014.

(OFFICIAL SEAL) CARRIE S BARBER NOTARY PUBLIC MOORE COUNTY, NC

Carrie S Barber
(Official Signature of Notary)

Carrie S. Barber
(Notary's printed or typed name), Notary Public

My commission expires: March 11, 2015.


Proposed Annexation
Village Limit Boundary
LAKE HILLS RD
CLARK CT
TROTTER HILLS CIR
BEULAH HILL RD S
MONTICELLO DR
DAWN RD
CARTER ST
DOWD CIR
PARKER LN
STICKNEY CIR
CABOT CIR
MT WASHINGTON CIR
WENTWORTH CIR
TROTTER DR
BLAKE BLVD
PAGE ST
ARMSTRONG LN
LLEWELLIN ST
HOLLY PINES DR
GOLDTHREAD LN
NC 5 HWY

ORDINANCE #18-13:

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE VILLAGE OF PINEHURST, NORTH CAROLINA (SANDHILLS ALLIANCE CHURCH).

THAT WHEREAS, the Village Council of the Village of Pinehurst has received a voluntary petition for annexation on June 2, 2015 under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Village Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Pinehurst Village Hall, 395 Magnolia Road at 4:30 p.m. on June 26, 2018 after due notice; and

WHEREAS, the Village Council finds that the petition meets the requirements of G.S. 160A -31 and that the areas to be annexed are contiguous to its boundaries.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 26th day of June, 2018 as follows:

SECTION 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous properties owned by Sandhills Alliance Church are hereby annexed and made part of the Village of Pinehurst as of June 30, 2018:

SANDHILLS ALLIANCE CHURCH PROPERTY
111 TROTTER DRIVE
PINEHURST, NORTH CAROLINA 28374

A PARCEL OF LAND WITH PIN 855108875697, BEING DESCRIBED IN DEED BOOK 4431, PAGE 295, AND SHOWN ON A PLAT OF SURVEY RECORDED IN PLAT CABINET 7, SLIDE 494, AND BEING LOCATED IN MOORE COUNTY, NORTH CAROLINA IN THE SANDHILLS TOWNSHIP, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD FOUND IN THE SOUTHERN MARGIN OF TROTTER DRIVE, BEING THE NORTHWEST CORNER OF LOT 1OF THE PINEHURST RANCHETTES SUBDIVISION AS RECORDED IN MAP 8, PAGE 14 IN THE OFFICE OF THE REGISTER OF DEEDS FOR MOORE COUNTY, NORTH CAROLINA AND BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING, AND ALONG SAID SOUTHERN MARGIN, NORTH 82°0511911 EAST, 271.35 FEET TO A POINT; THENCE LEAVING SAID SOUTHERN MARGIN, SOUTH 01°54'17" WEST, 333.45 FEET TO A POINT ON THE SOUTHERN LINE OF LOT 2 OF THE PINEHURST RANCHETTES SUBDIVISION; THENCE ALONG SAID SOUTHERN LINE, NORTH 88°20'2011 WEST, 272.37 FEET TO AN IRON ROD LOCATED AT THE SOUTHWEST CORNER OF LOT 2 OF THE PINEHURST RANCHETTES

DRAFT

SUBDIVISION; THENCE ALONG THE WESTERN LINE OF LOT 2, NORTH 01°51'0211 EAST, 199.93 FEET TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 2 AND BEING THE SOUTHWEST CORNER OF LOT 1OF THE PINEHURST RANCHETTES SUBDIVISION; THENCE CONTINUING ALONG THE WESTERN LINE OF LOT 1, NORTH 01°5110711 EAST, 108.33 FEET TO THE POINT OF BEGINNING. CONTAINING 2.03 ACRES MORE OR LESS.

THIS DESCRIPTION WAS PREPARED FROM A SURVEY DATED MAY 29, 1999 BY EMMETT S. RAYNOR, NC PLS L-2521 OF RLS ARPENTEURS - SURVEYORS AND ENGINEERS, SAID PLAT OF SURVEY BEING RECORDED PLAT CABINET 7, SLIDE 494 IN THE OFFICE OF THE REGISTER OF DEEDS FOR MOORE COUNTY, NORTH CAROLINA.

SECTION 2. Upon and after June 30, 2018, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Village of Pinehurst and shall be entitled to the same privileges and benefits as other parts of the Village of Pinehurst. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

THIS ORDINANCE passed and adopted this 26th day of June, 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

CERTIFICATION

DRAFT

I, LAUREN M. CRAIG, VILLAGE CLERK, of the Village of Pinehurst, North Carolina, do hereby certify that this is a true and accurate copy of Ordinance #18-13 adopted by the Village Council in a regular meeting assembled on the 26th day of June, 2018.

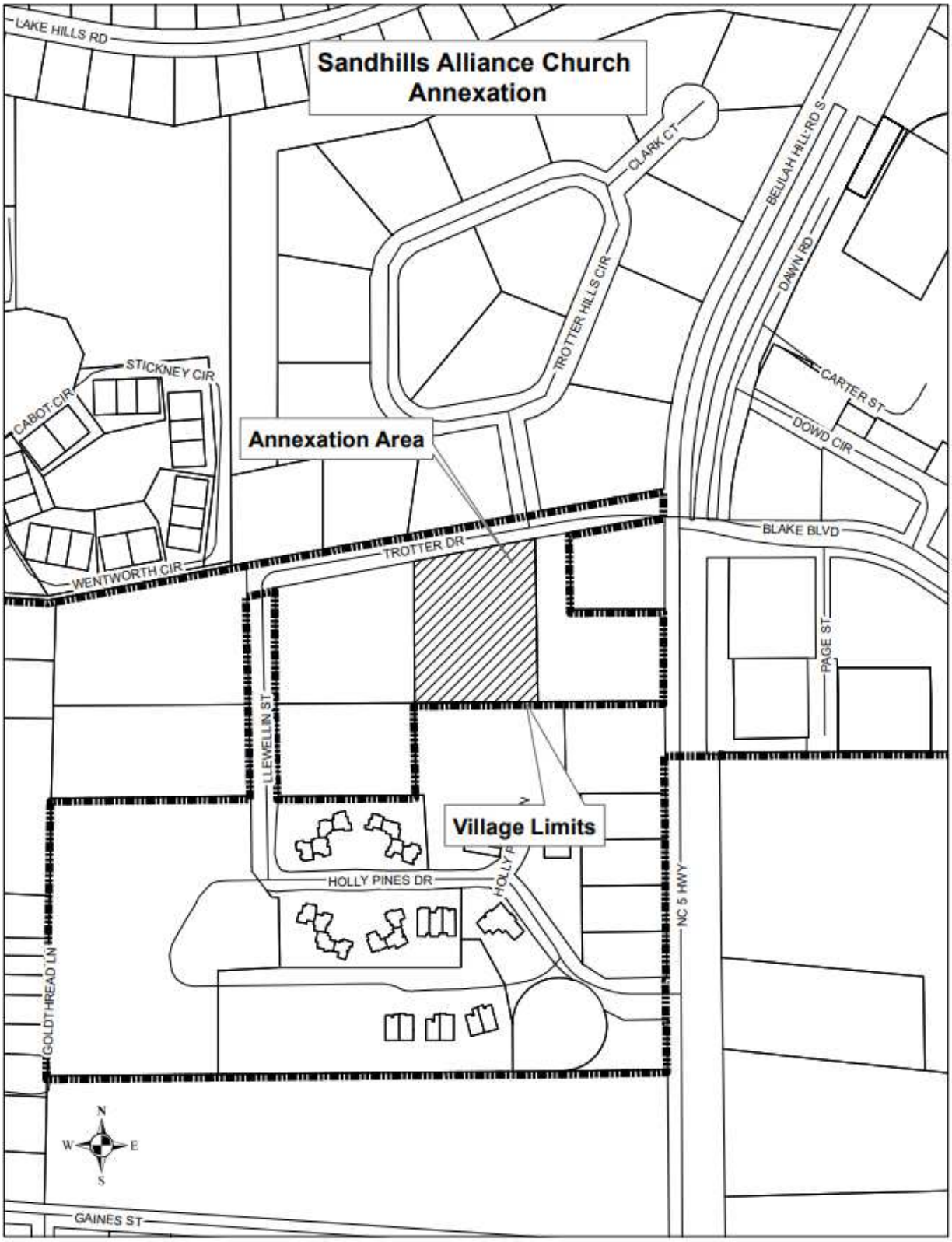
WITNESS MY HAND AND OFFICIAL SEAL of the Village of Pinehurst, North Carolina this 27th day of June, 2018.

_____

Lauren M. Craig
Village Clerk (Municipal Seal)

DRAFT

Attachment #1



PUBLIC HEARING NO. 6

ADDITIONAL AGENDA DETAILS:

The purpose of the public hearing is to consider a voluntary annexation petition from the Village of Pinehurst for approximately 890 feet of roadway located along Trotter Drive. The portion of the roadway to be annexed was dedicated and accepted into the Village of Pinehurst and was recorded in the Moore County Register of Deeds Book 4694, Pages 536-538.

FROM:

Will Deaton, Planning and Inspections Director

DATE OF MEMO:

6/26/2018

MEMO DETAILS:

Annexation for a portion of Trotter Drive.

ATTACHMENTS:

	Description
🗋	Staff Report
🗋	Location Map
🗋	Petition
🗋	Ordinance 18-14 Annex Portion of Trotter Dr

1895

VILLAGE OF

PINEHURST

PLANNING AND INSPECTIONS DEPARTMENT STAFF REPORT

To: Mayor Fiorillo and Village Council
From: Will Deaton, Planning and Inspections Director
Cc: Natalie Hawkins, Assistant Village Manager
Lauren Craig, Village Clerk
Date: June 26, 2018
Subject: Public Hearing #6. Consideration of a Voluntary Petition for Annexation/Trotter Drive.

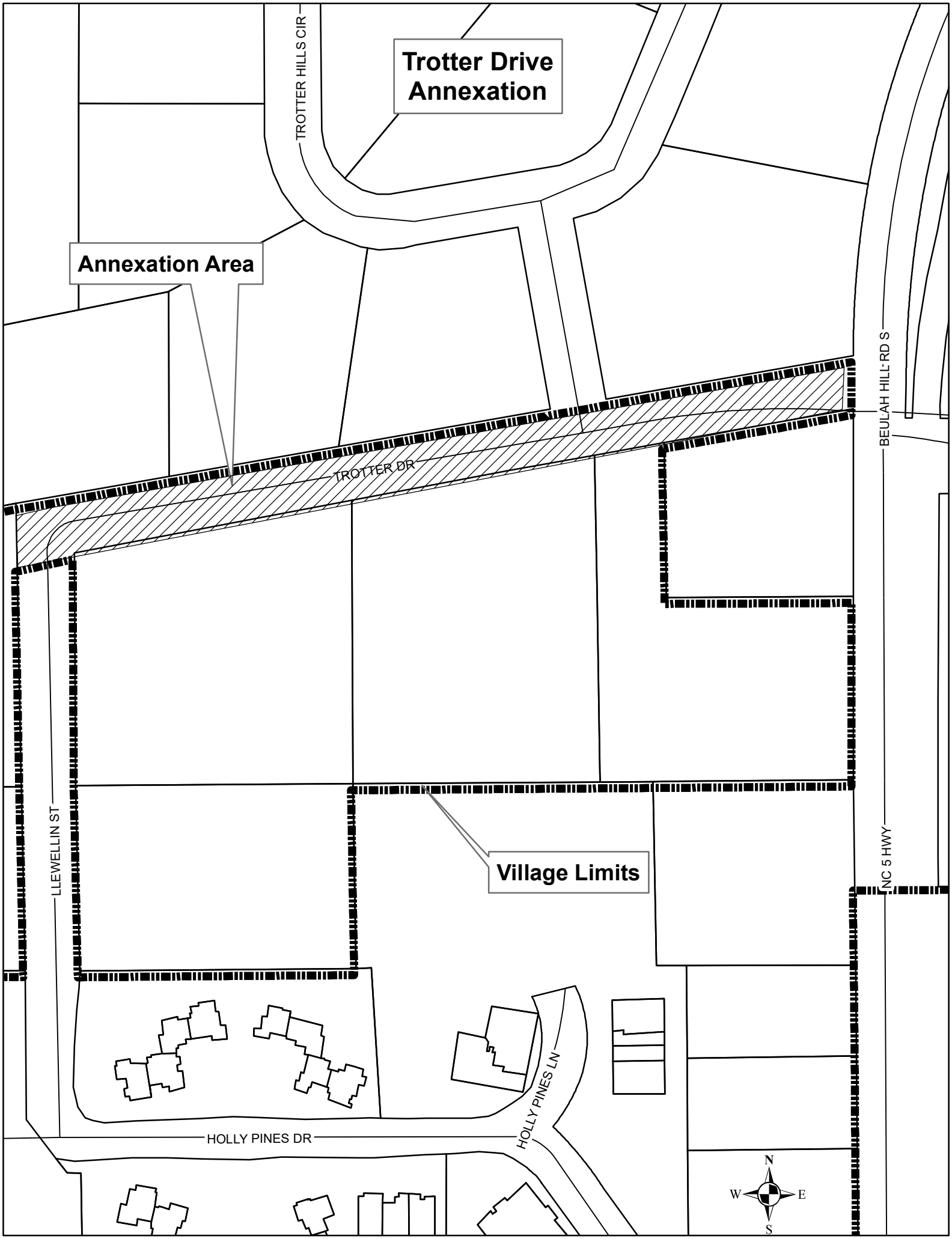
Applicant:	Village of Pinehurst
Owners:	Village of Pinehurst
Property Location:	Trotter Drive
Moore County LRK#:	N/A

The Village of Pinehurst is the applicant for this voluntary annexation of +/- 1.26 acres and approximately 890 feet of right of way on Trotter Drive that is contiguous to the existing corporate boundary of Pinehurst and therefore regulated by G.S. 160A-31. In June 2016, the Village Council accepted a road and right-of-way dedication for a portion of Trotter Drive with the requirement that the Village submit a petition for voluntary annexation of this property. As required by G.S. 160A-31, once the Village Clerk has certified the petition for voluntary annexation, a public hearing before the Village Council is required. Action is not required by the Planning and Zoning Board for annexation petitions.

Analysis:
Staff has notified Aberdeen, Carthage, Foxfire and Southern Pines of this petition as required by our annexation agreements and received no feedback.

A location map, a copy of the certified petition for voluntary annexation, and draft ordinance are included for consideration.

Recommendation:
Village staff recommends approval of this petition for voluntary annexation. It is further recommended that the annexation ordinance be adopted by the Village Council with an annexation effective date of June 30, 2018.


Trotter Drive Annexation
TROTTER HILLS CIR
Annexation Area
TROTTER DR
BEULAH HILL RD S
LLEWELLIN ST
Village Limits
NC 5 HWY
HOLLY PINES LN
HOLLY PINES DR
N
W
E
S

The Village *of*
PINEHURST
NORTH CAROLINA

Application for
Voluntary Petition for Annexation

Location of Property Trotter Drive (Between Hwy 5 & Trotter Drive continued)
Moore County Tax Map and Parcel Number: MB00080014
Total area of the Property (acres): 1.26

Property Owner Name Village of Pinehurst
Address 395 Magnolia Rd Pinehurst NC Telephone Number 295-1900

1. The undersigned Village of Pinehurst, being owner of all real property located within the area described in the attached metes and bounds description, requests that such area be annexed into the Village of Pinehurst, North Carolina.
2. The area to be annexed is located at Trotter Drive
   A metes and bounds description of said property is attached hereto.
3. A map of the foregoing property, showing its relationship to the existing corporate limits of the Village, is attached hereto.
4. A complete copy of the last deed of record is attached hereto.
5. Two (2) copies of a boundary survey of the property to be annexed, including the following information:
   1. the Moore County Tax Map and Parcel Number
   2. the total area of the property (in acres)
   3. the name and address of the property owner(s)
6. This petition is presented under the authority contained in GS 160 A-31

Respectfully submitted this 15 day of November 2016

Attest [signature]
Secretary

(Name) Village of Pinehurst
(Address) 395 Magnolia Rd. Pinehurst NC
(Owner/President) [signature] for Village of Pinehurst.

Planning and Inspections Department
395 Magnolia Rd. - Pinehurst, North Carolina 28374
(910) 295-2581 - Fax (910) 295-1396 - www.villageofpinehurst.org

I, Lauren M. Craig, Clerk to the Village Council of the Village of Pinehurst, do hereby certify that the sufficiency of the above referenced petition has been checked and found to be in compliance with G.S. 160A-31.

