



# Agenda

## Greenville City Council

September 13, 2012  
7:00 PM  
City Council Chambers  
200 West Fifth Street

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**I. Call Meeting To Order**

**II. Invocation - Council Member Mercer**

**III. Pledge of Allegiance**

**IV. Roll Call**

**V. Approval of Agenda**

**VI. Special Recognitions**

- David Rouse, Fire-Rescue Department Retiree
- John A. Sasso National Community Development Week Award
- Local Youth All-Star Baseball and Softball Teams
- Deaf Awareness Week

**VII. Appointments**

1. Appointments to Boards and Commissions
2. Appointments to Cable Television Government Access Channel Ad Hoc Advisory Committee

**VIII. New Business**

## **Public Hearings**

3. Ordinance to annex Langston West, Section 3 involving 3.5221 acres located at the terminus of Rounding Bend Road and adjacent to Langston Farms, Phase 4 and Langston West, Sections 1 and 2
4. Ordinance to annex Parkside Bluffs involving 3.78 acres located along the northern right-of-way of East 10th Street and 1,000+/- feet east of its intersection with Portertown Road
5. Ordinance requested by The East Carolina Bank to rezone 41.616 acres located along the southern right-of-way of Regency Boulevard between South Pointe Duplexes and the CSX Railroad from R6S (Residential-Single-family [Medium Density]) to R6A (Residential [Medium Density Multi-family])
6. Ordinance requested by St. Peter's Catholic School to amend Title 9, Chapter 4, Article A, Section 9-4-22 of the City Code by adding the definition of "Campus"
7. Community Development Block Grant and Home Investment Partnership Consolidated Annual Performance and Evaluation Report
8. Resolution calling for execution and delivery of the Installment Financing Agreement and Deed of Trust for the refinancing of bonds (2009 Installment Financing Agreement and Series 2004 Certificates of Participation)

## **Public Comment Period**

- The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another meeting during the same week shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

## **IX. Comments from Mayor and City Council**

## **X. City Manager's Report**

## **XI. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 9/13/2012  
Time: 7:00 PM

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**Title of Item:** Appointments to Boards and Commissions

**Explanation:** City Council appointments need to be made to the Affordable Housing Loan Committee, Board of Adjustment, Human Relations Council, Pitt-Greenville Convention & Visitors Authority, Police Community Relations Committee, Public Transportation & Parking Commission, and the Youth Council.

Recommendation needs to be made to fill a County position on the Pitt-Greenville Convention & Visitors Authority.

**Fiscal Note:** No direct fiscal impact

**Recommendation:** Make appointments to the Affordable Housing Loan Committee, Board of Adjustment, Human Relations Council, Pitt-Greenville Convention & Visitors Authority, Police Community Relations Committee, Public Transportation & Parking Commission, and the Youth Council.

Make a recommendation to fill a County position on the Pitt-Greenville Convention & Visitors Authority.

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 [Muni\\_Report\\_Appointments to Boards and Commissions\\_914698](#)

# Appointments to Boards and Commissions

September 13, 2012

## Affordable Housing Loan Committee

**Council Liaison:** Council Member Kandie Smith

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Gregory James (Alternate Member)	5	Filling unexpired term	Resigned	February 2012

## Board of Adjustment

**Council Liaison:** Council Member At-Large Dennis Mitchell

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
John Hutchens (Council Member Smith)	5	Second term	Ineligible	June 2012

## Human Relations Council

**Council Liaison:** Mayor Pro Tem Rose Glover

### Student Representatives

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Available (ECU)		Unexpired Term	Eligible	October 2012
Available (PCC)		Unexpired Term	Eligible	October 2012
Abdel Abdel-Rahman	5	Second Term	Ineligible	September 2012
Marvin Arrington	5	First Term	Eligible	September 2012
Rodney Coles	1	First term	Eligible	September 2012
Gun Ho Lee	3	First term	Eligible	September 2012
Heena Shah	1	Filling unexpired term	Eligible	September 2012

## Pitt-Greenville Convention & Visitors Authority

**Council Liaison:** Mayor Pro-Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Ivory Mewborn (County (3))		First term	Resigned	June 2013
Joseph Frigden (City (2))		Second term	Ineligible	July 2012

- 1: Owners/operators of hotels/motels  
 2: Members of tourist or convention-related businesses  
 3: Residents not involved in tourist or convention-related business

### Police Community Relations Committee

**Council Liaison:** Mayor Pro Tem Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Available (Mayor Pro Tem Glover)	2	Unexpired Term	Eligible	October 2013

### Public Transportation & Parking Commission

**Council Liaison:** Council Member Calvin Mercer

Name	District #	Current Term	Reappointment Status	Expiration Date
Lisa Simmons	1	First Term	Resigned	January 2013

### Youth Council

**Council Liaison:** Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Seven Available Slots		Filling unexpired term	Eligible	September 2012

## Applicants for Affordable Housing Loan Committee

Christina W. Darden  
387 Claredon Drive  
Greenville, NC 27858

**District #:** 5

**Application Date:**

**Home Phone:** (252) 756-9249  
**Business Phone:** (252) 215-1019  
**Email:** chris@chrisdarden.com

Thomas Hines  
211 Patrick Street  
Greenville, NC 27834

**District #:** 1

**Application Date:** 10/6/2011

**Home Phone:** (252) 864-4907  
**Business Phone:** (252) 695-9066  
**Email:** thinesg@aol.com

Adam Lawler  
502 Treybrooke Circle, Apt. 32  
Greenville, NC 27858

**District #:** 1

**Application Date:** 7/11/2012

**Home Phone:** (252) 558-2037  
**Business Phone:** (252) 737-4640  
**Email:** adam.e.lawler@gmail.com

## Applicants for Board of Adjustment

Cornell Allen  
4030 Bells Chapel Road  
Greenville, NC 27858

**District #:** 5

Adam Lawler  
502 Treybrooke Circle, Apt. 32  
Greenville, NC 27858

**District #:** 1

JJ McLamb  
102 Christina Drive  
Greenville, NC 27858

**District #:** 4

Dustin Mills  
504 Daventry Drive  
Greenville, NC 27858

**District #:** 5

Howard Stearn  
2818 Jefferson  
Greenville, NC 27858

**District #:** 3

Tyrone O. Walston  
2706 Webb Street  
Greenville, NC 27834

**District #:** 2

Titus C. Yancey  
116-A Concord Drive  
Greenville, NC 27834

**District #:** 2

**Application Date:** 5/8/2011

**Home Phone:** (252) 215-0486  
**Business Phone:** (252) 258-9718  
**Email:** mrcallen2436@gmail.com

**Application Date:** 7/11/2012

**Home Phone:** (252) 558-2037  
**Business Phone:** (252) 737-4640  
**Email:** adam.e.lawler@gmail.com

**Application Date:** 2/27/2012

**Home Phone:** (252) 814-6050  
**Business Phone:** (252) 737-4669  
**Email:** jjmclamb@suddenlink.net

**Application Date:** 4/9/2012

**Home Phone:** (919) 480-0791  
**Business Phone:** (252) 558-0207  
**Email:** dmills@pirhl.com

**Application Date:** 11/9/2011

**Home Phone:** (252) 862-6683  
**Business Phone:** (252) 321-1101  
**Email:** howardmstearn@gmail.com

**Application Date:** 6/12/2012

**Home Phone:** (252) 412-7351  
**Business Phone:** (252) 355-8736  
**Email:** walston\_tyrone@yahoo.com

**Application Date:** 7/13/2012

**Home Phone:** (252) 756-3085  
**Business Phone:** (252) 327-6369  
**Email:** titusyancey@gmail.com

## Applicants for Human Relations Council

Wanda Carr  
2304 British Court  
Greenville, NC 27834

**District #:** 1

Isaac Chemmanam  
402 Lochview Drive  
Greenville, NC 27858

**District #:** 4

Scott H. Duke  
2223-C Locksley Drive  
Greenville, NC 27858

**District #:** 4

Aaron Lucier  
1516 Thayer Drive  
Winterville, NC 28590

**District #:** 5

Angela Marshall  
2609B Boone Court  
Greenville, NC 27834

**District #:** 1

Brittney Partridge  
925 Spring Forest Road, Apt. 9  
Greenville, NC 27834

**District #:** 1

Titus C. Yancey  
116-A Concord Drive  
Greenville, NC 27834

**District #:** 2

**Application Date:** 10/13/2010

**Home Phone:** (252) 321-1409

**Business Phone:**

**Email:** carrwdc@hotmail.com

**Application Date:** 1/18/2012

**Home Phone:** (252) 561-8759

**Business Phone:** (252) 412-2045

**Email:** isaac.chemmanam@gmail.com

**Application Date:** 2/20/2012

**Home Phone:**

**Business Phone:** (252) 328-2950

**Email:** scotthduke@gmail.com

**Application Date:** 2/23/2011

**Home Phone:** (252) 321-3910

**Business Phone:** (252) 328-2758

**Email:** luciera@ecu.edu

**Application Date:** 4/29/2011

**Home Phone:** (252) 258-4104

**Business Phone:** (252) 328-4173

**Email:** marshalla@ecu.edu

**Application Date:** 7/15/2010

**Home Phone:** (252) 489-8390

**Business Phone:**

**Email:** partridgeb06@students.ecu.edu

**Application Date:** 7/13/2012

**Home Phone:** (252) 756-3085

**Business Phone:** (252) 327-6369

**Email:** titusyancey@gmail.com

## Applicants for Pitt-Greenville Convention and Visitors Authority (City)

Brian Brown  
2237 Penncross Drive  
Greenville, NC 27834  
**District #:** 5

**Application Date:** 2/23/2011  
**Home Phone:** (252) 414-3943  
**Business Phone:** (252) 353-7379  
**Email:** bbrown@myrepexpress.com

Wanda Carr  
2304 British Court  
Greenville, NC 27834  
**District #:** 1

**Application Date:** 10/13/2010  
**Home Phone:** (252) 321-1409  
**Business Phone:**  
**Email:** carrwdc@hotmail.com

Brian Cooper  
1149 Mulberry Lane, #34-G  
Greenville, NC 27858  
**District #:** 5

**Application Date:** 3/5/2011  
**Home Phone:** (252) 439-0651  
**Business Phone:** (252) 439-0651  
**Email:** brianevans\_99@yahoo.com

Ann Eleanor  
102 Lindenwood Drive  
Greenville, NC 27834  
**District #:** 5

**Application Date:** 2/13/2011  
**Home Phone:** (252) 227-4240  
**Business Phone:**  
**Email:** aeleonor@suddenlink.net

Terry King  
1310 Thomas Langston Rd. #7  
Winterville, NC 28590  
**District #:** 2

**Application Date:** 8/25/2012  
**Home Phone:** (252) 412-5228  
**Business Phone:**  
**Email:** terryeu2@aol.com

JJ McLamb  
102 Christina Drive  
Greenville, NC 27858  
**District #:** 4

**Application Date:** 2/27/2012  
**Home Phone:** (252) 814-6050  
**Business Phone:** (252) 737-4669  
**Email:** jjmclamb@suddenlink.net

Bridget Moore  
4128A Bridge Court  
Winterville, NC 28590  
**District #:** 5

**Application Date:** 7/13/2011  
**Home Phone:** (252) 355-7377  
**Business Phone:** (252) 756-1002  
**Email:** bmoore2004@netzero.com

# Applicants for Pitt-Greenville Convention and Visitors Authority (County)

**Debbie Avery**  
3010 Sapphire Lane  
Winterville NC 28590

Day Phone: (252) 531-4590  
Evening Phone: (252) 756-9832  
Fax:  
E-mail: davery60@hotmail.com

Gender: F  
Race: White  
District: 4  
Priority:

Applied for this board on: 1/16/2009

Application received/updated: 01/20/2011

Applicant's Attributes: County Planning Jurisdiction  
District 4

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	<b>Organization</b>	<b>Description</b>	<b>Date(s)</b>
Education	East Carolina	BS - Education	
Education	Ayden Grifton High		
Experience	First State Bank		1978-1984
Experience	ECU School of Medicine	Standardized Patient	2007-present
Experience	Pitt County Schools	Middle School Science Teacher	30 years
Experience	Winterville Chamber of Commer	Executive Director	
Volunteer/Prof. Associations	Winterville Kiwanis Club		
Volunteer/Prof. Associations	Winterville Watermelon Festival		

<u>Boards Assigned To</u>	
Development Commission	2/7/2011 to 12/31/2013

**Brian Cooper**  
1149 Mulberry Lane #34G  
Greenville NC 27858

Day Phone: (252) 439-0651  
Evening Phone: (252) 439-0651  
Fax:  
E-mail: Brianevans\_99@yahoo.co

Gender: M  
Race: White  
District: 5  
Priority: 0

Applied for this board on: 12/23/2009

Application received/updated: 01/06/2011

Convention & Visitors Authority  
Wednesday, April 18, 2012

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## *Applicant Interest Listing*

Applicant's Attributes: District 5  
Greenville City Limits  
South of the River

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)
Education	Princeton University	AB-History	
Education	University of Michigan	MA	
Education	Sewanhaka High		
Experience	Self-Employed - Cooper Pearson	Writer-Editor & Marketing	currently
Experience	Air Force	ROTC	2 years
Experience	Hill & Knowlton/New York	Senior Account Executive	1984-1985
Experience	St. Regis Paper Company/New Y	PR Project Manager	1978-1984
Experience	Harcourt Brace Jovanovich/New	Asst. to the CEO	1976-1978
Experience	The Port Authority		1972
Experience	Industry Experience	Publishing,Media, Airport Mang., Hea	
Experience	Treadway Ins. & Resorts	Marketing & Communications Directo	1976
Volunteer/Prof. Associations	Princeton Club of New York	Member, Board of Governors	1975-1990
Volunteer/Prof. Associations	The International Center	English/language tutor	
Volunteer/Prof. Associations	The Network of Independent Pub		1986-1988
Volunteer/Prof. Associations	Literacy Tutor/Orange County		
Volunteer/Prof. Associations	Radio Reading Services of Easter		
Volunteer/Prof. Associations	Greenville Writers Group	Member	
Volunteer/Prof. Associations	American Society of Journalists	Member	

Ralph Hall Jr  
111 Hardee Street  
Greenville NC 27858

Day Phone:  
Evening Phone: (252) 756-0262  
Fax:

Gender: M  
Race: White  
District: 6

Convention & Visitors Authority  
Wednesday, April 18, 2012

Page 2 of 5

## *Applicant Interest Listing*

E-mail: bajhall@aol.com

Priority: 0

Applied for this board on: 2/26/2003

Application received/updated: 02/26/2003

Applicant's Attributes: District 6  
Greenville ETJ

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	<u>Organization</u>	<u>Description</u>	<u>Date(s)</u>
Education	University of South Carolina	Civil Engineering	1955-1957
Education	Edenton High		
Experience	Phillippines Construction	Project Manager	1962-1966
Experience	Foreign Service Staff Officer	Civil Engineer	1966-1969
Experience	Odell Associates	Hospital Construction Engineer	1969-1973
Experience	PCMH	Vice-President of Facilities	1973-2001
Volunteer/Prof. Associations	N.C. Bio-Medical Association		
Volunteer/Prof. Associations	N.C. Association of Health Care		
Volunteer/Prof. Associations	American Society of Health Care		
Volunteer/Prof. Associations	American Cancer Society		
Volunteer/Prof. Associations	State Board of Directors		

<u>Boards Assigned To</u>	
Industrial Revenue & Pollution Control Authority	3/15/2004 to 3/15/2007
P. C. M. H. Board of Trustees District 2	2/19/2008 to 3/31/2013

Steve Little  
3314 NC 33 W  
Greenville NC 27834

Day Phone: (252) 714-3559  
Evening Phone: (252) 758-2040  
Fax:  
E-mail: steve.little@nashfinch.com

Gender: M  
Race: White  
District: 2  
Priority:

## *Applicant Interest Listing*

Applied for this board on: 1/5/2007

Application received/updated: 02/28/2012

Applicant's Attributes: District 2  
County Planning Jurisdiction  
North of the River

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	<b>Organization</b>	<b>Description</b>	<b>Date(s)</b>
Education	East Carolina University		
Education	Belvoir Elementary		
Experience		NC Real Estate Broker License	
Experience	Nash Finch	Division Manager	
Volunteer/Prof. Associations	Pitt County Planning Board		6 years

<u>Boards Assigned To</u>			
ABC Board			9/22/2009 to 6/30/2012
Pitt County Board of Adjustment			1/11/2010 to 1/1/2013
	North of the River		

Edward Sontag  
3902 Brookstone Drive  
Winterville NC 28590

Day Phone: (252) 364-8198  
Evening Phone:  
Fax:  
E-mail: edsbadger@gmail.com

Gender: M  
Race:  
District: 5  
Priority:

Applied for this board on: 1/21/2011

Application received/updated: 01/21/2011

Applicant's Attributes: Greenville City Limits  
South of the River  
District 5

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	<b>Organization</b>	<b>Description</b>	<b>Date(s)</b>

## *Applicant Interest Listing*

Education	Syracuse U		1971
Education	Buffalo State	BS; MS	1964, 1967
Education	Bennett High School; Buffalo N		
Experience	US Dept. of Education	Director of Special Education	
Experience	Governor Tommy Thompson	Policy Advisor	
Experience	CDC	Chief Management Official	2005-2010
Experience	HHS	Assistant Secretary	2001-2005
Volunteer/Prof. Associations	National Guard - NY State		

**Elizabeth Weidner**

116 Knight Drive  
Winterville NC 28590

Day Phone: (252) 321-4034

Evening Phone:

Fax:

E-mail: demrs5@suddenlink.net

Gender: F

Race: White

District: 5

Priority:

Applied for this board on: 6/22/2010

Application received/updated: 06/22/2010

Applicant's Attributes: Greenville ETJ  
South of the River  
GUC Customer  
District 5

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)		
Organization	Description	Date(s)
Education	University of Alabama-Birmingh	
Education	Albemarle High School	

## Applicants for Police Community Relations Committee

Isaac Chemmanam  
402 Lochview Drive  
Greenville, NC 27858

**Application Date:** 1/18/2012

**District #:** 4

**Home Phone:** (252) 561-8759  
**Business Phone:** (252) 412-2045  
**Email:** isaac.chemmanam@gmail.com

Ann Eleanor  
102 Lindenwood Drive  
Greenville, NC 27834

**Application Date:** 2/13/2011

**District #:** 5

**Home Phone:** (252) 227-4240  
**Business Phone:**  
**Email:** aeleonor@suddenlink.net

Terry King  
1310 Thomas Langston Rd. #7  
Winterville, NC 28590

**Application Date:** 8/25/2012

**District #:** 2

**Home Phone:** (252) 412-5228  
**Business Phone:**  
**Email:** terryeu2@aol.com

Aaron Lucier  
1516 Thayer Drive  
Winterville, NC 28590

**Application Date:** 2/23/2011

**District #:** 5

**Home Phone:** (252) 321-3910  
**Business Phone:** (252) 328-2758  
**Email:** luciera@ecu.edu

Carol Ann Naipaul  
105 Concord Drive, Apt. E  
Greenville, NC 27834

**Application Date:** 8/20/2012

**District #:** 2

**Home Phone:** (252) 321-2040  
**Business Phone:** (252) 321-2040  
**Email:** cnaipaul@yahoo.com

Belinda Perkinson  
126 N. Harding Street  
Greenville, NC 27858

**Application Date:** 8/15/2012

**District #:** 3

**Home Phone:** (252) 341-8186  
**Business Phone:** (252) 328-9190  
**Email:** perkinsons@ecu.edu

Howard Stearn  
2818 Jefferson  
Greenville, NC 27858

**Application Date:** 11/9/2011

**District #:** 3

**Home Phone:** (252) 862-6683  
**Business Phone:** (252) 321-1101  
**Email:** howardmstearn@gmail.com

Cora Ellan Tyson  
215 Hardee Road  
Greenville, NC 27858

**Application Date:** 5/11/2012

**District #:** 4

**Home Phone:** (252) 917-7069  
**Business Phone:** (252) 758-6333  
**Email:** coolcrittr@aol.com

# Applicants for Youth Council

None.



# City of Greenville, North Carolina

Meeting Date: 9/13/2012  
Time: 7:00 PM

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**Title of Item:** Appointments to Cable Television Government Access Channel Ad Hoc Advisory Committee

**Explanation:** The City Council approved the creation of this Committee during its August 11, 2008, meeting. The purpose of said Committee is to gather and then provide the Council with public feedback and advice regarding the programming of the Government Access Channel.

The enabling legislation calls for the Committee to meet beginning in October for a duration of 90 days with the report to be submitted to the Council no later than December 31.

The Mayor and City Council shall each appoint one member for a total of 7 members. Attached is a copy of the June 12, 2008, City Council agenda item creating this committee.

**Fiscal Note:** No direct costs.

**Recommendation:** The Mayor and City Council each appoint one person to be a member of the Committee.

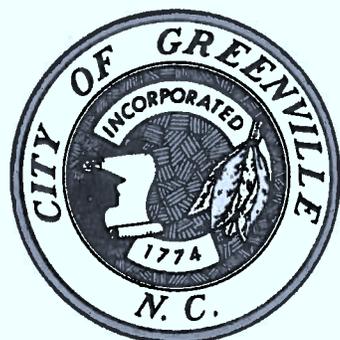
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[6/12/08 Info](#)

Approved



## City of Greenville, North Carolina

Meeting Date: 6/12/2008

Time: 7:00 PM

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**Title of Item:** Cable Television Government Access Channel Ad Hoc Advisory Committee

**Explanation:** On June 11, 2007, the City Council at a regular City Council meeting passed an ordinance dissolving the Citizens Advisory Commission on Cable Television and the concomitant references in the Code of Ordinances. This action was taken in recognition of the recently implemented state law creating state cable franchises; thereby, the law significantly reduced this body's historical role and its need.

At the above City Council meeting, Councilmember Spell requested some form of citizens advisory commission on cable television and two versions of a proposed ordinance were considered by the City Council. After much Council discussion, a consensus was reached that there was some benefit to seeking citizen input on government access channel programming. While a move to create a permanent commission failed, Councilmember Dunn proposed a motion directing staff to return to the City Council a proposal to create an ad hoc committee. That motion was approved by the City Council.

This proposed plan accomplishes the City Council's directive. It was drafted by staff with the collective input from the Public Information Officer, City Manager, City Attorney, and Assistant City Manager.

**Fiscal Note:** Minimal direct expenses of \$250 and up to 100 staff hours or approximately 5% of a FTE.

**Recommendation:** Approve creation of the Cable Television Government Access Channel Ad Hoc Advisory Committee and direct the City Attorney to prepare a resolution formalizing the creation for City Council consideration at the August 14, 2008 City Council meeting.

Item # 18

Item # 2

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[Government Access Channel Ad Hoc Committee 749029](#)

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Item # 18

Item # 2

## **City of Greenville**

### **Cable Television Government Access Channel Ad Hoc Advisory Committee**

#### **Article I – Government Access Channel Purpose**

##### **Section 1. Purpose**

The City of Greenville Government Access Channel (GTV-9) exists chiefly to achieve the following objectives:

- 1) Provide information about programs and services offered by City departments, agencies, boards, commissions, and the government's partner agencies.
- 2) Expand citizen awareness of government and its decision-making processes by exposing citizens to live and tape-delayed government meetings.
- 3) Enhance existing public information materials and use cable television as a public information tool.
- 4) Provide a convenient means for citizens to remain informed of City Council, boards, and commissions actions.
- 5) Provide and distribute programming of interest to residents that will inform, educate, and enlighten, as well as encourage participation in government services, programs, activities, employment opportunities, and decision-making.

#### **Article II – Ad Hoc Advisory Committee Purpose, Qualifications, and Appointments**

##### **Section 1. Purpose**

The City of Greenville City Council finds it beneficial to receive public comment and advice on a periodic basis from persons who reside in Greenville and subscribe to Suddenlink Cable service about the general programming of the Government Access Channel.

##### **Section 2. Membership Qualifications**

Members of the Government Access Channel Ad Hoc Advisory Committee shall:

- 1) Be residents of the City of Greenville
- 2) Be and remain subscribers to SuddenLink Cable service during the term of service.

- 3) Serve only while the Committee is convened by the City Council and serve only for the term set forth herein in Article III, Section 2.

### **Section 3. Appointments**

In September of each even numbered year, the Mayor and each member of the City Council shall appoint one member. The total membership of the committee shall be seven (7).

## **Article III – Ad Hoc Advisory Committee Organization**

### **Section 1. Organization**

To help facilitate the efficient and orderly functioning of the Committee, the members of the Committee shall elect from its membership two (2) individuals to serve as Co-Chairs and one (1) person to serve as Secretary.

### **Section 2. Convening and Term**

The Committee shall convene in October following appointment for a term of ninety (90) days and shall submit its report to the City Council no later than December 31.

### **Section 3. Co-Chairs and Secretary Responsibilities**

Co-Chairs shall preside over all meetings of the Ad Hoc Advisory Committee and shall prepare the meeting agendas. The Secretary shall keep a record of actions taken during each meeting and coordinate with the Staff Liaison to ensure all meetings comply with the North Carolina open meetings law.

## **Article IV – Ad Hoc Advisory Committee Responsibilities and Meetings**

### **Section 1. Responsibilities**

The responsibilities of the Ad Hoc Advisory Committee shall be to:

- 1) Review and comment on the reports provided by the Staff Liaison.
- 2) Gather and collect input from a diversity of citizens and resources about the Greenville Government Access Channel.
- 3) Provide a report to the City Council.

## **Section 2. Meetings**

The Committee may schedule meetings as it deems necessary to complete its work within the allotted time frame. All meetings shall be open to the public and adhere to the North Carolina open meetings law. To the fullest extent possible, meetings will be broadcast on the Government Access Channel.

## **Article V – Staff Liaison and Responsibilities**

### **Section 1. Staff Liaison**

The Public Information Officer or City Manager's designee shall serve as the Staff Liaison and shall assist the Ad Hoc Advisory Committee in the conduction of its role.

### **Section 2. Responsibilities**

The responsibilities of the Staff Liaison to the Ad Hoc Advisory Committee will be to:

- 1) Provide a comprehensive report on the Government Access Channel's programming
  - a) By category (e.g., boards and commissions, public information, news/events, origination programming, public service announcements) and content focus by City department or service area
  - b) By target audience
    - Residents
    - Older adults
    - Teens and young adults
    - Elementary school aged children
    - University community
    - Business community
    - Visitors
- 2) Provide an overview of the Public Information Office division, including the mission of the Government Access Channel, so members are able to clearly distinguish the roles of a public access channel and a government access channel.
- 3) Provide Public Information Office division staffing plan that reflects the proportion of staff time devoted to videotaping, editing, and producing each category of program content.

- 4) Provide other relevant local information as requested by the Ad Hoc Advisory Committee.
- 5) Coordinate with the Secretary to ensure all meetings adhere to the North Carolina open meetings law.



# City of Greenville, North Carolina

Meeting Date: 9/13/2012  
Time: 7:00 PM

**Title of Item:** Ordinance to annex Langston West, Section 3 involving 3.5221 acres located at the terminus of Rounding Bend Road and adjacent to Langston Farms, Phase 4 and Langston West, Sections 1 and 2

**Explanation:** ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: September 3, 2012
2. City Council public hearing date: September 13, 2012
3. Effective date: June 30, 2013

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 3.5221
4. Voting District: 2
5. Township: Winterville
6. Vision Area: E
7. Zoning: R9S (Residential-single-family)
8. Land Use: Existing: Vacant  
Anticipated: nine (9) single-family dwellings

9. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	9 x 2.35*	21
Current Minority	-----	0
Estimated Minority at full development	21 x 43.4%	9
Current White	-----	0
Estimated White at full development	21-9	12

10. Rural Fire Tax District: Staton House

11. Greenville Fire District: Station #5 (Distance of 2.5 miles)

12. Present Tax Value: \$66,039.  
Estimated Future Tax Value: \$1,686,039

**Fiscal Note:** The total estimated tax value at full development is \$1,686,039.

**Recommendation:** Approve the attached ordinance to annex Langston West, Section 3

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Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

[Survey](#)

[Ordinance Langston West Section 3 934803](#)

ORDINANCE NO.  
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF  
THE CITY OF GREENVILLE, NORTH CAROLINA

Attachment number 1  
Page 1 of 2

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 7:00 p.m. on the 13<sup>th</sup> day of September, 2012, after due notice by publication in The Daily Reflector on the 3<sup>rd</sup> day of September, 2012; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES ORDAIN:

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT:           Being all of that certain property as shown on the annexation map entitled "Langston West, Section 3", involving 3.5221 acres as prepared by Stroud Engineering.

LOCATION:       Lying and being situated in Winterville Township, Pitt County, North Carolina, located at the terminus of Rounding Bend Road and adjacent to Langston Farms, Phase 4, and Langston West, Sections 1 and 2.

