

## MINUTES FOR BOARD OF ALDERMEN WORK SESSION

March 22, 2022

5:00 PM

The following elected officials were present: Mayor Coleman, Alderman Cearley, Alderwoman Morrow, Alderman Milton, Alderman Withers, and Alderman Martin.

The following Staff members were present: Maria Stroupe, Town Manager; Nolan Groce, Development Services Director; Brian Finnegan, Planner; Sarah Hamrick, Town Clerk; Robbie Walls, Chief of Police; Jonathan Newton, Finance Director; Bill Trudnak, Public Works Director; Doug Huffman, Electric Director; Earl Withers, III, Fire Chief; and Brandon Whitener, Recreation Director.

Mayor Coleman called the meeting to order at 5:00 pm.

The Mayor then opened with the Pledge of Allegiance to the Flag.

At this time, the Mayor asked to add a discussion concerning the Town's electronic sign. Alderman Withers motioned to approve the agenda with the addition, seconded by Alderwoman Morrow, and carried unanimously.

### **New Business:**

#### *Item 3A Huss Annexation Petition*

Annexation Petition, 2021-06, was submitted August 5, 2021 by Todd and Gail Huss, property owners of 3615 and 3623 Dallas High Shoals Highway, Dallas, NC 28034, further identified as Gaston County Parcels #170071 and #170059. These parcels are considered contiguous. The two parcels total approximately 2.21 acres and are currently located in Gaston County. The petitioner seeks annexation into the Town of Dallas as part of a Conditional Zoning District, CD R-5, for inclusion in a larger development, known as Summey Creek. Staff was directed to investigate the sufficiency of the annexation petition to determine if it meets the standards of NCGS §160A-31, at the September 12, 2021 Board of Aldermen Regular Meeting. The 2003 Future Land Use Map identifies three parcels as Neighborhood and Community Business, but abuts a large parcel currently Zoned R-5, Single Family Residential (Ex. 3A, 1-11).

The Board discussed the petition and decided to bring back for a future public hearing.

#### *Item 3B McCall Annexation Petition*

Annexation Petition, 2021-07, was submitted August 5, 2021 by Colleen McCall, property owner of 3565 Dallas High Shoals Highway, Dallas, NC 28034, further identified as Gaston County Parcel #170097. This parcel is considered contiguous. The parcel is approximately 3.82 acres and is currently located in Gaston County. The petitioner seeks annexation into the Town of Dallas as part of a Conditional Zoning District, CD R-5, for inclusion in a larger development, known as Summey Creek. Staff was directed to investigate the sufficiency of the annexation

petition to determine if it meets the standards of NCGS §160A-31 at the September 14, 2021 Board of Aldermen Regular Meeting. The 2003 Future Land Use Map identifies this parcel as Neighborhood and Community Business, but abuts a large parcel currently Zoned R-5, Single Family Residential (Ex. 3B, 1-8).

The Board discussed the petition and decided to bring back for a future public hearing.

*Item 3C Offer to Purchase Town-Owned Property*

Shawn Santee and Todd Akers submitted an offer on behalf of Charlotte Land Group LLC to purchase a portion of Town-owned land located at 3601 Dallas High Shoals Highway, further identified as Gaston County Parcel #170058. The land consists of 11,974 square feet, or 0.2749 acres. The submitted offer is for \$5,000. The offeror intends to include this property in the larger development known as Summey Creek. Subject property would need to be recombined and rezoned to accomplish this. Town staff have previously communicated the offeror's intent to purchase this property in work session meetings. Public Works and Engineering staff have stated this location will not affect the Town's ability to access and maintain the existing water tower. If the Board proposes to accept the offer, the offeror shall deposit five percent (5%) of the bid with the Town Clerk and follow guidance from NCGS §160A-269, as outlined below: A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers (Ex. 3C, 1-18).

The Board discussed to bring back for action.

*Item 3D Proposed Agreement for Courthouse and Courtsquare Use by Gaston County Museum*

In May of 2017, the Town of Dallas entered into an agreement with the Gaston County Museum of Art and History for event rentals of the Historic Dallas Courthouse. Under this agreement, Museum staff would facilitate event rentals by taking calls, collect rental fees, coordinate rentals, staff rental events, and provide marketing for the facility. In turn, the Town of Dallas would physically maintain and insure the facility. Fees collected for rentals of the Courthouse and/or grounds would be divided between the Town of Dallas and the Museum. The Museum would receive 60% of the rental fee and the Town of Dallas would receive 40% of the rental fee. Other parameters of the agreement allowed the Museum use of the Courthouse for educational, promotional, and public programs/events at no charge to the Museum. At the January 11, 2022 Board of Aldermen meeting, the Board of Aldermen voted to provide notice to the Gaston County Museum that as of April 1, 2022 the Town of Dallas would exit the existing agreement

and would assume full responsibility for event rentals and facilitation at the Courthouse. Attached is a proposed agreement submitted by the Gaston County Museum for continued use by the Museum for consideration (Ex. 3D, 1-3).

The Board decided to have the Admin Committee look at the contract and bring back for further discussion.

*Item 3E Review of Courthouse Rental Fees*

Attached is the current fee structure for rentals of the Dallas Historic Courthouse and Grounds. The purpose of this discussion is to review the current fee structure, which has been in place with no changes since May of 2017, and to determine an ongoing fee structure (Ex. 3E,1).

The Board discussed to have Staff compile comparable data for the rates.

*Item 3F Budget Discussion*

This discussion will center around priorities for consideration in the development of the Fiscal Year 2022/2023 Budget. Attached is a current FY2020/21 Fee Schedule for review prior to the meeting, to determine if there are any revisions needed for the upcoming fiscal year (Ex. 3F, 1-13).

The Town Manager gave a presentation of a proposal for the up-coming budget year. The Board will bring back for further discussion.

*Item 3G Town of Dallas Electronic Sign*

The Board discussed to advertise for the Sports Program for Gaston College on the Town of Dallas electronic sign. It will be brought back for further discussion.

Alderman Cearley made a motion to adjourn, seconded by Alderwoman Morrow, and carried unanimously (6:35).

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Rick Coleman, Mayor

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Sarah Hamrick, Town Clerk

TOWN OF DALLAS, NORTH CAROLINA

**PETITION FOR ANNEXATION**

PETITION NUMBER: 2021-06

Contiguous

Non-Contiguous

DATE: 8/5/2021

FEE: \$500.00

Current Property Use: Residential R-1 Requested Zoning: \_\_\_\_\_

Conditional R-5 Planned Property Use: Single Family Residential

**To the Board of Aldermen of the Town of Dallas:**

We, the undersigned owners of real property, respectfully request that the area described as

3615 and 3623 Dallas High Shoals, DALLAS, NC 28034, further identified as parcel

ID # 3548412915 & 3548421028, be annexed to the Town of Dallas.

**Print owner name(s) and information:**

Name Todd M. Huss Phone 704-860-0354

Address 325 Louise Drive, Stanley, NC 28164

Name Gail Huss Phone 704-860-0354

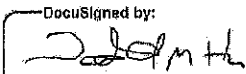
Address 325 Louise Drive, Stanley, NC 28164

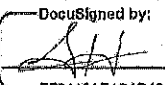
Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

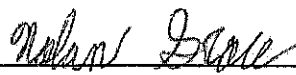
**Attachments included with Petition:**

1. Legal description (as noted in property deed)
2. Letter outlining reasons for annexation request
3. List of Abutting Property Owners
4. Survey or Plat suitable for recordation
5. \$500 Fee

Owner's Signature:  Date: 7/13/2021 | 12:51 PM PDT

Owner's Signature:  Date: 7/13/2021 | 9:43 AM PDT

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received By:  Date: 8/5/2021

July 12, 2021

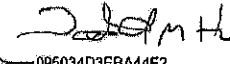
Town of Dallas  
Attn: Nolan Groce  
210 N. Holland Street  
Dallas, NC 28034

RE: Annexation Petition for Parcel 3548421028 and 3548412915


Good afternoon Nolan,

The adjacent property was recently annexed and rezoned into the Town of Dallas. We would like to include the subject property as part of the overall development and would need to annex and rezone to accomplish this.

Thank you in advance,

DocuSigned by:  
  
006034D3EBA44F2...  
Todd M. Huss

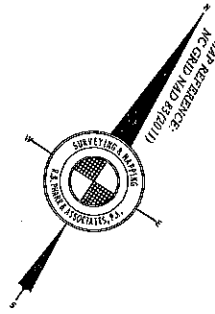
7/13/2021 | 12:51 PM PDT

DocuSigned by:  
  
EF6413AF4C1B421...  
Gail Huss

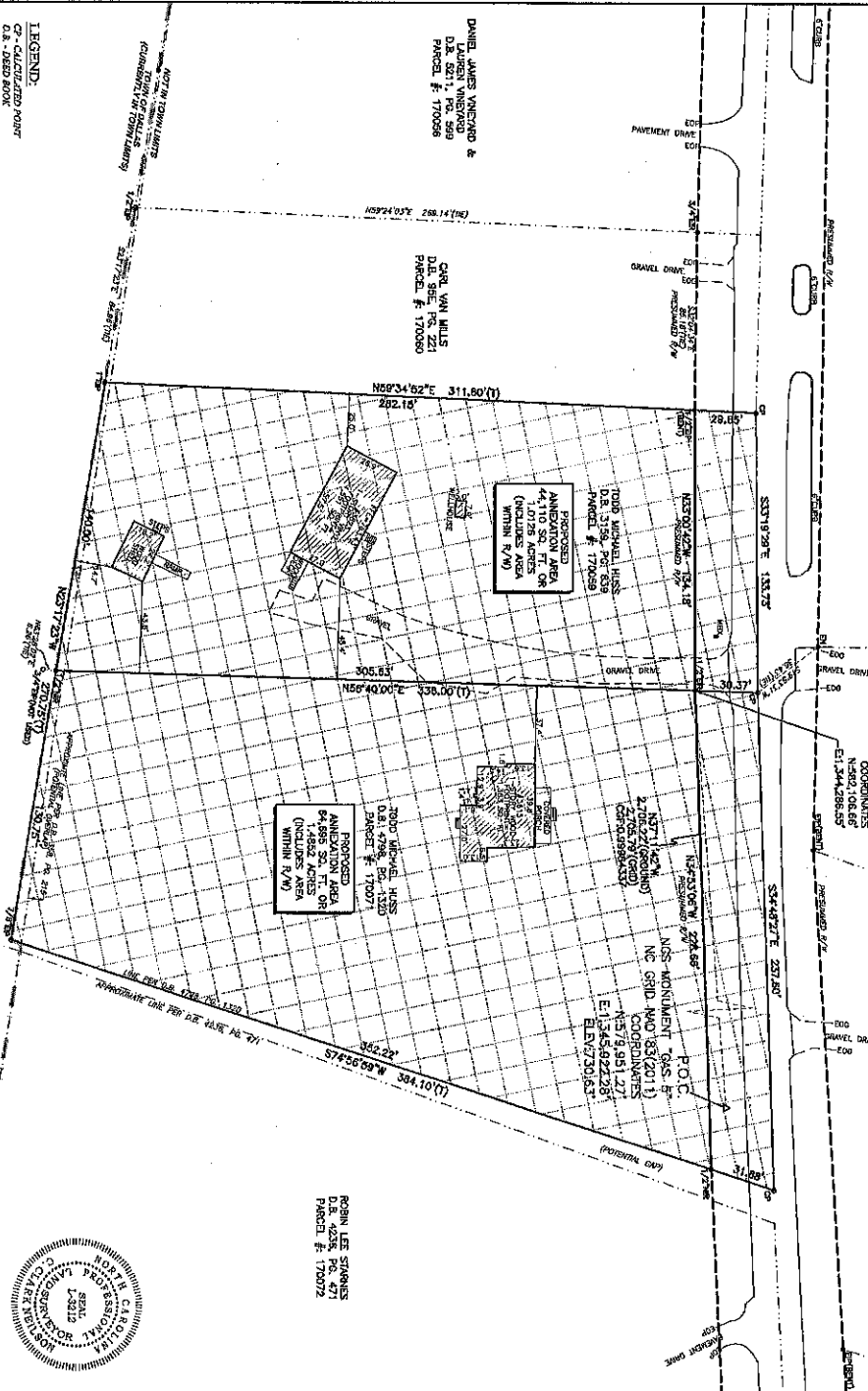
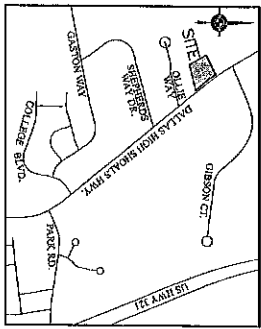
7/13/2021 | 9:43 AM PDT

