



# Agenda

## Greenville City Council

September 10, 2007  
6:00 PM  
City Council Chambers  
200 West Fifth Street

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**I. Call Meeting To Order**

**II. Invocation - Council Member Little**

**III. Pledge of Allegiance**

**IV. Roll Call**

**V. Approval of Agenda**

**VI. Consent Agenda**

1. Minutes for the August 6, 2007 and August 9, 2007 City Council meetings
2. Resolution amending the Board and Commission Policy to include the Investment Advisory Committee
3. Resolution accepting dedication of rights-of-way and easements for Corey Ridge, Section Two, Phase Two; Stonehenge Office Park; Birch Place, Treetops Subdivision; Charleston Village, Section 1, Phase 1; Charleston Village, Section 1, Phase 2; and Savannah Place, Section 3
4. Authorization for Greenville Utilities Commission to submit a grant application for Aquifer Storage and Recovery (ASR) Wellhead Facilities Project
5. Ordinance establishing a Sewer Capital Projects Budget for the Stokes and Pactolus Schools sewer extensions
6. Capital Projects Budget Ordinance and Reimbursement Resolution for Greenville Utilities Commission River Hill Annexation Sewer Project

7. Capital Project Budget Ordinance and Reimbursement Resolution for Greenville Utilities Commission Gas Distribution System SCADA Upgrade Project

**VII. New Business**

8. Presentations by boards and commissions
  - a. Human Relations Council
  - b. Youth Council
9. Presentation of the annual audit for the fiscal year ended June 30, 2007
10. Resolution authorizing the lease by the negotiated offer, advertisement, and upset bid method of property to Place Acquisition, LLC

**VIII. Review of September 13, 2007 City Council agenda**

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

**X. City Manager's Report**

**XI. Closed Session**

- To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being the Open Meetings Law
- To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body

**XII. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 9/10/2007  
Time: 6:00 PM

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**Title of Item:** Minutes for the August 6, 2007 and August 9, 2007 City Council meetings

**Explanation:** Minutes of the August 6, 2007 and August 9, 2007 City Council meetings have been prepared and are ready for consideration by City Council.

**Fiscal Note:** None

**Recommendation:** Approval of the August 6, 2007 and August 9, 2007 City Council minutes.

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**Attachments / click to download**

[August 6 2007 City Council Meeting 709762](#)

[August 9 2007 City Council Meeting Minutes 710721](#)

## MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC  
August 6, 2007

The Greenville City Council met in a regular meeting on the above date at 6:00 PM in the City Council Chambers, third floor of City Hall, with Mayor Robert D. Parrott presiding. The meeting was called to order, followed by the invocation by Council Member Glover and the pledge of allegiance to the flag. The following were present.

Mayor Robert D. Parrott  
Mayor Pro-Tem Mildred A. Council  
Council Member Ray Craft  
Council Member Pat Dunn  
Council Member Rose H. Glover  
Council Member Chip Little  
Council Member Larry Spell  
Wayne Bowers, City Manager  
Patricia A. Sugg, Deputy City Clerk  
David A. Holec, City Attorney

### APPROVAL OF AGENDA

Motion was made by Council Member Glover and seconded by Council Member Spell to approve the agenda as presented. Motion carried unanimously.

### CONSENT AGENDA - APPROVED

Motion was made by Council Member Craft and seconded by Council Member Spell to approve all the items under the consent agenda as listed below. Motion carried unanimously.

- (1) Minutes from the June 11 and 14, 2007 City Council meetings
- (2) Resolution amending the Board and Commission Policy by removing references to the Citizen Advisory Commission on Cable Television (Resolution No. 07- 43)
- (3) Appointment Reporting 2006-2007 County and Municipality Appointments Forms
- (4) Resolution accepting dedication of rights-of-way and easements for Cross Creek Townhomes; Davencroft, Phase One; South Pointe, Sections 2 and 3; Vancroft Townhomes, Lot 104, Section 2; Vancroft, Section 2; Bedford, Section 10, Phase 2; and Taberna, Phase 3 (Resolution No. 07- 44)
- (5) Contract award for Colonial Heights Drainage Improvements Project (Contract No. 07-1612)
- (6) Contract award for Westhaven Drainage Improvements Project (Contract No. 07-1613)
- (7) Police Department use of the Governor's Highway Safety Program law enforcement liaison grant

(8)	Report on bids awarded			
	<u>Date</u>	<u>Item Description</u>	<u>Awarded To</u>	<u>Amount</u>
	5/23/2007	Replace Overhead Doors	East Carolina	\$67,720
	6/04/2007	Moseley Parking Lot Renovations	Moseley Construction Co.	\$67,461
	6/26/2007	10 Digital Eyewitness Camera Systems	B & G Electronics, Inc.	\$57,200
	6/29/2007	25 Panasonic Toughbook CF-30 Computers	CDW Government, Inc.	\$86,200
(9)	Various tax refunds			
	<u>Name</u>	<u>Reason</u>		<u>Amount</u>
	Joyce Hardee McRoy	Refund of City Taxes Paid		\$143.74
	Sutton Service Center, Inc.	Refund of City Taxes Paid		\$240.59
	Leigh Lennon McManus	Refund of City Taxes Paid		\$178.81
	Bruce H. and Donna S. Simpkins	Refund of City Taxes Paid		\$132.55
	Laura E. and Carlos M. Sambrano Peralty	Refund of City Taxes Paid		\$102.03
	Rodney E. and Marie D. Jones	Refund of City Taxes Paid		\$148.58
	Maxine A. Speight and Hilda Jones	Land valued incorrectly due to Appraisal error for years 2005, 2004, 2003		\$378.66

Motion was made by Council Member Craft and seconded by Council Member Little to approve the agenda as presented. Motion carried unanimously.

RESOLUTION TO CLOSE PORTIONS OF WASHINGTON STREET, WEST SIXTH STREET, AND DICKINSON AVENUE – ADOPTED

City Manager Bowers reported that this is a resolution to close portions of Washington Street, West Sixth Street, and Dickinson Avenue. This item was a subject of a public hearing held on June 14, 2007. The City Council voted to carry the item over to the August 6, 2007 City Council Meeting. The City Council at that time made motions requesting that staff arrange a meeting with representatives from Jarvis Church and from Uptown Greenville to discuss the proposed street closings. Staff arranged the meeting and it was conducted on July 26, 2007. The second motion was made at that time on June 14, 2007 that City staff look at additional funds that might go into the street closing project. The Capital Reserve account was identified as a potential alternative funding source. There are funds in Capital Reserve that are designated for various different projects. There is approximately \$3.6 million designated for a parking garage. One alternative is to purchase two parcels of land adjacent to the Library as a general government expense that would be \$921,000 which would leave \$832,455, of the total of \$1.7 million to come from the bond funds that were sold for the Center City Revitalization. The staff's recommendation goes further to say that Council can use any combination of Capital Reserve and bond funds. Both are legitimate and legal uses of those funds. It appears to the satisfaction of City Council that closing the streets is not contrary to the public interest and that no individual owning property in the vicinity of the street or in the subdivision in which the streets are located

would be deprived as results of the closing of reasonable means of egress and ingress to the individuals' property.

Council Member Spell stated that he initially supported the plan because there were definite valid points and a definite need to obtain secure parking for the Library. It is the City's long term interest to secure parking for Sheppard Library. Council Member Spell further stated that in the weeks that followed the original meeting he had determined that the price was too high to pay and was glad to hear that as part of the motion the money would be obtained from other sources. To disrupt Greenville's infrastructure is too high of a cost to pay to secure more parking spaces. There are several negative aspects such as the money issue. Whether the money comes from the bonds or other sources of public money it is still coming from public money. Council Member Spell added that with the calculations given, at the last Council meeting, excluding the parking at the Library, the City would be paying approximately \$50,000 per parking space for every space that was added to Sixth Street. Priorities for the Center City are another concern. Council Member Spell asked if Greenville is going to have a parking focus priority or a walkable focus priority for the uptown area. No one doubts that in the future Greenville will need a parking deck. To go through all this turmoil and expense to secure a piece of property for a section of land that may or may not need a parking deck in the future does not seem worth the cause. This section of the city is in the heart of Old Greenville, the Old Five Points, which was the thoroughfare that led from Raleigh to Greenville and was known as the Old Plank Road. Council Member Spell informed the Council that this section should still be Five Points, a historic intersection where the first stop light was in Pitt County. Now that the intersection is closed and Greenville has this parcel, it would be an ideal space for a Town Square. Greenville has a Town Common, and it is a great water front park, but it is not a Town Square in the heart of the city that lets people know they have arrived somewhere special, a common space for everyone in the City to enjoy. The City should also respect the current growth patterns. The urban grid pattern is important to that sense of place. Council Member Spell informed the City Council that the business owners had a compelling interest too. This is the only two-way street in the heart of downtown Greenville, and if Council considers Washington and Dickinson together it is slicing the thoroughfare in half. Washington Street is not a major thoroughfare, but it is a thoroughfare for people coming in from southwest Greenville. Council Member Spell closed in saying that he thought Greenville needed to have a better priority, and the area should be a Town Square. The Center City should be reserved for everyone. Greenville does not need parking in this location. There is not a parking shortage at the moment and parking is available downtown.

Council Member Dunn stated that Jarvis Memorial Church purchased the Taft Building in order to expand their facilities for their growing church. Council Member Dunn further stated that she is very appreciative of the role that Jarvis Church plays in the quality of life in this community. The City has been at various times interested in some of the property that Jarvis Church now owns. As a result of this the City and Jarvis Church came together to see if an arrangement could be made whereby both entities could obtain their goals. One of the goals is the parking at Sheppard Library that the city does not now own and the second goal is to own a footprint for a parking deck should it be needed in the future. One of Jarvis Church's goals was to purchase the Taft Building to expand their growing need and this has been done. After purchasing the building, Jarvis Church expressed a second goal, to have a campus for the entire church site uninterrupted by a street crossing. The Church and the City entered into a land swap to

accomplish their goals. The negotiations for the purchase/sale of land came up in closed session. However, the actual decision to close the street must be held in open session, and a public hearing is required before the City Council can make a decision. On June 14, 2007 the City Council had a public hearing regarding the closing of Washington Street and at that meeting the City Council chose not to make a decision and asked that the interested parties, the City, Uptown Greenville and Jarvis Church get together and work out a compromise and come back to City Council. No compromise was reached. In the report that the City Manager prepared for City Council, the Church said while willing to listen to alternatives they did not see a scenario that would be workable without removing Washington Street. Council Member Dunn stated that she found this statement very troubling. The source of the objectives that Council Member Dunn was aware of have been made from Uptown Greenville, the Historic Preservation Commission and interested citizens and are listed as follows:

1. Closing Washington Street could cause a negative impact on the historic character of the area.
2. Street patterns are important for withstanding the historic growth and development of Greenville, and the street closing would alter the historic thoroughfare plan that was put in place 157 years ago.
3. Washington Street is the only two-way street in the downtown area and if the street is closed it will hurt the traffic flow.
4. The area is not a good location for a parking deck and additional parking is not needed in the area.
5. Suggestions have been made that the area could be developed as residential at both ends of Washington and a through street would be needed.
6. It would be a loss of city space if the City built a parking deck in this area.
7. The Uptown Greenville group believes there would be a negative economic benefit to the merchants uptown.
8. Once the street is closed for this purpose it can never be reversed.

Council Member Dunn stated that Jarvis Church, the City, the Uptown Merchants and the Historic Preservation Commission all have a reasonable and understanding interest regarding the proposal. The need to own parking at Sheppard Memorial Library is certainly a compelling argument for the City. However the arrangement of leasing spaces at Jarvis Church has worked for many years. There is a concern about this being a permanent decision. Closing the only two-way street in the uptown area is an issue because the City is not able to undo the street closing.

Council Member Little informed the City Council that many years ago the City changed Greene Street and Cotanche Street into one-way streets at the request of the downtown merchants looking for more off street parking. This could be modified in the future if it became necessary. Greene Street and Cotanche Street do not necessarily have to stay a one-way street because any City Council can modify it if it became an issue. Council Member Little stated that he had received numerous phone calls and e-mails like all the other Council Members concerning the lack of public information regarding this process. This issue started when the presentation was made to the Redevelopment Commission in April or March and went to the Planning and Zoning Commission and no one showed up to voice concerns, and it received unanimous approval from the Planning and Zoning Commission. Not until the request got to the City Council did people realize what was going on. The City staff did all the proper notifications. Council Member

Little thanked the members of Jarvis Church for entering into this discussion. The City basically approached Jarvis Church and for some reason the Church has been vilified over these past few weeks. Council Member Little apologized to the Church stating that he knew it was a highly emotional issue.

Council Member Little referred to the Center City Redevelopment Plan stating that the Plan talks about deemphasizing Dickinson Avenue as a major East/West Corridor. The new East/West Corridor, is going to be the Tenth Street Connector. The City is trying to force a lot of the traffic to come into downtown Greenville from the west via the Tenth Street Connector, so it really is not an issue. The ability for Greenville to expand Sheppard Library makes this a win-win for the City. Right now there are two parking lots. For the City to have a \$10 million Library in a growing county and city and not have any means to expand on it does not seem very forward thinking on behalf of the City. This proposal gives the City an opportunity to grow that Library. It is too early to determine if this area is the right place for a parking deck, but it does give the City an opportunity to possibly turn the Sixth Street Parking Lot into a Town Square and still have surface parking in the new piece that will be acquired from Jarvis Church. That option could be modified. Council Member Little stated that this is an opportunity for the City to solidify the future expansion of Sheppard Library and give the City control of parking and give flexibility on Evans Street. Council Member Little stated that he would support this proposal.

Council Member Dunn informed the City Council that if the City expands the Library then the City is back where it was before. The City will have taken up the parking spaces to expand the Library and then the City is back to no ownership of parking. The Library is not solely the responsibility of the City. The Library is also a County Library and hopefully the County will be involved.

Council Member Spell stated that the issue of securing parking for the Library is a concern. People have mentioned in the uptown area that the issue is not closing Sixth Street but closing Washington and Dickinson Avenue. Perhaps an alternative could be to close Sixth Street leaving a portion of the parking lot behind the Humber House in exchange for the Library parking. Council Member Spell informed the Council that he voted for the plan before, but he had made a mistake and feels the Council should not go forward with the plan.

Council Member Glover stated that the City Council has been working on this issue for a long time and she did not understand why people are just finding out about it because it was well advertised. There are still some two-way streets in downtown Greenville and she has always questioned some of the one-way streets. The issue with Jarvis Church would be a permanent decision that cannot be changed. Jarvis Church is also a historical part of Uptown Greenville, having a historic significance, and it is very well maintained and sets as a beautiful part of Uptown Greenville. City staff has done everything that Council has asked them to do in negotiations with Jarvis Church. There are great opportunities for growth where Jarvis Church can continue to serve the community. Jarvis Church has been an outreach to this community working with the Sadie Saulter children, the after school programs and with other schools. The Church has given these children an opportunity to see and do things that they have never done or seen before. This is a win-win situation for the City. There are only 12 parking spaces at the Library. If Jarvis decides to build, they may build on the parking lot and the City only owns 12 spaces. Council Member Glover stated that she has listened to everyone and the decision will be



a permanent decision. The City and Uptown Greenville can grow. Council Member Glover thanked the members of Jarvis Church.

Mayor Pro-Tem Council informed the City Council that after studying the plan and hearing all the sides she felt the best decision was to work with Jarvis Church. Mayor Pro-Tem Council stated that she voted against the request when the City Council gave Jarvis Church the old fire station to build the Family Life Center. Mayor Pro-Tem Council felt at that time the City Council could have made a better decision which they did not do. Mayor Pro-Tem Council further stated that people from the City and County are using Sheppard Library and she felt that the City needed to own their own parking spaces and in the interest of the City she felt that the City Council should go forward with the plan on the table and that would be her vote.

Council Member Spell stated that he agreed with Council Member Glover regarding the seriousness of the issue and there are some compelling City issues with the parking at Sheppard Library, but he believed that the City could come up with a better plan that would allow Jarvis Church to expand and protect the interest of the people who live and work and have their lives at stake in the uptown area. A yes vote would implement a plan that cannot be withdrawn, and a no vote would allow the City Council the opportunity to go back, renegotiate, and come up with a better plan. Jarvis Church may not get the big footprint that they want, but they could get enough space to expand. The City could secure space for parking, and get to a better place for all involved if the City Council takes more time. When there is such a strong voice from the people who have staked their lives in this neighborhood and are saying do not do this, then the City Council should respect that and go back and see if City Council can come up with a better plan.

Council Member Craft stated that the process started when Mayor Pro-Tem Council asked staff to contact Jarvis Church and look at a plan where everyone could work together and secure land for Sheppard Library and for the future needs that the City may have downtown. The City Council put all their confidence into City staff. The Council has always talked about depending on City staff to provide information and be Council's source of expertise. The City staff went out and worked for this plan, they brought the plan to Council, and Council said it looks good and now we get to the end and all of a sudden Council is abandoning instructions and confidence that was put into City staff. The Council may be setting a dangerous precedent. Council Member Craft further stated that this is a tough decision but at the end of the day he has to look at what is best for the City of Greenville. The City has a need to secure land for parking and a need to secure potential expansion with the Library. The City may not put a parking deck on the proposed space, but it is surface parking that can be used for other uses that are needed. Council Member Craft further stated that he was at peace about voting for the proposal and moving forward.

Council Member Dunn stated that she voted for the plan in closed session because she did not hear anything else. Staff was instructed to work out something. Jarvis Church had their interest and they said this is what they wanted. Council Member Dunn further stated that essentially she had said the Council had not considered other alternatives. Public hearings are held for the purpose of hearing what the public has to say on an issue. After the public hearing a lot of people were here and spoke on this issue. The Council did not have the benefit of the public hearing at the time plans were being developed. If the Council is not willing to do that then there

should not be a public hearing. Council Member Dunn stated that her concern was having heard the people's concerns in the uptown area. City Council is talking about permanently closing a street that is so permanent that it cannot be reversed. Because of this, Council Member Dunn stated that she might have some reservations.

Mayor Parrott made the following comments: "I have made my comments available to the news paper and everyone knows how I feel about this situation, but I would like to say to the Uptown Greenville group that I have supported you from the beginning. I have raised funds for Uptown Greenville and I've made donations. Nobody loves to go into Star Light Café better than I do. We have some great businesses in our downtown community. The decisions we make here tonight is not a financial gain to us. I have some good friends that have businesses in the downtown community and it is tough to make decisions like we have to make tonight, but deep down I feel like this is the best decision to make and I know many of you out there feel the opposite way, and that is fine. When I was elected Mayor I said I knew sometimes you are not going to agree with what my position is, you are not going to agree with what the Council's position is but we deserve the respect and we have not received the respect from some people and that is tough to take, but that did not weigh at all on my decision or the Council's decision as to what decision they are going to make tonight. We are making decisions based on what we think is the best solution for the long term of our City, and I think that once this is done, and once the Church builds their buildings and once Dickinson Avenue is extended onto Evans Street, it is going to be a beautiful street and I think some minds will change and some will probably never change, but we just want you to know that we put a lot time and thought into this. We are not trying to do anything to hurt anyone. We want our downtown to improve and that is why a lot of you are sitting out here tonight because of the downtown. We are going to keep on working. Once I'm not the Mayor and once Mr. Craft is gone, this City Council is going to continue to work on improving this downtown and you have a lot of good things in the pipeline right now that is coming to our downtown community. We are going to have a lot of people living in our downtown community, we are going to have a lot of condominiums built and they are going to be sold before they are even built. It is going to be a very positive step for Uptown Greenville."

Motion was made by Council Member Craft and seconded by Council Member Little to adopt the resolution to close portions of Washington Street, West Sixth Street, and Dickinson Avenue and to provide that none of the funding of this project shall come out of the downtown revitalization bond funds. Motion carried with a vote of 4:2. Mayor Pro-Tem Council, Council Members Little, Craft and Glover voted in favor of the motion. Council Members Spell and Dunn voted in opposition. (Resolution No. 07-45)

#### PRESENTATION BY BOARDS AND COMMISSIONS

##### Historic Preservation Commission

Mr. Jeremy Jordan, Chairman of the Historic Preservation Commission, thanked the City Council for their support throughout the year. Mr. Joyner introduced Mr. Rick Smiley who would be giving the presentation. Mr. Smiley informed the City Council that a standard feature that the Historic Preservation Commission does each year is the façade agreement grant program which is partially funded by the City and a partial match by Uptown Greenville. This year the

Commission awarded \$24,000 in the fall of 2006 and then in the most recent cycle, \$17,500 of grant funds were awarded to local businesses, tenants and owners. Altogether it is expected that as a result of the investment of approximately \$40,000, over \$190,000 will be spent by the building owners and tenants to improve their facades. Over the lifetime of the programs since 1988, \$210,000 has been awarded, approximately 60% or 70% of that from the City and the remainder from Uptown Greenville. During that time, including this year's \$615,000 have been spent by private building owners in the improvement of their properties. The Commission has been active with landmark district surveying designation. The Dickinson Avenue Historic Fund district was added to the National Register of Historic Places this year, which is a very powerful designation because anybody who is in the historic district has significant federal and state tax credits for doing renovations to their properties. The Commission has designated the Charles O'Hagan Home as a local landmark, which was built around 1916 and sits at the corner of West Fourth Street and Contentnea Street. The Commission also ensures that residents who live in historic districts comply with the protocols laid out by City Council regarding renovations and maintenance on their properties. Mr. Smiley informed the City Council that work on the Humber House will begin as early as October 2007.

Mayor Parrott thanked the Historic Preservation Commission for what they do for the community.

Council Member Spell asked if the Historic Preservation Commission had discussed any expansion or creation of any new historic districts.

Mr. Jordan replied that east of College View Neighborhood is old enough now to be a historical district and whenever there are discussions of grant applications the Commission brings that up as a possible future district. Eventually there will be a grant application to have a district that compliments College View to the east.

#### Housing Authority

Mr. Don Rogers, Executive Director of the Housing Authority thanked the Greenville Police Department and Chief Anderson for establishing a close working relationship, especially utilizing bicycles for the Greenville Housing Authority's assigned officers and the value being placed on community policing with the complexes. Mr. Rogers also thanked the current Board of Commissioners for their support and willingness to work together for the betterment of the residents and community. As reported last year the transition to asset management is projected for April 2008.

Mr. Rogers informed the Council that it is critical that the Housing Authority explore other avenues to support revenue funding to offset funding shortage. The Greenville Housing Authority is one of thirteen recipients that have received an initial conditional commitment letter from the NC Housing Finance Agency to build 12 low-income disabled housing units with 3 being class A and 9 being class B, which meets the ADA and 504 handicap accessible criteria. The \$1,080,00 is over a 30 year period at no interest.

During the first year the homeownership program brought about 5 new homeowners, with 2 having purchased homes within the City's 45-block revitalization area and it is anticipated by the end of the calendar year, 5 additional participants will become first time homeowners.

Other positive endeavors include participation through the State's Individual Development Accounts Program which is a 2 for 1 match process relating to homeownership, the Greenville Housing Authority was awarded a \$32,000 grant through the Assets for Independence Act to administer 16 matched savings accounts for either homeownership, micro-enterprise or education. The Authority will continue to develop grants and other avenues that will enhance and uplift the residents.

Mr. Rogers distributed a letter to the Council Members from FEMA stating that FEMA will grant the Housing Authority's appeal and would re-obligate the Housing Authority's eligible costs for disaster-related damages. The Housing Authority has been fighting this battle for 4 years.

Council Member Dunn commended Mr. Rogers on getting 10 homeowners and having housing for people with special needs.

Mayor Pro-Tem Council asked if Council Members could help lobby to get some of the Section 8 off the waiting list.

Mr. Rogers replied that the National League of Cities does a good job lobbying and talking with your congressman and senators would also be helpful.

Council Member Glover thanked Mr. Rogers and the Housing Authority for all their work. Council Member Glover stated that she was interested in the Authority giving facelifts to the housing projects. Other cities have changed how they do public housing. In Durham they tore the projects down and now have a beautiful community in that area.

Mr. Rogers replied that Durham, Charlotte, and Greensboro receive 06 and that he had been involved in four 06 projects in Spartanburg, SC, Highpoint, NC, Greensboro, NC and Charlotte, NC. Greenville would not qualify for offsets because the projects are not in that bad of shape. The Housing Authority would need capital monies to give the face lifts.

Mayor Parrott thanked Mr. Rogers and the Authority for helping the City.

Council Member Craft left the meeting.

RESOLUTION EXEMPTING THE SIXTH STREET RELOCATION PROJECT FROM THE STATUTORY PROCUREMENT PROCESS FOR ARCHITECTURAL AND ENGINEERING SERVICES AND AWARD A PROFESSIONAL SERVICES CONTRACT TO THE EAST GROUP FOR THE DESIGN OF THE SIXTH STREET RELOCATION PROJECT IN THE AMOUNT OF \$35,500 – APPROVED

Tom Tysinger, Director of Public Works informed the City Council that following a previous action regarding the closing of portions of South Washington, Dickinson and Sixth Street, staff is asking City Council to authorize the award of an engineering contract for design of the relocated Sixth Street and associated parking lot improvements. It is recommended that this contract be awarded to the East Group in the amount of \$35,500. With the Purchase Agreement between the City of Greenville and Jarvis Church the relocation of Sixth Street will begin no later than December 2007 and be completed by December 2008. In order to meet this aggressive schedule it is necessary that the design work begin as soon as possible. Recognizing time constraints and the fact that the East Group has performed much of the needed surveying in this area from their planning work with Jarvis Church, staff recommends awarding the contract to the East Group without going through the statutory required procurement process for engineering and architectural services. City Council has this authority provided that a resolution stating Council's reasons for doing so is adopted. Staff's recommendation is that City Council first adopt the resolution and then secondly award the contract to the East Group in the amount of \$35,500 so the project can begin.

City Manager Bowers informed the Council that it was initially indicated that funds would be taken from the Center City Revitalization Bond Funds but based on Council's previous action that will need to be changed and funds will be taken out of Capital Reserve.

Council Member Glover stated that if Council used money from Capital Reserves for this project it will affect other projects that are coming up. The bond money was voted on for the improvements of Uptown Greenville. That includes whatever the city improvements are going to be and whatever the Uptown Greenville improvements are going to be. Council Member Glover did not feel that City Council should take money from the Capital Reserve funds for improvements for Uptown Greenville. There are many capital projects that could have been improved more if Capital Reserve money was not used.

Motion was made by Council Member Little and seconded by Council Member Glover to adopt the resolution exempting the Sixth Street Relocation Project from the Statutory Procurement Process for Architectural and Engineering Services. Motion carried unanimously. (Resolution No. 07-46)

Motion was made by Council Member Little and seconded by Mayor Pro-Tem Council to award a professional services contract to The East Group for the design of the Sixth Street Relocation Project in the amount of \$35,000. Motion carried unanimously. (Contract No. 1614)

## NATIONAL COMMUNITY REINVESTMENT COALITION REPORT ON LENDING IN METROPOLITAN AREAS

Mayor Pro-Tem Council informed the Council that on July 25, 2007 The Daily Reflector ran an article about Greenville being the third worst city in the United States with its lending practices to African Americans and it had nothing to do with credit scores, but was based on being racist. The report is a national study that the banking institutions did that actually pointed out the fact that Greenville, North Carolina was number 3 in the whole process. The City Manager was contacted and asked to obtain a copy of the report of which he did. The study was prepared by the National Community Reinvestment Coalition and is titled "Income is No Shield Against Racial Differences in Lending: A Comparison of High Cost Lending in America's Metropolitan Areas." African Americans are reported to be 5 times worse than Caucasians and Latino Americans are 3 times worse than Caucasians. After hearing the report, City Council Members were given a copy of the report so they would know this was a fact. Mayor Pro-Tem Council and Council Member Glover also contacted the North Carolina League of Municipalities which is North Carolina's lobbying body. Other cities were also listed in the report, Durham was ranked number 2, Raleigh was ranked number 4 and there were other North Carolina cities listed further down the list. Mayor Pro-Tem Council stated that this outcome is really disgusting, and it is unethical what the banking institutions are doing to the African Americans and the Latino Americans. Mayor Pro-Tem Council explained that she and Mayor Parrott could go to the same bank together and borrow the same amount of money for the same thing, but because she is an African American and the Mayor is Caucasian the banks will automatically charge the Mayor Pro-Tem more than Mayor because she is African American. Mayor Pro-Tem Council stated that the community needs to be aware of what is happening in Greenville, and the City Council needs to take a stand on this issue along with the North Carolina League of Municipalities. Mayor Pro-Tem Council further stated that she had requested that the item be placed on the agenda at the October League of Municipalities Conference in Fayetteville, North Carolina because this was a disgrace for the nation to know that Greenville, Raleigh and Durham are listed as the top worst 5. African Americans are being charged more money and higher interest rates and it has nothing to do with credit scores. Mayor Pro-Tem Council informed the Council that people in the community and civil rights groups have called because they are concerned and feel that the City Council as leaders of Greenville need to make sure that this stops immediately. Some groups feel there should be some repercussions given back to those individuals that have borrowed money. The report is about what banking institutions have done in terms of lending higher interest rates to African Americans and Latino Americans.

Council Member Glover stated that there had been many discussions about the report in different groups. The African American community already knew this was happening, and it is like a blessing because the community has put together a group for action and it gives more ammunition to say that banks are redlining the African Americans and Latinos Americans. In this area there are more African Americans than Latino Americans so it is known that African Americans are the ones that are pushed toward predatory lenders. Council Member Glover further stated that it is a shame to know that the banks have done this and have gotten away with it. Greenville should be concerned with how the lenders are being screened. A few years back a person who worked at a mobile home business that was always turning down African American applicants pulled 25 previously denied applications and changed only the race and sent the applications back in for approval. Every one of the applicants were approved. This is a serious

problem. Council Member Glover claimed that people accused her and Mayor Pro-Tem Council of being racist, but this is something that needs to be talked about. Greenville has sat back and let banks help create poverty in the African American communities. African Americans may have enough money to buy a home but if sent to a predatory lender they will pay 10 times that of what would be charged at a traditional bank. The citizens of Greenville need to look at this problem more seriously and look at all the banks in Greenville and look at their Community Reinvestment Act, which is a federal act and see what the banks are reinvesting back into the community.

