

Jody L. McLeod
MAYOR

Bruce Thompson
TOWN ATTORNEY

Steve Biggs
TOWN MANAGER



Bob Satterfield
R.S. "Butch" Lawter, Jr.
Art Holder
Jason Thompson
COUNCIL MEMBERS

Michael Grannis
MAYOR PRO TEM

TOWN COUNCIL MEETING

JANUARY 20, 2015

AGENDA

MAYOR AND TOWN COUNCIL

**MAYOR JODY L. MCLEOD
MAYOR PRO TEM MICHAEL GRANNIS
COUNCILMAN BOB SATTERFIELD**

**COUNCILMAN ART HOLDER
COUNCILMAN R.S. "BUTCH" LAWTER, JR.
COUNCILMAN JASON THOMPSON**

TOWN STAFF

**STEVE BIGGS, TOWN MANAGER
KIMBERLY A. MOFFETT, TOWN CLERK
BRUCE THOMPSON II, TOWN ATTORNEY**

AGENDA
THE WORK SESSION MEETING OF THE CLAYTON TOWN COUNCIL

TUESDAY, JANUARY 20, 2015
6:30 PM

THE CLAYTON CENTER
COUNCIL CHAMBERS

1. **CALL TO ORDER**
Pledge of Allegiance & Invocation – Mayor Jody L. McLeod
2. **ADJUSTMENT OF THE AGENDA**
3. **CONSENT AGENDA**
 - a. Draft minutes from January 5, 2015
 - b. Certificate of Sufficiency and Resolution setting date of public hearing for Annexation Petition 2014-12-01, FSC, IV, LLC Property, Non-Contiguous; 46.17 +/- acres
 - c. Resolution – Intent to annex property owned by Town of Clayton – Annexation Petition 2015-01-01, Little Creek Church Road Property, Non Contiguous; 67.14 acres
 - d. Resolution – Intent to annex property owned by Town of Clayton – Annexation Petition 2015-01-02, River Park Property, Non-Contiguous; 39.55 acres

Suggested Action: Motion for Approval of Consent Agenda as presented

4. **INTRODUCTIONS AND SPECIAL PRESENTATIONS**
 - a. Introduction of new Town of Clayton employee(s)
 - b. Presentation of Comprehensive Annual Financial Report – FY 2014
Presenters: Robert McKie, Finance Director and Ken Anderson of Anderson, Smith & Wike PLLC

Mr. Anderson will present the Comprehensive Annual Financial Report for fiscal year ended June 30, 2014.

Mr. McKie will offer a presentation offering an overview of the audit procedure as well as compliance with the Town of Clayton's financial policies.

Suggested Action: Receive Report

5. ITEMS SCHEDULED FOR THE REGULAR MEETING AGENDA

- a. Public Hearing Voluntary Annexation Petition 2014-12-01 - FSC IV, LLC Property, Non-Contiguous; 46.17 +/- acres
Presenter: David DeYoung, Planning Director

Mr. DeYoung will present report regarding voluntary Annexation Petition 2014-12-01. The applicant is Fred Smith Company. Public Hearing scheduled to be held on February 2, 2015.

Suggested Action: Set Public Hearing for February 2, 2015

- b. Public Hearing Annexation Petition 2015-01-01, Little Creek Church Road
Presenter: David DeYoung, Planning Director

Mr. DeYoung will present report regarding Annexation Petition 2015-01-01. This property is owned by the Town of Clayton and is located on Little Creek Church Road. Public Hearing scheduled to be held on February 2, 2015.

Suggested Action: Set Public Hearing for February 2, 2015

- c. Public Hearing Annexation Petition 2015-01-02, River Park Property
Presenter: David DeYoung, Planning Director

Mr. DeYoung will present report regarding Annexation Petition 2015-01-02. This property is owned by the Town of Clayton and is the River Park Property. Public Hearing scheduled to be held on February 2, 2015.

Suggested Action: Set Public Hearing for February 2, 2015

- d. SIA 2014-153 Caterpillar Southern Site Special Intensity Allocation
Presenter: David DeYoung, Planning Director

Mr. DeYoung will present a request for a Special Intensity Allocation to allow impervious surface limits up to 70% at the existing Caterpillar site on the south side of NC 42 East.

Suggested Action: Place on February 2, 2015 Agenda

- e. Unified Development Code Text Amendment – Modification to §155.705(O)
Presenter: David DeYoung, Planning Director

Mr. DeYoung will present information regarding modification to the Unified Development Code relating to certain subdivision procedures.

Suggested Action: Place on February 2, 2015 Agenda

- f. Amendment to Chapter 92 of the Code of Ordinances – 92.03(C)
Presenter: Tim Simpson, Public Works Director

On October 6, 2014, Ordinance No. 2014-10-04 was adopted and amended fees as well as dates that interments may take place and allowed for interments to take place on Sundays. Prior to Ordinance No. 2014-10-04, interments were not allowed on Sundays. This ordinance will amend the Clayton Code of Ordinances, Chapter 92.03(C) to reflect this change.

Suggested Action: Place on February 2, 2015 Agenda

- g. Urban Archery Regulations
Presenter: Steve Biggs, Town Manager

Mr. Biggs will present a draft ordinance that outlines suggested amendments to the Code of Ordinances. This draft ordinance will establish an Urban Archery Season for the legal harvesting of deer.

Suggested Action: Place on February 2, 2015 Agenda

6. ITEMS CONTINGENT FOR THE REGULAR MEETING

- a. Warranty and dedication acceptances of public water, sewer, and all easements, *unless otherwise noted*. Record drawings have been reviewed and accepted. Following acceptance, utilities subject to one year warranty period. Final inspection will be completed with all deficient items corrected by developer prior to final acceptance.

- Arbors at East Village
- Summerlyn Subdivision, The Meadows – *except greenways*.
- Creekside Commons

Suggested Action: Place on February 2, 2015 Consent Agenda

- b. **Special Events**
Presenter: Bruce Naegelen, Downtown Development Coordinator

Mr. Naegelen will provide additional details regarding the following events:

1. Run for the Rockets – March 7, 2015
2. Flag of Truce – April 11, 2015
3. AlzNC – Johnston County Walk – May 9, 2015
4. Heart Chase – May 16, 2015
5. A Soldier’s Walk Home – May 18, 2015

Suggested Action: Place on February 2, 2015 Consent Agenda

- c. **Peddler Ordinance & Licensing Procedure(s)**
Presenter: Steve Biggs, Town Manager

Mr. Biggs will present a draft ordinance that establishes process for the licensure of peddlers operating within the Town of Clayton.

Suggested Action: Place on February 2, 2015 Consent Agenda

7. ITEMS FOR DISCUSSION

8. OLD BUSINESS

- a. **Traffic Count/Observation Report – Athletic Club Blvd.**
Presenter: Steve Biggs, Town Manager

Mr. Biggs will provide update of traffic analysis recently conducted at Athletic Club Boulevard with regard to left turn entry at Riverwood Schools.

Suggested Action:

- b. **Purchase of ABC Plumbing Building located at 220 E. Main Street**
Presenter: Steve Biggs, Town Manager

Mr. Biggs will provide report on possible purchase of the old ABC Plumbing Building.

9. STAFF REPORTS

- a. **Town Manager**
- b. **Town Attorney**
- c. **Town Clerk**
 - **Calendar of Events**
- d. **Other Staff**

10. **OTHER BUSINESS**
 - a. **Informal Discussion & Public Comment**
 - b. **Council Comments**

11. **ADJOURNMENT**

MINUTES
Clayton Town Council
January 5, 2015

The first regular meeting of the Clayton Town Council for the month of January was held on Monday, January 5, 2015, at 6:30 p.m. at Town Hall, 111 East Second Street.

Present: Mayor Jody McLeod, Mayor Pro Tem Michael Grannis, Council Member Bob Satterfield, Council Member Jason Thompson and Council Member Art Holder

Absent: Council Member R.S. "Butch" Lawter

Staff Present: Steve Biggs; Town Manager, Nancy Medlin; Deputy Town Manager, Katherine Ross; Town Attorney, Stacy Beard; Public Information Officer, Tim Simpson; Public Works Director, Dale Medlin; Electric Systems Director, Tommy Roy; IT Technician and Kimberly Moffett; Town Clerk

1. CALL TO ORDER

The meeting was called to order at 6:37 p.m. and Mayor McLeod led the Pledge of Allegiance and offered an Invocation

2. ADJUSTMENT OF THE AGENDA

None

3. CONSENT AGENDA

(Items on the consent agenda are considered routine in nature or have been thoroughly discussed at previous meetings. Any member of the Council may request to have an item removed from the consent agenda for further discussion.)

- a. Draft minutes from the December 15, 2014 meeting
- b. Resolution 2015-001 instructing Town Clerk to investigate sufficiency of Annexation Petition 2014-12-01, FSC, IV, LLC Property, Non-Contiguous: 46.17 +/- acres
- c. Town to initiate annexation process for the following town owned properties:
 - River Park Property
 - Little Creek Church Property
- d. Warranty and Dedication Acceptances:
 - Stone Ridge Subdivision, Phase 2 - Asphalt Pavement – one year warranty

- Glen Laurel East, Phase 2B – FINAL acceptance for public water, sewer, associated storm drainage utilities and all related utility easements
 - RWAC Ravens Ridge, Phase 8A - Asphalt Pavement – five year warranty
- e. Resolution 2015-002 adopting Local Water Supply Plan (LWSP)

Action: Adopt Consent Agenda as presented

Motion: Council Member Thompson

Second: Council Member Holder

Vote: Unanimous

4. INTRODUCTIONS AND SPECIAL PRESENTATIONS

5. PUBLIC HEARINGS

- a. Public Hearing – PDD 2014-111 - ParkView Planned Development Rezoning to PDD-R

Mr. DeYoung stated it was the request of both the applicant and staff to table this Public Hearing until February 2, 2015.

Mayor McLeod opened the Public Hearing at 6:40 p.m.

Action: Motion to table Public Hearing until February 2, 2015

Motion; Mayor Pro Tem Grannis

Second: Council Member Art Holder

Vote: Unanimous

- b. Public Hearing - PSD 2014-112 - ParkView Planned Development Master Plan/Preliminary Subdivision Plat

Mr. DeYoung stated this was the companion piece to the above item and requested this item be tabled until February 2, 2015.

Mayor McLeod opened the Public Hearing at 6:41 p.m.

Action: Motion to table Public Hearing until February 2, 2015

Motion: Mayor Pro Tem Grannis

Second: Council Member Satterfield

Vote: Unanimous

- c. **Public Hearing – PSD 2014-113 – Plat approval – Lions Gate Phases 1A and 1B, located at south side of Amelia Church Road and east of Middleton Street**

Mayor McLeod requested anyone wishing to offer testimony to step forward and be sworn in by the Town Clerk. Oath was administered to David DeYoung, Donnie Adams and Fred Smith.

Mr. DeYoung provided background information regarding PSD 2014-113, LionsGate Phases 1A and 1B. The applicant is requesting approval of major subdivision plans allowing 32 single family units to be built on 6.89 acres.

The dimensions of lots are consistent with the standards previously approved as part of the master plan. Sidewalks will be placed on both sides of the street and will connect to the Clayton Community Center.

This project is consistent with the Strategic Growth Plan, Master Plan and the Unified Development Code.

The Planning Board and staff recommend approval.

At 6:46 p.m. Mayor McLeod opened floor to the council for questions. Hearing none, the floor was open to the public for comments.

Mr. Fred Smith addressed the council and thanked them for their time and stated all requirements relating to this project have been met. He further stated that Mr. Thad Avent, who is an appraiser, planned to attend the meeting; however he became ill and was unable to attend. Mr. Smith advised Mr. Avent had provided written correspondence to be shared with the Council.

Town Attorney Ross stated the council could receive this information, but it could not be considered competent evidence.

Mayor McLeod asked if anyone wished to speak in opposition. Hearing no opposition, the Public Hearing was closed at 6:48 p.m. and turned over to council for discussion.

Finding One

That the subdivision meets all required specifications of the Town Unified Development Ordinance.

Finding Two

That the subdivision will not be detrimental to the use or orderly development of other properties in the surrounding area and will not

violate the character of existing standards for development of properties in the surrounding area.

Finding Three

That the subdivision design will provide for the distribution of traffic in a manner that will avoid or mitigate congestion within the immediate area, will provide for the unified and orderly use of or extension of public infrastructure, and will not materially endanger the environment, public health, safety, or the general welfare; and

Finding Four

That the subdivision will not adversely affect the general plans for the orderly growth and development of the town and is consistent with the planning policies adopted by the Town Council.

Action: Approval of PSD 2014-113 based on Four Findings of Fact having been met

Motion: Council Member Thompson
Second: Council Member Holder
Vote: Unanimous

Action: Approval of PSD 2014-113 based on Satisfactory Compliance

Motion: Mayor Pro Tem Grannis
Second: Council Member Satterfield
Vote: Unanimous

6. OLD BUSINESS

a. Establishment of new classification for position of Parks Police Officer

Mr. Biggs offered a brief overview of this item, which was previously presented. No fiscal impact would be realized this year as this position would be funded utilizing budget from the over-hire position. All agreed this position will allow for community policing at its best.

Action: Approve position of Parks Police Officer

Motion: Council Member Satterfield
Second; Mayor Pro Tem Grannis

Vote: Unanimous

- b. **Review and action on proposed contract to purchase real property located at 220 E. Main Street**

Mr. Biggs provided background information on this item, which was previously presented and discussed at the December 15, 2014 town council meeting. Also provided was a copy of proposed contract for purchase of building located at 220 E. Main Street.

Mayor McLeod questioned whether Council wished to continue with this item this evening or hold conversation at a future date when all council members were present. It was decided to continue discussion.

Council Member Satterfield stated he gave much thought and consideration to this item. He believed moving forward with this item is the correct decision for the town.

Mayor Pro Tem Grannis discussed his feelings regarding successful private/public transactions that have taken place in other municipalities. He stated we need to look at this from an economic development view and feels we need to look at the downtown. He has concerns that should we not move forward, this building could come down and create a vacant lot. While it's possible someone would build, it is just as likely that someone would not. He states at the end of the day he needs to consider what is best for all residents. He would like to speak with residents who do not live or operate a business in the downtown area. At this time he is not prepared to vote on this item. He recommends this conversation be tabled for a later date.

Council member Holder stated he has some concerns regarding private/ public partnerships and further, we do not currently have a private partnership lined up.

Council Member Thompson echoed the feelings that currently we do have enough citizen input at this time to make a decision.

Action: Table this item for further discussion at the February 2, 2015 meeting

Motion: Mayor Pro Tem Grannis

Second: Council Member Thompson

Vote: Unanimous

- c. Discussion and instruction regarding consideration of in-town urban archery season for 2016

Mr. Biggs provided a background on this item which was previously discussed. State requires notification by April for the deadline of 2016 season. A discussion was held and council members stated they have not heard negative feedback regarding this issue.

Action: Approval to move forward with steps to allow for 2016 urban archery season

Motion: Mayor Pro Tem Grannis

Second: Council Member Holder

Vote: Unanimous

7. NEW BUSINESS

- a. Discussion of appointment to Johnston County Economic Development Advisory Board

Mayor McLeod has been a member of the Johnston County Economic Development Advisory Board for the past 12 years. He is requesting reappointment.

Action: Approval of Reappointment

Motion: Council Member Thompson

Second: Council Member Holder

Vote: Unanimous

8. STAFF REPORTS

- a. Town Manager
- b. Town Attorney
- c. Town Clerk
 - Calendar of Events
- d. Other Staff

9. OTHER BUSINESS

- a. Informal Discussion & Public Comment
- b. Council Comments

Council Member Thompson stated he felt it important that emphasis be placed on the issue and continuance of Parks Police Officer. Council members agreed the addition of this position is a good first step and feels the public will appreciate this.

10. ADJOURNMENT

With there being nothing further, the meeting was adjourned.

Action: Adjourn meeting at 7:12 p.m.

Motion: Council Member Holder

Second: Mayor Pro Tem Grannis

Vote: Unanimous

Duly adopted this 20th day of January, 2015 while in regular session.

**Jody McLeod
Mayor**

ATTEST:

**Kimberly Moffett, CMC
Town Clerk**

**ANNEXATION PETITION 2014-12-01
FSC IV, LLC Property
Portion of Parcel 1610327
Owner: FSC IV, LLC
Non-Contiguous, 46.17 +/- acres**

CERTIFICATE OF SUFFICIENCY

To the Town Council of the Town of Clayton, North Carolina:

I, Kimberly Moffett, Town Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Clayton, this 20th day of January, 2015.

**Kimberly A Moffett, CMC
Town Clerk**

**ANNEXATION PETITION 2014-12-01
FSC IV, LLC Property
Portion of Parcel 16I03027
Owner: FSC IV, LLC
Non-Contiguous; 46.17 +/- acres**

**TOWN OF CLAYTON
RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G. S.160A-58.2**

WHEREAS, a petition requesting annexation of the non-contiguous area described herein has been received; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Clayton, North Carolina that:

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held at Town Hall at 6:30 PM on Monday, February 2, 2015.

Section 2. The area proposed for annexation is described as the following:
Legal Description for FSC IV, LLC Property: Lying and being in Wilders Township, Johnston County, North Carolina and being more particularly described as follows:

Beginning at an iron pipe set on the bank of the Neuse River, said iron pipe being the place and point of beginning; Thence leaving the Neuse River N 86 degrees 00 minutes 59 seconds E 2610.63 feet to an existing iron pipe; Thence S 36 degrees 57 minutes 56 seconds E 97.19 feet to an iron pipe set; Thence S 54 degrees 36 minutes 38 seconds E 307.00 feet to an existing re-bar; Thence S 34 degrees 35 minutes 52 seconds E 291.39 feet to a point; Thence S 71 degrees 10 minutes 26 seconds W 125.21 feet to a point; Thence S 70 degrees 07 minutes 04 seconds W 52.60 feet to a point; Thence S 56 degrees 40 minutes 15 seconds W 45.60 feet to a point; Thence S 40 degrees 19 minutes 21 seconds W 54.96 feet to a point; Thence S 36 degrees 57 minutes 45 seconds W 72.45 feet to a point; Thence S 40 degrees 05 minutes 37 seconds W 69.88 feet to a point; Thence S 48

degrees 53 minutes 22 seconds W 72.83 feet to a point; Thence S 57 degrees 12 minutes 19 seconds W 67.05 feet to a point; Thence S 59 degrees 11 minutes 28 seconds W 171.00 feet to a point; Thence S 62 degrees 27 minutes 16 seconds W 70.18 feet to a point; Thence S 71 degrees 17 minutes 18 seconds W 72.83 feet to a point; Thence S 81 degrees 13 minutes 16 seconds W 86.45 feet to a point; Thence S 89 degrees 43 minutes 43 seconds W 50.00 feet to a point; Thence N 81 degrees 03 minutes 54 seconds W 97.62 feet to a point; Thence N 70 degrees 36 minutes 31 seconds W 70.59 feet to a point; Thence N 66 degrees 57 minutes 41 seconds W 128.62 feet to a point; Thence S 44 degrees 52 minutes 53 seconds W 69.04 feet to a point; Thence N 79 degrees 58 minutes 49 seconds W 44.28 feet to a point; Thence N 46 degrees 36 minutes 00 seconds W 56.60 feet to a point; Thence N 74 degrees 19 minutes 47 seconds W 26.18 feet to a point; Thence S 86 degrees 15 minutes 02 seconds W 27.03 feet to a point; Thence S 59 degrees 45 minutes 32 seconds W 61.42 feet to a point; Thence S 75 degrees 13 minutes 12 seconds W 57.17 feet to a point; Thence N 86 degrees 14 minutes 32 seconds W 89.70 feet to a point; Thence N 74 degrees 03 minutes 50 seconds W 32.19 feet to a point; Thence N 65 degrees 15 minutes 41 seconds W 27.71 feet to a point; Thence N 59 degrees 23 minutes 35 seconds W 82.25 feet to a point; Thence N 73 degrees 58 minutes 10 seconds W 36.81 feet to a point; Thence N 59 degrees 43 minutes 07 seconds W 39.45 feet to a point; Thence N 87 degrees 24 minutes 05 seconds W 109.21 feet to a point; Thence S 04 degrees 14 minutes 21 seconds W 46.23 feet to a point; Thence S 36 degrees 43 minutes 14 seconds W 23.11 feet to a point; Thence S 67 degrees 46 minutes 52 seconds W 14.49 feet to a point; Thence S 73 degrees 12 minutes 41 seconds W 31.13 feet to a point; Thence N 70 degrees 57 minutes 12 seconds W 32.72 feet to a point; Thence N 52 degrees 13 minutes 23 seconds W 34.86 feet to a point; Thence N 45 degrees 31 minutes 37 seconds W 32.85 feet to a point; Thence N 70 degrees 51 minutes 33 seconds W 25.77 feet to a point; Thence N 89 degrees 10 minutes 13 seconds W 48.94 feet to a point; Thence S 31 degrees 52 minutes 54 seconds W 37.23 feet to a point; Thence S 52 degrees 26 minutes 54 seconds W 27.66 feet to a point; Thence S 80 degrees 17 minutes 46 seconds W 14.18 feet to a point; Thence N 34 degrees 02 minutes 08 seconds W 351.86 feet to an existing iron pipe in concrete; Thence N 85 degrees 02 minutes 08 seconds W 762.40 feet to an iron pipe set on the bank of the Neuse River; Thence with the bank of the Neuse River N 05 degrees 54 minutes 12 seconds W 106.66 feet to an iron pipe set; Thence N 03 degrees 24 minutes 36 seconds W 244.51 feet to the place and point of beginning and containing 46.17 acres more or less.

Section 3. Notice of the public hearing shall be published once in the Clayton News-Star, a newspaper having general circulation in the Town of Clayton, at least ten days prior to the date of the public hearing.

Duly adopted this 20th day of January 2015 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC
Town Clerk

ANNEXATION PETITION 2015-2 (2015-01-01)
Little Creek Church Rd Property
Parcel 05H04046H
Owners: Town of Clayton
Non-Contiguous; 67.14 acres

**TOWN OF CLAYTON
RESOLUTION STATING THE INTENT OF
THE TOWN OF CLAYTON TO ANNEX PROPERTY OWNED BY
THE TOWN OF CLAYTON WHICH IS NOT CONTIGUOUS TO
THE EXISTING MUNICIPAL BOUNDARIES**

BE IT RESOLVED by the Clayton Town Council of the Town of Clayton that:

Section 1. It is the intent of the Clayton Town Council, pursuant to G.S. 160A-58.7, to annex the property described in Section 2, which is owned by the Town of Clayton.

Section 2. The legal description of the property, as found in deed book 4490, page 198, located at the Johnston County Register of Deeds, is as follows:

Being all of that 67.137 – acre tract of land as shown on that Plat Book 80, Page 89, Johnston County Registry, and being the same property described in that deed recorded in Book 4466, Page 324, Johnston County Registry.

Section 3. The property described in Section 2 is not contiguous to the current municipal boundaries, but will meet the requirements of G.S. 160A-58.1(b).

Section 4. A public hearing on the question of annexation of the non-contiguous area described herein will be held at Town Hall at 6:30 PM on Monday, February 2, 2015.

Section 5. Notice of the public hearing shall be published once in the Clayton News-Star, a newspaper having general circulation in the Town of Clayton, at least 10 days prior to the date of the public hearing.

Duly adopted this 20th day of January 2015 while in regular session.

Jody L. McLeod
Mayor

ATTEST:

Kimberly A. Moffett, CMC
Town Clerk

TO: Town of Clayton

FROM: Ken Anderson, CPA

DATE: January 20, 2015

RE: Available Fund Balances, Tax Collection Percentages and Other Audit Information

Fund Balance information as follows:

	<u>Unrestricted General</u>	<u>General</u>	<u>Water and Sewer</u>	<u>Electric</u>
Year End June 30, 2014 31% - General	\$ 5,953,914	8,474,713	33,236,732	9,689,326
Year End June 30, 2013 41% - General	6,638,401	8,495,393	30,693,506	9,734,766
Year End June 30, 2012 39% - General	5,819,331	8,444,832	27,790,051	9,724,160
Year End June 30, 2011 32% - General	4,868,682	7,652,348	25,623,718	9,553,234
Year End June 30, 2010 24% - General	3,772,191	7,764,055	23,230,538	9,441,667
Year End June 30, 2009 37% - General	5,737,562	7,964,423	23,645,010	9,231,180

Property tax collection percentages are as follows:

	<u>Overall</u>	<u>Excluding Vehicle</u>	<u>Vehicle</u>
Year End June 30, 2014	99.69%	99.87%	98.17%
Year End June 30, 2013	98.88%	99.70%	89.42%
Year End June 30, 2012	98.62%	99.34%	89.85%
Year End June 30, 2011	98.53%	99.22%	90.27%
Year End June 30, 2010	98.85%	99.47%	91.13%
Year End June 30, 2009	98.96%	99.72%	90.47%

TOWN OF CLAYTON, NC
AUDIT REPORT COMMENTS
JUNE 30, 2014

AUDIT REPORT

1. PAGE 1 **INDEPENDENT AUDITOR'S REPORT**
The Town received an unmodified opinion on their June 30, 2014
Financial Statements = GOOD REPORT

2. PAGE 19 **EXPENDITURES OVER REVENUES - GENERAL FUND**
Current Year Expenditures exceeded Revenues by \$8,914.

3. PAGE 23 **CHANGE IN FUND BALANCE - WATER & SEWER FUND**
Current Year Revenues exceeded Expenditures by \$2,543,226.

4. PAGE 23 **CHANGE IN FUND BALANCE – ELECTRIC FUND**
Current Year Expenditures exceeded Revenues by \$45,440.

5. PAGE 48 **CHANGES IN LONG TERM LIABILITIES – DEBT**
Governmental Activities Debt decreased from \$23,490,678 to
\$22,000,147 or a current year decrease of \$1,490,531.

Business Type Activities Debt decreased from \$9,243,490 to
\$8,417,835 or a current year decrease of \$825,655.

THE TOWN WAS SUBJECT TO A COMPLAINT TYPE AUDIT FOR THE YEAR. THE
TIP PROJECT – EAST FRONT STREET EXTENSION EXPENDITURES WITHIN THE
GENERAL FUND. AUDIT UNQUALIFIED WITH NO FINDINGS AND QUESTIONED
COSTS.

THE TOWN HAD NO BUDGET OVER-EXPENDITURES DURING THE YEAR

THE TOWN AUDIT REPORT WAS SUBMITTED TO THE LOCAL GOVERNMENT
COMMISSION OCTOBER 24, 2014 AND WAS ACCEPTED.