GENERAL DESCRIPTION:

Beginning at an existing iron stake, the northernmost common corner to Lots 278 and 287, Langston West, Section 1 as recorded in Map Book 66, Page 155, the true point of beginning. Thence from the true point of beginning along the eastern boundary of Langston West, Section 2 (Map Book 74, Page 189) the following calls: N17-14-18E – 24.78', thence N45-48-09E – 82.32', thence N36-52-17E – 82.86', thence N29-19-02E – 82.14', thence N29-17-23E – 46.29' to the easternmost corner of Lot 274, Langston West, Section 2, thence leaving the Section 2 boundary and following a new annexation line the following calls: N81-14-36E – 136.95', thence N78-08-20E – 50.05', thence N80-23-35E – 104.45' to the westernmost corner of the Langston Farms Recreation Area boundary as recorded in Map Book 57, Page 144, thence along the recreation lot S50-58-03E – 150.00' to a point in the western line of Langston Farms, Phase 4 as recorded in Map Book 62, Page 185, thence along the western boundary of Phase 4 S39-01-15W – 205.92', thence S29-18-56W – 268.48' to a common corner to lots 39 and 40 of Langston Farms, Phase 4, also the northeast corner to lot 302, Langston West, Section 1 as recorded in Map Book 66, Page 155, thence leaving the Phase 4 boundary and following the northern line of Langston West, Section 1 N60-41-04W – 368.94' to the point of beginning and containing

3.5221 Acres and being a portion of Parcel No. 69714 as filed with the Pitt County Tax Assessor's Office.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G. S. 160A-23, be annexed into Greenville municipal election district two. The City Clerk, City Engineer, representatives of the Board of Elections and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district two.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10. Attachment number 1  
Page 2 of 2

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 30th day of June, 2013.

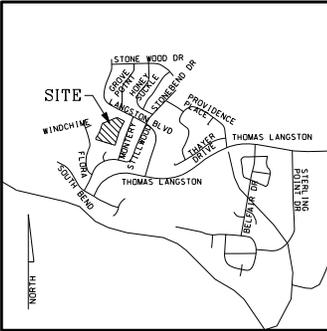
ADOPTED this 13th day of September, 2012.

\_\_\_\_\_  
Allen M. Thomas, Mayor

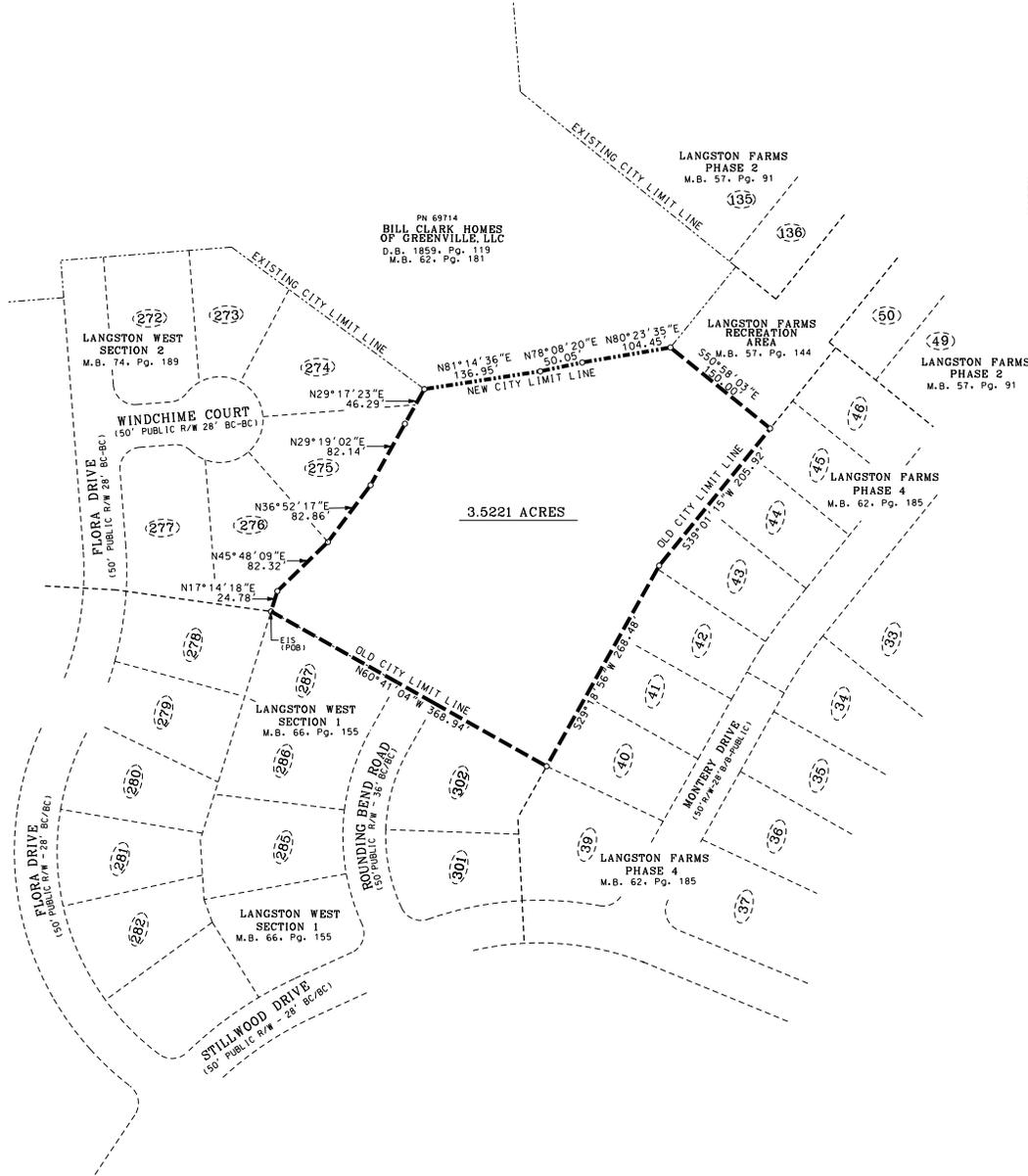
ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

#934803



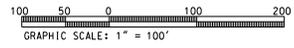
VICINITY MAP



I, \_\_\_\_\_ CERTIFY THAT THIS MAP IS OF A SURVEY OF ANOTHER CATEGORY AND IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION.

PROFESSIONAL LAND SURVEYOR

**LEGEND:**  
 - - - - - NEW CITY LIMIT LINE  
 - - - - - OLD CITY LIMIT LINE  
 - - - - - EXISTING CITY LIMIT LINE



A PORTION OF PARCEL NO. 69714  
 REFERENCE: DEED BOOK 1859, PAGE 119 AND  
 MAP BOOK 62, PAGE 181

<b>LANGSTON WEST, SECTION 3</b> WINTERVILLE TWP., PITT COUNTY, NORTH CAROLINA	
BILL CLARK HOMES OF GREENVILLE, LLC 200 E. ARLINGTON BLVD. GREENVILLE, NC 27858 (252) 355-5805	
	STROUD ENGINEERING, P.A. LICENSE NO. C-0647 107-B COMMERCE ST. GREENVILLE, NC 27858 (252) 756-9352
SURVEYED: N/A	APPROVED: HOB
DRAWN: DTB	DATE: 1-11-12
CHECKED: DTB	SCALE: 1" = 100'

MAP NO.	MAPS RECORDED	BOOK	PAGE
	LANGSTON WEST, SECTION 2	74	133
	LANGSTON FARMS, PHASE TWO	57	8
	LANGSTON FARMS, RECREATION AREA	57	152

MAP SHOWING AREA ANNEXED BY

**THE CITY OF GREENVILLE**

DATE \_\_\_\_\_ ORDINANCE NO. \_\_\_\_\_

3.5221 AC AREA

Item # 3

NORTH CAROLINA, \_\_\_\_\_ COUNTY  
 I, \_\_\_\_\_, NOTARY  
 PUBLIC OF THE COUNTY AND STATE  
 AFORESAID, CERTIFY THAT \_\_\_\_\_  
 \_\_\_\_\_, A PROFESSIONAL LAND  
 SURVEYOR, PERSONALLY APPEARED BEFORE  
 ME THIS DAY AND ACKNOWLEDGED THE  
 EXECUTION OF THE FOREGOING INSTRUMENT.  
 WITNESS MY HAND AND OFFICIAL STAMP OR  
 SEAL THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_  
 MY COMMISSION EXPIRES \_\_\_\_\_



# City of Greenville, North Carolina

Meeting Date: 9/13/2012  
Time: 7:00 PM

**Title of Item:** Ordinance to annex Parkside Bluffs involving 3.78 acres located along the northern right-of-way of East 10th Street and 1,000+/- feet east of its intersection with Portertown Road

**Explanation:** ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: September 3, 2012
2. City Council public hearing date: September 13, 2012
3. Effective date: June 30, 2013

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 3.78
4. Voting District: 3
5. Township: Grimesland
6. Vision Area: C
7. Zoning: CG (General Commercial)
8. Land Use: Existing: Vacant  
Anticipated: 12,500 square feet of commercial building

9. Population:

	Formula	Number of People
Total Current	-----	-----
Estimated at full development	-----	-----
Current Minority	-----	-----
Estimated Minority at full development	-----	-----
Current White	-----	-----
Estimated White at full development	-----	-----

10. Rural Fire Tax District: Eastern Pines

11. Greenville Fire District: Station #6 (Distance of 2.0 miles)

12. Present Tax Value: \$181,912  
Estimated Future Tax Value: \$1,413,912

**Fiscal Note:** The total estimated tax value at full development is \$1,431,912.

**Recommendation:** Approve the attached ordinance to annex Parkside Bluffs.

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Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

[Survey](#)

[Ordinance Parkside Bluffs 934799](#)

ORDINANCE NO.  
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF  
THE CITY OF GREENVILLE, NORTH CAROLINA

Attachment number 1  
Page 1 of 2

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 7:00 p.m. on the 13<sup>th</sup> day of September, 2012, after due notice by publication in The Daily Reflector on the 3<sup>rd</sup> day of September, 2012; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES ORDAIN:

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT:           Being all of that certain property as shown on the annexation map entitled "Parkside Bluffs", involving 3.78 acres as prepared by Freeland and Associates, Inc.

LOCATION:       Lying and being situated in Grimesland Township, Pitt County, North Carolina, located along the northern right-of-way of East Tenth Street (NC Highway 33) and about 1,000 feet east of its intersection with Portertown Road.

GENERAL DESCRIPTION:

Commencing at the USGS Monument "Trinity" having grid coordinates N=675583.2231, E=2493785.8878; thence with a tie line S 64-44-40 E for 10266.38 feet to a 5/8 in. rebar located along the northern right of way of East Tenth Street - N.C. Hwy 33 (30 Meter R/W) being a common corner of V-SLEW, LLC (D.B. 2043-165) and the Point of Beginning; thence leaving said northern right of way along the common line of V-SLEW, LLC N 21-10-39 E for 260.00 feet to a 5/8 in. rebar; thence S 68-37-19 E for 69.43 feet to a 5/8 in. rebar; thence S 68-26-53 E for 211.57 feet to a 5/8 in. rebar; thence S 21-10-39 W for 215.31 feet to a 5/8 in. rebar; thence S 23-40-11 E for 56.73 feet to a 5/8 in. rebar; thence S 68-31-00 E for 89.35 feet to a 5/8 in. rebar; thence S 61-36-05 E for 38.77 feet to a 5/8 in. rebar located along said northern right of way of East Tenth Street; thence with said northern right of way N 68-31-36 W for 159.73 feet to a 5/8 in. rebar; thence N 68-26-53 W for 61.45 feet to a point; thence leaving said northern right of way S 21-28-32 W for 98.42 feet to a point located along the southern right of way of said East Tenth Street; thence along said southern right of way N 68-26-53 W for 159.50 feet to a 3/4 in. open top iron pin; thence N 68-37-19 W for 251.40 feet to a right of way monument; thence

along a curve concave to the northeast having a radius of 3083.20 feet, arc length of 46.86 feet and a chord bearing and distance of N 68-00-30 W for 46.85 feet to a 3/4 in. open top iron pin; thence along a curve concave to the northeast having a radius of 3083.20 feet, arc length of 464.00 feet and a chord bearing and distance of N 63-20-16 W for 463.57 feet to a point; thence leaving said southern right of way N 30-28-50 E for 98.42 feet to a point located along said northern right of way of East Tenth Street; thence with said northern right of way along a curve concave to the northeast having a radius of 2984.79 feet, arc length of 435.84 feet and a chord bearing and distance of S 63-11-36 E for 435.45 feet to a 5/8 in. rebar; thence S 68-26-31 E for 242.80 feet to the Point of Beginning containing 3.78 Acres (164,589 Sq. Ft.) more or less.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G. S. 160A-23, be annexed into Greenville municipal election district three. The City Clerk, City Engineer, representatives of the Board of Elections and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district three. Attachment number 1  
Page 2 of 2

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 30th day of June, 2013.

ADOPTED this 13th day of September, 2012.

\_\_\_\_\_  
Allen M. Thomas, Mayor

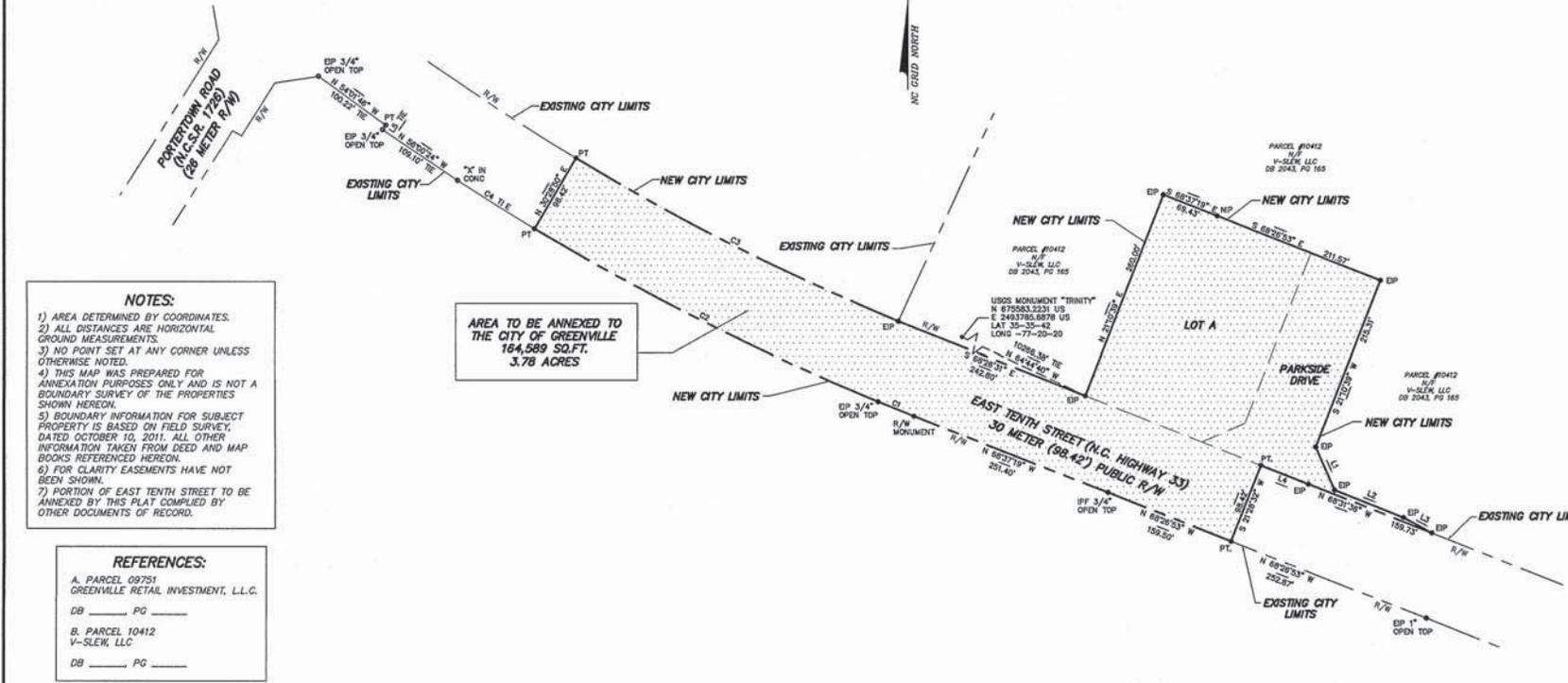
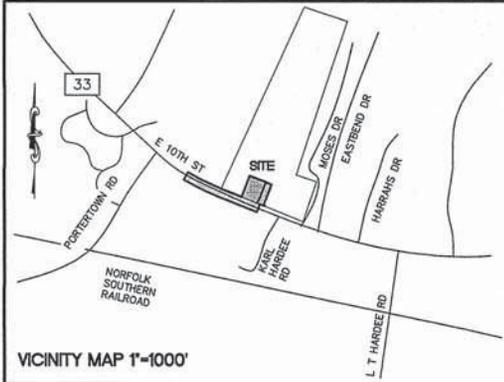
ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

#934799

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	3083.20'	46.86'	23.43'	46.85'	N 68°00'30" W	0°52'15"
C2	3083.20'	464.00'	232.44'	463.57'	N 63°20'16" W	8°37'22"
C3	2984.79'	435.84'	218.31'	435.45'	S 63°11'36" E	8°21'59"
C4 TIE	3083.20'	109.57'	54.79'	109.56'	N 58°00'30" W	2°02'10"

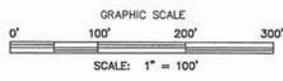
LINE TABLE		
LINE	LENGTH	BEARING
L1	56.73'	S 23°40'11" E
L2	89.35'	S 68°31'00" E
L3	38.77'	S 61°36'05" E
L4	61.45'	N 68°26'53" W
L5 TIE	6.56'	N 34°59'02" E



- NOTES:**
- 1) AREA DETERMINED BY COORDINATES.
  - 2) ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
  - 3) NO POINT SET AT ANY CORNER UNLESS OTHERWISE NOTED.
  - 4) THIS MAP WAS PREPARED FOR ANNEXATION PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON.
  - 5) BOUNDARY INFORMATION FOR SUBJECT PROPERTY IS BASED ON FIELD SURVEY DATED OCTOBER 10, 2011. ALL OTHER INFORMATION TAKEN FROM DEED AND MAP BOOKS REFERENCED HEREON.
  - 6) FOR CLARITY EASEMENTS HAVE NOT BEEN SHOWN.
  - 7) PORTION OF EAST TENTH STREET TO BE ANNEXED BY THIS PLAT COMPILED BY OTHER DOCUMENTS OF RECORD.

- REFERENCES:**
- A. PARCEL 09751  
GREENVILLE RETAIL INVESTMENT, L.L.C.  
DB \_\_\_\_\_ PG \_\_\_\_\_
- B. PARCEL 10412  
V-SLEK, LLC  
DB \_\_\_\_\_ PG \_\_\_\_\_

- LEGEND:**
- NP NEW IRON PIN (5/8" REBAR)
  - EP EXISTING IRON PIN
  - (5/8" REBAR UNLESS OTHERWISE NOTED)
  - R/W RIGHT-OF-WAY
  - DB DEED BOOK
  - NEW CITY LIMIT
  - OLD CITY LIMIT
  - CITY LIMIT
  - POC POINT OF COMMENCEMENT
  - POB POINT OF BEGINNING



**SURVEYOR'S CERTIFICATION**

I, JAMES R. FRIELAND, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2043 PAGE 165 AND DEED BOOK 301, PAGE #1 OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK N/A, PAGE N/A, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION FOR TRADITIONAL SURVEY METHOD IS 1:10,000; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE OCCASIONAL POSITIONING ACCURACY STANDARD, PART 2, STANDARDS FOR GEODETIC NETWORKS AT THE CLASS "A" ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY: POSITIONAL ACCURACY: 0.02" TYPE OF GPS FIELD PROCESSING: REAL-TIME KINEMATIC DATE(S) OF SURVEY: 11-10-11 DATUM/EPOCH: HORIZONTAL: NAD83/US82(2011); VERTICAL: NAVD83 PUBLISHED/FIELD CONTROL MONUMENTS USED: "TRINITY" N 675583.2231 US E 2493785.6878 US LAT 35-35-42 LONG -77-20-20 ELEV: 41.92' DATUM: NAD83 "TRINITY" N: 670209.5500 E: 25040363000. ELEV: 41.92' DATUM: NAD83 DEED MODEL: GEODETIC COORDINATE GRID FACTOR: 0.999999411 UNITS: US SURVEY FOOT THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH U.S. 47-30 AS AMENDED. I, FURTHER CERTIFY PURSUANT TO G.S. 47-30(a)(1)(b), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. I WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 23rd DAY OF DECEMBER 2011.



PARKSIDE BLUFFS		MAP NO.	PLATS RECORDED	BOOK	PAGE
FRIELAND & ASSOCIATES, INC. 333 WEST STONE AVE. GREENVILLE, N.C. 29609 TEL: (864) 271-4924 FAX: (864) 233-0315 EMAIL: info@frieland-associates.com N.C. LICENSE NUMBER: L-2636 CGAL: C-0478	SURVEYED: CB DRAWN: JMF CHECKED: JRF	APPROVED: JRF DATE: 7-10-12 SCALE: 1"=100'			

**MAP SHOWING AREA ANNEXED BY THE CITY OF GREENVILLE, N.C.**

EFFECTIVE DATE: **Item # 4** ORDINANCE NO. \_\_\_\_\_  
GRIMESLAND TOWNSHIP, PITT COUNTY, N.C.

**3.78 ACRES**  
AREA



# City of Greenville, North Carolina

Meeting Date: 9/13/2012  
Time: 7:00 PM

**Title of Item:** Ordinance requested by The East Carolina Bank to rezone 41.616 acres located along the southern right-of-way of Regency Boulevard between South Pointe Duplexes and the CSX Railroad from R6S (Residential-Single-family [Medium Density]) to R6A (Residential [Medium Density Multi-family])

**Explanation:**

**Required Notice:**

Planning and Zoning Commission meeting notice (property owner and adjoining property owner(s) letters) mailed on July 2, 2012.  
On-site sign(s) posted on July 2, 2012.  
City Council public hearing notice (property owners and adjoining property owner(s) letters) mailed on August 28, 2012.  
Public hearing legal advertisement published on September 3 and 10, 2012.

\*\*\*This request was originally scheduled to go before Council on August 6, 2012. This item was continued at the applicant's request.

**Comprehensive Plan:**

The subject property is located in Vision Area E.

The applicable Comprehensive Plan Objectives:

UF2. To encourage a mixing of land uses.

UF3. To encourage a diversity of housing options.

UF21. To provide transitional buffers and/or zoning between incompatible land uses.

UF23. To allow rezonings in accordance with the Future Land Use Plan Map recommendations.

The applicable Comprehensive Plan Implementation Strategies:

- 2(h). Office/institutional/multi-family land uses should be developed along transportation thoroughfares to provide transition between commercial nodes and to preserve vehicle carrying capacity.
- 2(i). Office/institutional/multi-family development should be used as a buffer between light industrial and commercial development and adjacent lower density residential land uses.

Regency Boulevard is designated as a connector corridor. Connector corridors are anticipated to contain a variety of higher intensity land uses.

The Future Land Use Plan Map recommends office/institutional/multi-family (OIMF) at the southeast corner of the intersection of Regency Boulevard and South Memorial Drive and transitioning to medium density residential (MDR) in the interior areas to act as a buffer to the commercial (C) north of Fire Tower Road.

#### **Thoroughfare/Traffic Volume (PWD - Engineering Division) Report Summary:**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1995 trips to and from the site on Regency Boulevard, which is a net increase of 416 additional trips per day.

During the review process, measures to mitigate traffic impacts will be determined. Mitigation measures may include limiting access onto Regency Boulevard through cross access to the adjacent parcels and constructing turn lanes into the development.

#### **History/Background:**

In 1972, the subject site was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20. In 1987, a section of the property (adjacent to the railroad) was rezoned to R9S. In 2006, the remaining portion of the subject property was rezoned to R6S and R9S. In 2007, the R9S-zoned portion was rezoned to R6S.

#### **Present Land Use:**

This site is part of an approved preliminary plat for Westhaven South Cluster Subdivision (165 single-family lots).

#### **Water/Sewer:**

Water is located in the right-of-way of Thomas Langston Road and sanitary sewer is located to the south at the end of the proposed South Park Drive.

#### **Historic Sites:**

There is no known effect on designated sites.

**Environmental Conditions/Constraints:**

There are no known environmental constraints.

**Surrounding Land Uses and Zoning:**

North: R9S - Westhaven South Subdivision

South: RA20 - vacant

East: R9S - Shamrock Cluster Subdivision; RA20 - Southall Subdivision; O - vacant

West: O - Vacant (under common ownership as applicant)

**Density Estimates:**

Under the current zoning (R6S), the site could yield 165 single-family lots.

Under the proposed zoning (R6A), the site could yield 300 multi-family units (1, 2 and 3 bedroom units).

The anticipated build-out time is 3-5 years.

**Additional Staff Comments:**

The rezoning site has been the subject of several rezonings over the years. The resulting zoning from all of the requests has been single-family. The current request, while in compliance with the Future Land Use Plan Map, contains a multi-family option.

**Fiscal Note:**

No cost to the City.

**Recommendation:**

In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

"In compliance with the comprehensive plan" should be construed as meaning the requested rezoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission voted to deny the request at its July 17, 2012, meeting.

If City Council determines to approve the request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance includes the statutorily

required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:  
Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest.

Note: In addition to other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

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Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

- [Location Map](#)
- [Survey](#)
- [Bufferyard and Vegetation Standards and Residential Density](#)
- [Ordinance\\_The\\_East\\_Carolina\\_Bank\\_932121](#)
- [Rezoning\\_Case\\_12\\_07\\_The\\_East\\_Carolina\\_Bank\\_931308](#)
- [Minutes\\_for\\_The\\_East\\_Carolina\\_Bank\\_932570](#)
- [List\\_of\\_Uses\\_R6S\\_to\\_R6\\_921487](#)

ORDINANCE NO. 12-  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE  
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING JURISDICTION OF THE  
CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on September 13, 2012, at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration; and,

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance rezoning the following described property is consistent with the adopted comprehensive plan and that the adoption of the ordinance rezoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN:

Section 1. That the following described territory is rezoned from R6S (Residential-Single-family) to R6A (Residential).

- TO WIT:                   The East Carolina Bank Properties
- LOCATION:                Located along the southern right-of-way of Regency Boulevard between South Pointe Duplexes and CSX Railroad.
- DESCRIPTION:         All that certain tract or parcel of land lying and being situated in the City of Greenville, Winterville Township, Pitt County, North Carolina, bounded on the north by Thomas Langston Road, on the east by CSXT Railroad (formerly Seaboard Coastline Railroad), on the south by the Fenner L. Allen, et al. property and the Jack Jones, LLC property, and on the west by South Pointe Subdivision and the Langston Farms, LLC property, and being described by metes and bounds as follows:

BEGINNING at a point in the southern right-of-way line of Thomas Langston Road where it intersects with the western right-of-way line of CSXT Railroad, thence with the western right-of-way line of CSXT Railroad S 22°09'02" W 889.43 feet to a point in said right-of-way, said point being a corner with the Fenner L. Allen, et al. property described in Deed Book 993, page 324, thence leaving CSXT Railroad and with the northern line of the Allen property N 83°01'07" W 41.33 feet, thence N 07°13'13" E 378.78 feet, thence N 84°25'41" W 1,262.66 feet, thence S 00°52'37" W 181.57 feet, thence S 01°39'23" E 82.36 feet, thence S 11°55'32" E 39.87 feet, thence S 72°17'54" E 102.87 feet, thence S 17°42'06" W 225.00 feet, thence N 72°17'54" W 150.00 feet to a point, a common corner with the Jack Jones, LLC property described in Deed Book 1054, page 823, thence leaving the Allen property and with the northern line of the Jones property N 84°17'54" W 1,060.48 feet to a point in the eastern line of South Pointe Subdivision, Section 2 and 3 recorded in Map Book 65, pages 185 and 186, thence leaving the Jones property and with the eastern line of South Pointe Subdivision N 07°18'00" E 171.53 feet, thence N 05°57'58" W 22.47 feet, thence N 14°57'05" W 114.55 feet, thence N 06°03'14" W 146.93 feet to a point, a common corner with the Langston Farms, LLC property recorded in Deed Book 1845, page 459, thence leaving South Pointe Subdivision and with the eastern line of the Langston Farms property N 06°03'14" W 271.59 feet to a point in the southern right-of-way line of Thomas Langston Road, thence leaving the Langston Farms property and with the southern right-of-way line of Thomas Langston Road N 76°52'01" E 607.12 feet to a point of curve, thence continuing along a curve in a clockwise direction, said curve having a radius of 1,210.00 feet, a chord bearing of N 85°53'29" E and a chord distance of 379.58 feet to a point of tangent, thence continuing with said right-of-way S 85°03'35" E 1,552.69 feet to a point of curve, thence continuing along a curve in a clockwise direction, said curve having a radius of 2,990.00 feet, a chord bearing of S 84°02'05" E and a chord distance of 106.99 feet to a point of tangent, thence continuing with said right-of-way S 83°00'34" E 178.54 feet to the point of BEGINNING, containing 41.616 acres more or less and being a portion of the property acquired by The East Carolina Bank described in Deed Book 2846, page 337 and shown on a plat by Rivers and Associates, Inc. dated June 15, 2012, being drawing number Z-2561 entitled Rezoning Map for The East Carolina Bank which by reference is made a part hereof for a more detailed description.

Section 2. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 3. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 13<sup>th</sup> day of September, 2012.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

\_\_\_\_\_  
Carol L. Barwick, City Clerk

Doc. # 932121



**2.) Regency Boulevard , West of Site (50%):**

**“No build” ADT of 8,000**

Estimated ADT with Proposed Zoning (full build) – 8,998

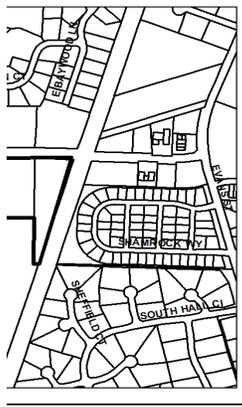
Estimated ADT with Current Zoning (full build) – 8,790

**Net ADT change = 208 (2% increase)**

**Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate the site on Regency Boulevard, which is a net increase of 416 additional trips per day.