Lauren M. Craig 11/15/16

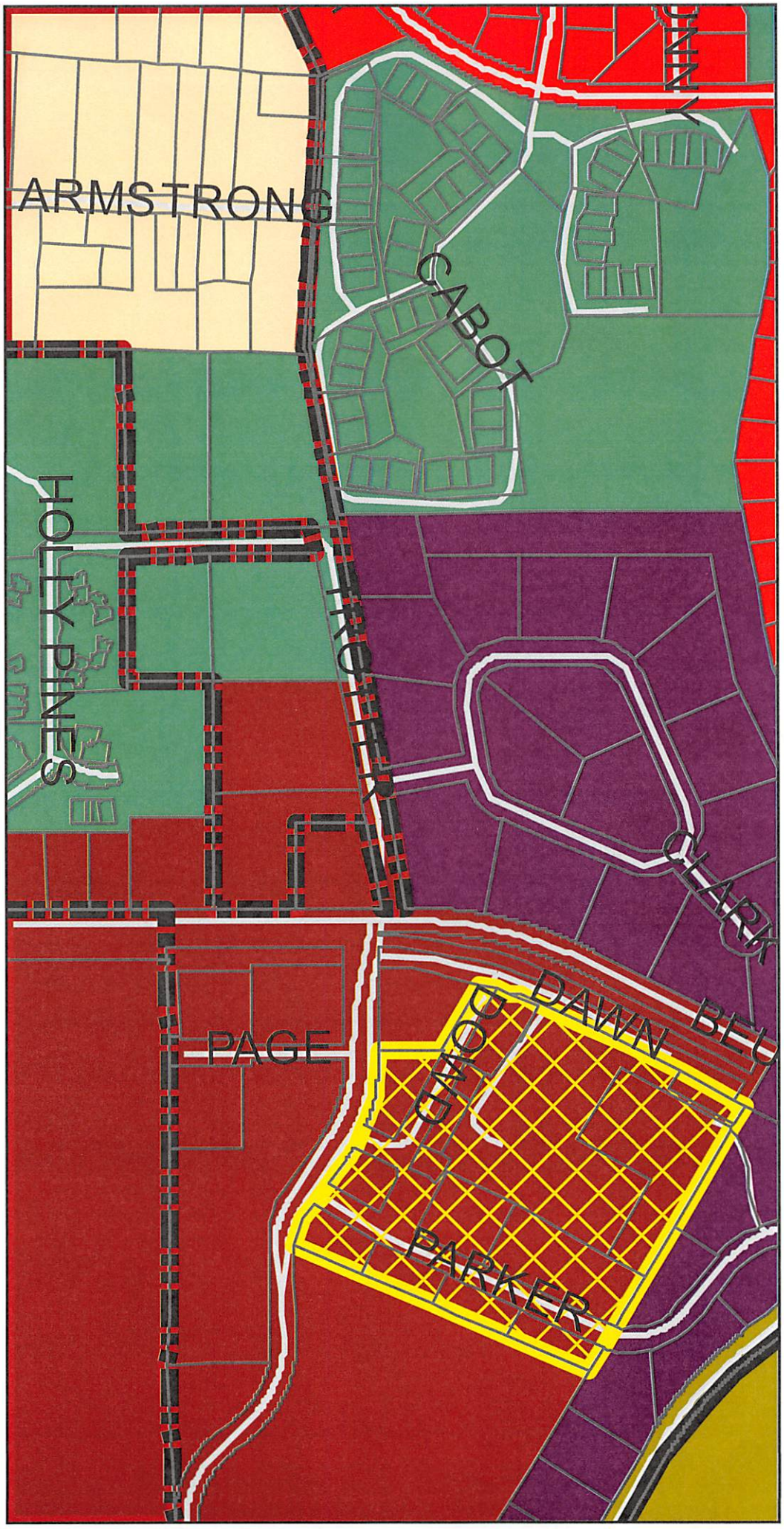
Village Clerk Date

Legal Description

Beginning at the Southwest intersection of N.C. Highway #5 a 60 foot right of way and Trotter Drive a 60' right of way and also being the northeast corner of Lot 1 recorded in Map Book 8, Page 14 "Pinehurst Ranchettes" in the Moore County Register of Deeds; thence from the **Beginning** and with the South right of way line of Trotter Drive South 82 degrees 08 minutes 00 seconds West 550.40 feet to a point being the common corner of Lot 1 and Lot 7 of said map; thence continuing with the South right of way line of Trotter Drive South 82 degrees 08 minutes 00 seconds West 305.40 feet to a point being the Northwest corner of Lot 7 of said map and in the South right of way line and the East right of way line of Trotter Drive; thence crossing Trotter Drive South 82 degrees 08 minutes 00 seconds West 60.88 feet to a point in the West right of way line Trotter Drive and the East property line of Lot 12 of said map; thence with the West right of way line of Trotter Drive North 01 degrees 53 minutes 00 seconds East 60.88 feet to a point in the North right of way line of Trotter Drive and also in the South line of the Moore County tract recorded in Deed Book 1556, Page 98 in the Moore County Register of Deeds; thence with the North right of way line of Trotter Drive North 82 degrees 08 minutes 00 seconds East 178.81 feet to a point being the common corner of the said Moore County tract and Southwest corner of Lot 13 recorded in Plat Cabinet 6, Slide 160 "Trotter Hills" in the Moore County Register of Deeds; thence continuing with the North right of way line of Trotter Drive North 82 degrees 08 minutes 00 seconds East 186.26 to the common corner of Lot 13 and Lot 14 of said plat; thence continuing with the North right of way line of Trotter Drive North 82 degrees 08 minutes 00 seconds East 233.47 feet to the Southeast corner of Lot 14 of said plat and also being the Northwest intersection of Trotter Hills Circle a 60 foot right of way and Trotter Drive; thence continuing with the North right of way of Trotter Drive crossing Trotter Hills Circle North 82 degrees 08 minutes 00 seconds East 60 feet to the Southwest corner of Lot 1 of said plat and also being the Northeast intersection of Trotter Hills Circle and Trotter Drive; thence continuing with the North right of way of Trotter Drive North 82 degrees 08 minutes 00 seconds East 258.14 feet to the Southeast corner of Lot 1 of said plat at the Northwest intersection N.C. Highway #5 and Trotter Drive; thence crossing Trotter Drive with the West right of way line of N.C. Highway #5 South 01 degrees 53 minutes 00 seconds West 60.88 feet to the **Point of Beginning** containing 55,001 square feet, 1.26 Acres.

NORTH CAROLINA PROFESSIONAL SEAL L-4884 LAND SURVEYOR

11/14/16


ARMSTRONG
CABOT
HOLLYPINES
TROTTER
CLARK
DAWN
BLU
PAGE
GARDEN
PARKER

mail: Village of Pinehurst
395 Magnolia Rd.
Pinehurst, NC 28374

FOR REGISTRATION REGISTER OF DEEDS
Judy D. Martin
Moore County, NC
August 23, 2016 11:12:48 AM
Book 4694 Page 536-538
FEE: $26.00
INSTRUMENT # 2016011873

INSTRUMENT # 2016011873

HM

Mail after recording to: Richard Lee Yelverton III, Attorney at Law PLLC
This instrument was prepared by: Richard Lee Yelverton III, Attorney at Law PLLC

DEDICATION AND ACCEPTANCE OF STREETS

THIS DEDICATION AND ACCEPTANCE OF STREETS is made this 19 day of ~~July, 2016~~ August 2016, by Winford N. Williams and wife, Ruby H. Williams (hereinafter referred to as "Grantor"), to the Village of Pinehurst, a municipal corporation of the State of North Carolina (hereinafter referred to as "Grantee"). 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 WHEREAS, Grantor owns the property more particularly described on Exhibit "A" attached hereto (hereinafter referred to as "Street Property"); and,

WHEREAS, Grantor has constructed roads on the Street Property known as Trotter Drive which road runs between Beulah Hill Road S (NC Hwy. 5) and extends to the termination point of the street formerly known as Llewellen Street, to be dedicated to Grantee, and Grantee has approved of said construction and has agreed to accept an officer of dedication of these streets from Grantor for use as public streets. Said streets shall be open to the public and shall be maintained by the Grantee.

NOW, THEREFORE, Grantors, in consideration of the benefit to its property, and for other valuable consideration, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, convey and dedicate unto Grantee in fee simple the property described in Exhibit "A" situated in Moore County, North Carolina.

Grantors covenant with the Grantee that Grantors have done nothing to impair such title as Grantors received, and to the extent they are able to do so, Grantors will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantors.

TO HAVE AND TO HOLD, the said right and privilege herein granted to the Village of Pinehurst, its successors and assigns, forever, for the purposes set forth herein. Title to the Property hereinabove

described is subject to easements, restrictions, rights-of-way and other matters of record.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this dedication to be executed this the __ day of June, 2016.

_____(SEAL)
Winford N. Williams

_____(SEAL)
Ruby H. Williams

STATE OF NORTH CAROLINA
COUNTY OF MOORE

I certify that the following person(s) personally appeared before me this day and (✓) I have personal knowledge of the identity of the principal(s); (_____) I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a driver's license; (_____) a credible witness has sworn to the identity of the principal(s); the principal(s) acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Name of Principal(s): **Winford N. Williams and wife, Ruby H. Williams.**

Date: 8/19/16

Notary Public

Printed or typed name of Notary Public

[SEAL]

RICHARD LEE YELVERTON III
Notary Public, North Carolina
Moore County
My Commission Expires

My commission expires: 4/17/2020

GRANTEE
Village of Pinehurst, a North Carolina Municipal Corporation

By: Nancy Roy Fiorillo

Attest: Lauren M. Craig
, Town Clerk

I certify that Nancy Fiorillo voluntarily appeared before me and signed the foregoing on behalf of the Village of Pinehurst, in his/her capacity as ~~May Pro Tem~~ Mayor of the Village of Pinehurst, and Lauren Craig voluntarily appeared before me and attested to the foregoing and applied the corporate seal of the Village of Pinehurst in his/her capacity as Town Clerk for the Village of Pinehurst.

This the 23rd day of ~~June~~ August, 2016.

Notary Public

(SEAL)

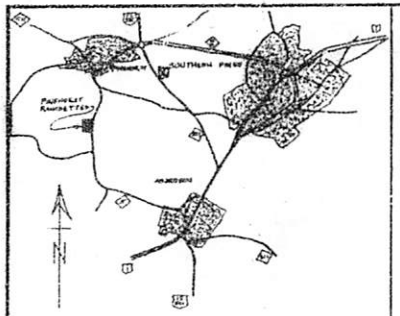
JACQUELINE M. LAZUSKY
NOTARY PUBLIC
MOORE COUNTY, NC

My Commission Expires: April 7, 2020

EXHIBIT A

Trotter Drive; as reflected on the following plats:

Plat Book 8, Page 14 and Plat Cabinet 6 Slide 160.



LOCATION MAP
1" = two miles.

CERTIFICATE OF OWNERSHIP AND DEDICATION.
I hereby certify that I am the owner of the property shown and described hereon and that I hereby adopt this plan of subdivision with my free consent, establish minimum building lines, and dedicate all streets to public use.

10-26-66 — Date
Owner

NORTH CAROLINA, MOORE COUNTY.
I, Paul S. Ward, certify this map is in all respects correct to the best of my knowledge and belief, and was prepared from an actual survey made by me in October 1966; that the Error of Closure is 1:5000; that this map was prepared in accordance with G.S. 47-30 as amended.
Witness my hand & seal this 26th day of October 1966.

Paul S. Ward

Subscribed and sworn to before me this 26th day of October 1966.

Jean D. Dobson
Notary Public.

My commission expires August 31, 1968

NORTH CAROLINA, MOORE COUNTY.
The foregoing certificate of _____ Notary Public of North Carolina is in due form and correct. Let said Map and Certificate be recorded.

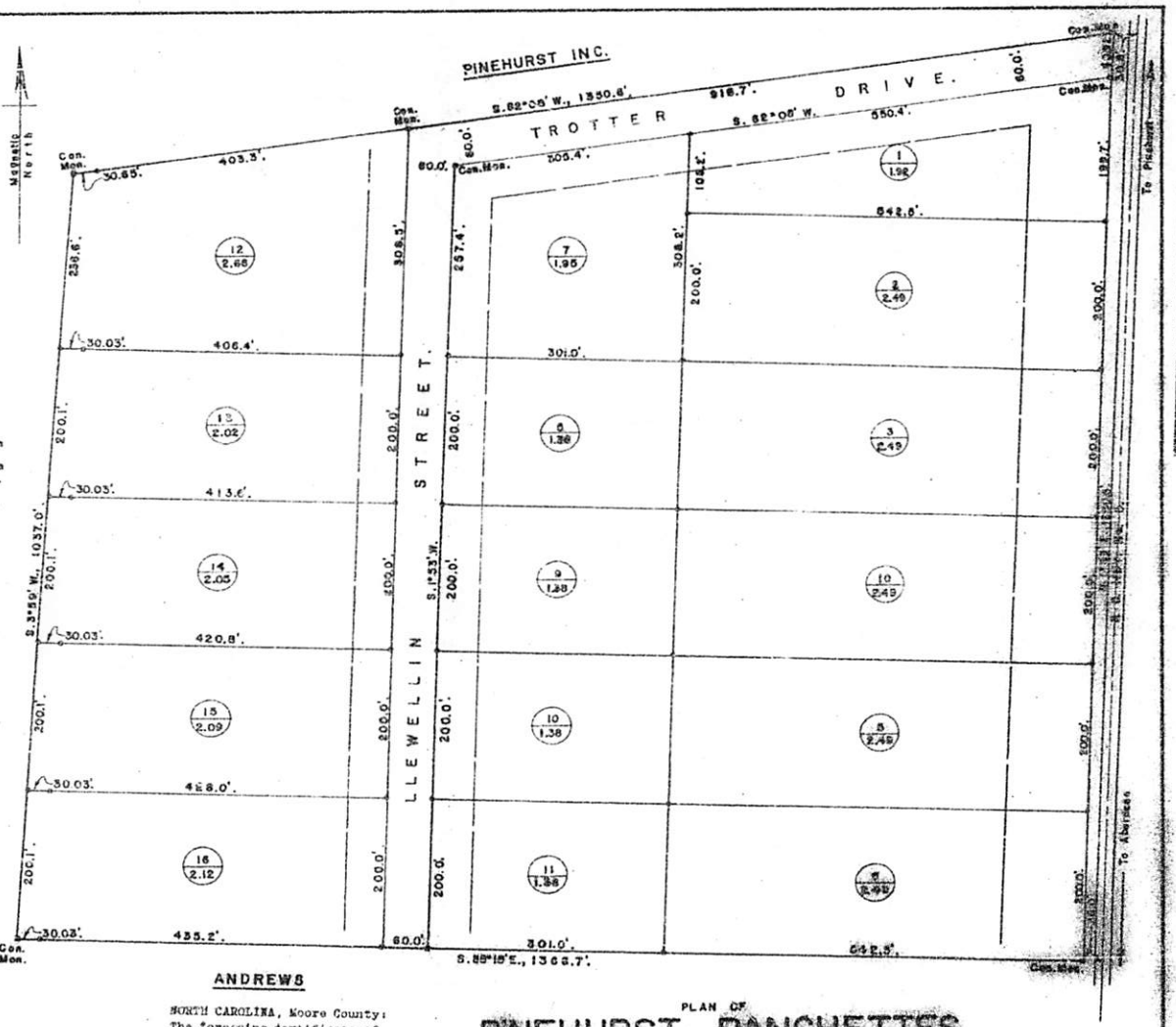
This _____ day of _____ 1966.

_____
Clerk of Superior Court.

NORTH CAROLINA, MOORE COUNTY,
Filed for registration on this 27th day of November 1966, at 11:00 P.M. and duly recorded in Plat Book 9, Page 14, Moore County, North Carolina Registry.

Carolyn McCaskill
Register of Deeds.

PAUL S. WARD
REGISTERED SURVEYOR
SOUTHERN PINES, N.C.



