

MINUTES OF A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS OF THE
TOWN OF LAKE LURE

February 25, 1986

A regular meeting of the Board of Commissioners of the Town of Lake Lure was held Tuesday, February 25, 1986, at 7:30 p.m. in the Community Building.

Those present were: Mayor Charles Hicks, Commissioners Cashion, Price, and Wildman, and Town Attorney Chris Callahan.

Commissioner Cashion made a motion, seconded by Commissioner Price to accept the minutes of the meetings of November 29, December 10, 1985, and January 14 and February 17, 1986, as read. The motion passed unanimously.

Commissioner Price made a motion, seconded by Commissioner Cashion to modify the budget by increasing the Governing Board's travel account by \$685.00 to include the school at the Institute of Government for the new Commissioners, and the Town Hall capital account by \$32,500.00 to allow the Town to purchase the ABC store building. The motion passed unanimously.

Motion was made by Commissioner Cashion, seconded by Commissioner Price to pass, as an interim measure, the following amendment to the Wastewater Ordinance:

BE IT ORDAINED AND ENACTED BY THE BOARD OF COMMISSIONERS OF THE
TOWN OF LAKE LURE, AS FOLLOWS:

THAT the following ordinances which establish sewer connection charges and sewer rates are hereby repealed:

- (1) Municipal Ordinance (M.O.) 85-7-5, and
- (2) Municipal Ordinance (M.O.) 9-2, a/k/a Municipal Ordinance 75-7-3.

THAT the Wastewater Ordinance of the Town of Lake Lure Municipal Ordinance (M.O.) 82-3-2 is hereby amended as follows:

SECTION ONE: By deleting the former title of M.O. 82-3-2 and substituting in lieu thereof the title "Wastewater Ordinance."

SECTION TWO: By adding an Index of Articles immediately prior to Article I of said Ordinance, reading as follows:

INDEX OF ARTICLES

| | |
|-------------|---------------------------------|
| ARTICLE I | Definitions |
| ARTICLE II | Use of Public Sewers Required |
| ARTICLE III | Private Wastewater Disposal |
| ARTICLE IV | Building Sewers and Connections |

| | |
|--------------|------------------------------------|
| ARTICLE V | Use of the Public Sewers |
| ARTICLE VI | Protection From Damage |
| ARTICLE VII | Powers and Authority of Inspectors |
| ARTICLE VIII | Penalties |
| ARTICLE IX | Validity |
| ARTICLE X | Conflict With Other Ordinances |
| ARTICLE XI | Wastewater Schedules |
| ARTICLE XII | Wastewater Permit Fee |

SECTION THREE: By adding an Article XI "Wastewater Treatment Fees" reading as follows:

ARTICLE XI

WASTEWATER TREATMENT FEES

The following monthly charges shall be made for each wastewater connection:

SECTION A: Connections with Metered Water:

| | |
|---------------------|---------------------------|
| Inside City Limits | 75% of monthly water bill |
| Outside City Limits | 75% of monthly water bill |

SECTION B: Connections with Unmetered Water:

| | |
|---------------------|---------|
| Inside City Limits | \$10.00 |
| Outside City Limits | \$15.00 |

SECTION FOUR: By adding an Article XII "Wastewater Permit Fee" reading as follows:

ARTICLE XII

WASTEWATER PERMIT FEE

Each application for a wastewater permit pursuant to Article IV, whether residential or commercial, shall be accompanied by a fee of Three Hundred (\$300.00) Dollars for each wastewater connection provided that the fresh water usage associated with the wastewater connection is less than 100,000 gallons annually. For fresh water usage over 100,000 gallons annually, a fee of \$300/100,000 annual gallons shall be assessed, rounded to the nearest \$100, above the initial \$300.00 charge. The fee will be based on an estimated fresh water usage and adjusted if necessary, based on the first year's actual usage.

This Ordinance shall be in full force and effect from and after the 25th day of February, 1986.

The motion passed with an unanimous vote.

Motion was made by Commissioner Price to appoint Commissioner Karr as Mayor Pro-tem. The motion was seconded by Commissioner Wildman and passed with a unanimous vote.

Upon request of Steve McKenzie, President of the Hickory Nut Gorge Chamber of Commerce, Commissioner Wildman made a motion seconded by Commissioner Price to allow the Chamber of Commerce to use the land beyond the first lagoon for "Stagecoach Days", to be held May 17th. The motion passed with a unanimous vote.

Commissioner Wildman made a motion, seconded by Commissioner Cashion to accept the attached amendments to the Interlocal Agreement and Trust Agreement. The motion passed with a unanimous vote.

Commissioner Price made a motion, seconded by Commissioner Wildman to adopt the attached "Resolution Regarding Employee Use of Vehicles Owned By The Town of Lake Lure." The motion passed unanimously.

Commissioner Cashion made a motion, seconded by Commissioner Price to adopt the following ordinance amendment to the Water Ordinance (85-11-1) of the Town of Lake Lure.

Be it ordained by the Board of Commissioners of the Town of Lake Lure, as follows:

WHEREAS, water and wastewater charges are billed together

Article III of the above ordinance is amended by deleting the paragraph contained therein and inserting in lieu thereof the following:

Non-payment of a water/wastewater bill when due shall result in disconnection of the water service after written notice is given unless a special payment schedule is approved.

This ordinance shall be in force effective February 25, 1986.

The vote was as follows:

Commissioner Price and Cashion in favor.
Commissioner Wildman opposed.

At this point the Town Attorney advised the Board that the ordinance could not be passed on this day because it was first reading of the ordinance and a greater than two-thirds majority had not approved it.

