

MINUTES FOR BOARD OF ALDERMEN MEETING

April 9, 2024

6:30 PM

The following elected officials were present: Mayor Beaty, Alderman Milton, Alderman Martin, and Alderman Withers, Alderman Cearley and Alderman Cloninger.

The following Staff members were present: Ben Blackburn, Interim Town Manager; Robbie Walls, Police Chief; Lanny Smith, Electric Director; Jonathan Newton, Finance Director; Bill Trudnak, Public Works Director; Tom Hunn, Town Attorney; Earl Withers III, Fire Chief; and Zack Foreman, Assistant Public Works Director.

Mayor Beaty called the meeting to order at 6:30pm.

Mayor Beaty and Alderman Milton opened with the Invocation and the Pledge of Allegiance to the Flag.

Approval of Agenda:

Alderman Withers made a motion to approve the agenda with one addition to add a Closed Session at the end of the meeting, seconded by Alderman Milton and carried unanimously.

Approval of Minutes:

Alderman Milton motioned to approve the minutes from the March 12 Regular Meeting and the March 26 Work Session, seconded by Alderman Martin.

Recognition of Citizens:

The Mayor opened the floor to the Recognition of Citizens.

Dr. Duncan, of Carr Elementary School, presented the Students of the Month.

The Parks and Recreation Director presented plaques to Walnut Grove Baptist Church and WC Friday Middle School for their use of their facilities during the 23-24 Basketball season.

Mayor Beaty recognized the graduates of the Class of 1974 that were in attendance. Alderman Cloninger made a motion recognize the class with a proclamation, seconded by Alderman Martin.

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

Mike Fields of 1333 Philadelphia Church Road, thanked Town Staff for all of their hard work.

Johnny Denton suggested to recognize the Public Works Department for National Public Works Week at the next Board meeting. The Board agreed.

Consent Agenda:

Item 5A Budget Amendment-3 Invoices for Engineering Services

The Town has received three invoices from Diamond Engineering that were not budgeted in fiscal year 2024. (See Exhibit 5A, 1-3).

Attached is a budget amendment for the following three invoices:

- 1- Inspection of subgrade and exterior drainage of the foundation and floor system at the Gym
- 2- For 2023 Inspection, Reporting and Documentation of the Town's Stormwater SCM
- 3-Development and Engineering plans and specs for the Storm Drain replacement at Main St and Holland St.

Alderman Martin made a motion to approve the three invoices for Diamond Engineering, seconded by Alderman Milton.

Item 5B Proclamation for upcoming Law Enforcement Memorial Week

In 1962, President Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others. It is appropriate to proclaim the week of May 15-21, 2024 as National Police Week in Dallas and to recognize the service of the Dallas Police Department. (See Exhibit 5B-1).

Alderman Cloninger suggested that the Police Chief bring back the Law Enforcement Proclamation to read at the May 14 Agenda meeting.

Public Hearings:

Item 6A Proposed Charter Amendment Ordinance

At the regular Board of Alderman meeting on March 12, 2024, the Board approved a resolution of intent to consider an ordinance to amend the Charter of the Town to adopt the Council-Manager form of government as set out in N.C.G.S. 160A-101(9)(b). A public hearing is required in order to propose the ordinance and it is required by N.C.G.S.160D-601 to advertise the public hearing. Notice of the public hearing was placed in the Gaston Gazette on March 24, 2024. Following the public hearing, the Board of Alderman shall consider passage of the ordinance at the regular meeting on May 14, 2024. Attached is the signed resolution, notice of published public hearing date, and draft copy of the proposed ordinance. (See Exhibit, 6A, 1-4).

Alderman Martin made a motion to go into the Public Hearing, seconded by Alderman Milton and carried unanimously.

Alderman Cloninger made a motion to go out of the Public Hearing, seconded by Alderman Cearley and carried unanimously.

Alderman Cloninger made a motion to approve the amendment, seconded by Alderman Martin and carried unanimously.

Old Business:

No new business at this time.

