CITY OF THOMASVILLE COUNCIL BRIEFING AGENDA
Monday, March 14, 2022 – 6:00 P.M.

7003 Ball Park Road, Thomasville, NC 27360
Mayor Raleigh York, Jr. ~ Mayor *Pro Tempore* Doug Hunt

1. Call to Order
2. Additions and Deletions to the Agenda
3. Proclamations and Recognitions – Women's History Month (March)
4. Public Forum *on March 21, 2022* – Please sign up in person to speak for two minutes on any topic. Provide your contact information, if you want staff to contact you. *The two-minute time limit will be enforced.*
5. Consent Agenda *for action on March 21, 2022*
   A. Approval of Minutes of the Briefing Meeting on 02/14/22
   B. Approval of Minutes of the Council Meeting on 02/21/22
6. Regular Agenda *for action on March 21, 2022*
   A. Consideration of a Resolution to Conduct a Public Hearing to Consider a Petition for the Closure of a Portion of Cable Street
   B. Consideration of Capital Project Ordinance – North Hamby Creek Outfall Phase III
   C. Consideration of Budget Amendment – Insurance Proceeds: Police Vehicle Collision and Replacement of Beautification's Christmas Tree due to Wind Damage
   D. Consideration of First Amendment to Option and Land Lease Agreement with American Towers LLC to Extend Their Ground Lease
7. Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report *on March 21, 2022*
8. Closed Session – Personnel *on March 21, 2022*
9. Additional Items
10. Adjournment

A Proclamation by the Mayor
for
Women's History Month 2022

WHEREAS, women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, women were important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; they constitute a significant portion of the labor force, serve our country courageously in the military, and have played and continue to play critical economic, cultural, and social roles in every sphere of life; and

WHEREAS, women have served our country as early leaders in the forefront of every major progressive social change movement, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, the peace movement, and other movements, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of women in history has been consistently overlooked and undervalued; and

WHEREAS, the Thomasville City Council is committed to working within all layers of the community to promote understanding, enhance knowledge, seek opportunity for all, and encourage acknowledgement of those who work for the betterment of their neighbors; and

NOW, THEREFORE, I, Raleigh York, Jr., Mayor of the City of Thomasville, North Carolina, am honored to declare March 2022 as

Women's History Month

in Thomasville, and I call upon all residents to observe this month by participating in and supporting all activities celebrating the contributions of women.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Thomasville, North Carolina, this 21st day of March, 2022

Raleigh York, Jr.

Raleigh York, Jr., Mayor

MINUTES FOR THE THOMASVILLE CITY COUNCIL BRIEFING MEETING ON MONDAY, FEBRUARY 14, 2022 AT 6:00 PM AT 7003 BALLPARK ROAD, THOMASVILLE, NC.

Elected officials in attendance: Mayor Raleigh York, Jr.; Mayor *Pro Tempore* Ron Bratton, and Council Members Doug Hunt, Wendy Sellars, Lisa Shell, Jeannette Shepherd and Payton Williams. Council Member Hunter Thrift was not present.

The following staff members attended the meeting: City Manager Michael Brandt; Planning Director Chuck George; Finance Director Thomas Avant; Police Chief Mark Kattner; and City Clerk Wendy Martin

1. Call to Order – Mayor Raleigh York, Jr. called the meeting of the Thomasville City Council to order.

2. Additions and Deletions to the Agenda

   City Manager Brandt asked that Council add the following items:

   7. G. Consideration of Personnel Policy Amendment 2022-01 – Article XVIII. Pay Plan Section 14

   7. H. Consideration of Personnel Policy Amendment 2022-02 – Article XVIII. Pay Plan Section 15

   Council Member Wendy Sellars moved that Council approve the agenda as amended. The motion was seconded by Council Member Hunt. No discussion. *Motion unanimously approved* 6 – 0.

3. Proclamations and Recognitions to be presented on February 21, 2022

   Developmental Disability Awareness Month (March) presented to Teresa McKeon, Executive Director of the Arc of Davidson County and self-advocates

4. Public Forum on February 21, 2022 – Citizens will be given two minutes to speak on any topic at the Council Meeting.

5. Public Hearing on February 21, 2022

   Request for Rezoning (Z-22-01)

Applicant/Owner:	Martha White, LLC
Location:	Payne Road
Tax Parcel ID #:	16-313-0-000-004A
Existing Zoning:	R-10 Low Density Residential
Proposed Zoning:	M-1 Light Industrial
Conditions:	N/A

The Board of Planning & Adjustment conducted a public hearing on January 25, 2022. This matter was passed unanimously 7-0 because it is consistent with the Land Use Plan and the surrounding parcels.

City Manager Brandt explained that this property is a vacant lot that the owner wants to develop. It already has industrial zoning all around it.

Council Member Shepherd asked if any of the surrounding property owners came to speak against this rezoning at the Planning Board hearing.

Planning Director Chuck George said no one attended, besides the property owner. Of course, the property was properly posted, and every property owner within 100 feet was notified of the hearing. He added that this property is in the middle of a commercial park.

The following items were put on the consent agenda by the Council members for consideration on February 21, 2022:

6. Consent Agenda

   A. Approval of Minutes of the Briefing Meeting on 01/10/22

   B. Approval of Minutes of the Council Meeting on 01/17/22

   C. Consideration of Update to Thomasville Fiscal Policy, adding Section D. 4. Daily Cash Deposit Requirement

   D. Consideration of Amendment to Ordinance Sec. 78-463.1, Schedule 3.1: Thirty-Five Miles Per Hour Speed Zones on Streets in State Highway System

The following items were put on the regular agenda by the Council members for consideration on February 21, 2022:

7. Regular Agenda

   A. Consideration of ARPA Grant Project Ordinance

   B. Consideration of General Fund Budget Amendment – Appropriation of City Contribution to Unilin - Project Tower CDBG Project.

   C. Consideration of Unilin - Project Tower CDGB Grant Project Ordinance

   D. Consideration of Initiating Foreclosure Process on 200 Kern Street Property

   E. Consideration of Personnel Policy Amendment 2022-01 – Article XVIII. Pay Plan Section 14 (New)

      City Manager Brandt explained that this policy amendment would allow Council to make changes to the pay plan at times.

F. Consideration of Personnel Policy Amendment 2022-02 – Article XVIII. Pay Plan Section 15 (New)

City Manager Brandt explained that this policy amendment would set three different levels of Premium Pay (from March 2020 to December 2021) for employees as directed by the ARPA rules.

Council Member Bratton asked if this could go out in a check separate from regular paychecks with a thank you letter from Mayor and Council.

Mr. Brandt said he would meet with staff to discuss cutting checks versus making ACH deposits. Council Member Bratton said he would leave it up to the City Manager to handle.

Council Member Hunt said this is a good way to let the employees know that City Council cares about them.

8. Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report

Reports will be given at the Council meeting on February 21, 2022.

9. Closed Session – Personnel

Council Member Shepherd moved that Council go into closed session for personnel matters. The motion was seconded by Council Member Hunt. No discussion. *Motion unanimously approved* 6 – 0.

No action was taken in closed session.

Council went back into open session.

10. ADDITIONAL ITEMS

11. ADJOURNMENT – Council Member Sellars moved to adjourn. Council Member Williams seconded the motion. No discussion. *Motion unanimously approved* 6 – 0.

_____
Raleigh York, Jr., Mayor

_____
Wendy S. Martin, City Clerk

MINUTES FOR THE THOMASVILLE CITY COUNCIL MEETING ON MONDAY, FEBRUARY 21, 2022 AT 6:00 PM AT 7003 BALLPARK ROAD, THOMASVILLE, NC.

Elected officials in attendance: Mayor Raleigh York, Jr.; Mayor *Pro Tempore* Ron Bratton, and Council Members Doug Hunt, Wendy Sellars, Lisa Shell, Jeannette Shepherd, Hunter Thrift and Payton Williams.

The following staff members attended the meeting: City Manager Michael Brandt; Assistant City Manager Eddie Bowling; City Attorney Misti Whitman; Planning Director Chuck George; Finance Director Thomas Avant; Police Captain Dustin Carter; PC Support Specialist Damon Hartwell; and City Clerk Wendy Martin

1. Call to Order – Mayor Raleigh York, Jr. called the meeting of the Thomasville City Council to order.

2. Additions and Deletions to the Agenda

   City Manager Michael Brandt asked that Council add the following item:

   8. CLOSED SESSION – Attorney/Client and Personnel

   Council Member Thrift moved to approve the agenda as revised. Council Member Hunt seconded. No further discussion. *Motion unanimously approved* 7 – 0.

3. Proclamations and Recognitions

   Developmental Disability Awareness Month (March) Mayor York presented this Proclamation to Teresa McKeon, Executive Director of the Arc of Davidson County, Mary Hargrave and self-advocates Seth Lawser, Rachael McDaniels.

4. Public Forum – Shawntae Lewis spoke regarding Davidson Medical Ministries' 30th anniversary and all the services they provide to the community. She said the County office opened in 1991, and they have been serving patients in Thomasville for over 16 years. The clinic on Randolph Street currently sees 500 – 600 patients a month.

   She said, "By the end of the year, we plan to have both a mobile medical unit, as well as a dental unit." Currently, they offer a variety of services, including medical, dental, pharmacy, and behavioral health services for residents of Davidson County. They also offer telemedicine, diabetes education and psychological services.

   Their mission is "to minister to the needs of our community who lack the resources to access quality healthcare, regardless of their ability to pay." They are dependent upon the support of donations.

5. Public Hearings on January 18, 2022

   Request for Rezoning (Z-22-01)
   Applicant/Owner: Martha White, LLC
   Location: Payne Road
   Tax Parcel ID #: 16-313-0-000-004A

Existing Zoning: R-10 Low Density Residential
Proposed Zoning: M-1 Light Industrial
Conditions: N/A

Mayor York stated that the Board of Planning & Adjustment conducted a public hearing on January 25, 2022 regarding this matter. It was passed unanimously 7-0 because it is consistent with the Land Use Plan and the surrounding parcels.

Planning Director Chuck George said no one from the community offered any positive or negative feedback at the public hearing. He said this 3 acres of land is already part of an industrial park, so the rezoning would be consistent with the surrounding property.

Mayor York opened the hearing and invited people to come forward to speak in favor of this rezoning.

Christopher Crisp, owner of the applicant Martha White, LLC, came forward. He said he wants to get this property zoned for industrial and do something with it to increase the tax base. He said they are only going to be in the industrial area, not near the residential area nearby. He said, "There's plenty watershed and a line of trees there to separate that."

No one else came forward to speak for or against this rezoning. Mayor York closed the hearing.

Council Member Sellars moved that Council approve this rezoning because it is consistent with the Land Use Plan and the surrounding parcels. Council Member Williams seconded. *Motion approved* 7 – 0.

Mr. Crisp said, "Thank you to Chuck George. The folks over there have been really amazing."

6. Consent Agenda

A. Approval of Minutes of the Briefing Meeting on 01/10/22

B. Approval of Minutes of the Council Meeting on 01/18/22

C. Consideration of Update to Thomasville Fiscal Policy, adding Section D. 4. Daily Cash Deposit Requirement

City Manager Brandt explained State law requires daily cash deposits in excess of $500, but it was not specifically spelled out in our policy. This addition would add language to our policy requiring cash deposits by each department with of funds in excess of $250 each day.

D. Consideration of Amendment to Ordinance Sec. 78-463.1, Schedule 3.1: Thirty-Five Miles Per Hour Speed Zones on Streets in State Highway System

City Manager Brandt explained that this ordinance amendment would fix an error in a previous ordinance that accidently changed the speed limit on Randolph Street between Main Street and Colonial Drive to 35 MPH. This removes that section and re-instates the 25 MPH speed limit on that road.