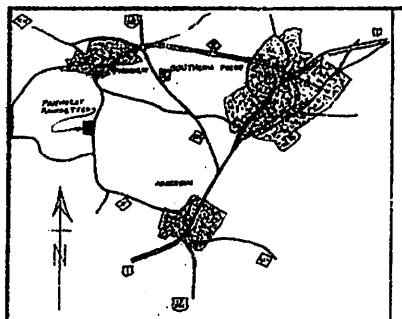
ANDREWS

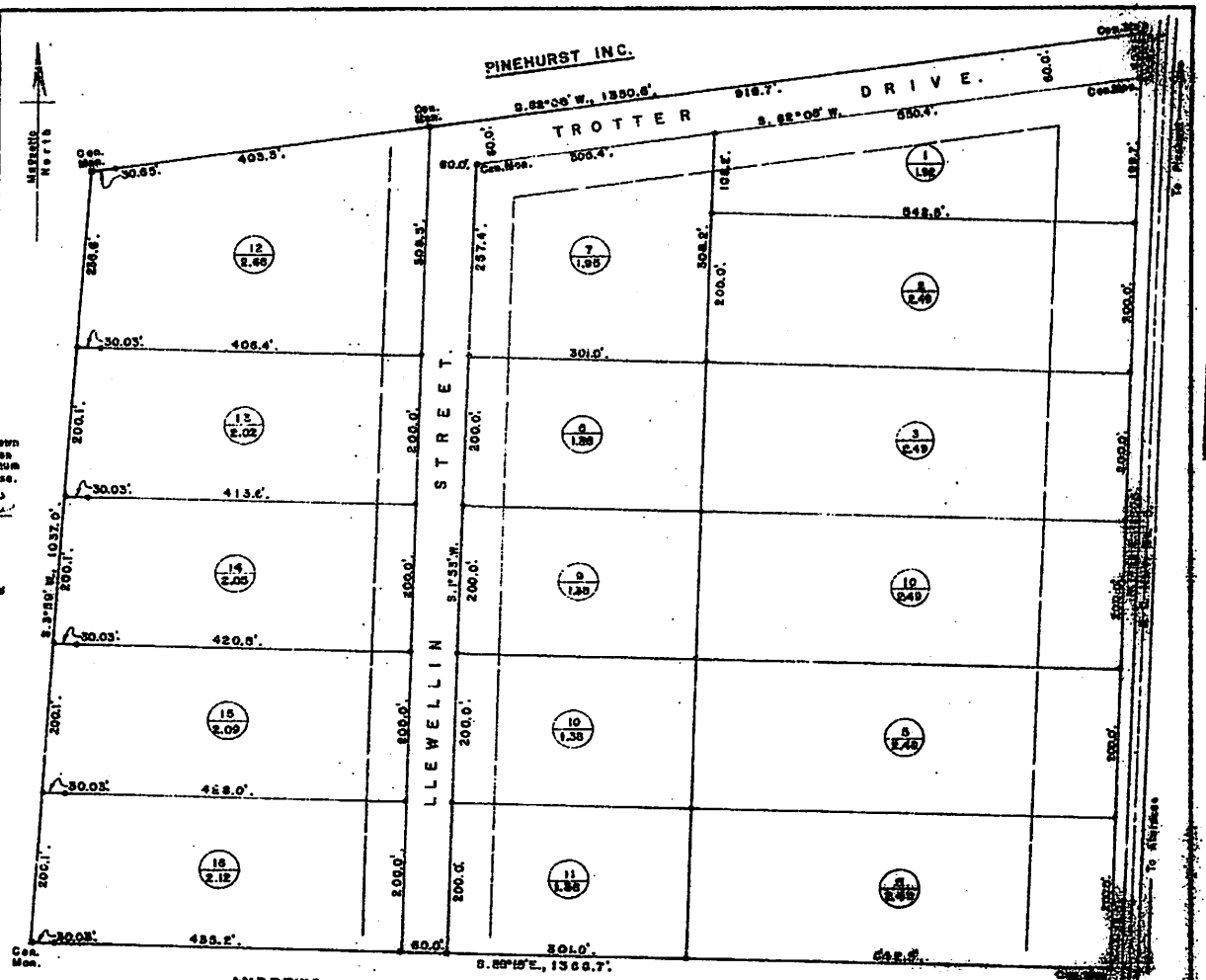
NORTH CAROLINA, Moore County:
The foregoing certificate of _____ Notary Public of Moore County, is adjudged to be correct. Let the instrument with the certificate be registered. This _____ 1966.

_____
Clerk Superior Court

PLAN OF
PINEHURST RANCHETTES
near PINEHURST, N. C.
Seadhill Township,
Moore County, N. C.
SCALE 1" = 100'

100' 0 100' 200' 300'
SCALE IN FEET
10-24-66, P.S.W. 0313 S SD.





CERTIFICATE OF OWNERSHIP AND DEDICATION.
I hereby certify that I am the owner of the property shown and described hereon and that I hereby adopt this plan of subdivision with my free consent, establish minimum building lines, and dedicate all streets to public use.

10-26-66 — Date
Owner

NORTH CAROLINA, MOORE COUNTY.
I, Paul S. Ward, certify this map is in all respects correct to the best of my knowledge and belief; and was prepared from an actual survey made by me in October 1966; that the Error of Closure is 1:5000; that this map was prepared in accordance with G.S. 47-30 as amended.
Witness my hand & seal this 26th day of October 1966.

Paul S. Ward

Subscribed and sworn to before me this 26th day of October 1966.

Jean D. Dickson
Notary Public.

My commission expires August 31, 1968.

NORTH CAROLINA, MOORE COUNTY.
The foregoing certificate of _____ Notary Public of North Carolina is in due form and correct. Let said Map and Certificate be recorded.

This _____ day of _____ 1966.

_____
Clerk of Superior Court.

NORTH CAROLINA, MOORE COUNTY.
Filed for registration on this 27th day of November 1966, at 11:40 P.M. and duly recorded in Plat Book 9, Page 14, Moore County, North Carolina Registry.

Lindsay M. Carter
Register of Deeds.

PAUL S. WARD
REGISTERED SURVEYOR
SOUTHERN PINES, N.C.

ANDREWS

NORTH CAROLINA, Moore County:
The foregoing certificate of _____ Notary Public of Moore County, is adjudged to be correct. Let the instrument with the certificate be registered. This 27th day 1966.

Lindsay M. Kennedy
Clerk Superior Court

PLAN OF
PINEHURST RANCHETTES
near PINEHURST, N. C.
Sandhill Township,
Moore County, N. C.
SCALE 1" = 100'

100' 0 100' 200' 300'
SCALE IN FEET
10-24-66, P.S.W. 0313 S 80.

ORDINANCE #18-14:

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE VILLAGE OF PINEHURST, NORTH CAROLINA (PORTION OF TROTTER DRIVE).

THAT WHEREAS, the Village Council of the Village of Pinehurst has received a voluntary petition for annexation on November 15, 2016 under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Village Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Pinehurst Village Hall, 395 Magnolia Road at 4:30 p.m. on June 26, 2018 after due notice; and

WHEREAS, the Village Council finds that the petition meets the requirements of G.S. 160A -31 and that the areas to be annexed are contiguous to its boundaries.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 26th day of June, 2018 as follows:

SECTION 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous properties owned the Village of Pinehurst are hereby annexed and made part of the Village of Pinehurst as of June 30, 2018:

PORTION OF TROTTER DRIVE

BEGINNING AT THE SOUTHWEST INTERSECTION OF N.C. HIGHWAY #5 A 60 FOOT RIGHT OF WAY AND TROTTER DRIVE A 60' RIGHT OF WAY AND ALSO BEING THE NORTHEAST CORNER OF LOT L RECORDED IN MAP BOOK 8, PAGE 14 "PINEHURST RANCHETTES" IN THE MOORE COUNTY REGISTER OF DEEDS; THENCE FROM THE BEGINNING AND WITH THE SOUTH RIGHT OF WAY LINE OF TROTTER DRIVE SOUTH 82 DEGREES 08 MINUTES 00 SECONDS WEST 550.40 FEET TO A POINT BEING THE COMMON CORNER OF LOT 1 AND LOT 7 OF SAID MAP; THENCE CONTINUING WITH THE SOUTH RIGHT OF WAY LINE OF TROTTER DRIVE SOUTH 82 DEGREES 08 MINUTES 00 SECONDS WEST 305.40 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 7 OF SAID MAP AND IN THE SOUTH RIGHT OF WAY LINE AND THE EAST RIGHT OF WAY LINE OF TROTTER DRIVE; THENCE CROSSING TROTTER DRIVE SOUTH 82 DEGREES 08 MINUTES 00 SECONDS WEST 60.88 FEET TO A POINT IN THE WEST RIGHT OF WAY LINE TROTTER DRIVE AND THE EAST PROPERTY LINE OF LOT 12 OF SAID MAP; THENCE WITH THE WEST RIGHT OF WAY LINE OF TROTTER DRIVE NORTH 01 DEGREES 53 MINUTES 00 SECONDS EAST 60.88 FEET TO A POINT IN THE NORTH RIGHT OF WAY LINE OF TROTTER DRIVE AND ALSO IN THE SOUTH LINE OF THE MOORE COUNTY TRACT RECORDED IN DEED BOOK 1556, PAGE 98 IN THE MOORE COUNTY REGISTER OF DEEDS; THENCE WITH THE NORTH RIGHT OF WAY LINE OF TROTTER DRIVE NORTH

DRAFT

82 DEGREES 08 MINUTES 00 SECONDS EAST 178.81 FEET TO A POINT BEING THE COMMON CORNER OF THE SAID MOORE COUNTY TRACT AND SOUTHWEST CORNER OF LOT 13 RECORDED IN PLAT CABINET 6, SLIDE 160 "TROTTER HILLS" IN THE MOORE COUNTY REGISTER OF DEEDS; THENCE CONTINUING WITH THE NORTH RIGHT OF WAY LINE OF TROTTER DRIVE NORTH 82 DEGREES 08 MINUTES 00 SECONDS EAST 186.26 TO THE COMMON CORNER OF LOT 13 AND LOT 14 OF SAID PLAT; THENCE CONTINUING WITH THE NORTH RIGHT OF WAY LINE OF TROTTER DRIVE NORTH 82 DEGREES 08 MINUTES 00 SECONDS EAST 233.47 FEET TO THE SOUTHEAST CORNER OF LOT 14 OF SAID PLAT AND ALSO BEING THE NORTHWEST INTERSECTION OF TROTTER HILLS CIRCLE A 60 FOOT RIGHT OF WAY AND TROTTER DRIVE; THENCE CONTINUING WITH THE NORTH RIGHT OF WAY OF TROTTER DRIVE CROSSING TROTTER HILLS CIRCLE NORTH 82 DEGREES 08 MINUTES 00 SECONDS EAST 60 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT AND ALSO BEING THE NORTHEAST INTERSECTION OF TROTTER HILLS CIRCLE AND TROTTER DRIVE; THENCE CONTINUING WITH THE NORTH RIGHT OF WAY OF TROTTER DRIVE NORTH 82 DEGREES 08 MINUTES 00 SECONDS EAST 258.14 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID PLAT AT THE NORTHWEST INTERSECTION N.C. HIGHWAY #5 AND TROTTER DRIVE; THENCE CROSSING TROTTER DRIVE WITH THE WEST RIGHT OF WAY LINE OF N.C. HIGHWAY #5 SOUTH 01 DEGREES 53 MINUTES 00 SECONDS WEST 60.88 FEET TO THE POINT OF BEGINNING CONTAINING 55,001 SQUARE FEET, 1.26 ACRES.

SECTION 2. Upon and after June 30, 2018, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Village of Pinehurst and shall be entitled to the same privileges and benefits as other parts of the Village of Pinehurst. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

THIS ORDINANCE passed and adopted this 26th day of June, 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

DRAFT

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

CERTIFICATION

I, LAUREN M. CRAIG, VILLAGE CLERK, of the Village of Pinehurst, North Carolina, do hereby certify that this is a true and accurate copy of Ordinance #18-14 adopted by the Village Council in a regular meeting assembled on the 26th day of June, 2018.

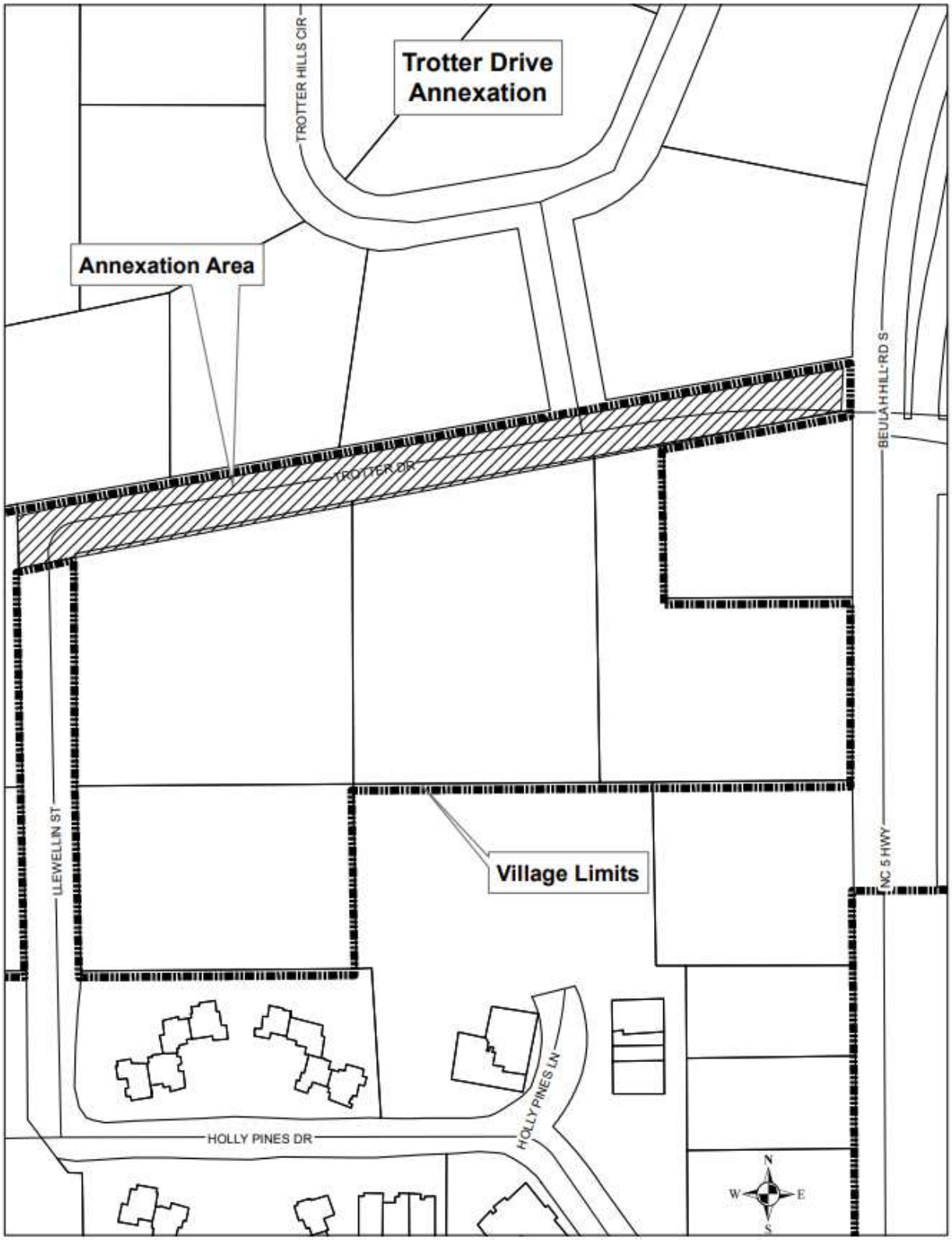
WITNESS MY HAND AND OFFICIAL SEAL of the Village of Pinehurst, North Carolina this 27th day of June, 2018.

_____

Lauren M. Craig
Village Clerk (Municipal Seal)

DRAFT

Attachment #1



CONSIDER ORDINANCES TO EXTEND THE CORPORATE LIMITS FOR THE VILLAGE OF PINEHURST (PINEHURST SENIOR APARTMENTS, ROYAL OAKS, WINSTON PINES, SANDHILLS ALLIANCE CHURCH, TROTTER DRIVE).

ADDITIONAL AGENDA DETAILS:

FROM:
Lauren Craig

CC:
Jeff Sanborn

DATE OF MEMO:
6/20/2018

MEMO DETAILS:
Should Council wish to take action on the petitions for voluntary annexation following the public hearings, we have attached individual ordinances that correspond to individual motions. The petitions for voluntary annexation include Pinehurst Senior Apartments, Royal Oaks, Winston Pines, Sandhills Alliance Church, and a portion of Trotter Drive.

ATTACHMENTS:

Description
Ordinance 18-10 Annex Pinehurst Senior Apartments
Ordinance 18-11 Annex Royal Oaks
Ordinance 18-12 Annex Winston Pines
Ordinance 18-13 Annex Sandhills Alliance Church
Ordinance 18-14 Annex Portion of Trotter Dr

ORDINANCE #18-10:

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE VILLAGE OF PINEHURST, NORTH CAROLINA (PINEHURST SENIOR APARTMENTS).

