



Town of Waynesville, NC

Town Council Regular Meeting

Town Hall, 9 South Main Street, Waynesville, NC 28786

Date: May 28th, 2024 Time: 6:00 p.m.

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(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER - Mayor Gary Caldwell

1. Welcome/Calendar/Announcements

B. PUBLIC COMMENT

C. ADDITIONS OR DELETIONS TO THE AGENDA

D. CONSENT AGENDA

All items below are routine by the Town Council and will be enacted by one motion. There will be no separate discussion on these items unless a Councilmember so requests. In which event, the item will be removed from the Consent Agenda and considered with other items listed in the Regular Agenda.

2.
 - a. May 14, 2024 Regular Scheduled Meeting Minutes
 - b. May 14, 2024 Special Meeting Minutes-Budget Workshop #4
 - c. Call for a public hearing for June 25, 2024 to consider the Railroad Overlay Map Amendment (RR-O), per section 15.14 of the Land Development Standards (LDS).
 - d. Street Closure Schedule for erection of gateway sign on S. Main Street
 - e. Dissolution of trust naming Green Hill Cemetery as a beneficiary
 - f. Reschedule the Public Hearing for Revisions to Charter & Code of Ordinances to reflect change in governing body's name to June 11th, 2024.
 - g. Apple Harvest Festival Special Event Permit
 - h. Farm Fresh 5K Special Event Permit
 - i. Folkmoot Festival Special Event Permit
 - j. HayCo Pride Special Event Permit
 - k. Pride on Main Special Event Permit

Motion: To approve the consent agenda as presented.

E. PRESENTATION

3. Receive Manager's proposed 2024-25 operating and capital budget
 - Rob Hites, Town Manager

Motion: Receive the 2024-25 Manager's Proposed Capital and Operating Budget.

F. OLD BUSINESS

4. Longview Conditional District Map Amendment (Rezoning)
 - Town Attorney, Martha Bradley

Motions:

1. *Motion to find the Conditional District Map Amendment as proposed / amended as being consistent /inconsistent with the 2035 Land Use Plan and reasonable (or not) and in the public interest (or not).*
2. *Motion to approve / deny the proposed / amended Conditional District Map Amendment*

5. Request for changes to Hazelwood Commercial Area Parking
 - Rob Hites, Town Manager

Motion: Accept the report.

G. NEW BUSINESS

6. Audit of Pole Attachments
 - Rob Hites, Town Manager

Motion: Approve the contract with UTEK to conduct a pole attachment survey.

7. Interview Logistics for Planning applicants
 - Jesse Fowler, Assistant Town Manager

H. COMMUNICATION FROM STAFF

8. Manager's Report
 - Town Manager, Rob Hites
9. Town Attorney Report
 - Town Attorney, Martha Bradley

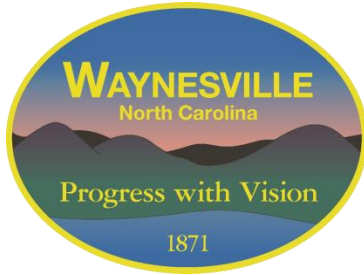
TOWN OF WAYNESVILLE – REGULAR SESSION AGENDA

May 28, 2024

- 3 -

I. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

J. ADJOURN



TOWN OF WAYNESVILLE

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CALENDAR

May 2024

ALL COUNCIL MEETINGS TO START AT 6:00 PM IN THE BOARD ROOM LOCATED
AT 9 SOUTH MAIN STREET UNLESS OTHERWISE NOTED

2024	
Fri June 7	Art After Dark-Main St 5-8pm
Tues. June 11	Town Council Meeting – Regular Session
Fri. June 14th	Mountain Street Dance 4-6pm
Tues. June 25	Town Council Meeting – Regular Session
Thurs. July 4	Town Offices Closed-Independence Day & Stars and Stripes Kids Parade 10am-3pm
Tues, July 9	Town Council Meeting – Regular Session
Fri. July 12 th	Mountain Street Dance 4-6pm
Tues. July 23	Town Council Meeting – Regular Session
Fri. August 9 th	Mountain Street Dance 4-6pm
Tues. August 13	Town Council Meeting – Regular Session
Tues, August 27	Town Council Meeting – Regular Session
Mon Sept. 2	Town Offices Closed-Labor Day
Tues, September 10	Town Council Meeting – Regular Session
Tues. September 24	Town Council Meeting – Regular Session
Tues. October 8	Town Council Meeting – Regular Session
Sat. October 12	Church Street Art and Craft Show 10am-5pm
Tues. October 22	Town Council Meeting – Regular Session
Thurs. October 31 st	Treats on the Street 5-7pm
Mon November 11	Town Offices Closed-Veteran's Day
Tues. November 12	Town Council Meeting – Regular Session
Thurs. & Fri. November 28 & 29	Town Offices Closed-Thanksgiving
Sat. November 30 th	Christmas Tree Lighting 6-7pm
Mon. December 2 nd	Waynesville Christmas Parade 4-6pm
Tues. December 10	Town Council Meeting – Regular Session
Sat. December 14	A Smoky Mountain Christmas 6-9pm
Tues, Wed, Thurs December 24, 25, and 26	Town Offices Closed-Christmas

Board and Commission Meetings – May 2024

ABC Board	ABC Office – 52 Dayco Drive	May 21st 3 rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	May 7th 1 st Tuesday 5:30 PM
Cemetery Commission	Public Services Building	January, March, July, and October 3 rd Tuesday 2:00 PM
Downtown Waynesville Commission	Municipal Building – 16 South Main Street	May 21st 3 rd Tuesday 8:30 AM
Environmental Sustainability Board	Municipal Building-16 South Main Street	May 2nd and 16th 1 st and 3 rd Thursdays 4:30pm
Firefighters Relief Fund Board	Fire Station 1 – 1022 N. Main Street	Meets as needed; <i>No meeting currently scheduled</i>
Historic Preservation Commission	Town Hall – 9 S. Main Street	May 1st 1 st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	May 20th 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	May 9th 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	May 20th 3 rd Monday 5:30 PM
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	May 15th 3 rd Wednesday 9:00 AM

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Regular Meeting
May 14, 2024

THE WAYNESVILLE TOWN COUNCIL held a regular meeting on Tuesday, May 14, 2024, at 6:00pm in the Town Hall Board Room located at 9 South Main Street Waynesville, NC.

A. CALL TO ORDER

Mayor Gary Caldwell called the meeting to order at 6:03 pm with the following members present:

Mayor Gary Caldwell
Mayor Pro Tem Chuck Dickson
Councilmember Jon Feichter
Councilmember Anthony Sutton
Councilmember Julia Freeman

The following staff members were present:

Rob Hites, Town Manager
Jesse Fowler, Assistant Town Manager
Candace Poolton, Town Clerk
Town Attorney Martha Bradley
Elizabeth Teague, Director of Development
Olga Grooman, Assistant Director of Development
Taylor Garland, Assistant Finance Director
Police Chief David Adams
Assistant Chief of Police, Brandon Gilmore
Members of the Public Services Department

Members of the Media:

Paul Nielson, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and announced that the next Town Council meeting will be held on May 28th. He reminded everyone that the town offices will be closed for Memorial Day.

B. PUBLIC COMMENT

Margaret Jones- Ms. Jones said her current residence never got flooded until a school was built in 1999. She said drainage continues to be an issue. She said the town installed a drainage pipe, but it wasn't big enough.

She said the water flowing down from Eagles Nest is ruining her fence and foundation and busted the pipes under her house. Mayor Caldwell recommended that Ms. Jones set an appointment with the Town Manager.

C. ADDITIONS OR DELETIONS TO THE AGENDA

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to add item #9, "Hazelwood Parking Issues" to the agenda under New Business. The motion passed unanimously.

D. CONSENT AGENDA

All items below are routine by the Town Council and will be enacted by one motion. There will be no separate discussion on these items unless a Councilmember so requests. In which event, the item will be removed from the Consent Agenda and considered with other items listed in the Regular Agenda.

2.
 - a. Approve the April 23, 2024 Regular Scheduled Meeting Minutes
 - b. Approve the April 17, 2024 Special Meeting Minutes-Budget Workshop #1
 - c. Approve the April 25, 2024 Special Meeting Minutes Cont.-Budget Workshop #2
 - d. Approve the May 1, 2024 Special Meeting Minutes Cont.-Budget Workshop #3
 - e. Adopt the DEQ Procurement Policy effective January 1, 2024.
 - f. Approve the addition of street footage on West Marshall Street to be reflected on our Powell Bill Inventory and would intersect West Marshall Street with Walnut Street and Russ Avenue
 - g. Motion to reschedule the Public Hearing for May 28, 2024 to consider amendments to the Town Charter and Code of Ordinances to reflect the change in the governing body's name from "Board of Aldermen" to "Town Council."
 - h. Cancel the May 28th public hearing on the 2024-25 capital and operating budget and reschedule it for June 11th, 2024, at 6:00 p.m. to be held in the Council Chamber located at 9 S. Main Street.
 - j. Accept the State of NC CDBG-I grant of \$613,500 for water service improvements in the Sawyer/Explorer Street neighborhood and authorize Rob Hites, Town Manager and Charam Miller, Grants Manager to serve as authorized representatives for the grants
 - k. Accept the State of NC CDBG-I grant of \$1,376,957 for sewer service improvements in the Sawyer/Explorer/Muse/Hendrix Street neighborhood and authorize Rob Hites, Town Manager and Charam Miller, Grants Manager to serve as authorized representatives for the grants.
 - l. Approve the 17th Power of Pink 5K Special Event Permit
 - m. Approve the 2025 Gateway to the Smokies and Mighty Four Miler Special Event Application
 - n. Purchase of Merakal LLC. Digital Evidence Storage Cabinet

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to approve the consent agenda as amended, with the omission of item i: "Removal of absentee Board and Commission Members", to be placed on the agenda under New Business. The motion passed unanimously.

E. PRESENTATION

3. Final Mural Concept for the Pigeon Community Multicultural Development Center (PCMDC)
 - George Kenney, Waynesville Public Art Commission Chairman

WPAC Chairman George Kenney reported that the art commission had been working with artist Kristy McCarthy and the PCMDC staff and board to create a mural for the building. After listening sessions and community gatherings, Mr. Kenney said that Kristy created her final design of the mural. He said the mural will be 60 feet long and 12 feet wide on the PCMDC external wall. Council commented that the mural was beautiful and Kristy did an excellent job.

A motion was made by Councilmember Feichter, seconded by Councilmember Freeman , to approve Kristy McCarthy's final concept for the Pigeon Community Multicultural Development Center and to move forward with the mural installation. The motion passed unanimously.

F. PROCLAMATIONS

4. National Public Works Week
 - Mayor Gary Caldwell

Mayor Gary Caldwell declared the Week of May 19th through the 25th, National Public Works Week. He thanked the staff for all that they do to help the community and Waynesville's residents.

G. PUBLIC HEARINGS

5. Public Hearing to consider a Longview Subdivision Conditional District Map Amendment (Rezoning) Application, sections 2.7 and 15.15 of the Land Development Standards (LDS).
 - Assistant Development Services Director, Olga Grooman

A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to allow Attorney Clint Cogburn to speak for 10 minutes on behalf of his clients that are not present. The motion passed unanimously.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to open the public hearing at 6:26 pm. The motion passed unanimously.

Assistant Development Services Director Olga Grooman reported that the 3.49-acre portion of the 102-acre property at 176 Country Club Drive (PIN 8604-99-9023) is proposed as a subdivision of 12 lots for single-family homes. She said the area is within Waynesville Inn and Golf Country Club's property and within the corporate limits of the town. Ms. Grooman stated that the applicant is requesting a Conditional District Rezoning in order to develop the property on 12 individual lots of varying sizes and, as the application states, "with the balance

of the development areas to remain in a private common area as represented on the attached master plan.” She said the project is seeking flexibility in lot size, lot width, pedestrian facilities, civic space, alternative landscape plan, and driveway. If approved, Ms. Grooman said the request would amend the zoning map and create a Country Club Residential Low Density Conditional District (CC-RL-CD) and would relax the LDS requirements specifically for that property and as shown on the proposed master plan. Ms. Grooman said even though the applicant is asking for the aforementioned leniencies, staff submits that many don’t require exemptions as proposed.

She said that the subject property lies within Country Club Residential Low Density (CC-RL) district, which has the following purpose and intent statement (LDS 2.3.1):

“The Country Club Residential—Low Density District (CC-RL) is an area predominately comprised of large lot subdivisions with the Waynesville Country Club serving as its social and recreational center. While single-family homes are the dominant residential use in this area, townhouses and accessory apartments are also permitted. Connections to the South Main Street Business District should be enhanced as new development takes place. A residential scale is required for all new development. Tree preservation and proliferation along the South Main Street corridor is critical to the ambiance of the area.”

She added that although the district is classified low-density in LDS, the property is designated as *Residential-Medium to High Density* on the Future Land Use Map within 2035 Comp Plan:

“Located on lands suitable for higher density residential development that are readily accessible and where utilities are available. Uses are the same as those in the low/medium category above but with increased densities generally five to ten units per acre (5-10 units /acre) with some higher density in the Urban Residential zoning district and/or with Special Use Permits. Development should provide sidewalks or multi-use paths and connect to parks, schools, and commercial areas.” Ms. Grooman said that this Country Club’s property is designated for *medium/high density* on the Future Land Use Map, it is surrounded by properties designated as *Residential- Low to Medium Density* which means that the long-range vision for the Country Club specifically is to develop as medium to higher density.

Ms. Grooman proceeded to read the leniencies requested by the applicant:

- “ CC-RL is a residential district with a base density of 6 units/acre and up to 12 units/acre with a special use permit. The project proposes 12 units on 3.49 acres and is within the base density.
- CC-RL has a minimum size of 0.5 acre and a minimum lot width of 60 ft. As a part of the Cond. District, the developer is asking for leniency in minimum lot size and width standards. The proposed subdivision of 12 units will have various lot sizes, ranging from 0.13 acre to 0.27 acre.
- CC-RL has a minimum lot width of 60 ft. Per LDS 17.4, lot width is “ the distance between side lot lines measured at the front building line.” Although the developer is asking for leniency from the minimum district’s lot width of 60 ft, the project is compliant with this requirement as shown on the plan (*see attached scaled, colored plan*). The Council may still consider this request in case house placements will need to be modified on individual lots.
- CC-RL has the following setbacks: front, street side, and rear- 20 ft, side from adjacent lot- 10 ft, and setback between buildings is 15 ft (10 ft min.). The developer is asking to waive setback requirements for Cond. District. The building separation will still meet building and fire code requirements

- **Street Classification:** The project will connect to Longview Drive on both sides of the development via a proposed 20 ft roadway (“Lane”). The Fire Marshall and Building Inspections requested the proposed lane to be wider at both fire hydrant locations (past entrances) for fire access and to avoid blocking the road with fire trucks. At both hydrant locations, the lane needs to be at least 26 ft wide. The plan needs to be adjusted prior to issuance of the building permit. The developer agreed to comply with this requirement in his application
 - Due to the limited number of homes and low traffic volumes generated by the development, allow the developer to provide new transportation infrastructure per LDS 6.6.2. E- Lane design standards with a 20 ft driving width and not having a maximum length to allow connection to Longview Drive. The proposed Lane design within the development has been reviewed by Town’s zoning, building inspectors, fire, and public services. The staff finds that this “Lane” design as a street type is appropriate for this development with one addition of widening the road at fire hydrants, as noted above. In general, a Lane is a 20-ft wide street, maximum 800 ft-long, with a 5-ft sidewalk on one side (LDS 6.6.2. E). The plan shows these elements and in compliance with LDS Lane design standards.
 - The project proposes a 5-ft sidewalk along the new roadway within the development (a.k.a. Lane). Due to the steep topography of the site along the edge of the road and in consideration of pedestrian safety, staff submits that a sidewalk along the new Lane and away from the steep and curved areas of Longview Drive is appropriate and preferred. The sidewalk will connect to Longview Drive on both ends of the Lane. Additionally, staff recommends a condition that the developer grants an easement to the Town on the Country Club’s property, along the northern part of Longview Drive, for the Town to construct a public sidewalk in order to fill the existing gaps in the neighborhood
- **Civic Space:** The lots are created within the Existing Golf Course and its amenities. The developer is asking for credit for existing amenities. The staff finds it appropriate because dozens of acres of golf course and its amenities will greatly exceed a 5% civic space requirement.
- **Landscape:** The applicant is requesting to remove specific requirements of this section and prepare a “site specific landscape plan commensurate with the nature of the plantings contemplated on the Master Plan. Per LDS 8.2.4, “alternative landscaping plans may be used where unreasonable or impractical situations would result.” The situations include but not limited to lot configurations, topography, utility easements, or other site conditions. The project shows a conceptual Landscape Plan in the application materials (see colored copy). It includes several dense tree areas along Longview Drive and canopy trees along the newly proposed Lane within the development.
- **Parking and Driveways:** The applicant asks the removal of the requirements of this section. The proposed development will include the internal roadway within the development (Lane). It shows general compliance with Town’s street classification as described in LDS section 6 above.
 - **LDS 9.8.3 Driveway Access:** Each lot will include individual driveways that will connect to the proposed Lane within the development. Individual residential driveways shall have a width of 10 ft minimum. The proposed plan is compliant. The minimum spacing between the driveways in RL district is 40 ft. The developer asks to remove specific requirements, as stated above. Each driveway will connect to the Lane within the development traveled only by the residents. The proposal has been reviewed by Town’s public services, fire, and building inspections with no additional comments or concerns.

Ms. Grooman said that Staff submits that this Conditional District request is consistent with the 2035 Comprehensive Plan's goals 1 and 2 in that it continues to promote smart growth principles in land use planning and zoning and creates a range of housing opportunities and choices.

Councilmember Freeman asked what the objections were for the Planning Board to not unanimously approve the conditional zoning district. Ms. Grooman said Planning board voted 4 to 3 to not recommend based on the following:

- The applicant is requesting leniencies in all major categories of the zoning ordinance, including lot size, lot widths, setbacks, sidewalks, civic space, landscaping, and driveway spacing;
- The predominant concerns were lot sizes, widths, and setbacks being out compliance with the Low Density District requirement of the zoning;
- The board also expressed concerns about the lack of clear design guidelines for the houses to be constructed;
- The board considers this type of development to be more of a cottage development that would need to comply with all relevant provisions of the cottage ordinance; and
- The proposed development does not show reasonable compliance with our Land Development Standards and does not provide any accommodation or benefit to the surrounding community.

Councilmember Freeman then asked what the specific leniencies were that the applicant requested. Ms. Grooman said they were:

1. Minimum lot size standards for CC-RL shall not apply
2. Minimum lot width standards for CC-RL shall not apply
3. Setback requirements for CC-RL shall not apply
4. Design guidelines shall not apply (LDS Chapter 5)
5. LDS standards for the proposed "Lane" within the subdivision shall not apply (LDS 6.6.2. E)
6. At both hydrant locations, the proposed "Lane" needs to be at least 26 ft wide. The plan needs to be adjusted prior to issuance of the building permit to comply with Fire and Building Codes.
7. Civic space requirements of the LDS Chapter 7 shall not apply as the project claims credit for the existing amenities
8. Landscape requirements of the LDS Chapter 8 shall not apply as the project will propose custom landscaping plan
9. Driveway standards of the LDS Chapter 9 shall not apply

Councilmember Sutton asked out of the requested leniencies, which ones are the applicant actually compliant with. Ms. Grooman said they are compliant with lot width as the plan shows, design guidelines, proposed lane width, and landscaping. He then asked if the Planning Board gave any indication why the plan was not consistent with the 2035 plan. Ms. Grooman said they did not. Councilmember Dickson said the ordinance calls for the Planning Board to make a recommendation based on the compatibility with the surrounding properties, but he could not find the recommendation. Ms. Teague said they discussed the compatibility, but their finding was encapsulated in the statement that the applicant is asking for too many variances in relation to the lot size, width, and setbacks.

Ms. Teague said they are asking for leniency because they are trying to sell lots that other people will build on, so they can't be prescriptive because there has to be flexibility for future homeowners. Ms. Bradley reminded Council that if they approve the zoning ordinance as presented, what's actually built may not be compliant. Councilmember Dickson said the request to waive the civic space requirement means there is no guarantee of future civic space if they shut the golf course down. He said he read in the application that the lot owners would be required to become members of the country club which would give them access to the civic space, which means they are being required to pay for civic space that the Town ordinance requires. Councilmember Dickson pointed out that the town only requires one parking space for a single-family home. Councilmember Dickson asked if the Planning Department has considered soil contamination because the issue has been raised by residences. Ms. Teague said they haven't but suggested that Council make a condition of testing and impacts to adjacent properties. Councilmember Dickson said the ordinance mentions an environmental survey and that it includes identifying existing trees. He said there is an old oak tree on the site and would like information.

Councilmember Feichter mentioned the sidewalk agreement made for the Greenview development and asked if the proposed sidewalk with the Longview project was going to connect, and who would be responsible for maintaining the sidewalk. Ms. Grooman said the town would maintain the sidewalk. Ms. Teague said one of the concerns voiced by the Planning Board is they didn't see the public benefit of allowing the variances, but one public benefit was pedestrian safety. She said they would have to get an easement from the golf course to build a sidewalk up Longview.

Mr. Patrick Bradshaw requested that Attorney Cogburn provide the names of the people that he is representing. Attorney Cogburn gave the names to the Clerk.

Mr. Bradshaw said they have requested that the golf course fulfills the civic space requirement, and if the golf course were to cease to exist, he said they would be happy to set aside adjacent property in a plat that could serve in that role if Council would like. He said their understanding is that this plan does meet the 2035 plan goals. Mr. Bradshaw said the site plan is very real and they will 100% "married" to that site plan as the lots are proposed. He said the only reason they asked for an alternative compliance in landscaping was because in single-family developments, the only requirement is street trees. He said they don't want residents to lose the view if they were to plant street trees.

Mr. Bradshaw said they held two neighborhood meetings to get input from the community. He said there are 13 existing lots that address off Longview and those lots vary in size from .5 to .1 acres, with 8 of them being less than .33 acres. He mentioned that Waynesville Inn and Golf Club sees single family development as the most compatible development with the existing neighborhood. He said they do have a plan that could accommodate 30 townhomes without having to go through the town, but they don't feel that's the most appropriate use.

Architect Emily Clark reported that the setbacks will be a minimum of 5 feet, so houses will be 10 feet apart at a minimum. She said the heights of the homes will be 35 feet which is far less than the town's limit of 60 feet.

A motion was made by Councilmember Dickson, seconded by Councilmember Feichter, to extend the amount of time the applicant has for speaking. The motion passed unanimously.

Ms. Clark said the architectural guidelines are the same as the proposed Greenview project. She said homes will be a maximum of 3200 square feet.

Councilmember Dickson asked if there any parking restrictions. Ms. Clark said parking must be on the owner's lot, not the lane. Councilmember Freeman asked if there is recourse for someone who wants to put a home design on a lot that doesn't match the suggested guidelines. Ms. Clark said the architectural review committee is deed restricted. Ms. Bradley asked why the deed has not been recorded yet. Mr. Bradshaw said there is one in the works, but they did not feel that was going to be of interest of the council. He said they won't record until the project is approved. He added that each proposed home site will have two parking spaces and each home will most likely have garages. Councilmember Dickson asked how this development, with smaller lots and houses closer together, is compatible with the other properties. Mr. Bradshaw said land is land, and they are working with what they have to make the properties economical. He said land is not the largest issue, they don't want to extend lots across the golf course. Councilmember Dickson said the houses would still be closer together and more dense than the other properties. He asked what variation would be needed on a 60 foot wide lot. Mr. Bradshaw said it depends on the individual home, possibly none.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to extend the public comment session by another hour. The motion passed unanimously.

Attorney Cogburn stated that he represents the following individuals: -

- Michael Lee
- Harry and Molly Gamble
- Ben Franklin, IV
- Harry McCracken (speaking tonight)
- Troy and Victoria Whalen (Troy speaking tonight)
- Catherine Topel (speaking tonight)
- Trevor and Holly Markham
- Gerry Gilbert (speaking tonight)

Attorney Cogburn stated that it's important to consider what Council can hold the developers to, not what they say they're going to do. He said they're asking for too many variances which is atypical. He added that they are also dramatically reducing lot sizes. Mr. Cogburn said impacts to the surrounding properties by the proposed development include viewshed, property values, and additional traffic. He said there is a request to vary lot width which means they can change what they're going to do after approval. Mr. Cogburn said there's a departure from open and civic space because of proximity to the golf course, but the "civic space" is private and not open to the public. He added that it is concerning that they haven't recorded any deeds or officially committed to anything. He referenced the Comprehensive Plan said this plan is not a conservation minded design, is not preserving natural resources, does not affordable housing, and is not a benefit to the surrounding community. He noted that the Planning Board did recommend denying the applicant. He said he has submitted a list of suggested conditions months ago, and they rejected the conditions.

John Cox (in favor)- Mr. Cox stated that he lives on Greenview Drive as a full time resident and is located between the two projects. He said the applicant has made the property so much better and brought lots of visitors downtown. He said they could have built 30 townhomes, but they did not. He said it'll be good for local builders and tax revenue. He said he doesn't own the land and he can't tell people what to do with their property.

Steve Brown (in favor)- Mr. Brown said he was born on Longview, and now lives on Oakdale. He said the Country Club has been integral inside the town limits and they've been willing to do things necessary to help with the community. He said the property used to be failing and the entire property could've been a development, but the developers and new owners have saved the property. He said they hire locals and they need to allow them to continue to build homes that protect the views in front of existing residents.

Laura Hamre (against)- Ms. Hamre said she is against the amendments that have been proposed, specifically the lot width, setback, and building height. She said she is concerned that many units will be short term rentals and their views of the golf course will be impacted.

Gerry Gilbert (against)- Mr. Gilbert submitted signed petitions to the clerk. He said he's lived in Waynesville for seven years, and as a developer from Florida, he doesn't like the way Waynesville is growing.

William Whalen (against)-Waived his time.

Harry McCracken (against)- Mr. McCracken said he lives on Longview in the home he grew up in. He said he is concerned he will lose his view of the golf course and parking when short term rentals take over. He said that stormwater is currently an issue and the new development will make it worse.

Bo Prevost (against)-Ms. Prevost expressed her gratitude of the restoration of the inn and golf course, but disagrees with construction of 13 units on 3 acres. She said she is concerned about disrupting the integrity of the neighborhood and the property should be protected as much as possible.

Jay Hamre (against)- Mr. Hamre said he moved to Waynesville full time in December. He said he doesn't agree with the development. He said on one of the lots, the flat part was only 30 feet wide. He said he asked Mr. Bradshaw how they'd fit lot 12 in the plan and that Mr. Bradshaw responded that they wouldn't fit it in unless they got the variance approved. He also said that parking is a concern.

Chris Owen (in favor)- Mr. Owen said he lives on Rolling Drive in the house his grandfather built in 1959. He said their view was obstructed in the 90s by the planting white pines. He said he doesn't want the golf course to go away completely and in order for it to maintain itself as a golf course, ownership needs to be economically viable to the owners. He said the club has provided jobs and financial support to the community.

Catherine Topel (against)- Ms. Topel said she stands with others' concerns, specifically the lot size requirements and set back issues. She said they were told the houses would be 20 feet apart and that is too close.

Carol Feichter (against)- Ms. Feichter said there are too many variances, with too many houses that are too close together and the proposed development is not compatible with the rest of the neighborhood.

Linnea McAden (against)- Ms. McAden said that width of the lots is her primary concern. She said that the golf course isn't really a civic space and there's not enough parking. She said there are too many short term rentals as it is.

Bobbi Curris- Left the meeting and was not available to speak.

Marty Prevost (against)-Ms. Prevost said she is thrilled with the development that has been built, but wants new development to be compatible.

A motion was made by Councilmember Feichter, seconded by Councilmember Sutton, to hear the applicant's response to public comment. The motion passed unanimously.

Mr. Bradshaw said there is a misconception between traffic and speed. He clarified that there is a speed issue, but they do not have a traffic issue. He said he personally lives near a short term rental and he feels a good short term rental is better than a bad neighbor. As for the stormwater drainage, he said the golf course incurred costs to improve the drainage and they previously had a terrible failing sewer line and the town replaced that. He said that 60 feet is the width of lots, but they don't have to build on a lot less than that. He clarified that civic space is not intended to serve the public, but the people that live in that area.

Councilmember Dickson said he would like to leave the public hearing open and his concerns about the development is that it appears to be too dense. He said that many people that are opposed to the development actually like many things about the development, just not how close together they are. He asked if the developer can modify plans to make lots bigger, or if they could increase space between houses. He added that although there's no legal obligation, it would be great if the club could protect Harry McCracken's view. Councilmember Freeman agreed with Councilmember Dickson. She said the relaxed speculations, waivers, and exceptions, are concerning, but they need to take care of the residents that currently live there. Mr. Bradshaw said they are comfortable with action being taking now and this has been a four month process. He said making the lots larger so there are only six to eight lots are not economically viable, and then the houses become bigger which could block views.

Councilmember Feichter said the plan has good features, but is troubled by the Planning Board recommending denying the request. He added that he was moved by the significant opposition from community members. He said developments should promote a range of housing opportunities, and this proposed development promotes a finite set of buyers that probably don't live in Waynesville. Ms. Bradley offered to meet with the developer and staff and discuss conditions and Council agreed. She welcomed community members to leave their information to the clerk so they can be invited to the meeting.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to close the public hearing at 8:47pm. The motion passed unanimously.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to continue the vote at the next regular meeting. The motion passed unanimously.

6. A Public Hearing to consider a text amendment related to general corrections and updates, including protest petitions, tree preservation, and definition of townhomes.
- Assistant Development Services Director, Olga Grooman

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to move item 6, “A Public Hearing to consider a text amendment related to general corrections and updates, including protest petitions, tree preservation, and definition of townhomes”, to the June 11th meeting. The motion passed unanimously.

H. NEW BUSINESS

7. Interview Logistics for Waynesville Housing Authority applicants
- Jesse Fowler, Assistant Town Manager

Assistant Town Manager Jesse Fowler reported that the Waynesville Housing Authority has one vacancy and three applicants. He said that according to the Boards and Commissions Manual, Council must interview the applicants before appointing a new member. Councilmembers Dickson and Sutton agreed to interview the applicants.

8. Award Janitorial Contract for Town Facilities
- Julie Grasty, Asset Services Manager

Asset Services Manager Julie Grasty reported that the current contract will end June 30th, 2024. She said she sent the bid out to eight firms and did four walkthroughs of the facilities. She said it is the recommendation of staff to go to second lowest bidder. Ms. Grasty added that the new contract would be \$12,000 more expensive than the last one.

A motion was made by Councilmember Freeman, seconded by Councilmember Dickson, to award the Janitorial Contract to Clean Environments of Asheville Inc., with the contract ending June 20th, 2026, in the amount of \$86,366.04 annually. The motion passed unanimously.

9. Hazelwood Parking Issues
- Councilmember Anthony Sutton

Councilmember Sutton reported that Debi Hall is a merchant in the Hazelwood commercial district, and she has brought several parking and maintenance related items to the Council's attention.

A motion was made by Councilmember Sutton, seconded by Dickson, to recommend that staff study the issues and bring recommendations to the Council at their May 28th meeting. The motion passed unanimously.

10. Removal of absentee Board and Commission Members

- Elizabeth Teague, Director of Development Services

Councilmember Feichter said that he reached out to Peggy Hannah, and her sister is dealing with health issues. He added that she is a valuable member of the Planning Board and would be able to return to her duties after this situation passes. Councilmember Sutton said she could always reapply or be re-appointed when that time comes. Councilmember Freeman said her repeated absences are a disservice to other board members that take time to come to the meeting and that they have one of the most important jobs to do.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to remove Rodney Conard and Peggy Hannah from their respective positions on the Town's Planning Board and Historic Preservation Commission. The motion passed with Councilmembers Freeman, Sutton and Dickson voting in the affirmative, and Councilmember Feichter voting nay.

I. COMMUNICATION FROM STAFF

8. Manager's Report

- Town Manager, Rob Hites

Nothing to report.

9. Town Attorney Report

- Town Attorney, Martha Bradley

Nothing to report.

J. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Mayor Caldwell said that he and Councilmember Feichter attended the Mountain Creek Apartments grand opening, and the affordable housing is full up and they have a waitlist. Councilmember Feichter said he believed there were stipulations in the agreement that Council is to receive reports regarding the affordable housing. Councilmember Sutton said he will be attending the NC Transportation conference next week on behalf of the MPO. Councilmember Dickson reported that he went to the State Energy Conference, and it went well.

K. ADJOURN

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to adjourn at 9:13pm. The motion passed unanimously.

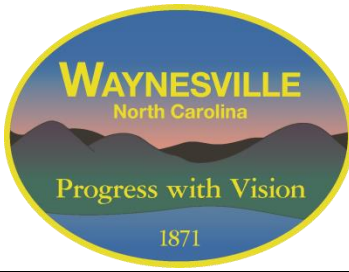
ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk

DRAFT



Town of Waynesville, NC

Town Council Special Called Meeting-Budget Workshop Cont

Municipal Building, 16 South Main Street, Waynesville, NC 28786

Date: May 14th, 2024 Time: 5:00 p.m.

The agenda and all related documentation may be accessed electronically at www.waynesvillenc.gov.
Click on "Government/Mayor & Council" to download materials for Town Council meetings.

Consider the environment ♦ Conserve resources ♦ Print only when necessary

The Town of Waynesville provides accessible facilities, programs, and services for all people, in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or accommodation for this meeting, please contact the Town Clerk at:
(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER

Mayor Gary Caldwell called the meeting to order at 4:10 pm with the following members present:

Mayor Gary Caldwell

Mayor Pro Tempore Chuck Dickson

Councilmember Jon Feichter

Councilmember Anthony Sutton

Councilmember Julia Freeman

The following staff members were present:

Rob Hites, Town Manager

Jesse Fowler, Assistant Town Manager

Candace Poolton, Town Clerk

Town Attorney Martha Bradley

Elizabeth Teague, Director of Development Services

Taylor Garland, Assistant Finance Director

Assistant Police Chief, Brandon Gilmore

Ricky Foster, Assistant Public Services Director

Page McCurry, Human Resources Director

Luke Kinsland, Recreation Director

Beth Gilmore, DWC Director

Members of the Media:

Paul Nielsen, The Mountaineer

B. DISCUSSION BY COUNCILMEMBERS

Mayor Caldwell said a 3.8 cent tax rate increase would give the Fire Department two firefighters and the Police Department \$49,000 starting salaries for officers. Councilmember Dickson asked what the starting salaries were for firefighters. Ms. McCurry said \$39,000. He asked what the consequences would be for the other employees if police salaries were increased. Mr. Hites said other employees would receive a 2.5% COLA and 2.5% career track. Councilmember Dickson mentioned that the overtime pay in this budget showed \$10,000 for the fire

department, and police with \$175,000, and he asked why it was so high. Mr. Hites explained that police department has been understaffed, so they've been having to cover a lot of shifts and the inability to recruit creates more overtime pay. Councilmember Dickson asked if the town is charging people to utilize staff for special events. Mr. Hites said they don't charge because special events bring commerce to the town and it's an incentive to use the town's police for free, but Council can charge if they wish. He said it costs \$3800 for a special event that requires staff (police, fire, trash, etc.).

Councilmember Freeman asked why the new proposed budget showed a reduction in cardio equipment. Mr. Hites said not all the machines need to be replaced at once, and he tried to make sure each department got something while keeping the tax rate increase at a minimum.

Councilmember Feichter asked Chief Webb on his thoughts about hiring two firefighters now, but not hiring two more later in January as previously discussed. Chief Webb said that still leaves two shifts vacant. Councilmember Feichter said he is comfortable raising taxes to provide two firefighters now, two later, and provide a \$49,000 salary for starting police officers. He mentioned that every time they lose a police officer, that costs the town \$63,000. He added that the town worked hard to get fully staffed, and now they're falling behind again. Councilmember Feichter said that no matter what Council decides in setting the tax rate, he would like to be more proactive in helping low-income folks in the community to make sure they know if they are in one of the tax-exempt programs.

Councilmember Sutton said raising taxes helps to keep small town values and provide a safe community for residents. He said if taxes are not raised, then there must be exponential growth to afford the services that residents want. Councilmember Sutton said he would raise taxes to whatever is needed to provide employees and citizens what they need. Councilmember Dickson said he does not want to raise taxes. Councilmember Freeman said the highest she could go is 2.5 cents. Mayor Caldwell said he proposed a 3.8 cent tax rate increase. Councilmember Dickson said a 4 cent tax raise increase would be \$100 a year on a \$245,000 home. Mr. Hites estimated that a 4.6 cent tax increase would pay for two more firefighters later as well as the police salary increase and two firefighters now.

C. SCHEDULE OF FURTHER BUDGET SESSIONS/BUDGET PUBLIC HEARING

Mr. Hites reminded Council that the Budget Public Hearing will be rescheduled to June 11th at tonight's Council meeting to allow more time to discuss the budget.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to adjourn the meeting at 4:56pm. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: May 28, 2024**

SUBJECT: Call for a public hearing for June 25, 2024 to consider the Railroad Overlay Map Amendment (RR-O), per section 15.14 of the Land Development Standards (LDS).

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact: Olga Grooman
Presenter: Olga Grooman

BRIEF SUMMARY:

Pursuant to the Waynesville 2035 Comprehensive Plan recommendations, the Town Planning Board examined the area along the railroad right-of-way for its land use challenges and opportunities. On July 17, 2023, the Planning Board unanimously recommended the text amendment establishing the Railroad Overlay District (RR-O) in sections 2.5.3 and 2.6.3 the LDS. On September 12, 2023, the Waynesville Town Council adopted the “Railroad Overlay District,” to create an option for more flexible mixed uses and development standards within the Town’s zoning. The Railroad Overlay District is now proposed as a zoning map amendment for the two areas (Frog Level and Hazelwood areas).

On February 29, 2024, staff held a community workshop to get feedback on the proposed areas to be included in RR-O. On May 20, 2024, the Planning Board held a public hearing and unanimously recommended the proposed map RR-O map amendments to the Town Council.

The proposed RR-O in Frog Level will start at Buffalo Lane and go all the way down to Killian Street. Richland Creek will serve as a northern boundary for the district. Most of the southern boundary will consist of the properties off Boundary Street and a few properties off Richland Street (see attached map). Eighty (80) properties will be designated as RR-O within this area. The total acreage of these lots is approximately 51 acres. The majority of these properties are within 400 feet from the railroad, with many of them directly adjacent to it. The area currently encompasses a diverse mix of businesses, including a multi-use building (paint body shop, landscaping service, powder coating business), Giles Chemical, car wash, storage buildings, various retail, coffee shop, brewery, dry goods supplier, and residential.

The proposed RR-O in Hazelwood will start just above the Town’s Finance office at 280 Georgia Avenue and will go down to the HVO property at 172 Riverbend Street. It will also include some of the Hazelwood “downtown” area. This proposed overlay is less dense and has fewer properties. Thirty (30) properties will be designated as RR-O there. The total acreage of these lots is approximately 38 acres. The majority of these properties are within 400 feet from the railroad, and many of them are directly adjacent to it (see attached map). The existing uses within this area include: Giles Chemical, HVO, gun store, bakery, urgent care, mini storage, Town’s Finance Department, Fire Station #2, coffee shop, doctor’s office, restaurant, and various mercantile.

The proposed overlay districts maintain all existing standards and uses of the current zoning district and only introduce additional uses that will be allowed to promote flexibility and more development options for property owners.

For more information about the railroad corridor study, visit
<https://www.waynesvillenc.gov/departments/development-services/rail-corridor-study>.

To access the Railroad Overlay District ordinance, see Section 2.6.3 of the Town's Land Development Standards (LDS):

<https://www.waynesvillenc.gov/departments/development-services/land-use-zoning-ordinances>

MOTIONS FOR CONSIDERATION:

1. Motion to call for a public hearing for June 25, 2024 to consider Railroad Overlay Map Amendment (RR-O), as recommended by the Planning Board.

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

- Draft Ordinance
- Proposed maps (2)

MANAGER'S COMMENTS AND RECOMMENDATIONS:

This is a call for public hearing only.

DRAFT FOR COUNCIL CONSIDERATION

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL LAND DEVELOPMENT MAP OF THE TOWN OF WAYNESVILLE

WHEREAS, the Town of Waynesville has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend said regulations from time to time in the interest of the public health, safety, and welfare; and

WHEREAS, the Town of Waynesville Land Development Map will implement an action item from the 2035 Comp Plan and create “a railroad overlay district to encourage redevelopment along the railroad corridor, especially in areas with access to existing/future greenway;” and

WHEREAS, the Town of Waynesville reviewed the Land Development Standards “to create opportunities within the Town of Waynesville’s industrial areas and along the railroad corridor,” as specified in the 2035 Comp Plan; and

WHEREAS, the Waynesville Town Council adopted the “Railroad Overlay District” with its standards to promote more flexible mixed uses and development standards within the Town’s zoning on September 12, 2023; and

WHEREAS, the Town of Waynesville Planning Board has reviewed the proposed map amendment and recommends that it is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest because:

- The Town of Waynesville will continue to “promote smart growth in land use planning and zoning;” (Goal #1);
- The Railroad Overlay District will “encourage in-fill, mixed use, and context-sensitive development.” (Goal #1);
- The Town will “create opportunities for a sustainable economy” (Goal #5);
- The Railroad Overlay will “promote Waynesville’s downtown districts, inns, restaurants, and reputation as the Gateway to the Smokies.” (Goal #5);
- The Town will “promote the growth of existing local businesses and Waynesville’s “maker economy.” (Goal #5); and

WHEREAS, the Planning Board has reviewed and recommends the proposed map amendment for enactment by the Town Council; and

WHEREAS, the Town Council find this Ordinance to be consistent with the Town’s 2035 Comprehensive Plan and that it is reasonable and in the public interest to “make decisions about resources and land use in accordance with North Carolina General Statutes.” and

WHEREAS, after notice duly given, a public hearing was held on **May 20, 2024** at the regularly scheduled meeting of the Waynesville Planning Board, and on _____ at the regularly scheduled meeting of the Waynesville Town Council;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WAYNESVILLE, MEETING IN REGULAR SESSION ON _____ AND WITH A MAJORITY OF THE COUNCIL MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

That the Official Land Development Map be amended with the following properties included in the Railroad Overlay, which will be imposed on various districts as follows:

Seventy-three (73) properties in Central Business District (CBD) will be designated as Central Business Railroad Overlay District (CBD-RR-O):

1. .29 acre property at 175 Buffalo Lane (PIN 8615-39-6870),
2. .22 acre property at 169 Buffalo Lane (PIN 8615-39-5787),
3. .69 acre property at 167 Buffalo Lane (PIN 8615-39-6656),
4. .55 acre property at 145 Shackford Street (PIN 8615-39-8638),
5. 1.68 acre unaddressed property off Buffalo Lane (PIN 8615-39-5428),
6. 1.25 acre property at 59 Buffalo Lane (PIN 8615-39-3443),
7. .3 acre property at 21 Buffalo Lane (PIN 8615-39-3380),
8. 2.31 acre property at 201 Boundary Street (PIN 8615-39-6104),
9. .84 acre unaddressed property off Shackford Street (PIN 8615-39-7378),
10. .29 acre property at 41 Branner Avenue (PIN 8615-38-7995),
11. .59 acre property at 216 Boundary Street (PIN 8615-38-6948),
12. .35 acre property at 68 Branner Avenue (PIN 8615-38-6886),
13. .3 acre property at 82 Branner Avenue (PIN 8615-38-5874),
14. .53 acre unaddressed property off Branner Avenue (8615-38-5719),
15. .55 acre property at Branner Avenue (PIN 8615-38-4722),
16. .68 acre property at 144 Boundary Street (PIN 8615-38-3819),
17. .66 acre property at 156 Boundary Street (PIN 8615-39-4030),
18. 2.51 acre property at 100 Charles Street (PIN 8615-39-0175),
19. 1.1 acre unaddressed property at Charles Street (PIN 8615-29-8393),
20. .42 acre property at 107 Water Street (PIN 8615-29-7370),
21. .41 acre property at 19 Fargo Lane (PIN 8615-29-6298),
22. .18 acre property at 14 Lily Pad Court (PIN 8615-29-6231),
23. .18 acre property at 22 Lily Pad Court (PIN 8615-29-6106),
24. .18 acre property at 30 Lily Pad Court (PIN 8615-29-5172),
25. .12 acre unaddressed property off Water Street (PIN 8615-29-5120),
26. .16 acre unaddressed property off Water Street (PIN 8615-29-5014),
27. .2 acre property off 19 Water Street (PIN 8615-28-4967),
28. 1.96 acre unaddressed property off Charles Street (PIN 8615-28-8938),
29. .81 acre unaddressed property off Water Street (PIN 8615-28-5985),
30. .31 acre property at 34 Water Street (PIN 8615-28-6807),
31. .27 acre property at 282 Depot Street (PIN 8615-28-4894),
32. .15 acre property at 270 Depot Street (PIN 8615-28-5737),
33. .34 acre property at 244 Depot Street (PIN 8615-28-6766),
34. .09 acre property at 240 Depot Street (PIN 8615-28-7702),

35. .26 acre property at 222 Depot Street (8615-28-7607),
36. .14 acre unaddressed property off Depot Street (PIN 8615-28-7644),
37. .14 acre property at 48 Water Street (PIN 8615-28-6974),
38. .98 acre property at 65 Boundary Street (PIN 8615-28-8808),
39. .16 acre property at 100 Boundary Street (PIN 8615-38-1866),
40. .17 acre property at 57 Charles Street (PIN 8615-38-1890),
41. .68 acre property at 150 Branner Avenue (PIN 8615-38-2696),
42. .43 acre property at 166 Branner Avenue (PIN 8615-38-2577),
43. .96 acre property at 182 Branner Avenue (PIN 8615-38-1437),
44. .92 acre property at 136 Depot Street (PIN 8615-28-9384),
45. .09 acre property at 157 Depot Street (PIN 8615-28-8226),
46. .14 acre property at 163 Depot Street (PIN 8615-28-7390),
47. .75 acre property at 185 Depot Street (PIN 8615-28-6451),
48. .37 unaddressed property off Suyeta Park Drive (PIN 8615-28-4266),
49. .23 acre unaddressed property off Miller Street (PIN 8615-28-3165),
50. .29 acre property at 244 Miller Street (PIN 8615-28-3008),
51. .59 acre unaddressed property off Miller Street (PIN 8615-27-2929),
52. 1.16 acre unaddressed property off Commerce Street (PIN 8615-28-2253),
53. .6 acre property at 216 Miller Street (PIN 8615-27-3839),
54. .93 acre property at 86 Suyeta Park Drive (PIN 8615-28-5168),
55. .58 acre property at 31 Suyeta Park Drive (PIN 8615-28-6004),
56. 1.03 acre property at 174 Miller Street (PIN 8615-27-4884),
57. .27 acre unaddressed property off Richland Street (PIN 8615-17-5626),
58. 1.52 acre property at 180 Richland Street (PIN 8615-17-2463),
59. 2.24 acre property at 182 Richland Street (PIN 8615-07-8281),
60. .5 acre property at 52 Killian Street (PIN 8615-07-7153),
61. .2 acre property at 70 Commerce Street (PIN 8615-28-2402),
62. .38 acre property at 66 Commerce Street (PIN 8615-28-2476),
63. 1.01 acre property at 40 Commerce Street (PIN 8615-28-3544),
64. .24 acre property at 283 Depot Street (PIN 8615-28-3786),
65. .11 acre property at 275 Depot Street (PIN 8615-28-3791),
66. .07 acre property at 267 Depot Street (PIN 8615-28-4619),
67. .08 acre property at 263 Depot Street (PIN 8615-28-4647),
68. .31 acre property at 10 Commerce Street (PIN 8615-28-4683),
69. .05 acre property at 24 Commerce Street (PIN 8615-28-4587),
70. .39 acre property at 188 Depot Street (PIN 8615-28-8424)
71. .9 acre property at 44 Boundary Street (PIN 8615-28-8560)
72. .9 acre unaddressed property off North Richland Street (PIN 8615-38-0697)
73. .04 acre unaddressed property off Depot Street (PIN 8615-28-5797).

Two (2) properties in Commercial Industrial District (CI) will be designated as Commercial Industrial Railroad Overlay District (CI-RR-O):

1. 5.3 acre property at 102 Commerce Street (PIN 8615-18-9472),
2. 1.56 acre property at 33 Bennett Street (PIN 8605-83-6614).

Two (2) properties in Commercial Industrial Conditional District (CI-CD) will be designated as Commercial Industrial Conditional Railroad Overlay District (CI-CD-RR-O):

1. 6.06 acre property at 75 Giles Place (PIN 8605-72-8357),
2. 1.94 acre property at 76 Giles Place (PIN 8605-72-8619),

Six (6) properties in the Main Street Neighborhood Residential District (MS-NR) will be designated as Main Street Neighborhood Residential Railroad Overlay District (MS-NR-RR-O):

1. .98 acre unaddressed property off Richland Street (PIN 8615-17-7729),
2. .59 acre unaddressed property off Commerce Street (PIN 8615-17-6703),
3. 1.5 acre property at 41 Richland Street (PIN 8615-17-6586),
4. .09 acre unaddressed property off Richland Street (PIN 8615-17-6520),
5. .15 acre property at 111 Richland Street (PIN 8615-17-5477),
6. .2 acre property at 129 Richland Street (PIN 8615-17-5401).

Twenty-four (24) properties in Hazelwood Business District (B-BD) will be designated as Hazelwood Business Railroad Overlay District (H-BD-RR-O):

1. 5.57 acre property at 150 Westwood Circle (PIN 8605-83-3950),
2. 5.18 acre property at 546 Hazelwood Avenue (PIN 8605-83-0282),
3. .94 acre property at 108 Georgia Avenue (PIN 8605-84-7047),
4. 2.29 acre property at 970 Brown Avenue (PIN 8605-83-6728),
5. .27 acre property at 1004 Brown Avenue (PIN 8605-83-7548),
6. .24 acre property at 1034 Brown Avenue (PIN 8605-83-7522),
7. .32 acre property at 378 Carolina Avenue (PIN 8605-83-7414),
8. .73 acre property at 533 Hazelwood Avenue (PIN 8605-82-0848),
9. .24 acre unaddressed property off Riverbend Street (PIN 8605-81-3753),
10. 6 acre property at 172 Riverbend Street (PIN 8605-82-2326),
11. .32 acre property at 493 Hazelwood Avenue (PIN 8605-82-3902),
12. .26 acre property at 409 Carolina Avenue (PIN 8605-83-4375),
13. .14 acre property at 405 Carolina Avenue (PIN 8605-83-5344),
14. .4 acre property at 114 Brown Avenue (PIN 8605-83-6353),
15. .23 acre unaddressed property off Carolina Avenue (PIN 8605-83-3298),
16. .56 acre property at 486 Hazelwood Avenue (PIN 8605-83-3048),
17. .5 acre property at 456 Hazelwood Avenue (PIN 8605-83-4171),
18. .5 acre property at 444 Hazelwood Avenue (PIN 8605-83-4294),
19. .36 acre unaddressed property off Brown Avenue (PIN 8605-83-6234),
20. .13 acre property at 1088 Brown Avenue (PIN 8605-83-6145),
21. .22 acre property at 430 Hazelwood Avenue (PIN 8605-83-6027),
22. .11 acre property at 428 Hazelwood Avenue (PIN 8605-83-6089),
23. .29 acre property at 400 Carolina Avenue (PIN 8605-83-6408),
24. .03 acre property at 1086 Brown Avenue (PIN 8605-83-6198).

Three (3) properties in Hazelwood Urban Residential District (H-UR) will be designated as Hazelwood Urban Residential Railroad Overlay District (H-UR-RR-O):

1. 1.24 acre property at 280 Georgia Avenue (PIN 8605-84-7137),
2. .97 acre property at 352 Georgia Avenue (PIN 8605-84-4370),
3. .5 acre unaddressed property off Georgia Avenue (PIN 8605-84-6408).

ADOPTED this _____ Day of _____, 2024.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

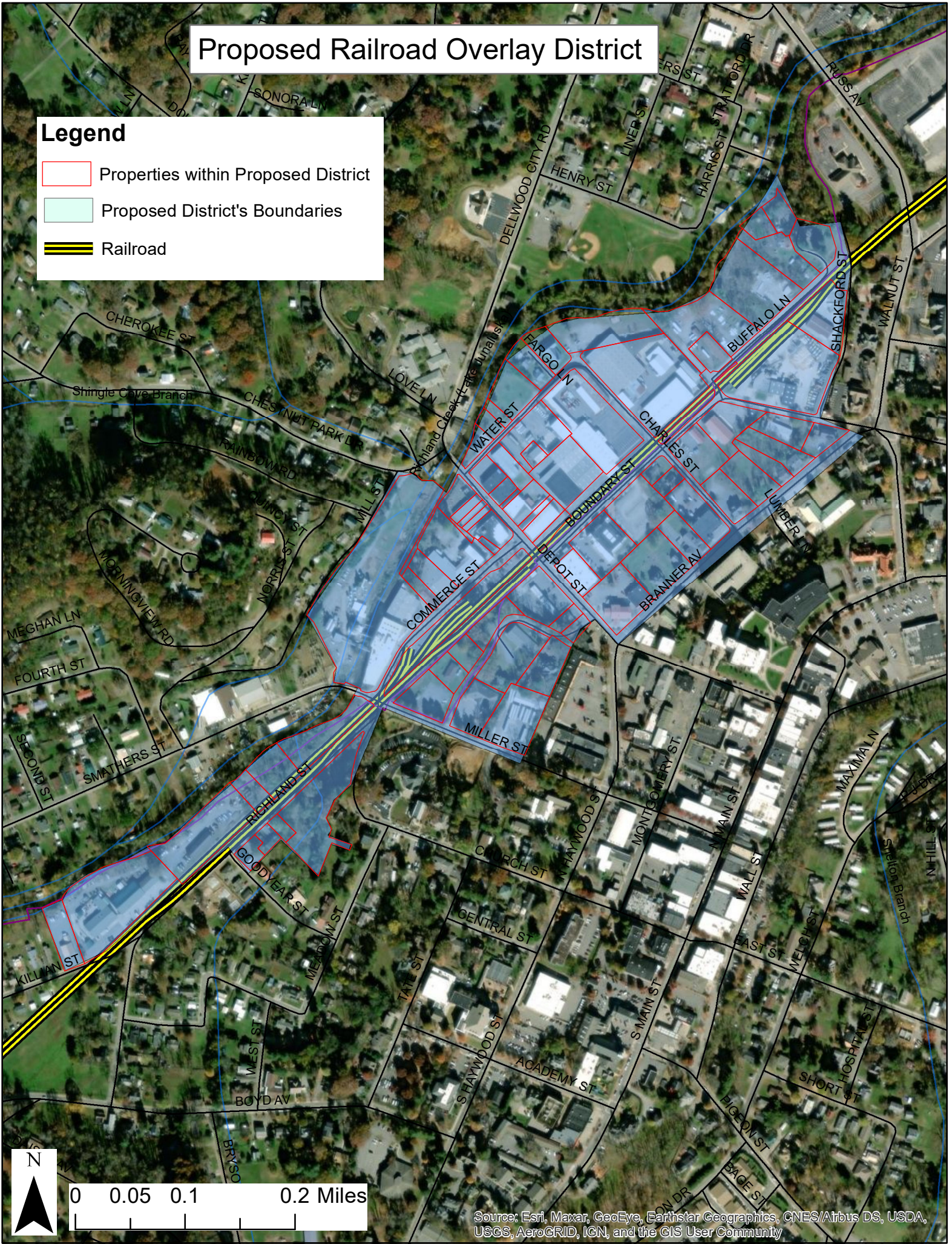
APPROVED AS TO FORM:

Martha Bradley, Town Attorney

Proposed Railroad Overlay District

Legend

- Properties within Proposed District
- Proposed District's Boundaries
- Railroad



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

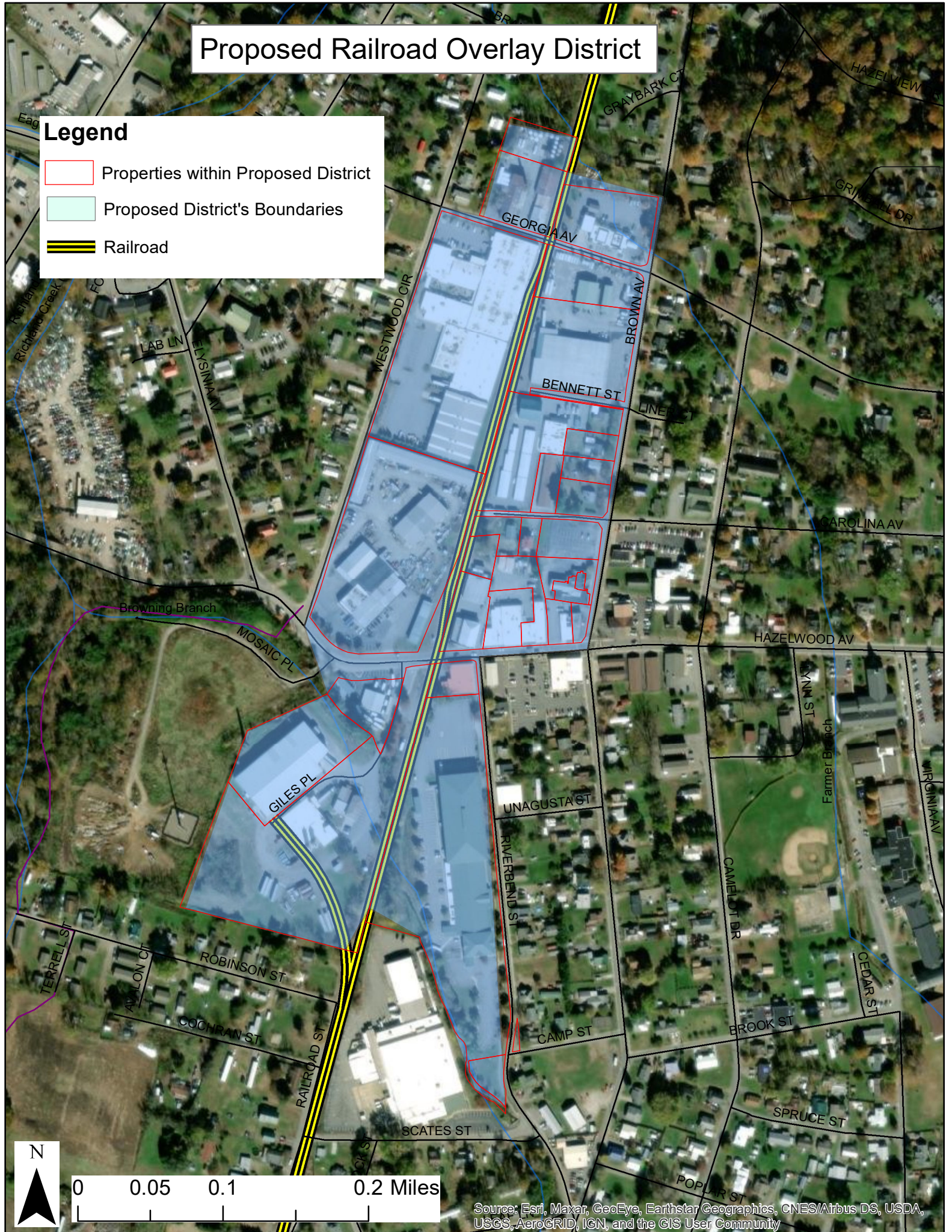
Proposed Railroad Overlay District

Legend

Properties within Proposed District

Proposed District's Boundaries

Railroad



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 5/28/24

SUBJECT Street Closure Schedule for erection of gateway sign on S. Main Street

AGENDA INFORMATION:

Agenda Location: Consent

Item Number:

Department: Streets

Contact: Jon Feichter

Presenter: Jon Feichter

BRIEF SUMMARY: The fabrication firm will be erecting the “Gateway to the Smokys” Sign Tuesday, May 28t The Town will close S. Main from Pigeon to East/Church from Tuesday when the contractor show up to as late at Thursday May 30. The Street will reopen when the contractor completes the work. S. Main will be used to stage the cranes used in the construction. I am attaching the detour plan that we have spent to DOT.

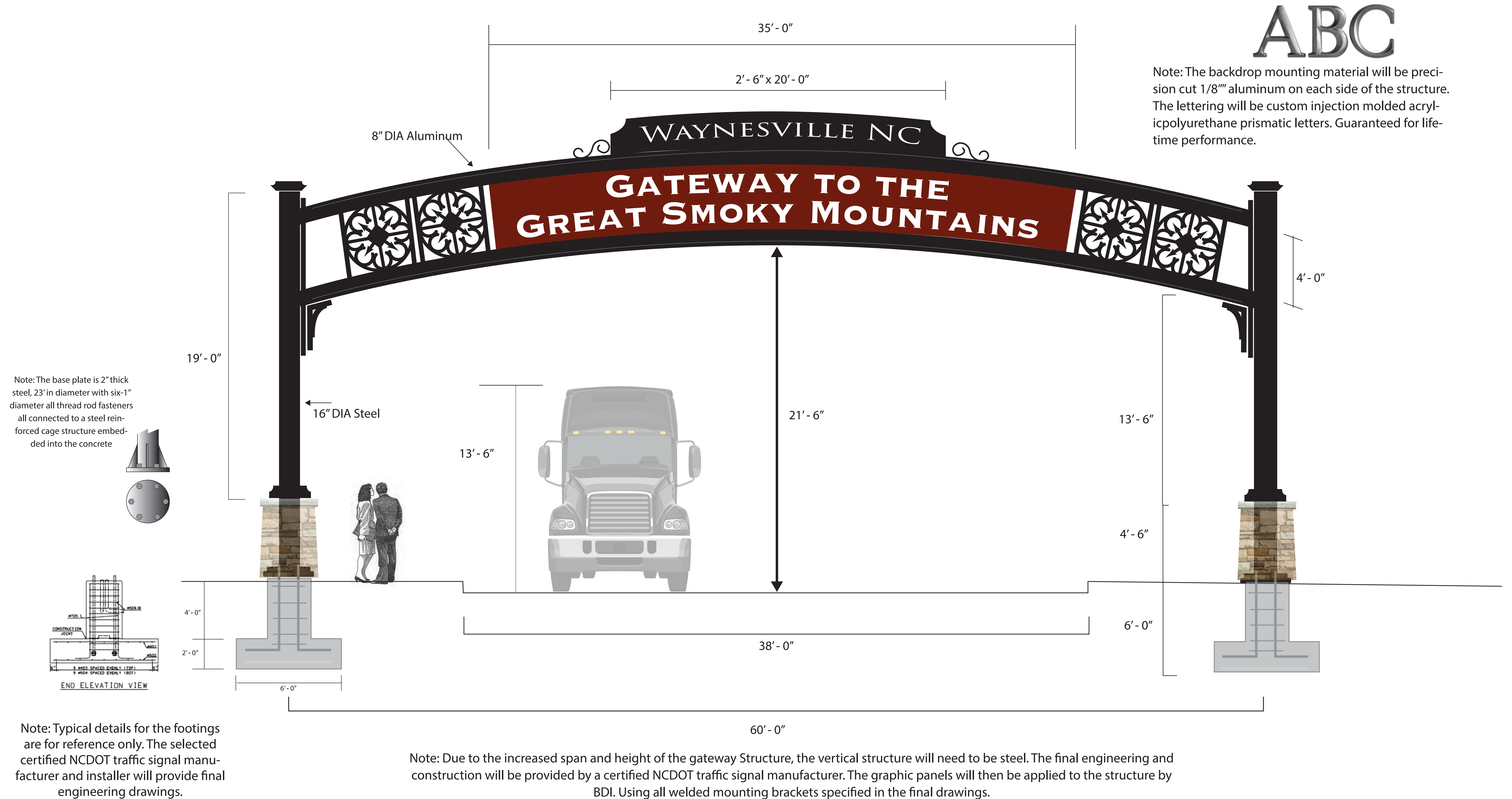
MOTION FOR CONSIDERATION: Request NC DOT to close US 276 from Tuesday May 28th- Thursday May 30th.

FUNDING SOURCE/IMPACT: General

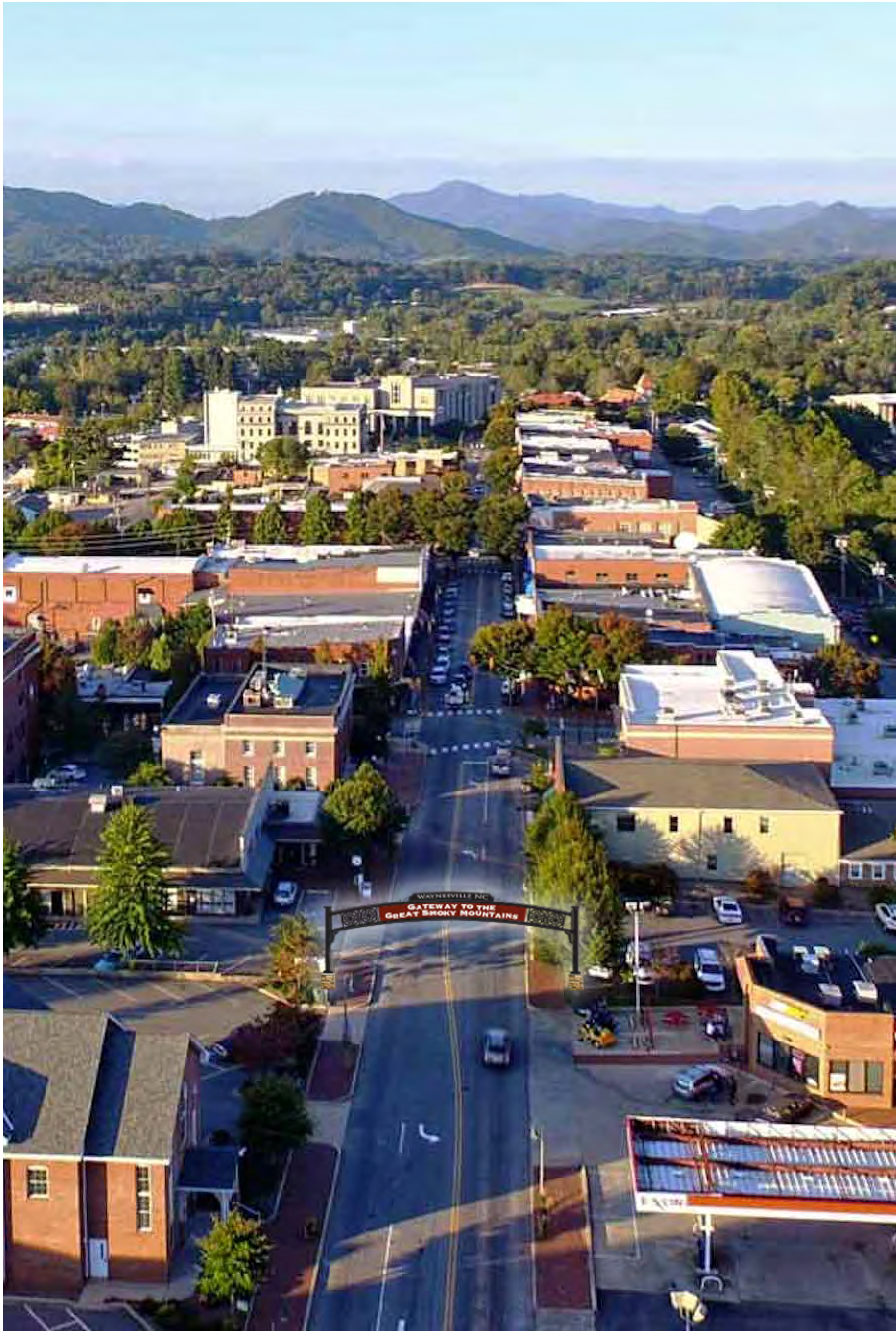
ATTACHMENTS: None

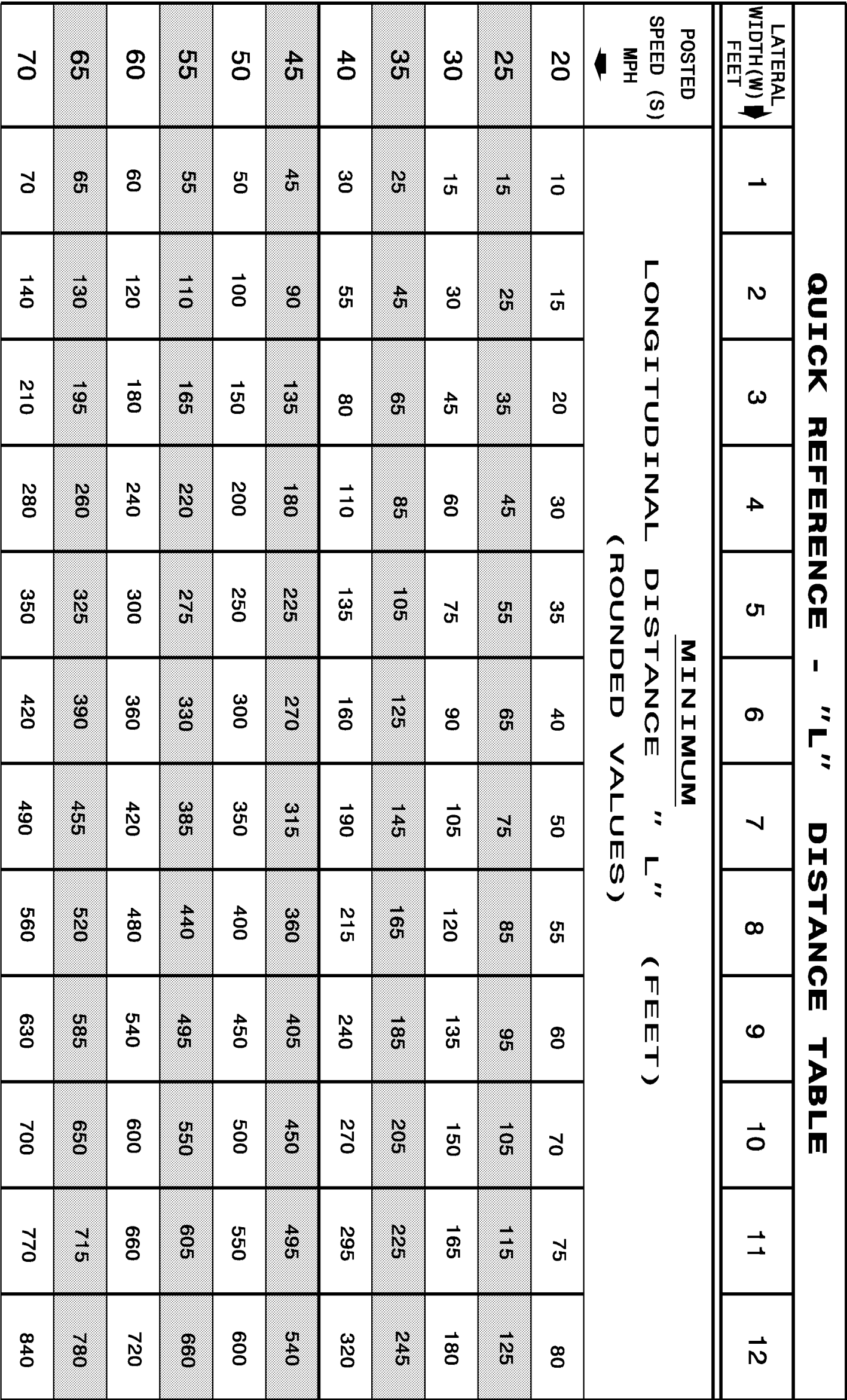
MANAGER’S COMMENTS: None

Gateway Monument Front Elevations



Installation Location





TYPES OF TAPERS

TAPER LENGTH

MERGING TAPER-----	1 MINIMUM
SHIFTING TAPER-----	1/2 L MINIMUM
SHOULDER TAPER-----	1/3 L MINIMUM
TWO-WAY TRAFFIC TAPER-----	100 FEET MAXIMUM
DOWNSTREAM TAPER-----	100 FEET PER LANE

1-TABLE FOR "L" DISTANCE IS BASED ON CHANNELIZATION TAPER FORMULA FROM THE M.U.T.C.D. WHERE:

40 MPH OR LESS

$$\text{FORMULA}$$

$$L = \frac{W \times S^2}{60}$$

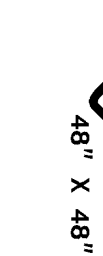
45 MPH OR GREATER

$$L_{\min} = S \times W$$

2-"L" DISTANCE IS FOR APPLICATION WITH CHANNELIZING DEVICE AND PAVEMENT MARKING TAPERS AND TRANSITIONS. CHANNELIZING DEVICES INCLUDE DRUMS, CONES, TUBULAR MARKERS, BARRICADES, RAISED ASPHALT ISLANDS, AND VERTICAL PANELS.



(SEE NOTE 5)



GENERAL NOTES

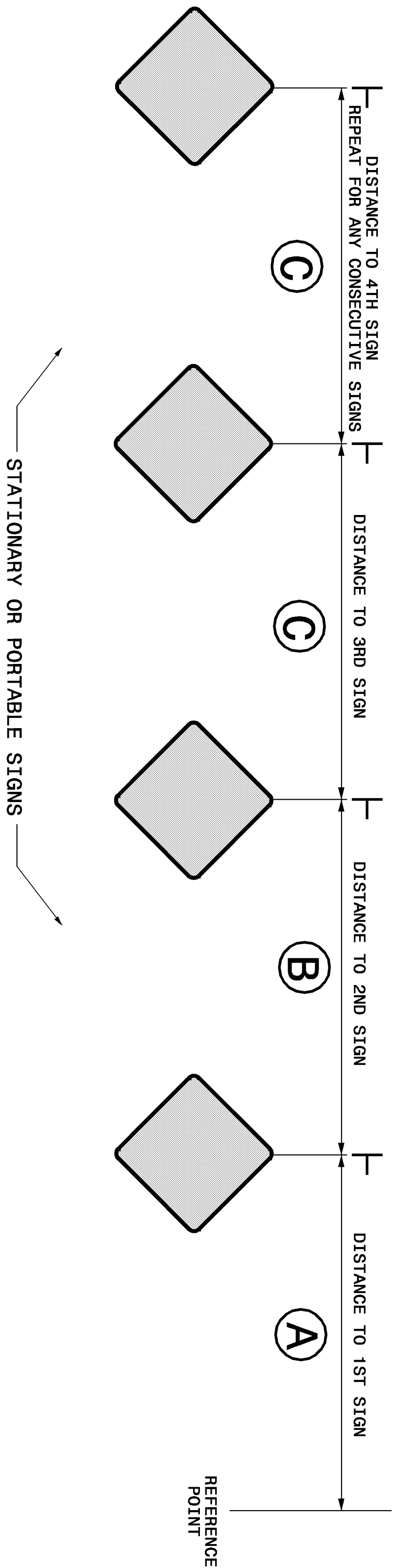
- DRUM
- ▶ STATIONARY OR PORTABLE SIGN
- ▶ DIRECTION OF TRAFFIC FLOW

1. PLACE SHOULDER CLOSURE SIGNS ON THE SAME SIDE AS THE SHOULDER THAT IS CLOSED.
2. PLACE DRUMS IN THE SHOULDER TAPER AT THE MAXIMUM SPACING EQUAL IN FEET TO THE POSTED SPEED LIMIT.
3. USE STATIONARY SIGNS FOR LONG TERM OPERATIONS (LONGER THAN 3 DAYS).
4. REFER TO STD. 1101.11 SHEETS 1, 3, & 4 FOR "L" DISTANCE, AND SIGN SPACING.
5. THE TWO-LANE, TWO-WAY DRAINAGE MAY BE APPLIED TO UNDIVIDED, MULTI-LANE FACILITIES.

GENERAL NOTES

- 1-USE THIS STANDARD DRAWING IN CONJUNCTION WITH OTHER TRAFFIC CONTROL ROADWAY STANDARD DRAWINGS WHERE SIGN SPACING DISTANCES A, B, C, ARE SPECIFIED.
- 2-APPLY THE ADVANCE WARNING SIGN SPACING CHART WHERE A SERIES OF 2 OR MORE SIGNS ARE USED. ALL SIGN SPACING DIMENSIONS ARE APPROXIMATE. FIELD ADJUST AS VARIOUS CONDITIONS OCCUR, SUCH AS LIMITED SIGHT DISTANCE, OBSTRUCTION INTERFERENCE, ETC.

ADVANCE WARNING SIGN SPACING CHART			
POSTED SPEED LIMIT (MPH)	RECOMMENDED DISTANCE BETWEEN SIGNS (FEET) ±		
	(A)	(B)	(C)
≤ 35	200	200	200
40-50	350	350	350
55	500	500	500
CONTROLLED ACCESS ROADS (≥ 55)	1000	1500	2700



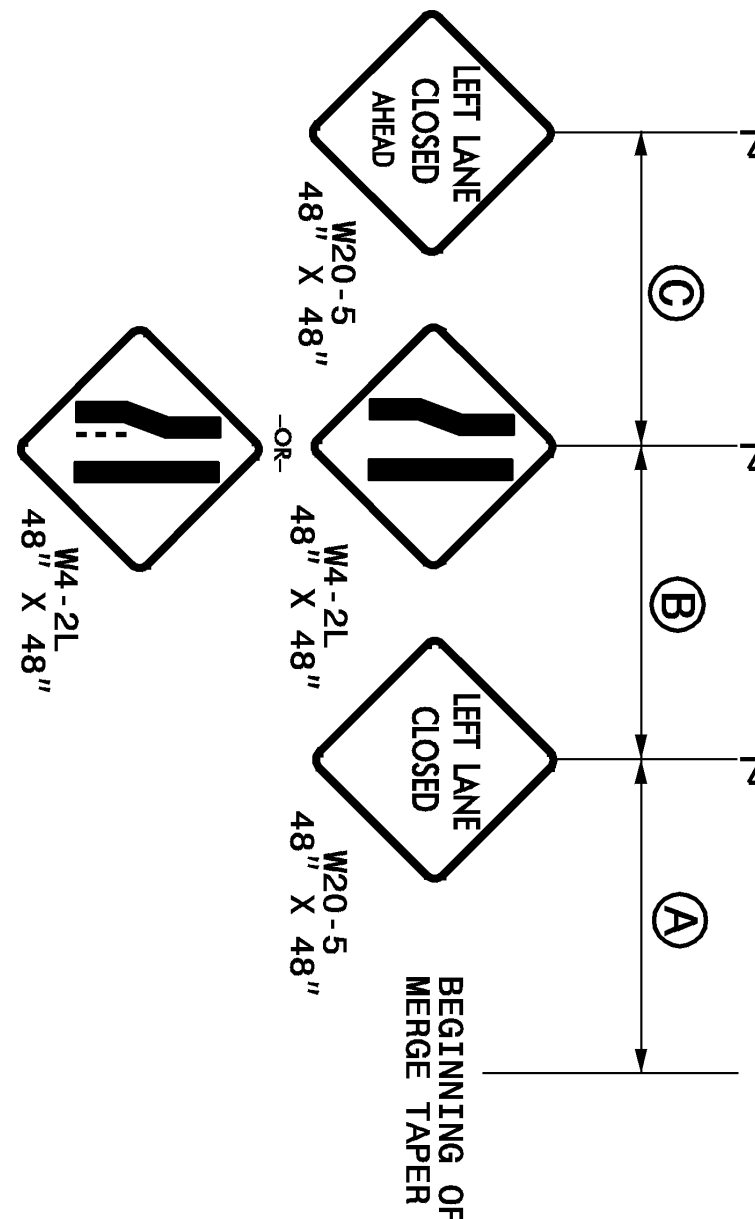
ENGLISH STANDARD DRAWING FOR
TRAFFIC CONTROL DESIGN TABLES
SPACING OF TEMPORARY SIGNS IN SERIES

7-06 STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

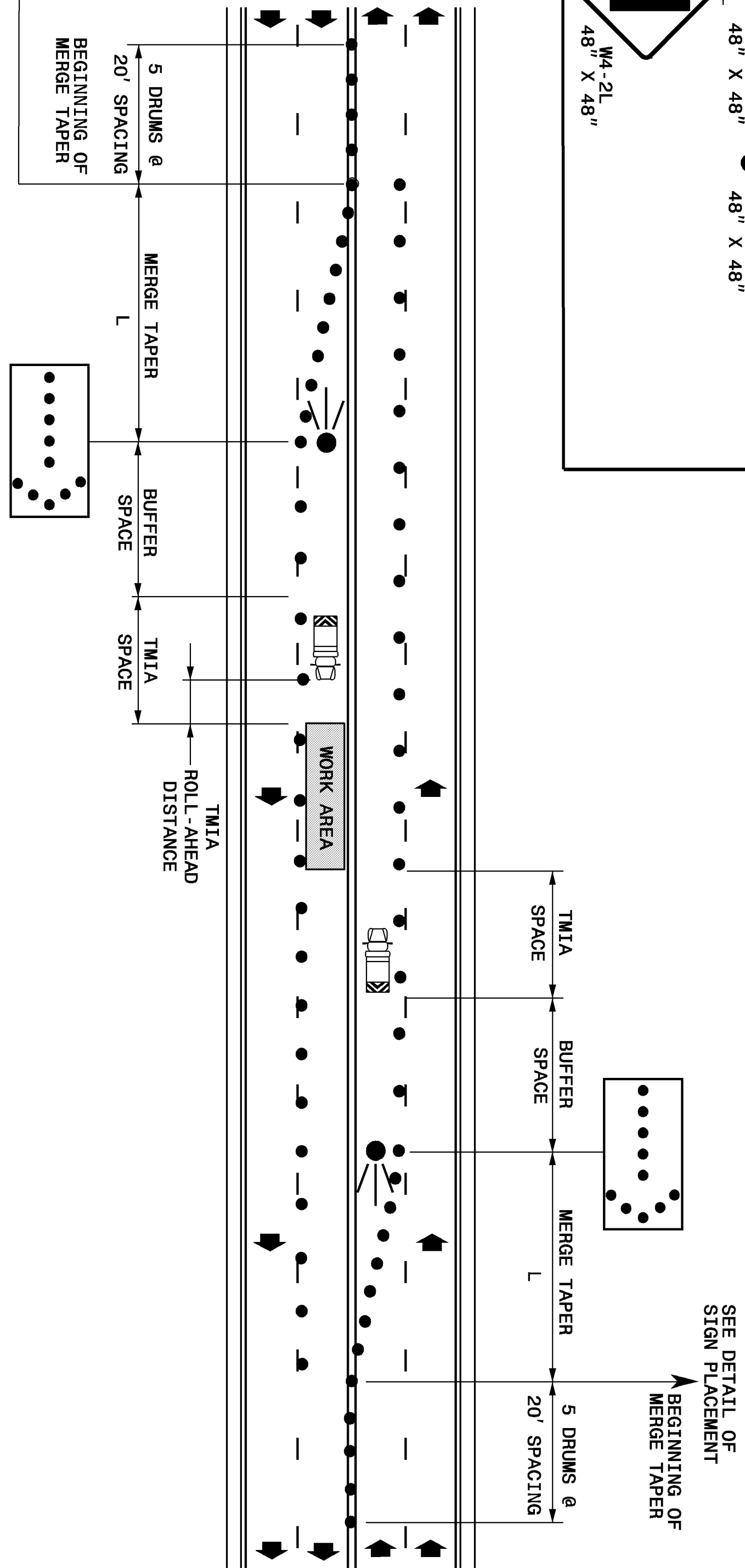
SHEET 4 OF 4
1101.11

DETAIL OF SIGN PLACEMENT

SIGNS ARE REQUIRED ONLY ON THE RIGHT SIDE OF EACH ROADWAY



LEFT LANE CLOSURE



LEGEND

- FLASHING ARROW PANEL (TYPE C)
- TRUCK MOUNTED IMPACT ATTENUATOR(TMIA)
- DRUM
- PORTABLE SIGN
- DIRECTION OF TRAFFIC FLOW

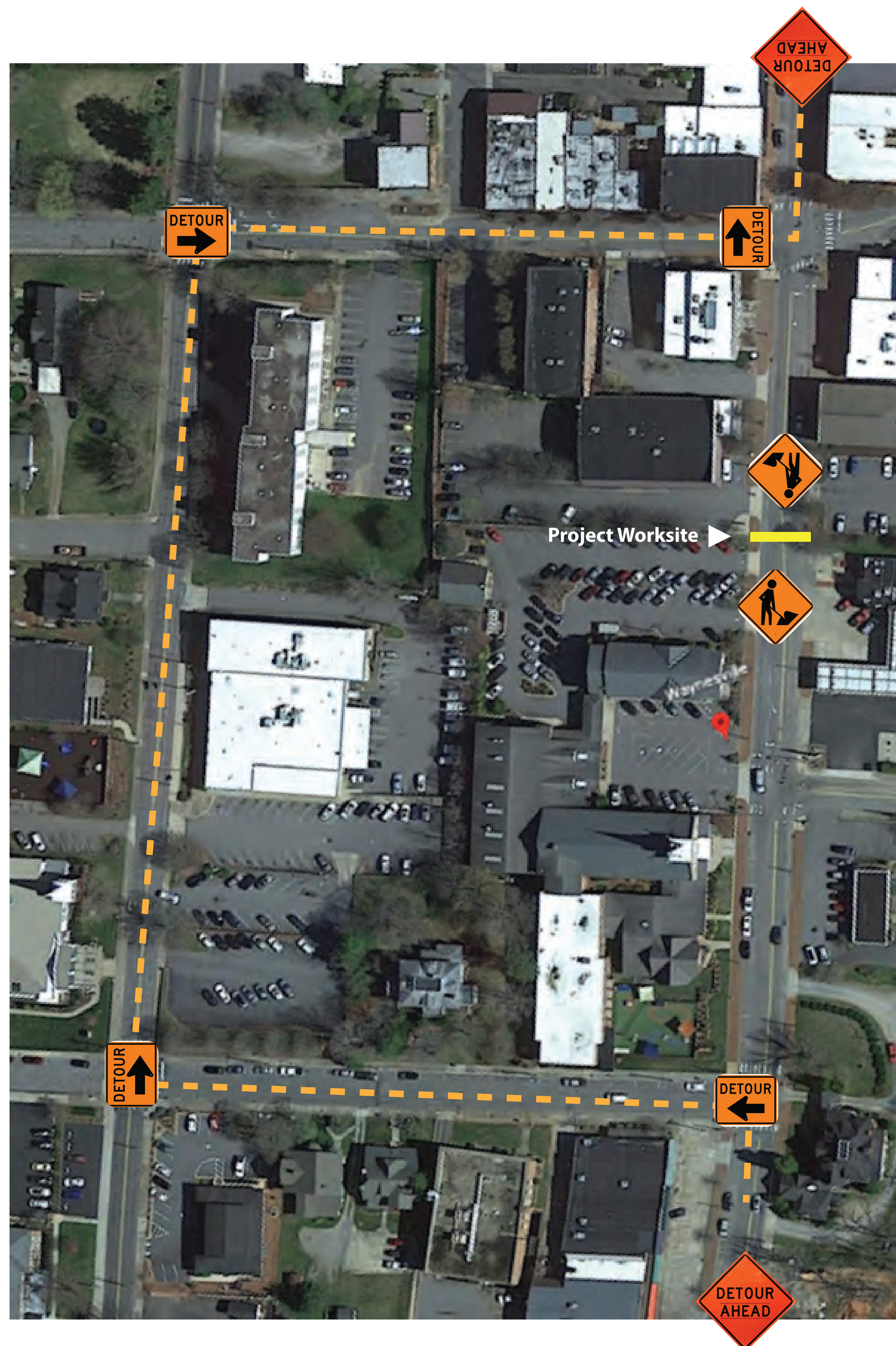
GENERAL NOTES

- 1- RIGHT LANE CLOSURES ON UNDIVIDED ROADWAYS ARE THE SAME AS FOR DIVIDED ROADWAYS AS SHOWN ON STD. 1101.02 SHEET 3, WITH THE EXCEPTION THAT THE APPROACH WARNING SIGNS ARE NOT REQUIRED TO BE MOUNTED ON THE LEFT SIDE OF THE ROADWAY.
- 2- REFER TO NOTES ON STD. 1101.02 SHEET 3.

ENGLISH STANDARD DRAWING FOR
TEMPORARY LANE CLOSURES
UNDIVIDED MULTI-LANE ROADWAY
CENTER LANES CLOSED

7-06 STATE OF NORTH CAROLINA
DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
RALEIGH, N.C.

SHEET 4 OF 9
1101.02



Notes about traffic control and safety:

During construction of the side supports and foundations, traffic can be routed away from the curb by closing all all parallel parking and using the turn lane as a straight lane as well. Live flaggers will be on site if needed.

The full detour will only be needed when the center section is lifted into place by crane.

Lane safety will be performed by Wright or AWP Traffic Safety



Note: 4- Traffic Barriers will be required for up to 24 Hrs.

TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: May 28, 2024

SUBJECT: Dissolution of trust naming Green Hill Cemetery as a beneficiary

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Legal
Contact: Martha Bradley
Presenter: **Martha Bradley**

BRIEF SUMMARY: An attorney with Fox Rothschild LLP, which represents financial institutions that currently serve as trustees for trusts that were created for the benefit of particular cemetery plots and/or charitable purposes, contacted me to obtain court approval to terminate these trusts and distribute the assets to the respective interested party or parties (i.e., cemeteries and/or charities). They would like the Town's consent to this termination. Wells Fargo Bank is currently the trustee for trusts that benefit specified plots in Green Hill Cemetery.

MOTION FOR CONSIDERATION: To approve the dissolution of the trust(s) and authorize the Mayor to execute the attached "Receipt, Release, Refunding & Indemnification Agreement" and "Consent and Joinder."

FUNDING SOURCE/IMPACT: None

ATTACHMENTS:

1. Petition to Terminate and Approve Distribution, Conditions, and Costs/Fees
2. Receipt, Release, Refunding & Indemnification Agreement
3. Consent and Joinder

COMMENTS AND RECOMMENDATIONS

Prior to her last day with the Town, I provided a copy of the Petition to Misty Hagood who confirmed that the Finance Department could receive and allocate the funds for cemetery upkeep.

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
23-SP-_____

In Re

CEMETERY TRUSTS HELD BY
WELLS FARGO, N.A.

**PETITION TO TERMINATE AND
APPROVE DISTRIBUTION, CONDITIONS
AND COSTS/FEES**

PRELIMINARY DECREE

AND NOW, this _____ day of _____, 2023, upon consideration of the Petition to Terminate and Approve Distribution, Conditions and Costs/Fees of Wells Fargo Bank, N.A. (the “Petition”), it is hereby **ORDERED** and **DECREED** that:

1. A hearing on the Petition will be held on the ____ day of _____, 2023, in Courtroom _____ of 200 N. Main Street, Winston-Salem, NC 27101.

BY THE COURT:

J.

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
23-SP-_____

In Re

CEMETERY TRUSTS HELD BY
WELLS FARGO, N.A.

**PETITION TO TERMINATE AND
APPROVE DISTRIBUTION, CONDITIONS
AND COSTS/FEEES**

ORDER

AND NOW, this _____ day of _____, 2023, upon consideration of the Petition to Terminate and Approve Distribution, Conditions and Costs/Fees of Wells Fargo Bank, N.A. (“Petitioner”) (the “Petition”), trustee of the cemetery trusts listed on Exhibit A of the Petition (collectively, the “Trusts”), and any response thereto, it is hereby **ORDERED** and **DECREED** that the Petition is **GRANTED**.

It is **FURTHER ORDERED** that, except as set forth below, each Trust shall terminate and its remaining assets, less final costs and expenses (each, the “Net Assets”), shall be distributed, outright, to the applicable recipient set forth on Exhibit A of the Petition (each, a “Recipient” and collectively, the “Recipients”), to be used by each Recipient for the restricted purpose(s) set forth on Exhibit A of the Petition, if any.

It is **FURTHER ORDERED** that the Net Assets of the below Trusts shall be distributed, as follows:

- a. The A. Fisher Cemetery Trust: To Holy Trinity Lutheran Trust.
- b. The Karl Von Ruck Cemetery Trust: Five Thousand Dollars (\$5,000.00) of the Trust’s Net Assets to Asheville Cemetery, with the remaining Net Assets to United Way of Asheville and Buncombe County.
- c. The Edmondson Allen Cemetery Trust: In equal shares, to Green Hill Cemetery and Bethel Cemetery.
- d. The Henry A. Pendergraph Cemetery Trust: In equal shares, to Maplewood Cemetery and Mt. Hermon Baptist Church Cemetery.
- e. The Simon M. Rosenfeld Cemetery Trust: In equal shares, to Willowdale Cemetery and Oakland Cemetery.
- f. The Annie B. Wright Cemetery Trust: In equal shares, to Scranton United Methodist Church Cemetery and Wright Cemetery Trust.

With respect to the aforementioned distributions, each Recipient shall each use so much of the income and principal of the funds received as set forth on Exhibit A of the Petition for the applicable restricted purpose(s), if any, set forth on Exhibit A of the Petition.

It is **FURTHER ORDERED** that each Recipient shall comply with the “Conditions” (as such term is defined in the Petition) to the extent applicable to the funds received by the Recipient pursuant to this Petition.

It is **FURTHER ORDERED** that Petitioner is hereby authorized to pay from each Trust’s principal, on a pro rata basis, all costs and fees incurred by Petitioner, on behalf of the Trusts, in preparing and filing this Petition and terminating the Trusts, prior to distributing the Net Assets to the Recipients; provided, however, that any tax preparation fees incurred on behalf of a specific Trust shall be chargeable to such Trust individually and shall not be prorated.

It is **FURTHER ORDERED** that the pro rata costs and fees to be paid by each Trust shall be determined by dividing the Trust’s fair market value as set forth on Exhibit A of the Petition, by the total fair market value of the Trusts, and multiplying such resulting percentage by the total costs and fees incurred by Petitioner on behalf of the Trusts (other than tax preparation fees).

BY THE COURT:

J.

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
23-SP-_____

In Re

CEMETERY TRUSTS HELD BY
WELLS FARGO, N.A.

**PETITION TO TERMINATE AND
APPROVE DISTRIBUTION, CONDITIONS
AND COSTS/FEES**

Petitioner, Wells Fargo Bank, N.A. (“Petitioner”) through counsel and pursuant to N.C. GEN. STAT. § 36C-412 seeks to terminate a number of trusts, and approve distributions, costs and fees of the same, with the consent of all parties, because of circumstances not anticipated by the settlors of such trusts.

PARTIES

1. Petitioner is Wells Fargo Bank, N.A. (“Petitioner”), in its capacity as trustee of twenty (20) cemetery trusts created, in whole or in part, for the benefit of particular plots currently located at cemeteries in North Carolina (each, a “Trust,” and collectively, the “Trusts”). A complete list of the Trusts that are the subject of this Petition is attached hereto as Exhibit A.

2. Petitioner is located at 100 N. Main Street, 28th Floor, Winston-Salem, North Carolina 27101, and does business throughout the State of North Carolina.

3. The name and address of each entity that is associated with one or more of the Trusts is set forth on Exhibit A. A copy of each of the Trusts is provided in Exhibit B.

