



CITY OF CHERRYVILLE

116 S. MOUNTAIN STREET

CHERRYVILLE, N.C. 28021

PHONE: 704-435-1709 FAX: 704-435-9933

E-MAIL: pgreen@cityofcherryville.com

**REGULAR WORK SESSION MEETING
TUESDAY JANUARY 30, 2024 @ 5:30 PM
CHERRYVILLE COMMUNITY BUILDING
W.J. ALLRAN JR. COUNCIL CHAMBERS
106 S. JACOB STREET CHERRYVILLE, NC 28021**

CONSENT AGENDA:

- I. PUBLIC HEARING CONTINUED FEBRUARY 12, 2024 RE: REZONING TERRACE ESTATES II, PLANNING & ZONING DIRECTOR RICHARD ELAM (See Agenda Materials) pg.(s) 1-11
- II. RESOLUTION OF INTENT TO CLOSE A STREET OR ALLEY RE: VERNON STREET, PLANNING & ZONING DIRECTOR RICHARD ELAM (See Agenda Materials) pg.(s) 12-37

ITEMS FOR DISCUSSION OR CONSIDERATION:

- III. DISCUSSION OF REZONING TERRACE ESTATES II WITH PLANNING BOARD MEMBERS, PLANNING & ZONING DIRECTOR RICHARD ELAM (See Agenda Materials) pg.(s) 1-11
- IV. END OF YEAR REPORT FOR CHERRYVILLE POLICE DEPARTMENT, POLICE CHIEF BRANDON HUNSUCKER (See Agenda Materials) pg.(s) 38-44
- V. END OF YEAR REPORT FOR CHERRYVILLE FIRE DEPARTMENT, FIRE CHIEF JASON WOFFORD (See Agenda Materials) pg.(s) 45-48
- VI. DISCUSSION OF UPSET BID PROCESS RE: CITY OWNED PROPERTY ON BATES AVE. GASTON COUNTY PID# 130718 & 130719, CITY MANAGER BRIAN DALTON (See Agenda Materials) pg.(s) 49-63
- VII. OTHER BUSINESS
- VIII. ADJOURNMENT

Providing exceptional service to our community that inspires life to blossom

CITY OF CHERRYVILLE

APPLICATION FOR ZONING CLASSIFICATION CHANGE

TO THE CHAIRMAN OF THE CHERRYVILLE PLANNING BOARD

The undersigned hereby respectfully request that the Cherryville Planning Board, pursuant to the provisions of Section 19 of the Cherryville Zoning Ordinance, recommended to the Cherryville Council a Zoning Classification change from:

R12 to R9 Cluster

On the following described property:

Gaston County Tax Book _____ Map _____ Parcel(s) _____

PID # 158768 Total Acreage of Property 33.27

The property address is: No assigned address

Owner/Applicant Name: William L Heafner Debra Heafner

Mailing Address: PO Box 1732, Lincolnton, NC 28093

Phone Number(s): 704 736 4331

This property is owned by: William L Heafner Debra Heafner

as evidence by deed dated 12/31/2007

recorded in Gaston County Deed Book 4376 Page 0834

This property is bounded by on the:

NORTH See Attached Map

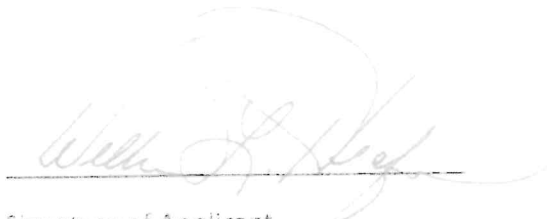
SOUTH _____

EAST _____

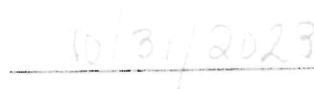
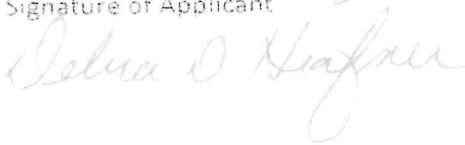
WEST _____

It is understood by the undersigned that the Zoning Map, as originally adopted and as subsequently amended, is presumed by the Planning Board to be appropriate to the property involved and that the burden of proof for a Zoning Amendment rests with the applicant.

The fee in the amount of \$350.00 is required to cover the cost of advertisement and Public Hearing(s).



Signature of Applicant



Date

Date record of events in reference to Rezoning Request for Terrace Estates II

William L & Debra Heafner (applicant and property owner) applied on **October 31, 2023** for the property West of Black Rock School Rd and North of Delview Rd (known as parcel identification number 158768) to be rezoned from R-12 (Single Family Residential) to CZ/R9 (Cluster Development).

