

AGENDA

Regular Meeting of the Sawmills Town Council Sawmills Town Hall

Tuesday, April 20, 2021
6:00 pm

1. Call To Order Mayor Johnnie Greene
2. Invocation
3. Pledge of Allegiance Mayor Johnnie Greene
4. Adopt Agenda Mayor Johnnie Greene
5. Approve Meeting Minutes
 - A. March 11, 2021 Budget Workshop Minutes Mayor Johnnie Greene
 - B. March 16, 2021 Regular Meeting Minutes Mayor Johnnie Greene
 - C. March 16, 2021 Closed Session Minutes Mayor Johnnie Greene
 - D. April 1, 2021 Budget Workshop Minutes Mayor Johnnie Greene
6. Public Comment Mayor Johnnie Greene
7. Recognitions:
 - A. Recycle Rewards Mayor Johnnie Greene
8. Public Hearing: William D. Fields and Shauna L. Leone
 - A. Open Public Hearing Mayor Johnnie Greene
 - B. Staff Comment/Recommendations Town Planner Dustin Millsaps
 - C. Public Comment Mayor Johnnie Greene
 - D. Close Public Hearing Mayor Johnnie Greene
 - E. Council Action Mayor Johnnie Greene
9. Public Hearing: 160D Legislative Updates
 - A. Open Public Hearing Mayor Johnnie Greene
 - B. Staff Comment/Recommendations Town Planner Dustin Millsaps
 - C. Public Comment Mayor Johnnie Greene
 - D. Close Public Hearing Mayor Johnnie Greene
 - E. Council Action Mayor Johnnie Greene
10. Financial Matters:
 - A. Budget Amendment Mayor Johnnie Greene
 - B. Property Contract Approval Mayor Johnnie Greene
 - C. Budget Amendment Mayor Johnnie Greene
11. Public Comment Mayor Johnnie Greene
12. Updates:
 - A. Code Enforcement Report Mayor Johnnie Greene
 - B. Town Manager Report Town Manager Chase Winebarger
 - C. Council Comments Mayor Johnnie Greene
13. Adjourn Mayor Johnnie Greene

MARCH 11, 2021
MINUTES OF TOWN COUNCIL
BUDGET WORKSHOP
5:30 P.M.

COUNCIL PRESENT

Mayor Johnnie Greene
Keith Warren
Clay Wilson
Rebecca Johnson
Joe Wesson

STAFF PRESENT

Chase Winebarger
Karen Clontz
Julie A Good

COUNCIL ABSENT

Melissa Curtis

CALL TO ORDER: Mayor Johnnie Greene called the meeting to order at approximately 5:35pm.

ITEMS FOR DISCUSSION:

Town Manager Chase Winebarger discussed the budget needs for the Fiscal Year 2021/2022.

Town Manager Chase Winebarger discussed future land uses.

COUNCIL ADJOURN: Mayor Johnnie Greene asked for a motion to adjourn.

Clay Wilson made a motion, and Joe Wesson seconded, to adjourn the meeting at approximately 7:39pm. All were in favor.

Johnnie Greene, Mayor

Julie A Good, Town Clerk

**TUESDAY, MARCH 16, 2021
TOWN OF SAWMILLS REGULAR COUNCIL MEETING
6:00 PM**

COUNCIL PRESENT

Mayor Johnnie Greene
Clay Wilson
Rebecca Johnson
Melissa Curtis
Keith Warren
Joe Wesson

STAFF PRESENT

Chase Winebarger
Julie A Good
Terry Taylor
Tanner Greene

CALL TO ORDER: Mayor Johnny Greene called the meeting to order at approximately 6:03pm.

INVOCATION: Councilman Keith Warren gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Johnny Greene led the Pledge of Allegiance.

ADOPT AGENDA: Mayor Johnny Greene asked for a motion to adopt the March 16, 2021 Agenda.

Joe Wesson made a motion, and Keith Warren seconded, to adopt the March 16, 2021 Agenda. All were in favor.

APPROVE FEBRUARY 9, 2021 BUDGET RETREAT MINUTES: Mayor Johnny Greene asked for a motion to approve the February 9, 2021 Budget Retreat Minutes.

Rebecca Johnson made a motion, and Clay Wilson seconded, to approve the February 9, 2021 budget retreat minutes. All were in favor.

APPROVE FEBRUARY 16, 2021 REGULAR MEETING MINUTES: Mayor Johnny Greene asked for a motion to approve the February 16, 2021 regular meeting minutes.

Melissa Curtis made a motion, and Joe Wesson seconded, to approve the February 16, 2021 regular meeting minutes. All were in favor.

APPROVE FEBRUARY 16, 2021 CLOSED SESSION MINUTES: Mayor Johnnie Greene asked for a motion to approve the February 16, 2021 closed session minutes.

Joe Wesson made a motion, and Clay Wilson seconded to approve the February 16, 2021

closed session minutes. All were in favor.

PUBLIC COMMENT: Mayor Johnny Greene asked if anyone had any questions or comments at this time.

Shauna Leone came in and spoke to Council regarding the rezoning of her property.

RECOGNITIONS:

RECYCLE REWARDS WINNER: Mayor Johnny Greene announced James Clark, as the March Recycle Rewards winner. A credit of thirty-two dollars (\$32.00) will be added to the current sanitation bill.

No Council action was required.

FINANCIAL MATTERS:

HUDSON AMERICAN LEGION POST 392 DONATION REQUEST: Mayor Johnnie Greene stated that the Hudson American Legion Post 392 had requested a donation in the amount of two hundred dollars (\$200.00).

Clay Wilson made a motion, and Rebecca Johnson seconded, to give a donation in the amount of two hundred dollars (\$200.00) to the Hudson American Legion Post 392. All were in favor.

SALES TAX REINVESTMENT CONTRACT: Mayor Johnnie Greene stated that the current contract with Caldwell County for the Sales Tax Reinvestment program will expire on June 30, 2021 and will need to be renewed. If renewed, the Sales Tax Reinvestment contract will be effective starting July 1, 2021 and ending June 30, 2025. Mayor Johnnie Greene stated that amount of the contract will not exceed one hundred ninety-four thousand dollars (\$194,000.00) annually. The funds will be used by Caldwell County and the Caldwell County Economic Development Commission as incentive monies for job growth and development. Additionally, Caldwell County is able to use up to three hundred fifty thousand dollars (\$350,000.00) of the fund annually for public purposes other than economic development.

Joe Wesson made a motion, and Keith Warren seconded, to renew the Sales Tax Reinvestment Contract with Caldwell County. All were in favor.

PARKS AND RECREATION MATTERS:

PARK AND RECREATION POLICIES: Town Manager Chase Winebarger stated that the Parks and Recreation Department has been in contact with other local municipalities regarding their policies and regulations in regard to all matters pertaining to Parks and Recreation. After reviewing these policies and practices, we have compiled a Parks and

Recreations Policy Manual that best fits the needs of the Town.

Joe Wesson made a motion, and Clay Wilson seconded, to adopt the Parks and Recreation Policy Manual as it is presented. All were in favor.

PLANNING MATTERS:

CALL FOR PUBLIC HEARING FOR 321A REZONING: Town Planner Dustin Millsaps stated that William D Fields and Shauna L Leone have petitioned the Town for a rezoning for their property that is located on the edge of the Town of Sawmills jurisdiction to change from RA-20 to G-M (General Manufacturing) to be able to put in a greenhouse. The two (2) properties across the street from this property are zoned G-M. This property's current land use is vacant with no primary structure or use.

Town Planner Dustin Millsaps stated that the Town Planning Board had met on March 2, 2021, and recommended that the rezoning procedure shall proceed forward to Town Council.

Rebecca Johnson made a motion, and Joe Wesson seconded, to call for a public hearing on the rezoning during the April 20, 2021 regularly scheduled council meeting. All were in favor.

CALL FOR PUBLIC HEARING FOR 160D UPDATES: Ashley Kale with the Western Piedmont Council of Governments stated that the new Chapter 160D of the North Carolina General Statutes consolidates current city and county enabling statutes for development regulations (previously Chapters 153A and 160D) into a single unified chapter. Chapter 160D places these statutes into a more logical, coherent organization.

Ashley Kale stated that the Chapter 160D is effective now, but the state granted local governments to have until July 1, 2021 for the development, consideration, and adoption of necessary amendments to conform local ordinances to this new law. The Town of Sawmills contracted with the WPCOG to update the town's current zoning and subdivision development regulations to conform with the requirements of Chapter 160D.

Ashley Kale with the WPCOG stated that during the March 2, 2021 the Planning Board meeting, that the Planning Board voted to recommend the Chapter 160D changes to the zoning and subdivision ordinance to Council for approval.

