



**Town of Davidson
Board of Commissioners Regular Meeting
Town Hall & Community Center Council Chamber – 251 South Street
Tuesday, July 22, 2025 at 6:00 PM**

I. CALL TO ORDER

II. ANNOUNCEMENTS

III. PRESENTATION

a. Davidson Police Department Promotions & Swearing In

IV. CHANGES / ADOPTION OF THE AGENDA

V. PUBLIC COMMENT - The Board shall provide at least one period for public comment per month at a regular meeting.

Prior to the start of the public comment period, persons wishing to address the Board of Commissioners will register on a sign-up sheet stationed by the meeting room door.

VI. CONSENT

Consent items are typically non-controversial and routine items. Prior to the board's adoption of the meeting agenda, the request of any member to have an item moved from the consent agenda to old business must be honored by the board. All items on the consent agenda must be voted on and adopted by a single motion.

a. Consider Approval of Draft June Meeting Minutes

Summary: Draft Meeting Minutes from June 10 and June 24 regular meetings and the June 17 special meeting.

b. Consider Approval of Budget Amendment 2026-01

Summary: Budget Amendment 2026-01 provides budget authority for the purchase of the four remaining Parkside Commons affordable housing units, which the Board has previously agreed to purchase. Revenue will come from the resale of the units and fund balance from a contribution by the Davidson Community Foundation.

c. Consider Approval of Budget Amendment 2026-02

Summary: Budget Amendment 2026-02 provides budget authority for the maintenance and repair of homes owned through the affordable housing program that will be funded from rent revenue received on those homes.

d. Consider Approval of Budget Amendment 2026-03

Summary: Budget Amendment 2026-03 provides budget authority to transfer \$375,000 of Fund Balance from the general fund to the Fire Station #1 Capital Project Fund. As previously discussed by the Board, these funds will be used to fund required costs related to the construction of a new Fire Station #1.

e. Consider Approval of Resolution 2025-17 Authorizing the Conveyance of 509 Annie Lowery Way to an Income-Qualified Buyer

Summary: The Town owns a town home located at 509 Annie Lowery Way at Parkside Commons in Davidson. This property is designated as an affordable home in the Town of Davidson's Affordable Housing Program. The Town plans to sell the unit to buyers who meet the requirements of the Affordable Housing Program and will attach covenants and terms to the conveyance so the property will remain in the Affordable Housing Program for a designated term. The Town Clerk will publish a notice summarizing the contents of the attached resolution and the property may be sold after 10 days. This item includes a resolution which authorizes the conveyance of the property and authorizes the Town Manager to execute all necessary documents.

f. Consider Approval of Resolution 2025-18 Authorizing the Conveyance of 513 Annie Lowery Way to an Income-Qualified Buyer

Summary: The Town owns a town home located at 513 Annie Lowery Way at Parkside Commons in Davidson. This property is designated as an affordable home in the Town of Davidson's Affordable Housing Program. The Town plans to sell the unit to buyers who meet the requirements of the Affordable Housing Program and will attach covenants and terms to the conveyance so the property will remain in the Affordable Housing Program for a designated term. The Town Clerk will publish a notice summarizing the contents of the attached resolution and the property may be sold after 10 days. This item includes a resolution which authorizes the conveyance of the property and authorizes the Town Manager to execute all necessary documents.

g. Consider Approval of Amendment to Resolution 2025-02 Streets Acceptance for Kenmare

Summary: At the January 14, 2025 meeting, the Board approved Resolution 2025-02 Streets Acceptance of Kenmare. Staff is requesting an amendment to Resolution 2025-02 to correct Sunnyhill Grove Road from .42 miles to .38 miles.

VII. BUSINESS ITEMS

a. Discussion of Sloan House Proposals for Preservation and Adaptive Reuse/Redevelopment

Presenter: Lindsay Laird, Senior Planner

Summary: In 2023, the Town commissioned a building conditions assessment and use study for the Louise Sloan House, located at 230 South Main Street. The purpose of the study was to ascertain the current material health of the building, form recommendations for ongoing maintenance, and brainstorm possible adaptive

reuse strategies sensitive to the building's historic character. Based on the Sloan House study, the Town issued a Request for Proposals (RFP) for adaptive reuse of the Sloan House in early March 2025. The Town received three proposals for adaptive reuse/redevelopment. Concepts included an inn, a violin shop, and a tapas restaurant/wine bar. An RFP Review Committee carefully reviewed each proposal against what was asked for in the RFP and recommended the tapas restaurant/wine bar concept as the preferred option.

The Town's RFP is available at www.townofdavidson.org/sloanhouse.

Action/Proposed Motion: This item is for discussion only.

b. Consider Approval of Oak Hill Phase 2 Affordable Housing Partnership

Presenter: Austin Nantz, Assistant Town Manager

Summary: Community Housing Partners (CHP) is developing 46 affordable units (Oak Hill Phase 2) for individuals at 30-80% of the area median income (AMI). This roughly \$15 million development is currently working through the planning process with the Town and Mecklenburg County. The project has a \$1.67 million gap in funding. The Town, Mecklenburg County, and the City of Charlotte, as administrators of the federal HOMES program for our region, are proposing a partnership to fill the funding gap on this project.

Action/Proposed Motion: Motion to approve Budget Amendment 2026-04 allocating \$500,000 from the Affordable Housing Fund to fund the Oak Hill Phase 2 project and authorize the Town Manager to work with all parties and negotiate and execute the terms of an agreement with Community Housing Partners.

c. Consider Adoption of Ordinance 2025-07 Solicitors and Peddlers

Presenter: Philip Geiger, Police Chief

Summary: Town of Davidson Municipal Code of Ordinances that pertain to Solicitation and Peddling are inconsistent with the current case law and have been revised in a manner that aligns with current law and our Core Values/Strategic Plan. The Town has identified reasonable time, place and manner restrictions on door-to-door solicitations and peddling upon public property. Attached to the agenda is the current Ordinance - Article IV and Ordinance 2025-07 that would replace the current ordinance. This item was previously discussed at the June 24 meeting.

Action/Proposed Motion: Motion to adopt Ordinance 2025-07 Amending Chapter 18 – Businesses and Business Regulations, Article IV Solicitors and Peddlers and amend the FY26 Fee Schedule, as applicable.

d. Discussion of 2025 Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan

Presenter: Ryan Monteith, Fire Chief

Summary: The Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan is a comprehensive plan that identifies risks and capability assessment within Mecklenburg County. The 2025 update to the plan has been approved by North Carolina Emergency Management and sent to FEMA for final approval. Adoption of the plan by all municipalities within Mecklenburg County is required. The 2025

plan update covers risks, capability assessment, and action items specific to the Town of Davidson. [Click here](#) to view the plan.

Action/Proposed Motion: This item is for discussion only.

VIII. SUMMARIZE MEETING ACTION ITEMS

Town Manager will summarize items where the board has requested action items for the staff.

IX. ADJOURN



June 10, 2025

**SECOND TUESDAY MEETING
TOWN OF DAVIDSON BOARD OF COMMISSIONERS**

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, June 10, 2025 in the Town Hall and Community Center Council Chamber. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Autumn Riersen Michael, and Ted Stauffer. Commissioner Tracy Mattison-Brandon was absent. Town Manager Jamie Justice, Assistant Town Manager Austin Nantz, Town Attorney Karen Wolter, and Town Clerk Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:00 p.m.

- **ANNOUNCEMENTS**

Town Clerk Betsy Shores announced the following:

The Charlotte Symphony Orchestra will perform this evening, Wednesday, June 11, at 7:00 p.m. on the Davidson Town Green. Join neighbors and friends for an evening of music under the stars. The free event will feature the Charlotte Symphony in concert, treats, and family fun -- courtesy of Trane Technologies five-year anniversary. Pack a picnic and bring the whole family as we come together for a festive summer celebration.

The Town of Davidson Police Department will host Coffee with a Cop on Friday, June 13, from 10:00 a.m. - 11:00 a.m. at State Fair Mini Donuts, 301 Depot Street. All are welcome to attend! Coffee with a Cop is a national program which aims to bring police officers and the community members they serve together - over coffee, to discuss issues and learn more about each other

The Davidson Police Department will host the 7th Annual Cone with a Cop event on Saturday, June 14 between 11:00 a.m. and 1:00 p.m. at Whit's Frozen Custard, 130 Harbour Place Drive (Suite 170). This event will focus on promoting personal safety for children and families through interactive and educational activities while enjoying frozen vanilla or chocolate custard. This weekend's concert on the green will feature Band of Oz on Sunday, June 15, from 6:00 p.m. – 8:00 p.m.

On Monday, June 16, join the Town of Davidson & Ben & Jerry's for Monday Movie Madness and watch Goonies in the Ben & Jerry's Parking Lot. Bring your blankets, lawn chairs, and the movie will begin at dusk.

All Town of Davidson municipal offices, including the Davidson Town Hall and Community Center and the Davidson Public Safety building will be closed on Thursday, June 19 in observance of Juneteenth. Offices will re-open on Friday June 20 for regular business hours, 8:00 a.m. – 5:00 p.m.

The Fifth Annual Juneteenth Celebration will take place on Thursday, June 19 from 6:00 p.m. – 8:00 p.m. at the Ada Jenkins center. This year, the event will be held mostly indoors throughout the entire Ada Jenkins campus and will have a much heavier emphasis on education as it relates to the historic African American communities in the Lake Norman area.

Mayor Knox read proclamations for **Pride Month**, and **Juneteenth**.

- **CHANGES/ADOPTION OF THE AGENDA**

There were no changes to the agenda.

Commissioner Rierson Michael made a motion to adopt the agenda. The motion passed unanimously (4-0).

- **PRESENTATION**

Charlotte-Mecklenburg Schools (CMS) School Board member Melissa Easley, representing north Mecklenburg in District 1, provided an update to the Town Board and Davidson community on CMS activities.

- **BUSINESS ITEMS**

(a) Recreation Operations Manager Gina Carmon presented the proposed **Non-Profit Grant Program Changes for FY2026**. The Town of Davidson offers annual grants to nonprofit organizations that provide services and programs to benefit Davidson residents. As part of the Town's continued efforts to ensure transparency, consistency, and alignment with strategic goals, staff have reviewed and updated the Non-Profit Grant Program for Fiscal Year 2026.

Given the Town's limited grant funding pool of \$50,000, and the recent increase in applications, it has become necessary to revise the program process to ensure a more equitable distribution of funds and clearer evaluation criteria. These updates help prioritize projects that provide direct, demonstrable benefit to Davidson residents, support impactful outcomes, and maintain accountability and alignment with town priorities. Key updates include limiting funding requests to fixed amounts (\$2,500 or \$5,000), requiring applicants to provide specific evidence of service to Davidson residents, mandating a final report on fund usage by June 30 of every fiscal year, and ensuring that all proposed projects align with at least one of the Town's Core Values or Strategic Plan initiatives. These changes aim to streamline the program process, ensure that the funds awarded directly benefit the Davidson community, and reinforce the town's commitment to accountability, impactful outcomes, and strategic investment. The Board will consider adoption of the Non-Profit Grant Program Changes on the June 24 consent agenda.

(b) Finance Director Piet Swart reviewed the **Manager's Recommended FY2026 Budget, Capital**

Improvement Plan, and Fee Schedule. The budget was presented to the board on May 13, 2025, and a public hearing was held on May 27, 2025.

Commissioner Justus made a motion to adopt the FY2026 Budget Ordinance 2025-06, the FY2026-2030 Capital Improvement Plan, and the FY2026 Fee Schedule as presented. The motion passed unanimously (4-0).

- **SUMMARIZE MEETING ACTION ITEMS**

Town Manager Justice summarized the meeting action items.

- **CLOSED SESSION**

Commissioner Rierson Michael made a motion to move to closed session per NCGS §143-318.11 (a) (6) – Personnel at 7:05 p.m. The motion passed unanimously (4-0).

Commissioner Fay made a motion to end the closed session and return to open session at 8:36 p.m. The motion passed unanimously (4-0).

- **ADJOURN**

Commissioner Stauffer made a motion to adjourn the meeting. The motion passed unanimously (4-0).

The meeting adjourned at 8:39 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor



June 17, 2025

**TOWN OF DAVIDSON BOARD OF COMMISSIONERS
SPECIAL MEETING**

The Town of Davidson Board of Commissioners held a special meeting on Tuesday, June 17, 2025 in the Town Hall and Community Center. Present were Mayor Rusty Knox, Commissioners Ryan Fay, Steve Justus, Tracy Mattison-Brandon, and Ted Stauffer. Commissioner Autumn Rierson Michael was present via Zoom. Town Manager Jamie Justice, Assistant Town Manager Austin Nantz, Town Attorney Kevin Bringewatt, and Town Clerk Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:00 p.m.

- **CLOSED SESSION**

Commissioner Fay made a motion to move to closed session per NCGS §143-318.11 (a) (5) – Real Property and invite Planning Director Jason Burdette, Affordable Housing Coordinator Taylor Craven, DFI Senior Project Manager Sonyia Turner, and DFI Intern Ian Skahill to join the closed session at 6:00 p.m. The motion passed unanimously (4-0).

Commissioner Mattison-Brandon made a motion end the closed session at 8:15 p.m. The motion passed unanimously (5-0).

- **ADJOURN**

Commissioner Mattison-Brandon made a motion to adjourn the meeting. The motion passed unanimously (4-0).

The meeting adjourned at 8:17 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor



June 24, 2025

**FOURTH TUESDAY MEETING
TOWN OF DAVIDSON BOARD OF COMMISSIONERS**

The Town of Davidson Board of Commissioners held its regularly scheduled meeting on Tuesday, June 24, 2025 in the Town Hall and Community Center Council Chamber. Present were Mayor Knox, Commissioners Tracy Mattison-Brandon, Autumn Rierson Michael, Steve Justus, and Ted Stauffer. Commissioner Ryan Fay was absent. Town Manager Jamie Justice, Assistant Town Manager Austin Nantz, Town Attorney Kevin Bringewatt, and Town Clerk Betsy Shores were also present.

- **CALL TO ORDER**

Mayor Knox called the meeting to order at 6:00 p.m.

- **ANNOUNCEMENTS**

Town Clerk Betsy Shores announced the following:

Solarize Charlotte-Mecklenburg program soft-launched earlier this month. This is a program for homeowners, non-profits, and businesses to save on the cost of solar energy and battery storage through a community-based solar energy group purchasing program. If you are interested in adding solar to your home, pre-enrollment is available on the Solar Crowdsourcing Website for Solarize Charlotte Mecklenburg.

All Town of Davidson municipal offices, including the Davidson Town Hall and Community Center and the Davidson Public Safety building will be closed on Friday, July 4 in observance of Independence Day. Offices will re-open on Monday, July 7 for regular business hours, 8:00 a.m. – 5:00 p.m. Trash collection will be on a one-day delay.

Residents are invited to celebrate our nation's independence on Friday, July 4, with a patriotic stroll along South Street to the Town Green beginning at 5:30 p.m. from the Davidson Town Hall and Community Center, followed by a Concert on the Green at 6:00 p.m. featuring Buffett & Beyond. All participants of the patriotic stroll are encouraged to dress in festive attire and to decorate their wagons, bicycles, strollers, and pets in red, white, and blue. A color guard comprised of members of the Davidson Police and Fire departments will lead the community up South Street onto Main Street to the Town Green.

Mark your calendar for Saturday, July 26 for Party with Parks and Rec Day from 11 am to 2 pm at Beaty Park. This fun event will be in celebration of National Parks and Recreation Month. Come interact with the Town's Parks and Recreation Department staff, listen to live music, play games, and more!

As a reminder, the Board of Commissioners' July 8 meeting has been canceled. The next regularly scheduled meeting will be on Tuesday, July 22, at 6:00 p.m.

The **Davidson Police Department** held a **promotion ceremony** for Lieutenant Greg Frostbutter, Sergeant Dennis Glenn, Sergeant Kaitlin Abert, Sergeant Joe Squashic, Corporal Derek Easter, and Corporal Lee Esposito.

Mayor Knox read proclamations for **Parks and Recreation Month** and **Plastic Free July**.

Commissioner Ted Stauffer thanked Trane and Town Staff for the Concert on the Green with the Charlotte Symphony.

- **CHANGES/ADOPTION OF THE AGENDA**

No changes to the agenda.

Commissioner Rierson Michael made a motion to adopt the agenda. The motion passed unanimously (4-0).

- **PRESENTATION**

Davidson Community Players Executive Director Steve Kaliski will presented an update on the proposed Armour Street Theatre renovation and expansion.

- **PUBLIC COMMENT**

The public comment period opened at 6:49 p.m. and closed at 7:10 p.m. Seven people spoke during the public comment period.

George Adams spoke about Veterans Day and a speaker with ties to Davidson, Charlotte, or North Carolina.

Akeeba Rivens spoke in support of the Armour Street Theatre expansion.

Steve Sonnenberg spoke in opposition of DEI.

Brooklyn Madding spoke in support of the Armour Street Theatre expansion.

Jane Campbell spoke about the Veterans Monument Committee and the Veterans Day speaker.

Meg Kimmel spoke about the Davidson Community Players and in support of the Armour Street Theatre expansion.

Bob Dunn spoke the Veterans Day speaker.

- **CONSENT AGENDA**

Approval of May Meeting Minutes

Approval of River Run Phase 6 Multi-use Path Easement Acceptance

Approval of Resolution 2025-14 Removal of Jetton Street Sidewalk Project (Project EB-5971) from CRTPO's Transportation Improvement Program (TIP)

Approval of Resolution 2025-15 to exempt the Spirited Cyclist Club event, Lake Norman Fondo, on August 17, 2025 from Section 54-1 of the Davidson Municipal Code

Approval of Resolution 2025-16 to exempt the Davidson Lands Conservancy event, Run for Green, on September 27, 2025 from Section 54-1 of the Davidson Municipal Code

Approval of FY2026 Non-Profit Grant Program

Approval of Critical Home Repair Program Updates

Commissioner Mattison-Brandon made a motion to approve the consent agenda. The motion passed unanimously (4-0).

- **BUSINESS ITEMS**

(a) Police Chief Phil Geiger discussed with the Board of Commissioners **proposed changes to the Solicitation and Peddling Ordinance**. The current Town of Davidson Municipal Code of Ordinances that pertain to Solicitation and Peddling are inconsistent with current case law. The proposed changes have been revised in a manner that aligns with current law and our Core Values/Strategic Plan. The Town has identified reasonable time, place, and manner restrictions on door-to-door solicitations and peddling upon public property. The Board of Commissioners will be asked to consider approval of the Solicitation and Peddling Ordinance at the July 22, 2025 meeting.

- **ADJOURN**

Commissioner Justus made a motion to adjourn the meeting. The motion passed unanimously (4-0).

The meeting adjourned at 7:23 p.m.

Attest:

Elizabeth K. Shores
Town Clerk

Rusty Knox
Mayor

AMENDMENT TO THE BUDGET ORDINANCE

BE IT ORDAINED by the Governing Board of the Town of Davidson, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026:

Section 1: To amend the Affordable Housing Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
52-40-4920-495	Land and Houses		\$ 1,040,000.00

Budgeted expenditures will fund the purchase of Parkside Commons units 5, 6, 7, and 8 (at \$260,000 each) for resale under the Affordable Housing program.

Section 2: To amend the Affordable Housing Fund, the estimated revenues are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
52-40-3835-820	Proceeds of Sale		\$ 840,000.00
52-40-3998-980	Fund Balance Appropriated		\$ 200,000.00

Homes sale revenue for Parkside Commons units 5, 6, 7, 8. The Davidson Community Foundation provided a grant in FY25 to partially fund the purchase and resale of 8 total Parkside Commons units which will be sold to a qualified buyer.

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 22nd day of July, 2025

By: _____

Rusty Knox
Mayor

Attest:

Elizabeth K. Shores
Town Clerk

AMENDMENT TO THE BUDGET ORDINANCE

BE IT ORDAINED by the Governing Board of the Town of Davidson, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026:

Section 1: To amend the Affordable Housing Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
52-40-4940-351	Maintenance and Repair - Buildings		\$ 30,000.00

Budgeted expenditures will fund home repairs of homes owned by the Town in the Affordable Housing program.

Section 2: To amend the Affordable Housing Fund, the estimated revenues are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
52-40-3611-000	AH Home Rent Revenue		\$ 30,000.00

Rent income will be used to fund home repairs as needed

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 22nd day of July, 2025

By: _____

Rusty Knox
Mayor

Attest:

Elizabeth K. Shores
Town Clerk

AMENDMENT TO THE BUDGET ORDINANCE

BE IT ORDAINED by the Governing Board of the Town of Davidson, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026:

Section 1: To amend the General Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-40-9910-633	Contribution to Capital Projects		\$375,000.00

Budgeted expenditures will be transferred to the Fire Station Capital Projects Fund

Section 2: To amend the General Fund, the estimated revenues are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
10-00-3990-980	Fund Balance Appropriated		\$375,000.00

Fund Balance will be used to fund the Fire Station Capital Projects Fund.

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 22nd day of July, 2025

By: _____

Rusty Knox

Mayor

ATTEST:

Elizabeth K. Shores

Town Clerk



RESOLUTION 2025-17
APPROVING CONVEYANCE OF 509 ANNIE LOWERY WAY

WHEREAS, North Carolina General Statutes 160A-267 authorizes a municipality to convey in fee simple interest the private sale of real property for low or moderate income housing; and

WHEREAS, the Town of Davidson owns a home located at 509 Annie Lowery Way, Parcel ID 00324406, identified in Exhibit A, designated as a property in the Town of Davidson's Affordable Housing Program; and

WHEREAS, the Town of Davidson will convey 509 Annie Lowery Way to identified buyers who meet the requirements of the Town's Affordable Housing Program; and

WHEREAS, the Town of Davidson will attach covenants and terms to the conveyance so the property will remain in the Affordable Housing Program for a designated term.

NOW THEREFORE BE IT RESOLVED the Town of Davidson Board of Commissioners does hereby resolve:

- 1) The Town Clerk will publish notice summarizing the contents of this resolution and the property may be sold after the 10 days publication of this notice;
- 2) The Town Manager is authorized to execute all documents necessary to convey in fee simple title the real properties identified above to qualified buyers;
- 3) The conveyance documents will include terms and conditions of the Affordable Housing Program to assure the properties remain in the program for a designated term.

Adopted on the ____ day of ____ 2025.

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk

Approved form: _____
Town Attorney



RESOLUTION 2025-18
APPROVING CONVEYANCE OF 513 ANNIE LOWERY WAY

WHEREAS, North Carolina General Statutes 160A-267 authorizes a municipality to convey in fee simple interest the private sale of real property for low or moderate income housing; and

WHEREAS, the Town of Davidson owns a home located at 513 Annie Lowery Way, Parcel ID 00324407, identified in Exhibit A, designated as a property in the Town of Davidson's Affordable Housing Program; and

WHEREAS, the Town of Davidson will convey 513 Annie Lowery Way to identified buyers who meet the requirements of the Town's Affordable Housing Program; and

WHEREAS, the Town of Davidson will attach covenants and terms to the conveyance so the property will remain in the Affordable Housing Program for a designated term.

NOW THEREFORE BE IT RESOLVED the Town of Davidson Board of Commissioners does hereby resolve:

- 1) The Town Clerk will publish notice summarizing the contents of this resolution and the property may be sold after the 10 days publication of this notice;
- 2) The Town Manager is authorized to execute all documents necessary to convey in fee simple title the real properties identified above to qualified buyers;
- 3) The conveyance documents will include terms and conditions of the Affordable Housing Program to assure the properties remain in the program for a designated term.

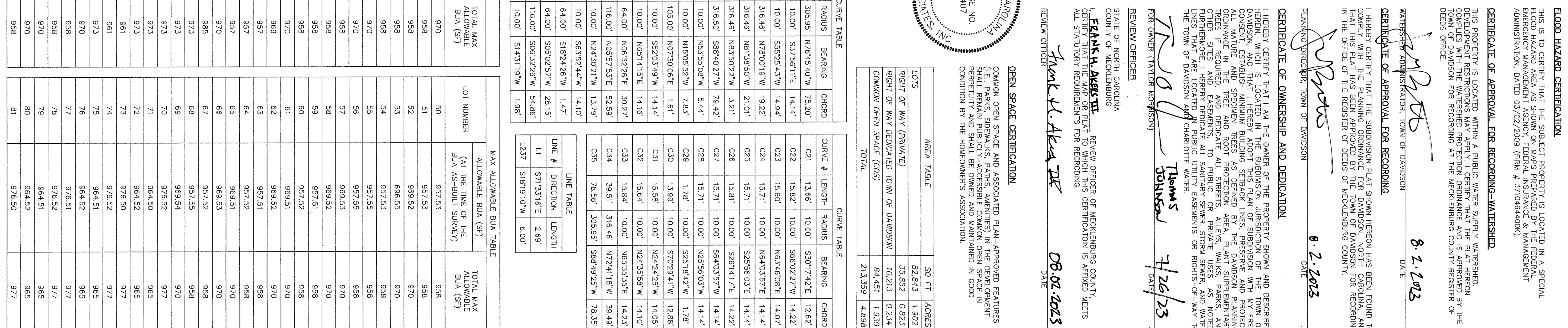
Adopted on the ____ day of ____ 2025.

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk

Approved form: _____
Town Attorney





**AMENDMENT TO RESOLUTION 2025-02
ACCEPTING STREET MAINTENANCE FOR KENMARE**

WHEREAS, Kenmare Crossing Road, 0.22 miles; Sound Road, 0.26 miles; Sunnyhill Grove Road, ~~0.42~~ **.38 miles**; Williams Place Alley, 0.18 miles; Parnell Place, 0.16 miles; Marquis Street, 0.14 miles; have been constructed as public roadways in accordance with Town standards and the applicant has requested the Town undertake the responsibility to maintain such public roadway; and

WHEREAS, the final approval of said streets has been granted by the Mecklenburg County Engineer; and

WHEREAS, at least 51% of the lots fronting on the street or streets requested for maintenance have a habitable dwelling unit located thereon; and

WHEREAS, the Town of Davidson Board of Commissioners has approved the final Subdivision Plat for these streets.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners that the Town of Davidson accept the responsibility of maintaining the public roadways in Kenmare.

Adopted on the 14 of January 2025.

Amended on the ____ of ____ 2025.

Attest:

Rusty Knox
Mayor

Elizabeth K. Shores
Town Clerk



AGENDA MEMO

To: Davidson Board of Commissioners

From: Lindsay Laird, Senior Planner

Date: July 22, 2025

Re: Discussion of Sloan House Proposals for Preservation and Adaptive Reuse/Redevelopment

ITEM SUMMARY/OVERVIEW

In 2023, the Town commissioned a building conditions assessment and use study for the Louise Sloan House, located at 230 South Main Street. The purpose of the study was to ascertain the current material health of the building, form recommendations for ongoing maintenance, and brainstorm possible adaptive reuse strategies sensitive to the building's historic character. Based on the Sloan House study, the Town issued a Request for Proposals (RFP) for adaptive reuse of the Sloan House in early March 2025. The Town received three proposals for adaptive reuse/redevelopment. Concepts included an inn, a violin shop, and a tapas restaurant/wine bar. An RFP Review Committee carefully reviewed each proposal against what was asked for in the RFP and recommended the tapas restaurant/wine bar concept as the preferred option.

The Town's RFP is available at www.townofdavidson.org/sloanhouse.

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Healthy, Livable, & Vibrant Community – Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

Historic Preservation – Preserve the historic character of our Town, including its people, places, & stories. Honor the history of our residents through their lived experiences.

Economic Development – Attract diverse commercial development contributing to Davidson's unique economy and support new initiatives to create local jobs and add to the vibrancy of the community.

Core Values

Open communication is essential to an engaged citizenry, so town government will seek and provide accurate, timely information and promote public discussion of important issues.

Davidson's traditional character is that of a small, historic college town, so land planning will reflect its historic patterns of village-centered growth including connection of neighborhoods, preservation of our historic resources, conservation of rural area, and provision of public spaces.

Davidson's economic health is essential to its remaining a sustainable community, so town government will judiciously encourage and guide the location of new business opportunities

NEXT STEPS

The Board of Commissioners will be asked to consider approval of the recommended proposal and authorization of the Town Manager to move forward with the contract and sale of the Sloan House at the August 12, 2025, meeting. If approved, staff will work to finalize deed restrictions, a preservation easement, etc. and execute the sale of the property in partnership with the Charlotte-Mecklenburg Historic Landmarks Commission.