During the review process, measures to mitigate traffic impacts will be determined. Mitigation measures may include onto Regency Boulevard through cross access to the adjacent parcels and constructing turn lanes into the developr



p

tion

vehicles/day (\*\*)

conditions

(\*)

sed zoning.)

ted ADTs on Regency

: 1995 trips to and from

: lude limiting access  
ment.

**Excerpt from the DRAFT Planning & Zoning Minutes (7/17/2012)**

REQUEST BY THE EAST CAROLINA BANK - DENIED

Ms. Chantae Gooby, Planner, delineated the property. The property is located along the southern section of the city. The property is between Evans St. and Memorial Drive. The request is to change from single family to both single and multi-family zoning. Part of the property has been approved for a preliminary plat which includes 165 single family lots. The property is vacant. The proposed rezoning classification could generate 416 trips per day. The property is currently zoned for 165 single family lots. Under the proposed zoning, the property could yield 300 multi-family lots. The Future Land Use Plan Map recommends medium density residential (MDR) throughout the entire area. In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan, and the Future Land Use Plan Map.

Ms. Bellis asked what type of housing was allowed with multi-family dwellings

Ms. Gooby stated duplexes, townhomes or apartment buildings.

Mr. Weitz asked staff if the Comprehensive Plan had any policies or objectives to support the request.

Mr. Flood stated that the housing and mobility section of the plan describes having a mix of housing within a variety of neighborhoods throughout the city. He suggested that staff provide the board with the text excerpts from the plan at a later date.

Mr. Weitz asked was Regency Boulevard on the transit bus route.

Ms. Gooby said currently there are no bus stops on Regency Boulevard and did not know if the Great Bus traveled the road.

Mr. Parker asked if the city kept an occupancy rate of apartment buildings.

Ms. Gooby stated that the city does not have a record of occupancy due to the turnover rate.

Mr. Bell asked about the number of trips per day according to the traffic report.

Ms. Gooby stated that the total number of ins and outs is 416.

Ms. Bellis asked about the number of trips per day under the current zoning.

Ms. Gooby stated the current zoning is 1,579 and the proposed zoning would generate 1,995 trips per day.

Ms. Bellis asked if Regency Boulevard was a city maintained street or Department of Transportation road.

Doc #932570

Ms. Gooby stated a city maintained street. She also mentioned that the request is for a medium density district will has a cap of 9 units per acre.

Mr. Maxwell said that he is concerned about the backup of the current traffic near the requested area.

Mr. Bob Milam, Special Asset Coordinator of East Carolina Bank, spoke in favor of the request. He stated that the property was obtained by the bank via foreclosure. The bank is looking for a more advantageous way of marketing the property.

Mr. Weitz asked the applicant if a market study was done to prove that additional duplexes would serve a demand.

Mr. Milam stated that the bank talked to several real estate developers to see what they could do to make the property as attractive as they could to find a buyer for it. The applicant has no intention of building homes on the property.

Mr. Scott Anderson, representative of River & Associates, spoke in favor of the request. He stated that Regency Boulevard was designed for 35,000 trips per day and currently has 8,000. If used fully under the current zoning, it will have 8,790 trips per day. If the property was developed fully with multi-family, it will have 8,989 or 2% increase. He reiterated that the proposed request is on the low end of the number of multi-family units per acre.

Mr. John Selby, president of the Shamrock homeowners association, spoke in opposition of the request. He stated that the neighborhood is concerned about the impact of the proposed request. Due to Regency Boulevard, the neighborhood is dealing with the train and additional foot traffic. He asked will the developer fence off the area.

Ms. Gooby stated that if the proposed property is rezoned then the developer could build any type of housing within the zoning classification without having to come back to the Planning and Zoning Commission.

Chairman Bell closed the public hearing and opened board discussion.

Mr. Weitz stated that the request introduces multi-family zoning to an area that is entirely single family residents.

Ms. Gooby stated that R6A and office zoning are currently located beside the proposed property.

Mr. Schrade stated that he felt the request did coincide with the Comprehensive Plan because of the single family dwellings as the buffer for Westhaven.

Ms. Bellis asked if any buffering could be along the railroad track.

Ms. Gooby said vegetation requirements near a railroad track are minimum.

**Motion made by Mr. Schrade, seconded by Ms. Harrington, to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Those voting in favor: Harrington and Schrade. Those voting in opposition: Weitz, Bellis, Maxwell, Parker, Basnight, and Rich. Motion failed.**

**Motion made by Mr. Weitz, seconded by Mr. Maxwell, to recommend denial of the proposed amendment to advise that it is inconsistent with the Comprehensive Plan and other applicable plans and to adopt the staff report which is consistent with this motion which addresses plan consistency and other matters. Those voting in favor: Weitz, Bellis, Maxwell, Parker, Basnight, and Rich. Those voting in opposition: Harrington and Schrade. Motion passed.**

## **EXISTING ZONING**

### **R6S (Residential-Single-Family)**

#### ***Permitted Uses***

*(1) General:*

- a. Accessory use or building
- c. On-premise signs per Article N

*(2) Residential:*

- a. Single-family dwelling
- f. Residential cluster development per Article M
- k. Family care home (see also section 9-4-103)
- q. Room renting

*(3) Home Occupations (see all categories):*

\*None

*(4) Governmental:*

- b. City of Greenville municipal government building or use (see also section 9-4-103)

*(5) Agricultural/ Mining:*

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

*(6) Recreational/ Entertainment:*

- f. Public park or recreational facility
- g. Private noncommercial park or recreational facility

*(7) Office/ Financial/ Medical:*

\* None

*(8) Services:*

- o. Church or place of worship (see also section 9-4-103)

*(9) Repair:*

\* None

*(10) Retail Trade:*

\* None

*(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:*

\* None

*(12) Construction:*

- c. Construction office; temporary, including modular office (see also section 9-4-103)

*(13) Transportation:*

\* None

*(14) Manufacturing/ Warehousing:*

\* None

*(15) Other Activities (not otherwise listed - all categories):*

\* None

**R6S (Residential-Single-Family)**

***Special Uses***

*(1) General:*

\* None

*(2) Residential:*

\* None

*(3) Home Occupations (see all categories):*

- b. Home occupation; excluding barber and beauty shops
- c. Home occupation; excluding manicure, pedicure or facial salon
- d. Home occupation; including bed and breakfast inn (historic district only)

*(4) Governmental:*

- a. Public utility building or use

*(5) Agricultural/ Mining:*

\* None

*(6) Recreational/ Entertainment:*

- a. Golf course; regulation
- c.(1). Tennis club; indoor and outdoor facilities

*(7) Office/ Financial/ Medical:*

\* None

*(8) Services:*

- d. Cemetery
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)

*(9) Repair:*

\* None

*(10) Retail Trade:*

\* None

*(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:*

\* None

*(12) Construction:*

\* None

*(13) Transportation:*

\* None

*(14) Manufacturing/ Warehousing:*

\* None

*(15) Other Activities (not otherwise listed - all categories):*

\* None

## **PROPOSED ZONING**

### **R6A (Residential)**

#### ***Permitted Uses***

*(1) General:*

- a. Accessory use or building
- c. On- premise signs per Article N

*(2) Residential:*

- a. Single-family dwelling
- b. Two-family attached dwelling (duplex)
- c. Multi-family development per Article 1
- f. Residential cluster development per Article M
- k. Family care home (see also section 9-4-103)
- q. Room renting

*(3) Home Occupations (see all categories):*

\*None

*(4) Governmental:*

- b. City of Greenville municipal government building or use (see also section 9-4-103)

*(5) Agricultural/ Mining:*

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

*(6) Recreational/ Entertainment:*

- f. Public park or recreational facility
- g. Private noncommercial park or recreational facility

*(7) Office/ Financial/ Medical:*

\* None

*(8) Services:*

- o. Church or place of worship (see also section 9-4-103)

*(9) Repair:*

\* None

*(10) Retail Trade:*

\* None

*(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:*

\* None

*(12) Construction:*

c. Construction office; temporary, including modular office (see also section 9-4-103)

*(13) Transportation:*

\* None

*(14) Manufacturing/ Warehousing:*

\* None

*(15) Other Activities (not otherwise listed - all categories):*

\* None

## **R6A (Residential)**

### ***Special Uses***

*(1) General:*

\* None

*(2) Residential:*

d. Land use intensity multifamily (LUI) development rating 50 per Article K

e. Land use intensity dormitory (LUI) development rating 67 per Article K

l. Group care facility

n. Retirement center or home

p. Board or rooming house

r. Fraternity or sorority house

o.(1). Nursing, convalescent center or maternity home; minor care facility

*(3) Home Occupations (see all categories):*

a. Home occupation; including barber and beauty shops

c. Home occupation; including manicure, pedicure or facial salon

*(4) Governmental:*

a. Public utility building or use

*(5) Agricultural/ Mining:*

\* None

*(6) Recreational/ Entertainment:*

a. Golf course; regulation

c.(1). Tennis club; indoor and outdoor facilities

*(7) Office/ Financial/ Medical:*

\* None

*(8) Services:*

a. Child day care facilities

b. Adult day care facilities

d. Cemetery

g. School; junior and senior high (see also section 9-4-103)

h. School; elementary (see also section 9-4-103)

i. School; kindergarten or nursery (see also section 9-4-103)

m. Multi-purpose center

t. Guest house for a college and other institutions of higher learning

*(9) Repair:*

\* None

*(10) Retail Trade:*

\* None

*(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:*

\* None

*(12) Construction:*

\* None

*(13) Transportation:*

\* None

*(14) Manufacturing/ Warehousing:*

\* None

*(15) Other Activities (not otherwise listed - all categories):*

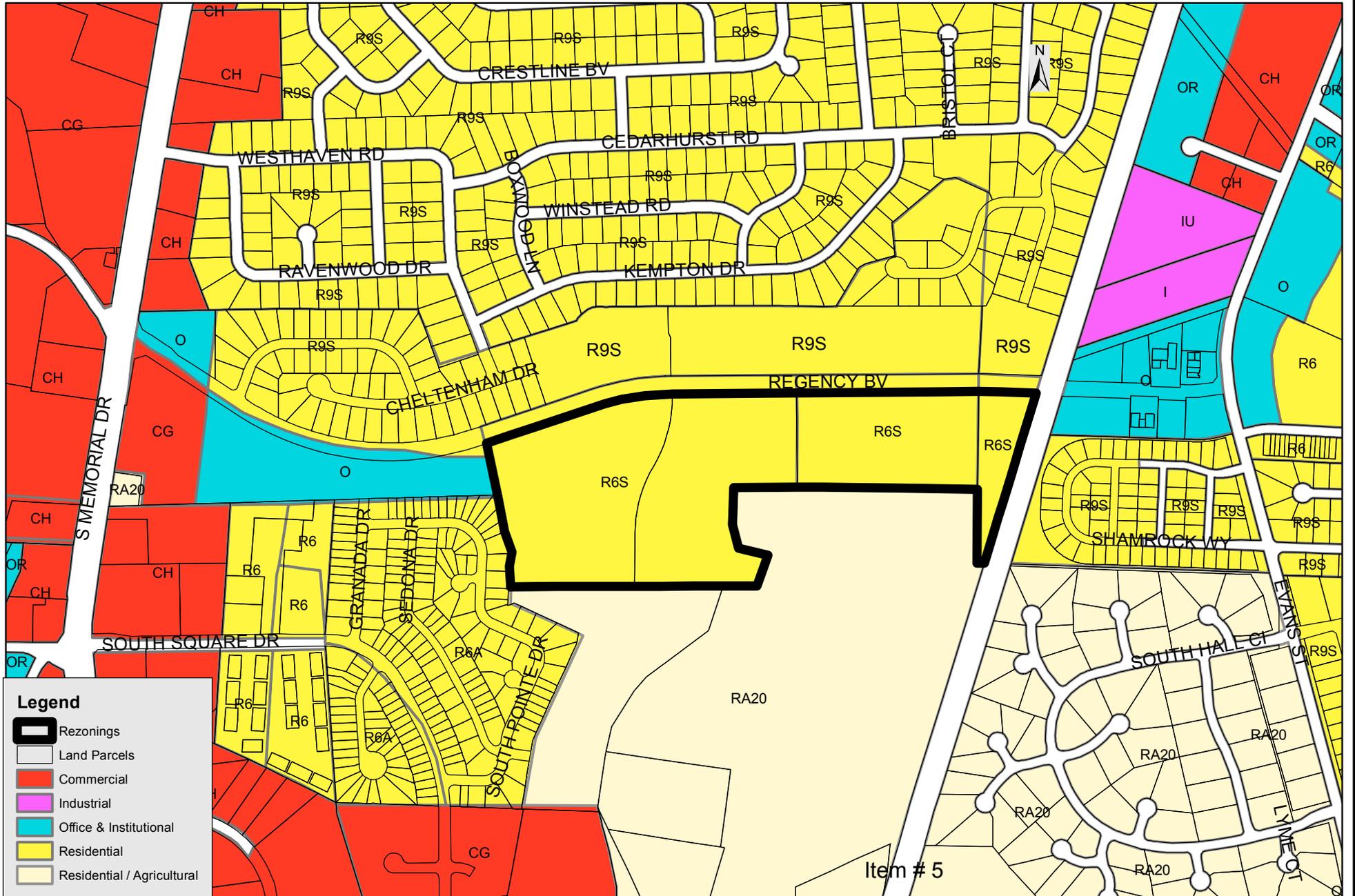
\* None

The East Carolina Bank (12-07)

From: R6S To: R6A

Total Acreage: 41.616

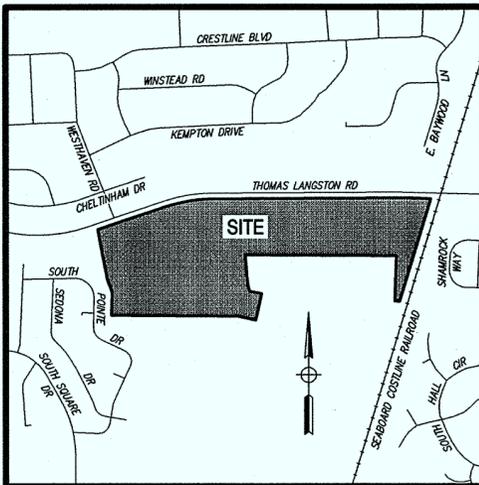
June 21, 2012



**Legend**

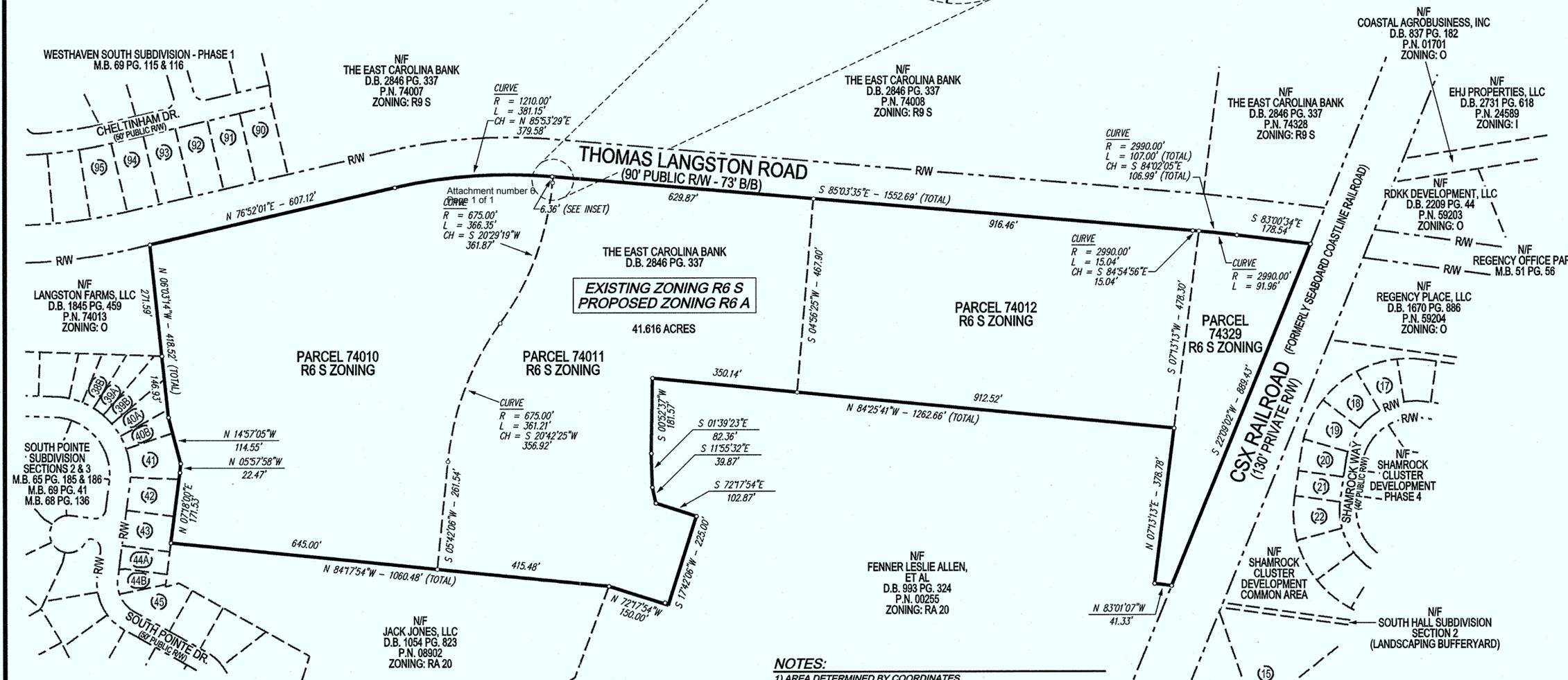
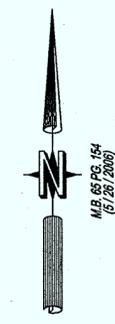
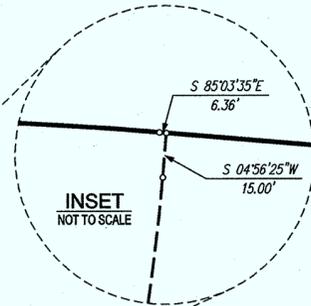
-  Rezoning
-  Land Parcels
-  Commercial
-  Industrial
-  Office & Institutional
-  Residential
-  Residential / Agricultural

Item # 5



VICINITY MAP  
1" = 1000'

WESTHAVEN SOUTH - PHASE 1 R9 S ZONING				
LOT	OWNER	D.B.	PG.	PARCEL NO.
90	N/F THE EAST CAROLINA BANK	2846	337	76404
91	N/F THE EAST CAROLINA BANK	2846	337	76405
92	N/F DAVID BRIAN JERNIGAN, ET AL	2976	731	76406
93	N/F THE EAST CAROLINA BANK	2846	337	76407
94	N/F THE EAST CAROLINA BANK	2846	337	76408
95	N/F THE EAST CAROLINA BANK	2846	337	76409



**LEGEND:**  
 O ZONING = OFFICE  
 R6 A ZONING = RESIDENTIAL  
 R6 S ZONING = RESIDENTIAL-SINGLE-FAMILY  
 R9 S ZONING = RESIDENTIAL-SINGLE-FAMILY  
 RA 20 ZONING = RESIDENTIAL-AGRICULTURAL  
 N/F = NOW OR FORMERLY  
 R/W = RIGHT OF WAY  
 B/B = BACK OF CURB TO BACK OF CURB  
 P.N. = PARCEL NUMBER  
 D.B. = DEED BOOK  
 M.B. = MAP BOOK  
 PG. = PAGE  
 ET AL = AND OTHERS

**REZONED AREA:**  
 TOTAL = 1,812,800 S.F. (41.62 ACRES)

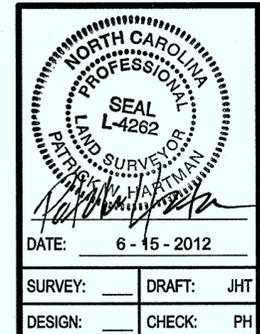
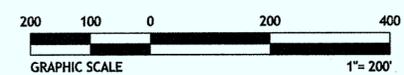
**REFERENCES:**  
 D.B. 2846 PG. 337  
 P.N. 74010, 74011, 74012 & 74329  
 M.B. 65 PG. 154 LANGSTON FARMS, LLC  
 M.B. 71 PG. 88  
 REZONING MAP FOR TOMMIE L. LITTLE PREPARED BY BALDWIN & ASSOCIATES, SEALED 3/16/2007

**OWNER:**  
 THE EAST CAROLINA BANK  
 1816 PROGRESS RD.  
 GREENVILLE, N.C. 27834  
 PHONE: (252) 931-3787

**CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY  
 I, PATRICK W. HARTMAN, PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM DEEDS AND OR MAPS AS REFERENCED HEREON, AND DOES NOT REPRESENT A FIELD BOUNDARY SURVEY BY MYSELF OR RIVERS AND ASSOCIATES, INC.; I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (F)(1)J.D., THAT THIS SURVEY IS OF ANOTHER CATEGORY, REZONING MAP. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 11th DAY OF JUNE, 2012.  
 SIGNED: *Patrick W. Hartman*  
 PATRICK W. HARTMAN, PROFESSIONAL LAND SURVEYOR  
 LICENSE NUMBER: L-4262

- NOTES:**
- 1) AREA DETERMINED BY COORDINATES.
  - 2) ALL DISTANCES ARE HORIZONTAL MEASUREMENTS.
  - 3) NO POINT SET AT ANY CORNER UNLESS OTHERWISE NOTED.
  - 4) THIS MAP WAS PREPARED FOR REZONING PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON.
  - 5) EXISTING ZONING WAS TAKEN FROM THE OFFICIAL ZONING MAP, THE CITY OF GREENVILLE, DATED APRIL 22, 2005 AND THE CITY OF GREENVILLE SPATIAL DATA EXPLORER WEB SITE.
  - 6) BOUNDARY INFORMATION SHOWN HEREON WAS DRAWN FROM OR CALCULATED FROM DEEDS AND MAPS REFERENCED HEREON. NO FIELD SURVEYING WAS PERFORMED UNDER MY SUPERVISION FOR THE PREPARATION OF THIS MAP.
  - 7) ADJACENT OWNER AND TITLE INFORMATION WAS TAKEN FROM THE PITT COUNTY ONLINE PARCEL INFORMATION WEB SITE; THIS INFORMATION HAS NOT BEEN CHECKED FOR ACCURACY OR CORRECTNESS.
  - 8) IN THE INTEREST OF CLARITY, NO EXISTING EASEMENTS ARE BEING SHOWN.

SOUTH POINTE SUBDIVISION - SECTION 2 & 3 R6 A ZONING				SHAMROCK CLUSTER DEVELOPMENT - PHASE 4 R9 S ZONING					
LOT	OWNER	D.B.	PG.	PARCEL NO.	LOT	OWNER	D.B.	PG.	PARCEL NO.
38B	N/F WILLIAM H. FLEMMING, ET AL	2472	692	75322	17	N/F MICHAEL W. WIER, ET AL	2088	867	68110
39A	N/F WILLIAM H. FLEMMING, ET AL	2472	692	75323	18	N/F XUANNGOC THI LENGO	2437	329	68111
39B	N/F RANDOLPH F. HOBBS, JR.	2394	288	75324	19	N/F BARBARA G. BRILEY	2209	102	68112
40A	N/F NANCY W. ADAMS	2428	690	75517	20	N/F CHARLES FREDRICK KIRKLAND, ET AL	2823	130	68113
40B	N/F HEATHER HOUSE	2428	44	75518	21	N/F ROBERT J. PANCOAST, JR., TRUSTEE	2334	656	68114
41	N/F BRANCH BANKING & TRUST COMPANY	2881	393	72756	22	N/F KENNETH NIEL WALKER, ET AL	2040	568	68115
42	N/F BRANCH BANKING & TRUST COMPANY	2881	390	72757	SOUTH HALL SUBDIVISION - SECTION 2 RA 20 ZONING				
43	N/F BRANCH BANKING & TRUST COMPANY	2881	387	72758					
44A	N/F ALEXANDER P. PENNINO, ET AL	2450	645	76624	LOT	OWNER	D.B.	PG.	PARCEL NO.
44B	N/F LYNN W. EVANS, ET AL	2515	275	76625	15	N/F SCOTT M. SHOOK, ET AL	1582	410	46682
45	N/F LYNN W. EVANS, ET AL	2429	116	72760	16	N/F LOUIS DWANE SUTTON, ET AL	419	723	46681



**Rivers**  
 & Associates, Inc.  
 Since 1918  
 107 East Second Street  
 Greenville, NC 27858 (252) 752-4135  
 6131 Falls of Neuse Road, Suite 300  
 Raleigh, NC 27609 (919) 848-3347

**REZONING MAP FOR**  
**THE EAST CAROLINA BANK**

WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

DATE: 6-15-2012

SURVEY: DRAFT: JHT SCALE: 1" = 200' DRAWING NO. SHEET 1 OF 1

DESIGN: CHECK: PH JOB NO. 2012082 Z-2561

04/30/07

## BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

**Bufferyard Requirements:** Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

**Parking Area:** Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.

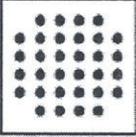
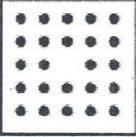
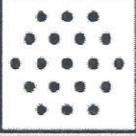
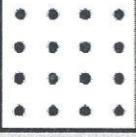
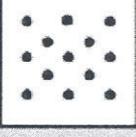
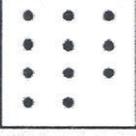
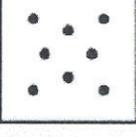
Residential Density		
Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit		
<b>High Density</b>		
R6 R6-N R6-MH OR CDF	17 units per acre yields 45 persons per acre	
PUD	12 units per acre yields 32 persons per acre	
<b>Medium Density</b>		
R6-A	9 units per acre yields 24 persons per acre	
R6-S	7 units per acre yields 19 persons per acre	
R9	6 units per acre yields 16 persons per acre	
R9-S	5 units per acre yields 13 persons per acre	
<b>Low Density</b>		
RA-20 MRS	4 units per acre yields 11 persons per acre	
R15-S	3 units per acre yields 8 persons per acre	

Illustration: Maximum allowable density in Residential Zoning Districts



# City of Greenville, North Carolina

Meeting Date: 9/13/2012  
Time: 7:00 PM

**Title of Item:** Ordinance requested by St. Peter's Catholic School to amend Title 9, Chapter 4, Article A, Section 9-4-22 of the City Code by adding the definition of "Campus"

**Explanation:** Currently, the City Code does not contain a definition for "campus". It would be a more equitable application of the lot coverage requirements of the Zoning Ordinance if a group of properties under common ownership of an entity collectively could be considered as a whole.

Staff has collaborated with the applicant's representative to develop the following proposed definition:

"Campus - The grounds of a school, college, university, hospital, church, or other institution that consists of several buildings developed and operated under a unified concept on a single tract of land or on multiple tracts of land which are in close proximity."

**Fiscal Note:** No fiscal impact is anticipated.

**Recommendation:** In staff's opinion, the inclusion of a definition for "campus" would be an enhancement to the ordinance and would add direction and clarity in land use administration.

The Planning and Zoning Commission voted to approve the request at its August 21, 2012, meeting.

If City Council determines to approve the amendment request, a motion to adopt the attached ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the amendment request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

Motion to deny the requested text amendment and to make a finding and determination that the denial of the text amendment request is consistent with the adopted comprehensive plan and that the denial of the text amendment request is reasonable and in the public interest due to the denial being consistent with the comprehensive plan, and as a result, the denial furthers the goals and objectives of the comprehensive plan.

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Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

- [St. Peters Initial Letter](#)
  - [Second Letter from St. Peters-Hite](#)
  - [Ordinance definition of campus 934848](#)
  - [Minutes Text amendment for campus 934806](#)
-

ORDINANCE NO. 12-  
AN ORDINANCE AMENDING THE ZONING ORDINANCE  
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on September 13, 2012 at 7:00 p.m., in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending the City Code; and

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance involving the text amendment is consistent with the adopted comprehensive plan and that the adoption of the ordinance involving the text amendment is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objectives of the comprehensive plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN:

Section 1: That Title 9, Chapter 4, Article A, Section 9-4-22, of the City Code, is hereby amended by adding the following:

*Campus. The grounds of a school, college, university, hospital, church, or other institution that consists of several buildings developed and operated under a unified concept on a single tract of land or on multiple tracts of land which are in close proximity.*

Section 2. That any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States of North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 3. That this ordinance shall become effective upon its adoption.

Adopted this 13<sup>th</sup> day of September, 2012.

---

Allen M. Thomas, Mayor

ATTEST:

---

Carol L. Barwick, City Clerk

#934848

**Excerpt from the DRAFT Planning & Zoning Minutes (8/21/2012)**

TEXT AMENDMENT REQUEST BY ST. PETER'S CATHOLIC SCHOOL FOR  
MODIFICATION OF CITY CODE SECTION 9-4-22 WORDS AND TERMS DEFINED- THE  
ADDITION OF THE DEFINITION OF "CAMPUS" - APPROVED

Mr. Andy Thomas, Planner, stated that the city code does not contain a definition for "campus". Staff collaborated with the applicant to develop the following proposed definition:

**"Campus - the grounds of a school, college, university, hospital, church, or other institution that consists of several buildings developed and operated under a unified concept on a single tract of land or on multiple tracts of land which are in close proximity."**

He stated that no fiscal impact is anticipated. In staff's opinion, the inclusion of a definition for "campus" would be an enhancement to the ordinance and would add direction and clarity to its administration.

Mr. Parker asked if the definition would apply to businesses.

