

LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, April 9, 2013



Mayor Bob Keith

Commissioner John Moore

Commissioner Mary Ann Silvey

Commissioner Diane Barrett

Commissioner Bob Cameron



REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL

April 9, 2013

7:00 p.m.

Lake Lure Municipal Center

AGENDA

1. Call to Order Mayor
Bob Keith
2. Invocation Attorney
Chris Callahan
3. Approve the Agenda Council
4. Presentation of an Award of Appreciation and Proclamation Honoring Retired Chimney Rock Volunteer Fire Department Chief Buck Meliski
5. Public Forum: *The public is invited to speak on any non-agenda and/or consent agenda topics. Comments should be limited to less than five minutes.*
6. Staff Reports
7. Council Liaison Reports & Comments
8. Consent Agenda:
 - a. Approve Minutes of the March 12, 2013 (Regular Meeting) and March 8, 2013 (Special Meeting)
 - b. Approve a Budget Amendment as Submitted by Finance Director Sam Karr Concerning Fire Department Donation Proceeds
9. Unfinished Business
 - a. Other Unfinished Business
10. New Business:
 - a. Presentation of Market Assessment and Branding Development Project Arnett Muldrow

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- b. Consider Adoption of Resolution No. 13-04-09 Adopting the Reports, Catalogs, and Recommendations from the Market Assessment, Brand Development, and Marketing Plan Project Prepared by the Steering Committee Appointed by Resolution 12-08-14
- c. Consider Adoption of Resolution No. 13-04-09A Supporting Grant Funding for Mountain Area Health Education Center (MAHEC)
- d. Consider Adoption of Resolution No. 13-04-09B Approving Forgiveness of a \$342,500 General Fund Loan to Water & Sewer Fund
- e. Consider Approval of an Easement Agreement Between Rumbling Bald Resort and the Town of Lake Lure for Trail Building, Maintenance and Access in the Vicinity of Buffalo Creek Park. Also, Consider Authorizing Town Manager Chris Braund to Execute the Agreement on Behalf of the Town

11. Adjournment

Agenda Item: 8a

**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, MARCH 12, 2013, 7:00 P.M. AT THE LAKE LURE MUNICIPAL
CENTER**

PRESENT: Mayor Bob Keith
Commissioner Mary Ann Silvey
Commissioner Bob Cameron
Commissioner John W. Moore

Christopher Braund, Town Manager
J. Christopher Callahan, Town Attorney

ABSENT: Commissioner Diane Barrett

CALL TO ORDER

Mayor Bob Keith called the meeting to order at 7:00 p.m.

INVOCATION

Attorney Chris Callahan gave the invocation.

PLEDGE OF ALLEGIANCE

Council members led the pledge of allegiance.

APPROVE THE AGENDA

Commissioner Bob Cameron made a motion to approve the agenda as presented.
Commissioner Mary Ann Silvey seconded the motion and the vote of approval was unanimous.

PUBLIC FORUM

Mayor Bob Keith invited the audience to speak on any non-agenda items and/or consent agenda topics. No one requested to speak.

**PUBLIC HEARING PROPOSED ORDINANCE NO. 12-03-12 CONCERNING
ABANDONED STRUCTURES AND UNFIT DWELLINGS; AMENDING CHAPTER 90
OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE LURE**

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Mayor Bob Keith opened the public hearing regarding proposed Ordinance No. 13-03-12 and invited citizens to speak during the public hearing; no one requested to speak.

Council members agreed to close the public hearing.

CONSIDER ADOPTION OF ORDINANCE NO. 12-03-12 CONCERNING ABANDONED STRUCTURES AND UNFIT DWELLINGS; AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE LURE

Public notices were duly published in the Daily Courier newspaper.

Zoning Administrator Sheila Spicer gave a brief overview of Ordinance No. 12-03-12.

After discussion, Commissioner John Moore made a motion to adopt Ordinance No. 13-03-12 as presented. Commissioner Mary Ann Silvey seconded the motion and the vote of approval was unanimous.

ORDINANCE NUMBER 13-03-12

AN ORDINANCE CONCERNING ABANDONED STRUCTURES AND UNFIT DWELLINGS; AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE LURE

WHEREAS, Article 8 of Chapter 160A of the North Carolina General Statutes, N.C.G.S. 160A-174, et seq., delegates to municipalities the authority to exercise the general police power; and

WHEREAS, Part 6 of Article 19 of the North Carolina General Statutes, N.C.G.S. 160A-441, et seq., authorizes municipalities to provide for the repair, closing or demolition of any abandoned structure or unfit dwelling;

WHEREAS, N.C.G.S. 160A-193 authorizes municipalities to summarily remedy, abate or remove public health nuisances; and

WHEREAS, the Lake Lure Town Council finds that it is in the public interest to amend Chapter 90 of the Town's Code of Ordinances to provide the option to repair a dwelling that has been found to be unfit for human habitation when the cost of repairs would exceed 50% of the value of the dwelling; and

WHEREAS, the Lake Lure Town Council, after due notice, conducted a public hearing on the 12th day of March 2013, upon the question of amending the Town Code in this respect.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE, NORTH CAROLINA, MEETING IN REGULAR SESSION AND WITH A MAJORITY OF THE COUNCIL MEMBERS VOTING IN THE AFFIRMATIVE:

SECTION ONE. Paragraph (C) of § 90.05 of the Abandoned Structures; Unfit Dwellings Regulations of the Town of Lake Lure, concerning procedures for enforcement, is hereby amended as follows:

- (C) Procedure after Hearing; Order. If, after notice and hearing, the Code Enforcement Officer determines that the structure under consideration is unfit for human habitation in accordance with the standards set forth herein, he shall state in writing his findings of fact in support of that determination and shall issue and cause to be served upon the owner thereof an order as provided herein.
- (1) If the repair, alteration or improvement of the dwelling can be made at a cost of less than fifty (50) percent of the value of the dwelling, ~~requiring the order shall require~~ the owner, within the time specified, to repair, alter or improve the dwelling in order to render it fit for human habitation ~~or to vacate and close the dwelling as a human habitation, based upon the Code Enforcement Officer's standards for closing dwellings; or~~.
- (2) If the repair, alteration or improvement of the dwelling cannot be made at a cost of less than fifty (50) percent of the value of the dwelling, ~~requiring the order shall require~~ the owner, within the time specified ~~in the order, to~~ repair, alter, or improve the dwelling in order to render it fit for human habitation or, at the owner's option, to remove or demolish such dwelling.