Sloan House Request for Proposals for Preservation & Adaptive Reuse/Redevelopment

Lindsay Laird
Senior Planner
July 22, 2025

www.townofdavidson.org

A. Introduction

1. Background
2. Request for Proposals (RFP) Content

B. Overview of Proposals Received

1. Inn
2. Violin Shop
3. Tapas Restaurant

C. RFP Review Committee Review & Recommendation

D. Timeline & Next Steps

Background - Adopted Plans

Historic Preservation Plan

Action Items:

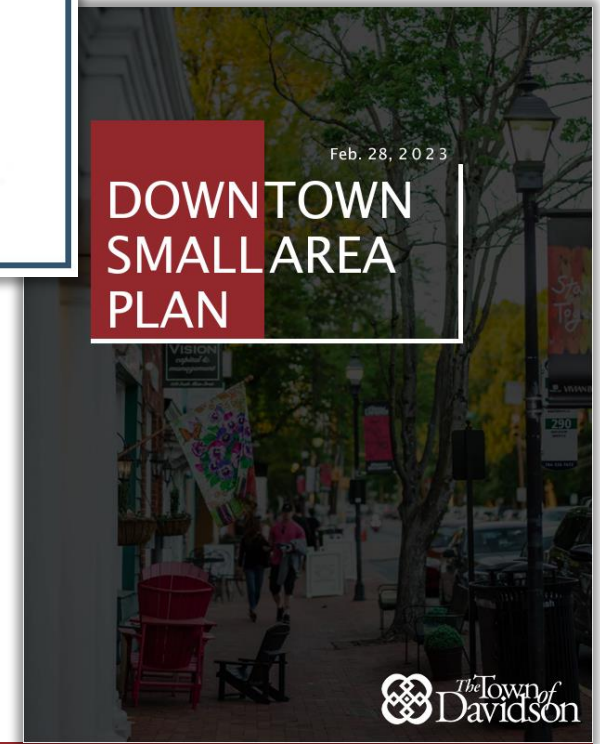
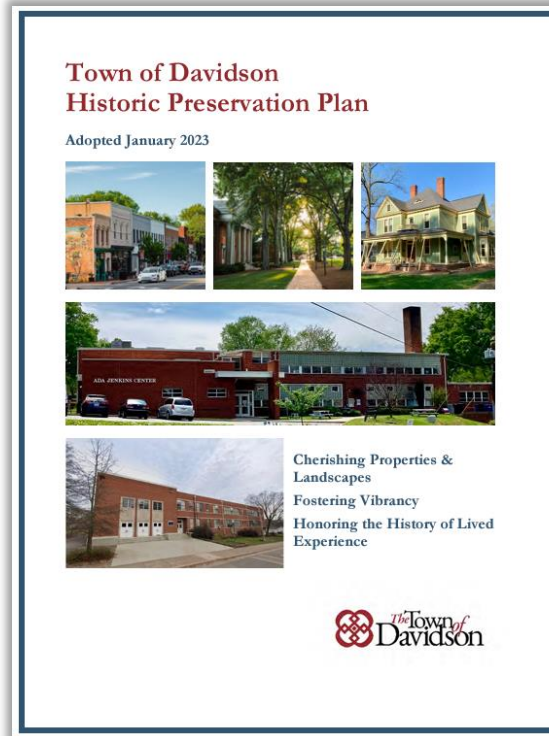
- ☐ 5.4.A: Explore opportunities for town-owned assets downtown.
- ☐ 5.4.B: Enhance accessible connections to downtown in every direction through placemaking initiatives, especially from West Davidson to downtown and from downtown to South Main Street.
- ☐ 6.2.B: For Town-owned properties within the National Register historic district: (1) Follow the Secretary of the Interior's Standards for the Treatment of Historic Properties (where feasible) when rehabilitating contributing structures; and (2) Place restrictive preservation covenants on properties with historical significance prior to their sale.

Downtown Small Area Plan

Issue: People don't walk from North Main Street to South Main Street. How might we make it easier to walk from N/S or S/N Main Street?

Ideas: Create interest and focal points along the way:

- ☐ Create a food court in Town Hall [horseshoe] parking lot.
- ☐ Town Hall and Sloan House need to help connection, create commerce opportunities there.



Background - Sloan House CLG Grant Study (2023)

- **Existing Conditions Assessment**

- ☐ Interior & Exterior Features; Building Systems
- ☐ Recommends preservation of front two rooms and original doors, door hardware, casings, trim, flooring, mantels, and wainscoting regardless of future use

- **Maintenance Recommendations**

- **Proposed Development Program**

- ☐ Case Studies; Concept Site Design
- ☐ Test-fit of Commercial Uses:
 1. Taproom
 2. Small Restaurant
 3. Retail (florist, boutique store, or similar)
 4. Office

- **Estimated Costs of Construction**

- ☐ Building & Project; Sitework



Sloan House CLG Grant Study (2023)



Option 1: Taproom



Option 2: Small Restaurant



Option 3: Retail

Sloan House CLG Grant Study (2023)



SLOAN HOUSE REHABILITATION CONCEPT SITE PLAN

November 6, 2023





Development Objectives

- ☐ Compliance with Retail Frontage Overlay District – Retail use required on first floor
- ☐ Qualified Developer – Experience in preservation/adaptive reuse projects
- ☐ Rehabilitation & Development Concept – Alignment with Sloan House Study
 - Historically Appropriate Use
 - Prevents Demolition & Preserves historically significant features
 - Thoughtfully addresses building upfit & renovation
 - Enliven Sloan House's Main Street presence
- ☐ Historic Storytelling – Interpretation through art, signage, exhibits, etc.
- ☐ Reasonable Development Schedule
- ☐ Financial Capacity
- ☐ Acknowledgement of Historic Preservation Limitations
 - Preservation Easement (right of first refusal, prohibit demolition, & preserve interior features)
 - Local Historic District

Proposal 1 - The Sloan Inn



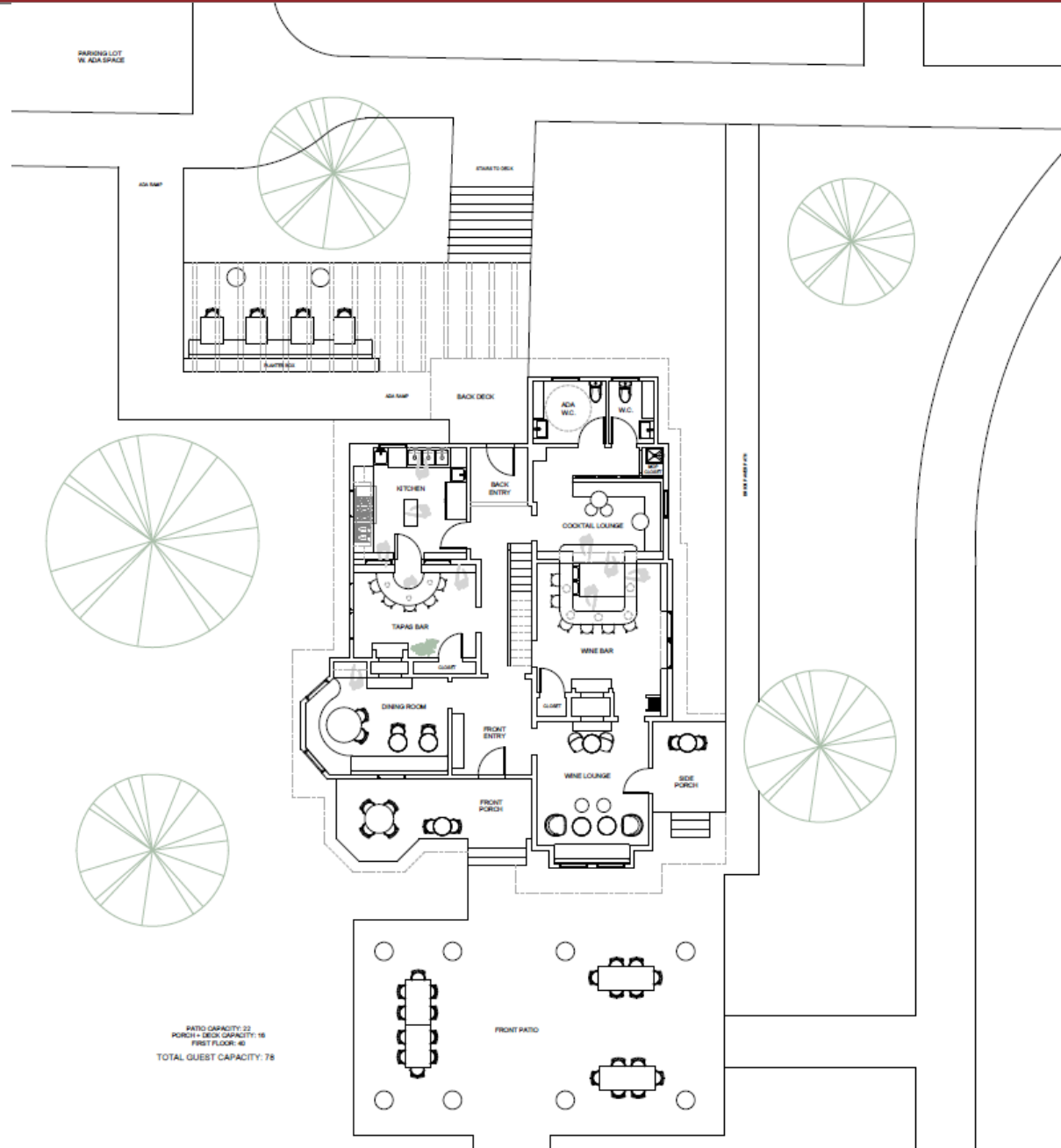
Proposal 2 –Bamford Fine Violins



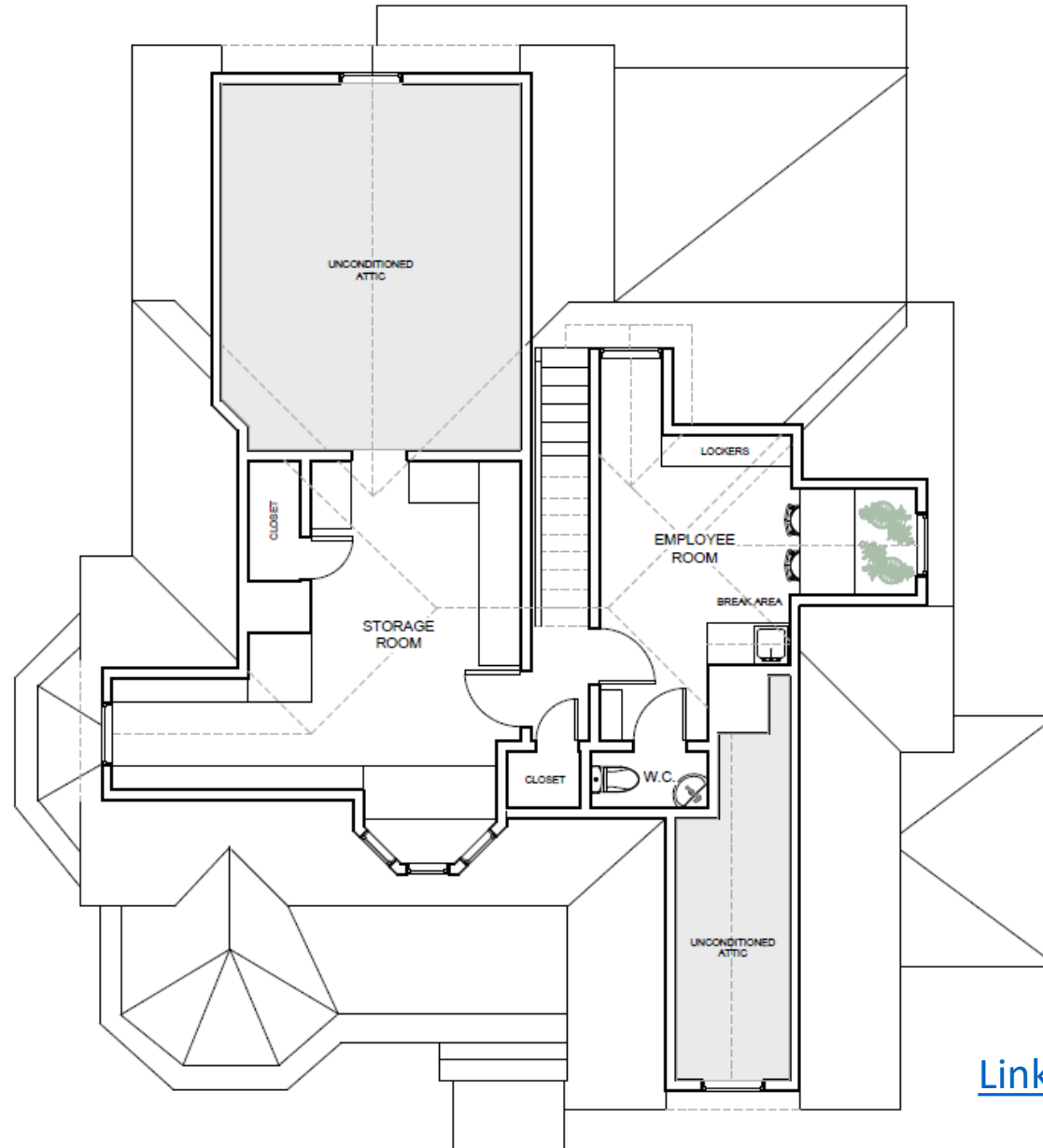
Proposal 3 – Tapas Restaurant/Wine Bar Concept



Proposal 3 – Tapas/Wine Bar Concept



Proposal 3 – Tapas/Wine Bar Concept



[Link to Louise Sloan House Animation](#)

Proposal 3 – Tapas Restaurant/Wine Bar Concept

- ✓ Compliant with Retail Frontage Overlay District
- ✓ Qualified Preservation-Focused Developer & Project Team
- ✓ Thoughtful Rehabilitation & Development Concept
 - Preserves interior details per Sloan House Study
 - Minimizes wall penetrations while making space more usable; Many interior changes are minor/reversible (freestanding bar/seating components)
 - ADA accessibility accomplished via rear deck/ramp
 - Enlivens Main Street presence (outdoor seating; high walk-in customer counts)
- ✓ Historic Storytelling Included
 - Interpretive signage outlining architectural history, original owners, & restoration efforts
 - Artwork/furnishings that reference regional natural & cultural history
- ✓ Reasonable Development Schedule – Targeting project completion fall 2026
- ✓ Financial Capacity – \$908,650 cash offer
- ✓ Acknowledgement of Historic Preservation Limitations – Also considering historic tax credits

Timeline/Next Steps (Tentative)

- ❑ **March 3, 2025:** RFP Issued
- ❑ **May 2, 2025:** RFP response deadline
- ❑ **June 24, 2025:** RFP Selection Committee reviewed proposals & recommended tapas/wine bar concept
- ❑ **July 14, 2025:** Charlotte-Mecklenburg Historic Landmarks Commission reviewed recommended proposal
- ❑ **July 22, 2025:** Presentation of recommended proposal to the BOC for discussion
- ❑ **August 12, 2025:** BOC to consider approval of recommended proposal & authorize manager to move forward with contract & sale
- ❑ **Sept/Oct 2025:** Finalize contract, deed restrictions, & preservation easement
- ❑ **Oct/Nov 2025:** Execute sale of property in partnership with Landmarks Commission

Discussion



Town of Davidson
Attn: Lindsay Laird, Senior Planner
P.O. Box 579
Davidson, NC 28036
llaird@townofdavidson.org



May 1, 2025

Dear Ms. Laird,

Thank you for the opportunity to respond to the Town of Davidson's Request for Proposals regarding the future of the Sloan House. The Historic Sloan House, LLC is pleased to present this proposal for the preservation and adaptive reuse of this important downtown structure.

This project represents an opportunity to maintain the architectural and cultural continuity of Main Street while introducing a new use that can hopefully contribute to its daily rhythm and vitality. The team has a strong appreciation for historic places and views this as a chance to care for an old building and ensure its relevance to a new generation.

Included in this submission are conceptual plans, a phased project schedule, preservation and interpretation strategies, team qualifications, and financial information. We appreciate the Town's leadership in preserving its historic core and welcome the chance to be part of that ongoing effort.

Sincerely,

David Sitton
Principal, The Historic Sloan House, LLC
david@clnusa.com

Applicant Information

Entity Name: The Historic Sloan House, LLC

Primary Contact: David Sitton

Mailing Address: 210 Delburg Street, Davidson, NC 28036

Email: david@clnusa.com

Phone: + 1 704-756-6425

Legal Structure: Limited Liability Company (LLC) registered in North Carolina

Key Project Team:

- **David Sitton** – Principal, The Historic Sloan House, LLC
- **Sarah McInterey** – Architect, WP Parks Architectural Firm
- **Heather Fernbach** – Historic Preservation Consultant
- **Sierra Holland** - Interior Design, Sierra Holland Design
- **Dean Thomas** - Architectural Design, Dean Thomas Design Group

Contractors:

- Christman Company (Greensboro Office) – April Larkins (Preservation NC Board)
 - LMI Builders – Joe Williams, President
 - Frank L. Blum Construction
 - Rehab Builders, Inc.
-

Project Narrative & Vision

Our proposed adaptive reuse transforms the Sloan House into a multi-room hospitality experience featuring a Tapas (small-plates) Bar, Wine Lounge, and Cocktail Bar. These distinct yet thematically unified spaces celebrate North Carolina's natural and cultural heritage while preserving the home's original layout and craftsmanship.

The front patio and porches are activated for seating and gathering, creating a community-oriented experience. A pergola-covered rear deck adds a shaded garden retreat. Inside, original architectural elements are preserved, and new design touches—like period-inspired lighting and materials—honor the home's history while meeting modern standards.

The entire experience has been designed to draw locals and visitors alike into a warm, story-rich environment. Each room tells part of the Sloan House's past, interpreted through furniture, lighting, and finishes.

Conceptual Plans & Design

Plans provided by Sierra Holland Design and Dean Thomas Architecture and Design detail:

- First-floor layout: dining room, three distinct bar/lounge areas, accessible restrooms, and kitchen.
- Second-floor plan: employee break area, storage, lockers, and private office.
- Exterior elements: ADA ramp, new brick paths, front and rear outdoor seating, and integrated landscaping.

Visual inspiration and layout references are detailed in the attached PPT presentation .

Historical Interpretation Plan

To celebrate the history of the Sloan House and its role in Davidson's story, our proposal includes:

- A handcrafted tile mosaic entry at the rear entrance reading "The Sloan House, Est. 1900"
 - Interpretive signage in the foyer that outlines the home's architectural history, original owners, and restoration efforts
 - Artwork and furnishings throughout the space that reference the region's natural and cultural history, including nods to the textile industry, North Carolina flora and fauna, and craft traditions
 - A page on the establishment's website dedicated to the history of the Sloan House, with archival photos and restoration process highlights
-

4. Preservation Plan

Our preservation strategy centers around retaining the home's original scale, footprint, and features while updating essential systems. Highlights include:

- Repairing original wood windows, siding, porch elements, and tin roofing.
- Retaining and replicating original wainscoting and trim throughout interior spaces.
- Minimizing wall penetrations and mechanical intrusions, using casework to unify new openings.
- Installing all new components (banquettes, bars) as freestanding or reversible.
- ADA and code compliance integrated with minimal impact on historic fabric.

This approach aligns with the Secretary of the Interior's Standards for Rehabilitation, Davidson's Historic District Design Standards, and the future Preservation Easement.

Timeline & Phasing

- **Acquisition:** Q3 2025
 - **Design Finalization & Permitting:** Q3–Q4 2025
 - **Phase 1 (Exterior & Structural Restoration):** Q1–Q2 2026
 - **Phase 2 (Interior Renovation & Systems):** Q2–Q3 2026
 - **Phase 3 (Furnishings, Signage, and Outdoor Activation):** Q3 2026
 - **Grand Opening:** Fall 2026
-

Community Benefits

This project will:

- Preserve a key historic asset in the heart of Davidson.
- Create a new locally owned business, contributing to downtown vitality.
- Provide 15–25 new jobs in food, beverage, and operations.
- Serve as a model for thoughtful adaptive reuse within a historic district.
- Enhance the walkability and attractiveness of Main Street.
- Offer a gathering place that bridges Davidson’s past and future.

Financial Capacity & Budget

The attached Excel workbook outlines the projected renovation budget and funding plan. The Historic Sloan House, LLC will fund the project through a combination of private capital and secured lines of credit.

We have included:

- Current real estate portfolio
- Examples of similar Historic projects
- List of active projects
- References:
 - Paru Shah – Truist Bank – 704-954-1120
 - Robert McIntosh – McIntosh Law Firm – 704-892-1699
- Plans to apply for Historic Rehabilitation Tax Credits at the state and federal level

Total estimated project cost: \$ 824,975.94

Purchase Offer

We propose a purchase price of \$908,650.00 for the Sloan House property. This offer is based on the current condition of the property, the required investment to restore it to a safe, usable condition, and our long-term commitment to maintaining it as a contributing asset to the Town of Davidson. We are prepared to move forward with a cash purchase subject to standard due diligence, preservation easement execution, and final Town Council approval.

We acknowledge and accept:

- The preservation easement and protective covenants
- The Town of Davidson's right of first refusal
- Prohibition on subdividing the property

Supporting Materials

- Budget Estimate (Excel)
- Scope of Work & Design Summary (Word)
- Conceptual Inspiration (PPT)
- Architectural Plans (PDF)
- 3-Dimensional Design Video

Category	Quantity	Unit Cost	Total
SITEWORK COSTS *AS PROVIDED FROM CITY W. UPDATES*			
Mobilization	1 lump sum	\$7,000.00	\$7,000.00
Control of Work	1 lump sum	\$10,000.00	\$10,000.00
Demolition			
Tree Protection	1 lump sum	\$2,000.00	\$2,000.00
Remove Existing Concrete	600 SF	\$3.00	\$1,800.00
Remove Existing Vegetation	1 lump sum	\$500.00	\$500.00
Erosion and Sediment Control	1 lump sum	\$3,000.00	\$3,000.00
Stormwater Control	1 lump sum	\$2,000.00	\$2,000.00
Utilities			
String Lights (Support & Cabling)	100 LF	\$10.00	\$1,000.00
String Light Support Poles & Footing	6 EA	\$1,500.00	\$9,000.00
Electrical Hookups for Outdoor Lighting	1 lump sum	\$2,500.00	\$2,500.00
Paint Existing Backflow Preventer	1 lump sum	\$100.00	\$100.00
Earthwork	1 lump sum	\$3,000.00	\$3,000.00
Paving			
Concrete Paving (5" Depth)	500 SF	\$7.00	\$3,500.00
Brick Paving	600 SF	\$17.00	\$10,200.00
Concrete Slab under Pavers (4" Depth)	600 SF	\$5.00	\$3,000.00
Unit Paving	500 SF	\$17.00	\$8,500.00
Concrete Slab under Pavers (4" Depth)	500 SF	\$5.00	\$2,500.00
Pavement Marking	2 EA	\$40.00	\$80.00
Planting			
Shrub	70 EA	\$150.00	\$10,500.00
Seed	1,500 SF	\$0.25	\$375.00
Perimeter Plants (Flowering Bushes) *NEW ITEM*	133 LF	\$50.00	\$6,650.00
Vining Plants *NEW ITEM*	133 LF	\$15.00	\$1,995.00
Site Amenities			
Wood Deck	600 SF	\$40.00	\$24,000.00
Trellis +Pergola (Lattice Panels) *NEW ITEM*	1Ea.	\$15,000.00	\$15,000.00
Heat Lamps *NEW ITEM*	10 EA	\$964.00	\$9,640.00
Signage			
ADA Striping	1 EA	\$25.00	\$25.00
ADA Parking Sign	1 EA	\$100.00	\$100.00
TOTAL SITEWORKS COST			\$137,965.00

TOTAL CONSTRUCTION ESTIMATE			
BUILDING-RESTORATION COSTS *AS PROVIDED FROM CITY W. UPDATES*			
Demolition	400	\$8.00	\$3,200.00
Access to Building			
Handrails	50	\$40.00	\$2,000.00
Wood Steps (2 porches)	11	\$140.00	\$1,540.00
Foundations			
Masonry Repair (Allow) *UPDATED TO REFLECT LATTICE ENCLOSURE*	500	\$36.00	\$18,000.00
Crawlspace Moisture Protection	1,500	\$8.00	\$12,000.00

Exterior Enclosure			
Exterior Painting	3,000	\$10.00	\$30,000.00
Wood Repair/Restoration (Allow)	500	\$100.00	\$50,000.00
Window Restoration	10	\$1,200.00	\$12,000.00
Exterior Door Replacement	1	\$1,000.00	\$1,000.00
Porch Repairs	200	\$50.00	\$10,000.00
Roof System			
Metal Shingle Replacement	2,000	\$30.00	\$60,000.00
<i>Gutter & Downspout Cleaning</i>	200	\$8.00	\$1,600.00
MEP			
Plumbing	1,500 SF	\$10.00	\$15,000.00
HVAC	2,000 SF	\$20.00	\$40,000.00
Electrical (Allow)	2,300 SF	\$5.00	\$11,500.00
TOTAL BUILDING RESTORATION COSTS			\$267,840.00
INTERIOR DESIGN CONSTRUCTION *ALL NEW COSTS*			
Millwork			
Service Station in Tapas Dining Room	3.5 LF	\$1,000.00	\$3,500.00
Tapas Bar Millwork	15LF	\$500.00	\$7,500.00
Wine Bar Library Display Shelving	16.75 LF	\$750.00	\$12,562.50
Wine Shelf Rolling Ladder w. Brass Track	1 Ea.	\$4,000.00	\$4,000.00
New Replica of Wainscotting Paneling	90 LF	\$20.00	\$1,850.00
Wine Bar Millwork	21 LF	\$500.00	\$10,500.00
Cocktail Bar Millwork	14 LF	\$500.00	\$7,000.00
Suspended Shelving for Bottles / Glassware	7 LF	\$1,000.00	\$7,000.00
Brass Gallery Rails + Foot Rails			\$2,500.00
Partitions & Doors			
Cocktail Bar Stained Glass Partition	60SF	\$60.00	\$3,600.00
Antique Style Windows for Pass-through	2Ea.	\$1,500.00	\$3,000.00
New Doors for W.C.s	2Ea.	\$500.00	\$1,000.00
Concealed Door at Janitorial Closet	1Ea.	\$800.00	\$800.00
Framing + Install			
New Walls for W.C. Framing + Drywall	280 SF	\$7.50	\$2,100.00
New Punctures / Expanded Wall Opening	2	\$600.00	\$1,200.00
Window + Door Install	6	\$300.00	\$1,800.00
Natural Stone Tops - All 3 Bars	76	\$150.00	\$11,400.00
Tile Installation	912	\$7.00	\$6,384.00
Wallpaper Installation	\$1,007 SF	\$7.00	\$7,049.00
INTERIOR DESIGN CONSTRUCTION SUBTOTAL			\$94,745.50
TOTAL BUILDING RESTORATION COSTS SUBTOTAL			\$267,840.00
TOTAL BUILDING RESTORATION + CONSTRUCTION COSTS			
			\$362,585.50
General Conditions (8%)			\$29,006.84
Contractor Overhead & Profit (25%)			\$90,646.38
TOTAL CONSTRUCTION ESTIMATE			\$482,238.72

FF&E PACKAGE *ALL NEW COSTS*

INTERIOR FINISHES			
Hand Lime Wash / Plaster	783 SF	\$6.00	\$4,698.00
Premium Wallpaper - Corridor	330 SF	\$4.80	\$1,584.00
Premium Wallpaper - Tapas Dining	225 SF	\$10.57	\$2,378.25
Premium Wallpaper - Wine Lounge	252 SF	\$2.80	\$705.00
Premium Wallpaper - W.C.s	200 SF	\$2.50	\$500.00
Antique Style Relief Tile (Tapas Bar)	75 SF	\$50.00	\$3,750.00
Specialty Subway Tile + Trim (W.C. Walls)	175 SF	\$30.00	\$5,250.00
Antique Style Mosaic Tile Flooring (W.C. Floors)	110 SF	\$20.00	\$2,200.00
Antique Style Porcelain / Ceramic Tile (Kitchen)	185 SF	\$5.00	\$925.00
Subway Tile for Kitchen Walls	350	\$12.00	\$4,200.00
Vintage Text Mosaic Door Mat Inlay	1Ea.	\$2,000.00	\$2,000.00
TOTAL FOR INTERIOR FINISHES (MATERIAL ONLY)			\$28,190.25
INTERIOR FIXTURES *ALL NEW COSTS*			
LIGHTING			
Antique Style Wall Sconces - High End	18Ea.	\$1,000.00	\$18,000.00
Antique Style Pendant Lights	3Ea.	\$550.00	\$1,650.00
PLUMBING			
Pedestal Sink (W.C.)	1Ea.	\$2,400.00	\$2,400.00
Floating Sink (ADA W.C)	1Ea.	\$800.00	\$800.00
Public Toilets	2Ea.	\$750.00	\$1,500.00
Public Lavatory Faucets	2Ea.	\$600.00	\$1,200.00
Misc. W.C. Accessories (Mirrors, Bin, Tissue Holder Etc.)	2Ea.	\$1,000.00	\$2,000.00
Employee Bathroom Mirror, Toilet, Sink	1Ea.	\$1,000.00	\$1,000.00
TOTAL INTERIOR FINISH FIXTURES - ITEMS ONLY			\$28,550.00
FURNISHINGS *ALL NEW COSTS*			
Exterior Furniture			
Long Rectangular Patio Tables - Patio	4	\$2,200.00	\$8,800.00
Small Rectangular Patio Tables - Deck	4	\$800.00	\$3,200.00
Medium Circular Bistro Table - Porch	1	\$1,000.00	\$1,000.00
Small Circular Bistro Tables - Porch	2	\$800.00	\$1,600.00
Exterior Cross-Back Patio Chairs	38	\$60.00	\$2,280.00
Interior Furniture			
Marble Entry Table	1	\$1,000.00	\$1,000.00
Small Interior Bistro Dining Tables	2	\$800.00	\$1,600.00
Large Interior Bistro Dining Table	1	\$1,000.00	\$1,000.00
Custom Velvet / Curved Banquette Dining Bench	20LF	\$350.00	\$7,000.00
Vintage Style Bentwood Bistro Dining Chairs w. Cushions	4	\$785.00	\$3,140.00
Vintage Style Bentwood Counter Stools	5	\$450.00	\$2,250.00
Custom Leather Lounge Banquette Bench	8LF	\$750.00	\$6,000.00
Custom Upholstered Side Chairs	2	\$3,500.00	\$7,000.00
Lounge Height Tables	2	\$1,000.00	\$2,000.00
Custom Upholstered Ottomans	2	\$800.00	\$1,600.00
Custom Upholstered Wingback Chairs	4	\$2,200.00	\$8,800.00
Side Tables	2	\$800.00	\$1,600.00
Custom Upholstered Barstools	6	\$1,200.00	\$7,200.00
Velvet L-Shaped Lounge Banquette Bench	15LF	\$350.00	\$5,250.00
Custom Upholstered Low Back Cocktail Chairs	2	\$1,600.00	\$3,200.00

