

AGENDA

Catawba County Board of Commissioners Meeting
Monday, September 21, 2015, 7:00 p.m.
Robert E. Hibbitts Meeting Room, 1924 Courthouse
30 North College Avenue, Newton, NC

1. Call to Order.
2. Pledge of Allegiance to the Flag.
3. Invocation.
4. [Approval of the Minutes from the Board's Regular Meeting of September 8, 2015.](#)
5. Recognition of Special Guests.
6. Public Comments.
7. Presentations:
 - a. [National Manufacturing Day Proclamation. Presented to Economic Development Corporation President Scott Millar, Manufacturing Solutions Center Executive Director Dan St. Louis, NC Center for Engineering Technologies Director Dr. Sidney Connor, CVCC President Dr. Garrett Hinshaw, CVCC Executive Vice-President Keith Mackie, CVCC Business and Industry Workforce Development Innovation Center Director Crystal Glenn, Education Matters in Catawba Valley Director Tracy Hall, Bill McBrayer from Lexington Home Brands, Joe Lutz from Turbotec, Eric Fulcher from Williams Sonoma Sutter Street Manufacturing and John Wiley from Concept Frames.](#)
 - b. [Distinguished Public Service Award to Phil Walker for Service on the UNC Board of Governors.](#)
 - c. [Fire Prevention Week Proclamation. Presented to Assistant Emergency Services Director Mark Pettit.](#)
8. Public Hearings:
 - a. [Section 5310 Urban Grant Application - Enhanced Mobility of Seniors and Individuals with Disabilities Program. Presented by Social Services Director John Eller.](#)
 - b. [Rezoning Request – Planned Development-Conditional District for a Residential Development called Blackstone Bay. Presented by Planner Chris Timberlake.](#)
9. Appointments.
10. Consent Agenda:
 - a. [Cellco Partnership d/b/a Verizon Wireless Lease Agreement.](#)
 - b. [Countywide Appraisal of Real Property/Change in Revaluation Schedule.](#)
 - c. [Extension for Listing Personal Property.](#)
11. Attorneys' Report.
12. Manager's Report.

13. Adjournment.

PERSONS WITH DISABILITIES: Individuals needing assistance should contact the County Clerk at 828-465-8990 within a reasonable time prior to the meeting. Access to the 1924 Courthouse for individuals with disabilities is at the south side ("A" Street). The elevator is located at the north end of the building. Participation in public meetings is without regard to race, creed, religion, national origin, sex, age, color, or disability.

INFOTALK/INTERNET: The Catawba County Telephone Information System will allow you to use your touch tone telephone to obtain current information on Catawba County 24 hours a day. Information is updated on a regular basis. Dial 465-8468 and INFOTALK will direct your questions with easy to understand instructions. Reach Catawba County on the Internet at <http://www.catawbacountync.gov>.

CALENDAR: The October Board of Commissioner Meetings will take place on Monday, October 5, 2015, at 9:30 a.m. and on Monday, October 19, 2015, at 7:00 p.m.



**BOARD OF COMMISSIONERS AGENDA
MONDAY, SEPTEMBER 21, 2015, 7 P.M.
ROBERT E. HIBBITTS MEETING ROOM
1924 COURTHOUSE, NEWTON, N.C.**



The Catawba County Board of Commissioners will hold two public hearings on 1) a proposed application for a Federal 5310 Urban Grant to provide enhanced mobility for seniors and individuals with disabilities; and 2) a request by The Village at Sherrills Ford, LLC, to rezone two parcels totaling approximately 63 acres, at 4251 Slanting Bridge Road in the Sherrills Ford Small Area Planning District, from R-30 Residential to Planned Development-Conditional District, when the Board meets at 7 p.m. on Monday, September 21, 2015, at the 1924 Courthouse at 30 North College Avenue in Newton.

The Board will also consider approving a Letter Agreement and Lease Agreement with Cellco Partnership (doing business as Verizon Wireless) for the purpose of approving structural upgrades to a communications tower located behind the Justice Center in Newton and leasing antenna space on the tower, property for an equipment building and an easement for utilities. The Board will consider granting the County Tax Administrator the authority to allow extensions for listing personal property on an individual basis, upon written request and for good cause shown. The Board will consider adopting a four-year reappraisal of real property in accordance with North Carolina General Statute 105-286 (a)(2). If approved, the County's next revaluation would become effective on January 1, 2019.

The Board will present a Distinguished Public Service Award to Mr. Phil Walker in recognition of his service on the University Of North Carolina Board Of Governors and issue proclamations noting National Manufacturing Day and Fire Prevention Week.

PRESENTATIONS

A. The Board will issue a proclamation declaring October 2, 2015, as National Manufacturing Day to highlight manufacturing careers and educate the public by getting the word out that making goods is important to our economic prosperity.

B. The Board will present a Distinguished Public Service Award to Mr. Phil Walker in recognition of his service to Catawba County and the State of North Carolina as a member of the University Of North Carolina Board Of Governors.

C. The Board will issue a proclamation declaring October 4-10, 2015, as Fire Prevention Week and urging citizens to install smoke alarms in every bedroom, outside each sleeping area, and on every level of their homes.

PUBLIC HEARINGS

A. The Board will hold a public hearing to receive citizen comments and consider the submission of a Federal 5310 Urban grant application to the Greater Hickory Metropolitan Planning Organization for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.

The Section 5310 program requires two grant applications, one for trips originating in urban areas, and one for trips originating in rural areas. Social Services has applied for, and received, funds for this grant for the past two years. The request for urban funds will be submitted to the Greater Hickory Metropolitan Planning Organization and is due no later than September 30, 2015. The grant application for trips originating in rural areas was made available by the North Carolina Department of Transportation with a Call for Projects on September 1, 2015, and is due no later than November 6, 2015.

Catawba County will continue to contract with the Western Piedmont Regional Transit Authority to provide transportation funded by Section 5310. The funds will allow seniors, and individuals with disabilities to primarily attend the congregate nutrition program, and have access to essential shopping, medical appointments, pharmacy, banking and other essential services. Additionally, as funds allow, transportation will be provided for individuals to access education and employment opportunities, volunteer activities, senior centers, and Adult Day Care/Day Health programs when no other transportation is available.

A total of \$150,000 will be requested for trips originating in urban areas in FY 2016/17. The grant requires a 20% local match. There is no State match available for the 5310 urban grant. Social Services will provide the match utilizing current local funding allocated for senior transportation. There will be no increased cost to the County.

Approximately 100-180 individuals will receive transportation for the period of the grant (July 2016-June 30, 2017). Many of the seniors will utilize transportation for multiple purposes and a large percentage of the target population will utilize transportation daily. Providing transportation will allow older adults the opportunity and the choice to remain active and involved in the community.

B. The Board will conduct a public hearing to receive citizen comments and consider a request to rezone approximately 63 acres from R-30 Residential (minimum lot size of 30,000 square feet) to Planned Development-Conditional District (PD-CD) for a mixed density residential development.

On May 4, 2015, the Board accepted an offer to purchase a 42 acre tract owned by Catawba County located at 4251 Slanting Bridge Road based on contingencies. The Village at Sherrills Ford, LLC desires to purchase the 42 acre tract, combine it with an adjacent 21 acre tract, and rezone both to allow for a mixed - residential housing development called Blackstone Bay. The subject parcels (two tracts) are zoned R-30 Residential and are both wooded, undeveloped properties located west of Slanting Bridge Road and south of NC Highway 150 in the Sherrills Ford Small Area Planning District. Properties to the north, south and east are zoned R-30 Residential, with some occupied by single-family residences, some undeveloped and one being a lake access lot within the Pointe Norman subdivision and the location of a community boat dock. Lake Norman is to the west.

The two tracts which comprise the proposed Blackstone Bay, are located within the Watershed Protection-Overlay (WP-O) WS-IV Critical Area, Floodplain Management Overlay (FP-O) and the Catawba River Corridor Overlay (CRC-O) Districts, all of which have specific regulations. In order to comply with the Watershed Protection Overlay, a high-density option is also being requested which allows up to 50% imperviousness with use of stormwater controls. Detailed engineering plans for the impervious area and the types and design of stormwater facilities to be installed must be submitted to the County for review and approval before construction would begin. Such plans will address the quantity of surface water on and off-site, as required by the State's watershed regulations. No development, with exception of individual boat docks, is proposed within the floodplain (lakeside). The Catawba River Corridor-Overlay requires that any property line abutting the lake must meet a minimum lot size of 30,000 square feet, minimum lot width of 100 feet measured along the waterfront, and have minimum setbacks of 30 feet for accessory structures from the high water mark (760 feet).

Blackstone Bay is proposed to consist of a maximum of 200 residential units including up to 175 single-family attached and/or detached residences and 25 single-family lakefront attached or detached residences. The R-30 Residential District allows a density of 76 units. The Planned Development-Conditional District allows for density based on floor area (1 square foot of floor area per 2 square feet of land) rather than units per acre. The maximum proposed density will not exceed 3.7 units per acre. Open space will be required based on the number of residential units proposed (2,500 square feet open space per unit). Over eleven acres of open space will be required if 200 units are built. Fifteen acres of open space is identified on the conceptual site plan. Fifty-foot buffers are required between the planned development and adjacent residential uses. The development is proposed to include amenities such as internal sidewalks and a pool/clubhouse.

The applicant proposes to develop Blackstone Bay according to the regulations within the Unified Development Ordinance as well as the conditions listed below:

Setbacks:

External

- 30' along existing public streets
- 50' from adjacent existing residential districts

Internal – Detached Single-family

- Front 20'
- Side 5'
- Rear 10'

Internal – Attached Single-family

- Front 20'
- Side 0'
- Rear 10'

Building Height

- Detached structures – 45’
- Attached structures – 60’

Minimum Building Size

- Detached – 1,500 square feet
- Attached – 20’ x 40’

Access and Transportation

- The developer must prepare a Traffic Impact Analysis to submit to NCDOT for review and approval.
- All proposed public streets shall meet NCDOT standards.

Landscaping Buffers

- The developer is responsible for installing additional landscape buffers where existing vegetation is inadequate.

Homeowner’s Association (HOA)

- An HOA will be formed to maintain all common areas and amenities. The HOA will be responsible for maintaining private access drives and stormwater BMP’s.

Architectural

- The facades of all single-family and multi-family residential dwellings and accessory structures shall be covered only with brick, stone, hard stucco, wood, or siding consisting of wood or composite material. Vinyl products will be permitted only on soffits, fascia, and window trim and door trim.

Additional Planned Development Notes

These Planned Development Notes form a part of the PD-CD Concept Site Plan (the “Site Plan”) for the Blackstone Bay residential development (the “Development”) that is planned to be developed on an approximately 63 acre site located at the intersection of Slanting Bridge Road and Enoch Drive (the “Site”).

This master planned development could contain a variety of residential uses. This Development will further the objectives of the Sherrills Ford Small Area Plan and the Highway 150 Corridor Plan. This Development has been designed in consideration of the unique characteristics and features of the Site.

Development of the Site will be governed by the Site Plan, these Planned Development Notes, and by the standards of the Catawba County Unified Development Ordinance (the “UDO”). The development depicted on the Site Plan is intended to reflect the arrangement of proposed uses and structures on the site, but the exact configuration, placement, and size of individual site elements may be altered or modified within the limits prescribed by the UDO during the design development and construction phases. The Site Plan and these Planned Development Notes are intended to enable the development of this proposed Development.

The development of the Site will also be in conformance with the relevant provisions of the UDO except as noted in these Planned Development Notes. Because of the unique nature of the Development and the potential for inconsistencies between the Planned Development zoning district and the UDO, the Planning Staff may approve alternative development standards provided that such alternative development standards comply with the spirit of the standards and regulations. Developer may also seek amendments to the text of the UDO and the text of these Planned Development Notes.

Buffer areas and project edges will be established on the Site in accordance with the requirements of the UDO.

Signage on the Site will comply with the standards of the UDO.

Lighting on the Site will comply with the standards of the UDO.

Screening will conform to the applicable standards of the UDO.

All driveway and street connections are subject to approval by the North Carolina Department of Transportation (“NCDOT”).

Developer will construct a street network with appropriate collector and other streets, all of which will be reviewed as part of the normal subdivision process.

Developer will comply with the applicable portions of the Floodplain Management Overlay and Watershed Protection Overlay-high density option standards of the UDO. The provisions of the Site Plan and these Planned Development Notes will supplant the Catawba River Corridor standards. Further, Developer reserves the right to utilize individual site or larger area-wide storm water detention and management facilities, ponds, and related facilities.

The exact location and extent of the open space areas will be determined through the detailed design and subsequent review of development plans. The open space areas will be developed with a combination of active and passive recreation areas, trails, pathways, and other amenities.

In order to be able to adapt to varying market conditions, emerging trends that encourage high quality design and innovative arrangement of buildings and open space throughout the Site, substantial flexibility from the conventional standards is possible by modifying the following standards established in these regulations: Street right-of-way must meet NCDOT standards; street type and construction standards (including width) for public streets must meet NCDOT standards; lot size; lot width; setbacks and yards; building separation; public street frontage; and off-street parking. The details of these modifications, if they are proposed, may be approved by the Planning Director and will be included in the normal development review processes.

Developer acknowledges that other standard development requirements imposed by the UDO or other County ordinances may apply to the development of this Site.

The term "Developer" shall be deemed to include the heirs, devisees, grantees, personal representatives, successors in interest and assignees of Developer and any subsequent owner or owners of the Site who may be involved in its development from time to time.

Public water and sewer are not currently available along Slanting Bridge Road to the properties. The developer will be responsible for design and engineering, permitting, and installing the sewer and water lines along Slanting Bridge Road and within Blackstone Bay according to the City of Hickory's and the State's specifications. Once installed and approved, the utilities will become part of the County's system, maintained by the City of Hickory.

A Traffic Impact Analysis (TIA) will be produced by the developer and will be reviewed by the North Carolina Department Of Transportation (NCDOT). Pending approval of the TIA by NCDOT, any transportation and traffic improvements required by NCDOT must be constructed by the developer to mitigate adverse impacts created by the proposed development. Slanting Bridge Road is considered a local residential road on the Catawba County Transportation Plan. Local residential roads collect traffic from local residential subdivision roads and carry it to higher road system networks. Slanting Bridge Road is a 2-lane roadway. 2013 traffic counts were taken north of the site and south of the site below the intersection of Keistlers Store Road and Slanting Bridge Road. This study measured an average daily traffic count of 6,600 and 6,000 respectively. The capacity of this particular span of Slanting Bridge Road is estimated to be approximately 12,000 to 15,000 vehicles per day based upon the existing road width. There are no proposed improvements recommended for this section of Slanting Bridge Road at this time. Based upon the proposed maximum density of 200 units, the increased traffic associated with the development would not exceed the capacity of the existing roadway. In addition to vehicular transportation improvements, the developer will install sidewalks within the development.

The Highway 150 Corridor Plan, adopted on September 8, 2014, provides land use recommendations. It recommended residential land use of 1.33 dwellings per acre (equivalent of R-30 Residential). The request is therefore inconsistent with the adopted land use plan but reasonable for consideration due to the following: The Sherrills Ford Small Area Plan adopted on February 17, 2003, recommended a high-density residential corridor along roads where public utilities are available; the developer plans to extend public water and sewer to the property, and the property is within a quarter mile of an approved master planned high-density mixed-use development.

Staff recommended to the Planning Board that it submit a favorable recommendation to the Board of Commissioners to rezone the approximate 63 acres allowing for the residential development of the property as depicted on the Blackstone Bay Conceptual Plan as well as approve high-density development within the Watershed WS-IV Critical Area based upon: the developer extending public water and sewer to the property located along Slanting Bridge Road; the proposed development meeting high-quality development standards including additional open space and buffering as depicted on the Conceptual Site Plan prepared by ESP Associates, P.A.; the proposed development being within a quarter mile of an approved master planned high-density mixed-use development where additional services and transportation improvements

are planned; a high-density option that would improve water quality by capturing stormwater runoff and treating it through State approved Best Management Practices; and the property being adjacent to land identified on Map 6 of the Highway 150 Corridor Study Future Land Use & Economic Opportunity for mixed-use, commercial, and multi-family uses.

The Planning Board held a public hearing on August 31, 2015, to consider the request. Ten citizens shared concerns during the public hearing regarding the maintenance of Enoch Drive, additional traffic, water run-off into the lake, use of water access at the end of Enoch Drive, school capacity, additional boat traffic, and shore stabilization and dock building.

Mr. Robert Davis spoke on behalf of the applicant and addressed concerns about the road and traffic improvements and referred to the applicant's willingness to complete a TIA. He also commented on piers needing to receive Duke Energy's approval and the applicant's willingness to meet with the school system to discuss needs. He stated the architectural standards for the residences will be above those within the Unified Development Ordinance and addressed other issues concerning a private lake access lot off Enoch Drive. There were several comments from the Planning Board including that this is a planned high-quality development where the developer has voluntarily agreed to a TIA which is a big improvement for a development of this size; it is a novel use of property bisected by a railroad track; the level of plan available at this stage is usually not what is seen at this point in the residential development stage; and although this is a really nice development, there are too many homes proposed and it is too dense.

The Planning Board voted 8 – 1 to submit a favorable recommendation to the Board of Commissioners to rezone the approximate 63 acres allowing for the residential development of the property as depicted on the Blackstone Bay Conceptual Plan and approve high-density development within the Watershed WS-IV Critical Area based upon: the developer extending public water and sewer to the property located along Slanting Bridge Road; the proposed development meeting high-quality development standards including additional open space and buffering as depicted on the Conceptual Site Plan prepared by ESP Associates, P.A.; the proposed development being within a quarter mile of an approved master planned high-density mixed-use development where additional services and transportation improvements are planned; the high-density option that would improve water quality by capturing stormwater runoff and treating it through State approved Best Management Practices (BMPs); and the property being adjacent to land identified in the Highway 150 Corridor Study Future Land Use & Economic Opportunity for mixed-use, commercial, and multi-family uses.

CONSENT AGENDA

A. The Board will consider entering into a lease agreement with Cellco Partnership (doing business as Verizon Wireless) for the purpose of approving structural upgrades to the communications tower located behind the Justice Center and leasing antenna space on the tower, property for an equipment building and an easement for utilities. Catawba County owns the communications tower and currently leases space to Verizon for an antenna on the tower and an equipment building beside the tower. Verizon also has an easement for the placement of utilities extending to Highway 321. The current lease expires on June 30, 2016. Verizon would like to make structural upgrades to the tower in order to install new equipment. Since the current lease expires at the end of the fiscal year, it is more efficient to proceed with the letter agreement, approve the structural upgrades and approve the new lease agreement at the same time. The provisions of the new lease include a rental payment from Verizon of \$2,000 per month with a 3% annual escalation. The term of the new lease will be five years with an automatic extension of five years unless terminated by Verizon prior to the end of the then current term. The Board's Policy and Public Work Subcommittee recommends entering into this lease agreement.

