June 22, 2015
Council Meeting

Mayor Bryan Hough
Mayor Pro-Tem Perry Toomey
Councilman Jerry Bishop
Councilwoman Carolyn Breyare
Councilman J. Jason Gowen
Councilman Jim Hope
Councilman David Moore
Kemp Michael, City Attorney
Danny Jackson, City Manager

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL WORK SESSION
Location: Council Chambers

June 22, 2015
6:30 P.M.

CALL TO ORDER BY THE MAYOR

INVOCATION

SET THE AGENDA

1. Approval of Year End Budget Amendments	*Jamie Guffey*
2. Discussion of Bench Donation Policy	*Mark Jusko*
3. Update on the Green Initiatives	*Miles Braswell*
4. Discussion of Renaming the Fire Department	*Chief Ryan Baker*
5. Review of Updates to the City Code	*Marie Anders*
6. Discussion on Signalization of Railroad Crossing	*Kemp Michael*
7. Update on the Duke Energy Greenway Easement	*Kemp Michael*
8. Discussion of Mountain Island Conservation Park Regulations	*Kemp Michael*
9. Adjourn	

City of Mount Holly
Action Agenda Item

To: *Mayor and City Council*	**Date:** *6/18/2015*
From: *Jamie Guffey*	**Meeting Date:** *6/22/2015*

1. *Agenda Item to be considered:* Approval of Year End Budget Amendments

Will this require a public hearing? ☐ ***YES*** ☒ ***NO***

Each year the staff looks at the revenue and expenditures for the budget and recommends any year end amendments to insure no department goes over its allotted monies. The attached amendments are the ones that staff recommends. The first is to appropriate money received by the City on behalf of the TDA and the expenditure to get the money to them. The second is to appropriate money received for current year taxes in excess of the budget amount. This money is to cover any emergencies that may happen from now to the end of the year. And the third is for a donation to the Parks and Rec Department **from First Presbyterian Church for use on Dixie Youth Baseball.**

Fiscal Impact:

Will Item affect current budget	☒ *YES*	☐ *NO*	☐ *N/A*
Reviewed by Finance Director	☒ *YES*	☐ *NO*	☐ *N/A*
Preaudit Certification required	☐ *YES*	☐ *NO*	☒ *N/A*
Capital Project Ordinance required	☐ *YES*	☐ *NO*	☒ *N/A*
Budget Transfer required	☐ *YES*	☐ *NO*	☒ *N/A*
Total City Dollars:			
Budget Code			
Reviewed by City Attorney	☐ *YES*	☐ *NO*	☒ *N/A*

Manager/Staff Recommendation:

Approval of the Year End Budget Amendment

Result of City Council Decision:

Attachments:
Year End Budget Amendments

CITY OF MOUNT HOLLY
FY 14-15 Budget Amendment

Account		Revenue Increase	Expenditure Increase
Powell Bill			
10-00-3262-100	Occupancy Tax	$75,000	
10-00-4120-451	TDA		$ 75,000
10-00-3110-100	Property Tax Current	$100,000	
10-00-4110-499	Council - Misc Exp		$ 25,000
10-00-4120-199	Admin - Contracted Services		$ 25,000
10-20-4550-299	Garage - FF&E		$ 25,000
10-81-6130-550	Parks & Rec - Capital		$ 25,000
10-00-3833-840	Contributions	$500	
10-81-6130-298	Parks & Rec - Dept Supplies		$ 500

Date Submitted: 22-Jun-15

Department Head: ______________________

City Manager: ______________________

Finance Officer: ______________________

Department Comments:

Year end budget amendments

City of Mount Holly
Action Agenda Item

To: Mayor and City Council	**Date:** 6-17-2015
From: Mark Jusko	**Meeting Date:** 6-22-2015

Agenda Item to be considered:

Discussion of bench donation policy

Will this require a public hearing? ☐ YES X☐ NO

Background/Purpose of Request : Parks & Recreation staff has recently been approached by some citizens who would like to make a donation to purchase park benches, in honor or memory of someone, to our parks. The cost of the bench donation would be $500. The benches would be purchased and installed by us and similar to the ones that are currently in the parks. The benches would also include a plaque. Staff did some research and came up with a bench donation policy and also an application. Staff presented the information to Parks & Recreation Commission at their May 26th meeting, and the Commission recommended approval of this policy and it to be sent to City Council for further discussion and possible approval. If approved staff would look to implement this program beginning on July 1.

Fiscal Impact:

Will Item affect current budget	☐ YES	X☐ NO	☐ N/A
Reviewed by Finance Director	☐ YES	X☐ NO	☐ N/A
Preaudit Certification required	☐ YES	X☐ NO	☐ N/A
Capital Project Ordinance required	☐ YES	X☐ NO	☐ N/A
Budget Transfer required	☐ YES	X☐ NO	☐ N/A
Total City Dollars:	*$*		
Budget Code			
Reviewed by City Attorney	☐ YES	X☐ NO	☐ N/A

Manager/Staff Recommendation:

Result of City Council Decision:

Attachments: Bench donation policy guidelines and application.

City of Mount Holly

Parks & Recreation Department

Park Bench Donation Program

1. This program is designed for residents and park users who wish to support the City of Mount Holly Parks & Recreation Department by adding park benches to our park system.

2. The Parks & Recreation Department can not guarantee that all requests for a specific placement of the bench will be honored. The Parks & Recreation Department will work with the applicant to choose the optimal spot.

3. Applicants may request a recognition plague to be installed on or near the bench. All plaques and donations will be reviewed and need to be in the best interest of the department.

4. Mount Holly Parks & Recreation reserves the right to relocate a bench or plaque at any time.

5. The bench will be green, 6 foot in length, with powder coated steel frame, or similar. This is comparable to the ones that we currently have in our parks. It will be ground mounted. We may not be responsible for replacing benches or plaques if they are damaged, or in need of repair.

6. The cost of the bench donation will be $500. This will cover the bench, shipping, and plaque.

I have read this document and understand that the City of Mount Holly will make all final decisions as it pertains to my park bench donation, into and including the placement, color, and style of the bench and final wording of the plaque. I also understand that the City of Mount Holly may not be responsible for replacing a bench that is damaged or needs to be removed. I understand that all payments must be made in order to proceed with the ordering of the bench.

Signature of Donor____

Date____________________________

Mount Holly Parks & Recreation
PO Box 406 Mount Holly NC 28120
704-951-3006
Bench Donation Application

Applicant's Name____
Address____
City______________________ State______________ Zip Code______________
Phone______________________ Email______________________

Where would you like the bench to be placed? What park and location in the park?

____

Please be aware the Parks & Recreation Department can not guarantee every choice.

Please make checks payable in the amount of $500 to the City of Mount Holly. This will cover the cost of the bench, shipping, and plaque.

Plaque Text- Please print legibly- Maximum of 80 characters (letters or numbers) including spaces

____

____

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** June 18, 2015
From: Danny Jackson, City Manager	**Meeting Date:** June 22, 2015

Agenda Item to be considered: ***Agenda Item #3 – Update on Green Initiatives***

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request : ***When we speak of "Green Initiatives" we immediately think of such things as conservation, environment, money saving, technology, etc. The City of Mount Holly over the years has embarked upon an effort to address Green Initiatives. Enclosed you will find a list of such efforts as described above (Attachment 1) and a sample Going Green Initiative outline (Attachment 2). Our approach to Green Initiatives is an ongoing approach. Therefore, staff would like to seek input from the City Council regarding Green Initiatives. The sought after information can be used in a way that we continue to address certain issues, which would be for the betterment of the City of Mount Holly. Please feel free to offer suggestions that would aid in our efforts to address Green Initiatives.***

Fiscal Impact:			
Will Item affect current budget	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☒ NO	☐ N/A
Preaudit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:	*$*		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☒ N/A

Manager/Staff Recommendation: N/A

Result of City Council Decision:

Attachments: List of Green Initiatives in Mount Holly (attachment 1) and Going Green Initiative outline (attachment 2).

Attachment 1

GREEN INITIATIVES IN MOUNT HOLLY:

1. Implementation of a recycling program to help make our environment better.
2. Increased building restrictions near bodies of water, especially our drinking supply reservoir.
3. Increased regulations for storm water runoff, minimizes pollutants into the river.
4. The adoption of a Strategic Vision Plan that includes a requirement for more open space within newly annexed developments.
5. The City contracts with Gaston County Natural Resources for the enforcement of city-wide Soil, Sedimentation and Erosion Control. This helps to minimize the impacts of construction grading.
6. The city is proposing a major greenway plan to act as means of alternative transportation and an attractive amenity.
7. The use of a grant from the Clean Water Management Trust Fund to purchase 250 acres adjacent to the Catawba River. This was a part of a conservation effort to protect restrict development along the river.
8. The creation of a framework for developers to build energy efficient housing in Mount Holly.
9. The city is proposing to become a part of certain educational efforts regarding GREEN building, landscape planning and maintenance practices.

Attachment 2

Going Green Initiative

I. Overview

1. What is our goal?
   A. By showing the Community that the City of Mount Holly cares for the environment, the City is "Going Green."
   B. Our current tagline is Connecting Community & Nature
2. How do we get there?
   A. Internal
      i. Policies and Procedures
   B. External
      i. Community Wide Initiatives
3. When will "Going Green" occur?
   A. Staff recommends
      i. Process
      ii. Timeline
   B. Council adopts
4. Budget Implications
   A. Low-hanging fruit, take credit for during FY 15-16
   B. Impacts during FY 16-17
   C. Be wary of unfunded mandates

II. Implementation

1. Staff presentation during Work Session
2. Council approves concept
3. Form Green Team
   A. Draft "Going Green" Plan (similar to Strategic Plan)
   B. Green Team suggestions
      i. One (1) project manager – point person responsible for combining all information into the Plan
      ii. One (1) member of each Department
4. Green Plan complete
   A. Guiding document for internal (City) and external (Community) stakeholders
   B. Living document, changes with time/technological advances
5. Council Adopts all or partial plan

III. Internal: City Practices

1. Council
   A. Create a resolution that ensures City will perform their duties, while being environmentally responsible
2. Green Team
   A. Develops initial plan

B. Ongoing meetings (monthly, quarterly, etc.)
   i. Ensures momentum remains
   ii. Reviews new ideas / concepts
   iii. Meets to review projects to ensure green initiatives are considered

3. Immediate Impact
   A. Take credit for existing practices
      i. Recycling
      ii. Storm Water Management
      iii. Water savings at treatment plants
   B. Low hanging fruit
      i. Complete projects that are relatively quick, easy and zero to low cost
4. Department Initiatives
   A. Each Department brainstorms for ideas, examples follow:
   B. Administration
      i. Go paperless: Pay stubs online, Monthly Newsletters
      ii. Use only recycled paper for circulars
      iii. Create a "Green" section in Newsletter
   C. Garage
      i. Alternative fuel vehicles
      ii. Propane powered mowers
   D. Fire Department
   E. Police Department
   F. Parks and Recreation
   G. Planning Department
      i. New development practices
      ii. Zoning ordinances
   H. Streets and Solid Waste
      i. Recycling program
      ii. LED street lights
   I. Utility
      i. Best Management Practices – Storm water
      ii. Water/Wastewater treatment practices
5. Facility Practices
   A. New Construction
      i. Low E windows
      ii. Upgrade insulation
      iii. Reflective roofing materials
      iv. Impervious/pervious parking lot pavement; storm water management
      v. Daylighting
      vi. Consider construction to meet LEED requirements
      vii. Solar panels
      viii. Green roofs

B. Existing Facilities
   i. Energy management
   ii. Occupancy sensors
   iii. Low flow toilets
   iv. Faucet sensors
   v. Drought tolerant landscaping
   vi. Street lighting – LED retrofits, LED standardization for new developments
   vii. Solar panels
   viii. ENERGY STAR rating

6. Program Sustainability
   A. Place program under City Manager/Asst. City Manager
      i. Someone with authority over all Departments
      ii. Enforce program
   B. Green Team
      i. Grant research
      ii. Set Targets – Monthly, Yearly, 5 year
      iii. Write action plans
         a. Carbon Emission Reduction
   C. Tell our story

IV. External: Community-wide Initiatives

1. Membership to Agency / Association
   A. Join an association that promotes environmental responsibility
   B. Council to determine if feasible
   C. Examples
      i. ICLEI (International Council for Local Environmental Initiatives)
         a. Association of over 1000 local governments from 67 countries who are committed to sustainable development.
         b. Provide conferences, networking, and toolkits to help local governments realize sustainable visions.
      ii. Global Cool Cities Alliance
         a. Cool roofs and pavement programs
      iii. Clean Cities – Dept. of Energy
         a. Advances the nation's economic, environmental, and energy security by supporting local actions to reduce petroleum use in transportation.
      iv. U.S. Conference of Mayors Climate Protection Agreement
         a. Under the Agreement, participating cities commit to take 3 actions:
            - Strive to meet or beat the Kyoto Protocol targets in their own communities, through actions ranging from anti-sprawl land-use policies to urban forest restoration projects to public info. Campaigns

- Urge their state governments, and the federal government, to enact policies and programs to meet or beat the greenhouse gas emission reduction target suggested for the US in the Kyoto Protocol
- Urge the US Congress to pass the bipartisan greenhouse gas reduction legislation, which would establish a national emission trading system

2. Set and enforce standards in Planning and Zoning
   A. Promote green construction in the private sector
3. Reduce the Heat Island Effect
4. Lower Carbon Footprint
5. Educate the public on all initiatives

V. Resources

1. EPA
   A. Waste Minimization/Materials Management
   B. Smart Growth
   C. Renewable Energy
   D. Green Buildings
   E. Water
   F. Fleet Fuel Efficiency
   G. Collaborative Efforts to Assist Local Governments
   H. Additional Resources
2. Green on Buildings: The Effects of Municipal Policy on Green Building Designations in America's Central Cities. Eugene Choi
   A. Green Building Profiles in the U.S.: According to the definition of the U.S. Environmental Protection Agency (EPA), green building is the practice of creating structures and using processes that are environmentally responsible and resource-efficient throughout a building's lifecycle, from siting to design, construction, operation, maintenance, renovation, and deconstruction. This practice expands and complements the classical building design concerns of economy, utility, durability, and comfort (EPA). Green buildings are also regarded as sustainable high-performance buildings that are designed to reduce waste sent to landfills, conserve energy and water, provide a safe and healthy environment for occupants, reduce greenhouse gas emissions, and reduce operating costs for the building owner, which can then be passed on to tenants through lower rents and utility costs. For example, green buildings may incorporate sustainable materials in their construction (e.g., materials that are reused, recycled-content, or made from renewable resources), create healthy indoor environments with minimal pollutants (e.g., reduced product emissions), and feature landscaping that reduces water usage (e.g., by using native plants that survive without extra watering).

