

## **MORTGAGE LOAN AGREEMENT**

### **CITY OF FAYETTEVILLE AND LONGVIEW GREEN ASSOCIATES LIMITED PARTNERSHIP**

**THIS MORTGAGE LOAN AGREEMENT** (the "Agreement"), entered into this 8<sup>th</sup> day of June, 1998 by and between the City of Fayetteville (the "City" or the "Grantee"), a North Carolina municipal corporation, and Longview Green Associates Limited Partnership, a North Carolina limited partnership (the "Borrower"), 3800 Raeford Road, P.O. Box 43333, Fayetteville, NC 28309;

**WHEREAS**, the City has applied for and received funds from the United States Government under the Home Investment Partnership Act (HOME) under Title II of the Cranston-Gonzalez National Affordable Housing Act (NAHA), Public Law 101-625; and

**WHEREAS**, Borrower wishes to construct forty-eight (48) units of rental housing under the HOME loan program to be known as "Longview Green Apartments" located at 117, 121, 125, 129 and 133 Longview Drive, Fayetteville, North Carolina; and

**WHEREAS**, Borrower wishes to borrow the sum of Four Hundred Thousand and No/100 Dollars (\$400,000.00) from the City under said HOME program for the purpose of constructing said apartments; and

**WHEREAS**, on May 19, 1997, the City through its City Council approved the construction of said Longview Apartments under the HOME program and has agreed to lend Borrower said sum under the terms and conditions of the HOME program (the "Loan").

**NOW, THEREFORE**, for and in the considerations to the parties as set forth herein, the receipt of which is acknowledged, it is agreed between the parties hereto that:

#### **I. TERMS OF THE LOAN**

- A. The Borrower agrees to comply with the provisions of the Home Investment Partnership Program as published in the Home Final Rule dated September 16, 1996 and located at 24 CFR 92. In consideration of the Loan, the Borrower shall execute a Promissory Note (the "Note") payable to the City for the Affordable Housing Loan in the amount of Four Hundred Thousand and No/100 Dollars (\$400,000.00), the maximum amount of the Loan, payable as provided below. The advancements of the Loan from the City to the Borrower shall be up to the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) in the 1997-98 program year, and up to the amount of Two Hundred Thousand and No/100 Dollars (\$200,000.00) in the 1998-99 program year.

- B. The Note shall be secured by a Deed of Trust of even date with the Note and Deed Restrictions on the Longview Apartments property, and all appurtenances thereto, located in the City of Fayetteville, Cumberland County, North Carolina, as more particularly described on the attached Exhibit "A" (the "Property"). The Note, Deed of Trust and any other instruments securing the Loan are herewith incorporated by reference and each of said documents shall incorporate this Agreement by reference. Default under any of said documents shall constitute default hereunder and vice versa. The said Deed of Trust shall be of no less dignity than a third lien on the Property, subject only to two (2) prior deeds of trust on the Property. The Deed of Trust securing this Loan shall contain a Due on Sale clause. The Note and Deed of Trust shall be in such form as is satisfactory to the City.
- C. The term of the Loan shall be for a period of twenty (20) years from the date of the Note. The amount loaned shall bear annual interest at the rate of two percent (2%). Provided Borrower is not in default under any of the terms of the Note, Deed of Trust, this Agreement or any other documents securing the Loan, no interest shall be payable for a period of six (6) years from the date of Note. The payment of principal shall be deferred for a period of six (6) years from the date of the Note.
- D. Beginning with the seventh (7th) anniversary date of the Note, interest shall begin to accrue. The first installment of principal and interest shall begin on the thirty first (31st) day after the seventh (7th) anniversary date of the Note and shall be payable in one hundred sixty seven (167) consecutive monthly installments of principal and interest each in the amount of six hundred ninety two and 31/100 Dollars (\$692.31) with a balloon payment on the one hundred sixty eighth (168th) consecutive monthly installment of the principal balance and all accrued interest, which, unless prepaid in whole or in part, shall be Three Hundred Ninety Five Thousand Seven Hundred Twenty Five and 37/100 Dollars (\$395,725.37) which is \$395,066.93 principal balance plus accrued interest in the amount of \$658.44. Unless sooner paid, said balloon payment shall be due on the last day of the twentieth (20th) year of the term.
- E. The Note may be prepaid in whole or in part without penalty or premium. Partial payments shall be applied to installments due in reverse order of their maturity. In the event Borrower realizes a greater cashflow than anticipated in the project proforma, it agrees to accelerate the payment of the Loan provided that such acceleration is not in violation of any of the loan documents between Borrower and the other Lenders and Tax Credit Purchasers pertaining to this project and such prepayments will be made prorata in conjunction with the other obligations of the Borrower. The Note shall provide for a late payment penalty in the amount of four percent (4%) of the principal and interest payment if received more than fifteen (15) days beyond the due date. The unpaid principal

of the Note and any part thereof, accrued interest and all other sums due under the Note and Deed of Trust, if any, shall bear interest at the rate of fifteen percent (15%) per annum after default until paid.

