

MINUTES

Lowell City Council

Regular Meeting

Tuesday, September 14, 2021, 6:00 P.M.

I. CALL TO ORDER – Mayor Sandy Railey

Mayor Sandy Railey called the meeting to order at 6:00 p.m. Those attending in-person were Councilmember Phil Bonham, Councilmember Candy Funderburk, Councilmember Thomas Gillespie, City Manager Scott Attaway, City Attorney John Russell Jr, Finance Officer Jared Pyles, Planning Director Alex Blackburn, Police Chief Scott Bates, and City Clerk Beverly Harris. A quorum was determined at the beginning of the meeting. The meeting was teleconferenced to the public and the agenda and meeting materials were made available prior on the city's website. Members of the public were also present. Councilmembers Ken Ervin and Shane Robinson were absent.

II. INVOCATION / PLEDGE OF ALLEGIANCE

Councilmember Gillespie gave the invocation and led everyone in the pledge of allegiance.

III. ADOPTION OF AGENDA FOR THIS MEETING

Councilmember Bonham made a motion to adopt the agenda as presented, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

IV. PUBLIC COMMENTS

- John Cantrell (208 E Second St)
Agenda item: Section 8 Unfinished Business, Item A.

V. APPROVAL OF MINUTES

A. Minutes from Council Meeting Held August 10, 2021

Councilmember Funderburk made a motion to approve the minutes from the August 10, 2021 Council meeting, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

VI. CONSENT AGENDA

- A. Consideration of Resolution #RS11-2021 for Asset Inventory and Assessment (AIA) Project Grant Application)
- B. Consideration of Resolution #RS14-2021 Authorizing Special Revenue Fund for the American Rescue Plan Relief Funding

C. Consideration of Appointing Troy Roberts to the Lowell Planning Board, Board of Adjustment and Stormwater Commission

Councilmember Bonham made a motion to approve the consent agenda items, followed by a second from Councilmember Funderburk. The vote was unanimously in favor.

VII. SPECIAL PRESENTATIONS

A. Sergeant Harrison Promotional Badge Pinning Ceremony

Chief Scott Bates presented Corporal Jeff Harrison with his promotional badge to Sergeant.

B. Wooten Company AIA Sewer Presentation

Mr. Hardman with Wooten Company presented the AIA sewer presentation. Mr. Hardman gave an overview of the AIA sewer project and the grant process. Mr. Hardman stated the grant money awarded is to assess the condition of the city's sewer asset system. The city received notification in February of 2020 that they received \$150,000 with a local match. He discussed the mapping and data collection points and condition of those points to generate a new digital mapping system for the city to utilize in the future. He recommended a city maintenance plan to be put in place and for items found during the initial survey to be fixed.

VIII. UNFINISHED BUSINESS

A. Public Hearing for Consideration of Text Amendment to Lowell Development Ordinance Article 8, Table 8.1 Regarding Beauty Shops and Barber Shops

Councilmember Funderburk made a motion to go into public hearing, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

Scott Attaway stated on August 3, 2021 the City of Lowell Planning Board reviewed the consideration requested by the Lowell City Council to amend the current Lowell Development Ordinance regarding the removal of Beauty/Barber Shops from the Main Street Zoning District. Mr. Attaway stated during the Planning Board meeting it was discussed that the listed uses would still be available in the Mixed Use (MU-1 and MU-2) Districts as well as the US 74 Commercial (C-74) and I-85 Commercial (C-85) Districts. However, it would create several Nonconformities as there are a relatively elevated number of these uses currently found within the Main Street (MS) zoning districts. Mr. Attaway stated the Planning Board voted 3-1 against the proposed text amendment to the Lowell Development Ordinance.

There were no public comments during the hearing.

Councilmember Bonham made a motion to close the public hearing, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

Councilmember Funderburk made a motion to adopt the Text Amendment to Lowell Development Ordinance Article 8, Table 8.1 by removing Beauty Shops and Barber Shops from the Main Street zoning district. There was no second to the motion and the motion died.

Councilmember Bonham made a motion to not approve the Text Amendment to Lowell Development Ordinance Article 8, Table 8.1 to remove Beauty Shops and Barber Shops from the Main Street zoning district, followed by a second from Councilmember Gillespie. The vote was two in favor (Bonham/Gillespie) and one opposed (Funderburk). The motion carries with the majority being in favor.

B. Public Hearing for Consideration of Text Amendment to Lowell Development Ordinance Article 19, Section 14 and Section 21: To add reference to NC DOT Manual Regarding Construction Standards

Councilmember Bonham made a motion to go into public hearing, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

Scott Attaway stated the Lowell Planning Board considered a request for a text amendment to the Lowell Development Ordinance to add reference to the North Carolina Department of Transportation Subdivision Roads Minimum Construction Standards. Mr. Attaway stated the Planning Board voted unanimously to approve the amended text to the City Council for approval. The reference would be added in Article 19, Section 14, and Section 21. (See attached)

There were no public comments during the hearing.

Councilmember Bonham made a motion to go out of public hearing, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

Councilmember Bonham made a motion to approve the Text Amendment to Lowell Development Ordinance Article 19, Section 14 and Section 21 to add reference to NC DOT manual regarding construction standards, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

C. Public Hearing for Consideration of Annexation of Parcel ID #'s: 136564 and 212774 (petitioning applicant: Belmont Land and Investment)

Councilmember Bonham made a motion to go into public hearing, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

Scott Attaway stated on August 10, 2021 the owners of property known as Parcel ID #136564 and Parcel ID #202774 of Gaston County submitted a petition for voluntary contiguous annexation into the city limits of the City of Lowell. The properties consist of a total of 263.12 acres.

Mr. Attaway stated the actions taken at the August 10, 2021 meeting included:

- i. Petition for voluntary contiguous annexation received
- ii. Directed (by resolution) for the City Clerk to investigate the sufficiency of the petition.
- iii. Received petition certification by City Clerk, called (by resolution) for public hearing at next regular meeting.

Mr. Attaway stated the needed actions to be taken at the September 14, 2021 meeting would include:

1. Conducting the required Annexation Public hearing
2. Consideration (adoption or rejection) of an Ordinance Extending the Corporate Limits (annexation)
3. Schedule a Zoning Map Amendment Public Legislative Hearing for October 12, 2021 on the purpose of receiving comment from citizens and/or persons owning an interest in the subject property and the designation of an initial zoning district.

There were no public comments during the hearing.

Councilmember Bonham made a motion to go out of public hearing, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

Councilmember Bonham made a motion to adopt Ordinance #OR7-2021 extending the corporate limits of the City of Lowell and incorporate by annexation a contiguous area (Parcel ID #136564 and Parcel ID #202774 of Gaston County) into the City of Lowell, North Carolina. The motion was seconded by Councilmember Funderburk. The vote was unanimously in favor.

IX. NEW BUSINESS

A. Set Public Hearing for Zoning Map Amendment Rezoning Case RZ21-03 Regarding Parcel ID #128061 from the Current Zoning District of SFR-3 to MU-1 (Property off Stowe/McAdenville)

Scott Attaway stated at the September 7, 2021 Planning Board meeting the property listed as Parcel ID #128061, containing 6.37 acres was reviewed to consider a Zoning Map Amendment (rezoning) from the current zoning designation of Single Family Residential-3 (SFR-3) to Mixed Use-1 (MU-1). Mr. Attaway stated the Planning Board voted in unanimous decision to recommend to the Lowell City Council the requested amendment of the property from SFR-3 to MU-1.

Councilmember Funderburk made a motion to schedule a public hearing on October 12, 2021 for the zoning map amendment rezoning case RZ21-03 regarding parcel ID #128061 from the current zoning district of SFR-3 to MU-1, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

B. Set Public Hearing for Initial Zoning Map Amendment Regarding Parcel ID#'s 136564 and 202774 from the Current Gaston County Zoning Designation of R-1/R-12 to the City of Lowell Zoning District of SFR-4 (Belmont Land)

Scott Attaway stated at the September 7, 2021 Planning Board meeting the two properties identified as PID #136564 and PID #202774, both of which are owned by Belmont Land & Investment Co. requesting to be annexed and containing 263.12 acres were reviewed for consideration of applying an initial zoning designation contingent on the approval of annexation. The representatives of the property have requested the zoning district of Single Family Residential-4 (SFR-4). Mr. Attaway stated the Planning Board voted in unanimous decision to recommend to the Lowell City Council the approval of the requested zoning designation.

Councilmember Bonham made a motion to set public hearing for October 12, 2021 for the initial zoning map amendment regarding parcel ID #136564 and 202774 from the current Gaston County zoning designation of R-1/R-12 to the City of Lowell zoning district of SFR-4, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

C. Petition for Annexation of Contiguous Property of Gaston County George Poston Park Parcel ID #'s 148011 and 148012 and as shown by the metes and bounds description; 338.95 acres

Scott Attaway stated on August 26, 2021 the representative of the property known as George Poston Park, Parcel ID #148011 and Parcel ID #148012 of Gaston County submitted a petition for voluntary contiguous annexation into the city limits of the City of Lowell. The properties consist of a total of 338.95 acres. Mr. Attaway stated the Planning Board on September 7, 2021 unanimously approved for recommendation to the City Council the designation of the appropriate zoning district for Civic (CIV).

Councilmember Bonham made a motion approve Resolution #RS12-2021 directing the City Clerk to investigate an annexation petition pursuant to Article 4A of G.S. 160A governing contiguous annexations, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

Beverly Harris, City Clerk, presented her certification of sufficiency of petition of annexation for George Poston Park to Council.

Councilmember Bonham made a motion to approve Resolution #RS13-2021 fixing the date of public hearing on November 9, 2021 on question of annexation petition pursuant to Article 4A of G.S. 160A governing contiguous annexations regarding George Poston Park, followed by a second from Councilmember Funderburk. The vote was unanimously in favor.

D. Set Public Hearing for Initial Zoning Map Amendment Regarding Parcel ID #'s 148011 and 148012 from the Current Gaston County Zoning Designation of RS-20 and Ranlo ETJ Zoning Districts of EL-1 and R-12 to the City of Lowell Zoning District of Civic (George Poston Park)

Scott Attaway stated at the September 7, 2021 Planning Board meeting the two properties identified as PID #148011 and PID #148012, both of which are owned by Gaston County, requesting to be annexed and containing 338.95 acres were reviewed for consideration of applying an initial zoning designation contingent on the approval of annexation. The representatives of the property have requested the zoning district of Civic (CIV). Mr. Attaway stated the Planning Board voted in unanimous decision to recommend to the Lowell City Council the approval of the requested zoning designation.

Councilmember Funderburk made a motion to set public hearing for November 9, 2021 for initial zoning map amendment regarding parcel ID #'s 148011 and 148012 from the current Gaston County zoning designation of RS-20 and Ranlo ETJ zoning districts of EL-1 and R-12 to the City of Lowell zoning district of Civic, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

E. Consideration of Amendments to Parks and Recreation Rules

Scott Attaway stated staff has updated the Parks and Recreation Facility Rules (see attached proposed changes). Mr. Attaway stated staff presented the updated Facility Rules to the LCC on July 26 and the LCC made a recommendation to present the updated rules to City Council.

Councilmember Bonham made a motion to approve the updates to the Parks and Recreation Facility Rules as presented, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

F. Consideration of Interlocal Agreement between Gaston County, City of Gastonia, and City of Lowell Regarding the Enforcement of State Fire Codes (North Point)

Scott Attaway presented an Interlocal Agreement between Gaston County, City of Gastonia, and City of Lowell regarding the enforcement of state fire codes.

Councilmember Gillespie made a motion to approve the Interlocal Agreement between Gaston County, City of Gastonia, and City of Lowell regarding the Enforcement of State Fire Codes for North Point, followed by a second from Councilmember Funderburk. The vote was unanimously in favor.

G. Consideration of Interlocal Agreement between Gaston County, City of Gastonia, and City of Lowell Regarding Real Property Development and Enforcement Services (North Point)

Scott Attaway presented an Interlocal Agreement between Gaston County, City of Gastonia, and City of Lowell regarding Real Property Development and Enforcement Services.

Councilmember Bonham made a motion to approve the Interlocal agreement between Gaston County, City of Gastonia, and City of Lowell regarding Real Property Development and Enforcement Services for the North Point project, followed by a second from Councilmember Funderburk. The vote was unanimously in favor.

X. STAFF REPORTS

A. Public Works Report

Scott Attaway and Thomas Shrewsbury covered the public works report. (ATTACHED)

B. Police Department Report

Scott Attaway covered the police department report. (ATTACHED)

Chief Bates gave an update on the RING program.

C. Planning Department Report

Scott Attaway and Alex Blackburn covered the planning department report. (ATTACHED)

D. Parks and Recreation Report

Cristy Cummings presented the Parks & Recreation report. (ATTACHED)

E. Fire Department Report

Scott Attaway presented the Fire Department report. (ATTACHED)

F. Finance Officer Report

Jared Pyles presented the monthly financial report. (ATTACHED)

XI. CITY ATTORNEY REPORT

John Russell did not have anything new to report.

XII. CITY MANAGER REPORT

Scott Attaway gave updates on the following items:

- Montcross Chamber Emerge Update
- McCord Family Park (New City of Lowell Pocket Park Planning Underway)
- CONNECT Beyond

XIII. MAYOR AND CITY COUNCIL GENERAL DISCUSSION

Councilmember Gillespie thanked the Police Chief and his staff.

Councilmember Funderburk thanked staff members and departments.

Mayor Railey thanked everyone for coming to the meeting and especially thanked the Citizen's Academy members.

XIV. CLOSED SESSION

A motion was made at 7:43 pm by Councilmember Bonham to go into Closed Session in accordance with provisions of NCGS 143-318.11(a)(5) to discuss the acquisition of real property, followed by a second from Councilmember Funderburk. The vote was unanimously in favor.

The Council reconvened from Closed Session at 8:00 pm.

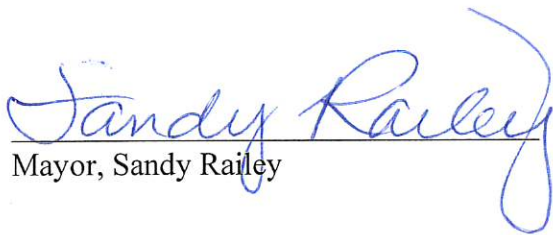
Councilmember Funderburk made a motion to go out of Closed Session, followed by a second from Councilmember Gillespie. The vote was unanimously in favor.

There were no actions taken in Closed Session.

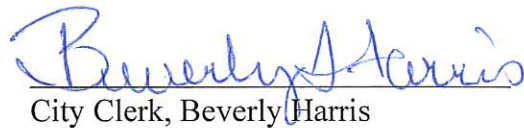
XV. ADJOURN

Councilmember Funderburk made a motion to adjourn the meeting, followed by a second from Councilmember Gillespie. The vote was unanimously in favor. The meeting ended at 8:00 pm

ATTEST:



Mayor, Sandy Railey



City Clerk, Beverly Harris



RESOLUTION #RS11-2021

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of a water distribution system project, and

WHEREAS, The City of Lowell has need for and intends to implement a **water distribution system** project described as an Asset Inventory and Assessment project, and

WHEREAS, The City of Lowell intends to request state grant assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF LOWELL: That City of Lowell, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State grant award.


That the **Applicant** will provide for efficient operation and maintenance of the project on completion thereof.

That Scott Attaway, City Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the implementation of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 14th day of September, 2021 at City Hall in Lowell, North Carolina.



Sandy Railey

Mayor

Mayor





RESOLUTION #RS14-2021

RESOLUTION AUTHORIZING SPECIAL REVENUE FUND FOR AMERICAN RESCUE PLAN RELIEF FUNDING

WHEREAS, the Federal government passed the American Rescue Plan Act (ARP Act) on March 11, 2021, an economic stimulus law to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic and the ongoing recession; and

WHEREAS, the American Rescue Plan Act of 2021 established the Coronavirus State and Local Fiscal Recovery Funds, providing substantial aid for local governments to lay the groundwork for a strong and equitable recovery; and

WHEREAS, the U.S. Treasury Department has issued guidance for the use of these funds and implemented the provisions of this program; and

WHEREAS, the broad definition of allowable uses include: replenishing lost revenue (limited to revenue loss due to pandemic relative to fiscal year prior to the emergency), mitigating negative economic impact of the pandemic, and providing necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, funds made available to the City of Lowell must be obligated by December 31, 2024; and

WHEREAS, the NC Pandemic Recovery Office (NCPRO) has provided guidance for non-entitlement local governments in order to receive their distribution from the State; and

WHEREAS, NCGS 160a-17.1 authorizes the governing body of any city or county to make contracts for and to accept grants-in-aid and loans from the Federal or State governments and their agencies for constructing, expanding, maintaining, and operating any project or facility, or performing any function, which such city or county may be authorized by general law or local act to provide or perform; and

WHEREAS, the City Council authorizes the receipt of ARP Act funds and delegates authority to the City Manager or designee to execute any necessary agreements on behalf of the Council; and

WHEREAS, the City of Lowell received \$592,139.85 on August 13, 2021, and will receive approximately \$497,860.15 one year later, totaling \$1,090,000, and

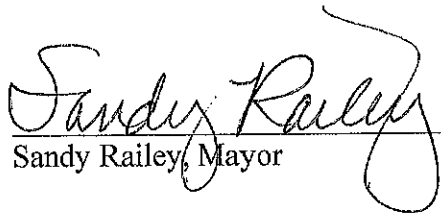
WHEREAS, NCGS 159-26(b)(2) authorizes the creation of a special revenue fund.

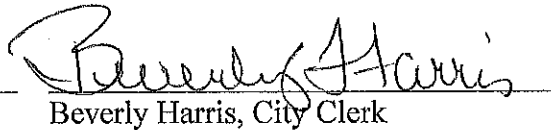
NOW, THEREFORE, BE IT RESOLVED

- Section 1.** The City of Lowell hereby creates the ARP Act Special Revenue Fund for the purposes of tracking and reporting eligible expenditures and ARP Act revenues.
- Section 2.** This ARP Act Special Revenue Fund shall remain until the expiration of the original act and any subsequent extensions or additions provided by the Federal government.
- Section 3.** This resolution shall become effective upon its adoption.