Council Member Thrift moved that Council approve the items on the Consent Agenda as presented. The motion was seconded by Council Member Williams. No discussion. *Motion unanimously approved* 7 – 0.

7. Regular Agenda

A. Consideration of ARPA Grant Project Ordinance

Finance Director Thomas Avant explained that this ordinance includes all items previously approved by Council with the addition of:

1) $1,024,194 of premium pay for employees serving during the pandemic,
2) $50,309 for golf cart batteries, components, and installation; and
3) $325,000 for a bulk alum tank addition at the Water Treatment Plant.

The ordinance appropriates a total of 2,435,488 of grant funding, with $6,057,480 of federal funds unallocated and unbudgeted at this point.

Council Member Sellars moved to approve this ARPA Grant Project Ordinance. Council Member Hunt seconded.

Council Member Bratton said, "I'd like to take this opportunity to thank our city employees. When COVID started in 2019, we knew very little about it, but our employees did their jobs and worked. And I just want to thank them so much."

No further discussion. *Motion unanimously approved* 7 – 0.

B. Consideration of General Fund Budget Amendment – Appropriation of City Contribution to Unilin - Project Tower CDBG Project

Finance Director Avant advised Council that the N.C. Dept. of Commerce awarded the City a Rural Economic Development Grant for the Unilin/Project Tower expansion at the Unilin facility at 550 Cloniger Drive in Thomasville.

He said, "These grants are purposed for stimulating economic activity and job creation for local communities. Grants are provided to local government units to productively reuse buildings and properties. The City's contribution is $25,000, which is five percent (5%) of the total $500,000 State grant."

This amendment would appropriate the City's contribution of $25,000 from Contingency, leaving a balance of $190,906 in the General Fund Contingency account.

Council Member Hunt moved to approve this Budget Amendment. Council Member Shepherd seconded. *Motion unanimously approved* 7 – 0.

C. Consideration of Unilin - Project Tower CDGB Grant Project Ordinance –

Finance Director Avant said this is the Grant Project Ordinance that establishes a budget and appropriates the funding for this project. He said it is $500,000 of State funding and $25,000 for the administration of the award, which is the City's equity contribution.

Council Member Shepherd moved to approve this Unilin - Project Tower Grant Project Ordinance. Council Member Sellars seconded. *Motion unanimously approved* 7 – 0.

D. Consideration of Initiating Foreclosure Process on 200 Kern Street Property

City Attorney Misti Whitman advised that the property owner has not complied, so the City has not been able to do anything with this property. Title work revealed outstanding liens, and there was no insurance to pay for the cleanup.

Therefore, she recommended that the City move forward with initiating the foreclosure process. She said the property would go to public sale where third parties would be able to bid on it.

Council Member Thrift moved to initiate the foreclosure process on this property. Council Member Williams seconded.

Council Member Sellars asked how long this process would take. The City Attorney responded that if everything goes smoothly, it could potentially be resolved in 4 to 6 months. However, if there were any upset bids, it could take longer.

Motion unanimously approved 7 – 0.

E. Consideration of Personnel Policy Amendment 2022-01 – Article XVIII. Pay Plan Section 14

City Manager Brandt said this amendment adds language that would permit the City Council to make modifications to the pay plan.

Council Member Sellers moved to approve this policy amendment. Council Member Hunt seconded. *Motion unanimously approved* 7 – 0.

F. Consideration of Personnel Policy Amendment 2022-02 – Article XVIII. Pay Plan Section 15

City Manager Brandt said the Pandemic Premium Pay Plan, provided by the federal American Rescue Plan Act of 2021 (ARPA), may be applied by local governments to compensate their employees that worked through the COVID-19 pandemic.

The intention of the premium pay is to compensate essential workers for the risks they have taken throughout the pandemic. Specifically, the US Treasury Department's Interim Final Rule states, "The heightened risk to workers who must be physically present at the job site and, for many whom the costs associated with illness were hardest to bear financially."

"Essential workers" are defined as employees whose work involves regular in-person interactions or regular physical handling of materials in contact by others. All City of Thomasville staff are considered essential, and all were required to report to duty and perform their work tasks during the pandemic.

In addition, in response to the pandemic, the City budgeted extremely conservatively during 2020-2021 Fiscal Year, and did not provide a cost of living increases in that year.

Pandemic Premium Pay regulations state that no employee may be paid more than $13 per hour in additional wages, and no more than $25,000 per employee. In addition, there is a compensation maximum of 150% of the median county or state private sector wages. Any payment made to an employee above this must either be further justified, or paid from other ARPA funds.

Pay can be paid retroactively to the beginning of the pandemic, as long as the City has not already established a premium pay program.

This pay plan meets the requirements of ARPA rules in that no employee will receive more than $4,400, with most receiving $3,200 or less. ARPA funds shall be used to pay for all costs associated with this program.

Council Member Thrift moved to approve this policy amendment. Council Member Williams seconded. *Motion unanimously approved* 7 – 0.

City Manager Brandt thanked Council for this consideration. Mayor York said, "Our employees do a great job, and they went through some rough times during the height of the pandemic, so we couldn't do any less."

8. Closed Session – Attorney/Client and Personnel matters

Council Member Thrift moved to go into closed session for personnel and attorney/client matters. Council Member Shepherd seconded. *Motion unanimously approved* 7 – 0.

Mayor York called the meeting back into open session. No action was taken in closed session.

9. Committee Reports and Appointments, Mayor's Report and Appointments, City Manager's Report, City Attorney's Report

Council Member Williams thanked all the City employees who helped keep Thomasville open throughout COVID.

Council Member Sellars posted Thomasville's African American history on her Facebook page in February for Black History Month. She also partnered with the library to do a virtual Black History Month program. They did some book readings for the youth, and Jessie Wells Martin was the speaker for this year. Recordings can be found on the library's Facebook page.

Council Member Hunt said he was proud to see the growth that Thomasville is making and the direction that the City is headed in. He is looking forward to helping to continue that progress.

On behalf of the Personnel Committee, Council Member Thrift moved to appoint the following volunteers:

ABC Board -	Cran Plyler and Neal Grimes
Beautification -	Carol Brown, Molly Hussey and Nathan Carlisle
Golf Advisory -	Fred Bookman, Keith Tobin, Bradley White
Historic Preservation Regular -	Robert Freeman, Steve Teglas, Paxton Taylor
Historic Preservation Alternate -	Katheryn Byrnes
Multicultural -	Fay Ashworth, Amy Coleman and Bill Tagliaferri
Planning & Adjustment -	Oran Jefferies and Chris Myrick
Recreation -	Kathleen Sarette
Tourism -	Thomas Ballard, Gloria Brinkley and Dana Lambeth

Council Member Shell seconded. *Motion unanimously approved* 7 – 0.

Mayor York reappointed Dianne Starrett to the Housing Authority.

He reported that last month he attended a gathering at Cosmos with Akeem Davis Gaither a local resident and member of the Cincinnati Bengals. He said, "We are so proud of him" and his achievements.

Mayor York was sorry to announce that Thomasville Fire Department Battalion Chief Mark Holt passed away unexpectedly. He thanked everyone who took part in the service and who helped block the streets. He said it was well organized and it was a big tribute to a fine employee and a fine man. He asked that the Holt family be remembered in your thoughts and prayers.

City Manager Brandt thanked the community for their outpouring of support for the loss of Battalion Chief Mark Holt, a long-serving member of our fire department and Fair Grove Volunteer Fire Department. He said he appreciated the support that was shown by fire departments all across the State and country.

He reported that the Thomasville Police Department is investigating a murder, and they are working diligently to solve the crime.

City Attorney Misti Whitman reported that 100-year-old local historian Eddie Joiner passed away.

10. ADDITIONAL ITEMS

11. ADJOURNMENT – Council Member Sellars moved to adjourn. Council Member Shell seconded the motion. No discussion. *Motion unanimously approved* 7 – 0.

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Raleigh York, Jr., Mayor

_____
Wendy S. Martin, City Clerk

RESOLUTION OF THE THOMASVILLE CITY COUNCIL TO CONDUCT A PUBLIC HEARING FORTHE PURPOSE OF CONSIDERING A PETITION FOR THE CLOSURE OF A PORTION OF CABLE STREET

A Petition having been filed with the City Council of the City of Thomasville, North Carolina by Robert E. Winslow of R. E. W. Homes, LLC, a North Carolina Corporation having an address of 432 Vine Drive, Lexington, North Carolina 27292, requesting the City to close a portion of Cable Street at the following location:

Legal Description for Cable Street Closure

Part of Plat Book 11 Page 17

Being a tract or parcel of land situated in Thomasville, Davidson County North Carolina and being described as follows:

Beginning at a ¾" iron stake with grid coordinates of N = 783,015.94, E = 1,680,078.37 (NAD83) on the northern right-of-way line of Willowmoore Avenue, also being the southeast corner of lot 12 of the W.C. Culp Estate (Plat Book 11 Page 17), thence with the western line of the right-of-way of the undeveloped Cable Street the following 3 calls: North 04 degrees 24 minutes 46 seconds East to an existing iron pipe found 3" above ground level at 102.26' (common corner of lots 12 & 13), North 04 degrees 24 minutes 46 seconds East to an existing iron pipe found 1" above ground level at 99.86' (common corner of lots 13 & 14), North 04 degrees 24 minutes 46 seconds East to an existing ½" iron stake found 3" above ground level at 99.46' (for a total distance of 301.58')a corner on the line of REW Homes, LLC (Deed Book 2496 Page 1096), thence continuing with the northern right-of-way line of the undeveloped Cable Street North 89 degrees 17 minutes 08 seconds East for a distance of 61.13' to an existing iron pipe with grid coordinates of N = 783,317.39, E = 1,680,162.69 (NAD83) thence following the eastern right-of-way of the undeveloped Cable Street and REW Homes, LLC South 04 degrees 33 minutes 31 seconds East for a distance of 367.37' to a new iron pipe set, thence with a new right-of-way line at the intersection of Willowmoore Avenue and Cable Street following a curve to the left with a chord bearing and distance of North 40 degrees 24 minutes 19 seconds West 85.05', said curve having a radius of 60' and a length of 94.52' to an existing iron pipe, the Point and Place of Beginning.

Said property contains 19,185 square feet or 0.44 acres more or less.

Said property is subject to a new 20' sewer easement.

It further appearing that Petitioner owns the realty on both sides of such portion of Cable Street; and

It further appearing that the closing of said portion of Cable Street will not deprive any individual of a reasonable means of ingress or egress to such individual's property and is not detrimental to the public interest; and

NOW, THEREFORE, in consideration of the foregoing facts and under the power and authority granted to the City Council of the City of Thomasville under N.C. General Statute §160A-299,

IT IS HEREBY RESOLVED that a public hearing be held at the Council Meeting at 7003 Ball Park Road, Thomasville, North Carolina at 6:00 P.M. on the 18th day of April, 2022 to consider and act upon the said Petition for the closing of said street; and

BE IT HEREBY FURTHER RESOLVED that this Resolution be published once a week for four (4) successive weeks prior to said hearing in the Thomasville Times, a newspaper published in the City of Thomasville, Davidson County, North Carolina, and that a copy of this Resolution be sent by registered or certified mail to all owners of the properties adjoining the above-described portion of Cable Street who did not join in the Petition for Street Closing, as shown on the Davidson County tax records, and that a Notice of the Closing and Public Hearing shall be prominently posted in at least two places along the said street.

Adopted this 21st day of March, 2022.

_____

Raleigh York, Jr., Mayor

ATTEST:

_____

Wendy S. Martin
City Clerk

CERTIFICATE OF SUFFICIENCY

To the City Council of the City of Thomasville, North Carolina.