OWNER: TODD MICHAEL HUSS  
9036 WAGON TRAIL  
LINCOLTON, NC  
28092-6205

**TODD M. HUSS PROPERTY**  
PROPOSED ANNEXATION  
OWNER: TODD MICHAEL HUSS  
3615 & 3623 DALLAS-HIGH SHOALS HIGHWAY  
MECKLENBURG COUNTY, NORTH CAROLINA  
DEED REFERENCE: 3159-839 & 4798-1320  
TAX PARCEL #: 170059 & 170071



**DALLAS-HIGH SHOALS HIGHWAY  
NC HIGHWAY #155**  
(NO R/W TAKING DEED FOUND OR PROVIDED)  
(P.B. 74, PG. 58)P.O.B.  
NO GRID NAD 83/78  
COORDINATES  
N=502,108.68  
E=344,588.59



**LEGEND:**  
G - CALCULATED POINT  
D.R. - DEED FROM  
D.B. - EXISTING FROM PBE  
D.B. - EXISTING FROM KOL  
B.V. - EXISTING B.V.  
M.C. - METERS  
N.C. - NORTH CAROLINA  
V.N. - NEW YORK ROAD  
P.N. - PARKER IDENTIFICATION NUMBER  
P.B. - PUBLIC BOUNDARY  
O - TOTAL LINE  
P.O.B. - POINT OF BEGINNING  
N.C. - NORTH CAROLINA  
D.B. - DEED FROM  
D.B. - EXISTING FROM PBE  
D.B. - EXISTING FROM KOL  
B.V. - EXISTING B.V.  
M.C. - METERS  
N.C. - NORTH CAROLINA  
V.N. - NEW YORK ROAD  
P.N. - PARKER IDENTIFICATION NUMBER  
P.B. - PUBLIC BOUNDARY  
O - TOTAL LINE  
P.O.B. - POINT OF BEGINNING

**ANNEXATION EFFECTIVE DATE:**  
FRANCIS S. HENRY &  
SMALLER T. QUINN  
D.B. 336, PG. 215  
(IN TOWN OF DALLAS)

**GPS CERTIFICATION:**  
I, C. CLARK VERRILL, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM MY OWN GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING:  
(1) CLASS OF SURVEY: 4th-CLASS  
(2) POSITIONAL ACCURACY: HORIZONTAL: 1/4-1/8 INCHES; VERTICAL: 1/8-1/4 INCHES  
(3) USE OF SERVICE: METERS  
(4) DATE OF SURVEY: JANUARY 16, 2021  
(5) METHOD OF SURVEY: REAL-TIME KINEMATIC (RTK) GPS  
(6) GRID MODEL: GEOID 1984  
(7) COORDINATE SYSTEM: NAD 83  
(8) CONTAINED GRID PROJECTIONS: UTM  
(9) UNIT: U.S. SURVEY FEET

**FLOOD CERTIFICATION:**  
THIS IS TO CERTIFY THAT THE PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAPS AND/OR FLOOD INSURANCE RATE MAP NUMBER: 3710354001, ZONE X

**PROFESSIONAL LAND SURVEYOR**  
STATE OF NORTH CAROLINA  
COUNTY OF GASTON  
C. CLARK VERRILL  
D.B. 2558, PG. 108  
(IN TOWN OF DALLAS)

**OWNER'S CERTIFICATION:**  
I, THE UNDERSIGNED, OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE JURISDICTION OF GASTON COUNTY AND THAT I HEREBY ADVERTISE THIS PLAN OF ANNEXATION WITH MY FREE CONSENT.  
OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

**ANNEXATION PLAT APPROVAL:**  
I, HEREBY CERTIFY THAT THE ANNEXATION PLAT SHOWN WAS APPROVED BY THE TOWN OF DALLAS AND THAT I HEREBY ADVERTISE THIS PLAN OF ANNEXATION WITH MY FREE CONSENT.  
TOWN OF DALLAS: \_\_\_\_\_ DATE: \_\_\_\_\_

**REVIEW OFFICER:**  
I, THE OFFICER OF GASTON COUNTY, CERTIFY THAT THE ANNEXATION PLAT SHOWN IS IN ACCORDANCE WITH THE REQUIREMENTS FOR ANNEXATION.  
REVIEW OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTES:**  
1. ALL CORNERS MARKED AS SHOWN.  
2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT, B.L. PHARR & ASSOCIATES, P.A. DOES NOT GUARANTEE THE ACCURACY OF THE SURVEY DATA AND DOES NOT WARRANT THE SURVEY DATA.  
3. BOUNDARY LINES INDICATED BY DOTTED LINES NOT SURVEYED.  
4. TOWN LIMIT LINE IS APPROXIMATE, BASED ON GASTON COUNTY NC GIS.  
5. THE OFFICER'S SIGNATURE IS FOR ATTESTATION PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE INFORMATION PROVIDED AND DOES NOT CERTIFY TO THE RIGHT OF WAY OR ANY ADJACENT PROPERTIES.  
6. PHYSICAL IMPROVEMENTS MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.  
7. THE PURPOSE OF THIS PLAT IS TO ANNEX THE TWO ADJACENT PARCELS INTO THE TOWN OF DALLAS AS SHOWN HEREON.  
8. ALL AREAS SHOWN HEREON WERE DETERMINED BY COORDINATE COMPUTATION.

**REVIEW OFFICER:**  
I, THE OFFICER OF GASTON COUNTY, CERTIFY THAT THE ANNEXATION PLAT SHOWN IS IN ACCORDANCE WITH THE REQUIREMENTS FOR ANNEXATION.  
REVIEW OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

**ANNEXATION PLAT APPROVAL:**  
I, HEREBY CERTIFY THAT THE ANNEXATION PLAT SHOWN WAS APPROVED BY THE TOWN OF DALLAS AND THAT I HEREBY ADVERTISE THIS PLAN OF ANNEXATION WITH MY FREE CONSENT.  
TOWN OF DALLAS: \_\_\_\_\_ DATE: \_\_\_\_\_

GRAPHIC SCALE  
1 inch = 40 ft.  
JOB NO. 93032  
DATE: MAY 21, 2021  
SCALE: 1" = 40'  
R.B. PHARR & ASSOCIATES, P.A.  
SURVEYING & MAPPING  
440 WASHINGTON AVE  
CHARLOTTE, NC 28204  
TEL: (704) 376-2188  
FAX: (704) 376-2188

BK 3159PG839

11/27/00 10:40AM 000000H2725  
\*\*X17 Cheryl

DEED	\$10.00
REVENUE FEES	\$50.00
**XTOTAL	\$60.00
CHECK	\$88.00
CHANGE	\$28.00

Excise Tax 150.00

Recording Time, Book and Page

Tax Lot No. .... Parcel Identifier No. ....  
 Verified by ..... County on the ..... day of .....  
 by .....

Mail after recording to 3019 Riverchase Drive, Apt. H, Mt. Holly, NC 28120  
Grantee 3622 Dallas High Shoals Rd, Dallas, N.C. 28034  
 This instrument was prepared by L. Keith Hance, Hance & Hance, P.A.  
 Brief description for the Index

### NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 21 day of November, 2000, by and between

GRANTOR

GRANTEE

DANNY A. HUSS, Divorced  
 PO Box 304  
 Dallas, NC 28034

TODD MICHAEL HUSS, Single  
 3019 Riverchase Drive, Apt. H  
 Mt. Holly, NC 28120

Enter in appropriate block for each party name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

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

BEGINNING at a (cut cross) in the center of U.S. Highway 321, John S. Huss corner and runs with Huss' Northerly line South 59-11 West 336 feet to a stake, Huss' corner in the old Jenkins-Summey line; thence with the old Jenkins-Summey line North 23-13 West 140 feet to a stake a new corner; thence a new line North 59-28 East 311.87 feet to a point in the center of U.S. Highway 321; thence with center of said Highway, South 32.26 East 134 feet to the point of Beginning.

Being the identical property conveyed to Danny A. Huss by Deed dated February 23, 1999 and recorded in Deed Book 2939 at Page 030 of the Gaston County Public Registry.

#17

RECORDING FEE 10.00  
 EXCISE TAX PAID 50.00

BK 3159 PG 840

EXHIBIT 3A-5

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 2939 at Page 30

A map showing the above described property is recorded in Plat Book page TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

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

Agreement for use of well recorded in Deed Book 2940 at Page 407 of the Gaston County Public Registry.

