September 25, 2023
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
Danny Jackson, Interim City Manager

CITY OF MOUNT HOLLY
MOUNT HOLLY CITY COUNCIL MEETING AGENDA

September 25, 2023
6:30 P.M.

CALL TO ORDER BY THE MAYOR

INVOCATION

PLEDGE OF ALLEGIANCE

SET THE AGENDA

CONSENT AGENDA

1. Approval of Release of Letter of Credit for River Park Phase 4, 5 and 6.
2. Approval of Fire Department Administrative Assistant / Fire and Life Safety Educator
3. Approval of Minutes from the September 11, 2023 Council Meeting
4. Approval of Minutes from the September 11, 2023 Closed Session

NEW BUSINESS

1. Presentation from Better City — *Jason Godfrey and Meng Guo*
2. Presentation on River Bend Access Area Improvements -Duke Energy — *Ethan Pardue*

OLD BUSINESS

1. Consideration of Offer to Purchase PID 122990 on Woodlawn Ave. — *Marie Anders*

CLOSED SESSION

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

ADJOURN

CONSENT AGENDA

City of Mount Holly
Action Agenda Item

To:	Mayor and City Council	**Date:**	June 7, 2023
From:	Jonathan Wilson, Utilities Director	**Meeting Date:**	June 12, 2023

Agenda Item to be considered:

Release of the Letter of Credit posted for River Park Phase 4, Phase 5 and Phase 6.

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request:

River Park Phase 4 letter of credit was posted on August 7, 2019 in the amount of $622,011.00 and was reduced at the March 9, 2020 City Council meeting to the amount of $186,603.30. River Park Phase 5 letter of credit was posted on September 24, 2019 in the amount of $333,133.80 and was reduced April 20, 2020 to the amount of $99,940.15. River Park Phase 6 letter of credit was posted on March 26, 2020 in the amount of $1,430,497.20 and was reduced March 14, 2022 to the amount of $429,149.13.

At this time, the infrastructure has been inspected and punch lists completed to the satisfaction of the City Staff.

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: Recommend release of the Letter of Credit to HDP River Park, LLC and accept infrastructure for maintenance for River Park Phase 4, Phase 5 and Phase 6.

Result of City Council Decision: ______

Attachments:

1. ***Developer Request***
2. ***City Staff Approval Memo***
3. ***Letter of Credits***
4. ***Letter of Credit Amendments***

MOUNT HOLLY
Connecting Community & Nature

Jonathan Wilson <jonathan.wilson@mtholly.us>

Fwd: River Park Phase 4-6 Formal Bond Release Request

1 message

Steven Haynie <steven.haynie@mtholly.us> Thu, Aug 24, 2023 at 3:59 PM
To: Jonathan Wilson <jonathan.wilson@mtholly.us>

Jonathan please see the email below and memo. Let me know if you need any additional information.
Thanks

---------- Forwarded message ---------
From: **Matt McPherson** <mmcpherson@smithdouglas.com>
Date: Wed, Aug 2, 2023 at 12:22 PM
Subject: River Park Phase 4-6 Formal Bond Release Request
To: Steven Haynie <steven.haynie@mtholly.us>
Cc: John Brunner <jjbrunner@smithdouglas.com>

Steven,

Good afternoon sir. Please allow this email to serve as the formal request to close our Developer Bond for Streets and Sidewalk for River Park Phases 4-6 . As requested, please find the following dropbox links to the required information:

- Recorded Plat Maps for River Park Phases 4-6:

  https://www.dropbox.com/scl/fo/wyww6llyv3nyu9trmtevm/h?rlkey=9zayf9j4uwyyx4fu8qtt07zh4&dl=0

- River Park Phase Map:

  https://www.dropbox.com/scl/fi/ged7o5c55xoqxepbpg0tf/River-Park-Phasing.pdf?rlkey=mhnwqikxxbqfg4mbcq5r4z3bl&dl=0

- Recorded As Builts for River Park Phases 4-6

  https://www.dropbox.com/scl/fo/7kohh14jzafta6l9r4ijq/h?rlkey=jufmg2lax9z6c6yxtyrmua3lv&dl=0

- Wet Utility (Sanitary, Storm, Water) Activation Dates by Phase:

  Phase 4 – 2/28/20

  Phase 5 – 3/19/20

  Phase 6 – 9/14/20

- I have requested 3 full size copies of the AS Builts stapled and bound & will hand deliver to your attention next week when vendor completes

Thank you in advance for your assistance and please let me know if you require any additional information.

Regards,

Matt McPherson

Land Development Manager

mmcpherson@smithdouglas.com

C: 864.991.5079

Mailing Address: PO Box 311, Midland, NC 28107

Physical Address: 4297 NC Highway 24/27 E, Suite B, Midland, NC 28107

SMITH DOUGLAS HOMES

Great Place To Work Certified

Steven Haynie
Site Inspector
Office-980-421-6967
Cell- 980-525-9774
Email- steven.haynie@mtholly.us

GASTON OUTSIDE GO

herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.

donotreply@mtholly.us_20230824_160629.pdf
95K

MOUNT HOLLY
Connecting Community & Nature

MEMO

TO: Jonathan Wilson

FROM: Steven Haynie

DATE: August 15,2023

RE: River Park Phase 4-5-6

Jonathan,

Smith Douglas Homes has requested a 100% bond release for River Park (HDP LLC) Phase 4-5-6. Water, sewer, storm drainage and roadway items have been constructed per plan and to Mount Holly specifications. I approve the release of the bonds as follows.

Phase 4 - Lots 1-5 and 161-181

($186,603.30)

Phase 5 - Lots 6-20 and 43-56

($99,940.14)

Phase 6 - Lots 21-42, 57-73, 88-94, 116, 135-145, 148-159, 184-191, 200-207

($429,149.13)

Steven Haynie - Site Inspector

SURETY BOND RIDER

To be attached to and form a part of **Bond No.** LICX1184120

Effective: August 7, 2019

Bond Amount: $622,011.00

Executed by: HDP River Park, LLC a Delaware Limited Liability Company as Principal

and by: Lexon Insurance Company as Surety

in favor of City of Mount Holly as Obligee

in consideration of the mutual agreements herein contained, the Principal and Surety hereby consent to:

Decreasing the bond amount from $622,011.00 to $203,066.10

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective March 17, 2020

Signed and Sealed: April 2, 2020

HDP River Park, LLC
a Delaware Limited Liability Company
Principal
By: James A. Goskins

Lexon Insurance Company
Surety
By: J. I. Moore
James I. Moore, Attorney-in-Fac

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

State of Illinois}
} ss.
County of DuPage }

On April 2, 2020, before me, Alexandra Sartori, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires July 5, 2020

Alexandra Sartori

Alexandra Sartori, Notary Public

OFFICIAL SEAL
ALEXANDRA SARTORI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jul 5, 2020

Commission No. 840142

PERFORMANCE BOND
Bond No. LICX1184120

KNOW ALL MEN BY THESE PRESENTS, that we, HDP River Park, LLC, a Delaware Limited Liability Company, as Principal, and Lexon Insurance Company, licensed to do business in the State of North Carolina, as Surety, are held and firmly bound unto City of Mount Holly (Obligee), in the penal sum of Six Hundred Twenty Two Thousand Eleven and 00/100 Dollars ($622,011.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principals and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principals has entered into a certain written Contract with the above named Obligee, effective the _____ day of ____________ ____________, 2019 and terminating the _________ day of ______________, 2021, for River Park Subdivision Phase 4-4, Lots 1-5 & Lots 161-181, and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principals, their executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. In the event that the Principals have failed to promptly and faithfully perform the Contract, the Surety shall, at its option, either perform the Contract in accordance with its terms and conditions or pay to the Obligee the amount of the bond penalty, or such amount that is necessary to cure such failure to perform. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from 7th day of August, 2019, until 7th day of August, 2021, and will be extended by the Surety by Continuation Certificate annually, until such time as the work has been completed and accepted by the Obligee. However, neither nonrenewal by the Surety, nor the failure or inability of the Principals to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 7th day of August, 2019.