If continued occupancy during the time allowed for repair will present a significant threat of bodily harm, taking into account the nature of the necessary repairs, alterations, or improvements, the current state of the property, and any additional risks due to the presence and capacity of minors under the age of eighteen or occupants with physical or mental disabilities, the order may require that the property be vacated and closed. The order shall state that the failure to make timely repairs as directed in the order shall make the dwelling subject to the remedies afforded the Town in § 90.05(D) of this Chapter.

[ADDITIONS TO TEXT ARE UNDERLINED; DELETIONS ARE ~~STRUCK THROUGH~~.]

SECTION TWO. Paragraph (D)(2) of § 90.05 of the Abandoned Structures; Unfit Dwellings Regulations of the Town of Lake Lure, concerning the in rem remedy, is hereby amended as follows:

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- (2) After failure of an owner of a dwelling or structure to comply with an order of the Code Enforcement Officer within the time specified therein, if injunctive relief has not been sought or has not been granted as provided in division (D)(1), above, the Code Enforcement Officer shall submit to the Town Council an ordinance ordering the Code Enforcement Officer to cause such dwelling structure to be repaired, altered or improved, vacated and closed, or, in the event the order was issued pursuant to § 90.05(C)(2), removed or demolished, as provided in the original order of the Code Enforcement Officer and, pending such repair, alteration, improvement, vacating, closure, removal or demolition, to placard any such dwelling as provided G.S. 160A-443.

[ADDITIONS TO TEXT ARE UNDERLINED; DELETIONS ARE ~~STRUCK THROUGH~~.]

SECTION THREE. The enactment of this ordinance shall in no way affect the running of any amortization provisions or enforcement actions, or otherwise cure any existing violations.

SECTION FOUR. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 12th day of March, 2013.

STAFF REPORTS

Town Manager Chris Braund presented the town manager's report dated March 12, 2013. (Copy of the town manager's report is attached.)

COUNCIL LIAISON REPORTS & COMMENTS

Commissioner John Moore reported on the activities of Zoning and Planning Board.

Commissioner Mary Ann Silvey reported on the activities of the Lake Advisory Board and the Lake Lure Classical Academy School Board. Commissioner Silvey also expressed condolences in reporting that Stewart Richardson, chairman of the Lake Lure ABC Board, passed away. Commission Silvey conveyed appreciation for Mr. Richardson's service to the town.

Commissioner Bob Cameron reported on the activities of the Lake Lure Board of Adjustment/Lake Structures Appeal Board.

Since Commissioner Diane Barrett was not present, Town Manger Chris Braund reported the activities of the Parks and Recreation Board.

PRESENT AWARD OF APPRECIATION TO PAULA JORDAN
--

Community Development Director Shannon Baldwin recognized Paula Jordan for her work with various town boards and projects including the Zoning and Planning Board, Town Center Master Plan Steering Committee, the 2007-2027 Comprehensive Plan, the Comprehensive Transportation Plan, and the Market Assessment and Brand Development Committee.

Mayor Bob Keith presented an award of appreciation on behalf of Town Council to Ms. Jordan for notable contribution to the Town of Lake Lure and the Zoning and Planning Board from June, 2007 until January, 2013.

CONSENT AGENDA

Mayor Bob Keith presented the consent agenda and asked if any items should be removed before calling for action.

Commissioner John Moore moved, seconded by Commissioner Mary Ann Silvey, to approve the consent agenda as presented. Therefore, the consent agenda incorporating the following items was unanimously approved:

- a. minutes of the February 12, 2013 regular meeting
- b. a request from Alicia Davis to suspend the town's alcohol ordinance in order to serve wine during a wedding reception being held inside the Community Hall of the Lake Lure Municipal Center on April 13, 2013 from 6 p.m. until 9 p.m.
- c. a request from Yvonne Cooley on behalf of the Hickory Nut Gorge Community Church Outreach, Inc to: (1) use town property surrounding the Lake Lure Arcade Building for a spring festival being held May 25-27, 2013 and an autumn festival being held October 19-20, 2013; (2) suspend the town's peddling ordinance for the festivals; (3) allow banners on town property prior to and during the festivals and (4) temporarily close a portion of arcade street for the events (as done for festivals in previous years)
- d. a lease extension between the Town of Lake Lure and the State Employees' Credit Union for use of the town's parking lot space for an ATM for 6 months beginning May 1, 2013 and ending October 31, 2013. Monthly rental will be \$0.00 during the lease extension period.
- e. a request submitted by Michelle Yelton on behalf of Lake Lure Classical Academy to waive sign permit fees and the deposit for rental of Morse Park

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Meadows for the school's annual Spring Fling Festival fundraiser being held on April 27, 2013 from 11:00 a.m. to 3:00 p.m. Also, suspend the town's peddling ordinance for the event and allow a portion of Morse Park Meadows parking lot to be used to park construction vehicles, fire trucks, and police cars for kids to view during the event

End of Consent Agenda.

UNFINISHED BUSINESS:

a. OTHER UNFINISHED BUSINESS

There was no other unfinished business.

NEW BUSINESS:

**a. PRESENTATION OF THE FRIENDS FLOWERING BRIDGE FIVE YEAR
BUDGET AND EXPENSE SUMMARY**

Bill Miller, representing the Friends of the Flowering Bridge, gave an update on the Flowering Bridge and presented the five year budget plan and expense summary for the Flowering Bridge.

NEW BUSINESS:

**b. CONSIDER DIRECTING THE ZONING AND PLANNING BOARD TO REVIEW
AND MAKE A RECOMMENDATION CONCERNING VACATION RENTAL
OPERATING PERMIT PROCEDURE**

John Kilby read into the record a memo dated March 5, 2013 from the BOA chairman Stephen Webber concerning the following motion made by the Lake Lure Board of Adjustments:

"We feel the vacation rental permit process duties should be placed back under the control of the Zoning Administrator, who is a trained, qualified Town employee. The only vacation rental permits that should involve the BOA are when the Zoning Administrator deems it necessary due to an unusual issue or when the permit applicant disagrees with the decision of the Zoning Administrator. Our Zoning Administrator, at the inception of this new zoning process, completed over 180 vacation rental permit applications, and we feel she is the proper qualified Town staff member to process this permitting requirement."

Mr. Kilby gave an overview and background concerning the amendment proposed by the board.

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After discussion, Commissioner Bob Cameron made a motion to direct the Zoning and Planning Board to review the conditional use vacation rental permitting process and make a recommendation concerning vacation rental operating permit procedure. Commissioner John Moore seconded that motion and the vote of approval was unanimous.

