



December 12, 2022 Council Meeting

Mayor Bryan Hough
Mayor Pro-Tem Phyllis Harris
Councilman Ivory Craig
Councilman Jeff Meadows
Councilman David Moore
Councilwoman Christina Pawlish
Councilwoman Lauren Shoemaker
Marie M. Anders, City Attorney
Miles Braswell, City Manager

**CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL MEETING AGENDA**



**December 12, 2022
7:00 P.M.**

CALL TO ORDER BY THE MAYOR

INVOCATION

Reverend Mark Massey, Pastor at True Light Tabernacle

PLEDGE OF ALLEGIANCE

Boy Scout Troop 59

SET THE AGENDA

CONSENT AGENDA

1. Approval of Budget Amendment
 - Property Acquisition—143 East Catawba Avenue-Allocco
 - Property Acquisition—Parcel ID# 123838—Louie M. Dean and George B. Moser
 - Laptops—Fire Department
2. Approval of Liens for Weeds and Grass
 - 507 West Henry Street
3. Approval of the 2023 Council Meeting Schedule
4. Approval of a 2nd Amendment to the Lease Agreement with Dr. Katherine Petersen
5. Approval of a Resolution to remove a 2002 Ford Explorer as a previously approved surplus item
6. Approval of L&E Properties contract for residential property management
7. Approval of Participation for Density Averaging Credits for Medical Office Park Project
8. Call for a public hearing regarding a proposed text amendment, as submitted by City staff with the advice of the Utilities Department, to Section 3.21 of the Subdivision & Land Development Ordinance-which regulates grading permit reviews. The proposed update would ensure that the Section aligns with current review procedures
9. Call for a public hearing regarding a proposed text amendment, as submitted by City staff, to the Emergency Response Requirements for Trail Systems found in Section 3.12 of the Subdivision & Land Development Ordinance. The update would apply to the fourth item under this section & would update how future trails are named
10. Approval of Reappointment of Myles Biggerstaff and Will Crist to serve an additional three-year term on the Planning Commission expiring in December 2025
11. Approval of TDA Appointments
12. Approval of Minutes of the November 14, 2022 Council Meeting

PRESENTATIONS

1. Swearing In of Police Officers Tyler Russell, Trenton Allen and Chase Causey *Mayor Bryan Hough*
2. Promotional Swearing In of Sergeants Bryan Kale and Travis McManus *Mayor Bryan Hough*
3. Recognition of Detective Lee Farris for obtaining the Criminal Investigation Certificate *Mayor Bryan Hough*
4. Presentation of a Resolution Honoring Ann Burton upon her Retirement *Mayor Bryan Hough*
5. Presentation of Employee Service Awards *Mayor Bryan Hough*

PUBLIC HEARING

PUBLIC COMMENT – Three (3) Minute Limit

OLD BUSINESS

NEW BUSINESS

CLOSED SESSION

1. Closed Session Pursuant to N.C.G.S 143-318.11 (a) (3, 4 and 5)

ADJOURN

CONSENT AGENDA



City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: December 2, 2022
From: Michelle Wood	Meeting Date: December 12, 2022
Agenda Item to be considered: Budget Amendment for Property Acquisition	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request: Budget Amendment for Property Acquisition	
143 E. Catawba Ave. \$900,000 – property purchase \$54,000 – broker commission fees \$2,000 – legal fees	
Dean/Moser property PID#123838 \$101,337 – property purchase \$1,250 – legal fees	
Fiscal Impact:	
Will Item affect current budget	☒ YES ☐ NO ☐ N/A
Reviewed by Finance Director	☒ YES ☐ NO ☐ N/A
Preaudit Certification required	☐ YES ☒ NO ☐ N/A
Capital Project Ordinance required	☐ YES ☒ NO ☐ N/A
Budget Transfer required	☒ YES ☐ NO ☐ N/A
Total City Dollars: \$1,058,587	
Budget Code:	
Reviewed by City Attorney	☐ YES ☒ NO ☐ N/A
Manager/Staff Recommendation: Approve the budget amendment for property acquisition	
Result of City Council Decision: _____	
Attachments: Budget Amendment	



Date Submitted: 12-Dec-22

Finance Officer: _____

City Manager: _____

Amendment to appropriate fund balance earmarked for Property Purchase

Unassigned Fund Balance after Budget Amendment Approval: 10,955,680

% of Budget after Budget Amendment Approval: 62.181877%



City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: December 2, 2022
From: Michelle Wood	Meeting Date: December 12, 2022
Agenda Item to be considered: Budget Amendment for Fire Laptops	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request: Budget Amendment for Fire Laptops In August of this year, the City received the funding for a Driveway for New Fire/Rescue Departments Grant from the NC Department of Transportation in the amount of \$25,000 for the driveway construction cost at the North Station. This grant was originally applied for in 2017 when the fire station was being constructed. We are requesting for the \$25,000 to be appropriated towards the purchase of eight Mobile Data Terminals (MDT's) for our first out apparatus. MDTs are military grade laptops and will be linked with Gaston County Communications which is our dispatch center. Having MDTs in our trucks will allow for real-time information transfers between us and other agencies as well as immediate access to GPS mapping, department and state portals and reporting programs.	
Fiscal Impact:	
Will Item affect current budget	☒ YES ☐ NO ☐ N/A
Reviewed by Finance Director	☒ YES ☐ NO ☐ N/A
Preaudit Certification required	☐ YES ☒ NO ☐ N/A
Capital Project Ordinance required	☐ YES ☒ NO ☐ N/A
Budget Transfer required	☒ YES ☐ NO ☐ N/A
Total City Dollars: \$25,000	
Budget Code:	
Reviewed by City Attorney	☐ YES ☒ NO ☐ N/A
Manager/Staff Recommendation: Approve the budget amendment for Fire Laptops	
Result of City Council Decision:	
Attachments:	



CITY OF MOUNT HOLLY
FY 22-23 Budget Amendment

Account Number	Description	Account Debit	Account Credit
10-00-8000-500	Capital Outlay	\$25,000.00	
10-00-3991-000	Fund Balance Appropriation		\$25,000.00
TOTAL		\$25,000.00	\$ 25,000.00

Date Submitted: 12-Dec-22

Finance Officer: _____

City Manager: _____

Department Comments:

Amendment to appropriate fund balance earmarked for Laptops

Unassigned Fund Balance after Budget Amendment Approval: 10,930,680

% of Budget after Budget Amendment Approval: 62.039982%



City of Mount Holly Action Agenda Item

To: City Council	Date: 12-1-2022
From: Josh Blackwell	Meeting Date: 12-12-2022
Agenda Item to be considered: Request for adoption of one lien for clearing of grass and weeds.	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request: Staff is requesting that council adopt a lien to be placed on 507 West Henry Street, Gaston County Parcel ID: 181850 for the clearing of grass and weeds in violation of the City's nuisance ordinance under Section 8-9 of the City Code.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO ☒ N/A
Reviewed by Finance Director	☐ YES ☐ NO ☒ N/A
Preaudit Certification required	☐ YES ☐ NO ☒ N/A
Capital Project Ordinance required	☐ YES ☐ NO ☒ N/A
Budget Transfer required	☐ YES ☐ NO ☒ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☐ YES ☒ NO ☐ N/A
Manager/Staff Recommendation: Adopt one lien for 507 West Henry Street in the amount of \$475.00.	
Result of City Council Decision: _____	
Attachments: 1. Copy of ordinance to place lien on 507 West Henry Street	

AN ORDINANCE BY THE CITY OF MOUNT HOLLY
ESTABLISHING A LIEN ON CERTAIN REAL PROPERTY
FOR CLEARING OF GRASS & WEEDS

Drawn by & Return:

City of Mt. Holly, P.O. Box 406, Mt. Holly, NC 28120

WHEREAS, certain abatement of public nuisance proceedings have been initiated by the City of Mount Holly pertaining to a certain lot or parcel located in the City of Mount Holly, North Carolina, and identified as Tax Parcel ID#181850, 507 West Henry Street, said parcel being owned by Thoroughbred Partners LTD; and,

WHEREAS, notice of violation was made known to the above-mentioned owner as required by Section 8-9 through 8-14 of the Ordinances of the City of Mount Holly, North Carolina, and the owner has failed to abate the nuisance and the administrator has caused the property to be cleared of the nuisance; and,

WHEREAS, that the actual cost of abated the nuisance has not been paid within 30 days after receipt of the statement of the charges from the City.

NOW, THEREFORE, BE IT RESOLVED, that this Ordinance shall be recorded in the Office of the Register of Deeds for Gaston County, North Carolina, and indexed in the name of the property owner as provided in N.C.G.S. 160A-175(e) and 160A-365, as a lien against the above-described property in favor of the City of Mount Holly for the cost of abating the nuisance, as follows:

Actual cost of clearing	\$ 125.00
Administrative cost	\$ 350.00
Total Lien Due	\$ 475.00

Adopted by the City Council of the city of Mount Holly upon motion duly made, seconded and carried at a properly held meeting on _____ day of _____, 2022.

CITY OF MOUNT HOLLY

By: _____
Mayor

Attest:

City Clerk

NORTH CAROLINA
GASTON COUNTY

I, _____, A Notary Public in and for said County and State, do hereby certify that Amy Miller personally appeared before me this day and , who, being first duly sworn, says that he is the City Clerk of the City of Mount Holly, a municipal corporation, and that the seal affixed to the foregoing instrument in writing is the Corporate Seal of the City of Mount Holly, and that said writing was signed and sealed by _____, Mayor, in behalf of said municipal corporation, by authority duly given, and the said Amy Miller acknowledged the said writing to be the act and deed of said City of Mount Holly as adopted by its City Council.

WITNESS my hand and notarial seal, this _____ day of _____, 2022.

Notary Public

My commission expires:

(seal)



City of Mount Holly Action Agenda Item

To: City Council

Date: December 8, 2022

From: Amy Miller, City Clerk

Meeting Date: December 12, 2022

Agenda Item to be considered: *Approval of 2023 Council Meeting Schedule*

Will this require a public hearing?

☐ YES

☒ NO

Background/Purpose of Request : *Attached you will find a copy of the 2023 Council Meeting schedule for approval.*

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☒ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A
Preaudit Certification required	☐ YES	☐ NO	☒ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A
Budget Transfer required	☐ YES	☐ NO	☒ N/A
Total City Dollars:	\$		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☒ N/A

Manager/Staff Recommendation:

Approval

Result of City Council Decision:

Attachments:

1. 2023 Meeting Schedule

2023 City Council Meeting Schedule

Council Meetings	Work Session Meetings
January 9, 2023	January 23, 2023
February 13, 2023	February 27, 2023
March 13, 2023	March 27, 2023
April 10, 2023	April 24, 2023
May 8, 2023	May 22, 2023(budget)
June 12, 2023	June 26, 2023
July 10, 2023	July 24, 2023
August 14, 2023	August 28, 2023
September 11, 2023	September 25, 2023
October 9, 2023	October 23, 2023
November 13, 2023	no work session meeting
December 11, 2023	no work session meeting

All Council meetings begin at 7:00 p.m. All meetings are held in the Council Chambers at the Municipal Complex located at 400 East Central Avenue, Mount Holly, NC 28120. All Work Session Meetings are held on the 4th Monday of the month at 6:30 p.m. in the Council Chambers unless otherwise noted.

MEMORANDUM

TO: Mayor and City Council, City of Mount Holly

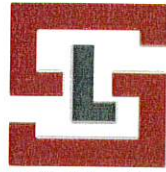
FROM: Marie M. Anders, City Attorney

RE: Proposed amendment to lease with Katherine Rhyne Petersen, DMD, PA

DATE: December 7, 2022

The City Council entered into a lease on December 13, 2021, with Dr. Petersen for her family dental practice to be located in a portion of the downstairs rental space of the Mount Holly Municipal Complex. The City Council and Dr. Petersen agreed to amend the lease on August 8, 2022, as a result of the City requiring certain additional upfit improvements. The amendment calls for the tenant to make the additional upfit improvements and the City to pay for the increased upfit costs as a result. The amendment also delayed the commencement of rental payments from October 1, 2022, to January 1, 2023, as a result of the delayed completion of upfit improvements, thereby giving rent abatement for 12 months instead of 10 months. No additional time was added to the lease, which is already the maximum lease term of 10 years commencing January 1, 2022, as adding any additional time to the lease over a 10 year term would require the City to go through the statutory upset bid procedure required for sales of real property.

Dr. Petersen is still in the process of constructing her upfit improvements to the space and has recently learned from her contractor that the steel fabrication for the roof top mechanical platform that is needed for additional upfit of the City's remaining available retail space has been delayed and is currently scheduled for completion in January 2023. Please see an attached letter from Dr. Petersen's contractor regarding the delay and anticipated timeline for this item. As a result, Dr. Petersen's grand opening has been delayed and she has requested additional rent abatement of two months, for a total rent abatement of fourteen months. Please see the attached proposed "Second Amendment to Lease Agreement Dated December 13, 2021" which calls for a rental commencement date of March 1, 2023. If you approve the proposed Second Amendment, no other terms of the lease would be affected and the lease would remain a 10 year term.



STEPLINE
GENERAL CONTRACTORS

7901 Montane Run Ct, Waxhaw, NC 28173

Dr Kasey Petersen

December 5, 2022

I am providing this letter to advise that the steel fabrication for the mechanical platform completion is scheduled for January 2023. The delay in getting the proposal approved from City council and the state-wide steel and labor shortage has caused us major delays in this industry.

Unfortunately, these issues are out of our control, please contact me with any questions.

Respectfully

Steve McKirdy

Steve McKirdy
President
704.320.5496
steve@steplinegc.com

SECOND AMENDMENT TO LEASE AGREEMENT DATED DECEMBER 13, 2021

The City of Mount Holly, North Carolina, ("Landlord") and Katherine Rhyne Petersen, DMD, PA, ("Tenant") have entered into a Lease Agreement (the "Lease") dated December 13, 2021, and amended by that First Amendment dated August 8, 2022, pertaining to a portion of the Mount Holly Municipal Complex ("MHMC") and the Parties wish to amend the Lease as set forth herein:

1. Section 6 of the Lease is hereby removed and replaced as follows:

"6. Rent: There shall be no payment of Rent for the first fourteen months of the Lease Term. The first payment of Rent (as defined below) shall be due on March 1, 2023, (the "Rental Commencement Date"). Beginning on the Rental Commencement Date, Tenant shall pay Landlord Rent monthly in advance on the first day of each month. The rental shall be as follows:

2nd year: March 1, 2023, to December 31, 2023, the annual rental shall be \$49,268.33, payable in equal, consecutive monthly payments.

3rd year: January 1, 2024, to December 31, 2024, the annual rental shall be \$60,895.66, payable in equal, consecutive monthly payments.

4th year: January 1, 2025, to December 31, 2025, the annual rental shall be \$62,722.53, payable in equal, consecutive monthly payments.

5th year: January 1, 2026, to December 31, 2026, the annual rental shall be \$64,604.21, payable in equal, consecutive monthly payments.

6th year: January 1, 2027, to December 31, 2027, the annual rental shall be \$66,542.34, payable in equal, consecutive monthly payments.

7th year: January 1, 2028, to December 31, 2028, the annual rental shall be \$68,538.61, payable in equal, consecutive monthly payments.

8th year: January 1, 2029, to December 31, 2029, the annual rental shall be \$70,594.77, payable in equal, consecutive monthly payments.

9th year: January 1, 2030, to December 31, 2030, the annual rental shall be \$72,712.61, payable in equal, consecutive monthly payments.

10th year: January 1, 2031, to December 31, 2031, the annual rental shall be \$74,893.99, payable in equal, consecutive monthly payments."

2. Except as set forth herein the Parties ratify and affirm the aforesaid Lease Agreement.

IN WITNESS WHEREOF, this First Amendment dated this 12th day of December, 2022, to the Lease is executed in duplicate originals, by authority duly given.

LANDLORD:

CITY OF MOUNT HOLLY

By: _____ (SEAL)
Bryan M. Hough, Mayor

Amy Miller, City Clerk

TENANT:

KATHERINE RHYNE PETERSEN,
DMD, PA

By: _____ (SEAL)
Katherine Rhyne Petersen, DMD, President

NOTARY ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, _____, a Notary Public in and for said County and State, do hereby certify that Amy Miller personally came before me this day and acknowledged that she is City Clerk of the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, and that by authority duly given and as the act of the City Council of the City of Mount Holly, NC, the foregoing instrument was signed in its name by Bryan M. Hough as its Mayor, sealed with its corporate seal, and attested by Amy Miller as its City Clerk.

Witness my hand and notarial seal, this _____ day of _____, 2022.

Notary Public

My commission expires: _____

(seal)

STATE OF NORTH CAROLINA

COUNTY OF _____

NOTARY ACKNOWLEDGMENT

I, _____, a Notary Public in and for said County and State, do hereby certify that Katherine Rhyne Petersen, DMD personally came before me this day and acknowledged that she is President of KATHERINE RHYNE PETERSEN, DMD, PA, a North Carolina professional corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him/her on behalf of the said company.

Witness my hand and notarial seal, this _____ day of _____, 2022.

Notary Public

My commission expires: _____

(seal)



City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: 12/01/2022
From: Tony Walker	Meeting Date: 12/12/2022
Agenda Item to be considered: Removal of 2002 Ford Explorer	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request:	
The Fleet Department is requesting the removal of the 2002 Ford Explorer from the Surplus List that was issued and approved by council on September 12, 2022. This vehicle will be assigned to the Police Department to be used as an Evidence and Crime Scene vehicle. 2002 Ford Explorer VIN # 1FMZU72E22UA56770	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☒ NO ☐ N/A
Reviewed by Finance Director	☐ YES ☒ NO ☐ N/A
Preaudit Certification required	☐ YES ☒ NO ☐ N/A
Capital Project Ordinance required	☐ YES ☒ NO ☐ N/A
Budget Transfer required	☐ YES ☒ NO ☐ N/A
Total City Dollars:	
Budget Code	
Reviewed by City Attorney	☐ YES ☒ NO ☐ N/A
Manager/Staff Recommendation:	
Result of City Council Decision: _____	
Attachments:	

City of Mount Holly

Remove from Surplus 2021-2022

Planning and Zoning – 2002 Ford Explorer- 4L, V6 LIC# 5741T
#341 VIN # 1FMZU72E22UA56770



City of Mount Holly Action Agenda Item

To: City Council

Date: 12-2-22

From: Brian DuPont

Meeting Date: 12-12-22

Agenda Item to be considered: Approval of L&E Properties contract for residential property management

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request: In preparation for management of residential properties, staff has consulted with L&E Properties who has extensive experience and knowledge of the residential property management in Mount Holly.

The contract attached is an example of a contract that the City could enter to have L&E assist the City with tenant management. Also attached is an outline of L&E Property Management Services and Fees.

Fiscal Impact:

Will Item affect current budget	☒ YES	☐ NO	☐ N/A
Reviewed by Finance Director	☒ YES	☐ NO	☐ N/A
Preaudit Certification required	☐ YES	☐ NO	☒ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A
Budget Transfer required	☐ YES	☐ NO	☒ N/A
Total City Dollars:	\$		
Budget Code			
Reviewed by City Attorney	☒ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:

Staff recommends moving forward with a contract between the City and L&E Properties.

Result of City Council Decision:

Attachments:

1. L&E Property Management Services and Fees
2. Sample Contract
- 3.



105 Oakland Street
Mount Holly, NC 28120

704.827.0801 Main
704.827.0805 Fax

Info@leproperties.com
rentals@leproperties.com

www.leproperties.com

L&E Property Management Services and Fees

Property Management Services

Full Property Management services include: Advertising, showing the property, tenant screening, tenant placement, other agent compensation, rent collection, minor repairs, eviction services, owner direct deposit and year-end accounting records.

- If we manage 1-4 units for you, the tenant placement fee would be 50% of the first full month of rent. The monthly management fee would be 10% per unit or a flat \$100.00 per unit, whichever is greater.
- If we manage 5 - 19 units for you, the 50% tenant placement fee would still be in place. However, you would receive a multi-property discounted management fee at 8% per unit or a flat \$80.00 per unit, whichever is greater.
- If we manage 20 or more units for you, the 50% tenant placement fee would still be in place. Your monthly management fee would be 8% per unit or a flat \$60.00 per unit, whichever is greater.
- Tenant Procurement placement fee is 75% of one full month rent. L&E Properties would advertise, show and screen applicants. We would collect the Security deposit and first month rent on your behalf when we release keys to tenants. L&E Properties would not manage the home, only place a new tenant. All owner/tenant information would be given to the owner/tenant for future correspondence when keys are released to the tenant.
- If the owner or previous Property Management Company already has a tenant in place and L&E assumes monthly management of the home, there would be a \$150.00 lease transfer fee per unit. We would also need to walk through the home in the first 2 weeks of management to document the condition of the home at the time we start managing. In this situation, we often do not get a copy of the move-in inspection form or pictures of the home prior to current tenant moving in, which makes it hard when they move out to charge any damages if we do not have proof of condition when they moved in.