Brass Cocktail Tables	2	\$1,000.00	\$1,000.00
Misc. Throw Pillows Custom Fabric	20	\$150.00	\$3,000.00
Window Treatments - Relaxed Roman Shades	12	\$400.00	\$4,800.00
Misc. Decor Items - Art, Vases, Throws	1	\$2,000.00	\$2,000.00
FURNISHINGS TOTAL			\$86,320.00
TOTAL INTERIOR FINISH FIXTURES - PARTS ONLY			\$28,550.00
TOTAL FOR INTERIOR FINISHES (MATERIAL ONLY)			\$28,190.25
FF&E TOTAL - MATERIAL & ITEMS ONLY			\$143,060.25
DESIGNER DISCOUNT 10%			-\$14,306.03
TOTAL FF&E PACKAGE W. INSTALL			\$128,754.23

BAR+ KITCHEN EQUIPMENT*ALL NEW COSTS*			
Commercial Hot Water Heater System	1Ea	\$5,000.00	\$5,000.00
3-Compartment Sink	1Ea.	\$1,600.00	\$1,600.00
Handwash Sink	3Ea.	\$300.00	\$900.00
Commercial Dishwasher	1Ea.	\$5,000.00	\$5,000.00
Bar Sink	2Ea.	\$800.00	\$1,600.00
Dump Sink w. Trash Chute	2Ea	\$1,400.00	\$2,800.00
Automatic Glass Washer	1 Ea.	\$900.00	\$900.00
Automatic Glass Rinser	1 Ea.	\$450.00	\$450.00
Fridge-Freezer Combo	1Ea.	\$10,000.00	\$10,000.00
Food Prep Sink	1Ea.	\$1,800.00	\$1,800.00
Vent Hood	2Ea.	\$2,000.00	\$4,000.00
Prep Counters	3Ea.	\$300.00	\$900.00
Range + Griddle Combo	1Ea.	\$2,500.00	\$2,500.00
Fryer	1Ea.	\$900.00	\$900.00
Heat Lamps	2Ea.	\$400.00	\$800.00
Janitorial Mop Sink + Faucet	1Ea.	\$350.00	\$350.00
Compact 2 Group Espresso Machine	1Ea.	\$6,300.00	\$6,300.00
High-Volume Drip Coffee Maker	1Ea.	\$1,200.00	\$1,200.00
Coffee Grinders	2Ea.	\$1,300.00	\$2,600.00
Craft X-Large Cube Under Counter Ice Maker	1Ea.	\$6,600.00	\$6,600.00
Nugget Under Counter Ice Maker	1Ea.	\$3,600.00	\$3,600.00
Undercounter Wine Fridge (Wine Bar)	2Ea.	\$1,199.00	\$2,398.00
Undercounter Fridge (Cocktail Bar)	1Ea.	\$2,790.00	\$2,790.00
Stainless Steel Shelving	6Ea.	\$130.00	\$780.00
Commercial Equipment Installation - Labor Only	All Appliances + Equipment	\$10,000.00	\$10,000.00
TOTAL COMMERCIAL EQUIPMENT COST			\$75,768.00

TOTAL SITEWORK COST	\$137,965.00
TOTAL RESTORATION CONSTRUCTION ESTIMATE W. CONTRACTOR FEES	\$482,238.72
TOTAL INTERIOR FF&E PACKAGE W. DISCOUNT	\$128,754.23
TOTAL COMMERCIAL EQUIPMENT COST	\$75,768.00
PROJECT EST. TOTAL	\$824,725.94

Scope of Work

Exterior – Structural Restoration

- Replace original pressed tin shingle roof with a historically accurate replica and repair built-in gutters.
- Repair or replace deteriorated exterior wood elements, including porch brackets, railings, skirt boards, and window sills, using historically appropriate materials.
- Repair damaged brick foundation piers, particularly at the front porch, to address structural sagging and ensure long-term stability.
- Reinstall historically accurate wood lattice panels between piers to restore crawl space ventilation and original appearance.
- Repaint exterior surfaces following best preservation practices, sanding and repainting without full stripping.
- Repair original wood windows where necessary and add interior storm windows to improve energy efficiency while preserving the historic façade.

Exterior – Site Enhancements

- Develop a front patio area created from brick pavers to match Downtown Davidson Design Standards.
- Front patio will feature long communal tables created from raw, sustainably sourced or reclaimed wood.
- Activate repaired front and side porches with small-group seating arrangements.
- Install a new back deck with a pergola, integrating a bench with planter box, latticework and climbing plants for shade and privacy.
- Add string lights across the front patio and rear deck to create a warm evening ambiance.
- Install commercial-grade outdoor heaters to extend outdoor seating seasonality.
- Install a new brick paver walking path along the east side of the house, connecting the rear parking area to the front patio eliminating the need to pass through the house, or travel to the closest public sidewalk.
- Plant low-profile landscaping to maintain visibility from Main Street while enhancing the patio setting. Shrubs will be used in the front between the sidewalk and front patio, flower beds used around the perimeter of the home, and vining plants create shade on the back deck's lattice structure.

Interior – Preservation & Restoration

- Preserve existing doors, fireplace surrounds, mantels, original wainscoting, flooring, interior door hardware, and trim throughout
- Flooring and wall material exceptions to be made in the rooms requiring a change of materials to meet sanitation / health codes (W.C.s and Kitchen in rear).

Interior – Modifications & New Additions

- Remove original doors with hardware from most rooms (as indicated on floor plan) and keep them safely in storage.
- Replicate corridor wainscoting detail throughout seating areas and on the front of each bar to protect walls and unify design language.
- Install freestanding banquette bench seating throughout lounge areas to maximize capacity and streamline circulation paths for guests and service.
- Configure bar shapes to minimize structural changes - for example a double-sided bar to consolidate shared equipment and reduce mechanical interventions which requires a puncture between two spaces.
- Front paneling on each of the bars to match the original wainscoting details.
- Install a light commercial kitchen at the rear of the home with a pass through window to the tapas bar which requires a puncture in the wall between spaces.
- Punctures in walls to be treated with era appropriate trim or casework to respectfully unify design language.
- New library style built-in shelving and ladders will serve as a wine display.
- A stained glass partition inspired by the home's front door to be added for a layer of privacy and dedicated circulation path to W.C.s
- Hand-crafted American-made lighting fixtures taking modernized inspiration from early 20th century designs to be used throughout the home as sconces and pendants.
- This kitchen will be outfitted with period-appropriate floor and wall tile with a cove base, providing clean, sanitary surfaces while visually integrating into the home.
- Utilize one bedroom on the second floor for storage including dried goods, wine cases, additional glassware, etc.
- Add staff-only facilities on the second floor, including a break area with lockers, and one employee restroom (if permissible), a manager's desk.
- At the rear entry, the area where the flooring currently includes a transition strip is believed to be a later alteration and not part of the original construction. We propose removing this added material and replacing it with a custom tile mosaic mat inset into the floor that reads, for example, "The Sloan House Est. 1900," honoring the home's legacy while introducing a handcrafted, durable surface suited for high-traffic use.

Code Compliance & Accessibility

- Install ADA-compliant ramp at the rear of the home, located on the north/northwest side of the building, in accordance with the preferred location closest to the designated ADA parking space. This minimizes site disruption and preserves the historic front façade.
- The new east side brick path also creates a seamless accessible connection from the back lot and front patio.
- Modify rear entry door to meet ADA width requirements.
- Provide one fully ADA-accessible restroom on the ground floor, plus one standard public restroom.
- Install a service counter at 34" height to meet ADA accessibility standards for patron use.

- Install clear ADA signage, and other way-finding signage throughout the home.
- Upgrade HVAC system as needed to improve efficiency and protect the building envelope.
- Ensure proper stormwater management to prevent moisture damage to historic foundations.

Design Summary

The proposed adaptive reuse of the Sloan House reimagines the historic property as a Tapas, Wine, and Cocktail Bar that honors the building's past while introducing vibrant new life into the downtown fabric.

Outside, the design thoughtfully activates the front patio and porches as inviting communal and intimate seating areas, while the rear deck and pergola create a lush garden-like retreat ideal for smaller groups of guests. Wood latticework ties together the foundation's update and contemporary functionality, supporting climbing plants that offer natural shade and privacy. String lighting, heating, and planting interventions allow these outdoor areas to remain comfortable and welcoming throughout the day and transition into intimate, atmospheric spaces in the evening.

The interior concept is organized around three distinct guest experiences: a light, airy tapas dining room and bar, a warm and moody wine bar, and an inviting cocktail lounge. Each space draws from North Carolina's rich natural and cultural heritage, with a shared palette that complements the home's exterior colors. The result is a unified design that connects indoor and outdoor elements while allowing each interior space to maintain its own distinctive character.

Throughout the interior, thoughtful material selections tell a story deeply connected to both the region and the history of the home: cotton blossom motifs reference the Sloan family's contribution to the textile industry; dogwood and pine wallpapers celebrate the state flower and tree; and honeybee-relief tiles subtly nod to North Carolina's official state insect. The palette visually unifies each experience as it unfolds across the home's original compartmentalized rooms. This strategy also supports transitions from bright daytime service to more intimate, ambient evening settings.

Beyond decorative motifs, all materials have been chosen with an emphasis on historical resonance. Period-appropriate surfaces like wallpaper, relief tiles, brocade-inspired fabrics, and lighting fixtures that take design cues from American craft traditions have been interpreted in contemporary ways — striking a balance between authenticity and modern usability. These choices honor the home's historic character while meeting the functional and experiential expectations of today's guests.

Overall, the preservation approach retains the original room layouts at the front of the home, celebrating the scale and charm of the Queen Anne architecture. Sensitive updates at the rear accommodate a light commercial kitchen and code-required public restrooms while maintaining respect for the building's historic elements. Throughout the lounge areas, freestanding

banquette seating will be strategically placed to maximize capacity while maintaining efficient guest and service circulation. The banquette benches will be treated as movable furniture pieces and not built into the home. Additionally, replica wainscoting, modeled after the corridor's original detailing, will be installed in seating areas and along the front of each bar. These elements will create a cohesive visual language, honor the historic interior, and act as protective buffers without compromising the original trim or character-defining features.

In the remaining rooms, unique shapes of the bars are organized by the goal of making minimal alterations to the home. For example, the double-sided wine and cocktail bar configuration, while requiring the creation of a larger opening in one wall, allows for the consolidation of shared equipment, resulting in fewer water lines and mechanical interventions overall. This strategy reduces the number of required wall penetrations and minimizes the impact on the historic structure. The new openings will be finished with cohesive trim casework, which also offers the opportunity to optimize sight lines through the mixed-purpose spaces from the corridor.

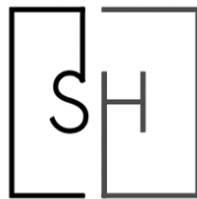
The second floor, which will be closed to the public, will house essential staff facilities and storage. One bedroom is proposed for use as a storage room for dried goods, cases of wine, and spare glassware, while the other will serve as a modest employee office and break area with lockers and a staff restroom (if permitted).

Lastly, accessibility considerations are carefully integrated throughout the project. A new ADA-compliant ramp, thoughtfully located near the rear parking lot, minimizes visual impact on the historic façade while offering seamless access to the home. A connecting brick paver path along the east side links the rear entry to the front patio, eliminating the need to travel through the house or return to the public sidewalk. Inside, the cocktail lounge counter has been designed at 34" height to ensure full ADA compliance for all guests.

Together, these updates ensure the Sloan House is preserved, reimagined, and ready to welcome a new generation of guests and community life.

Note on Attached Video Representation

The included video offers a conceptual representation of the proposed design and spatial flow. While it reflects the intent and character of the project, certain details may not be fully accurate to the final built design, or may change during development.

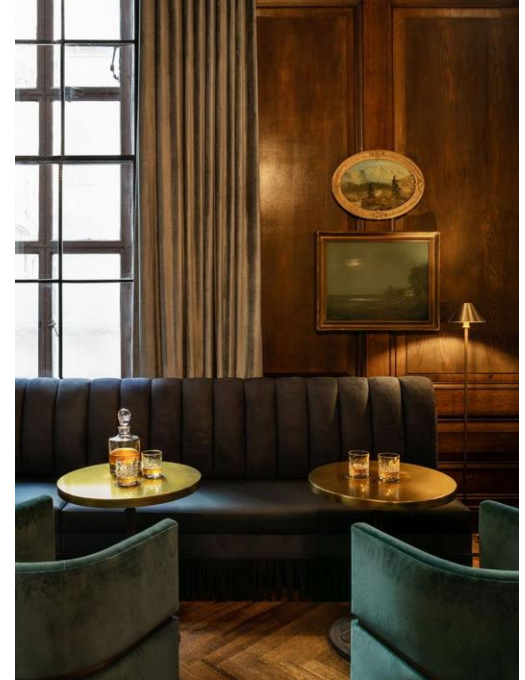


Sierra Holland LLC
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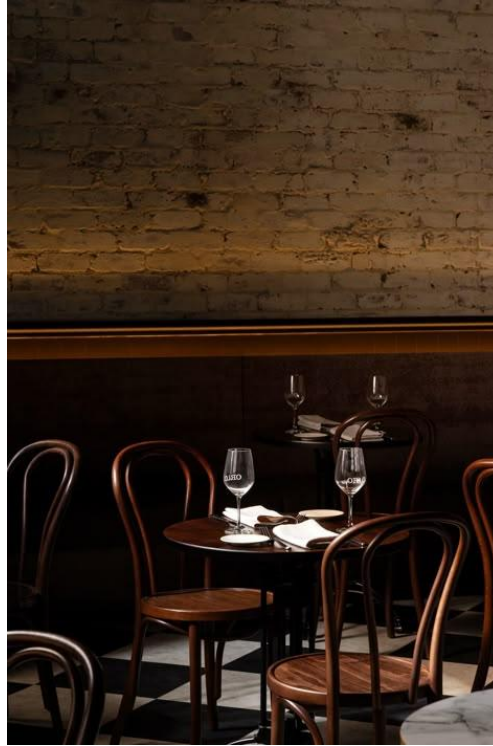
Sloan House Proposal

Sloan House
Davidson, NC

Banquette Seating Details



Furniture Arrangements



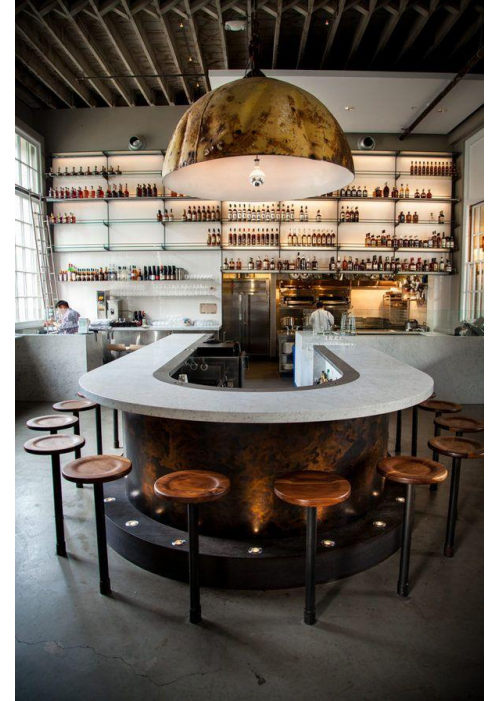
Partitions + W.C.s



Bar Details



Open Kitchen



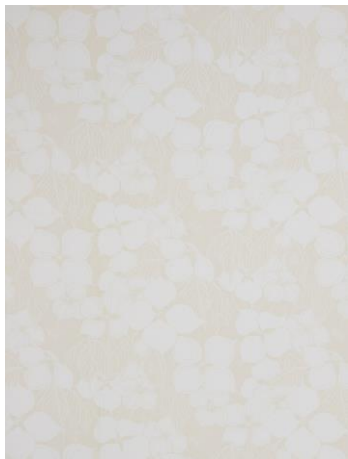
Optional Addition



Butterfly - Hallway



Dogwood Tapas "Dining Room"





"Long-Leaf Pine" Wine Bar Lounge

[Gubi Stay Lounge Chair 2-Toned Upholstery](#)



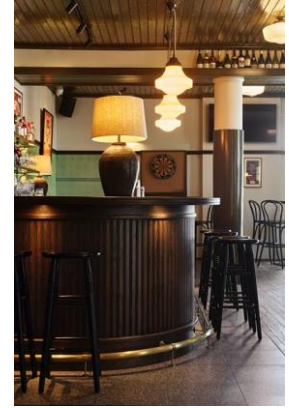
Tassel Pouffe / Low Back Chair



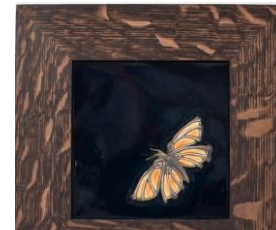
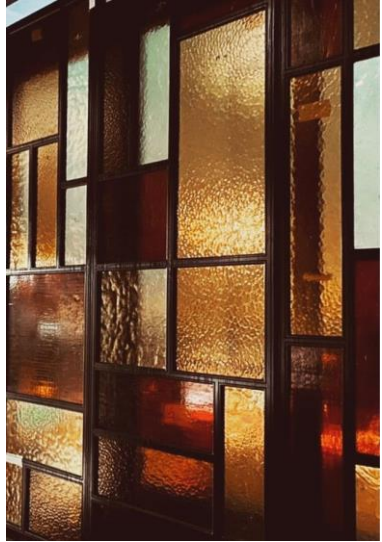
[3Ds Max Files Available Here](#)



- Wine Bar



- Cocktail Bar





"Cotton" Bathrooms



Lighting Selections

← BACK TO PHOTOS

← BACK TO PHOTOS

← BACK TO PHOTOS

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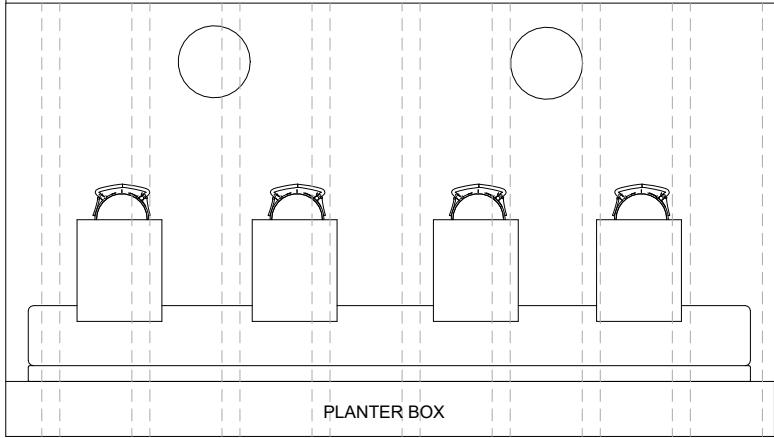
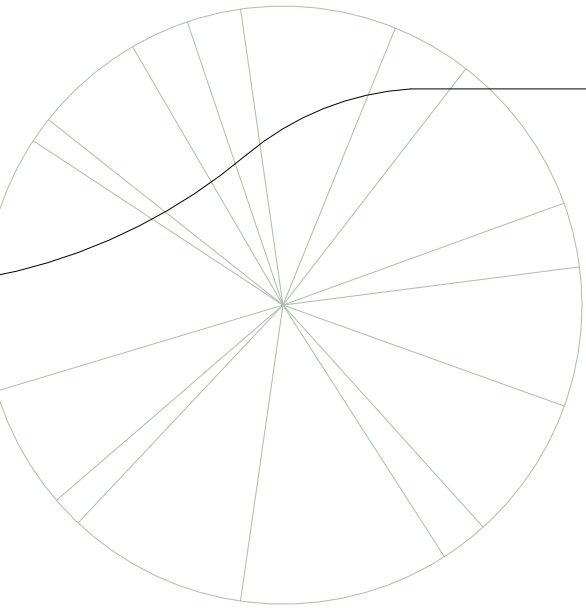




PARKING LOT
W. ADA SPACE

ADA RAMP

STAIRS TO DECK



PLANTER BOX

ADA RAMP

BACK DECK

ADA
W.C.

W.C.

MOP
CLOSET

KITCHEN

BACK
ENTRY

COCKTAIL LOUNGE

TAPAS BAR

CLOSET

DINING ROOM

FRONT
ENTRY

WINE BAR

CLOSET

WINE LOUNGE

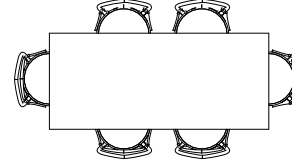
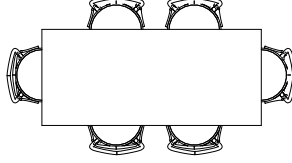
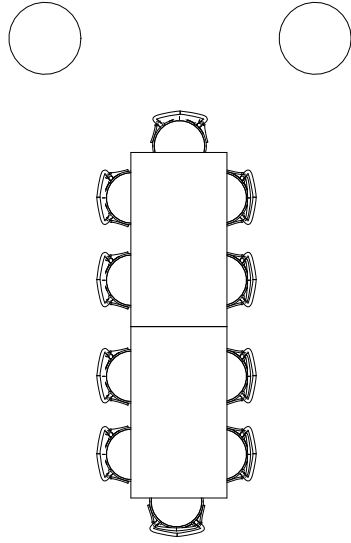
SIDE
PORCH

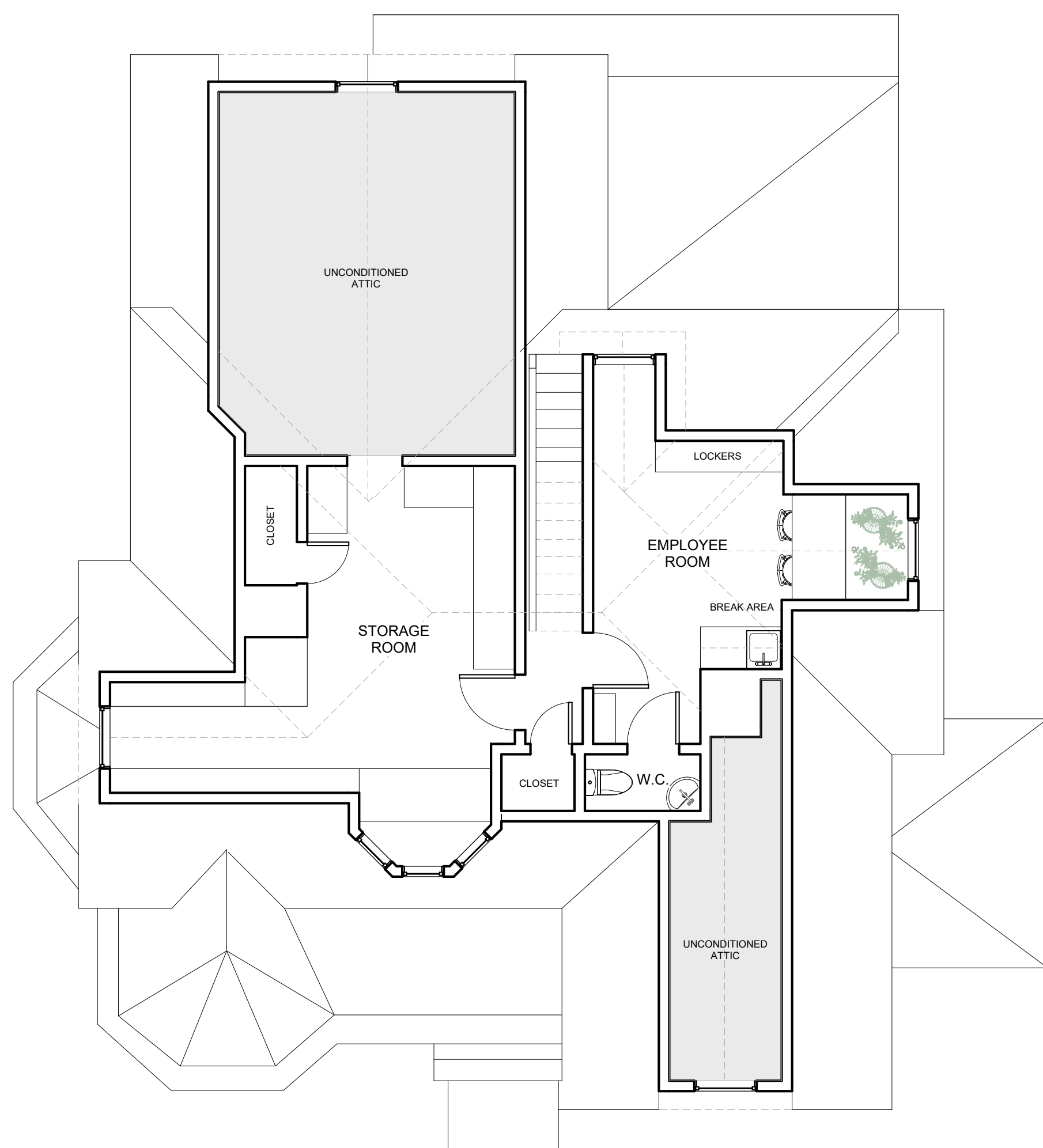
FRONT
PORCH

BRICK PAVEMENT PATH

PATIO CAPACITY: 22
PORCH + DECK CAPACITY: 16
FIRST FLOOR: 40
TOTAL GUEST CAPACITY: 78

FRONT PATIO





① Second Floor Proposed Pan
3/16" = 1'-0"

Our Experience

The Historic Sloan House, LLC is supported by team members with proven experience in preserving and adaptively reusing historic buildings in North Carolina. Notable examples include:

Armour-Adams House

Davidson, NC

Originally built in 1901, the Armour-Adams House is a designated local landmark and a contributing structure to Davidson's local Historic District. This historic residence was restored and while preserving its Queen Anne-style architectural features. The project required careful structural stabilization, restoration of historic woodwork and leaded glass, and coordination with local and state preservation authorities.

Sitton-Whiteside Homeplace

Bryson City, NC

This multi-structure property showcases the evolution of rural architecture in western North Carolina, including Boxed-Construction (c. 1920), Southern Bungalow (c. 1935), and Depression-era Pole Barn (c. 1935). Each structure was preserved to maintain original design, workmanship, and setting. The restoration honored the legacy of the Sitton and Whiteside families and highlighted the cultural and architectural heritage of the Swain County area. This work emphasized not just individual restoration, but the preservation of a historic homestead as a whole.

[Full Survey & Research Report available upon request]

Historic Clock Tower Building

Statesville, NC

Currently under development, the Clock Tower Building is a pivotal structure in the Statesville Commercial Historic District and is listed on the National Register of Historic Places. The project aims to bring the three-story, 15,000-square-foot building—capped by a distinctive mansard clock tower—into full occupancy. With windows on all four sides, the space is being thoughtfully designed to accommodate upper-floor residential apartments while respecting the building's historic integrity. This project reflects a commitment to both architectural preservation and downtown revitalization in Statesville.

201 West Broad Street

Statesville, NC

Located in the heart of downtown Statesville, this historic commercial structure is currently undergoing restoration. Each of the three floors, approximately 5,000 square feet in size, is being redeveloped to support new use while preserving the architectural integrity

of the building. The structure features windows on all four sides and includes a partial basement, making it a strong candidate for upper-floor residential redevelopment. As part of the Statesville Commercial Historic District and listed on the National Register of Historic Places, this project contributes to the revitalization efforts of downtown and demonstrates our continued investment in historically significant properties.

102 & 104 South Main Street – The Soda Shop

Davidson, NC

Located just steps from the Sloan House, The Soda Shop occupies a pair of historic storefronts in the heart of downtown Davidson. The restoration of these two properties—both contributing structures to the Davidson Historic District—is currently underway. The project focuses on preserving original architectural details while updating interior infrastructure for continued commercial use. Once complete, the buildings will maintain their role as an iconic gathering spot and reinforce the character and walkability of Main Street.

112 W. Virginia Avenue – Central Drug & Soda Shop

Bessemer City, NC

The restoration of this iconic Main Street property—formerly Central Drug and Soda Shop—is currently underway. As a long-standing community fixture, this building holds deep historic and cultural significance in Bessemer City. The project includes the preservation of original storefront elements, interior architectural details, and signage while preparing the space for a new commercial life. This effort reflects the broader revitalization of Bessemer City's historic downtown and the value of maintaining its architectural identity.

Additional documentation and imagery of past work can be provided upon request or during the interview phase.



**PROPOSAL FOR THE
PRESERVATION AND ADAPTIVE
REUSE OF THE LOUISE SLOAN
HOUSE**

Submitted to: Town of Davidson, NC

Submitted by: James Privitt

Date: 5.2.2025

Email: james.privitt@gmail.com

Phone: 630-605-0082

Address: 2505 Paradise Ln, Flower Mound, TX
75028

Proposal for the Preservation and Adaptive Reuse of the Louise Sloan House

To: Davidson Town Council & Planning Department
From: James Privitt
Date: 5.2.2025



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Introduction

Dear Davidson Town Council & Planning Department,

My name is James Privitt, and I am both a former and future resident of Davidson. I have long-standing ties to the Lake Norman area, having recently lived in Huntersville, where I frequently visited Davidson to enjoy its historic downtown, cultural events, and vibrant community atmosphere. I am a proud Wake Forest University alumnus, a former employee of Duke Energy, and a passionate advocate for the preservation of Lake Norman's historic character.