B. The Board will consider adopting a four-year reappraisal of real property in accordance with North Carolina General Statute (NCGS) 105-286 (a)(3). With this action, the next reappraisal will become effective on January 1, 2019. Upon a resolution adopted by the Board on October 3, 2011, the last revaluation cycle was accelerated to an effective date of January 1, 2015. Unless a resolution is adopted to again advance the eight-year cycle, the next revaluation will be effective on January 1, 2023. In accordance with NCGS 105-286 (a)(3), "Any county desiring to conduct a reappraisal of real property earlier than required by this subsection (a) may do so upon adoption by the board of county commissioners of a resolution so providing. A copy of any such resolution shall be forwarded promptly to the North Carolina Department of Revenue.

The reasoning in recommending a four-year revaluation cycle includes: A four-year revaluation cycle allows for a more accurate representation of current real estate market values; the level of assessment between personal property and real property remains more equitable by conducting more frequent revaluations. Personal property is valued at 100% every year, while real property is only at 100% on the year of revaluation. Therefore, the tax distribution between real and

personal property can become inequitable during the eight years between real property reappraisals. And public service companies receive an automatic reduction in the fourth and seventh years following the last revaluation if the level of assessment drops below 90% as determined by the N.C. Department of Revenue. The level of assessment is the percent of value on which the public service companies' tax bills are computed. Revaluations of four years or less eliminate this revenue loss. Catawba County lost \$2,285,253.89 in revenue for the years 1995, 1996, 1997, and 1998, the County's last eight-year cycle. By accelerating the last four cycles to four years, the County avoided this loss of revenue. The Board's Policy and Public Works Subcommittee recommends the adoption of a four-year revaluation cycle.

C. The Board will consider granting the Tax Administrator the authority, on an individual basis, to allow extensions for listing personal property. If approved, the extensions will not be granted beyond April 15, 2016. Businesses and corporations whose business year ends on December 31 of each year, and some individuals can have difficulty in completing their listing abstracts by January 31 of each year. This is due to the fact that they are unable to calculate an inventory that is taken on December 31 and submit this figure to the Tax Administrator.

North Carolina General Statute 105-307 allows the Board to grant individual extensions of time for the listing of personal property upon written request and for good cause shown. The request must be filed with the Tax Administrator no later than the ending date of the regular listing period. This means a letter must be written and postmarked no later than January 31, 2016, and this letter must provide the reason the extension is being requested. Extensions granted on an individual basis cannot extend beyond April 15, 2016.

CONTACT: DAVE HARDIN, PUBLIC INFORMATION OFFICER 465-8464

Government of Catawba County, North Carolina

“Keeping the Spirit Alive Since 1842!”

PROCLAMATION NATIONAL MANUFACTURING DAY

WHEREAS, October 2, 2015, has been designated as National Manufacturing Day to highlight manufacturing careers, educate the public, and get the message out that making goods is important to our economic prosperity; and

WHEREAS, National Manufacturing Day is the perfect opportunity to recognize the value manufacturing brings to the Catawba County economy and to showcase our highly skilled workforce; and

WHEREAS, Catawba County’s manufacturing legacy is a point of pride within the community and a significant source of optimism for our economic future; and

WHEREAS, Catawba County and the Hickory Metro rank eighth nationally for concentration of manufacturing; and

WHEREAS, Catawba County’s manufacturers employ more than 22,000 area citizens across our great County; and

WHEREAS, Catawba County’s more than 400 manufacturing companies produce everything from horticultural pots to athletic shoelaces and shopping carts to handcrafted furniture; and

WHEREAS, The Catawba County, Newton-Conover and Hickory City School systems, Catawba Valley Community College, the NC Center for Engineering Technologies, and the Manufacturing Solutions Center are committed to producing highly skilled, advanced manufacturing workers now and in the future to meet employers’ needs.

NOW, THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS, does hereby proclaim October 2, 2015, as Manufacturing Day in Catawba County.

This 21st day of September, 2015.

**Randy Isenhower, Chair
Catawba County Board of Commissioners**

GOVERNMENT OF CATAWBA COUNTY, NORTH CAROLINA

DISTINGUISHED PUBLIC SERVICE AWARD

PHIL WALKER

IS HEREBY AWARDED OFFICIAL COMMENDATION FOR DISTINGUISHED PUBLIC SERVICE

CITATION:

In recognition of your distinguished service to the citizens of Catawba County and the State of North Carolina as a member of the University of North Carolina Board of Governors. Your willingness to hold this appointed position is a model of public service to be followed by others. UNC has benefitted from your commitment to the University's mission to discover, create, transmit, and apply knowledge to address the needs of individuals and society. The Catawba County Board of Commissioners expresses its sincere appreciation for your service and wishes you the best in years to come.

DATE: SEPTEMBER 21, 2015

Randy Isenhower, Chair
Catawba County Board of Commissioners

Government of Catawba County, North Carolina

"Keeping the Spirit Alive Since 1842!"

PROCLAMATION

*Fire Prevention Week
October 4-10, 2015*

WHEREAS, Catawba County is committed to ensuring the safety and security of all those living in and visiting Catawba County; and

WHEREAS, fire is a serious public safety concern, both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,755 people in the United States in 2013, according to the latest research from the nonprofit National Fire Protection Association (NFPA), and fire departments in the United States responded to more than 369,500 home fires; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, three out of five home fire deaths result from fires in homes without working smoke alarms; and

WHEREAS, in one-fifth of all homes with smoke alarms, none were working; and

WHEREAS, residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, residents should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2015 Fire Prevention Week theme, "Hear the Beep Where You Sleep. Every Bedroom Needs a Working Smoke Alarm!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

THEREFORE, THE CATAWBA COUNTY BOARD OF COMMISSIONERS, does hereby proclaim October 4-10, 2015, as Fire Prevention Week in Catawba County, and urges all the citizens of Catawba County to install smoke alarms in every bedroom, outside each sleeping area, and on every level of the home, including the basement and to support the public safety activities during Fire Prevention Week 2015.

This the 21st day of September, 2015.

Randy Isenhower, Chair
Catawba County Board of Commissioners

MEMORANDUM

To: Catawba County Board of Commissioners

FROM: John Eller, Director, Catawba County Social Services

DATE: September 21, 2015

RE: Section 5310, Enhanced Mobility of Seniors and Individuals with Disabilities Program (Urban)

REQUEST

It is requested the Board of Commissioners hold a public hearing in consideration of the submission of a Federal 5310 Urban grant application, to the Greater Hickory Metropolitan Planning Organization, for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.

BACKGROUND

The Section 5310 program requires two grant applications, one for trips originating in urban areas, and one for trips originating in rural areas. Social Services has applied for, and received, funds for this grant the past two-years. The request for urban funds will be submitted to the Greater Hickory Metropolitan Planning Organization, and is due no later than September 30, 2015. The grant application for trips originating in rural areas was made available by the Department of Transportation, with a Call for Projects on September 1, 2015, and is due no later than November 6, 2015.

Catawba County will continue to contract with Western Piedmont Regional Transit Authority (WPRTA) to provide transportation funded by Section 5310. The funds will allow seniors and individuals with disabilities, to primarily attend the congregate nutrition program, have access to essential shopping, medical appointments, pharmacy, banking, and other essential services. Additionally, as funds allow, transportation will be provided for individuals to access education and employment opportunities, volunteer activities, senior centers, and Adult Day Care/Day Health programs when no other transportation is available.

A total of \$150,000 will be requested for trips originating in urban areas in FY 16/17. The grant requires a 20% local match. There is no state match available for the 5310 urban grant. Social Services will provide the match utilizing current local funding allocated for senior transportation. There will be no increased cost to the County.

Approximately 100-180 individuals will receive transportation for the period of the grant (July 2016-June 30, 2017). Many of the seniors will utilize transportation for multiple purposes and a large percentage of the target population will utilize transportation daily. Providing transportation will allow older adults the opportunity and the choice to remain active and involved in the community.

RECOMMENDATION

Staff recommends the Board of Commissioners:

- a) Conduct a public hearing in consideration of submitting a Federal 5310 Urban grant to the Greater Hickory Metropolitan Planning Organization. The grant will be used to provide transportation assistance for elderly individuals and individuals with disabilities residing in urban areas.
- b) Authorize the submission of the grant.
- c) Adopt the Public Transportation Program Resolution regarding the Federal 5310 grant.
- d) Authorize John Eller, Director of Catawba County Social Services, to submit the grant application as outlined in the Resolution.

PUBLIC TRANSPORTATION PROGRAM RESOLUTION

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Status and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for public transportation projects; and

WHEREAS, the purpose of the Section 5310 program is to improve mobility for seniors and individuals with disabilities throughout the country, by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all area.

WHEREAS, WPRTA has been designated as the agency with principle authority and responsibility for administering the Section 5310 Program for the Hickory Urbanized area; and

WHEREAS, Catawba County hereby assures and certifies that it will comply with the federal and state statutes, regulations, executive orders, and all small administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U.S.C.

NOW, THEREFORE, be it resolved that (John Eller, Director, Catawba County Department of Social Services, on behalf of Catawba County Board of Commissioners, is hereby authorized to submit a grant for federal and state funding, provide the required local match, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide public transportation services.

I (Certifying Official's Name)*Barbara Morris, (Certifying Official's Title) County Clerk do hereby certify that the above is true and correct copy of an excerpt from the minutes of a meeting of the (Name of Applicant's Governing Board) Catawba County Board of Commissioners duly held on the 21st day of September 2015.

Signature of Certifying Official

Date

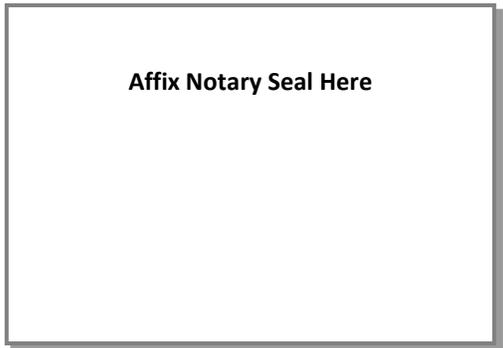
***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me (date) _____

Notary Public Signature _____

Printed Name and Address

My commission expires (date) _____



PUBLIC HEARING RECORD

Public Hearing Notice was published on this date:

APPLICANT: Catawba County

DATE: September 21, 2015

PLACE: Robert E. Hibbits Meeting Room of the 1924 Courthouse

TIME: 7:00 pm

How many of the Board Members or Commissioners attended the public hearing? _____

How many members of the PUBLIC attended the public hearing? _____

I, the undersigned, representing (*Legal Name of Applicant*) **Catawba County** do hereby certify to the North Carolina Department of Transportation that a Public Hearing was held as indicated above and:

During the Public Hearing

Section 5310 Program

(NO public comments)

(Public Comments were made and meeting minutes will be submitted after board approval)

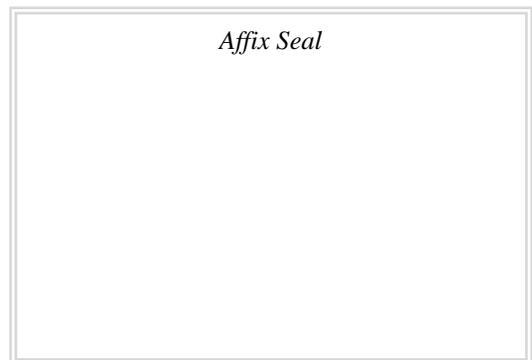
The estimated date for board approval of meeting minutes is: _____

Signature of Clerk/Secretary to the Board

Printed Name and Title

Date

Affix Seal



MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Chris Timberlake, Planner

DATE: September 21, 2015

IN RE: Rezoning Request – Planned Development-Conditional District for a Residential Development called Blackstone Bay

REQUEST

The Board of Commissioners conduct a public hearing to consider rezoning approximately 63 acres (includes right-of-ways and easements) from R-30 Residential (minimum lot size of 30,000 square feet) to Planned Development-Conditional District (PD-CD) for a mixed density residential development.

REVIEW/BACKGROUND

On May 4, 2015, the Board of Commissioners accepted an offer to purchase a 42 acre tract owned by Catawba County located at 4251 Slanting Bridge Road based on contingencies. The Village at Sherrills Ford, LLC desires to purchase the 42 acre tract, combine it with an adjacent 21 acre tract, and rezone both to allow for a mixed - residential housing development called Blackstone Bay.

Land Use and Zoning of the Subject Properties

The subject parcels (two tracts) are zoned R-30 Residential and are both wooded undeveloped properties located west of Slanting Bridge Road (SR 1844) and south of NC Highway 150 in the Sherrills Ford Small Area Planning District, Mountain Creek Township. They are further identified as Parcel ID numbers 4607-19-70-1353 and 4607-04-70-7149.

Adjacent Properties

- **North** – The properties to the north (Parcels 2, 3, 4, 26, and 28 on the attached maps) are zoned R-30 Residential and are occupied by single-family residences. Parcel 27 is zoned R-30 Residential and is a lake access lot within the Pointe Norman subdivision and is the location of a community boat dock.
- **South** – The properties to the south (Parcels 16 – 20 and 22 – 25 on the attached maps) are zoned R-30 Residential and are occupied by single-family residences. Parcel 21 is zoned R-30 Residential and is undeveloped.
- **East** – The properties to the east (Parcels 5 – 9 and 12 – 14 on the attached maps) are zoned R-30 Residential and are occupied by single-family residences. Parcels 10, 11, and 15 are zoned R-30 Residential and are undeveloped.

- **West – Lake Norman**

Rezoning and Planning History of Subject Parcels and Surrounding Area

None to report.

Zoning Standards and Project Description

The two tracts which comprise the proposed Blackstone Bay , are located within the Watershed Protection-Overlay (WP-O) WS-IV Critical Area, Floodplain Management Overlay (FP-O) and the Catawba River Corridor Overlay (CRC-O) Districts, all of which have specific regulations.

In order to comply with the Watershed Protection Overlay, a high-density option is also being requested which allows up to 50% imperviousness with use of stormwater controls. Detailed engineering plans for the impervious area and the types of and design for stormwater facilities to be installed must be submitted to the County for review and approval before construction would begin. Such plans will address the quantity of surface water on and off-site, as required by the State’s watershed regulations. No development, with exception to individual boat docks, is proposed within the floodplain (lakeside). The Catawba River Corridor-Overlay requires that any property line abutting the lake must meet a minimum lot size of 30,000 square feet, minimum lot width of 100’ measured along the waterfront, and minimum setbacks of 30’ for accessory structures from the high water mark (760’).

Blackstone Bay is proposed to consist of a maximum of 200 residential units including up to 175 single-family attached and/or detached residences and 25 single-family lakefront attached or detached residences. The R-30 Residential District allows a density of 76 units (52.9 acres excluding right-of-way/ 30,000 sq. ft. =76). The Planned Development-Conditional District allows for density based on floor area (1 sq. ft. of floor area per 2 sq. ft. of land) rather than units per acre. The maximum proposed density will not exceed 3.7 units per acre.

Open space will be required based on the number of residential units proposed (2,500 sq. ft. open space per unit). Over 11 acres of open space will be required if 200 units are built. Fifteen acres of open space is identified on the conceptual site plan. Fifty-foot buffers are required between the planned development and adjacent residential uses. The development is proposed to include amenities such as internal sidewalks and a pool/clubhouse.

Blackstone Bay Conditions

The applicant proposes to develop Blackstone Bay according to the regulations within the Unified Development Ordinance as well as the conditions listed below:

**Blackstone Bay
Planned Development Conditions and Notes**

1. Setbacks

- External
 - 30' along existing public streets
 - 50' from adjacent existing residential districts
- Internal – Detached Single-family
 - Front 20'
 - Side 5'
 - Rear 10'
- Internal – Attached Single-family
 - Front 20'
 - Side 0'
 - Rear 10'

2. Building Height

- Detached structures – 45'
- Attached structures – 60'

3. Minimum Building Size

- Detached – 1,500 square feet
- Attached – 20' x 40'

4. Access and Transportation

- The developer must prepare a Traffic Impact Analysis to submit to NCDOT for review and approval.
- All proposed public streets shall meet NCDOT standards.

5. Landscaping Buffers

- The developer is responsible for installing additional landscape buffers where existing vegetation is inadequate.

6. Homeowner's Association (HOA)

- An HOA will be formed to maintain all common areas and amenities. The HOA will be responsible for maintaining private access drives and stormwater BMP's.

7. Architectural

- The facades of all single-family and multi-family residential dwellings and accessory structures shall be covered only with brick, stone, hard stucco, wood, or siding consisting of wood or composite material. Vinyl products will be permitted only on soffits, fascia, and window trim and door trim.

Additional Planned Development Notes

These Planned Development Notes form a part of the PD-CD Concept Site Plan (the "Site Plan") for the Blackstone Bay residential development (the "Development") that is planned to be developed on an approximately 63 acre site located at the intersection of Slanting Bridge Road and Enoch Drive (the "Site").

8. This master planned development could contain a variety of residential uses. This Development will further the objectives of the Sherrills Ford Small Area Plan and the Highway 150 Corridor Plan. This Development has been designed in consideration of the unique characteristics and features of the Site.
9. Development of the Site will be governed by the Site Plan, these Planned Development Notes, and by the standards of the Catawba County Unified Development Ordinance (the "UDO"). The development depicted on the Site Plan is intended to reflect the arrangement of proposed uses and structures on the site, but the exact configuration, placement, and size of individual site elements may be altered or modified within the limits prescribed by the UDO during the design development and construction phases. The Site Plan and these Planned Development Notes are intended to enable the development of this proposed Development.
10. The development of the Site will also be in conformance with the relevant provisions of the UDO except as noted in these Planned Development Notes. Because of the unique nature of the Development and the potential for inconsistencies between the Planned Development zoning district and the UDO, the Planning Staff may approve alternative development standards provided that such alternative development standards comply with the spirit of the standards and regulations. Developer may also seek amendments to the text of the UDO and the text of these Planned Development Notes.
11. Buffer areas and project edges will be established on the Site in accordance with the requirements of the UDO.
12. Signage on the Site will comply with the standards of the UDO.
13. Lighting on the Site will comply with the standards of the UDO.
14. Screening will conform to the applicable standards of the UDO.
15. All driveway and street connections are subject to approval by the North Carolina Department of Transportation ("NCDOT").
16. Developer will construct a street network with appropriate collector and other streets, all of which will be reviewed as part of the normal subdivision process.

17. Developer will comply with the applicable portions of the Floodplain Management Overlay and Watershed Protection Overlay-high density option standards of the UDO. The provisions of the Site Plan and these Planned Development Notes will supplant the Catawba River Corridor standards. Further, Developer reserves the right to utilize individual site or larger area-wide storm water detention and management facilities, ponds, and related facilities.
18. The exact location and extent of the open space areas will be determined through the detailed design and subsequent review of development plans. The open space areas will be developed with a combination of active and passive recreation areas, trails, pathways, and other amenities.
19. In order to be able to adapt to varying market conditions, emerging trends that encourage high quality design and innovative arrangement of buildings and open space throughout the Site, substantial flexibility from the conventional standards is possible by modifying the following standards established in these regulations:
 - Street right-of-way must meet NCDOT standards
 - Street type and construction standards (including width) for public streets must meet NCDOT standards
 - Lot size
 - Lot width
 - Setbacks and yards
 - Building separation
 - Public street frontage
 - Off-street parking

The details of these modifications, if they are proposed, may be approved by the Planning Director and will be included in the normal development review processes.

