

**YANCEYVILLE TOWN COUNCIL
MEETING MINUTES
Tuesday, January 10th, 2023
6:00pm**

The meeting of the Town Council was held in the Yanceyville Town Council Chambers at the Yanceyville Municipal Services Building located at 158 East Church Street, Yanceyville, NC and streamed through the WebEx platform on Tuesday, January 10th, 2023, at 6:00pm.

Council Members present: Mayor- Alvin Foster, Mayor Pro Tem- Odessa Gwynn, Keith Tatum, and Brian Massey

Staff present in person: Kamara Barnett-Town Manager/Clerk, Georgetta Swann- Deputy Clerk, and Lee Farmer- Town Attorney

Item 1: Call to Order

Mayor Alvin Foster called the Town Council Meeting to order at 6:03 pm. The meeting opened with a prayer. He asked all to stand for the pledge of allegiance. Mayor Foster also stated that the Yanceyville Town Council rules and procedures reflect the revisions of the North Carolina open meeting law of the North Carolina General Statutes, a copy of the Yanceyville Town Council rules and procedures are available upon request. Yanceyville Town Council also has rules and procedures for electronic meetings that reflect the revisions of the North Carolina open meeting law of the North Carolina General Statutes, a copy of the Yanceyville Town Council rules and procedures are available upon request.

Item 2: Review and Adoption of Agenda – Mayor & Council

Mayor Foster asked Town Council for a motion. After a brief review, Mayor Pro Tem Gwynn made a motion to adopt the agenda as presented. The motion was seconded by Councilman Massey and passed with a unanimous vote

Item 3: Consent Agenda

- a.) Minutes from December 6th, 2022, Town Council Meeting

Mayor Foster asked Town Council to review the Consent Agenda. After a short review, Mayor Pro Tem Gwynn made a motion to adopt the Consent Agenda as presented. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Item 4: Public Comment

Mrs. Vicky Hastings, 336 West Main Street Yanceyville, NC 27379. Mrs. Hastings indicated that she had a few questions regarding the detail process of selling real estate and process of the revenue bonds.

Mayor Foster noted that during public comment Town Council simply listens to comments. He explained that Town Council doesn't take action during this time; however, all comments are noted for the record to be addressed in future. Mrs. Hastings noted that she had concerns regarding both the selling real estate and the revenue bonds as they are items listed on the Agenda for Town Council to act on tonight. Mayor Foster indicated both items are agenda items and will be addressed later during the meeting. Mrs. Hasting indicated that she would like to ask questions before Town Council acts.

Town Attorney Farmer indicated that the sale of the property is pursuant to the Economic Development Statue, which Town Council considered last fall. He noted that the questions addressed by Mrs. Hastings is connected to the Developer's Agreement regarding the Dillard School Apartments which Town Council will consider tonight.

Mr. Matthew Fair, 53 West Main Street asked what process was used to communicate the boil water advisory that was issued on December 24th, 2022? Mr. Fair noted that he found it extremely hard to find information regarding the Boil Notice Advisory and mentioned using other methods along with social media platforms. He suggested placing signage around the Town's square to assist with disseminating information to Town residents/citizens.

Item 5: Water and Wastewater Treatment Facilities Update: Gary Stainback, Inframark Representative

Mayor Foster introduced Gary Stainback, Inframark. Mr. Stainback updated and presented Town Council the monthly update as follows:

Yanceyville Water Treatment Plant
Collected Disinfection by Product (DBP) distribution water samples in November for fourth quarter compliance. Following increased hydrant flushing, the Total Trihalomethane (DBP/THM) concentrations were significantly lower. The results were 0.032 mg/l and 0.029 mg/l at County Home Road and Walter Mill Road sites, respectively. The THM limit is 0.080 mg/l. These individual samples are included in a running average for each site. This last round of samples brought the County Home Road back into compliance. However, the Walter Mill Road is still over the 0.080 mg/l limit with a running average of 0.089 mg/l. State issued a Notice of Violation for the above fourth quarter running average exceedance at the Walter Mill Road site on December 22, 2022. Public Notice is required with the approved DBP Plan currently in place. The next compliance samples will be collected in February. Project to upgrade the water plant carbon feed system is nearing completion. The addition of carbon is part of the DBP reduction plan for the system. Water quality complaints were received from areas in the distribution system. Water treatment plant staff confirmed compliant water quality leaving the water treatment plant and communicated closely with the town. Also, staff is routinely collecting water quality distribution samples. Hydrant flushing has been increased to pull water through the areas with elevated DBP results and water quality complaints. Water system experienced issues with the elevated water storage tank levels and water supply in the distribution system on December 24, 2022. Extremely cold conditions adversely effected operations and exacerbated problems with mechanical equipment. An electrical power supply issue and a malfunctioning valve on the treated water line as well as the loss of the elevated

storage tank level signal contributed to the low water supply levels. The water plant has been able to recover to improved operating conditions by operating the plant on standby generator power while Duke Energy addressing the power supply issue. In addition, the valve failure has been addressed to allow proper interim operations while a repair/replacement for the valve is prepared.

During this period, operating strategies were adjusted to expand coverage of the facility, schedule routine fueling of the generator, manual tank level inspections and remote monitoring and operation of the on-site water storage to maintain increased water levels in the elevated storage tank.

Yanceyville Wastewater Treatment Plant

The wastewater treatment plant experienced excessive waste solids concentrations in the treatment units due to the malfunction of the sludge waste/decant valve and line to the sludge storage tank. This issue was caused by the extreme low temperatures during the period. Additional staff resources were provided to resolve the imbalance of solids in the treatment system.

Facility composite wastewater samplers froze up during this period requiring some sample schedules to be adjusted.

Mayor Foster thanked Mr. Stainback for presenting a detailed report.

Mayor Pro Tem Gwynn shared concerns about discolored water and what she has dealt with in the last two years. She expressed that her water has been resembling milk since the System Pressure Advisory was issued and was told that it was air in her line. Mr. Stainback asked if Inframark could come out to take water samples at the residence.

Town Manager Barnett indicated that due to low pressure and outages several times in the system it caused many issues throughout town. She noted that efforts have been created to communicate with the public in time of crisis. Town Manager Barnett explained that we all consumer information differently so there is a strong need to address as many sources as possible to make sure residents are receiving notices in a timely manner. She noted that it was placed on the Town’s Website, social media, placed on the door of Town Hall, and Caswell County Emergency Services did a red code alert for all areas affected.

Item 6: Town Manager Report- Kamara Barnett

Town Manager Barnett indicated that the Pre-Construction conference for the 9-11 Memorial Project was held here at Town Hall earlier today. She indicated that bids will be emailed to Troy King, Project Engineer- Alley Williams Carmen King on January 31, 2023, by 2 pm, so we are not doing formal bid opening.

Town Manager Barnett explained that North Carolina Department of Transportation completed a traffic study regarding uniform speed limits in the downtown area. NCDOT proposed changing speed limits starting at Cooper Rogers Road to the Square to 25mph, Hooper Avenue to 25mph, Main Street beginning at Hooper Avenue to the Square 25 mph, North Avenue 25mph, From the Square to the stoplight on Main Street East 25 mph.

The public asked if traffic calming devices such as rumble strips, flashing lights, or speed bumps could be added on West Main Street. Town Manager Barnett incited that she would contact Mr. Vance Barham, Traffic Engineer, NCDOT Division 7 to address the question.

Town Manager Barnett asked Town Council to authorize her to seek another vendor on pursuing the Free Public Wi-Fi project for phase two. She noted that the current vendor has not responded to any correspondents in nine months. Town Council agreed.

Town Manager Barnett indicated that in the agenda packet was information regarding the Blackwell Property located 1818 North Carolina Hwy 62 regarding the sale and disposition of Property. Town Manager Barnett that before the Town can sell or dispose the property it would need to declared surplus.

