

Town of Dallas
Agenda
April 30, 2024
6:30 PM
BOARD OF ALDERMEN- WORK SESSION
Hayley Beaty, Mayor

Jerry Cearley

Alan Cloninger

Frank Milton

Sam Martin, Mayor Pro-Tem

E. Hoyle Withers

| ITEM | SUBJECT | Page |
|-------------|---|-------------|
| 1. | Pledge of Allegiance to the Flag | |
| 2. | Approval of Agenda with Additions or Deletions | |
| 3. | New Business | |
| | A. Discussion concerning 3-Year Extension for Conditional Zoning-Robinson Glenn | 2 |
| | B. Rezoning for 122 Eason Rd and 204 Eason Rd | 17 |
| | C. Consideration of Making Dallas Ball Fields Non-Smoking | 27 |
| | D. Discussion of Closing Streets for June 8 Concert | 28 |
| | E. To Review Drafts for Training Repayment/Contract for Employment for Police Department New Hires | 29 |
| | F. 2nd Discussion for the FY 2024-2025 Draft Budget | 35 |
| | G. Offer to Purchase for Town Property of 208 N. Holland Street | 36 |
| 4. | Closed Session-The Board has requested to hold a Closed Session for a Personnel matter: To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee NCGS §143-318-11(6). | |

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: 3-Year Extension for Conditional Zoning-Robinson Glenn

AGENDA ITEM NO. 3A

MEETING DATE: 04/30/24

BACKGROUND INFORMATION:

Richard Denzler with C2C Land Development LLC is requesting a 3-year extension on the conditional zoning for Robinson Glenn. A zoning map amendment/rezoning was adopted on 6/14/2022 by the Dallas Board of Aldermen for parcels #171882 & #171885.

Per the Town's Ordinance, under NCGS 160D-108, extension of the vested rights period may be approved by the Board under § 153.125 VESTED RIGHTS PROCEDURES:

(F) Development approval. The effect of a development approval shall be to vest such site plan for a period of two years from the date of approval. If the landowner requests, however, the Town Council may approve a vesting period not to exceed five years from the date of approval. The vesting of any development approval beyond a two year period may only be authorized by the Town Council where it is found that due to:

- (1) Sizing and phasing of the development; or
- (2) Level of investment; or
- (3) Need for the development; or
- (4) Economic cycles; or
- (5) Market conditions, building permits for all phases of the development cannot be secured within two years.

Attached is the signed written request for the extension, supporting documents of the adopted zoning map admendment/rezoning, and the conditional zoning approval dated May 31st, 2022.


MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

Attn: Planning Department of Dallas NC,

We were wondering if we can get a 3-year extension on our conditional zoning that was received on May 31, 2022, based on the Town of Dallas ordinance 153.125(F) #5 (Market conditions, building permits for all phases of the development cannot be secured within two years).

Please advise if there is anything additional that you might need for this consideration.

DocuSigned by:

F1DC58C004F14C4...

Eric Glen Clemmer Revocable Trust Dated September 29th, 2014.

4/12/2024

Date

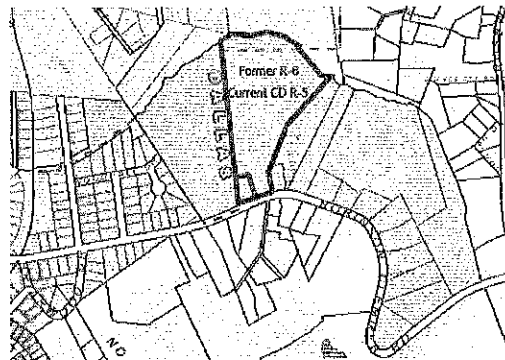
ORDINANCE ADOPTING A ZONING MAP AMENDMENT/REZONING PETITION IN THE TOWN OF DALLAS (ADOPTED BY THE DALLAS BOARD OF ALDERMEN 6/14/2022)

Whereas, this amendment is in accordance with Application within Municipalities, pursuant to Article 8 of Chapter 160A, and

Whereas, the Town of Dallas Board of Aldermen, in consideration of rezoning petition by property owner Eric Glenn Clemmer Irrevocable Trust, in conjunction with authorized agents Eddie Moore, Logan Creech and Tim Derylak, for property located at 600 and 606 Robinson Clemmer Road, further identified as Gaston County Tax Parcel ID numbers 171882 and 171885, finds that the petition meets the standards set forth for the Conditional District, CD R-5 Single-Family Residential zoning district, and

Whereas, the rezoning of Parcel ID# 171882, and 171885 to CD R-5 is technically inconsistent with the 2003 Future Land Use Plan's map designation as Residential Agriculture, but the allowable uses and lot sizes in the proposed conditional district would ensure the preservation of neighborhood character of this area while protecting from encroachment of incompatible business and industrial uses.; and

Whereas, the rezoning request is deemed reasonable and, in the public's, best interest in order to maximize the site for future single-family attached development, while protecting the overall character and appearance of the Town;



Now, therefore be it ordained, by the Board of Aldermen of the Town of Dallas, North Carolina, grants the property owner Eric Glenn Clemmer Irrevocable Trust and authorized agents, approval of the above-referenced zoning map amendment effective June 14, 2022.

Should any provision of this petition be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

This Ordinance shall take effect and be in force from and after the date of its adoption.

Adopted, this 14th day of June, 2022.

ATTEST:

Rick Coleman, Mayor

Sarah Hamrick, Town Clerk

TOWN OF DALLAS
REZONING APPLICATION

Location of Property: 600 + 606 ROBINSON CLEMMER RD, DALLAS, NC 28034

Lot Size: + - 15.37 AC Current Zone/ Use: R-8 / RESIDENTIAL Parcel ID# 171882 + 171885

Name of Owner: ERIC GLENN CLEMMER IRREVOCABLE TRUST *

Address of Owner: PO BOX 111, CASAR, NC 28020

Owner Phone #: _____ Email: _____

*** OWNER + PETITIONER JOINDER AGREEMENT ATTACHED**

The undersigned hereby respectfully requests that the Dallas Planning Board, pursuant to the provisions of the Dallas Zoning Code, Article VII, and in compliance with NCGS 160A-387, recommend to the Dallas Board of Aldermen, a Zoning Classification change from

R-8 to CZ-R-5 On the following described property:

600 + 606 ROBINSON CLEMMER , FURTHER IDENTIFIED AS PARCEL ID # 171882 +
RD, DALLAS, NC 28034 171885

I certify that all the information provided in this application is accurate to the best of my knowledge, information and belief.

AGENT FOR PETITIONER:

Eddie Moore

EDDIE MOORE, AICP - McADAMS, 3430 TORINGDON WAY, 110, CHARLOTTE, NC 28277
704-724-3594, emoore@mcadamsc.com

Signature of applicant

JANUARY 13, 2022

Date

Development Services Director

Date

Rezoning Application Fee can be found on the Town of Dallas' fee schedule.

Checks to be made payable to the Town of Dallas.

OWNERLASTN**OWNERFIRST**

TOWN OF DALLAS

LAINEZ

BREEST

BELL

MORGAN

BRIGGS

ERIC GLENN CLEMMER IRREVOC TR

WOOTEN

SANTOS

GENOVESE

MALKER

HEIRS OF ARCHIE VENIE

CHAPMAN POINTE INVESTORS LLC

LOWERY

HEIRS OF JOHN PRESSLEY

ARMSTRONG

HOLLAND

STEWART

NIX

CORBIN

DAVIS

NEUNZIG

GREENE

BEAVER

DARBY

BEAVER

RAMEY

HECTOR L

ROBERT

ALLISON

FRANK

RALPH

ALAN

OSCAR

EDDY

LINDA

LESLIE

SHIRLEY

MICHAEL A

JACQUELINE

LYNN

SARA

AMY

ROBERT

SHARON

PEGGY

NICKY

COLAN

MARTHA

| MAILADDR1 | CITY | STATE | ZIPCODE |
|------------------------------|--------------|-------|---------|
| 210 N HOLLAND ST | DALLAS | NC | 28034 |
| 331 ROSEWOOD LANE EXT | DALLAS | NC | 28034 |
| 309 ROSEWOOD LANE EXT | DALLAS | NC | 28034 |
| 325 ROSEWOOD LANE EXT | DALLAS | NC | 28034 |
| 321 ROSEWOOD LANE EXT | DALLAS | NC | 28034 |
| 527 BUCKLE BEE RD | DALLAS | NC | 28034 |
| PO BOX 111 | CASAR | NC | 28020 |
| 2018 OLD SPENCER MOUNTAIN RD | DALLAS | NC | 28034 |
| 702 ROBINSON CLEMMER RD | DALLAS | NC | 28034 |
| 610 ROBINSON CLEMMER RD | DALLAS | NC | 28034 |
| 517 S SPARGO ST | DALLAS | NC | 28034 |
| 1629 WOODFIELD RD | FAYETTEVILLE | NC | 28303 |
| 245 W MAIN AVE | GASTONIA | NC | 28052 |
| 1004 WOODDALE CIR | DALLAS | NC | 28034 |
| 1006 WOODDALE CIR | DALLAS | NC | 28034 |
| 414 ROBINSON CLEMMER RD | DALLAS | NC | 28034 |
| PO BOX 327 | DALLAS | NC | 28034 |
| 415 ROBINSON CLEMMER RD | DALLAS | NC | 28034 |
| 503 ROBINSON CLEMMER RD | DALLAS | NC | 28034 |
| 511 ROBINSON CLEMMER RD | DALLAS | NC | 28034 |
| 603 ROBINSON CLEMMER RD | DALLAS | NC | 28034 |
| 813 ROBINSON CLEMMER RD | DALLAS | NC | 28034 |
| PO BOX 962 | LOWELL | NC | 28098 |
| 701 ROBINSON CLEMMER RD | DALLAS | NC | 28034 |
| 607 ROBINSON CLEMMER RD | DALLAS | NC | 28034 |
| 701 ROBINSON CLEMMER RD | DALLAS | NC | 28034 |
| PO BOX 1071 | DALLAS | NC | 28034 |