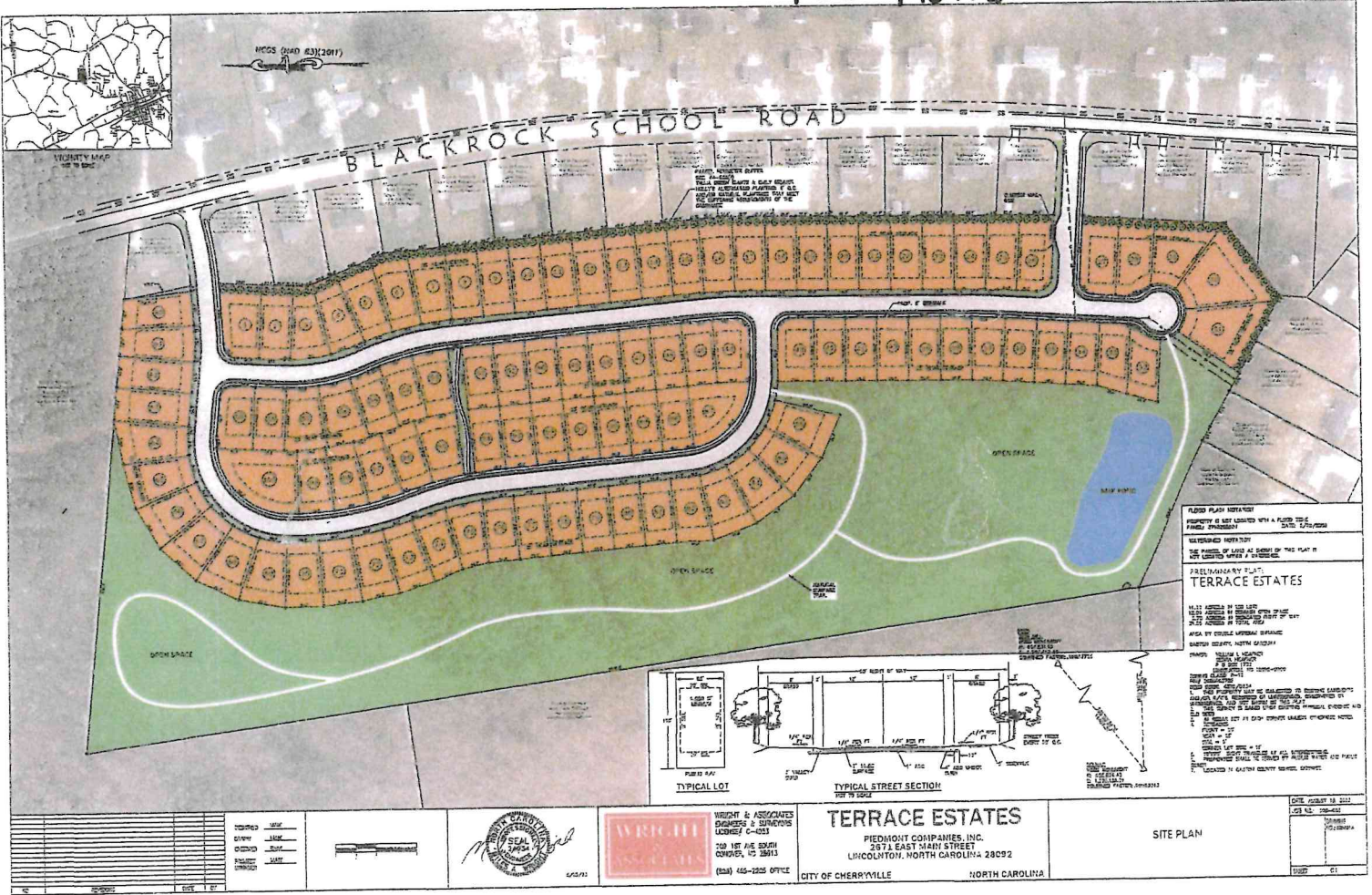
At the regular meeting of the City of Cherryville's Planning Board on **November 20th, 2023**, the Planning Board per Section 19.1.5 (e) of the City of Cherryville Zoning Ordinance made a unanimous motion recommending to the City Council "**Denial of the application request**" from R-12 (Single Family Residential) to CZ/R9 (Cluster Development).


