1. **MEETING CALLED TO ORDER**

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENT**

5. **APPROVAL OF AGENDA**

6. **CONSENT AGENDA**
   A. Approval of Meeting Minutes – Special Called Meeting of June 2, 2020 (Pages 3-9)

   B. Approval of Recommendation to Enter into an Encroachment Agreement for Little Buffalo Sanitary Sewer Rehabilitation Project (Pages 10-29)

   C. Approval of Resolution Authorizing Sanford ABC Board’s Adoption of the Travel Policy of the City of Sanford as the Travel Policy of the Sanford ABC Board (Page 30)

   D. Approval of Preliminary Plat Renewal for Eagle Crest Place Subdivision (Pages 31-35)

   E. Approval of Preliminary Plat for Moncure Hills Subdivision (Pages 36-70)

   F. Approval to Increase Head Count in Horticulture Department (Page 71)

7. **REGULAR AGENDA**
   A. Consider Resolution Declaring Cost and Ordering Preparation of Preliminary Assessment Roll and Setting Time and Place for Public Hearing on Preliminary Assessment Roll – Cemetery Road Water Line Extension (Pages 72-74)

   B. Consider Resolution Declaring Cost and Ordering Preparation of Preliminary Assessment Roll and Setting Time and Place for Public Hearing on Preliminary Assessment Roll – Franklin Drive Water Line Extension (Pages 75-77)
C. Consider Resolution Declaring Cost and Ordering Preparation of Preliminary Assessment Roll and Setting Time and Place for Public Hearing on Preliminary Assessment Roll – Botany Woods Sewer Extension (Pages 78-82)

D. Consider Petition Requesting Non-Contiguous Annexation – Property owned by Village of Cumnock, LLC, on Cumnock Road
   - Consider Motion to Take from the Table
   - Consider Resolution Directing the Clerk to Investigate a Petition for Non-Contiguous Annexation under N.C.S.G. 160A-58.1 for Property owned by the Village of Cumnock, LLC (Pages 83-87)

E. Consider Petition Requesting Contiguous Annexation – Property owned by Westfall, LLC, on Windmere Drive
   - Receive Certificate of Sufficiency for Voluntary Annexation (Pages 88-92)
   - Consider Resolution Fixing Date of Public Hearing on Question of Annexation Pursuant to G.S. 160A-31 (Pages 93-94)

F. Consider Agreement between Lee County and City of Sanford for Reimbursement of Coronavirus Aid, Relief and Economic Security (“CARES”) Act Funding (Pages 95-97)

9. OTHER BUSINESS

10. ADJOURNMENT
MINUTES OF SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF SANFORD
SANFORD, NORTH CAROLINA

The City Council met on Tuesday, June 2, 2020, at 6:00 in the Assembly Room of the Public Works Service Center, 601 N. Fifth Street, Sanford. The following people were present:

Mayor T. Chet Mann
Mayor Pro Tem Byron Buckels
Council Member Sam Gaskins
Council Member Jimmy Haire
Council Member James Williams
Council Member Norman Charles Post, III
Council Member Rebecca Wyhof Salmon
City Manager Hal Hegwer
City Attorney Susan Patterson
Deputy City Clerk Vicki Cannady
Management Analyst Holly Marosites

Absent:
Council Member Charles Taylor

CALL TO ORDER
Mayor Mann called the meeting to order. He noted that in the wake of recent protests, riots and the COVID-19 pandemic, our country was hurting and Council will likely be asked to help find solutions to bring our community together. He asked for a moment of silence, after which the Pledge of Allegiance was recited.

PUBLIC COMMENT
There were no requests for public comment.

APPROVAL OF AGENDA
City Manager Hegwer requested that Item 11-L under New Business (“Discussion of Potential Alliance between City of Sanford and Town of Pittsboro Regarding Utilities”) be removed from the agenda. Council Member Gaskins made the motion to approve the agenda as amended. Seconded by Mayor Pro Tem Buckels, the motion carried unanimously.

CONSENT AGENDA
There were no items on the consent agenda.

SPECIAL AGENDA
There were no items on the special agenda.

CASES FOR PUBLIC HEARING
Public Hearing on Proposed Annual Operating Budget for the City of Sanford for Fiscal Year 2020-2021
Financial Services Director Beth Kelly explained that the budget ordinance includes two minor changes as discussed in the prior Budget Work Session: funding the golf cart shed replacement and increasing the sanitation fee by $20 per household (shown on the attached Exhibit A-1).

Mayor Mann opened the public hearing. With no speakers, he closed the public hearing.
• Annual Budget Ordinance for the City of Sanford Fiscal Year 2020-2021 – Exhibit A
  Council Member Gaskins made a motion to approve the Annual Budget Ordinance for the City of Sanford Fiscal Year 2020-2021 as revised with changes shown on Exhibit A-1, with direction to revisit the revenue situation no later than the first Council meeting in November in order to determine whether merit raises, cost-of-living or salary adjustments can be given to employees. The motion was seconded by Council Member Salmon and carried by a vote of five to one; Council Member Williams cast the dissenting vote.

Mayor Mann thanked the City Manager and staff, noting that this budget was unlike any other (done during the COVID-19 pandemic). He explained that Council wants to revisit the budget throughout the year as revenue information is received. He also commented that Council took conservative action to ensure that the City was not committed without knowing what lies ahead (a potential recurrence of the virus that could further affect revenue). As soon as revenue information is received, budget amendments may be considered. Mr. Gaskins also noted that some state and/or federal assistance may be available.

DECISIONS ON PUBLIC HEARINGS
There were no decisions on public hearings.

REGULAR AGENDA
Replacement of Memorandum of Understanding (“MOU”) to Correct Parcel – re: Economic Development Project through the Lease of a Newly Constructed Spec Building at Central Carolina Enterprise Park – Exhibit B

City Attorney Susan Patterson explained that a public hearing was held on May 19, at which time a Memorandum of Understanding was approved between the City, Lee County, CC Enterprise Park, LLC, the Sanford Area Growth Alliance (“SAGA”), and Samet Properties to construct a second shell building at Central Carolina Enterprise Park. At the time, we were under the impression that the building would be constructed on Lot 2, which is adjacent to Lot 1, the lot on which the first shell building was constructed (subsequently purchased by Audentes Therapeutics); however, it will actually be constructed on Lot 3. She also explained that because the public hearing notice included only information on the MOU and authorization of the lease and did not include the specific lot number, the only action needed is to replace the prior MOU with the current document that includes a different parcel number and metes and bounds description.

Council Member Post made a motion to approve the Replacement Memorandum of Understanding to Correct Parcel re: Economic Development Project through the Lease of a Newly Constructed Spec Building at Central Carolina Enterprise Park. The motion was seconded by Council Member Gaskins. City Manager Hegwer confirmed that there were no changes to the terms of the agreement. SAGA Economic Development Director Bob Joyce explained that the lot was changed because other parties are interested in other lots and the developer was willing to change the lot. The vote on the proposed motion carried unanimously.

NEW BUSINESS
Inmate Labor Agreement with North Carolina Department of Corrections, Division of Prisons for FY 2020-2021 – Exhibit C

Facilities/Beautification Administrator Kris Furmage explained that this program has been beneficial for the City, Department of Corrections and participating inmates. Due to COVID-19, staff
has not been able to utilize this program and this has had a negative impact on several areas, particularly litter retrieval but it can hopefully be resumed in the near future. The City is contracted for eight inmates and the problem with increasing that number is the stringent supervision requirements and transportation issues. Public Works Director Vic Czar confirmed that we are already using the maximum number allowed. Manager Hegwer stated that he and staff will be grateful for the inmates to return and noted that we depend on the great service they provide while they gain work skills. Mayor Pro Tem Buckels commented that workers with whom he has spoken appreciate opportunities provided by the program, but he would like to see the pay scale increased. Mr. Furmage explained that he asked Corrections staff about pay and was told it would remain as set by the state.

Council Member Gaskins made a motion to renew the Inmate Labor Agreement with the North Carolina Department of Corrections, Division of Prisons for FY 2020-2021. Seconded by Council Member Salmon, the motion carried unanimously.

Project Ordinance for East Sanford CDBG-Infrastructure Project—Exhibit D
Grant Contract with N.C. Department of Environmental Quality, Division of Water Infrastructure for East Sanford CDBG-Infrastructure Project—Exhibit E

City Engineer Paul Weeks explained that the two items above were related and would be addressed together with separate action required for each. He reminded Council that the City received a $2 million grant to rehabilitate sewer lines in East Sanford. The contract documents the competitive Community Development Block Grant program and once it is received, another cannot be acquired for three years. The grants are targeted for use in areas with low- to moderate-income individuals and the attached map shows areas where work will occur: red indicates lines that will be rehabilitated and green indicates lines that will be rehabilitated only if funds remain. No contribution is required by the City for this project but additional work can be done if we desire.

Mayor Pro Tem Buckels questioned how high-priority sewer lines in other areas such as Crest Street and the West Sanford area would be addressed. Mr. Weeks explained that as part of the City’s Sewer Asset Management Plan (“AMP”), a five-year rehabilitation plan was developed for five separate projects and East Sanford is the first of these projects. Project Four would address the Crest Place area and other areas will be addressed as funds are available. While CDBG funds can be used only in qualifying areas, other areas do remain on our schedule based on their high AMP scores. He explained that the AMO graded all of the City’s sewer lines and assets in order to prioritize them and also noted that as time progresses, assets continue to deteriorate so they should also be addressed before they become a major expense.

- Project Ordinance for East Sanford CBG-Infrastructure Project
  Council Member Salmon made a motion to approve the Project Ordinance for East Sanford CDBG-Infrastructure Project. Seconded by Council Member Gaskins, the motion carried unanimously.

- Grant Contract with N.C. Department of Environmental Quality, Division of Water Infrastructure for East Sanford CDBG-Infrastructure Project.
  Council Member Gaskins made a motion to approve the Grant Contract with N.C. Department of Environmental Quality, Division of Water Infrastructure for East Sanford CDBG-Infrastructure Project. Seconded by Council Member Salmon, the motion carried unanimously.
City Engineer Paul Weeks explained that the four items above were related and would be addressed together, with action taken by Council separately on each. He reminded Council that in 2018, Hurricane Florence flooded the Big Buffalo Wastewater Treatment influent pump station. Three bids were received on the repair project and were opened on April 30, with Shook Construction being the apparent low bidder with a bid of $3,350,000. They have very good references and Hazen and Sawyer (the engineering group working with staff on this project) has worked with them before. They confirmed Shook does good work and they are partnering with them on a design-build project. They have asked when they can begin work and are excited to start. He reminded Council that this project is reimbursable by FEMA but we won’t know what is reimbursable until the end of the project. Up to this point, FEMA has indicated that we are eligible for full reimbursement, with 75 percent coming from FEMA and 25 percent from the State of North Carolina.

