

## MINUTES FOR BOARD OF ALDERMEN MEETING

April 12, 2022

6:00 PM

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

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

Mayor Coleman called the meeting to order at 6:00pm.

Mayor Coleman opened with the Invocation and the Pledge of Allegiance to the Flag.

### **Approval of Agenda:**

Alderman Cearley motioned to set the agenda, seconded by Alderwoman Morrow, and carried unanimously.

### **Approval of Minutes:**

Alderman Milton motioned to approve the minutes from the March 8th Regular Board of Aldermen Meeting, as well as the minutes from the March 22nd Work Session. Alderman Martin seconded this motion and it was carried unanimously.

### **Recognition of Citizens:**

The Mayor opened the floor to the Recognition of Citizens.

Glenn Ratton of 405 S. Rhyne Street announced he is running for the Gaston County School Board to represent the Town of Dallas on November 8<sup>th</sup> of this year.

Annette Carter of 461 Thornburg Road acknowledged the Electric Department for all their hard work on her property.

Mike Fields of 1333 Philadelphia Church Road congratulated Fire Chief Withers for his recognition from the North Carolina Fire Fighters Association and he thanked all the Town departments for their hard work during the winter months.

Curtis Wilson of 438 S. Gaston Street prayed over the Board of Alderman meeting.

### **Consent Agenda:**

#### *Item 5A Budget Amendment for Employee Bonuses*

At the March 22, 2022 Work Session, a discussion was held concerning providing a bonus to employees in recognition of their consistent exemplary performance during the past two years of

pandemic conditions and acknowledges the current hardships being experienced due to inflation. During this time period of extraordinary circumstances, Town employees have continued to perform outstanding service to the Dallas community with no reduction in services provided. The bonus amounts would be \$1,200 for full time employees and \$400 for permanent part time employees. Attached is a budget amendment appropriating funds, as this action was not budgeted in the current FY2021/22 budget. The total cost, including fringes, is \$86,917 distributed across all four major funds proportionally. Once approved, the bonuses would be distributed within one week (Exhibit 5A, 1-3).

*Item 5B Budget Amendment for Coal Ash Recovery*

Coal Ash Recovery costs are trending higher than originally budgeted for FY2021/22, due to a change from Duke Energy. In order to properly appropriated for anticipated costs through the remainder of this fiscal year, a budget amendment is needed. Attached is the budget amendment appropriating funds to cover anticipated Coal Ash Recovery costs through June 30, 2022 (Exhibit 5B-1).

*Item 5C Audit Contract Approval for FY2021-22 Fiscal Year*

Lowdermilk Church & Co. have conducted the past eight years' audits. It is the recommendation of Staff to contract with Lowdermilk Church & Co. for the FY2021-22 annual audit. The contract outlines that they will conduct the audit for \$27,300 for all services. This reflects a \$1,300 increase from last year's cost. The cost increase reflects additional services required for Other Post-Employment Benefits (OPEB) and for Federal and State awards. For comparison, the last audit conducted by Collis and Associates for FY2012-13 cost the Town \$26,500 for the same services, so this is first audit to be conducted by Lowdermilk Church to have reached the threshold paid in 2013. The NC Local Government Commission division of the State Treasurer's Office requires that the Town approve this contract first before submitting to their office for final approval (Exhibit 5C, 1-20).

*Item 5D Lineworker Appreciation Days 2022*

On April 15, 2015, the North Carolina General Assembly ratified House Bill 140, which designates the second Monday in April of each year as Lineman Appreciation Day in North Carolina. Subsequently, on January 3, 2017, the 115<sup>th</sup> Congress of the United States adopted House Resolution 10 recognizing lineworkers, the profession of lineworkers, the contributions made by the profession to protect public safety, and expressing support the designation of April 18 as National Lineman Appreciation Day. Attached is a resolution expressing appreciation for the lineworkers of the Town of Dallas, as well as all those in the profession; and recognizing Lineworker Appreciation Days in April 2022 (Exhibit 5D-1).

Alderman Withers made a motion to approve all items in the Consent Agenda, seconded by Alderman Milton, and carried unanimously.

**Public Hearings:**

Alderwoman Morrow made a motion to go into a Public Hearing, seconded by Alderman Cearley, and carried unanimously.

*6A Economic Development Agreement/Sale of Property-642 W. Carpenter St.*

At the March ,2022 Board of Aldermen Meeting, the Board unanimously adopted a resolution designating 5.25 acres of Town-owned property for economic development purposes, pursuant to NCGS §158-7.1. Pursuant to NCGS §158-7.1, the Town and Gaston Aquatics, Inc. may enter into an Economic Development Agreement as part of the sale of the property located at 642 W. Carpenter St. The proposed Economic Development Agreement and General Warranty Deed are provided in the agenda packet. A resolution authorizing the sale of 642 W. Carpenter St. and authorizing and implementing the Economic Development Agreement is also included (Exhibit 6A, 1-22).

Donna Taylor, President of Gaston Aquatics, gave a presentation describing the different aspects of the potential new center and explaining the different ways that bringing the Aquatic Center to this area could make a positive impact, economically and socially.

Annette Carter of 461 Thornburg Road, spoke in favor of the new Aquatic Center.

The Board discussed all the positives of selling the property and bringing the Aquatic Center to this area.

Alderwoman Morrow made a motion to go out of the Public Hearing, seconded by Alderman Martin, and carried unanimously.

Alderman Withers made a motion to approve the sale of the property with the Resolution, seconded by Alderman Cearley, and carried unanimously.

**Old Business:**

There was no old business at this time.

**New Business:**

*Item 8A Special Events Request- Dallas Minister's Association*

A Special Events Application has been received from the Dallas Minister's Association to hold a National Day of Prayer event on Thursday, May 5, 2022 from 11:30 am to 12:30 pm at the Court Square. The event would be open to the public and would include speakers. The purpose of the event is to participate in the national event of prayer for our nation and its leaders. They are requesting 1 trash receptacle and use of power for amplified sound. There are no road closures requested. Attendance is estimated to be approximately 75. The application is attached for review (Exhibit 8A, 1-7).

Alderman Withers made a motion to approve the event request with the removal of the rental fee, seconded by Alderman Cearley, and carried unanimously.

*Item 8B Huss Annexation Petition*

Annexation Petition, 2021-06, was submitted August 5, 2021 by Todd and Gail Huss, property owners of 3615 and 3623 Dallas High Shoals Highway, Dallas, NC 28034, further identified as Gaston County Parcels #170071 and #170059. These parcels are considered contiguous. The two parcels total approximately 2.21 acres and are currently located in Gaston County. The petitioner seeks annexation into the Town of Dallas as part of a Conditional Zoning District, CD R-5, for inclusion in a larger development, known as Summey Creek. Staff was directed to investigate the sufficiency of the annexation petition to determine if it meets the standards of NCGS §160A-31, at the September 12, 2021 Board of Aldermen Regular Meeting. The petition has been deemed sufficient and the Board shall set a public hearing date for the annexation of the property. A rezoning public hearing will follow the annexation of the property. The 2003 Future Land Use Map identifies three parcels as Neighborhood and Community Business, but abuts a large parcel currently Zoned R-5, Single Family Residential (Exhibit 8B, 1-11).

Alderman Cearley made a motion to set a Public Hearing for the May 10<sup>th</sup> Board of Alderman meeting, seconded by Alderwoman Morrow, and carried unanimously.

*Item 8C McCall Annexation Petition*

Annexation Petition, 2021-07, was submitted August 5, 2021 by Colleen McCall, property owner of 3565 Dallas High Shoals Highway, Dallas, NC 28034, further identified as Gaston County Parcel #170097. This parcel is considered contiguous. The parcel is approximately 3.82 acres and is currently located in Gaston County. The petitioner seeks annexation into the Town of Dallas as part of a Conditional Zoning District, CD R-5, for inclusion in a larger development, known as Summey Creek. Staff was directed to investigate the sufficiency of the annexation petition to determine if it meets the standards of NCGS §160A-31, at the September 12, 2021 Board of Aldermen Regular Meeting. The petition has been deemed sufficient and the Board shall set a public hearing date for the annexation of the property. A rezoning public hearing will follow the annexation of the property. The 2003 Future Land Use Map identifies three parcels as Neighborhood and Community Business, but abuts a large parcel currently Zoned R-5, Single Family Residential (Exhibit 8C, 1-8).

Alderman Milton made a motion to set a Public Hearing for the May 10<sup>th</sup> Board of Alderman meeting, seconded by Alderman Cearley, and carried unanimously.

*Item 8D Offer to Purchase Town-Owned Parcel #170058*

Shawn Santee and Todd Akers submitted an offer on behalf of Charlotte Land Group LLC to purchase a portion of Town-owned land located at 3601 Dallas High Shoals Highway, further identified as Gaston County Parcel #170058. The land consists of 11,974 square feet, or 0.2749 acres. The submitted offer is for \$5,000. The offeror intends to include this property in the larger development known as Summey Creek. Subject property would need to be recombined and rezoned to accomplish this. Town staff have previously communicated the offeror's intent to purchase this property in work session meetings. Public works and Engineering staff have stated this location will not affect the Town's ability to access and maintain the existing water tower.

If approved by the Board of Aldermen, offeror shall deposit five percent (5%) of the bid with the Town Clerk, the terms of the offer will be published under N.C.G.S. §160A-269, and be open for upset bids as outlined below:

**A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers.**

A resolution to accept the offer, along with a map and other paperwork are attached (Exhibit 8D, 1-19).

Alderman Milton made a motion to approve the sale of the property with the Resolution, seconded by Alderwoman Morrow, and carried unanimously.

**Manager's Report:**

The Town Manager gave updates on upcoming events and Holiday's at this time.

Alderwoman Morrow made a motion to adjourn, seconded by Alderman Martin, and carried unanimously (7:01).

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Rick Coleman, Mayor

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Sarah Hamrick, Town Clerk

**Town of Dallas**  
Budget Amendment

Date: April 12, 2022

Action: Admin - Employee Bonus

Purpose: To Appropriate Funds for Employee Bonuses

Number: ADM-002

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
10	3999	0000	Fund Balance Appropriated	\$342,107	\$385,573	\$43,466
10	4100	0201	Bonus	\$478	\$1,478	\$1,000
10	4100	0220	401K	\$3,104	\$3,134	\$30
10	4100	0250	FICA	\$4,403	\$4,465	\$62
10	4100	0251	Medicare	\$1,030	\$1,045	\$15
10	4100	0260	Retirement	\$7,044	\$7,112	\$68
10	4110	0201	Bonus	\$1,050	\$3,450	\$2,400
10	4110	0220	401K	\$5,411	\$5,531	\$120
10	4110	0250	FICA	\$6,709	\$6,858	\$149
10	4110	0251	Medicare	\$1,569	\$1,604	\$35
10	4110	0260	Retirement	\$12,281	\$12,553	\$272
10	5100	0201	Bonus	\$15,000	\$33,800	\$18,800
10	5100	0220	401K	\$5,782	\$5,902	\$120
10	5100	0221	Mandatory 401K	\$44,723	\$45,503	\$780
10	5100	0250	FICA	\$66,881	\$68,047	\$1,166
10	5100	0251	Medicare	\$15,642	\$15,915	\$273
10	5100	0260	Retirement	\$120,815	\$122,966	\$2,151
10	5200	0201	Bonus	\$13,000	\$13,800	\$800
10	5200	0250	FICA	\$10,335	\$10,385	\$50
10	5200	0251	Medicare	\$2,418	\$2,430	\$12
10	5600	0201	Bonus	\$3,815	\$9,695	\$5,880
10	5600	0220	401K	\$7,533	\$7,827	\$294
10	5600	0250	FICA	\$9,340	\$9,705	\$365
10	5600	0251	Medicare	\$2,185	\$2,270	\$85
10	5600	0260	Retirement	\$17,098	\$17,765	\$667
10	5700	0201	Bonus	\$1,600	\$4,000	\$2,400
10	5700	0220	401K	\$5,732	\$5,852	\$120
10	5700	0250	FICA	\$7,108	\$7,257	\$149
10	5700	0251	Medicare	\$1,663	\$1,698	\$35
10	5700	0260	Retirement	\$13,012	\$13,285	\$273

**Town of Dallas**  
**Budget Amendment**

Date: April 12, 2022Action: Admin - Employee BonusPurpose: To Appropriate Funds for Employee BonusesNumber: ADM-002