20. Developer acknowledges that other standard development requirements imposed by the UDO or other County ordinances may apply to the development of this Site.
21. The term “Developer” shall be deemed to include the heirs, devisees, grantees, personal representatives, successors in interest and assignees of Developer and any subsequent owner or owners of the Site who may be involved in its development from time to time.

Utilities

Public water and sewer are not currently available along Slanting Bridge Road to the properties. The developer will be responsible for design and engineering, permitting, and installing the sewer and water lines along Slanting Bridge Road and within Blackstone Bay according to the City of Hickory and the state’s specifications. Once installed and approved, the utilities will become part of the County’s system, maintained by the City of Hickory.

Transportation

A Traffic Impact Analysis (TIA) will be produced by the developer and will be reviewed by NCDOT. Pending approval of the TIA by NCDOT, any transportation and traffic improvements

required by NCDOT must be constructed by the developer to mitigate adverse impacts created by the proposed development.

Slanting Bridge Road is considered a local residential road by the Catawba County Transportation Plan. Local residential roads collect traffic from local residential subdivision roads and carry traffic to higher road system networks.

Slanting Bridge Road is a 2-lane roadway. 2013 traffic counts were taken north of the site and south of the site below the intersection of Keistlers Store Road and Slanting Bridge Road. This study measured an average daily traffic (ADT) count of 6,600 and 6,000 respectively.

The capacity of this particular span of Slanting Bridge Road is estimated to be approximately 12,000 to 15,000 vehicles per day (VPD) based upon the existing road width. There are no proposed improvements recommended for this section of Slanting Bridge Road at this time. Based upon the proposed maximum density of 200 units, the increased traffic associated with the development would not exceed the capacity of the existing roadway.

In addition to vehicular transportation improvements, the developer will install sidewalks within the development.

Land Use Plan

The Highway 150 Corridor Plan, which was adopted on September 8, 2014, provides land use recommendations. Map 6, titled "Future Land Use & Economic Opportunity" recommends a residential land use of 1.33 dwellings per acre (equivalent of R-30 Residential). The request is therefore inconsistent with the adopted land use plan but, reasonable for consideration due to the following:

1. The Sherrills Ford Small Area Plan adopted February 17, 2003, recommended a high-density residential corridor along roads where public utilities are available.
2. The developer plans to extend public water and sewer to the property.
3. The property is within .25 mile of an approved master planned high-density mixed-use development.

Staff Recommendation

Staff recommended to the Planning Board that it submit a favorable recommendation to the Board of Commissioners to rezone the approximate 63 acres allowing for the residential development of the property as depicted on the Blackstone Bay Conceptual Plan as well as approve high-density development within the Watershed WS-IV Critical Area based upon:

1. The developer extending public water and sewer to the property located along Slanting Bridge Road;
2. The proposed development meeting high-quality development standards including additional open space and buffering as depicted on the Conceptual Site Plan prepared by ESP Associates, P.A.;

3. The proposed development being within .25 mile of an approved master planned high-density mixed-use development where additional services and transportation improvements are planned;
4. The high-density option will improve water quality by capturing stormwater runoff and treating it through State approved Best Management Practices (BMPs); and
5. The property is adjacent to land identified on Map 6: Hwy. 150 Corridor Study Future Land Use & Economic Opportunity for mixed-use, commercial, and multi-family uses.

Public Hearing Discussion

The Planning Board held a public hearing on August 31, 2015, to consider the request. Ten citizens shared concerns during the public hearing. Their general concerns are listed below as well as staff's information (blue text) regarding each concern.

- What will happen to Enoch Drive, which is a privately maintained road?
 - At a minimum, the developer is responsible for improving Enoch Drive to state standards, from its intersection with Slanting Bridge Road to the subdivision entrance.
- What about additional traffic along Slanting Bridge Road, Enoch Drive, and at the intersection of Slanting Bridge Road and Enoch Drive?
 - The developer has offered to complete a Transportation Impact Analysis (TIA) which will be a pre-development condition, if approved. The TIA will account for existing traffic, existing development approvals (i.e. Village at Sherrills Ford), future traffic associated with Blackstone Bay, and list recommended traffic improvements in order to mitigate congestion associated with the proposed development. NCDOT will require the recommended improvements based upon timeframe of development.
- What about water run-off into the lake?
 - The high-density development option requested within the WS-IV Critical Area Watershed will necessitate that the developer installs curb and gutter and engineered stormwater treatment (retention) systems. The stormwater facilities will reduce the amount of existing run-off as well as filter contaminants from stormwater.
- Enoch Drive is a private road and will Blackstone Bay be able to use a private lake access lot at the lower end of the road?
 - Enoch Drive was formerly part of SR 1844 (Slanting Bridge Road) before the lake was built. When Slanting Bridge Road was extended into Lincoln County, NCDOT abandoned maintenance on what is now known as Enoch Drive. As such, Enoch Drive is now a publicly dedicated roadway but, privately maintained. The lake access lot is not part of the Blackstone Bay project and lot owners would not be authorized to use that access unless permission granted.

- What about the capacity within the school system?
 - The current capacity at Sherrills Ford Elementary is 598 and enrollment is 504. Staff is of the understanding that additional classrooms could be added at the elementary school before a new school is necessary. The current capacity at Mill Creek Middle School is 700 with an enrollment of 475. The current capacity at Bandy's High School is 900 and with an enrollment of 870. A gymnasium at Bandy's High School is planned after which additional classrooms may be possible. Both would help with capacity. School numbers are currently down slightly from previous years likely due to charter, home, and private school enrollment. Planning staff maintains communication with the school system regarding proposed and approved developments to aid in future planning.
- There will be additional boat traffic on the lake and within coves where there are already too many accidents.
 - Law enforcement from N. C. Wildlife Resource Commission, Catawba County Sheriff's Department, Iredell County Sheriff's Department, and Lincoln County Sheriff's Department have full jurisdiction on the lake and respond to issues as necessary.
- Will the shore be stabilized or improved and will docks be built?
 - The developer or an individual lot owner could choose to stabilize and improve the shoreline subject to Duke Energy's Lake Management and North Carolina Department of Environment and Natural Resources regulations. Docks or piers would be subject to permitting and approval through Duke Energy's Lake Management.
- Was this property identified in the Sherrills Ford Small Area Plan and recommended for medium-density (R-30 Residential, 30,000 square feet) residential development?
 - This property was recognized in the Sherrills Ford Small Area Plan (SAP) recommended for medium-density development. The Sherrills Ford SAP also promoted higher-density residential where public utilities are planned (i.e. Sherrills Ford Rd.). When the Highway 150 Corridor Plan was adopted, it superseded the Sherrills Ford Small Area Plan and while it too recommended medium-density residential, the property is adjacent to an area recommended for commercial/mixed-use/multi-family uses and will be served by public utilities installed by the developer.

Mr. Robert Davis spoke on behalf of the applicant and addressed concerns about the road and traffic improvements and referred to applicant's willingness to complete a TIA. He also commented on piers needing to receive Duke Energy's approval and the applicant's willingness to meet with the school system to discuss needs. He stated the architectural standards for the residences will be above those within the Unified Development Ordinance and addressed other issues concerning a private lake access lot off Enoch Drive.

There were several comments from the Planning Board including:

- This is a planned high-quality development where the developer has voluntarily agreed to a TIA which is a big improvement for a development of this size
- It is a novel use of property bisected by a railroad track.
- The level of plan available at this stage is usually not what is seen at this point in the residential development stage.
- Although this is a really nice development, there are too many homes proposed and it is too dense.
- What are the contingencies for the sale of the property?
 - Contingencies within the offer to purchase included incorporating the property as part of the Development Agreement between Catawba County and The Village at Sherrills Ford LLC, the rezoning of the property being approved, and CSX Railroad approving railroad crossings providing access to the lakeside property. Note: Since there were no additional negotiations between the applicant, Catawba County, and The Village at Sherrills Ford LLC, legal staff saw no need to revise the development agreement to include Blackstone Bay.

PLANNING BOARD RECOMMENDATION

The Planning Board voted 8 – 1 to submit a favorable recommendation to the Board of Commissioners to rezone the approximate 63 acres allowing for the residential development of the property as depicted on the Blackstone Bay Conceptual Plan as well as approve high-density development within the Watershed WS-IV Critical Area based upon:

1. The developer extending public water and sewer to the property located along Slanting Bridge Road;
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REZONING REQUEST MAP

Owner 1A: Village at Sherrills Ford, LLC
 PIN: 4607-19-70-1353
 Owner 1B: Catawba County
 PIN: 4607-04-70-7149
 R-30 Residential to
 PD-CD
 Planned Development-Conditional District

-  Subject Parcels
-  Lakes
-  Structures
-  Water Lines
-  Sewer Lines
-  Railroad
-  HC
-  O-I
-  PD-CD
-  R-20
-  R-30

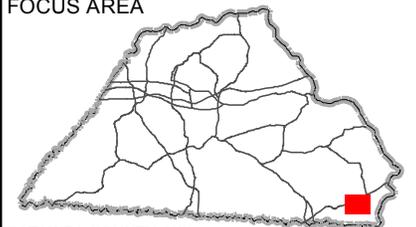
1 Through 28 - See Adjacent Property Owner List
 Parcels fall within the following Overlays: WP-O, FPM-O & CRC-O



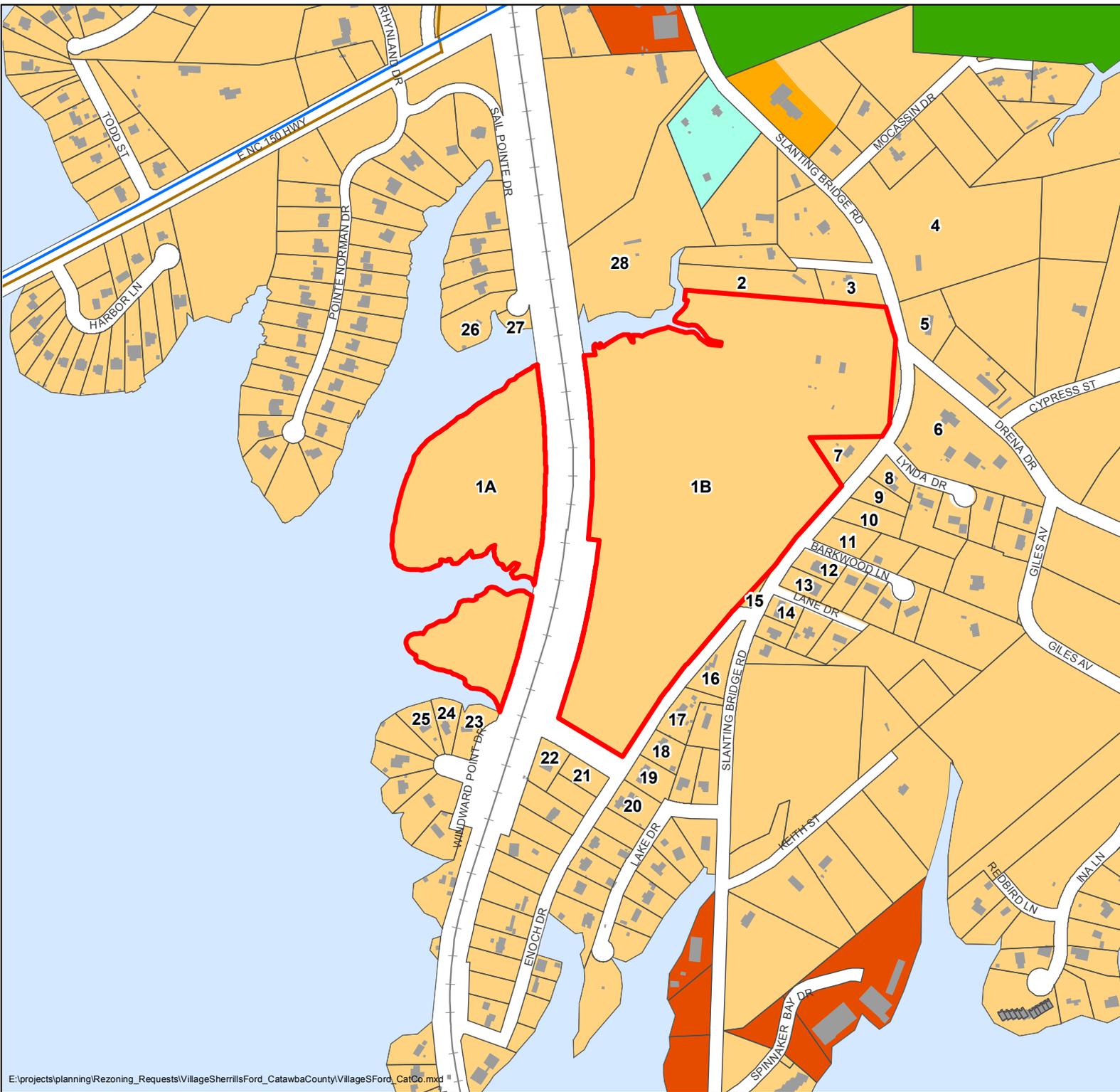
1 inch = 600 feet

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FOCUS AREA



CATAWBA COUNTY, NC



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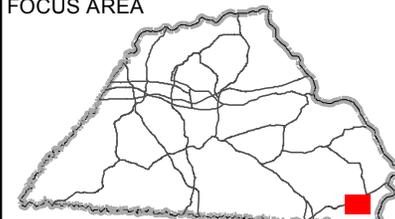
1 Through 24 - See Adjacent Property Owner List
 Parcels fall within the following Overlays: WP-O, FPM-O & CRC-O



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FOCUS AREA



CATAWBA COUNTY, NC



REZONING REQUEST MAP

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 R-30 Residential to
 PD-CD
 Planned Development-Conditional District

-  Subject Parcels
-  Structures
-  Water Lines
-  Sewer Lines
-  Railroad
-  CRC-O
-  FPM-O
-  WP-O
-  Lakes

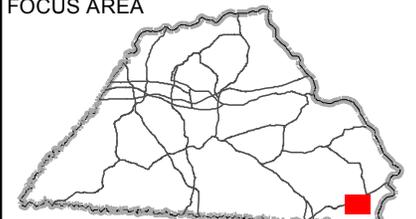
1 Through 28 - See Adjacent Property Owner List
 Parcels fall within the following Overlays: WP-O, FPM-O & CRC-O



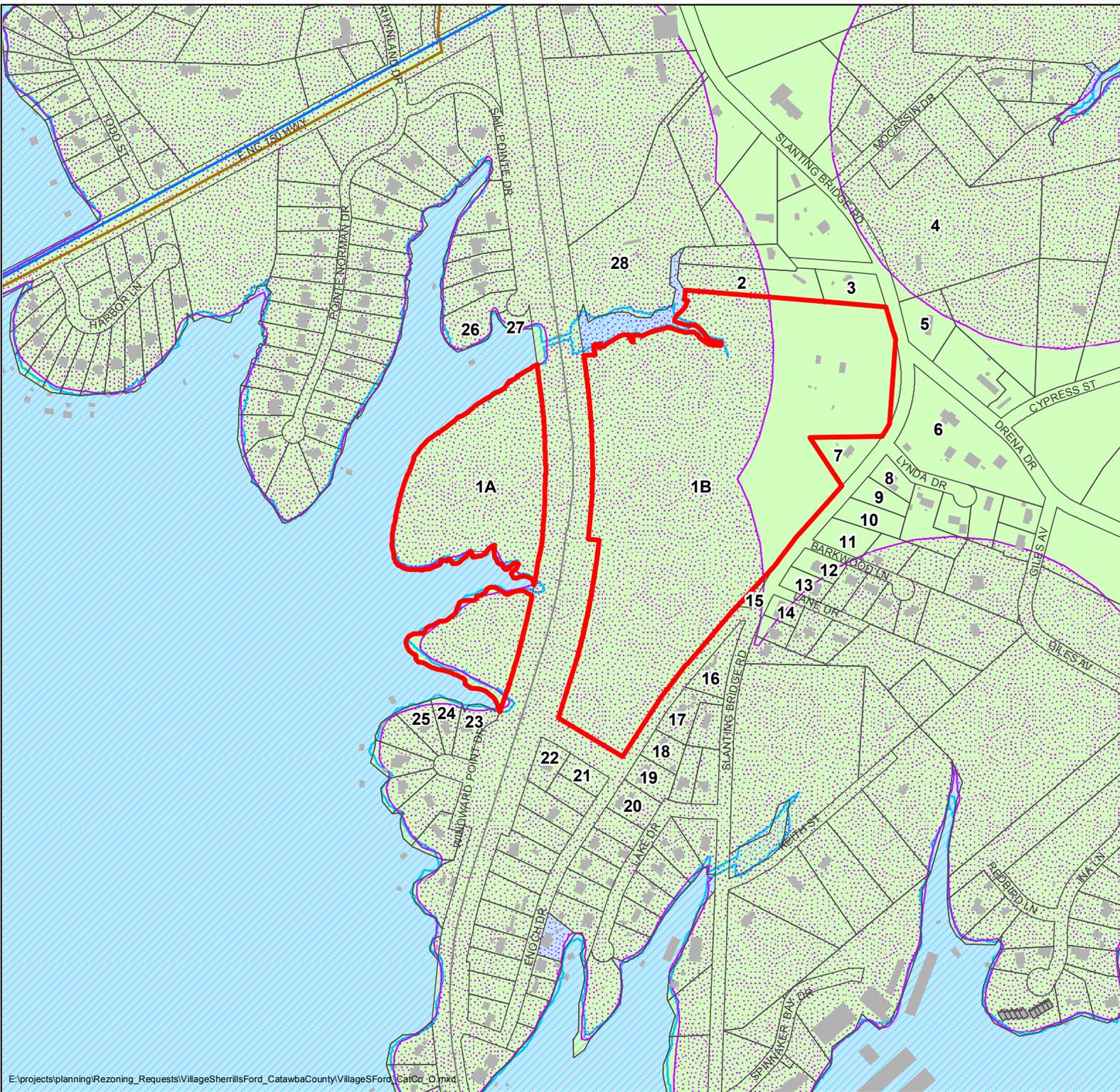
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FOCUS AREA