FISCAL YEAR ENDED JUNE 30, 2014

KEY GROWTH RATES & POLICY COMPLIANCE

KEY GROWTH RATES – GENERAL FUND

Sales Tax Revenue; Property Tax Revenue; Assessed Value

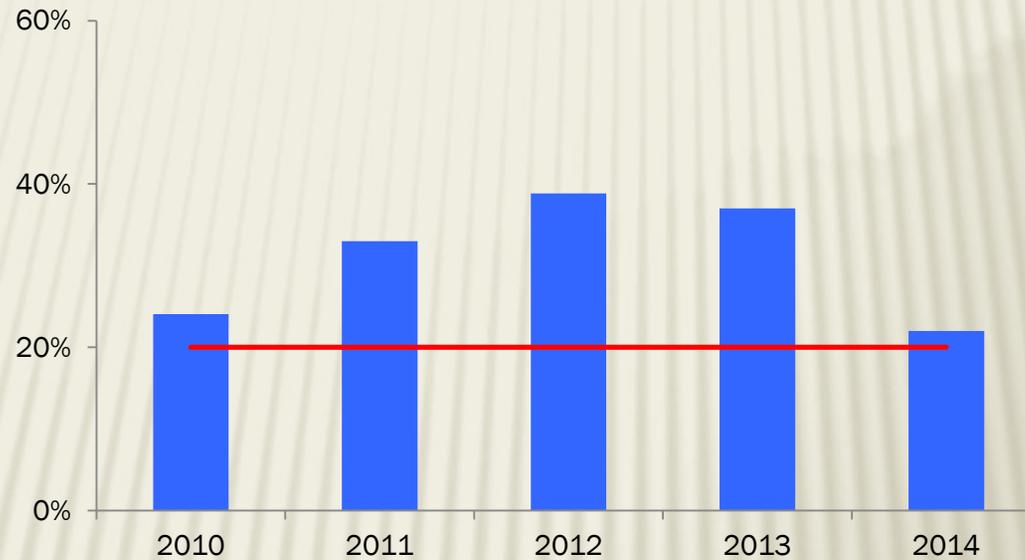
Fiscal Year	Sales Tax Revenue	Growth
2010	2,307,722	
2011	2,403,131	4.1%
2012	2,531,400	5.3%
2013	2,594,116	2.5%
2014	2,690,464	3.7%
Total Growth		16.6%
Avg. Annual Growth		3.3%

Fiscal Year	Property Tax Revenue	Growth
2010	7,306,114	
2011	7,244,251	-0.8%
2012	7,931,632	9.5%
2013	7,984,694	0.7%
2014	8,587,613	7.6%
Total Growth		17.5%
Avg. Annual Growth		3.5%

Fiscal Year	Total Assessed Value	Growth
2010	1,370,528,410	
2011	1,344,521,493	-1.9%
2012	1,504,446,886	11.9%
2013	1,550,639,465	3.1%
2014	1,651,386,248	6.5%
Total Growth		20.5%
Avg. Annual Growth		4.1%

FUND BALANCE RATIO – GENERAL FUND

Unassigned Fund Balance as a Percentage of Net Expenditures



2014 = 22%, Policy = 20%, Expectation = Min. of 30%

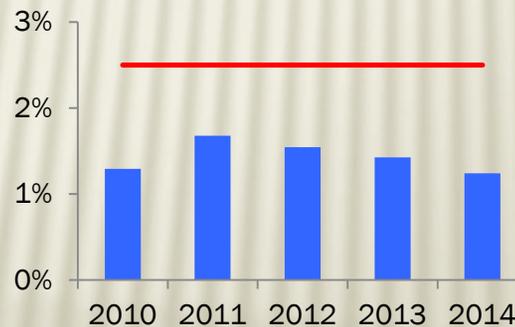
DEBT RATIOS - GENERAL FUND

Debt Service Compared to Total Governmental Expenditures Less Capital Outlay



2014 = 14.6%, Policy = 15%, Expectation = Max. of 13%

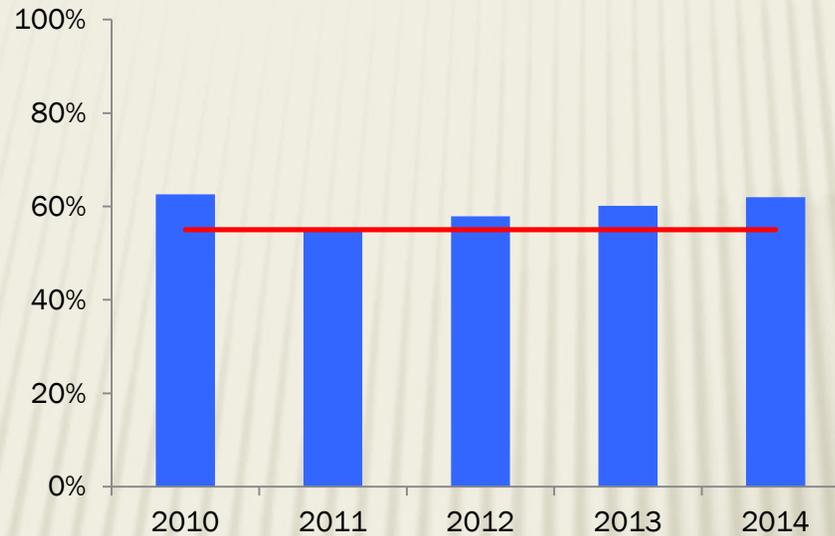
Debt as a Percentage of Assessed Value



2014 = 1.2%, Policy = 2.5%

DEBT RATIOS - GENERAL FUND

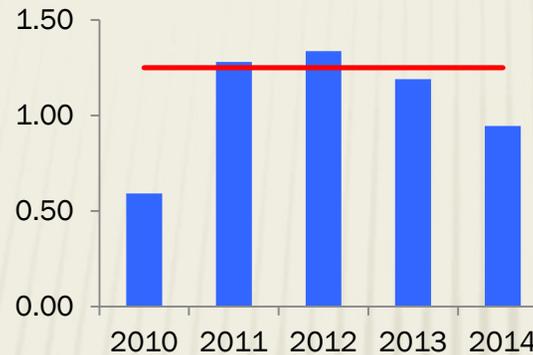
10-YEAR PAYOUT RATIO



2014 = 62%, Policy = 55%

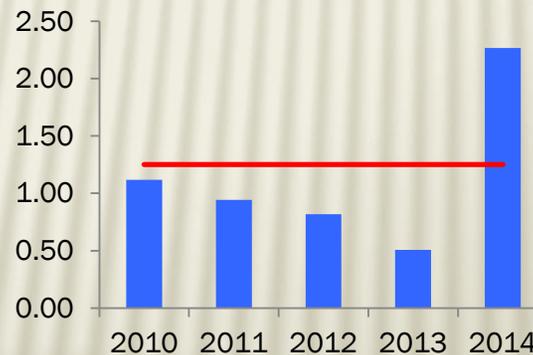
DEBT SERVICE COVERAGE RATIO - ENTERPRISE FUNDS

Water & Sewer Fund



2014 = 0.95, Policy = 1.25, Expectation = Min. of 1.50

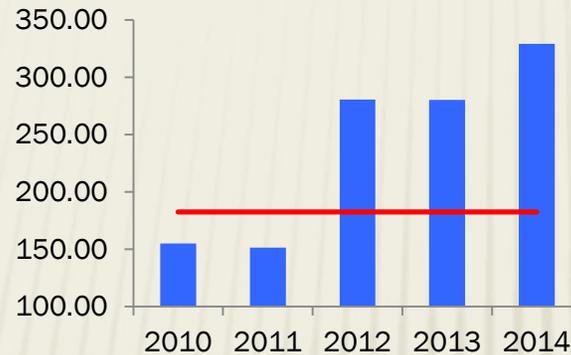
Electric Fund



2014 = 2.27, Policy = 1.25, Expectation = Min. of 1.50

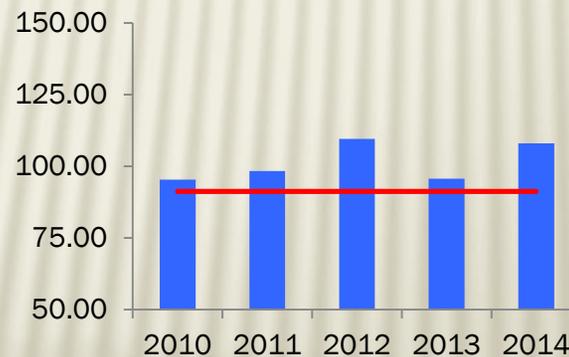
OPERATING DAYS CASH ON HAND - ENTERPRISE FUNDS

Water & Sewer Fund



2014 = 329.23, Policy = 182.50, Expectation = Min. of 200.75

Electric Fund



2014 = 108.0, Policy = 91.25, Expectation = Min. of 98.55

The policy benchmarks for the Enterprise Funds are financial indicators to evaluate future performance and financial condition.

QUESTIONS





Town of Clayton
 Planning Department
 111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-5002
 Fax: 919-553-1720

PETITION FOR VOLUNTARY ANNEXATION

VOLUNTARY ANNEXATION: Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes 160A-31 and 160A-58.1.

Applications are due by 5pm on the first working day of each month.

Request Information

Non
 Contiguous Annexation

Non-Contiguous Annexation

The following items must accompany an annexation petition:

To be completed by the applicant:	Included?	
	Yes	No
1. Petition for Annexation with original signatures	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. A boundary plat of the area to be annexed meeting requirements of the Plat Checklist (included in this application packet).	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Legal Description (metes and bounds)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PROCESS:

Review by Staff: The Planning, Engineering and Public Works Departments review the annexation submission. Comments will be sent to the applicant.

Annexation Plat Submission: After the map and legal description are deemed sufficient by the Town, the applicant is required to submit two (2) Mylar annexation plats to the Planning Department.

Town Council Meeting: The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

Legal Advertisement: A legal advertisement will be published no more than 25 days and no less than 10 days prior to the date of the public hearing.

Public Hearing/Town Council Meeting: The Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Clayton.

Recordation: If the annexation is approved by the Town Council, the Annexation Plats shall be recorded at the appropriate county Register of Deeds.

Petition for Voluntary Annexation Application – Property Information

COMPLETE IF A LIMITED LIABILITY COMPANY:

Submittal Date: 12-1-14

Petition No.: 2014-12-01

To the Town Council of the Town of Clayton, North Carolina:

1. I/We the undersigned owner(s)* of real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Clayton, North Carolina.

*If the owner of real property is a corporation or religious entity, attach a copy of the articles of incorporation describing who is/are authorized to sign with the petition.

2. The area to be annexed is 100% contiguous, 0 non-contiguous to the Town of Clayton, North Carolina and the boundaries of such territory are as provided in the boundary plat attached hereto.

3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

4. Attached is a statement of the schedule for full development of the property to be annexed, which includes the type, number, and estimated value of planned improvements, if applicable.

Total acreage to be annexed:	<u>46.17 Acres</u>
Existing housing units:	<u>0</u>
Population of acreage to be annexed:	<u>0</u>
Existing Zoning District*:	<u>R-8</u>
Proposed Town Zoning District*:	<u>Town of Clayton</u>
Reason for petitioner to annex:	<u>Receive Town Services</u>
	<input checked="" type="checkbox"/> Other (please specify): <u>Required per zoning & master plan approval</u>

5. I/We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. I/We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

In witness whereof, FSC IV, LLC a limited liability company, caused this instrument to be executed in its name by a member/manager pursuant to authority duly given, this 17th day of Nov, 2014.

Name of Limited Liability Company: FSC IV, LLC
By: [Signature]
Signature of Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

Sworn and subscribed before me, Susan V. Jones, a Notary Public for the above State and County, this 17th day of November, 2014.



[Signature]
Notary Public

My Commission Expires: 03/14/15

SEAL

Voluntary Annexation Plat Checklist

#	Required Plat Items
1.	Fully dimensioned by metes and bounds, and the location of intersecting boundary lines of the existing town limits, labeled and distinctly marked. Include full right-of-way if the area on both sides is or will be in the corporate limits.
2.	Any utility easements with metes and bounds.
3.	Accurate locations and descriptions of all monuments, markers and control points.
4.	Ultimate right-of-way widths on all streets.
5.	Entitle "ANNEXATION MAP FOR THE TOWN OF CLAYTON" OR "SATELLITE ANNEXATION MAP FOR THE TOWN OF CLAYTON," as appropriate.
6.	Name of property owner(s).
7.	Name, seal, and registration of Professionally Licensed Surveyor (PLS).
8.	Date of the survey and map preparation; a north arrow indicating whether the index is true magnetic North Carolina grid (NAD 83 of NAD 27) or deed; graphic scale; and declination.
9.	Names of the township, county, and state.
10.	A detailed vicinity map.
11.	Include address of property if assigned.
12.	Show all contiguous or non-contiguous town limits.
13.	<p>The following certification must be placed on the map near a border to allow the map to be sealed:</p> <p>Annexation # _____</p> <p>I, David DeYoung, AICP, Planning Director, Clayton, North Carolina certify this is a true and exact map of annexation adopted the _____ day of _____, _____, by the Town Council. I set my hand and seal to the Town of Clayton, _____.</p> <p>Day/Month/Year</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">David DeYoung AICP</p>
14.	Leave 2 inch by 2 inch space for the county Register of Deeds stamp on the plat. All final plats must be stamped and signed before they can be accepted by the Town.



Area to be Annexed
46.17 Acres

Legend

-  Clayton Town Limits
-  Clayton ETJ
-  Parcels
-  Area to be Annexed

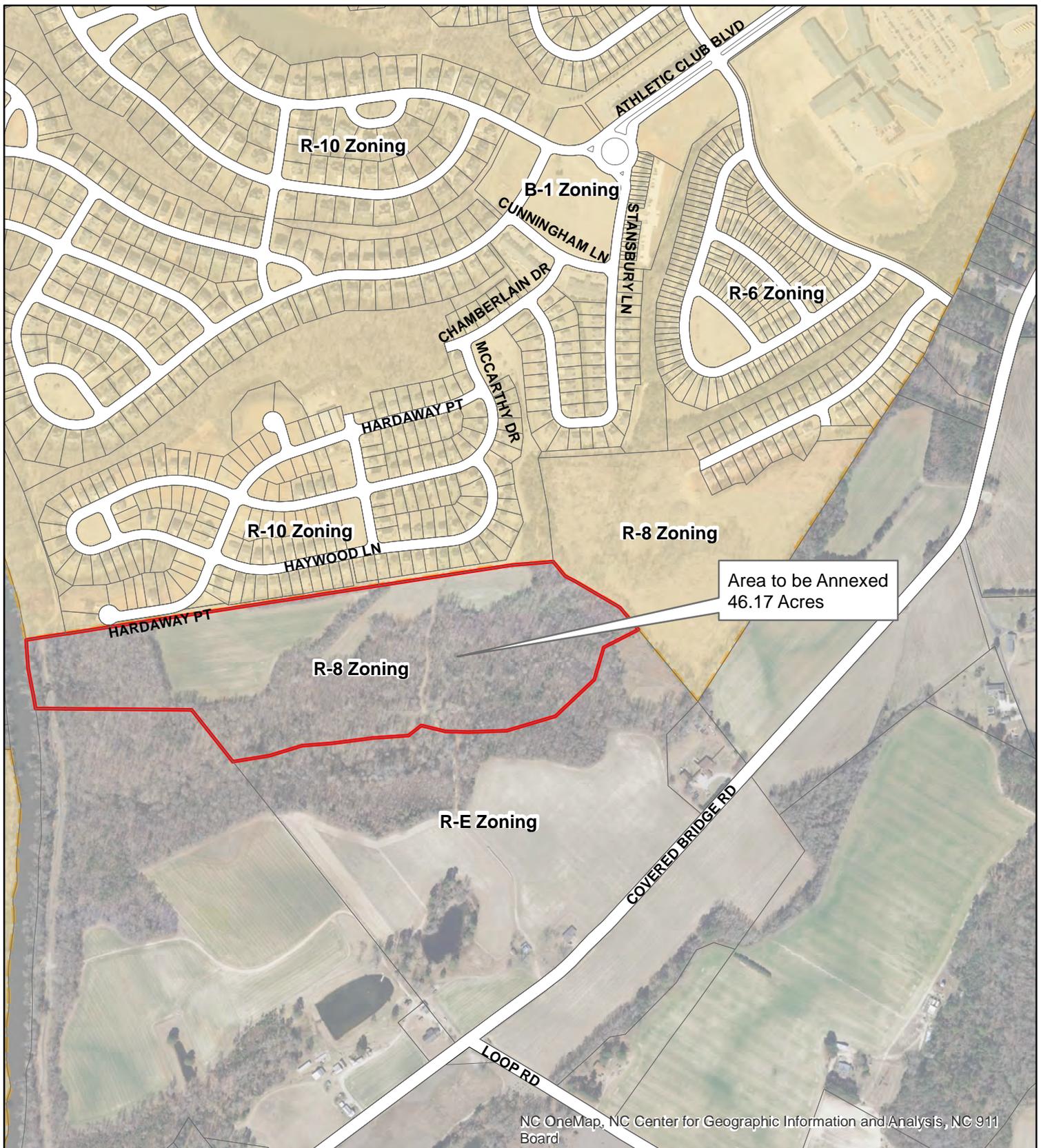
Annexation Map

Applicant(s): FSC IV LLC
 Property Owner(s): FSC IV LLC
 Parcel Number(s) Portion of 16I03027
 File Number(s): Annex 2014-12-01



1 inch = 650 feet





NC OneMap, NC Center for Geographic Information and Analysis, NC 911 Board

Legend

-  Clayton Town Limits
-  Clayton ETJ
-  Parcels
-  Area to be Annexed

Annexation Map

Applicant(s): FSC IV LLC
 Property Owner(s): FSC IV LLC
 Parcel Number(s) Portion of 16I03027
 File Number(s): Annex 2014-12-01



1 inch = 650 feet



STATE OF NORTH CAROLINA COUNTY _____

Filed for Registration at _____ M. _____ in the _____

Register of Deeds Office

Recorded in Book _____ Page _____

BY _____

REGISTER OF DEEDS

STATE OF NORTH CAROLINA COUNTY _____

Review Officer of _____ County,

certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

REVIEW OFFICER _____

DATE: _____

STATE OF NORTH CAROLINA COUNTY Johnston

Thomas M. Hall certify that this plat was drawn under my supervision from an actual survey made under my supervision or deed description recorded in Book _____ page _____ that the boundaries not surveyed are clearly indicated as drawn from information found in book _____ page _____ that the ratio of precision as calculated is 1:15,000; that this plat was prepared in accordance with G.S. 47-30 as amended.

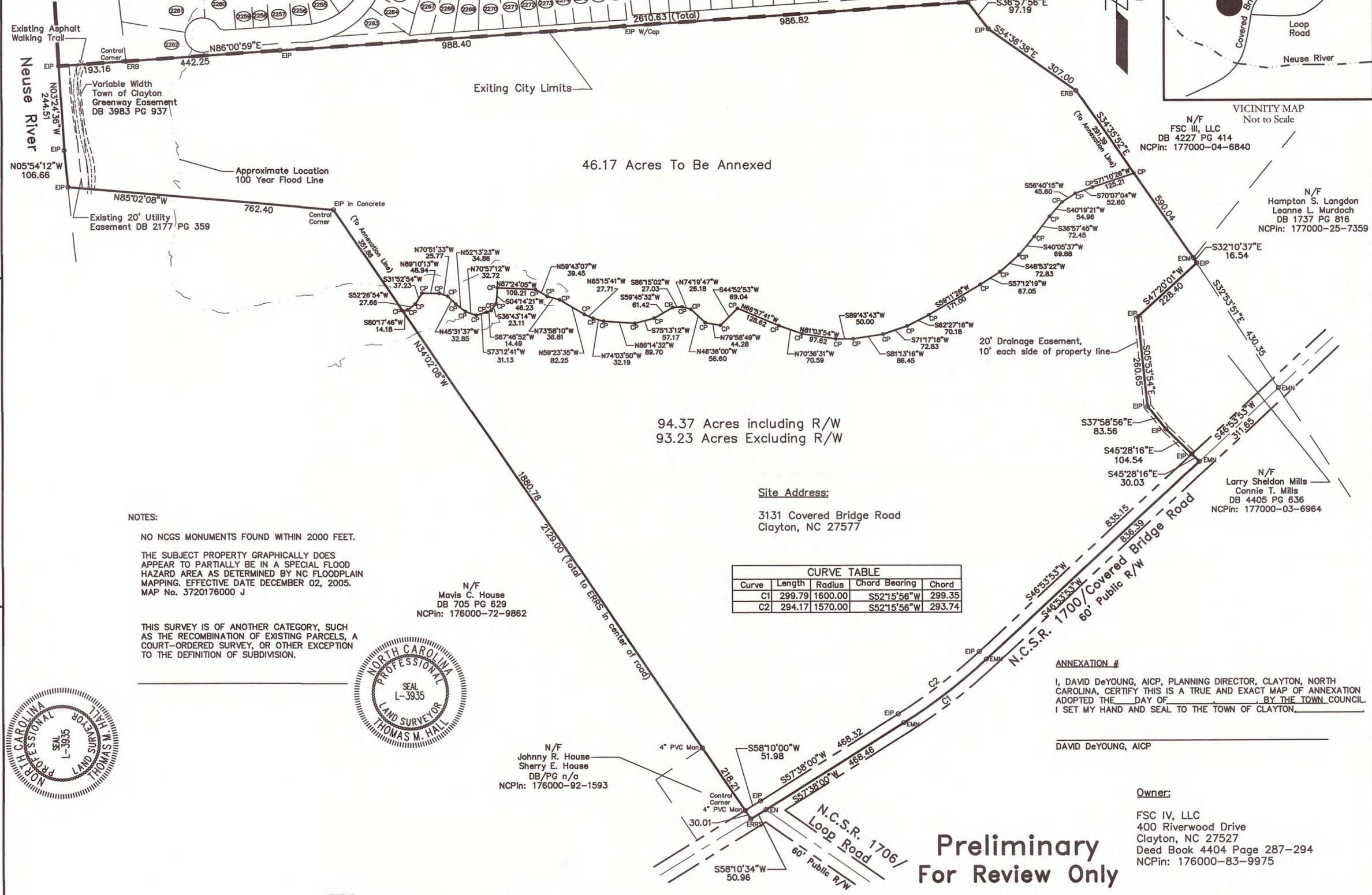
Witness my original signature, registration number and seal this 13th day of NOV. A.D., 2014.

L-3935 Reg. #

Land Surveyor

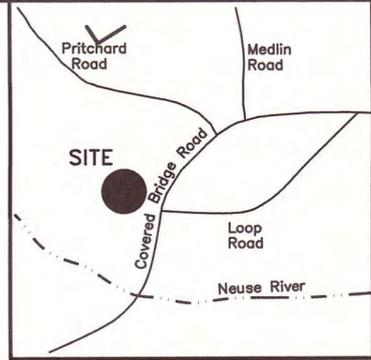
SURVEYOR'S STATEMENT TO WHOM IT MAY CONCERN:

THIS PLAT IS A CORRECT REPRESENTATION OF LAND SURVEYED; HOWEVER A NORTH CAROLINA LICENSED ATTORNEY SHOULD BE CONSULTED CONCERNING CORRECT OWNERSHIP, WIDTH AND LOCATION OF EASEMENTS, ANY CEMETERIES OR FAMILY BURIAL GROUNDS NOT SHOWN ON RECORDED MAPS OR DEEDS MADE AVAILABLE TO THIS SURVEYOR BY THE RECENT OWNERS AT THE TIME OF THIS SURVEY AND OTHER TITLE QUESTIONS REVEALED BY TITLE EXAMINATION. NO RESPONSIBILITY OF ANY NATURE IS ASSUMED BY THIS SURVEYOR FOR ANY CONDITIONS WHICH MAY PRESENTLY EXIST BUT ARE UNKNOWN, SUCH AS: CEMETERIES, FAMILY BURIAL GROUNDS, TOXIC OR HAZARDOUS WASTE MATERIAL, WETLANDS, AND OR FLOOD AREA, ETC.



REFERENCE:
 -PB 57 PG 101
 PB 57 PG 123
 PB 67 PG 79
 PB 69 PG 334,335
 -DB 3710 PG 551
 DB 1173 PG 6
 DB 705 PG 629

Plat North
 Book 67 Page 79



N/F
 FSC III, LLC
 DB 4227 PG 414
 NCPin: 177000-04-6840

N/F
 Hampton S. Langdon
 Leanne L. Murdoch
 DB 1737 PG 816
 NCPin: 177000-25-7359

N/F
 Larry Sheldon Mills
 Connie T. Mills
 DB 4405 PG 636
 NCPin: 177000-03-6964

46.17 Acres To Be Annexed

94.37 Acres including R/W
 93.23 Acres Excluding R/W

Site Address:
 3131 Covered Bridge Road
 Clayton, NC 27577

Curve	Length	Radius	Chord Bearing	Chord
C1	299.79	1600.00	S52°15'56"W	299.35
C2	294.17	1570.00	S52°15'56"W	293.74

NOTES:

NO NCGS MONUMENTS FOUND WITHIN 2000 FEET.

THE SUBJECT PROPERTY GRAPHICALLY DOES APPEAR TO PARTIALLY BE IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY NC FLOODPLAIN MAPPING, EFFECTIVE DATE DECEMBER 02, 2005. MAP No. 3720176000 J

N/F
 Mavis C. House
 DB 705 PG 629
 NCPin: 176000-72-9862

THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.



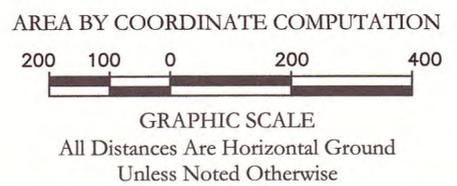
N/F
 Johnny R. House
 Sherry E. House
 DB/PG n/a
 NCPin: 176000-92-1593

ANNEXATION #
 I, DAVID DeYOUNG, AICP, PLANNING DIRECTOR, CLAYTON, NORTH CAROLINA, CERTIFY THIS IS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE _____ DAY OF _____ BY THE TOWN COUNCIL. I SET MY HAND AND SEAL TO THE TOWN OF CLAYTON, _____

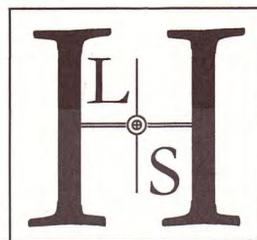
DAVID DeYOUNG, AICP

Owner:
 FSC IV, LLC
 400 Riverwood Drive
 Clayton, NC 27527
 Deed Book 4404 Page 287-294
 NCPin: 176000-83-9975

**Preliminary
 For Review Only**



LEGEND:
 EIP = EXISTING IRON PIPE
 IPS = IRON PIPE SET
 CC = CONTROL CORNER
 ECS = EXISTING COTTON SPINDLE
 EIS = EXISTING IRON STAKE
 EPK = EXISTING PK NAIL
 ERB = EXISTING REBAR
 EMN = EXISTING MAG NAIL
 MNS = MAG NAIL SET
 EN = EXISTING NAIL
 ERRS = EXISTING RAILROAD SPIKE
 ECM = EXISTING CONCRETE MONUMENT
 CP = CALCULATED POINT



Hall Land Surveying, Inc.