The National Community Reinvestment Coalition defines a predatory loan as an unsuitable loan designed to exploit vulnerable and unsophisticated borrowers. Predatory loans are a subset of subprime non-traditional prime loans. A predatory loan has one or more of the following features: charges more in interest and fees than is required to cover the added risk of lending to borrowers with credit imperfections, predatory loans contain abusive terms and conditions that trap borrowers and lead to an increased indebtedness, a predatory loan does not take into account the borrowers' ability to repay the loan, and a predatory loan violates the Fair Lending Law by targeting women, minority and communities of color. Council Member Glover stated that it is a shame to know that Greenville is the third highest in the nation. This has to be made right for Greenville. It does not matter how much a person makes and it is a shame that the City and elected officials have allowed banks to stay in this City and redline the poor, the African Americans and the Latino community. It is a sad state of affairs. It is unfortunate that this report comes on the eve of the City Council saying that Greenville is working towards an all inclusive city, but if Greenville is working towards an all inclusive city, then the Council needs to take all things into account. Council Member Glover informed the Council that the African Americans have been studying for the last three years of what is happening to their communities. Now it can be seen on paper. A report has already been written up about this. This is blatant racism and the proof is in the report. Council Member Glover announced if anyone had any problems to contact the National Community Reinvestment Coalition.

Mayor Pro-Tem Council asked to hear comments from the other Council Members regarding the report.

Council Member Little stated that the report was lengthy and there were suggestions in the report regarding counseling and trying to figure out where the problems exist so that the problems can be corrected. Congress is also looking at some of these issues, and there are approximately 15 different recommendations in the report. Council Member Little further stated that this issue needed to be addressed, but he did not know how the Council should start it.

Mayor Parrott asked City Attorney Holec if there was anything the Council could do as a City.

City Attorney Holec replied that the City Council could help make the problem public by making people aware of the problem and have discussions with the banks and find out what their responses are. Most of the recommendations in the report were to be implemented on a national level.

Council Member Little stated that contacting the Local Realtor's Association might be a good way to get a feel for what is going on in the community because the realtors are the ones who

handle home sales and know the preferred lenders and educating the realtors as to the concerns that are in the report. The realtors have the first opportunity to put a person with the right mortgage banker or bank.

Mayor Parrott stated that it would be good to have some banks come and talk to the City Council at one of the meetings. Mayor Parrott further stated that he did not know of a bank in Greenville that is not out to make money and to lend money to people who will pay the money back. Mayor Parrott informed the Council that it is always good to have two banks because when banks compete with each other the borrower will normally get a better rate.

Council Member Dunn informed the City Council that some people are paying \$11.00 just to get a check cashed and that is just a matter of people not knowing and understanding. The City could educate the citizens and raise their awareness.

Council Member Glover informed the Council that having banks come and talk to the Council is not going to settle the situation because the banks are the culprits that are doing this to the community. There are two things happening, on the poor end or low income end the City is working to try to make people homeowners, but on the other end, the African Americans who are working and have good credit records are caught in a situation of being charged a higher rate because they are African American. People are being prepared who do not have the ability or the education to know that they do not have to stay in the project. They do not have to pay rent to the slum lords and they can have their own home. Council Member Glover stated that banks use to be involved with the Affordable Housing Loan Committee but have pulled out.

Mayor Parrott stated that the Council has public hearings all the time to hear from the other side and he thought it would be important to get a bank or two to come and talk to the Council.

Council Member Glover replied that it would be fine if the Council wanted to hear from the banks, but she did not want to hear what the banks had to say. Just talking to the bankers is not enough to be looking out for the citizens.

Mr. Merrill Flood, Director of Community Development stated that sometimes it is hard to get a banker to attend the meetings and suggested City Council contact the regional offices of the financial institutions to hear their response to the Council's concerns and ways that the Council and community can work together to address the issues. Mr. Flood further stated that a lot of the regional representatives are looking at the larger cities to make their reinvestments into the community because they can receive more points.

Mayor Parrott asked if it would be appropriate to have staff look into this and report back to Council.

Mayor Pro-Tem Council stated that every bank that is represented in Greenville should be contacted. Even though the bank's headquarters may not be in Greenville some of them do have headquarters elsewhere and some may be just starting here. After the Council hears from the banks then we would need to take the next step. If the banks have been cheating the African



Americans and Latinos then they need to pay them back, or at least those people they loaned money because they should not be allowed to do this.

Mayor Pro-Tem Council read the following from the conclusion of the report: Responsible subprime lending has an important role to play in the market place, however, this study demonstrates that high-cost lending is disproportionately targeted to minorities, even middle- and upper- income minorities. Standard anti-trust theory suggest that when relatively few companies serve any group of consumers, that group of consumers is more likely to suffer abuses. In light of the findings that minorities, regardless of income levels, receive a disproportionate amount of high-cost lending. The National Community Reinvestment Coalition offers a number of programmatic and policy recommendations in order to stop predatory lending in minority communities. The level of foreclosure prevention counseling needs to be significantly increased to prevent consumers from falling victims to predatory lending. In addition, policy reforms an increased regulatory enforcement must eradicate widespread abuses in the high-cost lending sphere. Action is urgently needed to head off a foreclosure crisis.

Council Member Glover informed the Council that the report states subprime loans often cost \$50,000 to \$100,000 more than a comparable prime loan. A neighborhood receiving a disproportionate number of subprime loans loses a significant amount of equity and wealth. A \$140,000 loan with a 30 year mortgage at the current prime rate of 6.25% would cost approximately \$862 a month or \$310,000 over the life of the loan. You never get out of debt. The contrast of a 30 year subprime loan with an interest rate of 8.25% would cost \$1,052 a month. This is unacceptable. Council Member Glover stated that this is unacceptable and that she had read the report and there was nothing that a banker can say to her to make her understand why they have redlined the African American people, not just the communities, but the actual African American people and the Latino people.

Mayor Parrott stated that City staff was going to look into the issue and see what City Council can do.

Council Member Dunn asked if City staff worked with borrowers in terms of getting loans through the City's program or do they do that alone?

Mr. Flood replied that if a homebuyer receives funds from the City of Greenville or through any of the programs that the City manages they go through a homeownership education counseling program. That is required prior to closing of the loan. The City has a number of partners that it works with and members of the staff are qualified to provide that education. The City has a low rate as a result of borrowers getting information first hand on how to get a good loan versus a bad loan. The City does have a list of preferred lenders and staff always asks the borrowers if they have a bank and ask them to work with them first, but if the borrowers do not have a bank then staff does help through a preferred list.

Council Member Spell stated that when he first heard about the report he was surprised. Council Member Spell further stated that he thought the City Council should direct staff to take a more comprehensive approach and talk with the people in the banking business.

Council Member Glover requested that Mr. Flood bring City Council a list of the lending institutions, how the institutions loan monies, and who has gone through subprime loans and have been foreclosed on because of this type of loan. Council Member Glover asked why people's homes are being foreclosed, and what is happening to the people that the City is getting into homes, and where have their monies come from. Council Member Glover stated that there have been a lot of foreclosures since the flood, because a lot of people who owned their homes and lost them in the flood were forced to buy mobile homes from predatory mobile home lenders.

Motion was made by Council Member Spell and seconded by Mayor Pro-Tem Council to instruct staff to take a look at the issues raised by the National Community Reinvestment Coalitions Report on Lending in Metropolitan Areas, but also take a more comprehensive approach about financial savvy in general. Motion carried unanimously.

#### REVIEW OF AUGUST 9, 2007 CITY COUNCIL AGENDA

The Council did a cursory review of the items on the June 9, 2007 City Council Meeting agenda and reviewed the appointments to Boards and Commissions.

#### COMMENTS FROM MAYOR AND CITY COUNCIL MEMBERS

Council Member Little announced that his 15 year old son was playing in the South East Regional Babe Ruth Tournament in Unionville, North Carolina and the championship game will be Thursday night if they make it. Council Member Little explained that if he is not at the Thursday night Council meeting he will be at that game and because of that he wants to thank Tom Tysinger for his dedicated service to Greenville. Mr. Tysinger has been invaluable to the City and Council Member Little stated that he appreciated his dedication and support for the City and the improvements and projects that he had been in charge of that would not have been as successful without his leading the way.

Mayor Pro-Tem Council announced that tomorrow night is the 2<sup>nd</sup> Annual National Night Out Against Crime put on by the Greenville Police Department from 6:00 to 9:00 pm. at the Town Commons. Ms. Council read the following proclamation and invited everyone to come out.

#### “Copy” PROCLAMATION

WHEREAS, the Greenville Police Department will be hosting its 2<sup>nd</sup> Annual “National Night Out Against Crime” on Tuesday, August 7, 2007 from 6:00 p.m. to 9:00 p.m. at the Greenville Town Common on East First Street; and

WHEREAS, the objective of the event is to heighten crime and drug prevention awareness, generate support for and participation in local anticrime efforts, strengthen neighborhood spirit and police-community partnerships, and send a message to criminals letting them know neighborhoods are organized and fighting back; and

WHEREAS, the Greenville Police Department has invited businesses and organizations

to join them in promoting “National Night Out” either through volunteer participation, displays, donations, etc.; and

WHEREAS, “National Night Out” provides an opportunity for Greenville to join together with over 10,000 communities across the country in support of safer neighborhoods and to demonstrate the success of cooperative crime prevention efforts;

NOW, THEREFORE, I, Robert D. Parrott, Mayor of the City of Greenville, North Carolina do hereby call upon all citizens of our community to observe and join the Greenville Police Department in supporting and participating in this event.

NOW, THEREFORE, I further proclaim August 7, 2007 as NATIONAL NIGHT OUT in Greenville.

This 24th day of July, 2007.

/s/Robert D. Parrott  
Robert D. Parrott, Mayor

“Copy”

Mayor Pro-Tem Council also thanked the District 1 Representatives for showing up at the Bonds, Ebron, Taft Community Center to have their Community Relations Committee meeting. She thanked all the neighborhood chair persons and residents for helping to get the word out and announced that they had an excellent turnout, participation and sharing what they saw in their neighborhoods and what they thought the police need to be doing more of. Mayor Pro-Tem Council also thanked the Police Community Relations Committee for carrying out the event. Mayor Pro-Tem Council also wished her husband a happy 31<sup>st</sup> Anniversary.

Council Member Glover stated that the Police Department has participated each year in the Annual National Night Out Against Crime and thanked the Police Chief for allowing the officers to get involved in the community. The National Night Out not only brings us together on a common good but it also brings us together as a community of people to have fun, to talk and just enjoy interacting with the Police Department and other groups who have services to offer. The hospital has always been a contributor as well. Council Member Glover further stated that as a City in support of the National Night Out, she thought the City should set aside monies so there will be seed monies to start with next year since it benefits the whole City. Also, the Housing Authority has a good program going on for the summer in West Greenville. Council Member Glover informed everyone that the High Tower Hoopsters have moved on to the Nationals in Philadelphia and they are number 7 in the nation and she thanked everyone who contributed to the team.

Council Member Dunn announced that Captain Hardy is out of the hospital.

#### CITY MANAGER’S REPORT

No report was given by the City Manager.

ADJOURN

Motion was made by Mayor Parrott and seconded by Mayor Pro-Tem Council to adjourn the meeting at 8:35 p.m. Motion carried unanimously.

Respectfully submitted,

Patricia A. Sugg, CMC  
Deputy City Clerk

APPROVED:

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Robert D. Parrott, Mayor

MINUTES PROPOSED FOR ADOPTION BY CITY COUNCIL

Greenville, NC  
August 9, 2007

The Greenville City Council met in a regular meeting on the above date at 7:00 PM in the City Council Chambers, third floor of City Hall, with Mayor Robert D. Parrott presiding. The meeting was called to order, followed by the invocation by Council Member Larry Spell and the pledge of allegiance to the flag. The following were present.

Mayor Robert D. Parrott  
Mayor Pro-Tem Mildred A. Council  
Council Member Ray Craft  
Council Member Pat Dunn  
Council Member Rose H. Glover  
Council Member Chip Little  
Council Member Larry Spell  
Wayne Bowers, City Manager  
Wanda T. Elks, City Clerk  
David A. Holec, City Attorney

APPROVAL OF AGENDA

Motion was made by Council Member Little and seconded by Mayor Pro-Tem Council to approve the agenda as presented. Motion carried unanimously.

SPECIAL RECOGNITIONS

Corporal Mayhew Haddock was presented with a plaque upon his retirement with 24 years and 10 months of service in the Police Department.

The Church Fires Investigation Team was recognized for its efforts in apprehending Seth Price, who allegedly was responsible for the attempted burglary at Oakmont Baptist Church, and the arson of Memorial Baptist Church and Unity Free Will Baptist Church on January 13 and the arson of two residences in the Willow Run neighborhood on May 20. The team consisted of Detective W. G. Smith, Detective Connie Elks, Officer Travis Oldenburg, Sergeant Richard Allsbrook, and Sergeant Joe Friday of the Greenville Police Department; Detective Malcolm Carmichael, Tony Williams, and Sergeant Jim Marsals of the Pitt County Sheriff's Office; Special Agent Joey Hudson of the North Carolina State Bureau of Investigations; and Special Agent Thomas McAfee of the Federal Bureau of Investigations.

## APPOINTMENTS TO BOARDS AND COMMISSIONS

### Affordable Housing Loan Committee

Motion was made by Council Member Glover and seconded by Mayor Pro-Tem Council to elevate James Tucker from an alternate member to a regular member to replace Gloria Pearsall, who resigned, to fill an unexpired term that expires February 2008; to appoint Leslie Cox to replace Tammie Carlton, who resigned, to fill an unexpired term that expires February 2009; to appoint Alice Faye Brewington to replace Robert Moore, who resigned, to fill an unexpired term that expires February 2008; and to continue the replacement of the alternate member. Motion carried unanimously.

### Greenville Utilities Commission

Motion was made by Council Member Little and seconded by Council Member Spell to appoint Don Edmonson for a first three-year term expiring June 30, 2010, replacing J. Bryant Kittrell, who is ineligible for reappointment and to appoint Vickie Joyner for a first three-year term expiring June 30, 2010, replacing Erma Faye Taylor, who is ineligible for reappointment. Motion carried unanimously.

### Pitt-Greenville Convention and Visitors Authority

Council Member Spell asked that the appointment to the Pitt-Greenville Convention and Visitors Authority be continued until September 2007.

### Public Transportation and Parking Commission

Mayor Pro-Tem Council asked that that the appointments to the Public Transportation and Parking Commission be continued until September 2007.

### Recreation and Parks Commission

Motion was made by Council Member Little and seconded by Council Member Craft to appoint Freddie Outterbridge for a first three-year term expiring June 2010, replacing Lillian Outterbridge, who is ineligible for reappointment. Motion carried unanimously.

### Youth Council

Motion was made by Mayor Pro-Tem Council and seconded by Council Member Dunn to appoint the persons recommended by the Human Relations Council to the Youth Council. Those youth recommended for initial appointment included Lena Kilpatrick of Ayden Grifton High School; James Everett and Tracey Lewis of D. H. Conley High School; Faiza Mustafa and Shampa Panda of J. H. Rose High School; Calvin Horne, Jr. and Cameron Horne of South Central High School; and Arun Ajmera of Trinity Christian School. Matthew Edwards of D. H. Conley High School; and Jack Hand, Ariel Lopez and Ben Stephenson of J. H. High School were recommended for reappointment. Motion carried unanimously.

TERMINATION OF AGREEMENT FOR THE REDLIGHT PHOTO ENFORCEMENT PROGRAM - APPROVED

City Attorney Holec reminded the Council that in March 2004, the City entered into an agreement with Redflex Traffic Systems, Inc. to provide equipment and services in order for the City to monitor, identify, and enforce red light running violations. The objective of the agreement was to reduce the incidence of vehicle collisions and red light violations. The City entered into the agreement with the basic premise that it would implement a public safety program funded 100% by the violators and 0% by the taxpayers. However, a December 2004 decision involving the City of High Point jeopardized this premise by requiring that 90% of the money received from citations be paid to the county school systems. In response to this decision and to allow the court system to finally determine the issues raised in the High Point case, Redflex and the City entered into an amendment to the agreement which suspended the program until there was a final appellate determination in the High Point case. A final appellate determination has been made. On June 27, 2007, the North Carolina Supreme Court denied the motion by the City of High Point to review the May 16, 2006 decision of the North Carolina Court of Appeals in the case involving High Point's red light photo enforcement program. This decision means that the decision of the Court of Appeals stands. The decision means that the clear proceeds of the fines which are collected from citations issued in red light photo enforcement programs are required to be paid to the local school system and that, as a result of this constitutional provision and a state statute, clear proceeds means not less than 90% of the fines collected. The decision of the North Carolina Supreme Court amounts to a final appellate determination since there is no further appeal or court action available from the decision. The issue involves an interpretation of the North Carolina Constitution and, therefore would not be subject to appeal to the United States Supreme Court. As a result of this being the final appellate determination, the suspension of the agreement between the City and Redflex Traffic Systems, Inc. ceases. Since the final appellate determination causes a result which makes it economically infeasible for the City to proceed with the program, the City is in the position where it must terminate the program. Although the City could proceed with the program at a loss of \$42 for each citation issued—from each \$50 received for a citation, the City would have an expense of \$92 since \$45 is to be paid to the school system in accordance with the decision and \$47 is to be paid to Redflex in accordance with the contract. Section 6.3 of the agreement allows the City to terminate the agreement without cause at any time by giving Redflex a 30 day written notice of termination. However, there is an expense to the City for terminating the agreement pursuant to this termination for convenience right. The City's expense is the amount of the expense associated with the installation of the two intersection approaches already installed but not to exceed \$18,000 per intersection approach. Redflex has submitted documentation relating to the expense incurred. This documentation has been reviewed, and it has been determined that Redflex's expense for each intersection exceeded \$18,000 and, therefore, Redflex is entitled to receive \$36,000. Although this expense will be incurred, the City is fortunate that the High Point decision came at a time prior to the City issuing citations. Those cities which were issuing citations will now be required to pay the school systems in accordance with the decision. High Point will be paying its school system approximately \$1.5 million, and Charlotte will be paying its school system approximately \$4.5 million. It is recommended that City Council exercise the termination for convenience right provided by Section 6.3 of the agreement by approving the termination of the agreement with Redflex for the City's Red Light Photo Enforcement Program.

Motion was made by Council Member Craft and seconded by Council Member Little to approve the termination of the agreement with Redflex for the City's Red Light Photo Enforcement Program. Motion carried unanimously.

ORDINANCE REZONING THE EDGAR DENTON PROPERTY LOCATED AT THE SOUTHWEST CORNER OF INTERSECTION OF DICKINSON AVENUE AND WILLIAMS ROAD FROM RA20 TO OR - ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on July 30 and August 6, 2007 setting this time, date and place for a public hearing to consider a request by Edgar Denton to rezone 1.263 acres located at the southwest corner of the intersection of Dickinson Avenue and Williams Road from RA20 to OR. The Planning and Zoning Commission, at its July 17, 2007 meeting, voted to recommend approval of the request.

Ms. Chantae Gooby, Planner, delineated the property on a map and explained the request. She stated that the site meets the general contextual standards for location of a neighborhood focus area, including size and spacing. In staff's opinion, the Office-Residential (OR) zoning would be preferred in lieu of commercial zoning. Therefore, the request is in compliance with the comprehensive plan and the future land use plan map.

Mayor Parrott declared the public hearing open and solicited comments from the audience.

Mr. Mike Baldwin, representing the petitioners, stated that this request is in compliance with the Comprehensive Plan. An insignificant amount of traffic will be added to the road. The proposed zoning is in harmony with adjacent uses, and the request was unanimously approved by the Planning and Zoning Commission.

Mr. Kishen Rao made comments that were unrelated to this request.

There being no further comments, the public hearing was closed.

Motion was made by Council Member Craft and seconded by Council Member Little to adopt the ordinance rezoning 1.263 acres located at the southwest corner of the intersection of Dickinson Avenue and Williams Road from RA20 to OR. Motion carried unanimously. (Ordinance No. 07-95)

ORDINANCE REZONING THE SPRINGSHIRE RETIREMENT, LLC, AND DAVID W. AMMONS PROPERTY LOCATED NORTH OF INTERSECTION OF NC HIGHWAY 43 AND ROCK SPRINGS ROAD FROM RA20 TO OR - ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on July 30 and August 6, 2007 setting this time, date and place for a public hearing to consider a request by Springshire Retirement, LLC and David W. Ammons to rezone 94.25 acres located north of the intersection of NC Highway 43 and Rock Springs Road from RA20 to OR. The Planning and Zoning Commission, at its July 17, 2007 meeting, voted to recommend approval of the request.



Ms. Chantae Gooby, Planner, delineated the property on a map and explained the request. She stated that, in staff's opinion, the request is in compliance with the comprehensive plan and the future land use plan map.

Mayor Parrott declared the public hearing open and solicited comments from the audience.

Mr. Durk Tyson, representing the petitioners, stated that the owners are here and they will be available to answer any questions.

There being no further comments, the public hearing was closed.

Motion was made by Council Member Dunn and seconded by Council Member Spell to adopt the ordinance rezoning 94.25 acres located north of the intersection of NC Highway 43 and Rock Springs Road from RA20 to OR. Motion carried unanimously. (Ordinance No. 07-96)

ORDINANCE ANNEXING AUGUSTA TRAILS, SECTION 4, LOCATED EAST OF AUGUSTA TRAILS, SECTION 3, AT THE TERMINUS OF MASTERS LANE, NICKLAUS DRIVE, AND PRICE DRIVE - ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on July 30, 2007 setting this time, date and place for a public hearing to consider a request by Augusta Trails to annex Section 4 containing 10.623 acres located east of Augusta Trails, Section 3, at the terminus of Masters Lane, Nicklaus Drive, and Price Drive. This is a contiguous annexation.

Mr. Mike Dail, Planner, delineated the property on a map and stated that the property is located in Voting District 5. The property is currently vacant and the proposed use is the development of 33 duplexes (66 units). The current population is 0 and the anticipated population at full development is 155 with 39 being minority. The property is located approximately 3.7 miles from Fire Station #5.

Mayor Parrott declared the public hearing open and solicited comments from the audience. There being none, the public hearing was closed.

Motion was made by Council Member Craft and seconded by Council Member Dunn to adopt the ordinance annexing Augusta Trails, Section 4, containing 10.623 acres located east of Augusta Trails, Section 3, at the terminus of Masters Lane, Nicklaus Drive, and Price Drive. Motion carried unanimously. (Ordinance No. 07-96)

ORDINANCE ANNEXING ALLEN RIDGE SUBDIVISION PROPERTY LOCATED NORTH OF TEAKWOOD SUBDIVISION AT THE TERMINUS OF ELLERY DRIVE - ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on July 30, 2007 setting this time, date and place for a public hearing to consider a request by Allen Ridge Subdivision to annex Section 2, containing 18.21 acres located north of Teakwood Subdivision at the terminus of Ellery Drive. This is a non-contiguous annexation.

Mr. Mike Dail, Planner, delineated the property on a map and stated that the property is located in Voting District 1. The property is currently vacant and the proposed use is the development of 56 (1,500 square foot) single-family residences. The current population is 0 and the anticipated population at full development is 137 with 16 being minority. The property is located approximately 2.2 miles from Fire Station #5.

Mayor Parrott declared the public hearing open and solicited comments from the audience. There being none, the public hearing was closed.

Motion was made by Council Member Craft and seconded by Council Member Glover to adopt the ordinance annexing Allen Ridge Subdivision, Section 2, containing 18.21 acres located north of Teakwood Subdivision at the terminus of Ellery Drive. Motion carried unanimously. (Ordinance No. 07-98)

ORDINANCE ANNEXING THE MEDFORD POINTE PROPERTY LOCATED EAST OF ALLEN ROAD AND WEST OF LAKE ELLSWORTH SUBDIVISION - ADOPTED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on July 30, 2007 setting this time, date and place for a public hearing to consider a request by Medford Pointe to annex 49.636 acres located east of Allen Road and west of Lake Ellsworth Subdivision. This is a contiguous annexation.

Mr. Mike Dail, Planner, delineated the property on a map and stated that the property is located in Voting District 1. The property is currently vacant and the proposed use is the development of 95 (2,000 square foot) single-family residences and 78 (1,200 square foot) townhomes. The current population is 0 and the anticipated population at full development is 423 with 50 being minority. The property is located approximately 1.8 miles from Fire Station #2.

Mayor Parrott declared the public hearing open and solicited comments from the audience. There being none, the public hearing was closed.

Motion was made by Council Member Dunn and seconded by Council Member Little to adopt the ordinance annexing 49.636 acres located east of Allen Road and west of Lake Ellsworth Subdivision. Motion carried unanimously. (Ordinance No. 07-99)

ORDINANCE ANNEXING THE MICHAEL J. AND CHRISTI D. DEFREES PROPERTY LOCATED EAST OF N. GREENE STREET AND SOUTH OF INDUSTRIAL BOULEVARD – WITHDRAWN; ANNEXATION WAIVED

City Manager Wayne Bowers reported that a notice of public hearing was published in The Daily Reflector on July 30, 2007 setting this time, date and place for a public hearing to consider a request by Michael J. and Christi D. DeFrees to annex 2.54 acres located east of N. Greene Street and 750 feet south of Industrial Boulevard. This is a contiguous annexation.

Mr. Mike Dail, Planner, delineated the property on a map and stated that the property is located in Voting District 1. The property is currently vacant and the proposed use is the development of

a 7,500 square foot commercial building. The current population is 0 and the anticipated population at full development is 0. The property is approximately .9 mile from Fire Station #4. The annexation was requested for the purpose of receiving sanitary sewer; however, since the property is located in the recognized Industrial Park Area, the City Council may waive the annexation if it so desires.

Mayor Parrott declared the public hearing open and solicited comments from the audience.

Mr. Cliff Harris of Harris Engineering and Surveying, representing Michael J. and Christi D. DeFrees, requested that the annexation be waived and stated that the petitioners will be happy to apply for annexation when the other manufacturing businesses in the Industrial Park do so. They wish to be treated equally.

There being no further comments, the public hearing was closed.

Upon being asked about whether a precedent had been set, Mayor Parrott stated that annexations in the Industrial Park had been waived several times, the most recent being the request by Kelly Barnhill.

City Attorney Holec stated that he is not aware of any business in the Industrial Park Area that has been annexed.

Motion was made by Council Member Little and seconded by Council Member Dunn to grant a waiver of annexation for the purpose of receiving sewer service. Motion carried unanimously.

Mr. Harris stated that on behalf of Mr. and Mrs. DeFrees, he withdraws the annexation request.

#### PUBLIC COMMENT PERIOD

No one was present to speak during the public comment period.

#### AMENDMENT TO LEASE AGREEMENT WITH GREENVILLE-PITT COUNTY CHAMBER OF COMMERCE, INC. - ADOPTED

City Attorney Holec stated that the Chamber of Commerce has requested that the lease agreement for the Fleming House be amended so that the Chamber will be able to lease all or a portion of the premises for a temporary and limited duration for meetings, banquets, receptions, and other events. Currently, the lease provides that the premises are to be used only for the offices of the Chamber and for no other commercial or other use. The lease with the Chamber was extended in August 2005 for a 20-year period with the Chamber paying an annual rental of \$1, being required to preserve and maintain the facility as a historical and architectural landmark, and being responsible for all expenses relating to maintenance, repair, and operation of the facility. Additionally, the Chamber was required to make substantial repairs to the building within the first two years of the lease term, and they have been completed. In September 2006, City Council approved the Chamber subleasing the third floor of the Fleming House to Community in Schools. According to the lease, the cost of the maintenance, repair and operation of the leased property is the Chamber's responsibility.

Motion was made by Council Member Dunn and seconded by Council Member Spell to adopt the resolution approving the amendment to the lease. Motion carried unanimously. (Resolution No. 07-47; Contract No. 305C)

AWARD OF BID FOR PURCHASE OF NEW HOME AT 1503 WEST FIFTH STREET - APPROVED

Mrs. Sandra Anderson, Senior Planner, stated that sealed bids were received on July 6, 2007 for the purchase of City-owned property located at 1503 West Fifth Street. The new single-family structure is a three-bedroom, two-bath unit with fair market value previously set at \$96,000. After review of the bid packages, it was determined that Patricia Clemons' package was complete and met all the requirements. Proceeds from the sale will be used to reimburse the City for expenses incurred in construction of this new house.

Motion was made by Council Member Little and seconded by Council Member Spell to award the bid to Patricia Clemons at a sales price of \$96,500 and to authorize the Community Development Director to sign the Offer to Purchase. Motion carried unanimously.

AWARD OF BID FOR PURCHASE OF NEW HOME AT 1509 WEST FIFTH STREET - APPROVED

Ms. Sandra Anderson, Senior Planner, stated that sealed bids were received on July 6, 2007 for the purchase of City-owned property located at 1509 West Fifth Street. The new single-family structure is a three-bedroom, two-bath unit with fair market value previously established at \$94,000. After review of the bid packages, staff determined that Patricia Clemons' and Vera Stancil/William Green's packages were complete and met all requirements. Ms. Clemons submitted bids on two homes with this bid as a second choice. Therefore, Stancil/Green's bid is the recommended bid for the award.

Motion was made by Council Member Spell and seconded by Mayor Pro-Tem Council to award the bid to Vera Stancil and William Green at a sales price of \$94,000 and authorize the Community Development Director to sign the Offer to Purchase. Motion carried unanimously.

US 264 EAST LAND USE PLAN - APPROVED

City Manager Bowers stated that in March, appointments were made by the Greenville and Washington City Councils to the Washington-Greenville Joint Issues Committee. The committee has now conducted two meetings. At the first meeting held on March 19, 2007, Pitt County Planning Director James Rhodes provided a status report on the US 264 East corridor planning process. Mr. Rhodes was scheduled to attend the second Joint Issues Committee on June 18, 2007, but he was unable to attend because at the same time the Pitt County Commission was meeting and was discussing the draft US 264 East Land Use Plan. At a prior meeting, the County Commission had stopped work on this planning process. On June 18, 2007, the County Commissioners voted to allow the County Planning staff to continue work on the US 264 East Land Use Plan. The Washington-Greenville Joint Issues Committee also met on June 18, 2007 and voted to recommend to the respective City Councils that the Councils endorse the US 264

East corridor planning process and urge the Pitt County Commission to complete this important planning study. The Joint Issues Committee has taken no position on the draft Plan at this time, but recognizing the importance of the US 264 East corridor as a transportation connector between Greenville and Washington, the Committee recommends that the process be completed in order to provide a coordinated plan for development in the area. The Joint Issues Committee will continue to monitor this planning process and provide appropriate comments to Pitt County. The Joint Issues Committee recommended that the Council authorize the Mayor to send a letter to the Pitt County Commission emphasizing the importance of the US 264 East corridor planning process to the City of Greenville and encourage the County to complete the US 264 East Land Use Plan in a deliberate, but timely manner. The County is moving forward with the plan. There will be a forum held on August 30, 2007, from 5:00 until 8:00 p.m. at the Pactolus Elementary School Cafeteria to discuss this matter. Mayor Pro-Tem Council and Council Member Craft are members of the joint committee, representing the Greenville City Council.