Key Copies: We do ask for owners to make sure we have 3 keys to each lock when we take on an account. If we have to make key copies, they are \$3 each key.



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Minor repairs needed to get home rent ready are covered under the new tenant placement fee for all full service accounts as long as L&E placed the previous tenant. New accounts should turn the property over "rent ready". Should the owner need assistance with wrapping up final minor repairs and cleaning we can accommodate, but the 8-10% management fee would be in effect immediately. Should there be any repairs that exceed \$10,000.00 total, this would constitute a major repair and a 10% handling fee would be added to the total cost of repair.

In the event the homeowner chooses not to have the property actively listed for rent and L&E is still acting on behalf of the property, i.e. utilities in our name, lawn maintenance, etc. L&E would still be owed the contractual monthly management fee.

Rent Collection & Payment Disbursement Policy

Rent is due on the 1st of the month and late after the 5th. If the tenant does not pay by the 5th, we contact them to inform them they are late and now owe us a late fee. They then have by law until the 10th to pay the full rent plus late fee, otherwise we will file for eviction on the next business day after the 10th. We would contact you after the 10th to inform you of their non-payment/pending eviction filing or before with any requested payment arrangements.

Once the rent is collected, we will mail you a check or directly deposit funds into your provided bank account by the 21st day of the month. Our goal is to get them out sooner but we do not guarantee them before the 21st. If you do not receive payment by the 26th, please call and let us know. Any approved payment arrangements would delay the payment to you as well.

Eviction Services

By law, we cannot file for eviction based on non-payment of rent until 10 days have passed from the due date of rent. Should the need arise, we will contact you before filing papers. If L&E Properties places the tenant and is managing the property, the eviction process would be covered under your normal management fee, except for the cost to file. This would either (a) come from the tenant to pay with rent owed to stay in the home, (b) eviction is granted by the court and the tenant vacates. Then we would deduct court costs from the tenants security deposit. The only time the cost to file is charged to the homeowner is if we do not have a security deposit on file or we did not place the tenant in the home that is being evicted.



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L&E Property's fee to file eviction on tenants we did not place or for assistance on a procurement evictions is \$150.00 plus court cost to file. If we have to file the Writ as well, the cost would be an additional \$100.00 plus filing cost. This would cover the trip to file the eviction & Writ only. Court cost to file eviction is \$126.00 for one defendant and \$156.00 if filing on 2 defendants. Court cost to file the Writ is \$55.00 for one defendant or \$85.00 for 2 defendants.

Generally, we file on the main Lessée and "All Occupants" which is covered under the \$126.00 filing fee. If the tenant does not turn in keys within 10 days from the day the Judge grants the eviction, we would have to go back to the courthouse and file the Writ on the 11th day after eviction was granted. Within 10 days of the Writ being filed the Sheriff department would set up a time for us to meet them at the house and he would escort anyone still in the property out, secure the property and we would then have locks changed on the spot.

*Please note, the cost to change the locks would be at your expense if we do not have a security deposit on file. Monies must be on file to start the eviction process and to set up the lock change. If L&E Properties is not holding the security deposit, you must make an owner contribution to get started. The entire process from start to finish takes 30-45 days to get the tenant completely out of the home, depending on which county the home is located in.

Record Keeping and End of Year Reporting

We recommend you keep a copy of your property management agreement with us in an easily accessible location should you need to refer to it in the future. You may also access a copy of the agreement (along with statements and other documents) through your AppFolio Owner Portal (please reference Owner Portal & Information document in your owner packet).

We will email and/or attach to your Owner Portal copies of any repair bills we receive for your property. We recommend you keep the copies for deductions on your tax return. We will mail you a 1099 each year along with a statement detailing how much rent was collected, how much was paid to us, and how much was paid out on repairs.

Revised 09/2020

EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT
Long-term Rental Property

This Exclusive Property Management Agreement is entered into by and between _____ ("Owner")
and L&E Properties ("Agent").

IN CONSIDERATION of the mutual covenants and promises set forth herein, Owner hereby contracts with Agent, and Agent hereby contracts with Owner, to lease and manage the property described below, as well as any other property Owner and Agent may from time to time agree in writing will be subject to this Agreement (the "Property"), in accordance with all applicable laws and regulations, upon the terms and conditions contained herein.

1. **Property.** City: _____ County: _____, NC
Street Address: _____ Zip Code: _____
Other Description: _____

☐ **MULTIPLE PARCELS** (check if applicable). Additional parcels of real property are the subject of this Agreement, as described in the attached Multi-Parcel Addendum. The term "Property" as used herein shall be deemed to refer to all such parcels unless specifically indicated otherwise.

2. **Duration of Agreement.** This Agreement shall be binding when it has been signed and dated below by Owner and Agent. It shall become effective on _____ ("Effective Date") and shall be for an initial term of Three (3) Months. NOT LESS THAN 30 DAYS PRIOR TO THE CONCLUSION OF THE INITIAL TERM, EITHER PARTY MAY NOTIFY THE OTHER PARTY IN WRITING OF ITS DESIRE TO TERMINATE THIS AGREEMENT, IN WHICH CASE IT SHALL TERMINATE AT THE CONCLUSION OF THE INITIAL TERM. IF NOT SO TERMINATED, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS OF One (1) Month EACH UNLESS EITHER PARTY GIVES THE OTHER PARTY WRITTEN NOTICE OF ITS DESIRE TO TERMINATE THIS AGREEMENT AT LEAST 30 DAYS PRIOR TO THE CONCLUSION OF ANY SUCH RENEWAL TERM, IN WHICH CASE THIS AGREEMENT SHALL TERMINATE AT THE CONCLUSION OF SUCH TERM.

3. **Agent's Fees.**

(a) **Management Fees.** For management services performed hereunder, Owner shall compensate Agent in the following manner:

☐ A fee ("Fee") equal to (complete all that apply)

(i) _____ percent (%) of total gross rental income received on all rental agreements

(ii) \$ _____ per month for each month that the Property is occupied

(iii) \$ _____ per month for each month that the Property is vacant

☒ Other (describe method of compensation): Monthly management fee is 10% of monthly rental amount or Continued... See Addendum Method of Compensation 1

☒ (Check if applicable) Agent may from time to time provide services for Owner or arrange services for Owner from third-party vendors, including but not limited to services relating to maintenance, repair and/or improvements to the Property. Owner agrees that Owner shall compensate Agent for the provision or arrangement of any such services in the following manner: For major rehab/renovation projects only. Fee to be negotiated before project begins.

Note: No fees may be deducted from any tenant security deposit until the termination of the tenancy. Thereafter, any fees due Agent from Owner may be deducted from any portion of the security deposit due to Owner.

(b) **Sale to Tenant.** If a tenant who occupies the Property during the term of this Agreement (including the initial or any renewal term) enters into an agreement to purchase the Property anytime during the term of this Agreement or during the initial term of the lease (if the initial term of the lease ends after the expiration of this Agreement), Owner agrees to pay Agent a fee of N/A, which shall be due and payable upon closing on the Property.

(c) **Fee Owed at Termination at Conclusion of Initial or Renewal Term.** Upon termination of this Agreement by Owner at the conclusion of the Initial or a Renewal Term, Owner shall pay Agent an amount equal to the Fee Agent would have been entitled to receive during the remaining term of any rental agreement in effect at the time of Owner's termination.



4. **Early Termination Fee:** IF, PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM OF THIS AGREEMENT, (I) OWNER TRANSFERS THE PROPERTY (WHETHER BY SALE OR OTHERWISE), (II) OWNER TERMINATES THIS AGREEMENT WITHOUT LEGALLY SUFFICIENT CAUSE, OR (III) AGENT TERMINATES THIS AGREEMENT FOR LEGALLY SUFFICIENT CAUSE, OWNER SHALL PAY AGENT AN AMOUNT EQUAL TO THE FEE AGENT WOULD HAVE BEEN ENTITLED TO RECEIVE DURING THE BALANCE OF THE THEN-EXISTING TERM OF THIS AGREEMENT, INCLUDING ANY FEE OWED UNDER PARAGRAPH 3(c).

5. **Other Fees:** Agent may charge tenants reasonable administrative fees permitted by law and retain any such fees, including but not limited to, fees to cover the costs of processing tenant rental applications. If, in Agent's discretion, tenant leases provide for late payment fees and/or returned check fees, such fees, when collected by Agent, shall belong to L&E Properties (Owner or Agent). Fees for purposes covered under the Tenant Security Deposit Act will be collected, held and disbursed in accordance with the Act and paragraphs 10, 17, and 21 of this Agreement.

6. **Authority and Responsibilities of Agent:** During the time this Agreement is in effect, Agent shall:

- (a) Use reasonable skill, care, and diligence to manage the Property;
- (b) OFFER THE PROPERTY FOR RENT IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS, REGULATIONS AND ETHICAL DUTIES, INCLUDING BUT NOT LIMITED TO, THOSE PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION OR GENDER IDENTITY IN THE LEASING OF THE PROPERTY; USE AGENT'S BEST EFFORTS TO SOLICIT, SECURE AND MAINTAIN TENANTS, INCLUDING THE AUTHORITY TO NEGOTIATE, EXECUTE, EXTEND AND RENEW LEASES IN OWNER'S NAME FOR TERMS NOT IN EXCESS OF One (1) Year;
- (c) Collect all rentals and other charges and amounts due under tenant leases and give receipts for amounts so collected;
- (d) Deliver to Owner within 45 days following the date of execution of any rental agreement an accounting which sets forth the name of the tenant, the rental rate and rents collected, and promptly provide a copy of any rental agreement to Owner upon reasonable request;
- (e) Provide Owner monthly statements of all monies received and disbursed in connection with Agent's management of the Property, and remit to Owner rental proceeds collected, less any deductions authorized hereunder; provided: (1) this shall not constitute a guarantee by Agent for rental payments that Agent is unable to collect in the exercise of reasonable diligence; (2) if, pursuant to this Agreement or required by law, Agent either has refunded or will refund in whole or in part any rental payments made by a tenant and previously remitted to Owner, Owner agrees to return same to Agent promptly upon Agent's demand; and (3) any rents pre-paid by a tenant shall be held in trust by Agent and disbursed to Owner as and when they become due under the terms of the tenant's lease;
- (f) Make arrangements on Owner's behalf for any repairs which, in Agent's opinion, may be necessary to preserve, maintain and protect the Property; provided, Agent may not make arrangements for any repairs that exceed \$ 500.00 without prior written approval of Owner, except that in the case of an emergency, Agent may, without prior approval, make arrangements for whatever expenditures on behalf of Owner that are reasonably necessary to preserve the Property or prevent further damage from occurring;
- (g) Answer tenant requests and complaints and perform the duties imposed upon Owner by tenant leases or any local, state or federal law or regulations, including the authority to purchase such supplies and hire such labor as may be necessary in Agent's opinion to accomplish any necessary repairs;
- (h) Retain such amounts from Owner's rental proceeds as may be necessary from time to time to pay expenses associated with the management and operation of the Property for which Owner is responsible hereunder. Agent will establish and maintain a fund on Owner's behalf in the amount of \$ _____ from which expenses may be paid, but Owner acknowledges and understands that Agent may from time to time retain additional amounts as Agent notifies Owner in advance in writing are reasonably necessary; Negotiate partial refunds with tenants if, in Agent's reasonable opinion, the tenant's use and enjoyment of the Property has been or will be materially and adversely affected as a result of a defect in the condition of the Property (such as a repair to the electrical, plumbing, sanitary, heating or ventilating facilities or a major appliance that cannot be made reasonably and promptly);
- (i) Institute and prosecute such proceedings in small claims court as may be necessary and advisable, in Agent's opinion, to recover rents due the Owner from tenants or to evict tenants and regain possession, including the authority, in Agent's discretion, to settle, compromise and release any and all such small claims proceedings; provided, that with respect to any such small claims proceeding, Agent shall have actual knowledge of the facts alleged in the complaint; and
- (j) Disbursement of tenant security deposits shall be made (i) in Agent's sole discretion; (ii) in compliance with the NC Tenant Security Deposit Act (Chapter 42, Article 6 of the NCGS); & (iii) in accordance with paragraphs 9 & 10. (m) Owner hereby waives liability and/or responsibility of Agent for the management of Owner's personal property left in the Property.

7. **Cooperation With/Compensation To Other Agents:** Agent has advised Owner of Agent's company policies regarding cooperation and the amount(s) of any compensation, if any, that will be offered to subagents, tenant agents or both. Owner authorizes Agent to *(Check ALL applicable authorizations)*:

- ☐ Cooperate with subagents representing only the Owner and offer them the following compensation: _____
- ☒ Cooperate with tenant agents representing only the tenant and offer them the following compensation: Compensation paid by L&E Properties
- ☐ Cooperate with and compensate agents from other firms according to the attached company policy.

Agent will promptly notify Owner if Agent offers compensation to a cooperating agent(s) that is different from that set forth above.

8. **Marketing.** Owner authorizes Agent to advertise the Property in such manner as may be appropriate in Agent's opinion, including the authority to: *(Check ALL applicable sections)*

- ☒ place "For Rent" signs on the Property (where permitted by law and relevant covenants) and to remove other such signs.
- ☒ submit pertinent information concerning the Property to any listing service of which Agent is a member or in which any of Agent's associates participates and to furnish to such listing service notice of all changes of information concerning the Property authorized in writing by Owner. Owner authorizes Agent, upon execution of a rental contract for the Property, to notify the listing service of the rental, and to disseminate rental information, including rental price, to the listing service, appraisers and real estate brokers.
- ☒ advertise the Property in non-Internet media, and to permit other firms to advertise the Property in non-Internet media to the extent and in such manner as Agent may decide.
- ☒ display information about the Property on the Internet either directly or through a program of any listing service of which the Agent is a member or in which any of Agent's associates participates, and to authorize other firms who belong to any listing service of which the Agent is a member or in which any of Agent's associates participates to display information about the Property on the Internet in accordance with the listing service rules and regulations. Owner also authorizes any listing service of which Agent is a member or in which any of Agent's associates participates to use, license or sell to others information about the Property entered into the listing service. Owner specifically authorizes the display of the address of the Property, automated estimates of the market value of the Property and third-party comments about the Property. If Owner desires to limit or prohibit Internet advertising as set forth above, Owner must complete an opt-out form in accordance with listing service rules.

(NOTE: NCAR Form #105 may be used to limit or prohibit Internet advertising and explains how such limitations may or may not be effective.)

9. **Representations of Owner.** Owner represents to the best of Owner's knowledge that at the time of entering into this Agreement:

- (a) Owner is not under bankruptcy protection under United States law;
- (b) The Property is not subject to a foreclosure proceeding;
- (c) All past and current property taxes, mortgage payments, governmental or owners' association assessments associated with the Property have been paid

10. **Responsibilities of Owner.** During the time this Agreement is in effect, Owner shall:

- (a) Be responsible for all costs and expenses associated with the maintenance and operation of the Property in accordance with the requirements of: (i) NC General Statutes Section 42-42, including but not limited to the placement of new batteries in a battery-operated smoke or carbon monoxide alarm at the beginning of a tenancy, (ii) any other local, state or federal law or regulations, and (iii) tenant leases, and advance to Agent such sums as may be necessary from time to time to pay such costs and expenses;
- (b) Provide funds to Agent promptly upon Agent's request for any cost or expense for which Owner is responsible that Agent, in Agent's discretion, incurs on Owner's behalf, including but not limited to, the costs of advertising, emergency maintenance and repairs, utilities, property taxes, owners' association dues and assessments, court costs and attorney's fees; and further, pay interest at the rate of Five Point Zero percent 5.000 % per year on the amount of any outstanding balance thereof not paid to Agent within 90 days of Agent's written request therefore;
- (c) NOT TAKE ANY ACTION OR ADOPT ANY POLICY THE EFFECT OF WHICH WOULD BE TO PREVENT AGENT FROM OFFERING THE PROPERTY FOR RENT IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS, REGULATIONS AND ETHICAL DUTIES, INCLUDING BUT NOT LIMITED TO, THOSE PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION OR GENDER IDENTITY IN THE LEASING OF THE PROPERTY;
- (d) Carry and maintain continuously, at Owner's expense, comprehensive general liability insurance against claims or demands arising out of, or in any way connected with, the operation, leasing and maintenance of the Property, including

property damage and bodily injury, in the amount of not less than \$ _____, which policy shall, without cost to Agent, include Agent as an additional insured, and provide at least annually a copy of such insurance policy or policies to Agent upon Agent's request;

(Name of insurance agent: _____; telephone no.: _____)

Owner is advised to consult with an insurance professional for advice on how much comprehensive general liability insurance Owner should carry on the Property. See paragraph 35.

- (e) Indemnify and hold Agent harmless to the extent allowable by law from any and all costs, expenses, attorneys' fees, suits, liabilities, damages or claims for damages, including but not limited to, those arising out of any injury or death to any person or loss or damage to any property of any kind whatsoever and to whomsoever belonging, including Owner, in any way relating to the management of the Property by Agent or the performance or exercise of any duty, obligation or authority set forth herein or hereafter granted to Agent, or arising out of a tenant's breach of any lease for the Property, except to the extent that such may be the result of gross negligence or willful or intentional misconduct by Agent;
- (f) Be responsible for timely payment of all property taxes, mortgage payments, governmental or owners' association assessments associated with the Property, and any other expenses which could become a lien against the Property, and for promptly notifying Agent in the event that Owner receives any notice(s) from the holder of any loan or from any other lien holder of any kind, regarding a default in payment, threatened foreclosure or the filing of a foreclosure proceeding; and
- (g) **In regards to (d) above, Owner shall, at Owner's expense, obtain and maintain a landlord insurance policy on the Property during the entire term of this Agreement, including any extensions and renewals. Amount of coverage to be determined by Owner and Owner's insurance agent. Owner will supply proof of coverage at any time it is requested by Agent.**

11. **Tenant Security Deposits.** Agent may, in Agent's discretion, require tenants to make security deposits in an amount permitted by law to secure tenants' lease obligations (such security deposits shall hereinafter be referred to as "Tenant Security Deposits"). If the Agent requires Tenant Security Deposits, they shall be placed in a trust account in Agent's name in a North Carolina bank or savings and loan association. Upon the commencement of this Agreement, Owner shall deliver to Agent a list of any current tenants who previously made Tenant Security Deposits under existing leases and the amounts thereof. Simultaneously therewith, any such Tenant Security Deposits shall be placed in a trust account in Agent's name in a North Carolina bank or savings and loan association, and shall thereafter be administered in accordance with this Agreement.

12. **Pets.** Tenants (check one of the following) ☒ shall not be allowed to bring Pets onto the Property ☐ shall be allowed to bring pets onto the Property on a case-by-case basis in accordance with Agent's company policy, a copy of which shall be provided to Owner and made a part of any rental agreement. Owner acknowledges and understands that whether or not pets are allowed, a person who has a demonstrated need for an assistance animal which alleviates one or more of the identified symptoms or effects of an existing disability has the legal right to be accompanied by an assistance animal in the Property, that no pet fee may be charged to such person, but that such person would be liable for any damage done by the assistance animal to the Property.

13. **Smoking.** Smoking cigarettes, cigars, pipes or any other tobacco or lighted product of any kind shall be:

- ☒ prohibited in any interior portion of the Premises, including any detached structures
☐ permitted on the Premises
☐ prohibited or permitted in accordance with Agent's company policy, a copy of which is attached hereto

14. **Owner/Condo Association** ☒ (check if applicable).

- ? Name of association: _____
- Name of association property manager: _____
- Property manager address and phone number: _____
- Association website address, if any: _____

☒ Owner ☐ Agent (check one) will pay regular association dues to the association. If Agent is to pay, Owner will remain responsible for the amount of such payment in accordance with Paragraph 10 of this Agreement.

15. **Sewage Disposal.** Owner represents that the Property is served by (check one): ☐ public sewer ☐ septic tank. If served by a septic tank, Owner understands and acknowledges that occupancy will be limited to the number of bedrooms permitted by the septic permit.

16. **Occupancy Limits.** Owner understands and acknowledges that whether the Property is served by public sewer or septic system, occupancy of the Property shall generally be limited to two persons per bedroom, but that other factors, including local occupancy limits and State and Federal Fair Housing laws, may affect maximum occupancy of the Property.