At the regular meeting of the City of Cherryville City Council on December 11th, 2023, a Public Hearing date of January 8th, 2024 was set.

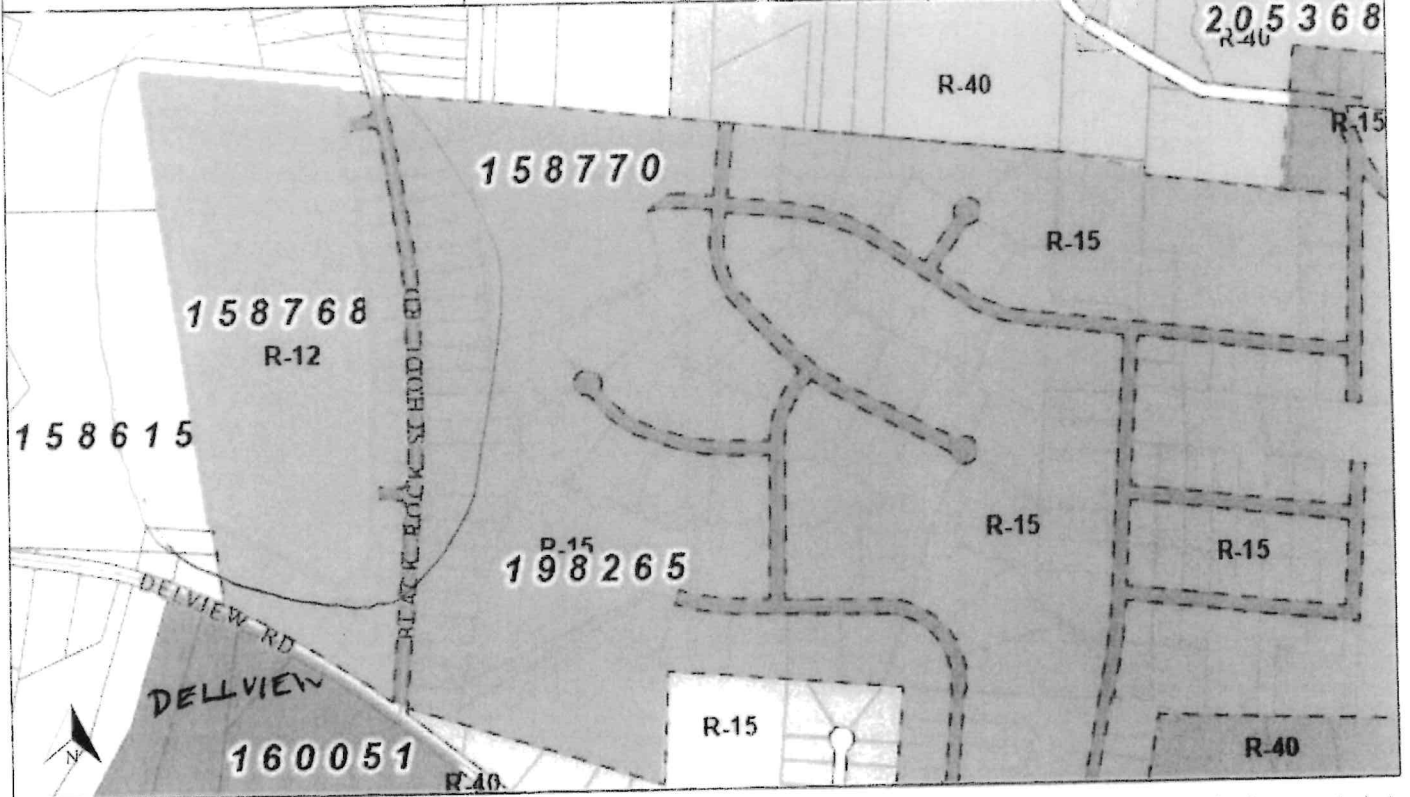
On December 14th, 2023, Parcel # 158768 was posted, adjacent property owners, applicant and property owners were notified by First Class US Mail and City Hall was posted with "Notice of Public Hearing" for the January 8th, 2024 City Council meeting at 6 p.m.

The "Legal Notice of Public Hearing" was advertised in "The Eagle" newspaper on December 20th and December 27th, 2023.