4. Jurisdiction is proper in the State of North Carolina because Petitioner, as trustee of the Trusts, maintains offices in Forsyth County, North Carolina; further each Trust benefits, at least in part, particular plots located at cemeteries in North Carolina.

5. Venue is appropriate in this County because Petitioner, as trustee of the Trusts, maintains offices in Forsyth County, North Carolina.

6. The settlor of each Trust is deceased.
7. No Trust provides for current, contingent or remainder distributions to any individuals.
8. All of the particular plots associated with the Trusts continue to exist; and all such particular plots are maintained by the applicable cemeteries listed on Exhibit A.
9. As such, the only parties known to Petitioner to have an interest in this Petition are the proposed recipients of the Trusts' assets listed on Exhibit A (the "Recipients") and the North Carolina Attorney General's Office (as *parens patriae* with respect to any of the Recipients that are charitable organizations).
10. Each Recipient consents to, and joins in, this Petition, as evidenced by the written Consents and Joinders attached hereto as Exhibit C.
11. Notice of the intended filing of this Petition and a copy of the Petition have been delivered to the North Carolina Attorney General's Office, and the North Carolina Attorney General's Office has issued a Statement of No Objection with respect to the relief requested herein. A copy of such Statement of No Objection is attached hereto as Exhibit D.

FACTS

12. Petitioner currently administers the Trusts, distributing funds for the perpetual care of certain cemetery plots.
13. The specific restricted purposes of each Trust are set forth on Exhibit A.
14. Each Trust was created solely, or in part, for the benefit of a particular plot or plots at one or more cemeteries and, therefore, each Trust is treated as a noncharitable trust for tax purposes.

15. Further, because each Trust was created solely, or in part, for the benefit of particular plots and not for the benefit of a cemetery as a whole, none of the Trusts are (i) perpetual care fund as contemplated by the North Carolina Cemetery Act (the “NC Cemetery Act”) or (ii) subject to oversight by the North Carolina Cemetery Commission.

16. The fair market value of each Trust is set forth on Exhibit A, and financial statements for each Trust are attached hereto as Exhibit E.

17. As set forth below in more detail, Petitioner seeks this Honorable Court’s approval to terminate each Trust and distribute each Trust’s remaining assets, less final costs and expenses (each, the “Net Assets”), outright, to the applicable Recipient(s) to be used by the applicable Recipient(s) for the applicable restricted purpose(s), if any, set forth on Exhibit A.

18. Because the Trusts present similar issues, Petitioner has brought this Petition in omnibus format in an effort to reduce the termination costs applicable to each Trust, as well as the administrative burdens that would be placed on this Honorable Court had Petitioner filed twenty (20) separate petitions.

I. Trusts Administered by Petitioner

19. As set forth above, Petitioner administers twenty (20) Trusts that are the subject of this Petition.

20. Fourteen (14) of the Trusts were created solely for the benefit of particular plots located at a single Recipient cemetery (the “General Trusts”).

21. Petitioner also administers two (2) Trusts where a portion of the income from each such Trust is distributed to an organization other than a Recipient cemetery, to be used for purposes other than the care and maintenance of a particular plot (the “Multi-Purpose Trusts”). Specifically, Petitioner administers the following Multi-Purpose Trusts for the following purposes:

- a. The A. Fisher Cemetery Trust: Petitioner is directed to distribute so much of the income of the Trust to Holy Trinity Lutheran Church as is needed for the care and maintenance of particular plots and may distribute, from time to time, any surplus income (i.e., income not otherwise required for said care and maintenance) to Holy Trinity Lutheran Church for the care and maintenance of said church's cemetery as a whole.
- b. The Karl Von Ruck Cemetery Trust: Petitioner is directed to distribute so much of the income of the Trust to Asheville Cemetery as is needed for the care and maintenance of particular plots and shall distribute any surplus income (i.e., income not otherwise required for said care and maintenance) to United Way of Asheville and Buncombe County (formerly known as Community Chest).

22. Petitioner also administers four (4) Trusts each for the benefit of multiple cemeteries (the "Multi-Cemetery Trusts"). Specifically, Petitioner administers the following Multi-Cemetery Trusts for the following purposes:

- a. The Edmonson Allen Cemetery Trust: This Trust was created for the care and maintenance of particular plots located at Green Hill Cemetery and Bethel Cemetery.
- b. The Henry Pendergraph Cemetery Trust: This Trust was created for the care and maintenance of particular plots located at Maplewood Cemetery and Mt. Hermon Baptist Church Cemetery (formerly known as Mt. Hermon's Church Yard Cemetery).

- c. The Simon M. Rosenfeld Cemetery Trust: This Trust was created for the care and maintenance of particular plots located at Willowdale Cemetery and Oakland Cemetery.
- d. The Annie B. Wright Cemetery Trust: This Trust was created for the care and maintenance of particular plots located at Scranton United Methodist Church Cemetery and Meares Cemetery.

II. Proposed Distributions

23. As referenced above, Petitioner desires to terminate each Trust and distribute each Trust's Net Assets, outright, as set forth herein.

24. Specifically, Petitioner desires to terminate each General Trust and distribute each such General Trust's Net Assets to the applicable Recipient listed on Exhibit A, to be used by such Recipient for the restricted purpose(s) set forth on Exhibit A (the "Proposed General Distributions").

25. With respect to the Multi-Purpose Trusts, Petitioner desires to terminate each such Trust and distribute its Net Assets, outright, as follows (the "Proposed Multi-Purpose Distributions"):

- a. The A. Fisher Cemetery Trust: Petitioner desires to distribute all the Trust's Net Assets to Holy Trinity Lutheran Trust, for the applicable restricted purpose(s), if any, set forth on Exhibit A.
- b. The Karl Von Ruck Cemetery Trust: Petitioner desires to distribute Five Thousand Dollars (\$5,000.00) of the Trust's Net Assets to Asheville Cemetery, and the remaining Net Assets to United Way of Asheville and

Buncombe County¹, for the applicable restricted purpose(s), if any, set forth on Exhibit A.

26. With respect to the Multi-Cemetery Trusts, Petitioner desires to terminate each such Trust and distribute its Net Assets, outright, as follows (the “Proposed Multi-Cemetery Distributions”):

- a. The Edmondson Allen Cemetery Trust: Petitioner desires to distribute the Net Assets, in equal shares, to Green Hill Cemetery and Bethel Cemetery, for the applicable restricted purpose(s), if any, set forth on Exhibit A.
- b. The Henry A. Pendergraph Cemetery Trust: Petitioner desires to distribute the Net Assets, in equal shares, to Maplewood Cemetery and Mt. Hermon Baptist Church Cemetery, for the applicable restricted purpose(s), if any, set forth on Exhibit A.
- c. The Simon M. Rosenfeld Cemetery Trust: Petitioner desires to distribute the Net Assets, in equal shares, to Willowdale Cemetery and Oakland Cemetery, for the applicable restricted purpose(s), if any, set forth on Exhibit A.
- d. The Annie B. Wright Cemetery Trust: Petitioner desires to distribute the Net Assets, in equal shares, to Scranton United Methodist Church Cemetery and the Trustees of the Wright Cemetery Fund, for the applicable restricted purpose(s), if any, set forth on Exhibit A.

¹ The proposed distributions in this subparagraph 25(b) are based on the Trust’s average income, as well as the average annual amounts needed to maintain the particular plots (as provided by the Recipient cemetery).

27. The General Proposed Distributions, the Multi-Purpose Proposed Distributions and the Multi-Cemetery Proposed Distributions shall be collectively referred to herein as the “Proposed Distributions”.

28. In exchange for the Proposed Distributions, each Recipient has agreed to the following conditions (collectively, the “Conditions”):

- a. Each Recipient will execute an omnibus receipt and release agreement covering all Trusts related to such Recipient, in a form substantially similar to that which is attached hereto as Exhibit F;
- b. Each Recipient will use the funds received from each Trust for the restricted purpose(s), if any, set forth on Exhibit A, if any; and
- c. Each Recipient cemetery will comply with applicable North Carolina law with respect to funds restricted for the care of particular cemetery plots.

29. Petitioner desires that the costs and fees incurred in connection with this matter (including, but not limited to, attorneys’ fees) be assessed, pro rata, against each Trust’s principal prior to the Trusts’ terminations; provided, however, that any tax preparation fees incurred on behalf of a specific Trust shall be chargeable to such Trust individually and shall not be prorated.

30. Petitioner proposes that the pro rata costs and fees to be paid by each Trust be determined by dividing the Trust’s fair market value set forth on Exhibit A of the Petition, by the total fair market value of the Trusts set forth on Exhibit A, and multiplying such resulting percentage by the total costs and fees incurred by Petitioner, on behalf of the Trusts.

31. Petitioner respectfully requests that this Honorable Court: (i) approve the Trusts’ terminations, (ii) approve the Proposed Distributions, subject to the Conditions and (iii) approve Petitioner’s costs and fees associated with the preparation and filing of this Petition and

termination of the Trusts, and the payment of such costs and fees, pro rata or individually, as applicable, from each Trust's principal prior to termination/distribution.

III. Request for Approval of Terminations, Distributions, Conditions and Payment of Expenses and Costs/Fees

32. Pursuant to N.C. GEN. STAT. § 36C-412, a court may terminate a trust if, because of circumstances not anticipated by the settlor, termination will further the trust's purposes.

33. The NC Cemetery Act allows a cemetery to manage assets held for the care and maintenance of particular cemetery plots without the involvement of a trustee:

For special endowments for a specific lot [...] the cemetery may set aside the full amounts received for this individual special care in a separate trust *or by a deposit to a savings account in a bank, credit union, or savings and loan association* located within and authorized to do business in the State [of North Carolina]; provided, however, if the [cemetery] does not set up a separate trust or savings account for the special endowment the full amount thereof shall be deposited in [the cemetery's perpetual care fund].”

N.C. GEN. STAT. § 65-64(f) (emphasis added).

34. Historically, decedents made provisions for the perpetual care and maintenance of their own cemetery plots; however, over the last several decades, many states, including the State of North Carolina, have enacted laws requiring cemeteries to establish perpetual care funds for the continued care and maintenance of the cemeteries and the plots located therein.

35. Since the NC Cemetery Act's adoption, it has become unnecessary for decedents to establish separate trusts for the care and maintenance of particular plots located at cemeteries in North Carolina.

36. Further, under the NC Cemetery Act, cemeteries are able to receive and hold money for particular plots, further eliminating the need for any restricted funds for plot care to be held in a separate trust.

37. The individuals who established the Trusts would not have anticipated the changes to plot care and maintenance brought about by the NC Cemetery Act.

38. Each Trust's intended purpose (i.e., to care for and maintain particular plots) would be furthered by termination.

39. Specifically, eliminating the trust structure would (i) allow the Recipient cemeteries direct access to funds necessary to address maintenance needs more quickly, (ii) give investment management authority to Recipient cemeteries that have first-hand knowledge of the long- and short-term maintenance needs of the particular plots and (iii) possibly reduce certain fees and costs associated with administering the restricted assets.

40. Given the unanticipated circumstances, the Trusts' intended purposes and the benefits of terminating the Trusts, Petitioner respectfully requests that this Honorable Court exercise its authority pursuant to N.C. GEN. STAT. § 36C-412 and approve each Trust's termination.

41. In approving the Trusts' terminations, Petitioner also respectfully requests that the Proposed Distributions be approved, subject to the Conditions.

42. Finally, Petitioner respectfully requests that this Honorable Court authorize Petitioner to pay from each Trust's principal, on a pro rata basis, all costs and fees incurred by Petitioner, in its capacity as trustee of the Trusts, in preparing and filing this Petition and terminating the Trusts; provided, however, that any tax preparation fees incurred on behalf of a specific Trust be chargeable to such Trust individually.

WHEREFORE, Petitioner respectfully requests that this Honorable Court issue an Order (i) approving each Trust's termination, (ii) approving the Proposed Distributions, subject to the Conditions and (iii) approving Petitioner's costs and fees incurred in preparing and filing this

Petition and terminating the Trusts, and the pro rata or individual payment of such costs and fees, as applicable, from each Trust's principal prior to termination/distribution.

This the ____ day of _____, 2023.

Respectfully submitted,

FOX ROTHSCHILD LLP

By: _____

Jennifer C. Noble, Esquire
North Carolina State Bar No. 33481
Fox Rothschild LLP
230 N. Elm Street, Suite 1200
Greensboro, NC 27401
(336) 378-5217 (Telephone)
(336) 378-5400 (Facsimile)
*Attorney for Wells Fargo Bank, N.A.,
Petitioner*

VERIFICATION

I, _____, hereby certify that I am a _____ of Wells Fargo Bank, N.A.; that I am authorized to execute this Verification on Petitioner's behalf; and that the statements made in the foregoing Petition are true and correct to the best of my knowledge, information and belief.

I understand that the statements made herein are made subject to penalties relating to unsworn falsification to authorities.

WELLS FARGO BANK, N.A.

BY: _____
NAME: _____
TITLE: _____

Date: _____, 2023

STATE OF NORTH CAROLINA
COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
23-SP-_____

In Re

CEMETERY TRUSTS HELD BY
WELLS FARGO, N.A.

**PETITION TO TERMINATE AND
APPROVE DISTRIBUTION, CONDITIONS
AND COSTS/FEEES**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Petition to Terminate and Approve Distribution, Conditions and Costs/Fees on behalf of Petitioner, Wells Fargo Bank, N.A., has been served this _____ day of _____, 2023, by first class mail, postage prepaid, upon:

FOX ROTHSCHILD LLP

By _____
Jennifer C. Noble, Esquire
North Carolina State Bar No. 33481
Fox Rothschild LLP
230 N. Elm Street, Suite 1200
Greensboro, NC 27401
(336) 378-5217 (Telephone)
(336) 378-5400 (Facsimile)
jnoble@foxrothschild.com
*Attorney for Wells Fargo Bank, N.A.,
Petitioner*

Exhibit A

Trust Name	Purpose (Income only unless otherwise stated)	Value of Trust	Cemetery/Charity	County	Cemetery/Charity Address(es)
DUKE, B TUW FBO DUKE MAUSOLEUM	Proper maintenance of the Duke Family Mausoleum in the cemetery at Durham, North Carolina, and the lot on which it is situated.	\$91,455.13 plus \$29,000 in accumulated income	Maplewood Cemetery	Durham	Maplewood Cemetery 1621 Duke University Road Durham, NC 27701 919-560-4156
EDMONDSON ALLEN CEMETERY FD TUW	Care and maintenance of Rufus L. Allen's lot in Green Hill Cemetery Care and maintenance of Rufus L. Allen's family's lot at Bethel Cemetery	\$ 60,862.77	Green Hill Cemetery; Bethel Cemetery	Haywood	Green Hill Cemetery 129 Legion Drive Waynesville, NC 28786 828-456-3706 Bethel Cemetery 5923 Pigeon Road Canton, NC 28716 828-734-8840
FISHER, A TUA FBO HT LUTHERAN CHURCH	Care and maintenance of Daniel Fisher's plot Excess income may be used for the care and maintenance of the cemetery as a whole	\$ 125,655.57	Holy Trinity Lutheran Church	Cabarrus	Holy Trinity Lutheran Church 1500 S. Main Street Mt. Pleasant, NC 28124 704-436-9714
HANES, R FBO HANES HODGIN CEM TUA	Care and maintenance of the John W. Hanes and S.H. Hodgin lots (Numbers 10 and 11 in Section G), including flowers at Easter	\$ 53,677.20	Salem Cemetery	Forsyth	Salem Cemetery 301 Cemetery Street Winston-Salem, NC 27101 336-722-0658
IDOL, J D FBO ABBOTTS CREEK CEMETERY	Care and maintenance of graves of John D. Idol's father and mother (Junius Jacob Idol and Bessie Naomi Idol)	\$ 124,518.10	Abbott's Creek Baptist Church Cemetery	Davidson	Abbott's Creek Baptist Church Cemetery 2747 Abbotts Creek Church Road Wallburg, NC 27265 336-887-7568
KEITH, JOHN B TUW	One-half of the income for care and maintenance of the Keith Family Cemetery in which John B. Keith is buried. One-half of income to be added to principal	\$ 50,630.27	Keith Family Cemetery	Wake	Keith Family Cemetery Old Keith Road and Homestead Lake Drive Wake Forest, NC
KNAPP, ESTATE OF JOSEPH P TUA	Care and maintenance of the Knapp Family plot	\$38,884.13 plus \$26,000 in accumulated income	Memorial Cemetery, Inc.	Currituck	Memorial Cemetery, Inc. Moyock Memorial Cemetery 230 Caratoke Highway Moyock, North Carolina, 27958
MITCHELL FAMILY BURIAL TRUST (MAIN)	Upkeep of the Mitchell Family Burial Grounds on the J.W. Mitchell Farm in such a way as shall deem to it to be best from time to time.	\$7,489.06 plus \$59,000 in accumulated income	Wash Mitchell Cemetery	Bertie	Wash Mitchell Cemetery Hexlena, Bertie County, NC
PENDERGRAPH, HENRY A CEM TUW	Care and maintenance for lots of Durell Pendergraph and Fannie Hicks Carroll in Maplewood Cemetery and for flowers to be placed on the grave at least once a year on Mother's Day Care and maintenance of lot of Annie Elizabeth Pendergraph in Mt. Hermon's Church Yard Cemetery and for flowers to be placed on the grave at least once a year on Mother's Day	\$ 63,906.85	Maplewood Cemetery; Mount Hermon Baptist Church Cemetery		Maplewood Cemetery 1621 Duke University Road Durham, NC 27701 919-560-4156 Mt Hermon Baptist Church Cemetery 4511 Old NC 10 Durham, NC 27705 919-383-2982
ROSENFELD, SIMON M CEMETERY TRUST	Care and maintenance of Simon M. Rosenfeld's and Sadie E. Rosenfeld's graves in Willowdale Cemetery Care and maintenance of the Rosenfeld Plot in Oakland Cemetery in Atlanta, GA.	\$36,210.47 plus \$70,000 in accumulated income	Willowdale Cemetery; Oakland Cemetery	Wayne	Willow Dale Cemetery 306 East Elm Street Goldsboro, NC 27530 919-735-1065 Oakland Cemetery 248 Oakland Ave SE Atlanta, GA 30312 404-688-2107

Trust Name	Purpose (Income only unless otherwise stated)	Value of Trust	Cemetery/Charity	County	Cemetery/Charity Address(es)
RUCK, KARL VON CEMETERY TUA	Care and maintenance of the von Ruck Mausoleum (Section Q, Lot 4, Family Mausoleum Crypt 4), Excess income to Community Chest, its successors or assigns, or in the event said Community Chest should be abolished or dissolved, to the Associated Charities of the City of Asheville, North Carolina	\$ 69,844.48	Asheville Cemetery; Community Chest	Buncombe	Riverside Cemetery f/k/a Asheville Cemetery 53 Birch Street Asheville, NC 28801 United Way of Asheville and Buncombe County (formerly known as Community Chest) 50 S. French Broad Avenue Asheville, NC 28801 828-255-0696
SALSBURY, R W CEMETERY FUND	Care and maintenance of R. W. Salsbury's plot	\$ 70,490.30	Hamilton Cemetery	Martin	Hamilton Cemetery 12689-12839 NC-125 Hamilton, NC 27840
SHORE, ROBERT D CEMETERY TRUST	Care and maintenance of the Robert Dicks Shore plot and of the D. Edwin Rich plot	\$39,981.25 plus \$72,000 in accumulated income	Salem Cemetery	Forsyth	Salem Cemetery 301 Cemetery Street Winston-Salem, NC 27101 336-722-0658
STARBUCK, F FBO HILDEBRAND GRAVES TA	Care and maintenance (including flowers) of graves for Mr. and Mrs. Miles P. Hildebrand and Mary Hildebrand Wells	\$ 123,843.12	Morganton Cemetery (n/k/a Forest Hill Cemetery)	Burke	Forest Hill Cemetery 200 Huffman Street Morganton, NC 28655
STARBUCK, FH FBO STARBUCK GRAVES TUA	Care and maintenance (including flowers) of graves for Mr. and Mrs. Junius Starbuck, Clarkson Shields Starbuck, Clarkson Shields Starbuck, Jr., Florence Hildebrand Starbuck and Grace E. Starbuck	\$ 90,037.70	Moravian Cemetery (n/k/a Salem Moravian God's Acre)	Forsyth	Salem Moravian God's Acre 100 Cemetery Street Winston-Salem, NC 27101 336-722-6504
STEVENSON, A L EMMA GR LOTS TRUST	Care and maintenance of the graves of A. L. Stevenson and Emma A. Stevenson Excess income shall be used for care and maintenance of the graves of Malvena T. White, Tandy J. White and Alexander Rights	\$ 124,114.87	Salem Cemetery	Forsyth	Salem Cemetery 301 Cemetery Street Winston-Salem, NC 27101 336-722-0658
TW WOODLAWN CEMETERY OF WILLIAMSTON	Care and maintenance of Rooks family plot, including placing wreaths of flowers on the graves of Stella Rooks and her parents on Easter, Mother's Day, Father's Day and Christmas	\$ 460,041.85	Woodlawn Cemetery	Martin	Woodland Cemetery 201-299 W. Pine Street Williamston, NC 27892
WALL, LINDSAY TUA FBO STEWART PLOTS	Care and maintenance (including flowers) of the graves of J.C. Stewart, Moses I. Stewart, Nancy Elizabeth Stewart, Effie V. Wall, Martha V. Disher, John M. Disher and A.C. Brandon	\$ 138,705.55	Salem Cemetery	Forsyth	Salem Cemetery 301 Cemetery Street Winston-Salem, NC 27101 336-722-0658
WILLIAMSON, L B CEMETERY PLOT TRUST	Care and maintenance of grave of Lynn's father and mother and other members of his family	\$ 258,351.02	Greenview Cemetery (a/k/a City Cemetery)	Rockingham	Greenview Cemetery 1004 Montgomery Street Reidsville, NC 27320 336-349-1070
WRIGHT, ANNIE B CEM TUW	Care and maintenance of lots for Annie Byrd Wright, her husband Winslow and their two infant children in Scranton UMC Cemetery Care and maintenance of lots for Doctor S.D.W. Byrd, Sarah Jane Belin Byrd and Doctor Harvey O. Byrd in Scranton UMC Cemetery Care and maintenance for lots for Elder McClennon Wright and Sarah Jane Wright in Meares Cemetery	\$ 73,414.02	Scranton United Methodist Church Cemetery; Meares Cemetery		Scranton United Methodist Church Cemetery Scranton, SC 29591 843-389-2489 Meares Cemetery (now owned and maintained by the Wright Cemetery Fund). 910-653-2082 Post Office Box 457, Tabor City, NC 28463

Exhibit B

Duke, B TUW FBO Duke Mausoleum

1013012240
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State of New York, }
County of New York, } ss.:

I, Charles P. Sheridan, Clerk of the Surrogate's Court of said county,
do hereby certify that I have compared the foregoing copy of the last will and testament.

of BENJAMIN N. DUKE, deceased,
admitted to probate January 31, 1929 and recorded in
liber 1405 of wills, page 44

with the original record thereof now remaining in this office, and have found the same to be a
correct transcript therefrom and of the whole of such original record.

In testimony whereof, I have hereunto set my hand and affixed the seal of the Surrogate's
Court of the County of New York, this 8th
day of February in the year of our Lord one thousand nine
hundred and thirty-six.

P 124-1929
BW

Charles P. Sheridan
Clerk of the Surrogate's Court

New York

SURROGATE'S COURT
New York County
State of New York.

In the Matter of the Estate

- of -

BENJAMIN H. DUKE - DECEASED

WHEREAS, BENJAMIN H. DUKE, deceased, late of the County of New York, State of New York, in and by his last Will and Testament, duly admitted to probate by the Surrogate's Court of New York County, State of New York, on the 31st day of January, 1929, did nominate and appoint Anthony J. Drexel Biddle, Jr., George G. Allon, John C. Thorn and William R. Perkins, the executors thereof, and

WHEREAS, by Item III of said Will, the said decedent did bequeath the sum of Fifteen Thousand (\$15,000.00) Dollars to The Fidelity Bank, of Durham, North Carolina, as Trustee for Memorial Methodist Church, at Durham, North Carolina, to be held and invested by said Trustee in its discretion as a principal fund, the net income from which shall be paid as it accrues to the Treasurer of said Church, to be used for the expenses of said Church, and

WHEREAS, the said The Fidelity Bank, as Trustee as aforesaid, has requested the payment of said sum in advance of the final accounting by the said Executors and in advance of an adjudication of said accounting and award of said legacy by the Surrogate of New York County, and the said Executors are willing to pay the same to the said Trustee upon being indemnified as hereinafter provided.

NOW, THEREFORE, The Fidelity Bank, of Durham, North Carolina, as Trustee for Memorial Methodist Church, of Durham, North Carolina, as aforesaid, hereby acknowledges that it has received from the said Anthony J. Drexel Biddle, Jr., George G. Allon, John C. Thorn and William R. Perkins, Executors as aforesaid, the sum of Fifteen Thousand (\$15,000.00) Dollars, given and bequeathed to it as Trustee as aforesaid, and the sum of Nine Hundred (\$900.00) Dollars, as accumulated income thereon at the rate of Six Per Cent per annum from February 1, 1930 to the date hereof, in full settlement of the said legacy bequeathed in and by the said last Will and Testament of the said Benjamin H. Duke, deceased, and by these presents, for itself, its successors and assigns, doth remise, release and forever discharge the said Anthony J. Drexel Biddle, Jr., George G. Allon, John C. Thorn and William R. Perkins, Executors as aforesaid, their heirs, executors, administrators and assigns, in law or in equity, of and from all claims and demands whatsoever which against the said Anthony J. Drexel Biddle, Jr., George G. Allon, John C. Thorn and William R. Perkins, Executors as aforesaid, it has or shall have by reason of the aforesaid legacy.

The foregoing payment is delivered and accepted on the express understanding and condition, which the under-

signed undertakes to perform, that if the surrogate or any Court or Judge having jurisdiction in the premises, should adjudicate or determine that the payment of the said legacy to the said Trustee was without authority or premature, or invalid for any other cause and/or in the event that the whole or any part of the said payment is needed for the due administration of the said Estate by reason of any debt or debts, taxes of any kind whatsoever (whether property, income, inheritance or legacy), cost or expense of administration, or any other matter or need, the same will be promptly refunded to said Executors or to their successors, as and when such refund is demanded by them, and the delivery and acceptance of said payment at this time will not be set up or used in any manner to defeat or delay any such refund. The opinion and demand of the Executors with respect thereto shall be controlling.

The undersigned hereby consents to, and hereby appears in any proceeding instituted by the said Anthony J. Draxel Middle, Jr., George G. Allen, John C. Tharn and William R. Perkins, as Executors as aforesaid, for any intermediate and/or final accounting for an order or decree in any Court whatsoever judicially settling the accounts of said Executors.

IN WITNESS WHEREOF The Fidelity Bank, of Durham, North Carolina, as Trustee for Memorial Methodist Church, of Durham, North Carolina, as aforesaid, has caused this release and refunding bond to be signed in its corporate name and its corporate seal to be hereunto affixed, and attested by its duly authorized officers, this day of , 1931.

The Fidelity Bank, of Durham, North Carolina, as Trustee for Memorial Methodist Church, of Durham, North Carolina,

ATTEST:

By

President.

Secretary.

STATE OF NORTH CAROLINA :

: ss.:

COUNTY OF :

On the day of , in the year 1931, before me personally came , to me known, who, being by me duly sworn, did depose and say that he resides in , that he is the president of The Fidelity Bank, of Durham, North Carolina, the corporation described in and which executed the above release and refunding bond, as Trustee for Memorial Methodist Church, of Durham, North Carolina; that he knows the seal of said corporation; that the seal affixed to said release and refunding bond is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

[Notarial Seal]

Notary Public

(ATTACH COUNTY CLERK'S CERTIFICATE OF NOTARY'S AUTHORITY)

SURROGATES' COURT: NEW YORK COUNTY.

In the matter of:

the

Judicial settlement of the Account of Proceedings of Anthony J. Drexel-Biddle, Jr., George G. Allen, John G. Thorn and William R. Perkins, Executors of the Last Will and Testament of Benjamin N. Duke, deceased.

State of North Carolina,
County of Durham.

JONES FULLER, being duly sworn, says that he is an attorney and counsellor at law admitted to practice in the State of North Carolina; that he is familiar with the laws of the State of North Carolina regarding trusts created under the Wills of decedents and has examined the laws of said State, particularly with reference to the trust created in the Will of Benjamin N. Duke, late of the State of New York, reading as follows:

ITEM III.

"I give and bequeath to THE FIDELITY BANK, of Durham, North Carolina, as Trustee for MEMORIAL METHODIST CHURCH at Durham, North Carolina, the sum of Fifteen Thousand Dollars (\$15,000.00), to be held and invested by said Trustee in its discretion as a principal fund, the net income from which shall be paid, as it accrues, to the Treasurer of said Church, to be used for the expenses of said Church.

I give and bequeath to THE FIDELITY BANK, of Durham, North Carolina, as Trustee, the sum of Three Thousand Dollars (\$3,000.00), to be held and invested by said Trustee in its discretion as a principal fund, the net income from which it shall use and expend as may be necessary for the proper maintenance of the Duke Family Mausoleum in the cemetery at Durham, North Carolina, and the lot on which it is situated.

In executing and performing the trusts imposed and contained in this item of this Will, the Trustee,

named herein, shall have full power and authority to sell, convey, exchange, transfer and deliver any property of any kind received by it under this Will and to buy any property of any kind in the employment and investment of any funds or moneys coming into its hands, and said Trustee is fully empowered and authorized to retain all investments in cotton manufacturing corporations and other corporations which may come into its hands, although the same may not be listed on commercial or stock exchanges, but it is fully authorized to sell and transfer all and any of said investments, securities and stocks whenever and as often as it deems prudent, just as it may do with any other property coming into its hands under this Will."

In deponent's opinion, based upon his familiarity with the laws of the State of North Carolina, and his examination of the authorities of said State, the gifts contained in the Will of the above named decedent, and above quoted, constitute valid trusts under the laws of the State of North Carolina.

In deponent's opinion, The Fidelity Bank, of Durham, North Carolina, the Trustee named in the Will of the said Benjamin W. Duke, deceased, to receive the property bequeathed by Item Three of said Will, and to execute the trusts therein provided, is legally competent and qualified to receive said gifts for the purposes expressed in said Will and to administer the trusts created by said Will pursuant to the laws of the State of North Carolina.

Deponent's reasons for the opinions above expressed are as follows:

First: The above item in the Duke Will clearly is not an absolute bequest. The first paragraph of said item is a gift in trust for the benefit of the Memorial Methodist Church at Durham, North Carolina, a religious organization. The second paragraph of the said item is a

gift in trust for the maintenance of the Duke Family Mausoleum in the cemetery at Durham, North Carolina, and the lot on which it is situated. The Consolidated Statute of North Carolina, Section 4035 (a), is as follows:

4035(a). "INDEFINITENESS; TITLE IN TRUSTEE, VACANCIES.-- No gift, grant, bequest or devise, whether in trust or otherwise, to religious, educational, charitable or benevolent uses or for the purpose of providing for the care or maintenance of any part of any cemetery, public or private, shall be invalid by reason of any indefiniteness or uncertainty of the object or beneficiaries of such trust, or because said instrument confers upon the Trustee or Trustees discretionary powers in the selection and designation of the objects or beneficiaries of such trust or in carrying out the purpose thereof, or by reason of the same in contravening any statute or rule against perpetuities. If a trustee or trustees are named in the instrument creating such a gift, grant, bequest or devise, the legal title to the property given, granted, bequeathed or devised for such purpose shall vest in such trustee or trustees and its or their successor or successors duly appointed in accordance with the terms of such instrument. If no trustee or trustees be named in said instrument, or if a vacancy or vacancies shall occur in the trusteeship, and no method is provided in such instrument for filling such vacancy or vacancies, then the Superior Court of the proper county shall appoint a trustee or trustees, pursuant to section four thousand and twenty-three of the Consolidated Statutes of North Carolina, to execute said trust in accordance with the true intent and meaning of the instrument creating the same. Such trustee or trustees when so appointed shall be vested with all the power and authority, discretionary or otherwise, conferred by such instrument. (1925, c. 264, s. 1)."

In deponent's opinion, the Section above quoted clearly is broad enough to include the gifts provided for by Item Three of the said Duke Will. The deponent knows of his own knowledge that the Memorial Methodist Church referred to in Item Three of the said Duke Will, is in existence, said Church being located at the Northwest corner of Duke and Chapel Hill Streets, in the City of Durham, North Carolina, and has been in existence for a number of years.

In addition to the provisions contained in the above quoted Statute, the Supreme Court of North Carolina has held

"A copy of such undertaking duly certified by the Clerk of the Superior Court of Durham County under his official seal shall be evidence in the Courts of said State. Whenever it shall be made to appear to the satisfaction of the Clerk of said Superior Court of Durham County that it is necessary, in order to secure the faithful performance of all of said trusts, he may require that said undertaking be increased to such amount as he may deem sufficient not exceeding the sum of Fifty Thousand Dollars. And the Superior Court of any County wherein any such trusts shall have been committed to said corporation shall have the power to make orders respecting such trusts, and to require it to render all accounts which said Court might lawfully make or require if such corporation was a natural person. And in accepting any trusts or powers hereunder said corporation may qualify by one of its executive officers." (Amendment by Legislature of 1901.)

This deponent has for a number of years served The Fidelity Bank, Durham, North Carolina, in the capacity of attorney and counsellor and has had occasion to thoroughly investigate the validity of its Charter and more especially the validity of Section 4 above quoted, and in this deponent's opinion, said Charter in all respects is regular and in accordance with the laws of the State of North Carolina and said The Fidelity Bank is duly authorized to engage in the banking business and to accept and to execute any and all trusts of whatever nature which may be committed to it and which it accepts.

Respectfully submitted, this ____ day of November, 1930.

(SEAL)

Attorney and Counsellor at Law.

Sworn to and subscribed
before me this ____ day
of November, 1930.

that trusts created for charitable or religious uses are valid. (Trust Company vs. Ogborne 151 N. C. 324) (Keith vs. Soales, 124 N. C. 497.)

Second: The Fidelity Bank, Durham, North Carolina, is a banking corporation duly created and existing under the laws of the State of North Carolina, having been chartered to do business in said State by a special act of the Legislature passed on the 3rd day of March, 1907.

following is a copy of Section 4 of the Charter of said The Fidelity Bank, Durham, North Carolina, and under said Section the said corporation is specifically authorized to accept and execute trusts of any or every description which may be committed or transferred to it with its consent:

"Sec. 4. That said corporation shall have power and authority to accept and execute trusts of any and every description which may be committed or transferred to them, with their co-persons whomsoever, corporations, this or any other State or Territories, and for its services shall receive such usual emoluments and charges as are in like capacities and like cases.

"And in lieu of the bond or by law to be given by an administrator, receiver or other lawful for said corporation the Clerk of the Superior Court of Durham County an undertaking in the sum of ten thousand dollars, with sufficient security, either personal sureties or bonds of the State of North Carolina, or any other City of the State of North Carolina, or any other security satisfactory to said Clerk, and to be approved by him, and the said undertaking shall be conditioned for the faithful performance of any and all trusts which may be committed to said corporation by order of any Court of said State; and it shall be renewed every three years.

"In case of default in the performance of any trust so committed to said corporation, the said undertaking may be sued upon by or for the party injured, or his personal representative, in the Superior Court of any County in said State where such default shall have been made.

ion shall also have power execute trusts of any and every description which may be committed or transferred to them, with their co-persons whomsoever, corporations, this or any other State or Territories, and for its services shall receive such usual emoluments and charges as are in like capacities and like cases.

And in lieu of the bond or by law to be given by an administrator, receiver or other lawful for said corporation the Clerk of the Superior Court of Durham County an undertaking in the sum of ten thousand dollars, with sufficient security, either personal sureties or bonds of the State of North Carolina, or any other City of the State of North Carolina, or any other security satisfactory to said Clerk, and to be approved by him, and the said undertaking shall be conditioned for the faithful performance of any and all trusts which may be committed to said corporation by order of any Court of said State; and it shall be renewed every three years.

In case of default in the performance of any trust so committed to said corporation, the said undertaking may be sued upon by or for the party injured, or his personal representative, in the Superior Court of any County in said State where such default shall have been made.

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FILED

NORTH CAROLINA

DURHAM COUNTY.

THIS AGREEMENT made and entered into this the 6th day of September, 1932, by and between W. H. Russell, party of the first part, and The Fidelity Bank, Trustee, party of the second part, W I T N E S S E T H:

That for and in consideration of the sum of \$175.00, to be paid to the said W. H. Russell by the said The Fidelity Bank, Trustee, the said W. H. Russell agrees to thoroughly clean the Duke Mausoleum and coping and all granite work on the Duke lot located in Maplewood Cemetery in the City of Durham and to point all joints, and replace all broken cement. Said work to be performed in a good and satisfactory manner, subject to the approval of F. C. Owen and T. J. O'Brien. Said sum of \$175.00 to be paid to the said W. H. Russell by the said The Fidelity Bank, Trustee, upon completion and acceptance of said work by F. C. Owen for The Fidelity Bank, Trustee, and T. J. O'Brien.

In the event of any accident, or injury to W. H. Russell, or to any workman or other person employed by the said W. H. Russell, in or around the premises while engaged in said work, The Fidelity Bank, Trustee, shall not be responsible on account thereof.

This the 6th day of September, 1932.

W. H. Russell

The Fidelity Bank Trustee
By J. C. Owen
Asst Trust Officer

IN THE NAME OF GOD, AMEN.

I, BENJAMIN N. DUKE, of the City of New York, State of New York, being sound in mind and body, do make, ordain, publish and declare the following as and for and to be my Last Will and Testament, hereby revoking and annulling all former wills and codicils by me at any time heretofore made.

I direct that my body be laid in the family mausoleum in the cemetery at Durham, North Carolina.

ITEM I

I give, devise and bequeath the sum of Five Hundred and Eighty Thousand Dollars (\$580,000.00) to ANGLIER B. DUKE MEMORIAL, INC., an educational corporation organized and existing under the laws of the State of Delaware, in memory of my beloved son. Any sum or sums of money or other property that I may have given to said corporation during my lifetime shall be deemed to be gifts and not advancements, and shall not be deducted from said sum of Five Hundred and Eighty Thousand Dollars (\$580,000.00) hereby given, devised and bequeathed to said corporation.

ITEM II

I give and bequeath to the NORTH CAROLINA COLLEGE FOR NEGROES, at Durham, North Carolina, by whatever title it may be known, the sum of Fifty Thousand Dollars (\$50,000.00) to be added either to its Endowment or Building Fund in the discretion of the Trustees of said College or other governing body thereof.

I give and bequeath to the NORTH CAROLINA ORTHOPEDIC HOSPITAL, at Gastonia, North Carolina, by whatever title it may be known, the sum of Twenty-Five Thousand Dollars (\$25,000.00), and direct that the same be used by the Trustees thereof for the negro ward in such manner as the Trustees deem best for the purposes thereof.

I give and bequeath to the STONEWALL JACKSON MANUAL TRAINING AND INDUSTRIAL SCHOOL FOR BOYS, at Concord, North Carolina, by whatever title it may be known, the sum of Ten Thousand Dollars (\$10,000.00).

I give and bequeath to FITZELL COLLEGE, at Kittrell, North Carolina, by whatever title it may be known, the sum of Twenty-Thousand Dollars (\$20,000.00), to be added to its Endowment Fund.

I give and bequeath to the BOARD OF FOREIGN MISSIONS OF THE METHODIST EPISCOPAL CHURCH SOUTH the sum of Fifty Thousand Dollars (\$50,000.00).

I give and bequeath to the NORTH CAROLINA CONFERENCE OF THE METHODIST EPISCOPAL CHURCH SOUTH, the sum of Fifty Thousand Dollars (\$50,000.00), as an endowment fund, the income from which shall be paid and applied annually as it accrues to superannuated and worn out preachers and their widows and orphans of such conference.

I give and bequeath to the WESTERN NORTH CAROLINA CONFERENCE OF THE METHODIST EPISCOPAL CHURCH SOUTH the sum of Fifty Thousand Dollars (\$50,000.00), as an endowment fund, the income from which shall be paid and applied annually as it accrues to superannuated and worn out preachers and their widows and orphans of such conference.

I give and bequeath to the Trustees of WATTS HOSPITAL, at Durham, North Carolina, the sum of Twenty Thousand Dollars (\$20,000.00), to be added to its Endowment Fund.

I give and bequeath to THE METHODIST ORPHANAGE, INCORPORATED, at Raleigh, North Carolina, by whatever title it may be known, the sum of One Hundred Thousand Dollars (\$100,000.00), to be added to its Endowment or Building Fund, in the discretion of the Trustees of said Orphanage.

I give and bequeath to THE CHILDREN'S HOME, INCORPORATED, at Winston-Salem, North Carolina, by whatever title it may be known, the sum of Fifty Thousand Dollars (\$50,000.00), to be added to its endowment or Building Fund, in the discretion of its Trustees.

I give and bequeath to the OXFORD ORPHAN ASYLUM, for white children, at Oxford, North Carolina, by whatever title it may be known, the sum of Forty Thousand Dollars (\$40,000.00), to be added to its Endowment or Building Fund, in the discretion of its Trustees.

I give and bequeath to the COLORED ORPHAN ASYLUM, at Oxford, North Carolina, by whatever title it may be known, the sum of Fifteen Thousand Dollars (\$15,000.00), to be added to its Endowment or Building Fund, in the discretion of the Trustees of said Asylum.

I give and bequeath to THE CHRISTIAN ORPHANAGE, at Elon College, North Carolina, by whatever title it may be known, the sum of Fifteen Thousand Dollars (\$15,000.00), to be added to its Endowment or Building Fund, in the discretion of the Trustees of said Orphanage.

I give and bequeath to the BAPTIST ORPHANAGE AND KENNEDY HOME, at Thomasville, North Carolina, by whatever title it may be known, the sum of Thirty Thousand Dollars (\$30,000.00), to be added to its Endowment or Building Fund, in the discretion of the Trustees of said Orphanage.

I give and bequeath to the BAPTIST ORPHANAGE FOR COLORED CHILDREN, at Winston-Salem, North Carolina, by whatever title it may be known, the sum of Five Thousand Dollars (\$5,000.00) to be added to its Endowment or Building Fund, in the discretion of the Trustees of said Orphanage.

I give and bequeath to the METHODIST PROTESTANT CHILDREN'S HOME, at High Point, North Carolina, by whatever title it may be known, the sum of Five Thousand Dollars (\$5,000.00), to be added to its Endowment or Building Fund, in the discretion of the Trustees of said Home.

I give and bequeath to the I. O. O. F. Home, at Goldsboro, North Carolina, by whatever title it may be known, the sum of Five Thousand Dollars (\$5,000.00), to be added to its Endowment or Building Fund, in the discretion of the Trustees of said Home.

I give and bequeath to the PRESBYTERIAN ORPHANS HOME, at Barium Springs, North Carolina, by whatever title it may be known, the sum of Fifteen Thousand Dollars (\$15,000.00), to be added to its Endowment or Building Fund in the discretion of the Trustees of said Home.

I give and bequeath to the PYTHIAN HOME, at Clayton, North Carolina, by whatever title it may be known, the sum of Five Thousand Dollars (\$5,000.00), to be added to its Endowment or Building Fund in the discretion of the Trustees of said Home.

Benjamin N. Duke

I give and bequeath to the THOMPSON ORPHANAGE, at Charlotte, North Carolina, by whatever title it may be known, the sum of Ten Thousand Dollars (\$10,000.00), to be added to its Endowment or Building Fund, in the discretion of the Trustees of said Orphanage.

ITEM III

I give and bequeath to THE FIDELITY BANK, of Durham, North Carolina, as Trustee for MEMORIAL METHODIST CHURCH at Durham, North Carolina; the sum of Fifteen Thousand Dollars (\$15,000.00), to be held and invested by said Trustee in its discretion as a principal fund, the net income from which shall be paid, as it accrues, to the Treasurer of said Church, to be used for the expenses of said Church.

I give and bequeath to THE FIDELITY BANK, of Durham, North Carolina, as Trustee, the sum of Three Thousand Dollars (\$3,000.00), to be held and invested by said Trustee in its discretion as a principal fund, the net income from which it shall use and expend as may be necessary in the proper maintenance of the Duke Family Mausoleum in the cemetery at Durham, North Carolina, and the lot on which it is situated.

In executing and performing the trusts imposed and contained in this item of this Will, the Trustees, named herein, shall have full power and authority to sell, convey, exchange, transfer and deliver any property of any kind received by it under this Will and to buy any property of any kind in the employment and investment of any funds or moneys coming into its hands, and said Trustee is fully empowered and authorized to retain all investments in cotton manufacturing corporations and other corporations which may come into its hands, although the same may not be listed on commercial or stock exchanges, but it is also fully authorized to sell and transfer all and any of said investments, securities and stocks whenever and as often as it deems prudent, just as it may do with any other property coming into its hands under this Will.

ITEM IV

I give, devise and bequeath to my beloved wife, SARAH P. DUKES, for and during her natural life, my residence situated on the south-east corner of Fifth Avenue and East 39th Street, in the City of New York, State of New York, and my residence bounded by Chapel Hill Street, Duke Street, Jackson Street and Willard Street, in the City of Durham, State of North Carolina, together with all the fixtures and improvements therein and thereon and all the rights privileges and appurtenances belonging or appertaining thereto, and all the tangible personal property in, upon or used in connection with the same, so far as owned by me at the time of my death. I direct that my said wife shall not be required to give any inventory of or security for the personal property bequeathed to her for life by this item, that she shall not be liable for any injury, destruction, loss or waste however occurring of or to such personal property, or to any part thereof, and that she shall not be liable for any injury, destruction, loss, damage or waste however occurring of or to said houses and lands herein devised to her for life or any part thereof.

ITEM V

Subject to the life estate of my said wife in Item IV hereof, I give, devise and bequeath to my beloved daughter, MARY DUKES HIDDLE, in fee simple absolutely, by way of remainder after said life estate, all of the property described in said Item IV hereof.

ITEM VI

I give, and bequeath to my niece, MRS. MARY W. STAGG, widow of J. E. Stagg, or to her heirs living at my death in case I survive her, the sum of Ten Thousand Dollars (\$10,000.00); to the heirs, living at my death, of my nephew GEORGE L. LYON, the sum of Ten Thousand Dollars (\$10,000.00), to be divided per stirpes among them; to the heirs, living at my death, of my nephew, E. SUGARMAN LYON, the sum of Ten Thousand Dollars (\$10,000.00), to be divided per capita among them; to my cousin, H. FLORENCE ROZMAN, or to her heirs living at my death in case I survive her, the sum of Five Thousand Dollars (\$5,000.00); to my cousin, MAUD DUKE STUART, or to her heirs living at my death in case I survive her, the sum of Five Thousand Dollars (\$5,000.00); to my niece, EABEL DUKE GOODALL, of Durham, North Carolina, or to her heirs living at my death in case I survive her, the sum of Five Thousand Dollars (\$5,000.00); to my cousin, LIDA DUKE ANGIET, or to her heirs living at my death in case I survive her, the sum of Five Thousand Dollars (\$5,000.00); to LUCY S. O'BRIEN, the niece of my wife, if she survives me, the sum of Five Thousand Dollars (\$5,000.00); to my cousin, LILY DUKE, if she survives me, the sum of Twenty-Five Hundred Dollars (\$2,500.00); to MARTHA CASTERMAN, wife of Leon Casterman, of the City of New York, State of New York, if she survives me, the sum of One Thousand Dollars (\$1,000.00); to ALEXANDER MOHINGIT, of New York City, if he is in my employ at the time of my death, the sum of Two Thousand Dollars (\$2,000.00); to ROSE BOYLAN, if she is in my employ at the time of my death, the sum of Two Thousand Dollars (\$2,000.00); and to MOLLIE MALLOY, if she is in my employ at the time of my death, the sum of One Thousand Dollars (\$1,000.00).

ITEM VII

If he acts as my Executor, hereinafter appointed, I give and bequeath to my friend, WILLIAM R. PERKINS, of Montclair, New Jersey, the sum of Thirty Thousand Dollars (\$30,000.00); if he acts as my Executor, hereinafter appointed, I give and bequeath to my son-in-law, ANTHONY J. BRENNEL-BIDDLE, JR., the sum of Twenty Thousand Dollars (\$20,000.00); if he acts as my Executor, hereinafter appointed, I give and bequeath to my friend, GEORGE C. ALLEN, the sum of Twenty Thousand Dollars (\$20,000.00); if he acts as my Executor, hereinafter appointed, I give and bequeath to my friend, JOHN C. THOM, the sum of Twenty Thousand Dollars (\$20,000.00).

ITEM VIII

I give and bequeath to my friend, CLINTON W. FORB, or to his heirs living at my death in case I survive him, the sum of Five Thousand Dollars (\$5,000.00); to my friend, WILLIAM P. FEN, or to his heirs living at my death in case I survive him, the sum of Five Thousand Dollars (\$5,000.00); to my friend, ROBERT L. FLOWERS, or to his heirs living at my death in case I survive him, the sum of Five Thousand Dollars (\$5,000.00); and to my friend, LILY VIRGINIA FLOWERS, wife of Robert L. Flowers, or to her heirs living at my death in case I survive her, the sum of Twenty-Five Hundred Dollars (\$2,500.00).

ITEM IX

I direct that my Executors as soon as practicable and at all events within one year after my death make or cause to be made by persons selected by them for the purpose a careful inventory and appraisal of all the property (which shall include all rights, powers and interests in, over and concerning property of every kind and wheresoever situated) which I may own at my death, setting forth every item in detail as far as possible, and appraising each item therein at what is, in their judgment, its then cash value. They shall then add such valuations and thus ascertain the aggregate value of such items. Full and final power is hereby given my Executors to make such inventory and

appraisal, and I hereby adopt such appraisal as the true and real value, singly and in the aggregate, of said property, and of each and every item thereof, and direct that it shall be binding and conclusive for all purposes and upon all persons.

ITEM X

All the residue of the property so inventoried and appraised which may remain after satisfying the previous items of this Will, and after paying my just debts and defraying the costs, charges and expenses of administering my estate, including all taxes legally assessed against the same or against any legatee or devisee upon or with respect to any legacy or devise, hereby designated my residuary estate, I give, devise and bequeath, and direct my personal representatives to divide, allot and distribute as follows, namely:

(1) One Hundred Thousand Dollars (\$100,000.00) in value of said residuary estate to the GUARANTY TRUST COMPANY OF NEW YORK, 140 Broadway, New York City, in trust, however, for the uses and purposes following: Said Trustee shall collect and receive the incomes, revenues and profits thereof, and shall pay, apply and distribute the same to and for the support, education and maintenance of my grandson, ANGLIER B. DUKE, as hereinafter provided, and after his death per capita in equal portions for the support, education and maintenance of his lineal descendants so long as this trust may thereafter continue. Such payments, applications and distributions during the minority of my said grandson shall be in such amounts and at such times as may be found necessary and advantageous for supporting, educating and maintaining my said grandson in keeping with his rank and station in life, it being my intention that the Trustee may withhold from my said grandson during his minority any part of such incomes, revenues and profits not found necessary for advantageous for the purposes aforesaid and accumulate the same for his benefit. Upon my said grandson attaining his majority, all such accumulations shall be at once paid to him. In case my said grandson dies before attaining his majority, all such accumulations shall become a part of his estate and shall be paid, applied and distributed accordingly. Upon my said grandson becoming twenty-five years of age there shall be paid, applied and distributed to him one-half in value of the properties then held in this trust, and upon my said grandson becoming thirty years of age there shall be paid, applied and distributed to him the whole of the properties then held in this trust, and thereupon this trust shall terminate. Upon the death of both of my grandsons, Anglier B. Duke and Anthony Newton Duke, or upon the death of my said grandson, Anglier B. Duke, and of all his lineal descendants (if such there shall be) which ever of said events shall first occur, this trust shall terminate and all the properties then held in said trust, except such accumulations, shall be paid and distributed per capita to and among the lineal descendants of my said grandson, Anglier B. Duke, who may then be living, and in case there be no such lineal descendants then living, then into the trust by this item created for my grandson Anthony Newton Duke, to be held and disposed of under the terms of and as a part of said trust, if said trust be then in existence, and if said trust be not then in existence, then to my said grandson Anthony Newton Duke if he be then living, and if my said grandson Anthony Newton Duke be not then living, then per capita to and among the lineal descendants of my said grandson Anthony Newton Duke who may then be living, and if there be no such lineal descendants of my said grandson Anthony Newton Duke then living, then in all respects in accordance with the statutes of the State of New York governing the descent of real property to and among those who by said statutes would have inherited real property then owned by me in said State had I died intestate at the time of the termination of this trust.

Benjamin W. Duke

Benjamin N. Duke

(2) One Hundred Thousand Dollars (\$100,000.00) in value of said residuary estate to the GUARANTY TRUST COMPANY OF NEW YORK, 140 Broadway, New York City, in trust, however, for the uses and purposes following: Said Trustee shall collect and receive the incomes, revenues and profits thereof, and shall pay, apply and distribute the same to and for the support, education and maintenance of my grandson, Anthony Newton Duke, as hereinafter provided, and after his death per capita in equal portions for the support, education and maintenance of his lineal descendants so long as this trust may thereafter continue. Such payments, applications and distributions during the minority of my said grandson shall be in such amounts and at such times as may be found necessary and advantageous for supporting, educating and maintaining my said grandson in keeping with his rank and station in life, it being my intention that the Trustee may withhold from my said grandson during his minority any part of such incomes, revenues and profits not found necessary or advantageous for the purposes aforesaid and accumulate the same for his benefit. Upon my said grandson attaining his majority all said accumulations shall be at once paid to him. In case my said grandson dies before attaining his majority, all such accumulations shall become a part of his estate and shall be paid, applied and distributed accordingly. Upon my said grandson becoming twenty-five years of age there shall be paid, applied and distributed to him one-half in value of the properties then held in this trust, and upon my said grandson becoming thirty years of age there shall be paid, applied and distributed to him the whole of the properties then held in this trust, and thereupon this trust shall terminate. Upon the death of both of my grandsons, Anthony Newton Duke and Angier B. Duke, or upon the death of my said grandson Anthony Newton Duke and of all his lineal descendants (if such there shall be) whichever of said events shall first occur, this trust shall terminate and all the property then held in said trust, except such accumulations, shall be paid and distributed per capita to and among the lineal descendants of my said grandson Anthony Newton Duke who may then be living, and in case there be no such lineal descendants then living, then into the trust by this item created for my grandson, Angier B. Duke, to be held and disposed of under the terms of and as a part of said trust, if said trust be then in existence, and if said trust be not then in existence then to my grandson Angier B. Duke if he be then living, and if my said grandson Angier B. Duke be not then living, then per capita to and among the lineal descendants of my said grandson Angier B. Duke who may then be living, and if there be no such lineal descendants of my said grandson Angier B. Duke then living, then in all respects in accordance with the statutes of the State of New York governing the descent of real property to and among those who by said statutes would have inherited real property then owned by me in said State had I died intestate at the time of the termination of this Trust.

(3) The balance of said residuary estate absolutely and in fee simple to my daughter, MARY DURE BIDDLE.

(4) As respects each of the aforesaid trusts, it is my will that:

The said Trustee shall have power to hold, manage and invest, and from time to time as need be to re-invest the properties held in said trust for the benefit and advantage of the beneficiaries thereof in such good and productive stocks, bonds or mortgages as will provide, if possible, a sure and regular income.

The said Trustee and its successors shall have power to retain any investments made by me in my lifetime without liability for loss or shrinkage, or to change the property received by it under this will into other property as it deems best for the respective beneficiaries, and to that end it shall have power to sell, assign, transfer, exchange, deliver and convey any property at any time, and it shall invest the proceeds of all such sales and exchanges in any property it thinks best, but in all investments I charge it and its successors to be more careful as to the security of the funds than as to the acquisition of high rates of interest, my desire being to have my property prudently and securely managed rather than hazarded in what may promise great gains.

Benjamin N. Duke

Subject to the other provisions of this will, said Trustee shall pay, apply, divide and distribute such income, revenues and profits quarterly, semi-annually or annually, as may in its discretion be found best suited to the due administration of the trust.

Said Trustee shall have power to pay all taxes, levies and assessments which may be validly imposed upon the Trust Estate, or any part thereof, in respect thereof, or which may be incurred in the exercise of any of the powers conferred by this Will, as well as all costs, charges, and expenses of administering this Trust, which shall include adequate insurance, necessary repairs, and compensations to the Trustee for its services as such.

In the event that any stock dividend shall be declared upon any of the stock held under this instrument, the said stock received pursuant thereto shall for all purposes be treated and deemed to be principal even if the said stock dividend shall represent earnings. In the event that any rights shall accrue to or be declared in favor of any stock held hereunder, the said rights shall be sold by said Trustee and the proceeds thereof shall for all purposes be treated, considered, and deemed as income, revenues, and profits.

No Trustee hereby appointed, and no Trustee appointed in pursuance of any powers herein contained, shall be required to give any bond or other security for the performance of his, her or its duty as such Trustee nor shall any Trustee be required to reserve any part of the income of any investment or security for the purpose of creating a sinking fund to retire or absorb the premium in the case of bonds or other securities taken over, purchased or acquired by the Trustee at a premium.

The said Trustee may join in, assent to and make payments under any reorganization plan prepared and presented by or in behalf of committees of security holders, affecting or relating to securities held under the Trust Estate created herein, and is also hereby empowered to use or apply in its discretion any funds from the corpus of the Trust Estate, and, if necessary, is empowered to sell sufficient of the securities held hereunder for the purpose of making such payment.

ITEM XI

The devises and bequests to and for the benefit of my said wife, SARAH P. DUKE, are no larger because of the ample manner in which I have heretofore provided for her, and such devises and bequests are intended to be in lieu of dower as well as in lieu of any interest or right which she might otherwise have by virtue of any laws of descent or distribution in any property, real or personal, which I may own at the time of my death, and her acceptance thereof shall constitute a waiver of her dower and of all such other rights and interests.

It is my wish, and I so direct, that no sum of money or other property of any character whatsoever given by me to my said daughter or to either of my said grandchildren during my lifetime shall be considered as advances to her or him, and that no one of them shall be required to account for any such gifts in the settlement of devises or bequests made in this will.

If any devisee, legatee or beneficiary, near or remote, immediate or contingent, under this will attempts to break this will or to set it aside in whole or in any part or to evade or disregard any part of it, he, she or it shall immediately upon the institution of any suit at law or in equity or of any special proceeding or legal operation or litigation, ipso facto, lose, forgo, surrender and forfeit any devises or bequests made to him, her or it under this will as if he, she or it had not been named or referred to in this will, and as fully as if he or

Benjamin H. Duke

she had never lived or it had never existed, and thereupon any or all of said devises and/or bequests shall be paid, transferred and/or delivered to ANGLIER B. DUKE MEMORIAL, INC., a Delaware corporation, as if said Angier B. Duke Memorial, Inc., had been named as beneficiary in any or all of such devises and or bequests.

ITEM XII

I nominate, constitute and appoint my son-in-law, ANTHONY J. DREXEL-BIDDLE, JR., and my friends GEORGE G. ALLEN, JOHN C. THOM and WILLIAM R. PERKINS, to be Executors of this Will and of all my estate, and direct that none of them be required to give or furnish any bond or security as such Executor, and that all costs and expenses incurred by them in and about performing the duties of Executors, including railroad and other travelling expenses and hotel bills, while away from their respective homes on duties of my estate, be borne and paid out of my estate or refunded to them respectively if they shall have paid any such costs and expenses. In case any bond or security be anywhere required of any of them the cost and charges of procuring and giving same shall be a part of the expense of administering my estate. None of my Executors shall receive any compensation for serving as Executor. A majority of my Executors may act, and their action shall be as binding as if all had acted. Each of my Executors is hereby empowered to name in his will his successor as Executor of this my Will. I hereby confer on my Executors full right and power to sell at public or private sale any and all property I may own at my death for such price, on such terms, for such consideration and at such time or times as they may deem to be to the best interest of my estate, to execute and deliver in due and legal form such transfers, conveyances, and assignments thereof as may be necessary to vest in the purchasers such title thereto as I may have had at the time of my death, and to give receipts, releases and acquittances for each and every payment made and lien taken or reserved. No purchaser shall be required to see to the application of the purchase money. Any legacy given or bequest made or trust created by this Will may be satisfied by my Executors wholly or partly in money or property, and the judgment and decision of my Executors in this respect, as well as with respect to the kind, quantity and value of the property to be utilized for such purpose or in and for the distribution, allotment or division that shall be made of my estate shall be final and conclusive on all interested parties, my Executors being hereby constituted the sole arbiters of any and all such questions and matters. All the powers conferred upon my Executors shall devolve upon and may be fully exercised by the survivors or survivor thereof. I hereby authorize my Executors, in addition to the other powers conferred on them by this Will, to subscribe, purchase and pay for on behalf of and out of my estate, any and all stocks, bonds, or other securities of corporations to the extent my estate may become entitled to take and pay for the same, hereby vesting in my said Executors complete and absolute power and discretion in this respect.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my seal unto this, my Last Will and Testament, consisting with page Eleven (11) pages, each page of which, except this page, I have identified by signing my name on the margin thereof, all on the 7 day of October, 1928.

BENJAMIN H. DUKE (L. S.)

The foregoing instrument, consisting with this page of Eleven (11) pages, was on this 7th day of October, 1926, signed, sealed, published and declared by the above named testator, BENJAMIN H. DUKE, as and for and to be his Last Will and Testament in the joint presence of us, who at his request and in his presence, and in the presence of each other, have herunto subscribed our names as witnesses this 7th day of October, 1926.

ALEXANDER H. SANDS JR.	residing at	145 Christopher St., Montclair, N. J.
WILLIAM LEE BALDWIN	residing at	318 W. 100th St., New York, N. Y.
FORREST HYDE	residing at	Bronxville, New York.

Edmondson Allen Cemetery FD TUW



TR000100558300



INSTRUMENT

LEGAL FOLDER



01/20/2001

100558300

EDMONDSON-ALLEN CEMETERY FUND

TRB 004148

WILL

I, RUFUS L. ALLEN, of Waynesville, Haywood County, North Carolina, hereby revoke any will heretofore made by me and declare this to be my last will.

(1) I direct my executors to erect at my grave a suitable monument at a cost not to exceed One Thousand (\$1,000.00) Dollars.

(2) I give and bequeath to the Wachovia Bank and Trust Company, a North Carolina Corporation, with an office in Asheville, North Carolina, the sum of Two Thousand (\$2000) Dollars, to be held by it in trust perpetually to invest and keep invested and apply the net income to the upkeep of my burial plot in Green Hill Cemetery at Waynesville, North Carolina, and the burial plot of my family at Bethel Cemetery, at Woodrow, Haywood County, North Carolina.

(3) I give and bequeath all of my medical books and instruments to the Medical Department of the University of Maryland.

(4) All the rest and residue of my property of whatever nature and wherever situate, I give, devise and bequeath to my wife, Marian Wilton Allen, absolutely and in fee.

I nominate and appoint my said wife and the Wachovia Bank and Trust Company executors of this my will, and as compensation for their services as executors, they shall retain the usual commissions allowed by law.

IN WITNESS WHEREOF, I have hereto set my hand and seal this the 15 day of October, 1926.

(Sd.) Rufus L. Allen (SEAL)

Signed, sealed, published and declared as and for his last will by the testator, Rufus L. Allen, in our presence, who, at his request and in his presence, and in the presence of each other have hereunto subscribed our names as witnesses.

(Sd.) J. R. Boyd

(Sd.) J. L. Palmer

William T. Hannah

We hereby certify that the above is a true and correct copy of the will of Dr. Rufus L. Allen, which is recorded in the Office of the Clerk of the Superior Court, Haywood County, North Carolina, Book 4, Page

WITNESSES

WACHOVIA BANK & TRUST COMPANY

By [Signature]
Trust Officer

Fisher, A TUA FBO HT Lutheran
Church

#180

10/985500

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

THIS AGREEMENT, made this the 9th day of march, 1963, between ARTHUR W. FISHER of Concord, North Carolina, hereinafter called the Grantor, and CABARRUS BANK AND TRUST COMPANY, a corporation organized and existing under the laws of the State of North Carolina, hereinafter called the Trustee;

W I T N E S S E T H :

That the Grantor has this day delivered to the Trustee the property described in Schedule "A", hereto attached, and the Trustee agrees to hold and administer all of the assets, together with all additions thereto and all reinvestments thereof, in perpetuity as the principal of a trust estate in accordance with the terms and provisions hereinafter set out.

ARTICLE I

The Trustee shall receive, hold, manage, convert, sell, exchange, assign, alter, invest, reinvest and otherwise deal with the described properties as it in its discretion shall deem to be for the best interests of the trust. By way of illustration, but not of limitation of the Trustee's powers, the Grantor hereby authorizes the Trustee:

1. To receive all dividends, income, rents, issues and properties of every nature due the trust estate.

2. To retain the properties now or hereafter received by it or to dispose of them as and when it shall deem advisable by public or private sale or exchange or otherwise, for cash or upon credit or partly for cash and partly upon credit and upon such terms and conditions as it shall deem proper.

3. To participate in any plan of liquidation, reorganization, consolidation, merger, incorporation or other financial adjustment of any business or corporation in which the trust estate is or shall be financially interested and to exchange any property held in the trust estate for property issued under any such plan.

4. To pay such charges and expenses as the Trustee shall deem requisite or desirable for the protection of any property belonging to the trust estate.

5. In case of doubt, to determine what receipts of cash or other property shall be credited to principal and what to income and what expenses or other payments shall be charged against principal and what against income, and all such determinations shall be conclusive and binding upon all persons interested in the trust estate.

6. To compromise, arbitrate or otherwise adjust or settle claims in favor of or against the trust estate.

7. To make improvements upon any lands belonging to the trust estate and to make, or to join with other persons in making, partition of any such lands.

8. To execute such deeds, leases, contracts, bills of sale, notes, proxies and other instruments as the Trustee shall deem requisite or desirable in the proper administration of the trust estate.

9. The Trustee shall at any and all times during the life of this trust be authorized and empowered to invest any of the assets thereof from time to time in any property, assets or securities, whether or not such property, assets or securities are considered legal investments under the laws of the State of North Carolina, and in making investments and reinvestments the Trustee shall not be liable on the account thereof, except in the case of willful misconduct.

ARTICLE II

1. During the lifetime of the Grantor, the income from the trust shall be accumulated and added to and become a part of the principal of the trust fund.

2. From and after the death of the Grantor, the Trustee shall at appropriate intervals, not less than annually, pay out the income from this trust to the Treasurer or other proper officer of Holy Trinity Lutheran Church, Mt. Pleasant, North Carolina, for the purpose of maintaining, keeping up and beautifying the Daniel Fisher burial plot in the Holy Trinity Lutheran Church Cemetery, Mt. Pleasant, North Carolina. The said plot is described in receipt from Jonas Cook, Treas. E.L.H. Trinity Church, dated March 24, 1886, which receipt is hereto attached.

3. Any of said money not needed for said purpose shall be used to maintain, keep up and beautify the remaining portion of the said Holy Trinity Lutheran Church Cemetery, Mt. Pleasant, North Carolina.

4. My Trustee shall have the absolute power to pay the income out in some other manner for the purposes aforesaid if it, in its discretion, shall at any time decide that it is advisable to do so.

ARTICLE III

In administering this trust and in paying out the income for the purposes intended, the decision of the Trustee shall be final and it shall not be liable whatsoever on the account thereof.

ARTICLE IV

As compensation for its services, the Trustee shall be entitled to retain from the income such commissions as may be reasonable, but in no case shall the fee be less than Fifty (\$50.00) Dollars per annum.

IN WITNESS WHEREOF, the Grantor has signed this agreement and affixed his seal and the Trustee, in acceptance of the trust herein created, has caused this instrument to be signed by its Vice President and Trust Officer and

attested by its Secretary and its corporate seal to be
affixed, all as of the date first above stated.

Arthur W. Fisher (SEAL)
Arthur W. Fisher

Subscribed and sworn to before me
this the 17 day of February, 1963.

Th. M. McLaughlin
Notary Public

My commission expires: June 1, 1964

CABARRUS BANK AND TRUST COMPANY

By: T. L. Ross
T. L. Ross
Vice President and Trust Officer

ATTEST:

D. B. Austell
D. B. Austell, Secretary

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

:
:
:

EXHIBIT "A"

The property, assets and securities listed below have been delivered by ARTHUR W. FISHER to CABARRUS BANK AND TRUST COMPANY, Concord, North Carolina, to be held, administered and disposed of under the terms and provisions of Agreement dated the 9th day of march, 1963, to which this Exhibit is attached and made a part. The property, assets and securities are as follows:

<u>DESCRIPTION</u>	<u>NO. SHARES</u>
Cannon Mills Company, common no par voting	15
Standard Oil Company of New Jersey	20
Consolidated Natural Gas Company	32

This the 9th day of march, 1963.

Arthur W. Fisher

(SEAL)

The Cabarrus Bank and Trust Company acknowledges receipt of the above property, assets and securities, this the 9th day of march, 1963.

CABARRUS BANK AND TRUST COMPANY

By: A. L. Ross
VICE PRESIDENT & TRUST OFFICER

\$5⁰⁰.

Received of Daniel Fisher Five
Dollars for a lot in the Evangelical
Lutheran Holy Trinity's Cemetery,
assigned to William H. Fisher
and Daniel Fisher. Said lot
is the first lot on the third row
of lots from the West and north.
Given this 24th March 1886

Jonas Cook, Treas,
E. L. H. Trinity Church

Thanks

Hanes, R FBO Hanes Hodgkin Cem TUA



TR000107945200



INSTRUMENT

LEGAL FOLDER



01/20/2001

107945200

HANES & HODGIN CEM LOTS RMH

TRB 002747

79452

LIVING TRUST AGREEMENT

THIS AGREEMENT, made the 23rd day of April, 1952, and executed in duplicate, between ROBERT M. HANES, of Winston-Salem, North Carolina, hereinafter called the Grantor, and Wachovia Bank and Trust Company, a corporation organized and existing under the laws of the State of North Carolina, hereinafter called the Trustee, WITNESSETH THAT

PROPERTY ENTRUSTED. - The Grantor, in consideration of one dollar paid to the Grantor by the Trustee, receipt of which is hereby acknowledged, has delivered to the Trustee the properties itemized on the sheet attached, marked A and made a part of this agreement, which, together with other properties that may hereafter be brought within the operation of this agreement, shall be held by the Trustee or its successor in trust for the purposes hereinafter set forth.

TRUSTEE'S POWERS. - The Trustee shall receive, hold, manage, convert, sell, exchange, assign, alter, invest, reinvest and otherwise deal with the above described properties as it in its discretion shall deem to be advisable. By way of illustration but not of limitation of the Trustee's powers, the Grantor hereby authorizes the Trustee:

1. To receive all rents, issues, income, profits and properties of every nature due the trust and to dispose thereof in accordance with the terms of this agreement;
2. To retain the properties now or hereafter received by it or to dispose of them as and when it shall deem advisable by public or private sale or exchange or otherwise, for cash or upon credit or partly for cash and partly upon credit and upon such terms and conditions as it shall deem proper;
3. To participate in any plan of liquidation, reorganization, consolidation, merger or other financial adjustment of any corporation or business in which the trust is or shall be financially interested and to exchange any property held in the trust for property issued under any such plan;
4. To pay such charges and expenses as it may deem expedient or desirable for the protection of any property belonging to the trust;
5. To determine what receipts of cash or other property shall be credited to principal and what to income and what expenses or other payments shall be charged against principal and what against income, and all such determinations shall be conclusive and binding upon all persons interested in the trust;
6. To invest or reinvest the funds belonging to the trust in such stocks (common or preferred) or bonds or other securities or real or personal properties as shall from time to time be approved by the Trust Investment Committee or other similar Committee of the Trustee (specifically including investment in the Common Trust Fund of Wachovia Bank and Trust Company), and to hold any investment belonging to the trust in bearer form or to register and hold the same in the name of its duly authorized nominee;
7. To compromise, arbitrate or otherwise adjust or settle claims in favor of or against the trust; and

8. To execute and deliver such instruments in writing as the Trustee shall deem desirable or requisite in the proper administration of the trust,

No person having transactions with the Trustee shall be required to see to the application by the Trustee of any property involved in such transactions.

The Trustee shall not be liable for depreciation in the value of any property held in the trust estate or for any error of judgment but shall be liable for acts of bad faith, negligence or wrongdoing.

Income (DISTRIBUTIVE PROVISIONS. - The net income derived from this trust shall be paid or applied, in such manner and at such intervals and in such amounts as the Trustee in its sole discretion shall from time to time deem requisite or desirable, in providing for the special care of the John W. Hanes and S. H. Hodgkin lots numbers 10 and 11 in Section G of Salem Cemetery, Winston-Salem, North Carolina. By way of illustration but not of limitation the term "special care" as herein used shall include placing flowers on the graves in said lots at Easter and other appropriate seasons, re-seeding and re-sodding, planting and care of shrubbery, and such general maintenance and beautification of the said lots as shall not be provided by the perpetual care contracts with Salem Cemetery Company.)

IRREVOCABLE. - The Grantor hereby declares that the Grantor has been advised by counsel as to the legal effect of the execution and acceptance of this agreement, including all rights of revocation or alteration hereof possessed by the Grantor, or given to the Grantor by any statute of the State of North Carolina or by any decision of its courts or otherwise; that the Grantor is fully aware of the said legal effect, of the said rights, and of the character and the value of the property hereby transferred and conveyed; and that the Grantor has given consideration to the question whether this agreement or the trusts or any vested or contingent beneficial interests hereby created shall be revocable or irrevocable. The Grantor hereby declares that this agreement and all trusts and beneficial interests, whether vested or contingent, hereby created shall be irrevocable and that the Grantor shall hereafter stand without power at any time to revoke, change, or annul any of the provisions herein contained or any of the vested or contingent beneficial interests affected thereby, whether pursuant to a statute of the State of North Carolina or a decision of its courts or otherwise, but that the Grantor or any other person desiring so to do may bring other properties within the operation of this agreement.

Lead (COMPENSATION OF TRUSTEE. - As compensation for its services the Trustee shall be entitled to retain the commissions stipulated in its regularly adopted schedule of compensation in effect and applicable at the time of the performance of such services.)

THIS AGREEMENT (except as herein otherwise provided) shall be construed in accordance with, and the administration of the properties held in trust hereunder shall be determined by, the laws of the State of North Carolina irrespective of the domicile or residence of the Grantor or of the situs of any property (real or personal) held in trust hereunder.

IN WITNESS WHEREOF, the Grantor has signed this agreement and affixed the seal adopted by the Grantor; and the Trustee, in acceptance of the trusts hereby

9452

created, has caused this agreement to be signed by one of its Vice Presidents and attested by its Secretary or one of its Assistant Secretaries, and its corporate seal to be affixed, all as of the date first above stated.

Robert M. Hanes (SEAL)
Grantor

WACHOVIA BANK AND TRUST COMPANY, Trustee

By Ans. B. Moore Jr.
Vice President

Attest:

A. Bull
Secretary

9452

SHEET A

THE WACHOVIA BANK AND TRUST COMPANY acknowledges receipt of the following described properties which are to be held by it in trust for the purposes set forth in the foregoing trust agreement of which this sheet is specifically made a part:

\$540.00 in cash

This 23rd day of April, 1952.

WACHOVIA BANK AND TRUST COMPANY,

By

W. E. Wood Jr.
Vice President

Attest:

L. B. [Signature]
Secretary

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Wachovia Bank and Trust Company hereby acknowledges receipt of the following described sums which are to be added to and administered as a part of the trust created by virtue of the provisions of a trust agreement dated April 23rd, 1952, executed by and between Robert M. Hanes and Wachovia Bank and Trust Company, for the purpose of providing for the special care of the John W. Hanes and S. H. Hodgins lots in Salem Cemetery pursuant to the terms and provisions set forth in the said agreement:

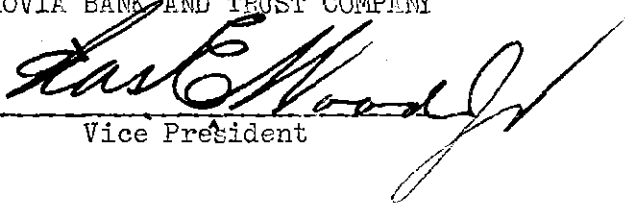
1. \$ 540.00 in cash, contributed by James G. Hanes
2. \$ 540.00 in cash, contributed by John W. Hanes
3. \$ 540.00 in cash, contributed by Ralph P. Hanes
4. \$ 540.00 in cash, contributed by Elizabeth P. Hanes

\$2,160.00 Total

This 24th day of April, 1952.

WACHOVIA BANK AND TRUST COMPANY

By


Vice President

Idol, J D FBO Abbotts Creek Cemetery



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INSTRUMENT

LEGAL FOLDER



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BESSIE & J.J. IDOL GRAVESITES

TRB 004127

W I L L

I, JOHN D. IDOL, of Guilford County, North Carolina, declare this to be my Last Will, hereby revoking any and all other Wills and Codicils heretofore made by me.

After the payment of my legal debts and funeral expenses, I dispose of my property as follows:

ARTICLE I.

I direct that all Estate and Inheritance taxes and other taxes in the general nature thereof which shall become payable upon or by reason of my death with respect to any property passing by or under the terms of this will or any codicil to it hereafter executed by me, or with respect to the proceeds of any policy or policies of insurance on my life, or with respect to any other property included in my gross estate for the purpose of such taxes, shall be paid by my Executor out of the principal of my residuary estate, and I direct that no part of any of such taxes be charged against (or collected from) the person receiving or in possession of the property taxed, or receiving the benefit thereof, it being my intention that all such persons, legatees, devisees, appointees, and beneficiaries receive full benefits without any diminution on account of such taxes.

ARTICLE II.

I direct my Executor to cause my body to be entombed at Guilford Memorial Mausoleum in a crypt purchased by me

John D. Idol

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prior to my death, or if I have not acquired one prior to my death, my Executor shall purchase an appropriate crypt selected by my Executor in its sole discretion, bearing in mind my wishes and expressions to it prior to my death. If a crypt is not available at such mausoleum, my Executor shall select an appropriate mausoleum in its sole discretion, again bearing in mind my wishes and desires as expressed to it by me prior to my death, or by instructions given to it by me.

ARTICLE III.

05-22282-00 I give and bequeath the sum of FIVE THOUSAND ¹⁰(\$5,000.00) DOLLARS to WACHOVIA BANK AND TRUST COMPANY, N. A. In Trust to be held in perpetuity, and the income therefrom shall be paid or applied to and for the care, maintenance and up-keep of the grave sites of my mother and father situate at Abbott's Creek Baptist Church in Davidson County, North Carolina. (In the event any of the aforesaid graves shall be forced by lawful authority to be removed or transferred to other locations, and such authority does not bear the cost and expense of such removal, the income and principal of this trust may be used and applied by the Trustee for such removal, it being my express intent and purpose to maintain and care for such grave sites in perpetuity.)

D. Idol
J. W. Gilliam

ARTICLE IV.

I give and bequeath cash bequests in the amounts and to designated persons as follows:

- THIRTY-FIVE THOUSAND (\$35,000.00) DOLLARS to my brother, CHARLES W. IDOL, of New York, N. Y.
- FIFTEEN THOUSAND (\$15,000.00) DOLLARS to my sister-in-law, MRS. VIRGINIA HARRIS IDOL of Los Angeles, California.
- FIFTEEN THOUSAND (\$15,000.00) DOLLARS to my sister, MRS. MARY GILLIAM (MRS. J. W. GILLIAM, SR.) or Elon College, North Carolina.

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- FIFTEEN THOUSAND (\$15,000.00) DOLLARS to my brother, P. C. IDOL, of High Point, N. C.

If any of the aforesaid named persons shall predecease me leaving children surviving, the share to which such persons would be entitled shall be delivered and conveyed to the surviving children of such deceased one per stirpes. If any of the aforesaid named persons shall predecease me without leaving children surviving, the share of such deceased one shall augment the share or shares of the other surviving persons and the share of the children of a deceased one per stirpes.

- FIVE THOUSAND (\$5,000.00) DOLLARS to my sister-in-law, EVA CALAHAN IDOL, of Kernersville, N. C., if living, or if she shall be deceased, to her surviving children, share and share alike.
- ONE THOUSAND (\$1,000.00) DOLLARS to the REVEREND WILLIAM P. PRICE, if living.

ARTICLE V.

I give and bequeath the sum of SIXTY THOUSAND (\$60,000.00) DOLLARS to WACHOVIA BANK AND TRUST COMPANY, N. A., In Trust and the income therefrom and the principal thereof shall, in the sole discretion of the Trustee, be paid or applied for the reasonable needs of my sister, MATTIE IDOL, bearing in mind the availability of funds from my said sister's estate and other sources, as to which the judgment of the Trustee shall be conclusive, for and during her natural life. Upon the death of my said sister, MATTIE IDOL, all that remains in said trust shall be distributed in accordance with the provisions of my residuary clause, ARTICLE VI. hereinafter.

ARTICLE VI.

I give, devise and bequeath all the rest, residue and remainder of my property, real and personal, of every nature and kind and wherever situate, including lapsed legacies, if any, to the following charitable organizations and institutions in the designated parts as hereinafter set forth. As all of such

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charitable organizations and institutions are qualified charitable organizations and institutions, there will be no Federal Estate or North Carolina Inheritance Taxes chargeable to such bequests. If, however, for some reason or cause, any of such charitable organizations and institutions shall not qualify as a charitable organization or institution, thereby resulting in an Estate and Inheritance tax chargeable to such bequest, then and in such event, the share which such non-qualifying organization or institution shall receive shall be charged with such tax, and my Executor shall deduct such tax from the share of such non-qualifying organization or institution.

- John D. Idol*
- (a) FORTY (40) PARTS to the UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL, NORTH CAROLINA, or its successor, same to be designated as the "John D. Idol Memorial Scholarship Fund." This fund shall be managed, invested and administered by the Board of Trustees of the University of North Carolina, and the income therefrom or the principal thereof, or both principal and income, shall be paid and applied to or for the benefit of qualified students attending or entering the School of Religion or the School of Medicine, or other Schools within the University, it being my wish and desire that qualified students attending or entering Schools of Religion or Medicine be given first consideration, but without in any way restricting or limiting the use of the funds for qualified students attending or entering other Schools within the University. The amount of a scholarship, whether in part or in full, and the qualification and selection of such students shall be determined and made by the University Scholarship Committee or such other committee as the Trustees may designate for such purposes, by such means or methods as it, in its sole discretion and judgment, shall deem proper and feasible.
- (b) TWENTY (20) PARTS to the TRUSTEES OF HIGH POINT COLLEGE, INC., High Point, North Carolina, or its successors, same to be designated as the "John D. Idol Memorial Scholarship Fund." This fund shall be managed, invested and administered by the Board of Trustees of High Point College, and the income therefrom or the principal thereof, or both principal and income, shall be paid or applied to or for the benefit of qualified students attending or entering said college,

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John D. Idol

it being my wish and desire, but without in anywise restricting or limiting the use of said funds for such purposes, that first consideration be given to qualified students attending or entering the fields of Religion and Humanities. The amount of a scholarship, whether in part or in full, and the qualification and selection of such students shall be as determined and made by the Scholarship Committee of High Point College, or such other committee as may be designated and appointed by the Board of Trustees of High Point College for such purpose, by such means or methods as it, in its sole judgment and discretion, shall deem proper and feasible.

- (c) EIGHT (8) PARTS to MARYFIELD NURSING HOME, or its successors, in High Point, North Carolina, same to be designated as a memorial to John D. Idol.
- (d) EIGHT (8) PARTS to HIGH POINT MEMORIAL HOSPITAL, INC. or its successors, same to be designated as a memorial to John D. Idol.
- (e) EIGHT (8) PARTS to the NORTH CAROLINA CHAPTER, THE ARTHRITIS FOUNDATION, RALEIGH, N. C., through the High Point, North Carolina, chapter.
- (f) THREE AND ONE-HALF (3-1/2) PARTS to the HOUSE OF PRAYER, High Point, North Carolina.
- (g) THREE AND ONE-HALF (3-1/2) PARTS to the NORTH CAROLINA HEART ASSOCIATION, INC., through the High Point, North Carolina, chapter.
- (h) THREE AND ONE-HALF (3-1/2) PARTS to the HIGH POINT UNIT OF THE AMERICAN CANCER SOCIETY - GUILFORD COUNTY, N. C.
- (i) THREE AND ONE-HALF (3-1/2) PARTS to THE VESTRY OF SAINT MARY'S PROTESTANT EPISCOPAL CHURCH OF HIGH POINT, NORTH CAROLINA, or its successor.
- (j) TWO (2) PARTS to THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF HIGH POINT, INCORPORATED, or its successors, of High Point, North Carolina, same to be designated as a memorial to John D. Idol.

ARTICLE VII.

I designate and appoint WACHOVIA BANK AND TRUST COMPANY, N. A., Executor of this my Last Will and Testament, to execute same according to its true purpose and intent.

I authorize my Executor and my Trustee, acting either as Executor or as Trustee, in the exercise of its sole discretion,

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John D. [Signature]

to retain any securities or other properties or assets owned by me at the time of my death, or subsequently acquired by my Executor or by my Trustee, so long as the retention thereof shall to it seem to be advisable and for the best interests of my estate or the trusts herein created; to sell real property or personal property either publicly or privately, for cash or credit, without an order of court, or to exchange or convert real property or personal property, as and when to do so shall to it seem to be advisable and for the best interest of my estate or any of the trusts; to invest or reinvest the funds of my estate or the funds of the several trusts in such common or preferred stocks or bonds or other securities and properties as shall from time to time be approved by my Executor and my Trustee, without being restricted to statutory investments; to hold any investment belonging to my estate or any of the trusts in bearer form or to register and hold any such investment in the name of any duly authorized nominee of my Executor; to employ real estate agents and other personnel in connection with the rental and management of any real properties, and to pay such agents and personnel a reasonable fee for their services rendered; to participate in any plan of liquidation, reorganization, consolidation or other financial adjustment of any corporation or business in which my estate shall be financially interested, and to accept and hold any stocks or bonds or other properties acquired under such plan; to compromise, arbitrate or otherwise adjust or settle claims in favor of or against my estate; to divide or allot all or any portion of the properties and assets so divided or allotted; to renew or extend any obligations on which I shall be bound, or to borrow money for the benefit

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of my estate, and if my Executor shall deem it requisite or desirable to do so, to secure such obligations or loans by mortgage or pledge, of any property belonging to my estate without incurring any personal liability on account thereof, and to execute such deeds, leases, notes, contracts, proxies, bills of sale and other instruments as my Executor shall deem requisite or desirable in the businesslike settlement of my estate.

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(Neither my Executor nor Trustee shall be required to give any bond in connection with the settlement of my estate, and as compensation for services as Executor and Trustee, I direct that WACHOVIA BANK AND TRUST COMPANY, N. A. shall be entitled to retain the commissions stipulated in its regularly adopted schedule of compensation in effect and applicable at the time of such services; provided, however, that said compensation shall not exceed the commissions then allowable by law for such services.)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, this the 15th day of September, 1970.

John D. Idol (SEAL)

Signed, sealed, published and declared by the said JOHN D. IDOL as and for his Last Will in the presence of us who, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses:

Arthur M. Hays

Edna H. Shelley

Anna H. Thomas

- WITNESSES -

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C O D I C I L

I, JOHN D. IDOL, of Guilford County, North Carolina, ratifying and continuing in full force and effect my Last Will signed the 15th day of September, 1970, except as modified herein, declare this to be a Codicil to my said Last Will.

ITEM I

I amend Article II of my said Will by inserting after the word "select" in line 6 of page 2 and before the word "an" the following words:

"and erect or purchase"

so that the wording shall be:

"my Executor shall select and erect or purchase an appropriate mausoleum."

ITEM II

I amend Article III of my said Will by inserting at the end of said Article III an additional unnumbered paragraph reading as follows:

"My Trustee shall not be required to qualify in or to file in any court or with any public official any reports or accounts relating to the administration of this trust, except to the extent that I have no power to excuse the qualifying in and filing of such reports or accounts, provided, however, my Trustee shall furnish annually, or at more frequent intervals, reports and accounts thereof to the governing board of the cemetery at Abbotts Creek Baptist Church, in Davidson County, North Carolina. The receipt of the Trustee shall operate as full acquittance and discharge of my Executor for the property and funds turned over to my Trustee".

ITEM III

I amend Article IV by striking out the present wording of Article IV and inserting in lieu thereof a new Article IV

reading as follows:

- FORTY THOUSAND (\$40,000.00) DOLLARS to my brother, CHARLES W. IDOL, of New York, N. Y.
- TWENTY THOUSAND (\$20,000.00) DOLLARS to my sister-in-law, MRS. VIRGINIA HARRIS IDOL of Los Angeles, California.
- TWENTY THOUSAND (\$20,000.00) DOLLARS to my sister, MRS. MARY GILLIAM (MRS. J. W. GILLIAM, SR.) of Elon College, North Carolina.
- TWENTY THOUSAND (\$20,000.00) DOLLARS to my brother, P. C. IDOL, of High Point, N. C.
- TEN THOUSAND (\$10,000.00) DOLLARS to my sister, PEARL IDOL WILLARD.
- TWENTY THOUSAND (\$20,000.00) DOLLARS to my sister, ETTA IDOL MOOREFIELD.

If any of the aforesaid named persons shall predecease me leaving children surviving, the share to which such persons would be entitled shall be delivered and conveyed to the surviving children of such deceased one per stirpes. If any of the aforesaid named persons shall predecease me without leaving children surviving, the share of such deceased one shall augment the share or shares of the other surviving persons and the share of the children of a deceased one per stirpes.

- FIVE THOUSAND (\$5,000.00) DOLLARS to my sister-in-law, EVA CALAHAN IDOL, of Kernersville, North Carolina, if living, or if she shall be deceased, to her surviving children, share and share alike.
- ONE THOUSAND (\$1,000.00) DOLLARS to the REVEREND WILLIAM P. PRICE, if living.

ITEM IV

- (a) I hereby amend Article V of my said Will by striking out the present Article V and inserting in lieu thereof the following:

I give and bequeath the sum of ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS to WACHOVIA BANK AND TRUST COMPANY, N. A., In Trust. The Trustee shall add all of the net income to the trust principal and out of said trust principal shall pay to my sister, MATTIE IDOL, in each fiscal year of the

trust, beginning with the date of my death, in convenient installments, not less frequently than annually, an amount equal to Eight (8%) Per Cent of the net fair market value of the trust assets valued annually as of the beginning of the trust taxable year.

- (b) Upon the death of my said sister, her interest shall cease and her estate shall have no claim (prorata or otherwise) against the trust fund. The balance of said trust fund shall be distributed in accordance with the provisions of my residuary clause.
- (c) In the administration of the trust, the Trustee is prohibited from exercising any powers or discretion in such manner as to cause the trust to fail to qualify under the provisions of the federal Internal Revenue Code as a charitable remainder unitrust, including, but not by way of limitation the following:
 1. Any act of self-dealing (as defined in Section 4941 (d) of said Code).
 2. From retaining any excess business holdings (as defined in Section 4943 (c) of said Code).
 3. From making any investments in such manner as to incur a tax under Section 4944 of said Code.
 4. From making any taxable expenditures (as defined in Section 4945 (d) of said Code).

After the death of my sister, and until such time as the trust is distributed to the residuary beneficiaries, the Trustee shall distribute the net income from the trust and, to the extent necessary, such portion of the principal thereof, so as not to subject the trust to tax under Section 4942 of said Code.

The references herein to designated sections of the federal Internal Revenue Code shall be deemed to include any corresponding provisions of the federal tax laws at any time and from time to time in force and effect during the continuance of, and until the final termination of, this trust.

- (d) If my sister shall fail to survive me, then upon my death, I bequeath and devise the aforesaid trust property to the residuary beneficiaries named in my Will and for the purposes indicated therein.
- (e) My Trustee shall not be required to qualify in or file in any court or with any public official any reports or accounts relating to the administration

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of this trust, except to the extent that I have no power to excuse the qualifying in and filing of such reports or accounts of such court or public official; provided, however, my Trustee shall furnish annually, or at more frequent intervals, reports and accounts thereof to the beneficiary then entitled to the income therefrom. The receipt of the Trustee shall operate as full acquittance and discharge of my Executor of the property turned over to my Trustee.

ITEM V

I amend Article VII of my said Will by inserting at the very beginning of Article VII the following provision:

"In the event that any of the powers or provisions of this Article VII are in conflict with the provisions and restrictions of the charitable remainder unitrust contained in Article V of my Will relative to the requirements of a charitable remainder unitrust, then the powers and restrictions in the said Article V shall govern to the end that said trust shall qualify for the tax exemption provision under Section 664 (d) (2) of the Internal Revenue Code of 1954 or corresponding provisions of any subsequent federal tax law."

IN WITNESS WHEREOF; I, JOHN D. IDOL, continuing my Last Will in full force and effect, EXCEPT AS MODIFIED AND ADDED TO BY THIS INSTRUMENT, have hereunto set my hand and affixed my seal to this Codicil to my Last Will, this the 25th day of September, 1972.

John D. Idol (SEAL)
JOHN D. IDOL

Signed, sealed, published and declared by the said JOHN D. IDOL as and for a First Codicil to his Last Will and Testament, dated September 15, 1970, in the presence of us, who, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses:

Arthur M. Hays

WITNESSES -

John R. Brown

Jackie R. Davis

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SECOND CODICIL

I, JOHN D. IDOL, of Guilford County, North Carolina, declare this to be a Codicil to my Last Will dated September 15th, 1970, and a first Codicil dated September 25th, 1972.

1.

STRIKE AND DELETE the bequest to my brother, P.C. IDOL, of High Point, N. C. under ITEM III of the First Codicil to my Will, and substitute in lieu thereof the following:

" - TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS to my brother, P.C. IDOL, of High Point, North Carolina."

2.

STRIKE AND DELETE the following bequests in their entirety under ITEM III of the First Codicil to my Will, thereby eliminating and removing said bequests from my Will and First Codicil thereto:

" - TEN THOUSAND (\$10,000.00) DOLLARS to my sister, PEARL IDOL WILLIARD."

" - TWENTY THOUSAND (\$20,000.00) DOLLARS to my sister, ETTA IDOL MOOREFIELD."

" - FIVE THOUSAND (\$5,000.00) DOLLARS to my sister-in-law, EVA CALAHAN IDOL, of Kernersville, North Carolina, if living, or if she shall be deceased, to her surviving children, share and share alike."

EXCEPT AS HEREIN CHANGED, MODIFIED AND AMENDED, I hereby reaffirm my Will dated September 15th, 1970, and the First Codicil thereto dated September 25th, 1972, in all

John D. Idol

1019-096210

respects.

IN WITNESS WHEREOF, I have hereunto set my hand and
seal, this the 16th day of NOVEMBER, 1973.