Commissioner Cashion made the following nominations:

Katie Burch to an additional term on the Board of Adjustments
Frank Marshall to replace William Griffiths on the Board of Adjustments
Frankie Pearson to serve on the Zoning and Planning Board

Commissioner Wildman made the following nominations:

Sue Ljungdahl to the Zoning and Planning Board
Katie Burch to the Board of Adjustments
Dick Near to the Board of Adjustments

Commissioner Cashion made a motion, seconded by Commissioner Price to conclude the nominations.

After a vote was taken, the following nominees were appointed:

Katie Burch to the Board of Adjustments
Frank Marshall to the Board of Adjustments
Frankie Pearson to the Zoning and Planning Board

Motion was made by Commissioner Wildman, seconded by Commissioner Cashion to set the following fishing license fees for non-taxpayers:

\$5.00 - annual, \$2.00 daily

Commissioner Cashion made a motion, seconded by Commissioner Price to adopt a Resolution calling for a public hearing for the re-zoning of 11 acres of Fairfield Mountains property from R-3 to C-1. The motion passed unanimously.

Commissioner Wildman made a motion, seconded by Commissioner Price to refund to Bennet Evans, taxes levied on property out of town, per state statute, in the amount of \$370.29. \$134.85 for 1983, and 235.44 for 1984. The motion passed with a unanimous vote.

Commissioner Cashion made a motion, seconded by Commissioner Price to amend the Boat Permit Fee Schedule to a daily permit of \$7.50 for all boats. The motion passed with a unanimous vote.

Commissioner Price made a motion, seconded by Commissioner Cashion to adopt the following resolution:

Resolved that the Town of Lake Lure intends to:

1. Construct a water reservoir off of Boys Camp Road to increase water pressure on the west side of town and provide back-up system for other water users.

| | |
|-----------------------------|------------|
| Population served | .500 |
| Local cost share | \$10,000 |
| Estimated cost | \$10,000 |
| Funding source | Water Fund |

2. Improve Waste Water Treatment facilities at its present treatment plant and add additional collection lines to serve expended population growth.

| | |
|-----------------------------|------------|
| Population served | 500 |
| Estimated cost | \$100,000 |
| Local cost share | \$50,000 |
| Funding source | Water Fund |

The motion passed with an unanimous vote.

After study by the Council, Commissioner Wildman made a motion, seconded by Commissioner Cashion to authorize the Zoning and Planning Board to proceed with sending out a cover letter and questionnaire. The motion passed unanimously.

Commissioner Cashion made a motion, seconded by Commissioner Price to enter into executive session for the purpose of discussing the acquisition of an interest in real estate, discussion of the Globe Theatre contract and to examine the ABC store deed and lease agreement. The motion passed unanimously.

Motion was made by Commissioner Cashion, seconded by Commissioner Price to return to regular session. The motion passed unanimously.

Commissioner Price made a motion to accept the agreement with the J.S. Proctor Co. as presented. There was no second.

Commissioner Cashion made a motion, seconded by Commissioner Wildman to accept the agreement as requested by the J.S. Proctor Co. with the stipulation that J.S. Proctor Co. request voluntary annexation. The motion passed unanimously.

Motion was made by Commissioner Wildman, seconded by Commissioner Cashion to authorize the Mayor and Town Clerk to execute the contract with the ABC Board for the purchase of the ABC store and the lease back to them of 1,000 sq. ft., with the legal changes the Town Attorney may deem necessary, filling in insurance amounts in the amounts the ABC store currently carries. The motion passed with a unanimous vote.

Commissioner Cashion made the following motion, seconded by Commissioner Price:

I move that the Globe Contract of February 25, 1986, with legal refinements provided by the Town's Attorney be approved and the Mayor and Town Clerk be authorized to execute the concluded contract and deed after:

- a. Globe Playhouse, Inc.'s Trustees convene and accept provisions of the contract
- b. the exploratory pre-construction drilling is completed to determine soil compaction.
- c. formal notification from the Rutherford County Arts Council be received appointing the designated Globe Playhouse, Inc.
- d. the tax exempt status of the Globe Playhouse, Inc. be substantiated.

The motion passed with a unanimous vote.

Commissioner Cashion made a motion, seconded by Commissioner Price to recess until March 11, 1986. The motion passed with a unanimous vote.

Motion was made by Commissioner Cashion, seconded by Commissioner Karr to reconvene the recessed meeting of February 25, 1986 in the Community Center at 7:30 p.m. on March 11, 1986. The motion passed unanimously.

Those present were: Mayor Charles Hicks, Commissioners Karr, Cashion, Price and Wildman and Town Attorney Chris Callahan.

Commissioner Karr made a motion, seconded by Commissioner Price to enter into a Public Hearing on the rezoning of approximately 11 acres adjacent to Uncle Adams from R-3 to C-1. The motion passed unanimously.

After discussion, Commissioner Price made a motion, seconded by Commissioner Cashion to conclude the Public Hearing. The vote was unanimous.

Mayor Hicks read the following description of the property to be re-zoned.