- F. Borrower shall obtain a standard ALTA mortgagee title insurance policy in the amount of the Loan, issued by a title insurance company licensed to do business in the State of North Carolina and satisfactory to the City and insuring the City's third lien position to the Property and the appurtenances thereto. Such policy of insurance shall contain no exceptions other than the two (2) prior deeds of trust, restrictions which have been approved by the City and usual utility easements which do not interfere with the intended use of the Property.
- G. A current survey, not more than six (6) months old as of the date of the Note, prepared, certified and sealed by a registered land surveyor. The survey shall show, among other things, all boundaries of the Property with a metes and bounds description (courses and distances indicated), and all streets, roads, rights-of-way, easements, encroachments, or similar matters affecting the Property. The survey shall include a certification that the location of the Property is not within any special flood, mudslide or erosion hazard area ("flood hazard area").
- H. The Deed of Trust shall contain provisions providing the City environmental protection and indemnification. If there is suggestion of any environmental problems on, at or adjacent to the Property, either prior to or after the closing of this Loan, the City may, at its option, require evidence of the nature of the problem and any remediation. Such evidence may include opinions and certifications from appropriate governmental authority, Borrower's counsel, and/or S & ME Environmental Services.
- I. Borrower agrees to cooperate with the City and execute such other documents and comply with such further requirements as the City or its counsel may reasonably request.
- J. The Loan shall be closed without cost to the City. However, it shall be responsible for its own attorney's fees in connection with the reviewing and preparation of closing documents, advice in connection with this Agreement and for other such matters as the City may seek the services of an attorney in connection herewith. Borrower shall be responsible for all other expenses incurred in connection with the closing of this Loan.
- K. No third party shall have rights under this Agreement; nor may Borrower assign its rights under this Agreement. The Borrower hereby acknowledges that the City may terminate Agreement if (a) there is a change in the structure or ownership of the Borrower; (b) a material adverse change in the condition (financial, business or otherwise) of the Borrower shall occur; (c) the Borrower or any

principal, general partner, manager or member thereof shall file or make or have filed or made against such person a petition in bankruptcy, an assignment for the benefit of creditors or an action for the appointment of a receiver, or shall become insolvent, however evidenced; or (d) any information provided to the City by the Borrower is found to be inaccurate or to have been misrepresented in any material respect.

- L. The provisions of this Agreement shall survive the Loan closing and shall be incorporated in the Loan documents so that a default by the Borrower of any such provision shall constitute a default under the Loan documents.
- M. This Agreement may be executed in any number of counterparts. Each of the counterparts shall be considered an original, and all counterparts constitute one and the same document.

## **II. DISBURSEMENT OF FUNDS**

The disbursement of funds for the Loan will be contingent upon completion of the following:

- A. Davis-Bacon wage determinations received and copies filed with the City of Fayetteville Community Development Division.
- B. Final Development and Construction Budget reviewed and approved by the City of Fayetteville Community Development Division.
- C. Final Project Schedule received and copy filed with the City of Fayetteville Community Development Division.
- D. Completed HUD Environmental Review and appropriate written HUD authorization for Release of Funds (if applicable).
- E. Copy of the Construction Contract received and filed with the City of Fayetteville Community Development Division.
- F. Copy of final approved site plan and specifications received and filed with the City of Fayetteville.

## **III. METHOD OF COMPENSATION/PAYMENT SCHEDULE**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed \$400,000.00. Payments made during the 1997-98 program year shall not exceed \$200,000.00. Payments may commence as follows:

| PAYMENT | % (Percent)<br>COMPLETE | AMOUNT<br>RELEASED |
|---------|-------------------------|--------------------|
| 1       | 20%                     | \$100,000.00       |
| 2       | 45%                     | \$100,000.00       |

|              |     |                     |
|--------------|-----|---------------------|
| 3            | 65% | \$100,000.00        |
| 4            | 90% | \$100,000.00        |
| <b>TOTAL</b> |     | <b>\$400,000.00</b> |

The percentage of work completed shall be verified by documented onsite inspections conducted by the Community Development Housing Manager or his designee and authorization for release of funds shall be provided by the Neighborhood Services Department Director.

Request for payment shall be made in writing directly to the attention of the Community Development and Housing Manager and shall be signed by the Borrower's authorized representative.

#### **IV. SCOPE OF THE PROJECT**

- A. The Borrower agrees that the project will consist of five buildings with 48 two bedroom residential units.
- B. All units shall be occupied by household with incomes meeting the following limits adjusted for household size:

24 units with household incomes less than or equal to 50% of the City of Fayetteville median family income as published by the U.S. Department of Housing and Urban Development.