I, Wendy S. Martin, City Clerk, do hereby certify that I have investigated the petition attached hereto and have found as a fact that said petition is signed by all owners of real property lying in the area described therein, in accordance with G. S. 160A-31, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Thomasville, this 21st day of February, 2022.

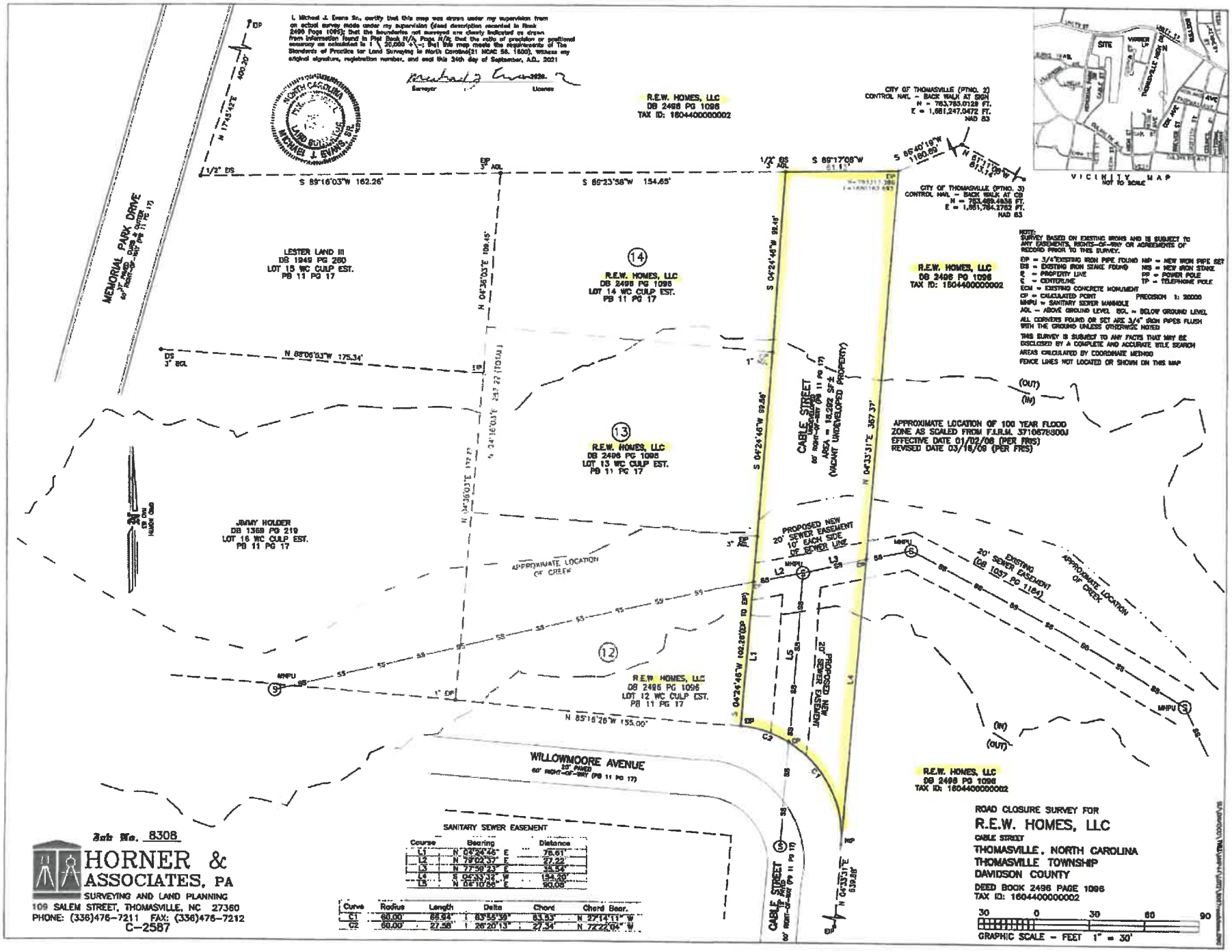
(SEAL)

Wendy S. Martin
City Clerk

I, Michael J. Evans Sr., certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 2496 Page 1095); that the boundaries not surveyed are clearly indicated as drawn from information found in Book N/A, Page N/A; that the ratio of precision or positional accuracy as calculated is 1 \ 30,000 +/-; that this map meets the requirements of the Standards of Practice for Land Surveying in North Carolina(21 NCAC 56. 1600). Witness my original signature, registration number, and seal this 24th day of September, A.D., 2021

Surveyor Licensed

NORTH CAROLINA PROFESSIONAL SEAL L-2587 LAND SURVEYOR MICHAEL J. EVANS SR.


MEMORIAL PARK DRIVE
60' PUBLIC RIGHT-OF-WAY (PB 11 PG 17)
N 17°49'42"E 400.20'
S 89°16'03"W 162.26'
S 89°23'58"W 154.65'
S 89°17'08"W
S 89°40'18"W 1160.89'
N 87°17'09"W 613.14'
CITY OF THOMASVILLE (PTNO. 2)
CONTROL NAIL - BACK WALK AT SIGN
N = 783,783.0128 FT.
E = 1,661,247.0472 FT.
NAD 83
CITY OF THOMASVILLE (PTNO. 3)
CONTROL NAIL - BACK WALK AT CB
N = 783,489.4836 FT.
E = 1,661,764.2762 FT.
NAD 83
R.E.W. HOMES, LLC
DB 2496 PG 1096
TAX ID: 1604400000002
LESTER LAND III
DB 1949 PG 260
LOT 15 WC CULP EST.
PB 11 PG 17
N 04°36'03"E 109.45'
N 88°06'53"W 175.34'
14
R.E.W. HOMES, LLC
DB 2496 PG 1096
LOT 14 WC CULP EST.
PB 11 PG 17
S 04°24'46"W 99.46'
13
R.E.W. HOMES, LLC
DB 2496 PG 1096
LOT 13 WC CULP EST.
PB 11 PG 17
CABLE STREET
60' PUBLIC RIGHT-OF-WAY (PB 11 PG 17)
AREA = 18,282 SF±
(VACANT UNDEVELOPED PROPERTY)
N 04°33'31"E 367.37'
APPROXIMATE LOCATION OF 100 YEAR FLOOD ZONE AS SCALED FROM F.I.R.M. 3710678300J
EFFECTIVE DATE 01/02/08 (PER FIRS)
REVISED DATE 03/16/09 (PER FIRS)
JIMMY HOLDER
DB 1369 PG 219
LOT 16 WC CULP EST.
PB 11 PG 17
APPROXIMATE LOCATION OF CREEK
PROPOSED NEW 20' SEWER EASEMENT 10' EACH SIDE OF SEWER LINE
EXISTING 20' SEWER EASEMENT (DB 1057 PG 1164)
12
R.E.W. HOMES, LLC
DB 2496 PG 1096
LOT 12 WC CULP EST.
PB 11 PG 17
N 85°18'26"W 155.00'
WILLOWMOORE AVENUE
20' PAVED
60' RIGHT-OF-WAY (PB 11 PG 17)
S 04°24'46"W (102.26'(DP TO DP))
N 04°33'31"E 59.26'
VICINITY MAP
NOT TO SCALE
SITE
WINNER LN
THOMASVILLE HIGH SCH
MEMORIAL PARK DR
CABLE ST
OLD HWY 64
DOE AVE
BRUCE ST
CLARK ST
ROSE ST
ROSE AVE
BRUCE AVE
CLARK AVE
ROSE ST
BRUCE ST
CLARK

NORTH CAROLINA)

)

DAVIDSON COUNTY)

PETITION TO CLOSE

CABLE **STREET**

TO: Members of the City Council of the City of Thomasville, N.C.

The undersigned Petitioners do hereby respectfully petition the City Council of the City of Thomasville, North Carolina to close a street in the City of Thomasville known as ~~all~~ of CABLE Street as shown in Plat Book ___, Page ___.
A PORTION OF

In support of the Petition, the Petitioners say:

This street is not needed for any purpose. The undersigned are all of the owners of adjacent property, and the closing of the street would deny access to no one. The closing of said street is not adverse to the public interest.

WHEREFORE, the Petitioners respectfully petition the City Council of the City of Thomasville, North Carolina, under authority granted to the said City Council in Section 160A-299 of the General Statutes of North Carolina, to grant and pass a Resolution and Ordinance closing that street known as CABLE Street located in the City of Thomasville as described above, reserving easements for any/all utilities that exist at the time of closure. * A PORTION OF CABLE ST *

Respectfully submitted this 1ST day of SEPTEMBER, 20 21.

Robert E. Wunder (SEAL)
R.E.W. HOMES, LLC (SEAL)

_____ (SEAL)
_____ (SEAL)

_____ (SEAL)
_____ (SEAL)

STATE OF NORTH CAROLINA
DAVIDSON COUNTY

I, JEFFREY J. BERG, a Notary Public of Davidson County, North Carolina, do hereby certify that Robert E. Winslow personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the 30 day of August, 2021.

Notary Public
My Commission Expires: 5-7-2025

JEFFREY J. BERG
Notary Public
Davidson County, NC
My Commission Expires

{{SEAL}}

STATE OF NORTH CAROLINA
DAVIDSON COUNTY

I, _____, a Notary Public of _____ County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the____day of_____, 20___.

Notary Public
My Commission Expires: _____

{{SEAL}}

STATE OF NORTH CAROLINA
DAVIDSON COUNTY

I, _____, a Notary Public of _____ County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal, this the____day of_____, 20___.

Notary Public
My Commission Expires: _____

{{SEAL}}

2021020617
DAVIDSON COUNTY NC FEE $26
STATE OF NC REAL ESTATE EXT
$1020.00
PRESENTED & RECORDED
08/18/2021 02:46:51 PM
MICHAEL HORNE
REGISTER OF DEEDS
BY: NATASHA MCKENZIE
DEPUTY
BK: DE 2496
PG: 1096 - 1104

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $1,020

Parcel Identifier No. 1604400000002; 16064000A0023B, 1604300000012; 16044A0000032A

THIS INSTRUMENT PREPARED BY JONATHAN S. RAYMER, A LICENSED NORTH CAROLINA ATTORNEY. DELINQUENT TAXES, IF ANY, TO BE PAID BY THE CLOSING ATTORNEY TO THE COUNTY TAX COLLECTOR UPON DISBURSEMENT OF CLOSING PROCEEDS.

Mail/Box to: GRANTEE

This instrument was prepared by: JONATHAN S. RAYMER, ESQ., LAW FIRM CAROLINAS

Brief description for the Index: VARIOUS TRACTS, 401 UNITY STREET

THIS DEED made this 10TH day of AUGUST 2021 by and between

GRANTOR	GRANTEE
Darrell Milton Beck, Trustee of the **Beck Family Trust**, established by Will of James Henry Beck filed in 01-E-138, Davidson County Clerk of Court **Gary Leon Beck**, Executor of the **Estate of Nannie Lee S. Beck**, filed in 21-E-1051, Davidson County Clerk of Court **Darrell Milton Beck** *and spouse*, **Saundra C. Beck** **Gary Leon Beck** *and spouse*, **Debbie J. Beck** **Sylvia Diane Beck Rich** *(unmarried)* MAILING ADDRESS: P.O. BOX 2841 THOMASVILLE, NC 27361	**R.E.W. Homes, LLC** MAILING ADDRESS: P.O. BOX 182 WALLBURG, NC 27373 PROPERTY ADDRESS(ES): 401 UNITY STREET THOMASVILLE, NC 27127

Submitted electronically by "Black, Slaughter & Black, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Davidson County Register of Deeds.