1899 Steven's Chapel Road
 Smithfield, NC 27577
 (919) 868-8132

C-3441

Annexation Map For The Town Of Clayton

FSC IV, LLC Property

TOWNSHIP	Wilders	COUNTY	Johnston	STATE	NC
SURVEYED BY	DRC	DRAWN BY	TMH		
DATE	11/13/14	SCALE	1"=200'	DRAWING NO.	HLS14-0073

Lying and being in Wilders Township, Johnston County, North Carolina and being more particularly described as follows:

Beginning at an iron pipe set on the bank of the Neuse River, said iron pipe being the place and point of beginning;

Thence leaving the Neuse River N86-00-59E 2610.63 feet to an existing iron pipe;

Thence S36-57-56E 97.19 feet to an iron pipe set;

Thence S54-36-38E 307.00 feet to an existing re-bar;

Thence S34-35-52E 291.39 feet to a point;

Thence S71-10-26W 125.21 feet to a point;

Thence S70-07-04W 52.60 feet to a point;

Thence S56-40-15W 45.60 feet to a point;

Thence S40-19-21W 54.96 feet to a point;

Thence S36-57-45W 72.45 feet to a point;

Thence S40-05-37W 69.88 feet to a point;

Thence S48-53-22W 72.83 feet to a point;

Thence S57-12-19W 67.05 feet to a point;

Thence S59-11-28W 171.00 feet to a point;

Thence S62-27-16W 70.18 feet to a point;

Thence S71-17-18W 72.83 feet to a point;

Thence S81-13-16W 86.45 feet to a point;

Thence S89-43-43W 50.00 feet to a point;

Thence N81-03-54W 97.62 feet to a point;

Thence N70-36-31W 70.59 feet to a point;

Thence N66-57-41W 128.62 feet to a point;

Thence S44-52-53W 69.04 feet to a point;

Thence N79-58-49W 44.28 feet to a point;

Thence N46-36-00W 56.60 feet to a point;

Thence N74-19-47W 26.18 feet to a point;

Thence S86-15-02W 27.03 feet to a point;

Thence S59-45-32W 61.42 feet to a point;

Thence S75-13-12W 57.17 feet to a point;

Thence N86-14-32W 89.70 feet to a point;

Thence N74-03-50W 32.19 feet to a point;

Thence N65-15-41W 27.71 feet to a point;

Thence N59-23-35W 82.25 feet to a point;

Thence N73-58-10W 36.81 feet to a point;

Thence N59-43-07W 39.45 feet to a point;

Thence N87-24-05W 109.21 feet to a point;

Thence S04-14-21W 46.23 feet to a point;

Thence S36-43-14W 23.11 feet to a point;

Thence S67-46-52W 14.49 feet to a point;

Thence S73-12-41W 31.13 feet to a point;

Thence N70-57-12W 32.72 feet to a point;

Thence N52-13-23W 34.86 feet to a point;

Thence N45-31-37W 32.85 feet to a point;
Thence N70-51-33W 25.77 feet to a point;
Thence N89-10-13W 48.94 feet to a point;
Thence S31-52-54W 37.23 feet to a point;
Thence S52-26-54W 27.66 feet to a point;
Thence S80-17-46W 14.18 feet to a point;
Thence N34-02-08W 351.86 feet to an existing iron pipe in concrete;
Thence N85-02-08W 762.40 feet to an iron pipe set on the bank of the Neuse River;
Thence with the bank of the Neuse River N05-54-12W 106.66 feet to an iron pipe set;
Thence N03-24-36W 244.51 feet to the place and point of beginning and containing
46.17 acres more or less.

**ANNEXATION PETITION 2014-12-01
FSC IV, LLC Property
Portion of Parcel 16I03027
Owner: FSC IV, LLC
Non-Contiguous; 46.17 +/- acres**

**TOWN OF CLAYTON
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-58.1**

WHEREAS, a petition requesting annexation of an area described in said petition was received on December 1, 2014, by the Town of Clayton; and

WHEREAS, G.S. 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Clayton deems it advisable to proceed in response to this request for annexation:

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Clayton that:

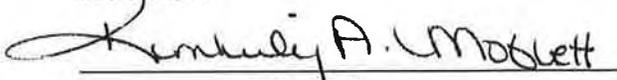
The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Town Council the results of her investigation.

Duly adopted this 5th day of January 2015, while in regular session.



Jody L. McLeod,
Mayor

ATTEST:



Kimberly A. Moffett, CMC
Town Clerk



Legend

-  Clayton Town Limits
-  Clayton ETJ
-  Parcels
-  Area to be Annexed

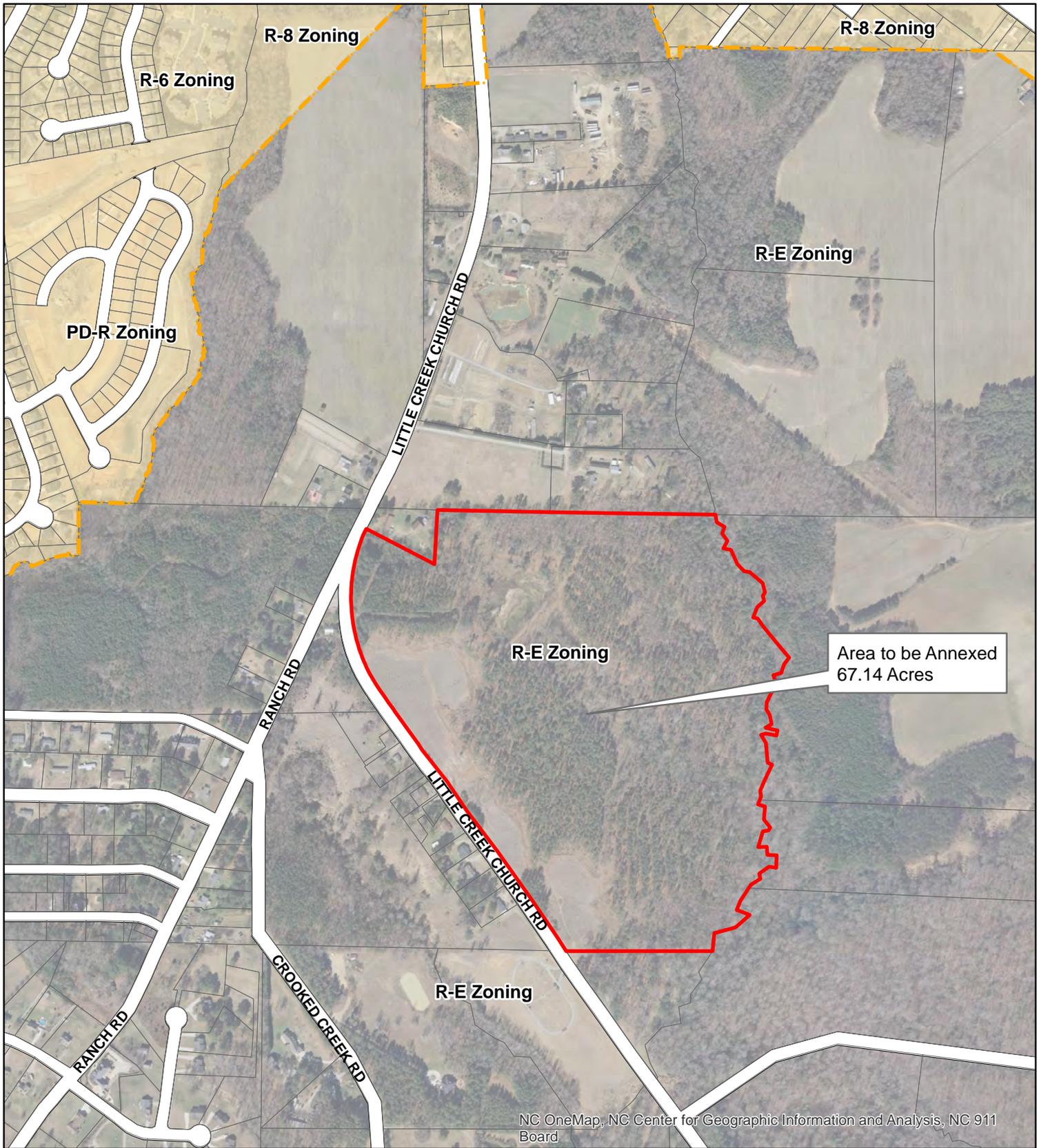
Annexation Map

Applicant(s): Town of Clayton
 Property Owner(s): Town of Clayton
 Parcel Number(s) 05H04046H
 File Number(s): Annex 2015-2 (2015-01-01)



1 inch = 600 feet





NC OneMap, NC Center for Geographic Information and Analysis, NC 911 Board

Legend

-  Clayton Town Limits
-  Clayton ETJ
-  Parcels
-  Area to be Annexed

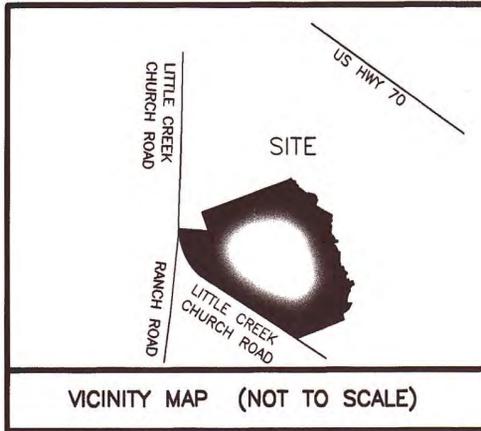
Annexation Map

Applicant(s): Town of Clayton
 Property Owner(s): Town of Clayton
 Parcel Number(s) 05H04046H
 File Number(s): Annex 2015-2 (2015-01-01)



1 inch = 600 feet

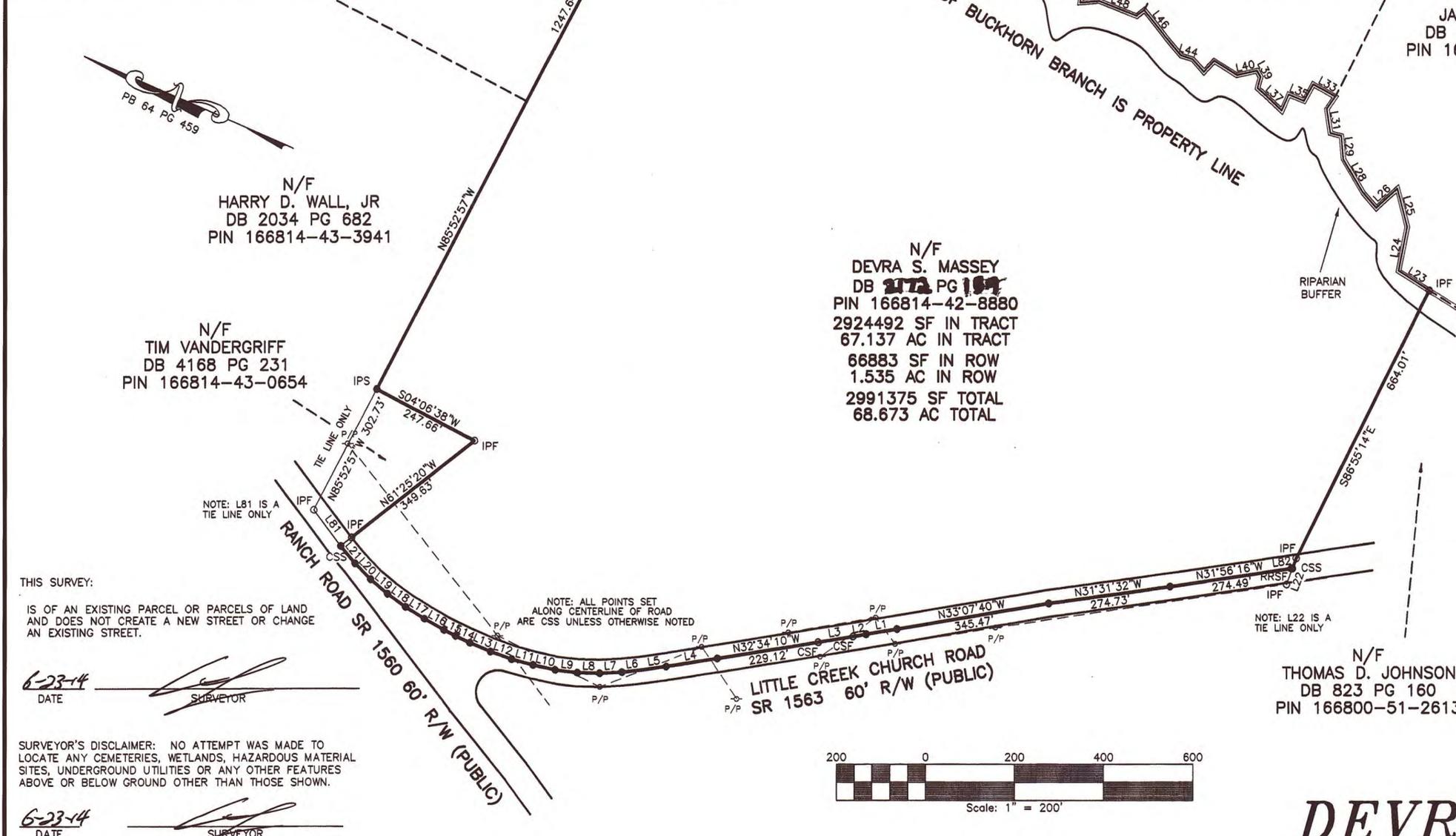




- NOTES:
- 1) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES
 - 2) AREAS COMPUTED BY COORDINATE METHOD.
 - 3) PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
 - 4) NO. 5 REBAR IRON STAKES WITH CAPS SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED
 - 5) ZONING: AR
 - 6) NO HORIZONTAL CONTROL FOUND WITHIN 2000' OF SURVEY
 - 7) PARENT TRACT DEED DB 2745 PG 733
 - 8) NC PIN NO. 166814-42-8880
 - 9) PARCEL NO. 05H04031D

REFERENCES:

DB 2745 PG 733	PB 64 PG 459
DB 4168 PG 231	PB 55 PG 279
DB 2034 PG 682	PB 60 PG 404
DB 878 PG 480	
DB 3686 PG 686	
DB 2032 PG 597	
DB 4227 PG 306	
DB 2050 PG 204	
DB 823 PG 160	



NUMBER	DIRECTION	DISTANCE
L1	N32°48'38"W	69.98'
L2	N33°04'25"W	29.96'
L3	N33°04'27"W	79.12'
L4	N32°34'22"W	116.31'
L5	N31°53'41"W	50.56'
L6	N29°37'16"W	49.37'
L7	N26°40'11"W	49.96'
L8	N22°05'52"W	49.95'
L9	N16°47'24"W	49.95'
L10	N11°59'24"W	49.98'
L11	N07°57'00"W	49.98'
L12	N04°38'28"W	49.99'
L13	N00°38'41"W	49.96'
L14	N02°12'13"E	35.83'
L15	N02°36'29"E	29.23'
L16	N05°40'54"E	49.99'
L17	N08°47'11"E	50.01'
L18	N12°05'36"E	49.97'
L19	N17°14'21"E	49.99'
L20	N21°50'02"E	50.03'
L21	N26°36'11"E	50.10'
L22	S86°54'17"W	38.36'
L23	N08°43'50"E	82.34'
L24	N77°48'19"E	99.21'
L25	N51°46'35"E	87.24'
L26	N66°06'40"W	63.68'
L27	N25°22'42"E	45.67'
L28	N36°01'58"E	87.21'
L29	N61°29'49"E	51.13'
L30	N09°25'37"W	25.16'
L31	N57°57'08"E	53.88'
L32	S78°07'52"E	33.61'
L33	N05°56'44"E	57.15'
L34	N84°36'16"W	42.48'
L35	N00°54'08"W	37.35'
L36	N89°52'03"W	39.35'
L37	N19°28'07"E	74.28'
L38	N82°42'55"E	25.24'
L39	N37°36'14"E	16.29'
L40	N35°58'03"W	46.73'
L41	N08°19'44"E	59.55'

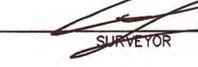
NUMBER	DIRECTION	DISTANCE
L42	N70°11'35"W	33.81'
L43	N24°34'55"E	37.91'
L44	N05°53'37"W	27.71'
L45	N26°10'30"E	48.02'
L46	N28°07'47"E	82.09'
L47	N62°15'43"W	21.73'
L48	N01°49'26"W	90.52'
L49	N28°16'26"W	42.80'
L50	N77°06'59"E	22.25'
L51	S76°49'58"E	49.15'
L52	N14°56'07"E	23.25'
L53	N73°48'35"W	56.24'
L54	N63°36'36"E	32.05'
L55	N07°44'39"W	40.81'
L56	N26°34'53"W	33.20'
L57	N07°36'43"E	31.88'
L58	N28°42'29"E	94.93'
L59	N13°58'06"W	38.47'
L60	N77°01'21"E	37.44'
L61	N20°04'19"E	42.56'
L62	N41°03'39"E	37.50'
L63	N36°48'21"W	186.83'
L64	N30°22'20"W	41.61'
L65	N73°51'59"W	22.00'
L66	N25°12'11"E	51.04'
L67	N51°41'49"E	40.97'
L68	N09°57'18"W	25.41'
L69	N34°19'35"E	17.48'
L70	N10°36'54"W	43.85'
L71	N46°27'58"W	77.60'
L72	N78°49'51"W	25.69'
L73	N40°23'26"W	44.57'
L74	N21°28'06"W	70.85'
L75	N75°55'29"W	36.03'
L76	N32°09'14"E	39.16'
L77	N33°21'13"W	40.37'
L78	N21°21'46"E	33.38'
L79	N56°43'27"W	41.02'
L80	N05°55'08"W	32.68'
L81	S29°26'49"W	100.09'
L82	S31°56'16"E	2.73'
L83	N87°39'02"W	19.56'

THIS SURVEY: IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

6-23-14 DATE

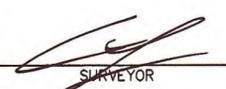
 SURVEYOR

SURVEYOR'S DISCLAIMER: NO ATTEMPT WAS MADE TO LOCATE ANY CEMETERIES, WETLANDS, HAZARDOUS MATERIAL SITES, OR BELOW GROUND OTHER THAN THOSE SHOWN.

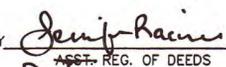
6-23-14 DATE

 SURVEYOR

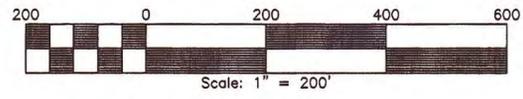
STATE OF NORTH CAROLINA, JOHNSTON COUNTY
 I, CURK T. LANE, DO HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2745, PAGE 733, ETC.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 2745, PAGE 733, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 26TH DAY OF JUNE, A.D., 2014




 SURVEYOR
 L - 3990
 LICENSE NUMBER

PROPERTY SHOWN HEREON IS XXXX IS NOT LOCATED IN A FEMA DESIGNATED FLOOD ZONE. FEMA FLOOD HAZARD PANEL NO. 3720166800 J EFFECTIVE DATE: DECEMBER 2, 2005

STATE OF NORTH CAROLINA, JOHNSTON COUNTY
 THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDING THIS 25 DAY OF June 20 14 AT 11:17:16 AM
 CRAIG OLIVE BY 
 REGISTER OF DEEDS
 RECORDED IN PB 80 PG 89



OWNER: DEVRA S. MASSEY
 513 WEST BROAD STREET # 302
 FALLS CHURCH, VA.

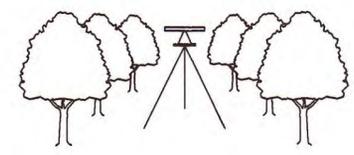
LEGEND

- IPF IRON PIPE FOUND
- IPF IRON PIPE SET
- CMF CONCRETE MONUMENT FOUND
- PKNF PARKER-KALON NAIL FOUND
- PKNF PARKER-KALON NAIL SET
- RRS RAILROAD SPIKE
- CSF COTTON SPIKE FOUND
- CSS COTTON SPIKE SET
- CC CONTROL CORNER
- CP COMPUTED POINT
- P/P POWER POLE
- OPW OVERHEAD POWER LINE
- R/W RIGHT OF WAY
- S.F. SQUARE FEET
- AC ACRE
- DB DEED BOOK
- PLAT BOOK
- BOM BOOK OF MAPS
- PG PAGE
- LF LINEAR FEET
- 15S LOT HAS OFFSITE SEWER
- 15SL OFFSITE SEWER LOT
- 15R RECOMBINATION LOT
- [100] STREET ADDRESS
- LINES NOT SURVEYED

SURVEYED BY:	ADAM
DRAWN BY:	MIKE
CHECKED BY:	CURK
DRAWING NAME:	BOUNDARY.DWG
SURVEY DATE:	06-10-14
JOB NO.	2232.001

DEVRA S. MASSEY
 CLAYTON TOWNSHIP, JOHNSTON COUNTY
 NORTH CAROLINA
 JUNE, 10 2014

TRUE LINE SURVEYING, P.C.



205 WEST MAIN STREET
 CLAYTON, N.C. 27520
 TELEPHONE: (919) 359-0427
 FAX: (919) 359-0428
 www.truelinesurveying.com

The property referenced herein does not include the primary residence of Grantor shown below.

EXCISE TAX: \$2,417.00	Parcel Identifier No.: 05H04046H
------------------------	----------------------------------

Prepared by and mail after recording to: Parker Poe (JAB), 150 Fayetteville Street, Suite 1400, Raleigh, NC 27601

Brief Description for Index: 67.137 acres, PB 80, PG 89

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 22nd day of August 2014, by and between

GRANTOR	GRANTEE
THE CONSERVATION FUND, a Maryland Non-Profit corporation Attn: Carolyn McCoy 1655 N. Ft. Myer Dr., Suite 1300 Arlington, VA 22209	THE TOWN OF CLAYTON, NORTH CAROLINA, a North Carolina municipality Attn: Steve Biggs, Town Manager P.O. Box 879 Clayton, NC 27528

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple all those certain lots or parcels of land situated in the Clayton Township, Johnston County, North Carolina, and more particularly described as follows:

BEING all of that 67.137-acre tract of land as shown on that plat recorded in Plat Book 80, Page 89, Johnston County Registry, and being the same property described in that Deed recorded in Book 4466, Page 324, Johnston County Registry.

TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to Grantee in fee simple forever.

And Grantor covenants with Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

1. Taxes and assessments for the year 2014 and subsequent years, not yet due and payable.
2. Easements, setback lines and any other matters shown on plat recorded in Plat Book 64, Pages 459 and 460; Plat Book 62, Pages 30 and 31; Plat Book 60, Pages 404 and 405; Plat Book 60, Pages 415 and 416, and Plat Book 80, Page 89, Johnston County Registry.
3. Easement for Rural Line Permit granted to Carolina Telephone and Telegraph Company recorded in Book 531, Page 21 and Book 546, Page 100, Johnston County Registry.
4. Easement(s) in favor of Carolina Power & Light Company as recorded in Book 458, Page 141; Book 805, Page 336; Book 850, Page 243; Book 1969, Page 266; and Book 1969, Page 267, Johnston County Registry; also possible easements in Book 502, Page 25 and Book 686, Page 6, Johnston County Registry.
5. Right of Way Agreement granted to State Highway Commission recorded in Book 581, Page 477, Johnston County Registry.

[SIGNATURE AND NOTARY ACKNOWLEDGMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

THE CONSERVATION FUND,
a Maryland Non-Profit corporation

By: [Signature] (SEAL)

Print Name: Richard L. Erdmann

Title: Exec VP

Commonwealth
STATE OF Virginia

COUNTY OF Arlington

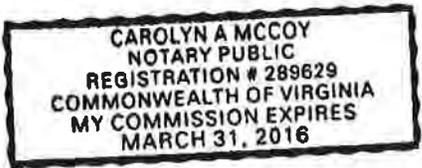
I certify that Richard L. Erdmann personally appeared before me this day and acknowledged that (s)he is the Executive Vice President of THE CONSERVATION FUND, a Maryland Non-Profit corporation, and that (s)he, in such capacity, being authorized to do so, voluntarily signed the foregoing on behalf of the corporation for the purposes stated therein.

Date: 8/21/14

By: [Signature]

Print Name: Carolyn McCoy
Notary Public

[SEAL OR STAMP]



My Commission Expires: 3/31/16



Area to be Annexed
39.55 Acres

Legend

-  Clayton Town Limits
-  Clayton ETJ
-  Parcels
-  Area to be Annexed

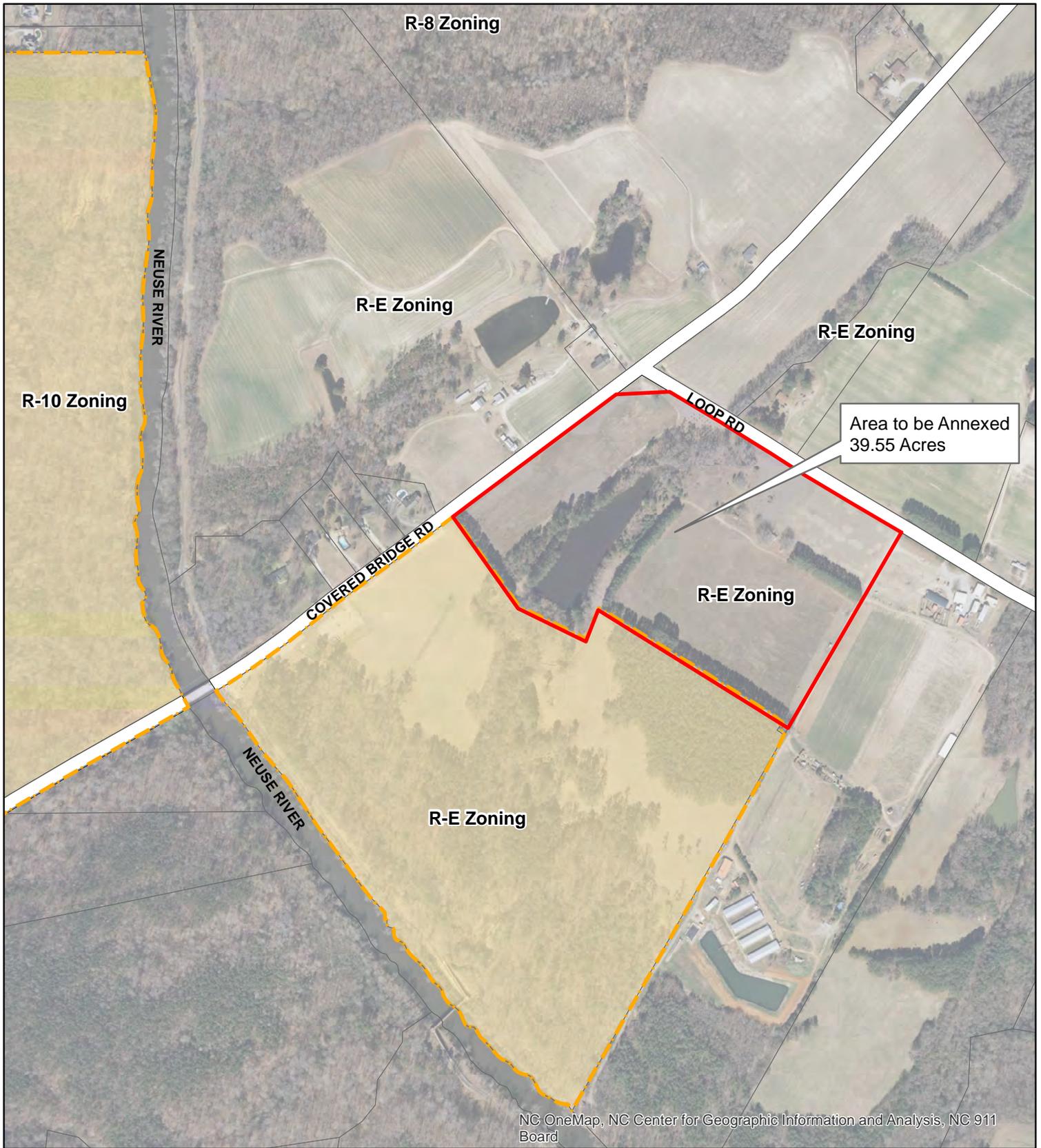
Annexation Map

Applicant(s): Town of Clayton
 Property Owner(s): Town of Clayton
 Parcel Number(s) 16I03029A
 File Number(s): Annex 2015-4 (2015-01-02)



1 inch = 600 feet





NC OneMap, NC Center for Geographic Information and Analysis, NC 911 Board

Legend

-  Clayton Town Limits
-  Clayton ETJ
-  Parcels
-  Area to be Annexed

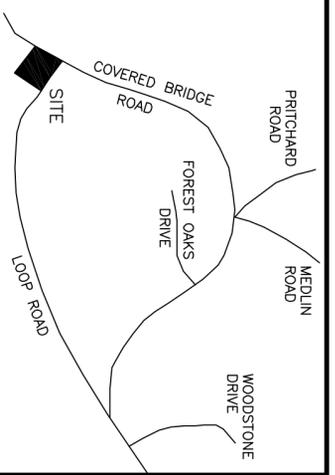
Annexation Map

Applicant(s): Town of Clayton
 Property Owner(s): Town of Clayton
 Parcel Number(s) 16I03029A
 File Number(s): Annex 2015-4 (2015-01-02)



1 inch = 600 feet





VICINITY MAP (NOT TO SCALE)

CERTIFICATE OF OWNERSHIP AND DEDICATION
 I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER SITES AND EASEMENTS TO PUBLIC AND PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL ELECTRICAL SYSTEMS AND ALL SEWER AND WATER LINES TO THE TOWN OF CLAYTON.