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
10	5800	0201	Bonus	\$4,350	\$8,350	\$4,000
10	5800	0220	401K	\$6,677	\$6,857	\$180
10	5800	0250	FICA	\$6,002	\$6,250	\$248
10	5800	0251	Medicare	\$2,043	\$2,101	\$58
10	5800	0260	Retirement	\$15,155	\$15,564	\$409
20	3999	0000	Fund Balance Appropriated	\$273,151	\$297,233	\$24,082
20	8100	0201	Bonus	\$17,444	\$30,544	\$13,100
20	8100	0220	401K	\$27,343	\$27,988	\$645
20	8100	0250	FICA	\$35,445	\$36,257	\$812
20	8100	0251	Medicare	\$8,290	\$8,480	\$190
20	8100	0260	Retirement	\$62,069	\$63,533	\$1,464
20	8200	0201	Bonus	\$5,350	\$9,350	\$4,000
20	8200	0220	401K	\$9,616	\$9,796	\$180
20	8200	0250	FICA	\$13,570	\$13,818	\$248
20	8200	0251	Medicare	\$3,174	\$3,232	\$58
20	8200	0260	Retirement	\$21,829	\$22,238	\$409
20	8300	0201	Bonus	\$2,100	\$4,500	\$2,400
20	8300	0220	401K	\$5,533	\$5,653	\$120
20	8300	0250	FICA	\$7,389	\$7,538	\$149
20	8300	0251	Medicare	\$1,728	\$1,763	\$35
20	8300	0260	Retirement	\$12,560	\$12,832	\$272
30	3999	0000	Fund Balance Appropriated	\$310,477	\$328,953	\$18,476
30	8500	0201	Bonus	\$29,769	\$44,669	\$14,900
30	8500	0220	401K	\$48,137	\$48,882	\$745
30	8500	0250	FICA	\$59,689	\$60,613	\$924
30	8500	0251	Medicare	\$13,960	\$14,176	\$216
30	8500	0260	Retirement	\$96,820	\$98,511	\$1,691
40	3999	0000	Fund Balance Appropriated	\$0	\$893	\$893
40	7100	0201	Bonus	\$1,410	\$2,130	\$720
40	7100	0220	401K	\$1,859	\$1,895	\$36

**Town of Dallas  
Budget Amendment**

Date: April 12, 2022

Action: Admin - Employee Bonus

Purpose: To Appropriate Funds for Employee Bonuses

Number: ADM-002

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
40	7100	0250	FICA	\$2,305	\$2,350	\$45
40	7100	0251	Medicare	\$539	\$549	\$10
40	7100	0260	Retirement	\$4,219	\$4,301	\$82

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Approval Signature  
(Town Manager)



**Town of Dallas**  
Budget Amendment

Date: April 12, 2022

Action: Electric Department - Coal Ash Recovery

Purpose: To Appropriate Funds Higher Than Anticipated Coal Ash Recovery Costs

Number: EL-003

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
30	3999	0000	Fund Balance Appropriated	\$328,953	\$356,453	\$27,500
30	8500	4840	Coal Ash Recovery	\$105,000	\$132,500	\$27,500

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Approval Signature  
(Town Manager)

LGC-205

## CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2021

The	Governing Board Board of Aldermen
of	Primary Government Unit Town of Dallas, North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable) NA

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Lowdermilk Church & Co., LLP
	Auditor Address 121 North Sterling St., Morganton, NC 28655

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/22	Audit Report Due Date 10/31/22
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*Must be within four months of FYE*

hereby agree as follows:

- The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
- At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

## CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2021

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

## CONTRACT TO AUDIT ACCOUNTS

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.
14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

## CONTRACT TO AUDIT ACCOUNTS

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.
23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the Independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

LGC-205

## CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2021

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

LGC-205

**CONTRACT TO AUDIT ACCOUNTS**

Rev. 11/2021

**FEEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the Independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:  Title and Unit / Company:  Email Address:

OR Not Applicable  (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

**PRIMARY GOVERNMENT FEES**

Primary Government Unit	Town of Dallas, North Carolina
Audit Fee	\$ 27300.00
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 20,475.00

**DPCU FEES (if applicable)**


Discretely Presented Component Unit	NA
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$



CONTRACT TO AUDIT ACCOUNTS

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Lowdermilk Church & Co., LLP	
Authorized Firm Representative (typed or printed)*	Signature*
Phillip E. Church	
Date*	Email Address*
01/12/22	phil.church@lowdermilkchurchcpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
Town of Dallas, North Carolina	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
Richard C. Coleman	
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
NA	
Date	Email Address

GOVERNMENTAL UNIT - PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Jonathan Newton	
Date of Pre-Audit Certificate*	Email Address*
	jnewton@dallasnc.net

**CONTRACT TO AUDIT ACCOUNTS**

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
NA	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.



**Lowdermilk Church & Co., L.L.P.**  
*Certified Public Accountants*

121 N. Sterling Street  
 Morganton, North Carolina 28655  
 Phone: (828) 433-1226  
 Fax: (828) 433-1230

To the Honorable Mayor and Members of  
 the Board of Aldermen  
 Town of Dallas  
 Dallas, North Carolina

January 12, 2022

We are pleased to confirm our understanding of the services we are to provide for Town of Dallas, North Carolina for the year ended June 30, 2022.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related disclosures, which collectively comprise the basic financial statements, of Town of Dallas, North Carolina as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as the Management's Discussion and Analysis (MD&A), to supplement Town of Dallas, North Carolina's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Dallas, North Carolina's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Information.
- 3) Law Enforcement Officers' Special Separation Allowance Schedules of Changes in Total Pension Liability and Total Pension Liability as a Percentage of Covered Payroll.
- 4) Local Government Employees' Retirement System Schedule of the Proportionate Share of Net Pension Liability (Asset) and Schedule of Contributions.
- 5) Schedule of Changes in Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Dallas, North Carolina's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements, and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal and State Awards.
- 2) Combining and Individual Fund Financial Statements.
- 3) Budgetary Schedules.
- 4) Other Schedules.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individual or in the aggregate, they would influence the judgement of a reasonable user based on the financial statements. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or a disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 *U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transaction and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in the financial audit nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with the engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically, disclaim, and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning.

- Improper revenue recognition.
- Management override of controls.

The significant risks above were identified in the prior-period audit and we believe they are still relevant. However, planning has not been concluded and modifications may be made.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and to those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Dallas, North Carolina's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Town of Dallas, North Carolina's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Town of Dallas, North Carolina's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, the Schedule of Expenditures of Federal and State Awards, and the related notes of Town of Dallas, North Carolina in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. We will also prepare the following based on information provided by you: AFIR, Data Collection Form and Unit Data Input Worksheet. These nonaudit services do not constitute an audit under Government Auditing Standards, and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, the Schedule of Expenditures of Federal and State Awards, and the related notes services previously defined. We, in our sole judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of

accounting principles; for the preparation and fair presentation of the financial statements, the Schedule of Expenditures of Federal and State Awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, the Schedule of Federal and State Awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledger). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; the Schedule of Expenditures of Federal and State Awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on [Date].

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains, and indicates that we have reported on, the Schedule of Expenditures of Federal and State Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal and State Awards that includes our report thereon OR make the audited financial statements readily available to intended users of the Schedule of Expenditures of Federal and State Awards no later than the date the Schedule of Expenditures of Federal and State Awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance; (2) you believe the Schedule of Expenditures of Federal and State Awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal and State Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the financial statements, the Schedule of Expenditures of Federal and State Awards, and the related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the Schedule of Expenditures of Federal and State Awards and the related notes, and that you have reviewed and approved the financial statements, the Schedule of Expenditures of Federal and State Awards, and the related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including the financial statements, the Schedule of Expenditures of Federal and State Awards, the Summary Schedule of Prior Audit Findings, the auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.



We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Lowdermilk Church & Co., L.L.P. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request, and in a timely manner, to the Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lowdermilk Church & Co., L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Local Government Commission. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Phillip E. Church is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately September 19, 2022.

To ensure that Lowdermilk Church & Co., L.L.P.'s independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates, plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$27,300. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. We are required to inform you that we charge interest at a rate of 18% per annum on all invoices over 30 days old.

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and the Board of Aldermen of Town of Dallas, North Carolina. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add emphasis-of-matter or other-matter paragraph to our report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

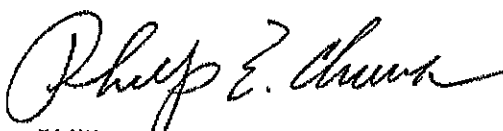
If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets which in our professional judgement prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters, will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

You have requested that we provide you a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2021 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Town of Dallas, North Carolina and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Phillip E. Church  
Partner

RESPONSE:

This letter correctly sets forth the understanding of Town of Dallas, North Carolina.

Management signature: \_\_\_\_\_

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

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

Governance signature: \_\_\_\_\_

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

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



Bernard Robinson & Company, L.L.P.

Report on the Firm's System of Quality Control

November 2, 2021

To the Partners of Lowdermilk, Church & Co., L.L.P.  
and the Peer Review Committee of the Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Lowdermilk, Church & Co., L.L.P. (the firm) in effect for the year ended May 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included an engagement performed under Government Auditing Standards, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Lowdermilk, Church & Co., L.L.P. in effect for the year ended May 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lowdermilk, Church & Co., L.L.P. has received a peer review rating of *pass*.

*Bernard Robinson & Company, L.L.P.*

BERNARD ROBINSON & COMPANY, L.L.P.

1501 Highwoods Blvd., Ste. 300 (27410)  
P.O. Box 19608 | Greensboro, NC 27419  
P: 336-294-4494 • F: 336-294-4495

[brccpa.com](http://brccpa.com)

Directory of Governmental Unit and Audit Firm Officials

Town of Dallas  
Governmental Unit

Lowdermilk Church & Co., L.L.P.  
Auditor for the 2021-2022 Fiscal Year

GOVERNMENTAL UNIT

AUDITOR

1. ELECTED OFFICIAL:  
(Mayor for Municipalities and chairperson of governing board for all other units)

Richard C. Coleman  
Name  
Mayor  
Title

2. MANAGER:  
(Or person who serves in this capacity e.g. Administrator, Executive Director, etc.)

N/A  
Name  
  
Title

3. FINANCE OFFICER:

Jonathan Newton  
Name  
Finance Director  
Title  
(704) 922-3176  
Phone No.  
(704) 922-4701  
Fax No.  
jnewton@dallasnc.net  
E-Mail Address

1. CONTACT PERSON:  
(Partner or other person with legal authority to contract for the firm)

Phillip E. Church  
Name  
Partner  
Title

(828) 433-1226  
Phone No.

(828) 433-1230  
Fax No.

philchurch@lowdermilkchurchcpa.com  
E-Mail Address

2. AUDITOR ANTICIPATES PREPARING THE FOLLOWING TYPE OF REPORT:

(Check the appropriate box)

General Purpose Financial Statements with combining, individual fund, and account group financial statements, and schedules required by the LGC

Comprehensive Annual Financial Report (CAFR) including schedules required by the LGC

Notes:

1. Please type all information on this questionnaire.
2. The audit firm representative, the elected official, and the finance officer reported on this questionnaire should agree with the persons reported on the Contract to Audit Accounts.
3. The information on this questionnaire will be used in official correspondence from the Local Government Commission, and the Commission must be notified of any changes in the persons holding these positions.

Resolution Honoring Public Power Lineworkers During Lineworker Appreciation Days  
April 11 and April 18, 2022

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**WHEREAS**, on January 3, 2017, the 115<sup>th</sup> Congress of the United States adopted House Resolution 10 recognizing lineworkers, the profession of lineworkers, the contributions these men and women make to protect public safety, and expressing support for the designation of April 18 as National Lineman Appreciation Day; and

**WHEREAS**, on April 15, 2015, the North Carolina General Assembly ratified House Bill 140, which designates the second Monday in April of each year as Lineman Appreciation Day in North Carolina; and

**WHEREAS**, the Town of Dallas Board of Aldermen celebrates the profession of electric lineworkers and wishes to recognize its Electric Department personnel for their service to the Town of Dallas and its citizens; and

**WHEREAS**, electric utilities employ a dedicated class of employees – electric lineworkers – responsible for building and maintaining the distribution lines that bring electricity to homes and businesses, constantly devoting themselves to their duty; and

**WHEREAS**, this profession demands passion, dedication, and ongoing training and requires lineworkers to maintain the lines around the clock, ensuring they can provide safe, reliable energy to the community; and

**WHEREAS**, lineworkers are often first responders during storms, working to repair broken and damaged electric lines under hazardous conditions in order to make the area safe for other public safety heroes; and

**WHEREAS**, lineworkers play a vital role in the lives of our citizens by maintaining and growing our electrical infrastructure, putting their lives on the line every day by working with the many dangers of high voltage; and

**WHEREAS**, the lineworkers of Dallas' electric utility and their example of service above self are deserving of the respect, admiration, and appreciation of all the citizens of Dallas.

**NOW, THEREFORE, BE IT RESOLVED**, that Dallas, North Carolina joins with all N.C. Public Power communities and public power systems in the United States in these celebrations of Lineworker Appreciation Days.

Adopted this the 12<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Rick Coleman, Mayor

Attested by:

\_\_\_\_\_  
Sarah Hamrick, Town Clerk

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STATE OF NORTH CAROLINA  
COUNTY OF GASTON

**ECONOMIC DEVELOPMENT AGREEMENT**

THIS ECONOMIC DEVELOPMENT AGREEMENT, pursuant to N.C.G.S. 158-7.1, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between **THE TOWN OF DALLAS, NORTH CAROLINA**, a North Carolina municipal corporation (hereinafter referred to as "**TOWN**") and **GASTON AQUATICS, INC.**, with an office and place of business in Gaston County, North Carolina (hereinafter referred to as "**OWNER**");

WITNESSETH:

WHEREAS, OWNER and TOWN intend to engage in and provide Economic Development located in the Town of Dallas, Gaston County, North Carolina, which will stimulate the local economy, and increase employment and business prospects of the Town.