Mr. Weeks explained that the reimbursement resolution allows the City to be reimbursed in the event a loan is required for any work not covered by FEMA. The budget ordinance and project ordinance establish and moves funds for the project, including a contingency of $140,000 (about three percent of the construction cost).

Public Works Director Vic Czar explained that the influent station was designed to withstand being inundated with rain and the facility was in fact operational throughout Hurricane Florence. While the equipment it is designed to operate underwater, it will fail sooner if inundated. He stressed that regardless of whether we received FEMA reimbursement, this work needs to be done and is only restoring the facility to its condition prior to the hurricane.

Council Member Post made a motion to approve the Reimbursement Resolution – Big Buffalo Water Reclamation Facility Flood Rehabilitation – Project No. S1901. The motion was seconded by Council Member Gaskins.

Council Member Salmon questioned the timing of FEMA reimbursement. Management Analyst Holly Marosites explained it is not a quick process but expenses can be submitted incrementally. Mr. Czar stated that it is likely that staff will need to deal with FEMA several times before the process is complete and all funds received, which may take a couple of years. Financial Services Director Beth Kelly reminded Council that 25 percent of the reimbursement comes from the State and those funds are typically received after FEMA funds; it may very well take 24 months. She also noted that uncertainties associated with the COVID-19 pandemic will likely complicate state and federal budgets and slow the process.

A vote was taken on the motion which carried unanimously.
• Council Member Gaskins made a motion to approve the Ordinance Amending the Annual Operating Budget FY 2019-2020 – Contribution to Project No. S1901. Infrastructure for East Sanford CDBG-Infrastructure Project. Seconded by Mayor Pro Tem Buckels, the motion carried unanimously.

• Council Member Gaskins made a motion to approve the Capital Project Ordinance Amendment – Big Buffalo Water Reclamation Facility Flood Rehabilitation Project No. S1901. Seconded by Council Member Salmon, the motion carried unanimously.

• Council Member Gaskins made a motion to Award the Construction Contract for Big Buffalo Water Reclamation Facility Flood Rehabilitation Project to Shook Construction. Seconded by Mayor Pro Tem Buckels, the motion carried unanimously.

Reimbursement Resolution – Project Forge Site Preparation/Roadway – Exhibit J

Ordinance Amending Annual Operating Budget FY 2019-2020 – Contribution to Project Forge Site Preparation/Roadway – Exhibit K

Grant Project Ordinance Amendment – Exhibit L

Financial Services Director Beth Kelly explained that the above three items are related and would be addressed together with separate action required for each. The reimbursement resolution allows the City to be reimbursed if debt is issued for the project. The budget amendment appropriates Fund Balance to complete Project Forge site preparation and roadway, and the grant project ordinance appropriates funds from the General Fund for the project, as discussed previously in the work session regarding the shortage.

City Engineer Paul Weeks explained that these actions will cover all foreseen Project Forge site preparation and roadway expenses that would come from the General Fund. At Council’s next meeting, staff will request approval of a guaranteed maximum price agreement that will be covered by these items, as well as an impending change order on site developments. The Contractor had to excavate quite a bit more soil than expected and that was not included in their bid. We are expected to pay a reasonable and appropriate amount and these funds would help cover that expense as well. Manager Hegwer confirmed that these items will complete the City’s portion of the project. Council Member Salmon questioned whether any of DOT’s financial challenges would impact their agreement to pay for the road and Mr. Weeks responded that he has not heard this but he last received information in January (pre-COVID pandemic).

• Council Member Gaskins made a motion to approve the Reimbursement Resolution – Project Forge Site Preparation/Roadway. Seconded by Council Member Post, the motion carried unanimously.

• Council Member Gaskins made a motion to approve the Ordinance Amending the Annual Operating Budget FY 2019-2020. Contribution to Project Forge Site Preparation/Roadway. Seconded by Council Member Post, the motion carried unanimously.

• Council Member Gaskins made a motion to approve the Grant Project Ordinance Amendment. Seconded by Council Member Post, the motion carried unanimously.
Payment Plan Policy – Exhibit M

Financial Services Director Beth Kelly explained that the payment plan policy was written based on Governor Cooper’s Executive Order 124 but on Saturday, May 30 (after this meeting agenda was posted and distributed), Executive Order 142 was issued, extending the date through which utilities may not be disconnected another 60 days – through July 29 - and added other items. The final policy will be presented to Council before August 1 (when the policy would become effective) with revised dates.

Governor Cooper’s most recent order requires that we notify all customers through all means normally used (text, email, letter, etc.) that the date through which accounts cannot be disconnected has been extended another 60 days. The policy approved by Council allows residential and commercial customers 30 days to establish a payment plan, even though the Executive Order applies to residential accounts only. They recommend leaving the policy unchanged, providing customers with six months to pay outstanding amounts less than $500 and nine months to pay amounts over $500. As explained in last week’s work session, once customers choose their payment plan due date, a payment reminder is sent via their preferred method (text, email, etc.), along with a disconnection notice if payment is not received. Customers can apply for assistance through the “Sanford Cares” program but the plan administrator (Johnston-Lee-Harnett Community Action) has a stipulation that customers can apply for assistance only once in twelve months. Council Member Salmon suggested we analyze the number of outstanding accounts as the August 1 deadline approaches. Mr. Hegwer confirmed we could send information to customers on the Sanford Cares program as the deadline approaches. Ms. Kelly reported that as of today, about 1,200 accounts are delinquent totaling approximately $175,000.

Mr. Hegwer explained that the decision for City Hall to remain closed was made after the deadline was extended since there are other means through which bills can be paid, including the drop box at the drive through, mail, 24/7 over telephone, and check-free sites at Walmart and Piggly Wiggly.

Ms. Kelly explained that Council approval is not requested at this time because the deadline may be extended again and she will request Council approval of the policy when the date is finalized.

Discussion of Potential Alliance between City of Sanford and Town of Pittsboro Regarding Utilities

This item was removed from the agenda.

OTHER BUSINESS

Council Member thanked staff for their work on the budget under such unusual circumstances.

Council Member Salmon commented on how difficult this past week has been (with protests and riots). She urged everyone to unite as a City and work out things in our own homes first and hope that will spread throughout the nation.

Mayor Mann commented that there have been many great stories coming out of Sanford in the past few months. He encouraged everyone to keep their minds open as they are invited to join community events by being ready to lead groups who want to do positive things and to leave politics at the door as we try to heal a divided nation. He noted that things were as good as ever in Sanford back in February, with momentum from work done over the past six to eight years and he suggested that will carry us through tough times. He noted that an interlocal meeting will be scheduled soon and encouraged everyone to be aware of false information and unfounded rumors and to provide steady, calm leadership.
**Closed Session**

Council Member Salmon made a motion to go into closed session in accordance with N.C.G.S. 143.318.11(a)(3) to consult with an attorney employed or retained by the public body to preserve the attorney-client privilege. Seconded by Council Member Post, the motion carried unanimously.

**ADJOURNMENT**

Council Member Gaskins made the motion to adjourn the meeting; seconded by Council Member Post, the motion carried unanimously.

**ALL EXHIBITS CONTAINED HEREIN ARE HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THESE MINUTES.**

Respectfully Submitted,

______________________________
T. CHET MANN, MAYOR

ATTEST: 

______________________________
VICKI R. CANNADY, DEPUTY CITY CLERK
TO: Mayor Mann and Members of Council  
FROM: Mary DePina, Civil Engineer II  
DATE: July 16, 2020  
SUBJECT: Recommendation to Enter into an Encroachment Agreement with CSX Railroad  
RE: Little Buffalo Sanitary Sewer Rehabilitation Project

In January 2020, City Council approved the award of the Little Buffalo Sewer Rehabilitation Project design contract. This project will replace approximately 5,440 linear feet of aging, undersized 12-inch gravity sewer line with 18-inch gravity sewer line. The project begins at Alcott Street, then proceeds in a northwesterly direction, accessing N 3rd Street, Market Street, N 1st Street and terminating on Chisholm Street just west of the CSX Railroad right-of-way.

The sewer alignment crosses a CSX Railroad right-of-way which triggers the requirement for an encroachment agreement. This type of encroachment agreement is typical when performing any work inside a railroad right-of-way. The cost of the encroachment is $9,850 which has already been allocated to the project budget.

Engineering staff recommend entering into an encroachment agreement with CSX Railroad for the purpose of constructing this project.
FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of June 24, 2020, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF SANFORD, a municipal corporation, political subdivision or state agency, under the laws of the State of North Carolina, whose mailing address is 225 East Weatherspoon Street, Sanford, North Carolina 27331, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eighteen inch (18'') diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Sanford, Lee County, North Carolina, Florence Division, Aberdeen Subdivision, Milepost S-198.53, Latitude N35:29:10.00, Longitude W79:10:39.00;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.
1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of FIVE THOUSAND ONE HUNDRED AND 00/100 U.S. DOLLARS ($5,100.00) upon execution of this Agreement. Licsee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.
3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor’s request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or
environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. **MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) support track(s) and roadbed in a manner satisfactory to Licensor;

(B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and

(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. **TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.
6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person
whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be
notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.
10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.
12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to
Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. **NOTICE:**

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

   a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link: https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

   b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 919-777-1119.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. **ASSIGNMENT:**

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.
16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 To the extent allowed by law, Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.
17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.
18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars ($100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee’s overpayment within 120 days of Licensor’s verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on the following page]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor: CSX TRANSPORTATION, INC.

__________________________________________
By:________________________________________

Print/Type
Name:_____________________________________

Print/Type
Title:_____________________________________

Witness for Licensee: CITY OF SANFORD

__________________________________________
By:________________________________________

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type
Name:_____________________________________

Print/Type
Title:_____________________________________

Tax ID
No.:_____________________________________

CSX GENERAL NOTES:

1. REFER TO THE CSX PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. THE FRONT OF THE PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.
3. THE OPERATION SHALL BE PROGRESSED ON A 24-HOUR BASIS WITHOUT STOPPAGE (EXCEPT FOR ADDING LENGTHS OF PIPE) UNTIL THE LEADING EDGE OF THE PIPE HAS REACHED THE RECEIVING PIT.
4. THE AUGER AND CUTTING HEAD ARRANGEMENT SHALL BE REMOVABLE FROM WITHIN THE PIPE IN THE EVENT AN OBSTRUCTION IS ENCOUNTERED.
5. PIPELINE SHALL BE PROMINENTLY MARKED AT BOTH SIDES OF THE CSX PROPERTY LINES BY DURABLE, WEATHERPROOF SIGNS LOCATED OVER THE CENTERLINE OF THE PIPE IN ACCORDANCE WITH CSX SPECIFICATIONS.
6. NO CONSTRUCTION OR ENTRY UPON THE CSX CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT, AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.
7. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSX SPECIFICATIONS WILL BE SUBMITTED TO THE CSX REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS. CSX PROHIBITS THE DISCHARGE OF WATER ONTO ITS PROPERTY WITHOUT PRIOR APPROVAL.
8. BLASTING IS NOT PERMITTED UNDER OR ON CSX PROPERTY.
9. CSX DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
10. EXISTING PIPES TO BE ABANDONED WILL BE COMPLETELY FILLED WITH CEMENT GROUT OR COMPACTED SAND.
11. PROJECTS THAT GENERATE SOILS FROM CSX PROPERTY MUST ADHERE TO CSX’S SOIL MANAGEMENT POLICIES. CSX REQUIRES SOILS GENERATED FROM ITS PROPERTY TO EITHER BE PROPERLY DISPOSED IN A CSX APPROVED DISPOSAL FACILITY OR REUSED ON CSX PROPERTY. THE MANAGEMENT OF SOILS GENERATED FROM CSX PROPERTY SHOULD BE PLANNED FOR AND PROPERLY PERMITTED (IF APPLICABLE) PRIOR TO INITIATING ANY WORK ON CSX PROPERTY.
12. USE OF CONSTRUCTION SAFETY FENCING IS REQUIRED WHEN A CSX FLAGMAN IS NOT PRESENT. DISTANCE OF SAFETY FENCE FROM NEAREST RAIL TO BE DETERMINED BY CSX ROADMASTER AND WILL BE REMOVED UPON COMPLETION OF PROJECT.

