



Town of Clayton
Town Council Work Session Agenda
Tuesday, September 5, 2023 @ 3:00 PM
111 E. Second Street

1. CALL TO ORDER

2. ADJUSTMENT OF THE AGENDA

- a. **POTENTIAL ACTION:** Approve or Adjust the Agenda

3. INTRODUCTIONS AND SPECIAL PRESENTATIONS

- a. 3:00 - 3:15 p.m. (15 Minutes)
Employee Introductions
- Kaci Shaefer, Administrative Assistant
 - Steven Motts, Planner II
- Presenter:* Greg Tart, Police Chief
Jonathan Jacobs, Interim Planning Director

4. ITEMS FOR DISCUSSION

- a. 3:15 - 3:30 p.m. (15 Minutes)
Small Area Plan Gateway 42 Update: Presentation and Discussion with Consultants.
Presenter: Jonathan K. Jacobs, PE, CFM - Interim Planning Director
Bruce Venable - Planner 1
Blake Reeves - Consultant with LS3P
["Small Area Plan Gateway 42 Update" Presentation and Discussion with Consultants](#)
- b. 3:30 - 4:15 p.m. (45 Minutes)
Parks and Recreation Master Planning Input
- Input from Council
- Presenter:* Sara Burroughs, Sage Design
- c. 4:15 - 4:30 p.m. (15 Minutes)
Strategic Plan Scope of Work
Presenter: Dolores Gill, Deputy Town Manager
- d. 4:30 - 4:45 p.m. (15 Minutes)
 ECCP Fields Collaborations
Presenter: Matt Lorion, Acting Parks and Rec. Director & Rich Cappola, Town Manager
[Carolina Comfort Air Gift Agreement-Exhibit A](#)
[Gift Agreement \(naming rights\)](#)
[Joint Use Agreement NRFA 2023](#)

5. ADJOURNMENT

- a. POTENTIAL ACTION: Motion To Adjourn



Town Council Work Session Agenda Cover Sheet

Meeting Date

September 5, 2023

Agenda Location

INTRODUCTIONS AND SPECIAL
PRESENTATIONS

Item Title

Small Area Plan Gateway 42 Update: Presentation and Discussion with Consultants.

Presenter(s)

Jonathan K. Jacobs, PE, CFM - Assistant Engineering Director Bruce Venable - Planner 1 Blake
Reeves - Consultant with LS3P

Suggested Action

Information Only

Strategic Priorities Alignment



☐
Think Clayton
(Administrative)



☐
Think Arts &
Culture



☐
Think
Downtown



☐
Think
Economic
Development



☐
Think Land
Use &
Housing



☐
Think
Mobility



☐
Think Parks,
Recreation
& Natural
Resources



☐
Think Public
Services &
Infrastructure

Public Hearing: No

If Approved, Will Document Require Recordation? No

Does This Item Require a Communication Plan?

- ☐ Public Hearing (Required by GS)
- ☐ Newspaper Notice (Required by GS)
- ☐ Public Forum/Input Session
- ☐ E-News Distribution

- ☐ Public Hearing (Not Required by GS)
- ☐ Newspaper Notice (Not Required by GS)
- ☐ Press Release
- ☐ Website

- ☐ Social Media
- ☐ Special Mailing

- ☐ Survey
- ☐ None Required

Summary

Consultant Presentation for the Gateway 42 Small Area Plan.

Funding Source

N/A

Corresponding Documentation

[Gateway 42 Final Deliverable DRAFT](#)

Submitted By: Bruce Venable, Planning

Reviewed By:

Jonathan Jacobs, Assistant
Engineering Director

Approved - Aug 29 2023



Gateway 42

SMALL AREA PLAN

Town of Clayton, NC
September 2023

TABLE OF CONTENTS

- 01. Project Overview
- 02. Gateway 42 Logic
- 03. Small Area Land Use Plan
- 04. Plan Recommendations
- 05. Implementation Tasks

01

GATEWAY 42, CLAYTON NC

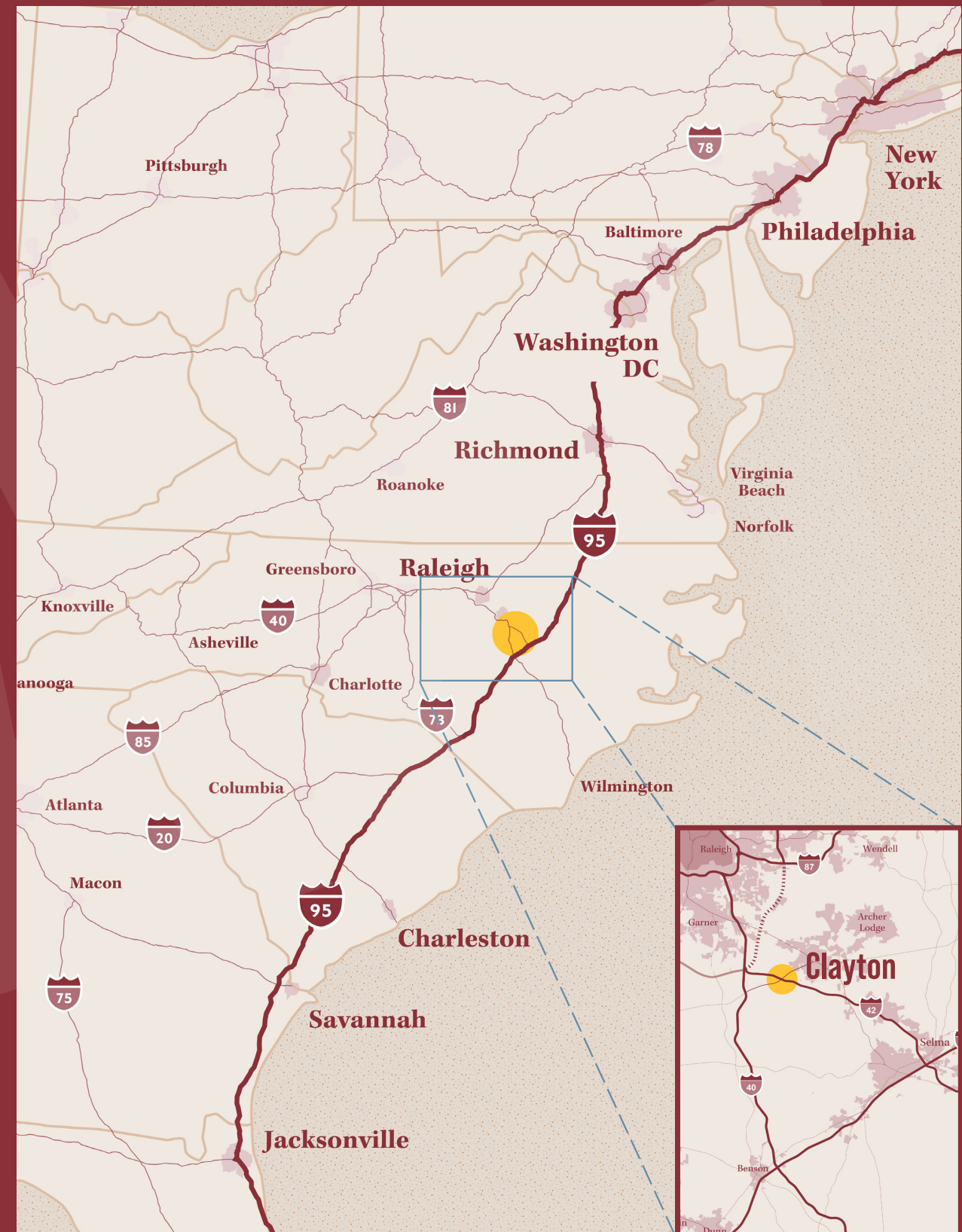
PROJECT OVERVIEW

PROJECT OVERVIEW

GATEWAY 42 IS A NEW FRONT DOOR FOR CLAYTON

As US-70 is upgraded to Interstate 42, a new critical junction is forming where this nationally-significant corridor meets and intersects with Clayton. I-42's upgraded format invites a heightened condition unlike anything we see today. The interstate stretches beyond our town to connect the Triangle Region—the second-fastest growing metro in the country—with I-95—the most important corridor along the Eastern Seaboard. In the future, I-42 will serve as one of the most important routes by which people reach and enter Clayton, so the area around this crossroads will be a key gateway into town as well as the face of our community for many. This highly-connected thoroughfare will also bring new activity to Clayton, which translates into both new opportunities and new threats.

In the face of these rapidly changing conditions, Gateway 42 is an ambitious effort by the Town of Clayton to safeguard the wellbeing of our community



PROJECT OVERVIEW

and its surrounds. The project updates and expands Clayton's 2045 Comprehensive Growth Plan by focusing on the areas of the town that will be potentially impacted by I-42. This area represents a fundamental segment of the town that has grown in significance in recent years, partly in response to some of these changes, but strategic planning has not yet occurred in this area. Without a focused plan in place, the Gateway 42 area has experienced unwelcome growing pains, in the form of traffic congestion, development perceived to be unsuitable by some, and a concern about the lack of preservation of the existing land and character that makes this place special.

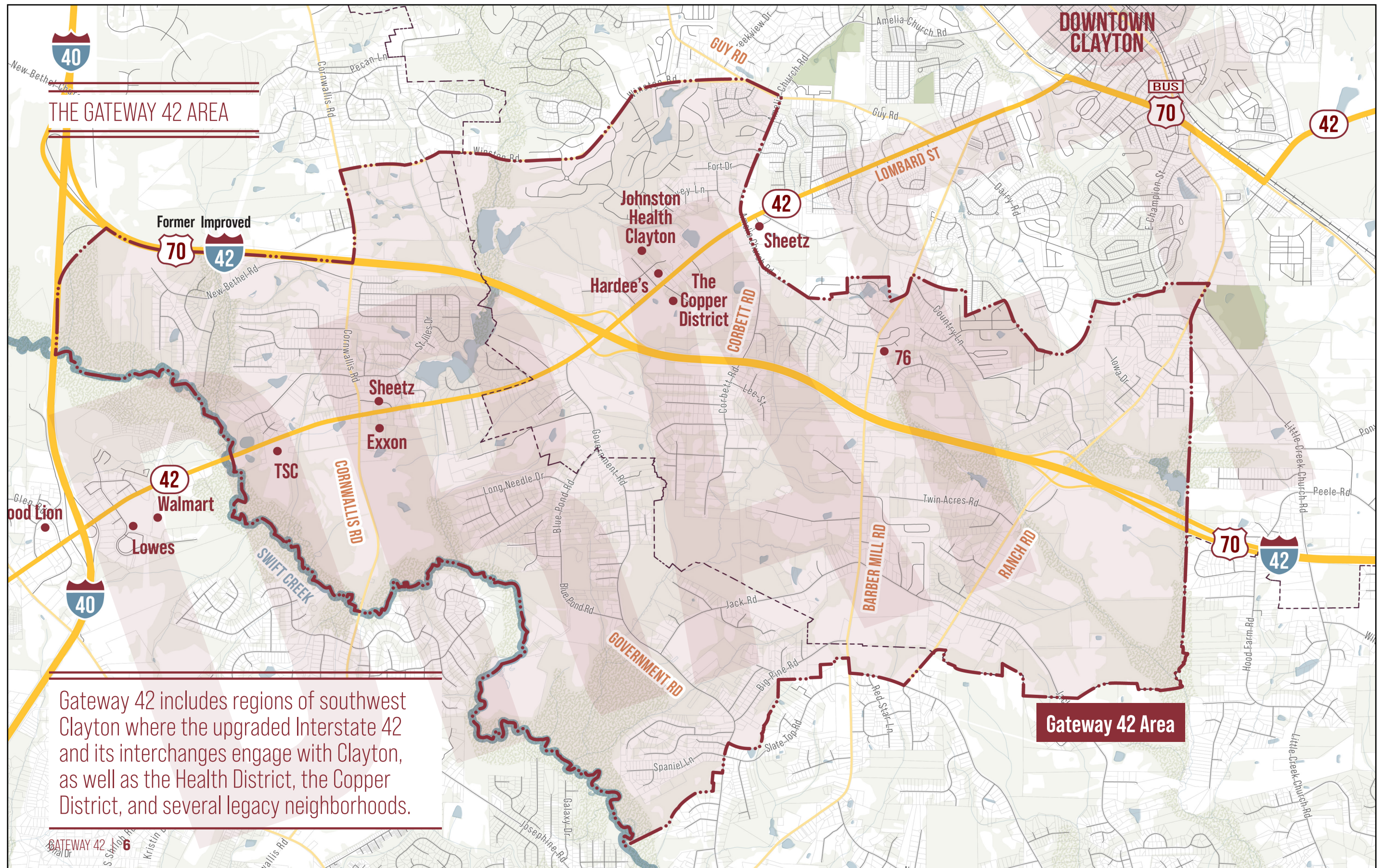
To these ends, Gateway 42 takes a proactive approach. The plan considers forthcoming changes and gets out ahead of them, empowering the community to shape our environment in accordance with our collective vision. The plan acknowledges that growth can be a positive force, when it is harnessed for good and can in fact help bolster the quality-of-life for the whole community. Clayton residents continue to express the need for a diverse mix of community-supporting amenities, and many of these assets are only delivered with new development. This approach ensures that our community evolves into the kind of place that reflects our shared vision for the future.

In order to define those goals, the Gateway 42 plan was informed by a vibrant

community engagement campaign from start-to-finish that sought to address the aspirations and concerns of those live, work, visit, and travel through the area. This inclusive approach ensured that a diversity of voices were heard and contributed to the shaping of the Gateway 42 vision. Through careful and collaborative effort, the plan builds a community that reflects our collective aspirations and serves the concerns of those who live, work, visit, and travel through the area.