Motion was made by Council Member Craft and seconded by Mayor Pro-Tem Council to authorize the Mayor to send a letter to the Pitt County Commissioners emphasizing the importance of the US 264 East corridor planning process to the City of Greenville and encouraging the County to complete the US 264 East Land Use Plan in a deliberate, but timely manner. Motion carried unanimously.

WATER CAPITAL PROJECTS BUDGET ORDINANCE AND REIMBURSEMENT RESOLUTION FOR WATER SYSTEMS IMPROVEMENTS IN ACCORDANCE WITH THE WATER PURCHASE AGREEMENT BETWEEN GREENVILLE UTILITIES COMMISSION AND STOKES REGIONAL WATER CORPORATION – ADOPTED

Motion was made by Council Member Craft and seconded by Council Member Dunn to adopt the water capital projects budget ordinance and reimbursement resolution for water systems improvements in accordance with the Water Purchase Agreement between the Greenville Utilities Commission and Stokes Regional Water Corporation. Motion carried unanimously. (Ordinance No. 07-101) (Resolution No. 07-48)

RESOLUTION ABANDONING UTILITY EASEMENTS IN COREY RIDGE SUBDIVISION AND AUTHORIZING EXECUTION OF THE DEED OF RELEASE - ADOPTED

Motion was made by Council Member Craft and seconded by Council Member Dunn to adopt the resolution to abandon the utility easement and execute the deed of release. Motion carried unanimously. (Resolution No. 07-49)

SEWER CAPITAL PROJECTS BUDGET ORDINANCE AND REIMBURSEMENT RESOLUTION FOR GREENVILLE UTILITIES COMMISSION'S PHASE II SANITARY SEWER OUTFALL REHABILITATION PROJECT - ADOPTED

Motion was made by Council Member Craft and seconded by Council Member Dunn to adopt the sewer capital projects budget ordinance and reimbursement resolution for the Greenville Utilities Commission's Phase II Sanitary Sewer Outfall Rehabilitation Project. Motion carried unanimously. (Ordinance No. 07-102; Resolution No. 07-50)

SEWER CAPITAL PROJECTS BUDGET ORDINANCE AND REIMBURSEMENT RESOLUTION FOR GREENVILLE UTILITIES COMMISSION WASTEWATER TREATMENT PLANT ELECTRICAL AND SUPERVISORY CONTROL AND DATA ACQUISITION EQUIPMENT UPGRADE PROJECT - ADOPTED

Motion was made by Council Member Craft and seconded by Council Member Dunn to adopt the sewer capital projects budget ordinance and reimbursement resolution for the Greenville Utilities Commission Wastewater Treatment Plant Electrical and Supervisory Control and Data Acquisition Equipment Upgrade Project. Motion carried unanimously. (Ordinance No. 07-103; Resolution No. 07-51)

ORDINANCE AMENDING GREENVILLE UTILITIES COMMISSION'S ELECTRIC CAPITAL PROJECTS BUDGET FOR THE BELLS FORK TO WINTERVILLE TRANSMISSION LINE - ADOPTED

Motion was made by Council Member Craft and seconded by Council Member Dunn to adopt the ordinance amending GUC Electric Capital Projects Budget for the Bells Fork to Winterville Transmission Line. Motion carried unanimously. (Ordinance No. 07-104)

BUDGET ORDINANCE AMENDMENT #1 TO THE 2007-2008 CITY OF GREENVILLE BUDGET - ADOPTED

Motion was made by Council Member Dunn and seconded by Mayor Pro-Tem Council to adopt the ordinance approving budget ordinance amendment #1 to the 2007-2008 City of Greenville budget. Motion carried unanimously. (Ordinance No. 07-100)

COMMENTS FROM MAYOR AND CITY COUNCIL

Council Member Glover stated that the Affordable Housing Loan Committee, Mayor Pro-Tem Council, the staff and she have received many requests for assistance outside the 45-block area. The City has been concentrating all the bond and federal funds there. At the August 8 Affordable Housing Loan Committee, the Committee recommended that staff bring a recommendation to the Council for consideration. She requested that staff have this prepared in time for the September Council meeting. The Council needs to talk about a scattered sites housing project.

Council Member Glover corrected a statement she made at the August 6 meeting by stating that the Hightower Hoopsters went to Florida, not Philadelphia.

Council Member Dunn thanked the staff for a successful blood drive. She stated that the dog park looks great. She also thanked all the people responsible for the arrest of the arsonist. Council Member Dunn informed the public that now the Little League games can be seen live over the internet. The National Night Out event was successful and there was a good community showing.

Council Member Craft expressed appreciation to the businesses and other entities that participated in the meeting on August 6 with United Airlines representatives that was hosted by Congressman Jones.

Mayor Pro-Tem Council stated that the North Carolina Black Elected Municipal Officials Conference will be held in New Bern this weekend.

The Mayor and Council Members expressed their appreciation to Tom Tysinger, Director of Public Works, who will be retiring effective August 31.

Council Member Spell reported on the dog park (leash-cutting) ceremony that will be held on Monday, August 20, at 4:00 p.m. He also congratulated Cypress Glen on 20 years.

Council Member Little stated that his son's baseball team participated in the Southeast Regional Tournament and was defeated last night. He commented that Greenville's baseball facilities and programs are second to none. Greenville has a lot to be proud of with the parks and baseball facilities. He received a call from someone in Florida commenting on how great they were.

Mayor Pro-Tem Council stated that the Jackie Robinson Baseball League is having its banquet on Sunday, August 12, and that her son Logan is one of the speakers.

Council Member Glover announced that tomorrow is her birthday.

#### CITY MANAGER'S REPORT

City Manager Bowers congratulated Tom Tysinger upon his retirement from the City on August 31. He stated that Tom has been an asset to the City for many years.

Director of Community Development Merrill Flood informed the Council that he was notified this afternoon that a tax credit project for 48 units of multi-family housing (\$5.4 million) has been approved. This will be the first affordable housing tax credit project, and it is hoped that it will be started the first of the year.

Upon being told that there is no business that has to be conducted on August 20, motion was made by Council Member Craft and seconded by Council Member Spell to cancel the August 20, 2007 meeting. Motion carried unanimously.

#### ADJOURN

Motion was made by Council Member Craft and seconded by Council Member Spell to adjourn the meeting at 8:05 p.m. Motion carried unanimously.

Respectfully submitted,

Wanda T. Elks  
City Clerk



# City of Greenville, North Carolina

Meeting Date: 9/10/2007  
Time: 6:00 PM

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**Title of Item:** Resolution amending the Board and Commission Policy to include the Investment Advisory Committee

**Explanation:** The Investment Advisory Committee was created in August 2006 by the City Council. There is a need to include it in the Board and Commission Policy where the memberships of the various boards and commissions are explained and in the listing of boards and commissions to which a person may not serve on more than one.

**Fiscal Note:** None

**Recommendation:** Adopt the resolution amending the Board and Commission Policy by including the Investment Advisory Committee.

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**Attachments / click to download**

[Proposed Version 4 of Board and Commission Policy 713491](#)

[Resolution Amending the Board and Commission Policy by Including the Investment Advisory Committee 713545](#)



## BOARD AND COMMISSION POLICY FOR THE CITY OF GREENVILLE

Having citizens to serve on boards and commissions gives them an opportunity to participate in local government. In order to maintain some consistency, a policy has been adopted to aid in the appointment process and in other areas dealing with the boards and commissions. In order to provide all citizens of Greenville with an opportunity to serve on City boards and commissions, this board and commission policy is being established.

### Talent Bank

A pool of applicants for the various boards and commissions, called the talent bank, shall be maintained by the City Clerk's Office. This talent bank shall be updated on a biennial basis. Solicitation of applications for this pool of applicants shall be done through such methods as advertising in local newspapers, the City website and the government access channel.

### Appointments

City Council Members shall be notified of upcoming appointments to City boards and commissions by the first day of the month preceding the month in which the appointment is to be made. A list of persons who have indicated an interest in serving on the board or commission through the talent bank shall also be provided to the City Council.

The list of upcoming appointments shall be advertised in the local newspaper, on the government access channel and on the City's website at least four weeks prior to the meeting at which the appointment is to be made in order to provide citizens with an opportunity to indicate their interest in serving.

Prior to the 15th day of the month preceding the month in which the appointment is to be made, City Council Members shall submit any nominations for upcoming vacancies to the City Council liaison to the board or commission. City Council liaisons shall be provided a copy of resumes from citizens for upcoming appointments as they are received by the City Clerk's Office.

During review of nominations for upcoming appointments, City Council liaisons may request the City Clerk's assistance in obtaining the nominees' addresses and any pertinent background information. The City Council liaison shall contact the individual to discuss the applicant's interest in the board and his/her ability to attend the meetings in accordance with this policy.

Several of the boards and commissions have representation from other entities. Also, criteria for the membership is noted in the by-laws or ordinance creating many of the boards and commissions. The criteria and/or appointment process are detailed below.

Affordable Housing Loan Committee. The committee shall have seven regular members and one alternate member. It shall be racially diverse and composed of persons with experience and an interest in housing. The members may be of the following professions: banker, lawyer, realtor, member of the building profession or developer, member of a social service organization, and a member of a local housing group.

Board of Adjustment. The board shall consist of seven regular members and four alternate members. Five of the regular members and three alternate members shall reside within the corporate limits of the City of Greenville at the time of their appointment and shall be appointed by the City Council. Two of the regular members and one alternate member shall reside outside of the corporate limits of the city but within the extraterritorial jurisdiction at the time of their appointment and shall be appointed by the Board of Commissioners. City members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members. The County Commissioners shall appoint county candidates and the appointment letter shall be sent from the County Clerk's Office for those appointments. A copy of the appointment letter shall be sent to the City Clerk's Office, at which time the City records shall be updated.

Community Appearance Commission. The commission shall consist of 15 members, all of whom shall be citizens and residents of the city.

Environmental Advisory Commission. The commission shall have seven members that are designated as follows: (A) a lawyer; (B) a building contractor, land developer, or someone familiar with construction techniques; (C) a member of a local environmental group; (D) a professor of the natural or physical sciences (E) a professional engineer; (F) an at-large member from the Greenville community; and (G) an at-large member from the Greenville community with an active interest in the preservation of significant architectural/historical housing in the city. The Mayor shall serve as an ex-officio non-voting member of the commission.

Firemen's Relief Fund Committee. The committee shall consist of five trustees. The firemen shall elect two members, the City Council shall elect two members, and the Commissioner of Insurance shall appoint one representative to serve as trustee and he shall serve at the pleasure of the Commissioner.

Greenville Utilities Commission. The commission shall consist of eight members, one of whom is the City Manager. The charter specifies that the members shall have utilities expertise. Representation should include some members with financial, engineering, environmental, technical, or development backgrounds. Five City members shall be appointed by the City Council in accordance with this policy, and appointment letters for the City members sent by the City Clerk's Office. Two County candidates shall be nominated by the County Commissioners, at which time the County Clerk shall submit to the City Clerk a letter of recommendation. (The two candidates shall be bonafide residents of Pitt County but residing outside the city

limits, who shall be customers of Greenville Utilities.) The City Clerk's Office shall then obtain background information on the nominee and provide it along with the letter to the City Council liaison. The information shall be provided to City Council for consideration at a regular City Council meeting. The City Council shall have the right to reject any nominee from the Board of Commissioners and to request additional nominees. If the Pitt County Board of Commissioners fails to recommend a nominee to the City Council within 60 days of the original date requested by the City Council, then the City Council may appoint any individual that meets the residency requirement. The City Clerk's Office shall send a letter of appointment to the new members informing them of the appointment. A copy of the letter for County appointments shall be sent to the County Clerk. Greenville Utilities Commissioners filling the first three-year term shall automatically fill a second three-year term unless the City Council initiates the replacement process.

Historic Preservation Commission. The commission shall consist of ten members, the majority of whom shall have demonstrated special interest, experience, or education in history, architecture, and/or archaeology.

Housing Authority. The seven Housing Authority members are appointed by the Mayor. No commissioner may be a city official. At least one of the commissioners shall be a person who is directly assisted by the public housing authority. If the commissioner directly assisted by the public housing authority ceases to receive such assistance, the commissioner's office shall be abolished and another person who is directly assisted by the public housing authority shall be appointed by the Mayor.

Human Relations Council. The 14-member council shall consist of ten regular members, two high school representatives and two representatives appointed to serve from an institution of higher learning. Nominations from the high schools and the institutions of higher learning shall be submitted to City Council for consideration.

Investment Advisory Committee. The three-member committee shall be composed of three members that have a background in investing and money management (i.e., bankers, stock brokers, accountants, economists, etc.).

Pitt-Greenville Airport Authority. The authority shall have eight members, four appointed by the City Council and four appointed by the Pitt County Commissioners. The City Council and Pitt County Commissioner liaisons shall serve as voting members of the authority. City members shall be appointed by the City Council in accordance with this policy. Appointment letters shall be sent by the City Clerk's Office for City Members. County members shall be appointed by the County Commissioners, and appointment letters for those members sent by the County Clerk's Office. A copy of the letter shall be forwarded to the City Clerk's Office, at which time the City records shall be updated.

Pitt-Greenville Convention and Visitors Authority. The authority shall have eleven members as follows: Four owners or operators of hotels, motels, or other taxable

accommodations, two of whom shall be appointed by the Pitt County Board of Commissioners and two of whom shall be appointed by the City Council; two individuals who are directly involved in a tourist or convention-related business but do not own or operate a hotel, motel, or other taxable accommodation, one appointed by the Board of Commissioners and one appointed by the City Council; two residents of Greenville, appointed by the City Council, and two residents of Pitt County but not of Greenville, appointed by the Pitt County Board of Commissioners, none of whom is involved in a tourist or convention-related business or owns or operates a hotel, motel, or other taxable accommodation; and one individual who is a member of the Pitt-Greenville Chamber of Commerce, appointed by the Chairman of the Board of Directors of the Pitt-Greenville Chamber of Commerce. City members of the Convention and Visitors Authority Board shall be appointed by the City Council. Appointment letters shall be sent by the City Clerk's Office for the City appointments. The City Council shall also make a nomination to the County on five of the members, and appointment of County members shall be made by the Pitt County Commissioners based on the nominations of City Council. The Board of Commissioners has the right to reject any nominee from the City Council and request additional nominees. If the City Council fails to recommend a nominee to the County within sixty days after a written request for nominees is sent by the County to the City, then the Board of Commissioners may appoint any individual meeting the eligibility requirements of the Enabling Legislation. The County Clerk shall be responsible for sending out appointment letters for County members. The Chamber of Commerce shall appoint one of its members and is responsible for sending out the appointment letter for that appointment and sending a copy of the letter to the City Clerk's Office, at which time the records are updated.

Planning and Zoning Commission. The commission shall be composed of nine regular members and three alternate members. Appointments of members appointed by City Council shall be made to promote the representation of a variety of interests. This representation should include some members with environmental, neighborhood preservation, development and business interests. Seven regular City members and two alternate members shall reside within the corporate limits of the City and shall be appointed by the City Council. Appointment letters shall be sent from the City Clerk's Office for the City appointments. The County Commissioners shall appoint two regular County members and one alternate member. The appointment letter for County appointees shall be sent from the County Clerk's Office. A copy of the appointment/reappointment letters shall be sent to the City Clerks' Office, at which time the City records shall be updated.

Police Community Relations Committee. The committee shall be composed of seven members (one from each district, one at-large and one appointed by the Mayor). Members are appointed directly by the Mayor and individual Council Members. Members should not hold any elected office.

Public Transportation and Parking Commission. The commission shall be composed of seven members, all of whom shall be citizens and residents of the City. Each member shall be appointed by the City Council.

Recreation and Parks Commission. The commission shall be composed of nine members, all of whom shall be residents of the City. Each member shall be appointed by the City Council.

Redevelopment Commission. The commission shall consist of seven members, all of whom shall be residents of the City. Each member shall be appointed by the City Council.

Sheppard Memorial Library Board. The board shall consist of nine members. City members shall be appointed by the City Council in accordance with this policy. Appointment letters shall be sent from the City Clerk's Office for the City appointments. The County Commissioners shall appoint county candidates, and the appointment letters for County members shall be sent from the County Clerk's Office. A copy of the appointment/reappointment letter shall be sent to the City Clerks' Office, at which time the City records shall be updated. The City Council liaison to the Sheppard Memorial Library Board shall serve as a voting ex-officio member of the Board.

Youth Council. The Greenville Youth Council shall be composed of twenty-five members as follows: three representatives from each of the Pitt County public high schools; one representative from each of the private schools located in Pitt County (Trinity Christian School, Greenville Christian Academy, Calvary Christian Academy, and The Oakwood School), one home schooled student; and two youth members from the Human Relations Council. With the exception of the two youth members from the Human Relations Council, all members shall be appointed by City Council.

When an appointment is to be made by City Council on a particular board or commission, the City Council liaison shall contact the City Clerk's Office by noon on the Monday prior to the Thursday City Council meeting with a name of the person to be recommended for appointment. (Exceptions to this are (1) the Police Community Relations Committee, to which the Mayor and City Council Members each make individual appointments without a vote of City Council, (2) the Housing Authority, to which the Mayor makes the appointments, and (3) the Redevelopment Commission, to which the Mayor and each Council Member make a nomination for the individual members so that the Commission consists of members appointed by City Council after receipt of a nomination by either the Mayor or a Council Member.) If a talent bank form is not on file for the individual, the City Council Member shall be responsible for providing one to the City Clerk prior to that time. The City Clerk's Office shall be responsible for providing a copy of the talent bank form to all City Council Members at the Monday night meeting so that a recommendation can be made by the City Council liaison for appointment on Thursday night. Talent bank forms shall be provided to City Council on Monday night and the recommendation discussed, giving other City Council Members an opportunity for comment on the recommendation. A consensus on appointees shall be made at the

Monday meeting. If written information is unavailable to be presented at the Monday night meeting, the City Council liaison shall provide a copy of the talent bank form to the City Clerk's Office by Wednesday at noon to be submitted to Council in the Wednesday Notes to Council. Official action on appointments shall be taken at the Thursday Council meeting held during the month in which the appointment is due, unless a recommendation has not been selected, at which time the appointment shall be continued to the following month.

#### Appointment to a Board at the Conclusion of Service on a Board

When a citizen completes at least one full term on a board or commission, that person shall be eligible to serve on another as a City member at the completion of the term. However, a one-year waiting period is required in order to serve on the same board or commission.

#### Alternate Members

On certain boards and commissions, members shall originally be appointed as Alternate Members in order to provide a learning period unless there are more vacancies on the Board than the number of alternate slots for the Board at the time of appointment (see last sentence of this section). The alternates vote only when a regular member is absent or unable to vote. City alternates shall be provided for various boards as follows:

Affordable Housing Loan Committee	Alternate
Board of Adjustment	Alternate Nos. 1, 2 and 3
Planning and Zoning Commission	Alternate Nos. 1 and 2

Alternates shall move up in rank or to a regular member slot as vacancies become available on the board upon approval by the City Council and in accordance with the following rotation. In the instance of only one alternate, when a vacancy becomes available to replace regular member, the alternate shall move up and a new alternate member appointed. In the instance of two alternates, when a vacancy becomes available to replace a regular member, Alternate #1 shall be elevated to a regular member, Alternate #2 shall be elevated to Alternate #1, and a new Alternate #2 appointed. In the instance of three alternates, when a vacancy becomes available to replace a regular member, Alternate #1 shall be elevated to a regular member, Alternate #2 shall be elevated to Alternate #1, Alternate #3 shall be elevated to Alternate #2, and a new Alternate #3 appointed. In the event that there are two elevations at one time, the Alternate members shall move in the order in which they would have normally been elevated.

#### Reappointments

Persons serving on City boards and commissions having a term of more than three years shall be ineligible for consideration for reappointment. Persons serving on City boards and commissions having a term of three years or less shall be eligible for consideration for reappointment to a second term, but shall be ineligible for a third term. Persons serving unexpired terms on any City board or commission shall be eligible for consideration for appointment to a full term. On joint City and County boards, such as the Pitt-Greenville Airport Authority and the Sheppard Memorial Library Board, City appointees may be reappointed to a second term. The purpose of this exception is to

create the same reappointment policy for City appointees as that of the County on joint City/County boards; this policy shall be reviewed if the County of Pitt amends the County appointment policy with regard to joint City/County boards. The Housing Authority shall also be excepted, in that it is regulated by the provisions of State Statute.

#### Resignation of Board or Commission Members Elected to Public Office

Members of City boards or commissions who are elected as Mayor or as a City Council Member shall submit a resignation from the board or commission prior to becoming installed as an elected official.

#### Service of a Full-Time Employee on a Board or Commission

A full-time employee of the City of Greenville shall not be eligible to serve on a city authority, board, commission or committee as an appointee of the Mayor, City Council or a Council Member. If such a member becomes a full-time employee of the City of Greenville, that shall constitute a resignation from the authority, board, commission or committee upon which he serves, effective upon the date a replacement is appointed. The prohibition established herein shall not apply to any current full-time City employee who is currently serving on an authority, board, commission or committee for so long as said employee serves on the same body until the completion of the current term. The prohibition established herein shall not apply to service resulting from being an ex-officio member.

#### Serving on Two Boards Simultaneously

Individuals shall not serve on more than one of the following boards or commissions as a City Council appointment at the same time. Also, if an individual ceases to be a member of one of the boards or commissions for any reason, he or she shall be ineligible to serve on another board or commission for a period of one year. The list of boards and commissions that fall in this category include:

- Affordable Housing Loan Committee
- Board of Adjustment
- Community Appearance Commission
- Environmental Advisory Commission
- Firemen's Relief Fund Committee
- Greenville Utilities Commission
- Historic Preservation Commission
- Housing Authority
- Human Relations Council
- Investment Advisory Committee
- Pitt-Greenville Airport Authority
- Pitt-Greenville Convention and Visitors Authority
- Planning and Zoning Commission
- Police Community Relations Committee
- Public Transportation and Parking Commission

Recreation and Parks Commission  
Redevelopment Commission  
Sheppard Memorial Library Board  
Youth Council (except that two members shall serve as members of the Human Relations Council)

Individuals shall not hold more than two appointive offices or more than one appointive office and an elective office concurrently in violation of North Carolina General Statute 128-1.1.

#### Designation of Liaisons and their Roles and Responsibilities

Designation. The Mayor shall designate City Council Members and the Mayor as liaisons to boards and commissions whose members are appointed by the City. Prior to the designation of the liaisons, the Mayor shall ask Council Members to which boards and commissions they prefer to be designated as liaison. The Council Members shall be provided an opportunity to discuss their choices with the Mayor.

Length of Designation. The liaisons shall serve until the end of their elected two-year term as a City Council Member or the Mayor.

Roles of the Liaisons. The liaison is a communication link between the City Council and the appointed board or commission. The liaison role is not to regularly and actively discuss subjects on the agenda with the board or commission members, but to offer insight into overall City goals and policies that have been adopted by the City Council as it may relate to an issue being considered by the board or commission. The liaison, from time to time as appropriate, shall inform City Council of major activities of the board or commission.

Attendance. The attendance at board or commission meetings is at the discretion of the liaison. While attendance at every meeting is not required, attendance sufficient to understand the subjects before the board or commission is important.

Voting. The liaison is not a voting member of the board or commission and may not make motions at a meeting of the board or commission. The exception to this is the Sheppard Memorial Library Board of Trustees and the Pitt-Greenville Airport Authority where the liaison is a voting member and should participate as a full member.

Appointments. The liaison is to review the applications in the talent bank for vacancies on the board or commission and to make recommendations of persons to City Council to fill the vacancies. The exception to this is the Housing Authority to which the Mayor has appointive authority and the Police Community Relations Committee to which each individual City Council Member has appointive authority.

#### Attendance of Members

All appointed members of the various boards and commissions are expected to attend all regular meetings. Whenever a member of any board or commission has missed three or more consecutive



regular meetings or fails to attend seventy-five percent of all regularly scheduled meetings, the staff liaison to the board or commission shall notify the City Clerk of the member's attendance record. The City Clerk's Office shall send a letter to the member asking to be notified about the person's ability to attend future meetings. A copy of the letter shall be sent to the City Council liaison, and the attendance will be monitored for a period of three months, at which time replacement may occur if the attendance requirements are still not met. If the member responds that he desires to continue serving and will attend future meetings on a regular basis, the City Clerk's Office will notify the City Council liaison. However, if the person either fails to respond to the letter within 30 days or indicates that he is unable or unwilling to attend, the City Council liaison will be notified by the City Clerk's Office and the vacancy placed on the next possible City Council agenda for replacement. The appointment shall be for the duration of the unexpired term of the member whose position has been vacated.

Failure to observe any requirement of this policy shall not affect the validity or legality of any appointment.

This policy, adopted April 13, 2006 and amended December 11, 2006, August 6, 2007, and September 10, 2007 supercedes previous board and commission policies.

RESOLUTION NO. 07-\_\_\_\_\_  
RESOLUTION AMENDING THE BOARD AND COMMISSION POLICY FOR THE CITY  
OF GREENVILLE BY INCLUDING THE INVESTMENT ADVISORY COMMITTEE

WHEREAS, on April 13, 2006, the Greenville City Council adopted Resolution No. 06-14, which created a new “Board and Commission Policy for the City of Greenville”; and

WHEREAS, on August 7, 2006, the Greenville City Council adopted Resolution No. 06-37, which established the Investment Advisory Committee;

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

Section 1. That the Board and Commission Policy for the City of Greenville is hereby amended by adding to the “Appointments” section the following text.

Investment Advisory Committee. The three-member committee shall be composed of three members that have a background in investing and money management (i.e., bankers, stock brokers, accountants, economists, etc.).

Section 2. That the Board and Commission Policy for the City of Greenville is further amended by adding to the “Serving on Two Boards Simultaneously” section, the “Investment Advisory Committee.”

Section 3. That all resolutions and clauses of resolutions in conflict with this resolution are hereby repealed; and

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

This 10<sup>th</sup> day of September, 2007.

---

Robert D. Parrott, Mayor

ATTEST:

---

Wanda T. Elks, City Clerk



# City of Greenville, North Carolina

Meeting Date: 9/10/2007  
Time: 6:00 PM

**Title of Item:** Resolution accepting dedication of rights-of-way and easements for Corey Ridge, Section Two, Phase Two; Stonehenge Office Park; Birch Place, Treetops Subdivision; Charleston Village, Section 1, Phase 1; Charleston Village, Section 1, Phase 2; and Savannah Place, Section 3

**Explanation:** In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Corey Ridge, Section Two, Phase Two (Map Book 68 at Pages 14-15); Stonehenge Office Park (Map Book 68 at Page 50); Birch Place, Treetops Subdivision (Map Book 66 at Page 200); Charleston Village, Section 1, Phase 1 (Map Book 62 at Page 126); Charleston Village, Section 1, Phase 2 (Map Book 62 at Page 177); and Savannah Place, Section 3 (Map Book 68 at 113). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plats showing rights-of-way and easements are also attached.

**Fiscal Note:** Funds for the maintenance of these rights-of-way and easements are included within the FY 2007-2008 budget.

**Recommendation:** City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Corey Ridge, Section Two, Phase Two; Stonehenge Office Park; Birch Place, Treetops Subdivision; Charleston Village, Section 1, Phase 1; Charleston Village, Section 1, Phase 2; and Savannah Place, Section 3.

---

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

**Attachments / click to download**

- [Stonehenge Office Park](#)
- [Birch Place](#)
- [Corey Ridge](#)

- [📁 Charleston Village Section 1 Phase 1](#)
  - [📁 Charleston Village Section 1 Phase 2](#)
  - [📁 Savannah Place](#)
  - [📁 September 2007 Right of Way and Easement Resolution 709810](#)
-

RESOLUTION NO. 07 \_\_\_\_\_  
A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF  
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160A-374 authorizes any city council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Subdivision Review Board of the City of Greenville has acted to approve the final plats named in this resolution, or the plats or maps that predate the Subdivision Review Process; and

WHEREAS, the final plats named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and

WHEREAS, the Greenville City Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the City of Greenville to accept the offered dedication on the plats named in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina:

Section 1. The City of Greenville accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved subdivision plats:

Corey Ridge, Section Two, Phase Two	Map Book 68	Pages 14-15
Stonehenge Office Park	Map Book 68	Page 50
Birch Place, Treetops Subdivision	Map Book 66	Page 200
Charleston Village, Section 1, Phase 1	Map Book 62	Page 126
Charleston Village, Section 1, Phase 2	Map Book 62	Page 177
Savannah Place, Section 3	Map Book 68	Page 113

Section 2. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the City, or as provided by the laws of the State of North Carolina.

Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 10<sup>th</sup> day of September, 2007.

\_\_\_\_\_  
Robert D. Parrott, Mayor

ATTEST:

\_\_\_\_\_  
Wanda T. Elks, City Clerk

NORTH CAROLINA  
PITT COUNTY

I, Patricia A. Sugg, a Notary Public, do hereby certify that Wanda T. Elks, City Clerk, personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was signed in its name by its mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and notarial seal this 10<sup>th</sup> day of September, 2007.

\_\_\_\_\_  
Notary Public

My Commission Expires: 9/4/2011



NOTES

- WATER, SEWER, ELECTRIC AND GAS SERVICES WILL BE PROVIDED BY GREENVILLE UTILITIES COMMISSION
- A PORTION OF THIS PROPERTY IS LOCATED IN THE 100 YEAR FLOOD HAZARD AREA (ZONE AE) AND A PORTION IS LOCATED IN A FLOODWAY AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP 37204R0004A DATED JANUARY 2, 2004

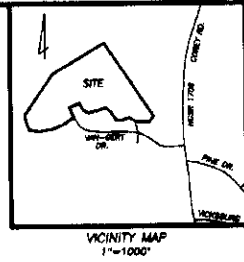
REFERENCES

D.R. 2046, P. 142
D.R. 2046, P. 148
D.R. 1233, P. 843
D.R. C-26, P. 480
S.M. 84, P. 3 & 4
M.S. 85, P. 65
PIT COUNTY REGISTRY

LAURA B. GARRIS WEIGUM
D.B. 1147, P. 822

Doc ID: 0018010002 Type: OP
Recorded: 08/03/2007 at 11:14:38 AM
Fee Amt: \$42.00 Page 1 of 2
Pitt County, NC
Judy J. Tart, Register of Deeds
#88 PG 14-15

Table with 3 columns: LOT, AREA, and ACRES. Lists lots 20 through 84 with their respective areas.