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

(Corporate Name) DANNY A. HUSS (SEAL) By: President ATTEST: Secretary (Corporate Seal)

NORTH CAROLINA, Gaston County, I, a Notary Public of the County and State aforesaid, certify that Danny A. Huss Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 21 day of November, 2000. My commission expires: 12/09/2002 Rebecca Lysek Notary Public

SEAL-STAMP NORTH CAROLINA, County. I, a Notary Public of the County and State aforesaid, certify that personally came before me this day and acknowledged that he is Secretary of a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, seated with its corporate seal and attested by as its Secretary. Witness my hand and official stamp or seal, this day of My commission expires: Notary Public

The foregoing Certificate(s) of Rebecca Lysek, NP

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR Gaston COUNTY BY Alicia B. Brown Deputy/Assistant - Register of Deeds





Doc ID: 016669600003 Type: CRP  
Recorded: 07/29/2015 at 03:52:09 PM  
Fee Amt: \$26.00 Page 1 of 3  
Revenue Tax: \$0.00  
Instr# 201500003818  
Gaston, NC  
Susan S. Lockridge Register of Deeds  
BK 4798 Pg 1320-1322

3 RECORDING FEE 26.00  
EXCISE TAX PAID 0

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 0.00

Parcel Identifier No. 170071 Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: Grantee

This instrument was prepared by: Hance & Hance, 317 South Street, Gastonia, NC 28052

Brief description for the Index: NO TITLE SEARCH REQUESTED OR PERFORMED

THIS DEED made this 9th day of July, 2015 by and between

GRANTOR  
Lisa Dawn Huss, unmarried  
231 Bud Black Rd.  
Crouse, NC 28033

GRANTEE  
Todd Michael Huss  
3812 Edgewater Dr.  
Gastonia, NC 28052

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

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

See Exhibit "A" attached hereto and incorporated herein by reference.

The property hereinabove described was acquired by Grantor by instrument recorded in Book \_\_\_\_\_ page \_\_\_\_\_.

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

A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_.

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010  
Printed by Agreement with the NC Bar Association

UNOFFICIAL

## Exhibit "A"

BEGINNING at an iron stake, Grady Houser's Northwesterly corner in Grover Summey's line, designated as the old Jenkins and Summey line on the map hereinafter referred to, said stake being North 23-13 East 277.7 feet from a stone, old Jenkins and Summey corner, and running thence from said stake with Grady Houser's Northerly line, North 75-32 East 384.1 feet to a cross cut in the center of the pavement of the Dallas-Lincolnton Highway, U.S. Highway No. 321; thence with the center of said Highway North 34-40 West 237.6 feet to a cross cut in the center of the pavement; thence South 59-11 West 336 feet to a stake in the old Jenkins and Summey line; thence with the old Jenkins and Summey line South 23-13 East 129 feet to the BEGINNING.

The above description is according to a map and survey of property now or formerly belonging to Troy J. Burgin and wife in Gaston County, NC by J.C. Burrell, Registered Surveyor, dated July 26, 1948. The above being a description of that portion shown on said map as "Sold to John S. Huss".

Being the identical property conveyed to Johnny Lee Huss by deed recorded in Book 4363 at Page 1292 in the Gaston County Public Registry. Johnny Lee Huss died intestate, see estate file 11-E-988 in the Office of the Gaston County Clerk of Court. Grantor and Grantee are the only heirs of Johnny Lee Huss.

UNOFFICIAL

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions: Easements, Restrictions and Right of Way of Record. Ad Valorem Taxes for Current Year.

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

By: \_\_\_\_\_ (Entity Name) Lisa Dawn Huss (SEAL)  
Print/Type Name: Lisa Dawn Huss  
Print/Type Name & Title: \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ (SEAL)  
Print/Type Name & Title: \_\_\_\_\_ (SEAL)

State of North Carolina - County or City of Gaston  
I, the undersigned Notary Public of the County or City of Gaston and State aforesaid, certify that Lisa Dawn Huss personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 28th day of July, 2015.

My Commission Expires: 3/12/18  
(Affix Seal) Julie Moser Hance Notary Public  
Julie Moser Hance Notary's Printed or Typed Name  
Gaston County, North Carolina  
My commission expires 3-12-2018

State of \_\_\_\_\_ - County or City of \_\_\_\_\_  
I, the undersigned Notary Public of the County or City of \_\_\_\_\_ and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is the \_\_\_\_\_ of \_\_\_\_\_, a North Carolina or \_\_\_\_\_ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_ Notary Public  
(Affix Seal) \_\_\_\_\_ Notary's Printed or Typed Name

State of \_\_\_\_\_ County or City of \_\_\_\_\_  
I, the undersigned Notary Public of the County or City of \_\_\_\_\_ and State aforesaid, certify that \_\_\_\_\_  
Witness my hand and Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_ Notary Public  
(Affix Seal) \_\_\_\_\_ Notary's Printed or Typed Name

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010  
Printed by Agreement with the NC Bar Association

## Abutting Properties

Parcel #170059, 170071  
Michael Huss  
9036 Wagon Trail  
Lincolnton, NC 28092

Parcel #170072  
Robin Starnes  
1110 Baxter Rd  
Cherryville, NC 28021

Parcel #170058  
Town of Dallas  
210 N Holland Street  
Dallas, NC 28034

Parcel #170057  
Frances Kirby & Samuel Summey  
212 Whiteoaks Circle  
Bluffton, SC 29910

Parcel #170060  
Carl Mills  
3627 Dallas High Shoals HWY  
Dallas, NC 28034

Parcel #305050  
David & Dana Bolding  
PO BOX 1673  
Gastonia, NC 28053

Parcel #170074  
Robert & Jo Ann Propst  
PO BOX 1143  
Dallas, NC 28034

Parcel #170070  
Rebecca Lane  
3618 Dallas High Shoals HWY  
Dallas, NC 28034

Parcel # 170073  
Terry & Cathy Allen  
1540 S New Hope Rd.  
Gastonia, NC 28054

CERTIFICATE OF SUFFICIENCY

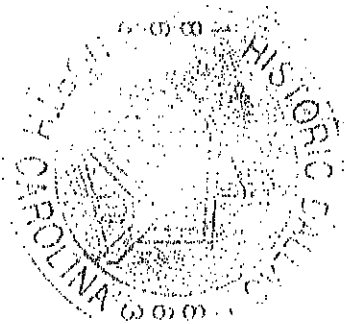
To the Board of Aldermen of the Town of Dallas, North Carolina:

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Dallas, this 16<sup>th</sup> Day of March 2022.

SEAL

Sarah Hamrick  
Town Clerk



Re: Huss Annexation- PID 170059, 170071

TOWN OF DALLAS, NORTH CAROLINA

PETITION FOR ANNEXATION

PETITION NUMBER: 2021-07

Contiguous

Non-Contiguous

DATE: 8/5/2021

FEE: \$500.00

Current Property Use: Residential R-1 Requested Zoning: \_\_\_\_\_

Conditional R-5 Planned Property Use: Single Family Residential

**To the Board of Aldermen of the Town of Dallas:**

We, the undersigned owners of real property, respectfully request that the area described as 3565 Dallas High Shoals, DALLAS, NC 28034, further identified as parcel ID # 3548413268, be annexed to the Town of Dallas.

**Print owner name(s) and information:**

Name Colleen T. McCall Phone 704-400-9883

Address P.O. Box 977 Dallas, NC 28034

Name Thomas McCall Phone 704-400-9883

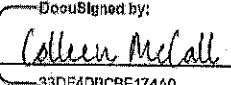
Address P.O. Box 977 Dallas, NC 28034

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_


**Attachments included with Petition:**

1. Legal description (as noted in property deed)
2. Letter outlining reasons for annexation request
3. List of Abutting Property Owners
4. Survey or Plat suitable for recordation
5. \$500 Fee

Owner's Signature:  Date: 7/13/2021 | 11:30 AM PDT

Owner's Signature:  Date: 7/14/2021 | 5:33 AM CDT

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received By:  Date: 8/5/2021

July 12, 2021

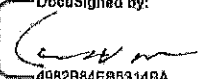
Town of Dallas  
Attn: Nolan Groce  
210 N. Holland Street  
Dallas, NC 28034

RE: Annexation Petition for Parcel 3548210130

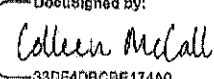
Good afternoon Nolan,

The adjacent property was recently annexed and rezoned into the Town of Dallas. We would like to include the subject property as part of the overall development and would need to annex and rezone to accomplish this.

Thank you in advance,

DocuSigned by:  
  
4982B84EB5314BA...  
Thomas McCall

7/14/2021 | 5:33 AM CDT

DocuSigned by:  
  
38DF4DBCBF174A0...  
Colleen McCall

7/13/2021 | 11:30 AM PDT

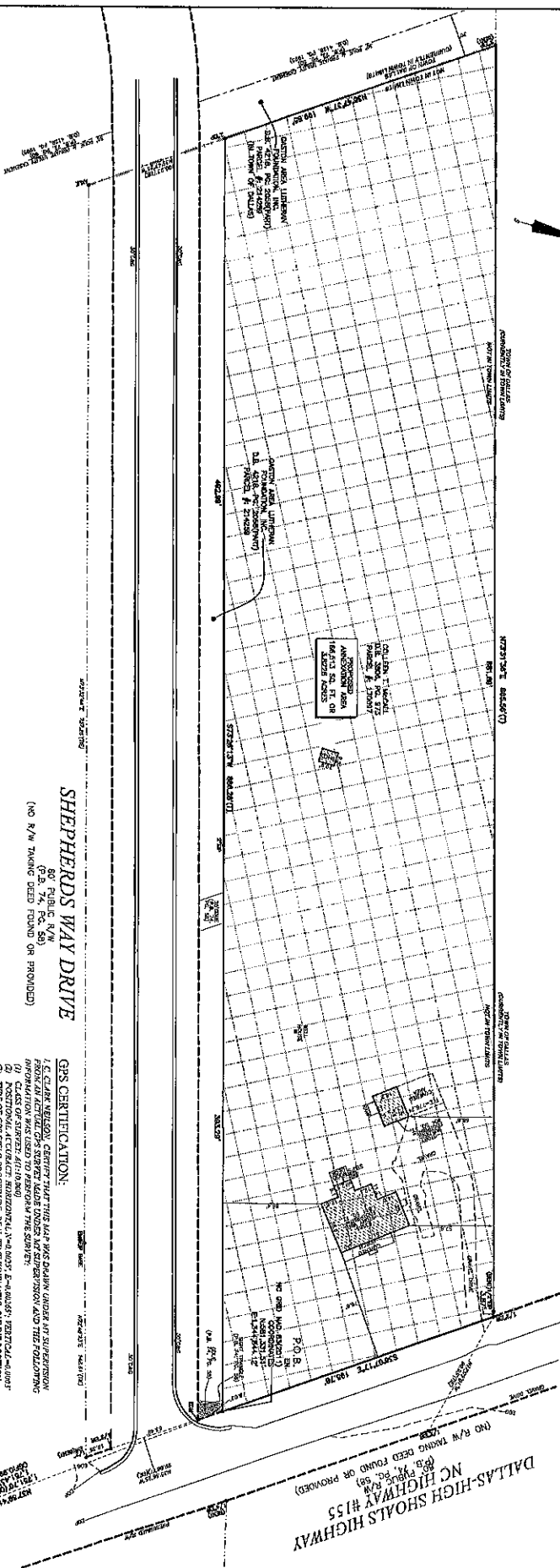


OWNER: COLLEEN T. MCCALL  
P O BOX 977  
DALLAS, NC 28034-0000

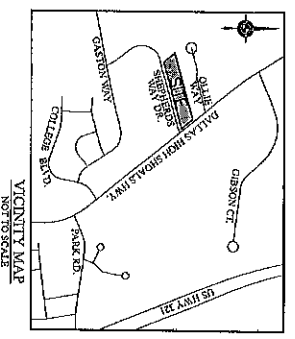
# COLLEEN T. MCCALL PROPERTY PROPOSED ANNEXATION

OWNER: COLLEEN T. MCCALL  
3565 DALLAS-HIGH SHOALS HIGHWAY  
MCKENZIEBURG COUNTY, NORTH CAROLINA  
DEED REFERENCE: 3808-973  
TAX PARCEL #: 170097