100 Homes



<p>PRIMARY PROPERTY ADDRESS</p> <p>NO ASSIGNED ADDRESS</p> <p>PROPERTY INFORMATION</p> <p>CITY LIMITS: CHERRYVILLE ETJ: NOT IN ETJ POLICE DISTRICT: CHERRYVILLE FIRE DISTRICT: CHERRYVILLE SPECIAL FLOOD HAZARD AREA: LOCAL WATERSHED: MUDDY CREEK CENSUS TRACT: 306.02</p>	<p>TAX INFORMATION</p> <p>PARCEL #: 158768 PIN #: 2680163705 CURRENT OWNERS: HEAFNER WILLIAM L HEAFNER DEBRA MAILING ADDRESS: P O BOX 1732 . LINCOLNTON, NC 28092-0000 NBHD #: 1A074 NBHD NAME: TERRACE ESTATES TOWNSHIP: CHERRYVILLE TOWNSHIP LEGAL DESC: . 12 028 025 00 000 DEED BOOK: 4376 PAGE: 0834 DEED RECORDING DATE: 12/31/2007 SALES AMOUNT: \$236,500 PLAT BOOK: PAGE: STRUCTURE TYPE: YEAR BUILT: 0 SQUARE FOOTAGE: 0 VACANT: VACANT BASEMENT: NO BED: 0 BATH: 0 HALF-BATH: MULTI-STRUCTURES: NO ACREAGE: 33.27 TAX CODE: 140 TAX DISTRICT: CHERRYVILLE CITY VOLUNTARY AG DISTRICT: NO PROPERTY USE: RESIDENTIAL</p>	<p>PHOTO NOT AVAILABLE</p>
<p>TAX VALUES</p> <p>MARKET LAND VALUE: \$171,300 MARKET IMPR. VALUE: \$0 MARKET VALUE: \$171,300 FARM DISCOUNT: NO EXEMPT: NO TAXABLE VALUE: \$171,300</p>	<p>SKETCH NOT AVAILABLE</p>	 <p>GASTON COUNTY GIS</p>



Disclaimer: The information provided is not to be considered as a legal document or description. The map & parcel data is believed to be accurate, but Gaston County does not guarantee its accuracy. Values shown are as of January 1, 2023 - Document created for printing on November 29, 2023

GASTON COUNTY

Tools



158768



Map Layers

Legend

- Gaston County Facilities
- Schools
- Building Footprints
- Interstate 85
- Highways
- Major Roads
- Railroads
- Easements
- Book & Map Index
- ETJ
- Parcels
- Streets
- Parcel Flood Acres
- Rivers
- Cemeteries
- Parks & Recreation
- Municipalities
- Tax Districts
- NC index

Zoning

- Gaston County UDO Overlays
- Gaston County UDO
- Belmont Overlays
- Belmont Zoning
- Bessemer City Overlays
- Bessemer City Land Development Code
- Cherryville Zoning
- Cramerton Zoning
- Dallas Zoning
- Gastonia Zoning
- Kings Mountain UDO
- Lowell Land Use Code
- McAdenville UDO
- Mount Holly Overlays
- Mount Holly Zoning
- Stanley Zoning