REZONING PETITION SIGNATURE SHEET

Rezoning Attachment

Petitioner: DR Horton

The undersigned, as the petitioner for the rezoning of the parcels of land that are designated as Parcel #s 171882 and 171885 in Gaston County, North Carolina, requests the rezoning as more particularly described in the associated Rezoning Application.

Petitioner: DR Horton

Signature: Logan F. Creech

Name (Printed): Logan F. Creech

Entitlements Project Manager
Title: _____

Date: 1/17/2022

REZONING PETITION JOINDER AGREEMENT

Petitioner: DR Horton

The undersigned, as the petitioner for the rezoning of the parcels of land that are designated as Parcel #s 171882 and 171885 in Gaston County, North Carolina and which is subject of the attached Rezoning Application, hereby joins in this Rezoning Application. If the application is a conditional rezoning, hereby agrees to the rezoning as more particularly depicted on the related Rezoning Site Plan and to subsequent changes to the rezoning site plan as part of this Rezoning Application.

**ERIC GLENN CLEMMER IRREVOCABLE TRUST
PO BOX 111
CASAR, NORTH CAROLINA 28020**

Signature Eric Clemmer / Hunter Clemmer

Name (Printed): ERIC CLEMMER / HUNTER CLEMMER

Title: Trustee

Date: 1/12/22

Staff Report

Zoning Map Amendment Request: 2022-01

Property Owners/Applicants: Eric Glenn Clemmer Irrevocable Trust

Authorized Agents: Eddie Moore, McAdams; Logan Creech, DR Horton, Tim Derylak, DR Horton

Current Zoning: Residential R-8

Proposed Zoning: CD R-5

Property Location: Subject site is located at 606 Robinson Clemmer Road; East of the Chapman Pointe community, West of Lower Dallas Highway, and South of the Town of Dallas Public Works Facility

Gaston County Parcel ID: 171882 & 171885

Request: The applicant is requesting a Conditional Rezoning for the development of a townhome community consisting of up to 81 single family attached units. There are a total of 13 buildings, with 4-7 units per building.

Staff Analysis: The subject site consists of two parcels. The parcels currently contain single family detached homes. Site conditions as follows:

- Existing stream running along the northern boundary of parcel 171882.
- Flood zone just north and on the northeast portion of parcel 171882.
- Proposed connection to Robinson Clemmer Road as only access with ROW dedication proposed to the eastern boundary of the site.
- 2 amenities are represented: a tot lot next to lots 57 and 58, and a dog park located in the front of the site beside lot 81.
- There is a 150' wide Duke Energy easement running east-west across the northern portion of parcel 171882.

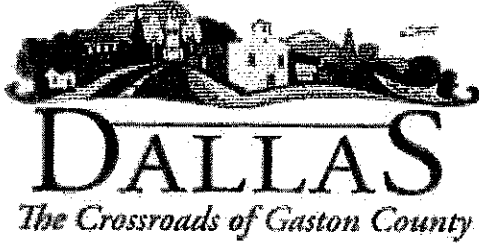
Town staff have had ongoing meetings and discussion with McAdams and DR Horton regarding the development of the subject site. Based on preliminary grading analysis by the developer, the proposed number of lots/dwellings has decreased from the initial site plan submittal of 103, to 81 lots. The requested conditional rezoning allows lot width reduction to accommodate the proposed 20' wide interior units. The project would offer a unique living style for a variety of ages. Project includes sidewalks on both sides of the roadways throughout the development, two proposed amenity areas, and a 20' easement containing an 8' walking path for future connection along the floodplain.

Traffic: Trip generation has been provided based on the ITE Land Use – Multifamily Housing Low-Rise (Apartments) as well as Single-Family Attached Housing. Multifamily generated the highest trip generation, with 104 dwelling units expecting to generate a maximum of 745 daily trips, 50 in the AM Peak hour and 60 in the PM Peak hour. Based on the trip generation, a Traffic Impact Analysis will not be required for this project.

Parking: Site plan provides 2 parking spaces per lot, one garage space and one driveway space. R-5 zoning requires 4 spaces per lot. An additional 57 off-street spaces and 24 on-street spaces are provided to make up for the deficit in R-5 required parking. With the additional parking the parking space total is 3 per unit. This is a requested allowance in Exhibit A.

Comprehensive Land Use Plan: The proposed land use is inconsistent with the 2003 Comprehensive Land Use Plan's map designation as Residential agriculture. However, this LUP is dated, and interest in this area is for higher density housing. The property is adjacent to higher density zoning districts to the west and north.

Staff Recommendation: The proposed conditional zoning district is the appropriate classification for a project of this nature and location. The proposal offers additional housing that is not currently available in Dallas. The only other Townhomes product is offered in Park Place, which was developed in the early 2000's (2003-2007). Conditions and allowances of approval should be agreed upon so that the proposal is a proper fit for the area. Appendix A has been provided in your agenda as the proposed conditions. Planning Staff are in favor of the project and the Planning Board unanimously recommended approval of the zoning map amendment.



Written Consent for Zoning Conditions

The petitioner hereby expressly consents to all zoning conditions listed in this report and attached to this as Exhibit A:

Please refer to following sheet.

Multiple horizontal lines for handwritten notes or references.

ATTEST:

Tim Derylak
Authorized agent/property owner

May 31, 2022
Date

Tim Derylak, DR Horton
Print Name

Exhibit A

1. The proposed development shall be in compliance with the requirements of the Dallas code of ordinances with the added relief of:
 - a. Off Street Parking Reduction from 4 spaces to 3 spaces with additional 81 off street and on street parking provided.
 - b. Interior lots:
 - i. Size reduction from 4,500 square feet to 2,000 square feet.
 - ii. Width reduction from 40 feet to 20 feet.
 - c. Corner Lots:
 - i. lot size from 5,000 square feet to 2,600 square feet.
 - ii. Width reduction from 45 feet to 26 feet.
2. All principal dwellings street facing facade shall incorporate brick, stone, precast stone, precast concrete, or synthetic stone accents.
3. All principal dwelling units shall have a covered porch.
4. Understory street trees shall be planted outside the right-of-way, in the 10' treescape easement.
5. Buffers shall be installed between amenity areas and lots as follows: between tot lot and proposed lots 57 and 58 and between dog park/play field and proposed lot 81.
6. Dog park shall be fenced and included benches and landscaping.
7. Petitioner shall dedicate a 20' greenway easement and construct an 8' natural path depicted on the rezoning plan as potential pedestrian connection to existing Town Park.
8. Street frontage along Robinson Clemmer Road shall be developed to meet Town Standards, including, but not limited to, the addition of sidewalk, curb and gutter. Pending NCDOT objection to sidewalk and/or curb and gutter, the Developer agrees to payment in lieu of, at cost. Payment in lieu shall be due upon construction drawing approval.
9. All off-site utility easements, if necessary to provide utilities to the site, must be obtained by the developer, at their expense, prior to approval of construction plan, issuance of permits, or commencement of construction.
10. All items listed on the rezoning plan shall become binding upon approval of the zoning map amendment.
11. Conditional Zoning approval is valid for a period of 24 months from the date of approval.