John D. Idol (SEAL)
JOHN D. IDOL

Signed, sealed, published and declared by
the said JOHN D. IDOL as and for a Second
Codicil to his Last Will in the presence
of us, who, at his request, and in his
presence, and in the presence of each
other, have hereunto subscribed our names
as witnesses:

Halvin M. Hefner

Dean Roseau

WITNESSES -

Barbara B. Gilcott

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THIRD CODICIL

...

I, JOHN D. IDOL, of Guilford County, North Carolina, declare this to be a Third Codicil to my Will dated September 15th, 1970, and a First Codicil thereto dated September 25th, 1972, and a Second Codicil thereto dated November 16th, 1973.

1.

STRIKE AND DELETE the words and figures "FIVE THOUSAND (\$5,000.00) DOLLARS" from ARTICLE III. of my Will, and SUBSTITUTE IN LIEU THEREOF the following words and figures:

"TEN THOUSAND (\$10,000.00) DOLLARS".

2.

STRIKE AND DELETE ARTICLE IV. of my Will and all changes, modifications and amendments thereto in the First and Second Codicils to said Will, and SUBSTITUTE IN LIEU thereof a new ARTICLE IV. reading as follows:

"ARTICLE IV.

I give and bequeath cash bequests in the amounts and to designated persons as follows:

- TWENTY THOUSAND (\$20,000.00) DOLLARS to my brother, CHARLES W. IDOL, of New York, New York.
- TEN THOUSAND (\$10,000.00) DOLLARS to my brother, CLARENCE BICKETT IDOL.
- TWENTY THOUSAND (\$20,000.00) DOLLARS to my brother, P. C. IDOL.
- TWENTY THOUSAND (\$20,000.00) DOLLARS to

John D. Idol

My sister, MARY GILLIAM (MRS. J. W. GILLIAM,
SR.) of Elon College, North Carolina.

- TWENTY THOUSAND (\$20,000.00) DOLLARS to my
sister-in-law, MRS. VIRGINIA HARRIS IDOL,
of Los Angeles, California.

If any of the aforesaid named persons shall predecease
me leaving children surviving, the share to which such
deceased one shall be entitled shall be delivered and
conveyed to the surviving children of such deceased
one per stirpes. If any of the aforesaid named per-
sons shall predecease me without leaving children sur-
viving, the share of such deceased one shall augment
the share or shares of the other surviving persons and
the shares of the children of a deceased one per stir-
pes.

- ONE THOUSAND (\$1,000.00) DOLLARS to the
REVEREND WILLIAM P. PRICE, if living.

3.

STRIKE AND DELETE the words and figures "ONE HUNDRED
THOUSAND (\$100,000.00) DOLLARS" in ITEM IV subparagraph ((a)
in the First Codicil to my Will amending ARTICLE V of my Will,
and SUBSTITUTE IN LIEU THEREOF the following words and figures:

"TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS".

4.

STRIKE AND DELETE the words and figures "FORTY (40)"
in subparagraph (a) of ARTICLE VI. of my Will, and SUBSTITUTE
IN LIEU thereof the following words and figures:

"THIRTY (30)".

5.

STRIKE AND DELETE the words and figures "TWENTY (20)"
in subparagraph (b) of ARTICLE VI. of my Will, and SUBSTITUTE
IN LIEU THEREOF the following words and figures:

"THIRTY (30)".

EXCEPT AS HEREIN CHANGED, MODIFIED AND AMENDED, I

hereby reaffirm my Will dated September 15th, 1970, and the
First Codicil thereto dated September 25th, 1972, and the
Second Codicil thereto dated November 16th, 1973, in all
respects.

IN WITNESS WHEREOF, I have hereunto set my hand and
seal, this the 30th day of APRIL, 1974.

John D. Idol (SEAL)
JOHN D. IDOL

Signed, sealed, published and declared
by the said JOHN D. IDOL as and for a
Third Codicil to his Last Will in the
presence of us, who, at his request,
and in his presence, and in the pres-
ence of each other, have hereunto
subscribed our names as witnesses:

Arthur M. Hays
David L. Maynard

WITNESSES -

John R. Brown

Keith, John B TUW



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INSTRUMENT

LEGAL FOLDER



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JOHN B. KEITH CEMETERY PLOT

TRB 000452

STATE OF NORTH CAROLINA

COUNTY OF WAKE

Last Will and Testament

OF

JOHN B. KEITH

I, John B. Keith, domiciled in Wendell, Wake County, North Carolina, do make, publish and declare this to be my Last Will and Testament and I hereby revoke all wills and codicils heretofore made by me.

ARTICLE I

I direct that my funeral expenses, including the cost of a suitable grave marker, the cost of administering my estate and all legal debts allowable as claims against my estate be paid out of the general funds of my estate.

ARTICLE II

I direct that all the estate, inheritance, succession, legacy, transfer or other taxes imposed by reason of my death on property passing under or outside this Will and made payable by the laws of the United States, this state or any other state or country by reason of my death shall be paid out of my residuary estate, except that this provision shall not be construed as a waiver of any right which my Executrix or Executor may have to claim reimbursement for any such taxes due on account of property over which I have a power of appointment or which I have given away but which, for whatever reason, is included in my taxable estate, or on account of any insurance policies payable to beneficiaries other than my Executrix or Executor which are included in my taxable estate, or any other property included in my taxable estate which is not a part of the probate estate.

ARTICLE III

I give and bequeath the sum of \$5,000.00, plus any social security death benefit, plus any Veteran's Administration death benefit, plus any other monies due me or my estate because of my death to Wachovia Bank and Trust Company, N.A., as trustee, said sum to be held in trust in perpetuity by said trustee and one-half the income therefrom to be expended for the care, maintenance, and upkeep of the Keith Family Cemetery in which I shall be buried. The other half of the annual income shall be added to the principal.

ARTICLE IV

All the rest, residue and remainder of my estate, both real and personal property, of whatsoever kind and wheresoever situated, I hereby devise and bequeath to Wachovia Bank & Trust Company, N. A. as Trustee, without bond, to be held for the use, benefit and enjoyment of my grandnieces and grandnephews alive at the time of my death or born within ten lunar months thereafter, upon the following terms and conditions:

A. After the trust has been in existence for one year, the income from the trust shall be divided by the number of grandnieces and grandnephews, and equal, proportionate shares of said income shall be distributed to those grandnieces and/or grandnephews who have reached eighteen years of age on their respective birthdays throughout the life of the trust. As for those grandnieces and/or grandnephews who have not reached eighteen years of age by the time the trust has been in existence for one year, the trustee shall, annually, on their birthday, collect and withhold their portion of the income and invest and reinvest the same, collect income therefrom, and apply the income to the original portion for investment, until the said grandnieces and/or grandnephews reach the age of eighteen years, at which time a lump sum distribution of all prior accumulated income shall be made; and thereafter the proportionate share of the income from the principal shall be distributed to the grandnieces and/or grandnephews on each successive birthday.

John B. Keith

B. When my youngest grandniece or grandnephew living at any time reaches twenty-one years of age, my Trustee shall add any undistributed income to principal and then divide the principal into a sufficient number of equal shares to create one share for each grandniece or grandnephew of mine who is then living and one share for the then living descendants of each grandniece or grandnephew of mine who is then deceased. Each such share shall then be held and managed as a separate trust by my Trustee and distribution shall be made as follows:

1. The principal shall be distributed in equal and proportionate shares to each grandniece and grandnephew and to the descendants of any deceased grandniece and/or grandnephew, per stirpes, subject to the provisions in Paragraph 2 below.

2. In the event that the descendants of a deceased grandniece and/or grandnephew have not reached the age of eighteen years, then their share or shares shall be withheld in a separate trust and handled as the trust set up by this article.

ARTICLE V

I appoint Wachovia Bank & Trust Company, N.C. and my nephew, Harold E. Keith, Knightdale, North Carolina, to be Co-Executors without bond of this my last Will. If my nephew, Harold E. Keith, shall predecease me or for any reason shall fail to qualify as Co-Executor hereunder, or having qualified, shall die or fail to complete the administration of my estate, then in such event, I appoint James H. Keith, of Apex, North Carolina his successor or successors, to be Co-Executor of this my last Will and Testament without bond. My said Co-Executors and Trustee shall receive and be paid such commissions as are customarily charged by my said Co-Executors or Trustee for like services at the time the services hereunder are rendered.

ARTICLE VI

My Trustee shall not be required to file an inventory or periodic accounting with respect to any trust created herein with any court, even though otherwise required by law, but it shall file annual accounts of receipts and disbursements of cash and principal held with each adult beneficiary and the guardian or person having custody of each minor beneficiary.

ARTICLE VII

The powers enumerated in the North Carolina General Statutes 32-27 are hereby incorporated by reference and granted to my Co-Executors or Trustee, subject to the restrictions of General Statutes 32-26. My Co-Executors and my Trustee shall also have power to determine what is principal and what is income and to allocate or apportion receipts and expenditures as between principal and income in the sole discretion of my Co-Executors and Trustee, and the decision of my Co-Executors and my Trustee in this respect shall be final and not subject to question by any beneficiary, regardless of whether any receipt is accredited or any expenditure is charged contrary to the provisions of Chapter 37 of the General Statutes of North Carolina, as revised and amended from time to time; and to invest and reinvest in stocks, bonds, evidence of indebtedness or other securities (including stocks, bonds, evidence of indebtedness or other securities of Wachovia Bank & Trust Company, N.A., any successor and interest thereto, or stocks, bonds, evidence of indebtedness or other securities of any entity in which Wachovia Bank & Trust Company, N.A. has an interest including any affiliate or subsidiary of Wachovia Bank & Trust Company, N.A.). My Co-Executors shall have power to exercise those statutory elections to claim administration, medical or other expenses as death tax or income tax deductions which appear to cause the lowest combined federal and state death and income taxes, and to use those available optional valuation dates for death tax purposes which appear to cause the lowest combined federal and state death and income taxes, including potential capital gains taxes; and to make distributions in cash or in specific property, real or personal, or an undivided interest therein or partly in cash or partly in such property, and to do so without regard to the income tax basis for federal tax purposes of specific property allocated to any beneficiary or trust, all without being required to adjust the resulting value of the interest of any beneficiary or to make any adjustment between principal and income; my Trustee shall also have power to appoint a successor corporate or individual trustee, under such circumstances as my Trustee deems appropriate, the successor trustee to serve subject to the same powers and

restrictions stated in this instrument. My Executors and Trustee shall use its discretion in the application of these powers and shall not be liable in any manner for any loss resulting from the exercise of its discretion, unless such loss shall result directly from its negligence or misconduct.

ARTICLE VIII

During the terms of any estate in the trust hereunder, it shall not be necessary for my Executor or Trustee at any time to have a guardian appointed for any beneficiaries with respect to the disbursements of income or principal or other property to or for such beneficiaries. My Executor or Trustee may make any part or all of the payments directly to a beneficiary or to some other person, firm or corporation for the benefit of such beneficiary.

ARTICLE IX

If, at any time, my Trustee is the Trustee of more than one trust, the terms of which are substantially similar, and the beneficiaries of which are identical, then my Trustee, in its discretion, may consolidate those trust assets and administer them as one trust under the terms of one of the trusts.

ARTICLE X

If any beneficiary and I shall die under such circumstances as to render it doubtful which of us died first, it shall be conclusively presumed that such beneficiary predeceased me.

ARTICLE XI

To the extent permitted by law, none of the beneficiaries hereunder shall have any power to dispose of or to change by way of anticipation or otherwise any interest given to such beneficiaries; and all sums payable to any beneficiary hereunder shall be free and clear of all debts, contracts, alienations and anticipations of such beneficiary, and of all liabilities for levies and attachments and proceedings of any kind, at law or in equity, and in the case of a married woman, free from the control of her husband.

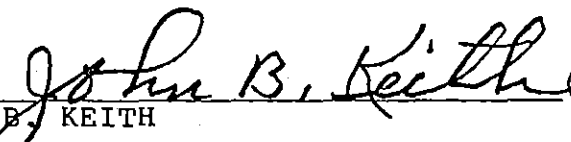
ARTICLE XII

Any trust still in existence on the day twenty-one (21) years after the death of the last to die of all the beneficiaries herein named or described who are living at the date of my death shall forthwith terminate, and be paid to those persons determined by the Co-Executors to be entitled thereto.

ARTICLE XIII

Throughout this Will the masculine gender shall be deemed to include the feminine, the singular the plural and the plural the singular. Adopted children are included in the terms: "issue", "grandchildren", "descendants", "children", and "next of kin".

IN WITNESS WHEREOF, I have signed my name and set my seal to this my Last Will and Testament, consisting of this and 2 preceding typewritten pages on this the 18 day of DECEMBER, 1978.

 (SEAL)
JOHN B. KEITH

Signed, sealed, published and declared by the said John B. Keith, to be his Last Will and Testament, in the presence of us, who, at his request and in his presence and in the presence of each other do hereby subscribe our names as witnesses.

R. Pastor Bondham J.

Raleigh, N.C.

Joyce Keith

Knightdale, N.C.

E. Harold Keith

Box 185 KNIGHTDALE, N.C.

NORTH CAROLINA

WAKE COUNTY

Before me, the undersigned authority, on this day personally appeared John B. Keith and R. Paxton Badham, Joyce Keith, and E. Harold Keith, known to me to be the testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, and all of these persons being by me first duly sworn. The testator declared to me and to the witnesses in my presence: that said instrument is his last will and testament; that he had willfully signed and executed it in the presence of the witnesses as his free and voluntary act for the purposes therein expressed; or, that he signified that the instrument was his instrument by acknowledging to them his signature previously affixed thereto.

The witnesses stated before me that the foregoing will was executed and acknowledged by the testator as his last will and testament in the presence of the witnesses who, in his presence and at his request, subscribed their names thereto as attesting witnesses and that the testator, at the time of the execution of the will, was over the age of eighteen (18) years and of sound and disposing mind and memory.

John B. Keith
John B. Keith, Testator

R. Paxton Badham Jr.
Witness

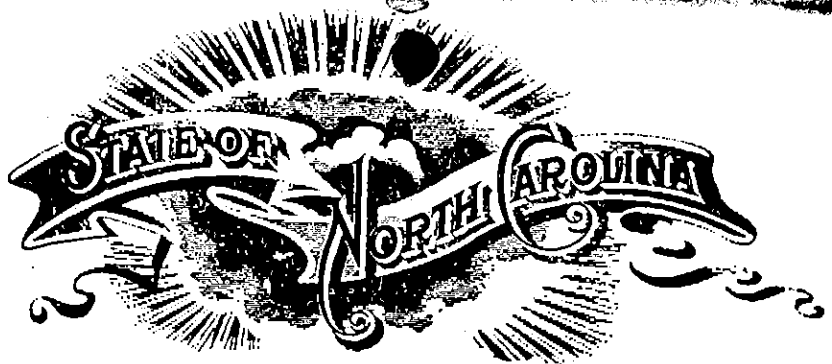
Joyce Keith
Witness

E. Harold Keith
Witness

Subscribed, sworn and acknowledged before me by John B. Keith, the testator, subscribed and sworn before me by R. Paxton Badham, Joyce Keith, and E. Harold Keith, the witnesses, this 19 day of December, 1978.

Sharon Bewan
Notary Public

My Commission Expires: July 10, 1983



WAKE

County

Office of the Clerk of the Superior Court

I, HOPE N. NEWSOM, ASSISTANT, Clerk of the Superior Court of
WAKE County, State of North Carolina, said Court being
a Court of Record, having an official seal, which is hereto affixed,
do hereby certify the foregoing and attached ((4) FOUR sheets)
to be a true copy of

THE LAST WILL AND TESTAMENT OF:
JOHN B. KEITH

as the same is taken from and compared with the original now on
file in this office. ESTATE FILE 82-E-58

In Witness Whereof, I hereunto subscribe my name and affix the
seal of the Superior Court of WAKE County, at my
office in Raleigh, North Carolina, this 18th day of
February, 19 82.

ASSISTANT

[Signature]
Clerk Superior Court
Ex Officio Judge of Probate

SEAL

Knapp, Estate of Joseph P. TUA



TR000100635900



INSTRUMENT

LEGAL FOLDER



01/20/2001

100635900

KNAPP CEMETERY PLOT JPK

TRB 002956

AGREEMENT

This Agreement is made and entered into this the 8th day of September, 1988, by and between Memorial Cemetery, Inc. and Wachovia Bank & Trust Company, N.A., Trustee of the Knapp Family Trust;

WITNESSETH:

WHEREAS, Memorial Cemetery, Inc. is a cemetery company duly organized and existing under the laws of the state of North Carolina owning a cemetery located in Moyock Township, Currituck County, North Carolina, in which the last remains of Joseph P. Knapp and his wife are buried;

AND WHEREAS, the cemetery plot occupied by the remains of Joseph P. Knapp and his wife contain various monuments, tombs, brick benches, and other structures along with various trees, and shrubs, all of which require maintenance;

AND WHEREAS, Wachovia Bank & Trust Company, N.A., Trustee for the Knapp Family Trust, is responsible for the perpetual care of the grave site aforementioned;

AND WHEREAS, the parties hereto have entered into certain agreements regarding the perpetual care of the "Knapp Family Plot" at the cemetery owned by Memorial Cemetery, Inc. in Moyock, North Carolina;

AND WHEREAS, the specific designation of the area of land included in the parcel of land known as the "Knapp Family Plot" is more particularly described upon one or more plats of Memorial

Cemetery recorded at the Register of Deeds of Currituck County, which plats are incorporated herein by reference;

NOW, THEREFORE, for and in consideration of the sum of \$2,500 paid by Wachovia Bank & Trust Company, N.A., Trustee, to Memorial Cemetery, Inc., and other good and valuable considerations, the parties agree as follows:

1. That Memorial Cemetery, Inc. shall provide perpetual care for the "Knapp Family Plot" and in accordance with the requirements of the North Carolina General Statutes regarding perpetual care.

2. That Memorial Cemetery, Inc. shall provide regular cutting and maintenance of grass, trees, and shrubs located upon the "Knapp Family Plot".

3. That Memorial Cemetery, Inc. shall provide appropriate weed control for the "Knapp Family Plot".

4. That Memorial Cemetery, Inc. shall provide for the fertilization and pruning of trees and shrubs on a regular basis on the "Knapp Family Plot".

5. That Wachovia Bank & Trust Company, N.A., Trustee, or their successors shall provide perpetually for the replacement of trees or shrubs which replacement of trees or shrubs shall not be the responsibility of Memorial Cemetery, Inc.

6. That Memorial Cemetery, Inc. shall not be responsible for any maintenance, cleaning, or repair of marble, brick fences, other brick areas or any masonry work whatsoever.

7. That Wachovia Bank & Trust Company, N.A., Trustee, agrees to refrain from performing or contracting to perform any maintenance, cleaning, repair, or transplantation of plants or shrubbery without the approval of the Board of Directors of Memorial Cemetery, Inc.

8. That it is specifically understood and agreed between the parties hereto that Memorial Cemetery, Inc. is under no obligation or duty to Wachovia Bank & Trust Company, N.A., Trustee to provide yearly reports, photographs or other correspondence regarding the condition of the "Knapp Family Plot", however, it is agreed between the parties that representatives of Wachovia Bank & Trust Company, N.A., Trustee may visit or inspect the "Knapp Family Plot" at any reasonable time.

IN TESTIMONY WHEREOF, the parties hereto have caused this instrument to be signed in their corporate names by their duly authorized officers and their seals to be hereinto affixed by authority of their board of directors, the day and year first above written.

MEMORIAL CEMETERY, INC.

(Corporate Seal)

By: George W. Tynes
George W. Tynes, President

ATTEST:

Josephine West
Josephine West, Secretary

RECEIVED

(Corporate Seal)

WACHOVIA BANK & TRUST COMPANY, N.A.,
Trustee

By: *W. J. Mark*

Vice

President

ATTEST:

Betty B. White
Assistant Secretary

LIVING TRUST AGREEMENT

THIS AGREEMENT, made the 5th day of June, 1952, and executed in duplicate, between the Estate of Joseph Palmer Knapp, deceased, of 640 Fifth Avenue, New York 19, New York, hereinafter called the Grantor, and Wachovia Bank and Trust Company, a corporation organized and existing under the laws of the State of North Carolina, hereinafter called the Trustee, WITNESSETH THAT:

PROPERTY ENTRUSTED.--The Grantor, in consideration of one dollar paid to the Grantor by the Trustee, receipt of which is hereby acknowledged, has delivered to the Trustee the sum of \$10,000.00 which shall be held by the Trustee or its successor in trust for the purposes hereinafter set forth.

TRUSTEE'S POWERS.--The Trustee shall receive, hold, manage, convert, sell, exchange, assign, alter, invest, reinvest and otherwise deal with the above described properties as it in its discretion shall deem to be for the best interests of the trust estate hereunder, except that the Trustee shall only invest and reinvest in such securities which are legal investments for Trustees in the State of North Carolina.

No person having transactions with the Trustee shall be required to see to the application by the Trustee of any property involved in such transactions.

The Trustee shall not be liable for depreciation in the value of any property held in the trust estate or for any error of judgment but shall be liable for acts of bad faith, negligence or wrongdoing.

DISTRIBUTIVE PROVISIONS.--The Trustee shall administer this trust estate for the following uses and purposes:

- I
- (1) To use the income from the trust estate to maintain the cemetery plot in Currituck County holding the remains of Joseph Palmer Knapp and other members of his family who may be interred therein at a later date, and more specifically described as follows: The Knapp plot in MEMORIAL CEMETERY, near Moyock, in Currituck County, North Carolina, which is shown on the attached map cross-hatched in red, and which consists of lots numbered 105, 106, 107, 108, 97, 98, 99, 100, 89, 90, 91, 92, and the western halves of lots numbered 81, 82, 83, and 84, said plot being 45 feet wide and 68 feet long. The plot is at this time, June 1952, appropriately planted with camellias, boxwoods, red cedars, crepe myrtles, dogwood and beech trees, and is expected to be enclosed by a low brick wall at an early date.
 - (2) It shall be the duty of the Trustee to have this property maintained

in a good state of repair and upkeep, making such replacements or additions as may from time to time be necessary.

- (3) The Trustee is authorized to employ such agent, caretakers or other employees as may be necessary to carry out its responsibilities under this agreement; it shall be the duty of the Trustee to cause this property to be regularly inspected by one of its employees or by some other responsible person, as agent, and at least once each year cause a written report to be placed in its files and a copy thereof sent to the Estate of Joseph Palmer Knapp, deceased, 640 Fifth Avenue, New York 19, New York.
- (4) Should all of the income produced by the assets constituting the principal of this account not be used in any one year, it shall be the duty of the Trustee to invest the same in a separate account, under the same provision as is provided for the investment of principal, which shall constitute a reserve account, the income from such account together with the principal thereof to be used in the discretion of the Trustee for any extraordinary expenses which may from time to time arise; and, more specifically, for complete replacement of any part of the property which may be necessary.

COMPENSATION OF TRUSTEE.—As compensation for its services, the Trustee shall be entitled to retain the following commissions out of the assets of the trust estate:

- (1) Annually on each anniversary of the date of the inception of the trusts--
- (a) Five per cent of the gross annual income up to \$10,000.00 and two and one-half per cent of the gross annual income in excess of \$10,000.00; and
- (b) For each year during which the trusts shall continue up to but not exceeding twenty years after the date of the inception thereof, an annual commission of one-fifth of one per cent of the then current value of the real and personal properties constituting the principal up to \$100,000.00; one-tenth of one per cent of such current value between \$100,000.00 and \$250,000.00; and one-twentieth of one per cent of such current value in excess of \$250,000.00; provided that in any event the Trustee shall be entitled to charge a minimum of \$25.00.
- (2) In addition to the annual commissions specified in paragraphs (a) and (b) of subsection (1) above, one per cent of the real and personal properties constituting the principal at the value thereof when withdrawn or distributed, to be taken at the time of withdrawal or distribution.
- (3) All commissions due the Trustee hereunder shall be taken out of income so far as is practicable.

*Supplemented
1973*

THIS AGREEMENT shall be construed in accordance with, and the administration of the properties held in trust hereunder shall be determined by, the laws of the State of North Carolina irrespective of the domicile or residence of the Grantor or of the situs of any property (real or personal) held in trust hereunder.

IN WITNESS WHEREOF, the Grantor has signed this agreement and affixed the seal adopted by the Grantor; and the Trustee, in acceptance of the trusts hereby created, has caused this agreement to be signed by one of its Vice-Presidents and attested by one of its Assistant Secretaries, and its corporate seal to be affixed, all as of the date first above stated.

ESTATE OF JOSEPH PALMER KNAPP, DECEASED

Margaret R. Knapp (w) *wid*

Joseph P. Knapp (s) *wid*

[Signature]

[Signature] *stock alone*

[Signature]

[Signature] *wid*

Executors

WACHOVIA BANK AND TRUST COMPANY, Trustee

By *[Signature]*
Vice-President.

ATTEST:

[Signature]
Assistant Secretary.

Mitchell Family Burial Trust



TR000100437000



MISCDOC

MISCELLAENOUS FOLDER



01/08/2001

100437000

MITCHELL FAMILY BURIAL WM

TRB 003522

10-04370
Blue
JAS

A TRUE COPY
CLERK OF SUPERIOR COURT
BERTIE COUNTY

LAST WILL AND TESTAMENT : : W I L L
OF : : I, Wayland Mitchell, of Lewiston, Bertie County, North
WAYLAND MITCHELL, DEC'D. : : Carolina, declare this to be my last will and revoke any
: : : : : will previously made by me.

ITEM I. I desire that my body shall be buried by the side of the grave of my wife in the Mitchell Family Burial Ground on the J. W. Mitchell Farm. I bequeath the sum of One Thousand (\$1,000.00) Dollars in cash or its equivalent to the Wachovia Bank and Trust Company in perpetual trust for the upkeep of the said burial grounds, the income to be used for that purpose to be paid to my sister, Mrs. J. A. Williams, during her life time for that purpose and after the death of my said sister, the income to be used by the trustee for the upkeep of the said burial grounds in such way as shall seem to it to be best from time to time.

ITEM II. For the guidance of my executor, I state that I do not now owe any debts, except of a trifling nature, and that I do not anticipate being in debt at the time of my death.

ITEM III. I bequeath to my sister, Mrs. J. A. Williams, now of Ahoskie, if she shall survive me the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, in cash or its equivalent.

ITEM IV. I bequeath to my mother, Mrs. Laura E. Mitchell, now of Ahoskie, if she shall survive me the sum of THREE THOUSAND (\$3,000.00) DOLLARS, in cash or its equivalent.

ITEM V. I bequeath to my nephew, Ben Mitchell Williams, now of Ahoskie, if he shall survive me the sum of THREE THOUSAND (\$3,000.00) DOLLARS, in cash or its equivalent.

ITEM VI. I bequeath to my sisters-in-law, Mrs. Annie Willey of Gates, N. C.; Mrs. Kate Harrell, of Roanoke, Va.; and Mrs. R. W. Askew, of Windsor, N. C., each or to such of them as shall survive me FIVE HUNDRED (\$500.00) DOLLARS, in cash or its equivalent.

ITEM VII. I bequeath to my nieces, Julia Nowell Askew and Amanda Frances Askew, daughters of Mrs. R. W. Askew, Windsor, N. C., each or to such of them as shall survive me the sum of ONE THOUSAND (\$1,000.00) DOLLARS, in cash or its equivalent.

ITEM VIII. I bequeath to The North Carolina Baptist Foundation, Incorporated, the sum of TEN THOUSAND (\$10,000.00) DOLLARS, in cash or its equivalent, to be used for the building of a dormitory for orphan children at the Thomasville Baptist Orphanage, Thomasville, North Carolina, said dormitory to bear the name "JULIA NOWELL MITCHELL MEMORIAL BUILDING" in memory of my deceased wife.

ITEM IX. I bequeath the sum of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS, in cash or its equivalent, to the Wachovia Bank and Trust Company in trust for the following uses:

(1) To hold, manage, exchange, convert, sell, convey, lease, improve, invest, reinvest, and keep the same invested in such stocks, bonds, or other securities and properties as shall, from time to time, be approved by the trust investment committee, or other similar committee, of my trustee;

(2) To pay over the net income monthly or quarterly or as often as her needs shall require, but at least once a year, to my sister, Mrs. J. A. Williams, during her lifetime; after the death of my sister, to pay over the said income to my mother, Mrs. Laura E. Mitchell, during her lifetime; and, after the death of both my sister and my mother, to pay over, deliver and convey the trust estate, discharged of this trust, to The North Carolina Baptist Foundation, Incorporated, in perpetual trust for the endowment of the School of Anatomy of the Medical Department of Wake Forest College, Wake Forest, North Carolina.

ITEM X. I devise my one-half interest in the J. W. Mitchell Farm to my nephew, Ben

Mitchell Williams, for life; after his death, I devise the same in fee, share and share alike, to his children; if he shall not have children surviving, I devise the same in fee to his mother, Mrs. J. A. Williams, if she shall then survive; but, if at the death of my nephew, Ben Mitchell Williams, he shall not have issue surviving and his mother shall not then be surviving, I devise my said interest in the J. W. Mitchell Farm to The North Carolina Baptist Foundation, Incorporated, in perpetual trust for the endowment of the School of Anatomy of the Medical Department of Wake Forest College, Wake Forest, North Carolina, the same to be merged into and become a part of the said endowment fund provided for in the paragraph next above.

ITEM XI. I bequeath and devise the residue of my estate of every nature and wherever situate to my sister, Mrs. J. A. Williams, and to my mother, Mrs. Laura E. Mitchell, share and share alike, or to the survivor of them. But if both my sister and my mother shall predecease me, I bequeath and devise my residuary estate to The North Carolina Baptist Foundation, Incorporated, in perpetual trust for the endowment of the School of Anatomy of the Medical Department of Wake Forest College, Wake Forest, North Carolina, the same to be merged into and become a part of the said endowment fund hereinbefore provided for.

ITEM XII. I name the Wachovia Bank and Trust Company executor of my will and authorize it to sell real estate or personal property, publicly or privately, without an order of Court, if to do so shall seem to it to be for the best interest of my estate.

As compensation for its services as executor the said trust company shall retain 5% of the combined receipts and disbursements of personal property up to \$50,000, 2½% of combined receipts and disbursements of personal property between \$50,000 and \$500,000, and 1% of combined receipts and disbursements of personal property over \$500,000, except that it shall retain but 1% of receipts of life insurance payable to my estate, but in no case shall it retain anything on distribution.

As compensation for its services as trustee the said trust company shall retain 5% of the gross annual income of that year up to and including \$10,000, and 2½% of the gross annual income of that year exceeding \$10,000, but in no case shall it retain anything on the principal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 19 day of June, 1928.

Wayland Mitchell (SEAL)

Signed, sealed, published and declared by the said WAYLAND MITCHELL as and for his last will, in the presence of us, who, at his request, and in his presence and in the presence of each other have hereunto subscribed our names as witnesses:

N. B. Modlin,

T. L. Minton,

North Carolina,
Bertie County.

In the Superior Court,

A paper writing, purporting to be the last Will and Testament of Wayland Mitchell, deceased, is exhibited for probate in open Court by the Wachovia Bank and Trust Company, the Executor therein named; and thereupon it is proved by the oath and examination of J. C. Cherry that N. B. Modlin and T. L. Minton the subscribing witnesses thereto are both dead. And it is further proved by the oath and examination of Lacy M. Early and M. B. Gillam that they are well acquainted with the hand writings of N. B. Modlin and T. L. Minton subscribing witnesses to the said paper writing, having often seen them write, and

that the names of the said N. B. Modlin and T. L. Minton subscribed to said Will are in the genuine hand writings of the said N. B. Modlin and T. L. Minton.

M. B. Gillam,

Lacy M. Early,

Subscribed and sworn to before me this the 8th day of January, 1940.

Geo. C. Spoolman,

Clerk of the Superior Court.

And thereupon, it is considered and adjudged by the Court that the said paper writing and every part thereof is the last Will and Testament of Wayland Mitchell, deceased, and it is ordered that the same, with the foregoing examination and this certificate, be recorded and filed.

This the 8th day of January, 1940.

Geo. C. Spoolman,

Clerk of the Superior Court.

: : : : :
: : : : :

LAST WILL AND TESTAMENT : : North Carolina,
of : : Bertie County.

GRANT VEALE, DECEASED : : I, Grant Veale, of the aforesaid County and State, being
: : : : : of sound mind, but considering the uncertainty of my earthly
: : : : : existence, do make and declare this my last will and testa-
ment:

FIRST: My Executrix hereinafter named shall give my body a decent burial, suitable to the wishes of my friends and relatives, and pay my funeral expenses together with all other just debts out of the first money that may come into her hands belonging to my estate.

SECOND: After my just debts are paid, it is my will and desire, and I do hereby give to my beloved wife, Lou Veale, all of my property of every kind and description, and wheresoever the same may be situate, for and during the term of her natural life.

THIRD: After the death of my beloved wife, I give, devise and bequeath to my eight children, John Veale, Maude Agnes Wood, Ben Veale, Charles Veale, Henry Veale, Vincent Veale, Eddie Veale, and Sam Veale, and to my grandson, David Veale, all of my property of every kind and description to be held by them share and share alike for and during the term of their natural life.

FOURTH: Upon the death of either of my said eight children, or my grandchild, David Veale, it is my will and desire, and I do hereby devise and bequeath to the issue of the said children or issue of grandchild, David Veale, the share of such child, or of my grandchild, David Veale, to be held by the issue of said child in fee simple; and in the event either of my said children, or my grandchild, David Veale, shall die without issue, then it is my will and desire that the share or shares of such children, or grandchild, shall be equally divided among my other children, or issue of said children.

FIFTH: I hereby constitute and appoint my beloved wife, Lou Veale, my lawful executrix to all intents and purposes, to execute this my last will and testament, according to the true intent and meaning of the same, and every part and clause thereof, hereby revoking and declaring utterly void all other wills and testaments by me heretofore made.

In Witness Whereof, I, the said Grant Veale, do hereunto set my hand and seal, this the 17th. day of August, 1926.

Witness: J. A. Pritchett
L. B. Sutton
B. W. Early

Grant ^{his} Veale (SEAL)
mark

TRANSFER STOCKS AND
REGISTERED SECURITIES

"Be it resolved that any of the following officers of the Company are authorized to sell, assign and transfer stocks, bonds or other securities of other corporations owned by the Company and standing in its name or held in a fiduciary capacity, and to release all property held or assigned to it as collateral or conveyed or transferred to it as security at such time and upon such terms and provisions as such officer may deem best:


R. M. Hanes, President
Jno. M. Scott, Chairman Charlotte Board
J. Gerald Cowan, Vice President
C. T. Leinbach, Vice President
R. G. Stockton, Vice President and Senior Trust Officer
J. L. Fisher, Vice President
W. C. Idol, Vice President
LeRoy Martin, Vice President and Trust Officer
George P. Geoghegan, Jr., Vice President
Jno. F. Watlington, Jr., Vice President
I. S. Bull, Secretary and Trust Officer
C. G. Pickard, Trust Officer

"

This is to certify that the above is a true and correct transcript of a resolution adopted by the Board of Directors, Wachovia Bank and Trust Company, Winston-Salem, N. C., at a regular meeting held January 13, 1942, at which time a quorum was present and voting.

And further that, as of this date, the above resolution is in full force and effect and LeRoy Martin, Vice President and Trust Officer is a duly elected and acting officer of the company as indicated by the said resolution.

This the 10th day of March, 1942.


Act. Secretary

TRANSFER STOCKS AND
REGISTERED SECURITIES

"Be it resolved that any of the following officers of the Company are authorized to sell, assign and transfer stocks, bonds or other securities of other corporations owned by the Company and standing in its name or held in a fiduciary capacity, and to release all property held or assigned to it as collateral or conveyed or transferred to it as security at such time and upon such terms and provisions as such officer may deem best:

R. M. Hanes, President
Jno. M. Scott, Chairman Charlotte Board
J. Gerald Cowan, Vice President
C. T. Leinbach, Vice President
R. G. Stockton, Vice President and Senior Trust Officer
J. L. Fisher, Vice President
W. C. Idol, Vice President
LeRoy Martin, Vice President and Trust Officer
George P. Geoghegan, Jr., Vice President
Jno. F. Watlington, Jr., Vice President
I. S. Bull, Secretary and Trust Officer
C. G. Pickard, Trust Officer "

This is to certify that the above is a true and correct transcript of a resolution adopted by the Board of Directors, Wachovia Bank and Trust Company, Winston-Salem, N. C., at a regular meeting held January 13, 1942, at which time a quorum was present and voting.

And further that, as of this date, the above resolution is in full force and effect and LeRoy Martin, Vice President is a duly elected and acting officer of the company as indicated by the said resolution.

This the 10th day of March, 1942.


Asst. Secretary

4340
Blue Jacket

W I L L

I, WAYLAND MITCHELL, of Lewiston, Bertie County, North Carolina, declare this to be my last will and revoke any will previously made by me.

ITEM I. I desire that my body shall be buried by the side of the grave of my wife in the Mitchell Family Burial Ground on the J. W. Mitchell Farm. I bequeath the sum of ONE THOUSAND (\$1,000.00) DOLLARS in cash or its equivalent to the Wachovia Bank and Trust Company in perpetual trust for the upkeep of the said burial grounds, the income to be used for that purpose to be paid to my sister, Mrs. J. A. Williams, during her lifetime for that purpose and after the death of my said sister, the income to be used by the trustee for the upkeep of the said burial grounds in such way as shall seem to it to be best from time to time.

ITEM II. For the guidance of my executor, I state that I do not now owe any debts, except of a trifling nature, and that I do not anticipate being in debt at the time of my death.

ITEM III. I bequeath to my sister, MRS. J. A. WILLIAMS, now of Ahoskie, if she shall survive me the sum of FIVE THOUSAND (\$5,000.00) DOLLARS, in cash or its equivalent.

ITEM IV. I bequeath to my mother, MRS. LAURA E. MITCHELL, now of Ahoskie, if she shall survive me the sum of THREE THOUSAND (\$3,000.00) DOLLARS, in cash or its equivalent.

ITEM V. I bequeath to my nephew, BEN MITCHELL WILLIAMS, now of Ashokie, if he shall survive me the sum of THREE THOUSAND (\$3,000.00) DOLLARS, in cash or its equivalent.

ITEM VI. I bequeath to my sisters-in-law, MRS. ANNIE WILLEY of Gates, N. C.; MRS. KATE HARRELL, of Roanoke, Va.; and MRS. R. W. ASKEW, of Windsor, N. C., each or to such of them as shall survive me FIVE HUNDRED (\$500.00) DOLLARS, in cash or its equivalent.

ITEM VII. I bequeath to my nieces, JULIA NOWELL ASKEW and AMANDA FRANCES ASKEW, daughters of Mrs. R. W. Askew, Windsor, N. C., each or to such of them as shall survive me the sum of ONE THOUSAND (\$1,000.00) DOLLARS, in cash or its equivalent.

my nephew, BEN MITCHELL WILLIAMS, for life; after his death, I devise the same in fee, share and share alike, to his children; if he shall not have children surviving, I devise the same in fee to his mother, Mrs. J. A. Williams, if she shall then survive; but, if at the death of my nephew Ben Mitchell Williams, he shall not have issue surviving and his mother shall not then be surviving, I devise my said interest in the J. W. Mitchell Farm to The North Carolina Baptist Foundation, Incorporated, in perpetual trust for the endowment of the School of Anatomy of the Medical Department of Wake Forest College, Wake Forest, North Carolina, the same to be merged into and become a part of the said endowment fund provided for in the paragraph next above. ✓

ITEM XI. I bequeath and devise the residue of my estate of every nature and wherever situate to my sister, MRS. J. A. WILLIAMS, and to my mother, MRS. LAURA E. MITCHELL, share and share alike, or to the survivor of them. But if both my sister and my mother shall predecease me, I bequeath and devise my residuary estate to The North Carolina Baptist Foundation, Incorporated, in perpetual trust for the endowment of the School of Anatomy of the Medical Department of Wake Forest College, Wake Forest, North Carolina, the same to be merged into and become a part of the said endowment fund hereinbefore provided for.

ITEM XII. I name the Wachovia Bank and Trust Company executor of my will and authorize it to sell real estate or personal property, publicly or privately, without an order of court, if to do so shall seem to it to be for the best interest of my estate.

As compensation for its services as executor the said trust company shall retain 5% of the combined receipts and disbursements of personal property up to \$50,000.00, $2\frac{1}{2}\%$ of combined receipts and disbursements of personal property between \$50,000 and \$500,000, and 1% of combined receipts and disbursements of personal property over \$500,000, except that it shall retain but 1% of receipts of life insurance payable to my estate, but in no case shall it retain anything on distribution.

As compensation for its services as trustee the said trust company shall retain 5% of the gross annual income of that year up to and including \$10,000, and $2\frac{1}{2}\%$ of the gross annual income of that year exceeding \$10,000, but in no case shall it retain anything on the principal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 19th day of June, 1928.

(Signed) WAYLAND MITCHELL (SEAL)

Signed, sealed, published and declared by the said WAYLAND MITCHELL as and for his last will, in the presence of us, who, at his request, and in his presence and in the presence of each other have hereunto subscribed our names as witnesses:

(Signed) W. B. MODLIN

(SIGNED) T. L. MINTON

We hereby certify that the foregoing is a true copy of the instrument authenticated by the court on file in this office. Date 12/12/41
WACHOVIA BANK AND TRUST COMPANY
[Signature]
Authorized Signature

AC# 10-04370-00

- | | |
|---|---|
| <input type="checkbox"/> Legal | <input checked="" type="checkbox"/> Miscellaneous |
| <input type="checkbox"/> Statement | <input type="checkbox"/> Investments |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Tax |
| <input type="checkbox"/> Real Estate | <input type="checkbox"/> |

TRUST
CASHDB

INCOME/PRINCIPAL CASH
DEBIT:

TRAN 0448 ACCOUNT 100437091 BENE NO. CASH 23032 (- MINUS)

PROPERTY LOC REG TRADE DATE

DESCRIPTION

TRANSFER TO INCOME OF ACCT. 10-04370-00

SOURCE Marla Lone 139 DATE 12-2-96

6394 (10/93)

TRUST
CASHCR

INCOME/PRINCIPAL CASH
CREDIT:

TRAN 0448 ACCOUNT 100437000 CASH 23032 (+ Plus)

PROPERTY LOC REG TRADE DATE

DESCRIPTION

RECEIVED FROM INCOME OF ACCT 10-04370-01

SOURCE DATE TELEPHONE

6396 (2/95)

AL

MACHOVIA CORP

TRUST OVERDRAFT REPORT
ADMINISTRATIVE OFFICER 138

NOV 25, 1996

PAGE: 14

ACCOUNT	O/D	C/S	ACCOUNT NAME	INCOME CASH	PRINCIPAL CASH	INVESTMENT	INVESTMENT	INVEST EXCEPTION	O/D BALANCE
10-04370-00	03	04 2	TW MITCHELL FAMILY BURIAL (HM)	230.32-	.00	221.72	.00	.00	230.32-
10-07926-00	03	04 2	TA TOMS BURIAL GROUNDS (OHT)	9.37-	50.63-	112.46	50.63	.00	60.00-
10-13054-00	03	04 2	TW A E WKENP CEMETERY PLOT	248.33	263.33-	38.39	263.33	15.00	.00
10-13070-00	03	04 2	TW J.B. #WARREN CEMETERY LOT	1,941.10	1,956.10-	12.36	1,956.10	15.00	.00
10-79456-00	03	04 2	TW H JWPLOK CEMETERY LOT	1,351.73	1,366.73-	73.06	1,366.73	15.00	.00
10-79461-00	03	04 2	TW LEONARD A. #VAUGHN CEM PLOT	3.21-	3.21	68.20	37.53	.00	40.74-

6 ACCOUNTS

331.06-

64370 - Tr 230.32 from I of 64370-01 to I of 64370-00

you may have some questions about this report. If you have any questions, please call the office at 1-800-555-1234.

BERTIE COUNTY.

the 8th day of January.

A.D., 194.....Q, Letters.....testamentary.....

Wayland Mitchell

deceased, were duly granted and issued from the said Superior Court to Wachovia Bank & Trust Co.

and that the same are still valid and in full force,

17th day of January.

194.....2

Clerk Superior Court.

STATE OF NORTH CAROLINA, }
BERTIE COUNTY. }

SUPERIOR COURT.

I, Geo. C. Spoolman, Clerk of the Superior Court in and for the County and State aforesaid, do hereby certify that at the courthouse in the town of Windsor, County of Bertie, and State of North Carolina, on the 8th day of January, A.D., 1942, Letters testamentary upon all and singular the goods and chattels, rights and credits of Wayland Mitchell deceased, were duly granted and issued from the said Superior Court to Wachovia Bank & Trust Co. and that the same are still valid and in full force.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Superior Court, this 17th day of January 1942

Geo. C. Spoolman
Clerk Superior Court.

Pendergraph, Henry A Cem TUW

3013005032

STATE OF GEORGIA,
COUNTY OF FULTON.

WILL

I, HENRY A. PENDERGRAPH, of Fulton County, Georgia, being of sound mind and disposing memory, do make, publish and declare this my Last Will and Testament, hereby revoking all other Wills heretofore made by me.

ITEM I.

I direct that all my just debts owing at my death shall be paid as soon as practicable.

ITEM II.

I direct that my remains be given a Christian burial in keeping with my circumstances in life.

ITEM III.

I give and bequeath the following sums of cash to the following designated individuals:

- (a) To CLIFFORD RAY the sum of FIVE HUNDRED (\$500.00) DOLLARS in cash if he is living at the time of my death.
- (b) To THOMAS PENDERGRASS, my nephew who lives in Woodcliff Lake, New Jersey, the sum of ONE THOUSAND (\$1,000.00) DOLLARS in cash if he is living at the time of my death.
- (c) To MRS. TRUDIE STONER, my niece who lives in Reno, Nevada, the sum of FIVE HUNDRED (\$500.00) DOLLARS in cash if she is living at the time of my death.
- (d) To MRS. BLANCHE PAYNE, my niece who lives in Myrtle Beach, South Carolina, the sum of FIVE HUNDRED (\$500.00) DOLLARS in cash if she is living at the time of my death.

ITEM IV.

I hereby give and bequeath to THE FIRST NATIONAL BANK OF ATLANTA, as Trustee, to have and to hold in trust nevertheless the sum of FIVE THOUSAND (\$5,000.00) DOLLARS for the following uses and purposes:

- (a) In administering this trust my said Trustee shall have each and every power hereinafter granted to it as Executor and Trustee of this, my Last Will.
- (b) My Trustee shall utilize the income from the corpus of this trust to employ some florist or similar person or company located in

Henry A. Pendergraph

Revised by Mr. Chandler

Durham, North Carolina to provide perpetual care for the lot of my father, DURAIL PENDERGRAPH, and the lot of my wife's mother, FANNIE HICKS CARROLL, both located in the old section of Maplewood Cemetery, Durham, North Carolina, and my lot located in the new section of Maplewood Cemetery, Durham, North Carolina; and the lot of my mother, ANNIE ELIZABETH PENDERGRAPH, located at Mt. Hermon's Church Yard Cemetery, which is about six (6) miles from Durham, North Carolina. I have been using Mr. Rudolph Roll, Roll's Florist, 3001 Chapel Hill Road, Durham, North Carolina, and it is my recommendation that my Trustee use this florist as long as his services are satisfactory. It is my suggestion that flowers be placed on these graves at least once a year on Mother's Day, and more frequently if the income from this trust provides sufficient funds. In the event the income from the corpus of this trust is insufficient to care for all of the cemetery lots referred to above, it is my desire that the lot in which my wife and I are buried shall be given preference in the utilization of such income.

ITEM V.

One half of all the rest and residue of my property, of whatever nature, real, personal or intangible, wherever situated, I give, bequeath and devise to THE FIRST NATIONAL BANK OF ATLANTA, as Trustee, to have and to hold in trust nevertheless for the following uses and purposes:

(a) My Trustee shall distribute the annual net income from the corpus of this trust to MRS. MINNIE B. MOORE (Richmond, Virginia) throughout her life. During the continuance of this trust, my Trustee may encroach upon the corpus of this trust and distribute to her whatever amounts it, within its uncontrolled discretion, may determine for the maintenance, support and comfort of MRS. MINNIE B. MOORE.

(b) After the death of MRS. MINNIE B. MOORE, my Trustee shall distribute the corpus of this trust 1/6 to MRS. EVELYN MOORE PARSONS or her issue if she is not in being (Richmond, Virginia); 1/6 to ANNIE LOUISE MOORE DAUGHADAY or her issue if she is not in being (Catonsville, Maryland); 1/6 to MRS. MARIE MOORE PHILLIPS or her issue if she is not in being (Richmond, Virginia); and 3/6 to the University of North Carolina Alumni Giving Fund of the Class of 1914. In the event either of the above individual beneficiaries die prior to the termination of this trust without leaving issue then surviving, then

their share of the corpus of this trust shall be distributed equally to the surviving beneficiaries, with a share for the issue per stirpes of a deceased beneficiary; and if all of the above individual beneficiaries die prior to the termination of this trust without leaving issue then surviving, then their share of the corpus of this trust shall be distributed to THOMAS G. CRUTCHFIELD, or his issue per stirpes if he is not in being.

ITEM VI.

One half of all the rest and residue of my property, of whatever nature, real, personal or intangible, wherever situated, I give, bequeath and devise in equal shares to LILA MAE PENDERGRAPH RIEFSCHNEIDER, or her issue if she is not in being (Ocean Grove, New Jersey); MARGARET PENDERGRAPH BURDETTE, or her issue if she is not in being (Long Island, New York); ANNIE P. MARKHAM, or her issue if she is not in being (Durham, North Carolina); and THOMAS PENDERGRASS, my nephew, or his issue if he is not in being (Woodcliff Lake, New Jersey). In the event either of the aforesaid should predecease me leaving no issue surviving, then his or her share shall be distributed equally to the surviving beneficiaries, with a share for the issue per stirpes of a deceased beneficiary.

ITEM VII.

I direct my Executor to pay all estate and inheritance taxes out of the residue of my estate, and I further direct that the beneficiaries enumerated in Item III herein and the trusts created in Items IV and V herein shall not be called upon to pay any portion of any estate or inheritance taxes accruing against my estate.

ITEM VIII.

My Executor and my Trustee shall not be required to sell any property received as a part of my estate merely because such property may be considered speculative or because such property may be considered a concentration of investment; but this provision shall not prevent my Executor and my Trustee from selling any such property if in its opinion such property should be sold.

ITEM IX.

Whenever THE FIRST NATIONAL BANK OF ATLANTA is named herein it shall be deemed to include any bank or trust company with which it may hereafter be merged or consolidated.

Thomas G. Pendergraph

ITEM X.

I request my Executor and my Trustee to consult with
BERTRAM S. BOLEY on all legal matters arising in connection with
the administration of my estate and the administration of my trusts.

ITEM XI.

I hereby designate and appoint THE FIRST NATIONAL BANK OF
ATLANTA, Atlanta, Georgia Executor of this, my Last Will, and Trustee
of the trusts herein created.

I hereby relieve my said Executor and my said Trustee from
making any bonds, inventories, appraisals or returns to any court
whatsoever.

My said Executor and my said Trustee may, while acting
in any capacity hereunder, from time to time, exchange, convey
or sell any property, real, personal or intangible, either at public
or private sale, at such prices and places, upon such terms as it may
consider best, without advertisement and without previously procuring
an order of any court so to do; may invest and reinvest the proceeds
of any sale, or funds derived from any other sources, in any other
property, real, personal or intangible, regardless of whether or not
the subject of such investment be of the character permitted by law
to trustees or executors; may hold in the same form of investment any
property, real, personal or intangible, of which I may die possessed;
may improve, repair, partition and convey any real estate that I may
be interested in at the time of my death, or which may hereafter be
acquired as a part of my estate or of my trusts; may borrow money or
renew any loans made by me, and give security for repayment thereof
by pledge, mortgage, deed of trust, loan deed, or otherwise; may lease
any property for any time, regardless of the duration of the adminis-
tration of my estate or of my trusts; may purchase securities at a
premium or at a discount without amortizing the premium out of subse-
quent income and without accumulating the discounts, whichever method
it, in its uncontrolled discretion, shall consider to be in the best
interest of my estate and my trusts; may charge losses to capital or
income, whichever method it, in its uncontrolled discretion, shall
consider to be in the best interest of my estate and my trusts; may

Henry G. Jones

Pharmacy Co. Incorporated

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my seal to this, my Last Will and Testament, appearing on this and

on the preceding five (5) pages, in the margin of which I have signed my name, on this the 17 day of April, 1963.

Kenneth G. Rudenberg (T.S.)

Signed, sealed, published and declared by HENRY A. PENDERGRAVE
as and for his Last Will and Testament, in our presence, and we, at
his request and in his presence, and in the presence of each other,
have hereunto subscribed our names as witnesses, on this the 1
day of June, 1963.

1944 Fleet Air Wing, Pacific Fleet, U.S. San Francisco, Calif. (L.S.)

715 U. S. Hwy Rd., N.W., Barthman S.P. (I.S.)
A. H. H. H. H. H.

Rosenfeld, Simon M Cemetery Trust



TR000107947500



INSTRUMENT

LEGAL FOLDER



01/20/2001

107947500

SIMON M ROSENFELD CEM TRUST

TRB 003791

IN THE COUNTY JUDGE'S COURT
IN AND FOR DADE COUNTY, FLORIDA.

In re: Estate of :

SIMON M. ROSENFELD, :

Deceased. :

ORDER

77 273-B

The Petition of the MIAMI BEACH FIRST NATIONAL BANK,
Miami Beach, Florida, to have the Lost Will of Simon M. Rosenfeld,
Deceased, established and admitted to Probate, this day coming on
to be heard, and it appearing to the Court that due notice of said
hearing was given to all interested persons as required by law and
it further appearing to the Court that:

1. Simon M. Rosenfeld did execute this said Last Will and
Testament on May 9, 1966 and did execute a Codicil thereto on June
13, 1966, both in the presence of JAMES N. SMITH, W. P. HARRELL
EVERETT, JR. and PATSEY F. AYCOCK.

2. Simon M. Rosenfeld died on October 1, 1967, a legal
resident of the State of Florida;

3. That at the time of the execution of the said Last Will
and Testament, carbon copies of the said Last Will and Testament
of Simon M. Rosenfeld were retained in the file of his attorney,
JAMES N. SMITH, a conformed copy of which Will has been attached
to the Petition heretofore filed in this cause.

4. That at the time of the execution of said Will, Simon M.
Rosenfeld was over the age of eighteen (18) years, was of sound mind,
and not under duress, menace or under any influence or in any respect
incompetent to devise and bequeath his estate.

5. That the Petition heretofore filed in this cause and the
testimony presented before this Court fully set forth the circumstances

surrounding the disappearance of the original Last Will and Testament of Simon M. Rosenfeld and the conformed copy of the said Last Will, duly established by the sworn testimony of JAMES N. SMITH, a subscribing and attesting witness thereto, as being the true last Will and Testament of Simon M. Rosenfeld, the testimony of the witness having been reduced to writing and filed in this cause;

6. That the contents and provisions of said Will have been clearly and distinctly proven by the testimony in open court of JAMES N. SMITH, one of the subscribing witnesses thereto and by a conformed copy of said Last Will and Testament duly established by the sworn testimony of JAMES N. SMITH.

It is therefore, ORDERED AND ADJUDGED:

1. That this Court finds that SIMON M. ROSENFELD, deceased, was a legal resident of the State of Florida at the time of his death and as a result thereof, this Court had determined that it has jurisdiction for the administration and probate of the Estate of SIMON M. ROSENFELD, Deceased.

2. That the conformed copy of the original Last Will and Testament of SIMON M. ROSENFELD, Deceased, dated May 9, 1966 attached to the Petition for Establishment and Probate of Lost Will and attested by James N. Smith, W. P. Harrell Everett, Jr. and Patsey F. Aycock, as subscribing and attesting witnesses thereto, be and the same is hereby established as and for the Last Will and Testament of SIMON M. ROSENFELD, Deceased and the same is hereby admitted to Probate according to law as and for the true Last Will and Testament of Simon M. Rosenfeld, deceased. That the Codicil dated June 13, 1966 and attested by the same parties hereinabove stated as subscribing witnesses to the Last Will and Testament of Simon M. Rosenfeld, be and the same is hereby established as and for the Codicil to the Last Will and Testament of Simon M. Rosenfeld and the same is

hereby established as and for the Codicil to the Last Will and Testament of Simon M. Rosenfeld and the same is hereby admitted to Probate according to law. That the Will and Codicil, together with the Petition heretofore filed, be duly recorded in the Probate records of this County and the costs of recording the same be taxed against the estate, said Last Will and Testament of Simon M. Rosenfeld, Deceased, as established, being in the following words and figures, to-wit:

"LAST WILL AND TESTAMENT

- of -

SIMON M. ROSENFELD

I, SIMON M. ROSENFELD, a resident of Miami Beach, Florida, declare this to be my Last Will and Testament, and hereby revoke all previous Wills and Codicils made by me.

ARTICLE I

I direct my Executors to pay out of the assets of my estate such sums as in their discretion shall be required to settle and discharge any claims made against my estate, and to pay all funeral expenses, all costs of administration of my estate, and all income, estate, inheritance, transfer and succession taxes, including interest and penalties thereon, which may be lawfully assessed by reason of my death.

ARTICLE II

I bequeath and request that my Executors pay to my wife, JULIA WEILL ROSENFELD, the sum of Four Hundred Dollars (\$400.00) per month from the date of my death until the distribution to the Trustees of the residuary portion of my estate as hereinafter provided.

ARTICLE III

I give and bequeath to THE AMERICAN RED CROSS, DADE COUNTY CHAPTER, the sum of One Thousand Dollars (\$1,000.00)

ARTICLE IV

I give and bequeath to THE DAMON RUNYAN CANCER
FUND the sum of Two Hundred Fifty Dollars (\$250.00)

ARTICLE V

I give and bequeath to THE JEWISH JOINT DISTRIBUTION
FUND the sum of Two Hundred Dollars (\$250.00)

ARTICLE VI

I give and bequeath to THE MASONIC HOME FOR CRIPPLED
CHILDREN, Macon, Georgia, the sum of Two Hundred Fifty Dollars
(\$250.00).

ARTICLE VII

I give and bequeath to THE LIGHTHOUSE FOR THE BLIND,
New York, New York, the sum of Two Hundred Fifty Dollars (\$250.00).

ARTICLE VIII

I give and bequeath to CHEB SHOLEM TEMPLE, Goldsboro,
North Carolina, the sum of One Hundred Fifty Dollars (\$150.00).

ARTICLE IX

I give and bequeath to my sister, BLANCHE LORING, the sum
of Twenty-five Hundred Dollars (\$2500.00), if she shall survive me;
and if she does not survive me, then to her heirs at law.

ARTICLE X

I give and bequeath to MRS. WILLIAM H. ROSENFELD the
sum of Fifteen Hundred Dollars (\$1500.00), if she shall survive me;
and if she does not survive me, then to her heirs at law.

ARTICLE XI

I give and bequeath to TILLIE SCHULTZ, of 320 Meridian
Avenue, Miami Beach, Florida, the sum of Five Hundred Dollars
(\$500.00), if she shall survive me; and if she does not survive me,
then said bequest shall lapse and become a part of my residuary estate.

ARTICLE XII

I give and bequeath to my wife, JULIA WEILL ROSENFELD, all of my jewelry, clothing and other articles of personal use or adornment, all tangible, personal effects used by me, and any automobiles kept for family or personal use, together with any unexpired insurance thereon, if she shall survive me; otherwise, to my then living nephews and nieces to be divided equally between them as they may determine.

ARTICLE XIII

I direct that the proceeds of any policies of insurance on my life that may be payable to my estate or to my Executors, administrators, or other personal representatives, shall be collected by my Executors as an asset of my estate, and such may be used for the payment of any obligation of my estate.

ARTICLE XIV

All the rest, residua and remainder of my property of whatsoever kind and wheresoever situated which I may own or be entitled to at the time of my death, including any lapsed bequests, and after payment of all estate taxes due upon my estate and any other expenses of administration, I give, devise and bequest, in trust, to my nephew, HERBERT LORING of Atlanta, Georgia, my nephew, VOL T. BLACKNALL, of Atlanta, Georgia, and THE MIAMI BEACH FIRST NATIONAL BANK of Miami Beach, Florida, as Co-Trustees, for the uses and purposes hereinafter set out. If either of my nephews, for any reason, should fail or cease to serve as one of the Trustees herein, then my nephew, W. H. ROSENFELD, JR., of New York, New York, and MRS. DOROTHY EISMAN of Atlanta, Georgia, shall serve as successor Co-Trustee.

No Trustee shall be required to post bond, nor shall my Trustees be required to give notice to any beneficiaries hereunder when they proceed to establish their qualifications as Trustees pursuant to Chapter 737 of the Florida Statutes:

(a) If my wife survives me, my Trustees shall divide the trust property into two (2) separate shares, to be known as "The Marital Trust" and "The Residuary Trust". The Marital Trust shall consist of that fractional share of my residuary estate (meaning the residue of my estate before the payment of estate, inheritance and like taxes) which shall be equal to two-thirds (2/3) of the maximum marital deduction allowable in determining the federal estate tax payable by reason of my death, diminished by the value for federal estate tax purposes of all other items in my said gross estate which qualify for said deduction and which pass or have passed to my wife under other provisions of this Will, or otherwise. In making the computation necessary to determine such fractional share, the final determinations in the federal estate tax proceedings shall control. The Residuary Trust shall consist of all the remainder of the trust property after setting aside the portion for The Marital Trust, or, if my wife shall retain and reinvest the trust estate in investments similarly as when received by them, in the controlled discretion of my Trustees.

(b) During the lifetime of my wife, my Trustees shall distribute to or for her benefit all of the income from both trusts in monthly installments as nearly equal as possible. My Trustees may also distribute to or for the benefit of my wife so much of the corpus of both trusts as in the discretion of my Trustees may be necessary or advisable for her medical care, support and general welfare, taking into consideration the standard of living to which she is accustomed at the time of my

death, and all other income and cash resources available to her for such purposes from all sources known to my Trustees. In making any distributions of corpus to my wife, my Trustees shall first invade the corpus of The Marital Trust and shall not invade The Residuary Trust until the Marital Trust has become exhausted.

(c) My wife shall have the power, exercisable along, at any time and in all events, to appoint, by specific reference to this power in her valid Last Will, all or any part of the corpus of the Marital Trust remaining at the time of her death, as a part of her estate, or to her estate, or to whomsoever she pleases, in such amount or proportion and in such lawful interests and estates, whether absolutely or in trust, as she may direct in her said Last Will. To the extent that the foregoing testamentary power of appointment is not effectually exercised by my wife, then upon her death, the entire remaining corpus of The Marital Trust as then constituted, or the part thereof not effectually appointed, shall be divided into two (2) equal parts and shall be distributed as follows:

1. One part to BERNICE KONIKOW of 17196 Prairie, Detroit 21, Michigan, if living; otherwise to her heirs at law.
2. One part to ELISE RUBINER, 26440 Huntington Heights, Detroit, Michigan, if living, otherwise to her heirs at law.

I (d) Upon the death of my wife, if she survives me, otherwise upon my death, my Trustees shall distribute to the WACHOVIA BANK AND TRUST COMPANY, of Goldsboro, North Carolina, out of the assets of the Residuary Trust, the sum of Seven Thousand Five Hundred Dollars (\$7500.00), to be held by said bank, IN TRUST, and to apply the income therefrom for the care and maintenance of my grave and the grave of Sadie E. Rosenfeld, and the Rosenfeld Plot in Oakland Cemetery, Atlanta, Georgia, in the same manner as I have heretofore done. The Wachovia Bank and Trust Company shall have full power and

I

discretion in the administration of this Trust. The remainder of the Residuary Trust property shall be converted into cash if it may be necessary for equitable division, and divided into seven (7) parts and be distributed as follows:

1. One part to my nephew, VOL T. BLACKNALL, of Atlanta, Georgia, if living; otherwise to his heirs at law.
2. One part to my niece, MRS. SEYMOUR (LORING) EISMAN, of Atlanta, Georgia, if living; otherwise to her heirs at law.
3. One-half part to my niece, MRS. LESTER (SAMUELS) SOLEN, of Nashville, Tennessee, if living, otherwise to her heirs at law.
4. One part to my nephew, HERBERT LORING, of Atlanta, Georgia, if living; otherwise to his heirs at law.
5. One part to my nephew, WILLIAM H. ROSENFELD, JR., of New York, New York, if living; otherwise to his heirs at law.
6. One part to MRS. ANDRE STEIN, if living; otherwise to her heirs at law.
7. One-half part to my nephew, SEYMOUR SAMUELS, JR., of Nashville, Tennessee, if living; otherwise to his heirs at law.
8. One part to my niece, MRS. BERTHA ROSENFELD GOLDBERG, if living; otherwise to her heirs at law.

ARTICLE XV

No interest of any beneficiary in the corpus or income of my estate or of any trust created hereunder shall be subject to attachment or claims of creditors of such beneficiary, nor may it be voluntarily or involuntarily assigned, alienated or encumbered by such beneficiary, except as may be otherwise expressly provided herein.

ARTICLE XVI

I hereby nominate, constitute and appoint my nephew, HERBERT LORING, of Atlanta, Georgia, my nephew, VOL T. BLACKNALL, of Atlanta, Georgia, and THE MIAMI BEACH FIRST NATIONAL BANK, of Miami Beach, Florida, as the Executors of this, my Last Will, and in

the event of the failure for any reason of either of my nephews to serve as Executor, then my nephew, WILLIAM H. ROSENFELD, JR., of New York, New York, and MRS. DOROTHY EISMAN, of Atlanta, Georgia, shall serve as successor Co-Executors of this, my last Will and I request that none of them be required to furnish any bond for the faithful performance of their duties as such Executors.

IN WITNESS WHEREOF, I have hereunto subscribed my name to this Will, consisting of seven (7) pages, each of which I have signed for better identification, this 9th day of May, 1966.

_____(SEAL)
SIMON M. ROSENFELD

THIS WILL was, in our presence, signed, sealed, published and declared by the T stator, SIMON M. ROSENFELD, to be his Last Will and Testament. Each of the seven (7) pages hereof was signed by him in the presence of us, who, at his request, in his presence and in the presence of each other, do attest and subscribe this Will as witnesses in Wayne County, North Carolina, the day and year last above written, believing him to be of sound and disposing mind and memory.

/s/ Patsey F. Aycock _____ residing at _____ Rt. 1

Goldsboro, N. C.
/s/ W. Harrell Everett, Jr. _____ residing at _____ 611 S. Claiborne St.

Goldsboro, N. C.
/s/ James N. Smith _____ residing at _____ 804 E. Beech St.

Goldsboro, N. C.

(End of Will-resuming Order):

3. Let Letters Testamentary issue to THE MIAMI BEACH FIRST NATIONAL BANK, Miami Beach, Florida, VOL T. BLACKNALL, WILLIAM H. ROSENFELD, JR. and DOROTHY LORING EISMAN, as Co-Executors named in said Will, upon their taking and subscribing to the prescribed oaths of Executors.

GIVEN under my hand and-seal at Miami, Dade County, Florida

on this 2 day of May, 1968.

Frank B. Dowling
COUNTY JUDGE.

C.J. SEAL

STATE OF FLORIDA
COUNTY OF DADE

I, THE UNDERSIGNED, Clerk of the County Judge's Court, Dade County, Florida, DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the County Judge of Dade County, Florida, and that same is in full force and effect.

WITNESS my hand and Seal of the County Judge's Court at Miami, Florida, this 2 day of May
A. D. 1968

Glossie F. Lancaster
Clerk County Judge's Court

State of Florida
County of Dade
Filed and recorded
this May 2, 1968
in PROBATE RECORD,
Book Page
County Judge Frank B. Dowling
By LOIS F. PASTORFIELD
C. J. SEAL Clerk

IN THE COUNTY JUDGE'S COURT IN AND FOR DADE COUNTY, FLORIDA
IN PROBATE

In RE: Estate of

No. 17313-2

SIMON M. ROSENFELD

Deceased.

LETTERS TESTAMENTARY

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

WHEREAS, Simon M. Rosenfeld

late of the County aforesaid, died on the 1st day of October, A. D. 19 67, leaving a Last Will and Testament, which having been satisfactorily proven, was on the 2nd day of May, A. D. 19 68, duly admitted to probate and record in this Court. And as by said Last Will and Testament, it appears that Miami Beach First National Bank, Dorothy Loring Kisman, Vol T. Blacknall, and William H. Rosenfeld, Jr.

w^{ere} named therein as Execut^{ors} thereof and they having prayed the Court to grant Letters Testamentary thereon to them as such Execut^{ors} and having, in due form of law, taken the prescribed oath, and performed all other acts necessary to their legal qualifications as such Execut^{ors}.

Now therefore, know ye, That I, Frank B. Dowling, one of the County Judges in and for the County aforesaid by virtue of the power and authority by law in me vested do hereby declare the said Miami Beach First National Bank, Dorothy Loring Kisman, Vol T. Blacknall, and William H. Rosenfeld, Jr.

duly qualified by the laws of said State to act as Execut^{ors} of said Last Will and Testament with full power, by the provisions of law and by virtue of these presents, to administer all and singular the goods, chattels, rights and credits, lands, tenements and hereditaments of said deceased and to ask, demand, sue for, recover and receive the same; to pay the debts in which the said deceased stood bound, so far as the assets shall extend and the law direct, and duly entitled to have and hold for the purposes directed in and by the said Last Will and Testament, all the estate of the said deceased during the legal continuance of their administration, until the same shall expire by virtue of the provisions of said Last Will and Testament, or until the power and authority hereby granted shall be duly revoked according to law.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the County Judge's Court of the County aforesaid, at Miami, Florida, this 11 day of June, A. D. 19 68.

Frank B. Dowling

County Judge

C. J. SEAL

Filed and Recorded this 11 day of June 19 68 in PROBATE RECORD Book Page .

Frank B. Dowling

County Judge, by

MELBA C. DICK

, Clerk.

I HEREBY CERTIFY that the foregoing is a true and correct copy of the original as it appears on record in the County Judge's Court in and for Dade County, Florida, and that the same is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court this 11 day of

June, 19 68.

Melba C. Dick
Clerk, County Judge's Court.

Ruck, Karl Von Cemetery TUA



TR000100301900



INSTRUMENT

LEGAL FOLDER



01/20/2001

100301900

SA KARL VON RUCK CEMETERY FUND

TRB 001042

THIS INDENTURE, made and entered into this the 14th day of April, A. D., 1932, by and between WILLIAM SCHOENHEIT, of Asheville, North Carolina, and KARL BISHOPRIC, of Spray, North Carolina, Executors of the last Will and Testament of Karl von Ruck, deceased, late of Asheville, North Carolina, parties of the first part, and WACHOVIA BANK AND TRUST COMPANY, of Asheville, North Carolina, Trustee and party of the second part,

WITNESSETH: That

WHEREAS, the said Karl von Ruck, by his last will and testament, in paragraph three thereof, devised as follows:

"THIRD: I will and devise the sum of Five Thousand (\$5,000) Dollars in money, or securities to that value, to the Citizens Bank of Asheville, North Carolina, with authority in my Executors to substitute by writing signed by them, any other bank or trust company, its successors and assigns, as trustee in trust, to be held forever, the net income, after a reasonable deduction for services of the trustee, to be used by said trustee annually for the maintenance and repairs of the von Ruck Mausoleum, erected and now standing in the Asheville Cemetery, at Asheville, North Carolina, and if in any year the income from said trust fund shall not be needed for said purpose, the same, or the portion thereof not so needed, is to be paid annually to organized charities in Asheville, either to the Community Chest as now organized, its successors or assigns, or in the event said Community Chest should be abolished or dissolved, the same is to be paid to the Associated Charities of the City of Asheville, North Carolina, annually."

Income
and

WHEREAS, the Citizens Bank of Asheville, North Carolina, mentioned in said will has been dissolved, and the Executors of

said will have determined to substitute the Wachovia Bank and Trust Company as trustee instead of said Citizens Bank,

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That the parties of the first part have this day assigned and transferred to and deposited with the Wachovia Bank and Trust Company of Asheville, the sum of Five Thousand Dollars (\$5,000) principal and the further sum of One Thousand Eight Hundred Thirty-three and 34/100 Dollars (\$1,833.34) interest or income accumulated on said sum of Five Thousand Dollars (\$5,000) since the date of the death of Karl von Ruck on the 5th day of November, 1922, upon the trusts, conditions and terms hereinbefore set out; and

The said Executors hereby represent to said trustee that the income of said sum of Five Thousand Dollars (\$5,000) since the death of Karl von Ruck, according to the best estimate they have been able to make, is the sum of One Thousand Eight Hundred Thirty-three and 34/100 Dollars (\$1,833.34)

Dollars, and that the same has not been needed or used for maintenance or repairs to said von Ruck Mausoleum, and they hereby direct said trustee to pay said income, and the whole amount thereof, to the Community Chest of Asheville, North Carolina, to be used for charitable purposes as set out in said will; and

the said Wachovia Bank and Trust Company, of Asheville, North Carolina, hereby accepts the foregoing fund upon the trust set out in the said last will of Karl von Ruck, and as hereinbefore set out, and agrees to reinvest, manage, and control the said funds, and disburse the same in accordance with said trust, and to charge for its services in connection therewith the following amounts, to-wit:

1. An acceptance fee upon said fund of one per cent. (1%) of the principal amounting to Fifty Dollars (\$50).

2. An annual charge of five per cent. (5%) on the income received and collected on the said fund during the continuance of said trust.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, and the said Wachovia Bank and Trust Company has caused its name to be hereunto subscribed by its ^{Asst} Vice-President, and its corporate seal to be hereunto affixed, and the execution of these presents to be attested by its ^{Asst} Secretary.

Executed in Duplicate.

Karl B. Schenck (SEAL)

Wm. Schoenheit (SEAL)
Executors

WACHOVIA BANK AND TRUST COMPANY

By Gilbert B. Morris
V.P.

ATTEST:

C. G. I. Sand
Asst Secretary.

NORTH CAROLINA,

BUNCOMBE COUNTY.

I, W. B. Carpenter, a Notary Public in and for Buncombe County, North Carolina, do hereby certify that this day personally appeared before me William Schoenheit and acknowledged the due execution by him, as Executor, of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 14 day of April, A. D., 1932.

W. B. Carpenter
Notary Public,
Buncombe County, N. C.

My Commission expires

May 15-1932.

NORTH CAROLINA,
ROCKINGHAM COUNTY.

I, W.B. Leoble, a Notary Public in and for Rockingham County, North Carolina, do hereby certify that this day personally appeared before me Karl Bishopric and acknowledged the due execution by him, as Executor, of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 5 day of April, A. D., 1932.

W.B. Leoble

Notary Public,
Rockingham County, N. C.

My Commission expires Aug. 1, 1933

NORTH CAROLINA
BUNCOMBE COUNTY.

THIS IS TO CERTIFY that on the 14th day of April, 1932, before me personally came Gilbert H. Morris, Vice President, with whom I am personally acquainted, who being by me duly sworn, says that he is the Vice President and C. G. Ireland is the Asst Secretary of the Wachovia Bank and Trust Company, the corporation described in and which executed the foregoing instrument; that he knows the common seal of said corporation; that the seal affixed to the foregoing instrument is said common seal, and the name of the corporation was subscribed thereto by the said Vice President, and that said Vice President and Asst Secretary subscribed their names thereto, and said common seal was affixed, all by order of the Board of Directors of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the 14 day
of April, A. D., 1932.

Almeda Jackson

Notary Public,
Buncombe County, N. C.

My Commission expires

Nov. 4, 1933

Salsbury, R W Cemetery Fund



TR000101028900



INSTRUMENT

LEGAL FOLDER



01/20/2001

101028900

R W SALSBUY CEMETERY FUND

TRB 004315

10289

THE LAST WILL AND TESTAMENT OF R. W. SALSBUURY

NORTH CAROLINA

MARTIN COUNTY

I, R. W. Salsbury, of Martin County, State of North Carolina, being of sound mind, but considering the uncertainty of my earthly existence, make and declare this my last will and testament:

1. My executrix hereinafter named, shall give my body a decent burial, erect a tombstone, and put an iron fence around my plot in the grave-yard in the Town of Hamilton, North Carolina, same to be suitable to the wishes of my friends and relatives, and pay all funeral expenses, and the expense of erecting said tombstone and fence, together with all my just debts, out of the first moneys which may come into her hands belonging to my estate.

2. It is my desire, and I hereby direct that the sum of ONE THOUSAND DOLLARS, (\$1,000.00) DOLLARS, be set aside and be invested and the income of said sum of ONE THOUSAND (\$1,000.00) DOLLARS to be used for the up-keep of my burial plot where I am to be buried. It is my desire, and I do request that the Guaranty Bank & Trust Company of Williamston, North Carolina, act as Trustees to invest said ONE THOUSAND (\$1,000.00) DOLLARS, and use the income, less expenses incident to said trusteeship, to keep up said plot, so far as said income will, in proper condition, suitable to the wishes of my relatives and friends. To this end, I hereby direct my executrix hereinafter named to pay to said Guaranty Bank & Trust Company the said sum of ONE THOUSAND (\$1,000.00) DOLLARS, for the purpose herein named.

It is further my desire, in the event that said Guaranty Bank & Trust Company shall discontinue to do a fiduciary business, or should merge with any other Bank that will not act as trustee, or do a fiduciary business, that the above sum of ONE THOUSAND (\$1,000.00) DOLLARS, shall be turned over to some other Trust

RECORDED - 605002

I
do
approve
No
Tentative

said Trust Compsny
Company, to act in the place and stead of the Guaranty Bank & Trust
Company as herein set out.

3. I hereby give and devise in fee simple to Mrs. Elizabeth
Petty my diamond ring, it being the only diamond ring that I own at
this time.

4. I hereby bequeath and devise to my beloved wife, Bettie
Davis Salsbury, in fee all the rest of my property, both real, per-
sonal and mixed.

5. I hereby constitute and appoint my beloved wife, Bettie
Davis Salsbury my lawful executrix to act without bond, to all intents
and purposes to execute this my last will and testament, according
to the true intent and meaning of the same and every part and clause
thereof. My executrix herein named is authorized to carry on any
business that I am engaged in at the time of my death, or to sell
all, or part of such business, at such time, or on such terms as
she shall deem best. To renew, or indorse, for my estate any note
which I amy have signed, or indorsed, all without Court order. And
it is my desire, should my exeautrix herein named need advice, I re-
quest and desire that she call on my brother, P. L. Salsbury, of
Hamilton, North Carolina.

IN WITNESS WHEREOF, I, the said R. W. Salsbury, hereunto
set my hand and seal, this the 14th day of August, 1944.

R. W. Salsbury (SEAL)

Signed, sealed, published and declared by the said R. W.
Salsbury, to be his last will and testament in the presence of us, who
at his request, and in his presence, and in the presence of each other,
do subscribe our name as witnesses thereto.

J. W. Eubanks

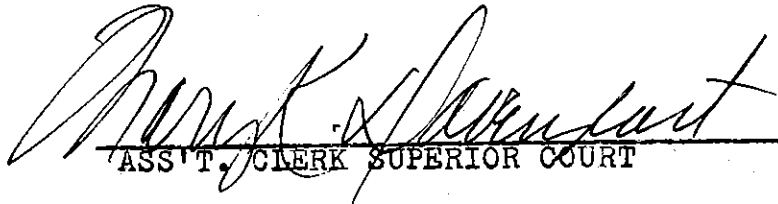
J. A. Haislip

NORTH CAROLINA

MARTIN COUNTY

I, Mary K. Davenport, Ass't. Clerk Superior Court for the above named State and County, do hereby certify the foregoing attached instrument to be a true and correct copy of the Last Will and Testament of R. W. Salsbury and same appears of record in this office in Will Book 8, Page 154.

Witness my hand and official seal, at office in Williamston, N. C., this January 21, 1952.


ASS'T. CLERK SUPERIOR COURT

(OFFICIAL SEAL)

Shore, Robert D Cemetery Fund



TR000107947300



INSTRUMENT

LEGAL FOLDER



01/20/2001

107947300

ROBERT SHORE & D RICH CEM LOT

TRB 003716

1810

W I L L

EXHIBIT # 5995

I, MARIE M. SHORE, of Winston-Salem, Forsyth County, North Carolina, declare this to be my last will and I hereby revoke any and all wills and codicils previously made by me.

ARTICLE I

I direct that all estate and inheritance taxes levied against my estate as a whole or against any portion or beneficiary thereof, or against the proceeds or any payee of the proceeds of any policy of insurance on my life, or in respect of any other property included in my gross estate for the purpose of such taxes, shall be paid out of the funds of my general estate.

ARTICLE II

I bequeath Ten Thousand Dollars (\$10,000) in cash, or its equivalent in stocks or other securities belonging to my estate, at their market value as of the date of my death, to Wachovia Bank and Trust Company in perpetual trust for the following uses:

I

To devote the net income therefrom to the general maintenance and upkeep of the Robert Dicks Shore plot consisting of three adjoining lots and of the D. Rich plot, both in Salem Cemetery, Winston-Salem, North Carolina. I intend the maintenance and upkeep to include, among other things, the repair of any damage occurring to present or future stones and keeping of the grass and shrubbery in healthy condition. I desire that an officer of my Trustee shall inspect the said plot twice a year, once before Easter and again before fall grass planting time.

1811

ARTICLE III

(1) I bequeath One Thousand Dollars (\$1,000) in cash, or its equivalent in stocks or other securities belonging to my estate at their market value as of the date of my death to Salem Home, Incorporated, in Winston-Salem, North Carolina, to be used at the discretion of the governing board for any needs of the Home or to add to the endowment fund.

(2) I bequeath the sum of One Thousand Dollars (\$1,000) in cash or its equivalent to be added to the capital funds of The Church Aid and Extension Board of the Moravian Church of the Southern Province.

(3) I bequeath One Thousand Dollars (\$1,000) in cash, or its equivalent in stocks or other securities belonging to my estate, at their market value as of the date of my death, to the Board of Trustees, or other governing body, of Oxford Orphanage, Oxford, North Carolina.

(4) I bequeath One Thousand Dollars (\$1,000) in cash, or its equivalent in stocks or other securities belonging to my estate, at their market value as of the date of my death, to the Board of Trustees, or other governing body, of Mills Home (formerly Thomasville Baptist Orphanage), Thomasville, North Carolina.

(5) I bequeath One Thousand Dollars (\$1,000) in cash, or its equivalent in stocks or other securities belonging to my estate, at their market value as of the date of my death, to the Board of Trustees, or other governing body, of Thompson Orphanage and Training Institute, Charlotte, North Carolina.

(6) I bequeath Five Thousand Dollars (\$5,000) to the Board of Trustees of Kernersville Moravian Church, to be used only as a building fund to improve the old

1813

To pay the net income therefrom in monthly or quarterly instalments, commencing immediately after my death, to my sister, Nettie Merritt Grier, during her lifetime, and after her death, the principal of this trust shall become a part of my residuary estate and be administered and disposed of as a part of my residuary estate.

ARTICLE VI

I bequeath all my jewelry and furs to my daughter, Sarah Shore Ruffin.

ARTICLE VII

I bequeath all of my tangible personal property and effects, except my jewelry and furs mentioned in ARTICLE VI, to my daughter, Sarah Shore Ruffin, and to my daughter-in-law, Adrian Rice Shore, to be divided between them with such equality as shall be practicable.

ARTICLE VIII

I bequeath to each of the following persons the sum of One Hundred Dollars (\$100.00) for each year that they have been in my employment at the time of my death. The beginning date of employment of each person for the purposes of this will is set opposite their names.

Eliza Little	October, 1949
Cora Bailey	July, 1951
Cephus Grier	November, 1947

The above persons shall be deemed in my employment at the time of my death even if they are no longer working for me because of bad health or other incapacity. They shall not be deemed to be in my employment at the time of my death if their employment has been terminated by me or if they have voluntarily quit my employment.

ARTICLE IX

I direct that all the bequests and trusts made or created by ARTICLES II and III of this will shall be

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paid or set up by my Executors at such time or times following my death as my Executors shall deem to be in the best interests of the administration of my estate but not later than thirteen (13) months after my Executors shall have qualified. No such bequest or trust shall be entitled to any interest or income from my estate during any period prior to the date on which each such bequest or trust is actually paid or set up.

ARTICLE X

I devise and bequeath three-eighths (3/8) of the residue and remainder of my estate of every nature and wheresoever situate to my son, Robert D. Shore, Jr., to be his absolutely and in fee simple, and I devise and bequeath three-eighths (3/8) thereof to my daughter, Sarah Shore Ruffin, to be hers absolutely and in fee simple.

ARTICLE XI

I devise and bequeath one-eighth (1/8) of the residue and remainder of my estate of every nature and wheresoever situate to Sarah Shore Ruffin, Trustee under a Trust Agreement with Marie M. Shore dated July 13, 1961, to be held, administered and disposed of in accordance with the terms of said Trust Agreement.

I devise and bequeath one-eighth (1/8) of the residue and remainder of my estate of every nature and wheresoever situate to Robert D. Shore, Trustee under a Trust Agreement with Marie M. Shore dated July 13, 1961, to be held, administered and disposed of in accordance with the terms of said Trust Agreement.

ARTICLE XII

(1) I appoint my son, Robert D. Shore, Jr., my son-in-law, Dalton D. Ruffin, and Wachovia Bank and Trust Company to be the Executors of my will. And I authorize my Executors and my Trustee, in the exercise of their discretion, to sell real or personal property, either publicly or privately, without an order of court, for cash or on terms, as and when to do so shall seem to be advisable; to retain any stocks or securities or other properties owned by me at the time of my death, or subsequently acquired by my Executors or my Trustee, so long as the retention thereof shall seem to be advisable; to renew any obligations of mine or to borrow money in any amount or amounts for the benefit of any trust created by this will or for the benefit of my estate and, if required to do so, to secure such obligations or loans by the pledge or mortgage of any property belonging to my estate or any of the trusts herein created, without incurring any personal liability on account thereof; to execute such notes, deeds, leases, contracts, bills of sale, and other instruments in writing as my Executors or my Trustee, as the case may be, shall deem requisite in the businesslike settlement of my estate or the administration of the trusts herein created; to participate in any plan of liquidation, reorganization, consolidation, or other financial adjustment of any corporation or business in which my estate or the trusts herein created shall be financially interested, and to accept and hold any stocks or bonds or other securities issued under such plan; to compromise, arbitrate, or otherwise adjust claims in favor of or against my estate or any of the

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several trusts; in case of any doubt, to determine what is principal and what is income and what expenses and other payments shall be charged against principal and what against income; to divide and albt my estate or the trusts herein created, or any part thereof, either in kind or in money, or partly in kind and partly in money; and the decision of my Executors or my Trustees respecting the relative values of the properties so divided and allotted shall be conclusive and binding upon everyone interested in my estate or any of the trusts herein created.

It is my desire and I hereby direct that, in the investment and reinvestment of funds belonging to my estate or to any of the several trusts created by this will, my Executors or my Trustee, or both, may invest or reinvest in such common or preferred stocks or bonds or securities or real or personal properties as shall be approved from time to time by my individual Executor and by the Trust Investment Committee or other similar committee of my corporate Executor and Trustee, without being restricted to securities of the character now or hereafter authorized by the laws of the State of North Carolina or any other state as legal investments for fiduciaries.

Notwithstanding any statute or rule of law to the contrary, and notwithstanding any ruling or regulation to the contrary promulgated by any federal or state supervisory or regulatory body to which any of my Executors or my Trustee shall be subject, my Executors and my Trustee are hereby authorized to retain any and all stock of Wachovia Bank and Trust Company coming into their or its

hands as a part of the properties constituting my estate, or the trusts created by this will, unless and until there shall arise some circumstance or condition (other than the generally recognized desirability of diversification) which, in the sole judgment of my Executors or my Trustee, would make it advisable to sell or otherwise dispose of all or any portion of such stock; and my Executors and my Trustee are hereby authorized to acquire, by purchase or exchange, or bequest, or otherwise, additional shares of the said stock if my Executors or my Trustee, in their or its sole judgment, shall deem it advisable so to do; but these provisions shall not be construed as requiring the retention of all or any portion of said stock. The exercise by my Executors and my Trustee of the discretion herein conferred upon them or it shall be conclusive and binding upon all persons and for all purposes.

(2) I direct that Wachovia Bank and Trust Company, as compensation for its services as Executor and as Trustee hereunder, shall be entitled to retain the commissions stipulated in its regularly adopted schedule of compensation in effect and applicable at the time of the performance of such services; provided, however, that such compensation shall not exceed the commissions then allowable by law for such services.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this the 8 day of Sept., 1961.

Marie M. Shore (SEAL)
Marie M. Shore

Signed, sealed, published and declared by the said Marie M. Shore as and for her last will in the presence of us, who, at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Barbara Ann Adams 2349 Rosewood Ave.
Barbara Masters 1407 Cassi Road
James J. Austin 2246 Hatfield Ave.
All of Winston-Salem, N. C.

1818

CODICIL TO WILL

EXHIBIT # 5995-A

I, MARIE M. SHORE, of Winston-Salem, Forsyth County, North Carolina, declare this to be the first codicil to the last will executed by me on September 8, 1961.

In paragraph (1) of ARTICLE XII of my will I have appointed my son, Robert D. Shore, Jr., my son-in-law, Dalton D. Ruffin, and Wachovia Bank and Trust Company to be the Executors of my will. If my son-in-law, Dalton D. Ruffin, should for any reason fail to qualify as an Executor, or if, after qualifying, he should for any reason cease to act as an Executor, I then nominate and appoint my daughter, Sarah Shore Ruffin, to be an Executor of my will in his place and stead.

In all other respects I ratify and confirm all of the provisions of my said will dated September 8, 1961.

IN WITNESS WHEREOF, I sign, seal, publish and declare this instrument to be the first codicil to my last will this 8 day of May, 1963, at Winston-Salem, North Carolina.

Marie M. Shore. (SEAL)
Marie M. Shore

Signed, sealed, published and declared by the said Marie M. Shore as and for the first codicil to her last will in the presence of us, who, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses.

Barbara Ann Adams
Witness

2379 Rosewood Ave
Address

Barbara M. Fuls
Witness

1900 Queen St.
Address

Francis J. Austin
Witness

2546 Stratfield Ave.
Address

All of Winston-Salem, North Carolina



Forsyth

County

Office of the Clerk of the Superior Court

I, Dorothy Shoaf, Deputy Clerk of the Superior Court of
Forsyth County, State of North Carolina, said Court being
a Court of Record, and having jurisdiction of the probate of wills
and of the administration and settlement of the estates of deceased
persons, and being the keeper and custodian of the original last wills
and testaments and the proofs and probates thereof, hereby certify
the foregoing Nine pages to be a true copy of the original Last
Will and Testament of and Codicil Marie M. Shore deceased,
on file in the office of the Clerk of Superior Court for
Forsyth County, North Carolina, and microfilmed in 19 68,
film 1747, item 1810.

In Witness Whereof, I hereunto subscribe my name and affix
the seal of the Superior Court of Forsyth County, at my
office in Winston-Salem, North Carolina, this 4th day of
September, 19 84.

Dorothy Shoaf

Deputy

Clerk of Superior Court
Ex Officio Judge of Probate

SEAL

Starbuck, F FBO Hildebrand Graves TA
and

Starbuck, FH FBO Starbuck Graves TUA

BOTH contained in the same
trust agreement (including amendments)



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INSTRUMENT

LEGAL FOLDER



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HILDEBRAND GRAVES MORGANTON

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Living Trust Agreement

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THIS AGREEMENT, made the 11th day of JUNE, 1949, and executed in duplicate, between FLORENCE HILDEBRAND STARBUCK, of Winston-Salem, North Carolina, hereinafter called the Grantor, and Wachovia Bank and Trust Company, N. A., hereinafter called the Trustee, WITNESSETH THAT

PROPERTY ENTRUSTED.—The Grantor, in consideration of one dollar paid to the Grantor by the Trustee, receipt of which is hereby acknowledged, has delivered to the Trustee the properties itemized on the sheet attached, marked A and made a part of this agreement, which, together with other properties that may hereafter be brought within the operation of this agreement, shall be held by the Trustee or its successor in trust for the purposes hereinafter set forth.

TRUSTEE'S POWERS.—The Trustee shall receive, hold, manage, convert, sell, exchange, assign, alter, invest, reinvest and otherwise deal with the above described properties as it in its discretion shall deem to be for the best interests of the beneficiaries hereunder. By way of illustration but not of limitation of the Trustee's powers, the Grantor hereby authorizes the Trustee:

1. To receive all rents, issues, income, profits and properties of every nature due the trust estate and to hold or make distribution thereof in accordance with the terms of this agreement;
2. To retain the properties now or hereafter received by it or to dispose of them as and when it shall deem advisable by public or private sale or exchange or otherwise, for cash or upon credit or partly for cash and partly upon credit and upon such terms and conditions as it shall deem proper;
3. To acquire by purchase or exchange or otherwise properties belonging to the Grantor's general estate and to hold or dispose of them in accordance with the terms of this agreement;
4. To participate in any plan of liquidation, reorganization, consolidation, merger, incorporation or other financial adjustment of any business or corporation in which the trust estate is or shall be financially interested and to exchange any property held in the trust estate for property issued under any such plan;
5. To pay such charges and expenses as the Trustee shall deem requisite or desirable for the protection of any property belonging to the trust estate;
6. In case of doubt, to determine what receipts of cash or other property shall be credited to principal and what to income and what expenses or other payments shall be charged against principal and what against income, and all such determinations shall be conclusive and binding upon all persons interested in the trust estate;
7. To invest or reinvest the funds belonging to the trust estate in such common or preferred stocks or bonds or other securities or properties, (real or personal, including life insurance contracts on the life of the beneficiary or anyone in whom the beneficiary has an insurable interest other than a Grantor under this agreement) as shall from time to time be approved by the Trust Investment Committee or other similar Committee of the Trustee without being restricted to statutory investments, and to hold any investment belonging to the trust estate in bearer form or to register and hold any such investment in the name of the duly authorized nominee of the Trustee;
8. To borrow for the benefit of the trust estate, for such periods of time and upon such terms and conditions as the Trustee shall deem proper, any sum or sums of money and to secure such loans by mortgage or pledge of any property belonging to the trust estate without incurring any personal liability on account thereof;
9. To compromise, arbitrate or otherwise adjust or settle claims in favor of or against the trust estate;
10. To make improvements upon any lands belonging to the trust estate and to make or to join with other persons in making, partition of any such lands;
11. To execute such deeds, leases (for any period of time even though it may extend beyond the duration of the trust in which the property so leased shall be held), contracts, bills of sale, notes, proxies and other instruments as the Trustee shall deem requisite or desirable in the proper administration of the trust estate;
12. To divide or allot all or any portion of the properties belonging to the trust estate either in kind or in money or partly in kind and partly in money and to include undivided interests in the properties so divided or allotted, and the judgment of the Trustee concerning the relative values of the properties so divided or allotted shall be conclusive and binding upon all persons interested in the trust estate.

No person having transactions with the Trustee shall be required to see to the application by the Trustee of any property involved in such transactions.