Witness	**HDP River Park, LLC** (PRINCIPAL) MEMBER Title
Witness Kelly A. Gardner	**Lexon Insurance Company** (SURETY) James I. Moore, Attorney-In-Fact Title

POWER OF ATTORNEY

LX- 1079

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Tarlese M. Pisciotto, Diane Rubright, Amy Wickett its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $15,000,000.00, Fifteen Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BY ______________________
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 5-9-2023

BY Amy Taylor
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 7th Day of August, 2019.

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BY ______________________
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

State of Illinois}
} ss.
County of DuPage }

On August 7, 2019, before me, Alexandra Sartori, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires July 5, 2020

Alexandra Sartori

Alexandra Sartori, Notary Public

OFFICIAL SEAL
ALEXANDRA SARTORI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jul 5, 2020

Commission No. 840142

SURETY BOND RIDER

To be attached to and form a part of **Bond No.** LICX1184223

Effective: September 24, 2019

Bond Amount: $333,133.80

Executed by: HDP River Park, LLC a Delaware Limited Liability Company as Principal

and by: Lexon Insurance Company as Surety

in favor of City of Mount Holly as Obligee

in consideration of the mutual agreements herein contained, the Principal and Surety hereby consent to:

Decreasing the bond amount from $333,133.80 to $99,940.15

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective April 20, 2020

Signed and Sealed: April 21, 2020

HDP River Park, LLC
a Delaware Limited Liability Company
Principal
By: ________________________

Lexon Insurance Company
Surety
By: ________________________
James I. Moore, Attorney-in-Fac

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 18, 1984 STATE OF TEXAS

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of FIFTEEN MILLION Dollars ($15,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation	Endurance American Insurance Company	Lexon Insurance Company	Bond Safeguard Insurance Company
By: Richard M Appel	By: Richard M Appel	By: Richard M Appel	By: Richard M Appel
Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel
Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE	Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE	LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 10, 1994 STATE OF TEXAS	BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public – My Commission Expires 5/9/23

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 21st day of April 20 20.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.
Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

State of Illinois}
} ss.
County of DuPage }

On April 21, 2020, before me, Alexandra Sartori, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires July 5, 2020

OFFICIAL SEAL
ALEXANDRA SARTORI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jul 5, 2020

Alexandra Sartori

Alexandra Sartori, Notary Public

Commission No. 840142

PERFORMANCE BOND
Bond No. LICX1184223

KNOW ALL MEN BY THESE PRESENTS, that we, HDP River Park, LLC, a Delaware Limited Liability Company, as Principal, and Lexon Insurance Company, licensed to do business in the State of North Carolina, as Surety, are held and firmly bound unto City of Mount Holly (Obligee), in the penal sum of Three Hundred Thirty Three Thousand One Hundred Thirty Three and 80/100 Dollars ($333,133.80), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principals and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principals has entered into a certain written Contract with the above named Obligee, effective the _____ day of ____________, 2019 and terminating the _________ day of ______________, 2021, for River Park Subdivision Phase 5, Lots 6-20, 43-56, and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principals, their executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. In the event that the Principals have failed to promptly and faithfully perform the Contract, the Surety shall, at its option, either perform the Contract in accordance with its terms and conditions or pay to the Obligee the amount of the bond penalty, or such amount that is necessary to cure such failure to perform. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from 24th day of September, 2019, until 24th day of September, 2021, and will be extended by the Surety by Continuation Certificate annually, until such time as the work has been completed and accepted by the Obligee. However, neither nonrenewal by the Surety, nor the failure or inability of the Principals to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 24th day of September, 2019.

HDP River Park, LLC
(PRINCIPAL)

______________________ Witness

______________________ Title

Lexon Insurance Company
(SURETY)

Kelly A. Gardner
Witness Kelly A. Gardner

Stephen T. Kazmer
Stephen T. Kazmer, Attorney-In-Fact Title

POWER OF ATTORNEY

LX- 1079

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $15,000,000.00, Fifteen Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BY ______________________

Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 5-9-2023

BY ______________________

Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 24th Day of September, 2019.

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BY ______________________

Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

State of Illinois}
} ss.
County of DuPage }

On September 24, 2019, before me, Alexandra Sartori, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Stephen T. Kazmer known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires July 5, 2020

OFFICIAL SEAL
ALEXANDRA SARTORI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jul 5, 2020

Alexandra Sartori
Alexandra Sartori, Notary Public

Commission No. 840142

RIDER

To be attached to and form a part of Bond No. **LICX1184588**

Effective:	**March 26, 2020**	
Bond Amount:	**$1,430,497.20**	
Executed by:	**HDP River Park, LLC**	as Principal
and by:	**Lexon Insurance Company**	as Surety
in favor of:	**City of Mount Holly**	as Obligee

In consideration of the mutual agreements herein contained, the Principal and the Surety hereby consent to **reduce the bond amount to:**

Four Hundred Twenty Nine Thousand One Hundred Forty Nine and 13/100 Dollars ($429,149.13)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective: **March 14, 2022**

Signed and Sealed: **March 29, 2022**

Principal: **HDP River Park, LLC**

By: ______________________________
Principal

Surety: **Lexon Insurance Company**

By: ______________________________
James I. Moore, Attorney-in-Fact

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tarisse M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **FIFTEEN MILLION Dollars ($15,000,000.00).**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation	Endurance American Insurance Company	Lexon Insurance Company	Bond Safeguard Insurance Company
By: Richard M Appel	By: Richard M Appel	By: Richard M Appel	By: Richard M Appel
Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel
Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE	Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE	LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 15, 1994 STATE OF TEXAS	BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor
Amy Taylor, Notary Public - My Commission Expires 5/9/23

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 29th day of March, 20 22.

By:
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.
Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

STATE OF ILLINOIS}
COUNTY OF DUPAGE}

On March 29, 2022, before me, Alexandra Sartori, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires July 5, 2024

Alexandra Sartori

Alexandra Sartori, Notary Public
Commission No. 840142

OFFICIAL SEAL
ALEXANDRA SARTORI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires July 5, 2024

PERFORMANCE BOND
Bond No. LICX1184588

KNOW ALL MEN BY THESE PRESENTS, that we, HDP River Park, LLC, a Delaware Limited Liability Company, as Principal, and Lexon Insurance Company, licensed to do business in the State of North Carolina, as Surety, are held and firmly bound unto City of Mount Holly (Obligee), in the penal sum of One Million Four Hundred Thirty Thousand Four Hundred Ninety Seven and 20/100 Dollars ($1,430,497.20), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principals and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principals has entered into a certain written Contract with the above named Obligee, effective the _____ day of ____________ ____________, 2020 and terminating the _________ day of ______________, 2022, for River Park Subdivision Phase 6, Lots 21-42, 57-73, 88-94, 116, 135-145, 148-159, 184-191, 200-207, and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principals, their executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. In the event that the Principals have failed to promptly and faithfully perform the Contract, the Surety shall, at its option, either perform the Contract in accordance with its terms and conditions or pay to the Obligee the amount of the bond penalty, or such amount that is necessary to cure such failure to perform. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from 26th day of March, 2020, until 26th day of March, 2022, and will be extended by the Surety by Continuation Certificate annually, until such time as the work has been completed and accepted by the Obligee. However, neither nonrenewal by the Surety, nor the failure or inability of the Principals to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 26th day of March, 2020.