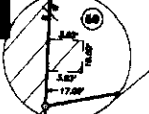


4788-10
DRAWING NUMBER

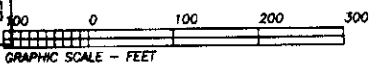
PR. 2 Lot 20
DRAWING NUMBER

LEGEND
EXISTING IRON PIPE
EXISTING P.I.C. MAIL
NO POINT SET
IRON PIPE SET
12" CHANNEL IN CONCRETE
EXISTING AXLE

SITE DATA
TOTAL AREA IN SITE: 22.4481 AC.
AREA OF LOTS: 20.2466 AC.
AREA IN STREETS: 2.1889 AC.
OPEN SPACES: NONE
RECREATION AREAS: NONE



ADDITIONAL PROPERTY OWNER
JOHN L. CORBETT & WIFE
DEAN H. CORBETT
P.O. BOX 1548
WINTERVILLE, NC 28690
(252) 365-6888



FINAL PLAT SHEET 1 OF 2

COREY RIDGE, SECTION TWO, PHASE TWO AND A RECOMBINATION OF LOT 20
COREY RIDGE, SECTION TWO, PHASE ONE
DEED BOOK 2046, PAGE 142; DEED BOOK 2046, PAGE 146 AND A PORTION OF ESTATE FILE 926-707
CITY OF GREENVILLE
WINTERVILLE TOWNSHIP - PIT COUNTY - NORTH CAROLINA

OWNER: CHARTER PROPERTIES, LLC VICTOR T. COREY
ADDRESS: P.O. BOX 1548, WINTERVILLE, NC 28690
PHONE: (252) 365-6888
Searull & Associates Inc.
Surveyed by: DAU Approved by: SNS
Date: JANUARY 18, 2007
Checked by: JAO Scale: 1"=100'

SOURCE OF TITLE
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PIT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:
DEED BOOK 2046 PAGE 146
DEED BOOK 2046 PAGE 142
DEED BOOK C-28 PAGE 480

OWNER'S STATEMENT
THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF:
SEE OWNER'S SIGNATURES ABOVE
SWORN AND SUBSCRIBED TO BEFORE ME THIS 2 DAY OF MAY, 2007

APPROVAL
THIS FINAL PLAT # 07-41 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 8, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 25TH DAY OF MAY, 2007

DEDICATION
THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE(S) TO THE PUBLIC SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.



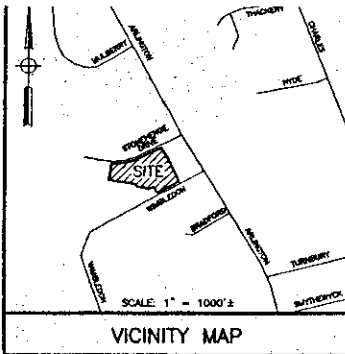
OWNER'S SIGNATURES
Victor T. Corey
John L. Corbett
Dean H. Corbett



I CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
Stephen N. Spruill
STEPHEN N. SPRUILL L-2723

CERTIFICATION
I, STEPHEN N. SPRUILL, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS MAP DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY ME, THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-30 AS AMENDED, WITNESS MY HAND AND SEAL THIS 2 DAY OF MAY, A.D. 2007.
SIGNED: Stephen N. Spruill
REGISTRATION NUMBER L-2723
STATE OF NORTH CAROLINA
COUNTY OF PITT
I, JUDY J. TART, REVIEW OFFICER OF PITT COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
REVIEW OFFICER: Judy J. Tart
FILED FOR REGISTRATION THIS THE 25 DAY OF MAY, 2007 AT 10:00 O'CLOCK A.M.
JUDY J. TART, REGISTER OF DEEDS
DEPUTY REGISTER OF DEEDS





**SITE DATA**

TOTAL AREA	5.581 AC.
NUMBER OF LOTS CREATED	8
AREA IN COMMON AREA	0
AREA IN PARKS, RECREATION AREAS	0
CEMETERIES AND THE LIKE	0

**LEGEND**

EP = EXISTING IRON PIPE  
 R/W = RIGHT-OF-WAY  
 PC = POINT OF CURVATURE  
 PT = POINT OF TANGENCY  
 ECM = EXISTING CONCRETE MONUMENT  
 CH = CHORD  
 R = RADIUS  
 o = IRON PIPE SET UNLESS OTHERWISE NOTED

**CURVE TABLE**

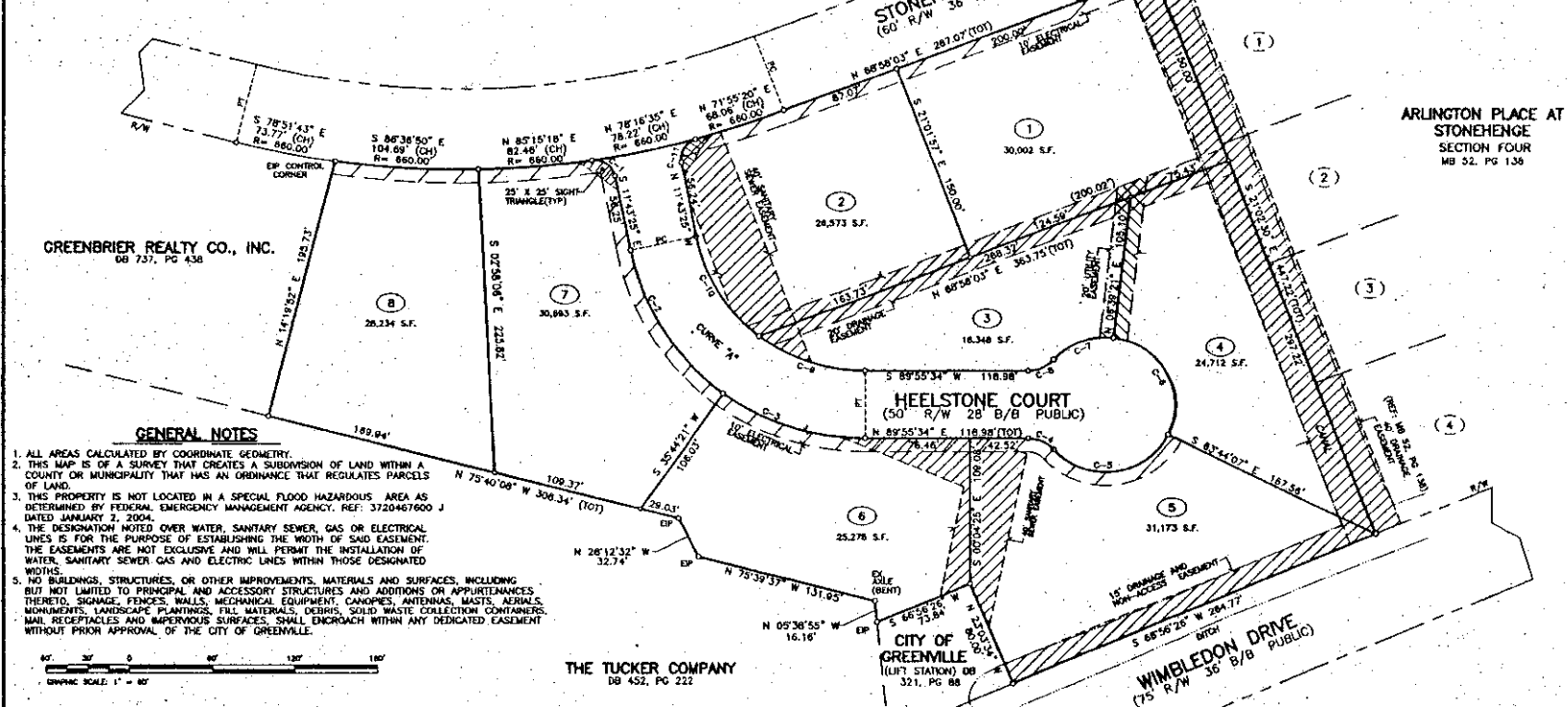
CURVE	RADIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CH BEARING
C-1	14.88'	14.17'	22.88'	88°53'42"	382°56'30"	20.58'	S 50°01'30"E
C-2	175.00'	88.12'	126.82'	42°32'13"	32°44'28"	128.88'	S 32°58'32"E
C-3	175.00'	98.55'	109.30'	35°48'47"	37°44'28"	107.81'	S 72°10'02"E
C-4	28.00'	11.18'	21.03'	48°11'14"	229°10'59"	20.41'	S 65°58'42"E
C-5	58.00'	23.92'	42.81'	11°51'05"	114°30'28"	82.83'	N 87°11'25"E
C-6	96.00'	38.88'	68.85'	10°38'32"	114°33'28"	81.72'	N 28°32'23"W
C-7	50.00'	25.88'	47.83'	54°50'08"	114°35'29"	48.11'	S 80°11'48"W
C-8	25.00'	11.18'	21.03'	48°11'22"	229°10'59"	20.41'	S 65°58'42"E
C-9	125.00'	62.50'	81.81'	37°33'09"	43°50'12"	80.47'	N 71°17'51"W
C-10	125.00'	46.48'	69.01'	40°47'51"	45°50'12"	67.14'	N 32°07'21"W
C-11	15.00'	14.14'	22.87'	86°38'08"	381°58'18"	20.58'	N 31°54'40"E

Doc ID: 001250660001 Type: CAP  
 Recorded: 08/31/2007 at 03:20:42 PM  
 Fee Amt: \$91.00 Page 1 of 1  
 Pitt County, NC  
 Judy J. Tart Register of Deeds  
 68 PG 50

**CURVE TABLE**

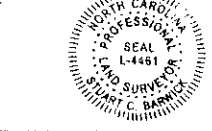
**CURVE "A"**

R = 150.00'  
 L = 78°01'00"  
 T = 205.12'  
 C = 122.21'  
 Ch = S 20°53'58" E  
 189.51'



**GENERAL NOTES**

- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- THIS MAP IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY, REF: 3720457600 J DATED JANUARY 2, 2004.
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRICAL LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND APPURTENANCES THEREON, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRoACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE.



**CERTIFICATION**

I, STUART C. BARNICK CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 733, PAGE 438, ETC.) OTHER THAN THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE... THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND LONGITUDES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-03 AS AMENDED; WITNESS MY HAND AND SEAL THIS 30th DAY OF JUNE AD 2008.

SIGNED: *[Signature]* REGISTRATION NO. L-4481

**REVIEW OFFICER'S CERTIFICATE**

Andrew Thomas H. REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

SIGNED: *[Signature]* 5/31/07 DATE

FINAL PLAT A PORTION OF PARCEL #51009 SHEET 1 OF 1

**STONEHENGE OFFICE PARK**

REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 737, PAGE 438 OF THE PITT COUNTY REGISTRY

GREENVILLE, WINTERTOWN TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: GREENBRIER REALTY  
 ADDRESS: P.O. BOX 2548 GREENVILLE, NC 27836  
 PHONE: (252) 752-2106

ENGINEER: BALDWIN AND ASSOCIATES  
 1015 CONFEDERATE DRIVE GREENVILLE, NC 27858  
 (252) 758-1380

APPROVED: SCB DATE: 06/30/2008

CHECKED: WNB/SCB SCALE: 1" = 80'

**SOURCE OF TITLE**

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:

DEED BOOK 737 PAGE 438  
 DEED BOOK PAGE  
 DEED BOOK PAGE

NC REGISTRATION NO. L-4481

**OWNERS STATEMENT**

THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF *[Signature]*

SWORN AND SUBSCRIBED BEFORE ME THIS DAY OF August, 2006.

*[Signature]*  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES: 03/28/2009

**APPROVAL**

THIS FINAL PLAT NO. 08-85 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 28th DAY OF JULY 2006.

SIGNED: *[Signature]* CITY PLANNER

**DEDICATION**

THE UNDERSIGNED HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE "IRREVOCABLE, FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.

SIGNED: *[Signature]*  
 ATTEST: *[Signature]*

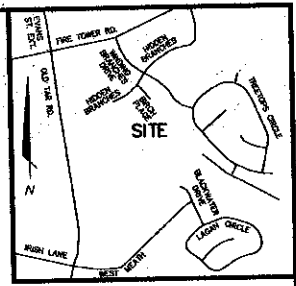
E.I.P. (CONTROL)

Notes:

1. NO PIPES SET UNLESS OTHERWISE INDICATED.
2. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
3. THIS PROPERTY IS LOCATED WITHIN ZONE X, (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS SHOWN ON FIRM MAP NUMBER 3720488500J PANEL 4685 J, EFFECTIVE JANUARY 2, 2004. NAVD 29 + (-1.15) = NAVD 88
4. AREA BY COORDINATES.
5. MEDIAN COMMON AREA TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION

M.B. #1 PG. 149 (10/11/83)

Doc ID: 00087640001 Type: OP  
 Recorded: 12/06/2006 at 09:58:46 AM  
 Fee Amt: \$11.00 Page 1 of 1  
 Pitt County, NC  
 Judy Tart, Register of Deeds  
 BK 66 Pg 200



Location Map 1"=1,000'

Site Summary:

NUMBER OF LOTS CREATED \_\_\_\_\_ NONE  
 ACREAGE IN TOTAL TRACT \_\_\_\_\_ 0.39 AC ±  
 ACREAGE IN COMMON AREA(S) \_\_\_\_\_ NONE  
 ACREAGE IN PARK AND RECREATION AREAS \_\_\_\_\_ NONE

LINE	BEARING	LENGTH
L1	S 25°43'43" E	22.89
L2	N 24°53'00" E	1.91
L3	N 35°10'06" W	24.68
L4	N 32°21'54" E	2.88
L5	N 48°41'43" E	1.77
L6	S 67°30'22" W	4.61
L7	S 26°25'39" E	35.06
L8	S 30°43'01" E	37.88
L9	S 61°02'22" W	38.94
L10	S 55°44'52" W	62.28
L11	S 58°24'15" W	36.05
L12	S 13°15'12" E	35.48
L14	N 52°24'16" E	35.48
L15	N 55°24'52" E	62.13

References:

- M.B. 29 PG. 111-A
- M.B. 31 PG. 149
- M.B. 31 PG. 261
- M.B. 53 PG. 10

LEGEND

- E.I.P. EXISTING IRON PIPE
  - I.P.S. IRON PIPE SET
  - D.B. DEED BOOK
  - PG. PAGE
  - R/W RIGHT OF WAY
  - M.B. MAP BOOK
  - T.P. TELEPHONE PEDESTAL
  - ★ LIGHT POLE
  - SANITARY SEWER MANHOLE
  - WATER METER
  - CATCH BASIN
  - CLEAN OUT
  - CONCRETE
  - WATER MAIN / SERVICE
  - STORM DRAINAGE LINES
  - SANITARY SEWER MAIN
  - S.D.T. SIGHT DISTANCE TRIANGLE
  - GAS VALVE
  - HOA HOME OWNERS ASSOCIATION
- GRAPHIC SCALE  
 0 20 40 80  
 ( IN FEET )  
 1 inch = 40 ft.

PUBLIC RIGHT OF WAY DEDICATION PLAT  
**BIRCH PLACE**  
**TREETOPS SUBDIVISION**

CITY OF GREENVILLE, WINTERVILLE TOWNSHIP, PITT CO., NORTH CAROLINA

OWNER **TREETOPS GENERAL HOME OWNERS ASSOCIATION**  
 C/O MARK MELTZER, PRESIDENT  
 ADDRESS 1502 BIRCH PLACE, WINTERVILLE NC 28590  
 PHONE 252-756-7599

**Rivers** & Associates, Inc.  
 107 East Second Street  
 Greenville, NC 27834  
 (252) 752-4155

Engineers  
 Surveyors

SURVEYED: JDC  
 DRAWN: PH  
 CHECKED: PWH

APPROVED: PWH  
 DATE: 8/15/06  
 SCALE: 1" = 40'

SOURCE OF TITLE

TO THE BEST OF MY KNOWLEDGE, THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:

DEED BOOK 949 PAGE 001  
 DEED BOOK E52 PAGE 38  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

NOTARY PUBLIC  
 KELLY LOUISE PHILLIPS  
 PITT COUNTY, N.C.

OWNERS STATEMENT

THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF \_\_\_\_\_ (SEE ABOVE)

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14<sup>th</sup> DAY OF December 2006.

Kelly Louise Phillips  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES 6/29/2010

APPROVAL

THIS FINAL PLAT NO. 05-124, WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE DAY OF \_\_\_\_\_ 2006.

MINOR ALTERATION  
 SIGNED: Andrew Thomas  
 CITY PLANNER

DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES, AND EASEMENTS FOREVER, ALL AREAS SHOWN OR SO INDICATED ON SAID PLAT.

SIGNED: (SEE OWNERS SIGNATURES)  
 ATTEST: Kelly Louise Phillips  
 CITY CLERK

RECORDING INFORMATION

RECORDED IN MAP BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

FILED FOR REGISTRATION THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.

JUDY J. TART, REGISTER OF DEEDS

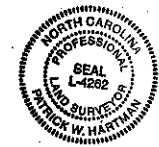
BY \_\_\_\_\_ DEPUTY REGISTER OF DEEDS

DWG. NO. FP-658 PROJECT NO. 26164 SHEET NO. 1 OF 1



OWNERS SIGNATURES  
 Mark Meltzer, PRESIDENT, TREETOP GENERAL HOA  
 Mark Meltzer, OWNER LOT 24  
 Nancy Brown Meltzer, OWNER LOT 24

CURVE	RADIUS	ARC LENGTH	CH BEARING	CH LENGTH	DEL TA
C1	20.00	35.63	N 78°48'43" W	31.04	101°42'13"
C2	38.00	58.14	N 68°28'57" W	52.63	67°29'23"
C3	43.00	14.77	S 58°04'04" E	14.71	18°48'38"
C4	41.00	61.88	S 05°23'27" W	58.24	86°16'32"
C5	20.00	24.62	S 03°45'02" W	23.09	70°31'22"
C6	576.00	42.27	N 35°54'21" E	42.26	472'44"
C7	576.00	41.77	N 41°03'35" E	41.76	188'45"
C8	576.00	10.94	N 43°11'59" E	10.54	133'02"
C9	576.00	53.65	N 63°41'09" E	50.83	504'00"
C10	576.00	88.20	N 63°41'09" E	88.11	847'39"
C11	582.00	268.64	N 42°12'00" W	266.34	2528'59"
C12	3.05	8.42	N 88°21'34" E	5.10	178°59'09"
C13	5.15	15.33	S 69°33'06" W	10.27	170°33'37"
C14	7.00	13.81	N 88°24'39" E	12.66	129°21'17"
C15	3.85	4.63	N 65°08'53" W	3.85	80°33'06"
C16	7.00	10.04	S 82°20'51" W	13.86	164°01'46"
C17	13.50	33.81	S 85°09'04" E	27.49	124°58'04"
C17	13.00	18.11	N 03°08'11" W	15.10	71°00'10"



CERTIFICATION

NORTH CAROLINA PITT COUNTY

I, PATRICK W. HARTMAN CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME. THE BEARINGS AND DISTANCES DESCRIBED IN BOOK SEE PAGE SEE THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 ± THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH C.S. 47-30 AS AMENDED, I FURTHER CERTIFY PURSUANT TO C.S. 47-30 (H11) THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN AN AREA REGULATED BY THE CITY OF GREENVILLE, SUBDIVISION ORDINANCE, LICENSE NUMBER, AND SEAL THIS 29<sup>TH</sup> DAY OF NOVEMBER, 2006.

SIGNED: Patrick W. Hartman  
 PROFESSIONAL LAND SURVEYOR  
 LICENSE NUMBER: L-4262

NORTH CAROLINA PITT COUNTY

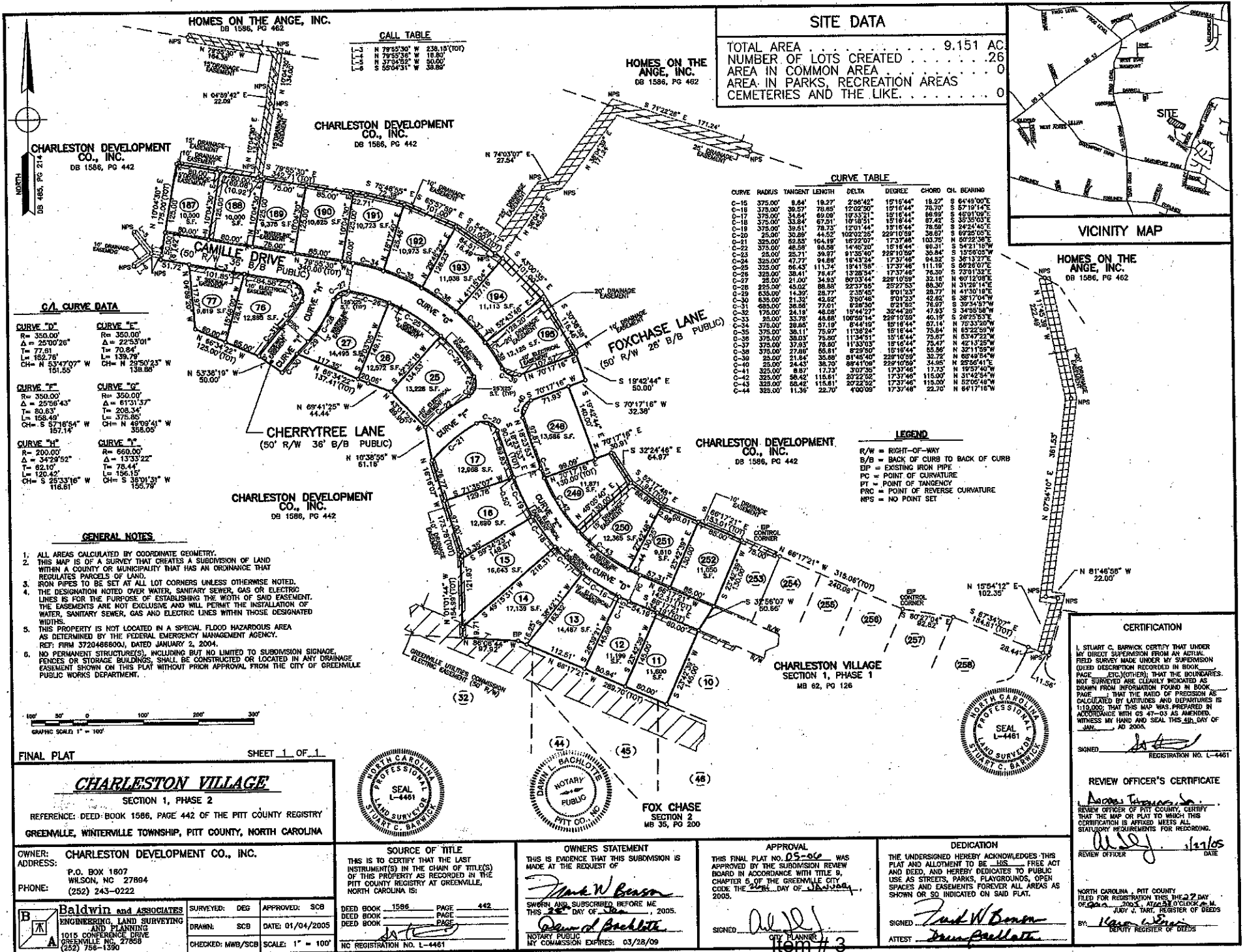
Andrew Thomas, Jr.  
 A REVIEW OFFICER OF PITT COUNTY, N.C. CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

BY: Andrew Thomas, Jr.  
 REVIEW OFFICER  
 DATE: 12/6/06

NORTH CAROLINA PITT COUNTY

FILED FOR REGISTRATION THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M.  
 JUDY J. TART, REGISTER OF DEEDS  
 BY \_\_\_\_\_ DEPUTY REGISTER OF DEEDS





**GENERAL NOTES**

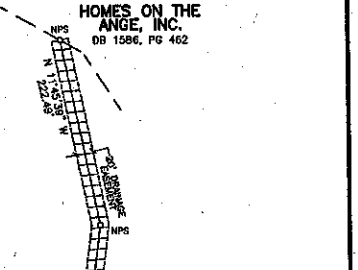
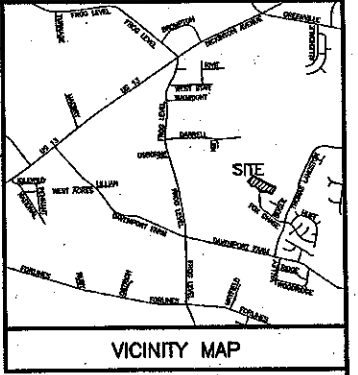
1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. THIS MAP IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
3. IRON PIPES TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
4. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
5. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARDOUS AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.  
REF: FIRM 3720488B00, DATED JANUARY 2, 2004.
6. NO PERMANENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR LOCATED IN ANY DRAINAGE EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.

**SITE DATA**

TOTAL AREA	9.151 AC
NUMBER OF LOTS CREATED	26
AREA IN COMMON AREA	0
AREA IN PARKS, RECREATION AREAS	0
CEMETERIES AND THE LIKE	0

**CURVE TABLE**

CURVE	RADIUS	TANGENT	LENGTH	DELTA	DEGREE	CHORD	CH. BEARING
C-15	375.00'	8.64'	19.27'	2°56'42"	15°16'44"	19.27'	S 64°48'00"E
C-16	375.00'	39.57'	78.89'	12°02'50"	19°16'44"	78.70'	S 57°19'14"E
C-17	375.00'	34.64'	69.00'	10°53'21"	15°16'44"	69.93'	S 49°01'09"E
C-18	375.00'	33.84'	67.91'	10°18'51"	19°16'44"	67.42'	S 35°50'03"E
C-19	375.00'	39.51'	78.73'	12°01'44"	15°16'44"	78.59'	S 49°43'42"E
C-20	25.00'	32.89'	44.52'	102°23'25"	22°10'59"	102.09'	S 69°25'06"E
C-21	325.00'	62.83'	104.19'	18°22'07"	17°37'46"	103.75'	N 102°23'06"E
C-22	325.00'	39.89'	79.88'	11°44'30"	15°16'44"	79.31'	S 49°11'10"W
C-23	325.00'	25.21'	59.97'	6°35'40"	22°10'59"	58.84'	S 12°58'05"W
C-24	325.00'	47.77'	94.88'	18°43'24"	17°37'46"	94.82'	S 38°13'27"E
C-25	325.00'	36.43'	74.88'	11°17'24"	17°37'46"	74.82'	S 62°02'07"E
C-26	325.00'	38.41'	76.47'	13°28'54"	17°37'46"	76.30'	S 72°01'32"E
C-27	25.00'	21.00'	34.93'	6°03'34"	22°10'59"	33.96'	S 12°17'04"E
C-28	25.00'	45.02'	89.95'	22°37'55"	22°10'59"	88.30'	N 31°26'14"E
C-29	636.00'	14.37'	28.77'	2°39'45"	80°12'3"	28.77'	N 41°30'10"W
C-30	636.00'	14.37'	28.77'	2°39'45"	80°12'3"	28.77'	N 41°30'10"W
C-31	693.00'	38.98'	77.01'	8°36'30"	62°10'5"	76.97'	S 29°34'57"W
C-32	178.00'	24.18'	48.38'	10°44'27"	32°44'29"	47.93'	S 34°25'30"W
C-33	35.00'	33.78'	44.80'	108°57'14"	22°10'59"	43.15'	S 62°25'30"W
C-34	375.00'	28.85'	57.19'	8°48'10"	19°16'44"	57.14'	N 75°33'20"W
C-35	375.00'	38.11'	75.97'	11°58'24"	15°16'44"	75.84'	N 63°47'22"W
C-36	375.00'	38.03'	75.90'	11°34'51"	15°16'44"	75.81'	N 42°13'25"W
C-37	375.00'	37.93'	75.80'	11°33'03"	15°16'44"	75.74'	N 38°11'58"W
C-38	25.00'	27.89'	55.81'	6°25'00"	15°16'44"	55.66'	N 68°45'47"W
C-39	25.00'	21.84'	35.89'	6°14'40"	22°10'59"	35.72'	N 65°52'41"W
C-40	25.00'	24.43'	38.70'	8°47'40"	22°10'59"	38.55'	N 55°55'41"W
C-41	325.00'	8.87'	17.74'	3°07'55"	17°37'46"	17.73'	N 18°57'41"W
C-42	325.00'	58.42'	116.81'	20°22'52"	17°37'46"	115.00'	N 31°42'54"W
C-43	325.00'	58.42'	116.81'	20°22'52"	17°37'46"	115.00'	N 31°42'54"W
C-44	325.00'	11.36'	22.70'	4°00'09"	17°37'46"	22.70'	N 64°17'18"W



**FINAL PLAT** SHEET 1 OF 1

**CHARLESTON VILLAGE**  
SECTION 1, PHASE 2

REFERENCE: DEED BOOK 1586, PAGE 442 OF THE PITT COUNTY REGISTRY  
GREENVILLE, WINTERTOWN TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: CHARLESTON DEVELOPMENT CO., INC.  
ADDRESS: P.O. BOX 1807  
WILSON, NC 27894  
PHONE: (252) 243-0222

**Baldwin and Associates**  
ENGINEERING, LAND SURVEYING  
AND PLANNING  
1015 CONFERENCE DRIVE  
GREENVILLE, NC 27658  
(252) 766-1390

SURVEYED: DEG APPROVED: SCB  
DRAWN: SCB DATE: 01/04/2005  
CHECKED: MMB/SCB SCALE: 1" = 100'

**SOURCE OF TITLE**  
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:

DEED BOOK 1586 PAGE 442  
DEED BOOK PAGE  
DEED BOOK PAGE

NC REGISTRATION NO. L-4461

**OWNERS STATEMENT**  
THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF

*Mark W. Brown*  
SWORN AND SUBSCRIBED BEFORE ME  
THIS 2nd DAY OF JANUARY, 2005.

*Dawn M. Brubaker*  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 03/28/09

**APPROVAL**  
THIS FINAL PLAT NO. 05-06 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 22nd DAY OF JANUARY, 2005.

SIGNED: *Alley*  
CITY PLANNER  
Tom # 3

**DEDICATION**  
THE UNDERSIGNED HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE L.A.S. - FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.

SIGNED: *Mark W. Brown*  
ATTEST: *Dawn Brubaker*

**CERTIFICATION**  
STUART C. BARWICK CERTIFY THAT UNDER MY DIRECT SUPERVISION UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE ETC.) (OTHERS) THAT THE BOUNDARIES, NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 42-39 AS AMENDED. WITNESS MY HAND AND SEAL THIS 22nd DAY OF JAN. AD 2005.

SIGNED: *Stuart C. Barwick*  
REGISTRATION NO. L-4461

**REVIEW OFFICER'S CERTIFICATE**  
*Alley*  
REVIEW OFFICER: *Alley* DATE: 1/14/05

NORTH CAROLINA, PITT COUNTY  
FILED FOR REGISTRATION THIS 22nd DAY  
OF JAN. AD 2005. JUDY A. TAYLOR, REGISTER OF DEEDS  
BY: *Karen L. Brown*  
DEPUTY REGISTER OF DEEDS





# City of Greenville, North Carolina

Meeting Date: 9/10/2007  
Time: 6:00 PM

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**Title of Item:** Authorization for Greenville Utilities Commission to submit a grant application for Aquifer Storage and Recovery (ASR) Wellhead Facilities Project

**Explanation:** In April 2007, GUC staff submitted a grant pre-application to the U.S. Department of Commerce - Economic Development Administration (EDA) requesting 50% funding for the ASR Wellhead Facilities project. In August, GUC received notification that the pre-application had been approved by the EDA Finance Committee, and GUC was invited to submit a full application.

