

MINUTES FOR BOARD OF ALDERMEN MEETING

January 10, 2023

6:00 PM

The following elected officials were present: Mayor Coleman, Alderman Cearley, Alderwoman Morrow, Alderman Milton, Alderman Withers and Alderman Martin.

The following staff members were present: Maria Stroupe, Town Manager; Nolan Groce, Development Services Director; Earl Withers, Fire Chief; Sarah Hamrick, Town Clerk; Jonathan Newton, Finance Director; Robbie Walls, Police Chief; Bill Trudnak, Public Works Director; Tom Hunn, Town Attorney; Brian Finnegan, Planner; Willie Smith, Electric Director; David Lingafelt, Code Enforcement Officer, and Paul Gibson Jr., Electric Supervisor.

Mayor Coleman called the meeting to order at 6:00pm.

Mayor Coleman opened with the Invocation and the Pledge of Allegiance to the Flag.

Approval of Agenda:

Alderman Withers asked to add the subject of the current Covid protocols for the Board meetings to the agenda. Alderman Withers made a motion to approve the agenda with the addition, seconded by Alderwoman Morrow and carried unanimously.

Approval of Minutes:

Alderwoman Morrow motioned to approve the minutes from the December 13th Board meeting and Alderman Cearley seconded this motion and it was carried unanimously.

Recognition of Citizens:

The Mayor opened the floor to the Recognition of Citizens. He recognized Willie Smith, the new Electric Director. He also recognized the resignation of the Development Services Director, Nolan Groce, effective January 24th and thanked him for his hard work while he has been employed with the Town of Dallas.

Curtis Wilson of 438 S. Gaston Street prayed over the Board of Alderman meeting.

Mike Fields of 1333 Philadelphia Church Road thanked the Town Staff for their hard work and recognized the new owner of the Dallas Historic Jail, that is currently being renovated for a rental venue.

The owner of the Dallas Historic Jail gave an update on the renovations and voiced her concerns over the situation with the sewer line taps that are connected to the jail.

Consent Agenda:

Item 5A Budget Amendment for Finance Officer Bond

As discussed at the December 13, 2022 meeting, the General Assembly recently increased the minimum coverage amount for finance officer's bonds. Application has been made for a new bond for our Finance Officer and the following budget amendment, in the amount of \$1,300, is to appropriate funds to cover the increased cost of this bond (Exhibit 5A-1).

Item 5B Budget Amendment for NCLM Safety Grant

Dallas' Water Department was awarded the North Carolina League of Municipalities Safety Grant to purchase four Gas Detection Meters and Gas Meter Calibrator. The total cost of the equipment is \$5,296 and the grant is a 50/50 match. The Town will cover \$2,648 of the cost and the grant will cover the remaining \$2,648. Attached is a budget amendment accepting and appropriating the grant funds, along with funds to cover the additional amount needed from the Town for the purchase (Exhibit 5B-1).

Item 5C Budget Amendment for Completion of Sewer Interconnect Project

The Sewer Interconnect project between Dallas and Gastonia was budgeted in the FY2021-22 budget year. Due to supply delays, the project was not completed until the Fall of 2022, resulting in the final invoicing falling in the current budget year. No funds were budgeted in this current year, as during the budget preparation process it was anticipated that the project would be completed prior to this budget. Attached is a budget amendment appropriating funds to pay the final invoicing for the completion of the sewer interconnect project (Exhibit 5C-1).

Item 5D Resolution Accepting EEG Grant

In the 2022 grant cycle, Dallas was awarded an Environmental Enhancement Grant (EEG) from the North Carolina Department of Justice (NCDOJ) in the amount of \$49,500 to assist in addressing a critical streambank stabilization at the end of a 36" storm drainage pipe that discharges into Dallas Creek. Attached is a resolution accepting the grant funds for this project (Exhibit 5D-1).

Alderman Cearley made a motion to approve all four items on the consent agenda, seconded by Alderman Martin and carried unanimously.

Public Hearings:

There were no public hearings at this time.

Old Business:

There was no old business at this time.

New Business:

Item 8A Audit Report

Auditors from Lowdermilk Church & Co., L.L.P. will be in attendance to present the Fiscal Year 2021-2022 Independent Auditors' Report.

Alderman Milton made a motion to accept the audit as presented, seconded by Alderwoman Morrow and carried unanimously.

Item 8B Award Engineering Contract for Pump Station

Per State requirements, any engineering services in excess of \$50,000 must be contracted using a RFQ (Request for Qualifications) process. An RFQ for engineering services was sent out for an upgrade to the Dallas Stanley Highway Pump Station. As required, a panel board of four employees reviewed the RFQ responses and graded the responders on a numerical scale to obtain the high score. Diamond Engineering had the highest score average. Staff is recommending in the attached memo that the contract for engineering services be awarded to Diamond Engineering (Exhibit 8B-1).

The Town Manager presented the contract and answered all questions that the Board had.

Alderman Cearley made a motion to approve the contract as presented, seconded by Alderman Martin and carried unanimously.