HDP River Park, LLC
(PRINCIPAL)

____
Witness

____
Title

Lexon Insurance Company
(SURETY)

Diane Rubright
Witness

James I. Moore, Attorney-In-Fact
Title

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTORNEY

1079

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **James I. Moore, Stephen T. Kazmer, Dawn L. Morgan, Kelly A. Gardner, Jennifer J. McComb, Melissa Schmidt, Tariese M. Pisciotto, Diane Rubright, Amy Wickett, Martin Moss** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **FIFTEEN MILLION Dollars ($15,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

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Endurance Assurance Corporation	Endurance American Insurance Company	Lexon Insurance Company	Bond Safeguard Insurance Company
By: *Richard M Appel*	By: *Richard M Appel*	By: *Richard M Appel*	By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel	Richard Appel; SVP & Senior Counsel
Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE	Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE	LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 18, 1988 STATE OF TEXAS	BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is/are officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public – My Commission Expires 5/9/23

AMY TAYLOR STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
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   ; and be it further

   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 26th day of March, 2020.

By: [signature]
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

State of Illinois}
} ss.
County of DuPage }

On March 26, 2020, before me, Alexandra Sartori, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Lexon Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires July 5, 2020

OFFICIAL SEAL
ALEXANDRA SARTORI
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jul 5, 2020

Alexandra Sartori

Alexandra Sartori, Notary Public

Commission No. 840142

Mount Holly

Action Agenda Item

To:	Mayor and City Council Ryan Baker, Fire Chief	**Date:** **Meeting Date:**	September 15, 2023 September 25, 2023

Agenda Item to be considered:

FD Administrative Assistant / Fire and Life Safety Educator

Will this require a public hearing? **YES** **NO**

Background/Purpose of Request:

We are requesting approval to exchange three of our part-time Firefighter positions for one full-time Administrative Assistant / Fire and Life Safety Educator position. The new position would be filled with one of our current firefighters who would assist in day-to-day clerical work. The employee would also be the FD's point of contact for City events, as well as oversee and facilitate both FD events and public outreach initiatives.

Fiscal Impact:

Will Item affect current budget	YES	NO	N/A
Reviewed by Finance Director	YES	NO	N/A
Pre-audit 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

MOUNT HOLLY CITY COUNCIL MEETING

MONDAY, September 11, 2023

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	
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	Jonathan Wilson, Director of Utilities
Marie M. Anders, City Attorney	Mark Jusko, Recreation Supervisor
Tara Douglas, Deputy City Clerk	Becky Condor, Deputy Finance Director

INVOCATION

Pastor Jared Bromka led the Council, staff and attendees in prayer.

PLEDGE OF ALLEGIANCE

Boy Scout Troop 59 of the First United Methodist Church in Mount Holly led attendees in the Pledge of Allegiance.

SET THE AGENDA

With no changes to the agenda, Mayor Hough entertained a motion to approve the agenda as presented. Councilwoman Pawlish made a motion to approve the agenda as presented. Councilwoman Shoemaker seconded the motion. All Council members present voted in favor. (Motion Carried)

CONSENT AGENDA

1. Approval of an updated Interlocal Agreement for Enforcement Services of Gaston County Soil Erosion and Sediment Control Ordinance
2. Call for a public hearing to amend Sections 6.4 & 7.1 of the Zoning Ordinance to allow tattoo studios as a permitted use with conditions in the B-1 District
3. Memorandum of Understanding for East Lincoln Fire Department for Mutual Aid
4. Approval of Minutes from the August 28, 2023 Council Meeting
5. Approval of Minutes from the August 28, 2023 Closed Session

CITY OF MOUNT HOLLY

MOUNT HOLLY CITY COUNCIL MEETING

MONDAY, September 11, 2023

COUNCIL CHAMBERS

7:00 PM

Mayor Hough entertained a motion to approve the consent agenda as presented. Mayor Pro Tem Harris made a motion to approve the consent agenda. Councilman Moore seconded the motion. All Council members present voted in favor. (Motion Carried)

PRESENTATIONS

1. Presentation of a Resolution recognizing Amy Miller upon her retirement *Mayor Bryan Hough*

Mayor Hough read and presented a resolution recognizing Amy Miller upon her retirement of 15 years with the City of Mount Holly.

2. Presentation Honoring Art Contest Participants *Mayor Bryan Hough*

Mayor Hough presented certificates to the winners and participants of the signal box wrapping art contest. The 15 winners whose art is displayed on signal boxes around Mount Holly came from Mountain Island Charter School, Mount Holly Middle School, Pinewood Elementary, East Gaston High School, Ida Rankin Elementary School, Catawba Heights Elementary School, and Home School.

3. Recognition of September 11th *Chief Ryan Baker*

Chief Ryan Baker remembered and recognized the tragedy that took place on September 11, 2001. Chief Baker called for a moment of silence to remember those that lost their lives. Chief Baker called attention to the two pieces of the South Tower of the World Trade Center that were on display at the front of the Council Chamber.

Mayor Hough called a five-minute break.

PUBLIC HEARING

1. Public hearing for a proposed text amendment to amend Appendixes: 1, 2, & 3 of the Subdivision Ordinance *Paul Lowe*

Mr. Lowe presented information continued from the August meeting regarding the proposed text amendment. Mr. Lowe stated that this time allowed staff based on Council's recommendations the opportunity to see if there were any impacts to the subdivision ordinances. Mr. Lowe stated that this text amendment would provide map standards for plats and street lights would be required in developments over 200 feet. Mr. Lowe stated that the Planning Commission and Staff recommend approval of the text amendment as presented. Marie Anders stated that the Public Hearing had been tabled from last month and had not been closed. Mayor Hough entertained a motion to continue the public hearing. Councilman Meadows made a motion to continue the public hearing. Mayor Pro Tem Harris seconded the motion to continue the public hearing. All Council members present voted in favor. (Motion Carried)

Mayor Hough stated that there is no one signed up to speak at this public hearing. Mayor Hough entertained a motion to come out of public hearing and back into the regular meeting. Councilman Meadows made a motion to come out of the public hearing and back into the regular meeting. Councilwoman Pawlish seconded the motion. All council members present voted in favor. (Motion Carried)

Mayor Hough asked Council if they would like to take action. Councilwoman Shoemaker made a motion to approve the proposed text amendment to amend Appendixes: 1, 2, & 3 of the Subdivision Ordinance. Councilman Meadows seconded the motion. All council members present voted in favor. (Motion Carried)

PUBLIC COMMENT- Three (3) Minute Limit

1. Stephanie McLaughlin with Arts on the Greenway provided the Council an update. Ms. McLaughlin mentioned an invitation from the Mount Holly Community Development Foundation highlighting a celebration of 20 years of community achievements and partnership with the City of Mount Holly. Ms. McLaughlin mentioned the Cruising on the Catawba Gala on October 14, 2023. Ms. McLaughlin also mention the upcoming Arts Mount Holly Plein Air event.

OLD BUSINESS

1. Discussion of parking strategy to address loading/unloading zones and no overnight on-street parking in downtown *Greg Beal*

Mr. Beal discussed the concerns brought by a Mount Holly business owner regarding the lack of any loading or unloading parking zones. The planning staff have looked into the concerns and surveyed some towns in the Charlotte region and very few have parking standards in their downtown. Mr. Beal stated that staff wondered how much police dedication those towns have assigned to those 2-hour parking, but that it would discourage overnight parking. Mr. Beal stated that the city has a traffic control policy that has a policy. Mr. Beal stated that staff is recommending 2 -1-hour zones at the southernmost corner of West Central Avenue and South Main Street. Mr. Beal is recommending to keep it 1 hour parking max. Mr. Beal stated that he has been working with the Better City consultants to look at an overall parking strategy. Mr. Beal stated the city has the strategic vision plan that states where parking should go. Mr. Beal stated that parking is very expensive and has been an ongoing challenge. Mr. Beal advises instructing the city attorney to draft an ordinance to place in the city code and then follow the traffic control policies. Mayor Hough asked Council if they would like to move forward with an ordinance. Marie Anders advised that they do not need to vote since she does not have an ordinance drafted at this time and that staff is just seeking direction at this time. Mayor Hough asked if there was any Council member that does not want to move forward. Councilman Meadows stated that he is his concerned about enforcement. Councilman Meadows stated that he is also concerned around the staffing needed designated to that. Councilman Meadows stated that he would like to know how long it would take to get a fully developed parking study and strategy together. Mayor Hough stated that Council could direct the city attorney to begin drafting an ordinance for review at a later time. Councilman Craig stated that he agrees that Council should allow the city attorney to draft an ordinance for review at a later Council meeting. Mayor Hough stated that the Council poll showed five Council members would like to move forward while Councilman Meadows is hesitant to move forward at this time. Mayor Hough stated that we will move forward with having the city attorney begin drafting an ordinance.