After a short review Mayor Foster asked Town Council for a motion. Councilman Tatum made a motion to declare 1818 North Carolina Hwy 62, Map & Parcel 0097 016 as surplus. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Item 7: Town Attorney Report- Lee Farmer

None

Item 8: Closed Session- G.S. 143-318.11- Contractual and Real Estate

Mayor Foster asked Town Council for a motion. Mayor Pro Tem Gwynn made a motion to go into Closed Session NC General Statues 143-318.11 Contractual, Real Estate, and Personnel. The motion was seconded by Councilman Massey and passed with a unanimous vote.

After Town Council returned from Closed Session, Mayor Foster asked for a motion to come out of Closed Session. Mayor Pro Tem Gwynn made a motion to come out of Closed Session. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Mayor Foster asked Town Council for a motion to go back into Regular Session. Mayor Pro Tem Gwynn motion to go back to into Regular Session. The motion was seconded by Councilman Tatum and passed with a unanimous vote.

Mayor Foster noted that while in Closed Session Town Council needs to approve the Amended and Restated Water and Wastewater System Operation and Maintenance Agreement with Inframark LLC.

Mayor Foster asked Town Council for a motion. Councilman Tatum made a motion to approve the Amended and Restated Water and Wastewater System Operation and Maintenance Agreement with Inframark LLC. The motion was seconded by Councilman Massey and passed with a unanimous vote.

Item 9: Review, Consideration & Approval of Public Waterline Improvement Project Agreement Dated December 6, 2022, by and between Dillard School Apartments, LLC Etals, and the Town of Yanceyville

Mayor Foster asked Town Council for a motion. Mayor Pro Tem Gwynn made a motion to approve the Public Waterline Improvement Project Agreement Dated December 6, 2022, by and between Dillard School Apartments, LLC Etals, and the Town of Yanceyville . The motion was seconded by Councilman Massey and passed with a unanimous vote

*Attached

Item 10: Motion to Reconsider November 1, 2022, Resolution to Table Multifamily Housing Revenue Bonds Issuance and Sale

Mayor Foster asked Town Council for a motion. Councilman Massey made a motion to untable November 1, 2022, Resolution on Multifamily Housing Revenue Bonds Issuance and Sale. The motion was seconded by Mayor Pro Tem Gwynn and passed with a unanimous vote.

Item 11: Consideration and Adoption of Resolution Authorizing Issuance and Sale of Multifamily Housing Revenue Bonds to Finance the Acquisition, Construction, Rehabilitation and Equipping of Dillard School Apartments

Mayor Foster asked Town Council for a motion. Mayor Pro Tem Gwynn made a motion to approve the Resolution Authorizing Issuance and Sale of Multifamily Housing Revenue Bonds to Finance the Acquisition, Construction, Rehabilitation and Equipping of Dillard School Apartments. The motion was seconded by Councilman Massey and passed with a unanimous vote.

*Attached

Item 12: Approval and Conveyance of Surplus Real Property to CC Training, LLC pursuant to G.S. 158-7.1(d)

Mayor Foster asked Town Council for a motion. Councilman Tatum made a motion to approve Conveyance of Surplus Real Property to CC Training, LLC pursuant to G.S. 158-7.1(d). The motion was seconded by Councilman Massey and passed with a unanimous vote.

*Attached

Item 13: Informal Discussion/Public Comment- Discussion & Comments must directly relate to agenda items

None

Item 14: Recess

Mayor Foster asked Town Council for a motion to recess the January 10th, 2023, Town Council Meeting. After no further discussion, Councilman Massey made a motion to recess the meeting until Thursday January 19th, 2023, at 10:00am. Councilman Tatum seconded the motion that passed with a unanimous vote. Meeting ended at 8:37pm.

Kamara Barnett, Town Clerk and Georgetta Swann, Deputy Clerk prepared the above minutes. They represent a brief description of those matters that were addressed at this meeting.