Over the years living in and around the area, I often passed the Louise Sloan House—drawn to its quiet beauty and timeless presence—wondering about its story and future. It has long stood as a symbol of Davidson’s rich past, and I’ve often imagined how it could be restored and thoughtfully repurposed. This proposal reflects that vision.

Our goal is to restore the Louise Sloan House as a private historic lodging and flexible community venue through a phased approach that allows for live market testing and potential transition into a long-term retail concept. This strategy preserves the home’s historic integrity from day one, while creating a steady, low-impact business model that supports downtown businesses, enhances heritage tourism, and provides the Town with flexibility and data to guide future use.

About Us

Dual Expertise in Preservation and Real Estate

My wife and I bring a rare and valuable combination of experience in both historic preservation and modern real estate management. Over the past decade, I have worked as a professional historian and preservationist, restoring and adapting historic homes across multiple states, including properties dating as far back as the 1830s.

Preservation Experience

I’ve had the opportunity to work with several respected historic institutions over the years. At Naper Settlement, I led research, restoration, and the securing of grant funding for various historic buildings, adapting their use so their stories could be shared with the public. I have also done preservation work for the Glessner House in Chicago, a major architectural landmark. More recently, I played a key role in the restoration, adaptation, and public opening of the Gibson-Grant Home in Flower Mound, Texas—working closely with historians and preservation experts to ensure it stayed true to its original character while making it accessible to the community.

Real Estate Operations & Management

Together, my wife and I currently own and manage six homes, several of which are historic properties from the 1870s that we are actively restoring for public benefit and adaptive reuse. In addition, I manage over 20 leased properties across the Dallas-Fort Worth area. This includes hands-on experience in renovation, tenant relations, financial oversight, legal compliance, and contractor management.

Hands-On Craftsmanship and Design

I am highly skilled in restoring historic elements—from structural repair to painting, plumbing, and electrical systems—with a particular emphasis on period-appropriate techniques such as clapboard siding, tongue-and-groove paneling, and historical paint color analysis. My wife, an interior designer, shares a deep passion for history and has an extraordinary talent for blending

timeless historical aesthetics with modern sensibilities. She has a unique ability to create spaces that preserve historical integrity while captivating contemporary audiences, including those who might otherwise shy away from “old” buildings.

Lifelong Commitment

Preserving and adapting historic homes is more than our profession—it is our life’s passion and lifelong mission. Our ability to navigate historic regulations, collaborate with local and state preservation bodies, and honor the passion of local history advocates allows us to bring out the very best in properties like the Sloan House.

Proposal Summary

A Phased Strategy That Supports Davidson’s Vision

We believe the Town of Davidson’s interest in fostering retail uses for the Louise Sloan House—such as a craft brewery or distillery outpost—reflects a creative and community-focused vision. Our proposal builds on that by starting with a historically restored lodging and flexible-use venue that can serve as a launchpad for those very ideas. This approach ensures guaranteed economic utility, protects the architectural integrity of the house, and allows the Town and local entrepreneurs to assess market viability in real time without risking long-term structural or financial consequences.

Stability vs. Risk: Lodging vs. Retail

Small restaurants, bars, and retail concepts—especially those inserted into historic residential spaces—often experience high turnover and introduce permanent modifications that can jeopardize historical significance. In contrast, a historic lodging inn has a proven business model with steady occupancy and lower risk. According to national data, short-term rental occupancy rates in heritage districts average 65–80%, while new small food & beverage businesses face a 60–70% failure rate within five years.

A Venue with Built-In Market Research

Our proposal includes creating a high-end lodging and venue space that can host pop-up events—such as tastings or private nights—for local distilleries, breweries, wineries, restaurants, and shops. These events allow businesses to showcase their offerings while providing immediate economic and cultural benefits to Davidson. Meanwhile, the property otherwise functions as a fully restored lodging venue for out-of-town guests, alumni, wedding parties, and others seeking a unique historic experience.

This model provides:

- **Guaranteed daily use** and lease income through lodging

- **Flexibility** for the community and college to use the space
- **Low-impact market testing** for potential long-term retail tenants
- **Preservation integrity** through minimal structural intervention

A Bridge to Long-Term Commercial Use

If a specific concept proves popular and viable over time, we would welcome discussions about transitioning the property into a more permanent use (such as a distillery outpost), working with the Town to ensure appropriate design review and use of space. Until then, our approach ensures the home serves Davidson reliably, flexibly, and respectfully from day one.

Why Historic Lodging and Venue?

A Fit for Residential Scale and Community Use

The Louise Sloan House is a modest, residentially scaled structure originally designed for single-family use. In my professional experience, the most successful and sustainable adaptive reuse projects preserve the home's original form and function as closely as possible. A historic lodging and venue is a natural fit—honoring the residential intent while maximizing community and economic benefit.

Minimal Impact, Maximum Longevity

Unlike full-scale commercial conversions, this approach requires minimal structural alterations, helping maintain the architectural integrity and historic designation. It also supports long-term viability: hospitality use allows flexible booking and community engagement opportunities without the business volatility and extensive modification required by retail conversions.

This phased strategy also helps maintain public confidence in the future of the Sloan House. Rather than risking a revolving door of unproven retail businesses that may fail and alter the home's character, this model ensures the property has an immediate, stable purpose while gradually identifying what the community truly supports.

Measured Approach to Retail Concepts

Although a carefully executed retail concept—such as a craft distillery outpost with food truck partners—could be feasible, it carries greater risk and requires permanent structural changes that may compromise historical features. Retail uses in small historic homes often suffer from high turnover due to limitations in scale and layout. Therefore, I recommend that if the Town wishes to explore that route, it be done in a lightweight, scalable way (e.g., outpost tasting room with exterior amenities) to maintain adaptability.

Serving Davidson's Evolving Needs

By contrast, a historic lodging and venue space can host college visitors, tourists, wedding guests, or alumni, and can be made available for use by the Town, Davidson College, and local historical societies for private functions, heritage programming, and pop-up retail or community gatherings. Even local businesses could reserve the space for exclusive marketing events—blending tourism, heritage, and economic development in one elegant solution.

Proposal Overview

Ownership and Preservation Commitment

I propose to purchase and fully restore the Sloan House, ensuring that it remains an essential part of Davidson's history while also functioning as a unique and profitable asset that benefits the Town. Unlike restaurants or bars that would require major alterations, this approach ensures that the home remains largely untouched structurally, minimizing its risk of losing historic integrity.

Historic Lodging and Venue Concept

- The Sloan House will become a high-end, historically immersive inn and flexible-use venue, available to visitors attending Davidson College events, weddings, and cultural gatherings.
- The property will be furnished with period-appropriate décor, providing a unique boutique lodging experience that adds to Davidson's cultural tourism appeal.
- It will be bookable across all major platforms, and it will also serve as a flexible venue for small community events, university programming, and partnerships with local historical societies.
- This use will directly benefit local businesses, restaurants, and shops by attracting visitors who seek accommodations with character rather than standard hotels.

Phase 2 Potential: Distillery or Retail Activation Through Market Testing

- Once the house has been restored and is operating as a historic lodging and flexible-use venue, we will launch a coordinated pop-up event program that invites local distilleries, breweries, wineries, and restaurants to host tasting nights, food truck events, and cultural evenings.
- These pop-up events will be hosted on select weekends and weeknights, allowing vendors to test their offerings, generate sales, and connect with the Davidson community in a low-risk, high-impact environment.
- This model enables real-time market research: we and the Town will be able to observe which businesses generate strong demand and are well suited to the space.
- If one or more vendor concepts emerge with sustained success and interest, we will open a bidding process for a long-term lease agreement. That business would then have the

opportunity to transform the space into a full-time commercial use (e.g., a distillery outpost) in collaboration with us and subject to design review.

- This phase-based approach ensures that the Sloan House remains active and preserved throughout, and only shifts to a full commercial model when demand, fit, and preservation alignment have been proven.
-

Benefits to Davidson

1. Steady Use & Retail Market Discovery

- Establishing the Sloan House first as a historic lodging and flexible-use venue ensures immediate, reliable economic utility. Unlike speculative retail launches, this model has a proven success rate and creates an active community presence from the outset.
- Pop-up partnerships with distilleries, breweries, wineries, and restaurants offer an innovative way to do live market research and community testing—identifying which types of businesses resonate best with residents and visitors.
- This approach brings local and regional businesses into Davidson on a temporary, low-risk basis, giving the public access to a rotating mix of experiences and allowing those vendors to evaluate long-term fit before committing to a lease.
- Davidson benefits from an ever-evolving stream of offerings without jeopardizing the historical character of the home. This flexible event model supports small business incubation, strengthens economic resilience, and provides the Town with real data to inform future land-use decisions.

2. Economic & Tourism Impact

- Boosts local business revenue by attracting overnight guests who will eat, shop, and explore Davidson.
- Enhances cultural tourism, leveraging Davidson’s historic appeal to attract visitors beyond just college-related events.
- Encourages preservation-friendly development, as guests will experience a genuine historic setting.
- The distillery/beer outpost potential aligns with North Carolina’s growing craft beverage industry while avoiding the large-scale impact of a full restaurant.

3. Tax Incentives

- Through private ownership and residential/commercial use, the Sloan House will return to the tax roll, generating annual revenue for Davidson.
- Restoration of the house will increase the property’s tax assessment, raising the overall property values in the surrounding area.
- The project may qualify Davidson for state or federal preservation grants or tax benefits, potentially easing the financial burden of maintaining other town-owned historic properties.

4. Heritage Preservation

- Restoring the Sloan House ensures that an important part of Davidson's history is not only saved but actively used and appreciated by both visitors and residents.
- As part of this preservation plan, we will establish covenants ensuring that any future owners uphold the home's historical integrity and narrative, protecting its legacy for years to come.

5. Cost Savings & Low Structural Impact

- The Town is relieved of the financial burden of maintaining the home, transferring ownership to a private party committed to restoration.
- Minimal structural modifications compared to a restaurant or bar, ensuring the house retains its original features and charm.
- Long-term preservation ensured through private ownership, preventing neglect, vacancy, or inappropriate renovations.

6. Public-Private Partnership & Adaptive Reuse

- This model keeps the property open to the public, ensuring that it serves as an active part of Davidson's identity.
- Potential collaboration with the Town, local historians and Davidson College to offer occasional historic programming or events.
- Supports Davidson's goals of sustainable development without adding unnecessary strain on infrastructure.

Developer Qualifications

Similar Projects Undertaken

Over the past decade, I have led numerous historic preservation and adaptive reuse projects, including:

- **Naper Settlement (Naperville, IL):** Restored the Hobson Law Office, including roof, siding, interior wall treatments, flooring, and furnishings, adapting it for use as a living history site for public and school education.



- **Martin Mitchell Mansion:** Managed brick, tile, window, and door restoration projects.



- **Glessner House (Chicago, IL):** Directed preservation work aligned with established architectural standards.



- **Gibson-Grant Log House (Flower Mound, TX):** Consulted on the overall restoration, reuse, and public interpretation.



- **Private Restorations:** Acquired and restored multiple historic homes—including one dating back to the 1870s—transforming them into desirable, successful rental properties.



These projects have been financed through a combination of personal capital, strategic loans that preserve liquidity, and targeted grant funding opportunities. I have overseen all phases of each project—from scope and budgeting to contractor coordination and preservation compliance.

Experience with Historic Preservation Standards

My work consistently follows the Secretary of the Interior’s Standards for the Treatment of Historic Properties. I have implemented all four treatment approaches—Preservation, Rehabilitation, Restoration, and Reconstruction—across my projects to ensure that each property’s historical integrity is preserved.

Experience Securing Tenants

With direct oversight of more than 20 rental homes across DFW, I’ve developed and maintained leasing strategies that consistently attract and retain quality tenants. My average tenant retention exceeds five years, driven by responsive management, strong tenant relationships, and thoughtful property positioning.

Operations and Maintenance Experience

I have sustained long-term occupancy and strong performance across my real estate portfolio by proactively maintaining properties, resolving repair needs quickly, and preserving asset value. My management includes overseeing repairs, working with contractors, and ensuring operational continuity—all critical skills that translate to a successful and enduring outcome for the Sloan House.

Staff and Consultant Resources

To support the objectives of this project, I intend to work with the following professionals with experience in the Davidson and greater Charlotte/Lake Norman region:

- **Architect:** We intend to collaborate with and evaluate bids from architects with proven historic preservation experience and who are supported by Preservation North Carolina. Of those, we are especially interested in:
 - **Jenkins Peer Architects** (Charlotte)
 - **Morgan Architecture Consulting** (China Grove)
 - **Joseph K. Oppermann Historic Architecture** (Winston-Salem)
- **Contractor:** J. Barwick Construction – Known for high-quality work on historic renovation and preservation projects.
- **Masonry Specialist:** Presto Restoration – Experts in historic masonry repair, based in Charlotte.

These professionals, combined with our own hands-on expertise and project leadership, form a highly capable team prepared to meet the goals of the Sloan House restoration.

Financial Capacity

Real Estate Portfolio & Example Project

I currently own and manage six residential properties—including several historic homes—as well as manage over 20 additional single-family leased properties for MVC Properties in the Dallas-Fort Worth area. This portfolio includes both short/long-term rental holdings and properties undergoing active preservation and adaptive reuse.

One notable example is the restoration of a private 1870s home in Texas. The project has involved full roof and siding replacement, interior plaster repair, historic window restoration, and period-appropriate furnishing. The timeline spans approximately 12–18 months, and the financing structure includes a combination of personal capital, local historic restoration grants, and a short-term renovation loan through NuWave Lending. Upon completion, the home will serve as a boutique heritage rental and community-use venue.

Active Project Pipeline

- **1870s Historic Residence – Texas** (In progress): Full exterior/interior restoration (Q3 2024–Q2 2026).



- **20+ MVC Rentals – DFW Metroplex:** Ongoing property management, leasing, and maintenance.



These projects are all actively managed with well-defined schedules and financial plans.

Lending Capacity & References

I am currently pre-approved with **NuWave Lending**, a private lending firm experienced in residential investment and adaptive reuse funding. In addition, I maintain working relationships with Texas Bank and Trust and have previously collaborated with regional credit unions to fund both personal and portfolio restorations. Lender references can be provided upon request.

Historic Tax Credit Utilization

I intend to pursue federal and/or state historic rehabilitation tax credits to support the Sloan House project. These may include:

- **Federal Historic Preservation Tax Incentives Program** (20% credit for certified historic structures)
- **North Carolina Historic Rehabilitation Tax Credit** (15–25% state credit for income-producing historic properties)
- Potential local preservation or small business improvement grants, depending on Davidson’s economic development programs

These incentives will be used to offset qualified rehabilitation costs while ensuring all work meets the Secretary of the Interior’s Standards.

Rehabilitation and Development Concept

Rehabilitation Plan & Preservation Approach

The rehabilitation of the Sloan House will follow a minimally invasive approach, preserving the original clapboard siding, wood windows, doors, moldings, and overall structure. Modern systems—including plumbing, HVAC, and electrical—will be upgraded/integrated discreetly to avoid disturbance of historic features. These will be routed through crawlspaces, attics, or previously modified service areas.

A preservation maintenance plan will be sustained through an annual preservation fund, with yearly inspections and ongoing repairs by qualified preservation contractors. In addition, covenants or deed restrictions will be established to protect the structure’s historic integrity in perpetuity.

Building Use & Concept Plan

The building will serve as a full-property historic lodging and flexible-use venue. The interior will include:

- Restored parlor and dining room for guest use, community receptions, or lectures
- Private, historically furnished guest rooms with subtle modern comforts
- Hospitality station with coffee and refreshments
- Flexible event or education space for college and Town programming

No additions or deletions to the structure are planned. Improvements will include period-appropriate landscaping and signage. A detailed layout and architectural concept plan will be developed during Phase 1 in partnership with selected architect.

Preliminary concept renderings of the proposed Sloan House Inn historic lodging and venue:

Accurately & tastefully restored exterior with shared activity spaces



Charming living/flex spaces that tell the history of the house and downtown Davidson



Classic, elegant bedroom designs



Potential distillery outpost concept:



Interpretive Elements

To highlight the history of the Louise Sloan House:

- Interpretive signage may be placed at the entry or within the grounds, explaining the home's origin and evolution
- Inside, framed historic photographs and a small exhibit may share the story of the Sloan family and Davidson's broader history
- Collaboration will be pursued with Davidson College and local historians to host seasonal walking tours or educational events

Restoration & Timeline Plan

The following development schedule is structured in three sequential phases, allowing for efficient planning, preservation compliance, and financial control.

Phase 1: Acquisition & Initial Planning (Months 1–6)

- Finalize ownership structure with the Town.
- Conduct structural inspections and develop a preservation plan with architectural specialists.
- Begin interior restoration, including plumbing, electrical updates, and climate control installation.

Phase 2: Restoration & Adaptive Reuse (Months 6–18)

- Exterior restoration to strictly adhere to the Town's Historic District Design Standards, maintaining the home's original aesthetic and historical features.
- Interior furnishing and setup for the luxury historic lodging and venue experience OR adaptation for a tasting room/distillery setup.
- Implement historic tourism programming options in collaboration with Davidson College and local organizations.

Phase 3: Operational Launch & Community Engagement (Months 18–24)

- Launch marketing efforts targeting Davidson College alumni, tourists, and event attendees.
 - Host opening events in coordination with local businesses.
 - Establish an annual preservation fund to maintain the property’s long-term integrity.
-

Acquisition Offer

In recognition of the significant initial investment required to restore, remodel, adapt, and furnish the Louise Sloan House—estimated at \$600,000 to \$700,000—I propose a symbolic purchase price of \$1,000 for the property, with the understanding that the amount is negotiable.

This offer ensures that public ownership transitions to a private preservationist who is deeply committed to the home’s long-term restoration and public benefit. I am not seeking a partnership or phased payment arrangement. Instead, I will assume full financial responsibility for the property’s rehabilitation, offering the Town of Davidson substantial long-term value through economic, cultural, and heritage returns.

Acceptance of Historic Preservation Limitation

I fully acknowledge and accept all historic preservation limitations and requirements as outlined by the Town of Davidson. These include:

- Acceptance of protective covenants or other legal instruments, and full design review authority by the Davidson Historic Preservation Commission.
- Agreement that no portion of the property will be demolished—including demolition by neglect—without prior written consent from the Town of Davidson.
- Agreement to the Town’s first right of refusal in the event of resale and to its option to repurchase the property should any covenant violations occur and remain uncorrected.
- Understanding that the covenant agreement will be recorded with the county Register of Deeds and will run with the deed in perpetuity.
- Agreement that the subject property will not be subdivided without prior written consent from the Town.
- Recognition that the Historic Preservation Commission retains final authority over all material changes to the property.

These protections align with my personal and professional commitment to long-term historic preservation and to ensuring the Louise Sloan House remains a treasured part of Davidson’s architectural heritage.

Next Steps

1. **Schedule a Meeting**

I would love the opportunity to meet with the Davidson Town Council and Planning Department to present this vision, answer any questions, and discuss how we can collaborate on this effort.

2. **Formalize Agreement**

Develop clear terms for the sale, restoration expectations, and operational guidelines to ensure the Sloan House remains an asset to the community.

3. **Launch Restoration & Adaptive Reuse**

Upon agreement, I will immediately begin work on the restoration plan, ensuring that the Sloan House is brought back to life efficiently and respectfully.

References

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Additional Considerations

Why Us?

We have long-standing ties to North Carolina, having lived in Winston-Salem, Charlotte, Huntersville and frequently visiting Davidson's historic downtown, restaurants, and cultural sites. We have always admired Davidson's dedication to history, and now that we plan to move back to the area with my family, we want to ensure the Town's historic charm remains preserved.

Preservation & Real Estate Expertise

- Extensive experience in historic preservation, restoration, and adaptive reuse.
- We own and manage successful real estate properties with a focus on commercial as well as appealing short-, medium-, and long-term rentals, while also maintaining long-term sustainability and historic integrity.
- Have hands-on experience with historic home restoration, including structural repairs, roofing, woodwork, and period-appropriate interior design.

Financial & Logistical Capability

- We have the financial resources to purchase and restore the home responsibly.
- Our expertise in this niche type of real estate investment, property management, and historic preservation ensures the project is successful and well-maintained long-term.

Closing

Davidson is a Town rich in history and character, and the Sloan House is a vital piece of that story – this is an opportunity for it to tell that story while best serving the community. I appreciate your time and consideration and look forward to discussing this proposal in more detail.

Sincerely,

James Privitt 📍 2505 Paradise Ln, Flower Mound, TX 75028

📞 630.605.0082 | ✉️ james.privitt@gmail.com

LOUISE SLOAN HOUSE

Proposal: Bamford Fine Violins



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SUMMARY

Introduction

Bamford Fine Violins is an established and highly regarded violin shop that has proudly served the Davidson community and the greater Charlotte area for several years. The shop offers expert repairs on stringed instruments, a wide selection of rentals, music lessons, and the sale of new and historic stringed instruments, including works by local and internationally recognized makers.

Located in Davidson's historic district at 102 S. Main St., Bamford Fine Violins is owned and operated by a husband-and-wife team, Sarah and Jason Bamford. The Bamfords moved to the area in 2018 to operate what was then Davidson Violins. After successfully managing the shop and growing a client base, the Bamfords launched Bamford Fine Violins when Davidson Violins relocated out of state, taking over the current location and clientele. As a destination store, Bamford Fine Violins attracts musicians and enthusiasts from across the region from over 100 miles away to visit Jason Bamford, a professional luthier, in addition to serving Davidson families on a daily basis. They have built a strong reputation for quality service, technical expertise, and a deep commitment to orchestral stringed instruments.

Interest

Bamford Fine Violins is interested in acquiring the historic Louise Sloan House to expand its existing business operations and to give back to the community that has supported the shop throughout its growth.

The business's current operating location at 102 S. Main St. limits its growth capacity, and the building was recently sold, resulting in uncertain lease terms. By acquiring the Louise Sloan House, Bamford Fine Violins will be able to maintain its reputable presence within historic downtown Davidson while expanding its offerings, creating more opportunities for families and professionals to visit and engage with the town.

Bamford Fine Violins intends to transform a portion of the property into an outdoor event venue. Plans include an intimate outdoor space capable of hosting recitals and small-to-medium-sized performances. During events, opportunities will be offered to neighboring businesses and local nonprofit organizations to engage with attendees through pop-up sales and tables.

Bamford Fine Violins also intends to partner with the Town of Davidson to display historical signage and join the Davidson Placemaking Program, further contributing to the town's vibrant ecosystem and culture.

Benefits to the Town of Davidson

Bamford Fine Violins will provide several benefits to the Town of Davidson that address key challenges outlined in the Downtown Small Area Plan while aligning with the town's goals and expectations for the Sloan House. The property will remain largely unchanged, with no major renovations or additions. Bamford Fine Violins aims to restore and retain its historic character, celebrating it as a key feature of downtown Davidson.

The improvements to the front lawn and exterior will enhance downtown aesthetics and improve walkability and integration between Davidson's historic downtown core and South Main Street business district.

Bamford Fine Violins will fit seamlessly into the town's arts and events calendar, including Christmas in Davidson, Gallery Walk, Art on the Green, First Fridays, and Davidson Farmers Market Saturdays, by hosting performances, events, and vendor space.

Bamford Fine Violins produces significantly less waste than a traditional retail store (packaging waste) or food service business (food waste), leaving a meaningful impact in the community while maintaining a small environmental footprint.

As a unique business, Bamford Fine Violins contributes to the diverse mix of downtown enterprises that create a vibrant culture.

Goals and Alignment: Bamford Fine Violins at Sloan House

Goals for Sloan House	Solution	Town Benefit
Grant a preservation easement on the property to a qualified preservation organization	Bamford Fine Violins will grant an easement to Preservation NC	Ensures the property's long-term protection
Celebrate the history of the house through such interpretive means as signage, artwork, or exhibits	Historical signage and indoor displays	Educates visitors and honors local heritage
Harmonize with historic business district	A violin shop aligns with the town's unique, artistic identity	Reinforces the character of downtown
Become an aesthetically appealing historic asset for Davidson	Thoughtful hardscaping, landscaping, and restoration	Elevates historic downtown aesthetics
Be an active and vibrant contributor to the local economy	Hosting events in collaboration with local businesses and non-profit organizations	Fosters community, culture, and cohesion

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Fine Violins

Key Challenges Identified by the Town

Key Challenge	Solution	Town Benefit
Downtown businesses create a lot of daily landfill waste	Produces significantly less packaging and food waste compared to typical retail stores and restaurants	A small environmental footprint
People rarely walk from North Main Street to South Main Street	A public gathering or resting space with brick sidewalk, benches, art installations, and an outdoor venue that fits into the town's arts and events calendar, such as Christmas in Davidson, Concerts on the Green, and First Friday	Captures curiosity and encourages exploration between North Main St. to South Main St.
Individuals in West Davidson feel disconnected and unwelcome downtown	Host inclusive events like Gospel Fest-style performances and multigenerational gatherings with seating and programming	Fosters belonging and community among all residents

Broader Downtown and Placemaking Goals

Downtown Improvement Goal	Proposal Alignment
Increase accessibility to downtown from surrounding neighborhoods and within downtown by making it easier to walk, bike, and park	✓
Build upon its status as Davidson's social and civic center and create additional compelling public spaces	✓
Strengthen existing businesses by increasing customer accessibility	✓
Encourage a mix of uses in each building to create a vibrant and active downtown	✓
Broaden the downtown area through design and redevelopment to better integrate North Main and South Main Streets and the edge areas along Jackson and Depot Streets	✓
Protect historic character	✓
Actively preserve and maintain Davidson's cultural heritage and historic resources	✓
Design public spaces, parks, and plazas to encourage social interaction, cultural experiences, and recreation	✓
Align with town events and festivals	✓
Be an active and vibrant contributor to the local economy	✓

Team Members

To ensure the proposed restorations and developments align with the Town of Davidson's vision for the property, respects the historical significance, and is financially feasible, Bamford Fine Violins have retained the following professionals:

Haversack LLC, Partner

Oversight of the project will be a joint effort between Bamford Fine Violins and Haversack Holdings LLC (DBA - Haversack LLC).

Haversack LLC is a Davidson-based business with whom Bamford Fine Violins formed a personal relationship through their music lesson services. This partnership enables the financial feasibility of acquiring the property and performing all restorations and development. Haversack LLC has the express intention of hosting Bamford Fine Violins on the premises as the tenant.

Please see the attached preliminary lease agreement for reference.

Natalie J. Morgan, Morgan Architecture + Consulting PLLC, Architect

Ms. Morgan, a long-time customer of Bamford Fine Violins, will oversee the architectural design and planning for the restorations and event space development.

Ms. Morgan is the owner and principal architect of Morgan Architecture + Consulting, PLLC. Based in China Grove, NC, her primary commercial focus is on Historic Mixed Use Downtown Renovations with a specialization in historic residential homes. Her expertise will be critical in creating a functional and aesthetically pleasing venue that complements the existing structure.

Ben Masterson, Historical Preservation Specialist, Consultant

Mr. Masterson will ensure that all rehabilitation work adheres to best practices in historic preservation and honors the integrity of the property.

Mr. Masterson's expertise navigating historic building requirements will ensure the project remains sensitive to the home's heritage. His ownership of a lumber mill will ensure replacement materials are historically appropriate for the restoration project.

Contact Information

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DEVELOPER QUALIFICATIONS

Similar Projects Undertaken by The Respondent

Bamford Fine Violins' primary focus has been the operation of its retail, repair, lesson, and rental services. However, managing the business within a historic property has provided valuable experience in adapting historic spaces to balance preservation with functionality.

Over time, Bamford Fine Violins has made a series of improvements to its current location to better serve its clientele and expand its offerings.

Through this process, the business has demonstrated the ability to:

- Adapt interior spaces to meet specific functional needs while respecting the building's historic aesthetics.
- Fund improvements through reinvested profits and maintain strict budget control.
- Oversee small-scale commercial renovations while minimizing disruption to operations.

The project details included:

- **Interior Renovations:** Minor interior renovations and build-outs established dedicated lesson studios, a professional repair workshop, and enhanced retail display areas and storage through the use of custom-built display units utilizing the provided picture rails. While these efforts do not represent a full-scale historic rehabilitation, they demonstrate the business's ability to adapt interior spaces to meet specific functional needs while respecting the aesthetics of the building.
- **Project Financing:** These improvements were funded through the reinvestment of business profits and careful budget management, reflecting Bamford Fine Violins' commitment to financial sustainability and disciplined planning.
- **Development Oversight:** All modifications were managed directly by the owners of Bamford Fine Violins, including vendor selection, contractor oversight when necessary, and ensuring minimal disruption to daily operations.

Bamford Fine Violins recognizes that the Sloan House represents a broader scope of work and has assembled a team of experienced professionals to guide the project to success.

Similar Projects Undertaken by Team Members

By Morgan Architecture + Consulting

Ms. Morgan is actively working on a nationally registered and tax credit project at 121 N Main St. in Salisbury, NC for business and retail occupancy.

This project includes cooperating with local historic preservation boards and historic districts in Salisbury, working directly with Brett Strum on the state level, and utilizing the new submission process online on the national level. All of the historic documentation has been led by the architectural team with close oversight of the owners.

Furthermore, Ms. Morgan is familiar with downtown Davidson zoning from her time in the Davidson Planning Department and from attending numerous local events. Ms. Morgan also maintains her own historic home in China Grove.