A key recurring theme from this input was a need to safeguard our existing assets, including the legacy neighborhoods that serve as the foundation of this landscape. By embracing a proactive approach that anticipates changes and potential challenges, we can effectively preserve and protect what we hold dear, preventing any detrimental impacts on our community's resources and character.

Beyond the legacy neighborhoods, the Gateway 42 area includes the communities, businesses, and corridors around I-42 and its two enhanced interchanges, which cross as US-42 and Ranch Road. In an effort to consider all areas that could be potentially impacted by the interstate's improvements, the plan considers both areas that are part of the Clayton and others beyond the town's current jurisdiction, utilizing the authority granted by extraterritorial jurisdiction.



Gateway 42 includes regions of southwest Clayton where the upgraded Interstate 42 and its interchanges engage with Clayton, as well as the Health District, the Copper District, and several legacy neighborhoods.

PROJECT OVERVIEW

The plan's primary device to create change is the Town of Clayton's land use plan. The Gateway 42 effort considers how the community's desires can be codified through land use. It takes advantage of existing land use designations and proposes a new designation in response to the monumental outcry of the community for settings that express small town charm, in the form of small-scale, integrated civic clusters.

The Gateway 42 plan also considers larger nodes already in progress. Amid the project's study, additional plans have been advanced for both the Health District surrounding UNC Health Johnston and the Copper District. Years in the making, both of these planned developments represent partnerships that the Town has made in the service of delivering much-needed amenities to this region and our residents. The Gateway 42 plan seeks to enable those developments while maximizing their benefits and limiting potential negative impacts.

With all of these goals in mind, the Gateway 42 plan and its approach enable our community to capitalize on advantageous opportunities that will arise as a result of future growth and development, utilizing the momentum that our region is experiencing to unlock and deliver a range of beneficial improvements that we might not otherwise be able to support. In this way, we can further shape a well-rounded and vibrant community that enhancing the overall quality of life for all Clayton residents for decades to come.

PROJECT OVERVIEW

CLAYTON'S STRATEGY FOR SMART GROWTH

Clayton is growing and shows no signs of stopping. The town's population increased 277% from 2000 to 2020, while future projections suggest that the town could double in size in the next 30 years. Given this immense influx of residents and development, Clayton has adopted a smart growth strategy that embraces a posture that welcomes the inevitable growth, proactively planning for it in advance so as to seize upon opportunities and subvert negative impacts. Guided by the 2045 Comprehensive Growth Plan, the vision for of Clayton "includes a thriving town where growth contributes to the quality of life enjoyed by long-time residents and newcomers alike; easy access but with an atmosphere that feels smaller than it is; a system of parks and greenways that connect people and places; neighborhoods with a variety of quality living options; a town that offers opportunities for people to live, create, shop and eat; a bustling and historic downtown, and businesses that are successful, growing, and investing in the community."



ThinkCLAYTON.
2045 Comprehensive Growth Plan

GATEWAY 42 FURTHERS COUNTLESS TOWN GOALS

The Gateway 42 plan aligns with and reinforces numerous critical objectives outlined in Clayton's 2045 Comprehensive Growth Plan. By strategically integrating its proposed initiatives, the Gateway 42 plan contributes significantly to the realization of key goals that have been established to guide our community's growth and progress.

The Gateway 42 vision serves as a robust extension of our community's long-term aspirations and aspirations, realizing the opportunity to:

- Preserve Clayton's character while allowing for growth and development in appropriate areas.
- Provide a sense of place and enhance aesthetics along major corridors and in new developments.
- Support system user safety and prioritize bike and pedestrian activity.
- Encourage a range of housing types and lot sizes that will meet the needs of various income levels, family sizes, and ages.
- Support the development of Clayton as a regional destination for recreation and trail-based tourism.
- Develop the Neuse River corridor as a greenway and blueway with multiple access points for hiking, biking and paddling.
- Provide all Clayton residents convenient access to a park within a 10-minute walk of their residence.
- Continue promoting Clayton for new businesses and residents regionally and beyond.
- Expand arts and culture offerings.

THE COMMUNITY ENGAGEMENT PROCESS

In order to gain the most accurate understanding of what the members of this community need, the Gateway 42 process hosted a robust community engagement effort from September 2022 through June 2023. Several in-person community outreach efforts were organized along with a digital

campaign that centered around the Gateway 42 project website. Community input was collected in parallel with the four phases of the project work, such that residents were involved with the full development of the plan.



COMMUNITY ENGAGEMENT



PROJECT WEBSITE

We hosted the Gateway 42 project website and welcomed feedback via an open-ended survey and input forms for more than ten months. We saw an overwhelming amount of engagement through this forum.



HARVEST FEST

With roots dating back to 1951, the Clayton Chamber of Commerce's Harvest Festival is a beloved civic event. We set up a listening station on Main Street and chatted with residents about their goals for Gateway 42.



LISTENING WORKSHOP

We hosted a community listening session in February of 2023. We focused advertising on the Gateway 42 communities to gain an understanding of the area before we made any plans.



DESIGN WORKSHOP

We hosted a Design Workshop in May of 2023. We worked with local residents to shape their initial feedback into Gateway 42 objectives, include defining the character of the area and solutions that would be welcome additions.

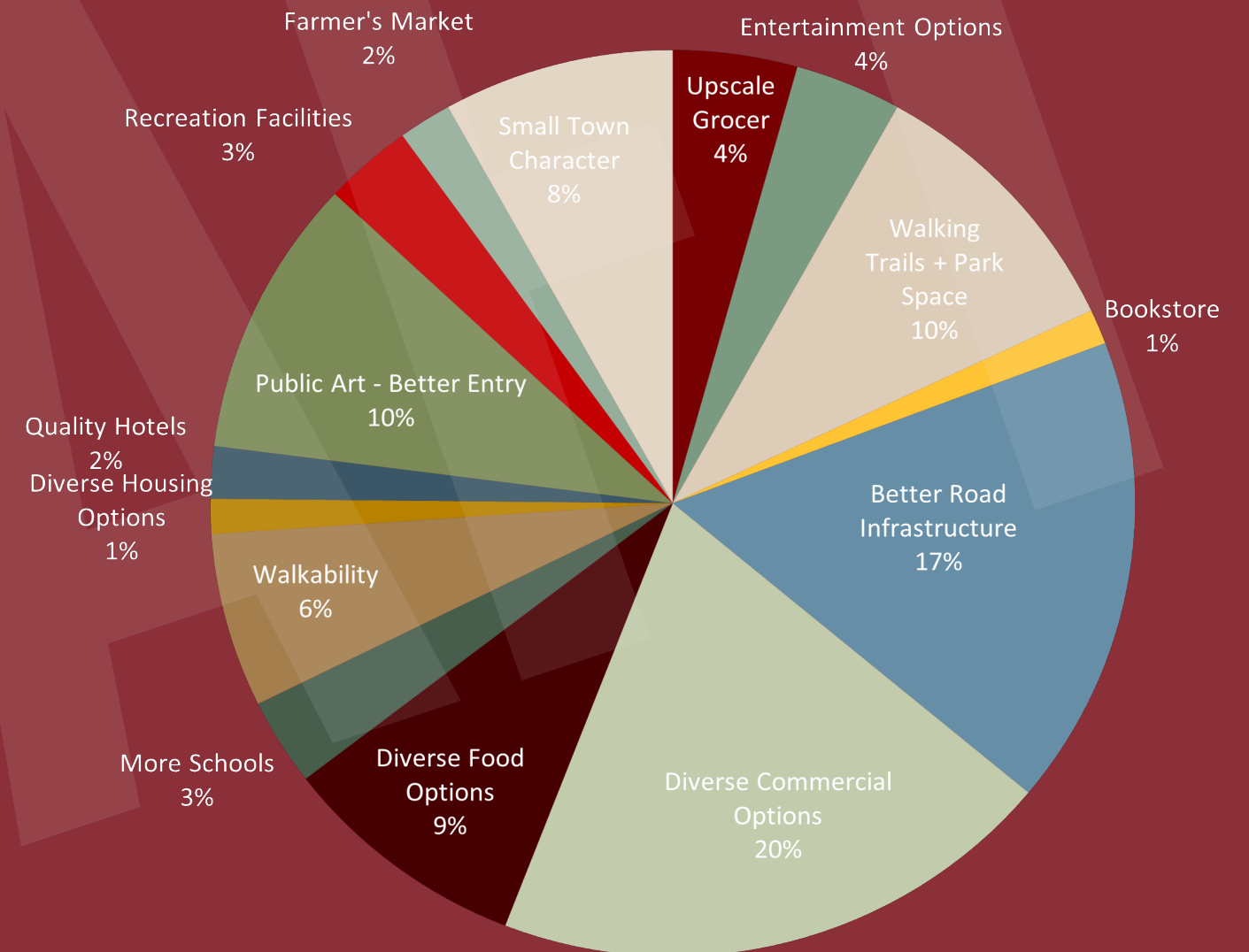


MASTER PLAN WORKSHOP

We hosted a Master Plan Workshop in June of 2023, where we brought preliminary master plan concepts to the community for review and sought feedback as we began moving towards completing a plan for Gateway 42.

INTERACTIVE TOOLS FOR INVALUABLE FEEDBACK

At the beginning of the Gateway 42 project, a website was created to get initial feedback from the community to ensure that our needs were accounted for. From this outreach effort we were able to reach 4,131 unique visitors and acquire 1,244 survey response answers, while the project website received 7,161 page views. We were also able to identify a number of recurring themes that served to highlight important needs for the community. This information would become the foundation of the design solutions that populate the final plan. The following chart shows one of my data sets that we reviewed. At the highest level, it showcases those amenities and improvements that community members wanted to see provided within the Gateway 42 area.



RECURRING THEMES

Across all input forums, ten key themes rose the surface as most favored:

- Transform 42 from a busy a thoroughfare into a community road
- Shape a slower pace of life

- Foster walkable communities
- Add dining and food options (grocery, breakfast, restaurants)
- Bring services such as doctors, pharmacies, and the post office closer to where residents lives

- Showcase existing small-scale farming and agriculture practices
- Protect our robust natural amenities and features
- Enhance access and proximity to nature

- Express the rich history of Clayton
- Cultivate a close-knit community and town-wide events

We grouped these themes into four critical project imperatives:

.... **01** Improve Mobility Corridors

Enhancing infrastructure to increase access and connection for all.

.... **02** Cultivate Complete Communities

Supporting small-scale, walkable neighborhoods that meet daily needs for all.

.... **03** Provide Green Space Amenities

Establishing recreational opens spaces that connect us to the natural landscape.

.... **04** Foster Small Town Charm

Celebrating the unique elements of Clayton's culture and small-town character.

AN IMPERATIVE FOR SMALL TOWN CHARM

Amidst our extensive community engagement campaign, a resounding consensus emerged around one topic that went above and beyond all other imperatives: Gateway 42 residents are longing for the experience of “small town charm.” This sentiment emanates from many people who said that they had been attracted to the area and moved here because of the town’s character, yet they are now deeply concerned that some of this experience is being lost in wake of rapid growth.

While the notion of “small town charm” may often be elusive and difficult to express, its significance resonates deeply with the collective consciousness. Residents perceive its gradual erosion and fervently called for its preservation, loudly advocating for plans that foster idyllic streets and quaint corners.

The Gateway 42 plan stands as a response to this compelling feedback, harnessing an array of tools at its disposal to curate and safeguard the

essence of these beloved spaces with a commitment to restore, nurture, and evolve the essence of small town charm. Through land use regulations, preservation of historic character, and the creation of vibrant communal spaces, the Gateway 42 plan weaves together concepts that can support the timeless allure of small town living while still embracing the evolution necessitated by growth.

02

GATEWAY 42, CLAYTON NC

GATEWAY 42 LOGIC

THOUGHTFULLY EMPLOYING LAND USE

At its core, the Gateway 42 plan functions as a comprehensive land use strategy, employing the Town of Clayton's system of land use regulations to steer the trajectory of the Gateway 42 region towards a future that resonates with the collective aspirations of the community. This blueprint does not compel any action on the ground today; instead, it offers a framework that guides future decisions in accordance with the community's vision for the area.

Portions of the Gateway 42 area were considered and planned for under the purview of the Town of Clayton's previous comprehensive plan. However, with the escalating populace, as documented by the 2020 census, the Town of Clayton surpassed a threshold that allowed for the expansion of the Town's extraterritorial jurisdiction. This redefined the scope of influence demanded a fresh course of action, especially amid the intense pressures on the area,

including the new interstate designation as well as the associated interchange upgrades.

Previous planning efforts were built upon the traditions of late 20th century suburban land use patterns that employed a notable separation of uses. Amid our community engagement, the recurring requests for small town charm alluded to different kinds of land use patterns more akin to America's traditional town planning.

The Gateway 42 plan then employs a deliberate and judicious approach to land use regulation, strategically harnessed to guide the trajectory for the area and its communities. By thoughtfully integrating land use regulations, the plan steers the course of development, fostering harmonious interplay between development, infrastructure, character, and the evolving needs of the population.

GATEWAY 42 ADOPTS AN ETJ EXPANSION

Extra-Territorial Jurisdiction [ETJ] is a municipality's legal right to exercise governance authority beyond its stated boundaries. ETJ authority permits cities and towns to expand regulatory tools, such as land use and zoning, outside the city limits. The goal of ETJ regulations is to combat a notable municipal challenge: the intent of many laws and regulations is lost if vastly different conditions exist just beyond the municipal boundary. In the case of land use and zoning, these tools are intended to guide the character of a place. As a town grows outward, managed areas start to approach unmanaged areas across the municipal boundaries, thus compromising the ability of the municipality to limit non-conforming and/or nuisance uses. A municipality therefore has vested interest in expanding its purview.