THAT WHEREAS, the Village Council of the Village of Pinehurst has received a voluntary petition for annexation on October 4, 2016 under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Village Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Pinehurst Village Hall, 395 Magnolia Road at 4:30 p.m. on June 26, 2018 after due notice; and

WHEREAS, the Village Council finds that the petition meets the requirements of G.S. 160A -31 and that the areas to be annexed are contiguous to its boundaries.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 26th day of June, 2018 as follows:

SECTION 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous properties owned by Pinehurst Senior Apartments, LLC are hereby annexed and made part of the Village of Pinehurst as of June 30, 2018:

PINEHURST SENIOR APARTMENTS

THE LAND TO BE ANNEXED INTO THE VILLAGE OF PINEHURST DESCRIBED AT THE LOYD TRACT AND AS DESCRIBED IN THE FOLLOWING:

LYING AND BEING IN MOORE COUNTY, NORTH CAROLINA, ON THE WEST SIDE OF AND ADJOINING MURDOCKSVI LLE ROAD. BOUNDED ON THE EAST BY MURDOCKSVILLE ROAD, ON THE SOUTH BY KRK HOLDINGS, LLC TRACT(DB 3894 PG 264) AND BY EDU-CARE & PRE-SCHOOL,INC. TRACT(DB 1104 PG 467), ON THE WEST BY THE MCKENZIE TRACT(DB 3354 PG 558)AND KENTON LOYD'S LOT # 2(PC 16 S 850). AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN 1" EXISTING IRON PIPE FLUSH WITH THE GROUND, SAID IRON PIPE BEING THE SOUTHEAST CORNER OF THE TRACT DESCRIBED SHOWN ON PLAT CABINET 14 SLIDE 654 IN THE MOORE COUNTY REGISTER OF DEEDS OFFICE AND BEING IN THE WEST RIGHT-OF-WAY OF MURDOCKSVILLE ROAD(N.C.S.R. 1209-60' ROW); SAID IRON PIPE ALSO BEING THE NORTHEAST CORNER OF THE KRK HOLDINGS, LLC TRACT DESCRIBED IN DEED BOOK 3894 PAGE 264 IN THE MOORE COUNTY REGISTER OF DEEDS OFFICE; THENCE WITH THE WESTERN RIGHT OF WAY OF MURDOCKSVILLE ROAD N 09°22'42" W A DISTANCE OF 180.00' TO AN .5" IRON ROD, SAID IRON

DRAFT

ROD BEING THE SOUTHEAST CORNER OF KENTON R. LOYD'S TRACT 2; THENCE LEAVING THE RIGHT OF WAY WITH TRACT 2 THE FOLLOWING CALLS: S 87°38'23" W A DISTANCE OF 268.00' TO A .5" IRON ROD SET; THENCE N 02°21'37" W A DISTANCE OF 144.00' TO A .5" IRON ROD SET; THENCE S 87°38'23" W A DISTANCE OF 329.20' TO A .5" IRON ROD SET;THENCE S 49°38'23" W A DISTANCE OF 305.00' TO A .5" IRON ROD SET;THENCE S 33°18'24" W A DISTANCE OF 166.35' TO A 1" EXISTING IRON PIPE, SAID IRON PIPE BEING A CORNER IN THE MCKENZIE TRACT,SAID IRON PIPE ALSO BEING THE NORTHWEST CORNER OF THE EDU-CARE DAY CARE & PRE-SCHOOL, INC TRACT; THENCE WITH THE EDU-CARE & PRE-SCHOOL TRACT N 87°37'07" E A DISTANCE OF 564.31' TO A 1" EXISTING IRON PIPE, SAID IRON ROD BEING THE NORTHEAST CORNER OF THE EDU-CARE & PRE-SCHOOL TRACT AND NORTHWEST CORNER OF THE KRK HOLDINGS, LLC TRACT; THENCE WITH THE KRK HOLDINGS, LLC TRACT N 87°38'23" E A DISTANCE OF 348.74' TO AN EXISTING CONCRETE MONUMENT; THENCE CONTINUING WITH THE KRK HOLDINGS, LLC TRACT N 87°33'41" E A DISTANCE OF 43.48' TO THE POINT OF BEGINNING, HAVING AN AREA OF 217684 SQUARE FEET, 5.00 ACRES

SECTION 2. Upon and after June 30, 2018, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Village of Pinehurst and shall be entitled to the same privileges and benefits as other parts of the Village of Pinehurst. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

THIS ORDINANCE passed and adopted this 26th day of June, 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

CERTIFICATION

I, LAUREN M. CRAIG, VILLAGE CLERK, of the Village of Pinehurst, North Carolina, do hereby certify that this is a true and accurate copy of Ordinance #18-10 adopted by the Village Council in a regular meeting assembled on the 26th day of June, 2018.

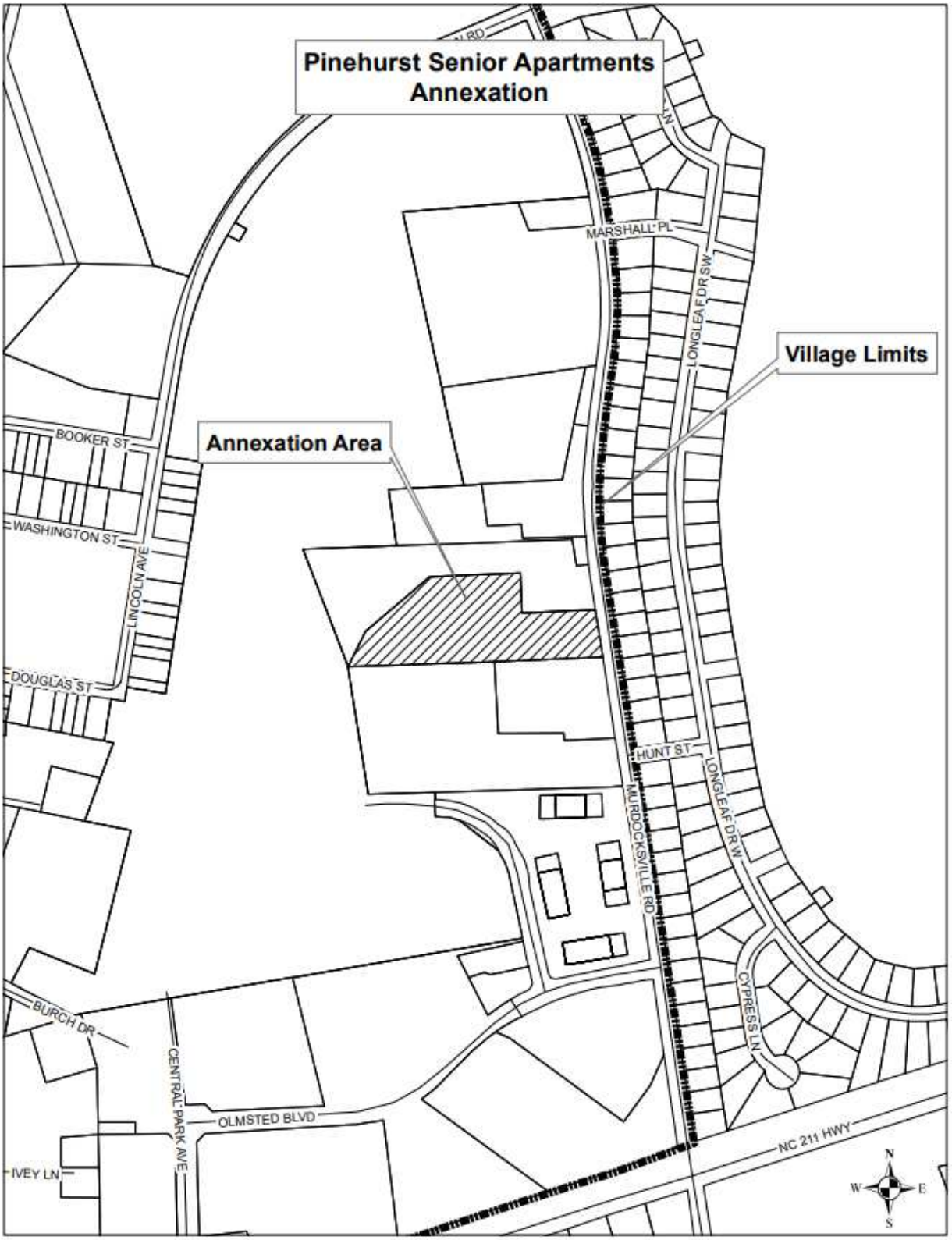
WITNESS MY HAND AND OFFICIAL SEAL of the Village of Pinehurst, North Carolina this 27th day of June, 2018.

_____

Lauren M. Craig
Village Clerk (Municipal Seal)

DRAFT

Attachment #1



ORDINANCE #18-11:

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE VILLAGE OF PINEHURST, NORTH CAROLINA (ROYAL OAKS).

THAT WHEREAS, the Village Council of the Village of Pinehurst has received a voluntary petition for annexation on March 19, 2018 under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Village Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Pinehurst Village Hall, 395 Magnolia Road at 4:30 p.m. on June 26, 2018 after due notice; and

WHEREAS, the Village Council finds that the petition meets the requirements of G.S. 160A -31 and that the areas to be annexed are contiguous to its boundaries.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 26th day of June, 2018 as follows:

SECTION 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous properties owned by Rick Knight, Tiara Properties, LLC are hereby annexed and made part of the Village of Pinehurst as of June 30, 2018:

ROYAL OAKS SUBDIVISION

TIARA PROPERTIES, LLC
LOT 1R, PLAT CABINET 17, SL 618

A CERTAIN TRACT OR PARCEL OF LAND IN MINERAL SPRINGS TOWNSHIP, MOORE COUNTY, NORTH CAROLINA FRONTING ON THE WEST LINE OF MURDOCKSVILLE ROAD ABOUT ONE HALF MILE NORTH OF THE INTERSECTION OF MURDOCKSVILLE ROAD WITH N. C. NO. 211, DESCRIBED AS FOLLOWS;

BEGINNING AT AN IRON STAKE IN A DRIVEWAY IN THE WEST LINE OF MURDOCKSVILLE ROAD AT THE COMMON CORNER OF THE KENTON R. LOYD PARCEL RECORDED IN DEED BOOK 4433, AT PAGE 572 IN THE MOORE COUNTY REGISTRY AND THE SOUTHEAST CORNER OF THE TIARA PROPERTIES, LLC LOT 1R AS RECORDED IN PLAT CABINET 17, AT SLIDE 618 IN THE MOORE COUNTY REGISTRY; RUNNING THENCE AS THE LINES OF LOT 1R, THE FOLLOWING CALLS, S 87°45'39"W 49.21 FEET TO A CONCRETE MONUMENT; THENCE S 87°55'24'W 171.84 FEET TO AN IRON STAKE; THENCE S 87°55'48"W 246.29 FEET TO A CONCRETE MONUMENT; THENCE S 87°45'42"W 209.97 FEET TO A CONCRETE MONUMENT; THENCE N 09°12'03'W 211.18 FEET TO AN IRON STAKE; THENCE N87°51'3rE 209.23 FEET TO A CONCRETE

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MONUMENT; THENCE N 09°23'34"W 314.00 FEET TO A CONCRETE MONUMENT; THENCE N 09°23'34"W 77.61 FEET TO A CONCRETE MONUMENT; THENCE N87°55'40"E 569.59 FEET TO A CONCRETE MONUMENT; THENCE N 87°55'40"E 34.73 FEET TO AN IRON STAKE IN THE WEST LINE OF MURDOCKSVILLE ROAD; THENCE S08°26'55"W 166.40 FEET TO AN IRON STAKE; THENCE CONTINUING WITH THE WEST LINE OF THE ROAD AS IT CURVES TO THE LEFT, HAVING A RADIUS OF 1687.29 FEET, AN ARC DISTANCE OF 226.83 FEET, A CHORD OF S05°22'48'W 226.66 FEET TO AN IRON STAKE; THENCE AS A CURVE TO THE LEFT, HAVING A RADIUS OF 1687.29 FEET, AN ARC DISTANCE OF 99.37 FEET, A CHORD OF S00°09'31"E 99.36 FEET TO AN IRON STAKE; THENCE AS A CURVE TO THE LEFT, HAVING A RADIUS OF 1687.29 FEET, AN ARC DISTANCE OF 109.87 FEET, A CHORD OF S03°37'21"E 109.85 FEET TO THE BEGINNING, CONTAINING 8.17 ACRES, MORE OR LESS AND BEING THE LOT 1R AS RECORDED IN PLAT CABINET 17 AT SLIDE 618 IN THE MOORE COUNTY REGISTER OF DEEDS OFFICE.

SECTION 2. Upon and after June 30, 2018, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Village of Pinehurst and shall be entitled to the same privileges and benefits as other parts of the Village of Pinehurst. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

THIS ORDINANCE passed and adopted this 26th day of June, 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

CERTIFICATION

I, LAUREN M. CRAIG, VILLAGE CLERK, of the Village of Pinehurst, North Carolina, do hereby certify that this is a true and accurate copy of Ordinance #18-11 adopted by the Village Council in a regular meeting assembled on the 26th day of June, 2018.

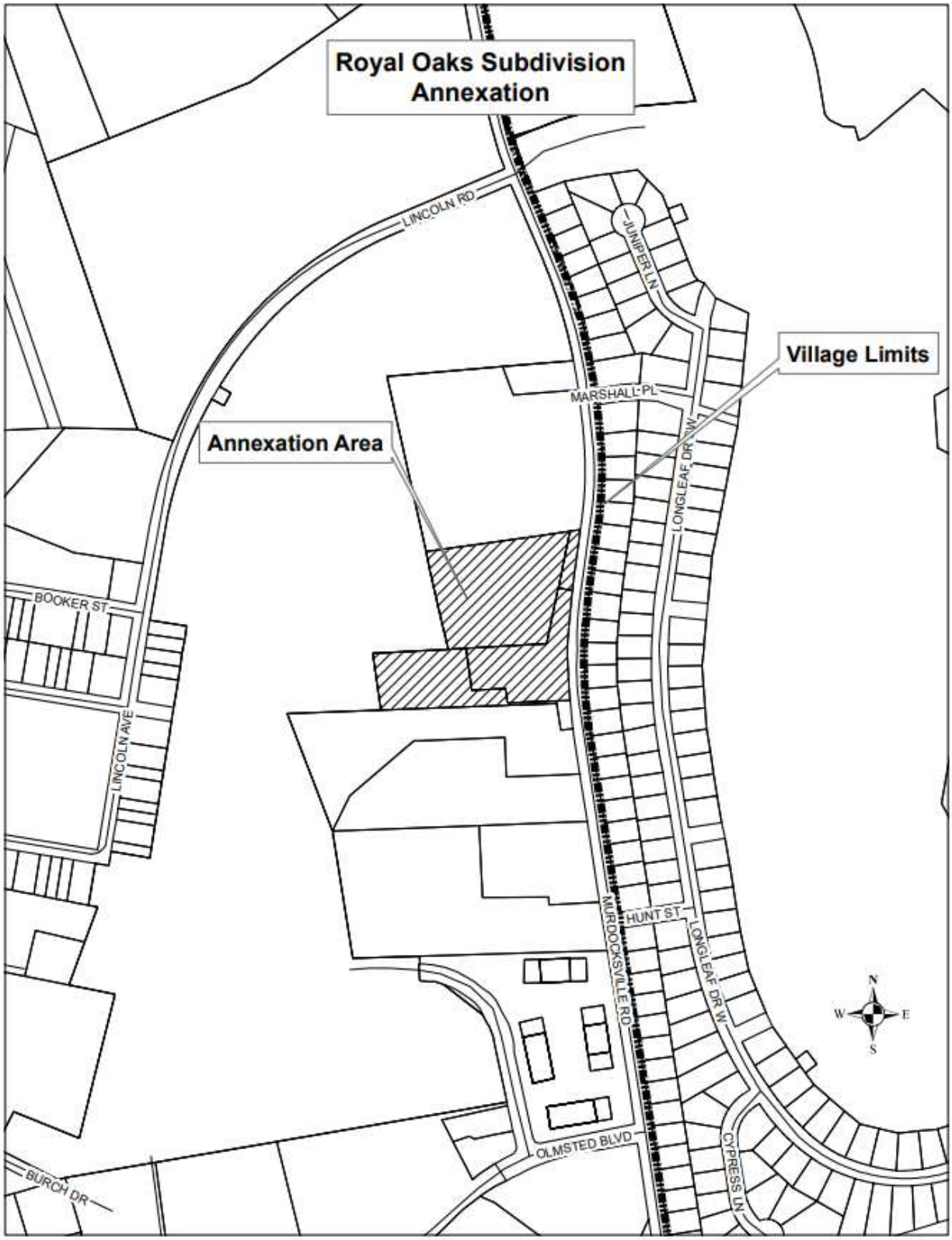
WITNESS MY HAND AND OFFICIAL SEAL of the Village of Pinehurst, North Carolina this 27th day of June, 2018.

_____

Lauren M. Craig
Village Clerk (Municipal Seal)

DRAFT

Attachment #1



ORDINANCE #18-12:

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE VILLAGE OF PINEHURST, NORTH CAROLINA (WINSTON PINES).