NEW BUSINESS:

**c. CONSIDER APPROVAL OF THE LAKE LURE AND CHIMNEY ROCK
COMMUNITY IMAGE STYLE GUIDE**

Community Development Director Shannon Baldwin presented the Lake Lure and Chimney Rock Style Guide and gave a brief overview of the document. Mr. Baldwin asked that council approve the document for use until April, 2013, when other documents concerning image and branding will be proposed.

After discussion, Commissioner Bob Cameron made a motion to approve the Lake Lure and Chimney Rock Style Guide as presented. Commissioner John Moore seconded the motion and the vote of approval was unanimous.

NEW BUSINESS:

**d. CONSIDER ADOPTION OF RESOLUTION NO. 13-03-12 REQUESTING COUNTY
ASSISTANCE FOR AN AMERICORPS TRAILS STEWARDSHIP COORDINATOR**

Town Manager Chris Braund gave an overview of his memo to council outlining proposed Resolution No. 13-03-12 requesting assistance from Rutherford County for an AmeriCorps Trails Stewardship Coordinator.

After discussion, Commissioner John Moore made a motion to adopt Resolution No. 13-03-12 as presented. Commissioner Mary Ann Silvey seconded the motion and the vote of approval was unanimous.

TOWN OF LAKE LURE RESOLUTION NO. 13-03-12

AMERICORPS TRAILS STEWARDSHIP COORDINATOR PROGRAM

WHEREAS, the expansion of public hiking, biking and paddling trails in Rutherford County creates a need for ongoing stewardship, maintenance and expansion of these trails; and

WHEREAS, the strategy of the Town of Lake Lure and Rutherford County is to utilize organized, trained volunteer clubs under an "Adopt-A-Trail" concept; and

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WHEREAS, there is a need for these trail stewardship groups to be recruited, organized and trained; and

WHEREAS, the AmeriCorps Project Conserve program can provide a grant of a team member on a full-time basis for 11 months to serve as a Trails Stewardship Coordinator;

WHEREAS, the local match requirement for this grant resource is \$8,000; and

WHEREAS, this resource would be used to organize and train volunteer stewardship programs for public trails in Lake Lure and the rest of Rutherford County.

NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE:

That the Town of Lake Lure wishes to support the application for this AmeriCorps position and requests assistance from the Rutherford County Board of Commissioners to fund the \$8,000 local match requirement.

Should the grant award be made and the local match funded, the Town of Lake Lure agrees to provide office facilities and supervision for this resource, working in partnership with Jerry Stensland of the Rutherford Outdoor Coalition.

Adopted this date, March 12th, 2013 at Lake Lure, North Carolina.

NEW BUSINESS:

e. BOARD APPOINTMENT - ABC BOARD

Council members voted by ballot and Town Manager Chris Braund announced the following results:

Appointed Linda Samarotto to fill the remainder of Stewart Richardson's term on the Lake Lure ABC Board with a term ending December 31, 2013.

NEW BUSINESS:

f. APPOINT A MEMBER OF TOWN COUNCIL TO SERVE A THREE-YEAR TERM ON THE ISOTHERMAL PLANNING AND DEVELOPMENT COMMISSION BOARD OF DIRECTORS

Commissioner Bob Cameron, town council's current representative on the Isothermal Planning and Development Board of Directors, informed council that the board is composed of more staff representatives than elected officials and suggested that a town staff member serve on the board. Commissioner Cameron recommended that Community Development Director Shannon Baldwin be appointed to serve on the board.

Council members discussed the three Isothermal Planning and Development boards.

After discussion, Town Manager Chris Braund agreed to make a recommendation to town council concerning which staff members would be most appropriate to serve on an Isothermal Planning and Development board at a later town council meeting.

ADJOURN THE MEETING

With no further items of discussion, Commissioner Bob Cameron made a motion to adjourn the meeting at 8:15 p.m. Commissioner Mary Ann Silvey seconded the motion and the vote of approval was unanimous.

ATTEST:

Andrea H. Calvert
Town Clerk

Mayor Bob Keith

MINUTES OF THE SPECIAL BUDGET MEETING OF THE LAKE LURE TOWN COUNCIL HELD THURSDAY, MARCH 8, 2013, 9:00 A.M. AT THE LAKE LURE MUNICIPAL CENTER

PRESENT: Mayor Bob Keith
Commissioner Mary Ann Silvey
Commissioner Bob Cameron
Commissioner John W. Moore
Commissioner Diane Barrett

Christopher Braund, Town Manager
Ron Morgan, Fire Chief
Sam Karr, Finance Director
Thadd Hodge, Accountant

ABSENT: J. Christopher Callahan, Town Attorney

CALL TO ORDER

Mayor Bob Keith called the meeting to order at 9:00 a.m.

INVOCATION

Mayor Bob Keith gave the invocation.

APPROVE THE AGENDA

A motion was made by Commissioner Bob Cameron to approve the agenda as presented. Commissioner Diane Barret seconded the motion and the vote of approval was unanimous.

REVIEW AND DISCUSSION OF THE DRAFT BUDGET FOR FISCAL YEAR 2012-2013
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Charles Sullivan, Gary Wilson, and Ed Dittmer were also present to answer questions relating to the Fairfield Mountains Fire Department budget.

Town Manager Chris Braund gave an overview of the Lake Lure Fire Department and Fairfield Mountains Fire Department's preliminary budget items for fiscal year 2013-2014.

Council members discussed the preliminary budget for fiscal year 2013-2014.

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ADJOURN THE MEETING

With no further items of discussion, Commissioner Bob Cameron made a motion to adjourn the meeting 10:35 a.m. Commissioner John Moore seconded the motion and the vote of approval was unanimous.

ATTEST:

Andrea Calvert
Town Clerk

Mayor Bob Keith

Agenda Item: 8b



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Town of Lake Lure

P. O. Box 255 • Lake Lure, NC 28746-0255 • 828/625-9983 • FAX 828/625-8371

MEMORANDUM

To: Town Council
From: Sam A. Karr, Finance Director *SAK*
Date: February 8, 2013
Subject: Budget Amendment-Fire Dept. Donations Proceeds to Brush Truck

As you are all aware, the Town received a grant from Timken Corp. to purchase a new brush truck in the amount of \$40,500. It looks like a new replacement will cost around \$46,000; to cover the difference, we are requesting the balance of the fire department's donation account be transferred into the Brush Truck line item expense. In this way, we are not asking for any more money but transferring money around from the donations account that was to be used for special purchases. A **motion to move \$6,326.83 from "Fire Dept. Donations" (#10-213350) into "Brush Truck account (#10-80000-532)** will be required.