NEW BUSINESS

1. Consideration of contract to purchase Woodlawn Avenue, Tax Parcel ID 122990

Marie Anders

Marie Anders discussed the opportunity to purchase Tax Parcel ID #122990 on Woodlawn Avenue. Ms. Anders stated that there is a letter from the attorney of the Hicks estate regarding a land locked parcel adjacent to the City of Mount Holly's park known as Woodlawn Park. Ms. Anders stated that the attorney is offering this as a private sale to the City of Mount Holly for the amount of $1,110.00 which is the tax value. Ms. Anders stated that if the Council wanted to move forward that there would be a 10-day upset bid period. Ms. Anders stated that she has been asked to present this offer to the Council seeking direction. Ms. Anders stated that if the Council wanted to put in a bid for this property, then the next step would be that she would prepare a contract and suggests a 14-day due diligence period with a purchase price of $1,110 cash. Mayor Hough asked the Council for direction. Councilman Moore stated that he is in favor of moving forward with an offer. Mayor Hough asked Council if anyone disagreed? Mayor Hough stated that Council's direction is to move forward with the offer.

CLOSED SESSION

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

Mayor Hough entertained a motion to go out of the regular meeting and enter into closed session pursuant to N.C.G.S 143-318.11 (a) (3 and 5). Councilwoman Shoemaker made a motion to go out of the regular meeting and enter into closed session at 7:40 pm. Councilman Craig seconded the motion. All Council members present voted in favor. (Motion Carried)

CITY OF MOUNT HOLLY

MOUNT HOLLY CITY COUNCIL MEETING

MONDAY, September 11, 2023

COUNCIL CHAMBERS

7:00 PM

Mayor Hough entertained a motion to come out of closed session and back into the regular meeting. Councilwoman Pawlish made a motion to come out of closed session and back into the regular meeting at 8:19 pm. Councilman Craig seconded the motion. All Council members present 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 September 11, 2023 Council Meeting. Councilman Moore seconded the motion. All Council Members present voted in favor.

(Motion Carried)

The meeting adjourned at 8:19pm

City of Mount Holly
Action Agenda Item

To:	City Council	**Date:**	September 21, 2023
From:	Office of the Clerk	**Meeting Date:**	September 25, 2023

Agenda Item to be considered: Approval of the Minutes from the September 11, 2023 Closed Sessions

Will this require a public hearing? ☐ **YES** ☒ **NO**

Background/Purpose of Request: As per the internal staff policy shared with Council, approval of closed session minutes will be part of the consent agenda. A copy of the minutes will be provided under a separate cover to Council as part of the closed session information packet.

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. Minutes emailed with the closed session information

NEW BUSINESS

City of Mount Holly
Action Agenda Item

To: City Council **From:** Brian DuPont	**Date:** 9-21-23 **Meeting Date:** 9-25-23

Agenda Item to be considered: Presentation from Better City

Will this require a public hearing? ☐ YES ☒ NO

Background/Purpose of Request : Our economic development consultant, Better City, will be available to provide an update.

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.

September 2023 Monthly Report

Better City

Better City

1

September Accomplishments

1. On-Site Visit August 28 – 29

- Met with Jesse – archetype consulting group
- Interviewed:
  - Councilwomen Pawlish
  - Joanna Cooper, Daimler
  - Bobby Black
  - Martha Wegner, Duke Energy
  - Matt Hatton, Elevate Textiles
  - Matt Nichols, Elevate Textiles
  - John Bowyer, Elevate Textiles

2. Parking Strategy Analysis:

- Virtual meeting with Brian DuPont and Greg Beal: clarified the objectives and scope of the parking strategy analysis for downtown
- Initiate the analysis of parking strategy for downtown

2

September Accomplishments

3. Developing of a tailored supermarket recruitment brochure.

4. Identifying potential supermarket locations. Identified six promising sites and are currently in the process of confirming their availability with the respective landowners.

5. Finalizing the Prosperity Index Analysis. This includes the production of visualizations highlighting key factors influencing the city's economic development, as well as a comparative analysis with similar cities.

6. Finalizing a list of businesses and available commercial real estate options.

7. Other tasks and projects that were provided to City Managers Danny Jackson and Brian DuPont include:

- Project Management calendar and task list
- Grocery retailer research and analysis
- Retail leakage analysis update

3

October Action Items

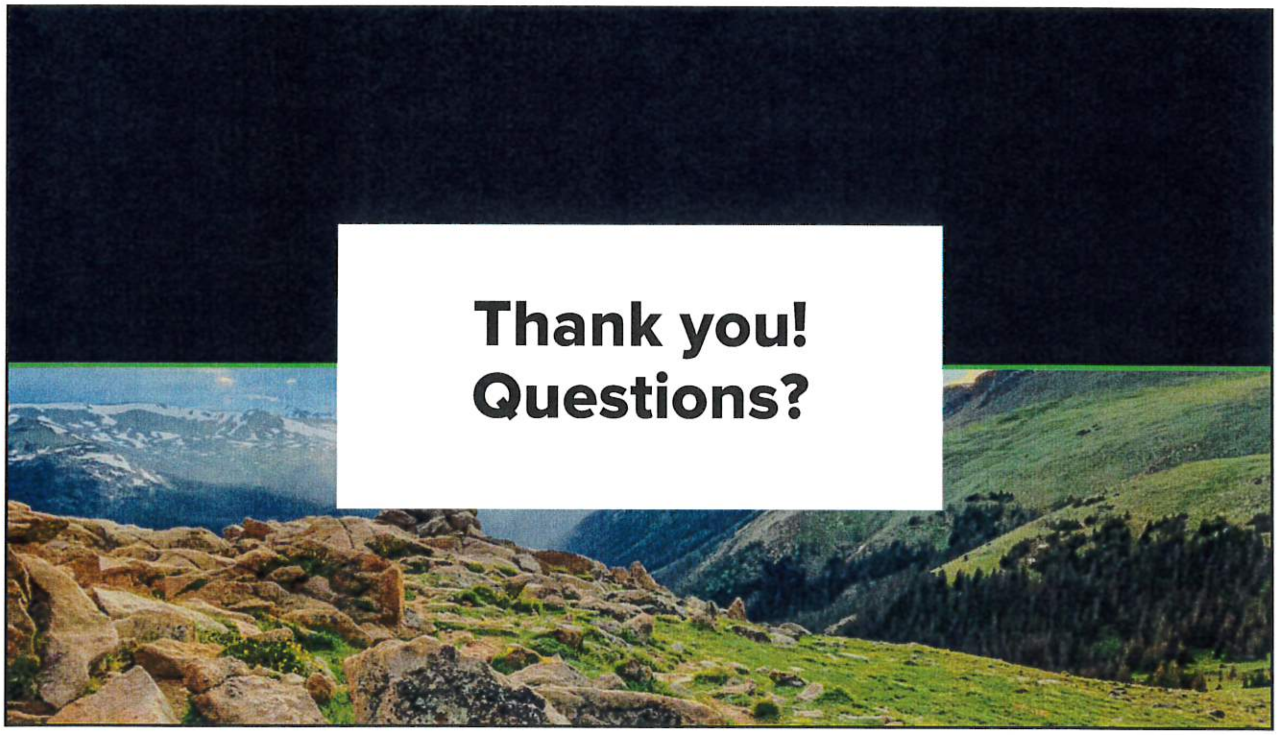
1. Future interviews :