CSX PROPERTY SERVICES REVIEW

By: THOMAS ROYAL
NOTES:
1. THE FRONT OF THE CASING PIPE SHALL BE PROVIDED WITH MECHANICAL ARRANGEMENTS OR DEVICES THAT WILL POSITIVELY PREVENT THE AUGER FROM LEADING THE PIPE SO THAT NO UNSUPPORTED EXCAVATION IS AHEAD OF THE PIPE.
2. REFER TO ENGINEERING SPECIFICATIONS IN THE APPLICATION PACKAGE FOR ADDITIONAL INFORMATION AND GUIDANCE.
3. CASING PIPE ENDS MUST BE SEALED.
# Invoice

## Customer

City of Sanford  
225 East Weatherspoon Street  
Sanford, NC 27331

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

## Fees-At-A-Glance

### Amount Due in U.S. dollars

$9,850.00

<table>
<thead>
<tr>
<th>Fees Summary</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Review Fee</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Railroad Protective Liability (Only if RPL policy is not provided)</td>
<td>$1,250.00</td>
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<tr>
<td>Expedited Review Fee</td>
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</tr>
<tr>
<td>License Fee</td>
<td>$5,100.00</td>
</tr>
<tr>
<td>Sales Tax*</td>
<td></td>
</tr>
<tr>
<td>Money on File</td>
<td></td>
</tr>
</tbody>
</table>

* Florida Sales tax applies to the license fee

## Total Current Fees in U.S. dollars

$9,850.00

CSX Federal ID No.  
54-6000720

CSX Canadian ID No.  
105203095 RC 0001

CSX Quebec ID No.  
1022434469 IC 0001

### Please remit payment to:

CSX Transportation, Inc.  

**Legal Address:**  
500 Water Street, J180  
Jacksonville, FL 32202

**Questions? Contact:**  
Flavio_Rosa@csx.com  
904.279.3860
Resolution Authorizing Sanford ABC Board’s Adoption of the Travel Policy Of the City of Sanford as the Travel Policy of the Sanford ABC Board

WHEREAS, the City of Sanford has an officially adopted Travel Policy; and

WHEREAS, the General Manager of the Sanford ABC Board has requested that the City Authorize and approve the Sanford ABC Board’s adoption of the Travel Policy of the City of Sanford as the Travel Policy of the Sanford ABC Board; and

WHEREAS, this authorization and approval will ensure that the Travel Policy of the Sanford ABC Board conforms to the Travel Policy of the City of Sanford and that adoption of such policy has been authorized and approved by the City of Sanford as specified under North Carolina General Statutes 18B-700(g2).

NOW, THEREFORE, BE IT RESOLVED by the Sanford City Council in open session that:

1. The Sanford City Council hereby authorizes and approves the Sanford ABC Board’s adoption of the Travel Policy of the City of Sanford as the Travel Policy of the Sanford ABC Board, in accordance with North Carolina General Statutes 18B-700(g2).
2. This resolution shall become effective upon approval by the Sanford City Council

ADOPTED this 4th day of August 2020.

________________________________________
T. Chet Mann, Mayor

Attest:

________________________________________
Vicki R. Cannady, Deputy City Clerk
Consideration of Renewal a Preliminary Plat for
Eagle Crest Place Subdivision
Sanford City Council Meeting August 4, 2020

Sanford Planning Board Recommendation: This subdivision was reviewed by the Planning Board on July 13th and recommended for renewal by a unanimous vote, subject to the condition that Lot 6 not be illustrated on the final plat since it is no longer included as part of this subdivision and compliance with all other general requirements for a preliminary plat. The board discussed that the design has not changed, with the exception of the area that was once proposed as Lot 6 has been sold to the adjoining property owners to make their rear yard areas larger and that they encouraged the developer to construct homes that are similar in size & architectural style to the existing homes in the area. Also, the lot sizes are 20,000sf and greater, which would not trigger sidewalks and curb & gutter for a new preliminary plat, must less a renewal.

Introduction: This preliminary plat was approved in 2003. The public water and sewer were installed and the new public street was cleared/graded by the original developer, Mr. Harry Thomas, but the subdivision was not finished and the final plat was not recorded; therefore, the site is still one legal lot and the preliminary plat approved has expired. Mr. Thomas passed away in 2011 and the site is for sale. Mr. David Lind, a local developer, is asking that the preliminary plat be renewed so that he may purchase the land and finish the subdivision as originally approved.

Note: Lot 6 illustrated on the plat is no longer proposed as part of this subdivision because the land included within this lot has been sold to the adjoining property owners. The final plat will illustrate only Lots 1-5 for recordation if this preliminary plat, minus Lot 6, is renewed.

Location: Jasny Street and Cool Springs Road
Jurisdiction: City of Sanford, inside the corporate City limits
Property Owner: Berta W. Thomas
Project Developer: David Lind
Project Engineer: Bracken & Associates for the 2003 original project
Township: West Sanford
Council Ward: 1
Tax Parcel: 9633-25-4897-00
Tax Map: 9633.01
Zoning: Residential Single-family (R-20)
Acreage: 3.73 per Lee County tax records
Total Lots: 5
Minimum Lot Size: 20,000sf or 0.46 of an acre
Smallest Lot Size: 20,000sf or 0.46 of an acre (Lot 5)
Largest Lot Size: 1.63sf acres (Lot 6)
Linear Feet of Street: 400 ± linear feet
Streets: Public street, City of Sanford
Water: Public Water, City of Sanford
Wastewater: Lots 1-5 to be served by Public Sewer, City of Sanford
( Lot 6 is no longer included as part of this subdivision.)
Phases: No phasing proposed
Open Space: None required and none proposed
Fire District: City Station #3
School Districts: BT Bullock / West Lee Middle / Lee Senior High School
Area & Site Description: The subject property is comprised of one vacant tract of land located between Jasny Street and Cool Springs Road on the western side of Sanford.

Zoning District Information: The site is zoned Residential Single-family (R-20) district, which is established to provide areas for low-density single-family uses, with a maximum of two dwelling units per acre and may serve as a buffer between the agricultural classifications and the higher density areas of Lee County. It includes density and minimum lot size requirements in order to allow for market and design flexibility while preserving the neighborhood character.

Residential Single-family (R-20) Zoning
The minimum lot width is 100ft, with a minimum lot size of 20,000sf, and a max building height of 40ft. The minimum building setbacks for a principal structure or house is as follows:
Front: 30 feet, as measured from the right-of-way line of the public street
Rear: 30 feet, measured from the rear property line
Side(s): 15 feet, measured from the side property lines
Note: Corner lots have two front yard setbacks, one for each public street

Adjoining Zoning
North: Residential Single-family (R-20)
South: Residential Single-family (R-20)
East: Residential Single-family (R-20), adjoining and opposite Jansy Street
West: Residential Single-family (R-20), adjoining and opposite Cool Springs Road

Area Plans and Overlay Districts
Long Range Plan: The Plan SanLee land use plan identifies the future land use place type for this tract of land as “suburban neighborhood” (see attached), which has the following characteristics:
  o Residential areas on the outskirts of a core urbanized area
  o Facilitates large scale development of single-family residential
  o Walkable, with high degree of transportation connectivity between neighborhoods
  o Local example: Westlake Valley neighborhood in Sanford

Land use designations include forests, undeveloped open space, schools, churches, neighborhood parks, as well as detached and attached single-family dwellings. Forms of transportation include automobiles (vehicular connectivity is encouraged in new development) that share the roads with pedestrian uses like sidewalks, off-street trails, transit and commercial area connections. Also included in transportation is on-street bike lanes and off-trail bicycle systems, and public transit. The current zoning districts are residential single-family (R-20, R-14, R-12SF, and R-12). The maximum development density is four to seven units per acre with moderate building setbacks and a 35ft height limit. Utility infrastructure is public water and public wastewater. The preferred character is interconnected curvilinear streets, 600ft block lengths, curb & gutter with sidewalks, and street trees.

Local Overlay District Notes: Per GIS, the subject property is not located in local Historic District, a Watershed Conservation Overlay District, or a Flood Hazard Area/Floodplain.

Utilities: Lots 1-5 would be served by City maintained public water via an existing 6-inch water main line that was installed to serve this subdivision. Regarding wastewater, lots 1-5 would be served by an existing 8-inch sewer main line that was installed to serve this subdivision. (Lot 6 is no longer included as part of this subdivision.) If the subdivision approval is renewed, all connections to City maintained public water must be
approved by the City of Sanford Public Works Department and the Sanford Fire Dept. to verify compliance with all applicable regulations.

**Transportation:** The site has 50ft + of road frontage on Jasny Street a City maintained paved public highway with a 60ft right-of-way. There is no NCDOT traffic count in close proximity to this site.

**Staff Analysis:** The new 5 lot residential single-family home subdivision would be accessed via a new public road (no name proposed at this time) that the developer would constructed to City standards and submitted for acceptance/maintenance.

No architectural plans are required to be reviewed/approved as part of this subdivision review since the zoning is a standard R-20 district and not a conditional zoning district. Also, no sidewalks or curb & gutter are required since the lots are 20,000sf or greater.

The topography slopes downward from the west (Cool Springs Road) to the east, towards Jansy Street. There are no water features or wetlands illustrated in our GIS mapping system. Sanford/Lee County does not have a local grading permit and relies on the North Carolina Department of Environmental Quality (NCDEQ) to regulate land disturbing activities. A sedimentation and erosion control plan for this project must be approved by NCDEQ and a copy of the approval must be on file with the Planning Department prior to recordation of the final subdivision plat, which legally creates the individual lots.