MCADAMS
The John R. McAdams Company, Inc.
3400 Northpark Drive
Charlotte, NC 28217
Phone 704.547.0000
Fax 704.547.7800
Internet: www.mcadams.com

CLIENT
D.L. PORTON, CHARLOTTE, NORTH CAROLINA
8205 ARDENWOOD BOULEVARD
CHARLOTTE, NORTH CAROLINA 28275

BRORION
America's Builder

ROBINSON GLENN
REZONING PLAN
600 ROBINSON CLEMMER ROAD
DALLAS, NORTH CAROLINA 28094

REVISIONS

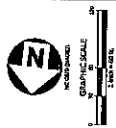
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| 2 | 09.13.2007 | PHI-CY-DRAWINGS |
| 3 | 10.25.2007 | PHI-CY-DRAWINGS |
| 4 | 12.15.2007 | PHI-CY-DRAWINGS |

PLAN INFORMATION

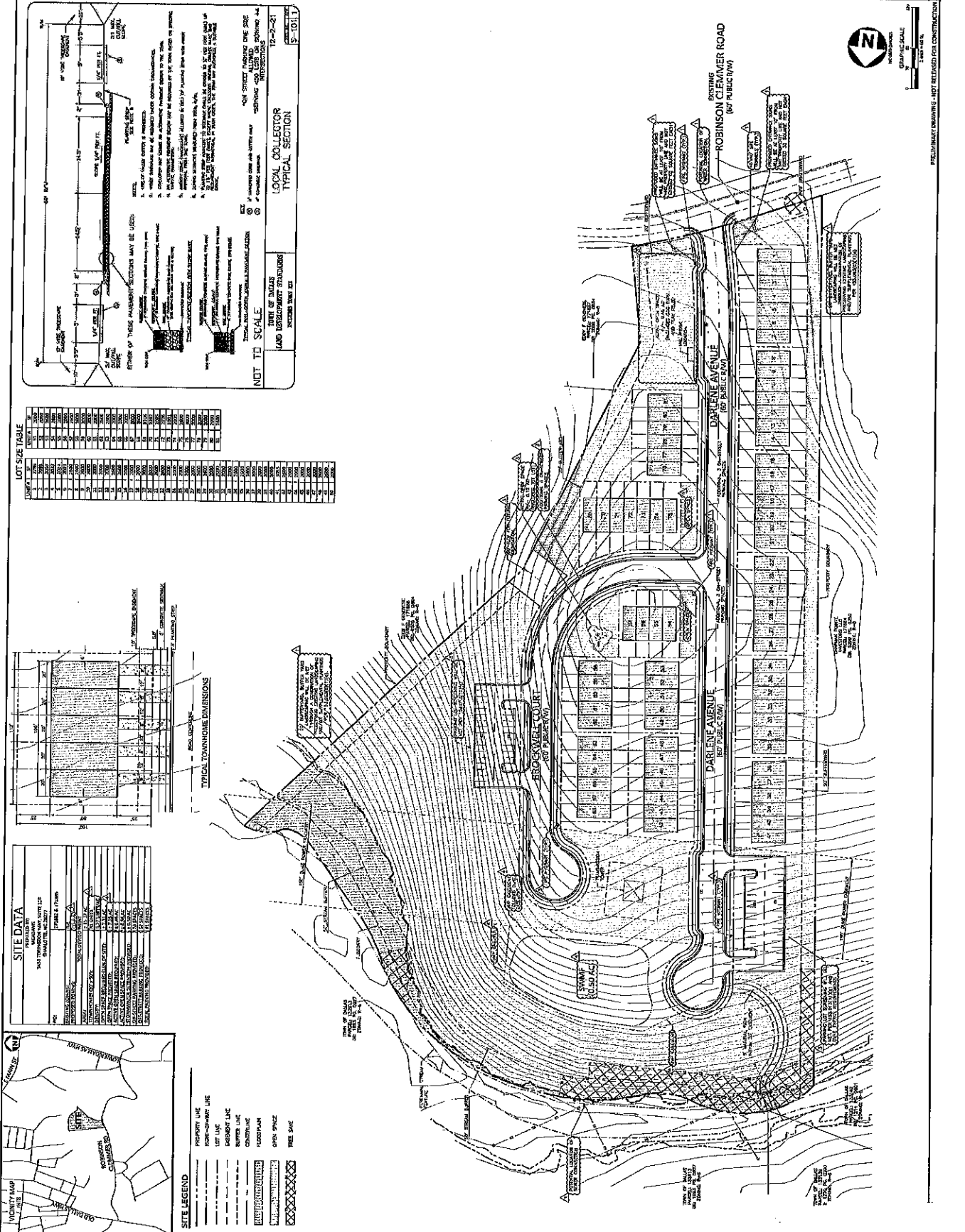
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| PROJECT NO. | DW-24005 |
| PREPARED BY | DN |
| CHECKED BY | JCS |
| SCALE | AS SHOWN |
| DATE | 02.15.2007 |
| SHEET | 1 |

REZONING PLAN

RZ.01



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



LOT SIZE TABLE

| AREA | AREA | AREA | AREA |
|------|------|------|------|
| 1 | 300 | 100 | 100 |
| 2 | 300 | 100 | 100 |
| 3 | 300 | 100 | 100 |
| 4 | 300 | 100 | 100 |
| 5 | 300 | 100 | 100 |
| 6 | 300 | 100 | 100 |
| 7 | 300 | 100 | 100 |
| 8 | 300 | 100 | 100 |
| 9 | 300 | 100 | 100 |
| 10 | 300 | 100 | 100 |
| 11 | 300 | 100 | 100 |
| 12 | 300 | 100 | 100 |
| 13 | 300 | 100 | 100 |
| 14 | 300 | 100 | 100 |
| 15 | 300 | 100 | 100 |
| 16 | 300 | 100 | 100 |
| 17 | 300 | 100 | 100 |
| 18 | 300 | 100 | 100 |
| 19 | 300 | 100 | 100 |
| 20 | 300 | 100 | 100 |
| 21 | 300 | 100 | 100 |
| 22 | 300 | 100 | 100 |
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| 26 | 300 | 100 | 100 |
| 27 | 300 | 100 | 100 |
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| 38 | 300 | 100 | 100 |
| 39 | 300 | 100 | 100 |
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| 42 | 300 | 100 | 100 |
| 43 | 300 | 100 | 100 |
| 44 | 300 | 100 | 100 |
| 45 | 300 | 100 | 100 |
| 46 | 300 | 100 | 100 |
| 47 | 300 | 100 | 100 |
| 48 | 300 | 100 | 100 |
| 49 | 300 | 100 | 100 |
| 50 | 300 | 100 | 100 |
| 51 | 300 | 100 | 100 |
| 52 | 300 | 100 | 100 |
| 53 | 300 | 100 | 100 |
| 54 | 300 | 100 | 100 |
| 55 | 300 | 100 | 100 |

NOT TO SCALE

TYPICAL SECTION

MINIMUM TOWNHOME DIMENSIONS

MINIMUM UNIT SPACING

MINIMUM UNIT WIDTH

MINIMUM UNIT DEPTH

MINIMUM UNIT AREA

MINIMUM UNIT PERIMETER

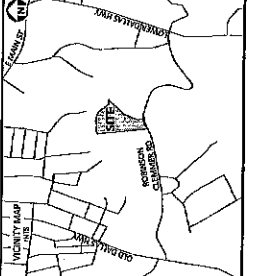
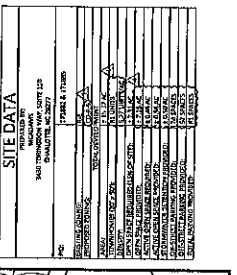
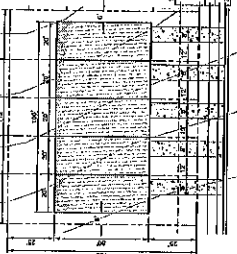
MINIMUM UNIT PERIMETER PER AREA

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REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------------|-------------|
| 1 | 01.15.2002 | PRELIMINARY |
| 2 | 01.15.2002 | REVISIONS |
| 3 | 01.15.2002 | REVISIONS |
| 4 | 01.15.2002 | REVISIONS |

PLAN INFORMATION

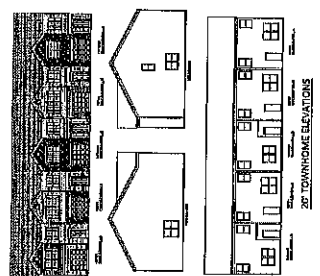
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| FILE NAME | DH-25009-02L |
| DESIGNED BY | JM |
| DRAWN BY | JM |
| SCALE | AS SHOWN |
| DATE | 01.15.2002 |
| SHEET | |

REZONING NOTES

RZ.02

PRELIMINARY PLANNING - NOT RELEASED FOR CONSTRUCTION

- 8. Alternative Methods of Circulation**
Provide an alternative design provision for this development based on the Conditional Rezoning.
- a) Reduce the minimum number of required parking spaces for each dwelling from 4 to 3 spaces based on the later design provided for the dwelling.
- b) A minimum of 80 bicycle and off-street visitor parking spaces are provided in the general area outlined on the Conditional Rezoning Plan.
- 9. Amenities to Remaining Parking**
Where applicable, the minimum number of the period of parking within the Site arrived in accordance with the provisions of the Ordinance.
- Provide alterations or modifications to the Conditional Rezoning Plan which, in the opinion of the Planning Commission, are necessary to the development of the site. Any such alterations or modifications shall be deemed to be minor and may only be made in accordance with the provisions of the Ordinance, as applicable.
- 10. Briefing Effects of the Remaining Documents and Definitions**
- a) If this Conditional Rezoning Plan is approved, all conditions stipulated in development of the Site imposed under the Technical Data Sheet will, unless amended, in the manner provided under the Ordinance, be binding upon and to the benefit of the "Petitioner" and the current and future owners of the Site and their respective successors in interest and assign.
- b) Throughout this Ordinance, the terms, "Petitioner" and "Owner" and "Owner" shall be deemed to include the holder of the title to the Site from time to time who may be involved in any future development thereof.