North Carolina recognized the need for ETJ authority in 1959 and granted authority to its municipalities accordingly. In our state, ETJ area is determined by population and is triggered by state population thresholds. As part of the

2020 Census, Clayton's population surpassed 25,000, which enabled Clayton's ETJ to extend up to 3 miles from the city limits, an additional mile beyond the previous 2-mile zone.

One facet of this plan is addressing portions of the Gateway 42 area that are newly under Clayton's ETJ purview, meaning that these areas were not addressed in previous comprehensive plans. This extension does not equate to annexation or other more significant actions that would require residents to pay taxes or utilize Town utilizes. In fact, it will change very little for the lives of most residents, especially those in legacy neighborhoods. The primary changes will be for those looking to develop or redevelop property into new or different uses, and in some cases, the plan permits more flexibility than previous regulations.

SMALL TOWN LAND USE PATTERNS

The suburban land use patterns that currently dominate the Gateway 42 area were typical of late 20th century planning, but they are characterized by a stark and rigid separation of land uses, a configuration that stands in stark contrast to the ethos of small town charm. These patterns compartmentalize residential, commercial, and recreational zones, inadvertently diluting the sense of community and creating a disconnect between daily life and civic activity. Conversely, the Gateway 42 plan harnesses the spirit of traditional town planning, reminiscent of an era when more integrated arrangements flourished. By embracing this approach, the plan encourages communities that offer convenience, harmony, and intimacy. Drawing inspiration from a bygone era, these new patterns embody small town charm, offering a landscape where one can seamlessly access their necessities within a human-scale, cohesive setting that is rich in character while fostering genuine connections.



03

GATEWAY 42, CLAYTON NC

SMALL AREA LAND USE PLAN

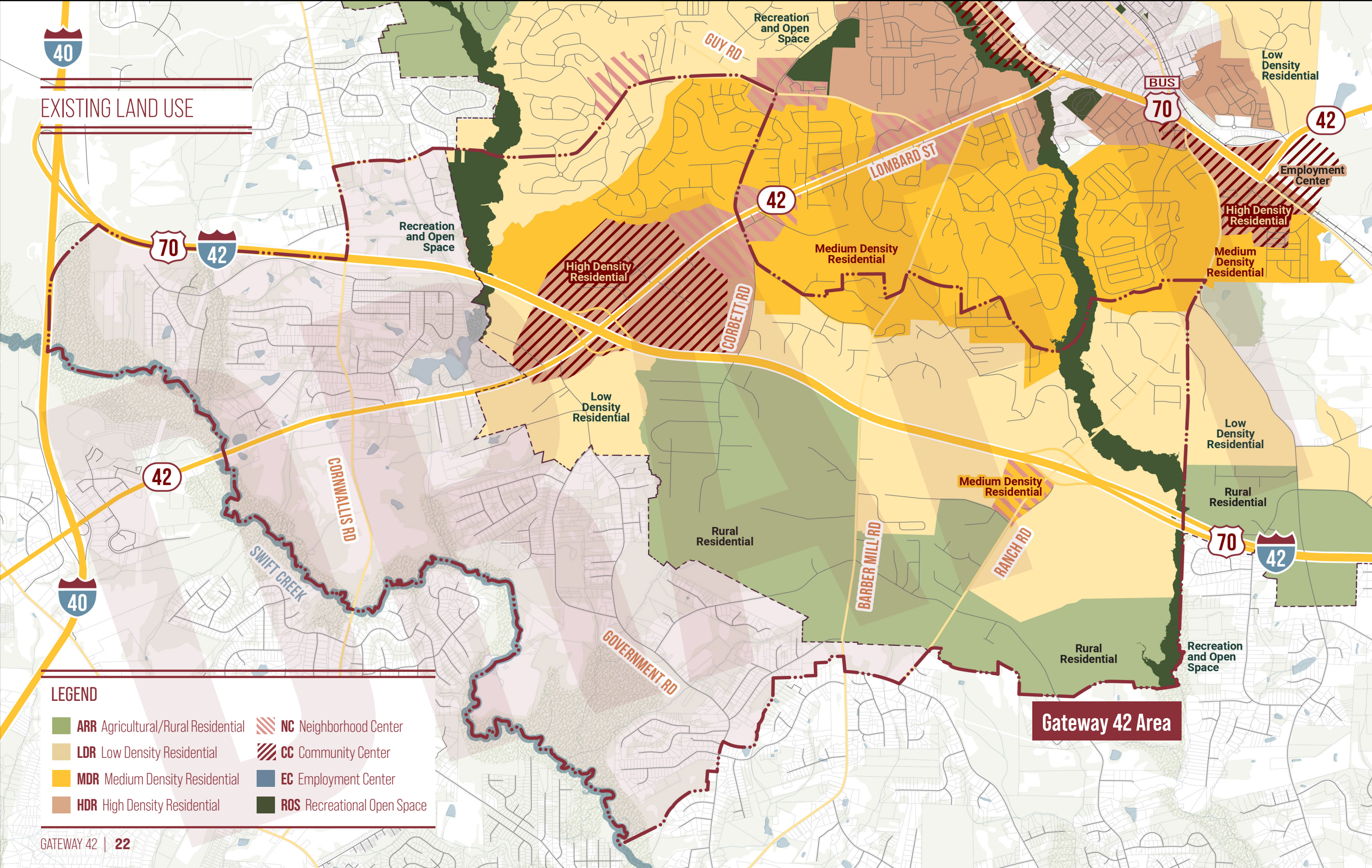
GATEWAY 42 | 20

REFINING LAND USE INSTRUMENTS

Clayton's existing land use designations have played a noteworthy role in safeguarding the distinct character of the town. These designations encompass a modest range of residential classifications that some offer diversity in housing types as well as the incorporation of multi-use designations that serve to support community, neighborhood, and employment centers. However, despite the utility of these designations, the Gateway 42 planning effort recognize that there was not an existing designation that supported the functions and character typical of small town charm outside of Downtown Clayton and its proximities.

In response to the collective sentiment expressed by the community, the Gateway 42 plan introduces a new land use category known as "Complete Communities." It supports the creation of small-scale activity nodes that include residential, commercial, and communal spaces that coalesce into an

integrated whole, akin to traditional town planning models, albeit at more neighborhood scale. The Complete Communities designation aims to cultivate an environment where many of residents' needs and desires are met within a self-contained setting. This innovative approach represents a significant stride towards aligning land use designations with the community's yearning for a distinctive and cohesive living experience that exhibits small town charm.



CURRENT LAND USE TYPES

Clayton's existing land use plan contains the following residential designations:

ARR

Agricultural/Rural Residential [ARR]



The predominate existing land uses include low-density residential uses, as well as large tracts of agricultural land. The rural character in these areas can be retained by encouraging only low-intensity uses and context-sensitive rural design. Single family residential at gross densities up to two units per acre are appropriate. Most of these areas rely on septic systems for wastewater treatment, have a limited road network, with some areas within the water supply watershed. These areas are primarily located outside of existing sewer service areas and may or may not have sewer service in the future. Large lots are required if new development is not connected to sewer. Conservation subdivisions, which are subdivisions with smaller lots and more open space, are encouraged if new development is connected to sewer.

- **The Gross Residential Density*:** ≤2 units/acre
- **Unit Type:** Single family detached homes
- **Open Space:** Larger lots if on septic systems, minimum of 30+% open space** if lots are under 20,000 square feet and development is connected to town sewer. Open space should primarily be passive and consist of sensitive natural features such as floodplain, wetlands, riparian areas, steep slopes, mature forests, habitat areas, and viewsheds.

LDR

Low Density Residential [LDR]



Areas designated as Low-Density Residential are intended to remain predominantly suburban in character and provide for low-density, single-family residential development on smaller lots than those in Rural Residential areas. However, a mix of residential housing types may occur under a conditional zoning district to support conservation of open space, as long as a gross density of 3 units per acre is not exceeded.

- **Gross Residential Density*:** ≤3 units/acre
- **Unit Type:** Mostly single family detached homes, generally less than 25% attached units
- **Open Space:** Minimum of 25%** . Open space should be a mix of preserved natural features with passive recreation such as greenways and trails and more formal or developed open space such as common greens, playgrounds or sports fields.

MDR

Medium Density Residential [MDR]



The Medium Density Residential area is comprised predominantly of neighborhoods with housing units that are more urban in character and in closer proximity to commercial services and centers. This area provides a transition from the more suburban areas of the Town to more developed areas. The density of development in this area will vary based on the presence of utilities, topography and environmental features. This designation is applied to land which is developed, or is to be developed, at a density that is generally between three and five units per acre.

- **The Gross Residential Density*:** 3-5 units/acre
- **Unit Type:** Single family detached homes, generally less than 50% attached units
- **Open Space:** Minimum of 20%** . Open space should be a mix of preserved natural features with passive recreation such as greenways and trails and more formal or developed open space such as common greens, plazas, playgrounds or sports fields.

HDR

High Density Residential [HDR]



The High Density Residential area provides for housing near major transportation corridors, existing commercial areas, and Downtown. These areas have a connected street network, adequate pedestrian and bicycle facilities, and are served by public water and sewer. High Density Residential includes all housing types while providing higher-density development than the other residential categories. In some places, HDR serves as a transition between commercial uses and lower-density residential uses. In other instances, it accompanies neighborhood commercial uses such as a grocery store or services in established or growing areas of Town.

- **Gross Residential Density*:** ≤10 units/acre, with higher densities allowed as part of planned developments that are walkable to commercial areas.
- **Unit Type:** Single family detached homes, townhomes and apartments.
- **Open Space:** Minimum of 10%** . Open space should be a mix of preserved natural features with passive recreation facilities, buffers to existing development and more formal or developed open space such as common greens, plazas, and/or playgrounds.

CURRENT LAND USE TYPES

Clayton's existing land use plan contains the following multi-use designations:

NC

Neighborhood Center (NC)



A Neighborhood Center is generally located near concentrations of existing or planned residences, and areas with access to major thoroughfares and utilities. These areas incorporate neighborhood-serving commercial uses including grocery stores, retail establishments, restaurants and services. A limited amount of office, civic and institutional uses are also appropriate. Higher-density residential including small-lot, single-family, townhouses and apartments should be located in close proximity to shopping and service destinations to provide more walking opportunities to internal and external pedestrian facilities and destinations. The scale of the Neighborhood Center varies depending on the market demand, competition, and context, however typical Neighborhood Centers have a service area of one to two miles and less than 70,000 square feet of non-residential.

- **The Gross Residential Density*:** ≤10 units/acre
- **Unit Type:** : High density single family detached homes, townhomes, apartments, mixed use buildings with live/work units. Single family detached homes.
- **Open Space:** : Typically 5-10% including tree save, plazas and amenities.

EC

Employment Center (EC)



Clayton's Employment Center Areas are designated on the Future Land Use Map to provide locations for primary employment and economic development opportunities. The Employment Centers are located along a major transportation corridor, and have adequate levels of infrastructure along with access to rail and parcels large enough to accommodate future employment growth. Uses encouraged in Employment Centers include but are not limited to, industrial, warehouse, office, research and development, tech-flex, hospital, renewable energy, recycling, fabrication, assembly, and technology. Employment Center land uses may also include a limited amount of supporting commercial uses, such as restaurants and convenience retailers to serve employees. However, these uses should only be situated where not in conflict with existing employment land uses and should not be built in such a way as to jeopardize the use of those lands most suitable for office or industrial development.

CC

Community Center (CC)



Compared to the Neighborhood Center category, a Community Center typically serves a larger population and includes a typical trade area of three-to-six miles, and is located adjacent to major thoroughfares or situated at a major intersection. A Community Center includes at least one major anchor such as a grocery store or retailer and incorporates community-serving commercial uses and opportunities for office, civic, and institutional uses. Multi-family housing opportunities may be integrated as part of a mix of uses. As with Neighborhood Centers, apartments and townhouses should be located in close proximity to shopping and services. All portions of the development should be accessible by both a convenient road network and a system of sidewalks or greenways.

- **Gross Residential Density*:** ≤12 units/acre
- **Unit Type:** High density single family detached homes, townhomes, apartments, mixed use buildings with live/work units. Mostly single family detached homes, generally less than 25% attached units
- **Open Space:** Typically 5-10% including tree save, plazas and amenities.

ROS

Recreational Open Space (ROS)



The Recreation and Open Space designation applies to parks, public recreational areas, conservation areas and floodplains. Uses include active and passive recreation (including trails and greenways), wildlife management, environmental restoration/mitigation/preservation, and educational uses. Structures that support or are associated with the intended uses shall be permitted. The primary use of land shown under this designation should be recreation, open space, or conservation.