Situate, lying and being in the Town of Lake Lure, Chimney Rock Township, Rutherford County, North Carolina, and being a portion of that particular 121.41 acre tract (less an exception of 7.57 acres) which was conveyed to Fairfield Communities, Inc., as Tract Three in a Deed from William Merritt Quattlebaum, Jr., and wife, Dorothy C. Quattlebaum, dated August 26, 1981, and recorded in Deed Book 426, at Page 538, Rutherford County Registry; said tract or parcel being more particularly described by courses and distances according to a plat of survey by Hampton, Hintz and Associates, Registered Land Surveyors, dated February 11, 1986, as follows:

BEGINNING at an iron pin in the centerline of North Carolina State Secondary Road No. 1306 (a/k/a Buffalo Road) at an intersection with the centerline of an unnamed street lying between Apple Valley Villas and Uncle Adam's Restaurant, said street leading in a southwesterly direction to Whitney Boulevard; thence from said beginning point and with the centerline of North Carolina State Secondary Road No. 1306 the following courses and distances: beginning at the point of curvature of a curve to the right, said curve having a radius of 1504.10 feet and a length of 435.02 feet and a chord bearing and distance of South 49 deg. 49 min. 15 sec. East 433.50 feet to the point of tangency of said curve; thence from said point, South 41 deg. 32 min. 07 sec. East 161.98 feet to a point in the centerline of North Carolina State Secondary Road No. 1306; thence leaving said road South 43 deg. 09 min. 33 sec. West (crossing an iron pin at 35 feet) a total distance of 194.07 feet to an iron pin; thence from said point South 66 deg. 10 min. 07 sec. West 201.26 feet to an iron pin; thence North 65 deg. 37 min. 28 sec. West 153.77 feet to an iron pin; thence South 74 deg. 54 min. 33 sec. West 153.27 feet to an iron pin; then South

30 deg. 26 min. 49 sec. West 188.07 feet to an iron pin; thence North 76 deg. 28 min. 44 sec. West 100.43 feet to an iron pin located 100 feet Southeast of a well, said point being a point of curvature of a curve to the right, said curve having a radius of 100 feet, a length of 278.43 feet and a chord bearing and distance of North 86 deg. 42 min. 55 sec. West 196.82 feet, to the point of tangency of said curve; thence South 83 deg. 02 min. 54 sec. West 41.03 feet to an iron pin; thence South 46 deg. 33 min. 05 sec. West 392.23 feet to a railroad spike set in the center of Whitney Boulevard; thence from said railroad spike South 44 deg. 35 min. 34 sec. West 271.71 feet to an iron pin; thence from said iron pin North 56 deg. 10 min. 48 sec. West 175 feet to an existing iron pin, said iron pin being the terminus of the 27th call of Tract Three hereinabove described; thence from said existing iron pin North 32 deg. 24 min. 51 sec. East 213.45 feet to an existing iron pin; thence from said iron pin North 50 deg. 52 min. 46 sec. East 450 feet to a planted stone found, said point being the terminus of the 29th call of the aforesaid Tract Three; thence from said point South 27 deg. 07 min. 10 sec. East 20.10 feet to an iron pin in the centerline of an unnamed street leading to Whitney Boulevard from North Carolina State Secondary Road No. 1306; thence with the centerline of said unnamed street the following courses and distances: North 52 deg. 23 min. 45 sec. East 159.77 feet to an iron pin, said point being the point of curvature of a curve to the right, said curve having a radius of 684.61 feet, a length of 424.55 feet and a chord bearing and distance of North 70 deg. 09 min. 41 sec. East 417.78 feet to a point of reverse curvature of a curve to the left, said curve having a radius of 171.59 feet, a length of 247.66 feet and a chord bearing and distance of North 46 deg. 34 min. 41 sec. East 226.71 feet to the point of tangency of said curve; thence from said point North 5 deg. 13 min. 46 sec. East 90.23 feet to an iron pin, said point being the point of curvature of a curve to the right, said curve having a length of 109.14 feet, a radius of 356.60 feet and a chord bearing and distance of North 13 deg. 59 min. 50 sec. East 108.71 feet to the point of tangency of said curve; thence from said point North 22 deg. 45 min. 54 sec. East 66.95 feet to the point and place of beginning, and contain 11.28 acres by D.M.D.

Motion was made by Commissioner Price, seconded by Commissioner Karr to rezone said property. The motion passed unanimously.

Motion was made by Commissioner Cashion, seconded by Commissioner Price to give the Town Manager concurrent authority with the Town Council to initiate, at his discretion as he deems advisable, lawsuits for the collection of delinquent water, sewer, or other delinquent accounts due the Town of Lake Lure. The motion passed unanimously.

Motion was made by Commissioner Cashion, seconded by Commissioner Price to grant EMS people and volunteer firemen under contract to the Town of Lake Lure, resident status in so far as the purchase of boating and fishing licenses. The vote was unanimously in favor.

Upon motion by Commissioner Price, seconded by Commissioner Cashion, council voted unanimously to go into executive session to discuss pending litigation.

Motion was made by Commissioner Cashion, seconded by Commissioner Wildman to resume open session. The motion passed by unanimous vote.

Motion was made by Commissioner Cashion, seconded by Commissioner Price for the Board to reject a frivolous diving fee of \$1000.00 presented by Danny Thomas to the Town on or about October 30, 1985. The motion passed by an unanimous vote.

Motion was made by Commissioner Cashion, seconded by Commissioner Price for the Town Manager to file a request with the District Attorney to investigate the mis-use of a Town of Lake Lure purchase order by Danny Thomas. The motion did not carry by a vote of:

Commissioners Wildman, Karr, and Price against
Commissioner Cashion in favor

Motion was made by Commissioner Price, seconded by Commissioner Cashion to rebill Danny Thomas for delinquent sewer connection and sewer use fees at current rates. The motion passed with a unanimous vote.

Upon motion made by Commissioner Cashion, seconded by Commissioner Karr, the meeting was adjourned.