Item 8C 642 W. Carpenter Street Easement Agreement

Attached is an Easement Agreement with Ingles Markets, Inc. concerning 642 W. Carpenter St. This agreement is for review and possible adoption by the Town, as another step in the process of selling the property to Gaston Aquatics, Inc (Exhibit 8C, 1-8).

The Town Manager gave the presentation on the easement agreement. The Town attorney commented on the changes of the agreement made by the other party's attorney.

There was no action taken at this time.

Item 8D Davis Hills Phase I Final Subdivision Plat

HDP Davis Hills LLC (TrueHomes) has submitted a final recording plat for their property to be known as Davis Hills Phase I. Approval of this plat will create 25 of the approved 87 maximum new parcels for the project. The property is located east and west of Dallas Stanley Highway, to the South of Evans Lake Road, and North of Davis Street. The property is located within the corporate limits of Dallas and is zoned Conditional Zoning District R-6 (Cluster Development Overlay). The Board of Aldermen approved the preliminary subdivision plat by a unanimous vote on March 8, 2022. Town of Dallas Water, Sewer, and Electric will serve the lots. The owners plan to post a bond for the public improvements not yet constructed. This final plat, or any portion of its recordation, is subject to the bond being reviewed and approved by Town Staff and the Town Attorney. No building permit will be issued until the bond is approved and final plat is recorded. The final subdivision plat is in substantial conformance with the plans as originally submitted and meets requirements of the Town of Dallas Subdivision Ordinance. Therefore, the provided resolution for the approval of the plat is recommended for approval (Exhibit 8D, 1-3).

The Development Services Director gave the presentation and answered all of the Board's questions.

Alderman Cearley made a motion to approve the plat with the resolution, seconded by Alderwoman Morrow and carried unanimously.

Item 8E Code Enforcement-Ordinance to Placard

The Town of Dallas has received multiple minimum housing complaints regarding the structure at 403 N. Davis St. After performing on-site inspections on October 17, 2022, Code Enforcement Officer, David Lingafelt, sent mailed notices to the registered property owners on October 25, 2022. The notice was also placed on the front door of the property. After due notice, an administrative hearing was held on November 14, 2022 at 11:00 am. Police Chief Robert Walls and Code Enforcement Officer David Lingafelt were in attendance. No other parties in interest attended the hearing. Findings of facts deemed the property a deteriorated dwelling, unfit for human habitation. Findings were sent to property owners on November 15, 2022, with a repair order deadline of December 16, 2022. The property owner has failed to comply with the order and Code Enforcement is seeking Board approval to placard the property, as required by NCGS §150.43(C). An ordinance has been provided by Staff for approval to placard the property (Exhibit 8E-1).

The Town Manager presented the ordinance with comments from the Town's Code Enforcement Officer and the Town Attorney. Together, they answered all questions from the Board.

Alderman Martin made a motion to approve the resolution to placard 403 N. Davis Street as presented, seconded by Alderman Milton and carried unanimously.

Item 8F Planning Board/Board of Adjustment Reappointment-Curtis Wilson

Curtis Wilson's current three-year term on the Planning Board/Board of Adjustment has expired. Mr. Wilson has expressed interest in continuing service on both Boards. The Board of Aldermen may reappoint him for another three-year term to be served January 2023 – January 2026. Mr. Wilson has been, and continues to be, an asset to the Town's appointed boards and Staff recommends his reappointment to serve.

Alderman Withers made a motion to reappoint Mr. Curtis Wilson to a three-year term on the Planning Board/Board of Adjustment, as presented. Alderman Cearley second the motion and it was carried unanimously.

Item 8G Current Covid Protocols for Board Meetings

Alderman Withers brought the topic to the Board of changing the current Covid protocols. The Board agreed to cease with the temperature checks and signing in at each Board meeting.

Alderman Withers made a motion to approve the change, seconded by Alderman Cearley and carried unanimously.

The Town Manager reminded the Board of up-coming events for the Town.

Alderwoman Morrow made a motion to adjourn, seconded by Alderman Martin and carried unanimously (6:45).

Rick Coleman, Mayor

Sarah Hamrick Ballard, Town Clerk

Town of Dallas
Budget Amendment

Date: January 10, 2023

Action: General Fund Amendment

Purpose: To Budget for Increased Cost of Finance Officer's Bond

Number: GF-002

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
10	3999	0000	Fund Balance Appropriated	\$476,971	\$478,271	\$1,300
10	4100	6400	Insurance and Bonds	\$32,459	\$33,759	\$1,300

Approval Signature
(Town Manager)

Town of Dallas
Budget Amendment

Date: January 10, 2023

Action: Water/Sewer Fund Amendment

Purpose: To Accept and Appropriate NCLM Safety Grant Funds

Number: WS-002

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
20	3455	0	Grant Revenue	\$0	\$2,648	\$2,648
20	3999	0000	Fund Balance Appropriated	\$16,300	\$18,948	\$2,648
20	8100	3400	Equipment	\$7,412	\$12,708	\$5,296

Approval Signature
(Town Manager)