City of Mount Holly
Action Agenda Item

To: Mayor and City Council Ryan Baker, Fire Chief	**Date:** June 16, 2015 **Meeting Date:** June 22, 2015

Agenda Item to be considered:

Fire Department Name Change

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request :

In 2000-2001 year the department name was changed from Fire Department to Fire & Rescue. This was done to help the transition of the Rescue Squad and Fire Department merger. Before this merger the department operated as the Mount Holly Fire Department for 86 years. We are looking to transition back to this name over the next three years. Three years will allow us to phase out old uniforms and re-letter apparatus. The two new fire trucks will be lettered with fire department. Some of our current apparatus have fire department while others have fire and rescue.

The State of North Carolina Department of Insurance and Department of Emergency Medical Services have been contacted and there is no issue with the renaming. This will not affect anything that we currently do or will do in the future.

This will need to be approved by Council.

Fiscal Impact:

Will Item affect current budget	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☒ NO	☐ N/A
Preaudit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:			
Budget Code			
Reviewed by City Attorney	☒ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:

Result of City Council Decision:

Attachments:

MEMORANDUM

TO: Mayor, City Manager, and City Council, City of Mount Holly

FROM: Marie M. Anders, Assistant City Attorney

RE: Resolution to revise Chapter 10 of the City Code – Licenses

DATE: June 12, 2015

As of July 1, 2015, the state legislature has repealed the authority for municipalities to charge a privilege license tax. However, business privilege licenses are more than just a source of revenue to the City, they give the City the ability to know what businesses are located in the City, where they are located, and are a tool for the City to use to regulate businesses. The NC General Statutes still give municipalities the authority to regulate and license businesses. Cities are no longer allowed to levy a privilege license tax, but the School of Government believes that cities may charge a reasonable registration fee when businesses register for a license.

Attached is a proposed revision to Chapter 10 of the City Code regarding licenses which removes all references to a privilege license tax, but still provides for regulatory licensing power. Also, this revision modernizes the chapter by referring to the Zoning ordinance in Chapter 20, which was passed later, and no longer trying to separately regulate uses that are now regulated by zoning. This revision repeals Sec. 10-19, which separately regulated insulation contractors, and now insulation contractors would be under the same licensing requirements of this chapter as any other business or trade. This revision also repeals Sec. 10-20, which regulated Community Antenna Television Systems ("CATV"), because the legislature gave the Secretary of State the authority to regulate CATV in 2007.

RESOLUTION TO AMEND SECTIONS OF
CHAPTER 10 ENTITLED, "LICENSES",
OF THE MOUNT HOLLY CITY CODE

BE IT RESOLVED that the City Council hereby amends Chapter 10 entitled, "Licenses", of the Mount Holly City Code as follows:

Sec. 10-3 reads as re-written:

"Sec. 10-3. Tax imposed; license year; payment.

Repealed effective July 1, 2015.

~~The license taxes specified in this chapter are hereby levied for the privilege of carrying on the business, trades, professions, calling, occupations or doing the things or acts named, within the corporate limits of the city from the 1st day of July to the 30th day of June of any fiscal year, unless from some other time or period herein specified; and all such taxes shall be due and payable in advance at the office of the city tax collector. The payment of any particular tax herein imposed shall not relieve the party paying the same from liability for any other tax specifically imposed for any other business conducted by such person. (Code 1961, § 9-3)~~"

Sec. 10-4 reads as re-written:

"Sec. 10-4. Proration.

Repealed effective July 1, 2015.

~~Where the licensee begins business or exercises such privilege after the expiration of seven months of the current license year, such licensee shall be required to pay one-half of the tax prescribed, other than the tax prescribed to be computed upon a gross receipts or percentage basis. (Code 1961, § 9-4)~~"

Sec. 10-5 reads as re-written:

"Sec. 10-5. Required; application; display; transfer.

All persons before doing, entering or engaging in any business, trade, profession, calling, or occupation ~~or doing any act on which a license tax is imposed by this chapter~~ shall, except as hereinafter provided, apply to the city manager or his designee ~~tax collector~~ for license. All persons holding a license issued by an occupational licensing board of this State shall be exempt from this licensing requirement as to the profession or trade that he or she has been licensed to practice or pursue by the State. Also exempt from this licensing requirement are digital dispatching services for prearranged transportation services for hire. Except as set forth in Section 10-7, and upon payment of the application fee~~license tax herein imposed~~, a license shall be issued to such applicant. Such license must be conspicuously posted in the place of business licensed, and if the licensee has no regular place of business, the license must be kept where it may be inspected at any and all times by the proper city officials. No license shall be transferable or assignable, except as provided in section 10-9. All licenses issued hereunder shall terminate on the last day of the fiscal year for which issued. Renewal of such licenses shall be pursuant to the same procedures and requirements set forth for initial issuance. (Code 1961, § 9-5)"

Sec. 10-5A reads as re-written:

"Sec. 10-5A. Public dances.

Repealed.

~~(a) No public dances shall be conducted in the City on Sunday.~~

~~(b) All persons conducting a public dance shall first obtain from the City Manager's office a permit, which permit shall show on its face the date of the dance, and shall also state thereon that no dance shall last beyond 11 P. M., Monday through Thursday, and shall not continue beyond 12 midnight on Friday and Saturday. The fee for such permit shall be such amount as the City Council may set from time to time. (6-9-80)~~"

Sec. 10-6 reads as re-written:

"Sec. 10-6. Applicants required to appear and testify before the city council.

Repealed.

As to zoning regulations, see § 20 of this Code. As to a table of Permitted and Special Uses, see § 20, Article 6. As to applications for Special Use Permits, see § 20, Article 12.

~~Any person desiring to engage in any business, trade or vocation, or do anything hereinafter mentioned in this section, or subsequent sections, shall be required to appear in person before the city council before receiving a license, stating the place at which it is proposed to conduct the business, the name of the owner of the business, or if the owner be a corporation, the names of the officers, including the manager, and the city council shall also have the right to require the owner, proprietor, manager or any other person interested in which such business has been, or is to be conducted, as well as any other facts which the council may deem necessary. This section shall apply to any license requested, at the option of the council, and specifically to the following:~~

~~(a) Owners and drivers of for-hire vehicles and public conveyances.~~

~~(b) Bowling alleys or alleys of like or similar kind.~~

~~(c) Billiards or pool tables or parlors.~~

~~(d) Cane boards, jingle boards, knife racks, penny arcades, etc.~~

~~(e) Merry-go-rounds, ferris wheels, switchbacks, etc.~~

~~(f) Any kind of table, stand, place or game to be kept in a house or rooms used or connected with a hotel, cafe, etc.~~

~~(g) Carnivals, theaters, motion picture shows, vaudeville shows, dance halls, roof gardens, menageries or circuses, etc.~~

~~(h) Fortunetellers, mind readers, phrenologists, palmists, gypsy bands, medicine shows or any thing of like or similar kind.~~

~~(i) Street stands of any kind.~~

~~(j) Pawnbrokers, secondhand dealers, etc.~~

~~(k) Traveling theatrical companies.~~

~~(l) Fireworks, weapons of any kind.~~

~~(m) Livery stables, horse and mule and/or other stock dealers.~~

~~(n) Cider dealers.~~

~~(o) Operators of three (3) or more video or other coin or token operated game machines at one place of business., (Code 1961, § 9-6; Mo. of 7-14-75) (paragraph (o) added on 6-14- 82)~~"

Sec. 10-7 reads as re-written:

"Sec. 10-7. Denial for cause.

a. A license may be refused, after a hearing before the city manager, for any occupation, business, trade, or profession that the city manager determines would be harmful to the public health, welfare, safety, order, or convenience. ~~enumerated in section 10-6, unless the city council shall be satisfied that the applicant or the proposed manager is a person of good moral character and a fit and proper person to conduct such business or for any good reasonable cause, as to the council may seem fit.~~ (Code 1961, § 9-7)"
b. To be eligible for a pawnbrokers license an applicant must satisfy the requirements of NCGS 66-390 and appear before the city council, if it so requests, to determine the eligibility of such applicant for a pawnbrokers license. Any such license issued by the City to a pawnbroker may be revoked in accordance with the provisions of NCGS 66-390(d).

Sec. 10-8 reads as re-written:

"Sec. 10-8. Revocation; suspension.

Any license issued under this chapter shall be subject to revocation or suspension for a definite period of time by the city manager ~~council~~ without a refund of any part of the application fee ~~tax~~ paid, if the licensee or manager or person in charge of the business, or employees in the business, shall violate any provision of this Code or other ordinance of the city relative to such business, ~~or be convicted of crime~~, or if, in the judgment of the city manager~~council~~, the licensed business does, by reason of its nature or the manner or place in which it is conducted, constitute a nuisance or is a menace to good order or to public health, safety or morals. Upon the revocation or suspension of any such license it shall be unlawful for the person to whom such license was granted to continue to conduct such business. (Code 1961, § 9-8)"

MEMO

From: Kemp A. Michael, City Attorney

To: Mayor and City Council

Date: June 17, 2015

Re: Rail Crossing Signals

The City has received correspondence from the North Carolina Department of Transportation informing the City that the Federal Government has money available to fund 90% of the eligible cost of signalizing two crossing which have qualified for such funding, "Based on the existing train volume, automobile volume, train speed, past accident experience and existing protection...". One of the crossings is located at Central Avenue and the other is at Elm Street. According to the correspondence in order for this signalization to be installed the City would be required to pay 10% of all costs not paid by federal funds. DOT is estimating that the City's share of the installation cost would be $25,000.00 for each crossing and in addition, the city would pay annually, $1532.00 representing 50% of the annual maintenance cost.

The correspondence from the railroad stated that if the City declines to participate in the project, the City may be subject to additional liability if an accident were to occur at these crossings. The railroad did not provide any information that it developed to conclude that these crossings presented a special risk beyond that which is inherit in all crossings. The railroad did state that we could request under the "Freedom of Information Act" data which they collected, upon which the determination was made that these crossings would qualify for federal funds.

Therefore, the railroad requested a response from the City regarding these matters.

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** June 18, 2015
From: Danny Jackson, City Manager	**Meeting Date:** June 22, 2015

Agenda Item to be considered: ***Agenda Item #7 – Update on the Duke Greenway Easement***

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request : ***As you all are already aware, we have been in negotiations with Duke Energy regarding their portion of the easements needed for the first phase of the proposed Greenway Plan. I am happy to say that we are very close to finalizing the process with Duke Energy. Our City Attorney will provide the details at the meeting, simply because his interaction is nearly on a daily basis with Duke's attorney at this point.***

Fiscal Impact:

Will Item affect current budget	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☒ NO	☐ N/A
Preaudit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:	*$*		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☒ N/A

Manager/Staff Recommendation: N/A

Result of City Council Decision:

Attachments:

City of Mount Holly
Action Agenda Item

To: City Council	**Date:** June 18, 2015
From: Danny Jackson, City Manager	**Meeting Date:** June 22, 2015

Agenda Item to be considered: ***Agenda Item #8 – Mountain Island Conservation Park Rules***

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request : ***As you all are already aware, we have encountered a number of visitors to the 31.5 acre tract of land located just below the city's Water Treatment Plant and adjacent to Mountain Island Lake. We have also encountered a number of issues with the use of the property, most of which have not been good. I recent made you all aware of those issues and the fact that we needed to address them accordingly. We are now at that point and need the City Council to give direction to staff. Enclosed you will find documentation submitted by our City Attorney regarding the matter.***

Fiscal Impact:

Will Item affect current budget	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☒ NO	☐ N/A
Preaudit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:	***$***		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☒ N/A

Manager/Staff Recommendation: Motion to adopt the proposed regulations as submitted.

Result of City Council Decision:

Attachments: Documentation submitted by the City Attorney

MEMO

From: Kemp A. Michael, City Attorney

To: Mayor and City Council

Date: June 17, 2015

Re: Regulations for use of City Property on Mountain Island Lake

As you are aware the City owns 31.5 acres along the shoreline of Mountain Island Lake which was acquired with the assistance of a North Carolina Clean Water Management Trust Fund Grant. This property is shown on the attached map. It has been reported by the Police Department that a high volume of weekend visitors to the tract has developed this Spring and Summer. Last Saturday approximately 59 cars were parked along the road by these visitors.

As a result of this increased usage, accumulations of trash, including large quantities of empty beer containers, have been observed strewn along the City's property. Also rope swings have been removed by the police and then re-established by visitors resulting in several injuries. Also within the past year, there has been one drowning in the general area of the City's property.