17. **Service Contracts.** Owner represents that the service contracts identified below are in existence as of the Effective Date of this Agreement. Owner acknowledges and understands that Agent's agreement to be responsible for payment of any such contract does not relieve Owner of responsibility for the amount of any such payment in accordance with Paragraph 10 of this Agreement.

Service contract (insert provider name and contact information in blank)	Owner pays	Agent pays	N/A
Home warranty: _____	☐	☐	☐
Pest Control: _____	☐	☐	☐
HVAC: _____	☐	☐	☐
Lawn Service: _____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐

18. **Trust Account Interest.** Agent may, in Agent's discretion, place gross receipts and collections, including Tenant Security Deposits, in an interest bearing trust account in the name of Agent in an insured bank or savings and loan association in North Carolina. Interest on any such amounts shall belong to _____ N/A (Owner or Agent), except that with respect to any Tenant Security Deposits, tenant leases shall specify, in Agent's discretion, whether such interest shall be payable to Owner or to the tenant. If the lease provides that such interest is payable to the tenant, Agent shall account for the interest in the manner set forth in such lease. If the lease provides that such interest is payable to Owner or as Owner directs, then such interest shall be paid to Owner or Agent as set forth above. Agent may remove any interest payable to Agent from the account at all times and with such frequency as is permitted under the terms of the account and as the law may require.

19. **Entry by Owner.** Owner agrees that neither Owner nor any third party acting at Owner's direction, shall enter the Property for any purpose whatsoever during any time that it is occupied by a tenant in the absence of reasonable notice to Agent or tenant and scheduling by Agent or tenant of an appropriate time for any such entry.

20. **Lead-Based Paint/Hazard Disclosure.** If the Property was built prior to 1978, Landlord understands that Landlord is required under 42 U.S.C. 4852(d) to disclose information about lead based paint and lead based paint hazards, and that Agent is required to ensure Landlord's compliance with said law. Landlord agrees to complete and sign a "Disclosure Of Information On Lead Based Paint And Lead Based Paint Hazards" form (NCAAR form #430-T), photocopies of which will be provided by Agent to prospective tenants. In the alternative, Landlord authorizes Agent, in Agent's discretion, to fulfill Landlord's disclosure obligations by completing and signing said form on Landlord's behalf based on information provided by Landlord to Agent.

21. **Tenant Information.** Owner acknowledges and understands: (i) that state and federal laws regulate the maintenance and disposal of certain personal information of consumers, such as social security numbers, drivers' license numbers, account numbers and other numbers that may be used to access a person's financial resources, and (ii) that contractual limitations with third-party providers of credit reports or other background information relating to prospective tenants may limit or prohibit Agent's dissemination of such reports/information. Owner agrees that Agent shall not be required to disclose any such information to Owner about a tenant or prospective tenant, and that if Agent does disclose any such information to Owner, Owner will indemnify and hold Agent harmless from any and all costs, expenses, attorneys' fees, suits, liabilities, damages or claims for damages as set forth in paragraph 10(e) of this Agreement as a result of the disclosure of any such information to or by Owner.

22. **Duties on Termination.** Upon termination of this Agreement by either party, each shall take such steps as are necessary to settle all accounts between them, including, but not limited to, the following:

- (a) Agent shall promptly render to Owner all rents then on hand after having deducted therefrom any Agent's fees then due and amounts sufficient to cover all other outstanding expenditures of Agent incurred in connection with operating the Property;
- (b) Agent shall transfer any security deposits held by Agent to Owner or such other person or entity as Owner may designate in writing; provided, Owner understands and acknowledges that the Tenant Security Deposit Act requires Owner to either deposit any such deposits in a trust account with a licensed and insured bank or savings institution located in North Carolina, or furnish a bond from an insurance company licensed to do business in North Carolina; and provided further, Owner shall be responsible for any out-of-pocket transfer costs incurred by Agent;
- (c) Owner shall promptly pay to Agent any fees or amounts due the Agent under the Agreement or any current rental agreement and shall reimburse Agent for any expenditures made and outstanding at the time of termination;
- (d) Agent shall deliver to Owner copies of all tenant leases and other instruments entered into on behalf of Owner (Agent may retain copies of such leases and instruments for Agent's records); and
- (e) Owner shall notify all current tenants of the termination of this Agreement and transfer of any advance rents and security deposits to Owner.

23. Sale of Property. In the event Owner desires to sell the Property through Owner's own efforts or those of a firm other than Agent, Owner shall: (a) promptly notify Agent that the Property is for sale and, if applicable, disclose to Agent the name of the listing firm; and (b) promptly notify Agent if the Property goes under contract and disclose to Agent the agreed-upon closing date. In addition, and without limiting any fee to which Agent may be entitled under paragraph 4, Owner agrees to pay Agent a fee of N/A as consideration for transition and sale assistance services provided by Agent.

24. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No modification of this Agreement shall be effective unless it is in writing and executed by all parties hereto.

25. Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.

26. Governing Law; Venue. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and that in the event of a dispute, any legal action may only be instituted in the county where the Property is located.

27. Relationship of Parties. Although Owner and Agent agree that they will actively and materially participate with each other on a regular basis in fulfilling their respective obligations hereunder, the parties intend for their relationship to be that of independent contractors, and nothing contained in this Agreement shall be construed to create a partnership or joint venture of any kind.

28. Exclusivity. Owner agrees that Agent shall be the exclusive rental agent for the Property, and that no other party, including Owner, shall offer the Property for rent during the time this Agreement is in effect. Any rent nevertheless received by Owner or any third party will be transferred to Agent and thereafter accounted for as if originally received by Agent, including the deduction therefrom of any fee due Agent hereunder.

29. Default. If either party defaults in the performance of any of its obligations hereunder, in addition to any other remedies provided herein or by applicable law, the non-defaulting party shall have the right to terminate this Agreement if, within thirty days after providing the defaulting party with written notice of the default and the intent to terminate, the default remains uncured. Notwithstanding the foregoing, Agent shall have the right to terminate this Agreement immediately on written notice in the event Owner seeks bankruptcy protection, or the Property becomes subject to a foreclosure proceeding, or Owner fails to promptly pay for any costs associated with Owner's obligations under NC General Statutes Section 42-42 or to advance to Agent such sums as may be necessary to pay such costs.

30. Costs in Event of Default. If legal proceedings are brought by a party to enforce the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all expenses (including, but not limited to, reasonable attorney fees, legal expenses and reasonable costs of collection) paid or incurred by such prevailing party in endeavoring to enforce the terms, conditions, or provisions of this Agreement and/or collect any amount owing in accordance with this Agreement.

31. Authority to Enter into Agreement; Principal Contact. Owner represents and warrants to Agent that Owner has full authority to enter into this Agreement, and that there is no other party with an interest in the Property whose joinder in this Agreement is

necessary. Either Agent of L&E Properties or Representative of L&E Properties shall serve as Owner's principal contact for purposes of making all decisions and receiving all notices and rental payments contemplated by this Agreement, and all persons signing this Agreement as Owner hereby appoint either of said persons as Owner's agent and attorney-in-fact for the purposes set forth in this section.

32. Use of Electronic Means; Notice. The parties agree that electronic means may be used to sign this Agreement or to make any modifications the parties may agree to, and that any written notice, communication or documents may be transmitted to any mailing address, e-mail address, cell phone number or fax number used by the parties to communicate during the course of this Agreement. Either party may change the address to which any notice or documents should be sent by written notification to the other party in a manner permitted by this paragraph.

33. Video/audio/surveillance device(s). Owner agrees to promptly disclose to Agent the existence and location of any video/audio/surveillance device(s) located anywhere on the Property. Owner further agrees, during any time that the Property is occupied by a tenant, (i) to remove or disable/surrender access to any video/audio/surveillance device(s) inside any dwelling on the Property, and (ii) to remove or disable/surrender access to any audio device(s) located anywhere on the Property outside any dwelling.

WARNING: IT MAY BE A CRIME UNDER FEDERAL AND STATE LAWS TO LISTEN TO OR RECORD AN ORAL COMMUNICATION THROUGH THE USE OF ANY ELECTRONIC, MECHANICAL OR OTHER DEVICE WITHOUT THE CONSENT OF A PARTY TO THAT COMMUNICATION.

34. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, legal and personal representatives, successors and permitted assigns of the parties.

35. Assignments by Agent; Change of Ownership. Owner agrees that at any time during the term of this Agreement, Agent may either assign Agent's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Agent's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina, and provided further that Agent promptly notifies Owner of such assignment or transfer. In the event of any such assignment or transfer, Owner may, in addition to all other termination rights hereunder, for a period of sixty (60) days' following the effective date of any such assignment or transfer, terminate this Agreement without cause on sixty (60) days' prior written notice to the assignee or transferee of Owner's intent to terminate this Agreement.

36. Other Professional Services. Owner acknowledges that Agent is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Owner at Owner's expense, including but not limited to an attorney, insurance agent, tax advisor, engineer, home inspector, environmental consultant, architect, or contractor. If Agent procures any such services at the request of Owner, Owner agrees that Agent shall incur no liability or responsibility in connection therewith.

37. Addenda. Any addenda to this Agreement are described in the following space and attached hereto: Addendum to Exclusive Property Management Agreement is attached and hereto and shall be deemed fully integrated herein by all parties.

The parties agree that any such addenda shall constitute an integral part of this Agreement. In the event of a conflict between this Agreement and any such addenda, the terms of such addenda shall control.

38. Other

THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

OWNER:

(SEAL) DATE: _____

(SEAL) DATE: _____

(SEAL) DATE: _____

(SEAL) DATE: _____

AGENT: **L&E Properties**

[Name of real estate firm]

BY: _____ Individual license # **234567** DATE: _____
[Authorized Representative]
L&E Properties

Address: **105 Oakland St, Mount Holly, NC 28120-1611**

Telephone: **(704)827-0801** Fax: **(980)277-5301** Email: **rentals@leproperties.com**

Owner: _____

Address: _____

Contact information: _____

Home Work Cell Email

Owner: _____

Address: _____

Contact information: _____

Home Work Cell Email

Owner: _____

Address: _____

Contact information: _____

Home Work Cell Email

Owner: _____

Address: _____

Contact information: _____

Home Work Cell Email

ADDENDUM

PROPERTY:

1) Method of Compensation

\$100.00, whichever is greater. 50% of one full month rental amount for tenant placement. \$150.00 lease transfer fee for each occupied unit transferred to L&E Properties for management services. \$150.00 eviction services on tenants not placed by L&E Properties, plus filing cost, and an additional \$100.00 if the writ of possession and lockout are required, plus filing cost.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Date: _____

Date: _____

Signature _____

Signature _____

Date: _____

Date: _____

Signature _____

Signature _____

Addendum

ADDENDUM TO
EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT
Long-term Rental Property

1.01. This Addendum To Exclusive Property Management Agreement ("Addendum") shall amend and modify the Exclusive Property Management Agreement ("Agreement") entered into by and between _____ ("Owner") and **L & E Properties** ("Agent") dated _____.

1.02. In consideration of the promises contained herein, it is hereby expressly agreed between Owner and Agent that this Addendum shall amend, alter, modify, or extend the Agreement to the extent that this Addendum conflicts with, is contrary to, or supplements the terms of the Agreement. It is further expressly agreed between the Owner and the Agent that this Addendum and its terms and conditions shall be incorporated into the Agreement.

1.03. **Definitions.** The following terms used in this Addendum shall have the following meanings:

"**Emergency**" shall mean a condition on, in, or around the Property which has caused, or has a reasonable likelihood to cause either: (i) physical harm; (ii) damage to the Property; or (iii) a substantial interference with the tenants use and enjoyment of the property.

"**Foreclosure Proceeding**" shall mean any filing or notice of filing of a foreclosure action under power of sale or a judicial foreclosure proceeding or a notice of intent of either.

"**Property**" shall mean the real property described in Section 1 of the Agreement.

"**Reverting Account**" shall mean a deposit account held with a utility provider in the Owner's name which allows the utilities to be turned on or remain on when the utilities are not in the name of a tenant.

1.04. The following terms and conditions are hereby expressly agreed to by and between Owner and Agent:

(a). In the event that the Property shall be the subject of a foreclosure proceeding, then Agent shall, upon receipt of notice of foreclosure, be authorized to suspend further rent payments from tenant(s) as compensation to tenant(s) for being displaced. Further, at such time as Tenant shall vacate the Property in anticipation of the pending foreclosure, then Agent shall refund to tenant(s) the security deposit as provided for in the Agreement.

(b). In the event that Agent is required to make repairs under the provisions of Section 5 of the Agreement, then Agent is authorized, without prior notice to Owner, to complete the repairs and pay for such repairs from rent collected but not yet disbursed. Agent is authorized to use its best judgment regarding these repairs and is held harmless from any claim by Owner for such expenditures where Agent has acted or is acting in good faith. In the event of an emergency where Agent is unable to reach Owner within thirty (30) minutes of notification of emergency by tenant(s), Agent will dispatch a contractor to make repair(s). Payment for such repair(s) shall be made from rent collected but not yet disbursed.

(c). Agent will, upon Owner's request, provide Owner with an estimate from our preferred vendor or recommendations for contractors to make repairs or improvements. Any contractor may or may not be directly

(Initial)

(Initial)

(Initial)

(Initial)

or indirectly affiliated with Agent, however Owner has the right to choose Owner's own contractor to make repairs or improvements to the Property without regard to the estimates or recommendations provided by Agent. Owner must provide approval for any estimates in writing and is responsible for signing any forms required by contractors. All estimates and invoices will have Owner's name and will reference the property address where repair or improvement occurred. Agent will coordinate with contractors for access to Property for repairs or improvements. Any issues, concerns or disputes that arise must be handled between Owner and the vendor directly.

(d). Owner agrees to maintain lawns, grounds, and exterior of the Property during any vacancy periods. If Owner does not maintain the lawns, grounds, and exterior in a timely manner, Agent is hereby authorized to dispatch a contractor to perform the maintenance and Owner shall reimburse Agent for such expenses.

(e). Owner shall set up a reverting account, in Owner's name, with any and all utility companies in order for the utilities to remain on for cleaning and repairs. If Owner does not have a reverting account set up, Owner will be responsible for contacting all utility companies associated with the property to have services turned on and Owner will be responsible for arranging to have services disconnected prior to any tenant(s) taking possession of the property. Agent will not have any utility services connected in Agent's name.

(f). In the event of dispute between Owner and a tenant(s) or vendor, Owner hereby releases Agent of liability for any and all claims by tenant(s) or vendor and further holds Agent harmless for any action or inaction taken on the part of Agent in connection with such dispute.

This the _____ day of _____

L & E Properties . (SEAL)

Owner (SEAL)

Owner (SEAL)

(Initial) (Initial) (Initial) (Initial)



To: City Council
From: Greg Beal, Planning Director

Date: 12-7-22
Meeting Date: 12-12-22

Agenda Item to be considered: Consideration and approval of participation in density averaging credits for the Mount Holly Medical Office Park project.

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request: Over the past few months, City Council approved text amendments to the Watershed Overlay District Ordinance to allow for State-mandated density averaging credits. An additional text amendment to Section 12.10 was approved in October to appoint the Board of Adjustment as the approval authority for density averaging applications, as typical and as the Board already serves as the Watershed Review Board for watershed variances and interpreting watershed boundaries. This was done in an effort to assist commercial development in areas where maximum impervious surface prohibited full development of the property, while preserving other areas within the same WS-IV Lake Wylie Critical or Protected Watershed. Staff has no concerns on the approved ordinances, as they are authorized and meet NC General Statutes 143-214.5(d)(2). Additionally, the State Department of Environmental Quality has provided guidance throughout the process.

At this stage, City staff has approved a minor subdivision plat for the development of up to four parcels along Caldwell Drive. First round comments have been sent and mostly addressed for the development of the first two of a potential, four medical office buildings. The 14-acre development is capped at 50% impervious surface through the use of BMPs (i.e. retention pond). The developer would need 6-acres of credits from a surveyed property, preferably from the 170.3 acre Upper Lake Wylie Conservation Easement, which is owned by the City. This conservation property is approved for such things as passive recreation, trails, bridge crossings to meet the purpose of the preservation of riparian buffers and natural areas in the protection of water quality. This is outlined in the first section of the Conservation Easement Agreement.

Davis Moore Healthcare does not wish to proceed down the established route, outlined in the Density Averaging Ordinance, of applying for density averaging credits without City Council's approval to participate in such. While commitments can be captured in a separate legal agreement under proper advisement and consultation through the City Attorney, the ordinance for density averaging requires an application, survey, metes and bounds description and deed restrictions as part of the review and approval process before the Board of Adjustment. Simply put, this responsibility will fall on Davis Moore Healthcare, and they do not want to spend thousands of dollars through attorney, survey and civil engineer consultation fees, if Council does not wish to participate in this endeavor.

John Stubbs, Davis Moore Healthcare, has supplied a letter of request for density credits from the City, which is attached. Per the letter, Phase 2 of the project is not possible through the existing impervious surface limits. Through the City's donation of 6-acres of credits, two additional, tenant-driven buildings will be constructed at an estimated investment of \$30 million, with permanent jobs being dependent on the tenants of these two buildings. It is estimated that the City will receive \$116,400 annually for these buildings in property taxes alone.

Additionally, Planning staff has outlined the scenario of the conservation property as the donating property in the same watershed. Paul Clark, NC Stormwater Program Coordinator, noted in an email, dated Monday, December 5th, by writing: *Both donating and receiving*

parcels are located in WS IV Critical Area. Under high density option, both parcels could develop up to 50 percent impervious cover given stormwater control measures are used to manage stormwater associated with impervious cover greater than 24 percent.

Donating parcel will not be developed and will have zero percent impervious cover. It is donating its allocation to receiving parcel.

Receiving parcel will develop up to 71 percent impervious cover. The average density of the donating and receiving parcels is 35.5 percent (below 50 percent impervious cover limit).

Density averaging transaction reminders:

1. Accurate tracking
2. metes and bounds description of areas to remain vegetated and limits on use shall be recorded on subdivision plat, in homeowners' covenants, and on individual deed and shall be irrevocable

Again, the review and approval process will follow the evidentiary hearing process under the Board of Adjustment. However, as the governing board, the City-owned conservation property needs direction and approval from City Council for its participation in the density credits for economic development purposes in this scenario.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☒ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A
Preaudit Certification required	☐ YES	☐ NO	☒ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A
Budget Transfer required	☐ YES	☐ NO	☒ N/A
Total City Dollars:			
Budget Code			
Reviewed by City Attorney	☒ YES	☐ NO	☐ N/A

Manager/Staff Recommendation:

Staff recommends approval of participation in the density averaging credit program with Davis Moore Healthcare, the terms of which can be outlined in a separate agreement to be prepared by the City Attorney and considered by Council at a later date.

Attachments:

- 1. Letter of Request from Davis Moore Healthcare**
- 2. Map (Please note that Gaston County GIS lists this area as a 145.1-acre tract)**
- 3. Conservation Easement Agreement**

September 27, 2022

Mr. Miles Braswell
Mount Holly City Manager
131 South Main Street
Mount Holly, North Carolina, 28120

RE: Watershed Overlay District Request-Caldwell Drive

Dear Miles,

I hope this letter finds you well. By way of introduction, my name is John Stubbs and I work with the healthcare practice group at Davis Moore. I am currently working with Greg Beal and other town officials on a possible development on Caldwell Drive we plan to call "Mount Holly Medical Park". Our aim is to develop a first-class ambulatory medical campus much as we have done for many other of our clients across North Carolina. We are excited about the growth in Mt Holly and surrounding communities, and we hope to develop a project that works well for medical users while also fitting in well with the surrounding area. To that end, the existing cap on impervious surface allowances in the area of Caldwell Drive make our project unrealistic and not financially possible.

We are hoping to deliver the Mount Holly Medical Park project in 2 phases:

- **Phase 1:** The first phase of the project will consist of two (2) medical office buildings totaling ~40,000 SF. This phase is achievable under the current impervious allowance of 50% coverage across the property.
- **Phase 2:** The second phase will possibly consist of two (2) additional buildings that will likely be office, hotel, or additional medical uses within the project. However, these additional buildings would currently require the use of pervious pavers to be compliant with the site's impervious allowance. The additional cost of pervious pavers to the project makes the second phase impactable from an economic perspective.

We are pleased the city of Mount Holly has recently decided to participate in a North Carolina state-wide program relating to Watershed Overlay Districts – allowing municipalities to contribute impervious credits to other parcels. We are interested in participating in Lake Wylie Critical Watershed Density Averaging Credits, for our proposed 14-acre project (parcel ID: 3595559296), from the City of Mount Holly. For our project to work financially, we need impervious surface credits for approximately six (6) acres of conservation land owned by the city along the Catawba River, which is in the same critical watershed. This would make our site compliant with our impervious allowance and allow us to plan for the second phase of the project.