Staff has been working to complete the EDA grant application and submit it prior to the September 17 deadline. GUC is eligible to apply for a grant of \$703,000 to help fund the estimated \$1.4 million project. GUC should be notified by November if GUC/the City will receive the grant.

The City of Greenville is being asked to serve as co-applicant for the grant due to the City's ownership of the property (for the use and benefit of GUC).

**Fiscal Note:** No cost to the City of Greenville.

**Recommendation:** Authorize the Mayor and City representatives to execute the EDA grant application as a co-applicant.

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Attachments / [click to download](#)



# City of Greenville, North Carolina

Meeting Date: 9/10/2007  
Time: 6:00 PM

---

**Title of Item:** Ordinance establishing a Sewer Capital Projects Budget for the Stokes and Pactolus Schools sewer extensions

**Explanation:** Earlier in 2007, the GUC Board and City Council approved the request from Pitt County Schools for the extension of sanitary sewer service to Stokes and Pactolus Schools. GUC staff has completed its evaluation of the potential for an extended service area beyond school property. As a reminder, Pitt County Schools has committed to providing the entire \$1,400,000 in estimated funding needed to serve the schools only.

Staff's evaluation of the potential to construct facilities that will serve an extended service area beyond school property indicates that it may be appropriate to expand the project which will serve Pactolus School. However, it does not appear that construction of facilities to serve an extended area for the Stokes School project would be appropriate. Attached are some pertinent points regarding these projects.

At the meeting on August 21, 2007, the GUC Board adopted a Sewer Capital Projects Budget for engineering services and easement acquisition for this project and recommended similar action by the City Council.

**Fiscal Note:** No cost to the City of Greenville

**Recommendation:** Adopt Sewer Capital Projects Budget Ordinance for the Stokes and Pactolus Schools Sewer Extensions

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 [Fact Sheet](#)

 [Ordinance](#)

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## **Stokes & Pactolus Pump Stations Pertinent Points Regarding Expanded Sewer Service**

Water Resources staff reviewed the feasibility of installing deeper wet wells to expand the sewer service areas surrounding the pump stations proposed for Stokes and Pactolus Elementary Schools. Pertinent Points regarding each station are summarized below.

### **Pactolus Elementary School**

- Approximately 12' deep wet well required to provide sewer service to the school. Estimated cost is \$140,000.
- Providing a 30' deep wet well will result in a service area encompassing about 4,222 Acres.
- Additional cost for a 30' deep wet well is approximately \$100,000 (total estimated cost of \$240,000).
- Additional service area is located along US Hwy. 264. Significant development is expected to occur in this area, which is included in a corridor study currently being conducted by the County.
- Staff recommends expenditure of additional funds for the Pactolus Pump Station.

### **Stokes Elementary School**

- Approximately 15' deep wet well required to provide sewer service to the school. Estimated cost is \$150,000.
- Due to the topography of the site (located on a hill), a 15' deep wet well will provide very limited sewer service beyond the school property.
- Providing a 25' deep wet well will result in a service area encompassing about 209 acres – most of which is currently developed.
- Additional cost for a 25' deep wet well is approximately \$70,000 (total estimated cost of \$220,000).
- Staff does not recommend expenditure of additional funds for the Stokes Pumping Station.

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

FOR SEWER CAPITAL PROJECT BUDGET  
STOKES AND PACTOLUS SCHOOLS SEWER EXTENSION

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

Section 1. Revenues. Revenues of Sewer Capital Project, Stokes and Pactolus Schools Sewer Extension, is hereby established to read as follows:

Revenues

Pitt County Schools - Aid in Construction	<u>\$235,000</u>	
Total Revenue		<u><u>\$235,000</u></u>

Section 2. Expenditures. Expenditures of the Sewer Capital Project Budget, Stokes and Pactolus Schools Sewer Extension, is hereby established to read as follows:

Expenditures

Project Costs	<u>\$235,000</u>	
Total Expenditures		<u><u>\$235,000</u></u>

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

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Robert D. Parrott, Mayor

ATTEST:

\_\_\_\_\_  
Wanda T. Elks, City Clerk



# City of Greenville, North Carolina

Meeting Date: 9/10/2007  
Time: 6:00 PM

**Title of Item:** Capital Projects Budget Ordinance and Reimbursement Resolution for Greenville Utilities Commission River Hill Annexation Sewer Project

**Explanation:** At the GUC Board meeting in November 2005, discussion was held on the proposed annexation of the River Hill Subdivision. At that time, staff informed the Board of a Hwy. 33 East development request and presented a proposed concept to provide regional sewer service to this area.

At the November 2006 meeting, the GUC Board approved the proposed funding arrangement among the developers, GUC, and the City for the combined Hwy. 33 East Development/River Hill annexation sewer extension. As a reminder, the estimated project cost is \$822,142 and the cost-sharing arrangement approved by the Board consists of GUC at 42% (\$345,153), developers at 33.3% (\$274,047), and City of Greenville at 24.7% (\$202,942).

The City Council has approved the annexation of River Hill to be effective June 30, 2008. In accordance with the NC General Statutes, utility services are required to be available within 2 years of the effective date of annexation, or in this case, June 30, 2010.

This project involves (1) construction of a regional pumping station and sewer outfall to serve River Hill, the proposed NC 33 East development and surrounding area; (2) GUC acquisition of the existing River Hill Sewer System; and (3) installation of water mains, adequately sized for fire flows, by the Eastern Pines Water Corporation.

Several agreements are needed for this project. An agreement needs to be executed between GUC and the City for reimbursement of the City's portion of the project cost to GUC.

The GUC Board, at their meeting on August 21, 2007, adopted a Sewer Capital Projects Budget and recommended similar action by the City Council. Action was also taken to authorize the GUC Chair to execute needed agreements related to the River Hill Annexation Sewer Extension Project. In addition, the GUC

Board adopted a reimbursement resolution to allow GUC to reimburse itself from future debt financing and recommended similar action by the City Council.

The proposed budget includes the funding for reimbursement cost to the developers for project construction and funding for the cost to purchase the needed easements for the River Hill Sewer Outfall.

**Fiscal Note:** The City's share of the project cost is \$202,942.

**Recommendation:**

- 1) Adopt Sewer Capital Projects Budget Ordinance
- 2) Adopt reimbursement resolution to allow GUC to reimburse itself from future debt financing
- 3) Authorize the Mayor and necessary City officials to execute the agreement with GUC for reimbursement of the City's share of the project to GUC

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**Attachments / click to download**

 [Sewer Capital Projects Budget Ordinance](#)

 [Reimbursement Resolution](#)

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

FOR SEWER CAPITAL PROJECT BUDGET  
RIVER HILLS ANNEXATION SEWER EXTENSION PROJECT

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

Section 1. Revenues. Revenues of Sewer Capital Project, River Hills Annexation Sewer Extension Project, is hereby established to read as follows:

Revenues

GUC - Debt Financing	\$397,058	
City of Greenville - Aid in Construction	<u>202,942</u>	
Total Revenue		<u><u>\$600,000</u></u>

Section 2. Expenditures. Expenditures of the Sewer Capital Project Budget, River Hills Annexation Sewer Extension Project, is hereby established to read as follows:

Expenditures

Project Costs	<u>\$600,000</u>	
Total Expenditures		<u><u>\$600,000</u></u>

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

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Robert D. Parrott, Mayor

ATTEST:

\_\_\_\_\_  
Wanda T. Elks, City Clerk

**RESOLUTION NO. 07-\_\_**

**RESOLUTION DECLARING THE INTENTION OF THE  
CITY COUNCIL OF THE CITY OF GREENVILLE  
TO REIMBURSE THE CITY FROM THE PROCEEDS  
OF A DEBT FINANCING FOR CERTAIN EXPENDITURES  
MADE AND TO BE MADE IN CONNECTION WITH THE ACQUISITION  
AND CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS**

WHEREAS, the City of Greenville, North Carolina (the "City") has paid, beginning, September 13, 2007, which date is no more than 60 days prior to the date hereof, certain expenditures in connection with the acquisition and construction of certain improvements (the "Improvements") more fully described in Exhibit A attached hereto, consisting of improvements to its electric, gas, sanitary sewer and water systems (collectively, the "System"); and

WHEREAS, the City Council of the City (the "City Council") has determined that those moneys previously advanced no more than 60 days prior to the date hereof to pay such expenditures in connection with the acquisition and construction of the Improvements (the "Expenditures") are available only on a temporary period and that it is necessary to reimburse the City for the Expenditures from the proceeds of an issue of debt (the "Debt");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City Council hereby declares its intent to reimburse the City from the proceeds of the Debt for the Expenditures made on and after September 13, 2007, which date is no more than 60 days prior to the date hereof. The City Council reasonably expects on the date hereof that it will reimburse the City for the Expenditures from the proceeds of a like amount of the Debt.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the System, or (d) a grant to a party that is not related to or an agent of the City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the City.

Section 3. The principal amount of the Bonds estimated to be issued to reimburse the City for Expenditures for the Improvements is estimated to be \$397,058.

Section 4. The City will make a reimbursement allocation, which is a written allocation by the City that evidences the City's use of proceeds of the Debt to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Improvements are placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. The resolution shall take effect immediately upon its passage.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2007.

---

Robert D. Parrott, Mayor

ATTEST:

---

Wanda T. Elks, City Clerk

**EXHIBIT A**

**THE IMPROVEMENTS**

The Improvements referenced in the resolution include, but are not limited to, the extension associated with the River Hills Annexation.





# City of Greenville, North Carolina

Meeting Date: 9/10/2007  
Time: 6:00 PM

**Title of Item:** Capital Project Budget Ordinance and Reimbursement Resolution for Greenville Utilities Commission Gas Distribution System SCADA Upgrade Project

**Explanation:** The Gas Distribution System Supervisory Control and Data Acquisition (SCADA) Upgrade Project is needed to improve system reliability, utilize existing technology infrastructure, and reduce operating costs. The SCADA system is used to provide remote monitoring, control, and data archiving of process data such as flow, pressure, and temperature for four gate stations, twelve interruptible customers, four system pressure points, and the Liquefied Natural Gas (LNG) facility. Three new interruptible customers are scheduled to be added to the SCADA system this fiscal year.

During the winter months, staff has to remotely operate flow control valves at the gate stations in order to most effectively inject vaporized LNG from our LNG facility into the gas distribution system and so that GUC does not exceed our pipeline capacity limits. With the current communications system, the operation of these flow control valves is unreliable and sometimes not available. The project will replace aging and obsolete equipment, allow the system to operate on the same operating system, and convert communications from serial-leased data lines to Ethernet radio communications.

The new communications method will utilize the Electric Department's existing spread spectrum radio system. The elimination of the leased data lines will save \$15,000 per year in operating costs. The Ethernet communications will allow us to quickly troubleshoot issues with field equipment from the office or other remote locations.

The estimated cost of this project is \$612,000. This project is part of the Gas Department Five-Year Capital Improvement Plan and is scheduled for Fiscal Year 2007-2008.

At their meeting on August 21, 2007, the GUC Board adopted a Gas Capital Projects Budget and recommended similar action by the City Council. In

addition, the GUC Board adopted a reimbursement resolution to allow GUC to reimburse itself from future debt financing and recommended similar action by the City Council.

**Fiscal Note:** No cost to the City of Greenville.

**Recommendation:**

- 1) Adopt the attached Gas Capital Projects Budget Ordinance
- 2) Adopt the attached Reimbursement Resolution to allow GUC to reimburse itself from future debt financing

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**Attachments / click to download**

 [Gas Capital Projects Budget Ordinance](#)

 [Reimbursement Resolution](#)

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

FOR GAS CAPITAL PROJECTS BUDGET  
GAS DISTRIBUTION SYSTEM SCADA UPGRADE PROJECT

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

Section 1. Revenues. Revenues of Gas Capital Projects, Gas Distribution System SCADA Upgrade Project, is hereby established to read as follows:

Revenues

Debt Financing	<u>\$612,000</u>	
Total Revenue		<u><u>\$612,000</u></u>

Section 2. Expenditures. Expenditures of the Gas Capital Project Budget, Gas Distribution System SCADA Upgrade Project, is hereby established to read as follows:

Expenditures

Project Costs	<u>\$612,000</u>	
Total Expenditures		<u><u>\$612,000</u></u>

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

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Robert D. Parrott, Mayor

ATTEST:

\_\_\_\_\_  
Wanda T. Elks, City Clerk

**RESOLUTION NO. 07-\_\_**

**RESOLUTION DECLARING THE INTENTION OF THE  
CITY COUNCIL OF THE CITY OF GREENVILLE  
TO REIMBURSE THE CITY FROM THE PROCEEDS  
OF A DEBT FINANCING FOR CERTAIN EXPENDITURES  
MADE AND TO BE MADE IN CONNECTION WITH THE ACQUISITION  
AND CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS**

WHEREAS, the City of Greenville, North Carolina (the "City") has paid, beginning, September 13, 2007, which date is no more than 60 days prior to the date hereof, certain expenditures in connection with the acquisition and construction of certain improvements (the "Improvements") more fully described in Exhibit A attached hereto, consisting of improvements to its electric, gas, sanitary sewer and water systems (collectively, the "System"); and

WHEREAS, the City Council of the City (the "City Council") has determined that those moneys previously advanced no more than 60 days prior to the date hereof to pay such expenditures in connection with the acquisition and construction of the Improvements (the "Expenditures") are available only on a temporary period and that it is necessary to reimburse the City for the Expenditures from the proceeds of an issue of debt (the "Debt");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City Council hereby declares its intent to reimburse the City from the proceeds of the Debt for the Expenditures made on and after September 13, 2007, which date is no more than 60 days prior to the date hereof. The City Council reasonably expects on the date hereof that it will reimburse the City for the Expenditures from the proceeds of a like amount of the Debt.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the System, or (d) a grant to a party that is not related to or an agent of the City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the City.

Section 3. The principal amount of the Bonds estimated to be issued to reimburse the City for Expenditures for the Improvements is estimated to be \$612,000.

Section 4. The City will make a reimbursement allocation, which is a written allocation by the City that evidences the City's use of proceeds of the Debt to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Improvements are placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. The resolution shall take effect immediately upon its passage.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2007.

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Robert D. Parrott, Mayor

ATTEST:

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Wanda T. Elks, City Clerk

**EXHIBIT A**

**THE IMPROVEMENTS**

The Improvements referenced in the resolution include updating all of Greenville Utilities field Supervisory Control and Data Acquisition (SCADA) equipment, including communications equipment and updating of Human Machine Interface (HMI) screens.



# City of Greenville, North Carolina

Meeting Date: 9/10/2007  
Time: 6:00 PM

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**Title of Item:** Presentations by boards and commissions

- a. Human Relations Council
- b. Youth Council

**Explanation:** The Human Relations Council and the Youth Council will make their annual reports to City Council at the September 10, 2007 meeting.

**Fiscal Note:** N/A

**Recommendation:** Information only; no action recommended

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# City of Greenville, North Carolina

Meeting Date: 9/10/2007  
Time: 6:00 PM

**Title of Item:** Presentation of the annual audit for the fiscal year ended June 30, 2007

**Explanation:** Bryan Starnes of Martin Starnes & Associates will present the firm's unqualified opinion of the financial statements for the fiscal year ended June 30, 2007 for the governmental and business-type activities, each major fund, and the remaining fund information of the City of Greenville. Additionally, the City of Greenville's Financial Services Department will provide the financial position of the City for the year along with other comparative financial information. This information will be formally presented at the City Council meeting on September 10, 2007.

This presentation will present the unqualified opinion for the year ended June 30, 2007, which disclosed no material internal control weaknesses or material violations of laws and regulations relative to its major federal programs.

The final phase of the annual audit will include submission of financial statements to the Local Government Commission to ensure appropriate review and accountability. Following review and final revisions, the Comprehensive Annual Financial Report (CAFR) will be submitted to the Mayor, City Council Members, and the City Manager. That process should be completed by October 31, 2007. A copy will also be submitted to the Government Finance Officers Association for the Award for Excellence in Financial Reporting consideration.

**Fiscal Note:** Revenues, including transfers from other funds, for General Fund amounted to \$66,234,266 for the fiscal year ended June 30, 2007. This number represents a 2.9% increase over projected revenue. Expenditures for General Fund amounted to \$67,453,964, which is \$1,219,698 over total revenue. As a result, the General Fund balance amounted to \$27,458,653. The downturn of fund balance recognized during the current year is largely due to the transfers into the new Vehicle Replacement Fund to start-up operations. The General Fund balance continues to remain strong as it has over the past five years, as illustrated below.



<u>6/30/2003</u>	<u>6/30/2004</u>	<u>6/30/2005</u>	<u>6/30/2006</u>	<u>6/30/2007</u>
\$20,479,680	\$23,031,474	\$26,521,729	\$28,678,338	\$27,458,653

**Recommendation:** Approve the audit report as presented by Martin Starnes & Associates and receive the information on the results of operations for the fiscal year ended June 30, 2007 presented by Financial Services.

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# City of Greenville, North Carolina

Meeting Date: 9/10/2007  
Time: 6:00 PM

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**Title of Item:** Resolution authorizing the lease by the negotiated offer, advertisement, and upset bid method of property to Place Acquisition, LLC

**Explanation:** GUC and City staff have been working with Place Acquisition, LLC, a student housing developer from Atlanta, Georgia, on a lease agreement for property located near GUC's old Power Plant site just off First Street near the Tar River. Place plans to construct a multi-story student housing facility on the property they are purchasing adjacent to the site. Place desires to enter into a long-term lease agreement for this property to be used for surface parking for the proposed facility.

The property is owned by the City for the use and benefit of Greenville Utilities and is the previous location of the Manufactured Gas Plant. For several years, GUC has been involved in the remediation of this site due to coal/tar deposits that have contaminated the soils. This remediation will be entering the final phase in the near future. The property is currently not being used, and GUC does not plan to use it in the future. The GUC Board, at their meeting on August 21, 2007, authorized the General Manager/CEO to execute this lease agreement on behalf of GUC, subject to similar approval by the City Council.

**Fiscal Note:** Annual lease payments will be made to GUC. The City will receive increased property tax revenues from the new construction on the adjacent site.

**Recommendation:** Adopt resolution authorizing the lease of property to Place Acquisition, LLC, through the negotiated offer and upset bid method

**Attachments / click to download**

 [Exhibit G](#)

 [Resolution Authorizing the Lease of Property Place Acquisitions LLC 715116](#)

 [Place Acquistion LLC Lease 715749](#)

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RESOLUTION NO.  
RESOLUTION AUTHORIZING THE LEASE BY THE NEGOTIATED OFFER,  
ADVERTISEMENT, AND UPSET BID METHOD OF PROPERTY OWNED BY THE CITY  
OF GREENVILLE FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES  
COMMISSION LOCATED WEST OF CHERRY HILL CEMETERY

WHEREAS, an offer has been made to lease property owned by the City of Greenville for the use and benefit of Greenville Utilities Commission located west of Cherry Hill Cemetery, south of the Tar River, and east of the Seaboard Coastline Railroad right of way; and

WHEREAS, North Carolina General Statute 160A-269 authorizes the City of Greenville to lease property by the negotiated offer, advertisement, and upset bid method;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville as follows:

- 1) That it proposes to accept the offer by Place Acquisition, LLC to lease the hereindescribed property and that it authorizes the sale of the hereindescribed property by the negotiated offer, advertisement, and upset bid method.
- 2) That the property to be leased is described as follows:

Being a portion of the property owned by the City of Greenville for the use and benefit of the Greenville Utilities Commission, recorded in Deed Book A-19 Page 306, Pitt County Registry, (hereinafter referred to as the Greenville Utilities Commission property), bound on the west by the Seaboard Coastline Railroad property, on the north by the Tar River, on the east by the Marvin K. Blount and Jan D. Blount property and an existing cemetery and on the south by the Greenville Utilities Commission property and more particularly described as follows:

Beginning at an existing iron pipe, said iron pipe being the south westerly property corner of the Marvin K. Blount and Jan D. Blount property recorded in Deed Book. 1074 Pg. 451 and Map Book 15 Page 49; thence from the point of beginning with the northerly property line of an existing cemetery n 49°09'32" w 165.00 feet to an existing iron pipe; thence cornering with the westerly line of the existing cemetery s 40°20'03" w 293.39 feet to a point, said point being located in 40°20'03" e 49.82 feet from an existing iron pipe; cornering and leaving the cemetery property line, crossing the Greenville Utilities Commission property three (3) calls, (1) n 45°39'08" w 103.98 feet to a point, (2) s 43°53'23" w 99.44 feet to a point, (3) n 72°45'07" w 70.83 feet to a point in the easterly line of the Seaboard Coastline Railroad; thence cornering and running with the easterly line of Seaboard Coastline Railroad three (3) calls, (1) n 20°36'55" e 96.93 feet to an iron pipe set, (2) n 45°51'54" e 32.50 feet to an iron pipe set, (3) n 30°36'58" e 485.18 feet to an existing iron pipe located at the top of the bank of the Tar River; thence cornering and running with the Tar River s 68°56'23" e 340.13 feet to a set iron pipe in the westerly property line of the Marvin K. Blount and Jan D. Blount property recorded in Deed Book. 1074 pg. 451 and Map Book 15 page 49; thence cornering and running with the westerly line of Marvin K. Blount and Jan D. Blount s 17°00'00" w 329.35 feet to an existing iron

pipe, the point of beginning, passing through and existing iron pipe at 119.33 feet, being a leased area containing 3.938 acres more or less and being shown on an ALTA/ACSM land title survey prepared for Place Acquisitions, LLC and Fidelity National Title Insurance Company by Rivers and Associates, dated May 2, 2007, Drawing Number W-3054-alt.

- 3) That the offer of Place Acquisition, LLC is to lease the property for a term of forty (40) years with three (3) options to renew of twenty (20) years each and at an annual payment of \$15,920 with an annual rental adjustment formula based upon the consumer price index.
- 4) That Place Acquisition, LLC shall deposit with the City Clerk five percent of the amount of the forty (40) year lease payment in the form of cash, cashier's check, or certified check, said deposit will be forfeited if there are no qualifying offers at the conclusion of the upset bid procedure, Council accepts the offer, and Place Acquisition, LLC does not execute the lease in a form approved by the City Attorney.
- 5) That the City Clerk shall publish a notice of offer in the amount of the forty year lease payment and request for upset bids. Within ten (10) days of publication of the notice, any person may raise the bid for the lease of the property by not less than ten percent of the first one thousand dollars and five percent of the remainder. When the bid is raised, the bidder shall deposit five percent of the increased bid in the form of cash, cashier's check, or certified check. The deposit will be forfeited if the bidder withdraws the offer or if the bidder has the highest qualifying offer at the conclusion of the upset bid procedure, Council accepts the offer, and the bidder does not execute the lease in a form approved by the City Attorney. In the event identical qualifying upset bids are received, the bid submitted earliest shall be selected as the qualifying upset bid. The procedure shall be repeated until no further qualifying upset bids are received, at which time the City Council may accept the offer and sell the property to the highest bidder.
- 6) That, for any upset bid which is accepted by City Council, the execution of the lease for the property shall occur no later than thirty (30) days after acceptance of the bid by the City Council, said lease to be in a form acceptable to the City Attorney.
- 7) That City Council may at any time reject any and all offers.

This 10th day of September, 2007.

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Robert D. Parrott, Mayor

ATTEST:

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Wanda T. Elks, City Clerk

### SUMMARY OF BASIC TERMS

LESSOR: CITY OF GREENVILLE, NORTH CAROLINA for the use and benefit of GREENVILLE UTILITIES COMMISSION OF THE CITY OF GREENVILLE, NORTH CAROLINA, and the GREENVILLE UTILITIES COMMISSION OF THE CITY OF GREENVILLE, NORTH CAROLINA

LESSEE: PLACE ACQUISITION, LLC , a Georgia limited liability company and its successors and assigns

PREMISES: See Exhibit "A" attached hereto

TERM: Forty (40) years

OPTIONS TO RENEW: Three (3) of twenty (20) years each

RENTAL RATE: See attached Exhibit "D"

BROKERS: None

DATE OF LEASE: October \_\_, 2007

PERMITTED USE: Parking Facility

## GROUND LEASE

THIS GROUND LEASE, dated October \_\_, 2007 (this "Lease"), made and entered into by and between, THE CITY OF GREENVILLE, NORTH CAROLINA for the use and benefit of GREENVILLE UTILITIES COMMISSION OF THE CITY OF GREENVILLE, NORTH CAROLINA (the "City") and THE GREENVILLE UTILITIES COMMISSION OF THE CITY OF GREENVILLE, NORTH CAROLINA (the "GUC") (the City and the GUC hereinafter collectively, "Lessor"), and PLACE ACQUISITION, LLC, a Georgia limited liability company and its successors and assigns ("Lessee");

### WITNESSETH:

WHEREAS, Lessor is the owner of fee simple title to the Land described on Exhibit "A" attached hereto, which is located in Greenville, North Carolina; and

WHEREAS, certain conditions precedent are required to be satisfied and Lessor has agreed to perform certain obligations as set forth herein as conditions to Lessee's obligations hereunder; and

WHEREAS, Lessor and Lessee desire to reduce to writing their agreements with respect to the leasing of the Land from Lessor to Lessee;

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, Lessor and Lessee, intending to be legally bound, hereby agree as follows:

## ARTICLE I

### Definitions

1.1 Certain Defined Terms. As used in this Lease, certain capitalized terms, whether singular or plural, shall have the meanings set forth in Exhibit "B" attached hereto. All defined terms used in this Ground Lease which are not defined in Exhibit "B" attached hereto shall have the meanings ascribed to them elsewhere in this Ground Lease.

## ARTICLE II

### Inspection Period, Title and Termination Rights

Between the date hereof and 120 days, Lessee shall have the right to examine the Property pursuant to the terms of Exhibit "C" attached hereto and to exercise the rights set forth therein.

## ARTICLE III

### Environmental Matters

3.1 Lessor's Environmental Obligations. Lessor shall promptly and diligently conduct and complete the cleanup and remediation of any and all Hazardous Substance or any other environmental contamination on or affecting the Land, all in accordance with the "Re-use Plan" attached hereto as Exhibit "H" (the "Re-use Plan") [the ReTec Group Plan] and any "no-action" or similar letter from the applicable Governmental Authority (the "Lessor's Environmental Obligations") to enable Lessee to obtain site disturbance and building permits necessary for the construction of the Initial Improvements and any easement relocation related to the Initial Improvements. Lessor and Lessee acknowledge that the Re-use Plan attached hereto is a preliminary draft, and that subsequent modifications to the attached draft shall be subject to the approval of both Lessor and Lessee. Lessor and Lessee agree to cooperate in good faith and with best efforts to resolve any disputes regarding the responsibilities and obligations related to any subsequent modifications to the Re-use Plan. Lessor and Lessee agree and understand that to the extent that any subsequent modifications to the Re-use Plan affect the Land, Lessor shall be obligated to perform, at Lessor's cost, all obligations related to the Land. Lessor and Lessee further agree and understand that to the extent that any subsequent modifications to the Re-use Plan are imposed because of Lessee's construction or use of the Land, then Lessor shall be obligated to perform such obligations as part of Lessor's Environmental Obligations, except that Lessee shall pay to Lessor the cost of those obligations related to Lessee's construction and use. In order to accommodate the foregoing, Lessor shall use reasonable efforts to prepare the final form of the Re-use Plan such that the Re-use Plan shall delineate as clearly as possible those obligations that relate to the Land without Lessee's construction and use, and those obligations that are imposed as a direct result of Lessee's construction and use. It is expressly understood by Lessor and Lessee that, except as expressly set forth herein, Lessor shall bear all financial responsibility, cost, and expense related to Lessor's Environmental Obligations. Lessor and Lessee recognize and acknowledge that final completion of Lessor's Environmental Obligations may be delayed by the State of North Carolina (the "State") not approving the Re-use Plan. To the extent that the field work component of Lessor's Environmental Obligations cannot be completed by Lessor such that Lessee may enter upon the Land to begin site work and construction on or before July 1<sup>st</sup>, 2008 (the "Field Work Completion Date") due to a failure on the part of the State of North Carolina to approve the Re-use Plan, and which State approval is not withheld because of matters within the control of Lessor (and Lessor has timely fulfilled all obligations in connection with the approval, submittal, application, and satisfaction of the Re-use Plan) Lessor shall deliver written notice to Lessee indicating that there will be a delay due to the State's failure to approve the Re-Use Plan. Other than as set forth in the preceding sentence, in the event that Lessor has not completed the field work component of Lessor's Environmental Obligations on or before the Field Work Completion Date, Lessor shall be in default under this Lease, and Lessee shall have the right, on or before the tenth (10th) day following the Field Work Completion Date, to exercise Lessee's right to specific performance as set forth in Section 15.7.

3.2 Lessor's Environmental Monitoring. In addition to Lessor's Environmental Obligations, Lessor shall be responsible, at Lessor's sole cost and expense, for all subsequent and ongoing maintenance, testing, examination, remediation obligations for the Land through the



term of this Lease which ongoing obligations are included in the Re-use Plan (said obligations hereinafter referred to as “Lessor’s Environmental Monitoring”), except as may be required as a result of any action of Lessee, Lessee’s agents, assigns, designees, invitees as may occur in connection with Lessee’s construction or use upon the Property. Lessor shall have full access to the Land to perform any environmental monitoring following the completion of Lessor’s Environmental Obligations as set forth in the ReTec Group Plan. Lessor’s Environmental Monitoring shall include taking all actions or remediation as may be required by the State of North Carolina, or other Governmental Authority, as a result of any new discoveries of contamination that may be found in the course of Lessor’s ongoing inspection and monitoring of the Land prior to the Delivery Date. Lessor shall deliver to Lessee a copy of any correspondence, reports, or documents with the State of North Carolina, its agents, consultants, or any other third party in connection with Lessor’s Environmental Obligations. Furthermore, Lessee shall have the right to contact the State of North Carolina in a timely fashion in connection with any environmental contamination upon the Property and in connection with Lessor’s Environmental Obligations.