Adopted this the 14th day of September 2021.

ATTEST:


Sandy Railey, Mayor


Beverly Harris, City Clerk



To: Scott Attaway, City Manager
From: Alex Blackburn, Planning Director
Date: August 4, 2021
Re: Proposed Text Amendment to the Lowell Development Ordinance, Article 19

The City of Lowell Planning Board considered a request for a text amendment to the Lowell Development Ordinance to add reference to the North Carolina Department of Transportation Subdivision Roads Minimum Construction Standards. The Planning Board voted unanimously to approve the amended text to the City Council for approval.

The reference would be added in Article 19, Section 14, and Section 21. To include the wording displayed below in red.

Section 14: Stormwater Design Manual (amended September 14, 2021)

The City of Lowell's Planning and Development Services Department may furnish additional guidance and standards for the proper implementation of the regulations of this article and may provide such information in the form of a Stormwater Design Manual. Stormwater management practices that are designed, constructed, or maintained in accord with the Stormwater Design Manual must be presumed to comply with these regulations. However, the Stormwater Administrator shall have the right to consult other engineers and duly qualified professionals, and to impose any conditions or require any modifications deemed necessary to meet the purpose, intent and requirements of this ordinance. **In the absence of a Stormwater Design Manual standards and specifications set forth in the NCDOT Subdivision Roads Minimum Construction Standards, specifically Section I - Construction Standards, Subsection I-A - Drainage and structures to meet Subsection I-B Structures (Bridges, Culverts, Dams and Retaining Walls) shall apply.**

Section 21: Original Effective Date and Incorporation into Lowell Development Ordinance

This Article was previously adopted as the Stormwater Ordinance for the City of Lowell, North Carolina and made effective on the 1st day of July 2007. No content has been changed or modified as part of incorporating the material content of this previously adopted ordinance known hereafter as **Article 19** of the **Lowell Development Ordinance** **except for the reference to the NCDOT manual in Section 14.**

During their August 10th, 2021 meeting, the Lowell City Council scheduled a Public Hearing to be held on September 14th, 2021. In accordance with North Carolina General Statute, an ad was ran in the Gaston Gazette for two consecutive weeks, on August 26th and September 2nd.

1. The measures shall control and treat at a minimum the stormwater runoff from the first inch of rainfall volume leaving the project site. Runoff volume drawdown time shall be a minimum of 48 hours, but not more than 120 hours.
2. All structural stormwater treatment systems used to meet the requirements of this ordinance shall be designed to have a minimum of 85% average annual removal for Total Suspended Solids (TSS).
3. The design of drainage facilities in flood hazard areas shall be consistent with the requirements of Article 18 of this Ordinance. No stormwater controls shall be allowed within the floodway. No stormwater controls shall be within 30 feet landward of any perennial and intermittent surface water.
4. The computation of stormwater runoff shall follow established engineering practice. Acceptable methods of computation include the Rational Method, the Peak Discharge Method as described in USDA Technical Release Number 55 (TR-55), and USGS Regression Equations, where applicable. If an alternate method is proposed, the method should be described and justification for using this method should be provided. The same method must be used for both the pre- and post-development conditions.
5. Runoff coefficients shall be based on full development of the project and of the watershed to the extent of the current zoning or land use patterns, and shall include the complete development of the site through build-out, including roof tops and other impervious areas that may be proposed.
6. Stormwater detention shall be provided to insure that the rate of discharge for the 24 hour storm does not exceed the pre-development rate of discharge. In order to demonstrate this, inflow-outflow calculations shall also be submitted for any stormwater detention ponds.

Section 14: Stormwater Design Manual (amended September 2021)

The City of Lowell's Planning and Development Services Department may furnish additional guidance and standards for the proper implementation of the

regulations of this article and may provide such information in the form of a Stormwater Design Manual. Stormwater management practices that are designed, constructed, or maintained in accord with the Stormwater Design Manual must be presumed to comply with these regulations. However, the Stormwater Administrator shall have the right to consult other engineers and duly qualified professionals, and to impose any conditions or require any modifications deemed necessary to meet the purpose, intent and requirements of this ordinance. In the absence of a Stormwater Design Manual standards and specifications set forth in the NCDOT Subdivision Roads Minimum Construction Standards, specifically Section I - Construction Standards, Subsection I-A - Drainage and structures to meet Subsection I-B Structures (Bridges, Culverts, Dams and Retaining Walls) shall apply.

Draft JULY 27, 2014

4. Spills

Spills or leaks of polluting substances released, discharged to, or having the potential to be released or discharged to a stormwater conveyance system, shall be contained, controlled, collected, and properly disposed. All affected areas shall be restored to preexisting conditions.

Persons in control of the polluting substances and persons owning the property on which the substances were released or discharged shall immediately notify the City of Lowell Public Works Department of the release or discharge, as well as making any required notifications under state and federal law. Notification shall not relieve any person of any expenses related to restoration, loss, damage, or any other liability which may be incurred as a result of said spill or leak, nor shall such notification relieve any person from other liability which may be imposed by State or other law.

5. Nuisance.

Illicit discharges and illicit connections which exist within the jurisdiction of the City of Lowell and this provision are hereby found, deemed and declared to be dangerous or prejudiced to public health or public safety and are found, deemed, and declared to be public nuisances.

Section 20 Severability

If any section or sections of this Ordinance is/are held to be invalid or unenforceable, all other sections shall nevertheless continue in full force and effect.

Section 21 **Original Effective Date and Incorporation into Lowell Development Ordinance**

This Article was previously adopted as the Stormwater Ordinance for the City of Lowell, North Carolina and made effective on the 1st day of July 2007. No content has been changed or modified as part of incorporating the material content of this previously adopted ordinance known hereafter as **Article 19** of the **Lowell Development Ordinance** except for the

reference to the NCDOT manual in Section 14.

Draft July 27, 2021

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF LOWELL and INCORPORATE BY ANNEXATION A CONTIGUOUS AREA INTO THE CITY OF LOWELL, NORTH CAROLINA

Ordinance #OR7-2021

WHEREAS, a Petition signed by Belmont Land and Investment Company, LLC, being the owners of the certain land areas located along Lowell-Spencer Mountain Road, Gaston County Parcel ID 202774 and 136564 hereinafter described in Attachment A attached hereto, was received by the City of Lowell on August 9, 2021; and,

WHEREAS, the owner Petitioned that said area be annexed into the corporate limits of the City of Lowell, North Carolina, as authorized by Part 1, Article 4A, Chapter 160A of the General Statutes of North Carolina; and,

WHEREAS, the Petition was presented to the Mayor and City Council during the regular meeting of August 10, 2021; and,

WHEREAS, on August 10, 2021 the Mayor and City Council directed, by Resolution duly adopted, the City Clerk of the City of Lowell, North Carolina, to investigate the sufficiency of said Petition and to certify the results to the Mayor and City Council; and,

WHEREAS, at the regular meeting of the Mayor and City Council held on August 10, 2021, a Certificate of Sufficiency from the City Clerk of the City of Lowell was presented to the Mayor and City Council wherein the City Clerk certified that upon due investigation found the above individuals who signed the aforementioned Petition constitute the owners of the land within the boundaries described in said Petition and, as hereinafter described, that said boundaries are contiguous to the present City limit primary boundaries, and are eligible to be annexed pursuant to G.S. 160A-31, et seq. of the General Statutes of North Carolina; and,

WHEREAS, following the receipt by the Mayor and City Council of the City of Lowell, North Carolina, of a Certificate of Sufficiency from the City Clerk of the City of Lowell, said information and due consideration thereof by the Council, passed a motion to adopt a Resolution whereby a public hearing upon the question of such annexation was called to be had before the Mayor and City Council of the City of Lowell at 6:00 p.m. on the 14th day of September 2021; and,

WHEREAS, the City Clerk was duly authorized and did so cause notice of such public hearing to be published in the Gaston Gazette, a newspaper having general circulation in the City of Lowell, North Carolina, at least ten (10) days prior to the date of such public hearing, such notice contained Gaston County property identification numbers of the areas proposed to be annexed as set forth in the Petition; and,

WHEREAS, it appears to the Mayor and City Council from the publisher's Affidavit with clipping attached thereto, duly filed with the City Clerk, that a notice of such public hearing as directed by the Mayor and City Council was duly published in the Gaston Gazette in its issue of the 26th day of August, 2021, which date of publication was at least ten (10) days prior to the date set for such public hearing; and,

WHEREAS, a public hearing was held by the Mayor and City Council of the City of Lowell on the 14th day of September, 2021 at the stated time and place where the petitioners and any other residents of the City of Lowell were given an opportunity to appear and be heard on the question of the sufficiency of the Petition and the desirability of the annexation; and,

WHEREAS, the Mayor and City Council, after due deliberation and consideration during the regular Mayor and City Council meeting held on September 14, 2021, now finds that the Petition meets the requirements of G.S. 160A-31, et seq. of the General Statutes of North Carolina, that the Petition contained the signatures of the owners of the real property within the area proposed for annexation, that the Petitions are otherwise valid and that the public health, safety and welfare of the inhabitants of the City and of the area proposed for annexation will be best served by the annexation through the expansion, now or in the future, of essential public services provided by the City.

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the Mayor and City Council of the City of Lowell, North Carolina, in regular meeting assembled the 14th day of September 2021, hereby adopts this ordinance as follows:

SECTION 1: That the area described in the Petition for contiguous annexation be and the same is hereby annexed to and is made a part of the corporate limits of the City of Lowell, North Carolina, the areas being described in Attachment "A" hereto.

SECTION 2: From and after the effective date of this Ordinance, the territory so annexed and the property therein located shall be subject to all debts, laws, ordinances and regulations in force in the City of Lowell, North Carolina, and shall be entitled to the privileges and benefits available to other parts of the municipality. The newly annexed territory shall be subject to municipal taxes levied as provided in Section 160A-58.10 of the General Statutes of North Carolina.

SECTION 3: It shall be the duty of the Mayor of the City of Lowell to cause an accurate map of such annexed territory, together with a copy of this Ordinance duly certified, to be recorded in the office of the Register of Deeds of Gaston County, North Carolina, and in the office of the Secretary of State of North Carolina.

SECTION 4: This Annexation shall become effective upon adoption.

Adopted this 14th day of September 2021.

s/ Sandy Railey
Sandy Railey, Mayor

s/ Beverly Harris
Beverly Harris, City Clerk



ATTACHMENT "A"

\$ 44.00 Revenue Stamps
attached and cancelled.

(A)
Parcel # 202774

NORTH CAROLINA
GASTON COUNTY.

For release see R.R. 850-Pg. 598.

THIS DEED, made this 7 day of Aug. 1945, by Mrs. Alice J. McAden and husband, Henry M. McAden, of Mecklenburg County and State of North Carolina, of the first part, to Belmont Land and Investment Company, of Gaston County and State of North Carolina, of the second part:

WITNESSETH, That said parties of the first part, in consideration of FORTY THOUSAND AND 10/100 DOLLARS (\$40,000.00), to them paid by party of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey to said party of the second part, its successors and assigns, those certain tracts or parcels of land in Southpoint Township, Gaston County, North Carolina, and bounded as follows, viz:

- ✓ FIRST TRACT: Those three certain tracts of land containing together about 173.75 acres, as described in that certain deed from Edward H. Coates, Trustee, to Henry M. McAden, dated May 18, 1895, and duly recorded in Office of the Register of Deeds for Gaston County in Book 29 at Pages 239 et seq., to which reference is hereby made, and reference being also made to the deed from Henry M. McAden to John H. McAden, which is recorded in Book 44 at Page 385, et seq., in said Register's Office, the deed from Sallie J. McAden and others, recorded in Book 79, Pages 125 et seq., in said Registry, the deed from Joel J. McAden to Henry M. McAden, recorded in Book 94, Pages 308 et seq., in said Registry, and reference being further made to a certain deed from B. R. Smith and wife to Henry M. McAden, recorded in Book 29, pages 243 et seq., in said Registry;
- ✓ SECOND TRACT: That certain tract of land containing about sixty (60) acres, as described in that certain deed from D. W. Mitchem and wife, to H. M. McAden, dated September 28, 1896, and recorded in said Registry in Book 30, Page 219, to which reference is hereby made, reference being also made to the deed from Henry M. McAden to John H. McAden, recorded in Book 44 at Page 385 in Registry as aforesaid, the deed from Sallie J. McAden et al to Henry M. McAden, recorded in Book 79, Page 125 in said Registry as aforesaid, and the deed from Joel J. McAden to Henry M. McAden, recorded in Book 94, Page 308 in said Registry as aforesaid;
- ✓ THIRD TRACT: Those two certain tracts of land containing together about 249.25 acres, described in that certain deed from A. C. Lineberger and wife to Henry M. McAden, dated April 4, 1900, and recorded in Book 40, Page 575 et seq., in said Registry, to which reference is hereby made;
- ✓ FOURTH TRACT: Those three certain tracts of land containing 571.94 acres, more or less, as described in that certain deed D. W. Mitchem and wife to Henry M. McAden, dated April 10, 1925, and duly recorded in said Registry in Book 199, Page 113, to which reference is hereby made;
- ✓ FIFTH TRACT: That certain tract of land containing 15.6 acres, more or less, as described in that certain deed from D. W. Mitchem and wife to Henry M. McAden, dated April 23, 1923, and recorded in Book 172, Page 75, in said Registry;

SIXTH TRACT: That certain tract of land containing about 5.85 acres, more or less, as described in that certain deed from D. W. Mitchem and wife to Henry M. McAden, dated June 30, 1925, and recorded in Book 172, Page 596 in said Registry, to which reference is hereby made;

SEVENTH TRACT: All those certain water rights and other rights and easements which were granted and conveyed to Henry M. McAden by D. W. Mitchem and wife by two deeds, one dated August 1, 1922, and recorded in Book 94, Page 85 in said Registry, and the other dated March 24, 1925, and duly recorded in Book 190, Page 598 in said Registry, to which deeds reference is hereby made;

EIGHTH TRACT: All those certain water rights and other rights and easements which were reserved unto the said Henry M. McAden, his heirs and assigns, under and by the terms of that certain deed from the said Henry M. McAden and wife to D. W. Mitchem, dated April 10, 1925, and recorded in Book 199, Pages 120 et seq, in said Registry, to which reference is hereby made for a particular description of the said water rights, other rights and easements.

Excepting, however, such parts, if any, of the several tracts or parcels of land above described and referred to as have heretofore been conveyed by the said Henry M. McAden by the following deeds recorded in said Registry, to wit: (1) Deed to Art Cloth Mills, recorded in Book 172, Page 76, purporting to convey a tract of land containing 16 acres, more or less; (2) Deed to D. W. Mitchem, recorded in Book 172, Page 581, conveying a tract containing 5.51 acres, more or less; and (3) Deed to the Town of Lowell, recorded in Book 190, Page 592, conveying a 40 foot street.

This conveyance, however, is made subject to the several grants or rights of way and easements made by the said Henry M. McAden as follows and so far as they relate to or affect any of the lands above described and referred, to-wit: (1) Grant to Piedmont Traction Company, recorded in Book 83, Page 154 in said Registry (2) Grant to Southern Power Company, by deed recorded in Book 134, Page 537 in said Registry; (3) Deed to Southern Power Company, recorded in Book 154, Page 538 in said Registry; (4) deed to Southern Power Company, recorded in Book 154, Page 539 in said Registry; (5) deed to Southern Power Company, recorded in Book 199, Page 125, in said Registry; (6) Deed to Duke Power Company, recorded in Book 343, Page 61 in said Registry; and (7) Deed from Henry M. McAden and others to Plantation Pipe Line Company, recorded in Book 406 at Page 308 in said Registry, to all of which instruments reference is hereby made.

And is in all respects the same property conveyed by G. O. Robinson, Sheriff Gaston County, to Mrs. Alice J. McAden, on October 9, 1942, deed for which is recorded in Book 432 at Page 223 Office Register of Deeds for Gaston County.

It is the intent and purpose of the parties of the first part to convey to the party of the second part, all of their right, title and interest in and to all of the real estate which they, or either of them, own in Gaston County, North Carolina, and by this instrument they do hereby so convey absolutely to the party of the second part all real estate, easements, water rights or other real property located within the bounds of Gaston County, North Carolina, regardless of whether the same is otherwise referred to or described in this instrument.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land, and all privileges and appurtenances thereto belonging, to the said party of the second part, its successors and assigns, to their only use and behoof forever.

And the said parties of the first part, for themselves and their heirs, executors and administrators, covenant with said party of the second part, its successors and assigns, that they are seized of said premises in fee and have right to convey in fee simple; that the same are free and clear from all encumbrances, and that they do hereby forever warrant and will forever defend the said title to the same against the claims of all persons whatsoever.

IN TESTIMONY WHEREOF, the said Mrs. Alice J. McAden and husband, Henry M. McAden, have hereunto set their hands and seals, this the day and year first above written.

Mrs. Alice J. McAden (Seal)

Henry M. McAden (Seal)

Gora S. Long
August 7, 1945
My commission expires October 13th, 1945 (N. P. Seal)

NORTH CAROLINA
MECKLENBURG COUNTY.

I, Gora S. Long, Notary Public, do hereby certify that Henry M. McAden and Mrs. Alice J. McAden, his wife, personally appeared before me this day and acknowledged the due execution of the annexed Deed of Conveyance, and the said Mrs. Alice McAden, being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and notarial seal, this 7 day of Aug. 1945.

My commission expires:
Oct. 13, 1945 (N. P. Seal)

Gora S. Long,
Notary Public

NORTH CAROLINA-Gaston County

The foregoing certificate of Gora S. Long, a Notary Public of Mecklenburg County, N. C. is adjudged to be correct. Let the instrument with certificates be recorded. Witness my hand this the 8th day of August 1945.

Lewis Fry, Deputy
Clerk Superior Court

Filed for registration at 2:40 o'clock P. M. on the 8 day of August 1945, and Recorded and Verified in the office of the Register of Deeds of Gaston County, N. C. In Book 466, Page 144. This 23 day of August 1945.

H. R. [Signature]
Register of Deeds

[Signature]
Deputy

Signed, sealed and delivered in the presence of.....

her
Charlotte x Gill (Seal)
mark
Jack McClure (Seal)
Emma McClure (Seal)
Lee Reid (Seal)
Cora Reid (Seal)
Charlton Johnson (Seal)
Mildred Johnson (Seal)

State of North Carolina,
County of Gaston.