THAT WHEREAS, the Village Council of the Village of Pinehurst has received a voluntary petition for annexation on October 27, 2017 under G.S. 160A-58.1 to annex the area described below; and

WHEREAS, the Village Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Pinehurst Village Hall, 395 Magnolia Road at 4:30 p.m. on June 26, 2018 after due notice; and

WHEREAS, the Village Council finds the area described therein meets the standards of G.S. 160A-58.1(b), to wit:

a. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the Village of Pinehurst;

b. No point on the proposed satellite corporate limits is closer to another municipality than to the Village of Pinehurst;

c. The area described is so situated that the Village of Pinehurst will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;

d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation;

e. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, does not exceed ten percent (10%) of the area within the primary corporate limits of the Village of Pinehurst; and

WHEREAS, the Village Council further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the Village Council further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Village of Pinehurst and of the area proposed for annexation will be best served by annexing the area described.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 26th day of June, 2018 as follows:

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SECTION 1. By virtue of the authority granted by G.S. 160A-58.2, the following described non-contiguous properties owned by Ken Bass, Bass Design and Development, LLC are hereby annexed and made part of the Village of Pinehurst as of June 30, 2018:

WINSTON PINES SUBDIVISION

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN MINERAL SPRINGS TOWNSHIP, MOORE COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A FOUND CONCRETE MONUMENT LOCATED IN THE NORTHERN EDGE OF THE RIGHT-OF-WAY OF NCSR 1122 (FOXFIRE ROAD), SAID CONCRETE MONUMENT ALSO BEING THE SOUTHWEST CORNER OF THE MARGRET H. LOVETTE PROPERTY, SAID CONCRETE MONUMENT HAVING NC GRID COORDINATES (NAD 83, NSRS 2011) NORTH 521289.71', EAST 1847602.33'; THENCE FROM THE BEGINNING SOUTH 68-53-12 WEST 1060.02 FEET TO A FOUND CONCRETE MONUMENT IN THE NORTHERN EDGE OF THE RIGHT-OF-WAY OF AFOREMENTIONED ROAD, THENCE NORTH 03-22-58 WEST CROSSING A NUMBER 5 REBAR IN THE NORTHERN RIGHT-OF-WAY OF AFOREMENTIONED ROAD AT 17.50 FEET, A TOTAL DISTANCE OF 379.92 FEET TO A FOUND IRON PIPE, THENCE NORTH 03-23-08 WEST 954.91 FEET TO A FOUND IRON PIPE, THENCE NORTH 74-38-33 EAST 436.04 FEET TO A FOUND IRON ROD, THENCE NORTH 74-36-55 EAST 474.29 FEET TO A FOUND NUMBER 5 REBAR, THENCE SOUTH 09-03-10 EAST 1207.01 FEET TO THE POINT OF BEGINNING CONTAINING 28.004 ACRES MORE OR LESS AND BEING ALL OF TRACTS 2 AND 3 OF THE GEORGE W. HUNT ESTATE PROPERTY.

SECTION 2. Upon and after June 30, 2018, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Village of Pinehurst and shall be entitled to the same privileges and benefits as other parts of the Village of Pinehurst. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

THIS ORDINANCE passed and adopted this 26th day of June, 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

DRAFT

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

CERTIFICATION

I, LAUREN M. CRAIG, VILLAGE CLERK, of the Village of Pinehurst, North Carolina, do hereby certify that this is a true and accurate copy of Ordinance #18-12 adopted by the Village Council in a regular meeting assembled on the 26th day of June, 2018.

WITNESS MY HAND AND OFFICIAL SEAL of the Village of Pinehurst, North Carolina this 27th day of June, 2018.

_____

Lauren M. Craig
Village Clerk (Municipal Seal)

DRAFT

Attachment #1

ORDINANCE #18-13:

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE VILLAGE OF PINEHURST, NORTH CAROLINA (SANDHILLS ALLIANCE CHURCH).

THAT WHEREAS, the Village Council of the Village of Pinehurst has received a voluntary petition for annexation on June 2, 2015 under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Village Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Pinehurst Village Hall, 395 Magnolia Road at 4:30 p.m. on June 26, 2018 after due notice; and

WHEREAS, the Village Council finds that the petition meets the requirements of G.S. 160A -31 and that the areas to be annexed are contiguous to its boundaries.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 26th day of June, 2018 as follows:

SECTION 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous properties owned by Sandhills Alliance Church are hereby annexed and made part of the Village of Pinehurst as of June 30, 2018:

SANDHILLS ALLIANCE CHURCH PROPERTY
111 TROTTER DRIVE
PINEHURST, NORTH CAROLINA 28374

A PARCEL OF LAND WITH PIN 855108875697, BEING DESCRIBED IN DEED BOOK 4431, PAGE 295, AND SHOWN ON A PLAT OF SURVEY RECORDED IN PLAT CABINET 7, SLIDE 494, AND BEING LOCATED IN MOORE COUNTY, NORTH CAROLINA IN THE SANDHILLS TOWNSHIP, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AN IRON ROD FOUND IN THE SOUTHERN MARGIN OF TROTTER DRIVE, BEING THE NORTHWEST CORNER OF LOT 1OF THE PINEHURST RANCHETTES SUBDIVISION AS RECORDED IN MAP 8, PAGE 14 IN THE OFFICE OF THE REGISTER OF DEEDS FOR MOORE COUNTY, NORTH CAROLINA AND BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE FROM SAID POINT OF BEGINNING, AND ALONG SAID SOUTHERN MARGIN, NORTH 82°0511911 EAST, 271.35 FEET TO A POINT; THENCE LEAVING SAID SOUTHERN MARGIN, SOUTH 01°54'17" WEST, 333.45 FEET TO A POINT ON THE SOUTHERN LINE OF LOT 2 OF THE PINEHURST RANCHETTES SUBDIVISION; THENCE ALONG SAID SOUTHERN LINE, NORTH 88°20'2011 WEST, 272.37 FEET TO AN IRON ROD LOCATED AT THE SOUTHWEST CORNER OF LOT 2 OF THE PINEHURST RANCHETTES

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SUBDIVISION; THENCE ALONG THE WESTERN LINE OF LOT 2, NORTH 01°51'0211 EAST, 199.93 FEET TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 2 AND BEING THE SOUTHWEST CORNER OF LOT 1OF THE PINEHURST RANCHETTES SUBDIVISION; THENCE CONTINUING ALONG THE WESTERN LINE OF LOT 1, NORTH 01°5110711 EAST, 108.33 FEET TO THE POINT OF BEGINNING. CONTAINING 2.03 ACRES MORE OR LESS.

THIS DESCRIPTION WAS PREPARED FROM A SURVEY DATED MAY 29, 1999 BY EMMETT S. RAYNOR, NC PLS L-2521 OF RLS ARPENTEURS - SURVEYORS AND ENGINEERS, SAID PLAT OF SURVEY BEING RECORDED PLAT CABINET 7, SLIDE 494 IN THE OFFICE OF THE REGISTER OF DEEDS FOR MOORE COUNTY, NORTH CAROLINA.

SECTION 2. Upon and after June 30, 2018, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Village of Pinehurst and shall be entitled to the same privileges and benefits as other parts of the Village of Pinehurst. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

THIS ORDINANCE passed and adopted this 26th day of June, 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

CERTIFICATION

DRAFT

I, LAUREN M. CRAIG, VILLAGE CLERK, of the Village of Pinehurst, North Carolina, do hereby certify that this is a true and accurate copy of Ordinance #18-13 adopted by the Village Council in a regular meeting assembled on the 26th day of June, 2018.

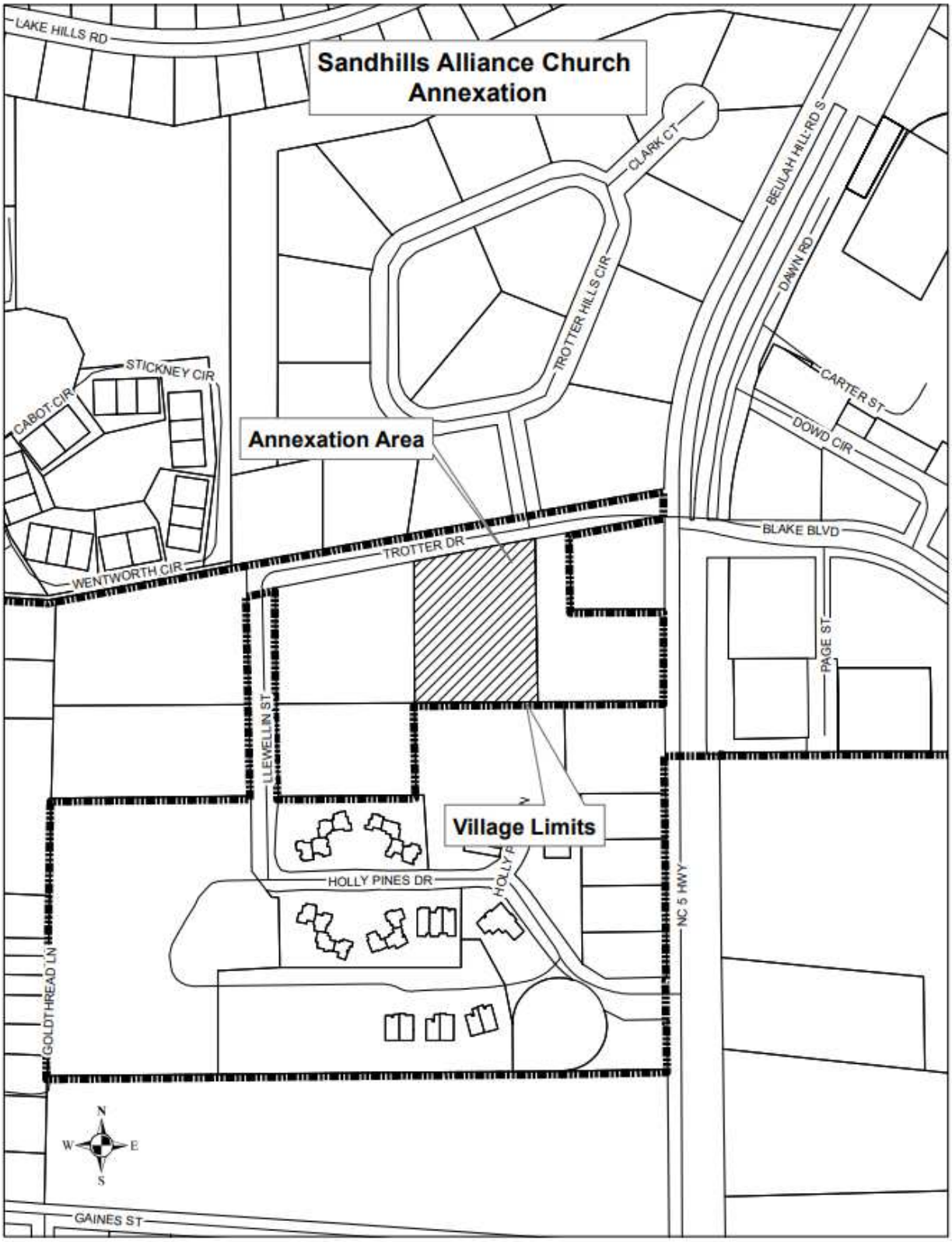
WITNESS MY HAND AND OFFICIAL SEAL of the Village of Pinehurst, North Carolina this 27th day of June, 2018.

_____

Lauren M. Craig
Village Clerk (Municipal Seal)

DRAFT

Attachment #1



ORDINANCE #18-14:

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE VILLAGE OF PINEHURST, NORTH CAROLINA (PORTION OF TROTTER DRIVE).

THAT WHEREAS, the Village Council of the Village of Pinehurst has received a voluntary petition for annexation on November 15, 2016 under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Village Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at the Pinehurst Village Hall, 395 Magnolia Road at 4:30 p.m. on June 26, 2018 after due notice; and

WHEREAS, the Village Council finds that the petition meets the requirements of G.S. 160A -31 and that the areas to be annexed are contiguous to its boundaries.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Village Council of the Village of Pinehurst, North Carolina in a regular meeting assembled this 26th day of June, 2018 as follows:

SECTION 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous properties owned the Village of Pinehurst are hereby annexed and made part of the Village of Pinehurst as of June 30, 2018:

PORTION OF TROTTER DRIVE

BEGINNING AT THE SOUTHWEST INTERSECTION OF N.C. HIGHWAY #5 A 60 FOOT RIGHT OF WAY AND TROTTER DRIVE A 60' RIGHT OF WAY AND ALSO BEING THE NORTHEAST CORNER OF LOT L RECORDED IN MAP BOOK 8, PAGE 14 "PINEHURST RANCHETTES" IN THE MOORE COUNTY REGISTER OF DEEDS; THENCE FROM THE BEGINNING AND WITH THE SOUTH RIGHT OF WAY LINE OF TROTTER DRIVE SOUTH 82 DEGREES 08 MINUTES 00 SECONDS WEST 550.40 FEET TO A POINT BEING THE COMMON CORNER OF LOT 1 AND LOT 7 OF SAID MAP; THENCE CONTINUING WITH THE SOUTH RIGHT OF WAY LINE OF TROTTER DRIVE SOUTH 82 DEGREES 08 MINUTES 00 SECONDS WEST 305.40 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 7 OF SAID MAP AND IN THE SOUTH RIGHT OF WAY LINE AND THE EAST RIGHT OF WAY LINE OF TROTTER DRIVE; THENCE CROSSING TROTTER DRIVE SOUTH 82 DEGREES 08 MINUTES 00 SECONDS WEST 60.88 FEET TO A POINT IN THE WEST RIGHT OF WAY LINE TROTTER DRIVE AND THE EAST PROPERTY LINE OF LOT 12 OF SAID MAP; THENCE WITH THE WEST RIGHT OF WAY LINE OF TROTTER DRIVE NORTH 01 DEGREES 53 MINUTES 00 SECONDS EAST 60.88 FEET TO A POINT IN THE NORTH RIGHT OF WAY LINE OF TROTTER DRIVE AND ALSO IN THE SOUTH LINE OF THE MOORE COUNTY TRACT RECORDED IN DEED BOOK 1556, PAGE 98 IN THE MOORE COUNTY REGISTER OF DEEDS; THENCE WITH THE NORTH RIGHT OF WAY LINE OF TROTTER DRIVE NORTH

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82 DEGREES 08 MINUTES 00 SECONDS EAST 178.81 FEET TO A POINT BEING THE COMMON CORNER OF THE SAID MOORE COUNTY TRACT AND SOUTHWEST CORNER OF LOT 13 RECORDED IN PLAT CABINET 6, SLIDE 160 "TROTTER HILLS" IN THE MOORE COUNTY REGISTER OF DEEDS; THENCE CONTINUING WITH THE NORTH RIGHT OF WAY LINE OF TROTTER DRIVE NORTH 82 DEGREES 08 MINUTES 00 SECONDS EAST 186.26 TO THE COMMON CORNER OF LOT 13 AND LOT 14 OF SAID PLAT; THENCE CONTINUING WITH THE NORTH RIGHT OF WAY LINE OF TROTTER DRIVE NORTH 82 DEGREES 08 MINUTES 00 SECONDS EAST 233.47 FEET TO THE SOUTHEAST CORNER OF LOT 14 OF SAID PLAT AND ALSO BEING THE NORTHWEST INTERSECTION OF TROTTER HILLS CIRCLE A 60 FOOT RIGHT OF WAY AND TROTTER DRIVE; THENCE CONTINUING WITH THE NORTH RIGHT OF WAY OF TROTTER DRIVE CROSSING TROTTER HILLS CIRCLE NORTH 82 DEGREES 08 MINUTES 00 SECONDS EAST 60 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT AND ALSO BEING THE NORTHEAST INTERSECTION OF TROTTER HILLS CIRCLE AND TROTTER DRIVE; THENCE CONTINUING WITH THE NORTH RIGHT OF WAY OF TROTTER DRIVE NORTH 82 DEGREES 08 MINUTES 00 SECONDS EAST 258.14 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID PLAT AT THE NORTHWEST INTERSECTION N.C. HIGHWAY #5 AND TROTTER DRIVE; THENCE CROSSING TROTTER DRIVE WITH THE WEST RIGHT OF WAY LINE OF N.C. HIGHWAY #5 SOUTH 01 DEGREES 53 MINUTES 00 SECONDS WEST 60.88 FEET TO THE POINT OF BEGINNING CONTAINING 55,001 SQUARE FEET, 1.26 ACRES.

SECTION 2. Upon and after June 30, 2018, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Village of Pinehurst and shall be entitled to the same privileges and benefits as other parts of the Village of Pinehurst. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

THIS ORDINANCE passed and adopted this 26th day of June, 2018.

VILLAGE OF PINEHURST
VILLAGE COUNCIL

(Municipal Seal)

By: _____
Nancy Roy Fiorillo, Mayor

DRAFT

Attest:

_____
Lauren M. Craig, Village Clerk

Approved as to Form:

_____
Michael J. Newman, Village Attorney

DRAFT

CERTIFICATION

I, LAUREN M. CRAIG, VILLAGE CLERK, of the Village of Pinehurst, North Carolina, do hereby certify that this is a true and accurate copy of Ordinance #18-14 adopted by the Village Council in a regular meeting assembled on the 26th day of June, 2018.