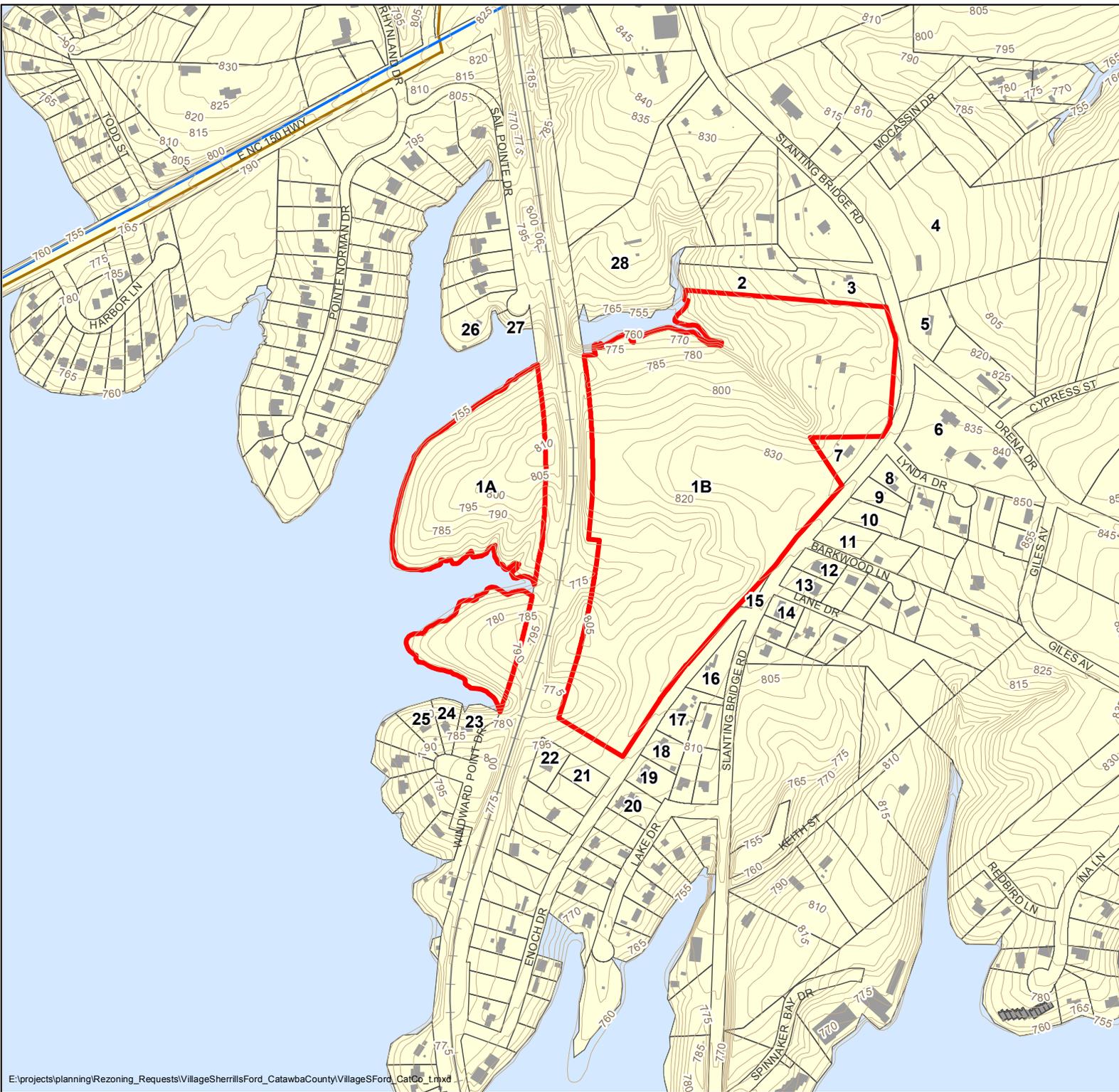


CATAWBA COUNTY, NC



REZONING REQUEST MAP

Owner 1A: Village at Sherrills Ford, LLC
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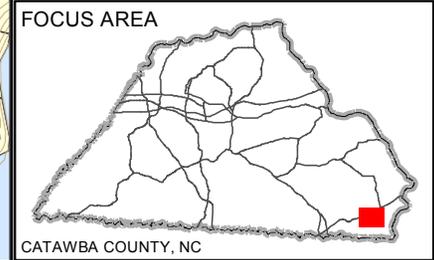
- Contour Lines
- Subject Parcels
- Lakes
- Water Lines
- Structures
- Sewer Lines
- Railroad

1 Through 28 - See Adjacent Property Owner List
 Parcels fall within the following Overlays: WP-O, FPM-O & CRC-O



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Subject Property



Adjacent Properties – South



Adjacent Properties – South



Adjacent Properties – East



Adjacent Properties – East



Adjacent Properties – East

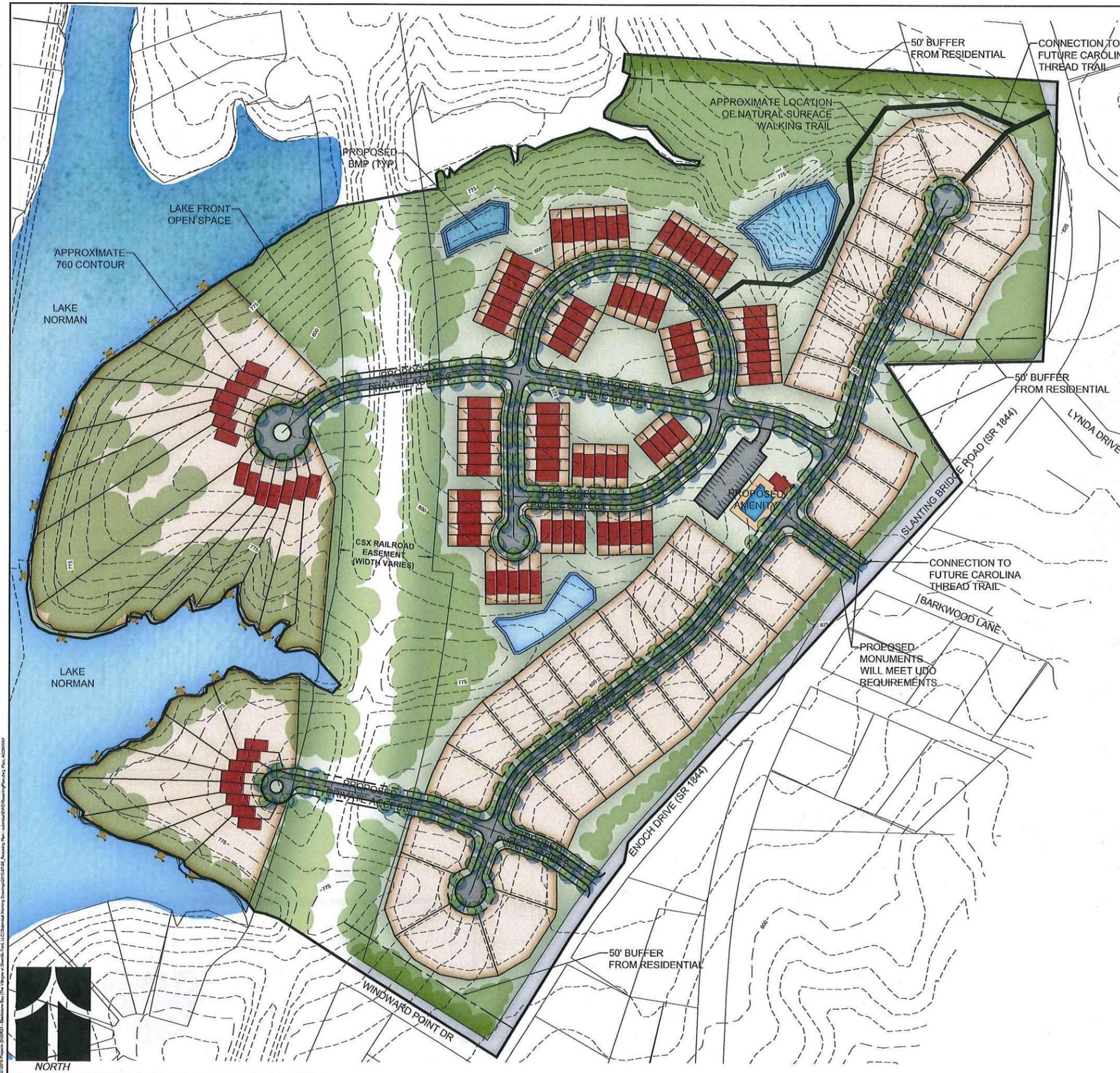


Adjacent Properties – North



ADJACENT PROPERTY OWNERS

NUMBER	PIN	CALCAC	OWNER	OWNER 2	ADDRESS	CITY	STATE	ZIP	BLDG #	STREET NAME
1A	460719701353	13.60	THE VILLAGE AT SHERRILLS FORD LLC		617 N MAIN ST	BELMONT	NC	28012-3137		
1B	460704707149	39.31	CATAWBA COUNTY		PO BOX 389	NEWTON	NC	28658-0389	4251	SLANTING BRIDGE RD
2	460704813205	1.76	MASSEY HOLDINGS LLC		18127 HARBOR MIST RD	CORNELIUS	NC	28031-6010	4203	SLANTING BRIDGE RD
3	460704817252	0.88	GARY N BISHOP SR	DJUANA KRAFT-COREY	4207 SLANTING BRIDGE RD	SHERRILLS FORD	NC	28673-9258	4207	SLANTING BRIDGE RD
4	460704912419	8.23	LARRY D GEER	JULIA B GEER	16535 RIVERPOINTE DR	CHARLOTTE	NC	28278-5804	4182	SLANTING BRIDGE RD
5	460704910097	1.13	ROBERT S GRIFFIN		7960 DRENA DR	SHERRILLS FORD	NC	28673-9348	7960	DRENA DR
6	460704902562	4.36	LARRY WAYNE KEPLEY	SHELBA JEAN KEPLEY	PO BOX 343	TERRELL	NC	28682-0343	7989	DRENA DR
7	460704807429	0.81	GEORGE ARNOLD HERRON	BOBBIE JO HERRON	4289 SLANTING BRIDGE RD	SHERRILLS FORD	NC	28673-9258	4289	SLANTING BRIDGE RD
8	460704809313	0.45	EVELYN E BREWTON		3016 DAHLGREEN RD	RALEIGH	NC	27615-4085	7945	LYNDA DR
9	460704808299	0.50	ERIC M ZANNINI		4300 SLANTING BRIDGE RD	SHERRILLS FORD	NC	28673-9259	4300	SLANTING BRIDGE RD
10	460704808169	0.69	WAYNE HARLEY RINK		4403 SCALYBARK LN	SHERRILLS FORD	NC	28673-8321	4303	SLANTING BRIDGE RD
11	460704807160	0.69	A BETTER WAY JER2911 LLC		PO BOX 362	TERRELL	NC	28682-0362	4318	SLANTING BRIDGE RD
12	460602895997	0.46	JOHN MONROE BEANE III	LAUREN M BEANE	7935 BARKWOOD LN	SHERRILLS FORD	NC	28673-9109	7935	BARKWOOD LN
13	460602895940	0.46	PARKS T SHUMAKE		7914 LANE DR	SHERRILLS FORD	NC	28673-8214	7914	LANE DR
14	460602894759	0.35	EDGAR H JOHNSON JR REVOCABLE DECLARATION OF TRUST		4350 SLANTING BRIDGE RD	SHERRILLS FORD	NC	28673-9259	4350	SLANTING BRIDGE RD
15	460602893815	0.15	ENOCH F SIGMON HEIRS		8060 DRENA DR	SHERRILLS FORD	NC	28673-9349		SLANTING BRIDGE RD
16	460602891565	0.74	J D MELTON	GEORGIA H MELTON	4134 JOYCETON ST	CHARLOTTE	NC	28208-2910	4416	ENOCH DR
17	460602890301	0.73	LARRY DAVIS	RHONDA DAVIS	4438 ENOCH DR	SHERRILLS FORD	NC	28673-9212	4438	ENOCH DR
18	460602799148	0.52	DEBRA RUSHIN HEIRS		4452 ENOCH DR	SHERRILLS FORD	NC	28673-9212	4452	ENOCH DR
19	460602798088	0.62	CLIFFORD V BARNETT JR	MICHELE A BARNETT	4460 ENOCH DR	SHERRILLS FORD	NC	28673-9212	4460	ENOCH DR
20	460602787993	0.65	NORMAN E CLEVELAND		4476 ENOCH DR	SHERRILLS FORD	NC	28673-9212	4476	ENOCH DR
21	460602795078	0.48	POWELL FLOYD SIGMON	VIRGINIA C SIGMON	1421 PROMISE VIEW ACRES DR	NEWTON	NC	28658-8620	4487	ENOCH DR
22	460602794102	0.56	TIMOTHY P BRETTIN II	RITTA E BRETTIN	7791 WINDWARD POINT DR	SHERRILLS FORD	NC	28673-9206	7791	WINDWARD POINT DR
23	460602790267	0.64	WILLIAM R JABS		6061 BRIGHTON RD	BRIGHTON	MI	48116-7721	7744	BARRY CT
24	460602699370	0.48	MAC A THOMAS	DIANA L THOMAS	7740 BARRY CT	SHERRILLS FORD	NC	28673-9204	7740	BARRY CT
25	460602698288	0.57	F EUGENE REES		305 MARION ST	MOUNT AIRY	NC	27030-2941	7734	BARRY CT
26	460719710088	1.06	CURTIS D GROEN	GAYLE I GROEN	7849 SAIL POINTE DR	SHERRILLS FORD	NC	28673-8360	7849	SAIL POINTE DR
27	460719712087	0.23	POINTE NORMAN OWNERS ASSOCIATON OF CATAWBA INC		PO BOX 12	TERRELL	NC	28682-0012		
28	460704718582	6.64	EDDIE KEITH LAWING		PO BOX 326	TERRELL	NC	28682-0326	4125	SLANTING BRIDGE RD



- Site Development Data:**
- Acreage: ± 61 acres
 - Tax Parcel #: 460719701353 & 460704707149
 - Existing Zoning: R-30
 - Proposed Zoning: PD-CD, Planned Development
 - WS-IV Critical Area Watershed: 50% impervious under High Density Option and/or 24% impervious under Low Density Option
 - No FEMA Flood Zone on property beyond 760 Elevation at Lake Norman per FEMA panel #s 37101607001 & 3710160600K
 - Existing Uses: Vacant
 - Proposed Uses: Planned Residential Development.
 - Proposed Maximum Densities:
 - 175 Single-Family Attached or Detached, and
 - 25 Single Family Lake-Front Attached or Detached
 - External Development Setbacks:
 - 30' along existing public streets
 - 50' from adjacent existing residential districts
 - Proposed Minimum Building Size for Detached: 1,500 s.f. ✓
 - Proposed Minimum Building Size for Attached: 20x40' ✓
 - Proposed Maximum Building Height for Detached: 45' ✓
 - Proposed Maximum Building Height for Attached: 60' ✓
 - Proposed Minimum Setbacks for Detached Units:
 - Front*: 20'
 - Side: 5'
 - Rear: 10'
 - Proposed Minimum Setbacks for Attached Units:
 - Front*: 20'
 - Side: 0'
 - Rear: 10'
- *Front setback shall be measured from face of garage.

- 1. Access and Transportation:**
- A TIA will be prepared and submitted to NCDOT for their review and approval.
 - All proposed public streets shall meet NCDOT standards.
 - The placement and configuration of the vehicular access points are subject to any minor modifications required to accommodate final site development and construction plans and to any adjustments required for approval by NCDOT in accordance with applicable published standards.
 - The alignment of the internal vehicular circulation and driveways may be modified by the Petitioner to accommodate changes in traffic patterns, parking layouts and any adjustments required for approval by NCDOT in accordance with published standards.
 - Applicant shall reserve R/W as required by NCDOT or the County State Transportation Improvement Program.

2. Project Phasing:
The proposed development will be phased based on market conditions.

3. Landscaping Buffers:
Existing landscaping will be used to meet buffer screening requirements where possible. Supplemental plantings will be installed where existing vegetation is inadequate.

4. Homeowner's Association (HOA):

- A HOA will be formed to own and maintain all common areas and amenities.
- The HOA will be responsible for maintaining private access drives and BMPs.

5. Open Space:

- Amount of open space required in PD zoning:
2,500 s.f. x number of residential units = 2,500x200 = 11.48 Acres
- Amount of open space required in a Cluster Subdivision:
25% of net acreage = .25 x 48.68 = 12.17 Acres
(Net Acreage = Total area - Railroad easement - proposed R/W)
63.37 - 7.62 - 7.07 = 48.68 Acres
- Minimum amount of open space proposed: 15 Acres

6. Architectural:
The facades of all single family and multi-family residential dwellings and accessory structures shall be covered only with brick, stone, hard stucco (synthetic stucco is not permitted), wood, or siding consisting of wood or composite material; provided, that any horizontal siding must be completely supported to maintain a straight and even outer surface and must be fully and properly finished. Vinyl products will be permitted only on soffits, fascia, window trim and door trim.



ESP Associates, P.A.
3475 Lakemont Blvd. 20484 Charwell Center Dr.
Fort Mill, SC 29708 Site D
P- 803.802.2440 Cornelius, NC 28031
F- 803.802.2515 P- 704.990.9428
www.espassociates.com

This drawing and/or the design shown are the property of ESP Associates, P.A. The reproduction, alteration, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.
ESP Associates, P.A.

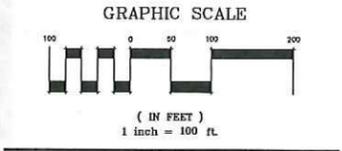
The Village at Sherrills Ford, LLC

617 N. Main St
Belmont, NC 28012

BLACKSTONE BAY

CONCEPT SITE PLAN

PROJECT LOCATION CATAWBA CO., N.C.



PROJECT NO			
DRAWING			
DATE	7.7.2015		
DRAWN BY	SB		
CHECKED BY	DB		
ESP / CLIENT REVISION			
NO.	DATE	BY	REVISION
AGENCY / SUBMITTAL REVISION			
NO.	DATE	BY	REVISION



July 18, 2015

**PD-CD REPORT
BLACKSTONE BAY SUBDIVISION
SLANTING BRIDGE ROAD
CATAWBAY COUNTY, NC**

PROJECT NARRATIVE

Blackstone Bay, a proposed residential community, will offer two hundred attached or detached homes allocated on approximately sixty-one (61) acres with Lake Norman shoreline being available. It is located about one thousand feet south of The Village of Sherrills Ford development; putting it in close proximity to other additional conveniences.

The subject development complies with the PD-CD zoning district requirements and the Sherrills Ford small area plan. The property is currently zoned R-30 and located within the Lake Norman IV-CA Watershed: which allows 24% impervious under the low-density option and 50% under the high-density option.

Access to the site is planned to be designated between Slanting Bridge Road and Enoch Drive. Current land uses surrounding the site include single family residential. The Concept Site Plan, Development Notes, and Details are included for reference.

Several key features of the proposed community will be the ample open spaces, a community pool and clubhouse, and a lakefront park. A sidewalk system and nature trail will be constructed to connect the proposed community to the future Carolina Thread Trail.

A TIA is being prepared for NCDOT's review and approval.

Sincerely,
ESP Associates, P.A.