Mr. Thomas stated that the definition was not developed with businesses in mind.

Mr. Bell stated that the Convention Center, The Hilton and Hampton Inn described their property as campus and asked if they had the definition of "campus".

Mr. Thomas stated they did not.

Dr. Burton asked if the definition would apply to private medical practices with multiple facilities.

Mr. Thomas stated that he thought they would be included.

No one spoke in favor or opposition.

**Motion made by Ms Rich, seconded by Ms. Basnight, to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.**

## Saint Peter's Catholic School

*Dr. Joseph A. Nelson, Principal*

2606 East 5th Street  
Greenville, NC  
Phone: 252-752-3529  
Fax: 252-752-7604

*Mrs. Page Watson, Assistant Principal*

[www.stpeterscatholicsschool.com](http://www.stpeterscatholicsschool.com)

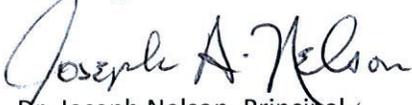
**RE: Request for a CITY CODE AMENDMENT: increase lot coverage in R6S for schools from 40% to 50%**

Dear Mr. Flood:

On behalf of St. Peter's Catholic School, I am requesting a City Code amendment to allow the school to replace a temporary classroom and office building with a permanent structure. Our architect, Jimmy Hite of Hite Associates, has provided information to indicate that the proposed replacement facility would result in a total building lot coverage of 43%, or 3% more than the present Code allows. We therefore are requesting that the Code be amended to permit schools in the R6S zoning district a lot coverage allowance of 50%.

St. Peter's Catholic School will be happy to provide additional information regarding our plans to the City upon request. I have attached the completed application form with our check for \$495. Thanking you for your consideration in this matter, I am,

Sincerely,



Dr. Joseph Nelson, Principal

St. Peter's Catholic School



Date Received \_\_\_\_\_

## CITY OF GREENVILLE ZONING ORDINANCE TEXT AMENDMENT APPLICATION

Applicant Name(s): St. Peter's Catholic School

Mailing Address: 2606 East Fifth Street  
Greenville, NC 27858

Contact Phone Number: 252-752-3529

Contact Fax Number: 252-752-7604

Zoning Ordinance Section Proposed to be Amended: Article F., Section 9-4-94, (e) R-6S, (7) Lot coverage (excluding drives and parking).

a. All uses: 40 percent

Reason for Request: School needs to replace temporary building housing primary grade classrooms and offices with permanent structure.

Proposed Language of Text Amendment (attach additional pages if needed): Article F., Section 9-4-94, (e) R-6S, (7) Lot coverage (excluding drives and parking).

a. All uses: 50 percent

Dr. Joseph Nelson, Principal

Print Name

Joseph A. Nelson, Ed.D. June 4, 2012

Signature of Applicant

Date

# Hite associates

**ARCHITECTURE / ENGINEERING / TECHNOLOGY**

August 27, 2012

Andrew Thomas, Jr., MPA, CZO  
Lead Planner  
City of Greenville  
Community Development  
Planning Division  
(252) 329-4512  
[www.greenvillenc.gov](http://www.greenvillenc.gov)

RE: **Proposed Text Amendment to Zoning Ordinance**

Dear Mr. Thomas:

Hite Associates, as representative and agent for St. Peter's School, is in complete agreement with the change of our original request to the zoning ordinance from increasing the percentage of lot coverage to adding the definition of campus.

Should you have any questions, or need clarification of any kind, please let me know.

Sincerely,



James G. (Jimmy) Hite, AIA, LEED® AP  
President

**Hite associates, p.c.**

ARCHITECTURE / ENGINEERING / TECHNOLOGY  
2600 Meridian Drive / Greenville / NC 27834 / 252.757.0333

JGH/lt

C: Dr. Joseph Nelson, Principal, St. Peter's School



# City of Greenville, North Carolina

Meeting Date: 9/13/2012  
Time: 7:00 PM

**Title of Item:** Community Development Block Grant and Home Investment Partnership Consolidated Annual Performance and Evaluation Report

**Explanation:** The Consolidated Annual Performance and Evaluation Report (CAPER) is a summary report of activities completed during the most recent fiscal year from funding under the Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME). The completion of the CAPER report is one of the required conditions for funding for all grantees. The City of Greenville submits the CAPER report annually by September 30.

The end-of-year report summarizes activities for the 2011-12 fiscal year. Federal funding for the program year was as follows:

<b><u>Project</u></b>	<b><u>HOME</u></b>	<b><u>CDBG</u></b>
1. Administration	\$ 50,000	\$148,700
2. Owner-Occupied Rehab	\$100,000	\$230,621
3. Rental Rehabilitation	\$0	\$ 50,000
4. Tenant Based Assistance	\$30,000	\$0
5. Non profit Assistance	\$0	\$94,450
6. Community Housing Dev. Org.	\$100,340	\$0
7. Economic Development	\$0	\$220,000
8. Development of Multi-Family Housing	\$226,000	\$0

9. Estimated Program Income	\$30,000	\$30,000
<b>TOTAL</b>	<b>\$536,340</b>	<b>\$773,771</b>

Activities accomplished during the reporting period included the following:

- Rehabilitation of 12 Owner-Occupied homes were completed
- 21 homes were cleared of Lead-Based Paint Hazards
- Nine public services grants awarded to public service agencies serving low income clients
- Six substandard units were acquired
- Five substandard units were demolished and removed
- Four displaced tenants were relocated
- Four public facility improvements were completed for agencies serving low income clients

This end-of-year report outlines the City's progress in providing affordable housing, establishing and maintaining suitable communities, and expansion of economic development activities. The draft CAPER for the 2011-12 fiscal year is attached for review and approval by the City Council.

**Fiscal Note:** No direct cost.

**Recommendation:** Hold the required public hearing and authorize submission of the CAPER to the U.S. Department of Housing and Urban Development.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [caper\\_2011\\_12\\_933916](#)

# City of Greenville

*Community Development Department*

## Consolidated Annual Performance Evaluation Report

Fiscal Year 2011 - 2012



# CAPER

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## CAPER

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### Executive Summary

The Consolidated Annual Performance and Evaluation Report (CAPER) details the housing and community development activities undertaken by the City of Greenville Community Development Department during the fiscal year 2011-12 program year. This program year commenced on July 1, 2011 and ended June 30, 2012.

As an entitlement community, the City of Greenville receives federal funds from the U.S. Department of Housing and Urban Development (HUD) programs:

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships (HOME)

In assessing the progress accomplished towards meeting the five year goals identified in the 2008-2013 Consolidated Plan, the City's program allocated these resources to support the national goals of community development and planning programs to develop viable urban communities. In particular, the City seeks opportunities to provide decent housing, a suitable living environment and expand economic opportunities for very low, low and moderate income persons/families.

The 2011-12 program year CAPER represents the fourth reporting year of the 2008-2013 Consolidated Plan. It is divided into six sections, the: 1.) Summary of the Overall Assessment of the fourth year Performance, 2.) Housing Needs, 3.) Community Development Block Grant, 4.) HOME Investment Partnerships, 5.) Supporting text and, 6.) The Integrated Distribution and Information System (IDIS) reports.

On August 27, 2012, a draft of this document was made available for a 15 day public review and comment period. A Public Hearing for comments on this CAPER document was held on September, 13 2012 at 7:00pm in the City Council Chambers at City Hall. The fiscal year 2011-12 CAPER can be found online at: [www.greenvillenc.gov/communitydevelopment/housing](http://www.greenvillenc.gov/communitydevelopment/housing).

## CAPER

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### **SECTION 1**

#### **Assessment of Activities Undertaken to Address Consolidated Plan Objectives and Priorities.**

The City of Greenville received a total of \$1,310,111 in federal funds for the 2011-12 fiscal-year from the following federal programs: Community Development Block Grant \$773,711 and HOME Investment Partnerships \$536,340.

The City of Greenville was the lead entity of the Pitt County HOME Consortium. However, the Greenville City Council voted on January 7, 2008 to disband the existing Consortium and made application to become a separate Participating Jurisdiction for HOME Investment Partnership funds. The effective date of the dissolution was June 30, 2009. During the Action Plan Year July 1, 2011-June 30, 2012, the City continued to monitor the progress and close out of projects and worked closely with the Consortium members to provide support to consortium members until all remaining funds of the Pitt County HOME Consortium were expended.

The City of Greenville and Pitt County HOME Consortium continued to carry out activities that were identified as the needs and priorities identified within the five year Consolidated Plan. Priority needs from 2008 through 2013 call for a concentrated effort within the West Greenville 45-Block Revitalization Area for the City of Greenville and Housing Rehabilitation within the jurisdictional boundaries of the Pitt County HOME Consortium. These efforts are designed to preserve the existing housing stock and provide decent, safe affordable housing. Within the City of Greenville, all efforts during the course of the five year period will primarily focus on the needs within the boundaries of the West Greenville 45-Block Revitalization Area bounded by West Fifth Street on the north side, Albemarle Avenue on the east, Fleming Street on the south and Bancroft Avenue on the west. The following activities are being carried out in addressing the needs in this area: housing assistance through rehabilitation, (preservation of the existing housing stock), new construction or infill on vacant lots, down payment assistance, homeownership counseling, continue working with lenders to identify special programs/products for low to moderate income homebuyers, addressing lead-based paint issues, support and implement revolving loans for rehabilitation, support local Continuum of Care Plan, and overall neighborhood revitalization.

In addition, to avoid deterioration of other parts of the City, funds were made available for housing rehabilitation and down payment assistance for residents citywide.

The City of Greenville expended the majority of CDBG and HOME allocations in the West Greenville 45-Block Revitalization Area. Pitt County HOME Consortium members expended their allocations throughout low to moderate income Pitt County communities.

## CAPER

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### **Consolidated Plan Priority - Affordable Housing**

#### **Owner-Occupied Rehabilitation**

At the beginning of the fiscal year 2011-12, funds for rehabilitation of substandard dwellings were budgeted. \$230,621 in CDBG and \$100,000 of HOME funds were set aside to rehabilitate seven single family homes. During FY 2011-12, a total of 12 units were completed utilizing past year funding and current year funding.

#### **Rental Housing Production and Rental Rehabilitation**

At the beginning of fiscal year 2011-12, HOME funds of \$226,000 was set aside to provide assistance for the production of Multi-Family affordable rental housing in the West Greenville 45-Block Revitalization Area. A total of three units were scheduled to be produced for low income families. Additionally, \$50,000 in CDBG funds were budgeted to rehabilitate two rental dwellings. The City awarded \$450,000 to the NRP group for the development of Winslow Pointe consisting of 84 units of affordable rental multi-family housing the development. In addition Streets to Home a Certified CHDO converted two housing units to affordable rental dwellings (600 Ford Street and 414 Cadillac Street). However, none of the FY 2011 set aside was used for these activities as prior year funds were expended.

#### **Property Acquisition**

During the 2011-12 fiscal year, six dilapidated properties were acquired to remove blighting conditions. Properties were acquired to either rehabilitate into suitable affordable housing, to remove a dilapidated structure for the construction of new affordable housing or for economic development initiatives.

#### **Tenant Displacement/Relocation**

Tenants of properties that were displaced as a result of acquisition of occupied properties were relocated to standard housing in accordance with the Uniform Acquisition and Relocation Act. During the 2011-12 fiscal year, four households were relocated.

#### **Down payment Assistance**

During the program year, four down payment loans were made to first time low and moderate income homebuyers from Federal and locally funded sources. These loans enabled homebuyers to purchase homes for owner occupancy.

### **Consolidated Plan Priority - Other Special Needs**

#### **Transitional / Affordable Housing Production**

At the beginning of FY 2011-12, \$100,340 of HOME funds were allocated for certified Community Housing Development Organization (CHDO) new affordable home construction activities for eligible first time homebuyers. During the fiscal year, two units were converted by Streets to Home for Transitional housing. Six homes were started by Metropolitan Housing

## CAPER

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Community Development Corporation and Streets to Home for eligible First Time low income homebuyers.

In addition, Streets to Home developed a second single family unit in partnership with Center for Family Violence Prevention. The substandard unit was acquired with CDBG funds, conveyed to Streets to Home for a CHDO project to rehab for purposes of a transitional unit for displaced women and children residing in a "safe house" as a result of domestic violence.

### **Consolidated Plan Priority - Non Housing Community Development**

The goal of the CDBG Program for non-housing community development is to support the expansion of economic opportunities for low to moderate income persons and to support the community's involvement and participation efforts in relation to supporting non housing priority needs. The following are allocated public service and public facility projects for approved non-profit organizations.

#### **Public Service - Subrecipient Projects**

The following is summary of approved public service projects for FY 2011-12.

**Name of Agency:** Boys & Girls Club of Pitt County, Inc.  
**Program:** Triple Play - Prevention of Childhood Obesity  
**Accomplishments:** Total youth served 135.  
**Amount of Funding Allocated:** \$11,000      **Expenditures through June 30, 2012:** \$10,980

**Name of Agency:** N.C. Rural Fund for Development  
**Program:** Homebuyer Education and Counseling  
**Accomplishments:** 11 families received counseling  
**Amount of Funding Allocated:** \$5,800      **Expenditures through June 30, 2012:** \$2,066

**Name of Agency:** L.I.F.E. of N.C., Inc.  
**Program:** Re-Entry Program - Job Training  
**Accomplishments:** 90 individuals benefited, 27 jobs created.  
**Amount of Funding Allocated:** \$20,000      **Expenditures through June 30, 2012:** \$6,124

**Name of Agency:** Building Hope Community Life Center, Inc.  
**Program:** Workforce Development  
**Accomplishments:** 30 very low to low income youth served, two homeless  
**Amount of Funding Allocated:** \$15,000      **Expenditures through June 30, 2012:** \$14,090

**Name of Agency:** EXCEED, Inc.  
**Program:** Job Training  
**Accomplishments:** Total persons served: 6  
**Amount of Funding Allocated:** \$5,000      **Expenditures through June 30, 2012:** \$3,209

## CAPER

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**Name of Agency:** Center for Family Violence Prevention  
**Program:** Hispanic Outreach & Supervised visitations  
**Accomplishments:** 43 supervised visitations.  
**Amount of Funding Allocated:** \$22,200      **Expenditures through June 30, 2012:** \$12,800

**Name of Agency:** Center for Family Violence Prevention (Safe House)  
**Program:** Employment Training Center  
**Accomplishments:** 152 Clients benefited from training  
**Amount of Funding Allocated:** \$6,000      **Expenditures through June 30, 2012:** \$5,869.62

**Name of Agency:** Greenville Police Athletic League (PAL)  
**Program:** Youth Enrichment  
**Accomplishments:**  
**Amount of Funding Allocated:** \$13,500      **Expenditures through June 30, 2012:** \$0

**Name of Agency:** Lucille Gorham Intergenerational Center  
**Program:** Youth Enrichment  
**Accomplishments:**  
**Amount of Funding Allocated:** \$3,000      **Expenditures through June 30, 2012:** \$0

### Public Facility Improvements – Subrecipient Projects

The following is a summary of approved projects:

**Name of Agency:** Operation Sunshine, Inc.  
**Repair:** Roof, HVAC, Mechanical Gate  
**Accomplishments:** 24 very low to low income youths served  
**Amount of Funding Allocated:** \$11,795      **Expenditures through June 30, 2012:**  
 \$11,542.32

**Name of Agency:** L.I.F.E of N.C., Inc.  
**Repair:** Program Equipment & general repairs  
**Accomplishments:** Total of 90 individuals benefited, 27 jobs created.  
**Amount of Funding Allocated:** \$20,345      **Expenditures through June 30, 2012:** \$18,404

**Name of Agency:** Center for Family Violence Prevention, Inc. (Safe House)  
**Repair:** Handicap accessibility ramp  
**Accomplishments:** 152 persons benefited from improvement.  
**Amount of Funding Allocated:** \$2,800      **Expenditures through June 30, 2012:** \$2,800

**Name of Agency:** Building Hope Community Life Center, Inc.  
**Repair:** Expand workroom & computer laboratory  
**Accomplishments:** Total of 30 very low to low income youth served  
**Amount of Funding Allocated:** \$26,700      **Expenditures through June 30, 2012:** \$26,700

## CAPER

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### **Affirmatively Furthering Fair Housing**

The Federal Fair Housing Act, as Amended, prohibits discrimination in the rental, sale, or financing of any dwelling based upon race, color, religion, sex, national origin, familial status, or disability. As a condition for receiving federal funds from HUD, entitlement communities, such as City of Greenville must “affirmatively further fair housing.” This phrase means to:

- Conduct an analysis to identify impediments to fair housing choice within the jurisdiction;
- Take appropriate actions to overcome the effects of any impediments identified through the analysis; and
- Maintain records reflecting the analysis and actions taken in this regard.

An update to the Analysis of Impediments to Fair Housing Choice was completed by the City of Greenville, May 2008. This section presents the Fair Housing Analysis Update for the 2008-2013 Consolidated Plan. It primarily includes existing impediments to fair housing choice currently being addressed and the plans recommended to remedy them. The update relies on public/private information regarding the real estate and banking industries, Greenville housing and community development activities, North Carolina and Greenville Human Relations Agencies, and the Greensboro and Atlanta HUD Offices of Fair Housing and Equal Opportunity. The following impediments were identified:

Impediment 1: Lack of affordable housing forces the lower income population to find alternative housing. Alternative housing may consist of doubling up; where households combine to cut the expenses of housing. Others are forced to live in housing that is in poor condition that leads to that leads to disparate treatment of protected class families and individuals.

#### Plan of Action:

The financing industry may have the best strategy for this impediment. While it appears to be true that there are insufficient affordable housing units available for housing choice in Greenville, the fact is that a surplus of moderately priced housing is available. Therefore, if lower income home seekers attempt to follow financing recommendations such as using the City’s down payment assistance programs and efforts such as West Greenville revitalization that have been instrumental in bringing clients representing “all realms” of the population to apply for loans to purchase homes.

The City’s down payment assistance is available to everyone. While some applicants appear to be well educated in the homebuyer loan process, the lending industry feels that most still are not. When lenders counsel prospective borrowers about the financial responsibility associated with home mortgages, offering practical advice regarding savings and spending, borrowers become frustrated and seek mortgage loans elsewhere. If all mainstream lenders have similar policies, it is possible that this serves drive people to seek loans through brokers

## CAPER

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and subprime lenders. Therefore, a stronger push to promote homebuyer counseling appears to be an appropriate solution.

Impediment 2: The lack of education about discrimination and fair housing laws in Greenville. An essential part of fair housing opportunities and enforcement is the education of the public regarding the rights and responsibilities afforded by fair housing laws. This includes the education of housing and financial providers, as well as citizens.

### Plan of Action:

Education is a key element on two fronts. First, it is one of the most pressing needs to ensure fair housing choice. It is imperative that individuals and families seeking housing know their rights and responsibilities and that those involved in the housing industry understand their rights and responsibilities, as well. Secondly, providing public education that produces an employable workforce with higher earning potential will help improve creditworthiness of future homebuyers. The onus falls to the public school system to ensure that tomorrow's residents have the skills they need to be competitive in the job marketplace, as well as to be educated consumers armed with the skills to make informed decisions.

Impediment 3: Awareness of fair housing issues is important. Everyone needs to know what may constitute a violation, and what they can do in the event they believe they may have been discriminated against. In addition, it is important for lenders, housing providers and their agents to know their responsibilities and when they may be violating fair housing laws.

### Plan of Action

In responding to whether Fair Housing was an issue in Greenville, the financing industry again addressed the results of the recent NCRC report, stating that the minority stigma has improved, but it still exists. The lenders need for production (or writing of loans) drives greater leniency in which lenders select to lend to, thereby lessening the impact of race. Mortgage brokers, on the other hand, know that people do business with people who look like them, and so they hire people that resemble the markets they serve. This is good marketing, but also encourages minority homebuyers to seek loans with lenders who are not necessarily looking out for the borrowers' best interests. Additionally, brokers are most familiar with the products that are most popular in the markets they serve and are not aware of all the products offered by the institutions they represent, thus limiting their offerings to higher-cost products. Unfortunately, uninformed buyers also choose lenders on the basis of word-of-mouth referrals from friends and family, and the belief that banks do not lend money to minorities. Again, while educating consumers is indicated, it is difficult to reach them when they will not avail themselves of the opportunities.

The City will continue its efforts to educate the public through Fair Housing month activities and a local loan counseling program.

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The City will encourage lenders, housing providers and their agents to know their responsibilities and to attend training on fair housing laws.

Impediment 4: There are limited housing opportunities for the homeless, those who are at risk of homelessness, and special needs populations. There is not enough funding for permanent housing. Too many citizens are on the brink of becoming homeless because they have to spend too much of their income on housing (many times not decent or safe housing).

### Plan of Action:

The City will continue to support programs to increase family self-sufficiency and to prepare homeless, at risk and special needs populations for rental or homeownership opportunities through financial literacy, credit counseling and rental assistance. The City also needs to support a number of initiatives to assist low-moderate homebuyers with down-payment assistance, default delinquency counseling, anti-predatory lending counseling and homeless prevention programs.

### Impediment 5: Lack of Access to Homeownership (Based on HMDA and apparent Predatory Lending Practices)

This Impediment can be addressed in the 2008-2013 Consolidated Plan as the City considers inequities that may occur in homeownership opportunities for protected classes or those covered by the Fair Housing Law. An analysis of the HMDA data in this document reveals, for example, that while black residents comprise 34 percent of the population, 21 percent of all home purchase mortgage applications come from black families/individuals so therefore, it appears that black applicants may be underrepresented although improving substantially over the past five years. City programs targeted to assist low-moderate income protected classes should focus more closely on educating the population on the importance of homeownership and how to access local lending resources.

In addition, consistently high denial rates on home improvement loans may reflect policies in the lending industry, but this is an area that warrants some attention in Greenville. The disinvestment associated with an inability to raise funds to maintain one's home can have an undesirable effect on the community when it occurs in great numbers.

### Plan of Action:

In responding to whether Fair Housing was an issue in Greenville, the financing industry again addressed the results of the recent NCRC report, stating that the minority stigma has improved, but it still exists. The need for production (that is, writing loan business) in the lending industry drives greater leniency in which lenders select to lend to, thereby lessening the impact of race. Mortgage brokers, on the other hand, know that people do business with people who look like them, and so they hire people that resemble the markets they serve. This is good marketing, but also encourages minority homebuyers to seek loans with lenders who are not necessarily looking out for the borrowers' best interests. Additionally, brokers are most familiar with the products that are most popular in the markets they serve and are

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not aware of all the products offered by the institutions they represent, thus limiting their offerings to higher-cost products. Unfortunately, uninformed buyers also choose lenders on the basis of word-of-mouth referrals from friends and family, and the belief that banks do not lend money to minorities. Again, the solution lies in educating consumers, although it is difficult to reach them when they will not avail themselves of the opportunities.

### **Affirmative Marketing Plan**

It is the policy of the City of Greenville Housing Division not to discriminate against any person on the basis of race, color, national origin, sex, religion, familial status, or disability: in the sale or rental of housing or residential lots; in the advertising the sale or rental of housing; in the financing of housing; in the provision of real estate brokerage services; or in the appraisal of housing.

In accordance with the regulations of the HOME program and in furtherance of the City of Greenville's commitment to fair housing and equal housing opportunity, a policy that establishes procedures to affirmatively market rental or residential units constructed or rehabilitated under the HOME program was approved June 1, 2009. These procedures are designed to assure that individuals who normally might not apply for available housing units because they are socially and/or economically disadvantaged are provided an opportunity to apply.

In addition, the City of Greenville has adopted policies that assure and encourage the full participation of Women and Minority-Owned Business Enterprises (WMBE) and Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The City of Greenville's WMBE Coordinator publishes a quarterly newsletter and maintains a Business Directory for the construction, maintenance and building trades services. The directory identifies firms that have been certified or registered as DBE by the City of Greenville, and provides information that can assist their efforts to obtain contracts with the City of Greenville. The City expended approximately \$50,000 in general fund dollars to cover the WMBE Coordinator labor and activities, during FY 2011-12.

The City continues to affirmatively market fair housing strategies. These strategies are inherent to each of the housing programs provided through the Housing Division. To ensure equal opportunity access to federal housing programs, the Housing Division includes Minority and Women Business Enterprise (MBE/WBE) requirements in all contracts and agreements.

Education of the Fair Housing Laws will occur throughout the year and most specifically during the month of April, which is designated as "Fair Housing Month" and "CDBG Week".

During the month of April 2012, in celebration of Fair Housing Month, the City of Greenville, the Greenville Human Relations Council, Greenville Property Managers Association and Greenville-Pitt Association of Realtors sponsored a Fair Housing Month Poster Contest for

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residents in grades K-12, including the special education program. The purpose of the poster contest was to demonstrate non-discriminatory housing for all people regardless of race, sex, color, national origin, disability or family status.

City of Greenville will continue to use administrative dollars to affirmatively further fair housing. Funds that are used to assist very low and low income households will be advertised in local newspapers. Special outreach will be provided through various community events and non-profit agencies in the community.

In addition to these activities, the City provides a full time staff position (Human Relations Coordinator) to address landlord/tenant issues, provide emergency housing assistance and outreach to citizens. This position is funded with approximately \$60,000 general government revenues. One of the primary responsibilities of the Staff member is to serve as a liaison to the Greenville Human Relations Council. The Greenville Human Relations Council serves as an advocate for all people in pursuit of human and economic relationships, to promote activities, education and programs which enhance human dignity, equal opportunity, mutual respect and harmony among the many different citizens of Greenville.

### **Homeless Needs**

#### **Actions to meet supportive housing needs (include HIV/AIDS)**

Funding to nonprofit organizations that address supportive needs is made available each fiscal year for eligible applicants. All nonprofits that receive funding are encouraged to participate with local Continuum of Care efforts.

Although the City does not receive Housing Opportunities for Persons with Aids (HOPWA) funds, the Greenville Housing Authority and Pitt County AIDS Service Organization (PICACO), a local nonprofit apply on an annual basis. They are currently managing 10 units of housing for HIV AIDS afflicted citizens.

#### **Actions to plan and/or implement continuum of care**

HUD encourages communities to address housing and homelessness through a comprehensive, collaborative, and strategic approach that it has promoted since 1994. HUD's Continuum of Care concept facilitates this process and is designed to help communities envision, organize, and plan comprehensive and long-term solutions to address the problem of homelessness.

As in past years, the City of Greenville has actively assisted with the creation and development of a Continuum of Care for Pitt County. The group, known as the Pitt County Continuum of Care, is comprised of City and County staff, as well as non-profit and for-profit representatives. The group meets monthly to discuss issues impacting the ever-growing homeless population. Efforts to end homelessness and to coordinate supportive services to homeless persons are top priorities for the community. The Pitt County Continuum of Care's

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mission for combating homelessness is to have a seamless continuum of housing and services to meet the housing and support service needs of all homeless subpopulations in the County and the City of Greenville, in both urbanized and non-urbanized areas. This requires the strengthening of coordinated activities of the local homeless coalition, the providers, other non-profit organizations and homeless individuals and advocates. The January 26, 2012 Point in Time Count revealed that there are 120 homeless persons in Pitt County and 110 beds available to serve them.

During the upcoming fiscal year, the group will continue to develop the Continuum of Care and prepare an Emergency Services grant application for submission. To date, the Pitt County Continuum of Care has received funding from the 2003, 2004, 2005, 2006, 2007, 2008, 2009 and 2010 funding cycle. Funding received under the 2004 and 2005 award was allocated to implement a Homeless Management Information System (HMIS). All actions by the Continuum of Care group will address obstacles to meet the underserved needs in the community, assist with the reduction of poverty level families, assist with the development of institutional structures, and enhance coordination between public and private housing and social service providers.

### **Actions to prevent homelessness**

The United States Interagency Council on Homelessness issued a challenge to communities across the country to address the problem of homelessness, specifically the chronically homeless. In the fall of 2006 and spring of 2007, the Pitt County Board of Commissioners and the City of Greenville City Council adopted resolutions to develop a 10-Year Plan to End Chronic Homelessness in Pitt County. The 10-Year Plan is a comprehensive effort of various community organizations, leaders and citizens. The City of Greenville committed \$15,000 CDBG funding towards this effort.

The Blue Ribbon Task Force to End Chronic Homelessness in Pitt County spent approximately eight months gathering data on homelessness in community and reviewing best practice approaches being used in other communities to reduce and end homelessness. The Task Force held focus groups and forums to help determine the best approaches for the community. The 10-Year Plan to End Chronic Homelessness in Pitt County represents the culmination of work over the past year. The two major recommended goals featured in the plan are evidenced-based practices drawn from best practices of innovative programs and initiatives in place across the country:

- **Goal 1:** Provide community-based services and support to prevent homelessness before it happens and diminish risks for homelessness to recur.
- **Goal 2:** Create adequate short-term housing options and supportive permanent housing for those who are chronically homeless or at risk of becoming homeless.

In addition, Pitt County Government was awarded Homeless Prevention and Rapid Re-Housing Program (HPRP) funds from the North Carolina Office of Recovery and Investment

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(OERI), which is funded under the American Economic Recovery and Reinvestment Act of 2009. The City of Greenville serves as a partnering agency.

Ending chronic homelessness is a challenge for the entire community. There are no simple solutions. Ending homelessness will require a cooperative effort among government agencies, private and public services, businesses, faith-based organizations and neighborhoods.

### **Actions to address emergency shelter needs**

The City of Greenville, through its CDBG Program provided financial assistance during the 2011-12 fiscal year to Center for Family Violence Prevention, which provides emergency housing to battered women and young children.