PLANNED TO BE A  
R-1 ZONE, NC ZONING  
AND PLANNING CODE  
SECTION 20.0205  
(MAY BE CHANGED)



- NOTES:**
1. ALL CORNERS MONUMENTED AS SHOWN.
  2. THIS SURVEY WAS PERFORMED FOR THE BENEFIT OF THE COMMUNITY AND THE INTERESTS OF THE STATE OF NORTH CAROLINA. THE RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREOF.
  3. BARRIED LINES INDICATE MONUMENT LINES NOT SURVEYED.
  4. TOWN LINES ARE APPROXIMATE, BASED ON GASTON COUNTY NC DEEDS.
  5. THE OFF-SET RIGHT-OF-WAY SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSEEN CERTAINLY ONLY TO THE RIGHT-OF-WAY SURVEYED AND DOES NOT CERTIFY TO THE RIGHT OF ANY ADJACENT PROPERTIES.
  6. A PHYSICAL LIBRARY EVIDENCE MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
  7. THE PURPOSE OF THIS PLAN IS TO ANNEX THE TWO PARCELS SHOWN INTO THE TOWN OF DALLAS AS SHOWN HEREON.
  8. ALL AREA SHOWN HEREON WERE DETERMINED BY CONDUCTIVE CONVICTION.



## SHEPHERDS WAY DRIVE

(NO R/W TAKING DEED FOUND OR PROVIDED)

**REVIEW OFFICER:**  
STATE OF NORTH CAROLINA  
COUNTY OF GASTON  
REVIEW OFFICES OF GASTON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

**REVIEW OFFICE:** DATE:

**ANNEXATION PLAT APPROVAL:**  
I HEREBY CERTIFY THAT THIS ANNEXATION WAS APPROVED BY THE TOWN OF DALLAS BOARD OF ALDERMEN ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_

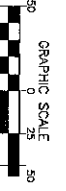
**ANNEXATION EFFECTIVE DATE:** DATE:

**SUBDIVISION ADMINISTRATION:**

**OWNERS CERTIFICATION:**

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE TOWN OF DALLAS, GASTON COUNTY, NORTH CAROLINA. I HEREBY AGREE TO THIS PLAN OF ANNEXATION WITH MY FREE CONSENT.

**OWNER:** DATE:



### GPS CERTIFICATION:

I, G. CLARK HERSON, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ORIGINAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING:  
(1) CLASS OF SURVEY: 4TH ORDER  
(2) POSITIONAL ACCURACY: HORIZONTAL, N+4, VERT, E+W, BLVD, VERTICAL, WITHIN 5 CM  
(3) USER SERVICE PROVIDER: ROCKWELL CONSULTING CONSULTING POSITIONING  
(4) DATES OF SURVEY: MARCH 14, 2021  
(5) SURVEYOR: G. CLARK HERSON, LICENSE NO. 2206, NC 2206  
(6) PHYSICAL LIBRARY EVIDENCE: NONE FOUND  
(7) GROUND MODEL: GEODISCOVERING  
(8) CONDUIT: GROUND SURVEYING  
(9) OTHER: AS SHOWN THEREON

### SURVEYOR'S CERTIFICATE:

STATE OF NORTH CAROLINA  
COUNTY OF GASTON  
I, THE UNDERSIGNED SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ORIGINAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING:  
(1) CLASS OF SURVEY: 4TH ORDER  
(2) POSITIONAL ACCURACY: HORIZONTAL, N+4, VERT, E+W, BLVD, VERTICAL, WITHIN 5 CM  
(3) USER SERVICE PROVIDER: ROCKWELL CONSULTING CONSULTING POSITIONING  
(4) DATES OF SURVEY: MARCH 14, 2021  
(5) SURVEYOR: G. CLARK HERSON, LICENSE NO. 2206, NC 2206  
(6) PHYSICAL LIBRARY EVIDENCE: NONE FOUND  
(7) GROUND MODEL: GEODISCOVERING  
(8) CONDUIT: GROUND SURVEYING  
(9) OTHER: AS SHOWN THEREON

### FLOOD CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS NOT LOCATED IN A FLOOD HAZARD ZONE AS SHOWN ON THE FLOOD HAZARD ZONE MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL EMERGENCY ADMINISTRATION DATED SEPTEMBER 28, 2020  
MAP NUMBER: 3710588001, ZONE: X

**PROFESSIONAL LAND SURVEYOR**  
DATE: \_\_\_\_\_

**R.B. PHARR & ASSOCIATES, P.A.**  
SURVEYING & MAPPING  
420 HUNTHOME LANE  
CHARLOTTE, NC 28204 TEL: (774) 376-2188  
FAX: (774) 376-2188

PROJECT: \_\_\_\_\_ DRAWN: \_\_\_\_\_

DATE: MAY 21, 2021 JOB NO. 63032

BOOK 3806  
PAGES 973 - 975

Gaston County, NC  
Recorded 08/26/2003 10:14:56am  
No 9999-0010257 1 of 3 pages  
Alice B. Brown, Register of Deeds

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: 0.00

Parcel Identifier No. \_\_\_\_\_ Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_

Mail/Box to: Grantee

This instrument was prepared by: Thomas J. Wilson, PA

Brief description for the Index: \_\_\_\_\_

THIS DEED made this 21st day of August, 2003, by and between

GRANTOR

THOMAS K. MCCALL

GRANTEE

COLLEEN T. MCCALL

3565 Dallas High Shoals Rd.  
Dallas, NC 28034

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

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

SEE ATTACHED A.

\*\*This is a corrective deed taking Thomas K. McCall's name off of the deed dated January 12, 2001 and recorded in Book 3177, Page 611, Gaston County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 3177 page 611.

A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_.

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002  
Printed by Agreement with the NC Bar Association - 1981

+ James Williams & Co., Inc.  
www.JamesWilliams.com

RECORDING FEE 20  
EXCISE TAX PAID 0

UNOFFICIAL

9999-0010257

**EXHIBIT A**

BEGINNING at an existing iron pin set on the western margin of the right of way of the High Shoals-Dallas Road (N.C. Highway 155), said iron marking the northeasternmost corner of the property of Yallam; running thence along a common boundary line with the lands of Yallam, Book 2910, Page 884, South 73 deg. 11 min. 2 sec. West 886.09 feet to an existing iron marking the rear corner of Lot No. 29 and Lot No. 30; running thence along a common boundary with the lands of Finger, Book 1050, page 750, North 35 deg. 59 min. 4 sec. West 200.13 feet to an existing iron pin, a control corner; and running thence along a common boundary with the lands of Summey, 96-E-149, North 73 deg. 17 min. 51 sec. East 885.32 feet to an existing iron pin set on the western margin of the right of way of the High Shoals-Dallas Road; running thence along the western margin of said road right of way South 36 deg. 21 min. 38 sec. East 198.37 feet to the point and place of Beginning, containing 3.82 acres, more or less, according to a plat of survey by Robert T. Kelso, dated August 9, 1999.

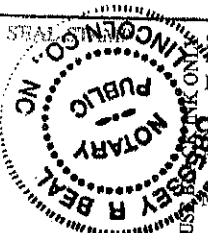
Being a portion of Lot 28 and a portion of Lot 29 of the D. D. and L. d. Summey land shown on plat dated July 25, 1940 and recorded in Plat Book 5, page 92, Gaston County Registry.

UNOFFICIAL

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple. And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

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

\_\_\_\_\_  
Thomas K. McCall (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
USE BLACK INK ONLY



State of North Carolina - County of Lincoln  
I, the undersigned Notary Public of the County and State aforesaid, certify that Thomas K. McCall personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 21st day of August, 2003  
My Commission Expires: 6-9-07  
Cressley R. Deal  
Notary Public

SEAL-STAMP State of North Carolina - County of \_\_\_\_\_  
I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is the \_\_\_\_\_ of \_\_\_\_\_ a North Carolina or \_\_\_\_\_ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of each entity, he signed the forgoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

SEAL-STAMP State of North Carolina - County of \_\_\_\_\_  
I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

The foregoing Certificate(s) of Cressley R. Deal, Notary Public, Lincoln Co., NC is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.  
By: Albee Brown Register of Deeds for Crocker County  
Deanna Johnson Deputy/Assistant - Register of Deeds

Abutting Properties

Parcel #170097  
Colleen McCall  
PO BOX 977  
Dallas, NC 28034

Parcel #214259  
Gaston Area Lutheran FND INC  
916 S Marietta St  
Gastonia, NC 28054

Parcel #170057  
Frances Kirby & Samuel Summey  
212 Whiteoaks Circle  
Bluffton, NC 29910

Parcel #170090  
Jerry Brooks  
PO BOX 980  
Dallas, NC 28034

Parcel #170092  
James Huffman  
9021 Meredith Leigh Ln  
Cherryville, NC 28021

CERTIFICATE OF SUFFICIENCY

To the Board of Aldermen of the Town of Dallas, North Carolina:

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

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Dallas, this 16<sup>th</sup> Day of March 2022.