Natural

Elections

Public Safety

Labels

Refresh Visible Layers

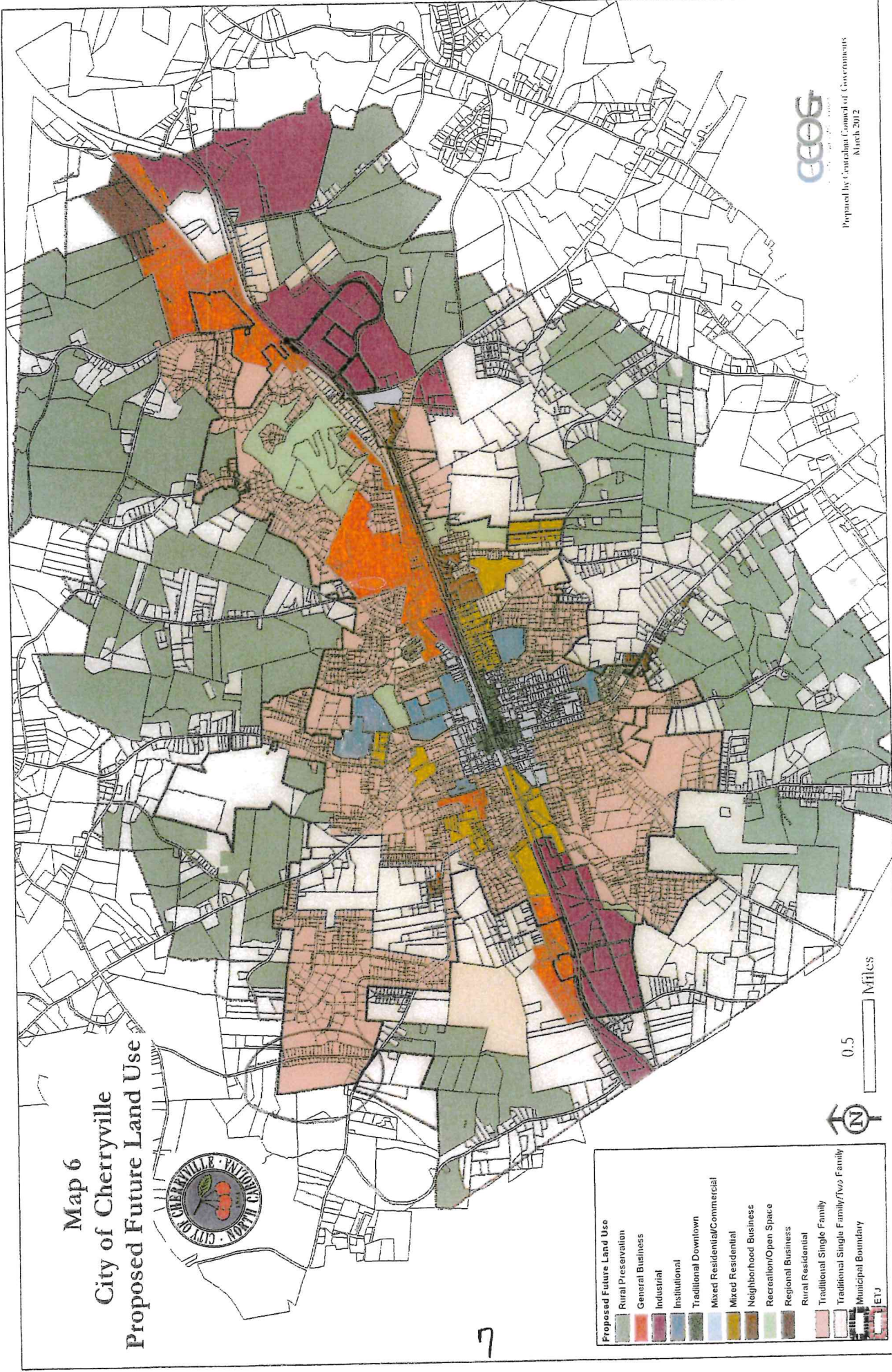


600 ft

35.390824°, -81.384631°

6

Map 6
City of Cherryville
Proposed Future Land Use



Proposed Future Land Use

- Rural Preservation
- General Business
- Industrial
- Institutional
- Traditional Downtown
- Mixed Residential/Commercial
- Neighborhood Business
- Recreation/Open Space
- Regional Business
- Rural Residential
- Traditional Single Family
- Traditional Single Family/Two Family
- Municipal Boundary
- EIJ



0.5

Miles



Prepared by Carolina Council of Governments
 March 2012



Terrace Estates Subdivision

Community Highlights

November 20, 2023

- Homes will be built by Century Communities (stock CCS, www.centurycommunities.com) a Top 10 national residential builder.
- Nice roads with curb and gutter construction
- Sidewalks on one side of the street
- Walking trail through common areas. A very walkable community.
- Underground electrical and internet/TV utilities
- Cluster mailboxes at the entrance to the subdivision
- Homeowner's Association to manage the common areas and keep the subdivision in good condition.
- Tree buffer along the back of lots that border existing homes along Black Rock School Road to provide privacy and block views of 2 story homes above current homes.
- Lots have at least 6 feet of side setbacks to keep distances between houses larger than commonly found in many new communities.
- Street trees

City Council's Considerations on the Rezoning request per Section 19.1.5:

1. Grant the rezoning as requested to **CZ/R-9** Cluster development - **6,000 sq ft lots**
2. Grant a rezoning to a **CZ/R-12** Cluster development - **8,000 sq ft lots** (The property is currently R-12 (12,000 sq ft lots))
3. Grant a rezoning to **R-9** Single Family Residential – **9,000 sq ft lots** – (or it can be a combination of Item 1 (6,000 sq ft lots) and this Item 3 (9,000 sq ft lots))
4. Grant a rezoning **CZ/R-15** Cluster development - **10,000 sq ft lots**
5. Denial of the application request (the parcel would remain Zoned **R-12** Single Family Residential - **12,000 sq ft lots**)



City of Cherryville City Council

STATEMENT OF CONSISTENCY

CITY OF CHERRYVILLE
REQUIREMENT OF SECTION 19.1.4 OF
THE CITY OF CHERRYVILLE ZONING ORDINANCE

The City Council of the City of Cherryville held its regular meeting on **January 8th, 2024** to consider **Rezoning Parcel ID# 158768**, from **R-12 (Single Family Residential)** to **R-9/Cluster Development Zoning**. After all discussion of the rezoning, the City Council draws the following CONCLUSIONS:

1. It is the **CITY COUNCILS' CONCLUSION** that, the proposed rezoning **IS/IS NOT** consistent with the City of Cherryville Land Use Plan adopted in August, 2012.