By Mr. Masterson

Mr. Masterson previously served as the historian of record in Old Salem, NC, where he worked with Old Salem Museums & Gardens on the restoration of historic properties throughout the region.

Historic Preservation and Secretary of Interior Standard

All submissions and work to date for Morgan Architecture + Consulting's project at 121 N Main St in Salisbury have integrated modern design features with the existing structures' historic fabric that meet the Secretary of Interior's Standards.

Identify and Secure Target Tenants

As a small, family-owned business, Bamford Fine Violins does not have experience identifying or securing target tenants. Bamford Fine Violins will serve as the long-term tenant of the Sloan House, and therefore there will be no need to secure a tenant for the property.

It is also worth noting that the financial partnership between Bamford Fine Violins and Haversack LLC is not a commercial real estate investment venture. Rather, it represents a grassroots commitment to the growth of an existing local business and its continued service to the Davidson community. The partnership aims to support the local economy and enhance downtown Davidson through thoughtful, community-oriented use of the Sloan House.

Commercial Real Estate Operation and Maintenance

While Bamford Fine Violins does not have experience operating commercial real estate projects, the owners successfully managed Davidson Violins for years, demonstrating strong capabilities in maintaining a commercial space and addressing ongoing operational needs - including routine maintenance, vendor management, financial oversight, and adapting the space to meet customer needs.

They also maintained a reliable flow of customers for sales, rentals, and repair services, along with consistent enrollment in their lesson programs. This sustained engagement reflects their ability to attract and retain their target audience over time — the functional equivalent of full occupancy in their business model.

Project Staffing

Architect	Natalie Morgan Morgan Architecture + Consulting, PLLC 206 Patterson St, China Grove, NC 28023 704-397-1607 www.morgan-architecture.com
Historic Preservation Specialist	Ben Masterson Elkin, NC (336) 918-4885 Benmasterson@gmail.com
Structural Engineer	David Morton Morton Engineering China Grove, NC (704) 857-0252 dmmorton58@outlook.com
MEP Engineer	Sam Collins S. E. Collins Consulting Engineers 1817 E. Innes Street - Suite 201 Salisbury, NC 28146 (704) 638-6337 scollins@scollinseng.com
Contractor	Ken Jones Jones Family Builders, Inc. Mt. Ulla, NC (704) 663-7181 ken@jonesfamilybuilders.com

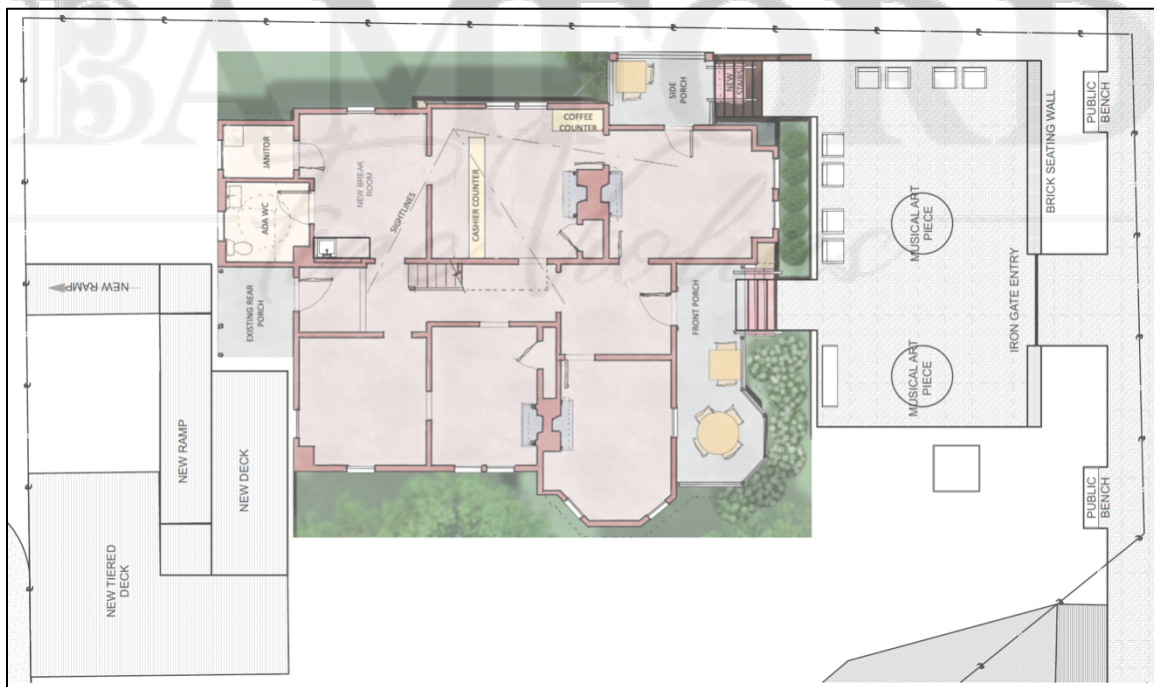
REHABILITATION & DEVELOPMENT PLAN

Bamford Fine Violins proposes a rehabilitation plan that will preserve the existing layout and historic character of the property while integrating functional updates that support accessibility, safety, and long-term use.

The team's approach prioritizes the retention of original materials and features, places modern systems in non-intrusive locations, and incorporates a practical maintenance plan to ensure the building is preserved in perpetuity.

Interior Rehabilitation Plan

The rehabilitation plan for the interior requires minimal changes for an updated restroom and cosmetic touch ups to the interior and envelope of the home to retain its historical features.



Exterior Rehabilitation Plan

The exterior plan includes a wood deck along the rear of the house with an attached ADA ramp in the rear of the property, brick sidewalk and a brick masonry wall, and a landscaped area on the front lawn to install art features and signage.

The team will work with the Town of Davidson on the appropriate sizing and historic committees for materials and adhere to the protected watershed area limitations.

Addition of Modern Building Systems

All modernization will occur in the rear area of the home where the former kitchen and back porches were.

This includes:

- Replacing the existing bathroom with an ADA compliant, unisex restroom with 1930s features (consistent for c., 1900 homes).
- Adding a prep sink in the back room for basic food prep.
- Constructing a wooden ADA ramp to the rear entry of the property, allowing the front entry to remain historically intact.
- Updating the plumbing and mechanical systems (the existing electrical updates are sufficient for the intended use).

Maintenance Plan

To ensure the long-term preservation of the property, Bamford Fine Violins will implement a preventative maintenance plan as part of ongoing operations.

This includes:

- Replacing any broken pieces of the historic finishings with in kind materials
- Regular inspections to identify any signs of deterioration, needed repairs, or potential issues
- Routine cleaning (interiors, roof), lawn maintenance, pest control, and touch-ups
- Allocating a portion of our annual operating budget for ongoing maintenance
- Documenting records of maintenance activities and repairs
- Training staff on the proper care and maintenance of the historic building and its systems

Overall, the rehabilitation plan will follow the site concept design recommended by the Town of Davidson in the Louise Sloan House report with slight modifications for integrating the outdoor performance stage into the rear ramp.

Proposed Building Space Utilization

Proposed Uses for the Interior

Main Entry/Reception Area: A welcoming reception area for customers, students, and visitors.

Main Floor Rooms: Dedicated lesson studios, with the exception of the back room where the janitor closet is located which will serve as an office for Bamford Fine Violins.

Second Floor: The second floor will be used as the instrument repair shop and workspace. For safety, it will be off-limits to the public.



Proposed Uses for the Exterior

Location	Description	Rendering
Front Porch/Patio	A stage for small recitals.	
Front Lawn	A public gathering space with brick sidewalks, benches, a town directory, and interactive musical art installations (e.g., a music park). An iron gate and trellis over the walkway will suggest a threshold that can be closed for ticketed events or left open to welcome visitors. The lawn will also host pop-up vendors during performances and town events.	

Side/Rear
Lawn

The deck will serve as a stage capable of hosting small-medium sized performances.



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Historical Building Program

Bamford Fine Violins will hire Ms. Morgan (Morgan Architecture + Consulting) to develop a program that celebrates the house's history and previous owners while weaving in the story of its new caretakers through a simple interpretive plaque or a more in-depth publication documenting the restoration journey.

With Ms. Morgan's experience integrating historical narratives of a building into modernized spaces through art and storytelling, Bamford Fine Violins anticipates a collaborative process with her team and the Davidson Historical Society to ensure the legacy of the Sloan House is preserved.



DEVELOPMENT SCHEDULE

Upon turnover of the property, Bamford Fine Violins expects the following development activities to take place within the estimated time frames:

- **Planning and Initiation, 4-6 months**
 - Procure permits, approvals, and bids to begin work.
- **Execution, Phase I, 3-6 months**
 - Asbestos and lead abatement, and demolition
 - Exterior construction including masonry, enclosure, and roofing
 - Interior construction including flooring, fixtures, and finishes
- **Execution, Phase II, 3-9 months**
 - Electrical hookups for outdoor lighting
 - Rough and finish grading
 - Site amenities
- **Final Relocation, 1-2 months**
 - Full relocation of Bamford Fine Violins from current Main St. location

Development Stage Details

The restoration and development plan will occur in two stages. Bamford Fine Violins will occupy the property once Phase 1 is complete and host a grand opening once Phase 2 is complete.

Phase 1

- Completed within 3-6 months of permitting
- Focus on ADA compliance
- Updating plumbing systems
- Securing the foundation and making major repair work.
- All interior cosmetic work.

The removal of historic features, such as doors, will be kept safely in storage where they will not deteriorate and can be reinstalled in original locations after the restoration is complete.

Phase 2

- Completed within 3-9 months of permitting
- Overlaps with Phase 1
- Exterior electrical work, hardscaping, and site amenities

While both phases are expected to proceed concurrently, Phase 2 will follow a different completion schedule due to the complexity of the work and potential weather-related delays.

The projects planned for Phase 2 allow additional time for coordination with specialized subcontractors and to ensure all exterior work meets historic preservation standards. Since the hardscape design may not be finalized by the time tenant occupancy begins, this approach provides the necessary flexibility.

The Maintenance Recommendations outlined in the Sloan House Report will occur in the following phases:

Foundations

- Phase 1
 - Ensure proper drainage away from structure.
 - Repoint historic mortar with correct mortar composition matching existing mortar strength.
 - Provide expansion joint material and sealant where modern brick panels meet historic brick piers rather than Portland cement mortar.
 - Clean organic growth off bricks.
 - Repair brick pier at side porch.
- Phase 2
 - Determining the appropriate option to allow air to circulate under the front porch by opening spaces between piers at front porch and covering with lattice or providing a crawl space vent.

Envelope

- Phase 1
 - Clean roof valleys.
 - Have a roofer evaluate whether roofing can be repaired or needs to be replaced.
 - Repair built-in gutters along porches and west bay and associated wood soffits.
 - Have a mason to evaluate the condition of chimneys to see if parging needs to be removed.
- Phase 2
 - Consolidate/repair rotted portions of wood siding, trim, and sills.
 - On pieces where paint has worn completely away, scrape and repaint. Where paint film is intact, sand smooth and repaint over existing paint.
 - Investigate sealing options for the original and historic doors and seal exterior doors.

Porches

- Phase 1
 - Repair side (East) porch roof structure.
 - Repair/rebuild rear porch stair railings including new ADA ramp.
- Phase 2
 - Provide handrails for front porch steps that are visually indiscreet from the street/ sidewalk.
 - Repair rotted portions of porches.
 - Probe above the front porch ceiling and inspect for framing damage.

Interior

- Phase 1
 - Retain historic features identified in the report (with minor interior changes aside from new restroom and break room area)

Building Systems

- Phase 1
 - Address the toilet facilities (new layout to meet ADA compliance with modern finishes)
 - Investigate and evaluate stormwater management
- Phase 2
 - Evaluation HVAC to see if better systems are available that are sensitive to the historic house.
 - Deflect heat pump exhaust away from wood to prevent moisture damage.



Estimated Construction Costs

Item	Quantity	Unit Measure	Unit Cost**	Unit Total**
Demolition	400	SF	\$8 \$10	\$3,200 \$4,000
Asbestos & Lead Abatement (Allow)	2300	SF	\$3	\$7,500 \$10,000
Access to Building				
Handrails	50	LF	\$40	\$2,000
Wood Steps (2 porches)	11	Per Step	\$140	\$1,540
Foundations				
Masonry Repair (Allow)	500	SF	\$50 \$60	\$25,000 \$30,000
Crawlspace Moisture Protection	1500	SF	\$8	\$12,000
Exterior Enclosure				
Exterior Painting	3000	SF	\$10	\$30,000
Wood Repair/Restoration (Allow)	500	SF	\$100	\$50,000
Window Restoration	10	EA	\$1,200 \$1,500	\$12,000 \$15,000
Exterior Door Replacement	1	EA	\$1,000 \$2,500	\$1,000 \$2,500
Porch Repairs	200	SF	\$50	\$10,000
*New Exterior Ramp & Stage	1	EA	\$32,000	\$32,000
Roof System				
Metal Shingle Replacement	2000	SF	\$30	\$60,000
*Metal Shingle Roof Repairs & ReSealing	2000	SF	\$15	\$30,000
*New Gutters & Downspouts	200	SF	\$40	\$8,000
Gutter & Downspout Cleaning	200	SF	\$8	\$1,600
Roof Structure Limited Repairs (Allow)	500	SF	\$20	\$10,000
Interior Construction				
*Floor Refinishing				\$15,000
*New Restroom Configuration & Finishes				\$15,000
*Light Fixture Allowance				\$5,000

Partitions	250	SF	\$15	\$3,750
Interior Doors (WC)	1	EA	\$500	\$500
Specialties (Toilets, etc)	1500	SF	\$2	\$3,000
Interior Finishes				
Wall Finishes (Allow)	250	SF	\$20	\$5,000
Floor Finishes (Allow)	250	SF	\$10	\$3,500
Plumbing	1500	SF	\$10	\$15,000
HVAC	2000	SF	\$20	\$40,000
Electrical (Allow)	2300	SF	\$5	\$11,500
MATERIALS & LABOR TOTAL				\$299,590 \$365,890
General Conditions @ 8%-8.5%				\$29,271
Contractor Overhead & Profit @ 25%-18-22%				\$80,496
*Historic Documentation Services 2-4%				\$14,636
*Proposed Contingency 15%				\$54,884
Building Total				\$545,177
SITEWORK				
Mobilization				
Mobilization of equip & crews	1	Lump Sum	\$7,000	\$7,000
Control of Work				
Construction Staking, Lines	1	Lump Sum		\$10,000
Demolition				
Tree Protection	1	Lump Sum		\$2,000
Remove Existing Concrete	600	SF	\$3	\$1,800
Remove Existing Vegetation	1	Lump Sum		\$500

Erosion and Sediment Control	1	Lump Sum		\$3,000
Stormwater Control	1	Lump Sum		\$2,000
Utilities				
String Lights with support cabling	100	LF	\$10	\$1,000
String light support poles and footing	6	EA	\$1,500	\$9,000
<i>Electrical Hookups for outdoor lighting</i>	1	<i>Lump Sum</i>		\$2,500 \$8,500
Paint existing backflow preventer cover	1	Lump Sum		\$100
Earthwork				
Rough and Finish Grading	1	Lump Sum		\$3000 \$5,500
Paving				
Concrete Paving, 5" depth	500	SF	\$7	\$3,500
Brick Paving	600	SF	\$17	\$10,200
Concrete Slab under pavers, 4" depth	600	SF	\$5	\$3,000
Unit Paving	500	SF	\$17	\$8,500
Concrete Slab under Pavers, 4" depth	500	SF	\$5	\$2,500
Pavement Marking	2	EA	\$40	\$80
Planting				
Shrub	70	EA	\$150	\$10,500
Seed	1500	SF	\$0.25	\$375
Site Amenities				
Wood Deck	600	SF	\$40	\$24,000
Bistro Tables with Chairs	3	EA	\$600	\$1,800
Tables with Chairs and Umbrellas	6	EA	\$4,000	\$2,400
<i>*Chairs</i>	8	EA	\$800	\$6,400
<i>*Art Features bases & specialty lighting</i>	3	EA	\$1,500	\$4,500
<i>*Masonry Wall</i>	150	LF	\$65	\$9,750

<i>*Iron Gate</i>	<i>1</i>	<i>EA</i>	<i>\$5,500</i>	<i>\$5,500</i>
<i>*Signage (Allowance)</i>	<i>1</i>	<i>Lump Sum</i>		<i>\$4,500</i>
Signage				
Recommended ADA Striping	1	EA	\$25	\$25
Recommended ADA Parking Sign	1	EA	\$100	\$100
Total Construction Estimate - Landscape			Total	\$130,480 \$137,830
Building Total				\$545,177
			Building SF	\$2,300
			Cost per SF	\$237
ESTIMATED CONSTRUCTION TOTAL				\$683,007

** In comparison to the estimated constructions costs in "Sloan House Conditions Assessment & Building Use Study" on page 56:

Italics denote additions or changes to the original assessment document.

~~Strikethrough~~ represents an updated or removed amount compared to the assessment document.

FINANCIAL CAPACITY

Real Estate Portfolio, Projects, Financing

Bamford Fine Violins does not currently own or manage additional properties at this time which ensures capital and resource availability and flexibility. Nor is Bamford Fine Violins undertaking other current projects allowing Sloan House to receive their full attention.

No lender or financing procurement is required for Bamford Fine Violins' purchase of Sloan House. Cash payment will be provided at the time of purchase to acquire the property. Funding for both the purchase and rehabilitation has been obtained in full.

Bamford Fine Violins' plans to apply for the Davidson Placemaking Grant, the Davidson Main Street Business Grant, and additional grants for operating and inventory purposes for Bamford Fine Violins.

No historic rehabilitation tax credits will be used for this project.

ACQUISITION OPTIONS

Bamford Fine Violins is prepared to provide \$800,000.00 in-cash offer, in full, at the time of closing to secure the purchase of Sloan House. No payment terms or payment schedule is needed nor requested.

ACCEPTANCE OF HISTORIC PRESERVATION LIMITATION

Bamford Fine Violins accepts and agrees to the following Historic Preservation Terms:

The developer shall acknowledge acceptance of protective covenants or other appropriate legal instruments and design review authority by the Town of Davidson through the Historic Preservation Commission, including prevention of demolition of any portions of the subject property, including demolition through neglect, without prior written consent of the Town of Davidson.

The Town retains a first right of refusal on the property in the event of a sale and retains the option to repurchase the property if the covenants are violated and the violations are not corrected. The covenant agreement will be recorded at the county Register of Deeds and runs in perpetuity with the deed to the property, thus protecting the historic resource for future generations.

The Town will not allow the subdividing of the subject property without prior written consent of the Town. The Town, through the Historic Preservation Commission, retains control of all material changes to all portions of the subject property.

APPENDIX 1

Placeholder Lease.

FUNDAMENTAL LEASE PROVISIONS

Commencement Date: _____, 2025

Landlord: Haversack Holdings, LLC

Address of Landlord: 209 Delburg Street, Suite 133, Davidson, NC 28036

Email of Landlord: _____

Tenant: Bamford Fine Violins, LLC

Address of Tenant: 102a South Main Street, Davidson, NC 28036

Email of Tenant: Bamfordfineviolins@gmail.com

Tenant's Trade Name: Bamford Fine Violins

Premises: 230 South Main Street, Davidson, NC 28036

Permitted Use: Violin sales, rental, repair, and instruction

Security Deposit: \$_____, due upon lease execution.

Lease Term: 3 year(s) beginning on the Commencement Date

Rent Commencement Date: _____ 2025

Provided Tenant is not in default after the expiration of any applicable grace and/or cure period, Tenant shall have the option to renew this Lease for two one-year terms ("Renewal Option"). In order to validly exercise a Renewal Option, Tenant must deliver to Landlord written notice of Tenant's election to exercise a Renewal Option not later than ninety (90) days prior to the expiration of the then current Term. In the event that Tenant validly exercises a Renewal Option, the Lease Term shall be extended for a one year period upon the same terms and conditions set forth herein.

Fixed Monthly Rent: Beginning on the Rent Commencement Date, Tenant shall pay a Fixed Monthly Rent of \$_____per month for the first three years.

The Fixed Monthly Rent will increase 3% annually, in years four and five, on the anniversary of the Rent Commencement Date, should Tenant exercise one or more Renewal Options

Access: Tenant shall have access to the Premises 24 hours a day, 7 days a week.

Utilities: Tenant shall be responsible for all utilities including water, sewer, electric, gas (if applicable), cable, and internet. Tenant shall open individual accounts with each utility provider.

Brokers:

None.

Effect of Reference to a Fundamental Lease Provision: Each of the Fundamental Lease Provisions contained above shall be construed to incorporate all the references thereto contained in the other provisions of this Lease Agreement and shall be limited by such provisions. Each reference in this Lease Agreement to any of the Fundamental Lease Provisions shall be construed to incorporate all of the terms provided under each such Fundamental Lease Provision. In the event of any conflict between any Fundamental Lease Provision and the remainder of the Lease Agreement, the Fundamental Lease Provisions shall be controlling.

THIS LEASE, made and entered into this the ____ day of May, 2025 (the "Effective Date"), by and between **HAVERSACK HOLDINGS, LLC**, a North Carolina limited liability company (hereinafter called "Landlord") and **BAMFORD FINE VIOLINS, LLC**, a North Carolina limited liability company (hereinafter called "Tenant");

WITNESSETH:

That for and in consideration of the mutual agreement of the parties, including the Rent agreed to be paid by Tenant to Landlord, Landlord leases and demises to Tenant, and Tenant leases, demises and rents from Landlord the following described Premises on the terms and conditions set out in this Lease and in the schedule annexed hereto and entitled Fundamental Lease Provisions, to-wit:

1. Description of Leasehold Premises. The Premises this day leased, demised and rented (hereinafter called the "Premises") are identified in the schedule annexed hereto entitled Fundamental Lease Provisions, with a street address of 230 South Main Street, Davidson, NC, in Mecklenburg County.

2. Use and Trade Name. Tenant shall use the Premises solely for the purposes described as "Permitted Use" contained in the schedule annexed hereto entitled Fundamental Lease Provisions, which are incorporated into the terms of this Lease. Notwithstanding the foregoing, Tenant shall not use or permit the use of the Premises or any portion thereof for any unlawful purpose or for any activity in violation of local rules and regulations. Tenant's use shall be conducted in accordance with good and generally accepted standards of operation. Tenant shall at all times keep and observe the Rules and Regulations, as may be amended from time to time by Landlord, as set forth in Exhibit A attached hereto and incorporated herein.

Tenant shall operate the Premises under Tenant's Trade Name as defined in the Fundamental Lease Provisions unless an alternate name is approved by Landlord in writing.

3. Tenant's Acceptance of Property. Landlord has not made any representations with respect to the Premises or the land upon which it is erected, except as expressly set forth herein or as may be agreed to, in writing, by both parties, and no rights, easements, or licenses are acquired by the Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. Except as provided herein, the taking of possession of the Premises by Tenant shall be conclusive evidence that the Tenant accepts the same "as is," that all obligations imposed upon Landlord under this Lease have been fully performed and that the Premises were in good condition at the time possession was taken, except such items as may be agreed upon in writing, by both parties prior to entry.

4. Lease Term. The term of this Lease shall be the period specified on the Fundamental Lease Provisions. If Landlord for any reason whatsoever cannot deliver possession of the Premises to Tenant in accordance with the terms hereof on or before the Commencement Date, this Lease shall not be void or voidable nor shall Landlord be liable to Tenant for any loss or damage resulting therefrom; but in that event, except to the extent any such delay has been caused by Tenant or any of its agents, employees or contractors, the Commencement Date shall be deemed to be the date when Landlord does in fact deliver possession of the Premises to Tenant.

Landlord shall deliver the Premises to the Tenant on the Commencement date or as soon as reasonably possible.

5. Payment of Rent. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord in equal monthly installments the Fixed Monthly Rent as outlined in the Fundamental Lease Provisions, without set-off or deduction.

The Fixed Monthly Rent shall be paid in advance on or before the first day of the month for which said amounts are due. If the Rent Commencement Date of this Lease shall commence and/or end on a day other than the first day of the calendar month, the Monthly Rent shall be prorated and paid in advance. All monthly recurring amounts due but unpaid after the fifteenth (15th) day of each month shall be subject to a late charge of fifteen percent (15%) of the past due amount.

6. Address of Landlord and Tenant; Notices. All Rent due under Paragraph 5, and all other sums to be paid by Tenant to Landlord shall be delivered to Landlord at _____ Davidson, NC 28036 or to such other person, firm, or place as designated by Landlord by written notice to Tenant.

All notices required under this Lease shall be delivered by registered mail or by electronic communication to the respective physical address or email address as listed in the Fundamental Lease Provisions.

7. Utilities and Services. Tenant shall pay for all electricity, gas, heating, lighting, ventilating, air conditioning, custodial services and other utilities and services supplied to the Premises. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable portion, to be determined by Landlord, of all charges jointly metered with other tenants.

8. Taxes. During the entire term of this Lease, Tenant shall pay promptly when due all taxes imposed upon Tenant's business and upon all personal property of Tenant used in connection therewith. Landlord shall promptly pay all ad valorem property taxes levied upon the Premises and any special assessments levied by local, state, or federal governments.

9. Repairs and Maintenance. Landlord shall be responsible for maintenance, repairs and replacements to the roof, exterior, and structural portions of the Premises (excluding all glass, doors and windows), to the extent originally constructed by Landlord, except for any damage caused to same by any act or negligence of the Tenant, its employees, agents, contractors, or licensees. Landlord shall be responsible for the electrical and plumbing components for the Premises and for the repair and maintenance of the parking lot and landscaping, if applicable. Tenant shall keep the interior in good repair and shall maintain, repair, and replace, when necessary, the heating, ventilating, and air conditioning ("HVAC") components which exclusively serve or are within the Premises up to a maximum of \$5,000.00 per calendar year. Tenant shall be responsible for the maintenance, repair and replacement of any glass, windows, and doorways upon the Premises, at its own expense and employing materials and labor of a kind and a quality equal to the original installations. If Tenant fails to replace or repair equipment or other installations in or about the Premises as herein provided, then immediately after advising Tenant in writing as to the necessity therefore, Landlord may accomplish the required work and add the cost thereof to the next due rental installment(s) plus an administrative fee equal to fifteen percent (15%) of such cost.

Tenant, at its sole cost and expense, agrees to obtain and keep in effect a standard maintenance agreement on all HVAC equipment and, upon request by Landlord from time to time, Tenant shall provide Landlord a copy of the maintenance agreement.

10. Alterations. Tenant shall effect no alteration to the interior of the Premises that costs in excess of \$ TBD or to the exterior, roof or structure of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed relative to both the plans and specifications of such alterations and the contractor performing such alteration. Any alteration or improvement made within the Premises which results in any damage to the floor, ceiling or outside/exterior walls of the Premises shall be repaired by Tenant at the request of Landlord and in any event at the termination of the Lease. Except as otherwise provided, all alterations, improvements and additions to the Premises shall remain thereon at the

termination of the Lease and shall become the property of Landlord unless Landlord shall notify Tenant to remove same, in which event Tenant shall comply such that the Premises shall be restored to the same condition in which they were found prior to the commencement of work resulting in the alterations, improvements and additions.

11. Furniture and Fixtures. Tenant may install furniture and fixtures within the Premises at Tenant's sole expense. If the removal or installation of such furniture and fixtures results in any damage to the Premises, Tenant shall repair same to the end that the Premises shall be restored to the condition in which they were found immediately prior to the installation, normal wear and tear excepted.

12. Signs and Advertising. Any signage displayed on the exterior of the Premises shall be at Tenant's sole expense. Such sign(s) shall be reasonably approved by Landlord and any local government or municipality.

13. Covenants. Tenant covenants with and for the benefit of Landlord to comply with all requirements of any State or Federal statute or local ordinance or regulation applicable to Tenant or its use of the Premises and covenants to save Landlord harmless from penalties, fines, costs, expenses or damages resulting from failure to do so. Tenant further covenants to abide by all Rules and Regulations as outlined in Exhibit A.

14. Landlord's Privileges. In addition to the other rights and privileges of Landlord herein or by law granted, Landlord shall have the following rights and privileges:

(a) To enter upon and inspect the Premises at any reasonable time upon reasonable prior notice and at Landlord's option make repairs, alterations and additions thereto, which right, in the event of an emergency, shall include the right of Landlord to forcibly enter said Premises without rendering Landlord or Landlord's agents or employees liable therefor;

(b) To install, maintain, use and repair pipes, ducts, conduits, vents and wires leading in, through, over or under the Premises;

(c) To display "For Rent" signs within the Premises at prominent locations at any time within the last three (3) months of the term of this Lease (or at any time the Tenant is not open and operating the Premises for the purposes stated herein);

While it may be necessary for Landlord to, from time-to-time, make repairs and perform maintenance to the Premises, the entrance to the Premises, or to the perimeter and parking areas, Landlord agrees to make all reasonable efforts not to unreasonably interfere with Tenant's business operation.

15. Liens. Tenant hereby agrees to indemnify Landlord from and against, and shall keep the Premises free from, any liens for any work performed, material furnished, or obligations incurred by, or at the direction of Tenant. Tenant shall have no right to encumber or subject the interest of Landlord in the Premises to any mechanics', materialman's, or other liens of any nature whatsoever, and upon the filing of any such lien, the failure of Tenant to have the same discharged by bond or otherwise within ten (10) days after filing shall constitute a default and entitle Landlord, at its option, to take any action for default as provided for in this Lease.