The following is a general note included with all rezoning requests: Sanford, Lee County, and Broadway do not have local grading permits and rely on the NC Department of Environmental Quality to regulate land disturbing activities. For questions or concerns regarding land disturbing activities, contact the NC Division of Energy, Mineral, and Land Resources Sediment Program via mail 1612 Mail Service Center, Raleigh, NC 27699-1612, via phone at 877-623-6748 or visit the NCDEQ website at http://deq.nc.gov. The physical address of the office is 217 W. Jones Street, Raleigh, NC 27603.

**Other Conditions/ Requirements/Notes:**
1.) All TRC technical revisions must be addressed prior to the final plat being recorded.
2.) Lot 6 will not be illustrated on the final plat since it is no longer included as part of this subdivision.
3.) A copy of the NCDEQ approval will be required prior to recordation of the final plat for each phase.
4.) A copy of the NCDOT approval will be required prior to recordation of the final plat for each phase.
5.) The preliminary plat shall be valid for two years if approved by the Sanford City Council.
SUBURBAN NEIGHBORHOOD

- Residential areas on the outskirts of a core urbanized area
- Facilitates large scale development of single family residential
- Walkable, with high degree of transportation connectivity between neighborhoods and surrounding network thoroughfares

Local Example - Westlake Valley Neighborhood in Sanford
Consideration of a Preliminary Plat for
Moncure Hills Subdivision
Sanford City Council Meeting  August 4, 2020

Sanford Planning Board Recommendation: This subdivision was reviewed by the Planning Board on July 13th and recommended for renewal by a unanimous vote. The board discussed that most of the subject property is in the ETJ; therefore, it will be served by NCDOT maintained public streets, City maintained public water, and individual private septic systems. Also, the small portion (approximately six acres) in the NE corner that is in Lee County will be reviewed by County boards and Lots 1-7 will be served by a shared private driveway as per NCDOT.

Introduction: Moncure Investments, LLC would like to create a new 50 lot residential single-family home subdivision off of Lower Moncure Road that would be served by new public streets, public water, and individual private septic systems.

Location: Lower Moncure Road (SR 1002)
Jurisdiction: City of Sanford’s Extraterritorial Jurisdiction (ETJ), majority of site in Lee County, small area in the northeastern corner
Property Owner: Moncure Investments, LLC
Project Developer: Caviness Land
Project Engineer: 4D Site Solutions
Township: East Sanford
Council Ward: N/A, in the City’s ETJ
Tax Parcels: 9653-33-8524-00, 9653-43-4100-00, and 9653-44-8449-00
Tax Map: 9653.14 and 9653.04
Zoning: Residential Single-family (R-20) for the area in the City’s ETJ and Residential Restricted (RR) for the portion in Lee County
Acreage: 62.44
Total Lots: 50 residential lots and 4 common area lots
Minimum Lot Size: 20,000sf in R-20 and 30,000sf in RR
Smallest Lot Size: 25,000 or 0.57 of an acre (Lots 42, 43, 47 and 48)
Largest Lot Size: 45,179 or 1.04 acres (Lot 5), residential lot
Streets: Public streets, NCDOT
Water: Public Water, City of Sanford
Wastewater: All lots are proposed to be served by individual private septic systems
Phases: 2 phases proposed
Open Space: None required and four common areas proposed (see drawings)
Fire District: Northview Fire Dept.
School Districts: Deep River Elementary / East Lee Middle / Lee Senior High School

Area & Site Description: The subject property is comprised of three vacant tracts of land off of Lower Moncure Road, between N. Eleventh Street and the 421 Bypass.

Zoning District Information: The majority of the site is zoned Residential Single-family (R-20) district, which is established to provide areas for low-density single-family uses, with a maximum of two dwelling units per acre and may provide buffers between the agricultural and the higher density areas of the County of Lee. It
includes density and minimum lot size requirements in order to allow for market and design flexibility while preserving the neighborhood character.

Residential Single-family R-20 Zoning
The minimum lot width is 100ft, with a minimum lot size of 20,000sf, and a max building height of 40ft.
The minimum building setbacks for a principal structure or house is as follows:
Front: 30 feet, as measured from the right-of-way line of the public street
Rear: 30 feet, measured from the rear property line
Side(s): 15 feet, measured from the side property lines
Note: Corner lots have two front yard setbacks, one for each public street
A small portion of the site in the northeastern corner (approximately 5.78 acres in the area of lots 1, 2 and CA-4) is zoned Residential Restricted (RR), which is established to provide areas for low-density single-family uses, with a maximum of one and 1.5 dwelling units per acre. Property zoned RR should include only those tracts which abut or are in close proximity to existing large-lot single family development, making RR an appropriate transition district between rural, agricultural, and suburban uses. (The “restricted” designation means that site-built and modular homes are permitted in this zoning district, but manufactured/mobile homes are not permitted.)

Residential Restricted (RR) Zoning
The minimum lot width is 100ft, with a minimum lot size of 30,000sf, and a max building height of 40ft.
The minimum building setbacks for a principal structure or house is as follows:
Front: 30 feet, as measured from the right-of-way line of the public street
Rear: 30 feet, measured from the rear property line
Side(s): 15 feet, measured from the side property lines
Note: Corner lots have two front yard setbacks, one for each public street

Adjoining Zoning
North: Residential Single-family (R-20), Opposite side of Lower Moncure Road – Sanford ETJ
South: Residential Single-family (R-20) and Residential-Mixed (R-12) – Sanford ETJ
East: Residential Restricted (RR) – Lee County
West: Residential Single-family (R-20), Adjoining & opposite side of Lower Moncure Rd – Sanford ETJ

Area Plans and Overlay Districts
Long Range Plan: The Plan SanLee land use plan identifies the future land use place type for this tract of land as “Suburban Neighborhood” (see attached), which has the following characteristics:
- Residential areas on the outskirts of a core urbanized area
- Facilitates large scale development of single-family residential
- Walkable, with high degree of transportation connectivity between neighborhoods
- Local example: Westlake Valley neighborhood in Sanford

Land use designations include forests, undeveloped open space, schools, churches, neighborhood parks, as well as detached and attached single-family dwellings. Forms of transportation include automobiles (vehicular connectivity is encouraged in new development) that share the roads with pedestrian uses like sidewalks, off-street trails, transit and commercial area connections. Also included in transportation is on-street bike lanes and off trail bicycle systems, and public transit. The current zoning districts are residential single-family (R-20, R-14, R-12SF, and R-12). The maximum development density is four to seven units per acre with moderate building setbacks and a 35ft height limit. Utility infrastructure is public water and public wastewater. The preferred character is interconnected curvilinear streets, 600ft block lengths, curb & gutter with sidewalks, and street trees.
Watershed Conservation Overlay District: The subject property is located within our Watershed Conservation Overlay District, specifically the Cape Fear/Lee County Watershed Protected Area. A watershed is a basin-like landform delineated by ridgelines that descend into lower elevations that carries rain water from the land into soils, ground waters, creeks, and streams, eventually making its way to larger rivers and the ocean. Development within this area is allowed, but there are maximum density and built upon area requirements designed to ensure the health of the watershed. Any/all future proposed subdivisions and development must comply with the UDO watershed regulations.

The subject property is not located within an established Flood Hazard Area / floodplain.

Utilities: All lots are proposed to be served by City maintained public water via an existing 24-inch water main line along Lower Moncure Road. If the subdivision is approved, all connections to City maintained public water must be approved by the City of Sanford Public Works Department and the applicable Fire Dept. to verify compliance with all regulations.

Given the location outside of the City limits, the subject property does not have access to public sanitary sewer. Therefore, it has been evaluated by a licensed soil scientist in order to determine the suitability of soils for individual private septic systems and the project designer has utilized this general information when creating the lot configurations. Future residential development on each lot would be served by individual private septic systems that would need to be approved by the Lee County Environmental Health Department and/or a Soil Scientist licensed to practice in the state of North Carolina at the time that the developer or individual lot owner proposes to construct a house.

Transportation: The site has over 1,900LF of road frontage on Lower Moncure Road (SR1002), a NCDOT maintained paved public highway with a 60ft right-of-way. Lots 1-7 will be served via an 18ft asphalt drive with an accompanying easement, even though they have public road frontage as per a requirement from NCDOT. There is not a NCDOT traffic count in the immediate area.

Staff Analysis: No architectural plans are required to be reviewed/approved as part of this subdivision review since the zoning is a standard R-20 and RR district and not a conditional zoning district. Also, no sidewalks or curb & gutter are required since the lots are 20,000sf or greater.

The topography slopes downward from the west (Lower Moncure Road) to the east (southeastern perimeter property line). There are no water features or wetlands illustrated in our GIS mapping system. Lick Creek tributary, an intermittent stream or “wet weather branch” is crosses several areas of the site and is associated with the wetland illustrated on the plans. Sanford/Lee County does not have a local grading permit and relies on the North Carolina Department of Environmental Quality (NCDEQ) to regulate land disturbing activities. A sedimentation and erosion control plan for this project must be approved by NCDEQ and a copy of the approval must be on file with the Planning Department prior to recordation of the final subdivision plat, which legally creates the individual lots.

The following is a general note included with all rezoning requests: Sanford, Lee County, and Broadway do not have local grading permits and rely on the NC Department of Environmental Quality to regulate land disturbing activities. For questions or concerns regarding land disturbing activities, contact the NC Division of Energy, Mineral, and Land Resources Sediment Program via mail 1612 Mail Service Center, Raleigh, NC 27699-1612, via phone at 877-623-6748 or visit the NCDEQ website at http://deq.nc.gov. The physical address of the office is 217 W. Jones Street, Raleigh, NC 27603.
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MONCURE HILLS SUBDIVISION
SITE DEVELOPMENT PLANS
EAST SANFORD TOWNSHIP
SANFORD, NORTH CAROLINA
LEE COUNTY

INDEX OF DRAWINGS
C1.0 - EXISTING CONDITIONS
C2.0 - C2.4 - SITE PLAN
C3.0 - C3.4 - GRADING AND EROSION CONTROL PLAN
C4.0 - C4.4 - UTILITY PLAN
C5.0 - C5.4 - PROFILE
C6.0 - C6.3 - DETAILS

EXISTING UTILITY OWNER
WATER
CITY OF SANFORD PUBLIC WORKS
225 E. Weatherspoon Street
Sanford, North Carolina 27330
919-777-1119
Contact: Paul Weeks, Jr, PE

OWNER/DEVELOPER
CAVINESS LAND
639 Executive Place - Suite 400
Fayetteville, North Carolina 28305
910-628-6777
Contact: Watson Caviness
email: watson@cavinessandcates.com

SURVEYOR
4D SITE SOLUTIONS, INC.
409 Chicago Drive - Suite 112
Fayetteville, North Carolina 28306
910-628-6777
Contact: Jimmy Holland, PLS
email: jholland@4dsitesolutions.com