Town of Dallas
Budget Amendment

Date: January 10, 2023

Action: Water/Sewer Fund Amendment

Purpose: To Appropriate Funds for Final Invoicing of Sewer Interconnect Project

Number: WS-003

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
20	3999	0000	Fund Balance Appropriated	\$18,948	\$81,177	\$62,229
20	8300	7500	Capital Outlay: Construction	\$0	\$62,229	\$62,229

Approval Signature
(Town Manager)



Resolution Accepting North Carolina Department of Justice Environmental Enhancement Grant Funds

WHEREAS, the North Carolina Department of Justice has offered an Environmental Enhancement Grant in the amount of \$49,500 to the Town of Dallas to assist in addressing a critical streambank stabilization at a storm drainage pipe discharge into Dallas Creek; and

WHEREAS, the Town of Dallas intends to perform said project in accordance with the agreed scope of work,

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF ALDERMEN OF THE TOWN OF DALLAS

That the Town of Dallas does hereby accept the North Carolina Department of Justice grant offer of \$49,500.

That the Town of Dallas does hereby give assurance to the North Carolina Department of Justice that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Maria Stroupe, Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such documents as may be required by the North Carolina Department of Justice.

Adopted this the 10th of January, 2023 at Dallas, North Carolina.

Rick Coleman, Mayor

Attested by:

Sarah Ballard, Town Clerk

MEMORANDUM

Date: December 29, 2022
To: Marla Stroupe, Town Manager
Thru: William Trudnak, Public Works Director
From: Jonathan Newton, Finance Director
Subject: Motion to award a contract to Diamond Engineering for engineering services for Dallas/Stanley Highway Pump Station Rehabilitation. The RFQ's were due by 3:00 PM on December 21, 2022. Of that, a panel board of four employees was formed to rate the RFQ's on qualifications.

Diamond Engineering had the higher scoring average. The other bidder was The Wooten Company

Recommendations: We recommend that the Town Board award the contract to Diamond Engineering in the amount of 1.5% of the construction cost. This will include all work through final certification and as-built to NCDEQ


William Trudnak, Public Works Director


Jonathan Newton, Finance Director

Prepared by and Return to:
Marie M. Anders, Attorney
Michael, Elting, & Anders, PLLC
124 W. Catawba Ave.
Mt. Holly, NC 28120

STATE OF NORTH CAROLINA

COUNTY OF GASTON

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter this “**Agreement**”) is made to be effective as of the _____ day of December, 2022, by and between **INGLES MARKETS, INCORPORATED**, a North Carolina corporation (“**Owner**”), and the **TOWN OF DALLAS**, a North Carolina political subdivision (the “**Town**”), with and **TRUIST BANK**, a North Carolina corporation (successor by merger to Branch Banking and Trust Company, a North Carolina corporation), as administrative agent for the beneficiary of the hereinafter described Deed of Trust (“**Lender**”), joining in the execution hereof for the purposes hereinafter set forth in numbered Paragraph 5 below.

RECITALS:

- A. Owner is the owner of that certain property known as 715 W. Trade Street, in the Town of Dallas, Gaston County, North Carolina, being the property described in that certain Deed recorded in Book 4297, Page 1969 in the Gaston County Registry, and being known (now or formerly) as Gaston County Parcel No. 212804 (hereinafter the “**Owner Property**”).
- B. The Town is the owner of that certain property lying along US Highway 321 (limited access highway), Gaston County, North Carolina, as more fully described in that certain Deed recorded in Book 4442 at Page 783 in the Gaston County Registry, and being known (now or formerly) as Gaston County Parcel No. 212805 (hereinafter the “**Town Property**”).
- C. The Town is under contract to convey the Town Property to Gaston Aquatics, Inc., a North Carolina not-for-profit corporation (“**Gaston Aquatics**”) for purposes of development and use as an aquatic center (the “**Aquatic Center**”) for the benefit of the Town of Dallas and its residents or others as an amenity; and