WHEREAS, as authorized by N.C.G.S. § 158-7.1 the TOWN, has agreed to sell to OWNER, pursuant to that certain Agreement for Purchase and Sale of Real Property dated \_\_\_\_\_, ("Purchase Agreement") the surplus property located at 642 W. Carpenter Street, Dallas, NC (Parcel ID 212805) (the "Property"), subject to restrictions, conditions, and covenants, for development of an aquatic center, and more particularly described as:

Beginning at a 1" pipe, said pipe being located South 48 degrees 38 minutes 55 seconds West a distance of 1722.13 feet from NC Grid Monument "Hopeman", "Hopeman" being located North 84 degrees 44 minutes 43 seconds West a distance of 2005.39 feet from NC Grid Monument "Dallas"; thence running, adjoining the lands of the Gaston County Board of Education, Gaston County Deed Book 668 Page 438, South 09 degrees 32 minutes 28 seconds East a distance of 386.42 feet to a 1" pipe; thence continuing South 04 degrees 01 minutes 59 seconds East a distance of 299.65 feet to a rebar; thence continuing South 01 degrees 09 minutes 06 seconds West a distance of 224.27 feet to an iron pin set; thence three (3) new lines, dividing the lands of Advantage Investment Group LLC, Gaston County Deed Book 4087 Page 764, as follows: 1) North 51 degrees 29 minutes 34 seconds West a distance of 179.04 feet to an iron pin set; 2) North 58 degrees 40 minutes 41 seconds West a distance of 154.17 feet to an iron pin set; 3) North 29 degrees 17 minutes 47 seconds West a distance of 158.80 feet to a rebar in the right-of-way of US Hwy #321, a control access highway; thence running with said right-of-way the following three (3) courses and distances: 1) North 08 degrees 59 minutes 27 seconds East a distance of 208.07 feet to a right-of-way monument; 2) North 03 degrees 52 minutes 39 seconds East a distance of 193.82 feet to a right-of-way monument; 3) an arc to the right with a radius of 2176.83 an arc length of 192.84, and a chord North 08 degrees 03 minutes 36 seconds East and a distance of 192.77 feet to a rebar; thence running, adjoining the lands of Ingles Markets Inc., Gaston County Deed Book 4297 Page 1969, South 85 degrees 27

minutes 06 seconds East a distance of 197.48 feet to the point and place of beginning. Parcel #212805 Deed Book 4442 Page 783.

WHEREAS, pursuant to NCGS 158-7.1 and NCGS 160A-320, The TOWN agrees to provide funds from the sale of the property for use in sewer, water, and electrical and other such utilities and connections for the Project, up to the purchase price in the Purchase Agreement of \$124,900.00.

WHEREAS, The Board of Aldermen of the Town of Dallas ("Town Board") conducted a public hearing pursuant to NCGS 158-7.1(d) on \_\_\_\_\_, after 10 days' prior notice published in the Gaston Gazette on \_\_\_\_\_, to consider the approval of this Agreement. The published notice of such public hearing described the interest to be conveyed, the value of the interest, the proposed consideration for the conveyance, the Town Board's intention to approve the conveyance, and all other information required by NCGS 158-7.1(d) for a conveyance of interests in real property pursuant to that section.

WHEREAS, on \_\_\_\_\_, the Town Board made all determinations required by NCGS 158-7.1(d), including the probable average hourly wage to be paid to workers by the business to be located at the property to be conveyed and the fair market value of the interest, subject to whatever covenants, conditions, and restrictions the Town proposes to subject it to, and authorized the entry of the Town into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the benefits accruing to OWNER, the representations and mutual promises contained herein, the parties hereto agree as follows:

1. **Term.** The term of this agreement (herein "Agreement") shall begin upon execution and continue through the completion of construction of a minimum 30,000 square foot building upon the land; and shall thereafter terminate upon the operation of a properly permitted, inspected, licensed, and fully functional "Aquatic Center" for a continuous and uninterrupted period of three (3) years, unless sooner terminated as provided for herein. The Aquatic Center shall contain one or more aquatic venues in an indoor facility and support infrastructure, including surrounding bather and spectator areas, mechanical rooms, and bath and locker rooms.
2. **Conveyance.** In exchange for the investment by the OWNER, the creation of new jobs paying the average hourly rate as stated herein by the OWNER and the operation of a fully functional, properly permitted and licensed aquatic center, continuously and uninterrupted for a period of three (3) years by OWNER all of which shall take place and be located at the Property, the TOWN agrees to sell, grant and convey the Property for \$124,900.00, pursuant to the terms of the Purchase Agreement, subject to restrictions, conditions and covenants within time parameters set forth in this Agreement, in addition to the restrictions, conditions and covenants that run with the land and will be included in the Deed, the form of which is attached hereto as Exhibit "A". OWNER shall submit appropriate documentation of expenditures or information needed to show compliance with the Agreement including but not limited to:



investment, job creation requirements and operation of an aquatic center by OWNER at 642 W. Carpenter Street, Dallas, NC for an uninterrupted period of three (3) years.

3. **Project.** The project (herein "Project") consists of the OWNER's purchase of TOWN owned land at 642 W. Carpenter Street, Dallas, NC, for \$124,900.00, construction of a new aquatic center building and grounds, purchase of equipment, installation of equipment, and operation in the Town of Dallas, Gaston County, North Carolina. The completed project when operational will provide new part-time and full-time employment with a probable average hourly wage of \$14.00 per hour in the Dallas area. The completed project when operational will continue uninterrupted as a properly licensed and inspected aquatic center for a period of three (3) years.
4. **Construction.**
  - a. The TOWN will employ the Engineering services of Diamond Engineering as Town Engineer. The Town Engineer will ensure that the construction and development of the aquatic center and grounds proceeds according to Plans, Drawings, State and Local Building Codes, Zoning Ordinances, and other laws, regulations, and codes of the State of North Carolina, Gaston County, and the Town of Dallas. The OWNER agrees to cooperate with the Town Engineer in all aspects and will allow the Town Engineer to inspect all aspects of the development, construction, documents, paper writings, etc. to ensure compliance with this Agreement and any and all State and Local Building Codes, Zoning Ordinances, and other laws, regulations, and codes of the State of North Carolina, Gaston County, and the Town of Dallas. The Town Engineer will not interfere with or communicate with code inspectors. Failure of the Agreement to address a particular permit, condition, term, or restriction does not relieve the OWNER of responsibility of complying with the law governing the permitting requirement, conditions, terms, or restrictions. Owner will, during the design process or design phase of the development of the Project, develop and implement a design review process in addition to the Town's review process set forth in its ordinances that will provide Town and its professional staff the right to review and approve, or suggest reasonable modifications to the construction plans, drawings, and specifications. Owner shall provide a final copy of all construction plans and specifications as well as all written change orders that materially change the aesthetics or integrity of the building or that change the costs of the Project by more than \$100,000 to the Town Manager or her designee for approval. If the Town Manager or her designee does not approve the same within 10 business days of receipt, they shall be deemed approved. Owner shall provide a copy of all non-material written change orders to the Town Manager or her designee so that at all times the Town has the current plans and specifications on file. The Town acknowledges that Owner will have control over the stylistic components of the Project and that it will not reject the construction plans, drawings and specifications, or change orders to same, for stylistic reasons. Thereafter, Owner will perform the work of the Project consistent with the terms and conditions described herein and otherwise in accordance with

the terms and conditions of such construction plans and specifications approved by the Town (the "Approved Plans and Construction Documents.")

- b. The OWNER will employ the services of a General Contractor for the development of the Project.
- c. Schedule of Development. The Development Plan attached hereto as Exhibit "B" has been approved by the Town Board. Material modifications to the Development Plan are subject to Town Board and regulatory approval. Owner shall close on any construction financing it intends to secure for the development of the Property within twelve (12) months of the Closing, pursuant to paragraph 5 below, or in the alternative present documentation to the Town Manager within twelve (12) months of the Closing that it has secured sufficient equity to complete the Project in accordance with this Agreement. Owner shall diligently pursue substantial completion of the development of the Property within thirty-six (36) months of Closing, as evidenced by an issuance of a final certificate of occupancy, in compliance with the Development Plan. Owner shall hold a grand opening of the aquatic center pursuant to the Development Plan ("Grand Opening") within six (6) months of issuance of the final certificate of occupancy. Owner shall be entitled to a reasonable extension of these development time lines should the Owner be delayed by events beyond the Owner's reasonable control, which Town shall grant in its reasonable discretion for good cause shown.

The Parties agree that a material inducement to Town for conveying the Property to Owner is Owner's commitment to operate a vibrant enterprise within the Property, bringing in a steady and continuous flow of patrons, thereby giving greater exposure to the Town. Therefore, the Parties agree that for a period of thirty-six (36) months after the Grand Opening ("Restriction Period"), Owner shall not abandon or vacate the Property, nor shall Owner change the uses of the Property from the uses outlined in the Development Plan, but Owner shall continuously, throughout the term of the Restriction Period, in good faith conduct and carry on, for at least thirty (30) hours per week (the "Required Occupancy"), the aquatic center, and shall provide personnel, equipment, and furnishings commensurate with such uses. The Required Occupancy shall be reduced for reasonable periods of time when Owner cannot conduct the operations of the aquatic center within the Property as a result of Force Majeure, state of emergency declarations, casualty, condemnation or closures due to interruptions of utilities or services as a result of acts, negligence or omission of Town or Town's agents, invitees, employees, representatives or contractors. The Required Occupancy shall likewise be reduced for closures due to (or in connection with) Federal or North Carolina recognized holidays. Any closures resulting in non-compliance with the Required Occupancy that are caused by or related to inventory purposes, alterations, repairs, cleaning, maintenance, upfitting, reconfigurations and/or remodeling in or to the Property, shall be limited to no more than an aggregate of sixty (60) days in the Restriction Period for any and all of said closures.

5. **Financing.** Owner shall close, within twelve (12) months of purchasing the Property, on a construction loan (“Construction Loan”), or other financing reasonably approved by the Town Manager that allows periodic withdrawals based upon completion of the work in furtherance of the Project. In the alternative, Owner shall present documentation to the Town Manager within twelve (12) months of the Closing that it has secured sufficient equity to complete the Project in accordance with this Agreement. Town agrees that all terms, conditions, and requirements of this Agreement are subordinate to the Construction Loan with the exception of the Town’s Option to Repurchase in paragraph 20 below, which Town expressly reserves in the event of foreclosure. In the event that Owner can demonstrate to the Town that Owner is unable to receive a construction loan as aforesaid due to the terms of this Agreement, the Parties agree to negotiate in good faith to revise this Agreement as necessary to be acceptable to the Parties and the construction lender, but such an event does not extend or waive the Owner’s responsibility to secure a construction loan, other financing, or equity financing within twelve (12) months of purchasing the Property pursuant to this section.
6. **Representations of Owner.** OWNER makes the following representations as the basis for the undertakings on its part herein contained:

**Standing.** The OWNER is a duly organized and existing North Carolina corporation under the laws of the State of North Carolina. The OWNER has the power and authority to enter into this Agreement, to perform its obligations under, and consummate the transactions contemplated by this Agreement, and has authorized the execution and delivery of this Agreement.

**Continuity.** The OWNER intends to operate the completed Project as aquatic center within the TOWN continuously and uninterrupted for three (3) years..

**Timing.** The OWNER agrees to close the purchase of the Property pursuant to the terms of the Purchase Agreement.

7. **Representations of Town.** The Town represents and warrants to Owner that:
- a) Town has the full right, power, and authority to enter into this Agreement and to perform its obligations under this Agreement without contravention of any obligation on the part of Owner, whether statutory, contractual or otherwise;
  - b) Town will execute, deliver and perform this Agreement in accordance with all applicable laws and ordinances;
  - c) To the actual knowledge of the Town Manager and the Town Attorney, no modification of the laws and ordinances applicable to the Property, including

land development regulations, is necessary for the Project to conform to those laws and ordinances, other than a rezoning to allow the construction of the aquatic center (if any), and a potential zoning text amendment to adjust the setbacks to better facilitate the anticipated use;

- d) To the actual knowledge of the Town Manager and the Town Attorney, the Property is not the subject of any litigation, pending or overtly threatened, or other judicial or quasi-judicial procedure which would, if determined unfavorably to the Town, settled or otherwise resolved by the Town, result in any financial liability on the part of Owner or interfere with the development of the Project;
  - e) To the actual knowledge of the Town Manager or the Town Attorney, the Property is not the subject of any procedure for the taking of the Property by eminent domain, in whole or in part, pending or overtly threatened by the Town or any other governmental authority with the power of eminent domain;
  - f) To the actual knowledge of the Town Manager or the Town Attorney, no one has made any claim to title to the Property, in whole or in part, superior to the claim of the Town by virtue of its chain of title;
  - g) To the actual knowledge of the Town Manager or the Town Attorney, the Town has not received any notice from any governmental agency, state, federal or local, that the Property is in violation of or the subject of an investigation regarding the potential violation of any Laws and Ordinances, including laws of the United States or the State regarding the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on the Property, or the presence, storage, transport, spillage, removal or remediation of hazardous or harmful substances on properties adjacent to the Property as a result of their origination on or passage through the Property.
8. **Limitation.** The Property provided in accordance with this contract is to be used for economic development purposes in accordance with N.C.G.S. § 158- 7.1 of the TOWN for the construction, development, and operation of an aquatic center by OWNER at the Property during the term of this Agreement.
9. **Records.** The OWNER agrees that it will supply to the TOWN, or designee, agent, Town Engineer, or auditor, good and sufficient, certified and auditable evidence of the OWNER's compliance with the terms and conditions of this Agreement and the restrictions, and covenants within the deed and such records, information, reports and verification relating to expenditures of funds or the operations of the OWNER as may reasonably be requested by the TOWN. The OWNER agrees that the TOWN shall have access to the records and premises of the OWNER at all reasonable times, and the OWNER agrees to submit such reports as the TOWN shall request pertaining to the construction and development and/or the operations of the aquatic center as the

TOWN deems necessary to verify compliance. The OWNER shall maintain a written accounting and documentation of all of its receipts and disbursements from any lending institution relating to the project which are the subject of this Agreement.