Rebecca Johnson made a motion, and Joe Wesson seconded, to call for a public hearing for the Chapter 160D changes to the zoning and subdivision ordinance during the April 20, 2021 regularly scheduled council meeting. All were in favor.

DISCUSSION:

BAD DEBT WRITE OFF: Mayor Johnnie Greene stated that the Town had a list of 2017 accounts that have gone unpaid for Utility and Sanitation services. The Town does not expect to collect payment for these accounts and recommends that Council approve the write off of

the accounts. The total amount of these accounts is six thousand seven hundred thirty-five dollars and twenty-eight cents (\$6,735.28). Mayor Johnnie Greene also advised Council that included in the list are thirty-four (34) accounts the Town has submitted to the NC Debt Setoff Program for Collection. Mayor Johnnie Greene stated the Town had recovered six thousand seven hundred eighty-six dollars and forty-six cents (\$6,786.46) from previous years. There are sufficient funds in the budget to cover this.

Clay Wilson made a motion, and Keith Warren seconded, to approve staff to write off the 2017 list of bad debts accounts in the amount of six thousand seven hundred thirty-five dollars and twenty-eight cents (\$6,735.28). All were in favor.

METER CHARGE FOR REPLACEMENT METERS: Town Manager Chase Winebarger stated that since changing to the new AMI meters last year, Public Works has had to go change several meters due to customer negligence. The new AMI meters have an approximate value of four hundred dollars (\$400.00). Staff would like for Council to approve a meter replacing fee of five hundred dollars (\$500.00), which would include the cost of the AMI meter and labor for any meters that have to be replaced due to customer negligence.

Town Manager Chase Winebarger also stated that if Council approves the meter replacement fee, how would Council want staff to collect the fee.

Clay Wilson made a motion, and Rebecca Johnson seconded, to have a meter replacement fee of five hundred dollars (\$500.00) for any AMI meters that need to be replaced due to customer negligence and to table the fee collections discussion until the April 20, 2021 regularly scheduled council meeting for Town Attorney Terry Taylor to research options that would best suit the Town with the collection of the fees. All were in favor.

RECONNECTS FOR SANITATION ONLY ACCOUNTS: Town Manager Chase Winebarger stated that during disconnects, Public Works has to pick up sanitation cans due to nonpayment, only to have to go and return the can in the next few days and the only fees that sanitation account only customers have to pay is the past due bill. Town Manager Chase Winebarger stated that all other accounts are charged a reconnect fee or given an option to pay two (2) months bills (the past due amount and the following month).

Clay Wilson made a motion, Rebecca Johnson seconded, to charge a twenty-dollar (\$20.00) replacement fee for the time to pick up and storage of the can, return of the can plus the past due amount, or the option to pay two (2) months bills (the past due amount and the following month) to have sanitation accounts restarted. All were in favor.

SPECIAL PICK-UP LIMIT: Town Manager Chase Winebarger stated that there has been an increase in the number of special pick-ups for sanitation and brush. There are multiple locations that call for a special sanitation pick up weekly. At this time, the Town does not charge for special sanitation pick-ups or standard brush pile pick-ups because in the past the Town picked up the sanitation and went to the landfill on a regular basis. Now, Public Works is having to make trips to the landfill daily due to all the special sanitation and brush pick-ups, which is costing the Town extra money in tipping fees, fuel and truck maintenance charges. Town Manager Chase Winebarger stated that in order to off set the increased costs

the Town is incurring, staff would like to limit the number of special sanitation pick-ups and standard brush pick-ups to six (6) free pick-ups per calendar year and then a charge of seventy-five dollars (\$75.00) per every pick-up after the initial six (6).

Rebecca Johnson made a motion, and Keith Warren seconded, to limit the number of special sanitation and standard brush pick-ups to six (6) a year and any pick-up after the six (6) free will be charged seventy-five dollars (\$75.00) per pick-up. All were in favor.

BRUSH PICK-UP POLICY: Town Manager Chase Winebarger stated that for the past few years, the Town has been able to dispose of the brush locally for a monthly cost to the Town, but that facility has now closed, so the Town is having to take the brush to the Caldwell County Landfill. The Caldwell County Landfill charging a tipping fee of fifty dollars and one cent (\$50.01) per ton. With the increase of cost for tipping fees, fuel and maintenance, the Town can no longer afford to pick-up brush larger than a standard pile for free.

Town Manager Chase Winebarger stated that staff have worked to come up with the following changes:

- Limb diameter should be no larger than three (3) inches in diameter (changing it from four (4) inches in diameter)
- If larger then standard requirements, there will be a minimum charge of one hundred fifty dollars (\$150.00) per load.

Clay Wilson made a motion, and Joe Wesson seconded, to adopt the following Brush Pick-Up Policy:

1. Due to the volume of requests, work orders for brush pickup are handled in the order that they are received. When possible, brush pickup will take place within three (3) business days of receipt of the work order. If not possible to attend to within three (3) business days, brush will be collected as soon as possible.
2. *Brush will only be collected if it is left on the curb with all cut ends turned toward the street.*
3. *No brush from commercial tree trimming companies will be accepted or any brush from out of town.*
4. Limbs should be no larger than three (3) inches in diameter and the entire brush pile should be no longer than five (5) foot wide by five (5) foot tall by twelve (12) long. *Tree trunks, logs, and stumps will not be collected and must be separated out from the brush to be collected.*
5. If brush pile is larger than standard requirements there will be a minimum charge of one hundred fifty dollars (\$150.00) per trip.

All fees must be paid in advance.

All were in favor.

PUBLIC COMMENT: Mayor Johnny Greene asked if anyone had any questions or comments at this time.

No one wished to speak.

UPDATES:

FEBRUARY CODE ENFORCEMENT REPORT: Town Planner Dustin Millsaps stated that there are four (4) code enforcement cases open:

- Teresa Annas Compton, 4486 Sawmills School Road. Abandoned Mobile Home/Garbage and Rubbish. Town Planner Dustin Millsaps stated he received a complaint on January 13, 2020. Town Planner Dustin Millsaps stated that a NOV letter was sent out on January 23, 2020 with a deadline of February 10, 2020. Town Planner Dustin Millsaps stated that the trailer is not finished and located on the same property as the Compton house that the Town abated in 2018. Town Planner Dustin Millsaps stated that staff will investigate and work with attorney for possible courses of abatement. Town Planner Dustin Millsaps stated that one (1) of Ms. Compton's sons is scheduled to meet with staff in late February to work towards getting the property in his name and get the property cleaned up. Town Planner Dustin Millsaps stated that staff has is waiting for Ms. Compton's son to schedule a time to come in and speak with staff regarding this property. Town Planner Dustin Millsaps stated that he went by the property on September 10, 2020 and the property is still in same condition with extremely high grass and would recommend demolition. Town Planner Dustin Millsaps stated that he has been in contact with Town Attorney Terry Taylor and former Town Planner to get all the evidence for this property. Town Planner Dustin Millsaps stated that on February 19, 2021, the title search process had been started with Town Attorney Terry Taylor. Town Planner Dustin Millsaps stated that on March 11, 2021, there were three (3) heirs found from the title search process and letters had been sent out to all three (3) heirs;
- Denise Dotson/William S Annas, II, 4095 Gatewood Dr. Abandoned Mobile Home/Minimum Housing. Town Planner Dustin Millsaps stated that a complaint was received on March 5, 2020, and a regular NOV letter and a certified NOV letter was sent on March 5, 2020, with a deadline of March 23, 2020. Town Planner Dustin Millsaps stated that the mobile home has been sprayed painted and has an apparent tenant, however, the water meter has been pulled from the property. Property was cleaned up. However, Mr. Annas informed Town Planner Dustin Millsaps that a new tenant has moved in the mobile home. Town Planner Dustin Millsaps stated that a second NOV letter was sent on May 15, 2020 with a deadline of June 15, 2020 for additional garbage on property. Town Planner Dustin Millsaps stated that staff will

investigate and work with Town Attorney for possible courses of abatement. Town Planner Dustin Millsaps stated that he went by the property on September 10, 2020 and all garbage has been picked up, however, the house has multiple windows smashed out which is now a minimum housing violation. Town Planner Dustin Millsaps stated that he spoke with property owner and he plans on removing the trailer on November 5, 2020. Town Planner Dustin Millsaps stated that he spoke to William S Annas, II, the property owner, on November 5, 2020 and his plans are removing the mobile home. Town Planner Dustin Millsaps stated that he tried to get in touch with property owner William S Annas, II four (4) times from November 5, 2020 to November 19, 2020 before he would answer the phone for him again, and Town Planner Dustin Millsaps stated he informed property owner Williams S Annas, II that the Town would have to pursue moving the mobile home or fines would occur for him. Town Planner Dustin Millsaps stated that he talked to property owner William S Annas, II on December 8, 2020 and was informed that the property owner had been in contact with an attorney about removal of the mobile home. Town Planner Dustin Millsaps stated that on January 7, 2021, he spoke with property owner William S Annas, II and the property owner stated that he had not worked with his attorney because his attorney had been quarantined multiple times. Town Planner Dustin Millsaps stated that on 2/7/21 he talked with property owner William S Annas, II, again and Mr. Annas stated that he is still talking to his attorney about getting the issue handled;

- Annie Newton/Mary Austin, 4438 Jess Dr. Rubbish. Town Planner Dustin Millsaps stated that a complaint was received on February 25, 2021. Town Planner Dustin Millsaps stated that there was trash seen piling up on the porch. Town Planner stated a NOV letter was sent out and the issue was fixed immediately.