Mayor Charles F. Hicks

ATTEST:



Bonnie D. Nelson, Town Clerk

RESOLUTION REGARDING EMPLOYEE USE OF VEHICLES OWNED BY THE /TOWN OF
Lake Lure, NORTH CAROLINA

WHEREAS, the 1985 Tax Act enacted by the United States Congress repeals various sections of the Tax Reform Act of 1984, concerning personal use of employer-provided vehicles; and

WHEREAS, the federal legislation defines an employee's personal use of an employer-furnished vehicle as a taxable fringe benefit and includes commuting to and from work within the term "personal use"; and

WHEREAS, the ,Town of Lake Lure, of North Carolina, provides certain municipal vehicles to its employees for use in municipal business, including commuting to and from work for employees who are "on call"; and

WHEREAS, pursuant to state law (N.C.G.S. 14-247), the ~~City/Town~~ prohibits its employees from using municipal vehicles for any personal purposes whatsoever.

NOW, THEREFORE, BE IT RESOLVED that the (governing board) of the ~~City/Town~~ of Lake Lure, North Carolina, hereby adopts the following policy on employee use of municipal vehicles:

Vehicles Not Used For Personal Purposes

Section 1. Vehicles owned by the City/Town may be provided to one or more employees in connection with municipal business and shall be used only on municipal business.

Section 2. When the vehicle is not used in the City/Town's business, it is kept on the municipality's business premises, unless it is temporarily located elsewhere.

Section 3. The municipality's business premises and the residence of any employee using the vehicle are at different locations.

Section 4. Pursuant to state law, neither an employee, nor any individual whose use would be taxable to the employee, may use municipal vehicles for personal purposes.

Section 5. The (governing board) reasonably believes, based upon expressed City/Town policy and on provisions of state law, that none of its employees, nor any individual whose use would be taxable to the employee, use these vehicles for any personal purpose.

Vehicles Not Used For Personal Purposes Other Than Commuting

Section 6. Vehicles owned by the City/Town may be provided to one or more employees in connection with municipal business and shall be used only on municipal business.

Section 7. For bona fide noncompensatory business reasons, the City/Town requires certain employees to commute to and from work in municipal vehicles.

Section 8. Pursuant to state law, neither an employee, nor any individual whose use would be taxable to the employee, may use municipal vehicles for personal purposes other than for commuting.

Section 9. The (governing board) reasonably believes, based upon expressed City/Town policy and on provisions of state law, that none of its employees, nor any individual whose use would be taxable to the employee, use these vehicles for any personal purpose other than commuting.

Section 10. The employees required to use municipal vehicles for commuting are not "control" employees, as defined by the Internal Revenue Service.

Section 11. The /Town will account for the commuting use by its employees by including an appropriate amount as specified in IRS regulations in the employees' gross income.

Dated this day of , 19

Mayor

ATTEST:

Clerk

AMENDMENT #1

IT IS HEREBY RECOMMENDED THAT SECTION 1 OF THE INTERLOCAL AGREEMENT AND TRUST AGREEMENT FOR A GROUP SELF INSURANCE FUND FOR MEDICAL, LIFE, AND DISABILITY RISK SHARING BE AMENDED AS FOLLOWS: (Underlining shows added language; dotted lines show deleted language).

1. The municipalities which are signatories hereto do hereby establish the Municipal Insurance Trust of North Carolina, hereinafter referred to as the "Trust", as a joint interlocal agency to operate a fund for employee insurance and health benefits risk sharing, hereinafter referred to as the "Fund", said Trust to be governed by a Board of Trustees made up of ~~eleven-(11)~~ thirteen (13) officials or employees of local governments. and Eleven (11) members shall be appointed for three (3) year overlapping terms by the Board of Directors of the N. C. League of Municipalities. In addition, the Board of Directors of the N. C. League of Municipalities shall appoint two (2) of its members to the Board of Trustees, to serve at the pleasure of the Board of Directors but not beyond the end of their tenure on the Board of Directors. This shall not be construed to prevent the Board of Directors from appointing others of its members to one or more of the eleven (11) regular 3-year terms.

EXPLANATION:

The present membership structure of the Municipal Insurance Trust (MIT) of N. C. Board of Trustees does not specifically require representation from the Board of Directors of the N. C. League of Municipalities. Since the creation of the Municipal Insurance Trust (MIT) of N. C. was initially authorized by the Board of Directors of the N. C. League of Municipalities and since this insurance program has become such an integral part of the

N. C. League of Municipalities' operation, it is felt that there should always be representation on the Municipal Insurance Trust (MIT) of N. C. Board of Trustees from the Board of Directors of the N. C. League of Municipalities to ensure that the Board of Directors of the N. C. League of Municipalities always have a thorough knowledge and understanding of this very vital League sponsored program.

AMENDMENT #2

IT IS HEREBY RECOMMENDED THAT SECTION 14 OF THE INTERLOCAL AGREEMENT AND TRUST AGREEMENT FOR A GROUP SELF INSURANCE FUND FOR MEDICAL, LIFE, AND DISABILITY RISK SHARING BE AMENDED AS FOLLOWS: (Underlining shows added language).

14. This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Trust during any Trust Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the N. C. League of Municipalities as their agents to make any amendments to this agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the N. C. League of Municipalities shall be mailed to each member not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the N. C. League of Municipalities shall be mailed to each member not more than 30 days after adoption.

EXPLANATION:

From time to time there may be a need to amend this Agreement for purposes of clarification or to improve the manner in which the Municipal Insurance Trust (MIT) of N. C. is being administered. Since the Board of Directors of the N. C. League of Municipalities are ultimately responsible for the

Municipal Insurance Trust of N. C. because this insurance program was authorized by the Board of Directors of the N. C. League of Municipalities and they appoint the members to the Board of Trustees of the Municipal Insurance Trust of N. C., it is felt that certain amendments could be handled more expediently and less expensively by the Board of Directors of the N. C. League of Municipalities than by the mailing of ballots to all members of the Municipal Insurance Trust of N. C. However, to ensure that the membership is aware of proposed amendment changes, notices would be mailed to the membership at least 30 days prior to consideration by the Board of Directors of the N. C. League of Municipalities. This would give the membership an opportunity to comment on any proposed change. Likewise, all actions of the Board of Directors of the N. C. League of Municipalities would be reported within 30 days of their action.