10. **Defaults by Owner and Remedies of Town.** If Owner defaults materially on the performance of any of its obligations to Town under this Agreement, then Owner will have thirty (30) days after the delivery of written notice by Town of that default to cure the default; however, if the default requires more than thirty (30) days to cure, Owner shall have such additional time as may be reasonably required to cure the default, provided Owner commences the cure within the initial thirty (30) day cure period and then diligently prosecutes the cure to completion. If Owner fails to cure the material default during the applicable cure period, then Town will be entitled to terminate this Agreement, call upon the Owner's financial guarantee as outlined in paragraph 21 below to finish the Shell Construction of the Project in accordance with the Development Plan, and/or repurchase the Property from Owner pursuant to Section 20 below, as Town's sole remedies for such default.

Notwithstanding anything in this Agreement to the contrary, Town shall copy Owner's lender or equity partner in writing (at any address provided for such purpose by Owner or its lender or equity partner) on any default notice Town sends to Owner, and Owner's lender or equity partner shall have the same rights to cure Owner's material default as Owner has under this Agreement; provided, however, any failure on the part of the Town to copy Owner's lender or equity partner shall accrue only to the benefit of Owner's lender or equity partner and not be a default by the Town under this Agreement and shall not affect or extend any cure period for the benefit of Owner.

11. **Defaults by Town and Remedies of Owner.** If Town defaults materially on the performance of any of its obligations to Owner under this Agreement, then Town will have thirty (30) days after the delivery of written notice by Owner of the default to cure such default; however, if the default requires more than thirty (30) days to cure, Town shall have such additional time as may be reasonably required to cure the default, provided Town commences the cure within the initial thirty (30) day cure period and then diligently prosecutes the cure to completion. If Town fails to cure the default during the applicable cure period, then Owner will be entitled to terminate this Agreement and to pursue an action and recover from Town all out of pocket actual verifiable costs and expenses incurred in connection with this Agreement, up to the sum of \$10,000, as Owner's sole remedy for default.

12. **Other Defaults.** A Party will be in default of its obligations under this Agreement in the event that it is adjudicated bankrupt or insolvent, makes an assignment for the benefit of creditors or enters into a composition for creditors, or files a voluntary bankruptcy petition or an answer admitting the material allegations of an involuntary bankruptcy petition; or if an order is entered appointing a receiver or trustee for that Party or for a substantial portion of the assets of that Party and the same is not vacated within sixty (60) days after entry, or if that Party applies for or consents to the

appointment of any such receiver or trustee. In the event of a default specified in this section, the other Party may immediately pursue all remedies available to it by law or in equity, including specific performance and the termination of this Agreement.

13. **Job Requirement.** The new jobs to be created by the Project must be filled by employees hired after the effective date of this Agreement whose wages are subject to withholding under Article 4A of Chapter 105 of the North Carolina General Statutes.
14. **Non-Assignment.** This Agreement is expressly non- assignable without the prior written consent and approval of the TOWN.
15. **Extension.** The TOWN may execute an extension of this Agreement in its discretion and in accordance with such additional conditions as it may require.
16. **Waiver or Release.** TOWN may waive violations or release and terminate any of the foregoing requirements at any time. Said Release or Waiver may be recorded in the Gaston County Registry.
17. **Notice.** Notice may be given as follows:

To the TOWN:

Town of Dallas Manager  
210 N. Holland Street  
Dallas, NC 28034

To the OWNER:

Gaston Aquatics, Inc.  
~~Attn: Donna Taylor~~  
3340 Robinwood Rd.  
Suite 100-409  
Gastonia, NC 28054

18. **Jurisdiction and Venue.** This contract shall be construed under the laws of the State of North Carolina. Any controversy or claim arising out of this Agreement shall be settled or resolved by an action initiated in Gaston County, North Carolina.
19. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable it shall not affect the validity or enforceability of any other provision of this Agreement.
20. **Town Option to Repurchase.** In the event of a material violation of any material term, provision, condition, covenant, or requirement of the General Warranty Deed or this Agreement that Owner fails to cure during the applicable cure period, Town shall have an option to repurchase the Property by providing written notice to Owner or its successor in title within one hundred eighty (180) days from the lapse of the applicable cure period. If the Town elects to repurchase the Property pursuant to this Section, then the repurchase price shall be the original purchase price paid by the Owner to the Town plus any verified and documented amount that has been drawn down by the Owner on the Construction Loan and utilized in furtherance of the Project in accordance with the

Approved Plans and Construction Documents, plus any other documented and verifiable costs of materials and labor not paid from the Construction Loan that were used by Owner in furtherance of the Project in accordance with the Approved Plans and Construction Documents and that are accepted and approved by the Town Manager. The repurchase price shall not include any sums spent in furtherance of the Project from any financial guarantee provided to the Town pursuant to paragraph 21 below, unless Owner presents documentation to the Town that Owner has repaid such sums to the bank or insurance company. The Town shall receive a credit towards the repurchase price for any sums incurred by the Town associated with Owner's default and not covered by the aforesaid financial guarantee, including but not limited to design, engineering, and architectural fees, and attorney's fees. The repurchase price shall be applied first to the Construction Loan and to any liens and encumbrances on the title to the Property necessary so that Owner or its successor in title can reconvey unencumbered fee simple title to Town, and any remaining balance shall be paid to Owner or its successor in title. This option shall be binding upon Owner and its administrators, successors, and assigns. Upon repurchase, the Town shall have the rights of Owner to enforce all vendor or other third party warranties made to Owner during the design and construction of the Project.

21. **Financial guarantee.** At closing, Owner shall provide Town a financial guarantee of the performance of the construction of the aquatic center shell improvements ("Shell Improvements") as described in the Shell Construction Cost Budget as shown on the Development Plan attached hereto as Exhibit B. Such financial guarantee shall be in the form of an evergreen letter of credit or payment and performance bond satisfactory to Town in the amount equal to one hundred and twenty percent (120%) of Owner's engineering or architect's estimate (which is approved by the Town Engineer) of the Shell Improvements. The financial guarantee for the Shell Improvements shall be in an amount and in a form satisfactory to Town from a bank or insurance company reasonably approved by the Town. The engineering or architect's estimate will be signed and will have affixed the Engineer's or Architect's Seal and will contain the following certification: "Engineer [Architect] whose signature and seal appears hereon certifies to the Town of Dallas that the Estimate of costs attached hereto has been given under seal and has been prepared by the Engineer [Architect] in accordance with generally accepted engineering [architectural] standards, but the Engineer [Architect] does not guarantee such costs."

IN WITNESS WHEREOF, the TOWN OF DALLAS, N.C. has caused this instrument to be signed in its municipal corporate name by its duly elected Mayor and its seal to be hereunto affixed by the Town Clerk, all by authority of its Board of Alderman and the OWNER has caused this instrument to be executed in its company name by its duly authorized representatives both the day and year first above written.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**TOWN**

**Town of Dallas**

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

**Maria Stroupe, Town Manager**

**OWNER**

Gaston Aquatics, Inc.

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



\_\_\_\_\_  
**Rick Coleman, Town Mayor**

**ATTEST:**

**Approved As To Form and Legality**

\_\_\_\_\_  
**Town Clerk**

\_\_\_\_\_  
**Town Attorney**



NORTH CAROLINA  
GASTON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **MARIA STROUPE** personally appeared before me this day and acknowledged the due execution of the foregoing document.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA  
GASTON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that **RICK COLEMAN** personally appeared before me this day and acknowledged the due execution of the foregoing document.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA  
GASTON COUNTY

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is \_\_\_\_\_ of Gaston Aquatics, Inc., a North Carolina nonprofit corporation, and acknowledged, on behalf of the corporation, the due execution of the foregoing document on behalf of Gaston Aquatics, Inc.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

EXHIBIT "A"  
DRAFT WARRANTY DEED

EXHIBIT "B"  
DEVELOPMENT PLAN

**NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$exempt

Tax Parcel ID#: 212805

Mail after Recording to: Grantee, \_\_\_\_\_

Prepared by: Marie M. Anders, Atty., Michael, Elting, &amp; Anders, PLLC, 124 W. Catawba Ave., Mount Holly, NC 28120

The property conveyed is NOT the primary residence of the Grantor

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between

TOWN OF DALLAS

(a North Carolina Municipal Corporation)

210 N. Holland Street, Dallas, NC 28034,

Party of the first part, Grantor herein,

And

GASTON AQUATICS, INC.

(a North Carolina nonprofit corporation),

Party of the second part, Grantee herein,

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

WITNESSETH:

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

See attached sheet marked "Exhibit A" for description incorporated herein by reference.

BEING the full contents of the property conveyed to the Grantor herein by Deed recorded in Book 4442, page 783, Gaston County Public Registry.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee and its heirs, successors, and assigns, in fee simple forever.

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

Title to the property hereinabove described is subject to the following exceptions:

1. Subject to all covenants, restrictions, reservations, easements, conditions, and rights appearing of record; and subject to any matters reflected on that certain ALTA survey dated \_\_\_\_\_, prepared by \_\_\_\_\_.
2. Grantee shall comply with the following terms, provisions, conditions, covenants, and requirements entered into by and between the parties hereto, which terms, provisions, conditions, covenants, and requirements shall be covenants of this deed and this conveyance, running with the land until such time as the same may be terminated or may expire as provided for herein.
  - a. Grantee shall redevelop ("Redevelopment"), cause to be issued a final Certificate of Occupancy, and put to use the Property within thirty-six (36) months of the day and year first above written in accordance with an Economic Development Agreement ("Development Agreement") entered into by the parties hereto dated \_\_\_\_\_ and incorporated herein by reference.
  - b. Grantee shall comply with the zoning ordinance for the Town, as the same may be amended.
  - c. Grantee shall close, within twelve (12) months of the day and year first above written, on a construction loan ("Construction Loan") or other financing approved by the Town Manager that allows periodic withdrawals based upon completion of the work in furtherance of the Redevelopment.
  - d. After the final Certificate of Occupancy is issued, Grantee shall cause a "Grand Opening" of certain project amenities as described in the Development Agreement and thereafter shall in good faith conduct and carry on the uses of such project amenities for at least the required occupancy as outlined in the Development Agreement for a period of thirty-six (36) months after the Grand Opening (the "Restriction Period").
  - e. Until the Redevelopment is complete, a final Certificate of Occupancy is issued, and the Restriction Period has ended, Grantee shall not permit, suffer, or allow any mortgage, loan, or other lien whatsoever to be held by any mortgagee or other lien holder against the Property and will not enter or be a party to any type of financing, transaction, or other relationship that would result in a lien against the Property except for the Construction Loan, or a permanent loan that refinances the Construction Loan and which does not exceed the repurchase price set forth in paragraph g below ("Permanent Loan").