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 DAVIDSON County, North Carolina and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED FOR A MORE PARTICULAR DESCRIPTION AND EXHIBIT "B" ATTACHED FOR A DETAILED SURVEY OF THE SAME

Note: See Exhibit "C" regarding the Certificate of Trust for the Grantor Trust

The property hereinabove-described was acquired by Grantor by instrument filed in **Deed Book 1285, Pages 1605, Deed Book 1921, Page 905,** and **Deed Book 1434, Page 929.**

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

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.

Grantor, as Executor of the Estate of Nannie Lee S. Beck, Deceased, covenants that the said party has not placed or suffered to be placed any presently existing lien or encumbrance on said property, and that said party will warrant and defend title to the same against the lawful claims of all persons claiming by, through, under or on account of Grantor, as Executor of the Estate of Nannie Lee S. Beck, Deceased, insofar as it is the said party's duty to do so by virtue of the said party's office as Executor as aforesaid, and no further.

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, other than the following exceptions:

THIS CONVEYANCE IS MADE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY OF RECORD, IF ANY, AND AD VALOREM TAXES FOR THE CURRENT YEAR. THIS CONVEYANCE IS ALSO SUBJECT TO ALL DEBTS.

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

BECK FAMILY TRUST
established by Will of
James Henry Beck filed in 01-E-138,
Davidson County Clerk of Court

BY: Darrell Milton Beck
DARRELL MILTON BECK, Trustee

State of NORTH CAROLINA
County of GUILFORD

I, the undersigned Notary Public, do hereby certify that **DARRELL MILTON BECK,** Trustee for the Beck Family Trust, either being known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument for the purposes and in the capacity stated therein.

Witness my hand and Notarial stamp or seal this 15th day of August 2021.

My Commission Expires: 4/13/2024

(Affix Seal)

T. KEITH BLACK NOTARY PUBLIC GUILFORD CO NC

Notary Public

T. Keith Black

2021020617

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

ESTATE OF NANNIE LEE S. BECK
filed in 21-E-1051, Davidson County Clerk of Court

BY: Gary Leon Beck
GARY LEON BECK, Executor

State of NORTH CAROLINA
County of GUILFORD

I, the undersigned Notary Public, do hereby certify that **GARY LEON BECK**, Executor for the Estate of Nannie Lee S. Beck, either being known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument for the purposes and in the capacity stated therein.

Witness my hand and Notarial stamp or seal this 18th day of August 2021.

My Commission Expires: 4/13/2024

Notary Public

(Affix Seal)

T. Keith Black

T. KEITH BLACK NOTARY PUBLIC GUILFORD COUNTY, NC

(NOTARY AND SIGNATURE BLOCKS CONTINUE AS FOLLOW)

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

Darrell Milton Beck (SEAL)
DARRELL MILTON BECK

Saundra C. Beck (SEAL)
SAUNDRA C. BECK

State of NORTH CAROLINA
County of GUILFORD

I, the undersigned Notary Public, do hereby certify that **DARRELL MILTON BECK** and **SAUNDRA C. BECK**, either being known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument for the purposes stated therein.

Witness my hand and Notarial stamp or seal this 18th day of August 2021.

My Commission Expires: 4/13/2024

(Affix Seal)

T. KEITH BLACK NOTARY PUBLIC GUILFORD COUNTY, NC

Notary Public

T. Keith Black

(NOTARY AND SIGNATURE BLOCKS CONTINUE AS FOLLOW)

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

Gary Leon Beck (SEAL)
GARY LEON BECK

Debbie J. Beck (SEAL)
DEBBIE J. BECK

State of NORTH CAROLINA
County of GUILFORD

I, the undersigned Notary Public, do hereby certify that **GARY LEON BECK** and **DEBBIE J. BECK**, either being known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument for the purposes stated therein.

Witness my hand and Notarial stamp or seal this 18th day of August 2021.

My Commission Expires: 4/13/2024

(Affix Seal)

T. KEITH BLACK NOTARY PUBLIC GUILFORD COUNTY, NC

Notary Public
T. Keith Black

(NOTARY AND SIGNATURE BLOCKS CONTINUE AS FOLLOW)

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

Sylvia Diane Beck Rich (SEAL)
SYLVIA DIANE BECK RICH

State of NORTH CAROLINA
County of GUILFORD

I, the undersigned Notary Public, do hereby certify that **SYLVIA DIANE BECK RICH,** either being known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument for the purposes stated therein.

Witness my hand and Notarial stamp or seal this 18th day of August 2021.

My Commission Expires: 4/13/2024

Notary Public

T. Keith Black

(Affix Seal)

T. KEITH BLACK NOTARY PUBLIC GUILFORD COUNTY, NC

(LEGAL DESCRIPTION NEXT PAGE)

EXHIBIT "A"
Legal Description

A certain tract of land containing approximately 22.69 acres, lying in Thomasville Township, Davidson County, North Carolina, being more particularly described as follows:

BEGINNING at an existing iron pin in the southern margin of the right-of-way of Unity Street and the northwestern corner of Carlton Summers (Deed Book 2246, Page 1492), and thence following the western margin of Summers, South 04° 29' 22" West 115.74 feet to an existing iron pin in the western boundary of Summers; thence continuing along the western boundary of Summers, South 03° 39' 48" West 92.79 feet to an existing iron pin the southwestern corner of Summers; thence along the western boundary of Lots 39, 38, 37, 36, 35, 34, and 33 of the King Haven Subdivision, Phase 2, as described in Plat Book 47, Page 62 of the Davidson County Registry, the following two (2) courses and distances: (1) South 03° 48' 58" West 613.34 feet to an existing iron pin; and (2) South 04° 09' 00" West 297.71 feet to an existing iron pin in the southwestern corner of Lot 33; thence along the southern boundary of Lot 33, North 61° 52' 34" East 59.60 feet to an existing iron pin in the southeastern corner of Lot 33; thence along the eastern boundary of Lot 33, North 18° 19' 10" East 19.54 feet to a calculated point; thence a new line through the former property of Lot 32 the following three (3) courses and distances: (1) South 30° 19' 52" East 114.76 feet to a calculated point; (2) South 00° 21' 52" West 34.65 feet to a calculated point; and (3) South 48° 22' 36" East 67.84 feet to a calculated point in the western boundary of Lot 15 of the King Haven Subdivision, Phase 1, as described in Plat Book 42, Page 26 of the Davidson County Registry; thence along the western boundary of Lot 15, South 17° 38' 37" West 294.31 feet to an existing iron pin in the southwestern corner of Lot 15 and northwestern corner of the George Hoover Heirs (Deed Book 92, Page 379); thence along the western boundary of Hoover, Mary Johnson (Deed Book 209, Page 371), Alton Jeffries (Deed Book 579, Page 412), and Marion Craddock (Deed Book 2148, Page 786), South 02° 10' 21" West 431.56 feet to an existing iron pin in the southwestern corner of Craddock and northern boundary of Lillie Gainey (Deed Book 676, Page 804); thence alone the northern boundary of Gainey, South 87° 34' 42" West 94.27 feet to an existing iron pin in the northwestern corner of Gainey and the northeastern corner of Timothy Finch (Deed Book 1306, Page 1778); thence along the northern boundary of Finch, North 85° 01' 01" West 177.23 feet to an existing iron pin the northwestern corner of Finch and the northeastern corner of Karen Black (Deed Book 1663, Page 1220); thence along the northern boundary of Black, North 83° 41' 24" West 110.03 feet to an existing iron pin in the north western corner of Black and corner with David Durant (Deed Book 1464, Page 1150); thence along the boundaries of Durant, Juan Uribe-Rodriguez (Deed Book 2197, Page 1708), Stephanie Gardner (Deed Book 1693, Page 1968), Jerry Dean (Deed Book 2418, Page 820), and Secu*re Inc. (Deed Book 2279, Page 2325) the following eight (8) courses and distances: (1) North 38° 48' 19" West 89.02 feet to an existing axle; (2) North 37° 51' 21" West 18.14 feet to an existing iron pin; (3) North 38° 24' 47" West 45.97 feet to an existing iron pin; (4) North 40° 24' 44" West 59.97 feet to an existing iron pin; (5) North 01° 35' 42" West 108 feet to a new iron pin; (6) South 37° 18' 17" East 20 feet to a new iron pin; (7) North 45° 31' 59" East 140 feet to a new iron pin; and (8) North 42° 44' 15" West 150 to a new iron pin in the eastern margin of the right-of-way of Cable Street; thence North 45° 01' 51" East 50.45 feet to a new iron pin; thence along and departing the eastern right-of-way of Cable Street traveling northwatd, North 04° 33' 31" East 1,007.25 feet to an existing iron pin; thence South 89° 17' 08" West 61.13 feet to an existing iron pin; thence South 04° 24' 46" West 301.58 feet to an existing iron pin in the northern margin of the right-of-way of Cable Street; thence along the northern margin of the right-of-way of Cable Street, North 85° 16' 26" West 155 feet to an existing iron pin; thence departing the northern margin of the right-of-way of Cable Street and traveling along the eastern boundary of Jimmy Holder (Deed Book 1369, Page 219) and Lester Land III (Deed Book 1949, Page 260), North 04° 36' 03" East 287.22 feet to an existing iron pin in the northeast corner of Lester Land III; thence along the northern boundary of Lester Land III, South 89° 16' 03" West 162.26 feet to an existing iron pin in the eastern margin of the right-of-way of Memorial Park Drive; thence along the eastern margin of the right-of-way of Memorial Park Drive in a northward direction, North 17° 45' 42" East 400.20 feet to a new iron pin in the intersection of the eastern margin of the right-of-way of Memorial Park Drive and the southern margin of the right-of-way of Unity Street; thence along the southern margin of the right-of-way of Unity Street, South 83° 15' 21" East 102.33 feet to a new iron pin; thence the arc of a curve to the left with a radius of 1,175.92 feet a chord distance of 533.89 feet bearing North 83° 57' 06" East to a new iron pin; thence North 70° 22' 31" East 32.53 feet to a existing iron pin, the point and place of BEGINNING, being approximately 22.69 acres, more or less, according to a survey for Darrell Beck, 401 Unity Street, by Horner & Associates, PA, Job No. 8067, dated November 18, 2020.

EXHIBIT B

Current Schedule of Approved Subdivisions

109
Brooke Ridge
Embler Road
Fox Meadow
Pilgrim Acres
Spry Road
Swicegood Farms
Unity Street
Wallburg Fields South
Presold Homes on Scattered Lots maximum of $375,000
Spec Homes on Scattered Lots maximum of $250,000
SD's developed by REW Homes, LLC

EXHIBIT "C"
Certificate of Trust

The undersigned Trustee hereby certifies the following:

The BECK FAMILY TRUST (**"Trust Agreement"**) was established by the Will of James Henry Beck filed in 01-E-138, Davidson County Clerk of Court, North Carolina, and appointed DARRELL MILTON BECK as **"Trustee"**.

1. The address of the Trustee is: P.O. Box 2841, Thomasville, NC 27361

2. The initial Trustee of the Trust is: Darrell Milton Beck

3. The present Trustee is: Darrell Milton Beck

4. The Trustee under the Trust Agreement is authorized to acquire, sell, convey, encumber, lease, borrow, manage and otherwise deal with interests in real and personal property in the Trust name. All powers of the Trustee are fully set forth in the Trustee Powers Article of the Trust Agreement.

5. This Trust has not been revoked and there have been no amendments limiting the powers of the Trustees over trust property.

6. No person or entity paying money to or delivering property to the Trustee shall be required to see to its application. All persons relying on this document regarding the Trustee and its powers over trust property shall be held harmless for any resulting loss or liability from such reliance. A copy of this Trust Certificate shall be just as valid as the original.

The undersigned certify that the statements in this Certificate of Trust are true and correct and that it was executed in the County of Guilford, North Carolina on the 18th day of August 2021.