### **Actions to develop transitional housing**

During the past fiscal year, funding was provided to the Center for Family Violence Prevention for safe family visits. Center for Family Violence Prevention provides transitional housing for domestic violence victims. The need for safe, affordable housing for victims of domestic violence is well documented. Without access to housing options, women fleeing from abusive relationships are often forced to live in substandard conditions or return to their batterers. While many battered women need only short-term, emergency shelter, others face numerous barriers to achieving independence free from abuse and require long-term housing assistance and a variety of support services.

Recognizing the housing needs of battered women, many domestic violence service providers now offer longer-term, transitional housing to the women and children they serve. With that in mind, the City certified two new CHDO's this fiscal year, Streets to Home and EXCEED, Inc. to provide transitional rental housing for victims of domestic violence and homelessness who are transitioning from emergency shelter to permanent housing.

Transitional housing, sometimes called second stage housing, is a residency program that includes support services. Usually provided after crisis or homeless shelter, transitional housing is designed as a bridge to self-sufficiency and permanent housing. Residents usually remain from six months to two years, and are typically required to establish goals to work towards economic stability.

## **Meeting Underserved Needs**

### **Actions taken and accomplishments to meet worst-case needs**

The Greenville Police Department and LIFE/STRIVE of North Carolina, Inc. have collaborated together to implement a prisoner re-entry program in the City of Greenville, through a grant funded by the North Carolina Governor's Crime Commission. Re-entry involves the use of programs targeted at promoting the effective reintegration of offenders back to communities upon release from prison and jail. Re-entry programming, which often involves a comprehensive case management approach, is intended to assist offenders in acquiring the life

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skills needed to succeed in the community and become law-abiding citizens. A variety of programs are used to assist offenders in the re-entry process, including pre-release programs, drug rehabilitation, vocational training and work programs. STRIVE has a successful job training program which was partially funded with CDBG Public Service funds.

### **Actions and accomplishments to serve people with disabilities**

Elderly and disabled homeowners wishing to have their homes rehabilitated are given first priority. In situations in which a homeowner has special needs, those needs are taken into account by Housing Division staff. Provisions are made to provide devices necessary for mobility and comfort.

Within the City of Greenville there continues to be a need to assist homeless, unemployed, "at risk" youth, victims of domestic abuse, and drug abuse. The program responds to such needs through the CDBG funding of organizations that cater to the needs of these groups. Such groups include the Greenville Community Shelter, L.I.F.E. of NC, Lucille Gorham Intergenerational Center, and Center for Family Violence Prevention Program.

### **Efforts to Reduce Poverty**

City of Greenville housing programs inherently address poverty by creating housing opportunities for low income households and services for low wealth individuals and communities. Without these housing opportunities many low income households would not be able to afford housing repair costs or to purchase a home.

City of Greenville also provides funding for various projects to create economic opportunities for low to moderate income persons, which aid in the reduction of poverty. The City's Urban Development Division operates the following programs: business facade improvement program; small business plan competition and is currently working on development of a small business incubator in the designated redevelopment area.

Transportation systems in Pitt County and major highways have been improved and will continue to be improved to meet the demands of a growing population.

### **Program Monitoring**

The Housing Division conducts formal monitoring of its CDBG and HOME grant programs annually in August and September. The monitoring visits consist of reviewing programmatic procedures to ensure that each grant program regulations defined in the Code of Federal Regulations and the scope of work described in the Subrecipient Agreement is met. General financial and accounting procedures are also reviewed in accordance with applicable Office of Management and Budget circulars.

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If a finding or concern is identified as a result of the monitoring, technical assistance is provided in order for the agency to correct the deficiency. If deficiencies persist, reimbursement fund may be suspended and/or the subrecipient could jeopardize future funding opportunities.

The City ensures that all monitoring letters detail specific time frames for a monitoring response and the corrective actions that need to be taken. Additionally, the City will impose sanctions if the corrective actions are not taken within the specified time frame.

### **Leveraging Resources**

On November 2, 1992, the citizens of Greenville approved a one million dollar bond referendum for affordable housing. The funding was divided into three revolving loan categories. The categories include homeownership, land banking, and elderly housing rehabilitation. As revolving loans, these funds are continually recaptured and recycled into the activities to further efforts to promote and preserve affordable housing. These funds have been recycled since 1992 and are available for the West Greenville 45-Block Revitalization area and other affordable housing initiatives of the City of Greenville.

In 2004, Greenville citizens again approved \$10 million in bond referendums for the revitalization efforts in the Uptown Greenville and West Greenville Certified Redevelopment Area which focused efforts in the 45-Block Revitalization area. Five million of the \$10 million is set aside for the priorities and goals identified below within the West Greenville 45-Block Revitalization area to leverage CDBG and HOME funds.

The City of Greenville was awarded through the 2009 American Recovery and Reinvestment Act (ARRA) from the U.S. Department of Housing and Urban Development a Lead Based Paint Hazard Control Grant. The \$1.9 million grant funds have been implemented since that time to accomplish the following within 36 months, beginning April 15, 2009:

- Control and reduce lead hazards in 110 low-income housing units in the Greenville area
- Addressing 110 housing units occupied by children under the age of six years with elevated blood lead levels
- Provide 85 outreach programs for community awareness and education regarding lead hazards aimed at reaching 5,000 people
- Screen and test children under the age of six years for elevated lead blood levels
- Provide Lead Safe Work and Lead Certification training to at least 10 Contractors involved in the City of Greenville housing rehabilitation program
- Provide economic opportunities to at least 60 unemployed and underemployed persons in the targeted neighborhoods, creating 60 jobs

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- Develop a self sustaining program by integrating lead hazard reduction into housing rehabilitation programs

**At the program's completion 125 units have been tested for lead pain and 102 units were cleared of lead based paint. The program was also responsible for training 46 persons in lead safe worker training and created 27 jobs.**

In addition, the City of Greenville contributes approximately \$300,000 of General Government Fund dollars to support the Housing Division staff administrative costs to administer federal grants and bond fund projects.

### **Managing the Process**

The Community Development Housing Division consistently seeks methods to improve and strengthen its programs. Assessment of program activities in compliance with outlined performance measurement objectives, indicators and outcomes in the action plan is performed annually.

In addition, the Senior Planner conducts regular "desk audits" of all programs to insure compliance with regulations.

### **Citizen Comments and Public Participation**

The City of Greenville continues to acknowledge the importance of citizen participation in developing activities for each upcoming year. During the development of the fiscal 2010-11 Consolidated Plan year, three public hearings were held to advise the community of proposed activities and sources of funds. In addition, two community meetings were held to receive comments from citizens in developing the plan.

All requests for bids from contractors to assist with housing repairs and construction throughout the year were handled in an open and fair manner.

The notice of availability of the CAPER for review and to receive public comments was published in the "Daily Reflector" on Monday, August 26, 2012, September 3, 2012 and September 10, 2012. The CAPER was made available for review for a period of 15 days. See attached copy of Publisher's Affidavits. Also, the "Notice of Public Hearing" to receive comments at City Council meeting was published in the "Daily Reflector" on August 26, 2011, September 3 and September 10, 2012. Notices were also published in two minority newspapers during month of September 2012 in "Daily Drum" and "M-Voice"

In addition to the public hearing, the following meetings were conducted as part of Greenville's public participation process as well as to disseminate program information:

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- Monthly Affordable Housing Loan Committee meetings (AHLC);
- Technical assistance meetings during the CDBG Notice of Funding cycle for nonprofits with interested organizations;
- Monthly Continuum of Care meetings;

Finally, to improve access of the CAPER for the community, the Housing Division posted the CAPER on the city's website for review.

There were no public comments received by the City of Greenville for the 2011-2012 CAPER.

### **Institutional Structure**

The City of Greenville, through its Housing Division, Pitt County Consortium members, the network of housing subrecipients and Community Housing Development Organizations (CHDOs) are effectively organized to utilize all the funding received through the various state/federal programs. The private sector is provided with incentives for developing affordable rental housing through tax credits provided by the federal tax credit program. Tax credits provide developers with an additional North Carolina subsidy for low income apartment construction. In addition, each year efforts are made to work with local institutions to provide housing and economic opportunities for low income persons through public service activities and participation in the Pitt County Continuum of Care. The Pitt County Continuum of Care began in 2001 and has successfully grown into a well-balanced organization made up of local government agencies, housing providers, service providers, and other interested group. The development of the continuum and participation by the City of Greenville will greatly enhance coordination between these agencies. The Greenville Housing Authority has also joined this group and began working in concert with the City of Greenville in revitalization efforts in the West Greenville 45-Block Revitalization Area.

### **Reduction of Lead-Based Paint Hazards**

The City of Greenville is committed to testing and abating lead in all pre-1978 housing units assisted with federal grant funds in housing programs. Currently, the City of Greenville has contracted with an agency to provide all lead testing and clearance activities. This agency has also agreed to provide training for the housing rehabilitation contractors.

All projects in which HUD funding is used are in compliance with the new Lead Based Paint (LBP) guidelines as enacted on September 15, 2000. Testing of all units is conducted and, if found, all lead hazards are abated.

In addition, the City of Greenville was awarded a grant from Department of Housing and Urban Development, Office of Healthy Homes and Lead Hazard Control a Lead-based Paint Hazard Control Grant Program for thirty-six month period, as part of the American Economic

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Recovery and Reinvestment Act of 2009. The grant agreement was signed April 15, 2009. During the fiscal year, 21 units were cleared of Lead Based Paint hazards.

The goals of the grant included; 1. Testing and abatement of 110 units, 2. Training for Contractors and 3. creation of 60 jobs.

### **Self Evaluation**

The overall goal of the Housing Division of the Community Development Department is to develop viable communities by providing safe, sanitary, and decent housing, a suitable living environment, and expanding economic opportunities principally for low to moderate income persons. The Consolidated Plan is a vehicle which enables officials and citizens of the City of Greenville to pursue this goal, collectively address neighborhood and community problems and plan for the future. To structure these efforts, a five-year strategic plan and annual action plan was created. While the five year strategic plan typically remains static, the annual action plan changes every year to address various goals outlined in the larger and more global strategic plan. To evaluate progress, efforts are annually assessed through the CAPER.

Thus, the purpose of the self-evaluation section is to look at how activities and strategies have made an impact on identified community needs. An analysis of the City of Greenville's Program Year 2011-12 Annual Action Plan goals are grouped into four priority areas: Affordable Housing Strategy, Homeless Strategy, Other Special Needs Strategy and Community Development Strategy.

#### **Affordable Housing Strategy**

Over the past year, the housing market in Greenville continued recovery at a slow pace like the rest of the country. The City of Greenville continued programs that focused toward achieving the following priority housing goals. Three program activities were carried out in an effort to meet the City's affordable housing goal: down payment assistance, owner occupied rehabilitation and implementation of lease/purchase options. In addition, City staff continued to be successful in providing technical and educational support to both non-profits and homeowners.

#### **Homelessness Strategy**

The City of Greenville has made a priority of addressing the homeless issue by participating in various community efforts. In collaboration with Pitt County Government and other partners, a "Project Homeless Connect" event was held March 2012. This event initially served over 279 homeless individuals and their families. Pitt County Government has taken the lead in this event and scheduled to be held again in 2013.

In addition, City Staff and Elected Officials will continue to serve on the 10-Year Plan to End Homelessness Advisory Committee, as well as the Continuum of Care.

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### **Other Special Needs Strategy**

To address individuals and families with special needs, the City provided local non-profit organizations with CDBG funds to assist with job training and placement of ex-Offenders re-entering society, victims of domestic violence, and at risk youth development.

### **Community Development Strategy**

During FY 2011, four non-profit organizations received CDBG funds to make necessary facility improvements and repairs to aid in providing services to low income individuals and families.

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### **SECTION 2** **HOUSING NEEDS**

#### **Public Housing Strategy**

There are four Public Housing Authority managing agencies in the Pitt County area, which include Greenville Housing Authority with a total of 714 units; Mid East Commission who manages a total of 135 units in three towns; Farmville Housing Authority who manages 174 units and Ayden Housing Authority who manages 175 units. Each of the mentioned Public Housing Authorities receives federal funds to modernize and repair public housing units. None of the public housing authorities in Pitt County have been designated as “troubled” agencies or otherwise performing poorly.

During fiscal year 2011-12, the City of Greenville Community Development Department Housing Division continued in partnership with the Greenville Housing Development Corporation to implement a Lease/Purchase program utilizing five rehabilitated single family units for low to moderate income residents in the West Greenville 45-Block Revitalization Area. One home sold during the fiscal year to a lease purchase program participant.

#### **Foster and maintain Affordable Housing**

The City of Greenville continually seeks methods for fostering and maintaining affordable housing. Funds during the 2011 Program Year were reserved for downpayment assistance to low-moderate income homebuyers within the City of Greenville. Funds were used to address goals for increasing homeownership within the West Greenville Redevelopment Area. Funding from previous years has also been made available to homebuyers as downpayment assistance. Provision of downpayment assistance decreases the amount of financing and or private source of funding a homebuyer needs in order to purchase a home. The City also provides assistance with local bond funds to aide with downpayment or closing costs. Bond funds are awarded to qualifying applicants as a zero interest loan up to 10 percent of the purchase price of the home and amortized over 10 years.

#### **Eliminate barriers to Affordable Housing**

The City of Greenville partners with local nonprofit agencies to provide homeownership counseling and workshops for potential homebuyers. The City also offers a Homeownership Academy that provides participants with the opportunity to gain a working knowledge of the home buying process and to prepare financially to purchase a home within the West Greenville Revitalization Area. At the completion of the program, participants receive a certificate for \$500.00 redeemable at closing to assist with the purchase of an existing or new home within the West Greenville Revitalization Area.

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### **SECTION 3**

### **COMMUNITY DEVELOPMENT BLOCK GRANT**

#### **Relationship of expenditures to priority needs**

During FY 2011-12, Community Development Block Grant (CDBG) activities were conducted in accordance with the priority goals and objectives identified in the Consolidated Plan. Greenville's total CDBG program allocation for FY 2011-12 was \$773,771. Funds were distributed among owner-occupied housing rehabilitation; acquisition of dilapidated/substandard properties; clearance and demolition; assistance to nonprofits and administration. As per regulation, a jurisdiction cannot spend more than 15 percent of its allocated FY 2011-12 grant amount on public services and cannot spend more than 20 percent on administrative costs, irrespective of actual expenditures during the program year.

According to the Integrated Disbursement and Information System (IDIS) PR26 Financial Summary Report, the City of Greenville spent 10.2 percent of its allocated FY 2011 grant amount on public services and 19.5 percent of its allocated grant amount on administration costs.

#### **Low/moderate area benefit**

Excluding costs for planning and administration, all CDBG expenditures during FY 2010-11 went toward activities and projects with a national objective of benefitting low to moderate income residents.

#### **Amendments and other changes to programs**

None.

#### **National objective failures**

None.

#### **Actions taken to avoid displacement**

Efforts are made to avoid displacement. Should a family occupy a structure that is not a feasible rehabilitation project or unit and the structure is contributing to a slum/blighting situation, the family is then relocated. Downpayment assistance is offered to tenants that qualify under program guidelines for purchase of a home. The property can also be rehabilitated under our owner-occupied rehabilitation program. When displacement is necessary, efforts are in place to relocate the person(s) to comparable, decent, safe, and sanitary housing. All efforts are made to find units within the same neighborhood however per Uniform Relocation Act (URA) regulations; it is ultimately the decision of the individual as to where they chose to relocate.

#### **Compliance with Uniform Relocation Act**

All necessary measures for complying with URA guidelines have been met and the necessary documentation is located in the files.

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**If jobs were filled with over income people:**

None

**For limited clientele activities, if any:**

Public service funds were provided to two nonprofits organizations serving only homeless individuals and families; and victims of domestic violence.

**Rehabilitation accomplishments and costs:**

Twelve owner occupied rehabilitation units were completed at a cost of \$717,803.

**Property Acquisition**

Six substandard property were acquired at a cost of \$257,704

**Units completed for each type of program:**

Rehabilitation of 12 Owner Occupied homes were completed

21 homes were cleared of Lead Based Paint Hazards

Nine public services grants awarded to public service agencies serving low income clients

Six substandard units were acquired

Five substandard units were demolished and removed

Four displaced tenants were relocated

Four public facility improvements were completed for agencies serving low income clients

**CDBG expenditures for rehabilitation:**

\$449,545

**Other funds invested:**

Lead Hazard Control Funds \$253,958

**Delivery costs:**

\$151,247

**Neighborhood Revitalization Strategy Area, if any:**

No area established

**CDBG Financial Summary Attachments:**

See attached.

- Reconciliation of cash balances (Federal Cash Transaction Reports)
- Program income, adjustments and receivables

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### SECTION 4

### **HOME INVESTMENT PARTNERSHIP PROGRAM**

#### **Distribution of HOME funds among identified needs**

During the 2011-12 fiscal year, total program resources totaled \$536,340. HOME funds were provided to assist with new construction, housing rehabilitation, downpayment assistance and administrative costs. While efforts to increase new housing units continued, the City also continued to support the existing housing stock through housing rehabilitation. Five housing rehabilitation projects were completed by the City of Greenville and Pitt County completed one unit from the HOME Consortium for a total of six completed units. Total costs of each rehab ranged from \$60,000 to \$70,000. Additional rehabs were underway at the end of the fiscal year. Other activities included the provision of down payment assistance to two low income, first-time homebuyers through the City of Greenville. All activities completed addressed identified needs and objectives as found in the adopted Consolidated Plan. All activities are monitored for compliance with program guidelines. As lead entity, the City of Greenville maintains the necessary documentation, monitors all participating jurisdictions and CHDO's, and provides daily assistance to members with program rules and regulations as well as the requisition of funding.

#### **HOME Match Report (HUD 40107A)**

According to the HOME final rule 24 CFR Part 92, Participating Jurisdictions (PJs) under the HOME program must provide a 25 percent non-federal match for eligible HOME activities (minus administration costs). For FY 2011-2012, Greenville used Local Affordable Housing Bonds and General fund dollars to provide a match needed for the grant and carried forward a match credit of \$972,000.

#### **Contracting Opportunities for W/MBE's**

Submittal of each annual CAPER must also include Part III of HUD Form 4107, otherwise known as HOME Annual Performance Report. Specifically, this report is used to report on the contract and subcontracting opportunities with MBEs and WMEs for any HOME projects completed during FY 2010-2011. While there are no statutory requirements for contracting with a MBE or WBE, HUD uses this report to determine the outreach efforts of the Division to MBEs and WBEs.

#### **Summary of results of onsite inspections of HOME rental units**

Not applicable

#### **Assessment of effectiveness of affirmative marketing plans**

The City routinely solicits minority and female contractors to provide services. Each advertisement encourages minority and females business owners to apply where applicable. Efforts include advertising in local minority publications where available. While affirmative marketing plans are in place, the availability of minority and female owned businesses is limited within City of Greenville.

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### **Information about the use of program income**

Any program income generated through the HOME program is reallocated to program activities to further the City's efforts.

### **Analysis of successes and failures and actions taken to improve programs**

The Housing Division consistently evaluates the HOME Program for efficiency and continually updates the requirements and procedures as needed.

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### ATTACHMENT FOR CDBG PROGRAM INCOME; ADJUSTMENTS AND LOANS & RECEIVABLES

**a. Program Income**

1. Total program income to revolving funds:  
(Identify by fund type and amount)

Entitlement Funds

Owner-Occupied Rehab:

These funds are program income from loan payments that were reprogrammed for Housing Rehabilitation.

2. Float-funded activities: *None*
3. Other loan repayments by category: *None*
4. Income received from sale of property: *\$18,574*

**b. Prior Period Adjustments**

1. Reimbursement made for disallowed costs: *None*
  - Activity name
  - Activity number
  - Program Year expenditure was reported
  - Amount returned to program account

**c. Loans and other receivables**

1. Float-funded activities outstanding as of the end of the reporting period: *None*
2. Total number of loans outstanding and principle balance as of the end of reporting period: *19 loans with a balance of \$164,931.47*
3. Parcels acquired or improved with CDBG funds that are available for sale as of reporting period: *None*
4. Number and amount of loans in default and for which the balance was forgiven or written off during the reporting period: *None*

Lump sum drawdown agreement: *None*

## CAPER

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### ATTACHMENT FOR HOME PROGRAM INCOME; ADJUSTMENTS AND LOANS & RECEIVABLES

#### a. Program Income

1. Total program income to revolving funds:  
(Identify by fund type and amount)

##### Entitlement Funds

Owner-Occupied Rehab: \$87,887.47

These funds are program income from loan payments that were reprogrammed for Housing Rehabilitation.

5. Float-funded activities: *None*
6. Other loan repayments by category: *None*
7. Income received from sale of property: *\$0*

#### 2. Prior Period Adjustments

2. Reimbursement made for disallowed costs: *None*
  - Activity name
  - Activity number
  - Program Year expenditure was reported
  - Amount returned to program account

#### 3. Loans and other receivables

5. Float-funded activities outstanding as of the end of the reporting period:  
*None*
6. Total number of loans outstanding and principle balance as of the end of reporting period: *10 loans with a balance of \$90,395.76*
7. Parcels acquired or improved with HOME funds that are available for sale as of reporting period: *None*
8. Number and amount of loans in default and for which the balance was forgiven or written off during the reporting period: *None*

Lump sum drawdown agreement: *None*



# City of Greenville, North Carolina

Meeting Date: 9/13/2012  
Time: 7:00 PM

**Title of Item:** Resolution calling for execution and delivery of the Installment Financing Agreement and Deed of Trust for the refinancing of bonds (2009 Installment Financing Agreement and Series 2004 Certificates of Participation)

**Explanation:** At the September 10, 2012, City Council meeting, the City Council approved a resolution calling for a public hearing to refund bonds [Series 2004 Certificates of Participation (COPS) and the 2009 Installment Financing Agreement]. During the September 13, 2012, meeting, the City Council will conduct the public hearing pertaining to the financing.

Attached is the resolution that approves the proposed Installment Financing Agreement and permits the City Council to approve the documents attached and listed below related to the transaction, in preparation for the October 11, 2012, closing date.

1. Proposed Installment Financing Agreement
2. Deed of Trust

The Installment Financing Agreement will authorize the transaction between the City of Greenville and Bank of America. The Agreement will provide funds to refinance the COPS Series 2004 (City of Greenville Public Facilities and Equipment Project) and the 2009 Installment Financing Agreement. The Deed of Trust ensures repayment by the City to the Bank of moneys borrowed.

**Fiscal Note:** The proposed October 11, 2012, sale date will include a refunding amount for the 2009 Installment Financing Agreement (\$9,500,000) and the Series 2004 COPS (\$10,600,000).

Annual debt service payment amounts are included in the 2012-2013 financial operating plan. The current debt service on these two issuances is attached, along with the proposed debt service resulting from the refunding.

Refunding the 2009 Installment Financing Agreement and the Series 2004 COPs debt is estimated to generate approximately \$1,731,738 in interest expense savings and issuance costs over the term of the agreement (13 years).

**Recommendation:** Adopt the attached resolution approving a proposed Installment Financing Agreement and certain other documents for the refinancing of bonds (Series 2004 Certificates of Participation and 2009 Installment Financing Agreement).

---

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

-  [Findings Resolution 2012 refunding 935464](#)
  -  [Installment Financing Agreement FY 2012 935465](#)
  -  [Deed of Trust FY 2012 Refunding 935466](#)
  -  [Debt Service Refunding 2012 935006](#)
  -  [2004 COPS Payment Schedule 935163](#)
  -  [Current Debt Service 2004 COPS 2009 IP 2012 935020](#)
-

A regular meeting of the City Council of the City of Greenville, North Carolina, was held in the City Council Chamber at the City Hall in Greenville, North Carolina, the regular place of meeting, on September 13, 2012, at 7:00 p.m.

Present: Mayor Allen M. Thomas, presiding, and Council members \_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

Mayor Thomas introduced the following resolution, a copy of which had been provided to each Council member, and which was read by its title:

**RESOLUTION NO. 2012 - \_\_**

RESOLUTION APPROVING A PROPOSED INSTALLMENT FINANCING AGREEMENT TO PROVIDE FOR (i) THE REFINANCING OF CERTAIN OUTSTANDING CERTIFICATES OF PARTICIPATION (CITY OF GREENVILLE PUBLIC FACILITIES AND EQUIPMENT PROJECT), SERIES 2004 AND (ii) THE REFINANCING OF OBLIGATIONS UNDER AN INSTALLMENT FINANCING AGREEMENT DATED AS OF JUNE 9, 2009 BETWEEN THE CITY OF GREENVILLE AND BRANCH BANKING AND TRUST COMPANY AND ACTIONS RELATING THERETO AND AUTHORIZING OTHER OFFICIAL ACTION IN CONNECTION THEREWITH

WHEREAS, the City of Greenville, North Carolina (the “City”) has determined that it is necessary and expedient to (i) refinance outstanding Certificates of Participation (City of Greenville Public Facilities and Equipment Project), Series 2004 (City of Greenville Public Facilities and Equipment Project) maturing June 1, 2013 – 2016 inclusive, June 1, 2018 – 2019 inclusive and June 1, 2022 - 2024 inclusive (the “2004 Refunded COPs”) and (ii) refinance obligations under an installment financing agreement, dated as of June 9, 2009 between the City and Branch Banking and Trust Company with a final installment payment date of December 1, 2024 (the “2009 Installment Agreement” and together with the 2004 Refunded COPs, the “Refinancing”); and

WHEREAS, in order to effectuate the Refinancing, the City and Banc of America Public Capital Corp (the “Bank”) propose to enter into an Installment Financing Agreement (as

hereinafter defined), pursuant to the authority granted to the City under Section 160A-20 of the General Statutes of North Carolina; and

WHEREAS, in connection with such financing, it is necessary for the City to approve certain other documents relating thereto and to authorize certain action in connection therewith; and

WHEREAS, there have been presented at this meeting copies of the following documents relating to the Refinancing:

(a) a draft of the proposed Installment Financing Agreement, to be dated as of October 11, 2012 or another mutually agreeable date (the "Installment Financing Agreement"), between the City and the Bank, pursuant to which the Bank will make available to the City funds which to finance the Refinancing and costs relating to the execution and delivery of the Installment Financing Agreement, and the City will, among other requirements, be obligated to make Installment Payments (as defined in the Installment Financing Agreement) and certain other payments; and

(b) a draft of the proposed Deed of Trust, to be dated as of October 11, 2012 or another mutually agreeable date (the "Deed of Trust"), from the City to \_\_\_\_\_, as deed of trust trustee, for the benefit of the Bank, by which the City will secure its obligations to the Bank under the Installment Financing Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE:

Section 1. Capitalized words and terms used in this resolution and not defined herein shall have the same meanings in this resolution as such words and terms are given in the Installment Financing Agreement.

Section 2. The forms, terms and provisions of the Installment Financing Agreement and the Deed of Trust are hereby approved in all respects, and the Mayor, the City Manager, the Director of Financial Services, the City Attorney and the City Clerk are hereby authorized and directed to execute and deliver the Installment Financing Agreement and the Deed of Trust, in substantially the forms presented at this meeting, together with any changes, modifications and deletions as they, with the advice of counsel, may deem necessary and appropriate; such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the City.

Section 3. The Mayor, the City Manager, the Director of Financial Services, the City Attorney and the Assistant City Clerk are authorized and directed to take such action and to execute and deliver such documents, certificates, undertakings, agreements and other instruments as they, with the advice of counsel, may deem necessary or appropriate to effectuate the transactions contemplated by the Installment Financing Agreement and the Deed of Trust.

Section 4. This resolution shall take effect immediately upon its passage.

Adopted this the 13th day of September, 2012.

---

Allen M. Thomas  
Mayor

ATTEST:

---

Carol L. Barwick  
City Clerk

After consideration of the foregoing resolution, Council member \_\_\_\_\_  
moved for the passage thereof, which motion was duly seconded by Council member  
\_\_\_\_\_, and the foregoing resolution was passed by the following vote:

Ayes: \_\_\_\_\_  
\_\_\_\_\_.

Noes: \_\_\_\_\_.

\* \* \* \* \*

I, Carol L. Barwick, City Clerk of the City of Greenville, North Carolina, DO HEREBY  
CERTIFY that the foregoing has been carefully copied from the recorded minutes of the City  
Council of said City at a meeting held on September 13, 2012, said record having been made in  
Minute Book No. \_\_\_ of the minutes of said City Council, beginning at page \_\_\_ and ending at  
page \_\_\_, and is a true copy of so much of said proceedings of said City Council as relates in any  
way to the passage of the resolution described in said proceedings.

WITNESS my hand and the official seal of said City, this \_\_\_ day of September, 2012.

\_\_\_\_\_  
City Clerk

[SEAL]

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

---

Bernita W. Demery  
Director of Financial Services

INSTALLMENT FINANCING AGREEMENT

Dated as of [October 11, 2012]

between

CITY OF GREENVILLE, NORTH CAROLINA

and

Banc of America Public Capital Corp.