THE CONTRACTOR MUST CONTACT NORTH CAROLINA ONE CALL CENTER AT 1-800-632-4949 A MINIMUM OF 72 HOURS PRIOR TO DIGGING IN ORDER TO HAVE THE EXISTING UTILITIES LOCATED

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ROAD B
50' R/W (PUBLIC STREET)
ROADWAY PROFILE -1+00 TO 12+50

MONCURE HILLS SUBDIVISION
ROAD B PROFILE

Caviness Land
502 East New Hope Road
P.O. Box 9885, Raleigh, NC 27676
Phone: 919.787.1500
Fax: 919.787.1501

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502 East New Hope Road
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PROJECT NUMBER:
MONCURE HILLS SUBDIVISION
ROAD B PROFILE

Caviness Land
502 East New Hope Road
P.O. Box 9885, Raleigh, NC 27676
Phone: 919.787.1500
Fax: 919.787.1501

DATE RELEASED: MAY 28, 2023
SHOE NUMBER: C-5.1
1. DRIVE POSTS 24" INTO THE GROUND

2. INSTALL THE BAFFLES AS SHOWN ON THE GRADING PLAN. BAFFLES SHALL EXTEND THE FULL WIDTH OF THE BASIN.

3. DO NOT SPLICE THE FABRIC, USE A CONTINUOUS PIECE

4. PLACEMENT OF BAFFLES:

5. ASSEMBLE THE SKIMMER FOLLOWING THE MANUFACTURER'S INSTRUCTIONS.

6. LAY THE ASSEMBLED SKIMMER ON THE BOTTOM OF THE BASIN WITH THE

7. TEMPORARY MEASURE SHALL NOT BE REMOVED BY THE CONTRACTOR UNTIL THIS ACTION IS APPROVED BY AN NCDENR REPRESENTATIVE. THE ACTION WILL BE APPROVED WHEN THE CONTRIBUTING DRAINAGE AREA IS STABLE.

8. DISCHARGE WATER INTO THE BASIN TO PREVENT EROSION. USE TEMPORARY SLOPE DRAINS OR DIVERSIONS WITH OUTLET PROTECTION TO DIVERT SEDIMENT

9. CLEAR THE ARE UNDER THE BERM AND STRIP THE ROOTS/OTHER ORGANICS.

10. INSTALL POROUS BAFFLES AS SPECIFIED.

11. AFTER ALL SEDIMENT PRODUCING AREAS HAVE BEEN STABILIZED, REMOVE CONTROLS.

MAINTENANCE:

1. INSPECT THE EROSION CONTROL BLANKET ONCE A WEEK AND AFTER EVERY RAINFALL. IMMEDIATELY REPAIR AND/OR REPLACE ANY DAMAGED BLANKET.

2. IMMEDIATELY REPAIR AND/OR REPLACE ANY DAMAGED BLANKET.

3. TEMPORARY DIVERSION KEY NOTES:

1. CLEAR THE ARE UNDER THE BERM AND STRIP THE ROOTS/OTHER ORGANICS.

VEGETATION GROWING IN THE BOTTOM OF THE BASIN DOES NOT HOLD DOWN THE SKIMMER. PLACE THE SEDIMENT THAT IS REMOVED IN AN AREA WITH SEDIMENT CONTROLS.

BLEND WITH THE ADJOINING AREAS AND STABILIZE PROPERLY.

REPAIR THE BAFFLES IF THEY ARE DAMAGED. RE-ANCHOR THE BAFFLES IF WATER IS FLOWING UNDERNEATH OR AROUND THEM.

UNCLOGGED THE SKIMMER AS NEEDED. CHECK TO MAKE SURE ORIFICE INSIDE OF BARREL IS CLOGGED, REMOVE THE ORIFICE AND CLEAR THE DEBRIS.

PROTECT THE OCCUPANCY FROM SETTLING INTO THE MUD BY EXCAVATING A SHALLOW PIT UNDER OR TIMBER.

PLACE THE FILL MATERIAL AROUND THE PIPE SPILLWAY IN 4 INCH LAYERS AND COMPACT IT UNDER AND AROUND THE PIPE TO AT LEAST THE SAME DENSITY AS THE DAM FOR ANCHORING IN A TRENCH. THE EDGES MAY BE SECURED WITH 8 INCH STAPLES. THE FABRIC MUST BE LONG ENOUGH TO EXTEND DOWN THE SLOPE AND EXIT ONTO STABLE GROUND. THE WIDTH OF THE FABRIC MUST BE ONE PIECE. IF MULTIPLE SECTIONS ARE REQUIRED, THE UPPER SECTION SHOULD OVERLAP THE LOWER SECTION SO THAT WATER CANNOT FLOW UNDER THE FABRIC.

BACKFILL THE TRENCH AND COMPACT THE SOIL INLET ZONE- 35% OF LENGTH FROM ENTRY POINT FIRST CELL - 25% OF LENGTH FROM INLET ZONE

OVER FILL THE EMBANKMENT 6 INCHES TO ALLOW FOR SETTLEMENT.

DEVICE FROM SETTLING INTO THE MUD BY EXCAVATING A SHALLOW PIT UNDER OR TIMBER.

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SUBURBAN NEIGHBORHOOD

- Residential areas on the outskirts of a core urbanized area
- Facilitates large scale development of single family residential
- Walkable, with high degree of transportation connectivity between neighborhoods and surrounding network thoroughfares

Local Example - Westlake Valley Neighborhood in Sanford
November 29, 2018

Mrs. PJ Gay
Caviness Land
638 Executive Place, Suite 400
Fayetteville, NC 28305

Re: Preliminary soil evaluation for subsurface waste disposal, Parcel 2, Box Bend, LLC., Lower Moncure Road, Lee County, North Carolina

Dear Mrs. Gay,

A preliminary soils investigation has been completed for the above referenced property at your request. The property is located on Lower Moncure Road as illustrated on the accompanying maps. The purpose of the investigation was to determine the extent of soil areas that may have the ability to support subsurface waste disposal systems for a proposed residential subdivision. All ratings and determinations were made in accordance with "Laws and Rules for Sanitary Sewage Collection, Treatment, and Disposal, 15A NCAC 18A .1900".

Southeastern Soil and Environmental Associates, Inc. (SSEA) performed these soil evaluations in September and October 2018. SSEA traversed the property and observed landforms (slope, drainage patterns, etc.) as well as soil conditions through the use of hand auger borings and/or soil probes. From these observations and GPS location (accuracy may vary; not based on a current survey) the boundaries between usable and unusable soils has been estimated on the accompanying maps (scale as shown).

Two distinct soil patterns were observed in the field evaluations. They are described as follow:

Area "A": This area is dominated by soils that are provisionally suitable for subsurface waste disposal systems (with the exception of minor drainageways or disturbed areas that are too small to delineate at this scale). Typically, these soils exhibited 4 or more inches of loamy sand underlain by sandy clay loams and/or sandy clays to depths of 36 or more inches.
Soil wetness, depth, and mineralogy were typically suitable to depths of at least 20 inches. A 3-bedroom home would require approximately 8,000 sq. ft. of this soil area for drainfields and repair areas (exclusive of setbacks from lot lines, houses, drainage features, etc.). A 4-bedroom home would require approximately 10,000 sq. ft. of this soil area. (Note: These square footage recommendations assume appropriate topography for a practical septic system layout on topographical contour. Space requirements could increase with difficult topography, irregular lot lines, etc.) System types in these soil areas would primarily be conventional but could include innovative, low pressure pipe, Low Profile Chamber, pump to conventional, .1957b fill, pretreatment, drip irrigation, etc.

Note: The enclosed map is not based on a current survey [once surveyed, estimations of soil lines may change]. All points were flagged in the field for location by your professional land surveyor. Due to heavy vegetation and/or poor GPS accuracy, estimations of unsuitable soil lines (on maps provided) could vary after further evaluation.

Area "B": Soils in these areas are dominantly unsuitable for subsurface waste disposal due to poor topography, shallow soil depths to unsuitable saprolite or parent material, soil wetness [colors of chroma 2 (or less) and/or redox mottles that are less than 12 inches from the soil surface] and/or expansive clay mineralogy. Some of these areas contain wetlands that are regulated by the US Army Corps of Engineers and/or the NC Division of Water Resources. A wetland delineation should be completed prior to any site disturbances near these areas. A wetland permit will be required if any disturbance is proposed in these areas.

Note: Any site grading, compaction, rutting and/or soil removal in the provisionally suitable soil areas (A) may alter the findings of this report and render sites unusable. Areas for septic disposal must remain undisturbed (no mechanical clearing, stripping, excavation or heavy traffic).

Because individual lots were not surveyed at the time of evaluation, this report does not address lot(s). This report is to be used as a guide for likely subdivision/lot design based on useable soils.

Lee County Planning requires a certification of the septic suitability of each proposed lot prior to recording a subdivision map. Additional soil borings/testing will be required at the time that proposed individual lots are staked on the ground to determine whether each lot contains adequate soils that have the ability to
assimilate waste under current rules and the type system required. Based on these individual lot evaluations, additional requirements for lot density, lot size and/or configuration would be made to meet current regulatory criteria.

This report, of course, does not guarantee, constitute or imply any approval, or issuance of permit, as needed by the client from the local health department. Such approval is dependent on individual lot evaluations made after individual lots are staked in the field by the local health department. This report only represents my opinion as a licensed soil scientist. Because of the extreme variability of these soils, SSEA does not guarantee that permitting agencies will agree with these findings (nor permit the intended use).

As with any property, a buyer of any proposed lot should obtain an appropriate septic improvement permit from the local County Health Department prior to making or completing financial obligations or commitments. (A permit from this agency is the only "guarantee" of a site's suitability).

Southeastern Soil and Environmental Associates, Inc. is pleased to be of service in this matter. We look forward to assisting in additional site analysis needs you may have in the future. Please feel free to call with any questions.

Sincerely,

Mike Eaker
President
Date:    July 29, 2020
From:    Hal Hegwer
To:      Mayor and City Council
Re:      Horticulture Department

The Horticulture Department currently has an employee who is out on workers’ compensation leave. This employee is paid out of the City’s workers’ compensation insurance coverage and is expected to be out on leave for the remainder of 2020. Filling the vacancy at this time would not require any additional funding because the position was fully budgeted in the 2020-2021 fiscal year.
RESOLUTION DECLARING COST AND ORDERING PREPARATION OF PRELIMINARY ASSESSMENT ROLL, AND SETTING TIME AND PLACE FOR PUBLIC HEARING ON PRELIMINARY ASSESSMENT ROLL

CEMETERY ROAD WATER LINE EXTENSION

WHEREAS, the extension of the water system by the Cemetery Road Water Line Extension Project which took place along and near Cemetery Road, was ordered by Resolution of this City Council duly passed on 2nd day of April, 2019, and has completed in accordance therewith; and

WHEREAS, the total cost of the project has been computed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanford that:

1. The total cost of the above described project is hereby declared to be $57,258.61. The amount subject to assessment is $43,982.58.