3.3 Environmental Indemnifications. Lessor shall indemnify and hold harmless Lessee for any loss, costs, liability or damages arising from any environmental contamination existing on the Land prior to the Delivery Date, except for any loss, costs, liability, or damages resulting from any action of Lessee or Lessee’s agents or invitees, or as a result of Lessee’s use of the Land, including but not limited to, the construction of the Improvements on the Land, the maintenance and repair of the Improvements on the Land, and the use of the Improvements on the Land. Furthermore, Lessor shall indemnify Lessee for any damages to the Premises, that may be caused as a result of Lessor’s Environmental Monitoring, remediation, testing, or examination of the property in connection with any environmental contamination, except for any loss, costs, liability, or damages resulting from any action of Lessee or Lessee’s agents or invitees, or as a result of Lessee’s use of the Land, including but not limited to, the construction of the Improvements on the Land, the maintenance and repair of the Improvements on the Land, and the use of the Improvements on the Land. In the event that the Premises is damaged in connection with Lessor’s Environmental Monitoring, Lessor shall promptly restore the Premises to its condition prior to such damage. Lessee shall indemnify and hold harmless Lessor for any loss, costs, liability or damages arising from any and all environmental contamination, related maintenance, testing, examination, remediation, and related costs for the Land caused by the Lessee or Lessee’s agents or invitees, or as a result of Lessee’s use of the Land, including but not limited to, the construction of the Improvements on the Land, the maintenance and repair of the Improvements on the Land, and the use of the Improvements upon the Land following the Delivery Date. Furthermore, in the event that there is any further release related to the Premises, the investigation and cleanup shall be performed by a North Carolina Superfund Section Approved Registered Environmental Consultant in a manner consistent with the Re-use Plan.

## ARTICLE IV

### Ground Lease Terms

4.1 The date which is thirty (30) days following written notice from Lessor to Lessee that it has fully completed and satisfied the Lessor’s Environmental Obligations shall be deemed

to be the Delivery Date and from and after such Delivery Date, the conditions set forth in the following Articles shall govern the terms of this Lease.

## ARTICLE V

### Grant of Term

5.1 Grant. For and in consideration of the Rent and the mutual covenants and agreements contained herein, Lessor hereby grants and leases to Lessee, and Lessee hereby takes and leases from Lessor, the Premises, on the terms and conditions set forth in this Lease.

5.2 Term. The term of this Lease (herein referred to as the "Term" or "Lease Term") shall commence on the Date of this Lease and expire on the last day of the month containing the fortieth (40<sup>th</sup>) anniversary of the Rental Commencement Date. Promptly following the Rental Commencement Date, Lessor and Lessee shall execute an instrument in recordable form setting forth the Rental Commencement Date and the initial Term of this Lease.

5.3 Title. Lessor warrants and represents that the Land is owned by Lessor in fee simple.

5.4 Quiet Enjoyment. Subject to the Permitted Title Exceptions, Lessor covenants to the extent permitted by law, as against the valid claims of all Persons claiming by, through or under Lessor, that Lessee shall have and enjoy throughout the Term the quiet, peaceful, exclusive and undisturbed possession of the Land, without hindrance, ejection or molestation by any Person.

5.5 Renewal Options. So long as Lessee is not then in default under the Lease, Lessee shall have the right to renew the term of this Lease for three (3) additional successive renewal periods of twenty (20) years each (each an "Extension Term") by giving written notice of Lessee's election to so extend this Lease. During any Extension Term, the terms of this Lease shall remain in full force and effect, except that Basic Rent shall be calculated as set forth in Section 6.6 during any applicable Extension Term.

## ARTICLE VI

### Rent

6.1 Basic Rent. Commencing on the Rental Commencement Date, Lessee shall pay to Lessor throughout the Term the basic rent (the "Basic Rent") described in Exhibit "D" attached hereto. The Basic Rent shall be due and payable monthly in advance on or before the first (1<sup>st</sup>) day of each calendar month for such calendar month. A prorated monthly installment, based on a thirty (30) day month, shall be paid in advance (i) on the Rental Commencement Date for any fraction of a month if the Rental Commencement Date is any day other than the first day of any calendar month and (ii) on the first day of the final month of the Term for any fraction of a month if the Term shall terminate on any day other than the last day of any month.

6.2 Manner of Payment. The Basic Rent payable hereunder shall be paid in the lawful money of the United States of America at the time of payment to Lessor at Lessor's

address for Notice as set forth herein, or to such other Person or address of which Notice has been given by Lessor to Lessee.

6.3 "Net" Lease". This Lease shall be a completely net lease, and Lessee shall pay to Lessor, net throughout the Term, the Basic Rent, free of any offset, abatement or other deduction whatsoever and without Notice. Lessor shall not be required to make any payment of any kind whatsoever with respect to the Premises, except as may be expressly set forth herein.

6.4 Late Charge and Default Rate. If Lessor fails to receive any Rent payment within ten (10) days after it becomes due, then Lessee shall be obligated to pay Lessor a late fee of ten percent (10%) of the overdue amount of Rent (including interest). In addition, if any payment of Rent payable by Lessee to Lessor, including Basic Rent, is not made to Lessor as provided herein on or before the thirtieth (30th) day following the date when due, then such payment shall bear interest, prorated on a daily basis, at the Default Rate, from the thirtieth (30th) day following the due date until paid. This interest shall be due on late payments without any Notice and regardless of whether or not an Event of Default ever occurs with respect thereto. The late charges and accrual of interest described in this Section 6.4 shall be in addition to, and shall not limit Lessor's rights under Article XV. The Parties agree that such late charges and interest charges do not constitute a penalty, but rather represent a fair and reasonable estimate of the costs Lessor will incur by reason of such late payments.

6.5 Negation of Partnership. Nothing in this Lease shall be construed to render or constitute Lessor in any way or for any purpose a partner, joint venturer or associate in any relationship with Lessee other than that as Lessor and Lessee, nor shall this Lease be construed to authorize either Party to act as agent for the other Party except as expressly provided to the contrary in this Lease.

6.5.1 Periodic Basic Rent Increases. Basic Rent shall be increased on the anniversary of the Rental Commencement Date and each anniversary thereafter to reflect the increase, if any, in the cost of living as such increases are reflected by changes in the then most recently published Consumer Price Index ("CPI"). At the time of each adjustment, the Basic Rent shall be multiplied by a fraction, the denominator of which is the point at which the CPI stood on the first day following the Rental Commencement Date and the numerator of which shall be the point at which the CPI stood on the applicable adjustment date. The product obtained shall be the Basic Rent payable monthly beginning on the date of the adjustment and continuing until the next time Basic Rent is adjusted, as provided herein. Notwithstanding the foregoing, in no event shall the amount of any adjustment exceed three percent (3%), nor be increased by less than two percent (2%) of the amount of the Basic Rent payable during the prior rental period. In the event the published CPI for a rental period exceeds 3% (said amount above 3%, hereinafter the "CPI Overage"), the amount of rent payable hereunder shall be subject to true-up for the amount of the CPI Overage over subsequent rental periods but at no time shall the amount of any adjustment to the Basic Rent exceed 3%. The Consumer Price Index (CPI) shall be the "Consumer's Price Index, U.S. City Average, All Items (1967=100)", published by the U. S. Department of Labor, Bureau of Labor Statistics.

(a) By way of example, and as example only, if the CPI for year three is 4% and the CPI for year four is 2%, the applied increase in rent for year three shall be 3% and the amount of increase for year four shall be 3%.

## ARTICLE VII

### Impositions

7.1 Utility Charges/Charges Under Cost Sharing Agreements. Lessee shall timely pay or cause to be paid any and all charges for water, storm water, electricity, gas, sewage, trash and garbage disposal, telephone, and other utility services furnished to the Premises at the request of Lessee. In addition, Lessee shall timely pay or caused to be paid any and all costs and charges which are applicable to the Land under any easements, restrictive covenant agreements or other encumbrances burdening the Land.

### 7.2 Taxes.

7.2.1 Lessee shall pay to the appropriate taxing authority all ad valorem taxes, assessments, and other public charges of every description (collectively called "Taxes") levied on or assessed against the Premises, which are apportionable to the Term. Lessee shall pay the Taxes before any interest or penalty is imposed upon such payment.

7.2.2 Lessee shall not be required to pay, and the term "Taxes" shall not include (i) any income, estate, gift, inheritance, transfer, or capital levy tax, or (ii) any assessments which may have been levied against the Premises prior to the commencement of the Term.

7.2.3 Lessor and Lessee shall jointly take such action as may be reasonably required to effect the separation of the Land on the assessment records and tax rolls from other property owned by Lessor, with the Taxes to be equitably apportioned until such separation is effected.

7.2.4 To the extent received by Lessor, Lessor shall furnish all tax bills to Lessee at least thirty (30) days prior to the due date of any installment, unless such bills are furnished directly to Lessee by the appropriate authorities. Upon receipt of a Notice from Lessor requesting same, Lessee shall furnish to Lessor receipts indicating payment, the certification of Lessee's chief financial officer, or other satisfactory proof that the Taxes have been paid as herein provided. Lessor shall also furnish to Lessee, within ten (10) days of receipt by Lessor, a copy of any notice of reassessment, notice of intended reassessment or similar notice evidencing any intention to raise the amount of Taxes attributable to the Premises.

7.2.5 Upon Notice to Lessor, Lessee may contest any assessment or the imposition of any Tax for which Lessee is responsible. Lessor agrees to execute appeals, petitions, suit papers and other documents which may be legally necessary in connection with any such contest and, at no expense to Lessor, to cooperate reasonably in such proceedings. During any such contest, Lessee shall take all steps legally necessary, including payments under protest, to prevent foreclosure and public sale or other divesting of Lessor's title by reason of nonpayment of Taxes. In any event, Lessee shall pay all Taxes prior to the issuance of an execution therefor.

7.2.6 Lessee and Lessor acknowledge that the Land is currently not subject ad valorem taxes, but upon the construction of the Initial Improvements, Lessee will be required to pay any increased tax amounts due as a result of the Initial Improvements.

## ARTICLE VIII

### Use and Maintenance

8.1 Permitted Uses. Lessee may use the Premises only for the operation of a parking facility and for no other purposes, without having first received Lessor's prior written consent, such consent to be given or withheld in Lessor's sole discretion. Notwithstanding the foregoing, Lessor acknowledges and agrees that it shall not unreasonably withhold its consent to one or more proposed alternative uses which, in Lessor's reasonable determination, does not conflict with any local, State, or Federal environmental requirements regarding the Premises.

8.2 Compliance with Laws. Lessee shall obey, perform and comply with any and all Governmental Requirements existing at any time during the Term in any way affecting the Premises, or the use or condition thereof, including the construction, alteration or demolition of the Improvements, or in any other way affecting this Lease. Lessee shall have the right to contest in good faith the validity of any such Governmental Requirements. Lessee shall at its own expense obtain any and all licenses and permits necessary for its use of the Premises. Lessor will join in the applications for any such licenses and permits or otherwise as necessary to comply with the Governmental Requirements where the signature of Lessor as owner of the Land is required, provided Lessee pays all reasonable costs and expenses of Lessor associated therewith.

8.3 Maintenance. Subject to the provisions of this Lease setting forth the rights of Lessee with respect to the condemnation, demolition and damage by casualty, Lessee shall at all times during the Lease Term, maintain the Premises in neat, clean, good and first class condition and repair and sightly in appearance, normal wear and tear excepted. Lessee shall not cause or permit any nuisance on the Premises. Lessor shall not have any responsibility for the maintenance or repair of the Premises.

8.4 Lessor Use of Remaining Portion of Lessor's Property. The use of the Premises by the Lessee shall not adversely impact the use by Lessor of the remaining portion of the property owned by the Lessor, of which the Premises are a part, as a maintenance and storage facility for its Recreation and Parks Department.

## ARTICLE IX

### Improvements

9.1 Initial Improvements. As a material inducement for Lessor to enter into this Lease, Lessee acknowledges and agrees that Lessee shall be obligated to construct the Initial Improvements, as defined below, at sole cost and expense in accordance with the provisions of this Article VIII. Attached hereto as Exhibit "G" is a site plan prepared by Lessee showing the general configuration of the improvements to be constructed by Lessee upon the Premises, including, but not limited to, driveways, entrances and exits, parking areas, curbs and (the

“Initial Improvements”). Lessor hereby approves of Lessee’s site plan as shown on Exhibit “G“, and Lessor agrees to reasonably approve any further modifications to Lessee’s site plan as may occur in connection with the construction of the Initial Improvements. Construction and installation of the Initial Improvements shall be performed by Lessee or its contractors at Lessee’s sole cost and expense. Following the Delivery Date, Lessee shall commence work and shall diligently proceed, using its commercially reasonable best efforts, to complete the Initial Improvements. Lessee and its contractor shall maintain in effect comprehensive general liability insurance in scope and amounts as are reasonably required by Lessor, and Lessee or its contractor shall maintain builder’s risk insurance for the full value of the Initial Improvements.

The Initial Improvements shall be completed by Lessee in a good and workmanlike manner and in accordance with all applicable permits, authorizations and Governmental Requirements.

Lessor shall have the right to enter upon the Leased Premises for the purpose of inspecting construction and progress of the Initial Improvements, provided that Lessor shall not unreasonably interfere with the progress of construction. The Initial Improvements shall be completed in a manner so that the Initial Improvements shall not adversely impact the use by the Lessor of the remaining portion of the property owned by the Lessor, of which the Premises are a part, as a maintenance and storage facility for its Recreation and Parks Department.

9.2 Lessor’s Obligations. Lessor shall cooperate, at no out of pocket costs to Lessor, with Lessee in obtaining any consents or other similar approvals necessary or appropriate to allow Lessee to construct the Initial Improvements.

9.3 Subsequent Improvements, Alterations and Additions. Except for the Initial Improvements, which are shown on Lessee’s site plan attached hereto as Exhibit “G“, and any modifications or alterations thereto which do not materially and adversely affect the value of the Land or conflict with any local, state or federal environmental requirements affecting the Premises, Lessee shall not make any other changes to the Initial Improvements without the prior written approval of Lessor, which written approval will not be unreasonably withheld so long as the proposed modifications or alterations are do not conflict with any local, State, or Federal environmental obligations or restrictions regarding the Premises. All work performed by Lessee shall conducted at Lessee’s sole cost and expense and in a first class, workman-like manner in accordance with all commercially reasonable standards and requirements of Lessor, and in compliance with all Governmental Requirements.

9.4 Mechanic's Liens. Lessee shall pay all costs incurred by Lessee in connection with the construction, alteration, demolition, maintenance and repair of any and all Improvements on the Land. Should a lien or claim of lien be filed against Lessor's interest in the Premises by any contractor, subcontractor, mechanic, laborer, materialman or other Person whomsoever, Lessee shall cause the same to be discharged of record; provided, however, that Lessee shall have the right to contest the amount or validity of any such lien or claim of lien by appropriate proceedings, but in such event Lessee shall promptly bond such lien by a statutory bond to discharge lien with a responsible surety company to prevent foreclosure against either the Lessee's or the Lessor's interest in the Premises under such lien or claim of lien. Lessee shall

prosecute such proceedings with all due diligence and dispatch. Lessor and Lessee acknowledge that no lien may be filed against a publicly owned Property.

9.5 Title to Improvements. Title to any and all Improvements constructed on the Land after the Date of this Lease include, but not limited to, the Initial Improvements, shall be vested in Lessee for so long as this Lease remains in effect, except any utilities that are installed by and owned by any utility provider. All such Improvements shall be real property for all purposes. Upon the Expiration or sooner Termination of this Lease, title to all Improvements, including Lessee's Utilities (as hereinafter defined), then existing on the Premises shall automatically and without further documentation vest in Lessor, and Lessee shall have no right or obligation to remove any of such Improvements. Upon request by Lessor, Lessee shall execute and deliver to Lessor such instruments as may be reasonably required by Lessor in order to evidence Lessor's ownership of the Improvements upon the Expiration or sooner Termination of this Lease. Lessor acknowledges that Lessee shall construct certain utility facilities, such as, without limitation, electricity for lighting Lessee's parking and drainage and detention facilities to accommodate storm water, which shall be constructed to serve the use of the Initial Improvements (said utilities serving the Initial Improvements hereinafter "Lessee's Utilities"). Lessee shall have the right and obligation to fix, access, and maintain Lessee's Utilities as may be required in the ordinary course of Lessee's operation of the Initial Improvements.

9.6 Grant of Necessary Easements. Subject to the terms of this Section 9.6, Lessor hereby agrees to grant to public or private utility companies, public entities or public service corporations, reasonably necessary for the purpose of serving the Premises, easements on or over the Premises for poles, conduits, or underground utility lines, or for telephone, electricity, gas, water, cable television, sanitary sewer, storm sewer, and for other utilities and municipal, county or special district services.

9.7 Cost of Utility Relocation. Except as set forth in Article III, Lessee shall pay the cost associated with the relocation of the following easements on the Premises to the extent required in connection with Lessee's development of the Property:

9.7.1 Lessee shall relocate the two water mains currently running in an easterly and westerly direction across the Land as necessary to accommodate the proposed improvements.

9.7.2 Lessee shall relocate underground those certain overhead electric service power lines running in and easterly and westerly direction across the Land, as necessary to accommodate the proposed improvements.

9.7.3 Lessee shall extend the current storm drain from its current outlet point to beyond the limits of the new fill and existing sanitary sewer aerial crossing in the direction of the Tar River or replace and relocate the existing storm drain located on the Land as necessary to accommodate the proposed improvements.

## ARTICLE X

### Assignments and Subletting

10.1 Generally. Lessee shall have the right to assign this Lease or any interest hereunder. Lessee shall have the right to sublet all or a portion of the Premises without Lessor's consent, provided, however, the use by the Sublessee of the Premises (or a portion thereof) must be a permitted use under Section 8.1. The assignee of Lessee, at the option of Lessor, shall become directly liable to Lessor for all obligations of Lessee hereunder. In the event of any such assignment, upon an express assumption by the assignee, such assignment shall relieve Lessee of any liability hereunder from and after the date of such assignment. In the event Lessee assigns this Lease or sublets all or any portion of the Premises, Lessee shall provide Lessor a copy of the subject assignment document or sublease within ten (10) days of the full execution thereof.

## ARTICLE XI

### Mortgages

The parties hereto shall each have the right to mortgage their respective interests in the Premises in accordance with Exhibit "E" attached hereto.

## ARTICLE XII

### Insurance

Commencing with the Delivery Date and thereafter during the Term, Lessee, at no cost and expense to Lessor, shall maintain in effect the types of insurance coverage described in Exhibit "F" attached hereto.

## ARTICLE XIII

### Damage or Destruction

13.1 Repair or Restoration. If, at any time during the Term, the Improvements or any part thereof shall be damaged or destroyed by fire or other casualty, Lessee, at Lessee's sole discretion, may elect to repair, restore, replace and rebuild the Improvements.

13.2 Insurance Proceeds. If the Improvements or any part thereof shall be damaged or destroyed by fire or other casualty, the insurance proceeds with respect to such casualty or other damage or destruction of the Improvements shall be used for such repair, restoration, replacement and rebuilding, subject, however, to the requirements of any Leasehold Mortgage.

13.3 Lessor Not Obligated. Under no circumstances shall Lessor be obligated to make any payment, disbursement or contribution towards or on account of the cost of any repair,



restoration, replacement or rebuilding work to be undertaken as a result of any fire or other casualty to the Improvements except to the extent that the need for such work arises or results as a direct result of the negligent acts or omissions of Lessor.

13.4 Non-Abatement of Rent. In no event shall Lessee be entitled to any abatement, allowance, reduction or suspension of Rent by reason of the partial or total destruction of the Improvements or any part thereof. No such damage or destruction shall affect in any way the obligation of Lessee to pay the Rent, nor release Lessee of or from any obligation imposed upon Lessee under this Lease.

## ARTICLE XIV

### Condemnation

14.1 General. In the event the Premises or any part thereof shall be taken in Condemnation, then:

14.1.1 Separate Awards. The court in such Condemnation proceedings shall, if not prohibited by law, be requested to make separate awards to Lessor and Lessee, the award to Lessor being for its fee simple interest in and to the Land (subject to Lessee's leasehold interest in the Land) or applicable part thereof in accordance with this Lease (including, without limitation, its reversionary interest in Improvements thereon) and the award to Lessee being for its leasehold interest in and to the Land or applicable part thereof in accordance with this Lease as well as its ownership in fee simple of any Improvements thereon (subject to the reversionary interest of Lessor in the Improvements upon the Expiration of this Lease). Lessor and Lessee hereby agree to request such action by such court. This Section 141.1 shall be construed as superseding any statutory provisions now in force or hereafter enacted concerning Condemnation proceedings to the extent permitted by law.

14.1.2 Division of One Award. If such court is prohibited by law from making separate awards to Lessor and Lessee, or declines to do so, then the award in such Condemnation proceedings shall be divided between Lessor and Lessee so that (i) Lessor shall receive that portion of the award made for the fee simple interest in the Land (subject to Lessee's leasehold interest in the Land) including, without limitation, its reversionary interest in the Improvements thereon, and (ii) Lessee shall receive that portion of the award made for its leasehold interest in the Land as well as its ownership in fee simple of the Improvements thereon (subject to the reversionary interest of Lessor in the Improvements upon the Expiration of this Lease). The portions of the Condemnation award as aforesaid shall be determined in accordance with the provisions of Section 14.10.

14.2 Total Taking. If all of the Land and Improvements, or so much thereof that the remainder is unsuitable, in Lessee's reasonable discretion, for use by Lessee for Lessee's uses and purposes, is taken in Condemnation, or if any portion of the Land and/or the Improvements thereon are taken at a time when the remaining term of this Lease is so limited as, in Lessee's reasonable discretion, to render restoration or repair of the remainder uneconomical or unfeasible (any of the foregoing, a "Total Taking"), this Lease shall Terminate; provided, however, that such Termination of this Lease shall not prejudice the rights of Lessor and Lessee with respect to

the awards for such taking as above provided. In the event of such a Total Taking, (i) this Lease shall Terminate effective on the date of title vesting pursuant to such taking, (ii) all Rent payable by Lessee hereunder shall be apportioned and paid through such date of taking, and (iii) the Condemnation award shall be collected and distributed as provided herein. In the event that Lessee does not elect to Terminate this Lease pursuant to this Section 14.2 within ninety (90) days after any such taking, the remainder of the Land and Improvements shall be deemed suitable for use by Lessee for Lessee's uses and purposes and the Lessee shall be deemed to have waived any right to Terminate this Lease pursuant to this Section 14.2 as a result of such taking.

14.3 Partial Taking. If only a part of the Land or Improvements are taken by Condemnation and if the remainder is, in Lessee's reasonable discretion, suitable for use by Lessee for Lessee's uses and purposes and this Lease is not Terminated in accordance with Section 13.2 (a "Partial Taking"), this Lease shall remain in full force and effect as to that portion of the Land and Improvements not taken, but Basic Rent otherwise payable throughout the remainder of the Term of this Lease (including any extension terms) shall be reduced as follows: the Basic Rent otherwise payable pursuant to the terms of this Lease shall be reduced to an amount equal to such Basic Rent multiplied by a fraction, the numerator of which is the value of the Premises (excluding the Improvements) not taken by condemnation, and the denominator of which is the value of the Premises (excluding the Improvements), both such amounts determined immediately prior to such condemnation. Such values shall be determined in accordance with the provisions of Section 14.10.

14.4 Restoration. If the Improvements are damaged by Condemnation and if this Lease is not terminated as a result thereof, Lessee, in its sole discretion, may commence and thereafter diligently proceed to repair, restore, alter, replace or rebuild the remaining part of the damaged Improvements.

14.5 Leasehold Mortgagees. Lessor and Lessee further agree and acknowledge that any right of Lessor in and to Condemnation award applicable to the Improvements or any portion thereof shall be and remain subordinate and inferior to the interests in such proceeds held by any Leasehold Mortgagee. Under no circumstances whatsoever shall Lessor maintain that it has any right or claim of any kind or nature (in and to any Condemnation proceeds applicable to the Improvements or any portion thereof) of equal priority or superior to the interest in such proceeds held by any Leasehold Mortgagee.

14.6 Temporary Taking. If a Condemnation occurs which does not extend beyond the Lease Term so that Lessor's interest is unaffected thereby (such a Condemnation is herein referred to as "Temporary Taking"), the Lease Term shall not be reduced or affected in any way and Lessee shall continue to pay in full Rent, without reduction or abatement, in the manner and at the times herein specified. Except only to the extent that Lessee is prevented (either legally or as a practical matter) from so doing pursuant to the terms of the order of the condemning authority, Lessee shall continue to perform and observe all of the other covenants, agreements, terms and provisions of this Lease as though such taking had not occurred. In the event of any such Temporary Taking, Lessee shall be entitled to receive the entire amount of any Condemnation award made for such Temporary Taking whether such award is paid by way of damages, rent or otherwise; provided, however, if the period of temporary use or occupancy shall

extend beyond the date of the expiration of the Lease Term, such Condemnation award shall be prorated between Lessor and Lessee as of such date of expiration.

14.7 Condemnation Proceeding. Lessee, Lessor, and any Mortgagee shall each have the right, at its own expense, to appear in any condemnation proceeding and to participate in any and all negotiations, hearings, trials and appeals therein.

14.8 Notice of Condemnation. In the event Lessor or Lessee shall receive notification of any proposed or pending condemnation proceeding affecting the Premises, the Party receiving such notification shall promptly give Notice thereof to the other Party and to any Registered Mortgagee.

14.9 Non-Abatement of Rent. Except as otherwise provided in Section 14.6, in no event shall Lessee be entitled to any abatement, allowance, reduction or suspension of Rent by reason of the Partial Taking or Temporary Taking of the Premises, or any part or any interest therein. Except as otherwise provided in Section 14.3, no such Partial Taking or Temporary Taking shall affect in any way the obligation of Lessee to pay the Rent, nor release Lessee of or from any obligation imposed upon Lessee under this Lease.

14.10 Disagreement on Basic Rent or Respective Awards. Lessee and Lessor shall seek to agree as to any reduction in Basic Rent pursuant to Section 14.3 and as to the respective distributions of any Condemnation award pursuant to Section 14.1.2. However, if Lessor and Lessee are unable to agree on any such matter, then either Lessor or Lessee shall have the right to submit the matter to Arbitration pursuant to Article XVII.

14.11 Near End of Term. If a Partial Taking or Temporary Taking occurs during the last five (5) years of the Term, Lessee may, at Lessee's option, Terminate this Lease early at any time between the ninetieth (90th) day following the date of such taking and the end of the Term by: (i) serving upon Lessor within ninety (90) days after such Partial Taking or Temporary Taking a Notice setting forth Lessee's election to Terminate this Lease; and (ii) paying Lessor as and when due all Rent payable up to the effective date of such Termination. In such event all Condemnation awards for such taking shall belong to Lessor, except for any portion thereof attributable to Lessee's moving expenses and Lessee's trade fixtures located on the Premises.

## ARTICLE XV

### Default and Remedies

15.1 Events of Default. The occurrence of any of the events, acts or circumstances described in this Section shall be and constitute an Event of Default under this Lease.

15.1.1 Failure in Payment. Failure by Lessee to pay in full any Rent payable under this Lease when due, and the continuance of such failure for five (5) days after Notice to Lessee and all Registered Mortgagees of such failure.

15.1.2 Failure in Other Performance. Failure by Lessee to observe, perform or comply with any of the terms, covenants, agreements or conditions contained in this Lease (other than as specified in Section 15.1.1), and the continuance of such failure for thirty (30) days after

Notice to Lessee and all Registered Mortgagees of such failure, or, when the cure reasonably requires more than thirty (30) days, the failure of Lessee to commence to cure such failure within such period of thirty (30) days and to thereafter diligently and continuously prosecute it to completion.

15.2 Remedies. Upon the occurrence of an Event of Default, Lessor may, at its option, at any time after such occurrence, but only during the continuance of such Event of Default, to the extent not prohibited by law, take any one or more of the remedial steps described in this Section in addition to any and all other rights and remedies it may have at law or in equity, subject to the protections afforded to a Registered Mortgagee pursuant to Exhibit "E".

15.2.1 Termination. Lessor may terminate this Lease, exclude Lessee from possession of the Premises, and hold Lessee liable for damages (which damages shall include any amounts owing by Lessee to Lessor under Section 15.6).

15.2.2 Reletting. Lessor, as Lessee's agent, with or without terminating this Lease may enter upon and relet the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper, with Lessee being liable to Lessor for the deficiency, if any, between Lessee's rent hereunder and the price obtained by Lessor on reletting and Lessee shall reimburse Lessor upon demand for any commercially reasonable expenses incurred by Lessor to remodel or repair the Premises in order to relet so the Premises, and for all other reasonable expenses incurred in connection with such reletting, provided, however, that Lessor shall be under any duty by reason of this provision to take any reasonable action to mitigate damages by reason of Lessee's default.

15.2.3 Enforcement. Lessor may take any and all actions at law or in equity to collect the Rent then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease, and in connection with either, to recover any or all damages to Lessor for Lessee's violation or breach of this Lease.

15.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute. To the extent allowable by law, Lessee's obligation to pay Rent hereunder shall survive the expiration or earlier termination of this Lease.

15.4 Holding Over. Lessee hereby agrees to surrender possession of the Premises to Lessor upon the termination or expiration of the Term. Lessor may thereupon enter upon, reenter, possess and repossess the Premises; may dispossess and remove Lessee; and may have, hold and enjoy the Premises and the right to receive all rental and other income therefrom, free of any right, title, estate, interest or claim of Lessee; but should Lessee, in breach of such covenant, refuse to surrender possession and instead hold over, Lessee shall be only a tenant at sufferance and not a tenant at will. The inclusion of the preceding sentence shall not be construed as Lessor's consent for Lessee to hold over. There shall be no renewal or extension of this Lease beyond the Term by operation of law.

15.5 Lessor's Performance of Lessee's Obligations. If Lessee has failed to perform an obligation under this Lease and if an Event of Default has resulted therefrom, in addition to the other rights of Lessor hereunder, Lessor shall have the right, but not the obligation, to perform such obligation. Upon receipt of Notice demanding same, Lessee shall reimburse Lessor for the cost of any such performance by Lessor (including reasonable attorney's fees actually incurred by Lessor in such performance and in enforcing this Section 15.5) plus interest thereon at the Default Rate from the tenth (10th) day after the date any such cost was incurred by Lessor until the date of repayment by Lessee. The amount of such reimbursement shall be deemed Rent hereunder.

15.6 Effect of Termination of Lease. Upon any Termination of this Lease by Lessor as a result of an Event of Default, Lessee shall remain liable to Lessor for Rent and all other obligations under this Lease which have accrued through the date of such Termination, including Section 18.4, and, in addition, shall be liable to Lessor for any damages suffered by Lessor as a result thereof. In addition, in the event of any termination of this Lease through operation of law, dispossession proceeding or otherwise, Tenant's liability under this Lease for any and all amounts payable hereunder with respect to subsequent periods shall, to the extent allowable by law, remain unimpaired.