24 units with household incomes less than or equal to 60% of the City of Fayetteville median family income as published by the U.S. department of Housing and Urban Development.

- C. Any increase in initial rents, and any subsequent rent increases during the term of the Affordable Housing Loan must be approved in writing by the Grantee.
- D. Gross rents must at all times remain below the maximum HOME Program Rent Limits established annually by the U.S. Department of Housing and Urban Development as required pursuant to 24 CFR 92, part 92.252. Additionally the Borrower agrees to enforce the period of affordability for the said project for a time not less than twenty years as require pursuant to 24 CFR 92.

The Grantee reserves the right to reduce the project's contract rents in the event that HOME Program Rent Limits are lowered during the term of the Affordable Housing Loan.

- E. As evidenced in the Borrower's Application for Funding approved by the Grantee, the Borrower shall undertake specific activities defined under the

supportive services plan for the project.

Failure of the Borrower to provide the materials/services outlined in the application which Borrower's application is incorporated herein by reference shall constitute a default under the provisions of this loan agreement.

**V. TIME OF PERFORMANCE**

A. The Borrower agrees to proceed diligently with the construction of the project described in the application.

B. A Final Certificate of Occupancy shall be obtained within one year from the date of the executed agreement. Failure to obtain the Final Certificate of Occupancy by the said date may result in the termination of this contract by the City of Fayetteville and default by Borrower under the terms of this Loan Agreement.

A copy of the Certificate of Occupancy shall be delivered to the City of Fayetteville no later than ten (10) days after its receipt by the Borrower.

C. The Borrower shall notify the agency in writing within ten (10) business days of any occurrence which makes it unlikely that these dates can be met. Extensions of time may be granted by the City of Fayetteville at its discretion.

**VI. PERSONNEL AND PARTICIPANT CONDITIONS**

**A. CIVIL RIGHTS**

**1. Compliance**

The Borrower agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

**2. Nondiscrimination**

The Borrower shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Borrower shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment

practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff termination, rates of pay or other forms of compensation, and selection from training, including apprenticeship. The Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

**3. Debarment and Suspension**

As required by 24 CFR part 24, Borrower certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction for any reason.

**4. Section 504**

The Borrower agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of (1973 29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

The Grantee shall provide the Borrower with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

**5. EEO Statement**

The Borrower shall, in all solicitations or advertisements for employees placed by or on behalf of the Borrower, state that it is an Equal Opportunity employer.

**6. Subcontract Provisions**

The Borrower shall include the provisions of Paragraph VI.A. Civil Rights in every subcontract or purchase order, specifically or by reference, so that such provisions shall be binding upon each of its own subrecipients or subcontractors.

**B. EMPLOYMENT RESTRICTIONS**

**1. Prohibited Activity**

The Borrower is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

## **2. Labor Standards**

The Borrower agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act (40 U.S.C. 276a-276a-5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Borrower shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Borrower agrees that, except with respect to the rehabilitation or construction of residential property containing less than twelve ( 12) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Borrower of its obligation, if any, to require payment of the higher wage. The Borrower shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

## **3. Section 3 Clause**

### **a) Compliance**

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135 and dated May 1, 1996, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Borrower and any of the Borrower's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Borrower certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Borrower further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:



"The work to be performed under this contract is a project assisted under a program providing direct Federal Financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located."

The Borrower further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project are given to low and very low income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards, housing construction, or other public construction) project are given to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area of the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

The Borrower certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

**b) Notifications**

The Borrower agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract of understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 Clause and shall post copies of the notice conspicuous places available to employees and applicants for employment or training.

c) **Subcontracts**

The Borrower shall include this Section 3 Clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Borrower shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and shall not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

C. **CONDUCT**

1. **Assignability**

The Borrower shall not assign or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, that claims for money due or to become due to the Borrower from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. **Subcontracts**

a) **Approvals**

The Borrower shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b) **Content**

The Borrower shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c) **Selection Process**

The Borrower shall undertake to insure that all contracts in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. **Hatch Act**

The Borrower agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. **Conflict of Interest**

The Borrower covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Borrower hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or Borrowers which are receiving funds under the HOME Entitlement Program.

5. **Lobbying**

The Borrower hereby certifies that:

- a) No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreements;
- b) If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It shall require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts,, and contracts, under grants, loans, and cooperative agreements) and that all Borrowers shall certify and disclose accordingly.

## **VII. EQUAL OPPORTUNITY AND FAIR HOUSING**

### **A. Equal Opportunity**

No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds, pursuant to the Fair Housing Act 42 U.S.C. 3601-20 and implementing regulations at 24 CFR part 100.

### **B. Fair Housing**

No person in the United States shall be denied fair housing on the grounds of race, color, national origin, religion, or sex pursuant to the Fair Housing Act 42 U.S. C. 3601-20 and implementing regulations at 24 CFR part 100.