SEAL



Sarah Hamrick  
Town Clerk

Re: McCall Annexation- PID 170097

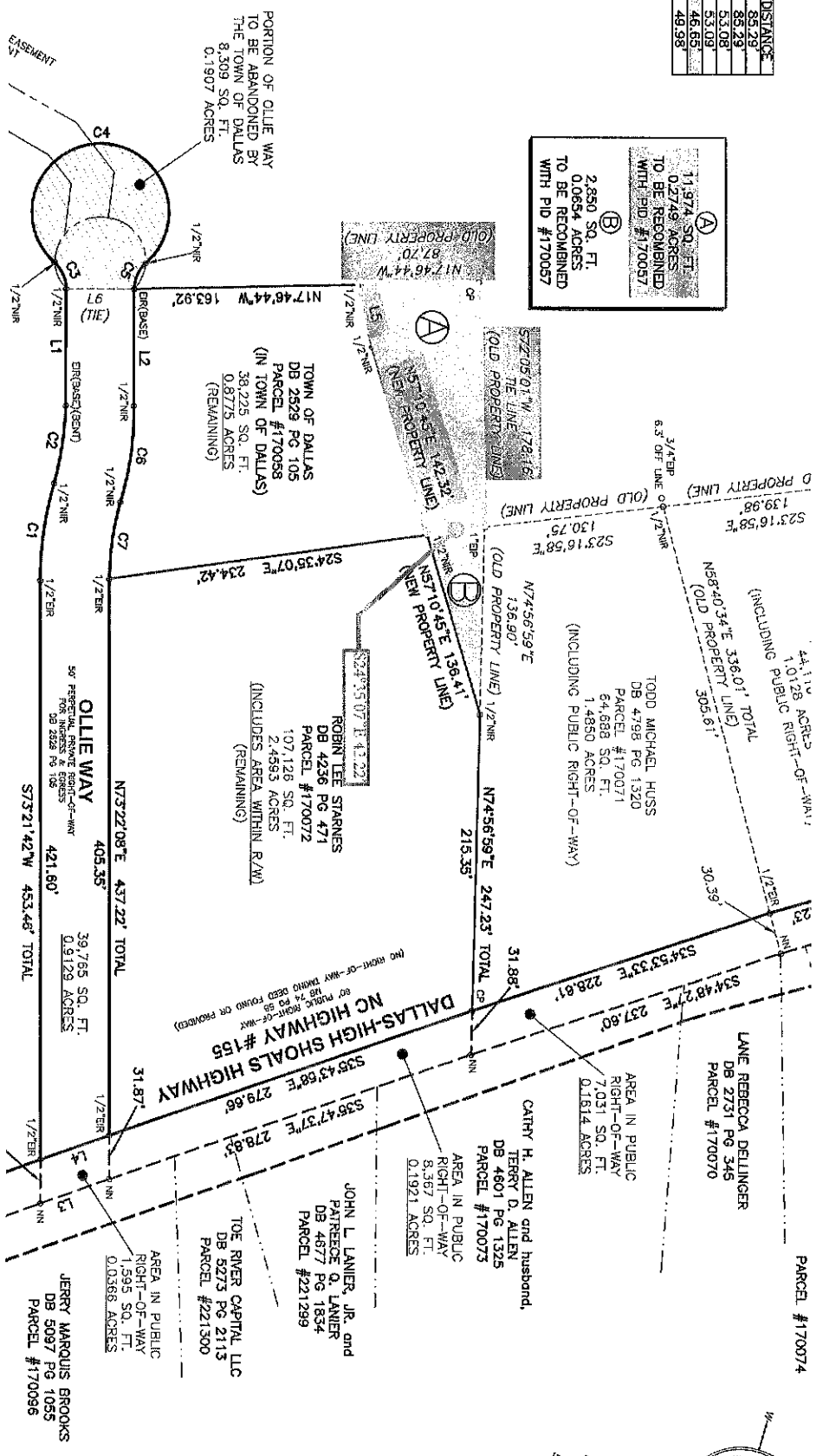
n Envelope ID: 718F547D-1986-435F-A008-59D028987593

LINE TABLE:

LINE	BEARING	DISTANCE
1	S73°21'42"W	85.20'
2	N72°57'31"E	85.20'
3	S72°03'48"E	53.08'
4	S56°04'29"E	53.08'
5	N80°45'44"E	46.85'
6	S16°27'14"E	49.98'

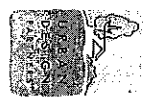
(A) 1,974 SQ. FT. 0.2749 ACRES TO BE RECOMBINED WITH PID #170057

(B) 2,850 SQ. FT. 0.0654 ACRES TO BE RECOMBINED WITH PID #170057



SUMMEY CREEK | ADDITIONAL PARCEL AREA EXHIBIT

FEBRUARY 2022



OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": Town of Dallas

(b) "Buyer": Charlotte Land Group, LLC

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

NOTE: If the Property will include a manufactured (mobile) home(s), Buyer and Seller should consider including the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.

Street Address: 501-599 Ollie Way
City: Dallas Zip: 28034
County: Gaston, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit, Block/Section, Subdivision/Condominium
The PIN/PID or other identification number of the Property is: 170058
Other description: Property to purchase is a portion of 170058 see Exhibit A - Summey Creek
Some or all of the Property may be described in Deed Book 2529 at Page 105

(d) "Purchase Price":
\$ 5,000.00
\$ 0.00
\$ 500.00
\$
\$
\$
\$
\$ 4,500.00

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEB made payable and delivered to Seller by the Effective Date by cash personal check official bank check wire transfer
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer, EITHER by the Effective Date OR within five (5) days of the Effective Date of this Contract.
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on TIME BEING OF THE ESSENCE by cash official bank check wire transfer electronic transfer
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

If the parties agree that Buyer will pay any fee or deposit described above by electronic transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

This form jointly approved by:
North Carolina Bar Association
North Carolina Association of REALTORS®, Inc.
Buyer's initials SS Seller's initials





Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may be entitled to recover reasonable attorney fees and court costs. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(e) "Earnest Money Deposit": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 23 for remedies in the event of breach of this Contract.

(f) "Escrow Agent" (insert name): Sellers attorney

Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**NOTE:** In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "Due Diligence": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "Due Diligence Fee": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 23(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) "Due Diligence Period": The period beginning on the Effective Date and extending through 5:00 p.m. on 30 days after Contract Date *TIME BEING OF THE ESSENCE.*

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on 10 days after DD Period (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

Buyer's initials SS Seller's initials \_\_\_\_\_

**NOTE:** See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) **“Closing”:** The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney’s receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

**WARNING:** The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) **“Special Assessments”:** A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property.

**NOTE:** Buyer’s and Seller’s respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(k).

**2. FIXTURES AND EXCLUSIONS:**

**WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.**

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer’s initials SS Seller’s initials \_\_\_\_\_

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Fuel tank(s) whether attached or buried, and including any contents that have not been used, removed or resold to the fuel provider as of Settlement. **NOTE:** Seller's use, removal or resale of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer. **NOTE:** State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pool (excluding inflatable); spa; hot tub
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain and drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

**NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.**

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as fuel tanks, antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

\_\_\_\_\_  
\_\_\_\_\_

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*):

\_\_\_\_\_  
\_\_\_\_\_

Seller shall repair any damage caused by removal of any items excluded above.

Buyer's initials DS  
SS Seller's initials \_\_\_\_\_

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH.** Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

**WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD.** If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

**NOTE:** Buyer's obligation to purchase the Property is not contingent on obtaining a Loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the appraisal to be completed and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- (ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
- (iv) **Appraisals:** An appraisal of the Property.
- (v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan
- (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

Buyer's initials SS Seller's initials \_\_\_\_\_

- (x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.
- (xi) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

**NOTE:** Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands that unless the parties agree otherwise, **THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.** Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 19.

**NOTE:** See Paragraph 8(c), Access to Property and Paragraph 8(m), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE.** If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

**5. BUYER REPRESENTATIONS:**

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is  is not  attached.

**NOTE:** If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

**OR:**

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property:  FHA  VA (attach FHA/VA Financing Addendum)  Conventional  USDA  Other type: \_\_\_\_\_

in the principal amount of \_\_\_\_\_ plus any financed VA Funding Fee or FHA MIP.

Buyer's initials SS Seller's initials \_\_\_\_\_

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: \_\_\_\_\_

**NOTE:** Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer  DOES  DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: \_\_\_\_\_

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- is listed with and actively marketed by a licensed real estate broker.
- will be listed with and actively marketed by a licensed real estate broker.
- Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

**NOTE:** This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Buyer's initials SS Seller's initials \_\_\_\_\_

Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

**NOTE:** The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred

**6. BUYER OBLIGATIONS:**

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender;
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal;
- (v) title search;
- (vi) title insurance;
- (vii) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (viii) recording the deed; and
- (ix) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**7. SELLER REPRESENTATIONS:**

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Lead-Based Paint** (*check if applicable*):

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

Buyer's initials DS \_\_\_\_\_ Seller's initials \_\_\_\_\_

(specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

(specify name of association): \_\_\_\_\_ whose regular assessments ("dues") are \$ \_\_\_\_\_ per \_\_\_\_\_. The name, address and telephone number of the president of the owners' association or the association manager is: \_\_\_\_\_

Owners' association website address, if any: \_\_\_\_\_

**8. SELLER OBLIGATIONS:**

**(a) Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

**(b) Authorization to Disclose Information:** Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to

Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

**(c) Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

**NOTE:** See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

**(d) Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

**(e) Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

**(f) Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

**(g) Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens,

Buyer's initials SS Seller's initials \_\_\_\_\_



and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

**NOTE:** Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

**NOTE:** If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Charlotte Land Group, LLC or assigns

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$0.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

**NOTE:** Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(i). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(j) **Owners' Association Fees/Charges:** Seller shall pay: (i) any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; (ii) any fees imposed by an owners' association and/or a management company as agent of the owners' association in connection with the transaction contemplated by this Contract other than those fees required to be paid by Buyer under paragraph 6(b) above; and (iii) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

9. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) **Rents:** Rents, if any, for the Property;

(d) **Dues:** Owners' association regular assessments (dues) and other like charges.

10. **HOME WARRANTY:** Select one of the following:

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ \_\_\_\_\_ which includes sales tax and Seller agrees to pay for it at Settlement.

Buyer's initials SS Seller's initials \_\_\_\_\_

Seller has obtained and will provide a one-year home warranty from \_\_\_\_\_ at a cost of \$ \_\_\_\_\_ which includes sales tax and will pay for it at Settlement.

**NOTE:** Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

**11. RISK OF LOSS/CONDITION OF PROPERTY AT CLOSING:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted. If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

**12. DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

**13. POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s)

**NOTE:** Consider attaching Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T)

**14. ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- |  |  |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T)                      | <input type="checkbox"/> New Construction Addendum (Form 2A3-T)                |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T)                         | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T)                            | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T)                |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T)                            | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T)                     |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T)                |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T)                             |  |

Identify other attorney or party drafted addenda: Exhibit A

**NOTE:** UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

**15. ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

**16. TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Buyer's initials SS Seller's initials \_\_\_\_\_

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, if Buyer elects to terminate this Contract as a result of such breach, Buyer shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"). This provision shall not affect any other remedies available to Buyer.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

**NOTE:** A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

Buyer's initials                      <sup>DS</sup>SS Seller's initials

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Seller: \_\_\_\_\_

Entity Buyer: Charlotte Land Group, LLC  
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller: Town of Dallas  
(Name of LLC/Corporation/Partnership/Trust/etc.)

By Shawn Santee  
11993DD741734E...

By: \_\_\_\_\_

Name: Shawn Santee  
Print Name

Name: \_\_\_\_\_  
Print Name

Title: Member

Title: \_\_\_\_\_

Date: 3/7/2022 | 1:07 PM PST

Date: \_\_\_\_\_

**WIRE FRAUD WARNING**

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

Buyer's initials SS Seller's initials \_\_\_\_\_

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 1135 Carmel Commons Blvd

Ste 101 Charlotte NC 28226

Buyer Fax#: \_\_\_\_\_

Buyer E-mail: shawn@santeeandgroup.com

SELLER NOTICE ADDRESS:

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Seller Fax#: \_\_\_\_\_

Seller E-mail: \_\_\_\_\_

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: \_\_\_\_\_

Acting as  Buyer's Agent  Seller's (sub)Agent  Dual Agent

Firm License #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Listing Firm Name: \_\_\_\_\_

Acting as  Seller's Agent  Dual Agent

Firm License #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Individual Selling Agent: \_\_\_\_\_

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: \_\_\_\_\_

Selling Agent Phone #: \_\_\_\_\_

Selling Agent Fax #: \_\_\_\_\_

Selling Agent E-mail: \_\_\_\_\_

Individual Listing Agent: \_\_\_\_\_

Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: \_\_\_\_\_

Listing Agent Phone #: \_\_\_\_\_

Listing Agent Fax #: \_\_\_\_\_

Listing Agent E-mail: \_\_\_\_\_

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials SS Seller's initials \_\_\_\_\_

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Town of Dallas ("Seller")

Buyer: Charlotte Land Group, LLC ("Buyer")

Property Address: 501-599 Ollie way Dallas 28034 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ 0.00, receipt of which Listing Agent hereby acknowledges.