Respectively Submitted:

Alvin Foster, Mayor

Kamara Barnett, Town Clerk

Georgetta Swann, Deputy Clerk



PUBLIC WATERLINE IMPROVEMENT PROJECT AGREEMENT

Sam Walker

This PUBLIC WATERLINE IMPROVEMENT PROJECT AGREEMENT (“Agreement”) made this the 6th day of December, 2022, by and between DILLARD SCHOOL APARTMENTS, LLC, a North Carolina Limited Liability Company (“Developer”), by and through DILLARD MANAGER, INC., a North Carolina Corporation (“Manager for the Aforementioned Developer”), and the TOWN OF YANCEYVILLE, a North Carolina Municipal Corporation (the “Town”), for the design and installation of a public water line in Yanceyville, North Carolina (the “Project”), as more specifically depicted and described on Exhibit A which is attached hereto and incorporated herein by reference (the “Project Drawing”).

Developer agrees as follows:

1. Developer shall design, construct and install an eight (8) inch water line within the right of ways as depicted and described on Exhibit A.
2. Developer shall be required to expend a sum equal to the accepted and approved bid amount for the cost of the Project.
3. The Developer’s scope of the Project shall include all installation, construction, design, survey and civil engineering required in regard to the Project. All improvements shall be in accordance with the standards and requirements of the Town.
4. Developer shall submit the Project construction drawings and related permitting documentation to the Town for review to verify compliance with Town standards.
5. Developer’s general contractor shall coordinate and hire all required subcontractors utilized for the Project.
6. Developer shall obtain all necessary lien waivers, encroachment agreements, bonds, permits and rights of way for the completion of the Project. Upon completion of construction, Developer shall execute all necessary certifications with applicable permitting agencies.
7. The Developer shall provide the Town with copies of all permits or other approvals required for the Project.
8. a. The Developer shall disburse the sum of \$85,810.25 upon execution of this agreement as reimbursement for accrued to date expenses and costs (Hazen and Sawyer, Alley, Williams, Carmen and King, Inc., and the Town of Yanceyville Legal and Administrative Costs).
- b. The Developer shall disburse a final payment for any of the remaining aforementioned unreimbursed costs due the Town prior to the final issuance of a certificate of occupancy for the Project.

The Town agrees as follows:

1. Upon approval of the Project construction drawings, the Town shall sign necessary permitting documentation for Public Water Supply (as applicant) and the North Carolina Department of Transportation (as third party) accepting ownership and maintenance responsibilities of the water line.

2. The Town, by and through its designated Town Engineers, shall monitor construction activities for compliance with all Town standards and specifications during the Project installation and construction.
3. Upon completion and final inspection of the Project, the Town shall accept and thereafter maintain the waterline and other facilities from the Project.

Based on the obligations above, the Town and any agencies thereof agree to fully approve, after final inspection and issuance of all required permits, Developer's Dillard School project in all respects, and approval of the Project shall not hinder the permitting approval of the Dillard School project; provided, however, that the Project must be completed prior to the issuance of the final certificate of occupancy for the Dillard School project.

This Agreement constitutes the entire undertaking between the parties hereto and supersedes any and all prior agreements, arrangements, and understanding between the parties. This Agreement may be amended only by a written agreement executed by all parties hereto.

IN WITNESS WHEREOF, Developer has executed this Agreement as of the day and year first above written.

DILLARD SCHOOL APARTMENTS, LLC,
A North Carolina Limited Liability Company

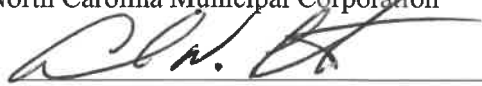
By Its Manager:

DILLARD MANAGER, INC.,
A North Carolina Corporation

By: 
Julie A. Porter, President

IN WITNESS WHEREOF, the Town has executed this Agreement as of the day and year first above written.