Phase 1 of the project is estimated to be ~\$24MM in project costs and create approximately 60 permanent jobs and many more jobs during the construction period. Phase 2 is estimated to be ~\$30MM in project costs and estimated permanent jobs will depend on future uses.

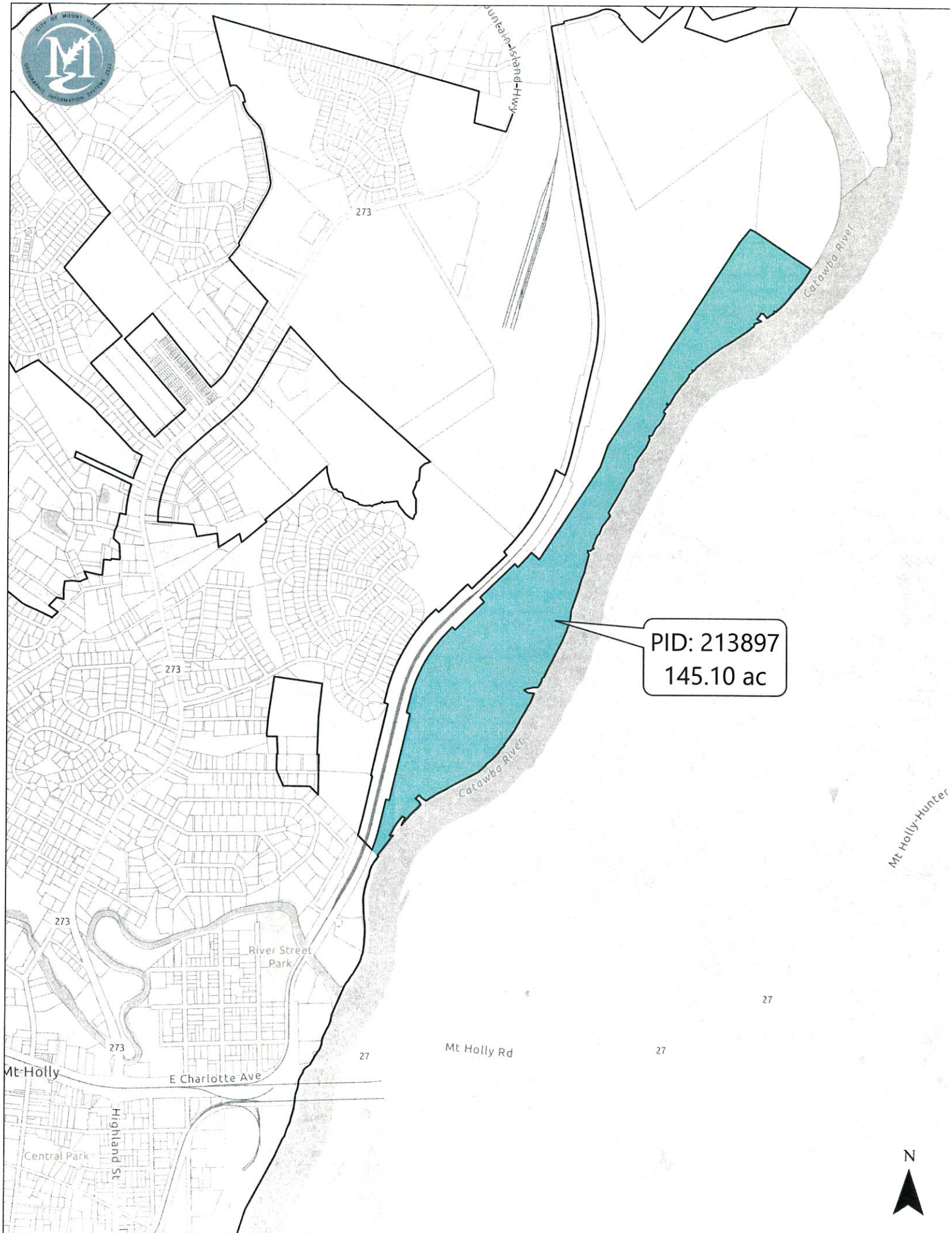
Thank you for your consideration and please do not hesitate to reach out if we can provide any further details about the project or any of our past projects. We are excited about this project's potential and the positive impact it will have on the surrounding area for years to come.

Sincerely,

A handwritten signature in black ink, appearing to read "John Stubbs". The signature is fluid and cursive, with the first name "John" being more prominent than the last name "Stubbs".

John Stubbs

C: Greg Beal



PID: 213897
145.10 ac

Mt Holly Hunter



Doc ID: 011894680011 Type: CRP
Recorded: 06/25/2007 at 04:40:22 PM
Fee Amt: \$44.00 Page 1 of 11
Excise Tax: \$0.00
Instr# 200700063070
Gaston, NC
Susan S. Lookridge Register of Deeds
BK4331 PG1656-1666

// RECORDING FEE 44.00

CONSERVATION EASEMENT
→ Crescent Resources/ Upper Lake Wylie

Prepared by: Ms. Robin M. Hammond, Esq. and Kemp A. Michael, attorney

After Recording Return to: Ms. Robin M. Hammond, Esq.
Real Property Counsel
NC Clean Water Management Trust Fund
1651 Mail Service Center
Raleigh, NC 27699-1651

NORTH CAROLINA

GASTON COUNTY

Parcel No. 123367, 180027, 180028, 180030, 180031,
180032, 210187, and p/o 210100

CWMTF No. 2004B-022

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made on this 22 day of June, 2007 by and between the CITY OF MOUNT HOLLY, a North Carolina municipal corporation, with its address at P.O. Box 406, Mount Holly, NC 28120 ("Grantor") and THE STATE OF NORTH CAROLINA ("State" or "Grantee"), acting by and through the North Carolina Clean Water Management Trust Fund ("CWMTF" or "Fund"), an independent agency of the State with its address at 1651 Mail Service Center, Raleigh, NC, 27699-1651.

RECITALS AND CONSERVATION PURPOSES

A. Grantor is the sole owner in fee simple of that certain real property consisting of three (3) tracts containing a total of 184.325 acres, more or less, located in Riverbend Township, Gaston County, North Carolina, and more particularly described as being all of Tracts A, B, and C as shown on that certain plat and survey, dated August 1, 2003, prepared by Ben M. Flowe, R.L.S. (the "Plat") and recorded in the Office of the Register of Deeds for Gaston County in Map Book 72, pages 5 and 6 (hereinafter, collectively referred to as the "Property").

B. The State of North Carolina will be the Grantee and holder of this Conservation Easement.

C. The State of North Carolina ("State") has enacted the Uniform North Carolina Conservation and Historic Preservation Agreements Act (the "Act"), Chapter 121, Article 4 of the North Carolina General Statutes ("NCGS"), which provides for the enforceability of restrictions, easements, covenants or conditions "appropriate for retaining in land or water areas predominantly in their natural, scenic, or open condition"

D. The Clean Water Management Trust Fund, ("CWMTF" or "Fund") with an address at 1651 Mail Service Center, Raleigh, North Carolina 27699-1651 is an independent agency of the State and is authorized by NCGS Chapter 113A, Article 18, to finance projects and to acquire land and interests in land, including conservation easements for

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riparian buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies.

E. Grantor and Grantee have agreed to set aside 170.325 acres of the Property consisting of Tracts A and C of the Property, hereinafter referred to as the "Easement Area," for the purpose of creating a Conservation Easement to preserve, enhance, restore, and maintain the natural features and resources of the Easement Area, to provide habitat for native plants and animals, to improve and maintain water quality, and to control runoff of sediment (hereinafter, collectively referred to as the "Conservation Values").

F. Grantor and Grantee recognize that the Easement Area is located adjacent to the UPPER LAKE WYLIE, the Easement Area has been deemed by the State to qualify as a riparian buffer, addressing the cleanup and prevention of pollution of the State's surface waters, and the establishment of a network of riparian buffers. Moreover, Grantor and Grantee recognize that the Easement Area has other Conservation Values including fish and wildlife conservation, open space, and scenic values.

G. Grantee has received or will receive a grant from the Fund, identified in Grant Agreement No. 2004B-022 entered into between the Grantee and the Fund and effective as of December 12, 2005 (the "Grant Agreement"), and in consideration of which grant the Grantee has agreed to obtain this Conservation Easement. The terms and conditions of the Grant Agreement are hereby incorporated by reference. It is on file and available for public inspection in the offices of the Grantee, the Fund, and the North Carolina Department of Environment and Natural Resources ("NC DENR").

H. The Grantor, Grantee, State and Fund (collectively referred to herein as the "Parties") hereto intend that the Conservation Values of the Easement Area will be preserved and managed in a manner that will protect the quality of waters of the UPPER LAKE WYLIE, and otherwise promote the public purposes authorized by NCGS Chapter 113A, Article 18, and as set forth in the Grant Agreement. The Parties further acknowledge and agree that Grantee will accept this Conservation Easement, that the State will be the ultimate Grantee and holder of this Conservation Easement, and that Grantor has received consideration for granting this Conservation Easement to the Grantee and thus restricting the uses of the Easement Area.

I. Grantor and Grantee acknowledge that the Easement Area is currently unimproved except for such utilities, easements, and rights of ways as shown on the Plat. The characteristics of the Easement Area, its current use and state of improvement are described in an Environmental Documentation Report (the "Report") that is on file in the offices of the Grantee and the Fund, and available for public inspection. The Parties acknowledge that the Report is the appropriate basis for monitoring compliance with the objectives of preserving the conservation and water quality values; and that it is not intended to preclude the use of other evidence (e.g. surveys, appraisals) to establish the present condition of the Easement Area if there is a controversy over such present condition.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Grantor hereby unconditionally and irrevocably gives, grants and conveys forever and in perpetuity to Grantee, its successors and assigns, and the Grantee hereby accepts, this Conservation Easement of the nature and character and to the extent hereinafter set forth in, over, through and across the Easement Area, together with the right and easement to preserve and protect the Conservation Values.

The purposes of this Conservation Easement are to provide environmental protection for surface waters and to protect the wildlife and natural heritage values and it shall be so held, maintained, and used therefore. It is the further purpose of this Conservation Easement to prevent any use of the Easement Area that will significantly impair or interfere with the preservation of said Conservation Values. Grantor intends that this Conservation Easement will restrict the use of the Easement Area to such activities as are consistent with the Conservation Values described in the "Recitals" above...

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ARTICLE I DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, its representatives, successors, assigns, lessees, agents and licensees.

ARTICLE II RIGHTS RESERVED TO GRANTOR

Grantor reserves certain rights accruing from its fee simple ownership of the Property, including the right to engage in or permit others to engage in the uses of the Easement Area that are not inconsistent with the purpose(s) of this Conservation Easement. All rights reserved by the Grantor are reserved for Grantors, their representatives, successors, and assigns, and are considered to be consistent with the conservation purposes of this Conservation Easement. The provisions, conditions, and restrictions of this Conservation Easement apply to the Property. Except for the specific restrictions and prohibitions made applicable herein to the Property, Grantor shall continue to own and may use the Easement Area in any lawful manner. Grantor expressly reserves the following rights:

A. Passive Recreational Use. Grantor reserves the right to engage and to permit others to engage in passive recreational uses of the Easement Area as provided herein, and by Fund approved amendments thereto, requiring minimal surface alteration of the land, so long as related alterations, construction, improvements, maintenance, activities and uses pose no threat to the conservation values of the Property.

B. Public Use and Access. Grantor reserves the right to allow public access and use of the Property for the purpose of creating open space with associated recreational activities, including, without limitation, conducting educational tours, scientific study, animal/plant observation, walking, non-motorized biking, fishing, horseback riding, and any other purposes consistent with these accepted uses and maintaining conservation values. All trails used for horseback riding must be located a minimum of fifty (50) feet from the top of the bank and tributaries of UPPER LAKE WYLIE. To accomplish the above uses, the Grantor may construct and maintain paved or unpaved trails, two (2) observation/viewing platforms, pedestrian footbridges, landscaping screening, and a gated entrance, which are provided by this Conservation Easement. All improvements shall be subject to the terms and conditions set forth herein and by the aforementioned Grant Agreement and Fund approved amendments.

C. Trails. Grantor reserves the right to construct and maintain paved or unpaved trails on the Property. All trails must be located at a minimum distance of fifteen (15) feet from the top of the bank and tributaries of UPPER LAKE WYLIE, unless such locations are physically impracticable. In the construction of such trails and when required by the terrain, boardwalks, ramps and handrails are permitted herein. If required, all trails and associated improvements may comply with the rules and regulations of the Americans with Disabilities Act of 1990, Title III regulations, ADA Standards for Accessible Design, 28 CFR Part 36, revised July 1994 and amendments thereto ("ADA") and with the American Association of State Highway and Transportation Officials ("AASHTO"). The Grantor may also construct and maintain park benches, litter receptacles, and trail/feature signs along the trails. All necessary care shall be taken to complete the construction of such features in a manner so as not to cause or allow sedimentation of UPPER LAKE WYLIE either during or after construction.

D. Observation/Viewing Platform. Grantor reserves the right to construct, maintain, and repair two (2) observation/viewing platform constructed of composite building materials on the Easement Area with optional bench seating, handrails, connecting steps and ramp as required by the terrain to be located on the bank of the UPPER LAKE WYLIE as allowed and approved by the North Carolina Division of Water Quality, provided such platform is connected to the trails constructed on the Property. Construction of such platform must comply with ADA. All necessary care shall be taken to complete the construction of such features in a manner so as not to cause or allow sedimentation of UPPER LAKE WYLIE either during or after construction.

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E. Early Successional Habitat Areas. The Parties agree and acknowledge that the Grantor reserves the right to establish and maintain existing areas located along UPPER LAKE WYLIE in early successional habitat for the purpose of providing habitat diversity for wildlife species and may include the planting of various grasses, forbs, and herbaceous vegetation.

F. Natural Community Restoration. The Parties hereto agree and acknowledge that the City reserves the right to perform all activities necessary to restore the natural plant and animal communities on the Property. All necessary care shall be taken to complete the construction of such features in a manner so as not to cause or allow sedimentation either during or after construction.

G. Pedestrian Foot Bridges. Grantor reserves the right to construct, maintain and gain access to pedestrian foot bridges to be constructed five (5) to ten (10) feet wide. Such bridges may be located across tributaries of UPPER LAKE WYLIE, provided such bridges are connected to the trails permitted herein.

H. Canoe Access. Grantor reserves the right to construct, maintain and repair one (1) canoe access site with launch and chute within the Easement Area to be located on the bank of UPPER LAKE WYLIE provided said access site is connected to the trails permitted herein.

I. Utilities. Utility easements of record on the date hereof and utility installations and facilities pursuant thereto are exempt from the restrictions described herein. The following conditions shall apply to new utility construction:

1. For new utility line construction, the Grantee shall investigate reasonable alternatives to placing any new utility lines within the conservation easements and shall avoid placing new utility lines within the conservation easements where possible.
2. Utilities shall be constructed and installed pursuant to a written utility easement agreement recorded in the local land records registry requiring that such construction and installation shall be conducted in a manner that minimizes interference with the Conservation Values.
3. All utility improvements shall be constructed pursuant to regulatory requirements and approvals, and in compliance with the terms and conditions of the Grant Agreement.
4. Sanitary sewer lines and wastewater collection systems, if any, shall be installed and maintained pursuant to all applicable federal, state and local laws, rules, statutes, ordinances, regulations and permits, specifically any permits required by the Department of Environment and Natural Resources, Division of Water Quality.
5. After construction, the permanent utility easement will be re-vegetated with suitable native vegetation, provided however that a fifteen-foot (15') wide mowing area is allowed over utility lines.
6. Utility crossings of the stream in areas that have been restored using CWMTF funds must be located at least two hundred fifty (250) feet apart. Corridor and clearing width shall be limited to the minimum necessary to construct the needed facilities, subject to line size, equipment size, work zone and legal requirements.
7. Stream crossings shall be perpendicular and accomplished by drilling, boring and jacking methods when possible; when crossings must be constructed using open trench excavation, temporary discharge of excavated or fill material shall be minimized in both quantity and duration.
8. Any utility crossing of the stream in areas that have been restored using CWMTF funds shall be restored to its pre-construction condition. Each utility crossing shall be completed and the restoration approved in writing

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before the construction of another utility crossing is allowed to begin. The restoration shall be inspected and approved by a registered professional engineer or a person jointly approved by Grantor and Grantee who possesses the training and experience listed below. Documentation of the inspection and approval provided to CWMTF.

- a. A minimum of thirty (30) hours of training in natural channel design including the dimensions, patterns and profiles of natural channel designs;
- b. The skills to use land surveying equipment to measure features that are critical to defining stream bank stability, both before and after the installation of utility crossings; and
- c. The skills to read and interpret as-built drawings of the completed restoration to re-establish critical elements of the repair of the disturbed area.

9. Utilities constructed parallel to stream corridors shall be located a minimum of thirty (30) feet from the top of the stream bank in an urban setting and fifty (50) feet from the top of the stream bank in a rural setting. The area between the utility and the top of stream bank shall remain undisturbed except at stream crossings

10. All disturbed and removed vegetation in access areas, staging areas, temporary areas, excluding the permanent utility easement, shall be replaced with native herbaceous species such that the disturbed area achieves a rapid recovery from the disturbance.

11. Erosion control devices shall be utilized to contain all disturbed materials and will conform to current laws and regulations. Crossing of the waterway, wetland or other water feature will be accomplished in a timely manner such that environmental and flooding impact is minimized.

12. Depth of underground construction shall be to a sufficient depth to avoid future exposure due to scouring, as determined by a registered professional engineer or other person satisfying the requirements of condition number 8 of this section "I," Article II.

Notwithstanding the foregoing, all amenities and improvements to be located on the Easement Area must comply with the terms set forth herein and in the aforementioned Grant Agreement. The Grantor shall maintain the Easement Area in a clean, natural and undisturbed state, and shall comply with all applicable land use regulations, and other applicable laws and ordinances, subject to this Conservation Easement. The total cleared, and not re-vegetated, pervious and impervious surface areas associated with all aforesaid improvements, including, but not limited to, the trails, boardwalks, ramps, steps, observation/viewing platforms, pedestrian bridges, shall not exceed ten percent (10%) of the total area of the Easement Area.

Furthermore, the Parties have no right to agree to any activity that would result in the termination of this Conservation Easement.

ARTICLE III PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of, the Easement Area inconsistent with the purposes of this Conservation Easement is prohibited. The Easement Area shall be maintained in its natural, scenic, wooded and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this Conservation Easement.

Except for those rights specifically reserved to Grantor in Article II and without limiting the generality of

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the foregoing, the following activities and uses are expressly prohibited or restricted.

A. Industrial and Commercial Use. Industrial and commercial activities and any right of passage for such purposes are prohibited on the Easement Area.

B. Agricultural, Grazing and Horticultural Use. Agriculture, grazing, horticultural and animal husbandry operations are prohibited on the Easement Area.

C. Disturbance of Natural Features, Plants and Animals. There shall be no cutting or removal of trees, or the disturbance of other natural features within the Easement Area except as noted in Article II above and for the following: (1) as incidental to boundary marking, fencing, signage, trail maintenance (2) selective cutting and prescribed burning or clearing of vegetation and the application of mutually approved herbicides and pesticides for fire containment, protection and damage, insect and disease control, storm-related damage, human safety, restoration of hydrology, wetlands enhancement and/or control of non-native plants; subject however to a written plan for same prepared by a registered forester, (3) hunting and fishing pursuant to applicable local, state and federal rules and regulations; and (4) removal of damaged trees and debris caused by storm and fire and posing a threat to life or property.

D. Construction of Buildings and Recreational Use. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier landing, dock or any other temporary or permanent structure or facility on or above the Easement Area and for the following: placement and display of no trespassing signs, local, state or federal traffic or similar informational signs, for sale or lease signs, boundary fencing, entry signs, signs identifying the Conservation Values and purposes of the Easement Area, and/or signs identifying the Grantor as owner of the Property, the Grantee and State as holders of this Conservation Easement, and the Fund as the source of funding for the acquisition of the Conservation Easement; signs proclaiming that the Easement Area will remain in its protected state, educational and interpretative signs, identification labels or any other similar temporary or permanent signs, reasonably satisfactory to the Fund.

E. Mineral Use, Excavation, Dredging. There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner except as necessary for the purpose of combating erosion or incidental to any conservation management activities otherwise permitted in the Easement Area.