\$ \_\_\_\_\_  
Tax-Exempt Installment Financing

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## INSTALLMENT FINANCING AGREEMENT

This INSTALLMENT FINANCING AGREEMENT, dated as of October \_\_, 2012 (the “Agreement”), between the CITY OF GREENVILLE, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the laws of the State of North Carolina (the “City”), and BANC OF AMERICA PUBLIC CAPITAL CORP, a \_\_\_\_\_ duly organized and existing under the laws of \_\_\_\_\_ (the “Bank”);

### WITNESSETH:

WHEREAS, the City is a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina;

WHEREAS, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, the City may finance or refinance the acquisition of property and the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements, or in all or some portion of the property upon which the fixtures or improvements are located, or in both, a security interest to secure repayment of the moneys advanced or made available for construction;

WHEREAS, after a public hearing and due consideration, the City Council of the City has determined to refinance the City’s outstanding Certificates of Participation (City of Greenville Public Facilities and Equipment Project), Series 2004 (City of Greenville Public Facilities and Equipment Project) maturing June 1, 2013 – 2016 inclusive, June 1, 2018 – 2019 inclusive and June 1, 2022 - 2024 inclusive (the “2004 Refunded COPs”) and (ii) refinance obligations under an installment financing agreement, dated as of June 9, 2009 between the City and Branch Banking and Trust Company (“BB&T”) with a final installment payment date of December 1, 2024 (the “Refinanced 2009 Installment Agreement” and together with the 2004 Refunded COPs, the “Refinancing”);

WHEREAS, in order for the City to obtain the funds required for the refinancing, the City has determined to enter into this Agreement whereby the Bank will advance funds to the City to pay the costs of the Refinancing, and the City will repay such advancement with interest in installments pursuant to the terms of this Agreement;

WHEREAS, as security for the performance of its obligation under this Agreement, including the payment of the installment payments hereunder, the City will execute and deliver a Deed of Trust, dated as of the date hereof (the “Deed of Trust”), to the Deed of Trust trustee named therein, for the benefit of the Bank, pursuant to which the City will grant a lien on the Sites (hereafter defined) and all of the buildings, improvements and fixtures located and to be located thereon;

WHEREAS, the Bank is willing to advance moneys to the City required for the Refinancing, and the City is willing to repay the moneys so advanced by the Bank in installments as more fully provided herein; and

WHEREAS, the City and the Bank have each duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND EXHIBITS

**SECTION 1.1. Definitions and Rules of Construction.** Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The words “hereby”, “herein”, “hereof”, “hereto”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof. All references herein to “Articles”, “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement unless some other reference is indicated.

“Act” means Section 160A-20 of the General Statutes of North Carolina, as amended.

“Advancement” means the advance being made by the Bank to the City pursuant to Section 3.1 of this Agreement relating to the Refinancing.

“Additional Payments” means any of the Bank’s reasonable and customary fees and expenses related to the transactions contemplated by this Agreement, any of the Bank’s expenses (including attorneys’ fees) in prosecuting or defending any action or proceeding in connection with this Agreement, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which the Bank is required to pay as a result of this Agreement, inspection and re-inspection fees, and any other amounts payable by the City (or paid by the Bank on the City’s behalf) as a result of its covenants under this Agreement (together with interest that may accrue on any of the above if the City shall fail to pay the same, as set forth in this Agreement).

“Agreement” means this Installment Financing Agreement, including any amendment or supplement hereto permitted herein.

“Bank” means Banc of America Public Capital Corp., a \_\_\_\_\_ organized and existing under the laws of \_\_\_\_\_, and any successor thereto.

“City” mean the City of Greenville, North Carolina, a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina, and any successor entity.

“City Council” means the City Council of the City.

“Closing” means the date on which the City executes and delivers this Agreement, and the Bank makes the Advancement to the City.

“Closing Costs” means and further includes all items of expense directly or indirectly payable by or reimbursable to the City relating to the Refinancing, including, but not limited to, filing and recording costs, settlement costs, printing costs, word processing costs, reproduction and binding costs, legal fees and charges and financing and other professional consultant fees.

“Code” means Internal Revenue Code of 1986, as amended.

“Deed of Trust” means the Deed of Trust, of even date herewith, from the City to the Deed of Trust Trustee, for the benefit of the Bank, securing the Installment Payments and other obligations specified hereunder and thereunder, as supplemented and amended from time to time.

“Deed of Trust Trustee” means the person or other entity at the time serving as trustee under the Deed of Trust.

“Determination of Taxability” means and shall be deemed to have occurred on the date when (a) the City shall receive notice from the Bank that the Internal Revenue Service has assessed as includable in gross income the interest component of the Installment Payments relating to the Advancement made by the City under this Agreement due to the occurrence of an Event of Taxability or (b) the City or the Bank shall receive notice from the Commissioner or any District Director of the Internal Revenue Service that the interest component of the Installment Payments relating to the Advancement made by the City under this Agreement is includable in the gross income of the Bank for federal income tax purposes due to the occurrence of an Event of Taxability.

“Enforcement Limitation” means the provisions of the Act that provide that no deficiency judgment may be rendered against the City in any action for breach of a contractual obligation incurred under the Act and that the taxing power of the City is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement.

“Event of Nonappropriation” means (a) the failure by the City Council to budget and appropriate in its budget for the ensuing Fiscal Year adopted on or about June 30 of each year moneys sufficient to pay all Installment Payments and any reasonably estimated Additional Payments under this Agreement coming due in the next ensuing Fiscal Year or (b) the City Council’s deletion from its duly adopted budget of any appropriation for the purposes specified in clause (a). In the event that during any Fiscal Year, any Additional Payments shall become due that were not included in the City’s current budget, and if there are no moneys available to pay such Additional Payments prior to the date upon which such Additional Payments are due, an Event of Nonappropriation shall be deemed to have occurred upon notice by the Bank to the City to such effect.

“Event of Taxability” means the occurrence or existence of any fact, event or circumstance caused by the failure of the City to comply with any covenants in this Agreement or any document or certificate executed by the City in connection with the transactions contemplated by this Agreement which has the effect of causing the interest component of the Installment Payments relating to the Advancement made by the City under this Agreement to be includable in the gross income of the Bank for federal income tax purposes.

“Fiscal Year” means the period beginning on July 1 of any year and ending on June 30 of the following year.

“Inclusion Date” means the effective date that the interest component of the Installment Payments relating to the Advancement made by the City under this Agreement is includable in the gross income of the Bank as a result of a Determination of Taxability.

“Installment Payment Date” means each of the dates set forth on the Installment Payment Schedule attached hereto.

“Installment Payments” means the payments required to be paid by the City pursuant to Section 4.1 in order to repay the Advancement, as specified in Exhibit A.

“LGC” means the Local Government Commission of North Carolina established pursuant to Chapter 159 of the North Carolina General Statutes.

“Mortgaged Property” means the property subject to the lien of the Deed of Trust, consisting of the Sites, together with substantially all of the buildings, improvements and fixtures located or to be located thereon.

“Net Proceeds” means any proceeds of insurance paid with respect to the Mortgaged Property remaining after payment therefrom of any expenses (including attorneys’ fees) incurred in the collection thereof or any proceeds received in a condemnation proceeding.

“Permitted Encumbrances” means and includes (a) liens for taxes, assessments and other governmental charges due but not yet payable; (b) landlord’s, warehouseman’s, carrier’s, worker’s, vendor’s, mechanic’s and materialmen’s liens and similar liens incurred in the ordinary course of business remaining undischarged for not longer than sixty (60) days from the filing thereof; (c) attachments remaining undischarged for not longer than sixty (60) days from the making thereof; (d) liens in respect of pledges or deposits under workers’ compensation laws, unemployment insurance or similar legislation and in respect of pledges or deposits to secure bids, tenders, contracts (other than contracts for the payment of money), leases or statutory obligations, or in connection with surety, appeal and similar bonds incidental to the conduct of litigation; (e) the lien created by the Deed of Trust and any lease of all or any portion of the Mortgaged Property permitted by Section 8.2; (f) this Agreement; (g) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which the City certifies in writing to the Bank will not materially impair the use of the Mortgaged Property for its intended purpose or the marketability of the Mortgaged Property; (h) any mortgage or encumbrance on the Mortgaged Property consented to by the Bank pursuant to Section 2 of the Deed of Trust; and (i) any other encumbrances described in Exhibit B to the Deed of Trust.

“Prime Rate” means the rate of interest per year announced by the Bank at its principal office from time to time as its prime rate (which is a base rate but may not be the Bank’s lowest rate) however, in no event will such rate exceed eight percent (8%).

“Refinancing Costs” means the amount required for the Refinancing.

“Refinancing” means the refinancing of (i) the City’s outstanding Certificates of Participation (City of Greenville Public Facilities and Equipment Project), Series 2004 (City of Greenville Public Facilities and Equipment Project) maturing June 1, 2013 – 2016 inclusive, June 1, 2018 – 2019 inclusive and June 1, 2022 - 2024 inclusive (the “2004 Refunded COPs”) and (ii) the City’s obligations under an installment financing agreement, dated as of June 9, 2009 between the City and Branch Banking and Trust Company with a final installment payment date of December 1, 2024.

“Sites” means the real property identified in Exhibit A to the Deed of Trust.

“State” means the State of North Carolina.

**SECTION 1.2. Exhibits.** The following exhibits are attached to, and by reference made a part of, this Agreement:

Exhibit A:     Installment Payment Schedule

## ARTICLE II

### REPRESENTATIONS OF THE CITY AND BANK

**SECTION 2.1. Representations, Covenants and Warranties of the City.** The City represents, covenants and warrants to the Bank as follows:

(a) The City is a municipal corporation duly organized and validly existing under and by virtue of the Constitution and laws of the State of North Carolina.

(b) The Constitution and laws of the State authorize the City to execute and deliver this Agreement and the Deed of Trust and to enter into the transactions contemplated by and to carry out its obligations under this Agreement and the Deed of Trust.

(c) The City has duly authorized and executed this Agreement and the Deed of Trust in accordance with the Constitution and laws of the State.

(d) Neither the execution and delivery of this Agreement and the Deed of Trust, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions or any charter provision, restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing.

(e) No approval or consent is required from any governmental authority with respect to the entering into or performance by the City of this Agreement, the Deed of Trust and all other documents related thereto and the transactions contemplated hereby and thereby, or if such approval is required, it has been duly obtained.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the City challenging the validity or enforceability of this Agreement, the Deed of Trust or any other documents relating hereto and the performance of the City's obligations hereunder and thereunder.

(g) The City will obtain or cause to be obtained all licenses, permits and other approvals of any other governmental entity having jurisdiction over the City or the Project that are necessary for the Project.

**SECTION 2.2. Representations, Covenants and Warranties of the Bank.** The Bank represents, covenants and warrants to the City as follows:

(a) The Bank is a \_\_\_\_\_ organized, existing and in good standing under and by virtue of the laws of the \_\_\_\_\_ and has the power and authority to enter into this Agreement.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the

transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the organizational documents of the Bank or any restriction or any agreement or instrument to which the Bank is now a party or by which the Bank is bound.

## ARTICLE III

### ADVANCEMENT; ACQUISITION OF PROJECT

**SECTION 3.1. Advancement.** In consideration of the covenants, warranties and representations contained herein, and in consideration of the City's agreement to repay the moneys advanced hereunder and interest thereon, the Bank shall advance \$ \_\_\_\_\_ on the date hereof to the trustee of the 2004 Refunded COPs, advance \$ \_\_\_\_\_ to BB&T as full payment of the Refinanced 2009 Installment Agreement and advance \$ \_\_\_\_\_ to the City for purposes of paying costs of the refinancing on the Closing.

**SECTION 3.2. Refinancing.** The City shall cause the Refinancing to occur at or prior to Closing in compliance with all applicable ordinances and statutes and requirements of all regularly constituted authorities having jurisdiction over the same. Prior to or simultaneously with the disbursement of the proceeds of the Advancement, the City shall subject the Mortgaged Property to the lien and security interest created by the Deed of Trust.

**SECTION 3.3. Payment of Closing Costs.** The City shall be obligated to pay all Closing Costs when the same become due and payable from the proceeds of the Advancement or other available funds of the City.

**SECTION 3.4. Disclaimer of Bank.** [The City acknowledges and agrees that the Bank (a) has not made any recommendation, given any advice nor taken any other action with respect to (i) the Refinancing or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Refinancing or any component part thereof, (b) has not at any time had physical possession of the Mortgaged Property or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (c) has not made any warranty or other representation, express or implied, that the Mortgaged Property or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly used, or will accomplish the results which the City intends therefor, or (iii) is safe in any manner or respect.

THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE REFINANCING, THE MORTGAGED PROPERTY OR ANY COMPONENT PART THEREOF TO THE CITY OR ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE BANK THEREIN BEYOND THAT TITLE OR INTEREST WHICH THE CITY OBTAINS FROM THE BANK PURSUANT HERETO; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS DERIVED FROM THE ADVANCEMENTS WILL BE SUFFICIENT, TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE CITY, TO

PAY THE COST OF THE REFINANCING; OR ANY OTHER CHARACTERISTICS OF THE PROJECT, IT BEING AGREED THAT ALL RISKS RELATING TO THE REFINANCING OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE CITY, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE BANK ARE HEREBY WAIVED BY THE CITY.]

## ARTICLE IV

### REPAYMENT OF THE ADVANCEMENT; SECURITY FOR REPAYMENT

**SECTION 4.1. Repayment of the Advancement.** (a) The City shall repay the Advancement, with interest, computed at the rate of 1.59% per annum (calculated based upon the a 360-day year consisting of twelve 30-day months), in installments due at the times and in the amounts set forth in Exhibit A.

(b) All payments required to be made to the Bank hereunder shall be made by wire transfer to

[Banc of America Public Capital Corp  
1111 E. Main Street, 18<sup>th</sup> Floor  
Richmond, VA 23832  
ABA # \_\_\_\_\_  
Account # \_\_\_\_\_]  
(704) 954-1706

or as may otherwise be directed by the Bank.

(c) In the event of a Determination of Taxability, the interest rate relating to the Advancement payable under this Agreement, from and after the Inclusion Date, shall be adjusted to preserve the Bank's after-tax economic yield with respect to the interest components of the Installment Payments relating to the Advancement. In addition, the City shall pay to the Bank (i) an amount necessary to reimburse the Bank for any interest, penalties, or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of the Bank's failure to include the interest portion of the Installment Payments relating to the Advancement in its gross income for income tax purposes. In the event of a Determination of Taxability, the Bank shall provide the City with a new Installment Payment Schedule with respect to the Advancement which reflects the new interest rate which will replace the Installment Payment Schedule set forth in Exhibit A.

(d) The City agrees to give prompt written notice to the Bank upon the City's receipt of any notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability shall have occurred.

**SECTION 4.2. Budget and Appropriation.** (a) The officer of the City at any time charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the City Council in any Fiscal Year in which this Agreement shall be in effect, items for all Installment Payments and any estimated Additional Payments required for such Fiscal Year under this Agreement or the Deed of Trust. Any budget item referred to in this Section shall be deleted from the applicable budget by the City Council only by the adoption of a resolution to such effect containing a statement of its reasons therefor, which resolution shall be adopted by roll-call vote and shall be spread upon the minutes of the City Council. The City shall furnish the Bank with copies of its annual budget promptly after its

adoption and copies of any amended budget affecting appropriations for Installment Payments or Additional Payments required under this Agreement or the Deed of Trust. The City shall promptly provide written notice to the Bank of any Event of Nonappropriation.

(b) If within 15 days after the beginning of any Fiscal Year the City has not appropriated an amount equal to the Installment Payments and estimated Additional Payments coming due during such Fiscal Year, then the Director of Financial Services shall send a notice to such effect to the Bank and to the LGC, to the attention of its Secretary, at the Albemarle Building, 325 North Salisbury Street, Raleigh, North Carolina 27603.

(c) The actions required of the City and its officers pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every City official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the actions required pursuant to this Section and the remainder of this Agreement to be carried out and performed by the City.

**(d) NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE CITY TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE CITY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBTIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE CITY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT AND THE TAXING POWER OF THE CITY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.**

No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys, nor shall any provision of this Agreement restrict the future issuance of any of the City's bonds or moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

**SECTION 4.3. Deed of Trust.** In order to secure its obligations under this Agreement, including its obligation to make the Installment Payments hereunder, the City will execute and deliver the Deed of Trust simultaneously with the execution and delivery of this Agreement.

**SECTION 4.4. No Set-Off; Recoupment, Etc.** Subject to Section 4.2 and the Enforcement Limitation, the obligation of the City to make the Installment Payments hereunder and to perform and observe the other covenants of this Agreement shall be absolute and unconditional, and the City will pay without abatement, diminution or deduction all such amounts regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim that the City may have against the Bank.

## ARTICLE V

### INSURANCE

**SECTION 5.1. Comprehensive General Liability.** The City shall at its own expense, acquire, carry and maintain or cause to be maintained throughout the term of this Agreement, a comprehensive general liability policy or policies in an amount not less \$2,000,000 for personal injury or death and \$2,000,000 for property damage in protection of the City, its officers, agents and employees. Said policy shall cover such losses and for such amounts (equal to or in excess of the amounts set forth above) and shall have such deductible amounts as shall be satisfactory to the City Council and, in the judgment of the City Council, shall protect the City against losses not protected under the principles of sovereign immunity. The net proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid. Such policies shall include the Bank as an additional insured with respect to occurrences at the Mortgaged Property.

**SECTION 5.2. Workers' Compensation.** The City shall maintain workers' compensation insurance issued by a responsible carrier authorized under the laws of the State to insure its employees against liability for compensation under the laws now in force in the State, or any act hereafter enacted as an amendment or supplement thereto or in lieu thereof. The proceeds of such workers' compensation insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid.

**SECTION 5.3. Insurance.** (a) The City shall procure and maintain, or cause to be procured and maintained, throughout the term of this Agreement, insurance against loss or damage to any portion of the Mortgaged Property by fire and lightning, with extended coverage, and vandalism, theft and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, broken windows and other structural glass, falling objects, water damage and such other hazards as are normally covered by such insurance. Such insurance policies shall name the Bank as a mortgagee.

(b) If any buildings, fixtures or other improvements are located on any portion of the Mortgaged Property that is located in a special flood hazard area according to the Federal Emergency Management Agency ("FEMA"), then the City must maintain a flood insurance policy on the Mortgaged Property. If at any time during the term of the Agreement, such portion of the Mortgaged Property is classified by FEMA as being located in a special flood hazard area, flood insurance will be mandatory. Should this occur, federal law requires the Bank to notify the City of the reclassification. If, within forty-five (45) days of receipt of notification from the Bank that any portion of the Mortgaged Property has been reclassified by the FEMA as being located in a special flood hazard area, the City has not provided sufficient evidence of flood insurance, the Bank is mandated under federal law to purchase flood insurance on behalf of the City, and any amounts so expended shall, subject to Section 4.2 and the Enforcement Limitation, immediately become debts of the City, shall bear interest at the rate specified in the Agreement, and payment thereof shall be secured by the Deed of Trust.

(c) Such insurance required by this Section shall be in an amount equal to 100% of the replacement cost of the Mortgaged Property (except that such insurance may be subject to a reasonable and customary deductible clause for any one loss); provided, however, that in no event shall such insurance be maintained in an amount less than the aggregate Installment Payments designated as principal.

(d) The Net Proceeds of such insurance required by this Section shall be applied as provided in Section 6.1 or Section 6.2.

**SECTION 5.4. General Insurance Provisions.** (a) The City shall pay or cause to be paid when due the premiums for all insurance policies required by this Agreement.

(b) All insurance policies required by this Article shall be issued by a responsible carrier authorized to do business under the laws of the State.

(c) The Bank shall not be responsible for the sufficiency or adequacy of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by the Bank.

(d) In lieu of obtaining the policies of insurance required by Section 5.1, Section 5.2 and Section 5.3, the City may, upon the consent of the Bank, adopt alternative risk management programs which the City determines to be reasonable, including, without limitation, to self-insure in whole or in part, individually or in connection with other units of local government or other institutions, to participate in programs of captive insurance companies, to participate with other units of local government or other institutions in mutual or other cooperative insurance or other risk management programs, to participate in State or federal insurance programs, to take advantage of State or federal laws now or hereafter in existence limiting liability, or to establish or participate in other alternative risk management programs, all as may be reasonable and appropriate risk management by the City.

(e) The insurance coverage required under Section 5.3 may be maintained under a blanket policy covering other properties of the City.

(f) The City shall cause to be delivered to the Bank annually on or about July 1 of each year a certificate stating that the insurance policies or alternative risk management programs required or permitted by this Agreement are in full force and effect.

(g) The City shall cooperate fully with the Bank in filing any proof of loss with respect to any insurance policy maintained pursuant to this Article and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Mortgaged Property or any portion thereof.

(h) No City agent or employee shall have the power to adjust or settle any property damage loss greater than \$50,000 with respect to the Mortgaged Property, whether or not covered by insurance, without the Bank's prior written consent.

## ARTICLE VI

### DAMAGE AND DESTRUCTION; USE OF NET PROCEEDS; CONDEMNATION; DUE ON SALE

**SECTION 6.1. Obligation of the City to Repair and Replace the Mortgaged Property.** Unless applied to the payment in full of the remaining Installment Payments pursuant to Section 6.2, in the event that the Net Proceeds arising from any single event, or any single substantially related sequence of events, is more than \$50,000, then the City shall cause such Net Proceeds to be paid to an escrow agent (which shall be a bank, trust company or similar entity exercising fiduciary responsibilities) for deposit in a special escrow fund to be held by such escrow agent. Except as set forth in Section 6.2, the City shall provide for the application of all Net Proceeds to the prompt completion, repair or restoration of the Mortgaged Property, as the case may be. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the City, subject to the Deed of Trust and Permitted Encumbrances, and shall be included as part of the Mortgaged Property under this Agreement.

**SECTION 6.2. Insufficiency of Net Proceeds; Discharge of the Obligation of the City to Repair the Mortgaged Property.** (a) If the Net Proceeds shall be insufficient to pay in full the cost of repair, restoration or replacement of the Mortgaged Property, the City may elect to complete the work and pay any cost in excess of the amount of the Net Proceeds, and the City agrees that, if by reason of any such insufficiency of the Net Proceeds, the City shall make any payments pursuant to the provisions of this subsection, the City shall not be entitled to any reimbursement therefor from the Bank, nor shall the City be entitled to any diminution of the Installment Payments payable under Section 4.1.

[(b) If the City elects not to apply the Net Proceeds to the repair, restoration or replacement of the Mortgaged Property, the City may apply the Net Proceeds of such insurance policies to the prepayment of the principal component of the Installment Payments in accordance with Section 10.1. In the event the amount of such Net Proceeds exceeds the amount necessary to prepay the principal component of all remaining Installment Payments, plus the interest component of the Installment Payments accrued to the date of prepayment, such excess shall be paid to or retained by the City.]

Within 90 days following the receipt of Net Proceeds, unless a further extension is approved by the Bank, the City shall commence the repair, restoration or replacement of the Mortgaged Property, or shall elect, by written notice to the Bank, to apply the Net Proceeds to the prepayment of the Installment Payments under the provisions of Section 10.1. For purposes of this subsection, “commence” shall include the retention of an engineer in anticipation of the repair, restoration, modification, improvement or replacement of the Mortgaged Property. In the event that the City shall, after commencing the repair, restoration, modification, improvement or replacement of the Mortgaged Property, determine that the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) shall be insufficient for the accomplishment thereof, the City may, subject to the proviso set forth above, elect to apply the

Net Proceeds to the prepayment of the Installment Payments under the provisions of Section 10.1.

**SECTION 6.3. Cooperation of the Bank.** The Bank shall cooperate fully with the City in filing any proof of loss with respect to any insurance policy covering the events specified in Section 5.1. In no event shall the Bank or the City voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Mortgaged Property without the written consent of the other.

**SECTION 6.4. Condemnation.** (a) The City shall immediately notify the Bank if any governmental authority shall institute, or shall notify the City of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Mortgaged Property or any interest therein under the power of eminent domain, or if there shall be any damage to the Mortgaged Property due to governmental action, but not resulting in a taking of any portion of the Mortgaged Property. The City shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to the Bank, and to the extent permitted by law hereby irrevocably authorizes and empowers the Bank or the Deed of Trust Trustee, in the City's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the City receives any Net Proceeds arising from any such action, the City shall apply such Net Proceeds in the same manner as provided in Section 6.1.

(b) If any of the real or personal property acquired or improved by the City (in whole or in part) using any portion of the Advancement consists of or is located on any real property acquired by the City through the exercise of the power of eminent domain, or through the threat of the exercise of the power of eminent domain, then during the term of this Agreement the City may not transfer any interest in such real property to any entity other than a local governmental unit without the Bank's prior express written consent.

**SECTION 6.5. Due on Sale Provision; Acceleration.** The Bank may, at its option, require the immediate payment in full of the Installment Payments and all other sums secured by this Agreement upon the sale, transfer, conveyance or encumbrance of all or any part of the Mortgaged Property, or any legal or beneficial interest in the Mortgaged Property, without the Bank's prior written consent. This option applies whether the sale, transfer, conveyance or encumbrance is voluntary, involuntary, by operation of law or otherwise, and includes (i) any creation of lien or encumbrance, whether or not subordinate to the lien created pursuant to this Agreement, (ii) the creation of any easement, right-of-way or similar interest other than such as would constitute a Permitted Encumbrance, or (iii) the grant of any leasehold or similar interest or any option to purchase, right of first refusal or similar interest.

**ARTICLE VII**  
**COVENANTS OF THE CITY**

**SECTION 7.1. Installation of Additional Improvements.** The City may at any time and from time to time, in the sole discretion of the City, and at its own expense, construct real property improvements and install items of equipment or other personal property in or upon any portion of the Mortgaged Property that does not materially impair the effective use, nor materially decrease the value, of the Mortgaged Property; provided, however, that the City shall repair and restore any and all damage resulting from the construction, installation, modification or removal of any such items. All such items provided by the City shall be subject to the lien of the Deed of Trust.

**SECTION 7.2. Access to the Mortgaged Property.** The City agrees that the Bank and its agents and employees, shall have the right, at all reasonable times during normal business hours of the City upon the furnishing of reasonable notice to the City under the circumstances, to enter upon the Mortgaged Property or any portion thereof to examine and inspect the same. The City further agrees that the Bank and the Bank's successors, assigns or designees shall have such rights of access to the Mortgaged Property as may be reasonably necessary to cause the proper maintenance of the Mortgaged Property in the event of failure by the City to perform its obligations hereunder. No right of inspection shall be deemed to impose on the Bank any duty or obligation whatsoever to undertake any inspection, and no inspection made by the Bank shall be deemed to impose upon the Bank any duty or obligation to identify any defects in the Mortgaged Property or to notify any person with respect thereto.

No right of inspection or approval granted in this Section shall be deemed to impose upon the Bank any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by the Bank shall be deemed to impose upon the Bank any duty or obligation whatsoever to identify or correct any defects in the Mortgaged Property or to notify any person with respect thereto, and no liability shall be imposed upon the Bank, and no warranties (either express or implied) are made by the Bank as to the quality or fitness of any improvement, any such inspection and approval being made solely for the Bank's benefit.

**SECTION 7.3. Maintenance, Utilities, Taxes and Assessments.** (a) Subject to the Enforcement Limitation, the City shall provide for the repair and replacement of any portion of the Mortgaged Property required on account of ordinary wear and tear or want of care.

(b) Subject to the Enforcement Limitation, the City shall also pay, or provide for the payment of, all taxes and assessments, including, but not limited to, utility charges of any type or nature levied, assessed or charged against any portion of the Mortgaged Property; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such

contest and any appeal therefrom; provided, however, that prior to such nonpayment, the City shall furnish to the Bank an opinion of counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in the Mortgaged Property will not be materially endangered and that all or any portion of the Mortgaged Property will not be subject to loss or forfeiture. Otherwise, subject to the Enforcement Limitation, the City shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof.

**SECTION 7.4. Modification of the Mortgaged Property.** The City shall, in its sole discretion and at its own expense, have the right to make additions, modifications and improvements to any portion of the Mortgaged Property if such additions, modifications or improvements are necessary or beneficial for the use of the Mortgaged Property. Such additions, modifications and improvements shall not in any way damage any of the Mortgaged Property (unless such damage is to be repaired as provided in Section 6.1) or cause the Mortgaged Property to be used for purposes other than those authorized under the provisions of law, and the Mortgaged Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Mortgaged Property immediately prior to the making of such additions, modifications and improvements. Such modification to the Mortgaged Property shall be subject to the lien of the Deed of Trust.

Except for Permitted Encumbrances, the City shall not permit any lien to be established or remain against the Mortgaged Property for labor or materials furnished in connection with any additions, modifications or improvements made by the City pursuant to this Section; provided, however, that if any such lien is established, the City may, at its own expense and in its name, in good faith contest any lien filed or established against the Mortgaged Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided that the City shall furnish to the Bank full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Bank.

**SECTION 7.5. Encumbrances.** Except as provided in this Article (including, without limitation, Section 7.4 and this Section), the City shall not, directly or indirectly, create, incur, assume or suffer to exist any pledge, lien, charge, encumbrance or claim, as applicable, on or with respect to the Mortgaged Property, other than Permitted Encumbrances. Except as expressly provided in this Article and subject to the Enforcement Limitation, the City shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim for which it is responsible if the same shall arise at any time; provided, however, that the City may contest any such lien, charge, encumbrance or claim if it desires to do so and if it provides the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Bank.

**SECTION 7.6. Financial Statements.** The City agrees that it will furnish the Bank, when the same become available, but in no event later than 270 days after the end of the Fiscal Year, its annual audited financial statements and, at the Bank's request, will furnish the Bank information regarding its annual budget as submitted or approved.

The City shall furnish the Bank, at such reasonable times as the Bank shall request, all other financial information (including, without limitation, the City's annual budget as submitted or approved) as the Bank may reasonably request. The City shall permit the Bank or its agents and representatives to inspect the City's books and records and make extracts therefrom.