I, R. R. Reid, a Notary Public in and for the County of Mecklenburg and said State, do hereby certify that Sam Gill and wife, Charlotte Gill; Lee Reid and wife, Cora Reid; Charlton Johnson, and wife, Mildred Johnson; Jack McClure and wife, Emma McClure personally appeared before me this day, and acknowledged the due execution of the foregoing instrument, and that the said Charlotte Gill, Cora Reid, Mildred Johnson, and Emma McClure, wives of the above named husbands, being by me privately examined, separate and apart from their said husbands touching their voluntary execution of the same, do state that they signed the same freely and voluntarily, without fear or compulsion of their said husbands or any other person, and that they do still voluntarily assent thereto.

Witness my hand and official seal, this the 15th day of May A. D. 1925.

R. R. Reid, Notary Public Mecklenburg County
(N.P. Seal) My com. expires Jan. 31, 1926

State of North Carolina,
County of Gaston.

The foregoing certificate of R. R. Reid, Notary Public is adjudged to be correct. Let the instrument and certificate be registered. This 20 day of May 1925.

S. G. Hendricks, G. S. C.

Filed at 4 P. M. May 20th 1925 and registered May 23rd 1925.

S. G. Hendricks Register of Deeds

State of North Carolina,
Gaston County.

1900
Revenue Stamp
attached and Cancelled

This Deed made this tenth day of April A. D. 1925 by and between D. W. Mitchem and wife M. A. Mitchem, of the County of Gaston and State of North Carolina, parties of the first part, and Henry M. McAden of the County of Mecklenburg and State of North Carolina, party of the second part:

Witnesseth: That the said parties of the first part, in consideration of One Hundred Dollars and other lands to them conveyed to them paid by the part... of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said Henry M. McAden and his heirs, all those tracts or parcels of land, situate, lying, and being in Gastonia Township, Gaston County, State of North Carolina, and more particularly described and defined as follows:

First Tract: Begins at the mouth of a branch on the bank of the South Fork of the Catawba River and runs thence up the river as it meanders North 77 East 55 poles to the first bend, thence North 64 East 84 poles to the second bend, thence North 30 East 28 poles to the third bend; thence North 7 West 90 poles to a persimmon at the mouth of a branch; thence West 20 $\frac{3}{4}$ poles to a poplar; thence North 40 West 64 poles to a southwood; thence North 85 West 158 poles to a Mountain oak on old line; thence South 78 poles to a pine on old line; thence South 59 East 66 poles to a Post Oak; thence South 34 East 32 poles to a Black-Oak; thence South 57 East 49 poles to a dead Chestnut in the field; thence South 15 East 28 poles to a Cherry tree in the field; thence South 12 West 5 poles to the beginning, containing two hundred and twelve (212) acres, more or less; and being the identical tract of land conveyed to said D. W. Mitchem by A. E. Woltz and wife by deed dated May 12th 1923, and registered in said county in Book No. 172 at page 141.

Second Tract: Begins at a Southwood, said Mitchem's corner, and runs with his line South 38 East 60 poles to a poplar; thence East 27 poles to a stake; Mitchem's corner on the West Bank of the South Fork at the mouth of a branch; thence up the river as it meanders 50 $\frac{1}{2}$ poles to the mouth of the Colt branch; thence up said branch North 67 West 34 poles to a stake, Hoffman's corner; thence with his line North 82 West 12 poles to a rock pile; thence North 56 West 80 poles to a large Poplar, Hoffman's corner; thence a New Line South 61 $\frac{1}{2}$ West 28 $\frac{1}{2}$ poles to a stake on the West side of the road; thence South 43 East 28 poles to a stake in the road; thence South 20 $\frac{1}{2}$ East 20 $\frac{1}{2}$ poles to said Mitchem's line on the edge of the road; thence along said line South 35 East 55 poles to the beginning, containing forty four and forty four hundredths (44.44) acres, more or less; and being the identical tract of land conveyed by Morgan D. Way and wife to said Mitchem by deed dated September 14th 1923, and registered in said county in Book No. 172 at page 626.

Third Tract: Begins at a White Oak stump on the East bank of the South Fork of the Catawba River, M. G. Rhyme's corner, and runs with his line North 73 $\frac{1}{2}$ East 14 poles to a stake and pointers, Apton's corner; thence with his line South 4 East 72 $\frac{1}{2}$ poles to a stake and pointers, a corner of the 34 acre tract; thence South 69 $\frac{1}{2}$ East 88 poles to a stake and pointers on M. C. Stroup's line; thence with said line South 4 West 75 poles to a stake and pointers on the north bank of the South Fork river; thence up the river as it meanders 500 poles to the beginning, containing one hundred fifteen and a half (115 $\frac{1}{2}$) acres, more or less; and being the identical tract of land conveyed to said D. W. Mitchem by Lizzie Lowman and others by deed dated September -, 1924, and registered in said County in Book No. 190 at page 273.

And also any and all rights and easements to perpetually pond, raise and back the waters of the said South Fork and all tributaries to any height desired at any time and at any place or places by a dam or dams or other obstructions, together with the right to use any and all necessary lands in the construction of such dam or dams and in going to and from the same at all times - it being the intention of the parties to the first part to convey to the party of the second part, his heirs and assigns, all water rights they may own in and along said streams.

They have and to hold the aforesaid tracts or parcels of land, and all privileges and appurtenances thereto belonging, to the said Henry M. McAden, his heirs and assigns, to their only use and behoof forever.

And the parties of the first part for themselves, their heirs, executors, and adminis-

trators, covenant with the said party of the second part, his heirs and assigns, that they are seized of said premises in fee, and have right to convey the same in fee simple; that the same are free and clear from all encumbrances, and that they will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

In Testimony Whereof, the said parties of the first part to these presents have hereunto set their hands and seals the day and year above written.

D. W. Mitchem (Seal)

M. A. Mitchem (Seal)

Signed, sealed and delivered in the presence of

State of North Carolina,

County of Gaston.

I, W. H. Holmes, a Notary Public for said County and State, do hereby certify that D. W. Mitchem and M. A. Mitchem, wife personally appeared before me this day, and acknowledged the due execution of the foregoing (or annexed) instrument, and the said M. A. Mitchem wife (or wives) of being by me privately examined, separate and apart from said husband touching her voluntary execution of the same do state that she signed the same freely and voluntarily, without fear or compulsion of said husband or any other person and that she does still voluntarily assent thereto. Let the instrument and the certificate be registered.

Witness my hand and seal this 11th day of April A. D. 1925.

W. H. Holmes, Notary Public (N.P. Seal)
My com. expires June 25, 1925

State of North Carolina,

County of Gaston.

The foregoing (or annexed) certificate of W. H. Holmes, Notary Public is adjudged to be correct. Let the instrument and the certificate be registered.

This 21st day of May A. D. 1925.

S. C. Richards, Clerk Superior Court

Filed at 9 A. M. May 21st 1925, and registered May 23rd 1925.

H. R. Thompson

Register of Deeds.

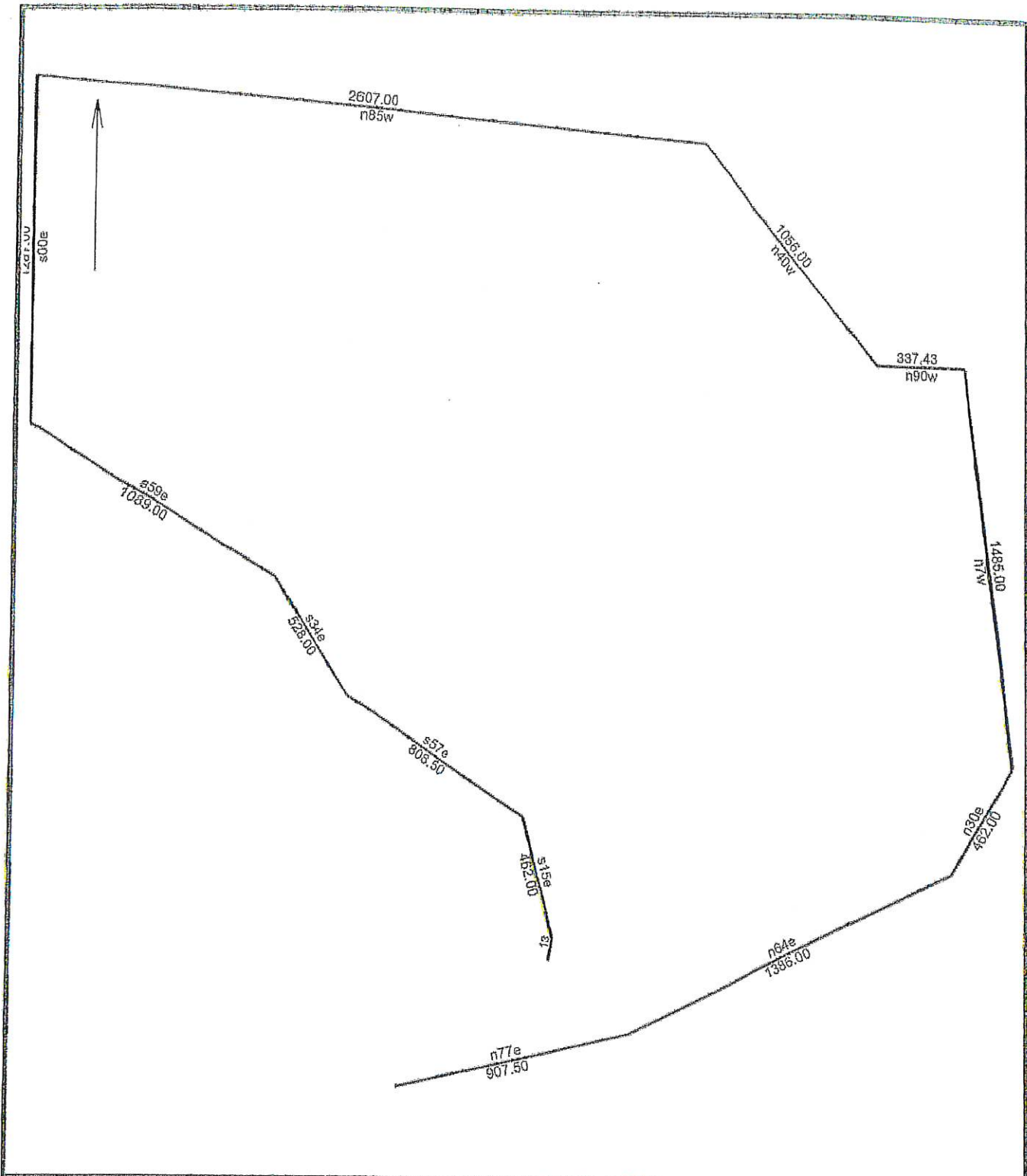
1500
attached and cancelled

State of North Carolina,

Gaston County.

This Deed made this tenth day of April A. D. 1925 by and between Henry M. McAden and wife, Alice Jones McAden of the County of Mecklenburg and State of North Carolina, parties of the first part, and David W. Mitchem, of the County of Gaston and State of North Carolina party of the second part:

Witnesseth, That the said parties of the first part, in consideration of One Hundred Dollars and the conveyance of certain other lands to them paid by the party of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey unto said David W. Mitchem and his heirs,



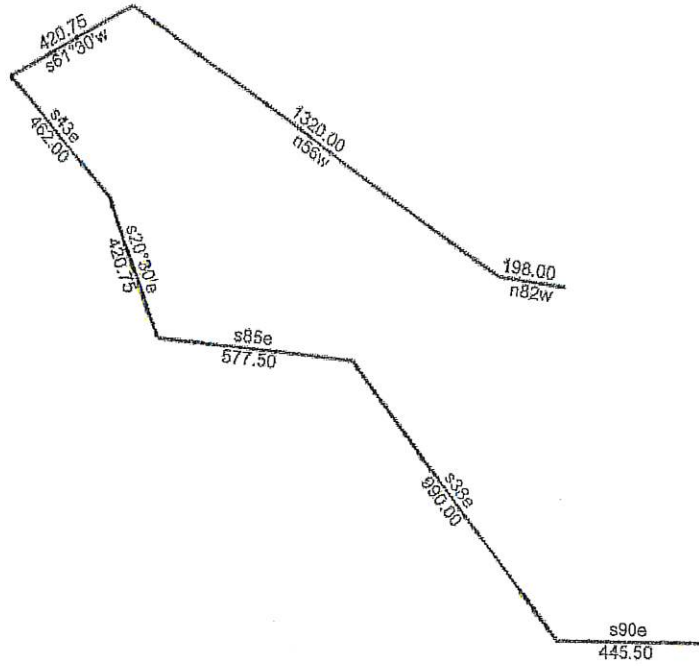
8/10/2021

Scale: 1 inch = 527 feet

File:

Tract 1: 217.6188 Acres, Closure: s50.5025w 742.72 ft. (1/17), Perimeter=12498 ft.

01 n77e 907.50	10 s34e 528.00
02 n64e 1386.00	11 s57e 808.50
03 n30e 462.00	12 s15e 462.00
04 n7w 1485.00	13 s12w 82.50
05 n90w 337.43	
06 n40w 1056.00	
07 n85w 2607.00	
08 s00e 1287.00	
09 s59e 1089.00	



8/10/2021

Scale: 1 inch= 527 feet

File:

Tract 1: 11.6390 Acres, Closure: n23.2638w 1087.28 ft (1/4), Perimeter=4835 ft.

01 n82w 198.00	
02 n56w 1320.00	(08 s90e 445.50
03 s61.30w 420.75	
04 s43e 462.00	
05 s20.30e 420.75	
06 s85e 577.50	
07 s38e 990.00	

Less and except property conveyed to Catawba Lands Conservancy by deed dated 9/6/02 recorded at Book 3397 page 136 of the Gaston Co. Registry (2168) and property conveyed to Catawba Lands Conservancy by deed dated 3/21/03 recorded at Book 3673 page 236-238 of the Gaston Co. Registry (2169).

02/08/02 12:39PM 000000H7768
XX17 Cheryl

Excise Tax \$ 231⁰⁰

DEED \$23.00
REVENUE FEES \$231.00
***TOTAL \$254.00
Recording Time, 06:06 and Page \$231.00
CASH \$23.00
CHARGE \$0.00

Tax Lot No. Part of 10-006-013-00-000

Parcel Identifier

Verified by _____ County on the ____ day of _____, 19__
by _____

Mail after recording to Grantee

This instrument was prepared by Johnston, Allison & Hord, P.A. (RCH)

Brief Description for the index

28.79 acres on West Bank of South Fork of the
Catawba River

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made 6th day of February, 2002, by and between

GRANTOR

GRANTEE

BELMONT LAND AND INVESTMENT COMPANY,
a North Carolina corporation

CATAWBA RIVER CONSERVANCY,
a North Carolina non-profit corporation

Mailing Address:

105 W. Morehead Street
Charlotte, NC 28202

Enter in appropriate block for each party name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

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

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

Exhibit A attached hereto and incorporated herein by reference

#528

RECORDING FEE 23.00
EXCISE TAX PAID 231.00

EXHIBIT A

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

BEGINNING at an existing iron pipe, being the Southerly corner of the 4 acre tract of land as shown on map recorded in Plat Book 54 at Page 73 in the Gaston Public Registry, and the common corner of tract of land described in Deed Book 1456 at Page 444, in said Registry, thence with the tie line of said Plat and the South line of said tract described in Deed Book 1456 at Page 444 with the Hoffman line, S. 55-46-15 E. 309.09 feet to an existing iron pipe; thence 84-59-56 E. 198.02 feet to an existing iron pipe; thence S. 59-02-07 E. 563.12 feet to the mouth of Colt Branch on the West bank of the South Fork of the Catawba River; thence along the West bank of said River S. 29-29-38 W. 60.05 feet to a point; thence continuing with the river bank S. 22-02-50 W. 99.32 feet to a point; thence S. 17-17-14 W. 106.07 feet to a point; thence S. 04-24-31 feet W. 93.83 feet to a point; thence S. 00-39-11 W. 105.06 feet to a point; thence S. 04-26-38 W. 101.36 feet to a point; thence S. 03-53-03 E. 183.41 feet to a point; thence S. 13-30-21 E. 99.87 feet to a point; thence S. 14-44-27 E. 95.77 feet to a point; thence S. 00-52-00 E. 100.34 feet to a point; thence S. 17-06-17 E. 109.34 feet to a point; thence S. 01-15-49 W. 104.93 feet to a point; thence S. 04-18-02 E. 93.01 feet to a point; thence S. 06-25-34 E. 99.74 feet to a point; thence S. 04-38-17 E. 100.88 feet to a point; thence S. 00-15-39 E. 153.80 feet to a point; thence S. 00-18-22 E. 95.28 feet to a point; thence S. 00-51-52 E. 96.03 feet to a point; thence S. 03-50-22 W. 95.60 feet to a point; thence S. 08-50-07 W. 94.46 feet to a point; thence S. 07-31-22 W. 104.23 feet to a point; thence S. 37-33-41 W. 110.36 feet to a point; thence S. 35-08-35 W. 100.88 feet to a point; thence S. 40-38-31 W. 102.67 feet to a point; thence following the river bank N. 50-46-12 W. 307.10 feet to a new iron pin; thence N. 39-05-16 E. 242.34 feet to a new iron pin; thence N. 02-41-42 W. 91.14 feet to a new iron pin; thence N. 11-33-48 E. 79.40 feet to a new iron pin; thence N. 31-53-56 E. 49.45 feet to a new iron pin; thence N. 35-01-58 E. 57.78 feet to a new iron pin; thence N. 14-08-49 E. 54.62 feet to a new iron pin; thence N. 39-05-06 W. 150.26 feet to a new iron pin; thence N. 59-30-06 W. 69.22 feet to a new iron pin; thence N. 03-20-58 W. 37.31 feet to a new iron pin; thence N. 23-36-39 E. 76.39 feet to a new iron pin; thence N. 21-37-40 E. 54.74 feet to a new iron pin; thence N. 01-00-17 E. 127.39 feet to a new iron pin; thence N. 10-28-48 W. 88.65 feet to a new iron pin; thence N. 06-33-48 W. 171.81 feet to a new iron pin; thence N. 26-31-50 W. 93.19 feet to a new iron pin; thence N. 88-50-50 W. 72.34 feet to a new iron pin; thence N. 77-52-56 W. 153.72 feet to a new iron pin; thence N. 87-57-49 W. 112.18 feet to a new iron pin; thence N. 70-29-22 W. 108.79 feet to a new iron pin; thence N. 77-37-17 W. 116.65 feet to a new iron pin; thence N. 67-15-54 W. 75.08 feet to a new iron pin; thence N. 30-33-55 W. 66.56 feet to a new iron pin; thence N. 47-49-26 E. 94.49 feet to a new iron pin; thence N. 85-19-00 E. 77.82 feet to a new iron pin; thence N. 53-04-52 W. 238.47 feet to a new iron pin; thence N. 40-37-07 W. 186.91 feet to a new iron pin; thence N. 12-32-06 W. 61.65 feet to a new iron pin; thence N. 20-49-02 E. 61.68 feet to a new iron pin; thence N. 03-20-09 E. 88.97 feet to a new iron pin; thence N. 54-50-41 E. 77.25 feet to a new iron pin; thence N. 80-25-59 E. 75.23 feet to a new iron pin; thence N. 24-03-10 W. 100.88 feet to a new iron pin; thence N. 33-53-54 W. 120.96 feet to a new iron pin; thence N. 25-51-30 W. 92.13 feet to a new iron pin; thence N. 53-03-01 E. 102.31 feet to a new iron pin; thence S. 53-26-56 E. 246.67 feet to a new iron pin; thence S. 28-15-46 E. 135.35 feet to a new iron pin; thence S. 54-03-13 E. 47.43 feet to a new iron pin; thence S. 21-50-05 E. 77.92 feet to a new iron pin; thence S. 02-21-