- f. Until the Redevelopment is complete, a final Certificate of Occupancy is issued, and the Restriction Period has ended, Grantee shall not sell or transfer, except in accordance with the terms and conditions of the Development Agreement, all or any part of the Property or any interest in the Property. A sale or transfer means the conveyance of the Property or any right, title or interest in the Property. If Grantee is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests, or limited liability company interests, as the case may be, of Grantee.
- g. In the event of a violation of any term, provision, condition, covenant, or requirement of this Deed or the Development Agreement that Grantee fails to cure during the applicable cure period, including any voluntary or involuntary transfer of the Property in violation of the terms and conditions of the Development Agreement, Grantor shall have an option to repurchase the Property by providing written notice to Grantee or its successor in title within one hundred eighty (180) days from the lapse of the applicable cure period. If the Grantor elects to repurchase the Property, then the repurchase price shall be the original purchase price paid by Grantee to the Grantor plus any verified and documented amount that has been drawn down by Grantee on the Construction Loan and utilized in furtherance of the Redevelopment in accordance with the plans and construction documents approved by the Town Manager pursuant to the Development Agreement ("Approved Plans and Construction Documents"), plus any other documented and verifiable costs of materials and labor not paid from the Construction Loan that were used by Grantee in furtherance of the Redevelopment in accordance with the Approved Plans and Construction Documents and that are accepted and approved by the Town Manager. The repurchase price shall not include any sums spent in furtherance of the Redevelopment from any financial guarantee provided to the Grantor pursuant to the terms of the Development Agreement, unless the Grantee presents documentation to the Grantor that Grantee has repaid such sums to the bank or insurance company. The Grantor shall receive a credit towards the repurchase price for any sums incurred by the Grantor associated with Grantee's default and not covered by the aforesaid financial guarantee, including but not limited to design, engineering, and architectural fees, and attorney's fees. The repurchase price shall be applied first to the Construction Loan and to any liens and encumbrances on the title to the Property necessary so that Grantee or its successor in title can reconvey unencumbered fee simple title to Grantor, and any remaining balance shall be paid to Grantee or its successor in title. This option shall be binding upon Grantee and its administrators, successors, and assigns.
- h. These restrictions, covenants, and conditions shall run with the land and bind Grantee, Grantee's administrators, successors, and assigns, unless and until the same are terminated by instrument of Grantor duly recorded in the Register of Deeds. Notwithstanding the foregoing, if an institutional lender or other purchaser of the Property obtains title to the Property as a result of foreclosure of the Construction Loan or the Permanent Loan (or by a deed of conveyance in lieu thereof), such acquirer of title, his/her successors and assigns, shall not be bound by these restrictions, covenants, or conditions, with the exception of the Grantor's option to repurchase in paragraph g above, which Grantor expressly reserves. If not sooner terminated, these restrictions, covenants, and conditions shall expire and be void and of no further effect after seventy-eight (78) months after the day and year first above written.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on this \_\_\_\_ day of \_\_\_\_\_, 2022.

TOWN OF DALLAS

By: \_\_\_\_\_ (SEAL)  
Rick Coleman, Mayor

Attest:

\_\_\_\_\_  
Town Clerk

STATE OF NORTH CAROLINA

NOTARY ACKNOWLEDGMENT

COUNTY OF GASTON

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that Rick Coleman personally came before me this day and acknowledged that he is Mayor of the TOWN OF DALLAS, a North Carolina municipal corporation, and that by authority duly given and as the act of the City Council of the Town of Dallas, NC, the foregoing instrument was signed in its name by Rick Coleman as its Mayor, sealed with its corporate seal, and attested by \_\_\_\_\_ as its City Clerk.

Witness my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(seal)



## EXHIBIT "A"

Beginning at a 1" pipe, said pipe being located South 48 degrees 38 minutes 55 seconds West a distance of 1722.13 feet from NC Grid Monument "Hopeman", "Hopeman" being located North 84 degrees 44 minutes 43 seconds West a distance of 2005.39 feet from NC Grid Monument "Dallas"; thence running, adjoining the lands of the Gaston County Board of Education, Gaston County Deed Book 668 Page 438, South 09 degrees 32 minutes 28 seconds East a distance of 386.42 feet to a 1" pipe; thence continuing South 04 degrees 01 minutes 59 seconds East a distance of 299.65 feet to a rebar; thence continuing South 01 degrees 09 minutes 06 seconds West a distance of 224.27 feet to an iron pin set; thence three (3) new lines, dividing the lands of Advantage Investment Group LLC, Gaston County Deed Book 4087 Page 764, as follows: 1) North 51 degrees 29 minutes 34 seconds West a distance of 179.04 feet to an iron pin set; 2) North 58 degrees 40 minutes 41 seconds West a distance of 154.17 feet to an iron pin set; 3) North 29 degrees 17 minutes 47 seconds West a distance of 158.80 feet to a rebar in the right-of-way of US Hwy #321, a control access highway; thence running with said right-of-way the following three (3) courses and distances: 1) North 08 degrees 59 minutes 27 seconds East a distance of 208.07 feet to a right-of-way monument; 2) North 03 degrees 52 minutes 39 seconds East a distance of 193.82 feet to a right-of-way monument; 3) an arc to the right with a radius of 2176.83 an arc length of 192.84, and a chord North 08 degrees 03 minutes 36 seconds East and a distance of 192.77 feet to a rebar; thence running, adjoining the lands of Ingles Markets Inc., Gaston County Deed Book 4297 Page 1969, South 85 degrees 27 minutes 06 seconds East a distance of 197.48 feet to the point and place of beginning.

Resolution Authorizing Sale of 642 W. Carpenter Street, and Authorizing and Implementing an  
Economic Development Agreement

---

**WHEREAS;** the surplus property located at 642 W. Carpenter Street, Dallas, North Carolina (“the property”) was donated to the Town at no cost on December 30, 2008, and;

**WHEREAS;** the surplus property was donated to expand, enhance, and develop the Town, and;

**WHEREAS;** the Board of Aldermen instructed the Town Manager and Town Attorney to negotiate the sale of the property and development agreement with Gaston Aquatics, Inc., and;

**WHEREAS;** after publishing of a Notice of Public Hearing and Holding a Public Hearing on March 8, 2022, the Board of Aldermen approved by unanimous vote, the adoption of a Resolution where the property would now be held for Economic Development Purposes, pursuant to N.C.G.S §158-7.1, and;

**WHEREAS;** in the event Gaston Aquatics, Inc. fails to fulfill any or all of the obligations, commitments, agreements, promises, in addition to those provided by the attached Economic Development Agreement (“Agreement”), it is necessary to place deed restrictions, covenants, and other conditions, including but not limited to the remedies of the right of re-entry and reversion, all of which would result in Gaston Aquatics, Inc. agreeing to re-convey the property to the Town, and;

**WHEREAS;** the Town has agreed to sell the property for \$124,900.00, and;

**WHEREAS;** Gaston Aquatics, Inc. has agreed to (1) purchase the property for \$124,900.00, subject to covenants, conditions, restrictions, and remedies, (2) fulfilling the obligations as provided for in the Agreement, and;

**WHEREAS;** the Town has agreed to utilize the proceeds from said sale to establish water, sewer, electric, and other such necessary utilities on the property, and;

**WHEREAS;** Gaston Aquatics, Inc. has committed and agreed to the construction and development of an aquatic center on the property, which is provided for in the Agreement, and;

**WHEREAS;** the Board of Aldermen have reviewed the Agreement and Deed and all of the restrictions, covenants, conditions, agreements, and remedies included in the Agreement and Deed, and;

**WHEREAS;** the Agreement and Deed sufficiently outlines the terms and conditions of the sale of the property, development of the project and remedies available to the Town and Gaston Aquatics, Inc., in the event of nonfulfillment of the obligations outlined in the Agreement and Deed, and;

**WHEREAS;** the Town is utilizing the procedures outlined in N.C.G.S. §158-7.1 for the sale of the property, and the construction and development of the aquatic center to be located on the property, and;

**WHEREAS;** a Notice of Public Hearing was published in the Gaston Gazette on April 1, 2022 and the public hearing was held on April 12, 2022.

**NOW, THEREFORE BE IT RESOLVED,** by the Board of Aldermen of the Town of Dallas, North Carolina, as follows:

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Resolution Authorizing Sale of 642 W. Carpenter Street, and Authorizing and Implementing an  
Economic Development Agreement

---

That Gaston Aquatics, Inc. has proposed the purchase of property located at 642 W. Carpenter St., Dallas, North Carolina, subject to covenants, conditions, restrictions, and remedies contained in the Agreement and Deed, for \$124,900.00, the development and construction of an aquatic center on the property, subject to covenants, conditions, agreements, restrictions, and remedies contained in the Agreement and Deed.

**BE IT FURTHER RESOLVED**, by the Board of Aldermen of the Town of Dallas, North Carolina, as follows:

That covenants, conditions, agreements, restrictions, and remedies, above and beyond those provided for in the Agreement, shall be legally provided for and placed upon the deed to the property and shall include, but not limited to deed restrictions, covenants, and other conditions.

**BE IT FURTHER RESOLVED**, by the Board of Aldermen of the Town of Dallas, North Carolina, as follows:

That the property, subject to covenants, conditions, restrictions, and remedies, has a current value equal to \$124,900.00.

**BE IT FURTHER RESOLVED**, by the Board of Aldermen of the Town of Dallas, North Carolina, as follows:

That the selling price of the property for \$124,900.00 is not less than the current value of the property.

**BE IT FURTHER RESOLVED**, by the Board of Aldermen of the Town of Dallas, North Carolina, as follows:

That, but for the Town's agreement to sell the property to Gaston Aquatics, Inc., then Gaston Aquatics, Inc. would not locate the aquatic center in the Town.

**BE IT FURTHER RESOLVED**, by the Board of Aldermen of the Town of Dallas, North Carolina, as follows:

That the sale of the property to Gaston Aquatics, Inc. will increase the taxable property of the Town.

**BE IT FURTHER RESOLVED**, by the Board of Aldermen of the Town of Dallas, North Carolina, as follows:

That the construction and development of the aquatic center on the property will increase the taxable property of the Town.

**BE IT FURTHER RESOLVED**, by the Board of Aldermen of the Town of Dallas, North Carolina, as follows:

That the operation of the aquatic center on the property will increase the employment of the Town, and will increase the business prospects of the Town.

---

Resolution Authorizing Sale of 642 W. Carpenter Street, and Authorizing and Implementing an  
Economic Development Agreement

---

**BE IT FURTHER RESOLVED**, by the Board of Aldermen of the Town of Dallas, North Carolina, as follows:

That the Board approves the sale of the property located at 642 W. carpenter Street, Dallas, North Carolina to Gaston Aquatics, Inc. for \$124,900.00 subject to all covenants, conditions, agreements, restrictions, and remedies contained in the Agreement and subject to those covenants, conditions, agreements, restrictions, and remedies, contained in the Deed above and beyond and not limited by the Agreement.

**BE IT FURTHER RESOLVED**, by the Board of Aldermen of the Town of Dallas, North Carolina, as follows:

That the Board approves of the Town utilizing the proceeds from the sale of the property in the amount of \$124,900.00 for purposes of establishing necessary utility connections on the property, including but not limited to: water, sewer, and electric.

**BE IT FURTHER RESOLVED**, by the Board of Aldermen of the Town of Dallas, North Carolina, as follows:

That the Board approves the attached Economic Development Agreement.

**BE IT FURTHER RESOLVED**, by the Board of Aldermen of the Town of Dallas, North Carolina, as follows:

That the Town Manager and Town Attorney are hereby directed to take all necessary action to complete the sale of the property located at 642 W. Carpenter Street, Dallas, North Carolina, and implement the attached Economic Development Agreement.

Adopted this the 12<sup>th</sup> day of April, 2022.

Attested by:

\_\_\_\_\_  
Rick Coleman, Mayor

\_\_\_\_\_  
Sarah Hamrick, Town Clerk

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### Special Events/ Activities Application

Town of Dallas  
210 North Holland Street  
Dallas, NC 28034-1625  
(704) 922-3176  
Fax: (704) 922-4701

The purpose of this application is to provide information about your event or activity in order for the Town of Dallas to best assist you. Refer to the Special Events Policy and Town of Dallas Fee Schedule for all Special Events requirements. Applicants are responsible for providing complete and accurate information on the application. The applicant is responsible for notifying the Town of Dallas of any changes. A COMPLETE application must be submitted by no later than the first Tuesday of the month for consideration at the next Board of Aldermen meeting. Events must be approved at least 14 days in advance of the event.  
**INCOMPLETE APPLICATIONS WILL BE RETURNED.**

#### APPLICATION INFORMATION

Name of Event:	NATIONAL DAY OF PRAYER		
Facility Requested:	COURT HOUSE SQUARE		
Applicant Name:	FRANK MILTON		
Organization:	DALLAS MINISTERS ASSOCIATION		
Mailing Address:	518 E. CAROLINE ST		
City / State / Zip:	DALLAS, NC 28034		
Daytime Phone:	704-460-1360	Cell:	704-460-1360
		E-Mail:	REVENUE@HOTMAIL.COM
Description of the Event:	PARTICIPATE IN NATIONAL EVENT OF PRAYER FOR NATION AND IT'S LEADERS.		
Does the event have a Facebook, Twitter, or other social networking page:	NO		
If yes, please list URL(s):			
Date (s) Requested for Event:	MAY 5, 2022		
Event Start Time:	11:30 AM	Event End Time:	12:30 PM
Road Closure Time Begins (if applicable):	N/A	Road Closure Time Ends:	N/A
Set Up Begins:	11:00 AM	Set Up Ends:	11:30 AM
Preferred Date & Time of Inspection (if required):			
Estimated Attendance:	50 - 75		
The Event Is:	<input type="checkbox"/> Private (by invitation only)	or	<input checked="" type="checkbox"/> Open to General Public
Describe the procedures to be used for selecting vendors and exhibitors for this event:	N/A		

Applicant's Signature: Frank Milton Date: 3/21/2022

A pre-event meeting may be required and will be scheduled to include appropriate staff. The event applicant must attend the meeting.