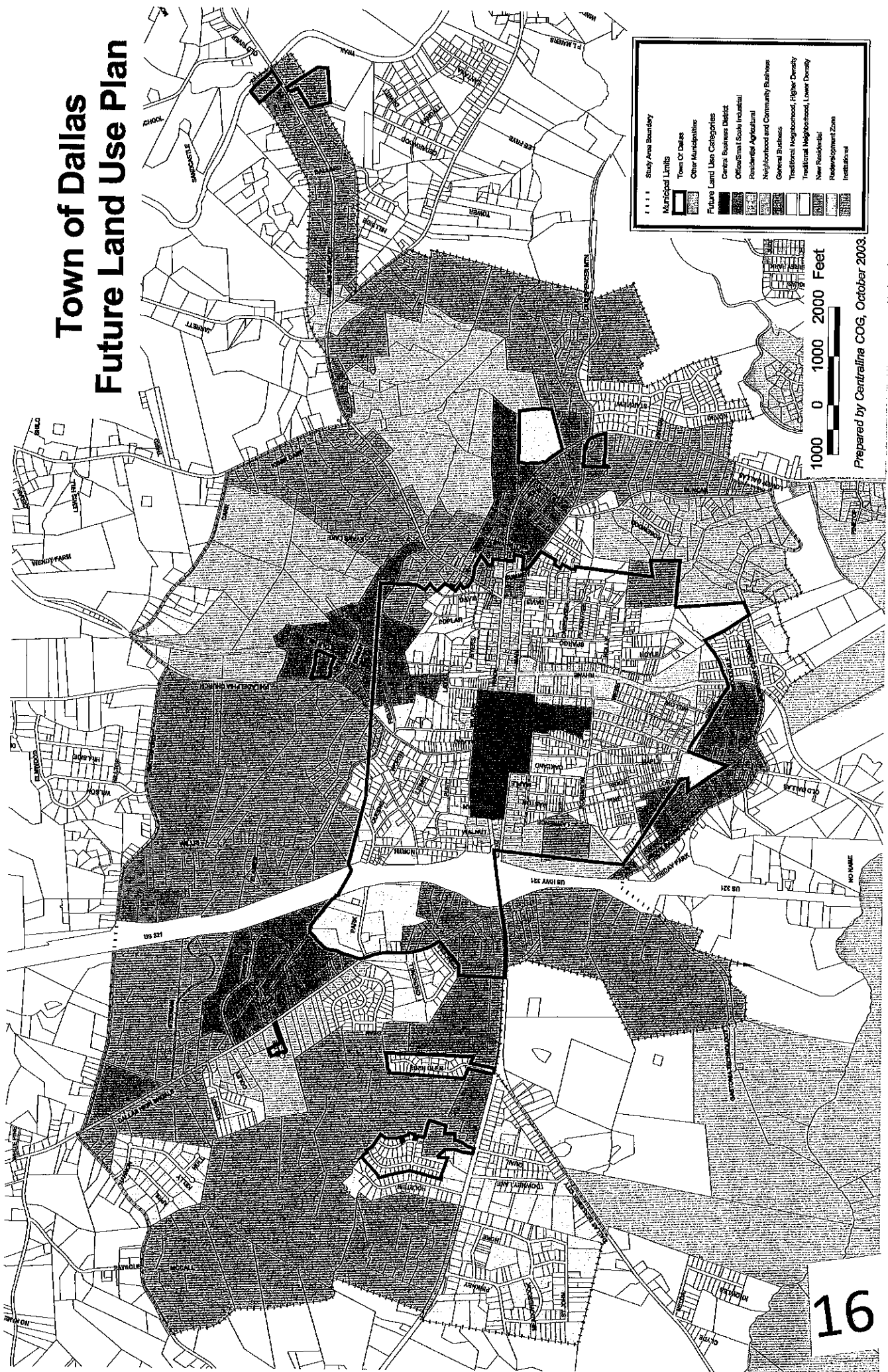
20' TOWNHOME ELEVATIONS

- 11. General Provisions**
- These Development Standards form part of the Conditional Rezoning Plan associated with the Rezoning Petition filed by DAH Homes (the "Petitioner") to rezone the development of a portion of the site located at the intersection of Robinson Clemens Road, which is zoned RZ.02, and the Conditional Rezoning Plan (the "Site"). The Site is comprised of Parcel Numbers 171583 and 171585.
- The development of the Site shall be governed by the Rezoning Plan, these Development Standards, and the applicable provisions of the Town of Dills Code of Ordinances (the "Ordinances"). Unless the Planning Commission or the Development Standards establish more stringent standards, the rezoning standards shall be the minimum standards for all future development and improvements on the Site. Accordingly, the rezoning standards shall be subject to the terms of the Development Standards and the Ordinances, and subject to other alterations or modifications during the design, development and construction of the Site.
- 12. Permitted Uses and Maximum Development**
- The Site may be developed with up to 60 single-family attached dwellings, together with any incidental and accessory uses related thereto that are allowed in the RZ.02 Zoning District.
- 13. Encroachments**
- a) Visitor access will be as generally depicted on the Conditional Rezoning Plan. The placement of any encroachments shall be subject to the Conditional Rezoning Plan in subject to any minor modifications required to accommodate the site and construction plans and design and as may be required by the Town of Dills for approval.
- b) As depicted on the Conditional Rezoning Plan, the Site will be served by public streets.
- c) The Petitioner shall provide a minimum of two wide sidewalks along the western side of Robinson Clemens Road. Sidewalks, Curbs and Road is a NCDOT maintained street, a top in the Site shall be available for the installation of the sidewalk and curb and gutter along the Site frontage.
- d) Drains shall be installed to provide adequate drainage throughout the Site.
- e) The Petitioner shall indicate a 20' fire driveway easement and construct an 8' foot natural path easement along the eastern boundary of the Conditional Rezoning Plan as a potential pedestrian connection to the existing park.
- f) Traffic regulations and signs per 153.02(2)(b) will be provided as part of the Construction Documents.

- 14. Architectural Standards**
- a) The building materials used on the principal dwelling constructed on Site will be a combination of portions of the following: brick, stone, granite stone, concrete, synthetic stone, stucco, or other natural materials, terra cotta, or other high quality materials.
- The building materials used on the three-story of the principal dwelling, facing a public street, shall incorporate brick, stone, granite stone, concrete, or synthetic stone masonry.
- b) When vinyl siding is used as a building material, on the principal dwelling, the minimum thickness of the proposed vinyl will be a minimum of .042 inches.
- 15. Open Space, Streetscape and Landscaping**
- a) The Petitioner shall provide approximately 7.15 acres or 46.7% of the site area as open space. The open space shall be generally depicted on the Conditional Rezoning Plan. Approximately 4.65 acres of the open space shall be landscaped with trees and shrubs. The trees shall be a minimum of 12 inches in diameter, approximately 12 feet tall, and spaced at a minimum of 25 feet by 25 feet as shown on the site plan.
- b) The Petitioner shall provide approximately 2.5 acres or 17.5% of the site area as tree area as shown on the site plan. The tree area shall be generally depicted on the Conditional Rezoning Plan. The tree area shall be landscaped with trees and shrubs. The trees shall be a minimum of 12 inches in diameter, approximately 12 feet tall, and spaced at a minimum of 25 feet by 25 feet as shown on the site plan.
- c) The Petitioner shall provide approximately 1.0 acre or 7.0% of the site area as tree area as shown on the site plan. The tree area shall be generally depicted on the Conditional Rezoning Plan. The tree area shall be landscaped with trees and shrubs. The trees shall be a minimum of 12 inches in diameter, approximately 12 feet tall, and spaced at a minimum of 25 feet by 25 feet as shown on the site plan.
- d) Proposed single-family detached dwellings shall have a minimum of 100 square feet of open space. No property will face Robinson Clemens Road or adjacent streets.

- 16. Environmental Features**
- The design, siting, and type of storm water management systems depicted on the Conditional Rezoning Plan are subject to review and approval as part of the full development plan submitted for final approval with this rezoning. Adjustments may be necessary in order to comply with the requirements of the Ordinance and applicable regulatory agencies. All storm water management systems will be designed to meet requirements.
- 17. Utilities**
- Existing utility easements located on the Site (including power, sewerage, lighting, gas, and telecommunications) shall be maintained and any necessary adjustments shall be fully coordinated with the utility owners. No utility easements shall be located on the Site, nor any property line of the Site.