2. The City Clerk is hereby directed to prepare a Preliminary Assessment Roll showing the individual assessments upon the benefited properties.

3. The City Clerk is hereby directed to make available during regular office hours, in the Clerk’s office, the Preliminary Assessment Roll for public inspection from this day through the 15th day of September, 2020.

4. The City Council will hold a public hearing at 6:00 pm on the 15th day of September, 2020, at the Dennis Wicker Civic Center for the purpose of hearing all interested persons.

5. The City Clerk is hereby directed to publish the required notice of the public hearing and, no later than 10 days before the public hearing, to mail by first-class mail copies of the notice to the owners of real property listed on the Preliminary Assessment Roll.

Adopted this 4th day of August, 2020.

T. Chet Mann, Mayor

ATTEST:

Vicki Cannady, Deputy City Clerk

Susan C. Patterson, City Attorney
### CITY OF SANFORD
### ASSESSMENT ROLL FOR WATER EXTENSION
### CEMETERY ROAD WATER EXTENSION

<table>
<thead>
<tr>
<th>Key</th>
<th>Property Owner</th>
<th>Property Address</th>
<th>Pin #</th>
<th>Owner's Address</th>
<th>Lots</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>James Ryser</td>
<td>0 Cemetery Road, Sanford NC 27332</td>
<td>9651-33-7077-00</td>
<td>104 Covenant Woods Dr Salisbury, NC 28144</td>
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<td>2</td>
<td>Bailey B. and Taylor Hoxworth</td>
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<td>Higino and Maria Romero</td>
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<td>9651-32-8826-00</td>
<td>8803 Dartmoor Place, Mint Hill, NC 28227</td>
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<tr>
<td>4</td>
<td>Leroy Hunt</td>
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<td>5</td>
<td>Darrell Ballard</td>
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<td>6</td>
<td>Dallas Harper</td>
<td>3511 Cemetery Road, Sanford, NC 27332</td>
<td>9651-42-3929-00</td>
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<td>7</td>
<td>Mark and Laura Jones</td>
<td>3918 Hiawatha Trail, Sanford, NC 27330</td>
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<td>8</td>
<td>Tim Smith</td>
<td>3726 Hiawatha Trail, Sanford, NC 27330</td>
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**Schedule of Discounts:** None
Cemetery Road Water Line Extension - 8 Lots

750 Feet of Proposed Water Line

- Proposed Water Line
- Existing Water Line
- Parcels Selection
- Parcels
RESOLUTION DECLARING COST AND ORDERING PREPARATION OF PRELIMINARY ASSESSMENT ROLL, AND SETTING TIME AND PLACE FOR PUBLIC HEARING ON PRELIMINARY ASSESSMENT ROLL

FRANKLIN DRIVE WATER LINE EXTENSION

WHEREAS, the extension of the water system by the Franklin Drive Water Line Extension Project which took place along and near Franklin Drive, was ordered by Resolution of this City Council duly passed on 15th day of October, 2019, and has completed in accordance therewith; and

WHEREAS, the total cost of the project has been computed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanford that:

1. The total cost of the above described project is hereby declared to be $41,421.00. The amount subject to assessment is $34,253.32.

2. The City Clerk is hereby directed to prepare a Preliminary Assessment Roll showing the individual assessments upon the benefited properties.

3. The City Clerk is hereby directed to make available during regular office hours, in the Clerk’s office, the Preliminary Assessment Roll for public inspection from this day through the 15th day of September, 2020.

4. The City Council will hold a public hearing at 6:00 pm on the 15th day of September, 2020, at Dennis Wicker Civic Center for the purpose of hearing all interested persons.

5. The City Clerk is hereby directed to publish the required notice of the public hearing and, no later than 10 days before the public hearing, to mail by first-class mail copies of the notice to the owners of real property listed on the Preliminary Assessment Roll.

Adopted this 4th day of August, 2020.

T. Chet Mann, Mayor

ATTEST:

_________________________________
Vicki Cannady, Deputy City Clerk

_________________________________
Susan C. Patterson, City Attorney
<table>
<thead>
<tr>
<th>No.</th>
<th>Property Owner</th>
<th>Property Address</th>
<th>Pin #</th>
<th>Owner's Address</th>
<th>Lots</th>
<th>Assessed cost</th>
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<tr>
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<td>Steven &amp; Meghan Chewning</td>
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<td>Michael Coldren</td>
<td>400 S Franklin Dr, Sanford, NC 27330</td>
<td>9632-23-4694-00</td>
<td>1334 Carthage St, Sanford NC 27330</td>
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<td>3</td>
<td>Brian &amp; Aimee Thompson</td>
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<td>4</td>
<td>Michael Coldren</td>
<td>403 S Franklin Dr, Sanford, NC 27330</td>
<td>9632-23-6331-00</td>
<td>1334 Carthage St, Sanford NC 27330</td>
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<td>5</td>
<td>Charlie Warf</td>
<td>405 S Franklin Dr, Sanford, NC 27330</td>
<td>9632-23-5221-00</td>
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<td>6</td>
<td>Ronald Miller</td>
<td>320 S. Franklin Dr, Sanford, NC 27330</td>
<td>9632-23-5860-00</td>
<td>320 S. Franklin Dr, Sanford, NC 27330</td>
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Schedule of Discounts: None
PRELIMINARY WATERLINE EXT. FRANKLIN DR

KEN BRIGHT ASSOCIATES, PLLC
LICENSE No.: P-0781
P.O. BOX 553 SANFORD, NC 27331
(919) 776-3444
kwbright@kenbrightengineering.com

SCALE: 1"=200'
DATE: 11/27/18
FILE: SP201834-FRANKLIN WATER

REVISIONS:
12/3/18 REMOVE NAMES
4/219 REDUCE TO 5 OWNERS
5/1/19 ADD OWNER 6

STEVEN & MEGHAN CHEWNING, 408 S. FRANKLIN DR
MICHAEL COLDREN, 400 S. FRANKLIN DR
BRIAN & AIMEE THOMPSON, 401 S. FRANKLIN DR.
MICHAEL COLDREN, 403 S. FRANKLIN DR.
CHARLIE WARF, 405 S. FRANKLIN DR.
RONALD MILLER, 320 S. FRANKLIN DR.
RESOLUTION DECLARING COST AND ORDERING PREPARATION OF PRELIMINARY ASSESSMENT ROLL, AND SETTING TIME AND PLACE FOR PUBLIC HEARING ON PRELIMINARY ASSESSMENT ROLL

BOTANY WOODS SEWER EXTENSION

WHEREAS, the extension of the sewer system by the Botany Woods Sewer Extension Project which took place along or near Botany Woods Drive, Windmill Drive, Shannon Drive, Pineknoll Drive, and Wilkins Drive, was ordered by Resolution of this City Council duly passed on 21st day of November, 2017, and has completed in accordance therewith; and

WHEREAS, the total cost of the project has been computed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanford that:

1. The total cost of the above described project is hereby declared to be $1,037,234.75. The amount subject to assessment is $249,404.84.

2. The City Clerk is hereby directed to prepare a Preliminary Assessment Roll showing the individual assessments upon the benefited properties.

3. The City Clerk is hereby directed to make available during regular office hours, in the Clerk’s office, the Preliminary Assessment Roll for public inspection from this day through the 15th day of September, 2020.

4. The City Council will hold a public hearing at 6:00 pm on the 15th day of September, at the Dennis Wicker Civic Center for the purpose of hearing all interested persons.

5. The City Clerk is hereby directed to publish the required notice of the public hearing and, no later than 10 days before the public hearing, to mail by first-class mail copies of the notice to the owners of real property listed on the Preliminary Assessment Roll.

Adopted this 4th day of August, 2020.

T. Chet Mann, Mayor

ATTEST:

_________________________________  Vicki Cannady, Deputy City Clerk

_________________________________  Susan C. Patterson, City Attorney
<table>
<thead>
<tr>
<th>Key</th>
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<th>Pin #</th>
<th>Owner's Address</th>
<th>Lots</th>
<th>Assessed cost</th>
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<tr>
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<td>Kelly &amp; Sterling Parker</td>
<td>618 Pineknoll Drive, Sanford, NC, 27330</td>
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<td>2</td>
<td>Billy &amp; Rhonda Starling</td>
<td>0 Pineknoll Drive, Sanford, NC, 27330</td>
<td>9633-86-0096-00</td>
<td>2408 Brookwood Trail, Sanford, NC, 27330</td>
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<td>3</td>
<td>Virginia B. Brown</td>
<td>608 Pineknoll Drive, Sanford, NC, 27330</td>
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<td>4</td>
<td>Richard &amp; Jennifer Oldham</td>
<td>602 Pineknoll Drive, Sanford, NC, 27330</td>
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<td>James &amp; Amy Wilson</td>
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<td>Nolan &amp; Deborah Williams</td>
<td>615 Pineknoll Drive, Sanford, NC, 27330</td>
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<td>Adrian Benedict</td>
<td>611 Pineknoll Drive, Sanford, NC, 27330</td>
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<td>Audrey Kassick</td>
<td>607 Pineknoll Drive, Sanford, NC, 27330</td>
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<td>9</td>
<td>Jennifer Oldham &amp; Nicholas Trey Williams</td>
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<td>Travis &amp; Brandy Grindle</td>
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<td>11</td>
<td>Philip &amp; Robin Sigismondi</td>
<td>2102 Wilkins Drive, Sanford, NC, 27330</td>
<td>9633-75-6633-00</td>
<td>2102 Wilkins Drive, Sanford, NC, 27330</td>
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<td>Carol &amp; Ann Yarborough</td>
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<td>Warren &amp; Tracy Clark</td>
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<tr>
<td>14</td>
<td>Roberto &amp; Laura Garcia</td>
<td>912 Botany Woods Drive, Sanford, NC, 27330</td>
<td>9633-85-0533-00</td>
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### CITY OF SANFORD
#### ASSESSMENT ROLL FOR SEWER EXTENSION
##### BOTANY WOODS SEWER EXTENSION (CONTINUED)