Let us know if you have any questions.

Enclosures: (1)

cc: Chris Braund, Town Manager
Thadd Hodge, Accountant
Ronald J. Morgan, Fire Chief

Sam Karr

From: Ron Morgan [llfire@bellsouth.net]

Sent: Sunday, March 24, 2013 1:35 PM

To: Sam Karr

Subject: Brush Truck Grant

Sam,

I hope to make a decision on the brush truck monday it looks like it is between Shelby Ford and Forest City Ford. The total is about \$46000 plus tax. We have grant of \$40,500 plus approx. \$6000.00 in donation account am I correct in assuming that tax will not come out of our account?

Ron Morgan
Lake Lure Fire Dept.

4/3/2013

Agenda Items: 10a & 10b

Memorandum



To: Mayor & Town Council

From: Andy Bell, Chair, MABD Steering Committee

CC: MABD Steering Committee & Support Staff

Date: April 1, 2013

Re: Market Assessment & Brand Development Project

On behalf of the MABD Steering Committee, I am honored to report that the Market Assessment & Brand Development (MABD) initiative that Council commissioned on August 14, 2012, via Resolution 12-08-12 is now complete. Over the past six months, the Lake Lure - Chimney Rock Community studied our market, listened to community stakeholders, built a brand and created a framework for implementing it. Our new brand will be invaluable to both communities as we reach out to our visitors, citizens, investors, and future residents. Our brand will be a foundational piece of our municipal and community marketing communication. At your April 9, 2013 meeting, we will present the following documents, along with a Resolution 13-04-09, for your review, consideration and adoption:

- Advertising Catalog
- Community Image Report (Com. Image Style Guide & Collateral Catalog)
- Logo Thumbnail Catalog
- Market Study Findings and Recommendations Report
- Photo Thumbnail Catalog
- ToLL Branding Implementation Overview

Resolution 13-04-09 outlines recommendations from the Steering Committee relative to ongoing implementation. In addition, we are providing a list of projects the Town of Lake Lure will be launching as part of the implementation effort. The Steering Committee, community members, business owners, Arnett-Muldraw, and the governing boards of both Lake Lure and Chimney Rock Village are to be commended for all that has been accomplished on behalf our community. It has been a pleasure serving throughout this important process.

RESOLUTION 13-04-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE LURE ADOPTING THE REPORTS, CATALOGS, AND RECOMMENDATIONS FROM THE MARKET ASSESSMENT, BRAND DEVELOPMENT AND MARKETING PLAN PROJECT PREPARED BY THE STEERING COMMITTEE APPOINTED BY RESOLUTION 12-08-14

WHEREAS, the Town of Lake Lure and Chimney Rock Village understands the need to partner in identifying and securing common interests; and

WHEREAS, the Town of Lake Lure and Chimney Rock Village jointly initiated a Market Assessment, Brand Development, and Marketing Plan project to facilitate sustainable economic growth and development for both municipalities well into the future; and

WHEREAS, this project has created good will and stronger friendships between the Town of Lake Lure, Chimney Rock Village, Rutherford County, and Chimney Rock State Park; and

WHEREAS, the Town of Lake Lure will use the information gathered from this project to refine the Town Center Master Plan per ED-1-3.1 of the 2007-2027 Comprehensive Plan, and to launch useful initiatives in support of the Lake Lure Town Center, economic development in general, and residential population growth as desired; and

WHEREAS, the following Steering Committee was appointed via Resolution 12-08-14 from the Lake Lure – Chimney Rock Community to provide relevant input, general guidance, and periodic evaluations to facilitate forward progress relative to this project:

Andy Bell, Chair
Charlie Ellis
Diane Barrett
Adrienne Wallace
Barbara Meliski
Genevieve Helms
Paula Jordan

Tom McKay
Kay Dittmer
Michelle Yelton
James Ledgerwood
Bob Wald
Tommy Hartzog
Linda Turner

WHEREAS, Arnett - Muldrow was retained by the Lake Lure Town Council to work under the direct guidance of said Steering Committee during project; and

WHEREAS, multiple stakeholder interviews and thematic roundtable forums were held with persons from the business community, community organizations, and local governments of the Lake Lure, Chimney Rock Community, and Rutherford County; and

WHEREAS, zip code surveys were distributed in August and October 2012 to Lake Lure - Chimney Rock Community business owners to gain knowledge regarding customers' point of origin; and

WHEREAS, Arnett – Muldrow conducted a community image building workshop that included focused roundtable discussion of marketing initiatives; and

WHEREAS, there exists a need to develop a prioritized project list and associated costs in the form of a multi-year budget; and

WHEREAS, there exists a need for ongoing oversight and an annual progress check on the implementation strategies and action plan; and

WHEREAS, there exists a need to institutionalize quality control through formal brand steward operations; and

WHEREAS, there exists a need to formally adopt and use the deliverables produced from the Market Assessment, Brand Development, and Marketing Plan project after completion;

NOW THEREFORE, BE IT RESOLVED, the Town of Lake Lure and Chimney Rock Village adopt the following documents as specified according to their titles:

- “Advertising Catalog”
- “Community Image Report” (Community Image Style Guide & Collateral Catalog)
- “Logo Thumbnail Catalog”
- “Market Findings and Recommendations Report”
- “Photo Thumbnail Catalog”
- ToLL Branding Implementation Overview

BE IT FURTHER RESOLVED, said Town of Lake Lure and Chimney Rock Village now creates a standing Community Marketing Committee (CMC) and invites the following *organizations to send a representative to serve on the CMC as it works to formulate a strategic plan for overseeing the use and oversight of documents, annual budgeting process, quality control operations via brand stewardship functions, and an annual progress check on the implementation strategies and action plan:

- Chimney Rock CDA
- Hickory Nut Chamber of Commerce
- Rutherford County TDA
- Rutherford County Board of Commissioners
- Rutherford County Economic Development Commission
- Rutherford County Airport Authority

Resolution No. 13-04-09

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- Chimney Rock State Park
- Rumbling Bald Resort
- Lake Lure Flowering Bridge
- Rutherford County Chamber of Commerce

*Those willing to participate from these organizations will join other individuals appointed by TOLL and CRV to serve on the CMC.