Catawba County Rezoning/Ordinance Text Amendment Application

Applicant Village at Sherrills Ford, LLC Phone # 704-400-2626
Applicant's Fax _____ Applicant's Email morrowproperties222@gmail.com
Applicant's Mailing Address 617 N. Main Street City, State, Zip Belmont, NC 28012
Property Owner Village at Sherrills Ford, LLC Phone # 704-400-2626
Property Owner's Mailing Address 617 N. Main Street City, State, Zip Belmont, NC 28012
Parcel 911 Address 4251 Slanting Bridge RD PIN # 460719701353 & 460704707149
Subdivision Name and Lot # N/A
Current Zoning District R-30 Proposed Zoning District PD-CD

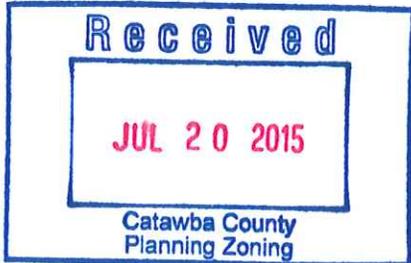
Type of Rezoning Application:

- General Rezoning**
 - The general information listed below shall be submitted with the rezoning application.
- Planned Development Rezoning**
 - All information contained in the Planned Development Chart of the Procedures Manual is to be shown on a plan submitted with the application and the general information below.
- Special District Rezoning**
 - All information contained in the Special District Development Chart of the Procedures Manual is to be shown on a plan submitted with the application and the general information below.
- Conditional District Rezoning**
 - All information contained in the Conditional District Development Chart of the Procedures Manual is to be shown on a plan submitted with the application. The complete application includes the general information below and specific development conditions substantially agreed to by the staff and applicant as well as a development agreement if applicable.
- Manufactured Home Park Rezoning**
 - All information contained in the Manufactured Home Park Development Chart of the Procedures Manual is to be shown on a plan submitted with the application and the general information below.
 - Proposed Park Name _____
- Ordinance Text Amendment**
 - Submit general information listed below.

General Information to be attached:

- If a portion of an existing parcel is requested to be rezoned, a survey of the portion of the parcel(s) covered by the proposed amendment at a scale no smaller than 1 inch equals 200 feet, on a 18 x 24 inch map and one 8 x 11 inch map (30 copies).
- Submittal of 30 copies of each map including digital copies in .pdf or .jpg format.
- If applicable, a legal description of such land
- If applicable, a detailed statement of any alleged error in the Unified Development Ordinance which would be corrected by the proposed amendment, and a detailed explanation of the manner the proposed amendment will correct the alleged error.
- A detailed statement of all other circumstances, factors, and reasons, which applicant offers in support of the proposed zoning map or text amendment.
- Filing Fee: Per Catawba County Fee Schedule

Applicant's Signature _____ Date 7/13/15
Property Owner's Signature _____ Date _____



Blackstone Bay

Proposed Development
Master Plan & Conceptual



Blackstone Bay, a proposed residential community, will offer two hundred attached or detached homes allocated on approximately sixty-one (61) acres with Lake Norman shoreline being available. It is located about one thousand feet south of The Village of Sherrills Ford development; putting it in close proximity to other additional conveniences.

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Several key features of the proposed community will be the ample open spaces, a community pool and clubhouse, and a lakefront park. A sidewalk system and nature trail will be constructed to connect the proposed community to the future Carolina Thread Trail.



About Blackstone Bay



Blackstone Bay

Acreage: +/- 61 Acres

Tax Parcels: 460719701353 & 460704707149

Zoning:

Existing: R-30

Proposed: PD-CD, Planned Development
 WS-IV Critical Area Watershed: 50% impervious under High Density Option and/or 24% impervious under Low Density Option

Uses:

Existing: Vacant

Proposed: Planned Residential Development

Proposed Maximum Densities:

175 Single-Family Attached or Detached
 25 Single-Family Lakefront Attached or Detached

External Development Setbacks:

30' along existing public streets
 50' from adjacent existing residential districts

Proposed Minimum Detached Building Size:

1,500 SF

Proposed Minimum Attached Building Size:

20' x 40'

Proposed Maximum Detached Building Height:

45'

Proposed Maximum Attached Building Height:

60'

Proposed Minimum Detached Setbacks:

Front: 20'*
 Side: 5'
 Rear: 10'

Proposed Minimum Attached Setbacks:

Front: 20'*
 Side: 0'
 Rear: 10'

*Front setback shall be measured from face of garage.

Overall Master Plan

Single-Family Homes at Blackstone Bay



Single-Family Lots

Town Homes at Blackstone Bay



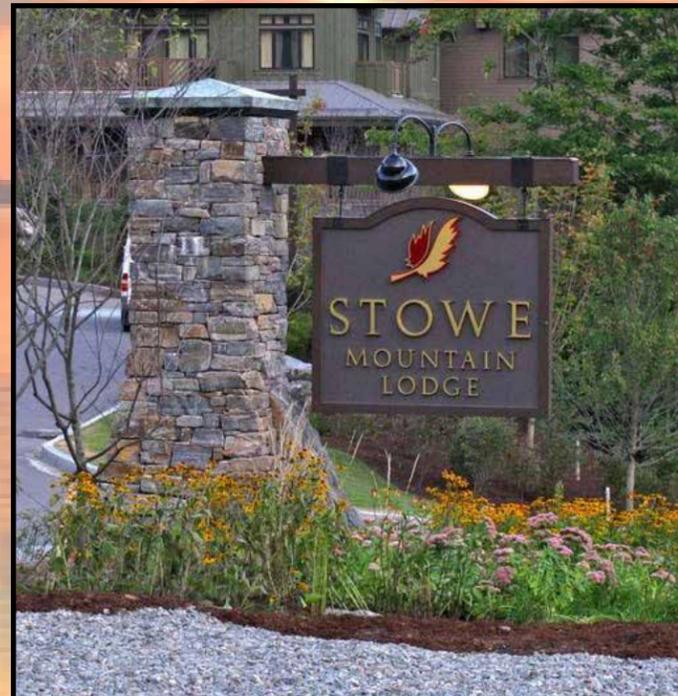
Townhomes

Lake Front Homes at Blackstone Bay



Lakefront Lots

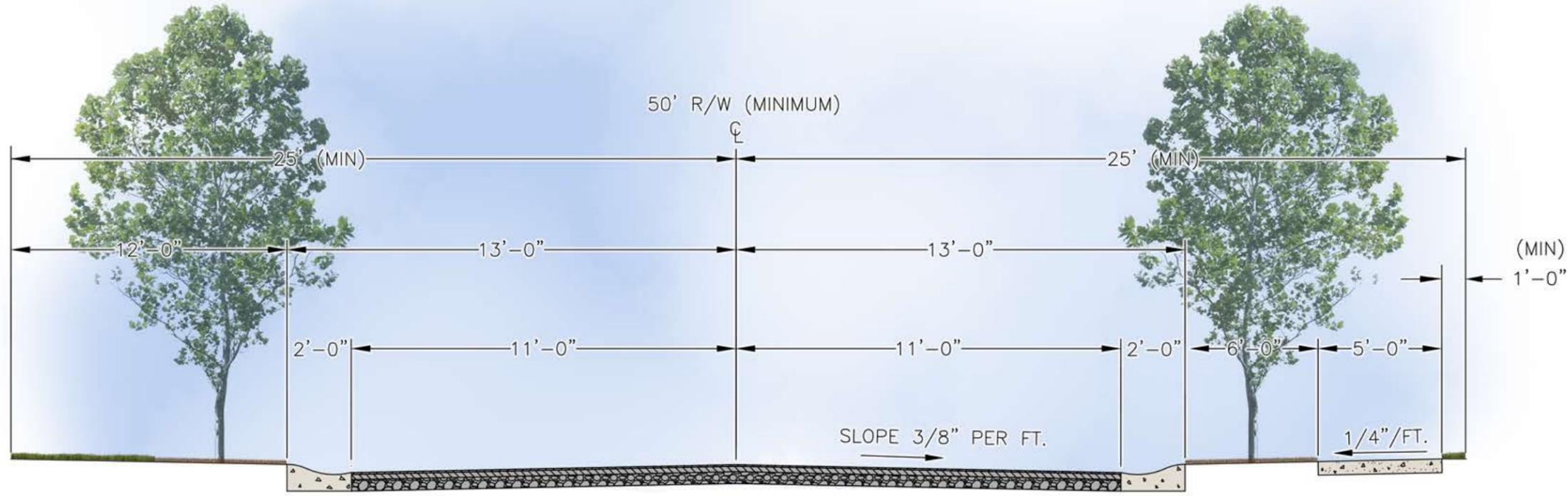
Blackstone Bay



Conceptual Signage & Entry Features

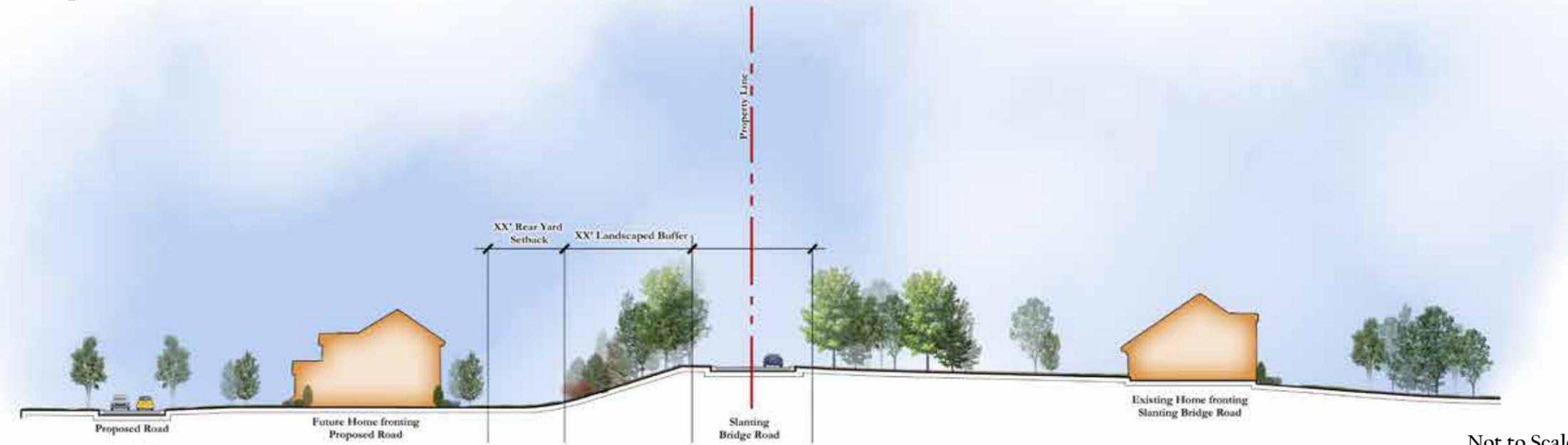
Blackstone Bay

Conceptual Internal Street Section



Not to Scale

Conceptual Buffer Section



Not to Scale

Conceptual Cross Sections

1. Access and Transportation:

- a. A TIA will be prepared and submitted to NCDOT for their review and approval.
- b. All proposed public streets shall meet NCDOT standards.
- c. The placement and configuration of the vehicular access points are subject to any minor modifications required to accommodate final site development and construction plans and to any adjustments required for approval by NCDOT in accordance with applicable published standards.
- d. The alignment of the internal vehicular circulation and driveways may be modified by the Petitioner to accommodate changes in traffic patterns, parking layouts and any adjustments required for approval by NCDOT in accordance with published standards.
- e. Applicant shall reserve R/W as required by NCDOT or the County State Transportation Improvement Program.

2. Access and Transportation:

The proposed development will be phased based on market conditions.

3. Landscaping Buffers:

Existing Landscaping will be used to meet buffer screening requirements where possible. Supplemental plantings will be installed where existing vegetation is inadequate.

4. Homeowner's Association (HOA):

- a. A HOA will be formed to own and maintain all common areas and amenities.
- b. The HOA will be responsible for maintaining private access drives and BMPs.

5. Open Space

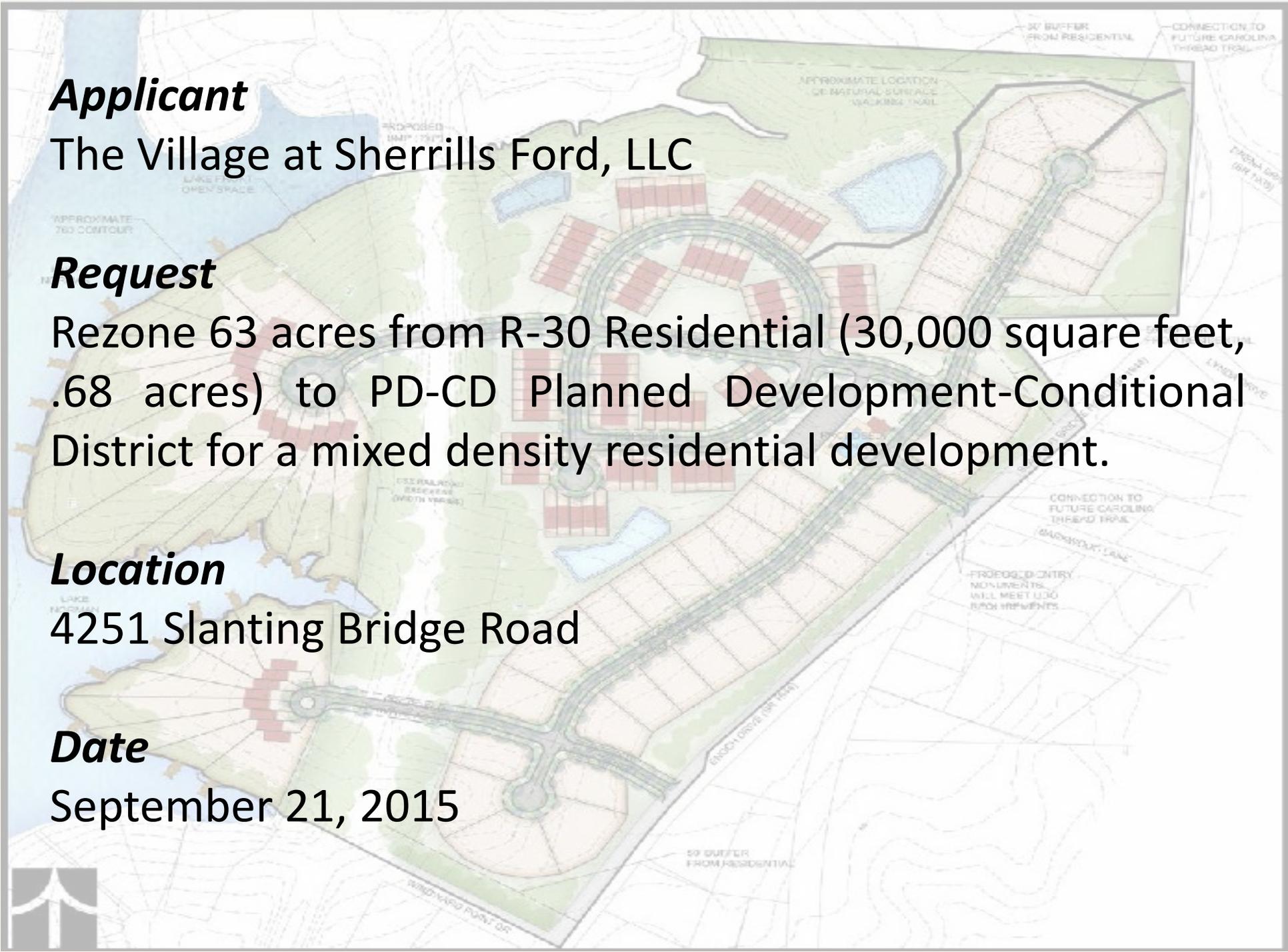
- a. Amount of open space required in PD zoning:
2,500 s.f. x number of residential units:
 $2,500 \times 200 = 11.48 \text{ Acres}$
- b. Amount of open space required in a Cluster Subdivision:
25% of net acreage = $.25 \times 48.68 = 12.17 \text{ Acres}$
(Net Acreage = Total Area - Railroad Easement - proposed R/W)
 $63.37 - 7.62 - 7.07 = 48.68 \text{ Acres}$
- c. Minimum amount of open space proposed: 15 Acres

6. Architectural:

The facades of all single family and multi-family residential dwellings and accessory structures shall be covered only with brick, stone, hard stucco (synthetic stucco is not permitted), wood, or siding consisting of wood or composite material; provided, that any horizontal siding must be completely supported to maintain a straight and even outer surface and must be fully and properly finished. Vinyl products will be permitted only on soffits, fascia, window trim and door trim.

Development Conditions



A topographic map of a residential development site. The map shows a large area with a central circular road and several rectangular building footprints. The site is surrounded by green areas and a blue body of water on the left. Annotations include 'APPROXIMATE LOCATION OF NATURAL SURFACE WALKWAY TRAIL', '30' BUFFER FROM RESIDENTIAL', 'CONNECTION TO FUTURE CAROLINA THREAD TRAIL', 'APPROXIMATE 750' CONTOUR', 'APPROXIMATE 100' CONTOUR', 'PROPOSED ENTRY NOT SHOWN WILL MEET UDO REQUIREMENTS', 'CONNECTION TO FUTURE CAROLINA THREAD TRAIL', 'SHADOWBROOK LANE', '50' BUFFER FROM RESIDENTIAL', and 'WINDYHARD POINT DR'.

Applicant

The Village at Sherrills Ford, LLC

Request

Rezone 63 acres from R-30 Residential (30,000 square feet, .68 acres) to PD-CD Planned Development-Conditional District for a mixed density residential development.