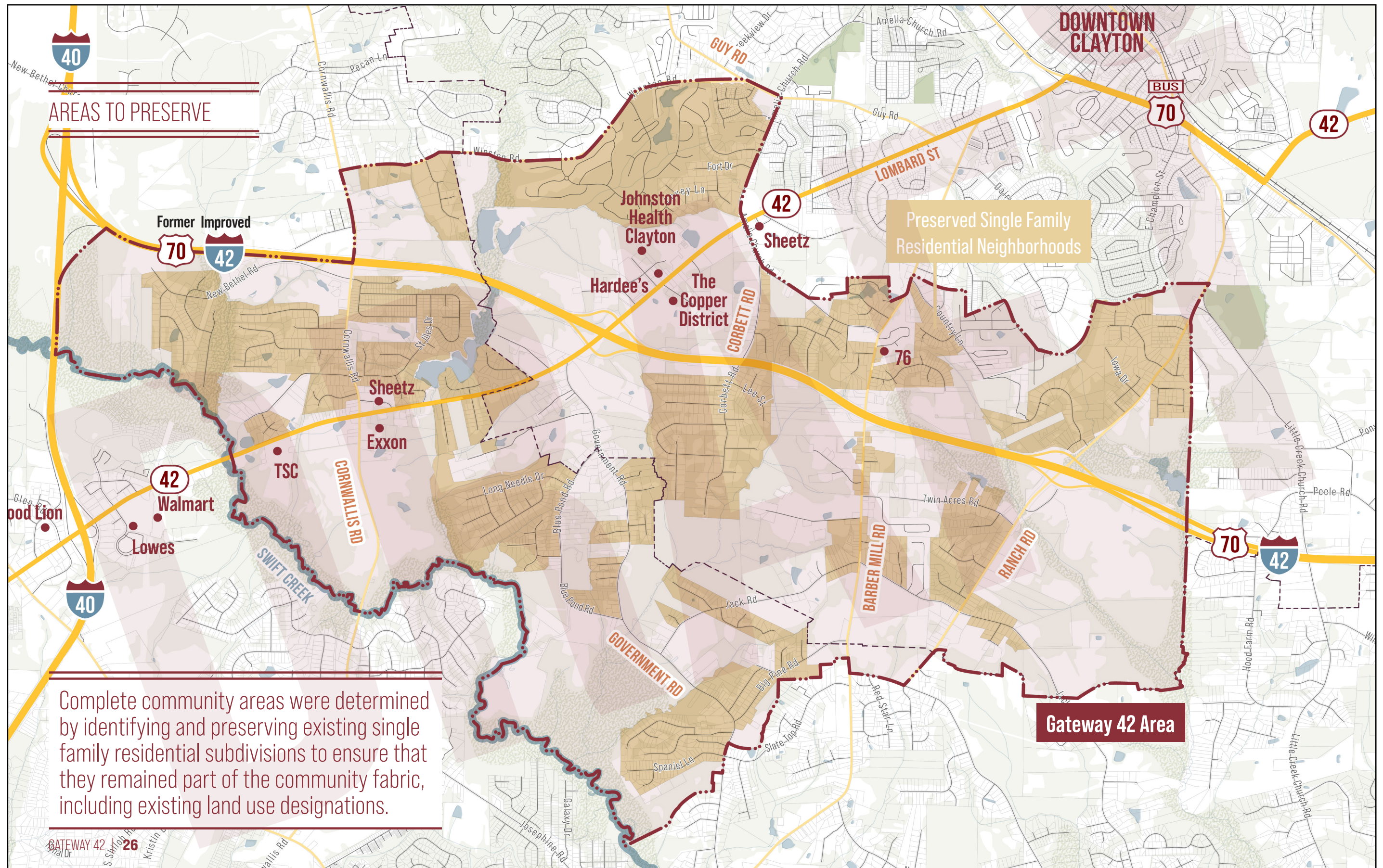
DEFINING COMPLETE COMMUNITIES

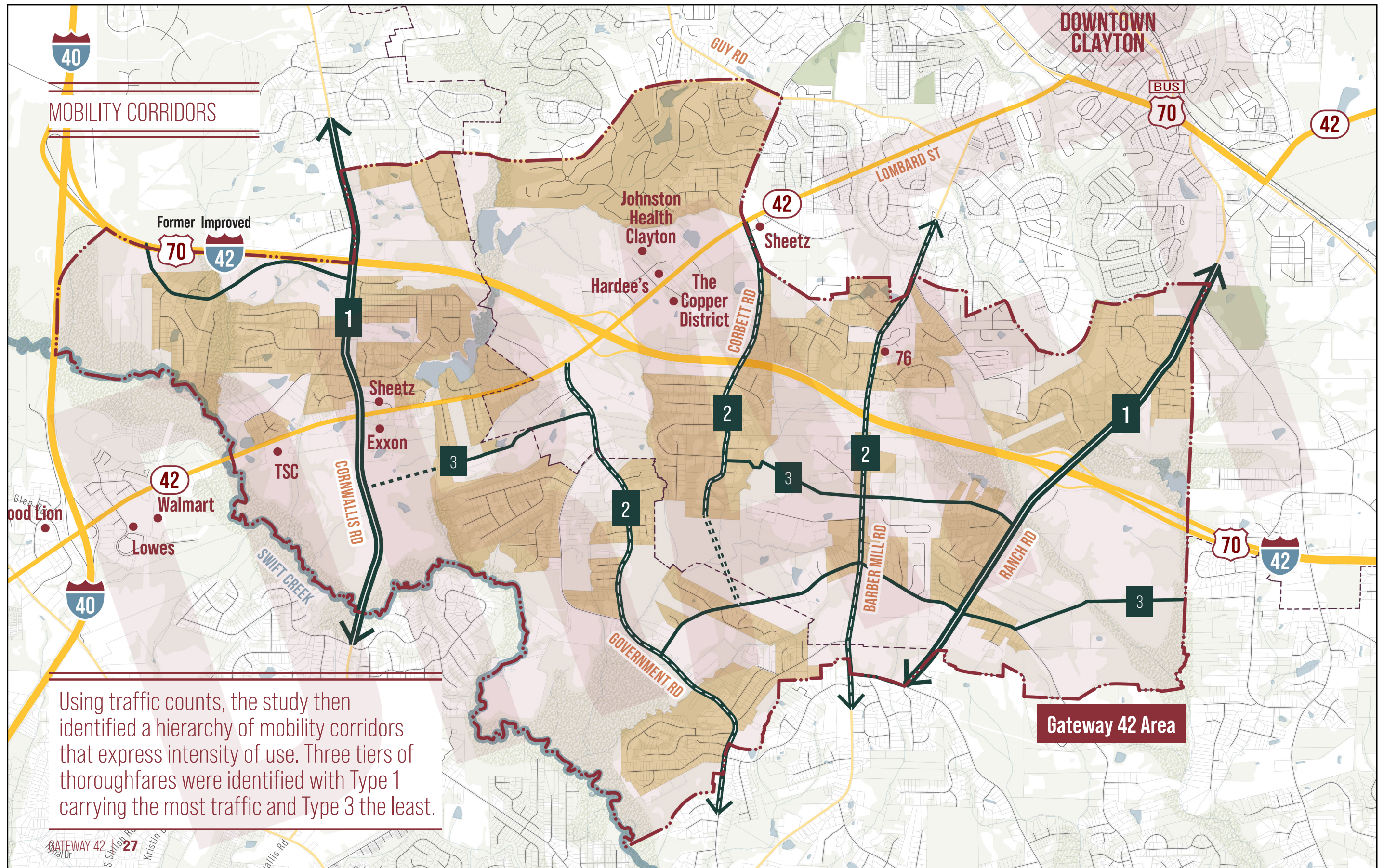
Upon recognizing that the community was seeking small-scale commercial clusters integrated within human-scale neighborhoods and that format was not feasible under existing land use designations, the Complete Communities designation was created. This category promotes future neighborhoods that can accommodate a number of daily activities, including civic and retail amenities, such as post offices, barbershops, parks, small medical clinics, and the like, all of which were notable requests of Gateway 42 residents.

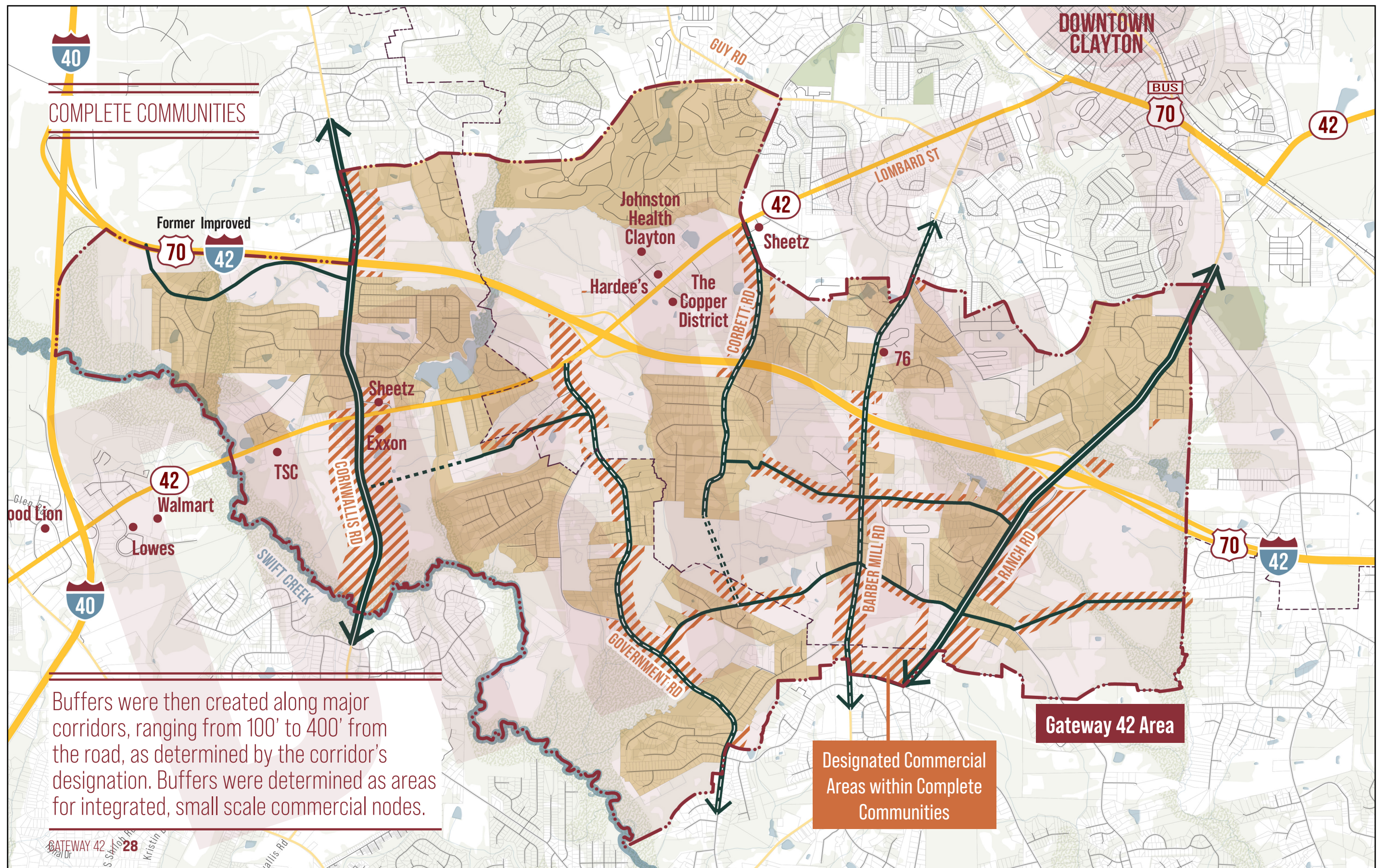
The Complete Community areas were determined by an incremental process that started with the preservation of existing single family residential subdivisions and a subsequent study of malleable areas along the region's high trafficked corridors that could accommodate small-scale commercial. The designation includes provisions that seek to ensure that the development of complete communities incrementally add up to integrated nodes over time.