THIS PLAN IS EXEMPT FROM THE UNIFIED DEVELOPMENT CODE OF THE TOWN OF CLAYTON, NORTH CAROLINA AND THIS PLAN HAS BEEN APPROVED FOR RECORDING IN THE REGISTER OF DEEDS OF JOHNSTON COUNTY, NORTH CAROLINA.

DATE _____ OWNER _____
 PLANNING DIRECTOR
 TOWN OF CLAYTON, N.C.

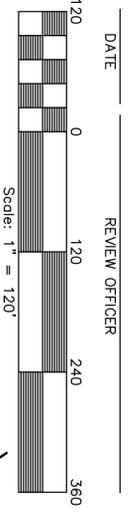
PROPERTY SHOWN HEREON IS XXX IS NOT LOCATED IN A FEMA DESIGNATED FLOOD ZONE. FEMA FLOOD HAZARD PANEL NO. 3720177000 J EFFECTIVE DATE: DECEMBER 2, 2005

NUMBER	DIRECTION	DISTANCE
L1	N35°25'45"W	30.01'
L2	N30°02'21"E	30.01'
L3	N30°02'21"E	30.01'
L4	S58°46'39"E	50.01'
L5	S30°02'21"W	30.01'
L6	S31°29'14"E	4.58'
L7	S58°46'39"E	50.01'

NOTE: L1 IS A TIE LINE ONLY

STATE OF NORTH CAROLINA, JOHNSTON COUNTY
 I, CURK I. LANE, DO HEREBY CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE ETC.) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000. THAT THE GEOPHYSICAL POSITIONING OBSERVATIONS WERE PERFORMED TO THE GEOPHYSICAL POSITIONING ACCURACY STANDARDS, PART 2, STANDARDS FOR GEODETIC NETWORKS AT THE ACCURACY CLASSIFICATION (99% CONFIDENCE) USING RTK NETWORK; THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; THAT THIS PLAN MEETS THE REQUIREMENT OF G.S. 47-30 SECTION F-11 WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS _____ DAY OF _____, A.D. 2014

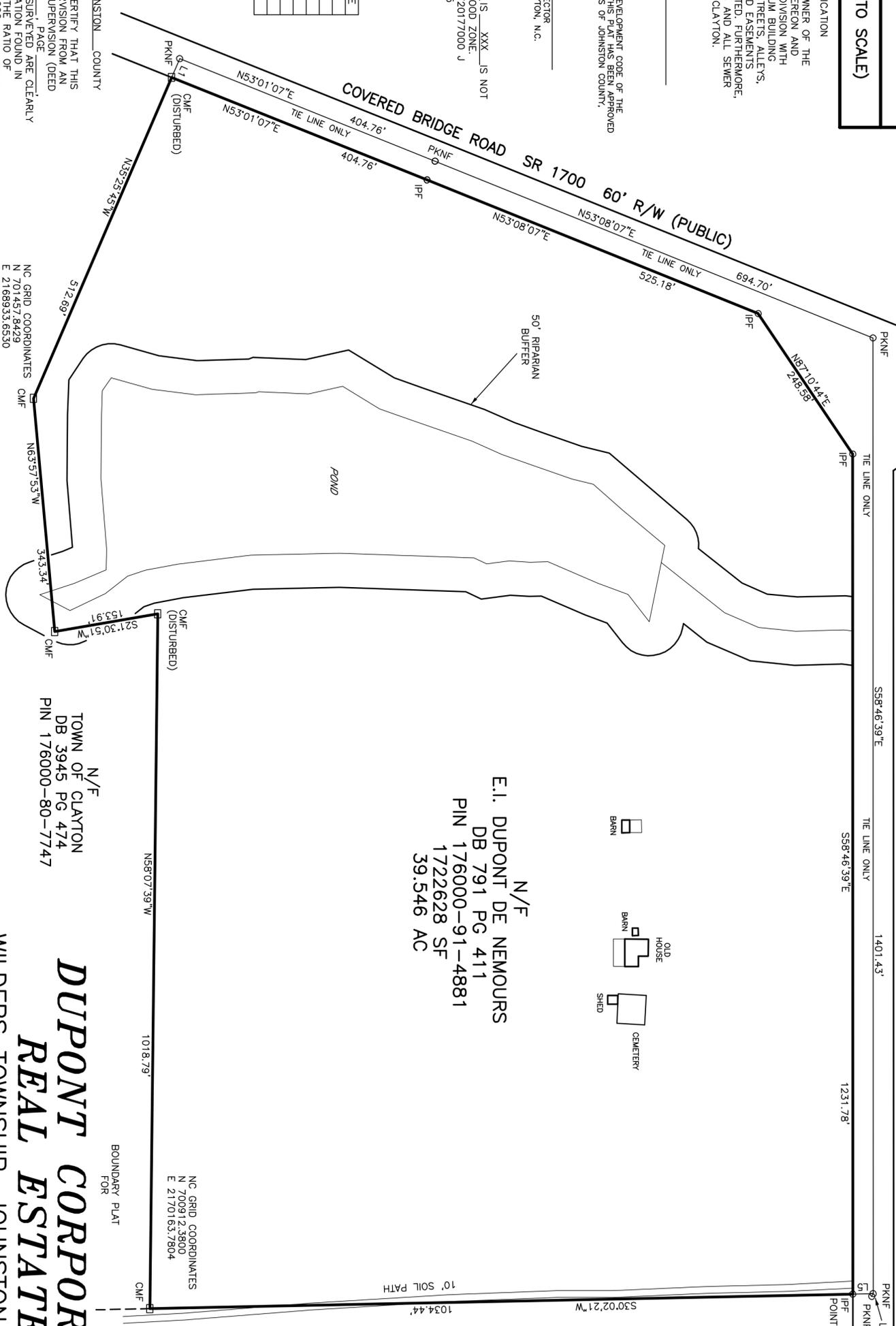
REVIEW OFFICER'S CERTIFICATE
 REVIEW OFFICER OF JOHNSTON COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.



STATE OF NORTH CAROLINA, JOHNSTON COUNTY
 THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDING THIS _____ DAY OF _____, 20____ AT _____.
 ORAIG OLIVE BY _____ DEPUTY REG. OF DEEDS
 REGISTER OF DEEDS
 RECORDED IN PB _____ PG _____

- REFERENCES:
- DB 791 PG 411 PB 34 PG 25
 - DB 1778 PG 679
 - DB 1187 PG 270
 - DB 705 PG 629
 - DB 2285 PG 521
 - DB 1328 PG 017
 - DB 478 PG 618
- AN UNRECORDED MAP BY BONEY AND ASSOCIATES, INC., ENTITLED "PROPERTY OF WILLIAM G. MASSEY AND WIFE CHRISTINE B. MASSEY TO BE SOLD TO E.I. DUPONT OF DE NEMOURS AND COMPANY, INC." DATED 11-18-1975

- NOTES:
- 1) ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES
 - 2) AREAS COMPUTED BY COORDINATE METHOD.
 - 3) PROPERTY SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
 - 4) NO. 5 REBAR IRON STAKES WITH CAPS SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED
 - 5) GRID TIE BY GPS
 - 6) ZONING: R-E
 - 7) PARENT TRACT DEED DB 791 PG 411
 - 8) PARCEL NO. 16103029A
 - 9) NC PIN. 176000-91-4881

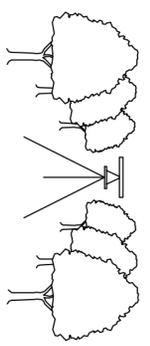


N/F
 E.I. DUPONT DE NEMOURS
 DB 791 PG 411
 PIN 176000-91-4881
 1722628 SF
 39.546 AC

N/F
 TOWN OF CLAYTON
 DB 3945 PG 474
 PIN 176000-80-7747

DUPONT CORPORATE REAL ESTATE
 WILDERS TOWNSHIP, JOHNSTON COUNTY
 NORTH CAROLINA
 FEBRUARY 4, 2014

TRUE LINE SURVEYING, P.C.



205 WEST MAIN STREET
 CLAYTON, N.C. 27520
 TELEPHONE: (919) 359-0427
 FAX: (919) 359-0428
 www.truelinesurveying.com

L - 3990
 LICENSE NUMBER

DATE _____ SURVEYOR _____

- LEGEND
- IRON PIPE FOUND
 - IRON PIPE SET
 - PARKER-KALON NAIL FOUND
 - PARKER-KALON NAIL SET
 - CONTROL CORNER
 - COMPUTED POINT
 - POWER POLE
 - POWER POLE
 - RIGHT OF WAY
 - S.F.
 - SQUARE FEET
 - DIRT BOOK
 - BOOK OF MAPS
 - BOOK OF MAPS
 - LINEAR FEET
 - LOT HAS OFFSITE SEWER
 - OFFSITE SEWER LOT
 - OFFSITE SEWER LOT
 - STREET ADDRESS
 - STREET ADDRESS
 - LINES NOT SURVEYED
 - LINES NOT SURVEYED

SURVEYED BY:	STEVE
DRAWN BY:	MIKE
CHECKED BY:	CURK
DRAWING NAME:	BOUNDARY.DWG
SURVEY DATE:	7-15-09
JOB NO.:	1440.001

C-1859

Prepared by and return to:

Parker Poe Adams & Bernstein LLP (JAB)
150 Fayetteville Street, Suite 1400
Raleigh, NC 27601

NORTH CAROLINA
QUITCLAIM DEED

NC PIN: 176000-91-4881
Excise Tax: \$0.00

THIS DEED is made this 3rd day of October, 2014, by and between:

GRANTOR	GRANTEE
<p>E. I. DU PONT DE NEMOURS AND COMPANY, a Delaware corporation</p> <p>1007 Market Street Wilmington, DE 19898</p>	<p>TOWN OF CLAYTON, a North Carolina municipality</p> <p>Attn: Steve Biggs, Town Manager P.O. Box 879 Clayton, NC 27528</p>

The designation Grantor and Grantee as used herein shall include each party, respectively, and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context. The property referenced herein *does not* include the primary residence of the grantor shown above.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents has remised and released and forever quitclaims to Grantee all of Grantor's right, title and interest, if any, in that certain lot or parcel of land situated in Wilders Township, Johnston County, North Carolina and more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple forever.

Grantor makes no warranty, express or implied, as to title to the aforesaid lot or parcel of land.

[SIGNATURE AND NOTARY ACKNOWLEDGMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has signed this Quitclaim Deed under seal as of the day and year first above written.

GRANTOR:

E. I. DU PONT DE NEMOURS AND COMPANY,
a Delaware corporation

By: Christopher J. Heck (SEAL)
Christopher J. Heck

Print Name: Manager - Corporate Real Estate
and Strategic Planning

Title: _____

STATE OF Delaware
COUNTY OF New Castle

I certify that Christopher J. Heck personally appeared before me this day and acknowledged that (s)he is the Mgr. Corp. Real Estate of E. I. DU PONT DE NEMOURS AND COMPANY, a Delaware corporation, and that (s)he, in such capacity, being authorized to do so, voluntarily signed the foregoing on behalf of the corporation for the purposes stated therein.

Date: 10/30/2014

By: Lois A. Smith

Print Name: _____
Notary Public

LOIS A. SMITH
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires July 18, 2015

[SEAL OR STAMP]

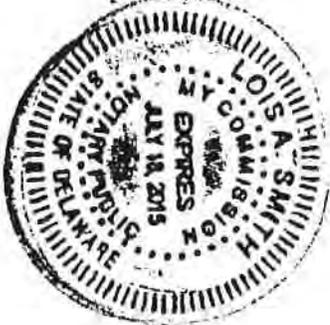


EXHIBIT A

BEING all that property lying and being in Wilders Township, Johnston County, North Carolina, being more particularly described as follows:

Commencing at a point, said point being a Parker-Kalon nail found at the centerline intersection of Covered Bridge Road (SR 1700) and Loop Road (SR 1706) in Wilders Township, Johnston County, North Carolina. Thence along the centerline of SR 1706 S58°46'39"E 1401.43 feet to a Parker-Kalon nail found. Thence S30°02'21"W 30.01 feet to an iron pipe found in the southern right of way of Loop Road and **POINT OF BEGINNING**. Said point also being the eastern property corner of the E.I. DuPont De Nemours property as recorded in Deed Book 791 Page 411, Johnston County Registry and the northwestern corner of the Percy G. Boyette property as recorded in Deed Book 1187 Page 270. Thence leaving the southern right-of-way of Loop Road in a southerly direction a bearing and distance of S30°02'21" 1034.44 feet to a concrete monument found. Said point also being the northeastern corner of the Town of Clayton property as recorded in Deed Book 3945 Page 474. Thence N58°07'39"W 1018.79 feet to a concrete monument found. Thence S21°30'51"W 153.91 feet to a concrete monument found. Thence N63°57'53"W 343.34 feet to a concrete monument found. Thence N35°25'45"W 512.69 feet to a concrete monument found in the eastern right of way of Covered Bridge Road. Thence along the eastern right of way of Covered Bridge Road N53°01'07"E 404.76 feet to an iron pipe found. Thence continuing along said right of way N53°08'07"E 525.18 feet to an iron pipe set. Thence along the right of way triangle N87°10'44"E 248.58 feet to an iron pipe set in the southern right of way of Loop Road. Thence along the southern right of way of SR 1706 S58°46'39"E 1231.78 feet to the **POINT OF BEGINNING** and containing 39.546 acres (1722628 square feet) according to a map by True Line Surveying entitled "Boundary Survey for DuPont Corporate Real Estate" dated March 19, 2012 and having a job number of 1440.001.



Town of Clayton
Planning Department
111 E. Second Street, Clayton, NC 27520
P.O. Box 879, Clayton, NC 27528
Phone: 919-553-5002
Fax: 919-553-1720

Town Council

STAFF REPORT

Application Number: SIA 2014-153 (Special Intensity Allocation)
Project Name: Caterpillar Southern Site – Special Intensity Allocation Request

NC PIN / Tag #: 167800-08-7314 / 05I04002A
Town Limits/ETJ: Extraterritorial Jurisdiction (ETJ)
Overlay: Watershed Protection Overlay
Thoroughfare Overlay District

Applicant: O'Brien / Atkins Associates, P.A.
Owner: Caterpillar Inc.

PROJECT LOCATION: The site is located on the south side of NC 42 East, approximately 500 feet west of the intersection of NC 42 East and Glen Laurel Road.

REQUEST: The applicant is requesting approval of a Special Intensity Allocation for the subject property, pursuant to Section 155.501(E)(4), to allow up to 70% impervious surface within the Watershed Protection Overlay.

SITE DATA:

Acreeage: 139.46 acres
Present Zoning: I-2 (Industrial-2)
Existing Use: Industrial (Caterpillar)

DEVELOPMENT DATA:

Existing Impervious: 37.46 acres of impervious surface (26.9 %)
- Maximum % permitted within the Watershed Protection Overlay: 24% (33.5 ac)

Proposed Impervious: Up to 70% maximum (97.6 acres)

ADJACENT ZONING AND LAND USES:

North: Zoning: Industrial-2 (I-2)

	Existing Use:	Caterpillar Research & Development Site
South:	Zoning:	Industrial-2 (I-2)
	Existing Use:	Vacant
East:	Zoning:	Industrial-2 (I-2)
	Existing Use:	Industrial, related to Caterpillar site
West:	Zoning:	Industrial-2 (I-2)
	Existing Use:	Vacant, Town Fire Station and Water Tower

STAFF ANALYSIS AND COMMENTARY:

Overview

The applicant is requesting Council approval of a Special Intensity Allocation to allow up to 70% impervious surface on the subject parcel, which is located within the Watershed Protection Overlay. In this case, 70% would equal a total of 97.6 acres, an increase from the currently permitted 24%, or 33.5 acres. The purpose of the request is to allow continued expansion of the Caterpillar site (south of NC 42 E).

Per §155.501(E)(2), non-residential development within the Watershed Protection Overlay is limited to 24% unless a Special Intensity Allocation (SIA) is granted by the Town Council in accordance with §155.501(E)(4), allowing up to 70% impervious within 10% of the total regulated watershed area.

Background

The State Legislature has in General Statute §§ 143-214.5, 160A-371, and 1601-38a delegated the responsibility and authority to local governmental units to establish water supply watershed protection programs, to regulate land use and development within water supply watersheds, and to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

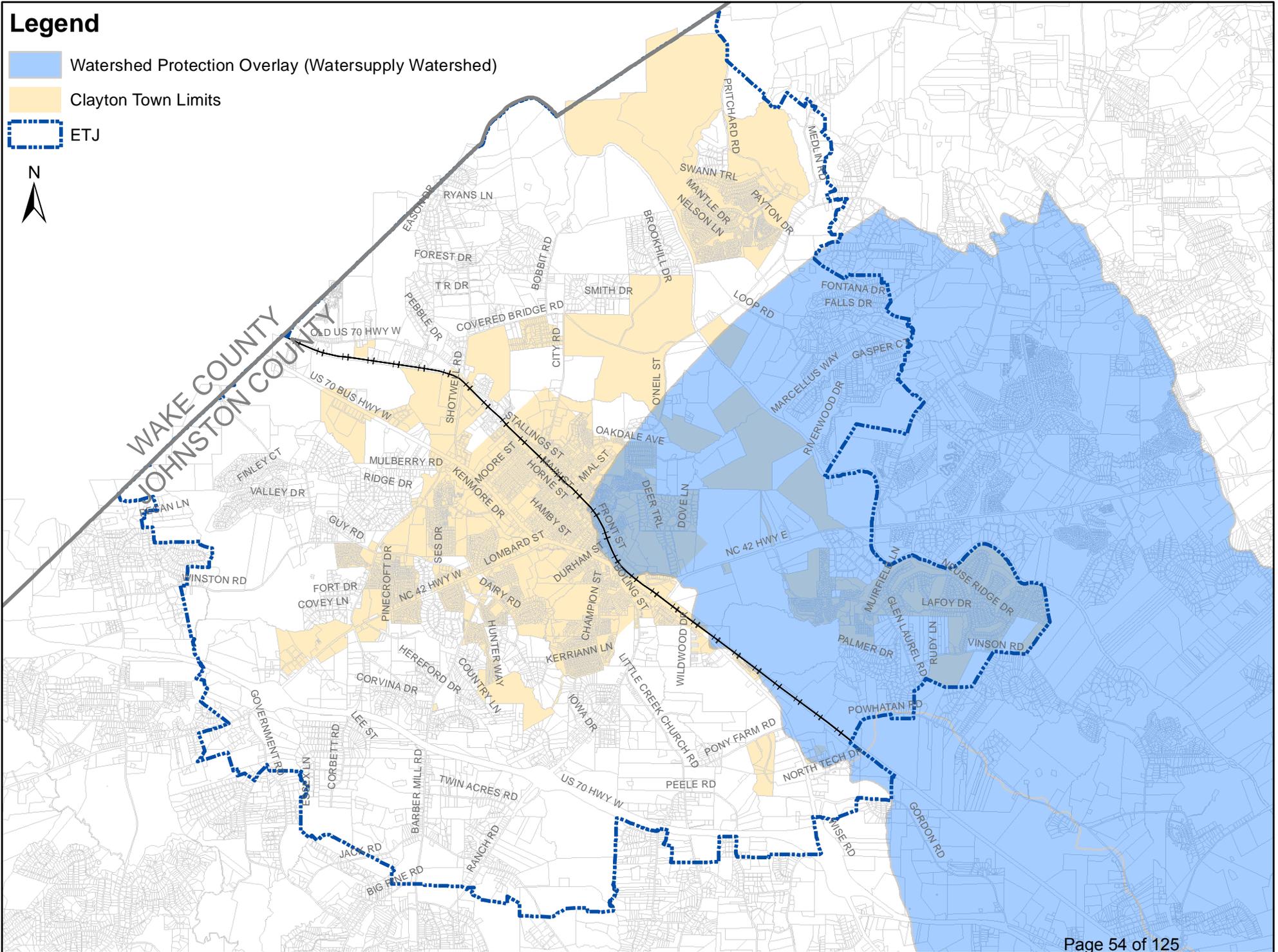
Watersupply Watershed Boundaries are established by the state. §155.501 of the Unified Development Code regulates development within the Watersupply Watershed (known as the Watershed Protection Overlay in the Town of Clayton). As noted, non-residential and multi-family development is limited to 24% impervious, and single family development is limited to 2 units per acre, or 35% impervious (no SIA is available for single family development per the UDC).

The State allows Towns to designate special intensity allowances (SIAs) to a maximum of 10% of the total area within the Watersupply Watershed within their jurisdiction. This special allowance can be extended to non-residential development and to multi-family development (such as apartments). This allows the Town to protect the water supply while selecting specific properties to allow the higher coverage.

In Clayton’s jurisdiction (including the ETJ), approximately 50% of the SIA allowance has been delegated (specific calculations are currently underway by the Planning Department). Examples of developments that have been granted a SIA include Grifols and Novo Nordisk. See the map, below, and a larger map is attached to this report of the SIA area.

Legend

-  Watershed Protection Overlay (Watersupply Watershed)
-  Clayton Town Limits
-  ETJ



Jay W. Smith, RLA, ASLA, LEED AP
Principal
Director, Landscape Architecture/Planning

O'BrienAtkins

Mr. David DeYoung, AICP

Town of Clayton Planning Director

Re: Caterpillar Clayton – Special Intensity Request

Dear David:

Our Client, Caterpillar of Clayton, NC, respectfully requests a Special Intensity Allocation (SIA) from the Town of Clayton according to Town UDC Section 155.501(E)(4). Under this provision, Caterpillar would be able to increase the site impervious area up to, but not exceeding, 70% of the total area and within 10% of the total regulated water protection area, as approved by the Town Planning Director. Upon approval of the requested SIA and in accordance with UDC Section 155.501(E)(4), Caterpillar would provide the following:

- Minimize the impervious area to the extent possible and feasible
- Give consideration to dimension of proposed and required riparian buffers
- Direct stormwater away from surface waters when possible
- Follow best management practices in design of stormwater measures to minimize negative water quality impacts.

As a precursor to this growth, Caterpillar will continue to strive to remain stewards of the environment and will work closely with the Town to provide those measures required to meet the conditions of this request.

Caterpillar Inc. has been a long supporter of Johnston County and the Town of Clayton and is hopeful the Town will grant this request so the maximum potential of the Caterpillar site can be realized. Thank you for your consideration.

Respectfully submitted,



Jay W. Smith, RLA, ASLA, LEED AP

Principal

Director of Landscape Architecture and Planning



Town of Clayton
Planning Department
 111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-5002
 Fax: 919-553-1720

OWNER'S CONSENT FORM

Consent is required from the property owner(s) if an agent will act on their behalf. A separate form is required from each owner. Consent is valid for one year from date of notary, unless otherwise specified. All fields must be completed.

Project Name: Caterpillar Address or PIN #: 167800-08-7314

AGENT/APPLICANT INFORMATION:

O'Brien / Atkins Associates, P.A.
 (Name - type, print clearly)

P.O. Box 12037
 (Address)
Research Triangle Park, NC 27709
 (City, State, Zip)

I hereby give **CONSENT** to the above referenced agent/applicant to act on my behalf, to submit applications and all required materials and documents, and to attend and represent me at all meetings and public hearings pertaining to the following processes (*list applicable requests*):

"Special Intensity Allocation"

Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

I hereby certify that I have authority to execute this consent form as/on behalf of the property owner. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, approval or permits. I further agree to all terms and conditions which may be imposed as part of the approval of this application.

OWNER AUTHORIZATION:

Victor A. Baluis
 (Name - type, print clearly)

954 HWY NC42 EAST
 (Address)

[Signature]
 (Owner's Signature)

Clayton NC 27527
 (City, State, Zip)

STATE OF North Carolina
 COUNTY OF Johnston

Sworn and subscribed before me William C. Broome, a Notary Public for the above State and County, this the 19 day of December, 2014.

SEAL



William C. Broome
 Notary Public

My Commission Expires: Oct. 27, 2016

BUILT UPON AREA (BUA):

EXISTING ACREAGE: 6,074,734 SQ FT (139.46 ACRES)
 EXISTING IMPERVIOUS AREA (PRESENT): 1,631,810 SQ FT (37.46 ACRES)
 EXISTING BUA: 37.46 AC / 139.46 AC = 26.86% BUA

PROPOSED BUILT UPON AREA (EQUIP. DEMO SHELTER):

EXISTING ACREAGE: 6,074,734 SQ FT (139.46 ACRES)
 EXISTING IMPERVIOUS AREA (PRESENT): 1,631,810 SQ FT (37.46 ACRES)
 PROPOSED IMPERVIOUS (EQUIP. DEMO SHELTER): 35,000 SQ FT (0.80 ACRES)
 TOTAL IMPERVIOUS AREA: 1,666,810 SQ FT (38.26 ACRES)
 PROPOSED BUA: 38.26 AC / 139.46 AC = 27.43% BUA

REQUEST FOR SPECIAL INTENSITY ALLOCATION:

MAXIMUM OF 70% BUA: 70% * 139.46 AC = 97.62 ACRES
 PROPOSED BUA: 38.26 AC (27.43%)
 REMAINING ALLOWABLE BUILT UPON AREA: 97.62 AC - 38.26 AC = 59.36 ACRES

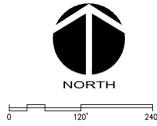
EXISTING IMPERVIOUS AREA:

AREA #1	25.73 ACRES (1,120,696 SQ FT)
AREA #2	1.75 ACRES (76,258 SQ FT)
AREA #3	3.25 ACRES (141,768 SQ FT)
AREA #4	0.28 ACRES (12,103 SQ FT)
AREA #5	0.24 ACRES (10,373 SQ FT)
AREA #6	0.07 ACRES (2,871 SQ FT)
AREA #7	0.10 ACRES (4,379 SQ FT)
AREA #8	0.04 ACRES (1,887 SQ FT)
AREA #9	2.19 ACRES (95,303 SQ FT)
AREA #10	0.68 ACRES (29,729 SQ FT)
AREA #11	0.74 ACRES (32,414 SQ FT)
AREA #12	0.83 ACRES (36,018 SQ FT)
AREA #13	1.04 ACRES (45,157 SQ FT)
AREA #14	0.52 ACRES (22,854 SQ FT)

TOTAL EXISTING IMPERVIOUS AREA: 37.46 ACRES (1,631,810 SQ FT)

ADDITIONAL IMPERVIOUS (EQUIP. DEMO SHELTER):

AREA #15	0.80 ACRES (35,000 SQ FT)
EXISTING IMPERVIOUS AREA	37.46 ACRES (1,631,810 SQ FT)
TOTAL IMPERVIOUS AREA	38.26 ACRES (1,666,810 SQ FT)



LEGEND

---	EXISTING PROPERTY LINE
---	EX. IMPERVIOUS
---	ADDITIONAL IMPERVIOUS (EQUIP. DEMO SHELTER)

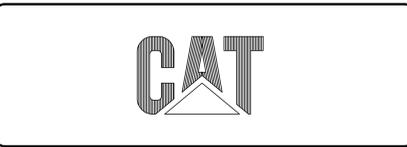
REVISED	DESCRIPTIONS	DATE

REVISED	DESCRIPTIONS	DATE

	SEAL
--	------

	SEAL
--	------

MCKIM & CREED
 1730 Varsity Drive, Suite 500
 Raleigh, North Carolina 27606
 Phone: (919)233-8091, Fax: (919)233-8031
 F1822
 www.mckimcreed.com



CATERPILLAR OVERALL SITE

BUILT UPON AREA

DATE: DECEMBER 19, 2014	SCALE: HORIZONTAL: 1" = 120'	MISC FILE NUMBER: BUA
MCE PROJ. # 01517-0239	VERTICAL: NA	DRAWING NUMBER: BUA-1
DRAWN: DJB		1 OF 1
DESIGNED: DJB		
CHECKED: GML		
PROJ. MGR: GML		
STATUS: Preliminary Design		

UDC Text Modification

§155.705(O) “Planned Development Review: Approved Master Plan Modifications”

Attachments:

- 1) “Redline” copy showing proposed modifications
- 2) “Clean” copy with proposed modifications
- 3) Statement of Consistency and Reasonableness

Planning Board Recommendation made at the 12/17/14 Planning Board meeting:
Approve the Modifications as presented by staff (unanimous)

ATTACHMENT 1:
Proposed Text Modification to Unified Development Ordinance
Section 155.705(O) - "Planned Development Review: Approved Master Plan
Modifications"

Description: Modification to update and clarify allowable major and minor modifications to approved Planned Development Master Plans.

