



**TOWN OF GRANITE QUARRY  
TOWN COUNCIL  
REGULAR MEETING MINUTES  
Thursday, July 11, 2024 6:00 p.m.**

**Present:** Mayor Brittany Barnhardt, Mayor Pro Tem Doug Shelton, Council Member John Linker, Council Member Laurie Mack, Council Member Rich Luhrs

**Staff:** Interim Town Manager/Fire Chief/Public Works Director Jason Hord; Town Clerk Aubrey Smith; Town Attorney Zachary Moretz; Planning, Zoning, and Subdivision Administrator Richard Flowe; Interim Police Chief Todd Taylor; Police Officer Travis Shuffler

**Call to Order:** Mayor Barnhardt called the meeting to order at 6:00 p.m.

**Moment of Silence:** Mayor Barnhardt led a moment of silence.

**Pledge of Allegiance:** The Pledge of Allegiance was led by Mayor Barnhardt.

**1. Approval of the Agenda**

Mayor Barnhardt stated an email had been forwarded by Clerk Smith regarding a possible discussion on the Town Manager search timeline. There was consensus to add the item after the other business items. Mayor Pro Tem Shelton requested that a Closed Session item be added to the agenda for a chance to consult with the attorney under attorney-client privilege.

**ACTION:** Council Member Linker made a motion to approve the agenda as presented and with the suggested amendments (*addition of items for TM timeline and closed session*). Mayor Pro Tem Shelton seconded the motion. The motion passed 4-0.

**2. Approval of the Consent Agenda**

**A. Approval of the Minutes**

- 1) Special Meeting June 10, 2024
- 2) Regular Meeting June 10, 2024
- 3) Closed Session June 10, 2024

**B. Departmental Reports**

**C. Financial Reports**

**D. Appointment – CAC**

Mayor Pro Tem Shelton asked Manager Hord how confident he was in the revenues and expenses shown on the financial reports. Manager Hord responded there were some invoices that were still coming in, but the data for the end of the fiscal year would have no substantial changes.

**ACTION:** Mayor Pro Tem Shelton made a motion to approve (*the consent agenda*). Council Member Linker seconded the motion. The motion passed 4-0.

**3. Public Comments** – There were no public comments.

**4. Town Manager's Update**

Manager Hord shared highlights from the Town Manager's Update in the agenda packet including a successful Fish for Fun event and new banners up throughout town. The PARTF grants will be awarded live August 23<sup>rd</sup>. The RFP for the Civic Park parking lot is posted and bids will be accepted through July 19<sup>th</sup>. The staff appreciation event was successful and enjoyed by all. The TAP sidewalk project is still in the design phase. There have been quite a few applications received for the open Fire positions; applications will be accepted through July 12<sup>th</sup>. Manager Hord stated he met with John Ganus and formulated a plan for moving forward with code enforcement. Communication has been excellent so far. Rowan Tourism confirmed that wayfinding signs should be received by early fall. Recent upgrades to Town Hall have taken place and include new paint and carpet in the meeting room and lobby.

Manager Hord introduced Todd Taylor who has been appointed Interim Police Chief. Chief Taylor has been with the Town for 28 years, most recently in the role of Police Investigator. He is also a Fire Captain at Bostian Heights. Chief Taylor was accompanied by his family including his wife Stephanie and son Alex. Mayor Barnhardt administered the oath of office.

Manager Hord introduced the newest police officer, Travis Shuffler. Officer Shuffler has been employed by the Town for the last six months, during which time he attended and completed the BLET program. Officer Shuffler graduated from Pfeiffer University with a degree in criminal justice. Officer Shuffler was accompanied by his family and fiancée. Chief Taylor administered the oath of office and then presented Officer Shuffler with his badge and a challenge coin. Chief Taylor spoke about the significance of an untarnished badge.

**5. Public Hearing**

**Zoning Map Amendment 2024-07-11 Cline**

**A. Staff Summary**

Planning, Zoning, and Subdivision Administrator Richard Flowe summarized the requested amendment to parcel 354 186 from Single-Family Residential-3 (SFR-3) to US Highway 52 Commercial (C-52). Two ordinances were presented to the Council for consideration: the first was recommended by the Planning Board and the second included conditions which were developed with the agreement of the applicant after discussion at the neighborhood meeting. If the ordinance including the conditions is adopted, it would create a conditional zoning district. The conditions appear as "Attachment B" to the ordinance and include additional setbacks.

Clerk Smith attested that notice of the hearing had been made.

**B. Public Hearing**

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:29 p.m.
  - There were no comments from the public.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:30 p.m.

**C. Council Discussion and Decision**

Council members asked questions of Mr. Flowe for clarification. It was stated that the applicant is not held to a specific use or plan at this time. Any rezoning would run with the land and not the property owner. Council members stated there had been previous concerns with the development of the property including issues with traffic and infrastructure.