The Trustee shall not be liable for depreciation in the value of any property held in the trust estate or for any error of judgment but shall be liable for acts of bad faith or negligence or wrongdoing.

Drawn by M. J. Pearson, atty.

DISTRIBUTIVE PROVISIONS - The Trustee shall administer this trust estate for the following uses and purposes:

Section 1. During the lifetime of the Grantor the net income derived from this trust estate shall be paid to her or to her order or accumulated as she may in writing direct. In addition, the Trustee shall pay or deliver to the Grantor so much of the principal of this trust estate as she shall from time to time desire and in writing direct.

Subject to the directions heretofore given the Trustee in the first paragraph of this Section 1, if the Trustee in its sole and complete discretion shall deem it to be for the Grantor's best interests because of the Grantor's incapacity or for any other reason satisfactory to the Trustee as being for the Grantor's best interests, the Trustee is authorized to pay to or apply for the benefit of the Grantor such sums out of the current income or accumulated income or out of the principal of this trust estate in such manner and at such intervals as the Trustee in its sole discretion shall from time to time deem requisite or desirable to meet the reasonable needs of the Grantor in her station in life as determined by the Trustee. The Trustee may invest any accumulated income in accordance with the investment provisions of this Agreement, subject to be withdrawn, at any time or from time to time, and used for the benefit of the Grantor.

Section 2. Upon the death of the Grantor, all the funds and properties then remaining in the trust estate shall be administered and disposed of by the Trustee as provided in the succeeding Sections hereof, with the Trustee to fulfill the provisions of such Sections in the order herein set forth.

Section 3. First, the Trustee shall pay to the Grantor's executors or administrators, upon the request of such executors or administrators, such sum or sums out of the assets of the trust estate as the Grantor's executors or administrators in their sole discretion shall determine to be necessary for the purpose of enabling such executors or administrators to pay all or any part of the Grantor's just debts, her funeral expenses, cost of administration of her estate, and the inheritance taxes and estate taxes payable upon or by reason of the Grantor's death.

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Section 4. Second, the Trustee shall set aside out of the remainder of the trust estate the sum of One Hundred Thousand Dollars (\$100,000.00) (or a lesser sum if such lesser sum shall constitute all of such remainder) which shall be continued in a separate trust to be held and administered as follows:

(a) This trust is created in memory of the Grantor's husband, Clarkson Shields Starbuck, and it is created for the purpose of endowing a chair at Salem College, Winston-Salem, North Carolina, which shall be known as THE CLARKSON SHIELDS STARBUCK CHAPLAINCY AND CHAIR OF RELIGION.

(b) The net income derived from this trust shall be paid to Salem College in quarterly or other convenient installments to be used by the College to support the position of College Chaplain and the Chaplain's instructional service in religion.

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Section 5. Third, all the remainder of the trust estate after satisfying the foregoing provisions hereof, shall be apportioned into two equal parts to be administered and disposed of as follows:

A. One such equal part hereof the Trustee shall apportion and dispose of as follows:

(a) Four-fifths (4/5) of the one said equal part shall be set aside and continued as a separate trust for the benefit of Grace E. Starbuck, the sister of the Grantor's deceased husband, and the net income derived from this separate trust shall be paid to or applied for her benefit in monthly or quarterly installments and so much of the principal as the Trustee in its sole discretion shall deem necessary for her support in her accustomed manner of living, taking into consideration income (other than capital gains) available to her from other sources.

Upon the death of Grace E. Starbuck, should she survive the Grantor, or upon the Grantor's death should Grace E. Starbuck predecease the Grantor, then out of assets of

[illegible]

(ii) One such fund shall be held in trust in perpetuity and the net income therefrom shall be expended for the care, maintenance, upkeep and to supply flowers at appropriate times during the year for the grave sites in the Morganton Cemetery, Morganton, North Carolina, where Mr. and Mrs. Miles P. Hildebrand (the Grantor's parents) and Mary Hildebrand Wells (the Grantor's sister) are buried. The Trustee shall have full authority at any time to transfer the assets of this trust to the appropriate authorities of the cemetery as an endowment fund for the purposes stated if it in its sole discretion deems that such transfer may better accomplish the purposes as herein stated.

4.
F.H.S.

shall thereupon be added to the trust set up under the provisions of Section 4 hereinabove for the benefit of the Clarkson Shields Starbuck Chaplaincy and Chair of Religion at Salem College and shall be administered as an integral part thereof.

(b) One-fifth (1/5) of the one said equal part shall be delivered and conveyed discharged of the trust to E. T. Mickey and his wife, Helen Shimel Mickey or to the survivor of them, if either or both shall survive the Grantor, but if neither shall survive the Grantor then such assets as would otherwise have passed under this provision shall thereupon be added to the trust set up under the provisions of Section 4 for the benefit of the Clarkson Shields Starbuck Chaplaincy and Chair of Religion at Salem College and shall be administered as an integral part thereof.

B. One such equal part hereof the Trustee shall apportion and dispose of as follows:

(a) To Edna Hildebrand, the Grantor's half-sister, if she survives the Grantor, the sum of Five Thousand (\$5,000.00) Dollars.

(b) To Patty Hildebrand Horton, daughter of the Grantor's half-brother, if she shall survive the Grantor, the sum of Five Thousand (\$5,000.00) Dollars.

(c) To Cathy Hildebrand, daughter of the Grantor's half-brother, if she shall survive the Grantor, the sum of Five Thousand (\$5,000.00) Dollars.

(d) To such of the Grantor's nieces hereinafter named as shall survive the Grantor and to the living issue per stirpes of any of the said named nieces who may not survive the Grantor, but leave issue surviving - - such issue representing its parent and taking its deceased parent's share, all the remaining funds and properties not otherwise disposed of under the provisions of this Section 5. B., in equal shares, share and share alike, subject to the provisions of subsection (e) hereunder. The Grantor's nieces referred to in

this paragraph (d) are as follows:

Helen Hildebrand Hershberger
Susan Emma Sloan Boger
Betty Lou Sloan Mitchell
Mary Hudson Kirksey
Jean Marrow Jordan

(e) If any of the funds and properties under the provisions of paragraph (d) above shall vest in any person who shall be under twenty-one years of age at the time of the vesting thereof in accordance with the said foregoing provisions, such funds or properties so vesting shall nevertheless continue to be held in trust by the Trustee under the provisions hereof and be administered as a separate trust and the net income therefrom or the principal thereof shall be applied in such manner and at such intervals and in such amounts as the Trustee in its sole discretion shall deem requisite or desirable, for the suitable support and education of such person until he or she shall attain the age of twenty-one years or shall sooner die, whereupon the then principal and any accumulated income of such trust shall be delivered and conveyed, discharged of the trust, to such person if he or she shall attain the age of twenty-one or if such person shall die prior to his or her attainment of twenty-one years, to such person's executors or administrators.

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Section 6. In addition to the powers granted the Trustee under the "Trustee's Powers" provision of this agreement, the Trustee is specifically authorized (i) to retain any stock in The Wachovia Corporation which may become a part of the trust estate until the Trustee shall determine that there exists some circumstance or condition other than desirability of diversification which shall cause it to decide that a sale or conversion of all or any portion of such stock is advisable and for the best interest of the trust estate; provided, however, during the life time of the Grantor such stock may not be sold without her written approval if she is capable of rendering such approval; (ii) to acquire by purchase, exchange, or otherwise additional shares of such stock resulting from a reorganization, merger, or consolidation; and (iii) to receive and

retain shares of such stock issued as a stock dividend; and (iv) to subscribe for, receive, and retain any additional shares of such stock that it may be entitled by reason of the same being lawfully authorized by the stockholders of the said Corporation; and any decision of the Trustee in connection with the retention, voting, sale or exchange of such stocks shall be conclusive and binding upon all persons and for all purposes. The Trustee shall not be liable for any loss or decrease in value which may arise by reason of the exercise of the powers herein conferred.

Furthermore, it is expressly understood that if at any time during the administration of any trust or trusts established hereunder, the principal assets of such trust or trusts shall be diminished to the point where it is no longer feasible or practicable in the sole discretion of the Trustee to maintain such trust or trusts, the Trustee may in its sole discretion terminate such trust or trusts, and the principal and any accumulated income thereof shall thereupon be distributed to the beneficiary or beneficiaries who are then entitled to receive the income from said trust or trusts and in the same proportions as they are or would have been entitled to such income, outright and free from trust.

RIGHTS RESERVED BY GRANTOR. — The Grantor reserves the right to withdraw from the operation of this agreement any of the properties held in trust; to add other properties; to change the beneficiaries, their shares and the plan of distribution; and to modify, amend, add to, or revoke this agreement.

RIGHT OF TRUSTEE TO RESIGN. — The Trustee reserves the right to resign as Trustee hereunder during the Grantor's lifetime by giving the Grantor thirty days' notice in writing, but after the Grantor's death (if the trust shall thereafter continue) only for cause satisfactory to the probate court of the county in which the trust is being administered, which court shall have authority, if it shall deem it advisable, to accept the resignation and appoint a successor clothed with all the powers of the original Trustee.

COMPENSATION OF TRUSTEE. — As compensation for its services the Trustee shall be entitled to retain the commissions stipulated in its regularly adopted schedule of compensation in effect and applicable at the time of the performance of such services, but in no event shall the annual compensation be less than the minimum charge stipulated in its regularly adopted schedule of compensation.

THIS AGREEMENT (except as herein otherwise provided) shall be construed in accordance with, and the administration of the properties held in trust hereunder shall be determined by, the laws of the State of North Carolina irrespective of the domicile or residence of the Grantor or of the situs of any property (real or personal) held in trust hereunder.

IN WITNESS WHEREOF, the Grantor has signed this agreement and affixed the seal adopted by the Grantor; and the Trustee, in acceptance of the trusts hereby created, has caused this agreement to be signed by one of its Vice Presidents and attested by its Secretary or one of its Assistant Secretaries, and its corporate seal to be affixed, all as of the date first above stated.

Florence Hildebrand Starbuck (Seal)
Florence Hildebrand Starbuck Grantor.

WACHOVIA BANK AND TRUST COMPANY,
Trustee

ATTEST:

[Signature]
Assistant Secretary.

By H. T. Holappa
Vice-President.

SHEET A

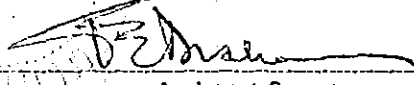
WACHOVIA BANK AND TRUST COMPANY, N. A., acknowledges receipt of the following described properties which are to be held by it in trust for the purposes set forth in the foregoing trust agreement of which this sheet is specifically made a part:

Check Number WS515148 for \$10,000.00, made payable to Mrs. Florence H. Starbuck, and endorsed on June 11, 1969, to Wachovia Bank and Trust Company, N. A., Trustee U/A

- 200 shares Carolina Power and Light Company c/s No Par
Certificate Numbers RC92619/20
- 225 shares Olin Mathieson Chemical Corporation c/s \$5.00 Par
Certificate Numbers NV/O 411253, MV/O 14014, MV10929
- 924 shares R. J. Reynolds Tobacco Company c/s
Certificate Numbers NJCC98685/692; NJC0117232; BL166099;
BL52878; NYC071463; NYCU66349; NJC07709
- 100 shares Squibb Beech-Nut, Inc., c/s \$1.00 Par
Certificate Number N26813
- 38 shares Standard Oil Company /New Jersey/ c/s \$7.00 Par
Certificate Number 3F913093
- 4,607 shares Wachovia Corporation c/s \$5.00 Par
Certificate Numbers WU9278, WU16479

This 11 day of June, 1969.

Attest:


Assistant Secretary

WACHOVIA BANK AND TRUST COMPANY, N. A.

By


Vice President.

AMENDMENT TO LIVING TRUST AGREEMENT

THIS AGREEMENT, Made this 6th day of October, 1972, and executed in duplicate by and between FLORENCE HILDEBRAND STARBUCK of Winston-Salem, North Carolina, hereinafter called the Grantor, and WACHOVIA BANK AND TRUST COMPANY, N.A., hereinafter called the Trustee;

W I T N E S S E T H:

WHEREAS, the Grantor and the Trustee, on the 11th day of June, 1969, made and executed in duplicate a certain Living Trust Agreement; and

WHEREAS, the Grantor in such Living Trust Agreement expressly reserved the right to modify, amend, add to or revoke the same.

NOW, THEREFORE, the Grantor, in the exercise of the right of amendment so reserved to her, does hereby modify, amend, add to or revoke the provisions of such Living Trust Agreement as follows:

ARTICLE I

The "TRUSTEE'S POWERS" section of such Living Trust Agreement is hereby modified by the addition of the following paragraph at the end of that section:

Without in any way limiting the foregoing powers and in addition to any power conferred upon the Trustee under this Agreement or in addition to any general power or authority which the Trustee would otherwise possess by law, the Trustee shall have all of the powers, except power (29) entitled "Apportion and Allocate Receipts and Expenses," set forth and described in Article 3 (Section 32-27), Chapter 32, of the General Statutes of North Carolina relating to powers of fiduciaries, as they shall exist at the time of the execution of this Agreement, which powers are incorporated in this Agreement as if fully copied herein.

ARTICLE II

Section 4 of the "DISTRIBUTIVE PROVISIONS" of such Living Trust Agreement is hereby revoked in its entirety and in lieu and substitution thereof is the following new Section 4, to wit:

Section 4. Second, the Trustee shall set aside out of the remainder of the trust estate the sum of One Hundred Thousand Dollars (\$100,000.00) (or a lesser sum if such lesser sum shall constitute all of such remainder) which sum shall be held in a separate trust, in the memory of the Grantor's husband, Clarkson Shields Starbuck, to be administered and disposed of as follows:

A. If at the time of the Grantor's death, SALEM COLLEGE, Winston-Salem, North Carolina, shall then be an organization described in section 170(c) of the Internal Revenue Code of 1954 (such code being hereinafter in this Agreement referred to as "the Code"), the net income from the trust estate shall be paid to SALEM COLLEGE in quarterly or other convenient installments (but not less frequently than semi-annually) with the request, but not the direction, that the net income be used to endow a chair which shall be known as The Clarkson Shields Starbuck Chaplaincy And Chair Of Religion, such chair to support the position of College Chaplain and the Chaplain's instructional service in religion.

B. If at the time of the Grantor's death, SALEM COLLEGE shall not then be an organization described in section 170(c) of the Code, but THE WINSTON-SALEM FOUNDATION, Winston-Salem, North Carolina, shall be such a described organization, the net income from the trust estate shall be paid to THE WINSTON-SALEM FOUNDATION in quarterly or other convenient installments (but not less frequently than semi-annually) for its general purposes, such payments to be made in memory of the Grantor's husband, Clarkson Shields Starbuck.

C. If at the time of the Grantor's death, THE WINSTON-SALEM FOUNDATION shall not then be an organization described in section 170(c) of the Code, the net income from the trust estate shall be paid in quarterly or other convenient installments (but not less frequently than semi-annually) to one or more organizations then described in section 170(c) of the Code as the Trustee, in its sole discretion shall select.

ARTICLE III

Section 5 of the "DISTRIBUTIVE PROVISIONS" of such Living Trust Agreement is hereby revoked in its entirety and in lieu and substitution thereof are the following new Sections 5, 6 and 7, to wit:

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Section 5. Third, the Trustee shall set aside out of the remainder of the trust estate two separate funds, each in the amount of \$20,000.00, and each of these two funds shall be held in a separate trust by the Trustee and shall be administered and disposed of as a separate trust in the following manner:

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A. One such fund shall be held in trust in perpetuity and the net income therefrom shall be expended for the care, maintenance, upkeep and to supply flowers at Easter each year for the grave sites in the MORAVIAN CEMETERY at Winston-Salem, North Carolina, where Mr. and Mrs. Junius Starbuck (the parents of the Grantor's husband) and Clarkson Shields Starbuck (the Grantor's husband), and Clarkson Shields Starbuck, Jr. (the Grantor's son) are buried, and the grave sites in such cemetery where the Grantor and Grace E. Starbuck shall be buried. The Trustee shall have full authority at any time to transfer the assets of this trust to the appropriate authorities of the cemetery as an endowment fund for the purposes stated if it, in its sole discretion, shall deem that such transfer may better accomplish the purposes as herein stated.

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B. One such fund shall be held in trust in perpetuity and the net income therefrom shall be expended for the care, maintenance, upkeep and to supply flowers at appropriate times during the year for the grave sites in the MORGANTON CEMETERY, Morganton, North Carolina, where Mr. and Mrs. Miles P. Hildebrand (the Grantor's parents) and Mary Hildebrand Wells (the Grantor's sister) are buried. The Trustee shall have full authority at any time to transfer the assets of this trust to the appropriate authorities of the cemetery as an endowment fund for the purposes stated if it, in its sole discretion, shall deem that such transfer may better accomplish the purposes as herein stated.

C. In the event that upon the death of the Grantor, there shall be insufficient properties constituting the remainder of the trust estate to satisfy in full the provisions of this Section 5, then each fund created under this Section 5 shall instead receive one-half the total properties

which are available for distribution pursuant to this Section 5, in lieu of the specified dollar amount.

Section 6. Fourth, the Trustee shall distribute the following shares of stock from the remainder of the trust estate to the following individuals:

A. If EDNA HILDEBRAND, the Grantor's half-sister, shall survive the Grantor, the Trustee shall distribute to the Grantor's said half-sister three hundred shares of the common stock of The Wachovia Corporation. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the first amendment to this Agreement, the Trustee shall distribute to the Grantor's said half-sister such number of shares of the common stock of The Wachovia Corporation, or of its successor (whether by change of name, consolidation or merger) as shall, in the sole judgment of the Trustee, then be the equivalent of three hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

B. If PATSY HILDEBRAND HORTON, the daughter of the Grantor's half-brother, shall survive the Grantor, the Trustee shall distribute to the said daughter of the Grantor's half-brother two hundred shares of the common stock of The Wachovia Corporation. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the first amendment to this Agreement, the Trustee shall distribute to the said daughter of the Grantor's half-brother such number of shares of the common stock of The Wachovia Corporation, or of its successor (whether by change of name, consolidation or merger) as shall in the sole judgment of the Trustee then be the equivalent of two hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

C. If CATHY HILDEBRAND COCKERHAM, the daughter of the Grantor's half-brother, shall survive the Grantor, the Trustee shall distribute to the said daughter of the Grantor's half-brother two hundred shares of the common stock of The Wachovia Corporation. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the first amendment to this Agreement, the Trustee shall distribute to the said daughter of the Grantor's half-brother such number of shares of the common stock of

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The Wachovia Corporation, or of its successor (whether by change of name, consolidation or merger) as shall in the sole judgment of the Trustee then be the equivalent of two hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

D. In the event that at the time of the Grantor's death the total number of shares of the common stock of The Wachovia Corporation then constituting a part of the trust estate shall be insufficient to satisfy all of the distributions of shares directed by the provisions of this Section 6 for which there shall be living recipients at that time, then there shall be a pro rata reduction of the number of shares to be distributed to each then living recipient under the provisions of this Section 6 as shall be required by the deficiency of such shares.

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Section 7. Fifth, all the remainder of the trust estate, after satisfying the foregoing distributive provisions of this Agreement, shall be apportioned into ten equal parts, which equal parts shall be administered and disposed of as follows:

A. One part shall be delivered and conveyed outright to E. T. MICKEY and his wife, HELEN SHIMEL MICKEY, if both shall survive the Grantor, in equal shares, or to the survivor thereof if either shall not survive the Grantor. If neither E. T. MICKEY nor his wife, HELEN SHIMEL MICKEY shall survive the Grantor, one part shall instead be added to the trust created under the provisions of Section 4 hereof to be administered and disposed of as a part thereof.

B. Five parts shall be collectively apportioned into as many equal shares as shall be necessary to provide one equal share for each of the Grantor's nieces hereinafter named who shall be living at the time of the Grantor's death and one equal share for the then living issue, per stirpes, of each such niece who shall then be dead -- such issue representing the parent. The several equal shares so apportioned shall be distributed as follows:

(a) The one equal share apportioned to each named niece of the Grantor shall be distributed outright to the niece.

(b) The one equal share apportioned to the issue, per stirpes, of each deceased named niece of the Grantor shall be distributed to the issue, per stirpes.

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(c) If any of the funds and properties constituting a part of the trust estate shall become distributable pursuant to the provisions of this paragraph B outright to any person who shall be less than twenty-one years of age at the time of the distribution, then notwithstanding those provisions such funds or properties shall vest in such person but shall be held in trust by the Trustee under the provisions hereof, to be administered as a separate trust for the benefit of such person. The net income from the trust estate or the principal thereof shall be applied in such manner, at such intervals and in such amounts as the Trustee in its sole discretion shall deem requisite or desirable for the suitable support and education of such person until he or she shall attain twenty-one years of age or shall sooner die, whereupon the then principal and any accumulated income of such trust shall be delivered and conveyed, discharged of the trust, to such person who shall have attained twenty-one years of age or if such person shall die prior to his or her attaining twenty-one years of age, to such person's executors or administrators.

(d) The Grantor's nieces to whom reference is made in this paragraph B are as follows:

HELEN HILDEBRAND HERSHBERGER
SUSAN EMMA SLOAN BOGER
BETTY LOU SLOAN MITCHELL
MARY HUDSON KIRKSEY
JEAN MARROW JORDAN.

C. If the Grantor's deceased husband's sister, GRACE E. STARBUCK (hereinafter in this paragraph C referred to as "the Recipient"), shall be living at the time of the Grantor's death, four parts shall be held in a separate charitable remainder unitrust by the Trustee, to be administered and disposed of in accordance with the provisions of this paragraph C. The Trustee shall pay to the Recipient in each taxable year of the trust during her lifetime a unitrust amount equal to five percent of the net fair market value of the trust assets valued as of the first day of each taxable year of the trust (such amount being hereinafter referred to as "the unitrust amount"). The unitrust amount shall be paid in equal quarterly installments from income and, to the extent that income shall not be sufficient, from principal. Any

income of the trust for a taxable year which shall be in excess of the unitrust amount shall be added to principal. Upon the death of the Recipient, the Trustee shall distribute all of the then principal and income of the trust, other than any amount due the Recipient, to SALEM COLLEGE, Winston-Salem, North Carolina, with the request, but not the direction, that the same be used to endow a chair which shall be known as the Clarkson Shields Starbuck Chaplaincy And Chair Of Religion, such chair to support the position of College Chaplain and the Chaplain's instructional service in religion. If SALEM COLLEGE shall not be an organization described in section 170(c) of the Internal Revenue Code of 1954 (such code being hereinafter referred to as "the Code") at the time when any principal or income of the trust is to be distributed to it, the Trustee shall distribute such principal or income to THE WINSTON-SALEM FOUNDATION, Winston-Salem, North Carolina, in memory of the Grantor's husband, Clarkson Shields Starbuck, if it shall then be an organization described in section 170(c) of the Code; or if THE WINSTON-SALEM FOUNDATION shall also not then be an organization described in section 170(c) of the Code, the Trustee shall distribute such principal or income to one or more organizations then described in section 170(c) of the Code as the Trustee, in its sole discretion, shall select.

(a) If the net fair market value of the trust assets shall be incorrectly determined by the Trustee for any taxable year, then within a reasonable period after the final determination of the correct value, the Trustee shall pay to the Recipient, in the case of an undervaluation, or shall receive from the Recipient, in the case of an overvaluation, an amount equal to the difference between the unitrust amount properly payable and the unitrust amount actually paid.

(b) In determining the unitrust amount, the Trustee shall prorate the same, on a daily basis, for a short taxable year and for the taxable year of the Recipient's death.

(c) If any additional contributions are made to the trust after the initial contribution, the unitrust amount for the taxable year in which the assets are added to the trust shall be five percent of the sum of (i) the net fair market value of the trust assets (excluding the assets so added and any income from, or appreciation on, such assets) and (ii) that proportion of the value of the assets so added that was excluded under (i)

which the number of days in the period which begins with the date of contribution and ends with the earlier of the last day of the taxable year or the Recipient's death bears to the number of days in the period which begins on the first day of such taxable year and ends with the earlier of the last day in such taxable year or the Recipient's death. In the case where there is no valuation date after the time of contribution, the assets so added shall be valued at the time of the contribution.

(d) Except for the payment of the unitrust amount to the Recipient, the Trustee is prohibited from engaging in any act of self-dealing as defined in section 4941(d) of the Code, from retaining any excess business holdings as defined in section 4943(c) of the Code which would subject the trust to tax under section 4943 of the Code, from making any investments which would subject the trust to tax under section 4944 of the Code, and from making any taxable expenditures as defined in section 4945(d) of the Code. The Trustee shall make distributions at such time and in such manner as not to subject the trust to tax under section 4942 of the Code.

(e) The obligation to pay the unitrust amount shall commence with the date of the death of the Grantor, but payment of the unitrust amount may be deferred from the date of the Grantor's death to the end of the taxable year of the trust in which occurs the complete funding of the trust. Within a reasonable time after the occurrence of said event, the Trustee shall pay the amount determined under the method described in section 1.664-1(a)(5)(ii) of the Federal Income Tax Regulations less the sum of any amounts previously distributed and interest thereon computed at six percent a year, compounded annually, from the date of distribution to the occurrence of said event.

(f) Nothing in this Agreement shall be construed to restrict the Trustee from investing the trust assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

D. If the Grantor's deceased husband's sister, GRACE E. STARBUCK, shall not be living at the time of the Grantor's death, four parts shall be added to the trust created under the provisions of Section 4 hereof to be administered and disposed of as a part thereof.

ARTICLE IV

Section 6 of the Living Trust Agreement is hereby amended to read "Section 8." with no other change to the provisions of that section.

WITH THE FOREGOING AMENDMENTS, AND NO OTHERS, the original Living Trust Agreement dated June 11, 1969, is hereby expressly ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Grantor has set her hand and affixed her seal adopted by her, and the Trustee, in the acceptance of the amendments hereby made, has caused this instrument to be signed by one of its Vice Presidents and attested by one of its Assistant Secretaries and has caused its corporate seal to be attached on the date first above written.

Florence Hildebrand Starbuck (SEAL)
Florence Hildebrand Starbuck, Grantor

WACHOVIA BANK AND TRUST COMPANY, N.A.,
Trustee

By R. H. Nance
Vice President

Attest:

[Signature]
Assistant Secretary

[Corporate Seal]

AMENDMENT TO LIVING TRUST AGREEMENT

THIS AGREEMENT, Made this 30 day of August, 1973, and executed in duplicate by and between FLORENCE HILDEBRAND STARBUCK of Winston-Salem, North Carolina, hereinafter called the Grantor, and WACHOVIA BANK AND TRUST COMPANY, N.A., hereinafter called the Trustee;

W I T N E S S E T H:

WHEREAS, The Grantor and the Trustee, on the 11th day of June, 1969, made and executed in duplicate a certain Living Trust Agreement which was subsequently amended by an Amendment To Living Trust Agreement dated October 6, 1972; and

WHEREAS, the Grantor in such Living Trust Agreement expressly reserved the right to modify, amend, add to or revoke the same.

NOW, THEREFORE, the Grantor, in the exercise of the right of amendment so reserved to her, does hereby modify, amend, add to or revoke the provisions of such Living Trust Agreement as follows:

ARTICLE I

Sections 6 and 7 of the "DISTRIBUTIVE PROVISIONS" of such Living Trust Agreement, as provided for by an Amendment To Living Trust Agreement dated October 6, 1972, are hereby revoked in their entireties and in lieu of and substitution for both of these sections is the following new Section 6, to wit:

Section 6. Fourth, all the remainder of the trust estate, after satisfying the foregoing distributive provisions of this Agreement, shall be apportioned into two equal shares, with one of the equal shares being made up entirely from shares of the common stock of The Wachovia Corporation (or of its successor, whether by change of name, consolidation or merger), if there shall be a sufficient number of such shares available in the remainder of the trust estate to make up the entire one equal share, or with one of the equal shares being made up from such shares of common stock to the greatest extent possible if

there shall not be a sufficient number of such shares available in the remainder of the trust estate to make up the entire one equal share, which equal shares so apportioned shall be administered and disposed of as follows:

A. The one equal share which shall be apportioned entirely, or to the greatest extent possible, from shares of the common stock of The Wachovia Corporation, or of its successor, shall be administered and disposed of as follows:

(a) If EDNA HILDEBRAND, the Grantor's half-sister, shall survive the Grantor, the Trustee shall distribute to the Grantor's said half-sister three hundred shares of the common stock of The Wachovia Corporation, or of its successor. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the second amendment to this Agreement, the Trustee shall distribute to the Grantor's said half-sister such number of shares of the common stock of The Wachovia Corporation, or of its successor, as shall, in the sole judgment of the Trustee, then be the equivalent of three hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

(b) If PATSY HILDEBRAND HORTON, the daughter of the Grantor's half-brother, shall survive the Grantor, the Trustee shall distribute to the said daughter of the Grantor's half-brother two hundred shares of the common stock of The Wachovia Corporation, or of its successor. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the second amendment to this Agreement, the Trustee shall distribute to the said daughter of the Grantor's half-brother such number of shares of the common stock of The Wachovia Corporation, or of its successor, as shall, in the sole judgment of the Trustee, then be the equivalent of two hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

(c) If CATHY HILDEBRAND COCKERHAM, the daughter of the Grantor's half-brother, shall survive the Grantor, the Trustee shall distribute to the said daughter of the Grantor's half-brother two hundred shares of the common stock of The Wachovia Corporation, or of its

successor. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the second amendment to this Agreement, the Trustee shall distribute to the said daughter of the Grantor's half-brother such number of shares of the common stock of The Wachovia Corporation, or of its successor, as shall, in the sole judgment of the Trustee, then be the equivalent of two hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

(d) In the event that at the time of the Grantor's death the total number of shares of the common stock of The Wachovia Corporation, or of its successor, apportioned as a part of the one equal share being distributed pursuant to the provisions of this paragraph A shall be insufficient to satisfy in full all of the distributions of shares directed by the provisions of subparagraphs (a)-(c) of this paragraph A for which there shall be then living recipients, there shall be a pro rata reduction of the number of shares to be distributed to each then living recipient under the provisions of subparagraphs (a)-(c) of this paragraph A as shall be required by the deficiency of such shares.

(e) After satisfying the provisions of subparagraphs (a)-(c) of this paragraph A, the remainder of such one equal share shall be apportioned into as many equal parts as shall be necessary to provide one equal part for each of the Grantor's nieces hereinafter named who shall be living at the time of the Grantor's death and one equal part for the then living issue, per stirpes, of each such niece who shall then be dead -- such issue representing the parent. The several equal parts so apportioned shall be distributed as follows:

(i) The one equal part apportioned to each named niece of the Grantor shall be distributed outright to the niece.

(ii) The one equal part apportioned to the issue, per stirpes, of each deceased named niece of the Grantor shall be distributed outright to the issue, per stirpes.

(iii) If any of the funds and properties constituting a part of the trust estate shall become distributable pursuant to the provisions of this subparagraph (e) outright to any person who shall be less than twenty-one years of age at the time of the distribution, then notwith-

standing those provisions such funds or properties shall vest in such person but shall be held in trust by the Trustee under the provisions hereof, to be administered as a separate trust for the benefit of such person. The net income from the trust estate or the principal thereof shall be applied in such manner, at such intervals and in such amounts as the Trustee in its sole discretion shall deem requisite or desirable for the suitable support and education of such person until he or she shall attain twenty-one years of age or shall sooner die, whereupon the then principal and any accumulated income of such trust shall be delivered and conveyed, discharged of the trust, to such person who shall have attained twenty-one years of age or if such person shall die prior to his or her attaining twenty-one years of age, to such person's executors or administrators.

(iv) The Grantor's nieces to whom reference is made in this subparagraph (e) are as follows:

HELEN HILDEBRAND HERSHBERGER
SUSAN EMMA SLOAN BOGER
BETTY LOU SLOAN MITCHELL
MARY HUDSON KIRKSEY
JEAN MARROW JORDAN.

B. The other one equal share shall be further apportioned into five equal parts, which equal parts shall be administered and disposed of as follows:

(a) One equal part shall be delivered and conveyed outright, in equal shares, to E. T. MICKEY and his wife, HELEN SHIMEL MICKEY, if both shall survive the Grantor or all to the survivor thereof if either shall not survive the Grantor. If neither E. T. MICKEY nor his wife, HELEN SHIMEL MICKEY, shall survive the Grantor, one part shall instead be added to the trust created under the provisions of Section 4 hereof to be administered and disposed of as a part thereof.

(b) If the Grantor's deceased husband's sister, GRACE E. STARBUCK (hereinafter in this subparagraph (b) referred to as "the Recipient"), shall be living at the time of the Grantor's death, four parts shall be held in a separate charitable remainder unitrust by the Trustee, to be administered and disposed of in accordance with the provisions of this subparagraph (b). The Trustee shall pay to the Recipient in each taxable year

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of the trust during her lifetime a unitrust amount equal to five percent of the net fair market value of the trust assets valued as of the first day of each taxable year of the trust (such amount being hereinafter referred to as "the unitrust amount"). The unitrust amount shall be paid in equal quarterly installments from income and, to the extent that income shall not be sufficient, from principal. Any income of the trust for a taxable year which shall be in excess of the unitrust amount shall be added to principal. Upon the death of the Recipient, the Trustee shall distribute all of the then principal and income of the trust, other than any amount due the Recipient, to SALEM COLLEGE, Winston-Salem, North Carolina, with the request, but not the direction, that the same be used to endow a chair which shall be known as the Clarkson Shields Starbuck Chaplaincy And Chair Of Religion, such chair to support the position of College Chaplain and the Chaplain's instructional service in religion. If SALEM COLLEGE shall not be an organization described in section 170(c) of the Internal Revenue Code of 1954 (such code being hereinafter referred to as "the Code") at the time when any principal or income of the trust is to be distributed to it, the Trustee shall distribute such principal or income to THE WINSTON-SALEM FOUNDATION, Winston-Salem, North Carolina, in memory of the Grantor's husband, Clarkson Shields Starbuck, if it shall then be an organization described in section 170(c) of the Code; or if THE WINSTON-SALEM FOUNDATION shall also not then be an organization described in section 170(c) of the Code, the Trustee shall distribute such principal or income to one or more organizations then described in section 170(c) of the Code as the Trustee, in its sole discretion, shall select.

(i) If the net fair market value of the trust assets shall be incorrectly determined by the Trustee for any taxable year, then within a reasonable period after the final determination of the correct value, the Trustee shall pay to the Recipient, in the case of an undervaluation, or shall receive from the Recipient, in the case of an overvaluation, an amount equal to the difference between the unitrust amount properly payable and the unitrust amount actually paid.

(ii) In determining the unitrust amount, the Trustee shall prorate the same, on a daily basis, for a

short taxable year and for the taxable year of the Recipient's death.

(iii) If any additional contributions are made to the trust after the initial contribution, the unitrust amount for the taxable year in which the assets are added to the trust shall be five percent of the sum of (1) the net fair market value of the trust assets (excluding the assets so added and any income from, or appreciation on, such assets) and (2) that proportion of the value of the assets so added that was excluded under (1) which the number of days in the period which begins with the date of contribution and ends with the earlier of the last day of the taxable year or the Recipient's death bears to the number of days in the period which begins on the first day of such taxable year and ends with the earlier of the last day in such taxable year or the Recipient's death. In the case where there is no valuation date after the time of contribution, the assets so added shall be valued at the time of the contribution.

(iv) Except for the payment of the unitrust amount to the Recipient, the Trustee is prohibited from engaging in any act of self-dealing as defined in section 4941(d) of the Code, from retaining any excess business holdings as defined in section 4943(c) of the Code which would subject the trust to tax under section 4943 of the Code, from making any investments which would subject the trust to tax under section 4944 of the Code, and from making any taxable expenditures as defined in section 4945(d) of the Code. The Trustee shall make distributions at such time and in such manner as not to subject the trust to tax under section 4942 of the Code.

(v) The obligation to pay the unitrust amount shall commence with the date of the death of the Grantor, but payment of the unitrust amount may be deferred from the date of the Grantor's death to the end of the taxable year of the trust in which occurs the complete funding of the trust. Within a reasonable time after the occurrence of said event, the Trustee shall pay the amount determined under the method described in section 1.664-1(a)(5)(ii) of the Federal Income Tax Regulations less the sum of any amounts previously distrib-

uted and interest thereon computed at six percent a year, compounded annually, from the date of distribution to the occurrence of said event.

(vi) Nothing in this Agreement shall be construed to restrict the Trustee from investing the trust assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

(c) If the Grantor's deceased husband's sister, GRACE E. STARBUCK, shall not be living at the time of the Grantor's death, four parts shall be added to the trust created under the provisions of Section 4 hereof to be administered and disposed of as a part thereof.

ARTICLE II

Section 8 of the Living Trust Agreement, as modified by an Amendment To Living Trust Agreement dated October 6, 1972, is hereby amended to read "Section 7." with no other change to the provisions of that section.

WITH THE FOREGOING AMENDMENTS, AND NO OTHERS, the original Living Trust Agreement dated June 11, 1969, as amended by an Amendment To Living Trust Agreement dated October 6, 1972, is hereby expressly ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Grantor has set her hand and affixed her seal adopted by her, and the Trustee, in the acceptance of the amendments hereby made, has caused this instrument to be signed by one of its Vice Presidents and attested by one of its Assistant Secretaries and has caused its corporate seal to be attached on the date first above written.

Florence Hildebrand Starbuck (SEAL)
Florence Hildebrand Starbuck, Grantor

WACHOVIA BANK AND TRUST COMPANY, N.A.,
Trustee

By

V. J. [Signature]
Vice President

Attest:

[Signature]
Assistant Secretary

[Corporate Seal]

AMENDMENT TO LIVING TRUST AGREEMENT

THIS AGREEMENT, made this 9th day of March, 1976, and executed in duplicate by and between FLORENCE HILDEBRAND STARBUCK of Winston-Salem, North Carolina, hereinafter called the Grantor, and WACHOVIA BANK AND TRUST COMPANY, N.A., hereinafter called the Trustee;

W I T N E S S E T H:

WHEREAS, the Grantor and the Trustee, on the 11th day of June, 1969, made and executed in duplicate a certain Living Trust Agreement which was subsequently amended on October 6, 1972, and on August 30, 1973; and

WHEREAS, the Grantor in such Living Trust Agreement expressly reserved the right to modify, amend, add to or revoke the same.

NOW, THEREFORE, the Grantor, in the exercise of the right of amendment so reserved to her, does hereby modify, amend, add to or revoke the provisions of such Living Trust Agreement as follows:

ARTICLE I

The provisions of paragraph A of Section 6. of the "DISTRIBUTIVE PROVISIONS" of such Living Trust Agreement, as amended on October 6, 1972, and on August 30, 1973, are revoked in their entirety and substituted therefor are the following provisions:

A. The one equal share which shall be apportioned entirely, or to the greatest extent possible, from shares of the common stock of The Wachovia Corporation, or of its successor, shall be administered and disposed of as follows:

(a) If EDNA HILDEBRAND, the Grantor's half-sister, shall survive the Grantor, the Trustee shall distribute to the Grantor's said half-sister one hundred fifty shares of the common stock of The Wachovia Corporation, or of its successor. If there shall be any change to the capital

structure of The Wachovia Corporation after the date of the third amendment to this Agreement, the Trustee shall distribute to the Grantor's said half-sister such number of shares of the common stock of The Wachovia Corporation, or of its successor, as shall, in the sole judgment of the Trustee, then be the equivalent of one hundred fifty shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

(b) If PATSY HILDEBRAND HORTON, the daughter of the Grantor's half-brother, shall survive the Grantor, the Trustee shall distribute to the said daughter of the Grantor's half-brother two hundred shares of the common stock of The Wachovia Corporation, or of its successor. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the third amendment to this Agreement, the Trustee shall distribute to the said daughter of the Grantor's half-brother such number of shares of the common stock of The Wachovia Corporation, or of its successor, as shall, in the sole judgment of the Trustee, then be the equivalent of two hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

(c) If CATHY HILDEBRAND COCKERHAM, the daughter of the Grantor's half-brother, shall survive the Grantor, the Trustee shall distribute to the said daughter of the Grantor's half-brother two hundred shares of the common stock of The Wachovia Corporation, or of its successor. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the third amendment to this Agreement, the Trustee shall distribute to the said daughter of the Grantor's half-brother such number of shares of the common stock of The Wachovia Corporation, or of its successor, as shall, in the sole judgment of the Trustee, then be the equivalent of two hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

(d) If MILES B. HILDEBRAND, the Grantor's half-brother, shall survive the Grantor, the Trustee shall distribute to the said half-brother of the Grantor one hundred fifty shares of the common stock of The Wachovia Corporation, or of its successor. If there shall be any change to the

capital structure of The Wachovia Corporation after the date of the third amendment to this Agreement, the Trustee shall distribute to the said half-brother of the Grantor such number of shares of the common stock of The Wachovia Corporation, or of its successor, as shall, in the sole judgment of the Trustee, then be the equivalent of one hundred fifty shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

(e) In the event that at the time of the Grantor's death the total number of shares of the common stock of The Wachovia Corporation, or of its successor, apportioned as a part of the one equal share being distributed pursuant to the provisions of this paragraph A shall be insufficient to satisfy in full all of the distributions of shares directed by the provisions of subparagraphs (a)-(d) of this paragraph A for which there shall be then living recipients, there shall be a pro rata reduction of the number of shares to be distributed to each then living recipient under the provisions of subparagraphs (a)-(d) of this paragraph A as shall be required by the deficiency of such shares.

(f) After satisfying the provisions of subparagraphs (a)-(d) of this paragraph A, the remainder of such one equal share shall be apportioned into as many equal parts as shall be necessary to provide one equal part for each of the Grantor's nieces hereinafter named who shall be living at the time of the Grantor's death and one equal part for the then living issue, per stirpes, of each such niece who shall then be dead -- such issue representing the parent. The several equal parts so apportioned shall be distributed as follows:

(i) The one equal part apportioned to each named niece of the Grantor shall be distributed outright to the niece.

(ii) The one equal part apportioned to the issue, per stirpes, of each deceased named niece of the Grantor shall be distributed outright to the issue, per stirpes.

(iii) If any of the funds and properties constituting a part of the trust estate shall become distributable pursuant to the provisions of this subparagraph (f) outright to any person who shall be less than twenty-one years of age at the time of the distribution, then notwithstanding those provisions such funds or properties

shall vest in such person but shall be held in trust by the Trustee under the provisions hereof, to be administered as a separate trust for the benefit of such person. The net income from the trust estate or the principal thereof shall be applied in such manner, at such intervals and in such amounts as the Trustee in its sole discretion shall deem requisite or desirable for the suitable support and education of such person until he or she shall attain twenty-one years of age or shall sooner die, whereupon the then principal and any accumulated income of such trust shall be delivered and conveyed, discharged of the trust, to such person who shall have attained twenty-one years of age or if such person shall die prior to his or her attaining twenty-one years of age, to such person's executors or administrators.

(iv) The Grantor's nieces to whom reference is made in this subparagraph (f) are as follows:

HELEN HILDEBRAND HERSHBERGER
SUSAN EMMA SLOAN BOGER
BETTY LOU SLOAN MITCHELL
MARY HUDSON KIRKSEY
JEAN MARROW JORDAN.

WITH THE FOREGOING AMENDMENTS, AND NO OTHERS, the original Living Trust Agreement dated June 11, 1969, as amended on October 6, 1972, and on August 30, 1973, is hereby expressly ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Grantor has set her hand and affixed her seal adopted by her, and the Trustee, in the acceptance of the amendments hereby made, has caused this instrument to be signed by one of its Vice Presidents and attested by one of its Assistant Secretaries and has caused its corporate seal to be attached on the date first above written.

Florence Hildebrand Starbuck (SEAL)
Florence Hildebrand Starbuck, Grantor

WACHOVIA BANK AND TRUST COMPANY, N.A.,
Trustee

By W. J. [Signature]
Vice President

Attest:

[Signature]
Assistant Secretary

[Corporate Seal]

Starbuck, FH FBO Starbuck Graves
TUA



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INSTRUMENT

LEGAL FOLDER



01/20/2001

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HILDEBRAND GRAVES MORGANTON

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Living Trust Agreement

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THIS AGREEMENT, made the 11th day of JUNE, 1949, and executed in duplicate, between FLORENCE HILDEBRAND STARBUCK, of Winston-Salem, North Carolina, hereinafter called the Grantor, and Wachovia Bank and Trust Company, N. A., hereinafter called the Trustee, WITNESSETH THAT

PROPERTY ENTRUSTED.—The Grantor, in consideration of one dollar paid to the Grantor by the Trustee, receipt of which is hereby acknowledged, has delivered to the Trustee the properties itemized on the sheet attached, marked A and made a part of this agreement, which, together with other properties that may hereafter be brought within the operation of this agreement, shall be held by the Trustee or its successor in trust for the purposes hereinafter set forth.

TRUSTEE'S POWERS.—The Trustee shall receive, hold, manage, convert, sell, exchange, assign, alter, invest, reinvest and otherwise deal with the above described properties as it in its discretion shall deem to be for the best interests of the beneficiaries hereunder. By way of illustration but not of limitation of the Trustee's powers, the Grantor hereby authorizes the Trustee:

1. To receive all rents, issues, income, profits and properties of every nature due the trust estate and to hold or make distribution thereof in accordance with the terms of this agreement;
2. To retain the properties now or hereafter received by it or to dispose of them as and when it shall deem advisable by public or private sale or exchange or otherwise, for cash or upon credit or partly for cash and partly upon credit and upon such terms and conditions as it shall deem proper;
3. To acquire by purchase or exchange or otherwise properties belonging to the Grantor's general estate and to hold or dispose of them in accordance with the terms of this agreement;
4. To participate in any plan of liquidation, reorganization, consolidation, merger, incorporation or other financial adjustment of any business or corporation in which the trust estate is or shall be financially interested and to exchange any property held in the trust estate for property issued under any such plan;
5. To pay such charges and expenses as the Trustee shall deem requisite or desirable for the protection of any property belonging to the trust estate;
6. In case of doubt, to determine what receipts of cash or other property shall be credited to principal and what to income and what expenses or other payments shall be charged against principal and what against income, and all such determinations shall be conclusive and binding upon all persons interested in the trust estate;
7. To invest or reinvest the funds belonging to the trust estate in such common or preferred stocks or bonds or other securities or properties, (real or personal, including life insurance contracts on the life of the beneficiary or anyone in whom the beneficiary has an insurable interest other than a Grantor under this agreement) as shall from time to time be approved by the Trust Investment Committee or other similar Committee of the Trustee without being restricted to statutory investments, and to hold any investment belonging to the trust estate in bearer form or to register and hold any such investment in the name of the duly authorized nominee of the Trustee;
8. To borrow for the benefit of the trust estate, for such periods of time and upon such terms and conditions as the Trustee shall deem proper, any sum or sums of money and to secure such loans by mortgage or pledge of any property belonging to the trust estate without incurring any personal liability on account thereof;
9. To compromise, arbitrate or otherwise adjust or settle claims in favor of or against the trust estate;
10. To make improvements upon any lands belonging to the trust estate and to make or to join with other persons in making, partition of any such lands;
11. To execute such deeds, leases (for any period of time even though it may extend beyond the duration of the trust in which the property so leased shall be held), contracts, bills of sale, notes, proxies and other instruments as the Trustee shall deem requisite or desirable in the proper administration of the trust estate;
12. To divide or allot all or any portion of the properties belonging to the trust estate either in kind or in money or partly in kind and partly in money and to include undivided interests in the properties so divided or allotted, and the judgment of the Trustee concerning the relative values of the properties so divided or allotted shall be conclusive and binding upon all persons interested in the trust estate.

No person having transactions with the Trustee shall be required to see to the application by the Trustee of any property involved in such transactions.

The Trustee shall not be liable for depreciation in the value of any property held in the trust estate or for any error of judgment but shall be liable for acts of bad faith or negligence or wrongdoing.

Drawn by M. J. Pearson, atty.

DISTRIBUTIVE PROVISIONS - The Trustee shall administer this trust estate for the following uses and purposes:

Section 1. During the lifetime of the Grantor the net income derived from this trust estate shall be paid to her or to her order or accumulated as she may in writing direct. In addition, the Trustee shall pay or deliver to the Grantor so much of the principal of this trust estate as she shall from time to time desire and in writing direct.

Subject to the directions heretofore given the Trustee in the first paragraph of this Section 1, if the Trustee in its sole and complete discretion shall deem it to be for the Grantor's best interests because of the Grantor's incapacity or for any other reason satisfactory to the Trustee as being for the Grantor's best interests, the Trustee is authorized to pay to or apply for the benefit of the Grantor such sums out of the current income or accumulated income or out of the principal of this trust estate in such manner and at such intervals as the Trustee in its sole discretion shall from time to time deem requisite or desirable to meet the reasonable needs of the Grantor in her station in life as determined by the Trustee. The Trustee may invest any accumulated income in accordance with the investment provisions of this Agreement, subject to be withdrawn, at any time or from time to time, and used for the benefit of the Grantor.

Section 2. Upon the death of the Grantor, all the funds and properties then remaining in the trust estate shall be administered and disposed of by the Trustee as provided in the succeeding Sections hereof, with the Trustee to fulfill the provisions of such Sections in the order herein set forth.

Section 3. First, the Trustee shall pay to the Grantor's executors or administrators, upon the request of such executors or administrators, such sum or sums out of the assets of the trust estate as the Grantor's executors or administrators in their sole discretion shall determine to be necessary for the purpose of enabling such executors or administrators to pay all or any part of the Grantor's just debts, her funeral expenses, cost of administration of her estate, and the inheritance taxes and estate taxes payable upon or by reason of the Grantor's death.

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Section 4. Second, the Trustee shall set aside out of the remainder of the trust estate the sum of One Hundred Thousand Dollars (\$100,000.00) (or a lesser sum if such lesser sum shall constitute all of such remainder) which shall be continued in a separate trust to be held and administered as follows:

(a) This trust is created in memory of the Grantor's husband, Clarkson Shields Starbuck, and it is created for the purpose of endowing a chair at Salem College, Winston-Salem, North Carolina, which shall be known as THE CLARKSON SHIELDS STARBUCK CHAPLAINCY AND CHAIR OF RELIGION.

(b) The net income derived from this trust shall be paid to Salem College in quarterly or other convenient installments to be used by the College to support the position of College Chaplain and the Chaplain's instructional service in religion.

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Section 5. Third, all the remainder of the trust estate after satisfying the foregoing provisions hereof, shall be apportioned into two equal parts to be administered and disposed of as follows:

A. One such equal part hereof the Trustee shall apportion and dispose of as follows:

(a) Four-fifths (4/5) of the one said equal part shall be set aside and continued as a separate trust for the benefit of Grace E. Starbuck, the sister of the Grantor's deceased husband, and the net income derived from this separate trust shall be paid to or applied for her benefit in monthly or quarterly installments and so much of the principal as the Trustee in its sole discretion shall deem necessary for her support in her accustomed manner of living, taking into consideration income (other than capital gains) available to her from other sources.

Upon the death of Grace E. Starbuck, should she survive the Grantor, or upon the Grantor's death should Grace E. Starbuck predecease the Grantor, then out of assets of

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(ii) One such fund shall be held in trust in perpetuity and the net income therefrom shall be expended for the care, maintenance, upkeep and to supply flowers at appropriate times during the year for the grave sites in the Morganton Cemetery, Morganton, North Carolina, where Mr. and Mrs. Miles P. Hildebrand (the Grantor's parents) and Mary Hildebrand Wells (the Grantor's sister) are buried. The Trustee shall have full authority at any time to transfer the assets of this trust to the appropriate authorities of the cemetery as an endowment fund for the purposes stated if it in its sole discretion deems that such transfer may better accomplish the purposes as herein stated.

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shall thereupon be added to the trust set up under the provisions of Section 4 hereinabove for the benefit of the Clarkson Shields Starbuck Chaplaincy and Chair of Religion at Salem College and shall be administered as an integral part thereof.

(b) One-fifth (1/5) of the one said equal part shall be delivered and conveyed discharged of the trust to E. T. Mickey and his wife, Helen Shimel Mickey or to the survivor of them, if either or both shall survive the Grantor, but if neither shall survive the Grantor then such assets as would otherwise have passed under this provision shall thereupon be added to the trust set up under the provisions of Section 4 for the benefit of the Clarkson Shields Starbuck Chaplaincy and Chair of Religion at Salem College and shall be administered as an integral part thereof.

B. One such equal part hereof the Trustee shall apportion and dispose of as follows:

(a) To Edna Hildebrand, the Grantor's half-sister, if she survives the Grantor, the sum of Five Thousand (\$5,000.00) Dollars.

(b) To Patty Hildebrand Horton, daughter of the Grantor's half-brother, if she shall survive the Grantor, the sum of Five Thousand (\$5,000.00) Dollars.

(c) To Cathy Hildebrand, daughter of the Grantor's half-brother, if she shall survive the Grantor, the sum of Five Thousand (\$5,000.00) Dollars.

(d) To such of the Grantor's nieces hereinafter named as shall survive the Grantor and to the living issue per stirpes of any of the said named nieces who may not survive the Grantor, but leave issue surviving -- such issue representing its parent and taking its deceased parent's share, all the remaining funds and properties not otherwise disposed of under the provisions of this Section 5. B., in equal shares, share and share alike, subject to the provisions of subsection (e) hereunder. The Grantor's nieces referred to in

this paragraph (d) are as follows:

Helen Hildebrand Hershberger
Susan Emma Sloan Boger
Betty Lou Sloan Mitchell
Mary Hudson Kirksey
Jean Marrow Jordan

(e) If any of the funds and properties under the provisions of paragraph (d) above shall vest in any person who shall be under twenty-one years of age at the time of the vesting thereof in accordance with the said foregoing provisions, such funds or properties so vesting shall nevertheless continue to be held in trust by the Trustee under the provisions hereof and be administered as a separate trust and the net income therefrom or the principal thereof shall be applied in such manner and at such intervals and in such amounts as the Trustee in its sole discretion shall deem requisite or desirable, for the suitable support and education of such person until he or she shall attain the age of twenty-one years or shall sooner die, whereupon the then principal and any accumulated income of such trust shall be delivered and conveyed, discharged of the trust, to such person if he or she shall attain the age of twenty-one or if such person shall die prior to his or her attainment of twenty-one years, to such person's executors or administrators.

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Section 6. In addition to the powers granted the Trustee under the "Trustee's Powers" provision of this agreement, the Trustee is specifically authorized (i) to retain any stock in The Wachovia Corporation which may become a part of the trust estate until the Trustee shall determine that there exists some circumstance or condition other than desirability of diversification which shall cause it to decide that a sale or conversion of all or any portion of such stock is advisable and for the best interest of the trust estate; provided, however, during the life time of the Grantor such stock may not be sold without her written approval if she is capable of rendering such approval; (ii) to acquire by purchase, exchange, or otherwise additional shares of such stock resulting from a reorganization, merger, or consolidation; and (iii) to receive and

retain shares of such stock issued as a stock dividend; and (iv) to subscribe for, receive, and retain any additional shares of such stock that it may be entitled by reason of the same being lawfully authorized by the stockholders of the said Corporation; and any decision of the Trustee in connection with the retention, voting, sale or exchange of such stocks shall be conclusive and binding upon all persons and for all purposes. The Trustee shall not be liable for any loss or decrease in value which may arise by reason of the exercise of the powers herein conferred.

Furthermore, it is expressly understood that if at any time during the administration of any trust or trusts established hereunder, the principal assets of such trust or trusts shall be diminished to the point where it is no longer feasible or practicable in the sole discretion of the Trustee to maintain such trust or trusts, the Trustee may in its sole discretion terminate such trust or trusts, and the principal and any accumulated income thereof shall thereupon be distributed to the beneficiary or beneficiaries who are then entitled to receive the income from said trust or trusts and in the same proportions as they are or would have been entitled to such income, outright and free from trust.

RIGHTS RESERVED BY GRANTOR. — The Grantor reserves the right to withdraw from the operation of this agreement any of the properties held in trust; to add other properties; to change the beneficiaries, their shares and the plan of distribution; and to modify, amend, add to, or revoke this agreement.

RIGHT OF TRUSTEE TO RESIGN. — The Trustee reserves the right to resign as Trustee hereunder during the Grantor's lifetime by giving the Grantor thirty days' notice in writing, but after the Grantor's death (if the trust shall thereafter continue) only for cause satisfactory to the probate court of the county in which the trust is being administered, which court shall have authority, if it shall deem it advisable, to accept the resignation and appoint a successor clothed with all the powers of the original Trustee.

COMPENSATION OF TRUSTEE. — As compensation for its services the Trustee shall be entitled to retain the commissions stipulated in its regularly adopted schedule of compensation in effect and applicable at the time of the performance of such services, but in no event shall the annual compensation be less than the minimum charge stipulated in its regularly adopted schedule of compensation.

THIS AGREEMENT (except as herein otherwise provided) shall be construed in accordance with, and the administration of the properties held in trust hereunder shall be determined by, the laws of the State of North Carolina irrespective of the domicile or residence of the Grantor or of the situs of any property (real or personal) held in trust hereunder.

IN WITNESS WHEREOF, the Grantor has signed this agreement and affixed the seal adopted by the Grantor; and the Trustee, in acceptance of the trusts hereby created, has caused this agreement to be signed by one of its Vice Presidents and attested by its Secretary or one of its Assistant Secretaries, and its corporate seal to be affixed, all as of the date first above stated.

Florence Hildebrand Starbuck (Seal)
Florence Hildebrand Starbuck Grantor.

WACHOVIA BANK AND TRUST COMPANY,
Trustee

ATTEST:

[Signature]
Assistant Secretary.

By H. T. Holappa
Vice-President.

SHEET A

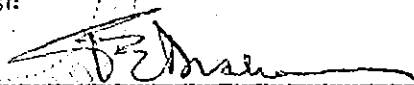
WACHOVIA BANK AND TRUST COMPANY, N. A., acknowledges receipt of the following described properties which are to be held by it in trust for the purposes set forth in the foregoing trust agreement of which this sheet is specifically made a part:

Check Number WS515148 for \$10,000.00, made payable to Mrs. Florence H. Starbuck, and endorsed on June 11, 1969, to Wachovia Bank and Trust Company, N. A., Trustee U/A

- 200 shares Carolina Power and Light Company c/s No Par
Certificate Numbers RC92619/20
- 225 shares Olin Mathieson Chemical Corporation c/s \$5.00 Par
Certificate Numbers NV/O 411253, MV/O 14014, MV10929
- 924 shares R. J. Reynolds Tobacco Company c/s
Certificate Numbers NJCC98685/692; NJC0117232; BL166099;
BL52878; NYCO71463; NYCU66349; NJCO7709
- 100 shares Squibb Beech-Nut, Inc., c/s \$1.00 Par
Certificate Number N26813
- 38 shares Standard Oil Company /New Jersey/ c/s \$7.00 Par
Certificate Number 3F913093
- 4,607 shares Wachovia Corporation c/s \$5.00 Par
Certificate Numbers WU9278, WU16479

This 11 day of June, 1969.

Attest:


Assistant Secretary

WACHOVIA BANK AND TRUST COMPANY, N. A.

By


Vice President.

AMENDMENT TO LIVING TRUST AGREEMENT

THIS AGREEMENT, Made this 6th day of October, 1972, and executed in duplicate by and between FLORENCE HILDEBRAND STARBUCK of Winston-Salem, North Carolina, hereinafter called the Grantor, and WACHOVIA BANK AND TRUST COMPANY, N.A., hereinafter called the Trustee;

W I T N E S S E T H:

WHEREAS, the Grantor and the Trustee, on the 11th day of June, 1969, made and executed in duplicate a certain Living Trust Agreement; and

WHEREAS, the Grantor in such Living Trust Agreement expressly reserved the right to modify, amend, add to or revoke the same.

NOW, THEREFORE, the Grantor, in the exercise of the right of amendment so reserved to her, does hereby modify, amend, add to or revoke the provisions of such Living Trust Agreement as follows:

ARTICLE I

The "TRUSTEE'S POWERS" section of such Living Trust Agreement is hereby modified by the addition of the following paragraph at the end of that section:

Without in any way limiting the foregoing powers and in addition to any power conferred upon the Trustee under this Agreement or in addition to any general power or authority which the Trustee would otherwise possess by law, the Trustee shall have all of the powers, except power (29) entitled "Apportion and Allocate Receipts and Expenses," set forth and described in Article 3 (Section 32-27), Chapter 32, of the General Statutes of North Carolina relating to powers of fiduciaries, as they shall exist at the time of the execution of this Agreement, which powers are incorporated in this Agreement as if fully copied herein.

ARTICLE II

Section 4 of the "DISTRIBUTIVE PROVISIONS" of such Living Trust Agreement is hereby revoked in its entirety and in lieu and substitution thereof is the following new Section 4, to wit:

Section 4. Second, the Trustee shall set aside out of the remainder of the trust estate the sum of One Hundred Thousand Dollars (\$100,000.00) (or a lesser sum if such lesser sum shall constitute all of such remainder) which sum shall be held in a separate trust, in the memory of the Grantor's husband, Clarkson Shields Starbuck, to be administered and disposed of as follows:

A. If at the time of the Grantor's death, SALEM COLLEGE, Winston-Salem, North Carolina, shall then be an organization described in section 170(c) of the Internal Revenue Code of 1954 (such code being hereinafter in this Agreement referred to as "the Code"), the net income from the trust estate shall be paid to SALEM COLLEGE in quarterly or other convenient installments (but not less frequently than semi-annually) with the request, but not the direction, that the net income be used to endow a chair which shall be known as The Clarkson Shields Starbuck Chaplaincy And Chair Of Religion, such chair to support the position of College Chaplain and the Chaplain's instructional service in religion.

B. If at the time of the Grantor's death, SALEM COLLEGE shall not then be an organization described in section 170(c) of the Code, but THE WINSTON-SALEM FOUNDATION, Winston-Salem, North Carolina, shall be such a described organization, the net income from the trust estate shall be paid to THE WINSTON-SALEM FOUNDATION in quarterly or other convenient installments (but not less frequently than semi-annually) for its general purposes, such payments to be made in memory of the Grantor's husband, Clarkson Shields Starbuck.

C. If at the time of the Grantor's death, THE WINSTON-SALEM FOUNDATION shall not then be an organization described in section 170(c) of the Code, the net income from the trust estate shall be paid in quarterly or other convenient installments (but not less frequently than semi-annually) to one or more organizations then described in section 170(c) of the Code as the Trustee, in its sole discretion shall select.

ARTICLE III

Section 5 of the "DISTRIBUTIVE PROVISIONS" of such Living Trust Agreement is hereby revoked in its entirety and in lieu and substitution thereof are the following new Sections 5, 6 and 7, to wit:

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Section 5. Third, the Trustee shall set aside out of the remainder of the trust estate two separate funds, each in the amount of \$20,000.00, and each of these two funds shall be held in a separate trust by the Trustee and shall be administered and disposed of as a separate trust in the following manner:

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A. One such fund shall be held in trust in perpetuity and the net income therefrom shall be expended for the care, maintenance, upkeep and to supply flowers at Easter each year for the grave sites in the MORAVIAN CEMETERY at Winston-Salem, North Carolina, where Mr. and Mrs. Junius Starbuck (the parents of the Grantor's husband) and Clarkson Shields Starbuck (the Grantor's husband), and Clarkson Shields Starbuck, Jr. (the Grantor's son) are buried, and the grave sites in such cemetery where the Grantor and Grace E. Starbuck shall be buried. The Trustee shall have full authority at any time to transfer the assets of this trust to the appropriate authorities of the cemetery as an endowment fund for the purposes stated if it, in its sole discretion, shall deem that such transfer may better accomplish the purposes as herein stated.

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B. One such fund shall be held in trust in perpetuity and the net income therefrom shall be expended for the care, maintenance, upkeep and to supply flowers at appropriate times during the year for the grave sites in the MORGANTON CEMETERY, Morganton, North Carolina, where Mr. and Mrs. Miles P. Hildebrand (the Grantor's parents) and Mary Hildebrand Wells (the Grantor's sister) are buried. The Trustee shall have full authority at any time to transfer the assets of this trust to the appropriate authorities of the cemetery as an endowment fund for the purposes stated if it, in its sole discretion, shall deem that such transfer may better accomplish the purposes as herein stated.

C. In the event that upon the death of the Grantor, there shall be insufficient properties constituting the remainder of the trust estate to satisfy in full the provisions of this Section 5, then each fund created under this Section 5 shall instead receive one-half the total properties

which are available for distribution pursuant to this Section 5, in lieu of the specified dollar amount.

Section 6. Fourth, the Trustee shall distribute the following shares of stock from the remainder of the trust estate to the following individuals:

A. If EDNA HILDEBRAND, the Grantor's half-sister, shall survive the Grantor, the Trustee shall distribute to the Grantor's said half-sister three hundred shares of the common stock of The Wachovia Corporation. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the first amendment to this Agreement, the Trustee shall distribute to the Grantor's said half-sister such number of shares of the common stock of The Wachovia Corporation, or of its successor (whether by change of name, consolidation or merger) as shall, in the sole judgment of the Trustee, then be the equivalent of three hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

B. If PATSY HILDEBRAND HORTON, the daughter of the Grantor's half-brother, shall survive the Grantor, the Trustee shall distribute to the said daughter of the Grantor's half-brother two hundred shares of the common stock of The Wachovia Corporation. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the first amendment to this Agreement, the Trustee shall distribute to the said daughter of the Grantor's half-brother such number of shares of the common stock of The Wachovia Corporation, or of its successor (whether by change of name, consolidation or merger) as shall in the sole judgment of the Trustee then be the equivalent of two hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

C. If CATHY HILDEBRAND COCKERHAM, the daughter of the Grantor's half-brother, shall survive the Grantor, the Trustee shall distribute to the said daughter of the Grantor's half-brother two hundred shares of the common stock of The Wachovia Corporation. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the first amendment to this Agreement, the Trustee shall distribute to the said daughter of the Grantor's half-brother such number of shares of the common stock of

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The Wachovia Corporation, or of its successor (whether by change of name, consolidation or merger) as shall in the sole judgment of the Trustee then be the equivalent of two hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

D. In the event that at the time of the Grantor's death the total number of shares of the common stock of The Wachovia Corporation then constituting a part of the trust estate shall be insufficient to satisfy all of the distributions of shares directed by the provisions of this Section 6 for which there shall be living recipients at that time, then there shall be a pro rata reduction of the number of shares to be distributed to each then living recipient under the provisions of this Section 6 as shall be required by the deficiency of such shares.

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Section 7. Fifth, all the remainder of the trust estate, after satisfying the foregoing distributive provisions of this Agreement, shall be apportioned into ten equal parts, which equal parts shall be administered and disposed of as follows:

A. One part shall be delivered and conveyed outright to E. T. MICKEY and his wife, HELEN SHIMEL MICKEY, if both shall survive the Grantor, in equal shares, or to the survivor thereof if either shall not survive the Grantor. If neither E. T. MICKEY nor his wife, HELEN SHIMEL MICKEY shall survive the Grantor, one part shall instead be added to the trust created under the provisions of Section 4 hereof to be administered and disposed of as a part thereof.

B. Five parts shall be collectively apportioned into as many equal shares as shall be necessary to provide one equal share for each of the Grantor's nieces hereinafter named who shall be living at the time of the Grantor's death and one equal share for the then living issue, per stirpes, of each such niece who shall then be dead -- such issue representing the parent. The several equal shares so apportioned shall be distributed as follows:

(a) The one equal share apportioned to each named niece of the Grantor shall be distributed outright to the niece.

(b) The one equal share apportioned to the issue, per stirpes, of each deceased named niece of the Grantor shall be distributed to the issue, per stirpes.

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(c) If any of the funds and properties constituting a part of the trust estate shall become distributable pursuant to the provisions of this paragraph B outright to any person who shall be less than twenty-one years of age at the time of the distribution, then notwithstanding those provisions such funds or properties shall vest in such person but shall be held in trust by the Trustee under the provisions hereof, to be administered as a separate trust for the benefit of such person. The net income from the trust estate or the principal thereof shall be applied in such manner, at such intervals and in such amounts as the Trustee in its sole discretion shall deem requisite or desirable for the suitable support and education of such person until he or she shall attain twenty-one years of age or shall sooner die, whereupon the then principal and any accumulated income of such trust shall be delivered and conveyed, discharged of the trust, to such person who shall have attained twenty-one years of age or if such person shall die prior to his or her attaining twenty-one years of age, to such person's executors or administrators.

(d) The Grantor's nieces to whom reference is made in this paragraph B are as follows:

HELEN HILDEBRAND HERSHBERGER
SUSAN EMMA SLOAN BOGER
BETTY LOU SLOAN MITCHELL
MARY HUDSON KIRKSEY
JEAN MARROW JORDAN.

C. If the Grantor's deceased husband's sister, GRACE E. STARBUCK (hereinafter in this paragraph C referred to as "the Recipient"), shall be living at the time of the Grantor's death, four parts shall be held in a separate charitable remainder unitrust by the Trustee, to be administered and disposed of in accordance with the provisions of this paragraph C. The Trustee shall pay to the Recipient in each taxable year of the trust during her lifetime a unitrust amount equal to five percent of the net fair market value of the trust assets valued as of the first day of each taxable year of the trust (such amount being hereinafter referred to as "the unitrust amount"). The unitrust amount shall be paid in equal quarterly installments from income and, to the extent that income shall not be sufficient, from principal. Any

income of the trust for a taxable year which shall be in excess of the unitrust amount shall be added to principal. Upon the death of the Recipient, the Trustee shall distribute all of the then principal and income of the trust, other than any amount due the Recipient, to SALEM COLLEGE, Winston-Salem, North Carolina, with the request, but not the direction, that the same be used to endow a chair which shall be known as the Clarkson Shields Starbuck Chaplaincy And Chair Of Religion, such chair to support the position of College Chaplain and the Chaplain's instructional service in religion. If SALEM COLLEGE shall not be an organization described in section 170(c) of the Internal Revenue Code of 1954 (such code being hereinafter referred to as "the Code") at the time when any principal or income of the trust is to be distributed to it, the Trustee shall distribute such principal or income to THE WINSTON-SALEM FOUNDATION, Winston-Salem, North Carolina, in memory of the Grantor's husband, Clarkson Shields Starbuck, if it shall then be an organization described in section 170(c) of the Code; or if THE WINSTON-SALEM FOUNDATION shall also not then be an organization described in section 170(c) of the Code, the Trustee shall distribute such principal or income to one or more organizations then described in section 170(c) of the Code as the Trustee, in its sole discretion, shall select.

(a) If the net fair market value of the trust assets shall be incorrectly determined by the Trustee for any taxable year, then within a reasonable period after the final determination of the correct value, the Trustee shall pay to the Recipient, in the case of an undervaluation, or shall receive from the Recipient, in the case of an overvaluation, an amount equal to the difference between the unitrust amount properly payable and the unitrust amount actually paid.

(b) In determining the unitrust amount, the Trustee shall prorate the same, on a daily basis, for a short taxable year and for the taxable year of the Recipient's death.

(c) If any additional contributions are made to the trust after the initial contribution, the unitrust amount for the taxable year in which the assets are added to the trust shall be five percent of the sum of (i) the net fair market value of the trust assets (excluding the assets so added and any income from, or appreciation on, such assets) and (ii) that proportion of the value of the assets so added that was excluded under (i)

which the number of days in the period which begins with the date of contribution and ends with the earlier of the last day of the taxable year or the Recipient's death bears to the number of days in the period which begins on the first day of such taxable year and ends with the earlier of the last day in such taxable year or the Recipient's death. In the case where there is no valuation date after the time of contribution, the assets so added shall be valued at the time of the contribution.

(d) Except for the payment of the unitrust amount to the Recipient, the Trustee is prohibited from engaging in any act of self-dealing as defined in section 4941(d) of the Code, from retaining any excess business holdings as defined in section 4943(c) of the Code which would subject the trust to tax under section 4943 of the Code, from making any investments which would subject the trust to tax under section 4944 of the Code, and from making any taxable expenditures as defined in section 4945(d) of the Code. The Trustee shall make distributions at such time and in such manner as not to subject the trust to tax under section 4942 of the Code.

(e) The obligation to pay the unitrust amount shall commence with the date of the death of the Grantor, but payment of the unitrust amount may be deferred from the date of the Grantor's death to the end of the taxable year of the trust in which occurs the complete funding of the trust. Within a reasonable time after the occurrence of said event, the Trustee shall pay the amount determined under the method described in section 1.664-1(a)(5)(ii) of the Federal Income Tax Regulations less the sum of any amounts previously distributed and interest thereon computed at six percent a year, compounded annually, from the date of distribution to the occurrence of said event.

(f) Nothing in this Agreement shall be construed to restrict the Trustee from investing the trust assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

D. If the Grantor's deceased husband's sister, GRACE E. STARBUCK, shall not be living at the time of the Grantor's death, four parts shall be added to the trust created under the provisions of Section 4 hereof to be administered and disposed of as a part thereof.

ARTICLE IV

Section 6 of the Living Trust Agreement is hereby amended to read "Section 8." with no other change to the provisions of that section.

WITH THE FOREGOING AMENDMENTS, AND NO OTHERS, the original Living Trust Agreement dated June 11, 1969, is hereby expressly ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Grantor has set her hand and affixed her seal adopted by her, and the Trustee, in the acceptance of the amendments hereby made, has caused this instrument to be signed by one of its Vice Presidents and attested by one of its Assistant Secretaries and has caused its corporate seal to be attached on the date first above written.

Florence Hildebrand Starbuck (SEAL)
Florence Hildebrand Starbuck, Grantor

WACHOVIA BANK AND TRUST COMPANY, N.A.,
Trustee

By R. H. Nance
Vice President

Attest:

[Signature]
Assistant Secretary

[Corporate Seal]

AMENDMENT TO LIVING TRUST AGREEMENT

THIS AGREEMENT, Made this 30 day of August, 1973, and executed in duplicate by and between FLORENCE HILDEBRAND STARBUCK of Winston-Salem, North Carolina, hereinafter called the Grantor, and WACHOVIA BANK AND TRUST COMPANY, N.A., hereinafter called the Trustee;

W I T N E S S E T H:

WHEREAS, The Grantor and the Trustee, on the 11th day of June, 1969, made and executed in duplicate a certain Living Trust Agreement which was subsequently amended by an Amendment To Living Trust Agreement dated October 6, 1972; and

WHEREAS, the Grantor in such Living Trust Agreement expressly reserved the right to modify, amend, add to or revoke the same.

NOW, THEREFORE, the Grantor, in the exercise of the right of amendment so reserved to her, does hereby modify, amend, add to or revoke the provisions of such Living Trust Agreement as follows:

ARTICLE I

Sections 6 and 7 of the "DISTRIBUTIVE PROVISIONS" of such Living Trust Agreement, as provided for by an Amendment To Living Trust Agreement dated October 6, 1972, are hereby revoked in their entireties and in lieu of and substitution for both of these sections is the following new Section 6, to wit:

Section 6. Fourth, all the remainder of the trust estate, after satisfying the foregoing distributive provisions of this Agreement, shall be apportioned into two equal shares, with one of the equal shares being made up entirely from shares of the common stock of The Wachovia Corporation (or of its successor, whether by change of name, consolidation or merger), if there shall be a sufficient number of such shares available in the remainder of the trust estate to make up the entire one equal share, or with one of the equal shares being made up from such shares of common stock to the greatest extent possible if

there shall not be a sufficient number of such shares available in the remainder of the trust estate to make up the entire one equal share, which equal shares so apportioned shall be administered and disposed of as follows:

A. The one equal share which shall be apportioned entirely, or to the greatest extent possible, from shares of the common stock of The Wachovia Corporation, or of its successor, shall be administered and disposed of as follows:

(a) If EDNA HILDEBRAND, the Grantor's half-sister, shall survive the Grantor, the Trustee shall distribute to the Grantor's said half-sister three hundred shares of the common stock of The Wachovia Corporation, or of its successor. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the second amendment to this Agreement, the Trustee shall distribute to the Grantor's said half-sister such number of shares of the common stock of The Wachovia Corporation, or of its successor, as shall, in the sole judgment of the Trustee, then be the equivalent of three hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

(b) If PATSY HILDEBRAND HORTON, the daughter of the Grantor's half-brother, shall survive the Grantor, the Trustee shall distribute to the said daughter of the Grantor's half-brother two hundred shares of the common stock of The Wachovia Corporation, or of its successor. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the second amendment to this Agreement, the Trustee shall distribute to the said daughter of the Grantor's half-brother such number of shares of the common stock of The Wachovia Corporation, or of its successor, as shall, in the sole judgment of the Trustee, then be the equivalent of two hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

(c) If CATHY HILDEBRAND COCKERHAM, the daughter of the Grantor's half-brother, shall survive the Grantor, the Trustee shall distribute to the said daughter of the Grantor's half-brother two hundred shares of the common stock of The Wachovia Corporation, or of its

successor. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the second amendment to this Agreement, the Trustee shall distribute to the said daughter of the Grantor's half-brother such number of shares of the common stock of The Wachovia Corporation, or of its successor, as shall, in the sole judgment of the Trustee, then be the equivalent of two hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

(d) In the event that at the time of the Grantor's death the total number of shares of the common stock of The Wachovia Corporation, or of its successor, apportioned as a part of the one equal share being distributed pursuant to the provisions of this paragraph A shall be insufficient to satisfy in full all of the distributions of shares directed by the provisions of subparagraphs (a)-(c) of this paragraph A for which there shall be then living recipients, there shall be a pro rata reduction of the number of shares to be distributed to each then living recipient under the provisions of subparagraphs (a)-(c) of this paragraph A as shall be required by the deficiency of such shares.

(e) After satisfying the provisions of subparagraphs (a)-(c) of this paragraph A, the remainder of such one equal share shall be apportioned into as many equal parts as shall be necessary to provide one equal part for each of the Grantor's nieces hereinafter named who shall be living at the time of the Grantor's death and one equal part for the then living issue, per stirpes, of each such niece who shall then be dead -- such issue representing the parent. The several equal parts so apportioned shall be distributed as follows:

(i) The one equal part apportioned to each named niece of the Grantor shall be distributed outright to the niece.

(ii) The one equal part apportioned to the issue, per stirpes, of each deceased named niece of the Grantor shall be distributed outright to the issue, per stirpes.

(iii) If any of the funds and properties constituting a part of the trust estate shall become distributable pursuant to the provisions of this subparagraph (e) outright to any person who shall be less than twenty-one years of age at the time of the distribution, then notwith-

standing those provisions such funds or properties shall vest in such person but shall be held in trust by the Trustee under the provisions hereof, to be administered as a separate trust for the benefit of such person. The net income from the trust estate or the principal thereof shall be applied in such manner, at such intervals and in such amounts as the Trustee in its sole discretion shall deem requisite or desirable for the suitable support and education of such person until he or she shall attain twenty-one years of age or shall sooner die, whereupon the then principal and any accumulated income of such trust shall be delivered and conveyed, discharged of the trust, to such person who shall have attained twenty-one years of age or if such person shall die prior to his or her attaining twenty-one years of age, to such person's executors or administrators.

(iv) The Grantor's nieces to whom reference is made in this subparagraph (e) are as follows:

HELEN HILDEBRAND HERSHBERGER
SUSAN EMMA SLOAN BOGER
BETTY LOU SLOAN MITCHELL
MARY HUDSON KIRKSEY
JEAN MARROW JORDAN.

B. The other one equal share shall be further apportioned into five equal parts, which equal parts shall be administered and disposed of as follows:

(a) One equal part shall be delivered and conveyed outright, in equal shares, to E. T. MICKEY and his wife, HELEN SHIMEL MICKEY, if both shall survive the Grantor or all to the survivor thereof if either shall not survive the Grantor. If neither E. T. MICKEY nor his wife, HELEN SHIMEL MICKEY, shall survive the Grantor, one part shall instead be added to the trust created under the provisions of Section 4 hereof to be administered and disposed of as a part thereof.

(b) If the Grantor's deceased husband's sister, GRACE E. STARBUCK (hereinafter in this subparagraph (b) referred to as "the Recipient"), shall be living at the time of the Grantor's death, four parts shall be held in a separate charitable remainder unitrust by the Trustee, to be administered and disposed of in accordance with the provisions of this subparagraph (b). The Trustee shall pay to the Recipient in each taxable year

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of the trust during her lifetime a unitrust amount equal to five percent of the net fair market value of the trust assets valued as of the first day of each taxable year of the trust (such amount being hereinafter referred to as "the unitrust amount"). The unitrust amount shall be paid in equal quarterly installments from income and, to the extent that income shall not be sufficient, from principal. Any income of the trust for a taxable year which shall be in excess of the unitrust amount shall be added to principal. Upon the death of the Recipient, the Trustee shall distribute all of the then principal and income of the trust, other than any amount due the Recipient, to SALEM COLLEGE, Winston-Salem, North Carolina, with the request, but not the direction, that the same be used to endow a chair which shall be known as the Clarkson Shields Starbuck Chaplaincy And Chair Of Religion, such chair to support the position of College Chaplain and the Chaplain's instructional service in religion. If SALEM COLLEGE shall not be an organization described in section 170(c) of the Internal Revenue Code of 1954 (such code being hereinafter referred to as "the Code") at the time when any principal or income of the trust is to be distributed to it, the Trustee shall distribute such principal or income to THE WINSTON-SALEM FOUNDATION, Winston-Salem, North Carolina, in memory of the Grantor's husband, Clarkson Shields Starbuck, if it shall then be an organization described in section 170(c) of the Code; or if THE WINSTON-SALEM FOUNDATION shall also not then be an organization described in section 170(c) of the Code, the Trustee shall distribute such principal or income to one or more organizations then described in section 170(c) of the Code as the Trustee, in its sole discretion, shall select.

(i) If the net fair market value of the trust assets shall be incorrectly determined by the Trustee for any taxable year, then within a reasonable period after the final determination of the correct value, the Trustee shall pay to the Recipient, in the case of an undervaluation, or shall receive from the Recipient, in the case of an overvaluation, an amount equal to the difference between the unitrust amount properly payable and the unitrust amount actually paid.

(ii) In determining the unitrust amount, the Trustee shall prorate the same, on a daily basis, for a

short taxable year and for the taxable year of the Recipient's death.

(iii) If any additional contributions are made to the trust after the initial contribution, the unitrust amount for the taxable year in which the assets are added to the trust shall be five percent of the sum of (1) the net fair market value of the trust assets (excluding the assets so added and any income from, or appreciation on, such assets) and (2) that proportion of the value of the assets so added that was excluded under (1) which the number of days in the period which begins with the date of contribution and ends with the earlier of the last day of the taxable year or the Recipient's death bears to the number of days in the period which begins on the first day of such taxable year and ends with the earlier of the last day in such taxable year or the Recipient's death. In the case where there is no valuation date after the time of contribution, the assets so added shall be valued at the time of the contribution.

(iv) Except for the payment of the unitrust amount to the Recipient, the Trustee is prohibited from engaging in any act of self-dealing as defined in section 4941(d) of the Code, from retaining any excess business holdings as defined in section 4943(c) of the Code which would subject the trust to tax under section 4943 of the Code, from making any investments which would subject the trust to tax under section 4944 of the Code, and from making any taxable expenditures as defined in section 4945(d) of the Code. The Trustee shall make distributions at such time and in such manner as not to subject the trust to tax under section 4942 of the Code.

(v) The obligation to pay the unitrust amount shall commence with the date of the death of the Grantor, but payment of the unitrust amount may be deferred from the date of the Grantor's death to the end of the taxable year of the trust in which occurs the complete funding of the trust. Within a reasonable time after the occurrence of said event, the Trustee shall pay the amount determined under the method described in section 1.664-1(a)(5)(ii) of the Federal Income Tax Regulations less the sum of any amounts previously distrib-

uted and interest thereon computed at six percent a year, compounded annually, from the date of distribution to the occurrence of said event.

(vi) Nothing in this Agreement shall be construed to restrict the Trustee from investing the trust assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

(c) If the Grantor's deceased husband's sister, GRACE E. STARBUCK, shall not be living at the time of the Grantor's death, four parts shall be added to the trust created under the provisions of Section 4 hereof to be administered and disposed of as a part thereof.

ARTICLE II

Section 8 of the Living Trust Agreement, as modified by an Amendment To Living Trust Agreement dated October 6, 1972, is hereby amended to read "Section 7." with no other change to the provisions of that section.

WITH THE FOREGOING AMENDMENTS, AND NO OTHERS, the original Living Trust Agreement dated June 11, 1969, as amended by an Amendment To Living Trust Agreement dated October 6, 1972, is hereby expressly ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Grantor has set her hand and affixed her seal adopted by her, and the Trustee, in the acceptance of the amendments hereby made, has caused this instrument to be signed by one of its Vice Presidents and attested by one of its Assistant Secretaries and has caused its corporate seal to be attached on the date first above written.

Florence Hildebrand Starbuck (SEAL)
Florence Hildebrand Starbuck, Grantor

WACHOVIA BANK AND TRUST COMPANY, N.A.,
Trustee

By V. H. [Signature]
Vice President

Attest:

[Signature]
Assistant Secretary

[Corporate Seal]

(4)

AMENDMENT TO LIVING TRUST AGREEMENT

THIS AGREEMENT, made this 9th day of March, 1976, and executed in duplicate by and between FLORENCE HILDEBRAND STARBUCK of Winston-Salem, North Carolina, hereinafter called the Grantor, and WACHOVIA BANK AND TRUST COMPANY, N.A., hereinafter called the Trustee;

W I T N E S S E T H:

WHEREAS, the Grantor and the Trustee, on the 11th day of June, 1969, made and executed in duplicate a certain Living Trust Agreement which was subsequently amended on October 6, 1972, and on August 30, 1973; and

WHEREAS, the Grantor in such Living Trust Agreement expressly reserved the right to modify, amend, add to or revoke the same.

NOW, THEREFORE, the Grantor, in the exercise of the right of amendment so reserved to her, does hereby modify, amend, add to or revoke the provisions of such Living Trust Agreement as follows:

ARTICLE I

The provisions of paragraph A of Section 6. of the "DISTRIBUTIVE PROVISIONS" of such Living Trust Agreement, as amended on October 6, 1972, and on August 30, 1973, are revoked in their entirety and substituted therefor are the following provisions:

A. The one equal share which shall be apportioned entirely, or to the greatest extent possible, from shares of the common stock of The Wachovia Corporation, or of its successor, shall be administered and disposed of as follows:

(a) If EDNA HILDEBRAND, the Grantor's half-sister, shall survive the Grantor, the Trustee shall distribute to the Grantor's said half-sister one hundred fifty shares of the common stock of The Wachovia Corporation, or of its successor. If there shall be any change to the capital

structure of The Wachovia Corporation after the date of the third amendment to this Agreement, the Trustee shall distribute to the Grantor's said half-sister such number of shares of the common stock of The Wachovia Corporation, or of its successor, as shall, in the sole judgment of the Trustee, then be the equivalent of one hundred fifty shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

(b) If PATSY HILDEBRAND HORTON, the daughter of the Grantor's half-brother, shall survive the Grantor, the Trustee shall distribute to the said daughter of the Grantor's half-brother two hundred shares of the common stock of The Wachovia Corporation, or of its successor. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the third amendment to this Agreement, the Trustee shall distribute to the said daughter of the Grantor's half-brother such number of shares of the common stock of The Wachovia Corporation, or of its successor, as shall, in the sole judgment of the Trustee, then be the equivalent of two hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

(c) If CATHY HILDEBRAND COCKERHAM, the daughter of the Grantor's half-brother, shall survive the Grantor, the Trustee shall distribute to the said daughter of the Grantor's half-brother two hundred shares of the common stock of The Wachovia Corporation, or of its successor. If there shall be any change to the capital structure of The Wachovia Corporation after the date of the third amendment to this Agreement, the Trustee shall distribute to the said daughter of the Grantor's half-brother such number of shares of the common stock of The Wachovia Corporation, or of its successor, as shall, in the sole judgment of the Trustee, then be the equivalent of two hundred shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

(d) If MILES B. HILDEBRAND, the Grantor's half-brother, shall survive the Grantor, the Trustee shall distribute to the said half-brother of the Grantor one hundred fifty shares of the common stock of The Wachovia Corporation, or of its successor. If there shall be any change to the

capital structure of The Wachovia Corporation after the date of the third amendment to this Agreement, the Trustee shall distribute to the said half-brother of the Grantor such number of shares of the common stock of The Wachovia Corporation, or of its successor, as shall, in the sole judgment of the Trustee, then be the equivalent of one hundred fifty shares of such stock including, but not by way of limitation, any stock dividends or "splits" attributable thereto, any stock purchased for the trust in exercise of rights thereon or any stock issued to the trust in exchange therefor.

(e) In the event that at the time of the Grantor's death the total number of shares of the common stock of The Wachovia Corporation, or of its successor, apportioned as a part of the one equal share being distributed pursuant to the provisions of this paragraph A shall be insufficient to satisfy in full all of the distributions of shares directed by the provisions of subparagraphs (a)-(d) of this paragraph A for which there shall be then living recipients, there shall be a pro rata reduction of the number of shares to be distributed to each then living recipient under the provisions of subparagraphs (a)-(d) of this paragraph A as shall be required by the deficiency of such shares.

(f) After satisfying the provisions of subparagraphs (a)-(d) of this paragraph A, the remainder of such one equal share shall be apportioned into as many equal parts as shall be necessary to provide one equal part for each of the Grantor's nieces hereinafter named who shall be living at the time of the Grantor's death and one equal part for the then living issue, per stirpes, of each such niece who shall then be dead -- such issue representing the parent. The several equal parts so apportioned shall be distributed as follows:

(i) The one equal part apportioned to each named niece of the Grantor shall be distributed outright to the niece.

(ii) The one equal part apportioned to the issue, per stirpes, of each deceased named niece of the Grantor shall be distributed outright to the issue, per stirpes.

(iii) If any of the funds and properties constituting a part of the trust estate shall become distributable pursuant to the provisions of this subparagraph (f) outright to any person who shall be less than twenty-one years of age at the time of the distribution, then notwithstanding those provisions such funds or properties

shall vest in such person but shall be held in trust by the Trustee under the provisions hereof, to be administered as a separate trust for the benefit of such person. The net income from the trust estate or the principal thereof shall be applied in such manner, at such intervals and in such amounts as the Trustee in its sole discretion shall deem requisite or desirable for the suitable support and education of such person until he or she shall attain twenty-one years of age or shall sooner die, whereupon the then principal and any accumulated income of such trust shall be delivered and conveyed, discharged of the trust, to such person who shall have attained twenty-one years of age or if such person shall die prior to his or her attaining twenty-one years of age, to such person's executors or administrators.

(iv) The Grantor's nieces to whom reference is made in this subparagraph (f) are as follows:

HELEN HILDEBRAND HERSHBERGER
SUSAN EMMA SLOAN BOGER
BETTY LOU SLOAN MITCHELL
MARY HUDSON KIRKSEY
JEAN MARROW JORDAN.

WITH THE FOREGOING AMENDMENTS, AND NO OTHERS, the original Living Trust Agreement dated June 11, 1969, as amended on October 6, 1972, and on August 30, 1973, is hereby expressly ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Grantor has set her hand and affixed her seal adopted by her, and the Trustee, in the acceptance of the amendments hereby made, has caused this instrument to be signed by one of its Vice Presidents and attested by one of its Assistant Secretaries and has caused its corporate seal to be attached on the date first above written.

Florence Hildebrand Starbuck (SEAL)
Florence Hildebrand Starbuck, Grantor

WACHOVIA BANK AND TRUST COMPANY, N.A.,
Trustee

By W. J. [Signature]
Vice President

Attest:

[Signature]
Assistant Secretary

[Corporate Seal]

Stevenson, A L Emma Gr Lots Trust



TR000107942000



INSTRUMENT

LEGAL FOLDER



01/20/2001

107942000

STEVENSON AND WHITE GRAVES

TRB 001225

NORTH CAROLINA
FORSYTH COUNTY.

I, A. L. STEVENSON, of the City of
~~Winston-Salem, County of Forsyth, and State of North~~
Carolina, being of sound and disposing mind and memory,
~~do make, publish and declare the following to be my~~
last Will and Testament:

ITEM ONE: I will and devise to my
beloved wife, Emma A. Stevenson, all my real estate
and personal property of every description whatsoever,
to have and use the same during her natural life time,
with full power to dispose of such real estate and
personal property or money as may be necessary for her
comfortable maintainance and support, except such dis-
positions of my property as is hereinafter made and set
out in this Will.

ITEM TWO: I hereby authorize and empower
my Executrix to collect and pay over to the Board of Pro-
vincial Elders of the Moravian Church in Winston-Salem,
N. C. ONE THOUSAND (\$1000.00) DOLLARS, upon condition
that the interest of this fund of One Thousand Dollars
shall be used by the Board of Provincial Elders of the
Moravian Church, in the up keep and decoration of the
grave of A. L. Stevenson. At the death of my wife,
~~Emma A. Stevenson, the Executrix herein named, I direct~~
that the further sum of \$ TWO THOUSAND (\$2000.00) DOLLARS
shall be paid over to the Board of Provincial Elders of
the Moravian Church of Winston-Salem, N. C. with the
understanding and agreement that the interest of this
said fund shall be used in the up keep and decoration

of the grave of Emma A. Stevenson.

[1] And should there be a surplus arising from the interest on the said THREE THOUSAND (\$3000.00) DOLLARS herein devised and bequeathed under the conditions aforesaid, then and in that event said surplus income shall be used by the Board of Provincial Elders of the Moravian Church, in the up-keep and decoration of the graves of Melvina T. White, Tandy J. White and Alexander Wrights.

ITEM THREE: I will and devise to my nephew, whose name to me is unknown, but he is the only son of ^{Tandy} ~~Tandy~~ Rufus Stevenson, a house and lot, on which I now live, situated in the City of Winston-Salem, N. C. corner of Eighth and Liberty Streets, subject to the life estate of my wife, Emma A. Stevenson. *then to Edgar Stevenson His life time then to his heirs & assigns*


ITEM FOUR: I give and devise to the Trustees of the Fourth Street Christian Church in the City of Winston-Salem, N. C. the sum of TWENTY-FIVE HUNDRED (\$2500.00) DOLLARS, to be used by said Trustees in the purchase of a parsonage for the pastor or pastors of said Church, and to be used for no other purpose.

ITEM FIVE: At the death of my wife I will and devise that my entire estate, real and personal, be converted into cash, and after the payment hereinbefore enumerated, that is TWO THOUSAND (\$2000.00) DOLLARS to ~~the Board of Provincial Elders of the Moravian Church,~~ and the further sum of TWENTY-FIVE HUNDRED (\$2500.00) DOLLARS to be paid to the Board of Trustees of the Fourth Street Christian Church, that all the funds arising from said sale be distributed as follows:

To my brothers and sisters, if living, if not living, to their legal representatives; to the brothers and sisters of my wife, if living, or if not living to their legal representatives.

ITEM SIX: I hereby constitute and appoint as Executrix to this my last Will and Testament, my wife, Emma A. Stevenson; and I hereby revoke and declare null and void all former wills heretofore made by me.

IN WITNESS whereof I hereunto set my hand and seal, this the 6th day of June, 1916.