New Business:

Item 8A Cruise-In Discussion

Alderman Withers has had several citizen's comment to him about possibly bringing back the Cruise-Ins to go along with the Summer Concert Series. He has requested to open it up for discussion.

After discussion between the Board and Staff, Alderman Cearley made a motion to table the item and bring back at a later date, seconded by Alderman Cloninger and carried unanimously.

Item 8B Consideration of Sale of Town Properties

The Interim Town Manager will present the item to the Board for discussion concerning the sale of Town properties at 208 N. Holland Street and the 100 Block of N. Holland. Attached is the agreement for purchase and sale. (See Exhibit 8B, 1-9).

After discussion between the board members, Alderman Cloninger made a motion to proceed with putting the property up for sale, but no price determined at this time and to reject original offer, seconded by Alderman Martin and carried unanimously.

Manager's Report: The Interim Town Manager made mention of the National Day of Prayer on May 2, from 12-1pm.

Regular meeting ended at 7:36pm.

Item 8C Closed Session

The Board asked to add a Closed Session after the meeting.

§ 143-318.11. Closed sessions.

- (a) Permitted Purposes. – It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required:

(5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee;

Alderman Cloninger made a motion to go into the closed session, seconded by Alderman Martin and carried unanimously.

No Action taken.

Alderman Withers made a motion to go out of the closed session, seconded by Alderman Martin and carried unanimously.

Alderman Withers made a motion move forward with the Town Manager applications and approve an employee benefit package, seconded by Alderman Martin and carried unanimously.

Alderman Martin made a motion to approve the decision not to purchase a parcel, seconded by Alderman Withers and carried unanimously.

Adjourn 8:45.

Hayley Beaty, Mayor

Sarah Ballard, Town Clerk

Town of Dallas
Budget Amendment

Date: April 9, 2024

Action: General Fund Amendment

Purpose: To Appropriate Funds for Engineering Services at Dennis Franklin Gym

Number: REC-005

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
10	5700	7100	Capital Outlay Parks & Courts	\$140,800	\$148,800	\$8,000
10	3999	0000	Fund Balance Appropriated	\$598,334	\$606,334	\$8,000

Approval Signature
(Town Manager)

**Town of Dallas
Budget Amendment**

Date: April 9, 2024

Action: Stormwater Fund Amendment

Purpose: To Appropriate Funds for Stormwater MS4 Permit

Number: STWR-001

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
40	7100	0400	Professional Services	\$12,382	\$21,382	\$9,000
40	3999	0000	Fund Balance Appropriated	\$678	\$9,678	\$9,000

Approval Signature
(Town Manager)

**Town of Dallas
Budget Amendment**

Date: April 9, 2024

Action: Stormwater Fund Amendment

Purpose: To Appropriate Funds for Engineering Plans and Specs for storm drain replacement

Number: STWR-002

Fund	Dept	Line Item	Item Description	Original Amount	Amended Amount	Difference
40	7100	0400	Professional Services	\$21,382	\$56,382	\$35,000
40	3999	0000	Fund Balance Appropriated	\$9,678	\$44,678	\$35,000

Approval Signature
(Town Manager)

EXHIBIT 5A-3

Proclamation for Peace Officers Memorial Week 2024

WHEREAS, there are approximately 900,000 law enforcement officers serving communities across the United States, including the dedicated members of the Dallas Police Department; and

WHEREAS, more than ever, our nation depends upon local law enforcement as our first line of defense and it is important for the citizens of Dallas and Gaston County to know and understand the duties, responsibilities, and challenges of our law enforcement officers and agencies; and

WHEREAS, the men and women of those agencies give of themselves day in and day out to preserve our homeland security; and we applaud them for recognizing their duty to serve the people by safeguarding life and property, by protecting people against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, since the first recorded death in 1791, more than 25,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families, and U.S. flags should be flown at half-staff.

NOW, THEREFORE, BE IT PROCLAIMED, that the Town of Dallas formally designates May 15-21, 2024 as Peace Officers Memorial Week in Dallas, North Carolina, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Adopted this the 9th day of April, 2024.