Date \_\_\_\_\_ Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ 0.00, receipt of which Seller hereby acknowledges.

Date \_\_\_\_\_ Seller: \_\_\_\_\_

(Signature)

Date \_\_\_\_\_ Seller: \_\_\_\_\_

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 500.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date \_\_\_\_\_ Firm: Sellers attorney

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

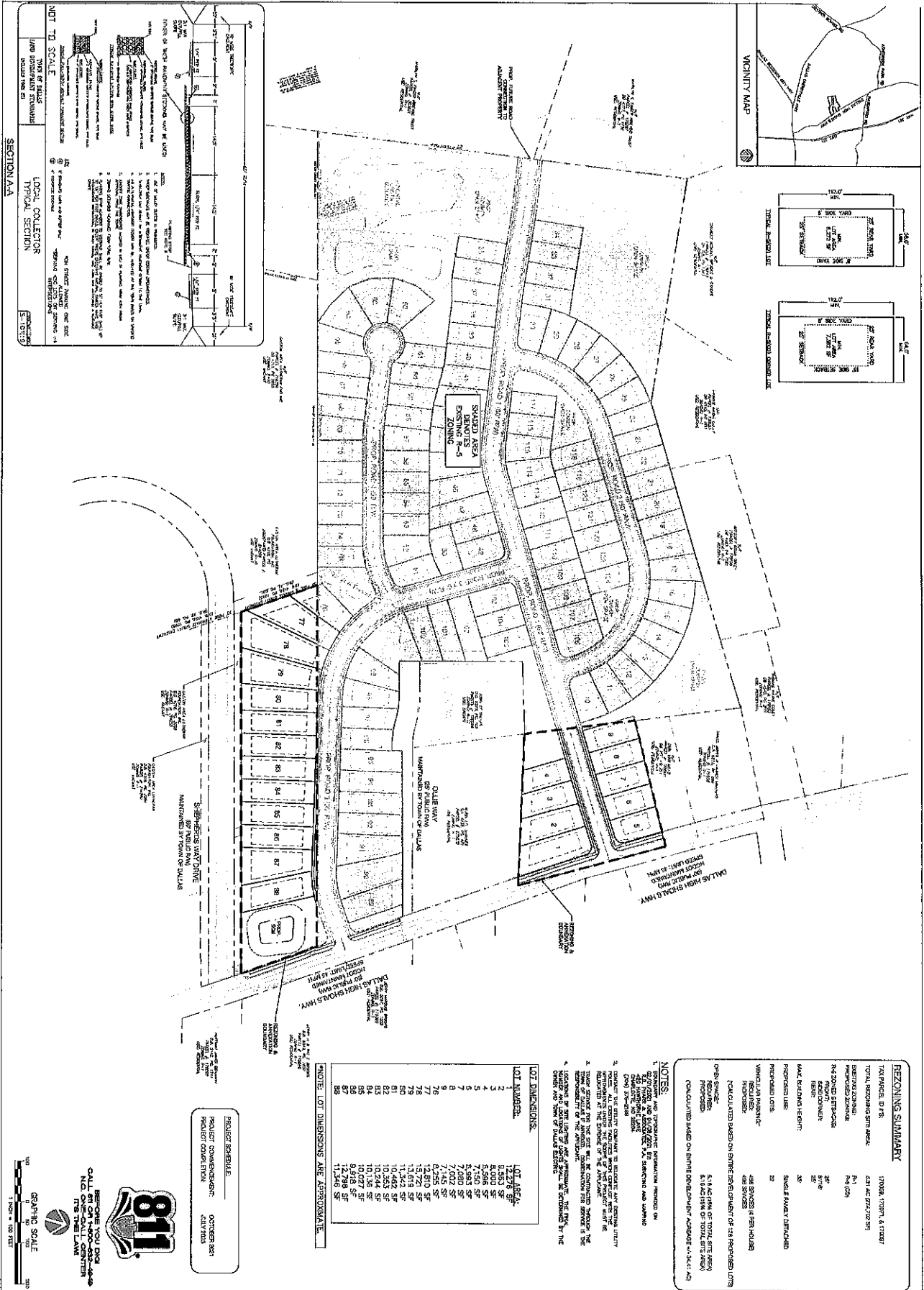
Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ \_\_\_\_\_. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: \_\_\_\_\_ Firm: Sellers attorney

Time: \_\_\_\_\_  AM  PM

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)



**Summey Creek**  
 Rezoning Site Plan  
 Dallas High Shoals Highway, Town of Dallas, Gaston County, NC

**Santee Land Group, Inc.**  
 Shawn Santee  
 11530 Cannel Commons Blvd  
 Suite 101  
 Charlotte, NC 28226

**URBAN DESIGN PARTNERS**

**811**  
 BECAUSE YOU DIDN'T CALL  
 N.C. ONE-CALL CENTER  
 IT'S THE LAW

**RZ-1.0**





**Agreement**

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_ 2022, by and between **GASTON COUNTY MUSEUM OF ART AND HISTORY, INC.** ("Museum"), a North Carolina not-for-profit corporation having a mailing address of 131 W. Main Street, Dallas, NC 28034 and owning the Gaston County Museum of Art and History, located at 131 W. Main Street, Dallas, North Carolina, the **TOWN OF DALLAS** ("Town"), a North Carolina municipality having a mailing address of 210 N. Holland Street, Dallas, NC 28034, and **GASTON COUNTY** ("County"), a political subdivision of North Carolina, having a mailing address of PO BOX 1578, Gastonia, NC 28053.

WHEREAS, the Town of Dallas owns a building having a street address of 131 N. Gaston Street within the Town of Dallas that served as the old courthouse for Gaston County; and

WHEREAS, said building will be used for various events and meetings; and

WHEREAS, the Town plans to manage the various events and meetings described above; and

WHEREAS, the Museum intends to provide tours of the facility and educational initiatives to the general public; and

WHEREAS, while the Museum is a separate entity from Gaston County, Museum personnel are considered County employees, and the County pays for the museum's insurance expenses.

NOW, THEREFORE, the parties agree to the following terms:

1. This Agreement shall go into effect upon execution and shall remain in place until any party agrees to terminate the agreement, provide at least sixty (60) day notice is provided to the other parties.
2. The Town agrees to provide the following services:
  - a. Take all calls related to tours, events, and facility rentals;
  - b. Maintain a calendar of events for the Courthouse;
  - c. Collects fees and payments for rentals;
  - d. Maintain utilities;
  - e. Maintain courthouse buildings and grounds;
  - f. Clean the facility on a regularly scheduled basis;
  - g. Remove trash after events and rentals, and will provide a dumpster or similar depository for trash;
  - h. Maintain insurance coverage (property and general liability); and provide a certificate of general liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate.
  - i. Provide Museum access to the Courthouse
3. The Museum agrees to provide the following services;

- a. Provide various educational opportunities that are free to the public in the Courthouse. Events may include but are not limited to school programs, special educational events, free public programming, and public education on behalf of the Historic Preservation Commission;
  - b. Provide free guided tours of the Museum and Courthouse;
  - c. Provide staff for Museum sponsored events;
  - d. Provide marketing initiative for Museum sponsored events.
4. Museum will facilitate scheduled free public programs at the Courthouse. The programs shall be offered to the general public at no cost, but some programs may include private vendors. Museum agrees to develop the program, provide appropriate marketing, and ensure proper staffing.
  5. Personnel of the Museum are employees of Gaston County regardless of the work performed under this Agreement. The Museum and County agree to follow all employment laws and regulations while fulfilling the obligations established herein. Furthermore, the Town of Dallas agrees to indemnify Gaston County and the Gaston County Museum of Art & History, to the fullest extent allowed by law, for any damages or liabilities the County might incur for any activities, actions, or inactions arising out of the sale or consumption of alcoholic beverages, or arising from a condition of the premises owned by the Town of Dallas during the events listed herein or other events sponsored or created by the Museum, except to the extent that said damages or liabilities arise from, or are incurred as a result of negligence or intentional acts on the part of employees or agents of Gaston County or the Gaston County Museum of Art and History in fulfilling their duties and responsibilities.
  6. The Museum shall be able to hold its own fundraisers, programs, tours, education initiatives, and other public enrichment opportunities both in the courthouse and the courthouse grounds at no cost to the Museum, provided a reasonable notice of 30 days is given to the Town of Dallas, provided that there are no conflicting events already scheduled at the Courthouse. The Town shall have no responsibility for cleaning of Museum fund-raiser events.
  7. Nothing in this Agreement establishes a partnership, joint venture, relation, agency, or other legal relationship with any other party to this Agreement.
  8. ~~All notices shall be sent to the following entities by way of first-class mail, postage pre-~~  
paid:

**GASTON COUNTY MUSEUM OF ART AND HISTORY**  
ATTN: DIRECTOR  
131 W. MAIN ST.  
DALLAS, NC 28034

**GASTON COUNTY**  
ATTN: COUNTY MANAGER  
PO BOX 1578  
GASTONIA, NC 28053

**TOWN OF DALLAS**  
ATTN: TOWN MANAGER  
210 N. HOLLAND ST.  
DALLAS, NC 28034

## Dallas Historic Courthouse Fees

### **Courthouse and Grounds: \$1,500 for 6 hours / \$1,800 for 12 hours**

Rental rates include use of kitchen, tables and chairs inside, access to restrooms, and use of Gazebo

### **The Grounds: \$700 for 6 hours / \$1,000 for 12 hours**

Rental rates include use of the Gazebo and downstairs restrooms in Courthouse

### **The Courthouse: \$900 for 6 hours / \$1,200 for 12 hours**

Rental rates include use of kitchen, tables and chairs inside, access to restrooms, and lower floor

### **Conference Room: \$75 for 2 hours / \$25 for each additional hour**

Rental rates includes setup and breakdown and access to downstairs restrooms

### **The Gazebo: \$100 for 4 hours (for Dallas residents) / \$175 for 4 hours (non-residents)**

Rental rates only include access to Gazebo

\*Set up time before the event is included in the price of all facility rentals. The client will be allowed one business day before the agreed date of the event. The rental space will be available and open to the client during Gaston County Museum business hours (10:00 am – 5:00 pm) in order to prepare for the event.