Town of Dallas Future Land Use Plan



TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Rezoning Request Z-2023-03

AGENDA ITEM NO. 3B

MEETING DATE: 04/30/2024

BACKGROUND INFORMATION:

Jeremy and Michele Falls have submitted a conventional rezoning petition to rezone parcels 170054 and 169873 from Residential R-6 to Industrial I-2. Only a small portion of the properties is located within the Town Limits. Parcel 170054 has split zoning and is currently both R-6 and I-2 within the Town.

At the meeting on March 21st, the Planning Board voted to send a recommendation to the Board of Aldermen to approve the rezoning request, along with statements of consistency and reasonableness for the rezoning.

All supporting documentation for the application is attached, including minutes from the Planning Board meeting, and consistency and reasonableness statements.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

Town of Dallas Zoning Map Amendment (Rezoning) Application

Physical Property Address 122 Eason Rd and 204 Eason Rd Dallas, NC 28034

Tax Parcel Number 170054, 169873 Lot Size 44.71 acres

Current Zoning I-2 & R-6

Requested Zoning I2

Conventional Conditional

Property Owner(s) Jeremy & Michele Falls

Owners Address 1006 Kiser Dairy Rd Dallas, NC 28034

Phone Number 704-363-5909
(attach separate sheet if necessary)

Email Address jfalls_chg@bellsouth.net

If different than owner:

Applicant Name _____

Applicant Address _____

Phone Number _____

Email Address _____

(attach separate sheet if necessary)

Signature of Applicant J Falls

Signature of Owner J Falls Michele Falls

Staff Only:

Date of completed application _____

Received by _____

Planning Board Meeting Date _____

Public Hearing Meeting Date _____

November 17, 2023

Town of Dallas
Developmental Services Department
210 N. Holland St
Dallas, NC 28034

Developmental Services Department,

We are requesting the rezoning of Parcels 170054 & 169873. The majority of this property is zoned I-2. We are requesting that the portion of this property that is currently zoned R-6 be rezoned to I-2 for warehouses.

Thank you,

A handwritten signature in black ink, appearing to read "Michele Falls". The signature is written in a cursive style with a large initial "M".

Jeremy Falls

Michele Falls

Adjacent Property Owner List

Daniel P Hood- 516 N. Hill St Dallas, NC 28034 PID 227122

Randy Hayes- 680 Northbrook III School Rd Vale, NC 28168 PID 131796

Gastonia Associates, LLC- 400 E. Fields St Dallas, NC 28034 PID 170048

HDP Davis Hills, LLC- 212 S. Tryon St. Ste 1000 Charlotte, NC 28281 PID 310917

Lewis Friday- 1121 Philadelphia Church Rd Dallas, NC 28034 PID 169872

Larry Jenkins, Dean Jenkins, & Gloria Payne- C/O Edna Jenkins 150 Mountain View Rd Bessemer City, NC 28016 PID 171319

Danny Warren, Dean Warren, & Rondale Louise- 1006 Bud Jenkins Dr Dallas, NC 28034 PID 171321

Linda Jenkins- 1014 Bud Jenkins Dr Dallas, NC 28034 PID 171324

Billy Jenkins- PO Box 115 Dallas, NC PID 171323

Staff Report

Zoning Map Amendment Petition: Z-2023-03

Applicant: Jeremy & Michelle Falls

Authorized Agent: Jeremy & Michelle Falls

Property: Parcels 170054 & 169873

Owner: Jeremy & Michelle Falls

Current Zoning District:

Requested Zoning District:

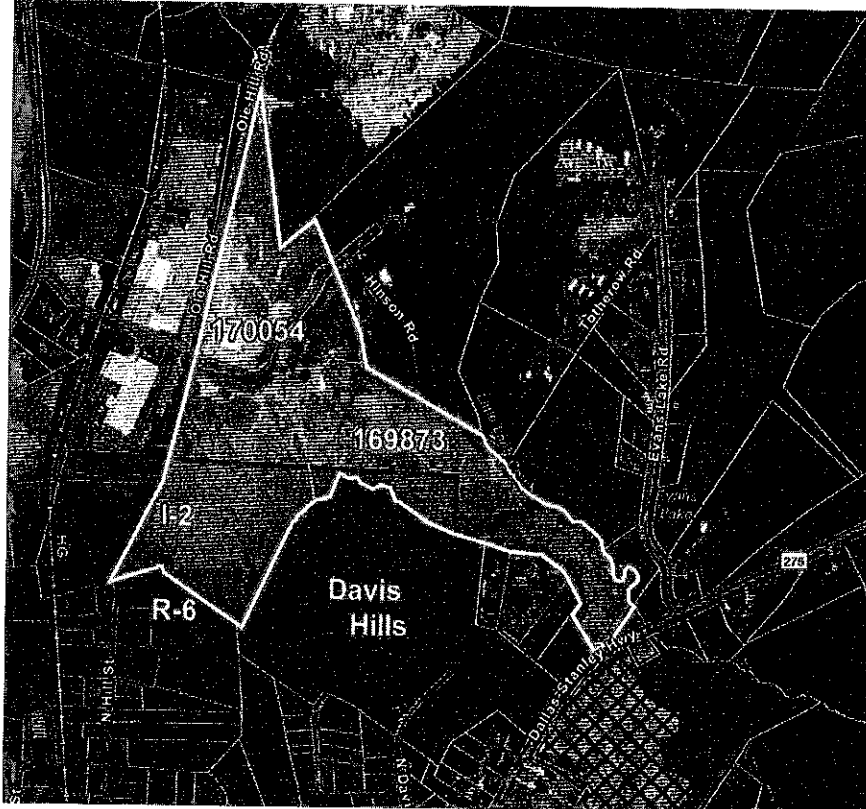
I-2/R-6
Front/Rear Setbacks 25 feet
Side Setbacks 6 feet
Minimum Lot Area 6,000 sq feet
Minimum Lot Width 60 feet

I-2
Front/Rear Setbacks 30/20 feet
Side Setbacks 8 feet
Minimum Lot Area ---
Minimum Lot Width ---

Proposed Zoning Map Amendment: Jeremy Falls has submitted a conventional rezoning request to rezone two properties from split I-2/R-6 zoning to Industrial I-2.

General Location: The subject properties are located in the northern part of the Town. Both parcels are partially within the Town Limits and partially located solely in Gaston County. The primary access point for parcel 170054 is off Eason Road, and parcel 169873 has road frontage along Dallas Stanley Highway, north of the Davis Hills entrances. The site is bordered by industrial property to the north and west, residential R-6 to the south, and CD-R-6, the Davis Hills community, to the east.