THE TOWN OF YANCEYVILLE,
A North Carolina Municipal Corporation

By: 
Alvin W. Foster, Mayor

Attest:


Kamara G. Barnett, Town Clerk

(TOWN SEAL)



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Patricia LaRosa, a Notary Public of said County and State, do hereby certify that JULIE A. PORTER, personally came before me this day and acknowledged that she is PRESIDENT of DILLARD MANAGER, INC., a North Carolina Corporation, and that by authority duly given and as the act of each entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this the 13th day of December, 2022.

My Commission Expires: August 08, 2026

Patricia La Rosa

Notary Public

(NOTARY SEAL)



STATE OF NORTH CAROLINA

COUNTY OF CASWELL

I, Anita B. Smith, a Notary Public of said County and State, do hereby certify that KAMARA G. BARNETT, personally came before me this day and acknowledged that she is Town Clerk of the Town of Yanceyville, and that by authority duly given and as the act of the Town, the foregoing Agreement was signed in its name by ALVIN W. FOSTER, Mayor, sealed with its Town Seal and attested by herself as Town Clerk.

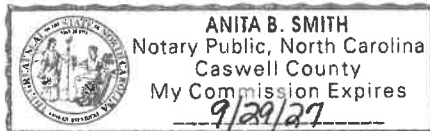
Witness my hand and notarial stamp or seal, this the 10th day of January, 2023.

Anita B. Smith

Notary Public

My Commission Expires: 9/29/27

(NOTARY SEAL)



**RESOLUTION AUTHORIZING ISSUANCE AND SALE OF
MULTIFAMILY HOUSING REVENUE BONDS TO FINANCE
THE ACQUISITION, CONSTRUCTION, REHABILITATION
AND EQUIPPING OF DILLARD SCHOOL APARTMENTS**

WHEREAS, the Town Council (the “Town Council”) of the Town of Yanceyville, North Carolina (the “Town”) met in Yanceyville, North Carolina at 6:00pm on the 10th day of January, 2023; and

WHEREAS, pursuant to Section 160D-1311(b) of the General Statutes of North Carolina, the Town is granted the power to exercise directly the powers of a housing authority organized pursuant to the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended (the “Act”); and

WHEREAS, the Act in N.C.G.S. § 157-9 gives the Town acting as a housing authority the power “to provide for the construction, reconstruction, improvement, alteration or repair of any housing project” and “to borrow money upon its bonds, notes, debentures or other evidences of indebtedness and to secure the same by pledges of its revenues”; and

WHEREAS, Dillard School Apartments, LLC, a North Carolina limited liability company, or an affiliated or related entity (the “Borrower”), has requested that the Town assist it in financing the acquisition of the historic Dillard School buildings and the constructing, renovating and equipping therein of a 53-unit multifamily residential rental development for seniors to be known as Dillard School Apartments and located at 403 Dillard School Drive in the Town (the “Development”), and the Town has agreed to do so; and

WHEREAS, the Town proposes to provide the financing for the Development by the issuance of its multifamily housing revenue bonds, in one or more series, in the aggregate principal amount not to exceed \$9,926,000 (the “Bonds”); and

WHEREAS, the Bonds will be issued pursuant to a Bond Financing Agreement (the “Bond Financing Agreement”), among the Authority, the Borrower and Sterling Bank, as the bond purchaser (the “Bond Purchaser”); and

WHEREAS, the proceeds of the Bonds will be loaned to the Borrower pursuant to the Bond Financing Agreement for the purpose of (i) paying a portion of the costs of the acquisition, construction, rehabilitation and equipping of the Development and (ii) paying certain expenses in connection with the issuance of the Bonds; and

WHEREAS, a portion of the cost of the Development will be financed with funds provided by a tax credit investor as a result of the purchase of 4% low income housing tax credits available under Section 42 of the Code; and

WHEREAS, the Borrower has received an allocation of volume cap for the Bonds and the Development from the North Carolina Housing Finance Agency and the North Carolina Federal Tax Reform Allocation Committee as required by Section 146 of the Code; and

WHEREAS, the Town proposes to authorize and, where applicable, execute the following instruments to carry out the transactions described above (the “Documents”):

- (a) the Bond Financing Agreement, together with the form of the Bonds attached thereto;