No Council action was required.

COUNCIL COMMENTS:

Keith Warren wanted to thank everyone for coming out.

Joe Wesson wanted to thank everyone for coming out.

CLOSED SESSION PURSUANT TO N.C.G.S. §143.318-11(A)(3): Mayor Johnnie Greene asked for a motion to go into closed session.

Clay Wilson made a motion, and Joe Wesson seconded, to go into closed session pursuant to N.C.G.S. § 143.318-11(a)(3) at approximately 7:00pm. All were in favor.

Rebecca Johnson made a motion, and Clay Wilson seconded, to come out of closed session at approximately 7:45pm. All were in favor.

VETERANS PARK PAVING: After coming out of closed session, Town Manager Chase Winebarger stated that the FY 2020/2021 budget the Town budgeted conservatively that the parking lot at Veterans Park can be completed during the FY 2020/2021 budget and not have to wait until FY 2021/2022.

Keith Warren made a motion, and Joe Wesson seconded, to start the Veterans Park parking lot project immediately. All were in favor.

COUNCIL ADJOURN: Mayor Johnnie Greene asked for a motion to adjourn.

Clay Wilson made a motion, and Keith Warren seconded, to adjourn the meeting. All were in favor.

The meeting was adjourned at approximately 7:48pm.

Johnnie Greene, Mayor

Julie A. Good, Town Clerk

APRIL 1, 2021
MINUTES OF TOWN COUNCIL
BUDGET WORKSHOP
5:00 P.M.

COUNCIL PRESENT

Keith Warren
Rebecca Johnson
Melissa Curtis

STAFF PRESENT

Chase Winebarger
Karen Clontz
Julie A Good

CALL TO ORDER: Mayor Pro Tem Keith Warren called the meeting to order at approximately 5:09pm.

ITEMS FOR DISCUSSION:

Town Manager Chase Winebarger discussed the budget needs for the Fiscal Year 2020/2021.

COUNCIL ADJOURN: Mayor Pro Tem Keith Warren asked for a motion to adjourn.

Keith Warren made a motion, and Rebecca Johnson seconded, to adjourn the meeting at approximately 5:25pm. All were in favor.

Johnnie Greene, Mayor

Julie A Good, Town Clerk

AGENDA ITEM 7A

MEMO

DATE:

April 20, 2021

SUBJECT:

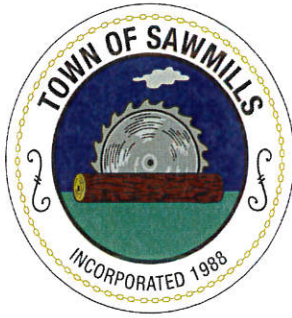
Recognition:
Recycle Rewards
Program

Discussion:

The Town of Sawmills would like to congratulate Mark Potter on winning the Recycle Rewards Program for the month of April. Mayor Johnnie Greene will present him with a Certificate of Appreciation. A thirty-two dollar (\$32.00) credit will be added to the current sanitation bill.

Recommendation:

No Council action is required.



MAYOR
Johnnie Greene

TOWN MANAGER
Chase Winebarger

TOWN PLANNER
Dustin Millsaps

**TOWN
COUNCIL**

Keith Warren , Mayor Pro-Tem
Clay Wilson
Rebecca Johnson
Melissa Curtis
Joe Wesson

**Town of Sawmills Council Meeting
April 20th, 2021
6:00 PM**

PLANNER'S STAFF REPORT

Address: N/A

Owner Name: William D. Fields & Shauna L. Leone

PIN: 2766486954

Land Area: 1.20 acres (approximately) in our jurisdiction
10.98 acres total

Zoning: (RA-20)

Background

This property is right on the edge of the Town of Sawmills jurisdiction. The total of 10.98 acres with the majority of the land (9.78 acres) being located in the Town of Hudson. While the approximate land in the Town of Sawmills being 1.20 acres. The part being in Sawmills already zoned Residential Agriculture District (RA-20).

The reason for this rezoning is because the owners of the parcel want to purpose the smaller piece of land in Sawmills limits for a greenhouse. Greenhouses are only permitted by right in the General Manufacturing District (G-M). The two properties across the street are already listed as G-M, so it would not stick out.

Land Use and Zoning

This properties current land use is vacant with no primary structure or use.

Surrounding Zoning:

North: *Town of Hudson (R-20)*

South: G-M

East: RA-20

West: G-M

Surrounding Land Use:

North: Single Family Residential/Vacant Land

South: General Manufacturing
East: Single Family Residential
West: General Manufacturing

Staff recommendation

Staff recommends that the Town of Sawmills Council consider rezoning this parcel to G-M from RA-20 following the public hearing related to this parcel. This will grow the commercial industry within Sawmills.

Planning Board

Town of Catawba Planning Board met on this issue on March 2nd, 2021. They recommended the rezoning procedure shall proceed forward to Town Council. Planning Board raised no issues with this rezoning.

Consistency with the Comprehensive Plan:

This rezoning aligns perfectly with our 2040 Sawmills Comprehensive Plan (est. 2017). On page 64 of the document it has a "Future Land-Use Map." This map clearly shows that this property is one of many on the east side of 321 A, that was proposed to be rezoned to industrial use. General Manufacturing (G-M) which is the proposed rezoning district, falls right along in that category with industrial uses.

4076 US Highway 321-A * Sawmills NC * (828)396-7903 * (828)396-8955 fax

<http://www.townofsawmills.com/>

The Town of Sawmills does not discriminate on the basis of age, sex, race, religion, national origin, disability, political affiliation, or marital status.



160D Legislative Updates Zoning and Subdivision Ordinance

The new Chapter 160D of the North Carolina General Statutes consolidates current city- and county-enabling statutes for development regulations (previously Chapters 153A and 160A) into a single, unified chapter. Chapter 160D places these statutes into a more logical, coherent organization. While the new law does not make major policy changes or shifts in the scope of authority granted to the Town of Sawmills, it does provide many clarifying amendments and consensus reforms that were required to be incorporated into the town's development regulations. As such, Chapter 160D requires that the town's zoning, subdivision, and other development regulations be updated to conform to the new law.

Additionally as a result of Chapter 160D, cities and counties that have zoning ordinances must have an up-to-date comprehensive plan or land use plan by July 1, 2022. This is not something that is written in the ordinance, but a procedure that the town will need to follow to support development decisions.

Chapter 160D is effective now, but the state granted local governments to have until July 1, 2021 for the development, consideration, and adoption of necessary amendments to conform local ordinances to this new law. The Town of Sawmills contracted with Western Piedmont Council of Governments (WPCOG) to update the town's current zoning and subdivision development regulations to conform with the requirements of Chapter 160D. During this process WPCOG staff presented the required and optional changes to the Planning Board and updated the ordinance according to the Planning Board's response. All required changes and updates to optional changes (which were already adopted by the zoning and subdivision ordinance) have been made. The optional changes that were made and not previously adopted in the existing ordinances include the following:

- 1) Zoning Ordinance, §153.005 Definitions – Update to existing or addition of new definition for administrative decision, determination, developer, development, development approval, development regulation, dwelling, evidentiary hearing, legislative decision, and legislative hearing.
- 2) Zoning Ordinance, §153.212 Powers and Duties of the Board of Adjustment- Allowing for minor modification to approved special use permits by administrative approval.

During the Planning Board meeting on March 2nd, 2021 the Planning Board voted to recommend the Chapter 160D changes to the zoning and subdivision ordinance to Council for approval.

Below is a list of all changes that were made to the ordinances:

AGENDA ITEM 10A

MEMO

DATE:

April 20, 2021

SUBJECT:

Financial Matters:
Capital Outlay
Budget Amendment

Discussion:

During the regularly scheduled closed session Council meeting on March 16, 2021, Town Council advised staff to move ahead with the purchase of acreage at 4077 Baird Drive, Hudson, North Carolina, for the amount of six hundred twenty-five thousand dollars (\$625,000.00). This amount will need to be moved from the General Fund into the Capital Outlay Fund.