F. Wetlands and Water Quality. Except as set forth in Article II above, there shall be no pollution or alteration of water bodies and no construction or other activities that would be detrimental to water purity or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Easement Area or into any surface waters, or cause soil degradation or erosion, nor any diking, dredging, alteration, draining, filling or removal of wetlands, except activities to restore natural hydrology, wetlands enhancement, or to enhance or improve water quality as permitted by state and any other appropriate authorities.

G. Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Easement Area is prohibited.

H. Conveyance and Subdivision. The Easement Area may not be subdivided, partitioned nor conveyed, except in its current configuration as an entity or block of property.

I. Mitigation. There shall be no use of the Easement Area or any portion thereof to satisfy compensatory mitigation requirements under 33 U.S.C. Section 1344 or N.C.G.S. 143-214.11 or any successor or replacement provision of the foregoing.

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ARTICLE IV ENFORCEMENT AND REMEDIES

A. **Enforcement.** To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement, and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Easement Area; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement, including, without limitation, those set forth in the Grant Agreement under which this Conservation Easement was obtained.

B. **Right of Entry and Inspection.** Grantee, its employees and agents and its successors and assigns, and the Fund, have the right, with reasonable notice, to enter the Property and Easement Area at reasonable times for the purpose of inspecting the Easement Area to determine whether the Grantor, Grantor's representatives, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

C. **Condemnation.** Whenever all or part of the Property is taken by exercise of eminent domain by public, corporate or other authority, or by negotiated sale in lieu of condemnation, so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor shall immediately give notice to Grantee, State and the Fund, and shall take all appropriate actions at the time of such taking or sale to recover the full value of the taking and all incidental or direct damages resulting from the taking. The Grantee, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding. Such portion shall be equal to the fair market value of the Grantee's, its successors and assigns, interest in the Property on the date of the recording of this Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Area, or any damages otherwise awarded as a result of judicial proceeding, *minus* the Grantor's expenses from such transaction or proceeding. Grantee shall use its share of the Proceeds of Sale in a manner consistent with the conservation purposes set forth herein.

D. **Changed Conditions.** When a change in conditions gives rise to the extinguishment of this Conservation Easement or a material term or provision hereof by judicial proceeding, the Grantee, its successor and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding. Such portion shall be equal to the fair market value of the Grantee's, its successors and assigns, interest in the Property on the date of the recording of this Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Easement Area, or any damages otherwise awarded as a result of judicial proceeding, *minus* the Grantor's expenses from such transaction or proceeding. Grantee shall use its share of the Proceeds of Sale in a manner consistent with the conservation purposes set forth herein.

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E. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to Easement Area or harm to the Easement Area resulting from such causes.

F. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

G. No Waiver. Enforcement of this Conservation Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or of any other term of this Conservation Easement or of Grantee's rights. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

ARTICLE V TITLE

The Grantor covenants and represents and warrants (i) that the Grantor is the sole owner and is seized of the Property and the Easement Area in fee simple and has good right to grant and convey the aforesaid Conservation Easement; (ii) that there is legal access to the Property and the Easement Area, that the Easement Area is free and clear of any and all encumbrances, except those permitted exceptions to be set forth in the deed of conveyance to the Property from Crescent Resources to the City of Mount Holly, none of which would nullify, impair or limit in any way the terms or effect of this Conservation Easement; and (iii) Grantor shall defend its title against the claims of all persons whomsoever, and Grantor covenants that the Grantee, its successors and assigns, shall have the right to monitor and defend the terms of the aforesaid Conservation Easement.

ARTICLE VI MISCELLANEOUS

A. Stewardship of the Conservation Easement. Pursuant to the terms of the Grant Agreement, and regardless of whether the Grantee assigns this Conservation Easement to the State, the Grantee hereby covenants and agrees that it will monitor and observe the Easement Area in perpetuity to assure compliance with the purposes and provisions of this Conservation Easement and the provisions of the Grant Agreement, and that it will report on the condition of the Easement Area, or provide for such reporting, to the State and the Fund no less frequently than once a year; and further will report immediately to the State and the Fund any observed and/or known violations of this Conservation Easement or the Grant Agreement.

B. Subsequent Transfers of the Fee. Grantor agrees for itself, its successors and assigns, that in the event it transfers the Property, or any portion thereof including the Easement Area described herein, to notify the Grantee and the State in writing of the names and addresses of any party to whom the Property is to be transferred at or prior to the time said transfer is consummated. Grantor, for itself, its successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed, or other legal instrument by which any interest in the Property or Easement Area is conveyed. The Property owner shall not convey the Property or any interest therein; nor shall the Property Owner incur, assume, or suffer to exist any lien upon or with respect to the Property without disclosing to the prospective buyer the Conservation Easement and the obligations of the Property owner and limitations on use of the Property.

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C. Subsequent Transfers of the Conservation Easement. The Parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable with any such assignee having all the rights and remedies of Grantee hereunder. The Parties hereby covenant and agree, that in the event this Conservation Easement is transferred or assigned, the transferee or assignee of the Conservation Easement will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, or any successor section, and the regulations promulgated there under (the "Code") which is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code, and a qualified holder as that term is defined in NCGS §121-35 (2) or any successor statute. The Parties further covenant and agree that the terms of the transfer or the assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance as set forth in the "Recitals" above. Grantee, its successors or assigns, hereby covenants and agrees that subsequent to any transfer as provided for herein, it will continue to monitor and observe the Easement Area in perpetuity for such purposes set forth by this Conservation Easement and Grant Agreement, and to report to the Fund and the State any observed violations on the Easement Area.

D. Existing Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation to the Grantor as owner of the Property, which includes the Easement Area. Among other things, this shall apply to:

1. **Taxes.** The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If the Grantee is ever required to pay any taxes or assessments on its interest in the Easement Area, the Grantor will reimburse the Grantee for the same.
2. **Upkeep and Maintenance.** The Grantor shall continue to be solely responsible for the upkeep and maintenance of the Easement Area, to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of the Easement Area.
3. **Liability and Indemnification.** If the Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Easement Area, the Grantor shall indemnify and reimburse the Grantee for these payments, as well as reasonable attorneys' fees and other expenses of defending itself, unless the Grantee has committed a deliberate act that is determined to be the sole cause of the injury or damage. In addition, Grantor warrants that Grantee shall be maintained as an additional insured on Grantor's liability insurance policies covering the Property.

E. Conservation Purpose.

1. Grantor and Grantee, for itself, its successors and assigns, agrees that this Conservation Easement shall be held exclusively for conservation purposes set forth by the Grant Agreement, this Conservation Easement and as specified in Section 170(h)(4)(A).
2. Unless otherwise specifically set forth in this Conservation Easement, nothing herein shall convey to or establish for the public a right of access over the Property and Easement Area.
3. This Conservation Easement shall be construed to promote the purposes of the North Carolina enabling statute set forth in N.C.G.S. 121-34 *et seq.* which authorizes the creation of conservation agreements for purposes including those set forth in the "Recitals" above, and the conservation purposes of this Conservation Easement, including such purposes as are defined in Section 170(h)(4)(A) of the Internal Revenue Code.

F. Recording. Grantee shall record this instrument and any amendment hereto in timely fashion in the

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official records of Gaston County, North Carolina, and may re-record it at any time as may be required to preserve Grantee's rights.

G. Notices. All notices, requests or other communications permitted or required by this Conservation Easement shall be sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other. All such items shall be deemed given or made three (3) days after being placed in the United States mail as herein provided. In any case where the terms of this Conservation Easement require the consent of any party, such consent shall be requested by written notice. Such consent shall be deemed denied unless, within ninety (90) days after receipt of notice, a written notice of approval and the reason therefore has been mailed to the party requesting consent.

H. Amendments. Grantor and Grantee, or their successors in interest in the Easement Area, are free to jointly amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Conservation Easement or affects the perpetual duration of this Conservation Easement. Such amendment(s) require the written consent of both Grantor and Grantee and shall be effective upon recording in the public records of Gaston County, North Carolina.

I. Environmental Condition of the Property. The Grantor warrants, represents and covenants to the Grantee that to the best of its knowledge after appropriate inquiry and investigation that: (a) the Property described herein is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations; (b) as of the date hereof there are no hazardous materials, substances, wastes, or environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith; (c) that there is no environmental condition existing on the Property or the Easement Area that may prohibit or impede use of the Property or the Easement Area for the purposes set forth herein; and (d) the Grantor will not allow such uses or conditions.

J. Indemnity. The Grantor agrees to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless Grantee from and against all claims, actions, liabilities, damages, fines, penalties, costs and expenses suffered as a direct or indirect result of any violation of any federal, state, or local environmental or land use law or regulation or of the use or presence of hazardous substance, waste or other regulated material in, on or under the property.

K. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby. The Parties hereto intend this document to be an instrument executed under seal. If any party is an individual, partnership or limited liability company such party hereby adopts the word "SEAL" following his/her signature and the name of the partnership or limited liability company as his/her/its legal seal. The "Recitals" set forth above and the exhibits, if any, attached hereto are incorporated herein by reference.

L. Interpretation. This Conservation Easement shall be construed and interpreted under the laws of the State of North Carolina, and any ambiguities herein shall be resolved so as to give maximum effect to the conservation purposes sought to be protected herein. Further, this Conservation Easement shall be construed to promote the purposes of the Act, which authorizes the creation of conservation agreements for purposes including those set forth herein, and such conservation purposes as are defined in Section 170(h) (4) (A) of the Code.

M. Parties. Every provision of this Conservation Easement that applies to the Grantors or to the Grantee shall likewise apply to their respective heirs, executors, administrators, successors and assigns.

N. Merger. The Parties agree that the terms of this Conservation Easement shall survive any merger of the

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fee and easement interest in the Property and Easement Area.

O. **Subsequent Liens.** No provisions of this Conservation Easement shall be construed as impairing the ability of Grantors to use this Easement Area for collateral for borrowing purposes, provided that any mortgage or lien arising there from shall be subordinated to this Conservation Easement. The Property owner shall not convey the Property or any interest therein, and shall not incur, assume, or suffer to exist any lien upon or with respect to the Property without disclosing to the prospective buyer the Conservation Easement and the obligations of the Property owner and limitations on use of the Property.

P. **Gender.** The designations Grantor, Grantee, State and Fund, as used herein shall include the Parties, their heirs, administrators, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as the context may require.

TO HAVE AND TO HOLD unto the State of North Carolina, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, Grantor's representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor and Grantee, by authority duly given, have hereunto caused these presents to be executed in such form as to be binding, all as of the day and year first above written.

GRANTOR:

CITY OF MOUNT HOLLY

By: *Edward C. Munn*

ATTEST:

Edward C. Munn
Edward C. Munn, City Clerk

APPROVED AS TO FORM:

Kemp A. Michael
Kemp A. Michael, City Attorney

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, *Julie L. Wright*, a Notary Public in and for Gaston County, North Carolina, do hereby certify that EDWARD C. MUNN this day appeared before me and acknowledged that he is the Clerk of the City of Mount Holly and that by authority duly given and as the act of the City of Mount Holly, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by himself as City Clerk.

WITNESS my hand and Notarial Seal, this the *26th* day of *June*, 2007.

My commission expires:

5/2/2008

Julie L. Wright
Notary Public

JULIE L. WRIGHT
Notary Public
Gaston County, NC

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Doc ID: 011981750011 Type: CRP
Recorded: 06/29/2007 at 04:41:06 PM
Fee Amt: \$44.00 Page 1 of 11
Instr# 200700064237
Gaston, NC
Susan S. Lockridge Register of Deeds
BK **4333** PG **2298-2308**

Doc ID: 011893080011 Type: CRP
Recorded: 06/27/2007 at 04:28:51 PM
Fee Amt: \$44.00 Page 1 of 11
Excise Tax: \$0.00
Instr# 200700063571
Gaston, NC
Susan S. Lockridge Register of Deeds
BK **4332** PG **1265-1275**

RECORDING FEE
EXCISE TAX PAID

RECORDING FEE

CONSERVATION EASEMENT
Mountain Island Lake Property

Prepared by: Ms. Robin M. Hammond, Esq. and Kemp A. Michael, attorney

Recording Return to: Ms. Robin M. Hammond, Esq.
Real Property Counsel
NC Clean Water Management Trust Fund
1651 Mail Service Center
Raleigh, NC 27699-1651

NORTH CAROLINA

GASTON COUNTY

Parcel No. 4508-61-5043

CWMTF No. 2004B-022

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is made on this 22 day of June, 2007 by and between THE CITY OF MOUNT HOLLY, a North Carolina Municipal Corporation, with an address at P.O. Box 406, Mt. Holly, NC 28120 ("Grantor") and THE STATE OF NORTH CAROLINA ("State" or "Grantee"), acting by and through the North Carolina Clean Water Management Trust Fund ("Fund"), an independent agency of the State with its address at 1651 Mail Service Center, Raleigh, NC, 27699-1651.

RECITALS & CONSERVATION PURPOSES

A. Grantor is the sole owner in fee simple of that certain real property containing 31.47 acres more or less, located in Riverbend Township, Gaston County, North Carolina as more particularly described and shown on that certain plat and survey dated 8-16-05, prepared by Walter K. Dixon, P.L.S. (the "Plat") and recorded in Plat Book 74 at page 41 of the Gaston County Registry (hereinafter, the "Property").

B. The State of North Carolina will be the Grantee and holder of this Conservation Easement.

C. The State of North Carolina ("State") has enacted the Uniform North Carolina Conservation and Historic Preservation Agreements Act (the "Act"), Chapter 121, Article 4 of the North Carolina General Statutes ("NCGS"), which provides for the enforceability of restrictions, easements, covenants or conditions "appropriate for retaining in land or water areas predominantly in their natural, scenic, or open condition"

D. The Clean Water Management Trust Fund, ("Fund") with an address at 1651 Mail Service Center, Raleigh, North Carolina 27699-1651 is an independent agency of the State and is authorized by NCGS Chapter 113A, Article 18, to finance projects and to acquire land and interests in land, including conservation easements for riparian

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buffers for the purposes of providing environmental protection for surface waters and urban drinking water supplies.

E. Grantor and Grantee have agreed to set aside 25.03 acres of the Property as designated on the Plat as "Easement Area" for the purpose of creating a Conservation Easement to preserve, enhance, restore, and maintain the natural features and resources of the Easement Area, to provide habitat for native plants and animals, to improve and maintain water quality, and to control runoff of sediment (hereinafter the "Conservation Values").

F. Grantor and Grantee recognize that the Easement Area is located adjacent to the MOUNTAIN ISLAND LAKE, the Easement Area has been deemed by the State to qualify as a riparian buffer, addressing the cleanup and prevention of pollution of the State's surface waters, and the establishment of a network of riparian buffers. Moreover, Grantor and Grantee recognize that the Easement Area has other Conservation Values including fish and wildlife conservation, open space, and scenic values.

G. Grantee has received or will receive a grant from the Fund, identified in Grant Agreement No. 2004B-022 entered into between the Grantee and the Fund and effective as of December 12, 2005 (the "Grant Agreement") and in consideration of which grant the Grantee has agreed to obtain this Conservation Easement. The terms and conditions of the Grant Agreement are hereby incorporated by reference. It is on file and available for public inspection in the offices of the Grantee, the Fund, and the North Carolina Department of Environment and Natural Resources ("NC DENR").

H. The Grantor, Grantee, State and Fund (collectively referred to herein as the "Parties") hereto intend that the Conservation Values of the Easement Area will be preserved and managed in a manner that will protect the quality of waters of the MOUNTAIN ISLAND LAKE, and otherwise promote the public purposes authorized by NCGS Chapter 113A, Article 18, and as set forth in the Grant Agreement. The Parties further acknowledge and agree that Grantee will accept this Conservation Easement, that the State will be the ultimate Grantee and holder of this Conservation Easement, and that Grantor has received consideration for granting this Conservation Easement to the Grantee and thus restricting the uses of the Easement Area.

I. Grantor and Grantee acknowledge that the Easement Area is currently unimproved except for such utilities, easements, and rights of ways as shown on the Plat. The characteristics of the Easement Area, its current use and state of improvement are described in an Environmental Documentation Report (the "Report") that is on file in the offices of the Grantee and the Fund, and available for public inspection. The Parties acknowledge that the Report is the appropriate basis for monitoring compliance with the objectives of preserving the conservation and water quality values; and that it is not intended to preclude the use of other evidence (e.g. surveys, appraisals) to establish the present condition of the Easement Area if there is a controversy over such present condition.

J. Grantor reserves the right to operate, maintain and expand a raw water intake and distribution system, collectively "the System", including but not limited to the clearing of vegetation, including trees and mowing within the area on the recorded plat designated as Raw Water Intake Area.

NOW, THEREFORE, in consideration of the premises and the mutual benefits recited herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Grantor hereby unconditionally and irrevocably gives, grants and conveys forever and in perpetuity to the Grantee, its successors and assigns, and the Grantee hereby accepts, this Conservation Easement of the nature and character and to the extent hereinafter set forth in, over, through and across the Easement Area, together with the right and easement to preserve and protect the Conservation Values.

The purposes of this Conservation Easement are to provide environmental protection for surface waters and to protect the wildlife and natural heritage values and it shall be so held, maintained, and used therefore. It is the further purpose of this Conservation Easement to prevent any use of the Easement Area that will significantly impair or interfere with the preservation of said Conservation Values. Grantor intends that this Conservation Easement will restrict the use of

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the Easement Area to such activities as are consistent with the Conservation Values described in the "Recitals" set forth above.

ARTICLE I DURATION OF EASEMENT

This Conservation Easement shall be perpetual. It is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor, its representatives, successors, assigns, lessees, agents and licensees.

ARTICLE II RIGHTS RESERVED TO GRANTOR

Grantor reserves certain rights accruing from the fee simple ownership of the Property, including the right to engage in or permit others to engage in the uses of the Easement Area that are not inconsistent with the purpose(s) of this Conservation Easement. All rights reserved by the Grantor, are reserved for Grantors, their representatives, successors, and assigns, and are considered to be consistent with the conservation purposes of this Conservation Easement. The provisions, conditions, and restrictions of this Conservation Easement apply to the Property. Except for the specific restrictions and prohibitions made applicable herein to the Property, Grantor shall continue to own and may use the Easement Area in any lawful manner. Grantor expressly reserves the following rights:

A. **Passive Recreational Use.** Grantor reserves the right to engage and to permit others to engage in passive recreational uses of the Easement Area as provided herein, and by Fund approved amendments thereto, requiring minimal surface alteration of the land, so long as related alterations, construction, improvements, maintenance, activities and uses pose no threat to the conservation values of the Property.

B. **Public Use and Access.** Grantor reserves the right to allow public access and use of the Property for the purpose of creating open space with associated recreational activities, including, without limitation, conducting educational tours, scientific study, animal/plant observation, walking, non-motorized biking, fishing, horseback riding and any other purposes consistent with these accepted uses and maintaining conservation values. Trails used for horseback riding must be located at a minimum distance of fifty (50) feet from the top of the bank of MOUNTAIN ISLAND LAKE and its tributaries. To accomplish the above uses, the Grantor may construct and maintain paved or unpaved trails, two (2) observation/viewing platforms, pedestrian foot bridges, landscaping screening, and a gated entrance, which are provided by this Conservation Easement. All improvements shall be subject to the terms and conditions set forth herein and by the aforementioned Grant Agreement and Fund approved amendments.

C. **Trails.** Grantor reserves the right to construct and maintain paved or unpaved trails on the Property. All trails must be located at a minimum distance of fifteen (15) feet from the top of the bank of MOUNTAIN ISLAND LAKE and its tributaries, unless such locations are physically impracticable. In the construction of such trails and when required by the terrain, boardwalks, ramps and handrails are permitted herein. If required, all trails and associated improvements may comply with the rules and regulations of the Americans with Disabilities Act of 1990, Title III regulations, ADA Standards for Accessible Design, 28 CFR Part 36, revised July 1994 and amendments thereto ("ADA") and with the American Association of State Highway and Transportation Officials ("AASHTO"). The Grantor may also construct and maintain park benches, litter receptacles, and trail/feature signs along the trails. All necessary care shall be taken to complete the construction of such features in a manner so as not to cause or allow sedimentation of MOUNTAIN ISLAND LAKE either during or after construction.

D. **Observation/Viewing Platform.** Grantor reserves the right to construct, maintain, and repair two (2) observation/viewing platform constructed of composite building materials on the Easement Area with optional bench seating, handrails, connecting steps and ramp as required by the terrain to be located on the bank of the MOUNTAIN ISLAND LAKE as allowed and approved by the North Carolina Division of Water Quality, provided such platform is

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connected to the trails constructed on the Property. Construction of such platform must comply with ADA. All necessary care shall be taken to complete the construction of such features in a manner so as not to cause or allow sedimentation of MOUNTAIN ISLAND LAKE either during or after construction.