"Strike-through" Version

*155.705(O) "Planned Development Review: Approved Master Plan Modifications"
Strikethrough Version*

Text Amendment to 155.705(O):

(O) Approved master plan modifications.

(1) Amendments to an approved master plan, if minor in scope, may be approved administratively by the Planning Director. Minor changes shall include up to 10% modifications to the ~~original approved~~ mixture of uses (so long as the ~~minimum and maximums~~ stated are ~~not exceeded~~ maintained), ~~minor~~ adjustments to phasing (~~as long as the quantity of phases remains~~), and the realignment of internal roadways. Minor changes to the typical project details, which include but are not limited to signage, lighting, parking, amenities and landscaping inge requirements may also be approved administratively by the Planning Director.

(2) Major modifications shall require resubmittal to the Town Council. These shall include the addition of land, modifications to the ~~originally~~ approved mixture of uses in excess of 10%, ~~a change in the number of phases within the development~~, and the addition, ~~or~~ deletion, or relocation of main vehicular entrances ~~-serving the development or their relocation~~. Major modifications shall also include any proposed revisions that are deemed by the Planning Director to be inconsistent with the adopted plans and policies of the Town.

ATTACHMENT 2:
Proposed Text Modification to Unified Development Ordinance
Section 155.705(O) - "Planned Development Review: Approved Master
Plan Modifications"

Description: Modification to update and clarify allowable major and minor modifications to approved Planned Development Master Plans.

"Clean" Version

*155.705(O) "Planned Development Review: Approved Master Plan Modifications"
Clean Version*

Text Amendment to 155.705(O):

(O) Approved master plan modifications.

(1) Amendments to an approved master plan, if minor in scope, may be approved administratively by the Planning Director. Minor changes shall include up to 10% modifications to the approved mixture of uses (so long as the maximums stated are not exceeded), adjustments to phasing, and the realignment of internal roadways. Minor changes to the typical project details, which include but are not limited to signage, lighting, parking, amenities and landscaping requirements may also be approved administratively by the Planning Director.

(2) Major modifications shall require resubmittal to the Town Council. These shall include the addition of land, modifications to the approved mixture of uses in excess of 10%, and the addition, deletion, or relocation of main vehicular entrances. Major modifications shall also include any proposed revisions that are deemed by the Planning Director to be inconsistent with the adopted plans and policies of the Town.

TOWN OF CLAYTON
ZONING AMENDMENT – MODIFICATION TO UNIFIED
DEVELOPMENT CODE §155.705(O)
CONSISTENCY AND REASONABLENESS STATEMENT

The Town Council of the Town of Clayton hereby states:

Section 1: The above referenced zoning amendment IS CONSISTENT with:

The Town of Clayton’s Strategic Growth Plan, specifically:

- Objective 2.1: Balanced Development: Old and New

Section 2: Based upon information presented at the public hearings and by the applicant, and based upon the recommendations and detailed information developed by staff and the Planning Board contained in the staff report, and considering the criteria applicable sections of the Unified Development Code of the Town of Clayton, specifically that the modifications will clarify what is classified as major and minor amendments to approved master plans, the above referenced zoning amendment is reasonable and in the public interest.

COUNCIL MOTION SHEET
ZONING ORDINANCE AMENDMENT
(Rezoning or Text Amendment)

After considering the recommendations of the Planning Board and Planning Director, I move to [**approve OR deny**] [**case number _____**]

[IF APPROVING]

and to approve the Statement of Consistency and Reasonableness included in the Agenda packet [with the following modifications: STATE MODIFICATIONS, IF ANY].

TOWN OF CLAYTON
ORDINANCE AMENDMENT TO CHAPTER 155, ARTICLE 705, §155.705(O):
“Planned Development Review: Approved Master Plan Modifications”

BEING HEREBY ADOPTED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA to amend Chapter 155, Article 705, §155.705(O) to read as follows:

- (O) Approved Master Plan Modifications.
 - (1) Amendments to an approved master plan, if minor in scope, may be approved administratively by the Planning Director. Minor changes shall include up to 10% modifications to the approved mixture of uses (so long as the maximums stated are not exceeded), adjustments to phasing, and the realignment of internal roadways. Minor changes to the typical project details, which include but are not limited to signage, lighting, parking, amenities and landscaping requirements may also be approved administratively by the Planning Director.
 - (2) Major modifications shall require resubmittal to the Town Council. These shall include the addition of land, modifications to the approved mixture of uses in excess of 10%, and the addition, deletion, or relocation of main vehicular entrances. Major modifications shall also include any proposed revisions that are deemed by the Planning Director to be inconsistent with the adopted plans and policies of the Town.

Duly adopted by the Clayton Town Council this 2nd day of February, 2015, while in regular session.

Jody L. McLeod
Mayor

ATTEST:

APPROVED AS TO FORM:

Kimberly A. Moffett, CMC
Town Clerk

Katherine E. Ross
Town Attorney

Town of Clayton
Amendment to the Code of Ordinances
Updating Orders for Grave Openings

BE IT HEREBY ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON,
NORTH CAROLINA THAT THE FOLLOWING AMENDMENT SHALL BE MADE TO THE
CODE OF ORDINANCES:

Amend Chapter 92 to read as follows:

§92.03

(C) No grave opening shall occur on any Good Friday, Thanksgiving, Christmas or New Year's Day.

('71 Code, § 5-18) (Ord. passed 4-5-71; Am. Ord. passed 10-3-95; Am. Ord. 99-07-01 passed 7-19-99; Am. Ord. passed 1-16-01; Am. Ord. 2012-09-03, passed 9-4-12) Penalty, see §10.99.

Duly adopted this 2nd day of February 2015 while in regular session.

Jody McLeod
Mayor

Attest:

Kimberly A. Moffett, CMC
Town Clerk

Town of Clayton
Amendment to the Code of Ordinances
Establishing an Urban Archery Season
For the Legal Harvesting of Deer

BE IT HEREBY ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA THAT THE FOLLOWING SHALL BE AMENDED TO THE CODE OF ORDINANCES:

Amend Chapter 91 with the following:

A. It shall be unlawful within the Town Limits for any person to shoot any wild game or any squirrel, whether wild or tame, with a gun or firearm or to willfully poison any wild game or squirrel; however, deer hunting by bow and arrow or crossbow ("collectively archery"), as defined by the state wildlife resources commission, is permitted on private property during the Urban Archery Season as established by the State Wildlife Resources Commission.

1. This Section creates an exception from the Town ordinance (Section 130.03) prohibiting the discharge of firearms within Town limits.

2. Violations of this Section shall subject the offender to penalties set forth in Section 91.99. Additionally, persons who violate this section shall immediately have their Town Hunting Permit revoked

and will be ineligible to receive one for a period of three (3) years from the date of revocation.

B. General

1. Oversight. *Unless otherwise set forth in this Section, hunters must follow all federal, state and local laws, rules and ordinances regulating hunting.*

2. Hunting License. *Hunters must have in their possession a valid North Carolina hunting license (issued by the North Carolina Wildlife Resources Commission) and a Town Hunting Permit.*

3. Town Hunting Permit Requirements.

- a. Presentation of a valid photo I.D.
- b. A copy of the prospective hunter's valid and current North Carolina hunting license.
- c. Property information if the hunter intends to hunt on private property.
- d. Owner permission if the prospective hunter doesn't own the private property.
- e. Payment of a fee set by the Town fee schedule.

C. Securing the Harvest. **Hunters will make every reasonable effort to track wounded deer for the purpose of completing the harvest and recovering the carcass. In the event that a wounded deer cannot be recovered or leaves the permitted hunting tract, the hunter immediately will notify the North Carolina Wildlife Resources Commission and seek the assistance of a Wildlife Officer. If an Officer of the Wildlife Resources Commission is not timely available assistance may be sought through the Clayton Police Department.**

D. Season. Urban Archery Season. Bow and arrow hunting may take place during Urban Archery Season as defined by the North Carolina Wildlife Resources Commission, only when the Town has indicated its participation in Urban Archery Season for that particular year.

E. Hunting Lands

1. *Private property.*

a. Landowners may hunt on their own property, subject to the limitations and criteria of this ordinance.

b. Persons may hunt on another's property only when possessing written permission from the property owner dated within the current calendar year.

c. Access. If accessing a hunting area requires passing through other private land, a hunter must receive written permission dated within the current calendar year from that landowner to pass through the land into a designated hunting area.

F. Safety. Permitted hunters must adhere to all of the following guidelines.

1. *Elevation. Arrows must be fired from at least three yards (9 feet) above ground level and toward the interior of the hunting parcel.*

2. *Tract Size. Hunting is allowed only on a tract or parcel of land (or an aggregation of contiguous tracts or parcels) that is at least five (5) acres in size.*

3. *Buffer. Arrows may not be fired from, nor be propelled to within, 50 yards (150 feet) of any dwelling or road right-of-way except that the 50 yard (150 feet) provision shall not apply to the hunter's own dwelling unit.*

4. Arrows may not be fired from, nor be propelled to within, 100 yards (300 feet) of any daycare, elementary or secondary school, church or Town park.

5. Hours. In accordance with established North Carolina Wildlife Commission Guidelines.

G. Assumption of Risk

1. Notice is hereby given that the Town makes no warranties and assumes no liability for the actions of persons hunting with a Town Hunting Permit or persons allowing hunters to make use of their property for hunting or access. Nothing herein shall prevent the voluntary or contractual shifting of any risk of loss by and between the property owners and permitted hunters.

2. A person exercising privileges granted pursuant to this Section voluntarily assumes full responsibility for any risk of loss, property damage or personal injury, including death, caused or incurred by the hunter and shall indemnify and hold the Town harmless from any such claims.

3. A person exercising privileges granted pursuant to this Section to use property owned or controlled in whole or part by the Town is deemed to have released, waived, discharged and covenanted not to sue the Town for any loss, damage, or injury, including death, that may be sustained while participating in such activities, however caused on sustained.

Be it duly adopted this ____ day of _____, 2015 while in regular session.

Jody McLeod

Attest:

Mayor

Kimberly Moffett

Town Clerk

TOWN OF CLAYTON OPERATIONS CENTER

"SERVICE"

ELECTRIC SERVICE
(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Inspector *CR*

Copy: Marty Bizzell, Bass, Nixon, & Kennedy
Dave DeYoung, Planning Director

Date: December 10, 2014

Re: Arbors at East Village

Please place a warranty acceptance request for the subject public water, sewer, associated storm drainage utilities, and all related utility easements on the next available agenda. Record drawings have been reviewed and accepted. Following acceptance, the utilities will be subject to a one-year warranty period. Upon expiration of said warranty, a final inspection will be done with all deficient items corrected by the developer prior to final acceptance.

TOWN OF CLAYTON

OPERATIONS CENTER

"SERVICE"

ELECTRIC SERVICE
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VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Inspector 

Copy: Kirk Rightmyer, NC. Development Engineers
Dave DeYoung, Planning Director

Date: December 10, 2014

Re: Summerlyn Subdivision, The Meadows

Please place a warranty acceptance request for the subject public water, sewer, associated storm drainage utilities, and all related utility easements on the next available agenda. Record drawings have been reviewed and accepted. Following acceptance, the utilities will be subject to a one-year warranty period. Upon expiration of said warranty, a final inspection will be done with all deficient items corrected by the developer prior to final acceptance.

TOWN OF CLAYTON OPERATIONS CENTER

"SERVICE"

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(919) 553-1530

VEHICLE MAINTENANCE
(919) 553-1530



"ENVIRONMENT"

PUBLIC WORKS
(919) 553-1530

WATER RECLAMATION
(919) 553-1535

MEMORANDUM

To: Kimberly Moffett, Town Clerk

From: Chris Rowland, Construction Inspector 

Copy: Mike Stewart, Stewart-Proctor
Dave DeYoung, Planning Director

Date: December 10, 2014

Re: Creekside Commons Subdivision

Please place a warranty acceptance request for the subject public water, sewer, associated storm drainage utilities, and all related utility easements on the next available agenda. Record drawings have been reviewed and accepted. Following acceptance, the utilities will be subject to a one-year warranty period. Upon expiration of said warranty, a final inspection will be done with all deficient items corrected by the developer prior to final acceptance.



Town of Clayton
 Planning Department
 111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-5002
 Fax: 919-553-1720

SPECIAL EVENT ACTION ITEM REPORT

Planning Staff Contact: Bruce Naegelen: 919-280-1278

EVENT INFORMATION:

Event Name: Run for the Rockets **File Number:** 2014-31
Event Description: Run for the Rockets 5K & 1 mile run to raise money for the school
Event Date(s): March 7th, 2015 **Event Time(s):** 6:30 am setup – 11:30 am clean up
Event Location: 849 N. Mial Street
Event Coordinator: Heather Moser **Contact Number:** 919-333-2682
Contact Email: Hdmoser78@yahoo.com
Attendees (Per Day): 150

TOWN SERVICES REQUESTED:

Department / Division	Requested Services	Date/Time	Primary Contact	Contact Phone #
Police Dept	Assistance with lane closure on E Front Street during race	3/7/15 9:00 am to 11:00 am	Lt. Ken Lunger	796-6814 (cell)

STAFF USE:

SEC Approval	<input checked="" type="checkbox"/> Approved	Date: 12/18/14	<input type="checkbox"/> No Council Action needed
	<input type="checkbox"/> Denied		
Council Action	Presentation	Date: 1/20/15	<input type="checkbox"/> Approved <input type="checkbox"/> Denied
	Consent Agenda	Date:	Date:
Pending Actions	<input type="checkbox"/> DOT Road Closure Approval	<input type="checkbox"/> Issue Permit	Date:
	<input type="checkbox"/> ABC Permit Submittal		
	<input type="checkbox"/> Other		

(SEC – Special Event Committee)



Town of Clayton
Planning Department
 111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-5002
 Fax: 919-553-1720

SPECIAL EVENT ACTION ITEM REPORT

Planning Staff Contact: Bruce Naegelen: 919-280-1278

EVENT INFORMATION:

Event Name: Flag of Truce **File Number:** 2014-32
Event Description: An event to commemorate the Flag of Truce between Swain, Graham, Sherman in Clayton on April 12, 1865. A showcase including musicians, storytellers, crafts dancers and small reenactments of the life during the civil war.
Event Date(s): April 11th, 2015 **Event Time(s):** 9:00 am to 4:00 pm
Event Location: Town Square
Event Coordinator: Pam Baumgartner **Contact Number:** 919-291-3672
Contact Email: pam <poddclayton@hotmail.com>
Attendees (Per Day): 300

TOWN SERVICES REQUESTED:

Department / Division	Requested Services	Date/Time	Primary Contact	Contact Phone #
Public Works	2 Roll-out trash carts at Town Square	Deliver: 4/10/15 & Pick-up: 4/13/15	Steve Blasko	359-1287
Public Works	Cones to block Town Square Parking Lot	Deliver: 4/10/15 & Pick-up: 4/13/15		
Town Council	Close Town Square Parking Lot from 9:00 am to 4:00 pm on 4/11/15			

STAFF USE:

SEC Approval	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Date: 12/18/14	<input type="checkbox"/> No Council Action needed
Council Action	Presentation Date: 1/20/15 Consent Agenda Date:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	
Pending Actions	<input type="checkbox"/> DOT Road Closure Approval <input type="checkbox"/> ABC Permit Submittal <input type="checkbox"/> Other	<input type="checkbox"/> Issue Permit Date:	

(SEC – Special Event Committee)



Town of Clayton
 Planning Department
 111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-5002
 Fax: 919-553-1720

SPECIAL EVENT ACTION ITEM REPORT

Planning Staff Contact: Bruce Naegelen: 919-280-1278

EVENT INFORMATION:

Event Name: ALzNC – Johnston County Walk **File Number:** 2014-30
Event Description: A walk to benefit Alzheimer’s North Carolina and families affected by Alzheimer’s Disease and dementia that live in NC
Event Date(s): May 9th, 2014 **Event Time(s):** 9:00 am to 11:00 am
Event Location: Starts at Town Square @ downtown streets
Event Coordinator: Richard Hiatt **Contact Number:** 919-832-3732
Contact Email: Development@alznc.org
Attendees (Per Day): 200 Set up is from 7:00 am and Clean up ends at noon

TOWN SERVICES REQUESTED:

Department / Division	Requested Services	Date/Time	Primary Contact	Contact Phone #
Public Works	4 Trash Roll-carts 4 Recycled carts at Town Square	Deliver: 5/8/15 and Pick-up: 5/11/15	Steve Blasko	359-1287
Public Works	Cones to close Town Square parking lot	Deliver: 5/8/15 and Pick-up: 5/11/15	Steve Blasko	359-1287
Police Dept	Provide street crossing assistance at Lombard & Second Streets	5/9/15 between 9:00 am – 11:00 am	Lt Ken Lungler	796-6814
Town Council	Close Town Square Parking lot	5/9/15 from 7:00 am to 12:00 pm		

STAFF USE:

SEC Approval	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Date: 12/18/14	<input type="checkbox"/> No Council Action needed
Council Action	Presentation Date: 1/20/15 Consent Agenda Date:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Date:
Pending Actions	<input type="checkbox"/> DOT Road Closure Approval <input type="checkbox"/> ABC Permit Submittal <input type="checkbox"/> Other	<input type="checkbox"/> Issue Permit	Date:

(SEC – Special Event Committee)



Town of Clayton
Planning Department
 111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-5002
 Fax: 919-553-1720

SPECIAL EVENT ACTION ITEM REPORT

Planning Staff Contact: Bruce Naegelen: 919-280-1278

EVENT INFORMATION:

Event Name: Heart Chase **File Number:** 2014-28
Event Description: American Heart Association fundraising event. 4th annual. Fitness challenge on town square and a heart walk.

Event Date(s): May 16th, 2015 **Event Time(s):** 8:00 am to 2:00 pm
Event Location: Town Square
Event Coordinator: Kelly Millington **Contact Number:** 618-530-4264
Contact Email: Kelly.millington@heart.org
Attendees (Per Day): 500 Set-up at 6:00 am Clean-up by 3:00 pm

TOWN SERVICES REQUESTED:

Department / Division	Requested Services	Date/Time	Primary Contact	Contact Phone #
Electric Dept.	Use of electrical receptacles at Town Square	5/16/15	Dale Medlin	359-1292
Public Works	Roll-out carts 3 Trash 3 Recycle	Deliver – 5/15/15; Pick-up – 5/18/15	Steve Blasko	359-1287
Police Department	Off-duty officers for security at Registration Tent & Race Route safety	Town Square from 8 am to 12:00 pm	Capt. Herring	553-4611
Town Council	Closure of Town Square Parking lot & Fayetteville Street between Main & Second	5/16/15 from	6:00 am – 3:00 pm	

STAFF USE:

SEC Approval	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Date: 12/18/14	<input type="checkbox"/> No Council Action needed
Council Action	Presentation Date: 1/20/15 Consent Agenda Date:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	
Pending Actions	<input type="checkbox"/> DOT Road Closure Approval <input type="checkbox"/> ABC Permit Submittal <input type="checkbox"/> Other	<input type="checkbox"/> Issue Permit Date:	

(SEC – Special Event Committee)



Town of Clayton
Planning Department
 111 E. Second Street, Clayton, NC 27520
 P.O. Box 879, Clayton, NC 27528
 Phone: 919-553-5002
 Fax: 919-553-1720

SPECIAL EVENT ACTION ITEM REPORT
Planning Staff Contact: Bruce Naegelen: 919-280-1278
EVENT INFORMATION:

Event Name: A Soldiers Walk Home **File Number:** 2014-33
Event Description: Phillip Brown will walk from New Bern to Duke homestead in Durham to commemorate the end of the Civil War for all Veterans. In Clayton Mr. Brown will walk/march along Main Street from Compton House on Compton Street to the Town Square for a reception and he will camp out on the Town Square the evening of the may 18th.

Event Date(s): May 18th, 2015 **Event Time(s):** 6:45pm – 9:00pm
Event Location: Town Square
Event Coordinator: Pam Baumgartner **Contact Number:** 919-291-3672
Contact Email: pam <poddclyton@hotmail.com>
Attendees (Per Day): 150+

TOWN SERVICES REQUESTED:

Department / Division	Requested Services	Date/Time	Primary Contact	Contact Phone #
Public Works	3 Roll-out trash carts at Town Square	Deliver: 5/18/15 and Pick-up: 5/19/15	Steve Blasko	359-1287
Police Department	Provide controlled escort of Sam Brown in front of and behind the walkers.	5/18/15 between 6:45 pm and 7:15 pm (times approx.)	Lt Ken Lunger	796-6814
Town Council	Authorize use of Main Street from Compton Street to Town Square for public walk with Sam Brown and controlled escort by Clayton Police Department in front of and behind the walkers.	5/18/15 from 6:45 pm to 7:15 pm		

STAFF USE:

SEC Approval	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	Date: 12/18/14	<input type="checkbox"/> No Council Action needed
Council Action	Presentation Date: 1/20/15 Consent Agenda Date:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	
Pending Actions	<input type="checkbox"/> DOT Road Closure Approval <input type="checkbox"/> ABC Permit Submittal <input type="checkbox"/> Other	<input type="checkbox"/> Issue Permit Date:	

Town of Clayton
Amendment to the Code of Ordinances
Establishing a Process for Licensing of Peddlers
Operating Within the Town of Clayton

BE IT HEREBY ORDAINED BY THE TOWN COUNCIL FOR THE TOWN OF CLAYTON, NORTH CAROLINA THAT THE FOLLOWING SHALL BE AMENDED TO THE CODE OF ORDINANCES:

AMEND THE FOLLOWING AS TITLE XI, CHAPTER 115:

CHAPTER 115: PEDDLERS, TRANSIENT VENDORS, AND SOLICITORS

115.01	Definitions
115.02	Permit required
115.03	Permit application
115.04	Fees
115.05	Application review and permit issuance
115.06	Standards for issuance or denial of permit
115.07	Permit expiration and renewal
115.08	Badge and permit exhibition
115.09	Transfer prohibited
115.10	Permit revocation
115.11	Appeals
115.12	Prohibited acts
115.13	Exceptions to provisions
115.14	Violations
115.15	Severability
115.16	Criminal histories
115.99	Penalty

115.01 Definitions

For the purposes of this chapter, the following terms are defined as follows:

Peddling Transporting goods from place to place and selling or offering for sale such goods, or without traveling from place to place, selling or offering for sale any goods from any vehicle or

device; provided that separating the acts of sale and delivery for the purpose of evading the provisions of this article shall be deemed peddling.

Person Natural persons, corporations and all business or other entities of any kind.

Soliciting Traveling from place to place taking or offering to take orders for the sale of goods for future delivery or for personal services to be performed in the future, whether or not samples are displayed or money is collected in advance; and using or occupying any building or premises for the sole purpose of taking or offering to take orders for the sale of goods for future delivery or for personal services to be performed in the future, whether or not samples are displayed or money is collected in advance.

Transient vending Engaging in a temporary business of selling and delivering goods, and for this purpose, using or occupying any building or premises; provided that merely associating a transient business with a permanently established business does not exclude it from this definition.

115.02 Permit required

No person shall engage in peddling, soliciting or transient vending in the Town of Clayton without first obtaining a permit issued by the Town of Clayton Police Department unless an exemption applies under Chapter 115.13.

115.03 Permit application

Any person wanting to engage in peddling, soliciting or transient vending in the Town of Clayton shall submit to the Town of Clayton Police Department (the "department") a permit application on a form to be furnished by the department, which shall provide the following information and documentation:

- A. The name, the permanent address or the temporary address in the vicinity of Clayton, of the applicant;
- B. Proof of date of birth, address and identification of the applicant, to be provided through a driver's license or other legally recognized form of photo identification and proof of social security number;
- C. A brief description of the business or activity to be conducted including a description of the goods, wares, merchandise, food, periodicals, items or services to be sold or offered for sale;
- D. The proposed dates, hours and location for the proposed peddling, soliciting or transient vending;
- E. A description of any vehicle to be used in connection with the proposed peddling, soliciting or transient vending, including the year, make, model, body style, color and license number;
- F. The age, height, weight and other identifying information of the person proposing to engage in peddling, soliciting or transient vending;
- G. Written permission to use the proposed location signed by the property owner if the application is for transient vending on property not owned by the applicant;
- H. If employed in connection with the proposed peddling, soliciting or transient vending, the name, address and telephone number of the employer, or if acting as an agent, the name, address and telephone number of the principal on whose behalf the applicant is acting, with credentials in written form establishing the relationship and the authority of the employee or agent to act for the employer or principal, as the case may be;
- I. A list of any and all crimes of which the applicant has been convicted or has pleaded no contest to in the ten years preceding submittal of the application, describing the nature of the offense or violation, the penalty or punishment imposed, the date and place of the

- crime, the official file number of the criminal case, excluding minor traffic offenses not punishable by incarceration; the applicant shall provide a certified copy of his criminal record for the county of his permanent residence and for each county in which he has a conviction or plea of no contest in the ten years preceding the application, excluding minor traffic offenses not punishable by incarceration; the applicant shall list all registrations of the applicant as a registered sex offender with the State of North Carolina, any other state or a federal agency;
- J. Proof of possession of any license or permit which, under federal, state or local laws or regulations, the applicant is required to have in order to conduct the proposed business, or which, under any such law or regulation, would exempt the applicant for the licensing requirements of this article;
 - K. Two photographs of the applicant which shall have been taken within 60 days immediately prior to the date of filing of the application and show the head and shoulders of the applicant in a clear and distinguishing manner;
 - L. A description of all other licenses or permits, such as a privilege license, obtained by the applicant in connection with the proposed peddling, soliciting or transient vending;
 - M. The department shall make copies of all IDs or other credentials relied upon by the applicant;
 - N. If the applicant is an employer or principal, a separate application shall be submitted for each employee or person who will be peddling, soliciting or transient vending and a separate permit will be processed for each; and
 - O. The signature of and sworn verification of the application's contents by, each applicant and person who will be peddling, soliciting or transient vending.