Hayley Beaty, Mayor

Attested by:

Sarah Ballard, Town Clerk

**RESOLUTION OF INTENT TO CONSIDER AN ORDINANCE
AMENDING THE CHARTER OF THE TOWN OF DALLAS TO ADOPT
THE COUNCIL-MANAGER FORM OF GOVERNMENT AND
SETTING THE DATE FOR A PUBLIC HEARING THERON**

WHEREAS, pursuant to N.C.G.S.160A-101 and 160A-102, the Board of Alderman of the Town of Dallas may adopt an ordinance to amend the Charter of the Town to implement any of the optional forms of Government as set out in N.C.G.S. 160A-101(9); and

WHEREAS, N.C.G.S. 160A-102 requires that proposed Charter amendments first be submitted to a public hearing and that due notice thereof be published not less than ten (10) days prior to the date fixed for the public hearing; and

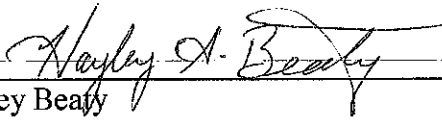
WHEREAS, the Board of Alderman of the Town of Dallas discuss the resolution at its regular meeting held on March 12, 2024 and has given due consideration and thereafter indication of the Town of Dallas' intent to pass such a resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMAN OF THE TOWN OF DALLAS THAT:

1. The Board of Alderman hereby intends to consider an ordinance amending the Charter of the Town of Dallas, as set forth within the current and existing terms of its Charter on record under authority of the General Assembly of the State of North Carolina with any prior amendments thereto, to adopt the council-manager form of government, as authorized by N.C.G.S. 160A-101(9)(b). This amendment incorporates all State of North Carolina statutory provisions for the council-manager form of government to include N.C.G.S. 160A-146 through N.C.G.S. 160A-152.
2. A public hearing on the proposed ordinance is hereby called at the Town of Dallas Courthouse on Tuesday, April 9, 2024, at 6:30 p.m.
3. Following the public hearing called hereby, the Board of Alderman shall consider passage of the ordinance at its regular meeting at the Town of Dallas Courthouse on Tuesday, May 14, 2024, at 6:30 p.m.
4. The Town Clerk is hereby directed to cause to be published in the Gaston Gazette a proper notice of the public hearing called, which notice shall contain a summary of the proposed Charter amendments.

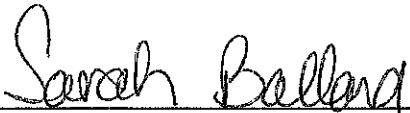
This resolution shall become effective upon adoption.

Adopted this the 12 day of March, 2024.



Hayley Beaty
Mayor

ATTEST:



Sarah Ballard
Town Clerk



NOTICE OF PUBLIC
HEARING
ON PROPOSED CHARTER
AMENDMENT ORDI-
NANCE

The public will take notice that the Board of Alderman of the Town of Dallas will conduct a public hearing at the old Dallas Courthouse located in the town square at 6:30 p.m. on Tuesday, April 9, 2024 concerning a proposed ordinance amending the Charter of the Town of Dallas, as set forth in Chapter 342 of the 1979 Sessions Laws of North Carolina, as amended, to adopt the council-manager form of government pursuant to G.S.160A-101(9). Following the public hearing, the Board of Alderman will consider passage of the ordinance at its regular meeting to be held on Tuesday, May 14, 2024.
March 24 2024
LWLM0075717

**AN ORDINANCE AMENDING THE CHARTER OF THE TOWN OF DALLAS, NC
TO ADOPT THE COUNCIL-MANAGER FORM OF GOVERNMENT**

WHEREAS, be it ordained by the Board of Aldermen of the Town of Dallas, North Carolina

WHEREAS, pursuant to N.C.G.S. 160-A-101 and N.C.G.S. 160-A-102, the Charter of the Town of Dallas, North Carolina, as amended, is hereby further amended to provide that the Town of Dallas, North Carolina shall operate under the council-manager form of government in accordance with Part 2 of Article 7 of N.C.G.S. Chapter 160A and any charter provisions not in conflict therewith, and

WHEREAS, the Town Clerk shall cause a notice to be duly published, stating that an ordinance amending the Charter to adopt the council-manager form of government has been adopted. Subject to any referendum petitioned for and conducted pursuant to N.C.G.S. 160A-103, this ordinance shall be in full force and effect from and after May 14, 2024, and

NOW THEREFORE BE IT ORDAINED, by the Board of Aldermen of the Town of Dallas, North Carolina, motion to approve the ordinance amending the charter of the Town of Dallas to adopt the council-manager form of government.