 A. L. Stevenson (SEAL)

Signed, sealed, published and declared by the said A. L. STEVENSON, to be his last Will and Testament in the presence of us, who at his request and in his presence and in the presence of each other, do subscribe our named as witnesses thereto.

James W. Fitch
Arthur E. Ferguson
E. B. Jones



Forsyth

County

Office of the Clerk of the Superior Court

I, Amanda Freeman, Deputy Clerk of the Superior Court of Forsyth County, State of North Carolina, said Court being a Court of Record, and having jurisdiction of the probate of wills and of the administration and settlement of the estates of deceased persons, and being the keeper and custodian of the original last wills and testaments and the proofs and probates thereof, hereby certify the foregoing three pages to be a true copy of the original Last Will and Testament of A.L. Stevenson deceased, on file in the office of the Clerk of Superior Court for Forsyth County, North Carolina, and microfilmed in 19 17, film 499, item 828.

In Witness Whereof, I hereunto subscribe my name and affix the seal of the Superior Court of Forsyth County, at my office in Winston-Salem, North Carolina, this 18th day of August, 19 92.

Amanda Freeman, Deputy
Clerk of Superior Court
Ex Officio Judge of Probate

SEAL

TW Woodlawn Cemetery of Williamston

07247P313050

Governing Instrument

Account:1013002322 (WOODLAWN CEM.)

SS 3435



Account Number: 1013002322

Document Type: GI

Document Description: Governing Instrument

User: A244344

Printed on: 9/4/2007 9:57:18AM

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NORTH CAROLINA
MARTIN COUNTY

A TRUE COPY
CLERK OF SUPERIOR COURT
MARTIN COUNTY

82-E-48
82-4-282

I, Stella Rooks of the town of Jamesville, Martin County, North Carolina, do hereby make, publish and declare this my last will and testament.

FIRST: I direct my executor hereinafter named to pay all of my just debts and funeral expenses; to have my body buried in a metallic casket enclosed in a steel vault in my family plot in Woodlawn Cemetery in the town of Williamston, which plot adjoins the burial plots of C. A. Harrison and M. L. Peel, and being the plot conveyed to my mother by J. S. Whitley in deed of record in Book K-4, at page 97 of the Martin County Public Registry; that said grave be covered with a granite cover similar to the ones over the graves of my mother and father; that no dirt be placed between said granite cover and the vault, and that a suitable marker be placed at the head of my grave.

SECOND: It is my will and desire that my bracelet, pearls, gold chain and pennant, rings, and other jewelry be placed on my body or placed in my casket for burial.

THIRD: All the rest, residue and remainder of my estate, of every kind and description wherever situated and whether now owned or hereafter acquired, including any property as to which I have a power of appointment by will, I give, devise and bequeath to the Guaranty Bank & Trust Company of Williamston, North Carolina, it's successors and assigns, as trustee, for a period of Ninety-nine (99) years, and as long thereafter as permitted under the laws of North Carolina and the United States of America, to be by it as such trustee held, managed, and disposed of in the manner and for the uses and purposes following:

(a) Said trustee shall at all times during the continuance of this trust have full power and authority to rent, lease, sell or otherwise manage or dispose of any and all of my real and personal property, and to reinvest the funds so derived in other properties or securities and to continue to loan or invest any of the assets of this trust and to sell in such manner as it

Stella Rooks

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may deem proper from time to time constituting this trust.

(b) The net income from said trust shall be used by said trustee for the purposes of maintaining, preserving and beautifying my said family burial plot in Woodlawn Cemetery in Williamston, North Carolina, including all of the graves and monuments now situated or hereafter erected on said burial plot.

(c) It is my will and desire that my said trustee shall cause to be placed on my grave and the graves of my mother and father wreaths of flowers on each Easter Sunday, Mother's Day, Father's Day and Christmas, and if said funds shall be sufficient, a Christmas present of Five (\$5.00) Dollars be paid on or before each Christmas to the keeper of said Woodlawn Cemetery.

FOURTH: The trust herein provided for is being created for the perpetual preservation, maintainance and beautification of my said burial plot in Woodlawn Cemetery in a manner similar to that provided for in Article IV of Chapter 65 of the General Statutes of North Carolina entitled "Trust funds for the care of cemeteries".

FIFTH: If said Guaranty Bank & Trust Company, it's successors or assigns, shall at any time become disqualified to do business as a fiduciary under the laws of North Carolina, then it is my will and desire that the Clerk of the Martin County Superior Court shall appoint another corporate trust company as trustee to succeed said Guaranty Bank & Trust Company or it's successors or assigns or any succeeding trustee.

SIXTH: If this trust should for any reason terminate, it is my will and desire that all funds in the hands of my trustee upon said termination be given to the town of Williamston, North Carolina, to be used for the maintainance and beautification of my said plot in Woodlawn Cemetery as it may deem proper.

SEVENTH: It is my will and desire that no part of my real property in the town of Jamesville, North Carolina, be leased or sold to any member of the family of Mrs. Eva Brewer or any member of the family of Mr. Joe Holliday, both of Jamesville, North Carolina.

Stella Rooker

07247P313053

EIGHTH: I hereby constitute and appoint the Guaranty Bank & Trust Company of Williamston, North Carolina, my lawful executor to all intents and purposes, to execute this my last will and testament, according to the true intent and meaning of the same, and every part and clause thereof, hereby revoking and declaring utterly void all other wills and testaments by me heretofore made.

IN WITNESS WHEREOF, I, the said Stella Rooks, do hereunto set my hand and seal, this the 20th day of September, 1948.

Stella Rooks (SEAL)

The foregoing instrument, consisting of three typewritten pages, including this page (each page being identified by the testator's signature), was subscribed, published, and declared by the above named testator to be her last will and testament, in the presence of us, who, in her presence, at her request, and in the presence of each other, have hereunto subscribed our names as witnesses; and we declare that at the time of the execution of this instrument the said testator, according to our best knowledge and belief, was of sound mind and disposing memory and under no constraint.

This 20th day of September, 1948.

Mary S. Clayton Address Williamston, N.C.
W. L. Clayton Address Williamston, N.C.
R. L. Colburn Address Williamston, N.C.
Witnesses

Court Documents

Account: 1013002322 (WOODLAWN CEM.)

SS 34 35



Account Number: 1013002322

Document Type: COURT

Document Description: Court Documents

User: A244344

Printed on: 9/4/2007 9:57:18AM

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07247P315036

STATE OF NORTH CAROLINA

Martin County

In the General Court of Justice
Superior Court Division
Before the Clerk

File No.

Film No.

In the Matter of the ~~Estate~~ **Administration**
Name **of a Trust for The Stella Rooks'**
Cemetery Trust Under the Last Will
and Testament of Stella Rooks

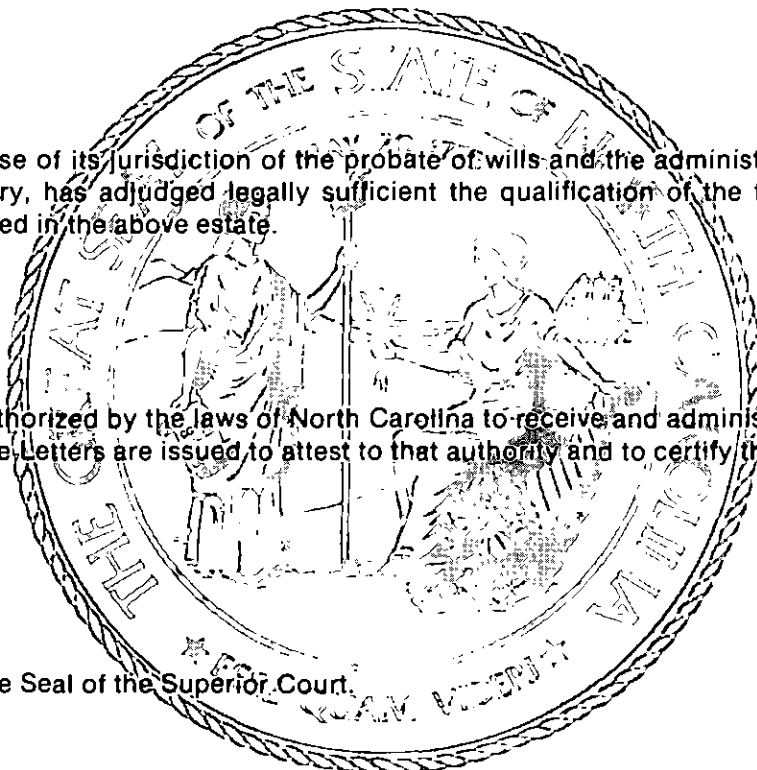
LETTERS
TRUSTEESHIP

GS 28A-6-1

The Court in the exercise of its jurisdiction of the probate of wills and the administration of estates, and upon application of the fiduciary, has adjudged legally sufficient the qualification of the fiduciary named below and orders that Letters be issued in the above estate.

The fiduciary is fully authorized by the laws of North Carolina to receive and administer all of the assets belonging to the estate, and these Letters are issued to attest to that authority and to certify that it is now in full force and effect.

Witness my hand and the Seal of the Superior Court.



Name of Fiduciary
Wachovia Bank and Trust Company, N.A.

Date Issued
February 7, 1983

Title of Fiduciary
Trustee

Date of Qualification
February 7, 1983

Clerk of Superior Court
[Signature]

Address
P.O. Box 1767

EX OFFICIO JUDGE OF PROBATE

City, State, Zip
Greenville, NC 27834

Name of Fiduciary

Signature of Assistant Clerk

Title of Fiduciary

Date of Qualification

Address

City, State, Zip

SEAL

07247P315037

STATE OF NORTH CAROLINA

Martin County

In the General Court of Justice
Superior Court Division
Before the Clerk

File No.

Film No.

In the Matter of the ~~Success~~ Administration
of a Trust for The Stella Rooks'
Cemetery Trust Under the Last Will
and Testament of Stella Rooks

Name

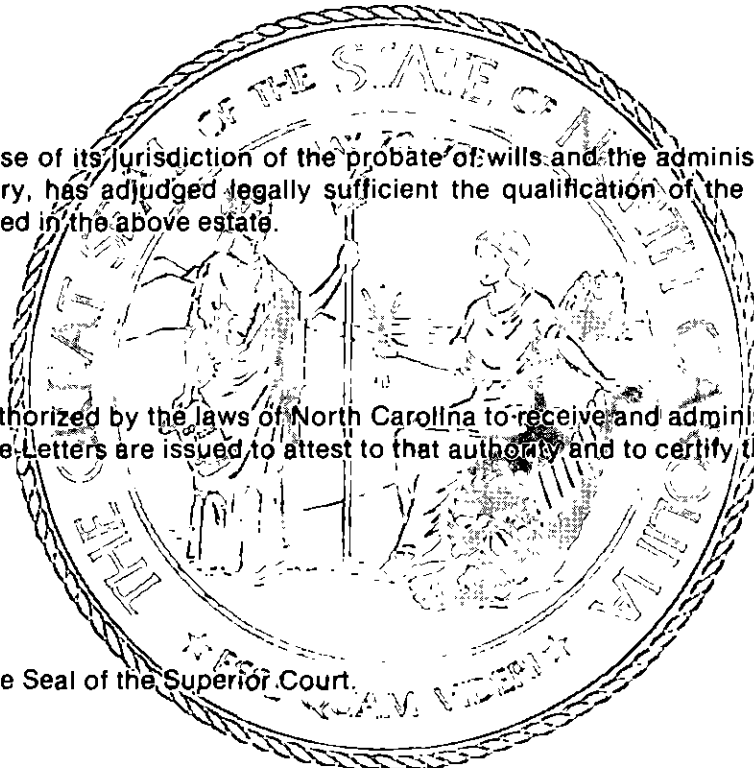
**LETTERS
TRUSTEESHIP**

GS 28A-6-1

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Witness my hand and the Seal of the Superior Court.



Name of Fiduciary
Wachovia Bank and Trust Company, N.A.

Date Issued
February 7, 1983

Title of Fiduciary
Trustee

Date of Qualification
February 7, 1983

Clerk of Superior Court

Address
P.O. Box 1767

City, State, Zip
Greenville, NC 27834

EX OFFICIO JUDGE OF PROBATE

Name of Fiduciary

Signature of Assistant Clerk

Title of Fiduciary

Date of Qualification

Address

City, State, Zip

SEAL

07247P313036

STATE OF NORTH CAROLINA

File No.

Film No.

Martin County

In the General Court of Justice
Superior Court Division
Before the Clerk

In the Matter of the ~~Estate~~ Administration

Name

**of a Trust for The Stella Rooks'
Cemetery Trust Under the Last Will
and Testament of Stella Rooks**

LETTERS

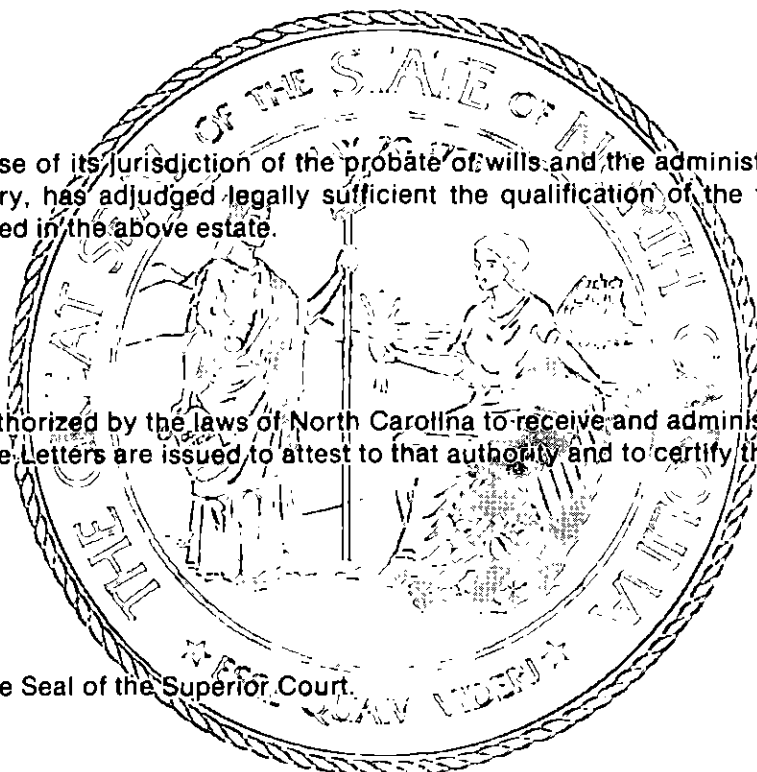
TRUSTEESHIP

GS 28A-6-1

The Court in the exercise of its jurisdiction of the probate of wills and the administration of estates, and upon application of the fiduciary, has adjudged legally sufficient the qualification of the fiduciary named below and orders that Letters be issued in the above estate.

The fiduciary is fully authorized by the laws of North Carolina to receive and administer all of the assets belonging to the estate, and these Letters are issued to attest to that authority and to certify that it is now in full force and effect.

Witness my hand and the Seal of the Superior Court.



Name of Fiduciary
Wachovia Bank and Trust Company, N.A.

Date Issued
February 7, 1983

Title of Fiduciary
Trustee

Date of Qualification
February 7, 1983

Clerk of Superior Court

Address
P.O. Box 1767

City, State, Zip
Greenville, NC 27834

EX OFFICIO JUDGE OF PROBATE

Name of Fiduciary

Signature of Assistant Clerk

Title of Fiduciary

Date of Qualification

Address

City, State, Zip

SEAL

07247P513039

STATE OF NORTH CAROLINA

File No.

Film No.

Martin CountyIn the General Court of Justice
Superior Court Division
Before the Clerk

In the Matter of the Administration of a Trust for:

Beneficiary

Stella Hooks' Cemetery Trust

Under the Last Will and Testament of:

Stella HooksAPPLICATION FOR LETTERS
OF TRUSTEESHIP UNDER WILL

G.S. 36A-107

I, the undersigned applying for Letters of Trusteeship in the above estate, being first duly sworn, say that:

1. The Last Will and Testament of the deceased has been admitted to probate and recorded, and the applicant is entitled to administer the trust estate created by such wills;
2. I am not disqualified under the provisions of G.S. 28A-4-2 to administer this trust and have not renounced my right to do so;
3. As near as can be determined at the present time, the value of the real estate, the personal property and the average annual income from all of the property is as follows:

Value of Real Estate
\$ ---Value of Personal Property
\$ **128,000.00 (Cash)**Total Average Annual Income
\$ **10,000.00**

4. The names, dates of birth and addresses of the beneficiaries of this trust estate are as follows;

NAME	DATE OF BIRTH	ADDRESS
Town of Williamston, Woodlawn Cemetery	---	Wachovia Bank & Trust Co., N.A. Charitable Trust Section, P.O. Box 3099 Winston-Salem, NC 27102

SWORN AND SUBSCRIBED TO BEFORE ME		Signature of Applicant Wachovia Bank and Trust Co., N.A. by Barbara B. Allen		Telephone 737-7244
Date February 7, 1983	Address P.O. Box 1767, Greenville, NC 27834			
Signature <i>Mary C. Neune</i>	Signature of Co-applicant		Telephone	
<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input checked="" type="checkbox"/> Clerk of Superior Court		Address 114 E. Main St., Williamston, NC 27892		
Name of Attorney Mr. Hugh M. Martin		Telephone 519-792-2032		

RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE
TOWN OF WILLIAMSTON, NORTH CAROLINA

That whereas Stella Rooks, late of Martin County, North Carolina left a last will and testament whereby certain monies were left in trust for maintenance and beautification in Woodlawn Cemetery;

Whereas there has been prepared a proposed consent order which is attached hereto providing the terms by which the Town shall expend the net income of said trust;

And whereas it is the desire of the Board to authorize the Mayor and Town Administrator to execute said consent order;

BE IT THEREFORE RESOLVED by the Board of Commissioners of the Town of Williamston that the Mayor and Town Administrator be authorized to execute the said attached "Instructions From Court In Form of Consent Order".

Adopted this the 1 day of NOVEMBER, 1982.

Robert H. Cower
MAYOR

B. G. Brown
TOWN ADMINISTRATOR

A TRUE COPY
TOWN OF WILLIAMSTON
MARTIN COUNTY
BY B. G. Brown
TOWN CLERK

Legal
32117

NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

MARTIN COUNTY

SUPERIOR COURT DIVISION

IN THE MATTER OF:
The Estate of Stella
Rooks, Deceased.

BEFORE THE CLERK

INSTRUCTIONS FROM COURT IN FORM OF CONSENT ORDER

This matter coming on to be heard before the undersigned Clerk of Court, the Honorable Mary K. Wynne, of Martin County, North Carolina, upon the application of Wachovia Bank & Trust Company, N. A., Executor and Trustee of the estate of Stella Rooks for construction of the Will of Stella Rooks, and the Court with the consent of the undersigned and the parties hereto, having found the following facts:

1. That Stella Rooks died testate on April 16, 1982 and that her Will was admitted to probate in the office of the Clerk of Superior Court of Martin County on April 22, 1982 and is recorded in that office in File No. 82 E 48.
2. That Wachovia Bank & Trust Company, N. A. has qualified as Executor and Trustee of the estate of Stella Rooks and that Letters Testamentary were issued to it on April 22, 1982.
3. That should the trust under this will for any reason fail it would then appear that the ultimate beneficiary named in the will of Stella Rooks would be the town of Williamston, N. C. under the Sixth Item in her will, which also says "to be used for the maintenance and beautification of my said plot in Woodlawn Cemetery as it may deem proper".
4. ~~That~~ said Will names Guaranty Bank & Trust Company, of Williamston N. C. or its successor or assigns as trustee under the Third Item of said will and under Item (b) thereof directs that the net income from said trust shall be

07247P315042

used for the purpose of maintaining, preserving and beautifying my said family plot in Woodlawn Cemetery in Williamston, North Carolina including all of the graves and monuments now situated or hereafter erected on said burial plot.

5. The Fourth Item of the Will provides for the perpetual preservation, maintenance and beautification of my said burial plot in Woodlawn Cemetery in a manner similar to that provided for in Article IV of the 65th Chapter of the General Statutes of North Carolina entitled "Trust Funds for the Care of Cemeteries".

6. That Miss Stella Rocks intended by Section Three (b) of her Will that the trustee would expend the entire net income from the trust specifically on the preservation, beautification and maintenance of her family burial plot and all the graves therein; and further that said trustee should cause on Easter, Mother's Day, Father's Day and Christmas wreaths of flowers to be placed on each of said graves and that the keeper of Woodlawn Cemetery would receive a \$5.00 Christmas present from said trust as set out in Section Three (c).

7. That the net income from said trust would exceed the necessary expenditures required to carry out all of the primary provisions of said trust, and therefore, ^{and therefore,} the trustee ask the Court to expand said ^{primary} purposes of the trust in the following manner and for the following purposes:

(A) That Trustee pay over the net income from said trust to the Town of Williamston to be expended by said Town of Williamston first exactly as set out in Item ~~Six~~ ^{above} with said Town of Williamston using ^{all} of the funds necessary for those purposes and all of the balance of the trust funds to preserve, beautify and maintain the area surrounding the family burial plot of the trustor in so far as the same will go for this purpose.

(B) That the trustee reserves the right to supervise and inspect the carrying out of the trust terms and said income from said trust will be

07247P313044

expended as required by said trustee and such sums as are needed will always be expended first for the family burial plot for any and all purposes, and that such of the funds as are not needed for this purpose may be expended in full on the area surrounding said trustor's family burial plot to the extent it will further the beautification, preservation and maintenance of same and that all of the net funds of said trust shall be spent by said Town of Williamston for cemetery purposes only.

8) That the Town of Williamston through its Mayor and Town Administrator cause to be adopted by said Town officials a resolution to the effect that said Town will carry out the instructions and requirements of the trustee as set out herein and also that said Town of Williamston will through its Mayor and Town Administrator sign this consent order solely for that purpose.

IT IS THEREFORE HEREBY ORDERED, ADJUDGED AND DECREED:

1. That Wachovia Bank & Trust Company, N. C. (as successor to Guaranty Bank & Trust Company) as the Executor under the Last Will of Stella Rooks carry out all of the provisions of the will necessary to the proper administration of said estate including receiving all funds and property of the estate, paying out all necessary costs thereof and paying over the net estate to the trustee named therein.

2. That Wachovia Bank & Trust Company, N. A. as trustee under the Will of Stella Rooks in order to carry out the terms of said will pay over all of the net income of the trust estate less the costs of administration of said trust by said trustee to the Town of Williamston for it to expend as herein set out and for the purposes set out herein as it may deem proper under the supervision and requirements of the Trustee in the following order:

A) To carry out all of the provisions and requirements of the will of Stella Rooks exactly as set out therein in Item Three, Subsections

(b) and (c) thereof and then for the expanded purpose of beautification, preservation and maintenance of the area surrounding said family plot of said trustor in the Woodlawn Cemetery, and all said net income paid-over to it to be expended for cemetery purposes only.

3. The Trustee will in its discretion continue this policy only for so long as said trustee is satisfied that the terms of the trust contained in the will of Stella Rooks, a copy of which is hereto attached, and as herein expanded are being properly carried out under the requirements of this consent order, a copy of this consent order and judgment to be furnished to all parties.

It is so ordered this 4 day of November, 1982.

Mary K. Hyman
Clerk of Superior Court of
Martin County

CONSENTED TO:

WACHOVIA BANK & TRUST COMPANY, N. A.,
Executor and Trustee under the Will of
Stella Rooks

BY: Emory (SEAL)

Vice President

Barbara B. Allen (SEAL)
Trust Officer

Betsy G. W. Mulling
WITNESS

07247P513046

TOWN OF WILLIAMSTON as Owner and Administrator
of Woodlawn Cemetery

BY:

Robert H. Bowen (SEAL)
Mayor

[Signature]
TOWN ADMINISTRATOR

(SEAL)

This consent order approved this 10 day of November,

1982.

[Signature]
Resident Judge of the Superior Court
of the Second Judicial District

A TRUE COPY
CLERK OF SUPERIOR COURT
MARTIN COUNTY

BY [Signature]
Assistant Deputy Clerk Superior Court

Wall, Lindsay TUA FBO Stewart Plots



TR000107943100



INSTRUMENT

LEGAL FOLDER



01/20/2001

107943100

STEWART & DISHER LOTS LSW

TRB 001763

9431

NORTH CAROLINA }
FORSYTH COUNTY)

THIS AGREEMENT, made this 22 day of April, 1938, and executed in duplicate between Lindsay Stewart Wall, of Winston-Salem, North Carolina, and Wachovia Bank and Trust Company, a corporation organized and existing under the laws of the State of North Carolina, hereinafter called the Trustee;

W I T N E S S E T H:

That the grantor, in consideration of one dollar (\$1) paid to him by the Trustee, receipt of which is hereby acknowledged, has delivered to the Trustee two thousand dollars (\$2,000) in cash to be held by the Trustee, or its successor in trust, for the purposes hereinafter set forth.

(The Trustee shall invest and keep invested the said two thousand dollars (\$2,000) in such forms of investment as guardians, executors, administrators, trustees and other fiduciaries are authorized by the laws of North Carolina to invest funds held by them; and the Trustee shall use the income arising therefrom, or so much thereof as may be necessary for the upkeep, including the cost of flowers, of the two plots and the graves now or which may hereafter be located therein in Salem Cemetery, Winston-Salem, North Carolina, in which the bodies of J.C. Stewart, Moses I. Stewart, Nancy Elizabeth Stewart, and other relatives of the said J.C. Stewart are buried. In one of said plots the bodies of Moses I. Stewart, Nancy Elizabeth Stewart, Effie V. Wall, and others are buried and in the other plot the bodies of J.C. Stewart, Martha V. Disher, John M. Disher and A.C. Brandon are buried. Any income not needed or used for the purposes aforesaid, or to pay the Trustee's compensation shall be added to the principal of the trust each year.)

(As compensation for its services, the Trustee shall retain annually five per cent. of the combined receipts and disbursements of income but in no event less than twenty-five dollars (\$25) of such income, to be taken on each anniversary of this agreement.)

IN WITNESS WHEREOF, the grantor has hereunto set his hand and affixed his seal, and the Trustee, in acceptance of the trusts herein created, has caused these presents to be signed by one of its Vice Presidents, attested by its Secretary, and has caused its corporate seal to be attached on the date above stated.

Lindsay Stewart Wall (SEAL)

Attest:

WACHOVIA BANK AND TRUST COMPANY, Trustee

[Signature]
Secretary.

By [Signature]
Vice-President.

Williamson, L B Cemetery Plot Trust



TR000107943800



INSTRUMENT

LEGAL FOLDER



01/20/2001

107943800

L B WILLIAMSON CEMETERY PLOT

TRB 002009

NORTH CAROLINA,
GUILFORD COUNTY.

I, LYNN B. WILLIAMSON, of Guilford County, State of North Carolina, being of sound and disposing mind, memory and understanding, do hereby make, publish and declare this as and for my Last Will and Testament, hereby revoking all other Wills, Codicils and Testamentary Dispositions heretofore by me made.

ITEM ONE

I direct that my Executors, hereinafter named, shall from my estate pay all of my just debts and funeral expenses, said funeral expenses to include the cost of a suitable monument, or head-stone and foot-stone, if I shall not have otherwise provided for the same during my lifetime, and the amount of such funeral expenses to be in the discretion of my Executors hereinafter named.

ITEM TWO

All of my household furniture, furnishings and fixtures of every kind and description used by my said wife and myself in our home situated in Irving Park, Greensboro, North Carolina, my jewelry and personal effects, my automobiles and all livestock and equipment belonging to me and situated on a farm in Caswell County, North Carolina, which farm was purchased by me and deeded to and belonging absolutely to my daughter, Eleanor Williamson Ward (formerly Eleanor V. Williamson), of Baltimore, Maryland, I do hereby give and bequeath absolutely unto my wife, Eleanor F. Williamson, should she survive me but if she does not survive me then absolutely unto my daughter, the said Eleanor Williamson Ward, if she survive me, but if neither my said wife nor my said daughter shall survive me, then the above shall be and become a part of the rest and residue of my estate and be disposed of as hereinafter provided.

ITEM THREE

If my said wife or my said daughter be living at the time of my death, or if there be then living a child or children of my said daughter and any such child or any one of such children of my said daughter shall be under the age of twenty-one (21) years, then and in any such event, I do hereby give, devise and appoint all of my real property and real estate situate, lying and being in the State of North Carolina, of which I may die seized and possessed, and over which I may have power of disposition or of testamentary appointment, unto Thomas D. Cooper of Burlington, North Carolina, as Trustee, and his successor or successors in office, to be held, managed and disposed of by him as such Trustee in the manner and for the uses and purposes following, that is to say:

(a) The said Thomas D. Cooper, Trustee, shall take, hold, and manage the same, shall collect the rents, revenue, income, issues and profits arising therefrom and thereout, and, after first paying or providing for the payment of all taxes, costs and expenses incident to the trust, including compensation to said Trustee as hereinafter provided, shall pay over the net income from the trust estate and from the several shares into which said trust estate shall be divided as hereinafter provided unto The Equitable Trust Company (Baltimore, Maryland), Trustee named under ITEM FOUR of this, my Will, at such times as shall be agreed upon between said Trustees, and shall pay over and deliver to said The Equitable Trust Company, Trustee aforesaid, all net cash principal of the trust under this ITEM THREE of this, My Will, as often as such net cash principal shall come into the hands of the said Thomas D. Cooper, Trustee, as the result of the sale of any real estate or real property, or as the result of the sale or collection of any mortgage, note secured by deed of trust, or vendor's lien, if any such mortgage, or note secured by deed of trust, or vendor's lien shall constitute a part

of the corpus of the trust under this ITEM THREE of this, my Will. If, however, said Thomas D. Cooper, Trustee, shall on my death hold any mortgage, note secured by deed of trust, or vendor's lien, or if any sale shall be made of real property or real estate under the terms of which sale said Thomas D. Cooper, Trustee, is required to accept in part payment of purchase money mortgage, note secured by deed of trust, or vendor's lien, and if such mortgage, or such note secured by deed of trust, or such vendor's lien, under the laws of the State of North Carolina may be held and collected, and all rights thereunder exercised by said The Equitable Trust Company, Trustee, under ITEM FOUR, of this, my Will, then, on receipt by said Thomas D. Cooper, Trustee, of any such mortgage, or note secured by deed of trust, or vendor's lien, said Thomas D. Cooper, shall transfer and deliver the same to The Equitable Trust Company, Trustee aforesaid, to be held for the use and benefit of those respectively entitled to the net income and/or principal thereof, otherwise the same shall be held by and collected by said Thomas D. Cooper, Trustee.

(b) Upon the death of the last survivor of myself, my said wife and my said daughter, the trust estate, if any, then in the hands of said Thomas D. Cooper, Trustee, under this ITEM THREE of my Will shall be by said Trustee divided into equal shares so that there shall be one equal share for each then living child of my said daughter, and one equal share for the descendants who may be living from time to time, per stirpes, of each then deceased child of my said daughter. If any child of my said daughter, for whom a share shall have been set aside, shall die before the youngest living child or my said daughter shall have attained the age of twenty-one (21) years, then and in that event such share shall be held by said Trustee in trust in equal shares for the use and benefit of the descendants, living from time to time, of such deceased child of my

WILLIAM COOPER

said daughter, but if such child of my said daughter dies leaving no descendant surviving her, then and in that event such share, as then constituted, shall be held by said Trustee in trust in equal shares for the then living children, and descendants living from time to time of deceased children of my said daughter, per stirpes and not per capita. In event all the descendants of any deceased child of my said daughter shall all die before the termination of the trust under this ITEM THREE of this, my Will, as hereinafter provided, the share of the trust estate of such descendants or descendant shall be held in trust in equal shares for the then living children, and descendants living from time to time of deceased children of my said daughter, per stirpes and not per capita. When the youngest living child of my said daughter shall attain or shall have attained the age of twenty-one (21) years, the trust estate, if any, then remaining in the hands of said Thomas D. Cooper, Trustee, shall be by said Trustee granted, conveyed, paid over and delivered absolutely and free of trust to those persons then living for whose use, benefit and enjoyment said shares are then held by said Thomas D. Cooper, Trustee.

(c) Anything in this, my Will, to the contrary notwithstanding, in event the Equitable Trust Company, Trustee under ITEM FOUR of this, my Will, shall deem it necessary or advisable because of an emergency, sickness or other need to pay to my said wife, or expend for her benefit, or to pay to my said daughter, or for her benefit, or to pay to any child of my said daughter or for the benefit of such child, a portion or portions of the principal of the trust estate under ITEM FOUR of this, my Will, in accordance with the provisions hereinafter set out, and in event said The Equitable Trust Company, Trustee, shall not have in hand principal of the trust estate under ITEM FOUR of this, my Will, readily convertible into cash, then and in that event, said Thomas D. Cooper, Trustee, on the written request of said The Equitable

Trust Company, Trustee, shall, as soon as reasonably possible, convert into cash such of the assets of the trust then held under this ITEM THREE as he shall deem advisable to make available to said The Equitable Trust Company, Trustee, the amount or amounts required and specified by it as necessary to meet such conditions and needs, and shall pay such amount or amounts to said The Equitable Trust Company, Trustee aforesaid.

Comp { (d) The said Thomas D. Cooper, Trustee, shall receive as compensation for his services hereunder the compensation allowed trustees by the laws of the State of North Carolina, or, in the absence of any law applicable thereto, shall receive as compensation the compensation agreeable to the accepted practices in North Carolina in such cases provided.

(e) The receipt of The Equitable Trust Company, Trustee, under ITEM FOUR of this, my Will, for any item or items of interest or principal shall be a good and sufficient acquittance, discharge and exoneration to the said Thomas D. Cooper, Trustee, for all sums of interest or principal so paid to The Equitable Trust Company, Trustee.

(f) I do hereby confer upon the said Thomas D. Cooper, Trustee, with respect to his duties and responsibilities as Trustee under ITEM THREE of this, my Will, insofar as required for the proper performance of his duties as such Trustee, the power and authority similar to that bestowed upon The Equitable Trust Company, Trustee, under ITEM FOUR of this, my Will, which power and authority are more fully set out in ITEM FIVE of this, my Will, and to that intent the pronouns "it" or "its" in said ITEM FIVE so far as the power and authority bestowed upon said Thomas D. Cooper are concerned shall be construed "he", "his" or "him".

(g) Should my said wife survive me, and should, during her lifetime, there be living neither my said daughter nor any descendants of my daughter, then and in such event anything in this ITEM THREE or my Will to the contrary notwithstanding, the trust under this ITEM THREE shall cease and terminate and the corpus thereof and the accumulated income shall be paid absolutely to my said wife if she be then

living, but if she be not then living, then said corpus and accumulated income shall be by said Trustee disposed of as hereinafter provided in paragraph (h) of this ITEM THREE.

(h) Any portion or portions of the trust under this ITEM THREE of my Will lawfully remaining in the hands of said Thomas D. Cooper, Trustee, not validly distributed or distributable under the foregoing provisions in this ITEM THREE shall be by said Trustee granted, conveyed, paid over and delivered absolutely one-half thereof to the person or persons then living who would be the distributees of the personal estate of my wife, Eleanor F. Williamson, had she then died intestate, seized and possessed of such portion or portions, and domiciled in the State of North Carolina, and in the proportions in which such person or persons would take in case of such intestacy, and the other one-half to the person or persons then living who would be the distributees of my personal estate, had I, at such time or times, died intestate, seized and possessed of such portion or portions, and domiciled in the State of North Carolina, and in the proportions in which such person or persons would take in case of such intestacy.

ITEM FOUR

If my said wife or my said daughter be living at the time of my death, or if there be then living a child or children of my said daughter and any such child or any one of such children of my said daughter shall be under the age of twenty-one (21) years, then and in any such event I do hereby give, devise, bequeath and appoint all of the rest and residue of my estate, real, personal and mixed, and wheresoever situate, of which I may die seized and possessed, or over which I shall have the power of testamentary appointment (exclusive of the real estate and real property referred to in ITEM THREE) unto The Equitable Trust Company, a corporation organized in accordance with the laws of the State of Maryland, and its successor or successors in office, in trust for the following uses and purposes, that is to say:

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(a) From the principal of the trust estate, said Trustee shall set aside the sum of Two Thousand Dollars (\$2,000.) either in cash or in securities, and shall hold and manage the same and the investment and reinvestment thereof, and collect all income and profits arising therefrom, and, after paying or providing for the payment of all taxes, costs and expenses incident to the trust, including compensation to said Trustee as hereinafter set forth, shall expend the net income remaining from time to time in maintaining and keeping in good condition the plot of ground in the cemetery at Reidsville, North Carolina, where my Father and my Mother and other members of my family are buried, together with another plot of ground which I now own and where I hope I shall be buried.

#4242

(b) The Equitable Trust Company, Trustee, shall take, hold and manage all of the remaining portion of the rest and residue of my estate referred to in this ITEM FOUR together with any additional corpus which may from time to time come into its hands either to be added to the trust estate as a whole or to any one or more particular shares or parts into which said trust estate may be divided, and the investment and reinvestment thereof, and shall collect all rents, revenue, income, issues and profits arising therefrom and thereout, and after adding to the income of the general trust or the income of any particular share thereof any additional income which said Trustee may receive from said Thomas D. Cooper, Trustee, to be added to the trust or otherwise, and, after paying or providing for the payment of all taxes, costs and expenses incident to the trust, including compensation to said Trustee as hereinafter provided, said Trustee shall from said net income pay the sum of Two Hundred and Forty Dollars (\$240.) per year, in equal monthly installments, to my faithful colored servant, Green Vincent, so long as he shall live. Should the said Green Vincent

survive the last survivor of myself, my said wife and my said daughter, then and in that event the Trustee shall retain for the purposes of carrying out this provision enough of the trust estate then in its hands as in its sole discretion and judgment it shall deem sufficient therefor. On the death of my said servant, the corpus of that portion of the trust estate set apart for his use and benefit as then constituted shall be added to the trust or trusts for the then living beneficiaries or this trust or the shares into which the same shall be divided, and in the proportions in which net income from the trust for the several shares thereof is payable to such beneficiaries respectively.

(c) The balance of said net income, being the income from the trust estate under this ITEM FOUR remaining after making provisions for the payments provided under paragraphs (a) and (b) of this ITEM FOUR, my said Trustee shall pay in quarterly installments unto my said wife, Eleanor F. Williamson, so long as she shall live, and, after her death, in like manner unto my said daughter, Eleanor Williamson Ward, so long as she shall live. If, however, my said wife or my said daughter while respectively entitled to receive payments of net income shall not desire to receive the full net income payable to her, and shall advise The Equitable Trust Company, Trustee, from time to time in writing as to the part of said annual income she does not desire paid to her, then, and in that event, said Trustee shall withhold the payment of such portion of net income, shall invest the same under the powers hereinafter conferred on said Trustee, and shall hold the same and any investment thereof for subsequent payment and delivery to or on the written order of the one so notifying the Trustee, provided, however, such order is given the Trustee by such one during her lifetime. Any portion of such net income or the investment thereof not withdrawn during the lifetime of such one so directing the Trustee shall, on the death of such one, be added to the principal.

of the trust and become a part thereof. While my said wife and said daughter respectively are receiving net income said Trustee shall render such one semi-annually a statement of receipts and disbursements of income.

(d) In the event that from time to time during the continuance of the trust said Trustee deems it necessary or advisable because of an emergency, sickness or other need, said Trustee shall have the authority, and is hereby authorized to pay to my said wife, or expend for her benefit, to pay to my said daughter, or to expend for her benefit, and to pay to any child of my said daughter, or expend for the benefit of such child so much of the corpus of the trust estate as said Trustee shall deem necessary or advisable under the conditions then existing. Any portions of the principal of the trust estate paid to or for the use and benefit of my said wife or my said daughter shall be charged to the trust estate as a whole, and any portion paid to or for the use of any child or my said daughter shall be charged against the share of the particular child for whose benefit such expenditure is made, or charged against the share of such child's descendants if a share is then set aside for such child or is subsequently set aside for such child or such child's descendants, otherwise shall be charged against the trust estate as a whole.

(e) Upon the death of the last survivor of myself, my said wife and my said daughter, the trust estate as then constituted, and after reserving any portion of the trust estate for the use and benefit of my said servant, Green Vincent, as provided in paragraph (b) of this ITEM FOUR, shall be by said The Equitable Trust Company, Trustee, divided into equal shares so that there shall be one equal share for each then living child of my said daughter, and one equal share for the descendants living from time to time of each then deceased child of my said daughter, per stirpes and not per capita.

1. As to each share set aside for a living child of my said daughter, including any addition to any such share received from said Thomas D. Cooper, Trustee, my said Trustee shall collect all rents, revenue, income, issues and profits arising therefrom, and after adding thereto any additional income which my said Trustee may receive from the said Thomas D. Cooper, Trustee, or otherwise, and after paying or providing for the payment of all proper taxes, costs and expenses incident to the trust, including such compensation to the Trustee as is hereinafter provided, and shall pay the net income remaining to or apply the same for the education, maintenance, support and comfort of such child until the youngest living child of my said daughter attains the age of twenty-one (21) years, or until the death of such child before such youngest living child attains the age of twenty-one (21) years, whichever event shall first occur. If such child shall die before the youngest living child of my said daughter shall attain the age of twenty-one (21) years, the share of such deceased child shall be held in trust, in equal shares, for the descendants of such child living from time to time, per stirpes and not per capita, or if there be no then living descendant of such deceased child or my said daughter, then such share shall be held in trust, in equal shares, for the then living children and the descendants living from time to time of deceased children of my said daughter, per stirpes and not per capita.

2. As to each share set aside for the descendants living from time to time of a deceased child of my said daughter, including any addition to any such share received from said Thomas D. Cooper, Trustee, my said Trustee, The Equitable Trust Company, shall collect all rents, revenues, income, issues and profits arising therefrom, and after adding thereto any additional income which my said Trustee may receive from said Thomas D. Cooper, Trustee, and after paying or providing for the payment of all taxes, costs and expenses incident to the trust, including compensation

to said Trustee as is hereinafter provided, said Trustee shall pay the net income, in equal shares, per stirpes and not per capita, to such descendants or expend the same for the education, maintenance, support and comfort of such descendants living from time to time of such deceased child or my said daughter. If all descendants or such deceased child of my said daughter shall die before the termination of the trust as hereinafter provided in paragraph 4, said Trustee shall hold such share in equal shares for the then living children and descendants living from time to time of deceased children of my said daughter, per stirpes and not per capita, and shall pay the net income therefrom as provided in this ITEM FOUR for shares of living children of my said daughter, and shares of descendants living from time to time of deceased children of my said daughter.

3. If, in the opinion of said Trustee, the net income applicable for the benefit of any child or descendant of my said daughter who shall be under the age of twenty-one (21) years shall be more than sufficient to provide for his or her suitable education, maintenance, support and comfort, then, and in that event, such surplus income shall be accumulated in the hands of the Trustee and be invested, but the Trustee may subsequently apply such accumulated income for the benefit of such minor beneficiary. As to any beneficiary attaining twenty-one (21) years of age and being entitled to receive the corpus or principal of his or her share, any accumulated and unexpended net income and any investment of the same shall be paid over absolutely to such beneficiary. As to any beneficiary not attaining the age of twenty-one (21) years and not being entitled to receive payment of the principal of his or her share of the trust estate, then, and in that event, the accumulated net income and any investment thereof not required for the education, maintenance, support and comfort of such beneficiary shall follow the distribution of the principal of the share of such beneficiary.

4. When the youngest living child of my said daughter shall attain the age of twenty-one (21) years, then, and in that event, said Trustee shall grant, convey, pay over and deliver absolutely and free of trust to the

then living children of my said daughter, and the then living descendants of deceased children of my said daughter the respective share then held for their use, benefit and enjoyment.

5. If all children of my said daughter living at the time of the death of the survivor of myself, my said wife and my said daughter shall die before the youngest living one of them shall attain the age of twenty-one (21) years, then, on the death of the last surviving one of said children, the trust estate shall terminate, and said Trustee shall grant, convey, pay over and deliver absolutely and free of trust the same unto the then living descendants of deceased children of my said daughter, and in the proportions in which the net income would then be payable to such descendants had this trust not at that time terminated.

6. Should my said wife survive me, and should, during her lifetime, there be living neither my said daughter or any descendants of my said daughter, then, and in such event, anything in this ITEM FOUR of my Will to the contrary notwithstanding, the trust under this ITEM FOUR shall cease, and terminate, and the corpus thereof and the accumulated income shall be paid absolutely to my said wife.

7. If, after the death of the last survivor of myself, my said wife and my said daughter, there shall be living no child or descendant of my said daughter who shall be entitled to receive the income or to receive distribution of the principal of the trust under this ITEM FOUR of my Will, then, and in that event, the trust estate then in the hands of my said Trustee shall be disposed of as hereinafter provided in the succeeding paragraph 8, of this, my Will.

8. Any portion or portions of the trust under this ITEM FOUR of my Will lawfully remaining in the hands of said The Equitable Trust Company, Trustee, not validly distributed or distributable under the foregoing provisions of this ITEM FOUR shall be by my said Trustee granted,

conveyed, paid over and delivered absolutely one-half thereof to the person or persons then living who would be the distributees of the personal estate of my wife, Eleanor F. Williamson, had she then died intestate, seized and possessed of such portion or portions, and domiciled in the State of North Carolina, and in the proportions in which such person or persons would take in case of such intestacy, and the other one-half to the person or persons then living who would be the distributees of my personal estate had I at such time or times died intestate, seized and possessed of such portion or portions, and domiciled in the State of North Carolina, and in the proportions in which such person or persons would take in case of such intestacy.

9. The Equitable Trust Company, Trustee, under this ITEM FOUR of my Will shall receive as compensation for its services the commissions and allowance to which trustees are entitled under the laws of the State of Maryland, and, in addition thereto, on amounts paid out of principal or corpus in the exercise of discretion conferred upon the Trustee, a fee of not less than two (2%) per cent.

10. The trust under this ITEM FOUR of my Will is to be administered by The Equitable Trust Company, Trustee, in the State of Maryland, and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws of that State.

ITEM FIVE

Not to the exclusion of, limitation upon, or derogation of the right of my Trustee to exercise other powers necessary for the proper performance of its duties hereunder, but in extension of such rights, I do hereby confer upon said The Equitable Trust Company, Trustee, the following additional powers and authority hereinafter set out in this ITEM FIVE of my Will.

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(a) I do hereby fully authorize and empower said Trustee to invest, reinvest and change the investments under this, my Will, from time to time, and for that purpose and for any other purpose of the trust without previous application to or subsequent ratification by any Court of Law, Equity or Probate, and for such consideration and on such terms as to said Trustee shall seem proper, to sell, lease (whether or not the terms of such lease may extend beyond the duration of the trust), mortgage, improve, sub-divide, develop, grant, assign, convey, bargain, transfer, exchange and in any other manner conditionally or absolutely dispose of all or any part of my trust property whenever and as often as it may deem it advisable or proper so to do, without obligation on the part of any purchaser or purchasers, or any other persons dealing with the Trustee to see to the application of the purchase money or other consideration passing to the Trustee. Said Trustee is also authorized and empowered to execute, acknowledge and deliver any and all instruments in writing, and to do any and all matters and things necessary, required or advisable to be done in connection with the performance of its duties hereunder. Said Trustee is hereby expressly authorized and empowered to invest and reinvest the trust property in such securities, and/or property, real and/or personal, as in its judgment it may deem suitable for the object and purposes of this trust estate, and said Trustee in making said investments or reinvestments shall not be limited or restricted to securities of the character authorized or permitted as suitable for the investment of trust funds by the laws of the State of Maryland, or the rules of any Court thereof, or by any implication therefrom, among other things, to invest in such bonds, common and preferred stock, ground rents, mortgages and other securities as may, in its opinion, be desirable.

(b) The trustee is authorized and empowered to vote in person or by proxy with or without power of substitution upon all stocks or other securities held by it to exchange the securities of any corporation for other securities issued by the same, or by any other corporation, at

such times and upon such terms and conditions as the Trustee shall deem advisable; to consent to the reorganization, consolidation or merger of any corporation, or to the sale or lease of its property, or any portion thereof, to any person or corporation, or to the lease by any person or corporation of his or its property, or any portion thereof, to such corporation; and upon such reorganization, consolidation, merger, sale or lease to exchange the securities held by it for the securities issued in connection therewith; to pay all assessments, subscriptions and other sums of money as the Trustee may deem expedient for the protection of its interest, as holder of any stocks, bonds or other securities of any corporation, and to exercise any option contained in any stocks, bonds or other securities, for the conversion of the same into other securities, or to take advantage of any rights to subscribe for additional stocks, bonds or other securities and to make any and all necessary payments therefor, and generally, to exercise in respect to all stocks, bonds and other investments held by the Trustee hereunder, all rights, powers and privileges as are or may be lawfully exercised by any person owning similar property in his or her own right, provided however, that the Trustee shall not be required to make any of the payments herein provided, except for the principal of the trust property.

(c) Said Trustee is further authorized and empowered to retain as investments such property, real and/or personal, as may come into its hands through the administration of my estate until such time as said Trustee, in its discretion, shall deem it advisable to dispose of the same, without liability on the said Trustee for any loss to the trust estate, or any person interested therein by reason of such retention.

(d) Said Trustee, while acting in good faith and exercising due care, shall not be liable or held responsible for any loss or depreciation in the value of the trust estate resulting from any of the investments or reinvestments made as aforesaid.

(e) The Trustee shall charge all premiums on investments against principal and shall credit all discounts on investments to principal. Any and all cash dividends, whether ordinary or extraordinary (except dividends in liquidation) shall be considered as income. Dividends declared by a corporation in securities or other property other than of the class or kind of securities held by the Trustee hereunder, upon which such dividend is declared, and dividends, declared by a corporation on securities held by the Trustee hereunder in securities or property of a corporation other than the one declaring such dividends, shall be considered income, but all other dividends in securities or property (other than in cash, as to which provision has hereinbefore in this paragraph been made) and/or rights to subscribe to stock (whether availed of or sold by the Trustee) shall not be considered as income but as an increment in the value of principal, and added to the principal account of the fund in which the stock is held upon which such dividend or right accrues, after deducting therefrom or charging against the same all income taxes payable with respect thereto.

(f) The Trustee may, in its sole and absolute discretion, apportion between principal and income any expenditure, which, in its option, should be apportioned, notwithstanding any legal rule to the contrary.

(g) In any case in which the Trustee is required, pursuant to the provisions of this, my Will, to divide the principal of the trust estate into parts or shares, or to distribute such parts or shares, it is authorized and empowered, in its sole discretion, to make such division or distribution in kind or in money, or partly in kind and partly in money, and for the purpose of such allotment, the judgment of the Trustee concerning the propriety thereof, and the relative value for the purpose of division or distribution of the property and securities

so allotted, shall be binding and conclusive on all persons and corporations interested therein.

(h) My said Trustee, except as may be otherwise provided in this, my Will, shall pay all amounts of income and corpus payable hereunder to any person into the hands of such person, and not unto any other person, persons, corporation or corporations whatsoever, whether claiming by his or her authority or otherwise, and so that said payments may not be liable for the debts, contracts or engagements of any such designated person or persons, or taken in execution by attachment or garnishment, or by other legal or equitable proceedings while in the hands of the Trustee, nor can said payments be anticipated. Deposit to the credit of the account of any such person in any bank or trust company shall, however, be deemed to be the equivalent of payment into the hands of such person, and if the person entitled to receive payments or income and/or principal be an infant under twenty-one (21) years of age, or a person of unsound mind, whether actually adjudicated a lunatic or not, said Trustee, in the exercise of its sound discretion, may expend for account of said infant, whatever said infant, if of age, or for account of such incompetent whatever such incompetent, if of sound mind, would be entitled to receive, or may pay same to such person or persons, corporation or corporations as may be or be acting as parent, guardian (legal or natural), committee or trustee of such infant or incompetent. The receipt of such person or corporation shall be a full and complete discharge to said Trustee for any sums so paid.

(i) All powers and discretions in this, my Will, granted to said Trustee shall be deemed annexed to the office and shall be exercisable by any successor or successors in the trust.

ITEM SIX

In event of the death, incapacity, resignation or refusal to act as Trustee of the said Thomas D. Cooper, Trustee under ITEM THREE

of this, my Will, his successor in office shall be appointed by an instrument in writing, signed, sealed and acknowledged by all beneficiaries who are receiving income under the provisions of ITEM FOUR of my Will, and who are adults, and by The Equitable Trust Company, Trustee under ITEM FOUR of my Will, which instrument in writing shall be filed in the office where deeds are recorded in the county in the State of North Carolina in which my Will shall be probated and filed.

ITEM SEVEN

I do hereby expressly reserve and give unto the adult beneficiaries who are receiving net income under the provisions of ITEM FOUR of this, my Will, the right to designate as corporate Trustee thereunder a new corporate Trustee in the place and stead of The Equitable Trust Company, and I do hereby direct that such right of removal of the corporate Trustee shall be a continuing one, and that at any time or times after making such change, the person or persons herein granted the right to change such corporate Trustee shall have a like right to designate a corporate Trustee in the place and stead of the corporate Trustee then acting. In event of the change of such corporate Trustee, the person or persons so designating a new corporate Trustee shall do so by an instrument in writing, duly signed, sealed, acknowledged and delivered to the corporate Trustee then acting, and, upon receipt thereof, together with a receipt of an instrument in writing from such new corporate Trustee accepting such appointment, the corporate Trustee then acting shall no longer act under the trust, and shall transfer, pay over and deliver the trust property then in its hands to such new corporate Trustee, and the receipt of such new corporate Trustee shall be a full acquittance and discharge to the corporate Trustee so ceasing to act.

ITEM EIGHT

Any corporation in which The Equitable Trust Company, Trustee, or corporate Executor as hereinafter named, may be merged or with which

it may be consolidated, or any corporation resulting from any merger or consolidation to which the said corporate Trustee or corporate Executor shall be a party, shall be the successor of the said The Equitable Trust Company, Trustee, and The Equitable Trust Company, corporate Executor, without the execution of any instrument declaratory thereof or any further act on the part of the parties thereto.

ITEM NINE

I do hereby authorize and empower those of my Executors hereinafter named who shall qualify and shall be acting under this, my Will, in their, his or its sole and absolute discretion, without the necessity of obtaining an order of any Court under the jurisdiction of which they, he or it shall administer my estate and for such consideration, and on such terms as to my said Executors shall seem advisable to sell a public or private sale, exchange or otherwise dispose of, conditionally or absolutely, all or any part of my said real and personal property, and make, execute, acknowledge and deliver proper deeds, conveyances and transfers therefor, and in case of any such sale, exchange or other disposition, it shall not be necessary for the purchaser or any other person so dealing with my said Executors to see to the application of the purchase money or other consideration, and I further authorize and empower my said Executors to vote in person or by proxy, with or without power of substitution, upon all stocks or other securities constituting a part of my estate. My said Executors shall receive as compensation for their services such compensation as is allowed Executors by the laws of the State of North Carolina or in the absence of any such applicable law, as is customarily allowed Executors in such cases made and provided.

Finally, I do hereby nominate, constitute and appoint Thomas D. Cooper, Esq., of Burlington, North Carolina, and The Equitable Trust Company, a corporation duly organized under the laws of the

State of Maryland, as Executors under this, my Will, and request that they and each of them be excused from the necessity of giving bond for the faithful performance of their duties as such Executors.

IN TESTIMONY WHEREOF, I, LYNN B. WILLIAMSON, have hereunto set my hand and seal this 25th day of January, Nineteen Hundred and Forty.

LYNN B. WILLIAMSON (SEAL)

Signed, Sealed, Published and Declared by the said Testator, LYNN B. WILLIAMSON, as and for his Last Will and Testament, in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses the day of January 25th, 1940.

PAUL W. SCHENCK

WALTER M. WILLIAMS

J. SAUNDERS WILLIAMSON

North Carolina

Gulford County

***Certified a true copy of original
on file in this office.***

This MAY 7 - 1940 19

H. L. Bridges C. S. C.

FILED MAY 11, 1940

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

In the matter of the probate)
of the last will and testament)
of LYNN B. WILLIAMSON, deceased)
late of Guilford County, N. C.)

APPOINTMENT OF
SUBSTITUTE TRUSTEE
UNDER DECEDENT'S WILL

WHEREAS certain trusts are created by the last will and testament of Lynn B. Williamson, deceased, of which The Equitable Trust Company of Baltimore, Maryland is named in said will as Trustee; and

WHEREAS certain of the pertinent provisions of Item Seven of said will are as follows:

"I do hereby expressly reserve and give unto the adult beneficiaries who are receiving net income under the provisions of ITEM FOUR of this, my Will, the right to designate as corporate Trustee hereunder a new corporate Trustee in the place and stead of The Equitable Trust Company, and I do hereby direct that such right of removal of the corporate Trustee shall be a continuing one, and that at any time or times after making such change, the person or persons herein granted the right to change such corporate Trustee shall have a like right to designate a corporate Trustee in the place and stead of the corporate Trustee then acting....."; and

WHEREAS we, the undersigned Eleanor F. Williamson, Eleanor Williamson Ward and Green Vincent, being the adult beneficiaries who are now entitled to receive net income under the provisions of Item Four of said will, desire to designate WACHOVIA BANK AND TRUST COMPANY, having its principal office in Winston-Salem, North Carolina, as the corporate trustee in the place and stead of The Equitable Trust Company;

NOW THEREFORE we, the undersigned, hereby designate said Wachovia Bank and Trust Company as the corporate trustee of the trusts created by the last will and testament of Lynn B. Williamson, (other than the trusts of which Thomas D. Cooper is named in said will as trustee), in the place and stead of The Equitable Trust Company, and direct that the compensation of said Wachovia Bank and Trust Company for acting as such trustee shall, in lieu of the compensation provided in said will for the trustee of the trusts thereby created, be as stated in the following schedule:

PRINCIPAL

Five per cent (5%) of the value of the principal of the trust at the time of its receipt by said Wachovia Bank and Trust Company up to and including \$50,000; 2½% of the value of the principal of the trust at the time of its receipt by said Wachovia Bank and Trust Company in excess of \$50,000 but not in excess of \$500,000; 1½% of the value of the principal of the trust at the time of its receipt by said Wachovia Bank and Trust Company in excess of \$500,000, such principal commissions to be taken by said trustee at the time of the receipt by it of said principal.

INCOME

In addition to the foregoing commissions on principal, said Wachovia Bank and Trust Company as trustee aforesaid shall be entitled to 5% of the gross annual income of the trusts up to and including \$10,000 and 2½% of the gross annual income of the trusts in excess of \$10,000, such income commissions to be taken annually by said trustee on each anniversary of its qualification.

No commission shall be charged on the distribution of either principal or income to a beneficiary.

Eleanor F. Williamson (SEAL)
Eleanor F. Williamson

Eleanor Williamson Ward (SEAL)
Eleanor Williamson Ward

Green Vincent (SEAL)
Green Vincent

Dated: January 16, 1941.

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Geraldine Mangum, Notary Public of Alamance County, do hereby certify that Eleanor F. Williamson personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 16 day of January, 1941.

My commission expires:

10-8-42

Geraldine Mangum
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Geraldine Mangum, Notary Public of Alamance County, do hereby certify that Eleanor Williamson Ward personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 16 day of January, 1941.

My commission expires:

10-8-42

Geraldine Mangum
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

I, Geraldine Mangum, Notary Public of Alamance County, do hereby certify that Green Vincent personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this the 16 day of January, 1941.

My commission expires:

10-8-42

Geraldine Mangum
Notary Public

State of Maryland, as Executors under this, my Will, and request that they and each of them be excused from the necessity of giving bond for the faithful performance of their duties as such Executors.

IN TESTIMONY WHEREOF, I, LYNN B. WILLIAMSON, have hereunto set my hand and seal this 25th day of January, Nineteen Hundred and Forty.

LYNN B. WILLIAMSON (SEAL)

Signed, Sealed, Published and Declared by the said Testator, LYNN B. WILLIAMSON, as and for his Last Will and Testament, in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses the day of January 25th, 1940.

PAUL W. SCHENCK

WALTER M. WILLIAMS

J. SAUNDERS WILLIAMSON

North Carolina

Gulford County

*Certified a true copy of original
on file in this office.*

This MAY 7 - 1940 *19*

H. L. Bridger, Jr. C. S. C.

Wright, Annie B. Cem TUW



TR000450131200



INSTRUMENT

LEGAL FOLDER



01/20/2001

450131200

TW ANNIE B WRIGHT-CEM

TRB 000806

01312
Wright

STATE OF GEORGIA ::
::
COUNTY OF FULTON ::

I, MRS. ANNIE BYRD WRIGHT, being of sound and disposing mind and memory do hereby make, publish and declare this a Codicil to my Last Will and Testament, which Will and Testament was executed by me on the 21st day of December, 1932 in the presence of Anne Aiken, Mrs. P. V. Martin, and Mrs. Frances B. Carroll.

ITEM ONE OF CODICIL

I direct that my body be interred as provided in Item One of my said will in an old silver metallic casket, instead of a gray casket; ~~that such casket be enclosed in the cemetery at Seranton, South Carolina in a substantial metal vault rather than in a substantial copper vault~~ and that H. M. Patterson & Son, of Atlanta, Georgia, be given charge of my funeral. Except as modified herein, my funeral and my interment shall be conducted and held in the manner specified in Item One of my said will.

ITEM TWO OF CODICIL

I hereby give and bequeath the sum of Nine Hundred (\$900.00) Dollars to my friend, Maggie Leathers Leatherwood, which bequest is in addition to the One Hundred (\$100.00) Dollars bequeathed to her under Item Twelve of my said will.

ITEM THREE OF CODICIL

I give and bequeath to Miss Alice Stewart the sum of Fifty (\$50.00) Dollars.

ITEM FOUR OF CODICIL

I give and bequeath to Mrs. Grace Kehr the sum of Fifty (\$50.00) Dollars.

ITEM FIVE OF CODICIL

I give and bequeath the sum of Fifty (\$50.00) Dollars to Mrs. Beulah Parker.

Handwritten signature: Annie Byrd Wright

012022-630002

ITEM SIX OF CODICIL

I give and bequeath the sum of Fifty (\$50.00) Dollars to Alice Bagentine.

ITEM SEVEN OF CODICIL

I give and bequeath the sum of Five Hundred (\$500.00) Dollars to my sister, Mrs. Minnie Byrd Minshew.

ITEM EIGHT OF CODICIL

I give and bequeath the sum of Five Hundred (\$500.00) Dollars to my sister-in-law, Mrs. Lula Byrd Kay.

ITEM NINE OF CODICIL

I revoke the provisions of Item Ten of my said will under which the sum of Five Hundred (\$500.00) Dollars was bequeathed to my sister-in-law, Carrie Davis Byrd.

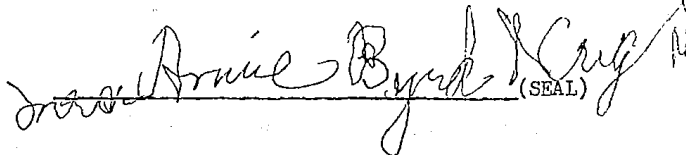
ITEM TEN OF CODICIL

The bequests herein made in this Codicil to my Will shall abate in proportion with other special bequests required to be abated by Item Five of my said Will.

ITEM ELEVEN OF CODICIL

In all other respects my said Will of December 21st, 1932 is hereby expressly ratified and confirmed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal to this Codicil to my said Will, this Codicil appearing on this and on the preceding page on the margin of which I have signed my name on this the 11th day of March, 1933.


(SEAL)

Signed, sealed, published and declared by Mrs.
Annie Byrd Wright, as and for a Codicil to her last Will and Test-

THE HISTORY OF THE

Mary B. Foner

B. S. Porhans

E. Marion Austin

Address: 1185 Blue Ridge Ave apt 0-10

STATE OF GEORGIA
COUNTY OF FULTON

CODICIL TO

LAST WILL AND TESTAMENT OF

MRS. ANNIE BYRD WRIGHT

6 copies

*I died in Office
March 9 - 1939
C. S. Brantner
aw*

BRANDON, HYND & TINDALL
1417-24 FIRST NATIONAL BANK BLDG.
ATLANTA, GEORGIA

500059-880210

01312
Wright

STATE OF GEORGIA
COUNTY OF FULTON

I, MRS. ANNIE BYRD WRIGHT, being of sound and disposing mind and memory do hereby make, publish and declare this to be my LAST WILL AND TESTAMENT, hereby revoking any previous Wills that may have been made by me.

ITEM ONE

I direct that at my death my hair be man-
celled and dressed becomingly, my body be robed in white silk
underwear, white silk hose and a suitable soft white silk
robe, and that I be placed in a gray casket and be kept at
least three days after my death and buried beside the body
of my deceased husband, WINSLOW WRIGHT, in the exact place
provided in the cemetery at Scranton, South Carolina, and
that the casket be enclosed in a substantial copper vault
and that this be placed in a double arched, water-proof ce-
mented brick vault, and that there be placed on the top of
the brick vault, an oval silver-gray Georgia marble slab to
be exactly in all respects like the one heretofore provided
for the body of my said deceased husband. My name and the
date of my birth and death shall be carved on the slab and
monument in exactly the same fashion as that on the slab and
monument over the grave of my said deceased husband. An under-
taker in Florence, South Carolina, may be retained to cooperate
with the local undertaker in making arrangements for my burial.
I direct that my funeral sermon be preached by a minister of
the Primitive Baptist Church, preferably one who knew me.

ITEM TWO

I further direct that my Executor pay over to
THE FIRST NATIONAL BANK OF ATLANTA, as Trustee, the sum of TWO

2 Copies

012038-630006

Mrs. Annie Byrd Wright.

THOUSAND (\$2000.00) DOLLARS for the following purposes, to-wit:

Said Trustee shall invest such TWO THOUSAND (\$2000.00) DOLLARS to best advantage as a perpetual fund and use the net income from such investment every year in the perpetual maintenance and upkeep:

(1) Of the cemetery lot in Scranton, South Carolina, in which my husband and two children are buried, and in which I am to be buried.

(2) Of the cemetery lot in Scranton, South Carolina, in which my father DOCTOR S. D. M. BYRD, my mother, MRS. SARAH JANE BELIN BYRD, and my brother, DOCTOR HARVEY O. BYRD, are buried. The officials of Mount Hope Cemetery, Florence, or Darlington, South Carolina, may cooperate in attending to this.

(3) Of the cemetery lot on estate of ELDER McCLENNON WRIGHT, near Mill Branch Church about four (4) miles from Tabor, North Carolina, in which the parents of my deceased husband, ELDER McCLENNON WRIGHT and SARAH JANE WRIGHT, are buried. The Deacons of Mill Branch Church will cooperate in carrying out this provision.

ITEM THREE

I direct that my Executor spend a sum not to exceed ONE THOUSAND (\$1000.00) DOLLARS in providing a neat substantial burial enclosure of silver-gray, Georgia Marble (unless something else is better) to be placed and kept around the lots above mentioned, (the lots mentioned in paragraphs one and two of Item Two of this Will to be under the same enclosure). These enclosures are to be of such character as will keep stray animals out of the lots. The enclosures are not to have entrance gates. I request that no large trees that would be likely to fall down be left near the Byrd and Wright lots in Scranton. Suitable ornamental, evergreen shrubs and blooming plants must be planted on these lots, and the graves kept bordered, or covered with suitable plants for this purpose and kept

012082-53007

Mrs. Purvie Byrd Wright

in good condition. No weeds must be allowed to grow on these lots and the monuments must be cleaned when necessary.

ITEM FOUR

I direct that all of my just debts be paid by my Executor as soon after my death as may, in its judgment, be consistent with the best interest of my estate.

ITEM FIVE

In the event my estate is not sufficient to pay all special bequests made in this Will, I direct that notwithstanding anything to the contrary hereinafter contained, Items One through Four of this Will shall be first satisfied, and all other bequests shall abate proportionately to each other.

ITEM SIX

I give and bequeath to THE FIRST NATIONAL BANK OF ATLANTA, as Trustee, in trust, the sum of TWO THOUSAND (\$2000.00) DOLLARS, to be received, held, invested and reinvested by it for the following purposes, to-wit: Said Trustee is directed to use such portion of the income and/or corpus thereof, as it may deem necessary to pay the expenses of a college or professional education of my nephew, JACK BYRD, son of Doctor H. O. Byrd, deceased; provided, however, that such college or professional education must be obtained by my said nephew in a college or university situated in the United States.

At the time my said nephew attains the age of twenty-one years, or at the time such nephew completes such college or professional education as he desires, whichever event shall last occur, said Trustee shall deliver to him the unexpended portion of said fund.

I recommend to him that said sum be invested in as safe a manner as is possible, and that he confer with the said Trustee prior to investing any portion of said sum.

If any part of said sum is not expended, and in the event my said nephew should die before said fund has been expended by said Trustee, or delivered to him, such portion thereof as remains in the hands of said Trustee at the time of his death shall revert to my estate.

012000-630000

Mrs. Anne Byrd Wright

ITEM SEVEN

I give and bequeath to THE FIRST NATIONAL BANK OF ATLANTA, as Trustee, in trust, the sum of ONE THOUSAND (\$1000.00) DOLLARS to be received, held, invested and reinvested by it for the following purposes, to-wit: Said Trustee is directed to use such portion of the income and/or corpus thereof as it may deem necessary to pay the expenses of a college or professional education for my nephew, JAMES O. BYRD, formerly of Lake City, South Carolina.

If, at the time of my death, my said nephew has attained the age of twenty-one years, said Trustee is directed at that time to deliver to him the entire corpus of said fund.

But if he has not attained said age, said Trustee shall use such portion of said fund as is necessary to enable him to complete such college or professional education as he desires to obtain. The balance of said fund, if any, shall be paid to him if and when he attains the age of twenty-one years, or at the time he completes such college or professional education, whichever event shall last occur. If my said nephew should die before said Trustee has delivered to him such portion of said fund as remains in the hands of said Trustee at the time of his death shall revert to my estate.

I recommend to my said nephew that all sums received by him from said Trustee shall be invested in as safe a manner as is possible, and that he confer with the said Trustee prior to making any investment.

ITEM EIGHT

I give and bequeath to my nephew, THOMAS E. BYRD, of Crescent City, Florida, the sum of ONE THOUSAND (\$1000.00) Dollars. I suggest to him that said sum be invested by him in such form as, at the time of my death, will insure the greatest security. I recommend that my said nephew confer with my Executor before making any investment of said fund.

ITEM NINE

I give and bequeath to my nephew, STEPHEN BYRD, of Crescent City, Florida, the sum of One Thousand (\$1000.00) Dollars. I suggest to him that such sum be invested by him in such form as, at the time of my death, will insure the greatest security. I recommend

012288-32000

Mr. Annie Byrd Knight

that my said nephew confer with my Executor before making investment of said fund.

ITEM TEN

I give and bequeath to my sister-in-law, CARRIE DAVIS BYRD, the sum of FIVE HUNDRED (\$500.00) DOLLARS, provided she is living and is a widow at the time of my death.

ITEM ELEVEN

As a token of my appreciation for her faithful services I give and bequeath to MARGARET CASKEY, formerly of Lancaster, South Carolina, the sum of Fifty (\$50.00) Dollars.

ITEM TWELVE

I give and bequeath to my friend, MAGGIE LEATHERS LEATHERWOOD, the sum of ONE HUNDRED (\$100.00) DOLLARS.

ITEM THIRTEEN

I give and bequeath to THE FIRST NATIONAL BANK OF ATLANTA, the sum of ONE THOUSAND (\$1000.00) DOLLARS, as Trustee, in trust, for the following uses and purposes: Said Trustee is directed to invest and reinvest said fund and, in the event that JACK BYRD'S only sister, who is my niece, should adopt the given name "JAQUELYN" said Trustee is directed to use such portion of the income and/or corpus thereof, in paying the expenses of completing the education of my said niece; provided, however, that in the opinion of said Trustee my said niece is studious and applies herself; and to turn over to her, if and when she reaches the age of twenty-one years, such portion of said fund as has not been expended for her education.

In the event my said niece should not adopt the given name "JAQUELYN" within one year from the date of my death, or in the event my said niece should die before completing her education, such sum as then remains in the hands of said Trustee shall revert to and become a part of the residue of my estate. I suggest to my said niece that if any of said sum is paid to her by said Trustee that she invest the same as safely as possible, and that she confer with said Trustee in order to determine the safest form of investment.

Mrs. Carrie Byrd Wright

ITEM FOURTEEN

All articles of household furniture, china, glass-ware, and other personal effects of mine, whether like to or different from the above, which, at the time of my death are in the possession of CARRIE DAVIS BYRD, I give and bequeath to her during her life, or so long as she desires to use the same, and, after her death, or whenever she shall no longer desire to use the same, I give, and bequeath them in equal shares to her sons, THOMAS E. BYRD, STEPHEN BYRD and JAMES O. BYRD.

ITEM FIFTEEN

All articles of household furniture and other personal effects, whether like to or different from the above, which are at the time of my death in the possession of MRS. LUCIE POUSIN BYRD, I give and bequeath in equal shares to my nephew and niece, JACK BYRD and his sister, whom I have requested to adopt the given name of "JAQUELYN".

ITEM SIXTEEN

I give and bequeath my diamond solitaire ring to ROSA DYE of Columbia, South Carolina, to be used by her until my nephew, JACK BYRD, attains the age of twenty-one years, at which time the said ring shall go to him in fee simple. If he should die before attaining the age of twenty-one years, my niece, ROSA DYE, may keep said diamond solitaire ring as her own.

ITEM SEVENTEEN

I give and bequeath to my sister-in-law, CARRIE DAVIS BYRD, all my articles of clothing, to be disposed of by her as she may see fit, in order to assist the poor and needy. If my said sister-in-law is not living at the time of my death, my friend MAGGIE LEATHERS LEATHERWOOD, is requested to dispose of my articles of clothing as I have directed in this Item.

ITEM EIGHTEEN

All of my jewelry, excepting the articles disposed of in the preceding item hereof, I give and bequeath in equal shares to my nephew, JACK BYRD, my nephew, JAMES O. BYRD, my nephew, STEPHEN

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Mrs. Annie Byrd Hight

BYRD, my nephew, THOMAS E. BYRD, my niece, JACK BYRD'S only sister, JACQUELYN BYRD, my niece, ROSA DYE, my niece, JAMIE FREE, my nephew, JAMES O. WALL, my niece, LULA-JO COLEMAN, my sister, ETILA BYRD KAY, my niece, SARAH LOUISE KAY and my sister, NINNIE BYRD MINSHEW, to be divided among themselves as they see fit.

ITEM NINETEEN

All of my other personal effects, which have not been disposed of by the preceding Item hereof, such as books, lamps, pictures, household furniture, silver, silverware and other like articles, I give and bequeath to my nieces and nephews, JACQUELYN BYRD, ROSA DYE, JAMES O. BYRD, JACK BYRD, STEPHEN BYRD and THOMAS E. BYRD, to be divided among themselves as they see fit.

ITEM TWENTY

I give and bequeath the sum of ONE (\$1.00) DOLLAR each to the following: LEMMUEL BUTTS STEPHENSON, my brother-in-law, of Hartsville, South Carolina; to my sister, LULA BYRD STEPHENSON of Hartsville, South Carolina, and my brother, STEPHEN O. BYRD of Lake City, South Carolina.

ITEM TWENTY-ONE

I request that the persons who receive any portion of the jewelry herein disposed of shall retain the same during his or her lifetime, and after his or her death, to do whatever is necessary so as to keep said articles of jewelry always in the possession of members of my family or their descendants, at all times preserving said jewelry with greatest care.

ITEM TWENTY-TWO.

Such portion of all the rest, residue and remainder of my property of every kind and description as is in excess of the sum of FIVE THOUSAND (\$5000.00) DOLLARS, calculated as of the date of my death, I give and bequeath to THE FIRST NATIONAL BANK OF ATLANTA, as Trustee, in trust, to be managed and distributed by it as a part of that Trust Fund known as THE ATLANTA FOUNDATION, to be used and disposed of for charitable purposes, in accordance with the provisions of the Resolution of the Board of Directors of The Fourth National Bank of Atlanta adopted February 1st, 1921, establishing

ORIGINAL - 650012

Miss Annie Byrd Wright

THE ATLANTA FOUNDATION, reference to which resolution is hereby made as fully and with like effect as if set forth herein at length.

All the rest, residue and remainder of my property of every kind and description which is not in excess of the value of Five Thousand (\$5000.00) Dollars as of the date of my death, I give, devise and bequeath to THE FIRST NATIONAL BANK OF ATLANTA, as Trustee, in trust, for the following uses and purposes: Said Trustee is directed to receive, hold, manage, invest and reinvest the said property and to divide the net income therefrom into two equal parts, one of which shall be paid to the deacons or other officials of the Mill Branch Primitive Baptist Church of Columbus County, near Tabor, North Carolina; the other of which shall go to the deacons or other officials of the West Atlanta Primitive Baptist Church of Atlanta, Georgia. Twenty (\$20.00) Dollars annually from said net income shall be used by the proper officials of each of said Churches for Church purposes, such as repairs, fuel or other expenses of maintenance. All other income received by them shall be used in such manner as their then pastor and deacons deem proper in order to relieve suffering humanity and the deserving poor, regardless of race and/or religious belief.

ITEM TWENTY-THREE

It is my earnest desire to impress upon each beneficiary of my will the necessity of economy, strict attention to business affairs and careful supervision of expenditures. I trust that no part of the sums or property received by any of them will be squandered but that all of the same will be used as a stepping-stone to enable them to proceed much farther than I have been able to do. I warn each person mentioned in my will against all persons who may desire them to invest funds in the promotion of new business enterprises and also I desire to point out the danger of lending money to friends or relations. This advice I am able to give because of personal experience, and I am able to state with assurance that such investment and such loans will bring about undue hardships, needless suffering and broken friendships.

012000-630013

Miss Annie Byrd Hargrett

ITEM TWENTY-FOUR

I hereby appoint THE FIRST NATIONAL BANK OF ATLANTA, as Executor of this will and relieve said Executor from giving bond and from filing any inventory and appraisement of my estate and from making any returns or reports to any Court. Wherever THE FIRST NATIONAL BANK OF ATLANTA is named in this will it shall be held to include any Bank or Trust Company with which said Bank may hereafter be merged or consolidated.

ITEM TWENTY-FIVE

I give to THE FIRST NATIONAL BANK OF ATLANTA, and to its successor in office, acting as Executor or as Trustee, authority to sell, exchange and dispose of all or any part of the property held by it at any time hereunder, at public or private sale, for cash or on terms, and in such manner in all respects as it shall deem proper, including the right to lease for any term, irrespective of the period of this trust, and for such purposes to execute and deliver all such deeds, assignments, leases, assurances and instruments as it shall deem fit; to invest and reinvest all sums of money coming into its possession, according to its absolute discretion, in such loans, stocks, bonds, securities or real estate as it shall deem for the best interest of my estate, irrespective of any statute or rule of law now or hereafter in force, limiting the class of investments for executors, trustees or trust companies generally; with the right to retain by way of investment any property or securities coming to it from my estate without liability for depreciation in value; to renew or extend, in whole or in part, from time to time, any loan or indebtedness owing by me at the time of my death, giving notes therefor and securing the same by pledging, mortgaging or conveying any of the property held by it as Executor or as Trustee; to make division or distribution in kind or in money, or partly in kind and partly in money and for the purpose of such allotment, the judgment of and the division by the Executor and/or Trustee and all values

012035-50014

Mrs. Annie Boyd Wright

determined by it shall be binding and conclusive on all parties interested therein.

In the management of said property and in the sale, investment and reinvestment thereof, the said Executor and/or Trustee shall not be required to report to or secure the approval or consent of any court, but shall furnish to each beneficiary referred to herein, a semi-annual statement showing the condition of the estate.

All interest collected on bonds, notes or other like securities, and all profits resulting from the maturity or sale thereof, whether purchased at a premium or discount, shall be treated as income.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal to this my will appearing on this and on the nine preceding pages, on the margin of each of which I have signed my name on this the 21st day of December, 1932.

Mrs. Annie Byrd Wright (SEAL)

Signed, sealed, published and declared by IRS. ANNIE BYRD WRIGHT, as and for her LAST WILL AND TESTAMENT, in our presence, and we at her request and in her presence and in the presence of each other, have hereunto subscribed our names as witnesses on this the 21 day of December, 1932.

Annie Cullen out of St
Address 1417 First Natl Bk Bldg

Mrs P V Martin 740
Address 1417 First Natl Bk Bldg

(Mrs) Frances B. Carroll 740
Address 1417 First Nat Bk Bldg

Nº 210419

State of Georgia

PROBATE COURT OF
FULTON COUNTY

S.S.



I, Martha C. Williamson, Clerk of the PROBATE COURT of Fulton County,
State of Georgia, do hereby certify that the foregoing is a true copy of the last will and
testament and two codicils thereto of Mrs. Annie Byrd Wright, deceased,

as the same appears of record and of files in this office.

In witness whereof, I have hereto set my official signa-
ture and affixed the seal of the Probate Court, at
the City of Atlanta, County and State aforesaid, this
the 27th day

of August in the year of our Lord
Nineteen Hundred and Seventy-six

Martha C. Williamson
CLERK PROBATE COURT
FULTON COUNTY, GA.

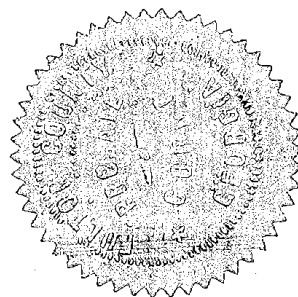


Exhibit C

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

23-SP-_____

In Re

CEMETERY TRUSTS HELD BY
WELLS FARGO, N.A.

**PETITION TO TERMINATE AND
APPROVE DISTRIBUTION, CONDITIONS
AND COSTS/FEES**

CONSENT AND JOINDER

I, _____, hereby certify that I am the _____ of _____ (the "Beneficiary"), that I am authorized to execute this Consent and Joinder on its behalf, and that, having read and considered the contents of the foregoing Petition to Approve Termination, Distribution, Conditions and Costs/Fees, I do herewith (i) waive the benefit of all requirements of notice of the presentation or service upon the Beneficiary of said Petition, (ii) authorize the Court to note the Beneficiary's general appearance in said proceeding as though it had appeared personally or by counsel, (iii) waive all objections to the Court's jurisdiction, (iv) consent to or join in the Petitioner's request that this Court enter an Order terminating the Trusts and approving the costs/fees associated with such action and (v) specifically consent to the application of the "Conditions" (as such term is defined in the Petition) to the Beneficiary, as set forth in the Petition.

BY: _____

Title: _____

Date: _____, 2023

Exhibit D

JOSH STEIN
ATTORNEY GENERAL



REPLY TO:
LLOGAN R. WALTERS
ASSISTANT ATTORNEY
GENERAL
CONSUMER PROTECTION
LWALTERS@NCDOJ.GOV

STATE OF NORTH CAROLINA

August 15, 2023

Via E-Mail and U.S. Mail

Jennifer Noble
Fox Rothschild LLP
230 N. Elm St. Suite 1200
Greensboro, NC 27401
JNoble@foxrothschild.com

Re: Wells Fargo Cemetery Trusts

Dear Ms. Noble:

Our office is in receipt of Wells Fargo's proposed Petition to terminate several trusts for the care of certain cemetery plots pursuant to Chapter 36C of the North Carolina General Statutes. Based on the information provided, this office does not wish to be heard regarding this matter.

If you have any questions, please do not hesitate to contact me via email.

Best regards,

Llogan R. Walters
Assistant Attorney General

Exhibit F

RECEIPT, RELEASE, REFUNDING AND INDEMNIFICATION AGREEMENT

This Agreement is entered into by and between Wells Fargo Bank, N.A., trustee of the trusts listed on Exhibit A hereof (each, a "Trust" and collectively, the "Trusts") (the "Trustee"), and the undersigned beneficiary of the Trusts (the "Beneficiary").

In consideration of the final distribution by the Trustee of all assets of the Trusts, without a judicial accounting and decree, the Beneficiary hereby:

Acknowledges receipt of the Beneficiary's complete interest in each Trust, effective upon delivery of such assets to the Beneficiary, and subject to the Trustee's claim for any and all debts and taxes that may become due and payable (as more fully described below);

Acknowledges that financial statements for the Trusts have been made available to it, and that it has examined such statements to the extent it deems appropriate or waived its right to do so, and it further accepts and approves the same and ratifies and confirms all acts of the Trustee as reflected therein;

Acknowledges that it is entitled to an account of the Trustee's acts as the trustee of the Trusts, and waives all right to any such account and further waives all right to a judicial settlement of the Trustee's account and to the issuance and service of citation or other process in any action or proceeding for the judicial settlement of the account, and consents that a judgment or decree may be entered in any court, without notice to it settling the account and discharging the Trustee from all liability and accountability in respect of all matters embraced therein or in this instrument;

Releases and discharges the Trustee, in its capacity as the trustee of the Trusts, and in its corporate capacity, its predecessors, successors and affiliates, and the officers, directors and employees of the Trustee and/or its affiliates, of and from any and all known and unknown actions, reckonings, liabilities, claims and demands, negligent or otherwise, relating in any way to the Trusts, including, but not limited to, the Trustee's administration thereof, fees, taxes, investment management and any actions taken or not taken with regard to the Trusts' terminations;

Agrees to refund and pay over to the Trustee such amounts as may be requested in writing by the Trustee to reimburse the applicable Trust for any over-distribution to the Beneficiary or to satisfy any debt of the applicable Trust, any tax deficiency owed by the applicable Trust to the Internal Revenue Service or to any state or other taxing authority (including all penalties and interest), or any demand or claim presented by another beneficiary, creditor or other claimant of the applicable Trust; provided, however, (i) that the obligation to refund and pay over shall be limited to the amount of the distribution from the applicable Trust made by the Trustee to the Beneficiary and (ii) that any period for the limitation of actions for the collection of any erroneous distribution shall commence only at such time as the Trustee shall have obtained actual knowledge of such erroneous distribution, but in no event shall the period for collection of any erroneous distribution be less than two (2) years after the date of actual discovery thereof.

With respect to each of the Trusts, to the extent of the funds and/or the fair market value of the property distributed to the Beneficiary from such Trust, agrees to indemnify and hold harmless the Trustee, in its capacity as the trustee of such Trust and in its corporate capacity, its predecessors, successors and affiliates, and the officers, directors and employees of the Trustee and/or its affiliates, against all known or unknown losses of any kind or nature whatsoever that may arise out of, in connection with, or by reason of, the Trustee's administration of such Trust, regardless of whether the cause of such loss is intentional or negligent, including, without limitation, any attorneys' fees (including counsel fees that

may be incurred in adjudicating and/or defending a claim brought by a third party and/or counsel fees incurred in enforcing and/or defending this indemnification against a beneficiary), expenses and costs;

Acknowledges and agrees that (i) the Trustee has made no representations regarding the tax consequences to the Beneficiary as a result of the execution of this Agreement and the termination of the Trust(s) and (ii) the Beneficiary has consulted with an independent tax advisor concerning such tax consequences or has chosen not to do so;

Acknowledges that the approvals, consents, releases and ratifications presented herein are granted in accordance with state law, and acknowledges it was not induced by improper conduct of the Trustee and that the Beneficiary has knowledge of the material facts relating to the matters contained herein and is aware of its rights; and

Acknowledges that (i) this Agreement is a legal document; (ii) it has been advised to have this Agreement reviewed by its attorney(s); and (iii) it has had the Agreement reviewed by such attorney(s) or voluntarily chose to execute it without a review by such attorney(s).

IN WITNESS WHEREOF, the undersigned, on behalf of the Beneficiary, intending to be legally bound hereby, has executed this Receipt, Release, Refunding and Indemnification Agreement on the date indicated below.

Beneficiary Name:

Signature: _____

Name: _____

Title: _____

Date: _____

I, _____, am the _____ of the Beneficiary, and I do hereby certify that I am authorized to sign this Receipt, Release, Refunding and Indemnification Agreement on behalf of the Beneficiary.

Wells Fargo Bank, N.A.

By: _____

Name: _____

Date: _____

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

23-SP-_____

In Re

CEMETERY TRUSTS HELD BY
WELLS FARGO, N.A.

**PETITION TO TERMINATE AND
APPROVE DISTRIBUTION, CONDITIONS
AND COSTS/FEES**

CONSENT AND JOINDER

I, Gary Caldwell, hereby certify that I am the Mayor of the Town of Waynesville, a North Carolina municipal corporation (the “Beneficiary”), that I am authorized to execute this Consent and Joinder on its behalf, and that, having read and considered the contents of the foregoing Petition to Approve Termination, Distribution, Conditions and Costs/Fees, I do herewith (i) waive the benefit of all requirements of notice of the presentation or service upon the Beneficiary of said Petition, (ii) authorize the Court to note the Beneficiary’s general appearance in said proceeding as though it had appeared personally or by counsel, (iii) waive all objections to the Court's jurisdiction, (iv) consent to or join in the Petitioner’s request that this Court enter an Order terminating the Trusts and approving the costs/fees associated with such action and (v) specifically consent to the application of the “Conditions” (as such term is defined in the Petition) to the Beneficiary, as set forth in the Petition.

This the _____ day of _____, 2024.

TOWN OF WAYNESVILLE

By: _____
Gary Caldwell, Mayor

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, CANDACE POOLTON, Clerk for the Town of Waynesville, certify that **Gary Caldwell** personally came before me this day and acknowledged that he is the duly-elected **Mayor** of the **Town of Waynesville** and that he, as **Mayor**, being authorized to do so, executed the foregoing instrument on behalf of the **Town of Waynesville**.

Date: _____
Candace Poolton

APPROVED AS TO FORM:

By: _____
Martha Sharpe Bradley, Town Attorney

RECEIPT, RELEASE, REFUNDING AND INDEMNIFICATION AGREEMENT

This Agreement is entered into by and between Wells Fargo Bank, N.A., trustee of the trusts listed on Exhibit A hereof (each, a "Trust" and collectively, the "Trusts") (the "Trustee"), and the undersigned beneficiary of the Trusts (the "Beneficiary").

In consideration of the final distribution by the Trustee of all assets of the Trusts, without a judicial accounting and decree, the Beneficiary hereby:

Acknowledges receipt of the Beneficiary's complete interest in each Trust, effective upon delivery of such assets to the Beneficiary, and subject to the Trustee's claim for any and all debts and taxes that may become due and payable (as more fully described below);

Acknowledges that financial statements for the Trusts have been made available to it, and that it has examined such statements to the extent it deems appropriate or waived its right to do so, and it further accepts and approves the same and ratifies and confirms all acts of the Trustee as reflected therein;

Acknowledges that it is entitled to an account of the Trustee's acts as the trustee of the Trusts, and waives all right to any such account and further waives all right to a judicial settlement of the Trustee's account and to the issuance and service of citation or other process in any action or proceeding for the judicial settlement of the account, and consents that a judgment or decree may be entered in any court, without notice to it settling the account and discharging the Trustee from all liability and accountability in respect of all matters embraced therein or in this instrument;

Releases and discharges the Trustee, in its capacity as the trustee of the Trusts, and in its corporate capacity, its predecessors, successors and affiliates, and the officers, directors and employees of the Trustee and/or its affiliates, of and from any and all known and unknown actions, reckonings, liabilities, claims and demands, negligent or otherwise, relating in any way to the Trusts, including, but not limited to, the Trustee's administration thereof, fees, taxes, investment management and any actions taken or not taken with regard to the Trusts' terminations;

Agrees to refund and pay over to the Trustee such amounts as may be requested in writing by the Trustee to reimburse the applicable Trust for any over-distribution to the Beneficiary or to satisfy any debt of the applicable Trust, any tax deficiency owed by the applicable Trust to the Internal Revenue Service or to any state or other taxing authority (including all penalties and interest), or any demand or claim presented by another beneficiary, creditor or other claimant of the applicable Trust; provided, however, (i) that the obligation to refund and pay over shall be limited to the amount of the distribution from the applicable Trust made by the Trustee to the Beneficiary and (ii) that any period for the limitation of actions for the collection of any erroneous distribution shall commence only at such time as the Trustee shall have obtained actual knowledge of such erroneous distribution, but in no event shall the period for collection of any erroneous distribution be less than two (2) years after the date of actual discovery thereof.

With respect to each of the Trusts, to the extent of the funds and/or the fair market value of the property distributed to the Beneficiary from such Trust, agrees to indemnify and hold harmless the Trustee, in its capacity as the trustee of such Trust and in its corporate capacity, its predecessors, successors and affiliates, and the officers, directors and employees of the Trustee and/or its affiliates, against all known or unknown losses of any kind or nature whatsoever that may arise out of, in connection with, or by reason of, the Trustee's administration of such Trust, regardless of whether the cause of such loss is intentional or negligent, including, without limitation, any attorneys' fees (including counsel fees that

may be incurred in adjudicating and/or defending a claim brought by a third party and/or counsel fees incurred in enforcing and/or defending this indemnification against a beneficiary), expenses and costs;

Acknowledges and agrees that (i) the Trustee has made no representations regarding the tax consequences to the Beneficiary as a result of the execution of this Agreement and the termination of the Trust(s) and (ii) the Beneficiary has consulted with an independent tax advisor concerning such tax consequences or has chosen not to do so;

Acknowledges that the approvals, consents, releases and ratifications presented herein are granted in accordance with state law, and acknowledges it was not induced by improper conduct of the Trustee and that the Beneficiary has knowledge of the material facts relating to the matters contained herein and is aware of its rights; and

Acknowledges that (i) this Agreement is a legal document; (ii) it has been advised to have this Agreement reviewed by its attorney(s); and (iii) it has had the Agreement reviewed by such attorney(s) or voluntarily chose to execute it without a review by such attorney(s).

IN WITNESS WHEREOF, the undersigned, on behalf of the Beneficiary, intending to be legally bound hereby, has executed this Receipt, Release, Refunding and Indemnification Agreement on the date indicated below.

Date: _____

Beneficiary Name:
TOWN OF WAYNESVILLE

By: _____
Gary Caldwell, Mayor

STATE OF NORTH CAROLINA

COUNTY OF HAYWOOD

I, CANDACE POOLTON, Clerk for the Town of Waynesville, certify that **Gary Caldwell** personally came before me this day and acknowledged that he is the duly-elected **Mayor** of the **Town of Waynesville** and that he, as **Mayor**, being authorized to do so, executed the foregoing instrument on behalf of the **Town of Waynesville**.

Date: _____
Candace Poolton

APPROVED AS TO FORM:

By: _____
Martha Sharpe Bradley, Town Attorney

Wells Fargo Bank, N.A.

By: _____
Name: _____
Date: _____

Wells Fargo Bank, N.A.

By: _____
Name: _____
Date: _____

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: May 28, 2024**

SUBJECT: Reschedule the Public Hearing for Revisions to Charter & Code of Ordinances to reflect change in governing body's name to June 11th, 2024

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Legal
Contact: Martha Sharpe Bradley
Presenter: Martha Sharpe Bradley

BRIEF SUMMARY: Now that the governing board of the Town of Waynesville has changed its name to "Town Council" from "Board of Aldermen," the Town's Charter and Code of Ordinances should be updated to avoid confusion or misinterpretation. Redlined copies of the current ordinance are attached for your review. Revisions to the Town Charter are allowed pursuant to N.C.G.S. § 160A-102. The statute requires the Council to adopt a resolution of intent at the same time as a call for a public hearing to be held after 45 days from the date the resolution is adopted.