Location

4251 Slanting Bridge Road

Date

September 21, 2015

REZONING REQUEST MAP

Owner 1A: Village at Sherrills Ford, LLC
 PIN: 4607-19-70-1353
 Owner 1B: Catawba County
 PIN: 4607-04-70-7149
 R-30 Residential to
 PD-CD

Planned Development-Conditional District

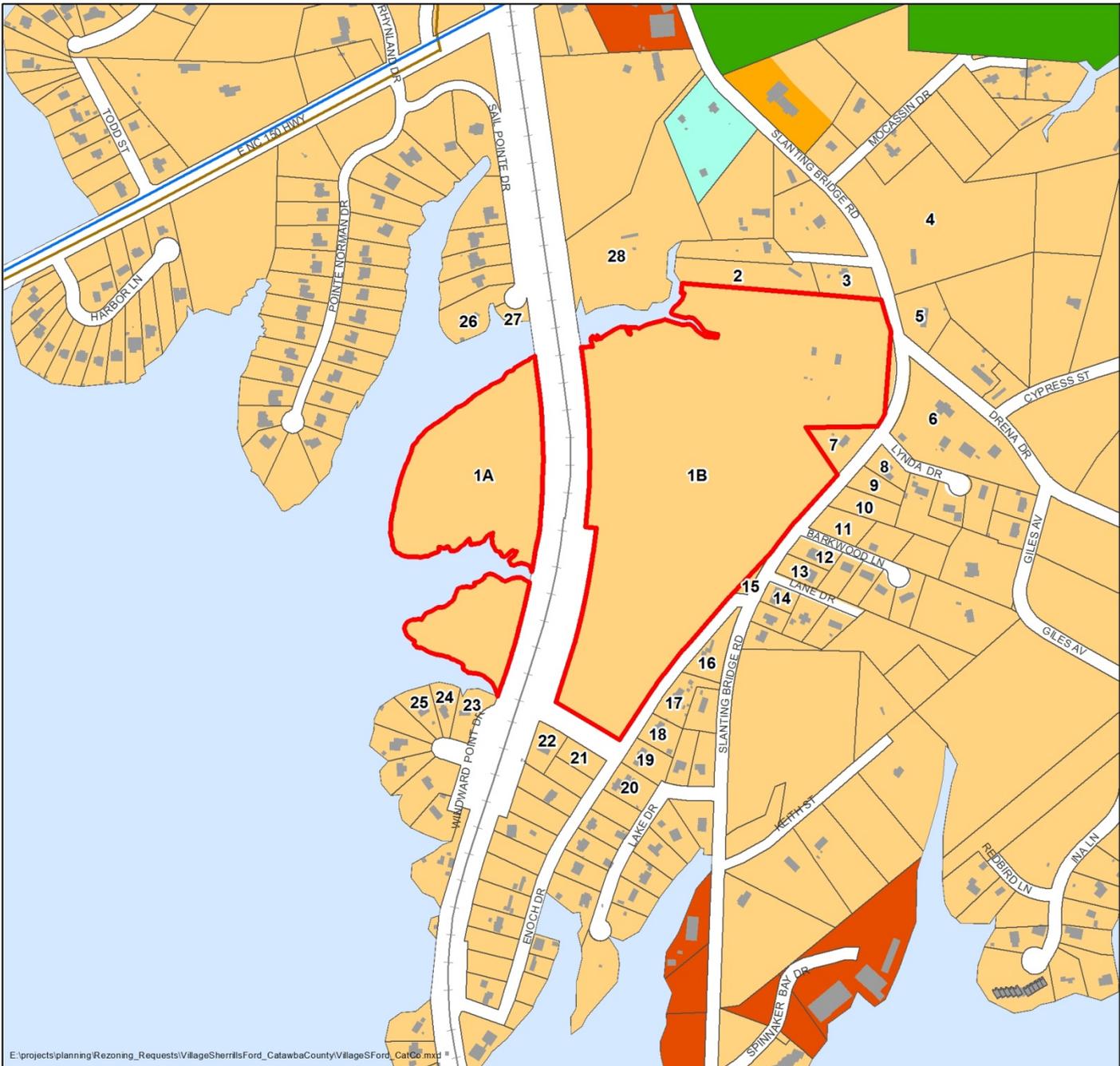
-  Subject Parcels
-  Lakes
-  Structures
-  Water Lines
-  Sewer Lines
-  Railroad
-  HC
-  O-I
-  PD-CD
-  R-20
-  R-30

1 Through 28 - See Adjacent Property Owner List
 Parcels fall within the following Overlays: WP-O, FPM-O & CRC-O



1 inch = 600 feet

This map product was prepared from the Catawba County, NC, Geographic Information System. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map. Catawba County promotes and recommends the independent verification of any data contained on this map product by the user. The County of Catawba, its employees and agents disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map product or the use thereof by any person or entity.



REZONING REQUEST MAP

Owner 1A: Village at Sherrills Ford, LLC
 PIN: 4607-19-70-1353
 Owner 1B: Catawba County
 PIN: 4607-04-70-7149
 R-30 Residential to
 PD-CD
 Planned Development-Conditional District

-  Subject Parcels
-  Structures
-  Water Lines
-  Sewer Lines
-  Railroad

1 Through 24 - See Adjacent Property Owner List
 Parcels fall within the following Overlays: WP-O, FPM-O & CRC-O



1 inch = 600 feet

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FOCUS AREA



CATAWBA COUNTY, NC



REZONING REQUEST MAP

Owner 1A: Village at Sherrills Ford, LLC
 PIN: 4607-19-70-1353
 Owner 1B: Catawba County
 PIN: 4607-04-70-7149
 R-30 Residential to
 PD-CD
 Planned Development-Conditional District

-  Contour Lines
-  Subject Parcels
-  Lakes
-  Water Lines
-  Structures
-  Sewer Lines
-  Railroad

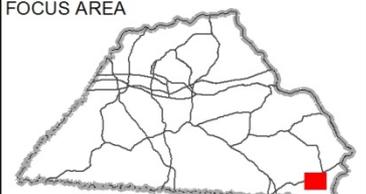
1 Through 28 - See Adjacent Property Owner List
 Parcels fall within the following Overlays: WP-O, FPM-O & CRC-O



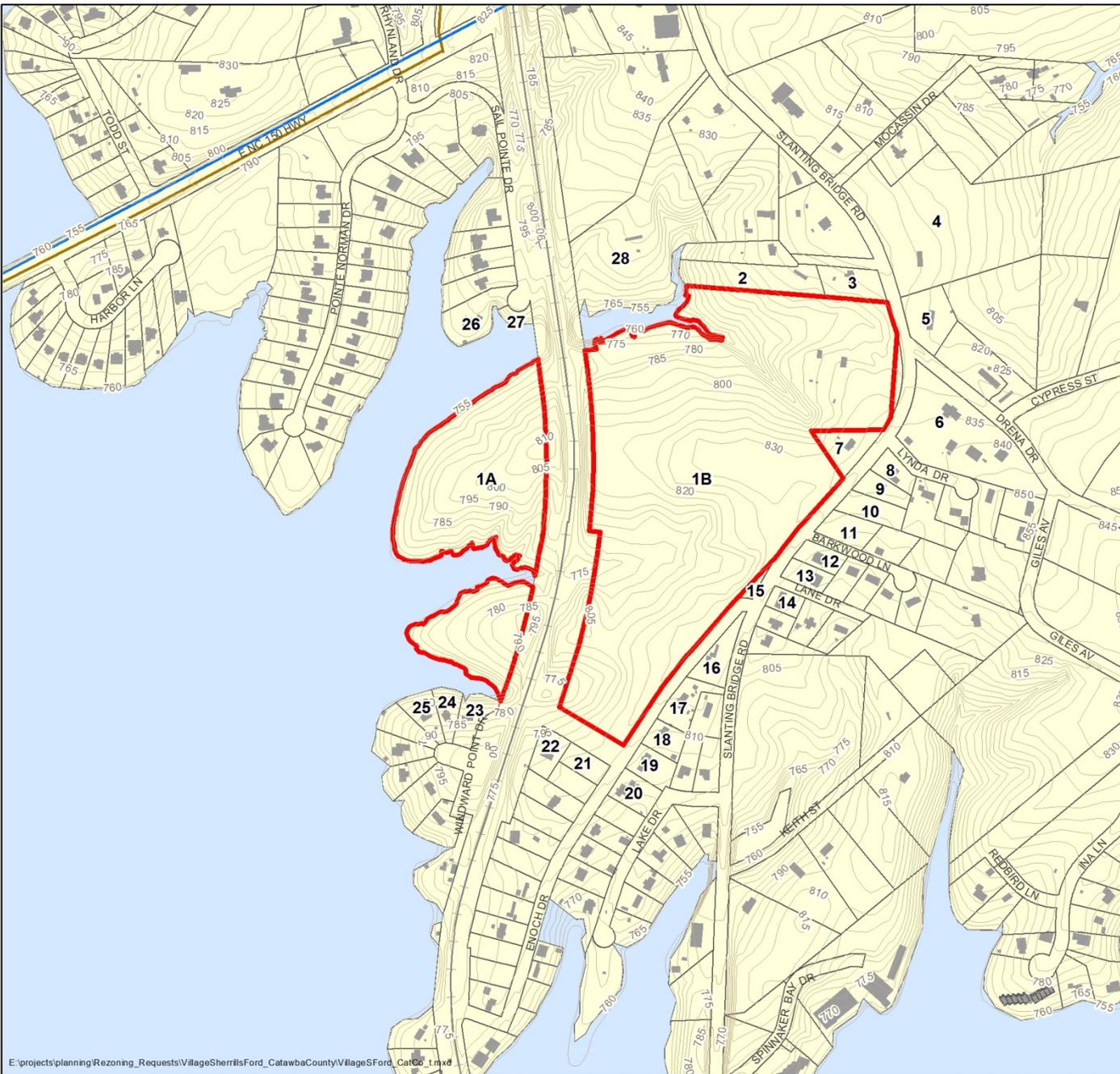
1 inch = 600 feet

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FOCUS AREA



CATAWBA COUNTY, NC



Subject Property



Adjacent Properties – South



Adjacent Properties – South



Adjacent Properties – East



Adjacent Properties – East



Adjacent Properties – East



Adjacent Properties – North



Purpose - Review

- The R-30 Residential district requires a minimum lot size of 30,000 square feet (.68 acres per dwelling) and is considered a medium density “general use” district. Predominate uses are single-family houses and agriculture.
- Conditional district zoning is based on a “specific use” such as the requested residential development. It would be bound by a set of regulations and negotiated conditions specific to the request and accompanied by a site plan. In this case, if approved, the base zoning would be PD and include the CD Conditional District (PD-CD).

Town Homes at Blackstone Bay



Townhomes

Lake Front Homes at Blackstone Bay



Lakefront Lots

Blackstone Bay



Conceptual Signage & Entry Features



Blackstone Bay

Amenity site, including pool and bath house

Tree-lined streets with sidewalks on two sides

Abundant Common Open Space

Community Amenities

Utilities

- Public water and sewer are not currently available along Slanting Bridge Road to the properties.
- The developer will be responsible for design and engineering, permitting, and installing the sewer and water lines along Slanting Bridge Road and within Blackstone Bay according to the City of Hickory and the state's specifications.
- Once installed and approved, the utilities will become part of the County's system, maintained by the City of Hickory.

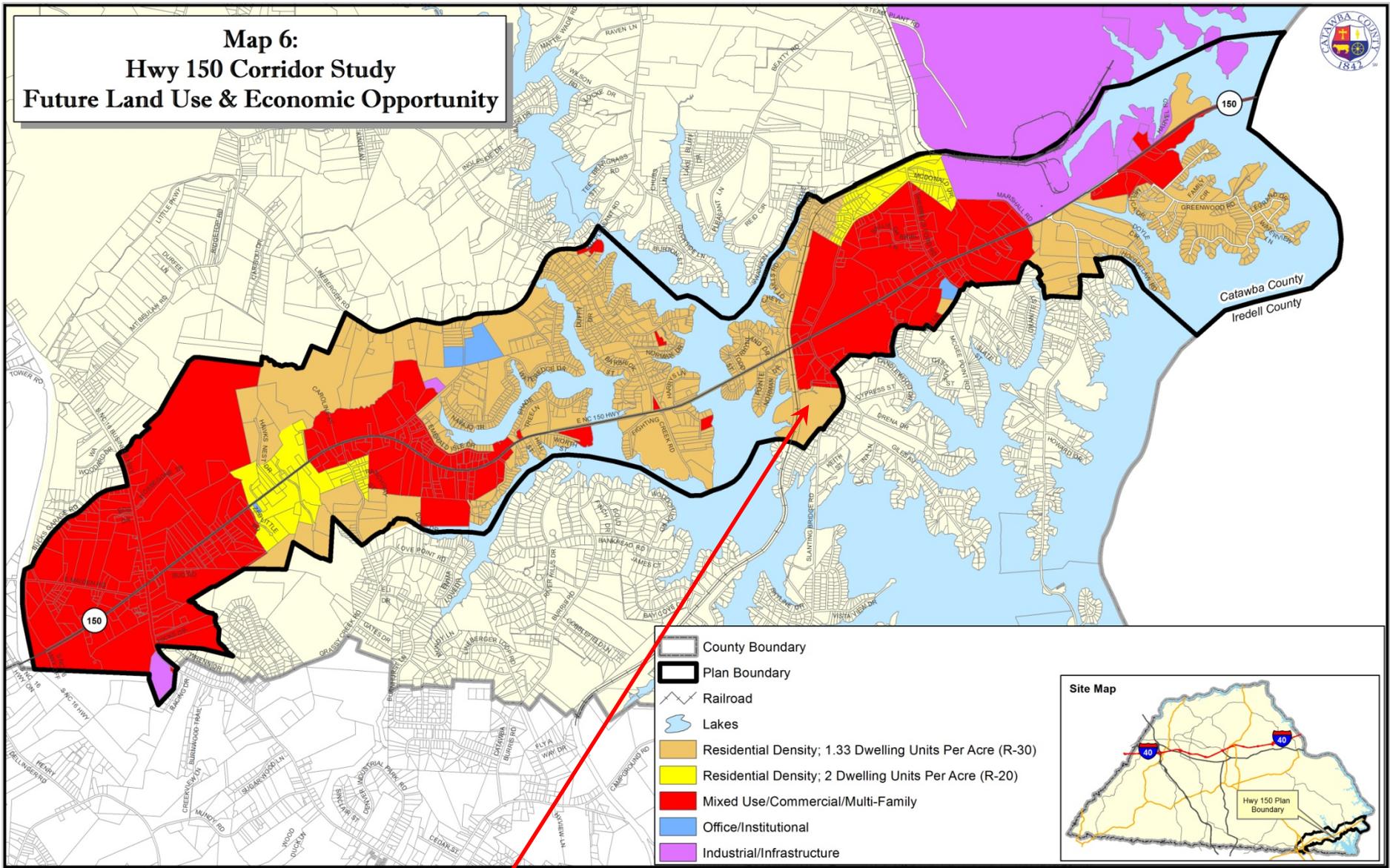
Transportation

- Slanting Bridge Road is a local residential road.
- Designed to carry 12,000 – 15,000 vehicles per day.
- Traffic counts in 2013 to the north and south of the site measured 6,600 and 6,000 vehicles per day.
- No recommendations within the adopted thoroughfare plans for road widening.
- Based upon average traffic generated by a 200 unit development, increased traffic would not exceed road capacity.
- Enoch Drive is a residential road which is publicly dedicated but, privately maintained.
- Improvements would have to be made to a portion of Enoch Drive from Slanting Bridge to subdivision entrance.

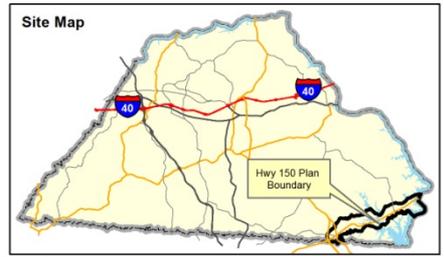
Land Use Plan

- Property is within the Highway 150 Corridor Plan adopted in September 2014.
- Map 6, titled “Future Land Use & Economic Opportunity,” depicts the property as being in an area recommended for medium-density residential (1.33 dwellings per acre) development.
- The request is inconsistent with the density recommendations of the plan but, reasonable for consideration due to:
 - Sherrills Ford Plan (former plan involving property) recommending high-density residential along corridors with public utilities.
 - Developer will extend public utilities to the site.
 - Property is within .25 mile of an approved master planned high-density mixed-use development.
 - Adjacent to recommended mixed-use, commercial, multi-family area.

Map 6: Hwy 150 Corridor Study Future Land Use & Economic Opportunity



- County Boundary
- Plan Boundary
- Railroad
- Lakes
- Residential Density; 1.33 Dwelling Units Per Acre (R-30)
- Residential Density; 2 Dwelling Units Per Acre (R-20)
- Mixed Use/Commercial/Multi-Family
- Office/Institutional
- Industrial/Infrastructure



Document Path: E:\projects\planning\hwy150_study\hwy150_future\landuse_econopp_11x17.mxd Date Saved: 5/30/2014

Subject
Parcels

Planning Board Public Hearing Discussion

- Public Hearing on August 31, 2015
- Ten citizens shared concerns during the public hearing which included:
 - What will happen to Enoch Drive, a privately maintained road?
 - What about additional traffic along Slanting Bridge, Enoch Drive, the intersection of the two, and the lake?
 - What about run-off into the lake?
 - What about the capacity of the school system?
 - Will the shore be stabilized and will docks be built?
 - What is the land use recommendation within the Sherrills Ford Small Area Plan?

Planning Board Public Hearing Discussion cont.

- Mr. Davis spoke on behalf of the applicant and addressed the issues raised.
- The Planning Board recognized:
 - Citizens concerns;
 - The quality of the proposed development;
 - The applicant's willingness to complete a Traffic Impact Analysis;
 - The use of the property bisected by a railroad;
 - The density of the proposed development; and
 - The contingencies on the sale of the property.

Planning Board Recommendation

The Planning Board voted 8 – 1 to submit a favorable recommendation to the Board of Commissioners to rezone the approximate 63 acres allowing for residential development depicted on the Blackstone Bay Conceptual Plan as well as approve high-density development option within the Watershed IV Critical Area based upon:

1. The developer extending public water and sewer to the property located along Slanting Bridge Road;
2. The proposed development meeting high-quality development standards including additional open space and buffering as depicted on the Conceptual Site Plan prepared by ESP Associates, P.A.;

Recommendation continued

3. The proposed development being within .25 mile of an approved master planned high-density mixed-use development where additional services and transportation improvements are planned;
4. The high-density option will improve water quality by capturing stormwater runoff and treating it through State approved Best Management Practices (BMPs); and
5. The property is adjacent to land identified on Map 6: Hwy. 150 Corridor Study Future Land Use & Economic Opportunity for mixed-use, commercial, and multi-family uses.

Ordinance No. 2015-_____

AMENDMENT TO THE CATAWBA COUNTY ZONING MAP

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS, that the Catawba County Official Zoning Atlas is hereby amended by rezoning the following described property from R-30 Residential to Planned Development-Conditional District (PD-CD), RZ2015-06PD-CD for a mixed-density residential development.

Two property totaling approximately 63 acres located Highway 150 Corridor Planning District, Mountain Creek Township, and further identified by Parcel Identification Numbers 4607-04-70-7149 and 4607-19-70-1353.

PLAN CONSISTENCY STATEMENT:

Pursuant to NCGS 153A-341, the Catawba County Board of Commissioners finds the request to be inconsistent with the land use recommendations illustrated on Map 6 titled "Future Land Use & Economic Opportunity" of the Highway 150 Corridor Plan but, reasonable for rezoning based upon:

1. The developer extending public water and sewer to the property located along Slanting Bridge Road;
2. The proposed development meeting high-quality development standards including additional open space and buffering as depicted on the Conceptual Site Plan prepared by ESP Associates, P.A.;
3. The proposed development being within .25 mile of an approved master planned high-density mixed-use development where additional services and transportation improvements are planned;
4. The high-density option will improve water quality by capturing stormwater runoff and treating it through State approved Best Management Practices (BMPs); and
5. The property is adjacent to land identified on Map 6: Hwy. 150 Corridor Study Future Land Use & Economic Opportunity for mixed-use, commercial, and multi-family uses.

This, the 21st day of September 2015.