BECK FAMILY TRUST

By: Darrell Milton Beck
DARRELL MILTON BECK, Trustee

State of NORTH CAROLINA
County of GUILFORD

I, the undersigned Notary Public, do hereby certify that **DARRELL MILTON BECK**, Trustee for the Beck Family Trust, either being known to me or proven by satisfactory evidence, personally appeared before me this day and acknowledged the voluntary due execution of the foregoing instrument for the purposes and in the capacity stated therein.

Witness my hand and Notarial stamp or seal this 18th day of August 2021.

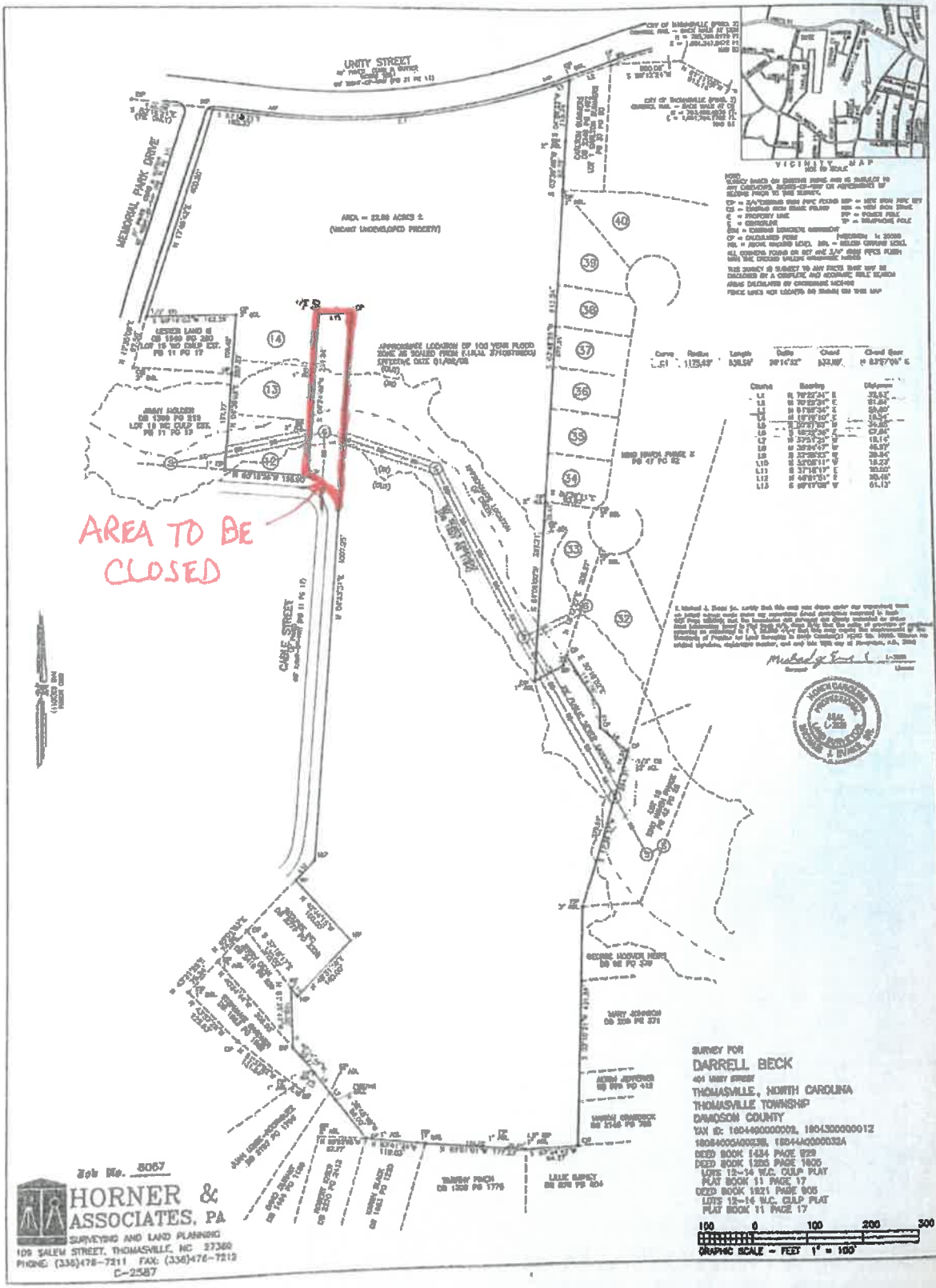
My Commission Expires: 4/13/2024

Notary Public
T. Keith Black

(Affix Seal)

T. KEITH BLACK NOTARY PUBLIC GUILFORD COUNTY, NC

2021020617


UNITY STREET
MEMORIAL PARK DRIVE
CABLE STREET
AREA TO BE CLOSED
VICINITY MAP
SURVEY FOR
DARRELL BECK
404 UNITY STREET
THOMASVILLE, NORTH CAROLINA
THOMASVILLE TOWNSHIP
DAVIDSON COUNTY
GRAPHIC SCALE - FEET 1" = 100'
Job No. 5067
HORNER & ASSOCIATES, PA
SURVEYING AND LAND PLANNING
109 SALEM STREET, THOMASVILLE, NC 27360
PHONE: (336)476-7211 FAX: (336)476-7212
C-2587

Legal Description for Cable Street Closure

Part of Plat Book 11 Page 17

Being a tract or parcel of land situated in Thomasville, Davidson County North Carolina and being described as follows:

Beginning at a ¾" iron stake with grid coordinates of N = 783,015.94, E = 1,680,078.37 (NAD83) on the northern right-of-way line of Willowmoore Avenue, also being the southeast corner of lot 12 of the W.C. Culp Estate (Plat Book 11 Page 17), thence with the western line of the right-of-way of the undeveloped Cable Street the following 3 calls: North 04 degrees 24 minutes 46 seconds East to an existing iron pipe found 3" above ground level at 102.26' (common corner of lots 12 & 13), North 04 degrees 24 minutes 46 seconds East to an existing iron pipe found 1" above ground level at 99.86' (common corner of lots 13 & 14), North 04 degrees 24 minutes 46 seconds East to an existing ½" iron stake found 3" above ground level at 99.46' (for a total distance of 301.58')a corner on the line of REW Homes, LLC (Deed Book 2496 Page 1096), thence continuing with the northern right-of-way line of the undeveloped Cable Street North 89 degrees 17 minutes 08 seconds East for a distance of 61.13' to an existing iron pipe with grid coordinates of N = 783,317.39, E = 1,680,162.69 (NAD83) thence following the eastern right-of-way of the undeveloped Cable Street and REW Homes, LLC South 04 degrees 33 minutes 31 seconds East for a distance of 367.37' to a new iron pipe set, thence with a new right-of-way line at the intersection of Willowmoore Avenue and Cable Street following a curve to the left with a chord bearing and distance of North 40 degrees 24 minutes 19 seconds West 85.05', said curve having a radius of 60' and a length of 94.52' to an existing iron pipe, the Point and Place of Beginning.

Said property contains 19,185 square feet or 0.44 acres more or less.

Said property is subject to a new 20' sewer easement.

Michael J Evans

NORTH CAROLINA PROFESSIONAL SEAL L-2 LAND SURVEYOR MICHAEL J. EVANS, SR.

1-20-2022

Davidson County GIS

Parcel Number :	1604300000012	**Land Units:**	1 LT
Pin Id :	6788-03-03-0241	**Deed Book:**	1285 Pg: 1605
Owner :	BECK DARRELL M TRUSTEE P O BOX 2848 THOMASVILLE NC 27361-2848	**Deed Date:**	12/21/2001
Property Address:	700 CABLE ST	**Account Number:**	9058509
Township:	16	**Exempt Code:**	
Building Value:	$0	**Other Building Value:**	$0
Land Value:	$12,500	**Market Value:**	$12,500
Assessed Value:	$12,500	**Deferred Value:**	$0

Legal Description : P=11-71 L12-14 CABLE ST BK1285-1605

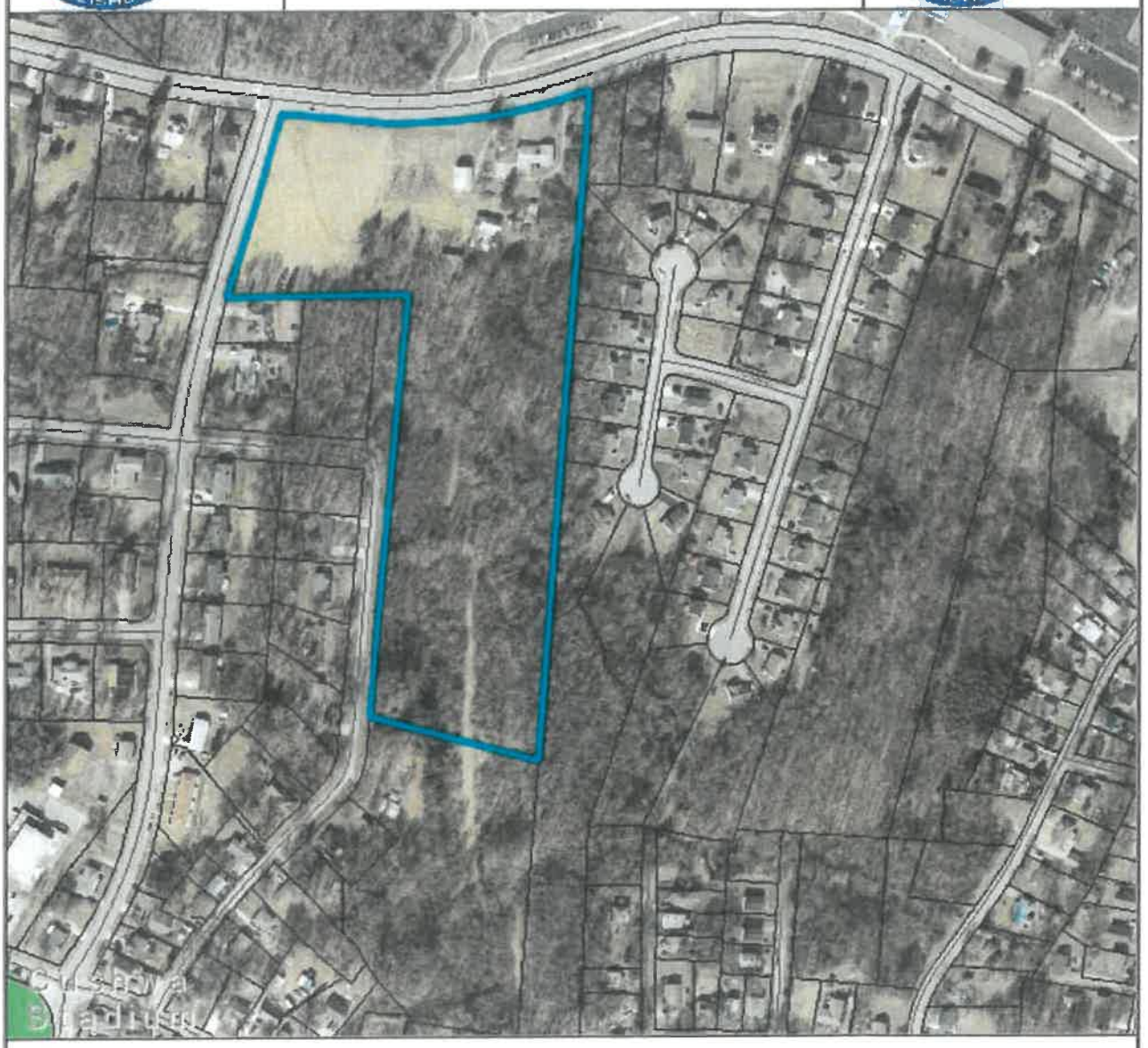
Additional Attributes

Fire Service Districts	
Sq.Miles	16.4
Name	THOMASVILLE
Townships	
Sq. Miles	64.87
Name	THOMASVILLE
County Zoning Districts	
Zone	
Soil Types	
DSL Name	
Soil Name	
Type	
Percent Sl	
Hydric	
Municipal Boundary	
Name	THOMASVILLE
SQ Miles	16.33

1 inch = 340 feet

The information contained on this map does not replace information that may be obtained by consulting the official source of the information. In no event shall Davidson County, NC or the consultants of Davidson County, NC be liable for any damages, direct or consequential, from the use of the information contained on this map.