- D. To provide public access to and from the Town Property and the Aquatic Center, the Town and Gaston Aquatics desire to construct and develop an extension of West Carpenter Street (the “**West Carpenter Extension**”) from the current westerly public terminus of West Carpenter Street westward over certain properties shown as “**Ingles Parcel 1**” (containing 0.430 acres), “**Ingles Parcel 2**” (containing 0.065 acres) and “**Board of Education Parcel**” (containing 0.323 acres), each as shown on that certain plat entitled “**Survey of: Dedication of Road Right-of-Way to Serve Gaston County PID# 212805 for the Purpose of Economic Development**” prepared for the Town of Dallas by Diamond Engineering, PLLC, dated August 4, 2022 (File# 22-0804) and bearing the Certification under Seal of Johnny H. Denton, North Carolina Professional Land Surveyor No. L-3555 (the “**Plat**”). A copy of the Plat is attached hereto as **Exhibit A** and by this reference made a part hereof, and the Plat likewise has been recorded at Plat Book ___, Page ___, in the Office of the Register of Deeds of Gaston County, North Carolina. The areas of Ingles Parcel 1, Ingles Parcel 2 and the Board of Education Parcel as shown on the Plat are herein collectively referred to as the “**Right-of-Way Area**”).
- E. Ingles Parcel 1 and Ingles Parcel 2 of the Right-of-Way Area (collectively, the “**Ingles Right-of-Way Areas**”) are located upon the Owner Property and, to facilitate dedication and acceptance of the Right-of-Way Area as a public street, the Town has requested that Owner dedicate or confirm dedication of the Ingles Right-of-Way Areas by execution and delivery of this Agreement and conveyance of a right-of-way easement over and across such Ingles Right-of-Way Areas for the West Carpenter Extension as herein provided.
- F. The Town likewise has requested that the Gaston County Board of Education (the “**Gaston BOE**”), being the owner of the parcel of land containing the Board of Education Parcel shown on the Plat, dedicate the Board of Education Parcel by conveyance of a right-of-way easement over and across such Board of Education Parcel for the West Carpenter Extension, and the Gaston BOE has agreed to dedicate the Board of Education Parcel and has conveyed or agreed to convey a right-of-way easement over and across same for such purposes prior to or on or about the date hereof.
- G. Predicated and in reliance upon certain agreements of the Town hereinafter described (and defined below as the Town Covenants), Owner is willing so to dedicate the Ingles Right-of-Way Areas and grant and convey right-of-way easements over same for the West Carpenter Extension as so requested, together with related construction and slope easements as herein provided.
- H. The Owner Property is presently encumbered by a certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing (“**Deed of Trust**”) dated November 22, 2019, given by Owner to TRSTE, Inc., a Virginia corporation (inclusive of any successor thereto, the “**Trustee**”), for the benefit of Branch Banking and Trust Company, a North Carolina banking corporation (“**BB&T**”), in its capacity as Administrative Agent (“**Administrative Agent**”) for the Secured Parties as defined in Loan Agreement (as heretofore modified or amended, the “**Loan Agreement**”) dated November 22, 2019, between Owner, as borrower, the lenders from time to time party to such Loan Agreement and Administrative Agent, with Lender having succeeded to the interest of BB&T as Administrative Agent for the Secured Parties under the Loan Agreement by corporate merger.

AGREEMENT:

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the Town hereby agree as follows, with Lender joining in the execution hereof for the purposes hereinafter set forth in numbered Paragraph 5 below:

1. Owner, for itself and for its successors and assigns, hereby grants, bargains, sells and conveys unto the Town, and its respective successors and assigns, and their respective employees, agents, contractors, licensees, lessees, customers, invitees and the public, a non-exclusive perpetual easement and public right-of-way (the "**Right-of-Way**") over the Ingles Right-of-Way Areas, as shown on the Plat, for use by the general public for the purpose of vehicular and pedestrian access, ingress, egress and regress to and from existing West Carpenter Drive to the Town Property over and across portions of the Owner Property within the Ingles Right-of-Way Areas.

2. The Town, or its successor in interest to the Town Property, will construct road improvements to public street standards as necessary to develop and open the West Carpenter Extension (the "**Project**"), including (without limitation) grading and filling to create a slope transition in compliance with road construction standards, placement of temporary erosion control measures as required during construction (which erosion control measures shall be removed upon completion of the Project) and installation of curb and gutter within the Ingles Right-of-Way Areas.¹ The Project shall be designed, engineered and constructed in accordance with plans and specifications developed to satisfy the Town of Dallas public road standards and otherwise approved by the Town. Without limitation, the Town agrees that the plans and specifications will and must be designed to appropriately accommodate drainage from the Owner Property based upon the existing condition thereof and so that drainage from the West Carpenter Extension will not adversely impact Owner's use of the Owner Property. The Town shall reasonably coordinate with Owner in good faith with respect to the timing of the construction activities pertaining to the Project and so as to (without limitation) keep the existing southerly entrance and exit to and from the Owner Property open in a reasonable manner at all times during Owner's regular business hours upon the Owner Property. Following completion of the Project, the Town will accept the West Carpenter Extension into the Town of Dallas public road system and be responsible, at no cost to Owner beyond ordinary payment of ad valorem taxes, for maintenance and repair of West Carpenter Street as a public street. The agreements of the Town set forth in this numbered Paragraph 2 and numbered Paragraph 3 following are, collectively, the "**Town Covenants**" for purposes of this Agreement.

3. Chapter 153.063 of the Code of the Town of Dallas, entitled "Screening and Landscaping" (the "**Landscaping Ordinance**"), requires development abutting residential districts to meet screening and landscaping requirements as further outlined in the said Landscaping Ordinance. As a result, the Landscaping Plan on the Owner Property dated May 1, 2007, and on file with the Town (the "**Landscaping Plan**") requires certain screening measures as further described in said Landscaping Plan (with such measures [including, without limitation, existing 6' wooden privacy fencing and certain landscaping] being herein, collectively, the "**Screening**") at the eastern and southern boundaries of the Owner Property. In the event that the construction of the Project or maintenance of the West Carpenter Extension as herein

¹ Will all of the construction work be contained within the Right-of-Way Area shown on the Plat, or are temporary construction easements needed beyond the bounds of the Ingles Right-of-Way Areas themselves? Similarly, do any separate slope and/or drainage easements beyond the bounds of the Ingles Right-of-Way Areas need to be conveyed in order to facilitate construction of the Project? If temporary construction easements, slope and/or drainage easements are also required, additional language will need to be included in the Agreement.