115.04 Fees

- A. For each application, the applicant shall pay a \$50.00 nonrefundable fee to cover the cost of the town's processing the application and investigating the facts stated therein.
- B. The cost for a renewal application shall be \$25.00.
- C. All fees shall be payable to the Town of Clayton and shall be paid at the Customer Service Desk of the Clayton Town Hall at the time of submittal of the application.
- D. If an application is approved and a permit is issued, the \$50.00 nonrefundable fee will cover the cost of the issuance of the permit and badge.
- E. The permittee shall pay a fee of \$25.00 to cover the cost of a lost or stolen permit or badge.
- F. The fees included herein are subject to annual review by the Clayton Town Council.

115.05 Application review and permit issuance

- A. Upon receipt of an application, the police chief or designee (hereinafter "police chief") shall review the application and conduct an investigation to determine whether the standards of Chapter 115.06 are met.
- B. If the police chief finds the application meets the standards of Chapter 115.06, the police chief shall endorse his approval on the application and shall deliver the permit and badge to the applicant. The police chief shall make his determination within five days of submission of the application.
- C. The permit shall show the name, and address of the permittee, the class of permit issued, the kind of goods and services to be sold or delivered, the date of issuance, and the length of time that the permit shall be in effect. The permit shall also show the permit number and identifying description of any vehicle to be used in carrying on the business for which the permit is issued. The badge shall show the name, photograph, and the permit number of the permittee.

115.06 Standards for issuance or denial of permit

- A. If the application meets all of the following standards, it shall be approved and a permit shall be issued, if not the application shall be denied:
1. The application is complete and does not contain false information;
 2. The persons proposing to engage in the peddling, soliciting or transient vending may lawfully do so;
 3. The location and time of the proposed peddling, soliciting or transient vending would not endanger the safety and welfare of the peddlers, solicitors or transient vendors or their customers;
 4. The applicant for a peddler, solicitor, or transient vendor permit shall not have been convicted of a felony, misdemeanor or ordinance violation involving a sex offense, a controlled substance trafficking or sales offense or any violent acts against persons or property, such conviction being entered within the ten years preceding the date of application; nor shall they have been released from incarceration for such offense within one year preceding the date of application.
 5. The applicant for a peddler, solicitor, or transient vendor permit shall not be a person against whom a judgment based upon, or a criminal conviction for, fraud, forging, theft, uttering, deceit or misrepresentation or other actions or crimes of like nature involving moral turpitude has been entered within the ten years preceding the date of application; nor shall they have been released from incarceration for such offense within one year preceding the date of application.
 6. The applicant for a peddler, solicitor, or transient vendor permit shall not have been convicted of a felony violation involving murder, rape, manslaughter, or robbery.
 7. The applicant for a peddler, solicitor, or transient vendor permit shall not be a person registered as a sex offender with the State of North Carolina, any other state or a federal agency;
 8. There is proof as to the authority of the applicant to serve as an agent to the principal;
 9. The applicant for a peddler, solicitor, or transient vendor permit shall not have been denied a permit under this article within the immediate past year, unless the applicant can and does show to the satisfaction of the police chief that the reasons for such earlier denial no longer exist.
- B. In the case of denial, the police chief's denial and the reasons for denial shall be noted on the application, and the applicant shall be notified that his application is denied and that no permit will be issued. Notice shall be mailed to the applicant at the address shown on the application form, or at the applicant's last known address.

115.07 Permit expiration and renewal

Unless renewed, all permits issued under this chapter shall expire 30 days from the date of issuance, unless an earlier expiration date is noted on the permit. A permit may be renewed for an unlimited number of 30 day periods provided an application for renewal is made on a form provided by the department prior to the expiration of a current valid permit. The police chief shall review a renewal application for continuing compliance with the provisions of this chapter, and if the applicant is in compliance, the renewal permit shall be issued. Applications for renewal received after expiration of the relevant permit shall be treated as new applications.

115.08 Badge and permit exhibition

A badge shall be issued to every person authorized by a permit to engage in peddling, soliciting or transient vending. The badge shall show the name, photograph, and the permit number of the permittee. All persons engaging in peddling, soliciting or transient vending shall display the badge on the front of his or her person in a manner that is easily observable. Additionally, every person engaging in peddling, soliciting or transient vending shall keep on their person the permit and badge obtained under the provisions of this chapter and shall exhibit the permit and badge when requested to do so by any prospective customer, police officer, or Town of Clayton employee.

115.09 Transfer prohibited

It shall be unlawful for any person other than the permittee to use or wear any badge or permit issued under the provisions of this article.

115.10 Permit revocation

- A. Any permit issued under this article may be revoked or suspended by the police chief for any of the following reasons:
 - 1. Fraud, misrepresentation or false statement contained in the permit application;
 - 2. Fraud, misrepresentation or false statement made by the permittee in the course of peddling, soliciting or transient vending;
 - 3. Peddling, soliciting or transient vending contrary to the provisions contained in the permit;
 - 4. Conviction for any crime that would have prevented issuance of the permit in the first place;
 - 5. Conducting peddling, soliciting or transient vending in such a manner as to create a public nuisance, constitute a breach of the peace or endanger the health, safety or general welfare of the public; or
 - 6. The existence of any circumstance that would have been grounds for denial of the application in the first place.

- B. A permit that has been revoked and any badges associated therewith shall be immediately surrendered to the department.

115.11 Appeals

An applicant may appeal the denial or revocation of a permit by submitting a written notice of appeal to the Clayton Town Manager, specifying with particularity the grounds upon which the appeal is based. An appeal shall be submitted no later than ten days from the date of the denial or revocation of the permit in question. The town manager or designee shall fix a reasonable time for the hearing of the appeal, shall give due notice to all parties, and shall render a decision within a reasonable time. The town manager's decision shall be the town's final decision.

115.12 Prohibited acts.

- A. No person shall engage in peddling or soliciting at residences between the hours of 8:00 p.m. and 9:00 a.m.
- B. No person while peddling or soliciting shall enter upon any premises in the town where the owner or occupant or person legally in charge of the premises has posted a sign bearing the words "No Peddlers," "No Solicitors," "No Trespassing," or words of similar import or indicated similar instructions orally.
- C. No person shall engage in transient vending on property owned by another without the written permission of the property owner, which written permission shall be displayed upon demand of a police officer.

- D. It shall be unlawful for any person holding a permit to be aggressive, threatening or intimidating to any person.
- E. It shall be unlawful for any person holding a permit to fail to display the badge issued on the front of his or her person in a manner that is easily observable while engaged in peddling, soliciting, or transient vending in the Town of Clayton.
- F. It shall be unlawful for any person holding a permit to fail to present the permit, the badge issued and the photo identification submitted as part of the application process upon demand of a police officer, while engaged in peddling, soliciting or transient vending in the Town of Clayton.

115.13 Exceptions to provisions

The provisions of this article shall not apply:

- A. To the sale or solicitation of farm or dairy products by the producer;
- B. To organizations or representatives of organizations organized and operated exclusively for educational, benevolent, religious, fraternal, charitable or civic purposes and not operating for profit, and where such solicitation or sales are made without remuneration to the solicitor; or
- C. To actions undertaken at the prior request or invitation of the resident or occupant of the premises visited.

115.14 Violations

- A. It shall be unlawful for any person to violate any provision of this chapter or to violate any term or condition of a permit issued pursuant to this chapter.
- B. In addition to any criminal enforcement, the town or any individual may pursue any available civil remedies deemed appropriate and necessary.

115.15 Severability

The provisions of this chapter are declared to be severable. If any section, sentence, clause or phrase shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining sections, sentences, clauses or phrases of this article, and they shall remain in effect, it being the legislative intent that this article shall remain in effect notwithstanding the validity of any part.

115.16 Criminal histories

The Clayton Police Department is authorized to obtain criminal histories from the North Carolina State Bureau of Investigation and the Division of Criminal Information Network ("SBI/DCI") for the purpose of determining whether to grant or deny an application submitted pursuant to Chapter 115 of the Town of Clayton Ordinances. The Clayton Police Department will utilize the information obtained from the DCI network to, and only to, process background checks to determine whether to grant or deny a permit. Prior to denial or termination of a permit based upon criminal history records information received, the Clayton Police Department shall verify the existence of a record by either obtaining a certified public record or by submitting a fingerprint card of the applicant to the CIIS (Criminal Information and Identification Section/SBI) for verification that the criminal history record belongs to the applicant. The cost of submitting the fingerprint card to the CIIS shall be paid by the applicant.

115.99 Penalty

- A. Violators shall be guilty of a misdemeanor and, upon conviction, shall be fined not more than \$50.00, or imprisoned not more than 30 days. Each day that a person engages in peddling, transient vending, or soliciting in violation of this chapter constitutes a separate offense.
- B. The town may seek an injunction against any person engaging in peddling, transient vending or soliciting in violation of this chapter.

Duly adopted this _____ day of _____, 2015 while in regular session.

Jody McLeod
Mayor

ATTEST:

Kimberly Moffett, CMC
Town Clerk

MEMORANDUM

To: Steve Biggs, Town of Clayton
From: Travis Fluitt, P.E.
Kimley-Horn and Associates, Inc.
Date: January 13, 2015
Subject: Athletic Club Boulevard at Collinsworth Drive

Kimley-Horn has performed traffic counts and performed observations of existing traffic conditions at the intersection of Athletic Club Boulevard at Collinsworth Drive in an attempt to address concerns with drivers making the prohibited left turn from westbound Athletic Club Boulevard (ACB) into the Riverwood schools.

Traffic Observations

School traffic operations were observed the afternoon of December 3rd and the morning of December 4th 2014. Morning drop-off at Riverwood Middle School starts at 7:45 AM with classes starting at 8:05 AM. Queues for the middle school drop-off never reached ACB. Some left turns off of were observed ACB during the middle school drop-off.

Morning drop-off at Riverwood Elementary School runs from 8:25 to 8:45 AM. Queues extended back to ACB by 8:25 and at worst reached approximately halfway to Manning Drive. The queue had cleared off of ACB by 8:35 AM. No left turns from ACB into the school were observed during the elementary school drop-off, at least not while there was a standing queue back to ACB.

Riverwood Middle School lets out at 3:10 PM. The queue extended back to ACB by 3:15 PM but never wrapped around the corner onto ACB. This is because many parents park along the south side of ACB between Collinsworth Drive and Manning Drive or on Collinsworth Drive and wait for the students to come to them rather than waiting in the pick-up queue. Several of these parked vehicles were observed to make a U-turn at Collinsworth Drive to head back into the neighborhood after picking up. Several left-turns off of ACB into the schools were observed during the middle school pick-up but never when there was a standing queue back to ACB. The middle school pick-up was complete and all clear by 3:20 PM.

Although Riverwood Elementary School does not let out until 3:40, the pick-up queue extended back to ACB by 3:25 PM, back to Manning Drive by 3:35 PM, and past Manning Drive by 3:45. A school worker in an orange safety vest directed traffic at the intersection of ACB at Manning Drive from approximately 3:40 to 3:50 PM to allow students to cross the intersection under the supervision of school staff. Westbound ACB also backed up from Manning Drive to Collinsworth Drive at 3:50 PM due to students crossing at Manning Drive. The queue into the school was off ACB by 3:55 PM, and

pick-up was complete and clear by 4:05 PM. Some left turns off ACB were observed, but again never when the queue was back to ACB.

Traffic Counts

Intersection turning movement counts were performed at the intersections of ACB at Collinworth Drive and ACB at Manning Drive on December 3, 2014. The AM peak hour was determined to be from 7:45 to 8:45 AM, and the school PM peak hour was from 3:15 to 4:15 PM. The AM and school PM peak hour traffic volumes are shown on the attached Figure 1, and the traffic count data is attached. The count volumes confirm what was observed in the field with approximately 30 westbound left turns from ACB into the schools in the AM peak hour and 14 in the PM peak hour but none during the elementary school peak.

Recommendations

Based on our field observations, the traffic count data, and discussions with you, we recommend that a concrete median island be constructed at the intersection of ACB at Collinworth Drive to prohibit left turns from ACB onto Collinworth Drive in either direction but allow left turns from both sides of Collinworth Drive onto ACB. Other median restriction options were determined to be too detrimental to school traffic operations. The attached conceptual layout shows what such an island might look like. It should be noted that this island will also prohibit through movements on Collinworth Drive; however, the neighborhood street network (e.g. Manning Drive) provides alternate routes by which to accomplish these movements.

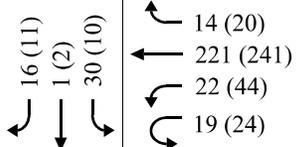
While not shown on the attached exhibit, we also recommend restriping the crosswalks at the intersection when the median is constructed. It is also worth noting that although the median on the western leg of ACB is shown in a bull-nose configuration, it could be left pull-back to allow the U-turn movement from eastbound to westbound ACB if desired.

Kimley-Horn has prepared an opinion of probable cost of construction for the recommended median island and is attached for reference. Assuming a 10 percent increase for contingency and 15 percent for design costs, the estimated construction cost for the median island is approximately \$20,000.

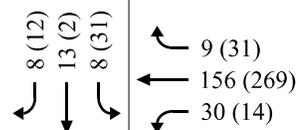
Please feel free to contact me with any questions or comments.



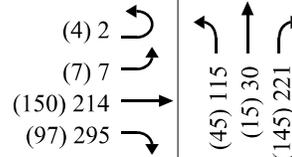
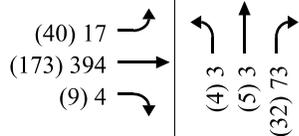
MANNING
DR.



COLLINSWORTH
DR.



ATHLETIC CLUB
BLVD.



PAYTON
DR.

LEGEND

XX AM PEAK HOUR
(XX) PM SCHOOL PEAK HOUR



RIVERWOOD SCHOOLS
CLAYTON, NC
TRAFFIC CAPACITY ANALYSIS

EXISTING (2014)
PEAK HOUR
TRAFFIC VOLUMES

FIGURE
1



RIVERWOOD SCHOOLS -
LEFT-OUT ALTERNATIVE
CONCEPTUAL LAYOUT

CLAYTON, NORTH CAROLINA
JANUARY, 2015



GRAPHIC SCALE



LEGEND

- PROPOSED EDGE OF TRAVEL
- PROPOSED MONOLITHIC ISLAND

COLLINSWORTH DR.

ATHLETIC CLUB BLVD.

PREPARED IN THE OFFICE OF:

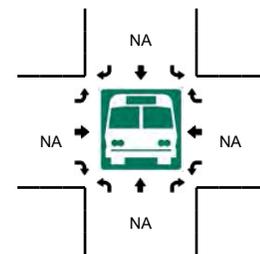
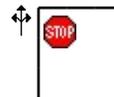
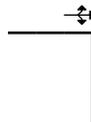
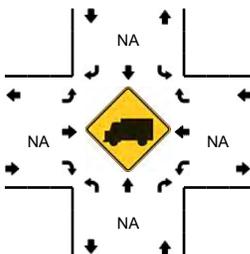
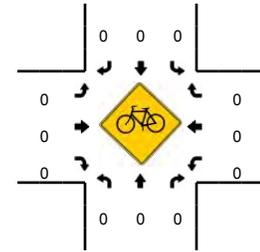
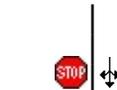
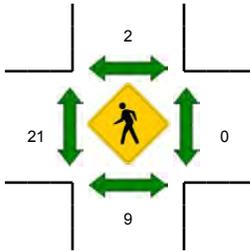
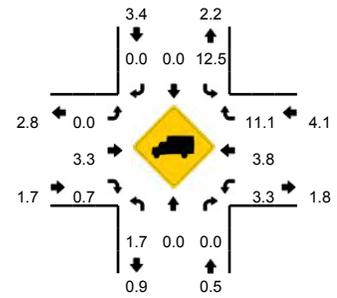
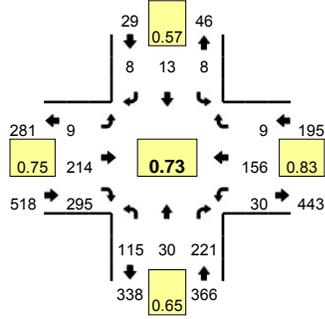
Kimley»Horn

8001 WESTON PARKWAY - CARY, NORTH CAROLINA 27513
PHONE (919) 677-2000 FE NO. P-002

LOCATION: Collinsworth Dr -- Athletic Club Blvd
CITY/STATE: Clayton, NC

QC JOB #: 13157703
DATE: Wed, Dec 03 2014

Peak-Hour: 7:45 AM -- 8:45 AM
Peak 15-Min: 8:30 AM -- 8:45 AM



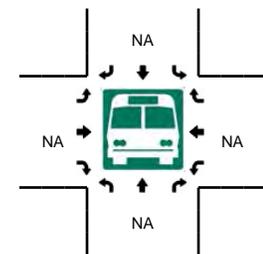
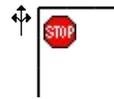
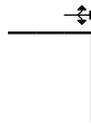
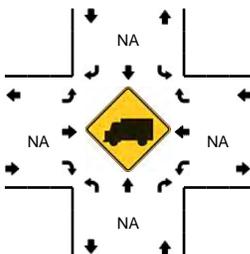
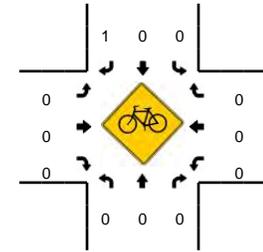
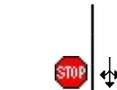
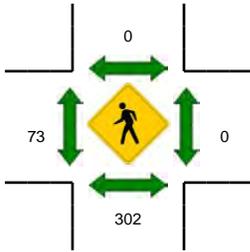
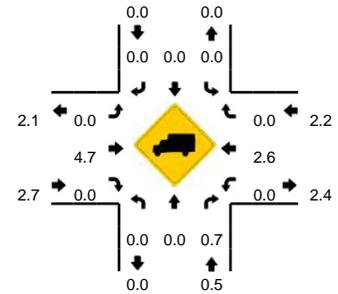
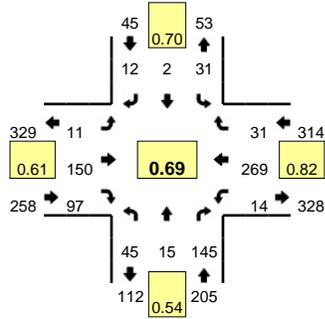
5-Min Count Period Beginning At	Collinsworth Dr (Northbound)				Collinsworth Dr (Southbound)				Athletic Club Blvd (Eastbound)				Athletic Club Blvd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	1	0	1	0	2	0	1	0	0	23	2	0	2	7	1	0	40	
7:05 AM	0	0	0	0	2	0	0	0	1	35	4	0	2	8	0	0	52	
7:10 AM	1	1	3	0	1	1	0	0	0	23	4	0	2	9	1	0	46	
7:15 AM	1	0	2	0	2	1	0	0	0	24	4	0	5	15	1	1	56	
7:20 AM	0	0	3	0	0	0	0	0	0	25	5	1	5	6	1	0	46	
7:25 AM	0	0	3	0	0	2	0	0	0	23	4	0	6	10	0	0	48	
7:30 AM	0	0	1	0	1	1	1	0	0	37	8	0	4	10	3	0	66	
7:35 AM	0	0	9	0	0	1	1	0	0	27	12	0	5	13	0	0	68	
7:40 AM	4	4	9	0	0	2	0	0	0	26	18	0	9	16	2	0	90	
7:45 AM	9	3	25	0	0	2	2	0	1	29	27	1	2	15	0	0	116	
7:50 AM	16	1	24	0	0	5	0	0	0	16	36	0	6	10	0	0	114	
7:55 AM	11	3	28	0	1	2	3	0	1	20	25	0	5	19	0	0	118	860
8:00 AM	12	5	28	0	1	2	0	0	0	19	14	0	7	8	1	0	97	917
8:05 AM	6	0	10	0	1	0	0	0	0	17	11	0	2	6	1	0	54	919
8:10 AM	0	0	0	0	0	0	1	0	0	13	3	0	2	11	0	0	30	903
8:15 AM	0	1	2	0	1	1	0	0	1	11	9	0	5	3	2	0	36	883
8:20 AM	0	1	4	0	1	1	0	0	2	13	19	1	1	9	2	0	54	891
8:25 AM	9	1	24	0	0	0	1	0	1	25	30	0	0	19	2	0	112	955
8:30 AM	20	4	24	0	3	0	1	0	0	20	35	0	0	17	1	0	125	1014
8:35 AM	12	5	33	0	0	0	0	0	1	14	43	0	0	22	0	0	130	1076
8:40 AM	20	6	19	0	0	0	0	0	0	17	43	0	0	17	0	0	122	1108
8:45 AM	14	4	32	1	0	0	1	0	0	13	19	1	1	10	0	0	96	1088
8:50 AM	5	1	9	0	2	0	1	0	0	19	1	0	1	7	0	0	46	1020
8:55 AM	2	1	2	0	5	0	0	0	1	9	0	0	2	8	3	0	33	935
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	208	60	304	0	12	0	4	0	4	204	484	0	0	224	4	0	1508	
Heavy Trucks	0	0	0	0	0	0	0	0	0	8	0	0	0	20	0	0	28	
Pedestrians		12				4				28				0			44	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Railroad																		
Stopped Buses																		

Comments:

LOCATION: Collinsworth Dr -- Athletic Club Blvd
CITY/STATE: Clayton, NC

QC JOB #: 13157704
DATE: Wed, Dec 03 2014

Peak-Hour: 3:15 PM -- 4:15 PM
Peak 15-Min: 3:50 PM -- 4:05 PM



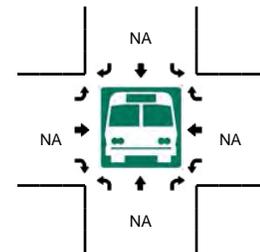
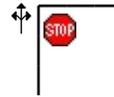
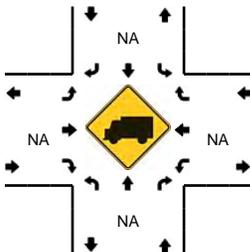
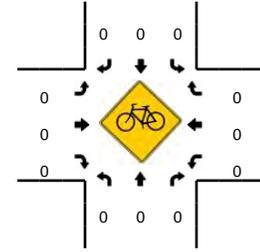
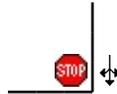
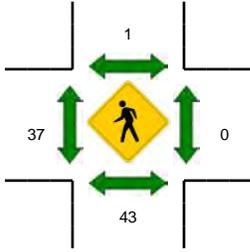
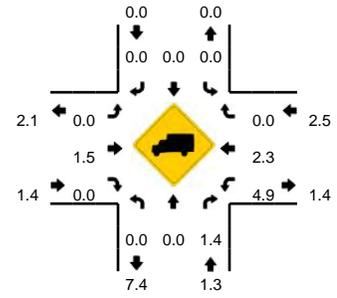
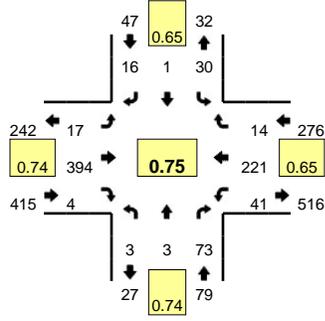
5-Min Count Period Beginning At	Collinsworth Dr (Northbound)				Collinsworth Dr (Southbound)				Athletic Club Blvd (Eastbound)				Athletic Club Blvd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
2:30 PM	2	0	3	0	1	0	0	0	1	9	1	0	2	16	2	0	37	
2:35 PM	0	0	0	0	1	0	0	0	0	13	2	0	0	21	2	0	39	
2:40 PM	1	0	2	0	1	0	0	0	0	12	1	0	7	25	4	0	53	
2:45 PM	1	0	2	0	0	0	1	0	0	14	2	0	4	13	2	0	39	
2:50 PM	1	0	3	0	3	0	0	0	1	10	1	0	4	7	3	0	33	
2:55 PM	0	0	1	0	0	0	0	0	0	17	2	0	2	13	2	0	37	
3:00 PM	0	0	2	0	0	0	0	0	0	9	1	0	5	20	1	0	38	
3:05 PM	1	0	2	0	2	0	0	0	0	10	3	0	0	26	2	0	46	
3:10 PM	1	0	1	1	1	0	0	0	0	6	2	2	1	20	3	0	38	
3:15 PM	1	0	34	0	5	1	2	0	2	22	6	3	1	22	1	0	100	
3:20 PM	0	0	17	0	2	0	1	0	0	13	4	0	3	22	5	2	69	
3:25 PM	0	0	1	0	5	0	0	0	1	10	0	1	0	30	5	0	53	582
3:30 PM	1	0	3	0	2	0	0	0	0	13	0	0	0	29	2	0	50	595
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3:40 PM	2	1	7	0	0	0	0	0	0	9	1	0	0	19	4	0	43	596
3:45 PM	4	3	15	0	2	0	4	0	0	2	13	0	0	24	3	0	70	627
3:50 PM	8	3	23	0	2	0	3	0	2	13	41	0	0	24	1	0	120	714
3:55 PM	11	2	17	1	2	0	1	0	2	13	16	0	1	22	3	0	91	768
4:00 PM	11	4	15	0	5	1	0	0	0	16	2	0	4	26	1	0	85	815
4:05 PM	2	1	7	0	3	0	0	0	0	11	1	0	2	14	3	0	44	813
4:10 PM	3	0	4	0	0	0	1	0	0	14	0	0	1	22	2	0	47	822
4:15 PM	3	0	1	0	2	1	0	0	0	13	0	0	1	22	0	0	43	765
4:20 PM	3	0	2	0	0	0	0	0	0	16	1	0	0	16	0	0	38	734
4:25 PM	2	1	3	0	1	0	0	0	0	10	0	0	0	21	3	0	41	722
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	120	36	220	4	36	4	16	0	16	168	236	0	20	288	20	0	1184	
Heavy Trucks	0	0	0		0	0	0		0	8	0		0	12	0		20	
Pedestrians		40				0				4				0			44	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Railroad																		
Stopped Buses																		

Comments:

LOCATION: Manning Dr/Payton Dr -- Athletic Club Blvd
CITY/STATE: Clayton, NC

QC JOB #: 13157701
DATE: Wed, Dec 03 2014

Peak-Hour: 7:45 AM -- 8:45 AM
Peak 15-Min: 8:30 AM -- 8:45 AM

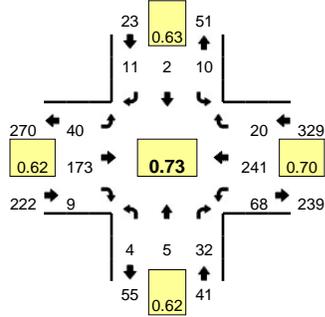


5-Min Count Period Beginning At	Manning Dr/Payton Dr (Northbound)				Manning Dr/Payton Dr (Southbound)				Athletic Club Blvd (Eastbound)				Athletic Club Blvd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
7:00 AM	0	1	2	0	0	0	0	0	2	20	0	0	0	12	0	0	37	
7:05 AM	0	0	6	0	4	0	0	0	2	32	0	0	1	8	1	0	54	
7:10 AM	2	0	4	0	0	0	1	0	1	22	0	0	0	6	2	0	38	
7:15 AM	0	0	12	0	0	0	2	0	0	16	0	0	5	11	0	0	46	
7:20 AM	0	1	5	0	2	0	1	0	1	23	0	0	1	6	0	0	40	
7:25 AM	1	0	8	0	2	0	0	0	0	21	1	0	0	8	1	0	42	
7:30 AM	2	2	12	0	5	0	0	0	0	26	0	0	2	8	1	0	58	
7:35 AM	0	0	10	0	3	0	1	0	1	28	0	0	1	14	1	0	59	
7:40 AM	0	0	8	0	0	0	0	0	4	36	0	1	3	12	1	0	65	
7:45 AM	0	1	8	0	1	0	0	0	0	51	0	1	2	20	3	2	89	
7:50 AM	1	0	6	0	3	0	0	0	3	40	0	0	2	25	0	1	81	
7:55 AM	0	0	6	0	7	1	0	0	1	29	0	0	2	21	1	3	71	680
8:00 AM	0	0	7	0	3	0	0	0	1	20	0	0	3	17	1	2	54	697
8:05 AM	0	2	5	0	1	0	3	0	1	18	0	0	0	11	2	1	44	687
8:10 AM	0	0	3	0	1	0	0	0	1	14	0	0	1	13	1	0	34	683
8:15 AM	0	0	4	0	0	0	2	0	2	14	1	0	1	1	0	1	26	663
8:20 AM	0	0	7	0	3	0	0	0	2	35	1	0	1	8	0	2	59	682
8:25 AM	1	0	9	0	1	0	3	0	2	48	0	1	0	20	1	0	86	726
8:30 AM	0	0	2	0	2	0	2	0	1	51	0	0	5	31	2	1	97	765
8:35 AM	1	0	8	0	4	0	6	0	0	39	0	0	3	25	1	0	87	793
8:40 AM	0	0	8	0	4	0	0	0	1	35	2	0	2	29	2	6	89	817
8:45 AM	0	0	9	0	1	0	0	0	1	18	0	0	5	20	3	1	58	786
8:50 AM	0	0	2	0	3	0	0	0	0	16	0	0	3	7	1	1	33	738
8:55 AM	0	0	1	0	0	0	1	0	1	7	0	2	1	10	0	0	23	690
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	4	0	72	0	40	0	32	0	8	500	8	0	40	340	20	28	1092	
Heavy Trucks	0	0	4	0	0	0	0	0	0	4	0	0	4	12	0	0	24	
Pedestrians		40			0					40				0			80	
Bicycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Railroad																		
Stopped Buses																		

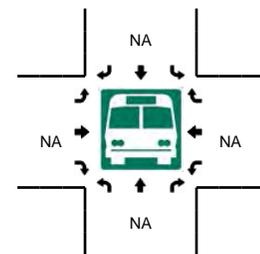
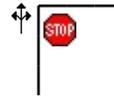
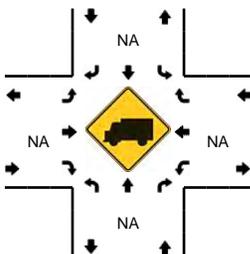
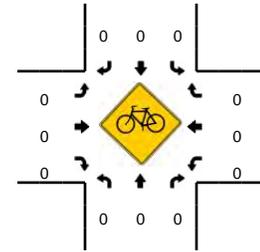
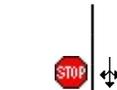
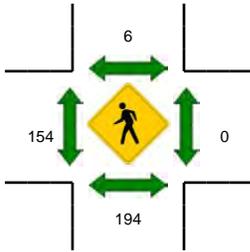
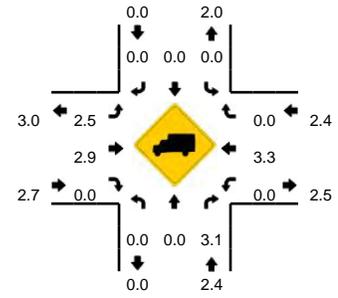
Comments:

LOCATION: Manning Dr/Payton Dr -- Athletic Club Blvd
CITY/STATE: Clayton, NC

QC JOB #: 13157702
DATE: Wed, Dec 03 2014



Peak-Hour: 3:20 PM -- 4:20 PM
Peak 15-Min: 3:50 PM -- 4:05 PM



5-Min Count Period Beginning At	Manning Dr/Payton Dr (Northbound)				Manning Dr/Payton Dr (Southbound)				Athletic Club Blvd (Eastbound)				Athletic Club Blvd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
2:30 PM	0	1	1	0	0	0	0	0	1	8	0	2	5	12	1	0	31	
2:35 PM	1	0	2	0	0	1	0	0	2	12	1	2	1	17	1	2	42	
2:40 PM	0	0	0	0	1	0	0	0	2	12	3	0	0	16	2	1	37	
2:45 PM	0	1	1	0	3	0	0	0	0	12	0	0	10	9	2	0	38	
2:50 PM	1	0	1	0	2	0	0	0	0	8	2	0	0	5	0	2	21	
2:55 PM	0	0	5	0	2	0	0	0	0	13	0	1	0	10	0	2	33	
3:00 PM	0	0	1	0	1	0	1	0	0	8	1	0	1	8	1	7	29	
3:05 PM	0	1	2	0	0	0	0	0	0	10	0	1	3	17	0	9	43	
3:10 PM	1	0	2	0	0	0	0	0	1	5	1	1	4	12	1	5	33	
3:15 PM	0	1	1	0	0	0	0	0	1	8	0	0	5	7	0	3	26	
3:20 PM	1	1	5	0	0	0	1	0	1	12	0	2	5	23	2	2	55	
3:25 PM	0	1	5	0	3	1	0	0	2	8	0	0	7	14	1	4	46	434
3:30 PM	0	0	0	0	1	0	1	0	5	18	0	1	1	20	3	4	54	457
3:35 PM	1	1	1	0	0	0	0	0	5	26	1	6	2	17	1	0	61	476
3:40 PM	0	0	1	0	1	0	2	0	7	18	0	3	4	14	1	3	54	493
3:45 PM	0	0	0	0	0	0	1	0	3	1	0	0	0	14	1	0	20	475
3:50 PM	1	1	6	0	0	0	3	0	1	29	2	1	5	29	3	8	89	543
3:55 PM	1	0	5	0	3	1	2	0	0	18	1	0	5	29	1	1	67	577
4:00 PM	0	1	2	0	1	0	0	0	0	13	3	0	7	24	4	1	56	604
4:05 PM	0	0	0	0	0	0	0	0	1	11	1	1	2	13	1	0	30	591
4:10 PM	0	0	4	0	0	0	0	0	1	10	0	0	4	19	2	0	40	598
4:15 PM	0	0	3	0	1	0	1	0	0	9	1	0	2	25	0	1	43	615
4:20 PM	0	0	2	0	1	0	2	0	1	12	0	0	3	17	0	0	38	598
4:25 PM	0	1	2	0	1	1	0	0	1	9	1	0	3	18	2	0	39	591
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	8	8	52	0	16	4	20	0	4	240	24	4	68	328	32	40	848	
Heavy Trucks	0	0	0		0	0	0		0	8	0		0	20	0		28	
Pedestrians		196				16				200				0			412	
Bicycles	0	0	0		0	0	0		0	0	0		0	0	0		0	
Railroad																		
Stopped Buses																		

Comments:

Athletic Club Blvd and Collinsworth Dr
Opinion of Probable Cost
January 5, 2015

DESCRIPTION	UNIT	QUANT	ITEM PRICE	UNIT TOTAL
MOBILIZATION	LS	1	\$ 771.50	\$ 771.50
CONSTRUCTION SURVEYING	LS	1	\$ 500.00	\$ 500.00
TESTING	LS	1	\$ 250.00	\$ 250.00
CLEARING & GRUBBING	LS	1	\$ 500.00	\$ 500.00
UNCLASSIFIED EXCAVATION	CY	55	\$ 8.00	\$ 440.00
BORROW EXCAVATION	CY	50	\$ 10.00	\$ 500.00
REMOVAL OF EXISTING ASPHALT PAVEMENT	SY	25	\$ 15.00	\$ 375.00
FINE GRADING (3,500 SY)	LS	1	\$ 250.00	\$ 250.00
ASPHALT CONC BASE COURSE (5" Depth), TYPE B25.0B	SY	50	\$ 22.00	\$ 1,100.00
ASPHALT CONC INTERMEDIATE COURSE (4" Depth), TYPE I19.0B	SY	25	\$ 20.00	\$ 500.00
ASPHALT CONC SURFACE COURSE (3" Depth), TYPE S9.5B	SY	25	\$ 17.00	\$ 425.00
ASPHALT WEDGING, TYPE S9.5B	TON	5	\$ 60.00	\$ 300.00
1'-6" CONCRETE CURB & GUTTER	LF	150	\$ 15.00	\$ 2,250.00
5" MONOLITHIC CONCRETE ISLANDS (SURFACE MOUNTED)	SY	55	\$ 60.00	\$ 3,300.00
CONTRACTOR FURNISHED TYPE "E" SIGNS	LS	1	\$ 250.00	\$ 250.00
TRAFFIC CONTROL	LS	1	\$ 2,500.00	\$ 2,500.00
THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	LF	150	\$ 1.00	\$ 150.00
THERMOPLASTIC PAVEMENT MARKING LINES (24", 120 MILS)	LF	40	\$ 6.00	\$ 240.00
THERMOPLASTIC MARKING SYMBOL (90 MILS)	EA	3	\$ 105.00	\$ 315.00
REMOVAL OF PAVEMENT MARKING LINES (4")	LF	150	\$ 1.50	\$ 225.00
PERMANENT RAISED PAVEMENT MARKER	EA	10	\$ 6.00	\$ 60.00
EROSION CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00
			Total Primary Bid \$	16,201.50

Notes:

- The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.
- Opinion of Probable Cost does not include cost for right-of-way, easement acquisition or utility relocations.
- Cost does not include additional overlay due to restriping, if required by governing agency.
- Engineer used recent cost data from recent similar projects.
- Assumed pavement section is 5" B25.0B, 4" I19.0B and 3" S9.5B.
- Opinion of Probable Cost does not include Cost for landscaping.

Jody L. McLeod
MAYOR

Bruce Thompson
TOWN ATTORNEY

Steve Biggs
TOWN MANAGER



Bob Satterfield
Art Holder
Jason Thompson
R.S. "Butch" Lawter, Jr.
COUNCIL MEMBERS

Michael Grannis
MAYOR PRO TEM

December 15, 2014

Memorandum

To: Mayor Jody L. McLeod
Michael Grannis, Mayor Pro Tem
Bob Satterfield, Councilman
R.S. "Butch" Lawter, Councilman
Art Holder, Councilman
Jason Thompson, Councilman

From: Steve Biggs, Town Manager

Handwritten initials "SB" in black ink.

Subject: Proposal for Downtown Project

Background

The Town Council has directed that the Library achieve recognition from the State Library System as an independent library. In furtherance of this project the Town staff began to evaluate alternatives for expanded space as essential to meet the need for growth in the library collection and innovative services more consistent with trends in modern library operations.

One alternative that was identified and evaluated would be to expand into a downtown building. Among those buildings identified was the former "ABC Plumbing Building" located on Main Street and owned by First Citizens Bank.

Staff visited the building on several occasions. The building is currently vacant and in major disrepair. Based on the series of visits the staff became concerned that the deteriorated condition of the building could become a blight on the downtown and adversely impact downtown building values. The input of the Mayor was requested and based on that input we took the step of performing a degree of due diligence by having an inspection performed by an independent structural engineer. The inspection report is attached herewith.

Considerations

The ABC Plumbing Building represents an opportunity to address several goals and concerns. Firstly, the building is in foreclosure and does not appear to be marketable in its current condition. The building has meaningful historic significance and it is located in a prominent, but transitional area of Downtown. If it continues to deteriorate a historic asset will be lost and it will no doubt become a nuisance and devalue adjacent buildings.

Secondly, the Town is in need of expanded area to facilitate growth in library services. Although this goal first drew the Town staff to the building, I believe it is secondary to the above goal.

Thirdly, the property on which the building stands runs all the way through to the railroad right-of-way. It includes a warehouse building that is entirely dilapidated. The back area between the Main Street buildings and the railroad right-of-way is prime for development of public parking that is badly needed to support continued growth and stability of the Downtown business sector. Recent growth in new businesses has put parking at a premium. The Town has previously developed a design that fits to this area, but needs to own or control the properties before making investment in new parking facilities.

The project cost estimate is \$500,000 to \$600,000 plus acquisition.

Conclusions

The Town has made the decision that it will not seek financing on real property or rolling stock in favor of improving debt ratios in anticipation of a future bond referendum. The Council has also recently authorized substantial expenditure from reserves for real property acquisitions for parks properties. It would not be prudent to reach further into reserves at this time.

The Staff has identified a means to finance the acquisition and a portion of the rehabilitation cost of this building. By present value sale of a communications lease on an elevated water storage tank we can raise approximately \$250,000 in capital.

We would ask the Council to consider use of these funds to acquire the ABC Plumbing Building at a cost of \$150,000. The balance of funds raised would be used as grant funds in conjunction with an RFP process to identify a suitable private sector partner for rehabilitation of the building. Upon rehabilitation the building could be rented back from the investor for use as a library for an interim period during which the investor could capture historic preservation tax credits.

The purpose of this memorandum is to formally introduce the project to the Council for your consideration.



120 St. Mary's Street
Raleigh, NC 27605
919.833.0495
LysaghtAssociates.com

6/20/2014

MRB
CAL

**PRELIMINARY STRUCTURAL REPORT AND ESTIMATE ON 220 E. MAIN ST.
220 E. Main St.
Clayton, NC**

Prepared for: Steve Biggs
Town Manager
Town of Clayton, NC

Prepared by: Mark Blankinship
Reviewed by: Charles Lysaght
Lysaght & Associates, P.A.
120 St. Mary's St.
Raleigh, NC 27605

The purpose of this report is to provide a preliminary structural analysis of the building at 220 E. Main St. and a budget estimate on the cost to make any necessary structural upgrades and prepare the building to be renovated to a shell condition ready for upfit by a future tenant. The Town of Clayton requested this information as part of their due diligence in considering a purchase of the building.

Building Description

The building was constructed about 1915 and is located at 220 E. Main St. in Clayton, NC. The original building included the adjacent space at 218 E. Main St.. A wall was constructed in the middle of the original building at some time such that 218 and 220 are approximately the same size. This report refers only to 220 E. Main. There is a separate warehouse building in the rear of the property which is not included in this report.

The exterior walls of the building are brick masonry and the building consists of (2) floors. The wall that is shared with 218 E. Main is a wood frame wall. The existing floor joists on the first and second floors are solid sawn lumber and the roof framing is solid sawn wood trusses. The joists and trusses run side to side and bear in the masonry exterior wall and the wood shared wall. There is a masonry foundation wall that runs through the center of the building that supports the first floor joists. Steel beams have been installed at mid-span of the second floor joists in the rear section of the building. The beams do not extend all the way to the front. The roof trusses span the full width of the building.

The width of the building is approximately 30' and the depth is approximately 83'. The total area of the building is approximately 4,980 sf (2,490/floor). Additional detail on the building is provided in this report and on sheets S101, S102, and S103.

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Budget Estimate Clarifications and Assumptions	6
Budget Estimate	7 - 9
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Disclaimers and Qualifications	12
Site Pictures	13,14

DocuSigned by:
Charles Lysaght
D6C8ADE8C2A2471...

6/24/2014



LA - 10235: 220 E. Main St, Clayton, NC

6/20/2014

MRB

CAL

EXECUTIVE SUMMARY

The building can be made suitable for future commercial use by performing structural upgrades to the building. The first floor should be removed and replaced with a concrete slab on grade due to the condition of the existing floor joists and floor. The second floor can be reinforced to support office and assembly live load by adding steel beams at mid-span. The existing roof trusses need to be reinforced at the connections to adequately support the roof loads. These structural reinforcements are explained in the structural recommendations section of this report.

We have completed a budget estimate that includes the above structural reinforcements to the building as well as the cost to renovate the building to a shell condition such that the building will be ready for an unfit by a future tenant. The items included in the budget estimate are listed in the Budget Estimate section of this report.

This report is intended to assist the Town of Clayton in their due diligence analysis of the building.

LA - 10235: 220 E. Main St, Clayton, NC

6/20/2014

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Structural Reinforcements

Below is the structural data on the building and the recommendations for structural reinforcement. The information is presented by floor:

Foundation and First Floor

Existing data:

1. The foundation walls are masonry and include a masonry wall at midspan that support the floor joists.
2. The floor joists are 2" x 10" spaced at 16" o.c spanning 14'.
3. The original floor is 1 x 6 wood. In locations, another 3/4" x 3 +/- floor has been added.
4. There is an existing 4" x 6" heavy timber beam supported by heavy timber columns in the rear of the building at mid-span. This is a dropped beam in the ceiling supporting the 2nd floor.
5. Steel columns and beams have been added in the center of the building at mid-span along the same line as the heavy timber beams in the rear. The steel does not extend to the front of the building.
6. There are numerous non-load bearing wood stud walls and dropped ceilings that have been installed after the original construction.
7. A new stairwell to the second floor has been installed on the right center of the building. The original stairwell is in the right rear corner.
8. There is an old lift/elevator in the rear of the building.
9. The ceiling height to the original tin ceiling attached to the bottom of the second floor joists is 13'+-.

Condition:

1. The crawl space is very shallow and not accessible.
2. The floor joists have deteriorated and have insect damage.
3. The floor is sloping badly, particularly in the rear.
4. The exterior walls appear to be in good condition with limited access for inspection.
5. The added non-structural walls and offices are in fair condition, but specific to previous use.

Recommendations:

1. Remove the existing floor system, salvage old wood flooring where possible.
2. Pour a new slab on grade floor system on washed stone.
3. Demolish the existing non-structural walls and flooring.
4. Remove drywall/plaster from the existing masonry walls.
5. Remove the existing MEP systems safely. An analysis will need to be made by an MEP engineer to determine available MEP capacity and load/utility needs.
6. Examine the exterior walls (beam pockets, etc.) and the interior load bearing beams and columns for adequacy after demolition of the non load bearing walls.
7. Optional - Add steel columns and beams in the front of the building at mid-span along the line of the existing beams to support the second floor joists if the owner chooses this option to upgrade the second floor to allow for 100 psf loading, See item 5 in second floor recommendations below for explanation.
8. Have an elevator company inspect/test the existing lift. This may be kept as a novelty as it would not meet code to operate as an elevator.

Second Floor

Existing data:

1. The existing floor joists are 2 1/4" x 14" at 12" o.c. spanning 28'. Dropped beams have been added in the center of the building and there is an existing timber beam in the rear that provides mid span support.
2. The joists bear in masonry beam pockets on the exterior wall and on top of the 2 x 6 shared wall.
3. The original floor material is 1 x 6 wood. Plywood flooring has been installed over and/or replaced the

original flooring in most locations. There is some tile floor in the rear of the building.

4. The ceiling height to the bottom of the roof trusses is 10'+-.
5. There are numerous non-structural walls, dropped ceilings, and a bathroom that have been added after original construction.
6. The original ceiling is 1 x 4 tongue and groove wood attached directly to the bottom of the roof trusses.

Condition:

1. There is no apparent excessive sagging or sloping of the second floor.
2. The floor joists appear to be in good shape pending inspection after demolition.
3. The wood ceiling is in fair to poor condition based on limited inspection.
4. The non-structural walls and ceilings are in fair condition, but are specific to the previous tenant.

Recommendations

1. Inspect the joist bearing conditions, particularly the masonry beam pockets, after demolition. If the pockets are not adequate, a steel support angle may need to be installed to support the joists.
2. Demolish and remove the non-structural walls, ceilings, and bathroom.
3. Remove the drywall and plaster from the exterior walls to expose the brick.
4. Expose and repair the existing wood floor. Refinish the floors when patched if possible.
5. The intermediate steel and wood beams supporting the second floor joists at midspan can be removed to open up the first floor and the second floor joists will be acceptable for office loading (50 psf). If the owner chooses to upgrade the loading capability to assembly (100 psf), there are 2 options:
 - 5a. Install steel columns and beams at mid-span continuing the existing steel beam line to the front.
This option is included in the base budget estimate in this report.
 - 5b. Sister new LVL's to the existing second floor joists. The number of LVL's to add (ie - every other or every third joist) depends on additional structural analysis.
6. The Town of Clayton has indicated that it may want to remove a portion of the second floor at the front of the building for a 2 story space. If this is the case, extra steel will need to be added to provide lateral stability to the front and side walls in the area where the second floor would be removed. The cost of this option is included in Alternate A-2 in the budget estimate section of this report.

Roof

Existing data:

1. The existing roof trusses are constructed of solid sawn lumber (see S103 for details) that are spaced at 2' on center and span the full width of the space (30' +-).
2. The roof trusses bear on the exterior masonry wall and on top of the 2 x 6 shared wall.
3. There is no attic insulation. There may be insulation in the roof system.
4. The attic space is open to the adjacent attic at 218 E. Main St.
5. The roof slopes from front to back and the slope is achieved by different roof truss profiles (heights). There are masonry parapets on the front and sides and the drainage is to the rear. There is one area of ponding toward the rear of the roof and one conduit opening that needs to be patched. There does not appear to be extensive roof leakage, except for some water infiltration in the rear of the building.
6. The roof decking is 1 x 8 wood material.

Condition:

1. The roof trusses appear to be in good condition, but will need structural reinforcement.
2. The bearing of the trusses at the masonry walls will need to be investigated further after demolition.
3. The roof decking appears to be in good condition based on limited inspection.
4. The roof appears to be in fairly good condition.
5. Note - The exterior masonry appears to be in fairly good condition given the age of the building. Further inspection should be made after vegetation has been removed from the rear of the building.

Recommendations:

1. Have a roof consultant verify the roof conditions. Recommend Jeff Spady.
2. we will need to do an analysis on the roof trusses, but it is likely that the connections will need to be

reinforced with bolts and additional horizontal bracing will need to be added.

3. Assess the condition of the second floor wood ceiling. If it is going to be removed, remove it prior to roof truss reinforcements.

4. Inspect the roof truss bearing locations and conditions after demolition and reinforce if necessary.

LA - 10235: 220 E. Main St, Clayton, NC

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Budget Estimate Clarifications and Assumptions

There is a description in each line item cost of the budget estimate, which is included in this report. However, please note the following list of clarifications and assumptions for additional clarity:

1. The Structural Reinforcement recommendations listed in this report are included in the budget Estimate.
2. A line item allowance is included for permits and fees.
3. Demolition of all non-structural walls and ceilings is included.
4. There is an allowance for electrical distribution to the building
5. There is an allowance for water and sewer distribution to the building. We do not know if the water and sewer currently serving the building is adequate.
6. There is an allowance for exterior masonry tuckpointing.
7. We have included an estimated cost for installing a CMU firewall for a firewall separation at the shared wall. It may be feasible to install a sheetrock firewall instead. This will need to be investigated further by an architect and the building officials.
8. The cost of a fire sprinkler system is not included in the base budget estimate, but is included as alternate.
9. Demolition to expose the exterior brick walls is included.
10. The cost of 2 bathrooms for the first floor are included, but none on the second floor. The requirements for bathrooms would need to be investigated by an architect.
11. The second floor remains in place in the budget estimate as useable space. There is an alternate to remove the front 1/2 of the second floor and add building bracing reinforcement as a result.
12. It is assumed that all of the existing MEP systems will be safely removed.
13. There is an allowance for shell HVAC
14. There is an allowance for Shell electrical which only includes installation of electrical panels and minimal lighting.
15. There is an allowance for upgrading the storefront which assumes that the original opening remains the same.
16. There is an allowance for investigating the existing elevator/lift, but leaving it in place and assuming that it is non-functional for public use.
17. There is a roof repair allowance that assumes the roof will not be replaced, but repaired.
18. The estimate includes removing the existing stairwell in the right center of the building and restoring the stairwell in the right rear of the building.
19. The budget estimate includes construction costs only and only those items specifically listed in the budget estimate. Architect/Engineer and other professional fees are not included in the estimate.
20. The estimate includes an allowance for restoring the tin ceiling in the first floor. This includes painting only, not stripping to original metal.



120 St. Mary's Street
 Raleigh, NC 27605
 919.833.0495
 LysaghtAssociates.com
 Firm No. C-0621

Updated: 6/20/2014

220 E. Main St., Clayton, NC

BUDGET ESTIMATE SUMMARY - See Budget Estimate Clarifications

PROJECT : 220 E. MAIN ST. RENOVATION
 LOCATION : CLAYTON, NC
 ENGINEER : LYSAGHT & ASSOCIATES
 OWNER : TOWN OF CLAYTON
 BUILDING TYPE : BRICK MASONRY AND WOOD STRUCTURE

TOTAL AREA: 4,980 SF

CURRENT TOTAL: \$597,987

CODE	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
100	Permit Fees Allowance -	1	LS	5,000.00	5,000
110	General Contractor General Conditions - Supervision, etc.	1	LS	62,500.00	62,500
200	Hazardous Material Removal and testing - None - By owner, if any	1	LS	0.00	0
210	Plumbing demo/cap as needed (2 men at 4 days @ \$45/hr)	1	LS	2,880.00	2,880
215	Electrical demo, safe the building, and temporary power	1	LS	7,500.00	7,500
220	HVAC Investigation, unhook, and demo (3 men at 3 days @ \$45)	1	LS	3,240.00	3,240
230	Demolish all non-structural walls, ceilings, materials down to structure	1	LS	35,000.00	35,000
235	Temporary bracing for exterior walls prior to first floor demo	1	LS	4,750.00	4,750
240	Remove first floor system including mid span foundation wall - salvage floor	1	LS	10,800.00	10,800
245	Demo second floor wood ceiling	1	LS	2,850.00	2,850
250	Temporary Shoring at stairwell to be closed and at rehab of original stairwell.	1	LS	4,150.00	4,150
260	Landscape allowance	1	LS	2,500.00	2,500
300	Install washed stone in the first floor crawl space prior to slab pour	216	TNS	45.00	9,720
305	Install 4" concrete slab on grade for first floor - includes sawcuts. poly, etc.	35	CYDS	565.00	19,775
310	Thickened slabs/piers for columns	6	EA	785.00	4,710
315	Miscellaneous concrete sidewalk repairs/rear pad	450	SF	5.50	2,475
400	Exterior Masonry tuckpointing allowance	1	LS	7,500.00	7,500
405	Interior tuckpointing allowance	1	LS	5,000.00	5,000
410	Allowance to re-work beam pockets and truss bearing at masonry	1	LS	8,500.00	8,500
415	Install an 8" or 4" cmu firewall at the shared wall	2,075	SF	8.50	17,638
500	Remove Stairwell beam and columns	1	LS	1,850.00	1,850

505	Install new tube columns on first floor	2	EA	1,750.00	3,500
510	Install new steel beams at first floor at mid span	1	LS	6,250.00	6,250
515	Allowance for steel angles under 2nd floor joists	1	LS	12,500.00	12,500
520	Allowance to re-work existing connections at beams/columns	1	LS	4,500.00	4,500
600	Carpenters to salvage existing flooring and ceiling material (2 @ 2 wks @ \$40)	1	LS	6,400.00	6,400
605	Replace 2nd floor joists at stair to be closed	1	LS	3,250.00	3,250
610	Rework original stair in the rear	1	LS	4,150.00	4,150
615	Allowance for replacement of 2nd floor joists	1	LS	4,125.00	4,125
620	Replacement/patching of 2nd floor wood	1	LS	6,980.00	6,980
625	Framing for fire-ratings at 2nd floor ceiling and attic separation	1	LS	12,500.00	12,500
630	Allowance to re-work and/or enhance storefront	1	LS	20,000.00	20,000
635	Add 2 x 6 horizontal bracing to trusses -	64	EA	12.50	800
640	Add bolts to existing truss connections	650	EA	8.50	5,525
645	Miscellaneous lumber for truss reinforcement	1	LS	1,250.00	1,250
650	Labor to add truss reinforcement (2 mn at 12 days @ \$40/hr)	1	LS	15,360.00	15,360
655	Trim Allowance - base, entrance	1	LS	5,000.00	5,000
700	Roof Repair only - not replacement (assumes full roof over both spaces)	5,000	SF	3.50	17,500
710	New Attic insulation	2,500	SF	1.50	3,750
720	Insulation at shared wall	2,075	SF	1.25	2,594
730	Insulation at exterior brick walls - NIC	0	LS	0.00	0
740	Fire Caulking allowance	1	LS	3,750.00	3,750
745	Caulking allowance	1	LS	2,000.00	2,000
800	Doors and Frames - Assume 8 new (baths, stairs first floor wall b/w rear front	8	EA	425.00	3,400
810	Finish hardware allowance	8	EA	225.00	1,800
820	Glass and Storefront - See storefront allowance	1	LS	7,500.00	7,500
900	Drywall at 2nd floor ceiling - 2 layers	5,000	SF	2.10	10,500
905	Drywall at bathrooms, stairwells, first floor wall	950	SF	2.10	1,995
910	Allowance for attic firewalls	1	LS	2,500.00	2,500
920	First floor ceiling - None	0	LS	0.00	0
930	Furring for 2nd floor ceiling	2,500	SF	2.50	6,250
940	Paint allowance	1	LS	10,000.00	10,000
942	Refinish tin ceiling	1	ALL	7,500.00	7,500
945	Sealer for exposed brick walls	5,200	SF	1.25	6,500
950	Concrete colored sealer for first floor slab	2,500	SF	3.25	8,125
960	Assume new wood floors for second floor - should cover patch/refinish ex.	2,500	SF	7.50	18,750
1000	Toilet partitions	2	BATHS	2,150.00	4,300
1010	Toilet Accessories	2	BATHS	875.00	1,750
1020	Fire Extinguishers	6	EA	175.00	1,050
1300	Inspect elevator allowance	1	LS	3,250.00	3,250

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Joist Calculations

First Floor Joists

Simple Span Solid Sawn Joist

SYP or Douglas Fir

Actual Width	2.000 in	Dead Load	10 psf
Actual Depth	10.000 in	Live Load	50 psf
Area	20 in ²	LDF	1.00
Section Modulus	33 in ³	Fv	0.175 ksi
Moment of Inertia	167 in ⁴	Fb	1.500 ksi
Spacing	1.3 ft	E	1800 ksi
Span	15.0 ft	Dry or Wet	Dry
Total Load	0.080 klf	Repetitive Member Factor	1.15
End Reaction	0.6 kips	Size Factor	1.10
Shear	0.5 kips		
Moment	2.2 ft-kips		
Deflection	0.30 in		

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		vvvvvvvvvvv\ vvvvvvvvvvvvvvvvvvvvvvvvvvvvvv	
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	<u>Actual</u>	<u>Allowable</u>	<u>Status</u>
Shear Stress	0.040	0.175	OK
Bending Stress	0.808	1.898	OK
Deflection Ratio	594	360	OK

Conclusion - Although the joists check using office loading, the joists are deteriorated and insect damaged and there is excessive deflection and sloping in the floor, so it is recommended that the floor be removed and replaced with a slab on grade.