**TENTS/CANOPIES/MEMBRANE STRUCTURES**

Will tents/canopies/membrane structures be used? (Circle one) Yes  No  (If no, proceed to next section)

# of Canopies  (fabric structure that is open without sidewalls on 75% or more of perimeter)

# of Tents  (fabric structure that is enclosed with sidewalls on more than 25% of perimeter)

# of Membrane structures  (air supported or air inflated structure)

Other type of structure (provide description)

\*Notes\*

**VOICE/MUSIC/AMPLIFICATION**

Will amplified sound be used during the event? (Circle one) Yes  No  (If no, proceed to next section)

If yes, state the number of stages, number of bands and type of music:

Number of stages:  Number of Bands:

Type(s) of music:

Indicate times of amplified sound. Start Time: 11:30 AM Finish Time: 12:30 PM

Will sound checks be conducted prior to the event?  Yes  No

If yes, please indicate times: Start Time: 11:30 AM Finish Time: 11:30 AM

\* Must comply with Town of Dallas general entertainment and noise ordinance.

**HAZARDOUS MATERIALS (helium, propane, butane, gasoline, etc.)**

Will hazardous materials in tanks/cylinders be used? (Circle one) Yes  No  (If no, proceed to next section)

If yes, all tanks must be secured in a manner to prevent accidentally being knocked over. All helium tanks not being used shall have their caps in place.

Will there be any portable heaters?  Yes  No

Will there be any deep fat fryers?  Yes  No

Will there be any fireworks, lasers, torches, candles or pyrotechnics?  Yes  No

Will generators or electrical power be used?  Yes  No

If yes, electrical load data and location of connection must be provided on a separate sheet.  
In the case of extraordinary use or hookups, extra fees may apply.

**RIDES/ATTRACTIONS**

Will mechanical rides or similar attractions be used? (Circle one) Yes  No  (If no, proceed to next section)

If yes, company name?

Company address:

List details, if any:

**\*\*Applicants contracting with amusement ride companies are required to provide the Town of Dallas with a certificate of insurance, naming applicant and the Town of Dallas as additional insured on general liability.**

**ALL rides must be inspected and approved by The Department of Labor.**

**VENDORS**

A vendor is anyone who is serving, selling, sampling, or displaying food, beverages, merchandise or services

Will the event include any vendors? (Circle one) Yes  No  (If no, proceed to next section)

If the event will have food vendors, please check the following that apply:  
 Served     Sold     Catered     Prepared Outdoors

Does the event include food concession and/or cooking areas?     Yes     No

If yes, please list each food vendor and specify cooking method (Gas, Electric, Charcoal, etc.)  
*(Use additional sheet if necessary)*

Vendor Name	Address	Phone Number	Cooking Method	Food Item
<i>N/A</i>				

Food and beverages shall not be sold at an event unless approved and licensed, if necessary by the Gaston County Health Department  
 Event organizers are responsible for arranging health inspections for their event.

List all other vendors who will be present during the event (serving, selling, sampling, or displaying).

VENDOR NAME	ADDRESS	PHONE NUMBER (S)
<i>N/A</i>		

**EVENT SCHEDULE**

Provide a detailed schedule of the event including dates and times for entertainment, activities, hours of event, start time, finish time, etc. If the event requires an extended time frame for set-up, include details with a timeline listing the times and locations where streets or public property will be impacted and when dismantling will be complete.  
*(Use additional sheet of paper if necessary)*

DATE	TIME	ACTION	ADDITIONAL NOTES
5/5/22	11:30AM	NATIONAL DAY OF PRAYER PROGRAM	PRAYERS - KEYNOTE SPEAKER

**SITE PLAN**

Provide a detailed Site-Plan sketch of the event. Include maps, outline or diagram of the entire event venue including the names of all streets and the surrounding area. The plan should include the following information:

- Location of the event/activity on the property with approximate distances from roads, fire hydrants, existing buildings, etc.
- Location of temporary structures that will be used during the event. Must indicate size of temporary structures, distances between temporary structures and existing buildings.
- Identify how each temporary structure will be used. Example: type of vendor, food preparation, etc.
- Identify location of all cooking devices and open flames; generators and fuel storage.
- Location of all fencing, barricades, or other restrictions that will impair access to and from the event or property.
- Identify all designated parking areas.

**SERVICES**

The Town of Dallas does not provide amenities such as portable toilets, sound systems, tables, chairs, tents, canopies or other equipment. The applicant is responsible for arranging and providing services such as clean up, traffic control, etc.

**TRASH CONTAINERS**

In order to determine what types of containers best suit the needs of the event, please answer the following questions:

Will the event be serving/selling/distributing beverages?  Yes  No

If yes, in what containers will they come packaged in?

aluminum cans  glass bottles/jars  plastic bottles/jugs/jars

How many trash cans are you requesting for trash?

Delivery Location?

Date and Time for trash cans to be picked up?

**\*\*Applicants are responsible for cleaning and restoring the site after the event.  
Clean-up fees may be incurred due to applicant's failure to clean and/or restore the site following the event.**

**PUBLIC PROPERTY CLEAN-UP**

Contracted personnel or volunteers may be used if indicated below. What is the clean-up plan for the event?

**SAFETY AND SECURITY (CHECK ALL TYPES OF SECURITY USED)**

Stage Security  Event Area Security  Road Closure Security

Other

Overnight Security From  :  To  :

Dates & Times security will be on site:

Security provided by:  Number of Security Personnel:

**ROUTE AND TRAFFIC PLAN**

PARADE (Includes floats, vehicles, and persons)  BICYCLES  
 MARCH OR WALK (persons only)  FOOT RACE  
 VEHICLES ONLY (Includes motorcycles)  
 OTHER (Description: )

Number of Persons:  % Children:

Number of Vehicles:  Vehicle Types:

Number of Animals:  Kinds:

**DESCRIBE BELOW THE EVENT ROUTE. IF THERE IS MORE THAN ONE SEGMENT TO AN EVENT, INCLUDE START AND FINISH TIMES FOR EACH SEGMENT. (Ex: A "RUN" may include a 5k, a 10k, and a Fun Run).**



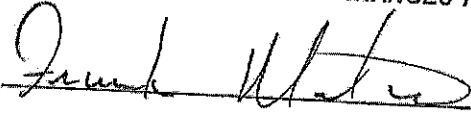
# ROAD CLOSURES

If your event involves road closures, a parade, a foot or bike race, any type of procession, or more than one location, attach a Route and Traffic Plan. Include the required information (listed below) and any additional information you believe applies to your event. When planning a moving route, the Dallas Police Dept. is available to assist you.

- NC and US roadways will also require approval from the NCDOT.
- The proposed route to be traveled including the requested starting and termination point. Please also clarify the directions of movement of your event.
- Routing plans for traffic. Illustrate a plan to include roads that you are requesting to be closed to vehicular or other traffic for your event. Include planned arrangements to resolve conflicts with people trying to reach businesses, their own residences, places of worship and public facilities including public transportation.
- Whether the event will occupy all or a portion of the street(s) requested for use.
- Proposed locations for barricades, signs and police/volunteers.
- The provision of twenty foot (20") minimum emergency access lanes throughout the event site.
- White temporary water base paint can be used to mark the route on the street pavement (May be purchased at common hardware stores such as Lowes Home, Home Depot, etc.).

*Please Note: All road closure requests will be strictly reviewed by the Town of Dallas. Approval, denial, or modification of all road closure requests are at the sole discretion of the Town of Dallas. The Town has final discretion over your Route and Traffic Plan including, but not limited to the route, placement and number of all barricades, signs, and police/volunteer locations.*

**DO NOT ASSUME, ADVERTISE, OR PROMOTE YOUR EVENT UNTIL YOU HAVE A SIGNED PERMIT FROM THE TOWN OF DALLAS. CONFLICTS DO ARISE AND CHANGES TO THE REQUEST MAY BE NECESSARY.**

Applicant's Signature: 

Date: 3/21/22

\*Once approved, a Special Event Fee will be assessed based on the current Town of Dallas Fee Schedule. The event fee is due and payable NO LATER THAN five (5) business days prior to the event. Events will be cancelled if fees are not paid when due.

Google Maps

Event to take place at Gazebo on southside of Courthouse along W Main St

Google Maps

1 St

S Holland St

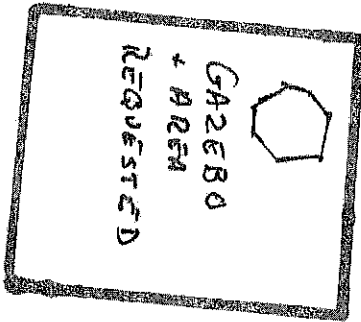
N Holland St

N Holland St

Gaston County Museum

W Main St

W Main St



Dallas Courthouse

Google

W Main St

S Gaston St

N Gaston St

2278

N Gaston St N

E Main St

Rusty Rabbit

Best Little Hair House in Dallas

Salon & Co

E Main St

Co

# Google Maps

Event to take place at Gazebo on southside of Courthouse along W Main St.



TOWN OF DALLAS, NORTH CAROLINA

**PETITION FOR ANNEXATION**

PETITION NUMBER: 2021-06  Contiguous  Non-Contiguous  
DATE: 8/5/2021 FEE: \$500.00

Current Property Use: Residential R-1 Requested Zoning: \_\_\_\_\_  
Conditional R-5 Planned Property Use: Single Family Residential

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

We, the undersigned owners of real property, respectfully request that the area described as 3615 and 3623 Dallas High Shoals, DALLAS, NC 28034, further identified as parcel ID # 3548412915 & 3548421028, be annexed to the Town of Dallas.

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

Name Todd M. Huss Phone 704-860-0354

Address 325 Louise Drive, Stanley, NC 28164

Name Gail Huss Phone 704-860-0354

Address 325 Louise Drive, Stanley, NC 28164

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

Address \_\_\_\_\_

**Attachments included with Petition:**

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

Owner's Signature:  Date: 7/13/2021 | 12:51 PM PDT  
DocuSigned by: 095034D3EBA44F2...

Owner's Signature:  Date: 7/13/2021 | 9:43 AM PDT  
DocuSigned by: EF6413AF4C1B421...

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

Received By: Nolan Lane Date: 8/5/2021

July 12, 2021

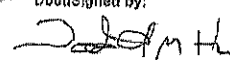
Town of Dallas  
Attn: Nolan Groce  
210 N. Holland Street  
Dallas, NC 28034

RE: Annexation Petition for Parcel 3548421028 and 3548412915


Good afternoon Nolan,

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

Thank you in advance,

DocuSigned by:  
  
095034D3EBA44F2...  
Todd M. Huss

7/13/2021 | 12:51 PM PDT

DocuSigned by:  
  
EF8413AF4C1B421...  
Gail Huss

7/13/2021 | 9:43 AM PDT



BK 3159 PG 839

11/27/00 10:40AM 000000#2725  
XX17 Cheryl

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

Excise Tax \$50.00

Recording Time, Book and Page

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

Mail after recording to 3019 Riverchase Drive, Apt. H, Mt. Holly, NC 28120  
Grantee 3623 Dallas High Shoals Rd, Dallas, NC 75034  
 This instrument was prepared by L. Keith Hance, Hance & Hance, P.A.  
 Brief description for the Index

### NORTH CAROLINA GENERAL WARRANTY DEED

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

GRANTOR

GRANTEE

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

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

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

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

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

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

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

#17

RECORDING FEE 10.00  
 EXCISE TAX PAID 50.00

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

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

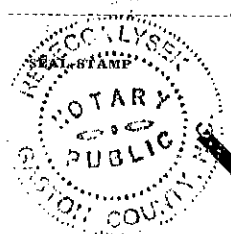
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

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

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

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

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



UNOFFICIAL (Large diagonal watermark)

USE BLACK INK ONLY (Vertical watermark)

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

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

The foregoing Certificate(s) of Rebecca Lysek, ND

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

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



Doc ID: 016688600003 Type: CRP  
 Recorded: 07/29/2015 at 03:52:09 PM  
 Fee Amt: \$28.00 Page 1 of 3  
 Revenue Tax: \$0.00  
 Instr# 201500003918  
 Gaston, NC  
 Susan S. Lockridge Register of Deeds  
 BK 4798 PG 1320-1322

3 RECORDING FEE 26.00  
 EXCISE TAX PAID 0

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 0.00  
 Parcel Identifier No. 170071 Verified by \_\_\_\_\_ County on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 By: \_\_\_\_\_

Mail/Box to: Grantee  
 This instrument was prepared by: Hance & Hance, 317 South Street, Gastonia, NC 28052  
 Brief description for the Index: NO TITLE SEARCH REQUESTED OR PERFORMED

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

<p>GRANTOR          Lisa Dawn Huss, unmarried          231 Bud Black Rd.          Crouse, NC 28033</p>	<p>GRANTEE          Todd Michael Huss          3812 Edgewater Dr.          Gastonia, NC 28052</p>
--	---

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

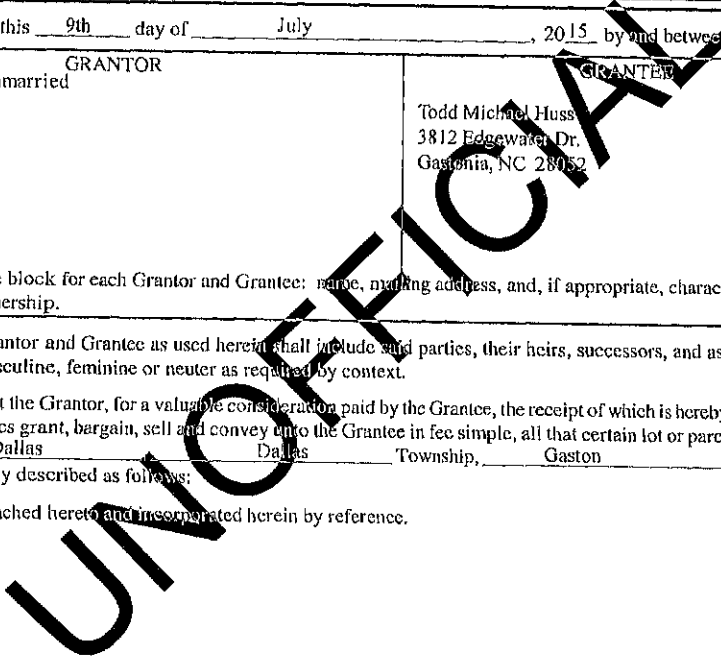
The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

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

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

The property hereinabove described was acquired by Grantor by instrument recorded in Book \_\_\_\_\_ page \_\_\_\_\_.  
 All or a portion of the property herein conveyed \_\_\_\_\_ includes or X does not include the primary residence of a Grantor.  
 A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_.