Recommendation:

Staff recommends Council approve a budget amendment in the amount of six hundred twenty-five thousand dollars (\$625,000.00) from the General Fund into the Capital Outlay Fund for the purchase of acreage at 4077 Baird Drive, Hudson, North Carolina.

BUDGET AMENDMENT ORDINANCE
TOWN OF SAWMILLS
General Fund

BE IT ORDAINED, by the Town Council of the Town of Sawmills, Caldwell County, North Carolina, that the following amendment to the Budget Ordinance for the fiscal year 2020 - 2021 be hereby adopted.

NOW, THEREFORE, BE IT RESOLVED, that the following amendment for the fiscal year be made to the budget for the fiscal year ended June 30, 2021.

<u>Department/Budget</u>	<u>Account Number</u>	<u>Account</u>	<u>Debit</u>	<u>Credit</u>
General Fund-Revenue	1-00-3990	Appropriated Fund Balance		\$625,000
Administration-Expenditure	1-20-4151	Capital Outlay	\$625,000	

Explanation: For the purchase of acreage at 4077 Baird Drive, Hudson, NC.

This Amendment now adopted this the 20th day of April 2020.

Mayor, Town of Sawmills

APPROVED BY:

Finance Officer, Town of Sawmills

ATTEST:

Town Clerk

APPROVED TO FORM:

Town Attorney

AGENDA ITEM 10A

MEMO

DATE:

April 20, 2021

SUBJECT:

Financial Matters:
Property Contract
Approval

Discussion:

During the regularly scheduled closed session Council meeting on March 16, 2021, Town Council advised staff to move ahead with the purchase of acreage at 4077 Baird Drive, Hudson, North Carolina, for the amount of six hundred twenty-five thousand dollars (\$625,000.00). The attached contract has been reviewed by and signed by the seller.

Recommendation:

Staff recommends Council approve the property contract for the purchase of acreage at 4077 Baird Drive, Hudson, North Carolina, in the amount of six hundred twenty-five thousand dollars (\$625,000.00).

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between TOWN OF SAWMILLS, a North Carolina Municipal Corporation ("Buyer") and DALLAS R. WILCOX, SR., a Single Man ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "**Property Description**": (Address/Legal description/Parcel ID No.)

4077 Baird Dr., Hudson, NC

PIN: 2766-67-9139, 2766-77-7436 & 2766-77-1835

Plat Reference: Deed Book 1771, Page 475 Book 1875, Page 1724 & Book 1839, Page 1526, Caldwell County Registry.

☒ If this box is checked, "Property" shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference,

\$625,000.00 (b) "**Purchase Price**" shall mean the sum of Six Hundred Twenty Five Thousand no/100 Dollars.

payable on the following terms:

\$5,000.00 (i) "**Earnest Money**" shall mean Five Thousand no/100 Dollars.

or terms as follows: _____

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be made payable to **Terry M. Taylor Trust Account** and promptly deposited in escrow with **Terry M. Taylor, Esquire, Young, Morphis, Bach & Taylor, LLP** (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

☐ ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

☐ ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

☐ ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$N/A (ii) **Proceeds of a new loan** in the amount of _____ Dollars for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____ % per annum with mortgage loan discount points not to exceed _____ % of the loan amount, or such other terms as may be set forth on **Exhibit B** if applicable. Buyer shall pay all costs associated with any such loan.

\$N/A (iii) **Delivery of a promissory note** secured by a deed of trust, said promissory note in the amount of _____ Dollars

Page 1 of 8

Buyer Initials TG Seller Initials DAW

being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (____%) per annum in the amount of \$_____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$N/A _____

(iv) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$_____ and evidenced by a note bearing interest at the rate of _____ percent (____%) per annum, and a current payment amount of \$_____. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing

\$620,000.00

(v) Cash, balance of Purchase Price, at Closing in the amount of Six Hundred Twenty Thousand and no/100 Dollars.

- (c) "Closing" shall mean the date and time of recording of the deed. Closing shall occur on or before sixty (60) days following the Contract Date.
- (d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.
- (e) "Examination Period" shall mean the period beginning on the Contract Date and extending through the thirtieth day following the Contract Date. *TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.*
- (f) "Broker(s)" shall mean:

N/A ("Listing Agency"),

_____("Listing Agent" – License #_____)

Acting as: ☐ Seller's Agent; ☐ Dual Agent

and N/A ("Selling Agency"),

_____("Selling Agent" – License #_____)

Acting as: ☐ Buyer's Agent; ☐ Seller's (Sub)Agent; ☐ Dual Agent

(g) All aspects of this Contract, past, present and future, shall be held in strict confidence by both Buyer and Seller.

(h) **"Seller's Notice Address"** shall be as follows:

Dallas R. Wilcox, Sr.
2591 Timberwood Dr.
Lenoir, NC 28645

except as same may be changed pursuant to Section 12.

(i) **"Buyer's Notice Address"** shall be as follows:

Town of Sawmills
4076 US Hwy. 321A
Sawmills, NC 28630

except as same may be changed pursuant to Section 12.

☐ (j) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to: title insurance policies, surveys and copies of all presently effective warranties or service contracts related to the Property. 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; and (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. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written

Buyer Initials J G Seller Initials DRW

consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before N/A, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

☒ If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

☐ If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement.

(a) All Leases shall be itemized on **Exhibit B**, if any;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any of the conditions hereto are not satisfied, or in the event Buyer does not determine the property to be suitable for any reason whatsoever during the Examination Period, the initial earnest money deposit will be returned by Buyer, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. NOTE: In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Buyer Initials JG Seller Initials DRW

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

None.

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

Seller represents that the regular owners' association dues, if any, are \$ N/A

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B, if applicable.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the

Page 6 of 8

Buyer Initials JG Seller Initials DW

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. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

☐ **EIFS/SYNTHETIC STUCCO:** If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

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.

BUYER:

Business Entity

TOWN OF SAWMILLS

By: Johnnie Greene

Mayor

Date: 3-31-21

SELLER:

Individual

Dallas R. Wilcox Sr.
Dallas R. Wilcox, Sr.

Date: 3-26-21

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Terry M. Taylor, Attorney for Young, Morphis, Bach & Taylor, LLP

Date: _____

By: _____
Terry M. Taylor

3/25/21 Karen Clontz

This instrument has been preaudited in the manner
required by the Local Government Budget and Fiscal
Control Act

Page 8 of 8

Buyer Initials JG Seller Initials DRW

NC Bar Association Form No. 580T © 1/2012
Printed by Agreement with the NC Bar Association

This standard form has been jointly approved by:
North Carolina Bar Association – NC Bar Form No. 580T
North Carolina Association of Realtors®, Inc. – Standard Form 580T



Doc ID: 008388490004 Type: CRP
 Recorded: 06/30/2011 at 12:06:29 PM
 Fee Amt: \$543.00 Page 1 of 4
 Revenue Tax: \$515.00
 Workflow# 0000031948-0001
 Caldwell County, NC
 WAYNE L RASH Register of Deeds
 BK **1771** PG **475-478**

EXCISE TAX: \$515.00
 Mail after recording to GRANTEE: ✓
 This instrument was prepared by GROOME, TUTTLE, PIKE & BLAIR
 Brief Description for the index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made **June 30, 2011**, by and between

GRANTOR	GRANTEE
Alexander S. Holden, Executor of the Estate of Toye S. Holden, File No. 07-E-438 and Alexander S. Holden, Trustee under the Will of Toye S. Holden, File No. 07-E-438	Dallas Ray Wilcox, Sr. Address: PO Box 687 Hudson, NC 28638

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Hudson Township, **Caldwell** County, North Carolina and more particularly described as follows:

See Attached Exhibit "A"
 which is incorporated by reference
 as if fully set out herein.

All or a portion of the property herein conveyed does not include the primary residence of the Grantor.

4-28.00

515.00

The property hereinabove described was acquired by Grantor by instrument recorded in Book , Page

A map showing the above described property is recorded in Book , Page

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Alexander S. Holden, Executor of the
Estate of Toye S. Holden

By: Alexander S. Holden (SEAL)
Alexander S. Holden, Executor

Alexander S. Holden, Trustee Under the Will of
Toye S. Holden

By: Alexander S. Holden (SEAL)
Alexander S. Holden, Trustee

NORTH CAROLINA, CALDWELL COUNTY

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver's License) (a credible witness has sworn to the identity of the principal's); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Alexander S. Holden, Executor of the Estate of Toye S. Holden, Grantor.