<table>
<thead>
<tr>
<th>Key</th>
<th>Property Owner</th>
<th>Property Address</th>
<th>Pin #</th>
<th>Owner’s Address</th>
<th>Lots</th>
<th>Assessed cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Walter &amp; Lily Ward, Jr.</td>
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<tr>
<td>16</td>
<td>This lot was recombined and became part of 9633-85-3740-00</td>
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<td>17</td>
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<td>20</td>
<td>David &amp; Marianne Reneau</td>
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<td>21</td>
<td>Heidi Staverman</td>
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<td>22</td>
<td>John A. &amp; Lou L. Knight</td>
<td>0 Shannon Drive, Sanford, NC, 27330</td>
<td>9633-85-3353-00</td>
<td>3610 Kimesville Road, Burillington, NC, 27215</td>
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<td>$6,927.91</td>
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<tr>
<td></td>
<td>Knight Family Trust</td>
<td>Hope G. Knight &amp; F.L. Knight, III, Trustees</td>
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<td>2014 Shannon Drive, Sanford, NC, 27330</td>
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<tr>
<td>23</td>
<td>The Fry Family Trust Agreement Edward T &amp; Kathryn Fry, Trustees</td>
<td>2011 Shannon Drive, Sanford, NC, 27330</td>
<td>9633-85-4037-00</td>
<td>2011 Shannon Drive, Sanford, NC, 27330</td>
<td>1</td>
<td>$6,927.91</td>
</tr>
<tr>
<td>24</td>
<td>Knight Family Trust</td>
<td>Hope G. Knight &amp; F.L. Knight, III, Trustees</td>
<td>0 Windmill Drive, Sanford, NC 27330</td>
<td>1808 Wilkins Drive, Sanford, NC, 27330</td>
<td>1</td>
<td>$6,927.91</td>
</tr>
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</table>
## CITY OF SANFORD
### ASSESSMENT ROLL FOR SEWER EXTENSION
#### BOTANY WOODS SEWER EXTENSION (CONTINUED)

<table>
<thead>
<tr>
<th>Key</th>
<th>Property Owner</th>
<th>Property Address</th>
<th>Pin #</th>
<th>Owner's Address</th>
<th>Lots</th>
<th>Assessed cost</th>
</tr>
</thead>
<tbody>
<tr>
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<td>William &amp; Marcia Belamy</td>
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<td>26</td>
<td>Brian &amp; Jan Smith</td>
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<td>Andrew &amp; Anna Lucas</td>
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<tr>
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<td>Hope G. Knight &amp; F.L. Knight, III, Trustees</td>
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<td>Larry &amp; Elizabeth O'Connell Trust</td>
<td>2020 Windmill Drive, Sanford, NC 27330</td>
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<tr>
<td></td>
<td>Larry O'Connell, Trustee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>Floyd L. &amp; Lynn H. Knight III</td>
<td>2024 Windmill Drive, Sanford, NC 27330</td>
<td>9633-84-7567-00</td>
<td>2024 Windmill Drive, Sanford, NC 27330</td>
<td>1</td>
<td>$ 6,927.91</td>
</tr>
<tr>
<td>32</td>
<td>William Carter &amp; Susan Keller</td>
<td>2030 Windmill Drive, Sanford, NC 27330</td>
<td>9633-94-3651-00</td>
<td>PO Box 130 Sanford NC 27330</td>
<td>1</td>
<td>$ 6,927.91</td>
</tr>
<tr>
<td>33</td>
<td>Donald R. &amp; Barbara H. Simpson</td>
<td>0 Pineknoll Drive, Sanford, NC, 27330</td>
<td>9633-96-1045-00</td>
<td>503 Carthage Street, Sanford, NC 27330</td>
<td>1</td>
<td>$ 6,927.91</td>
</tr>
<tr>
<td>34</td>
<td>This lot is owned by the City of Sanford. Its assessment has been paid</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>Ajitkumar &amp; Padmaben Patel</td>
<td>2203 Wilkins Drive, Sanford, NC 27330</td>
<td>9633-76-2076-00</td>
<td>2203 Wilkins Drive, Sanford, NC 27330</td>
<td>1</td>
<td>$ 6,927.91</td>
</tr>
<tr>
<td>36</td>
<td>Kimberly Hager</td>
<td>2105 Wilkins Drive, Sanford, NC 27330</td>
<td>9633-75-2833-00</td>
<td>2105 Wilkins Drive, Sanford, NC 27330</td>
<td>1</td>
<td>$ 6,927.91</td>
</tr>
</tbody>
</table>

Schedule of Discounts: None
Note: All existing utilities have not been verified in this area and may impact alignment/installation of the proposed sewer main.

Properties shown herein are subject to easement and restrictions of record that would be revealed by a thorough title search. This drawing should not be relied upon as a complete record of all easement that may affect these properties.

PRELIMINARY - NOT FOR CONSTRUCTION - FOR REVIEW ONLY
RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION FOR NON-CONTIGUOUS ANNEXATION
UNDER G.S. 160A-58.1

WHEREAS, a petition requesting a non-contiguous annexation of a 153.17+/− acre area described in said petition as property owned by Village of Cumnock, LLC (A portion of property with Tax Property Identification Number: 9635-04-5989-00) was received on November 1, 2019 by the City of Sanford; and

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

WHEREAS, the Sanford City Council deems it advisable to proceed in response to this request for annexation.

NOW, THEREFORE, BE IT RESOLVED by the Sanford City Council that:

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

ADOPTED this 4th day of August 2020.

____________________________________
T. Chet Mann, Mayor

ATTEST:

____________________________________
Vicki R. Cannady, Deputy City Clerk
PETITION REQUESTING NON-CONTIGUOUS ANNEXATION OF PROPERTY TO
THE CITY OF SANFORD, NC

Date: October 31, 2019

To the City Council of the City of Sanford:

1. We the undersigned owners of real property respectfully request that the area described in paragraph 2 below be annexed to the City of Sanford, NC.

2. The area to be annexed is non-contiguous to the City of Sanford and the boundaries of such territory are as follows:

   (See attached - Provide metes and bounds description of boundaries on separate page)*

3. A map is attached showing the area proposed for annexation in relation to the primary corporate limits of the City of Sanford. (and in relation to the primary corporate limits of the Town of Broadway.)**

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

   Do you declare vested rights?  Yes X  No

   Name  Address  Signature

   1. Michael L. Mazzella  4712 Shadow Ridge Court
                                 Holly Springs, NC 27540-9163

   2. Village of Cumnock, LLC

   Michael L. Mazzella, Manager

   Witness: Patricia Butler

   (Seal)

*The City of Sanford requires that the petitioner submit an annexation boundary survey of the property to be annexed along with a metes and bounds description.

**Include this wording when there is substantial question as to whether the area may be closer to another municipality than to the City of Sanford.
Property to be Annexed
of
Property of Village of Cumnock

A certain parcel of land that is located south of Southern Railroad right of way, east of Cumnock Road and Zimmerman Road, north of Cotten Road and west of Property of State of North Carolina and being located in West Sanford Township, Lee County, North Carolina and being more particular described as follows:

Beginning at NCGS Monument "Gulf" with NC Grid coordinates of North 657,577.06, East 1,914,868.25 NAD 1983 with a scale factor of 0.9998867; Thence, S 77° 34’ 16” E a horizontal grid distance of 14,314.60 feet to the Point Of Beginning said Point Of Beginning has the following grid coordinates of North 654,496.16 and East 1,928,847.37. said point also being Point Of Beginning being the eastern right of way of Cumnock Road and the dividing line of St Paul AME Zion Church, deed book 57 page 305; Thence along the eastern right of way of Cumnock Road the following two courses and distances Thence, N 18° 22’ 28” E for a distance of 768.81 feet to a point; Thence, N 06° 27’ 11” E for a distance of 190.06 feet to a point; Thence, along the dividing line of West Sanford Rural Volunteer Fire Department, Inc deed book 403 page 82 the following two courses and distances S 82° 58’ 04” E for a distance of 545.71 feet to a point; Thence, N 06° 04’ 12” E for a distance of 206.66 feet to a point; Thence, along the dividing line of Timothy H. Craig and wife Wenonah W. Craig deed book 435 page 836 the following two courses and distances, N 06° 49’ 23” E for a distance of 305.21 feet to a point; Thence, N 83° 34’ 29” W for a distance of 546.35 feet to a point in the eastern right of way of Cumnock Road; Thence along the eastern right of way of Cumnock Road, N 06° 26’ 17” E for a distance of 53.39 feet to a point; Thence along the dividing line of Steven P. Phillips and wife Patricia D. Phillips deed book 903 page 528 the following two courses and distances, S 83° 11’ 19” E for a distance of 196.38 feet to a point; Thence, N 06° 47’ 24” E for a distance of 200.02 feet to a point; Thence along the dividing line of Romona Ascough Lawson deed book 241 page 574 the following two courses and distances, N 07° 00’ 55” E for a distance of 199.25 feet to a point; Thence, N 82° 58’ 52” W for a distance of 200.00 feet to a point in the eastern right of way of Cumnock Road; Thence along the eastern right of way of Cumnock Road, N 06° 06’ 56” E for a distance of 49.72 feet to a point; Thence along the dividing line of Benjamin W. Spivey deed book 1457 page 828 the following three courses and distances S 83° 34’ 29” E for a distance of 355.00 feet to a point; Thence, N 06° 25’ 31” E for a distance of 186.50 feet to a point; Thence, N 83° 34’ 29” W for a distance of 355.00 feet to a point in the eastern right of way of Cumnock Road; Thence along the eastern right of way of Cumnock Road, N 06° 47’ 35” E for a distance of 74.87 feet to a point; Thence along dividing line of Wanda B.
Johnson deed book 278 page 92, S 83° 20' 14" E for a distance of 197.48 feet to a point; Thence along the dividing line of live estate for Ed Bryant, Jr. and wife Juanita H. Bryant and grantee Thomas Kevin Bryant, deed book 762 page 572 the following two courses and distances, N 86° 44' 31" E for a distance of 246.50 feet to a point; Thence, N 00° 15' 29" W for a distance of 189.20 feet to a point in the eastern right of way of Zimmerman Road; Thence along the eastern right of way of Zimmerman Road the following two courses and distances, a curve turning to the left with a radius of 255.40 feet and a chord bearing of N 41° 00' 35" E for a distance of 275.46 feet to a point; Thence, N 08° 22' 33" E for a distance of 42.30 feet to a point in the dividing line of the southern right of way of Southern Railroad; Thence along the southern right of way of Southern Railroad, S 46° 56' 55" E for a distance of 2587.21 feet to a point in the dividing line of State of North Carolina deed book 781 page 206; Thence along the dividing line of State of North Carolina the following eight courses and distances, S 33° 58' 31" E for a distance of 527.50 feet to a point; Thence, S 41° 22' 48" W for a distance of 527.38 feet to a point; Thence, S 42° 31' 28" E for a distance of 355.21 feet to a point; Thence, S 08° 58' 30" E for a distance of 200.07 feet to a point; Thence, S 37° 36' 19" E for a distance of 346.49 feet to a point; Thence, S 10° 38' 29" E for a distance of 100.44 feet to a point; Thence, S 51° 53' 49" W for a distance of 442.53 feet to a point; Thence, N 67° 11' 24" W for a distance of 94.66 feet to a point; Thence, S 52° 18' 05" W for a distance of 518.84 feet to a point in the northern right of way of Cotten Road; Thence along the northern right of way of Cotten Road the following four courses and distances, N 45° 52' 25" W for a distance of 760.33 feet to a point; Thence along a curve turning to the left having a radius of 691.99 feet with a chord bearing and distance of N 51° 32' 25" W for a distance of 136.65 feet to a point; Thence, N 57° 12' 24" W for a distance of 578.62 feet to a point; Thence, N 59° 34' 23" W for a distance of 405.24 feet to a point in the dividing line of St Paul A.M.E. Zion Church deed book 57 page 305; Thence along the dividing line of St Paul A.M.E. Zion Church N 76° 53' 43" W a distance of 1065.46 feet to the Point of Beginning containing 153.17 acres and being shown at the Lee County register of deeds as Tract A1 on Plat Cabinet 9 page 82B and recorded deed book 1056 pages 260-262 located in West Sanford Township, Lee County, North Carolina as shown on map entitled "Property of New Hills Associates Limited Partnership and Marie T. Emery" by The John R. McAdams Company, September 18, 2001, revised 10-5-01 and 10-18-01.