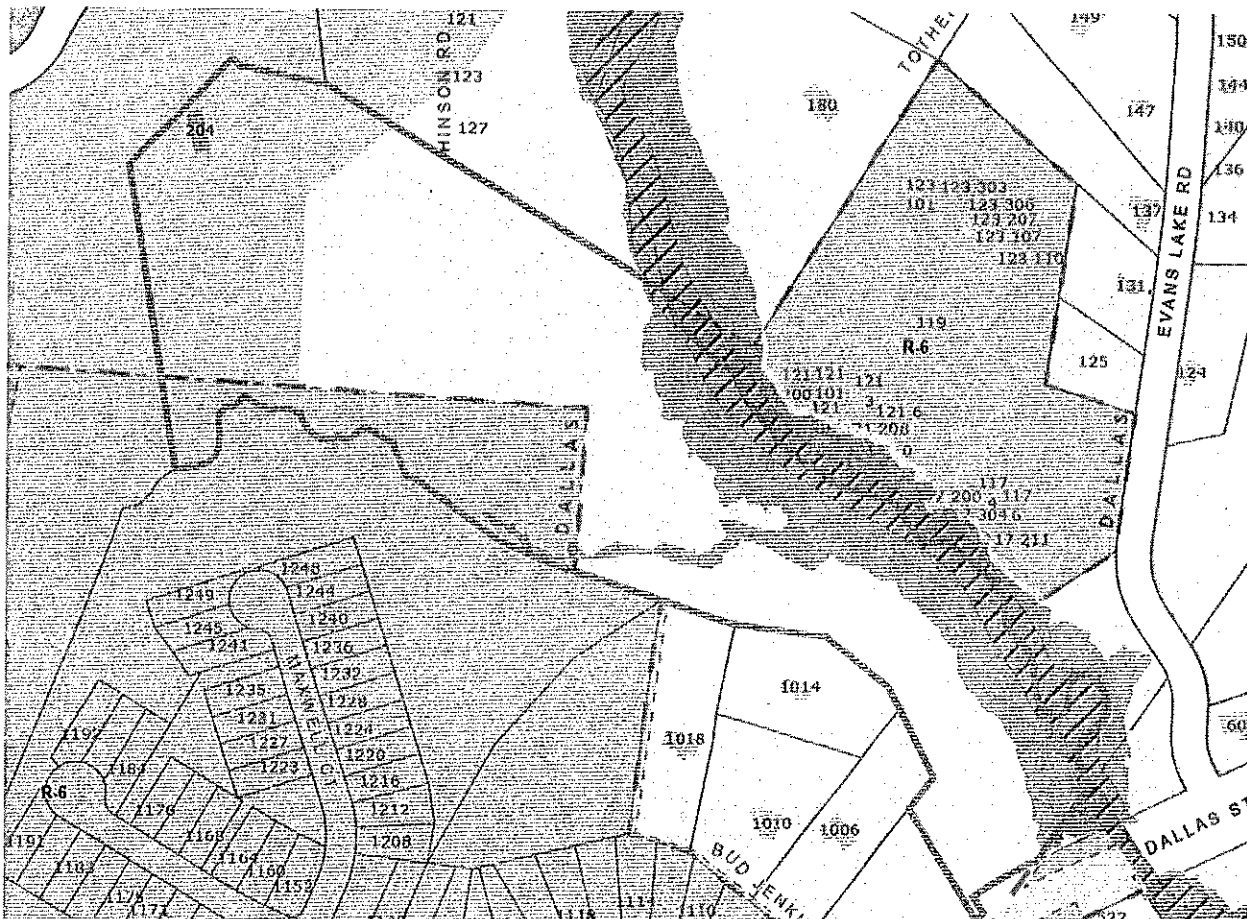
Area Zoning Map



Staff Analysis: The majority of these properties are located outside of the Town Limits and regulated by the Gaston County UDO. The area of parcel 170054 outside Town Limits is located entirely within Gaston County's Industrial I-2 District. Of the parcel's 27.49 acres, approximately 10.57 acres are within the Town Limits. This area is split between the Town's Industrial I-2 District and Residential R-6. The request to change the R-6 zoning to I-2 would make the zoning district and allowable uses uniform throughout the entire property.

Regarding parcel 169873, only 2.12 acres of the total 17.22 acres are within the Town Limits. This area is currently zoned entirely R-6, and located on the western portion of the property. The parcel's area subject to Gaston County's UDO has Industrial I-2 zoning on the western portion, and Residential R-1 on the eastern portion. Although the area requested for rezoning is immediately adjacent to the Davis Hills Subdivision project to the south, the community's common open space provides a buffer between the residential lots and the subject properties. This request if approved will expand the established industrial districts along Eason Road and Ole Hill Road.

Floodplain Coverage

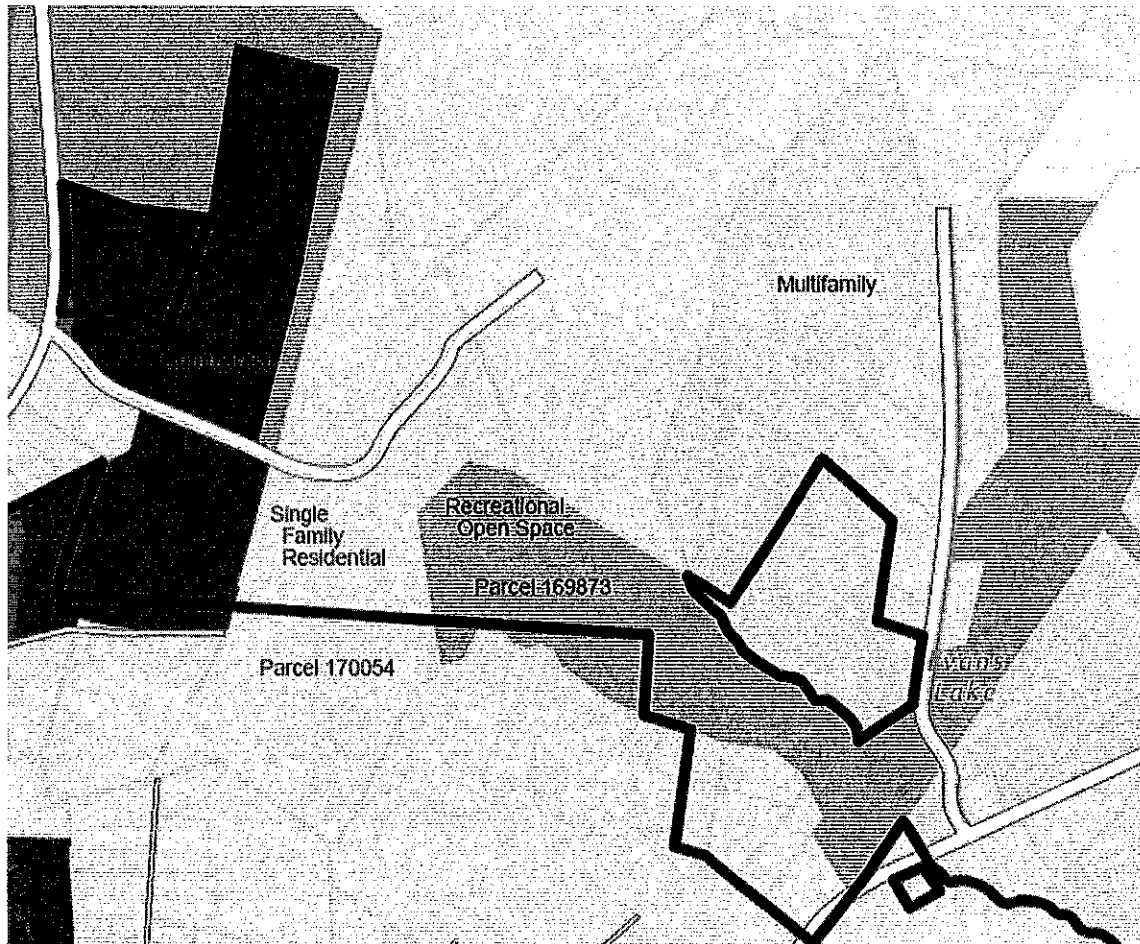


Although parcel 169873 has significant floodplain coverage along the east and south boundaries, there is minimal Special Flood Hazard Area coverage within the Town's jurisdiction.

These properties are located within the north side of town and sewer service and available capacity is dependent on the Dallas Stanley pump station.

Comprehensive Land Use Plan: The proposed rezoning is technically inconsistent with the Town's adopted 2030 Comprehensive Land Use Plan. According to the 2030 Future Land Use Map, Parcel 170054 is expected to become Single Family Residential, and Parcel 169873 is expected to become Recreational Open Space. However, the current use of the properties and the immediate surroundings are industrial and manufacturing. The expectation these uses will expand to incorporate more of the subject properties is reasonable. The likelihood of the portions of either property within the Town becoming single family residential or recreational open space is unlikely.

Future Land Use Map 1



Staff Recommendation: Given the existing industrial uses in the area, including portions of the subject properties, the proposed rezoning to I-2 is the best move forward for the development of these properties. Although inconsistent with the 2030 Comprehensive Land Use Plan, staff recommends approving the request based on current uses and potential growth.

STATEMENTS OF CONSISTENCY AND REASONABLENESS ~~FOR~~ ZONING MAP AMENDMENT

The proposed rezoning of parcels 170059 and 169873 is technically inconsistent with the 2030 Comprehensive Land Use Plan. These properties are designated on the Future Land Use Map as Single Family Residential and Recreational Open Space. However, current uses and future development trends promote more industrial uses, and to allow expansion and development this request is reasonable and in the best interest of the public.

STATEMENTS OF CONSISTENCY AND REASONABLENESS ~~AGAINST~~ ZONING MAP AMENDMENT

The proposed rezoning of parcels 170059 and 169873 is technically inconsistent with the 2030 Comprehensive Land Use Plan. These properties are designated on the Future Land Use Map as Single Family Residential and Recreational Open Space. Residential uses are to the south, and there is floodplain coverage to the east discouraging heavy development. Therefore this request is unreasonable and not in the best interest of the public.

Statement Adopted: _____

Curtis Wilson, Chairman

Date

**Minutes
Town of Dallas
Planning Board
Meeting of March 21st, 2024**

The meeting was called to order at 6:30 pm by Chairman Wilson.

Chairman Wilson led the invocation and Pledge of Allegiance.

Members present: Curtis Wilson – Chairman, Glenn Bratton – Co-Chairman, Reid Simms, Troy Traversie, Thomas Smith, Gene Brown, and John O’Daly.

Also present: Lindsey Tysinger – Planner

Approval of Agenda: A motion was made to approve the agenda by Bratton, seconded by Smith, and the motion passed unanimously.

Approval of Minutes: A motion was made to approve the January 18th, 2024 minutes with corrections by Smith, seconded by O’Daly, and the motion passed unanimously.

New Business: No new business at this time.

Old Business: 8A- Cont. Falls Rezoning / Z-2023-03

- **Rezoning Z-2023-03:** The Falls Rezoning was continued during the January 18th Planning Board meeting due to lack of requirements met. Chairman Wilson discussed the action item and asked if the neighbors have been notified, Tysinger responded yes, letters were sent out and neighbors were notified of the rezoning. A motion was made to approve the agenda by Bratton, seconded by Smith, and the motion passed unanimously. Chairman Wilson read the Consistency Statement. Co-Chairman Bratton made the motion to amend the ‘For’ Consistency Statement, seconded by Smith, and the motion passed unanimously.