## ARTICLE VIII

### ASSIGNMENT, LEASING AND AMENDMENT

**SECTION 8.1. Assignment by the Bank.** The Bank may, at any time and from time to time, assign to any bank, insurance company or similar financial institution all or any part of its interest in the Mortgaged Property or this Agreement, including, without limitation, the Bank's rights to receive the Installment Payments and any Additional Payments due and to become due hereunder. Reassignment by any assignee may also only be to a bank, insurance company or similar financial institution. The City agrees that this Agreement may become part of a pool of obligations at the Bank's or its assignee's option. The Bank or its assignees may assign or reassign either the entire pool or any partial interest herein to any bank, insurance company or similar financial institution. Notwithstanding the foregoing, no assignment or reassignment of the Bank's interest in the Mortgaged Property or this Agreement shall be effective unless and until the City shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each assignee. The City covenants and agrees with the Bank and each subsequent assignee of the Bank to maintain for the full term of this Agreement a written record of each such assignment or reassignment. The City agrees to execute any document reasonably required by the Bank in connection with any assignment. Notwithstanding any assignment by the Bank of its interest in this Agreement, the City shall not be obligated to provide any financial or other information to any assignee of the Bank except as set forth in Section 7.6.

After the giving of notice described above to the City, the City shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgement shall in no way be deemed to make the assignment effective.

The Bank covenants that any disclosure document circulated by it or an assignee in connection with the sale of the Bank's rights in this Agreement will contain a statement to the effect that the City has not reviewed and is not responsible for the disclosure document. The Bank covenants to defend, indemnify and hold harmless the City and its officers, employees and agents against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject on account of any statement included in a disclosure document, or failure to include a statement in a disclosure document, unless the City shall have expressly approved the use of such disclosure document.

**SECTION 8.2. Assignment by the City.** (a) This Agreement may not be assigned by the City.

(b) The City may lease all or any portion of the Mortgaged Property, subject to each of the following conditions:

(i) the obligation of the City to make Installment Payments hereunder shall remain obligations of the City;

(ii) the City shall within thirty (30) days prior to the execution and delivery of any such lease, furnish or cause to be furnished to the Bank, a true and complete copy of the form of such lease; and

(iii) the lease by the City shall not cause the Mortgaged Property to be used for a purpose other than a governmental or proprietary function of the City authorized under the provisions of the Constitution and laws of the State and shall not cause the interest component in the Installment Payments to be includable in gross income of the Bank for federal income tax purposes.

## ARTICLE IX

### EVENTS OF DEFAULT AND REMEDIES

**SECTION 9.1. Events of Default Defined.** The following shall be “events of default” under this Agreement and the terms “events of default” and “default” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) The failure by the City to pay any Installment Payment required to be paid hereunder when due.

(b) The occurrence of an Event of Nonappropriation.

(c) Failure by the City to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) or (b) of this Section, for a period of ninety (90) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Bank; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the City within the applicable period and diligently pursued, upon the consent of the Bank, the City shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued.

(d) The City becomes insolvent or the subject of insolvency proceedings; or is unable, or admits in writing its inability, to pay its debts as they mature; or makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or files a petition or other pleading seeking reorganization, composition, readjustment or liquidation of assets, or requesting similar relief; or applies to a court for the appointment of a receiver for it or for the whole or any part of its property; or has a receiver or liquidator appointed for it or for the whole or any part of its property (with or without the consent of the City) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code; or files an answer to a creditor’s petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fail to have such petition dismissed within sixty (60) consecutive days after the same is filed against the City.

(e) The occurrence of an “Event of Default” under the Deed of Trust as defined therein.

(f) The City shall fail to pay the principal of or the interest or any redemption premium on any general obligation bonds or notes of the City as required by such bonds or notes or the documents providing for the issuance thereof.

(g) Any warranty, representation or statement made by the City herein or in the Deed of Trust or any other document executed and delivered by the City in connection herewith is found to be incorrect or misleading in any material respect as of the date made.

**SECTION 9.2. Remedies on Default.** Upon the occurrence of any event of default under Section 9.1, the Bank may, without any further demand or notice, exercise any one or more of the following remedies:

(a) declare the entire amount of the principal component of the Installment Payments and the accrued and unpaid interest component to the date of declaration to be immediately due and payable;

(b) exercise all remedies available at law or in equity or under the Deed of Trust, including sale of the Mortgaged Property, and apply the proceeds of any such sale or other disposition, after deducting all costs and expenses, including court costs and reasonable attorneys' fees incurred with the recovery, repair, storage and other sale or other disposition costs, toward the principal component and accrued and unpaid interest of the balance of Installment Payments due; and

(d) subject to the Enforcement Limitation, proceed by appropriate court action to enforce performance by the City of the applicable covenants of this Agreement or to recover for the breach thereof.

**NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE CITY IN FAVOR OF THE BANK OR ANY OTHER PERSON IN VIOLATION OF SAID SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE MORTGAGED PROPERTY IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.**

**SECTION 9.3. No Remedy Exclusive.** No remedy conferred herein upon or reserved to the Bank is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. To the extent permitted by law, any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required in this Article or by law.

**SECTION 9.4. Agreement to Pay Attorneys' Fees and Expenses.** In the event the City should default under any of the provisions hereof and the Bank should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the City contained herein, the City agrees that it will pay on demand to the Bank, subject to the limitations and provisions of Section 6-21.2 of the General Statutes of North Carolina, as amended, the reasonable fees of such attorneys and such other expenses so incurred by the Bank. For purposes of this Section, the reasonable fees of attorneys shall mean attorneys' fees actually incurred at such attorneys'

standard hourly rate for such services and shall not be based on any percentage of the outstanding amount due; provided, however that such attorneys' fees shall not exceed the maximum amount permitted by law.

**SECTION 9.5. No Additional Waiver Implied by One Waiver.** In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder except as may be provided by law.

## ARTICLE X

### PREPAYMENT OF INSTALLMENT PAYMENTS

**SECTION 10.1. Prepayment of Installment Payments.** The principal component of the Installment Payments may be prepaid in whole only, on or after December 1, 2018, by payment of an amount equal to the principal amount to be prepaid, plus accrued interest to the prepayment date, plus a prepayment fee of 1% of the principal amount to be prepaid.

**ARTICLE XI**  
**MISCELLANEOUS**

**SECTION 11.1. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received upon the earlier of actual receipt or three days after deposit in the United States first-class, registered or certified mail (unless otherwise provided herein), postage prepaid, at the following addresses:

If to the City:

City of Greenville, North Carolina  
200 West 5<sup>th</sup> Street  
Greenville, North Carolina 27858-1824  
Attention: Director of Financial Services

If to the Bank:

Banc of America Public Capital Corp  
111 E. Main Street, 18<sup>th</sup> Floor  
Richmond, VA 23832

The City and the Bank, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**SECTION 11.2. Further Instruments.** Upon the Bank's request, the City shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by the Bank to carry out more effectively the purposes of this Agreement or any other document related to the transactions contemplated hereby, and subject to the liens and security interests hereof and thereof all or any part of the Mortgaged Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Agreement.

**SECTION 11.3. Bank's Performance of City's Obligations.** If the City fails to perform any of its obligations under this Agreement, the Bank is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by the Bank (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Mortgaged Property, and any associated legal or other expenses), together with interest thereon, shall be secured as Additional Payments under this Agreement. The City promises to pay all such amounts to the Bank immediately upon demand.

**SECTION 11.4. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the City and the Bank and their respective successors and assigns. Whenever in this Agreement either the City or the Bank is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Agreement contained by or on behalf of the City or the Bank shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**SECTION 11.5. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 11.6. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 11.7. Commitment Letter.** The terms of this Agreement shall supersede the terms of any commitment letter, proposal or other term sheet provided by the Bank. To the extent of any conflict between this Agreement and such other documents, this Agreement shall take priority.

**SECTION 11.8. Applicable Law.** This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina.

[signatures to follow]

IN WITNESS WHEREOF, the City and the Bank have caused this Agreement to be executed in their respective names by their respective duly authorized officers as of the date first above written.

CITY OF GREENVILLE, NORTH CAROLINA

[SEAL]

By: \_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

BANC OF AMERICA PUBLIC CAPITAL CORP

By: \_\_\_\_\_

**[signature page to Installment Financing Agreement dated as of October 11, 2012]**

Local Government Commission  
Signature Page for Installment Financing Agreement  
between the City of Greenville, North Carolina and Banc of America Capital Corp dated as of  
October 11, 2012

This Agreement has been approved under the provisions of Article 8, Chapter 159 of the  
General Statutes of North Carolina.

By: \_\_\_\_\_  
T. Vance Holloman, Secretary  
Local Government Commission

**EXHIBIT A**

INSTALLMENT PAYMENT SCHEDULE

<u>Installment Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
December 1, 2012	\$	\$	\$
June 1, 2013			
December 1, 2013			
June 1, 2014			
December 1, 2014			
June 1, 2015			
December 1, 2015			
June 1, 2016			
December 1, 2016			
June 1, 2017			
December 1, 2017			
June 1, 2018			
December 1, 2018			
June 1, 2019			
December 1, 2019			
June 1, 2020			
December 1, 2020			
June 1, 2021			
December 1, 2021			
June 1, 2022			
December 1, 2022			
June 1, 2023			
December 1, 2023			
June 1, 2024			
December 1, 2024			

After filing, please return to:

David A. Holec, Esq.  
City Attorney  
200 West 5th Street  
Greenville, North Carolina 27858-1824

This document was prepared by:

Eric Hebert, Esq.  
Sidley Austin LLP  
1501 K Street, N.W.  
Washington, D.C. 20037

## DEED OF TRUST

STATE OF NORTH CAROLINA  
COUNTY OF PITT

This DEED OF TRUST, dated as of [October 11, 2012] (the “Deed of Trust”), from the CITY OF GREENVILLE, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of North Carolina (the “City”), to F. Louis Loyd, III, as trustee (the “Deed of Trust Trustee”), for the benefit of BANC OF AMERICA PUBLIC CAPITAL CORP, a \_\_\_\_\_ organized and existing under the laws of the \_\_\_\_\_, and its successors and assigns hereinafter mentioned (the “Beneficiary”),

### WITNESSETH:

WHEREAS, the City has entered into an Installment Financing Agreement, of even date herewith (the “Agreement”), with the Beneficiary, whereby the Beneficiary agrees to advance moneys to the City for purposes of the Refinancing (as defined in the Agreement), and the City agrees to repay the moneys advanced to the City in installments due at the times and in the amounts set forth in Exhibit A to the Agreement (the “Installment Payments”) and to pay certain Additional Payments (as defined in the Agreement) as more fully provided therein;

WHEREAS, pursuant to the Agreement, the City is delivering this Deed of Trust to secure the repayment by the City to the Beneficiary of the moneys advanced and all other sums payable under the Agreement and to secure the other obligations of the City under the Agreement;

**COLLATERAL IS OR INCLUDES FIXTURES**

WHEREAS, the City has agreed to pay to the Beneficiary the sum of \$ \_\_\_\_\_ for moneys advanced, as evidenced by, and payable as provided in, the Agreement, with interest payable at the times and rate specified therein, with the last Installment Payment of principal and interest being due and payable on December 1, 2024;

WHEREAS, the City desires to secure (a) the payment of the Installment Payments due under the Agreement, (b) the payment by the City of all Additional Payments required to be paid by the City under the Agreement and the performance by the City of all of the additional covenants of the City set forth in the Agreement and (c) the performance of the covenants and agreements contained in this Deed of Trust, and any amendments and supplements thereto; and

WHEREAS, the City desires to execute and deliver this Deed of Trust as security for the payment of the amounts described above and the performance of the covenants described above;

NOW, THEREFORE, the City, subject to Permitted Encumbrances (as defined in the Agreement), as security for the Installment Payments and other payments to be made by the City under the Agreement and for the performance by the City of all of its obligations under the Agreement and this Deed of Trust, and in further consideration of the sum of \$1.00 paid to the City by the Deed of Trust Trustee, receipt and sufficiency of which are hereby acknowledged, has given, granted, bargained and sold, and by these presents does give, grant, bargain, sell and convey unto the Deed of Trust Trustee, its successors and assigns, in trust, with power of sale, the real property lying and being in Pitt County in the State of North Carolina, constituting so much thereof as constitutes real property or fixtures, and more particularly described as set forth in Exhibit A attached hereto and made a part hereof; TOGETHER with all buildings, improvements and fixtures of every kind and description now or hereafter erected or located thereon, all rights, appurtenances, easements, privileges, remainders and reversions appertaining thereto and all materials intended for construction, reconstruction, alteration and repair of such buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid real property, and all apparatus, equipment, fixtures and articles of personal property now or hereafter attached thereto as fixtures, and replacements thereof, including, but not limited to, all heating, refrigerating, air conditioning, gas, plumbing and electric apparatus and equipment, all boilers, engines, motors, power equipment, piping and plumbing fixtures, pumps, tanks, lighting equipment and systems, fire prevention and sprinkling equipment and systems, and other things now or hereafter thereon or therein, including all interests of any owner thereof in any of such items, and all renewals or replacements thereof or articles in substitution thereof; TOGETHER with all rents, issues, profits and revenues of the aforesaid real property, fixtures and other property and all of the right, title and interest of the City in and to any and all leases and contracts now or hereafter affecting the real property, fixtures and other property covered hereby or any part thereof; TOGETHER with all proceeds of any of the foregoing real property and fixtures including, without limitation, proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all awards and other payments as a result of or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain by any governmental authority ("Eminent Domain"), all insurance proceeds and claims therefor as a result of damage to or destruction of all or any part of any of the foregoing, and all proceeds of title insurance with respect to all or any part of any of the foregoing (the real property, fixtures and proceeds granted

to the Deed of Trust Trustee pursuant to the foregoing provisions hereof being collectively referred to as the “Mortgaged Property”);

TO HAVE AND TO HOLD the Mortgaged Property, with all the rights, privileges and appurtenances thereunto belonging or appertaining to the Deed of Trust Trustee, its heirs, successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes hereinafter set out;

AND THE CITY COVENANTS to and with the Deed of Trust Trustee and the Beneficiary that the City is seized of the Mortgaged Property in fee, that the City has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear from all encumbrances and restrictions not specifically mentioned in Exhibit B attached hereto and made a part hereof, and that the City does hereby forever warrant and will forever defend the title to the Mortgaged Property (except for those matters set forth in Exhibit B) against the claims of all persons whatsoever; provided, however, that

HOWEVER, THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if the City shall make all of the payments required under the Agreement secured hereby in accordance with its terms, together with interest thereon and all taxes, charges, assessments and any premiums for insurance hereby secured, and, further, shall comply with all the covenants, terms and conditions of this Deed of Trust and the Agreement and any amendments and supplements thereto, then this conveyance shall be null and void and may be canceled of record at the request and at the cost of the City.

This Deed of Trust secures an obligation incurred for the construction of an improvement on the real property covered hereby and as such constitutes a “construction mortgage” under Section 25-9-334 of the General Statutes of North Carolina.

THE CITY FURTHER COVENANTS, REPRESENTS AND AGREES AS FOLLOWS:

Section 1. Amount Secured; Maintenance and Modification of Mortgaged Property by City. This Deed of Trust secures all present and future indebtedness owing by the City under the Agreement and this Deed of Trust. The principal amount of the indebtedness is \$ \_\_\_\_\_.

The Deed of Trust Trustee shall not be under any obligation to operate, maintain or repair the Mortgaged Property. The City agrees that it will at its own expense (a) keep the Mortgaged Property in as reasonably safe condition as its operations shall permit, (b) keep the Mortgaged Property in good repair and in good operating condition, (c) comply with all applicable governmental requirements imposed upon the Mortgaged Property or in connection with its use and (d) make from time to time all necessary repairs thereto and renewals and replacements thereof.

Subject to the provisions of the Agreement, the City may also, at its own expense, make from time to time any additions, modifications or improvements to the real property covered hereby that it may deem desirable and that do not materially impair the effective use, nor materially decrease the value, of the Mortgaged Property. All such additions, modifications and improvements so made by the City within the boundaries of the Mortgaged Property shall become a part of the Mortgaged Property. The City will do, or cause to be done, all such things

as may be required by law in order fully to protect the security and all rights of the Beneficiary under this Deed of Trust. The City shall not cause or permit the lien of this Deed of Trust to be impaired in any way.

Section 2. Grant and Release of Easements. If no Event of Default under this Deed of Trust shall have occurred and shall continue to exist, the City may at any time or times grant easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to any part of the Mortgaged Property, and the City may release existing interests, easements, licenses, rights of way and other rights or privileges with or without consideration, and the Beneficiary agrees that it shall execute and deliver and will cause, request or direct the Deed of Trust Trustee to execute and deliver any instrument necessary or appropriate to grant or release any such interest, easement, license, right of way or other right or privilege but only upon receipt of (a) a copy of the instrument of grant or release, (b) a written application signed by an authorized representative of the City requesting such instrument and (c) a certificate executed by an authorized representative of the City, such certificate to be reasonably acceptable to the Beneficiary, stating that the grant or release (i) is not detrimental to the proper conduct of the operations of the City at the Mortgaged Property and (ii) will not impair the effective use of or interfere with the operations of the City at the Mortgaged Property and will not diminish the value of the security under this Deed of Trust in contravention of the provisions hereof.

Section 3. Default; Remedies of the Deed of Trust Trustee and Beneficiary Upon Default. (a) If any of the following events shall occur:

(i) default in any payment under the Agreement or default in any of the other terms or conditions of the Agreement secured hereby and the expiration of any applicable grace or notice periods provided thereby;

(ii) failure by the City to observe and perform any warranty, covenant, condition or agreement on the part of the City under this Deed of Trust other than Section 6 hereof for a period of ninety (90) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Beneficiary; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the City within the applicable period and diligently pursued, upon the consent of the Beneficiary, the City shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued;

(iii) any lien, charge or encumbrance prior to or affecting the validity of this Deed of Trust is found to exist, other than Permitted Encumbrances, or proceedings are instituted to enforce any lien, charge or encumbrance against any of said Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of this Deed of Trust;

then and in any of such events (hereinafter referred to as an “Event of Default”), all payments under the Agreement shall, at the option of the Beneficiary, become at once due and payable, regardless of the maturity date or other due date thereof.

(b) Upon the occurrence of an Event of Default:

(i) To the extent permitted by law, the Deed of Trust Trustee shall have the right to enter upon the Mortgaged Property to such extent and as often as the Deed of Trust Trustee, in his sole discretion, deems necessary or desirable in order to cure any default by the City. The Deed of Trust Trustee may take possession of all or any part of the Mortgaged Property and may hold, operate and manage the same, and from time to time make all needful repairs and improvements as shall be deemed expedient by the Deed of Trust Trustee; and the Deed of Trust Trustee may lease any part of the Mortgaged Property in the name of and for the account of the City, and collect, receive and sequester the rent, revenues, receipts, earnings, income, products and profits therefrom, and out of the same and from any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of, all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Deed of Trust Trustee, his agents and counsel, and any taxes and assessments and other charges prior to the lien of this Deed of Trust which the Deed of Trust Trustee may deem it proper to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions hereof.

(ii) To the extent permitted by law, the Deed of Trust Trustee shall have the right after an Event of Default to the appointment of a receiver to collect the rents and profits from the Mortgaged Property without consideration of the value of the premises or the solvency of any person liable for the payment of the amounts then owing, and all amounts collected by the receiver shall, after expenses of the receivership, be applied to the payment of the obligations hereby secured, and the Deed of Trust Trustee, at his option, in lieu of an appointment of a receiver, shall have the right to do the same. If such receiver should be appointed or if there should be a sale of the said premises, as provided below, the City, or any person in possession of the premises thereunder, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.

(iii) The Deed of Trust Trustee shall have the right to assign to any other person, for lawful consideration, any rents, revenues, earnings, income, products and profits receivable under this Deed of Trust, provided that the proceeds of any such assignment shall be applied as provided in this Deed of Trust.

(iv) The Deed of Trust Trustee is hereby authorized and empowered to expose to sale and to sell the Mortgaged Property or such part or parts thereof or interests therein as the Deed of Trust Trustee deems prudent at public auction for cash, and upon collection of the proceeds from such sale to make and deliver a deed therefor, after first having complied with all applicable requirements of North Carolina law with respect to the exercise of powers of sale contained in deeds of trust. The City agrees that in the event of a sale hereunder, the Beneficiary shall have the right to bid at it and to become the purchaser. The Deed of Trust Trustee may require the successful bidder at any sale to deposit immediately with the Deed of Trust Trustee cash or a certified check in an amount not to exceed five percent (5%) of his bid, provided notice of such requirement is contained in the advertisement of the sale. The bid may be rejected if the deposit is not

immediately made and thereupon the next highest bidder may be declared to be the successful bidder. Such deposit shall be refunded in case a resale is had; otherwise it shall be applied to the purchase price. The sale of the Mortgaged Property or any part thereof or any interest therein, whether pursuant to judicial foreclosure, foreclosure under power of sale or otherwise under this Deed of Trust, shall forever bar any claim with respect to the Mortgaged Property by the City.

(v) To the extent permitted by law, the Beneficiary, immediately and without additional notice and without liability therefor to the City, may do or cause to be done any or all of the following: (A) take physical possession of the Mortgaged Property; (B) exercise its right to collect the rents and profits thereof; (C) enter into contracts for the completion, repair and maintenance of the Mortgaged Property; (D) expend any rents, income and profits derived from the Mortgaged Property for payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Mortgaged Property, preservation of the lien of this Deed of Trust and satisfaction and fulfillment of any liabilities or obligations of the City arising out of or in any way connected with the Mortgaged Property whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Deed of Trust; (E) enter into leases demising the Mortgaged Property or any part thereof; (F) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Deed of Trust or the Agreement or to aid the execution of any power herein granted; and (G) generally, supervise, manage, and contract with reference to the Mortgaged Property as if the Beneficiary were the equitable owner of the Mortgaged Property. The City also agrees that any of the foregoing rights and remedies of the Beneficiary may be exercised at any time independently of the exercise of any other such rights and remedies, and the Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default of the City are cured with the consent of the Beneficiary or until foreclosure and the conveyance of the Mortgaged Property to the high bidder or until the indebtedness secured hereby is otherwise satisfied or paid in full.

(vi) The Beneficiary may proceed against the fixtures referred to in Section 12 as provided in and in accordance with the applicable provisions of the Uniform Commercial Code as adopted by the State of North Carolina, as amended (the "UCC") or, at its election, may proceed and may instruct the Deed of Trust Trustee to proceed as to the portion of the Mortgaged Property constituting fixtures, in accordance with its rights and remedies with respect thereto and those granted to the Deed of Trust Trustee, all as set forth in this Deed of Trust. Subject to any limitations imposed by the applicable provisions of the UCC, the Beneficiary may sell, lease, or otherwise dispose of all or any part of the fixtures, at public or private sale, for cash or on credit, as a whole or in part, and the Beneficiary may at such sale or sales purchase the fixtures or any part thereof. The proceeds of such sale, lease, collection or other disposition shall be applied first to the costs and expenses of the Beneficiary incurred in connection with such sale, lease, collection or other disposition, and then to such outstanding balance due on any and all indebtedness owed to the Beneficiary. Further, the Beneficiary may require the City to assemble the fixtures, or evidence thereof, and make them reasonably available to the Beneficiary at one or more places to be designated by the Beneficiary which are reasonably convenient to the Beneficiary, and the Beneficiary may take possession of the

fixtures and hold, prepare for sale, lease or other disposition and sell, lease or otherwise dispose of the fixtures. Any required notice by the Beneficiary of sale or other disposition or default, when mailed to the City at its address set forth herein, shall constitute reasonable notice to the City. In addition to, but not in limitation of, any of the foregoing, the Beneficiary may exercise any or all of the rights and remedies afforded to the Beneficiary by the provisions of the UCC or otherwise afforded to the Beneficiary under this Deed of Trust, with all such rights and remedies being cumulative and not alternative, and the City agrees, to the extent permitted by law, to pay the reasonable costs of collection, including, in addition to the costs and disbursements provided by statute, reasonable attorneys' fees and legal expenses which may be incurred by the Beneficiary subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended.

In all such cases, the Beneficiary shall have the right to direct the Deed of Trust Trustee to exercise the remedies granted hereunder.

(c) The City also agrees that any of the foregoing rights and remedies of the Beneficiary may be exercised at any time independently of the exercise of any other such rights and remedies, and the Beneficiary may continue to exercise any or all such rights and remedies until the Event(s) of Default of the City are cured with the consent of the Beneficiary or until foreclosure and the conveyance of the Mortgaged Property to the high bidder or until the indebtedness secured hereby is otherwise satisfied or paid in full.

(d) The City hereby waives, to the full extent it lawfully may, the benefit of all appraisal, valuation, stay, moratorium, exemption from execution, extension and redemption laws and any statute of limitations, now or hereafter in force and all rights of marshalling in the event of the sale of the Mortgaged Property or any part thereof or any interest therein.

(e) Except as set forth in (f), the foregoing shall in no way be construed to limit the powers of sale or to restrict the discretion the Deed of Trust Trustee may have under the provisions of Article 2A of Chapter 45 of the General Statutes of North Carolina, as amended. Each legal, equitable or contractual right, power or remedy of the Deed of Trust Trustee now or hereafter provided herein or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy, and the exercise or beginning of the exercise by the Deed of Trust Trustee of any one or more of such rights, powers and remedies shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies.

**(f) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO DEFICIENCY JUDGMENT SHALL BE RENDERED AGAINST THE CITY IN ANY ACTION FOR BREACH BY THE CITY OF ITS OBLIGATIONS UNDER THE AGREEMENT OR THIS DEED OF TRUST, OR FOLLOWING THE EXERCISE BY THE CITY OF ITS RIGHT OF TERMINATION OF ITS OBLIGATION TO MAKE THE INSTALLMENT PAYMENTS AND ANY ADDITIONAL PAYMENTS UNDER THE AGREEMENT; THE REMEDIES PROVIDED UNDER THIS DEED OF TRUST, INCLUDING FORECLOSURE AND SALE OF THE MORTGAGED PROPERTY UNDER THIS DEED OF TRUST, BEING THE SOLE REMEDY GRANTED HEREBY.**

**THE TAXING POWER OF THE CITY IS NOT AND MAY NOT BE PLEDGED IN ANY WAY, DIRECTLY OR INDIRECTLY TO SECURE THE PAYMENT OF ANY MONEYS DUE UNDER THE AGREEMENT, INCLUDING THE INSTALLMENT PAYMENTS UNDER THE AGREEMENT OR ANY OTHER INSTRUMENT CONTEMPLATED HEREBY OR THEREBY.**

Section 4. Application of Proceeds. The proceeds of (a) the operation and management of the Mortgaged Property pursuant to Section 3 hereof, (b) any sale of the Mortgaged Property or any interest therein, whether pursuant to judicial foreclosure, foreclosure under power of sale or otherwise and (c) any insurance policies or eminent domain awards or other sums (other than awards or sums to which the City is entitled to under the Agreement) retained by the Deed of Trust Trustee upon the occurrence of an Event of Default shall be applied to pay:

First: The costs and expenses of sale, reasonable attorneys' fees actually incurred at standard hourly rates to the extent permitted by Section 6-21.2 of the General Statutes of North Carolina, as amended, the Beneficiary's fees and expenses, court costs, any other expenses or advances made or incurred in the protection of the rights of the Beneficiary or in the pursuance of any remedies hereunder and the Deed of Trust Trustee's commission payable under Section 5 hereof;

Second: All taxes and assessments then constituting a lien against said premises other than those advertised and sold subject to;

Third: Any indebtedness secured by this Deed of Trust and at the time due and payable (whether by acceleration or otherwise), including all amounts of principal and interest at the time due and payable with respect to the Installment Payments, and interest on any overdue principal of at a rate per annum equal to the original interest rate payable with respect to the Installment Payments; and

Fourth: The balance, if any, to the persons then entitled thereto under the Agreement.

Section 5. Deed of Trust Trustee's Commission. In the event of a consummated sale under the power of sale contained herein, the Deed of Trust Trustee's commission shall be a reasonable commission for services rendered not to exceed five percent (5%) of the highest bid thereat.

It is further provided that in the event foreclosure is terminated upon the request of the City prior to delivery of the deed by the Deed of Trust Trustee, the City shall pay the Deed of Trust Trustee all costs and expenses incident to the foreclosure, including reasonable compensation for services rendered; together with attorneys' fees actually incurred at standard hourly rates to the extent permitted by Section 6-21.2 of the General Statutes of North Carolina, as amended.

It is further provided that the compensation herein allowed to the Deed of Trust Trustee shall constitute indebtedness secured hereby on the Mortgaged Property immediately upon request of sale.

Section 6. General Covenant. The City shall pay the amounts due under the Agreement and shall observe and perform all covenants, conditions and agreements contained in the Agreement, and any amendments and supplements thereto.

Section 7. Payment of Costs, Attorneys' Fees and Expenses. The City shall pay, to the extent permitted by law, any and all costs, attorneys' fees and other expenses of whatever kind incurred by the Beneficiary or the Deed of Trust Trustee in connection with (a) obtaining possession of the Mortgaged Property, (b) the protection and preservation of the Mortgaged Property, (c) the collection of any sum or sums secured hereby, (d) any litigation involving the Mortgaged Property, this trust, any benefit accruing by virtue of the provisions hereof, or the rights of the Deed of Trust Trustee or the Beneficiary, (e) the presentation of any claim under any administrative or other proceeding in which proof of claim is required by law to be filed, (f) any additional examination of the title to the Mortgaged Property which may be reasonably required by the Beneficiary or the Deed of Trust Trustee, (g) taking any steps whatsoever in enforcing this Deed of Trust, claiming any benefit accruing by virtue of the provisions hereof, or exercising the rights of the Beneficiary hereunder, or (h) any proceeding, legal or otherwise, which the Beneficiary shall deem necessary to sustain the lien of this Deed of Trust or its priority. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 8. Insurance and Taxes. Pursuant to the Agreement, the City will obtain and maintain certain insurance and will pay all lawful taxes, assessments and charges, if any, at any time levied or assessed upon or against the Mortgaged Property or any part thereof; provided, however, that nothing contained in this Deed of Trust shall require the maintenance of insurance or the payment of any such taxes, assessments or charges if the same are not required to be paid under the Agreement. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 9. No Assignment or Encumbrance of Mortgaged Property. Except as permitted by the Agreement and this Deed of Trust, the City shall not sell, transfer, exchange, lease, mortgage, encumber, pledge, assign or otherwise dispose of the Mortgaged Property or any interest therein or part thereof without the prior written consent of the Beneficiary. Any such disposition or encumbrance of the Mortgaged Property or any interest therein or any part thereof other than Permitted Encumbrances without such prior written consent shall, at the option of the Beneficiary, constitute a default hereunder, giving rise to all of the remedies herein provided for an Event of Default.