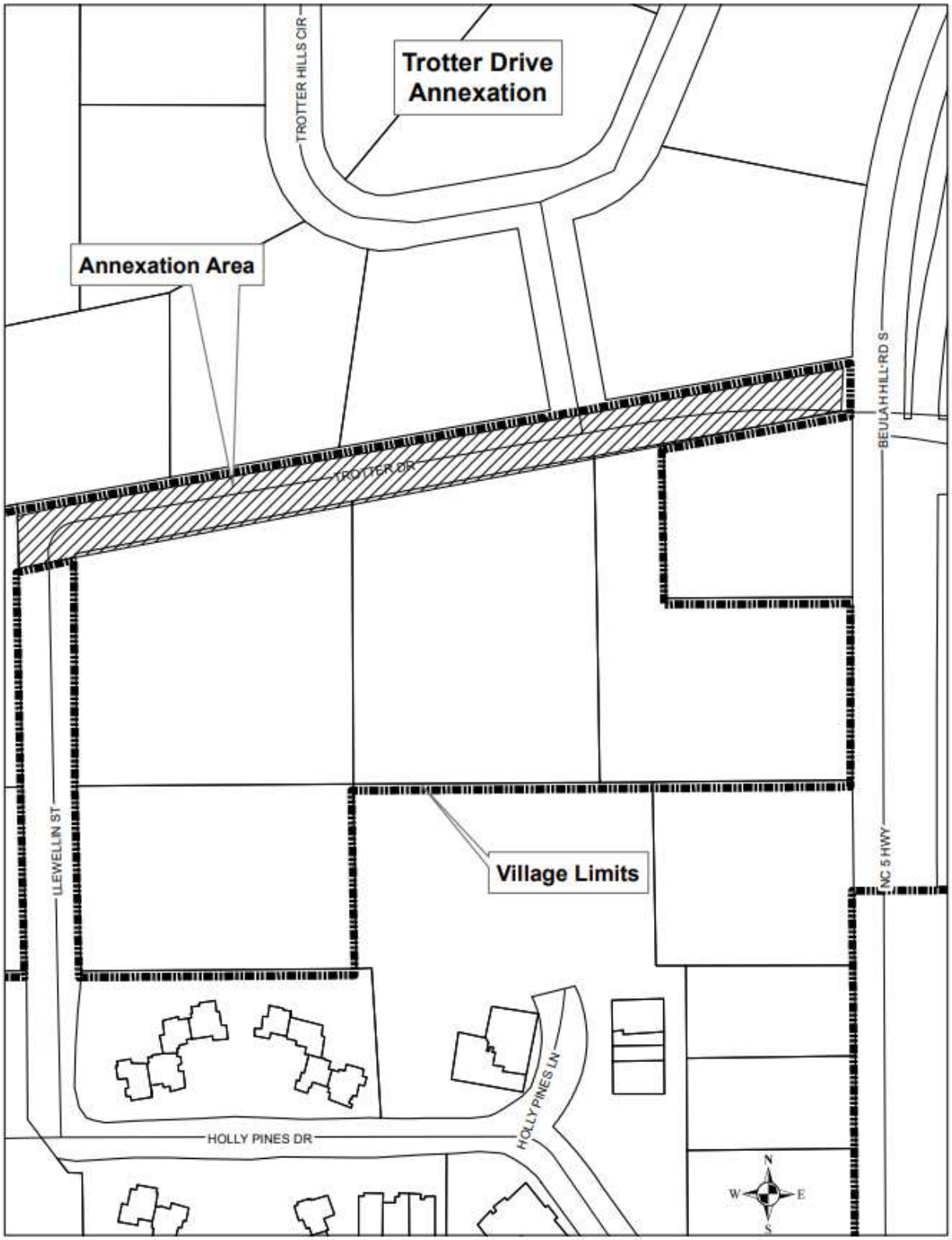
WITNESS MY HAND AND OFFICIAL SEAL of the Village of Pinehurst, North Carolina this 27th day of June, 2018.

_____

Lauren M. Craig
Village Clerk (Municipal Seal)

DRAFT

Attachment #1



DISCUSS SELECTION OF THINK TANK MEMBERS FOR COMPREHENSIVE LONG RANGE PLAN.

ADDITIONAL AGENDA DETAILS:

FROM:
Natalie Hawkins

CC:
Jeff Sanborn and Will Deaton

DATE OF MEMO:
6/19/2018

MEMO DETAILS:
This agenda item is to discuss the selection of Think Tank members for the ***Envision the Village*** Long Range Comprehensive Plan. A selection committee comprised of Jeff Sanborn (Village Manager), Natalie Hawkins (Assistant Village Manager), and Will Deaton (Planning & Inspections Director) reviewed 48 applications received and recommend the slate of 12 Think Tank Members included in the attached Think Tank Handbook. This handbook also indicates the roles and responsibilities of the Think Tank, as previously discussed with Council.

This group was carefully selected to represent a variety of perspectives and backgrounds. Specifically, the selection committee tried to include representatives from a variety of neighborhoods (including the extra-territorial jurisdiction) and balance the makeup of the Think Tank to include:

- Males and females,
- Different age ranges,
- Different employment status,
- A variety of length of residence, and
- Those with children living in the home and those with no children living in the home.

The Think Tank Member Characteristics attachment to this agenda item indicates the diversity of the group achieved that is similar to the makeup of our community based on the latest census data.

To approve this slate of Think Tank members, no motion is needed, just a consensus of the Council.

ATTACHMENTS:

Description

- Think Tank Handbook
- Think Tank Member Characteristics

ENVISION THE VILLAGE

PINEHURST, NORTH CAROLINA

SHAPE OUR FUTURE. HONOR OUR PAST.

Village of Pinehurst, NC
Comprehensive Plan
THINK TANK Handbook

June 2018

1895 VILLAGE OF PINEHURST

MISSION & PURPOSE

The mission of the ***Envision the Village*** Think Tank for the Long Range Comprehensive Plan is to:

- Act as a sounding board for testing ideas and brainstorming about questions the Village staff and the consultant team from Town Planning and Urban Design Collaborative, LLC (TPUDC) have throughout the process of developing the 2035 Long-Range Comprehensive Plan;
- Participate in identifying the general issue areas and topics of concern that might be addressed in the Plan based on public input obtained;
- Provide input during the development of the Plan;
- Support efforts to generate significant public involvement in the process through outreach and educational effort and assistance in marketing the outreach activities primarily the week-long "Planapalooza ™" which is designed to ensure widespread resident participation and involvement;
- Assist in identifying additional stakeholders who should participate in the process and working to involve them in the process;

MEETINGS & REPORTS

SCHEDULE

The Village staff and TPUDC, shall establish the times and places of its meetings, taking care to meet with sufficient frequency to allow the project to proceed in accordance with the schedule established in the agreement between the Village and TPUDC.

Meetings of the Think Tank shall be open to the public and notice of such meetings shall be posted by the Village Clerk and on the Village's web site. However, because the Think Tank is a working group with no decision making authority and public input is obtained through other means, there will be no public comments during Think Tank meetings.

Meetings will only be held when there is a specific topic to be discussed and all meeting topics will be substantive. TPUDC and/or the Planning & Inspections Director will Chair the meetings. During each meeting, the Think Tank will be given a list of topics that the staff and TPUDC would like them to think about and provide input on. Meetings will last approximately one to two hours.

ATTENDANCE POLICY

The voluntary absence from three consecutive regular meetings will result in automatic resignation from the Think Tank. Excused absences include: medical reasons, caring for a newborn or newly adopted child, family emergency, jury duty. Voluntary absence is any absence other than an excused absence.

STAFF SUPPORT

The Planning & Inspections Director, Will Deaton, is the primary staff point of contact. Other Village staff contacts include Assistant Village Manager, Natalie Hawkins and Village Manager, Jeff Sanborn. Contact information for staff support is indicated below:

- Will Deaton, Planning & Inspections Director – wdeaton@vopnc.org ; 910-295-8658
- Natalie Hawkins, Asst. Village Manager – nhawkins@vopnc.org ; 910-295-8643
- Jeff Sanborn, Village Manager – jsanborn@vopnc.org ; 910-295-8641

MEMBERSHIP

COMPOSITION

The Think Tank consists of 12 members who are appointed by the Pinehurst Village Council. Appointment will occur by a consensus of the Council naming members to the 2035 Long-Range Comprehensive Plan Think Tank. Any vacancy on the Think Tank due to unexcused absences may be filled through a consensus of the Village Council.

QUALITIES AND QUALIFICATIONS

To achieve the mission and stated purpose of the Think Tank, the Village has identified certain qualities and qualifications of Think Tank members that the Village could benefit from having in the group. Think Tank members should:

- Be open minded and willing to listen to the diverse thoughts, opinions, and perspectives of others
- Be willing to speak up and serve as a voice for others
- Have a large social network to help promote public input and participation
- Have a positive outlook and hopeful view of the potential future of Pinehurst
- Work well with other members of the group and with staff
- Have sufficient time to commit to participating
- Have experience traveling to other places in order to share observations of other communities

In addition, to achieve a diversity of perspectives, the Think Tank group should include representation of:

- Different neighborhoods
- A variety of age ranges
- Males and females
- A variety of lengths of residency
- Individuals employed vs. retired
- Families with children in the home vs. no children in the home

APPLICATION & SELECTION

Persons interested in fulfilling the roles and responsibilities of a Think Tank member must submit an application to serve. The deadline for submission is 5:00 pm May 31, 2018.

Applications will be reviewed and vetted by a Selection Committee that includes:

- Planning & Inspections Director, Will Deaton
- Assistant Village Manager, Natalie Hawkins, and
- Village Manager, Jeff Sanborn.

The Selection Committee will evaluate each application to determine how well the applicant meets the qualities, qualifications, and diversity required of Think Tank members. The Selection Committee will provide the Village Council with a complete list of all applicants and applications received, along with a list of recommended Think Tank participants to the Village Council for their approval.

The Village Council will review the Selection Committee's recommendation and may choose to appoint other Think Tank applicants as they see fit in order to achieve a broad range of diverse perspectives. The Village Council will appoint the Think Tank members no later than June 15, 2018.

TERM

The Think Tank shall remain in existence for the duration of the project as determined by staff, but no later than the end of the project.

Any member who is unwilling or unable to fulfill their role on the Think Tank is responsible for contacting the appropriate Village staff member to inform them, in writing, of the resignation.

THINK TANK MEMBERS

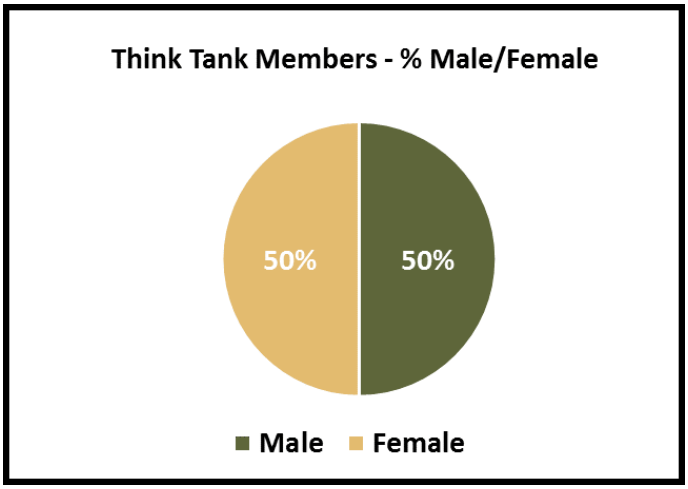
The following Think Tank Members were appointed by a consensus of the Village Council, as discussed in their Council meeting on June 26, 2018.

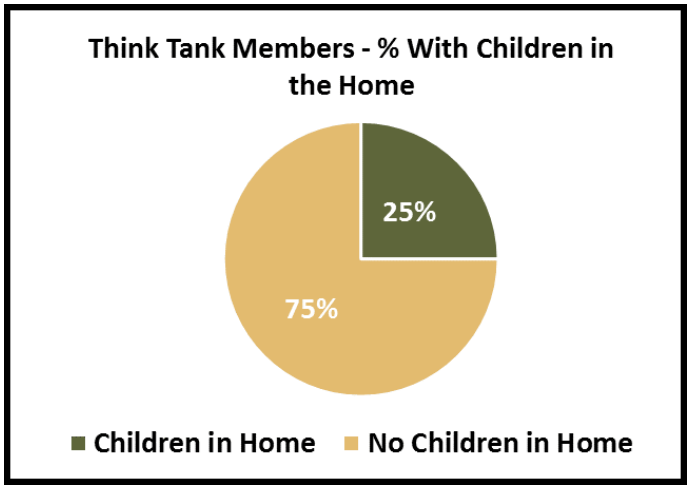
Think Tank Members	
Name	**Neighborhood**
1. Andrea Pisani Babich	Old Town
2. Bert Higgins	Morganton Rd./Monticello Dr.
3. George Arno	Village Acres
4. John McClain	Lake Pinehurst
5. Kim Gilley	ETJ
6. Meredith Stanton	No. 6
7. Monica Barrow	No. 6
8. Nitza Rothstein	Old Town
9. Pattie Taylor	Pinewild
10. Patrick Barry	Walker Station
11. Robert (Bob) Boone	Pinewild
12. Robert (Bob) Wilson	Lake Pinehurst

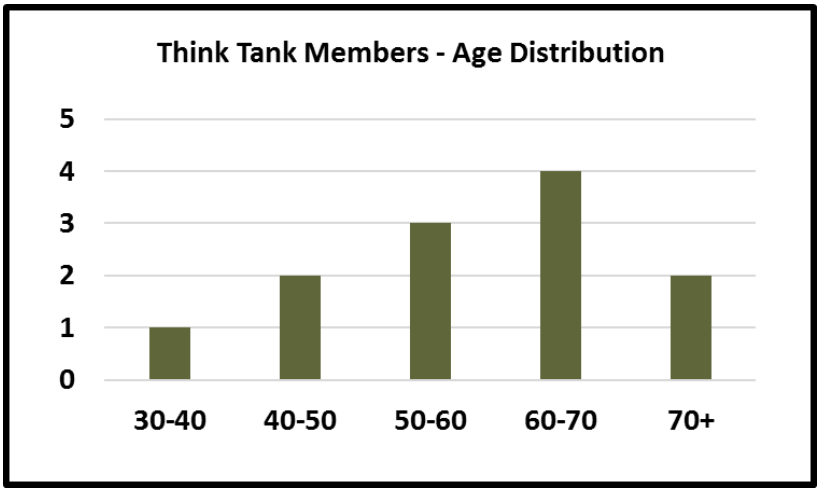
Approved by:

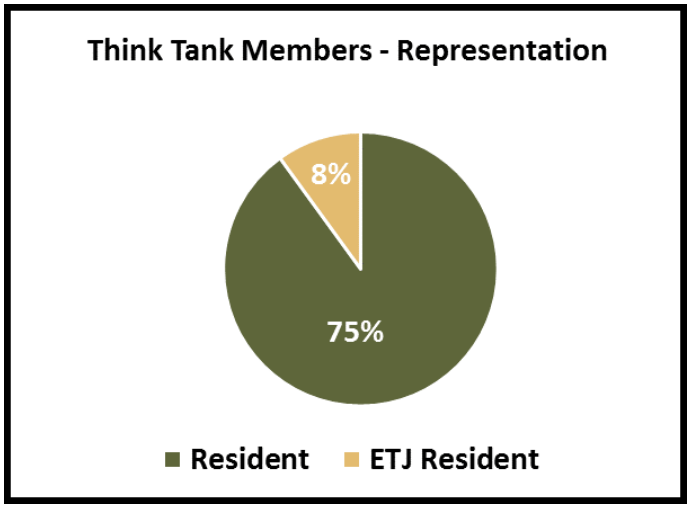
Village of Pinehurst
June 26, 2018

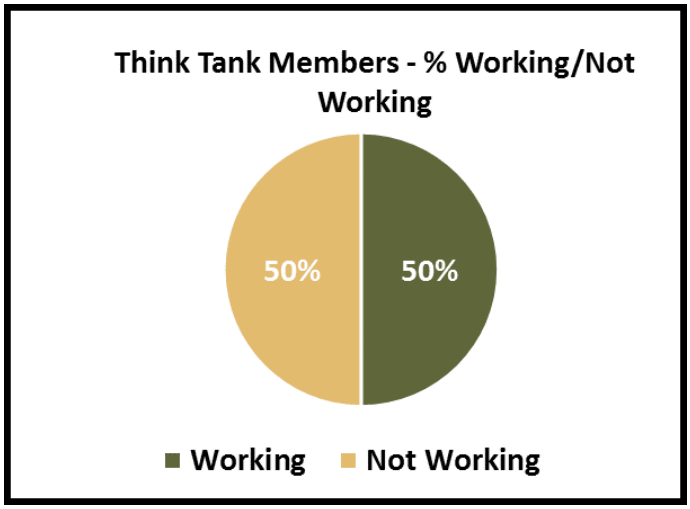
Village of Pinehurst
Think Tank Members – Characteristics
June 2018



