

**Firefly Property Owners Association, Inc.**

**Board Meeting**

**October 28, 2019**

**Location:**

- Firefly Cove Lake Lure, North Carolina – The Lodge

**Roll Call/Call to Order:**

- The meeting was called to order by Joy Ciocca at 6:30 pm
- Directors present: Joy Ciocca, Melva Dye, Mike Frosaker, Mark Helms and Mike Kirkman
- Directors present by phone: None
- Directors Absent: None
- Property Owners present: Jonathan Hinkle, Jayne Mann and Joe Pritchett

**Quorum:**

- There being a sufficient number of Board members present a quorum was established.

**Property Owners Input/Comments/Concerns**

- Jayne Mann requested to remove the boulders in the two small sections of the common area. Since these are proposed to be removed as part of the upcoming landscaping plan, Jayne Mann would like to have them and she will pay to have them removed and the two areas filled with top soil and grass seed put down. The board agreed to this request.
- Jonathan Hinkle suggested to make board meetings more productive to allow for property owner comments and questions at the beginning and/or at the end of the meeting. He also recognized that this is the first time in many years that the board has new leadership and it is a new opportunity to put the past behind us and lead with a new perspective.

**Updates:**

- Joe Pritchett updated the board on the new Easement agreement for the 27 Acres owned by Tom Maddux. The sale of Lot 55 is to happen in November and then the new agreement can be exercised. Will need to finalize with the lawyer and request that Maddux pays all legal fees. To date \$85 has been paid to the lawyer.
- Joe Pritchett updated the board on the need to pressure wash the pool area. He showed us a sample that was done with a pressure washer and some bleach. It was agreed to have this completed in the spring.

- Joe Pritchett updated the board on the upcoming lake draw down scheduled to start December 1. With this we anticipate having the stream dredging to begin in January and then in April when the lake is back up to full pond to have the barge come back through to remove additional sediment. The board will need to monitor the financial situation to fund this project. Joe Pritchett volunteered to continue to supervise this project.
- Joe Pritchett updated the board on the upcoming restoration work to be done on the East Stream on the Lot 26. The work is expected to begin in November and last up to five weeks. Secretary Ciocca will email the property owners to advise them to stay away from the area during this time.

**Discussion Items:**

- Secretary Ciocca opened a discussion on board positions. Mike Kirkman was previously appointed to fill the term Bill Walker vacated with his resignation. This term will be through October 2020. Nominations were made for Officer Positions as follows: Melva Dye, President, Mike Frosaker, Vice President, Mike Kirkman, Treasurer, Joy Ciocca, Secretary, Mark Helms, ARC Chairperson. The recommendations were approved by motion, second, and a unanimous vote 5-0.
- A motion was made to make Joe Pritchett an assistant treasurer to the board to help with all matters the board sees fit, with all rights and privileges of a non-voting board member. The motion was seconded and accepted with a unanimous vote 5-0.
- A motion was made to approve the Utility Easement with the Town of Lake Lure. The motion was seconded and accepted with a unanimous vote 5-0. (A copy of the signed agreement will be attached to these minutes when complete.)
- A discussion was had about the establishment of committees to assist the board with projects and operations of Firefly Cove. Suggestions of committees include: Landscape, Strategic/Long Range Planning, Pool, Boat Dock and Entertainment. The discussion included the need for a board member chair, minimum/maximum members, guidelines and responsibilities. The discussion was tabled to a later date.
- Mike Kirkman suggested changes for the next annual meeting. They were noted and will be discussed at a future meeting when planning for the annual meeting in 2020.
- President Dye recommended the Board go into Executive Session. The executive session began at 7:39pm. President Dye reconvened the regular Board meeting at 7:57pm.
- The date of the next board meeting will be held on Wednesday, January 22, 2020 at 6:30pm at the lodge.

**Adjournment:**

- The meeting was adjourned at 8:01pm.

Preliminary Agreement between the Town of Lake Lure and  
the Firefly Cove Property Owners Association, Inc. for the  
Purposes of Establishing a Utility Easement

This Preliminary Agreement is made effective on ~~10/29/19~~ between the Town of Lake Lure, PO Box 255, Lake Lure, NC 28746 and the Firefly Cove Property Owners Association, Inc., PO Box 303, Lake Lure, NC. The Firefly Cove Property Owners Association Inc.'s Board of Directors and the Town of Lake Lure are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, the Town of Lake Lure is desirous of locating a water interconnect station on property owned by the Firefly Cove Property Owners Association, Inc.; and,

WHEREAS, the subject property is designated as parcel number 1643157 by the Rutherford County Revenue Department; and,

WHEREAS, the Town of Lake Lure has an existing 6-inch ductile iron water line that continues to be in active service across the whole of subject property; and,