Date: 6/30/2011



Sharon L. Taylor
Official Signature of Notary

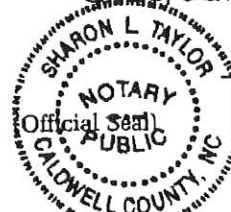
Sharon L. Taylor
Notary's printed or typed name, Notary Public

My commission expires: 3/28/2013

NORTH CAROLINA, CALDWELL COUNTY

I certify that the following person(s) personally appeared before me this day, and (I have personal knowledge of the identity of the principal(s)) (I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a Driver's License) (a credible witness has sworn to the identity of the principal's); each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Alexander S. Holden, Trustee Under the Will of Toye S. Holden, Grantor.

Date: 6/30/2011



Sharon L. Taylor
Official Signature of Notary

Sharon L. Taylor
Notary's printed or typed name, Notary Public

My commission expires: 3/28/2013

U:\Sharon\Holden\Toye S. Holden, Trustee Under the Will of Toye S. Holden, Grantor

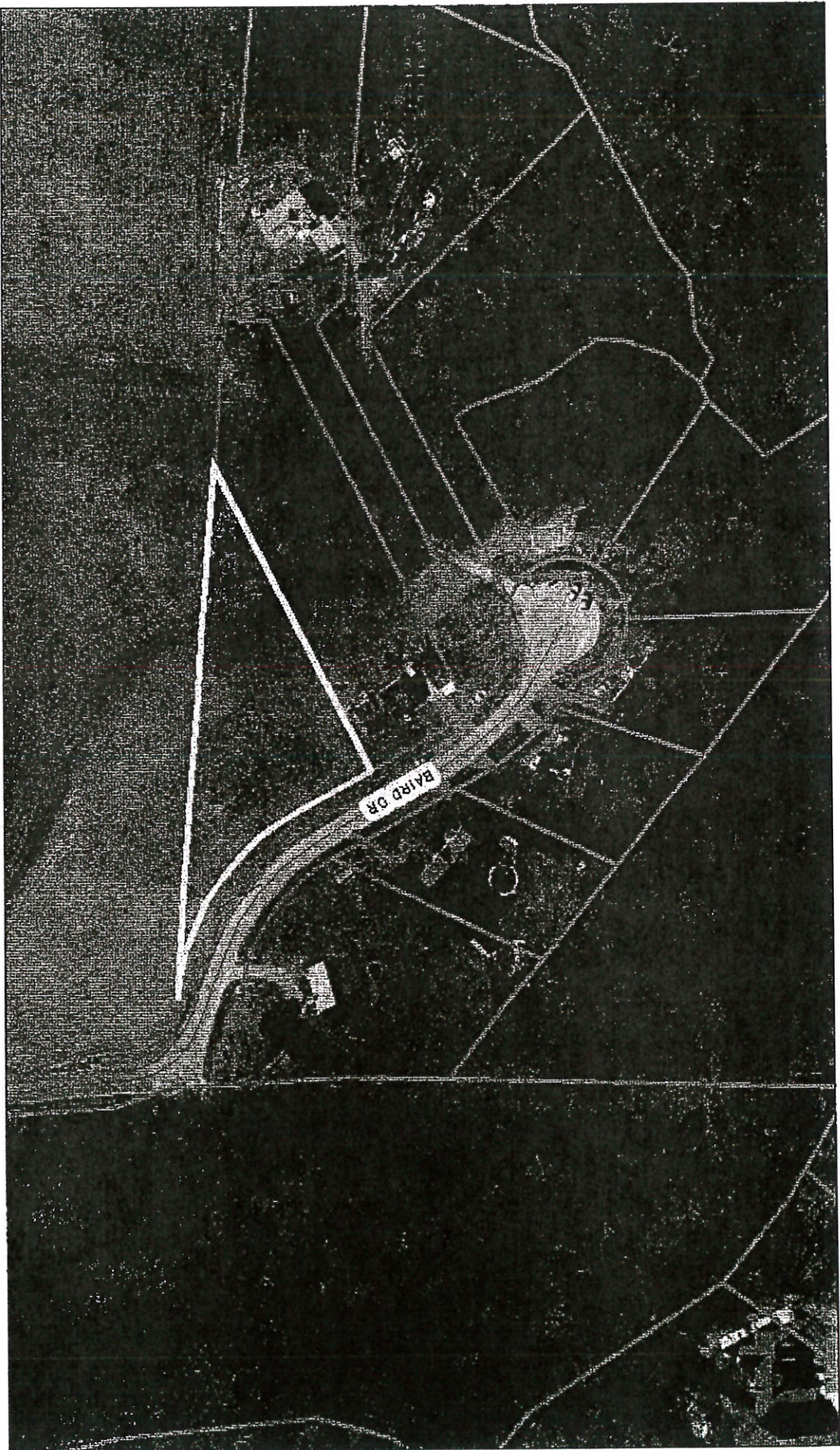
EXHIBIT "A"

CALDWELL COUNTY HUDSON TOWNSHIP

BEGINNING on a ½ inch existing iron rod, said iron rod being the Northwest corner of that property belonging to Robert J. Stevens, IV, (Deed Book 1561, at Page 293), and also being the Westernmost corner of the Holden property described in Book 1570, at Page 307, Caldwell County Registry, Parcel 2, said ½ inch existing iron rod being located near the Eastern terminus of a 15 inch reinforced concrete pipe under US 321-A; thence with the line of Robert J. Stevens, North 80 degrees 44 minutes 41 seconds East 249.90 feet to a ½ inch existing iron rod; thence continuing with Stevens' line, South 03 degrees 33 minutes 17 seconds West 99.98 feet to a ½ inch existing iron rod, which rod is located at the common corner of Holden (Deed Book 1570, at Page 307, Parcel 1), Stevens (Book 1561, at Page 293), and Cornett Mobile Home Supply, Inc. (Book 1108, at Page 891); thence with the line of Cornett Mobile Home Supply, Inc., North 80 degrees 36 minutes 05 seconds East 37.55 feet to a 1-1/4 inch existing iron pipe; thence continuing with Cornett Mobile Home Supply, Inc., South 28 degrees 24 minutes 15 seconds East 330.58 feet to a 1-1/4 inch existing iron pipe at the Northern edge of an existing 30 foot right-of-way; thence with the right-of-way North 78 degrees 10 minutes 00 seconds East 42.73 feet to a ½ inch iron pipe, a corner with Michael T. Mull (Deed Book 759, at Page 828); thence with Mull for two calls: North 74 degrees 14 minutes 45 seconds East 202.55 feet to a ½ inch iron pipe, and South 13 degrees 25 minutes 15 seconds East 229.52 feet to a 1-1/4 inch existing iron pipe, a corner with Floyd Annas (Deed Book 245, at Page 376); thence with Annas's line South 13 degrees 49 minutes 15 seconds East 96.43 feet to a 1 inch existing iron pipe, the Western corner of Lot No. 6, Block E, of the O.L. Phillips property, as shown in Plat Book 2, at Page 153; thence with the line of Lot No. 6, South 59 degrees 22 minutes 51 seconds East 491.21 feet to a point on the Northwest side of Ardmore Street; thence crossing Ardmore Street, due East 33 feet, more or less, to a ½ inch iron pipe, the Westernmost corner of Lot No. 1, Block D, of the O.L. Phillips property, Plat Book 2, at Page 153; thence with the line of Block D, Lots 1, 2, 3 and 4, South 85 degrees 15 minutes 22 seconds East 135.40 feet to an existing iron pipe, a corner of Lot No. 4, Block D; thence with the line of Lot No. 4, Block D, North 04 degrees 25 minutes 26 seconds East 176.54 feet to a 3/4 inch iron pipe in the line of Lot No. 15, Block D, Plat Book 2, at Page 153; thence with the line of Lot No. 15, South 84 degrees 48 minutes 18 seconds East passing a ½ inch iron pipe at 99.62 feet, the common corner of Lot Nos. 8 and 9, Block D, Plat Book 2, at Page 153, and Lot No. 15, Block D, Plat Book 2, at Page 153, and continuing 140.10 feet, for a total distance along this bearing of 239.72 feet to a point on the Western curb of Baird Drive (SR 1215); thence with the curb of Baird Drive, North 04 degrees 45 minutes 48 seconds East 276.06 feet to a point on the curb; thence leaving the curb South 82 degrees 58 minutes 17 seconds East 15.00 feet to an existing iron pipe in the centerline of Baird Drive; thence with the centerline of Baird Drive as follows: North 13 degrees 31 minutes 06 seconds East 76.22 feet to a point; thence North 17 degrees 17 minutes 57 seconds East 35.41 feet to a point; thence North 22 degrees 46 minutes 01 seconds East 37.39 feet to a point; thence North 29 degrees 59 minutes 53 seconds East 52.54 feet to a point; thence North 35 degrees 08 minutes 34 seconds East 57.40 feet to a point; thence North 40 degrees 56 minutes 34 seconds East 65.75 feet to a point; thence North 41 degrees 34 minutes 18 seconds East 127.34 feet to a point; thence North 38 degrees 48 minutes 29 seconds East 47.06 feet to a point; thence North 35 degrees 05 minutes 10 seconds East 56.57 feet to a point; thence North 30 degrees 52 minutes 05 seconds East 69.97 feet to a point; thence North 27 degrees 42 minutes 37 seconds East 44.41 feet to a point; thence North 25 degrees 23 minutes 52 seconds East 53.87 feet to a point; thence North 26 degrees 13 minutes 13 seconds East 56.07 feet to a MAG nail; thence South 63 degrees 08 minutes 26 seconds East 16.04 feet to a MAG nail; thence North 04 degrees 32 minutes 14 seconds East 16.01 feet to a MAG nail; thence continuing North 04 degrees 32 minutes 14 seconds East 73.74 feet to a iron pipe; thence North 04 degrees 08 minutes 56 seconds West 136.56 feet to a ½ inch iron rod, the Northernmost corner of Joseph E. Norman (Deed Book 1559, at Page 308); thence with Norman's line South 87 degrees 48 minutes 05 seconds East 220.18 feet to a ½ inch iron rod, a corner with Ben Griffin Realty and Auction (Deed Book 1695, at Page 413); thence with Ben Griffin Realty and Auction, South 87 degrees 48 minutes 05 seconds East 67.05 feet to a ½ inch iron rod; thence South 87 degrees 48 minutes 05 seconds East 10.00 feet to a point in a branch; thence with the centerline of the branch as follows: North 32 degrees 50 minutes 20 seconds West 13.02 feet to a point; thence North 12 degrees 13 minutes 51 seconds West 16.96 feet to a point; thence North 06 degrees 03 minutes 25 seconds