Adopted this 9th day of April 2013

Attest:

Andrea H. Calvert,
Town Clerk

Mayor Robert M. Keith

Agenda Item: 10c

RESOLUTION 13-04-09A

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE LURE SUPPORTING GRANT FUNDING FOR MOUNTAIN AREA HEALTH EDUCATION CENTER (MAHEC)

WHEREAS, the Town of Lake Lure assessed the demand for local medical services in 2006 by sending 2,992 surveys to all its property owners within the town limits to inquire about their desire for local medical service; and

WHEREAS, the Lake Lure property owners enthusiastically responded as evidenced by the 940 completed surveys received by the town resulting in a very high 31% return rate; and

WHEREAS, 65.6% of the respondents agreed that Lake Lure needs local medical offices and clinics; and

WHEREAS, 67.7% of the respondents agreed Lake Lure should work to attract medical providers; and

WHEREAS, 79% of the respondents favored adding healthcare facilities to the Lake Lure community; and

WHEREAS, the Town of Lake Lure created and adopted the 2007-2027 Comprehensive Plan complete with a goal, objective and policy in keeping with the community response regarding the need for local medical service; and

WHEREAS, the 2007-2027 Comprehensive Plan, Community Services and Facilities Section, SF Goal 2, Objective SF-2-1, Policy SF-2-1.4 specifies that the Town of Lake Lure should facilitate an adequate system of community services to improve the community's welfare by communicating with area healthcare providers to increase awareness of the community's desire for medical services and facilities; and

WHEREAS, the Town of Lake Lure and partners have been communicating accordingly and facilitating site location and approvals for local medical service for the community; and

WHEREAS, the Town of Lake Lure and Mountain Area Health Education Center (MAHEC) have developed a relationship to address medical services and facilities for the community;

WHEREAS, MAHEC has committed to establishing a primary care community health facility in the Town of Lake Lure for the local community and surrounding areas on a site located NC 9 close to the intersection of US 64/74A; and

WHEREAS, the Golden Leaf Foundation now offers a \$175,000 grant of support for the establishment of this facility in the Town of Lake Lure and requires a direct financial contribution to the project by the Town of Lake Lure.

NOW THEREFORE BE IT RESOLVED, the Town of Lake Lure will commit to investing \$17,500 to facilitate securing the needs of community relative to as expressed in the 2006 survey and as outlined in the 2007-2027 Comprehensive Plan in partnership with MAHEC.

Attest:

Andrea H. Calvert,
Town Clerk

Mayor Robert M. Keith

Agenda Item: 10d



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Town of Lake Lure

P. O. Box 255 • Lake Lure, NC 28746-0255 • 828/625-9983 • FAX 828/625-8371

MEMORANDUM

To: Town Council
From: Sam A. Karr, Finance Director *SAK*
Subject: General Fund Loan to Water/Sewer Fund
Date: April 5, 2013

In the 2007/08 fiscal year, the town council transferred \$342,500 from the General Fund to the Water & Sewer Fund to help cover the cost of sewer repairs and upgrades required by the State when the town was under a Special Order by Consent. At that time, we thought the Water & Sewer Fund would be able to repay the General Fund sometime in the future when it was financially able to do so. However, after 6 years the Water/Sewer Fund is still struggling financially because of continued operational challenges and a small customer rate base.

The town received our yearly financial letter from the LGC of concerns in the Water/Sewer Fund, mainly the loan on the books is showing that liabilities exceeds assets therefore causing unease from the LGC (please see attached letter). The loan is recorded using modified accrual accounting and does not affect the General Fund fund balance but has an affect on the Water/Sewer Fund balance sheet. The LGC recommends our funds to be separate self-supporting and shouldn't require tax payers to support water/sewer costs. However, it is our considered opinion that this loan was to help in capital outlay repairs and upgrades that were required and would eventually help the community as a whole in the development of major subdivisions. The State placed a moratorium on all new sewer connections until they were satisfied with the Town's repairs and the Special Order by Consent was lifted.

To help alleviate some of the financial stress in the water/sewer fund, we recommend the attached resolution to write off the General Fund interfund loan to Water/Sewer Fund.



JANET COWELL
TREASURER



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER
STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION

T. VANCE HOLLOMAN
DEPUTY TREASURER

February 20, 2013

The Honorable Robert M. Keith, Mayor
Town of Lake Lure
P O Box 255
Lake Lure, North Carolina 28746

Dear Mayor Keith:

The State and Local Government Finance Division in its role as staff to the Local Government Commission has analyzed the audited financial statements of Town of Lake Lure for the fiscal year ended June 30, 2012. Corrective action regarding the issues discussed below may improve both your financial condition and operations.

We noted signs of financial weakness in the Water and Sewer Fund indicating that the water and sewer system may not continue to be sustainable in its current form. At year end, current liabilities exceeded liquid assets (cash, investments, and receivables), an indication that the Fund may have difficulty in paying its current bills. The potential exists for cash flow problems to develop in meeting the Town's obligations to creditors, employees, and citizens. We also noted that the Water Sewer Fund owes \$342,500 to the General Fund. Each fund should be self-supporting; therefore, the financial condition of the Town's General Fund should not be compromised in order to support the operations of another fund. Because utility customers and property taxpayers are not necessarily the same groups of people, it is important for equity reasons to ensure that the General Fund and the utility enterprise funds are self-supporting. This means that the utility customers should not subsidize general government operations and property taxpayers should not subsidize utility services. If it is the Board's intent that the interfund loan be repaid, a repayment schedule should be approved by the Board that repays the loan by a reasonable amount each year. If it is not the Board's intent that this loan be repaid, it should be written off.

Please respond in writing within the next 30 days to each concern that we have raised in this letter. If you are planning to issue debt that requires the approval of the Local

The Honorable Robert M. Keith, Mayor
Town of Lake Lure
February 20, 2013
Page 2

Government Commission, we must have a complete response to this letter on file prior to the Commission's consideration of your debt application. If we can be of any assistance to you please contact me at 919-807-2380.

Sincerely,

A handwritten signature in black ink, reading "Sharon Edmundson". The signature is written in a cursive, flowing style.