2. The **CITY COUNCIL** finds the proposed rezoning's **IS/IS NOT** reasonable and **IS/IS NOT** in the public interest. This conclusion is based on the following:

Ordered this the ____ day of _____, 2024

H.L. Beam III – Mayor

Paige Green – City Clerk



**SPECIAL USE PERMIT
Findings of Fact**

PROPERTY LOCATION: **PID # 158768** Cherryville, NC 28021
 Located between Black Rock School Rd & Delview Rd

USE: R-9 CZ (Conditional Zoning) – Cluster Development

FINDINGS OF FACT

	YES	NO
1. The use will not materially endanger the public health Or safety if located where proposed and developed according to plan, and	—	—
2. The use meets all required conditions and specifications, and	—	—
3. The use will not substantially injure the value of adjoining Or abutting property unless the use is a public necessity, and	—	—
4. The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with the Cherryville Land Development Plan.	—	—

After having held a Public Hearing on **January 8th, 2024**, and in light of the **Finding of Fact** listed herein, the following action was taken by Cherryville City Council:

Mayor

DATE

CITY CLERK

ATTEST:

CITY OF CHERRYVILLE
PLANNING & ZONING DEPARTMENT
STREET / ALLEY CLOSING APPLICATION

Pursuant to North Carolina General Statute 160A-299, being a property owner adjacent to the street/alley described below, do hereby petition the City of Cherryville to permanently close the said street/alley.

Name of street/alley: **Unopened Street Right of Way – Vernon Street Extension (Parcel 208212)**

From: **Summers Place (North)** to **Property Tax ID # 159930 (South)**

Adjacent Parcel Identification Numbers:

Tax Parcel 159930 (Southern border)

Summers Place (Northern border)

Tax Parcel 218212 (Eastern border)

Tax Parcel 218211 (Western border)

Tax Parcel 158820 (Northwestern corner)

Further description if needed:

Gaston County Tax Parcel 208212 is an unpaved, unopened street right of way 59.84 ft. in width at the North end of the parcel, where it intersects with Summers Place. It is 330.17 ft. long on the East side of the parcel which borders GC Tax Parcel 218212; 338.26 ft. long on the West side of the parcel that borders GC Tax Parcel 218211 and 59.95 ft. wide at the South end of the parcel that borders GC Tax Parcel 159930.

Application Fee: **\$500.00**

Name of Applicant: **Tim Muller and Deborah Stone-Muller**

Address of Applicant: **126 Summers Place Cherryville, NC**

Phone number of applicant: **704-268-9604**

Signature of Applicant: *Tim Muller Deborah Stone-Muller*

Date of signature and applicant: **1/18/24**

Exhibit A

GIS parcels



**STOTT, HOLLOWELL,
WINDHAM & STANCIL, PLLC** 
A T T O R N E Y S A T L A W

December 6, 2023

RE: Timothy Muller & Deborah Stone-Muller property title examination

To Whom It May Concern:

QUALIFICATIONS AND STATEMENT OF PURPOSE:

I am an attorney licensed to practice law in the State of North Carolina. I confine my practice to real estate law, a field in which I have more than ten years' experience. I have examined title to real property located at the intersection of Summers Place and Vernon Street, Cherryville, North Carolina, on behalf of my clients, Timothy L. Muller and wife, Deborah Stone-Muller. I am writing this letter for the purpose of certifying ownership of said real property as part of a petition to close an unopened street right of way lying between lands owned by my clients.

The subject property is identified as tax parcel #208212 and has no assigned address. It is a portion of those lands shown and described upon that certain plat for Delview Acres, #2 (attached), a copy of which is recorded in Plat Book 25 at Page 22 in the Gaston County Registry. The plat was dated October 24, 1970, and recorded November 10, 1970. That plat depicts a 60' right of way for Vernon Street. Three weeks after recording the plat, on December 3, 1970, a tax map (attached) was filed by Gaston County in the Office of Tax Supervisor for the subdivision, in Book 12, Map 28A, Page 64. That tax map depicts the subject property as an "unopened street."

