

TOWN OF MATTHEWS

309 South Trade Street
P.O. Box 398
Matthews, N.C. 28106
704/847-3640



Public Works Department

John J. Goins, Director

RESOLUTION ADDING STREETS TO THE MATTHEWS STREET SYSTEM

BE IT RESOLVED, by the Town of Matthews, North Carolina, at its regular session, held on January 9, 1995, that it hereby adds the following streets, in the last portion of the Heathers sub-division, to the Town's Street System:

- A portion of Swaim Drive 495'
- A portion of O'Malley 100'

RESOLVED, this the 9th day of January, 1995



 Mayor

ATTEST 

 Town Clerk

RESOLUTION DELEGATING AUTHORITY TO
DETERMINE REQUESTS FOR
RELEASE OR REFUND OF TAX

WHEREAS, N. C. G. S. 105-381 requires that the Governing Body, upon receiving a taxpayer's written statement of defense and request for release or refund, the governing body of the taxing unit shall within 90 days after receipt of such request determine whether the taxpayer has a valid defense to the tax imposed or any part thereof and shall either release or refund that portion of the amount that is determined to be in excess of the correct tax liability or notify the taxpayer in writing that no release or refund will be made; and

WHEREAS, N. C. G. S. 105-381 allows the governing body to, by resolution, delegate its authority to determine requests for a release or refund of tax of less than one hundred dollars (\$100.00) to the finance officer, manager, or attorney of the taxing unit.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of Commissioners of the Town of Matthews, North Carolina that authority is delegated to the finance officer and town manager to determine requests for a release or refund of tax of less than one hundred dollars (\$100.00).

RESOLVED, this the 23rd day of January, 1995.



Mayor, R. Lee Meyers

ATTEST:



Town Clerk

RESOLUTION DIRECTING THE TAX COLLECTOR
IN THE TREATMENT OF "SMALL"
UNDERPAYMENT AND OVERPAYMENTS

WHEREAS, N. C. G. S. 105-357 permits the governing body of a taxing unit to treat small underpayments of taxes as fully paid and to not refund small overpayments of taxes unless the taxpayer requests a refund before the end of the fiscal year in which the small overpayment is made; and

WHEREAS, N. C. G. S. 105-357 defines a small underpayment as a payment made, other than in person, that is no more than one dollar (\$1.00) less than the taxes due on a tax receipt and a small overpayment is a payment made, other than in person, that is no more than one dollar (\$1.00) greater than the taxes due on a tax receipt; and

WHEREAS, N. C. G. S. 105-357 may, by resolution, permit its tax collector to treat small underpayments of taxes as fully paid and to not refund small overpayments of taxes unless the taxpayer requests a refund before the end of the fiscal year in which the small overpayment is made.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of Commissioners of the Town of Matthews, North Carolina that authority is delegated to the tax collector to treat small underpayments of taxes as fully paid and to not refund small overpayments of taxes unless the taxpayer requests a refund before the end of the fiscal year in which the small overpayment is made.

RESOLVED, this the 23rd day of January, 1995.


Mayor - R. LEE MYERS

ATTEST:


Town Clerk

BUSINESS RESOLUTION AND AGREEMENT AUTHORIZING WIRE TRANSFERS WITH UNITED CAROLINA BANK

TYPE OF ORGANIZATION (Check One):

- North Carolina Corporation, Foreign Corporation, Sole Proprietorship, Partnership, Unincorporated Organization, Governmental Entity (Public Funds)

The undersigned attesting Secretary or, as applicable, the proprietor, partner, or other authorized person of the Town of Matthews, which is the type of organization checked above certifies to United Carolina Bank that the following resolutions were duly and regularly enacted by the organization's governing board...

RESOLVED, that any one of the following named person(s) ("Authorized Representative(s)") is authorized under the terms of the Agreement set forth below to transfer funds from any of the organization's deposit accounts with United Carolina Bank upon written or telephone request for wire service ("request for wire transfer").

Table with 3 columns: SIGNATURE, PRINTED NAME, TITLE. Rows include Barry L. Webb (Town Manager), S. Kay Thompson (Assistant Town Manager), and Christine L. Surratt (Accounting Technician).

RESOLVED, that this Resolution shall continue in full force and effect until after actual receipt by United Carolina Bank of a Resolution either amending or rescinding this Resolution.

RESOLVED, that the following Agreement, which has been duly executed on behalf of the organization, shall apply to any request for wire transfer made to United Carolina Bank:

WIRE TRANSFER AGREEMENT

The above named organization (hereinafter referred to as "you, or your") authorizes United Carolina Bank (hereinafter referred to as "Bank", "we", "our" or "us") to wire transfer funds from its account upon the request for wire transfer of any one of the Authorized Representatives named above.

I. Security

Set forth in the Security Procedure Agreement incorporated herein by reference is a set of procedures (the "Security Procedure") which you and Bank have agreed to use to verify all payment orders initiated by you hereunder.

The Security Procedure is strictly confidential and should not be disclosed by you or any Authorized Representative to anyone else except persons you deem to have a legitimate need to know.

If a payment order (or cancellation or amendment to a payment order) received by Bank purports to have been transmitted or authorized by you, one of your Authorized Representatives, or someone else using the current and valid Security Procedure, except as otherwise provided by applicable law or rules, it will be deemed effective as your payment order and you shall be obligated to pay us the amount of the payment order as provided herein even though the payment order was not authorized by you or one of your Authorized Representatives; provided we acted in compliance with the Security Procedure.

Despite anything to the contrary in this Agreement, Bank and you agree that Bank will accept oral instructions to delete the name of an Authorized Representative and that we may implement such instructions without the use of any Security Procedure. You further agree that you will send to Bank written confirmation of such deletion as soon as possible.

II. Execution of Payment Orders

Upon receipt by Bank of a payment order which has been verified by Bank pursuant to the Security Procedure, you hereby authorize and direct Bank to debit your account or accounts as specified by the payment order and to execute the payment order. You further authorize and direct Bank to implement such other instructions, including amendments or cancellations of prior payment orders, pursuant to the Security Procedure. Nothing contained herein shall obligate Bank to execute and accept any payment orders initiated by you and Bank shall only be deemed to have accepted a payment order upon execution thereof. You agree that Bank may handle payment orders received from you and other customers in any order selected by us, and that we may use any means, intermediaries, or funds transfer systems to effect the transfer as we, in our sole discretion, shall decide.

III. Types of Requests

(a) **Nonrepetitive Requests.** All payment orders or other instructions which are not repetitive requests, standing order transfers or drawdown requests as hereinafter defined, are considered nonrepetitive requests. You agree that Bank will implement nonrepetitive requests pursuant to the Security Procedure for Nonrepetitive Requests.

(b) **Repetitive Requests.** A payment order is considered a repetitive request if frequent transfers are to be made with all instructions remaining constant except for the amount. All repetitive requests initially must be registered with Bank in writing, and any additions, modifications, or cancellations of repetitive requests also must be in writing. A transfer will be made pursuant to a repetitive request in accordance with the Security Procedure for Repetitive Requests.

(c) **Standing Order Transfers.** A payment order is considered a standing order transfer if you have furnished Bank written instructions, on a form acceptable to Bank and executed by you or an Authorized Representative, to transfer funds based upon predetermined criteria described in such instructions. Upon receipt of such instructions, Bank shall be authorized to make any transfer from your account(s) designated in the instructions, without any further direction, request or authorization from you, upon the occurrence of circumstances or conditions which, in Bank's reasonable judgement, meet the criteria established in the instructions. All modifications, additions and cancellations of standing order transfers must be in writing.

(d) **Drawdown Requests.** A payment order is considered a drawdown request if it is initiated by a party other than you pursuant to your direction and authorization as evidenced by the Drawdown Request Agreement completed and executed by you and delivered to Bank. Upon receipt of a Drawdown Request, you authorize Bank to execute payment orders initiated by the person authorized in such Drawdown Request Agreement pursuant to the authority granted therein, until Bank receives written cancellation of such Drawdown Request.

IV. Deadlines

No instructions for payment orders, or for cancellation or amendment to a payment order received after 3:30 p.m. Eastern Standard or Daylight Savings Time ("the cutoff time") shall be effective to initiate, cancel or amend the payment order on that date. Bank shall incur no liability for refusing to honor any such instructions received after the cutoff time. Any payment orders received after the cut off time, or on weekends, holidays of Bank, the bank or institution to receive the transfer, or the funds transfer system to be used, will be treated as received on Bank's next business day available to consummate wire transfers.

V. Recording

You hereby consent to our tape recording of any instructions transmitted by telephone. However, Bank has no duty to record any instructions and the decision to record such instructions is totally within our discretion.

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VI. Confirmation

Bank agrees that it will furnish you an advice of debit for each transfer of funds made hereunder. You agree that you will carefully examine each advice of debit immediately upon receipt and report any error or exception immediately to the Wire Transfer Department of United Carolina Bank. Bank shall incur no liability for a debit made to any of your accounts unless you, within thirty (30) days of receipt of the advice or account statement reflecting the debit, shall notify Bank of your objections to the debit.

VII. Fees

You agree to pay all fees due Bank in accordance with its fees schedule for wire transfers, which we may change from time to time. You further agree to reimburse Bank for any actual expenses we may incur to execute, cancel or amend any payment order or perform any related act at your request. Other fees may apply to international wires or may be charged by the receiving bank to the beneficiary.

VIII. Overdrafts

You agree that, without Bank's prior consent, your payment orders will not exceed the **available** balance in your account(s) specified in the payment order and Bank shall have no duty to execute a payment order which exceeds your available balance. However, if a transfer should be effected which creates an overdraft in your account, with or without our prior consent, you agree to pay us the overdraft amount promptly upon demand. You further agree to pay us interest or such other fees as are called for in Bank's fees schedule, which we may change from time to time, and you agree to pay to us reasonable attorneys' fees and any other costs of collection in the event Bank must retain counsel to collect any overdrafts not promptly paid by you. You also agree that Bank may set off any sums due hereunder against any of your accounts at Bank.

IX. Limitation of Liability & Indemnification

Bank agrees that it will use its best efforts to see that requests for wire transfers, subject to the provisions of Paragraph IV above, are handled promptly and consummated on the day of receipt but makes no representation of such handling and you agree that Bank is not responsible for any loss resulting from delay in making a wire transfer. Should Bank be required to pay interest as compensation to you in connection with Bank's handling of a wire transfer of funds such interest shall constitute liquidated damages and shall be paid at a rate equal to the average federal funds rate (less allowable deductions) as published by the Federal Reserve Bank of Richmond, from time to time, for the applicable period involved. Such compensation may, at Bank's discretion, be paid directly to you or credited to your account. **YOU AGREE THAT BANK WILL NOT BE LIABLE FOR SPECIAL, IN-DIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH IT'S HANDLING OF ANY PAYMENT ORDER ON YOUR BEHALF, WHETHER AS SENDER OR BENEFICIARY.**

To the maximum extent permitted by law, delay by Bank in executing, accepting, paying, or otherwise dealing with a payment order beyond those time limits prescribed or permitted by law is excused if caused by interruption of communication facilities, suspension of payments by another bank, war, emergency conditions or other circumstances beyond the control of Bank provided it exercises such diligence as the circumstances require.

You agree to indemnify and hold Bank harmless from and against any and all third party claims for damages or expenses of any kind and nature, including attorney's fees, relating to Bank's action in the handling of any part of a payment order initiated by any of your Authorized Representative(s) whose authorization has not been terminated.

X. Termination

Bank may terminate this Agreement at any time by giving written or oral notice to you. Unless terminated by Bank, this Agreement shall remain in effect until we receive your written notice of termination and have been afforded a reasonable opportunity to act on such notice. This Agreement may not be assigned by you.

XI. Governing Law/Jurisdiction

(a) **GOVERNING LAW.** Except as provided herein, this agreement shall be governed by and construed and enforced in accordance with the laws of the United States and the State of North Carolina.

(b) **JURISDICTION.** You hereby consent to the personal jurisdiction of any Federal or State Court in North Carolina that has jurisdiction over the subject matter of any proceeding relating to this agreement.

Xii. Entire Agreement & Amendment

This Agreement, the Security Procedure Agreement, Bank's Deposit Account Agreement, any Drawdown Request Agreement, and any written instructions for Repetitive Requests or Standing Order Transfers shall constitute the entire Agreement of the parties. Bank may, by written notice to you sent by first class U.S. Mail ten days prior to its effective date, amend the terms of this Agreement from time to time.

iii. Other Provisions

(a) Use of Identifying Numbers. You are notified that payment of a payment order issued by you through Bank may be made by the beneficiary's bank on the basis of the identifying or bank account number you give even if that number identifies a person different from the intended, named beneficiary. YOU ARE CAUTIONED TO VERIFY THAT THE BENEFICIARY'S NAME AND IDENTIFYING OR BANK ACCOUNT NUMBER YOU GIVE US VERBALLY BY TELEPHONE REQUEST OR BY WRITTEN PAYMENT ORDER ISSUED BY YOU ARE CORRECT BEFORE WE WIRE TRANSFER ANY FUNDS ON YOUR BEHALF.

(b) Funds Transfer System Rules. Bank hereby gives notice that payment orders may be executed through Fedwire, a funds' transfer system operated by the Federal Reserve Banks, or through CHIPS (Clearing House Interbank Payments System), a funds' transfer system operated by the New York Clearing House. With respect to payment orders which are executed through Fedwire, Regulation J and all applicable operating circulars shall govern the payment orders. With respect to payment orders executed through CHIPS, the CHIPS Operating Rules shall govern the payment orders.

(c) Cancellation/Amendment of Payment Orders. Bank will use best efforts to implement instructions, verified pursuant to the Security Procedure, to cancel or amend a payment order accepted by Bank; provided, however, that Bank shall not be liable for its failure or inability to effect such cancellation or amendment, in which case you shall continue to be obligated to pay us the amount on your original payment order.

(d) Rejection of Payment Orders. Bank will use best efforts to provide oral, written or electronic notice to you of rejection of a payment order on or prior to the designated execution date of the order.

IN WITNESS WHEREOF, the above named organization has caused this Agreement to be duly executed, this 24 day of January, 1995.

Corporate Customer:

OR (Proprietor, Authorized Partner, Other Authorized Person, Secretary of Unincorporated Organization or Government Entity)

(Print Name of Corporation)

Town of Matthews (Print Name of Business Organization)

by: (Authorized Signature)

by: [Signature] (Seal)

(Print Name and Title)

R. Lee Myers - Mayor (Print Name and Title)

Attest: Corporate Secretary/Asst. Secretary

by: [Signature] (Seal)

Jill Pleimann, Town Clerk (Print Name and Title)

CORPORATE SEAL

For Bank Use Only

Date UCB Office and Number Open/Revised by Reference Acct.No.

SECURITY PROCEDURE AGREEMENT

The following are the Security Procedures agreed to by and between United Carolina Bank ("Bank") and _____ ("you, your").

I. SECURITY PROCEDURE SET UP

(A) TELEPHONE INITIATED REQUESTS FOR WIRE SERVICES BY FINANCIAL INSTITUTIONS ONLY

(1) Bank will assign security codes (private transfer codes), to your Authorized Representatives. The Codes will be placed in a Confidential Envelope addressed to your designated Authorized Representative. This envelope will be delivered by regular U.S. mail to your designated Authorized Representative for distribution to other Authorized Representatives.

(2) You and your Authorized Representatives will return written confirmation of receipt of the codes to Bank by no later than the predetermined date enclosed in your Confidential Envelope. If the designated Authorized Representative fails to timely return the written confirmation, the code will be void.

(B) ALL OTHER TELEPHONE INITIATED REQUESTS FOR WIRE SERVICES

You will initiate all requests through your branch of account. No security codes will be assigned.

(C) NON REPETITIVE WIRE TRANSFERS

Non Repetitive Transfers will not require additional security set-up.

(D) REPETITIVE & STANDING ORDER WIRE TRANSFERS

- (1) Set Up: Your Authorized Representative must execute a Master Wire Transfer Authorization form.
- (2) Cancellations: Cancellations must be in writing and signed by an Authorized Representative.
- (3) Amendments: Amendments must be in writing and signed by an Authorized Representative.

(E) DRAWDOWN WIRE REQUESTS:

- (1) Set-Up: Your Authorized Representative must execute a Drawdown Request Agreement. You will instruct Initiator to reference the assigned Repetitive Number/Line Code when requesting funds.
- (2) Cancellations: Cancellations must be in writing and signed by an Authorized Representative.
- (3) Amendments: Amendments must be in writing and signed by an Authorized Representative.

II. SECURITY PROCEDURE FOR THE EXECUTION OF WIRE TRANSFER PAYMENT ORDERS

(A) TELEPHONE INITIATED REQUESTS:

Your Authorized Representative will call its branch of account or, if a financial institution, the designated telephone number at Bank. (If you are a financial institution, your Authorized Representative will give the preassigned private transfer code as identification.) Your Authorized Representative will then give the following transfer information: amount, debit account, repetitive number (if applicable), receiving bank and beneficiary information.

(B) STANDING ORDER TRANSFERS:

Your security authorization is not required for preauthorized transfers.

(C) DRAWDOWN REQUEST:

Your security authorization is not required for preauthorized transfers.

(D) CANCELLATION

Cancellations will require the same security procedures as required to initiate the type of payment order request originally instituted. Bank may cancel your initiated transfer without your authorization if your account does not have sufficient funds to cover the payment order.

(E) AMENDMENT

Amendments will require the same security procedures as required to initiate the type of payment order request originally instituted. Bank will not make amendments to Repetitive Transfers, Drawdown Requests or Standing Order Transfers except those strictly complying with the agreement authorizing such Requests or Transfers.

(F) VERIFICATION:

Bank will contact any of your Authorized Representative(s) to verify payment orders. Bank shall determine, using varying criteria, when to verify your requests for wire transfers by call back pursuant to its security procedures.

TOWN OF MATTHEWS

309 South Trade Street
P.O. Box 398
Matthews, N.C. 28106
704/847-3640



Public Works Department

John J. Goins, Director

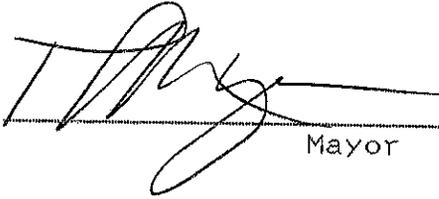
RESOLUTION ADDING STREETS TO THE MATTHEWS STREET SYSTEM

BE IT RESOLVED, by the Town of Matthews, North Carolina, at its regular session, held on February 13, 1995, that it hereby adds the following streets, in the Hampton Green subdivision, to the Town's Street System:

Whitefriars Ln.	.41 miles
Bydeford Court	.04 miles
Talbot Court	.05 miles
Evian Ln.	.20 miles
Demaree Ln.	.11 miles
Birkenhead Ln.	.05 miles
Gateshead Ln.	.47 miles
Brenwycke Ct.	.08 miles
Shrewsbury Ln.	.09 miles

	1.50 miles

RESOLVED, this the 13 day of February, 1995.



Mayor

ATTEST 

Town Clerk



TOWN OF MATTHEWS

P.O. Box 398
212 N. Trade Street
Matthews, North Carolina 28106
704/847-4411 • Fax: 704/845-1964

R. LEE MYERS - Mayor

BOARD OF COMMISSIONERS
Kathy Abernethy - Mayor Pro-Tem
Paul F. Bailey
George M. Fossett
Jim Gulley
Chris Kallianos
W. Kress Query

RESOLUTION TO INCREASE FUNDING OF THE PARK AND RECREATION TRUST FUND

WHEREAS, the 1991 session of the General Assembly enacted a bill that increased the excise tax on land transfers by one dollar per thousand; and

WHEREAS, 85 percent of the revenues from this increase on excise tax went into the General Fund of the State; and

WHEREAS, the 1994 General Assembly passed legislation that established a Park and Recreation Trust Fund for North Carolina designed to allocate such revenues for state and local parks.

WHEREAS, the Town of Matthews needs \$2,800,000.00 to meet the national standards in land acquisition and development of parks, greenways, open space and facilities for leisure opportunities for citizens.

WHEREAS, in 1994, 79 grant requests from local governments were received totaling \$2,438,419 and only \$200,000 was available, thereby further demonstrating the need for such a program.

WHEREAS, funding from the Federal Land and Water Conservation Fund, which was a major source of support for State and Local Parks Systems for the last 27 years, has decreased considerably since 1979; and

WHEREAS, the North Carolina Recreation and Park Society has requested support for funding the Park and Recreation Trust Fund and Natural Heritage Fund, from revenues associated with the 1991 increase on the land transfer, for use by local and state park systems.

NOW, THEREFORE, BE IT RESOLVED, that the Matthews Town Council calls on members of the General Assembly to dedicate revenues generated by the increase of the land transfer tax which was approved by the 1991 General Assembly to the Park and Recreation Trust Fund and the Natural Heritage Trust Fund during the 1995 session.

The Clerk is directed to send a copy of this resolution to each of the members of the General Assembly representing the citizens of Matthews and the North Carolina Recreation and Park Society.

This the 27th day of February, 1995

R. Lee Myers, Mayor



A RESOLUTION STATING THE INTENT OF THE
TOWN OF MATTHEWS, NORTH CAROLINA, TO
CONSIDER ANNEXATION OF THE AREA DESCRIBED
HEREIN AND FIXING THE DATE OF PUBLIC HEARING
ON THE QUESTION OF ANNEXATION.

BE IT RESOLVED by the Board of Commissioners of the Town of Matthews:

Section 1. That it is the intent of the Board of Commissioners of the Town of Matthews to consider annexation of the following described territory pursuant to Part 2, Article 4A of Chapter 160A of the General Statutes of North Carolina:

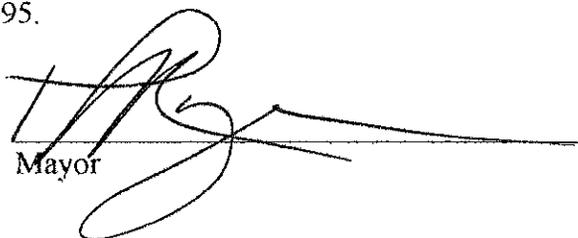
SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED HEREIN.

Section 2. That a public hearing on the question of annexing the above described territory will be held at the Town Hall in Matthews, North Carolina, at 7:00 P.M. on the 8th day of May, 1995, at which time plans for extending services to said territory will be explained and all residents and property owners in said territory and all residents of the Town of Matthews will be given an opportunity to be heard.

Section 3. That a report of plans for extending services to the above described territory be made available for public inspection at the office of the Town Clerk at least thirty (30) days prior to the date of said public hearing.

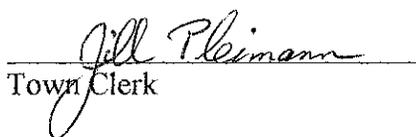
Section 4. That notice of said public hearing shall be given by publication as required by law.

Adopted this the 13th day of March, 1995.



Mayor

ATTEST:



Town Clerk

SCHEDULE "A"

SAM MALONE AND ASSOCIATES
LEGAL DESCRIPTION

ANNEXATION MAP SHOWING 82.31 ACRES BEING A PART OF THE DUKE POWER PROPERTY

BEGINNING at a point in the centerline of Old Monroe Road (SR 1009), said point being a common corner of the Duke Power Company Property recorded in Deed Book 4147 at Page 915 in the Mecklenburg County Public Registry, and the William S. Davenport and wife Carol M. Davenport Property recorded in Deed Book 2009 at Page 57; thence with the centerline of Old Monroe Road the following two (2) calls: (1) S 32-49-14 E 332.34 feet to a point, (2) S 32-49-14 E 1214.04 feet to a point; thence the following four (4) calls with the aforesaid Duke Power Company Property, (1) S 84-22-53 W 736.31 feet to a point, (2) S 28-13-21 W 195.33 feet to a point, (3) S 61-46-33 W 2650.99 feet to a point, (4) N 85-28-07 W 30.92 feet to a point; thence S 61-45-41 W 34.31 feet to a point; thence the following three (3) calls with the Duke Power Company Property recorded in Deed Book 4278 at Page 493: (1) S 19-59-00 E 247.15 feet to a point, (2) S 13-10-00 W 30.00 feet to a point, (3) S 13-38-00 W 983.60 feet to a point in the centerline of Pleasant Plains Road (SR 3448); thence with the centerline of Pleasant Plains Road, N 69-07-00 W 970.84 feet to a point; thence the following four (4) calls with the southerly lines of Brightmoor Subdivision recorded in Map Book 21 at Page 798 and Map Book 22 at Pages 149, 579, 385, and 578: (1) N 22-46-54-E 1345.09 feet to a point, (2) N 61-45-34 E 1279.72 feet to a point, (3) N 17-26-33 W 77.34 feet to a point, (4) N 61-46-52 E 1705.11 feet to a point being the southwesterly corner of the Kenneth Helms property, recorded in Deed Book 2747 at Page 29; thence the following two (2) calls with the aforesaid Helms Property: (1) N 61-51-15 E 454.66 feet to a point, (2) N 06-32-51 W 272.86 feet to a point being the common easterly corner of the aforesaid Helms Property and the Ray N. Mullis Property recorded in Deed Book 3435 at Page 41; thence N 06-19-02 W 474.14 feet to the point and place of beginning containing 82.31 acres more or less according to an annexation map prepared by Sam Malone and Associates dated January 25, 1995.

SCHEDULE "A"

SAM MALONE AND ASSOCIATES
LEGAL DESCRIPTION

ANNEXATION MAP SHOWING 245.54 ACRES, MONROE ROAD & PLEASANT PLAINS ROAD

BEGINNING at a point in the northerly line of the Larry D. Harrill and Susan B. Harrill Property recorded in Deed Book 6211 at page 250 in the Mecklenburg County Public Registry, said point also being on the county line division of Mecklenburg County and Union County, North Carolina; thence from said beginning point and along the aforesaid county line, S 46-23-53 W 3079.51 feet to a point in the centerline of Pleasant Plains Road, said point also being in the southerly line of the Pleasant Plains Baptist Church Property, as recorded in Deed Book 3233 at page 175; thence with the centerline of Pleasant Plains Road the following seven (7) calls: (1) N 87-11-25 W 399.51 feet to a point, (2) N 81-13-28 W 89.26 feet to a point, (3) N 69-44-24 W 493.00 feet to a point, (4) N 69-07-20 W 499.88 feet to a point, (5) N 69-07-04 W 554.05 feet to a point, (6) N 69-20-31 W 145.23 feet to a point, (7) N 69-12-12 W 402.39 feet to a point being the southeasterly corner of the Duke Power Company Property recorded in Deed Book 4278 at page 493; thence the following three (3) calls with the aforesaid Duke Power Company Property: (1) N 13-38-00 E 983.60 feet to a point, (2) N 13-10-00 E 30.00 feet to a point, (3) N 19-59-00 W 247.15 feet to a point being the common southerly corner of the aforesaid Duke Power Company Property and the Duke Power Company Property recorded in Deed Book 4272 at page 546; thence N 61 5-41 E 34.31 feet to a point being the common corner of the aforesaid Duke Power Company Property and the Duke Power Company Property recorded in Deed Book 4147 at page 915; thence the following five (5) calls with the Duke Power Company Property: (1) S 85-28-07 E 30.92 feet to a point, (2) N 61-46-33 E 2650.99 feet to a point, (3) N 28-13-21 E 195.33 feet to a point, (4) N 84-22-53 E 736.31 feet to point, (5) N 82-39-18 E 269.01 feet to a point; thence S 57-50-23 E 466.50 feet to a point in the southerly line of the Judy Drake Property (by will); thence the following six (6) calls with aforesaid Drake line: (1) N 74-56-02 E 212.00 feet to a point, (2) S 82-03-58 E 297.00 feet to a point, (3) S 37-23-57 E 240.44 feet to a point, (4) S 33-38-29 E 353.00 feet to a point, (5) S 34-18-49 E 284.32 feet to a point, (6) S 34-18-49 E 84.64 feet to the point and place of beginning containing 245.54 acres more or less according to an annexation map prepared by Sam Malone and Associates dated February 6, 1995.

A RESOLUTION STATING THE INTENT OF THE
TOWN OF MATTHEWS, NORTH CAROLINA, TO
CONSIDER ANNEXATION OF THE AREA DESCRIBED
HEREIN AND FIXING THE DATE OF PUBLIC HEARING
ON THE QUESTION OF ANNEXATION.

BE IT RESOLVED by the Board of Commissioners of the Town of Matthews:

Section 1. That it is the intent of the Board of Commissioners of the Town of Matthews to consider annexation of the following described territory pursuant to Part 2, Article 4A of Chapter 160A of the General Statutes of North Carolina:

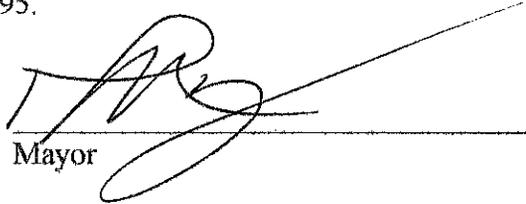
SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED HEREIN.

Section 2. That a public hearing on the question of annexing the above described territory will be held at the Town Hall in Matthews, North Carolina, at 7:00 P.M. on the 8th day of May, 1995, at which time plans for extending services to said territory will be explained and all residents and property owners in said territory and all residents of the Town of Matthews will be given an opportunity to be heard.

Section 3. That a report of plans for extending services to the above described territory be made available for public inspection at the office of the Town Clerk at least thirty (30) days prior to the date of said public hearing.

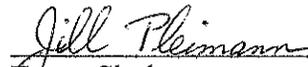
Section 4. That notice of said public hearing shall be given by publication as required by law.

Adopted this the 13th day of March, 1995.



Mayor

ATTEST:



Town Clerk

SCHEDULE "A"

LEGAL DESCRIPTION OF PROPERTY OF
WESSEL'S NURSING HOME OF MATTHEWS, INC.

BEGINNING at a point lying and being on the easterly right-of-way of the Matthews Connector Road (Fullwood Road), said right-of-way being 70 feet wide; thence from said Beginning Point North 82-49-02 East 480.00 feet to a point; thence South 35-46-23 East 265.91 feet to a point; thence South 36-58-28 West 310.55 feet to a point; thence South 06-05-49 East 51.68 feet to a point; thence South 83-03-08 West 49 feet to a point; thence South 36-58-28 West 50.25 feet to a point; thence North 32-11-04 West 40.01 feet to a point; thence South 83-03-08 West 289.02 feet to a point in the easterly right-of-way of the aforesaid Matthews Connector Road; thence with the easterly right-of-way of said Matthews Connector Road North 07-10-58 West 506.36 feet to the point and place of BEGINNING containing 5.92 acres all as shown on an annexation map prepared by Sam Malone & Associates dated January 25, 1995.

A RESOLUTION STATING THE INTENT OF THE
TOWN OF MATTHEWS, NORTH CAROLINA, TO
CONSIDER ANNEXATION OF THE AREA DESCRIBED
HEREIN AND FIXING THE DATE OF PUBLIC HEARING
ON THE QUESTION OF ANNEXATION.

BE IT RESOLVED by the Board of Commissioners of the Town of Matthews:

Section 1. That it is the intent of the Board of Commissioners of the Town of Matthews to consider annexation of the following described territory pursuant to Part 2, Article 4A of Chapter 160A of the General Statutes of North Carolina:

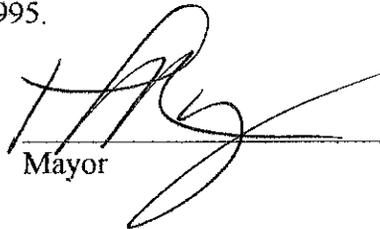
SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED HEREIN.

Section 2. That a public hearing on the question of annexing the above described territory will be held at the Town Hall in Matthews, North Carolina, at 7:00 P.M. on the 8th day of May, 1995, at which time plans for extending services to said territory will be explained and all residents and property owners in said territory and all residents of the Town of Matthews will be given an opportunity to be heard.

Section 3. That a report of plans for extending services to the above described territory be made available for public inspection at the office of the Town Clerk at least thirty (30) days prior to the date of said public hearing.

Section 4. That notice of said public hearing shall be given by publication as required by law.

Adopted this the 13th day of March, 1995.



Mayor

ATTEST:



Town Clerk

LEGAL DESCRIPTION

405.10 ACRES BEING THE MARTIN-MARIETTA CORPORATION PROPERTY

BEGINNING at a point in the centerline of Sam Newell Road said point being the common easterly corner of the Martin-Marietta Corporation Property recorded in Deed Book 3113 Page 216 in the Mecklenburg County Public Registry and the corner if extended of Tract G of the Carotek Business Park as recorded in Map Book 26 Page 114 thence, with the line of the afore said Carotek Business Park South 76-25-08 West 866.28 feet to a point, said point being the Northeasterly corner of Lot 3 of the Charles E and Mary C Hulsey Property, as recorded in Map Book 26 Page 189, thence with the aforesaid Hulsey Property South 62-49-11 West 1280.92 feet to a point in the Centerline of the Seaboard Airline Railroad Right-of-way said Right-of-way being 200 feet in width, thence with the aforementioned centerline of the Seaboard Airline Railroad the following 25 calls: 1) North 05-28-01 West 620.01 feet to a point; 2) North 05-16-36 West 467.95 feet to a point; 3) North 05-08-03 West 492.56 feet to a point; 4) North 05-18-37 West 555.28 feet to a point; 5) North 05-18-43 West 507.30 feet to a point; 6) North 06-16-13 West 391.67 feet to a point; 7) North 10-48-31 West 194.25 feet to a point; 8) North 14-39-58 West 195.59 feet to a point; 9) North 17-53-02 West 107.19 feet to a point; 10) North 20-03-05 West 105.77 feet to a point; 11) North 22-08-59 West 104.40 feet to a point; 12) North 24-24-56 West 101.62 feet to a point; 13) North 26-34-17 West 101.75 feet to a point; 14) North 27-54-58 West 50.29 feet to a point; 15) North 29-16-28 West 53.62 feet to a point; 16) North 30-17-15 West 106.50 feet to a point; 17) North 31-09-36 West 119.24 feet to a point; 18) North 31-21-51 West 536.06 feet to a point; 19) North 31-23-08 West 321.74 feet to a point; 20) North 31-31-22 West 105.38 feet to a point; 21) North 31-21-37 West 101.60 feet to a point; 22) North 31-18-35 West 109.29 feet to a point; 23) North 29-58-46 West 108.44 feet to a point; 24) North 27-24-51 West 107.69 feet to a point; 25) North 24-20-46 West 114.36 feet to a point, thence leaving the aforesaid centerline of Seaboard Airline Railroad Right-of-way and with the Southerly line of the Sardis Road North Associates LTD Property as recorded in Deed Book 5683 Page 797, and the Southerly line of Crownpoint Business Park, as recorded in Map Book 21 Page 484, Map Book 21 Page 591, Map Book 24 Page 66 and Map Book 24 Page 451, the following 13 calls: 1) North 71-03-39 East 140.75 feet to a point; 2) North 22-28-47 East 120.24 feet to a point; 3) North 57-56-14 East 1135.96 feet to a point, 4) North 26-32-44 West 82.88 feet to a point, 5) North 34-23-00 West 112.92 feet to a point, 6) North 24-45-30 West 85.47 feet to a point, 7) North 20-24-19 West 90.91 feet to a point, 8) South 84-40-59 East 589.14 feet to a point, 9) South 84-17-20 East 154.04 feet to a point, 10) South 84-10-07 East 547.53 feet to a point, 11) South 84-02-23 East 53.64 feet to a point, 12) North 47-24-39 East 515.06 feet to a point, 13) South 85-57-26 East 401.26 feet to a point, on the Westerly right-of-way of U.S. Highway 74, East Independence Boulevard, thence North 55-09-15 East 200.37 feet to a point on the easterly right-of-way of the Aforesaid U.S. Highway 74, thence with the said right-of-way the following 2 calls: 1) South 34-50-44 East 614.84 feet to a point,

and 2) South 34-50-44 East 1423.75 feet to a point, thence South 55-11-44 West 100.00 feet to a point in the centerline of the Aforementioned U.S. Highway 74, thence with said centerline South 34-48-16 East 785.82 feet to a point, thence leaving said centerline South 13-46-32 West 72.42 feet to a point in the centerline of the right-of-way of Sam Newell Road, Said right-of-way being 60 feet in width thence with the aforesaid centerline the following 80 calls:

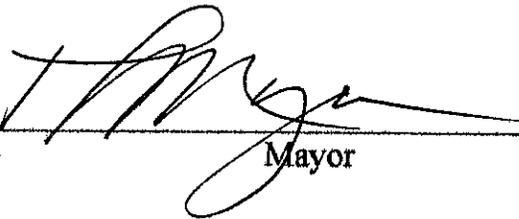
- 1) South 62-54-25 West 53.11 feet to a point,
- 2) South 64-27-06 West 51.02 feet to a point,
- 3) South 64-30-04 West 51.55 feet to a point,
- 4) South 60-48-22 West 52.29 feet to a point,
- 5) South 52-32-07 West 50.75 feet to a point,
- 6) South 45-27-08 West 51.97 feet to a point,
- 7) South 42-07-41 West 50.50 feet to a point,
- 8) South 41-21-07 West 49.83 feet to a point,
- 9) South 41-09-13 West 48.65 feet to a point,
- 10) South 41-03-24 West 50.93 feet to a point,
- 11) South 40-55-41 West 50.06 feet to a point,
- 12) South 41-11-09 West 48.66 feet to a point,
- 13) South 41-17-36 West 49.87 feet to a point,
- 14) South 41-17-06 West 49.15 feet to a point,
- 15) South 41-23-15 West 49.86 feet to a point,
- 16) South 41-03-40 West 50.94 feet to a point,
- 17) South 41-15-51 West 50.87 feet to a point,
- 18) South 41-09-25 West 50.03 feet to a point,
- 19) South 40-52-26 West 52.17 feet to a point,
- 20) South 40-41-09 West 50.17 feet to a point,
- 21) South 40-30-54 West 51.53 feet to a point,
- 22) South 40-41-15 West 52.08 feet to a point,
- 23) South 40-42-22 West 53.05 feet to a point,
- 24) South 40-44-35 West 51.45 feet to a point,
- 25) South 40-09-47 West 53.04 feet to a point,
- 26) South 39-00-39 West 53.11 feet to a point,
- 27) South 37-00-35 West 53.73 feet to a point,
- 28) South 35-37-49 West 49.59 feet to a point,
- 29) South 35-09-02 west 55.20 feet to a point,
- 30) South 32-53-46 West 52.26 feet to a point,
- 31) South 30-50-25 West 51.81 feet to a point,
- 32) South 29-14-47 West 51.57 feet to a point,
- 33) South 26-57-43 West 51.14 feet to a point,
- 34) South 25-02-57 West 57.76 feet to a point,
- 35) South 23-24-25 West 51.15 feet to a point,
- 36) South 22-14-03 West 49.11 feet to a point,
- 37) South 21-38-57 west 50.58 feet to a point,
- 38) South 21-04-06 West 51.18 feet to a point,
- 39) South 19-49-54 West 50.07 feet to a point,
- 40) South 18-05-22 West 53.87 feet to a point,
- 41) South 16-25-48 West 49.39 feet to a point,
- 42) South 15-12-36 West 51.26 feet to a point,
- 43) South 14-50-52 West 48.87 feet to a point,
- 44) South 14-41-28 West 48.94 feet to a point,
- 45) South 14-42-53 West 48.35 feet to a point,
- 46) South 14-57-23 West 50.02 feet to a point,
- 47) South 14-32-38 West 50.31 feet to a point,
- 48) South 13-00-21 West 50.40 feet to a point,
- 49) South 11-34-09 West 50.97 feet to a point,
- 50) South 09-27-28 West 51.04 feet to a point,
- 51) South 07-00-45 West 50.65 feet to a point,
- 52) South 03-46-32 West 51.23 feet to a point,
- 53) South 00-11-36 East 52.20 feet to a point,
- 54) South 02-14-10 East 51.44 feet to a point,
- 55) South 03-20-42 East 49.52 feet to a point,
- 56) South 04-25-52 East 50.77 feet to a point,
- 57) South 04-37-28 East 50.39 feet to a point,
- 58) South 04-59-59 East 51.37 feet to a point,
- 59) South 04-59-30 East 49.50 feet to a point,
- 60) South 04-51-18 East 51.86 feet to a point,
- 61) South 04-40-46 East 50.29 feet to a point,
- 62) South 04-05-32 East 50.99 feet to a point,
- 63) South 03-41-37 East 51.05 feet to a point,
- 64) South 03-02-07 East 51.33 feet to a point,
- 65) South 02-24-49 East 52.84 feet to a point,
- 66) South 02-17-33 East 52.38 feet to a point,
- 67) South 01-39-34 East 51.63 feet to a point,
- 68) South 01-06-35 East 52.52 feet to a point,
- 69) South 00-28-59 East 50.45

feet to a point, 70) South 00-30-08 East 51.79 feet to a point, 71) South 00-23-23 East 51.43 feet to a point, 72) South 00-26-26 East 52.40 feet to a point, 73) South 00-35-13 East 51.56 feet to a point, 74) South 00-58-21 East 53.07 feet to a point, 75) South 01-45-15 East 52.45 feet to a point, 76) South 02-44-00 East 51.39 feet to a point, 77) South 04-46-02 East 51.93 feet to a point, 78) South 06-36-25 East 50.93 feet to a point, 79) South 11-33-28 East 101.68 feet to a point, 80) South 16-49-47 East 35.76 feet to the point and place of Beginning and containing 405.10 acres more or less as shown on an Annexation Map prepared by Sam Malone & Associates and dated January 25, 1995

RESOLUTION ADDING STREETS TO THE MATTHEWS STREET SYSTEM

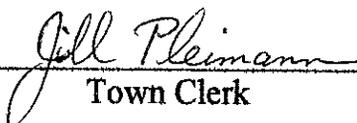
BE IT RESOLVED, By the Town of Matthews, North Carolina, at its regular session, held on April 10, 1995, that it hereby requests that the State of North Carolina delete the following Streets (See attached sheets) from the State System and that these Streets be added to the Town of Matthews's Street System.

RESOLVED, this the 10th day of April , 1995



Mayor

ATTEST



Town Clerk

Attachment
Resolution Adding Streets

• Cross Point Rd.	.21 miles
Tensing Ct.	.06 miles
Honey Creek Ln.	.25 miles
Streatley Ln.	.06 miles
Sweet Bay Ln.	.04 miles
Crescent Knoll Dr.	.83 miles
Cindy Carr Dr.	.19 miles
Driftway Point Rd.	.08 miles
Sunnyview Cir.	.30 miles
Ezra Ct.	.03 miles
Treasure Hill Ct.	.03 miles
Ridgebury Terrace	.09 miles
Terra Glen Ct.	.06 miles
Old Pond Ln.	.11 miles
Peggy Ridge Terrace	.02 miles
Bridgemere Terrace	.08 miles
Gold Hill Rd.	.16 miles
Mara Ct.	.05 miles
Weeping Willow Ln.	.13 miles
E. Charles St.	2.41 miles
Crestdale Rd.	<u>.48 miles</u>
Total	5.67 miles

RESOLUTION

WHEREAS, in 1989 the North Carolina General Assembly approved an additional 3% occupancy tax and 1% prepared food and beverage tax for Mecklenburg County; and

WHEREAS, under the formula adopted in the legislation a portion of the occupancy tax was paid to the municipality within which the tax was generated; and

WHEREAS, House Bill 716 entitled "Modify Mecklenburg Room Tax" has been introduced, which would remove from the Town of Matthews authority to determine the distribution of the proceeds of that tax; and

WHEREAS, House Bill 716 would also create a new entity known as a "Travel Development Authority"; and

WHEREAS, House Bill 716 was drafted and introduced without any input from local Matthews town government.

NOW, THEREFORE, BE IT RESOLVED, that the unanimous Board of Commissioners of the Town of Matthews does hereby OPPOSE House Bill 716 and request the Mecklenburg Delegation to take a stand in opposition to this proposed legislation as soon as possible.

BE IT FURTHER RESOLVED that the Mecklenburg Delegation take a stand in support of allowing locally collected occupancy tax to remain the responsibility of local government and in opposition to the creation of another layer of bureaucracy to administer such funds.

This 10th day of April, 1995.



R. Lee Myers, Mayor

TOWN OF MATTHEWS

309 South Trade Street
P.O. Box 398
Matthews, N.C. 28106
704/847-3640



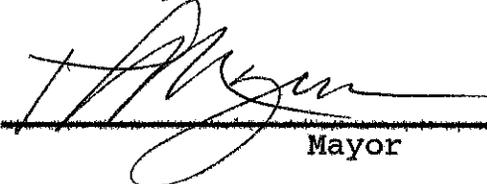
Public Works Department

John J. Goins, Director

RESOLUTION ADDING STREETS TO THE MATTHEWS STREET SYSTEM

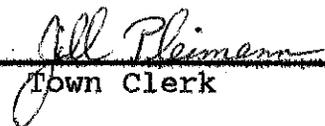
BE IT RESOLVED, by the Town of Matthews, North Carolina, at its regular session, held on June 26, 1995, that it hereby adds the streets, in the Oakcroft sub-division, to the Town's Street System. (street list attached)

RESOLVED, this the 26th day of June, 1995.



Mayor

ATTEST



Town Clerk



<u>LOCATION</u>	<u>STREET</u>	<u>AREA</u>	<u>TYPE</u>	<u>INSIDE</u>	<u>TOWN</u>	<u>MAINT</u>	<u>MILES</u>
(CROFT	BUCKTON LN	PHILLIPS ROAD (51 NORTH)	P16	TRUE	F		0.21
	HOLCROFT CT	PHILLIPS ROAD (51 NORTH)	P16	TRUE	F		0.05
	OAKCROFT DR	PHILLIPS ROAD (51 NORTH)	P16	TRUE	F		0.28
	STONEHEDGE CT	PHILLIPS ROAD (51 NORTH)		TRUE	F		

Total: 0.54

.....
Total: 0.54
.....

TOWN OF MATTHEWS

309 South Trade Street
P.O. Box 398
Matthews, N.C. 28106
704/847-3640



Public Works Department

John J. Goins, Director

RESOLUTION ADDING STREETS TO THE MATTHEWS STREET SYSTEM

BE IT RESOLVED, by the Town of Matthews, North Carolina, at its regular session, held on June 26, 1995, that it hereby adds the streets, in the Southwoods sub-division, to the Town's Street System. The following Streets are to be added:

1. Woodbend Drive .15 miles
2. Sweetgum Lane .13 miles
3. Firewood Drive .19 miles

RESOLVED, this the 26th day of June, 1995.



Mayor

ATTEST



Town Clerk



A regular meeting of the Board of Commissioners of the Town of Matthews, North Carolina, was held at the Matthews Town Hall, 224 North Trade Street, Matthews, North Carolina, the regular place of meeting, on May 22, 1995, at 7:00 P.M.

Present: Mayor R. Lee Myers, presiding, and Commissioners Abernethy, Bailey, Gulley, Kallianos, Query

Absent: Commissioner Fossett

* * * * *

Commissioner Query introduced the following resolution, a copy of which had been provided to each Commissioner, which was read by title and summarized by the Town Manager:

RESOLUTION PROVIDING FOR THE ISSUANCE OF
\$6,045,000 GENERAL OBLIGATION WATER AND SEWER
BONDS, SERIES 1995

BE IT RESOLVED by the Board of Commissioners of the Town of Matthews:

Section 1. The Board of Commissioners has determined and does hereby find and declare:

(a) That an order authorizing not exceeding \$6,600,000 Water Bonds was adopted by the Board of Commissioners of the Town of Matthews on September 11, 1990, which order was approved by the vote of a majority of the qualified voters of said Town who voted thereon at a referendum duly called and held on November 6, 1990.

(b) That \$3,355,000 of said Water Bonds have been issued, which bonds are designated "Water Bonds, Series 1992",

that no notes have been issued in anticipation of the receipt of the proceeds of the sale of the balance of said Water Bonds and that it is necessary at this time to issue the balance (\$3,245,000) of said Water Bonds.

(c) That an order authorizing not exceeding \$2,800,000 Sanitary Sewer Bonds was adopted by the Board of Commissioners of the Town of Matthews on August 8, 1994, which order was approved by the vote of a majority of the qualified voters of said Town who voted thereon at a referendum duly called and held on November 8, 1994.

(d) That none of said Sanitary Sewer Bonds have heretofore been issued, that no notes have been issued in anticipation of the receipt of the proceeds of the sale of said Sanitary Sewer Bonds, and that it is necessary to issue all of said Sanitary Sewer Bonds at this time.

(e) That for purposes of their issuance it is convenient to consolidate the bonds described in subsections (b) and (d) above into a single issue of bonds, such bonds to be designated "General Obligation Water and Sewer Bonds, Series 1995."

(f) That the weighted average of the maximum periods of usefulness of the water and sewer system improvements to be undertaken with the proceeds of said bonds to be issued is estimated as a period of not less than 40 years from July 1, 1995, the date of the General Obligation Water and Sewer Bonds,

Series 1995, to be issued as hereinafter provided, and that such period expires on July 1, 2035.

Section 2. Pursuant to said orders, there shall be issued bonds of the Town of Matthews, North Carolina (the "Issuer") in the aggregate principal amount of \$6,045,000, designated "General Obligation Water and Sewer Bonds, Series 1995" and dated July 1, 1995 (the "Bonds"). The Bonds shall be stated to mature (subject to the right of prior redemption as hereinafter set forth) annually, June 1, \$225,000 1996 to 2012, inclusive, \$375,000 2013, \$400,000 2014 to 2017, inclusive, and \$245,000 2018, and shall bear interest at a rate or rates to be determined by the Local Government Commission of North Carolina at the time the Bonds are sold, which interest to the respective maturities thereof shall be payable on December 1, 1995 and semiannually thereafter on June 1 and December 1 of each year until payment of such principal sum.

Each Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated unless it is (a) authenticated upon an interest payment date in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Bond shall bear interest from the date to which interest has been paid.

The principal of and the interest and any redemption premium on the Bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

The Bonds will be issued by means of a book-entry system with no physical distribution of Bond certificates to be made except as hereinafter provided. One fully-registered Bond certificate for each stated maturity of the Bonds, registered in the name of Cede & Co., the nominee of The Depository Trust Company, New York, New York ("DTC"), will be issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence beneficial ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. The principal of and any redemption premium on each Bond shall be payable to Cede & Co. or any other person appearing on the registration books of the Issuer hereinafter provided for as the registered owner of such Bond or his registered assigns or legal representative at such office of the Bond Registrar mentioned hereinafter or such other place as the Issuer may determine upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each Bond shall be made by the Bond Registrar on each interest payment date to the registered owner of such Bond (or

the previous Bond or Bonds evidencing the same debt as that evidenced by such Bond) at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his address as it appears on such registration books. Transfer of principal, interest and any redemption premium payments to participants of DTC will be the responsibility of DTC, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the Finance Director of the Issuer determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the Issuer will discontinue the book-entry system with DTC. If the Issuer identifies another qualified securities depository to replace DTC, the Issuer will make arrangements with DTC and such other depository to effect such replacement and deliver replacement Bonds registered in the name of such other depository or its nominee in exchange for the outstanding Bonds,

and the references to DTC or Cede & Co. in this resolution shall thereupon be deemed to mean such other depository or its nominee. If the Issuer fails to identify another qualified securities depository to replace DTC, the Issuer will deliver replacement Bonds in the form of fully-registered certificates in the denomination of \$5,000 or any multiple thereof ("Certificated Bonds") in exchange for the outstanding Bonds as required by DTC and others. Upon the request of DTC, the Issuer may also deliver one or more Certificated Bonds to any participant of DTC in exchange for Bonds credited to its account with DTC.

Unless indicated otherwise, the provisions of this resolution that follow shall apply to all Bonds issued or issuable hereunder, whether initially or in replacement thereof.

Section 3. The Bonds shall bear the manual or facsimile signatures of the Mayor and the Town Clerk of the Issuer, and the corporate seal or a facsimile of the corporate seal of the Issuer shall be impressed or printed, as the case may be, on the Bonds.

The certificate of the Local Government Commission of North Carolina to be endorsed on all Bonds shall bear the manual or facsimile signature of the Secretary of said Commission and the certificate of authentication of the Bond Registrar to be endorsed on all Bonds shall be executed as provided hereinafter.

In case any officer of the Issuer or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before

the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and any Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The Bonds to be registered in the name of Cede & Co. and the endorsements thereon shall be in substantially the following forms:

No. R- \$.....

United States of America
 State of North Carolina
 County of Mecklenburg

TOWN OF MATTHEWS

GENERAL OBLIGATION WATER AND SEWER BOND,
 SERIES 1995

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Cusip</u>
June 1,%

The Town of Matthews, North Carolina (the "Issuer"), a municipal corporation located in the County of Mecklenburg, is justly indebted and for value received hereby promises to pay to

CEDE & CO.

or registered assigns or legal representative on the date specified above, upon the presentation and surrender hereof, at the office of the Finance Officer of the Issuer (the "Bond Registrar"), in the Town of Matthews, North Carolina, the principal sum of

..... DOLLARS

and to pay interest on such principal sum from the date hereof or from the June 1 or December 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is an June 1 or December 1 to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on December 1, 1995 and semiannually thereafter on June 1 and December 1 in each year, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by check mailed to such person at his address as it appears on the bond registration books of the Issuer. Both the principal of and the interest on this Bond shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof.

For the prompt payment hereof, both principal and interest as the same shall become due, the faith and credit of the Issuer are hereby irrevocably pledged.

This bond is one of an issue of bonds designated "General Obligation Water and Sewer Bonds, Series 1995" (the "Bonds") and issued by the Issuer for the purpose of providing funds, together with any other available funds, for enlarging, expanding and improving the water and sewer system of the Issuer, and this bond is issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, two orders adopted by the Board of Commissioners of the Issuer, each of which orders was approved by the vote of a majority of the qualified voters of the Issuer who voted thereon at a referendum duly called and held, and a resolution duly passed by said Board of Commissioners (the "Resolution").

The Bonds maturing prior to June 1, 2006 are not subject to redemption prior to maturity. The Bonds maturing on June 1, 2006 and thereafter may be redeemed, at the option of the Issuer, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than June 1, 2005, at the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, plus a redemption premium of 1/2 of 1% of the principal amount of each Bond to be redeemed for each period of 12 months or part thereof between the redemption date and the

maturity date of such Bond, such premium not to exceed 2% of such principal amount.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot in such manner as the Issuer in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000; provided further, however, that, so long as a book-entry system with The Depository Trust Company, New York, New York ("DTC"), is used for determining beneficial ownership of Bonds, if less than all of the Bonds within a maturity are to be redeemed, DTC shall determine by lot the amount of the interest of each DTC direct participant in the Bonds to be redeemed. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be called in the inverse order of their maturities.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the Issuer shall cause a notice of such redemption to be filed with the Bond Registrar and given by certified or registered mail to Cede & Co. at its

address appearing upon the registration books of the Issuer. On the date fixed for redemption, notice having been given as aforesaid, the Bonds or portions thereof so called for redemption shall be due and payable at the redemption price provided for the redemption of such Bonds or portions thereof on such date plus accrued interest to such date and, if moneys for payment of such redemption price and the accrued interest have been deposited by the Issuer as provided in the Resolution, interest on the Bonds or the portions thereof so called for redemption shall cease to accrue. If a portion of this Bond shall be called for redemption, a new Bond or Bonds in principal amount equal to the unredeemed portion hereof will be issued to Cede & Co. or its legal representative upon the surrender hereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature, in the aggregate principal amount of the Bonds stated to mature on such date and registered in the name of Cede & Co., a nominee of DTC, is being issued and required to be deposited with DTC and immobilized in its custody. The book-entry system will evidence ownership of the Bonds in the principal amount of \$5,000 or any multiple thereof, with transfers of ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Transfer of principal, interest and any redemption premium payments to

participants of DTC will be the responsibility of DTC, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

In certain events, the Issuer will be authorized to deliver replacement Bonds in the form of fully-registered certificates in the denomination of \$5,000 or any multiple thereof in exchange for the outstanding Bonds as provided in the Resolution.

At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at her office the books of the Issuer for the registration of transfer of Bonds. The transfer of this Bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond

Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this Bond a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this Bond, of the same maturity and bearing interest at the same rate.

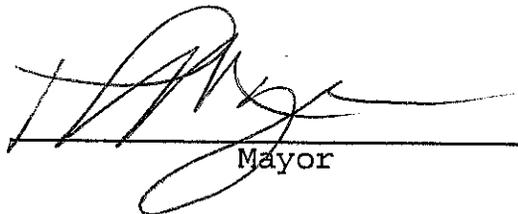
The Bond Registrar shall not be required to exchange or register the transfer of any Bond during a period beginning at the opening of business fifteen (15) days before the day of the mailing of a notice of redemption of Bonds or any portion thereof and ending at the close of business on the day of such mailing or of any Bond called for redemption in whole or in part pursuant to the Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within the Issuer sufficient to pay the principal of and the interest on this Bond as the same shall become due; and that the total indebtedness of the Issuer, including this Bond, does not exceed any constitutional or statutory limitation thereon.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the

Resolution until this Bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Issuer, by resolution duly passed by its Board of Commissioners, has caused this bond [to be manually signed by] [to bear the facsimile signatures of] its Mayor and Town Clerk and [a facsimile of] its corporate seal to be [printed] [impressed] hereon, all as of the 1st day of July, 1995.



Mayor



Town Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the series designated herein and issued under the provisions of the within-mentioned Resolution.

FINANCE OFFICER OF THE TOWN OF
MATTHEWS, NORTH CAROLINA,
as Bond Registrar

By _____
Authorized Signatory

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto _____

_____ the within bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Certificated Bonds issuable hereunder shall be in substantially the form of the Bonds registered in the name of Cede & Co. with such changes as are necessary to reflect the provisions of this resolution that are applicable to Certificated Bonds.

Section 4. The Bonds maturing prior to June 1, 2006 will not be subject to redemption prior to maturity. The Bonds maturing on June 1, 2006 and thereafter will be redeemable, at the option of the Issuer, from any moneys that may be made available for such purpose, either in whole or in part on any date not earlier than June 1, 2005, at the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, plus a redemption premium of $\frac{1}{2}$ of 1% of the principal amount of each Bond to be redeemed for each period of 12 months or part thereof between the redemption date and the maturity date of such Bond, such premium not to exceed 2% of such principal amount.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot in such manner as the Issuer in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, each Bond shall be considered as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000;

provided further, however, that, so long as a book-entry system with DTC is used for determining beneficial ownership of Bonds, if less than all of the Bonds within a maturity are to be redeemed, DTC shall determine by lot the amount of the interest of each DTC direct participant in the Bonds to be redeemed. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be called in the inverse order of their maturities.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any Bonds to be redeemed, whether such redemption be in whole or in part, the Issuer shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each Bond to be redeemed in whole or in part at his address appearing upon the registration books of the Issuer, provided that such notice to Cede & Co. shall be given by certified or registered mail. Failure to mail such notice or any defect therein shall not affect the validity of the redemption as regards registered owners to whom such notice was given as required hereby. Each such notice shall set forth the date designated for redemption, the redemption price to be paid and the maturities of the Bonds to be redeemed. In the event that Certificated Bonds are outstanding, each such notice to the registered owners thereof shall also set forth, if less than all of the Bonds of any maturity then outstanding shall be called for redemption, the

distinctive numbers and letters, if any, of such Bonds to be redeemed and, in the case of any Bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in principal amount equal to the unredeemed portion of such Bond will be issued.

On or before the date fixed for redemption, moneys shall be deposited with the Bond Registrar to pay the principal of and the redemption premium, if any, on the Bonds or portions thereof called for redemption as well as the interest accruing thereon to the redemption date thereof.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, have been deposited by the Issuer to be held in trust for the registered owners of Bonds or portions thereof to be redeemed, interest on the Bonds or portions thereof called for redemption shall cease to accrue, such Bonds or portions thereof shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and

the registered owners of such Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to the date of redemption.

If a portion of a Bond shall be selected for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

Section 5. Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any Bond may be registered only upon the registration books of the Issuer upon the surrender thereof

to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such Bond so surrendered, of the same maturity and bearing interest at the same rate.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this resolution. All Bonds surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Bond Registrar. The Issuer or the Bond Registrar may make a charge for shipping and out-of-pocket costs for every such exchange or registration of transfer of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made by the Issuer or the Bond Registrar for exchanging or registering the transfer of Bonds under this resolution. The Bond Registrar shall not be required to exchange or register the transfer of any Bond during a period beginning at the opening of business fifteen (15) days before the day of the

mailing of a notice of redemption of Bonds or any portion thereof and ending at the close of business on the day of such mailing or of any Bond called for redemption in whole or in part pursuant to Section 4 of this resolution.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such Bond and the interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the redemption premium, if any, and interest thereon, to the extent of the sum or sums so paid.

The Issuer shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of Bonds within a reasonable time according to then current commercial standards and for the timely payment of principal, interest and any redemption premium with respect to the Bonds. The Finance Officer of the Issuer is hereby appointed the registrar, transfer agent and paying agent for the Bonds (collectively, the "Bond Registrar"), subject to the right of the governing body of the Issuer to appoint another Bond Registrar, and as such shall keep at her office the books of the Issuer for the registration,

registration of transfer, exchange and payment of the Bonds as provided in this resolution.

Section 6. The Issuer covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), except to the extent that the Issuer obtains an opinion of bond counsel to the effect that noncompliance would not result in interest on the Bonds being includable in the gross income of the owners of the Bonds for purposes of federal income taxation.

Section 7. The Issuer hereby represents that it reasonably expects that it and all subordinate entities thereof will not issue more than \$10,000,000 of tax-exempt obligations (not counting private-activity bonds except for qualified 501(c)(3) bonds as defined in the Code) during calendar year 1995. In addition, the Issuer hereby designates each of the Bonds as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3) of the Code.

Section 8. The action of the Town Manager of the Issuer in applying to the Local Government Commission of North Carolina to advertise and sell the Bonds is hereby ratified and confirmed, and the Local Government Commission of North Carolina is hereby requested to ask for sealed bids for the Bonds by publishing notices and printing and distributing an Official Statement and a Supplement to such Official Statement relating to the sale of the Bonds. Such Official Statement, to be dated

May 26, 1995 and in substantially the form presented at this meeting, is hereby approved and the Mayor, the Town Manager and the Finance Officer of the Issuer are each hereby authorized to approve changes in such Official Statement, to approve such Supplement and to execute such Official Statement and such Supplement for and on behalf of the Issuer.

Section 9. The Letter of Representations, as required by DTC in connection with the issuance of the Bonds and substantially in the form presented at this meeting, is hereby approved, and the Finance Officer of the Issuer is hereby authorized to complete and execute such Letter of Representations and to deliver the same to DTC for and on behalf of the Issuer.

Section 10. This resolution shall take effect upon its passage.

Upon motion of Commissioner Query, seconded by Commissioner Gulley, the foregoing resolution entitled: "RESOLUTION PROVIDING FOR THE ISSUANCE OF \$6,045,000 GENERAL OBLIGATION WATER AND SEWER BONDS, SERIES 1995" was passed by the following vote:

Ayes: Mayor Myers; Commissioners Abernethy, Bailey, Gulley, Kallianos, Query

Noes: None

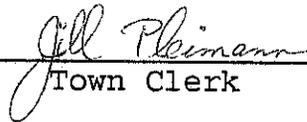
* * * * *

I, Jill Pleimann, Town Clerk of the Town of Matthews, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Board of Commissioners

of said Town at a regular meeting held on May 22, 1995 as relates in any way to the passage of a resolution providing for the issuance of \$6,045,000 General Obligation Water and Sewer Bonds, Series 1995 of said Town and that such proceedings are recorded in Minute Book No. 4 of the minutes of said Board, beginning at page 203 and ending at page 207.

I HEREBY FURTHER CERTIFY that a schedule of regular meetings of said Board, stating that regular meetings of said Board are held at the Matthews Town Hall, 224 North Trade Street, Matthews, North Carolina, on the second and fourth Mondays of each month at 7:00 P.M., has been on file in my office as of a date not less than seven days before the date of said meeting in accordance with G.S. 143-318.12.

WITNESS my hand and the corporate seal of said Town, this 25th day of May, 1995.


Town Clerk

[SEAL]

RESOLUTION ADDING STREETS TO THE MATTHEWS STREET SYSTEM

BE IT RESOLVED, by the Town of Matthews, North Carolina, at its regular session, held on July 10, 1995, that it hereby adds the streets, in Fullwood Trace, to the Town's Street System. The following Streets are to be added:

1. George Clay Lane .09 miles
2. Sam Boyd Court .03 miles
3. Selma Burke Lane .09 miles

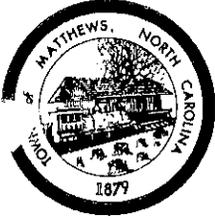
RESOLVED, this the 10 day of July, 1995.



Mayor

ATTEST 

Town Clerk



TOWN OF MATTHEWS

P.O. Box 398
212 N. Trade Street
Matthews, North Carolina 28106
704/847-4411 • Fax: 704/845-1964

R. LEE MYERS - Mayor

BOARD OF COMMISSIONERS
Kathy Abernethy - Mayor Pro-Tem
Paul F. Bailey
George M. Fossett
Jim Gulley
Chris Kallanos
W. Kress Query

RESOLUTION

WHEREAS, the Community Development Block Grant program has been in place for many years to provide communities with a wide variety of local inadequacies, including: improvement of housing stock, removal of blight and slums, provision of better roads and utility systems, creation of more park lands, economic incentives for businesses who relocate or expand and therefore provide new job opportunities, and similar settings;

And WHEREAS, the North Carolina Division of Community Assistance, under the Department of Commerce, has been operating and overseeing this program within the state for several years;

And WHEREAS, the Town of Matthews has applied for and received funding under two grant cycles, the first time to provide utilities, streets and sidewalks to a new subdivision in a joint venture with Habitat for Humanity of Matthews, and the second time to rehabilitate homes in the Crestdale neighborhood;

And WHEREAS, there is local interest in further future community development and revitalization efforts through the Community Development Block Grant program in the Crestdale area and scattered sites in Matthews;

And WHEREAS, the data on CDBG applications submitted and funded across the state indicate that fewer dollars are going to the Piedmont region of the state over the last few years;

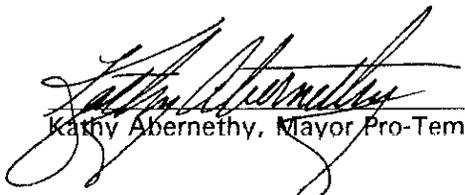
And WHEREAS, the Division of Community Assistance is considering revisions to how the CDBG program funds are allocated starting in 1997;

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Town of Matthews endorses the concept of regional allocations to allow the communities in the central region of the state to compete for the CDBG funds against those with similar geographic and economic conditions;

And BE IT FURTHER RESOLVED, that the Board of Commissioners of the Town of Matthews encourages the simplification of the application process, thereby creating less lead-time and cost to individual applicants and less review and processing time by staff at Division of Community Assistance;

And BE IT FURTHER RESOLVED, that the Board of Commissioners of the Town of Matthews agrees with and endorses the Proposed Position Statement Regarding Regional CDBG Allocation prepared by the Centralina Council of Governments.

This 10th day of July, 1995.


Kathy Abernethy, Mayor Pro-Tem





TOWN OF MATTHEWS

P.O. Box 398
212 N. Trade Street
Matthews, North Carolina 28106
704/847-4411 • Fax: 704/845-1964

R. LEE MYERS - Mayor

BOARD OF COMMISSIONERS
Kathy Abernethy - Mayor Pro-Tem
Paul F. Bailey
George M. Fossett
Jim Gulley
Chris Kallianos
W. Kress Query

RESOLUTION

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And WHEREAS, the North Carolina Division of Community Assistance, under the Department of Commerce, has been operating and overseeing this program within the state for several years;

And WHEREAS, the Town of Matthews has applied for and received funding under two grant cycles, the first time to provide utilities, streets and sidewalks to a new subdivision in a joint venture with Habitat for Humanity of Matthews, and the second time to rehabilitate homes in the Crestdale neighborhood;

And WHEREAS, there is local interest in further future community development and revitalization efforts through the Community Development Block Grant program in the Crestdale area and scattered sites in Matthews;

And WHEREAS, the data on CDBG applications submitted and funded across the state indicate that fewer dollars are going to the Piedmont region of the state over the last few years;

And WHEREAS, the Division of Community Assistance is considering revisions to how the CDBG program funds are allocated starting in 1997;

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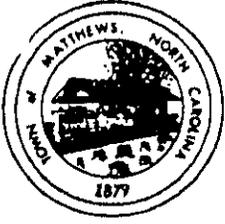
And BE IT FURTHER RESOLVED, that the Board of Commissioners of the Town of Matthews encourages the simplification of the application process, thereby creating less lead-time and cost to individual applicants and less review and processing time by staff at Division of Community Assistance;

And BE IT FURTHER RESOLVED, that the Board of Commissioners of the Town of Matthews agrees with and endorses the Proposed Position Statement Regarding Regional CDBG Allocation prepared by the Centralina Council of Governments.

This 10th day of July, 1995.


R. Lee Myers, Mayor





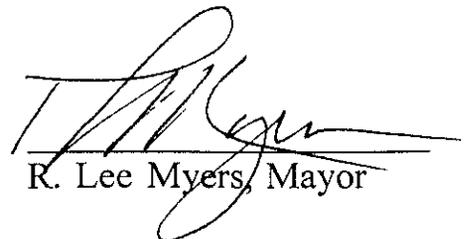
Town of Matthews
North Carolina
Office of the Mayor

RESOLUTION

- WHEREAS, the Town of Matthews is committed to making available to all its residents good, clean, affordable water; and
- WHEREAS, the Town of Matthews is committed to making available to all its residents connection to sanitary sewer; and
- WHEREAS, the voters in Matthews have passed water bonds of 6.5 million dollars and sewer bonds of 2.8 million; and
- WHEREAS, the Town of Matthews has entered into a contractual relationship with CMUD to accomplish these goals; and
- WHEREAS, the Town of Matthews encourages the purchase of entire water/sewer systems as being in the best interests of all citizens; and
- WHEREAS, the "Gain on Sale" position previously adhered to by the North Carolina Utilities Commission frustrates the goals adopted by the Town of Matthews.

WHEREFORE, IT IS RESOLVED BY UNANIMOUS VOTE OF THE MATTHEWS TOWN COUNCIL TO **OPPOSE** THE "GAIN ON SALE" POLICY AND TO URGE THE NORTH CAROLINA UTILITIES COMMISSION TO MAINTAIN A POLICY OF ALLOWING THE SALE OF SYSTEMS WITHOUT A SPLIT OF PROCEEDS.

This 25th day of September, 1995.


R. Lee Myers, Mayor



Town of Matthews
North Carolina
Office of the Mayor

RESOLUTION

- WHEREAS, preservation of our natural resources has been a top priority of the Matthews Town Council for several years; and
- WHEREAS, through ordinances and overlay districts the Town of Matthews has made efforts to promote tree retention where possible; and
- WHEREAS, a request has been made to cut certain large, healthy trees along South Trade Street between Sadie Drive and McDowell Street in front of the Matthews Baptist Church; and,
- WHEREAS, these trees lie within a right-of-way controlled by the North Carolina Department Of Transportation and Duke Power Company and in the vicinity of a Town-owned and maintained sidewalk; and
- WHEREAS, no compelling reason exists to cut these trees.

THEREFORE IT IS **RESOLVED** BY UNANIMOUS VOTE OF THE MATTHEWS TOWN COUNCIL TO URGE NCDOT AND DUKE POWER TO TAKE NO ACTION TO CUT THESE TREES.

This 25th day of September, 1995.



R. Lee Myers, Mayor

RESOLUTION IDENTIFYING AREAS AROUND THE TOWN OF MATTHEWS AS BEING UNDER CONSIDERATION FOR ANNEXATION.

WHEREAS, Article 4A of Chapter 160A of the General Statutes of North Carolina require that municipalities may not adopt a Resolution of Intent to annex any areas through the use of the involuntary annexation process unless at least one year prior to the adoption of the Resolution of Intent the Council identifies the area being under consideration for annexation; and

WHEREAS, the Board of Commissioners of the Town of Matthews is desirous to identify all areas that it is considering for annexation, pursuant to the involuntary annexation process.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Matthews that it hereby identifies all those areas as being under consideration for annexation as follows: Being all those areas within the metes and bounds description attached as Exhibit A, B and C and incorporated herein not already within the municipal limits of the Town of Matthews; and FURTHER BE IT RESOLVED that a map of the areas herein identified shall be filed with the Town Clerk showing the areas being under consideration for annexation pursuant to this Resolution.

RESOLVED, this the 15th day of October, 1996.


Mayor

ATTEST:


Town Clerk

APPROVED AS TO FORM:

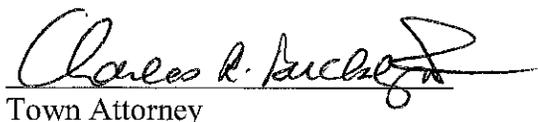

Town Attorney

EXHIBIT A

BEGINNING at a point where the northerly right-of-way margin of Pleasant Plains Road (S.R. 3448) intersects with the Mecklenburg-Union County line and running thence in a northwesterly direction with the northerly right-of-way margin of Pleasant Plains Road (S.R. 3448), approximately 2,022 feet to a point; thence in a westerly direction crossing Pleasant Plains Road (S.R. 3448) and following along the northerly right-of-way margin of McKee Road (S.R. 3440), approximately 6,110 feet to a point in the easterly right-of-way margin of Weddington Road (S.R. 3468); thence in a northerly or northeasterly direction with the easterly and/or southerly right-of-way margin of Weddington Road (S.R. 3468), approximately 7,128 feet to a point, said point being where the easterly boundary line of lot as described in Deed Book 3116, page 36 (if extended) intersects with the southerly right-of-way margin of Weddington Road (S.R. 3468); thence in a northeasterly direction, crossing Weddington Road (S.R. 3468) and with the easterly boundary line of lot as described in said Deed Book 3116, page 36 as having a bearing of N. 9-27 E. approximately 310 feet to a point in or near the center-line of Four Mile Creek; thence with the easterly and northerly boundary line of lot as described in Deed Book 2617, page 271 in fifteen (15) courses as follows: (1) N. 7-36-10 E. 56.72 feet to a point. (2) N. 3-20 W. 174.90 feet to a point. (3) N. 21-50 W. 174.90 feet to a point. (4) S. 65-01 W. 294.38 feet to a point. (5) S. 63-28 W. 760.31 feet, crossing a meander of Four Mile Creek to a point. (6) S. 37-40 W. 193.71 feet, crossing another meander of Four Mile Creek to a point. (7) N. 37-22-40 W. 717.57 feet to a point. (8) S. 76-52-40 W. 433.16 feet to a point in another meander of Four Mile Creek, said point also being the present Matthews Town Limit line; thence following the present Matthews Town Limit line with courses (9) through (15). (9) S. 44-35-10 W. 240.60 feet to a point. (10) S. 1-39-30 W. crossing another meander of Four Mile Creek 292.59 feet to a point. (11) S. 70-30 W. 79.68 feet to a point. (12) S. 23-47-20 E. 193.75 feet to a point. (13) S. 43-51-40 W. 299.30 feet to a point. (14) S. 88-39-30 W. 316.63 feet to a point. (15) N. 48-08 W. 59.83 feet to a point in the easterly boundary line of lot as described in Deed Book 3997, page 391; thence with a portion of the easterly, the southerly and a portion of the westerly boundary line of lot as described in said Deed Book 3997, page 391 and with the present Matthews Town Limit line in four (4) courses as follows: (1) S. 13-10 E. 549.85 feet to a point. (2) S. 74-44-20 W. 986.08 feet to a point. (3) N. 12-30-30 W. 69.33 feet to a point. (4) N. 25-25-20 W. 609.39 feet to a point, said point being the southeasterly corner of lot as described in Deed Book 4019, page 15; thence with the southerly boundary line of lot as described in said Deed Book 4019, page 15 and with the present Matthews Town Limit line as having a bearing and distance as follows: S. 31-18 W. 117.9 feet to a point. S. 72-21 W. 462.6 feet to a point, said point being the southeasterly corner of lot as described in Deed Book 4111, page 797; thence with the southerly boundary line and a portion of the westerly boundary line of lot as described in said Deed Book 4111, page 797 and with the present Matthews Town Limit line in six (6) courses as follows: (1) S. 69-05 W. 217.0

feet to a point. (2) S. 36-43 W. 317.0 feet to a point. (3) N. 16-12 W. 330.0 feet to a point. (4) N. 49-05-21 E. 106.90 feet to a point. (5) N. 58-33-40 W. 358.02 feet to a point. (6) N. 0-11-11 W. approximately 330 feet to a point in or near the centerline of Four Mile Creek, said point being the southeast corner of lot as described in Deed Book 4049, page 401 (Tract II); thence with the southerly boundary line of lot as described in said Deed Book 4049, page 401 (Tract II) with the centerline of Four Mile Creek and the present Matthews Town Limit line in three (3) courses as follows: (1) N. 54-33-12 W. 139.37 feet to a point. (2) N. 85-00-17 W. 69.14 feet to a point. (3) S. 82-02-48 W. 18.03 feet to a point, said point being the southeast corner of lot as described in Deed Book 4049, page 401 (Tract I); thence with the southerly boundary line of lot as described in said Deed Book 4049, page 401 (Tract I) with the centerline of Four Mile Creek and the present Matthews Town Limit line in six (6) courses as follows: (1) S. 82-02-48 W. 192.74 feet to a point. (2) S. 89-27-46 W. 87.57 feet to a point. (3) N. 83-32-51 W. 128.98 feet to a point. (4) N. 65-55-49 W. 83.52 feet to a point. (5) S. 86-12-19 W. 205.48 feet to a point. (6) S. 78-07-01 W. 41.98 feet to a point; thence in a southwesterly direction continuing with the centerline of Four Mile Creek and the present Matthews Town Limit line, approximately 783 feet to a point, said point being the northern-most corner of lot as described in Deed Book 3970, page 690; thence with four lines of the lot as described in said Deed Book 3970, page 690 and with the present Matthews Town Limit line as follows: (1) S. 41-09-05 E. 553.30 feet to a point. (2) S. 17-38-10 E. 266.23 feet to a point. (3) N. 83-24-36 W. 736.22 feet to a point. (4) N. 27-15-24 W. approximately 81 feet crossing Four Mile Creek to a point, said point being the southeasterly corner of lot as described in Deed Book 1488, page 495; thence with the southerly boundary line of lot as described in said Deed Book 1488, page 495 and with the present Matthews Town Limit line in two (2) courses as follows: (1) S. 53-30 W. 123.75 feet (7½ poles) to a point. (2) S. 82 W. 841.5 feet (51 poles) to a point in the easterly boundary line of lot as described in Deed Book 2686, page 192; thence in a northerly direction with the easterly boundary line of lot as described in said Deed Book 2686, page 192 and with the present Matthews Town Limit line in six (6) courses as follows: (1) with the various courses of a branch approximately 1,782 feet (108 poles) to a point. (2) S. 81-30 E. 69.3 feet (4.2 poles) to a point. (3) N. 42-30 E. 330 feet (20 poles) to a point. (4) N. 23-30 W. 1,039.5 feet (63 poles) to a point. (5) N. 54-30 W. 404.25 feet (24.5 poles) to a point. (6) N. 56 W. 664.13 feet (40.25 poles) to a point, said point being the northwest corner of Lot B as shown on recorded Map Book 332, page 18; thence with the northerly boundary line of Lot B and a portion of the northerly boundary line of Lot A as shown on said recorded Map Book 332, page 18 and continuing with the present Matthews Town Limit line in three (3) courses as follows: (1) N. 57 E. 1,530 feet to a point. (2) N. 57 E. 100 feet to a point. (3) N. 52 W. 66 feet to a point, said point being the southwest corner of lot as described in Deed Book 3670, page 712 (Tract No. 4); thence leaving the present Matthews Town Limit line and following along the westerly boundary line of lot as described in said Deed Book 3670, page 712 (Tract No. 4) as having a bearing of N. 33-08 W. approximately 774 feet to a point in the

southerly right-of-way margin of Pineville-Matthews Road (N.C. Hwy 51); thence in an easterly direction with the southerly right-of-way margin of Pineville-Matthews Road (N.C. Hwy. 51) approximately 2,715 feet, crossing Reverdy Lane (S.R. 3471) to a point in the present Charlotte City Limit line, Ordinance Book 31, page 281, said point being located where a line 40 feet south of and parallel with the centerline of Alexander Road (S.R. 3436) intersects with the southerly right-of-way margin of Pineville-Matthews Road (N.C. Hwy. 51); thence in a southerly direction with the present Charlotte City Limit line 10.0 feet to a point; thence in an easterly direction with the present Charlotte City Limit following along a line 40 feet south of and parallel with the centerline of Pineville-Matthews Road (N.C. Hwy. 51), approximately 1,630 feet, crossing Elizabeth Lane (S.R. 3438) to a point; thence in a northerly direction with the present Charlotte City Limit line 10.0 feet to a point in the southerly right-of-way margin of Pineville-Matthews Road (N.C. Hwy. 51); thence leaving the present Charlotte City Limit line and running in an easterly direction with the southerly right-of-way margin of Pineville-Matthews Road (N.C. Hwy 51) approximately 1,371 feet to a point where the easterly boundary line of lot as described in Deed Book 4476, page 98 (if extended) intersects with the southerly right-of-way margin of Pineville-Matthews Road (N.C. Hwy. 51); thence in a northwesterly direction crossing Pineville-Matthews Road (N.C. Hwy. 51) and following along the easterly boundary line of lot as described in said Deed Book 4476, page 98 in ten (10) courses as follows: (1) N. 11-15-07 W. approximately 617 feet to a point; (2) S. 89-15-49 W., 133.2 feet to a point; (3) N. 26-49-57 E., 76 feet to a point; (4) N. 71-30 W., 252 feet to a point; (5) N. 16-20 W., 128 feet to a point; (6) N. 25-30 W., 103 feet to a point; (7) N. 76-04-30 W., 128.67 feet to a point; (8) N. 63-10 W., 71.1 feet to a point; (9) N. 36-20 W., 100 feet to a point; (10) N. 24-00 W., 158.69 feet to a point; thence with the northerly boundary line of lot as described in said Deed Book 4476, page 98, S. 74-15-23 W., 758.55 feet to a point in the present Charlotte City Limit line (Ordinance Book 31, page 281), said point being the northeast-most corner of Lot 35 in Block 1 as shown on recorded Map Book 19, page 599; thence with the northerly boundary line of Lots 35, 34, 33 in Block 1 as shown on said recorded Map Book 19, page 599 and the northerly boundary line of Lot 17 and a portion of the northerly boundary line of Lot 16 in Block 1 as shown on recorded Map Book 19, page 380 and continuing with the present Charlotte City Limit line S. 75-15-23 W. 613 feet to a point, said point being the southern-most rear corner of Lot 12 in Block 2 as shown on recorded Map Book 8, page 129; thence with the easterly boundary line of Lots 12, 11, 10, 9, 8, 7, 6, 5 and a portion of the easterly boundary line of Lot 4 in Block 2 as shown on recorded Map Book 8, pages 129, 130 and continuing with the present Charlotte City Limit line (1974) as follows: N. 17-15 E. 285.80 feet to a point; thence N. 5-54 E. 120.0 feet to a point; thence N. 3-09 W. 125.0 feet to a point; thence N. 26-32 W. 227.90 feet to a point; thence N. 30-54 W. 223.90 feet to a point; thence N. 6-04 W. 390.0 feet to a point; thence N. 11-33 E. 130.65 feet to a point; thence N. 13-17 W. 280.50 feet to a point; thence N. 13-09 W. 200.0 feet to a point; thence N. 5-51 E. approximately 219.0 feet to a point, said point being the southwest corner of lot as described in Deed Book 3514, page 382; thence leaving the present

Charlotte City Limit line and running with the southerly boundary line of lot as described in said Deed Book 3514, page 382 in two (2) courses as follows: (1) S. 69-14 E. 653.6 feet to a point. (2) S. 83-31 E. 663.8 feet to a point in the centerline of Sardis Road (S.R. 3456), said point also being in the present Matthews Town Limit line; thence in a north-westerly direction with the centerline of Sardis Road (S.R. 3456) and the present Matthews Town Limit line approximately 1,254 feet to a point in the present Charlotte City Limit line (Ordinance Book 27, page 104); thence in a northerly or easterly direction with the easterly and/or southerly boundary line of lots as shown on recorded Map Book 18, page 284 and the present Matthews-Charlotte City Limit line in four (4) courses as follows: (1) N. 17-42-16 E. 72.46 feet crossing the northerly right-of-way margin of Sardis Road (S.R. 3456) to a point. (2) S. 80-34-50 E. 361.39 feet to a point. (3) N. 3-59-33 E. 864.04 feet to a point. (4) S. 73-26-07 E. 411.98 feet to a point, said point being the southwesterly corner of Lot 10 in Block 6 as shown on recorded Map Book 18, page 319; thence with the southerly rear boundary line of Lots 10, 11, 12, 19, 20, 21 as shown on said recorded Map Book 18, page 319 and the present Matthews-Charlotte City Limit line (Ordinance Book 29, page 63) in three (3) courses as follows: (1) S. 73-15-12 E. 404.0 feet to a point. (2) S. 74-09-57 E. 115.87 feet to a point. (3) S. 73-23-05 E. 220.30 feet to a point, said point being the southwest rear corner of Lot 29 in Block 6 as shown on recorded Map Book 19, page 5; thence with the southerly and easterly boundary line of Lot 29 in Block 6 as shown on said recorded Map Book 19, page 5 and continuing with the Matthews-Charlotte City Limit line as follows: S. 73-25-05 E. 60.0 feet to a point; thence N. 49-50-43 E. 268.77 feet to a point, said point being located 10.0 feet south of and normal to the southerly right-of-way margin of Tadlock Place; thence in an easterly and/or northerly direction following along a line 10.0 feet south of and parallel with the southerly right-of-way margin of Tadlock Place, approximately 108 feet to a point in the northerly boundary line of Lot 31 in Block 6, said point being located 10.0 feet south or southeast of and normal to the southerly right-of-way margin of Tadlock Place; thence with the common dividing line between Lots 31 and 32 in Block 6 as shown on said recorded Map Book 19, page 5 and continuing with the present Matthews-Charlotte City Limit line S. 56-18-12 E. 124.61 feet to a point; thence with the easterly boundary line of Lot 31 in Block 6 as shown on recorded Map Book 19, page 5 and continuing with the present Matthews-Charlotte City Limit line as follows: S. 39-15 W. 60.0 feet to a point; thence S. 16-34-25 W. 170.0 feet to a point, said point being the southeasterly rear corner of Lot 31 in Block 6 as shown on said recorded Map Book 19, page 5; thence with a portion of the southerly boundary line of lot as described in Deed Book 4092, page 616 and the present Matthews-Charlotte City Limit line as follows: S. 73-25-35 E. 77.07 feet to a point; thence S. 73-24-10 E. 228.35 feet to a point; thence with the easterly and northerly boundary line of lot as described in said Deed Book 4092, page 616 and the present Matthews-Charlotte City Limit line in four (4) courses as follows: (1) N. 5-42 E. 37.0 feet to a point. (2) N. 5-36-56 E. 61.92 feet to a point. (3) N. 15-35-41 E. 396.81 feet to a point. (4) N. 53-07-56 W. 169.17 feet crossing Hinson Drive to a point in the easterly boundary line of Lot 50 in

Block 4 as shown on recorded Map Book 19, page 64 (revised); thence with a portion of the easterly boundary line of Lot 50 in Block 4, the northerly boundary line of Lot 50, 51 in Block 4 as shown on said recorded Map Book 19, page 64 (revised) and recorded Map Book 19, page 5 and continuing with the present Matthews-Charlotte City Limit line as follows: N. 27-04-25 E. 92.79 feet to a point; thence N. 65-29-03 W. 191.16 feet to a point in the easterly right-of-way margin of Tadlock Place; thence continuing in a northwesterly direction with the present Matthews-Charlotte City Limit line crossing Tadlock Place, approximately 50 feet to a point in the westerly right-of-way margin of Tadlock Place; thence with the northerly rear boundary line of Lots 36, 35 in Block 7 as shown on said recorded Map Book 19, page 5 and continuing with the present Matthews-Charlotte City Limit line N. 64-25-00 W. 181.05 feet to a point, said point being the northwesterly rear corner of Lot 35 in Block 7 as shown on said recorded Map Book 19, page 5; thence with the easterly rear boundary line of Lots 32, 31, 30, 29, 28, 27, 26, 25 as shown on recorded Map Book 18, page 316 and continuing with the present Matthews-Charlotte City Limit line as follows: N. 6-15 E. 110.0 feet to a point; thence N. 5-00 W. 105.0 feet to a point; thence N. 10-45 W. 135.45 feet to a point; thence N. 3-24-07 W. 376.60 feet to a point, said point being the northeast corner of Lot 25 in Block 7 as shown on said recorded Map Book 18, page 316; thence with a portion of the easterly rear boundary line of Lot 2 in Block 7, the easterly rear boundary line of Lots 3, 4, 5, 6, 14, 15, 16 in Block 7 as shown on recorded Map Book 18, page 159 and with the Matthews-Charlotte City limit line (Ordinance Book 27, page 103) as follows: N. 72-26-59 E. 53.40 feet to a point; thence N. 50-59-40 E. 84.29 feet to a point; thence N. 44-28-34 E. 90.94 feet to a point; thence N. 26-58-34 E. 66.78 feet to a point; thence N. 37-56-16 E. 98.04 feet to a point; thence N. 36-10-52 E. 97.71 feet to a point; thence N. 47-08-14 E. 87.17 feet to a point; thence N. 60-30-00 E. 222.0 feet to a point, said point being the southeasterly rear corner of Lot 16 in Block 7 as shown on said recorded Map Book 18, page 159; thence with a portion of the northerly rear boundary line of Lot 53 in Block 7 as shown on recorded Map Book 19, page 97 and continuing with the present Matthews-Charlotte City Limit line N. 69-43-58 E. 17.53 feet to a point; thence leaving the present Matthews Town Limit line and running in a northeasterly direction with the northerly boundary line of Lot 55 in Block 7 as shown on said recorded Map Book 19, page 97 and continuing with the present Charlotte City Limit line crossing Renfrow Lane and following along the northerly boundary line of Lot 10 in Block 4 as having a bearing of N. 69-43-58 E. a total distance of 372.47 feet to a point; thence with the easterly boundary line of Lots 10, 11, 12 and a portion of the easterly boundary line of Lot 13 in Block 4 as shown on said recorded Map Book 19, page 97 and with the present Charlotte City Limit line as follows: S. 20-16-02 E. 195.0 feet to a point in the Matthews Town Limit line; thence with the present Matthews-Charlotte City Limit line S. 20-16-02 E. 62.32 feet to a point; thence leaving the present Matthews Town Limit line and running thence with a portion of the northerly boundary line of lot as described in Deed Book 3762, page 4 (Tract II), the southerly boundary line of lot as described in Deed Book 3762, page 8 (Tract I), the northerly boundary line of lot as described in Deed Book 3762, page 4 (Tract I) and with the present Charlotte City

Limit line as follows: N. 65-13-42 E. 496.74 feet to a point; thence N. 63-40-27 E. 426.03 feet to a point; thence N 63-40-27 E. 280.79 feet to a point in the centerline of Monroe Road (S.R. 1009); thence in a southeasterly direction with the centerline of Monroe Road (S.R. 1009) and with the Charlotte City Limit line (1984), approximately 148. feet to a point, said point also being in the present Matthews Town Limit line; thence with the northerly boundary line of lot as shown on recorded Map Book 19, page 556 and with the present Matthews-Charlotte City Limit line N. 66-22-19 E. 2351.66 feet crossing the easterly Right-of-way margin of Monroe Road (S.R. 1009) to a point in the centerline of the Seaboard Coastline Railroad; thence leaving the present Matthews Town Limit line and running in a northwesterly direction with the centerline of the Seaboard Coastline Railroad and the present Charlotte City Limit line 993.75 feet to a point; thence with a portion of the southerly boundary line of lot as described in Deed Book 3609, page 176 and with the present Charlotte City Limit line in ten (10) courses as follows: (1) N. 72-55-54 E. 119.30 feet to a point. (2) N. 24-38-24 E. 328.97 feet to a point. (3) N. 0-51-54 E. 203.16 feet to a point. (4) N. 22-00-11 W. 756.22 feet to a point. (5) N. 85-03-37 E. 329.73 feet to a point. (6) S. 17-38-24 E. 140.44 feet to a point. (7) S. 82-48-50 E. 1,259.43 feet to a point. (8) S. 83-19-34 E. 755.91 feet to a point. (9) N. 48-18-20 E. 515.15 feet to a point. (10) S. 85-00-47 E. 520.0 feet to a point in East Independence Boulevard (U.S. 74); thence N. 25-07-28 W. 53.45 feet to a point in the centerline of East Independence Boulevard (U.S. 74); thence leaving the present Charlotte City Limit line and running with a portion of the southwesterly boundary line of lot as shown on recorded Map Book 7, page 335 as having a bearing of N. 25-21 W. approximately 457. feet to a point in the centerline of Hayden Way, said point located within the right-of-way of East Independence Boulevard (U.S. 74), said point also being the southwesterly corner of the property as described in Deed Book 2349, page 483; thence with a portion of the southwesterly boundary line of the property as described in said Deed Book 2349, page 483, approximately 30 feet to a point, said point being located where the northerly right-of-way margin of Hayden Way (if extended) intersects with the southwesterly boundary line of the property as described in said Deed Book 2349, page 483; thence in a northeasterly direction with the northerly right-of-way margin of Hayden Way (if extended), approximately 910 feet to a point, said point being the southwest corner of lot as described in Deed Book 4500, page 843; thence with the westerly and northerly boundary line of lot as described in said Deed Book 4500, page 843 as follows: N. 33-48 W., 300 feet to a point; thence N. 56-17 E., 300 feet to a point, said point being the northwest corner of lot as described in Deed Book 2165, page 272; thence with the northerly boundary line of lot as described in said Deed Book 2165, page 272 N. 55-58-55 E., 150 feet to a point, said point being the northwest corner of lot as described in Deed Book 4492, page 374; thence with the northerly and easterly boundary line of lot as described in said Deed Book 4492, page 374 as follows: N. 42-13-03 E., 425.89 feet to a point; thence S. 29-35 E., 270 feet to a point, said point being the northeast corner of lot as described in Deed Book 4770, page 4; thence with the easterly and southerly boundary line of lot as described in said Deed Book 4770, page 4 and the southerly boundary line of lot as described

in Deed Book 4770, page 7 as follows: S. 23-33-50 E., 506.31 feet to a point; thence S. 59-07-01 W., 70 feet to a point; thence S. 59-07-01 W., 122.93 feet to a point in the easterly line of Lot 69 as shown on recorded Map Book 7, page 335, said point also being in the westerly boundary line of the property as described in Deed Book 2349, page 483; thence with three (3) lines of the property as described in said Deed Book 2349, page 483 as follows: (1) S. 34-10-05 E., approximately 565 feet to a point; (2) N. 72-44 E., 52.68 feet to a point; (3) N. 1-26 E., 1,478.10 feet to a point, said point being the southwest corner of lot as described in Deed Book 3911, page 237; thence with the westerly boundary line of lot as described in Deed Book 3911, page 237 and the westerly boundary line of lot as described in Deed Book 3911, page 234 as follows: N. 21-56-40 E., 139.67 feet to a point; thence N. 21-56-40 E., 139.67 feet to a point in the southerly boundary line of Lot 2 in Block C as shown on recorded Map Book 9, page 51; thence with a portion of the southerly boundary line of Lot 2 in Block C, the southerly boundary line of Lots 3, 4, 5 and a portion of the southerly boundary line of Lot 6 in Block C as shown on said recorded Map Book 9, page 51, S. 67-51-50 W., approximately 555 feet to a point; thence with the south-westerly boundary line of Lots 6 through 10 and a portion of the south-westerly boundary line of Lot 11 in Block C as shown on said recorded Map Book 9, page 51, N. 40-56-50 W., 833.20 feet to a point; thence with a portion of the westerly boundary line of Lot 11 in Block C, the westerly boundary line of Lots 12 through 20 in Block C as shown on said recorded Map Book 9, page 51 N. 4-39 E., 1,000.18 feet to a point, said point being the southwest corner of lot as described in Deed Book 2008, page 34; thence with the westerly boundary line of lot as described in said Deed Book 2008, page 34 N. 43-45 W., 306 feet crossing McAlpine Creek to a point, said point being the southwest corner of lot as described in Deed Book 1909, page 134; thence with the westerly boundary line of lot as described in said Deed Book 1909, page 134 N. 43-45 W., 180 feet to a point, said point being the southwest corner of lot as described in Deed Book 3009, page 579; thence with the southerly boundary line of lot as described in said Deed Book 3009, page 579 N. 47-21 E., 274.31 feet to a point, said point being the southwest corner of lot as described in Deed Book 3053, page 522; thence with the southerly boundary line of lot as described in said Deed Book 3053, page 522 N. 47-33-50 E., 178.60 feet to a point, said point being the southwest corner of Lot 15 in Block F as shown on recorded Map Book 14, page 181; thence with the southerly boundary line of Lots 15 through 4 in Block F, the southerly and easterly boundary line of Lot 3, the easterly boundary line of Lot 2 and Lot 1 in Block F as shown on said recorded Map Book 14, page 181 as follows: N. 47-33-50 E., 1,365.96 feet to a point; thence N. 21-41-50 W., 410.09 feet to a point in the southerly right-of-way margin of Oak Tree Trail (deadend); thence N. 21-41-50 W., 60.12 feet crossing Oak Tree Trail to a point in the northerly right-of-way margin of Oak Tree Trail; thence with the easterly and southerly boundary line of Lot 8 in Block B as shown on said recorded Map Book 14, page 181 as follows: N. 21-41-50 W., 40.18 feet to a point; thence N. 58-45-15 E., 171.25 feet to a point; thence N. 28-09-10 W., 78.70 feet to a point, said point being the southeast corner of Lot 7 in Block B as shown on recorded Map Book 13, page 99; thence with the easterly boundary line