Section 10. Advances by Beneficiary. The Beneficiary is authorized, but is not required to, for the account of the City, to make any required payments under any lien prior hereto or under this Deed of Trust, the non-payment of which would constitute a default, including but not limited to principal payments, interest payments, premium payments, if any, taxes and insurance premiums. All sums so advanced shall attach to and become part of the debt secured hereby, shall become payable at any time on demand therefor and, from the date of the advance to the date of repayment, any sum so advanced shall bear interest at a rate of five percent (5%) per annum. The failure to make payment on demand shall, at the option of the Beneficiary,

constitute a default hereunder, giving rise to all of the remedies herein provided for an Event of Default. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 11. The Deed of Trust Trustee. The Deed of Trust Trustee shall be under no duty to take any action hereunder except as expressly required, or to perform any act which would involve him in expense or liability or to institute or defend any suit in respect hereof, unless properly indemnified to his satisfaction by the Beneficiary. All reasonable expenses, charges, counsel fees and other disbursements incurred by the Deed of Trust Trustee in and about the administration and execution of the trusts hereby created, and the performance of its duties and powers hereunder, shall, to the extent permitted by law, be secured by this Deed of Trust prior to the indebtedness represented by the Agreement, and such amounts not paid when due shall, to the extent permitted by law, bear interest at a rate of five percent (5%) per annum. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 12. Security Interest in Fixtures. **COLLATERAL IS OR INCLUDES FIXTURES.** With respect to any portion of the Mortgaged Property which is or may become fixtures, this Deed of Trust shall constitute a financing statement filed as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

Section 13. Leases. The City shall keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed or performed under any leases involving all or any part of the Mortgaged Property, shall require tenants to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any such leases and shall not suffer or permit any breach or default to occur with respect to the foregoing. In the event of a default by the City under any lease involving all or any part of the Mortgaged Property, the Beneficiary shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions or provisions of such leases, and to add any expense incurred in connection therewith to the debt secured hereby. Any such expense incurred by the Beneficiary shall be immediately due and payable. If the City shall fail to make any payment required to be made by the foregoing covenant, however, such amount shall be payable solely from the amounts realized upon the enforcement of the remedies set forth in Section 3 of this Deed of Trust.

Section 14. Additional Documents. The City agrees to execute and deliver to the Beneficiary, concurrently with the execution of this Deed of Trust and upon the request of the Beneficiary from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the lien or security interest created hereby. For the period in which the indebtedness of the City to the Beneficiary remains unpaid, the City hereby irrevocably makes, constitutes and appoints the Beneficiary as the true and lawful attorney in fact of the City, to the extent permitted by law, to sign the name of the City on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interests.

Section 15. Environmental Issues. The City for itself, its successors and assigns represents, warrants and agrees that, except as disclosed in writing to the Beneficiary by the City, (a) neither the City nor, to the best of the City's knowledge, any other person has improperly used or installed any Hazardous Material (as hereinafter defined) on the Mortgaged Property or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Mortgaged Property; (b) neither the City nor, to the best of the City's knowledge, any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Mortgaged Property; (c) to the best of the City's knowledge, the Mortgaged Property is presently in compliance with all Environmental Laws and there are no circumstances presently existing upon or under the Mortgaged Property, or relating to the Mortgaged Property which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against the City relating to the Mortgaged Property (or against any other party relating to the Mortgaged Property) seeking to enforce any right or remedy under any of the Environmental Laws; (d) the Mortgaged Property shall be used to generate, manufacture, refine, transport, treat, store, handle, dispose, produce or process Hazardous Materials only in accordance with all applicable Environmental Laws; (e) the City shall not cause nor permit the improper installation of Hazardous Materials in the Mortgaged Property nor a release of Hazardous Materials on the Mortgaged Property; (f) the City shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Mortgaged Property and shall keep the Mortgaged Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the City has obtained and will at all times continue to obtain and/or maintain all licenses, permits, and/or other governmental or regulatory actions necessary to comply with Environmental Laws with respect to the Mortgaged Property (the "Permits"), and the City is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits; (h) the City shall immediately give the Beneficiary oral and written notice in the event that the City receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Mortgaged Property and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Mortgaged Property in accordance with all applicable Environmental Laws. To the extent permitted by law, the City hereby agrees to defend and indemnify the Deed of Trust Trustee and the Beneficiary and hold them harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the Deed of Trust Trustee or the Beneficiary for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape, spillage, emission or release from the Mortgaged Property of any Hazardous Material regardless of whether or not caused by or within the control of the City, (b) the violation of any Environmental Laws relating to or affecting the Mortgaged Property, whether or not caused by or within the control of the City, (c) the failure by the City to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by the City in this paragraph being false or untrue in any material respect. In the event that the Beneficiary elects to control, operate, sell or otherwise claim property rights in the Mortgaged Property, the City shall deliver the Mortgaged Property free of any and all Hazardous Materials so that the conditions of the Mortgaged Property shall conform with all applicable Environmental Laws. To the extent

permitted by law, prior to any such delivery of the Mortgaged Property, the City shall pay to the Beneficiary from its own funds any amounts required to be paid under the indemnification provisions set forth above. For purposes of this Deed of Trust, "Hazardous Material" means and includes petroleum products, any flammable explosives, radioactive materials, hazardous materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Environmental Laws. For the purposes of this Deed of Trust, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Oil Pollution Act of 1990, the Emergency Planning and Right-to-Know Act, the Clean Water Act, the Clean Air Act, the Toxic Substance Control Act, the Resource Conservation and Recovery Act, any "Super Fund" or "Super Lien" law (including in all cases any regulations promulgated thereunder), or any other federal, state, or local law, regulation or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials, as may now or at any time hereafter be in effect. The obligations and liabilities of the City under this paragraph shall survive the foreclosure of the Deed of Trust, the delivery of a deed in lieu of foreclosure, and the cancellation of this Deed of Trust; or if otherwise expressly permitted in writing by the Beneficiary, the sale or alienation of any part of the Mortgaged Property.

Section 16. Miscellaneous. (a) Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and, unless otherwise provided herein, shall be deemed to have been given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows: (a) if to the City, at City of Greenville, North Carolina, 200 West 5<sup>th</sup> Street, Greenville, North Carolina 27858-1824, Attention: Director of Financial Services; (b) if to the Beneficiary, to Banc of America Public Capital Corp, 111 E. Main Street, 18<sup>th</sup> Floor Richmond, VA 23832 and (c) if to the Deed of Trust Trustee, \_\_\_\_\_.

The City, the Deed of Trust Trustee and the Beneficiary may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

(b) Substitution of Deed of Trust Trustee. The City and the Deed of Trust Trustee covenant and agree to and with the Beneficiary that in case the Deed of Trust Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder the Beneficiary desires to replace the Deed of Trust Trustee, then the Beneficiary may appoint, in writing, a trustee to take the place of the Deed of Trust Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Deed of Trust Trustee. This granting of power to the Beneficiary is coupled with an interest and is irrevocable.

(c) Successors and Assigns. This Deed of Trust shall inure to the benefit of and be enforceable by the Deed of Trust Trustee and the Beneficiary and their respective successors and assigns.

(d) Amendments and Supplements. This Deed of Trust may be amended and supplemented only as provided in the Agreement.

(e) Applicable Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of North Carolina.

(f) Execution in Counterparts. This Deed of Trust may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(g) Severability. In the event any term, provision or covenant herein contained or the application thereof to any circumstances or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or provision or covenant to any other circumstances or situation shall not be affected thereby, and every other term, provision or covenant herein shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the City has caused this Deed of Trust to be executed in its name by the City Manager of the City and its seal to be impressed hereon and attested by the City Clerk of the City, all as of the date first above written.

CITY OF GREENVILLE, NORTH CAROLINA

[SEAL]

By: \_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City Clerk

**ACKNOWLEDGEMENT FOR CITY**

STATE OF NORTH CAROLINA

COUNTY OF PITT

This \_\_\_ day of October, 2012, personally came before me, a Notary Public in and for the said County and State, Carol L. Barwick, who, being by me duly sworn, says that she is the City Clerk of the City of Greenville, North Carolina, a municipal corporation existing under the laws of the State of North Carolina and acting through its City Council, and by authority duly given and as the act of said City, the foregoing instrument was signed in its name by Thomas M. Moton, Jr., as the City Manager of said City, sealed with its seal and attested by herself as the City Clerk.

Witness my hand and notarial seal this \_\_\_ day of October, 2012.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

(Notarial Seal)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION OF THE MAIN LIBRARY SITE

The tracts or parcels constituting the Main Library Site are as follows:

LEGAL DESCRIPTION FOR PROPERTY OWNED BY THE CITY OF GREENVILLE AS DESCRIBED IN DEED BOOK J-26 PAGE 438, DEED BOOK X-45 PAGE 324, DEED BOOK 1120 PG 499 AND AS SHOWN IN MAP BOOK 50 PAGE 134 AND MAP BOOK 69 PAGE 13.

LYING AND BEING IN THE CITY OF GREENVILLE, PITT COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF DICKINSON AVENUE AND THE WESTERN RIGHT-OF-WAY OF EVANS STREET, SAID POINT LYING S03°50'09"E 1046.65 FEET FROM AN EAST GROUP CONTROL POINT HAVING AND 83 GRID COORDINATES N (Y) = 681,942.206 E (X) = 2,483,370.522; THENCE FROM SAID POINT OF BEGINNING ALONG THE WESTERN RIGHT-OF-WAY OF EVANS STREET S10°50'15"W 270.06 FEET TO A POINT IN THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF READE CIRCLE AND THE WESTERN RIGHT-OF-WAY OF EVANS STREET; THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF READE CIRCLE N79°58'06"W 48.43 FEET TO A POINT; THENCE N74°09'31"W 50.00 FEET TO A POINT; THENCE N70°16'14"W 50.00 FEET TO A POINT; THENCE N66°28'53"W 47.45 FEET TO A POINT; THENCE N62°52'11"W 45.35 FEET TO A POINT; THENCE N58°14'55"W 23.89 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY THENCE N32°44'01"E 38.04 FEET TO A POINT; THENCE N10°47'04"E 140.55 FEET TO A POINT; THENCE N53°42'19"E 11.87 FEET TO A POINT IN THE SOUTHERN RIGHT-OF-WAY OF DICKINSON AVENUE; THENCE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING AND DISTANCE OF N64°35'51"E 30.85 FEET AND A RADIUS OF 175.00 FEET TO A POINT; THENCE N59°32'28"E 27.45 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF N80°11'19"E 88.15 FEET AND A RADIUS OF 125.00 FEET TO A POINT; THENCE S79°09'50"E 84.64 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF S34°09'50"E 35.36 FEET AND A RADIUS OF 25.00 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 1.52 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF JAYCEE PARK RECREATION  
CENTER/EAST BRANCH LIBRARY SITE

The tracts or parcels constituting the Jaycee Park Recreation Center/East Branch Library Site are as follows:

Being all of the certain tracts of land lying in the City of Greenville, in Greenville Township, Pitt County, North Carolina, being located north of the end of Laura Lane (Map Book 26 Page 76) existing rights of way and east of East Wright Road (Map Book 8 Page 85). The point of beginning being located N 57°37'00" E 101.21' from the northeast intersection of Fletcher Place and Laura Lane rights of ways to a point, thence S 32°26'00" E 50.00' to the point of beginning, said point being an existing concrete monument. Thence from the point of beginning N 32°26'00" W 643.38' to new iron pipe in line, thence continuing with the same line N 32°26'00" W 25.00' to a non-monumented point located in the center of Reedy Branch, thence with the center of Reedy Branch S 76°44'06" E 12.30', thence N 77°15'40" E 18.64', thence N 55°37'35" E 77.88', thence N 66°27'51" E 66.30', thence N 44°05'08" E 14.37', thence N 52°38'04" E 44.89', thence N 25°37'04" E 35.18', thence N 47°37'33" E 84.07', thence N 10°43'03" E 33.71', thence N 00°56'13" W 24.99', thence N 20°26'24" E 91.13', thence N 12°21'01" W 31.54', thence N 19°43'05" E 102.66', thence N 06°16'54" E 41.63', thence N 12°49'58" W 49.49' to a non-monumented point located in the center of Reedy Branch, thence S 50°15'00" E 25.00' to a new iron pipe in line, thence continuing with the same line S 50°15'00" E 902.04' to a new nail set in the western rights of way of Cedar Lane, thence with the western rights of way S 39°45'00" W 16.00' to a new nail set at the end of Cedar Lane's western rights of way, thence with the southern end of Cedar Lane's rights of way and beyond S 53°27'00" E 77.07' to a new iron pipe, thence S 57°37'00" W 880.21' to the point of beginning. Being all of Deed Book E-45 Page 181, Deed Book 325 Page 397, Deed Book Y-39 Page 234 and Map Book 25 Page 43 of the Pitt County Registry, containing 13.06 acres more or less. Reference is made to the map recorded in Map Book 50, Page 133 of the Pitt County Registry for a more accurate description.

LEGAL DESCRIPTION OF THE  
SOUTHSIDE RECREATION CENTER SITE

The tracts or parcels of land constituting the Southside Recreation Center Site are as follows:

Lying and being in Winterville Township, Pitt County, North Carolina, and being located west of NCSR 1709 (Corey Road), and BEGINNING at a nail found in the centerline of NCSR 1709 at a point located the following calls and distances from a P.K. nail found in the intersection of the centerline of said road with the centerline of NCSR 1711 (D.H. Conley Road): N 18-10-58 W 612.132 feet to a nail found in the centerline of NCSR 1709, and N 17-57-38 W 267.828 feet to the point of BEGINNING; and from said point of BEGINNING running along the line of Phillip W. Worthington in the centerline of a ditch as described in Deed Book W53 at page 821 of the Pitt County Registry S 65-47-22 W 200.00 feet; thence continuing along the centerline of said ditch and the line of David Norman Worthington as described in Deed Book J-28 at Page 90 of the Pitt County Registry the following calls and distances: S 68-59-42 W 193.254 feet, S 53-25-

04 W 94.930 feet, S 69-51-56 W 221.679 feet, S 75-12-51 W 163.702 feet, S 74-48-15 W 94.511 feet, S 85-34-00 W 87.320 feet, S 88-25-05 W 205.766 feet, S 76-41-10 W 165.875 feet, N 83-40-21 W 105.439 feet, S 76-11-11 W 65.533 feet, and S 58-38-55 W 190.445 feet to a 36 inch gum with old wire at the end of said ditch; thence continuing along the David Norman Worthington line N 88-13-54 W 1545.354 feet to a new iron pipe set in a corner and N 01-43-00 E 171.600 feet to a 36 inch gum with wire in the property line of Julian J. Worthington as described in Deed of record in Deed Book G24, at Page 146 of the Pitt County Registry; thence along said line of Julian J. Worthington and continuing on to the property of Eva Corbett as described in Deed Book C20 at Page 279 of the Pitt County Registry N 35-43-00 E 248.505 feet to a new iron pipe; thence continuing along the line of Eva Corbett the following calls and distances: N 12-48-37 E 662.638 feet to a new iron pipe, N 85-38-08 E 214.951 feet to a new iron pipe, N 17-47-24 E 301.521 feet, and N 15-48-04 E 119.252 feet to a new iron pipe in the line of Cleveewood Subdivision, Section II, Phase II, as shown in Plat Book 36 at Page 137 of the Pitt County Registry; thence along said line of Cleveewood Subdivision S 88-01-11 E 97.356 feet to a point in the line of Vance Taylor Corey as shown in Deed Book D44 at Page 608 of the Pitt County Registry; thence along the line of Vance Taylor Corey the following calls and distances: S 86-13-29 E 628.686 feet to a new iron pipe at a corner, N 01-00-17 W 316.800 feet to a new iron pipe at a corner, S 87-15-17 E 221.100 feet to a point in the centerline of a ditch, thence continuing along the centerline of the ditch N 75-44-43 E 135.300 feet, S 70-38-48 E 124.883 feet, S 57-56-09 E 175.094 feet, S 76-28-37 E 91.238 feet, S 76-42-44 E 228.790 feet, S 76-50-33 E 399.186 feet, and S 62-36-10 E 354.849 feet to a P.K. nail set in the centerline of NCSR 1709; thence along the centerline of NCSR 1709 the following calls and distances: along an arc curving to the left S 14-42-53 E a chord distance of 301.299 feet, S 17-06-25 E 299.806 feet, and S 17-19-21 E 246.389 feet to the point and place of BEGINNING; containing 92.21 acres, more or less; as shown on "Survey for Sue W. Taylor and Jimmy R. Worthington" by McDavid Associates, Inc. dated June 2, 1992, revised June 23, 1992, reference to which is directed.

## LEGAL DESCRIPTION OF THE CITY HALL AND GUC BUILDING SITE

The tracts or parcels constituting the City Hall and GUC Building Site are as follows:

### Parcel One

Lying and being in the City of Greenville, Greenville Township, Pitt County, North Carolina, and BEING all of that certain parcel of land identified as Parcel One (1), containing .81 acre, more or less, shown on map entitled "Recombination map for the City of Greenville and Greenville Utilities Commission" dated July 20, 2004, prepared by the East Group (Surveyors), and recorded in Map Book 61, Page 188, Pitt County Registry. Reference is further made to deeds recorded in Book 1539, Page 689 and Book 1538, Page 393, Pitt County Registry; **together with ingress/egress Easement identified and located on Parcel Two (2) of said recorded map as "PROPOSED ACCESS EASEMENT."**

Parcel Two

Lying and being in the City of Greenville, Greenville Township, Pitt County, North Carolina, and BEING that certain “**PROPOSED ACCESS EASEMENT**” located on Parcel Two (2), shown on map entitled “Recombination Map for the City of Greenville and Greenville Utilities Commission,” dated July 20, 2004, and recorded in Map Book 61, Page 188, Pitt County Registry. Reference is further made to deeds recorded in Book 1539, Page 689 and Book 1538, Page 393, Pitt County Registry.

Parcel Three

City Hall Bldg. – Parcel Number 28977

Lying and being in the City of Greenville, Greenville Township, Pitt County, North Carolina, bounded on the North by 5<sup>th</sup> Street (Martin Luther King Jr. Blvd.) and on the East by Washington Street, containing approximately .39 acre described as Tract No. Two on map entitled “Survey for Jarvis Memorial Church and City of Greenville,” dated September 25, 1998 and recorded in Map Book 50, Page 135, Pitt County Registry. Also being a portion of property described in deed dated October 15, 1938, from Charles James, et als, to the Town of Greenville, recorded in Deed Book M22, Page 512, Pitt County Registry.

Subject to Deed of Easement granted to Jarvis Memorial United Methodist Church as shown on map recorded in Deed Book 1120, Page 730, Pitt County Registry.

EXHIBIT B

LIST OF ENCUMBRANCES

1. Telephone Line Permit recorded in Book W25, Page 577, in the Pitt County Registry. (Jaycee Park Recreation Center/East Branch Library Site)
2. Right(s) of way Agreement recorded in Book W27, Page 82, in the Pitt County Registry (Jaycee Park Recreation Center/East Branch Library Site)
3. Utility easement(s) recorded in Book V49, Page 81 in the Pitt County Registry. (Jaycee Park Recreation Center/East Branch Library Site)
4. Right(s) of others including riparian, littoral, rights to traverse and of drainage over, in and to the waters of any branch, river, stream, creek, lake, canal, ditch or other watercourse which joins or traverses the land. (Jaycee Park Recreation Center/East Branch Library Site and Southside Recreation Center Site)
5. Rural Line Permit recorded in Book L26, Page 290 in the Pitt County Registry. (Southside Recreation Center Site)
6. Easement/Right of way recorded in Book 37, page 336, in the Pitt County Registry. (Southside Recreation Center Site)
7. Encroachment of ball field, tennis court and skate park onto land adjoining Mortgaged Property.

## BOND DEBT SERVICE

CITY OF GREENVILLE, NORTH CAROLINA  
Installment Purchase Financing of 2009 IP and 2004 COPs  
Estimated as of August 8, 2012

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2012	1,110,000	2.250%	62,328.13	1,172,328.13	
06/01/2013	1,115,000	2.250%	211,893.75	1,326,893.75	
06/30/2013					2,499,221.88
12/01/2013	1,005,000	2.250%	199,350.00	1,204,350.00	
06/01/2014	1,015,000	2.250%	188,043.75	1,203,043.75	
06/30/2014					2,407,393.75
12/01/2014	990,000	2.250%	176,625.00	1,166,625.00	
06/01/2015	1,000,000	2.250%	165,487.50	1,165,487.50	
06/30/2015					2,332,112.50
12/01/2015	985,000	2.250%	154,237.50	1,139,237.50	
06/01/2016	985,000	2.250%	143,156.25	1,128,156.25	
06/30/2016					2,267,393.75
12/01/2016	940,000	2.250%	132,075.00	1,072,075.00	
06/01/2017	940,000	2.250%	121,500.00	1,061,500.00	
06/30/2017					2,133,575.00
12/01/2017	920,000	2.250%	110,925.00	1,030,925.00	
06/01/2018	920,000	2.250%	100,575.00	1,020,575.00	
06/30/2018					2,051,500.00
12/01/2018	900,000	2.250%	90,225.00	990,225.00	
06/01/2019	895,000	2.250%	80,100.00	975,100.00	
06/30/2019					1,965,325.00
12/01/2019	875,000	2.250%	70,031.25	945,031.25	
06/01/2020	885,000	2.250%	60,187.50	945,187.50	
06/30/2020					1,890,218.75
12/01/2020	570,000	2.250%	50,231.25	620,231.25	
06/01/2021	560,000	2.250%	43,818.75	603,818.75	
06/30/2021					1,224,050.00
12/01/2021	550,000	2.250%	37,518.75	587,518.75	
06/01/2022	550,000	2.250%	31,331.25	581,331.25	
06/30/2022					1,168,850.00
12/01/2022	535,000	2.250%	25,143.75	560,143.75	
06/01/2023	535,000	2.250%	19,125.00	554,125.00	
06/30/2023					1,114,268.75
12/01/2023	525,000	2.250%	13,106.25	538,106.25	
06/01/2024	525,000	2.250%	7,200.00	532,200.00	
06/30/2024					1,070,306.25
12/01/2024	115,000	2.250%	1,293.75	116,293.75	
06/30/2025					116,293.75
	19,945,000		2,295,509.38	22,240,509.38	22,240,509.38

\$15,985,000  
City of Greenville, North Carolina  
Existing Certificates of Participation

Series 2004  
Schedule of Debt Service

Interest Payment Date	Principal Repayment	Interest Rate	Interest per Maturity	Interest Payment	Period Total	Fiscal Total
December-12			0.00	218,929.38	218,929.38	
June-13	<b>315,000.00</b>	3.750%	5,906.25	218,929.38	1,033,929.38	\$1,252,858.75
	<b>500,000.00</b>	4.000%	10,000.00			
December-13			0.00	203,023.13	203,023.13	
June-14	<b>815,000.00</b>	3.750%	15,281.25	203,023.13	1,018,023.13	\$1,221,046.25
December-14			0.00	187,741.88	187,741.88	
June-15	<b>815,000.00</b>	3.625%	14,771.88	187,741.88	1,002,741.88	\$1,190,483.75
December-15			0.00	172,970.00	172,970.00	
June-16	<b>815,000.00</b>	3.750%	15,281.25	172,970.00	987,970.00	\$1,160,940.00
December-16			0.00	157,688.75	157,688.75	
June-17			0.00	157,688.75	157,688.75	\$315,377.50
December-17			0.00	157,688.75	157,688.75	
June-18	<b>100,000.00</b>	4.000%	2,000.00	157,688.75	1,787,688.75	\$1,945,377.50
	<b>1,530,000.00</b>	5.250%	40,162.50			
December-18			0.00	115,526.25	115,526.25	
June-19	<b>810,000.00</b>	4.000%	16,200.00	115,526.25	925,526.25	\$1,041,052.50
December-19			0.00	99,326.25	99,326.25	
June-20			0.00	99,326.25	99,326.25	\$198,652.50
December-20			0.00	99,326.25	99,326.25	
June-21	<b>250,000.00</b>	5.250%	6,562.50	99,326.25	349,326.25	\$448,652.50
December-21			0.00	92,763.75	92,763.75	
June-22	<b>2,180,000.00</b>	5.250%	57,225.00	92,763.75	2,272,763.75	\$2,365,527.50
December-22			0.00	35,538.75	35,538.75	
June-23	<b>810,000.00</b>	4.375%	17,718.75	35,538.75	845,538.75	\$881,077.50
December-23			0.00	17,820.00	17,820.00	
June-24	<b>810,000.00</b>	4.400%	17,820.00	17,820.00	827,820.00	\$845,640.00
December-24			0.00	0.00	0.00	
<b>TOTALS</b>	<b>\$15,985,000.00</b>			<b>\$7,285,938.82</b>	<b>\$23,270,947.82</b>	<b>\$23,270,947.82</b>

**\*\*On 6-1-2020 there is a Mandatory Sinking Fund (Redemption) of \$810,000 and 6-1-2021 of \$560,000. This will change the interest figures on the original amortization schedule causing it not to match the above ledger.**

FINAL

**\$12,013,516**

City of Greenville, North Carolina  
 Installment Purchase, Series 2009  
 New Money & Refunding

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
12/01/2009	156,967.60	3.790%	217,538.08	374,505.68
06/01/2010	847,458.85	3.790%	224,681.60	1,072,140.45
12/01/2010	156,967.60 ✓	3.790%	208,622.25 ✓	365,589.85
06/01/2011	838,358.67 ✓	3.790%	205,647.71 ✓	1,044,006.38
12/01/2011	156,967.59 ✓	3.790%	189,760.82 ✓	346,728.41
06/01/2012	834,283.39 ✓	3.790%	186,786.28 ✓	1,021,069.67
12/01/2012	156,967.59 ✓	3.790%	170,976.61 ✓	327,944.20
06/01/2013	829,403.65 ✓	3.790%	168,002.07 ✓	997,405.72
12/01/2013	156,967.59 ✓	3.790%	152,284.87 ✓	309,252.46
06/01/2014	839,013.97 ✓	3.790%	149,310.34 ✓	988,324.31
12/01/2014	156,967.59 ✓	3.790%	133,411.02 ✓	290,378.61
06/01/2015	832,444.79 ✓	3.790%	130,436.49 ✓	962,881.28
12/01/2015	156,967.59 ✓	3.790%	114,661.66 ✓	271,629.25
06/01/2016	830,626.61 ✓	3.790%	111,687.12 ✓	942,313.73
12/01/2016	156,967.59 ✓	3.790%	95,946.75 ✓	252,914.34
06/01/2017	763,495.80 ✓	3.790%	92,972.21 ✓	856,468.01
12/01/2017	156,967.59 ✓	3.790%	78,503.97 ✓	235,471.56
06/01/2018	760,983.22 ✓	3.790%	75,529.43 ✓	836,512.65
12/01/2018	156,967.59 ✓	3.790%	61,108.80 ✓	218,076.39
06/01/2019	753,125.41 ✓	3.790%	58,134.26 ✓	811,259.67
12/01/2019	156,967.59 ✓	3.790%	43,862.53 ✓	200,830.12
06/01/2020	744,969.79 ✓	3.790%	40,888.00 ✓	785,857.79
12/01/2020	156,967.59 ✓	3.790%	26,770.82 ✓	183,738.41
06/01/2021	156,967.59 ✓	3.790%	23,796.29 ✓	180,763.88
12/01/2021	156,967.59 ✓	3.790%	20,821.75 ✓	177,789.34
06/01/2022	156,967.59 ✓	3.790%	17,847.21 ✓	174,814.80
12/01/2022	156,967.59 ✓	3.790%	14,872.68 ✓	171,840.27
06/01/2023	156,967.59 ✓	3.790%	11,898.14 ✓	168,865.73
12/01/2023	156,967.59 ✓	3.790%	8,923.61 ✓	165,891.20
06/01/2024	156,967.59 ✓	3.790%	5,949.07 ✓	162,916.66
12/01/2024	156,967.59 ✓	3.790%	2,974.54 ✓	159,942.13
<b>Total</b>	<b>\$12,013,515.97</b>	<b>-</b>	<b>\$3,044,606.98</b>	<b>\$15,058,122.95</b>

**Yield Statistics**

Bond Year Dollars	\$80,332.64
Average Life	6.687 Years
Average Coupon	3.7900000%
Net Interest Cost (NIC)	3.7900000%
True Interest Cost (TIC)	3.7901319%
Bond Yield for Arbitrage Purposes	3.7901319%
All Inclusive Cost (AIC)	3.9311885%

**IRS Form 8038**

Net Interest Cost	3.7900000%
Weighted Average Maturity	6.687 Years