TOWN OF LAKE LURE
Planning and Zoning Board

Dear Residents:

As we all can see, the town of Lake Lure is entering upon a period of significant growth. In an effort to help the Town Council to cope with this development, the Lake Lure Planning and Zoning Board has prepared this questionnaire. We would like to hear from you, the property owners, in order to obtain a better idea of the needs and desires of our residents, both full and part-time.

We wish to stress that all information gathered in this survey is strictly confidential. Therefore, DO NOT SIGN YOUR NAME ON THIS SURVEY. Our intention is simply to provide you with an opportunity to express your frank opinions.

Your responses to this questionnaire will be tabulated by the Planning and Zoning Board and a report with recommendations will be released before the end of the year.

Over the next few months the Planning and Zoning Board will be discussing the results of this survey and the future development of our town. We would welcome the participation of any of our residents in these discussions. Our meetings are held

On: The first Tuesday of every month

At: 7:30 PM

In: The Community Center

For those of you who live at Fairfield Mountains, we would be glad to arrange a meeting at a location more convenient for you.

Please provide us with your good counsel before the end of the month. We would like to begin our work with the returns at our meeting next month. Send your completed questionnaire to

Mrs. Kay Prowse, Secretary
Planning and Zoning Board
201 Laurel Drive
Lake Lure, N.C. 28746

Or, you may leave your questionnaire in a sealed envelope addressed to Mrs. Prowse at the town office.

Thank you very much for your cooperation.

Herbert A. Norton, Chairman
Planning and Zoning Board

6. Are recreational services adequate:

a. ☐ Yes

b. ☐ No

Suggestions:

7. What sort of businesses would you like to see in Lake Lure?

8. In what directions should the town encourage development?

a. Tourism

b. Sports

c. Residential/resort

d. Retirement

e. Other

Suggestions:

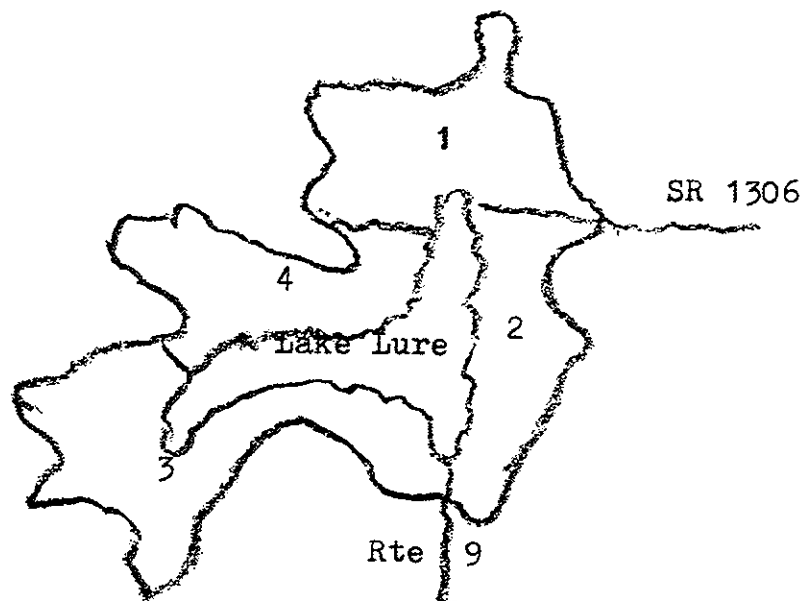
9. Do you feel that you are adequately informed about town activities and affairs?

a. ☐ Yes

b. ☐ No

Suggestions:

Please use the space below for any additional comments you would like to make.



1. Using the diagram above, please check the section of town in which you live.
 1. ☐ Fairfield Mountains
 2. ☐ East Side of Lake Lure, Route 9 to Fairfield Mtns.
 3. ☐ "Downtown" Lake Lure to Route 9
 4. ☐ Northwest side of Lake Lure, Boy's Camp Road area
2. Is this your primary residence?
 - a. ☐ Yes
 - b. ☐ No
 - c. ☐ If "no", please indicate the number of weeks per year that you do live here.
3. Why were you attracted to Lake Lure?
4. What services provided by the town need to be improved?

Suggestions:
5. What services should the town provide that it does not now provide?

Suggestions:

Jefferson
Pilot
Investor Services

Dec. 28, 1985

— Donnie Nelson
Town of Lake View
Lake View, N.C. 28746

Please send refund of overpayment
of property tax as follows —

1983 — 134.85
1984 — 235.44
Total — 370.29

Thank you —

Bennett L. Adams
Box 312
Spindale, N.C. 28160

Drafted by: J. Christopher Callahan
Louis W. Nanney, Jr.
Attorneys at Law

STATE OF NORTH CAROLINA

RUTHERFORD COUNTY

CONTRACT

This contract made and entered into this 25th day of February, 1986, by and between the Town of Lake Lure, of Rutherford County, North Carolina, a Municipal Corporation, party of the first part, hereinafter referred to as the "Town", and The Globe Playhouse, Inc., a non-profit corporation organized and existing under the Laws of the State of North Carolina, party of the second part, hereinafter referred to as the "Playhouse";

WITNESSETH:

That whereas the Town is the owner of the tract or parcel of land hereinafter described:

Situate, lying and being in the Town of Lake Lure, North Carolina, Chimney Rock Township, Rutherford County, North Carolina, and being all of that tract or parcel of land which is presently bounded on the South and East by the waters of Lake Lure, and on the North by the waters of Broad River and being more particularly described by courses and distances according to a plat of recent survey by Nathan Odom, Registered Land Surveyor, dated May 30, 1985, and revised January 24, 1986, as follows:

BEGINNING at a new concrete marker on the edge of the waters of Broad River, said beginning point being located North 12 degrees 44 minutes 30 seconds West 557.42 feet

seconds East 141.02 feet, North 68 degrees 53 minutes 19 seconds East 57.78 feet, North 44 degrees 09 minutes 53 seconds East 32.21 feet, North 7 degrees 16 minutes 34 seconds East 47.04 feet, North 25 degrees 48 minutes 51 seconds West 279.94 feet, North 52 degrees 41 minutes 03 seconds East 23.73 feet to the intersection of the waters of Broad River and Lake Lure, thence with the waters of Broad River the following courses and distances: North 78 degrees 04 minutes 48 seconds West 312.34 feet, North 69 degrees 54 minutes 10 seconds West 83.33 feet, North 75 degrees 41 minutes 00 seconds West 238.44 feet, South 89 degrees 34 minutes 56 seconds West 124.26 feet, South 81 degrees 10 minutes 05 seconds West 209.14 feet, and North 88 degrees 15 minutes 22 seconds West 153.21 feet back to the point and place of BEGINNING and containing 12.90 acres.

There is also conveyed herewith unto the said grantee a right of way and easement thirty feet in width, in order to accommodate two lane vehicular traffic, upon which is presently located a gravel driveway which leads from U. S. Highway 64-74-9 across other lands of the grantor herein unto the property conveyed herewith at all times for all purposes connected with the grantee's use and enjoyment of said tract or parcel of land, the center line of said right of way and easement being the following courses and distances:

BEGINNING at a point, said point being located South 31 degrees 43 minutes 28 seconds West 512.36 feet from the new concrete marker on the edge of the waters of Broad River, the beginning point of the above described 12.90 acre tract; thence South 75 degrees 08 minutes 47 seconds West 70.36 feet, South 54 degrees 10 minutes 24 seconds West 114.28 feet to a point in the center of an existing driveway, said point being located North 12 degrees 44 minutes 30 seconds West 26.99 feet from a concrete monument at the base of a utility pole #10381-6285, and thence from said point the following courses and distances: South 56 degrees 49 minutes 52 seconds West 33.90 feet to a point of curvature of a curve to the right, said curve having an arc distance of 95.80 feet, a radius of 135.44 feet and bears a chord distance of 93.81 feet to a point of tangency of said curve; thence North 82 degrees 38 minutes 41 seconds West 156.38 feet to a point of curvature of a curve to the left, said curve having an arc distance of 70.54 feet, a radius of 59.94 feet and a chord distance of 66.54 feet to a point of tangency of said curve; thence from said point South 29 degrees 55 minutes 08 seconds West 25.97 feet to a nail in the center line of U. S. 64-74-9.

The above described property shall be subject to the right of the Town of Lake Lure to flood said property, and the Town shall not be liable to the Playhouse or any successor for any damages, foreseen and unforeseen, caused by any flooding.

AND WHEREAS the Playhouse has requested the Town to donate the land described above to it in order that the Playhouse may thereafter construct a full scale reproduction of the Globe Theatre and any necessary or proper additional buildings, pursuant to plans and specifications of Sir Walter Hodges and Mr. Crawford Murphy, A.I.A, or such other architect as may be selected by the Playhouse who shall be a member of the American Institute of Architects; and

WHEREAS the Town believes that if said project of constructing the full scale reproduction of the Globe Theatre can be brought to fruition and

thereafter the Globe Theatre operated as a playhouse, museum, or similar cultural facility for the performance, study, and enjoyment of Shakespearean and other classical and modern dramatic works of high quality, that the Town of Lake Lure and its citizens and residents could substantially benefit financially from the potential increase in tourism and business in the vicinity as well as benefit culturally from the actors, playwrights, historians and other scholars and artists who might be attracted to the area; and

WHEREAS on the the 7th day of May, 1985, the Town Council of the Town unanimously resolved to grant and convey to the Playhouse the above described tract or parcel of land for the purposes hereinabove set forth subject to certain agreements, stipulations and conditions to be resolved between the Town and the Playhouse; and

WHEREAS the Playhouse is in agreement and accord with the Town that the conveyance of the above described tract or parcel of land by the Town to the Playhouse for no monetary consideration, is subject to certain terms and conditions hereinafter set forth; and

WHEREAS the Town and the Playhouse believe that the following terms and conditions are fair to both parties to this contract and will promote the future best interests of both the Town and the Playhouse; and

WHEREAS the Town is authorized to deed and convey the above described tract or parcel of land to the Playhouse without receipt of monetary consideration therefore in accordance with a local act of the North Carolina General Assembly entitled "An Act to Allow the Town of Lake Lure to Sell Certain Property at Private Sale", and numbered HB 402;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and in particular for and in consideration of the Town this date conveying to the Playhouse by Limited Warranty Deed all right, title, and interest of the Town and subject to the Town's statutory and legislative authority to sell said tract or parcel of land, in and to the tract or parcel of land above described, subject to the restrictions, reversionary interests, covenants, conditions and agreements hereinafter set forth, it is mutually agreed as follows:

1. The Playhouse agrees not to commence any grading or construction of the Globe Theatre, or of any additional buildings, until sufficient resources of monies, materials, and labor from reliable sources have been formally committed to the Playhouse to complete the project of building the Globe Theatre. Until the

construction of the structure of the Globe Theatre commences, the Town shall be permitted to use the above described tract or parcel of land for any purpose, so long as said use is not detrimental to or impairs the intended use of this land by the Playhouse pursuant to the terms of this contract.