15.7 Lessee's Rights in the Event of Default by Lessor under Section 3.1. In the event of default under Section 3.1 and notwithstanding Article XVIII, Lessee shall have the right to file suit against Lessor for specific performance of Lessor's obligations, specifically, that Lessor complete Lessor's Environmental Obligations. Lessee shall have the right to enforce Lessor's Environmental Obligations by restraining order, and by temporary or permanent injunction, or such other equitable remedy as may be necessary to enforce Lessor's obligations hereunder. Such equitable remedies shall be obtainable by Lessees upon proof of the existence of this default by Lessor without the necessity of proof of inadequacy of legal remedies or irreparable harm.

## ARTICLE XVI

### Lessor's Representations and Covenants

As an inducement to Lessee to enter into this Lease, Lessor warrants and represents to, and covenants with, Lessee as follows:

16.1 Authorization. (a) Lessor is duly organized and validly existing in good standing under the laws of the State of North Carolina and is qualified to conduct business in the State and Lessor has all necessary power and authority to execute, deliver and perform this Lease; (b) neither the execution, delivery nor performance of this Lease, with or without notice, the passage of time, or both, will constitute or result in a violation or breach by Lessor of any judgment, order, writ, injunction, or decree issued against or imposed on Lessor.

16.2 No Notice of Condemnation. Except as disclosed in the Permitted Title Exceptions, Lessor has not received any notice, nor, to the best of Lessor's actual knowledge, is there any pending or threatened action by any governmental authority or agency having the

power of eminent domain, which might result in any part of the Premises being taken by condemnation or conveyed in lieu thereof.

16.3 No Assessments. To the best of Lessor's actual knowledge, no governmental assessments have been made against any portion of the Premises which are unpaid (except ad valorem taxes for the current year that are not currently due and payable), whether or not they have become liens.

16.4 Litigation. To the best of Lessor's actual knowledge, there are no actions, suits or proceedings pending or threatened before or by any judicial, administrative or union body or any arbiter or any governmental authority, against the Premises.

16.5 Non-Foreign Status. Lessor is not a "foreign person" as that term is defined in the Internal Revenue Code of 1986, as amended, and the Regulations promulgated pursuant thereto, and Lessee has no obligation under Internal Revenue Code § 1445 to withhold and pay over to the Internal Revenue Service any part of the "amount realized" by Lessor in the transaction contemplated hereby (as such term is defined in the Regulations issued under Internal Revenue Code § 1445).

16.6 Hazardous Substances. The only environmental study conducted by Lessor with respect to the Land are those certain environmental reports listed on Exhibit "I" attached hereto (the "Environmental Reports") and other than as disclosed in the Environmental Reports, (i) to the best of Lessor's actual knowledge no areas on the Land exist where Hazardous Substances have been generated, disposed of, released or found, (ii) to the best of Lessor's actual knowledge there are no storage tanks located on the Land, either above or below ground, or any underground pipes or lines on the Land other than standard water and sewer lines, and (iii) to the best of Lessor's actual knowledge the Land previously has not been used as a land fill or as a dump for garbage or refuse. Lessor has not received any written notice from any Governmental Authority that there are any violations of any Governmental Requirements affecting or pertaining to the Land. Lessor shall and does hereby Hold Harmless Lessee with respect to, or as a direct or indirect result of, the breach by Lessor of any of its warranties or representations set forth in this Section 16.6 (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), any so-called federal, state or local "Superfund" or "Superlien" laws or any other environmental law).

## ARTICLE XVII

### Lessee's Representations and Covenants

As an inducement to Lessor to enter into this Lease, Lessee warrants and represents to, and covenants with, Lessor as follows:

17.1 Authorization. (a) Lessee is a Georgia resident and is qualified to conduct business in the State of North Carolina and Lessee has all necessary power and authority to execute, deliver and perform this Lease; (b) neither the execution, delivery nor performance of

this Lease or any of the related documents, with or without notice, the passage of time, or both, (i) will constitute or result in a violation or breach by Lessee of any judgment, order, writ, injunction, or decree issued against or imposed on Lessee, (ii) will result in a violation of any legal requirement or private covenant to which Lessee is a party or by which Lessee is bound, or (iii) will give any person any right to accelerate any debts of Lessee; and (c) any and all consents to Lessee's execution, delivery or performance of this Lease required from any Person, have been obtained in writing.

17.2 Hazardous Substances. Lessee hereby covenants and agrees that Lessee shall not cause or permit any Hazardous Substances to be generated, placed, held, stored, used, located or disposed of at the Premises or any part thereof, except for Hazardous Substances as are commonly and legally used or stored as a consequence of using the Premises for the uses permitted hereunder, but only so long as the quantities thereof do not pose a threat to public health or to the environment or would necessitate a "response action", as that term is defined in CERCLA (as hereinafter defined), and so long as Lessee complies or causes compliance with all applicable governmental rules and regulations concerning the use or production of such Hazardous Substances. Lessee shall and does hereby Hold Harmless Lessor with respect to, or as a direct or indirect result of, the presence in, or the escape, leakage, spillage, discharge, emission or release from, the Premises of any Hazardous Substances by Lessee or any of its affiliates or any of their respective employees, agents or independent contractors (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), any so-called federal, state or local "Superfund" or "Superlien" laws or any other environmental law). Lessee shall assume on behalf of Lessor and conduct with due diligence and in good faith the defense of all such claims, suits, actions and proceedings against Lessor whether or not Lessee is joined therein, and shall bear the costs and expenses thereof, including the amount of any judgments and settlements in connection therewith. Lessee shall have the right to contest the validity of any and all claims and to defend, settle and compromise such claims in the name of Lessor, as Lessee may deem necessary, provided that the costs and expenses, including the amount of any judgment and settlements, are paid by Lessee.

## ARTICLE XVIII

### Arbitration

18.1 In the event of a dispute between the Parties which the Parties are unable to resolve, the Parties shall submit their dispute to non-binding mediation before a mutually agreeable mediator prior to initiating litigation. If the Parties are unable to agree upon a mediator within thirty (30) days after failing to resolve the dispute, either Party may petition a Court of competent jurisdiction for the designation of a qualified mediator for these purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each Party shall bear one-half (1/2) of the costs and expenses of the mediator. Unless otherwise agreed, the Parties will hold mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be revealed in any subsequent litigation.

18.2 In the event the matter is not resolved in mediation, either Party may request arbitration. The Parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the Parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the Parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing, and the Parties shall seek to agree upon a mutually agreed-upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, the Parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

18.3 Unenforceability of Arbitration. If the decision of the arbitrators under this Article XVII shall be held by a court of competent jurisdiction to be unenforceable for any reason (Lessor and Lessee hereby affirmatively stating it is their intent and agreement that the decision of the arbitrators will be legally enforceable as to them and that they will not dispute, contest or appeal such a decision or encourage or participate in the same), then the matters submitted to arbitration shall be subject to litigation in any federal or state court of competent jurisdiction.

## ARTICLE XIX

### Miscellaneous

19.1 Recording. A memorandum of this Lease and any modifications, amendments or supplements hereto or hereof, duly executed by Lessor and Lessee, shall be recorded at Lessee's sole cost and expense in the official land records of Pitt County, North Carolina. The Memorandum of Lease shall recite the parties hereto, the Date of this Lease, the Rental Commencement Date and the expiration date of the Lease and the addresses at which either the Lessor or the Lessee can be contacted, and such other matters as Lessee may deem reasonably appropriate. Lessee agrees at any Expiration or Termination of this Lease to execute and deliver a quitclaim deed releasing the Premises from the encumbrance created hereby.

19.2 Lessor's Rights of Access. Lessor and Lessor's Authorized Representatives shall have the right at all reasonable times during normal business hours, to enter upon the Premises and to examine and inspect the same, including such rights of access to the Improvements as may be reasonably necessary for the proper maintenance of the Improvements in the event of failure by Lessee to perform Lessee's obligations under this Lease.

19.3 Notices. Any Notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, or (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express). Any Notice shall be addressed to each Party at its address as set forth below. Any such Notice shall be considered given on the date of such hand delivery or deposit with such courier for same day or next business day delivery, and the



time period (if any is provided herein) in which to respond to such Notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no Notice was given shall be deemed to be receipt of the Notice. By giving to the other Party at least ten (10) days' Notice thereof, any Party shall have the right from time to time during the Term to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of Notices to it shall be sent. Any Leasehold Mortgagee of the Leasehold shall be entitled to give any Notice for and on behalf of Lessee, if permitted under the terms of the applicable Mortgage. Notice may be given on behalf of any Party by such Party's counsel.

19.3.1 Notice to Lessee. Each Notice to Lessee shall be addressed as follows:

Place Acquisition, LLC  
3445 Peachtree Road, N.E.  
Suite 1400  
Atlanta, Georgia 30326  
Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

With a copy to:

Smith, Gambrell & Russell, LLP  
1230 Peachtree Street, N.E.  
Suite 3100, Promenade II  
Atlanta, Georgia 30309-3592  
Attention: Malcolm D. Young, Esq.  
Facsimile: 404-685-7074

19.3.2 Notice to Lessor. Each Notice to Lessor shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19.4 Representation and Warranty Regarding Brokers. Lessor and Lessee each represent and warrant to the other that it has not dealt with any real estate broker and/or salesman in connection with the negotiation or execution of this Lease and that no broker or salesman has been involved in connection with this Lease. Lessor hereto agrees to Hold Harmless Lessee from and against any and all costs, expenses, attorney's fees or liability for any compensation, commissions and charges claimed by any real estate broker and/or salesman due to acts of Lessor or Lessor's Authorized Representatives. Lessee agrees to Hold Harmless Lessor from and against any and all costs, expenses, attorney's fees or liability for any compensation, commissions and charges claimed by any real estate broker and/or salesman due to the acts of Lessee or Lessee's Authorized Representatives.

19.5 Waiver. No consent or waiver, express or implied, by Lessor or Lessee to or of any breach or default by the other Party in the performance by such other Party of the obligations

thereof under this Lease shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Lease. Failure on the part of either Lessor or Lessee to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of such default or any of its rights under this Lease. No provision of this Lease shall be deemed to have been waived by either Party unless such waiver shall be in writing, signed by Lessor or Lessee and addressed to the other Party, nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Lessor or Lessee to insist upon the performance by the other Party in strict accordance with the terms hereof.

19.6 Severability. If any provision of this Lease or the application thereof to any Person or circumstance should be invalid or unenforceable to any extent, the remainder of this Lease and the application of such provisions to any other Person or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

19.7 Estoppel Certificates. Recognizing that Lessor and Lessee may find it necessary from time to time to establish to other Persons such as accountants, banks, purchasers, mortgagees, assignees or the like, the then current status of this Lease and/or the performance of the Parties hereunder, Lessor and Lessee each agree, upon the written request of the other Party from time to time by Notice, to furnish within ten (10) days after receipt of written request therefor a written statement (in recordable form, if requested) on the status of any matter pertaining to this Lease. Such certificate shall be in a form reasonably satisfactory to a prospective purchaser from, or assignee or sublessee of, or holder of a security instrument executed by, Lessor or Lessee, as the case may be. In addition to any other matters required, such certificate shall certify whether or not this Lease is in full force and effect; whether or not this Lease has been amended or modified, and if so, in what manner; the date through which Basic Rent payments have been made; whether or not there are any set-offs against or defenses to the enforcement of the terms and conditions of this Lease and if so, specifying the particulars of such set-offs or defenses.

19.8 Amendments. Neither this Lease nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge or termination is sought.

19.9 Terminology. All personal pronouns used in this Lease, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of articles, sections or paragraphs of this Lease are for convenience only, and neither limit nor amplify the provisions of this Lease.

19.10 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

19.11 Binding Effect. This Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their respective heirs, executors, legal representatives, successors,

successors-in-title, and assigns. Even though this Lease is binding as set forth above and shall and does run with the land, the definitions of Lessor and Lessee herein refer to the lessor and lessee at the time in question. Except as expressly set forth herein to the contrary, the Parties shall have with respect to this Lease only their respective rights, obligations and duties which accrue while they remain Lessor and Lessee, as the case may be.

19.12 Interpretation. No provision of this Lease shall be construed against or interpreted to the disadvantage of either Lessor or Lessee by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have structured, written, drafted, or dictated such provision.

19.13 Unavoidable Delays. Lessor and Lessee shall be excused from performing any of their obligations or undertakings provided in this Lease, except any Party's obligations to pay any sums of money hereunder, so long as the performance of such obligation or undertaking is prevented or delayed by Unavoidable Delays.

19.14 Exhibits. The exhibits identified in this Lease and attached hereto or otherwise identified by the signing or initialing of the Parties, are incorporated herein and made a part hereof by this reference.

19.15 Joint and Several. If either Lessor or Lessee at any time consists of more than one Person, the obligations of all such Persons under this Lease are joint and several.

**19.16 LIMITATION ON LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LESSOR TO LESSEE UNDER THIS LEASE SHALL BE LIMITED TO THE INTEREST OF LESSOR IN THE PREMISES AND THE RENTS, ISSUES AND PROFITS THEREOF. IN NO EVENT SHALL LESSOR OR ANY PARTNER, MEMBER, SHAREHOLDER, OR OTHER PRINCIPAL OF LESSOR HAVE ANY PERSONAL LIABILITY TO LESSEE FOR THE PERFORMANCE OF THE OBLIGATIONS OF LESSOR UNDER THIS LEASE, BEYOND ITS INTEREST IN THE PREMISES.**

19.17 No Merger of Estates. The Parties intend that this Lease continue in effect and not be terminated or otherwise affected by the doctrine of merger of estates upon the ownership by the same Person of both the reversion and the leasehold estate under this Lease, except as reflected otherwise by such Person owning both estates in a written and recorded document consented to by all Leasehold Mortgagees.

19.18 Attorneys' Fees. If any Rent owing under this Lease is collected by or through an attorney at law, Lessee agrees to reimburse Lessor for reasonable attorneys' fees and expenses actually incurred by Lessor. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Lease, the prevailing party shall be entitled to reasonable attorney's fees and expenses (to the extent actually incurred by such prevailing party), which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such prevailing party may be entitled.

19.19 Date for Performance. If the time period or date by which any right, option or election provided under this Lease must be exercised, or by which any act required hereunder must be performed, or by which any Notice must be given, expires or occurs on a Saturday, Sunday or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

19.20 Time Is Of Essence. Time is of the essence of this Lease. Unless provided otherwise, all references to terms of days or months shall be construed as references to calendar days or months, respectively. All time limits stated in this Lease are of the essence of this Lease.

19.21 Applicable Law. This Lease shall be governed, construed, performed and enforced in accordance with the laws of the issue of the State of North Carolina, except as otherwise expressly stated in this Lease.

19.22 Title to the Land and the Obligations of Lessor. Lessor and Lessee acknowledge that fee simple title to the Land is currently held by the City of Greenville (the "City") for the use and benefit of the Greenville Utilities Commission (the "GUC"). By execution hereof, the City agrees to be bound to all of the terms hereof and hereby delegates to the GUC, and the GUC hereby assumes from the City all of the City's rights, duties, and obligations under this Lease. The GUC is hereby irrevocably appointed as representative of the City for all purposes in connection with this Lease. Furthermore, for all purposes under this Lease, Lessee's performance of Lessee's obligations hereunder, including delivery of any notices, consents, documents, or performing any actions which may be required under this lease shall be deemed fully performed to Lessor if delivered and performed to the GUC's approval, and the City shall have no right to object to such performance.

19.23 Insurance and Indemnity to the City. Any (i) insurance policies obtained by Lessee as set forth in Exhibit "F" attached hereto, or (ii) any indemnity or hold harmless provision provided by Lessee to Lessor under this Lease, shall include the City in addition to the GUC.

IN WITNESS WHEREOF, the Parties have executed this Lease under seal as of the day and year first above written.

Signed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

LESSOR:

CITY OF GREENVILLE, for the use and benefit of the GREENVILLE UTILITIES COMMISSION

By: \_\_\_\_\_  
Wayne Bowers, City Manager

[SEAL]

Signed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

GREENVILLE UTILITIES COMMISSION of the CITY OF GREENVILLE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Manager

[SEAL]

Signed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

LESSEE:

PLACE ACQUISITION, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Manager

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION

BEING PORTION OF THE PROPERTY OWNED BY THE CITY OF GREENVILLE FOR THE USE AND BENEFIT OF THE GREENVILLE UTILITIES COMMISSION, RECORDED IN DEED BOOK A-19 PAGE 306, PITT COUNTY REGISTRY (HEREINAFTER REFERRED TO AS THE GREENVILLE UTILITIES COMMISSION PROPERTY), BOUND ON THE WEST BY THE SEABOARD COASTLINE RAILROAD PROPERTY, ON THE NORTH BY THE TAR RIVER, ON THE EAST BY THE MARVIN K. BLOUNT AND JAN D. BLOUNT PROPERTY AND AN EXISTING CEMETERY AND ON THE SOUTH BY THE GREENVILLE UTILITIES COMMISSION PROPERTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIPE, SAID IRON PIPE BEING THE SOUTH WESTERLY PROPERTY CORNER OF THE MARVIN K. BLOUNT AND JAN D. BLOUNT PROPERTY RECORDED IN DEED BOOK. 1074 PG. 451 AND MAP BOOK 15 PAGE 49; THENCE FROM THE POINT OF BEGINNING WITH THE NORTHERLY PROPERTY LINE OF AN EXISTING CEMETERY N 49°09'32" W 165.00 FEET TO AN EXISTING IRON PIPE; THENCE CORNERING WITH THE WESTERLY LINE OF THE EXISTING CEMETERY S 40°20'03" W 293.39 FEET TO A POINT, SAID POINT BEING LOCATED N 40°20'03" E 49.82 FEET FROM AN EXISTING IRON PIPE; CORNERING AND LEAVING THE CEMETERY PROPERTY LINE, CROSSING THE GREENVILLE UTILITES COMMISSION PROPERTY THREE (3) CALLS, (1) N 45°39'08" W 103.98 FEET TO A POINT, (2) S 43°53'23" W 99.44 FEET TO A POINT, (3) N 72°45'07" W 70.83 FEET TO A POINT IN THE EASTERLY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE CORNERING AND RUNNING WITH THE EASTERLY LINE OF SEABOARD COASTLINE RAILROAD THREE (3) CALLS, (1) N 20°36'55" E 96.93 FEET TO AN IRON PIPE SET, (2) N 45°51'54" E 32.50 FEET TO AN IRON PIPE SET, (3) N 30°36'58" E 485.18 FEET TO AN EXISTING IRON PIPE LOCATED AT THE TOP OF THE BANK OF THE TAR RIVER; THENCE CORNERING AND RUNNING WITH THE TAR RIVER S 68°56'23" E 340.13 FEET TO A SET IRON PIPE IN THE WESTERLY PROPERTY LINE OF THE

MARVIN K. BLOUNT AND JAN D. BLOUNT PROPERTY RECORDED IN DEED BOOK. 1074 PG. 451 AND MAP BOOK 15 PAGE 49; THENCE CORNERING AND RUNNING WITH THE WESTERLY LINE OF MARVIN K. BLOUNT AND JAN D. BLOUNT S 17°00'00" W 329.35 FEET TO AN EXISTING IRON PIPE, THE POINT OF BEGINNING, PASSING THROUGH AN EXISTING IRON PIPE AT 119.33 FEET, BEING A LEASED AREA CONTAINING 3.938 ACRES MORE OR LESS AND BEING SHOWN ON AN ALTA/ACSM LAND TITLE SURVEY PREPARED FOR PLACE ACQUISITIONS, LLC AND FIDELITY NATIONAL TITLE INSURANCE COMPANY BY RIVERS AND ASSOCIATES, DATED MAY 2, 2007, DRAWING NUMBER W-3054-ALT.

EXHIBIT "B"

Definitions

1. "Approve or Approval" shall mean an express approval in a written statement signed by the approving Person.
2. "Arbitration" shall mean arbitration as provided in Section 18.1 hereof.
3. "Authorized Representative" shall mean any officer, agent, employee, independent contractor or other authorized representative of a Person acting within the actual or apparent authority granted by the Person.
4. "Basic Rent" shall have the meaning set forth in Section 6.1 hereof.
5. "Condemnation Award" shall mean the aggregate amount of any condemnation award or awards payable with respect to a Taking, whether by agreement or pursuant to a judgment or otherwise, with any interest thereon, including consequential damages to any portion of the Premises not taken, net of any unreimbursed costs and expenses of collecting the same.
6. "Date of this Lease" shall mean the date set forth on the Summary Page.
7. "Default" shall mean an occurrence of an act or omission which, with giving of notice or passage of time or otherwise, may become an Event of Default.
8. "Default Notice" shall mean any notice given by Lessor pursuant to Sections 15.1.1 or 15.1.2 to Lessee and any Registered Mortgagee concerning the existence of a Default by Lessee hereunder.
9. "Default Rate" shall mean and have reference, with respect to each day during any applicable period of time, to a rate per annum equal to the Prime Rate (as hereinafter defined) plus four percent (4.0%). "Prime Rate" shall mean, with respect to each day during any applicable period of time, the rate per annum published as the "PRIME RATE" in the "Money Rates" column of *The Wall Street Journal* edition published on such day (or of the last edition thereof prior to such day if no edition thereof is published on such day); provided, however, that if there shall at any time no longer exist such publication of such rate, "Prime Rate" shall mean, with respect to each day during any applicable period of time, the rate per annum reasonably determined by Lessee to be the base rate on such day for corporate loans posted by three (3) or more major domestic commercial banks with offices in Atlanta, Georgia.
10. "Delivery Date" shall mean the date when Lessor has satisfied the Lessor's Environmental Obligations.
11. "Event of Default" shall mean those events and conditions specified in Section 15.1.



12. "Expire" or "Expiration" shall mean the expiration of the Term of this Lease by reason of lapse of time or the occurrence of a specified event or the exercise of a specified right, as provided herein, and not by reason of any Event of Default.

13. "Governmental Authority" shall mean all federal, state, county, municipal and other governments and all subdivisions, agencies, authorities, departments, courts, commissions, boards, bureaus and instrumentalities of any of them having jurisdiction of the Parties and the Premises or any of them.

14. "Governmental Requirements" shall mean all laws, statutes, codes, acts, constitutions, ordinances, judgments, decrees, injunctions, orders, resolutions, rules, regulations, permits, licenses, authorizations, administrative orders and other requirements of any Governmental Authority.

15. "Ground Lease" or "Lease" shall mean this Ground Lease of the Land from Lessor to Lessee.

16. "Hazardous Substances" or "Hazardous Substance" means petroleum (including gasoline, crude oil or any crude oil fraction), waste, trash, garbage, industrial by-product, and chemical or hazardous substance of any nature, including, without limitation, radioactive materials, PCBS, asbestos, pesticides, herbicides, pesticide or herbicide containers, untreated sewerage, industrial process sludge and any other substance identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA"), as amended, the Superfund Amendment and Reauthorization Act (commonly known as "SARA"), the Resource Conservation and Recovery Act (commonly known as "RCRA"), or any other federal, state, municipality or county legislation or ordinances applicable to the Premises.

17. "Hold Harmless" shall mean to hold harmless from, indemnify and defend against, and pay promptly upon demand therefor, any and all claims, demands, actions, causes of action, losses, expenses (including, without limitation, reasonable attorneys' fees actually incurred at both trial and appellate levels), costs (including, without limitation, court costs at both trial and appellate levels), damages and all liabilities arising out of or incurred in connection with, an identified circumstance, incident, condition, relationship, time period, or other matter.

18. "Impositions" shall mean the Taxes and utility charges to be paid by Lessee pursuant to Article VII.

19. "Improvements" shall mean any and all buildings, structures, utility installations, site work, paving, landscaping and other improvements now or hereafter made to or located on or about the Land, and all fixtures and non-movable equipment located upon the Land.

20. "Land" shall mean that parcel(s) of land described in Exhibit "A" attached hereto and made a part hereof.

21. "Lease Year" means (i) with respect to the first Lease Year, the period commencing on the Delivery Date and ending on the first anniversary of the Delivery Date, and (ii) thereafter, the twelve (12) month period commencing on the day after the last day of the

preceding Lease Year and ending on the first anniversary of the last day of the preceding Lease Year.

22. "Leasehold Mortgage" shall mean a Mortgage encumbering the leasehold estate arising under this Lease.

23. "Leasehold Mortgagee" shall mean the holder of a Leasehold Mortgage.

24. "Lessee" shall mean, initially, Place Acquisition, LLC, as lessee under this Lease, for so long as it remains lessee. From and after the date of any assignment of the leasehold estate in compliance with Article IX, the term "Lessee" shall mean the Person which is then the lessee.

25. "Lessor" shall mean, initially, The City of Greenville, North Carolina for the use and benefit of Greenville Utilities Commission of the City of Greenville, North Carolina, as lessor under this Lease, for so long as it remains lessor. From and after the date of transfer of the reversionary interest of the lessor arising under this Lease, the term "Lessor" shall mean the Person which is then the lessor.

26. "Lessor's Environmental Obligations" shall have the meaning set forth in Section 3.1.

27. "Mortgage" shall mean a deed of trust, mortgage, security agreement or similar agreement creating a lien upon or security interest in or granting security title to the Premises, or any interest therein or part thereof, as security for any debt, together with the promissory note or like instrument evidencing such debt or obligation.

28. "Mortgagee" shall mean the holder of a Mortgage.

29. "Notice" shall mean a written notice, request, demand or other communication pursuant to this Lease, as set forth in Section 19.3.

30. "Partial Taking" shall mean a Taking which is not a Total Taking or a Temporary Taking.

31. "Parties" shall mean Lessor and Lessee.

32. "Party" shall mean a party to this Lease, i.e., either Lessor or Lessee.

33. "Permitted Title Exceptions" shall mean those exceptions to Lessor's title to the Land listed in the Title Commitment or shown on the Survey which are not objected to by Lessor.

34. "Person" shall mean any natural person, corporation, limited or general partnership, tenancy in common, joint venture, association, business trust, real estate investment trust or other entity or organization, and any combination of any of them.

35. "Premises" shall mean the Land, together with the Improvements and any and all easements, hereditaments, tenements and other rights and privileges of any kind appurtenant thereto.

36. "Registered Mortgagee" shall mean any Leasehold Mortgagee who has registered with Lessor pursuant to Section "E-4".

37. "Rent" shall mean the Basic Rent and any and all other payments of money to be paid by Lessee to Lessor under this Lease.

38. "Rental Commencement Date" shall mean the Delivery Date.

39. "State" shall mean the State of North Carolina.

40. "Subleases" shall mean all written or oral leases, rental agreements, licenses, concessions, occupancies and other agreements or arrangements granted by Lessee to Sublessees for the use or occupancy of any portion of the Premises and "Sublease" shall mean any one of the Subleases.

41. "Subrents" shall mean all rentals actually collected from Sublessees.

42. "Sublessee" shall mean a sublessee, lessee, tenant, licensee or concessionaire under a Sublease.

43. "Taking" shall mean any taking or damaging of the Premises, or any portion thereof, interest therein, or right appurtenant thereto, by any governmental or public authority as a result of, in lieu of, in anticipation of, or under threat of the power of condemnation or eminent domain, including severance damage and any change in grade.

44. "Taxes" shall have the meaning set forth in Section 7.2.

45. "Temporary Taking" means a Taking that is not perpetual.

46. "Term" or "Lease Term" shall have the meaning set forth in Section 5.2.

47. "Terminate or Termination" shall mean termination by Lessor of this Lease, prior to its Expiration, pursuant to an Event of Default, as provided in Article XV.

48. "Total Taking" shall mean a Taking, the effect of which is that the portion or portions of the Premises remaining following such Taking cannot, in the sole but reasonable judgment of Lessee, be practically and economically used or converted for use by Lessee for the purposes for which the Premises was being used prior to such Taking.

49. "Unavoidable Delay" shall mean any delay caused by an act of God, fire, earthquake, flood, explosion, war, insurrection, riot, mob violence, sabotage, inability to procure labor, equipment, facilities, materials or supplies, strikes, lockouts, action of labor unions, condemnation, laws, orders of Governmental Authorities, litigation involving a Party relating to zoning, subdivision or other governmental action or inaction pertaining to the Premises or any

portion thereof, inability to obtain government permits or approvals, and other matters not within the control of a Party, but shall not include any delay caused by the financial inability of a Party.

## EXHIBIT "C"

### Inspection Period, Title and Termination Rights

1. Documentation. Within five (5) Business Days after the Date of this Lease, Lessor shall provide Lessee with true, correct, and complete copies of all studies, tests, reports, plans, drawings, surveys, agreements, and documents with respect to the Land, including, without limitation: (i) all title policies, title commitments, title reports, title opinions, title and zoning documents, appraisals, surveys, deeds, easements, deeds of trust or mortgages, declarations and restrictive covenants and other title exceptions; and (ii) all soil, engineering, structural, geotechnical, flood, and environmental studies, tests, reports, documents, and correspondence. Furthermore, Lessor shall deliver any and all correspondence, documents, memoranda or other writings relative to any environmental contamination upon the Premises and the proposed remediation thereof.

2. Testing. Notwithstanding anything set forth in this Lease to the contrary, Lessee shall have the right for ONE HUNDRED AND TWENTY DAYS (120) following the Date of this Lease (the "Inspection Period") in which to: inspect and investigate the Premises and to perform soil, groundwater, and other tests thereon; review and evaluate any governmental regulations, restrictions, zoning requirements, or ordinances applicable to the Premises and the development thereof and the availability and probability of Lessee's receipt of all necessary governmental approvals; obtain surveys and other similar materials; obtain, review, and evaluate any title insurance commitment for the Premises; review and evaluate the availability of utilities and drainage facilities and easements therefor; review and evaluate the economic or other feasibility of constructing and operating any improvements on the Premises; review and evaluate the access to the Premises and matters such as curb cuts, crossovers, traffic signalization and the like; review and evaluate any environmental conditions of the Premises; and review and evaluate any other matter relating to Lessee's anticipated use of the Premises and Lessee's improvements and/or the value, cost, utility or feasibility thereof. Lessee may terminate this Lease for any reason by sending written notice of termination to Lessor on or before 5:00 p.m. Eastern Time of the last day of the Inspection Period, in which event the parties shall have no further rights or liabilities hereunder (except for any that expressly survive termination of this Lease). Lessor shall notify Lessee within five (5) Business Days after the Date of this Lease of any condition on the Premises that might pose a danger, a hazard, or a risk of injury to Lessee, its agents, employees, or contractors during Lessee's inspection of the Premises.