This opinion also refers to a plat of survey (attached) prepared for Paul Richard Jenks and wife, Donna R. Jenks, made by Robinson & Sawyer, dated February 18, 1986, and revised July 10, 1986, which survey also depicts the subject property as "UNOPENED STREET 60' R/W." That survey states that the unopened right of way contains 0.458 acres.

CHAIN OF TITLE:

1970: Deed Book 1036 at Page 260

Jim White and wife, Okley White receive title to acreage in Cherryville Township. They platted the property as "Delview Acres #2" and recorded a plat for that subdivision in Plat Book 25 at Page 22.

The plat contains a statement signed by the owners of the land (attached), reading "... We are the owners of the property as shown and described herein and that I (we) hereby

TEL: 704-827-3941 | TEXT: 704-800-6454 | FAX: 704-827-0644 | E-MAIL: BUNGER@SHWS.LAW

adopt this plan of subdivision with my (our) free consent, establish minimum building lines, and dedicate all streets, alleys, walks, parks, and other sites to public or private use as noted.” There is also a statement by the City Clerk of Cherryville that the dedication of said streets is accepted and the plat approved by the Cherryville Board of Commissioners.

1972: Deed Book 1072 at Page 658

Jim White and wife, Okley White execute a right of way Agreement (attached) to the North Carolina Department of Transportation, dedicating a 60’ foot right-of-way. The description includes their 1970 deed reference and lists the name of the road as being “Delview Acres #2.”

1984: Deed Book 1500 at Page 839

Okley White, a widow, executes a deed to Paul Richard Jenks and wife, Donna Renee Jenks:

Tract One: Lots 1, 2, 3, 4 & 5 in Block F and Lots 7 & 8 in Block G, of Delview Acres #2

Tract Two: Lands south of those Lots in Tract One, a portion of Delview Acres #2. These lands are bounded “on the East by an unopened street.”

That “unopened street” is the subject property, tax parcel #208212.

The lands in Tract Two today are tax parcels #218211, #281212, and #300486.

1986: Deed Book 1798 at Page 16

Paul Richard Jenks and wife, Rene S. Jenks (a/k/a Donna Renee Jenks) executes a deed to Dennis Gene Neill and Jane E. Neill for the same Tracts One and Two the Jenks were conveyed in 1984.

The Robinson & Sawyer survey (attached) dated July 10, 1986 was used to draw the legal description for the 1986 deed. That survey identifies the subject property as an “unopened street,” and the legal description states that the property is bounded by “an unopened extension of Vernon Street, (Plat Book 25, Page 22).

2022: Deed Book 5355 at Page 623

Jane E. Neill, a widow, executes a deed to Timothy Muller and wife, Deborah Stone-Muller, for the same property she and her late husband received in 1986, using the same legal description from the 1986 survey. That deed again refers to the “unopened extension of Vernon Street, (Plat Book 25, Page 22).

Those lands conveyed to the Mullers in the 2022 deed are today known as tax parcels #218211 and #281212. Again, those two parcels are on either side of the subject property, tax parcel #208212.

CONCLUSIONS:

The Gaston County tax map, the subdivision plat, and every deed in the chain of title for the property surrounding the subject property from 1984 to the present all refer to the land identified as tax parcel #208212 as an unopened street right of way, an extension of Vernon Street. Therefore, the undersigned gives it as his opinion that the subject property, tax parcel #208212, is a 60' right of way for an unopened extension of Vernon Street.

It was accepted for dedication by the Board of Commissioners of the City of Cherryville and by Gaston County, upon recordation of that plat of subdivision in November of 1970, and by the filing of the official tax map for the subdivision in December of 1970. No deed or plat is recorded in the Gaston County Register of Deeds affecting title to the subject property since its dedication as a 60' public right of way.

The undersigned is informed that the unopened street right of way is unused for its intended purpose, as a means of access for the owners of lots in Delview Acres Subdivision #2. The proper procedure under North Carolina law for removing said right of way from dedication to the public is outlined in §160A-299 of the North Carolina General Statutes.

Under that statute, a city may permanently close any street or public alley after "adopt[ing] a resolution declaring its intent to close the street or alley and calling a public hearing on the question." *NCGS § 160A-299(a)*

The statute also makes clear that the procedure applies "to any street or public alley within a city or its extraterritorial jurisdiction that has been irrevocably dedicated to the public, without regard to whether it has actually been opened." *NCGS § 160A-299(d)*

The statute says in subsection (c) that "upon the closing of the unopened street right of way, all right, title and interest in the right of way shall conclusively be presumed to be vested in those persons owning lots or parcels of land adjacent to the street or alley."