Sharon G. Edmundson, CPA
Director, Fiscal Management Section

cc: Chris Braund, Manager
Sam Karr, Finance Officer
Martin Starnes & Associates, CPA

RESOLUTION NO. 13-04-09B

**A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF LAKE LURE,
NORTH CAROLINA, APPROVING A LOAN FORGIVENESS OF \$342,500
GENERAL FUND LOAN TO WATER & SEWER FUND**

WHEREAS, the Town of Lake Lure, North Carolina is a duly and regularly created, organized and validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina; and

WHEREAS, in 2008, the town transferred \$342,000 from the General Fund to the Water-Sewer Fund to help cover the cost of sewer repairs and upgrades required by the State of North Carolina under a Special Order by Consent; and

WHEREAS, although this transfer was classified as an interfund loan, the Water-Sewer Fund has not had sufficient resources to repay this loan, nor is it projected to be able to do so for some time because of continued operational challenges and a small customer rate base; and

WHEREAS, the Town acknowledges it has made rate increases of 3% each year for both water and sewer since FY 2008 (except for FY 2010) bringing the Town's rate schedule above most of its peers; and

WHEREAS, the Town acknowledges that it has potential cash flow problems in the Water & Sewer Fund and has made steps in cutting salaries in the fund; and

WHEREAS, the Town acknowledges that it has spent monies in Sewer to support changing over from a chemical treatment process to a biological; and

WHEREAS, Water & Sewer Fund has repaid the General Fund \$35,200 from settlement money it received in FY 2011 to cover attorney cost; and

WHEREAS, the Town Council, of the Town of Lake Lure, North Carolina, hereby determines that it is in the best interest of the Town to forgive a General Fund \$342,500 interfund loan to the Water & Sewer Fund; and

WHEREAS, the Town hereby determines that the loan forgiveness is essential to the Town's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that will permit the Town to carry out public functions that it is authorized by law to perform; and

WHEREAS, the Town hereby determines that, at present time, the loan write off has no negative effect on the General Fund or no property tax increases will be required and would have a positive effect on the Water & Sewer Fund balance sheet; and

WHEREAS, the Town hereby determines that the Water & Sewer Fund has direct influence on the Town as a whole in regards to infrastructure, which has a positive influence in helping bring potential customers and businesses into the community; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL, TOWN OF LAKE LURE, NORTH CAROLINA, AS FOLLOWS:

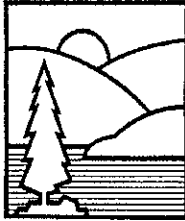
The motion to adopt this Resolution was made by Council Member _____; seconded by Council Member _____, and was passed unanimously by those members present at the meeting of the Town Council, Lake Lure, North Carolina, held on the 9th day of April, 2013.

Attest:

Andrea H. Calvert
Town Clerk

Mayor Bob Keith

Agenda Item: 10e



Incorporated 1927

TOWN OF LAKE LURE
Office of the Town Manager

TO: Mayor and Commissioners
FROM: Chris Braund
RE: Buffalo Creek Park – Trail Easement
DATE: April 5, 2013

Attached is an easement agreement between Rumbling Bald Resort (property owner) and the Town for trail building, maintenance and access in the vicinity of Buffalo Creek Park. I'm requesting Town Council's approval to execute this agreement.

Background

The eastern border of the Town's 200 acre Buffalo Creek parcel roughly follows Buffalo Creek and the old roadbed for Buffalo Creek Road. Our trail plan utilizes the old roadbed and calls for a construction of a bridge at the location of some old bridge abutments. Through our surveying, we discovered that the trail along the old roadbed will travel on both Town and Rumbling Bald Resort property. The Resort property is a long, slender finger that extends north from Bald Mountain Lake until it reaches Buffalo Creek road. The Resort, as supporters of the trail concept, have agreed to provide an easement for the trail that is perpetual as long as it will be used and maintained as a public trail.

With the easement in place, the Town can establish the trail and bridge wherever is most appropriate.

Cc: Ed Dittmer, Chair, Parks & Recreation Board
Shannon Baldwin, Community Development Director
Chris Callahan, Town Attorney

Legal Description for Buffalo Creek Park Trail Easement for the Town of Lake Lure

Being a portion of the property described in Deed Book 607 Page 757 as recorded in the Rutherford County, NC Registered of Deeds office as shown on an unrecorded plat by WNC Professional Engineers and Surveyors entitled "Buffalo Creek Park Trail Easement for the Town of Lake Lure" dated April 4, 2013.

BEGINNING at an iron pin in the western right-of-way line of Buffalo Creek Road also being a common property corner in the eastern line of the Town of Lake Lure property as shown on a recorded plat in book 31 page 131; thence with the western right-of way line of Buffalo Creek Road S23-33'-41" W a distance of 46.53' to an iron pin; thence leaving the said right-of-way and running with the western property line of Fairfield Communities, Inc property the next 4 calls S 59°55'39" W a distance of 142.39'; thence S 63°48'03" W a distance of 65.01'; thence S 35°29'14" W a distance of 88.30'; thence S 33°58'37" W a distance of 140.45'; thence S 62°53'36" W a distance of 33.48' passing an iron pin at 22.52' to a point in the centerline of Buffalo Creek; thence with the centerline of Buffalo Creek for the next 15 calls S 09°51'04" E a distance of 71.70'; thence S 02°20'30" W a distance of 43.98'; thence S 08°27'37" W a distance of 188.57'; thence S 29°15'47" W a distance of 169.88'; thence S 11°13'57" W a distance of 72.38'; thence S 25°52'20" W a distance of 76.64'; thence S 12°14'56" W a distance of 45.73'; thence S 21°37'17" W a distance of 71.43'; thence S 34°57'07" W a distance of 76.75'; thence S 16°33'10" W a distance of 62.65'; thence S 29°44'34" W a distance of 39.91'; thence S 35°31'28" W a distance of 61.78'; thence S 47°42'21" W a distance of 40.83'; thence S 21°32'21" W a distance of 54.64'; thence S 06°50'21" E a distance of 48.96'; thence leaving the centerline of Buffalo Creek thence N 82°03'28" W a distance of 59.61' to a point in the center line of West Lake Drive; thence with the centerline of West Lake Drive thence N 04°03'55" E a distance of 20.31'; thence leaving the centerline of West Lake Drive with the eastern property line of Fairfield Mountains POA property as described in deed book 938 page 192 N 18°52'32" E a distance of 314.89' to an iron pin being a common property corner in the eastern line of the Town of Lake Lure property as shown on recorded plat 31 page 131; thence the next 14 calls with the said Town of Lake Lure property N 85°20'33" W a distance of 56.76'; thence N 49°21'08" E a distance of 87.40'; thence N 16°37'54" E a distance of 250.52'; thence N 29°18'11" E a distance of 92.28'; thence N 45°09'17" E a distance of 108.58'; thence N 15°40'24" E a distance of 49.43'; thence N 01°19'19" E a distance of 87.62'; thence N 15°17'57" E a distance of 93.54'; thence N 39°11'28" E a distance of 231.94'; thence N 32°59'25" E a distance of 68.29'; thence N 45°58'58" E a distance of 39.61'; thence N 62°12'40" E a distance of 45.84'; thence N 65°35'53" E a distance of 52.06'; thence N 59°47'21" E a distance of 71.87'; thence N 63°40'04" E a distance of 61.70' to the Point of Beginning. Containing 2.84 acres