of Lots 7 and 6 in Block B as shown on said recorded Map Book 13, page 99 and the easterly boundary line of Lots 5 through 1 in Block B as shown on recorded Map Book 13, page 53 as follows: N. 28-09-10 W., 102.75 feet to a point; thence N. 28-17-00 E., 639.27 feet to a point in the southerly right-of-way margin of Margaret Wallace Road (S.R. 3156); thence in an easterly direction with the southerly right-of-way margin of Margaret Wallace Road (S.R. 3156), approximately 628 feet to a point, said point being the southwest corner of lot as described in Deed Book 1532, page 53; thence with the southwesterly boundary line of lot as described in said Deed Book 1532, page 53 to a point in the centerline of Sam Newell Road (S.R. 3168), said point also being in the present Matthews Town Limit line; thence in a northwesterly direction with the centerline of Sam Newell Road (S.R. 3168) and the present Matthews Town Limit line, approximately 30 feet to a point in the centerline of Margaret Wallace Road (S.R. 3156); thence in an easterly direction with the centerline of Margaret Wallace Road (S.R. 3156) and continuing with the present Matthews Town Limit line, approximately 1,293 feet to a point; thence in a southeasterly direction with the present Matthews Town Limit line, approximately 30 feet to a point in the southeasterly right-of-way margin of Margaret Wallace Road (S.R. 3156); thence leaving the present Matthews Town Limit line and running in an easterly direction with the southeasterly right-of-way margin of Margaret Wallace Road (S.R. 3156), approximately 383 feet to a point in the centerline of Dion Drive, said point also being in the present Matthews Town Limit line; thence in a northwesterly direction with the centerline of Dion Drive and the present Matthews Town Limit line, approximately 30 feet to a point in the centerline of Margaret Wallace Road; thence in an easterly direction with the centerline of Margaret Wallace Road (S.R. 3156) and continuing with the present Matthews Town Limit line, approximately 41 feet to a point; thence in a southeasterly direction with the present Matthews Town Limit line, approximately 30 feet to a point in the southeasterly right-of-way margin of Margaret Wallace Road; thence leaving the present Matthews Town Limit line and running in an easterly direction with the southeasterly right-of-way margin of Margaret Wallace Road, approximately 168 feet to a point in the present Matthews Town Limit line; thence in a northwesterly direction with the present Matthews Town Limit line, approximately 30 feet to a point in the centerline of Margaret Wallace Road (S.R. 3156); thence in an easterly direction and continuing with the present Matthews Town Limit line, approximately 400 feet to a point; thence in a southeasterly direction with the present Matthews Town Limit line, approximately 30 feet to a point in the southeasterly right-of-way margin of Margaret Wallace Road; thence leaving the present Matthews Town Limit line and running in an easterly direction with the southeasterly right-of-way margin of Margaret Wallace Road (S.R. 3156), approximately 2,165 feet to a point in the westerly right-of-way margin of Idlewild Road (S.R. 3143), said point also being in the present Mint Hill Town Limit line; thence in a southeasterly direction with the westerly right-of-way margin of Idlewild Road (S.R. 3143) and the present Mint Hill Town Limit line, approximately 752 feet to a point, said point being where the northerly boundary line of lot as described in Deed Book 1934, page 468 (if extended) intersects with the westerly right-of-way margin of Idlewild Road (S.R. 3143); thence in a northeasterly direction with the northerly

boundary line of lot as described in said Deed Book 1934, page 468 (if extended) as having a bearing of N. 45-12 E. approximately 60 feet crossing Idlewild Road (S.R. 3143) to a point in the easterly right-of-way margin of Idlewild Road (S.R. 3143), said point also being in the present Mint Hill Town Limit line; thence in a southeasterly direction with the easterly right-of-way margin of Idlewild Road (S.R. 3143) and the present Mint Hill Town Limit line, approximately 10,629 feet to a point, said point being the common front corner of Lot 6 and Lot 7 as shown on recorded Map Book 8, page 245; thence in a southwesterly direction, approximately 60 feet crossing Idlewild Road (S.R. 3143) to a point in the westerly right-of-way margin of Idlewild Road (S.R. 3143), said point also being in the present Mint Hill Town Limit line; thence in a southeasterly direction with the westerly and/or southwesterly right-of-way margin of Idlewild Road (S.R. 3143) and the present Mint Hill Town Limit line, approximately 4,737 feet, crossing Rice Road (S.R. 3167), Mikelynn Drive, Zelda Lane (S.R. 3249) and Matthews-Mint Hill Road (N.C. Hwy. 51) to a point in the easterly right-of-way margin of Matthews-Mint Hill Road (N.C. Hwy. 51), said point also being in the present Mint Hill Town Limit line; thence in a northerly direction crossing Idlewild Road (S.R. 3174), approximately 60 feet to a point in the northerly right-of-way margin of Idlewild Road (S.R. 3174), said point also being in the present Mint Hill Town Limit line; thence in a southeasterly and/or easterly direction with the northerly right-of-way margin of Idlewild Road (S.R. 3174) and the present Mint Hill Town Limit line, approximately 2,323 feet to a point, said point being the southwesterly corner of Lot 1 as described in Deed Book 4075, page 243; thence in a southerly direction with the westerly boundary line of Lot 1 as described in said Deed Book 4075, page 243 (if extended) as having a bearing of S. 27-32-20 W. approximately 60 feet, crossing Idlewild Road (S.R. 3174) to a point in the southerly right-of-way margin of Idlewild Road (S.R. 3174), said point also being in the present Mint Hill Town Limit line; thence in a southeasterly direction with the southerly or southwesterly right-of-way margin of Idlewild Road (S.R. 3174) and the present Mint Hill Town Limit line, approximately 702 feet to a point, said point being where the southerly right-of-way margin of Thompson Road (S.R. 3125) (if extended) intersects with the southwesterly right-of-way margin of Idlewild Road (S.R. 3174); thence in a northeasterly direction with the said extended southerly right-of-way margin of Thompson Road (S.R. 3125) and the present Mint Hill Town Limit line, approximately 60 feet to a point in the northeasterly right-of-way margin of Idlewild Road (S.R. 3174); thence leaving the present Mint Hill Town Limit line and running in a southeasterly direction with the northeasterly right-of-way margin of Idlewild Road (S.R. 3174), approximately 7,173 feet to a point in the Mecklenburg-Union County Line; and thence in a southwesterly direction following the common boundary of Mecklenburg and Union counties to the point and place of BEGINNING.

~~EXHIBIT A 1~~

EXHIBIT B

~~REPEATED~~ SPHERE OF INFLUENCE
CHARLOTTE ~~VS~~ MATTHEWS

AS AMENDED

Beginning at a point, said point being on the Charlotte-Matthews Sphere of Influence line, said point also being the intersection of the Northerly right-of-way margin of Hayden Way with the Easterly right-of-way margin of East Independence Boulevard (U.S. 74), said point also being on the Westerly most boundary of the property as described in Deed Book 2349, page 483; thence, leaving the Charlotte-Matthews Sphere of Influence line, in a Northerly direction with said deed five courses as follows: 1) North 25-24-20 West approximately, 157.97 feet, 2) North 25-24-20 West 713.93 feet, 3) North 83-23-15 East 869.23 feet, 4) North 23-56-35 West 198.85 feet, 5) North 70-19-25 East 1229.81 feet to a point, said point being on the Matthews Town limit line, said line being the Charlotte-Matthews Sphere of Influence line; thence, continuing with said Deed Book 2349, page 483 along the Matthews Town limit line four courses as follows: 1) North 70-26-40 East 304.63 feet, 2) South 1-26 West 1478.10 feet, 3) South 72-44 West 52.68 feet, and; 4) leaving the Matthews Town limit line and continuing with the Charlotte-Matthews Sphere of Influence line North 34-10-05 West approximately 570 feet to a point, said point being the Southwesterly corner of Tract I, Deed Book 5422, page 123; thence, with the Southerly line of said tract, continuing along the Charlotte-Matthews Sphere of Influence line North 59-07-01 East 122.93 feet to a point; thence, with Tract II of said deed for two courses as follows:

1) North 59-07-01 East 70.0 feet, 2) North 23-33-50 West 506.31 feet to a point, said point being a Southeasterly corner of the property as described in Deed Book 4492, page 374; thence, with two courses of said deed: 1) North 29-35 West 270.00 feet, 2) South 42-13-03 West 425.89 feet to a point, said point being the Northeast corner as described in Deed Book 2165, page 272; thence, with a Northerly line of said deed South 55-58-55 West 150 feet to a point, said point being the Northeast corner as described in Deed Book 4500, page 843; thence, with two courses of said deed: 1) South 56-17 West 300 feet, 2) South 33-48 East 300 feet to a point on the Northerly right-of-way margin of Hayden Way; thence, in a Southwesterly direction with the Charlotte-Matthews Sphere of Influence line, along the Northerly right-of-way margin of Hayden Way approximately 910 feet to the point or place of beginning.

EXHIBIT A2

78 ~~11/11~~

Exhibit C

~~78~~ SPHERE OF INFLUENCE
MATTHEWS ~~TO~~ CHARLOTTE

AS AMENDED

Beginning at a point on the Charlotte City limit line, said point also being on the Charlotte-Matthews Sphere of Influence line, said point also being located at the intersection of the centerline of Beards Creek and the Northeasterly most corner of the property as described in Deed Book 5683, page 799; thence, leaving the Charlotte City limit line and the Charlotte-Matthews Sphere of Influence line, with the centerline of Beards Creek along said property line four calls and distances as follows: 1) South 19-30-17 East 90.91 feet, 2) South 23-51-28 East 85.47 feet, 3) South 33-28-58 East 112.92 feet, and; 4) South 25-38-42 East 82.88 feet to a point; thence, South 58-50-16 West 1135.96 feet to a point, said point being on the Charlotte City limit line, said point also being on the Charlotte-Matthews Sphere of Influence line; thence, continuing along both the Charlotte City limit line and the Charlotte-Matthews Sphere of Influence line with said Deed Book 5683, page 799 six calls and distances as follows: 1) North 23-41-21 East 209.03 feet, 2) North 00-00-55 West 202.88 feet, 3) North 22-57-43 West 756.21 feet, 4) North 84-05-56 East 329.78 feet, 5) South 18-34-14 East 140.74 feet, and; 6) South 83-46-55 East 651.02 feet to the point or place of beginning.

A RESOLUTION AUTHORIZING EMINENT DOMAIN PROCEEDINGS FOR THE ACQUISITION OF PROPERTY BELONGING TO THE HEIRS OF MANLEY CLYBURN, LOCATED AT 404 CRESTDALE ROAD, IN THE TOWN OF MATTHEWS FOR PARK PURPOSES.

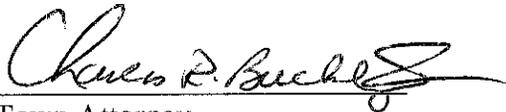
WHEREAS, the Town Board of Commissioners finds as a fact that it is necessary to acquire the property belonging to the Manley Clyburn heirs, located at 404 Crestdale Road, in the Town of Matthews for park purposes.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Matthews, that pursuant to authority granted by North Carolina General Statutes Chapter 40A, Eminent Domain proceedings are hereby authorized to be instituted against the property of Manley Clyburn heirs, located at 404 Crestdale Road, Matthews, North Carolina, under the procedure set forth in Chapter 40A of the General Statutes of North Carolina as amended; and

BE IT FURTHER RESOLVED that \$67,500.00, the amount of the appraised value of said property, is hereby authorized to be deposited in the Office of the Clerk of Superior Court of Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.

RESOLVED, this 23rd day of October, 1995.

APPROVED AS TO FORM:



Town Attorney

**RESOLUTION
BY**

THE TOWN OF MATTHEWS

WHEREAS, in North Carolina the Lead Regional Organizations, as voluntary organizations serving municipal and county governments, have established productive working relationships with the cities and counties across this state;

WHEREAS, the 1995 General Assembly recognized this need through the appropriation of \$864,270 to help the Lead Regional Organizations assist local governments with grant applications, economic development, community development, and to support local industrial development activities and the activities as deemed appropriate by their local governments; and

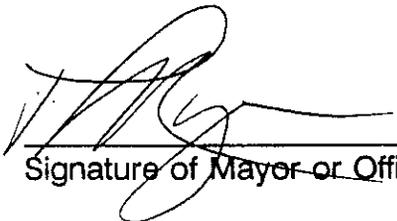
WHEREAS, these funds are not intended to be used for payment of member dues or assessments to a Lead Regional Organization or to supplant funds appropriated by the member governments;

WHEREAS, in the event that a request is not made by Matthews for release of these funds to our Regional Council, the available funds will revert to the State's general fund; and

WHEREAS, in Region F, funds in the amount of \$48,015 will be used to/for preparation of HOME and CDBG applications, regional data center, regional building permit tracking system, and other economic development activities that may deem appropriate;

NOW, THEREFORE BE IT RESOLVED, that the Matthews (Board of Commissioners/City Council) requests the release of its share of these funds, \$ 798,34, to Centralina Council of Governments at the earliest possible time in accordance with the provisions of Chapter 324, House Bill 229 section 9.4 of the 1995 Session Laws.

Witnessed this the 13th day of November, 1995 in Matthews, NC, by:



Signature of Mayor or Official

Mayor

Title



Signature of Witness

Town Clerk

Title

**Original
Seal**

RESOLUTION ESTABLISHING THE TIME AND PLACE
FOR THE REGULAR MEETING OF THE TOWN BOARD OF
COMMISSIONERS OF THE TOWN OF MATTHEWS AND
FURTHER ESTABLISHING ITS RULES OF PROCEDURE

WHEREAS, N.C.G.S. 160A-71 requires that the Town Council shall fix the time and place for its regular meeting and further provides that the Council may adopt its own rules of procedure; and

WHEREAS, N.C.G.S. Section 143-318.12 requires that a current copy of a Resolution establishing the Town Board's regular meetings, showing time and place, be kept on file with the Town Clerk.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Matthews, North Carolina, that beginning with January 1996 its regular meeting shall be held on the second and fourth Monday nights of each month at 7:00 P.M. at the Town Hall in Matthews, North Carolina; be it further RESOLVED, the meetings of the Board of Commissioners whether it be special or regular shall follow Robert's Rules of Order and the Town Attorney shall act as parliamentarian; be it further RESOLVED, that the Agenda shall be prepared under the direction of the Mayor and, additionally, each Commissioner should he or she desire any business be placed on the Agenda shall so make a request to the Mayor; however, should the Mayor for whatever reason decline this request for a given Agenda, then the request by a second Commissioner shall make it mandatory that the item be placed on the given Agenda as required by the first Commissioner; be it further RESOLVED, that an item on each Agenda shall be designated as "Miscellaneous" intended to give citizens an opportunity to speak on any subject; speakers will be given up to four (4) minutes to speak unless the time period is changed by vote of the Board of Commissioners at that meeting; further this Miscellaneous item on zoning Agenda nights will be placed on the Agenda after "Action From Planning and Zoning Board" and on the second meeting of the month this Miscellaneous item will be placed on the Agenda after the "Pledge of Allegiance"; be it further RESOLVED, the necessity for a Board Closed Session will normally be listed on the Agenda when possible, however, if it is not possible, the individual Commissioner requesting the Closed Session shall contact all Board members, the Mayor, the Manager and the Attorney as time will allow; be it further RESOLVED, any Commissioner or the Mayor with just cause may request an item on the printed Agenda be deferred; it shall be the policy of the Board of Commissioners to defer the said requested Agenda item until the next regular meeting of Council, absent any compelling reason not to defer the item (normally absence of a Commissioner by itself is not just cause to have an item deferred); be it further RESOLVED, any item that needs to be added to an already printed Agenda will be announced at the beginning of each meeting, however, items to be added should only be added to the Agenda when time is a necessity; be it further RESOLVED, there is hereby established as a part of each Agenda as required an item to be designated as "Consent Agenda" and the items listed under the Consent Agenda will be voted on in one motion

unless a Board member requests to deal with any items on the Consent Agenda individually.

RESOLVED, this the 11th day of December, 1995.



Mayor

ATTEST:



Town Clerk