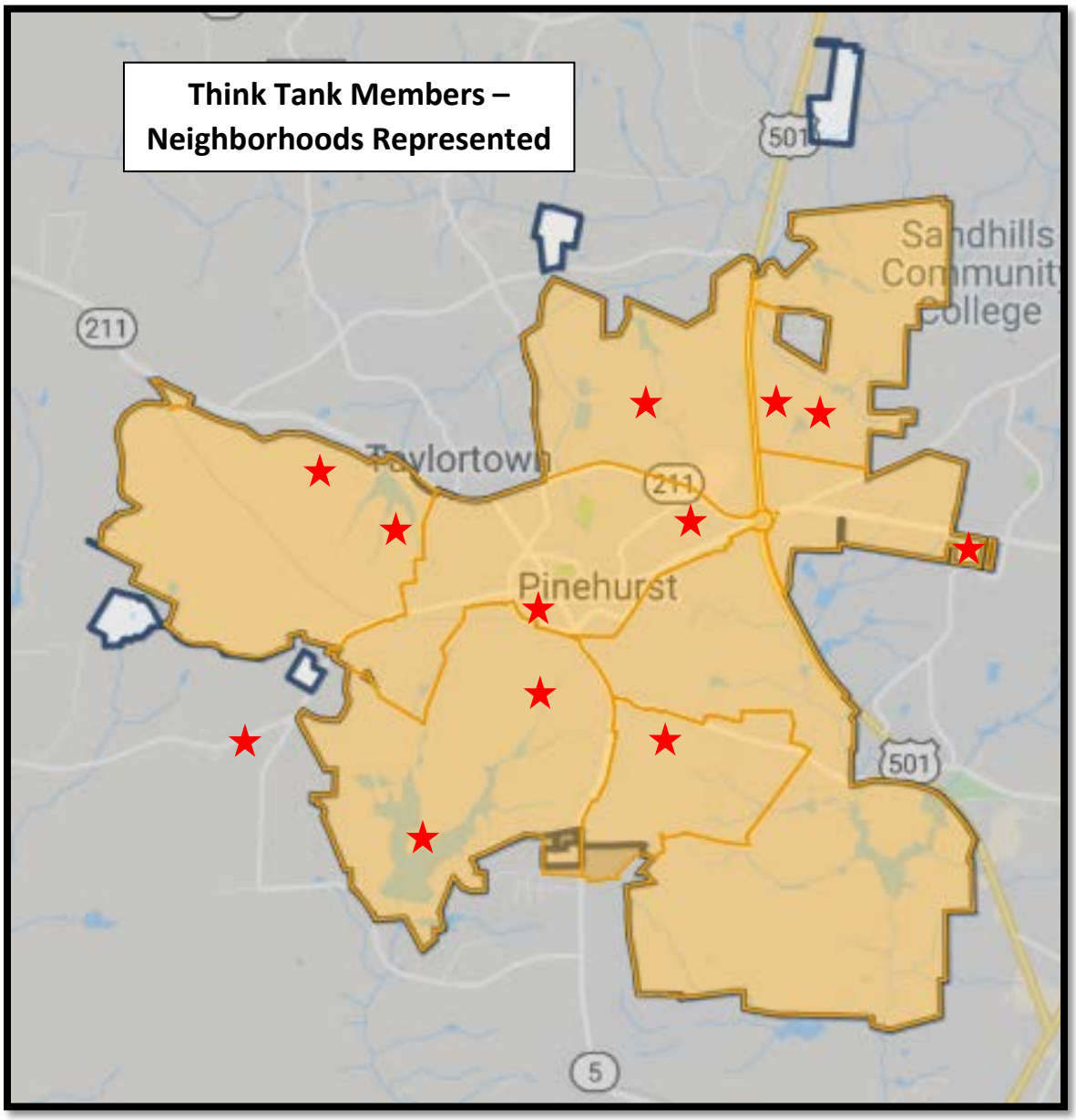








Village of Pinehurst
Think Tank Members – Characteristics
June 2018



CONSIDER RENEWAL OF ON-CALL ENGINEERING SERVICES WITH MCGILL ASSOCIATES.

ADDITIONAL AGENDA DETAILS:

FROM:
Jeff Batton

DATE OF MEMO:
6/14/2018

MEMO DETAILS:
McGill Associates has been the provider of on-call engineering services for the Village since 2007. As such, they have a complete understanding of the Village's Engineering Standards Manual including serving on the Standards Manual review and re-write committee in 2015.

As they have the most intimate knowledge of the Standards, have been responsive and professional in providing needed engineering services to the Village as our on-call engineers, staff recommends we retain and extend their service contract for FY2019.

The estimated value of the contract for the year is $75,000 and exceeds staff's authority for execution. If Council is in agreement with renewal of this contract, a motion authorizing the Mayor or her designee to execute the contract is necessary.

Thanks.

ATTACHMENTS:

Description

- FY 2019 McGill Associates Contract

TASK ORDER NO. 31

This **TASK ORDER NO. 31** is a supplement to the **MASTER SERVICES AGREEMENT** between The Village of Pinehurst, North Carolina, (the "Owner") and McGill Associates, P.A. (the "Engineer") dated August 16, 2007. The purpose of Task Order No. 31 (the "Task Order") is to authorize the Engineer, (including subcontractors and/or subconsultants employed and duly authorized by the Engineer to act on the Engineer's behalf), to provide services generally described as:

On-Call Engineering Assistance

The project generally consists of engineering assistance on various projects on an as-needed basis as further described in Article 1 of this agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer shall provide all professional engineering services (the "Services") to the Owner on an "on-call" basis. Requests for services may be provided by the Village's Infrastructure Superintendent and/or Planning Director, but final direction on services shall be provided by the Village Manager or Assistant Village Manager.

Specific tasks may include but are not limited to:

1. Engineering, bidding, and construction phase assistance with Village-funded street resurfacing and drainage projects.

2. Review of design plans, specifications, and calculations completed by other engineers for projects located within the Village's jurisdiction to confirm compliance with Village engineering standards.

3. Assistance with issues or problems that arise on construction projects occurring within the Village's jurisdiction as necessary.

4. Consultation with Village staff on other matters as necessary requiring engineering assistance.

ARTICLE 2. COMPENSATION

The Owner shall pay the Engineer for services outlined in Task Order No. 31 on an hourly basis in accordance with the Basic Fee Schedule dated September 2017 (attached hereto as Exhibit A).

ARTICLE 3. MISCELLANEOUS

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

The term of this Task Order No. 31 shall be from July 1, 2018 through June 30, 2019.

IN WITNESS WHEREOF, the parties execute below this Task Order No. 31 in duplicate originals:

EXECUTED this _____day of _____, 2018

McGill Associates, P.A.

Michael S. Apke

Michael S. Apke, P.E.
Pinehurst Office Manager

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

Brooke Hunter 6/19/18
DATE

Village of Pinehurst

_____
Nancy R. Fiorillo, Mayor
Village of Pinehurst, North Carolina

McGill ASSOCIATES

EXHIBIT A

BASIC FEE SCHEDULE

September 2017

PROFESSIONAL FEES	Hourly Rate
Firm Principal	$190.00
Program Services Manager I	$150.00
Program Services Manager II	$160.00
Senior Project Manager I	$160.00
Senior Project Manager II	$170.00
Senior Project Manager III	$175.00
Project Manager I	$140.00
Project Manager II	$150.00
Project Engineer I	$105.00
Project Engineer II	$115.00
Project Engineer III	$125.00
Engineering Associate I	$ 85.00
Engineering Associate II	$ 90.00
Engineering Technician I	$ 80.00
Engineering Technician II	$ 90.00
Engineering Technician III	$100.00
Environmental Specialist I	$ 80.00
Environmental Specialist II	$ 90.00
Electrical Engineer I	$105.00
Electrical Engineer II	$115.00
Electrical Engineer III	$125.00
Electrical Engineering Associate I	$ 85.00
Electrical Engineering Associate II	$ 90.00
Electrical Engineering Technician I	$ 80.00
Electrical Engineering Technician II	$ 90.00
Electrical Engineering Technician III	$100.00
Mechanical Engineer I	$105.00
Mechanical Engineer II	$115.00
Mechanical Engineer III	$125.00
Mechanical Engineering Associate I	$ 85.00
Mechanical Engineering Associate II	$ 90.00
Mechanical Engineering Technician I	$ 80.00
Mechanical Engineering Technician II	$ 90.00

Mechanical Engineering Technician III	$100.00
CADD Operator I	$ 75.00
CADD Operator II	$ 80.00
CADD Operator III	$ 85.00
Construction Services Manager I	$120.00
Construction Services Manager II	$135.00
Construction Administrator I	$ 90.00
Construction Administrator II	$100.00
Construction Administrator III	$110.00
Construction Field Representative I	$ 75.00
Construction Field Representative II	$ 80.00
Construction Field Representative III	$ 85.00
Construction Project Coordinator	$ 75.00
Planner I	$ 95.00
Planner II	$110.00
Planner III	$125.00
Planner IV	$135.00
Surveyor I	$ 80.00
Surveyor II	$ 90.00
Surveying Associate I	$ 70.00
Surveying Associate II	$ 75.00
Survey Technician I	$ 70.00
Survey Technician II	$ 75.00
Survey Field Technician I	$ 55.00
Survey Field Technician II	$ 60.00
Survey Field Technician III	$ 65.00
Administrative Assistant (I-II)	$ 70.00
Administrative Assistant III	$ 75.00
Accounting Assistant (I-II)	$ 80.00

1. **EXPENSES**

   a. Mileage - $0.65/mile
   b. Robotics/GPS Equipment - $25/hr.
   c. Survey Drone - $100/hr.
   d. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

2. **ASSOCIATED SERVICES** -

   a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

ESSENTIAL COMMUNICATIONS FOR KEY SUPPLIERS

Village of Pinehurst Mission, Vision, and Values

To achieve the vision of the Village to be a "charming, vibrant community that reflects our rich history and traditions," the mission of Village employees is to "Promote, enhance, and sustain the quality of life for residents, businesses, and visitors." Village employees strive to achieve this mission by adhering to a set of core values that are reflected in Village employees' interactions with customers.

Contractors are an extension of the Village workforce by either providing direct services to Village customers or partnering with Village employees. To ensure residents, businesses, and visitors receive the highest levels of service, the Village expects its contractors to reflect the Village's core values while performing services under the terms of the contract. The Village of Pinehurst's Core Values are as follows:

> Initiative – the desire and will to identify what needs to be fixed, fix what needs to be fixed, and take leadership when leadership is needed.
>
> Teamwork – the desire and will to selflessly function as part of a high performing whole and to collaboratively work in ways that take full advantage of input from all members of the team.
>
> Service – the desire and will to selflessly meet the needs of those around you: customers, fellow employees, employers, and the community as a whole.
>
> Improvement – the desire and will to learn and grow professionally and to enhance team processes in ways that improve performance, efficiency, or both.

Ethical Standards

As a contractor working on behalf of the Village of Pinehurst, contractors are expected to reflect our ethical standards. The foundation of government depends on public trust and confidence. While performing the terms of the contract, the Village expects contractors to foster public trust by providing quality service and fair dealings that are respectful, impartial, and accountable. Contractors must also avoid any conflicts of interest or appearance of conflicts of interest or use their position or resources for personal gain.

Village employees or their families may not request or accept any kickback, rebate, cash, or anything of value from a Village contractor. These practices are not only unethical, but are in most cases illegal.

Village employees have the right to be free from harassment on the job because of their race, color, sex, religion, gender, national origin, sexual orientation, age, disability, veteran's status, or other protected class. Harassment of any employee by management, supervisor, or contractor in any form is prohibited. All contractors are expected to abide by these ethical standards of conduct while performing services under contract for the Village of Pinehurst.

Contract Performance Evaluation

At least annually, Village staff will evaluate contractor performance under the terms of this contract. This evaluation will assess how well the contractor performed during the contract period in meeting Village contract requirements of: 1) Fair price, 2) Quality of goods and services, and 3) Timely delivery of goods and services.

As a requirement of this contract, contractors are required to periodically meet with Village staff to assess and communicate contractor performance under the terms of the contract, including the aforementioned terms. These meetings may be in person or by telephone and will allow for open two-way communication between the contractor and the Village representative. These meetings are not an opportunity to renegotiate the terms of the contract, but will be focused on the quality and timeliness of the services provided under the contract. These meetings will also provide an opportunity to share innovative ideas for service delivery that may be incorporated into future process improvements at the Village.

Your Village representative will review key contract service delivery performance measures with you during your meetings. If, for any reason, service delivery is below the contracted performance requirements, or if there are other shortcomings related to demonstration of the Village's values or ethical standards, Village staff will discuss it with you at that time. These meetings will offer both parties an open opportunity to discuss any concerns and to ensure adequate service delivery and identify opportunities for service delivery improvements.

The performance evaluation meeting schedule for this contract is as follows:

Meeting Frequency (Select one): ☐ Quarterly ☐ Semi-Annually ☒ Annually

	Village Representative	Contractor Representative
Name	Jeff Batton	Mike Agke
Contact Information	—	—

The Village values the services provided under the terms of this contract, values the contractor-Village partnership, and looks forward to working collaboratively throughout the contract period to serve Pinehurst residents, businesses, and visitors.

Acknowledgment of Receipt

I hereby acknowledge that I have read, understand, and agree to abide by these contract terms provided above while performing the contract with the Village of Pinehurst.

McGill Associates
Company Name

Principal
Title

Mel S. Agke
Name of Signer

6/22/18
Date

CONSIDER SOLID WASTE SERVICES CONTRACT WITH LOFTON GARBAGE SERVICES.

ADDITIONAL AGENDA DETAILS:

FROM:
Jeff Batton

DATE OF MEMO:
6/14/2018

MEMO DETAILS:
As you may recall, CCNC's solid waste collections are provided by two private firms. One firm, Lofton Garbage Services, a third generation provider of services to CCNC, has the majority of the homes making the value of their contract approximately $109,000 which includes a 2.6% increase based on the previous 12 month CPI. This contract amount exceeds staff's authority for execution. As such, Council must authorize the execution of this contract.

As a reminder, the local bill that voluntarily annexed CCNC into the Village corporate limits requires solid waste services be provided by private vendors. The two locally-owned vendors providing the services today have been providing these services in CCNC since before annexation occurred.
If Council is in agreement to extend the Lofton contract, a motion authorizing the Mayor or her designee is necessary. The second contractor's amount remains below the threshold and does not require Council action.

Thanks.

ATTACHMENTS:

	Description
🗋	Lofton Contract

LOFTON SANITATION CONTRACT for CCNC

STATE OF NORTH CAROLINA

COUNTY OF MOORE

THIS CONTRACT, made and entered into this **1st** day of **July, A. D. 2018** by and between **Lofton Garbage Service** of the County of Moore, State of North Carolina, Party of the First Part (hereinafter sometimes referred to as "Contractor"); and the VILLAGE OF PINEHURST, a duly chartered municipal corporation and body corporate and politic of the County of Moore, State of North Carolina, Party of the Second Part (hereinafter sometimes referred to as "the Village");

W I T N E S S E T H:

THAT WHEREAS, the Contractor is engaged in the business of collecting household trash, recycling, and yard debris, as an independent contractor; and

WHEREAS, the Village has the responsibility for the collection and removal of such household trash, recycling, and yard debris within the Village of Pinehurst, as a part of its governmental functions; and

WHEREAS, the Village does not wish to collect and remove household trash, recycling, and yard debris within the area known as the Country Club of North Carolina, at the present time, and the Contractor does now and wishes to continue to provide such service in the aforementioned area, and it has been determined by the Village Council of the Village of Pinehurst that it would be in the best interest of the Village and its citizens and residents to enter into this agreement with the Contractor for the purpose of engaging his/her services for a period of one (1) year.

NOW, THEREFORE, for and in consideration of the charges, and the terms, covenants, promises and conditions hereinafter set forth, the Village engages the services of the Contractor for the purpose of collecting household trash, recycling, and yard debris from residential property, and the Contractor agrees to perform said services in the Country Club of North Carolina, Pinehurst, North Carolina, in accordance with this contract.

The terms, covenants, promises and conditions of this agreement and contract are as follows:

1. The term of this contract shall be for a period of one (1) year from **July 1, 2018** through **June 30, 2019**, unless sooner terminated as hereinafter provided or for good cause.
2. The Village covenants and agrees with the Contractor that the Contractor will collect household trash, recycling, and yard debris, each one time per week, from residential properties, at a location adjacent to the house, in the Country Club of North Carolina. If the frequency of collection is altered by the Village during the term of the contract, whether increased or decreased, the contract may be re-negotiated by the parties.
3. The Village covenants and agrees with the Contractor that the Village will pay to the contractor for the collections listed in #1 and #2 above in accordance with the attached Schedule A, which may be amended during the year as new homes are constructed.

LOFTON SANITATION CONTRACT for CCNC

Residences listed on Schedule A as "Full" or "Rental" = $23.49 per month for collection of household trash, recycling, and yard debris.