Adopted this 14th day of May, 2024.

Yeas:

Nays:

Hayley Beaty, Mayor

ATTESTED:

Sarah Ballard, Town Clerk



AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between Oriel Properties and Investments, Inc.

a(n) (individual or State of formation and type of entity) ("Buyer"), and

Town of Dallas

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

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

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

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

(a) "Property": (Address) 208 N Holland, Dallas, NC 28034 & (LOT) 07 005 020 00 000

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

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

(For information purposes: (i) the tax parcel number of the Property is: 224355 & 132105 ; and, (ii) some or all of the Property, consisting of approximately 0.02 & .25 acres, is described in Deed Book , Page No. , Gaston County.)

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

\$ 60,000.00 (b) "Purchase Price" shall mean the sum of Sixty Thousand Dollars,

payable on the following terms:

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

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

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

STANDARD FORM 580-T Revised 7/2023 © 7/2000

Buyer Initials Seller Initials

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

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

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

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

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

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

\$ 57,000.00 (iii) Cash, balance of Purchase Price, at Closing in the amount of Fifty-Seven Thousand Dollars.

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

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

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

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

Buyer Initials CM Seller Initials _____

April 30, 2024

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

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

("Listing Agency"),

("Listing Agent" - License # _____)

Acting as: Seller's Agent; Dual Agent

and David Realty LLC ("Selling Agency"),

Casey Miller ("Selling Agent" - License # 267965)

Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent

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

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.

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

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

e-mail address: info@orielproperties.com fax number: _____

except as same may be changed pursuant to Section 12.

(i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

(j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

(k) If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.

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

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

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant

Buyer Initials DS CM Seller Initials _____

compliance, and the following:

Each party shall pay its own attorney's fees.

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

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

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

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

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

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

Buyer Initials DS CM Seller Initials _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Adverse Information and Compliance with Laws:

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

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

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

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

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

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

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

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

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

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

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

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

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

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

BUYER:

SELLER:

Individual

Individual

Date: _____

Date: _____

Date: _____

Date: _____

Buyer Initials _____ Seller Initials _____

Business Entity

Business Entity

Oriel Properties and Investments, Inc.

Town of Dallas

(Name of Entity)

(Name of Entity)

By: 

By: _____

Name: Casey Miller

Name: _____

Title: President

Title: _____

Date: 3/26/2024

Date: _____

WIRE FRAUD WARNING

To Buyers: Before sending any wire, you should call the closing agent's office to verify the instructions. If you receive wiring instructions for a different bank, branch location, account name or account number, they should be presumed fraudulent. Do not send any funds and contact the closing agent's office immediately.

To Sellers: If your proceeds will be wired, it is recommended that you provide wiring instructions at closing in writing in the presence of the closing agent. If you are unable to attend closing, you may be required to send an original notarized directive to the closing agent's office containing the wiring instructions. This directive may be sent with the deed, lien waiver and tax forms if those documents are being prepared for you by the closing agent. At a minimum, you should call the closing agent's office to provide the wire instructions. The wire instructions should be verified over the telephone via a call to you initiated by the closing agent's office to ensure that they are not from a fraudulent source.

Whether you are a buyer or a seller, you should call the closing agent's office at a number that is independently obtained. To ensure that your contact is legitimate, you should not rely on a phone number in an email from the closing agent's office, your real estate agent or anyone else.

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

(Name of Escrow Agent)

Date: _____

By: _____

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

e-mail address: _____ fax number: _____

except as same may be changed pursuant to Section 12.