**ACTION:** Council Member Linker made a motion to adopt Ordinance ZMA-2024-07-11 with conditions. Council Member Luhrs seconded the motion. The motion passed 3-1 with Council Member Mack opposed.

**6. Public Hearing**

**ZTA 2024-07-11 Religious Institution in MSD**

**A. Staff Summary**

Mr. Flowe summarized the application for the Zoning Text amendment which would change the written language of the ordinance to add in Table 8.1 of the Granite Quarry Development Ordinance a symbol indicating a listing of religious institutions in the Main Street District. Currently religious institutions are one of the primary listed uses in the Civic District and are only a listed use in that classification. Mr. Flowe stated that the act referred to as RLUPA clarified that local governments cannot restrict places of assembly by type. The current ordinance allows places of assembly including government, schools, clubs, and religious institutions in the Civic District. The proposed amendment would add religious institutions only in the Main Street District in addition to them being allowed in the Civic District.

Council Member Linker asked about the status of the Planning Board's review, as instructed by the Town Council, of the Table of Uses. Mr. Flowe stated it had begun and was ongoing. Mayor Pro Tem Shelton asked if there was a particular reason the use hadn't been listed in the Main Street District zoning classification before now. Mr. Flowe responded that to address the concerns of the RLUPA, in all the ordinances he has written over the past fifteen years, all those types of uses have been captured in their own district so that they have a singular standard. Prior to RLUPA schools and religious institutions had been allowed in most districts but the problem that arose was that different standards were applied to each depending on the district they were in. The Civic District was created to standardize the requirements.

Mayor Barnhardt asked if there was a risk associated with allowing religious institutions in multiple classifications. Attorney Moretz stated that the RLUPA required that all religious institutions be treated the same and that the current Civic District was meeting that; the request here would just be to add religious institutions in an additional zoning classification. Mayor Pro Tem Shelton stated a concern that allowing religious institutions in two separate classifications could mean different requirements. Attorney Moretz stated he didn't believe that represented any legal risk.

Council Member Luhrs asked about how the trend with storefront churches would be affected and asked if the Town has a liability if they are not allowed. Attorney Moretz stated he didn't believe so, assuming there was a reasonable number of places where churches would be allowed.

Clerk Smith attested that notice of the hearing had been made.

**B. Public Hearing**

- 1) Opened: Mayor Barnhardt opened the public hearing at 6:52 p.m.
  - There were no comments from the public.
- 2) Closed: Mayor Barnhardt closed the public hearing at 6:52 p.m.

**D. Council Discussion and Decision**

Mayor Pro Tem Shelton expressed a desire for the Planning Board to complete the review of the classification table before a decision was made. Mayor Barnhardt stated it was not unusual for the Council to request that a matter be reviewed in depth by the Planning Board.

Mr. Flowe stated that the specific religious institution in question was still allowed to meet in the Main Street District location while the amendment was under review.

**ACTION:** Mayor Pro Tem Shelton made a motion to defer a decision on the topic (*Ordinance ZTA-2024-07-11*) to the next regular meeting after 90 days. Council Member Mack seconded the motion. The motion passed 3-1 with Council Member Luhrs opposed.

**Old Business**  
**New Business**

**None**

**7. Ordinance**

**Comprehensive Land Use Plan Update & FLUM**

Mr. Flowe presented and summarized the drafted amendments to the Comprehensive Land Use Plan and associated Future Land Use Map. The amendments were drafted after the recent non-annexation boundary agreement with Salisbury which defined the areas of growth for the town and increased the town's scope of influence. The Planning Board has reviewed the proposed amendments. Mr. Flowe requested that the Council review the changes before the August 8<sup>th</sup> regular meeting when a public hearing on the ordinance updating the CLUP and FLUM will be held.

**8. Annexation**

**3000 Old Concord Road**

**A. Resolution Directing Clerk to Investigate**

Mr. Flowe presented the petition for voluntary annexation in the Town's area of influence.

**ACTION:** Council Member Linker made a motion to adopt Resolution 2024-07-11-1 directing the clerk to investigate a petition for annexation. Council Member Luhrs seconded the motion. The motion passed 4-0.

**B. Certificate of Sufficiency**

The certificate of sufficiency was entered into the record.

**C. Resolution Setting Date for Public Hearing**

**ACTION:** Council Member Luhrs made a motion to adopt Resolution 2024-07-11-2 setting the date for a public hearing regarding an ordinance for annexation. Council Member Mack seconded the motion. The motion passed 4-0.

**9. Agreement**

**Granite Industrial Park Sign Easement**

Manager Hord stated the agreement was drafted by Attorney Moretz and then reviewed and signed by Easter Creek.

**ACTION:** Council Member Luhrs made a motion to adopt the Easement Agreement for the Granite Industrial Park Sign. Council Member Mack seconded the motion. The motion passed 4-0.

**10. Discussion**

**Town Manager Search Timeline Discussion**

The Council discussed an email update from Centralina regarding applications that had been received for the Town Manager position and options for the timeline. There was Council consensus to go with the original timeline with the application period closing July 15<sup>th</sup> and the meeting to identify candidates taking place July 22<sup>nd</sup>.

**11. Council Comments** – There were no Council comments.

**12. Announcements and Date Reminders**

A. Monday	July 22	10:00 a.m.	Special Meeting w. Centralina (TM Search)
B. Saturday	July 27		Dragon Boat Festival
C. Wednesday	July 31	TBD (p.m.)	Special Meeting w. Centralina (TM Interviews)

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D. Monday	August 5	6:00 p.m.	Planning Board
E. Monday	August 5	6:15 p.m.	Board of Adjustment
F. Tuesday	August 6	5:30 p.m.	Events Committee

*The Council took a short recess at 7:30 p.m.*

*Mayor Barnhardt called the meeting back to order at 7:39 p.m.*

### **13. Closed Session**

**ACTION:** Mayor Pro Tem Shelton made a motion to go into closed session pursuant to N.C. General Statutes Section 143-318.11(a)(3) to consult with an attorney retained by the public body in order to preserve the attorney-client privilege. Council Member Linker seconded the motion. The motion passed 4-0.

*The Council went into closed session at 7:40 p.m.*

**ACTION:** Mayor Pro Tem Shelton made a motion to return to open session. Council Member Luhrs seconded the motion. The motion passed 4-0.

*The Council returned to open session at 7:50 p.m.*

Mayor Pro Tem Shelton stated that no action was taken in closed session.

### **Adjournment**

**ACTION:** Council Member Linker made a motion to adjourn. Mayor Pro Tem Shelton seconded the motion. The motion passed with all in favor. The meeting ended at 7:51 p.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk



**AN ORDINANCE AMENDING THE  
GRANITE QUARRY DEVELOPMENT ORDINANCE  
OF THE TOWN OF GRANITE QUARRY, NORTH CAROLINA**

Ordinance #ZMA-2024-07-11(CZ)

**BE IT ORDAINED** by the Mayor and Town Council of the Town of Granite Quarry, North Carolina that the Official Zoning Map (OZM) of the Granite Quarry Development Ordinance (GQDO) be amended in accordance with both GQDO Article 5 and Article 6 of G.S. Chapter 160D. The subject property of DWB Real Estate Properties LLC, described as Rowan parcel located at 0 US Hwy 52 (Parcel 354 186, PIN 5677-15-54-7222) and described with illustration in Exhibit "A" attached hereto. Said parcel consists of approximately 10.04 acres.

**Part 1. Consistency with Adopted Comprehensive Plan.**

The Town Council finds that a zoning map amendment applicable to the subject properties, from the current designation of "Single-Family Residential-3 (SFR-3)" to a new zoning designation in accordance with G.S. 160D-604(a) of "US Highway 52 Commercial (CZ)" and referenced upon the OZM as "C-52(CZ-2024-07-11)" with the conditions attached hereto in Attachment "B" is generally consistent with the Town's 2040 Comprehensive Land Use & Master Plan (the Plan) and the contiguous "Civic" designations facing the parcel across US Hwy 52 - South Salisbury Street on the Plan's "Future Land Use Map", as required by G.S. 160D-605(a).

**Part 2. Statement of Reasonableness.**

This amendment is reasonable because the subject property allows for the expansion of commercial type uses supporting neighborhoods of the Town while improving access to services compatible with neighborhood needs to improve the quality of life for Granite Quarry residents by enabling additional opportunities developed in accordance with the GQDO.

**Part 3. Establishment of New Zoning Designation.**

That Rowan County Parcel 354 186, PIN 5677-15-54-7222 as shown in Exhibit "A" attached hereto shall be designated "US Highway 52 Commercial (CZ)" and referenced as "C-52(CZ-2024-07-11)" on the Official Zoning Map with conditions attached hereto in Attachment "B".

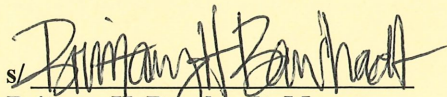
**Part 4. Amendment of Future Land Use Map.**

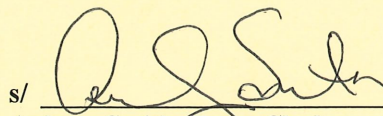
That Rowan County Parcel 354 186, PIN 5677-15-54-7222 as shown in Exhibit "A" attached hereto, shall be designated "Commercial" on the Future Land Use Map.

**Part 5. Effective Date.**

This Ordinance shall be effective at 12:01 AM on the 12<sup>th</sup> day of July 2024.

Adopted this 11<sup>th</sup> day of July 2024.

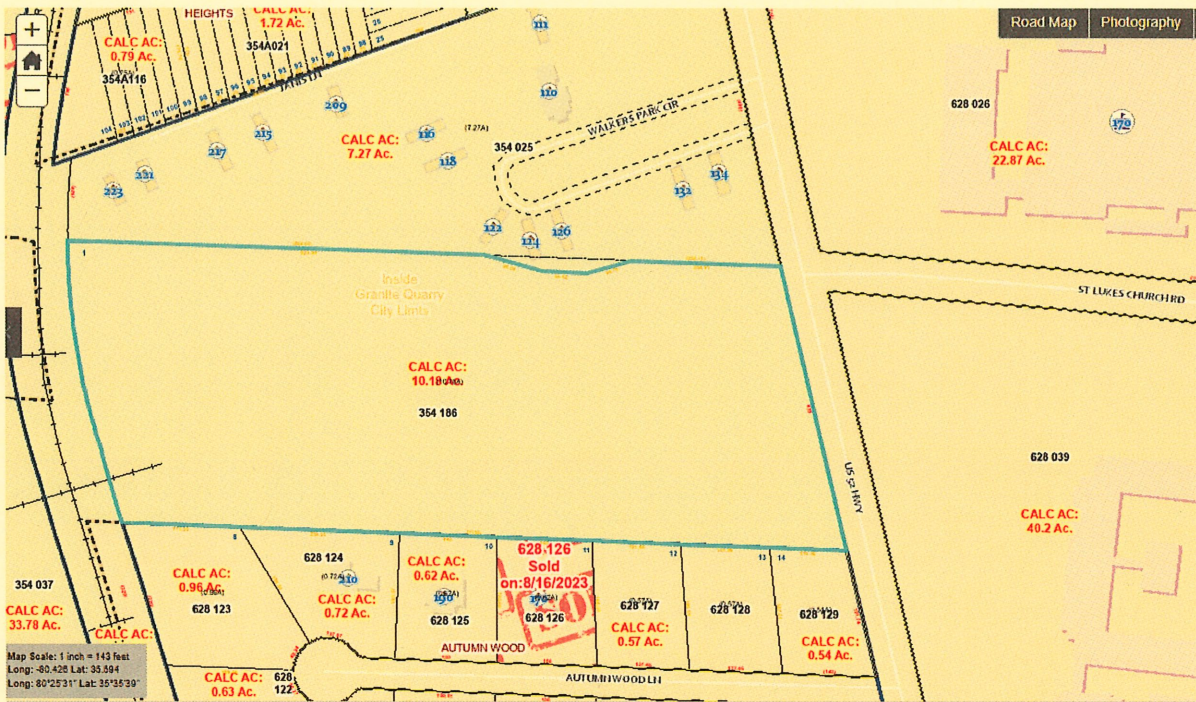
  
s/ Brittany H. Barnhardt, Mayor

  
s/ Aubrey Smith, Town Clerk





# Exhibit "A"



BEGINNING at a point in the centerline of the right of way of U.S. Highway 52, located at the southeast corner of the parcel described herein, thence a line North 88 deg. 00 min. 38 sec. West 149.42 feet (passing a 1/2" iron pipe set in the margin of the right of way of U.S. Highway 52 after 35.03 feet) to a 1/2" iron pipe at the common corner of lots 13 and 14 of Autumn Wood (Map Book 9995, page 1927); thence a line with lot 13 North 88 deg. 00 min. 20 sec. West 131.46 feet to a 1/2" iron pipe at the common corner of lots 12 and 13 of Autumn Wood; thence with the line of lot 12 North 87 deg. 58 min. 09 sec. West 131.49 feet to a 1/2" iron pipe at the common corner of lot 12 and 11 of Autumn Wood; thence with the line of lots 11, 10, and 9 of Autumn Wood, North 87 deg. 59 min. 13 sec. West 524.24 feet to a 1/2" iron pipe at the common corner of lots 9 and 8 of Autumn Wood; thence with the line of lot 8, North 87 deg. 59 min. 16 sec. West 172.31 feet to a 1/2" iron pipe at the corner of lot 8 of Autumn Wood and the margin of Norfolk Southern Railway; thence a line North 87 deg. 59 min. 16 sec. West 53.07 feet to the center line of Norfolk Southern Railway; thence 11 lines with Norfolk Southern Railway as follow: (1) North 16 deg. 53 min. 13 sec. West 36.30 feet; (2) North 16 deg. 25 min. 15 sec. West 32.93 feet; (3) North 15 deg. 55 min. 20 sec. West 36.23 feet; (4) North 14 deg. 53 min. 05 sec. West 38.15 feet; (5) North 13 deg. 51 min. 38 sec. West 33.79 feet; (6) North 12 deg. 33 min. 01 sec. West 34.77 feet; (7) North 09 deg. 49 min. 59 sec. West 70.24 feet; (8) North 06 deg. 59 min. 59 sec. West 34.90 feet; (9) North 05 deg. 12 min. 26 sec. West 38.34 feet; (10) North 03 deg. 13 min. 50 sec. West 42.85 feet; (11) North 01 deg. 19 min. 58 sec. West 29.06 feet to a point in the center of Norfolk Southern Railway; thence a line South 87 deg. 59 min. 29 sec. East, passing the corner of Anne O. Walker (Deed Book 484, Page 513) after 47.59 feet, and passing the top of a 3/4" iron pipe in the line of Walker after an additional 1047.69 feet, a total distance of 1144.48 feet to a point in the centerline of U.S. Highway 52; thence with U.S. Highway 52 a line South 12 deg. 50 min. 19 sec. East 430.01 feet to the point and place of BEGINNING, and being a 11.110 Ac. +/- tract as shown on Survey For: DWB Real Estate Properties LLC by Riley O. Gobbie, Jr. PLS, dated August 18, 2018, which survey is incorporated herein by reference.



Attachment "B"

Conditions applicable to the property designated by this Ordinance:

1. In addition to all applicable standards and specifications of the GQDO, development of the property shall provide, and a Site Development Plan per Article 7 of the GQDO shall show, a minimum of thirty (30) feet building setback from the southern property boundary adjoining the subdivision known as Autumn Wood.
2. A breach of these conditions shall constitute a violation of the GQDO unless altered by duly adopted ordinance amending these conditions.



**Resolution Directing the Clerk to Investigate an  
Annexation Petition Pursuant to  
Article 4A of G.S. 160A Governing Non-Contiguous Annexations**

**Resolution #RES-2024-07-11-1**

**WHEREAS**, a petition requesting annexation of an area described in said petition was received on the 13<sup>th</sup> day of June, 2024 by the Town of Granite Quarry; and

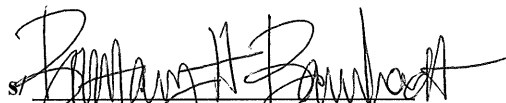
**WHEREAS**, N.C.G.S. Chapter 160A, Article 4A, Part 4 provides that the sufficiency of the petition shall be investigated by the Town Clerk of the Town of Granite Quarry, North Carolina before further annexation proceedings regarding the petition can take place; and

**WHEREAS**, the Mayor and Town Council of the Town of Granite Quarry, North Carolina deems it advisable to direct the Town Clerk to investigate the sufficiency of the petition in accordance with N.C.G.S. 160A-58.2;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Town Council of the Town of Granite Quarry, North Carolina that:

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

**ADOPTED** this the 11<sup>th</sup> day of July 2024

  
Brittany H. Barnhardt, Mayor

s/   
Aubrey Smith, Town Clerk



# TOWN OF GRANITE QUARRY, NORTH CAROLINA

## Certification of Sufficiency of Petition of Non-Contiguous Annexation

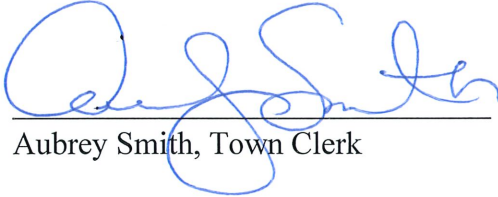
Date: July 11, 2024

To the Mayor and Town Council of the Town of Granite Quarry, North Carolina:

I, Aubrey Smith, Town Clerk of the Town of Granite Quarry, North Carolina, do hereby certify that the request for voluntary annexation by the owners of real property located at:

3000 Old Concord Road, Salisbury, North Carolina (Rowan County Parcel ID 402 073, 402 078, and 402 018) has been investigated for sufficiency for voluntary annexation.

The result of the investigation of this petition has been found to be sufficient under North Carolina General Statute 160A-58.2.

  
Aubrey Smith, Town Clerk





**Resolution Fixing the Date of Public Hearing on Question of  
Annexation Petition Pursuant to  
Article 4A of G.S. 160A Governing Non-Contiguous Annexations**

**Resolution #2024-07-11-2**

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

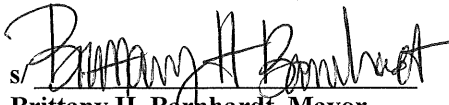
**WHEREAS**, the Mayor and Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Town Council of the Town of Granite Quarry, North Carolina that:

- Section 1. A public hearing on the question of annexation of the area described herein will be held at the Granite Quarry Town Hall, Thursday, August 8, 2024, at 6:00 PM or as early thereafter as the agenda progression allows, at the Granite Quarry Town Hall, 143 N. Salisbury Avenue, Granite Quarry, NC 28146.
- Section 2. The area proposed for annexation is described as follows:  
See Attached Map(s) showing the parcels lying outside of the Town Limits (Attachment A) and a description of said parcel(s) (Attachment B).
- Section 3. Notice of the public hearing shall be published in both the Salisbury Post newspaper as required by law.

**ADOPTED** this the 11<sup>th</sup> day of July 2024

  
s/ Brittany H. Barnhardt, Mayor

  
s/ Aubrey Smith, Town Clerk

Resolution #2024-07-11-2

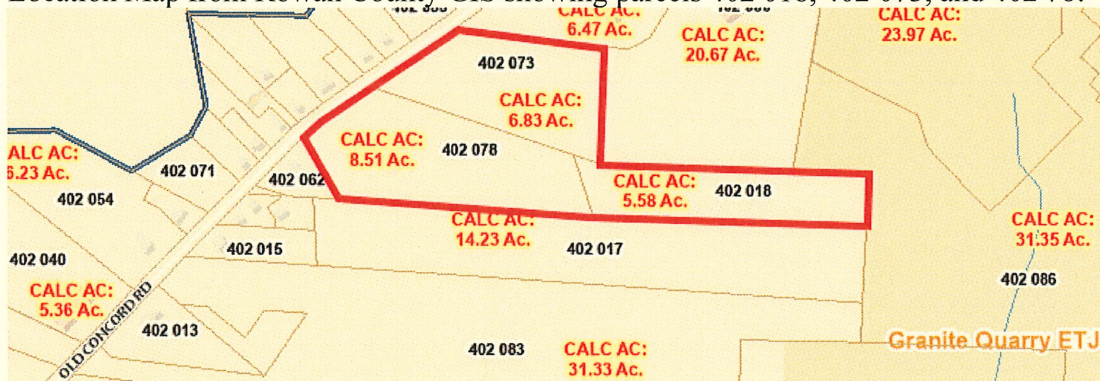


## ATTACHMENT A

Aerial image sourced from Google Earth by petitioner's agent illustrating the properties subject to this annexation:



Location Map from Rowan County GIS showing parcels 402 018, 402 073, and 402 78:



Resolution #2024-07-11-2



## ATTACHMENT B

Description(s):

### Parcel 402 073

BEGINNING at a railroad spike set, said railroad spike set being a common corner with the Rowan County Health Department and further being in the center line of Old Concord Road (SR 1002) and thence with the line of the Rowan County Health Department, South 82 degrees 48 minutes 00 seconds East 653.30 feet to an existing iron rod being a common corner with the Rowan County Board of Education; thence with the Board of Education South 03 degrees 40 minutes 40 seconds West 462.78 feet to an existing stone; thence North 71 degrees 28 minutes 05 seconds West 1000.68 feet to an existing iron rod being in the center line of Old Concord Road; thence North 55 degrees 44 minutes 45 seconds East 355.36 feet to the point and place of BEGINNING and being 7.130 acres as shown on a survey and map entitled "Boundary And Division Survey Plat For Blanche M. Julian", prepared by Hilderbran Surveying Company, dated October 25, 1999.

### Parcel 402 078

BEGINNING at an existing iron, said existing iron being a common corner with the 7.130 acre tract, thence with the 7.130 acre tract South 71 degrees 28 minutes 05 seconds East 900.68 feet to a new iron rod set being a common corner with a 5.583 acre tract; thence with the 5.583 acre tract South 17 degrees 20 minutes 10 seconds East 252.93 feet to a new iron rod set being the point of Beginning of the 5.583 acre tract and further being in the line of Max P. Webb and Glenn T. Webb (690-375); thence with Webb North 86 degrees 23 minutes 55 seconds West 1008.06 feet to an existing iron rod being a common corner with Deanna L. Graham (773-431); thence with Graham North 33 degrees 59 minutes 40 seconds West 322.76 feet to an existing iron rod being in the center line of Old Concord Road; thence with the center line of Old Concord Road four (4) lines as follows: (1) North 48 degrees 56 minutes 30 seconds East 73.71 feet to a rod, (2) North 52 degrees 04 minutes 50 seconds East 70.00 feet to a rod, (3) North 53 degrees 36 minutes 30 seconds East 70.00 feet to a rod, and (4) North 54 degrees 40 minutes 15 seconds East 110.36 feet to the point and place of BEGINNING and being 8.760 acres as shown on a survey and map entitled "Boundary and Division Survey Plat For Blanche M. Julian", prepared by Hilderbran Surveying Company, dated October 25, 1999.

*(This space left blank intentionally)*

Parcel 402 018

**TRACT 3:**

**BEGINNING** at a new iron rod set, said new iron rod set being in the line of Max P. Webb and Glenn T. Webb (690-375) and further being the easterly most rear point of an 8.760 acre tract, thence a line with Webb South 86 degrees 23 minutes 55 seconds East 210.00 feet to an existing stone monument; thence again with Webb South 87 degrees 48 minutes 20 seconds East 892.00 feet to an existing axle; thence two (2) lines with Rowan County as follows: (1) North 03 degrees 12 minutes 20 seconds West 210.25 feet to an iron, and (2) North 87 degrees 36 minutes 50 seconds West 307.06 feet to an existing iron rod being in the line of the Rowan County Board of Education (623-343); thence with the Board of Education North 87 degrees 30 minutes 10 seconds West 787.19 feet to an existing iron being a common corner with the 7.130 acre tract; thence North 71 degrees 28 minutes 05 seconds West 100.00 feet to a new iron rod set; thence South 17 degrees 20 minutes 10 seconds East 252.93 feet to the point and place of **BEGINNING** and being 5.583 acres as shown on a survey and map entitled "Boundary and Division Survey Plat For Blanche M. Julian", prepared by Hilderbran Surveying Company, dated October 25, 1999.



MAP	S/M	PAR	S/P	U/IN	L/IN	C/C	PART	INT
000		000						33

Rowan County Assessor's Office

This certifies that there are no delinquent ad valorem real estate taxes, which the Rowan County Tax Collector is charged with collecting, that are a lien on:  
Property Identification Number 000 000

This is not a certification that the Rowan County Property Identification Number matches this Deed description.

B Daniels

on behalf of Tax Collector

**BK 1445 PG 438**

## STATE OF NORTH CAROLINA

## EASEMENT AGREEMENT

### COUNTY OF ROWAN

THIS EASEMENT AGREEMENT ("Agreement") is made as of the date of the last signature hereto by and among EC ROWAN, LLC, a North Carolina limited liability company ("Grantor") and TOWN OF GRANITE QUARRY, a North Carolina municipality ("Town").

Grantor is the developer of the real property known as Tract 1 as shown on plat recorded in Book of Map 9995, Page 8258, Rowan County Registry (the "Development"). The Development is located within the town limits of the Town of Granite Quarry. The Grantor has agreed to permit the Town an easement upon Tract 1 to construct an entryway sign, provide landscaping and other improvements designed to beautify and enhance the Town and the Development's aesthetic appeal. Such improvements consist of (1) signage, (2) possible future landscaping (trees, bushes, plants, and flower beds), and (3) may include other appurtenances incident to the landscaping, and signage, such as lighting, electric meters and irrigation apparatus (referred to collectively herein as the "Entryway Components"). The Grantor has agreed to provide these easements to the Town to access, maintain and improve the Entryway Components.

The easements granted to the Town pursuant to this Agreement (the "Sign Easement Area") are more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Permanent Sign Easement Easement. Grantor hereby gives, grants and conveys to the Town, its successors and assigns, and Town accepts, a perpetual, appurtenant, exclusive easement on, over, upon, across, through and under the "Sign Easement Area" as more particularly shown on Exhibit A attached hereto for the presence and continued existence of the Entryway Components and for the Town's reasonable use and access in order to maintain, repair, reconstruct, replace and landscape the Entryway Components located at the corner of Heilig Road and along the front corner of Chamandy Drive upon Tract 1 (the "Entryway"). In exchange for these rights

Drawn by and mail to:  
Zachary M. Moretz  
Moretz Law Group, P.A.  
PO Box 446  
Concord, North Carolina 28026

Submitted electronically by "Moretz Law Group, P.A." in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Rowan County Register of Deeds.

and easements, the Town at its own expense shall construct and at all times maintain the Entryway Components in a high-quality and aesthetically pleasing manner.

2. Title. Grantor does hereby covenant and represent that, except as specifically set forth herein, it is lawfully seized with fee simple title to the Development and Tract 1 therein and that it possesses the right and authority to convey the rights and easements set forth herein to the Town.

3. Maintenance. The Town agrees and covenants at its sole cost and expense to maintain the Sign Easement Area and the Entryway Components and any future improvements and or appurtenances to them made by the Town. Except for the repair and maintenance obligations set forth herein, Grantor or the future respective owner(s) of Tract 1 of the Development shall be responsible for regular maintenance and upkeep of their respective Tract(s), including but not limited to regularly trimming the grass and keeping all landscaping in good condition after they have been improved. At no time may any owner(s) of said Tract 1 undertake or permit any act, condition or omission which shall impair the Entryway Components or the Town's rights described herein or which would harm the appearance of the Entryway Components or impair the right of the Town to access and maintain the same.

4. Indemnity. The Town shall indemnify, defend, and hold harmless Grantor from and against any and all loss, cost, claim, damage and expense, including reasonable attorneys' fees and court costs, arising out of the use and/or enjoyment by the Town of the easements and rights described herein. The Town shall promptly repair, at its sole cost and expense, any and all damage caused by the Town's entry upon the above-described Tract and shall restore any affected portions of Grantor's property to a condition which is equal to or better than the condition which existed prior to the Town's entry thereon.

5. Covenants Running With Land. It is expressly agreed that the rights and easements set forth in this Agreement shall constitute covenants running with the land for the benefit of the Town and Grantor, respectively, and their successors and assigns, and are binding upon the ownership and enjoyment of the Sign Easement Area.

6. Amendment. This Agreement may be amended or terminated only by written instrument executed by Grantor and the Town or their respective successors or assigns. No default or breach of this Agreement shall permit the Grantor nor its successors or assigns, to cancel or terminate the easements set forth herein, which shall be perpetual. The Town shall have all rights at law and in equity to enforce the provisions of this Agreement.

7. No Waiver. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed as a waiver of any such provisions, or of the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

8. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be

deemed a signature, and may be appended, to any other counterpart. All signatures need not appear on the same page.

9. Authority. Each party represents and warrants that it has full power and authority to enter into this Agreement, to perform the obligations set forth herein, and to carry out the acts contemplated by this Agreement. The execution, delivery, and performance of this Agreement by each party has been duly and validly authorized and approved by all requisite action. This Agreement constitutes the valid and legally binding obligation of the parties, enforceable in accordance with its terms and conditions.

TO HAVE AND TO HOLD all the rights and easements granted in this Agreement unto the Town, its successors and assigns, forever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR:

EC ROWAN, LLC, a North Carolina limited liability company

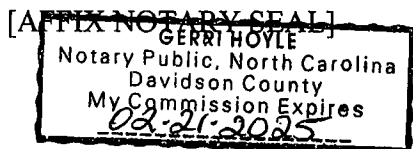
By: Brian D Lucas  
Printed name: Brian D Lucas  
Its Manager

STATE OF NORTH CAROLINA  
COUNTY OF Forsyth

I certify that the following person(s) personally appeared before me this day, each duly acknowledging to me that he or she executed the foregoing document in the capacities noted therein: Brian D. Lucas

Date: June 20, 2024

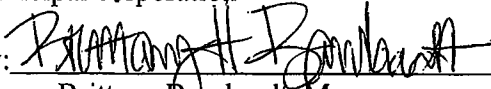
Geri Hoyle  
Notary Public  
My Commission Expires: 02-21-2025



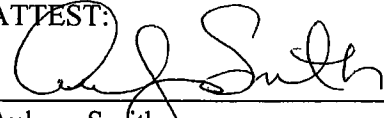


TOWN:

TOWN OF GRANITE QUARRY, a North Carolina  
municipal corporation

By:   
Brittany Barnhardt, Mayor

ATTEST:


  
Aubrey Smith  
Town Clerk

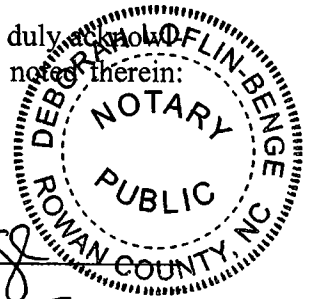


STATE OF NORTH CAROLINA  
COUNTY OF Rowan

I certify that the following person(s) personally appeared before me this day, each duly acknowledged to me that he or she executed the foregoing document in the capacities noted herein:  
Brittany Barnhardt

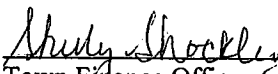
Date: 7/11/24

  
Notary Public  
My Commission Expires: 9/21/25



[AFFIX NOTARY SEAL]

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Provision for the payment of money to fall due under this agreement within the current fiscal year has been made by an appropriation duly authorized.

  
Town Finance Officer

7/15/24  
Date

## EXHIBIT A

### Sign Easement Area

Being all of that tract or parcel of land located in Rowan County, North Carolina, adjoining Heilig Road (S.R. 2528) to the south and by Chamandy Drive to the west, and described more particularly as follows:

Sign Easement Area at Entrance on the east side of Chamady Drive:

BEGINNING at a point at the eastern paved edge of Chamady Drive, said point being located in the southeast corner of Chamandy Drive and Heilig Road located in the western property line of Tract 1 as shown on that map recorded in Map Book 9995 at Page 8258, Rowan County Registry (the "Plat"); thence from said beginning point approximately 16' to a point; thence from said point approximately 48' to a point in Chamandy Drive and the western line of Tract 1; thence continuing 42' along the Chamandy Drive and Tract 1 to a point; thence a new line in Tract 1 approximately 72' to a point in the eastern line of Constance and Ernest Boahn (Deed Book 1405, Page 885); thence with Boahn's line approximately 44' to the POINT AND PLACE OF BEGINNING.