Precedent imagery of places that inspired Complete Communities





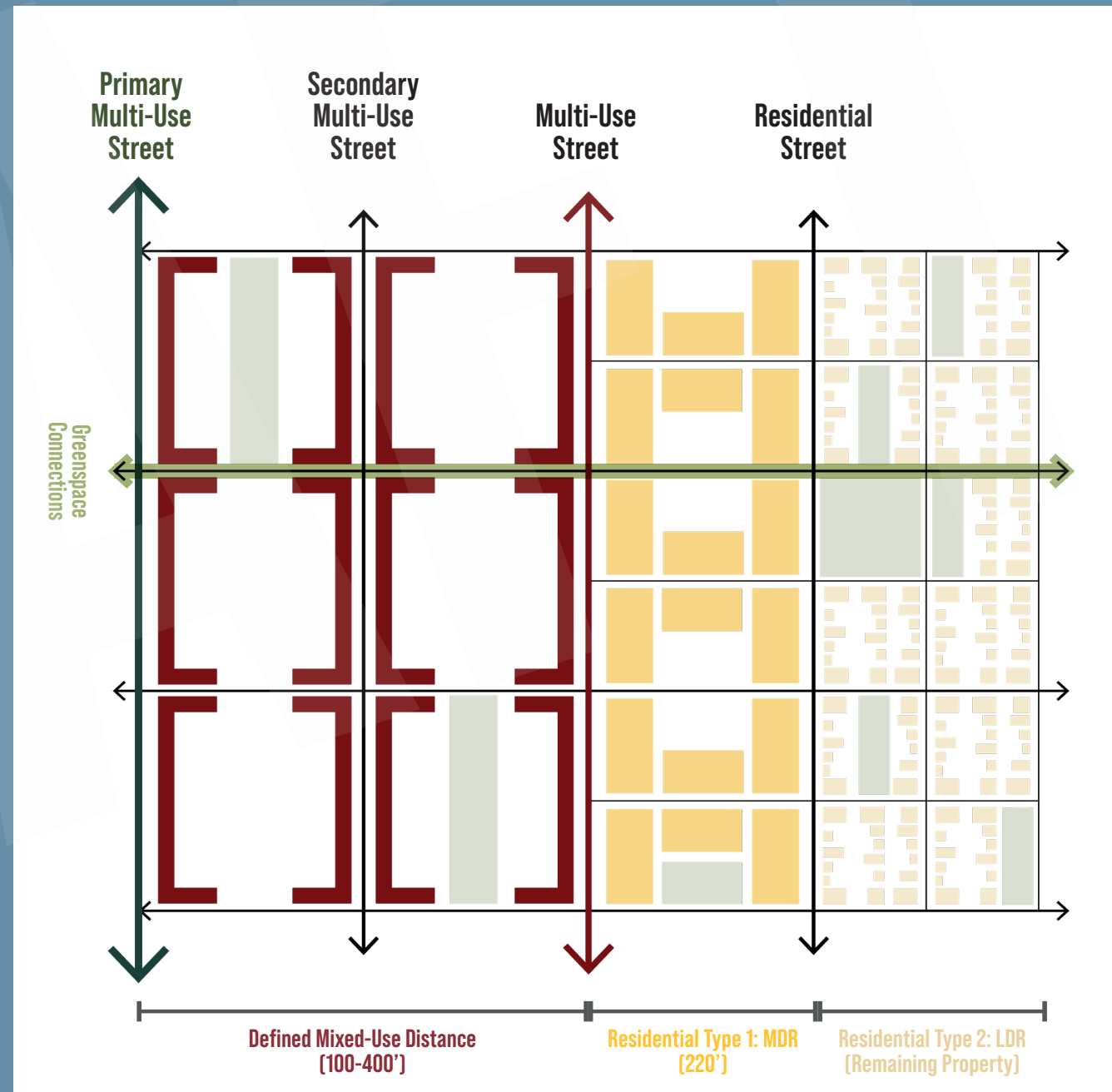


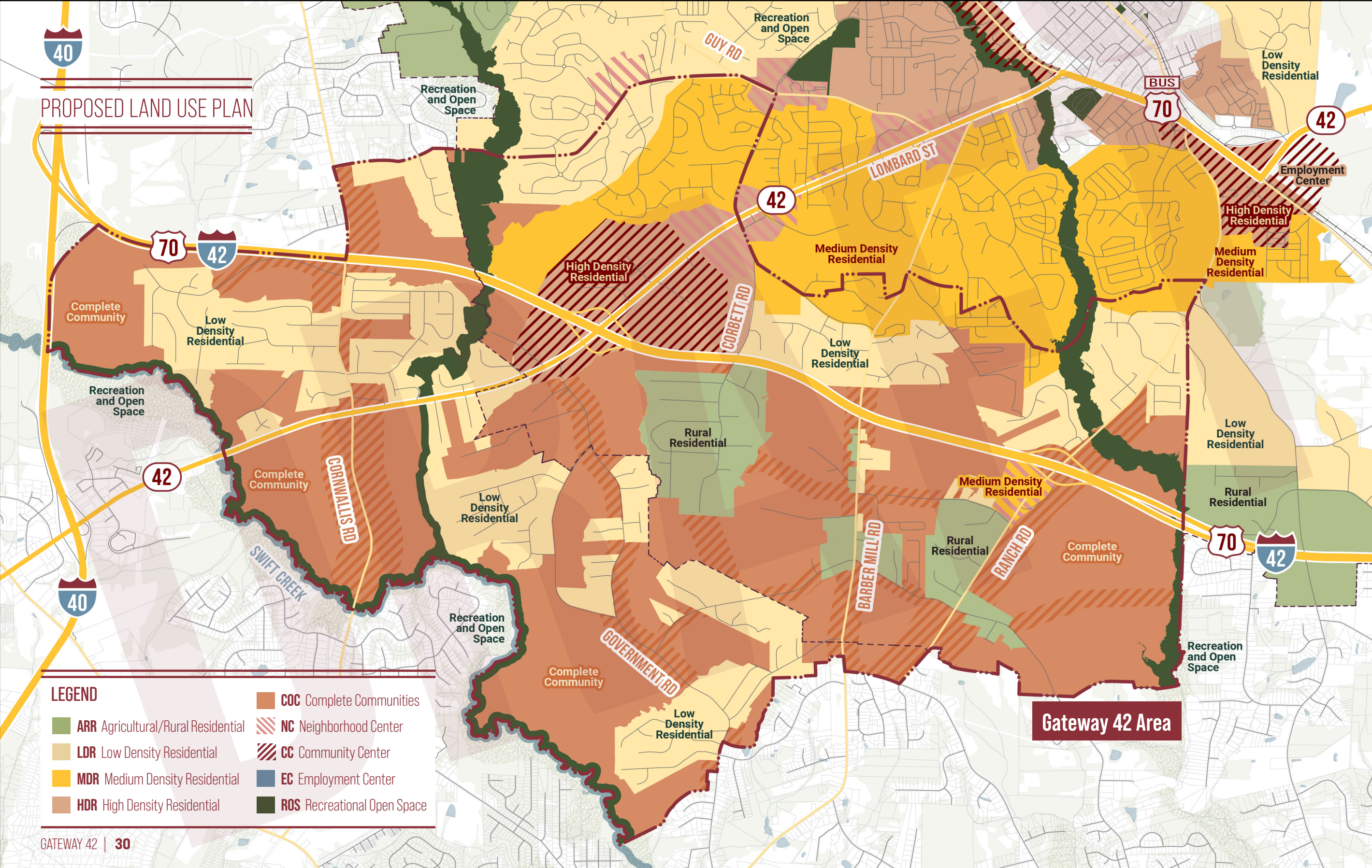
ENABLING SMALL SCALE COMMERCIAL

This new land use category provides a regulated format to introduce integrated uses at a small scale. Commercial amenities are permitted within 100'-400' of existing corridors to encourage foster adjacent activity nodes. Beyond that, residential densities decline away from the corridor. Connected street grids are recommended over closed or dendritic networks. Greenspace connections are encouraged across properties lines.

Complete Communities provide amenities close to existing neighborhoods, while reducing overall vehicle reliance and providing options for walkability.

Additional recommendations have been made within the document's appendix to establish zoning language where necessary.





04

GATEWAY 42, CLAYTON NC

PLAN RECOMMENDATIONS

GATEWAY 42 | 31

RECOMMENDATIONS FOR SUCCESSFUL IMPLEMENTATION

While the core focus of the Gateway 42 plan centers around land use planning, its scope extends beyond this domain. The plan supports a series of key recommendations that suggest priorities for the Town of Clayton's decision-making processes. These recommendations span various aspects such as mobility, open space, and wayfinding, and likely entail collaborative efforts with additional stakeholders including Johnston County and the North Carolina Department of Transportation (NCDOT). This concerted approach ensures that the Gateway 42 plan casts a broader net of impact, fostering synergy among different sectors and enhancing the cohesiveness of the future development.

Recommendations exist across four categories:

01 Branding & Wayfinding

Shaping a iconic and memorable front door and signposts for Gateway 42.

02 Streetscape Improvements

Enhancing corridors to create more safe, pleasant, and accessible mobility.

03 Open Space Amenities

Establishing robust parks and recreational landscapes for active and passive use.

04 Multi-Use Trail Systems

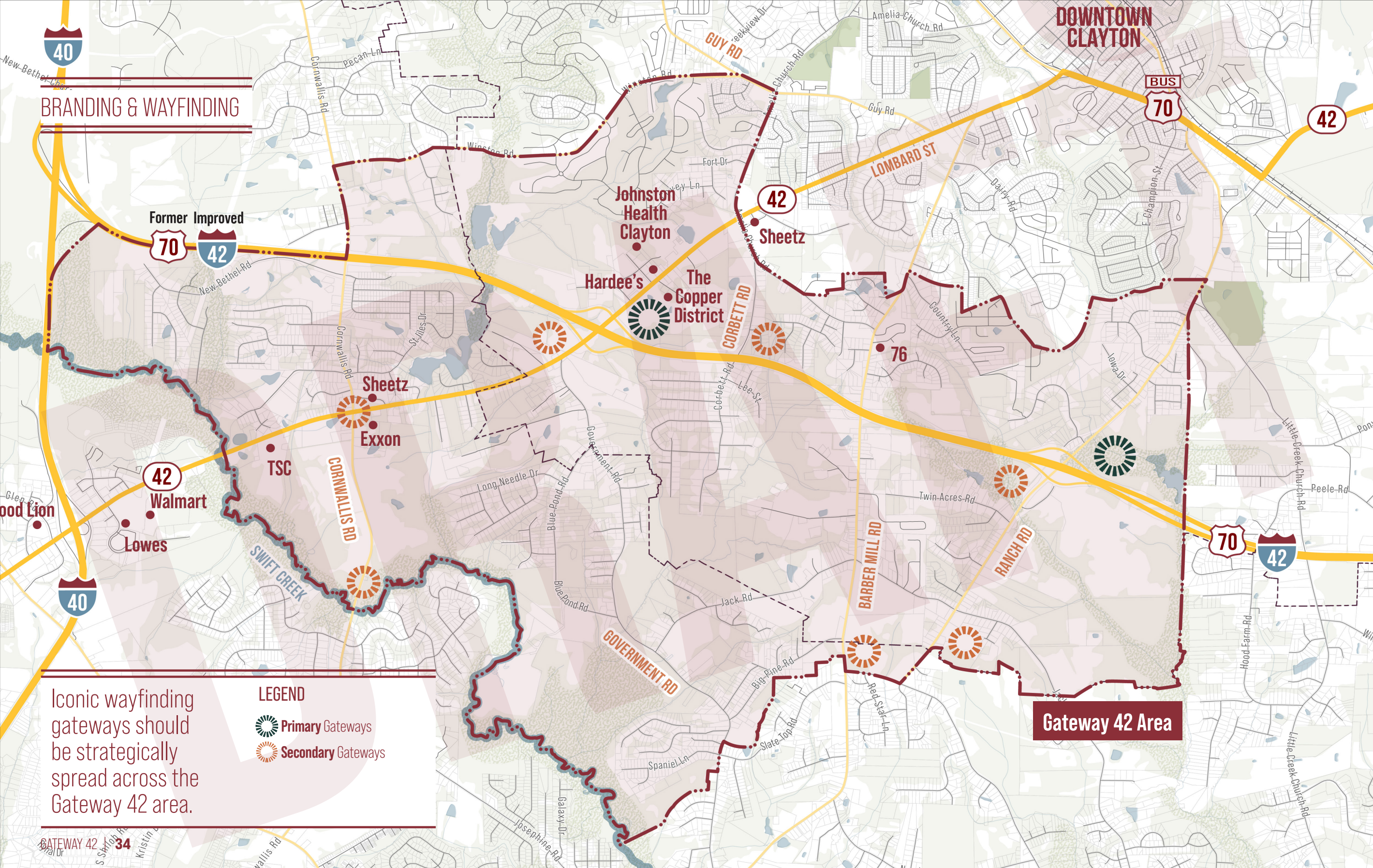
Connecting the Gateway 42 area to Clayton and the greater region with a trail network.

RECOMMENDED BRANDING & WAYFINDING STRATEGIES

As the Gateway 42 landscape creates a new front door for Clayton, branding and wayfinding strategies offer a powerful means to create a first impression. Branded gateways along these highly visible corridors can play a vital role in conveying the distinct character, rich culture, and core values of the community. Wayfinding is also an effective way to educate visitors on different amenities and information about the community. As part of a larger wayfinding strategy, these gateways can become a form of public art, incorporating locally inspired designs and elements, thereby offering both practical navigation and an artistic representation of Clayton's identity, history, ethos. If thoughtfully designed and deployed, a branded wayfinding strategy can offer an immersive experience for both residents and visitors, creating a lasting impression and fostering a sense of pride among residents.



Precedent imagery of wayfinding elements preferred by community members.