- Staff Attorney Anders
- Mundise Mortimer, National Gypsum
- Lawerence M. Foxx, Wells Fargo

2. Additional action items:

- Action plan
- Finalize the Grocery Store recruitment brochure
- Listing of available industrial real estate
- Industry Cluster Analysis
- Develop relationships with local developers
- Finalize supermarket locations
- Finalize parking analysis
- Finalize retail leakage analysis
- Finalize prosperity analysis
- "Buy Local" info sheet

4



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City of Mount Holly
Action Agenda Item

To: Mayor and City Council	**Date 9-19-23**
From: Mark Jusko	**Meeting Date:** 9-25-23

Agenda Item to be considered: Presentation on Riverbend Access area improvements

Will this require a public hearing? ☐ **YES** **X NO**

Background/Purpose of Request Ethan Pardue from Duke Energy will be presenting the improvements that Duke will be making to the Riverbend access area. Duke will install restrooms, fishing pier, bank fishing area, and a swimming area. This work that Duke will be doing is part of their FERC relicensing recreation management plan. Duke will also discuss the option of Mount Holly leasing and managing the property once the work is complete. At this time, work is scheduled to begin in Spring of 2024.

Fiscal Impact:

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

Manager/Staff Recommendation: ***Staff is looking for Council direction.***

Result of City Council Decision:

Attachments:

Riverbend Access Area Proposal presentation

Riverbend Access Area Proposal

City of Mount Holly





September 25, 2023

DUKE ENERGY

Existing Facilities at Riverbend Access Area – Mountain Island Lake

- Approximately 68 acres of lakefront property
- Four 1-lane boat ramps
- Two courtesy docks
- Vehicle with trailer parking
- Gravel vehicle parking

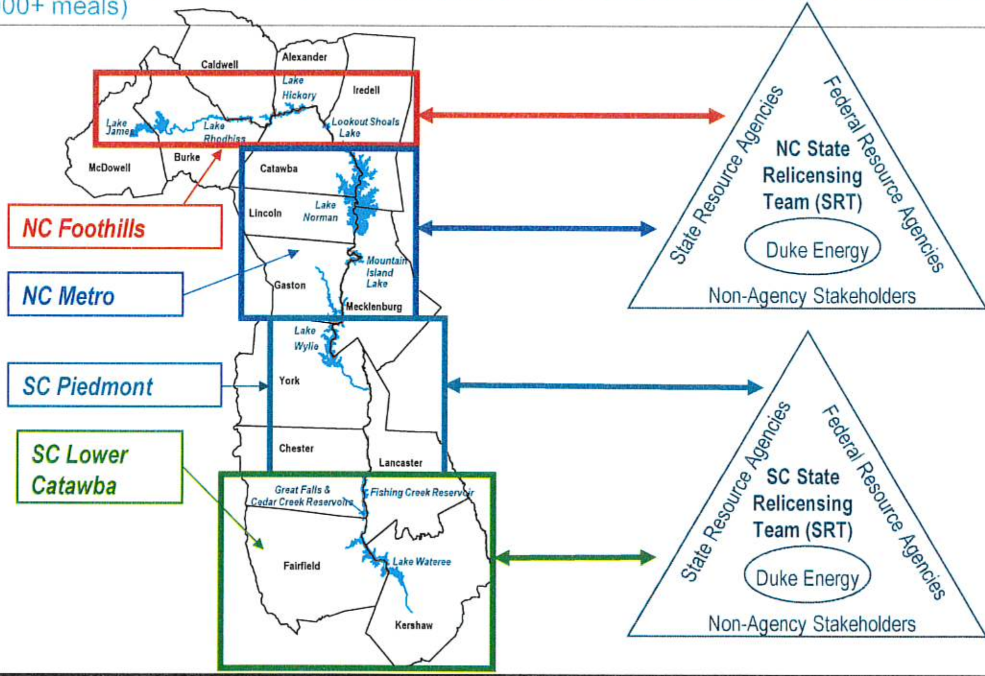
Largest and heaviest used public boating access area on Mtn Island Lake

- Visibility
- Hwy 16 access
- Other public recreation demands are obvious

2

Relicensing Process – The People

(2,500+ interest statements, 160 members representing 85 organizations, 300+ meetings 2003 - 2006, 15,000+ meals)



3

Comprehensive Relicensing Agreement

10.27.20 Mountain Island Development – Second Five-Year Period

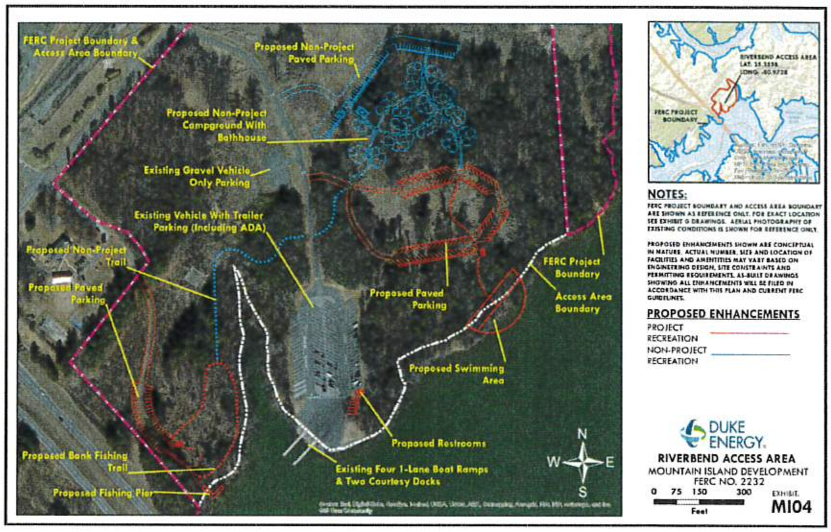
10.27.20.1 Riverbend Access Area – All measures identified for this access area in the proposed Recreation Management Plan License Article shall be scheduled to occur during the second five-year period. The Licensee shall offer to the City of Mount Holly, NC and the City of Mount Holly, NC shall consider, an AAII lease for development and maintenance of additional recreation facilities that may include, but are not limited to, a campground, bank fishing, swimming area, fishing pier, bathhouse, and restrooms.