Davidson County GIS



Parcel Number :	1604400000002	**Land Units:**	9.5 AC
Pin Id :	6788-03-03-3162	**Deed Book:**	1434 **Pg:** 0929
Owner :	BECK DARRELL M TRUSTEE BECK NANNIE LEE S PO BOX 2848 THOMASVILLE NC 27361	**Deed Date:**	07/03/2003
Property Address:	401 UNITY ST	**Account Number:**	9228016
Township:	16	**Exempt Code:**	
Building Value:	$145,060	**Other Building Value:**	$26,740
Land Value:	$159,600	**Market Value:**	$331,400
Assessed Value:	$331,400	**Deferred Value:**	$0

Legal Description : L2 BK1201-1308&1434-929 UNITY ST

Additional Attributes

Fire Service Districts	
Sq.Miles	16.4
Name	THOMASVILLE
Townships	
Sq. Miles	64.87
Name	THOMASVILLE
County Zoning Districts	
Zone	
Soil Types	
DSL Name	
Soil Name	
Type	
Percent Sl	
Hydric	
Municipal Boundary	
Name	THOMASVILLE
SQ Miles	16.33

1 inch = 340 feet

The information contained on this map does not replace information that may be obtained by consulting the official source of the information. In no event shall Davidson County, NC or the consultants of Davidson County, NC be liable for any damages, direct or consequential, from the use of the information contained on this map.

Limited Liability Company

Legal Name
R.E.W. Homes, LLC

Information

Sosid: 1338640
Status: Current-Active
Date Formed: 9/18/2013
Citizenship: Domestic
Annual Report Due Date: April 15th
Registered Agent: Winslow, Robert E.

Addresses

Principal Office	Reg Office	Reg Mailing	Mailing
432 Vine Dr.	432 Vine Dr.	432 Vine Dr.	PO Box 182
Lexington, NC 27292	Lexington, NC 27292	Lexington, NC 27292	Wallburg, NC 27373

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

Manager
Robert E. Winslow
PO Box 182
Wallburg NC 27373

Davidson County, NC - Basic Search

Davidson County Home

Basic Search **Real Estate Search** **Tax Bill Search** **Sales Search** Help

Property Information Search Results

To view summary data click the owner name. To view the Property Record Card click on PRC within the appropriate gridview line.

Owner Name	Co-Owner	Property Address	Land Data	Parcel Number	PIN#	Tax Year	PRC
CRANFORD TOMMY DALE		602 CABLE ST	1.0000 LT	16064000A0005A	6778-04-92-7016	2022	PRC
C/O GLENNA PARSONS		604 CABLE ST	0.0000 LT	16064000A0005B	6778-04-92-7150	2022	PRC
NATIONAL LOAN INVESTORS LP		604 CABLE ST	0.0000 LT	16064000A0005B	6778-04-92-7150	2022	PRC
SKEEN STEPHANIE		605 CABLE ST	0.0000 LT	16064000A0050	6778-04-91-8915	2022	PRC
COLE STEPHANIE G		606 CABLE ST	0.0000 LT	16064000A0005C	6778-04-92-8107	2022	PRC
SKEEN STEPHANIE		607 CABLE ST	0.0000 LT	16064000A0010	6778-04-92-8061	2022	PRC
GARDNER STEPHANIE R		609 CABLE ST	0.0000 LT	16064000A0011	6778-04-92-9016	2022	PRC
DEAN JERRY		611 CABLE ST	0.0000 LT	16064000A0012	6778-04-92-9162	2022	PRC
HILL CHRIS L		612 CABLE ST	0.0000 LT	1604300000017	6778-04-92-8259	2022	PRC
HILL MICHELE B		612 CABLE ST	0.0000 LT	1604300000017	6778-04-92-8259	2022	PRC
SECU*RE INC		613 CABLE ST	0.0000 LT	16064000A0013	6788-03-02-0148	2022	PRC
HILL CHRIS LOGAN		614 CABLE ST	0.0000 LT	1604300000018	6778-04-92-9329	2022	PRC
HILL MICHELE B		614 CABLE ST	0.0000 LT	1604300000018	6778-04-92-9329	2022	PRC
BEARD ALLEN		616 CABLE ST	0.0000 LT	1604300000001	6778-04-92-9540	2022	PRC
BEARD TERRY LYNN		616 CABLE ST	0.0000 LT	1604300000001	6778-04-92-9540	2022	PRC
PORTER DANIEL JOSEPH		620 CABLE ST	0.0000 LT	1604300000002	6778-04-92-9652	2022	PRC
RABEL-PORTER KAREN L		620 CABLE ST	0.0000 LT	1604300000002	6778-04-92-9652	2022	PRC
MCCRARY ELLA		622 CABLE ST	0.0000 LT	1604300000003	6778-04-92-9750	2022	PRC
MCCRARY RAYMOND F		622 CABLE ST	0.0000 LT	1604300000003	6778-04-92-9750	2022	PRC
BERNAL SANTA CRUZ BELLO		624 CABLE ST	0.0000 LT	1604300000004	6778-04-92-9851	2022	PRC
MEDRANO GILBERTO GONZALEZ		624 CABLE ST	0.0000 LT	1604300000004	6778-04-92-9851	2022	PRC
MCCRARY ELLA		626 CABLE ST	0.0000 LT	1604300000005	6778-04-92-9951	2022	PRC
MCCRARY RAYMOND F		626 CABLE ST	0.0000 LT	1604300000005	6778-04-92-9951	2022	PRC
R E W HOMES LLC		700 CABLE ST	22.6900 LT	1604300000012	6788-03-02-2870	2022	PRC

<< Return to Basic Search

All information on this site is prepared for the inventory of real property found within Davidson County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public information sources should be consulted for verification of the information. Davidson County, its employees and agents make no warranty as to the correctness or accuracy of the information set forth on this site whether express or implied, in fact or in law, including without limitation the implied warranties of merchantability and fitness for a particular use.

If you have any questions about the Real Estate data displayed on this website please contact the Davidson County Tax Office at (336) 242-2160

For technical problems related to this website, please contact (336) 242-2160

CITY OF THOMASVILLE
Capital Project Ordinance

BE IT ORDAINED by the Thomasville City Council that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project is hereby adopted:

Section 1. The project authorized is the North Hamby Creek Outfall Phase III Capital Project described in the LaBella Associates P. C. engineering report and the NCDENR plans and specifications. The project is financed by an appropriation of State Revolving Loan Fund and State Reserve Fund Grant proceeds.

Section 2. The officers of this unit are hereby directed to proceed with the Capital Project within the terms of the budget contained herein and the agreement contained in NCDENR plan documents.

Section 3. The following revenues are anticipated to be available to complete this project:

061-7401-322-0503	State Reserve Fund Grant	$3,000,000.00
061-7401-370-0400	State Revolving Fund Loan	$3,918,410.00
061-7401-390-0101	Contribution – City of Thomasville	$ 166,689.00
Total		$7,085,099.00

Section 4. The following expenditure amounts are appropriated for this project:

061-7401-572-4501	Administrative	$ 166,689.00
061-7401-572-4504	Engineering	$ 792,060.00
061-7401-572-5800	Contingency	$ 65,214.00
061-7401-574-7300	Construction Improvements	$6,061,136.00
Total		$7,085,099.00

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy requirements of state and federal regulations.

Section 6. Requests for funds should be made in an orderly and timely manner as funds are obligated and expenses incurred.

Section 7. The Finance Officer is directed to report timely on the financial status of each project element in Section 4 and on the total revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this Capital Project in every budget submission made to this Council.

Section 9. Copies of this Capital Project Ordinance shall be made available to the City Clerk, Budget Officer and the Finance Officer for direction in carrying out this project.

ADOPTED this 21st day of March, 2022

_____
Mayor

ATTEST:

_____
City Clerk

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
SHADI ESKAF
Director

NORTH CAROLINA
Environmental Quality

January 24, 2022

Mr. Kelly Craver, City Manager
City of Thomasville
PO Box 368
Thomasville, North Carolina 27361

Subject: Change Order No. 3
Eligibility Determination
City of Thomasville
North Hamby Creek Outfall Phase III
Sanitary Sewer
Project No. E-SRP-W-17-0051
Dellinger, Inc.
Contract No. 1

Dear Mr. Craver:

The Division of Water Infrastructure (Division) has completed its review of the subject change order and supporting documentation received September 15, 2021 and made the following determination of eligibility:

Contract Amount		Total	Eligible Amount		Contract Duration (days)	Contract Completion Date
				Notice to Proceed	12/13/2019	
Original Contract		$5,834,619.00	$5,834,619.00	Original Contract	390	1/6/2021
Change Order No.	1	$97,450.00	$97,450.00	Additional Time	0	1/6/2021
	2	$79,965.06	$79,965.06	Additional Time	7	1/13/2021
	3	$49,101.20	$49,101.20	Additional Time	5	1/18/2021
New Contract Amount		**$6,061,135.26**	**$6,061,135.26**	**New Contract Completion**	**402**	**1/18/2021**

The Division takes no position on any contract time extension associated with this change order, because the loan repayment schedule is not affected.

Please note that this determination does not change the project funding amount. Contact Mark Hubbard at 919-707-9162 if you require additional funding.

Change Order No. 3 cost includes:

Item No.	Item Description	Total	Eligible Amount
1 of 2	Additional Rock Excavation, bid item No.22	$37,110.00	$37,110.00
2 of 2	Re-Connection lateral Work, new bid item.	$11,991.20	$11,991.20
	Change Total	**$49,101.20**	**$49,101.20**

The Division finds that this change order and related procurement documentation comply with applicable regulations. However, this determination does not relieve you of the responsibility to ensure the validity of the supporting documentation including the corresponding cost and pricing data. Accordingly, this determination does not prejudice a re-determination of eligible/ineligible costs if a later review or audit discloses new facts.

File this letter with the other project documents in your possession. If you have any questions or comments, please contact Dee Browder, by email at dee.browder@ncdenr.gov or by phone at (704) 663-1699.

Sincerely,

Adrian Eaton, for

Ken Pohlig, PE, Supervisor
Wastewater Projects Unit

cc: Heather C. Miller, PE., Labella Engineering, Charlotte, NC
Ken Pohlig, PE (via email)
Mark Hubbard, PE (via email)
Dee Browder (via email)
SRP (CHO/ED) w/attachment

CITY OF THOMASVILLE
Capital Project Ordinance

BE IT ORDAINED by the Thomasville City Council that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project is hereby adopted:

Section 1. The project authorized is the North Hamby Creek Outfall Phase III Capital Project described in the LaBella Associates P. C. engineering report and the NCDENR plans and specifications. The project is financed by an appropriation of State Revolving Loan Fund and State Reserve Fund Grant proceeds.

Section 2. The officers of this unit are hereby directed to proceed with the Capital Project within the terms of the budget contained herein and the agreement contained in NCDENR plan documents.