RECOMMENDED STREETScape IMPROVEMENTS

The revitalization of Gateway 42 demands essential streetscape enhancements to strategically reconfigure its corridors into pedestrian-friendly pathways. While the region's primary corridors serve as vital connectors, many also fall under the jurisdiction of NCDOT, imposing limitations on the extent of streetscape modifications. It is recommended that Clayton collaborate with NCDOT in the pursuit of innovative solutions that prioritize safety, accessibility, and aesthetic appeal for uses beyond automobiles, which are essential to creating small town charm. It is recommended that these corridors have some modifications that include:

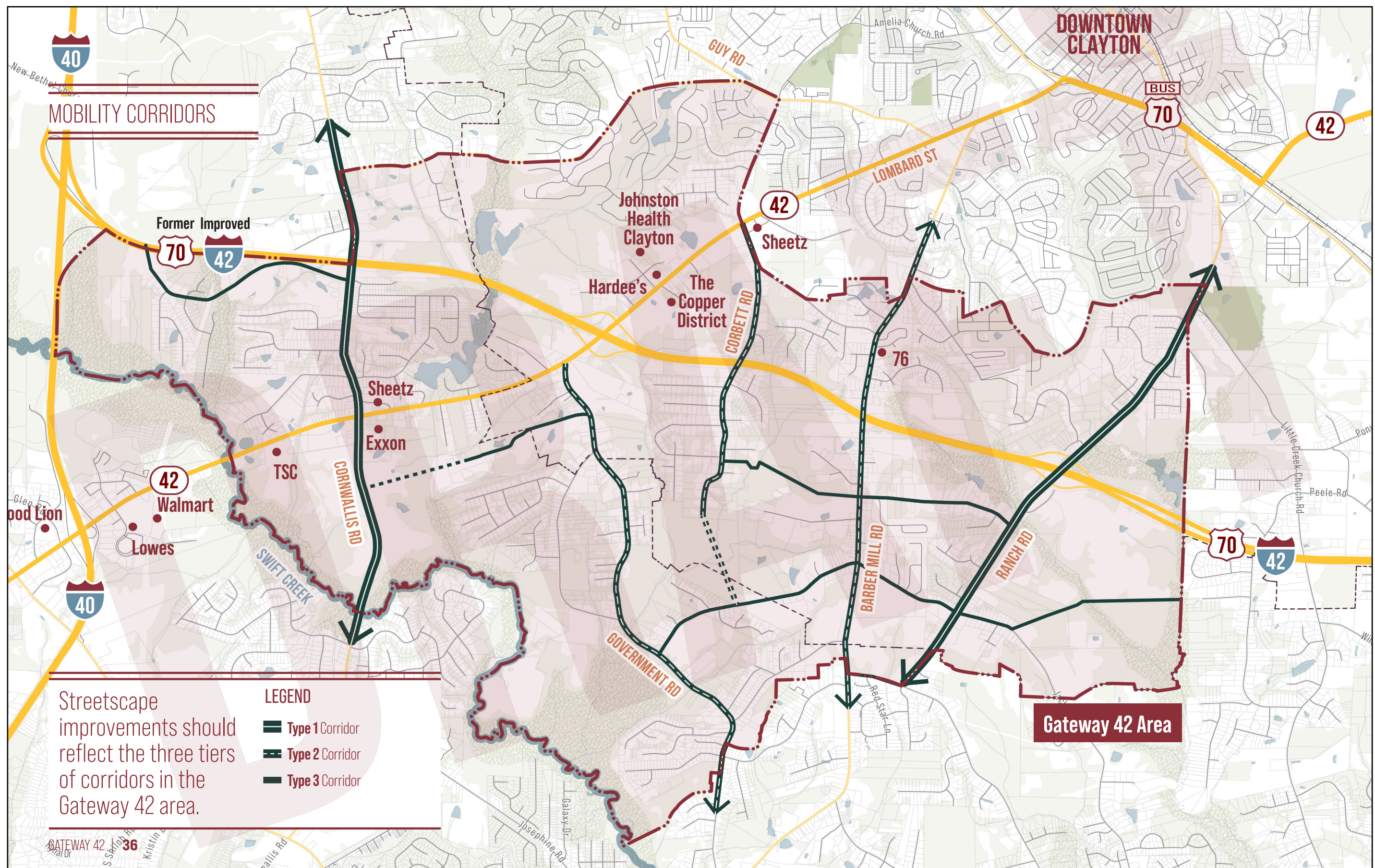
- The addition of sidewalks
- The addition of plantings or street trees along these corridors
- The addition of street-adjacent multi-use trails



Enhanced Town Corridors



Enhanced Local Corridors

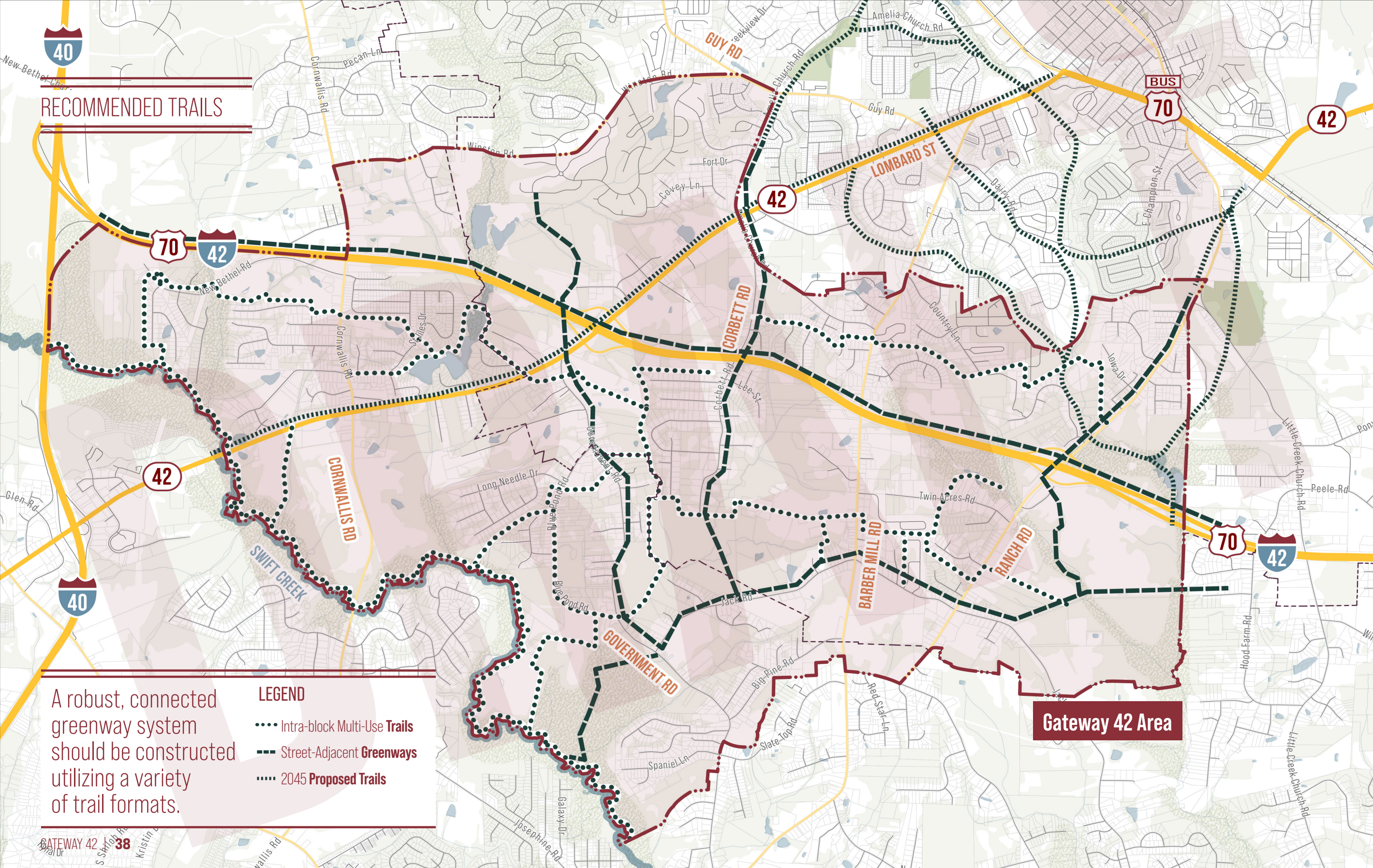


RECOMMENDED MULTI-USE TRAIL SYSTEMS

A multi-use trail network provides a secure and enjoyable alternative for pedestrians and cyclists amidst Clayton's current vehicular-dominant landscape. The same suburban land use patterns that segregate various functions also necessitate extensive car dependency for day-to-day mobility. However, the establishment of well-designed trails offers a transformative shift, enabling residents to conveniently traverse the town without the constant reliance on cars. This initiative not only promotes active and healthy lifestyles but also reduces congestion, emissions, and traffic-related stress. The Gateway 42 plans recommends not only the deployment of street-adjacent greenways, but also the creation of intra-block multi-use trails that chart routes independent of vehicular streets. By fostering a cohesive network of trails, Clayton cultivates a more sustainable, interconnected, and livable community, ultimately enhancing the quality of life for all residents.



Precedent imagery selected by community members to express preferred trail character.



RECOMMENDED OPEN SPACES

Parks, common greens and preserved natural areas can help provide gathering areas for residential and commercial developments. Open space regulations should follow design guidelines from the Clayton Code of Ordinances. With the addition of the Complete Communities land use type, it is recommended that 15-20% of overall land area be used for open space in new development. A park should be located along Swift Creek to allow access to water and anchor a regional trail system. In addition, there are suggested park study areas where other open space typologies can be integrated into larger parcels. These additional open space typologies should include:

- Parks at a variety of scales including pocket parks, neighborhood parks, and regional parks
- Hardscape plazas and squares that support flexible use
- Sports and recreation facilities, including fields and courts
- Playgrounds, playscapes, and splash pads



Precedent imagery of open space amenities preferred by community members.

OPEN SPACE AMENITIES

Future open spaces should employ organic elements that celebrate Clayton's landscapes and ecosystems, employing materials and motifs found in nature. Both active and passive recreation facilities should engage the environment.



Precedent imagery of open space amenities preferred by community members.

05

GATEWAY 42, CLAYTON NC

IMPLEMENTATION TASKS

GATEWAY 42 | 42

A FRAMEWORK FOR TAKING ACTION

Included within the framework of the Gateway 42 plan are a series of actionable recommendations strategically delineated across short, mid, and long-term timelines. These recommendations serve as a roadmap for the Town of Clayton to proactively advance those goals articulated within the plan's overarching vision. By structuring these recommendations into broader phases and discrete investments, the plan facilitates a systematic approach that ensures both immediate and enduring efforts are encouraged to propel the community towards a fully realized Gateway 42.

PRIORITY ACTIONS

- 1. Implement the suggested expansion of the existing ETJ.
- 2. Commission a branding and wayfinding campaign to define appropriate entry gateways.
- 3. Explore potential incentive packages that might encourage intra-block multi-use trails.
- 4. Promote the Copper District’s concept of a connected greenspace network.
- 5. Study the properties along Swift Creek to understand the feasibility of a park.
- 6. Negotiate and purchase property along Swift Creek and south of Austin Pond.
- 7. Begin an assessment of open space needs for the Gateway 42 communities.
- 8. Explore incentive packages that might spur the development of Complete Communities.
- 9. Workshop Complete Communities with developers to understand feasibility and limitations.
- 10. Integrate Gateway 42 corridors into the Johnston County Comprehensive Transportation Plan.
- 11. Align Complete Communities land use designation with zoning oversight.

PRIORITY INVESTMENTS

- 1.
- 2. Branding and wayfinding contract
- 3.
- 4.
- 5.
- 6. New open space properties
- 7.
- 8.
- 9.
- 10.
- 11.

06

GATEWAY 42, CLAYTON NC

APPENDIX

SUGGESTED COMPLETE COMMUNITIES REGULATIONS

In order to keep the feeling of small town character with new development, the following set of rules are recommended. Many guidelines, with respects to the relationship between existing roadways and new development, are subject to NCDOT regulations. The Town of Clayton should pursue progressive approaches to mobility that seek to encourage multiple modes of mobility, which typically requires de-emphasizing vehicular priorities.

Permitted Uses:

- Multi-family dwellings and single-family dwellings.
- All of the following uses are allowed under 2,000 square feet of floor area: bakeries, dry cleaners, and tailors.
- All of the following uses are allowed under 8,000 square feet of floor area: banks, financial institutions, barbershops, beauty salons, child care centers, theaters, museums, art galleries, libraries, community centers, offices,

studios, clinics, professional services establishments, restaurants, bars, coffee shops, and retail establishments.

- Grocery stores shall be permitted up to 15,000 square feet.

Lot Requirements:

- Lot depths may not measure more than 200 ft in depth, as measured from the primary corridor into the property.
- 400 ft commercial zones (Tier 1 corridors) must be divided by at least one new multi-use street that runs parallel to the existing corridor.

Building Orientation and Setbacks:

- All uses must front either the primary corridor or a secondary multi-use street located within the commercial zone. Primary entrances must be located on corridor frontages and visible from the street.

THE APPENDIX

- All commercial uses must employ storefronts with zero setbacks along sidewalks.
- No rear entrances or service access may front the primary corridor.

Parking:

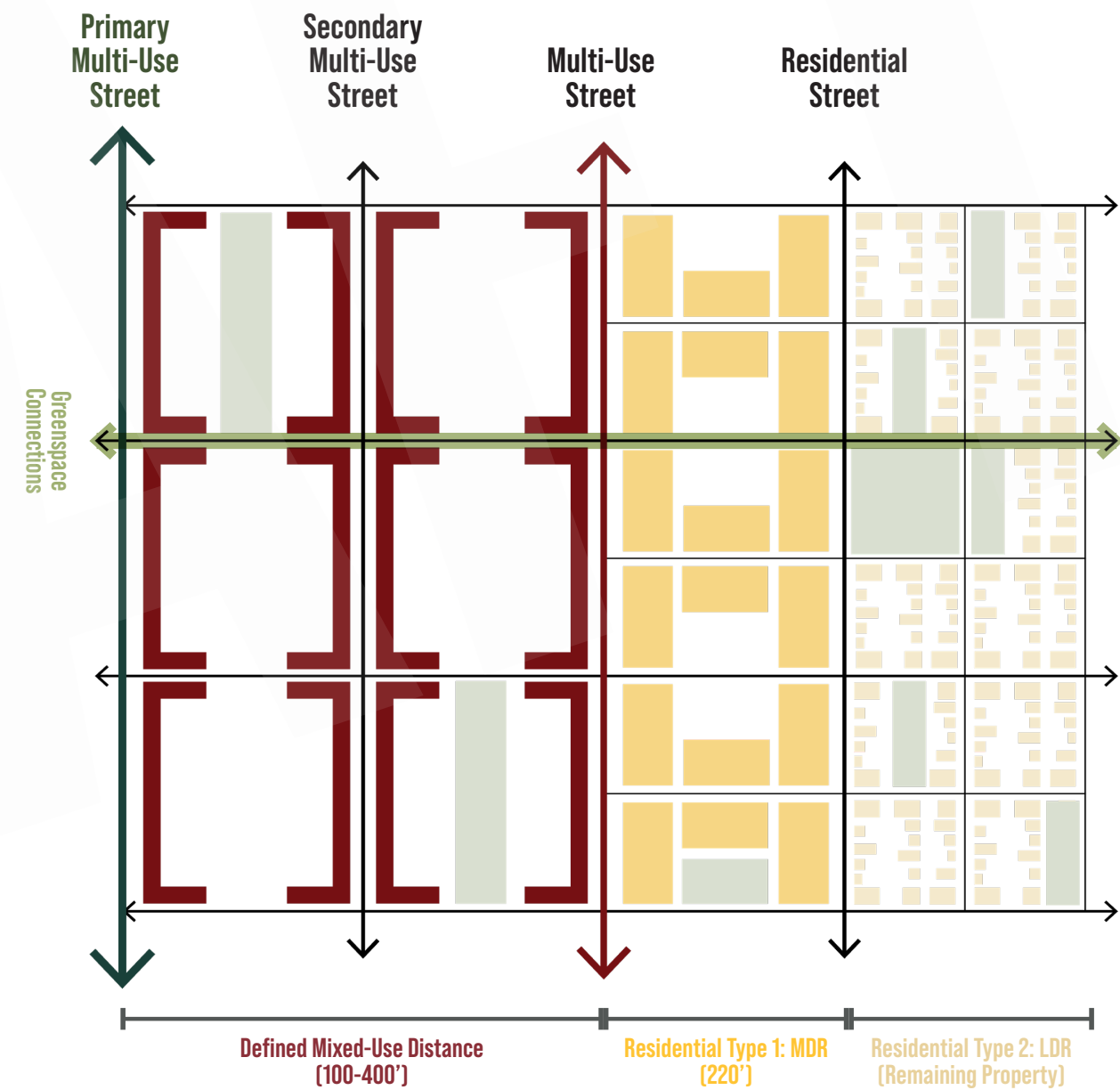
- All parking must be located in the rear of buildings.
- No parking shall be located along the primary corridor. Parking must be buffered from the primary corridor by either buildings or landscaping more than 50 ft in depth from the primary corridor. Landscaping must include vertical elements that serve to screen parking areas, such as hedges or trees.