29 E. 169.80 feet to a new iron pin; thence N. 88-58-27 E. 177.94 feet to a new iron pin; thence N. 48-33-25 E. 83.46 feet to a new iron pin; thence N. 26-23-10 E. 152.17 feet to a new iron pin; thence N. 69-27-19 W. 80.28 feet to a new iron pin; thence N. 58-41-21 W. 68.93 feet to a new iron pin; thence N. 12-00-25 W. 94.46 feet to a new iron pin; thence N. 08-48-30 W. 105.66 feet to a new iron pin; thence N. 67-09-57 W. 85.90 feet to a new iron pin; thence N. 21-37-41 W. 58.95 feet to a new iron pin; thence N. 35-58-40 W. 115.83 feet to a new iron pin; thence N. 56-58-49 W. 63.05 feet to a new iron pin; thence S. 82-03-55 W. 138.36 feet to a new iron pin; thence N. 25-17-48 W. 102.56 feet to a new iron pin; thence N. 08-40-43 W. 206.86 feet to an existing iron pipe being the point or place of BEGINNING, and containing 28.79 acres; per survey by Robert T. Kelso L-3145 dated December 10, 2001.

UNOFFICIAL

The property hereinabove described was acquired by Grantor by instrument recorded in Book 466, Page 144, Gaston Public Registry.

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

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

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

Valid and enforceable easements, rights-of-way and other conditions of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

BELMONTLAND AND INVESTMENT COMPANY,
a North Carolina corporation

(Corporate Name)
By: [Signature]
President

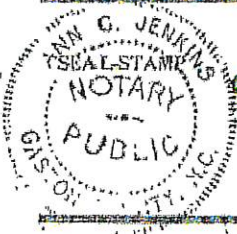
_____(SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)



SEAL-STAMP

NORTH CAROLINA, County of _____
I, the undersigned, a Notary Public of the County and State aforesaid, certify that _____ Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 11 day of _____, 2002.

My commission expires: 11/11/03 _____ Notary Public



NORTH CAROLINA, Gaston County.
I, the undersigned, a Notary Public of the County and State aforesaid, certify that J. R. Rosten personally came before me this day and acknowledged that he/she is President of Belmont Land and Investment Company, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed on behalf of the corporation. Witness my hand and official stamp or seal, this 10th day of February, 2002.

*By its President [Signature]
My commission expires: 3-11-03 Ann C. Jenkins Notary Public

The foregoing Certificate(s) of Ann C. Jenkins, NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Nice B. Brown REGISTER OF DEEDS FOR Gaston COUNTY
By [Signature] Deputy/Assistant-Register of Deeds

BOOK 3673
PAGES 236 - 238

Gaston County, NC
Recorded 03/28/2003 03:20:55pm
No 9999-00072348 1 of 3 pages
Excise Tax: \$102.00
Alice B. Brown, Register of Deeds

Excise Tax: \$ 102.00 Recording Time, Book and Page
Tax Parcel No.: Part of 10-006-013-00-000 Parcel Identifier No.:
Prepared by: William Muller, Attorney Mail to: Grantee
Brief description for the Index: 12.74 acres on West Bank of South Fork
of the Catawba River

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 21st day of March 2003, by and between.

GRANTOR

GRANTEE

**BELMONT LAND AND INVESTMENT
COMPANY, a North Carolina corporation**

**CATAWBA LANDS CONSERVANCY, a
North Carolina non-profit corporation**

Mailing Address:
105 W. Morehead Street
Charlotte, NC 28202

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

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

See Exhibit A attached hereto and incorporated herein by reference.

RECORDING FEE 20.00
EXCISE TAX PAID 102.00

9999-00072348

EXHIBIT A

Lying and being near the Town of Spencer Mountain, Gastonia Township, Gaston County, North Carolina and more particularly described as follows:

BEGINNING at a point located in the West bank of the South Fork of the Catawba River, which point marks the southernmost corner of that certain 28.79 acre parcel conveyed by Belmont Land and Investment Company to Catawba Lands Conservancy by deed duly recorded in the Gaston County Public Registry in Book 3394 at Page 136; thence from said point of BEGINNING along and with the said West bank of the South Fork of the Catawba River in twenty (20) calls as follow: (1) S. 44-41-05 W. 72.75 feet to a point; thence (2) S. 69-55-32 W. 141.85 feet to a point; thence (3) S. 60-06-28 W. 89.99 feet to a point; thence (4) S. 67-23-46 W. 97.94 feet to a point; thence (5) S. 61-27-45 W. 102.89 feet to a point; thence (6) S. 62-48-36 W. 97.82 feet; thence (7) S. 63-48-14 W. 100.83 feet to a point; thence (8) S. 63-48-12 W. 97.48 feet to a point; thence (9) S. 61-23-40 W. 97.53 feet to a point; thence (10) S. 57-53-10 W. 98.50 feet to a point; thence (11) S. 60-13-40 W. 100.53 feet to a point; thence (12) S. 59-46-59 W. 84.91 feet to a point; thence (13) S. 68-52-24 W. 101.11 feet to a point; thence (14) S. 75-51-15 W. 100.76 feet to a point; thence (15) S. 78-02-17 W. 105.40 feet to a point; thence (16) S. 85-29-40 W. 81.51 feet to a point; thence (17) S. 84-54-33 W. 83.92 feet to a point; thence (18) S. 75-23-36 W. 68.84 feet to a point; thence (19) S. 83-52-57 W. 90.38 feet to a point; and thence (20) S. 82-03-07 W. 115.12 feet to a concrete monument; thence leaving the said West bank and proceeding in a northeasterly direction N. 23-26-11 E. 84.47 feet to a concrete monument; thence N. 10-44-36 W. 227.84 feet to a point; thence proceeding in a general easterly direction N. 62-37-45 E. 449.50 feet to a point; thence N. 74-18-28 E. 245.16 feet to a point; thence N. 59-16-57 E. 253.14 feet to a point; thence N. 62-38-59 E. 515.37 feet to a point; thence N. 66-29-53 E. 265.87 feet to a point marking a corner of the 28.79 acre parcel referred to above; thence with the line which marks the southwesterly property line of said 28.79 acre parcel S. 50-46-12 E. 307.10 feet to a point located on the West bank of the South Fork of the Catawba River being the point or place of BEGINNING and containing 12.78 acres according to survey for Catawba Lands Conservancy and Belmont Land and Investment Company prepared by Robert T. Kelso, Professional Land Surveyor, dated December 10, 2001.

The property herein above described was acquired by Grantor by instrument(s) recorded in Book 466, Page 144, Gaston County Public Registry.

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

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

Valid and enforceable easements, restrictions and rights-of-way, if any, of record.

IN WITNESS WHEREOF, the Grantor has hereunto set their hand and seal, or if corporate, has caused this instrument to be signed in the corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

BELMONT LAND AND INVESTMENT COMPANY,
a North Carolina corporation

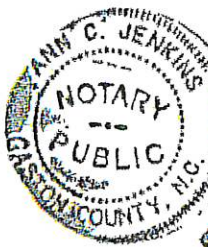
By: *J.M. Carstarphen*
President

ATTEST:

Secretary (Corporate Seal)

STATE OF NORTH CAROLINA
COUNTY OF GASTON

SEAL-STAMP



I, the undersigned, a Notary Public of the County and State aforesaid, do hereby certify that *J.M. Carstarphen* personally appeared before me this day and acknowledged that he/she is _____ President of Belmont Land and Investment Company, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed on behalf of the corporation. Witness my hand and official stamp or seal, this the *21st* day of March 2003.

Ann C. Jenkins
Notary Public
My Commission Expires: *03-11-08*

The foregoing Certificate(s) of *Ann C. Jenkins* *NP*

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

David Brown REGISTER OF DEEDS FOR *Sachs* COUNTY
By *David Brown*, Deputy/Assistant-Register of Deeds

(A)
(Parcel # 136564)

BK3253PG175

06/05/01 3:01PM 000000#0525
**08 Rehe

Excise Tax	\$ 600.00	DEED	\$14.00
		REVENUE FEES	\$600.00
		Recording Time, Book and Page	***TOTAL \$614.00
Tax Lot No.	10-22-9	Parcel Identifier No.	9
Verified by	CHECK CHANGE	\$618.00
by	CHECK CHANGE	\$4.00

Mail after recording to the Grantee

This instrument was prepared by ROBINSON AND WILSON, L.L.P., Post Office Box 1115, Gastonia, North Carolina 28053

Brief description for the Index (30882)

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 5th day of June, 2001, by and between

GRANTOR
 CLYDE H. MAY and wife REBECCA H. MAY
 DOROTHY M. BROWN, and husband ROBERT C. BROWN
 BLANCHE M. ABERNATHY and husband
 JOSEPH D. ABERNATHY
 HAZEL M. EMMERLING, Widow, Individually and
 as Executrix of Estate of Vivian May Sapp

GRANTEE
 BELMONT LAND AND INVESTMENT COMPANY
 Post Office Box 1939
 McAdenville, NC 28101-1939

Enter in appropriate block for each party name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

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

SEE ATTACHED SHEET MARKED EXHIBIT "A" AND INCORPORATED HEREBY BY REFERENCE.

RECORDING FEE 14.00
 EXCISE TAX PAID 600.00

#87

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1760, Page 211; Book 3094, Page 74

A map showing the above described property is recorded in Plat Book page

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons who may have except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:
The Grantees herein agree to assume and satisfy the 2001 ad valorem taxes.
Right of way to Southern Power Company in Book 94 at Page 353.
Rights of way to Duke Power in Book 670 at Page 99, Book 708 at Page 377 and Book 890 at Page 138.
Right of way to A.T&T in Book 1983 at Page 313.
Right to back water recorded in Book 586 at Page 365.

UNOFFICIAL

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer, and its seal to be hereunto affixed by authority of its Board of Directors, this day and year first above written.

.....
(Corporate Name)

By:

..... President

ATTEST:

..... Secretary (Corporate Seal)

.....
(Corporate Name)

By:

..... President

ATTEST:

..... Secretary (Corporate Seal)

USE BLACK INK ONLY

Clyde H. May (SEAL)
CLYDE H. MAY

Rebecca H. May (SEAL)
REBECCA H. MAY

Dorothy M. Brown (SEAL)
DOROTHY M. BROWN

Robert C. Brown (SEAL)
ROBERT C. BROWN

Blanche M. Abernathy (SEAL)
BLANCHE M. ABERNATHY

Joseph D. Abernathy (SEAL)
JOSEPH D. ABERNATHY

Hazel M. Emmerling (SEAL)
HAZEL M. EMMERLING widow,

Individually and as Executrix of the Estate of Vivian May Sapp (SEAL)

USE BLACK INK ONLY



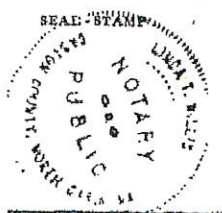
NORTH CAROLINA, Gaston County.

I, a Notary Public of the County and State aforesaid, certify that CLYDE H. MAY and wife REBECCA H. MAY

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5th day of June 2001

My commission expires: March 1, 2002

Linda T. Willis, Notary Public



NORTH CAROLINA, Gaston County.

I, a Notary Public of the County and State aforesaid, certify that DOROTHY M. BROWN and husband ROBERT C. BROWN

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5th day of June 2001

My commission expires: March 1, 2002

Linda T. Willis, Notary Public



NORTH CAROLINA, Gaston County.

I, a Notary Public of the County and State aforesaid, certify that BLANCHE M. ABERNATHY and husband JOSEPH D. ABERNATHY

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5th day of June 2001

My commission expires: March 1, 2002

Linda T. Willis, Notary Public



NORTH CAROLINA, Gaston County.

I, a Notary Public of the County and State aforesaid, certify that HAZEL M. EMMERLING, Widow Individually and as Executrix of the Estate of Vivian May Sapp

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 5th day of June 2001

My commission expires: March 1, 2002

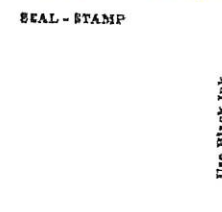
Linda T. Willis, Notary Public



NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of

My commission expires: Notary Public



NORTH CAROLINA, County.

I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of

My commission expires: Notary Public

The foregoing Certificate(s) of Linda T. Willis, np

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By Alice B. Brown, REGISTER OF DEEDS FOR Gaston COUNTY, Deputy/Assistant-Register of Deeds. Patricia W. Janelle

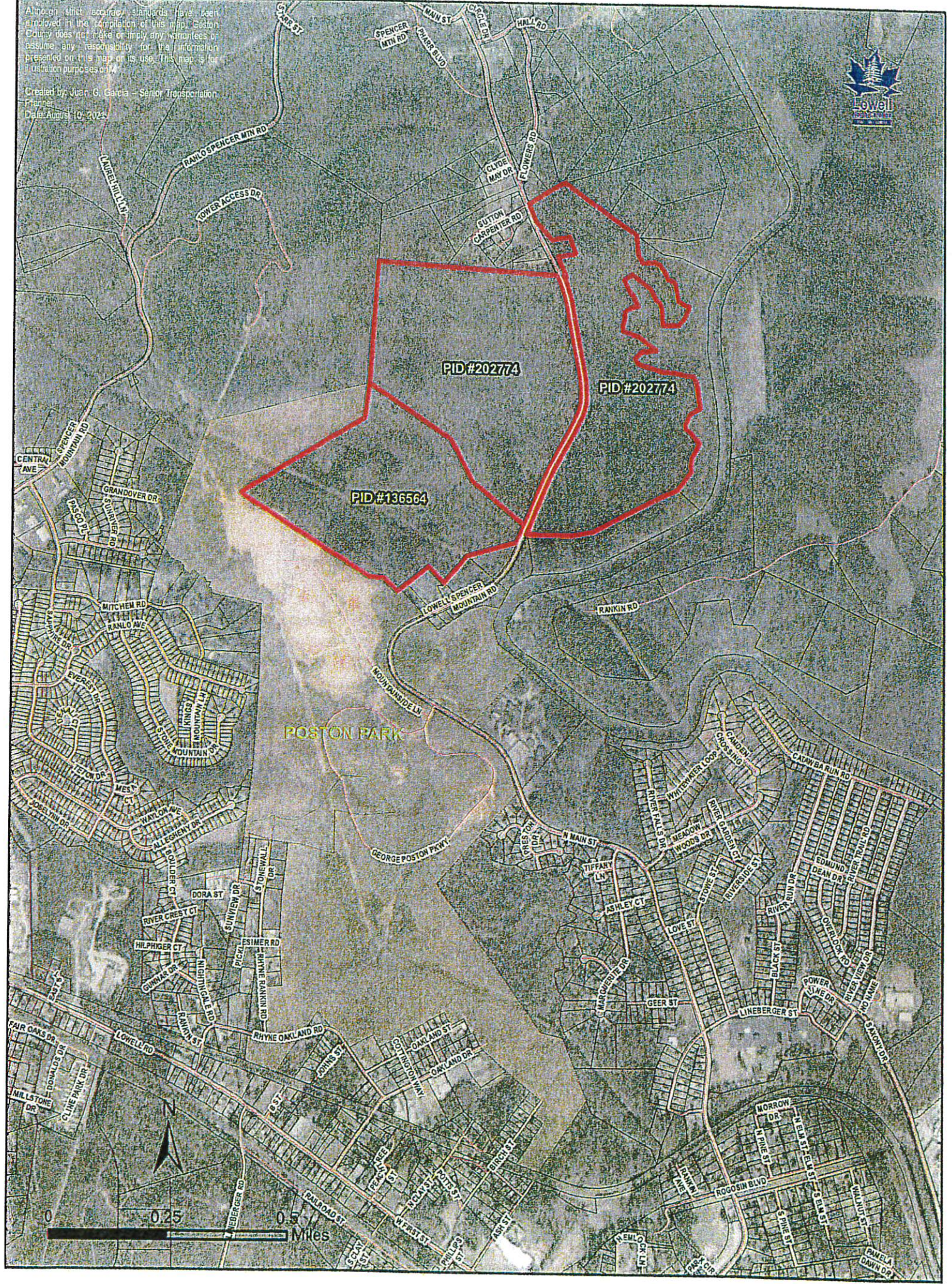
EXHIBIT "A"

BEGINNING at a concrete monument in the western margin of the Spencer Mountain-Lowell Road, S. R. 2201 (a 60-foot right of way); said monument being located in the common line of the lands described herein and the lands now or formerly owned by Belmont Land and Investment Company as described in that deed recorded in Book 466 at Page 144 of the Gaston County Registry; thence South 11 degrees 22 minutes 48 seconds East 43.12 feet to a point in the center of said right of way; thence South 21 degrees 44 minutes 00 seconds West 134.09 feet to an existing iron pin in the center of said right of way; thence South 73 degrees 57 minutes 17 seconds West 604.02 feet to an iron pin; thence South 41 degrees 21 minutes 57 seconds West 382.59 feet to an iron pin located in the common line of the lands now or formerly owned by Tallent as described in Deed Book 1052 at Page 46 and Deed Book 1270 at Page 232; thence with the common line with Tallent, North 46 degrees 4 minutes 23 seconds West 236.47 feet to an iron pin; thence with the common line South 53 degrees 09 minutes 34 seconds West 444.33 feet to an existing iron pin on the line of Edith H. Poston, now or formerly, as described in Deed Book 892 at Page 164, said iron pin also being a corner of Tallent; thence with the common line of Poston the following courses and distances: (1) North 45 degrees 49 minutes 32 seconds West 200.74 feet to an iron pin set; (2) North 85 degrees 30 minutes 03 seconds West 165.00 feet to an iron pin set in the common line; (3) North 58 degrees 13 minutes 03 seconds West 1,671.30 feet to a 30 inch post oak tree; (4) North 57 degrees 33 minutes 57 seconds East 1,571.40 feet to a concrete monument; (5) North 4 degrees 56 minutes 07 seconds East 362.64 feet to an existing iron pin located in the common corner of the lands now or formerly owned by Poston, and the lands now or formerly owned by Jefferson-Pilot Broadcasting Company, as described in that deed recorded in Deed Book 492 at Page 88 in the Gaston County Registry and the lands now or formerly owned by Belmont Land and Investment Company as described in the deed recorded in Deed Book 466 at Page 144; thence with the common line of Belmont Land and Investment Company the following courses and distances to the beginning: (1) South 57 degrees 51 minutes 48 seconds East 1,062.23 feet to an existing iron pin; (2) South 30 degrees 58 minutes 37 seconds East 514.44 feet to an existing iron pin; thence South 49 degrees 55 minutes 47 seconds East 772.07 feet to the point and place of **BEGINNING**, containing 78.468 acres as shown on that map of Tanner, Lineberger and McConnaughey, dated February 20, 1985 and revised June 17, 1985.