Section 3. The following revenues are anticipated to be available to complete this project:

061-7401-322-0503	State Reserve Fund Grant	$3,000,000.00
061-7401-370-0400	State Revolving Fund Loan	$3,918,410.00
061-7401-390-0101	Contribution – City of Thomasville	$ 166,689.00
Total		$7,085,099.00

Section 4. The following expenditure amounts are appropriated for this project:

061-7401-572-4501	Administrative	$ 166,689.00
061-7401-572-4504	Engineering	$ 792,060.00
061-7401-572-5800	Contingency	$ 291,731.00
061-7401-574-7300	Construction Improvements	$5,834,619.00
Total		$7,085,099.00

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy requirements of state and federal regulations.

Section 6. Requests for funds should be made in an orderly and timely manner as funds are obligated and expenses incurred.

Section 7. The Finance Officer is directed to report timely on the financial status of each project element in Section 4 and on the total revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this Capital Project in every budget submission made to this Council.

Section 9. Copies of this Capital Project Ordinance shall be made available to the City Clerk, Budget Officer and the Finance Officer for direction in carrying out this project.

ADOPTED this 16th day of December, 2019

Raleigh York, Jr.
Mayor

ATTEST:

Wendy S Martin
City Clerk

City of Thomasville

Budget Amendment

To: City Manager

From: Finance Director TA

Date: 3/10/2022

Re: 2021-2022 Budget Amendment

A budget amendment is required to appropriate insurance proceeds from police vehicle collision claims and wind damage to the Christmas tree on Main Street near the Clock Tower, contributions/donations for replacement of the Beautification Committee Christmas tree, as well as contingency funding for LED street lighting at the I-85 and NC-109 Interchange.

GENERAL FUND

INCREASE REVENUE

010-0000-383-0100	Insurance Proceeds	$ 6,356.00
010-0000-383-0100	Insurance Proceeds	$ 8,086.00
010-0000-383-0100	Insurance Proceeds	$ 4,132.00
010-0000-383-0100	Insurance Proceeds	$ 4,218.00
Total		$22,792.00

DECREASE APPROPRIATION

010-9010-505-5800	Unallocated/Contingency	$27,000.00

INCREASE APPROPRIATION

010-5110-524-7400	Capital Outlay - Equipment	$ 6,356.00
010-5110-524-7400	Capital Outlay – Equipment	$ 8,086.00
010-5110-522-1504	Maintenance & Repairs – Vehicles	$ 4,132.00
010-5110-522-1504	Maintenance & Repairs – Vehicles	$ 4,218.00
010-5630-532-1303	Utilities/Street Lighting	$27,000.00
Total		$49,792.00

WATER/SEWER ENTERPRISE FUND

INCREASE REVENUE

030-0000-383-0100	Insurance Proceeds	$ 2,014.00

INCREASE APPROPRIATION

030-7096-572-4501	Contracted Services – Professional	$ 2,014.00

BEAUTIFICATION FUND

INCREASE REVENUE

042-0000-383-0100	Refunds/Insurance Proceeds	$8,617.00
042-0000-390-01-12	Contribution/Donation – Christmas Display	$ 520.00
Total		$9,137.00

INCREASE APPROPRIATION

042-6410-514-7400	Capital Outlay/Equipment (Christmas Display)	$8,617.00
042-6410-514-7400	Capital Outlay/Equipment (Christmas Display)	$ 520.00
Total		$9,137.00

THE FIRST AMENDMENT TO OPTION AND LAND LEASE AGREEMENT

This First Amendment to Option and Land Lease Agreement (this "***Amendment***") is made effective as of the latter signature date hereof (the "***Effective Date***") by and between **The City of Thomasville,** a municipal corporation, ("***Landlord***") and **American Towers LLC**, a Delaware limited liability company ("***Tenant***") (Landlord and Tenant being collectively referred to herein as the "***Parties***").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Land Lease Agreement dated April 29, 1993 (the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment**. Tenant shall pay to Landlord a one-time payment in the amount of **Fifteen Thousand and No/100 Dollars ($15,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before March 28, 2022; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

2. **Lease Term Extended**. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on June 1, 1993 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "***Existing Renewal Term***" and, collectively, the "***Existing Renewal Terms***"), the Lease is otherwise scheduled to expire on May 31, 2023. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of three (3) additional five (5) year renewal terms (each a "***New Renewal Term***" and, collectively, the "***New Renewal Terms***"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "***Renewal Term***" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s).

The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "***Memorandum***") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to **One Thousand and No/100 Dollars ($1,000.00)** per month (the "***Rent***"). Commencing on June 1, 2023 and every three (3) years thereafter, Rent due under the Lease, as amended herein, shall increase by an amount equal to **fifteen percent (15%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Thomasville**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

4. **Revenue Share**.

   a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord an amount equal to two hundred and No/100 Dollars ($200.00) per month for each sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant and a third party (any such party, the "***Additional Collocator***") subsequent to the Effective Date (such amount, the "***Collocation Fee***"). The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease.

   b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant of the first collocation payment paid by the Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant.

   c. Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on Tenant's communications tower, all on such terms as Tenant deems advisable, in Tenant's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.

   d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant, or Tenant's predecessors- in-interest, as applicable, and any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "***Existing Agreements***"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the

Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.

5. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Landlord Statements**. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future)

adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease (and if the existing tower is a guyed tower, then the Leased Premises also consists of 10 feet on both sides of each guy wire and extends 20 feet beyond each guy anchor). The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Notices**. The Parties acknowledge and agree that Section 11 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Thomasville, 10 Salem St., PO Box 368, NC 27361, ; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **Counterparts**. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

9. **Governing Law**. The Parties acknowledge and agree that Section 22 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

10. **Waiver**. Notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

11. **Tenant's Securitization Rights; Estoppel**. Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in the Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

12. **Taxes**. The Parties acknowledge and agree that Section 15 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "***Applicable Taxes***") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

13. **Conflict/Capitalized Terms**. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease , the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

LANDLORD:

The City of Thomasville, a municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

[*SIGNATURES CONTINUE ON FOLLOWING PAGE*]

TENANT:

American Towers LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

BEGINNING at a point near the northwestern edge of Pineywood Road (S.R. 1783) and in an existing paved drive leading to the City of Thomasville Landfill, said point being in the southeastern line of the said City of Thomasville property as shown on plat entitled "Property of City of Thomasville Landfill" prepared by Michael J. Evans, Sr. and Associates, Surveyors, dated 4/19/89 and revised 6/2/89, and being located South 41° 53' 18" West 72.34 feet from an existing iron pipe marking the easternmost corner of said City of Thomasville property (said iron pipe being labelled "58" on said plat), said point also having North Carolina State Plane Coordinate NAD 83 values of North 239086.7044 meters and East 510541.3846 meters (based on North Carolina Geodetic Survey Monument "Pine") and running thence falling near the center of said existing paved drive, the five following courses and distances: North 21° 32' 05" West and falling in on a line 25.00 feet West of and parallel to the eastern line of said City of Thomasville property 269.57 feet to a point, thence on a curve to the left having a radius of 500.00 feet, an arc distance of 267.05 feet (chord bearing and distance North 36° 50' 12" West 263.89 feet) to a point, thence on another curve to the left having a radius of 140.00 feet, an arc distance of 106.47 feet (chord bearing and distance North 73° 55' 25" West 103.92 feet) to a point, thence South 81° 10' 53" West 350.00 feet to a point, thence South 85° 30' 53" West 243.36 feet to a point; running thence on a curve to the right leaving said paved drive, and falling in on a line near the center of an existing gravel drive, said curve having a radius of 100.00 feet, an arc distance of 110.46 feet (chord bearing and distance North 61° 50' 07" West 104.95 feet) to a point; thence continuing near the center of said gravel drive North 30° 11' 07" West 68.35 feet to a point; thence North 59° 48' 53" East 25.56 feet to a point, the northeastern terminus of the herein described access and utilities easement and being in the southwestern line of the following described leased lot.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

BEGINNING at a point in the southwestern line of the herein described lease lot, said point also being the northeastern centerline terminus of the above described access and utilities easement and running thence North 39° 53' 07" West 96.65 feet to an iron rebar set; thence North 02° 39' 25" East 40.05 feet to an iron rebar set; thence South 87° 20' 35" East 148.86 feet to an iron rebar set; thence South 02° 39' 25" West 124.29 feet to an iron rebar set; thence North 87° 20' 35" West 71.56 feet to an iron rebar set; thence North 39° 53' 07" West 15.68 feet to the point and place of BEGINNING. Containing 0.35 acres more or less.

Bearings in this description are referenced to North Carolina Grid North based on North Carolina Geodetic Survey monuments "Pine" and "Sheraton".

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Site No: 97792
Site Name: Winding Creek Golf Course

Prepared by and Return to:
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Ryan Oatis, Esq.
ATC Site No: 97792
ATC Site Name: Winding Creek Golf Course NC
Assessor's Parcel No(s): 16-324-0-000-0017

Prior Recorded Lease Reference:
Book _____, Page _____
Document No: _____
State of North Carolina
County of Davidson

MEMORANDUM OF LEASE

This Memorandum of Lease (the "***Memorandum***") is entered into as of the latter signature date hereof, by and between **The City of Thomasville,** a municipal corporation ("***Landlord***") and **American Towers LLC**, a Delaware limited liability company ("***Tenant***").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease**. Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Land Lease Agreement dated April 29, 1993 (as the same may have been amended from time to time, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises is also described on **Exhibit A**.

2. **Expiration Date**. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be May 31, 2038. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

3. **Leased Premises Description**. Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal**. There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous**. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

6. **Notices**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Thomasville, 10 Salem St., PO Box 368, NC 27361; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

7. **Counterparts**. This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

8. **Governing Law**. This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

The City of Thomasville, a municipal corporation

Signature: _____
Print Name: _____
Title: _____
Date: _____

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

American Towers LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

BEGINNING at a point near the northwestern edge of Pineywood Road (S.R. 1783) and in an existing paved drive leading to the City of Thomasville Landfill, said point being in the southeastern line of the said City of Thomasville property as shown on plat entitled "Property of City of Thomasville Landfill" prepared by Michael J. Evans, Sr. and Associates, Surveyors, dated 4/18/89 and revised 6/2/89, and being located South 41° 53' 18" West 72.34 feet from an existing iron pipe marking the easternmost corner of said City of Thomasville property (said iron pipe being labelled "58" on said plat), said point also having North Carolina State Plane Coordinate NAD 83 values of North 239086.7044 meters and East 510541.3846 meters (based on North Carolina Geodetic Survey Monument "Pine") and running thence falling near the center of said existing paved drive, the five following courses and distances: North 21° 32' 08" West and falling in on a line 25.00 feet West of and parallel to the eastern line of said City of Thomasville property 289.57 feet to a point, thence on a curve to the left having a radius of 500.00 feet, an arc distance of 267.05 feet (chord bearing and distance North 36° 50' 12" West 263.89 feet) to a point, thence on another curve to the left having a radius of 140.00 feet, an arc distance of 106.47 feet (chord bearing and distance North 73° 55' 25" West 103.92 feet) to a point, thence South 81° 10' 53" West 350.00 feet to a point, thence South 85° 30' 53" West 243.36 feet to a point; running thence on a curve to the right leaving said paved drive, and falling in on a line near the center of an existing gravel drive, said curve having a radius of 100.00 feet, an arc distance of 110.46 feet (chord bearing and distance North 61° 50' 07" West 104.95 feet) to a point; thence continuing near the center of said gravel drive North 30° 11' 07" West 88.38 feet to a point; thence North 59° 48' 53" East 25.56 feet to a point, the northeastern terminus of the herein described access and utilities easement and being in the southwestern line of the following described leased lot.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

BEGINNING at a point in the southwestern line of the herein described lease lot, said point also being the northeastern centerline terminus of the above described access and utilities easement and running thence North 39° 53' 07" West 96.65 feet to an iron rebar set; thence North 02° 39' 25" East 49.05 feet to an iron rebar set; thence South 87° 20' 35" East 148.86 feet to an iron rebar set; thence South 02° 39' 25" West 124.29 feet to an iron rebar set; thence North 87° 20' 35" West 71.56 feet to an iron rebar set; thence North 39° 53' 07" West 15.68 feet to the point and place of BEGINNING. Containing 0.35 acres more or less.