Height Limitations:

- No buildings or structures shall exceed 35 ft in height along typical corridor conditions.
- Where two primary corridors intersect, an additional story is permitted in the area where two commercial zones overlap in order to highlight this unique and rare condition. At these intersections, no building shall exceed 45 ft in height.

Sidewalks:

- Sidewalks are required along all streets with commercial zones.



THE APPENDIX

- All sidewalks shall be made of at least two zones:
 1. Amenity Zone: houses planting strips, street trees, and furnishings, such as lampposts, benches, and public art. Amenity zones must be at least 5 ft in depth.
 2. Clear Zone: supports allows pedestrian access. Clear zones must be 6ft in depth.
- The combined sidewalk width of the amenity zone and clear zone shall not exceed 18 ft in length.
- A third zone is optional:
 3. Supplemental Zone: supports active ground floor uses that spill out on the sidewalk, such as outdoor seating for restaurants and/or retail overflow. Supplemental zones allow additional setbacks of up to 10 ft where active ground floor uses occupy the space between the sidewalk and the building facade.
- The following elements may be located within the supplemental zone: Accessory outdoor dining; Flexible hardscape areas for retail spillout and movable furnishings; Balconies, porches, handicap ramps, and stoops; Landscaping and water features; Lighting.
- Where supplemental zones are employed, the total sidewalk width of all three zones shall not exceed 28 ft in depth.

Pedestrian Street Lights:

- Pedestrian street lights should be encouraged along commercial streets as a more humane and human-scale alternative to larger vehicular street lights.
- Pedestrian street lights, where installed, shall be placed a maximum distance of 40 feet on center, spaced equal distanced between required street trees
- Pedestrian street lights shall be located within the amenity zone.
- Mounts for banners and/or planters on pedestrians street lights are encouraged as a means to foster charm and a sense of place.

Street Trees:

- All sidewalks along within commercial zones must contain street trees.
- Trees shall be planted a maximum of 40 feet on center within the amenity zone.
- Newly planted trees shall be a minimum of four inches in caliper and a minimum of 12 feet in height.

Street Network:

- No curb cuts are allowed along primary or secondary corridors. All vehicular

THE APPENDIX

access from the primary corridor must come through new streets that run perpendicular to the primary corridor.

- Multiple entrances are encouraged along primary corridors, so as to promote options in terms of access points.
- Where two Complete Community parcels are adjacent, new street networks within each parcel should be designed in such a way as to enable connection to adjacent parcels in the future. Key streets should be designed in such a way as to allow connection to when adjacent parcel upon its development.

Mobility:

- The design of new developments should encourages multiple forms of mobility and consider a diversity of uses and users.
- Bike infrastructure should be encouraged in all development, including dedicated bike paths as part of an open space network, bike racks in the Amenity Zone, and bike storage as part of development.
- Beyond on-street bike lanes and street-adjacent greenways, developments should also consider independent multi-use trails that offer routes independent of the street network. Routes of this kind should be encouraged as means of connecting open space amenities such as parks and recreational facilities.

- Developments should encourage these independent trail routes as a safe and pleasant alternative to street-adjacent trails, which can be feel unsafe and intimidating to some users.

Carolina Comfort Air Gift Agreement

Exhibit A

Donor's Logo for Marketing Materials:

Insert Here



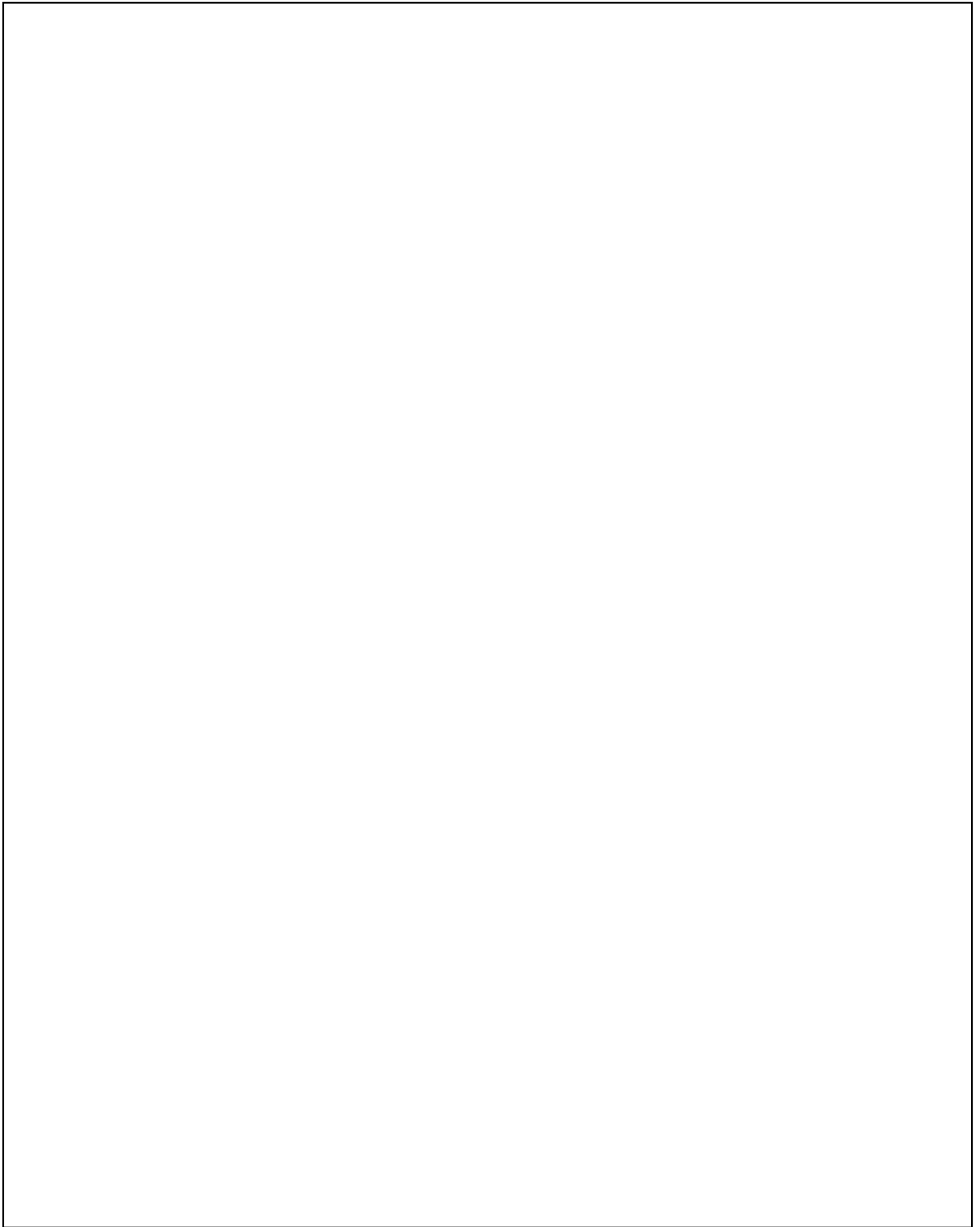
Signage Description: Main Entrance to Turf Field:

The Town of Clayton will provide steel signage over the entrance into the fields with the name: Carolina Comfort Air Fields. The approximate size of this sign will be 12 feet wide and span the double gates that are located at the SE corner of the field. The bottom of the sign will be approx. 9 feet of the ground and be 3 to 4 feet tall. Once I get a rendering what this will look like I will make sure to add it in and pass it along.

Signage Description: Alternate Entrance to Turf Fields Walk-up Stairs:

Below you will see a sample of what we intend to add at the top of each set of steps that lead to the Synthetic turf Fields. These murals will be installed by Magic Murals who did the ones located at Town Hall for the Veterans Memorial.





GIFT AGREEMENT

This Gift Agreement (the “Agreement”) is made this ____ day of _____, 2023, by and between Carolina Comfort Air Inc. (hereinafter referred to as “the Donor”), and the Town of Clayton (hereinafter referred to as “the Donee”).

The Donor and the Donee agree as follows:

1. Donor Commitment. The Donor hereby pledges to the Donee the sum of Seventy-Five Thousand Dollars (\$75,000) (the “Gift”), which as provided for herein is designated for the benefit of the Clayton Parks & Recreation Department.
2. Donor Purpose. It is understood and agreed that the Gift will be used to enhance the parks and recreation facilities and program offerings of the Donee. It is also understood and agreed that the Gift funds as received may be invested and used by the Donee as it shall best determine.
3. Payment. It is further understood and agreed that the Gift will be paid as follows:
 - a. forty percent (40%) within ten (10) after the signing of this Agreement;
 - b. twenty percent (20%) on July 1, 2024;
 - c. twenty percent (20%) on July 1, 2025; and
 - d. the remaining balance in full on July 1, 2026.
4. Naming/License. It is further understood and agreed that the Donee and the Donor will agree on appropriate and specific use of Donor’s name, trademarks, logos, and other identifying materials (the “Marks”) as shown in Exhibit A attached hereto. Donor grants Donee a revocable, nonexclusive, personal, and non-transferable license to use the Marks in accordance with the terms of this Agreement. The Donee may not assign, sublicense, convey, pledge, encumber, delegate, or otherwise dispose of the license rights granted under this Agreement without the prior written consent of Donor.
5. Exclusivity. The Donor shall have its Marks, as determined jointly by the Donee and the Donor, placed in prominent locations on signage at the main entrance and the secondary entrance to the East Clayton Community Park (“ECCP”) to designate that the two (2) new turf athletic fields therein shall be known as the “Carolina Comfort Air Fields”. The Donee will be responsible for the expenses incurred to make and install the signage and, subject to Donor’s payments as set forth in paragraph 3 above, will not allow any competing company of the Donor to sponsor or name the fields or other amenities at the complex through the period ending June 30, 2028. In addition, Donor shall have first option for a period of thirty (30) days from the date of this Agreement to exercise exclusive naming rights for a period of five (5) years for the shelters located at ECCP for donations of \$25,000 per shelter payable on the same schedule as set forth in paragraph 3 above.
6. Renewal. Until December 31, 2027, Donor shall have the right to renew this Agreement for an additional period of five years from July 1, 2028 through June 30, 2033 subject to mutual

agreement with the Town regarding the amount and timing of additional donations and other terms.

7. Intent. It is the agreement of the parties and the intention and wish of the Donor that this Gift shall constitute the Donor's binding obligation and shall be enforceable at law and equity.

8. Recognition by the Donee. To honor the Donor, and to express the appreciation of the Donee, publicity in the form of news announcements, both internal and external, will be made with the written permission of the Donor. The Donee will provide draft copies of any and all publicity materials regarding the Donor's involvement in the Project to the Donor for review and approval prior to publication.

9. Amendment. By mutual consent of the Donee and the Donor, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.

10. Notices. Any notices under this Agreement shall be deemed to have been given on the date on which such notice, sent by certified or registered (or equivalent), postage prepaid addressed to: Donor: c/o Phillip Tyler, 5212 Us 70 Business Hwy N, Clayton, NC 27520 or to Donee: c/o Town Manager, Town of Clayton, P.O. Box 879, Clayton, NC 27528, as the case may be, is deposited in the mails. Either party may change its address for this purpose by like notice.

11. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of North Carolina. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the parties to this Agreement have affixed their signatures:

CAROLINA COMFORT AIR, INC.