2. The primary proposed structure of the Globe Theatre must approximate as reasonably as possible the original Globe Theatre as perceived by Sir Walter Hodges, an English authority on said Globe Theatre. "Ancillary buildings" shall be hereinafter defined as restrooms, lobby, dressing rooms, storage, and workshop rooms and intermission style concession. All ancillary buildings shall be aesthetically compatible with the Globe Theatre. Plans and specifications for ancillary buildings will be submitted to the Town Council for its review and approval of the structural stability and aesthetic compatibility thereof which approval shall not be unreasonably withheld. All buildings other than the structure of the Globe Theatre and the ancillary buildings abovesaid shall be hereinafter defined as "additional buildings". By way of further definition, "additional buildings" shall include, but not be limited to, First Colonie Faire Complex and permanent shops handling specialty items such as books and recordings, arts and crafts of the British Isles, Shakespearean memorabilia and English confections. All additional buildings shall be limited to a maximum of seven hundred (700) square feet of floor space and one-story in height and shall be consistent with the purposes stated in Paragraph Fifteen below and shall be submitted to the Town Council for the Council's review and approval of the proposed structure's compliance with this contract and consistence with the Town's overall development plans, which approval shall not be unreasonably withheld.

3. Any accretion or addition of land to the above described tract or parcel of land caused by sedimentation or otherwise accrues to the Town. In particular the Town reserves the right to dredge and remove any accumulation of soil to the above described tract of land for the purposes of keeping the lake sufficiently dredged to allow boats to have ingress and egress from and to the main body of the lake to the beach area. It is agreed that such dredging shall not adversely affect the stability of the premises conveyed to the Playhouse and it is further provided that the Town and its citizens shall not use such accreted land for any purpose other than dredging, except that the general public and the town shall have the right to use any accreted land for fishing, stocking fish, and general recreational purposes such as walking, jogging, photography, etc. The

Town further agrees that any deposits of dredged materials will not be placed on the above described tract or parcel of land without the written permission of the Playhouse.

4. The Playhouse agrees not to hold any plays or other events on the nights of the regularly scheduled fourth Tuesday Town Council meetings or on the nights of the Monday night street dances which are held in the town during the months of June, July and August, in order to allow the Town to carry on in the future former events of longstanding popularity without competition from the Playhouse for attendance and parking facilities.

5. The Playhouse agrees not to hold or conduct any events which last later than 1:00 o'clock a.m., without receiving the prior written approval from the Town Council of the Town of Lake Lure for that specific event.

6. The Playhouse agrees not to interfere with the existing recreational facilities of the Town on the property contiguous to the above described tract, and specifically the baseball field, tennis courts, basketball courts, the Marina, Community Building, children's playground, fishing areas, and parking, walking, and driving areas.

7. The Playhouse agrees to pave and landscape and maintain the above described tract and all parking areas established thereon, and include appropriate vegetation settings, in order to enhance the beauty of the overall project.

8. It is understood and agreed that the Town shall continue to have the right to use the existing fish stocking lagoon.

9. The Playhouse agrees to keep the present or substantially equivalent walking trails and fishing areas around the circumference of the above described tract or parcel of land open to the general public for recreational purposes and shall forbid the use of said walking trails and fishing areas by the general public only during the construction of the Globe Theatre, or of any of the ancillary and/or additional buildings. All said recreational activities referred to herein shall be at no expense to the Town of Lake Lure, its citizens, and the general public.

10. Patrons of the Playhouse may use the additional parking area located on the property of the Town west of the above described land for overflow parking without charge so long as there is no conflict with Town functions. Patrons of any Town authorized functions or meetings may use the parking areas created on the above described land for overflow parking without charge so long as there is no conflict with Playhouse authorized functions.

11. The Playhouse agrees to provide separate men's and women's toilet facilities which are adequate to serve the anticipated audiences of eight hundred people prior to holding any plays or other events in the Globe Theatre.

12. The Playhouse may lease, subject to the possibilities of reverter contained in Paragraphs Thirteen, Fourteen, Seventeen and Nineteen below, portions of the abovesaid described tract or parcel of land, including any improvements located thereon for purposes compatible with the provisions of this contract. Any lease or use of the structure of the theatre or of any unimproved land shall be only to a non-profit organization. The Playhouse may lease for a period not to exceed ten years, any of the additional buildings to for-profit or non-profit organizations, and said leases shall also be for purposes compatible with the provisions of this contract. In the event such leases are entered into, the third parties involved in the transaction shall be bound by the responsibilities of the Playhouse as set forth in this agreement, including, in particular, the reversionary rights of the Town as specified in Paragraphs Thirteen, Fourteen, and Seventeen, subject to Paragraph Nineteen, below.

13. In the event construction of the Globe Theatre is not commenced within five years from the date of this agreement, or in the event the said Globe Theatre has not been completed to the stage of being operable within eight years of the date of this agreement, then in either of said events the above described land conveyed this date to the Playhouse will automatically revert back to and become the sole property of the Town, unless otherwise agreed to in writing by the parties.

14. In the event the Globe Playhouse, Inc., enters into a corporate dissolution or is otherwise formally dissolved as a corporation, the above described land shall automatically revert back to and become the sole property of the Town, subject to Paragraph Nineteen, below. The Town may thereafter enter into an agreement with another non-profit organization to continue operation of the Globe Theatre.