- CRA is 70-party binding agreement signed in 2006 including Mt Holly, Gaston County, North Carolina Wildlife Resources Commission, Mtn Island Lake Association (Disbanded), Mtn Island Lake Marine Commission (Disbanded) and Duke Energy
- AAII = Access Area Improvement Initiative
- Lease would be through end of New License term (at least October 31, 2055)
- Second Five-Year Period = 2023 - 2027

4

Proposed Enhancements (2024)

- New facilities to be installed by Duke Energy:
  - Restrooms
  - Fishing Pier
  - Bank Fishing
  - Swimming Area
  - Parking (~130 single car spaces)
- Potential opportunities for lessee to construct:
  - Campground
  - Bathhouse
  - Additional parking
  - Trails



5

Molly Creek Access Area – Lake Wateree

- Swimming areas are designed not to exceed 5 ft in depth, which does not require a lifeguard
- Lessee can charge an entry fee for day use area, but not any facilities the NCWRC would continue to maintain (e.g., boat ramps, fishing area)

6

Vault Toilets and Fishing Pier

South Point Swim Beach

Springs Park Access Area – Fishing Creek Reservoir

7

Black Bear Campground – Partnership with McDowell County

8

Benefits of Leasing

- Provides long-term land use and amenities for the community with no land-related cost
- Provides 3-way management partnership with NCWRC and Duke Energy. Ex.:
  - ❑ NCWRC could continue managing the boat ramp under contract to Duke Energy
  - ❑ NCWRC likely to request no fees for boat launching or bank fishing
- More controlled access
- Positive public image
- Ability to charge user fees as a management support tool
  - ❑ Proceeds used to offset O&M costs at Riverbend AA and/or other public recreation facilities of the lessee that directly benefit Catawba-Wateree Hydro Project users
  - ❑ Fees must be reasonable and customary
  - ❑ Fees require Duke Energy approval
- Approval for future non-Project facilities can be requested during the lease term
- Creates job opportunities

9

DUKE ENERGY®

10

OLD BUSINESS

MEMORANDUM

TO: Mayor and City Council, City of Mount Holly

FROM: Marie M. Anders, City Attorney

RE: Estate of Bryant Hicks parcel ID 122990 for sale on Woodlawn Ave.

DATE: September 19, 2023

Mayor Hough received the enclosed letter dated August 22, 2023, from Vickie Whitley, attorney for the Estate of Bryant Hicks, offering the above-referenced parcel for sale to the City of Mount Holly. Also enclosed are a close up view and aerial view of the parcel in the tax map. The subject property is approximately 0.34 acres, is zoned residential according to GIS records, backs up to a creek, and the tax value is $1,110.00. Although the subject property is currently landlocked, it appears that this property is adjacent to other City owned property and could become an addition to Woodlawn Park. Mr. Hicks purchased the property in 1998 for $5,000.00. Ms. Whitley is offering the property for the tax value of $1,110.00.

At the September 11, 2023, City Council meeting, the consensus of the City Council was for me to bring a proposed offer to purchase for consideration. Please find enclosed a draft offer for the City to purchase this property for $1,110 cash. The due diligence period is 14 days and the closing date is on or before 30 days from entering into the contract. This would give enough time for a title search. If the City Council wishes to have a survey and phase I, then the due diligence period would need to be longer to allow for that time.

Vickie Lathe Whitley
Attorney at Law
3526 Charles Raper Jonas Highway
Stanley, North Carolina 28164

Telephone (704)263-1230 *Fax (704) 263-9020*
vickiewhitley@gmail.com

August 22, 2023

Mr. Bryan M. Hough, Mayor
City of Mount Holly
PO Box 406
Mt. Holly NC 28120

Re: Parcel # 122990

Dear Mr. Hough:

I am the attorney for the Estate of Bryant Wade Hicks and have been authorized by the Clerk of Court to sell a certain parcel of real property located on Woodlawn Avenue in Mount Holly, PIN 122990. The City of Mount Holly owns numerous parcels that abut this lot so we are extending the first option to purchase this parcel to the City. The tax value is $1,110.00 and that is what the Estate is seeking as the purchase price.

If the City of Mount Holly is interested in purchasing this parcel, please send this letter to the appropriate department to begin the process (I wasn't sure who to send this to so you "won" as the Mayor assuming you would know exactly who to direct it to). Since this is a transaction that involves the Clerk, it will require a ten (10) day upset period once the proposed transaction is presented to the Court and I want to make sure this is disclosed up front. If the City of Mount Holly is not interested, if you could please let me know so we can offer this to other adjoining property owners I would appreciate it.

If you should have any questions or need any additional information, please let me know. With kindest regards, I am

Very truly yours,

Vickie Lathe Whitley

VLW/ cc: Ms. Roxann Rankin, Clerk

PRIMARY PROPERTY ADDRESS

NO ASSIGNED ADDRESS

PROPERTY INFORMATION

CITY LIMITS: MT HOLLY
ETJ: NOT IN ETJ
POLICE DISTRICT: MOUNT HOLLY
FIRE DISTRICT: MOUNT HOLLY
SPECIAL FLOOD HAZARD AREA: AE
LOCAL WATERSHED: DUTCHMAN'S CREEK
CENSUS TRACT: 311.01