Residences listed on Schedule A as "Partial" = $17.53 per month for collection of household trash, recycling, and yard debris.

Scale tipping fees for household trash are included with "Full", "Rental", and "Partial" rates.

Fuel Surcharge: Fuel surcharge will be established quarterly on July 1, 2018, October 1, 2018, January 1, 2019, and April 1, 2019, based on the price of fuel at the Speedway Station located on Highway #5 and paid in accordance with the chart below.

Fuel Price Range	Adjustment Per Home
Up to $2.749	$0.00
$2.75 - $3.249	$.25
$3.25 - $ 3.499	$.50
$3.50 – 3.749	$.75
3.75 +	$1.00

4. All payments to the Contractor will be made by the 15th day of the month following the pick-ups. Failure to provide an invoice by the 5th of the month will delay the payment to the Contractor.
5. The Contractor agrees to submit a monthly accounting of the number of households receiving his/her service each month. This count must accompany the Contractor's monthly invoice. Any changes to his/her accounting of any new households that are being added or dropped must be reported within 72 hours.
6. A monthly count of all homes, where recycling is picked up, must accompany the Contractor's invoice.
7. Contractors must dispose of household trash, recycling, and yard debris at the Moore County Transfer Station and Landfill. Scale tipping fees for household trash are included with "Full", "Rental", and "Partial" rates. Scale tipping fees for recycling and yard debris will be reimbursed to Contractor. Truck numbers must be provided to the Village.
8. Contractor must provide all tickets, or copy of tickets, for household trash, recycling, and yard debris, obtained from disposal location. These tickets must accompany the Contractor's monthly invoice. Failure to include tickets will result in delay of payment to the contractor until tickets are received.
9. Contractor agrees that he/she will furnish all of the necessary labor and equipment to provide residents of the Country Club of North Carolina with once weekly removal of household trash, recycling, and yard debris from residential property at times and frequencies set forth above.
10. The Contractor further covenants and agrees that he/she will include in his/her services the removal of all refuse of any nature placed in the containers; and a reasonable and normal amount of cartons, newspapers and the like, and that he/she will include in his/her services

the removal of a reasonable amount of yard debris, which must be bagged or bundled, and it is mutually understood and agreed that the disposal and removal of cartons, boxes and waste generated when a resident moves into a dwelling within the aforementioned area shall be the Contractor's responsibility.

11. Contractor further covenants and agrees that he/she, his/her employees, assistants or agents will refrain from crossing a homeowner's property in front or back of a house to make any pickups, unless expressly permitted by the homeowner on either side and that normal procedure provides that the contractor, his/her employees, agents or assistants will proceed to the location on each property owner's premises where the refuse is stored and will remove the same directly back to the street where the collection vehicle is located without crossing the property of any adjacent or nearby property owner.
12. Contractor further covenants and agrees that collections will be made each week throughout the aforementioned area and should any holiday or external event interfere with this normal routine, Contractor will utilize any off-duty time to complete the regular collections each week; and it is understood and agreed that equipment failures shall be no reason for Contractor to avoid his/her responsibility for the collections required, and that it will be incumbent upon him/her to have available stand-by equipment to take care of such contingency.
13. Contractor covenants and agrees with the Village that in the event a pickup should be missed at any time, for reasons not the responsibility of the Village, or he/she should fail to remove all the household trash, recycling, and yard debris available for pickup, the sum of five ($5.00) dollars per home collection missed will be deducted from that month's payment by the Village, as liquidated damages, forfeited by the Contractor.
14. It is understood and agreed that the Contractor shall be responsible for all worker's compensation and other types of insurance necessary to protect themselves and the Village from any liability whatsoever and the Contractor will provide the Village with a copy of each Policy (see attached insurance memorandum of understanding that is hereby made a part of this contract by reference). Contractor shall pay all taxes and other expenses required in his/her business, and it is clearly understood and agreed that the Contractor is an independent contractor operating strictly on his/her own and in no sense is he/she to be considered as an employee of the Village of Pinehurst.
15. In the event that landfill disposal fees for household trash at the Moore County landfill or any landfill succeeding the Moore County landfill increase above the annual C.P.I. amount, the cost per home shall be adjusted in a manner agreeable to both parties of the contract so that the increased cost above the annual C.P.I. amount realized by the contractor as a result of this and only this occurrence can be passed on to the Village.
16. Contractor must comply with all OSHA standards and requirements, where applicable. Contractor must comply with all applicable federal, state, and local laws, rules and regulations.
17. Inasmuch as the Village Council of the Village of Pinehurst has the responsibility, as a governmental function, to collect and dispose of household trash, recycling, and yard debris accumulated by the citizens, residents and property owners of the Village; and because of its responsibility to protect the health, safety, morals and general welfare of the citizens, residents and property owners of the Village, it is necessary that the Village Council see to it that this contract is performed by the contractor in an efficient and effective manner; and in the event, the Contractor should fail to so perform said contract, then, and in such event,

the Contractor agrees that the Village Council shall have full and complete authority to terminate this contract, summarily, and to engage another contractor to carry out the governmental function of household trash, recycling, and yard debris collection within the aforementioned area, or to perform such service with Village employees; and upon such termination, the contractor shall be paid only through the time services have been performed hereunder.

In order to reduce processing costs and to maintain security over financial transactions, all payments made under this contract shall be made electronically. Upon execution of the contract, both parties will work to establish banking relations to enable direct deposit of funds due and payable under this contract.

IN WITNESS WHEREOF, the Village of Pinehurst has caused this contract to be executed in duplicate originals, one of which is retained by each of the parties and has caused its municipal corporate name to be hereto affixed by the Mayor of the Village of Pinehurst, attested by the Village Clerk, and has caused its corporate seal to be hereon impressed, all by authority of the Village Council duly given; and **Jockquinn Lofton**, as Contractor, has hereunto set his hand and seal, all on the day and year first above written.

VILLAGE OF PINEHURST

(Corporate Seal)

By: _____
Nancy Roy Fiorillo, Mayor
Pinehurst, NC

Attest:

_____
Lauren M. Craig, Village Clerk

_____
Jockquinn Lofton, Contractor

Federal ID# _____
Social Security # 246-33-9988

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

_____
Brooke Hunter, Director of Financial Services
Village of Pinehurst

Memorandum of Understanding for Performing Services or Construction

Through the course of a year, the .Village of Pinehurst contracts for various services and/or construction projects. The Village finds it necessary to impose certain minimum insurance and hold harmless requirements upon contractors performing the work.

In order to be considered an "eligible contractor/service provider" to complete services and/or construction projects as called upon, the contractor agrees to the following:

1. Contractor's Independent Status

Contractor/service provider acknowledges that they are an independent contractor and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its services to the Village. The contractor/service provider agrees that there is no joint venture, partnership, or employer/employee relationship with the Village. Neither the Contractor nor its employees or agents shall look to Village for vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits. Neither Contractor nor Village shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement.

2. General Provision

The contractor/service provider agrees to comply with the specifications and our requirements of the project and provide for the proper protection of employees and the public for any and all work performed. The contractor/service provider agrees to comply with all applicable federal, state and local regulations and requirements pertinent to the job or service being provided.

The contractor/service provider agrees to maintain insurance in types and amounts as noted below for as long as necessary to complete any job or service.

A. Workers' Compensation: Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws. The coverage must include employers' liability with a limit of $500,000.00 for each accident, $500,000.00 bodily injury by disease, each employee; and $500,000.00 bodily injury by disease, policy limit.

B. Commercial General Liability: Coverage shall have minimum limits of $1,000,000.00 general aggregate, products/completed operations aggregate, personal and advertising liability and each occurrence. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage, if applicable and contractual liability. The coverage shall be written on an occurrence basis.

C. Business Auto Liability: Coverage shall have minimum limit of $1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles.

D. Professional Liability – If providing professional services such as legal, architectural, engineering, accounting or other service requiring specific licensure, coverage shall have minimum limits of $1,000,000.00 per occurrence for errors and omissions.

E. Umbrella/Excess Liability: At the option of the contractor, the limits of the primary general liability, auto liability and employers' liability may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the Village and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

3. Special Requirements

A. Current, valid insurance policies meeting the requirements herein identified shall be maintained to be considered an "eligible contractor/service provider." Renewal certificates shall be sent to the Village 30 days prior to any expiration date. There shall also be a 30-day notification to the Village in the event of cancellation or modification of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Village of Pinehurst, 395 Magnolia Road, Pinehurst, NC 28374 Attn: Risk Manager. It shall be the responsibility of the contractor/service provider to insure that all subcontractors comply with the same insurance requirements that he is required to meet.

B. E-Verify – The contractor and their subcontractors with 25 or more employees in North Carolina as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with the Village. E-Verify is a Federal program operated by the US Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

C. Iran Divestment Act – As of the date of this agreement, the contractor, and all subcontractors utilized by the contractor, is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4 and will not utilize any subcontractor performing work under this agreement which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

4. Hold Harmless

The contractor/service provider agrees to protect, defend, indemnify and hold the Village of Pinehurst and its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof and caused by the negligence of the contractor/service provider. The contractor/service provider further agrees to investigate, handle, respond to, provide defense for, and defend any

such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

This memorandum of understanding is considered valid for any and all work completed by the contractor/service provider during the Village of Pinehurst's fiscal year, defined as July 1 to June 30, or at the completion of an ongoing and existing project, whichever comes last.

Lofton's garbage Serv
Company Name

518 S Henley St Southern Pines nc 28387
Address

6/6/18
Signature of Company Representative Date

Jockquinn Lofton
Print Representative Name

Policy Number: Date Entered:

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/8/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
First Choice Insurance Agency
173 NE Broad Street
Southern Pines, NC 28387

CONTACT NAME:
PHONE (A/C, No, Ext): (910) 692-1944 FAX (A/C, No): (910) 692-2228
E-MAIL ADDRESS: firstchoiceagency@yahoo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ATLANTIC CASUALTY	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JOCKQUINN LOFTON
518 S HENLEY ST
SOUTHERN PINES, NC 28387

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			L001026106-4	2/5/2018	2/5/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,0000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
VILLAGE OF PINEHURST
395 MAGNOLIA RD
PINEHURST, NC 28374

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Erie Insurance
100 Erie Insurance Place
Erie, PA 16530

COMMERCIAL AUTO POLI
NON-FLE

CONTINUATION NOTICE

Agent		ITEM 2. Policy Period	Policy Number
JJ1296	HOLDER INSURANCE GROUP	07/05/18 TO 07/05/19	Q07 0530369 NC7

ITEM 1. Named Insured and Address
MAE LOFTON
518 S HENLEY ST
SOUTHERN PINES NC 28387-4545

189600942

ITEM 3. Other Interest
AS LISTED BELOW

ITEM 4. AUTOS COVERED

AUTO	YR	MAKE		VIN	ST	TER	SYM	CM	CL	RATING	CLASS
10	08	FORD	TRK	1FDXF47R98EA51189	NC	24	U6				8
11	15	RAM	TRK	3C7WRNFL0FG505963	NC	24	U4				8

ITEM 5. INSURANCE IS PROVIDED WHERE A PREMIUM, OR INCL., IS SHOWN FOR THE COVERAGE. COVERAGES, LIMITS AND ANNUAL PREMIUMS ARE AS FOLLOWS-

M EQUALS THOUSAND $

	# 10	# 11
LIABILITY PROTECTION-		
BOD INJ & PROP DAMAGE $500M/ACC	487	487
MEDICAL PAYMENTS-		
$2M/PERSON	27	27
UNINSURED/UNDERINSURED MOTORISTS COVERAGE-		
UM BODILY INJURY & UM PROPERTY DAMAGE AND UIM BODILY INJURY $500M/ACC	77	77
PHYSICAL DAMAGE COVERAGES-		
COMPREHENSIVE - $100 DED	104	128
COLLISION - $500 DED	199	243
TOTAL ANNUAL PREMIUM FOR EACH AUTO	894	962
TOTAL ANNUAL POLICY PREMIUM	$ 1,856	

ITEM 6. APPLICABLE POLICY, ENDORSEMENTS, EXCEPTIONS TO DECLARATIONS ITEMS
ALL AUTOS - CAP 04/96, ACNA01 05/13, FORM SA 11/12, UF2831* 06/17, UF4839* 10/16, UF2830* 02/10.
AUTO 10 - ABBB01 08/88, AHNU01 04/15.
AUTO 11 - ABBB01 08/88, AHNU01 04/15.

MISCELLANEOUS INFORMATION

TRUCKS TRACTORS TRAILERS RADIUS OF OPERATIONS
50 MILES UNLESS OTHERWISE SPECIFIED

ITEM 7. EACH AUTO WE INSURE WILL BE PRINCIPALLY GARAGED AT THE ADDRESS SHOWN IN ITEM 1, UNLESS ANOTHER ADDRESS IS SHOWN BELOW.

ITEM 8. EACH AUTO WE INSURE IS USED IN THE BUSINESS AS SHOWN BELOW.

ITEM 8 CARPENTRY CONTRACTOR

See Reverse Side

ESSENTIAL COMMUNICATIONS FOR KEY SUPPLIERS

Village of Pinehurst Mission, Vision, and Values

To achieve the vision of the Village to be a "charming, vibrant community that reflects our rich history and traditions," the mission of Village employees is to "Promote, enhance, and sustain the quality of life for residents, businesses, and visitors." Village employees strive to achieve this mission by adhering to a set of core values that are reflected in Village employees' interactions with customers.

Contractors are an extension of the Village workforce by either providing direct services to Village customers or partnering with Village employees. To ensure residents, businesses, and visitors receive the highest levels of service, the Village expects its contractors to reflect the Village's core values while performing services under the terms of the contract. The Village of Pinehurst's Core Values are as follows:

> Initiative – the desire and will to identify what needs to be fixed, fix what needs to be fixed, and take leadership when leadership is needed.
>
> Teamwork – the desire and will to selflessly function as part of a high performing whole and to collaboratively work in ways that take full advantage of input from all members of the team.
>
> Service – the desire and will to selflessly meet the needs of those around you: customers, fellow employees, employers, and the community as a whole.
>
> Improvement – the desire and will to learn and grow professionally and to enhance team processes in ways that improve performance, efficiency, or both.

Ethical Standards

As a contractor working on behalf of the Village of Pinehurst, contractors are expected to reflect our ethical standards. The foundation of government depends on public trust and confidence. While performing the terms of the contract, the Village expects contractors to foster public trust by providing quality service and fair dealings that are respectful, impartial, and accountable. Contractors must also avoid any conflicts of interest or appearance of conflicts of interest or use their position or resources for personal gain.

Village employees or their families may not request or accept any kickback, rebate, cash, or anything of value from a Village contractor. These practices are not only unethical, but are in most cases illegal.

Village employees have the right to be free from harassment on the job because of their race, color, sex, religion, gender, national origin, sexual orientation, age, disability, veteran's status, or other protected class. Harassment of any employee by management, supervisor, or contractor in any form is prohibited. All contractors are expected to abide by these ethical standards of conduct while performing services under contract for the Village of Pinehurst.

Contract Performance Evaluation

At least annually, Village staff will evaluate contractor performance under the terms of this contract. This evaluation will assess how well the contractor performed during the contract period in meeting Village contract requirements of: 1) Fair price, 2) Quality of goods and services, and 3) Timely delivery of goods and services.

As a requirement of this contract, contractors are required to periodically meet with Village staff to assess and communicate contractor performance under the terms of the contract, including the aforementioned terms. These meetings may be in person or by telephone and will allow for open two-way communication between the contractor and the Village representative. These meetings are not an opportunity to renegotiate the terms of the contract, but will be focused on the quality and timeliness of the services provided under the contract. These meetings will also provide an opportunity to share innovative ideas for service delivery that may be incorporated into future process improvements at the Village.

Your Village representative will review key contract service delivery performance measures with you during your meetings. If, for any reason, service delivery is below the contracted performance requirements, or if there are other shortcomings related to demonstration of the Village's values or ethical standards, Village staff will discuss it with you at that time. These meetings will offer both parties an open opportunity to discuss any concerns and to ensure adequate service delivery and identify opportunities for service delivery improvements.

The performance evaluation meeting schedule for this contract is as follows:

Meeting Frequency (Select one): ☐ Quarterly ☐ Semi-Annually ☑ Annually

	Village Representative	Contractor Representative
Name	Tom Haughney	Jochauin Lofton
Contact Information	910-295-5021	910-315-1631

The Village values the services provided under the terms of this contract, values the contractor-Village partnership, and looks forward to working collaboratively throughout the contract period to serve Pinehurst residents, businesses, and visitors.

Acknowledgment of Receipt

I hereby acknowledge that I have read, understand, and agree to abide by these contract terms provided above while performing the contract with the Village of Pinehurst.

Lofton's garbage Serv
Company Name

Owner
Title

Jochauin Lofton
Name of Signer

6/6/18
Date