REFERENCE is made to Order recorded in Book 1760 at Page 211 and Deed recorded in Book 3094 at Page 74, both in the Gaston County Registry, together with the Last Will and Testament of Vivian May Sapp and that certain Family Settlement Agreement dated May 16, 2000 in File #01-E-182 in the Office of the Clerk of Superior Court for Gaston County. By execution hereof Grantors herein convey all of their right, title and interest in the above described tract and waive any right of repurchase as granted in the Last Will and Testament of Vivian May Sapp.

Although strict accuracy standards have been employed in the compilation of this map, Boston County does not make or imply any warranties or assume any responsibility for the information presented on this map or its use. This map is for illustration purposes only.

Created by: Juan G. Garcia - Senior Transportation Planner
Date: August 10, 2024

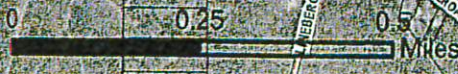


POSTON PARK

PID #202774

PID #202774

PID #136564



George Poston



RESOLUTION #RS12-2021

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE AN
ANNEXATION PETITION PURSUANT TO
ARTICLE 4A OF G.S. 160A GOVERNING CONTIGUOUS ANNEXATIONS**

WHEREAS, a petition requesting annexation of an area described in said petition was received on the 26th day of August, 2021 by the City of Lowell; and

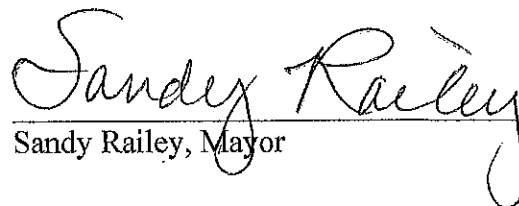
WHEREAS, N.C.G.S. Chapter 160A, Article 4A, Part 1 provides that the sufficiency of the petition shall be investigated by the City Clerk of the City of Lowell, North Carolina before further annexation proceedings consistent within the petition can take place; and

WHEREAS, the Mayor and Council of the City of Lowell, North Carolina deems it advisable to direct the City Clerk to investigate the sufficiency of the petition;

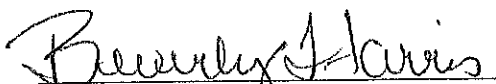
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lowell, North Carolina that:

The City Clerk is hereby directed to investigate the sufficiency of the above-described petition under N.C.G.S. Chapter 160A, Article 4A, Part 1 and to certify as soon as possible to the Mayor and Council of the City of Lowell the result of the investigation.

ADOPTED this the 14th day of September 2021.


Sandy Railey, Mayor

ATTEST:


Beverly Harris, City Clerk



George Poston



CITY OF LOWELL, NORTH CAROLINA

Certification of Sufficiency of Petition of Annexation

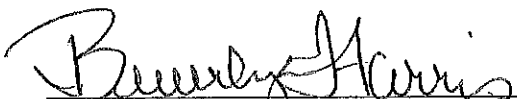
Date: September 14, 2021

To the City Council of the City of Lowell, North Carolina:

I, Beverly Harris, Clerk to the Council of the City of Lowell, North Carolina, do hereby certify that the request for voluntary annexation by the owners of real property located at:

The property located along Lowell-Spencer Mountain Road, Gaston County Parcel ID 148011 (DB2337/0605) and 148012 (DB 2030/0246) have been investigated for sufficiency for voluntary annexation. (See Attachment A)

The result of the investigation of this petition has been found to be sufficient under North Carolina General Statute 160A-31.


Beverly Harris, City Clerk

Date of Public Hearing: November 9, 2021 Time of Public Hearing: 6:00 P.M.

George Poston



RESOLUTION #RS13-2021

RESOLUTION FIXING THE DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PETITION PURSUANT TO ARTICLE 4A OF G.S. 160A GOVERNING CONTIGUOUS ANNEXATIONS

WHEREAS, a petition pursuant to N.C.G.S. Chapter 160A, Article 4A, Part 1 requesting annexation of the area described herein has been received; and

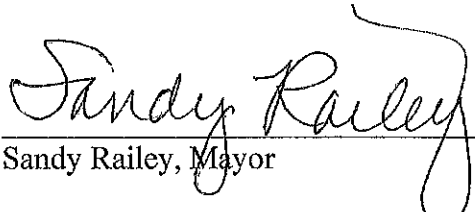
WHEREAS, the Mayor and Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lowell, North Carolina that:

- Section 1. A public hearing on the question of annexation of the area described herein will be held at the Lowell City Hall, 101 W. First Street, Lowell, NC 28098 at 6:00 pm on the 9th day of November, 2021.
- Section 2. The area proposed for annexation is described as follows:
See Attached Metes and Bounds Description (Attachment A)
- Section 3. Notice of the public hearing shall be published in the Gaston Gazette newspaper as required by law.

ADOPTED this the 14th day of September 2021.


Sandy Railey, Mayor

ATTEST:


Beverly Harris, City Clerk



ATTACHMENT A

Tract One:

BEGINNING at a concrete monument located in the northern margin of Spencer Mountain Lowell Road (State Road Number 2201), said concrete monument being the southwest corner of Crompton Knowles Corporation as shown in Deed Book 1264 at Page 165 in the Gaston County Registry; running thence with the northern margin of the Spencer Mountain Lowell Road South 62 degrees 03 minutes 25 seconds East 84.10 feet to an iron pin; South 60 degrees 59 minutes 02 seconds East 86.17 feet to an iron pin; South 55 degrees 30 minutes 42 seconds East 123.23 feet to an iron pin; South 46 degrees 18 minutes 22 seconds East 109.39 feet to an iron pin; South 37 degrees 56 minutes 51 seconds East 117.92 feet to an iron pin; South 29 degrees 43 minutes 28 seconds East 110.62 feet to an iron pin; South 22 degrees 04 minutes 02 seconds East 116.05 feet to an iron pin; South 20 degrees 31 minutes 27 seconds East 152.82 feet to a concrete monument located in the northern margin of the Spencer Mountain Lowell Road, said monument also being located in the western line of Guilford Mills, Inc., as shown in Deed Book 1266 at Page 410 in the Gaston County Registry; thence with the lines of Guilford Mills, Inc. the following courses and distances: (1) South 40 degrees 46 minutes 51 seconds West 1378.44 feet to an iron pin; (2) South 36 degrees 50 minutes 00 seconds East 980.35 feet to an iron pin; (3) South 39 degrees 03 minutes 18 seconds East 930.32 feet to an iron pin; (4) South 79 degrees 09 minutes 29 seconds East 251.04 feet to an iron pin; (5) South 23 degrees 00 minutes 23 seconds East 706.54 feet to an iron pin, said iron pin being a common corner of Guilford Mills, Inc., as shown in Deed Book 1266 at Page 410 in the Gaston County Registry and Tultex Corporation as show in Deed Book 62 at Page 556 in the Gaston County Registry; thence with the western line of Tultex Corporation South 33 degrees 09 minutes 24 seconds West 955.58 feet to a tack in the centerline of the P & N Railroad; thence with the centerline of said railroad North 71 degrees 48 minutes 45 seconds West 429.05 feet to an iron pin, said iron pin being located in the eastern margin of Burch Street; thence with the eastern margin of Burch Street North 34 degrees 32 minutes 25 seconds East 81.38 feet to an iron pin, said iron pin being the southwest corner of Floyd T. Peeler, as shown in Deed Book 1368 at Page 737 in the Gaston County Registry; thence with the southern line of Peeler South 54 degrees 00 minutes 35 seconds East 153.43 feet to an iron pin, the southeast corner of Peeler; thence North 32 degrees 13 minutes 25 seconds East 528.72 feet to an iron pin, the northeast corner of Judith D. Davis as shown in Deed Book 1426 at Page 212 and Deed Book 1432 at Page 355 in the Gaston County Registry; thence with the northern line of Davis and crossing Burch Street North 55 degrees 22 minutes 50 seconds West 161.87 feet to an iron pin located in the Western margin of Burch Street, said iron pin also being located in the eastern line of Lucille A. Burdette as shown in Deed Book 1394 at Page 3 in the Gaston County Registry; thence North 34 degrees 32 minutes 25 seconds East 183.46 feet to an iron pin located in the northeastern corner of United Spinners Corporation as shown in Deed Book 998 at Page 230 in the Gaston County Registry; thence with the northern line of United Spinners Corporation North 55 degrees 32 minutes 13 seconds West 149.90 feet to an iron pin, said iron pin being the northeastern corner of Carolina Country Barbecue, Inc. as shown in Deed Book 1430 at Page 55 in the Gaston County Registry; thence with the northern line of Carolina Country Barbecue, Inc., North 51 degrees 27 minutes 40 seconds West 662.74 feet to an iron pin located in the Southern margin of Oakland Street; thence with the eastern terminus of Oakland Street and with the eastern line of W. A. Crosby as shown in Deed Book 1480 at Page 454 in the Gaston County Registry North 27 degrees 54 minutes 05 seconds West 204.80 feet to an iron pin, the northernmost corner of W. A. Crosby; thence South 61 degrees 01 minute 23 seconds West 28

feet to an iron pin, the southeast corner of Keds Screen Printing as shown in Deed Book 1068 at Page 700 in the Gaston County Registry; thence with two lines of Keds Screen Printing as follows: (1) North 27 degrees 46 minutes 37 seconds West 146 feet to an iron pin; (2) South 61 degrees 01 minute 23 seconds West 157.08 feet to an iron pin; thence North 29 degrees 02 minutes 22 seconds West 185.35 feet to an iron pin; thence with the northernmost line of those lots shown in Block 14 of that certain plat recorded in Plat Book 7 at Page 59 in the Gaston County Registry South 60 degrees 43 minutes 01 second West 803.90 feet to an iron pin, located in the eastern line of Golden Harvest Missions, Inc.; thence with the eastern line of Golden Harvest Missions, Inc. North 29 degrees 02 minutes 22 seconds West 149.74 feet to a concrete monument; thence with the northern line of Golden Harvest Missions, Inc. South 60 degrees 30 minutes 28 seconds 298.95 feet to a concrete monument; thence continuing South 60 degrees 30 minutes 28 seconds West 15.84 feet to an iron pin in the eastern margin of State Road Number 2218; thence North 41 degrees 35 minutes 45 seconds West 498.80 feet to an iron pin, said pin being a common corner of Thomas Childers as shown in Deed Book 1484 at Page 733 and Deed Book 1490 at Page 647 and Edith Poston as shown in Deed Book 938 at Page 303 in the Gaston County Registry; thence with the lines of Edith Poston as follows: (1) North 41 degrees 33 minutes 37 seconds West 552 feet to a point; (2) North 04 degrees 13 minutes 40 seconds East 1332.87 feet to an iron pin located in the southern line of Crawford R. Jordan, Sr. as shown in Deed Book 1238 at Page 501 in the Gaston County Registry; thence with the lines of Crawford R. Jordan, Sr. as follows: (1) South 76 degrees 32 minutes 36 seconds East 386.21 feet to an iron pin; (2) North 00 degrees 42 minutes 47 seconds West 454.09 feet to an iron pin; (3) South 81 degrees 20 minutes 15 seconds East 303.04 feet to an iron pin; (4) North 83 degrees 06 minutes 01 second East 359.53 feet to an iron pin; (5) North 41 degrees 45 minutes 06 seconds West 483.43 feet to an iron pin, said iron pin being a common corner with Edith Poston as shown in Deed Book 892 in Page 164 in the Gaston County Registry; thence with the lines of Edith Poston as shown in Deed Book 892 at Page 164 the following courses and distances: (1) North 32 degrees 11 minutes 18 seconds East 1675.82 feet to an iron pin; (2) North 47 degrees 41 minutes 02 seconds West 230.84 feet to an iron pin, the southeast corner of Dole D. Tallent as shown in Deed Book 1306 at Page 67 and Deed Book 1310 at Page 358 in the Gaston County Registry; thence North 46 degrees 27 minutes 50 seconds East 232.20 feet to an iron pin; thence North 59 degrees 40 minutes 14 seconds East 190.93 feet to an iron pin, a corner of Clariese C. Safar as shown in Deed Book 1760 at Page 211 in the Gaston County Registry; thence with the lines of Safar North 73 degrees 36 minutes 18 seconds East 165.16 feet to an iron pin; South 80 degrees 59 minutes 10 seconds East 143.82 feet to an iron pin located near the bank of the south fork of the Catawba River; thence running with the south fork of the Catawba River the following courses and distances: (1) South 00 degrees 33 minutes 41 seconds West 285.69 feet to an iron pin; (2) South 35 degrees 24 minutes 46 seconds East 346.30 feet to an iron pin; (3) South 65 degrees 42 minutes 58 seconds East 144.20 feet to an iron pin located in the western line of Crompton Knowles Corporation as above referenced; thence with the western line of Crompton Knowles Corporation South 41 degrees 09 minutes 57 seconds West 823.07 feet to a concrete monument, the point and place of Beginning. The same being a 169.3175 acre tract of land acquired by Superior Properties, Inc. by deed recorded in Deed Book 518 at Page 93 in the Gaston County Registry.

The foregoing description was taken from a survey by John W. Lineberger, Registered Surveyor, entitled "Survey made at the request of Gaston County.

Being the identical property conveyed to Gaston County by deed dated August 31, 1987 and recorded in Book 1930 at Page 101 in the Gaston County Registry.

TRACT TWO:

BEGINNING at an iron pin located at the northwest corner of Thomas Childers as shown in Deed Book 1494 at Page 733 and Deed Book 1490 at Page 647 in the Gaston County Registry; and running thence with the western line of Childers and crossing State Road Number 2218 South 33 degrees 56 minutes 15 seconds West 842.24 feet to a p.k. nail located in the centerline of the P & N Railroad; thence with the centerline of said railroad North 71 degrees 47 minutes 45 seconds West 360 feet to an iron pin, said iron pin being a common corner with John R. Morgan, Jr. and shown in Deed Book 1368 at Page 889 in the Gaston County Registry; running thence North 5 degrees 14 minutes 52 seconds East 2,367.33 feet to an iron pin, said iron pin being the northeast corner of R. L. Buchanan as shown in Deed Book 1036 at Page 821 in the Gaston County Registry; thence South 84 degrees 58 minutes 22 seconds East 329 feet to an iron pin; thence with two lines of Superior Properties, Inc. as shown in Deed Book 518 at Page 93 in the Gaston County Registry South 04 degrees 13 minutes 40 seconds West 1332.87 feet to a point; thence South 41 degrees 33 minutes 37 seconds East 552 feet to an iron pin, the point and place of Beginning. The same being a 24.283 acre tract of land, said land having been acquired by Edith Poston by deed recorded in Deed Book 938 at Page 303 in the Gaston County Registry.

The foregoing description was taken from a survey by John W. Lineberger, Registered Surveyor, dated December 22, 1987, and entitled "Survey made at the request of Gaston County."

Being the identical Tract I conveyed to Gaston County by deed dated March 13 1990 and recorded in Book 2030 at Page 246 in the Gaston County Registry.

SAVE AND EXCEPT those portions of the above described property conveyed to Crawford Ray Jordan, Sr. and wife, Josie Lee Jordan by deed recorded in the Gaston County Registry in Deed Book 2340 at Page 3 in the Gaston County Registry, and described as Tract I containing 1.7909 acre and Tract II as containing 7.2091 acres.