## **VIII. AFFIRMATIVE MARKETING**

Borrower agrees to develop and conduct an approved Affirmative Marketing plan whereby it can demonstrate that steps are being taken to provide information and otherwise attract eligible persons from all racial, ethnic and gender groups in the housing market to the available housing.

## **IX. ENVIRONMENTAL CONDITIONS**

### **A. AIR AND WATER**

The Borrower agrees to comply with the following requirements insofar as they apply to the performance of this contract:

- Clean Air Act, 42 U.S. C. 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, §1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### **B. FLOOD DISASTER PROTECTION**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Borrower shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of

financial assistance for acquisition or construction purposes including rehabilitation.

**C. LEAD-BASED PAINT**

The Borrower agrees that any construction or rehabilitation or residential structures with assistance provided under this contract shall be subject to HUD Lead Based Paint regulations at 24 CFR Part 92.355 and Part 35. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7). The notice should also point out that if leadbased paint is found on the property, abatement measures may be taken.

**X. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XI. NON-APPROPRIATION CLAUSE**

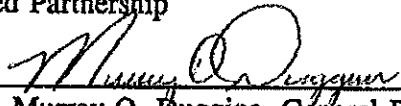
In the event that appropriations of money to conduct and administer the presently scheduled program are lawfully reduced or terminated, or it is deemed in the public interest and necessity for the health, safety, or welfare of the public sector to so reduce or terminate this scheduled program, the CITY, at its option, has the right to reduce the loan amount accordingly or to terminate this Agreement effective upon the end of the fiscal year as applicable. The CITY shall give the Borrower written notice of the reduction or termination under the provisions of this paragraph immediately upon receipt of actual notice by the CITY of a reduction or termination of appropriations of money for the scheduled program, or any other necessity to reduce or terminate the program. Following the effective date of such reduction, the City shall have no obligation to make payments in excess of the reduced amount. Following the effective date of a termination, the CITY shall have no further obligation to make any payments. The CITY shall have no right to recover any payments heretofore paid which were due and payable prior to the effective date of such reduction or termination.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

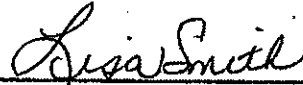
**LONGVIEW GREEN ASSOCIATES  
LIMITED PARTNERSHIP**

By: DUGGINS FAMILY LIMITED PARTNERSHIP,  
General Partner of Longview Green Associates  
Limited Partnership

By:  (SEAL)  
Murray O. Duggins, General Partner

Provision for the payment of this warrant (or order) has been made by an appropriation duly made or bond or note duly authorized as required by the "Municipal Fiscal Control Act".

**CITY OF FAYETTEVILLE, NORTH CAROLINA**

By:   
Lisa Smith, Interim Finance Director

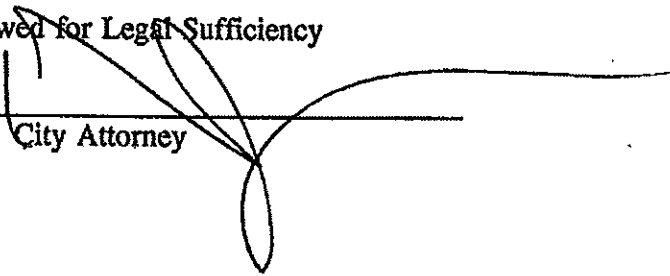
**CITY OF FAYETTEVILLE, NORTH CAROLINA**

By:   
Roger L. Stancil, City Manager

ATTEST:

BY:   
Janet Jones, City Clerk

Reviewed for Legal Sufficiency

BY:   
City Attorney

STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that JANET C. JONES, who being duly sworn, personally appeared before me this day and acknowledged that she is the Clerk of City of Fayetteville City Council; that ROGER L. STANCIL is the duly appointed City Manager; that the seal affixed to the foregoing Agreement is the Corporate Seal of the Council; that said ROGER L. STANCIL is duly authorized to enter into this Agreement on behalf of said Council and that he signed and sealed this Agreement; and this Agreement is attested by said Clerk on behalf of said Council; all by its authority duly granted; and that said JANET C. JONES acknowledged the said Agreement to be the act and deed of the City Manager.

WITNESS my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 1998.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

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STATE OF NORTH CAROLINA

COUNTY OF CUMBERLAND

I, Wanda S. Jones, A notary Public in and for the aforesaid County and State of certify that MURRAY O. DUGGINS, personally came before me this day and acknowledged that he is the general partner of LONGVIEW GREEN ASSOCIATES LIMITED PARTNERSHIP, a North Carolina limited partnership and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal this the 8 day of JUNE, 1998.

Wanda S. Jones  
NOTARY PUBLIC

My Commission Expires:

4/10/2002

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