C. Randall Isenhower, Chair



Planning and Parks Department
PO Box 389
100 A Southwest Boulevard
Newton, NC 28658
828-465-8380
Fax: 828-465-8484
www.catawbacountync.gov/

ZONING MAP AMENDMENT CONSISTENCY STATEMENT

On September 21, 2015 the Catawba County Board of Commissioners conducted a public hearing for the purpose of considering a zoning map amendment to two properties identified by PIN 4607-04-70-7149 and 4607-19-70-1353 (Case #RZ2015-06). The applicant is The Village at Sherrills Ford LLC.

Upon considering the matter, the Catawba County Board of Commissioners finds the request to be inconsistent with the land use recommendations illustrated on Map 6 titled "Future Land Use & Economic Opportunity" of the Highway 150 Corridor Plan but, reasonable for rezoning based upon:

1. The developer extending public water and sewer to the property located along Slanting Bridge Road;
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3. The proposed development being within .25 mile of an approved master planned high-density mixed-use development where additional services and transportation improvements are planned;
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5. The property is adjacent to land identified on Map 6: Hwy. 150 Corridor Study Future Land Use & Economic Opportunity for mixed-use, commercial, and multi-family uses.

The Catawba County Board of Commissioners therefore approves the zoning map amendment. This recommendation was affirmed by a vote of ____ - ____ of the Catawba County Board of Commissioners.

Presiding Officer

Date



APPOINTMENTS

BARBARA BEATTY (Due) Nursing and Rest Home Advisory Board

09/12/15

Barbara Huffman

Eligible for a 3rd term

3-year terms

Vice-Chair Beatty recommends the reappointment of Barbara Huffman for a third term on the Nursing and Rest Home Advisory Board. This term will expire September 12, 2018.

DAN HUNSUCKER (Due) Newton-Conover Auditorium Authority

Commissioner Hunsucker recommends the appointment of Marietta Burke for an unexpired term to succeed Ken Elliot on the Newton-Conover Auditorium Authority. Mr. Elliot will remain on this Board but will fill the City of Newton Resident position. Ms. Burke's term will expire June 30, 2018.

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Policy and Public Works Subcommittee

DATE: September 21, 2015

SUBJECT: Cellco Partnership d/b/a Verizon Wireless Lease Agreement

REQUEST

The Policy and Public Works Subcommittee requests the Board of Commissioners approve the attached Letter Agreement and Lease Agreement with Cellco Partnership d/b/a Verizon Wireless (“Verizon”) for the purpose of approving structural upgrades to the communications tower located behind the Justice Center and leasing antenna space on the tower, property for an equipment building, and an easement for utilities.

BACKGROUND

Catawba County owns the communications tower located behind the Justice Center and currently leases space to Verizon for an antenna on the tower and an equipment building beside the tower. Verizon also has an easement for the placement of utilities extending to Highway 321. The current lease expires on June 30, 2016. Verizon would like to make structural upgrades to the tower in order to install new equipment. Since the current lease expires at the end of the fiscal year it is more efficient to proceed with the letter agreement, to approve the structural upgrades, and approve the new lease agreement at the same time. The provisions of the new lease include a rental payment from Verizon of \$2,000.00 per month with a 3% annual escalation. The term of the new lease will be five years with an automatic extension of five years unless terminated by Verizon prior to the end of the then current term.

RECOMMENDATION

The Policy and Public Works Subcommittee recommends the Board of Commissioners approve the attached Letter Agreement and Lease Agreement with Verizon Wireless for the purpose of approving structural upgrades to the communications tower located behind the Justice Center and leasing antenna space on the tower, property for an equipment building, and an easement for utilities.



PENNINGTON
L A W F I R M , L L C

REBECCA A. BAKER, ESQUIRE*
REBECCABAKER@PENNLAWFIRM.COM
*LICENSED IN NORTH CAROLINA

September 1, 2015

VIA EMAIL CORRESPONDENCE

Catawba County

100-A Southwest Boulevard
Newton, North Carolina 28658

RE: TOWER LEASE AGREEMENT BETWEEN CATAWBA COUNTY AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS (“VERIZON
WIRELESS”)

(DT NEWTON SITE)
(PC LAW NO. 1030-7247)

Dear Sir or Madam:

I hope this letter finds you well. Verizon Wireless leases from Catawba County certain space on the tower and ground located at 1000-B Southwest Boulevard, Newton, North Carolina (the “Premises”) pursuant to the above referenced Tower Lease Agreement dated June 9, 2006 (the “Agreement”).

Verizon Wireless intends to modify its equipment on the Tower and hereby requests your approval of the following modifications:

FINAL CONFIGURATION:

- One (1) CSS X7C-680-4D antenna
- Two (2) CSS X7C-860-2D antennas
- Six (6) Andrew HBXX-6516DS-VTM antennas
- Three (3) CSS X7C-FRO-860-VR0 antennas
- Twelve (12) coax lines
- Six (6) RRUS12 with A2 or RRUS32
- Four (4) Raycap boxes
- Two (2) hybrid lines

1501 Main Street, Suite 600 (29201)
Post Office Box 2844, Columbia, South Carolina 29202
Telephone: 803-929-1070 Fax: 803-929-1075

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Catawba County
September 1, 2015
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Prior to installing the equipment, antennas and appurtenances described above, Verizon Wireless, at Verizon Wireless' expense, will make the structural upgrades to the Tower necessary to support the equipment, antennas and appurtenances on the Tower, as described in the document entitled "Modification Drawings for a 302' Self-Support Tower" dated June 12, 2015, prepared by Velocitel Engineering, PLLC, for Kimley-Horn, and attached hereto.

Please provide your consent to the proposed equipment modifications by signing in the designated area below and returning the signed letter to me. If you have any questions or comments, or need any additional information, please do not hesitate to contact me.

Sincerely,

PENNINGTON LAW FIRM, L.L.C.



Rebecca A. Baker

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CATAWBA COUNTY consents:

By: _____
Name: _____
Title: _____
Date: _____

SITE NAME: DT NEWTON
SITE NUMBER: TBD
RAB/9.1.2015

TOWER LEASE AGREEMENT

This Agreement, made this ____ day of _____, 2015, between **CATAWBA COUNTY**, with its principal offices located at 100-A Southwest Boulevard, Newton, North Carolina 28658, hereinafter designated LESSOR and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of that certain space ("the Tower Space") on the LESSOR's tower, hereinafter referred to as the "Tower", located at 100-B Southwest Boulevard, Newton, Catawba County, North Carolina, as shown on the Tax Map of the County of Catawba as Parcel Identification Number 373-015-730-304, and being further described in Deed Book 2660, at Page 1092, as recorded in the Office of the Register of Deeds of Catawba County (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for LESSEE's existing equipment building; together with the non-exclusive right ("the Right of Way") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, Southwest Boulevard (US Highway 321 Bypass) to the Land Space; and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. In the event that additional utilities are required in the Right of Way, LESSEE and LESSOR shall coordinate the location of such additional utilities. The Tower Space, Land Space, Right of Way and Further Rights of Way, if any, are substantially described in Exhibit "A", attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Right of Way or Further Rights of Way, the LESSOR hereby agrees to grant, if feasible, an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

LESSEE agrees to change the light bulbs on the tower while LESSEE is making structural upgrades. The light bulbs shall be provided to LESSEE by LESSOR.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty Four Thousand and no/100ths Dollars (\$24,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 24 below. The Agreement shall commence on the first day of July 2016 ("Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by

LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 24. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

c. LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, the LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the LESSEE shall pay the LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless, P.O. Box 2375-MS 3846, Spokane, Washington 99210-2375. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for one (1) additional five (5) year term unless LESSEE terminates it at the end of the then current

term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The rent shall increase annually by three percent (3%) on the anniversary of the Commencement Date as defined herein.

6. INTENTIONALLY DELETED.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option

of LESSEE. LESSEE shall have the right to replace, repair, or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, so long as the equipment, antennas and/or conduits are similar and comparable to those shown on the attached exhibits. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 9 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

- a. Notwithstanding the indemnity in Paragraph 8, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall

apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost;
 - i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence
 - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

- c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.
- d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective

agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence, strict liability or otherwise).

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises. Prior to entering the site and Tower location, LESSEE shall contact the Catawba County Communications center at (828) 464-3112 to notify LESSOR that LESSEE will be on site.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 34 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all

structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- b. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- c. LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;
- d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

15. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and

therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. Notwithstanding the previous sentence, LESSEE agrees that structural improvements made to the Tower by LESSEE are not considered personal property and will not be removed or disturbed upon expiration or termination of the Agreement. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 15 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 15 and this Paragraph 16, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 15 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property containing the Land Space, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

19. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser

other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of North Carolina. Venue for any litigation shall be in any federal court having jurisdiction over the county where the Premises are located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Catawba County
County Manager's Office
P.O. Box 389
Newton, North Carolina 28658-0389

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall make reasonable efforts to obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and

containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

29. DEFAULT.

- a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

- b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

31. ENVIRONMENTAL.

- a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.
- b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use

of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

38. PRIOR TERMINATED AGREEMENT. LESSOR and LESSEE agree that this Agreement replaces the agreement between Catawba County and Celco Partnership d/b/a Verizon Wireless dated June 9, 2006 referenced by LESSEE as Contract #66894 ("Terminated Agreement"). LESSOR and LESSEE acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this Agreement, LESSEE may continue to make, and the LESSOR may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

(REMAINDER OF PAGE LEFT BLANK)

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: CATAWBA COUNTY

By: _____(SEAL)

Name: _____

Title: _____

Date: _____

WITNESS

**LESSEE: CELLCO PARTNERSHIP
D/B/A VERIZON
WIRELESS**

By: _____ (SEAL)

Name: Aparna Khurjekar

Its: Area Vice President Network

Date : _____

WITNESS

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

LESSEE is authorized to install and maintain the following equipment:

ANTENNA INFORMATION

Antennas: One (1) CSS X7C-680-4D antenna @ 160'
Two (2) CSS X7C-680-2D antennas @ 160'
Six (6) Andrew HBXX-6516DS-VTM antennas @ 160'
Three (3) CSS X7C-FRO-860-VR0 antennas @ 160'

Orientation: 60/180/300

Remote Radio Units: Six (6) RRUS12 with A2 or RRUS32

Raycaps: Four (4)

Lines: Fourteen (14), not to exceed 1-5/8"

EXHIBIT C
SURVEY

VERIZON WIRELESS

Site Name: DT NEWTON

Being a portion of that real property owned by Catawba County and being shown as PID #373015730304 on the tax map of Catawba County, North Carolina and being recorded in Deed Book 2660 at page 1092 in the Catawba County Public Registry.

20 foot wide Ingress/Egress and Utility Easement

COMMENCE at a calculated point marking the Southeasterly corner of the Catawba County property as described in Deed Book 2660 at page 1092 in the aforesaid public registry, said point marking the Westerly right of way of Southwest Boulevard and being located $S00^{\circ}43'03''E$ 18.22 feet from a right of way disc found, said calculated point also having North Carolina State Plane Coordinates on the North American Datum of 1983 (2002 coordinates) of North 702,951.23 feet and East 1,337,480.26 feet (combined grid factor = 0.999858); thence $S00^{\circ}43'03''E$ 26.56 feet to a calculated point marking the centerline of the 20 foot wide ingress/egress and utility easement, the **POINT OF BEGINNING**; thence with said centerline the following eighteen (18) calls: **1st** $N83^{\circ}45'15''W$ 11.78 feet; **2nd** with the arc of a circular curve to the right having a radius of 130.00 feet for an arc distance of 79.25 feet, said curve also having a chord bearing and distance of $N66^{\circ}17'25''W$ 78.03 feet; **3rd** $N48^{\circ}49'34''W$ 51.37 feet; **4th** with the arc of a circular curve to the left having a radius of 20.00 feet for an arc distance of 29.82 feet, said curve also having a chord bearing and distance of $S88^{\circ}27'51''W$ 27.13 feet; **5th** $S45^{\circ}45'15''W$ 54.40 feet; **6th** $S60^{\circ}09'12''W$ 74.36 feet; **7th** $S68^{\circ}48'56''W$ 154.77 feet; **8th** with the arc of a circular curve to the right having a radius of 25.00 feet for an arc distance of 41.24 feet, said curve also having a chord bearing and distance of $N63^{\circ}55'30''W$ 36.72 feet; **9th** $N16^{\circ}39'56''W$ 103.93 feet; **10th** $N03^{\circ}45'12''W$ 28.15 feet; **11th** with the arc of a circular curve to the left having a radius of 15.00 feet for an arc distance of 16.36 feet, said curve also having a chord bearing and distance of $N34^{\circ}59'52''W$ 15.56 feet; **12th** $N66^{\circ}14'31''W$ 69.55 feet; **13th** with the arc of a circular curve to the right having a radius of 15.00 feet for an arc distance of 17.07 feet, said curve also having a chord bearing and distance of $N33^{\circ}38'18''W$ 16.16 feet; **14th** $N01^{\circ}02'04''W$ 27.00 feet; **15th** with the arc of a circular curve to the left having a radius of 350.00 feet for an arc distance of 123.25 feet, said curve also having a chord bearing and distance of $N11^{\circ}07'21''W$ 122.61 feet; **16th** $N21^{\circ}12'38''W$ 92.05 feet; **17th** $N64^{\circ}28'03''W$ 59.70 feet; **18th** $N18^{\circ}35'50''W$ 41.12 feet to a calculated point in the Southerly line of the Leased Premises, said point being located $N67^{\circ}42'21''E$ 9.09 feet from the Southwest corner of the Leased Premises, said point also having North Carolina State Plane Coordinates on the North American Datum of 1983 (2002 coordinates) of North 703,352.20 feet and East 1,336,804.70 feet (combined grid factor = 0.999858) as shown on a survey prepared by Edward L. Killough, NCPLS L-1519 dated April 4, 2006.

Exhibit A
Page 2 of 2

VERIZON WIRELESS
SITE NAME: DT NEWTON
Page 2

Leased Premises

BEGINNING at a calculated point marking the terminus of the 20 foot wide Ingress/Egress and Utility Easement on the Southerly line of the Leased Premises; thence S67°42'21"W 9.09 feet to a calculated point, said point having North Carolina State Plane Coordinates on the North American Datum of 1983 (2002 coordinates) of North 703,352.20 feet and East 1,336,804.70 feet (combined grid factor = 0.999858); thence N22°17'39"W 38.00 feet; thence N67°42'21"E 19.50 feet; thence S22°17'39"E 9.48 feet; thence N67°38'16"E 15.24 feet; thence S07°31'35"W 3.46 feet; thence S67°38'16"W 13.52 feet; thence S22°17'39"E 25.52 feet; thence S67°42'21"W 10.41 feet to the **POINT OF BEGINNING** and containing 784 square feet as shown on a survey prepared by Edward L. Killough, NCPLS L-1519 dated April 4, 2006.

NOTES

- THIS SITE SURVEY HAS BEEN PREPARED PARTIALLY FROM AN ACTUAL FIELD SURVEY AND PARTIALLY FROM MAPS AND DEEDS OF RECORD.
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS & RIGHT OF WAY OF RECORD.
- ALL PROPERTY OWNERS ARE NOW OR FORMERLY.
- ADJACENT OWNER INFORMATION TAKEN FROM CATAWBA COUNTY TAX RECORDS.
- AREA BY COMPUTER (COORDINATE METHOD).
- ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.
- ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88).
- THIS MAP OF LEASED PROPERTY DOES NOT CREATE A SUBDIVISION OF LAND.
- THIS MAP IS FOR LEASE PURPOSES AND IS NOT A BOUNDARY SURVEY OF THE ENTIRE TRACT.
- NORTH ORIENTATION BASED UPON NC GRID AND WAS ESTABLISHED USING SURVEY GRADE LEICA DUAL FREQUENCY GPS RECEIVERS USING THE FOLLOWING CORRS STATIONS: PID 057404 "NCSH SHELBY CORRS ARP", PID A15575 "CONO CONOVER CORRS ARP", PID DE6425 "CAST GASTON CORRS ARP".
- COORDINATES PROCESSED USING THE NATIONAL GEODETIC SURVEY OPUS PROGRAM AND ARE BASED ON THE 2002 EPOCH.

LEGEND

- - CALCULATED POINT
- IPF - IRON PIN FOUND
- CGF - COMBINED GRID FACTOR
- NGCS - NORTH CAROLINA GEODETIC SURVEY
- SQ. FT. - SQUARE FEET



I HEREBY CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND ACCURATELY DEPICTS THE LOCATIONS OF THIS SITE AS SURVEYED IN THE FIELD AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

Edward L. Killough
 EDWARD L. KILLOUGH
 P.O. BOX 559
 5823 HWY 74
 INDIAN TRAIL, NC 28078
 N.C. PROFESSIONAL LAND SURVEYOR NO. L-1519



Kiny-Horn and Associates, Inc.
 2000 S. HAYWOOD ST. SUITE 200
 RAYNESVILLE, NC 27048
 TEL: 703-277-5000 FAX: 703-277-5000

DATE: 04/24/08
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

DT NEWTON
 100 SOUTHWEST BOULEVARD
 NEWTON, NC 28658



CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	130.00'	75.25'	N66°17'25"W	78.03'
C2	20.00'	25.82'	S89°27'51"W	27.13'
C3	25.00'	41.74'	N63°55'50"W	36.72'
C4	15.00'	16.36'	N34°59'52"W	15.56'
C5	15.00'	17.07'	N33°38'18"W	16.15'
C6	350.00'	123.25'	N11°07'21"W	122.61'

CATAWBA COUNTY
 D.B. 1110 P.C. 225
 PID #J73015338151

CATAWBA COUNTY
 D.B. 2650 P.C. 1062
 PID #J73015730304

CATAWBA COUNTY
 D.B. 1110 P.C. 225
 PID #J73015338151

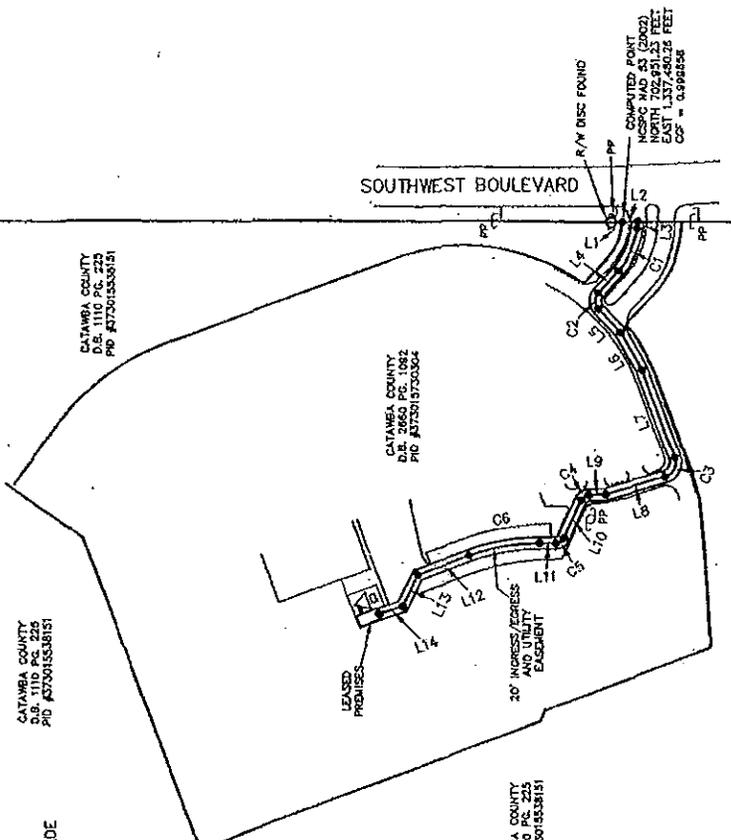
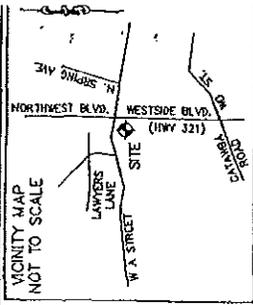
LINE	BEARING	LENGTH
L1	S00°43'03"E	18.92'
L2	S00°43'03"E	26.56'
L3	N83°45'15"W	11.78'
L4	N48°49'34"W	51.37'
L5	S45°45'15"W	54.40'
L6	S50°09'12"W	74.36'
L7	S68°46'56"W	154.77'
L8	N16°39'56"W	103.93'
L9	N03°45'12"W	28.15'
L10	N68°14'31"W	69.85'
L11	N01°02'04"W	27.00'
L12	N21°27'38"W	92.05'
L13	N64°28'03"W	59.70'
L14	N18°35'50"W	41.13'

EXHIBIT C
Page 1 of 3

GRAPHIC SCALE



(IN FEET)
 1 inch = 200 ft.