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

**DEFEASIBLE LIMITED NONEXCLUSIVE EASEMENT
RIGHT OF WAY AGREEMENT**

THIS DEFEASIBLE LIMITED NONEXCLUSIVE EASEMENT AND RIGHT OF WAY AGREEMENT, is made and entered into this the _____ day of _____, 2013, by and between the Fairfield Mountains Property Owners Association, Inc., a North Carolina Corporation ("Fairfield") and The TOWN of Lake Lure, North Carolina, a North Carolina body politic ("TOWN").

W I T N E S S E T H:

THAT WHEREAS, the TOWN desires to have a defeasible limited nonexclusive easement for a trailways for public ingress, transgress and egress over the lands of Fairfield as set forth as Exhibit A, attached hereto and incorporated herein by this specific reference ("Subject Tract"). The Subject Property is contiguous to property owned by the TOWN for public recreational pedestrian and mountain biking trailways system ("Town System");

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt or consideration of which is hereby acknowledged, the parties do agree as follows:

1. **Grant of Easement.** Subject to the terms of this Agreement.

(a) Fairfield hereby grants to TOWN a defeasible limited nonexclusive non-perpetual easement (the "Easement") as follows solely for the purpose ingress, egress and transgress of its invitees and licenses for recreational pedestrian use of the trailways for hiking, mountain biking and related activities ("Purposes") as further described in "Exhibit A" (the "Easement Area"). Fairfield expressly retains and reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such use does not unreasonably interfere with the rights herein granted, as determined by Fairfield.

(b) Fairfield grants the Easement to the TOWN only for so long as and upon condition that:

- (i) The Easement is a necessary part of TOWN System and that the TOWN System remains operative.
- (ii) The TOWN complies with all terms of this Agreement..
- (iii) The Easement shall be used solely for the Purposes, and no other.
- (iv) The TOWN, Fairfield or any other agency or person having jurisdiction or approval authority through appropriate action shall have approved this Easement.
- (v) The Purposes of the Easement are not terminated, relinquished or violated.

2. **Maintenance.** TOWN shall maintain any improvements constructed or installed or associated with the Easement or TOWN's use of the Easement Area in a good and workmanlike manner. The operation and maintenance of such improvements and of the Easement Area shall be at TOWN's sole cost and expense, but such maintenance, repair or alteration shall be mutually agreed upon by both parties, and any reasonable request will not be withheld. Only appropriate directive or safety signage shall be permitted on the trailways. No commercial use shall be allowed by the TOWN.

3. **Compliance with Laws, Directives.** TOWN shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at TOWN's sole cost and expense. TOWN shall comply with all directives of Fairfield regarding the Easement or use thereof.

4. **Hazardous Substances; Debris.** TOWN shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Easement Area or on any other real property of Fairfield adjacent to the Easement Area. TOWN shall prevent and be responsible for all debris and trash on the Easement Area and shall promptly clean the same from the Easement Area and maintain the Easement Area free and clear from such debris and trash.

5. **Relocation.** If in the opinion of Fairfield, the Easement unreasonably interferes with the present or future use by Fairfield of Fairfield's land TOWN may, at its option instead of termination, relocate the Easement to a substitute Easement Area reasonably suited to TOWN's needs and acceptable to Fairfield. The relocation costs shall be borne by TOWN.

6. **Fairfield Operations.** TOWN shall not materially or unreasonable interfere with the use by and operation and activities of Fairfield or its property, and TOWN shall use such routes and follow such procedures on Fairfield's property as shall result in the least damage and inconvenience to Fairfield. Fairfield shall have no obligation to provide or liability for not providing or other access to or from the Subject Tract or providing additional properties to the Easement. As a condition of this Agreement the TOWN, at its sole cost and expense, shall plan, build and maintain trailways in the Subject Tract compliant with all applicable laws, ordinances, zoning and restrictions and suitable to Fairfield. The easement and right of way herein granted shall be solely and exclusively for the Subject Tract and shall not extend to other lands of Fairfield or otherwise.

7. **Duty to Restore.** TOWN shall be responsible for any damage to Fairfield's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. TOWN shall promptly repair and restore to its original or Fairfield directed condition any of Fairfield's property, including, but not limited to turf and landscaping that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area or upon termination of the Easement.

8. **Indemnity.** This Easement is granted on the express condition that Fairfield is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of TOWN's, or its agents, officers, employees, invitees (including contractors) or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the

improvements thereto or personal property of TOWN thereon, including any liability for injury or death to persons or the property of TOWN, or Fairfield, or any of their contractors, agents, officers, members, employees, invitees, or licensees. TOWN hereby covenants and agrees to defend and indemnify Fairfield, its officers, employees, agents, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by TOWN or its licensees, invitees, contractors, employees, agents, or guests, however occurring.

9. **Ingress, Egress and Transgress.** TOWN has the right of access over and across the Easement Area solely for the Purposes as herein set forth.

10. **Default.** Upon breach of this Agreement by TOWN and failure to cure upon ninety (90) days written notice, (except that no notice shall be required for emergency or dangerous or hazardous circumstances) then this Easement shall terminate.

11. **Remedies.** This Fairfield shall have all remedies available at law or equity, including specific performance and injunctive relief, for enforcement of this Agreement. The remedies are cumulative and may be exercised singly, cumulatively, independently or successively. TOWN shall be responsible for and liable to Fairfield for all environmental damages, including special or consequential damages, including lost profits.

12. **Liens.** TOWN shall, at all times, keep the Easement Area free from any liens or claims arising on account of any act or on behalf of TOWN. Prior to commencing or contracting for any approved work to be performed on or about the Easement Area, TOWN shall provide written notice to all contractors, subcontractors, and material suppliers with respect to such work that any mechanic's lien claim on account of the provision of such work or materials shall attach only to TOWN's interest in the Easement under this Agreement and shall not, in any event, attach to any interest of Fairfield in the Easement Area. In the event any lien is recorded with respect to the Easement Area on account of any activity of TOWN or any use of the Easement Area by or on behalf of TOWN, TOWN shall, within ten (10) days of notice by Fairfield cause such mechanics' lien to be removed from the Easement Area by posting a bond as permitted by statute.