West 51.97 feet to a point; thence North 02 degrees 59 minutes 16 seconds West 54.96 feet to a point; thence North 34 degrees 39 minutes 08 seconds West 25.80 feet to a point; thence North 02 degrees 48 minutes 46 seconds West 29.33 feet to a point; thence North 02 degrees 53 minutes 27 seconds West 55.27 feet to a point; thence North 12 degrees 08 minutes 52 seconds East 92.03 feet to a point; thence North 16 degrees 45 minutes 43 seconds East 37.82 feet to a point; thence North 05 degrees 20 minutes 03 seconds East 53.39 feet to a point; thence North 29 degrees 33 minutes 54 seconds East 31.95 feet to a point; thence North 67 degrees 52 minutes 25 seconds East 15.05 feet to a point; thence North 40 degrees 25 minutes 10 seconds East 11.66 feet to a point at the intersection of said branch and Little Gunpowder Creek; thence with the creek North 75 degrees 52 minutes 14 seconds West 38.28 feet to a point in the creek; thence North 46 degrees 57 minutes 16 seconds West 83.00 feet to a point in the creek; thence North 29 degrees 42 minutes 53 seconds West 200.24 feet to a point in the creek; thence North 46 degrees 28 minutes 34 seconds West 93.02 feet to a point in the creek; thence North 55 degrees 37 minutes 42 seconds West 111.20 feet to a point in the creek, a corner with Kay B. Walker (Deed Book 1603, at Page 36), and Lot No. 13 of Harvest Meadow Subdivision (Plat Book 23, at Page 206); thence with Walker's line, South 00 degrees 32 minutes 51 seconds East passing a ½ inch iron pipe at 24.10 feet and continuing 347.89 feet for a total distance of 371.99 feet to a planted stone, a corner with Melody Styles (Deed Book 1642, at Page 364); thence with Styles' line South 02 degrees 21 minutes 09 seconds East 184.79 feet to a ½ inch iron pipe; thence South 03 degrees 28 minutes 31 seconds East 46.27 feet to a 24 inch hickory; thence crossing Baird Drive North 84 degrees 18 minutes 05 seconds West 76.45 feet to a ½ inch iron pipe in the right-of-way of Baird Drive; thence with the line of Rocky Road, Inc. (Deed Book 1629, at Page 1158, Tract VII), and Midnight Enterprises (Book 1482, at Page 323), North 85 degrees 00 minutes 00 seconds West 575.85 feet to a ½ inch iron pipe, a corner with Robbin K. Osborne (Deed Book 1658, at Page 525); thence with Osborne's line North 85 degrees 00 minutes 00 seconds West 336.47 feet to a ¾ inch iron pipe, a corner with Jack F. Mason, Jr. (Deed Book 1021, at Page 74); thence with Mason's line South 25 degrees 12 minutes 03 seconds West 381.19 feet to a 1-1/2 inch iron pipe; thence South 25 degrees 03 minutes 31 seconds West 183.96 feet to a 5/8 inch rebar; thence North 82 degrees 20 minutes 56 seconds West 540.09 feet to a ½ inch iron pipe; thence North 83 degrees 55 minutes 16 seconds West 245.07 feet to a iron pipe, the Southwest corner of that .09 acre tract conveyed to Majorie Holden, in Book 1745, at Page 322, and on the East side of US 321-A; thence South 03 degrees 39 minutes 43 seconds West 336.43 feet to the BEGINNING, containing 47.264 acres, more or less.

Grantor grants to Grantee, his heirs and assigns, all Grantor's reserved right, title and interest in and to that certain reserved Easement recorded in Book 1745, at Page 322, Caldwell County Registry.



This map is NOT of land survey quality and is NOT suitable for such use.

Owner WILCOX DALLAS R SR

2591 TIMBERWOOD DR
LENOIR, NC 28645

Acct Number 22857
Parcel ID 03 35 1 32I
NCPIN 2766771835

Deferred Val \$1,100

Assessed Val \$200

Calc Acreage 0.66422097

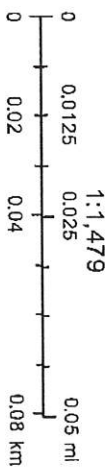
Land Units 1 (LT)

Legal Desc BK 1839 PG 1526 YR 2013 ST 0.00

Plat Ref 0018/0077

Property Addr 4025 BAIRD DR

Caldwell County



March 23, 2021



Doc ID: 009348760002 Type: CRP
 Recorded: 12/19/2013 at 02:38:36 PM
 Fee Amt: \$26.00 Page 1 of 2
 Revenue Tax: \$0.00
 Workflow# 0000065598-0002
 Caldwell County, NC
 WAYNE L RASH Register of Deeds

BK 1839 Pg 1526-1527

GENERAL WARRANTY DEED

Excise Tax 0

Tax Parcel ID No. _____ Verified by _____ County
 on the _____ day of _____, 20____ By: _____

Mail/Box to: _____

This instrument was prepared by: Dewey L. Keller, Attorney at Law, PLLC

Brief description for the Index: _____

THIS DEED, made this the 19 day of December, 2013, by and between

GRANTOR: Rocky Road, Inc.

whose mailing address is 3441 Morganton Blvd SW Lenoir, NC 28645
 (herein referred to collectively as **Grantor**) and

GRANTEE: Dallas R Wilcox, Sr.

whose mailing address is PO Box 487 Hudson NC 28635
 (herein referred to collectively as **Grantee**) and

[Include mailing address for each Grantor and Grantee; marital status of each individual Grantor and Grantee; and type of entity, e.g., corporation, limited liability company, for each non-individual Grantor and Grantee.]

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in Caldwell County, State of North Carolina, more particularly described as follows:

Being Lot #1 of Park Terrace Subdivision as recorded in Plat Book 18, Page 77, and revised at Plat book 18, Page 145, Caldwell County Registry, reference to which is hereby made for greater certainty of description.

Subject to restrictions as set out in Book 1261, Page 220, Caldwell County Registry.

Parcel No. 03 35 1 321

Said property having been previously conveyed to Grantor by instrument(s) recorded in Book 1629, Page 1158, and being reflected on plat(s) recorded in Map/Plat Book , page/slide .

All or a portion of the property herein conveyed _____ includes or _____ does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

Revised December 17, 2009

And Grantor hereby warrants that Grantor is seized of the premises in fee and has the right to convey same in fee simple, that title is marketable and is free and clear of encumbrances other than as set forth herein, and that Grantor will forever warrant and defend the title against the lawful claims of all persons or entities whomsoever.

This conveyance is made subject to the following Exceptions and Reservations:

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Rocky Road, Inc.

Michael Lackey (SEAL)

By: Michael Lackey, President

State of NC
County of Caldwell

I, a Notary Public of the County and State aforesaid, certify that Michael Lackey personally appeared before me this day and acknowledged that he is President of Rocky Road, Inc. and as President, being authorized to do so, executed the foregoing instrument on behalf of the Corporation.