Bearings in this description are referenced to North Carolina Grid North based on North Carolina Geodetic Survey monuments "Pine" and "Sheraton".

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by ***ALL*** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but ***ONE HUNDRED PERCENT (100%)*** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:
American Tower
Attn: Land Management/Ryan Oatis, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 16-324-0-000-0017

RESOLUTION AND CONSENT AFFIDAVIT

The City of Thomasville, a municipal corporation

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "***Affiants***") of the above referenced entity (the "***Landlord***"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **American Towers LLC**, a Delaware limited liability company (the "***Tenant***") pursuant to that certain Option and Land Lease Agreement dated April 29, 1993 (as the same may have been amended from time to time, collectively, the "***Lease***").

2. Landlord and Tenant desire to enter into an amendment of the Lease (the "***Amendment***") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.

3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.

4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.

5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and

Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.

6. The Affiants hereby nominate the below listed individual (the "***Nominee***") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name) _____
(Address) _____
_____
_____

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.

8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.

9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

THOMASVILLE MEMORIAL DAY PARADE ROUTE ROAD CLOSURE ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF THOMASVILLE that the following section is adopted as the Thomasville Memorial Day Parade Route Road Closure Ordinance, to be included in the Code of Ordinances, City of Thomasville, Section 78. Traffic and Vehicles, Article I. In General.

Sec. 78-24. Thomasville Memorial Day Parade Route Road Closure of the Code of Ordinances, City of Thomasville, North Carolina, is hereby amended. It shall read in its entirety as follows:

Article I. In General
Sec. 78-24. Thomasville Memorial Day Parade Route Road Closure

The City Council of the City of Thomasville, pursuant to the authority granted by G.S. 20-169, does hereby declare a temporary road closure during the date and time set forth below on the following described portion of a State Highway System route:

Date: Monday, May 30, 2022
Time: 7:30 A.M. – 11:00 A.M
Route Description: Streets to be closed as follows:

- West Main Street starting at Winston Street to East Main Street at Memorial Park Drive;
- Salem Street at Stadium Drive; and
- Emma Street.

This ordinance shall be in effect when signs are erected giving notice of the limits and times of the celebration and implementation of adequate traffic control to guide through vehicles around the celebration area.

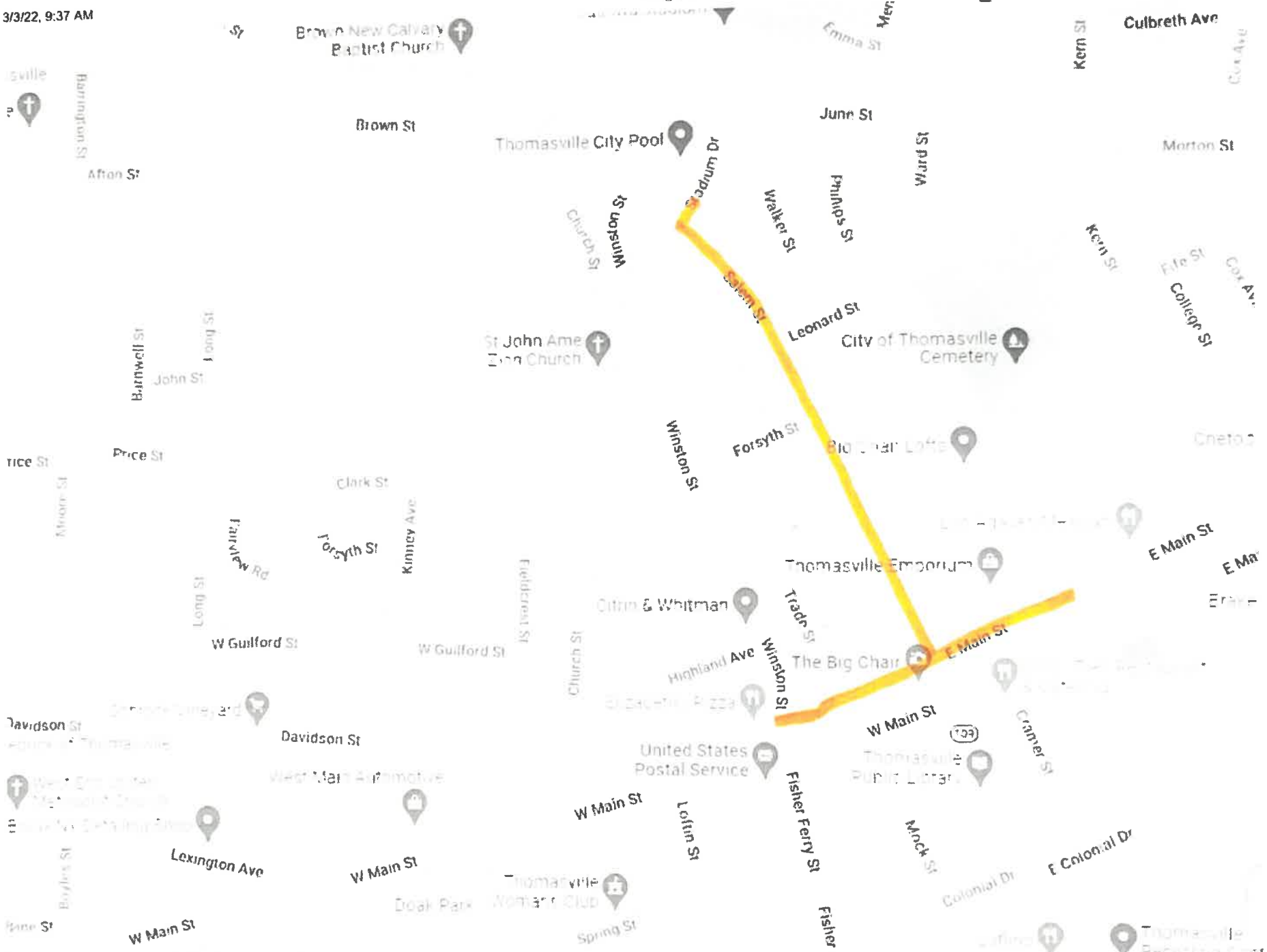
All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

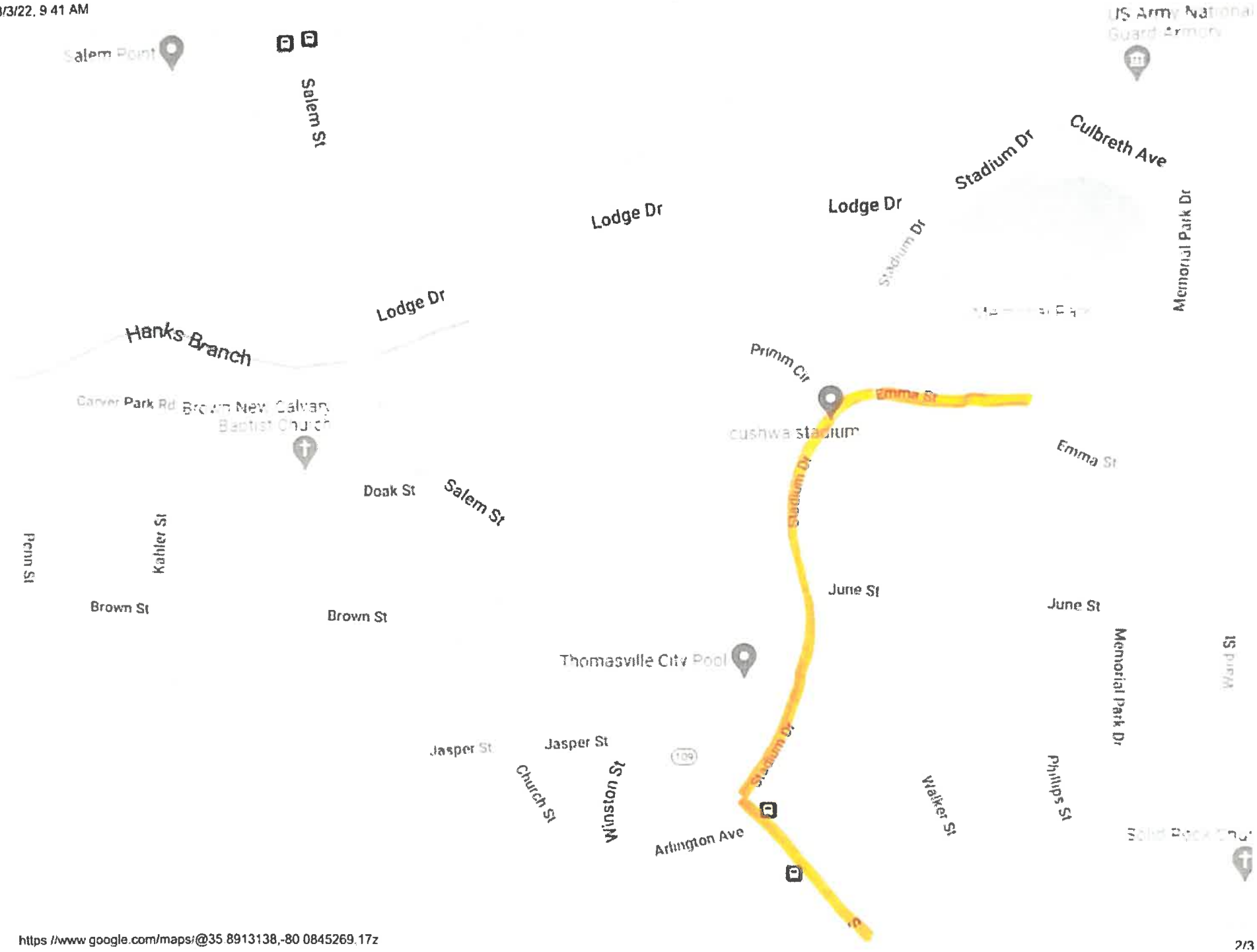
Adopted this 21st day of March, 2022.

_____
Raleigh York, Jr., Mayor

ATTEST:

_____
Wendy S. Martin, City Clerk


Brown New Calvary Baptist Church
Brown St
Thomasville City Pool
June St
Emma St
Culbreth Ave
Kern St
Morton St
Afton St
Barrington St
Wood Dr
Walker St
Phillips St
Ward St
Church St
Winston St
Salem St
Leonard St
City of Thomasville Cemetery
College St
St John Ame Zion Church
Barnwell St
John St
Long St
Price St
Clark St
Forsyth St
Kinney Ave
Fairview Rd
Elderest St
Winston St
Forsyth St
Big Chair Lofts
Thomasville Emporium
E Main St
Citrin & Whitman
Trade St
W Guilford St
Highland Ave
The Big Chair
Davidson St
United States Postal Service
W Main St
Cramer St
Fisher Ferry St
Loftin St
Mock St
Lexington Ave
Doak Park
Thomasville Woman's Club
Spring St
Colonial Dr
E Colonial Dr
Fisher St
Thomasville Recreation Center


Salem Point
Salem St
Lodge Dr
Lodge Dr
Lodge Dr
Stadium Dr
Culbreth Ave
Stadium Dr
Memorial Park Dr
Hanks Branch
Carver Park Rd
Brown New Calvary Baptist Church
Primm Cir
Emma St
Cushwa Stadium
Emma St
Doak St
Salem St
Stadium Dr
Penn St
Kahler St
Brown St
Brown St
June St
June St
Thomasville City Pool
Memorial Park Dr
Jasper St
Jasper St
Church St
Winston St
Stadium Dr
Walker St
Phillips St
Arlington Ave