Currently the City Council has not established any specific rules or regulations pertaining to use of the property and there are no signs indicating any restrictions or even notice of City ownership. The City Staff has suggested that the matter of regulations of the property be referred to the Recreation Commission for a recommendation to be brought before the City Council.

Because the Summer is upon us and there are immediate concerns about use of the property, the Council may wish to adopt immediate temporary measures restricting use of the property. These measures would be posted upon the property and could come into effect immediately. Below are possible restrictions that could be adopted temporarily pending receipt of the recommendations from the Recreation Commission.

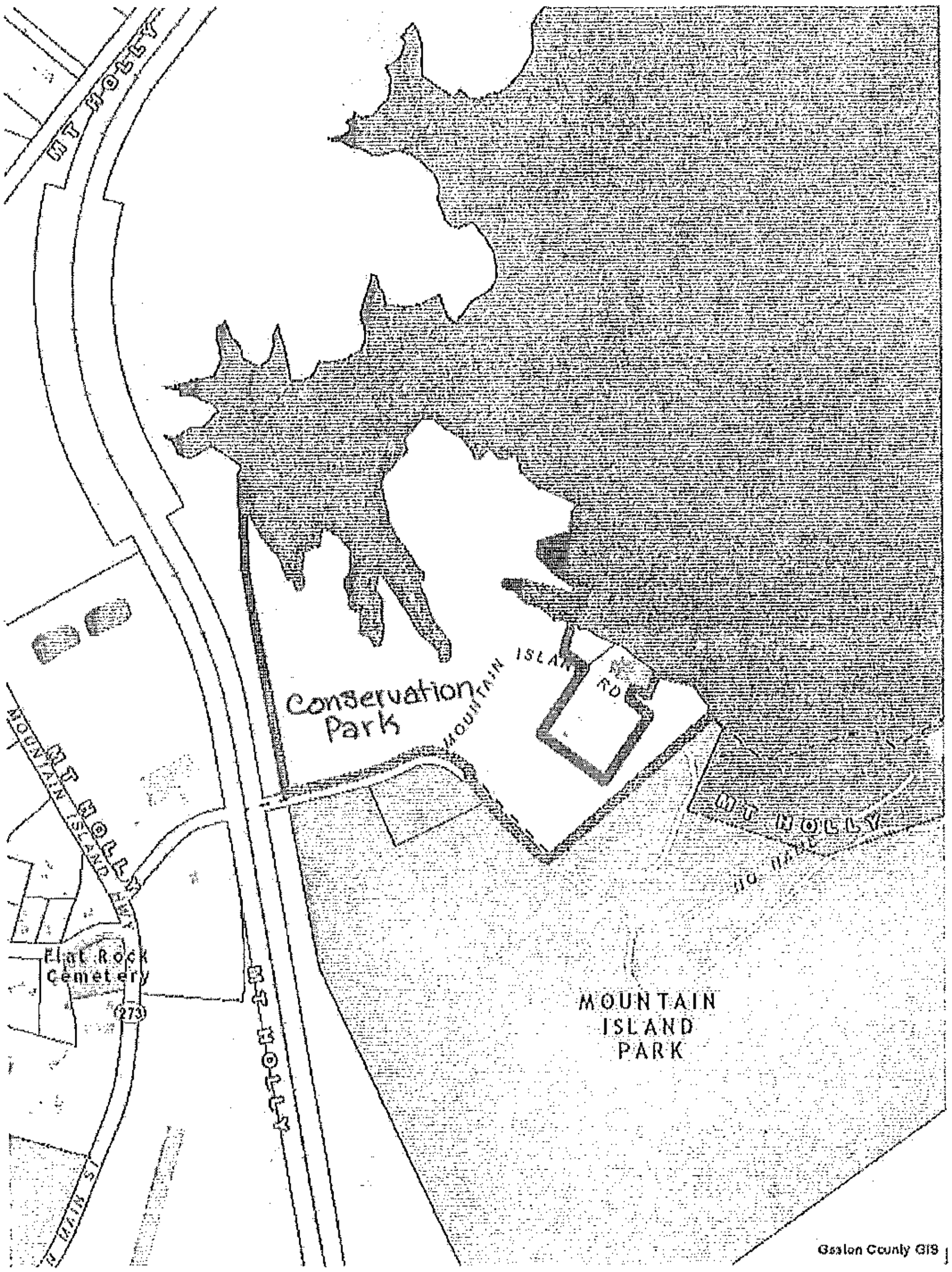
"CONSERVATION PARK" RESTRICTIONS

By resolution of City of Mount Holly Council

- Hours of park use is limited from dawn to dusk only.
- No fire arms
- No alcoholic beverages
- No fires
- All trash must be carried out or disposed of in provided receptacles
- No swimming from park property
- Motorized vehicles are prohibited

Violators are subject to arrest and/or may be banned from the park.

6/17/2015



Disclaimer: The information provided is not to be considered as a Legal Document or Description. The Map & Parcel Data is believed to be accurate, but Gaston County does not guarantee its accuracy. Values shown are as of January 1, 2015.

Google earth

feet 10
meters 3

Central Avenue

Google earth

feet 9
meters 3

Site No.: ______________________
Land Unit No.: ________________
Project No.: __________________

GREENWAY EASEMENT

Drawn by & Return to:
Kemp A. Michael, Atty., 124 W. Catawba Ave., Mt. Holly, NC 28120

NORTH CAROLINA
GASTON COUNTY

THIS EASEMENT, Made and entered into this ____ day of ____________, 2015, by and between DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company, hereinafter referred to as "Grantor"; and CITY OF MOUNT HOLLY, a NC municipal corporation, hereinafter referred to as "City" or "Grantee";

WITNESSETH:

THAT, WHEREAS, the Grantor is the owner of a certain parcel of land ("the Property") located in the City of Mount Holly, and lying between the west bank of the Catawba River and the property owned by the NC Department of Transportation Division of Rails (see Deed Book 2144, Page 164), and bound on the south by American & Efird, Inc., and on the north by Clariant Corporation. The Property is further described in Deed Book 230, Page 518, of the Gaston County Public Registry, and being identified in the Gaston County Tax Office as PID# 123986; and,

WHEREAS, City desires to obtain an easement to construct and maintain a greenway upon a portion of the Property as hereinafter described ("the Greenway Easement Area"), and Grantor has agreed to convey the same as a contribution for recreation purposes to City.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant to the City, its successors and assigns, the right, privilege, and easement in perpetuity to establish and maintain the Greenway Easement Area hereinafter described, as a greenway for pedestrian and non-motorized vehicular travel, including the right of ingress and egress over and across the Greenway Easement Area to the City and members of the general public for greenway maintenance and use, together with a temporary construction easement to be used during construction, maintenance and repairs.

THE FURTHER TERMS AND CONDITIONS of the easement interest herein conveyed are as follows:

1. "Greenway Easement Area" shall mean that certain portion of the Property called "Permanent Trail Easement" and "Temporary Construction Easement" as depicted on that survey entitled "Mount Holly Riverfront Greenway" by R. Joe Harris & Associates, PLLC, dated December 18, 2014, and attached as Exhibit "A" hereto (the "Survey").

2. "Greenway Easement" shall mean a non-exclusive easement over and across the entire Greenway Easement Area, which Greenway Easement is conveyed for the purposes of (a) constructing, operating, maintaining, repairing, restoring and replacing a pedestrian pathway ("the Path") at Grantee's sole cost and expense within a portion of the Greenway Easement Area and (b) maintaining the portion of

the Greenway Easement Area not used for the Path. Subject to the terms and provisions of Section 10 of this Easement Agreement, the Greenway Easement shall be perpetual.

3. Grantee shall construct, install, maintain, repair, restore and replace the Path, at Grantee's sole cost and expense, within the Greenway Easement Area allowing for proper setback from towers and the crossing of transmission lines at approved angles in accordance with the "Electric Transmission Rights-of-Way Guidelines/Restrictions," document on file with Grantor, as the same may be revised from time to time by Grantor, and at the approximate location shown on the Survey. There shall be no deviations from the requirements of the then current "Electric Transmission Rights-of-Way Guidelines/Restrictions" document without prior written approval of Grantor. The Path specifications shall be in the discretion of Grantee, but the Path shall be constructed, maintained and operated in accordance with all applicable Federal, State and local laws, ordinances, rules and regulations, including, without limitation, the Americans With Disabilities Act and the "Electric Transmission Right of Way Requirements for Shared-Use Paths/Trails" document on file with the Grantor, as the same may be revised from time to time by Grantor.

Grantee has provided construction drawings to Grantor for review and comment at least thirty (30) days prior to beginning construction, and said construction drawings have been approved by Grantor. If the said approved construction drawings contain any deviations from either the "Electric Transmission Rights-of-Way Guidelines/Restrictions," or "Electric Transmission Right of Way Requirements for Shared-Use Paths/Trails," then the parties agree that such deviations are acceptable to Grantor. In the event that the "Electric Transmission Rights-of-Way Guidelines/Restrictions," or "Electric Transmission Right of Way Requirements for Shared-Use Paths/Trails," shall be revised hereafter, such revision causing the relocation of all or a portion of the Greenway Easement Area or constituting a significant impairment of the use of Greenway Easement Area, then the provisions of Paragraph 13 herein shall apply. Grantee shall not make any major modifications to the Path without the prior written consent of Grantor. Grantee shall also construct, install, maintain, repair, restore and replace, at Grantee's sole cost and expense, a new fence and gates at the current location now providing access to the Property by Grantor. Subject to the provision of Section 6, only Grantor will have access through the gates and Property and such access will be continuous and uninterrupted. The width of the gates and access across the Greenway Easement Area will be sufficient to allow line trucks and dump trucks to safely cross the Greenway. The crossing will be constructed in a manner sufficient to handle truck traffic (by trucks weighing up to 80,000 pounds) and the crossing area will be maintained by Grantee, except the Grantor shall be responsible for repairing damage to the crossing or the fencing caused by negligence or malicious damage of Grantor, or Grantor's employees and agents. It is understood that Grantee may seek reimbursement for repairs directly from Grantor's contractors, assigns, or third-party grantees for damage caused by them to the crossing, fence, or gates. The fence specifications and installation guidelines are delineated on those certain engineering drawings for project reference no. EB-5114, sheets 2, 2-C, 9, 10, 11, 12, 13, dated May 27, 2015, by Michael S. Repsch, Professional Engineer, with ALTA Engineering, on file with both the Grantor and Grantee. Grantor shall have the right, at its discretion, to require Grantee to relocate the gates, the fence, or any portion thereof at Grantee's own cost and expense, provided that such relocation does not appreciably change the size or the location of the Greenway Easement Area without consent of the Grantee. Grantee shall also install, maintain, repair, restore and replace at its sole cost and expense informational, warning and "no trespassing" signs at reasonable intervals as directed by Grantor along the Greenway Easement.

4. Grantee accepts the Greenway Easement Area absolutely "as is." Grantor makes and has made no representations or warranties, express or implied, with respect to the condition of the Greenway Easement Area or with respect to the fitness of the Greenway Easement Area for any purpose, and Grantee acknowledges that Grantee is not relying on and has not relied on any statement (oral or written), representation or warranty by Grantor with respect to the Greenway Easement Area. Grantee shall have the right and duty at Grantee's sole cost and expense to maintain the Greenway Easement Area, including,

without limitation, the unimproved and natural areas within the Greenway Easement Area, and the required fence under Paragraph 3. It shall be the Grantee's responsibility to remove trash, debris and limbs from the Greenway Easement Area from time to time, and to adopt measures to correct erosion or storm water problems (to be approved in advance by Grantor) caused by the exercise of rights granted to Grantee in this Easement Agreement. Grantor shall have no responsibility for accidental damage to the fence caused by falling trees or otherwise.

5. Grantee shall conduct all construction and maintenance work contemplated by this Easement Agreement so as to minimize the impact on and interruption to Grantor's use of the Property. Grantee shall use commercially reasonable efforts to ensure that its contractors, agents, employees, consultants and other representatives erect and maintain, as required by the nature of the task, all necessary facilities and safeguards for health and safety of persons and protection of property to prevent damage, injury or loss, and such contractors shall carry the following insurance coverages and limits:

a. Commercial general liability insurance with limits of not less than $1,000,000 per occurrence.
b. Statutory worker's compensation insurance and Employer's Liability Insurance with limits of not less than $ 1,000,000 per occurrence.

Grantee shall ensure such contractors include Grantor as an additional insured (except Worker's Compensation) and such contractors and their insurers shall waive all rights of subrogation against Grantor and its directors, officers, members, and employees. Grantee shall provide Grantor with a certificate of insurance evidencing above-listed insurance policies prior to commencing any clearing, grading, construction or installation work on the Greenway Easement Area, and Grantee shall provide Grantor evidence of continuation of such insurance policies within thirty (30) days of each subsequent policy renewal throughout the continuation of such work. If Grantee does not provide such evidence of insurance to Grantor within thirty (30) days of renewal, Grantor shall have the right to cancel this Agreement, subject to the provisions of Section 10. Notwithstanding the foregoing, except as described in the proviso at the end of this sentence Grantee shall not be obligated to provide evidence of contractor insurance or copies of contractor insurance policies after the completion of the construction and installation of the improvements required to be constructed and installed by Grantee under this Easement Agreement, provided that Grantee shall provide such evidence of contractor insurance and copies of contractor insurance policies if requested by Grantor in writing in connection with any significant new construction or installation project in or on the Greenway Easement Area or any significant repair, restoration or reconstruction of improvements in or on the Greenway Easement Area.