TRACT THREE:

BEGINNING at an iron pin, the northernmost corner of Crawford R. Jordan, Sr., as show in Deed Book 1238 at Page 501 in the Gaston County Registry; and running thence with the northwestern lines of Jordan the following courses and distances: (1) North 87 degrees 53 minutes 11 seconds West 274.56 feet to an iron pin; (2) South 33 degrees 08 minutes 25 seconds West 436.31 feet to an iron pin; (3) South 69 degrees 10 minutes 10 seconds West 61.26 feet to an iron pin; (4) South 60 degrees 51 minutes 59 seconds West 207.84 feet to an iron pin; (5) North 83 degrees 46 minutes 16 seconds West 165.85 feet to an iron pin; (6) North 71 degrees 06 minutes 16 seconds West 77.62 feet to an iron pin, the common corner of Jordan and Frank T. Buchanan as shown in Deed Book 1318 at Page 110 and Deed Book 1268 at Pages 804 and 806 in the Gaston County Registry; thence with the northwestern lines of Buchanan the following courses and distances: (1) North 71 degrees 43 minutes 09 seconds West 16.45 feet to an iron pin; (2) South 64 degrees 52 minutes 12 seconds West 110.88 feet to an iron pin; (3) South 80 degrees 30 minutes 18 seconds West 125.26 feet to an iron pin; (4) South 31 degrees 00 minutes 45 seconds West 84.15 feet to an iron pin, said iron pin being located in the eastern line of Burlington

Manufacturing Company as shown in Deed Book 140 at Page 416 in the Gaston County Registry; thence with the eastern margin of Burlington Manufacturing Company North 2 degrees 53 minutes 30 seconds East 646.43 feet to a concrete monument located at the edge of a branch; thence continuing with the eastern line of Burlington Manufacturing Company North 01 degree 58 minutes 57 seconds East 734.63 feet to a concrete monument; thence North 2 degrees 00 minutes 17 seconds East 191.17 feet to an iron pin, the southeast corner of Douglas H. Wiggins as shown in Deed Book 1050 at Page 19 in the Gaston County Registry; thence North 00 degrees 43 minutes 03 seconds West 806.06 feet to an iron pin, the northeastern corner of Robert B. Ghatt as shown in Deed Book 1160 at Page 337 and Deed Book 664 at Page 456 in the Gaston County Registry; thence with the line of Ghatt North 79 degrees 26 minutes 59 seconds West 527.87 feet to an iron pin located in the branch; thence with the branch as it meanders the following courses and distances: (1) North 17 degrees 18 minutes 31 seconds West 58.07 feet; (2) North 75 degrees 51 minutes 30 seconds West 18.92 feet; (3) North 13 degrees 47 minutes 07 seconds East 63.70 feet; (4) North 88 degrees 01 minute 38 seconds West 41.97 feet; (5) North 25 degrees 38 minutes 52 seconds West 46.47 feet; (6) North 69 degrees 54 minutes 10 seconds West 68.01 feet; (7) North 48 degrees 18 minutes 11 seconds West 79.11 feet; (8) North 81 degrees 04 minutes 55 seconds West 24.85 feet; (9) South 26 degrees 41 minutes 31 seconds West 53.39 feet; (10) North 45 degrees 23 minutes 45 seconds West 71.45 feet; (11) North 89 degrees 41 minutes 11 seconds West 21.06 feet; (12) North 23 degrees 06 minutes 15 seconds East 37.81 feet; (13) North 58 degrees 28 minutes 57 seconds West 43.62 feet; (14) North 11 degrees 48 minutes 00 seconds West 19.19 feet; (15) North 70 degrees 10 minutes 34 seconds West 117.32 feet; (16) North 25 degrees 57 minutes 31 seconds West 59.48 feet; (17) North 46 degrees 55 minutes 34 seconds West 66.79 feet; (18) North 60 degrees 36 minutes 47 seconds West 15.07 feet; thence with the eastern line of Charles T. Stowe, Jr., et al as shown in Deed Book 1210 at Page 170 in the Gaston County Registry North 18 degrees 13 minutes 41 seconds East 933.37 feet to an iron pin; thence North 20 degrees 55 minutes 10 seconds East 516.43 feet to an iron pin, the common corner with Jefferson Pilot Broadcasting Company; thence with the southern line of Jefferson Pilot Broadcasting Company North 73 degrees 28 minutes 49 seconds East 1,765.93 feet to an iron pipe, said iron pipe being a common corner of Jefferson Pilot Broadcasting Company and Belmont Land and Investment Company (now or formerly), as shown in Deed Book 466 at Page 144, and of Belmont Land and Investment Company (now or formerly) as shown in Deed Book 680 at Page 255 in the Gaston County Registry; thence with the lines of Belmont Land and Investment Company (now or formerly) as shown in Deed Book 680 at Page 255 the following courses and distances: (1) South 04 degrees 57 minutes 18 seconds West 362.71 feet to a concrete monument; (2) South 57 degrees 31 minutes 27 seconds West 1572.25 feet to a post oak; (3) South 58 degrees 17 minutes 59 seconds East 1670.56 feet to an iron pin; (4) South 85 degrees 30 minutes 03 seconds East 165 feet to an iron pin; (5) South 45 degrees 51 minutes 28 seconds East 200.60 feet to an iron pin; thence with the southern line of Dole D. Tallent as shown in Deed Book 1454 at Page 363, and crossing the Spencer Mountain Lowell Road (State Road Number 2201) South 47 degrees 05 minutes 04 seconds East 639.46 feet to an iron pin; thence South 47 degrees 41 minutes 02 seconds East 230.84 feet to an iron pin; thence South 32 degrees 11 minutes 18 seconds West, again crossing the Spencer Mountain Lowell Road (State Road Number 2201), 1675.82 feet to the point or place of Beginning. The same being a 150.3065 acre tract acquired by Edith Poston by deed recorded in Deed Book 892 at Page 164 in the Gaston County Registry.

The foregoing description was taken from a survey by John W. Lineberger, Registered Surveyor, dated December 22, 1987, entitled "made at the request of Gaston County."

Being the identical Tract II conveyed to Gaston County by deed dated March 13 1990 and recorded in Book 2030 at Page 246 in the Gaston County Registry.

TRACT FOUR:

LYING AND BEING in Gaston County, North Carolina, and partially in Gastonia Township and partially in Southpoint Township and further described from plat of survey made by Findlay, Withers and McConnaughey, Inc., Registered Surveyors, dated October, 1964, and entitled "Property to be conveyed to James Huffman", and further described as follows:

BEGINNING at an iron (formerly stake and stones) situate at the intersection of the west and south lines of George Poston (formerly Ranlo Manufacturing Company lines) with the north line of other Poston property (Deed Book 372 at Page 259) and runs thence with the Poston (formerly Ranlo Manufacturing Company) line North 02 degrees 08 minutes West 454.27 feet to an old iron west of Duke Power Company high tension pole line; thence with nine (9) lines of Poston as follows: South 82 degrees 42 minutes East 302.92 feet to an old iron at a Walnut; thence North 81 degrees 40 minutes East 360 feet to an old iron; thence North 43 degrees 18 minutes West 482.64 feet to an old iron; thence North 89 degrees 00 minutes West 275.29 feet to an old iron at a double oak; thence South 31 degrees 34 minutes West 436.47 feet to an old iron; thence South 67 degrees 37 minutes West 61.30 feet to an old iron at a gum; thence South 59 degrees 34 minutes West 207.5 feet to an old iron; thence North 85 degrees 15 minutes West 165.75 feet to an old iron; thence North 72 degrees 41 minutes West 93.75 feet to an old iron at a birch; and continuing thence South 63 degrees 36 minutes West 110.95 feet to an iron; thence South 79 degrees 13 minutes West 125.37 feet to an old iron; thence South 29 degrees 09 minutes West 84.0 feet to an old iron; thence South 15 degrees 27 minutes East 108.0 feet to a concrete monument in the north line of Stroup Estate property (now or formerly); thence with said line South 86 degrees 23 minutes East 309.63 feet to an old iron, common corner of Stroup Estate and Poston; thence with Poston line South 77 degrees 59 minutes East 386.38 feet to the point or place of beginning.

SAVE AND EXCEPT that portion of above described property conveyed to R. L. Buchanan by deed recorded in the Gaston County Registry in Deed Book 592 at Page 511; said tract as described containing 11½ acres, more or less, and 9.97 acres, more or less, remaining after said exception.

Being the identical property conveyed to Gaston County by deed dated January 14, 1994 and recorded in Deed Book 2337 at Page 605 in the Gaston County Registry.



City of Lowell Parks and Recreation Rules Governing Community Center Rentals

1. Scheduling, Changes, and Cancellation

- a. The Lowell Community Center (“Center”) is provided by the City of Lowell primarily for the use and convenience of the citizens within the corporate bounds of the City of Lowell. Others may be permitted to use the premises when their use is not in conflict with the use by the citizens of Lowell.
- b. All persons desiring to use the Center for a group, organizational meeting or other function, shall execute an **formal application “Use Contract”**. This contract is to be in a form and manner specifically approved by the City Council. The original contract shall remain at City Hall, or in the custody of the City. Copies of the “Use Contract” executed by the applicant shall be given to the person wishing to use the center, the City of Lowell Police Department and the City’s designated control person or group.
- c. Anyone desiring to use the Center should make a request at the Lowell City Hall during regular business hours (**8:30 am – 5:00 pm**, Monday through Friday). All applicants must complete the **application “Use Contract”** and make the required security deposit hereinafter described. Applicants for the use of the Center shall not be accepted more than six (6) months before the date of use. No one may be permitted to pre-arrange the use of the Center more than two events every six (6) months. Applicants wishing to use the Center on a more regular basis should submit a written request specifying the day and time of desired use. These requests are to be submitted to the City Council for approval.
- d. All clubs and organizations desiring to use the Center on a regular basis should submit a special written request specifying the day and time of desired use. A form will be provided for this purpose. These requests are to be submitted to the City Council for approval and the City will notify the organization when or if the request is approved or denied.
- e. The majority of the members of all clubs or organizations specifically approved and using the Center on a regular basis must be a citizen and resident of the city of Lowell.
- f. All reservation cancellations must be made in writing. Deposits will be refunded in full if the reservation is cancelled prior to your event. Usage fees are non-refundable. Requests to change the time or date of an event will be accepted in writing **only if the City receives a cancellation notice ten (10) business days prior to the event**. Approval is subject to facility availability. **Additional rental fees must be paid in full at the time of the change. ~~Date changes will be treated as a cancellation and new reservation.~~**
- g. The City, acting in good faith, may cancel your event in circumstances where the facility you requested becomes unsafe for your intended use. Such circumstances include but are not limited to, natural disasters, environmental hazards, civil disturbances or other events affecting public health and safety. In such circumstances, the City is under no obligation to refund your rental fee or any of your deposits, but it may do so at its sole discretion. The City will attempt to give you reasonable notice of the cancellation.
- h. Those using the Community Center shall exercise proper care and prudence. Anyone abusing the building, furnishings or grounds will forfeit their use privilege and deposit. The applicant will be, in addition to, responsible for any additional costs associated with the clean-up and or repairs resulting from the misuse of the facility. The City, through duly designated employees and / or representatives, will have the responsibility and authority to deny use to any person(s), clubs or organizations that violate proper care of the facility.

2. Deposits and Payment

- a. Usage fee is due in full at time of the facility reservation.
- b. At the time the use fee is paid, applicant shall pay security deposit for all applicable rental facilities the applicant is renting. The deposit shall be held by the City, without accruing interest, as security to secure full performance of Applicant's obligations including damages to the Premises. The deposit is not a limitation upon any City claim for damage.
- c. Security deposits are 100% refundable provided the following conditions are met:
 - The facility (including outside) are left in clean and orderly condition per the "Facility Inspection Checklist."
 - Use of the facility does not exceed the scheduled time.
 - The facility and its contents are accounted for and undamaged.
 - All rules and procedures governing City of Lowell facility use are met.If the above conditions are not met to the satisfaction of city staff, an appropriate fee will be deducted from the security deposit. If cleaning and/or repair costs exceed the amount of the security deposit, the rental group will be billed. Repairs will be billed at the full replacement cost incurred, including labor.
- d. Security Deposits must be paid in cash only.
- e. If a security deposit has not been picked up within one week from the event, the City of Lowell has the right to apply the deposit to the community center renter's water account if they are a resident of Lowell.
- f. ~~Potential facility renters must have an active water account if paying for a rental in order for a credit card to be accepted.~~

3. Deposits and Payment

- a. Usage fee is due in full at time of the facility reservation.
- b. At the time the use fee is paid, applicant shall pay security deposit for all applicable rental facilities the applicant is renting. The deposit shall be held by the City, without accruing interest, as security to secure full performance of Applicant's obligations including damages to the Premises. The deposit is not a limitation upon any City claim for damage.
- c. Security deposits are 100% refundable provided the following conditions are met:
 - The facility (including outside) are left in clean and orderly condition per the "Facility Inspection Checklist."
 - Use of the facility does not exceed the scheduled time.
 - The facility and its contents are accounted for and undamaged.
 - All rules and procedures governing City of Lowell facility use are met.If the above conditions are not met to the satisfaction of city staff, an appropriate fee will be deducted from the security deposit. If cleaning and/or repair costs exceed the amount of the security deposit, the rental group will be billed. Repairs will be billed at the full replacement cost incurred, including labor.
- d. Security Deposits must be paid in cash only.
- e. If a security deposit has not been picked up within one week from the event, the City of Lowell has the right to apply the deposit to the community center renter's water account if they are a resident of Lowell.

4. Liability and Insurance Requirements

- a. The City reserves the right to require the applicant to obtain a liability insurance policy.
- b. Applicant shall indemnify and hold harmless the City from any and all claims and expenses for loss or liability made against the City by any person or entity of personal injury or property damage that results directly or indirectly from any act, incident occurring in, upon, or about the Premises as a result of the acts, errors or omissions of the Applicant, its agents or event patrons, or arising in connection with the

operations, use and occupancy of the Premises by Applicant, its agents or event patrons. Applicant further waives all claims against the City on the account of any loss, damage, injury from whatever cause which may occur to it or its property in the use and occupancy of the premises, the delivery of this waiver being one of the considerations upon which this agreement is accepted.

5. Parking and Noise

- a. Vehicles must remain in designated parking areas.
- b. No parking on the grass.
- c. Noise volume must be contained to the boundaries of the park/building.

6. Food and Drink (Catering and Alcohol)

- a. Alcohol is prohibited at all City owned facilities.
- b. Food is welcome at all facilities. Applicants are responsible for the care and condition of any kitchen equipment being used.
- c. All applicable Health Department rules apply governing food handling.
- d. Grease fryers are not allowed at Parks and Recreation facilities.
- e. Grills are not allowed inside the Community Center nor on the Community Center porch.

7. Community Center General Rules

- a. The maximum number of people allowed inside the Community Center is 50 47.
- b. Community Center rentals may begin at 9:00am. All Community Center activities shall cease by 10:00pm.
- c. The sale of goods and merchandise are prohibited.
- d. No illegal activity will be allowed on the premises of any facility owned or operated by the City of Lowell.
- e. All Parks and Recreation facilities are tobacco-free and smoke-free.
- f. Only folding tables and chairs may be moved. All other furnishings must remain in place.
- g. All decorations and other equipment must be removed immediately following the use of the facility. At no time shall nails, tacks, tape, etc. be attached to the walls, floors, ceilings, or posts of the facility.
- h. Authorized employees of the City of Lowell and/or their representatives shall be granted access to any facility.
- i. Bob Bolick Park is a separate facility from the Lowell Community Center. Applicants using the Community Center are welcome to use Bob Bolick Park but do not have exclusive use to Bob Bolick Park.

8. Prohibited Activities/Items:

- a. Prohibited activities/items include, but are not limited to, bounce houses, inflatable play equipment, trampolines, fountains, swimming pools, mechanical rides, water slides, any form of activity that involves the use of running water, aircraft, climbing walls, dunk tanks, fireworks, firecrackers, explosives, rockets, flammable material, golf, horseback riding, hot air balloons, model airplanes, petting zoos, pony rides, search lights, and metal detecting on athletic fields.
- b. Weapons, including but not limited to such items such as knives, firearms, bows and arrows, martial arts weapons, are prohibited.

9. Business Activity/Use and Solicitations

- a. Soliciting, selling, peddling, advertising, distribution, posting for a commercial purpose of personal gain of any printed handbills, circulars, or signs, or erecting any signboard, sign, billboard, bulletin board, post, pole, or device of any kind for advertising is prohibited.

- b. It is unlawful to conduct any type of business activity in any park without first obtaining a Temporary Use Permit. Business activity shall include, but not limited to, sale of food, beverages or merchandise, providing classes or other forms of instruction for a fee or other valuable consideration, or use of a park facility for advertising any business, product, or service.

10. Temporary Use Permits

- a. Specially requested activities that involve short-term use of City facilities and grounds for non-City sponsored activities or uses must obtain a temporary use permit.
- b. Temporary use permits for such activities shall be issued only after finding that the issuance of such permits will not be inconsistent with the purposes for which the facility is established and maintained and will cause the minimum possible interference with the use of the area by the general public. The permit may contain such reasonable conditions and restrictions as to the duration and area occupied as are necessary for the protection of the area and public use thereof.

11. Facility Set Up and Clean Up

- a. The renter is responsible for bringing his/her own cleaning supplies, trash bags, and paper towels. Toilet paper and a broom/dust pan will be provided.
- b. The renter is responsible for set-up including moving portable furnishings and setting up tables and chairs as well as take down and clean up.
- c. There is no pre-setup or staging prior to applicant's date/hours.
- d. All furnishings must be returned to their original locations and equipment properly stored. Use caution so that floors and walls are not damaged. The City will not be liable for any personal injuries or damage to personal property. Please see the agreement section of the Facility Use Request Form.
- e. Floors should be left clean (no food, crumbs, or confetti) and no sticky spots from spilled drinks.
- f. All items brought into the facility by the renter must be removed by the end of the rental. Renters must remove all food, materials, non-City equipment, decorations and garbage. Refer to the "Facility Inspection Checklist" for a list of tasks you are required to complete at the conclusion of your event. It is your responsibility to properly dispose of trash and leave the facility clean and intact. Tables stained as a result of your use will be assessed a cleaning fee. At the conclusion of your event, you must complete a "Facility Inspection Checklist" and place in the kitchen.

12. Pets and Service Animals

- a. All dogs and/or pets must be kept on a leash and under the control of its owner.
- b. Pets are not allowed in the Community Center or Concession Stand with the exception of Service Animals.