Witness my hand and official seal, this the 19 day of December, 2013.

Rebecca Dettler

Notary Signature

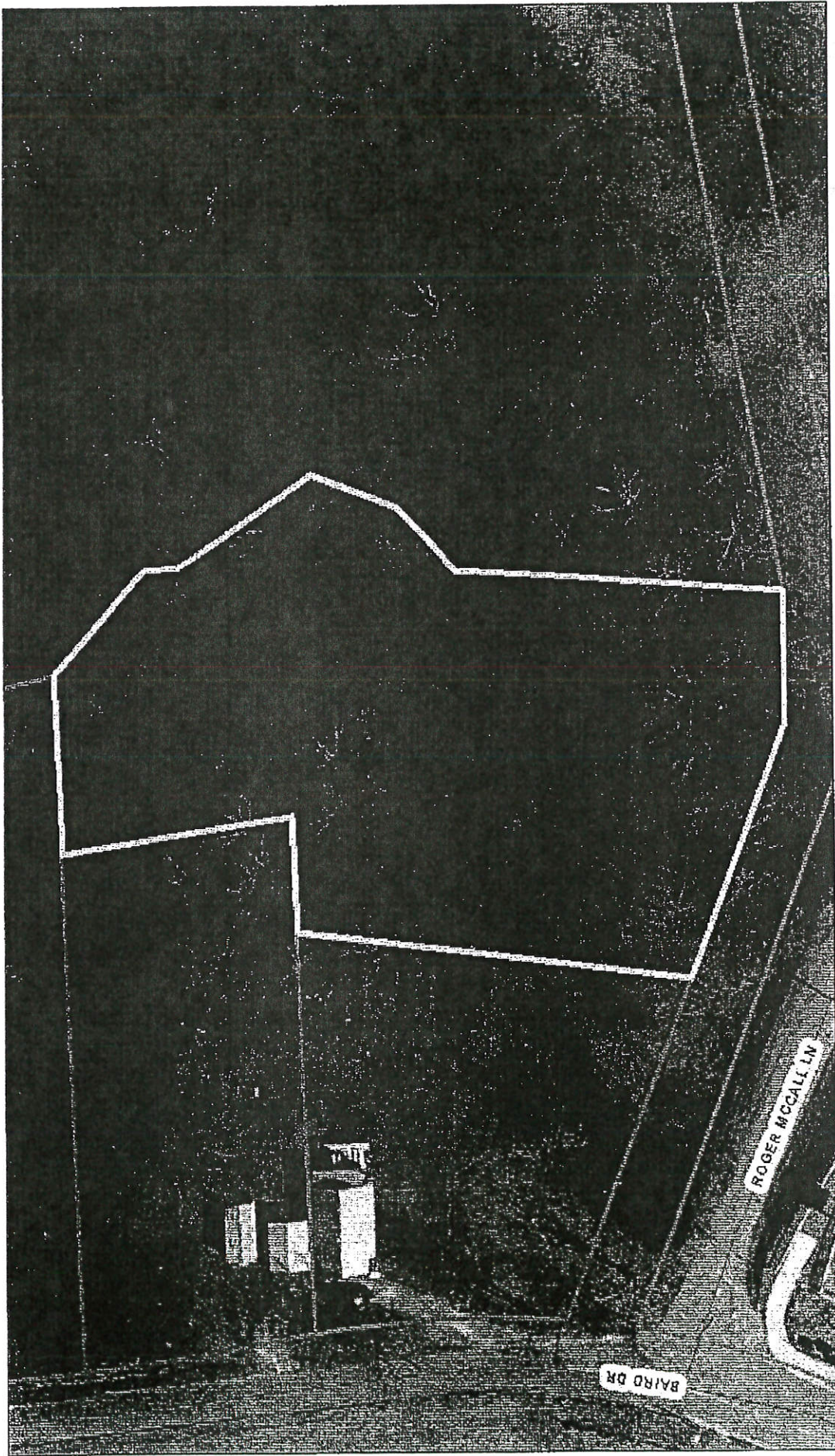
Printed Name of Notary

Public: Rebecca Dettler

My commission expires: 2-22-14



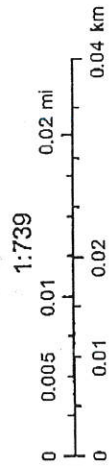
Revised December 17, 2009



This map is NOT of land survey quality and is NOT suitable for such use.

Owner	WILCOX DALLAS R SR	Deferred Val	\$8,400
	2591 TIMBERWOOD DR	Assessed Val	\$300
	LENOIR, NC 28645	Calc Acreage	1.0634488
Acct Number	22857	Land Units	1.06 (AC)
Parcel ID	03 41 4 17C	Legal Desc	BK 1875 PG 1724 YR 2015 ST 10.00
NCPIN	2766777436	Plat Ref	00022/00132
		Property Addr	0

Caldwell County



March 23, 2021



Doc ID: 009614530002 Type: CRP
Recorded: 07/27/2015 at 10:36:58 AM
Fee Amt: \$36.00 Page 1 of 2
Revenue Tax: \$10.00
Workflow# 0000085187-0001
Caldwell County, NC
WAYNE L RASH Register of Deeds
BK 1875 PG 1724-1725

GENERAL WARRANTY DEED

Excise Tax: ~~\$0.00~~ ^{\$10.00}
Tax Parcel ID No.

Mail/Box to: Grantee

This instrument was prepared by: Wilson, Lackey & Rohr, P.C.

Brief description for the Index: Granite Falls Township

THIS DEED, made this the 24 day of July, 2015, by and between

GRANTOR: BEN GRIFFIN REALTY & AUCTION INC
whose mailing address is 606 College Avenue, Lenoir, North Carolina 28645
(herein referred to collectively as **Grantor**) and

GRANTEE: DALLAS R. WILCOX, SR.
whose mailing address is P.O. Box 687, Hudson, NC 28638
(herein referred to collectively as **Grantee**) and

WITNESSETH:

For valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, bargains, sells and conveys unto Grantee in fee simple, subject to the Exceptions and Reservations hereinafter provided, if any, the following described property located in the City of _____, Granite Falls Township, County of Caldwell, State of North Carolina, more particularly described as follows:

BEING all of Lots Nos. 2 and 3 as shown on the Plat entitled "Minor Subdivision, Property of Terry E. Crouse & Brian L. Younce-6115 Northlakes Drive, Hickory, NC, 4038 Baird Drive. -2.069 Ac." Recorded in Plat Book 22, Page 132 Caldwell County Registry, reference to which plat is made as if fully set out herein.

BEING the same property conveyed by Terry E. Crouse and wife, Sherry B. Crouse and Brian L. Younce and wife, Kristie W. Younce to Brian L. Younce and wife, Kristie W. Younce by deed dated March 17, 2006 and recorded in Deed Book 1589, at page 967, Caldwell County Registry.

BEING Tract III in the deed to Grantor recorded in Book 1695 at page 413 in the Caldwell County Registry.

The drafter of this document has not searched the title to subject property and makes no certification as to title.

Said property having been previously conveyed to Grantor by instrument(s) recorded in Book 1695, Page 413, and being reflected on plat(s) recorded in Map/Plat Book _____, page/slide _____.

All or a portion of the property herein conveyed _____ includes or X does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD unto Grantee, together with all privileges and appurtenances thereunto belonging, in fee simple, subject to the Exceptions and Reservations hereinafter and hereinabove provided, if any.

And Grantor hereby warrants that Grantor is seized of the premises in fee and has the right to convey same in fee simple, that title is marketable and is free and clear of encumbrances other than as set forth herein, and that Grantor will forever warrant and defend the title against the lawful claims of all persons or entities whomsoever.

This conveyance is made subject to the following Exceptions and Reservations:

All references to Grantor and Grantee as used herein shall include the parties as well as their heirs, successors and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

BEN GRIFFIN REALTY & AUCTION, INC.