6. In addition to the use of the Greenway Easement by Grantee for the construction, installation, maintenance, repair, restoration and replacement of the Path and of all of the other improvements required to be constructed and installed by Grantee under this Easement Agreement, the Greenway Easement granted in this Easement Agreement may be used by Grantee only for the operation of the Path, during daylight hours only, for the following purposes: use by the public for walking, jogging, running, nature studies, hiking, non-motorized bike riding, non-motorized skating, use of similar non-motorized conveyances, and motorized wheelchair use. Notwithstanding any other provisions in this Easement Agreement, Grantee shall not open the Greenway Easement for use by the public unless and until Grantee has completed in accordance with the terms of this Easement Agreement the construction and installation of the Path and of all of the other improvements Grantee is required to construct and install under the terms of this Easement Agreement. From and after completion by Grantee in accordance with the terms of this Easement Agreement of the construction and installation of the Path and of all of the other improvements Grantee is required to construct and install under the terms of this Easement Agreement, Grantee may exercise all rights and privileges granted under this Easement and Grantee may adopt such regulations and ordinances as Grantee may elect for the operation and use of the Greenway Easement

which are not inconsistent with this Easement Agreement. Notwithstanding the foregoing use limitations, Grantee and Grantee's employees, agents and contractors shall have the continuing right to access the Greenway Easement Area through the gate or gates as described in Section 3 as follows: (a) during the initial construction of the Path, (b) in connection with maintenance and performance of Grantee's obligations under this Easement Agreement, and (c) for response to emergencies. Nothing herein will limit Grantee's rights under a certain sewer easement recorded in Book 2669, Page 262, Gaston County Public Registry. Except as stated above, there shall be no access by the Grantee or by any party using the Greenway Easement to any portion of the Property other than the Greenway Easement Area. In addition, there shall be no public parking on or near the Property and the public shall not access the Greenway Easement Area through the Property. Nothing in this Agreement shall be construed to limit or impede access by Grantor or any licensors or tenants of Grantor to the cell towers that are currently on the Property. Nothing in this Agreement will restrict the aesthetic appearance of the portion of the Property lying outside the Greenway Easement Area. By permission of Grantor, Grantee shall remove litter, garbage, waste, or other unsightly or offensive material deposited or thrown over the fence onto the Property outside the Greenway Easement Area. Grantee shall patrol to ensure safety and security in the Greenway Easement Area. If incidents of trespass onto the Property occur, Grantee, at Grantee's expense, shall take such additional measures as agreed to by Grantor, to prevent such trespass.

7. Grantor reserves the right to continue the use of the Greenway Easement Area for all purposes not inconsistent with the uses permitted in the Greenway Easement Area under this Easement Agreement. Grantor reserves the right to temporarily restrict or prohibit access to, on and over the Greenway Easement Area to the extent reasonably necessary in order to conduct construction, operations or maintenance within the Property lying outside of the Greenway Easement Area. Grantor shall not grant easements to third parties in, on, over or under the Greenway Easement Area for purposes that materially interfere with or are inconsistent with the uses permitted in the Greenway Easement Area under this Easement Agreement.

8. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all costs, claims, damages, losses and liabilities, including, without limitation, reasonable attorneys' fees and court costs arising or resulting from or in connection with or related to (a) construction or maintenance of any improvements pursuant to this Easement Agreement by Grantee or by Grantee's employees, agents or contractors; (b) any liens or claims of lien arising out of or filed in connection with Grantee's construction and maintenance work pursuant to this Easement Agreement; (c) the use of the Greenway Easement Area by Grantee, its employees, agents or contractors, including, without limitation, any claims, damages, costs, losses, and liabilities relating to property damage or the injury or death of any of such employees, agents or contractors during the course of or in connection with any work performed by or for Grantee in or on the Greenway Easement Area; and (d) the use of the Greenway Easement Area by the public or by any other party, from and after the date of completion, in accordance with the terms of this Agreement. Notwithstanding the foregoing, however, Grantor shall not be indemnified, defended or held harmless under this Section 8 for injury, death or property damage to the extent that such injury, death or property damage is caused by the negligence or willful misconduct of Grantor, of Grantor's contractors, employees, agents or assigns or of third-party grantees from Grantor of easements over or fee title to the Greenway Easement Area. For so long as the easements granted by this Easement Agreement continue in effect, Grantee shall obtain and maintain at Grantee's sole cost and expense the following insurance policies with specific coverage of the Greenway Easement Area and of Grantee's obligations under this Easement Agreement, including, without limitation, Grantee's indemnification obligations in this Section 8:

a. Commercial general liability insurance with limits of not less than $3,000,000 per occurrence. This obligation may be satisfied by an umbrella liability policy which sits excess and follows form of the underlying general liability policy to fulfill the $3,000,000 limit requirement.

b. Statutory worker's compensation insurance and Employer's Liability Insurance with limits of not less than $1,000,000 per occurrence.

Grantee shall provide Grantor with a certificate of insurance evidencing above-listed insurance policies, showing Grantor as an additional insured (except Worker's Compensation) and Grantee shall provide Grantor evidence of the continuation of such insurance policies within thirty (30) days of each subsequent policy renewal throughout the continuation of the easements granted in this Easement Agreement. Grantee shall notify Grantor within thirty (30) days of receiving a notice of cancellation or nonrenewal. If Grantee does not provide such notice or evidence of insurance to Grantor within thirty (30) days of renewal and/or cancellation, Grantor shall have the right to cancel this Agreement, subject to the provisions of Section 10. Policies required by this Agreement shall be with insurance companies with an A.M. Best Rating of A- VII. Grantee and its insurers shall waive all rights of subrogation against Grantor and its directors, officers, members, and employees.

9. Grantee shall provide the Survey at Grantee's sole cost and expense. Each party shall be responsible for any costs incurred by such party in the negotiation and preparation of this Easement Agreement. Grantee shall pay any recording costs. Grantee recognizes that the Greenway Easement represents a donation to the City of Mount Holly of significant value, and that no Monetary consideration for this Greenway Easement has been paid to Grantor.

10. If (a) after opening the Greenway Easement Path for use by the public as set forth herein, Grantee shall thereafter cease to operate and maintain the Path within the Greenway Easement Area as a recreational greenway for use by the public as permitted by this Easement Agreement, or (b) Grantee otherwise materially breaches any term of this Easement Agreement, then Grantor may provide notice of such failure to complete, cessation of operation or maintenance, or material breach to Grantee in accordance with this Section 10. Grantor's notice shall be sent by certified mail or by nationally recognized overnight carrier, addressed to the City Manager of Mount Holly, and such notice shall state that Grantee has ninety (90) days from receipt of such notice to cure the failure to complete, the cessation of operation or maintenance, or the applicable alleged material breach. If Grantee fails to cure or fails to take substantial measures to cure during the ninety (90) day cure period, Grantor may terminate this Easement Agreement upon ten (10) days notice to Grantee. In addition, Grantee may, at any time, choose to voluntarily terminate this easement agreement, by providing notice to Grantor at least ninety (90) days in advance of the effective date of such termination. In the event of any such termination by Grantor, or voluntary termination by Grantee, this Easement Agreement and the Greenway Easement shall then be without further force or effect (except for indemnification provisions of Section 8 above and the payment provisions of Section 9 above, which shall survive termination).

11. Notwithstanding any other provision of this Easement Agreement, if the Greenway Easement Area and/or the improvements in or on the Greenway Easement Area are damaged or destroyed by a casualty event beyond the reasonable control of Grantee, such as a storm, flood, other Act of God, act of war, or act of the public enemy (a "Force Majeure Event"), and, as a result, Grantee ceases to use the Greenway Easement Area for the operation and maintenance of the Path for the purposes described in this Easement Agreement, this Easement Agreement and the easements granted herein shall not be terminated so long as Grantee commences reasonably promptly and then diligently pursues the repair, restoration and replacement of the required improvements of the Greenway Easement Area, provided that, in order to avoid termination, such repairs, restoration and replacement must be substantially completed and the operation and maintenance of the Greenway Easement Area resumed within twelve (12) months after such Force Majeure Event. When Grantee is required under the terms of this Section 11 or any other provision of this Easement Agreement to repair, restore or reconstruct the improvements in the Greenway Easement Area or to restore the Greenway Easement Area upon termination to the condition existing

prior to the commencement by Grantee of any such construction or installation work or to its prior condition, Grantee shall not be required to restore or repair damage or to eliminate conditions caused by Grantor, its contractors, employees, agents, successors or assigns, or caused by a Force Majeure Event.

12. Grantee shall be solely responsible to provide documentation required by Grantor (for the entire length of the Greenway Easement even those portions not located upon the Property) necessary for approvals from the Federal Energy Regulatory Commission.

13. Notwithstanding any other provision of this Easement Agreement, Grantor reserves the right to relocate the Greenway Easement Area (or any portion thereof) to an Alternate Location on the Property if required (in the sole discretion of Grantor) for the relocation of any of Grantor's facilities or for development of the Property. If such relocation shall be required, then the Alternate Location on the Property shall be configured to allow the Alternate Location to connect in a northerly and southerly direction with the remainder of the Greenway adjacent to the Property. If Grantor intends to exercise this right, then Grantor will meet with Grantee to discuss the potential Alternate Location and allow Grantee 30 days to comment on the proposed Alternate Location. The Grantor's determination of such Alternate Location will become final after such comment period. The Alternate Location, as finally determined, will be sent to Grantee by certified mail or by nationally recognized overnight carrier, addressed to the City Manager of Mount Holly, and shall include a completed survey of the Alternate Location according to Grantor specifications. Grantee shall have a reasonable time, but not less than 180 days from receipt of notice of the final determination of the Alternate Location to complete relocation. Grantee shall be responsible for the cost of relocating the Greenway Easement Area and any improvements installed by Grantee.

TO HAVE AND TO HOLD the rights, privileges and easements granted in this Easement Agreement to the Grantee in gross.

Grantor expressly disclaims any warranty of title to the Greenway Easement Area, and the rights, privileges and easements granted in this Easement Agreement are subject to (a) all valid and enforceable easements, mortgages, covenants, conditions, restrictions and other matters of record including, but not limited to, the lien of the First and Refunding Mortgage dated December 1, 1927, from Grantor to The JPMorgan Chase Bank, formerly known as Chase Manhattan Bank, as Successor Trustee to Morgan Guaranty Trust Company of New York, recorded in Book 241 at Page 1 in the Gaston County Public Registry and (b) such matters and conditions as would be revealed by a current, accurate physical survey and/or inspection of the subject property.

The terms, conditions and restrictions imposed herein shall be binding upon (a) Grantee and Grantor and their officers, directors, employees, agents and contractors, and (b) the personal representatives, heirs, assigns and successors in interest of Grantor. This Easement shall continue as a servitude running with the Property for the benefit of Grantee in gross, subject to the restrictions, limitations and termination provisions set forth in this Easement Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement, as of the day and year first above written.

GRANTOR:

DUKE ENERGY CAROLINAS, LLC,
a North Carolina limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________

GRANTEE:

CITY OF MOUNT HOLLY,
a North Carolina municipal corporation

By:______________________________
Bryan Hough, Mayor

Attest: ______________________
Amy Miller, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF ________________

I, __________________________, a Notary Public in and for said County and State, do hereby certify that ________________________________ personally came before me this day and acknowledged that he/she is _________________, and that by authority duly given and as the act of DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company, the foregoing instrument was signed in its name by him/her on behalf of the said Company.

Witness my hand and notarial seal, this _______ day of __________, 2015.

____
Notary Public

My commission expires: _________________

(seal)

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, __________________________, a Notary Public in and for said County and State, do hereby certify that Amy Miller personally came before me this day and acknowledged that he/she is _____________ of the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, and that by authority duly given and as the act of the City Council of the City of Mount Holly, NC, the foregoing instrument was signed in its name by its Mayor, attested by its City Clerk, and sealed with its corporate seal.

Witness my hand and notarial seal, this _______ day of _________, 2015.

____
Notary Public

My commission expires: _________________

(seal)

EXHIBIT "A"
Page 1 of 5

I, KENNETH M. GREEN, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

3-3-15

KENNETH M. GREEN, PLS

NORTH CAROLINA PROFESSIONAL SEAL L-3512 LAND SURVEYOR KENNETH M. GREEN

I, ______________ REVIEW OFFICER OF GASTON COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER ______________ DATE

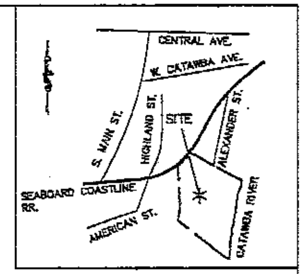
NOTES:

THIS PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS EITHER RECORDED OR IMPLIED.

BOUNDARY INFORMATION TAKEN FROM COMPILED GASTON CO. PUBLIC RECORD INFORMATION.

THIS PROPERTY IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

THIS PLAT DOES NOT MEET G.S. 47-30 STANDARDS.