(b) the Promissory Note of the Borrower in favor of the Town, which will be assigned by the Town to the Bond purchaser;

(c) Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement"), by the Borrower for the benefit of the Town, pursuant to which the Borrower agrees to comply with the requirements of the Code relating to low and moderate income housing;

(c) Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing from the Borrower to a deed of trust trustee for the benefit of the Town; and

(d) Assignment of Deed of Trust from the Town to the Bond Purchaser;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YANCEYVILLE, NORTH CAROLINA DOES HEREBY RESOLVE, AS FOLLOWS:

1. The Town hereby determines to provide financing to the Borrower for the acquisition, construction, rehabilitation and equipping of the Development through the issuance of the Bonds pursuant to the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended, and Section 160D-1311(b) of the General Statutes of North Carolina, as amended, the loan of the proceeds thereof and the deposit of such proceeds in accordance with the Bond Financing Agreement.

2. The Town hereby authorizes the issuance and sale of the Bonds pursuant to and in accordance with the terms set forth in the Bond Financing Agreement. The Bonds will bear interest at the rates and will mature and be redeemed in the years and amounts all as set forth in the Bond Financing Agreement; provided, however, that the aggregate principal amount of the Bonds shall not exceed \$9,926,000.

3. Each of the Mayor and the Town Manager or his or her respective designee is hereby authorized and directed to execute and deliver the Documents to the other parties thereto. Each of the Mayor and the Town Manager or his or her respective designee, is authorized and directed to execute and deliver such endorsements, assignments and other instruments as may be necessary to assign the Borrower Note and other security documents to the Bond Purchaser.

4. Each of the Mayor and the Town Manager is hereby authorized and directed to execute and deliver the Bonds in the manner and subject to the conditions provided in the Financing Agreement, the Town Manager or her designee is hereby authorized and directed to authenticate the Bonds, and to cause the Bonds so executed and authenticated to be delivered to or for the account of the Bond Purchaser, or any affiliate thereof, upon payment of the purchase price therefor.

5. The Documents shall be in substantially the forms previously reviewed by staff and described herein, which are hereby approved, with such completions, omissions, insertions and changes as may be necessary to reflect the final terms of the Bonds, including any changes in dates as may be required to reflect the date of the actual closing, and as otherwise approved by the officers of the Town executing them after consultation with bond counsel and counsel to the Town, their execution to constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes.

6. Any authorization made hereby to the officers of the Town to execute a document shall include authorization to each of the Mayor and the Town Manager, or their respective designees, to execute the document, authorization to the Town Clerk or any Assistant Town Clerk to affix the seal of the Town to

such document and attest such seal and where appropriate, to deliver it to the other parties thereto, all in the manner provided in the Documents.

7. Such officers are hereby authorized and directed to execute and deliver any and all other documents, agreements, instruments, and certificates in the name and on behalf of the Town as may be necessary or desirable to the issuance of the Bonds. All other acts of the officers of the Town that are in conformity with the purposes and intent of this resolution and in furtherance of the undertaking of the Development and the issuance and sale of the Bonds are hereby ratified, confirmed and approved.

8. This resolution shall take effect immediately.

* * * * *

I, Kamara Barnett, Town Clerk of the Town of Yanceyville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Town Council for the Town of Yanceyville, North Carolina, at a regular meeting duly called and held on January 10, 2023, as it relates in any way to the resolution hereinabove set forth, and that such proceedings are recorded in the minutes of the Town Council.

WITNESS my hand and the seal of the Town Council of the Town of Yanceyville, North Carolina, this 10th day of January, 2023.

(SEAL)



Kamara Barnett
Kamara Barnett, Town Clerk
Town of Yanceyville, North Carolina



REAL ESTATE EXCISE TAX: \$0.00

Sam Watt

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: Exempt

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

Mail/Box to: Brockmann Law, 17250 Lancaster Highway, Suite 608, Charlotte, North Carolina 28277

This instrument was prepared by: Todd C. Brockmann, Esq.