WHEREAS, a rough depiction of the location of the existing water line and water interconnect site, as proposed, is depicted on the attached Exhibit 1; and,

WHEREAS, the location of a water interconnect at this location is mutually beneficial for both the Firefly Cove Property Owners Association, Inc., its respective current as well as future residents, and the Town of Lake Lure inasmuch as the installation of the water interconnect shall provide a dependable source of water to the Firefly Cove subdivision and allow for future development in said subdivision; and,

WHEREAS, a formal agreement and professional survey depicting the site and easement location shall be recorded with the Rutherford County Register of Deeds before construction of the water interconnect is initiated;

NOW THEREFORE, in consideration of the facts as agreed upon by both parties and as described herein, the Firefly Cove Property Owners Association, Inc. and the Town of Lake Lure hereby agree as follows:

1. This preliminary agreement shall be sufficient to convey approval by the Firefly Cove Property Owners Association, Inc. to the Town of Lake Lure to establish a 40' x 40' utility easement on its property for the purposes of constructing a water interconnect station.
2. Before commencing construction, the Town of Lake Lure shall prepare a formal agreement that references a professional survey of the site and precisely locates the existing 6-inch ductile water line and proposed 40' x 40' easement location.
3. If no recorded easement exists for the active 6-inch ductile water line, the Firefly Cove Property Owners Association shall also approve a 20' easement (10' on center) for this public utility owned by the Town and same shall be denoted on the survey and incorporated into the formal agreement as described in paragraph 2, above.
4. The Town of Lake Lure agrees that it shall bear complete responsibility for the upkeep, maintenance and repair of both the six inch (6") ductile water line that traverses the Association's property as well as the 40' x 40' utility easement that shall be located on the Association's property. After the initial installation of the water interconnect station, the Town of Lake Lure shall promptly clean up the construction site and shall repair and return the property as close as is possible to its original condition as it existed prior to the construction of the water interconnect station. After the initial construction of the water interconnect station, should the Town of Lake Lure find it necessary to conduct any maintenance, repair or replacement of either the water interconnect station or the six inch (6") ductile pipe, the Town of Lake Lure warrants that any damage or disruption to the Association's property shall be promptly repaired to its original condition as it existed prior to the replacement or repair.
5. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Preliminary Agreement have the actual legal power, right and authority to make this Agreement and bind each respective Party
6. Amendment; Modification. No supplement, modification, or amendment of this Preliminary Agreement shall be binding unless executed in writing and signed by both Parties.
7. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

8. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Preliminary Agreement the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.
9. **Entire Agreement.** This Preliminary Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
10. **Enforceability, Severability, and Reformation.** If any provision of this Preliminary Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an identification as possible under North Carolina law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under North Carolina law.
11. **Applicable Law.** This Preliminary Agreement shall be governed exclusively by the laws of North Carolina, without regard to conflict of law provisions.
12. **Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Preliminary Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of North Carolina. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

13. Signatures. The agreement shall be signed by the President of the Firefly Cove Property Owners Association, Inc., Ms. Melva H.Dye, and C. Shannon Baldwin, Lake Lure Town Manager.

*Melva H. Dye*

Melva H. Dye

Date *10/29/2019*

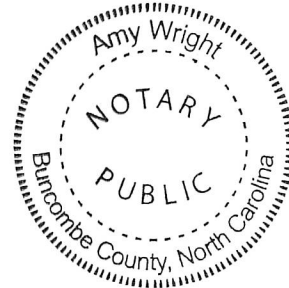
State of North Carolina  
County of *Buncombe*

I, *Amy Wright*, Notary Public, do hereby certify that Joe Pritchett, President of the Firefly Cove Property Owners Association, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the *29* day of *October*, 20 *19*

*Amy Wright*

My commission expires: *March 7, 2024*



*C. Shannon Baldwin*

C. Shannon Baldwin

Date *10/29/19*

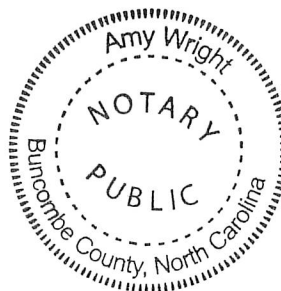
State of North Carolina  
County of *Buncombe*

I, *Amy Wright*, Notary Public, do hereby certify that C. Shannon Baldwin, Lake Lure Town Manager, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this *29* day of *October*, 2019.

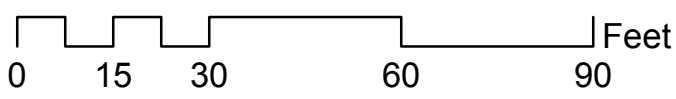
*Amy Wright*

My commission expires: *March 7, 2024*





Proposed 40 x 40 Easement Area  
Chimney Rock & Firefly Cove  
Water Interconnect Location



1 inch = 30 feet