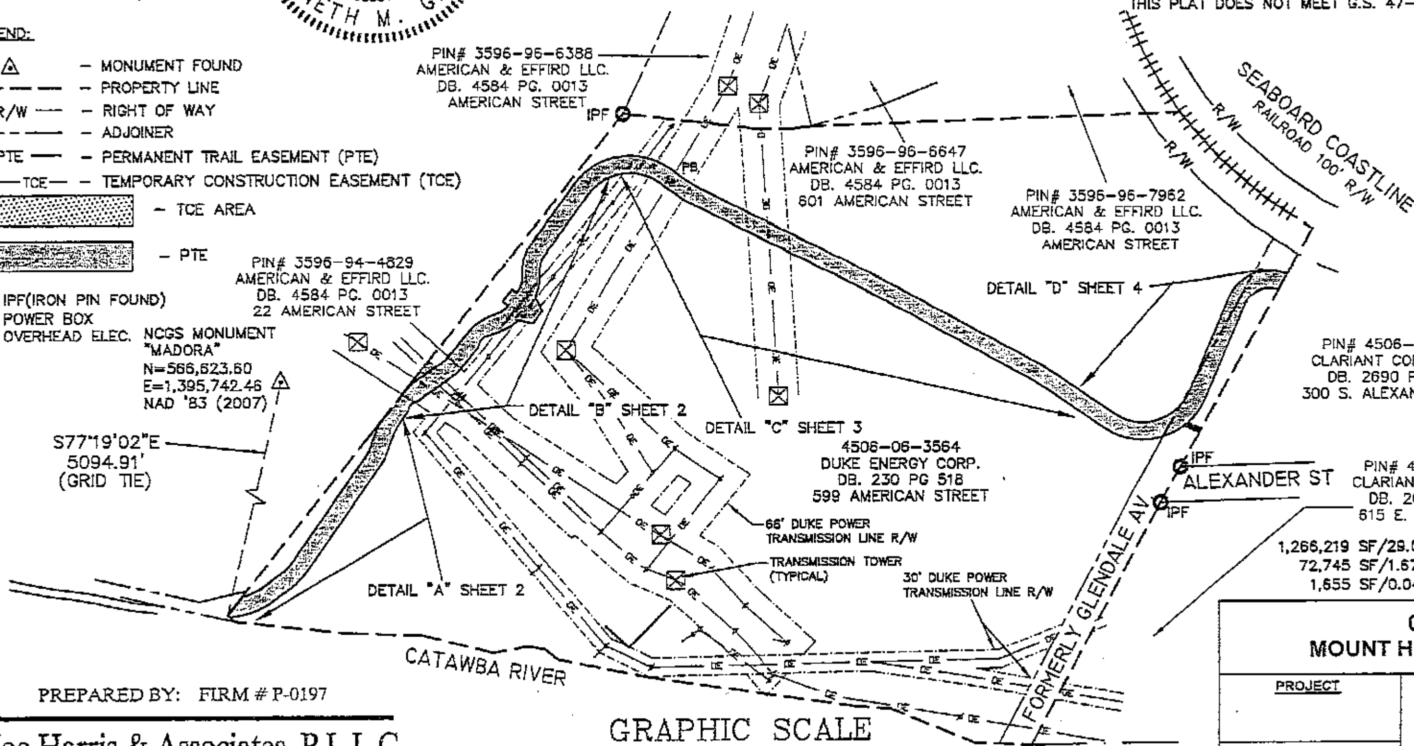
VICINITY MAP NOT TO SCALE

NAD'83

NOTE:
OVERHEAD UTILITIES AND EASEMENTS TAKEN FROM DRAWING BY ALTA ENGINEERING

LEGEND:

- △ – MONUMENT FOUND
- – – – – PROPERTY LINE
- — R/W — – RIGHT OF WAY
- — - - — – ADJOINER
- — PTE — – PERMANENT TRAIL EASEMENT (PTE)
- — TCE — – TEMPORARY CONSTRUCTION EASEMENT (TCE)
- – TCE AREA
- – PTE
- O – IPF(IRON PIN FOUND)
- PB – POWER BOX
- OE – OVERHEAD ELEC.



1,266,219 SF/29.07 ACRES TOTAL AREA BY PLAT
72,745 SF/1.67 ACRES IN PERMANENT TRAIL ESMT (PTE)
1,655 SF/0.04 ACRES IN TEMPORARY CONST. ESMT (TCE)

GRAPHIC SCALE

250 0 175 250

(IN FEET)
1 inch = 250 ft.

PREPARED BY: FIRM # P-0197

R. Joe Harris & Associates, P.L.L.C.

Engineering & Land Surveying

1695 W. HWY 160, SUITE 130, FORT MILL SC 29708

Phone: (803) 802-1799

CITY OF MOUNT HOLLY
MOUNT HOLLY RIVERFRONT GREENWAY

PROJECT	DUKE ENERGY CORPORATION PIN# 4506-06-3564	JOB NO. 1644
REV.		FILE NO.
SCALE 1" = 250'	OVERALL EXHIBIT EASEMENT ACQUISITION MOUNT HOLLY, GASTON CO., NC	SHEET 1
DRAWN BY: LJW		OF 5
DATE: 12-18-14	CHECKED BY: KMG SURVEY SUPVR.	

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

EXHIBIT "A"
Page 2 of 5

I, KENNETH M. GREEN, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

NORTH CAROLINA PROFESSIONAL SEAL L-3512 LAND SURVEYOR KENNETH M. GREEN

KENNETH M. GREEN, PLS

I, _______________ REVIEW OFFICER OF GASTON COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

NOTES:

THIS PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS EITHER RECORDED OR IMPLIED.

BOUNDARY INFORMATION TAKEN FROM COMPILED GASTON CO. PUBLIC RECORD INFORMATION.

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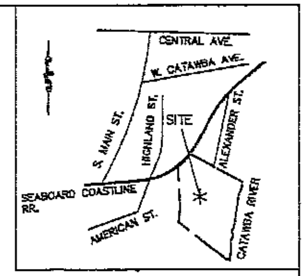
THIS PLAT DOES NOT MEET G.S. 47-30 STANDARDS.



VICINITY MAP NOT TO SCALE

NAD'83

LEGEND:

- △ – MONUMENT FOUND
- – PROPERTY LINE
- R/W – RIGHT OF WAY
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- PTE – PERMANENT TRAIL EASEMENT (PTE)
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- – TCE AREA
- – PTE
- O – IPF(IRON PIN FOUND)
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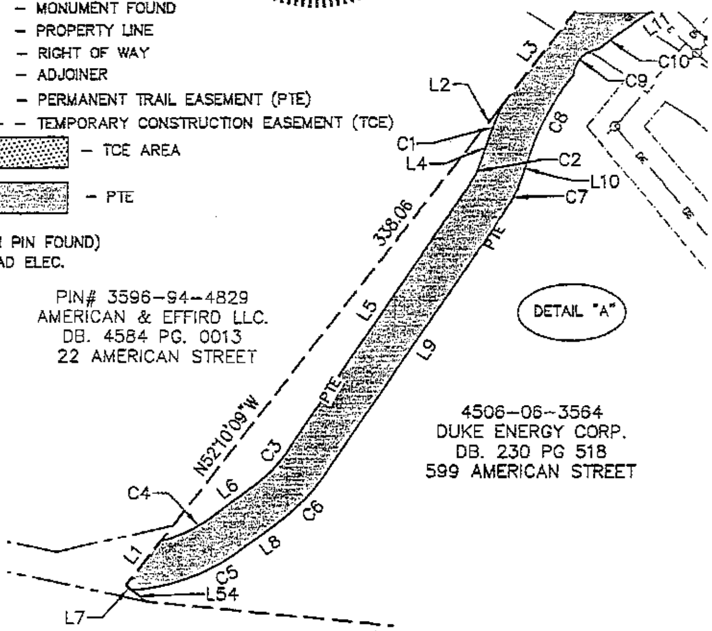


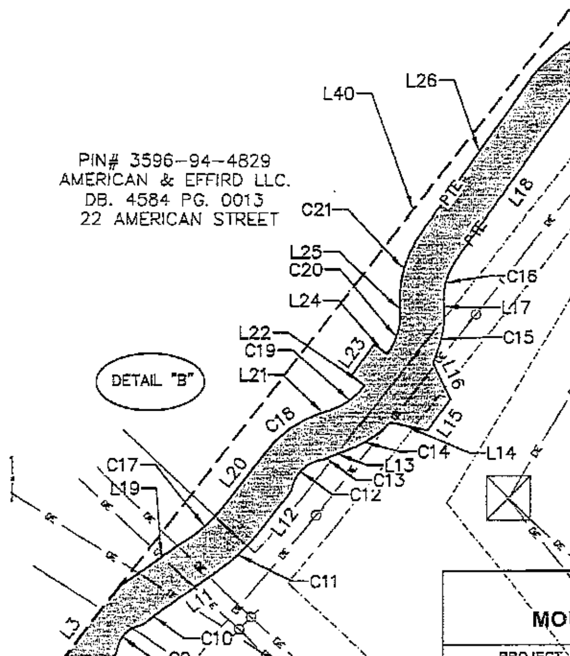
PIN# 3596-94-4829
AMERICAN & EFFIRD LLC.
DB. 4584 PG. 0013
22 AMERICAN STREET

DETAIL "A"

4506-06-3564
DUKE ENERGY CORP.
DB. 230 PG 518
599 AMERICAN STREET

PIN# 3596-94-4829
AMERICAN & EFFIRD LLC.
DB. 4584 PG. 0013
22 AMERICAN STREET

DETAIL "B"



1,266,219 SF/29.07 ACRES TOTAL AREA BY PLAT
72,745 SF/1.67 ACRES IN PERMANENT TRAIL ESMT (PTE)
1,655 SF/0.04 ACRES IN TEMPORARY CONST. ESMT (TCE)

PREPARED BY: FIRM # P-0197

R. Joe Harris & Associates, P.L.L.C.

Engineering & Land Surveying
1698 W. HWY 160, SUITE 130, FORT MILL, SC 29708
Phone: (803) 802-1799

GRAPHIC SCALE

100 0 50 100

(IN FEET)
1 inch = 100 ft.

CITY OF MOUNT HOLLY MOUNT HOLLY RIVERFRONT GREENWAY		
PROJECT	DUKE ENERGY CORPORATION PIN# 4506-06-3564	JOB NO. 1644 FILE NO.
REV.		
SCALE 1" = 100'	EASEMENT ACQUISITION MOUNT HOLLY, GASTON CO., NC	SHEET 2 OF 5
DRAWN BY: LJW		
DATE: 12-18-14	CHECKED BY: KMG SURVEY SUPVR.	

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

EXHIBIT "A"
Page 3 of 5

I, KENNETH M. GREEN, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF EASEMENT ACQUISITION ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

NORTH CAROLINA PROFESSIONAL SEAL L-3512 LAND SURVEYOR KENNETH M. GREEN

3-3-

KENNETH M. GREEN, PLS

I, ______________ REVIEW OFFICER OF GASTON COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER DATE

NOTES:

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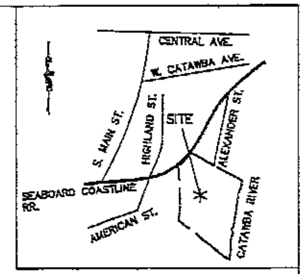
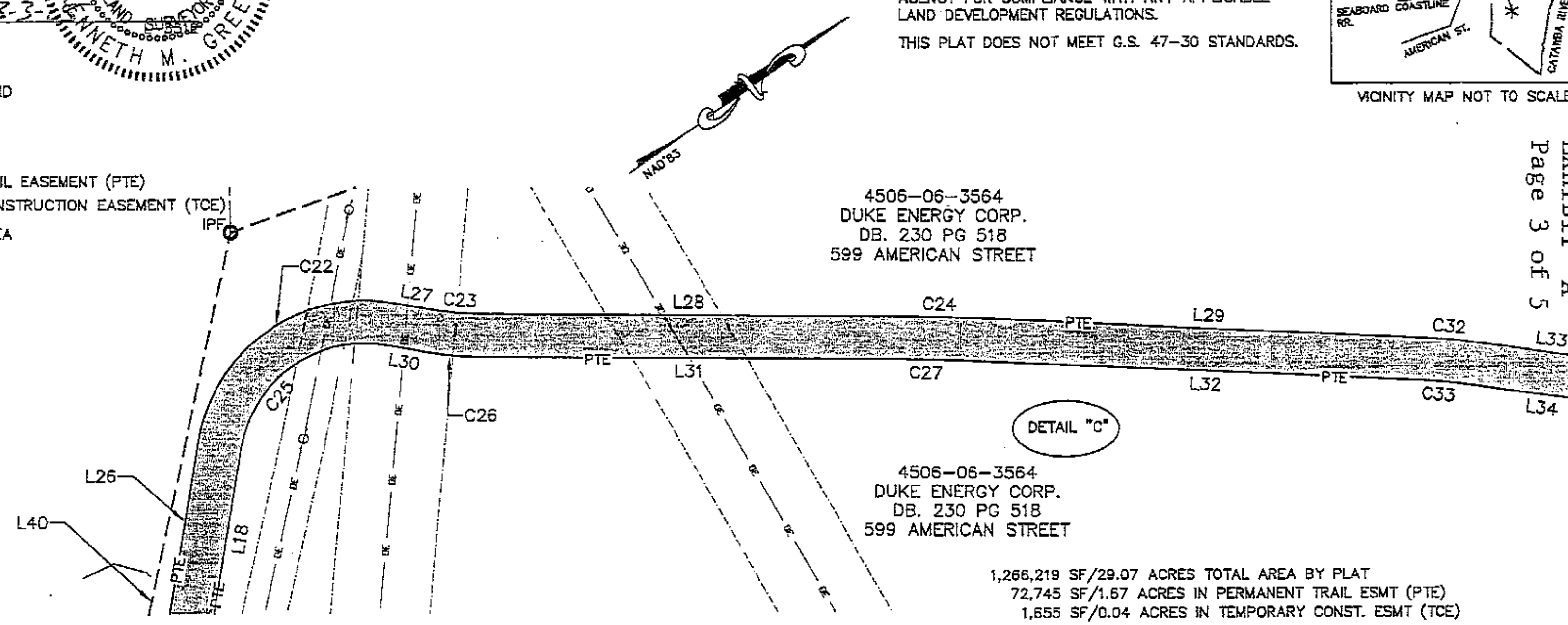
THIS PLAT DOES NOT MEET G.S. 47-30 STANDARDS.