Brief description for the Index: Tax Map and PIDs 00Y8B002 and 00Y8B003, Dillard School Drive, Yanceyville, NC

THIS DEED made this 10th day of January, 2023, by and between

GRANTOR

GRANTEE

TOWN OF YANCEYVILLE
(A North Carolina Municipal Corporation and Political
Subdivision of the State of North Carolina)

P O Box 727
Yanceyville, NC 27379

CC TRAINING, LLC
(A North Carolina Limited Liability Company)

4601 Charlotte Park Drive, Suite 350
Charlotte, NC 28217

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

See Exhibits A and B attached hereto

The property hereinabove described was acquired by Grantor by instrument recorded in Book 643, Page 1548, Caswell County, N. C. Registry.

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

Note: This is intended to be a conveyance to the Grantee of a portion of the only remaining real property of the Grantor that once constituted the campus or grounds of the old Dillard School (formerly known as the Caswell County Training School), and such real property is identified as Tax Map and Parcel Nos.: 00Y8B002 and 00Y8B003 by the Office of the Caswell County Tax Collector.

This conveyance by the Grantor is made pursuant to the authority of General Statute 158-7.1. The Grantor has determined that infrastructure expenditures pledged by an affiliate of the Grantee as set forth in a public waterline improvement project agreement duly recorded in the Caswell County, N. C. Registry in Book 647, page 44, substantially exceeds the fair market value of the lands herein conveyed to the Grantee.

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

And Grantor covenants with 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, other than the following exceptions:

See Exhibit C attached hereto

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

SELLER:

TOWN OF YANCEYVILLE
(A North Carolina Municipal Corporation and Political Subdivision of the State of North Carolina)

By: *Alvin W. Foster*
Alvin W. Foster, Mayor

Attested by:

Kamara G. Barnett
Kamara G. Barnett, Town Clerk

(TOWN SEAL)

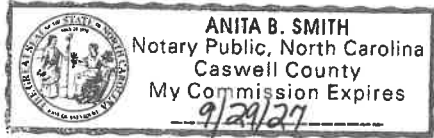


State of NORTH CAROLINA, County of CASWELL

I, the undersigned Notary Public of the County and State aforesaid, certify that KAMARA G. BARNETT, TOWN CLERK, personally came before me this day and acknowledged that she is the Town Clerk of the Town of Yanceyville, and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name and on its behalf as its act and deed by its Town Clerk and sealed with its seal and that she attested to the signature of Alvin W. Foster, Mayor of the Town of Yanceyville. Witness my hand and Notarial stamp or seal, this 10th day of January, 2023.

My Commission Expires: 9/29/27
(Affix Seal)

Anita B. Smith
Anita B. Smith, Notary Public
Notary's Printed or Typed Name



NORTH CAROLINA, CASWELL COUNTY

Persuant to Chapter 391 of the 1977 Session Laws of the State of North Carolina, that the foregoing described realty is not subject to and that all delinquent taxes upon said realty have been paid this the 11 day of Jan 2023

By: *Jay Selms*
Caswell County Tax Department

Exhibit A
Legal Description

Tract Number 1:

Being all of Caswell County Tax ID # 1008.00.02.0000 as described in Deed Book (D.B.) 240 Page (Pg.) 132 recorded in the Caswell County Register of Deeds, and being more particularly bounded and described as follows:

Beginning at a MAG nail in the pavement of a private drive at the Northwest corner of Dillard Educational & Economic Development as described in D.B. 436 Pg. 424 and on the Western line of Caswell Board of Education as described in D.B. 111 Pg. 84; thence following the lines of said Caswell Board of Education for the following courses and distances S 34°06'08" E a distance of 8.31' to the TRUE POINT OF BEGINNING, said point being a MAG nail in the pavement of said private drive; thence S 86°38'33" E a distance of 191.11' to a 5/8" rebar; thence S 03°21'27" W a distance of 200.00' to a 1/2" solid iron; thence N 86°38'33" W a distance of 37.59' to a MAG nail in the pavement of said private drive on the Northern line of said Dillard Educational & Economic Development; thence N 34°09'09" W a distance of 252.13' to the point of beginning, having an area of 0.53 acres, more or less.