E. Early Successional Habitat Areas. The Parties agree and acknowledge that the Grantor reserves the right to establish and maintain existing areas located along MOUNTAIN ISLAND LAKE in early successional habitat for the purpose of providing habitat diversity for wildlife species and may include the planting of various grasses, forbs, and herbaceous vegetation.

F. Natural Community Restoration. The Parties hereto agree and acknowledge that the City reserves the right to perform all activities necessary to restore the natural plant and animal communities on the Property. All necessary care shall be taken to complete the construction of such features in a manner so as not to cause or allow sedimentation either during or after construction.

G. Pedestrian Foot Bridges. Grantor reserves the right to construct, maintain and gain access to pedestrian foot bridges to be constructed five (5) to ten (10) feet wide. Such bridges may be located across tributaries of MOUNTAIN ISLAND LAKE, provided such bridges are connected to the trails permitted herein.

H. Canoe Access. Grantor reserves the right to construct, maintain and repair one (1) canoe access site with launch and chute within the Easement Area to be located on the bank of MOUNTAIN ISLAND LAKE provided said access site is connected to the trails permitted herein.

I. Utilities. Utility easements of record on the date hereof and utility installations and facilities pursuant thereto are exempt from the restrictions described herein. The following conditions shall apply to new utility construction:

1. For new utility line construction, the Grantee shall investigate reasonable alternatives to placing any new utility lines within the conservation easements and shall avoid placing new utility lines within the conservation easements where possible.

2. Utilities shall be constructed and installed pursuant to a written utility easement agreement recorded in the local land records registry requiring that such construction and installation shall be conducted in a manner that minimizes interference with the Conservation Values.

3. All utility improvements shall be constructed pursuant to regulatory requirements and approvals, and in compliance with the terms and conditions of the Grant Agreement.

4. Sanitary sewer lines and wastewater collection systems, if any, shall be installed and maintained pursuant to all applicable federal, state and local laws, rules, statutes, ordinances, regulations and permits, specifically any permits required by the Department of Environment and Natural Resources, Division of Water Quality.

5. After construction, the permanent utility easement will be re-vegetated with suitable native vegetation, provided however that a fifteen foot (15') wide mowing area is allowed over utility lines.

6. Utility crossings of the stream in areas that have been restored using CWMTF funds must be located at least two hundred fifty (250) feet apart. Corridor and clearing width shall be limited to the minimum necessary to construct the needed facilities, subject to line size, equipment size, work zone and legal requirements.

7. Stream crossings shall be perpendicular and accomplished by drilling, boring and jacking methods when possible; when crossings must be constructed using open trench excavation, temporary discharge of excavated or fill material shall be minimized in both quantity and duration.

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8. Any utility crossing of the stream in areas that have been restored using CWMTF funds shall be restored to its pre-construction condition. Each utility crossing shall be completed and the restoration approved in writing before the construction of another utility crossing is allowed to begin. The restoration shall be inspected and approved by a registered professional engineer or a person jointly approved by Grantor and Grantee who possesses the following training and experience:

- a. a minimum of thirty (30) hours of training in natural channel design including the dimensions, patterns and profiles of natural channel designs;
- b. the skills to use land surveying equipment to measure features that are critical to defining stream bank stability, both before and after the installation of utility crossings; and
- c. the skills to read and interpret as-built drawings of the completed restoration to re-establish critical elements of the repair of the disturbed area.

Documentation of such inspection and approval conducted pursuant to this paragraph 8 shall provided to CWMTF.

9. Utilities constructed parallel to stream corridors shall be located a minimum of thirty (30) feet from the top of the stream bank in an urban setting and fifty (50) feet from the top of the stream bank in a rural setting. The area between the utility and the top of stream bank shall remain undisturbed except at stream crossings

10. All disturbed and removed vegetation in access areas, staging areas, temporary areas, excluding the permanent utility easement, shall be replaced with native herbaceous species such that the disturbed area achieves a rapid recovery from the disturbance.

11. Erosion control devices shall be utilized to contain all disturbed materials and will conform to current laws and regulations. Crossing of the waterway, wetland or other water feature will be accomplished in a timely manner such that environmental and flooding impact is minimized.

12. Depth of underground construction shall be to a sufficient depth to avoid future exposure due to scouring, as determined by a registered professional engineer or other person satisfying the requirements of condition number 8 of this Section "I," Article II.

Notwithstanding the foregoing, all amenities and improvements to be located on the Easement Area must comply with the terms set forth herein and in the aforementioned Grant Agreement. The Grantor shall maintain the Easement Area in a clean, natural and undisturbed state, and shall comply with all applicable land use regulations, and other applicable laws and ordinances, subject to this Conservation Easement. The total cleared, and not re-vegetated, pervious and impervious surface areas associated with all aforesaid improvements, including, but not limited to, the trails, boardwalks, ramps, steps, observation/viewing platforms, pedestrian bridges, shall not exceed ten percent (10%) of the total area of the Easement Area.

Furthermore, the Parties have no right to agree to any activity that would result in the termination of this Conservation Easement.

ARTICLE III PROHIBITED AND RESTRICTED ACTIVITIES

Any activity on, or use of the Easement Area inconsistent with the purposes of this Conservation Easement is

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prohibited. The Easement Area shall be maintained in its natural, scenic, wooded and open condition and restricted from any development or use that would impair or interfere with the conservation purposes of this Conservation Easement. Except for those rights specifically reserved to Grantor in Article II and without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted.

A. Industrial and Commercial Use. Industrial and commercial activities and any right of passage for such purposes are prohibited on the Easement Area.

B. Agricultural, Grazing and Horticultural Use. Agriculture, grazing, horticultural and animal husbandry operations are prohibited on the Easement Area.

C. Disturbance of Natural Features, Plants and Animals. There shall be no cutting or removal of trees, or the disturbance of other natural features within the Easement Area except as noted in Article II above and for the following: (1) as incidental to boundary marking, fencing, signage, (2) selective cutting and prescribed burning or clearing of vegetation and the application of mutually approved herbicides and pesticides for fire containment, protection and damage, insect and disease control, storm-related damage, human safety, restoration of hydrology, wetlands enhancement and/or control of non-native plants; subject however to a written plan for same prepared by a registered forester, (3) hunting and fishing pursuant to applicable local, state and federal rules and regulations; and (4) removal of damaged trees and debris caused by storm and fire and posing a threat to life or property.

D. Construction of Buildings and Recreational Use. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier landing, dock or any other temporary or permanent structure or facility on or above the Easement Area and for the following: placement and display of no trespassing signs, local, state or federal traffic or similar informational signs, for sale or lease signs, boundary fencing, entry signs, signs identifying the Conservation Values and purposes of the Easement Area, and/or signs identifying the Grantor as owner of the Property, the Grantee and State as holders of this Conservation Easement, and the Fund as the source of funding for the acquisition of the Conservation Easement; signs proclaiming that the Easement Area will remain in its protected state, educational and interpretative signs, identification labels or any other similar temporary or permanent signs, reasonably satisfactory to the Fund.

E. Mineral Use, Excavation, Bredging. There shall be no filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner except as necessary for the purpose of combating erosion or incidental to any conservation management activities otherwise permitted in the Easement Area.

F. Wetlands and Water Quality. Except as set forth in Article II above, there shall be no pollution or alteration of water bodies and no construction or other activities that would be detrimental to water purity or that would alter natural water levels, drainage, sedimentation and/or flow in or over the Easement Area or into any surface waters, or cause soil degradation or erosion, nor any diking, dredging, alteration, draining, filling or removal of wetlands, except activities to restore natural hydrology, wetlands enhancement, or to enhance or improve water quality as permitted by state and any other appropriate authorities.

G. Dumping. Dumping of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, or machinery, or other materials on the Easement Area is prohibited.

H. Conveyance and Subdivision. The Easement Area may not be subdivided, partitioned nor conveyed, except in its current configuration as an entity or block of property.

I. Mitigation. There shall be no use of the Easement Area or any portion thereof to satisfy compensatory mitigation requirements under 33 U.S.C. Section 1344 or N.C.G.S. 143-214.11 or any successor or replacement provision

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of the foregoing.

ARTICLE IV. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement, and to require the restoration of such areas or features of the Easement Area that may have been damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of the Grantee, the Grantee shall, except as provided below, notify the Grantor in writing of such breach. The Grantor shall have ninety (90) days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Easement Area; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement, including, without limitation, those set forth in the Grant Agreement under which this Conservation Easement was obtained.

B. Right of Entry and Inspection. Grantee, its employees and agents and its successors and assigns, and the Fund, have the right, with reasonable notice, to enter the Property and Easement Area at reasonable times for the purpose of inspecting the Easement Area to determine whether the Grantor, Grantor's representatives, successors or assigns are complying with the terms, conditions and restrictions of this Conservation Easement.

C. Condemnation. Whenever all or part of the Property is taken by exercise of eminent domain by public, corporate or other authority, or by negotiated sale in lieu of condemnation, so as to abrogate the restrictions imposed by this Conservation Easement, the Grantor shall immediately give notice to Grantee, State and the Fund, and shall take all appropriate actions at the time of such taking or sale to recover the full value of the taking and all incidental or direct damages resulting from the taking. The Grantee, its successors and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding. Such portion shall be equal to the fair market value of the Grantee's, its successors and assigns, interest in the Property on the date of the recording of this Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Conservation Area, or any damages otherwise awarded as a result of judicial proceeding, *minus* the Grantor's expenses from such transaction or proceeding. Grantee shall use its share of the Proceeds of Sale in a manner consistent with the conservation purposes set forth herein.

D. Changed Conditions. When a change in conditions gives rise to the extinguishment of this Conservation Easement or a material term or provision hereof by judicial proceeding, the Grantee, its successor and assigns, shall be entitled to a portion of the proceeds of such sale, exchange, involuntary conversion of the Property, or any damage award with respect to any judicial proceeding. Such portion shall be equal to the fair market value of the Grantee's, its successors and assigns, interest in the Property on the date of the recording of this Conservation Easement. "Proceeds of Sale" shall mean the cash value of all money and property paid, transferred or contributed in consideration for, or as otherwise required as a condition to the sale, exchange or involuntary conversion of the Easement Area, or any damages otherwise awarded as a result of judicial proceeding, *minus* the Grantor's expenses from such transaction or proceeding. Grantee shall use its share of the Proceeds of Sale in a manner consistent with the conservation purposes set forth herein.

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E. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to Easement Area or harm to the Easement Area resulting from such causes.

F. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

G. No Waiver. Enforcement of this Conservation Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or of any other term of this Conservation Easement or of Grantee's rights. No delay or omission by Grantee in exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

ARTICLE V. TITLE

The Grantor covenants and represents and warrants (i) that the Grantor is the sole owner and is seized of the Property and the Easement Area in fee simple and has good right to grant and convey the aforesaid Conservation Easement; (ii) that there is legal access to the Property and the Easement Area, that the Easement Area is free and clear of any and all encumbrances, except those permitted exceptions to be set forth in the deed of conveyance to the Property from Duke Energy Corporation to the City of Mount Holly, none of which would nullify, impair or limit in any way the terms or effect of this Conservation Easement; and (iii) Grantor shall defend its title against the claims of all persons whomsoever, and Grantor covenants that the Grantee, its successors and assigns, shall have the right to monitor and defend the terms of the aforesaid Conservation Easement.

ARTICLE VI. MISCELLANEOUS

A. Stewardship of the Conservation Easement. Pursuant to the terms of the Grant Agreement, and regardless of whether the Grantee assigns this Conservation Easement to the State, the Grantee hereby covenants and agrees that it will monitor and observe the Easement Area in perpetuity to assure compliance with the purposes and provisions of this Conservation Easement and the provisions of the Grant Agreement, and that it will report on the condition of the Easement Area, or provide for such reporting, to the State and the Fund no less frequently than once a year; and further will report immediately to the State and the Fund any observed and/or known violations of this Conservation Easement or the Grant Agreement.

B. Subsequent Transfers of the Fee. Grantor agrees for itself, its successors and assigns, that in the event it transfers the Property, or any portion thereof including the Easement Area described herein, to notify the Grantee and the State in writing of the names and addresses of any party to whom the Property is to be transferred at or prior to the time said transfer is consummated. Grantor, for itself, its successors and assigns, further agrees to make specific reference to this Conservation Easement in a separate paragraph of any subsequent lease, deed, or other legal instrument by which any interest in the Property or Easement Area is conveyed. The Property owner shall not convey the Property or any interest therein, and shall not incur, assume, or suffer to exist any lien upon or with respect to the Property without disclosing to the prospective buyer the Conservation Easement and the obligations of the Property owner and limitations on use of the Property.

C. Subsequent Transfers of the Conservation Easement. The Parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable with any such assignee having all the rights and remedies of Grantee hereunder. The Parties hereby covenant and agree, that in the event this Conservation Easement is

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transferred or assigned, the transferee or assignee of the Conservation Easement will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code of 1986, as amended, or any successor section, and the regulations promulgated there under (the "Code") which is organized or operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code, and a qualified holder as that term is defined in NCGS §121-35 (2) or any successor statute. The Parties further covenant and agree that the terms of the transfer or the assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes that the contribution was originally intended to advance as set forth in the "Recitals" herein. Grantee, its successors or assigns, hereby covenants and agrees that subsequent to any transfer as provided for herein, it will continue to monitor and observe the Easement Area in perpetuity for such purposes set forth by this Conservation Easement and Grant Agreement, and to report to the Fund and the State any observed violations on the Easement Area.

D. Existing Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation to the Grantor as owner of the Property, which includes the Easement Area. Among other things, this shall apply to:

1. Taxes. The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If the Grantee is ever required to pay any taxes or assessments on its interest in the Easement Area, the Grantor will reimburse the Grantee for the same.
2. Upkeep and Maintenance. The Grantor shall continue to be solely responsible for the upkeep and maintenance of the Easement Area, to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of the Easement Area.
3. Liability and Indemnification. If the Grantee is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Easement Area, the Grantor shall indemnify and reimburse the Grantee for these payments, as well as reasonable attorneys' fees and other expenses of defending itself, unless the Grantee has committed a deliberate act that is determined to be the sole cause of the injury or damage. In addition, Grantor warrants that Grantee shall be maintained as an additional insured on Grantor's liability insurance policies covering the Property.

E. Conservation Purpose.

1. Grantor and Grantee, for itself, its successors and assigns, agrees that this Conservation Easement shall be held exclusively for conservation purposes set forth by the Grant Agreement, this Conservation Easement and as specified in Section 170(h)(4)(A).
2. Unless otherwise specifically set forth in this Conservation Easement, nothing herein shall convey to or establish for the public a right of access over the Property and Easement Area.
3. This Conservation Easement shall be construed to promote the purposes of the North Carolina enabling statute set forth in N.C.G.S. 121-34 et seq. which authorizes the creation of conservation agreements for purposes including those set forth in the "Recitals" herein, and the conservation purposes of this Conservation Easement, including such purposes as are defined in Section 170(h) (4) (A) of the Internal Revenue Code.

F. Recording. Grantee shall record this instrument and any amendment hereto in timely fashion in the official records of Gaston County, North Carolina, and may re-record it at any time as may be required to preserve Grantee's rights.

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G. Notices. All notices, requests or other communications permitted or required by this Conservation Easement shall be sent by registered or certified mail, return receipt requested, addressed to the parties as set forth above, or to such other addresses such party may establish in writing to the other. All such items shall be deemed given or made three (3) days after being placed in the United States mail as herein provided. In any case where the terms of this Conservation Easement require the consent of any party, such consent shall be requested by written notice. Such consent shall be deemed denied unless, within ninety (90) days after receipt of notice, a written notice of approval and the reason therefore has been mailed to the party requesting consent.

H. Amendments. Grantor and Grantee, or their successors in interest in the Easement Area, are free to jointly amend this Conservation Easement to meet changing conditions, provided that no amendment will be allowed that is inconsistent with the purposes of this Conservation Easement or affects the perpetual duration of this Conservation Easement. Such amendment(s) require the written consent of both Grantor and Grantee and shall be effective upon recording in the public records of Gaston County, North Carolina.

I. Environmental Condition of the Property. The Grantor warrants, represents and covenants to the Grantee that to the best of its knowledge after appropriate inquiry and investigation that: (a) the Property described herein is and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations; (b) as of the date hereof there are no hazardous materials, substances, wastes, or environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith; (c) that there is no environmental condition existing on the Property or the Easement Area that may prohibit or impede use of the Property or the Easement Area for the purposes set forth herein; and (4) the Grantor will not allow such uses or conditions.

J. Indemnity. The Grantor agrees to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless Grantee from and against all claims, actions, liabilities, damages, fines, penalties, costs and expenses suffered as a direct or indirect result of any violation of any federal, state, or local environmental or land use law or regulation or of the use or presence of hazardous substance, waste or other regulated material in, on or under the property.

K. Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby. The Parties hereto intend this document to be an instrument executed under seal. If any party is an individual, partnership or limited liability company such party hereby adopts the word "SEAL" following his/her signature and the name of the partnership or limited liability company as his/her/its legal seal. The "Recitals" set forth above and the exhibits, if any, attached hereto are incorporated herein by reference.

L. Interpretation. This Conservation Easement shall be construed and interpreted under the laws of the State of North Carolina, and any ambiguities herein shall be resolved so as to give maximum effect to the conservation purposes sought to be protected herein. Further, this Conservation Easement shall be construed to promote the purposes of the Act, which authorizes the creation of conservation agreements for purposes including those set forth herein, and such conservation purposes as are defined in Section 170(h) (4) (A) of the Code.

M. Parties. Every provision of this Conservation Easement that applies to the Grantors or to the Grantee shall likewise apply to their respective heirs, executors, administrators, successors and assigns.

N. Merger. The Parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property and Easement Area.

O. Subsequent Liens. No provisions of this Conservation Easement shall be construed as impairing the ability of Grantors to use this Easement Area for collateral for borrowing purposes, provided that any mortgage or lien

6-5-07

arising there from shall be subordinated to this Conservation Easement. The Property owner shall not convey the Property or any interest therein, and shall not incur, assume, or suffer to exist any lien upon or with respect to the Property without disclosing to the prospective buyer the Conservation Easement and the obligations of the Property owner and limitations on use of the Property.

P. **Gender.** The designations Grantor, Grantee, State and Fund, as used herein shall include the Parties, their heirs, administrators, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as the context may require.

TO HAVE AND TO HOLD unto the State of North Carolina, its successors and assigns, forever. The covenants agreed to and the terms, conditions, restrictions and purposes imposed as aforesaid shall be binding upon Grantor, Grantor's representatives, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor and Grantee, by authority duly given, have hereunto caused these presents to be executed in such form as to be binding, the day and year first above written.

GRANTOR:

CITY OF MOUNT HOLLY

By: Robert C. Whitt
Robert C. Whitt, Mayor

ATTEST:

Edward C. Munn
Edward C. Munn, City Clerk

APPROVED AS TO FORM:

Kemp A. Michael
Kemp A. Michael, City Attorney



COUNTY OF GASTON

I, Julie L. Wright, a Notary Public in and for Gaston County, North Carolina, do hereby certify that EDWARD C. MUNN this day appeared before me and acknowledged that he is the Clerk of the City of Mount Holly and that by authority duly given and as the act of the City of Mount Holly, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by himself as Clerk.

WITNESS my hand and Notarial Seal, this the 26th day of June, 2007.