MOTION FOR CONSIDERATION:


1. Motion to reschedule the Public Hearing for June 11, 2024 to consider amendments to the Town Charter and Code of Ordinances to reflect the change in the governing body's name from "Board of Aldermen" to "Town Council."

FUNDING SOURCE/IMPACT: Newspaper publication expenses

ATTACHMENTS:

1. Redlined Charter and Code of Ordinances reflecting revisions to be made

COMMENTS AND RECOMMENDATIONS: None.



Martha Sharpe Bradley
Town Attorney

Date: May 22, 2024



Application for Special Events Permit

I. General Information

EVENT NAME:	Apple Harvest Festival
EVENT DATE(S):	Saturday, October 19, 2024
	Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.
LOCATION	Downtown Main Street, Church Street, Depot Street
IF THIS EVENT IS A PARADE OR ROAD RACE	Please provide a full route description and map
SET-UP TIME (START/END):	Friday, October 18, 2024
EVENT HOURS:	10:00-5:00
DISMANTLE HOURS (START/END):	5:00-6:30
ESTIMATED ATTENDANCE:	25,000
BASIS ON WHICH THIS ESTIMATE IS MADE:	Police Department Estimates
COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRED: \$1,000,000.	Please attach proof of insurance (or applicable rider).

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME:	Haywood Chamber of Commerce							
ARE YOU A NON PROFIT CORPORATION?	No	Yes	X	If yes, are you	501c(3)	501c(6)	X	Place of Worship
APPLICANT NAME:	CeCe Hipps			TITLE:	President			
ADDRESS:	28 Walnut Street			CITY :	Waynesville	STATE:	NC	ZIP28786
PHONE:	828.768.1430			FAX#:				
ON-SITE CONTACT:	CeCe Hipps			TITLE:	President			
ADDRESS:	28 Walnut St; Waynesville, NC 28786							
PHONE #:	828.456.3021			CELL PHONE #:	828.768.1430		EMAIL:	chipps@haywoodchamber.com

III. Brief Description of Event
The annual Apple Festival is in its 36th year of celebrating everything apple in Downtown Waynesville. The streets have almost 150 arts and crafts booths, food concessions, music, and cloggers. The Haywood Chamber of Commerce owns, operates, and organizes the event. There are craft booths along the sides of the streets with food vendors designated to food "courts" located at the north and south ends of Main Street. Six craft booths will be included on Church Street's southeast side and Depot Street's northwest side.
IV. Street Closure Request (Attach map of the Street Closure)

List any street(s) (or lanes of streets) requiring temporary street closure as a result of this event.

Include street name(s) indicating beginning and endpoints of the closing, day, date and time of closing and reopening:

1. Main Street from Walnut Street to Pigeon Street, East Street from Main to Wall Street, Depot Street and Miller Street from Main Street to Montgomery Street

Closed Friday, October 18th at 9 PM to reopen Saturday, October 19th at 7 PM

V. Event Details

YES NO

- ☐ ☒ Does the event involve the sale or **use of alcoholic beverages**?
If yes, has the ABC permit been obtained? Yes ☐ No ☐ Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)
- ☒ ☐ Does the event involve the **sale of food**? YES (Food Vendors not Chamber)
If "YES", has the health department been notified? YES Have you applied for a temporary permit? YES
- ☒ ☐ Does the event involve the **sale of non-food items**? If "YES" have you applied for a privilege license? NO
- ☒ ☐ Will there be **musical entertainment** at your event? IF "YES" provide the following information:
Number of Stages: 1 Number of Band(s): 4-5 Amplification? NO
Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.
- ☐ ☒ Do you plan to use an existing **occupied building**? Address _____
- ☐ ☒ Do you plan to use an existing **vacant building**? Address _____
- ☒ ☐ Will there be any **tents or canopies** in the proposed event site? Please provide the following information:
Approx. Number of Tents: 146 Will any tent exceed 400 sq. feet in area? ☒ NO ☐ YES
- ☐ ☒ Does the event involve the use of **pyrotechnics**? Explain _____
- ☒ ☐ Will you provide **portable toilets** for the general public attending your event? IF SO, how many and where will they be located? Justice Center, 38 S. Main Street parking lot, Community Bank parking lot 7
- ☐ ☒ Will you require **electrical hookup** for the event? Generators? to be provided by vendors
- ☐ ☒ Will you require **access to water** for the event? Explain _____
- ☐ ☒ Will **admission fees** be charged to attend this event? If "YES", provide the amount(s) of all tickets. _____
Will **fees be charged to vendors** to participate in this event? If "YES", please provide the amount(s).
Craft - 10x12 -\$250; 10x24 \$375; 10x36 \$525
Food - 10x18 \$325; 10x36 \$525
- ☒ ☐ Will **signs and/or banners** be displayed as part of the event? If "YES" have you applied for a sign permit? N
- ☐ ☒ Will **inflatable parade balloons** be used for the event? Provide details if necessary.

VI. Additional Questions

How will **parking** be accommodated for this event?

Parking locations are identified on the website, TOW places a sign with directions to the parking garage

Regular TOW parking accommodations

Notes:

1. Parking and buildings involved may be examined for ADA compliance.
2. You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.

How will **trash** be contained and removed during and after the event?

2 Dumpsters are placed by TOW. ROTC volunteers collect trash on streets and drop it off at dumpsters. The Chamber makes a donation to ROTC

Volunteers: Will you require Civilian Police Volunteers for your event? YES

Apply for this permit at least 60 days prior to your special event. (30 days for a neighborhood street closing)

Return to:

**Jesse Fowler, Assistant Town Manager
Town of Waynesville
16 S. Main Street, P.O. Box 100, Waynesville, NC 28786
Telephone: (828) 452-2491
Fax No. : (828) 456-2000
Email Address: jfowler@waynesvillenc.gov**

VIII. Special Information for Applicants

- * Do not announce, advertise or promote your event until you have an approved and signed permit.
- * You will be required to notify property owners affected by the event at the time a special events permit is issued with a copy of any correspondence provided to the Town for the permit file.
- * **Only chalk may be used on streets – no permanent paint. No permanent alterations to the street will be permitted.**
- * The Town has an ordinance prohibiting the use of tobacco and e-cigarettes in the business districts and all parks of the Town. The Applicant is to communicate this information to all vendors and participants. Permanent signs are in place in these districts and parks.
- * The Town has an ordinance allowing animals at festivals. Any incidents should be reported to the Police Department.
- * The Applicant shall be responsible for hiring and paying off-duty law enforcement officers, or reimbursing the Town for the costs of providing on-duty law enforcement officers, to appropriately police street closures. For festivals, the Applicant shall be additionally responsible for hiring and paying off-duty law enforcement officers, or reimbursing the Town for the costs of providing city staff, including but not limited to: on-duty law enforcement officers, to provide internal festival security and for hiring and paying necessary emergency medical technicians.
- * The Assistant Town Manager, in consultation with the Waynesville Police Department, shall determine the number of officers needed to appropriately monitor street closures and for internal security, and with the Fire Department to determine the number of emergency medical technicians needed, and the time when such services shall commence and end.

FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:



10 x 12 Vendor Booth
10 x 18 Food Truck
10 x 36 Food Booth

Barricades
Electric Outlet
Restrooms

*12 feet between booths unless otherwise marked



Application for Special Events Permit

I. General Information

EVENT NAME: Farm Fresh SK

EVENT DATE(S): ~~May 11, 2024~~ June 22, 2024

Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.

LOCATION: please see attached map.

IF THIS EVENT IS A PARADE OR ROAD RACE: Please provide a full route description and map

SET-UP TIME (START/END): 7:00 AM - 8:30 AM

EVENT HOURS: 9 - 10 AM

DISMANTLE HOURS (START/END): 10 - 11:30 AM

ESTIMATED ATTENDANCE: 100

BASIS ON WHICH THIS ESTIMATE IS MADE: 2nd event, with growth from last year

COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRED: \$1,000,000. Please attach proof of insurance (or applicable rider).

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME: Haywood Christian Ministry

ARE YOU A NON PROFIT CORPORATION? No Yes 501c(3) 501c(6) Place of Worship

APPLICANT NAME: Blake Hart TITLE: Exec. Director.

ADDRESS: 150 Branner Ave CITY: Waynesville STATE: NC ZIP: 28786

PHONE: 828-456-4838 FAX#: EMAIL: blakehart@haywoodministry.org

ON-SITE CONTACT: same TITLE:

ADDRESS:

PHONE #: CELL PHONE #: 704-989-5620 EMAIL:

VI. Additional Questions

How will parking be accommodated for this event?

Participants will be encouraged to
park in the courthouse parking deck.

Notes:

1. Parking and buildings involved may be examined for ADA compliance.
2. You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.

How will trash be contained and removed during and after the event?

we will use our receptacles and
dumpsters.

Volunteers: Will you require Civilian Police Volunteers for your event?

Apply for this permit at least 60 days prior to your special event. (30 days for a neighborhood street closing)

Return to:

Jesse Fowler, Assistant Town Manager
Town of Waynesville
16 S. Main Street, P.O. Box 100, Waynesville, NC 28786
Telephone: (828) 452-2491
Fax No. : (828) 456-2000
Email Address: jfowler@waynesvillenc.gov

VIII. Special Information for Applicants

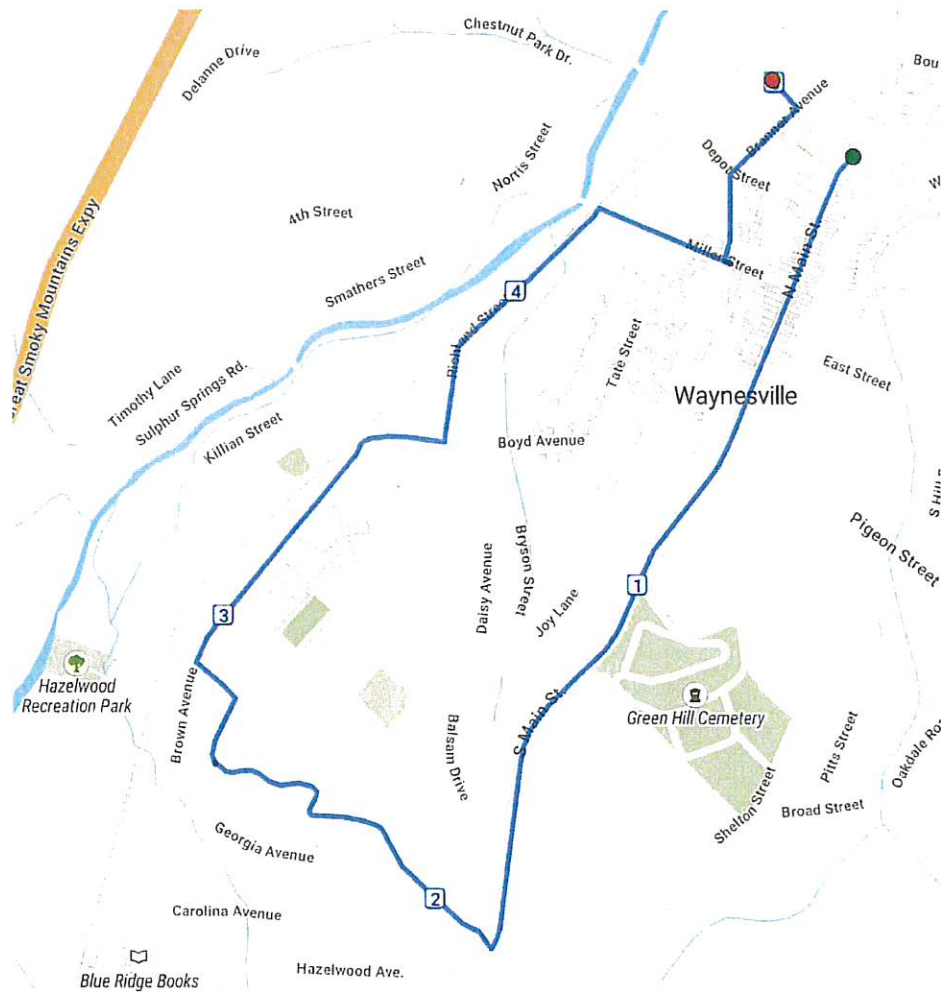
- * Do not announce, advertise or promote your event until you have an approved and signed permit.
- * You will be required to notify property owners affected by the event at the time a special events permit is issued with a copy of any correspondence provided to the Town for the permit file.
- * Only chalk may be used on streets – no permanent paint. No permanent alterations to the street will be permitted.
- * The Town has an ordinance prohibiting the use of tobacco and e-cigarettes in the business districts and all parks of the Town. The Applicant is to communicate this information to all vendors and participants. Permanent signs are in place in these districts and parks.
- * The Town has an ordinance allowing animals at festivals. Any incidents should be reported to the Police Department.
- * The Applicant shall be responsible for hiring and paying off-duty law enforcement officers, or reimbursing the Town for the costs of providing on-duty law enforcement officers, to appropriately police street closures. For festivals, the Applicant shall be additionally responsible for hiring and paying off-duty law enforcement officers, or reimbursing the Town for the costs of providing city staff, including but not limited to: on-duty law enforcement officers, to provide internal festival security and for hiring and paying necessary emergency medical technicians.
- * The Assistant Town Manager, in consultation with the Waynesville Police Department, shall determine the number of officers needed to appropriately monitor street closures and for internal security, and with the Fire Department to determine the number of emergency medical technicians needed, and the time when such services shall commence and end.

FOR INTERNAL USE ONLY

Application received

Application approved

Application denied



The race starts on Main Street in front of the Justice Center.

Head South on Main Street towards Depot.

Turn Left on Gimball Drive

Turn Right on Camelot Drive

Turn Left on Hazelview Drive

Turn Right on Brown Ave.

Continue Straight onto Boyd Ave.

Turn Right on Richland Street

Turn Right on Miller Street

Turn Left on Haywood Street.

Continue Straight on Branner Avenue

Turn left on Charles St and Finish on Charles Street.



Application for Special Events Permit

I. General Information											
EVENT NAME:		Folkmoot USA International Day 2024									
EVENT DATE(S):		July 20, 2024									
		Note: If event is more than three days in duration, and not in the public right-of-way, you will also need temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.									
LOCATION		Downtown Main Street									
IF THIS EVENT IS A PARADE OR ROAD RACE		Please provide a full route description and map									
SET-UP TIME (START/END):		10pm July 19th / 6pm July 20th									
EVENT HOURS:		10am-4pm									
DISMANTLE HOURS (START/END):		6am / 6pm									
ESTIMATED ATTENDANCE:		2,000									
BASIS ON WHICH THIS ESTIMATE IS MADE:				Previous years attendees							
COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRED: \$1,000,000.				Please attach proof of insurance (or applicable rider).							
II. Applicant and Sponsoring Organization Information											
SPONSORING ORGANIZATION NAME:			Folkmoot USA								
ARE YOU A NON PROFIT CORPORATION?			No		X Yes		If yes, are you	X 501c(3)		501c(6)	Place of Worship
APPLICANT NAME:		Alicia Blanton				TITLE: Interim Executive Director					
ADDRESS:		112 Virginia Ave		CITY : Waynesville		STATE: NC		ZIP		28786	
PHONE:		828-452-2997		FAX#:				EMAIL: director@folk moot.org			
ON-SITE CONTACT:		Alicia Blanton				TITLE: Interim Executive Director					
ADDRESS:		112 Virginia Ave									
PHONE #:				CELL PHONE #:		626-319-3856		EMAIL: director@folk moot.org			

III. Brief Description of Event						
Folkmoor International day has an over 40 year history. The 2023 festival welcomed thousands of guests who enjoyed 70+ vendors, two stages with continual performances by Appalachian and international Cultural performers, free kid activities, and many food trucks. We plan to do the same thing for this year.						
IV. Street Closure Request (Attach map of the Street Closure)						
List any street(s) (or lanes of streets) requiring temporary street closure as a result of this event. Include street name(s) indicating beginning and endpoints of the closing, day, date and time of closing and reopening:						
1. Church Street						
2. East Street						
3. Depot Street						
V. Event Details						
YES NO						
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the event involve the sale or use of alcoholic beverages ?				
N/A		If yes, has the ABC permit been obtained? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the event involve the sale of food ? Yes				
If "YES", has the health department been notified? No Have you applied for a temporary permit? No						
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will there be musical entertainment at your event? IF "YES" provide the following information:				
		Number of Stages:	2	Number of Band(s):	10	Amplification? Yes, standard sound system
Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.						
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Do you plan to use an existing occupied building ? Address No				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Do you plan to use an existing vacant building ? Address No				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will there be any tents or canopies in the proposed event site? Please provide the following information: Yes				
Approx. Number of Tents:			80 Will any tent exceed 400 sq. feet in area? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the event involve the use of pyrotechnics ? Explain No				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will you provide portable toilets for the general public attending your event? IF SO, how many and where will they be located? Yes, 4 total, 2 at each end of main street				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will you require electrical hookup for the event? Generators? Yes, both as needed				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will you require access to water for the event? Explain No				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will admission fees be charged to attend this event? If "YES", provide the amount(s) of all tickets.				No
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will fees be charged to vendors to participate in this event? If "YES", please provide the amount(s).				Yes, \$150
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will signs and/or banners be displayed as part of the event? If "YES" have you applied for a sign permit? Yes, have not yet applied				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will inflatable parade balloons be used for the event? Provide details if necessary. No				

VI. Additional Questions	
How will parking be accommodated for this event?	TBD
Notes: 1. Parking and buildings involved may be examined for ADA compliance.	2. You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.
How will trash be contained and removed during and after the event?	TBD
Volunteers: Will you require Civilian Police Volunteers for your event?	Yes
<p>Apply for this permit at least 60 days prior to your special event. (30 days for a neighborhood street closing)</p> <p>Return to: Beth Gilmore, Downtown Waynesville Director & Jesse Fowler, Assistant Town Manager Town of Waynesville 9 S. Main Street, P.O. Box 100, Waynesville, NC 28786 Telephone: (828) 456-3517 Fax No. : (828) 456-2000 Email Address: bethgilmore@waynesvillenc.gov jfowler@waynesvillenc.gov</p>	
VIII. Special Information for Applicants	
<ul style="list-style-type: none"> * Do not announce, advertise or promote your event until you have an approved and signed permit. * You will be required to notify property owners affected by the event at the time a special events permit is issued with a copy of any correspondence provided to the Town for the permit file. * <u>Only chalk may be used on streets – no permanent paint. No permanent alterations to the street will be permitted.</u> * The Town has an ordinance prohibiting the use of tobacco and e-cigarettes in the business districts and all parks of the Town. The Applicant is to communicate this information to all vendors and participants. Permanent signs are in place in these districts and parks. * The Town has an ordinance allowing animals at festivals. Any incidents should be reported to the Police Department. * The Applicant shall be responsible for hiring and paying off-duty law enforcement officers, or reimbursing the Town for the costs of providing on-duty law enforcement officers, to appropriately police street closures. For festivals, the Applicant shall be additionally responsible for hiring and paying off-duty law enforcement officers, or reimbursing the Town for the costs of providing city staff, including but not limited to: on-duty law enforcement officers, to provide internal festival security and for hiring and paying necessary emergency medical technicians. * The Assistant Town Manager, in consultation with the Waynesville Police Department, shall determine the number of officers needed to appropriately monitor street closures and for internal security, and with the Fire Department to determine the number of emergency medical technicians needed, and the time when such services shall commence and end. 	
FOR INTERNAL USE ONLY:	
Application received:	
Application approved:	
Application denied:	

**COMMON POLICY DECLARATIONS**

POLICY NUMBER: MKP0000500903400

RENEWAL OF POLICY:

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code)

THE NORTH CAROLINA INTERNATIONAL FOLK FESTIVAL INC.

DBA: FOLKMOOT USA

PO BOX 658

WAYNESVILLE, NC 28786

Policy Period: From 07/01/2023 to 07/01/2024 at 12:01 A.M. Standard Time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**Coverage Part**

This policy consists of the following coverage parts and separate policies for which a premium is indicated. This premium may be subject to adjustment.

Commercial Property Coverage Part	\$14,146.00
Commercial General Liability Coverage Part	\$3,247.00
Commercial Inland Marine Coverage Part	
Commercial Crime Coverage Part	\$428.00
Commercial Auto Coverage Part	
Liquor Liability Coverage Part	\$405.00
Total Terrorism Premium	\$ EXCLUDED

Producer Number, Name, and Mailing Address

K&K Insurance
1712 Magnavox Way
P.O. Box 2338
Fort Wayne, IN 46801

Premium

Minimum Premium \$3,100.00

Total Taxes, Surcharges and Fees (See Schedule) \$0.00

Total Premium \$18,226.00

Forms And Endorsements

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

IL0017(11/98)	MIL1207(05/15)	MIL1214(09/17)	MIL1303(05/15)	MIL1304(05/15)
MIL1305(05/15)	MIL1318(01/22)	IL0003(09/08)	IL0021(09/08)	IL0269(09/08)
IL0935(07/02)	IL0953(01/15)			

These Declarations, together with the Common Policy Conditions and Coverage Form(s) and any Endorsement(s), complete the above numbered policy.

Countersigned:

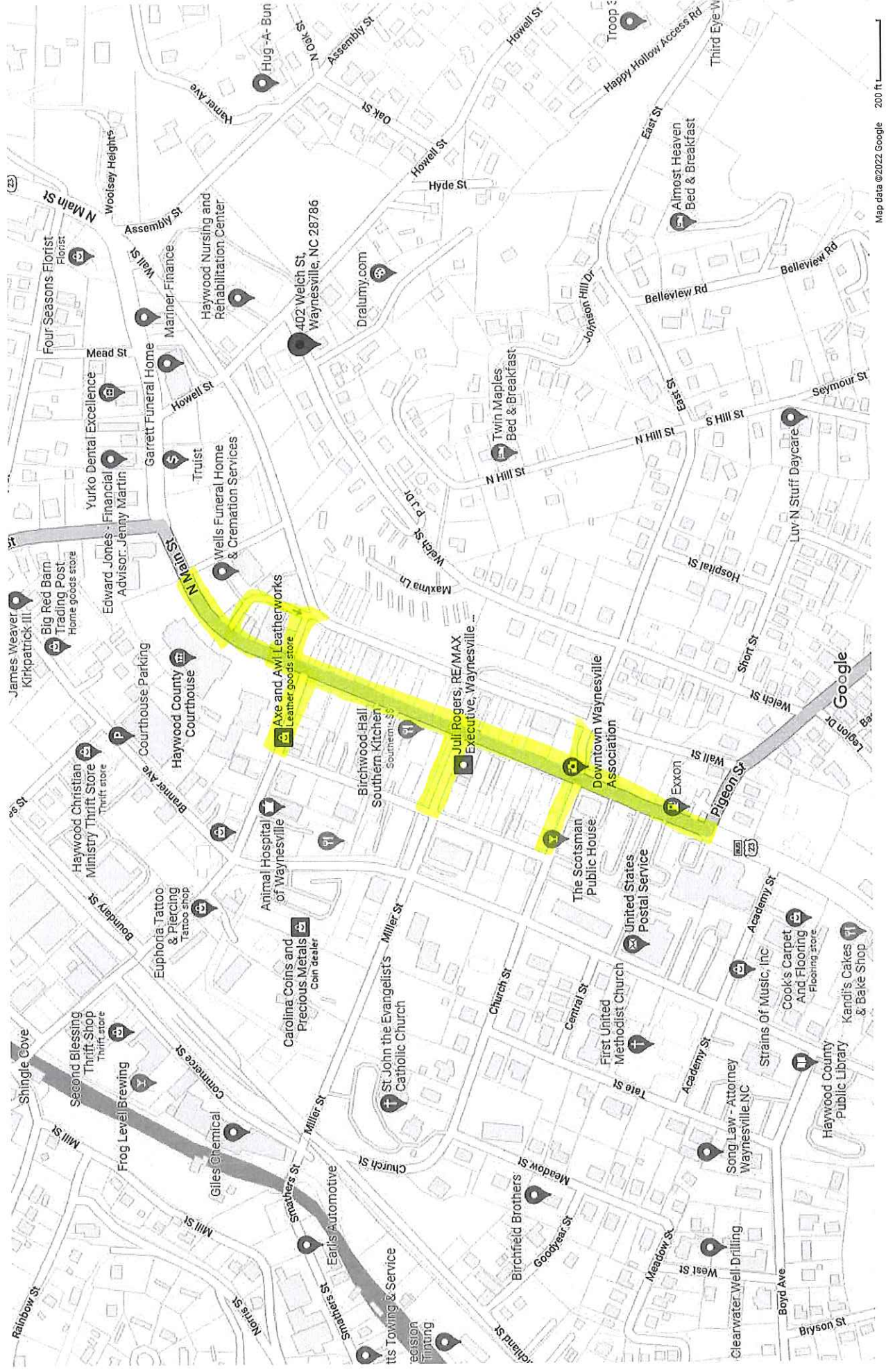
07/01/2023

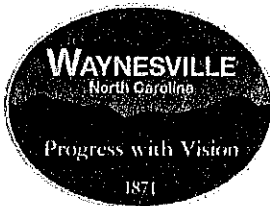
DATE

By:



AUTHORIZED REPRESENTATIVE





Application for Special Events Permit

I. General Information

EVENT NAME: HayCo Ride

EVENT DATE(S): October 5th, 2024

Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.

LOCATION: Shelton St. & HART Theatre

IF THIS EVENT IS A PARADE OR ROAD RACE: Please provide a full route description and map

SET-UP TIME (START/END): 8am - 10am

EVENT HOURS: 10am - 5pm

DISMANTLE HOURS (START/END): 5pm - 10pm

ESTIMATED ATTENDANCE: 150

BASIS ON WHICH THIS ESTIMATE IS MADE: social media interest

COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRED: \$1,000,000. See email to J Fowler
Please attach proof of insurance (or applicable rider).

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME: Haywood County Pride

ARE YOU A NON PROFIT CORPORATION? No Yes In progress 501c(3) 501c(6) Place of Worship: p

APPLICANT NAME: Hilary Underwood TITLE: co-Director

ADDRESS: 44 Plow Point CITY: WVI STATE: NC ZIP: 28786

PHONE: 828-246-0203 FAX#: EMAIL: info@haycopride.com

ON-SITE CONTACT: Chelsea White-Hoglen TITLE: co-Director

ADDRESS: 42 Wilkinson Pass Ln, Waynesville

PHONE #: 828-226-0757 CELL PHONE #: EMAIL: haycopride@gmail.com

III. Brief Description of Event
Quilt mural project inside HART theatre, interactive story collection archive project, free market, resource fair with nonprofits, free food, kids activities, music
IV. Street Closure Request (Attach map of the Street Closure)

List any street(s) (or lanes of streets) requiring temporary street closure as a result of this event.

Include street name(s) indicating beginning and endpoints of the closing, day, date and time of closing and reopening:

1. Shelton St, at intersections w/ Pigeon & Manning
2. _____
3. _____

V. Event Details

☐ YES ☒ NO
 Does the event involve the sale or use of alcoholic beverages?
 If yes, has the ABC permit been obtained? Yes ☐ No ☒ Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)

☐ ☒
 Does the event involve the sale of food? _____
 If "YES", has the health department been notified? _____ Have you applied for a temporary permit? _____

☒ ☐
 Will there be musical entertainment at your event? IF "YES" provide the following information:
 Number of Stages: 0 Number of Band(s): 1 Amplification? yes

Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.

☒ ☐
 Do you plan to use an existing occupied building? Address HART Theatre

☐ ☒
 Do you plan to use an existing vacant building? Address _____

☒ ☐
 Will there be any tents or canopies in the proposed event site? Please provide the following information:
 Approx. Number of Tents: 4-5 Will any tent exceed 400 sq. feet in area? ☒ NO ☐ YES

☐ ☒
 Does the event involve the use of pyrotechnics? Explain _____

☐ ☒
 Will you provide portable toilets for the general public attending your event? IF SO, how many and where will they be located? _____

☒ ☐
 Will you require electrical hookup for the event? Generators? 1

☐ ☒
 Will you require access to water for the event? Explain indoors at HART

☐ ☒
 Will admission fees be charged to attend this event? If "YES", provide the amount(s) of all tickets. NO

☐ ☒
 Will fees be charged to vendors to participate in this event? If "YES", please provide the amount(s). NO

☒ ☐
 Will signs and/or banners be displayed as part of the event? If "YES" have you applied for a sign permit? Not yet

☐ ☒
 Will inflatable parade balloons be used for the event? Provide details if necessary.

VI. Additional Questions

How will parking be accommodated for this event?

HART Theatre parking lot &
Public lots nearest Pigeon St.

Notes:

1. Parking and buildings involved may be examined for ADA compliance.
2. You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.

How will trash be contained and removed during and after the event?

A dedicated team of
clean-up volunteers will take loads of trash
to waste center during hours

Volunteers: Will you require Civilian Police Volunteers for your event?

Apply for this permit at least 60 days prior to your special event. (30 days for a neighborhood street closing)

Return to:

Beth Gilmore, Downtown Waynesville Director &
Jesse Fowler, Assistant Town Manager
Town of Waynesville
9 S. Main Street, P.O. Box 100, Waynesville, NC 28786
Telephone: (828) 456-3517
Fax No.: (828) 456-2000
Email Address: bethgilmore@waynesvillenc.gov
jfowler@waynesvillenc.gov

VIII. Special Information for Applicants

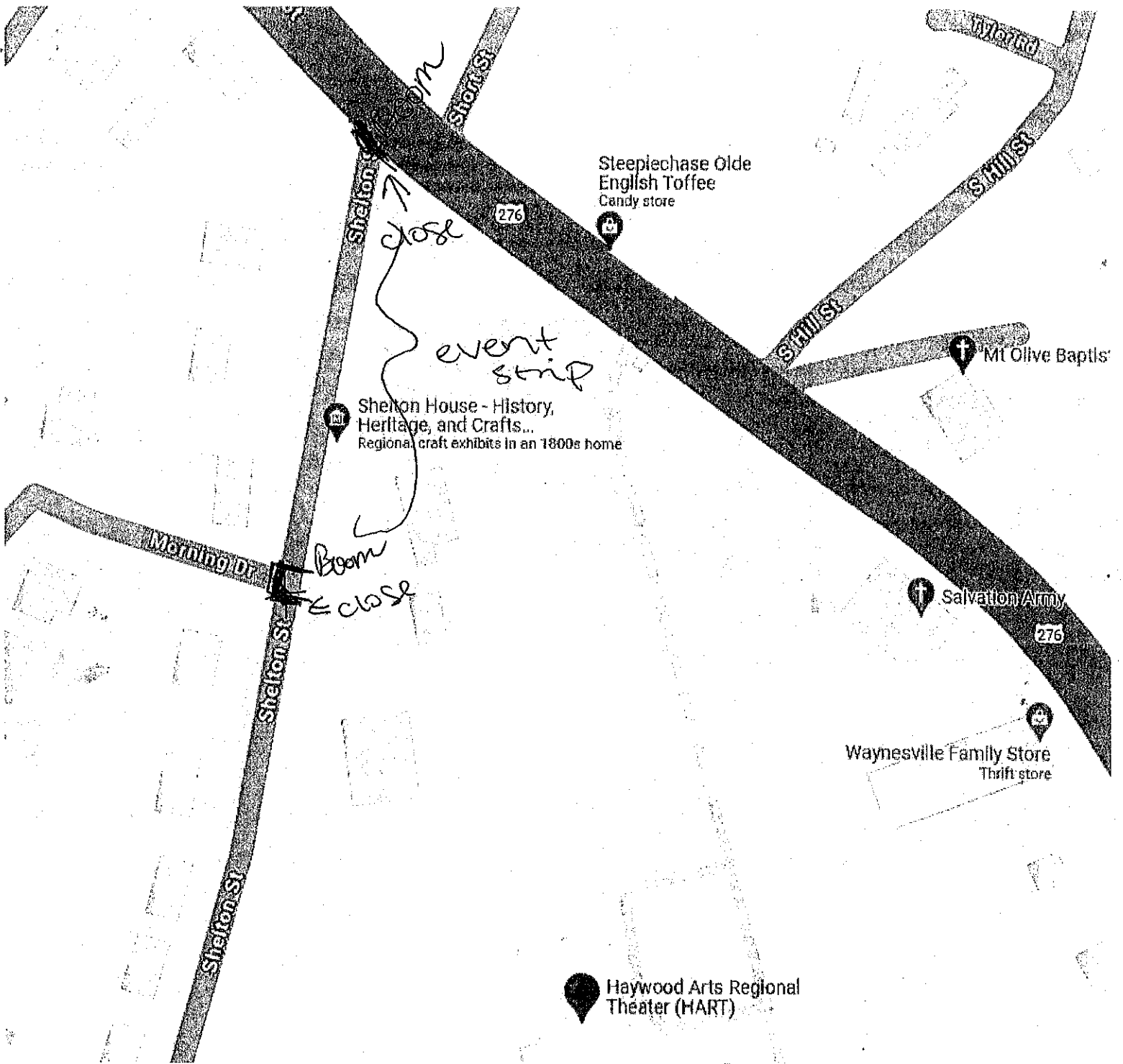
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- * The Town has an ordinance allowing animals at festivals. Any incidents should be reported to the Police Department.
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- * The Assistant Town Manager, in consultation with the Waynesville Police Department, shall determine the number of officers needed to appropriately monitor street closures and for internal security, and with the Fire Department to determine the number of emergency medical technicians needed, and the time when such services shall commence and end.

FOR INTERNAL USE ONLY

Application received:

Application approved:

Application denied:



Steepchase Olde
English Toffee
Candy store

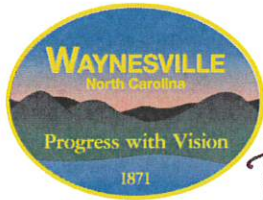
Mt Olive Baptis'

Shelton House - History,
Heritage, and Crafts...
Regional craft exhibits in an 1800s home

Salvation Army

Waynesville Family Store
Thrift store

Haywood Arts Regional
Theater (HART)



Application for Special Events Permit

ROAD CLOSURES AND OTHER OPERATIONAL LOGISTICS
SUBJECT TO CHANGE FOLLOWING COUNCIL APPROVAL. *Jan*

I. General Information

EVENT NAME: Pride on Main

EVENT DATE(S): June 29, 2024

Note: If event is more than three days in duration, and not in the public right-of-way, you will also need temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.

LOCATION: Parade: Main, Church, Haywood, and Depot Streets, Festival: Commerce Street, Depot Street, Frog Level

IF THIS EVENT IS A PARADE OR ROAD RACE: Please provide a full route description and map

SET-UP TIME (START/END): Day of event: Set up begins at 9 am, ends at 11

EVENT HOURS: 11 am- 7 pm

DISMANTLE HOURS (START/END): Tear down and clean up, 7-8 pm

ESTIMATED ATTENDANCE: 500

BASIS ON WHICH THIS ESTIMATE IS MADE: Similar events in the region: Sylva Pride & Pride and Pups

COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRED: \$1,000,000. Please attach proof of insurance (or applicable rider).

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME: IDEA of Haywood (Inclusion, Diversity and Equity Alliance)

ARE YOU A NON PROFIT CORPORATION? No No* Yes If yes, are you 501c(3) 501c(6) Place of Worship

APPLICANT NAME: Dr. Tera McIntosh TITLE: Founder

ADDRESS: 119 Winter Lane CITY: Clyde STATE: NC

ZIP: 28721

PHONE: 412-735-4078 FAX#: EMAIL: haycoprideonmain@gmail.com

ON-SITE CONTACT: Dr. Tera McIntosh TITLE: Founder

ADDRESS: 119 Winter Lane Clyde NC 28721

PHONE #: 412-735-4078 CELL PHONE #: 412-735-4078 EMAIL: haycoprideonmain@gmail.com

III. Brief Description of Event
<p>Family-friendly event celebrating LGBTQIA+ persons, their families and communities. Promoting joy and inclusion in the greater Haywood County area.</p>
IV. Street Closure Request (Attach map of the Street Closure)

List any street(s) (or lanes of streets) requiring temporary street closure as a result of this event.
 Include street name(s) indicating beginning and endpoints of the closing, day, date and time of closing and reopening:

1. Parade: South on Main St. (Beginning at Courthouse) turn West on Church St., turn North on Haywood St. to Depot St., travel West to end at Commerce St.- Rolling closure during parade beginning at approximately 10:30 and ending at approximately 11:30 am
2. Commerce St. Closure between streets beginning evening of 6.28.24 ending 8pm 6.29
2. Depot St. Closure between RR tracks and Water St. beginning evening of 6.28.24 ending 8pm 6.29

V. Event Details

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Does the event involve the sale or use of alcoholic beverages?</p> <p>If yes, has the ABC permit been obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Does the event involve the sale of food? _____</p> <p>If "YES", has the health department been notified? _____ Yes Have you applied for a temporary permit? _____ Yes</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Will there be musical entertainment at your event? IF "YES" provide the following information:</p> <p>Number of Stages: <u>1</u> Number of Band(s): <u>3</u> Amplification? <u>Yes amplification</u></p> <p>Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Do you plan to use an existing occupied building? Address <u>No</u></p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Do you plan to use an existing vacant building? Address <u>No</u></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Will there be any tents or canopies in the proposed event site? Please provide the following information:</p> <p>Approx. Number of Tents: <u>60</u> Will any tent exceed 400 sq. feet in area? X <input type="checkbox"/> NO <input type="checkbox"/> YES</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Does the event involve the use of pyrotechnics? Explain <u>No</u></p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Will you provide portable toilets for the general public attending your event? IF SO, how many and where will they be located? <u>2 Commerce St.</u></p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Will you require electrical hookup for the event? Generators? <u>No</u></p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Will you require access to water for the event? Explain <u>No</u></p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Will admission fees be charged to attend this event? If "YES", provide the amount(s) of all tickets. <u>No</u></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Will fees be charged to vendors to participate in this event? If "YES", please provide the amount(s). <u>YES \$20</u></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Will signs and/or banners be displayed as part of the event? If "YES" have you applied for a sign permit? <u>Not yet, waiting on final logistics</u></p>

☐ ☒ Will inflatable parade balloons be used for the event? Provide details if necessary.

VI. Additional Questions

How will **parking** be accommodated for this event?

City Parking- including accessible spots near police building and in city lot on Montgomery

Notes:

1. Parking and buildings involved may be examined for ADA compliance.

2. You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.

How will **trash** be contained and removed during and after the event?

City and volunteer clean-up crews

Volunteers: Will you require Civilian Police Volunteers for your event? Yes

Apply for this permit at least 60 days prior to your special event. (30 days for a neighborhood street closing)

Return to:

Beth Gilmore, Downtown Waynesville Director &

Jesse Fowler, Assistant Town Manager

Town of Waynesville

9 S. Main Street, P.O. Box 100, Waynesville, NC 28786

Telephone: (828) 456-3517

Fax No. : (828) 456-2000

**Email Address: bethgilmore@waynesvillenc.gov
jfowler@waynesvillenc.gov**

VIII. Special Information for Applicants

- * Do not announce, advertise or promote your event until you have an approved and signed permit.
- * You will be required to notify property owners affected by the event at the time a special events permit is issued with a copy of any correspondence provided to the Town for the permit file.
- * **Only chalk may be used on streets – no permanent paint. No permanent alterations to the street will be permitted.**
- * The Town has an ordinance prohibiting the use of tobacco and e-cigarettes in the business districts and all parks of the Town. The Applicant is to communicate this information to all vendors and participants. Permanent signs are in place in these districts and parks.
- * The Town has an ordinance allowing animals at festivals. Any incidents should be reported to the Police Department.
- * The Applicant shall be responsible for hiring and paying off-duty law enforcement officers, or reimbursing the Town for the costs of providing on-duty law enforcement officers, to appropriately police street closures. For festivals, the Applicant shall be additionally responsible for hiring and paying off-duty law enforcement officers, or reimbursing the Town for the costs of providing city staff, including but not limited to: on-duty law enforcement officers, to provide internal festival security and for hiring and paying necessary emergency medical technicians.
- * The Assistant Town Manager, in consultation with the Waynesville Police Department, shall determine the number of officers needed to appropriately monitor street closures and for internal security, and with the Fire Department to determine the number of emergency medical technicians needed, and the time when such services shall commence and end.

FOR INTERNAL USE ONLY:

Application received:

Application approved:

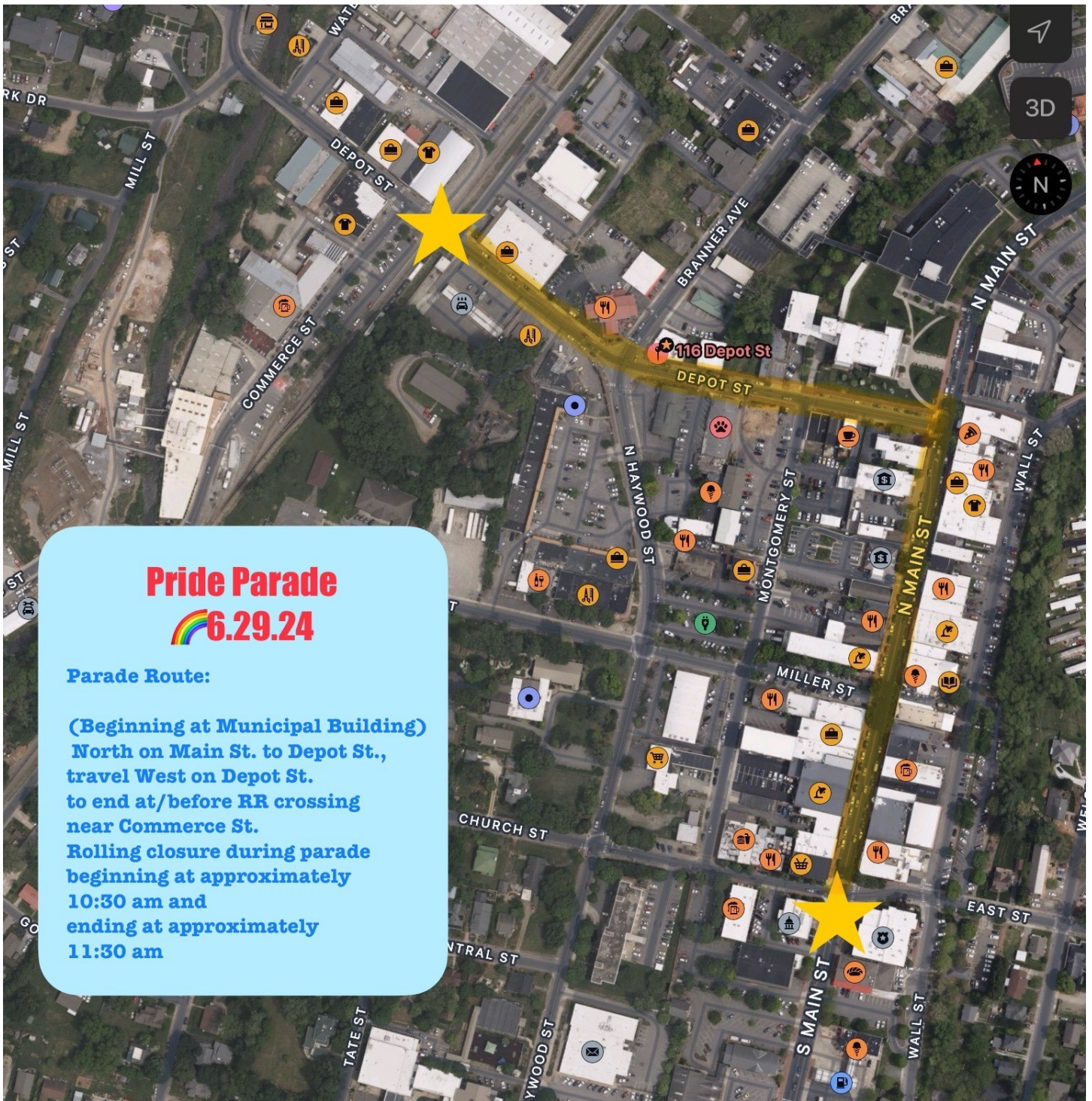
Application denied:

Pride Parade 6.29.24

Parade Route:

(Beginning at Municipal Building)
North on Main St. to Depot St.,
travel West on Depot St.
to end at/before RR crossing
near Commerce St.

Rolling closure during parade
beginning at approximately
10:30 am and
ending at approximately
11:30 am



Pride on Main Festival 6.29.24

Commerce St. Closure
between streets beginning
evening of 6.28.24 ending
8pm 6.29

Depot St. Closure between RR
tracks and Water St.
beginning evening of
6.28.24 ending 8pm 6.29

Parking lot closures for
vendors, Commerce and
along RR/Boundary

-  Beer Garden
-  Barricade
-  Stage
-  Porta-Potties

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date 5/28/2024**

SUBJECT Receive Manager's proposed 2024-25 operating and capital budget.

AGENDA INFORMATION:

Agenda Location: Presentation

Item Number:

Department: Administration

Contact: Rob Hites

Presenter: Rob Hites

BRIEF SUMMARY : The Council received a presentation on several alternatives to a 2024-25 budget during a special meeting on April 17, 2024. The Council continued the meeting to 4/25/24 in order to receive input from Department Heads regarding their most pressing capital requests. The Council provided the staff direction and continued the budget workshop to 4:00 pm on May 14th. After receiving a presentation on the impact of the Council's direction, the staff was instructed to return a budget containing several criteria. The staff was able to balance the budget based on Council's direction. In order to meet the State Statute, we used the Council's direction from the May 14th continued meeting and prepared balanced budget for presentation at the May 28th meeting. The Council set a public hearing on the proposed budget for June 11, 2024, at 6:00 pm in the Council Chamber located at 9 S. Main Street .

MOTION FOR CONSIDERATION: Receive the 2024-25 Manager's Proposed Capital and Operating Budget.

FUNDING SOURCE/IMPACT: All Funds

ATTACHMENTS: 2024-25 Capital and Operating Budget

MANAGER'S COMMENTS: See Above



Town of Waynesville

Annual Budget

2024-2025



BUDGET MESSAGE

2024-2025

May 28, 2024

The Honorable Mayor and Members of the Town Council

In accordance with the provisions of the North Carolina General Statutes, your staff presents the proposed Municipal Operating and Capital Budget for Fiscal Year 2024-25.

INTRODUCTION

The FY 2024-25 proposed budget is the last budget based on the 2020 quadrennial revaluation. The last year in a valuation cycle finds real estate values lagging the market. The upcoming 2025-26 revaluation will true up the tax values with the market value as defined in the NC General Statutes. Despite the comments regarding rampant growth of Waynesville, the ad valorem tax scroll has only increased an estimated 4% or \$211,500 (*1.28 cents on the tax rate*). Sales tax has returned to its traditional increase of 4%, in line with the rest of the State. As the Town is experiencing only modest growth in revenue, it is being pressured by the competition for its employees. 48% of the new General Fund spending is dedicated to keeping the Town's wages and benefits within the Western North Carolina employment market. Our salary recommendations simply keep Waynesville in line with State and local governments. The Town's utility funds are also being affected by unfunded mandates such as the mandate to reduce inflow into our sewers, as well as a mandate to relocate power and utility lines along the Russ Avenue and Walnut Street corridor. The Federal and State government have added a new level of bureaucracy by requiring that the Town inspect every sewer outfall annually to check for leaks and locate lead service lines in the water system. We estimate that we can hold water and sewer rates at the same level as in 2023-24. However, we will need an increase in electric rates to pay for the relocation of the circuits and new services along Russ Avenue and install circuits in new residential areas.

The State and Federal mandate that the Town inspect and record the condition of its sewer outfalls and storm water detention basins annually require that it establish a new utility fund the "Storm Water Utility" rather than further increase ad valorem taxes in the General Fund. The Storm Water Fund is based on the area of a parcel that is impervious to water, such as a building or parking lot. Landowners will be charged a

fee based on the amount of impervious surface on their property. The impervious surfaces increase the speed and quantity of runoff into the Town's creeks. The excess runoff increases erosion of creek banks, introduction of chemicals from leaking vehicles and addition of waste such as drink cups, and paper bags.

We estimate that the Town will only experience an increase of 4% in General Fund revenue over last year's tax assessment. We estimate the Town will experience a \$180,000 increase in sales taxes and \$100,000 in investment income.

After all adjustments to revenue, we estimate that the General Fund will increase by \$1,586,790 compared to the previous year.

The Council recognizes that the Town has a continuing need to renew equipment, purchase supplies and train its staff in order to provide the same level of service that Waynesville's residents have come to expect. A number of pieces of equipment have been in use for over 20 years and have simply worn out. Items such as leaf shredding machines, cardio exercise equipment, and meter reading devices have repeatedly failed and must be replaced. The Fire and Police Departments are experiencing increasing levels of calls due to both growth in permanent and recreational clientele. Increasing call demand has resulted in the department's requests for additional full-time staff.

BUDGET SUMMARY

The Town has dedicated the majority of its revenue growth to adjustments in employee compensation. It has lost a number of skilled employees to other local governments and the private sector as they increase their wages and benefits. When an organization loses a well-trained employee, it loses 50% of that position's productivity while the position is vacant and as the new employee learns their duties.

We have made great strides in our hiring and retention rates, but market pressure continues to lure employees to other organizations. In order to hire and retain employees, we recommend The Council approve a 2 ½ % Cost of Living Adjustment amounting to \$155,000 (COLA) in addition to the Town's average 2 ½% "Career Development Program" which is budgeted to cost \$258,500.

New and Reclassified Positions

The proposed budget includes the match necessary to qualify the Police Department for two additional officers. We recommend that the Fire Department add two fire fighters as of July 1st and an additional two fire fighters on January 1st. The new "Storm Water Fund" will be staffed by an entry level Planner under this proposal.

Salaries and Benefits

The Town will contribute 13.66% for staff and 15.04% for Sworn Officers to the NC Local Government Retirement Fund. It contributes 5% of an employee's salary to a 401K. In addition, the Town fully covers an employee's health insurance benefits including a \$4,500 HRA. The Town contributes 75% to the employee's family health coverage.

Our health insurance rate is tied to the Town's "medical loss ratio", the cost of the claims submitted by the employees and their families. The Town's experience rating and rate increases are evaluated annually. The insurance companies like "medical loss ratios stay less than 70%. Thanks to a healthy workforce our insurance loss ratio is 65%. Due to our positive rating our health insurance carrier is NOT requesting an increase in insurance premiums for the upcoming year.

Worker's Compensation Insurance

The Town's workers' compensation insurance rates are set by the NC Insurance Commission, not by the insurance industry. The Town's worker's compensation claims have been in the acceptable range for the past year however the increases in the salaries of the workforce have caused an increase of \$11,500.00.

Liability Insurance

We have received a quote on property and liability insurance for \$316,873.00, a 9.6% increase, as a projected expense for the upcoming year.

FUND SUMMARIES

General Fund

We recommend a \$19,039,765.00 General Fund operating budget for FY 2024-25. This represents a 9.0% increase from the FY 2023-24 budget. We do not recommend that the Council appropriate funds from the General Fund Balance.

Ad Valorem Taxes

Haywood County provides its municipalities with a tax scroll that lists the value of each taxpayer's real and personal property. The Towns apply their tax rate to those values and calculate the taxes due to the Towns. Haywood County reassesses its property every four years. We are in year four of an assessment cycle.

The staff recommends a \$.0378 increase in the current ad valorem tax rate to \$.477. per \$100 in value. The State requires that local governments budget the percentage of taxes collected in the previous year. Waynesville's collection rate was 99.19% in 2023-24. We project the Town will collect \$7,315,000 in current year property tax in 2024-25.

General Funds Sales Tax

The Town estimates that it will collect \$4,680,000 in Sales Tax for FY 2024-25, a 4% increase.

Downtown Municipal Service District

The Town established a “Downtown Municipal Service District” in 1986 in order to provide redevelopment and promotion of the Town’s traditional central business district. The revenue derived from the MSD also funds the District’s membership in the State and US Mainstreet program. Properties within the district pay an additional ad valorem tax in addition to the ad valorem taxes paid by the rest of the Town.

The current ad valorem tax on the Downtown Municipal Service District is \$.19 per \$100 of valuation. We estimate that the District will yield \$107,800 in 2024-25.

In early 2022 the Board of Alderman reorganized the administration of the district by placing the staff, programing, and accounting functions within the Town’s organization. The Board created a 13- member committee that serves to advise the staff and Board on programs and policies of the Downtown Service District. The governing and administration of the Downtown Municipal Service District has been a tremendous success. The MSD has retained its certification as a “Mainstreet Community”.

Water Fund

The staff recommends a budget of \$3,535,417. This represents an 8.5% decrease from FY 2023-24. The reduction in the overall budget is due to lower capital improvement requests. We do not recommend an increase in water rates for the 2024-25 fiscal year.

Water Treatment

We recommend a \$ 1,263,390 budget to fund the operation of the Water Treatment Plant. This represents little change from last year’s budget.

Water Collection Line Service and Maintenance

We recommend a \$1,339,310 budget for FY 2024-25. This represents a 21% decrease from the previous year. The decrease is due to completion of several capital projects that were funded through operating revenue in the previous year. We do not recommend a rate increase for the upcoming fiscal year.

Water Fund Administration and Finance

The Water Fund contributes a portion of its revenue to the meter reading, billing, collection, and accounting of its operation. The staff estimates the percentage of the Finance Department’s operation dedicated to the Water Fund. For the upcoming FY

2024-25 budget year we recommend a \$916,717 budget. This represents a 4% increase from the previous year.

SEWER FUND

Sewer Plant Financing and Construction

The staff does not recommend an increase in Sewer Rates for the upcoming fiscal year. The Sewer Fund is made up of two operating divisions. The Town has secured \$29 million dollars in State Revolving Loans that carries a “0”% interest rate for a 26-year term. The plant is due to be completed in the summer of 2025. Next year will be the first year the Town pays a principal payment on the loan, so we anticipate a rate increase during the 2025-26 fiscal year.

Sewer Maintenance

We recommend a \$1,259,419 operating budget for this Division. The recommended budget represents a 24% decrease over FY 2023-24. This reduction is mainly due to reduction in major capital spending.

Sewer Plant

We recommend that the Town Council appropriate \$1,783,045 for operation and maintenance of the plant. This amounts to a 11% increase from last year’s budget. The Town will experience significant changes in the Sewer Plant budget as the new plant is placed in operation and a number of new pumps, motors and aerators are placed in service.

Capacity Use Fees

Capacity Use Fees are based on the premise that users of Waynesville’s waste treatment system purchase a portion of the plant’s six-million-gallon capacity. The fees are based on a table of projected sewer use adopted by the Council. The fees fall below the “upper limit” of fees the Study indicated could be charged. The schedule of “Capacity Use Fees” the Town adopted represents a “single fee system” that creates one schedule of fees for both In-Town and Out-of-Town users. ‘Capacity Use Fees’ are calculated on a case-by-case basis. The calculations are based on the State’s “NC Wastewater Flow Rates” (15A NCAC 02T .0114).

In 2018-19 the Town adopted a schedule of “Capacity Use Fees” based on a study mandated by the General Assembly (HB 436). A certified engineering firm reviewed the Town’s capital expenditures and weighed them against the Town’s goal to keep its cost of service affordable.

In order to ensure that user/developers reserve their capacity in the Waste Treatment Plant they must receive approval for their development in accordance with the Town’s

Comprehensive Plan AND pay the system development fees at the time of approval of the development. Should an owner/developer choose to abandon their project within three years of approval, the Town will refund their "Capacity Use Fees". Failure to pay the fees may result in the user/developer not being guaranteed the capacity necessary to develop their project.

We have not increased the Town's Capacity Use Fees since 2019 and do not recommend an increase for the 2024-25 fiscal year. In 2018-19 the Council capped the Town's "Capacity Use Fees" at \$100,000 for the combined Water and Sewer Fees. This was done to encourage investment in Waynesville after a decade of near zero growth. The Town is starting a \$29,450,000 waste treatment renovation that was not factored into the "Capacity Use Study" carried out in 2018. As we complete the project, it would be appropriate to carry out a new study and establish "Capacity Use Fees" that reflect the cost of that project.

The Town has approximately 2.91 million gallons of capacity in its six-million-gallon waste treatment plant. When the plant is renovated and placed online the Town will, once again, be open to new investment. Until we complete a new "Capacity Use Study" we recommend that the Council increase the cap on combined Capacity Use Fees from \$150,000 to \$200,000. We will recommend that the Council fund a new study during the 2025-26 Fiscal Year.

ELECTRIC FUND

For FY 2024-25 we recommend an Electric Department budget of \$11,324,608. This represents a 7% increase in the operating budget. We recommend a 7% increase in electric rates across all rate classes. This increase will also be applied to the base charges. The increase is due to two capital projects, the relocation of power lines and light standards along the Russ Avenue and Walnut Street corridor required by NCDOT and the installation of underground power service in the Queen Farm Subdivision.

The Finance staff is "up to date" on past due accounts created by the Covid pandemic. While we have been very successful in collecting our past due accounts, we will have to "write-off" only an estimated \$30,000 in electric charges due to customers moving without forwarding addresses.

STORM WATER MANAGEMENT FUND

The staff is recommending a new fund for the upcoming fiscal year. The NC Department of Environmental Quality through contract with the Environmental Protection Agency is requiring local governments that fall under authority of the EPA's storm water program to begin an annual inspection of all sanitary and storm sewer lines within the municipality. The municipalities must also report on the condition of storm water retention and detention devices constructed by private entities. Should the storm water systems be deficient, the municipality must order the devices be repaired. The cost of the unfunded mandate will require that the Town fund an employee to carry out this

task. In addition to the employee, the Town will use storm water funds to enhance its effort to remove debris from catch basins and keep debris out of the street gutter systems. A storm water fund is based on property owners being charged a nominal fee based on the amount of impervious surface that lies within their property. An example of the impervious surface on a residential lot would be the footprint of the dwelling, outbuildings and driveways that appear on the lot. The size of the impervious surface is divided into four tiers and a fee is set per tier. A base fee or equivalent residential unit (ERU) is established and used to calculate the fee for commercial properties with large structures and parking area. The fee will be charged on the property owner's annual ad valorem tax bill.

ASSET MANAGEMENT AND GARAGE FUNDS

The Asset Management Fund was eliminated as a separate fund in the 2023-24 budget. It is being treated as a division of the Public Services Department. In the past each operating department was charged separately for Asset Services. The proposed budget finds the contribution to the asset services department to the individual funds rather than the operating divisions.

CONCLUSION

The proposal that is before you represent a "program of work" that is experiencing the effects of both slow growth and the pressure of increasing competition for the Town's experienced workforce.

The Town has reached the maximum allotment of sewer capacity permitted under the Special Order of Consent (SOC), two of the developments approved under the Special Order of Consent has commenced construction. With the price of materials decreasing, we hope that more of the approved developments will commence construction. Another regulatory change that may impact development is the General Assembly has changed the NC Flow Rates. The new rates permit less flow per bedroom than the old flow rates. This may permit some of our customers to release some of the flow they have been allocated, freeing up sewer allotment for other developments. The sewer plant itself is nearing completion. Once it is online, the Town will have 2.9 million gallons of water and sewer to accommodate additional growth.

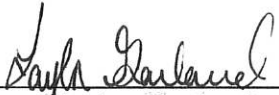

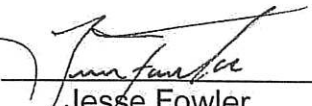
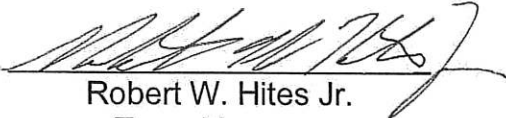
One of the Board's principal goals is to design, fund and construct a new fire station in Hazelwood. The 2024-25 budget funds the engagement of an architectural firm to design, bid and conduct construction observation of Fire Station #2. We anticipate the design process to take a year and the actual construction a second year. As the Town approaches the construction phase of Station #2, it will apply to the NC Local Government Commission for permission to seek bids for borrowing up to \$6 million for the project. If all goes as planned, Fire Station #2 should come online in the fall of 2027.

The proposal that is before you represent an analysis of spending patterns in the Town. The budget team has conservatively estimated the revenues the Town needs to

operate. The ad valorem tax and Electric Fund increase are the result of salary demands and increases in operating costs outstripping the revenues available to the Town. Hopefully the reassessment of real and personal values in 2025 will help the Town with its budgetary needs in the future fiscal years.

We look forward to receiving your input on the proposed budget.

Respectfully submitted:

 Taylor Garland Interim Finance Director	 Page McCurry Human Resources Director	 Jesse Fowler Assistant Town Manager
 Robert W. Hites Jr. Town Manager		

Budget Summary

Operating Funds

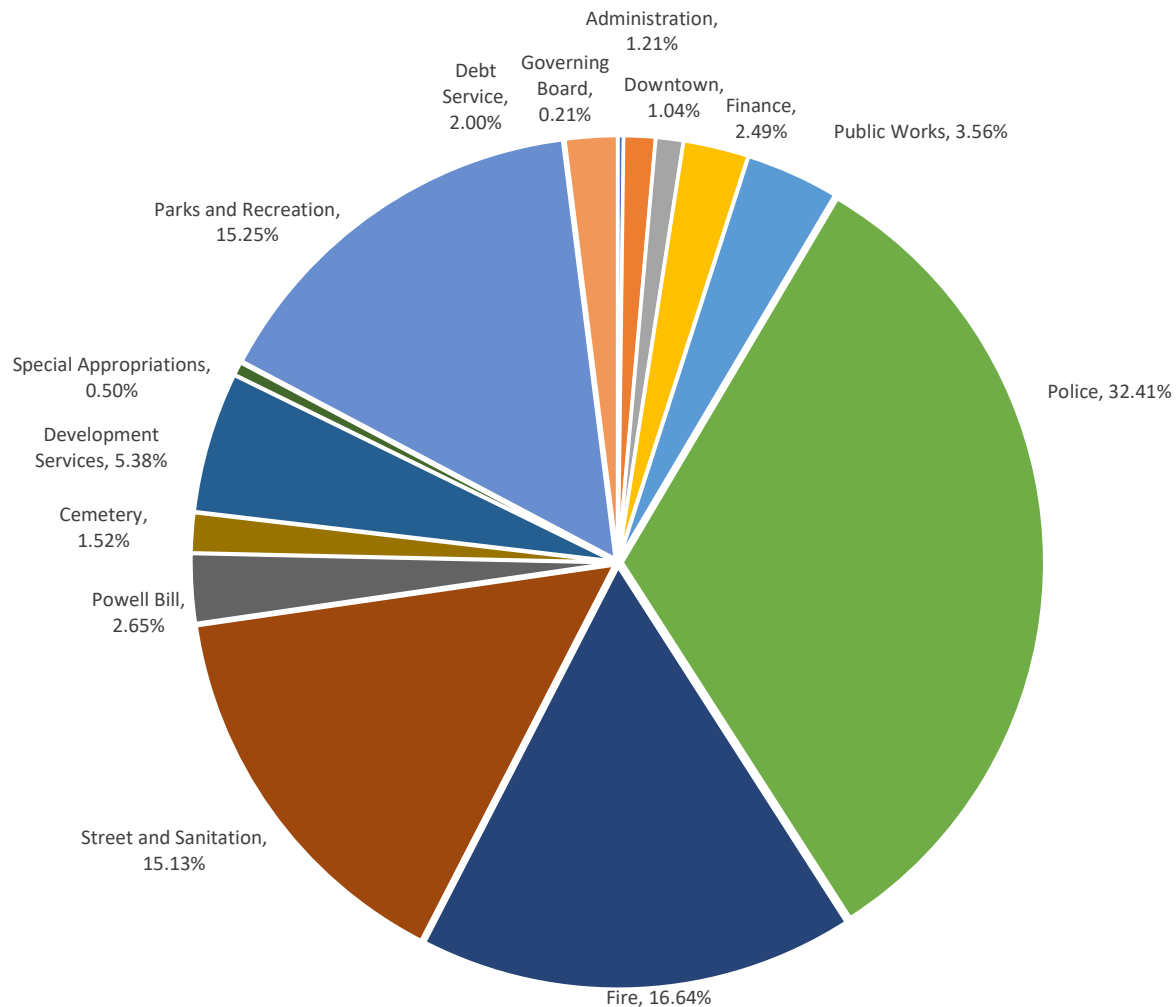
	FY23 Budget	FY24 Budget	FY25 Budget
Revenues			
General Fund	\$ 17,079,739	\$ 17,452,975	\$ 19,039,765
Water Fund	\$ 4,041,353	\$ 3,862,497	\$ 3,535,417
Sewer Fund	\$ 3,736,565	\$ 4,161,074	\$ 3,970,000
Electric Fund	\$ 10,029,179	\$ 11,402,059	\$ 11,324,608
Stormwater Fund	\$ -	\$ -	\$ 200,000
Total	\$ 34,886,836	\$ 36,878,605	\$ 38,069,790
Expenditures			
General Fund	\$ 17,079,739	\$ 17,452,975	\$ 19,039,765
Water Fund	\$ 4,041,353	\$ 3,862,497	\$ 3,535,417
Sewer Fund	\$ 3,736,565	\$ 4,161,074	\$ 3,970,000
Electric Fund	\$ 10,029,179	\$ 11,402,059	\$ 11,324,608
Stormwater Fund	\$ -	\$ -	\$ 200,000
Total	\$ 34,886,836	\$ 36,878,605	\$ 38,069,790

Internal Service Fund

	FY23 Budget	FY24 Budget	FY25 Budget
Revenues			
Garage	\$ 876,612	\$ 1,117,900	\$ 1,186,780
Total	\$ 876,612	\$ 1,117,900	\$ 1,186,780
Expenditures			
Garage	\$ 876,612	\$ 1,117,900	\$ 1,186,780
Total	\$ 876,612	\$ 1,117,900	\$ 1,186,780

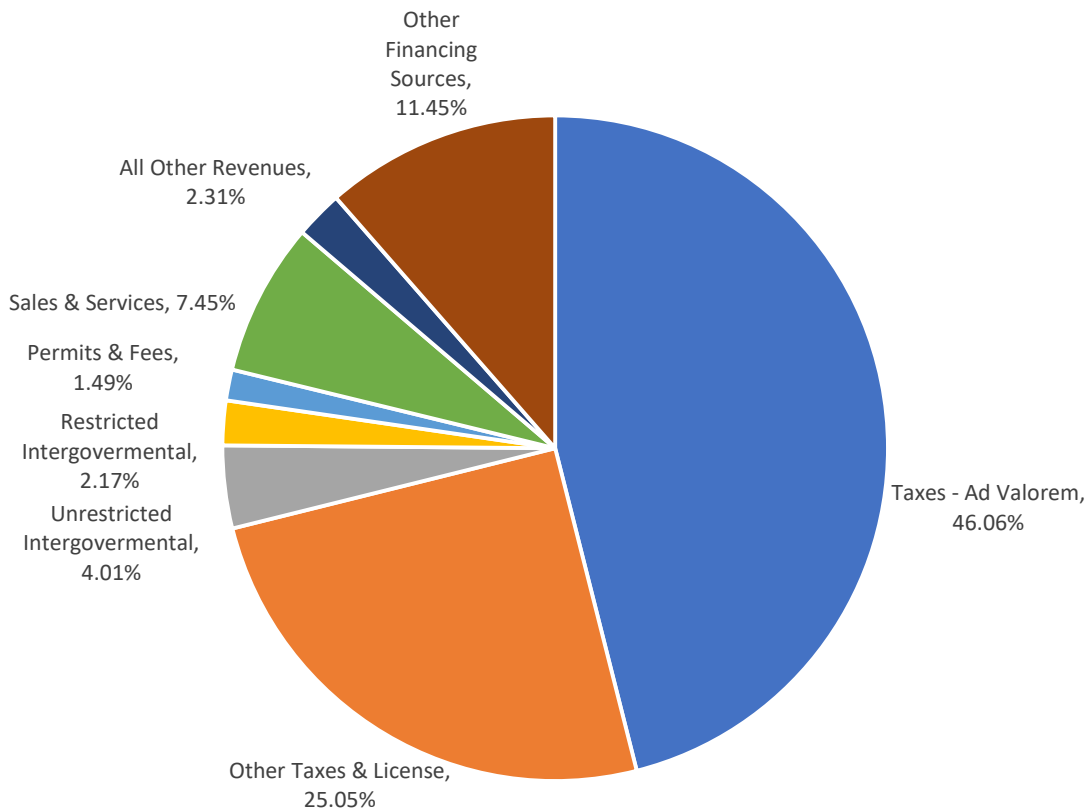
General Fund

Department	Amount	Percent of Total
Governing Board	\$40,317	0.21%
Administration	\$229,930	1.21%
Downtown	\$198,400	1.04%
Finance	\$473,720	2.49%
Public Works	\$678,139	3.56%
Police	\$6,170,460	32.41%
Fire	\$3,168,945	16.64%
Street and Sanitation	\$2,880,920	15.13%
Powell Bill	\$505,000	2.65%
Cemetery	\$289,930	1.52%
Development Services	\$1,025,005	5.38%
Special Appropriations	\$94,500	0.50%
Parks and Recreation	\$2,903,851	15.25%
Debt Service	\$380,648	2.00%
Total	\$19,039,765	100.00%



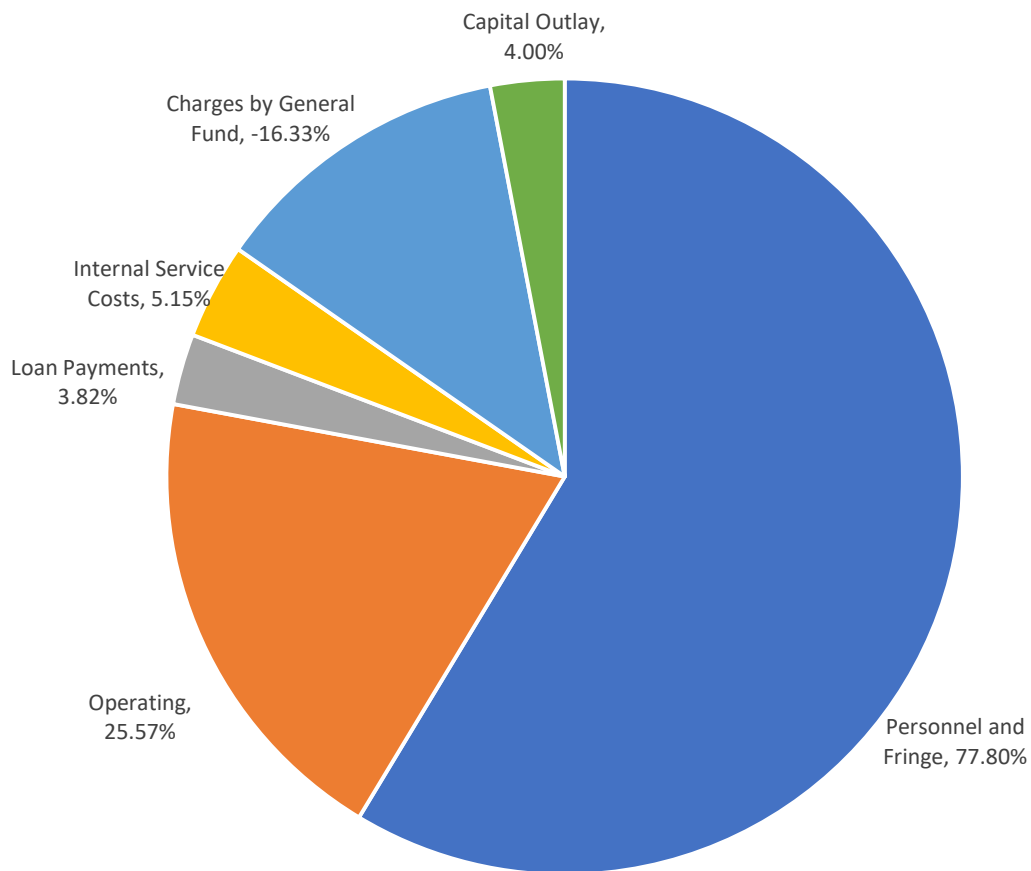
General Fund Revenues

Revenues	Amount	Percent of Total
Taxes - Ad Valorem	\$8,770,115	46.06%
Other Taxes & License	\$4,770,150	25.05%
Unrestricted Intergovernmental	\$763,500	4.01%
Restricted Intergovernmental	\$413,500	2.17%
Permits & Fees	\$283,850	1.49%
Sales & Services	\$1,418,250	7.45%
All Other Revenues	\$439,800	2.31%
Other Financing Sources	\$2,180,600	11.45%
Grand Total	\$19,039,765	100.00%



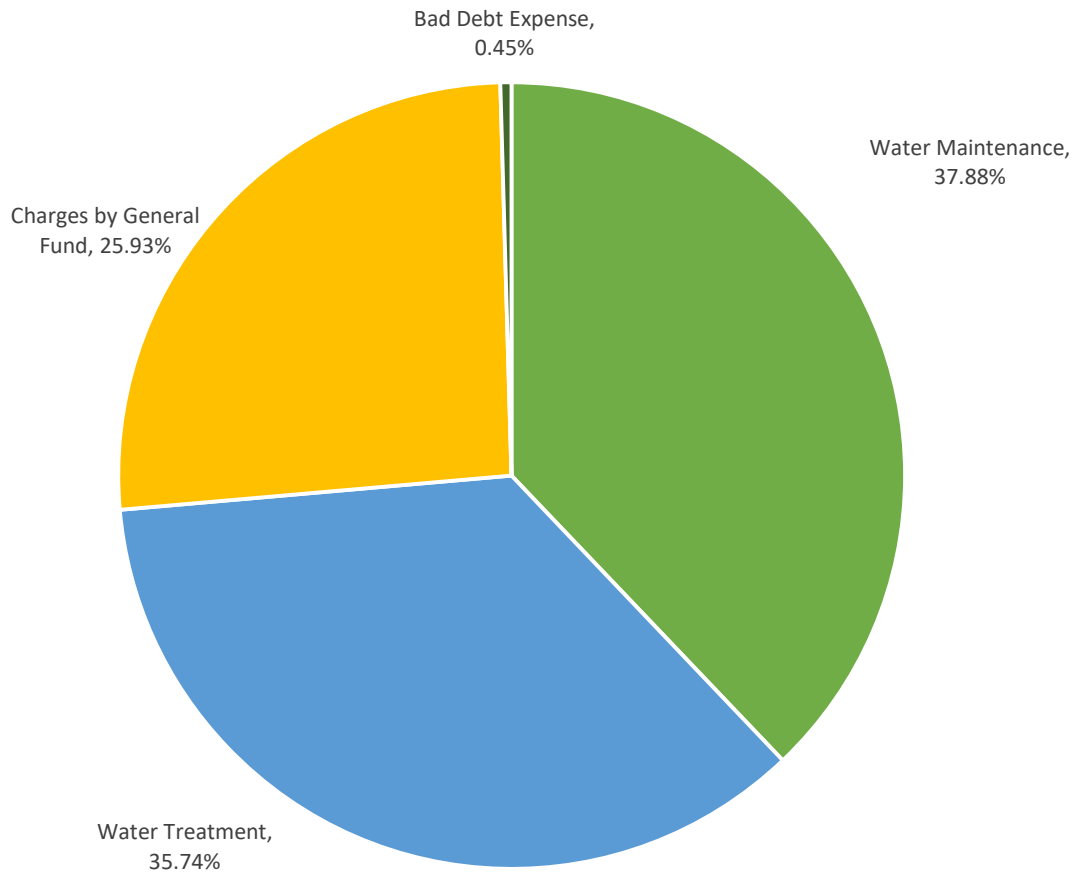
General Fund Expenditures

Expenditure Type	Amount	Percent of Total
Personnel and Fringe	\$14,812,543	77.80%
Operating	\$4,868,241	25.57%
Loan Payments	\$727,902	3.82%
Internal Service Costs	\$980,195	5.15%
Charges by General Fund	(\$3,110,116)	-16.33%
Capital Outlay	\$761,000	4.00%
Grand Total	\$19,039,765	100.00%



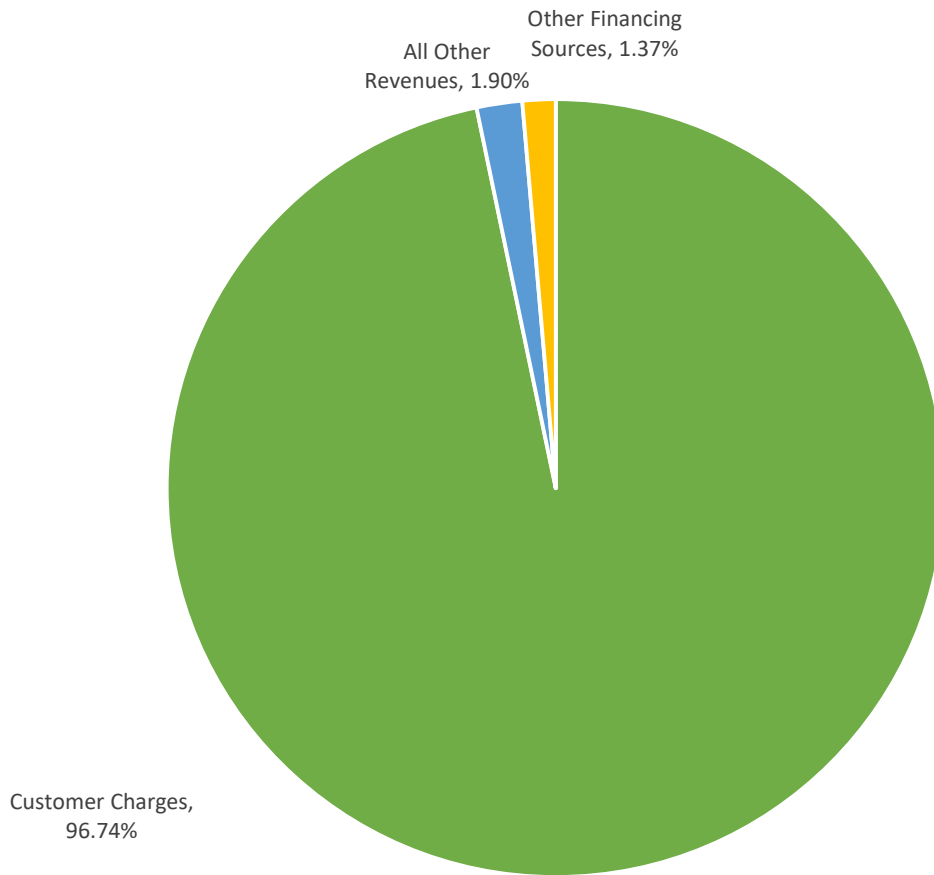
Water Fund

Department	Amount	Percent of Total
Water Maintenance	\$1,339,310	37.88%
Water Treatment	\$1,263,390	35.74%
Charges by General Fund	\$916,717	25.93%
Bad Debt Expense	\$16,000	0.45%
Total	\$3,535,417	100.00%



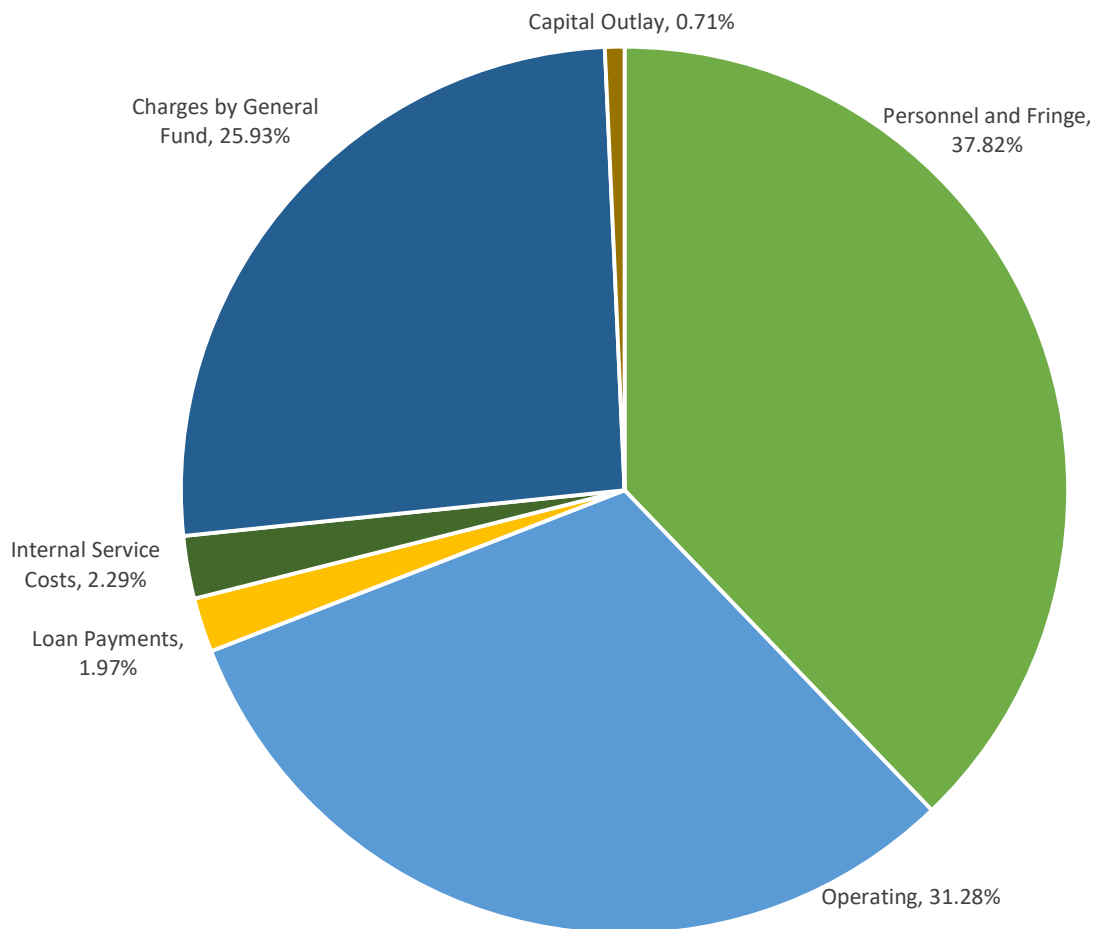
Water Fund Revenues

Revenues	Amount	Percent of Total
Customer Charges	\$3,420,000	96.74%
All Other Revenues	\$67,000	1.90%
Other Financing Sources	\$48,417	1.37%
Grand Total	\$3,535,417	100.00%



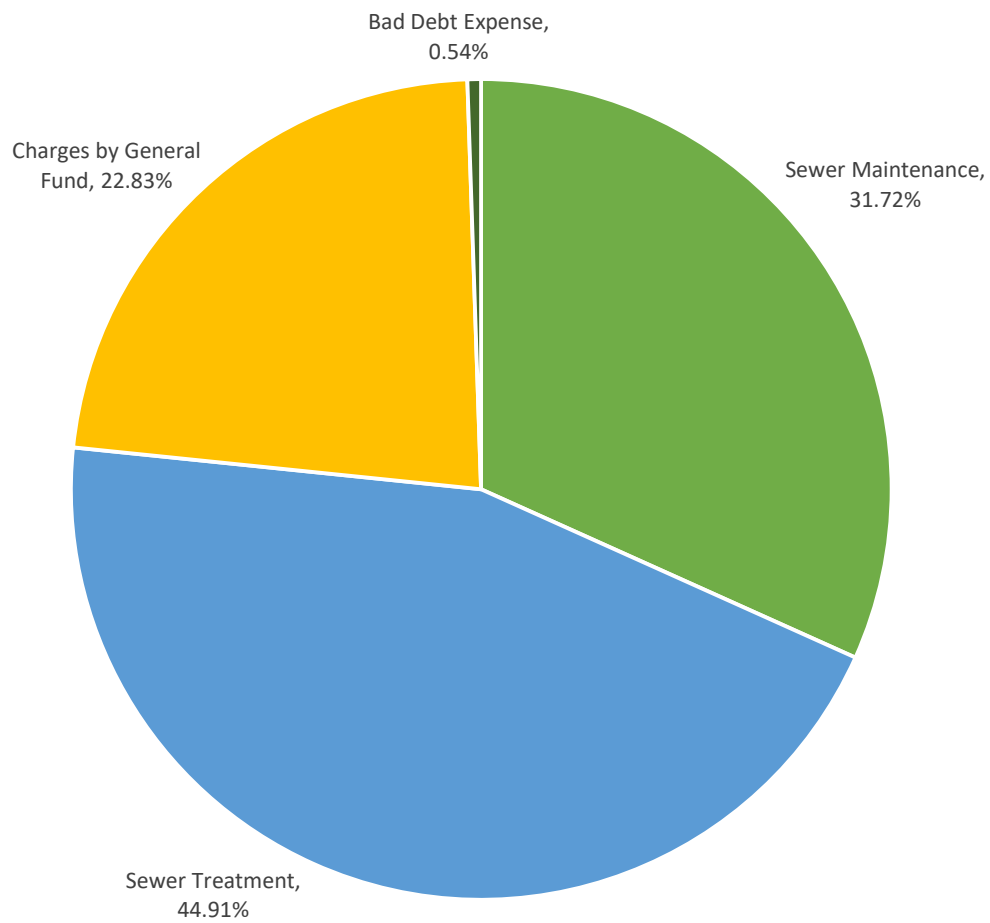
Water Fund Expenditures

Expenditure Type	Amount	Percent of Total
Personnel and Fringe	\$1,337,145	37.82%
Operating	\$1,105,750	31.28%
Loan Payments	\$69,720	1.97%
Internal Service Costs	\$81,085	2.29%
Charges by General Fund	\$916,717	25.93%
Capital Outlay	\$25,000	0.71%
Grand Total	\$3,535,417	100.00%



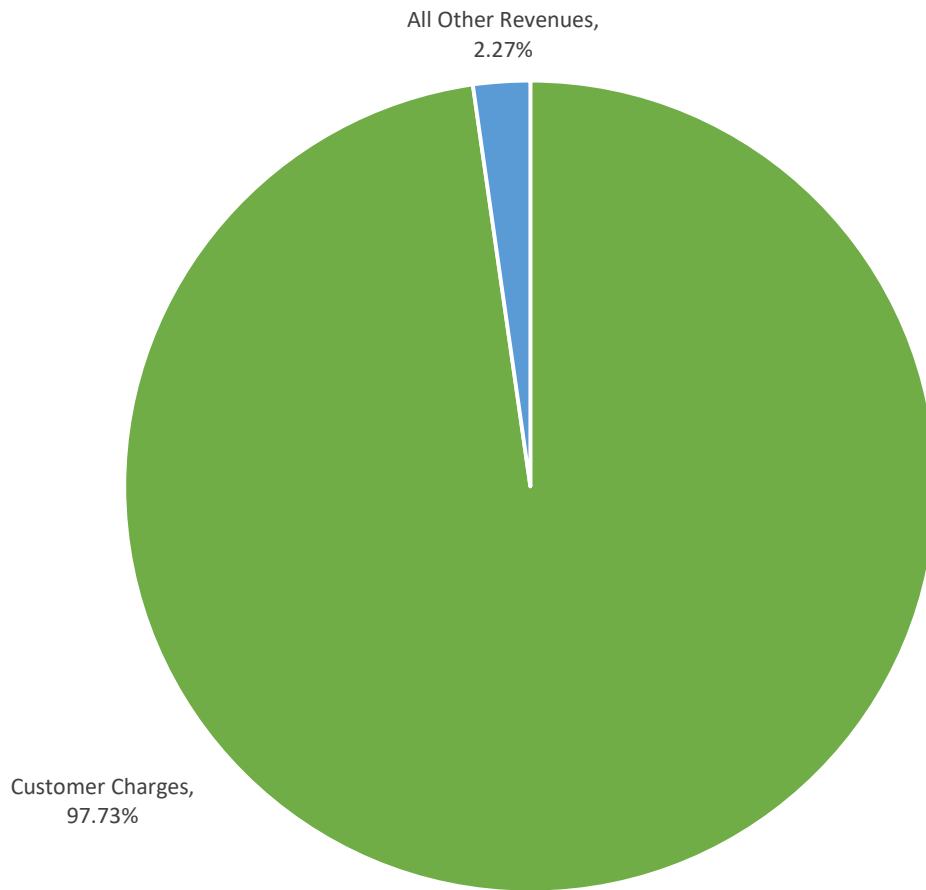
Sewer Fund

Department	Amount	Percent of Total
Sewer Maintenance	\$1,259,419	31.72%
Sewer Treatment	\$1,783,045	44.91%
Charges by General Fund	\$906,181	22.83%
Bad Debt Expense	\$21,355	0.54%
Total	\$3,970,000	100.00%



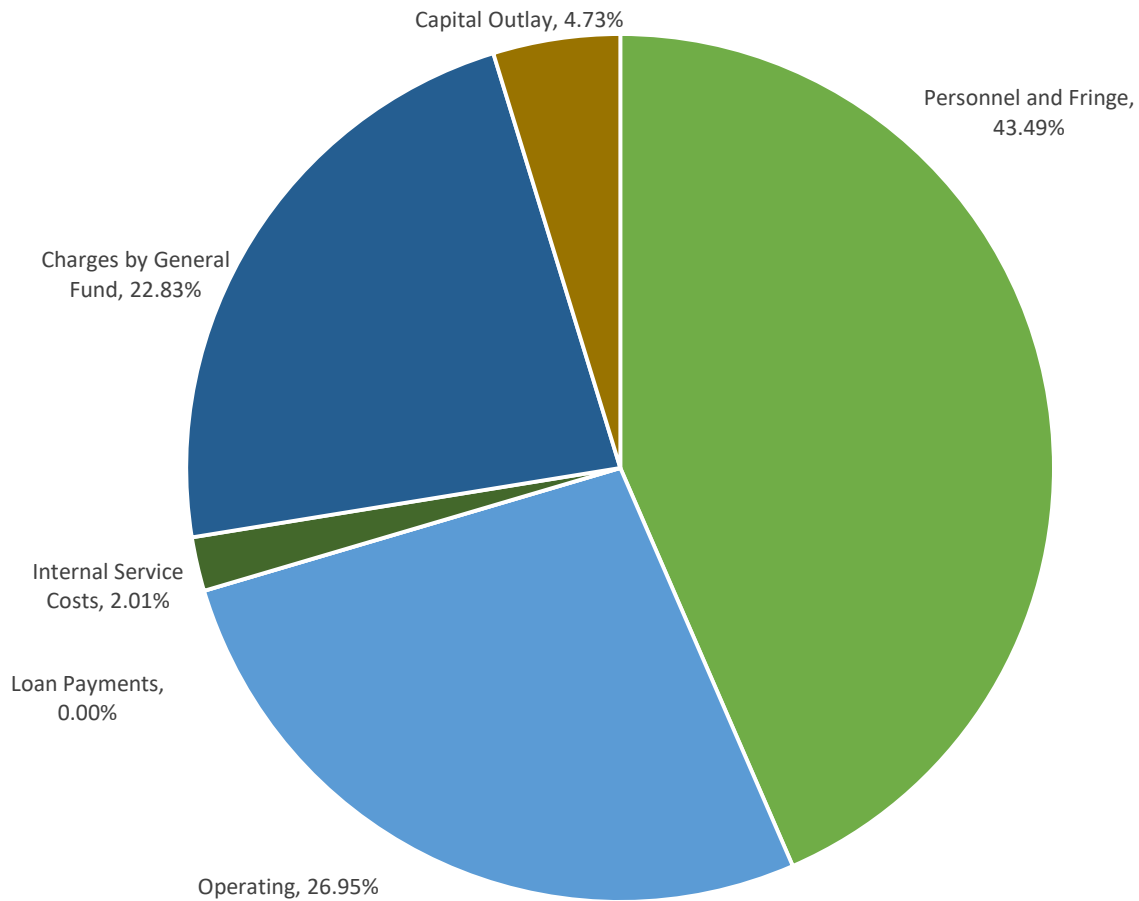
Sewer Fund Revenues

Revenues	Amount	Percent of Total
Customer Charges	\$3,880,000	97.73%
All Other Revenues	\$90,000	2.27%
Grand Total	\$3,970,000	100.00%



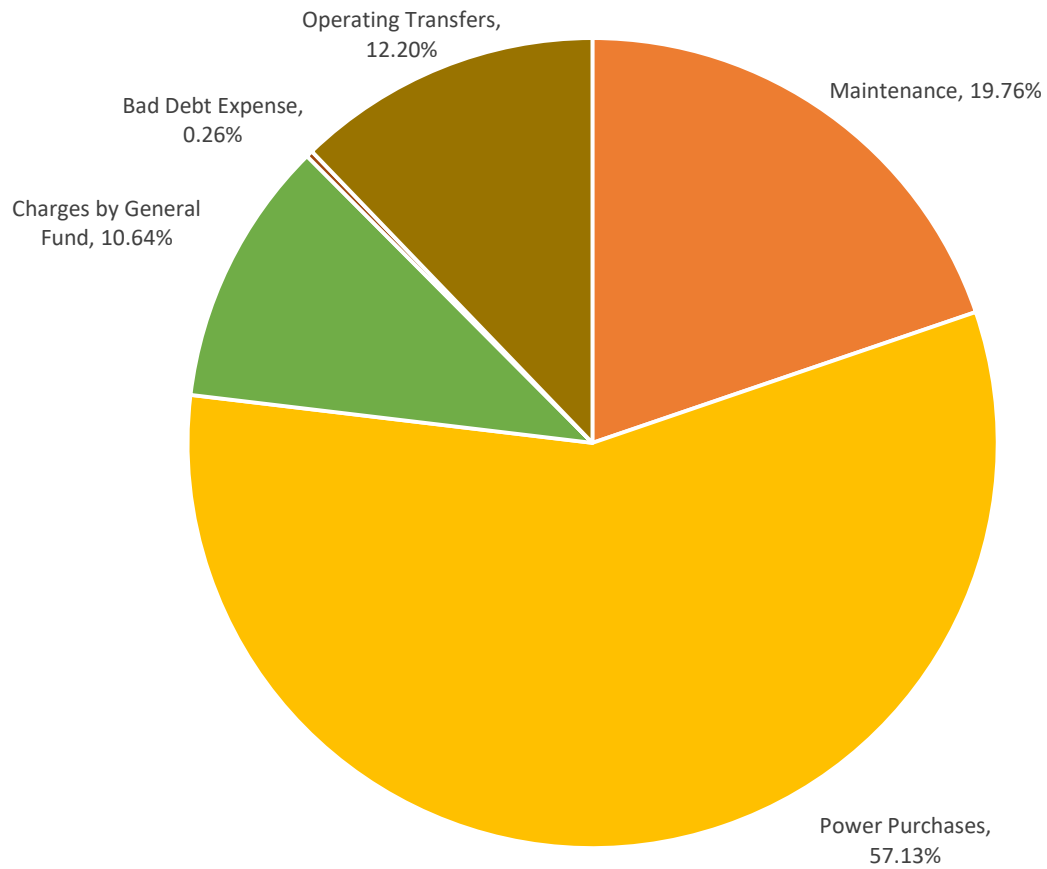
Sewer Fund Expenditures

Expenditure Type	Amount	Percent of Total
Personnel and Fringe	\$1,726,365	43.49%
Operating	\$1,069,755	26.95%
Loan Payments	\$0	0.00%
Internal Service Costs	\$79,960	2.01%
Charges by General Fund	\$906,181	22.83%
Capital Outlay	\$187,739	4.73%
Grand Total	\$3,970,000	100.00%