STATEMENTS OF CONSISTENCY AND REASONABLENESS FOR ZONING MAP AMENDMENT

The proposed rezoning of parcels 170059 and 169873 is technically inconsistent with the 2030 Comprehensive Land Use Plan. These properties are designated on the Future Land Use Map as Single Family Residential and Recreational Open Space. However, current uses and future development trends promote more industrial uses, and to allow expansion and development this request is reasonable and in the best interest of the public.

Staff Report

Wilson asked Tysinger if there was anything for the Staff Report, Tysinger responded that the UDO Draft was sent to staff on March 8th and is currently be reviewed. Also hired a Development Service Director and would send an email to the Planning Board regarding details pertaining to the new Director.

Adjournment

Having no further business, a motion to adjourn was made by Bratton, seconded by Smith, and the motion passed unanimously. The meeting adjourned at 6:36pm for the Planning Board meeting and would continue into the Board of Adjustment Meeting.

Lindsey Tysinger, Planner

Curtis Wilson, Chairman

DRAFT

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Consideration of Making Dallas Ball Fields Non-Smoking

AGENDA ITEM NO. 3C

MEETING DATE: 04/30/2024

BACKGROUND INFORMATION:

Mayor Beaty has requested a discussion concerning posting non-smoking signs or having a designated non-smoking area at the Dallas baseball fields.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Closing Streets During the June 8th Concert

AGENDA ITEM NO. 3D

MEETING DATE: 04/30/2024

BACKGROUND INFORMATION:

The Parks and Recreation Director, Alex Wallace, has requested a discussion concerning closing Main Street, next to the Museum, and Holland Street during the June 8th Concert for making room for 6 Food Trucks.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Drafts for Training Repayment/Employment Agreements for Police Department New Hires

AGENDA ITEM NO. 3E

MEETING DATE: 04/30/2024

BACKGROUND INFORMATION:

Chief Walls has submitted drafts for approval by the Board for new hires for the Police Department regarding training re-payment agreements and employment contracts. Both drafts are attached for discussion.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:



Dallas Police Department

207 W. Church Street
Dallas, N.C. 28034
Telephone Number: (704) 922-3116
Fax Number: (704) 922-4221



R.W. Walls
Chief of Police

TRAINING REPAYMENT AGREEMENT

This Training Repayment Agreement is made and entered this _____ day of _____, 20____ by and between the Town of Dallas and _____, employee of the Dallas Police Department.

Whereas, Employee desires to be employed by the Dallas Police Department as a sworn law enforcement officer and the Dallas Police Department desires to pursue further training of the employee as a sworn law enforcement officer; and

Whereas, as a condition precedent the Employee must successfully complete the North Carolina Basic Law Enforcement Training (BLET) course in order to be certified by the State of North Carolina as a sworn law enforcement officer.

Now, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. The Dallas Police Department and said parties agree that the Town of Dallas will pay cost of the BLET program up to a maximum, of \$6,000.
2. The Employee agrees, subject to the condition set out below, that if his or her employment with the Dallas Police Department and the Town of Dallas ceases after he or she is certified as a sworn law enforcement officer, that it receives his or her BLET certificate, he or she will reimburse the Town of Dallas for costs associated with the Employee's attendance of BLET as follows:

- a. If the employment ceases within the first year of certification, the Employee will pay the Town of Dallas the sum of Six Thousand and no/100 Dollars (\$6,000).
- b. If the employee ceases within the second year after certification, the Employee will pay the Town of Dallas the sum of Four Thousand and no/100 Dollars (\$4,000).
- c. If the employment ceases within the third year after certification, the Employee will pay the Town of Dallas the sum of Two Thousand and no/100 Dollars (\$2,000).
- d. If employment does not cease within the first three years after certification, Employee shall have no obligation of reimbursement whatsoever for the cost of his or her BLET program.
- e. If the employee fails to complete the BLET program, all cost incurred by the Town of Dallas are the responsibility of the employee and are due and payable.

For the Purposes of this agreement only, cessation of employment is defined as a voluntary cessation/resignation or end of employment by the Employee, save and except for a voluntary end or cessation if employment due to death or disability. If the employment ceases due to action by the Dallas Police Department or the Town of Dallas, the employee shall have no obligation to reimburse the Town of Dallas under this Agreement.

3. The Employee agrees to pay any sum due under this Agreement immediately after the sum becomes due. Sums due begin to accrue and become due and payable beginning from the day of cessation of employment/date of resignation. For any amount not so paid, Employee hereby specifically authorizes and consents for the Town of Dallas to deduct said amount from his or her final wages/paychecks, to the fullest extent allowed by law, together with interest at the legal rate (8%). This may also be escrowed by way of debt set off or civil action.

4. This Agreement is not, and shall not be deemed to be, a contract of employment between the parties. The Employee acknowledges and agrees that his or her employment with the Dallas Police Department and Town of Dallas is terminable at will, such that her or she serves the pleasure of the Chief.

5. The Agreement is the entire agreement between the parties as to the Subject matter contained within the four corners herein and may not be amended, modified, altered or changed except by mutual written agreement executed under the same formalities as this document.

6. This Agreement shall be governed by the construed according to the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first above written.

Employee

(Seal)

Town Clerk

NORTH CAROLINA

GASTON COUNTY

CONTRACT FOR EMPLOYMENT

THIS AGREEMENT, MADE AND ENTERED INTO, THIS _____ DAY OF _____

2024 by and between the TOWN OF DALLAS, NORTH CAROLINA, hereinafter referred to as "TOWN"; and _____, hereinafter referred to as

"PROSPECTIVE EMPLOYEE";

WITNESSETH;

THAT WHEREAS, the TOWN is desirous of having the PROSEPECTIVE EMPLOYEE to become an employee of it, working in the capacity as a police officer with the Police Department for the Town of Dallas, North Carolina;

THAT WHEREAS FURTHER, it is the desire of the part of the PROSEPECTIVE EMPLOYEE, to accept such employment;

THAT WHEREAS FURTHER, it is understood by the PROSPECTIVE EMPLOYEE that there may be necessary expenditures for the training and education of the PROSEPECTIVE EMPLOYEE in order that such PROSPECTIVE EMPLOYEE might be properly trained and receive such certification and instruction as will be necessary in the performing the duties and tasks assigned as a police officer with the Town of Dallas. That such expenses will be expenses and charges paid by the TOWN on behalf of the PROSEPECTIVE EMPLOYEE in order to receive appropriate training, instruction and certification;

THAT WHEREAS FURTHER, the TOWN will be desiring the services of the PROSPECTIVE EMPLOYEE for a length of time, so that it may make the expenditures as aforementioned and receive some benefit by reason of having made such expenditures.

THAT FOR AND IN CONSIDERATION of the TOWN providing payment of expenses necessary for training, education, instruction, certification and a salary of the PROSEPECTIVE EMPLOYEE, THE PROSPECTIVE EMPLOYEE does agree as follows:

1. That if the PROSPECTIVE EMPLOYEE shall not complete the training, instruction and certification or after receiving such, and does not become an employee as a sworn police officer of the TOWN, the PROSPECTIVE EMPLOYEE shall fully reimburse the TOWN for such expenditures made on the PROSPECTIVE EMPLOYEE'S behalf as mentioned above.

2. That if the PROSPECTIVE EMPLOYEE should voluntarily leave the employment with the Town of Dallas, North Carolina, sooner than three (3) years from the date of hire, then the PROSPECTIVE EMPLOYEE shall be obligated to reimburse and pay to the Town of Dallas, a sum which shall equal the cost of training, education, instruction, certification and the previous salary paid which was received by the PROSPECTIVE EMPLOYEE, from the time of hire up until the PROSPECTIVE EMPLOYEE decides to leave employment within the three (3) years of employment. After three years of employment with the Town, the PROSPECTIVE EMPLOYEE may leave the Town having fulfilled this contract, without having to reimburse the items back to the Town as stated above.

IN WITNESS WHEREOF, this Agreement has been executed by the authorized representative of the TOWN and by the PROSPECTIVE EMPLOYEE.

TOWN OF DALLAS, NORTH CAROLINA

BY: _____

Hayley Beaty, MAYOR

TOWN OF DALLAS, North Carolina

Attest:

CITY CLERK

PROSPECTIVE EMPLOYEE

WITNESS:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Draft Budget Discussion for FY 2024-2025

AGENDA ITEM NO. 3F

MEETING DATE: 04/30/2024

BACKGROUND INFORMATION:

A Strategic Planning meeting was held on January 22, 2024 to determine priorities for the upcoming Fiscal Year 2024/2025 budget preparation. Based on the discussion at the Strategic Planning meeting, Staff has prepared a rough draft to be reviewed.