TAX VALUES

MARKET LAND VALUE: $1,110
MARKET IMPR. VALUE: $0
MARKET VALUE: $1,110
FARM DISCOUNT: NO
EXEMPT: NO
TAXABLE VALUE: $1,110

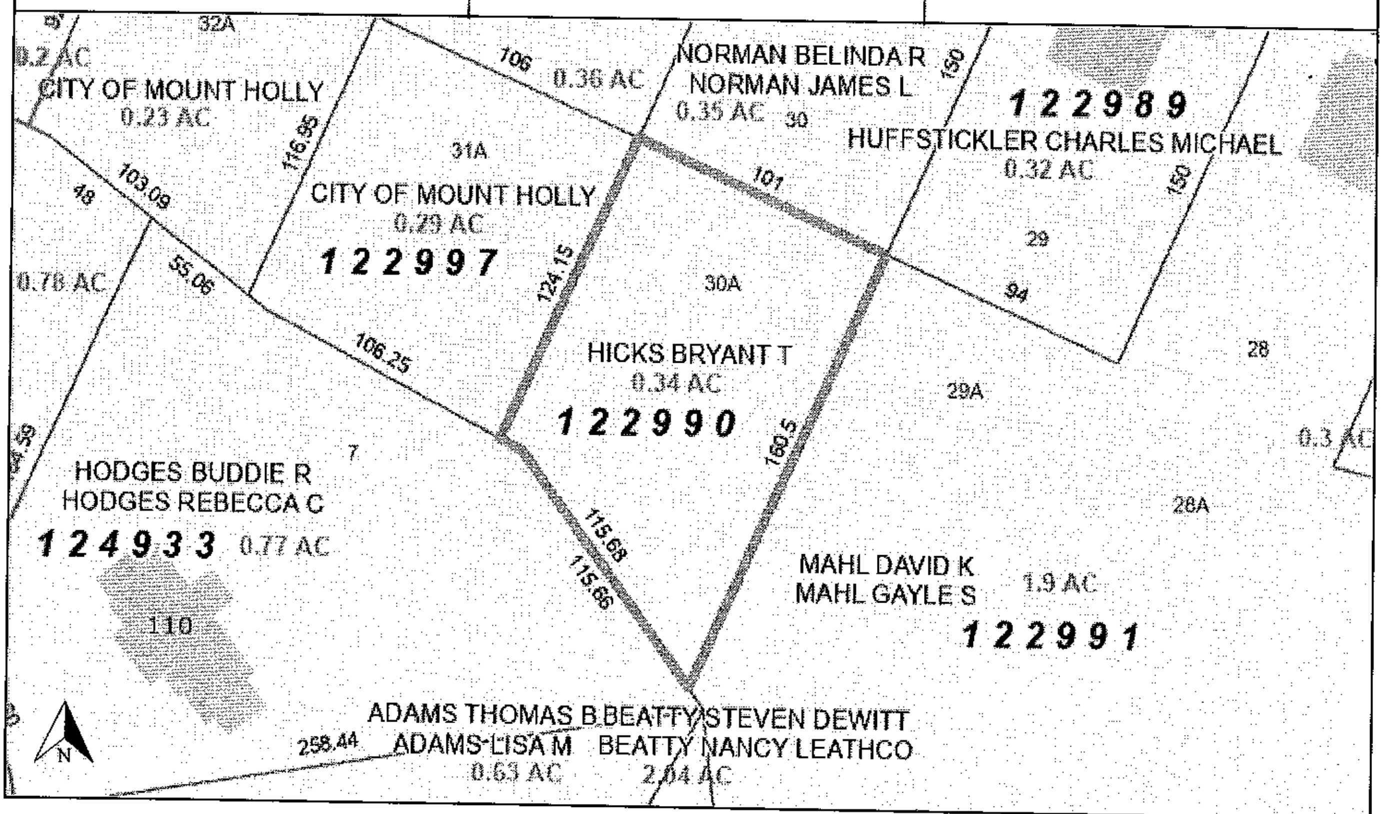
TAX INFORMATION

PARCEL #: 122990
PIN #: 3597632163
CURRENT OWNERS: HICKS BRYANT T
MAILING ADDRESS: 1108 MAUNEY RD , STANLEY, NC 28164-1111
NBHD #: 3B001
NBHD NAME: NOLES DRIVE
TOWNSHIP: RIVER BEND TOWNSHIP
LEGAL DESC: RUSH L 30A 03 004 021 00 000
DEED BOOK: 2811 **PAGE:** 0220
DEED RECORDING DATE: 7/7/1998
SALES AMOUNT: $5,000
PLAT BOOK: 011 **PAGE:** 156
STRUCTURE TYPE:
YEAR BUILT: 0
SQUARE FOOTAGE: 0
VACANT: VACANT
BASEMENT: NO
BED: 0 **BATH:** 0 **HALF-BATH:**
MULTI-STRUCTURES: NO
ACREAGE: 0.34
TAX CODE: 230
TAX DISTRICT: MOUNT HOLLY CITY
VOLUNTARY AG DISTRICT: NO
PROPERTY USE: RESIDENTIAL

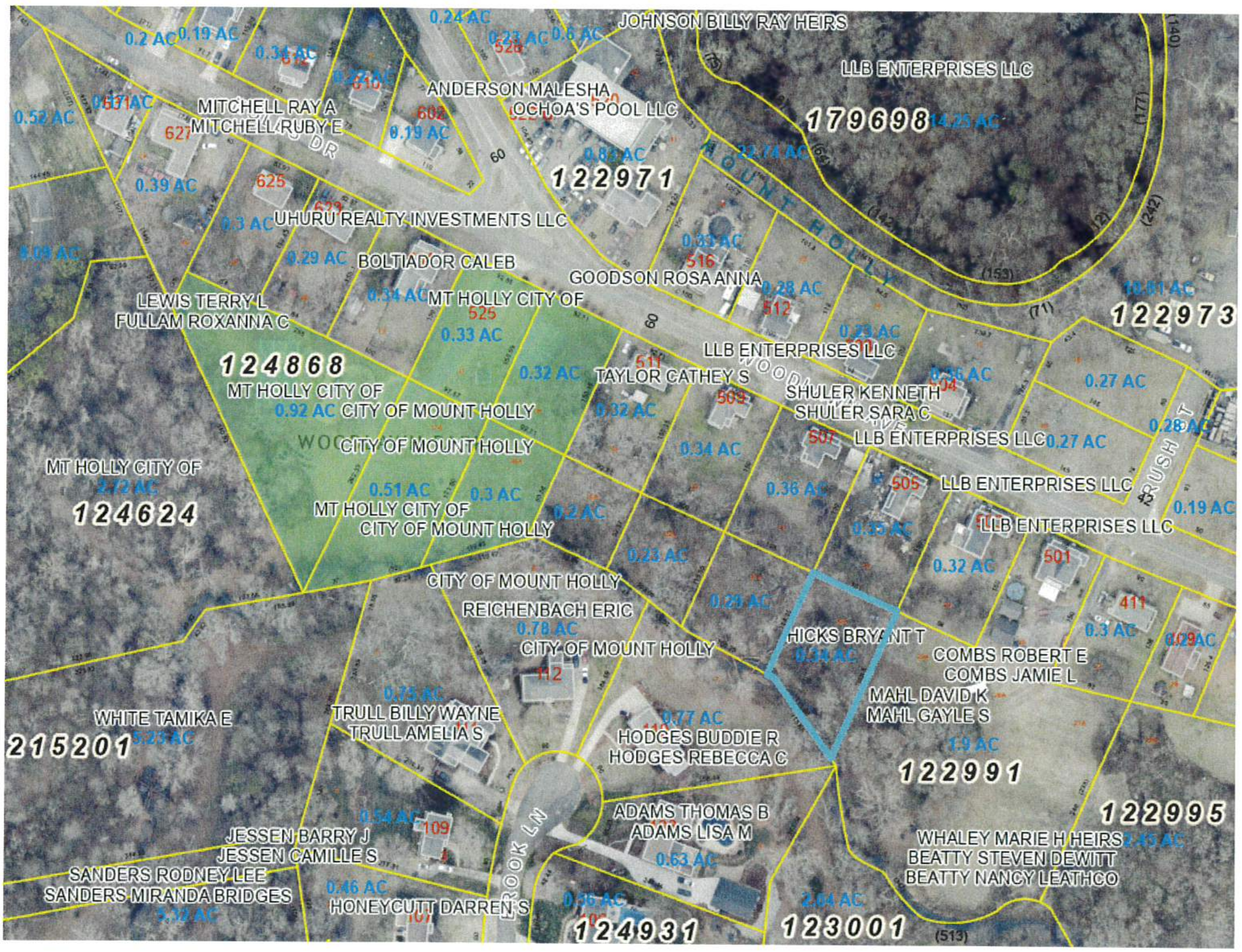
PHOTO NOT AVAILABLE

SKETCH NOT AVAILABLE

GASTON COUNTY GIS



Disclaimer: The information provided is not to be considered as a legal document or description. The map & parcel data is believed to be accurate, but Gaston County does not guarantee its accuracy. Values shown are as of January 1, 2023. - **Document created for printing on September 01, 2023**


JOHNSON BILLY RAY HEIRS
LLB ENTERPRISES LLC
179698
ANDERSON MALESHA
OCHOA'S POOL LLC
MITCHELL RAY A
MITCHELL RUBY E
122971
UHURU REALTY INVESTMENTS LLC
BOLTIADOR CALEB
GOODSON ROSA ANNA
LEWIS TERRY L
FULLAM ROXANNA C
MT HOLLY CITY OF
122973
124868
MT HOLLY CITY OF
CITY OF MOUNT HOLLY
CITY OF MOUNT HOLLY
TAYLOR CATHEY S
SHULER KENNETH
SHULER SARA C
LLB ENTERPRISES LLC
MT HOLLY CITY OF
124624
MT HOLLY CITY OF
CITY OF MOUNT HOLLY
LLB ENTERPRISES LLC
LLB ENTERPRISES LLC
CITY OF MOUNT HOLLY
REICHENBACH ERIC
HICKS BRYANT T
CITY OF MOUNT HOLLY
COMBS ROBERT E
COMBS JAMIE L
MAHL DAVID K
MAHL GAYLE S
WHITE TAMIKA E
215201
TRULL BILLY WAYNE
TRULL AMELIA S
HODGES BUDDIE R
HODGES REBECCA C
122991
122995
ADAMS THOMAS B
ADAMS LISA M
JESSEN BARRY J
JESSEN CAMILLE S
WHALEY MARIE H HEIRS
BEATTY STEVEN DEWITT
BEATTY NANCY LEATHCO
SANDERS RODNEY LEE
SANDERS MIRANDA BRIDGES
HONEYCUTT DARREN S
124931
123001

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract—New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS**: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller"**: Heather M. Hicks, Administrator of the Estate of Bryant Wade Hicks

(b) **"Buyer"**: City of Mount Holly

(c) **"Property"**: The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property ☐ will ☒ will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.)