16. Hazardous Substances. Tenant covenants and agrees that it will not use, keep nor suffer to be kept, or generate or store any hazardous substances, pollutants or contaminants (collectively, "Hazardous Substance") in, upon or about the Premises including the exterior or exterior perimeter of the Premises, other than those incident to Tenant's business and the Permitted Use. For hazardous substances incident to Tenant's business and Permitted Use, if any, Tenant shall use, store, and dispose of said substances in compliance with all local, state, and federal laws. Tenant shall promptly remove and clean up any Hazardous Substance brought on to or about the Premises in violation of this provision. Tenant shall indemnify, hold harmless and defend Landlord from any and all claims, liabilities, penalties, fines, damages, costs and expenses, incurred by Landlord, including reasonable attorneys' fees, to correct any violation of this covenant, or to remove, neutralize or render harmless any Hazardous Substance, or to comply with the requirements of any regulatory body having jurisdiction over

hazardous substances. This agreement to indemnify shall survive the Expiration Date or earlier termination of this Lease. In the event of a breach of this covenant, then in addition to any other remedies available to Landlord, Landlord at its sole option may declare Tenant to be immediately in default hereof and in forfeiture of its right to occupy the Premises under this Lease, and may cause the Tenant to be immediately removed from the Premises. Tenant's removal from the Premises under this Paragraph shall not release Tenant from its covenant to pay Rent or otherwise relieve Tenant from any monetary obligation under this Lease.

17. Assignment or Subletting. Tenant may not assign or sublet the Premises without prior written consent from Landlord, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant agrees to provide supporting documentation, upon request from Landlord, including but not limited to the name of the proposed assignee, current financial statement of the proposed assignee, and the nature of the business. Any assignment or subletting of the Premises without prior written consent of Landlord shall be void and shall be considered a Default under this Lease.

18. Security Deposit. Upon execution of this Lease Agreement, Tenant shall give to Landlord the amount of the Security Deposit specified in the Fundamental Lease Provisions. The Security Deposit shall be used in the event of a default by Tenant of the obligations under this Lease, including but not limited to (a) for the payment of Rent, (b) for the payment of any other amount that Landlord may spend or become obligated to spend by reason of such default by Tenant, and (c) for any other loss or damages that Landlord may suffer by reason of any default by Tenant. If any portion of the Security Deposit is so used or applied, Tenant will, upon demand by Landlord, deposit with Landlord cash in an amount sufficient to restore the Security Deposit to the amount as set forth herein. At the end of this Lease, if no Event of Default Exists, Landlord will return the remaining portion of the Security Deposit to Tenant within sixty (60) days after the date that Landlord receives possession of the Premises. Landlord shall have no obligation to pay to Tenant any interest on the Security Deposit. If Landlord transfers its interest in the Premises to a third party, then Landlord may assign the Security Deposit to the transferee (i.e., the third party) and thereafter Landlord will have no further liability or obligation for the return of the Security Deposit to Tenant.

19. Default. The occurrence of one or more of the following events shall constitute a default of this Lease by Tenant:

a. Tenant's failure to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of fifteen (15) days after written notice of such default is provided to Tenant by Landlord.

b. Tenant's failure to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, on more than two (2) occasions during any consecutive twelve (12) month period during the term of this Lease.

c. Tenant's purported transfer of any right, title, or interest of Tenant's interest in the Lease or the Premises without Landlord's prior written consent.

d. Tenant's failure to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's failure is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

e. Any filing by Tenant of a petition in bankruptcy or any other action seeking such judicial decree or if Tenant shall file any debtor proceeding, a petition for an arrangement of corporate reorganization, any assignment for the benefit of creditors, or any admission in writing about Tenant's inability

to pay its debts, or if any court of competent jurisdiction shall enter a decree or order adjudicating it bankrupt or insolvent.

20. Remedies in Default. In the event of any Default by Tenant and Tenant's failure to cure same as hereinabove provided, the Landlord shall have all rights and remedies allowed at law, in equity, by statute, including, but not limited to the right of summary ejectment and otherwise, and in addition, without notice or demand, Landlord may:

- a. Terminate the Lease;
- b. With or without terminating the Lease, terminate Tenant's right to possession of the Premises, and re-enter and relet the Premises; and
- c. Recover from Tenant such damages as are caused by Tenant's default, including all costs of recovering and reletting the Premises, and Tenant shall remain liable to Landlord for the total amount of Rent and all other charges as would have been payable by Tenant hereunder for the remainder of the term less reletting proceeds on a monthly basis without acceleration. Termination of Tenant's right to possession shall not relieve Tenant of its liability hereunder and the obligations created hereby shall survive any such termination. Landlord shall use commercially reasonable efforts to mitigate Tenant's damages.

Tenant shall be liable to Landlord for all costs Landlord shall incur in repossessing or reletting the Premises or collecting sums due to Landlord, including but not limited to court costs and reasonable attorneys' fees.

Upon any default by Landlord hereunder, Tenant shall act in a commercially reasonable manner to mitigate its damages hereunder.

21. Landlord's Performance For Account of Tenant. If Tenant shall continue in default in the performance of any of the covenants or agreements herein contained after the expiration of the time limit hereinabove set forth for the curing of said default(s), then Landlord may cure said default(s) on behalf of Tenant. Any amount paid or expense or liability incurred by Landlord in the performance of any such matter for the account of Tenant shall be deemed to be additional Rent and the same together with interest thereon at the rate of 15% per annum from the date upon which any such expense shall have been incurred may be added, at the option of Landlord, to any Rent then due or thereafter falling due hereunder. Nothing contained herein shall be construed to prevent Landlord from immediately collecting from Tenant by suit or otherwise, any such sums with interest.

22. Insurance. Tenant shall keep in force, during the full term of this Lease or any renewal or extension thereof, the following insurance:

a. **Liability Insurance.** Tenant shall obtain and maintain in full force and effect one or more policies of Commercial General Liability Insurance with limits of coverage of not less than \$ TBD each occurrence, which coverage shall include commercial liability coverage and employer's liability coverage. In addition, Tenant shall maintain or cause to be maintained Worker's Compensation insurance with respect to all work done in and about the Premises as required by law.

b. **Casualty Insurance.** Tenant shall obtain and maintain in full force and effect during the term of this Lease one or more policies of Special Form Property Casualty Insurance, including coverage for fire, vandalism, malicious mischief and sprinkler leakage insurance (if there are any sprinklers in the Premises), on all movable trade fixtures, furniture and furnishings installed by Tenant in and about the Premises and all plate glass in the Premises. Such insurance shall be payable to Tenant and shall be in the amount equal to at least one

hundred percent (100%) of the replacement cost thereof. Such policy or policies shall include Business Interruption insurance for direct or indirect loss of earnings attributable to all perils insured against under such Special Form Property Casualty Insurance

c. **Other Insurance.** Tenant shall also be required to obtain and maintain any other form of insurance and such higher limits as Landlord, acting reasonably, requires from time to time in form, in amounts and for insurance risks against which a prudent tenant would insure.

During the term of the Lease, Landlord shall maintain fire and casualty insurance for the Premises in an amount at least equal to the full replacement cost, and shall maintain commercial general liability insurance. Such insurance shall cover improvements in the Premises owned by Landlord to the extent that the same are customarily insurable as part of the realty, but shall not include the cost of restoration of Tenant's Work, alterations and improvements, movable trade fixtures, furniture, furnishings or decorative effects.

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's policies of hazard or liability insurance or otherwise violate any other insurance policy(s) carried by Landlord on the Premises. Tenant further agrees to pay on demand from Landlord any increase in premiums on insurance carried by Landlord to the extent that such increase is connected to Tenant's use of the Premises should Tenant fail to cure the issue causing such increase within ten days after written notice.

23. Insurance Indemnity. During the term of this Lease, Tenant, its assignees and sublessees shall protect, defend, indemnify and save Landlord and Landlord's agents, employees, managers, members, and mortgagees harmless from any and all claims, penalties, or demands, including court costs and attorneys' fees, whatsoever arising, directly or indirectly, out of or from (a) Tenant's use or occupancy of the Premises; (b) any breach or default in the performance of any obligation of Tenant; and (c) any act, omission or negligence of Tenant, its agents, contractors, licensees, invitees or employees. Except for intentional or willful misconduct, Landlord, including its agents, and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any other perils insured in policies of insurance covering such property, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

All of Landlord and Tenant's policies of insurance shall contain waiver of subrogation endorsements in favor of the other and its agents and copies of same shall be delivered to the other upon request.

24. Personal Property. Tenant agrees that all personal property in said Premises shall be and remain at Tenant's sole risk, and Landlord shall not be liable for any damage to, or loss of such personal property arising from any acts of negligence of any persons (other than Landlord's employees) or from fire, or from the leaking of the roof, or from the bursting, leaking, or overflowing of water, sewer, or steam pipes, or from malfunctions of the heating, plumbing, or electrical systems, or from any other cause whatsoever other than the intentional or willful misconduct of Landlord's employees, agents or contractors. Tenant expressly agrees to indemnify and save Landlord harmless in all such cases.

25. Landlord's and Tenant's Warranty. Landlord covenants, represents and warrants that it has the full right and authority to lease the Premises upon the terms and conditions herein set forth and that Tenant shall peacefully and quietly hold and enjoy the Premises for the full term hereof so long as it does not default in the performance of any of its agreements hereunder.

26. Transfer of Landlord's Interest. In the event of Landlord's transfer, sale, assignment, or other conveyance of the Premises, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such transfer, sale, assignment, or conveyance. Landlord's

successor in interest shall be deemed, without any further agreement between the parties, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

Any security given by Tenant to Landlord to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to the successor in interest to Landlord; and, upon acknowledgement by such successor of receipt of such security and its express assumption of the obligation to account to Tenant for such security in accordance with the terms of this Lease, Landlord shall thereby be discharged of any further obligation relating thereto.

Landlord's assignment or transfer of the Lease or of any or all of its rights herein shall in no manner affect Tenant's obligations hereunder. Tenant shall thereafter attorn and look to such assignee, as Landlord, provided Tenant has first received written notice of such assignment of Landlord's interest.

27. Damages to Premises. If the Premises are totally damaged or destroyed by fire, storm, Act of God, war, riot, unavoidable accident, public enemy or other casualty or damaged to an extent greater than fifty percent of the replacement cost thereof, Landlord has the right of terminating this Lease and if the Lease is not terminated, Landlord shall restore the Premises to the condition in which they were prior to such damage or destruction. If the Premises are to be reconstructed, Tenant is to be advised in writing by Landlord within a period of forty-five (45) days after said damage or destruction that Landlord will speedily and as soon as practicable repair and restore the Premises to the condition above set forth. During the time required for repairing and restoring the Premises as aforesaid, to the extent that the same are rendered untenable the Fixed Minimum Rent shall abate on a per diem basis in proportion to that portion of the Premises rendered untenable. If the Premises, or any part thereof, should be damaged by fire, storm, war, riot, Act of God, unavoidable accident, public enemy or other casualty to an extent that is less than fifty percent of the replacement cost Landlord shall, to the extent of available insurance proceeds, repair such damage and Fixed Minimum Rent shall not be abated. If by reason of any such event, the Premises shall be rendered untenable in part, Landlord shall speedily and as soon as practicable after such destruction repair and restore the Premises to the condition in which they were prior to such damage or destruction.

Notwithstanding the above, if the Premises are damaged or destroyed by a casualty not covered by Landlord's insurance or if the damage is sufficiently extensive to result in the entire suspension of Tenant's business, however temporary, or if the proceeds of any insurance are not made available to the Landlord, then Landlord or Tenant at its option may elect to terminate this Lease, upon proper notice to the other party, as of the date on which the damage occurred.

28. Eminent Domain. If more than twenty percent (20%) of the floor area of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by private purchase in lieu thereof, then either party hereto shall have the right to terminate this Lease effective on the date physical possession is taken by the condemning authority.

If less than twenty percent (20%) of the floor area of the Premises is taken for any public or quasi-public use in said manner, this Lease shall not terminate. However, in the event any portion of the Premises is taken and the Lease not terminated, the Fixed Monthly Rent specified herein may be reduced during the unexpired term of this Lease in proportion to the area of the Premises so taken. Any such reduction shall be effective on the date physical possession is taken by the condemning authority.

Any election to terminate this Lease following condemnation shall be evidenced by written notice of termination delivered to the other party not later than fifteen (15) days after the date on which physical possession is taken by the condemning authority and shall be deemed effective as of the date of said taking. If, however, the Lease is not terminated following a partial condemnation, Landlord shall promptly make all necessary repairs or alterations to the Premises which are required by the taking.

All compensation awarded for any taking (or the proceeds of private sale in lieu thereof) whether for the whole or a part of the Premises, shall be the property of the Landlord, whether such award is compensation for damages to Landlord's or Tenant's interest in the Premises, and Tenant hereby assigns all of its interest in any such award to Landlord; provided, Landlord shall have no interest in any separate award made to Tenant for loss of business or for the taking of Tenant's fixtures and other property within the Premises. Under no circumstances shall Tenant's claim for such award reduce or diminish Landlord's award nor shall Tenant have a claim for loss of its leasehold estate.

29. Force Majeure. Notwithstanding anything in this Lease to the contrary, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, Act of God, or any other cause whatever beyond the reasonable control of Landlord, , and the time for performance by such party shall be extended by the period of delay resulting from or due to any of said causes.

30. Release from Liability. Tenant agrees not to hold Landlord responsible or liable in damages by abatement of Rent or otherwise for any damage sustained by Tenant or any other person due to the state of repair of the Premises or any part thereof or appurtenance thereto, the happening of any accident (unless resulting from affirmative acts of negligence on Landlord's part or Landlord's intentional misconduct), damage caused by water, snow, windstorm, tornado, gas, steam, electrical wiring, plumbing, or heating apparatus, any acts or omissions of co-tenants or losses by theft.

Notwithstanding any other provision in this Lease, Tenant hereby releases Landlord from any claim with respect to water or other damage sustained by Tenant from the sprinkler system, except that Tenant does not hereby waive any claim for such damage resulting from (a) faulty installation or maintenance of said sprinkler system, or (b) the negligence of Landlord or any of Landlord's contractors, agents or employees.

31. Surrender. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in "broom clean" condition and in the same condition as when tendered by Landlord, reasonable wear and tear and insured casualty alone excepted. Tenant shall promptly repair any damage to the Premises caused by the removal of any furniture, trade fixtures or other personal property placed upon the Premises.

32. Holding Over. Tenant shall not acquire any right or interest in the Premises by remaining in possession after the Expiration Date or earlier termination of this Lease. If Tenant continues to occupy the Premises after the Expiration Date or earlier termination of this Lease, or after the last day of any renewal or extension of the term hereof, and Landlord elects to accept Rent thereafter, a monthly tenancy terminable at will by either party upon not less than fourteen (14) days written notice shall be created, and such monthly tenancy shall be on the same terms and conditions as those herein specified, except that Fixed Monthly Rent shall be equal to 150% of the Fixed Monthly Rent for the immediately preceding Lease Year.

33. Waiver. It is understood and agreed that waiver by Landlord of any default or breach of any covenant, condition or agreement herein shall not be construed to be a waiver of that covenant, condition or agreement or of any subsequent breach thereof. The acceptance of Rent by Landlord with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No delay or omission of Landlord to exercise any right or power arising from any default on part of Tenant shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence thereto.

34. Estoppel Certificates. At any time and from time to time upon request from Landlord, Tenant agrees to execute, acknowledge and deliver to Landlord within fifteen (15) days' notice by Landlord, a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Fixed Monthly Rent and other charges have been paid, and any other factual data relating to this Lease or the Premises

which Landlord or Landlord's Lender or Lenders may request. If Tenant fails to execute and deliver to Landlord an estoppel certificate within the foregoing fifteen (15) day period, Tenant shall be deemed to have certified to Landlord and any addressee set forth in such estoppel certificate the truth and accuracy of the information set forth in such estoppel certificate.

35. Brokerage. Tenant warrants that it has had no dealings with any broker or agent, other than those listed in the Fundamental Lease Provisions, in connection with this Lease and covenants to pay, hold harmless and indemnify Landlord from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Lease or the negotiation thereof.

36. Application of Payments Received From Tenant. Landlord, acting in its sole discretion, shall have the right to apply any payments made by Tenant to the satisfaction of any debt or obligations of Tenant to Landlord regardless of the instructions of Tenant as to application of any sum whether such instructions be endorsed upon Tenant's check or otherwise, unless otherwise agreed upon by both parties in writing. The acceptance by Landlord of a check or checks drawn by others than Tenant shall in no way affect Tenant's liability hereunder nor shall it be deemed an approval of any assignment of this Lease by Tenant.

37. Change of Control of Tenant. If at any time during the term of this Lease there should be a change in control of the Tenant in excess of 50 percent (50%) of the ownership of Tenant, whether by sale or assignment, bequest, inheritance, operation of law or other disposition, Tenant shall promptly notify Landlord, in writing, of such change, and Landlord at its option may terminate this Lease at any time after such change in control by giving Tenant ninety (90) days prior written notice of such termination.

38. Additional Instruments. The parties agree to execute and deliver any instruments in writing, including a Memorandum of Lease suitable for recording, necessary to carry out any agreement, term, condition, or assurance in this Lease whenever occasion shall arise and request for such instrument shall be made.

39. Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person(s), firm(s) or corporation(s) may require.

40. Counterparts. This Lease may be executed in counterparts all of which taken together shall be deemed one original when executed by both parties.

41. Amendment and Modification. This Lease embodies the full agreement of the parties and supersedes any and all prior understandings or commitments concerning the subject matter of this Lease. Any modification or amendment must be in writing and signed by both parties.

42. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto, their assigns, administrators, successors, estates, heirs and legatees respectively, except as herein provided to the contrary.

43. Controlling Law. This Lease and the rights of the Landlord and Tenant hereunder shall be construed and enforced in accordance with the laws of the State of North Carolina.

44. Partial Invalidity. In the event that any part or provision of this Lease shall be determined to be invalid or unenforceable, the remaining parts and provisions of said Lease which can be separated from the invalid, unenforceable provision shall continue in full force and effect.

45. Captions. The index, paragraph and marginal titles, numbers and captions contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, modify, or describe the scope or intent of this Lease nor any provision herein.

46. Subordination. This Lease Agreement is subject and subordinate to any currently existing or future mortgages or deeds of trust now or hereafter placed on the property of which the Premises is a part; provided, however, that at the option of the first mortgagee the Lease or portions of the Lease can be made superior to the any Mortgage or Deed of Trust; provided further that unless the entire Lease is made superior to any such Mortgage or Deed of Trust, the holder of said mortgage or the trustee of such Deed of Trust shall agree that this Lease Agreement shall not be divested or in any way affected by a foreclosure or other default proceedings under said mortgage, Deed of Trust or obligations secured thereby, so long as Tenant shall not be in default under the terms of this Lease Agreement after the expiration of any applicable grace and/or cure period; and Tenant agrees that this Lease Agreement shall remain in full force and effect notwithstanding any default proceeding under said mortgage, Deed of Trust or obligation secured thereby, including foreclosure. Tenant further agrees that it will attorn to the mortgagee, trustee or beneficiary of such mortgage or deed of trust, and their successors or assigns and to the purchaser or assignee at any such foreclosure. Tenant will, upon written request by Landlord, execute and deliver to Landlord, or to any other person designated by Landlord, within fifteen (15) days of receipt of such written request, any instrument or instruments required to give effect to the provisions of this paragraph. Landlord shall provide Tenant a subordination, attornment and nondisturbance agreement in reasonable and customary form concurrently with the execution of this Lease from its lender with a lien upon the Premises.

47. Limitation of Landlord's Liability. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed within thirty (30) days after written notice from Tenant (unless such condition is incapable of being cured within said thirty (30) day period, in which event it shall not be deemed a default so long as Landlord is diligently pursuing the completion of same), and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied solely out of the proceeds of sale received upon execution of such judgment levied thereon against the right, title and interest of Landlord in the Premises as the same may then be encumbered; and members of Landlord shall not have any personal liability for any deficiency. It is understood and agreed that in no event shall Tenant or any person claiming by or through Tenant have the right to levy execution against any property of Landlord other than its interest in the Premises as hereinbefore expressly provided.

48. Prevailing Party; Venue. If either party places in the hands of an attorney the enforcement of this Lease, or any part thereof, or the collection of any Rent due or to become due hereunder, or recovery of the possession of the Premises, or files suit upon the same, the non-prevailing (or defaulting) party shall pay the other party's reasonable attorneys' fees and court costs. The parties agree that Mecklenburg County, North Carolina shall be the exclusive venue for any action arising under this Lease.

49. Time of Essence. TIME IS OF THE ESSENCE WITH RESPECT TO THE TERMS, CONDITIONS AND PROVISIONS OF THIS LEASE.

50. Landlord Default. If Landlord shall fail or refuse to perform or comply with any of its obligations and covenants under this Lease and shall continue in default for a period of thirty (30) days after Tenant has given Landlord written notice of such default (specifying such default with particularity) and demand of performance, Tenant may, but shall not be obligated to, remedy same and pursue an action against Landlord to recover its reasonable costs; however, it shall be the duty of Tenant in any event to use commercially reasonable efforts to mitigate its damages. Unless and until Landlord fails to so cure any default within thirty (30) days of such notice or such lesser period of time as Tenant shall reasonably request in the event of imminent threat of loss or damage to person or property, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as covenants, not conditions. The terms of this Paragraph shall survive the expiration or earlier termination of this Lease.

51. Bankruptcy. If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of any applicable provisions of the United States Code relating to Bankruptcy, as amended (the "Bankruptcy Code") or such other laws or regulations as may then be applicable, then Tenant as a debtor in possession or any trustee for Tenant agrees promptly, within no more than fifteen (15) days following request

by Landlord to the Bankruptcy Court, to assume or reject this Lease and Tenant on behalf of itself, and any trustee agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Bankruptcy Court. In such event, Tenant or any trustee for Tenant may only assume this Lease if it (a) cures or provides adequate assurance that the trustees will promptly cure any default hereunder; (b) compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults; and (c) provides adequate assurance of performance during the fully stated term hereof of all of the terms, covenants, and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any then-existing default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance of this Lease as set forth hereinabove shall include, without limitation, adequate assurance (i) of the source of Rent reserved hereunder; and (ii) that the assumption of this Lease will not breach any provision hereunder.

52. Confidentiality. Except as required by applicable law, regulation or legal process, Tenant shall not disclose, publish or disseminate any terms or provisions of this Lease or any amendments hereto and shall keep same strictly confidential.

53. Quiet Enjoyment. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

IN WITNESS WHEREOF, the parties have set their hands and seals this the ____ day of _____, 2025.

LANDLORD:

HAVERSACK HOLDINGS, LLC, a North Carolina limited liability company

By: _____
Name: Christopher Nadeau, Member/Manager

TENANT:

BAMFORD FINE VIOLINS, LLC, a North Carolina limited liability company

By: _____
Name: Sarah Bamford, Member/Manager

EXHIBIT A

COVENANTS, RULES, AND REGULATIONS

Tenant covenants with and for the benefit of Landlord:

1. To pay promptly to Landlord all Fixed Monthly Rent and any other charges due to Landlord pursuant to the terms of this Lease before the same shall become delinquent.

2. To operate a business on the Premises only for the Permitted Use shown on the Fundamental Lease Provisions.

3. To promptly comply with all regulatory and governmental rules, regulations, and directives.

4. To give to Landlord prompt written notice of any significant accident, fire or damage occurring on or to the Premises.

5. To keep the Premises sufficiently heated to prevent freezing of water in pipes and fixtures.

6. To keep the Premises clean, sanitary and free from rubbish, garbage, offensive odors and pests.

7. To comply with any and all reasonable rules and regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided such rules and regulations are in writing and are not in conflict with the terms and conditions of the Lease.

8. To install and maintain such fire extinguisher and other safety equipment as applicable law may require.

9. To refrain from doing each of the following:

a. Smoking inside the Premises or near the entrances.

b. Causing or permitting any noxious, disturbing or offensive odors, fumes or gases, or any smoke, dust, steam or vapors, or any loud or disturbing noise or vibrations to be emitted from the Premises;

c. Causing or suffering to be done, any act, matter or thing objectionable to insurance companies whereby any hazard insurance or any other insurance now in force or hereafter to be placed on the Premises or on any part thereof may become void or be suspended, or whereby the insurance premiums payable by Landlord, or by any tenant of Landlord, may be increased;

d. Committing or suffering to be committed by any person any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of neighboring property owners or business owners.

Landlord reserves the right to amend these Rules and Regulations from time to time upon providing at least thirty days prior written notice to Tenant. Failure to abide by these Rules and Regulations represents a breach of Tenant's obligations under the terms of this Lease Agreement.

APPENDIX 2

Easement Copy (Preservation NC).

SAMPLE HISTORIC PRESERVATION AGREEMENT AND REHABILITATION AGREEMENT

Owners of historic properties are able to ensure the protection of their property for future generations with an easement, also known as an Historic Preservation Agreement, granted to Preservation North Carolina and, where appropriate, a Rehabilitation Agreement. The Secretary of the Interior's Standards for the Rehabilitation of Historic Properties (1992) will be attached to both agreements. The actual agreements will be tailored to suit the specific property and the plans of the owner.

HISTORIC PRESERVATION AGREEMENT

THIS AGREEMENT, made this the ____ day of _____, 20__, by and between _____ of _____ County, North Carolina (hereinafter referred to as the "Grantor"), and **THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC.**, a non-profit corporation organized and existing under the laws of the State of North Carolina with its principal office being in Raleigh, North Carolina (hereinafter referred to as the "Foundation");

WITNESSETH:

WHEREAS, the Grantor owns certain real property (hereinafter referred to as the "Subject Property"), a description of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Subject Property currently has certain permanent improvements consisting of _____ (hereinafter referred to as the "_____"); and

WHEREAS, the _____, located at _____, _____ County, North Carolina, is a property of recognized historical and architectural significance; and

WHEREAS, the Foundation and Grantor both desire that the Subject Property shall retain its historically and architecturally significant features, while being sympathetically adapted and altered, where necessary, to provide for contemporary uses; and

WHEREAS, the Foundation and Grantor both desire that the ____-acre Subject Property shall not be subdivided in order to preserve its integrity of site; and

WHEREAS, the Foundation is a charitable organization which accepts preservation easements on buildings having historical or architectural importance, said easement subjecting such buildings to restrictions that will ensure that they are preserved and maintained for the benefit of future generations; and

WHEREAS, the North Carolina General Assembly has enacted the Historic Preservation and Conservation Agreements Act validating restrictions, easements, covenants, conditions, or otherwise, appropriate to the preservation of a structure or site significant for its architecture, archaeology or historical associations.

NOW, THEREFORE, for and in consideration of the Grantor's interest in historic preservation and ____ support for the Foundation and its purposes, and for and in consideration of the sum of **ONE DOLLAR (\$1.00)**, the Grantor, for ____self, ____ successors and assigns, hereby covenants and agrees to abide by the following restrictions (hereinafter referred to as "Covenants"), said Covenants to be restrictions of record to attach to the land described in Exhibit A:

1. These Covenants shall be administered solely by The Historic Preservation Foundation of North Carolina, Inc., its successors in interest or assigns; and in all subsequent conveyances of Subject Property, the Foundation, its successors in interest or assigns shall be the sole party entitled to administer these Covenants. In the event that the Foundation, or its successors in interest by corporate merger cease to exist, then in such event the Foundation shall assign all of its rights and interests in these Covenants subject to such duties and obligations which it assumes hereby to a non-profit corporation of responsibility which exists for substantially the same reasons as the Foundation itself (as described hereinabove); if no such corporation be available for such assignment then, under such circumstances such assignment shall be made to the State of North Carolina which shall be the sole party entitled to administer these Covenants.

Rehabilitation and Maintenance

2. The Grantor covenants and agrees to rehabilitate the _____ according to the terms, conditions, and deadlines of a Rehabilitation Agreement entered into by the parties and signed by authorized officials of the Foundation and to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties (1992) so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said standards are attached hereto and incorporated in these Covenants by reference.

Prior Approval Required for Modifications

3. Unless prior written approval by the President and CEO or Chairman of the Board of Directors of the Foundation is obtained, no alteration, physical or structural change, or changes in the color, material or surfacing to the exterior of the _____ shall be made.

4. Unless the plans and exterior designs for such structure or addition have been approved in advance in writing by the President and CEO or Chairman of the Board of Directors of the Foundation, no addition or additional structure shall be constructed or permitted to be built upon the Subject Property. The Foundation in reviewing the plans and designs for any addition or additional structure shall consider the following criteria: exterior building materials; height; fenestration; roof shapes, forms, and materials; surface textures; expression of architectural detailing; scale; relationship of any additions to the main structure; general form and proportion of structures; orientation to street; setback; spacing of buildings, defined as the distance between adjacent buildings; lot coverage; use of local or regional architectural traditions; and effect on archeological resources. Contemporary designs for additions or additional structures shall not be discouraged when such alterations and additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, color, material and character of the property and its environment.

5. The Grantor and the Foundation hereby agree that the interior architectural features listed below are elements which contribute to the architectural significance of the _____:

{to be completed later}

Unless prior written approval by the President and CEO or Chairman of the Board of Directors of the Foundation is obtained, no removal, relocation, or alteration of the above-mentioned architectural features shall be made.

6. Neither the _____ nor any part thereof may be removed or demolished without the prior written approval of the President and CEO or Chairman of the Board of Directors of the Foundation.