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



## Exhibit "A"

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

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

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

UNOFFICIAL

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

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

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

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

By: \_\_\_\_\_ (SEAL)  
 Print/Type Name & Title: \_\_\_\_\_  
 Print/Type Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
 Print/Type Name & Title: \_\_\_\_\_  
 Print/Type Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
 Print/Type Name & Title: \_\_\_\_\_  
 Print/Type Name: \_\_\_\_\_

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

My Commission Expires: 3/12/18  
 (Affix Seal)

Julie Moser Hance Notary Public  
Gaston County, North Carolina  
My commission expires 3-12-2018

Julie Moser Hance Notary Public  
 Notary's Printed or Typed Name

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

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

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

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

## Abutting Properties

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

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

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

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

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

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

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

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

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

**CERTIFICATE OF SUFFICIENCY**

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

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

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

SEAL



Sarah Hamrick  
Town Clerk

Re: Huss Annexation- PID 170059, 170071

TOWN OF DALLAS, NORTH CAROLINA

**PETITION FOR ANNEXATION**

PETITION NUMBER: 2021-07

Contiguous

Non-Contiguous

DATE: 8/5/2021

FEE: \$500.00

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

Conditional R-5 Planned Property Use: Single Family Residential

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

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

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

Name Colleen T. McCall Phone 704-400-9883

Address P.O. Box 977 Dallas, NC 28034

Name Thomas McCall Phone 704-400-9883

Address P.O. Box 977 Dallas, NC 28034

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

Address \_\_\_\_\_

**Attachments included with Petition:**

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

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

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

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

Received By: Nelson Green Date: 8/5/2021

July 12, 2021

Town of Dallas

Attn: Nolan Groce

210 N. Holland Street

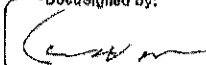
Dallas, NC 28034

RE: Annexation Petition for Parcel 3548210130

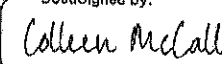
Good afternoon Nolan,

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

Thank you in advance,

DocuSigned by:  
  
4982B84EB8314BA...  
Thomas McCall

7/14/2021 | 5:33 AM CDT

DocuSigned by:  
  
33DF40BCBE174A0...  
Colleen McCall

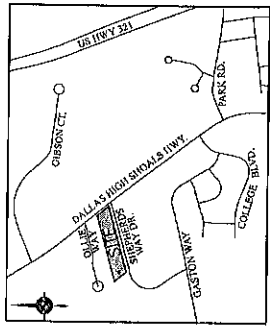
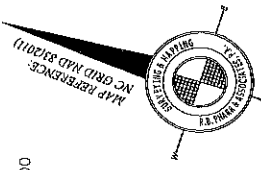
7/13/2021 | 11:30 AM PDT



# COLLEEN T. McCALL PROPERTY PROPOSED ANNEXATION

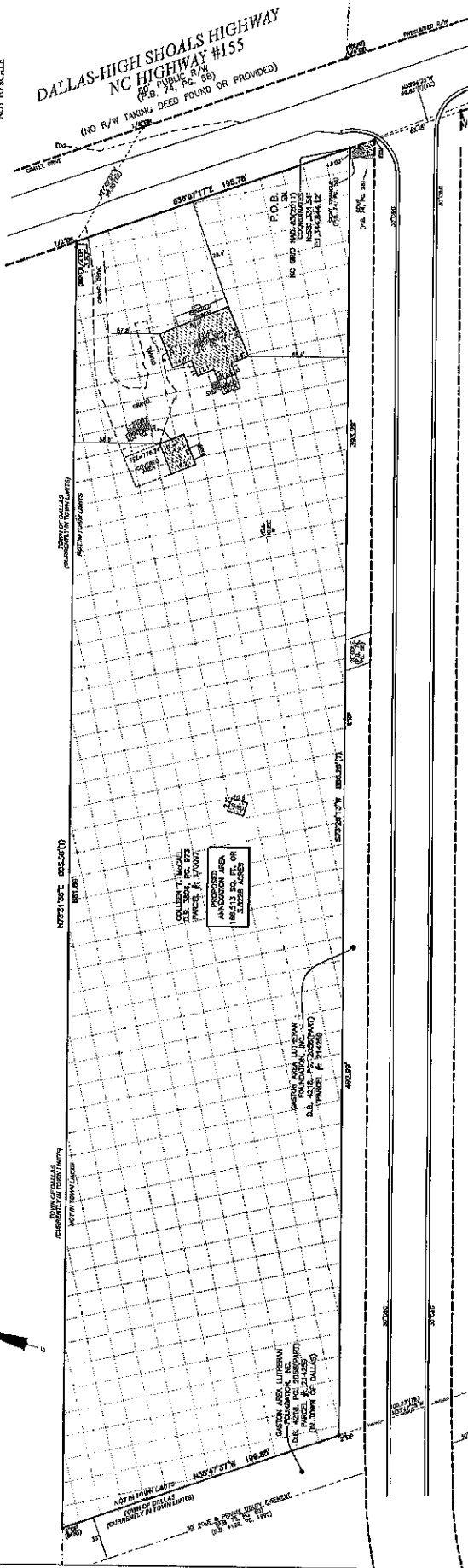
OWNER: COLLEEN T. McCALL  
3585 DALLAS-HIGH SHOALS HIGHWAY  
MECKLENBURG COUNTY, NORTH CAROLINA  
DEED REFERENCE: 3808-973  
TAX PARCEL #: 170097

OWNER: COLLEEN T. McCALL  
P.O. BOX 877  
DALLAS, NC 28034-0000



- NOTES:**
1. ALL CORNERS MONUMENTED AS SHOWN.
  2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PIARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THIS SUBJECT PROPERTY ARE SHOWN HEREON.
  3. BORDER LINES INDICATE PROPERTY LINES NOT SURVEYED.
  4. TOWN LIMIT LINE IS APPROXIMATE, BASED ON GASTON COUNTY, NC GIS.
  5. THIS SITE IS NOT TO BE USED FOR ILLUSTRATIVE PURPOSES UNLESS SPECIFICALLY NOTED OTHERWISE. THIS SURVEY DOES NOT CERTIFY TO THE RIGHT OF WAY BIRTH OF ANY ADJACENT PROPERTIES.
  6. PHYSICAL IMPROVEMENTS MAY EXIST ON THIS PROPERTY THAT ARE NOT SHOWN HEREON.
  7. THE PURPOSE OF THIS PLAN IS TO ANNEX THE TWO HATCHED PARCELS INTO THE TOWN OF DALLAS AS SHOWN HEREON.
  8. ALL AREAS SHOWN HEREON WERE DETERMINED BY COORDINATE COMPUTATION.

FRANCES S. GIBB &  
SAMUEL T. BARNETT  
REGISTERED PROFESSIONAL LAND SURVEYORS  
PARCEL # 170097  
(IN TOWN OF DALLAS)



## SHEPHERDS WAY DRIVE

(NO R/W TAKING DEED FOUND OR PROVIDED)  
60' PUBLIC R/W  
(P.S. 74, PG. 56)

## GPS CERTIFICATION:

I, CLARE MERRILL, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL LAND SURVEYOR. THE FOLLOWING INFORMATION WAS USED TO PREPARE THIS SURVEY:  
(1) CLASS OF SURVEY: ALLIANCE  
(2) TYPE OF INSTRUMENT: LEICA DISTANCE MEASUREMENT SYSTEM (DMS) USER SERVICE (UCS)  
(3) DATE OF SURVEY: MARCH 14, 2021  
(4) PUBLISHED CONTROL DATA: NAD 83 (EPSG: 4326) ZONE: NC 12W  
(5) CONTROL POINT IDENTIFICATION: 1699547  
(6) CONTROL POINT ELEVATION: 425.1  
(7) CONTROL POINT DATA SOURCE: NAD 83 (EPSG: 4326) ZONE: NC 12W  
(8) CONTROL POINT DATA DATE: 09/2017  
(9) OTHER DATA SOURCES: 1699547

## SURVEYOR'S CERTIFICATE:

STATE OF NORTH CAROLINA  
COUNTY OF GASTON  
I, CLARE MERRILL, A LICENSED PROFESSIONAL LAND SURVEYOR, UNDER MY SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, HAVE DRAWN THIS MAP AND THE BOUNDARIES NOT SHOWN ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS REFERENCED ON THE FACE OF THIS MAP. THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 42-18.1(a) AND (b) AND THE ORIGINAL SURVEYING LICENSE NUMBER AND SEAL THIS LAST DAY OF MAY, A.D. 2021.  
THAT THIS PLAT IS A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF A SUBDIVISION.

**REVIEW OFFICER:**  
STATE OF NORTH CAROLINA  
COUNTY OF GASTON

I, \_\_\_\_\_ REVIEW OFFICER OF GASTON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL SUBDIVISION REQUIREMENTS FOR RECORDING.

REVIEW OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

## ANNEXATION PLAT APPROVAL:

I, HEREBY CERTIFY THAT THE ANNEXATION PLAT SHOWN WAS APPROVED BY THE TOWN OF DALLAS BOARD OF ALDERMEN ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

SUBDIVISION ADMINISTRATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

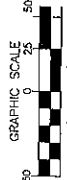
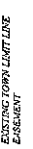
## OWNERS CERTIFICATION:

I, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND THAT I HEREBY AGREE TO THE ANNEXATION OF THIS PROPERTY INTO THE TOWN OF DALLAS, MECKLENBURG COUNTY, NORTH CAROLINA, IN ACCORDANCE WITH G.S. 42-18.1(a) AND (b).

OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

- LEGEND:**
- CG - CORNER AND CENTER
  - CD - CORNER AND DISTANCE POINT
  - DB - DEED BOOK
  - ECM - EXISTING CONCRETE MONUMENT
  - ER - EXISTING IRON ROD
  - EV - EXISTING VAIL
  - MS - MAP BOOK
  - MS - METRIC MONUMENT
  - NR - NORTH IRON ROD
  - PR - PARTIAL IDENTIFICATION NUMBER
  - RF - RIGHT-OF-WAY
  - TD - TOTAL
  - PL - PROPERTY LINE
  - PL - PROPERTY LINE (NOT SURVEYED)
  - RT - RIGHT-OF-WAY (NOT SURVEYED)
  - RT - RIGHT-OF-WAY (NOT SURVEYED)
  - ES - EASEMENT

PROPOSED ANNEXATION AREA



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

DATE: \_\_\_\_\_  
FLOOD CERTIFICATION

DATE: \_\_\_\_\_  
THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS NOT FLOODED BY THE FLOOD HAZARD AS SHOWN ON THE FLOOD HAZARD INSURANCE ADMINISTRATION, DATED SEPTEMBER 28, 2007.

DATE: \_\_\_\_\_  
MAP NUMBER: 37000-0000, ZONE X

DATE: \_\_\_\_\_  
JOB NO. 9.3032

DATE: \_\_\_\_\_  
R.B. PIARR & ASSOCIATES, P.A.  
SURVEYING & MAPPING  
420 HARTSHORNE LANE  
CHARLOTTE, NC 28204 TEL: (704) 376-3186  
FAX: (704) 376-3186

BOOK 3806  
PAGES 973 - 975

Gaston County, NC  
Recorded 08/25/2003 10:14:56am  
No 9999-00102357 1 of 3 pages  
Alice B. Brown, Register of Deeds

### NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: 4.100

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

Mail/Box to: Grantee

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

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

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

GRANTOR

THOMAS K. MCCALL

GRANTEE

COLLEEN T. MCCALL

3565 Dallas High Shoals Rd.  
Dallas, NC 28034

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

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

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

SEE ATTACHED A.