Tax Map and Parcel ID: 00Y8B002
Tax Number: 1008.00.02.0002.0000

Tract Number 2:

Being all of Caswell County Tax # 1008.00.02.0003.0000 as described in Deed Book (D.B.) 111 Page (Pg.) 84 recorded in the Caswell County Register of Deeds and being more particularly bounded and described as follows:

Beginning at a 1/2" iron pipe on the Eastern line of Dillard Educational & Economic Development as described in D.B. 436 Pg. 424 and on the Western line of Cornelia G Moorefield Trustee Cornelia G Moorefield Rev as described in D.B. 631 Pg. 419; thence following the lines of said Dillard Educational & Economic Development for the following courses and distances N 14°05'58" W a distance of 162.50' to THE TRUE POINT OF BEGINNING, said point being; thence N 47°58'47" W a distance of 252.47' to a rail road spike in the pavement of a private drive; thence N 34°09'09" W a distance of 120.48' to a MAG nail in said private drive on the Southern line of Caswell Board of Education as described in D.B. 240 Pg. 132; thence with the lines of said Caswell Board of Education for the following courses and distances S 86°38'33" E a distance of 37.59' to a 1/2" solid iron; thence N 03°21'27" E a distance of 200.00' to a 5/8" rebar; thence N 86°38'33" W a distance of 191.11' to a MAG nail in said private drive and on the Northern line of said Dillard Educational & Economic Development; thence N 34°06'08" W a distance of 8.31' to a MAG nail in said private drive, at the Northwest corner of said Dillard Educational & Economic Development and on the Eastern Right of Way (R/W) of Dillard School Road; thence along the R/W of Dillard School Road for the following courses and distances N 01°31'56" E a distance of 64.60' to a 5/8" rebar; thence S 88°47'23" E a distance of 5.48' to a 5/8" rebar; thence N 01°46'28" E a distance of 149.90' to a 5/8" rebar; thence leaving the R/w of Dillard School Rd and then along the R//W of School Drive for the following courses and distances S 89°13'27" E a distance of 453.31' to a 5/8" rebar; thence S 85°51'20" E a distance of 60.76' to a 5/8" rebar at the Northwest corner of James & Nellie Williamson as described in D.B. 169 Pg. 575; thence along the lines of said Williamson for the following courses and distances S 19°19'37" E a distance of 71.22' to a 5/8" rebar; thence S 54°27'08" E a distance of 184.14' to an angle iron on the West bank of a creek on the western line of said Moorefield; thence along the lines of said Moorefield for the following courses and distances S 13°08'30" W a distance of 100.41' to a 5/8" rebar in said creek; thence S 35°37'30" W a distance of 307.23' to a point in said creek, passing a 5/8" rebar witness at a distance of 248.73'; thence S 29°59'30" W a distance of 191.90' to the point of beginning, having an area of 6.54 acres, more or less.

Tax Map and Parcel ID: 00Y8B003
Tax Number: 1008.00.02.0003.0000

Exhibit C
Exceptions

- a) Any and all rights of way or easements which might extend across said lands.
- b) Compliance with any local, municipal, county, state or federal government law, regulation, or rule relative to environment, zoning, subdivision, occupancy, use, construction or development of the subject property.
- c) Environmental defects (including the presence of contaminates or pollutants) that might be revealed by on-site testing or inspection.
- d) Any and all inaccuracies and discrepancies in boundaries or acreage which an accurate survey of the property may disclose.
- e) The aforementioned lands, and any and all structures or improvements thereon, are conveyed in an "AS IS" condition to the Grantee with no warranty as to condition, suitability or merchantability.
- f) Grantor reserves the right and privilege to remove and relocate a certain "wooden shed" located on the aforesaid premises (Tract Number 2) within ninety (90) days after the recordation of this instrument.

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