VICINITY MAP NOT TO SCALE

LEGEND:

- △ – MONUMENT FOUND
- – – – PROPERTY LINE
- — R/W — – RIGHT OF WAY
- – - – - – ADJOINER
- — PTE — – PERMANENT TRAIL EASEMENT (PTE)
- — TCE — – TEMPORARY CONSTRUCTION EASEMENT (TCE)
- TCE AREA
- PTE
- O – IPF(IRON PIN FOUND)
- OE – OVERHEAD ELEC.



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GRAPHIC SCALE

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(IN FEET)
1 inch = 100 ft.

CITY OF MOUNT HOLLY MOUNT HOLLY RIVERFRONT GREENWAY		
PROJECT	DUKE ENERGY CORPORATION PIN# 4506-06-3564	JOB NO. 1644
REV.		FILE NO.
SCALE 1" = 100'	EASEMENT ACQUISITION MOUNT HOLLY, GASTON CO., NC	SHEET 3
DRAWN BY: LJW		OF 5
DATE: 12-18-14	CHECKED BY: KMG SURVEY SUPVR.	

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EXHIBIT "A"
Page 4 of 5

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NORTH CAROLINA PROFESSIONAL SEAL L-3512 LAND SURVEYOR KENNETH M. GREEN

KENNETH M. GREEN, PLS

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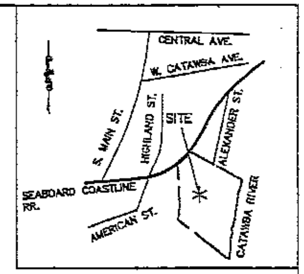

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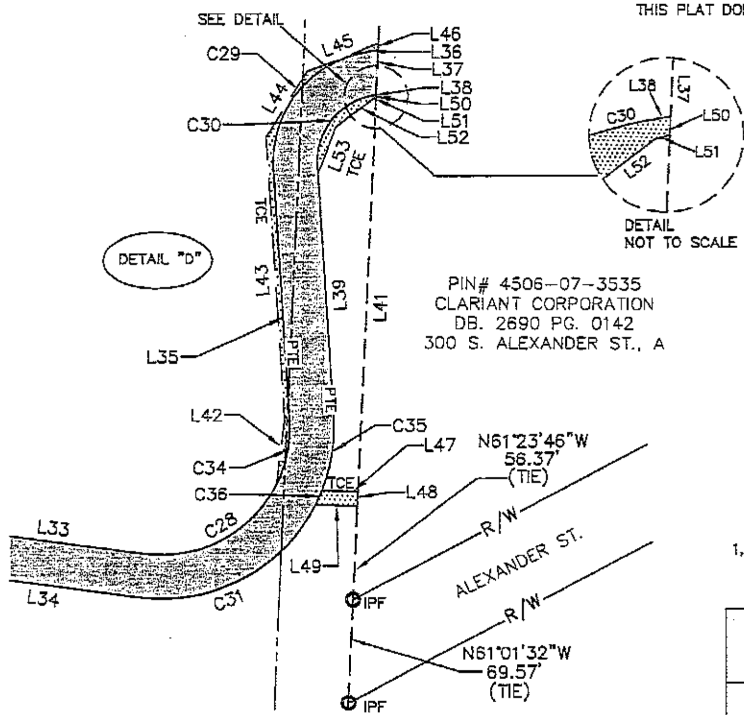

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CITY OF MOUNT HOLLY MOUNT HOLLY RIVERFRONT GREENWAY		
PROJECT	DUKE ENERGY CORPORATION PIN# 4506-06-3564	JOB NO. 1644
REV.		FILE NO.
SCALE 1" = 100'	EASEMENT ACQUISITION MOUNT HOLLY, GASTON CO., NC	SHEET 4
DRAWN BY: LJW		OF 5
DATE: 12-18-14	CHECKED BY: KMG SURVEY SUPVR.	

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NORTH CAROLINA PROFESSIONAL SEAL L-3512 LAND SURVEYOR KENNETH M. GREEN

3-3-15

KENNETH M. GREEN, PLS L-3512

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REVIEW OFFICER ______________ DATE

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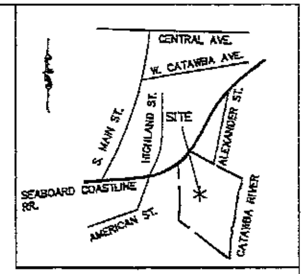

VICINITY MAP NOT TO SCALE

Line Table

Line #	Length	Direction
L1	38.04	N52°10'09"W
L2	30.53	N52°10'10"W
L3	84.80	N52°10'09"W
L4	20.48	N71°21'39"W
L5	219.58	N55°54'21"W
L6	36.17	N36°57'12"W
L7	5.27	N39°18'38"E
L8	36.17	N36°57'12"W
L9	219.58	N55°54'21"W
L10	20.48	N71°21'39"W
L11	47.58	N35°04'24"W
L12	38.28	N52°02'15"W
L13	11.20	N19°34'38"W
L14	25.74	N12°50'05"E
L15	26.29	N54°06'08"W
L16	27.60	S64°42'15"W
L17	6.39	S87°41'42"W
L18	125.71	N54°43'07"W
L19	61.96	N35°04'24"W
L20	49.29	N52°02'15"W

Line Table

Line #	Length	Direction
L21	11.20	N19°34'38"W
L22	11.00	S35°53'52"W
L23	26.29	N54°06'08"W
L24	11.00	N35°53'52"E
L25	6.39	S87°41'42"W
L26	125.71	N54°43'07"W
L27	28.86	N36°07'28"E
L28	285.98	N26°41'49"E
L29	307.82	N28°49'03"E
L30	28.86	N36°07'28"E
L31	285.98	N26°41'49"E
L32	307.82	N28°49'03"E
L33	126.26	N34°00'01"E
L34	126.26	N34°00'01"E
L35	171.42	N67°40'10"W
L36	8.70	N16°19'49"E
L37	30.70	N61°23'46"W
L38	2.17	N16°19'49"E
L39	166.37	N67°40'10"W
L40	582.65	N52°10'09"W

Curve Table

Curve #	Length	Radius	CHORD	BEARING	DELTA
C1	23.77	190.00	23.76	S67° 46' 34"E	7.1695
C2	12.14	45.00	12.10	N63° 38' 00"W	15.4550
C3	28.12	85.00	27.99	N46° 25' 46"W	18.9525
C4	40.06	105.00	39.82	N25° 01' 20"W	21.8620
C5	78.97	135.00	77.85	N20° 11' 40"W	33.5176
C6	38.04	115.00	37.87	N46° 25' 46"W	18.9525
C7	20.23	75.00	20.17	N63° 38' 00"W	15.4550
C8	59.26	160.00	58.93	S60° 44' 59"E	21.2221
C9	27.29	20.00	25.22	S45° 37' 04"E	78.1841
C10	16.82	160.00	16.81	S38° 05' 07"E	6.0236
C11	34.05	115.00	33.92	N43° 33' 20"W	16.9641
C12	33.05	25.00	30.69	S43° 49' 50"E	75.7403
C13	5.47	45.00	5.47	S23° 03' 38"E	6.9669
C14	35.08	75.00	34.76	N32° 58' 36"W	26.7992
C15	36.64	75.00	36.27	N78° 18' 41"W	27.9871
C16	29.52	45.00	28.99	S73° 30' 43"E	37.5865
C17	25.17	85.00	25.07	N43° 33' 20"W	16.9641
C18	42.49	75.00	41.92	S35° 48' 27"E	32.4604
C19	27.12	45.00	26.71	N36° 50' 23"W	34.5252
C20	30.00	45.00	29.45	N73° 12' 13"W	38.2028

Curve Table

Curve #	Length	Radius	CHORD	BEARING	DELTA
C21	49.20	75.00	48.32	S73° 30' 43"E	37.5865
C22	182.33	115.00	163.83	S9° 17' 49"E	90.8430
C23	30.44	185.00	30.41	N31° 24' 38"E	9.4276
C24	60.56	1636.19	60.55	S27° 45' 26"W	2.1205
C25	134.77	85.00	121.09	S9° 17' 49"E	90.8430
C26	35.38	215.00	35.34	N31° 24' 38"E	9.4276
C27	59.44	1606.19	59.44	S27° 45' 26"W	2.1205
C28	105.40	85.00	98.78	N1° 31' 23"W	71.0467
C29	109.95	75.00	100.37	S25° 40' 11"E	83.9996
C30	71.10	45.46	64.07	S28° 41' 49"E	89.6117
C31	142.44	115.00	133.51	N1° 29' 00"W	70.9675
C32	19.45	215.00	19.44	S31° 24' 32"W	5.1829
C33	16.73	185.00	16.73	S31° 24' 32"W	5.1829
C34	45.43	85.00	44.89	N52° 21' 28"W	30.6231
C35	50.84	115.00	50.43	N55° 00' 14"W	25.3313
C36	10.78	115.00	10.78	N39° 39' 10"W	5.3709

Line Table

Line #	Length	Direction
L41	284.59	N61°23'46"W
L42	44.29	N56°36'17"W
L43	193.07	N67°40'10"W
L44	52.06	N32°03'18"W
L45	51.65	N4°57'22"E
L46	4.09	N61°23'46"W
L47	24.15	N28°28'04"E
L48	10.00	S61°31'56"E
L49	28.16	S28°28'04"W
L50	1.85	N61°23'46"W
L51	1.65	S9°33'09"W
L52	32.07	S11°04'39"E
L53	33.21	S42°58'55"E
L54	12.29	N39°18'36"E

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CITY OF MOUNT HOLLY
MOUNT HOLLY RIVERFRONT GREENWAY

PROJECT	DUKE ENERGY CORPORATION PIN# 4506-06-3564	JOB NO. 1644
REV.		FILE NO.
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Bridge

Prepared By: Karol P. Mack, Associate General Counsel, Duke Energy
Return To: Duke Energy
c/o Sharon C. Arrowood (DEC45A)
P.O. Box 1321
Charlotte, N.C. 282002

Site: 007312
Land Unit: 0046445, 0046603, 0060492
Project No.: 007312-447860

STATE OF NORTH CAROLINA

COUNTY OF GASTON

EASEMENT AGREEMENT
(Sewer Force Main and Sewer Support Structure/Pedestrian Bridge)

Lake Wylie
Catawba-Wateree Project (FERC No. 2232)

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of the ____ day of ______, 20___ ("Effective Date"), by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("Grantor") and the **CITY OF MOUNT HOLLY**, a North Carolina municipal corporation ("Grantee");

WITNESSETH:

WHEREAS, Grantor owns, leases or otherwise controls substantial equity interests in that certain property described herein lying within the Project Boundary, more particularly within the lakebed and upland of the lakebed of Lake Wylie in Gaston County, North Carolina, which is part of Grantor's Catawba-Wateree, FERC No. 2232 (the "Project") for which Grantor holds an annual license to operate (the "Existing License") and which Project is subject to regulatory oversight by the Federal Energy Regulatory Commission ("FERC"); and

WHEREAS, Grantor's Existing License expired on August 31, 2008, and Grantor has applied for a new license from the FERC authorizing Grantor to continue operation of the Project for an additional license term (the "New License"); and

WHEREAS, Grantee desires use of 0.0386 ± acres of Project lands for the purposes of (i) maintaining an existing sanitary sewer force main; (ii) constructing a new sewer support structure for the sewer force main, which structure would also serve as a pedestrian bridge and be part of the "Carolina Thread Trail" greenway along the west side of the Catawba River; and (iii) bank stabilization; and

WHEREAS, Grantor desires to accommodate Grantee's request for an easement for the existing sanitary sewer force main, a new sewer support structure/pedestrian bridge, and bank stabilization, provided the Grantee's use of Project lands do not interfere with Grantor's ability to operate and maintain the Project in accordance with its license and other FERC and agency requirements; and

NOW THEREFORE, Grantor, for and in consideration of the covenants and agreements hereinafter expressed, to be kept and performed by the parties hereto, and subject to the terms and conditions contained herein, hereby grants to the Grantee an easement for the purpose of maintaining the existing sanitary sewer force main, constructing a new sewer support structure for the sewer force main to also serve as a pedestrian bridge, and bank stabilization, over, across and upon the lands inside the FERC Project Boundary, hereinafter sometimes referred to as the "Easement Area" to wit:

> That parcel or tract of land containing 0.0386 ± acres shown and designated on the survey entitled "Area to Be Permitted within FERC Project Boundary," dated April 4, 2012, attached hereto as **Exhibit A** and incorporated herein by reference.

TERMS AND CONDITIONS:

1. Term: This Agreement shall begin on the Effective Date and shall terminate at the end of the term of the New License (including any extension periods of the New License as may be granted by FERC through annual licenses or otherwise, but not including the next new or subsequent license that the FERC may issue after the expiration of the New License), unless terminated sooner pursuant to Paragraph 14 of this Agreement. Grantor may terminate this Agreement at any time if directed to do so by the FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act, or if necessary to comply with FERC requirements.

2. Authorized Uses: The Easement Area may be used by Grantee for the maintenance of an existing 14-inch sanitary force main, construction of a new support structure for the sewer force main that will incorporate a pedestrian bridge, and bank stabilization, as approved by the FERC by Order issued March 19, 2015, 150 FERC ¶ 62,179 (the "Order").