described results in the removal of any of the Screening that causes the Owner Property to be out of compliance with the Landscaping Ordinance or otherwise results in any damage to the Screening (including, specifically, but without limitation, the existing 6' wooden privacy fencing upon the Owner Property), then the Town agrees to replace the Screening to a level that brings the Owner Property back into compliance with the Landscaping Ordinance or otherwise to repair and restore the Screening to its condition existing prior to the removal or damage, as the case may be. It is further understood and agreed by the Town that any replacement of Screening at a location or locations that differ from the location or locations of the existing Screening shall be in the general vicinity of the existing Screening and subject to Owner's approval of the replacement location(s), not to be unreasonably withheld, delayed or conditioned.

4. Owner hereby grants, bargains, sells, and conveys unto the Town, its successors and assigns, a utility easement within the Right of Way for the installation of underground utility lines, including, but not limited to, the following: electric, gas, water, sewer, cable, or fiber optic.

5. Lender joins in the execution of this Agreement in its capacity as Administrative Agent for the Secured Parties as beneficiary with respect to the Deed of Trust for the purposes of (a) consenting to Owner's execution and delivery of this Agreement and (b) agreeing that the easements and rights in favor of the Town under this Agreement will not be disturbed in any way by the exercise by Lender or Trustee of rights or remedies under the Deed of Trust, Loan Agreement or any other documents executed and delivered in connection therewith (collectively, the "Loan Documents") and that, in the event of foreclosure of the Deed of Trust or in the event Lender takes title to the property conveyed thereby by way of a deed in lieu of foreclosure or otherwise exercises any remedies under the Loan Documents, the rights, privileges and easements of the Town under this Agreement shall not be terminated, disturbed or impaired. Except as provided in the foregoing sentence, however, the Deed of Trust remains in full force and effect and, except as expressly provided herein, nothing herein contained shall be deemed to affect the priority of the lien or security title created by the Deed of Trust in any respect as to any other matters placed of record subsequent to execution and recordation of the Deed of Trust. This Consent is and shall be binding upon Lender and its successors, successors-in-title and assigns, including (without limitation) any purchaser at a foreclosure under and with respect to the Deed of Trust.

TO HAVE AND TO HOLD the aforesaid easements with all privileges and appurtenances thereto belonging unto the Town, its successors and assigns, subject to the terms and conditions hereof.

***[BALANCE OF PAGE LEFT INTENTIONALLY BLANK;
SIGNATURES AND ACKNOWLEDGMENTS SET FORTH ON FOLLOWING PAGES]***

IN WITNESS WHEREOF, Owner and the Town have caused this Agreement to be executed in their respective names by their duly authorized signatories, with seals affixed hereto, on the dates of execution hereinbelow set forth for each party, effective as of the day, month and year first above written, with Lender joining in the execution hereof for the purposes set forth in numbered Paragraph 5 foregoing.

OWNER:

INGLES MARKETS, INCORPORATED,
a North Carolina corporation

By: _____
Name: _____
Title: _____

(CORPORATE SEAL)

Date of Execution: January __, 2023

NOTARY ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I certify that _____ personally appeared before me this day, acknowledging to me that he or she signed the foregoing document on behalf of Ingles Markets, Incorporated, as its _____.

Date: January __, 2023

_____, Notary Public
Type or Print Notary Name

My Commission Expires: _____

(Notarial Seal)

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUED ON FOLLOWING PAGES]

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUED FROM PRIOR PAGE]

GRANTEE:

TOWN OF DALLAS,
a North Carolina political subdivision

By: _____
Rick C. Coleman, Mayor

Attest: _____
Sarah Hamrick, Town Clerk

(TOWN SEAL)

Date of Execution: January __, 2023

STATE OF NORTH CAROLINA

NOTARY ACKNOWLEDGMENT

COUNTY OF GASTON

I, _____, a Notary Public in and for Gaston County and said State, do hereby certify that Rick C. Coleman personally came before me this day and acknowledged that he is Mayor of the TOWN OF DALLAS, a North Carolina political subdivision, and that by authority duly given and as the act of the Board of Aldermen of the Town of Dallas, NC, the foregoing instrument was signed in its name by Rick C. Coleman as its Mayor, sealed with its corporate seal, and attested by Sarah Hamrick as its Town Clerk.

Witness my hand and notarial seal, this _____ day of January 2023.

_____, Notary Public

My commission expires: _____

(Notarial Seal)

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGE]

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUED FROM PRIOR PAGE]

LENDER:

TRUIST BANK,

a North Carolina corporation and successor to
Branch Banking and Trust Company, in its capacity
as Administrative Agent for the Secured Parties
under the Deed of Trust, joining in the execution
hereof for the purposes set forth in numbered
Paragraph 5 above

By: _____

Name:

Title:

Date of Execution: January __, 2023

STATE OF _____

COUNTY OF _____

I certify that _____ personally appeared before me this day, acknowledging to me
that he or she signed the foregoing document on behalf of Truist Bank, a North Carolina corporation, as its

Date: _____

_____, Notary Public
Type or Print Notary Name

My Commission Expires: _____

(Notarial Seal)

EXHIBIT A

Plat (including depiction and description of Right-of-Way Areas)

[To Be Attached]²

² Note: Even if we attach a metes and bounds description of the portions of the Owner Property subject to the easements set forth in this Agreement, the description previously attached wasn't complete, as it only described one of the two Ingles parcels to be subject to the right-of-way easement.