By:

Benjamin D. Griffin, Sr.
Benjamin D. Griffin, Sr., President



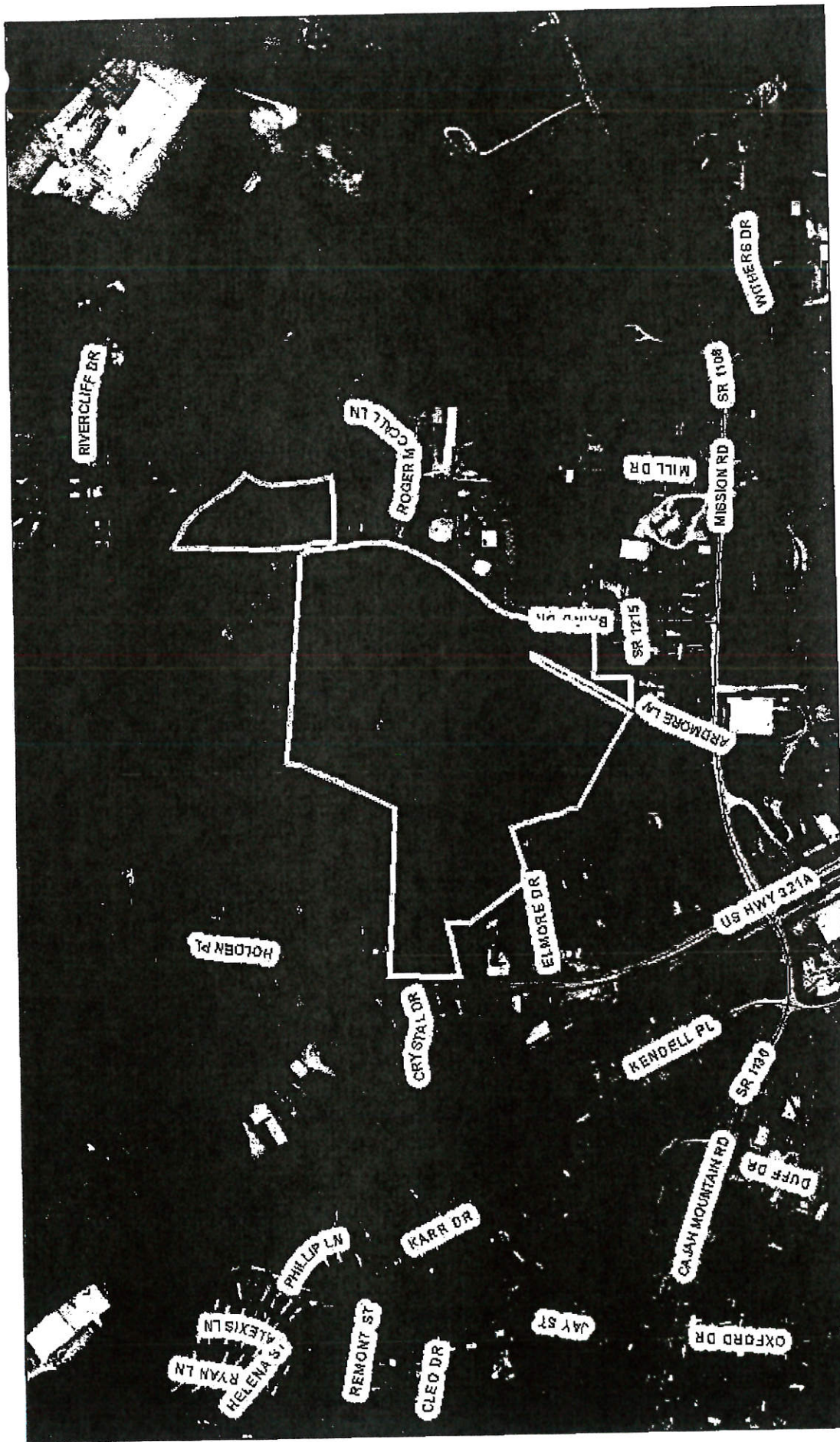
STATE OF NORTH CAROLINA, COUNTY OF CALDWELL

I, the undersigned, a Notary Public of the County and State aforesaid, certify that BENJAMIN D. GRIFFIN, SR. personally appeared before me this day and acknowledged that he is the President of BEN GRIFFIN REALTY & AUCTION, INC., North Carolina corporation, and that by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by him as the President and sealed with its corporation seal. Witness my hand and official stamp or seal, this 24th day of July, 2015.

Barbara S. Lukins
NOTARY PUBLIC SIGNATURE

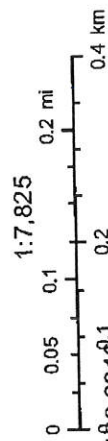
Barbara S. Lukins
NOTARY PUBLIC PRINTED NAME

My Commission Expires: May 23, 2017



This map is NOT of land survey quality and is NOT suitable for such use.

Caldwell County



March 22, 2021

Owner	WILCOX DALLAS R SR	Deferred Val	\$131,400
	2591 TIMBERWOOD DR	Assessed Val	\$17,600
	LENOIR, NC 28645	Calc Acreage	27.44386726
		Land Units	47.26 (AC)
Acct Number	22857	Legal Desc	BK 1771 PG 475 YR 11 ST 515.00 1900/11/22 2016 ¹
Parcel ID	03 41 4 17	Plat Ref	/
NCPIN	2766679139	Property Addr	4077 BAIRD DR

EXHIBIT A – LEGAL DESCRIPTION

(See Deed attached hereto)

Buyer Initials JG Seller Initials _____

AGENDA ITEM 10A

MEMO

DATE:

April 20, 2021

SUBJECT:

Financial Matters:
Property Contract
Approval

Discussion:

Town Council advised staff to move ahead with the purchase of acreage at 4077 Baird Drive, Hudson, North Carolina, for the amount of six hundred twenty-five thousand dollars (\$625,000.00). The attached contract has been reviewed by and signed by the seller.

Recommendation:

Staff recommends Council approve the property contract for the purchase of acreage at 4077 Baird Drive, Hudson, North Carolina, in the amount of six hundred twenty-five thousand dollars (\$625,000.00).

TOWN OF SAWMILLS
BUDGET ORDINANCE AMENDMENT

Be it Ordained by the Town Council of the Town of Sawmills, Caldwell County, North Carolina, the following Amendment to the Budget Ordinance for Fiscal Year 2020-2021.

Now, Therefore, Be It Resolved the following Amendment is hereby Adopted:

Description

Special Revenue Fund
Cares/Covid 19

Fund 3

Revenue

\$70,285.20

Expenditures

General Government
Expenditures

Fund 3

\$70,285.20

Explanation: By establishing a special revenue fund, all transactions in regards to revenue and expenditures will be accounted for and reportable to all agencies involved for Covid 19 related expenses during Fiscal Year 2020 - 2021

This Amendment now Adopted this the 20th day of April 2020.

Approved:

By: _____
Mayor, Town of Sawmills

By: _____
Finance Officer, Town of Sawmills

ATTEST:

Clerk

Terry Taylor
Town Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

AGENDA ITEM 13A

MEMO

DATE:

April 20, 2021

SUBJECT:

Updates:
Code Enforcement
Monthly Report

Discussion:

The attached report shows the progress that Planner Dustin Millsaps continues to make throughout the town.

Recommendation:

No Council action required.

Code Enforcement Report

Property Address	Property Owner	Issue	Notes
4486 SAWMILLS SCHOOL RD	TERESA ANNAS COMPTON	Abandoned Mobile Home/Garbage and Rubbish	Complaint Received 1/13/20. Letter was sent on 1/16. Deadline of 1/28. Trailer is not finished and located on the same property of the Compton house that was abated in 2018. Staff will investigate and work with attorney for possible courses of abatement. One of the sons of Ms. Compton is scheduled to meet with staff in February to work towards getting the property in his name and get the property cleaned up. Staff has yet to speak with any representative of this property. Dustin-9/10 Went by the house, still in same condition with extremely tall grass. Abatement is still recommended. 11/30/20 Have been in contact with Terry Taylor to get all evidence for this property done with the previous planner. 2/19/21 Have started the title search process with Terry Taylor. 3/11/2021 From the title search we were able to find the location on the three heirs.
4095 GATEWOOD DR	DENISE DOTSON/WILLIAM S ANNAS II	Abandoned Mobile Home/Minimum Housing	Complaint Received 3/5. A regular letter and a certified letter was sent on 3/5. Deadline of 3/23/2020. Trailer has been spray painted and has an apparent tenant. However, Water meter was pulled from property. Property was cleaned up. However, Mr. Anna's informed me that a new tenant has moved into the mobile home. Second letter was sent 5/15/2020 for additional garbage on property. Deadline is 6/15/2020. Staff will investigate and work with attorney for possible courses of abatement. Dustin-9/10 All garbage is picked up, however the house has multiple windows smashed out. This is a minimum housing issue. 11/5/20 Have spoken with property owner, he plans on removing the trailer. 11/19/20-Tried getting in contact with owner 4 times before he answered again, told him he would have to pursue moving the trailer or fines will occur for him. 12/8/20 Property owner has been in contact with lawyers about getting the trailer removed from the property. 1/7/2021 Property owner still has not worked with property owner because the lawyer has been quarantined multiple times. 2/7/2021 Talked to the property owner again and he said that he is in talks with his lawyer still about getting this issue handled. 4/13/2021 Talked to Steve again, currently in the process of evicting current tenant so that he can tear it down.
	Open Violation		
	Open Violation (Older Than 60 Day)		
	Open Violation (in Limbo)		
	Successfully Closed Violation		