If, as a part of this Easement, Grantor has approved construction of new facilities, such facilities must be constructed within eighteen (18) months from the date of Grantor's letter notifying the Grantee that their application has been approved. A one (1) year extension may be considered if the Grantee files a written request with Grantor prior to the eighteen (18) month deadline, which sets forth the reasons the facilities will not be completed within the allotted timeframe. If an extension of time to complete construction of the facilities is requested by the Grantee and granted by Grantor, additional requirements may be placed on Grantee to meet revised regulations or shoreline development guidelines.

3. Maintenance: Grantee recognizes that it has the continuing responsibility to ensure that the authorized facilities and any required safety devices are maintained in good repair and agrees to take all reasonable steps necessary to meet this responsibility. Grantee shall maintain all structures within the Easement Area including safety devices in a safe and sound condition and in a neat appearance and pay all costs for said maintenance.

4. Improvements: Grantee may not make material alterations or improvements upon the Easement Area or conduct excavation or shoreline stabilization activities without the prior written approval of Grantor. Grantee shall request Grantor's approval in writing and shall include detailed plans of all proposed material alterations, improvements, excavation or shoreline stabilization activities; including but not limited to construction plans and elevation drawings in substantial compliance with Grantor's Shoreline Management Guidelines then in effect. Proposed alterations, improvements, excavation or shoreline stabilization activities that do not require any additional entity or FERC review shall be approved or denied by Grantor in its sole discretion. Major additions and/or modifications, excavation and shoreline stabilization will typically require review and/or approval by other entities and may require approval by FERC. If the proposed alterations, improvements, excavation or shoreline stabilization activities require review and/or approval by other entities, the Grantee shall first submit draft plans to Grantor for review and initial comment. Once Grantor's initial comments, if any, have been addressed by Grantee, Grantee shall submit the revised draft plans, if any, to the other required entities for their review, comment and/or approval. Grantee shall address the additional comments received prior to submittal of the final plans to Grantor for final approval. If such plans require FERC approval, Grantor will forward such plans to FERC for review and approval. FERC will provide Grantor with its approval, approval with modifications, or denial in the form of a FERC order or letter. After receiving any applicable FERC order or letter, Grantor will provide Grantee with Grantor's final decision (i.e., approval, approval with conditions/modifications or denial - including a reasonable basis for such approval with conditions/modifications or denial.)

Grantor shall not be obligated to approve additional material alterations, improvements, excavation or shoreline stabilization activities and retains the right to conditionally approve or deny any requested alterations, improvements, excavation or shoreline stabilization activities.

5. Protection of Environment: Grantee shall take all necessary precautions to ensure that construction, operation and maintenance of the authorized structures will occur in a manner that protects the scenic, environmental and recreational values of any affected lands and waters of FERC Project 2232 and that public access to Project waters are not unduly restricted.

6. Compliance with State, Federal and Local Laws: Grantee agrees that its use of the Easement Area above described will be consistent with all FERC orders and regulations regarding recreational opportunities and development at licensed projects, and all other applicable state, federal and local laws as well as all ordinances, rules, regulations and sanctions of any regulatory body or governmental agency (state, federal or local) having jurisdiction in the Easement Area, and Grantee's use of the aforesaid Easement Area will comply with all applicable Duke Energy Lake Services guideline requirements and will not endanger health or safety, create a nuisance or otherwise be incompatible with the overall recreational use of the FERC Project No. 2232.

7. Reservation of Use: The right to use the Easement Area for all Project and other business purposes of Grantor is hereby reserved to Grantor and its successors and assigns.

8. Archaeological Resources: If previously unidentified archeological or historical properties are discovered during the course of excavation/construction within the Project boundary, the Grantee shall stop all land clearing or land disturbing activity in the vicinity of the excavation/construction area and notify Grantor immediately. Grantor shall initiate the required consultation process with the State Department of Archives and History, State Historic Preservation Office and the Catawba Indian Nation Tribal Historic Preservation Office.

Grantor may be required to prepare a cultural resources management plan for approval by FERC that includes but is not limited to the following: (i) a description of each discovered property indicating whether it is listed on, or eligible for listing on the National Register of Historic Places, (ii) a description of the potential effect, and (iii) the proposed measures for avoiding or mitigating the impacts. The Grantee shall be responsible for implementing any required cultural resource management plan. No land clearing or land disturbing activities within the Easement Area shall resume until authorized in writing by Grantor.

9. Flooding: Grantor reserves the unlimited right to back or flood the waters of the Catawba River and its tributaries from time to time and at any and all times over and upon the Easement Area or any portion of the same, to such extent the flooding may be necessary or convenient in connection with the practical operation of its hydroelectric power plants located or to be located in the future upon the Catawba River. Grantee agrees that any damage it may suffer as a result of such flooding shall not be claimed or charged against Grantor. Grantee hereby waives all claims against Grantor for damages resulting from floods that may occur on the Catawba River or any tributary thereof.

10. FERC Project Restoration: Grantor shall be under no obligation to Grantee to maintain or continue to operate the Project and should said Project be damaged, destroyed or removed, the Grantor shall be under no obligation to restore or rebuild same, and Grantee hereby waives all claims against Grantor for damages to or destruction or removal of the Project.

does not allow waiver for contributory neg

11. Indemnity: Grantee, to the extent allowed by applicable North Carolina law, specifically as may be authorized by the General Statutes of North Carolina, Article 31, Chapter 143-291, entitled "Tort Claims Against State Departments and Agencies", shall indemnify and save harmless Grantor, its successors and assigns, employees, agents, officers, directors, members and contractors, from and against any and all claims arising from any conduct, management, operation, work or thing done in or about the Easement Area or any building, structure or equipment thereon during the term of this Agreement or arising from any act or failure to act by Grantee, its agents, contractors, or employees, or arising from any accident, injury or damage whatsoever, however caused, to any person or persons or to the property of any person, persons, corporation or corporations during the term of this Agreement on, in or about the Easement Area and from and against all costs, counsel fees, expenses, liabilities and damages incurred in connection with such claims or any action or proceeding brought thereon, and in case any action or proceeding be brought ~~against Grantor, its~~ successors or assigns, by reason of any such claim, Grantee, upon notice from Grantor, shall resist and defend such action or proceeding by counsel satisfactory to Grantor. Grantee hereby waives all claims against Grantor for damages to the improvements and other property that are now or hereafter placed or built on the Easement Area caused by or resulting from intermittent flooding or drawdown of the waters of Lake Wylie. In order to assure Grantor of the performance of this indemnity, Grantee shall carry and furnish evidence satisfactory to Grantor of the existence of the following insurance coverage: a) worker's compensation insurance with statutory limits and employer's liability insurance with limits of at least $1,000,000; (b) commercial general liability insurance having a limit of at least $2,000,000 per occurrence bodily injury and property damage, including but not limited to products and completed operations liability, owner's and contractor's protective, blanket contractual liability, personal injury liability, broad form property damage and explosion, and collapse and underground hazard coverage; (c) comprehensive automobile liability insurance having a limit of at least $1,000,000 per occurrence for bodily injury and property damage, including but not limited to coverage for owned, hired and non-owned automobiles and contractual liability. This insurance shall have an AM Best rating of A-VII or higher, be primary for all purposes and shall contain standard cross liability provisions. All insurance policies shall be endorsed to add

Grantor as an additional insured, except for workers compensation and employer's liability policies, and shall include waivers of any right of subrogation of the insurers against Grantor, its officers, directors, members, employees and subcontractors of all tiers.

12. Taxes and Assessments: Grantee shall pay when due all taxes or assessments of any kind levied against Grantee's personal property located on the Easement Area and all ad valorem taxes on improvements owned by Grantee. On the condition that the Easement Area, exclusive of improvements, remains classified and taxed as utility property at the same rate as all other land of Grantor underlying Lake Wylie, Grantor shall pay the tax thereon exclusive of taxes assessed on the improvements. In the event, however, that as a result of this Agreement the Easement Area, exclusive of improvements, shall be classified and taxed as nonutility property or at a higher rate than other lands of Grantor underlying Lake Wylie, then in such event Grantee shall pay all taxes assessed thereon. Grantee shall list and return in its name for tax and assessment purposes any structure(s) or improvement(s) owned by Grantee on the subject Easement Area. Upon written request, Grantee shall furnish Grantor with copies of paid receipts for all said taxes and assessments on or before the 31st day of December of each year.

out

13. Limitation of Liability: Grantor and Grantee agree to warrant that any and all work performed within the Easement Area will be performed with professional thoroughness and using acceptable standard business practices. Duke Energy's total cumulative liability to Grantee for claims of any kind whether based on contract, tort (including strict liability and negligence except for gross negligence or willful misconduct on part of Duke Energy), under any warranty or otherwise, for any loss or damage relating to this Agreement, shall in no case exceed the cost of completing the work in accordance with acceptable business practice, and Grantee releases Grantor from all further liability in excess of this amount for any work performed under this Agreement. Grantee further releases Grantor from any and all liability resulting from any injury of any employee of Grantee or anyone performing any service at the direction of the Grantee on the Easement Area Premises, excluding any acts of willful misconduct of Grantor.

Neither party shall be liable, whether based on contract, tort (including negligence and strict liability), under any services or work performed relating to this Agreement, for any consequential, indirect, special, or incidental loss or damage, any damage (except to the extent damage resulted from willful misconduct) to or loss of any property or equipment.

This limitation of, or protection against liability shall also protect directors, officers, employees, agents, consultants, suppliers, subcontractors, and affiliated entities and their directors, officers, employees, agents, consultants, suppliers, subcontractors, parents, subsidiaries and affiliates of Grantor and shall apply regardless of the fault (excluding willful misconduct), gross negligence or strict liability of the respective party.

Grantee waives and will require its insurers to waive all rights to recovery and claims of any kind, including rights and claims to which its insurers or another may be subrogated, against Grantor arising out of damage to, loss of or loss of use of any Grantee's property, located on Lake Wylie, whether based on contract, tort (including strict liability and negligence except for gross negligence or willful misconduct on part of Grantor), under any warranty or otherwise. These waivers are effective as to all damages to or losses of use of property arising out of or relating to this Agreement or deficiencies in the services provided hereunder and Grantee hereby covenants that no such action or claim shall be brought by or through Grantee on any theory whatsoever. In the event Grantee or its insurers recover damages from a third party for losses or damages to which the foregoing waivers apply, Grantee shall indemnify and hold Grantor harmless against any liability for any such losses or damages which said third party recovers from Grantee and any expenses (including attorney fees and other cost of investigation and defense) related hereto.

The limitation of liability in this provision shall apply notwithstanding any other provision of this Agreement.

14. Termination & Waiver: It is expressly agreed and understood that the violation of any of the covenants, conditions, terms or provisions of this Agreement by Grantee, including but not limited to noncompliance with applicable local, federal or state regulations, or health and sanitation laws, shall terminate this Agreement at the option of the Grantor. This Agreement may also be terminated by the Grantor if at any time during the duration of this Agreement (or any renewal thereof) the Grantee should be adjudged bankrupt or insolvent by any federal or state court or the Grantee shall allow a final judgment obtained against it to remain unpaid for a period of sixty (60) days. Failure of Grantor to exercise any of said rights relating to the termination of this Agreement or any other rights of Grantor under this Agreement shall not be construed as a waiver or abandonment of the right thereafter to exercise any or all of same. In the event that the Grantor terminates this Agreement under any of the above written conditions, the Grantor may enter the Easement Area and expel the Grantee therefrom; or the Grantor may, in lieu thereof or in conjunction therewith, pursue any other lawful right or remedy incident to the relationships created by this Agreement. Grantor must give sixty (60) days' notice in writing to Grantee of its intent to terminate. Grantee shall have the right to cure any violation during said sixty-day notice period, in which event Grantor may not terminate this Agreement.

15. Non-warranty; As Is: Grantor makes no warranty, express or implied, with respect to the title to the Easement Area. Grantee accepts the Easement Area in "AS IS" condition.

16. Discontinuation of Use: Grantee agrees that, should it ever discontinue use of the Easement Area, it will notify Grantor in writing, within thirty (30) days following such discontinuation, of its plan and schedule to remove its facilities from the Easement Area. Grantee agrees that any such removal will be performed expeditiously and in a good and workmanlike manner and shall be completed within thirty (30) days following the date of Grantee's written notification to Grantor of the discontinuation of use (or such longer period of time, if any, as may be approved by Grantor considering the magnitude of the demolition and removal obligations). Grantee relinquishes all rights to the Easement Area upon removal of its facilities, and Grantee agrees to enter into an amendment to this Agreement at such time for the purpose of documenting the termination of such rights under this Agreement.

17. Integration and Amendment: It is agreed and understood that this Agreement contains all agreements, promises and understandings between Grantor and Grantee and that no oral agreements, promises and understandings shall be binding upon Grantor or Grantee in any dispute, controversy or proceeding at law. Any addition, variation or modification of this Agreement shall be void and ineffective unless made in writing and signed by Grantor and Grantee. It is further agreed and understood that Grantor will seek amendment to this Agreement when required to comply with FERC orders, regulations and requirements.

18. Survival: The provisions of Paragraphs 11 and 13 shall survive any termination or expiration of this Agreement. The conditions, obligations and agreements contained in Paragraph 3 shall survive termination of this Agreement (either at the end of the term or upon such earlier termination date as is provided herein) until the removal of Grantee's facilities to the extent required by this Agreement or such removal is waived by

Grantor. Additionally, any provision of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

19. Severability of Terms: Unless provided otherwise in this Agreement, should any term of this Agreement or part hereof be held under any circumstances in any jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other term of this Agreement or other part of such term.