3. Title. Within thirty (30) days after the Date of this Lease, Lessee shall, at Lessee's sole expense, cause the Title Company to deliver to Lessee a commitment for a leasehold title policy (the "Title Commitment") for the Premises and complete, legible copies of all documents referred to in the Title Commitment. On or before the expiration of the Inspection Period, Lessee shall obtain, at Lessee's expense, a survey of the Premises (the "Survey"). Lessee shall notify Lessor of any objections to the requirements or exceptions to title as shown on the Title Commitment or the Survey on or before the expiration of the Inspection Period. Lessor shall have thirty (30) days after receipt of such notice to remove the objectionable requirements or exceptions from the Title Commitment or the Survey. If Lessor is unable or unwilling to remove

such objectionable requirements or exceptions within such 30-day period, Lessee shall have the right to terminate this Lease by giving Lessor written notice thereof within thirty (30) days after expiration of such 30-day period, in which event Lessor shall reimburse Lessee for any out-of-pocket title, engineering, architectural, survey, investigative, and legal costs incurred in connection with this transaction (the "Reimbursable Costs"), this Lease shall become null and void, and neither party shall have any further obligations hereunder (except for any that expressly survive termination of this Lease). Lessor shall be obligated to pay or otherwise satisfy or discharge any encumbrance against the Land which can be paid, satisfied or discharged by the payment of money.

4. Title Commitment Updates. The Title Commitment may be updated on or prior to the date that the Title Policy is issued to the Lessee. If the updated Title Commitment shows additional exceptions or requirements, the procedures for objection, etc. set forth in Section 3 above shall be applicable.

5. Independent Consideration. If Lessee terminates this Lease pursuant to a right to do so contained in this Lease for any reason other than Lessor's default, then Lessee shall pay to Lessor in cash the sum of One Hundred Dollars (\$100.00) as independent consideration for the rights granted to Lessee pursuant to this Lease.

EXHIBIT "D"

BASIC RENT

1. BASIC RENT SCHEDULE. Lessor and Lessee agree that in addition to Lessee's obligations for additional rent and other payments applicable to the Premises as provided for in this Lease, Lessee shall make Basic Rent payments in accordance with the following schedule:

<u>Period</u> <u>(Lease Years)</u>	<u>Annual Basic</u> <u>Rent Rate</u>	<u>Monthly Basic</u> <u>Rent</u>
100	\$15,920.00	\$1,326.67

## EXHIBIT "E"

### Mortgages

1. Mortgages of Lessor's Reversion Only. Lessor shall not be required to subordinate its fee simple interest and estate in the Land to any Leasehold Mortgage, or enter into or join in the execution of any Leasehold Mortgage, but Lessor shall provide Leasehold Mortgagees the protections described in this Exhibit "E". Lessor shall have the right to encumber, from time to time, without the consent or approval of Lessee, its fee simple interest in the Land and Lessor's interest in this Lease with such Mortgages as Lessor, in its sole discretion, deems appropriate; provided, however, that any such Mortgage shall be subject and subordinate to this Lease, the rights of Lessee hereunder, the rights of any Sublessees hereunder, and the rights of any Leasehold Mortgagee arising under or by virtue of this Lease (whether the Leasehold Mortgage was created before or after such Mortgage by Lessor), including without limitation the right, title and estate of any Leasehold Mortgagee under any new lease entered into pursuant to Exhibit "E". The foregoing subordination of any such Mortgage to this Lease, the rights of Lessee hereunder, the rights of any Sublessee, and the rights of any Leasehold Mortgagee shall be self-operative and shall not require any further action by the Parties. Lessee shall, within ten days after receipt of a Notice requesting same, enter into a separate agreement directly with any holder of such Mortgage confirming that the provisions of this Lease, including without limitation the provisions of this Section "E-1", will be honored by and binding upon Lessee, and further shall contain such other terms and conditions as such holder of such Mortgage shall reasonably request, including the agreement of Lessee, to attorn to the holder of such Mortgage in the event such holder succeeds to the interest of Lessor hereunder. Lessor will not, directly or indirectly, create or permit to be created or to remain, and will promptly discharge, at its expense, any Mortgage of or lien of any kind against its interest and estate in the Land or any part thereof or on the Basic Rent or any other sums payable by Lessee hereunder, including any Mortgage existing on the Date of this Lease, unless the holder of such Mortgage or other lien shall enter into such arrangements as may be necessary to subordinate such Mortgage or other lien to this Lease and to all the terms and provisions hereof and unless the obligation secured by such Mortgage is pre-payable at the option of Lessor thought the term thereof.

2. Mortgages of the Leasehold Only. At any time and from time to time during the term of this Lease, Lessee may assign or encumber Lessee's interest in the leasehold estate created by this Lease by one or more Leasehold Mortgages containing such terms and provisions as Lessee may, in its sole discretion, deem fit and proper. If Lessee encumbers its leasehold estate by a Leasehold Mortgage and should Lessor be advised in writing of the name and address of the Leasehold Mortgagee in accordance with Section "E-4", then this Lease shall not be Terminated unless and until Lessor shall comply with the provisions of Section "E-6" hereof. Upon the request of the holder of any Leasehold Mortgage, Lessor shall make reasonable changes and revisions to this Ground Lease as requested by such Leasehold Mortgagee, provided such changes do not materially and adversely impair Lessor's rights hereunder.

3. Agreement With Leasehold Mortgagees. Lessor hereby agrees to enter into an agreement with Leasehold Mortgagees, in form and substance reasonably acceptable to Lessor and to Leasehold Mortgagees, providing that this Lease and the rights and interests of Lessor in



and to the Premises shall survive any foreclosure or deed in lieu of foreclosure under the Leasehold Mortgages and providing for such other matters as they be reasonably requested by Leasehold Mortgagees.

4. Notices to Registered Mortgagees. In the event Lessee shall encumber the Premises or any portion thereof or any interest therein with a Leasehold Mortgage and the Leasehold Mortgagee shall register with Lessor by delivering to Lessor a copy of the Leasehold Mortgage, together with a written notice specifying the name and address of the Leasehold Mortgagee, the pertinent recording data, and the term or duration of the Leasehold Mortgage, then from and after the date of receipt by Lessor of such registration and for the term or duration of said Leasehold Mortgage, upon serving Lessee with any notice under this Lease, Lessor shall, concurrently therewith, serve a copy of such notice to all Registered Mortgagees, the serving of which notice upon each Registered Mortgagee entitled to the receipt thereof shall be a condition precedent to the effectiveness thereof. Upon request, Lessor shall notify any Registered Mortgagee of the identity and address of Lessor's agent, if any, for receipt of notice and payments hereunder and such Registered Mortgagee shall be entitled to rely on such notice until such Registered Mortgagee is delivered a notice from Lessor changing the identity and/or address of such agent, and notices sent and payments made in accordance with such a notice by Lessor shall constitute notice and payment to all parties included within the term "Lessor." Each Registered Mortgagee shall have the right to remedy or cause to be remedied the Default or Event of Default complained of or request made, and Lessor shall accept performance by or at the instigation of any Registered Mortgagee with the same force and effect as if Lessee had performed the action in question. Nothing contained herein shall be construed as imposing any obligation upon any Leasehold Mortgagee so to perform or comply on behalf of Lessee. Lessor shall not accept any surrender of or agree to any termination of this Lease without the prior written consent thereto by all Registered Mortgagees and any attempt to do so without such written consent shall be void and of no force and effect.

5. Limitation on Liability of Leasehold Mortgagees. The making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of this Lease or of the leasehold hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of the leasehold hereby created so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Lessee to be performed hereunder, but the purchaser at any sale of this Lease and of the leasehold in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee of this Lease and of the leasehold under any instrument of assignment or transfer in lieu of the foreclosure of any Leasehold Mortgage shall be deemed to be an assignee or transferee within the meaning of Article X, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Lessee to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the leasehold. All assignments, however, subsequent to the assignment referenced in the preceding sentence shall be subject to all the terms and provisions of Article X. Any Leasehold Mortgagee or other acquirer of the leasehold pursuant to foreclosure, assignment in lieu of foreclosure or other proceedings may, upon acquiring the leasehold, sell and assign the leasehold on such terms and to such Persons as are acceptable to such Leasehold Mortgagee or acquirer, but subject to all the terms and provisions of this Lease including, but not limited to Article X, and thereafter be relieved of all obligations

under this Lease; provided that such assignee has delivered to Lessor its written agreement to be bound by all of the provisions of this Lease arising from and after the date of such assignment.

6. Registered Mortgagee's Right To Cure Default.

(a) Lessor, upon providing Lessee with any Default Notice, shall concurrently transmit a copy of such notice to every Registered Mortgagee. From and after the date of the Default Notice, each Registered Mortgagee shall have the same period as is given to Lessee to remedy, commence remedying, or cause to be remedied the Default specified in any such Default Notice. Lessor shall accept such performance by or at the instigation of any such Registered Mortgagee as if the same had been done by Lessee. Lessee authorizes each Registered Mortgagee to take any such action at such Registered Mortgagee's option and does hereby authorize entry upon the Premises by the Registered Mortgagee(s) for such purposes.

(b) Anything contained in this Lease to the contrary notwithstanding, if any Event of Default shall occur which entitles Lessor to terminate this Lease, Lessor shall have no right so to terminate this Lease unless, following the expiration of the period of time given Lessee to cure such Default, Lessor shall notify each Registered Mortgagee of Lessor's intent so to terminate ("Notice of Termination") at least fifteen (15) days in advance of the proposed effective date of such termination if such Default is a monetary Event of Default and at least thirty (30) days in advance of the proposed effective date of such termination if such Default is a non-monetary Event of Default. Such termination shall become effective in accordance with such Notice of Termination unless, during such fifteen (15) or thirty (30) day period, any such Registered Mortgagee shall:

(i) notify Lessor of such Registered Mortgagee's desire to nullify such Notice of Termination, and

(ii) pay or cause to be paid all Rent, insurance premiums, and other payments (A) then due and in arrears as specified in the Default Notice delivered to such Registered Mortgagee and (B) falling due during such fifteen (15) or thirty (30) day period, and in addition, agree to pay or cause to be paid all Rent, insurance premiums and other payments which may become due following such fifteen (15) or thirty (30) day period, and

(iii) comply or in good faith, with reasonable diligence and continuity, commence to comply with all non-monetary requirements of this Lease then in Default and reasonably susceptible of being complied with by such Registered Mortgagee; provided, however, that such Registered Mortgagee shall not be required to cure or commence to cure any Default consisting of Lessee's failure to satisfy and discharge any lien or encumbrance against Lessee's interest in this Lease or the Premises junior in priority to the lien of the Mortgage held by such Registered Mortgagee.

(c) If (i) the Default giving rise to the Default Notice shall not have been cured, (ii) Lessor shall elect to terminate this Lease by reason of any Default of Lessee, and (iii) a Registered Mortgagee shall have satisfied all requirements under clause (a), (b), and (c) of

Section “E-6.2”, the specified date for the termination of this Lease as fixed by Lessor in its Notice of Termination shall be extended for a period of one hundred eighty (180) days, provided that such Registered Mortgagee shall, during such one hundred eighty (180) day period:

(i) pay or cause to be paid the Rent, insurance premiums, and other monetary obligations of Lessee under this Lease as the same become due, and continue its good faith efforts to perform all of Lessee’s other obligations under this Lease, excepting past non-monetary obligations then in Default and not reasonably susceptible of being cured by such Registered Mortgagee; and

(ii) if not enjoined or stayed, take steps to acquire or sell Lessee’s interest in this Lease and the Premises by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with due diligence.

(d) If at the end of such one hundred eighty (180) day period such Registered Mortgagee is not complying with Section “E-6.3”, this Lease shall terminate. If at the end of such one hundred eighty (180) day period such Registered Mortgagee is complying with Section “E-6.3”, this Lease shall not then terminate, and the time for completion by such Registered Mortgagee of its proceedings necessary to comply with Section “E-6.3(b)” shall continue so long as such Registered Mortgagee is enjoined or stayed and thereafter for so long as such Registered Mortgagee proceeds to complete steps to acquire and sell Lessee’s interest in the Lease and the Premises by foreclosure of the Leasehold Mortgage or by other appropriate means, with reasonable diligence and continuity. Nothing in this Section “E-6”, however, shall be construed to extend this Lease beyond the original term hereof, nor to require a Registered Mortgagee to continue such foreclosure proceedings after the Default has been cured if no additional Event of Default has occurred. If the Default shall be cured and the Registered Mortgagee shall discontinue such foreclosure proceedings and if no additional Event of Default has occurred, this Lease shall continue in full force and effect as if Lessee had not defaulted under this Lease.

(e) In the event of the termination of this Lease for any reason, including, without limitation, any disaffirmance or rejection of this Lease by any trustee of Lessee in bankruptcy, Lessor shall, in addition to providing the applicable Default Notices and Notice of Termination as required by Sections “E-6.1” and “E-6.2” above, provide each Registered Mortgagee with written notice that the Lease has been terminated, together with a statement of all sums which would at that time be due under this Lease but for such termination, and of all other Defaults, if any, then known to Lessor. Lessor agrees to enter into a new lease (“New Lease”) of the Premises with a Registered Mortgagee or its designee for the remainder of the Lease Term, effective as of the date of termination, at the rent, and upon the terms, covenants, and conditions (excluding requirements which, by their terms, are not applicable or which have already been fulfilled) of this Lease, provided:

(i) Such Registered Mortgagee has given or gives written notice to Lessor of its desire to enter into such New Lease as of the effective date of the termination of this Lease prior to the date which is sixty (60) days after receipt by such Registered Mortgagee of Lessor’s Notice of Termination as provided for in

Section “E-6.2” above. Notwithstanding that the Lease may terminate prior to the expiration of the sixty (60) day period provided for in this Section “E-6.5(a)”, Lessor agrees that it will not, during any such thirty (30) day period, enter into any other lease of the Premises or any part thereof so long as such Registered Mortgagee has advised Lessor within ten (10) business days after its receipt of the Notice of Termination that it will pay or reimburse Lessor for all Rent and other amounts which would have been payable under this Lease during such sixty (60) day period if the termination in question had not occurred.

(ii) Such Registered Mortgagee or its designee shall pay or cause to be paid to Lessor at the time of the execution and delivery of such New Lease any and all sums which would at the time of execution and delivery thereof be due or past due pursuant to this Lease but for such termination and, in addition thereto, all reasonable expenses, and Lessor’s reasonable attorneys’ fees which Lessor shall have incurred by reason of such termination and the execution and delivery of the New Lease and which have not otherwise been received by Lessor from Lessee or any other party in interest under Lessee, including, without limitation, the costs of complying with Section “E-6.5(d)” and Lessor’s reasonable attorney’s fees. In the event of a controversy as to the amount to be paid to Lessor pursuant to this Section “E-6.5(b)”, the payment obligation shall be satisfied if (a) Lessor shall be paid the amount not in good faith controversy, (b) the Registered Mortgagee or its designee shall agree to pay any additional sum ultimately determined to be due plus interest at the Default Rate; and (c) such obligation shall be secured to Lessor’s reasonable satisfaction.

(iii) Such Registered Mortgagee or its designee shall agree to remedy any of Lessee’s Defaults of which said Registered Mortgagee was notified by Lessor’s Default Notice(s) or Notice of Termination, except for any non-monetary Event of Defaults which are not reasonably susceptible of being so cured by such Registered Mortgagee or its designee.

(iv) Any New Lease made pursuant to this Section “E-6.5” shall be prior to any mortgage or other lien, charge, or encumbrance on the fee of the Premises, and the lessee under such New Lease shall have the same right, title, and interest in and to the Premises and the buildings and improvements thereon as Lessee had under this Lease. Upon execution of any New Lease, Lessor shall convey to the Lessee, without additional charge therefor, all right, title, and interest which Lessor may have in any buildings or other improvements which may then be located upon the Premises, other than Lessor’s reversionary interest therein upon the expiration or other termination of the New Lease.

(f) If more than one Registered Mortgagee shall request a New Lease pursuant to Section “E-6.5”, Lessor shall enter into such New Lease with the Registered Mortgagee whose mortgage is prior in lien, or with the designee of such Registered Mortgagee.

7. Arbitration. Lessor shall give each Leasehold Mortgagee prompt notice of any arbitration or legal proceedings between Lessor and Lessee involving obligations under this

Lease. Each Leasehold Mortgagee shall have the right to intervene in any such proceedings and be made a party to such proceedings, and the parties hereto do hereby consent to such intervention. In the event that any Leasehold Mortgagee shall not elect to intervene or become a party to any such proceedings, Lessor shall give the Leasehold Mortgagee notice of, and a copy of any award or decision made in any such proceedings, which shall be binding on all Leasehold Mortgagees not intervening after receipt of notice of arbitration. In the event Lessee shall fail to appoint an arbitrator after notice from Lessor, a Leasehold Mortgagee (in order of seniority if there be more than one) shall have an additional period of thirty (30) days after notice by Lessor that Lessee has failed to appoint such arbitrator, to make such appointment, and the arbitrator so appointed shall thereupon be recognized in all respects as if he had been appointed by Lessee.

## EXHIBIT "F"

### Insurance

1. Property Insurance. Insurance on the Improvements or any replacements or substitutions therefor against loss or damage by fire and against loss or damage by other risks insured against by "extended coverage" provisions of policies generally in force on similar developments in the metropolitan Greenville, North Carolina area, in amounts sufficient to provide coverage in an amount not less than one hundred percent (100%) of the actual replacement cost of the respective buildings and improvements (excluding foundation and excavation costs, paving, and underground pipes, flues and drains) or any replacements or substitutions therefor, the policy for which insurance shall have a replacement cost endorsement or similar provision.

2. Liability Insurance. General public liability insurance protecting Lessee and Lessor against any and all claims for damages to persons or property or for loss of life or of property occurring upon, in or about the Premises, with a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence, in such form as determined by Lessee, in Lessee's reasonable discretion. Upon written request from Lessor given not more often than once every two (2) years, Lessee shall review the limits of such public liability insurance and shall increase the limits of such coverage, if necessary, to the limits of coverage which a prudent business person in Lessee's business in the area of the Premises would be expected to carry; provided, however, that so long as there is a bona fide disagreement between Lessor and Lessee on the appropriate amount of such limits, and Lessee carries such insurance with such limits as Lessee deems appropriate in light of the foregoing standard, Lessee shall not be deemed to be in default under this Lease for failure to obtain such higher limits of coverage as Lessor considers appropriate until such time (if any) that an appropriate amount is determined pursuant to the arbitration procedures forth in Section "F-5".

3. Policies. The policies of insurance shall comply with the following requirements.

(a) General Requirements. All of the policies of insurance referred to or provided for in this Lease shall be with reputable companies licensed and authorized to issue such policies in such amounts in the State, acceptable to Lessor in its reasonable discretion. Such required insurance may be carried under blanket policies that include other properties and under so-called "umbrella" policies. Upon request, Lessee shall deliver to Lessor certificates showing such required insurance to be in full force and effect. Such certificates shall be endorsed to show the receipt by the issuer of the premiums therefor or shall be accompanied by other evidence of payment of such premiums. If the premium covers more than one year and may be paid in installments, only an annual installment must be paid in advance. To the extent obtainable, such policies for property loss insurance coverage shall contain express waivers by the insurer of any rights of subrogation against Lessor. The deductible amount for any required insurance coverage shall be in an amount determined by Lessee as being a reasonable deductible amount in light of prevailing market conditions and deductible amounts on insurance policies for similar properties in the same market.

(b) Insureds. All public liability insurance required to be provided by Lessee shall name Lessee as insured and shall name Lessor and any Mortgagee of Lessor (if requested by Lessor) as an additional insured, with respect to the Premises only, all as their respective interests may appear. All insurance required to be provided by Lessee may, at the option of Lessee, name any Mortgagee or any other Persons, all as their respective interests may appear.

(c) Payment of Loss/Use of Insurance Proceeds. All policies of insurance referred to herein, except for the public liability insurance, shall provide for payment of loss to Lessee, and shall be applied by Lessee toward the repair and restoration of the Improvements located on the Premises, subject to the requirements of any Leasehold Mortgage.

(d) Renewal and Cancellation. All such policies shall provide that they may not be canceled by the insurer for nonpayment of premiums until at least thirty (30) days after service of written notice of the proposed cancellation upon Lessor and Lessor's Mortgagee (if any).

4. Waiver of Subrogation. Each Party waives claims arising in any manner in its ("Injured Party's") favor and against the other Party for loss or damage to Injured Party's real or personal property located within or constituting a part or all of the Premises, provided, however, that this waiver applies only to the extent the loss or damage is covered by: (i) the Injured Party's insurance; or (ii) the insurance the Injured Party is required to carry under Section "F-1", whichever is greater. The Injured Party's waiver also applies to the other Party's directors, officers, employees, shareholders, members and agents. If despite Lessee's diligent efforts it cannot find an insurance company meeting the criteria in Section "F-2" that will provide the waiver of subrogation endorsement at commercially reasonable commercial rates with respect to the property insurance described in Section "F-1.1", then it shall give Notice to Lessor to such effect within thirty (30) days after reaching such determination. Lessor shall then have an additional thirty (30) days to find an insurance company meeting the criteria set forth in Section "F-2.1" (and otherwise satisfactory to Lessee in its good faith business judgment) that will issue the waiver of subrogation endorsement at commercially reasonable rates. If Lessor also cannot find such an insurance company, then Lessee shall be released from its obligation to obtain the waiver. If such insurance company is found but it will give the waiver of subrogation endorsement only at rates greater than commercially reasonable rates, then the Parties can agree to pay for the waiver under any agreement they can negotiate. If the parties cannot in good faith negotiate an agreement, then Lessee shall be released from its obligation to obtain the waiver.

5. Indemnity. Lessee shall and does hereby Hold Harmless Lessor from the use and occupation of the Land and the Improvements, the performance or failure thereof by Lessee of the obligations of Lessee under this Lease, except to the extent, if any, that Lessor or its Authorized Representative is responsible for same as hereinafter provided. Lessee shall assume on behalf of Lessor and conduct with due diligence and in good faith the defense of all such claims, suits, actions and proceedings against Lessor whether or not Lessee is joined therein, and shall bear the costs and expenses thereof, including the amount of any judgments and settlements in connection therewith. Lessee shall have the right to contest the validity of any and all claims and to defend, settle and compromise such claims in the name of Lessor, as Lessee may deem

necessary, provided that the costs and expenses, including the amount of any judgment and settlements, are paid by Lessee. Maintenance of the insurance referred to in this Exhibit "F" shall not affect the obligations of Lessee under this Lease, and the limits of such insurance shall not constitute a limit on the liability of Lessee under this Section "F-4". If any claim or other matter is covered by such insurance, the Parties shall look to such insurance to the extent thereof before proceeding under this indemnity, and any insurer shall not be subrogated under this indemnity. Lessee's obligations pursuant to this Section "F-4" shall not impose any liability on Lessee to any particular indemnitee if, and to the extent, the liability in question arises out of any indemnitee's negligence, intentional act, willful misconduct, breach of contract or legal duty or violation of any Governmental Requirements of any Person for whose acts or omissions any such indemnitee is legally liable. In addition, Lessee's indemnification of the indemnitees pursuant to this Section "F-4" shall not extend to any matter related to or arising out of the physical condition of the Premises prior to the Date of this Lease, or other circumstances in respect to the Premises arising or accruing prior to the Date of this Lease, including the environmental condition of the Premises prior to the Date of this Lease; provided, however, the limitation of Lessee's liability set forth in this sentence shall not apply to the extent that such condition has been altered by Lessee. Further, Lessee's indemnification of any indemnitee pursuant to this Section "F-4" shall not extend to any matter related to or arising out of title to the Premises or legal status of the Premises, except to the extent of title matters caused or arising by, through or under Lessee.

6. Arbitration. If Lessor and Lessee are unable to agree as to the appropriate amount of insurance coverage limits as set forth above, Lessor and Lessee agree to submit the dispute to Arbitration pursuant to Article XVII.

7. Lessor shall have the right to obtain proof of the insurance requirements set forth in this Exhibit "F" from time to time by delivering a written request for same to Lessee. Lessee shall deliver proof of insurance to Lessor on or before the expiration of the Inspection Period.



EXHIBIT "G"

Lessee's Proposed Site Plan

EXHIBIT "H"

Re-Use Plan

EXHIBIT "I"

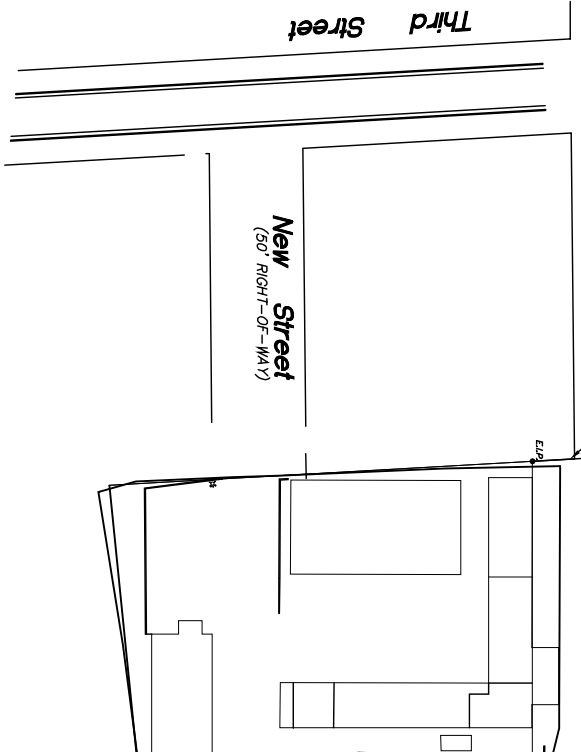
List of Environmental Reports Received by Lessor

SEABOARD COASTLINE RAILROAD

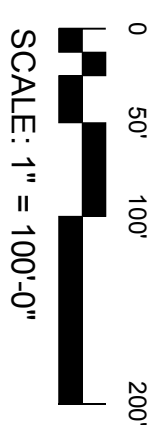
EXIST. TRACK AT  
5' INTERSECTION  
WITH  
THIRD STREET  
N 1720'00" E 198.84'  
S 75'46"20" E  
40.07'

Third Street

New Street  
(50' RIGHT-OF-WAY)

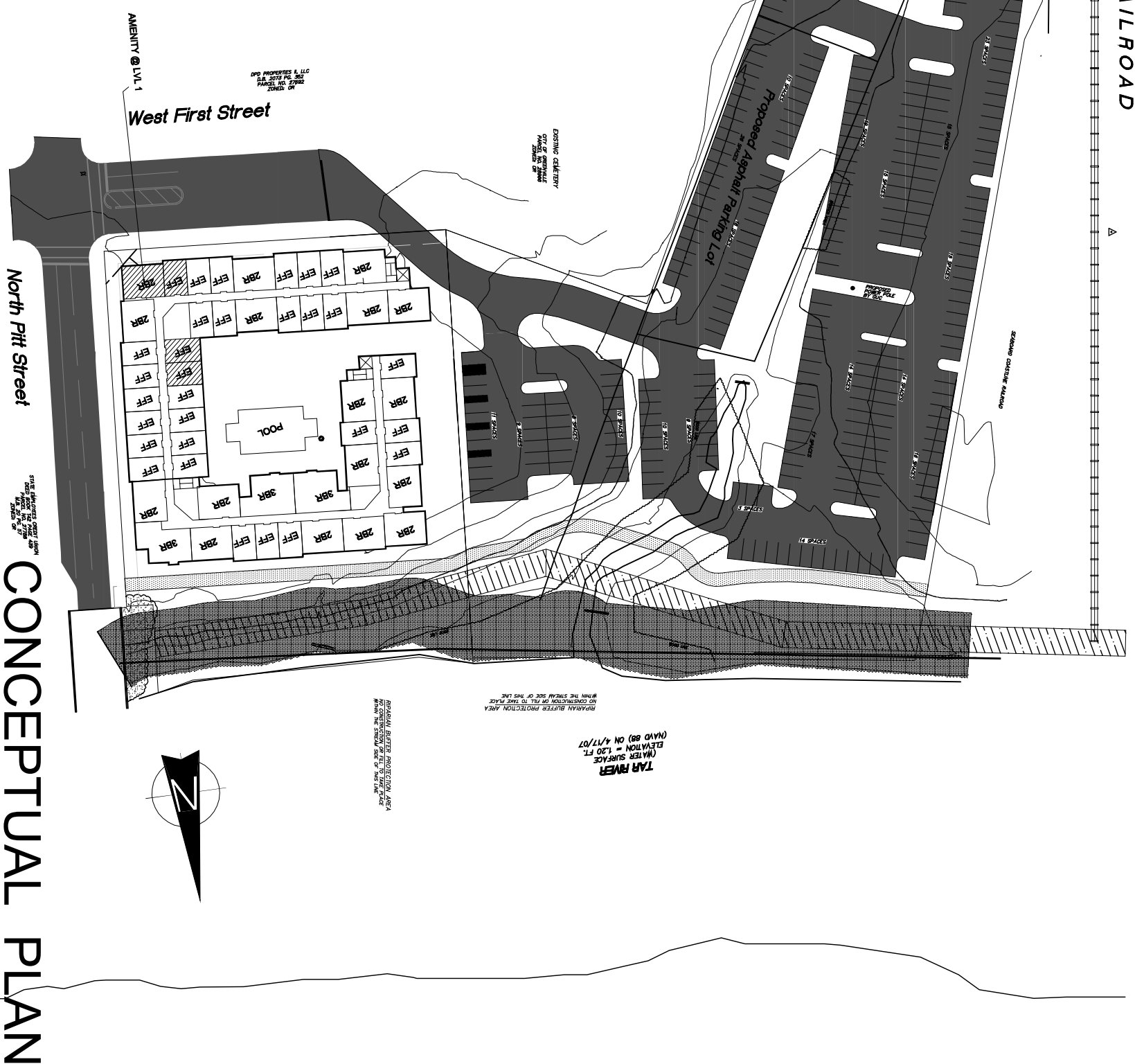


Attachment number 3  
Page 1 of 1



PARKING / BED	1/04
PARKING	291
BEDS	287
UNITS / ACRE (TOTAL SITE)	33.11
UNITS / ACRE (PARCEL 13900)	88.0
TOTAL UNITS	188
UNITS	112 3BR
	177 EFF
	67 2BR
4 STORY LIGHT WOOD FRAME CONSTRUCTION	
TOTAL	512 ACRES
PARCEL 20900	3.64 ACRES
SITE AREA	1.98 ACRES

GENERAL INFORMATION



# CONCEPTUAL PLAN

## UNIVERSITY PLACE AT GREENVILLE

Greenville, North Carolina

July 31, 2007



DEVELOPER:

PLACE PROPERTIES  
3445 PEACHTREE ROAD  
SUITE 1400  
ATLANTA, GEORGIA 30326

ARCHITECT:

NILES BOLTON ASSOCIATES  
3060 PEACHTREE ROAD  
SUITE 600  
ATLANTA, GEORGIA 30305