Legal description provided by:
Joyner Keeney PLLC, PO Box 7333, 1051 N. Winstead Avenue, Rocky Mount, North Carolina, 27804 252-977-1600 (cell)
www.joynerkeeney.com NC Firm Number P-0551. October 23, 2019

10/24/19
CERTIFICATE OF SUFFICIENCY FOR VOLUNTARY ANNEXATION

To the City Council of the City of Sanford of Lee County, North Carolina

I, Vicki R. Cannady, City of Sanford Deputy Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. 160A-31.

In witness whereof, I have hereunto set my hand and affixed the seal of the City of Sanford of Lee County, North Carolina this 4th day of August 2020.

(SEAL)

____________________________________
Vicki R. Cannady, City of Sanford Deputy Clerk
PETITION REQUESTING CONTIGUOUS ANNEXATION OF PROPERTY TO
THE CITY OF SANFORD, NC

Date: March 3, 2020

To the City Council of the City of Sanford:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Sanford, NC.

2. The area to be annexed is contiguous to the City of Sanford and the boundaries of such territory are as follows:

   (See attached - Provide metes and bounds description of boundaries on separate page)*

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

Name Address Signature
Westfall Sanford, LLC P.O. Box 3367 Sanford, NC 27331

By: Albert C. Adcock By: 
Manager

Limited Liability Co.

Name Address Signature

Corporation

President

ATTEST:

Secretary

* The City of Sanford requires that the petitioner submit an annexation boundary survey of the property to be annexed along with a metes and bounds description.
Lot 2 PC 9 Slide 20 (West Sanford Township)

Beginning at a North Carolina Geodetic Survey Station (Concrete Monument Named) “BUFFALO” with a NAD 83/2001 Grid Coordinate of North 625,470.70’ and East 1,939,525.17’ thence South 45 degrees 41 minutes 47 seconds West and a Grid Distance of 5,296.56 feet (To the BEGINNING CORNER) described as CONTROL “A” of this survey, an Existing Square Solid Iron in the Southwest corner of Felicia Ginger Wilder property DB 1400, P. 491 Lot 125 PC 8, SLIDE 52-E; thence North 83 degrees 40 minutes 47 seconds East distance 442.71 feet to an Existing Solid Iron at Fence Corner known as CONTROL “B” in the Southeast corner of Paul B. Wightman and wife Linda A. Wightman property DB 683, P. 38 Lot 126 PC 8 SLIDE 52-E; thence South 04 degrees 02 minutes 02 seconds West distance 151.76 feet to an Existing Solid Iron in the Northwest corner of Thomas A. Workman and wife, Deborah M. Workman property DB 462, P. 525; thence South 87 degrees 31 minutes 29 seconds West distance 32.01 feet to an Existing Iron Pipe at Fence Corner in the Northwest corner of Carletta Gibson Bales and husband Roger David Bales property DB 1009, P. 790; thence South 83 degrees 54 minutes 49 seconds West distance 401.59 feet to an Existing Solid Iron in the Southeast corner of Joseph E. Smith and wife Puni K. Smith property DB 654, P. 190 Lot 106 PC 8 SLIDE 41; thence North 02 degrees 27 minutes 47 seconds East distance 301.86 feet (to the POINT OF BEGINNING) containing 3.01 acres more or less.
Petition for Contiguous Annexation
Of Westfall Property

Parcels for Consideration

City Limit

Tax PIN: 9632-51-9611-00

City Limit
RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G. S. 160A-31

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

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Sanford of Lee County, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Civic Center, 1801 Nash Street at 6:00 pm on August 18, 2020.

Section 2. The area proposed for annexation is described as follows:

CITY OF SANFORD LEGAL DESCRIPTION FOR

Contiguous Annexation Boundary for Westfall Sanford, LLC
West Sanford Township, Lee County, NC

Lot 2 PC 9 Slide 20 (West Sanford Township)

Beginning at a North Carolina Geodetic Survey Station (Concrete Monument Named) “BUFFALO” with a NAD 83/2001 Grid Coordinate of North 625,470.70’ and East 1,939,525.17’ thence South 45 degrees 41 minutes 47 seconds West and a Grid Distance of 5,296.56 feet (To the BEGINNING CORNER) described as CONTROL “A” of this survey, an Existing Square Solid Iron in the Southwest corner of Felicia Ginger Wilder property DB 1400, P. 491 Lot 125 PC 8, SLIDE 52-E; thence North 83 degrees 40 minutes 47 seconds East distance 442.71 feet to an Existing Solid Iron at Fence Corner known as CONTROL “B” in the Southeast corner of Paul B. Wightman and wife Linda A. Wightman property DB 683, P. 38 Lot 126 PC 8 SLIDE 52-E; thence South 04 degrees 02 minutes 57 seconds West distance 151.76 feet to an Existing Solid Iron by Fence in the Northwest corner of Thomas A. Workman and wife, Deborah M. Workman property DB 462, P. 525; thence South 04 degrees 02 minutes 57 seconds West distance 155.36 feet to an Existing Solid Iron by Fence in the Southwest corner of Thomas A. Workman and wife, Deborah M. Workman property DB 462, P. 525; thence South 87 degrees 31 minutes 29 seconds West distance 32.01 feet to an Existing Iron Pipe at Fence Corner in the Northwest corner of Carletta Gibson Bales and husband Roger David Bales property DB 1009, P. 790; thence South 83 degrees 54 minutes 49 seconds West distance 401.59 feet to an Existing Solid Iron in the Southeast corner of Joseph E. Smith and wife Puni K.
Smith property DB 654, P. 190 Lot 106 PC 8 SLIDE 41; thence North 02 degrees 27
minutes 47 seconds East distance 301.86 feet (to the POINT OF BEGINNING)
containing 3.01 acres more or less.

Section 3. Notice of the public hearing shall be published in The Sanford Herald,
a newspaper having a general circulation in the City of Sanford at least ten (10) days
prior to the date of the public hearing.

Adopted this 4th day of August, 2020.

__________________________________________
T. Chet Mann, Mayor

ATTEST:

__________________________________________
Vicki R. Cannady, Deputy City Clerk
AGREEMENT BETWEEN
LEE COUNTY AND
THE CITY OF SANFORD
FOR REIMBURSEMENT OF CARES ACT FUNDING

This Agreement is entered into by and between Lee County, North Carolina (County) and the City of Sanford (Municipality), North Carolina, as of the _______ day ____________________, 2020.

WHEREAS, on March 27, 2020 the US Congress signed into law a $2.2 trillion Coronavirus Aid, Relief and Economic Security (CARES) Act; and

WHEREAS, North Carolina was allocated $4 billion in state and local aid from the CARES Act; and

WHEREAS, on May 4, 2020 the NC General Assembly signed into law Session Law 2020-4 entitled An Act to Provide Aid to North Carolinians in Response to the Coronavirus Disease 2019 (Covid-19) Crisis which created the Coronavirus Relief Fund (CRF) and directed $150 million in immediate aid to counties with an additional $150 million in reserve; and

WHEREAS, Lee County has received $1,255,156 in aid from the CRF to respond to the Covid-19 crisis from the first funding allocations from the State of North Carolina; and

WHEREAS, on July 1, 2020, the NC General Assembly signed into law Session Law 2020-80 releasing the $150 million in reserves for the counties to use on eligible expenses; and

WHEREAS, Lee County will receive $1,199,004 in aid from the second wave of funding; and

WHEREAS, CARES Act funds must be used to respond to the Covid-19 crisis; and

WHEREAS, under the terms of the CARES Act Counties are required, to allocate 25% of its funding to the municipalities; and

WHEREAS, the Lee County Board of Commissioners will allocate $588,423.96 to the City of Sanford and $25,118.29 to the Town of Broadway.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants of the parties as set forth herein, County and Municipality agree as follows:

1. **Amount of Grant.** County will disperse to Municipality for eligible expenses during the relevant period under the CARES Act in an amount not to exceed $588,423.96.

2. **Certification.** Municipality shall make a monthly report and certify to the County that the funds being disbursed:
a. are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Virus 2019 (COVID-19); and

b. were not accounted for in the budget most recently approved by Municipality as of March 27, 2020 (the date of enactment of the CARES Act); and

c. were incurred during the period that began on March 1, 2020 and ends on December 30, 2020; and

d. were spent in a manner consistent with terms of the Coronavirus Relief Fund set forth by the North Carolina Pandemic Recovery Office and in accordance with all applicable State and Federal laws; and

County reserves the right to reasonably request additional documentation to demonstrate compliance with the CARES Act and North Carolina Session Law 2020-4. This report must be due to the County by the 18th of each month in order for the County to report expenditures to the State.

3. **Plan for Funding.** In order for the County to comply with the requirement of submitting a plan to the State by September 1, 2020, the Municipality needs to submit its plan to the County by August 31, 2020. If the municipality fails to submit a plan, then the funds must be returned to the County for the County to use or redistribute to other municipalities. The County has a right to ask for documentation related to the plan and the Municipality agrees to provide any documentation the County deems necessary.

4. **Repayment of Ineligible Expenses.** If any expenditure made by the Municipality is later deemed to be ineligible under the CARES Act or Session Law 2020-4, then Municipality shall be responsible for the full amount of the ineligible expenditure.

5. **Maintain Records.** Municipality shall maintain records documenting each expenditure and will provide that documentation to County upon request or make such documentation available should there be an audit. The Municipality shall maintain all records related to this funding for five years.

6. **Unspent Funds.** Funds must be used for eligible expenditures between March 1, 2020 and December 30, 2020 for purposes that were not accounted for in the Municipality’s most recently approved budget as of March 27, 2020. Any unspent funds must be returned to the County.

7. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:
Lee County
Attn: County Manager
408 Summit Drive
Sanford, NC 27330

Municipality:

Each party shall keep the other party informed of its current address at all times.

8. Hold Harmless. That the Municipality shall release and hold County harmless from any and all liability arising from or related to expenditures reimbursed under this Agreement.

IN WITNESS WHEREOF, the parties hereunto cause this Agreement to be executed in their respective names to become effective on the date hereinabove written.

County:

By: ________________________________
John Crumpton
Lee County Manager

Municipality:

By: ________________________________
Mayor

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

________________________________
County Finance Officer

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

________________________________
Municipality Finance Officer