15. It is the intent of the Playhouse, and understanding of the Town, that upon completion of the construction of the Globe Theatre the Playhouse will operate said facility or cause said facility to be operated exclusively as a playhouse, museum, or similar cultural facility for the performance, study, and enjoyment of Shakespearean and other classical and modern dramatic works of high artistic quality, including the presentation, study, and enjoyment of the music,

dance, crafts, and other art forms of Elizabethan and other important cultural traditions and may also be used for appropriate children's, youth, and community activities consistent with these aims. In particular, it is agreed between the Town and the Playhouse that the Playhouse will perform and present, or cause to be performed or presented, for the general public as a minimum at least one professional Shakespearean production each and every year after the Globe Theatre becomes operable. In the event that the Playhouse without sufficient justification fails to uphold the purpose of this gift, and/or fails to perform, or cause to be performed or presented, the minimum one Shakespearean production per year as enumerated above, the Town shall have the right to apply to the General Court of Justice, Superior Court Division, for an injunction to compel the compliance with these stated purposes; in the event that such an injunction is obtained and the Playhouse, or any lessees, fails to comply, the Town may then apply for an order decreeing that the Playhouse, or any lessees, has abandoned the project by its failure to comply with the above stated purposes. In the event a Judge of the Superior Court decrees that the Playhouse, or any lessees, has indeed abandoned the project without sufficient justification by its failure to comply with the stated purposes of this project, then the Court shall have the right and power to reconvey all right, title and interest in the above described lands back to the Town so that thereafter the above described property shall become the sole property of the Town, subject to Paragraph Nineteen, below.

16. The Playhouse, and all lessees, agree to abide by all wildlife regulations, building codes, municipal ordinances and other applicable state, federal or local regulations established by law.

17. In the event the Playhouse, or any lessees, violate the provisions of Paragraphs Thirteen and/or Fourteen of this agreement, the above described land conveyed this date to the Playhouse will automatically revert back to and become the sole property of the Town, free and clear of any leases, mortgages or other encumbrances, subject to Paragraph Nineteen, below. However, it is further agreed and covenanted between the parties hereto, that the Playhouse, and any lessees or successors in interest, shall and will make and execute to the Town such deed or other written instrument as the Town shall request, to reconvey the above described tract or parcel of land back to the Town.

18. In the event the Playhouse, or any lessees, violate the provisions of Paragraphs One, Two, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Twelve,

Fifteen and/or Sixteen, the Town shall have the right to apply to a Judge of the General Court of Justice, Superior Court Division, for an injunction to either compel the compliance with these provisions or prohibit the continuing violation of these provisions by the Playhouse, or any lessees. In the event the Town is successful in obtaining a final order of the Superior Court enjoining the Playhouse, or any lessees, the Playhouse, and any lessees, agree to pay the costs of court and a reasonable amount to compensate the Town for attorney's fees.

19. In the event the above described tract or parcel of land shall revert back to and become the sole property of the Town, all improvements thereon, including the structure of the Globe Playhouse itself, shall be considered personal property severed from the land. All buildings may be removed by the Playhouse or any designee of the Playhouse at its own expense within a period of twelve months from the date of the reversion of said properties. After the above described tract or parcel of land reverts back to and becomes the sole property of the Town, the Playhouse agrees that in removing any of the buildings pursuant to the provisions of this agreement, that the Playhouse or its designee will take such necessary measures as will insure that the removal of said buildings will be fully completed, and that all debris resulting from said removal will be transported away from the premises.

It is understood and agreed that the Playhouse may mortgage or grant a security interest in the improvements constructed on the tract or parcel of land hereinabove described, but that the Playhouse will not mortgage or encumber with liens the land itself. It is further understood that any mortgage or security interest granted in said improvements shall be subject to and conditioned upon the Playhouse's right to remove said structure within the above stated twelve month period and in the event the buildings and other structures revert back to and become the property of the Town by the failure of the Playhouse or their designee to remove said structures in twelve months as aforesaid, that the Town will own said buildings and structures thereafter free from any liens, leases, mortgages or other encumbrances.

20. For the purposes of this agreement non-profit organizations or third parties are defined as an organization or third party which qualifies as an organization exempt from taxation pursuant to the provisions of U.S.C. § 501 et seq, and any subsequent amendments thereto. Any other organizations or third parties not included in the above definition as a non-profit organization or third

party shall be considered a for-profit organization regardless of any claim to the contrary.

21. This agreement may be amended from time to time by future mutual written agreements between the Playhouse and the Town.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be signed in its corporate name by its Mayor and attested by its Town Clerk and its corporate seal to be hereunto affixed, and the party of the second part has caused this instrument to be signed in its corporate name by its Chairman and attested by its Secretary and its corporate seal to be hereunto affixed the day and year first above written, in duplicate originals, one of which is retained by each of the parties.

TOWN OF LAKE LURE

By: _____ (Seal)
Mayor

(Seal)
ATTEST:

By: _____
Town Clerk

THE GLOBE PLAYHOUSE, INC.

By: _____ (Seal)
Chairman

(Seal)
ATTEST:

By: _____
Secretary

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

I, _____, a Notary Public, do hereby certify that Charles Hicks, who, being by me duly sworn says that he is Mayor and presiding member of the Town of Lake Lure, a municipal corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation and that the said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And that the said Charles Hicks acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the _____ day of _____
1986.

Notary Public

My commission expires:

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

I, _____, a Notary Public, do hereby certify that _____, who, being by me duly sworn says that he is Chairman and presiding member of the Globe Playhouse, Inc., a non-profit corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation and that the said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And that the said _____ acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the _____ day of _____,
1986.

Notary Public