REVISIONS		BY	CHK	DATE	DESCRIPTION
1	04/24/08	ED	ED		ISSUED FOR PERMITS/CONSTRUCTION
2	04/24/08	ED	ED		ISSUED FOR PERMITS/CONSTRUCTION
3	04/24/08	ED	ED		ISSUED FOR PERMITS/CONSTRUCTION
4	04/24/08	ED	ED		ISSUED FOR PERMITS/CONSTRUCTION
5	04/24/08	ED	ED		ISSUED FOR PERMITS/CONSTRUCTION
6	04/24/08	ED	ED		ISSUED FOR PERMITS/CONSTRUCTION

SITE SURVEY	
EXISTING LATTICE TOWER	
SHEET 1 OF 2	1

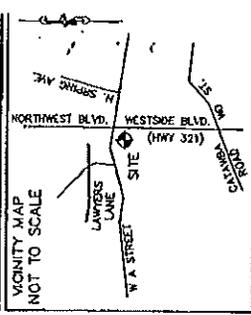
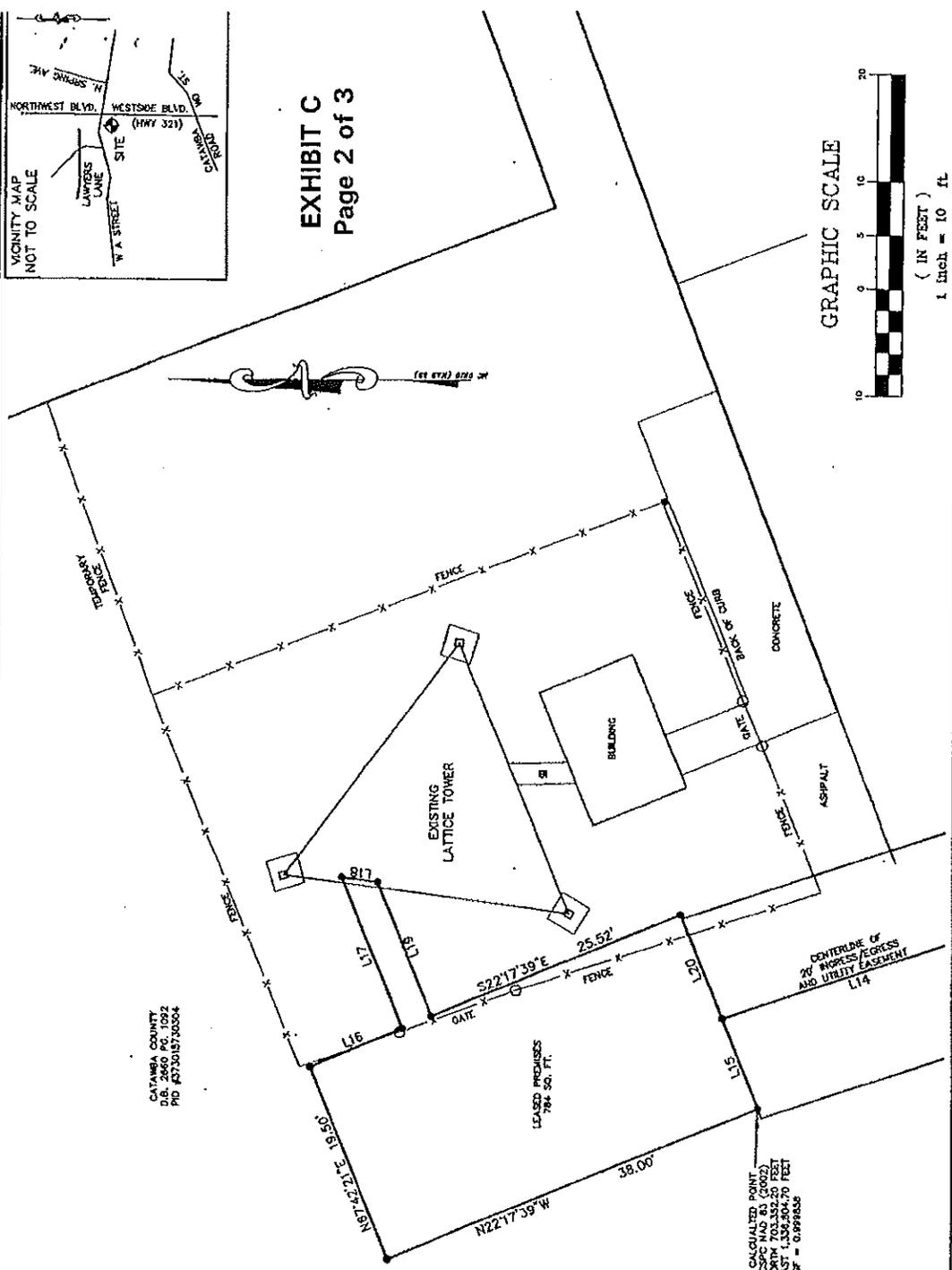


EXHIBIT C
Page 2 of 3



LINE	BEARING	LENGTH
L14	N18°35'50" W	41.12
L15	S67°42'21" W	9.03'
L16	S22°17'39" E	9.48'
L17	N67°38'16" E	15.24'
L18	S07°31'35" W	3.46'
L19	S87°38'16" W	13.52'
L20	S67°42'21" W	10.41'

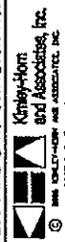
- LEGEND**
- = CALCULATED POINT
 - ⊕ = ICE BRIDGE
 - ⊙ = IRON PIN FOUND
 - CGF = COMBINED GRID FACTOR
 - NGCS = NORTH CAROLINA GEODETIC SURVEY
 - sq. ft. = SQUARE FEET



I HEREBY CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND ACCURATELY DEPICTS THE LOCATIONS OF THIS SITE AS SURVEYED IN THE FIELD AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

Edward L. Killough
EDWARD L. KILLOUGH
P.O. BOX 369
5823 HWY 74
INDIAN TRAIL, NC 28079

N.C. PROFESSIONAL LAND SURVEYOR NO. L-1519



Kinsley-Horn and Associates, Inc.
100 SOUTHWEST BOULEVARD
CATAMBA COUNTY
NEWTON, NC 28656

NO.	DATE	DESCRIPTION	BY	CHK	DATE
1	04/24/78	ISSUED FOR POINT/CONSTRUCTION	DL	DL	
2	07/29/78	ISSUED FOR POINT/ADDED LEASE AREA	DL	DL	
3	7/27/78	ISSUED FOR POINT/CONSTRUCTION	DL	DL	
4	8/29/78	ISSUED FOR POINT	DL	DL	

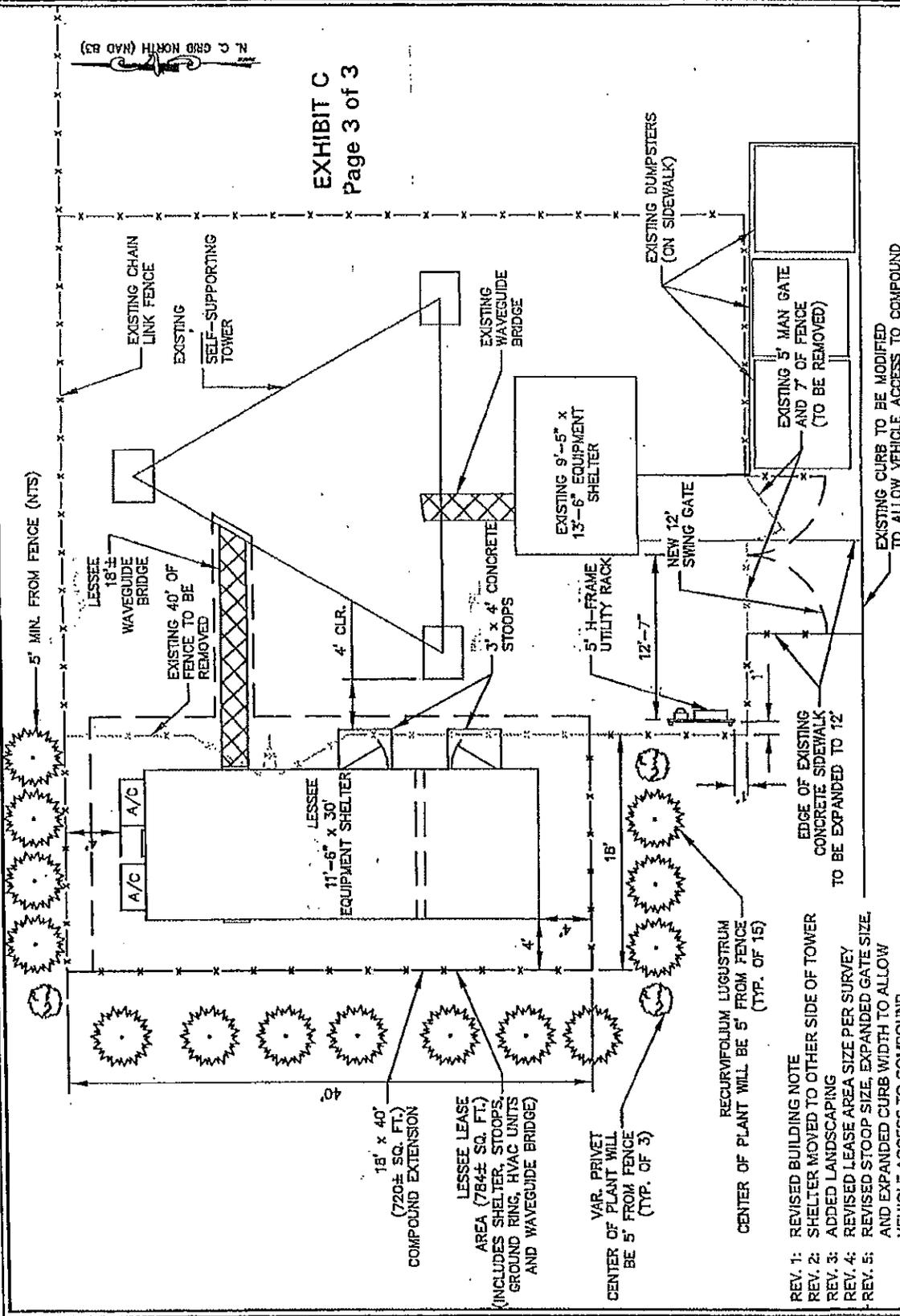


DT NEWTON
100 SOUTHWEST BOULEVARD
CATAMBA COUNTY
NEWTON, NC 28656

Drawn by: DL	Checked by: DL	Reviewed by: DL	Date: 04/04/98
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N. C. GRD NORTH (MAD B3)

EXHIBIT C
Page 3 of 3



- RECURFOLIUM LUGISTRUM (TYP. OF 15)**
CENTER OF PLANT WILL BE 5' FROM FENCE
- VAR. PRIVET (TYP. OF 3)**
CENTER OF PLANT WILL BE 5' FROM FENCE
- 18' x 40' (720± SQ. FT.) COMPOUND EXTENSION**
- LESSEE LEASE AREA (784± SQ. FT.)**
(INCLUDES SHELTER, STOOPS, GROUND RING, HVAC UNITS AND WAVEGUIDE BRIDGE)
- 11'-6" x 30' LESSEE EQUIPMENT SHELTER**
- 18'± LESSEE WAVEGUIDE BRIDGE**
- EXISTING CHAIN LINK FENCE**
- EXISTING SELF-SUPPORTING TOWER**
- EXISTING WAVEGUIDE BRIDGE**
- EXISTING 9'-5" x 13'-6" EQUIPMENT SHELTER**
- 3' x 4' CONCRETE STOOPS**
- 5' H-FRAME UTILITY RACK**
- NEW 12' SWING GATE**
- EXISTING 5' MAN GATE AND 7' OF FENCE (TO BE REMOVED)**
- EXISTING DUMPSTERS (ON SIDEWALK)**
- EDGE OF EXISTING CONCRETE SIDEWALK TO BE EXPANDED TO 12'**
- EXISTING CURB TO BE MODIFIED TO ALLOW VEHICLE ACCESS TO COMPOUND**

- REV. 1: REVISED BUILDING NOTE**
- REV. 2: SHELTER MOVED TO OTHER SIDE OF TOWER**
- REV. 3: ADDED LANDSCAPING**
- REV. 4: REVISED LEASE AREA SIZE PER SURVEY**
- REV. 5: REVISED STOOP SIZE, EXPANDED GATE SIZE AND EXPANDED CURB WIDTH TO ALLOW VEHICLE ACCESS TO COMPOUND**

JOB No.: 012055376		SITE NAME: DT. NEWTON		CATAWBA COUNTY		SITE PLAN	
DATE: 3/8/06		SITE #: TBD		SITE NAME: COUNTY COMMUNICATION TOWER		APPROVAL SHEET	
REV.: 5		APPROVAL: <i>D. Blair</i>		SITE # N/A		SCALE: 1" = 10'	
DESIGNED: DAA		DRAWN: AMM		TITLE: <i>Telecom Site Design</i>		NOT FOR CONSTRUCTION	
CHECKED: KRM		TITLE:		APPROVAL: <i>D. Blair</i>			

Kimley-Horn and Associates, Inc.
Post Office Box 33066
Raleigh, North Carolina 27635

DESIGNED	DAA	DRAWN	AMM	CHECKED	KRM
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MEMORANDUM

TO: Catawba County Board of Commissioners
FROM: Policy and Public Works Subcommittee
DATE: September 21, 2015
SUBJECT: COUNTYWIDE APPRAISAL OF REAL PROPERTY/CHANGE IN REVALUATION SCHEDULE

Request

The Policy and Public Works Subcommittee recommends the Board of Commissioners adopt a four-year reappraisal of real property in accordance with NCGS 105-286 (a)(3). With this action, the next reappraisal will become effective January 1, 2019.

Background

Upon a resolution adopted by the Catawba County Board of Commissioners on October 3, 2011, the last revaluation cycle was accelerated to an effective date of January 1, 2015. Unless a resolution is adopted to again advance the eight-year cycle, the next revaluation will be effective January 1, 2023.

In accordance with NCGS 105-286 (a)(3), "Any county desiring to conduct a reappraisal of real property earlier than required by this subsection (a) may do so upon adoption by the board of county commissioners of a resolution so providing. A copy of any such resolution shall be forwarded promptly to the Department of Revenue.

The reasoning in recommending a four-year revaluation cycle includes:

1. A four-year revaluation cycle allows for a more accurate representation of current real estate market values.
2. The level of assessment between personal property and real property remains more equitable by conducting more frequent revaluations. Personal property is valued at 100% every year, while real property is only at 100% on the year of revaluation. Therefore, the tax distribution between real and personal property can become inequitable during the eight years between real property reappraisals.

3. Public service companies receive an automatic reduction in the fourth and seventh years following the last revaluation if the level of assessment drops below 90% as determined by the Department of Revenue. The level of assessment is the percent of value on which the public service companies' tax bills are computed. Revaluations of four years or less eliminate this revenue loss. Catawba County lost \$2,285,253.89 in revenue for the years 1995, 1996, 1997, and 1998, our last eight-year cycle. By accelerating the last four cycles to four years, the County avoided this loss of revenue.

Recommendation

The Policy and Public Works Subcommittee recommends the Board of Commissioners adopt a four-year reappraisal cycle of real property to become effective January 1, 2019. With this action, taken in accordance with NCGS 105-286 (a)(3), an advancement of the eight-year reappraisal cycle will be established for Catawba County. If the County wishes to continue with the four-year cycle, it must repeat this process following the 2019 reappraisal. A copy of the adopted resolution must be forwarded to the Department of Revenue.

RESOLUTION No.

BE IT RESOLVED, the Board of Commissioners for Catawba County has adopted January 1, 2019, for the next reappraisal of real property in Catawba County. With this action, taken in accordance with NCGS 105-286 (a)(3), an advancement of the eight-year reappraisal cycle has been established for Catawba County. The succeeding revaluation is scheduled for January 1, 2027.

This the ____ day of September, 2015.

C. Randall Isenhower, Chair
CATAWBA COUNTY BOARD OF COMMISSIONERS

MEMORANDUM

TO: Catawba County Board of Commissioners

FROM: Mark A. Logan, Tax Administrator

DATE: September 21, 2015

IN RE: EXTENSION FOR LISTING PERSONAL PROPERTY

REQUEST

The Tax Administrator has requested the authority, on an individual basis, to allow extensions for listing personal property. If approved, the extensions will not be granted beyond April 15, 2016.

BACKGROUND

Businesses and corporations whose business year ends on December 31 of each year, and some individuals can have difficulty in completing their listing abstracts by January 31 of each year. This is due to the fact that they are unable to calculate an inventory that is taken on December 31 and submit this figure to the Tax Administrator.

General Statute 105-307 allows the Board of County Commissioners to grant individual extensions of time for the listing of personal property upon written request and for good cause shown. The request must be filed with the Tax Administrator no later than the ending date of the regular listing period. This means a letter must be written and postmarked no later than January 31, 2016 and this letter must provide the reason the extension is being requested. Extensions granted on an individual basis cannot extend beyond April 15, 2016.

RECOMMENDATION

Staff recommends the Catawba County Board of Commissioners authorizes the Tax Administrator to grant extensions for listing to those making a written request and showing a "just cause".

MAL/amp