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

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

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

NC Bar Association Form No. 3 © 1976, Revised © 1977, 2002

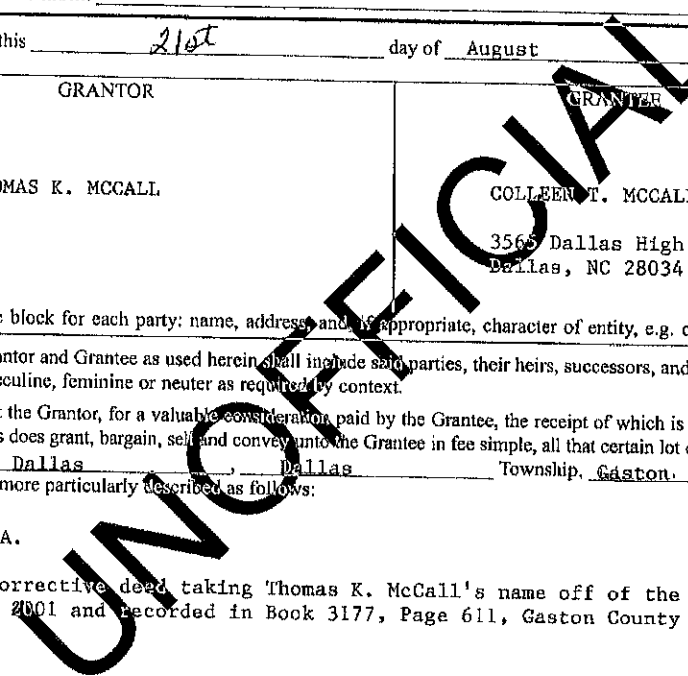
Printed by Agreement with the NC Bar Association - 1981

+ James Williams & Co., Inc.

www.JamesWilliams.com

RECORDING FEE 270  
EXCISE TAX PAID 0

9999-00102357



**EXHIBIT A**

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

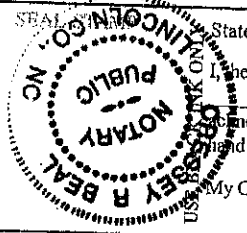
Being a portion of Lot 28 and a portion of Lot 29 of the D. D. and L. d. Summey land shown on plat dated July 25, 1940 and recorded in Plat Book 5, page 92, Gaston County Registry.

UNOFFICIAL

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

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

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



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

SEAL-STAMP

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

SEAL-STAMP

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

The foregoing Certificate(s) of Cressy R. Beal, Notary Public, Lincoln Co., NC is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.  
By: Chloe B. Brown Register of Deeds for Carter County  
Thomas R. Palmer Deputy/Assistant - Register of Deeds

DUPLICATE

## Abutting Properties

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

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

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

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

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

CERTIFICATE OF SUFFICIENCY

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

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

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

SEAL



Sarah Hamrick  
Town Clerk

Re: McCall Annexation- PID 170097

**Resolution to Accept an Offer to Purchase****Proposing to Accept an Offer to Purchase Parcel #170058**

**WHEREAS**, the Town of Dallas owns a 1.15-acre tract of land located at 3601 Dallas High Shoals Highway, being further identified as Gaston County Tax Parcel #170058; and

**WHEREAS**, the Town currently does not utilize this entire parcel; and

**WHEREAS**, the Town has received an offer from Charlotte Land Group LLC, 1135 Carmel Commons Blvd. Ste. 101, Charlotte, NC 28226 to purchase a portion of this parcel totaling 0.2749 acres, or 11,974 square feet, as shown on the attached map; and

**WHEREAS**, the Town has determined that this particular portion of the parcel is not being considered for any future use by the Town.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Aldermen of the Town of Dallas proposes to accept the offer to purchase the designated property submitted by Charlotte Land Group LLC in the amount of \$5,000.00.

**BE IT FURTHER RESOLVED** that, upon filing of the required bid deposit as noted in N.C.G.S. §160A-269, the Town shall publish a notice of the offer providing a ten-day period in which an upset bid, as defined in N.C.G.S. §160A-269, can be submitted.

Adopted this the 12<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Rick Coleman, Mayor

ATTESTED:

\_\_\_\_\_  
Sarah Hamrick, Town Clerk



FEBRUARY 2022

# SUMMEY CREEK | ADDITIONAL PARCEL AREA EXHIBIT

DocuSign Envelope ID: 718F847D-1896-433F-A009-86D028067953

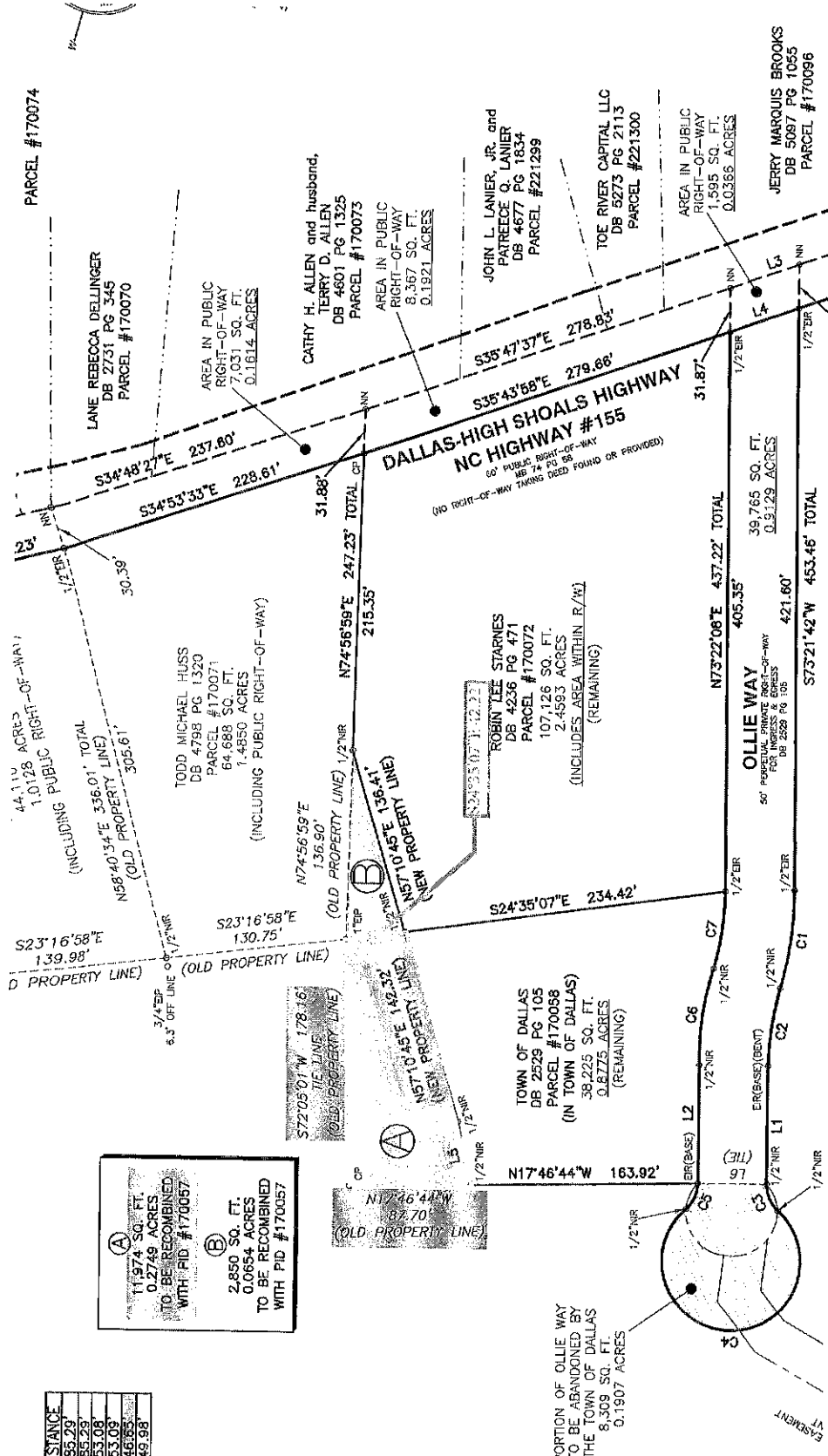
LINE TABLE:

LINE	BEARING	DISTANCE
L1	S73°37'21"W	85.29'
L2	N73°57'21"E	85.29'
L3	S36°03'36"E	53.08'
L4	S36°04'29"E	53.09'
L5	N60°45'44"E	46.05'
L6	S16°27'14"E	49.98'

(A) 11,974 SQ. FT.  
0.2749 ACRES  
TO BE RECOMBINED  
WITH PID #170057

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

SS



PORTION OF OLLIE WAY  
TO BE ABANDONED BY  
THE TOWN OF DALLAS  
8,309 SQ. FT.  
0.1907 ACRES

(NO RIGHT-OF-WAY TAKING DEED FOUND OR PROVIDED)

(INCLUDES AREA WITHIN R/W)  
(REMAINING)

(REMAINING)

(REMAINING)

(REMAINING)

(REMAINING)

(REMAINING)

(REMAINING)



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

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

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

(a) "Seller": Town of Dallas

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

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

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

Street Address: 501-599 Ollie way

City: Dallas

County: Gaston

, North Carolina

Zip: 28034

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

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit \_\_\_\_\_, Block/Section \_\_\_\_\_, Subdivision/Condominium \_\_\_\_\_

as shown on Plat Book/Slide \_\_\_\_\_ at Page(s) \_\_\_\_\_

The PIN/PID or other identification number of the Property is: 170058

Other description: Property to purchase is a portion of 170058 See Exhibit A - Summey Creek

Some or all of the Property may be described in Deed Book 2529 at Page 105

(d) "**Purchase Price**":

\$ 5,000.00

\$ 0.00

\$ 500.00

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ 4,500.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by  cash  personal check  official bank check  wire transfer

electronic transfer (specify payment service: \_\_\_\_\_)

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by  cash  personal check  official bank check  wire transfer,  electronic transfer, EITHER  by the Effective Date OR  within five (5) days of the Effective Date of this Contract.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on \_\_\_\_\_

**TIME BEING OF THE ESSENCE** by  cash  official bank check  wire transfer  electronic transfer

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

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



This form jointly approved by:  
North Carolina Bar Association  
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T  
Revised 7/2021  
© 7/2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. FIXTURES AND EXCLUSIONS:**

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(xi) **Fuel Tank:** Inspections to determine the existence, type and ownership of any fuel tank located on the Property.

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

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

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

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

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

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

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

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

**5. BUYER REPRESENTATIONS:**

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

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

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

**OR:**

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

First Mortgage Loan:

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

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

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

Second Mortgage Loan:

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

Other funds:

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

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

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

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

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

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

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

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

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

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

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

Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to the signing of this offer.

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

Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): \_\_\_\_\_

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

Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to the signing of this offer.

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

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

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

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

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

#### 6. BUYER OBLIGATIONS:

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

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

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

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

#### 7. SELLER REPRESENTATIONS:

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

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

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

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

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

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

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



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

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

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

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

**8. SELLER OBLIGATIONS:**

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

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No home warranty is to be provided by Seller.

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

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

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

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

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

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

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

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

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

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

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

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

Identify other attorney or party drafted addenda: Exhibit A

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

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

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

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

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

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

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

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

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

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

23. **REMEDIES:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By Shawn Santee  
11993DD7417344E..

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

Name: Shawn Santee  
Print Name

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

Title: Member

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

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

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

**WIRE FRAUD WARNING**

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

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

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

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

NOTICE INFORMATION

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

BUYER NOTICE ADDRESS:

Mailing Address: 1135 Carmel Commons Blvd
Ste 101 Charlotte NC 28226
Buyer Fax#:
Buyer E-mail: shawn@santeelandgroup.com

SELLER NOTICE ADDRESS:

Mailing Address:
Seller Fax#:
Seller E-mail:

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name:
Acting as Buyer's Agent Seller's (sub)Agent Dual Agent
Firm License #:
Mailing Address:

Listing Firm Name:
Acting as Seller's Agent Dual Agent
Firm License #:
Mailing Address:

Individual Selling Agent:
Acting as a Designated Dual Agent (check only if applicable)
Selling Agent License #:
Selling Agent Phone #:
Selling Agent Fax #:
Selling Agent E-mail:

Individual Listing Agent:
Acting as a Designated Dual Agent (check only if applicable)
Listing Agent License #:
Listing Agent Phone #:
Listing Agent Fax #:
Listing Agent E-mail:

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Buyer's initials SS Seller's initials

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: Town of Dallas ("Seller")

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

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

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date \_\_\_\_\_

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

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

(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

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

Date \_\_\_\_\_

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

(Signature)

Date \_\_\_\_\_

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

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

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

Date \_\_\_\_\_

Firm: Sellers attorney

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

(Signature)

(Print name)

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

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

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

Firm: Sellers attorney

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

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

(Signature)

(Print name)