13. **Lease not intent to Purchase, no sublease.** It is expressly understood by the parties hereto that this Agreement does not in any way indicate any intent of Fairfield to sell or the TOWN to purchase said Subject Tract at any future date. The TOWN shall not have any right to assign this Agreement, nor sublet the Subject Tract or any portion thereof without approval of Fairfield, unless the assignment or sublease is for the purpose of maintaining the Town System.

14. **Inurement.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, and assigns. The rights and obligations set forth in this Agreement are intended to run with the land.

15. **Attorneys' Fees.** In the event of any litigation, arbitration, or other proceeding brought to enforce or interpret this Agreement, the prevailing party shall receive an award of its reasonable attorneys' fees and costs.

16. **Paragraph Headings.** Paragraph headings are included for reference purposes only and do not constitute part of this Agreement.

17. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of North Carolina.

18. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

19. **Notices.** All notices, demands, or other communications to any party under this Agreement shall be in writing (including facsimile transmission); shall be sent only by facsimile (with confirmation by United States Mail), by nationally recognized courier service, or by personal delivery; and shall be given:

If to Fairfield, to:

Fairfield Mountains Property Owners Association Inc.
ATTN: Board of Directors
112 Mountains Boulevard
Lake Lure, NC 28746

With copy to (but not notice to):

David C. Boggs
Wishart Norris Henninger & Pittman, P.A.
6832 Morrison Boulevard
Charlotte, NC 28211

If to TOWN to:

Town Manager
Town of Lake Lure
P.O. Box 255
Lake Lure, NC 28746

All such notices, demands, requests, or other communications shall be deemed received on the date of receipt by the recipient if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, demand, request, or other communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. Addresses for notice may be changed from time to time by notice to the other party.

20. **Waiver.** Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Agreement.

21. **Exhibit.** The parties acknowledge and agree that the Exhibit attached to this Agreement form an integral part of this Agreement and by this reference are incorporated herein as if set forth in full verbatim.

IN WITNESS WHEREOF, Fairfield and TOWN have each caused this instrument to be executed in its corporate or governmental name by its duly authorized officer all effective the date first above-written.

**FAIRFIELD MOUNTAINS PROPERTY
OWNERS ASSOCIATION, INC,**

By: _____
Name: _____
Title: President

THE TOWN OF LAKE LURE, N.C.

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

I certify that the following person(s) personally appeared before me this day and is/are personally known to me or identified by me through satisfactory evidence, and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated for Fairfield Mountains Property Owners Association, Inc.:

_____, _____

Date: _____

Notary Public

Print Name: _____

[AFFIX SEAL BELOW]

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

I certify that the following person(s) personally appeared before me this day and is/are personally known to me or identified by me through satisfactory evidence, and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated for Town of Lake Lure, N.C.:

_____, _____

Date: _____

Notary Public

Print Name: _____

[AFFIX SEAL BELOW]

My commission expires: _____

EXHIBIT A
DESCRIPTION OF EASEMENT AREA

DETAILED METES AND BOUNDS DESCRIPTION TO BE INSERTED BASED UPON
SURVEY TO BE OBTAINED BY AND AT THE EXPENSE OF TOWN.

Prepared by/Return to: David C. Boggs, Attorney at Law

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

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(b) Fairfield grants the Easement to the TOWN only for so long as and upon condition that:

- (i) The Easement is a necessary part of TOWN System and that the TOWN System remains operative.
- (ii) The TOWN complies with all terms of this Agreement..
- (iii) The Easement shall be used solely for the Purposes, and no other.
- (iv) The TOWN, Fairfield or any other agency or person having jurisdiction or approval authority through appropriate action shall have approved this Easement.
- (v) The Purposes of the Easement are not terminated, relinquished or violated.

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5. **Relocation.** If in the opinion of Fairfield, the Easement unreasonably interferes with the present or future use by Fairfield of Fairfield's land TOWN may, at its option instead of termination, relocate the Easement to a substitute Easement Area reasonably suited to TOWN's needs and acceptable to Fairfield. The relocation costs shall be borne by TOWN.

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improvements thereto or personal property of TOWN thereon, including any liability for injury or death to persons or the property of TOWN, or Fairfield, or any of their contractors, agents, officers, members, employees, invitees, or licensees. TOWN hereby covenants and agrees to defend and indemnify Fairfield, its officers, employees, agents, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by TOWN or its licensees, invitees, contractors, employees, agents, or guests, however occurring.

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Lake Lure, NC 28746

With copy to (but not notice to):

David C. Boggs
Wishart Norris Henninger & Pittman, P.A.
6832 Morrison Boulevard
Charlotte, NC 28211

If to TOWN to:

Town Manager
Town of Lake Lure
P.O. Box 255
Lake Lure, NC 28746

All such notices, demands, requests, or other communications shall be deemed received on the date of receipt by the recipient if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, demand, request, or other communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. Addresses for notice may be changed from time to time by notice to the other party.

20. **Waiver.** Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Agreement.

21. **Exhibit.** The parties acknowledge and agree that the Exhibit attached to this Agreement form an integral part of this Agreement and by this reference are incorporated herein as if set forth in full verbatim.

IN WITNESS WHEREOF, Fairfield and TOWN have each caused this instrument to be executed in its corporate or governmental name by its duly authorized officer all effective the date first above-written.

**FAIRFIELD MOUNTAINS PROPERTY
OWNERS ASSOCIATION, INC,**

By: _____
Name: _____
Title: President

THE TOWN OF LAKE LURE, N.C.

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

I certify that the following person(s) personally appeared before me this day and is/are personally known to me or identified by me through satisfactory evidence, and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated for Fairfield Mountains Property Owners Association, Inc.:

_____ , _____

Date: _____

Notary Public

Print Name: _____

[AFFIX SEAL BELOW]

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

I certify that the following person(s) personally appeared before me this day and is/are personally known to me or identified by me through satisfactory evidence, and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated for Town of Lake Lure, N.C.:

_____ , _____

Date: _____

Notary Public

Print Name: _____

[AFFIX SEAL BELOW]

My commission expires: _____

EXHIBIT A
DESCRIPTION OF EASEMENT AREA

DETAILED METES AND BOUNDS DESCRIPTION TO BE INSERTED BASED UPON
SURVEY TO BE OBTAINED BY AND AT THE EXPENSE OF TOWN.