\*\*For Wedding rentals, the rental price includes extra time to be used for rehearsals, if needed. If the rehearsal will be schedule outside of Gaston County Museum business hours (10:00 am – 5:00 pm) the client must schedule an appropriate time with the Gaston County Museum 30 days in advance of the event. If the client does not comply in 30 days, the client will forfeit the right to rehearsal time.

**TOWN OF DALLAS - GENERAL FEES**

<b>UTILITY DEPOSITS</b>	\$75.00	Water - Inside Town Limits
	\$150.00	Water - Outside Town Limits
	\$150.00	Electric
<b>LATE FEE</b>	\$6.00	Charged after 15th of Month
<b>SERVICE CHARGE/RECONNECTION FEE</b>	\$30.00	Charged if on Cut-Off List
	\$100.00	Charged if Cut at Pole
<b>METER TEST FEE</b>	\$15.00	Residential
	\$65.00	Commercial
<b>METER TAMPERING/THEFT FEE- WATER OR ELECTRIC</b>	\$200.00	per offense
<b>UTILITY HISTORY PRINT OUT</b>	\$5.00	per request
<b>POLICE REPORT FEES</b>	\$5.00	per report (up to 5 pages)
	\$1.00	per page after 5 pages
<b>FIRE REPORT FEE</b>	\$5.00	per report
<b>RETURN CHECK FEE</b>	\$30.00	per occurrence
<b>CUSTOMER REQUESTED STOP PAYMENT FEE</b>	\$40.00	per occurrence
<b>BUSINESS REGISTRATION FEE</b>	\$35.00	Annually
<b>INTERMENT FEES</b>	\$50.00	During Business Hours
	\$125.00	Weekends/After Hours
<b>NOISE PERMIT</b>	\$20.00	Daily Permit
	\$75.00	Monthly Permit
	\$400.00	Annual Permit
<b>CIVIC BUILDING RENTAL FEE</b>	\$200.00	Inside Town Limits Resident
	\$300.00	Outside Town Limits Resident
<b>VOLUNTARY ANNEXATION PETITION</b>	\$500.00	per application (Advertisements, Postage, etc.)
<b>WATER FLOW TEST FEE</b>		<b>ACTUAL COST</b>
<b>SPECIAL EVENTS FEE (Effective 1/11/2022)</b>		
Fee shall be assessed upon approval of event and are due no later than five (5) business days prior to event. Events will be cancelled if fees are not paid when due.	\$150.00	per occurrence

TOWN OF DALLAS - ELECTRONIC SIGN ADVERTISING FEES**FOR-PROFIT ENTITY**

	<u>Per Month**</u>	<u>Per Day*</u>
10 second view	\$100.00	\$10.00
20 second view	\$175.00	\$18.00
30 second view	\$225.00	\$25.00
1 minute view	\$350.00	\$35.00

**NON-PROFIT/CIVIC GROUP**

	<u>Per Month**</u>	<u>Per Day*</u>
10 second view	\$30.00	\$10.00
20 second view	\$55.00	\$5.00
30 second view	\$75.00	\$7.00
1 minute view	\$125.00	\$10.00

\* 275 average views per day

\*\*8250 average views per month

TOWN OF DALLAS - DEVELOPMENT SERVICES FEES

<b>ZONING PERMIT FEES</b>			
Residential Permits		Cost of Waste Cart +	\$75.00 per permit
Residential Fence Permit			\$15.00 per permit
Residential Accessory/Addition/Remodel			\$25.00 per permit
Beekeeper/Apiary			\$50.00 One-time fee
Customary Home Occupation			\$50.00 One-time fee
Business Registration Zoning Permit/Verification			\$35.00 per permit
Multi-Family Permits			\$50.00 per dwelling unit
Commercial	\$125.00	Existing Building	\$350.00 New Building
Manufacturing/Industrial	\$125.00	Existing Building	\$350.00 New Building
Zoning Verification Letter			\$15.00 per letter
Zoning Demolition Sign-off Verification			\$15.00 per occurrence
Zoning Sign-off on ABC Permit			\$15.00 per permit
Zoning Letter Not Specified on Fee Schedule			\$15.00 per letter
Driveway Permit	\$50.00	Commercial	\$25.00 Residential
Sign Permit			\$40.00 per permit
EVM Sign Permit			\$375.00 per permit
Mailed Copy Charge			\$1.50 per copy
Violation Abatement Administrative Fee			\$100.00 per occurrence
Unpermitted Work Completed			\$50 Upcharge Added to Appropriate Permit Fee
<b>COMMISSION APPLICATIONS (Fee Includes Cost of Advertisements)</b>			
Rezoning, Conditional Use, Variance, Appeal, Text Amendment			\$500.00 per application
Historic District Commission Approval			\$500.00 per occurrence
<b>SKETCH PLAN REVIEWS</b>			
Multi-Family/Subdivisions/Commercial/Manufacturing/Industrial			\$75.00 per review
<b>CONSTRUCTION PLAN REVIEWS ** (Staff Review Only -- Engineering Review Charged Separately)</b>			
Multi-Family/Commercial/Manufacturing/Industrial - 1st Building			\$300.00 per review
Each Additional Building (2 or more structures on a lot)			\$100.00 per review
<b>SUBDIVISION FEES (Staff Review Only -- Engineering Review Charged Separately)</b>			
Minor/Exempt Subdivisions			\$100.00 per review
2 - 50 lots			\$175 + \$4/lot per review
50+ lots			\$7.50/lot per review
Final Plat Submittal Fee			\$100.00
<b>CELLULAR/RADIO COMMUNICATIONS</b>			
New, Facility/Tower Application			\$4,500.00 per review
Modifications, Upgrades, Co-locations on Existing Structures			\$1,500.00 per review
Special Use Permit			\$500.00 per review
<b>ROAD NAME CHANGE APPLICATION</b>			
Application Review Fee**			\$200.00 per review

\*\*Fee does not include cost of advertisements, street signs or installation - Charged at actual cost

**TOWN OF DALLAS - FALSE ALARM FEES**

Fees for public safety responses to false alarms are calculated on a six-month basis. If the fire or police department responds to a property more than three times in any six-month period, and the cause of the response was due to a faulty or non-maintained alarm system, a fee for the additional responses will be charged against the property. No fee will be charged for the first three responses in any six-month period. After the second response, the offender will be given a written notice of the violation and the fees assessed if a fourth false alarm happens within that six-month period. The following fees will be assessed for subsequent responses within that period.

	<u>Business</u>	<u>Residential</u>
Fourth Response	\$50.00	\$50.00
Fifth Response	\$100.00	\$75.00
Sixth Response	\$200.00	\$100.00
Seventh Response	\$400.00	\$150.00
Eighth and Subsequent Responses	\$800.00	\$200.00



**ENGINEERING REVIEW FEES****MULTIFAMILY/COMMERCIAL/INDUSTRIAL PLAN REVIEW FEES**

1 acre or less	\$1,000	(no streets)
2 - 4 acres	\$1,200	(with streets)
	\$1,200	(no streets)
5 - 10 acres	\$1,400	(with streets)
	\$3,000	(no streets)
11 - 15 acres	\$3,500	(with streets)
	\$4,500	(no streets)
15+ acres	\$5,250	(with streets)
	\$4,500 + \$240/acre	(no streets)
	\$6,750 + \$280/acre	(with streets)

**SINGLE FAMILY RESIDENTIAL SUBDIVISION REVIEW FEES**

0 - 5 lots	\$1,000	(no streets)
6 - 15 lots	\$1,500	(with streets)
	\$1,500	(no streets)
16 - 25 lots	\$2,250	(with streets)
	\$2,500	(no streets)
26 - 35 lots	\$3,750	(with streets)
	\$3,500	(no streets)
36+ lots	\$5,250	(with streets)
	\$3,500 + \$80/add'l lot	(no streets)
	\$5,250 + \$120/add'l lot	(with streets)

**MISCELLANEOUS ENGINEERING COSTS**

Construction Correction Inspections (3rd visit req'd due to poor workmanship)	\$75.00	per hour
Additional Construction Plan Reviews (if comments not addressed)	\$150.00	per hour

TOWN OF DALLAS - RECREATION FEESINDIVIDUAL PARTICIPANT FEES

	<u>In-Town Resident</u>	<u>Non-Resident</u>
Soccer	\$50.00	\$50.00
Basketball	\$40.00	\$55.00
Cheerleading	\$80.00	\$95.00
Baseball	\$60.00	\$70.00
Softball	\$60.00	\$70.00

SEASONAL TEAM SPONSORSHIPS

Soccer	\$300.00
Basketball	\$150.00
Baseball	\$275.00
Softball	\$275.00

TOURNAMENT ADMISSION FEE

\$2.00 (Ages 5 and over)

**TOWN OF DALLAS - RECREATION FACILITY RENTAL FEES**

**DENNIS FRANKLIN GYM**

All uses, other than Town-sponsored use, shall be prohibited unless authorized in advance by formal action of the Board of Aldermen.

**CARR SCHOOL AND JAGGERS PARK FIELDS**

Field Use	4 Hours	Week Day (M -F)	Weekend (Sat/Sun)
		Per Day	Per Day
Town Resident/Not-For-Profit (501c3)*	\$20.00	\$35.00	\$50.00
Town Resident/For-Profit	\$60.00	\$105.00	\$150.00
Non-Town/Not-For-Profit (501c3)*	\$35.00	\$65.00	\$100.00
Non-Town/For Profit	\$105.00	\$185.00	\$265.00

\*Requires documentation of status

Field Use: (Fall Youth)	(Per Season Not-to-Exceed 120 days)	
For All League Participants (Total)	\$200.00	(includes use of lights)

**Additional Charges**

**Dragging Field (by request)	\$25.00	**When accomplished during normal Town work hours. All other requests shall require a Fee equal to Total Cost Plus 30%.
**Lining Field (by request)	\$25.00	
Use of Lights at Field	\$12/Hr.	

**CLONINGER PARK AND JAGGERS PARK SHELTERS**

**NOTE: A Shelter reservation does not close the entire park--park is still open to the public.**

JAGGERS PARK SHELTER USE***	4 Hours	Week Day (M -F)	Weekend (Sat/Sun)
		Per Day	Per Day
Town Resident/Not-For-Profit (501c3)*	\$45.00	\$65.00	\$70.00
Non-Town Resident	\$55.00	\$85.00	\$90.00

CLONINGER PARK SHELTER USE***	4 Hours	Week Day (M -F)	Weekend (Sat/Sun)
		Per Day	Per Day
Town Resident/Not-For-Profit (501c3)*	\$25.00	\$45.00	\$50.00
Non-Town Resident	\$35.00	\$65.00	\$70.00

**\*\*Shelters may be rented for:**

**AM Block:** 10am - 2pm

**PM Block:** 3pm - 7 pm (Winter Hours: 3 pm - dusk)

**Daily:** 10 am - 7 pm (Winter Hours: 10 am - dusk)

TOWN OF DALLAS - STREET AND SOLID WASTE CHARGES

**STREET FEES**

Lot Cutting

Weed Eating	\$48.00 per hour
Bush Hog (Regular or Side-Arm) - 2 Hour Minimum	\$60.00 per hour

New Subdivision Signs

Full Reimbursement Cost of Signs and Installation

**SOLID WASTE FEES**

Residential - Per Container	\$14.00 per month
Commercial - Per Container	\$16.00 per month
New Cart Fee (Non-refundable for new homes paid at time of permit)	Cost
Replacement Cart Fee (Due to damage or loss)	Cost

After Hours Truck Full Reimbursement Cost of Service

Landlord Tenant Fee to Remove Trash

Regular Pick Up Truck	Full Reimbursement Cost
Flat Bed Truck	Full Reimbursement Cost

Use of Backhoe for Debris Removal Full Reimbursement Cost

\*Full Reimbursement Cost includes labor, equipment, and dumping fees.