By: _____

Title: _____

TOWN OF CLAYTON

By: _____

Title: _____

Exhibit A
[INSERT DONOR'S LOGO AND MARKS AS DESIRED FOR SIGNAGE]

NORTH CAROLINA

JOINT USE AGREEMENT

COUNTY OF JOHNSTON

THIS JOINT USE AGREEMENT is made, entered and effective this ____ day of September, 2023 by and between the Town of Clayton, North Carolina, a North Carolina municipal corporation, hereinafter designated as “Town”, and Neuse River Futbol Alliance, Inc., a North Carolina nonprofit corporation with principal offices located in Clayton, North Carolina, hereinafter designated as the “NRFA”.

WITNESSETH:

WHEREAS, NRFA operates a year-round soccer club in the Town of Clayton that promotes and encourages the growth and development of competitive and recreation youth soccer; and

WHEREAS, to accomplish its recreation and charitable purposes, NRFA desires to jointly use East Clayton Community Park in the Town of Clayton hereinafter designated as the “Park”; and

WHEREAS, NRFA and Town desire to collaborate to provide the youth of Clayton and other persons with the opportunity to play, attend and promote youth soccer; and

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, the Town does hereby grant to the NRFA the nonexclusive use of the Park for the purposes and pursuant to the provisions contained in this Agreement, all under the following terms and conditions.

Article 1 – Definitions and Interpretation

1.1 Definitions. For all purposes of this Agreement, the following terms shall have the meanings specified in this Section.

- (a)** “Soccer Games” means any games or exhibitions played by organized teams with the NRFA.

- (b) “Concessions” includes the following items provided by the Club or it’s sub-concessionaires at the Park: non-alcoholic beverages, confections, peanuts, popcorn, ice cream, hot dogs, hamburgers, and other food and beverage items, and souvenirs, including t-shirts, hats logo apparel, baseball cards, programs novelties and any and all promotional items relating to soccer that are customarily provided to patrons at soccer games. “Concessions” shall not include alcoholic beverages.
- (c) “Park” shall mean the soccer fields and adjacent spectator area of that public recreation facility known as East Clayton Community Park located at 1774 Glen Laurel Road, Clayton, North Carolina.

Article 2 – Length of Term

2.1 Length of Term. The term of this Agreement shall be from the date hereof and continuing through August 31, 2028.

2.2 Renewal. At the end of the initial term, this Agreement may be renewed by mutual agreement of the Town and NRFA for one (1) additional term of five (5) years each under such terms and conditions deemed mutually satisfactory to the Town and the NRFA.

Article 3 – Rent

3.1 Rent. Throughout the term of this Agreement, NRFA shall pay for the use of the Park the sum of Two Thousand Dollars (\$2000.00) per month together with additional amounts of Five Hundred Dollars (\$500.00) each for up to two festivals per calendar year. The first month’s rent may be prorated if it is less than a full month. Beginning October 1, 2024, and on each October 1 thereafter during the term, rent shall increase by ten percent (10%) each year.

3.2 Payment Due Dates. Rents shall be paid to and received by the Town as of the first day of each month. Payments for festivals shall be in advance of each event. Any payments due under this Agreement which are not received by the Town by the due date shall include a late payment fee of five percent (5%) of the amount due. In addition, if rent is not timely paid, the non-payment shall be a basis for termination by the Town.

3.4 Nonpayment of Rent. It is expressly agreed that if NRFA shall neglect to make any payment of rent when due, that the Town may, with ten (10) days written notice to NRFA, immediately declare this Agreement terminated and take possession of said premises without prejudice to any other legal remedy the Town may have on account of such nonpayment or other breach of the Agreement.

Article 4 – Joint Use Use of Park

4.1 Use by NRFA. NRFA may use the Park at its regularly scheduled games subject to the following scheduling requirements. Throughout the Term, NRFA shall provide its proposed schedule for use of the Fields to the Town not later than December 15 and June 15 for the six (6) month periods following each respective date. Town shall have thirty (30) days, after receipt of the schedule, to review and approve or disapprove the proposed schedule and to reserve priority dates for Town Events (“Priority Dates for Town Events”) during the upcoming six months. Rights to use the Park shall be in accordance with the following order of priority: 1) Priority Dates for Town Events; 2) NRFA games; and 3) then, on a first-come-first-served basis, other NRFA and other Town Events. For the period from the date of this Agreement through December 15, 2023, the parties have agreed on the schedule of events attached hereto as Exhibit A. NRFA shall not allow the use of the Park for other purposes or by any other team without the advance written approval of the Town.

4.2 Use by the Town. The Department of Parks and Recreation of the Town shall have exclusive control for scheduling the dates for use of the Park for all non-NRFA events. In addition, the Town’s Parks and Recreation Director, or his designee, shall have authority to cancel any scheduled NRFA events, if necessary in his sole discretion, in order to protect the field during periods of wet weather conditions.

Article 5 – Concessions and Souvenirs

5.1 Concessions by NRFA. NRFA may provide or provide for concessions at every NRFA Game or NRFA-sponsored event in the Park. NRFA shall engage only qualified and reputable sub-concessionaires to assist it in providing concessions.

5.2 Other Concession Requirements.

- (a) NRFA shall order, maintain, and furnish Concessions so as to provide adequate, efficient, and sufficient levels of service to patrons.

- (b) NRFA shall apply for and take any necessary steps to procure and maintain all licenses and permits required for it's operation and sale of Concessions.
- (c) NRFA shall operate and maintain all Concession areas, equipment, fixtures, and facilities in a neat, clean, sanitary and safe condition.
- (d) NRFA shall provide fresh, sanitary, and wholesome food and beverages and shall provide all beverages in paper or plastic cups. No glass bottles shall be provided or allowed for beverage Concessions.

Article 6 – Advertising

6.1 Advertising the NRFA. NRFA shall not place or allow to be placed any advertising at the Park.

Article 7 – Maintenance and Repairs

7.1 NRFA's Responsibility.

- (a) NRFA shall at it's sole expense keep and maintain in good condition all alterations, improvements, furnishings, and equipment existing at the time of this Agreement or during the term and any renewal of this Agreement made or provided by NRFA.
- (b) NRFA shall be responsible for operating the public address system and scoreboard for it's Games and events; and is responsible for proper supervision and security of the Park including the adjacent parking areas, for it's Games and events. Further, NRFA is responsible for maintaining traffic control, as may be directed by the Town's Chief of Police.
- (c) NRFA shall be responsible for the removal and disposal of all rubbish, trash, litter, and garbage from the Park after each of its Games or events, including parking areas and adjacent areas as needed and the same shall be placed in trash containers to be provided by the Town and left outside the Park for pick-up by the Town.

- (d) NRFA will have the option to bring in additional seating space subject to approval by the Parks Director. Additional seating must meet ADA requirements.

7.2 Town's Responsibility.

- (a) The Town shall be responsible for providing NRFA with trash containers and for picking up and disposing of trash contained within the Town-provided trash containers.
- (b) The Town shall maintain the playing fields in a good condition. The Town shall keep the fields mowed.
- (c) Except as is otherwise the responsibility of NRFA pursuant to this Agreement, and except where the Town determines such repair and improvement thereon to be necessary as a result of extraordinary wear and tear attributable to NRFA, the Town shall maintain all structures and systems of the Park in at least as good condition as of the date of this Agreement.

Article 8 – Insurance and Indemnity

8.1 Insurance by NRFA. At all times during the Term, NRFA shall, at it's expense procure and thereafter maintain the insurance specified in this section with insurance companies acceptable to the Town and licensed to do business in the State of North Carolina. Copies of the aforementioned policies shall be promptly submitted to the Town prior to the commencement of the initial Term; and such copies shall be given to the Town throughout the initial and any renewal term of the Agreement to insure continuous required coverage.

- (a) Workers Compensation Insurance shall be maintained by NRFA providing statutory benefits as required by law.
- (b) Liability Insurance shall be maintained by NRFA providing commercial general liability insurance, including but not limited to the following coverage's: premise operations, personal injury, host liquor liability and contractual liability. Such insurance shall contain a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence. Each such policy of insurance shall name the Town as an additional

insured and should contain a provision that the same may not be canceled or reduced in amount of coverage except upon not less than thirty (30) days prior written notice by the insurance company to Town.

8.2 Indemnity by NRFA. NRFA shall indemnify and save the Town harmless from and against all claims, losses, damages, and expenses, including attorney fees and suit costs, for personal injuries and property damages, arising out of the use of the Park by NRFA if caused by willful acts, negligence, or improper operations or activities by its officers, servants, agents, employees or patrons.

8.3 Immunity Preserved. This Agreement is not entered with a profit motive but instead is intended by the Town to cover a portion of the Town's costs of providing public recreation facilities for youth soccer and to compliment the public recreation offerings and programs for its citizens. The Town does hereby preserve and maintain its immunity under law from liability for recreation functions.

Article 9 – Termination

9.1 Termination. This Agreement may be canceled by either party hereto upon the failure of the other party to carry out its obligations hereunder, without prejudice to its right to recover damages, if legally recoverable on account of such breach.

Article 10 – Default

10.1 Noncompliance. It is expressly agreed that if NRFA shall neglect to do and perform any matter or thing herein agreed to be done and performed by it (other than the payment of rent, which is provided for elsewhere) and shall remain in default thereof for a period of 30 days after written notice from the Town calling attention to such default, Town may declare this Agreement in default and take possession of said premises without prejudice to any other legal remedy they may have on account of such default. Said notice may be sent by certified mail or nationally recognized carrier to NRFA notice address set forth in this Agreement. It is expressly understood that the 30-day period called for herein shall begin to run from the date of mailing of said notice in an official depository of the United States Postal Service (postage prepaid) or delivery to the recognized national carrier and shall not be determined from the date of receipt by NRFA of said notice.

10.2 Default. If this Agreement has been declared to be in default, Town may elect to terminate this Agreement, whereupon it shall be lawful for Town to re-enter said premises and the same to have again, repossess and enjoy as the Town's first and former estate, and thereupon this Agreement and everything herein contained on Town's behalf to be done and performed shall cease, terminate and be void, but NRFA, its successors and assigns shall be and remain liable to Town for any loss and damages suffered or to be suffered by Town because of the breach by NRFA, its successors and assigns, or any covenant, promise or condition on said NRFA's part to be paid or performed prior to the date of such re-entry; or Town may elect to treat this Agreement as continuing and re-enter and re-let the premises, or any part thereof, as agent of NRFA for the best rent attainable during all or part of the remaining term of this Agreement, in which event the rentals received shall be deemed to be for the account of NRFA and NRFA shall be and remain liable for any deficiency in rental below the sum called for the terms of this Agreement and entitled to any excess of such rentals over the amount called for by the terms of this Agreement; or Town may permit NRFA to remain in possession and bring an action or successive actions for damages suffered by Town because of any breach or breaches of any covenant or condition this Agreement including the obligation to pay rent, without prejudice to the right of Town to elect thereafter to pursue any other remedy given hereunder or by law for any future breach or breaches of covenants or conditions by NRFA in the event Town enters and takes possession of the premises as aforesaid, NRFA waives any damages that may be caused by Town thus re-entering and taking possession, and any claim or damage that may result from the destruction of or injury to the premises or building and any claim for damage or loss of any property belonging to NRFA which may be in or upon the premises.

Article 11 – Miscellaneous

11.1 Nondiscrimination. NRFA shall not discriminate on the basis of race, creed, color, sex, age, religion, handicapped status or national origin with respect to use and occupancy of the Park.

11.2 Notices. Except where oral notices have been explicitly provided for in this Agreement, any notice required by the Town or by NRFA by the terms hereof, shall be in writing and be deemed given and received on the date of the mailing of such notice in writing to the Town or to NRFA provided such notice is transmitted in the manner required herein and is addressed to the party due

such notice. Until notice of a change of address is given to the other party in accordance with the provisions of this section, notices shall be delivered, addressed or directed as follows:

If to Town: Town of Clayton
PO Box 879
Clayton, NC 27528
Attn: Town Manager

If to Club: Neuse River Futbol Alliance
14009 Buffalo Rd., Suite 200
Clayton, North Carolina 27527
Attn: Mark Morgan, Executive Director

11.3 Entire Agreement. This Agreement contains and represents the entire Agreement between the parties.

11.4 Avoidance of Waiver. No failure on the part of the Town to enforce any covenant or provision herein contained, nor any waiver of any right thereunder by the Town, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the Town to enforce the same in the event of any subsequent breach or default.

11.5 No Assignment. NRFA may not assign this Agreement without the express written permission of the Town and any purported assignment hereof will be void and of no effect without such written consent. In the event that this Agreement is so assigned by NRFA, then NRFA shall within a reasonable time thereafter deliver to the Town a duplicate original of the instrument of assignment and assumption in and by which the assignee of this Agreement accepts such assignment and assumes all of the obligations of the Assignor hereunder. This Agreement and covenants, terms and conditions thereof shall be binding upon any such assignee.

11.6 Governing Law/Jurisdiction. This Agreement shall be governed by its terms and the laws of the State of North Carolina. The parties agree that this Agreement shall be deemed executed and completed in North Carolina, that this Agreement shall be performed in North Carolina, and that the courts of North Carolina shall have exclusive jurisdiction over any disputes as to the terms of this Agreement. By the signatures below, the parties consent to the exclusive,

personal jurisdiction by the courts of North Carolina and further, waive any objection thereto. Venue shall be Johnston County, North Carolina.

IN WITNESS WHEREOF, the Town of Clayton, acting by and through its Interim Manager, has caused this instrument to be executed by its duly authorized managing member all on the day and year first above written.

TOWN OF CLAYTON

By: _____
Rich Cappola, Interim Town Manager

[TOWN SEAL]

Neuse River Futbol Alliance

By: _____(SEAL)
Mark Morgan, Executive Director

This agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Robert McKie, Finance Officer

EXHIBIT A
INITIAL SCHEDULE