PREVIDENCE

Providence Land Group, PLLC
 1714 Providence Road, Suite 200
 Houston, Texas 77057
 MC Form #PL-801 - © 2020

**FINAL PLAN FOR
 DAVIS HILLS
 PHASE 1**
 TOWN OF DALLAS
 PARCEL NUMBER
 PORTION OF 50841
 DEED REFERENCE
 5352-2146

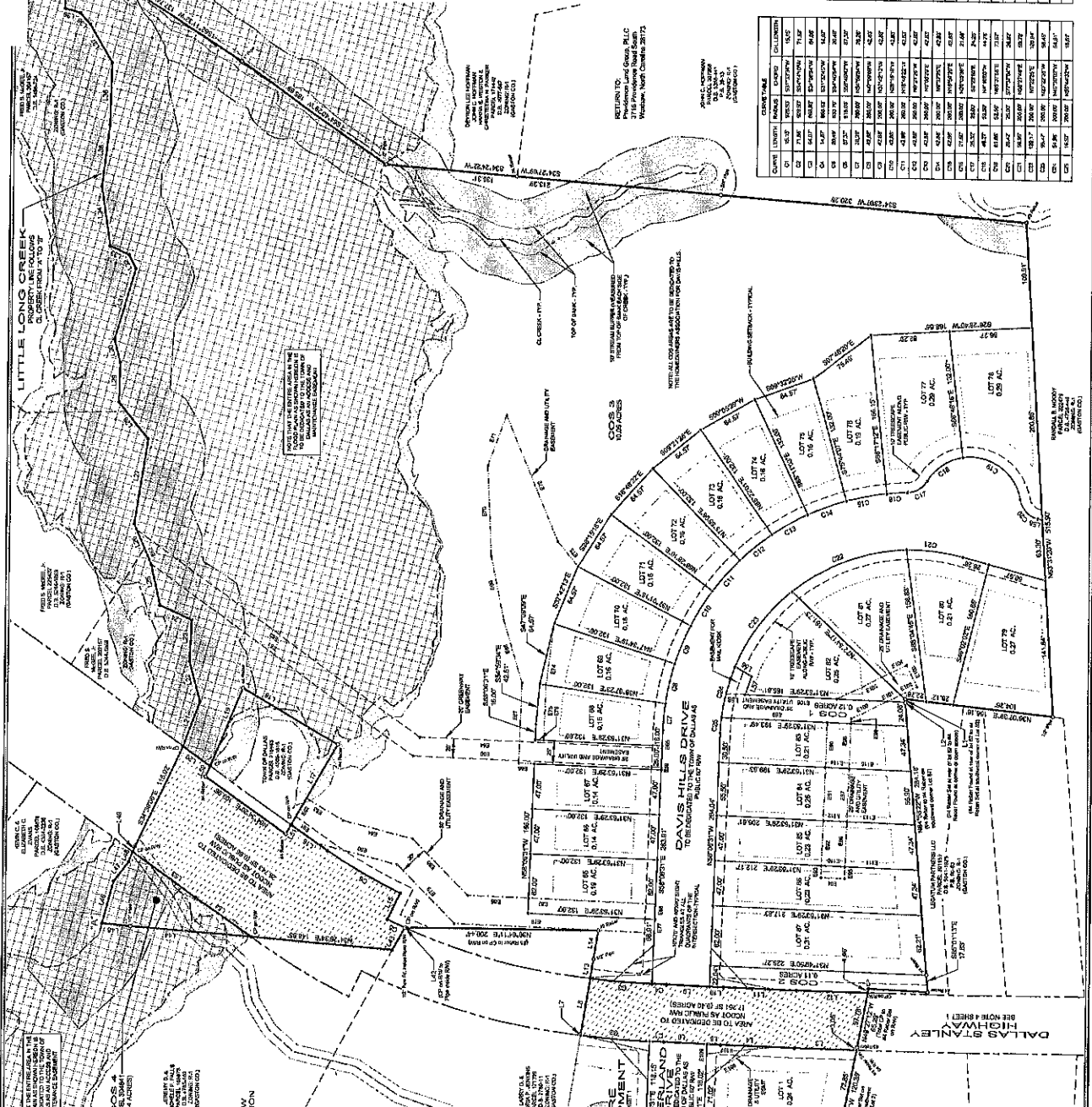
OWNER
 HOP DAVIS HILLS, LLC
 708 MAIN STREET
 EVANSTON, IL 60202

ABSTRACTS/NOTICES
 38-0465-0230
 38-0465-0231
 38-0465-0232
 38-0465-0233
 38-0465-0234
 38-0465-0235
 38-0465-0236
 38-0465-0237
 38-0465-0238
 38-0465-0239
 38-0465-0240
 38-0465-0241
 38-0465-0242
 38-0465-0243
 38-0465-0244
 38-0465-0245
 38-0465-0246
 38-0465-0247
 38-0465-0248
 38-0465-0249
 38-0465-0250
 38-0465-0251
 38-0465-0252
 38-0465-0253
 38-0465-0254
 38-0465-0255
 38-0465-0256
 38-0465-0257
 38-0465-0258
 38-0465-0259
 38-0465-0260
 38-0465-0261
 38-0465-0262
 38-0465-0263
 38-0465-0264
 38-0465-0265
 38-0465-0266
 38-0465-0267
 38-0465-0268
 38-0465-0269
 38-0465-0270
 38-0465-0271
 38-0465-0272
 38-0465-0273
 38-0465-0274
 38-0465-0275
 38-0465-0276
 38-0465-0277
 38-0465-0278
 38-0465-0279
 38-0465-0280
 38-0465-0281
 38-0465-0282
 38-0465-0283
 38-0465-0284
 38-0465-0285
 38-0465-0286
 38-0465-0287
 38-0465-0288
 38-0465-0289
 38-0465-0290
 38-0465-0291
 38-0465-0292
 38-0465-0293
 38-0465-0294
 38-0465-0295
 38-0465-0296
 38-0465-0297
 38-0465-0298
 38-0465-0299
 38-0465-0300

DATE
 OCTOBER 15, 2022

DRAWING SCALE
 1" = 40'

NORTH OBSERVATION
 MAGNETIC
 NAD 83 (2011)



LINE TABLE FOR PROPERTY LINES

Line No.	Start Point	End Point	Description
1	281 526.2	281 526.2	
2	281 526.2	281 526.2	
3	281 526.2	281 526.2	
4	281 526.2	281 526.2	
5	281 526.2	281 526.2	
6	281 526.2	281 526.2	
7	281 526.2	281 526.2	
8	281 526.2	281 526.2	
9	281 526.2	281 526.2	
10	281 526.2	281 526.2	
11	281 526.2	281 526.2	
12	281 526.2	281 526.2	
13	281 526.2	281 526.2	
14	281 526.2	281 526.2	
15	281 526.2	281 526.2	
16	281 526.2	281 526.2	
17	281 526.2	281 526.2	
18	281 526.2	281 526.2	