City of Lowell Parks and Recreation Rules Governing Shelters, Ballfield, and Concession Stand Rentals

1. Rentals, Scheduling, Changes, and Cancellation

- a. Anyone desiring to reserve the ballfield, concession stand, or shelters should make a request at the Lowell City Hall during regular business hours (8:30 am – 5:00 pm, Monday through Friday). All applicants must complete an application and make any required security deposit hereinafter described. Applications shall not be accepted more than six (6) months before the date of use.
- b. All clubs and organizations desiring to use the shelters on a regular basis should submit a special written request specifying the day and time of desired use. A form will be provided for this purpose. These requests are to be submitted to the City Council for approval and the City will notify the organization when or if the request is approved or denied.
- c. The majority of the members of all clubs or organizations specifically approved and using the shelters on a regular basis must be a citizen and resident of the city of Lowell.
- d. All reservation cancellations must be made in writing. Deposits will be refunded in full if the reservation is cancelled prior to your event. Usage fees are non-refundable. Requests to change the time or date of an event will be accepted in writing **only if the City receives a cancellation notice ten (10) business days prior to the event.** Approval is subject to facility availability. Additional rental fees must be paid in full at the time of the change. ~~Date changes will be treated as a cancellation and new reservation.~~
- e. The City, acting in good faith, may cancel your event in circumstances where the facility you requested becomes unsafe for your intended use. Such circumstances include but are not limited to, natural disasters, environmental hazards, civil disturbances or other events affecting public health and safety. In such circumstances, the City is under no obligation to refund your rental fee or any of your deposits, but it may do so at its sole discretion. The City will attempt to give you reasonable notice of the cancellation.
- f. Those using the shelters or ballfield shall exercise proper care and prudence. Anyone abusing the structures, furnishings or grounds will forfeit their use privilege and deposit. The applicant will be, in addition to, responsible for any additional costs associated with the clean-up and or repairs resulting from the misuse of the facility. The City, through duly designated employees and / or representatives, will have the responsibility and authority to deny use to any person(s), clubs or organizations that violate proper care of the facility.

2. Deposits and Payment

- a. Usage fee is due in full at time of the facility reservation.
- b. At the time the use fee is paid, applicant shall pay any applicable security deposits for all rental facilities the applicant is renting. The deposit shall be held by the City, without accruing interest, as security to secure full performance of Applicant's obligations including damages to the Premises. The deposit is not a limitation upon any City claim for damage.
- c. Security deposits are 100% refundable provided the following conditions are met:
 - Use of the facility does not exceed the scheduled time.
 - The facility and its contents are accounted for and undamaged.
 - All rules and procedures governing City of Lowell facility use are met.

If the above conditions are not met to the satisfaction of city staff, an appropriate fee will be deducted from the security deposit. If cleaning and/or repair costs exceed the amount of the security deposit, the rental group will be billed. Repairs will be billed at the full replacement cost incurred, including labor.

- d. Security Deposits must be paid in cash only.
- e. If a security deposit has not been picked up within one week from the event, the City of Lowell has the right to apply the deposit to the community center renter's water account if they are a resident of Lowell.

3. Liability and Insurance Requirements

- g. The City reserves the right to require the applicant to obtain a liability insurance policy.
- h. Applicant shall indemnify and hold harmless the City from any and all claims and expenses for loss or liability made against the City by any person or entity of personal injury or property damage that results directly or indirectly from any act, incident occurring in, upon, or about the Premises as a result of the acts, errors or omissions of the Applicant, its agents or event patrons, or arising in connection with the operations, use and occupancy of the Premises by Applicant, its agents or event patrons. Applicant further waives all claims against the City on the account of any loss, damage, injury from whatever cause which may occur to it or its property in the use and occupancy of the premises, the delivery of this waiver being one of the considerations upon which this agreement is accepted.

4. Parking and Noise

- i. Vehicles must remain in designated parking areas.
- j. No parking on the grass.
- k. Noise volume must be contained to the boundaries of the park.

5. Food and Drink (Catering and Alcohol)

- a. Alcohol is prohibited at all City owned facilities.
- b. Food is welcome at all facilities. Applicants are responsible for the care and condition of any kitchen equipment being used.
- c. All applicable Health Department rules apply governing food handling.
- d. Grease fryers are not allowed at Parks and Recreation facilities.

6. General Rules

- a. Park shelter and ballfield rentals may begin at 9:00am. All park activities shall cease at 10:00pm.
- b. The sale of goods and merchandise are prohibited with the exception of food and drink when renting the concession stand. The concession stand is only available to be reserved when the renter is also reserving the ballfield.
- c. No illegal activity will be allowed on the premises of any facility owned or operated by the City of Lowell.
- d. All Parks and Recreation facilities are tobacco-free and smoke-free.
- e. Only folding tables and chairs may be moved. All other furnishings must remain in place.
- f. All decorations and other equipment must be removed immediately following the use of the facility. At no time shall nails, tacks, tape, etc. be attached to the walls, floors, ceilings, or posts of the facility.
- g. Authorized employees of the City of Lowell and/or their representatives shall be granted access to any facility.
- h. A person having a ball field reserved must exercise good judgement in the use of field after a rain. Extremely wet fields shall not be used. Damages caused to a field by using it while too wet shall be repaired or paid by the person(s) reserving the field.

- i. Athletic fields located at Harold Rankin Park are only available for reservation for organized sports group use. Please note that parks are open to the public and cannot be denied access. The reservation provides exclusive use of the ball field during the scheduled time on the application.

7. Prohibited Activities/Items:

- a. Prohibited activities/items include, but are not limited to, bounce houses, inflatable play equipment, trampolines, fountains, swimming pools, mechanical rides, water slides, any form of activity that involves the use of running water, aircraft, climbing walls, dunk tanks, fireworks, firecrackers, explosives, rockets, flammable material, golf, horseback riding, hot air balloons, model airplanes, petting zoos, pony rides, search lights, and metal detecting on athletic fields.
- b. Weapons, including but not limited to such items such as knives, firearms, bows and arrows, martial arts weapons, are prohibited.

8. Business Activity/Use and Solicitations

- a. Soliciting, selling, peddling, advertising, distribution, posting for a commercial purpose of personal gain of any printed handbills, circulars, or signs, or erecting any signboard, sign, billboard, bulletin board, post, pole, or device of any kind for advertising is prohibited.
- b. It is unlawful to conduct any type of business activity in any park without first obtaining a Temporary Use Permit. Business activity shall include, but not limited to, sale of food, beverages or merchandise, providing classes or other forms of instruction for a fee or other valuable consideration, or use of a park facility for advertising any business, product, or service.

9. Temporary Use Permits

- a. Specially requested activities that involve short-term use of City facilities and grounds for non-City sponsored activities or uses must obtain a temporary use permit.
- b. Temporary use permits for such activities shall be issued only after finding that the issuance of such permits will not be inconsistent with the purposes for which the facility is established and maintained and will cause the minimum possible interference with the use of the area by the general public. The permit may contain such reasonable conditions and restrictions as to the duration and area occupied as are necessary for the protection of the area and public use thereof.

10. Facility Set Up and Clean Up

- a. The renter is responsible for bringing his/her own cleaning supplies, trash bags, and paper towels.
- b. The renter is responsible for set-up including moving portable furnishings and setting up tables and chairs as well as take down and clean up.
- c. There is no pre-setup or staging prior to applicant's date/hours.
- d. All furnishings must be returned to their original locations and equipment properly stored. Use caution so that floors and walls are not damaged. The City will not be liable for any personal injuries or damage to personal property. Please see the agreement section of the Facility Use Request Form.
- e. All items brought into the facility by the renter must be removed by the end of the rental. Renters must remove all food, materials, non-City equipment, decorations and garbage. It is the renter's responsibility to properly dispose of trash and leave the facility clean and intact. Tables stained as a result of renter's usage will be assessed a cleaning fee.

11. Pets and Service Animals

- a. All dogs and/or pets must be kept on a leash and under the control of its owner.
- b. Pets are not allowed in the Concession Stand with the exception of Service Animals.

**INTERLOCAL AGREEMENT
FOR THE ENFORCEMENT OF STATE FIRE CODES**

This Agreement made on the last date set out below, by and between the City of Lowell, a municipal corporation having a charter granted by the State of North Carolina, hereafter referred to as “Lowell”, and the City of Gastonia, a North Carolina municipal corporation (hereinafter referred to as “Gastonia”);

WITNESSETH:

WHEREAS, Article 20 of Chapter 160A of the General Statutes of the State of North Carolina authorizes among other things the contractual exercise by one unit of local government for one or more other units of any administrative or governmental power, function, public enterprise, right, privilege, or immunity of local government; and,

WHEREAS, pursuant to N.C. Gen. Stat. Chapter 160A, Article 20 upon official request from the governing body of another municipality, Gastonia may by agreement exercise enforcement powers within another municipality and upon such direction may do so until such time as the Lowell governing body officially withdraws its request;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, the parties hereto agree as follows:

1. Purpose. The Purpose of this agreement is to provide for the transfer of jurisdiction to the Gastonia Fire Department responsibility for enforcement of the State Fire Codes listed in the attached Exhibit “A”, which are incorporated herein by reference. This Agreement is not to establish any kind of joint agency or partnership agreement between the parties.
2. Term. The term of this Agreement begins on the last date set out below and continues through June 30, 2022 and shall automatically renew each fiscal year thereafter, unless terminated as provided herein.
3. Responsibilities.
 - a. Lowell. Lowell agrees to:
 1. Provide any pre-permit or pre-inspection review of any applicable Municipal Zoning ordinances or regulations, including any requirements of any other State or local agencies prior to issuance of zoning permit if needed;
 2. Provide to Gastonia a written Certification that the above mentioned inspections have been approved by Lowell if requested to do so in writing by Gastonia; and
 3. Allow Gastonia to retain any fees collected pursuant to enforcement of the ordinance or permit fees.
 - b. Gastonia. The City of Gastonia agrees to:

1. Issue Fire Permits in accordance Section 105.6 and 105.7 of the North Carolina Fire Code.
2. Conduct site inspections based on the North Carolina Fire Code Schedule; and
3. Seek judicial or equitable enforcement of said codes or ordinances when necessary in the Gastonia's discretion.

4. Geographic Jurisdiction. Gastonia shall have the authority to enforce the code and ordinances in the geographical jurisdiction stated in Exhibit "B", which is attached hereto and incorporated by reference.

5. Personnel. Gastonia shall employ and provide personnel sufficient to perform inspection duties for the Lowell.

6. Cost. The cost of services provided by Gastonia shall be set forth in Exhibit "A", which is attached hereto and incorporated by reference. All fees shall be collected by Gastonia. Failure to receive fees associated with this Agreement will result in termination of this Agreement.

7. Termination. Lowell or Gastonia may terminate the agreement upon a thirty (30) day written notice to the Manager or Mayor of the governing unit.

8. Amendment. This Agreement may only be amended in writing upon the signature of both parties. No oral agreements shall have any effect.

9. Entire Agreement. This Agreement is the only agreement between the parties relating to the subject matter or purpose described in paragraph 1, contains all the terms agreed upon, and replaces any previous agreements related to such purpose or subject matter. This agreement has no effect upon enforcement of codes or ordinances not specifically mentioned. If any part of this agreement is held invalid such decision shall not render the document invalid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by themselves for their duly authorized offices of the day and year last set out below.

City of Gastonia

By: _____
Walker E. Reid, III, Mayor

Attest:

Suzanne J. Gibbs, City Clerk

Approved as to Form:

L. Ashley Smith, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

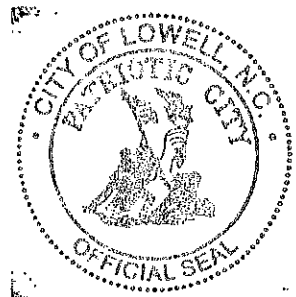
I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the (Deputy) City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its (Deputy) City Clerk.

CITY OF LOWELL

By: Sandy Railey
Sandy Railey, Mayor

Attest:

Beverly Harris
Beverly Harris, City Clerk



Approved as to Form

[Signature]
City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Sue H. Lowe, a Notary Public of the aforesaid County and State, do hereby certify that Beverly Harris personally appeared before me this day and acknowledged that she is the City Clerk of the City of Lowell and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and Notarial Seal, this the 16th day of September, 2021.

Sue H. Lowe

My Commission Expires: 12.10.24

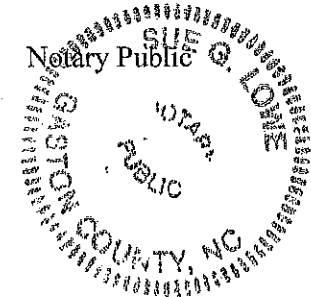


Exhibit "A"

Codes:

Latest addition of the North Carolina Fire Prevention Code, as well as all Referenced Standards listed in the above mentioned Code.

County Ordinances:

None

Jurisdiction:

Incorporated area and extraterritorial jurisdiction of City of Lowell

Costs:

Fire permits and inspections --fees and fines collected

EXHIBIT B
GEOGRAPHIC JURISDICTION

**NORTH CAROLINA
GASTON COUNTY**

**INTERLOCAL AGREEMENT FOR REAL PROPERTY
DEVELOPMENT AND ENFORCEMENT SERVICES**

This Agreement is made and entered into this _____ day of _____, 2021, by and between the City of Gastonia, a North Carolina municipal corporation (hereinafter referred to as "Gastonia"), the City of Lowell, a North Carolina municipal corporation (hereinafter referred to as "Lowell"), Gaston County, a body politic and a subdivision of the State of North Carolina (hereinafter referred to as "County") and Northpoint Development, LLC, a Missouri Limited Liability Company (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes units of local government to enter into contracts with each other in order to execute any undertaking including the contractual exercise by one unit of local government for one or more other units of any administrative or governmental power, function, public enterprise, right, privilege, or immunity of local government; and,

WHEREAS, Owner is the owner of that certain parcel or parcels of real property designated as _____ (hereinafter the "Property") and has proposed the Property be developed for commercial purposes to include multiple large scale commercial or industrial buildings together with all necessary transportation, street and utility infrastructure needed to support such development; and,

WHEREAS, a portion of the Property is located within the municipal boundaries of Gastonia and a portion of the Property is located within the municipal boundaries of Lowell; and,

WHEREAS, the development of the Property will inure to the benefit of the citizens of Gaston County, Gastonia, and Lowell by increasing the tax base, diversifying the economy and providing jobs; and,

WHEREAS, Gastonia, Lowell, and County desire to promote the most efficient development of the Property for the benefit of their citizens by providing that one jurisdiction act as lead agency for submission of plans and permit requests, , coordinating review and approval of such requests, and for building plan review, inspection and enforcement services required for the proposed development; and,

WHEREAS, Lowell and County have previously entered into an Interlocal Agreement for the Inspection of Unsafe Buildings Inside Lowell City Limits dated October 13, 2013, and intend by execution of this Interlocal Agreement to exempt the Property referenced above from that agreement so that Gastonia can act as lead agency for submission of plans and permit requests, coordinating review and approval of such requests, and for building plan review, inspection and enforcement services required for the proposed development as described further herein; and

WHEREAS, Owner wishes to join in the execution of this Agreement for the purpose of providing written consent to the terms of this Agreement as may be provided in North Carolina General Statutes Section 160D-203:

NOW, THEREFORE, it is agreed by the parties hereto that Gastonia through its Development Services Department and Two Rivers Utilities shall receive all development plans and permit requests, coordinate with respect to the timing of review and approval, including any necessary planning or

engineering approval by the City of Lowell, and shall provide all building plan review, inspection and enforcement services required for the development of the Property, whether located within the municipal boundaries of Gastonia or the municipal boundaries of Lowell on the terms and conditions set forth below:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions for the governmental entities to cooperate with respect to the receipt of development plans and permit requests, to coordinate timely review and/or approval of such plans or permit requests, to provide an efficient process for invoicing and payment of fees and charges relating to development and enforcement services, and for Gastonia to contract with County and Lowell to serve as the lead agency for building plan review, inspection, and enforcement services for the development of the Property. This Agreement is not to establish any kind of joint agency or partnership agreement between the parties.

2. Term. The term of this Agreement shall be for an initial term of three (3) years from the date that this Agreement is fully executed by both parties. This Agreement shall automatically renew each year thereafter for successive one (1) year terms unless terminated as provided herein.

3. Responsibilities.

A. Gastonia, through its Development Services Department and Two Rivers Utilities agrees to timely review Development Plans, including site plans and/or permit requests with regard to that portion of the Property lying within the municipal boundaries of Gastonia; to cooperate with Lowell in furtherance of timely responses to all development plans, permit requests, and inspections; to receive all development plans and permit requests through its Planning Services portal or by other equivalent methods; to provide Lowell with timely notice of the receipt of such plans or permit requests relating to property lying within the municipal boundaries of the City of Lowell; , to provide building plan review, any and all inspection services, and any and all ordinance enforcement services; and to provide any and all water and sewer services needed in connection with the development of the Property.

B. Lowell, through its Development Services Department and/or Planning Department, agrees to timely review Development Plans, including site plans and/or permit requests with regard to that portion of the Property lying within the municipal boundaries of Lowell and to cooperate with Gastonia in furtherance of timely responses to all development plans, permit requests, and inspections. Gastonia, County and Lowell agree that while providing building plan review, inspection and enforcement services, Gastonia shall be authorized to and shall apply and enforce the respective Development Ordinances applicable to the portion of the Property where such inspection or enforcement services are being performed. County and Lowell do hereby confer upon Gastonia the necessary geographical and subject matter jurisdiction to carry out the intent of this Agreement on behalf of County and Lowell with regard to that portion of the Property located within the municipal boundaries of Lowell.

C. Gastonia shall invoice, collect and retain all fees for Development Services, including site plan review and engineering review, relating to the portion of the Property lying or situated within the municipal boundaries of the City of Gastonia; and shall invoice, collect and retain all fees for building plan review, inspections or enforcement, according to the fee schedules of the respective Development Ordinances, for all portions of the Property subject to this Agreement.

D. Lowell shall invoice, collect and retain all fees for Development Services, including site plan review and engineering review, relating to the portion of the Property lying or situated within the municipal boundaries of the City of Lowell.

D. Upon proper completion of construction of the water and sewer utilities by the owner of the Property, Gastonia shall accept said utilities into its Two Rivers Utilities system and shall provide all water

and sewer services to the Property in accordance with the rate schedule adopted by the City Council of the City of Gastonia. All fees associated with the provision of water and sewer services to the Property shall be retained by Gastonia, provided that stormwater fees associated with any portion of the property lying within the municipal boundaries of Lowell shall be remitted to Lowell.