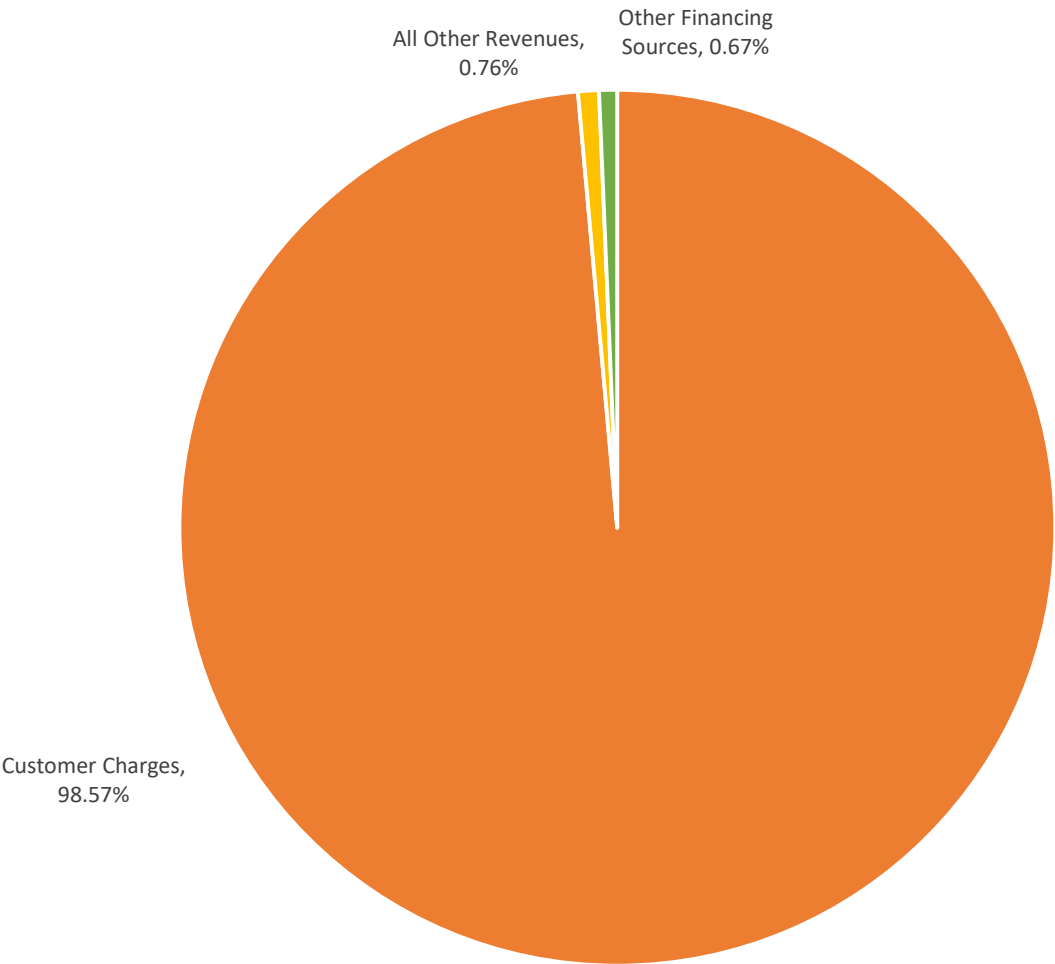
Electric Fund

Department	Amount	Percent of Total
Maintenance	\$2,238,050	19.76%
Power Purchases	\$6,470,000	57.13%
Charges by General Fund	\$1,205,128	10.64%
Bad Debt Expense	\$30,000	0.26%
Operating Transfers	\$1,381,430	12.20%
Total	\$11,324,608	100.00%



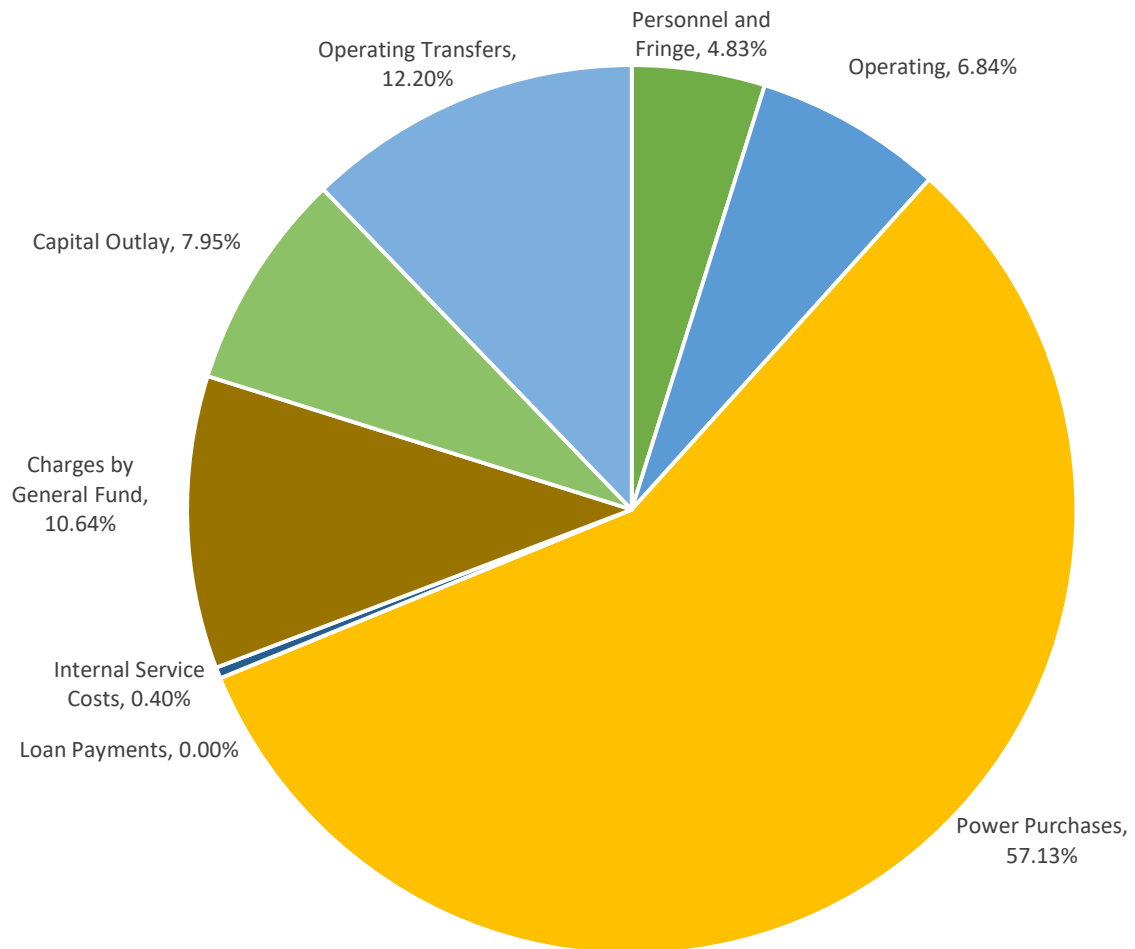
Electric Fund Revenues

Revenues	Amount	Percent of Total
Customer Charges	\$11,162,500	98.57%
All Other Revenues	\$86,000	0.76%
Other Financing Sources	\$76,108	0.67%
Grand Total	\$11,324,608	100.00%



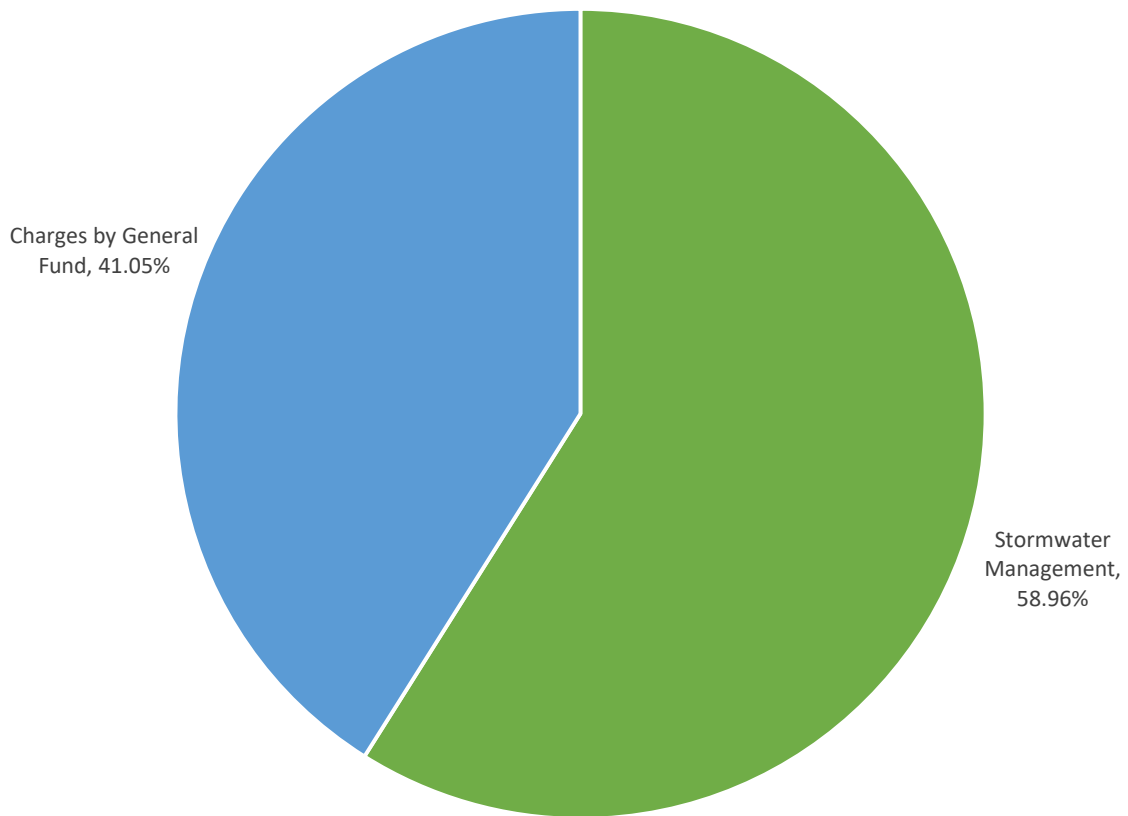
Electric Fund Expenditures

Expenditure Type	Amount	Percent of Total
Personnel and Fringe	\$547,510	4.83%
Operating	\$775,000	6.84%
Power Purchases	\$6,470,000	57.13%
Loan Payments	\$0	0.00%
Internal Service Costs	\$45,540	0.40%
Charges by General Fund	\$1,205,128	10.64%
Capital Outlay	\$900,000	7.95%
Operating Transfers	\$1,381,430	12.20%
Grand Total	\$11,324,608	100.00%



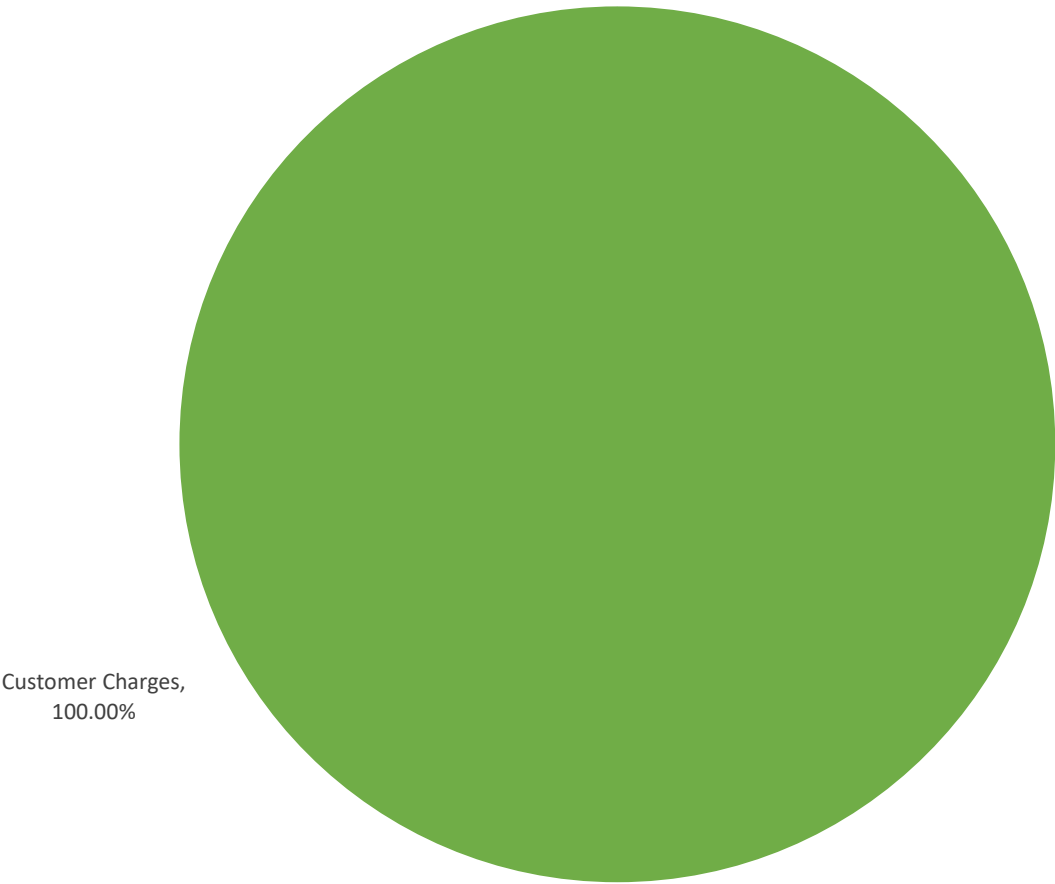
Stormwater Fund

Department	Amount	Percent of Total
Stormwater Management	\$117,910	58.96%
Charges by General Fund	\$82,090	41.05%
Total	\$200,000	100.00%



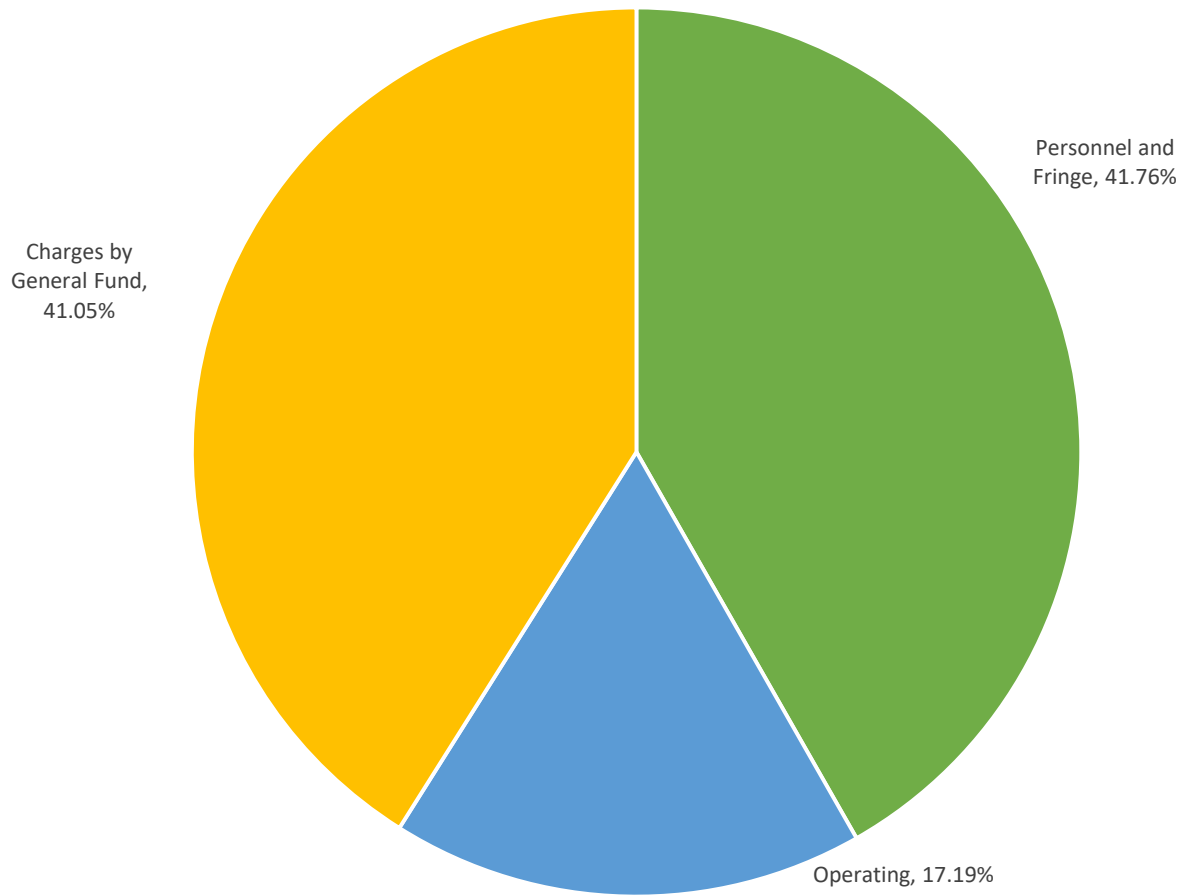
Stormwater Fund Revenues

Revenues	Amount	Percent of Total
Customer Charges	\$200,000	100.00%
Grand Total	\$200,000	100.00%



Stormwater Fund Expenditures

Expenditure Type	Amount	Percent of Total
Personnel and Fringe	\$83,525	41.76%
Operating	\$34,385	17.19%
Charges by General Fund	\$82,090	41.05%
Grand Total	\$200,000	100.00%



Line Item Budgets

General Fund - Revenues

Account Description	FY24 Budget	FY25 Recommended
AD VALOREM TAXES		
Ad Valorem Taxes	\$ 6,426,400	\$ 7,375,500
DWA Taxes	106,400	109,300
Motor Vehicle Tax	500,000	569,415
MV Rental Tax	20,000	25,000
Fire Tax	635,750	635,900
Ad Valorem Tax Refunds	(3,500)	(1,500)
Penalties And Interest	50,000	55,000
Advertising	1,500	1,500
Total	7,736,550	8,770,115
OTHER TAXES		
Sales Tax	4,500,000	4,680,000
Cable Television Tax	100,000	90,000
Business Registration	150	150
Total	4,600,150	4,770,150
UNRESTRICTED INTERGOVERNMENTAL		
Beer and Wine Tax	40,000	40,000
Court Facilities Fees	1,500	1,500
Franchise Tax	722,000	722,000
Total	763,500	763,500
RESTRICTED INTERGOVERNMENTAL		
Powell Bill Revenue	390,000	405,000
Solid Waste Disposal Tax Dist.	7,500	7,500
Investment Earnings-Powell Bill	1,000	1,000
Stormwater Grant	400,000	-
Total	798,500	413,500
PERMITS AND FEES		
Building Permits	175,000	175,000
Connect & Reconnect Fees	50,000	55,000
Late Payment Penalties	30,000	35,000
Sign Permits	4,000	4,000
Planning Fees	10,000	8,000
Occupancy Use Fees	3,000	3,000
Clean Up/Demolition Revenue	1,000	-
Rezoning Fees	1,000	2,000
ABC Inspection	750	750
Fire Inspections	300	300
Temporary Use - Food Trucks	500	300
Homeowners Recovery Fund	(400)	500
Total	275,150	283,850

SALES & SERVICES		
Adult & Children Programs	115,000	125,000
Adult and Children - Armory	10,000	10,000
Cemetery After Hours Call Out	500	1,000
Cemetery Lot Sales	22,000	20,000
Columbarium Sales	2,000	2,000
Commercial Sanitation Fees	115,000	115,000
Cremation Open / Close	1,000	1,500
Cremation Space - In Ground	1,750	1,500
Daily Passes - Recreation Dept	70,000	75,000
DWC Revenue	30,000	35,000
Facility Rental-Armory	1,500	1,500
Police Contract Services	170,000	170,000
Rec - Resale - Vending & Other	1,500	250
Recreation - Commissions	500	500
Recreation Memberships	255,000	255,000
Recreation Rental	25,000	30,000
Residential Sanitation	575,000	575,000
Total	1,395,750	1,418,250
OTHER REVENUES		
Bad Check Charges	2,000	2,500
Miscellaneous Revenue	30,000	27,200
Parking Tickets	100	100
Public Art Donations	5,000	5,000
Rents	80,000	80,000
Sale of Materials/Fixed Assets	25,000	25,000
Investment Income	200,000	300,000
Total	342,100	439,800
OTHER FINANCING SOURCES		
ABC Distribution - General	100,000	150,000
ABC Distribution - Law Enf.	36,000	36,000
ABC Distribution - Rehab	30,000	30,000
Fund Balance App. Powell Bill	15,000	100,000
Fund Balance Appropriated	14,675	589,000
Transfer from Cemetery Fund	70,000	-
Transfer From Electric Fund	1,275,600	1,275,600
Total	1,541,275	2,180,600
General Fund Total	\$ 17,452,975	\$ 19,039,765

General Fund - Expenditures

ACCOUNT ID	Description	FY24 Budget	FY25 Recommended
Governing Board			
10-4110-00-511210	Regular Pay	\$ 44,215	\$ 44,215
10-4110-00-511810	FICA	\$ 3,382	\$ 3,382
10-4110-00-511830	Hospital Expense	\$ 55,000	\$ 47,200
10-4110-00-511832	Life Insurance Expense	\$ 252	\$ 700
10-4110-00-511833	Dental Insurance	\$ 2,400	\$ 2,400
10-4110-00-511840	Health Reimburse Expense - Reg	\$ 6,800	\$ 7,300
10-4110-00-511850	Unemployment Ins. Expense	\$ 50	\$ 50
10-4110-00-511860	Workers Comp. Expense	\$ 1,000	\$ 1,000
10-4110-00-521920	Legal Fees	\$ 15,000	\$ 13,200
10-4110-00-521990	Prof. Services/Consultant Fees	\$ 1,500	\$ -
10-4110-00-532920	Materials And Supplies	\$ 8,000	\$ 8,000
10-4110-00-533180	Travel And Training	\$ 2,000	\$ 2,000
10-4110-00-533210	Telephone	\$ -	\$ -
10-4110-00-533990	Election Services Contract	\$ 15,000	\$ -
10-4110-00-534510	Property And Gen. Liab. Ins.	\$ 6,000	\$ 6,800
10-4110-00-534580	Other Insurance Costs	\$ -	\$ -
10-4110-00-534910	Dues Memberships And Subscript	\$ 26,000	\$ 25,000
10-4110-00-548000	Charges to Other Funds	\$ (139,950)	\$ (120,930)
10-4110-00-548100	Internal Service Costs	\$ -	\$ -
	Governing Board Total	\$ 46,649	\$ 40,317
Administration			
10-4120-00-511210	Regular Pay	\$ 440,400	\$ 463,750
10-4120-00-511220	Overtime Pay	\$ -	\$ -
10-4120-00-511230	Temporary And Part Time Pay	\$ 2,000	\$ 2,000
10-4120-00-511810	FICA	\$ 33,850	\$ 35,600
10-4120-00-511820	Retirement Expense	\$ 53,545	\$ 63,350
10-4120-00-511825	401k Expense - Administration	\$ 22,025	\$ 23,200
10-4120-00-511830	Hospital Expense	\$ 60,000	\$ 55,500
10-4120-00-511831	Retired Employee Ins. Exp	\$ 16,200	\$ -
10-4120-00-511832	Life Insurance Expense	\$ 750	\$ 700
10-4120-00-511833	Dental Insurance	\$ 2,500	\$ 2,500
10-4120-00-511840	Health Reimburs Expense - Reg	\$ 6,800	\$ 7,300
10-4120-00-511841	Health Reimburse Exp - Ret	\$ 2,725	\$ -
10-4120-00-511845	Health and Wellness	\$ 10,000	\$ 10,000
10-4120-00-511850	Unemployment Ins. Expense	\$ 500	\$ 500
10-4120-00-511860	Workers Comp. Expense	\$ 6,500	\$ 6,500
10-4120-00-521920	Legal Fees	\$ 30,000	\$ 15,000
10-4120-00-521930	Deductibles & Medical Fees	\$ 30,000	\$ 20,000
10-4120-00-521970	Preemployment Background/Drug	\$ -	\$ 10,000
10-4120-00-521990	Prof. Services/Consultant Fees	\$ 40,000	\$ 20,000
10-4120-00-532120	Uniform Expense	\$ 1,500	\$ 1,500
10-4120-00-532510	Gas	\$ 1,050	\$ 1,050
10-4120-00-532520	Tires	\$ 230	\$ 220
10-4120-00-532530	Vehicle Repairs/Maintenance	\$ 1,460	\$ 1,620
10-4120-00-532920	Materials And Supplies	\$ 15,000	\$ 15,000
10-4120-00-532930	Data Processing Supplies	\$ 15,000	\$ 15,000
10-4120-00-533180	Travel And Training	\$ 20,000	\$ 20,000
10-4120-00-533210	Telephone	\$ 14,500	\$ 14,500

10-4120-00-533250	Postage	\$ 55,000	\$ 55,000
10-4120-00-533520	Equipment Repairs/Maintenance	\$ 15,000	\$ 15,000
10-4120-00-533700	Other Advertising	\$ 5,000	\$ 5,500
10-4120-00-533910	Legal Notice	\$ 4,000	\$ 4,000
10-4120-00-534390	Equipment Rentals	\$ 1,600	\$ -
10-4120-00-534490	Other Contractual Service	\$ 25,000	\$ 10,000
10-4120-00-534510	Property And Gen. Liab. Ins.	\$ 5,000	\$ 5,000
10-4120-00-534520	Vehicle Insurance	\$ 500	\$ 500
10-4120-00-534910	Dues Memberships And Subscript	\$ 10,000	\$ 10,000
10-4120-00-534990	Miscellaneous	\$ 10,000	\$ 10,000
10-4120-00-545400	Vehicles	\$ -	\$ -
10-4120-00-545500	Equipment	\$ -	\$ -
10-4120-00-545900	Capital Improvements	\$ -	\$ -
10-4120-00-546000	Loan Payments	\$ -	\$ -
10-4120-00-548000	Charges to Other Funds	\$ (704,500)	\$ (689,860)
10-4120-00-548100	Internal Service Costs	\$ -	\$ -
	Administration Total	\$ 253,135	\$ 229,930
Downtown			
10-4125-00-511210	Regular Pay	\$ 55,000	\$ 56,270
10-4125-00-511230	Temporary And Part Time Pay	\$ 16,000	\$ 16,000
10-4125-00-511810	FICA	\$ 5,450	\$ 5,530
10-4125-00-511820	Retirement Expense	\$ 6,690	\$ 7,690
10-4125-00-511825	401K Expense	\$ 2,750	\$ 2,820
10-4125-00-511830	Hospital Expense	\$ 8,100	\$ 8,100
10-4125-00-511831	Retired Employee Ins. Exp	\$ -	\$ -
10-4125-00-511832	Life Insurance Expense	\$ 170	\$ 150
10-4125-00-511833	Dental Insurance	\$ 650	\$ 450
10-4125-00-511840	Health Reimburs Expense - Reg	\$ 1,400	\$ 1,460
10-4125-00-511841	Health Reimburse Exp - Ret	\$ -	\$ -
10-4125-00-511850	Unemployment Ins. Expense	\$ 100	\$ 50
10-4125-00-511860	Workers Comp. Expense	\$ 200	\$ 200
10-4125-00-521920	Legal Fees	\$ 1,500	\$ -
10-4125-00-521990	Prof. Services/Consultant Fees	\$ 27,000	\$ 25,000
10-4125-00-532120	Uniform Expense	\$ 400	\$ 400
10-4125-00-532920	Materials And Supplies	\$ 18,000	\$ 19,000
10-4125-00-533180	Travel And Training	\$ 10,000	\$ 10,000
10-4125-00-533210	Telephone	\$ 1,600	\$ 780
10-4125-00-533520	Equipment Repairs/Maintenance	\$ -	\$ -
10-4125-00-533700	Other Advertising	\$ 20,000	\$ 23,000
10-4125-00-534390	Equipment Rentals	\$ 8,000	\$ 8,500
10-4125-00-534490	Other Contractual Service	\$ 15,000	\$ 10,000
10-4125-00-534910	Dues Memberships And Subscript	\$ 2,000	\$ 2,000
10-4125-00-534990	Miscellaneous	\$ 1,000	\$ 1,000
10-4125-00-545400	Vehicles	\$ -	\$ -
10-4125-00-545500	Equipment	\$ -	\$ -
10-4125-00-545900	Capital Improvements	\$ -	\$ -
	Downtown Total	\$ 201,010	\$ 198,400
Finance			
10-4130-00-511210	Regular Pay	\$ 789,570	\$ 879,260
10-4130-00-511220	Overtime Pay	\$ 13,000	\$ 12,000
10-4130-00-511230	Temporary And Part Time Pay	\$ 33,000	\$ 34,000
10-4130-00-511810	FICA	\$ 63,925	\$ 70,790

10-4130-00-511820	Retirement Expense	\$ 96,010	\$ 120,110
10-4130-00-511825	401k Expense - Finance	\$ 39,480	\$ 43,970
10-4130-00-511830	Hospital Expense	\$ 170,000	\$ 148,000
10-4130-00-511831	Retired Employee Ins. Exp	\$ 16,200	\$ 32,400
10-4130-00-511832	Life Insurance Expense	\$ 1,500	\$ 2,250
10-4130-00-511833	Dental Insurance	\$ 5,200	\$ 8,000
10-4130-00-511840	Health Reimburs Expense - Reg	\$ 23,100	\$ 24,800
10-4130-00-511841	Health Reimburs Exp - Ret	\$ 2,725	\$ 4,375
10-4130-00-511850	Unemployment Ins. Expense	\$ 1,000	\$ 1,000
10-4130-00-511860	Workers Comp. Expense	\$ 14,000	\$ 12,000
10-4130-00-521910	Accounting	\$ 65,000	\$ 65,000
10-4130-00-521940	County Tax Collection Fees	\$ 18,000	\$ 25,000
10-4130-00-521990	Prof. Services/Consultant Fees	\$ 20,000	\$ 18,000
10-4130-00-532120	Uniform Expense	\$ 7,400	\$ 7,000
10-4130-00-532510	Gas	\$ 7,175	\$ 7,175
10-4130-00-532520	Tires	\$ 1,900	\$ 1,810
10-4130-00-532530	Vehicle Repairs/Maintenance	\$ 12,000	\$ 13,340
10-4130-00-532920	Materials And Supplies	\$ 44,700	\$ 46,000
10-4130-00-533180	Travel And Training	\$ 17,400	\$ 20,000
10-4130-00-533210	Telephone	\$ 8,600	\$ 8,600
10-4130-00-533310	Electricity	\$ 12,000	\$ 10,000
10-4130-00-533330	Propane Gas	\$ 10,000	\$ 5,000
10-4130-00-533340	Water	\$ 500	\$ 500
10-4130-00-533350	Sewer	\$ 600	\$ 500
10-4130-00-533410	Printing	\$ 30,000	\$ 30,000
10-4130-00-533510	Building Repairs & Maintenance	\$ 4,500	\$ 4,500
10-4130-00-533520	Equipment Repairs/Maintenance	\$ 127,500	\$ 50,000
10-4130-00-533700	Other Advertising	\$ 4,000	\$ 4,000
10-4130-00-534390	Equipment Rentals	\$ 1,500	\$ 1,500
10-4130-00-534510	Property And Gen. Liab. Ins.	\$ 16,200	\$ 20,000
10-4130-00-534520	Vehicle Insurance	\$ 1,811	\$ 1,500
10-4130-00-534530	Bonds	\$ 6,000	\$ 7,000
10-4130-00-534910	Dues Memberships And Subscript	\$ 1,000	\$ 1,500
10-4130-00-534911	Accounting Software Subscription	\$ -	\$ 130,000
10-4130-00-534920	Bad Debt Expense	\$ 5,000	\$ 5,000
10-4130-00-545400	Vehicles	\$ -	\$ -
10-4130-00-545500	Equipment	\$ -	\$ 19,000
10-4130-00-546000	Loan Payments	\$ -	\$ -
10-4130-00-548000	Charges to Other Funds	\$ (1,268,688)	\$ (1,421,160)
10-4130-00-548100	Internal Service Costs	\$ -	\$ -
	Finance Total	\$ 422,808	\$ 473,720
Public Works			
10-4260-00-511210	Regular Pay	\$ 411,700	\$ 425,900
10-4260-00-511220	Overtime Pay	\$ 3,500	\$ 3,500
10-4260-00-511230	Temporary And Part Time Pay	\$ 1,000	\$ 2,500
10-4260-00-511810	FICA	\$ 31,850	\$ 33,040
10-4260-00-511820	Retirement Expense	\$ 50,055	\$ 58,175
10-4260-00-511825	401k Expense Public Buildings	\$ 20,600	\$ 21,300
10-4260-00-511830	Hospital Expense	\$ 84,000	\$ 83,100
10-4260-00-511831	Retired Employee Ins. Exp	\$ 8,100	\$ 10,800
10-4260-00-511832	Life Insurance Expense	\$ 1,000	\$ 1,000
10-4260-00-511833	Dental Insurance	\$ 2,000	\$ 3,200

10-4260-00-511840	Health Reimburs Expense - Reg	\$ 9,500	\$ 10,150
10-4260-00-511841	Health Reimburse Exp - Ret	\$ 1,400	\$ 2,900
10-4260-00-511850	Unemployment Ins. Expense	\$ 750	\$ 500
10-4260-00-511860	Workers Comp. Expense	\$ 9,000	\$ 8,000
10-4260-00-521920	Legal Fees	\$ 5,000	\$ 5,000
10-4260-00-521990	Prof. Services/Consultant Fees	\$ 19,000	\$ 25,000
10-4260-00-532120	Uniform Expense	\$ 8,000	\$ 8,000
10-4260-00-532510	Gas	\$ 7,000	\$ 7,000
10-4260-00-532520	Tires	\$ 2,120	\$ 2,020
10-4260-00-532530	Vehicle Repairs/Maintenance	\$ 13,390	\$ 14,880
10-4260-00-532920	Materials And Supplies	\$ 70,000	\$ 80,000
10-4260-00-532920-10012	Public Art-Materials And Supplies	\$ -	\$ 2,500
10-4260-00-533180	Travel And Training	\$ 11,500	\$ 11,500
10-4260-00-533210	Telephone	\$ 12,000	\$ 12,000
10-4260-00-533310	Electricity	\$ 65,000	\$ 70,000
10-4260-00-533330	Propane Gas	\$ -	\$ 2,500
10-4260-00-533340	Water	\$ 1,000	\$ 1,500
10-4260-00-533350	SEWER	\$ 1,100	\$ 2,000
10-4260-00-533360	Commercial Fee/or Dumpster	\$ -	\$ 1,320
10-4260-00-533510	Building Repairs & Maintenance	\$ 35,000	\$ 40,000
10-4260-00-533520	Equipment Repairs/Maintenance	\$ 10,500	\$ 10,000
10-4260-00-534110	Lease Parking	\$ 26,000	\$ 35,000
10-4260-00-534120	Lease Bldg.	\$ -	\$ -
10-4260-00-534490	Other Contractual Service	\$ 335,000	\$ 352,000
10-4260-00-534510	Property And Gen. Liab. Ins.	\$ 5,000	\$ 6,000
10-4260-00-534520	Vehicle Insurance	\$ 2,500	\$ 2,500
10-4260-00-534910	Dues Memberships And Subscript	\$ 12,600	\$ 12,600
10-4260-00-545400	Vehicles	\$ -	\$ -
10-4260-00-545900	Capital Improvements	\$ 25,000	\$ -
10-4260-00-546000	Loan Payments	\$ 108,800	\$ 106,830
10-4260-00-548000	Charges to Other Funds	\$ (761,357)	\$ (796,076)
	Public Works Total	\$ 648,608	\$ 678,139
Police Dept			
10-4310-00-511210	Regular Pay	\$ 2,594,000	\$ 2,995,500
10-4310-00-511220	Overtime Pay	\$ 175,000	\$ 232,920
10-4310-00-511230	Temporary And Part Time Pay	\$ 125,000	\$ 105,000
10-4310-00-511280	Separation Pay - Police	\$ 97,000	\$ 103,600
10-4310-00-511290	Police Contract Service Exp.	\$ -	\$ -
10-4310-00-511810	FICA	\$ 228,800	\$ 260,870
10-4310-00-511820	Retirement Expense	\$ 338,260	\$ 455,180
10-4310-00-511825	401k Expense-Police	\$ 129,700	\$ 151,320
10-4310-00-511830	Hospital Expense	\$ 600,000	\$ 635,500
10-4310-00-511831	Retired Employee Ins. Exp	\$ 105,280	\$ 83,100
10-4310-00-511832	Life Insurance Expense	\$ 6,500	\$ 6,700
10-4310-00-511833	Dental Insurance	\$ 14,000	\$ 23,200
10-4310-00-511840	Health Reimburs Expense - Reg	\$ 67,800	\$ 73,800
10-4310-00-511841	Health Reimburse Exp - Ret	\$ 17,650	\$ 16,000
10-4310-00-511850	Unemployment Ins. Expense	\$ 3,500	\$ 3,500
10-4310-00-511860	Workers Comp. Expense	\$ 60,000	\$ 50,000
10-4310-00-513920	Laundry & Cleaning Allowance	\$ 14,500	\$ 14,500
10-4310-00-521990	Prof. Services/Consultant Fees	\$ 20,000	\$ 20,000
10-4310-00-532120	Uniform Expense	\$ 46,000	\$ 46,000

10-4310-00-532510	Gas	\$ 119,000	\$ 119,000
10-4310-00-532520	Tires	\$ 34,530	\$ 32,890
10-4310-00-532530	Vehicle Repairs/Maintenance	\$ 218,030	\$ 242,330
10-4310-00-532920	Materials And Supplies	\$ 130,000	\$ 130,000
10-4310-00-532940	PD Civilian Volunteers	\$ 4,000	\$ 4,000
10-4310-00-533180	Travel And Training	\$ 36,000	\$ 36,000
10-4310-00-533210	Telephone	\$ 34,000	\$ 34,000
10-4310-00-533310	Electricity	\$ 1,500	\$ 1,500
10-4310-00-533520	Equipment Repairs/Maintenance	\$ 60,000	\$ 60,000
10-4310-00-534390	Equipment Rentals	\$ 13,500	\$ 13,500
10-4310-00-534510	Property And Gen. Liab. Ins.	\$ 49,000	\$ 58,000
10-4310-00-534520	Vehicle Insurance	\$ 10,000	\$ 10,000
10-4310-00-534580	Other Insurance Costs	\$ 10,000	\$ 10,000
10-4310-00-534910	Dues Memberships And Subscript	\$ 26,000	\$ 91,550
10-4310-00-534995	Special Operations Expense	\$ 10,000	\$ 10,000
10-4310-00-545400	Vehicles	\$ -	\$ -
10-4310-00-545500	Equipment	\$ 7,175	\$ 22,000
10-4310-00-545900	Capital Improvements	\$ -	\$ -
10-4310-00-546000	Loan Payments	\$ -	\$ -
10-4310-00-548100	Internal Service Costs	\$ -	\$ -
10-4315-532920-10002	Donations-Materials & Supplies	\$ -	\$ 5,000
10-4315-532920-30006	NC Unauth Sub-Materials & Supplies	\$ -	\$ 3,000
10-4315-532920-50013	SWAT-Materials & Supplies	\$ -	\$ 4,000
104315-533180-30006	NC Unauth Sub-Training	\$ -	\$ 5,000
10-4315-533180-50002	Fed Forfeit-Training	\$ -	\$ -
10-4315-533180-50013	SWAT-Training	\$ -	\$ 2,000
10-4315-545500-50014	Equipment - K9 grant	\$ 10,000	\$ -
	Police Total	\$ 5,415,725	\$ 6,170,460
Fire Dept			
10-4340-00-511210	Regular Pay	\$ 961,870	\$ 1,124,645
10-4340-00-511220	Overtime Pay	\$ 10,000	\$ 12,500
10-4340-00-511230	Temporary And Part Time Pay	\$ 100,000	\$ 150,000
10-4340-00-511240	Volunteer Pay	\$ 20,000	\$ 20,000
10-4340-00-511810	FICA	\$ 83,530	\$ 100,010
10-4340-00-511820	Retirement Expense	\$ 116,970	\$ 153,640
10-4340-00-511825	401k Expense-Fire Department	\$ 48,100	\$ 56,240
10-4340-00-511830	Hospital Expense	\$ 250,000	\$ 272,495
10-4340-00-511831	Retired Employee Ins. Exp	\$ 8,100	\$ 8,100
10-4340-00-511832	Life Insurance Expense	\$ 2,500	\$ 2,500
10-4340-00-511833	Dental Insurance	\$ 7,200	\$ 8,646
10-4340-00-511840	Health Reimburse Expense - Reg	\$ 25,800	\$ 27,500
10-4340-00-511841	Health Reimburse Exp - Ret	\$ 1,360	\$ 1,450
10-4340-00-511850	Unemployment Ins. Expense	\$ 1,400	\$ 1,400
10-4340-00-511860	Workers Comp. Expense	\$ 30,000	\$ 25,000
10-4340-00-513920	Laundry & Cleaning Allowance	\$ 6,840	\$ 6,840
10-4340-00-521940	Tax Collection & Advertising Fees	\$ 1,500	\$ 2,000
10-4340-00-521990	Prof. Services/Consultant Fees	\$ 29,670	\$ 41,000
10-4340-00-532120	Uniform Expense	\$ 18,000	\$ 20,000
10-4340-00-532510	Gas	\$ 28,000	\$ 28,000
10-4340-00-532520	Tires	\$ 8,260	\$ 7,870
10-4340-00-532530	Vehicle Repairs/Maintenance	\$ 52,170	\$ 57,980
10-4340-00-532920	Materials And Supplies	\$ 99,500	\$ 132,000

10-4340-00-533180	Travel And Training	\$ 17,000	\$ 18,000
10-4340-00-533210	Telephone	\$ 12,500	\$ 12,500
10-4340-00-533310	Electricity	\$ 19,000	\$ 19,000
10-4340-00-533320	Fuel Oil	\$ 1,000	\$ 1,000
10-4340-00-533340	Water	\$ 500	\$ 500
10-4340-00-533350	Sewer	\$ 800	\$ 800
10-4340-00-533360	Dumpster Fee	\$ 2,800	\$ 1,320
10-4340-00-533510	Building Repairs & Maintenance	\$ 15,000	\$ 17,500
10-4340-00-533520	Equipment Repairs/Maintenance	\$ 51,000	\$ 53,000
10-4340-00-534390	Equipment Rentals	\$ 1,250	\$ 1,250
10-4340-00-534510	Property And Gen. Liab. Ins.	\$ 38,000	\$ 45,000
10-4340-00-534520	Vehicle Insurance	\$ 4,000	\$ 5,500
10-4340-00-534580	Other Insurance Costs	\$ 500	\$ 3,000
10-4340-00-534910	Dues Memberships And Subscript	\$ 8,500	\$ 9,000
10-4340-00-545100	Land Purchase	\$ -	\$ -
10-4340-00-545400	Vehicles	\$ -	\$ -
10-4340-00-545500	Equipment	\$ -	\$ -
10-4340-00-545900	Capital Improvements	\$ -	\$ 570,000
10-4340-00-546000	Loan Payments	\$ 152,000	\$ 151,759
10-4340-00-548100	Internal Service Costs	\$ -	\$ -
	Fire Total	\$ 2,234,620	\$ 3,168,945
Streets & Sanitation			
10-4510-00-511210	Regular Pay	\$ 955,000	\$ 977,710
10-4510-00-511220	Overtime Pay	\$ 30,000	\$ 35,000
10-4510-00-511230	Temporary And Part Time Pay	\$ 10,000	\$ 15,000
10-4510-00-511810	FICA	\$ 76,000	\$ 78,620
10-4510-00-511820	Retirement Expense	\$ 117,450	\$ 133,560
10-4510-00-511825	401k Expense-Streets and Sant	\$ 48,100	\$ 48,890
10-4510-00-511830	Hospital Expense	\$ 295,000	\$ 278,800
10-4510-00-511831	Retired Employee Ins. Exp	\$ 24,300	\$ 24,300
10-4510-00-511832	Life Insurance Expense	\$ 2,500	\$ 3,400
10-4510-00-511833	Dental Insurance	\$ 10,500	\$ 11,200
10-4510-00-511840	Health Reimburse Expense - Reg	\$ 33,900	\$ 36,500
10-4510-00-511841	Health Reimburse Exp - Ret	\$ 4,100	\$ 4,400
10-4510-00-511850	Unemployment Ins. Expense	\$ 1,000	\$ 1,000
10-4510-00-511860	Workers Comp. Expense	\$ 25,000	\$ 22,000
10-4510-00-521990	Prof. Services/Consultant Fees	\$ 50,000	\$ 60,000
10-4510-00-532120	Uniform Expense	\$ 25,000	\$ 25,000
10-4510-00-532510	Gas	\$ 112,000	\$ 112,000
10-4510-00-532520	Tires	\$ 34,340	\$ 32,700
10-4510-00-532530	Vehicle Repairs/Maintenance	\$ 216,770	\$ 240,930
10-4510-00-532920	Materials And Supplies	\$ 285,000	\$ 295,000
10-4510-00-532920-70097	SIDEWALKS UNDER 1500	\$ 25,000	\$ 25,000
10-4510-00-533180	Travel And Training	\$ 6,000	\$ 12,000
10-4510-00-533210	Telephone	\$ 2,500	\$ 2,500
10-4510-00-533310	Electricity	\$ 220,000	\$ 225,000
10-4510-00-533330	Propane Gas	\$ -	\$ -
10-4510-00-533515	Landfill Road Maintenance	\$ 7,500	\$ 7,500
10-4510-00-533520	Equipment Repairs/Maintenance	\$ 20,000	\$ 25,000
10-4510-00-534390	Equipment Rentals	\$ 3,500	\$ 3,500
10-4510-00-534430	Infrastructure/Paving/Improv.	\$ -	\$ -
10-4510-00-534440	Grinding	\$ 35,000	\$ 35,000

10-4510-00-534450	Tipping Fees	\$ 40,000	\$ 45,000
10-4510-00-534490	Other Contractual Service	\$ 3,000	\$ 3,000
10-4510-00-534510	Property And Gen. Liab. Ins.	\$ 28,000	\$ 32,000
10-4510-00-534520	Vehicle Insurance	\$ 5,000	\$ 5,000
10-4510-00-534580	Other Insurance Costs	\$ 5,000	\$ 5,000
10-4510-00-534910	Dues Memberships And Subscript	\$ 1,500	\$ 1,500
10-4510-00-545400	Vehicles	\$ -	\$ -
10-4510-00-545500	Equipment	\$ -	\$ 100,000
10-4510-00-545900	Capital Improvements	\$ -	\$ -
10-4510-00-546000	Loan Payments	\$ -	\$ -
10-4130-00-548000	Charges to Other Funds	\$ -	\$ (82,090)
10-4510-00-548100	Internal Service Costs	\$ -	\$ -
	Streets & Sanitation Total	\$ 2,757,960	\$ 2,880,920
Powell Bill			
10-4560-00-521990	Prof. Services/Consultant Fees	\$ 10,000	\$ 10,000
10-4560-00-522000	R/R Crossing W/Gate Annual Cos	\$ 5,000	\$ 5,000
10-4560-00-532920	Materials And Supplies	\$ 25,000	\$ 25,000
10-4560-00-534430	Infrastructure/Paving/Improv.	\$ 300,000	\$ 400,000
10-4560-00-534430-30008	Sidewalks - New	\$ 50,000	\$ 50,000
10-4560-00-534490	Other Contractual Service	\$ 15,000	\$ 15,000
10-4560-00-534520	Vehicle Insurance	\$ -	\$ -
10-4560-00-545400	Vehicles	\$ -	\$ -
10-4560-00-545500	Equipment	\$ -	\$ -
10-4560-00-545900	Capital Improvements	\$ -	\$ -
	Powell Bill Total	\$ 405,000	\$ 505,000
Cemetery			
10-4740-00-511210	Regular Pay	\$ 107,400	\$ 110,560
10-4740-00-511220	Overtime Pay	\$ 1,000	\$ 1,000
10-4740-00-511230	Temporary And Part Time Pay	\$ -	\$ 5,000
10-4740-00-511810	FICA	\$ 8,290	\$ 8,920
10-4740-00-511820	Retirement Expense	\$ 13,060	\$ 15,110
10-4740-00-511825	401k Expense-Cemetery	\$ 5,370	\$ 5,530
10-4740-00-511830	Hospital Expense	\$ 43,100	\$ 27,900
10-4740-00-511831	Retired Employee Ins. Exp	\$ -	\$ -
10-4740-00-511832	Life Insurance Expense	\$ 400	\$ 400
10-4740-00-511833	Dental Insurance	\$ 2,500	\$ 1,500
10-4740-00-511840	Health Reimburs Expense - Reg	\$ 4,100	\$ 4,400
10-4740-00-511841	Health Reimburse Exp - Ret	\$ -	\$ -
10-4740-00-511850	Unemployment Ins. Expense	\$ 150	\$ 150
10-4740-00-511860	Workers Comp. Expense	\$ 5,500	\$ 5,000
10-4740-00-521990	Prof. Services/Consultant Fees	\$ 45,000	\$ 45,000
10-4740-00-532120	Uniform Expense	\$ 3,000	\$ 3,000
10-4740-00-532510	Gas	\$ 3,150	\$ 3,150
10-4740-00-532520	Tires	\$ 890	\$ 850
10-4740-00-532530	Vehicle Repairs/Maintenance	\$ 5,630	\$ 6,260
10-4740-00-532920	Materials And Supplies	\$ 20,000	\$ 20,000
10-4740-00-533180	Travel And Training	\$ 1,000	\$ 1,500
10-4740-00-533210	Telephone	\$ 1,100	\$ 1,100
10-4740-00-533310	Electricity	\$ 2,000	\$ 2,000
10-4740-00-533520	Equipment Repairs/Maintenance	\$ 5,000	\$ 8,000
10-4740-00-534390	Equipment Rentals	\$ -	\$ -
10-4740-00-534490	Other Contractual Service	\$ 6,000	\$ 8,000

10-4740-00-534510	Property And Gen. Liab. Ins.	\$ 3,500	\$ 4,100
10-4740-00-534520	Vehicle Insurance	\$ 500	\$ 500
10-4740-00-534580	Other Insurance Costs	\$ 1,000	\$ 1,000
10-4740-00-545400	Vehicles	\$ -	\$ -
10-4740-00-545500	Equipment	\$ -	\$ -
10-4740-00-545900	Capital Improvements	\$ 30,000	\$ -
10-4740-00-548100	Internal Service Costs	\$ -	\$ -
	Cemetery Total	\$ 318,640	\$ 289,930
Development Services			
10-4910-00-511210	Regular Pay	\$ 520,600	\$ 516,210
10-4910-00-511220	Overtime Pay	\$ 500	\$ 500
10-4910-00-511230	Temporary And Part Time Pay	\$ 3,000	\$ 3,000
10-4910-00-511810	FICA	\$ 40,100	\$ 39,760
10-4910-00-511820	Retirement Expense	\$ 63,325	\$ 70,520
10-4910-00-511825	401k Expense-Planning	\$ 26,050	\$ 25,810
10-4910-00-511830	Hospital Expense	\$ 115,000	\$ 106,900
10-4910-00-511831	Retired Employee Ins. Exp	\$ 8,100	\$ -
10-4910-00-511832	Life Insurance Expense	\$ 1,500	\$ 1,500
10-4910-00-511833	Dental Insurance	\$ 5,000	\$ 4,500
10-4910-00-511840	Health Reimburse Expense - Reg	\$ 12,200	\$ 13,100
10-4910-00-511841	Health Reimburse Exp - Ret	\$ 1,400	\$ -
10-4910-00-511850	Unemployment Ins. Expense	\$ 500	\$ 500
10-4910-00-511860	Workers Comp. Expense	\$ 7,500	\$ 7,000
10-4910-00-521920	Legal Fees	\$ 25,000	\$ 30,000
10-4910-00-521950	Clean Up/Demolition Expense	\$ 30,000	\$ 45,000
10-4910-00-521990	Prof. Services/Consultant Fees	\$ 82,000	\$ 36,115
10-4910-00-521990-1023	Prof. Services/Consultant Fees	\$ 440,000	\$ 37,000
10-4910-00-532120	Uniform Expense	\$ 6,500	\$ 7,500
10-4910-00-532510	Gas	\$ 6,650	\$ 6,650
10-4910-00-532520	Tires	\$ 1,590	\$ 1,510
10-4910-00-532530	Vehicle Repairs/Maintenance	\$ 10,010	\$ 11,130
10-4910-00-532920	Materials And Supplies	\$ 14,000	\$ 17,000
10-4910-00-533180	Travel And Training	\$ 15,000	\$ 15,300
10-4910-00-533210	Telephone	\$ 6,000	\$ 6,000
10-4910-00-533520	Equipment Repairs/Maintenance	\$ 7,000	\$ 7,000
10-4910-00-534510	Property And Gen. Liab. Ins.	\$ 8,000	\$ 9,000
10-4910-00-534520	Vehicle Insurance	\$ 1,500	\$ 1,500
10-4910-00-534910	Dues Memberships And Subscript	\$ 4,000	\$ 5,000
10-4910-00-545400	Vehicles	\$ -	\$ -
10-4910-00-545500	Equipment	\$ -	\$ -
10-4910-00-545900	Capital Improvements	\$ -	\$ -
10-4910-00-548100	Internal Service Costs	\$ -	\$ -
	Development Services Total	\$ 1,462,025	\$ 1,025,005
Special Appropriations			
10-5300-00-536910	Donations & Contributions	\$ 30,000	\$ 30,000
10-5300-00-536915	R. Economic Development	\$ -	\$ 57,000
10-5300-00-536920	Transfer to Other Organization	\$ 5,000	\$ 7,500
10-5300-00-536960	Homeowners Recovery Fund Trans	\$ -	\$ -
10-5300-00-545900	Capital Improvements	\$ -	\$ -
	Special Appropriations Total	\$ 35,000	\$ 94,500
Parks & Recreation			
10-6120-00-511210	Regular Pay	\$ 1,036,000	\$ 1,092,450

10-6120-00-511220	Overtime Pay	\$ 15,000	\$ 18,000
10-6120-00-511230	Temporary And Part Time Pay	\$ 275,000	\$ 305,000
10-6120-00-511810	FICA	\$ 101,800	\$ 108,290
10-6120-00-511820	Retirement Expense	\$ 125,975	\$ 149,230
10-6120-00-511825	401k Expense-Parks & Rec	\$ 51,800	\$ 54,630
10-6120-00-511830	Hospital Expense	\$ 275,000	\$ 240,700
10-6120-00-511831	Retired Employee Ins. Exp	\$ 16,200	\$ 8,100
10-6120-00-511832	Life Insurance Expense	\$ 3,000	\$ 3,200
10-6120-00-511833	Dental Insurance	\$ 12,000	\$ 11,000
10-6120-00-511840	Health Reimburse Expense - Reg	\$ 30,000	\$ 34,800
10-6120-00-511841	Health Reimburse Exp - Ret	\$ 2,725	\$ 1,450
10-6120-00-511850	Unemployment Ins. Expense	\$ 1,000	\$ 1,000
10-6120-00-511860	Workers Comp. Expense	\$ 25,000	\$ 25,000
10-6120-00-521990	Prof. Services/Consultant Fees	\$ 35,000	\$ 35,000
10-6120-00-532120	Uniform Expense	\$ 10,000	\$ 9,000
10-6120-00-532510	Gas	\$ 8,750	\$ 8,750
10-6120-00-532520	Tires	\$ 2,390	\$ 2,280
10-6120-00-532530	Vehicle Repairs/Maintenance	\$ 15,110	\$ 16,800
10-6120-00-532700	Purchases For Resale	\$ -	\$ -
10-6120-00-532910	Treatment Chemicals	\$ 17,000	\$ 15,000
10-6120-00-532920	Materials And Supplies	\$ 135,000	\$ 145,206
10-6120-00-533180	Travel And Training	\$ 20,000	\$ 20,000
10-6120-00-533210	Telephone	\$ 10,000	\$ 13,000
10-6120-00-533310	Electricity	\$ 160,000	\$ 165,000
10-6120-00-533330	Propane Gas	\$ 80,000	\$ 50,000
10-6120-00-533340	Water	\$ 5,000	\$ 5,000
10-6120-00-533350	Sewer	\$ 7,000	\$ 7,000
10-6120-00-533360	Dumpster Fee	\$ 7,500	\$ 7,500
10-6120-00-533510	Building Repairs & Maintenance	\$ 60,000	\$ 70,000
10-6120-00-533520	Equipment Repairs/Maintenance	\$ 50,000	\$ 60,000
10-6120-00-533700	Other Advertising	\$ 8,000	\$ 20,000
10-6120-00-534390	Equipment Rentals	\$ 2,550	\$ 2,000
10-6120-00-534510	Property And Gen. Liab. Ins.	\$ 21,000	\$ 25,000
10-6120-00-534520	Vehicle Insurance	\$ 2,500	\$ 2,500
10-6120-00-534580	Other Insurance Costs	\$ 300	\$ 300
10-6120-00-534910	Dues Memberships And Subscript	\$ 6,030	\$ 8,000
10-6120-00-545400	Vehicles	\$ -	\$ -
10-6120-00-545500	Equipment	\$ -	\$ 50,000
10-6120-00-545820	Building Improvements	\$ -	\$ -
10-6120-00-545900	Capital Improvements	\$ 121,000	\$ -
10-6120-00-546000	Loan Payments	\$ 88,665	\$ 88,665
10-6120-00-548100	Internal Service Costs	\$ -	\$ -
10-6125-00-535000	Playground Maintenance	\$ 10,000	\$ 10,000
10-6125-00-536230	Adult And Childern Programs	\$ 15,000	\$ 15,000
10-6125-00-536310	Misc. Grants-Recreation	\$ -	\$ -
	Parks & Recreation Total	\$ 2,868,295	\$ 2,903,851
Debt Service			
10-9100-00-546000	LOAN PAYMENTS	\$ 383,500	\$ 380,648
General Fund Total		\$ 17,452,975	\$ 19,039,765

Water Fund - Revenues

Account Description	FY24 Budget	FY25 Recommended
Intergov Revenue - Federal	\$ -	\$ -
Water Charges	\$ 3,350,000	\$ 3,350,000
Water Taps And Connections	\$ 45,000	\$ 45,000
Capacity Fee	\$ 25,000	\$ 25,000
Miscellaneous Revenue	\$ 1,000	\$ 1,000
Rents	\$ -	\$ -
Sale of Materials/Fixed Assets	\$ 1,000	\$ 1,000
Investment Income	\$ 65,000	\$ 65,000
Proceeds From Capital Lease	\$ -	\$ -
Fund Balance Appropriated	\$ 375,497	\$ 48,417
Water Fund Total	\$ 3,862,497	\$ 3,535,417

Water Fund - Expenditures

ACCOUNT ID	Description	FY24 Budget	FY25 Recommended
Water Maintenance			
61-7121-00-511210	Regular Pay	\$ 388,650	\$ 402,780
61-7121-00-511220	Overtime Pay	\$ 5,000	\$ 10,000
61-7121-00-511230	Temporary And Part Time Pay	\$ -	\$ 5,000
61-7121-00-511810	FICA	\$ 32,025	\$ 31,950
61-7121-00-511820	Retirement Expense	\$ 47,260	\$ 54,990
61-7121-00-511825	401k Expense-Water Maint	\$ 19,440	\$ 20,130
61-7121-00-511830	Hospital Expense	\$ 90,000	\$ 88,000
61-7121-00-511831	Retired Employee Ins. Exp	\$ -	\$ -
61-7121-00-511832	Life Insurance Expense	\$ 1,200	\$ 1,200
61-7121-00-511833	Dental Insurance	\$ 4,500	\$ 4,000
61-7121-00-511840	Health Reimburse Expense - Reg	\$ 13,690	\$ 12,000
61-7121-00-511841	Health Reimburs Exp - Ret	\$ -	\$ -
61-7121-00-511850	Unemployment Ins. Expense	\$ 500	\$ 500
61-7121-00-511860	Workers Comp. Expense	\$ 9,500	\$ 7,500
61-7121-00-521920-70021	Legal Fees	\$ -	\$ -
61-7121-00-521990	Prof. Services/Consultant Fees	\$ 61,000	\$ 60,000
61-7121-00-532120	Uniform Expense	\$ 9,000	\$ 9,000
61-7121-00-532510	Gas	\$ 19,250	\$ 19,250
61-7121-00-532520	Tires	\$ 6,180	\$ 5,890
61-7121-00-532530	Vehicle Repairs/Maintenance	\$ 39,040	\$ 43,400
61-7121-00-532920	Materials And Supplies	\$ 350,000	\$ 350,000
61-7121-00-533180	Travel And Training	\$ 8,000	\$ 8,000
61-7121-00-533210	Telephone	\$ 7,000	\$ 7,000
61-7121-00-533310	Electricity	\$ 60,000	\$ 65,000
61-7121-00-533520	Equipment Repairs/Maintenance	\$ 20,000	\$ 20,000
61-7121-00-534390	Equipment Rentals	\$ 4,500	\$ 4,500
61-7121-00-534490	Other Contractual Service	\$ 18,000	\$ 18,000
61-7121-00-534510	Property And Gen. Liab. Ins.	\$ 11,000	\$ 15,500
61-7121-00-534520	Vehicle Insurance	\$ 1,500	\$ 1,500
61-7121-00-534580	Other Insurance Costs	\$ 3,500	\$ 3,000
61-7121-00-534910	Dues Memberships And Subscript	\$ 15,000	\$ 1,500
61-7121-00-545400	Vehicles	\$ -	\$ -
61-7121-00-545500	Equipment	\$ 38,000	\$ -
61-7121-00-545900	Capital Improvements	\$ 350,000	\$ -
61-7121-00-546000	Loan Payments	\$ 71,000	\$ 69,720
61-7121-00-548100	Internal Service Costs	\$ -	\$ -
	Water Maintenance Total	\$ 1,703,735	\$ 1,339,310
Water Treatment			
61-7122-00-511210	Regular Pay	\$ 402,600	\$ 432,630
61-7122-00-511220	Overtime Pay	\$ 30,000	\$ 35,000
61-7122-00-511230	Temporary And Part Time Pay	\$ -	\$ 2,000
61-7122-00-511810	FICA	\$ 31,200	\$ 35,930
61-7122-00-511820	Retirement Expense	\$ 49,000	\$ 59,100
61-7122-00-511825	401k Expense-Water Treatment	\$ 20,150	\$ 21,635
61-7122-00-511830	Hospital Expense	\$ 90,000	\$ 87,600

61-7122-00-511831	Retired Employee Ins. Exp	\$ 8,100	\$ -
61-7122-00-511832	Life Insurance Expense	\$ 1,400	\$ 1,200
61-7122-00-511833	Dental Insurance	\$ 4,500	\$ 4,000
61-7122-00-511840	Health Reimburs Expense - Reg	\$ 13,690	\$ 12,000
61-7122-00-511841	Health Reimburs Exp - Ret	\$ 1,375	\$ -
61-7122-00-511850	Unemployment Ins. Expense	\$ 500	\$ 500
61-7122-00-511860	Workers Comp. Expense	\$ 10,000	\$ 7,500
61-7122-00-521990	Prof. Services/Consultant Fees	\$ 60,000	\$ 65,000
61-7122-00-532120	Uniform Expense	\$ 7,000	\$ 7,500
61-7122-00-532510	Gas	\$ 3,675	\$ 3,675
61-7122-00-532520	Tires	\$ 1,110	\$ 1,060
61-7122-00-532530	Vehicle Repairs/Maintenance	\$ 7,030	\$ 7,810
61-7122-00-532910	Treatment Chemicals	\$ 185,000	\$ 220,000
61-7122-00-532920	Materials And Supplies	\$ 45,000	\$ 50,000
61-7122-00-533180	Travel And Training	\$ 3,000	\$ 4,000
61-7122-00-533210	Telephone	\$ 3,500	\$ 6,000
61-7122-00-533310	Electricity	\$ 23,000	\$ 25,000
61-7122-00-533320	Fuel Oil	\$ 1,500	\$ 2,000
61-7122-00-533510	Building Repairs & Maintenance	\$ 10,000	\$ 15,000
61-7122-00-533520	Equipment Repairs/Maintenance	\$ 23,000	\$ 25,000
61-7122-00-533540	Operating Plant Repairs/Maint.	\$ 20,000	\$ 25,000
61-7122-00-534390	Equipment Rentals	\$ -	\$ -
61-7122-00-534490	Other Contractual Service	\$ 50,000	\$ 60,000
61-7122-00-534510	Property And Gen. Liab. Ins.	\$ 9,000	\$ 11,000
61-7122-00-534520	Vehicle Insurance	\$ 1,000	\$ 1,000
61-7122-00-534580	Other Insurance Costs	\$ 200	\$ 250
61-7122-00-534910	Dues Memberships And Subscript	\$ 6,000	\$ 10,000
61-7122-00-545400	Vehicles	\$ -	\$ -
61-7122-00-545500	Equipment	\$ -	\$ -
61-7122-00-545900	Capital Improvements	\$ 142,000	\$ 25,000
61-7122-00-546000	Loan Payments	\$ -	\$ -
61-7122-00-548100	Internal Service Costs	\$ -	\$ -
	Water Treatment Total	\$ 1,263,530	\$ 1,263,390
Water Admin & Fin			
61-7125-00-554920	Bad Debt Expense	\$ 16,000	\$ 16,000
61-7125-00-554970	Charges By General Fund	\$ 879,232	\$ 916,717
61-9100-00-567100	Principal Payments	\$ -	\$ -
61-9100-00-567200	Interest Payments	\$ -	\$ -
	Water Admin & Fin Total	\$ 895,232	\$ 932,717

Water Fund Total	\$ 3,862,497	\$ 3,535,417
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Sewer Fund - Revenues

Account Description	FY24 Budget	FY25 Recommended
Intergov Revenue - Federal	\$ -	\$ -
Sewer Charges	\$ 3,825,000	\$ 3,825,000
Sewer Taps And Connections	\$ 30,000	\$ 30,000
Capacity Fee	\$ 25,000	\$ 25,000
Miscellaneous Revenue	\$ -	\$ -
Investment Income	\$ 90,000	\$ 90,000
Proceeds From Capital Lease	\$ -	\$ -
Fund Balance Appropriated	\$ 191,074	\$ -
Sewer Fund Total	\$ 4,161,074	\$ 3,970,000

Sewer Fund - Expenditures

ACCOUNT ID	Description	FY24 Budget	FY25 Recommended
Sewer Maintenance			
62-7121-00-511210	Regular Pay	\$ 415,200	\$ 422,890
62-7121-00-511220	Overtime Pay	\$ 25,000	\$ 35,000
62-7121-00-511230	Temporary And Part Time Pay	\$ -	\$ 5,000
62-7121-00-511810	FICA	\$ 33,675	\$ 35,420
62-7121-00-511820	Retirement Expense	\$ 50,490	\$ 57,770
62-7121-00-511825	401k Expense-Sewer Maint.	\$ 20,760	\$ 21,150
62-7121-00-511830	Hospital Expense	\$ 125,000	\$ 123,000
62-7121-00-511831	Retired Employee Ins. Exp	\$ 16,200	\$ 8,100
62-7121-00-511832	Life Insurance Expense	\$ 1,200	\$ 1,350
62-7121-00-511833	Dental Insurance	\$ 4,400	\$ 4,500
62-7121-00-511840	Health Reimburs Expense - Reg	\$ 13,575	\$ 14,600
62-7121-00-511841	Health Reimburs Exp - Ret	\$ 2,725	\$ 1,460
62-7121-00-511850	Unemployment Ins. Expense	\$ 500	\$ 500
62-7121-00-511860	Workers Comp. Expense	\$ 11,000	\$ 9,000
62-7121-00-521990	Prof. Services/Consultant Fees	\$ 75,000	\$ 100,000
62-7121-00-532120	Uniform Expense	\$ 7,000	\$ 8,000
62-7121-00-532510	Gas	\$ 19,250	\$ 19,250
62-7121-00-532520	Tires	\$ 6,320	\$ 6,020
62-7121-00-532530	Vehicle Repairs/Maintenance	\$ 39,920	\$ 44,370
62-7121-00-532920	Materials And Supplies	\$ 120,000	\$ 120,000
62-7121-00-533180	Travel And Training	\$ 4,200	\$ 6,000
62-7121-00-533210	Telephone	\$ 2,500	\$ 2,600
62-7121-00-533310	Electricity	\$ -	\$ -
62-7121-00-533520	Equipment Repairs/Maintenance	\$ 7,000	\$ 7,000
62-7121-00-534390	Equipment Rentals	\$ 5,000	\$ 7,500
62-7121-00-534490	Other Contractual Service	\$ 20,000	\$ 20,000
62-7121-00-534510	Property And Gen. Liab. Ins.	\$ 8,000	\$ 10,000
62-7121-00-534520	Vehicle Insurance	\$ 1,000	\$ 1,200
62-7121-00-534580	Other Insurance Costs	\$ 100	\$ -
62-7121-00-534910	Dues Memberships And Subscript	\$ 5,000	\$ 5,000
62-7121-00-545400	Vehicles	\$ 475,000	\$ -
62-7121-00-545500	Equipment	\$ -	\$ -
62-7121-00-545900	Capital Improvements	\$ 140,000	\$ 162,739
62-7121-00-546000	Loan Payments	\$ -	\$ -
62-7121-00-548100	Internal Service Costs	\$ -	\$ -
	Sewer Maintenance Total	\$ 1,655,015	\$ 1,259,419
Sewer Treatment			
62-7122-00-511210	Regular Pay	\$ 499,520	\$ 597,250
62-7122-00-511220	Overtime Pay	\$ 10,000	\$ 10,000
62-7122-00-511230	Temporary And Part Time Pay	\$ -	\$ 5,000
62-7122-00-511810	FICA	\$ 38,975	\$ 46,840
62-7122-00-511820	Retirement Expense	\$ 60,750	\$ 81,590

62-7122-00-511825	401k Expense-Sewer Treatment	\$ 24,975	\$ 29,870
62-7122-00-511830	Hospital Expense	\$ 130,000	\$ 150,300
62-7122-00-511831	Retired Employee Ins. Exp	\$ 24,300	\$ 24,300
62-7122-00-511832	Life Insurance Expense	\$ 1,400	\$ 1,600
62-7122-00-511833	Dental Insurance	\$ 6,200	\$ 5,500
62-7122-00-511840	Health Reimburse Expense - Reg	\$ 17,600	\$ 17,500
62-7122-00-511841	Health Reimburs Exp - Ret	\$ 4,100	\$ 4,375
62-7122-00-511850	Unemployment Ins. Expense	\$ 500	\$ 500
62-7122-00-511860	Workers Comp. Expense	\$ 12,500	\$ 12,000
62-7122-00-521990	Prof. Services/Consultant Fees	\$ 100,000	\$ 100,000
62-7122-00-532120	Uniform Expense	\$ 12,500	\$ 14,000
62-7122-00-532510	Gas	\$ 2,190	\$ 2,450
62-7122-00-532520	Tires	\$ 600	\$ 940
62-7122-00-532530	Vehicle Repairs/Maintenance	\$ 5,000	\$ 6,930
62-7122-00-532910	Treatment Chemicals	\$ 50,000	\$ 60,000
62-7122-00-532920	Materials And Supplies	\$ 70,000	\$ 75,000
62-7122-00-533180	Travel And Training	\$ 7,000	\$ 8,000
62-7122-00-533210	Telephone	\$ 3,700	\$ 3,800
62-7122-00-533310	Electricity	\$ 160,000	\$ 160,000
62-7122-00-533320	Fuel Oil	\$ 3,500	\$ 4,500
62-7122-00-533330	Propane Gas	\$ 2,000	\$ 1,500
62-7122-00-533340	Water	\$ 3,000	\$ 3,500
62-7122-00-533360	Commercial Fee/or Dumpster	\$ 3,300	\$ 3,300
62-7122-00-533510	Building Repairs & Maintenance	\$ 20,000	\$ 25,000
62-7122-00-533520	Equipment Repairs/Maintenance	\$ 55,000	\$ 65,000
62-7122-00-533540	Operating Plant Repairs/Maint.	\$ 100,000	\$ 100,000
62-7122-00-534390	Equipment Rentals	\$ -	\$ -
62-7122-00-534450	Tipping Fees	\$ 40,000	\$ 75,000
62-7122-00-534490	Other Contractual Service	\$ -	\$ -
62-7122-00-534510	Property And Gen. Liab. Ins.	\$ 12,000	\$ 15,000
62-7122-00-534520	Vehicle Insurance	\$ 1,000	\$ 1,000
62-7122-00-534580	Other Insurance Costs	\$ 1,500	\$ 1,500
62-7122-00-534910	Dues Memberships And Subscript	\$ 35,000	\$ 45,000
62-7122-00-545400	Vehicles	\$ -	\$ -
62-7122-00-545500	Equipment	\$ 25,000	\$ -
62-7122-00-545900	Capital Improvements	\$ 50,000	\$ 25,000
62-7122-00-546000	Loan Payments	\$ -	\$ -
62-7122-00-548100	Internal Service Costs	\$ -	\$ -
	Sewer Treatment Total	\$ 1,593,110	\$ 1,783,045
Admin & Finance			
62-7125-00-554920	Bad Debt Expense	\$ 20,000	\$ 21,355
62-7125-00-554970	Charges By General Fund	\$ 867,949	\$ 906,181
	Admin & Finance Total	\$ 887,949	\$ 927,536
Debt Service			
62-9100-00-567100	Principal Payments	\$ -	\$ -
62-9100-00-567200	Interest Payments	\$ -	\$ -
	Debt Service Total	\$ -	\$ -

Contingency			
62-9200-00-574600	Depreciation	\$ -	\$ -
62-9200-00-579910	Contingency Appropriated	\$ -	\$ -
	Transfer to WWTP Project	\$ 25,000	\$ -
	Contingency Total	\$ 25,000	\$ -

Sewer Fund Total	\$ 4,161,074	\$ 3,970,000
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Electric Fund - Revenues

Account Description	FY24 Budget	FY25 Recommended
Electric Charges	\$ 9,916,800	\$ 10,325,500
Security Lights	\$ 52,000	\$ 56,000
Street Lights	\$ 115,000	\$ 115,000
Underground Service Install	\$ 1,000	\$ 15,000
Renewable Energy Portf. Stand.	\$ 55,000	\$ 59,000
Electric Pole Rent	\$ 22,000	\$ 82,000
Sales Tax Charges	\$ 460,000	\$ 510,000
Miscellaneous Revenue	\$ 15,000	\$ 20,000
Sale of Materials/Fixed Assets	\$ 500	\$ 1,000
Investment Income	\$ 50,000	\$ 65,000
Proceeds From Capital Lease	\$ -	\$ -
Fund Balance Appropriated	\$ 714,759	\$ 76,108
Electric Fund Total	\$ 11,402,059	\$ 11,324,608

Electric Fund - Expenditures

ACCOUNT ID	Description	FY24 Budget	FY25 Recommended
Electric Maintenance			
63-7121-00-511210	Regular Pay	\$ 352,850	\$ 323,770
63-7121-00-511220	Overtime Pay	\$ 15,000	\$ 15,000
63-7121-00-511230	Temporary And Part Time Pay	\$ -	\$ -
63-7121-00-511810	FICA	\$ 28,150	\$ 25,920
63-7121-00-511820	Retirement Expense	\$ 42,910	\$ 44,230
63-7121-00-511825	401K Expense-ELECTRIC MAINT.	\$ 17,650	\$ 16,190
63-7121-00-511830	Hospital Expense	\$ 90,000	\$ 83,300
63-7121-00-511831	Retired Employee Ins. Exp	\$ 16,200	\$ 16,200
63-7121-00-511832	Life Insurance Expense	\$ 1,000	\$ 1,000
63-7121-00-511833	Dental Insurance	\$ 2,000	\$ 2,700
63-7121-00-511840	HEALTH REIMBURS EXPENSE - REG	\$ 8,150	\$ 8,750
63-7121-00-511841	HEALTH REIMBURS EXP - RET	\$ 2,725	\$ 2,950
63-7121-00-511850	Unemployment Ins. Expense	\$ 500	\$ 500
63-7121-00-511860	Workers Comp. Expense	\$ 7,000	\$ 7,000
63-7121-00-521990	Prof. Services/Consultant Fees	\$ 140,000	\$ 190,000
63-7121-00-532120	Uniform Expense	\$ 20,000	\$ 25,000
63-7121-00-532510	Gas	\$ 12,600	\$ 12,600
63-7121-00-532520	Tires	\$ 4,150	\$ 3,940
63-7121-00-532530	Vehicle Repairs/Maintenance	\$ 26,110	\$ 29,000
63-7121-00-532920	Materials And Supplies	\$ 225,000	\$ 250,000
63-7121-00-532950	Transformers	\$ 80,000	\$ 100,000
63-7121-00-533180	Travel And Training	\$ 5,000	\$ 5,000
63-7121-00-533210	Telephone	\$ 3,000	\$ 3,000
63-7121-00-533310	Electricity	\$ -	\$ 1,000
63-7121-00-533360	COMMERCIAL FEE/OR DUMPSTE	\$ 1,500	\$ 1,500
63-7121-00-533520	Equipment Repairs/Maintenance	\$ 30,000	\$ 30,000
63-7121-00-534390	Equipment Rentals	\$ 5,000	\$ 10,000
63-7121-00-534490	Other Contractual Service	\$ 90,000	\$ 90,000
63-7121-00-534510	Property And Gen. Liab. Ins.	\$ 7,500	\$ 8,500
63-7121-00-534520	Vehicle Insurance	\$ 2,150	\$ 2,000
63-7121-00-534580	Other Insurance Costs	\$ 3,000	\$ 4,000
63-7121-00-534910	Dues Memberships And Subscript	\$ 20,000	\$ 25,000
63-7121-00-545400	Vehicles	\$ -	\$ -
63-7121-00-545500	Equipment	\$ -	\$ -
63-7121-00-545900	Capital Improvements	\$ 400,000	\$ 900,000
63-7121-00-546000	LOAN PAYMENTS	\$ -	\$ -
63-7121-00-548100	Internal Service Costs	\$ -	\$ -
	Electric Maintenance Total	\$ 1,659,145	\$ 2,238,050
Power Purchases			
63-7123-00-582700	Wholesale Purchased Power	\$ 6,000,000	\$ 5,750,000
63-7123-00-582710	REPS - Renewable Energy Charge	\$ 210,000	\$ 210,000
63-7123-00-582750	Sales Tax Paid-Purchased Power	\$ 500,000	\$ 510,000

	Power Purchases Total	\$ 6,710,000	\$ 6,470,000
Admin & Finance			
63-7125-00-554920	Bad Debt Expense	\$ 30,000	\$ 30,000
63-7125-00-554970	Charges By General Fund	\$ 1,127,314	\$ 1,205,128
	Admin & Finance Total	\$ 1,157,314	\$ 1,235,128
Operating Transfers			
63-9800-00-599100	Transfer To General Fund	\$ 1,275,600	\$ 1,275,600
	Transfer to Russ/Walnut Project	\$ 600,000	\$ 105,830
	Operating Transfers Total	\$1,875,600	\$1,381,430

Electric Fund Total	\$ 11,402,059	\$ 11,324,608
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Stormwater Fund - Revenues

Account Description	FY24 Budget	FY25 Recommended
Stormwater Charges	\$ -	\$ 200,000
Stormwater Fund Total	\$ -	\$ 200,000

Stormwater Fund - Expenditures

ACCOUNT ID	Description	FY24 Budget	FY25 Recommended
Stormwater Management			
64-4910-00-511210	Regular Pay	\$ -	\$ 58,350
64-4910-00-511810	FICA	\$ -	\$ 4,465
64-4910-00-511820	Retirement Expense	\$ -	\$ 7,970
64-4910-00-511825	401K Expense	\$ -	\$ 2,920
64-4910-00-511830	Hospital Expense	\$ -	\$ 8,100
64-4910-00-511832	Life Insurance Expense	\$ -	\$ 113
64-4910-00-511833	Dental Insurance	\$ -	\$ 338
64-4910-00-511840	Health Reimburs Expense - Reg	\$ -	\$ 1,095
64-4910-00-511850	Unemployment Ins. Expense	\$ -	\$ 50
64-4910-00-511860	Workers Comp. Expense	\$ -	\$ 125
64-4910-00-521990	Prof. Services/Consultant Fees	\$ -	\$ 23,885
64-4910-00-532120	Uniform Expense	\$ -	\$ 500
64-4910-00-532920	Materials And Supplies	\$ -	\$ 6,400
64-4910-00-533180	Travel And Training	\$ -	\$ 2,500
64-4910-00-533210	Telephone	\$ -	\$ 600
64-4910-00-534910	Dues Memberships And Subscript	\$ -	\$ 500
	Stormwater Management Total	\$ -	\$ 117,910
Admin & Finance			
64-4910-00-554970	Charges by General Fund	\$ -	\$ 82,090
	Admin & Finance Total	\$ -	\$ 82,090
Stormwater Fund Total		\$ -	\$ 200,000

Garage Fund - Revenues

ACCOUNT ID	Description	FY24 Budget	FY25 Recommended
82-3650-00-453610	Charges To General Fund	\$ 923,595.00	\$ 980,195.00
82-3650-00-453661	Charges To Water Fund	\$ 76,285.00	\$ 81,085.00
82-3650-00-453662	Charges To Sewer Fund	\$ 75,160.00	\$ 79,960.00
82-3650-00-453663	Charges To Electric Fund	\$ 42,860.00	\$ 45,540.00
82-3650-00-453681	Charges to Asset Management	\$ -	\$ -
82-3800-00-463830	Miscellaneous Revenue	\$ -	\$ -
82-3800-00-463835	Sale of Materials/Fixed Assets	\$ -	\$ -
82-3850-00-473831	Investment Income	\$ -	\$ -
Total		\$ 1,117,900	\$ 1,186,780

Garage Fund - Expenditures

ACCOUNT ID	Description	FY24 Budget	FY25 Recommended
82-8200-00-511210	Regular Pay	\$ 181,200	\$ 202,350
82-8200-00-511220	Overtime Pay	\$ 2,500	\$ 5,000
82-8200-00-511230	Temporary And Part Time Pay	\$ -	\$ -
82-8200-00-511810	FICA	\$ 14,600	\$ 15,870
82-8200-00-511820	Retirement Expense	\$ 22,900	\$ 27,640
82-8200-00-511825	401K Expense-GARAGE	\$ 9,400	\$ 10,120
82-8200-00-511830	Hospital Expense	\$ 43,000	\$ 63,125
82-8200-00-511831	Retired Employee Ins. Exp	\$ -	\$ -
82-8200-00-511832	Life Insurance Expense	\$ 500	\$ 500
82-8200-00-511833	Dental Insurance	\$ 3,000	\$ 1,500
82-8200-00-511840	Health Reimburs Expense - Reg	\$ 7,000	\$ 4,375
82-8200-00-511841	Health Reimburse Exp - Ret	\$ -	\$ -
82-8200-00-511850	Unemployment Ins. Expense	\$ 200	\$ 200
82-8200-00-511860	Workers Comp. Expense	\$ 3,000	\$ 3,000
82-8200-00-521990	Prof. Services/Consultant Fees	\$ -	
82-8200-00-532120	Uniform Expense	\$ 5,400	\$ 5,500
82-8200-00-532500	OIL	\$ 15,000	\$ 15,000
82-8200-00-532510	Gas	\$ 350,000	\$ 350,000
82-8200-00-532520	Tires	\$ 105,000	\$ 100,000
82-8200-00-532920	Materials And Supplies	\$ 250,000	\$ 300,000
82-8200-00-533180	Travel And Training	\$ 4,000	\$ 8,000
82-8200-00-533210	Telephone	\$ 2,100	\$ 2,000
82-8200-00-533330	Propane Gas	\$ 25,000	\$ 20,000
82-8200-00-533520	Equipment Repairs/Maintenance	\$ 39,000	\$ 45,000
82-8200-00-534390	Equipment Rentals	\$ -	\$ -
82-8200-00-534490	Other Contractual Service	\$ -	\$ -
82-8200-00-534510	Property And Gen. Liab. Ins.	\$ 3,500	\$ 4,000
82-8200-00-534520	Vehicle Insurance	\$ 400	\$ 400
82-8200-00-534580	Other Insurance Costs	\$ 200	\$ 200

82-8200-00-534910	Dues Memberships And Subscript	\$ 1,000	\$ 3,000
82-8200-00-545400	Vehicles	\$ 20,000	\$ -
82-8200-00-545500	Equipment	\$ -	\$ -
82-8200-00-545900	Capital Improvements	\$ -	\$ -
82-8200-00-548100	Internal Service Costs	\$ 10,000	\$ -
Total		\$ 1,117,900	\$ 1,186,780

General Fund - Capital Budget

Capital Outlay	FY25-Dept Requests	FY25 Recommended
Administration		
Total Administration:	\$ -	\$ -
Finance Department		
2- Meter Reading Data Collectors	\$ 19,000	\$ 19,000
Time & Attendance System Add-On for Munis	\$ 50,000	\$ 50,000
Total Finance Department:	\$ 69,000	\$ 69,000
Public Works		
HVAC Replacements	\$ 35,000	\$ -
Public Works Gate Upgrades	\$ 10,000	\$ -
Public Works Roof Replacement	\$ 225,000	\$ -
Salt Spreader for Gator(Parking Lots-Battery Power)	\$ 8,000	\$ -
Public Works Total:	\$ 278,000	\$ -
Police Department		
3 Patrol Vehicles and Outfitting	\$ 155,000	\$ -
Bldg. Expansion SRT Room	\$ 105,000	\$ -
Falcon License Plate Readers (LPR'S)	\$ 22,000	\$ -
Hydraulic Door Ram System for schools (The Saint)	\$ 12,000	\$ -
Replace Ballistic Vests Carrier Level III Plates for Officers	\$ 10,000	\$ 10,000
Ballistic Vest (New & Replacements)	\$ 12,000	\$ 12,000
Reburbished Bearcat G2 (Armored Rescue Vehicle)	\$ 200,000	\$ -
Total Police Department:	\$ 516,000	\$ 22,000
Fire Department		
Ladder Truck 15	\$ 2,300,000	\$ -
Engine 2	\$ 1,000,000	\$ -
Ford Pickup	\$ 75,000	\$ -
New Building Station 2	\$ 6,000,000	\$ 570,000
Addition Station 1	\$ 1,500,000	\$ -
Total Fire Department:	\$ 10,875,000	\$ 570,000
Streets and Sanitation		
1998 ODB Leaf Collector	\$ 100,000	\$ 100,000
2004 F-450 Dump Truck	\$ 100,000	\$ -
Boyd Ave RR	\$ 75,000	\$ -
Scates st RR	\$ 75,000	\$ -
Total Street and Sanitation:	\$ 350,000	\$ 100,000
Powell Bill		
Paving	\$ 400,000	\$ 400,000
Oakdale Rd Bridge	\$ 300,000	\$ -

Total Powell Bill:	\$ 700,000	\$ 400,000
Cemetery		
Mini Track Hoe	\$ 62,000	\$ -
Bobcat Zero Turn Mower	\$ 26,000	\$ -
Total Cemetery:	\$ 88,000	\$ -
Development Services		
Vehicle Replacement	\$ 45,000	\$ -
Greenways	\$ 130,000	\$ -
Total Development Services:	\$ 175,000	\$ -
Parks And Recreation		
Cardio Equipment Replacement	\$ 175,000	\$ 50,000
New Pavilion at Skate Park	\$ 85,000	\$ -
Total Parks And Recreation:	\$ 260,000	\$ 50,000
Downtown		
Miller Street Mini Park	\$ 25,000	\$ -
Replace Main Street Planters & Garbage Containers	\$ 49,500	\$ -
Town Square Topographic Survey	\$ 15,000	\$ -
Total Downtown:	\$ 89,500	\$ -
Total General Fund Capital:	\$ 12,700,500	\$ 811,000

Water, Sewer, Electric, and Garage Fund - Capital Budgets

Department	Capital Outlay	FY25-Dept Requests	FY25 Recommended
Garage	Garage		
	Outside Shed for Column Lifts	\$ 80,000	\$ -
	Diagnostic Scan Tool mdmax5	\$ 12,000	\$ -
	Tire Changer & Balancer	\$ 34,000	\$ -
	Total Garage:	\$ 126,000	\$ -
Electric Fund	Electric Fund		
	Back Yard Machine - Setting Poles	\$ 260,000	\$ -
	Equipment Trailer	\$ 15,000	\$ -
	Allison Acres	\$ 400,000	\$ 400,000
	Sunnyside Development	\$ 500,000	\$ 500,000
	Russ-Walnut Project	\$ 105,830	\$ 105,830
	Chipper Truck - No Electric Option	\$ 120,000	\$ -
	Pole Rental Inventory	\$ -	\$ 50,000
	Electric Fund Total:	\$ 1,400,830	\$ 1,055,830
Water Fund	Water Fund		
Maint	Hy-Trak Skid Steer	\$ 70,000	\$ -
Maint	Meter Truck	\$ 75,000	\$ -
Maint	Water Meters to Replace Manual Read Meters	\$ 1,152,000	\$ -
Maint	Repeater Station	\$ 50,000	\$ -
Maint	SCADA System Upgrade	\$ 30,000	\$ -
Treatment	Filter/Process Turbidimeters	\$ 36,000	\$ -
Treatment	Filter Valve Actuators (Spares)	\$ 45,000	\$ -
Treatment	John Deere Excavator	\$ 100,000	\$ -
Treatment	Sludge Feasibility Study	\$ 25,000	\$ 25,000
	Water Fund Total:	\$ 1,583,000	\$ 25,000
Sewer Fund	Sewer Fund		
Maint	Sewer Truck Building	\$ 100,000	\$ -
Maint	Jack Hammer Split with Streets	\$ 5,400	\$ -
Maint	Lake Junaluska Sewer Rehab	\$ 250,000	\$ 162,739
Maint	Misc. Line Replacements	\$ 150,000	\$ -
Treatment	John Deere Excavator	\$ 60,000	\$ -
Treatment	Lab Equipment Upgrade	\$ 25,000	\$ 25,000
Treatment	Secondary Sludge Buliding Roof	\$ 50,000	\$ -
Treatment	Diesel Pump	\$ 100,000	\$ -
	Sewer Fund Total:	\$ 740,400	\$ 187,739

ARP FUNDS

Project Description	Appropriation of ARP Funds	Status
Law Enforcement for Police Department Vehicles	\$ 247,815	Complete
Fire Service for Fire Vehicles	\$ 81,119	Complete
Sanitation Service Garbage Cans	\$ 304,953	Complete
Storm Sewer on Kentucky Avenue	\$ 54,367	Complete
Greenway & Pedestrian Bridge	\$ 209,392	In Process - PO Issued
Water Project Pigeon Street	\$ 419,213	Complete
I&I Mitigation/Slip Lining	\$ 51,958	Complete
Column Lifts for Garage	\$ 43,745	Complete
F350 for Garage	\$ 58,858	Complete
Small Excavator	\$ 29,300	Complete
Tractor with Snow Removal Equipment	\$ 34,505	Complete
Dispatch Center Upgrade	\$ 112,189	Complete
Finance Dept SUV	\$ 39,042	Complete
Hazelwood Offices/FD Bunks	\$ 150,000	In Process - PO Issued
Police Sedan & Equipment	\$ 49,194	Complete
Police Fire Arms	\$ 8,221	Complete
Axon Car and Body Worn Camera System	\$ 84,769	Complete
Trash Truck	\$ 360,000	Ordered - PO Issued
Parks & Rec Maint. Truck	\$ 56,243	Complete
Obama King Park Bathroom	\$ 119,130	In Process - PO Issued
Repair of Tennis Courts	\$ 53,000	In Process - PO Issued
Electric Mower for Parks	\$ 22,000	Complete
Sewer Bypass Pump	\$ 50,804	In Process - PO Issued
Water Plant Support Beams for Basin	\$ 31,823	In Process - PO Issued
Water Plant Turbine Pumps	\$ 103,500	In Process - PO Issued
Water Plant Mushroom Tank (HFS & Caustic)	\$ 80,000	Waiting on Quotes
Water Plant Lab Instrumentation	\$ 15,000	Complete
Water Maint Browning Branch Pump Upgrade	\$ 55,000	Waiting on Quotes
Street Sweeper	\$ 280,522	Complete
HVAC for New DWC Office	\$ 26,249	In Process - PO Issued
Total	\$ 3,231,911	
Future Capital	\$ -	
TOTAL RECEIVED	\$ 3,231,911	

Debt Payments	
Description	Amount
Fire	
New Fire Truck	\$ 76,502
Land/Truck	\$ 75,257
Parks and Recreation	
Dectron Dehumidification Unit	\$ 88,665
Public Works	
Public Services Additions and Improvements	\$ 106,829
General Debt Service (Public Buildings & Parking)	
Fire Station	\$ 169,310
Police Station	\$ 211,337
TOTAL GENERAL FUND	\$ 727,900
Water Maintenance	
Water Meters	\$ 16,447
Various Water Lines	\$ 53,271
TOTAL WATER FUND	\$ 69,718
GRAND TOTAL	\$ 797,618

Town of Waynesville 24-25 Fee Schedule

Effective July 1, 2024 - June 30, 2025

GENERAL FUND	
Utility Accounts	
New Account Fee	\$25.00
Reconnection Fee	\$50.00
After Hours	\$100.00
Return Check Fee (Insufficient Funds)	\$25.00
Theft investigation charge (meter tampering)	\$ 75.00 per occurrence
Miscellaneous	
Copies - Black and White, per page	\$0.10
Copies - Color, per page	\$0.20
Copies- 24"-48" plot map copy - Black and White, per page	\$3.00
Copies- 24"-48" plot map - Color, per page	\$10.00
Weed, Brush Removal, or Mowing	\$150.00 for the first hour
Each Additional Hour	\$100.00/hour
SANITATION & SOLID WASTE COLLECTION (monthly fees)	
Residential Garbage (1 weekly pickup)	\$11.00
Commercial Garbage (1 weekly pickup)	\$24.00
CEMETERY	
Administrative Fee-Research Graves	\$50.00
Administrative Fee-Deed Transfer	\$100.00
Call Out (weekends, holidays, outside normal operating hours)	\$300.00
John Taylor and Shook Survey Sections	
Traditional Burial Space	\$2,000.00
(\$1,250 to perpetual care fund/\$750 to General Fund)	
Opening/Closing-Cremation	\$300.00
Columbarium Area	
Columbarium Niche	\$1,500.00
(\$1,000 to perpetual care fund/\$500 to General Fund, includes partial engraving of door.)	
Opening/Closing of Columbarium Area	\$300.00
(Includes completion of engraving of granite door, Town staff removing & replacing door.)	
In Ground Space for Cremations (Urn Garden)	\$1,500.00
(\$750 to perpetual care fund/\$550 to General Fund/ \$200 for flat granite stone)	
Urn Garden (in-ground inurnment) includes excavating and filling burial space by Town personnel, placement and engraving of granite marker to include the addition of date of death.	
POLICE DEPARTMENT	
Police Reports (per report)	\$2.00
Off Duty Security (4 hour minimum)	\$25.00 per hour
Parking Violations	
Overtime Parking	\$5.00
Parking in Restricted Area	\$10.00
Double Parking	\$10.00