7. No portion of the ____-acre Subject Property may be subdivided.

8. Express written approval of the Foundation is required for removal of living trees greater than 12 inches in diameter at a point 4 feet above the ground from the Subject Property unless immediate removal is necessary for the protection of any persons coming onto the Subject Property or of the general public; for the prevention or treatment of disease; or for the protection and safety of the _____ or other permanent improvements on the Subject Property. Any tree of the aforementioned size which must be removed shall be replaced within a reasonable time by a new tree of a substantially similar species. If so requested, the Foundation may approve the use of an alternate species.

Covenant to Obey Public Laws

9. The Grantor shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.

Right of First Refusal

10. In case of any contemplated sale of the Subject Property or any portion thereof by the Grantor or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the Foundation, its successors or assigns. If the Foundation so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of the Foundation to notify the then owner of its intention to exercise this right of first refusal within such thirty (30) day period shall free the owner to sell pursuant to

the bona fide offer. The Foundation may, in its discretion, waive its right of first refusal in writing, upon written receipt of such bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the property, any right to repurchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

Inspection

11. Representatives of the Foundation shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Grantor with the terms of these Covenants.

Public Access

12. Researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the rehabilitated property by special appointment at various times and intervals. Nothing shall be erected or allowed to grow on the Subject Property which would impair the visibility of the property and the buildings from the street level or other public rights of way.

Hazardous Materials

13. The properties the Foundation seeks to protect may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the buildings are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. The Foundation does not have the resources to correct these problems and cannot take responsibility for the condition of the properties being sold. The Foundation is not liable in any way for any hazards, defects, or other problems with the properties under Covenants.

Extinguishment

14. The Grantor and the Foundation recognize that an unexpected change in the conditions surrounding the Subject property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment of this Historic Preservation Agreement. Such an extinguishment must comply with the following requirements:

(a) The extinguishment must be the result of a final judicial proceeding.

(b) The Foundation shall be entitled to share in the net proceeds resulting from the extinguishment in an amount in accordance with the then applicable regulations of the Internal Revenue Service of the U. S. Department of the Treasury.

(c) The Foundation agrees to apply all of the portion of the net proceeds it receives to the preservation and conservation of other property or buildings having historical or architectural significance to the people of the State of North Carolina.

(d) Net proceeds shall include, without limitation, insurance proceeds, condemnation proceeds or awards, proceeds from a sale in lieu of condemnation, and proceeds from the sale or exchange by Grantor of any portion of the Subject Property after the extinguishment.

Remedies

15. In the event of a violation of Covenants contained in Paragraphs 2, 3, 4, 5, and 6 hereof, the Foundation then shall have an option to purchase the Subject Property, provided that it shall give the Grantor written notice of the nature of the violation and the Grantor shall not have corrected same within the ninety (90) days next following the giving of said notice. The purchase of the Subject Property, pursuant to the exercise of the option retained hereby, shall be at a price equal to the then market value of the Subject Property, subject to Covenants, as determined by agreement of the then owner and the Foundation, or, in the absence of such agreement, by a committee of three appraisers, one to be selected by the Foundation, one to be selected by the then owner, and the other to be designated by the two appraisers selected by the Foundation and the owner respectively. Provided, however, that if there are outstanding deeds of trust or other encumbrances against the property, any right to purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

16. In the event of a violation of these Covenants, all legal and equitable remedies, including injunctive relief, specific performance, and damages, shall be available to the Foundation. No failure on the part of the Foundation to enforce any covenant or restriction herein nor the waiver of any right hereunder by the Foundation shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the Foundation to enforce the same in event of a subsequent breach or default. In any case where a court finds that a violation has occurred, the court may require the Grantor to reimburse the Foundation for all expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees.

Transfer Fee

17. Except as otherwise provided herein, there shall be assessed by the Foundation and collected from the purchasers of the Subject Property, or any portion thereof subject to these Covenants, a transfer fee equal to twenty-five one-hundredths of one percent (0.25%) of the sales price of such property, or any portion thereof, which transfer fee shall be paid to the Foundation and used by the Foundation for the purpose of preserving the historical, architectural, archeological or cultural aspects of real property. Such fee shall not apply to inter-spousal transfers, transfers by gift, transfers between parents and children, transfers between grandparents and grandchildren, transfers between siblings, transfers between a corporation and any shareholders in the same corporation who owns 10 percent (10%) or more of the stock in such corporation and transfers between a limited liability corporation and any member who owns more than ten percent (10%) of such limited liability corporation, transfers by Will, bequest, intestate succession or transfers to the Foundation (each of the foregoing hereinafter referred to as an "Exempt Transfer"); *provided, however*, that such fee shall not apply to the first non-exempt transfer of the Subject Property, but shall apply to each non-exempt transfer thereafter. In the event of non-payment of such a transfer fee, the amount due shall bear interest at the rate of 12% (twelve percent) per annum from the date of such transfer, shall, together with accrued interest, constitute a lien on the real property, or any portion thereof, subject to these Covenants and shall be subject to foreclosure by the Foundation. In the event that the Foundation is required to foreclose on its lien for the collection of the transfer fee, and/or interest thereon, provided for herein, the Foundation shall be entitled to recover all litigation costs and attorney's fees incurred at such foreclosure, which litigation costs and attorney's fees shall be included as part of the lien and recoverable out of proceeds of the foreclosure sale. The Foundation may require the purchaser and/or seller to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds, affidavits or such other evidence, and purchaser shall be obligated to provide such information within forty-eight (48) hours after receipt of written request for such information from the Foundation.

Insurance

18. Grantor shall insure the Subject Property against damage by fire or other catastrophe. If the original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the Subject Property in accordance with the standards in Exhibit B. The Grantor shall keep the Subject Property insured under a comprehensive liability policy that protects the Grantor and the Foundation against claims for personal injury, death and property damage.

Mortgage Subordination

19. All mortgages and rights in the property of all mortgagees are subject and subordinate at all times to the rights of the Foundation to enforce the purposes of these Covenants. Grantor will provide a copy of these Covenants to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this Historic Preservation Agreement to subordinate the priority of their liens to these Covenants. The subordination provisions as described above relates only to the purposes of these Covenants, namely the preservation of the historic architecture and landscape of the Subject Property.

Duration of Covenants

20. The Grantor does hereby covenant to carry out the duties specified herein, and these Covenants shall be covenants and restrictions running with the land, which the Grantor, _____ heirs, successors, and assigns, covenants and agrees, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property.

21. Unless otherwise provided, the Covenants and restrictions set forth above shall run in perpetuity.

IN WITNESS WHEREOF, the Grantor has hereunto set ____ hand and seal, and The Historic Preservation Foundation of North Carolina, Inc., has caused this instrument to be signed in its corporate name by its duly authorized officer by the authority of its Board of Directors, the day and year first above written.

TYPE GRANTOR NAME HERE

_____ (SEAL)

THE HISTORIC PRESERVATION FOUNDATION
OF NORTH CAROLINA, INC.

BY _____ (SEAL)
Benjamin Briggs, President and CEO

NORTH CAROLINA
_____ COUNTY

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

Witness my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

NORTH CAROLINA
WAKE COUNTY

I, _____, a Notary Public for Wake County, North Carolina, certify that Benjamin Briggs personally came before me this day and acknowledged that he is President and CEO of THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC., a non-profit North Carolina corporation, and that he, as President and CEO, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

EXHIBIT A

Legal Property Description

EXHIBIT B

SECRETARY OF THE INTERIOR'S STANDARDS FOR THE REHABILITATION OF HISTORIC PROPERTIES

Please find the text on page 9.

REHABILITATION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 20____, by and between **THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC.**, a nonprofit corporation organized under the laws of North Carolina, hereinafter referred to as the "Foundation," and _____ of _____ County, North Carolina, hereinafter referred to as the "Purchaser";

WITNESSETH:

THAT WHEREAS both the Foundation and the Purchaser desire that the historic _____ be preserved in as authentic condition as possible and, at the same time, be altered where necessary to provide modern conveniences for its new owner; and

WHEREAS, the Foundation and the Purchaser on this day have made and entered into a Historic Preservation Agreement, incorporating by reference this Rehabilitation Agreement and the provisions herein;

NOW, THEREFORE, the Purchaser agrees to rehabilitate the historic _____ according to the following terms, conditions, and deadlines, adequate consideration having been acknowledged in the above mentioned Historic Preservation Agreement:

A. BENCHMARKS AND DEADLINE FOR REHABILITATION

Before rehabilitation work is begun, the Purchaser shall photograph all exterior sides of the building(s), and all interior walls and trim in order to document the appearance, configuration, and condition of said building prior to rehabilitation.

(1) Benchmarks for Rehabilitation Progress

(a) By _____, the Purchaser shall ensure the property is weathertight to prevent any further damage to the building(s).

(b) By _____, the Purchaser shall provide modern heating, electrical, and plumbing systems, as needed.

(c) (Insert additional benchmarks as needed)

(2) Final Deadline for Completion of Rehabilitation

(a) By _____, the Purchaser shall complete all interior and exterior work needed to make the original _____ comfortably habitable and to comply with this Rehabilitation Agreement.

The requirements of each of the benchmarks above are cumulative and shall include the Purchaser's obligation to complete each earlier benchmark. Claims regarding a statute of limitations, specific timeframe or deadline for action to be taken by the Foundation shall not begin to run until the date of the Final Rehabilitation Deadline set out above (the "Final Deadline for Completion of Rehabilitation"); provided, however, that nothing in this section shall affect the right of the Foundation to enforce any term, condition or deadline of this Rehabilitation Agreement prior to the Final Rehabilitation Deadline.

B. GUIDELINES FOR REHABILITATION

(1) General

(a) The Purchaser agrees to adhere to and abide by the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties (1992), a copy of which is attached as "Exhibit A" and which is specifically incorporated herein by reference.

(b) The terms and conditions of this Rehabilitation Agreement may be changed with the approval of both the Foundation and the Purchaser as new and unforeseen circumstances arise. Changes in the terms and conditions of this Rehabilitation Agreement shall be made in writing and signed by both parties.

(c) This Rehabilitation Agreement does not constitute waiver of any rights of the Foundation retained by it in its Deed and Protective Covenants with the Purchaser.

(d) The Purchaser shall give priority to repairs needed to prevent deterioration of the building.

(2) Exterior

(a) The roof shall be repaired as needed with materials sympathetic to the age and design of the house.

(b) Masonry shall be repaired or replaced as needed with the same or comparable material that matches the bond, size, color and texture as the existing material. Mortar used shall match the color and texture of existing mortar. Masonry shall be repaired or replaced as needed with the same or comparable material that matches the bond, size, color and texture as the existing material. Type N or O mortar used shall match the color and texture of existing mortar. Masonry may not be painted, whitewashed, nor tinted limewashed without prior written approval of the President and CEO or Chairman of the Board of Directors of the Foundation.

(c) Doors, windows and decorative trim shall be retained and repaired with materials and in a style compatible with the character of the building.

(d) The Foundation encourages the Purchaser to have paint research undertaken on the exterior of the house and to use original colors.

(e) (Insert additional provisions as needed)

(3) Heating, Air Conditioning, and Insulation

(a) The Purchaser shall choose methods of insulation which will adequately protect and preserve the original fabric of the building. Methods of insulation which have not been tested for possible adverse effects on historic structures shall be strongly discouraged. Under no circumstances shall foam-in-place or loose-fill insulation be installed in the exterior walls of the house.

(b) The Purchaser shall consult the President and CEO or Chairman of the Board of Directors of the Foundation about locations and types of any new heating and/or air conditioning systems and duct chases introduced into the building.

(4) Interior

- (a) Any interior alteration made by the Purchaser shall insofar as possible respect and preserve the original wood trim (including but not limited to the floors, moldings, mantels, window and door surrounds, and staircase). No removal or alteration of said wood trim shall be made without the written approval of the President and CEO or Chairman of the Board of Directors of the Foundation.
- (b) The Purchaser shall consult with the President and CEO or Chairman of the Board of Directors of the Foundation prior to the addition of any new interior walls or prior to the removal of any existing interior walls.
- (c) The Purchaser shall consult with the President and CEO or Chairman of the Board of Directors of the Foundation on the location and plans of any new kitchen or bathrooms to be installed.
- (d) The Purchaser shall repair existing plaster walls and ceilings as needed. The Purchaser may replace plaster walls with sheetrock only if the plaster has substantially failed.

(5) Landscaping

- (a) The Purchaser shall fully landscape the premises in a manner compatible with the style and period of the house.
- (b) The Purchaser shall make the best effort to maintain a clean and neat construction site while rehabilitation of the _____ takes place.

C. ENFORCEMENT

- (1) If the _____ shall not be rehabilitated according to the terms, conditions, and deadlines of this Rehabilitation Agreement, then the Foundation shall have an option to repurchase the premises for the lesser of (i) a price equal to the then market value of the premises, subject to restrictive covenants (said price to be determined by the procedure described in Paragraph (2) of this Section) or (ii) the initial purchase price paid by the Purchaser plus the amount spent (exclusive of interest, insurance, and ad valorem taxes) by the Purchaser toward the rehabilitation of said building. This option will expire on _____, or upon the completion of said rehabilitation, whichever occurs first. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the property, any right to purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.
- (2) The price indicated in clause (i) of Paragraph (1) of this Section shall be determined by agreement of the Purchaser and the Foundation, or in the absence of such agreement, by a committee of three appraisers, one to be selected by the Foundation, one to be selected by the Purchaser, and the other to be designated by the two appraisers selected by the Foundation and the Purchaser respectively.
- (3) In the event of a violation of the terms, conditions, and deadlines of this Rehabilitation Agreement, any matters in dispute will be submitted to binding arbitration by a recognized arbitrator in North Carolina upon which the Purchaser and the Foundation can agree, or in the event of no agreement on a choice of arbitrator, by a committee of three arbitrators with the first designated by the Purchaser, the second by the Foundation, and the third be designated by the two arbitrators selected by the Foundation and the Purchaser respectively. Nothing in this clause shall be construed to deny the Foundation from seeking injunctive relief to prevent the Purchaser from pursuing further activities which might have or tend to harm interests of the Foundation as set forth in this agreement or prevent damage to other legitimate historical and archaeological concerns. No failure on the part of the Foundation to enforce any term herein nor the waiver of any right hereunder by the Foundation shall discharge or invalidate such term or other term, condition of deadline hereof, or affect the right of the Foundation to enforce the same in event of a subsequent breach or default.
- (4) In the event a court or arbitrator finds that a violation has occurred, the court may require the Purchaser to reimburse the Foundation for all expenses incurred in stopping, preventing and correcting the violation, including but not limited to reasonable attorney's fees.

IN TESTIMONY WHEREOF, the parties hereto have executed this Rehabilitation Agreement in duplicate the date first set out above.

THE HISTORIC PRESERVATION FOUNDATION
OF NORTH CAROLINA, INC.

BY: _____ (SEAL)

WITNESS: _____

PURCHASER

_____ (SEAL)

WITNESS: _____

EXHIBIT A

**SECRETARY OF THE INTERIOR'S
STANDARDS FOR THE REHABILITATION OF HISTORIC PROPERTIES
(1992)**

REHABILITATION is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

STANDARDS FOR REHABILITATION

1. A property shall be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property shall be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, shall not be undertaken.
4. Changes to a property that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and, where possible, materials. Replacement of missing features shall be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, shall be undertaken using the gentlest means possible. Treatments that cause damage to historic materials shall not be used.

8. Archeological resources shall be protected and preserved in place. If such resources must be disturbed, mitigation measures shall be undertaken.

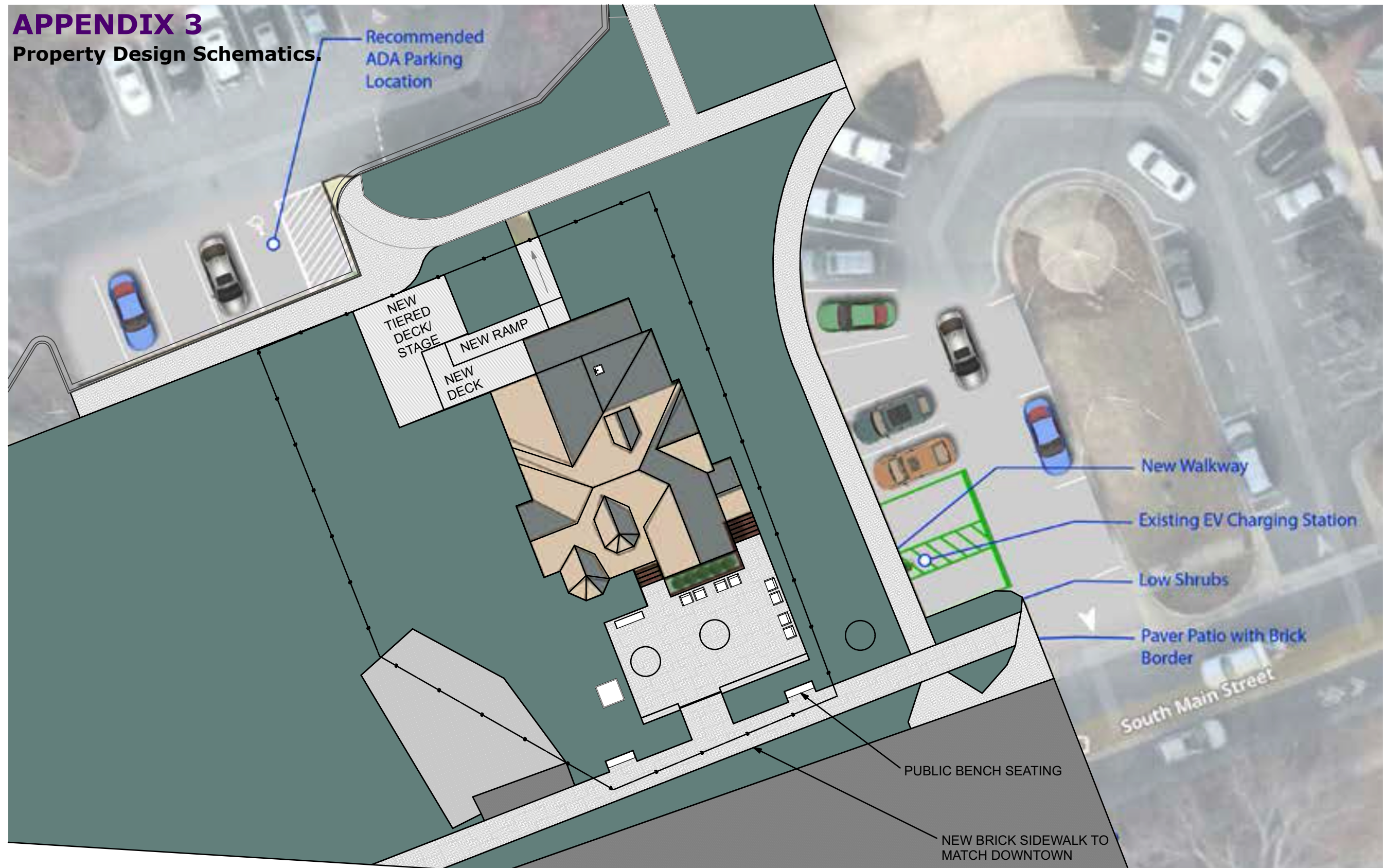
9. New additions, exterior alterations, or related new construction shall not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and shall be compatible with the historical materials, features, size, scale, and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

SAMPLE

APPENDIX 3

Property Design Schematics.



ARCHITECTURAL SITE PLAN

1" = 20'



Morgan Architecture + Consulting, PLLC
206 Patterson St
China Grove, NC

BAMFORD FINE VIOLINS
LOUISE SLOAN HOUSE RFP

SITE PLAN
4/30/25
54



BAMFORD FINE VIOLINS LOUISE SLOAN HOUSE RFP





Morgan Architecture + Consulting, PLLC
206 Patterson St
China Grove, NC

BAMFORD FINE VIOLINS LOUISE SLOAN HOUSE RFP

3D FRONT RENDERING
4/30/25

56



AGENDA MEMO

To: Davidson Board of Commissioners

From: Austin Nantz, Assistant Town Manager

Date: July 22, 2025

Re: Consider Approval of Oak Hill Phase 2 Affordable Housing Partnership

ITEM SUMMARY/OVERVIEW

Community Housing Partners (CHP) is developing 46 affordable units (Oak Hill Phase 2) for individuals at 30-80% of the area median income (AMI). This roughly \$15 million development is currently working through the planning process with the Town and Mecklenburg County. The project has a \$1.67 million gap in funding. The Town, Mecklenburg County, and the City of Charlotte, as administrators of the federal HOMES program for our region, are proposing a partnership to fill the funding gap on this project.

ACTION/PROPOSED MOTION

Motion to approve Budget Amendment 2026-04 allocating \$500,000 from the Affordable Housing Fund to fund the Oak Hill Phase 2 project and authorize the Town Manager to work with all parties and negotiate and execute the terms of an agreement with Community Housing Partners.

RELATED TOWN GOALS

Strategic Plan Alignment

Healthy, Livable, & Vibrant Community - Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

Affordable Living, Equity & Inclusion - Work together to foster a culture of equity, belonging, inclusion, and advance the Town's Affordable Housing program.

Provide, create, and support opportunities for all. Treat everyone with respect, dignity, and recognize every voice.

Core Values

Davidson must be a safe place to live, work, and raise a family, so the town will work in partnership with the community to prevent crime and protect lives, property, and the public realm.

Citizens are the heart of Davidson, so town government will treat all people fairly, with courtesy and respect.

Davidson's historic mix of people in all income levels and ages is fundamental to our community, so town government will encourage opportunities, services, and infrastructure that allow people of all means to live and work here.

NEXT STEPS

If the town board approves, Mecklenburg County Board of Commissioners and Charlotte City Council will be asked to consider approval of their investment in this partnership. CHP will continue development of 46 affordable units in Davidson.



Affordable Housing Investment Opportunity Community Housing Partners Oak Hill Phase 2 Expansion

Austin Nantz
Assistant Town Manager
Board of Commissioners Meeting
July 22, 2025

www.townofdavidson.org

Strategic Alignment

Core Values

- Davidson's historic mix of people at all income levels and ages is fundamental to our community, so town government will encourage opportunities, services, and infrastructure that allow people of all means to live and work here.

Comp Plan

- Goal 5.2: Diverse and inclusive housing options. Davidson will have a variety of housing options (both by tenure and by type) affordable to all households, with special attention to low-income families, as well as accessibility to transit, employment, services, parks, and daily needs.

Community Survey

- Residents were asked specifically to rate how much of a priority, if any, each of the items was to maintaining or improving the quality of life in Davidson. The intent was to gauge the importance of these topics as they relate to overall quality of life; the responses are not a ranking of topics. A total of **73%** of survey respondents indicated that ***Access to Affordable Housing*** is either a high (40%) or moderate (33%) priority as it relates to maintaining or improving the quality of life in Davidson over the next 5 years.

Strategic Plan

- Affordable Living, Equity, and Inclusion- Work together to create a culture of belonging, address our past inequities, provide opportunities for all, treat everyone with respect and dignity and recognize every voice

AH Needs Assessment

- The Town of Davidson developed a data- and context-driven Affordable Housing Needs Assessment for guidance and direction in addressing the Town's affordable housing needs.

Strategic Framework:

AFFORDABLE HOUSING STRATEGIC FRAMEWORK



Affordable Units in Davidson

Owner	Number of Units
Town of Davidson	4
Community Housing Partners	72
Davidson Housing Coalition	75
Habitat for Humanity	199*
Private (DPO Required)	96
Total	451

Affordable Housing Needs Assessment 10-Year Goal

AMI	Homeownership	Rentals
30% and <	25	216
30-50%	25	124
50-80%	102	24
80-120%	40	36
Total	192	400

Community Housing Partners

- Founded in 1975, CHP has been providing housing services for 50 years. They are celebrating their 50th anniversary this year.
- As a regional non-profit, CHP is an affordable housing developer with extensive experience in creating stable communities and access to opportunity in the Southeast and Mid-Atlantic through:
 - Sustainable Development & Construction
 - Resident Services
 - Property Management
 - Weatherization and Energy Services
 - Homeownership Facilitation

Oak Hill Phase 2 - Project Specifics

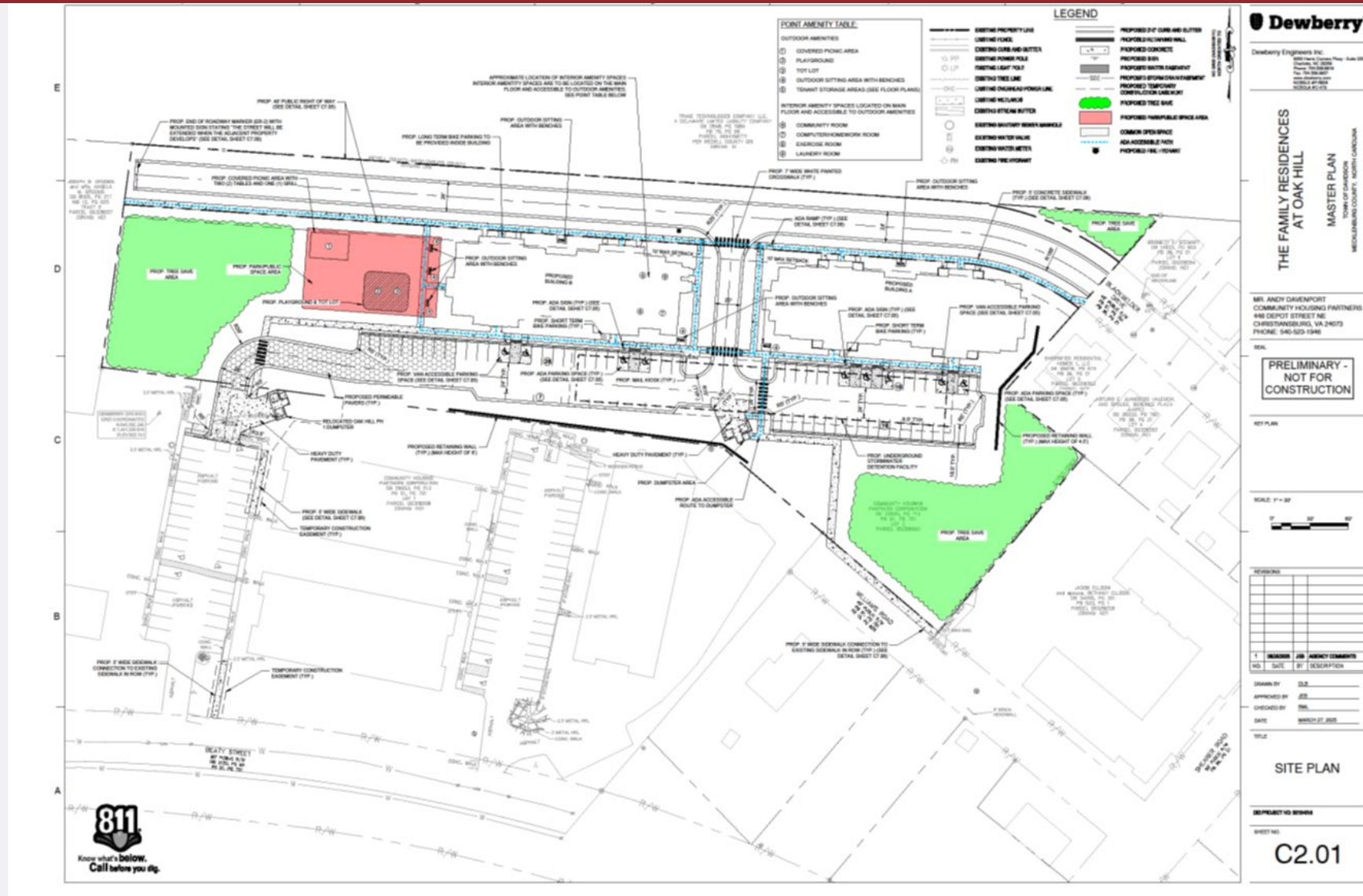
- Adjacent to CHP's Oak Hill Phase I, 70 units of affordable housing acquired in 2007, occupancy consistently >95%
- Forty-six units of family housing including 1, 2, and 3-bedroom units
- Two 3-story breezeway buildings with community room, management office computer room, common laundry, maintenance room and bike storage
- All affordable units for households earning between 30-80% AMI
- Affordability requirement (30 year)
- Awarded tax credits by NC Housing Finance Agency (NCHFA) in the 2024 allocation cycle
- Architect, civil engineer, and general contractor engaged
- Macro cost escalation since time of application + refined plans result in a funding gap of \$1,673,212

Oak Hill Phase 2-Schedule

- March – May 2025 initial design work for architect and civil
- May – June 2025 plan revisions based on comments
- July – November 2025 Town and County Plans Review, NCHFA review
- November 2025 site permits
- November – December 2025 finalize GMP; investor/lender due diligence
- January 2026 – closing and construction start
- January – March 2026 site grading and infrastructure
- March – December 2026 vertical construction
- December 2026 Construction Completion!
- January – March 2027 lease-up and stabilized occupancy

Note – provided above is a summary schedule, more detailed schedule available on request.