My commission expires:

5-6-2011

Julie L. Wright
Notary Public

JULIE L. WRIGHT
Notary Public
Gaston County, NC



City of Mount Holly Action Agenda Item

To: City Council From: Paul Lowe	Date: 11-30-2022 Meeting Date: 12-12-2022																																				
Agenda Item to be considered: Call for a public hearing regarding a proposed text amendment, as submitted by City staff with the advice of the Utilities Department, to Section 3.21 of the Subdivision & Land Development Ordinance-which regulates grading permit reviews. The proposed update would ensure that the Section aligns with current review procedures.																																					
Will this require a public hearing? ☒ YES ☐ NO																																					
Background/Purpose of Request: This proposed text amendment was submitted by Planning staff on a recommendation from the Utilities Department. Per the Utilities Director, the City does not require grading permit applications to be submitted. As such, this should be reflected in the City's Subdivision & Land Development Ordinance. The update also provides further detail on the needed components that should be submitted with a grading plan-which is reviewed as a part of a zoning permit application. The Planning Commission will review this matter at their December 5th meeting. If a call is scheduled, the Planning Commission will hold a public hearing at their planned January 3rd meeting, and City Council will consider the matter tentatively at their regularly scheduled meeting in January 2023.																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="4">Fiscal Impact:</td> </tr> <tr> <td style="width: 45%;">Will Item affect current budget</td> <td style="width: 15%;">☐ YES</td> <td style="width: 15%;">☐ NO</td> <td style="width: 25%;">☒ N/A</td> </tr> <tr> <td>Reviewed by Finance Director</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Preaudit Certification required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Capital Project Ordinance required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Budget Transfer required</td> <td>☐ YES</td> <td>☐ NO</td> <td>☒ N/A</td> </tr> <tr> <td>Total City Dollars:</td> <td colspan="3">\$</td> </tr> <tr> <td>Budget Code</td> <td colspan="3"></td> </tr> <tr> <td>Reviewed by City Attorney</td> <td>☐ YES</td> <td>☒ NO</td> <td>☐ N/A</td> </tr> </table>		Fiscal Impact:				Will Item affect current budget	☐ YES	☐ NO	☒ N/A	Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A	Preaudit Certification required	☐ YES	☐ NO	☒ N/A	Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A	Budget Transfer required	☐ YES	☐ NO	☒ N/A	Total City Dollars:	\$			Budget Code				Reviewed by City Attorney	☐ YES	☒ NO	☐ N/A
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Manager/Staff Recommendation: Staff recommends that the City Council call for a public hearing to consider the proposed text amendment-which will be heard at their regularly scheduled meeting in January 2023. The Planning Commission will consider this matter at their planned January 3rd meeting.																																					
Attachments: 1. Text Amendment Application 2. Proposed Redlines 3. Clean Copy 4. Original Language																																					



**APPLICATION FOR TEXT AMENDMENT CITY
OF MOUNT HOLLY, NORTH CAROLINA**

Date Filed: **11-17-22**. Application Number: **221117-A**.

I, the undersigned, do hereby respectfully make a formal application for your review of my request concerning the text amendment described below:

1. The amendment is found in the City of Mount Holly Zoning Ordinance relating to: **Lot Grading Permit Application-Section 3.21 in the City's Subdivision & Land Development Ordinance.**
2. The following statement best describes what you would like the text amendment to reflect: **To update section 3.21 of the Subdivision & Land Development Ordinance-which regulates grading permit reviews to integrate changes as proposed by staff. The draft language is attached to this application. The language specifies that as the City does not require grading permit applications to be submitted, this should be reflected in the Subdivision & Land Development Ordinance. The update also provides further detail on the needed components that should be submitted with a grading plan-which is reviewed as a part of a zoning permit application.**
3. Name: **Paul Lowe, Assistant Planning Director.**

Address: **400 E Central Avenue Mount Holly, NC 28120.**

704-951-3014

Phone Number

Paul Lowe

Signature of Applicant

INSTRUCTIONS: Applications must be TYPED or LEGIBLE and filed with the City of Mount Holly Planning and Zoning Department, together with the application fee in the amount of **~~\$250.00~~** (See Fee Schedule) at least 30 days prior to the Planning Commission meeting for initial consideration.

Section 3.21

~~Lot Grading Permit Application~~ Lot Grading Plan

The Applicant shall submit a Lot Grading ~~Permit~~ Plan at the same time as the Zoning permit application is submitted. The lot grading plan shall be consistent with the approved engineering plans. The Lot Grading Plan shall consist of the following information:

House footprint with garage, driveway, sidewalks, and patios.

Lot setbacks in accordance with approved plans.

~~Existing and proposed contours; spot grades as needed~~ Existing and proposed contours; spot grades as needed 'for minor subdivisions or single lot development.

Proposed water, sewer, and drainage facilities with easements on the lot, if any.

Location of water meter and sewer cleanout.

Tree clearing limits.

Impervious surface data.

Road and ROW.

Lot, block, applicant name, and design professional.

Section 3.21

Lot Grading Plan

The Applicant shall submit a Lot Grading Plan at the same time as the Zoning permit application is submitted. The lot grading plan shall be consistent with the approved engineering plans. The Lot Grading Plan shall consist of the following information:

House footprint with garage, driveway, sidewalks, and patios.

Lot setbacks in accordance with approved plans.

Existing and proposed contours; spot grades as needed for minor subdivisions or single lot development.

Proposed water, sewer, and drainage facilities with easements on the lot, if any.

Location of water meter and sewer cleanout.

Tree clearing limits.

Impervious surface data.

Road and ROW.

Lot, block, applicant name, and design professional.

Section 3.21

Lot Grading Permit Application

The Applicant shall submit a Lot Grading Permit at the same time as the Zoning permit is submitted. The lot grading plan shall be consistent with the approved engineering plans. The Lot Grading Plan shall consist of the following information:

House footprint with garage, driveway, sidewalks, and patios

Lot setbacks in accordance with approved plans

Existing and proposed contours; spot grades as needed

Proposed water, sewer, and drainage facilities with easements on the lot, if any

Location of water meter and sewer cleanout

Tree clearing limits

Impervious surface data

Road and ROW

Lot, block, applicant name, and design professional



City of Mount Holly Action Agenda Item

To: City Council From: Paul Lowe	Date: 11-30-2022 Meeting Date: 12-12-2022																																				
Agenda Item to be considered: Call for a public hearing regarding a proposed text amendment, as submitted by City staff, to the Emergency Response Requirements for Trail Systems found in Section 3.12 of the Subdivision & Land Development Ordinance. The update would apply to the fourth item under this section & would update how future trails are named.																																					
Will this require a public hearing? ☒ YES ☐ NO																																					
Background/Purpose of Request: This proposed text amendment was submitted by Planning staff after holding conversations with Police, Fire, and Parks regarding the utility of trail markers in the City-which found that the current trail marking system was not utilized by either Fire or Police. After receiving this information, staff reviewed Section 3.12 of the Subdivision & Land Development Ordinance, and found areas of improvement that could be made, namely the fourth provision under Emergency Response Requirements for Trail Systems. The proposed changes are suggested to make the section read better, to align with current naming procedures, & to better explain the policy used for naming trails-improving transparency & understanding for both developers & staff alike. The Planning Commission will review this matter at their December 5th meeting. If a call is scheduled, the Planning Commission will hold a public hearing tentatively at their January 3 rd meeting, and City Council will consider the matter tentatively at their regularly scheduled meeting in January 2023.																																					
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Attachments: 1. Text Amendment Application 2. Proposed Redlines 3. Clean Copy 4. Original Language																																					



**APPLICATION FOR TEXT AMENDMENT CITY
OF MOUNT HOLLY, NORTH CAROLINA**

Date Filed: **11-17-22**. Application Number: **221117-B**.

I, the undersigned, do hereby respectfully make a formal application for your review of my request concerning the text amendment described below:

1. The amendment is found in the City of Mount Holly Zoning Ordinance relating to: **Emergency Response Requirements for Trail Systems -Section 3.12 in the City's Subdivision & Land Development Ordinance.**
2. The following statement best describes what you would like the text amendment to reflect: **To update section 3.12 of the Subdivision & Land Development Ordinance-which regulates emergency response requirements for trail systems to integrate changes as proposed by staff. The draft language is attached to this application. The proposed language would help to make the section read better, to align with current naming procedures, & to better explain the policy used for naming trails-improving transparency & understanding for both developers & staff alike.**
3. Name: **Paul Lowe, Assistant Planning Director.**

Address: **400 E Central Avenue Mount Holly, NC 28120.**

704-951-3014

Phone Number

Paul Lowe

Signature of Applicant

INSTRUCTIONS: Applications must be TYPED or LEGIBLE and filed with the City of Mount Holly Planning and Zoning Department, together with the application fee in the amount of **\$250.00** (See Fee Schedule) at least 30 days prior to the Planning Commission meeting for initial consideration.

Section 3.12 Neighborhood Recreation Sites

Emergency Response Requirements for Trail Systems:

The purpose of the trail system requirements is to assure that when off road amenities are provided by a development that public health, safety, and welfare are appropriately assured during the review and approval by the City of Mount Holly.

If a developer proposes or is required to provide any trail system or network as part of the development, then the following items will be required at a minimum and will be included as part of the Greenway Response Map for the City of Mount Holly:

1. Private greenways or trails need to be a minimum of eight (8) feet wide and at a minimum gravel surface for emergency response trucks or all-terrain vehicles. If dirt or natural surface trails are proposed the developer will need to provide other measures in order to assure appropriate response can be maintained.
2. If foot bridges are proposed it is required that a vehicle access point is provided if the distance between them exceeds two miles.
3. Trail marking on routes will be required with a maximum of ¼-mile between markers, and;
4. ~~Signage for trail makers will be assigned a specific labeling system to be used based on the projects location on the Greenway Response Map. (Example: Project is in Zone Red (R) and they are the 2nd development in that Zone (B), then all Trail Makers for that development will begin with RB followed by the mile marker based on Item 3 above, RB 0.25 or RB 1.75)~~ City staff are responsible for regulating the naming, signage & trail markers that are associated & installed with newly developed trails. Markers & naming conventions will be assigned based on a project's location on the Greenway Response Map. Trail markers will display a City assigned three letter abbreviation unique to the development, followed by the mile marker based on Item 3 above. Contact Planning Department staff for information regarding trail marker abbreviation assignment.
5. Developer will provide global positioning system (GPS) coordinate of the trail to be placed on the Greenway Response Map, which is maintained by the GIS Department.
6. Developer is required to provide a kiosk at all trail heads referencing specific information to that trail including but not limited to how markers on the trail can be used when contacting Emergency 911 Services, provide map of trail with reference to kiosk location ('You are Here' indicator), map will need to show access points along the trail to be used for emergency services.
7. All trail markers and kiosks will be constructed and placed in a permanent nature in order to assure high visibility and awareness for all users of the trails.
8. The City may require other information be provided that is specific to the project.
9. Any associated signage be maintained by the developer or home owners association.

Section 3.12 Neighborhood Recreation Sites

Emergency Response Requirements for Trail Systems:

The purpose of the trail system requirements is to assure that when off road amenities are provided by a development that public health, safety, and welfare are appropriately assured during the review and approval by the City of Mount Holly.

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7. All trail markers and kiosks will be constructed and placed in a permanent nature in order to assure high visibility and awareness for all users of the trails.
8. The City may require other information be provided that is specific to the project.
9. Any associated signage be maintained by the developer or home owners association.



City of Mount Holly Action Agenda Item

To: City Council

Date: 11-30-2022

From: Paul Lowe

Meeting Date: 12-12-2022

Agenda Item to be considered: Reappoint Myles Biggerstaff and Will Crist to serve an additional three-year term on the Planning Commission expiring in December 2025.

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request: Myles Biggerstaff and Will Crist's term expire December 2022. Staff has checked with both members, and they are willing to serve. If reappointed, Biggerstaff and Crist's will serve on the Planning Commission until December 2025. Staff recommends the reappointments as both members add value to the Commission and have good regular attendance.

Staff will be coming back to the City Council later in the year for an additional appointment of a new member to replace outgoing member Jeff High, who is not seeking reappointment. We have been unable to generate any applications for the upcoming vacancy.

Fiscal Impact:

Will Item affect current budget	☐ YES	☐ NO	☒ N/A
Reviewed by Finance Director	☐ YES	☐ NO	☒ N/A
Preaudit Certification required	☐ YES	☐ NO	☒ N/A
Capital Project Ordinance required	☐ YES	☐ NO	☒ N/A
Budget Transfer required	☐ YES	☐ NO	☒ N/A
Total City Dollars:	\$		
Budget Code			
Reviewed by City Attorney	☐ YES	☒ NO	☐ N/A

Manager/Staff Recommendation:

Reappoint Myles Biggerstaff and Will Crist for an additional term on the Planning Commission. If reappointed, their updated term will expire December 2025.

Attachments:

1. Current Planning Commission Roster



City of Mount Holly
Planning Commission/Board of Adjustment Roster

Jerry Bishop, Chair (BOA Member) 200 East Catawba Drive Mount Holly, NC 28120 704-460-9414 jerrybishop4160@gmail.com Term Expires: December 2023	Teraseta Ellerbe, Vice-Chair (BOA Member) 212 Augustus Lane Mount Holly, NC 28120 704-860-6630 terasetaellerbe@gmail.com Term Expires: December 2024
Rodney Williams (BOA Member) 315 South Main Street Mount Holly, NC 28120 (C) 704-616-4008 A1949hotrod@outlook.com Term Expires: December 2024	Myles Biggerstaff (BOA Member) 607 Timberlane Drive Mount Holly, NC 28120 704-860-4777 mbiggers@bellsouth.net Term Expires: December 2022
Melanie Nichols (BOA Member) 145 Riverfront Parkway Mount Holly, NC 28120 704-685-4104 Melanie@melaniemwilson.com Term Expires: December 2024	Will Crist (Alt # 1) 207 Old Mine Road Mount Holly, NC 28120 704-451-9118 wfcrist@bellsouth.net Term Expires: December 2022
Perry Toomey (Alt #2) 203 Dogwood Drive Mount Holly, NC 28120 704-827-0505 perrytoomey@att.net Term Expires: December 2023	Alberto Gonzalez (Alt # 3) 116 Thomas Springs Drive Mount Holly, NC 28120 786-553-7639 Albert.gonzalez631@gmail.com Term Expires: December 2023
Jeff High (Alt # 4) 236 Village Glen Way Mount Holly, NC 28120 704-862-3671 Jkhigh73@gmail.com Term Expires: December 2022	Staff: Greg Beal-704-951-3012 Paul Lowe-704-951-3014 Brandon Livingston-704-951-3017 Michael Godwin-704-951-3026 Josh Blackwell-980-525-9041
Mount Holly Planning Department 400 East Central Avenue Mount Holly, NC 28120 704-827-3931 (Main City Phone Number)	



City of Mount Holly Action Agenda Item

To: Mayor and City Council	Date: December 5, 2022
From: Miles Braswell, City Manager	Meeting Date: December 12, 2022
Agenda Item to be considered:	
Mount Holly Tourism Development Authority Appointments	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request:	
The Mount Holly Tourism Development Authority (TDA) Chair, Ineke Wilson, requests that the City Council appoint the following to the Board: - Reba Edwards as a representative of 'lodging' per the TDA Bylaws - Michael Zubel as a representative of 'lodging' per the TDA Bylaws. The Chair, Ineke Wilson, was appointed to the Board on August 9, 2021.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☒ NO ☐ N/A
Reviewed by Finance Director	☐ YES ☒ NO ☐ N/A
Preaudit Certification required	☐ YES ☒ NO ☐ N/A
Capital Project Ordinance required	☐ YES ☒ NO ☐ N/A
Budget Transfer required	☐ YES ☒ NO ☐ N/A
Total City Dollars:	
Budget Code	
Reviewed by City Attorney	☐ YES ☒ NO ☐ N/A
Manager/Staff Recommendation:	
Result of City Council Decision:	
Attachments:	
- Reba Edwards' resume - Michael Zubel's resume	

Reba Edwards

Regional Director of Sales for Holiday Inn Express & Suites in Mount Holly, NC

Prior to her arrival to North Carolina, she served as the Recreation Supervisor for 24 years in Colonial Heights, VA and worked closely with the local Chamber office and implemented and assisted on various town events and projects.

Mrs. Edwards interest are gardening and volunteering at community events.

She served as Treasurer on the Belmont Merchants Association Board in 2012 and implemented and was the Director of the Main Street Program for the City of Belmont. Upon leaving her position with Belmont, she has been General Manager & Regional Director of Sales with the Holiday Inn Express located in Mt. Holly & Holiday Inn Express Charlotte Airport.

Michael Zubel is the General Manager of The Fairfield Inn & Suites Mt. Holly, located at 1 Caldwell Drive, since May 2021.

Michael is a veteran hotelier with over 40 years of hospitality experience, the past 30 years in the Charlotte Region. He has held General Manager positions with numerous brands, including Marriott International, Hilton Hotels Corporation, Historic Hotels of America and Preferred Hotels & Resorts Worldwide.

Originally from New Jersey, Michael attained his bachelor's of arts degree and bachelor's of science degree in Industrial Relations from Seton Hall University.

Michael is well known in The Hotel Community for his past involvement in the following organizations over the years within the Charlotte Region Community.

- a. Past Board Member Arthritis Foundation
- b. Matthews Mayoral Task Force on Education
- c. Charlotte Chamber Work First- Chairman
- d. Department of Social Services -Appeal Referee TANIIF
- e. Charlotte Works- Former Board Member- Mayor Appointee
- f. Charlotte Works-Former Chairman-Business Solutions Committee
- g. Former Board Member-Charlotte Area Hotel Association
- h. Former Board Member Charlotte Hospitality and Tourism Alliance

**CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL MEETING
MONDAY, November 14, 2022
COUNCIL CHAMBERS
7:00 PM**

Call to Order

Mayor Hough called the meeting to order at 7:00 pm. The following were present:

Mayor Bryan Hough	Miles Braswell, City Manager
Mayor Pro Tem Phyllis Harris	Brian DuPont, Assistant City Manager
Councilman Ivory Craig	Brian Reagan, Police Chief
Councilman Jeff Meadows	Ryan Baker, Fire Chief
Councilman David Moore	Greg Beal, Planning Director
Councilwoman Christina Pawlish	Tony Walker, Streets and Solid Waste Director
Councilwoman Lauren Shoemaker—absent	Jonathan Wilson, Director of Utilities
Marie M. Anders, City Attorney	Mark Jusko, Recreation Supervisor
Kemp Michael, Assistant City Attorney	Michelle Wood, Finance Director

Invocation

Reverend Shirley Canty, Pastor at Burge Memorial led the Council, staff and attendees in prayer.

Pledge of Allegiance

Boy Scout Troop 59 led the Council, staff and attendees in the Pledge of Allegiance.

Set the Agenda

With no changes to the agenda, Councilwoman Pawlish made a motion to approve the agenda as presented. Councilman Moore seconded the motion. All Council Members present voted in favor. (Motion Carried)

CONSENT AGENDA

1. Approval of Budget Amendment
 - Vehicle Replacement—Police
 - State Drug Tax—Police
 - Yule Love Mount Holly—TDA
2. Approval of Liens for Weeds and Grass
 - 102 Maple Drive
 - 219 Walnut Avenue
3. Approval of Municipal Services Legal Contract with Michael, Elting and Anders, PLLC
4. Approval of a Resolution approving the Installment Financing Contract for the Powell Bill Project
5. Approval of Minutes of the October 24, 2022 Council Work Session Meeting

Councilman Meadows commented that he would like to see an end date on the Municipal Services Legal Contract. He commented that he is accustomed to contracts having a beginning and end date and advised that he is not opposed the contract and is fine with approving it tonight and let the City Manager and Attorney work out the details of an end date. Mayor Pro Tem Harris made a motion to approve the consent agenda with the direction for the City Manager and the City Attorney to work out an ending date to the Municipal Services Legal Contract. Councilman Craig seconded the motion. All Council Members present voted in favor. Motion carried.

PRESENTATIONS

1. Presentation of a Resolution to Honor Mrs. Helen Hager for her 100th Birthday

The Mayor and City Council presented Mrs. Helen Hager with a resolution to honor her on the celebration of her 100th birthday. Mrs. Hager commented that that the secret to a long life is to stay active.

2. Presentation of a Resolution to Honor Mrs. Jessie Rhyne for her 105th Birthday

The Mayor and City Council presented Mrs. Jessie Rhyne via live stream with at resolution to honor her on the celebration of her 105th birthday. Mrs. Rhyne was unable to attend due to health reasons but was watching the live feed. Mrs. Rhyne's granddaughter will come by City Hall and pick up the resolution.

3. Presentation of a Resolution Honoring Former Mayor Robert Whitt for his years served at the Mayor of Mount Holly

Former Mayor Robert Whitt was honored earlier in the evening at a dinner reception for his time serving the City of Mount Holly as Mayor. The Mayor and City Council honored Former Mayor Whitt with a resolution for his years served. Former Mayor Whitt commented that he was grateful for the Council he worked with and enjoyed his tenure as the Mount Holly Mayor.

4. Presentation of a Resolution Recognizing Sophie Hoerst for being an Icon Amongst Today's Youth in Mount Holly

The Mayor and Council recognized Ms. Sophie Hoerst for being a forward thinker and coming to the City Council 3 years ago at the age of 10 and requesting crosswalks for the city. Since that time, the requested crosswalks have been installed and the Mayor and Council called her back and presented her with a resolution.

PUBLIC COMMENT – Three (3) Minute Limit

No one was signed up to speak.