19	281 526.2	281 526.2	
20	281 526.2	281 526.2	
21	281 526.2	281 526.2	
22	281 526.2	281 526.2	
23	281 526.2	281 526.2	
24	281 526.2	281 526.2	
25	281 526.2	281 526.2	
26	281 526.2	281 526.2	
27	281 526.2	281 526.2	
28	281 526.2	281 526.2	
29	281 526.2	281 526.2	
30	281 526.2	281 526.2	
31	281 526.2	281 526.2	
32	281 526.2	281 526.2	
33	281 526.2	281 526.2	
34	281 526.2	281 526.2	
35	281 526.2	281 526.2	
36	281 526.2	281 526.2	
37	281 526.2	281 526.2	
38	281 526.2	281 526.2	
39	281 526.2	281 526.2	
40	281 526.2	281 526.2	
41	281 526.2	281 526.2	
42	281 526.2	281 526.2	
43	281 526.2	281 526.2	
44	281 526.2	281 526.2	
45	281 526.2	281 526.2	
46	281 526.2	281 526.2	
47	281 526.2	281 526.2	
48	281 526.2	281 526.2	
49	281 526.2	281 526.2	
50	281 526.2	281 526.2	
51	281 526.2	281 526.2	
52	281 526.2	281 526.2	
53	281 526.2	281 526.2	
54	281 526.2	281 526.2	
55	281 526.2	281 526.2	
56	281 526.2	281 526.2	
57	281 526.2	281 526.2	
58	281 526.2	281 526.2	
59	281 526.2	281 526.2	
60	281 526.2	281 526.2	
61	281 526.2	281 526.2	
62	281 526.2	281 526.2	
63	281 526.2	281 526.2	
64	281 526.2	281 526.2	
65	281 526.2	281 526.2	
66	281 526.2	281 526.2	
67	281 526.2	281 526.2	
68	281 526.2	281 526.2	
69	281 526.2	281 526.2	
70	281 526.2	281 526.2	
71	281 526.2	281 526.2	
72	281 526.2	281 526.2	
73	281 526.2	281 526.2	
74	281 526.2	281 526.2	
75	281 526.2	281 526.2	
76	281 526.2	281 526.2	
77	281 526.2	281 526.2	
78	281 526.2	281 526.2	
79	281 526.2	281 526.2	
80	281 526.2	281 526.2	
81	281 526.2	281 526.2	
82	281 526.2	281 526.2	
83	281 526.2	281 526.2	
84	281 526.2	281 526.2	
85	281 526.2	281 526.2	
86	281 526.2	281 526.2	
87	281 526.2	281 526.2	
88	281 526.2	281 526.2	
89	281 526.2	281 526.2	
90	281 526.2	281 526.2	
91	281 526.2	281 526.2	
92	281 526.2	281 526.2	
93	281 526.2	281 526.2	
94	281 526.2	281 526.2	
95	281 526.2	281 526.2	
96	281 526.2	281 526.2	
97	281 526.2	281 526.2	
98	281 526.2	281 526.2	
99	281 526.2	281 526.2	
100	281 526.2	281 526.2	