E. Electric service to the property shall be supplied in accordance with the service rights established pursuant to North Carolina General Statute.

F. Upon proper completion of construction and dedication to the public of the streets serving the Property by the owner of the Property, Gastonia and Lowell shall each accept and maintain any portion of said streets that lie within their respective municipal boundaries.

G. County shall assess and collect all ad valorem taxes associated with any portion of the Property or any building constructed on the Property which lies within the boundaries of either Gastonia or Lowell, and shall remit the municipal ad valorem taxes collected from the Property to the respective municipality in which the property subject to municipal ad valorem taxes were located.

4. Geographic and Subject Matter Jurisdiction. To the fullest extent permitted by the laws of the State of North Carolina and the United States, County and Lowell hereby grant to Gastonia the authority to enforce the respective land development ordinances as they now exist or as they may hereinafter be adopted and shall exercise and provide enforcement services using the applicable land development ordinances according to where the Property or portion of the Property is situated., Gastonia hereby accepts the authority herein granted and agrees fully and faithfully to perform the duties and responsibilities implied by the acceptance of this grant subject to the terms and conditions of this Agreement. Gastonia shall have the authority to enforce the code and ordinances in the geographical jurisdiction stated in Exhibit "A", which is attached hereto and incorporated by reference.

5. Amendment. This Agreement may not be amended or modified except in a writing executed by all parties hereto.

6. Entire Agreement and Severability. This Agreement is the only agreement between the parties relating to the purpose or subject matter described in paragraph 1, and contains all the terms agreed upon, and replaces any previous agreements regarding the subject matter. This Agreement has no effect upon enforcement of codes or ordinances not specifically mentioned herein. If any part of this Agreement is held invalid such decision shall not render the remainder of the document invalid.

7. Waiver of Immunity. No portion of this Agreement shall be deemed to constitute a waiver of any immunities which County or Gastonia or Lowell or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care on the part of either party to any persons not a party to this Agreement.

8. Termination. Upon completion of the development of the Property, this agreement may be terminated for convenience by any party by giving 60 days' written notice to the all other parties.

9. Notice. Any written notice to be given hereunder by either party to all other parties shall be by certified mail, return receipt requested to the address set forth below. Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this section.

City of Gastonia
Attention City Manger
P.O. Box 1748

Gastonia, NC 28053-1748

Gaston County
Attention County Manager
P. O. Box 1758
Gastonia, NC 28053-1758

City of Lowell
Attention City Manager
1010 W. First Street
Lowell, NC 28098

NorthPoint Development, LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate for themselves for their duly authorized officers on the day and year first above written.

City of Gastonia

By: _____
Walker E. Reid, III, Mayor

Attest:

Suzanne J. Gibbs, City Clerk

Approved as to Form:

L. Ashley Smith, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the (Deputy) City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its (Deputy) City Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Gaston County

By: _____
Its: _____

Attest:

Clerk to the Board of Commissioners

Approved as to Form

County Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____, this day, personally appeared before me this day and acknowledged that she is the Clerk of the Gaston County Board of Commissioners and that pursuant to the act of Gaston County, the foregoing instrument was signed in its name by Dr. Kim Eagle, County Manager, sealed with its corporate seal and attested by her as its Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2020.

Notary Public

My Commission Expires: _____

City of Lowell

By: Sandy Railey
Sandy Railey, Mayor

Attest:

Beverly Harris
Beverly Harris, City Clerk

Approved as to Form

John H. Hall, Jr.
City Attorney



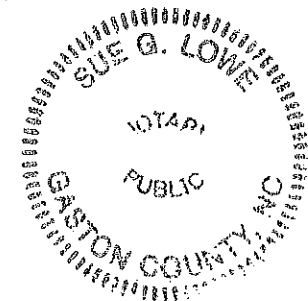
STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, Sue St. John, a Notary Public of the aforesaid County and State, do hereby certify that Beverly Harris personally appeared before me this day and acknowledged that she is the City Clerk of the City of Lowell and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and Notarial Seal, this the 16th day of September, 2021.

Sue St. John
Notary Public

My Commission Expires: 12-10-21



NorthPoint Development, LLC, Owner

By: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and being duly sworn, acknowledged that he/she is the President/General Partner/Manager (circle correct title) of NorthPoint Development, LLC, a Missouri limited liability company and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him/her as the act and deed of said company.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

To: Scott Attaway, City Manager
From: Thomas Shrewsbury, Public Works Director
Date: August 30, 2021
Re: Monthly Departmental Update

Water & Sewer

Most staff focused most of their attention in August on water loss detection and elimination.

Leaks repaired:

-2 inch main - Park Cir

-2 inch leak - Ford Dr.

-1313 N. Main - Repair water system damages caused by contractors.

Repair broken cut off valve on Wilkinson Blvd.

-6 inch main break on R.R right of way off N Main at the Lowell Bonded Warehouse

-6 inch leak at N. Main and Geer St.

-Locate old utilities and cap lines at the Times Oil location.

-New water tap - S. Main St

-New sewer tap - 1100 block of N Main St

To: Scott Attaway, City Manager
 From: Alex Blackburn, Planning Director/Code Enforcement
 Date: August 30, 2021
 Re: Monthly Departmental Update

Planning Department

Code Enforcement

For the month of August, 2021, City Staff was involved with 15 Complaints filed for violations of the City of Lowell Code of Ordinances. To date, 8 of the violations have been abated by the owner. The majority of complaints stem from bulk items left at the roadway as well as tall grass.

This past week I was notified that further action was requested in the enforcement of the Minimum Housing Code and I am working alongside Gaston County Inspectors to rectify the situation.

Zoning:

The Zoning Department has issued three zoning permits this month with four more pending payment.

ZP21-55	Internal Remodel	James Preston McNeill IV	1 Stowe Street	\$50	8/16/2021
ZP21-56	Fence Permit	Selvin Hernandez	3003 Lowell Road	\$25	8/20/2021
ZP21-57	Accessory/Solar Panels	Bleh Moo	7008 Whitewater Loop	\$25	8/20/2021
ZP21-58	Accessory/Pool and Deck	Shayne Doby	543 River View Drive	\$25	8/24/2021
ZP21-59	Single Family Residence	True Homes	1303 River Run Drive	\$100	8/26/2021
	Driveway Cut Permit	True Homes	1303 River Run Drive	\$25	
ZP21-60	Single Family Residence	Southwin Builder	1102 N Main Street	\$100	8/27/2021

Earlier in the month the City Council heard, and after public comment, approved the requested Rezoning of five properties along Oakland Drive. The request was granted and the properties were remanded from Single Family Residential-4 (SFR-4) to Industrial (IND).

The City Council also approved during the same meeting the Rezoning request for Parcel ID# 216857, from Single Family Residential-4 (SFR-4) to Industrial (IND).

At the request of the City Council, I was directed to begin procedure for a Zoning Text Amendment to the Lowell Development Ordinance in order to remove Beauty/Barber Shops from the Main Street Zoning District. This request was fulfilled and brought before the Planning Board during their regularly scheduled meeting on August 3, 2021. The Planning Board voted 3-1 against the proposal. During the August 10, 2021 Meeting, the City Council scheduled a Public Hearing on September 14, 2021 before consideration of the text amendment to Article 8, table 8.1.

The Lowell City Council also scheduled a Public Hearing to be held on September 14, 2021, for the Text Amendment proposed by the City Engineers and City Staff to include reference to the North Carolina Department of Transportation Manual regarding Construction Standards

regarding Stormwater Design Manual. If approved, the text will be added to Article 19, sections 14 and 21.

Planning:

The City of Lowell Planning Board met on August 3, 2021 and recommended in a 3-1 vote, to leave Beauty/Baber Shops within the Main Street Zoning District.

Under consideration, the Planning Board also voted on the proposed text amendment to the Lowell Development Ordinance to add reference to the NCDOT Manual regarding Construction Standards to be added to Article 19, Sections 14 and 21. This proposal garnered unanimous approval to be recommended for the City Council.

During this meeting, the Planning Board also reviewed the Preliminary Plat of the Lowell Woods Subdivision. No comments were recorded.

Stormwater:

The City Council will hold a public hearing regarding the proposed text amendment to add reference to the North Carolina Department of Transportation Subdivision Roads Minimum Construction Standards, to be placed in Article 19, Section 14 and referenced in Section 21.

As Stormwater Director, Mr. Thad Buchanan of the Public Works Department and myself attended the annual RiverFest at Kevin Loftin Riverfront Park in Belmont on August 7, 2021. We held a small display of pervious/impervious surfaces to demonstrate stormwater runoff and how the City of Lowell is working to ensure the cleanliness of our water runoff. In total, we interacted with 138 members of the public and handed out 70 coloring packets and brochures to children.

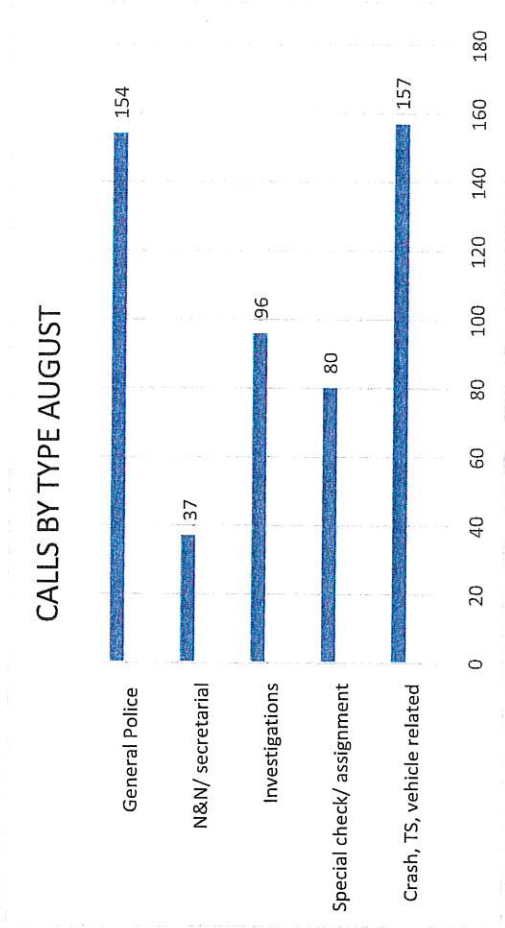
To maintain compliance, the annual SWMPA was completed and submitted to North Carolina Department of Environmental and Natural resources. Thomas Shrewsbury assisted in the answering of questions as well as Cristy Cummings.

POLICE REPORT AUGUST 2021

Grouped call type	Value
Crash, TS, vehicle related	157
Special check/ assignment	80
Investigations	96
N&N/ secretarial	37
General Police	154

Monthly calls August 2019-2021

2019	386
2020	367
2021	525





Ring's mission is to make neighborhoods safer. That's why Ring provides Neighbors as a free tool for communities to connect and share valuable safety information--whether or not they own a Ring device.

About Neighbors

Neighbors is a free app created for residents to connect and share hyper-local safety updates and information from reliable sources. Neighbors Public Safety Service is an interface that allows local public safety agencies to join Neighbors to help keep residents safe and informed.

Key Neighbors Features

- **Stay Informed:** Millions of residents in communities across the U.S. have joined Neighbors and use it to receive real-time, hyper-local safety updates from fellow neighbors and the public safety agencies that serve them.
- **Share Safety Updates:** Share safety-related updates with your community by creating a new post or commenting on existing posts in your local Neighbors feed.
- **Customize Your Experience:** Select your neighborhood area of interest and adjust your settings to see only the types of updates you wish to receive and how often you would like to receive them.
- **Helpful Safety Services:** In some neighborhoods, public safety agencies use Neighbors to connect with residents and share hyper-local safety updates in the communities they serve. Visit Ring's [Active Agency Map](#) to see if your local public safety agency is on Neighbors.
- **User Privacy & Control:** When using Neighbors, police and other public safety agencies can only view what residents have posted publicly to Neighbors or what they have shared in response to a [video request](#). Police and other public safety agencies do not have access to users' Ring devices, live streams or personal information when using Neighbors.

How to Join Neighbors



For Residents: Download the Neighbors App for free on [iOS](#), [Android](#) and [FireOS](#) devices. You do not need to own a Ring device or any home security system in order to participate on Neighbors.

For Public Safety Agencies: Visit Ring's website at communityprograms.ring.com to complete the form and learn more about NPSS.

To learn more about Neighbors, visit <https://ring.com/neighbors>

For media inquiries, contact media@ring.com

Parks and Recreation

August 2021 Monthly Report

Events

Music in the Park – cancelled due to inclement weather. New date will be Saturday, November 6 in the evening. We also have a morning event scheduled for that date, River Sweep Clean-Up event

Hosted Lunch is a Ready: A Drive-Thru BBQ Lunch for Seniors. 70 seniors signed up. Mayor Sandy Railey, Councilwoman Candy Funderburk, and Mr. John Cantrell volunteered their time to put together the plates of food from Kyle Fletcher's

Opened registration for Mobile Mammography by CaroMont Health. Event will be Friday, October 22 at Lowell City Hall

Promoting events

Co-hosted final 2 Storytimes at the Park events with the library for the summer

Finalizing details of the events

Securing trucks for Trucks in the Park and seeking out contacts with trucks

Answering questions and accepting vendor registration for Fall Festival (Festival in the Park) for October 9.

Athletics

Soccer practice began August 14. Three 3-4 soccer teams and one 7-8 soccer team

Creation of 3-4 soccer schedule. Communication with Belmont about 7-8 soccer team pertaining to schedule and roster information

Ordering and distributing of uniforms

Discussions with area Parks and Recreation Departments for fall sports plans and registration dates

Hosted a second in-person registration date at Harold Rankin Park. Two hour event, accepted 6 in-person registrations. Received three registrations at Dinosaurs in the Park at City's merchandise tent. Remaining registrations signed up online

Communication with Dolphins on field rental for football practice

General

General communications answering inquiries via phone, social media, email

Picking up trash, cleaning Community Center before rentals. Final Community Center rental on Sunday, August 29.

Met with contractors for bids for the Community Center projects.

Social media postings and website updates

LCC meeting preparation

Communication with Holbrook – new paved walking track that will benefit all Lowell residents. Walking track will be open to the community after school hours. Assisting with recommendations on fundraising (Dine to Donate event at Bubba's 33 and vendor set-up at City's events) and recommendations on promoting their fundraising.

Communication with NC State on P&R Master Plan. Meeting on September 8.

Finalized new trash collections brochure to be handed out to new customers. Brochure has also been uploaded to the website.

Lowell Volunteer Fire Department

Lowell, NC

This report was generated on 9/2/2021 1:18:32 PM



Incident Type Count per Station for Date Range

Start Date: 08/01/2021 | End Date: 08/31/2021

INCIDENT TYPE	# INCIDENTS
Station: 17 - STATION 17	
131 - Passenger vehicle fire	2
321 - EMS call, excluding vehicle accident with injury	2
322 - Motor vehicle accident with injuries	5
324 - Motor vehicle accident with no injuries.	6
440 - Electrical wiring/equipment problem, other	1
444 - Power line down	1
500 - Service Call, other	4
511 - Lock-out	1
531 - Smoke or odor removal	1
550 - Public service assistance, other	1
552 - Police matter	1
611 - Dispatched & cancelled en route	3
700 - False alarm or false call, other	2
733 - Smoke detector activation due to malfunction	2
# Incidents for 17 - Station 17:	32

Only REVIEWED incidents included.



emergencyreporting.com
 Doc Id: 857
 Page # 1 of 1

Finance

August 2021 Monthly Report

Utility Billing

Stormwater collection rates are approximately 95% of billed from our first month of billing

Approved fee schedule for new water and sewer rates have been updated in the billing software and were included in the most recent billing cycle

Finance

ARP funding has been deposited into our bank – we received more than expected with a total of \$592,139.85 in the first tranche. We are still awaiting further guidance on the US Treasury on allowable costs and contractor vs. subrecipient monitoring

Finance has been submitting PBC items to our auditors in order to complete the City's Fiscal Year 2021 Audit

City of Lowell, North Carolina
 FY 2022 Dashboard
 7/31/2021

Department	Budget	YTD thru 7-31-2021	Budget Remaining	Percent Remaining	Percent of FY21 Remaining
General Fund					
Administration	622,970.00	54,912.29	568,057.71	91%	92%
Public Safety	1,337,185.00	77,528.48	1,259,656.52	94%	92%
Public Works	276,078.00	12,082.14	263,995.86	96%	92%
Sanitation	264,548.00	23,786.44	240,761.56	91%	92%
Parks	183,225.00	17,813.99	165,411.01	90%	92%
Powell Bill	89,000.00	-	89,000.00	100%	92%
Total	2,773,006.00	186,123.34	2,586,882.66	93%	92%
Water/Sewer Fund					
Water/Sewer	1,093,520.00	89,905.49	1,003,614.51	92%	92%
Wastewater Treatment	291,081.00	22,445.23	268,635.77	92%	92%
Total	1,384,601.00	112,350.72	1,272,250.28	92%	92%
Stormwater Fund					
Stormwater	337,919.00	16,806.97	321,112.03	95%	92%
Total	337,919.00	16,806.97	321,112.03	95%	92%

Notes:
None

City of Lowell, North Carolina
 FY 2022 Revenue Dashboard
 7/31/2021

Type	Budget	YTD thru 7-31-2021	Budget Remaining	Percent Remaining	Percent of FY21 Remaining
General Fund					
General Fund	2,773,007.00	72,111.81	2,700,895.19	97%	92%
Water/Sewer Fund	1,349,601.00	113,557.50	1,236,043.50	92%	92%
Stormwater Fund	337,919.00	499.65	337,419.35	100%	92%
Total	4,460,527.00	186,168.96	4,274,358.04	96%	92%

Notes:
 1 - Stormwater collections are low as of 7/31 due to the timing of billing and mailing bills on 7/30. The collections made for Stormwater fees were pre-paid amounts. An analysis of year-to-date revenue for Stormwater revealed collections directly correlate to our budget when extrapolated on a month-to-month basis. Finance has no concerns and is pleased with the results of our first month of billing.