OLD BUSINESS

1. Discussion of ARPA Fund Distribution

Mr. Wilson gave a recap of the fund balance on the proposed ARPA Fund Projects. He reviewed the cost estimates and reported on the percentage of remaining unassigned fund balance that would be available after the pay as you go options being above the 25% internal staff general fund policy. Councilman Meadows made a motion to move forward with the connector road project with the \$3M committed unassigned fund balance for the connector road. Mayor Pro Tem Harris seconded the motion. All Council Members present voted in favor. (Motion carried) Councilman Meadows commented that the General Fund Policy is not a Council Approved policy and is an internal staff policy.

NEW BUSINESS

1. Consideration and Approval of a Firm to perform Old City Hall Facility Condition Assessment

Mr. Brinkley reported that the Old City Hall Facility Condition Assessment Committee met and reviewed the proposals received for the assessment of the condition for the old city hall. He advised that the Committee agreed to recommend Creech and Associates for the study. Councilman Moore made a motion to enter into contract with Creech and Associates for the Old City Hall Facility Condition Assessment. Councilman Meadows seconded the motion. All Council Members present voted in favor. (Motion carried)

2. Consideration and Approval of PAAC Recommendation for Year 2 Art Projects

Mr. Lowe advised that PAAC met and agreed on a recommendation for the 22/23 art projects. He advised that PAAC agreed to recommend 2 Crosswalk Creations-Crosswalk Projects and 8 Signal Box Wrapping Projects. The Crosswalk at South Alexander Street and South Main Street will be completed in this year's budget. The prep for the crosswalk projects will be paid for by the city and then work with the Farmers Market and Arts on the Greenway for the design. Mr. Lowe advised that the staff will plan an art contest with local schools for the Signal Box Wrapping Projects. He further advised that the Planning Department is seeking approval from NCDOT to wrap the signal boxes. Councilman Meadows suggested that staff contact the Shelby NCDOT office as they are sometimes more responsive.

3. Consideration and Approval of the final design of the Mural for the Traust Brewing Building, located at 128 S Main Street

Mr. Beal presented the design for the mural on the Traust Brewing Building. He advised that the cost of the mural is \$21,000 and PAAC recommends approval of the design. Councilman Meadows made a motion to approve the final design of the Mural for the Traust Brewing Building, located at 128 S Main Street. Councilman Craig seconded the motion. All Council Members voted in favor. (Motion carried) Councilman Moore asked about the timeline for completion. Mr. Beal advised that they would start on it this week and have it completed before the holiday events downtown.

CLOSED SESSION

1. Closed Session Pursuant to N.C.G.S 143-318.11 (a) (3, 4 and 5)

Councilman Moore makes a motion to enter into closed session pursuant to N.C.G.S 143-318.11 (a) (3, 4 and 5). Councilwoman Pawlish seconded the motion. All Council members present voted in favor. (Motion Carried)

The time was 7:51 pm.

Mayor Pro Tem Harris made a motion to return to open session. Councilwoman Pawlish seconded the motion. All Council Members present voted in favor. (Motion Carried)

The time was 8:49pm.

Councilwoman Pawlish made a motion to enter into a purchase agreement with the Allocco's for the property located at 143 East Catawba Avenue in the amount of \$900,000. Councilwoman Harris seconded the motion. All Council Members voted in favor. (Motion carried)

ADJOURN

With no additional items for discussion, Mayor Hough entertained a motion to adjourn.

Councilwoman Pawlish made the motion to adjourn the November 14, 2022 Council Meeting. Mayor Pro Tem Harris seconded the motion. All Council Members present voted in favor. (Motion Carried)

The meeting adjourned at 8:51 pm.

PRESENTATIONS



City of Mount Holly Action Agenda Item

To: City Council

Date: December 8, 2022

From: Brian Reagan, Police Chief

Meeting Date: December 12, 2022

Agenda Item to be considered: Swearing In of Police Officers Tyler Russell, Trenton Allen and Chase Causey

Will this require a public hearing?

☐ YES

☒ NO

Background/Purpose of Request: This is a ceremonial swearing in and family members will be at the meeting for the pinning ceremony and in support of these new officers.

Fiscal Impact:

Will Item affect current budget	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☒ NO	☐ N/A
Preaudit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:	\$		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☒ N/A

Manager/Staff Recommendation:

Result of City Council Decision:

Attachments:

1. Oath

**CITY OF MOUNT HOLLY, NC
POLICE OFFICER**

OATH OF OFFICE AS REQUIRED BY N.C. GENERAL STATUTE 11-11

"Do you _____, solemnly swear (or affirm) to be alert and vigilant to enforce the criminal laws of this State; that you will not be influenced in any matter on account of personal bias or prejudice; that you will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith; and that you will faithfully and impartially execute and discharge the duties of your office as a Police Officer for the City of Mount Holly, North Carolina, according to the best of your skill, ability and judgment; so help me God."

Officer

Sworn to and subscribed before me
this the 12th day of December, 2022.

Bryan Hough, Mayor



City of Mount Holly Action Agenda Item

To: City Council
From: Brian Reagan, Police Chief
Date: December 8, 2022
Meeting Date: December 12, 2022

Agenda Item to be considered: Promotional Police Department Swearing In of Sergeants Bryan Kale and Travis McManus

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request: This is a ceremonial swearing in and family members will be at the meeting for the pinning ceremony and in support of these Sergeants that were recently promoted.

Fiscal Impact:

Will Item affect current budget	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☒ NO	☐ N/A
Preaudit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A

Total City Dollars:

\$

Budget Code

Reviewed by City Attorney ☐ YES ☐ NO ☒ N/A

Manager/Staff Recommendation:

Result of City Council Decision:

Attachments:

1. Oath

**CITY OF MOUNT HOLLY, NC
POLICE OFFICER**

OATH OF OFFICE AS REQUIRED BY N.C. GENERAL STATUTE 11-11

"Do you _____, solemnly swear (or affirm) to be alert and vigilant to enforce the criminal laws of this State; that you will not be influenced in any matter on account of personal bias or prejudice; that you will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith; and that you will faithfully and impartially execute and discharge the duties of your office as a Sergeant for the City of Mount Holly, North Carolina, according to the best of your skill, ability and judgment; so help me God."

Officer

Sworn to and subscribed before me
this the 12th day of December, 2022.

Bryan Hough, Mayor



City of Mount Holly Action Agenda Item

To: City Council

Date: December 8, 2022

From: Brian Reagan, Police Chief

Meeting Date: December 12, 2022

Agenda Item to be considered: *Recognition of Detective Lee Farris for obtaining the Criminal Investigation Certificate*

Will this require a public hearing?

☐ YES

☒ NO

Background/Purpose of Request: *Detective Lee Farris worked diligently to obtain his Criminal Investigation Certificate from the North Carolina Justice Academy. This certification requires 400 hours of structured training from the academy. Detective Farris is one of few officers in Gaston County that has completed the training and received this award.*

Fiscal Impact:

Will Item affect current budget	☐ YES	☒ NO	☐ N/A
Reviewed by Finance Director	☐ YES	☒ NO	☐ N/A
Preaudit Certification required	☐ YES	☒ NO	☐ N/A
Capital Project Ordinance required	☐ YES	☒ NO	☐ N/A
Budget Transfer required	☐ YES	☒ NO	☐ N/A
Total City Dollars:	\$		
Budget Code			
Reviewed by City Attorney	☐ YES	☐ NO	☒ N/A

Manager/Staff Recommendation:

Result of City Council Decision:

Attachments:

1.

[illegible]



City of Mount Holly Action Agenda Item

To: City Council	Date: December 8, 2022
From: Miles Braswell, City Manager	Meeting Date: December 12, 2022
Agenda Item to be considered: Employee Service Awards	
Will this require a public hearing? ☐ YES ☒ NO	
Background/Purpose of Request : Each year at this time the City recognizes employees that have met milestones in their careers with the City. We do this in 5 year increments.	
Fiscal Impact:	
Will Item affect current budget	☐ YES ☐ NO ☒ N/A
Reviewed by Finance Director	☐ YES ☐ NO ☒ N/A
Preaudit Certification required	☐ YES ☐ NO ☒ N/A
Capital Project Ordinance required	☐ YES ☐ NO ☒ N/A
Budget Transfer required	☐ YES ☐ NO ☒ N/A
Total City Dollars:	\$
Budget Code	
Reviewed by City Attorney	☐ YES ☐ NO ☒ N/A
Manager/Staff Recommendation: N/A	
Result of City Council Decision: _____	
Attachments: 1. 2022 Employee Service Award List	

2022 Employee Service Awards

Administration

Hannah Rayburn—5

Finance

Katie Holland—5

Marvenia York—10

Fire

Craig Spry—10

Robert Westbrook—10

Maintenance

Larry Harris—10

Parks and Rec

Shea Joyner—5

Police

Seth Dunn--5

Thomas Bell—20

Ann Burton—20

Brian Reagan—20

Shannon Harris—25

Streets

Osvaldo Cordero—5

Ronnie Smith—5

John Freeman—20

Jimmy Rankin—20

Utilities

Anthony Manning—5

John Womble—5

PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

OTHER BUSINESS

REPORTS

Mount Holly Parks & Recreation

Monthly Report-November 2022

Sole Patrol-

The Sole Patrol met 17 days during the month of November. The total attendance was 376, with 31 different members attending. Their activities included walking, corn hole, shuffleboard, and a Thanksgiving luncheon.

Fitness Center-

The Fitness Center was open 17 days throughout November. The total attendance was 214, with 28 different members attending.

Athletics-

Free-play basketball for youth was open at the Old Gym on Mondays-Thursdays after school and adult free-play basketball is available at the Tuckaseegee Community Center. We have been averaging 22 participants for both sessions.

Our indoor soccer season was played during the month of November, we had 84 children participate on eight teams. Flag Football began their season in November we have 150 children participating on 16 teams.

Free-play volleyball is held Wednesday evenings at the Tuckaseegee Community Center. We had 103 visits by 23 different players.

Free-play pickleball was held Tuesdays and Thursdays from 1-3pm at the Tuckaseegee Community Center. We had a total of 44 visits by 13 different players.

Rentals & Special Events-

We had one shelter rental at Tuckaseegee Park, the estimated attendance was 35 people.

Our co-sponsored youth wrestling program with the Lost Boyz Wrestling club was held in November at the Old Gym. They used the gym 6 times with an average attendance of 40 participants per session

News & Notes-

Santa Visits the Grand Hall December 10 9am-12pm & December 14 530-830pm

Downtown horse- drawn carriage rides December 12, 13, 14 6-9pm.

Electric Christmas Parade December 16 at 6pm.

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(11/01/2022 - 11/30/2022)

Offense:	Closed By Arrest	Closed/Oth. Means	Death of Offender	Prosecut. Declined	Cust. Oth. Jurisdic.	Vic. Ref. Cooper.	Juv. No Custody	Not Applic.	Unfound.	Reported	Actual	Further Invest.
11C - Sexual Assault with an Object	0	0	0	0	0	0	0	1	0	1	1	0
11D - Fondling	0	0	0	0	0	1	0	1	0	2	2	1
120 - Robbery	0	0	0	0	0	0	0	1	0	1	1	1
13A - Aggravated Assault	0	1	0	0	0	0	0	2	0	2	2	1
13B - Simple Assault	5	1	0	2	0	0	0	11	2	13	11	5
13C - Intimidation	0	1	0	0	0	0	0	2	0	2	2	1
220 - Burglary/Breaking & Entering	0	0	0	0	0	0	0	7	0	7	7	7
23D - Theft From Building	0	0	0	0	0	0	0	1	0	1	1	1
23F - Theft From Motor Vehicle	1	0	0	0	0	0	0	3	0	3	3	2
23G - Theft of Motor Vehicle Parts or Accessories	0	0	0	0	0	0	0	1	0	1	1	1
23H - All Other Larceny	0	1	0	0	0	0	0	5	0	5	5	4
240 - Motor Vehicle Theft	0	0	0	0	0	0	0	3	0	3	3	3
250 - Counterfeiting/Forgery	0	0	0	0	0	0	0	1	0	1	1	1
26A - False Pretenses/Swindle/Confidence Game	0	3	0	0	2	0	0	1	0	3	3	0
26B - Credit Card/Automated Teller Machine Fraud	0	0	0	0	0	0	0	2	0	2	2	2
26F - Identity Theft	0	2	0	0	2	0	0	0	0	2	2	0
290 - Destruction/Damage/Vandalism of Property	0	1	0	0	0	0	0	6	0	6	6	5
35A - Drug/Narcotic Violations	8	2	0	0	0	0	0	11	0	11	11	1
35B - Drug Equipment Violations	6	2	0	0	0	0	0	8	0	8	8	0
520 - Weapon Law Violations	3	0	0	0	0	0	0	3	0	3	3	0
90C - Disorderly Conduct	1	0	0	0	0	0	0	1	0	1	1	0
90D - Driving Under the Influence	7	0	0	1	0	0	0	5	0	7	7	0

Incident Disposition Totals by Offense

MOUNT HOLLY POLICE

(11/01/2022 - 11/30/2022)

Offense:	Closed By Arrest:	Closed/Oth. Means:	Death of Offender:	Prosecut. Declined:	Cust. Oth. Jurisdic.:	Vic. Ref. Cooper.:	Juv. No Custody:	Not Applic.:	Unfound.:	Reported:	Actual:	Further Invest.:
90Z - All Other Offenses	3	2	0	0	0	0	0	6	0	6	6	1
90Z.01 - Traffic Violations	25	9	0	0	0	0	0	33	0	34	34	0
90Z.03 - Court Violations	3	0	0	0	0	0	0	2	0	3	3	0
90Z.05 - Found Property	0	1	0	0	0	0	0	2	0	4	4	3
90Z.07 - Suicide	0	0	0	0	0	0	0	0	0	1	1	1
90Z.11 - Call For Service	0	3	0	0	0	0	3	7	1	12	11	8
90Z.13 - B&E to Motor Vehicle	1	1	0	0	0	0	0	6	0	6	6	4
90Z.14 - Larceny after B&E.	0	0	0	0	0	0	0	5	0	5	5	5
90Z.15 - Damage to Property <\$500.00	0	1	0	0	0	0	0	6	0	6	6	5
W - Warrant Service	5	0	0	0	0	0	0	5	0	5	5	0
Totals:	68	31	0	3	4	1	3	148	3	167	164	63

Mt Holly PD
400 E CENTRAL AV MT HOLLY , NC 28120

CFS By Department - Select Department By Date
For MOUNT HOLLY POLICE 11/1/2022 - 11/30/2022

MOUNT HOLLY POLICE	Count	Percent
ALARM B	30	1.46%
ALARM R	20	0.97%
ANIMAL COMPLAINT	6	0.29%
ASSAULT AL OCC	2	0.10%
ASSAULT IN PROG	1	0.05%
ASSAULT W/ WEAPON	1	0.05%
ASSIST CITY DEPARTMENT	3	0.15%
ASSIST FD/EMS	16	0.78%
ASSIST LE AGENCY	21	1.02%
ASSIST OTHER	1	0.05%
ATTEMPTED B & E	1	0.05%
B & E BUSINESS AL OCC	4	0.19%
B & E RES AL OCC	3	0.15%
B & E RES IN PROG	1	0.05%
B & E TO VEHICLE ALR OCC	6	0.29%
CHECK ROADWAY	15	0.73%
CHECK THE WELFARE	30	1.46%
CHILD ABUSE AL OCC	1	0.05%
CIVIL DISPUTE	7	0.34%
CODE ENFORCEMENT	1	0.05%
COMM SERV SPECIAL EVENT	2	0.10%
COMMUNICATING THREATS	4	0.19%
COURT	5	0.24%
DAMAGE TO PROPERTY	7	0.34%
DEATH INV UNATTENDED	1	0.05%
DISCHARGE FIREARM	4	0.19%
DISTURBANCE NATURE UNK	2	0.10%
DOMESTIC ARGUMENT	20	0.97%
DOMESTIC ASSAULT	6	0.29%
DOMESTIC ESCORT	2	0.10%
DRUGS	4	0.19%
FIGHT MULTIPLE SUBJ	3	0.15%
FOLLOW UP INVESTIGATION	35	1.70%
FOOT PATROL	5	0.24%
FOUND PROPERTY	7	0.34%
FRAUD	8	0.39%
HANGUP 911	13	0.63%
HARRASSMENT	8	0.39%
HIT & RUN PD	6	0.29%
IDENTITY THEFT	3	0.15%
INDECENT EXPOSURE	2	0.10%
INFORMATION ONLY	20	0.97%

MOUNT HOLLY POLICE	Count	Percent
INTOXICATED DRIVER	3	0.15%
INTOXICATED PEDESTRIAN	1	0.05%
JUVENILE	16	0.78%
JUVENILE SEX ASSAULT AL OCC	2	0.10%
K9 DEPLOYMENT-BUILDING/RESIDENCE SEARCH	2	0.10%
K9 DEPLOYMENT-TRACKING	3	0.15%
K9 DEPLOYMENT-VEHICLE SEARCH	9	0.44%
LARCENY AL OCC	19	0.92%
LARCENY FROM VEHICLE	2	0.10%
LARCENY IN PROG	3	0.15%
LICENSE CHECK	1	0.05%
MISC CALL	1	0.05%
MISSING PERSON JUVENILE	2	0.10%
MV COLLISION PD	37	1.80%
MV COLLISION PI	6	0.29%
NOISE VIOLATION	7	0.34%
PARKING VIOL	6	0.29%
PERSONAL ESCORT	4	0.19%
PICK UP PROPERTY	1	0.05%
PROWLER	3	0.15%
PUBLIC NUISANCE BIKES/SKATEBOARDS/ATV/DIRT BIKES	1	0.05%
PUBLIC SERVICE CALL	52	2.53%
RADAR/TRAFFIC ENFORCEMENT	1	0.05%
ROAD RAGE	2	0.10%
ROBBERY NO WEAPON AL OCC	1	0.05%
SCHOOL RES OFFICER	4	0.19%
SCHOOL TRAFFIC	7	0.34%
SERVE WARRANT	7	0.34%
SEX OFFENSE/RAPE AL OCC	1	0.05%
SHOOTING IN DWELLING	2	0.10%
SOLICITATION	2	0.10%
SPECIAL ASSIGNMENT	22	1.07%
SPECIAL CHECK	1119	54.40%
STOLEN VEHICLE AL OCC	3	0.15%
STRANDED MOTORIST	27	1.31%
SUBJECT WITH A GUN/WEAPON	2	0.10%
SUICIDAL SUBJECT	4	0.19%
SUSPICIOUS PERSON	47	2.28%
SUSPICIOUS VEH OCCUP	40	1.94%
SUSPICIOUS VEH UNOCCUP	53	2.58%
TRAFFIC OTHER	8	0.39%
TRAFFIC STOP	162	7.88%
TRESPASS	17	0.83%
VERBAL ARGUMENT	8	0.39%
Total Records For MOUNT HOLLY POLICE	2057	Dept Calls/Total Calls 100.00%
Total Records	2057	

Arrest Race/Sex Totals by Offense

MOUNT HOLLY POLICE

(11/01/2022 - 11/30/2022)

Primary Offense:	White Male:	Black Male:	Indian Male:	Asian/ Pac. Isl. Male:	White Female:	Black Female:	Indian Female:	Asian/ Pac. Isl. Female:	Juven.:	Adult:	Resd.:	NonRes.:	Arrests:
13B - Simple Assault	2	1	0	0	1	0	0	0	0	4	3	1	4
26B - Credit Card/Automated Teller Machine Fraud	0	0	0	0	1	0	0	0	0	1	1	0	1
35A - Drug/Narcotic Violations	3	0	0	0	1	0	0	0	0	4	1	3	4
90C - Disorderly Conduct	1	0	0	0	0	0	0	0	0	1	1	0	1
90D - Driving Under the Influence	4	3	0	0	0	0	0	0	0	7	3	4	7
90Z - All Other Offenses	1	0	0	0	0	0	0	0	0	1	0	1	1
90Z.03 - Court Violations	1	1	0	0	2	0	0	0	0	4	2	2	4
W - Warrant Service	1	2	0	0	1	2	0	0	0	6	2	4	6
Totals:	13	7	0	0	6	2	0	0	0	28	13	15	28

Citation Totals by Charge

MOUNT HOLLY POLICE

(11/01/2022 - 11/30/2022)

Charge:	Number of Charges:
Speeding (Infraction)	10
Seat Belt	2
No Operator License	17
Driving While License Revoked	12
Expired Registration	16
Unsafe Movement	1
Failure To Stop (Stop Sign/Flashing Red Light)	2
Running Red Light	2
No Insurance	1
Failure To Reduce Speed	3
Other (Infraction)	13
Other (2nd Charge - Infraction)	40
Total:	119