20. Parties Bound: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors in interest and assigns; provided, however, that neither this Agreement nor any interest therein may be assigned by Grantee except with the prior written consent of the Grantor.

21. Notices: Wherever in this Agreement it shall be required or permitted that notice be given by either party to this Agreement to the other, such notice must be in writing and must be given personally or forwarded by certified mail addressed as follows:

To Grantor: Duke Energy Carolinas, LLC
Lake Services
P. O. Box 1006
Charlotte, NC 28201-1006

To Grantee: City of Mount Holly
Attn: Danny J. Jackson
P. O. Box 406
Mt. Holly, NC 28120

Such addresses may be changed from time to time by notice given hereunder.

22. FERC Order or Additional Requirements: Grantee shall comply with the following additional requirements pursuant to the FERC Order or Duke Energy's Shoreline Management Plan & Guidelines:

- Within two years from the date of the FERC Order, Grantor shall file with the FERC documentation, showing the completed structure and bank stabilization as approved in ordering paragraph (A), and include verification that the structure and stabilization were constructed as approved in this FERC Order. If the structure and stabilization are partially completed or construction has not begun, the Grantor must file, for Commission approval, a proposed schedule when construction will be completed and a description of the key factors that were considered in the development of the schedule. Grantee shall allow Grantor to inspect the facilities to ensure that they have been constructed as approved in the FERC Order.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this the day and year first above written.

Grantor:
DUKE ENERGY CAROLINAS, LLC
a North Carolina limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: ______________________________

Date: ______________ ______________________________
Notary Public

My Commission Expires: ______________

[Signatures Continue on Following Page]

Grantee:
CITY OF MOUNT HOLLY
a North Carolina municipal corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

STATE OF NORTH CAROLINA

COUNTY OF ________________

I, ______________________________, a Notary Public for the above State and County, do hereby certify that ____________________ personally appeared before me this day and acknowledged that he/she is ____________________ of the City of Mount Holly, a municipal corporation, and that he/she, as ____________________, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal this _____ day of ________________, 20__.

My Commission Expires: ______________

____

Printed Name: ______________________________
Notary Public

Article 31.

Tort Claims against State Departments and Agencies.

§ 143-291. Industrial Commission constituted a court to hear and determine claims; damages; liability insurance in lieu of obligation under Article.

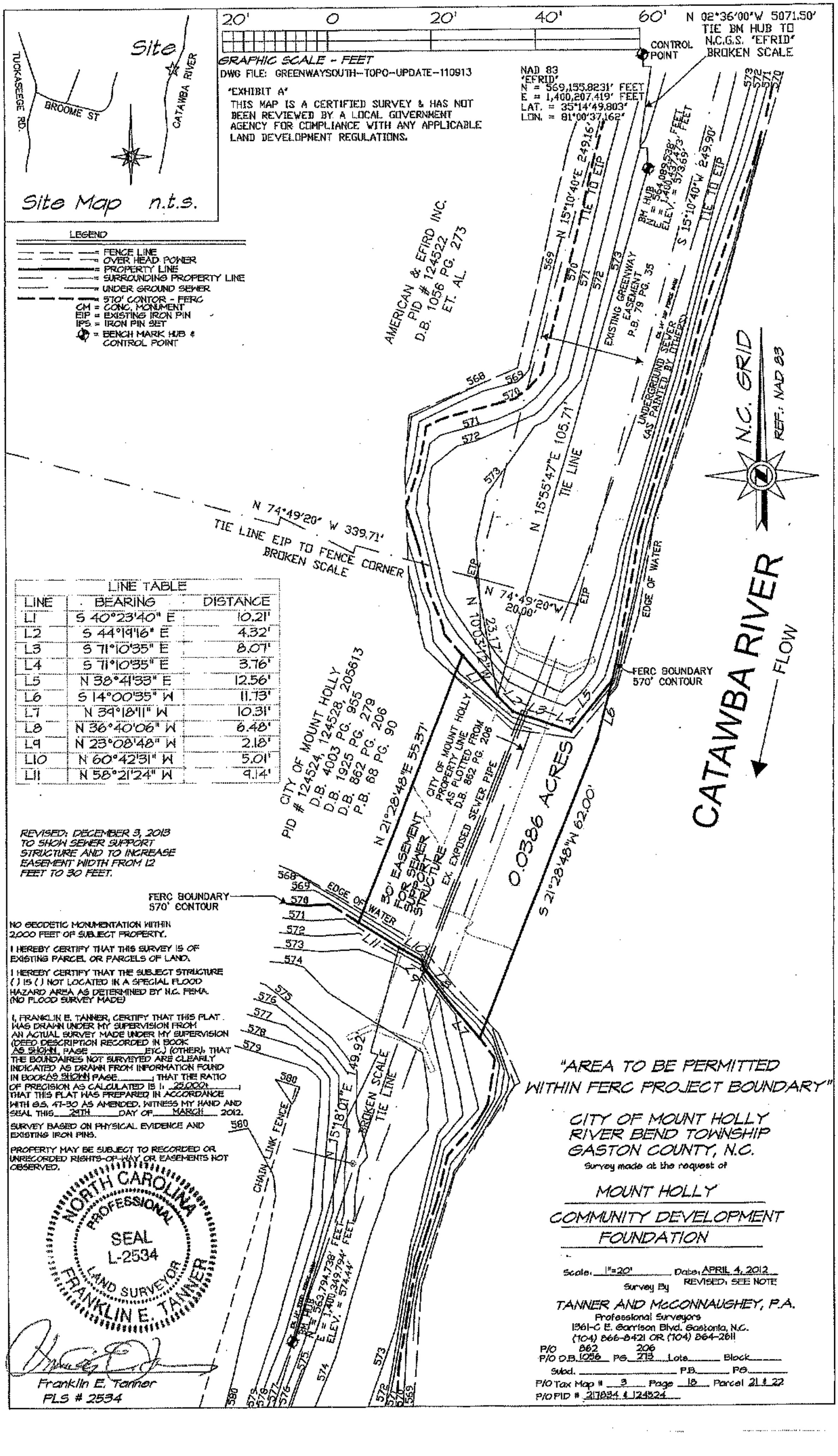
(a) The North Carolina Industrial Commission is hereby constituted a court for the purpose of hearing and passing upon tort claims against the State Board of Education, the Board of Transportation, and all other departments, institutions and agencies of the State. The Industrial Commission shall determine whether or not each individual claim arose as a result of the negligence of any officer, employee, involuntary servant or agent of the State while acting within the scope of his office, employment, service, agency or authority, under circumstances where the State of North Carolina, if a private person, would be liable to the claimant in accordance with the laws of North Carolina. If the Commission finds that there was negligence on the part of an officer, employee, involuntary servant or agent of the State while acting within the scope of his office, employment, service, agency or authority that was the proximate cause of the injury and that there was no contributory negligence on the part of the claimant or the person in whose behalf the claim is asserted, the Commission shall determine the amount of damages that the claimant is entitled to be paid, including medical and other expenses, and by appropriate order direct the payment of damages as provided in subsection (a1) of this section, but in no event shall the amount of damages awarded exceed the amounts authorized in G.S. 143-299.2 cumulatively to all claimants on account of injury and damage to any one person arising out of a single occurrence. Community colleges and technical colleges shall be deemed State agencies for purposes of this Article. The fact that a claim may be brought under more than one Article under this Chapter shall not increase the foregoing maximum liability of the State.

(a1) The unit of State government that employed the employee at the time the cause of action arose shall pay the first one hundred fifty thousand dollars ($150,000) of liability, and the balance of any payment owed shall be paid in accordance with G.S. 143-299.4.

(b) If a State agency, otherwise authorized to purchase insurance, purchases a policy of commercial liability insurance providing coverage in an amount at least equal to the limits of the State Tort Claims Act, such insurance coverage shall be in lieu of the State's obligation for payment under this Article.

(c) The North Carolina High School Athletic Association, Inc., is a State agency for purposes of this Article, and its liability in tort shall be only under this Article. This subsection does not extend to any independent contractor of the Association. The Association shall be obligated for payments under this Article, through the purchase of commercial insurance or otherwise, in lieu of any responsibility of the State or The University of North Carolina for this payment. The Association shall be similarly obligated to reimburse or have reimbursed the Department of Justice for any expenses in defending any claim against the Association under this Article.

(d) Liability in tort of the State Health Plan for Teachers and State Employees for noncertifications as defined under G.S. 58-50-61 shall be only under this Article. (1951, c. 1059, s. 1; 1953, c. 1314; 1955, c. 400, s. 1; c. 1102, s. 1; c. 1361; 1957, c. 65, s. 11; 1965, c. 256, s. 1; 1967, c. 1206, s. 1; 1971, c. 893, s. 1; 1973, c. 507, s. 5; c. 1225, s. 1; 1977, c. 464, s. 34; c. 529, ss. 1, 2; 1979, c. 1053, s. 1; 1987, c. 684, s. 1; 1987 (Reg. Sess., 1988), c. 1087, s. 1; 1993 (Reg. Sess., 1994), c. 769, s. 19.33(a); c. 777, s. 5(a); 2000-67, ss. 7A(a), 7A(b); 2001-446, s. 5(f); 2007-323, s. 28.22A(o); 2007-345, s. 12.)



DWG FILE: GREENWAYSOUTH-TOPO-UPDATE-110913

NAD 83
'EFRID'
N = 569,155.8231' FEET
E = 1,400,207.419' FEET
LAT. = 35°14'49.803"
LON. = 81°00'37.162"

"EXHIBIT A"
THIS MAP IS A CERTIFIED SURVEY & HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

LEGEND

- FENCE LINE
- OVER HEAD POWER
- PROPERTY LINE
- SURROUNDING PROPERTY LINE
- UNDER GROUND SEWER
- 570' CONTOR - FERC
- CM = CONC. MONUMENT
- EIP = EXISTING IRON PIN
- IPS = IRON PIN SET
- = BENCH MARK HUB & CONTROL POINT

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 40°23'40" E	10.21'
L2	S 44°19'16" E	4.32'
L3	S 71°10'35" E	8.07'
L4	S 71°10'35" E	3.76'
L5	N 38°41'33" E	12.56'
L6	S 14°00'35" W	11.73'
L7	N 39°18'11" W	10.31'
L8	N 36°40'06" W	6.48'
L9	N 23°08'48" W	2.18'
L10	N 60°42'31" W	5.01'
L11	N 58°21'24" W	9.14'

REVISED: DECEMBER 3, 2013 TO SHOW SEWER SUPPORT STRUCTURE AND TO INCREASE EASEMENT WIDTH FROM 12 FEET TO 30 FEET.

NO GEODETIC MONUMENTATION WITHIN 2,000 FEET OF SUBJECT PROPERTY.

I HEREBY CERTIFY THAT THIS SURVEY IS OF EXISTING PARCEL OR PARCELS OF LAND.

I HEREBY CERTIFY THAT THE SUBJECT STRUCTURE ( ) IS ( ) NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY N.C. FEMA. (NO FLOOD SURVEY MADE)

I, FRANKLIN E. TANNER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AS SHOWN, PAGE ______ ETC.) (OTHER); THAT THE BOUNDAIRES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS SHOWN PAGE ______; THAT THE RATIO OF PRECISION AS CALCULATED IS 1: 25,000+; THAT THIS PLAT HAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 24TH DAY OF MARCH 2012.

SURVEY BASED ON PHYSICAL EVIDENCE AND EXISTING IRON PINS.

PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHTS-OF-WAY, OR EASEMENTS NOT OBSERVED.

NORTH CAROLINA PROFESSIONAL SEAL L-2534 LAND SURVEYOR FRANKLIN E. TANNER

Franklin E. Tanner
PLS # 2534

"AREA TO BE PERMITTED WITHIN FERC PROJECT BOUNDARY"

CITY OF MOUNT HOLLY
RIVER BEND TOWNSHIP
GASTON COUNTY, N.C.
Survey made at the request of

MOUNT HOLLY
COMMUNITY DEVELOPMENT
FOUNDATION

Scale: 1"=20' Date: APRIL 4, 2012
Survey By REVISED: SEE NOTE

TANNER AND McCONNAUGHEY, P.A.
Professional Surveyors
1361-C E. Garrison Blvd. Gastonia, N.C.
(104) 866-8421 OR (104) 864-2611

P/O 862 206
P/O D.B. 1056 PG. 273 Lots ______ Block ______
Subd. ______ P.B. ______ PG. ______
P/O Tax Map # 3 Page 18 Parcel 21 & 22
P/O PID # 217834 & 124524

PROPOSED - BUDGET DOCUMENT
Mount Holly ABC BOARD
Fiscal Year 2015-2016

The following budget establishing revenues and setting expense appropriations is hereby proposed for the fiscal year July 1, 2015, through June 30, 2016.

Estimated Revenue:		
Sales		$1,937,600
Other Income		0
Total Estimated Revenues		$1,937,600
Appropriations		
Taxes Based on Revenue		$435,923
Cost of Goods Sold		$1,026,928
Operating Expenses - Store		
Salaries & Wages	$135,511	
Other Operating Expenses	149,050	
Total Operating Expenses		$284,561
Capital Outlay		
(define)		$0
Debt Service/Lease		
(define)		$0
Total Estimated Expenses		$1,747,412
Distributions		
Mandatory 3 1/2% & Bottle Tax		$0
Law Enforcement		6,800
Alcohol Education & Rehab.		9,000
Other County/Municipal		120,000
Other Distributions		0
Total Distributions		$135,800
Working Capital Retained		$54,388
(Appropriated Fund Balance)		$0
Total Expenses, Distribution & Reserve		$1,937,600