LINE TABLE FOR BASEMENT LINES

Line No.	Start Point	End Point	Description
101	281 526.2	281 526.2	
102	281 526.2	281 526.2	
103	281 526.2	281 526.2	
104	281 526.2	281 526.2	
105	281 526.2	281 526.2	
106	281 526.2	281 526.2	
107	281 526.2	281 526.2	
108	281 526.2	281 526.2	
109	281 526.2	281 526.2	
110	281 526.2	281 526.2	
111	281 526.2	281 526.2	
112	281 526.2	281 526.2	
113	281 526.2	281 526.2	
114	281 526.2	281 526.2	
115	281 526.2	281 526.2	
116	281 526.2	281 526.2	
117	281 526.2	281 526.2	
118	281 526.2	281 526.2	
119	281 526.2	281 526.2	
120	281 526.2	281 526.2	
121	281 526.2	281 526.2	
122	281 526.2	281 526.2	
123	281 526.2	281 526.2	
124	281 526.2	281 526.2	
125	281 526.2	281 526.2	
126	281 526.2	281 526.2	
127	281 526.2	281 526.2	
128	281 526.2	281 526.2	
129	281 526.2	281 526.2	
130	281 526.2	281 526.2	
131	281 526.2	281 526.2	
132	281 526.2	281 526.2	
133	281 526.2	281 526.2	
134	281 526.2	281 526.2	
135	281 526.2	281 526.2	
136	281 526.2	281 526.2	
137	281 526.2	281 526.2	
138	281 526.2	281 526.2	
139	281 526.2	281 526.2	
140	281 526.2	281 526.2	
141	281 526.2	281 526.2	
142	281 526.2	281 526.2	
143	281 526.2	281 526.2	
144	281 526.2	281 526.2	
145	281 526.2	281 526.2	
146	281 526.2	281 526.2	
147	281 526.2	281 526.2	
148	281 526.2	281 526.2	
149	281 526.2	281 526.2	
150	281 526.2	281 526.2	



Resolution Approving Final Recording Plat for Davis Hills Phase I

WHEREAS, Davis Hills Phase I is a major subdivision within the Town of Dallas with an approved preliminary subdivision plat that complies with Town policies and standards; and

WHEREAS, the required public improvement for the new development has been completed, bonded, or provided for in accordance with Town Ordinance; and

WHEREAS, the developer has submitted a final recording plat creating 25 of the allowable 87 new parcels, in substantial conformance with the plans as originally submitted, and meets the requirements of the Town of Dallas Subdivision Ordinance;

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF ALDERMEN OF THE TOWN OF DALLAS

That the final recording plan for Davis Hills Phase I be approved.

Adopted this the 10th of January, 2023 at Dallas, North Carolina.

Rick Coleman, Mayor

Attested by:

Sarah Ballard, Town Clerk

ORDINANCE NO. _____

AN ORDINANCE ORDERING TO VACATE AND CLOSE THE DWELLING AT 403 NORTH DAVIS STREET, DALLAS, NORTH CAROLINA PURSUANT TO THE HOUSING ORDINANCE, CHAPTER 150, OF THE TOWN OF DALLAS CODE OF ORDINANCES AND CHAPTER 160D OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF DONALD W. STAFFORD RESIDING AT 403 NORTH DAVIS STREET, DALLAS, NORTH CAROLINA AND TERRY STAFFORD RESIDING AT 1637 MARTIN ROAD, KINGS MOUNTAIN, NORTH CAROLINA.

WHEREAS, the dwelling located at 403 North Davis Street in the Town of Dallas has been found by the Town Housing Inspector to be in violation of the Housing Ordinance, Chapter 150, of the Town of Dallas Code of Ordinances and the owners thereof have been ordered to repair, alter or improve or vacate or close said dwelling, all pursuant to the Housing Ordinance, Chapter 150, of the Town of Dallas Code of Ordinances and Chapter 160D of the General Statutes of North Carolina; and

WHEREAS, the Housing Inspector, after notice and hearing, stated in writing his findings of fact and issued an order directing and requiring the owner(s) to repair, alter and improve the structure, and

WHEREAS, said owner(s) have failed to comply with said order served by registered mail on November 17, 2022.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen, that the Housing Inspector is hereby ordered to cause the owners to vacate and close the dwelling located at 403 North Davis Street in the Town of Dallas, and to post on the main entrance of the dwelling a placard containing the following: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful" all in accordance with the Housing Ordinance, Chapter 150, of the Town of Dallas Code of Ordinances, Chapter 160D of the General Statutes of North Carolina.

This Ordinance shall become effective upon its adoption.

Adopted, this the 10th day of January, 2023.

ATTEST:

Rick Coleman, Mayor

Sarah Ballard, Town Clerk