Oak Hill Phase 2



Oak Hill Phase 2



Oak Hill Phase 2



Oak Hill Phase 2-Sources of Funds

Source	Amount
Permanent Mortgage	1,425,000
RPP Loan (NCHFA)	690,000
NeighborWorks (CHP)	500,000
Seller Financing Land Acquisition (CHP)	474,000
Deferred Developer Fee (CHP)	166,300
LIHTC Equity	10,016,000
Total Permanent Sources	13,271,300
Total Development Costs	14,944,512
Funding Gap	(1,673,212)

Oak Hill Phase 2-Use of Funds

Use	Amount
Land Acquisition	474,000
Hard Cost	10,400,000
Owner Expenses - Building	185,000
Hard Contingency	520,000
Engineering and Architecture	800,000
Insurance/Builder's Risk	100,000
Owner-Paid Permit Fees	200,000
Finance Related Fees/Expenses	126,332
Legal Fees	245,000
Construction Interest	400,000
Due Diligence Fees	43,500
Tax Credit Fees	190,680
Soft Cost Contingency	50,000
Developer Fee	1,035,000
Reserves	175,000
Total Development Cost	\$14,944,512

Funding Gap

Sources of Funds	Original Budget
Permanent Debt	\$3,089,000
LIHTC Equity	\$10,016,000
Total Third Party	\$13,105,000
Deferred Developer Fee	\$166,300
Total Permanent Sources:	\$13,271,300
Surplus/(Gap)	\$-1,673,212

Collaboration with Partner Agencies

- Town Manager reached out to County Manager and asked if they would consider investing in this important project.
- Mecklenburg County (LaShonda Hart, Affordable Housing Program Manager) reached out to the City of Charlotte as the administrator of the HOMES program (Warren Wooten, Assistant Director of Housing and Neighborhood Services) and they were interested in participating as well.
- Town, City, and County staff met with CHP staff to discuss project details and schedule,
- Town, City, and County staff recognize the benefits of this project and the opportunity to leverage all of our resources to make this work.
- (CHP) raised over \$13 million for this project and 9% LIHTC will not happen again in Davidson under current criteria.
- NCHFA requires units be built and Certificate of Occupancy obtained by 12/31/26.

Filling the Gap

The funding proposal includes the following investments:

Sources of Funds	Amount
City of Charlotte via HOMES	\$600,000
Mecklenburg County	\$500,000
Town of Davidson	\$500,000
Community Housing Partners	\$73,212
Total Contributions	\$1,673,212



Why Investing in This Project Makes Sense

- Forty-six (46) affordable units at the 30-80% AMI level represents 31% of the Town goal for rental units for those income levels.
- Sustainable Development & Construction including weatherization and energy services
- CHP has demonstrated that they are a reliable property manager resulting in satisfied residents
- Town's cost to invest = \$10,870 per unit
- Utilize funds from the Affordable Housing fund (payment-in-lieu funds)

Next Steps

- Mecklenburg County staff presents proposal to Board of Commissioners at an upcoming meeting.
- City of Charlotte staff presents proposal to Charlotte City Council at an upcoming meeting.

Questions?



Action/Proposed Motion:

Motion to approve Budget Amendment 2026-04 allocating \$500,000 from the Affordable Housing Fund to fund the Oak Hill Phase 2 project and authorize the Town Manager to work with all parties and negotiate and execute the terms of an agreement with Community Housing Partners.



AMENDMENT TO THE BUDGET ORDINANCE

BE IT ORDAINED by the Governing Board of the Town of Davidson, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2026:

Section 1: To amend the Affordable Housing Fund, the appropriations are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
52-40-4940-581	Affordable Housing-Developer Incentives		\$500,000.00

Budgeted expenditures will fund the grant agreement with Community Housing Partners for Oak Hill Phase 2.

Section 2: To amend the Affordable Housing Fund, the estimated revenues are to be changed as follows:

<u>Acct. No.</u>	<u>Account</u>	<u>Decrease</u>	<u>Increase</u>
52-40-3990-980	Fund Balance Appropriated		\$500,000

The grant agreement with Community Housing Partners for Oak Hill Phase 2 will be funded from Affordable Housing fund balance.

Section 3: Copies of this budget amendment shall be furnished to the Clerk of the Governing Board, and to the Budget Officer and the Finance Officer for their direction.

Adopted this 22nd day of July, 2025

By: _____

Rusty Knox

Mayor

ATTEST:

Elizabeth K. Shores

Town Clerk



AGENDA MEMO

To: Davidson Board of Commissioners

From: Philip Geiger, Police Chief

Date: July 22, 2025

Re: Consider Adoption of Ordinance 2025-07 Solicitors and Peddlers

ITEM SUMMARY/OVERVIEW

Town of Davidson Municipal Code of Ordinances that pertain to Solicitation and Peddling are inconsistent with the current case law and have been revised in a manner that aligns with current law and our Core Values/Strategic Plan. The Town has identified reasonable time, place and manner restrictions on door-to-door solicitations and peddling upon public property. Attached to the agenda is the current Ordinance - Article IV and Ordinance 2025-07 that would replace the current ordinance. This item was previously discussed at the June 24 meeting.

ACTION/PROPOSED MOTION

Motion to adopt Ordinance 2025-07 Amending Chapter 18 – Businesses and Business Regulations, Article IV Solicitors and Peddlers and amend the FY26 Fee Schedule, as applicable.

RELATED TOWN GOALS

Strategic Plan Alignment

Healthy, Livable, & Vibrant Community - Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

Core Values

Davidson must be a safe place to live, work, and raise a family, so the town will work in partnership with the community to prevent crime and protect lives, property, and the public realm.

NEXT STEPS

If approved, this Ordinance will go into effect on August 1, 2025.



Adoption of Ordinance 2025-07 Solicitors and Peddlers

Philip Geiger
Chief of Police
July 22, 2025

www.townofdavidson.org

Code of Ordinances: Solicitors and Peddlers

The public purpose of this ordinance is to protect the health, safety, and welfare of the residents of the Town of Davidson, North Carolina, and the public at large by regulating door-to-door solicitation and peddling upon public property.

Core Value

Davidson must be a safe place to live, work, and raise a family, so the town will work in partnership with the community to prevent crime and protect lives, property, and the public realm.

Strategic Plan: Promote collaborative efforts to create livable spaces and healthy places to enhance the quality of life for all residents.



Priority Strategy: Provide a safe and secure community utilizing best practices and standards.

Why Revert “No Solicitation?”

Town of Davidson Municipal Code of Ordinances that pertain to Solicitation and Peddling are inconsistent with the current case law and have been revised in a manner that aligns with current law and our Core Values/Strategic Plan.

Purpose & Intent:

The Town has identified reasonable time, place and manner restrictions on door-to-door solicitations and peddling upon public property to reduce crimes...; to protect its residents from intrusive or dangerous solicitations; to provide for pedestrian safety by regulating the use of public sidewalks; to avoid obstructing access to public or private property adjacent to public sidewalks; and to assist law enforcement personnel in the performance of their duties

Door-To-Door Solicitation (Private Property)

Defined:

Any person who goes from door-to-door without invitation, upon the private property of another person for the following purposes:

- Offering the sale of goods and/or services of any description whatsoever.
- Making or conducting surveys for research purposes, marketing, opinion polls, rating data and any such similar work, which, by nature, involves door-to-door activity.
- Seeking donations, contributions or anything of value.

Door-To-Door Solicitation (Private Property)

Sec. 18-201. Door-to-Door Commercial Solicitation (Private Property); Permit required.

It shall be unlawful for any person to enter upon any private property in the Town for the purpose of door-to-door solicitation, without first having secured a town **door-to-door solicitation permit** in accordance with section 18-221.

PERMIT APPLICATION Sec. (18-221)

- Detailed Vetting Process
- State Registration
- Bond Required
- Non-Refundable Fees
- Criminal History of all Participants

PERMIT HOLDER RESTRICTIONS:

- Prohibited When Posted - “No Soliciting Allowed”
- Must Display Visible Photo ID and Permit
- Vehicles Must Display Company Name
- 8:00 AM – 8:00 PM Only - No Sundays
- Fully Revocable

Peddling (Public Property)

Defined:

Any person who offers the sale of goods/services of any description whatsoever, or who seeks contributions, donations, or anything of value while situated upon public property, or requires space to set up a table, stand, tent, booth, kiosk, cart, wagon, canopy, vehicle, easel, sign or other similar structure/vessel upon public property.



Peddling Permit (Public Property)

Sec. 18-202. Peddling: Strictly Regulated-Permit required.

It shall be unlawful for any group/organization to sell goods/services while situated upon public property without first having secured a **town peddler's permit** in accordance with Sec. 18-222.

PERMIT APPLICATION (Sec. 18-222)

- Detailed Vetting Process
- IRS Designation Required
- Qualified Davidson Non-Profits
- Political and religious organizations

PERMIT HOLDER RESTRICTIONS:

- Commercial Solicitation – Not Permitted
- Only valid for the date and time listed on the permit
- Limited Town-designated locations
- Not permitted on Sunday

NEXT STEPS:

- Consideration for Ordinance Approval – July 22, 2025
- Education
 - Police Department Personnel Training
 - Communication for Residents, Businesses, and Non-Profits
- Enforcement
 - Civil penalties for violations of the ordinance
 - Criminal penalties for violation of state statutes

Action/Proposed Motion:
Motion to adopt Ordinance 2025-07 Amending
Chapter 18 – Businesses and Business
Regulations, Article IV Solicitors and Peddlers
and amend the FY26 Fee Schedule, as applicable.





Ordinance 2025-07

An Ordinance of the Town of Davidson Amending
Chapter 18 - BUSINESSES AND BUSINESS REGULATIONS
ARTICLE IV. SOLICITORS AND PEDDLERS

ARTICLE IV. SOLICITORS AND PEDDLERS

DIVISION 1. GENERALLY

PURPOSE AND INTENT:

The public purpose of this ordinance is to protect the health, safety and welfare of the residents of the Town of Davidson, North Carolina and the public at large by regulating door-to-door solicitation and peddling upon public property. The Town has identified reasonable time, place and manner restrictions on door-to-door solicitations and peddling upon public property to reduce crimes such as fraud, larceny, burglary, identity theft and home invasion; to protect its residents from intrusive or dangerous solicitations; to provide for pedestrian safety by regulating the use of public sidewalks; to avoid obstructing access to public or private property adjacent to public sidewalks; and to assist law enforcement personnel in the performance of their duties. This ordinance shall not be applied in a manner that interferes with constitutionally protected speech and/or acts.

DEFINITIONS:

For the purposes of this Chapter, the following words and phrases shall have the meanings ascribed to them by this section:

DOOR-TO-DOOR SOLICITATION (PRIVATE PROPERTY):

- A. Any person who goes from door-to-door without invitation, upon the private property of another person for the following purposes:
 - (1) Offering the sale of goods and/or services of any description whatsoever.
 - (2) Making or conducting surveys for research purposes, marketing, opinion polls, rating data and any such similar work, which, by nature, involves door-to-door activity.
 - (3) Seeking donations, contributions or anything of value.

PEDDLING (PUBLIC PROPERTY):

- A. Any person who offers the sale of goods/services of any description whatsoever while situated upon public property.
- B. Any person who seeks contributions, donations or anything of value while situated upon public property.
- C. Any person who requires space to set up a table, stand, tent, booth, kiosk, cart, wagon, canopy, vehicle, easel, sign or other similar structure/vessel upon public property.

GOODS

Any items, merchandise and/or wares, **including, but not limited to**, food, beverages, magazine subscriptions, books and periodicals, offered for sale, regardless of the manner of delivery of such goods.

SERVICES

Any service, **including, but not limited to**, home improvements, window cleaning, tree cutting, cable/internet packages and/or pest control offered for sale, regardless of the manner of delivery of such services.

PERSON:

Any individual, corporation, partnership, sole proprietorship, political, civic or religious organization.

PUBLIC PROPERTY

Any real property owned, leased, possessed and/or controlled by the Town of Davidson, including areas designated for peddling.

PRIVATE PROPERTY

Any real property owned by any person.

QUALIFIED NON-PROFIT ORGANIZATION

A 501(c)(3) organization whose principal office location, as set forth in its articles of incorporation and duly recorded with the North Carolina Secretary of State, is physically located in the incorporated town limits of Davidson, NC.

SPECIAL EVENTS

A town-sponsored or sanctioned market, festival, activity, or similar events, **including, but not limited to**, Davidson Farmer's Market, Christmas in Davidson, Town Day, National Night Out, April is for Arts, Concerts on the Green, Concerts at the Circles, Taste of Davidson, etc.

Sec. 18-201. Door-to-Door Solicitation (Private Property)

A. PERMIT REQUIRED

- (1) It shall be unlawful for any person to enter upon any private property in the town for the purpose of door-to-door solicitation, without first having secured a town door-to-door solicitation permit in accordance with section 18-221.
- (2) It shall be unlawful for any solicitor to enter upon any private property of another and refuse to leave such property after having been notified by the owner or occupant of such property, or his/her agent, to leave the same and not to return to such property.
- (3) It shall be unlawful to provide false information on the application for a door-to-door solicitation permit.
- (4) It shall be unlawful to engage in door-to-door solicitations between the hours of 8:00 p.m. and 8:00 a.m. Monday through Saturday.
- (5) It shall be unlawful to engage in door-to-door solicitations at any time on Sunday.
- (6) All vehicles used by solicitors shall clearly display the company name for which soliciting is being done.
- (7) Solicitors shall display a company issued photo ID and their town issued solicitation permit while engaging in door-to-door solicitations in the Town of Davidson.
- (8) No more than four (4) door-to-door solicitation permits per calendar year shall be issued to any one company, individual, corporation, partnership, sole proprietorship or other such entity.

Sec. 18-202. Peddling (Public Property): Strictly Regulated

- A. **Peddling is restricted to the following:**
 - 1. Qualified 501(c)(3) organizations (see Article IV – Definitions).
 - 2. Political and religious organizations.
 - 3. Public property designated by the Town of Davidson for peddling activity.
- B. **Peddling (Public Property)-Permit Required**
 - 1. It shall be unlawful for any group/organization to sell goods/services while situated upon public property without first having secured a town peddler's permit in accordance with Sec. 18-222.
 - 2. It shall be unlawful to provide false information on a peddler's permit application.
 - 3. It shall be unlawful to engage in peddling between the hours of 8:00 p.m. and 8:00 a.m. Monday through Saturday.
 - 4. It shall be unlawful to engage in peddling on Sundays.
 - 5. Peddler's permits shall be displayed while the permittee is engaging in peddling activities.

Town or Town-sponsored Special Events are exempt from these provisions. See Chapter 50, Article III, Sections 50-71 through 50-74 for Special Event regulations and application requirements.

Sec. 18-203. No Trespassing: It shall be unlawful for any person to enter, without invitation, upon the private property of another, when such property is posted with a sign stating "No Soliciting Allowed" or other words to that effect, even if granted a permit for solicitation.

Secs. 18-204-18-220. Reserved.

DIVISION 2. PERMIT

Sec. 18-221. Door-to-Door (Private Property) Solicitation Permit Application

Applicants seeking a door-to-door solicitation permit under this article shall pay the non-refundable application fee for such permits as specified in the most recently adopted Town of Davidson fee schedule. Applicants shall submit a written application for the permit using the door-to-door solicitation permit application available on the town's website. All business applicants must be registered with the State of North Carolina.

- (1) The name and address of the business, organization, person(s), or group for whom door-to-door solicitation is being conducted. The applicant must be a duly authorized representative of the business, company, group or organization for which the permit is sought.
- (2) The names of all individuals who will be engaging in door-to-door solicitation on behalf of the business/organization, along with a copy of a valid government issued photo ID.
- (3) A description of the nature of the business/organization and the goods, services, or wares being offered for sale.
- (4) If soliciting for donations/contributions; the types of donations being sought, including, but not limited to money, clothing, household items, shoes, etc.
- (5) All door-to-door solicitation applications shall be submitted a minimum of seven (7) days in advance of, but no more than ninety (90) days in advance of the date that you want to begin solicitation; time being of the essence.

- (6) A statement as to whether the applicant or any person engaging in door-to-door solicitation on behalf of the applicant has been convicted of any crimes (felony or misdemeanor) involving assault, larceny/fraud, damage to property, disorderly conduct, any crime of domestic violence, and/or sell/distribution of illicit drugs/controlled substances, and if so, the details thereof.
- (7) The make, model, year, color and license plate number of each vehicle used by the applicant(s) during the period of door-to-door solicitation within the town. Copies of the applicant's operator's license, vehicle registration and insurance certificate.
- (8) One (1) recent photograph, taken within the past ninety (90) days, of the applicant and any person(s) who will be engaging in door-to-door solicitation on behalf of the applicant, which shall be approximately two and one-half by two and one-half (2 ½" x 2 ½") inches in size, showing the head and shoulders of the applicant/participants in a clear and distinguishing manner. Minors are not required to provide a photograph but must be accompanied by an adult who has provided a recent photograph.
- (9) The last five municipalities wherein the applicant has received a door-to-door solicitation permit.

The door-to-door solicitation permit application is available via the following link: (to be determined).

Sec. 18-222. Peddling (Public Property) Permit Application

Applicants seeking a peddler's permit pursuant to Sec. 18-202 of this article shall pay the non-refundable application fee for such permits as specified in the most recently adopted Town of Davidson fee schedule. Applicants shall submit a written application for the permit using the peddler's permit application available on the town's website.

- (1) The name and address of applicant organization/group.
- (2) The names of all adults who will be participating, along with a copy of a valid government issued photo ID for each of those individuals. (Minors must be accompanied by an adult).
- (3) A description of the nature of the goods/services being offered and/or the types of donations/contributions accepted or when applicable, a description of promotional and/or printed materials being distributed.
- (4) Applicants shall select the desired date, time frame and town-designated location of proposed peddling activities. Permits shall be issued on a first come, first served basis. The Town reserves the right to prohibit all peddling activities at certain dates and times at its sole discretion.
- (5) All applications shall be submitted a minimum of seven (7) days in advance of, but no more than ninety (90) days in advance of the date that peddling is to begin; time being of the essence.
- (6) If a qualified 501(c)(3) organization, IRS documents verifying same.

The peddler's permit application is available via the following link: (to be determined)

Sec. 18-223. Bond required

Before any door-to-door solicitation or peddler's permit shall be issued under the provisions of this article, the applicant therefor shall furnish a bond in a sum up to \$5,000.00 to the town signed by the applicant and signed as surety by some surety company authorized to do business in the state, conditioned upon the final delivery of goods and/or services (as defined in this article) in accordance with the terms of any order obtained prior to delivery and also conditioned to indemnify any and all purchasers or customers for any and all defects in material or workmanship that may exist in the goods/services sold by the principal on such bond, at the time of delivery, and that may be discovered by such purchaser or customer within 30 days after delivery. The bond shall be for the

use and benefit of all people that may make any purchase or place any order to the principal on said bond, or to any agent or employee of the principal. If the applicant/permit holder works for a bonded and insured company, a certificate of insurance from that company will suffice.

- (a) Only one bond shall be required of each applicant, even though such applicant shall have one or more agents or employees; provided such bonds be made to cover the activities of all such agents or employees.
- (b) A non-refundable application fee as set forth in the current Town of Davidson Fee schedule. The fee schedule may be viewed at townofdavidson.org.

No permit shall be issued under the provisions of this division until the applicant shall have complied with all the provisions and requirements of this article.

Sec. 18-224. Duration.

Every door-to-door solicitation permit issued under the provisions of this division shall be valid for a period of seven (7) consecutive days from the date of issuance, unless otherwise indicated on the face of the permit.

Every peddler's permit issued under the provisions of this division shall be valid for the date, designated location, and time frame set forth on the face of the permit.

Sec. 18-225. Contents.

Each permit issued under the provisions of this division shall be dated as of the date of issuance and shall state the duration or term of such permit on the face thereof. Any permit not dated as required in this section, or which was issued in violation of this section, shall be void.

Sec. 18-226. Display.

Every person granted a permit under the provisions of this division shall display his/her permit while engaging in business in the Town of Davidson. Failure to display the permit is subject to enforcement under section 1-11, general penalty.

Sec. 18-227. Revocation.

Any permit issued under the provisions of this division is subject to revocation for the violation by the permittee of any applicable provision of this Code, state law or town ordinance, rule, or regulation.

Sec. 18-228-Penalty.

Any person who violates any provision of this article shall be punished by a civil penalty not exceeding five hundred (\$500) dollars. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Secs. 18-229-18-250. Reserved.

Adopted this 22nd day of July, 2025
Effective August 1, 2025.

Attest:

Rusty Knox, Mayor

Elizabeth K. Shores, Town Clerk

Approved as to form, Town Attorney

ARTICLE IV. PEDDLERS AND SOLICITORS¹

DIVISION 1. GENERALLY

Sec. 18-201. Invitation to dwellings required.

- (a) It shall be unlawful, unless with the prior permission or invitation of the owner or occupant, for any person to enter upon any privately owned premises in the town used as a dwelling for the purpose of soliciting orders for the immediate or future delivery of goods, merchandise, or services, specifically including the taking of subscriptions for magazines.
- (b) This section shall not apply to solicitation for charitable, civic, religious or patriotic purposes by persons who serve without compensation or remuneration, provided such persons shall have first obtained a permit from the town.

Sec. 18-202. Sale of goods on streets; peddlers.

It shall be unlawful for any person to sell or offer for sale or peddle goods, wares, food or merchandise upon the public streets or public parking lots of the town or to engage in business as a peddler anywhere in town without first having applied for and obtained a permit, as specified in section 18-221, so to do from the town.

Special events permitted or sponsored by the town are exempt from the requirements of this section.

(Ord. No. 2013-09, 7-9-2013)

Secs. 18-203—18-220. Reserved.

DIVISION 2. PERMIT

Sec. 18-221. Application; fee.

Any person desiring a permit to engage in business as a peddler within the town shall make written application to the town, which application shall show and contain the following:

- (1) The name and address of the applicant.
- (2) The name and address of the person, if any, that the applicant represents.
- (3) The kind of goods or services offered for sale.

¹Editor's note(s)—Ord. No. 2013-09, adopted July 9, 2013, changed the title of Art. IV from "Peddlers and Hawkers" to read as herein set out.

State law reference(s)—Authority to regulate peddlers and solicitors, G.S. 160A-178.

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- (4) Whether the applicant, upon any sale or order, shall demand, accept, or receive payment or deposit of money in advance of final delivery.
 - (5) The period of time such applicant wishes to engage in such business within the town.
 - (6) Whether or not the applicant has ever been convicted of a felony, and if so, the complete circumstances thereof.
 - (7) The last five cities wherein the applicant has worked before coming to the town.
 - (8) An application fee as set from time to time by the board of commissioners. A fee schedule is on file and available in the town office.

Sec. 18-222. Bond required.

- (a) Before any permit shall be issued under the provisions of this article, the applicant therefor shall furnish a bond in the penal sum of \$1,000.00 to the town signed by the applicant and signed as surety by some surety company authorized to do business in the state, conditioned upon the final delivery of goods, wares, merchandise, services, photographs, magazines, and newspapers in accordance with the terms of any order obtained prior to delivery and also conditioned to indemnify any and all purchasers or customers for any and all defects in material or workmanship that may exist in the article sold by the principal on such bond, at the time of delivery, and that may be discovered by such purchaser or customer within 30 days after delivery. Such bond shall be for the use and benefit of all persons that may make any purchase or give any order to the principal on such bond, or to any agent or employee of the principal.
- (b) Only one bond shall be required of each applicant, even though such applicant shall have one or more agents or employees; provided such bond shall be made to cover the activities of all of such agents or employees.
- (c) Applicants soliciting for charitable, civic, religious, or patriotic purposes without compensation or remuneration shall be exempt from the bond requirement and application fee.

(Ord. No. 2013-09, 7-9-2013)

Sec. 18-223. Issuance.

No permit shall be issued under the provisions of this division until the applicant shall have complied with all the provisions and requirements of this article.

Sec. 18-224. Duration.

Every permit issued under the provisions of this division shall be valid for a period of 24 hours.

Sec. 18-225. Contents.

Each permit issued under the provisions of this division shall be dated as of the date of its issuance, and shall state the duration or term of such license on the face thereof. Any license not dated as required in this section, or which was issued in violation of this section, shall be void.

Sec. 18-226. Display.

Every peddler licensed under the provisions of this division and doing business within the town shall display his permit upon the request of any person. Failure to display such license is subject to enforcement under section 1-11, general penalty.

(Ord. No. 2022-01, 1-25-2022)

Sec. 18-227. Revocation.

Any permit issued under the provisions of this division may be revoked for the violation by the permittee of any applicable provision of this Code, state law or town ordinance, rule, or regulation.

Secs. 18-228—18-250. Reserved.



AGENDA MEMO

To: Davidson Board of Commissioners

From: Ryan Monteith, Fire Chief

Date: July 22, 2025

Re: Discussion of 2025 Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan

ITEM SUMMARY/OVERVIEW

The Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan is a comprehensive plan that identifies risks and capability assessment within Mecklenburg County. The 2025 update to the plan has been approved by North Carolina Emergency Management and sent to FEMA for final approval. Adoption of the plan by all municipalities within Mecklenburg County is required. The 2025 plan update covers risks, capability assessment, and action items specific to the Town of Davidson. [Click here](#) to view the plan.

ACTION/PROPOSED MOTION

This item is for discussion only.

RELATED TOWN GOALS

Strategic Plan Alignment

Sustainability and Natural Assets - Preserve Davidson's natural assets and develop, implement, and actively encourage innovative solutions to environmental, energy, and climate-based challenges.

Operational Excellence - Provide efficient and high-quality public services and facilities through thoughtful and proactive planning, responsible stewardship of Town resources and a professional and committed workforce.

Healthy, Livable, & Vibrant Community - Promote collaborative efforts to create livable spaces and healthy places to enhance quality of life for all residents.

Core Values

Davidson must be a safe place to live, work, and raise a family, so the town will work in partnership with the community to prevent crime and protect lives, property, and the public realm.

Citizens entrust town government with the stewardship of public funds, so government will provide high quality services at a reasonable cost.

Citizens must live in a healthy environment, so town government will protect watersheds, trees, air quality, and other elements of the town's ecology.

NEXT STEPS

Board of Commissioners will be asked to approve the resolution adopting the Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan at the August 26 board meeting on the consent agenda.



2025 Mecklenburg County Hazard Mitigation Plan

J. Ryan Monteith
Fire Chief
July 22, 2025

www.townofdavidson.org

Hazard Mitigation Plan

Hazard mitigation planning reduces loss of life and property by minimizing the impact of disasters. It begins with state, tribal, and local governments identifying natural disaster risks and vulnerabilities that are common in their area. After identifying these risks, they develop long-term strategies for protecting people and property from similar events. Mitigation plans are key to breaking the cycle of disaster damage and reconstruction.

Plan Components

- Planning area profile
- Risk Assessment
- Capability Assessment
- Mitigation Strategy
- Mitigation Action Plans
- Plan Maintenance
- Plan Adoption
- Municipality Annex

Plan Development

- Prepared by WSP Consulting in coordination with FEMA region 4 and the North Carolina Division of Emergency Management
- Meets compliance with Section 322 of the Stafford Act
- Approved by North Carolina Emergency Management
- Adopted by each participating jurisdiction within Mecklenburg County
- Final approval by FEMA

Hazard Mitigation Planning Committee

- Comprised of stakeholders at local, state, and federal level
- County first responder agencies, utility organizations, non-profits, local government
- Town of Davidson Representatives
 - Ryan Monteith, Fire Chief (Town of Davidson Primary Staff)
 - Jesse Bouk, Public Works Director (Town of Davidson Staff Alternate)
 - Brad Johnson (Davidson College)
 - Steve Sonnenberg (Davidson Resident)

Identified Risks/Hazards

Dam and Levee Failure	Drought
Earthquake	Excessive Heat
Flooding	Hurricane and Tropical Storm
Infectious Disease	Landslide
Severe Winter Weather	Tornadoes and Thunderstorms
Wildfire	Cyberthreat
Hazardous Substances	Radiological Emergencies

Davidson Capability Assessment

- Increased overall Capability Assessment Rating from Low in 2020 to Moderate in 2025
- Increased overall Capability Assessment Score from (70) in 2020 to (89) in 2025
- Increase in overall Capability Assessment a direct result from:
 - Plans (Comprehensive Plan, Fire Department Standards of Cover, Climate Action Plan)
 - Current town policies and ordinances
 - Additions and enhancement of town staff
 - Overall financial strength of town
 - Proactive approach to town's facilitation of Emergency Management
 - Town Administration and elected official support

New Mitigation Strategies for the town (2025 and beyond)

- Development of Comprehensive Emergency Management Plan (CEMP) in FY26
- Development of Continuity of Operations Plan (COOP) in FY27
- Conduct annual tabletop exercise for town staff with associated plans
- Explore feasibility of creating a Community Emergency Response Team (CERT)
- Create Community Wildfire Protection Plan

Next Steps

The Board of Commissioners will be asked to approve the resolution adopting the Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan at the August 26 board meeting on the consent agenda.

DISCUSSION





RESOLUTION 2025 - XX
ADOPTING THE 2025 MECKLENBURG COUNTY MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within the Town of Davidson are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the county are particularly vulnerable to dam/levee failure, drought, excessive heat, flooding, hurricane and tropical storm, infectious disease, landslide, severe winter weather, tornadoes and thunderstorms, and wildfire; and

WHEREAS, the Town of Davidson desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000, as amended, states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle; and

WHEREAS, the Town of Davidson has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations and at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management, and that the plans have been updated in accordance with federal laws including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; the National Dam Safety Program Act, as amended; as required under regulations at 44 CFR Part 201, and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management; and

WHEREAS, it is the intent of the Town of Davidson Board of Commissioners to fulfill this obligation in order that the County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Town of Davidson Board of Commissioners hereby:

1. Adopts the Mecklenburg County Multi-Jurisdictional Hazard Mitigation Plan.
2. Vests the Town of Davidson with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.
3. Appoints the Charlotte-Mecklenburg Emergency Management Office to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Town of Davidson Board of Commissioners for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the XXth day of XXXX 2025.

Rusty Knox, Mayor

Attest:

Elizabeth K. Shores, Town Clerk