**TOWN OF DALLAS - WATER AND SEWER SERVICE RATE SCHEDULE**

The following rates apply for water (metered) and sewer service to residential, commercial, industrial, and irrigation accounts inside and outside the corporate limits of the Town of Dallas, as provided through the Town of Dallas Municipal Water and Sewer Utility.

**WATER - INSIDE TOWN LIMITS (Including Irrigation)**

<u>Usage (gallons)</u>	<u>Minimum Charge</u>	(plus)	<u>Vol Charge (per 1000 gallons)</u>
0 - 1000	\$11.05 /month		\$3.46 usage 0-1000
1001 - 3000	\$14.51 /month		\$5.19 usage 1001-3000
3001 - 5000	\$24.89 /month		\$6.78 usage 3001-5000
5001 - 10000	\$38.47 /month		\$7.31 usage 5001-10000
Over 10000	\$75.06 /month		\$7.84 usage over 10000

**WATER - OUTSIDE TOWN LIMITS**

<u>Usage (gallons)</u>	<u>Minimum Charge</u>	(plus)	<u>Vol Charge (per 1000 gallons)</u>
0 - 1000	\$31.41 /month		\$3.46 usage 0-1000
1001 - 3000	\$34.86 /month		\$10.38 usage 1001-3000
3001 - 5000	\$55.62 /month		\$12.11 usage 3001-5000
5001 - 10000	\$79.83 /month		\$14.64 usage 5001-10000
Over 10000	\$153.02 /month		\$15.84 usage over 10000

**SEWER - INSIDE CITY LIMITS**

<u>Usage (gallons)</u>	<u>Minimum Charge</u>	(plus)	<u>Vol Charge (per 1000 gallons)</u>
0 - 1000	\$12.11 /month		\$3.46 usage 0-1000
1001 - 3000	\$15.57 /month		\$5.19 usage 1001-3000
3001 - 5000	\$25.95 /month		\$6.78 usage 3001-5000
5001 - 10000	\$39.52 /month		\$7.31 usage 5001-10000
Over 10000	\$76.12 /month		\$7.84 usage over 10000

**SEWER - OUTSIDE CITY LIMITS**

<u>Usage (gallons)</u>	<u>Minimum Charge</u>	(plus)	<u>Vol Charge (per 1000 gallons)</u>
0 - 1000	\$16.64 /month		\$3.46 usage 0-1000
1001 - 3000	\$20.10 /month		\$5.19 usage 1001-3000
3001 - 5000	\$30.48 /month		\$6.78 usage 3001-5000
5001 - 10000	\$44.05 /month		\$7.31 usage 5001-10000
Over 10000	\$80.64 /month		\$7.84 usage over 10000

Any "Active" account shall be charged a monthly Minimum Fee, regardless of usage. Thereafter, the Volume charge shall be calculated at the rate indicated for the volume tier of usage. Each separate volume tier of usage shall be calculated at the rate for that tier of usage.

Sewer charges are based on the number gallons of water used each month through a metered service.

**TOWN OF DALLAS - WATER AND SEWER SERVICE FEES**

**STANDARD TAP AND PRIVILEGE FEES**

	<u>3/4" WATER TAP</u>	<u>4" SEWER TAP</u>
Privilege Fee	\$610.00	\$610.00
Residential Tap Inside	\$1,129.00	\$1,605.00
Residential Tap Outside	\$1,245.00	\$1,723.00
Commercial Tap	Cost	Cost
Road Bore Fee	\$365.00	\$365.00
Water Tap >1"	Cost	
Sewer Tap > 5' in depth and/or 20' in lateral length		Cost

**RESIDENTIAL IRRIGATION TAPS**

Outside Yard Meter w/Tee	\$365.00
Outside Yard Meter 3/4" Tap	\$1,129.00
Outside Yard Meter 1"	\$1,129.00
Irrigation Tap >1"	Cost

**COMMERCIAL IRRIGATION TAPS**

Cost

<b>System Development Fees</b>			
<b>Meter Size</b>	<b>Meter Ratio</b>	<b>Water</b>	<b>Sewer</b>
3/4"	1.00	\$1,794	\$1,745
1"	1.67	\$2,989	\$2,908
1.5"	3.33	\$5,979	\$5,816
2"	8.33	\$14,946	\$14,540
3"	16.67	\$29,893	\$29,079
4"	33.33	\$59,786	\$58,159
6"	53.33	\$95,657	\$93,054
8"	93.33	\$167,400	\$162,845
10"	183.33	\$328,822	\$319,874

- 1) System Development Fees shall be based on water meter size. If only sewer service is requested, then fee will be based on estimated water service size.
- 2) System Development Fees for Multi-Family development shall be based on 3/4" meters for each unit within the complex, not on a master meter size or other method of calculation.
- 3) Fire Flow shall not be metered and shall not be assessed a System Development Fee.
- 4) System Development Fees for irrigation services shall only include water fees. Combination services shall be reviewed by the Town and calculated at the time of the request for service.

**TOWN OF DALLAS - ELECTRIC SERVICE RATE SCHEDULE**

Electrical rates effective on readings on and after 07/01/2017 and as reflected on 08/01/17 billing.  
This replaces 07/01/16 Rate Schedules North Carolina Sales Tax will be shown separately.

**RATE A: RESIDENTIAL**

		<b>BASE CHARGE</b>
\$10.00		350 KWH used per month
\$0.091	Per KWH for the <b>FIRST</b>	950 KWH used per month
\$0.114	Per KWH for the <b>NEXT</b>	1300 KWH used per month
\$0.100	Per KWH for <b>ALL OVER</b>	

**RATE B: RESIDENTIAL WITH ELECTRIC WATER HEATER**

		<b>BASE CHARGE</b>
\$10.00		350 KWH used per month
\$0.091	Per KWH for the <b>FIRST</b>	950 KWH used per month
\$0.107	Per KWH for the <b>NEXT</b>	1300 KWH used per month
\$0.100	Per KWH for <b>ALL OVER</b>	

**RATE C: RESIDENTIAL TOTAL ELECTRIC**

		<b>BASE CHARGE</b>
\$10.00		350 KWH used per month
\$0.091	Per KWH for the <b>FIRST</b>	950 KWH used per month
\$0.099	Per KWH for the <b>NEXT</b>	1300 KWH used per month
\$0.090	Per KWH for <b>ALL OVER</b>	

**RATE D: COMMERCIAL GENERAL SERVICE**

<b>MINIMUM CHARGE:</b>	Demand Charge	
<b>DEMAND CHARGE:</b>	\$14.00 for the <b>FIRST</b>	30 KW Billing Demand or less per month
	\$5.00 Per KWH for <b>ALL OVER</b>	30 KW Billing Demand per month
<b>ENERGY CHARGE:</b>	\$0.119 Per KWH for the <b>FIRST</b>	3,000 KWH used per month
	\$0.088 Per KWH for the <b>NEXT</b>	87,000 KWH used per month
	\$0.069 Per KWH for <b>ALL OVER</b>	90,000 KWH used per month

**RATE E: INDUSTRIAL SERVICE**

<b>MINIMUM CHARGE:</b>	Demand Charge	
<b>DEMAND CHARGE:</b>	\$30.00 for the <b>FIRST</b>	30 KW Billing Demand or less per month
	\$5.00 Per KWH for <b>ALL OVER</b>	30 KW Billing Demand per month
<b>ENERGY CHARGE:</b>	\$0.117 Per KWH for the <b>FIRST</b>	3,000 KWH used per month
	\$0.079 Per KWH for the <b>NEXT</b>	87,000 KWH used per month
	\$0.061 Per KWH for <b>ALL OVER</b>	90,000 KWH used per month

**SECURITY LIGHTS**

TYPE 1:	\$11.63 per month	100 WATTS
TYPE 2:	\$16.20 per month	250 WATTS
TYPE 3:	\$22.44 per month	400 WATTS
POLE:	\$2.50 per month	For pole installed specifically for light service

**TOWN OF DALLAS - ELECTRIC CONNECTION FEES**

**SINGLE PHASE CONNECTIONS**

**RESIDENTIAL**

Temporary (for construction) \$30.00

**COMMERCIAL**

Temporary Non-Permanent Structure - Under 100 AMPS \$125.00

Temporary Non-Permanent Structure - Over 100 AMPS Cost

**THREE PHASE CONNECTIONS**

Service from 200 to 400 AMPS \$100.00 per phase

Service from 401 AMPS and over Cost

**CONVERSION OF OVER HEAD TO UNDERGROUND**

Under 250' in length \$400.00

Over 250' in length \$400.00 Plus Cost of Wire over 250'

**POLE ATTACHMENT FEES**

\$15.00 per pole, per year

\$3.000 per CATV power supply, per year

Joint-Use attachments set by agreement

**COMMERCIAL PROJECTS**

Cost



**TOWN OF DALLAS - STORMWATER RATE SCHEDULE**

<u>Account Class</u>	<u>Rate Per Month</u>	<u>ERU's</u>	<u>Total Charge (Monthly)</u>
Single Family Residence	\$4.52	1.0	\$4.52
All Other Accounts	\$4.52	*	\$4.52 per ERU

\*Total Impervious surface area on property (in square feet) divided by 2500.

An "ERU" is an "**Equivalent Residential Unit**", which is calculated and set at 2500 square feet of impervious surface area. For **ALL** Single-Family Residential properties, the ERU shall be established as (1) ERU, regardless of actual impervious surface area on the parcel. For **ALL OTHER** classes of properties, the Town has established precisely the actual square footage of impervious surface area on each parcel (through a contracted study completed by the Centralina Council of Governments), and the ERU for each shall be the total impervious surface area divided by (2500).

The rate structure includes, for each non-residential account, a **Fee Credit** opportunity, for those properties who have on-site "**B.M.P.'s**" (Best Management Practices) which consist of Stormwater retention, detention, and/or treatment, containment, or significant mitigation facilities, which are certified by Town inspection as being adequately designed, engineered, constructed, and maintained.

The Fee Credit shall equal 50% of the monthly fee, for as long as the BMP facility remains in place, functional, and properly maintained; as evidenced by yearly inspection by Town personnel or agent.

To receive credit for a BMP facility, Account Holders must file an application with the Town Development Services department and meet all requirements for engineering specifications associated with said BMP.