Street Address: 0.34 acres Woodlawn Avenue
City: Mount Holly Zip: 28120
County: Gaston, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete *ALL* applicable)
Plat Reference: Lot/Unit 30-A, Block/Section ______, Subdivision/Condominium Madison Park ______, as shown on Plat Book/Slide 16 at Page(s) 6
The PIN/PID or other identification number of the Property is: 122990
Other description: N/A
Some or all of the Property may be described in Deed Book 2811 at Page 220

(d) **"Purchase Price"**:

$ 1,110.00 paid in U.S. Dollars upon the following terms:

$ N/A BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by ☐ cash ☐ personal check ☐ official bank check ☐ wire transfer ☐ electronic transfer (*specify payment service*: ______)

$ N/A BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by ☐ cash ☒ personal check ☐ official bank check ☐ wire transfer, ☐ electronic transfer within five (5) days of the Effective Date of this Contract.

Buyer initials ______ ______ Seller initials ______ ______

$ N/A	BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on ______________, *TIME BEING OF THE ESSENCE* by ☐ cash ☐ official bank check ☐ wire transfer ☐ electronic transfer
$ N/A	BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
$ N/A	BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
$ 1,110.00	BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may be entitled to recover reasonable attorney fees and court costs. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(e) **"Earnest Money Deposit"**: The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 20 for a party's right to the Earnest Money Deposit, and attorneys' fees incurred in collecting the Earnest Money Deposit, in the event of breach of this Contract by the other party.

(f) **"Escrow Agent"** (insert name): Michael, Elting, & Anders,PLLC
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date"**: The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence"**: Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee"**: A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this

Contract by Seller, or if this Contract is terminated under Paragraph 20(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 21 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period"**: The period beginning on the Effective Date and extending through 5:00 p.m. on 14 days from effective date *TIME BEING OF THE ESSENCE.*

(k) **"Settlement"**: The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction

(l) **"Settlement Date"**: The parties agree that Settlement will take place on or before 30 days from effective date (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **"Closing"**: The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **"Special Assessments"**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 4(a) and 6(k).

2. **BUYER'S DUE DILIGENCE PROCESS**:

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, prior to the expiration of the Due Diligence Period, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under paragraph 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan**: Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation**: Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Soil And Environmental**: Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.

(ii) **Septic/Sewer System**: Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.

(iii) **Water**: Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.

(iv) **Review of Documents**: Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Owners' Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(v) **Appraisals**: An appraisal of the Property

(vi) **Survey**: A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vii) **Zoning and Governmental Regulation**: Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.

(viii) **Flood Hazard**: Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.

(ix) **Utilities and Access**: Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.

(x) **Streets/Roads**: Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

(xi) **Special Assessments**: Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property**: As noted in paragraph 3(b), this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Buyer's Obligation to Repair Damage**: Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(e) **Indemnity**: Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(f) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), ***TIME BEING OF THE ESSENCE.*** If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(g) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. **BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

☒ (*Check if applicable*) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is ☐ is not ☒ attached.

> **NOTE:** If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

☐ (*Check if applicable*) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (*check all applicable sources*):

☐ First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: ☐ Conventional ☐ USDA ☐ Other type: ______________________________

____

in the principal amount of ______________________________.

☐ Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property: ______________________________

☐ Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: ______________________________

____

____

> **NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.
> Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property**: Buyer ☐ DOES ☒ DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: ______________________________

☐ (*Check if applicable*) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

☐ (*Check if applicable*) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (*check only ONE of the following options*):

☐ is listed with and actively marketed by a licensed real estate broker.
☐ will be listed with and actively marketed by a licensed real estate broker.
☐ Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

> **NOTE:** This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. **BUYER OBLIGATIONS:**

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:
(i) any loan obtained by Buyer;
(ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;
(iii) appraisal;
(iv) title search;
(v) title insurance;
(vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
(vii) recording the deed; and
(viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. **SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:
☒ has owned the Property for at least one year.
☐ has owned the Property for less than one year.
☐ does not yet own the Property.

(b) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property ☐ subjects ☒ does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (☐ Applicable ☒ Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.

6. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s)** and Non Foreign Status:
(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information**: Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property**: Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer and/or Buyer's agents or representatives an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost including any connections and de-winterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property**: Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement**: Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens**: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access**: Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes, and Fees**: Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: ______
City of Mount Holly ______.

(i) **Agreement to Pay Buyer Expenses**: Seller shall pay at Settlement $0.00 ______ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges**: Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(k) **Payment of Special Assessments**: Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties**: All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(n) **Seller's Breach of Contract**: See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. CHARGES BY OWNERS' ASSOCIATION: Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

(i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
(ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
(iii) any fees charged for transferring or updating ownership records of the association; and
(iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) **Buyer shall pay:**

(i) charges for providing information required by Buyer's lender;
(ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
(iii) determining restrictive covenant compliance.

8. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Rents**: Rents, if any, for the Property;

(c) **Dues**: Owners' association regular assessments (dues) and other like charges.

9. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Closing:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. POSSESSION: Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- ☐ Additional Provisions Addendum (Form 2A11-T)
- ☐ Additional Signatures Addendum (Form 3-T)
- ☐ Back-Up Contract Addendum (Form 2A1-T)
- ☐ Loan Assumption Addendum (Form 2A6-T)
- ☐ Owners' Association Disclosure Addendum (Form 2A12-T)
- ☐ Seller Financing Addendum (Form 2A5-T)
- ☐ Short Sale Addendum (Form 2A14-T)

☐ Identify other attorney or party drafted addenda: ______________________________

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

13. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

17. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. EXECUTION: This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. COMPUTATION OF DAYS/TIME OF DAY: Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

21. REMEDIES:

(a) **Breach by Buyer**: In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

(b) **Breach by Seller**: In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees**: If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

[THIS SPACE INTENTIONALLY LEFT BLANK]

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: ______________________	Date: ______________________
Buyer: ______________________	Seller: ______________________
Date: ______________________	Date: ______________________
Buyer: ______________________	Seller: ______________________
Entity Buyer:	Entity Seller:
City of Mount Holly	Heather M. Hicks, Administrator of the Estate of Bryant Wade Hic
(Name of LLC/Corporation/Partnership/Trust/etc.)	(Name of LLC/Corporation/Partnership/Trust/etc.)
By: ______________________	By: ______________________
Name: Danny Jackson Print Name	Name: Heather M. Hicks Print Name
Title: City Manager	Title: Administrator
Date: ______________________	Date: ______________________

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: PO Box 406

Mount Holly, NC 28120

Buyer Fax #: ______

Buyer E-mail: ______

SELLER NOTICE ADDRESS:

Mailing Address: ______

______

Seller Fax #: ______

Seller E-mail: ______

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: ______
Acting as ☒ Buyer's Agent ☐ Seller's (sub)Agent ☐ Dual Agent

Firm License#: AG702LIC

Mailing Address: ______

______

Individual Selling Agent: ______
☐ Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: ______

Selling Agent Phone#: ______

Selling Agent Fax#: ______

Selling Agent E-mail: ______

Listing Firm Name: ______
Acting as ☒ Seller's Agent ☐ Dual Agent

Firm License#: AG701LIC

Mailing Address: ______

______

Individual Listing Agent: ______
☐ Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License#: ______

Listing Agent Phone#: ______

Listing Agent Fax#: ______

Listing Agent E-mail: ______

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Heather M. Hicks, Administrator of the Estate of Bryant Wade Hicks ("Seller")

Buyer: City of Mount Holly ("Buyer")

Property Address: 0.34 acres Woodlawn Avenue, Mount Holly North Carolina 28120 ("Property")

☐ LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of $__________, receipt of which Listing Agent hereby acknowledges.

Date__________ Firm:__________

By:__________
(Signature)

____
(Print name)

☐ SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of $__________, receipt of which Seller hereby acknowledges.

Date:__________ Seller: __________
(Signature)

Date:__________ Seller: __________
(Signature)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of $__________. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date:__________ Firm: __________

By:__________
(Signature)

____
(Print name)

☐ ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of $ INCDEPAMT . Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date:__________ Firm: __________

Time: __________ ☐ AM ☐ PM By:__________
(Signature)

____
(Print name)