Parking in Handicapped Space	\$100.00
Parking in Prohibited Area	\$10.00
Parking Too Close to Intersection	\$10.00
Parking in Wrong Direction	\$10.00
Parking in Alley Way	\$10.00
Obstructing Traffic Lane	\$10.00
Improper Parking	\$10.00
Parking in Loading Area	\$10.00
Parking in No Parking Zone	\$10.00
Parking in Fire Zone	\$50.00
Parking Too Close to Fire Hydrant	\$10.00
Parking Too Close to Stop Sign	\$10.00
Parking Across Lines	\$10.00
Parking in Crosswalk	\$10.00
Blocking Private Driveway	\$10.00
Persons violating parking regulations shall be subject to the above schedule of civil penalties to be recovered by the Town of Waynesville in civil action.	
DOWNTOWN MSD	
Festival Vendor Fees	
Booth Space	\$175.00
Double Booth Space	\$290.00
Commercial Food Vendor Booth Space	\$185.00
Commercial Food Vendor Double Booth Space	\$295.00
Non-profit Food Vendor Booth Space	\$125.00
Non-profit Food Vendor Double Booth Space	\$190.00
Parade Entry Fees	
Parade Entry Fee (per space)	\$40.00
Business Licenses	
Schedule B (State Regulated)	
Beer License - On Premises	\$15.00
Beer License - Off Premises	\$5.00
Wine License - On Premises	\$15.00
Wine License - Off Premises	\$10.00
Maximum penalty is 25% of the privilege license tax due	
Penalties are automatic, and may be recovered using the same collection methods available for the collection of privilege license taxes.	
PLANNING DEPARTMENT	
Planning & Zoning Permits	
Stand alone Land Dev Permit or Zoning Verification Letter	\$25.00
Certificate of LDS Compliance Zoning Verification/Zoning Letter	\$25.00

Temporary Use Permit other than mobile food vendors	\$20.00
Temporary Use Permit for mobile food vendors	\$50.00
Local Land Disturbing Permit (1000 sf < 1 acre)	\$75.00
Floodplain Development Permit	\$25.00
Operating Without Permit (Land Disturbance, Zoning, Occupancy, Signage, or Building Permit)	\$200.00
Minor Site Plan Review	
Single family or duplex residence	\$25.00
Multi-family with less than 8 units	\$100.00
Non-residential development or expansion up to 1,000 sq ft	\$100.00
Bed and Breakfast or Inns	\$100.00
Major Site Plan Review	
Multi-family residential	\$100.00 for up to 8 units and \$20/unit greater than 8
Non-residential development or expansion over 1,000 sq ft	\$200.00
Hotel/Motel	\$400.00
Subdivision (Minor)	\$50 + \$10/lot
Subdivision (Major)	\$350 + \$10/lot
Monopole Wireless Communications Tower	\$1,000.00
First Layer Parking Increase	\$500.00
All Others, in addition to site plan review fees	\$200.00
Special Use Permits	
General Commercial - Greater than 100,000SF	\$750.00
Monopole Wireless Communications Tower	\$1,000.00
First Layer Parking Increase	\$500.00
All Others, in Addition to site plan review fees	\$200.00
Stormwater Review Fee	
≤ 3 acres	\$750 + engineering review fee minimum \$200
> 3 acres	\$1200 + engineering review fee minimum \$200
Historic Preservation Commission	
Local Landmark Designation	\$200.00
Designation of Historic District	No charge
Certificate of Appropriateness (Minor)	\$25.00
Certificate of Appropriateness (Major)	\$50.00
Board of Adjustment	
Appeal of Administrative Decision	\$300.00
Variance Request	\$300.00
Text Amendment	\$500.00

Map Amendment (Rezoning)	
1 acre or less	\$500.00
Each additional acre	\$50.00
Conditional District - 1 acre or less	\$500.00
Each additional acre	\$100.00
Sign Permits	\$4.00 per sq. ft. - \$40 min.
Voluntary Annexation	\$250.00
Unopened right-of-way or platted street closure	\$250.00

Inspections	
New Single Family Dwelling/Single Family Additions (Crawl Space or Slab on Grade)	
0 to 1,000 square feet	\$.40 per sq. ft.
1,001 to 1,500 square feet	\$.45 per sq. ft.
1,501 to 2,000 square feet	\$.50 per sq. ft.
Over 2,000 square feet	\$.50 per sq. ft. and \$50.00 for each increase of 500 sq. ft.
Minimum	\$75.00 per trade
Unfinished Basement	\$100.00
Attached Garage	\$75.00
Homeowners Recovery Fund (per G.S. 87-15.6)	\$10.00
Single Family Alterations	
SQUARE FOOTAGE	
0-1000	\$.25 per sq. ft. - minimum \$75.00
1001 - 1500	\$.25 per sq. ft.
1501 - 2000	\$.25 per sq. ft.
2001 - 2500	\$.25 per sq. ft.
2501 - 3000	\$.25 per sq. ft.
3001-up	\$.25 per sq. ft. and \$50.00 for each increase of 500 sq. ft.
Deck Permit	
Uncovered Deck	\$100.00
	additional trades are \$75 per trade
Covered Deck	\$150.00
	additional trades are \$75 per trade
Modular Home	\$400.00
Manufactured Homes	
Single wide	\$200.00
Double wide	\$300.00
Triple wide	\$400.00
(Deck permit required over 35 sq. ft. of deck)	

Accessory Building (does not include trades)	
Includes Electric, Plumbing and A/C	\$75.00 each and \$.40 per sq. ft.
Miscellaneous Residential & Commercial	
Electric Service Change	\$75.00
Demolition permit	\$100.00
HVAC changeout	\$75.00
Gas Line	\$75.00
Water/Sewer line Replacement	\$75.00
Retaining wall	\$100.00
Swimming Pool	\$150.00
Permit renewal fee	\$50.00
Plumbing, electric, and mechanical not covered elsewhere (\$75.00 minimum charge per trade)	\$75.00 per trade
Other Permits and Fees	
Day Care & Home Care	\$75.00
ABC Inspection	\$200.00
Driveway Permit	\$150.00
Solar Panel	\$150.00
Starting construction without permit	Double the Permit Fee
Residential Re-roof	\$0.00
Commercial Re-roof of 20,000 s.f. or less	\$100.00
Commercial Re-roof greater than 20,000 s.f.	\$200.00
Occupancy Use	\$75.00
Plan Review - Commercial	\$.05 per sq ft
Fire Sprinkler and Fire Alarm Plan Review	\$150.00
Fire Sprinkler and Fire Alarm Permit Fee - no permit fee if submitted at time of application and part of the approved plans	\$150.00
Special Events Permit	\$50.00
Tent Inspection	\$50.00
Additional / Re-Inspection (each) after first fail	\$50.00
Pre-permit inspection (walk through commercial)	\$50.00
Commercial Building	
	\$.50/sq. ft.
Minimum	\$75.00 per trade

RECREATION DEPARTMENT											
Recreation Center		Admission		Memberships							
Category	Daily	6 Visits	1 Month		3 Months		6 Months		Yearly		
			Res	N-Res	Res	N-Res	Res	N-Res	Res	N-Res	
Family of 4**	\$ 25.00	\$ 125.00	\$ 83.00	\$ 90.00	\$ 205.00	\$ 215.00	\$393.30	\$414	\$763.80	\$804	
(Additional family members are \$14.00 per month)											
Family of 2**	\$ 15.00	\$ 75.00	\$ 69.00	\$ 72.00	\$ 165.00	\$ 172.00	\$307.80	\$325	\$592.80	\$624	
							\$51.30 mo.	\$54 mo.	\$49.40 mo.	\$52 mo.	
Individual Adult (18 - 59 yrs)	\$ 10.00	\$ 52.00	\$ 55.00	\$ 57.00	\$ 122.00	\$ 128.00	\$228	\$240	\$421.80	\$444	
							\$38 mo.	\$40 mo.	\$35.15 mo.	\$37 mo.	
Individual Child (5 - 11 yrs)	\$ 5.00	\$ 25.00	\$ 35.00	\$ 37.00	\$ 67.00	\$ 70.00	\$114	\$120	\$205.20	\$216	
							\$19 mo.	\$20 mo.	\$17.10 mo.	\$18 mo.	
Individual Youth (12 - 17 yrs)	\$ 8.00	\$ 40.00	\$ 41.00	\$ 43.00	\$ 79.80	\$ 84.00	\$142.50	\$150	\$262.20	\$276	
OR Full-Time Student (College or High School) with valid ID) OR Special (Senior Citizen (60 + yrs) OR Handicapped)											
Individual Spectator (5-99 yrs)	\$ 4.00										
Children (0 - 4 yrs)	\$ 2.00										
Pickleball Punch Pass 10 visits	\$ 40.00										
Corporate Membership Rate (available to businesses with five (5) or more employees as members)											
If total Corporate Membership drops below the 5 employee minimum, a 30 day grace period is allowed to obtain a 5th member. Proof of business may be required to obtain this rate.											
Category	Daily	6 Visits	1 Month	3 Months	6 Months	Yearly					
Family of 4		N/A	\$ 70.00	\$ 172.00	\$330	\$635					
(Additional family members are \$11.00 per month)											
Family of 2		N/A	\$ 57.00	\$136.00	\$260	\$495					
					\$43.33 mo.	\$41.25 mo.					
Individual Adult (18 - 59 yrs)		N/A	\$ 46.00	\$ 92.00	\$190	\$355					
					\$32 mo.	\$29.58 mo.					
Individual Youth (12 - 17 yrs)		N/A	\$ 34.00	\$ 68.00	\$120	\$215	\$17.91				
OR Full-Time Student (College or High School) with valid ID) OR Special (Senior Citizen (60 + yrs) OR Handicapped)											
Individual Spectator (5-99 yrs)	\$ 4.00										
Children (0 - 4 yrs)	FREE										
Memberships (Regular and Corporate)											
1 Month memberships expire one month from date of purchase.											
1 and 3 Month memberships must be paid in full.											
Consecutive monthly payment options are available for 6 Month and 12 Month Memberships. If a member fails to make the required payments, any future memberships must be paid in full or pay 1 month in full then can go back to regular payments.											
Childcare: Drop in											
Members: Free											
Non-members: \$6											
Admission Passes											
Daily, 6 Visit and 12 Visit passes are not considered memberships.											
6 visit passes expire 6 months from date of purchase.											
Family: an individual, spouse, or dependent children that can be claimed on taxes. Step-children and adopted children qualify. Court documentation is required to include foster children on a family membership. Anyone age 25 or over (other than parents), engaged couples, couples living together, older siblings, aunts, cousins, or grandchildren DO NOT qualify for the family rate.											
Group Rate (Daily visit for groups of 15 or more non-members. Available only with advance notice.)											
Individual Adult (18 - 59 yrs)										\$9.00	
Individual Child (5 - 11 yrs)										\$5.00	
Individual Youth (12 - 17 yrs)										\$7.00	

Recreation Center Rental Rates				
Multi-purpose Rooms				
*Rates are Based on Two Hour Minimum			Res	N-Res
1 Room			\$75.00	\$90.00
Kitchen + 1 Room			\$150.00	\$175.00
Kitchen + 2 Rooms			\$220.00	\$250.00
If utilizing for more than two hours (i.e. 3 hours or more) will be charged for an additional block of time.				
Pool Parties				
*rates applicable for 2 hour time blocks (Saturdays 11:30-1:30, 1:30-3:30,3:30-5:30)			Res	N-Res
Headcount				
up to 20			\$75.00	\$85.00
21-30			\$85.00	\$95.00
31-40			\$100.00	\$115.00
41-50			\$120.00	\$140.00
Private Pool Parties	*Saturdays 5:30-7:30	up to 50	\$225.00	\$250.00
		51-75	\$275.00	\$300.00
		76+	\$350.00	\$375.00
Kayak Roll Session *winter season per person			\$12.00	\$15.00
Gymnasium (Capacity 709) (10 am - 12 noon; 1 - 3 pm; 4 - 6 pm) - applicable to operating hours			Res	N-Res
Entire Gym			\$150.00	\$200.00
1/2 of the Gym			\$100.00	\$125.00
Custom Rental Per Estimate			\$250.00	\$300.00
Table Rental			\$7 per table	
Volleyball/Pickleball Setup			No Extra Charge	
Pickleball Tournaments Held Only at the Armory				
Athletic Programs				
Softball Field Rental			Res	N-Res
All day			\$200.00	\$225.00
Night only			\$100.00	\$125.00
Other Fees and Charges				
			Res	N-Res
Bleacher Rental (1-2 sets,5 row, for 24 hours)			\$125.00	\$250.00
(3-4 sets, 5 row, for 24 hours)			\$225.00	\$250.00
Shelter Rental (8 am - 12 noon; 1 - 5 pm)			\$80.00	\$100.00
Rental of greenspace - no shelter			Res	N-Res
Contract rental priced by activity			0-50 \$	\$ 125.00 \$ 150.00
			51-100 \$	\$ 200.00 \$ 225.00
			101+ \$	\$ 250.00 \$ 275.00
Old Armory				
Daily Admission			Res	N-Res
			\$4.00	\$6.00
Current Recreation Center members			No Charge	
Individuals ages 17 and under, 60 and above, special needs, or involved with a program at the Armory			No Charge	
Old Armory Rental Rates (2 hour blocks)				
24 hour max, 8 hours per day plus \$7 per table rental			Res	N-Res
Gymnasium - applicable to operating hours			\$220.00	\$250.00
Cafeteria			\$100.00	\$150.00
Camp Fees (per week per child)				
			Res	N-Res
Summer Camp			\$160.00	\$175.00
After School (\$10 additional child fee)			\$50.00	\$50.00
Home School (\$10 additional child fee)			\$5.00	\$10.00
American Red Cross Course Fees				
			Res	N-Res
Lifeguard Course			\$300.00	\$350.00
CPR/First Aid/AED Course			\$75.00	\$100.00

Swim Lessons Fees			
		Res	N-Res
Private Lessons *appointment only	Single session	\$40.00	\$50.00
	Five sessions	\$150.00	\$175.00
	Ten sessions	\$250.00	\$350.00
Group Lessons *sessions per month	Four sessions	\$80.00	\$100.00
	Eight sessions	\$120.00	\$150.00
Base Camp on the Go Festival Fees (2 hour minimum)			
Up to 50 participants			\$125 per hour
51 to 100 participants			\$225 per hour
101 plus participants			\$275 per hour
Refundable damage deposit			\$275.00
* Renter responsible for additional fees if crowd exceeds the anticipated number			

Water Fund		
Water Rates		
	Inside	Outside
Bulk Sales (contract)	\$1.68/100 cf.	\$2.88/100 cf.
Industrial Sales	\$1.74/100 cf.	\$3.02/100 cf.
Retail Sales (Residential and Commercial)		
(Base Charge) 0-275 cubic foot	\$17.83	\$32.14
> 275 cubic foot	\$1.95/100 cf.	\$3.47/100 cf.
Irrigation Only Meter	Inside	Outside
(Base Charge) 0-275 cubic foot	\$17.83	\$32.14
> 275 cubic foot	\$2.93/100 cf.	\$4.31/100 cf.
Pump Fee (per pump)	\$8.39	\$12.54
Sales From Fire Hydrant		\$.02569/gallon
Illegal Hydrant Connection/Use		\$500 plus any damages
Maggie Valley Sanitary District		
0 - 10,000 gallons		\$3,076.19
All over 10,000 gallons (per 1,000 gal.)		\$12.57/1,000 gal.
Fire Line Connection (monthly)	Inside	Outside
<2 inch	\$3.12	\$7.03
<4 inch	\$12.48	\$28.08
<6 inch	\$25.03	\$56.29
>6 inch	\$43.82	\$97.48
Deposits (tenant-occupied accounts only)	Inside	Outside
	\$60.00	\$100.00
Refund, transfer and application of deposit policies are the same as for electric deposits.		
Late Payment Penalty (applied to any arrears balance)		2% per month
Reconnection Fee		\$50.00
Reconnection Fee After 4 PM or on Weekends		\$100.00
Tampering Fee		
First offense		\$200.00
Second offense (or if service is disconnected)		\$500.00
Third offense (meter will be removed)		Full cost of tap and connection fee
Meter Testing Fee (reimbursable if beyond 2.5% off)		\$75.00
At-fault damage to fire hydrant		\$100 per hour plus cost of equipment
Meter Relocation Fee		\$200.00 plus cost of specialized equipment, if necessary
Water Tap		
Residential (5/8" x 3/4")		\$1,450.00
Special (3/4" x 3/4")		\$1,500.00
1"		\$1,750.00
1 1/2"		\$2,250.00
2"		\$3,250.00
Greater than 2"		\$1,500 + Costs
Water Capacity Fees - effective July 1, 2018		
Per gallon per day		\$2.62
Residential Water and Sewer Capacity Fees are capped at \$150,000 combined		
It is the policy of the Town of Waynesville to establish a schedule of "System Development Fees in accordance with Article 8 of Chapter 162 of the North Carolina General Statutes. The fees are intended to defray the cost of the water and sewer infrastructure as calculated in a report by McGill Associates dated March, 2018 and titled "Cost-Justified Water and Wastewater System Development Fees Report".		
Sewer Fund		
Sewer Rates (Based on water consumption unless separately metered)		
Late Payment Penalty (applied to any arrears balance)		2% per month
	Inside	Outside

Bulk Sales (Industrial, min. 5,000 gpd)		\$2.9294/100 cf.	\$4.9892/100 cf.
Industrial Waste Surcharges			
		BOD	\$151.98/1,000 lbs.
		COD	\$80.98/1,000 lbs.
		TSS	\$80.98/1,000 lbs.
Retail Sales (Residential and Commercial)			
		Inside	Outside
(Base Charge) 0-275 cubic foot		\$25.94	\$46.88
>275 cubic foot		\$3.76/100 cf.	\$6.89/100 cf.
Flat Rate Sewer Only			\$60.00
Connection Fee			\$25.00
After Hours Connection Fee			\$75.00
Industrial User Permits		Inside	Outside
Annual Fee		\$1,000.00	\$2,000.00
Application Fee		\$200.00	\$400.00
Hauled Wastewater			
Septic Tank (domestic only)		\$0.0414/gallon \$54.23 minimum	
Industrial Waste (non-domestic)		\$0.0414/gallon \$108.92 minimum	
Industrial Waste (out of county)		\$0.0835/gallon \$163.66 minimum	
All unit prices are applied to tanker capacity without regard to fill percentage			
Grease Blockage			\$250.00/minimum on callout
Sewer Tap			
4"		\$1,450.00	
6" and larger		\$1,700.00	
Sewer Capacity Fee - effective July 1, 2018			
Per Gallon per Day		\$3.05	
Residential Water and Sewer Capacity Fees are capped at \$150,000 combined			
In addition to the tap fee, new connections to the sewage system of the Town of Waynesville shall pay a sewer capacity fee based on wastewater design flow rate determined from the table of minimum allowable design daily flow in 15A NCAC, 02T.0114 of the Environmental Management regulations contained in the North Carolina Administrative Code.			
For the tributary sewer systems of Junaluska Sanitary District, Town of Clyde or Maggie Valley, wastewater flow allocation letters will be charged the sewer capacity fee at the outside rate. Lake Junaluska Assembly will be charged the sewer capacity fee for flow allocation letters at the inside rate (in consideration of their participation between 1942 and 1990 in the costs of sewer trunk and treatment plant facilities). The minimum flow rate is 240 GPD.			
<i>It is the policy of the Town of Waynesville to establish a schedule of "System Development Fees in accordance with Article 8 of Chapter 162 of the North Carolina General Statutes. The fees are intended to defray the cost of the water and sewer infrastructure as calculated in a report by McGill Associates dated March, 2018 and titled "Cost-Justified Water and Wastewater System Development Fees Report". *Equivalent flow rates will be per the North Carolina Administrative Code 15A: NCAC 18C.0409 and NCAC 02T.0114 (Authority NCGS 130A-315; 103A-317)</i>			
Electric Fund			
Electric Rates			
Waynesville's electric rates are reviewed and adjusted monthly based on power costs billed by town's supplier for wholesale rates. Monthly reviews will determine fuel adjustments to be added to base rates shown below.			
All electric sales are subject to a 7% sales tax imposed by the State of North Carolina, with the exception of electric sales to the State of North Carolina or United States government, which are exempt from the sales tax.			
Residential & Commercial fuel adjustment added to base rate as of January 1, 2018 is \$ 0.00000 per kWh.			
Late Payment Penalty (applied to any arrears balance)			2% per month
Residential			
		Base Charge	\$15.57

	All kWh(s)	\$0.14047/kWh
Residential Solar (Accounts established prior to 4/26/22)		
	Base Charge	\$42.94
	All kWh(s)	0.0780285/kWh
Net Meter Residential Solar Rate Rider (20kW Max. Sized to Existing Consumption)		
	Base Charge in addition to residential base rate	\$11.24
	Residential Rate	\$0.14047/kWh
	Solar Power Credit	\$.0125 less than residential rate
Commercial, Single Phase (No Demand)		
	Base Charge	\$16.50
	1 - 700 kWh	\$0.16569/kWh
	701 - 4,000 kWh	\$0.13304/kWh
	All over 4,000 kWh	\$0.12711/kWh
Commercial, Three Phase (No Demand)		
	Base Charge	\$25.43
	1 - 700 kWh	\$0.16569/kWh
	701 - 4,000 kWh	\$0.13304/kWh
	All over 4,000 kWh	\$0.12473/kWh
Net Metering Commercial Solar Rate Rider (150 kW max. Sized to Existing Consumption)		
	Base Charge in addition to commercial base rate	\$11.91
	1 - 700 kWh	\$0.16568/kWh
	701 - 4,000 kWh	\$0.13304/kWh
	All over 4,000 kWh	\$0.12711/kWh
	Solar Power Credit	\$0.09
Net Metering Governmental Solar Rate Rider (150 kW max. Sized to Existing Consumption)		
	Base Charge in addition to commercial base rate	\$11.91
	1 - 700 kWh	\$0.16568/kWh
	701 - 4,000 kWh	\$0.13304/kWh
	All over 4,000 kWh	\$0.12711/kWh
	Solar Power Credit	\$0.09
Demand Accounts		
Demand meters are placed on all commercial accounts with an actual or anticipated 12 month average consumption of at least 5,000 kWh per month.		
Accounts will be removed from demand service rates when the calendar year average declines below a 5,000 kWh per month average or the nature of the operation is changed to the extent that the average consumption will be less than 5,000 kWh per month.		
Three Phase		
	Base Charge	\$18.94
	Usage	\$0.097428/kWh
Single Phase		
	Base Charge	\$16.50
	Usage	\$0.097428/kWh
In addition to the kilowatt hours charges, peak metered demand is billed at \$8.3073 per kilowatt of peak demand per month.		
Industrial Accounts		
Industrial rates are used on all industrial accounts with an actual or anticipated 12 month average consumption of at least 1,500,000 kWh per month.		
Industrial fuel adjustment added to base rate as of January 1, 2018 is \$ 0.00000 per kWh.		
Three Phase		
	Base Charge	\$18.94
	Usage	\$0.071605/kWh
In addition to the kilowatt hours charges, peak metered demand is billed at \$17.72 per kilowatt of peak demand per month.		
Renewable Energy and Efficiency Portfolio Standards (REPS)		
In 2007, the North Carolina General Assembly passed legislation that requires utility companies to develop an increasing supply of alternative energy resources, with 3% of their total supply coming from renewable by 2013 and 12% from renewable by 2021. Utility companies are charging their customers to recover the cost of the renewable energy they purchase. In turn the Town is passing along these costs to its customers. These charges (REPS) are set each December by our power supplier.		

	Residential	\$0.66
	Commercial	\$5.36
	Industrial	\$41.69
Deposits (tenant-occupied accounts only)		
	Residential	\$170.00
	Commercial	\$200.00
Deposits may be refunded at customer request if the most recent twelve months of billings have been paid before a late-payment penalty has been added. Deposits available at termination of service are applied to unpaid utility balances and any excess deposit is refunded to customer.		
Deposits may be transferred to a new account when customer is moving if the current account is paid in full. The final bill at the current location will be transferred to the new location if not paid in full within thirty (30) days of billing.		
Area Lighting Fixture		
	30 to 140 LED/Sodium Vapor, 100w/ 9,500 lumen Semi-Enclosed	\$15.00
	150 to 215 LED/Sodium Vapor, 400w/50,000 lumen Enclosed	\$30.00
	220 to 280 LED/Metal Halide, 400w/40,000 lumen Flood	\$45.00
Lighting Fixtures (no longer available to new customers)		
	Sodium Vapor, 150w/16,000 lumen Semi-Enclosed	\$19.00
	Sodium Vapor, 400w/50,000 lumen Flood	\$33.00
	Mercury, 175w/ 7,000 lumen Semi-Enclosed	\$13.00
Special Area Lighting Pole		
	If other than distribution pole, add monthly charge per pole	
	Wood	\$7.00
	Or, a one-time pole charge	\$250.00
Underground service for area lighting		
	Monthly	\$5.00
	Or a one-time charge	\$200.00
Underground Service for New Homes (Up to 4/0 wire)		
	0 - 100 feet of wire from pole to house	\$250.00
	All wire over 100 feet	\$3.00/ft
Underground Service for Existing Homes That Change from Overhead (Up to 4/0 wire)		
	Opening and Closing of Ditch	\$100.00/hr
	All wire	\$3.00/ft
3 Phase Underground Service		
	4/0 wire	\$3.00/ft
	350 mcm	\$4.00/ft
	500 mcm	\$5.50/ft
	Opening and Closing of Ditch	\$100.00/hr
If a customer digs his own ditch, the ditch must meet electrical code before the Town will put wire into the ditch.		
Reconnection Fee		\$50.00
Reconnection Fee After 4 PM or on Weekends		\$100.00
Demand Account Reconnection Fee		\$100 per hour plus cost of supplies/equipment
Broken Seal on Electric Meter		\$100.00
Tampering Fee		
	First offense	\$400.00
	Second offense (or if service is disconnected)	\$1,000.00
	Third offense (meter will be removed)	Full cost of tap and connection fee
Meter Testing Fee (reimbursable if beyond 2.5% off)		\$100.00
Meter Relocation Fee		\$200.00 plus cost of specialized equipment, if nec
At Fault damage to power pole/equipment		\$100 per hour plus cost of equipment
Pole Co-Location Fees		
Cable Attachment Rate		\$25.00 per pole
Remove Stub Pole		\$250 per pole

Transfer Tangent Telephone Attachment	\$50 per attachment
Electric Cooperative Installation of Underground Ground Lead	\$100 per ground lead
Electric Cooperative Installation of Overhead Pole Ground	\$175 per ground

Storm Water Fund

The Storm Water Fund is established to provide revenue to administer the EPA Storm Water Program. The Fund creates five Residential and five Commercial fee tiers determined by parcel acreage. Fees are applied in multiples of an "Equivalent Residential Unit" (ERU) determined by the average impervious surface of parcels throughout Town with the associated fee of a single ERU being \$2.86. For example, such impervious surfaces would include building footprints as well as paved and unpaved driveways. Larger properties are categorized into higher tiers in order to consider the increased potential impact of those properties on the Town's stormwater management system so that the burden of managing those effects is better distributed proportionately.

Storm Water Rates

Residential

ERA Range	ERU	Monthly Fee	Annual Fee
Tier 1: 0.0001 - 0.7001	0.5	\$ 1.43	\$ 17.15
Tier 2: 0.7002 - 1.4002	1.0	\$ 2.86	\$ 34.30
Tier 3: 1.4003 - 2.1003	2.0	\$ 5.72	\$ 68.59
Tier 4: 2.1004 - 2.8004	3.0	\$ 8.57	\$ 102.89
Tier 5: 2.8005 - and up	4.0	\$ 11.43	\$ 137.19

Commercial

ERA Range	ERU	Monthly Fee	Annual Fee
Tier 1: 0.0001 - 0.7001	1.0	\$ 2.86	\$ 34.30
Tier 2: 0.7002 - 1.4002	2.0	\$ 5.72	\$ 68.59
Tier 3: 1.4003 - 2.1003	3.0	\$ 8.57	\$ 102.89
Tier 4: 2.1004 - 2.8004	6.0	\$ 14.15	\$ 205.78
Tier 5: 2.8005 - and up	9.0	\$ 25.72	\$ 308.67

ORDINANCE NO. O-26-24
BUDGET ORDINANCE 2024-2025

SECTION 1: The following amounts are hereby appropriated for the operation of the Town of Waynesville and its activities for the fiscal year beginning July 1, 2024 and ending June 30, 2025 according to the following summary and schedules.

SUMMARY	Estimated Revenues	Appropriations
General Fund	\$ 19,039,765	\$ 19,039,765
Water Fund	\$ 3,535,417	\$ 3,535,417
Sewer Fund	\$ 3,970,000	\$ 3,970,000
Electric Fund	\$ 11,324,608	\$ 11,324,608
Stormwater Fund	\$ 200,000	\$ 200,000
TOTAL BUDGET	\$ 38,069,790	\$ 38,069,790

SECTION 2: That for the said fiscal year there is hereby appropriated out of the General Fund the following:

Estimated Expenditures	Amount
Town Council	\$ 40,317
Administration	\$ 229,930
Downtown	\$ 198,400
Finance	\$ 473,720
Public Works	\$ 678,139
Police	\$ 6,170,460
Fire	\$ 3,168,945
Street and Sanitation	\$ 2,880,920
Powell Bill	\$ 505,000
Cemetery	\$ 289,930
Development Services	\$ 1,025,005
Special Appropriations	\$ 94,500
Parks and Recreation	\$ 2,903,851
Debt Service	\$ 380,648
Total	\$ 19,039,765

SECTION 3: It is estimated that the following General Fund Revenues will be available during the fiscal year beginning July 1, 2024 and ending June 30, 2025 to meet the foregoing General Fund Appropriations:

Estimated Revenues	Amount
Ad Valorem Taxes-Current and Previous years	\$ 8,134,215
Fire Tax	\$ 635,900
Sales Tax	\$ 4,680,000
Utilities Franchise Tax	\$ 812,000
Wine and Beer	\$ 40,000
Other Taxes	\$ 7,650
Court Costs and Fees	\$ 1,500
Powell Bill	\$ 405,000
DWC Event Fees	\$ 35,000
Building Permits and Fees	\$ 193,850
Reconnect and Late Fees	\$ 90,000
Cemetery Revenues	\$ 26,000
Recreation Department Revenues	\$ 497,250
Police Contract Services	\$ 170,000
Garbage Sanitation Fees	\$ 690,000
Investment Income	\$ 300,000
Miscellaneous Income	\$ 115,800
Sale of Fixed Assets and Materials	\$ 25,000
Operating Transfer from Other Funds	\$ 1,275,600
A B C Revenues	\$ 216,000
Fund Balance Appropriated – Powell Bill	\$ 100,000
Fund Balance Appropriated	\$ 589,000

Total	\$	19,039,765
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SECTION 4: That for said fiscal year there is hereby appropriated out of the Water Fund the following:

Estimated Expenditures

Water Maintenance	\$	1,339,310
Water Treatment	\$	1,263,390
Charges by General Fund	\$	932,717
Total	\$	3,535,417

SECTION 5: It is estimated that the following Water Fund Revenues will be available during the fiscal year beginning July 1, 2024 and ending June 30, 2025 to meet the foregoing Water Fund Appropriations:

Estimated Revenues

Water Charges	\$	3,350,000
Water Taps And Connections	\$	45,000
Capacity Fee	\$	25,000
Miscellaneous Revenue	\$	2,000
Investment Income	\$	65,000
Fund Balance Appropriated	\$	48,417
Total	\$	3,535,417

SECTION 6: That for said fiscal year there is hereby appropriated out of Sewer Fund the following:

Estimated Expenditures

Sewer Maintenance	\$	1,259,419
Sewer Treatment	\$	1,783,045
Charges by General Fund	\$	927,536
Operating Transfer	\$	-
Total	\$	3,970,000

SECTION 7: It is estimated that the following Sewer Fund Revenues will be available during the fiscal year beginning July 1, 2024 and ending June 30, 2025 to meet the foregoing Sewer Fund Appropriations:

Estimated Revenues

Sewer Charges	\$	3,825,000
Sewer Taps And Connections	\$	30,000
Capacity Fee	\$	25,000
Investment Income	\$	90,000
Fund Balance Appropriated	\$	-
Total	\$	3,970,000

SECTION 8: That for said fiscal year there is hereby appropriated out of the Electric Fund the following:

Estimated Expenditures

Maintenance	\$	2,238,050
Power Purchases	\$	6,470,000
Charges by General Fund	\$	1,235,128
Operating Transfers	\$	1,381,430
Total	\$	11,324,608

SECTION 9: It is estimated that the following Electric Fund Revenues will be available during the fiscal year beginning July 1, 2024 and ending June 30, 2025 to meet the foregoing Electric Fund Appropriations:

Estimated Revenues

Electric Charges	\$	10,325,500
Security Lights	\$	56,000
Street Lights	\$	115,000
Underground Service Install	\$	15,000
Renewable Energy Portf. Stand.	\$	59,000

Electric Pole Rent	\$	82,000
Sales Tax Charges	\$	510,000
Miscellaneous Revenue	\$	20,000
Sale of Materials/Fixed Assets	\$	1,000
Investment Income	\$	65,000
Fund Balance Appropriated	\$	76,108
Total	\$	11,324,608

SECTION 10: That for said fiscal year there is hereby appropriated out of the Stormwater Fund the following:

Estimated Expenditures

Stormwater Management	\$	117,910
Charges by General Fund	\$	82,090
Total	\$	200,000

SECTION 11: It is estimated that the following Stormwater Fund Revenues will be available during the fiscal year beginning July 1, 2024 and ending June 30, 2025 to meet the foregoing Stormwater Fund Appropriations:

Estimated Revenues

Stormwater Charges	\$	200,000
Total	\$	200,000

SECTION 12: Tax Rate Established

An Ad Valorem tax rate of 47.70 cents per \$100 on real and personal property billed by the town is hereby established for the Town of Waynesville. The total real and personal property valuation is \$1,546,111,001 as of January 1, 2024 with an estimated rate of collection of 99.19 percent and on motor vehicles billed by the North Carolina Department of Motor Vehicles with a value of \$120,014,187 with an estimated rate of collection of 99.99 percent for motor vehicles collected by the state. A tax rate of 19 cents per \$100 is hereby established for the Downtown Waynesville MSD with a valuation of \$57,234,400 as of January 1, 2024, with an estimated rate of collection of 99.19 percent.

SECTION 13: Rates effective for the fiscal year beginning July 1, 2024 are contained in the accompanying Town of Waynesville 2024-2025 Fee Schedule.

SECTION 14: Special Authorization

- A. The Budget Officer may transfer amounts between objects of expenditure within a department without limitations.
- B. The Budget Officer may make interfund loans as deemed necessary.

SECTION 15: Restrictions - Budget Officer

- A. The transfer of monies between funds, except as noted in this document, shall be accomplished by Town Council authorization only.
- B. The utilization of any reserve or contingency appropriation shall be accomplished only with Council authorization.

SECTION 16: Encumbrances at Year End

Funds encumbered by the Town of Waynesville as of June 30, 2024 are hereby appropriated to this budget.

SECTION 17: Utilization of Budget and Budget Ordinance

This Ordinance and the Budget Document shall be the basis of the financial plan for the Waynesville Municipal Government during the 2024-2025 fiscal year.

The Budget Officer shall administer the budget and ensure that departments are provided guidance and sufficient information to implement their appropriate portion of the budget. The Finance Department shall establish records which are in consonance with the budget and this ordinance and the appropriate statutes of the State of North Carolina.

Adopted this 11th day of June 2024.

TOWN OF WAYNESVILLE:

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Sharpe Bradley, Town Attorney

J. Gary Caldwell, Mayor

RESOLUTION NO. R-14-24

Resolution on Financial Operating Plan for the Garage Internal Service Fund

WHEREAS, the Town Council of the Town of Waynesville, wishes to establish a financial operating plan for the Garage Internal Service Fund.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville to adopt a financial operating plan for the 2024-2025 year for the Garage Internal Service Fund as follows:

Garage Operations:

Estimated Revenues:

Charges to User Departments	\$	1,186,780
Total	\$	1,186,780

Appropriations:

Operations

	\$	1,186,780
Total	\$	1,186,780

Adopted this 11th day of June 2024.

ATTEST:

TOWN OF WAYNESVILLE:

Candace Poolton, Town Clerk

J. Gary Caldwell, Mayor

APPROVED AS TO FORM:

Martha Sharpe Bradley, Town Attorney

TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: May 28, 2024

SUBJECT: Longview Conditional District Map Amendment (Rezoning)

AGENDA INFORMATION:

Agenda Location: Old Business
Item Number:
Department: Development Services & Legal
Contact: Elizabeth Teague & Martha Bradley
Presenter: **Martha Bradley**

BRIEF SUMMARY: Waynesville Inn & Golf Club (WIGC) applied for a conditional district rezoning for approximately 3.5 acres off Longview Drive which would be subdivided into 12 lots for the construction of single-family residences. The application sought lenience for lot size, lot width, pedestrian facilities, civic space, landscape plan, and driveway requirements. Following a public hearing at the May 14, 2024 meeting, the Council voted to close the public hearing and hold a vote on the application at its May 28, 2024 to allow time for Town staff to meet with the developer to negotiate mutually agreeable conditions for the rezoning which addressed concerns raised by the Council and members of the public during the public hearing.

MOTION FOR CONSIDERATION:

1. Motion to find the Conditional District Map Amendment as proposed / amended as being consistent / inconsistent with the 2035 Land Use Plan and reasonable (or not) and in the public interest (or not).
2. Motion to approve / deny the proposed / amended Conditional District Map Amendment.

FUNDING SOURCE/IMPACT: General

ATTACHMENTS:

1. The Residences at Farmer Branch Architectural Design Guidelines (5/21/24)
2. Conditional District – Rezoning Plan (revised)
3. Draft ordinance **approving** application for conditional district rezoning
4. Draft ordinance **denying** application for conditional district rezoning

COMMENTS AND RECOMMENDATIONS

Town staff, as well as Council members Anthony Sutton and Jon Feichter, met with Patrick Bradshaw, Emily Clark, and David Clark at WIGC on Monday, May 20, 2024 to discuss mutually agreeable conditions for the proposed rezoning.

Key points of the terms discussed include:

- The developer will increase lot sizes to 0.33-acre each and will submit a redrawn site plan for the meeting on the 28th to reflect that change.
- The developer would not agree to reduce the overall number of houses or lots.
- The Town agreed to a 20-foot setback **between structures** on adjacent lots but **not** in reference to the lot line. (Fire code will still require that all structures be at least 5 feet from the lot lines.)
- Each residence must have a minimum of 1.5 parking spaces to provide room for 1 full-size vehicle and 1 golf cart to provide for transportation between the house and main parking area where overflow parking will be provided.

- Most, if not all, of the old growth trees on the property must be removed either due to disease or because they block access to Longview.
- They will submit a site plan which complies with our landscape and civic space requirements, and no longer seek to be exempt from those code section. If necessary, they will work with Development Services staff to accomplish alternative compliance with those sections.
- The developer reiterated that they would accept conditions which incorporate the design terms they presented during the public hearing to make those standards enforceable.

Several neighbors attended. Their primary concerns remained consistent with the comments made during the hearing last week: lot size, spacing, preservation of their view, and connection of the subdivision lane with Longview near the intersection with Willow Drive.

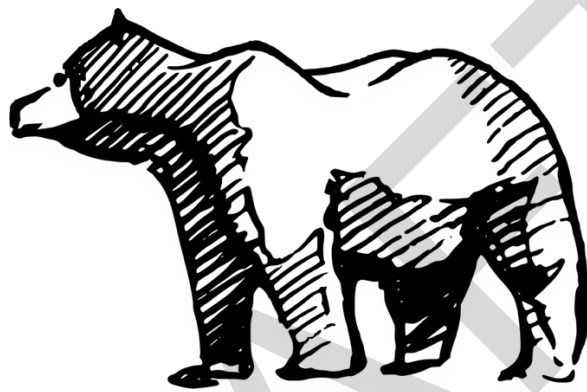
As a result of the agreed upon terms, WIGC has submitted the current draft of their architectural review guidelines and a revised site plan. Those documents are included in the agenda packet. As you can see from item 3. in the draft approval ordinance, waiver of the Town's design standards (LDS Chapter 5) are conditioned upon two things: 1) review and approval of the final guidelines by Development Services; and 2) recording the approved guidelines with the Register of Deeds.

Following the meeting, the Town Attorney and Development Services staff have worked with Patrick Bradshaw to develop language approving the rezoning application with conditions the developer will accept. The final version of that ordinance draft is attached here for your review.

In addition, in the event that the agreed upon conditions do not satisfy the concerns expressed by the Council at the last meeting, a draft ordinance denying the rezoning application is attached for your review as well.

The Residences at Farmer Branch

A Waynesville Inn and Golf Club Community



Architectural Design Guidelines

Edited 5/21/2024

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INTRODUCTION

VISION

Located in Haywood County, Waynesville is tucked in the scenic southwestern part of North Carolina. It is easily accessible from Asheville via Interstate 40. While Western North Carolina continues to emerge as one of the country's top destinations, Waynesville attracts weekend travelers and vacationers from many major markets in the southeast. Additional benefits to this location is the proximity to the Blue Ridge Parkway, Great Smoky Mountains National Park, Appalachian Trail, Harrah's Cherokee Casino, and world class fly fishing. Waynesville is often referred to as the granddaddy of golfing opportunities in Haywood County.



The **Residences at Farmer Branch** has been planned and designed as a medium density housing addition to the newly renovated Waynesville Inn and Golf Club. Thoughtful planning has created easily accessible lots with expansive views of the award-winning golf course and Blue Ridge Mountains. The result is two distinctive parcels; Longview and Greenview located along the tenth and twelfth holes of the golf course.

FARMER BRANCH DESIGN REVIEW PROCESS

The intent of the Architectural Guidelines is to build on the architectural traditions of western North Carolina and to respect the surrounding neighborhoods and site. Emphasis for building at Farmer Branch is placed on the quality of the site work, architectural design, construction materials and landscaping of the individual homesites. To support this belief these Design Guidelines have been created to help owners, builders and architects to achieve the best possible home for themselves as well as for the land and surrounding community.

CREATING A DESIGN TEAM

The design process begins with the Owner and their design team. Generally, the design team consists of a licensed architect, licensed landscape architect and licensed general contractor. These team members will assist with the review process through construction. Coordination between the Owner, architect and contractor is crucial to the success of the project. The sum of the site and house (the parts) will help to shape the image and character Farmer Branch.

ARCHITECTURAL REVIEW COMMITTEE

The Farmer Branch design guidelines act as a basis for you and your design professionals to create your new home design for the Farmer Branch community. All construction projects at Farmer Branch are submitted to the Architectural Control Committee (ACC) for review and approval. This includes improvements to homes including fences, porches, accessory structures, and landscaping. The ACC will conduct the review process of your home at Farmer Branch and can provide answers to questions you or your design team may have regarding the following guidelines. The ACC meets once a month, on an as needed basis, to review design submittals. The ACC meeting will be monthly on the fourth (4th) Tuesday at 10:00am. Completed submittal applications and documents are to be received by the ACC no later than seven days prior to review date. The architectural review process is a mechanism designed to protect and preserve the character and quality of development within the community.

DESIGN REVIEW PROCESS

The Farmer Branch design guidelines act as a basis for you and your design professionals to create your new home design for the Farmer Branch community. All construction projects at Farmer Branch are submitted to the Architectural Control Committee (ACC) for review and approval. This includes improvements to homes including fences, porches, accessory structures, and landscaping. It is the design team's responsibility to read and abide by all guidelines. As with any guidelines of this type there may be exceptions to the recommended procedure, through a variance approved by the Architectural Control Committee (ACC). All submittals should be based on this document.

The Design Review Process consists of four primary steps. These include:

STEP 1: SKETCH PLAN/SITE VISIT* - The Owner, Design Team and a representative from the ACC will meet on the lot to orient all parties to the specific nature of each lot. Any sketches, precedent images, etc. of the proposed home are valuable at this meeting. Rough sketches and inspiration images are ideal to convey a sense of the style and size of the home being planned.

STEP 2-A: PRELIMINARY DESIGN SUBMITTAL*- At preliminary design submission a preliminary site plan, floor plans, and elevations are required. Preliminary design should further develop the concepts presented at the sketch plan/site visit. All major elements of the home and site plan should be incorporated into the overall draft design. **Refer to Form ?**

STEP 2-B: BUILDER APPROVAL*- All builders must obtain approval to build from the ACC. If a builder has already been approved by the ACC, no additional application is required.

STEP 3: FINAL DESIGN SUBMISSION*- Upon completion of final design, incorporating any/all comments and recommendations from prior ACC reviews, the final design can be submitted for final review. Material and color samples are required for review along with copies of the site plans, floor plans, and elevations. Upon approval of the final design submission, the builder is released to obtain a building permit and proceed with construction.

STEP 4: FINAL LANDSCAPE PLAN*- As construction nears completion (approximately three months prior to completion), a final review of the landscape plan is required. This final plan should indicate any existing trees to remain and any ornamental planting.

CONSTRUCTION SCHEDULE

After the ACC has approved the project for construction, the builder will be given an initial 18 months to complete construction. If construction inactivity reaches 90 days, the ACC will request explanation of inactivity and potential forfeit of builder deposit and/or weekly fines may apply. If the builder requires additional time to complete the construction, the builder must submit an extension request to the ACC. The ACC will review any Extension request and provide an approval or denial.

FEES & DEPOSITS

- \$1000 Application Fee - See Appendix B
- Refundable Builder Deposit: \$10,000 - This will be used to cover any builder violations as described in the Enforcement and Penalty section of these Guidelines.
- Non-Refundable Owner Impact Fee: \$2,000. This will minimize potential special assessments needed for road repair due to construction activity. These funds will be held in the Association's account and shall be used specifically for the repair of roads.

VARIANCES

The ACC may approve variances to these guidelines, on a case-by-case basis, should it be warranted due to site conditions, unique architectural considerations, or to promote better privacy. Approved variances do not set a precedent. All proposed changes to the design guidelines are required to be reviewed by the ACC.

SITE DESIGN

CLEARING, GRADING & EROSION CONTROL

Homeowners and their design team shall consider the existing topography and proximity to surrounding dwellings when developing the design. Grading plans must take into consideration adjoining lots. The site design shall clearly show all clearing and grading required. Site grading must be designed to avoid detrimental drainage of surface water onto adjoining property. Every effort must be made to grade a lot to minimize the impact on the existing topography.

The following site grading parameters should be followed:

- Slopes resulting from site grading are not at such an angle as to permit quality maintenance in grass, they must be stabilized with appropriate ground cover (see Appendix A – Recommended Native Plant List)
- Graded slopes shall be stabilized immediately with mulch or other erosion control measures, and planted within 30 days from completion of site construction.
- No single retaining wall shall be constructed over eight (8) feet in height. All applicable building codes must be followed. Retaining walls over four (4) feet in height may require a licensed structural engineer.

TREE PRESERVATION

Every effort shall be made to protect trees that are 6" in diameter, or greater. If a tree 6" and greater is to be removed, the ACC may require additional trees be planted to offset the loss. Tree barricades or fencing must be installed prior to commencement of construction to preserve protected trees. Parking and equipment storage must be avoided within the drip line of protected trees. Do not add more than 3" of well-draining topsoil in the root zone. Utility installations should avoid root zones or be tunneled under the root system.

Trees that are dead, diseased, or a hazard to people or property may be removed upon ACC approval. Tree removal must be done in a manner that does not cause damage to the surrounding trees or native landscape.

EROSION & SEDIMENT CONTROL

Builders and lot owners shall utilize sediment and erosion control measures that prevent stormwater runoff from entering streams, creeks, other water bodies and neighboring properties. Design and implementation of site work must provide for necessary grading, drainage pipes and drainage-ways, to ensure stabilization and prevent erosion. Provisions must be made for existing drainage courses and structures. During construction, the following erosion control measures, at a minimum, shall be followed:

- **PREVENT EROSION:** Disturbed slopes over 15% shall be stabilized with straw bales, erosion control blankets, or a comparable measure until permanent vegetation is re-established.
- **MANAGE SEDIMENTATION:** Silt fences shall be installed within 5 feet of the area of disturbance, and Within 5 feet from the bottom of graded slopes. They shall be wire-reinforced fabric fence on metal T-posts, and shall be buried a minimum of 6 inches. All materials must be installed correctly to industry standards. Mud Mats must be installed at driveway entrances to prevent sediment from being tracked onto the roadways.
- **MAINTAIN MEASURES:** Erosion control measures shall be monitored weekly and after every rain event. Repair damaged control measures promptly. Remove and properly dispose of accumulated sediment trapped behind control devices when it reaches one third of the barrier height.

All erosion control measures must be in place prior to commencement of any construction activities. They must be correctly installed to industry standards and actively maintained. Failure to maintain or repair failed devices will incur fines.

DRIVEWAYS

Driveway design should complement the property's natural features. They should be designed to gently curve to accommodate existing topography and vegetation.

DIMENSIONS

- Driveway width shall be 12' maximum, excluding motor courts.
- Driveways less than 5 feet from the property line shall be screened with plantings.
- Driveways should be laid out diagonal to the existing contours. Natural topography shall be followed to minimize slope.
- Guest parking is allowed.

MATERIALS

- Brick, natural stone, and concrete pavers are allowed.
- The Owner is encouraged to utilize a permeable paver system or limited amounts of material in the wheel path may consist of concrete, stamped concrete, or stone/brick pavers.
- Crushed stone and decomposed granite are allowed if gray or brown in color. White stone is not allowed.
- Poured concrete is allowed, provided it has adequate detailing and consistent control joints. Exposed aggregate concrete is preferred. Poured concrete drives must have a minimum thickness of 4 inches. The use of welded wire mesh or other similar reinforcing is encouraged.

Motor homes, campers, boats, motorcycles, and other recreational vehicles must be stored in the garage. They are not be stored on the streets, driveways, or guest parking areas.

RETAINING WALLS

Site retaining walls should complement the building architecture. Natural stone veneer, boulder walls, and brick walls are allowed. Modular, interlocking concrete block retaining walls and exposed concrete block walls are not allowed.

SITE FEATURES

Creating outdoor living spaces for enjoying Farmer Branch's natural environment should be thoughtfully designed to extend the indoor living environment and take advantage of the surrounding vistas. All site features (walls, fences, patios, driveways, walkways, fire pits, planters, etc.) shall be built from materials and colors that complement the architecture of the home and the surrounding site. Indigenous and/or regionally sourced materials shall be used.

PATIOS AND WALKWAYS

- Acceptable materials are natural stone flagging; brick, stone, and concrete pavers; crushed stone and decomposed granite (no white gravel); and poured concrete.
- Low-impact walking paths of mulch, wood chips, gravel or elevated boardwalks may be installed throughout the site.

OUTDOOR FIRES AND KITCHENS

- Fire pits, fireplaces and outdoor grills are allowed provided reasonable safety precautions are followed.
- Materials and colors used must complement the architecture of the home.

POOLS AND SPAS

The ACC will review all pools and hot tubs on an individual basis. Pool, tubs, and equipment enclosures, must relate architecturally to the house and other structures in its placement, materials and detailing. No above-ground pools or inflatable bubble covers will be allowed. Swimming pools must be of moderate size and must be sited with minimal disruption of natural grades. All pools and hot tubs must have appropriate fencing and screening. ACC approval is required for these items prior to beginning construction.

- Pools are not permitted at Longview.
- Pools are permitted at Greenview on a case-by-case basis.

SCREENING

Walls, fencing or appropriate landscape materials are required to conceal trash receptacles, recycling bins and exterior appliances such as HVAC equipment. All screening must maintain a reasonable scale to the house and not block desirable view and vistas or negatively impact adjacent lots. Finished side of fences must always face out from the lot.

FENCES

Fences are allowed for pet enclosures and pool surrounds. Fences must be compatible with the architectural style of the house and should be used primarily for screening and defining outdoor space. Fences should maintain a reasonable scale to the house and not block desirable views and vistas or negatively impact adjacent lots. Fences should be designed to visually recede into the landscape.

- Simple, non-ornate styles are preferred, with a high level of transparency.
- Powder-coated steel or aluminum fencing in dark green, black, or bronze is preferred.
- The maximum height for fences is 5 feet.
- The use of invisible fences are encouraged for pet enclosures.
- Fences shall not be located between the road and the home.
- Chain link or welded wire fencing is not allowed.

PLANTING

The landscape design should use native/non-invasive plantings and materials that reflect the natural patterns, character, forms and colors of the region. Disturbed areas shall be immediately planted with native trees, shrubs, grasses and groundcovers, and covered with hardwood mulch. All plantings will be reviewed for approval in the final landscape plan submission.

Except for long periods of drought, all plantings shall be selected so they are able to survive after one year of planting without the use of supplemental irrigation water. However, irrigation systems are recommended for maintaining lawn and landscaped areas and promoting a healthy, green appearance throughout the neighborhood. Irrigation systems should be zoned according to available water pressure. Irrigation heads must be designed to direct water away from houses, walls, fences, sidewalks, driveways, and public roads.

All planting areas shall be of amended soil that is well drained and full of nutrients. In the event limited pesticide use is required, all spraying shall take place on days with no wind and there shall be no overspray on to neighboring properties or common areas. Landscape plans shall consider sun and shade microclimates.

ARCHITECTURAL REQUIREMENTS AND CHARACTER

DESIGN CONCEPTS

The intent of the Guidelines is to establish a high standard of design within a community of individual residences. Creative and sensitive architectural solutions are encouraged to complement each site, to express the design concept of the individual owner and to contribute to the community. It is not the intent of the Guidelines to dictate a particular architectural style, but rather to provide Owners and their architects with a set of guidelines that will foster creativity and result in an attractive community reflective of the character of the existing neighborhood.

The architectural style of structures at Farmer Branch should be individually designed for each lot with respect to its natural features. A harmonious blend of traditional, transitional and mountain vernacular designs are ideally suited to use in the community. The following guidelines both recommend and suggest design elements of a home appropriate to the Farmer Branch communities, from the general to the specific. There is not a single architectural character that is required, but a range of well-detailed, correctly proportioned homes that will complement each other and will together create a true community.

Examples of the approved vernaculars of architecture include:

- Western Vernacular
- Craftsman
- Bungalow
- Cottage
- Shingle

Inappropriate vernaculars of architecture include:

- European Romantic
- Mediterranean
- Art Deco
- Log “kit homes”

To meet the development objectives of Farmer Branch, the developers, owners, and architects must follow a comprehensive design process. This process began with the development of the subdivision concept and continues with the development.

SITING

Integration of grounds, drives, parking and yards is essential. House, courtyards, porticos, garages, service yards and accessory structures should create a unified design solution utilizing similar massing, materials and detailing to create a cohesive residence.

FORMS

Steeply pitched roofs and generous porticos are recommended. Height and profile must reflect the lot setting. Massing should be scaled to the site and respond to its surroundings.

DETAILING

Detailing of structures and accessory structures should be consistent. The detailing should be consistent with the architectural style being used and the construction technology available.

BUILDING SIZE AND HEIGHT

All houses shall meet all applicable state and local building codes. Square footage requirements are calculated based upon heated square footage.

- Longview – Minimum 1,500 conditioned square feet and a maximum of 3,200 conditioned square feet.
- Greenview – Minimum 2,000 conditioned square feet and a maximum of 5,000 conditioned square feet.
- Building height shall not exceed 35 feet in height.
- Longview – Story and half structures are permitted provided the story is located within the main roofline forms and meets height restriction.

COLOR

All built elements will be finished in colors that relate to the environment and contextual elements of the home's location. Bright colors are not consistent with the wooded surroundings and are strongly discouraged. Roof colors and textures as well as exterior wall materials must be compatible with the setting and reflective of traditional mountain architecture. Medium to darker shades of green, brown, gray, and other earth tones are encouraged at Farmer Branch. However, white is allowed on structures where the architectural style indicates white as a precedent.

All exterior color and materials shall be approved by the ACC.

EXTERIOR ELEVATIONS & DETAILS

Detailing of structures and accessory structures should be consistent. The detailing should be consistent with the architectural style being used and the construction technology available.

FOUNDATION/SLOPE CONDITIONS

All exposed foundations shall be of masonry materials. The design shall introduce “break of plane” at main level of finished floor line. Brick shapes, rowlock band or stone ledge are all acceptable breaks.

EXTERIOR VENEERS

Exterior materials include any material other than roofing, vertical or horizontal, that is applied to the exterior of the house. Mixing materials is a recommended method for adding character and to break up the mass of the home. Change of materials should occur on an inside corner. No material change is to occur such that the thickness of the material is clearly visible. The intent of this section is to establish a consistent application of suitable and compatible materials throughout the Farmer Branch community.

- WOOD SIDING - Shall be applied in a vertical or horizontal manner. Wood siding may include lap, shiplap, board and batten, tongue and groove, natural bark, or shingle application. Horizontal siding shall have a 4” minimum exposure. Shingle pattern shall be of varied width with straight or sawtooth pattern. Woven corners are encouraged, but 1” x 6” minimum corner boards are acceptable. Vinyl materials are not acceptable.
- COMPOSITE SIDING - Various synthetic products are approved if wood based or cementitious. Sheet panel products such as Hardi Panel are also allowed, but must be used with batten strips, shadow reveal moldings or flashing profiles to hide the seams and mimic local vernacular materials. Exposed butt joined seams cannot leave joined seams exposed. Vinyl materials are not acceptable.
- STONE OR STONE VENEER – Natural stone is strongly recommended. Stone patterns that are indigenous to the local vernacular are allowed for exterior dry-stack or mortared applications. Any stone palette must be submitted to the ACC and approved prior to installation. Stone must not be supported by any other material. For example, stone must not be used directly above a brick or block foundation.
- SYNTHETIC STONE – The use of manufactured stone veneers may be approved on a case-by-case basis dependent on their quality and their ability to mimic the natural material and pattern of locally sourced stone.
- BRICK – Should consist of wire cut or molded brick with varied color and texture. Earthtone bricks are strongly recommended. Mortar shall be raked and color shall be contrasting, but complementary to the color of the brick. No red mortar is allowed. Painted brick is allowed.

EXTERIOR VENEERS continued

- STUCCO - Portland or acrylic stucco finishes shall be allowed.
- WOOD DECKING – Wood species that are inherently resistant to rot, decay and insects are encouraged. Examples of such products include but not limited to: locust, ipe, cedar, mahogany or cypress.
- COMPOSITE DECKING - Shall be allowed for horizontal deck surfaces only. No composite posts or balusters shall be used.
- PRESSURE TREATED WOOD - Unstained or unpainted pressure treated wood shall be allowed for horizontal surfaces only. All other application of pressure treated wood will need a stain/paint that complies with the color requirements. Stain samples shall be provided with the required color boards for approval.
- VINYL / PVC - Siding, gutters, downspouts, or exterior finishes are not allowed.
- WINDOWS - Windows are a key component of any architectural style and provide a visual connection to the outdoors. Respect must be given to the true tradition of the architectural styles of the windows being used. Window openings and heights must relate to the other design features of the house. All windows shall be True Divided Lite or Simulated Divided Lite. No grill between glass windows are permitted. All double hung or casement windows must have a muntin pattern appropriate to the style of the home. Window type, style, casing and muntin pattern must be consistent around all sides of the house. Windows shall be wood, wood with metal cladding, or metal in construction. Certain vinyl windows may be approved on a case-by-case basis depending on their quality.

PORCHES, DECKS & RAILINGS

Outdoor living is essential to experiencing the natural beauty of Farmer Branch. Porches, decks and railings shall be integrated into the architectural composition of the main structure. Porches, decks and railings shall be appropriate to the size, scale, and materials of the house. Railings must be transparent in nature and must match the color and style of the house.

ROOFS

Steeply pitched roofs not less than 8:12 pitch and generous porticos are recommended. However, pitches less than 8:12 are allowed if they are reflective of the architectural style of the home. Height and profile must reflect the lot setting. Massing should be scaled to the site and respond to its surroundings. Roof vent stacks, exhaust fans, skylights, flues, and other roof penetrations must be located on the part of the roof unseen from the right-of-way and be painted to match the roof color.

DORMERS

If dormers are used, they must be appropriately detailed and proportioned to match the historic precedent for the style home chosen. The area above the dormer window shall be minimal and in proportion to the rest of the dormer. Dormers do not require gutters and downspouts.

ROOF MATERIALS ALLOWED:

- Standing Seam or Flat Seam, with low sheen or matte finish, in earth tone colors (greys, bronzes, and browns)
- Wood shake or simulated wood shake roofs
- Slate or simulated slate roofs
- Dimensional/Architectural asphalt shingles (must be multi-ply 25-year or longer), limited to darker earth-tone colors (greys and browns)

SOLAR PANELS:

- Approval on a case-by-case basis. Every effort should be made to minimize the visual impact of panels.

SATELLITE DISHES & ANTENNA:

- Satellite dish and antenna location shall be located in an inconspicuous and unobtrusive location.
- Final placement is subject to ACC approval.

GARAGES

Garages can be attached or built as an accessory structure (detached). Story and a half garages with living or storage space above are allowed provided they meet the design guidelines and ACC approval. Carports may be considered by the ACC on a case-by-case basis.

- Detached garages are not permitted at Longview.
- Only single car width garage doors that are a maximum of 10' wide and 8' high are approved.
- Garage doors should not face the street, unless approved in writing from the ACC.
- Garage doors should be painted/stained to help the door blend into the composition of the house.

ACCESSORY STRUCTURES

Accessory structures (detached guest houses, garages, greenhouses, doghouses, gazebos and playhouses, etc.) are subject to ACC approval and must be limited to two accessory structures per lot. All accessory structures shall be approved on a case-by-case basis. An accessory structure must meet the following requirements noted below, in addition to the requirements of the Town of Waynesville, as applicable.

- Will be less than 25' tall
- Will not exceed 1,500 square feet in aggregate.
- Detached garages are not permitted at Longview.
- Generic storage sheds are not approved.

EXTERIOR LIGHTING

Every effort must be made to utilize light fixtures that do not permit the light source to be seen from the field of view. Exceptions to this are as follows: exterior post lamps, low voltage landscape lighting, seasonal or holiday lighting, and decorative carriage lights mounted on the house. All exterior light fixtures shall be compatible with the architectural style of the house. All exterior lighting locations shall be shown on the site and architectural plans. All lighting elements shall be full cutoff fixtures.

CONSTRUCTION GUIDELINES

WHO IS RESPONSIBLE

As Owner of record, you have assumed responsibilities associated with the construction process. The owner of record for each lot at Farmer Branch is ultimately responsible for compliance with the Covenants, Conditions and Restrictions, Design Guidelines and Construction Guidelines. The lot owner is accountable for the actions of their builder as well as any and all subcontractors or others providing services to the specific lot.

ROAD MAINTENANCE & PARKING

- A gravel construction entrance must be provided and maintained on each lot for the duration of construction. Fabric will be required under the rock if soil conditions require it or local code requires. Owners may choose to install a 48" gravel shoulder along the shoulder of the road in front of the lot under construction. This will allow vehicles to get further off the road and to help keep mud off the pavement. This gravel shoulder shall be removed by the Owner at the end of construction prior to the installation of the landscaping.
- All construction vehicles must either park entirely on the pavement or must park on the lot under construction. If a vehicle parks off the paved road, on the lot under construction, the vehicle must enter and exit the lot over the mud mat which has been installed for that property so mud is not tracked onto the road.
- No trailers shall be parked on the paved road at any time. All trailers shall be parked entirely on the lot which it is being utilized for. These trailers shall be transported to and from the lot across the mud mat so mud is not tracked onto the road.
- No vehicle shall travel off the paved surface for any reason unless accessing a lot across a mud mat.
- Non-essential vehicles are strongly encouraged to either park off site and carpool to the job site or to park vehicles along roads inside the community which have low traffic volumes. These vehicles shall park single file entirely on the pavement. Prior approval for community parking must be approved before parking on any roads outside the sub-division.

CONSTRUCTION DEBRIS & TRASH REMOVAL

- No debris of any kind may be dumped on adjacent lots, common areas or undeveloped areas within Farmer Branch.
- Each builder will be required to maintain a dumpster at the front of the property (not in the right-of-way) on the lot under construction. This dumpster should be emptied periodically

when construction materials reach the upper rim of the trash receptacle.

- All construction sites are to be cleaned daily to facilitate a pleasing appearance to homeowners, guests and prospective buyers and to eliminate any potentially hazardous conditions.
- Lightweight materials, packaging, and other items shall be covered and weighted down to prevent them from being blown off the construction site.
- All materials and construction equipment must be stored within the lot boundaries. All materials and equipment must be kept out of the street rights-of-way at all times.

UTILITY EASEMENTS

- To avoid harm to yourself or your contractors and damage to underground utilities, you are required to request that the locations of existing utilities be marked by Dig Safe. These requirements relate to any construction, including foundations, landscaping, fences, etc.

“Call Before You Dig”, dial 811 or 1-800-632-4949

- YOU WILL BE LIABLE FOR ANY DAMAGE TO UNDERGROUND UTILITIES WHICH MAY OCCUR AS A RESULT OF A FAILURE TO FOLLOW THESE PROCEDURES.

ENFORCEMENT AND PENALTIES

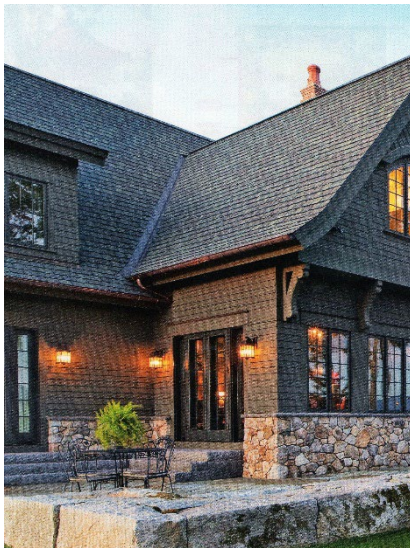
- Construction cannot commence until a building permit is obtained from the Town of Waynesville.
- Compromised silt fences or erosion impacting neighboring property, including common spaces and adjacent golf course, will be fined \$100 per day.

VIOLATION FINES/PENALTIES

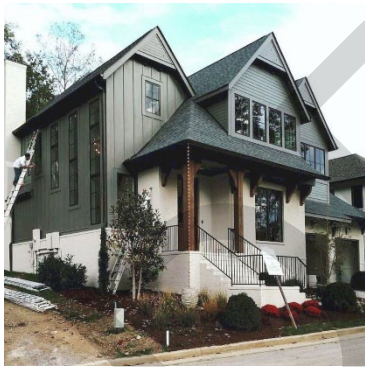
Littered Site	\$100.00
Cleaning paint brushes or dumping of any refuse materials	\$100.00
No temporary sanitary facility	\$100.00
No dumpster	\$100.00
Construction Equipment or material on adjacent property	\$200.00
Damage to natural areas	\$200.00
Unauthorized plan change (minor)	\$200.00
Unauthorized plan change (major)	\$300.00
Unauthorized tree removal (per tree)	\$300.00
Washing and dumping concrete off-site	\$500.00
Unauthorized construction or materials	Forfeit of construction bond

PRECEDENT IMAGES

Homes at Farmer Branch may be of traditional or contemporary form. Creative and sensitive architectural Gable roofs and dormers of varying sizes and slopes are appropriate for Farmer Branch. Large windows can create a connection to the natural beauty of the surrounding landscape, while exterior living spaces provide a space for enjoying the outdoors. Appropriate materials, landscape design, roof overhangs, and outdoor living spaces can be used to blend contemporary structures with the surrounding mountain landscape. The building form and configuration at Farmer Branch are not specified but are a result of site-specific design.



PRECEDENT IMAGES continued



PRECEDENT IMAGES continued



APPENDIX A - RECOMMENDED NATIVE PLANT LIST

Plants are considered native if it occurs naturally within a particular region with human introduction. Native plants adapt to local soil and moisture conditions and are more tolerant of severe weather events such as flooding, drought or frost. This list represents some of Western North Carolina's best native plants but is not exhaustive.

CANOPY TREES

Live Oak	<i>Quercus virginiana</i>	Red Oak	<i>Quercus rubra</i>
Southern Red Oak	<i>Quercus falcata</i>	Chestnut Oak	<i>Quercus montana</i>
White Oak	<i>Quercus alba</i>	American Linden	<i>Tilia americana</i>
Red Maple	<i>Acer rubrum</i>	Pignut hickory	<i>Carya glabra</i>
Sugar Maple	<i>Acer saccharum</i>	American Beech	<i>Fagus grandiflora</i>
Tulip Poplar	<i>Liriodendron tulipifera</i>	Southern Magnolia	<i>Magnolia grandiflora</i>
Yellow buckeye	<i>Aesculus flava</i>	Black Gum	<i>Nyssa sylvatica</i>
White Ash	<i>Fraxinus americana</i>	Mockernut Hickory	<i>Carya tomentosa</i>

UNDERSTORY TREES (UP TO 25 FEET)

Serviceberry	<i>Amelanchier grandiflora</i>	Fringe Tree	<i>Chionanthus virginicus</i>
Eastern Redbud	<i>Cercis canadensis</i>	American Hop Hornbeam – <i>Ostrya virginiana</i>	
Dogwood	<i>Cornus florida</i>	American Holly	<i>Ilex opaca</i>
Kousa Dogwood	<i>Cornus kousa</i>	Common Sassafras	<i>Sassafras albidum</i>
Sourwood	<i>Oxydendrum arboreum</i>		
Witch-hazel	<i>Hamamelis virginiana</i>		

SHRUBS

Beautyberry	<i>Callicarpus americana</i>	Sweetshrub	<i>Calycanthus florida</i>
Bottlebrush Buckeye – <i>Aesculus parviflora</i>		Doghobble	<i>Leucothoe axillaris</i>

SHRUBS (cont.)

Flame Azalea - *Rhododendron calendulaceum*

Pinkshell Azalea *Rhododendron vaseyi*

Meyer Lilac *Syringa meyeri*

Spice Bush *Lindera benzoin*

Sweetspire *Itea virginica*

Dwarf Fothergilla *Fothergilla gardenia*

Mountain Laurel *Kalmia latifolia*

Rosebay Rhododendron – *Rhododendron maximum*

Judd Viburnum

Virburnum x juddii

Doublefile Viburnum
"Shasta"

Virburnum plicatum

Mapleleaf Virburnum

Virburnum acerifolium

Panicle Hydrangea

Hydrangea paniculata

Oakleaf Hydrangea

Hydrangea quercifolia

Smooth Hydrangea - *Hydrangea arborescens*

Shrubby St. Johnswort – *Hypericum prolificum*

GROUNDCOVERS

Aster *Aster spp.*

Christmas Fern *Polystichum acrostichoides*

Cinnamon Fern *Osmunda cinnamome*

Royal Fern *Osmunda regalis*

Cross Vine *Bignonia capreolata*

Carolina Jessamine *Gelsemium sempervirens*

Coral Honeysuckle *Lonicera sempervirens*

Coreopsis *Coreopsis spp.*

Blazing Star *Liatris sp*

Black Eyed Susan *Rudbeckia spp.*

Cardinal Flower *Lobelia cardinalis*

Joe Pye Weed *Eupatorium fistulosm*

Partridgeberry

Mitchella repens

Broomsedge

Andropogon spp.

Passion Vine

Passiflora incarnata

Phlox

Phlox spp.

Purple Coneflower

Echinacea purpurea

Scarlet Sage

Salvia coccinea

Moss Verbena

Verbena spp.

Lyre Leaf Sage

Salvia lyrata

Lop-Sided Indian Grass

Sorghastrum secundum

Switch Grass

Panicum virgatum

Wiregrass

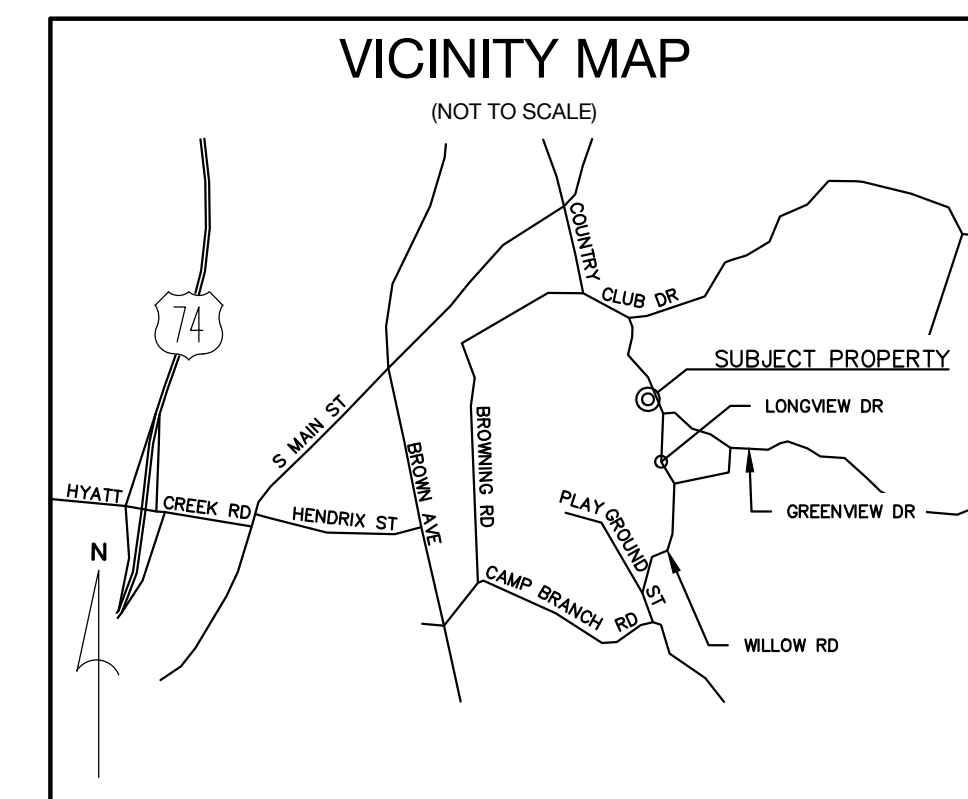
Aristida stricta

Milkweed

Asclepias tuberosa

DRAFT

DRAFT



OWNER/DEVELOPER:	WGC HOSPITALITY LLC 1943 HOFFMEYER RD STE C FLORENCE, SC 29501-3939
CONTACT:	JAY HAM (843) 799-2306
CIVIL ENGINEER:	CIVIL DESIGN CONCEPTS, P.A. 168 PATTON AVENUE ASHEVILLE, NC 28801
CONTACT:	DAVID BRAUN, P.E. (828) 252-5388
SURVEYOR:	MCABEE & ASSOCIATED, P.A. 3 MCABEE TRAIL FARMVIEW, NC 28730
CONTACT:	(828) 628-1295

<u>PROJECT DATA</u>	
PIN:	8604--99--9023
ADDRESS:	176 COUNTRY CLUB RD. TOWN OF WAYNESVILLE, NC 28786
DEED BOOK/PAGE:	1027/2044
PROJECT ACREAGE:	5.26± ACRES
CURRENT ZONING:	BELING SPLIT FROM GOLF CLUB PROPERTY, COUNTRY CLUB RESIDENTIAL--LOW DENSITY: CC--RL
PROPOSED ZONING:	COUNTRY CLUB RESIDENTIAL--CONDITIONAL DISTRICT, CC--RL (CD)
PROPOSED USE:	12 SINGLE FAMILY LOTS
 <u>SETBACKS</u>	
PRINCIPLE FRONT/SIDE/REAR:	5 FT
BUILDING SEPARATION:	20 FT

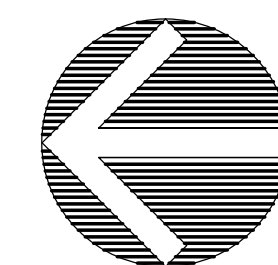
<u>CIVIC SPACE</u>	
REQUIRED SPACE:	5% OF TOTAL SITE ACREAGE 5.26 ACRES x 5% = 0.263 ACRES
PROVIDED SPACE:	0.37 ACRES OF "GREEN" CIVIC SPACE
*REQUIRED LANDSCAPING TO BE PROVIDED AS REQUIRED BY THE ORDINANCE AND USING THE TOWN APPROVED PLANTING LIST	

LANDSCAPING	
REQUIRED STREET TREES:	1 CANOPY TREE/40 LINEAR FEET
PROVIDED STREET TREES:	34 CANOPY TREES
*TREES TO BE SELECTED FROM TOWN APPROVED PLANTING LIST	

CDC INSPECTIONS HOTLINE:
828-771-4755 OR INSPECTION@CDCGO.COM



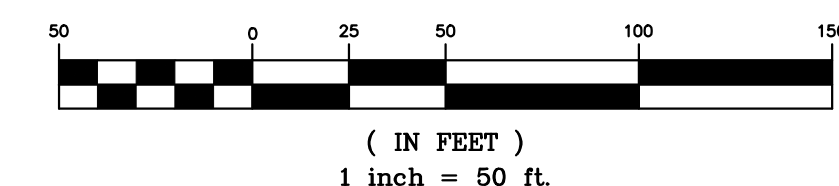
Know what's **below**.
Call before you dig.



NORTH

CONDITIONAL DISTRICT - REZONING PLAN

GRAPHIC SCALE

[illegible]

DRAFT FOR COUNCIL CONSIDERATION

ORDINANCE NO.

**AN ORDINANCE AMENDING THE OFFICIAL LAND DEVELOPMENT MAP OF THE
TOWN OF WAYNESVILLE**

WHEREAS, the Town of Waynesville has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend said regulations from time to time in the interest of the public health, safety, and welfare; and

WHEREAS, the Council finds the proposed Conditional District map amendment to the Official Land Development Map (Zoning Map) is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest because it supports the following:

Goal 1: Continue to promote smart growth principles in land use planning and zoning.

- Create walkable and attractive neighborhoods and commercial centers.
- Encourage in-fill, mixed use, and context-sensitive development.
- Reinforce the unique character of Waynesville.

Goal 2: Create a range of housing opportunities and choices.

- Encourage new housing inside Waynesville's city limits and Extraterritorial Jurisdiction (ETJ).

Goal 3: Protect and enhance Waynesville's natural resources.

- Conserve open space and farmland by promoting infill and encouraging development in the urbanized areas of town.

Goal 5: Create opportunities for a sustainable economy.

- Promote the growth of existing local businesses and Waynesville's "maker economy."

WHEREAS, although zoned currently as *Residential-Low Density* on the Zoning Map, the proposed Conditional District is designated as *Residential-Medium to High Density* on the Future Land Use Map within 2035 Comprehensive Plan; and

WHEREAS, the Planning Board has reviewed and **recommended denial** of the proposed map amendment as presented by the Applicant for enactment by the Town Council; and

WHEREAS, after notice duly given, a public hearing was held on **February 26, 2024** at the specially called meeting of the Planning Board and continued on **March 18, 2024** at the regular meeting of the Planning Board, and a public hearing was held on **May 14, 2024** at the regularly scheduled meeting of the Town Council; and

WHEREAS, a meeting was held between the Town of Waynesville and representatives of the Applicant on **May 20, 2024** to negotiate conditions acceptable to both parties, and that interested members of the general public and owners of properties within the neighborhood were allowed to attend and to participate;

NOW, THEREFORE, BE IT ORDAINED BY THE WAYNESVILLE TOWN COUNCIL, MEETING IN REGULAR SESSION ON MAY 28, 2024, AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

To adopt the Conditional District Map Amendment for the 5.26-acre portion of the property at 176 Country Club Drive (PIN 8604-99-9023) for the proposed **Longview Conditional District Map Amendment (Rezoning)** with the following conditions attached:

1. Minimum “Lot Standards” for CC-RL shown in LDS Chapter 2.4.1 (Table of Dimensional Standards by Residential District, Section 3.a. “Lot Area--House”) shall be amended to 0.33 acres per lot.
2. “Building Setback” minimums for CC-RL shown in LDS Chapter 2.4.1 (Table of Dimensional Standards by Residential District, Section 4. “Building Setback (min)”) shall be modified as follows:
 - a. Section 4.a. Principal Front: 5 feet;
 - b. Section 4.c. Side (from adjacent lot): 5 feet
 - c. Section 4.d. Setback Between Bldgs.: 20 feet between buildings situated on adjacent lots;
and
 - d. Section 4.e. Rear: 5 feet;
3. Design guidelines (LDS Chapter 5), sections 5.3 through 5.8 shall not apply upon satisfaction of the following conditions:
 - a. Submission to the Administrator for approval of restrictive covenants which impose, at a minimum, the following requirements:
 - i. Restricting the height of all structures built to a maximum of 35 feet from the lowest adjacent grade;
 - ii. Limiting the square footage of all structures to a maximum of 3,200 square feet;
 - iii. Requiring building exteriors to be constructed with either natural materials or with composite materials designed to replicate natural materials;
 - iv. Requiring that architectural designs for each structure take into consideration the historical nature of the country club area and styles of the surrounding residences and incorporate design elements from the country club area and surrounding residences to create consistency with said neighborhood;

- v. Prohibiting on-street parking in the “Lane” (see paragraph 5 herein);
 - and
 - vi. Creating an Architectural Review Committee to enforce said requirements and ensure consistency with the architectural elements and building types of the residential structures located within the CC-RL zoning district;
- and
- b. Recording those same restrictive covenants, once approved by the Administrator, in the Haywood County Registry;
- 4. The following sections of LDS Chapter 6.6.2.E imposing standards for the proposed “Lane” within the subdivision shall be modified as follows:
 - a. Section 1. Right-of-Way Width: 36 ft. (Curb and Gutter);
 - b. Section 5. Parking Lanes: None;
 - and
 - c. Section 7. Walkway Type: 5 ft. public sidewalk.
- 5. When constructed, the proposed “Lane” shall be at least 26 feet wide at both hydrant locations as required by Fire and Building Code Officials. Applicant must submit a compliant site plan prior to issuance of any building permit.
- 6. Driveway standards in LDS Chapter 9, Section 9.8 shall not apply except Applicant shall comply with the following conditions:
 - a. Each lot shall include, at a minimum, 1.5 auto parking spaces;
 - and
 - b. Applicant shall enforce a prohibition against on-street parking in the “Lane” by reasonable proactive measures to keep the “Lane” clear for access by emergency and other public service vehicles.
- 7. As an alternative to compliance with sidewalk requirements of the LDS, Applicant shall:
 - a. Grant a perpetual easement of at least ten feet (10’) in width off of the adjacent public right-of-way, as well as any temporary easements for construction and grading easements as may be necessary according to an approved engineered plan, to the Town on its property for the purpose of constructing and maintaining sidewalks, greenways, or other walking paths, beginning at a point approximately 250 feet south of the intersection of Country Club Drive and Ninevah Road, thence continuing in a south-easterly direction roughly parallel with the boundary of its property along Country Club Drive to the intersection with Longview Drive, thence continuing with the boundary of its property along Longview Drive, and connecting with and continuing over the sidewalk to be constructed adjacent to the “Lane” within the Longview Conditional District to its point of termination at the tie-in with Longview Drive;
 - and

- b. Make a payment in lieu pursuant to LDS Section 6.8.1.D. as required by the Administrator according to the terms of Ordinance Number O-17-24 enacted by the Town Council on March 26, 2024 the Greenview Subdivision Conditional District Map Amendment (Rezoning).

ADOPTED this _____ Day of _____, 2024.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Sharpe Bradley, Town Attorney

Conditions accepted by the Applicant:

Print Name: _____

Title: _____

Date: _____

DRAFT FOR COUNCIL CONSIDERATION

ORDINANCE NO.

**AN ORDINANCE AMENDING THE OFFICIAL LAND DEVELOPMENT MAP OF THE
TOWN OF WAYNESVILLE**

WHEREAS, the Town of Waynesville has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend said regulations from time to time in the interest of the public health, safety, and welfare; and

WHEREAS, the Council finds the proposed Conditional District map amendment to the Official Land Development Map (Zoning Map) is inconsistent with the 2035 Comprehensive Plan and that it is not reasonable and not in the public interest because it does not support the following:

Goal 2: Create a range of housing opportunities and choices.

- Promote a diverse housing stock including market rate, workforce housing and affordable options that appeal to a variety of households.

Goal 3: Protect and enhance Waynesville's natural resources.

- Encourage park and greenway development to protect watersheds and improve access to open space.
- Protect rural lands, iconic views and mountain vistas.

Goal 4: Protect and promote Waynesville's cultural resources.

- Invest in preservation, restoration and promotion of Waynesville's history.

WHEREAS, although zoned currently as *Residential-Low Density* on the Zoning Map, the proposed Conditional District is designated as *Residential-Medium to High Density* on the Future Land Use Map within 2035 Comprehensive Plan; and

WHEREAS, the Planning Board has reviewed and **recommended denial** of the proposed map amendment as presented by the Applicant for enactment by the Town Council; and

WHEREAS, after notice duly given, a public hearing was held on **February 26, 2024** at the specially called meeting of the Planning Board and continued on **March 18, 2024** at the regular meeting of the Planning Board, and a public hearing was held on **May 14, 2024** at the regularly scheduled meeting of the Town Council; and

WHEREAS, a meeting was held between the Town of Waynesville and representatives of the Applicant on **May 20, 2024** to negotiate conditions acceptable to both parties, and that

interested members of the general public and owners of properties within the neighborhood were allowed to attend and to participate;

NOW, THEREFORE, BE IT ORDAINED BY THE WAYNESVILLE TOWN COUNCIL, MEETING IN REGULAR SESSION ON MAY 28, 2024, AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

To deny the application and not adopt the Conditional District Map Amendment for the 5.26-acre portion of the property at 176 Country Club Drive (PIN 8604-99-9023) for the proposed **Longview Conditional District Map Amendment (Rezoning)**.

ADOPTED this _____ Day of _____, 2024.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Sharpe Bradley, Town Attorney

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 5/28/2024**

SUBJECT Request for changes to Hazelwood Commercial Area Parking

AGENDA INFORMATION:

Agenda Location: Old Business
Item Number:
Department: Public Services
Contact: Rob Hites
Presenter: Rob Hites

BRIEF SUMMARY: Councilmember Sutton requested that the staff study several parking related issues mentioned in a memorandum from a business owner in Hazelwood. Chief Gilmore, Mr. Stine, Mr. Fowler and I met to discuss the suggestions covered in Ms. Hall's correspondence. Let me outline them below:

Eliminate the standing water between the end of the sidewalk and rail right of way. *Done.*
Install a 15-minute Loading Zone sign outside Ms. Hall's Bakery. *We can make that change.*
Relocate the Handicapped Space outside Ms. Hall's Bakery. *We will have to designate another location for the space along Hazelwood Ave. The current location serves only one building.*

Establish a one- or two-hour time limit for parking spaces in the off-street lot for the spaces nearest the businesses. *The staff has received a number of complaints regarding employees of the businesses taking up spaces near Hazelwood Street and parking all day. I have sent individual letters to each business owner and spoken with the property owners regarding this issue. The Council can easily establish limited parking in the Hazelwood Lot but enforcing the ordinance with small dollar civil citations is expensive to administer and difficult to enforce. The Council can establish 2-hour parking in the spaces nearest Hazelwood Avenue and seek voluntary compliance but establishing a civilian/police parking enforcement program will most likely prove frustrating.*

MOTION FOR CONSIDERATION: Accept the report.

FUNDING SOURCE/IMPACT: General

ATTACHMENTS: Memorandum and Map by Debi Hall

MANAGER'S COMMENTS: See Above

Dear Esteemed Members of the Town Council and Mayor,
I hope this letter finds you well. Our community has recently seen a surge in developments, including new apartment buildings, housing complexes, and restaurants. While we welcome new residents, these changes have significantly increased vehicular traffic, sparking lively debates on platforms such as Facebook. Community opinions are mixed; some are excited about the new projects, while others express concerns about the changes. As we discuss rezoning to increase local housing, it's crucial not to overlook the practical implications, such as increased vehicle traffic and the resulting need for more parking. Small businesses, including local restaurants like ours, are already facing rising food costs, higher labor expenses, and intense competition. We need these customers, and attracting them is a significant challenge. The lack of sufficient parking often drives them to opt for more accessible competitors. This issue of convenience is vital and deserves careful consideration in your planning discussions.

Regrettably, we are also beginning to experience parking conflicts with other local businesses. I recall advocating for a parking solution on Depot Street in my early days in Waynesville, which included designated short-term parking that greatly benefited a local vacuum shop. Mr. Caldwell, you may remember this as you were an Alderman at that time, and Mr. Feichter, you and I were colleagues back then, with your mother Libba in the chair you now enjoy.

I propose that the parking space in front of our building be designated for quick pickup and drop-off, with a fifteen-minute parking limit as shown in the attached sign from Depot Street. Additionally, I suggest moving the ADA accessible parking down one spot to a location that provides ample space for accessibility ramps and makes more sense.

Enclosed is an overhead photo of our current parking situation in Hazelwood, which shows the placement of the only parking space near us. Public parking is quite a distance away. We have discussed this with the Utility Department for over a year. Despite initial approval, implementation has stalled.

Our customers, including those picking up heavy orders which we often load for them, and delivery services like DoorDash, we urgently need this space, especially with the summer event season approaching. While we previously had support from all neighboring businesses for this change, one has had a change of heart.

We are doing our best to accommodate customer parking with designated spaces in the back. However, the gravel can be challenging for some customers to walk on, and the area commonly floods, creating what we refer to as the "pond," which makes these parking spots unusable every time it rains. I have attached another photo for your reference, and please note that the Utility Department is already aware of this issue.

Enclosed are all the referenced photos and a diagram highlighting the proposed changes and signs. I am also revisiting a proposal made in January

2023 to adjust the time limits on certain public parking spaces to better accommodate short-term needs. If you are so inclined, we can revisit my trolley ideas.

As small businesses, we face daily challenges and should not have to struggle over common-sense solutions. We need your help to make Hazelwood a welcoming place for both regular and new customers, young and old, by making their visits a little easier.

I trust in your commitment to our community and look forward to working together to resolve these parking issues.

Sincerely, Debi Hall

Farm to Cake

500 Hazelwood Ave.

Waynesville, NC 28786

At the end of the block by the railroad tracks.

828-476-9311

www.FarmtoCakeBakery.com

Search Google Maps



472



Restaurants



Hotels



Things to do



Museums



Transit



Pharmacies



ATMs

ADA

Blue Area One-Hour

Hazelwood Ave

Hazelwood
Guns & Tactical
Gun shop

Waynesville Pharmacy

Beach Mountain Diner

1143

Yellow Area Two-Hour
Or One-Hour

Robert Ellis Salon

Open Parking

Brown Ave

Wicked Details WNC
Temporarily closed

1159

Brown Ave

Google



Layers

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date 5/28/2024**

SUBJECT Audit of Pole Attachments

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Electric
Contact: Rob Hites
Presenter: Rob Hites

BRIEF SUMMARY : The Town charges vendors that attach to its power poles an annual fee (per pole) for each attachment. The rate has not been increased from \$8 per pole for a decade. The Council recently increased the pole attachment fee to \$25 per pole. We have hundreds of poles with multiple attachments, AT&T, Spectrum Cable, and Private security companies. Last year, Spectrum objected to paying its fee because the Town had not conducted a pole attachment survey for a number of years. I have asked our consulting electric engineering company if they could carry out such a survey. They have presented a proposal of \$54,900 to perform the service. The Town has funds in the electric budget to carry out the project in the current fiscal year.

MOTION FOR CONSIDERATION: Approve the contract with UTEK to conduct a pole attachment survey.

FUNDING SOURCE/IMPACT: Electric

ATTACHMENTS: Proposed Contract

MANAGER'S COMMENTS: The pole attachment survey needs to be conducted so we can accurately bill the licensees in January. UTEK performed a comprehensive electric system survey in 2015 and has the system digitized. They will be able to add other vendors to our base maps. We will soon be asked to add a new licensee to our power pole system to install a small wireless communications system. Having the updated pole attachments in the system will help both the Town and the new vendor keep track of who has infrastructure on our poles.



UTILITY TECHNOLOGY

Engineers-Consultants, PLLC

Town of Waynesville
Electric Pole Audit Proposal

May 1, 2024

INTRODUCTION

The Town of Waynesville (TOW) has requested UTEC provide a proposal to perform an audit of their electrical poles to determine the number of non-electric attachments. In addition, the TOW has requested that UTEC provide all relevant data for any new electrical poles that have not yet been entered into their GIS database. Below is a short summary of the scope of work to be performed.

SCOPE OF WORK

The TOW has approximately 2,800 electrical poles entered into their GIS database. The pole audit project will begin with developing documentation of the existing facilities using the Waynesville GIS database. This will be used by the field data collection team to mark non-electric attachments and to verify which poles have already been entered into the GIS database. Data collection will include the following as requested:

- Check each pole for cable, fiber or phone attachments and document the quantity for each pole.
- For poles that are not currently in the TOW GIS database, data will be collected according to the GIS protocol, including how it is connected, phasing, size, year installed, attachments including transformers and/or outdoor lighting, etc, as well as the new cable, fiber, and phone attachments. UTEC has assumed a maximum of 100 new poles.

UTEC anticipates approximately 27 days on site in Waynesville to gather the data. This proposal assumes that UTEC will utilize the TOW GPS equipment to collect the data for new poles. As data is collected, it will be incorporated into the current Electric GIS database.

ESTIMATED FEE

The fee to perform the audit as described above is \$54,900. If UTEC can complete the work in less time, the cost will be less to the TOW. If UTEC finds there are more than 100 new poles to be entered into the GIS a change order may be required.

If you have any questions or comments please contact:

Louis Davis
Director – Business Development
ldavis@utilitytec.com
919-632-6759

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: May 28, 2024**

SUBJECT: Interview Logistics for Planning Board applicants

AGENDA INFORMATION

Agenda Location: New Business
Item Number:
Department: Administration
Contact: Jesse Fowler, Assistant Town Manager
Presenter: Jesse Fowler, Assistant Town Manager

BRIEF SUMMARY

The Waynesville Planning Board has one vacancy. The Town has recently received two applications from Bruce Johnson and Blake Yoder, both residents of Waynesville. According to the Boards and Commissions Manual, Council must interview the applicants before appointing a new member. Staff requests that Council decide who will be interviewing the applicants, and when they would like to interview them.

MOTIONS FOR CONSIDERATION

FUNDING SOURCE/IMPACT

N/A

MANAGER'S COMMENTS AND RECOMMENDATIONS

ATTACHMENTS: