

## **Town of Lake Santeetlah**

### **Council Meeting Minutes**

**January 14, 2025**

Mayor Simon called the meeting to order at 12:01 PM. Councilmembers Jim Hager, Ralph Strunk, and Keith Predmore were present for the meeting. Town Administrator Kim Matheson and Town Clerk Kala Farley were also present. Attorney Craig Justus and Councilmember Kevin Haag were present on Zoom.

Predmore led the Pledge of Allegiance and Strunk offered an Invocation.

**Approval of the Agenda:** Simon requested to amend the agenda to add Old Business #1 Lakeside agreement for septic and New Business #8 Graham County multi-purpose event facility letter of support. Hager made a motion to approve the agenda as amended. Strunk seconded. All approved. The motion passed unanimously.

**Approval of the December 10, 2024, Council Meeting Minutes:** Hager made a motion to approve the minutes. Predmore seconded. All approved. The motion passed unanimously.

**Financial/Tax Report as of December 31, 2024:** Matheson reported the tax collection for December was \$61,127.74

Mayor Simon read the Ethics Statement Reminder.

#### **Request for Public Comment:**

**Alan Davidson:** Davidson said he wanted to give a shoutout to Scott Kamps for how well he stayed on top of clearing the roads during the recent snow we had in the area.

#### **Old Business:**

- 1. Lakeside agreement:** A Tri-Party Agreement and Designation of License was presented for review regarding the septic connection for Jorge Cadena on Lakeside Trail (see attached). After discussion, Hager made a motion to approve the agreement subject to receiving all signatures and authorizing Mayor Simon to sign the agreement today and work to commence. Predmore seconded. All approved. The motion passed unanimously.

## New Business:

1. **Attorney Contract:** The attorney contract needed to be renewed. Hager made a motion to continue with The Van Winkle Law Firm and Craig Justus as our Town Attorney. Predmore seconded. All approved. The motion passed unanimously.
2. **Response Letter for LGC:** Matheson said this letter was in response to the audit, and Shannon Dennison had said it needed to be signed by as many Council members as possible and sent back.
3. **Letter to Graham County Schools for scholarship:** Mayor Simon said the Council had decided that they would not take a salary and instead donate the funds to a scholarship for students that attend trade schools. The letter explained the funds may be used to cover expenses related to the recipient's individual needs including tuition, necessary tools, safety equipment, and any other required items. All Council members that were available signed the letter to send to Graham County Schools along with a check for \$6,000.
4. **Budget Amendment for Water and General:** Matheson said the amendments were to clean up the General and Water Funds. The Council's insurance went up, so they were a little over budget there. Payroll services is all the money spent updating Edmunds. The donations went over due to the money that was sent to Haywood County for Hurricane Helene storm relief. Matheson mentioned that the League of Municipalities has its own financial software, and she was going to check in to that in terms of compatibility and cost. Matheson said the amendment to the Water Fund is for the water read equipment and software update for the water billing. Hager made a motion to approve the budget amendment. Strunk seconded. All approved. The motion passed unanimously.
5. **Zoning Administrator visit:** Matheson said she has been in contact with the Zoning Administrator, and he said he is available to come to Town very soon. However, he has not yet given a specific date currently.
6. **The Town will no longer pay for water:** Predmore explained that the Town cuts a check from itself to itself for the water bill and made a motion to eliminate the Town from paying a water bill. Hager seconded. All approved. The motion passed unanimously.
7. **Recommended changes to zoning for review:** Planning Board Chair Anne Hager presented the proposed changes to the zoning ordinance. These changes include correcting a typo, removing redundant language, and adding

clarity to certain sections. The board also discussed the need for a public hearing before any amendments can be made. Town Attorney Justice provided feedback on the proposed changes and suggested that the Planning Board should be aware of the potential for creating more procedural rules. Justus recommended deleting the temporal requirement on the number of days required on proposed change #4 as it could potentially be problematic. Hager made a motion to send this back to the Planning Board for further discussion with the recommendation of taking in to account the comments made during the discussion today and bring it back to the Council for review later. Matheson mentioned that the Town Council will need to schedule a public hearing when the Planning Board sends it back. Predmore seconded. Strunk abstained from voting due to being unable to review the document prior to the meeting therefore his vote was counted as an automatic yes. Mayor Simon voted yes. Hager voted yes, Predmore voted yes. The motion passed unanimously.

- 8. Graham County Multipurpose Event Center letter of support:** Graham County has requested support from the Town of Lake Santeetlah for a center to promote the County's rich agricultural heritage and the values that heritage instills. The center would serve as a versatile venue for various cultural, recreational, agricultural, entertainment, and business gatherings. The center could also stimulate spending in the county through visitors that come to region for events held at the center. Predmore made a motion to. Hager seconded. All approved. The motion passed unanimously.

**9. Council Statements:**

**Jim Hager:** Hager said he would like to thank the Planning Board for the work they have done.

**Diana Simon:** Simon said she has thanked Kamps for the attention to the roads during the recent winter storm in the area.

**Keith Predmore:** Predmore said the Council needs to suppress the urge to change the agenda at the meeting.

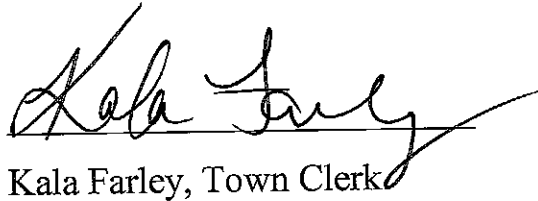
**Announcements:**

- The next regularly scheduled Council Meeting will be held February 11, 2025, at 12:00PM. This meeting will be held at Town Hall and via Zoom. The link to join by Zoom will be sent out by mass email.

**Motion to Adjourn:** Hager made the motion to adjourn the meeting. Predmore seconded. The meeting was adjourned at 1:10 PM.



Diana Simon, Mayor



Kala Farley, Town Clerk

Prepared by and return to: Craig D. Justus  
Van Winkle, Buck, Wall, Starnes & Davis, P.A.  
11 North Market St., Asheville, NC 28801  
P.O. Box 7376, Asheville, NC 28802-7376

Excise Tax: \$ 0.00

PIN #: 5652139108, Lakeside Trail

**NO TITLE SEARCH PERFORMED BY THE PREPARER OF THIS INSTRUMENT**

**STATE OF NORTH CAROLINA  
COUNTY OF GRAHAM**

**TRI-PARTY AGREEMENT AND DESIGNATION OF LICENSE**

**THIS IS A TRI-PARTY AGREEMENT AND DESIGNATION OF LICENSE** (this "Agreement") is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the **Town of Lake Santeetlah**, a North Carolina municipal corporation ("Town"), **Santeetlah Lakeside Owners Association II, Inc.** ("Association") and **Lake Point Properties on Santeetlah, LLC** ("Declarant"). The Association and Declarant are collectively referred to as "Grantee". The foregoing are hereinafter referred to collectively as the "Parties" and individually each as a "Party".

**WHEREAS**, the Town is the owner of Lakeside Trail located in the Town of Lake Santeetlah, North Carolina, which includes the area located under, along, and within the road, as provided for in a Deed of Dedication for Streets and Roadways from Lake Point Properties on Santeetlah, LLC to the Town in Deed Book 257, Page 771 of the Graham County, North Carolina Registry;

**WHEREAS**, the Association is comprised of certain lands as described in Deed Book 400, Page 749 of the Graham County, North Carolina Registry, upon which is governed by a certain Declaration of Covenants, Conditions, and Restrictions for the Association recorded in Deed Book 224, Page 321, and as amended in Deed Book 400, Page 749, both of the Graham County, North Carolina Registry (the "Declaration");

**WHEREAS**, the Declaration provides in Article 5, subsection 5.1 that the “Association shall maintain and keep in good condition, order and repair the Area of Common Responsibility which may include, but need not be limited to: . . . any Private Sewer System located within or abutting the Property which provides services to Members of the Association and potentially to owners of Adjacent Properties unless such facilities have been conveyed to a municipality or a private utility company”;

**WHEREAS**, the Declarant is the owner of a parcel totaling 4.3 acres off Lakeside Trail, identified by PIN # 5652139108, of which a portion is to be developed as part of the Association;

**WHEREAS**, the Declarant and Association, as Grantee, have requested that the Town grant and convey to Grantee a license for the Association’s sewer connection system (“Sewer System”) to provide services to members of the Association;

**NOW THEREFORE**, in consideration of the terms and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of License. The Town for themselves and their successors and assigns as owners of the License Area (hereinafter defined), do hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, a license over, upon, across, under and through Town’s License Area (hereinafter defined) to locate a portion of Association’s Sewer System within the Town’s property for the limited purpose identified in the Project Plans Lake Point Low Pressure Force Main Connection Lots 1 Thru 5 (“Project Plans”). The area of the license shall be as shown on the Utility Plan in the Project Plans (“License Area”) attached hereto as **Exhibit A**.
2. Maintenance and Repair of System. The Association and/or Declarant shall perform and pay for the installation, repair, inspection, replacement and renewal of the Sewer System and related accessories located within the License Area consistent with the obligations set forth in the Declaration for the Association recorded in Deed Book 224, Page 321 of the Graham County, North Carolina Registry. The installation, maintenance, repair, inspection, replacement and renewal shall be conducted in a good and workmanlike manner and in such a way that no materialmen or mechanic’s liens shall attach to the Town’s property. The Association shall, at all times, keep the Sewer System and accessories in proper working order and in full compliance with all local, state, and federal requirements.

The Grantee shall provide the Town with a minimum of ten (10) days written notice for the opportunity to inspect the installation prior to the roadway being repaired. Any inspection by the Town of Lake Santeetlah, including its Public Works Department, does not warrant the safety of the Sewer System or its sufficiency for any purpose.

3. Association's Obligation to Repair and Restore. The Grantee agrees to promptly repair at Grantee's sole expense any damage associated with or arising from this Agreement, including restoring the topography of the License Area after any future repair, maintenance or reconstruction of the Sewer System to approximately the same condition as existed before said work was performed.
4. Indemnification: No Adverse Possession Claim. Grantee, for itself and its successors and assigns, shall indemnify and hold harmless the Town and its successors and assigns against any and all claims, damages, liabilities, costs and expenses (including, without limitation, attorneys fees and court costs) arising out of or related to the License Area or Declarant and Association's use thereof, including but not limited to any property damage arising as a result thereof.
5. Default. If there is a failure by the Grantee to perform, fulfill or observe any of the terms of this Agreement to be performed, fulfilled or observed by such Grantee, and such failure shall continue to thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about any other owner's property, or substantial deterioration of another owner's property results from such failure, the Town may, at its election either:
  - a. After (30) days written notice, cure such failure or breach on behalf of the defaulting Grantee. Any amount which Town so electing shall expend for such purpose, or which shall otherwise be due by Grantee to Town, shall be paid to the Town to whom due on demand, without contest, upon delivery of an invoice, together with interest at the lower of (A) the rate of ten percent (10%) per annum, or (B) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall become due to the date of payment in full; or
  - b. Terminate this license upon giving (60) days written notice to Association and Declarant (if Declarant still holds declarant rights). Association will be responsible for restoring any of Town's property to the same or similar condition in place at the time the work related to the License commenced.

6. Notice. All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand or United States mail. Notices shall be treated as if given when delivered. All notices shall be addressed as follows:

If to Town:

If to Association:

If to Declarant:

7. Miscellaneous.

- a. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina in all respects, including all matters of construction, validity and performance.
- b. Modification and Waiver: No provisions of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the Parties.
- c. Severance: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- d. No Interpretation Against Drafter: This Agreement has been entered into at arm's length. Accordingly, any rule of law or legal decision that would require interpretation of this Agreement against the Party that has drafted it is not applicable and is irrevocably and unconditionally waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the Parties and this Agreement.
- e. Attorney's Fees: If any action, suit arbitration or other proceeding is instituted to remedy, prevent, or obtain relief from a default in the

performance by any Party to this Agreement of its obligations under this Agreement, the prevailing Party shall, to the extent allowable by law, recover all of such Party's reasonable attorney's fees incurred in each and every such action, suit, arbitration or other proceeding, including any and all appeals or petitions therefrom.

**IN WITNESS WHEREOF**, the parties have set their hand and seal, this the \_\_\_\_ day of \_\_\_\_\_, 2025.

[Signature page to follow]

**Town of Lake Santeetlah**

\_\_\_\_\_ (SEAL)  
By:

**STATE OF NORTH CAROLINA**  
**COUNTY OF \_\_\_\_\_**

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_ as \_\_\_\_\_ of the **Town of Lake Santeetlah.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**PLACE NOTARY SEAL INSIDE THIS BOX ONLY!**

\_\_\_\_\_  
(Printed Name of Notary)

My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**Santeetlah Lakeside Owners Association II, Inc.**

\_\_\_\_\_ (SEAL)

**By:**

**STATE OF NORTH CAROLINA**  
**COUNTY OF \_\_\_\_\_**

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_ as \_\_\_\_\_ of **Santeetlah Lakeside Owners Association II, Inc.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

PLACE NOTARY SEAL INSIDE THIS BOX  
ONLY!

\_\_\_\_\_  
(Printed Name of Notary)

My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**Lake Point Properties on Santeetlah, LLC**

\_\_\_\_\_ (SEAL)

**By:**

**STATE OF NORTH CAROLINA**  
**COUNTY OF \_\_\_\_\_**

I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_ as \_\_\_\_\_ of **Lake Point Properties on Santeetlah, LLC.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

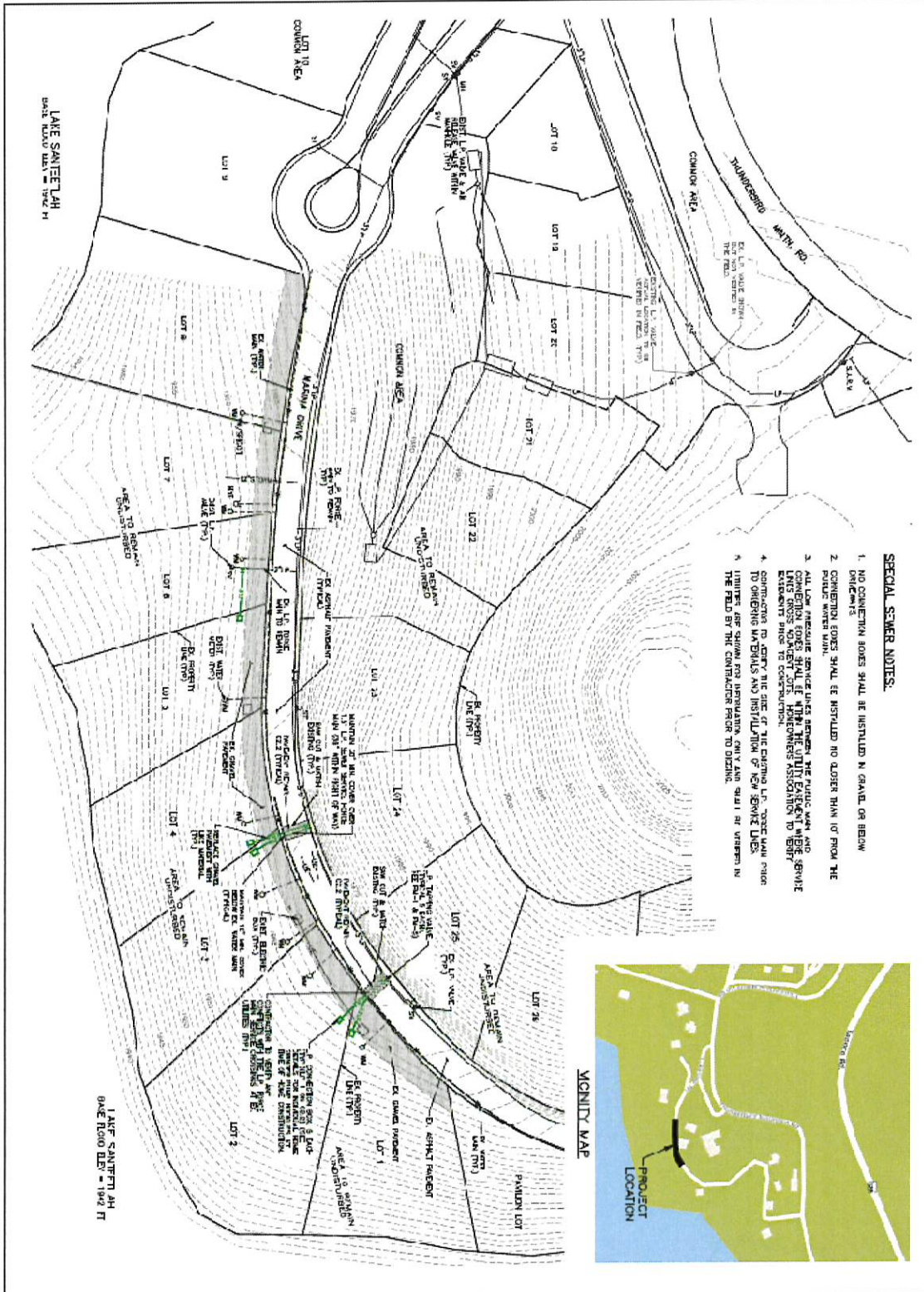
PLACE NOTARY SEAL INSIDE THIS BOX  
ONLY!