Second Floor Joists - Office use (50 psf)

Simple Span Solid Sawn Joist

SYP or Douglas Fir

Actual Width	2.250 in	Dead Load	10 psf
Actual Depth	14.000 in	Live Load	50 psf
Area	32 in ²	LDF	1.00
Section Modulus	74 in ³	Fv	0.175 ksi
Moment of Inertia	515 in ⁴	Fb	1.500 ksi
Spacing	1.0 ft	E	1800 ksi
Span	28.0 ft	Dry or Wet	Dry
Total Load	0.060 klf	Repetitive Member Factor	1.15
End Reaction	0.8 kips	Size Factor	1.00
Shear	0.8 kips		
Moment	5.9 ft-kips		
Deflection	0.90 in		

		W(klf)	
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	<u>Actual</u>	<u>Allowable</u>	<u>Status</u>
Shear Stress	0.037	0.175	OK
Bending Stress	0.960	1.725	OK
Deflection Ratio	375	240	OK



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between
Town of Clayton

a(n) (individual or State of formation and type of entity)
First Citizens Bank & Trust Company

a(n) (individual or State of formation and type of entity) ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) 220 East Main Street Clayton, NC 27520

Plat Reference: Lot(s) , Block or Section , as shown on Plat Book or Slide at Page(s) , County, consisting of acres.

[X] If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 05015004 ; and, (ii) some or all of the Property, consisting of approximately acres, is described in Deed Book 4369 , Page No. 560 , Johnston County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 150,000.00 (b) "Purchase Price" shall mean the sum of One Hundred Fifty Thousand Dollars, payable on the following terms:

\$ N/A (i) "Earnest Money" shall mean Dollars or terms as follows:

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.



This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc.

STANDARD FORM 580-T Revised 7/2013 © 7/2014

Buyer Initials Seller Initials

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ N/A (ii) Proceeds of a new loan in the amount of _____ Dollars for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____ % per annum with mortgage loan discount points not to exceed _____ % of the loan amount, or such other terms as may be set forth on Exhibit B. Buyer shall pay all costs associated with any such loan.

\$ N/A (iii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ N/A (iv) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____ %) per annum, and a current payment amount of \$ _____. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

\$ 150,000.00 (v) Cash, balance of Purchase Price, at Closing in the amount of One Hundred Fifty Thousand Dollars.

Buyer Initials _____ Seller Initials _____

(c) "Closing" shall mean the date and time of recording of the deed. Closing shall occur on or before January 20, 2015 or _____

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through through 11:59pm (based upon time at the locale of the Property) on 10 day due diligence from effective date of contract.

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) "Broker(s)" shall mean:
_____ N/A _____ ("Listing Agency"),
_____ N/A _____ ("Listing Agent" - License # _____)
Acting as: Seller's Agent; Dual Agent
and _____ N/A _____ ("Selling Agency"),
_____ N/A _____ ("Selling Agent" - License # _____)
Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent

(g) "Seller's Notice Address" shall be as follows:
PO Box 27131-RWN15
Raleigh, NC 27611
except as same may be changed pursuant to Section 12.

(h) "Buyer's Notice Address" shall be as follows:
P.O. Box 879
Clayton, NC 27528
except as same may be changed pursuant to Section 12.

(i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:
N/A

Buyer Initials _____ Seller Initials _____

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:

N/A

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

~~**Section 5. Evidence of Title:** Seller agrees to convey fee simple marketable and insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. SEE CONTROLLING ADDENDUM FOR THIS "AS IS" SALE.~~

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before N/A, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

Buyer Initials _____ Seller Initials _____

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on Exhibit B;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

~~Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the~~

Buyer Initials _____ Seller Initials _____

~~Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts. SEE CONTROLLING ADDENDUM FOR THIS "AS IS" SALE.~~

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a ~~general~~ ^{Special} warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

~~(a) Seller Knowledge: Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (insert "None" or the identification of any matters relating to (i) through (iv) above, if any):~~
N/A - SEE CONTROLLING ADDENDUM FOR THIS "AS IS" SALE.

Buyer Initials _____ Seller Initials _____

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.
Seller represents that the regular owners' association dues, if any, are \$ N/A per _____ .

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: ~~All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.~~ SEE CONTROLLING ADDENDUM FOR THIS "AS IS" SALE.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

Buyer Initials _____ Seller Initials _____

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

SELLER:

Individual

Individual

Date: _____

Date: _____

Date: _____

Date: _____

Business Entity

Business Entity

Town of Clayton
(Name of Entity)

First Citizens Bank & Trust Co
(Name of Entity)

By: _____

By: _____

Name: Steven Biggs

Name: Tim Bylow

Title: Town Manager

Title: VP of First Citizens Bank

Date: _____

Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Firm)

Date: _____

By: _____

EXHIBIT "A"

Lying and being in Johnston County, North Carolina, and more particularly described as follows:

Lying and being situated in Johnston County, North Carolina, and being more particularly described as follows:

BEGINNING at a point in the eastern right-of-way line of Main Street, said point is located North 39 deg. 41 min. 52 sec. West 7.4 feet from the northwestern corner of a brick building (formerly John T. Talton's office); thence with the eastern right-of-way line of Main Street and with the western edge of a brick building North 38 deg. 55 min. 40 sec. West 30.00 feet to a point in a partition wall; said point is located South 38 deg. 58 min. 27 sec. East 244.82 feet from the southeastern intersectional corner of the sidewalks on Main Street and Church Street; thence with said partition wall North 51 deg. 05 min. 09 sec. East 208.98 feet to an iron stake in the western right-of-way of N.C. Railroad; said iron stake is located South 39 deg. 03 min. 02 sec. East 30.00 feet from an iron stake marking the northwestern corner of that certain property described in Deed Book 335, page 585; thence with the western right-of-way line of N.C. Railroad South 39 deg. 03 min. 02 sec. East 30.00 feet to an iron stake; thence along a 7.4 feet strip of land formerly used as a private alley South 51 deg. 05 min. 09 sec. West 209.05 feet to the point of **BEGINNING** and containing 0.144 acres, more or less, and being that certain property conveyed to the Trustees of the Way of Life Baptist Church by deed recorded in Deed Book 900, Page 558 at the Johnston County Registry.

EXHIBIT B

First Citizens Bank & Trust Company AS IS ADDENDUM

This is an Addendum to that Purchase and Sale of Real Property Agreement ("Purchase Agreement") dated _____, by and between Town of Clayton as "Buyer" and First Citizens Bank & Trust Company, a North Carolina banking corporation, as "Seller," for the purchase and sale of the real property (the "Property") with the following street address: 220 East Main Street, Clayton, NC 27520.

It is acknowledged and agreed by Buyer and Seller as follows:

1. Seller acquired the Property (i) through foreclosure, (ii) through deed-in-lieu of foreclosure. Because of the circumstances under which Seller acquired the Property, Seller has little or no knowledge regarding the condition of the Property.

2. In consideration for Seller's agreement to complete the transaction with Buyer, Seller and Buyer agree as follows:

a. The deed from Seller to Buyer shall be a Limited or Special Warranty Deed.

b. Prior to the Closing, Buyer will have had the opportunity to investigate all physical and economic aspects of the Property and to make all inspections and investigations of the Property that Buyer deems necessary or desirable to protect Buyer's interests in acquiring the Property. Neither Seller nor anyone acting for or on behalf of Seller has made any representation, warranty, promise or statement, of any kind or nature, either express or implied, to Buyer or to anyone acting for or on behalf of Buyer concerning the Property or the condition, use, or development thereof, including but not limited to the completeness or accuracy of any information regarding the leases and any amendments to leases, square footage, zoning, roof, foundation, building materials, siding, roofing, ceiling, insulation, drainage, leakage, pest, rot, mold problems, sewage, septic, plumbing, electrical, heating, furnace, hazardous substances, above, upon or below the subject property, lead paint, asbestos, and/or the quality or condition of the health hazards, encroachments, including fences, rockeries, buildings or otherwise. For purposes of this Addendum, hazardous substances includes any and all oil, or petrochemical materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substance now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local law or regulations. In entering into this Addendum, Buyer has not relied on any representation, warranty, promise, or statement, express or implied, of Seller or anyone acting for or on behalf of Seller. All matters concerning the Property have been or shall be independently verified by Buyer prior to the Closing, and Buyer shall purchase the Property, or elect not to do so, based on Buyer's own prior investigation and examination of the Property (or Buyer's election not to do so). **AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS ADDENDUM BY SELLER, BUYER IS PURCHASING THE PROPERTY IN AN "AS IS" AND "WHERE IS" PHYSICAL**

CONDITION AND IN AN “AS IS” STATE OF REPAIR, WITH ALL FAULTS, including, without limitation, latent defects and other matters not detected in Buyer’s inspections, without recourse to Seller. Except as provided herein and in the documents delivered by Seller at Closing, Buyer waives, and Seller disclaims, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of quality, merchantability, or fitness for a particular purpose or use, including, without limitation, Buyer’s intended uses or purposes. Upon the closing of the purchase and sale contemplated hereby, Buyer shall be deemed to have accepted the Property and each and every portion thereof unconditionally and with a full and complete waiver of any and all (none being implied hereby) rights Buyer may have, acquire, or assert to rescind, set aside, or avoid the transactions contemplated hereby or to seek a reduction, adjustment, offset, or recovery of the Purchase Price.

Consistent with the foregoing, Buyer, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges Seller and its agents, affiliates, employees, successors, and assigns (collectively, the “Releasees”) from any and all rights, claims, and demands at law or in equity, whether known or unknown at the time of this Agreement, which Buyer has or may have in the future, arising out of the physical, environmental, economic, or legal condition of the Property, including, without limitation, all claims in tort or contract and any claim for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et.seq.) or any similar federal, state, or local statute, rule, or ordinance relating to liability of property owners for environmental matters. Without limiting the foregoing, Buyer, upon Closing, shall be deemed to have waived, relinquished, and released Seller from and against any and all matters arising out of latent or patent defects or physical conditions, violations of applicable laws, and any and all other acts, omissions, events, circumstances, or matters affecting the Property. For the foregoing purposes, and in consideration of Seller’s completion of this transaction, Buyer hereby specifically acknowledges that this release will extend to claims unknown at the time of executing this release which, had they been known by Buyer, would have materially affected Buyer’s decision to enter into this Addendum. Buyer hereby specifically acknowledges that Buyer has carefully reviewed this Addendum and discussed (or had ample opportunity to discuss) its import with legal counsel and that the provisions of this Addendum are a material part of the Purchase Agreement.

3. Buyer may not rely on Seller or Seller’s agents or Buyer’s agents as to the condition of the Property and no person acting on behalf of Seller is authorized to make any such representation, agreement, statement, warranty, guaranty or promise regarding the property or any aspect of the Property.

4. Regardless of terms to the contrary in the Purchase Agreement or any other documents between Buyer and Seller relating in any way to this transaction, in the event of Seller’s default hereunder without legal right, Buyer’s sole and exclusive recourse is limited to return of the earnest money, less applicable charges or costs of Buyer.

5. The Property subject to this sale consists of the real property identified above and does not include any personal property. In the event the Property contains appliances, such as a stove/range, dishwasher, refrigerator, washer or dryer, said items will be included in the transfer for no consideration. Seller makes no warranties or representations as to the existence of such items.

6. Buyer and Seller agree that the terms of this Addendum supersede any and all conflicting terms in the Purchase Agreement or any other documents between Buyer and Seller relating in any way to this transaction.

BUYER(S):
Town of Clayton

Date: _____

Steven Biggs, Town Manager

Date: _____

SELLER:

First Citizens Bank & Trust Company

Date: _____

By: _____
Timothy J. Bylow
Title: Vice President



12/15/2014

Brandon Bordeaux
Town of Clayton
Attn: Town Manager
111 E. Second Street
Clayton, NC 27520

Dear Brandon Bordeaux:

Black Dot Capital & Real Estate Group, LLC (“BDC”) is pleased to offer the attached Lease Purchase proposal to Town of Clayton, as the owner of the property located at 1141 Shotwell Road Clayton, North Carolina, 27520. On the basis of a preliminary financial review, BDC is interested in pursuing the purchase of the communications facility lease(s) identified in the attached Letter(s) of Intent (“LOI’s”), for the sum of **\$264,640.00**, subject to the terms and conditions outlined in the LOI.

The purchase of each lease will include all existing lease revenue streams currently due to Town of Clayton, net of current management costs, as well as full renewal rights to continue the lease for the term purchased. The purchase also includes the grant by Town of Clayton of a communications and access/utilities easement for each communications facility described in the lease.

Our expectation is that BDC can successfully close the purchase transaction within 90 days of receipt of an executed LOI, all applicable documentation and initial due diligence items.

Terms and Conditions of Lease Purchase Transaction (the “Transaction”):

- Purchaser:** Black Dot Capital & Real Estate Group, LLC and its successors or assigns (“BDC”)
- Seller:** The Town of Clayton, a North Carolina municipal corporation (“Vesting”)
- Assets Purchased:** The communications facility lease(s) described in the attached LOI(s)

If you wish to accept the proposal as outlined in the terms of the attached LOI(s), and have BDC undertake the formal underwriting review for the Transaction, please sign, date and return to BDC each attached LOI on or before the day set forth in the LOI.

We look forward to the opportunity to work with you.

Regards,

BLACK DOT CAPITAL & REAL ESTATE GROUP, LLC

Howard Forgey
Director, National Program Management
Black Dot Capital & Real Estate Group
27271 Las Ramblas, Suite 300
Mission Viejo, California 92691
www.blackdotcapital.com

Letter of Intent - Option to Purchase Access and Communications Easement/Wireless Lease Agreement

Site Location:	1141 Shotwell Road	Base Rent:	\$1,654.00
Tenant Name:	AT&T Wireless	Rent Frequency:	Monthly
Purchase Price:	\$264,640.00	Increase Value:	15%
Term Purchased:	360 Months	Increase Frequency:	Term
Closing Fees:	Not to Exceed \$3,500.00*	Current Term Start:	04/21/2010

Dear Brandon Bordeaux:

This Letter of Intent ("LOI") acknowledges your agreement to grant Black Dot Capital & Real Estate Group, LLC ("BDC") an exclusive option to purchase the Lease Agreement with AT&T Wireless. By signing below, you grant BDC, or its affiliates and/or assigns an exclusive option to purchase the landlord's rights, in the communications facility lease (the "Lease") for the premises (the "Site Location") that is located on property (the "Property") with an address of 1141 Shotwell Road Clayton, North Carolina, 27520. You further grant BDC an option to acquire a communications, access and utilities easement over the Site Location in conjunction with the lease. BDC shall pay a total purchase price of **\$264,640.00**** less closing costs for the Lease and the Easement (the "Purchase Price"), subject to the terms set forth below.

In consideration of the exclusive option to purchase being granted to BDC, BDC agrees to pay The Town of Clayton, a North Carolina municipal corporation the sum of \$100.00 for an option term of 90 days ("the Option Period"). Upon our receipt of this letter executed by you, BDC will send you a lease purchase application package to complete and return to us. Our receipt of the completed lease purchase application package will commence the Option Period, and we will forward to you a copy of this LOI signed by us along with your option consideration.

During the Option Period, BDC may exercise the option by notifying you in writing sent by mail, facsimile, or email. If BDC exercises the option, then BDC will become the assignee of the landlord's rights under the Lease Agreement, subject to the terms and conditions set forth in a Lease Purchase and Easement Agreement, a copy of which will be included in the lease purchase application package mentioned above (the "Purchase Agreement"). You will pay all closing costs, more specifically identified in Schedule I attached herewith, associated with the purchase of your Leases and the communications easement. You will be responsible for any transfer or other taxes, and any recording fees.

You acknowledge that a \$100.00 non-refundable cash deposit and the commitment by BDC to employ the time, effort and expense to assess this option to purchase is good, valuable and sufficient consideration for the option granted herein. You agree to cooperate fully with BDC during the Option Period. You shall not, directly or indirectly, (a) offer the Lease or the Site Location for sale or assignment to any other person or entity; (b) negotiate, solicit or entertain any offers to sell or assign any interest in the Lease or Site Location to any other person or entity; or (c) modify, amend, supplement, extend, renew, terminate or cancel the Lease. You agree to notify BDC of any notice or correspondence pertaining to the Lease received during the Option Period. Notwithstanding the foregoing, you will retain the right to offer for sale the Property, excluding the Site Location.

This letter is intended as and shall be a legally binding commitment. In the event of a breach of this agreement by you, BDC shall, in addition to its other rights and remedies, be entitled to compensation for its time, effort and expense to evaluate this option to purchase and, in any action to enforce this letter agreement, to recovery of its reasonable attorneys' fees.

Your signature below will indicate your agreement to the foregoing and authorizes BDC to proceed with the evaluation of this option to purchase. If this letter is not executed and delivered to BDC within 14 days, it shall be null and void. The terms of this letter are confidential and may not be disclosed without prior written consent of BDC, except to professionals engaged to evaluate and conduct the transaction on your behalf.

ACKNOWLEDGED AND AGREED:

Landlord Signature

Title

Date

Howard Forgey, Director, National Program Management

Date

* Closing costs include but not limited to full title report, title insurance commitment, title insurance premium, escrow/closing services, recording services, site surveys, credit report services, notary services and shipping. See attached Schedule I, closing costs schedule.

** Purchase price based on the assumption that you have clear title to the Property and above average credit scores. Purchase price subject to change in BDC's sole discretion if due diligence reveals issues with either your title or credit scores.

SCHEDULE I Closing Costs

Title Services:

- **Full Title Report– 30-40 Year History**
 - **Price:** \$500.00/parcel plus actual copy costs.
 - **Timeframe:** 7-10 business days depending on the jurisdiction.
- **Title Update – (Title updates w/in 12 mos. From effective date of last title report. commitment)**
 - **Price:** \$100.00/parcel plus actual copy costs.
 - **Timeframe:** 3 business days depending on jurisdiction.
- **Title Commitment:**
 - Attorney opinion state - \$500.00 and up plus actual copy costs depending on jurisdiction.
- **Title Insurance Premium:**
Will be determined based on state filed rates, policy type, (owners/lenders) and liability amount requested by customer.

Escrow/Closing Services: \$750.00/transaction

- Coordination national mobile public notary service if applicable, settlement coordination, assistance in title clearing and curative, quality control review of all documents, closing statement preparation, co-preparation of settlement statement.
- Fulfillment of deed preparation (when the parties do not have legal representation we work with a nationwide network of attorneys to ensure compliance of local custom and law in preparation of deeds)
- Scheduling all parties for closing, actual signing/closing appointment, funding and disbursement
- Escrow (we can assist parties with holding funds in escrows for a variety of purposes)
- Post-closing / recording

Recording Services: \$175.00 per document-plus actual recording costs; our national recording services include the following:

- Electronic scanning and storage of the unrecorded document, review of documents for record-ability, advancement of recording fees, courier delivery to the county, tracking of all documents, including rejections, resolution of all rejections (unless deemed fatal)
- 24/7 online access to each document status
- Electronic storage of recorded image
- Transactional delivery of recording packages on day of, or next day. This includes closing documents, and recorded documents when received

Cancellation Policy:

- \$200.00 plus the search fee billed quarterly payable w/in 60 days

Site Inspection Services

- Price: \$150.00/inspection
- Time Frame: 5-7 business days from time of order

Credit Report Services

- **Price:**
 - **Individual Profile:** \$10.00 per query
 - **Business Profile:** \$36.50 per query

Notary Services

- Price: Will be based on the type of notary used (internal/ mobile, etc.), Approximate costs are \$125.00

Shipping

- Price: Will vary on the number of transactions closing with the landowner; on a single transaction the price will range from \$75.00 - \$100.00.



27271 Las Ramblas, Suite 300
Mission Viejo, CA 92691

Option to Purchase – Underwriting Checklist Access and Communications Easement/Wireless Lease Agreement

Landlord Vesting: _____

Landlord Tax ID#: _____

Listed below are all the documents you will need to provide BDC for a successful closing:

- Fully executed wireless communications lease agreement, including all amendments, supplements, assignments, schedules, exhibits and notice letters.
- Commencement date verification of each lease agreement.
- Copies of the last three (3) rent checks.
- All correspondence from wireless communications operator received within the last 90 days.
- Entity Documents (if Applicable)
 - Certificate of Good Standing
 - Articles of Incorporation
 - Certificate of Formation/Organization
 - By-laws
 - Operating Agreement
 - Partnership Agreement
 - Trust Agreement/Certificate of Trust
- Vesting Documents (as applicable)
 - Probate documents
 - Death Certificate
 - Divorce Decree
- Property Management Agreement (if applicable)

If there is a mortgage on the property, I will need the last month's mortgage statement.

Listed below are documents that will expedite the underwriting process:

- Construction Drawings/Site Plans of wireless communication installation
- Title Report or Title Insurance Policy
- Any existing environmental reports (i.e., Phase 1, EIR's, NEPA etc.)
- Current Tax Bill for property
- Most recent Property Appraisal
- Survey of property

Listed below are all Lenders who have rights in the property:

Lender 1 Name _____ Loan Amount _____

Lender Contact _____ Phone: _____ Fax _____ Email: _____

Lender 2 Name _____ Loan Amount _____

Lender Contact _____ Phone: _____ Fax _____ Email: _____

Lender 3 Name _____ Loan Amount _____

Lender Contact _____ Phone: _____ Fax _____ Email: _____

Note! If there is a mortgage on the property, Landlord agrees to obtain a Non-Disturbance Agreement.

January 2015

- Council Meeting – **TUESDAY**, January 20, 2015 @ 6:30 PM
- The Clayton Center Palladian Series: Jeanne Robertson – Friday, January 23, 2015 @ 8 PM
- Clayton Chamber Annual Meeting – Tuesday, January 27, 2015, @ 6:00 PM at the Clayton Center, 111 E 2nd Street

February 2015

- Council Meeting – Monday, February 2, 2015 @ 6:30 PM
- The Clayton Center Palladian Series: The Malpass Brothers – Saturday, February 7, 2015 @ 8:00 PM
- Council Meeting – Monday, February 16, 2015 @ 6:30 PM

March 2015

- Council Meeting – Monday, March 2, 2015 @ 6:30 PM
- Spring Forward: 2015 Daylight Saving Time begins – Sunday, March 8, 2015, at 2:00 AM
- Council Meeting – Monday, March 16, 2015 @ 6:30 PM
- The Clayton Center Palladian Series: Yesterday and Today “Interactive Beatles Experience” – Friday, March 20, 2015 @ 8:00 PM

April 2015

- Good Friday Holiday – Friday, April 3, 2015
- Council Meeting – Monday, April 6, 2015 @ 6:30 PM
- The Clayton Center Palladian Series: The Fabulous Equinox – Jeremy Davis & Orchestra– Saturday, April 11, 2015 @ 8:00 PM
- Council Meeting – Monday, April 20, 2015 @ 6:30 PM

May 2015

- Council Meeting – Monday, May 4, 2015 @ 6:30 PM
- Council Meeting – Monday, May 18, 2015 @ 6:30 PM
- Memorial Day Holiday – Monday, May 25, 2015

June 2015

- Council Meeting – Monday, June 1, 2015 @ 6:30 PM
- Council Meeting – Monday, June 15, 2015 @ 6:30 PM

July 2015

- Independence Day Holiday – Friday, July 3, 2015
- Council Meeting – Monday, July 20, 2015 @ 6:00 PM

August 2015

- Council Meeting – Monday, August 3, 2015 @ 6:30 PM
- Council Meeting – Monday – August 17, 2015 @ 6:30 PM

September 2015

- Labor Day Holiday – Monday – September 7, 2015
- Council Meeting – **TUESDAY** – September 8, 2015 @ 6:30 PM
- Council Meeting – Monday – September 21, 2015 @ 6:30 PM

October 2015

- Council Meeting - Monday – October 5, 2015 @ 6:30 PM
- NCLM Annual Conference – October 11-13, 2015; Winston Salem, NC
- Council Meeting – Monday- October 19, 2015 @ 6:30 PM

November 2015

- Fall Back: 2015 Daylight Saving Time ends – Sunday, November 1, 2015, at 2:00 AM
- Council Meeting – Monday – November 2, 2015 @ 6:30 PM
- Veteran’s Day Holiday – Wednesday, November 11, 2015
- Council Meeting – Monday – November 16, 2015 @ 6:30 PM
- Thanksgiving Day Holiday – Thursday, November 26, 2015 & Friday, November 27, 2015

December 2015

- Council Meeting – Monday – December 7, 2015 @ 6:30 PM
- Council Meeting – Monday – December 21, 2015 @ 6:30 PM
- Christmas Holiday – Wednesday, December 23, 2015; Thursday, December 24, 2015; & Friday, December 25, 2015