This discussion will center on priorities in the development of the Fiscal Year 2024/2025 Budget.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

TOWN OF DALLAS, NORTH CAROLINA

REQUEST FOR BOARD ACTION

DESCRIPTION: Offers for Purchase of 208 N. Holland Street

AGENDA ITEM NO. 3G

MEETING DATE: 04/30/2024

BACKGROUND INFORMATION:

The Town has received two offers for the property of 208 N. Holland Street. Both offers are attached for discussion.

MANAGER RECOMMENDATION:

BOARD ACTION TAKEN:

Offer to Purchase Real Estate

THIS OFFER TO PURCHASE REAL ESTATE (the "Offer")
IS MADE BY:

Juan Carlos Esquivel of 2900 Tall Oaks Di, Dallas, NC
28034, USA (the "Buyer")

OF THE FIRST PART

- TO -

Town of Dallas of 210 N Holland St, Dallas, NC
28034, USA (the "Seller")

OF THE SECOND PART

Background

The Buyer wishes to submit an offer to purchase a certain completed home from the Seller under the terms stated below.

IN CONSIDERATION OF and as a condition of the Seller selling the Property and the Buyer purchasing the Property (collectively the "Parties") and other valuable consideration the receipt of which is hereby acknowledged, the Parties to this Offer to Purchase Real Estate agree as follows:

Real Property

1. The Property is located at 208 N Holland St, Dallas, NC 28034, USA. Further details describing the land description can be found attached to this Offer. All Property included within this Offer is referred to as the "Property".

2. Sales Price

The total purchase price of \$60,000.00 (the "Purchase Price") that is to be paid for the Property by the Buyer is payable as follows:

- a. The initial earnest money deposit (the "Deposit") accompanying this offer is \$3,000
- The Deposit will be paid by certified check on or before May 15, 2024. The Deposit will be held in escrow by Town of Dallas until the sale is closed, at which time this money will be credited to the Buyer, or until this Offer is otherwise terminated; and
- b. The balance of the Purchase Price will be paid in cash or equivalent in financing at closing unless otherwise provided in this Offer. The balance will be subject to adjustments.

3. Return of Deposit

Town of Dallas will return the Deposit to the Buyer if the Offer is rejected or expires prior to acceptance.

4. Closing & Possession

The Closing Date will be on or be prior to May 31, 2024 or at such other time agreed by the Parties, at which point the Buyer will take possession of the Property.

Notices

5. All notices pursuant to this Offer must be written and signed by the respective party or its agent and all such correspondence will be effective upon it being mailed with return receipt requested, hand-delivered, or emailed as follows

Buyer Name: Juan Carlos Esquivel
Address: 2900 Tall Oaks Dr, Dallas, NC
28034, USA

Phone: 704-492-8505

Email: jcompapi@yahoo.com

Seller Name: Town of Dallas

Address: 210 N Holland St, Dallas,
NC 28034, USA

Phone: _____

Email _____

6. Severability

If any term or provision of this Offer will, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Offer will not be affected and each unaffected term and provision of this Offer will remain valid and be enforceable to the fullest extent permitted by law.

7. Interpretation

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Offer. Words in the singular mean and include the plural and vice versa. Words in the masculine gender mean and include the feminine gender and vice versa. Words importing persons include firms and corporations and vice versa.

8. Time of Essence

Time is of the essence in this Offer. Every calendar day except Saturday, Sunday, or a US national holiday will be deemed a business day and all relevant time periods in this Offer will be calculated in business days.

Performance will be due the next business day if any deadline falls on a Saturday, Sunday, or a US national holiday. A business day ends at 5:00 p.m. local time in the time zone in which the Property is situated.

Buyer's Offer

This is an offer to purchase the Property on the above terms and conditions. The Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to acceptance by the Seller. If the Seller does not accept this offer from the Buyer by May 31, 2024, this offer will lapse and become of no force or effect.

Date: 4/25/2024

Buyer's Signature: _____

Phone 704-492-

Buyer's Name: Juan Carlos Esquivel

Social Security #:

Seller's Acceptance/ Counteroffer/ Rejection

_____ Acceptance of offer to purchase: The Seller accepts the foregoing offer on the terms and conditions specified above, and agrees to convey the Property to the buyer

Signature _____

Date _____

Time _____

_____Counteroffer: The Seller presents for the Buyer's Acceptance the terms of the Buyer's offer subject to the exceptions or modifications as specified in the attached addendum.

Seller's Signature _____

Date _____

Time _____

_____Rejection: The Seller rejects the foregoing offer.

Seller's Signature _____

Date _____

Time _____

Date:

Seller's Name: Town of Dallas

Address: 210 N Holland St, Dallas, NC 28034, USA



AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

Oriel Properties and Investments, Inc. a(n) ("Buyer"), and (individual or State of formation and type of entity)

Town of Dallas a(n) ("Seller"). (individual or State of formation and type of entity)

(NOTE: If the Buyer or Seller is an entity, in order to form a binding agreement and complete a transaction, the entities listed as Buyer or Seller in this Agreement should be validly formed and in good standing with the Secretary of State in the State of formation of the entity.)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) 208 N Holland, Dallas, NC 28034

Plat Reference: Lot(s) , Block or Section , as shown on Plat Book or Slide at Page(s) , County, consisting of acres.

If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: 224355 ; and, (ii) some or all of the Property, consisting of approximately 0.02 acres, is described in Deed Book , Page No. , Gaston County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 46,500.00 (b) "Purchase Price" shall mean the sum of Forty-Six Thousand, Five Hundred Dollars,

payable on the following terms: \$ 3,000.00 (i) "Earnest Money" shall mean Three Thousand Dollars or terms as follows:

The Earnest Money shall be deposited in escrow with Hance & Hance, P.A. (name of person/entity with whom deposited- "Escrow Agent") within five (5) calendar days of the Contract Date, to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein. Should Buyer fail to deliver the Earnest Money by the date required hereunder, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which

This form jointly approved by: North Carolina Bar Association's Real Property Section REALTOR® North Carolina Association of REALTORS®, Inc.

STANDARD FORM 580-T Revised 7/2023 © 7/2023

Buyer Initials [Signature] Seller Initials

the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ _____ (ii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of _____ Dollars

being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ 43,500.00 (iii) Cash, balance of Purchase Price, at Closing in the amount of Forty-Three Thousand, Five Hundred Dollars.

Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection with the transaction contemplated by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon obtaining or closing any loan. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Examination Period allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.)

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before 05/15/2024 (or before) or _____

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on _____

Buyer Initials DS CM Seller Initials _____

May 13, 2024

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) **"Broker(s)"** shall mean:

_____ ("Listing Agency"),
 _____ ("Listing Agent" - License # _____)
 Acting as: Seller's Agent; Dual Agent
 and **David Realty LLC** ("Selling Agency"),
 _____ **Casey Miller** ("Selling Agent" - License # **267965**)
 Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent

(g) **"Seller's Notice Address"** shall be as follows:

 e-mail address: _____ fax number: _____
 except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows:

3340 Robinwood Rd Ste 100-551, Gastonia, NC 28054

 e-mail address: **info@orielproperties.com** fax number: _____
 except as same may be changed pursuant to Section 12.

- (i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
- (j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
- (k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, and/or Exhibit C, as applicable, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration; 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 Agreement other than those fees required to be paid by Buyer in this Section 3 below, and the following:

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, 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, any costs or charges for determining restrictive covenant

Buyer Initials  Seller Initials _____
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 © 7/2023

compliance, and the following:

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) 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; and (2) 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. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer

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shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants that, as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**. Unless written consent is given by Buyer, Seller will not enter in to any Lease affecting the Property nor terminate any Lease in Exhibit C during the effectiveness of this Agreement. Buyer agrees to take no action which would affect any lease in Exhibit C prior to Closing;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.

(e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the

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Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money 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 is holding the Earnest Money, 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.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on **Exhibit B** and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on **Exhibit A**, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) 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 mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via

Buyer Initials DS CM Seller Initials _____ Page 6 of 9

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© 7/2023

facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge/Assessments:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

Note: For purposes of this Agreement: (i) a "special assessment" is defined as 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; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

(c) **Owners' Association:** If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. 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 foregoing items affecting the Property, including any amendments thereto.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Buyer Initials DS CM Seller Initials _____

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on **Exhibit B**.

Section 19. 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. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

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.

BUYER:

Individual

Date: _____

Date: _____

SELLER:

Individual

Date: _____

Date: _____

Buyer Initials DS CM Seller Initials _____

Business Entity

Oriel Properties and Investments, Inc.

(Name of Entity)

By: 

D1EE81CB8D6842D...

Name: Casey Miller

Title: President

Date: 4/24/2024

Business Entity

Town of Dallas

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent'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 agent'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 closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent'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 agent'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 agent'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 agent's office, your real estate agent or anyone else.

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

(Name of Escrow Agent)

Date: _____

By: _____

Escrow Agent's contact/notice information is as follows:

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.