\_\_\_\_\_  
(Printed Name of Notary)

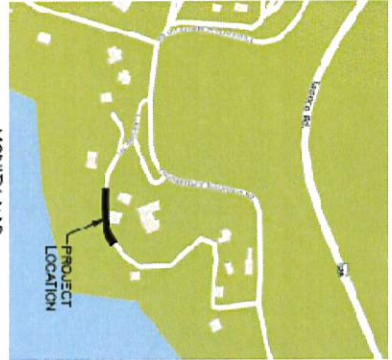
My Commission Expires: \_\_\_\_\_

# EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



- SPECIAL SEWER NOTES:**
1. NO CONNECTION BOXES SHALL BE INSTALLED IN GRADE OR BELOW GRADE.
  2. CONNECTION BOXES SHALL BE INSTALLED NO CLOSER THAN 10' FROM THE PUBLIC WATER MAIN.
  3. ALL LOW PRESSURE SERVICE LINES REMAIN THE PUBLIC WORK AND CONNECTION BOXES SHALL BE WITHIN THE UTILITY EASEMENT WHERE SERVICE LINES CROSS OVER PRIVATE LOTS. HOMEOWNERS ASSOCIATION TO BEAT OFF CONSTRUCTION FROM THESE CONNECTION BOXES.
  4. CONNECTIONS TO APPLY THE SIZE OF THE EXISTING L.S. SERVICE MAIN PRIOR TO OBTAINING PERMITS AND INSTALLATION OF NEW SERVICE LINES. ALL CHANGES ARE SUBJECT TO INSPECTION AND SHALL BE APPROVED IN THE FIELD BY THE CONTRACTOR PRIOR TO DIGGING.



**LAKE POINT SERVICE**  
ON SANTEELAH LAKE  
2500 BEAVER CREEK DRIVE SW  
AGRESTE, WA 98003  
800.833.8333

**LAKE SANTEELAH UTILITY PAVEMENT**  
ON SANTEELAH LAKE  
2500 BEAVER CREEK DRIVE SW  
AGRESTE, WA 98003  
800.833.8333

**AGRESTE ENGINEERING CO. INC.**  
Civil Engineering / Surveying  
10000 1st Avenue SW, Suite 100  
Bellevue, WA 98004  
(206) 835-1111

**AGRESTE ENGINEERING CO. INC.**  
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(206) 835-1111

**CONNECTIONS**

- W - WATER
- S - SEWER
- G - GAS
- U - UTILITY

**GRAPHIC SCALE**

1" = 20' (Horizontal)

1" = 40' (Vertical)

**LAKE SANTEELAH UTILITY PAVEMENT**  
ON SANTEELAH LAKE  
2500 BEAVER CREEK DRIVE SW  
AGRESTE, WA 98003  
800.833.8333

**LAKE SANTEELAH UTILITY PAVEMENT**  
ON SANTEELAH LAKE  
2500 BEAVER CREEK DRIVE SW  
AGRESTE, WA 98003  
800.833.8333

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