In this case, the Mullers own both tracts of land to the west (parcel #218211) and to the east (parcel #218212) of the subject property. In the event their petition to close that unopened street right of way for an extension of Vernon Street is approved, title to the subject property would vest in Timothy Muller & wife Deborah Stone-Muller as a matter of law.

Very truly yours,



Benjamin C. Unger

Encl.

Exhibit A

GIS parcels

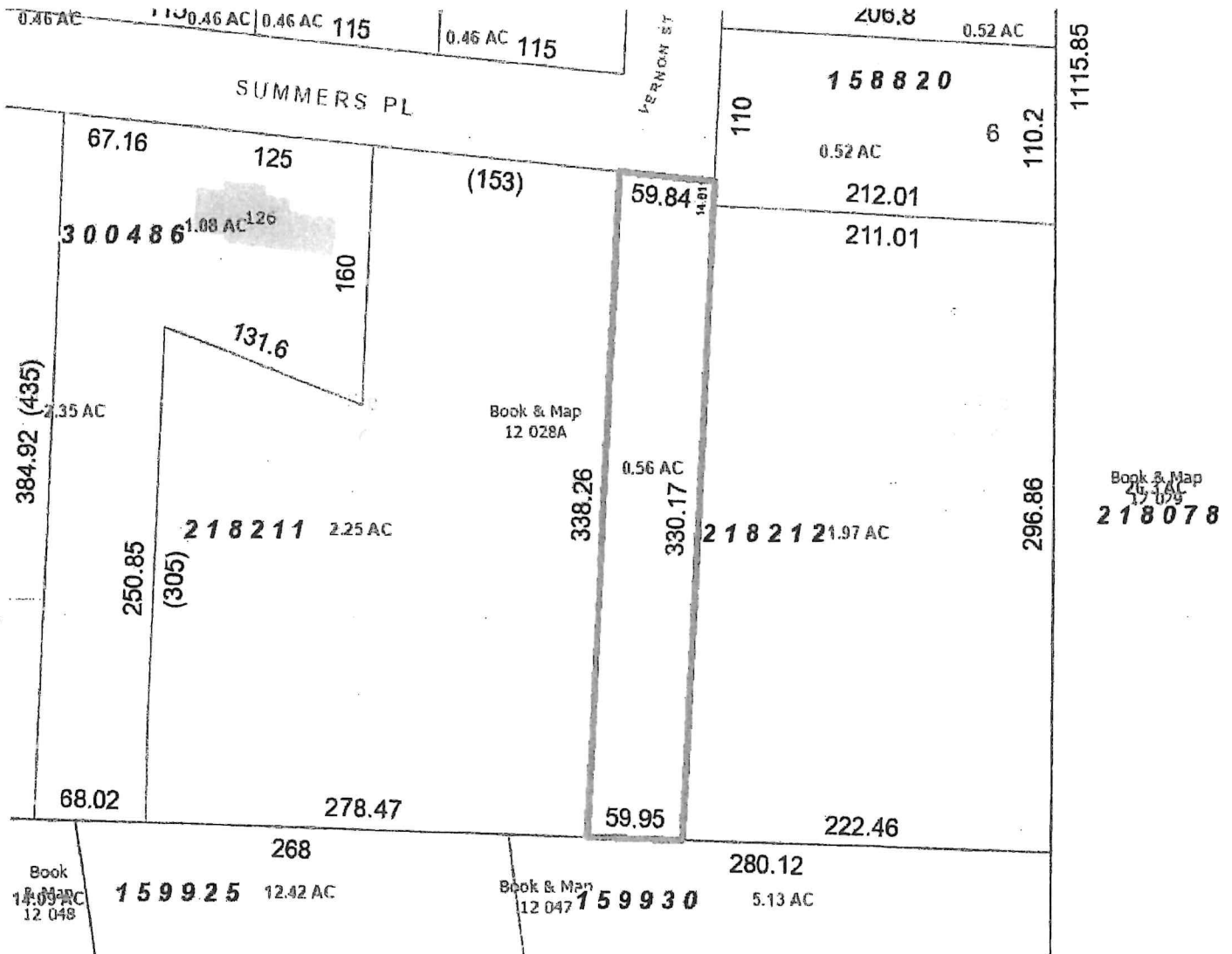
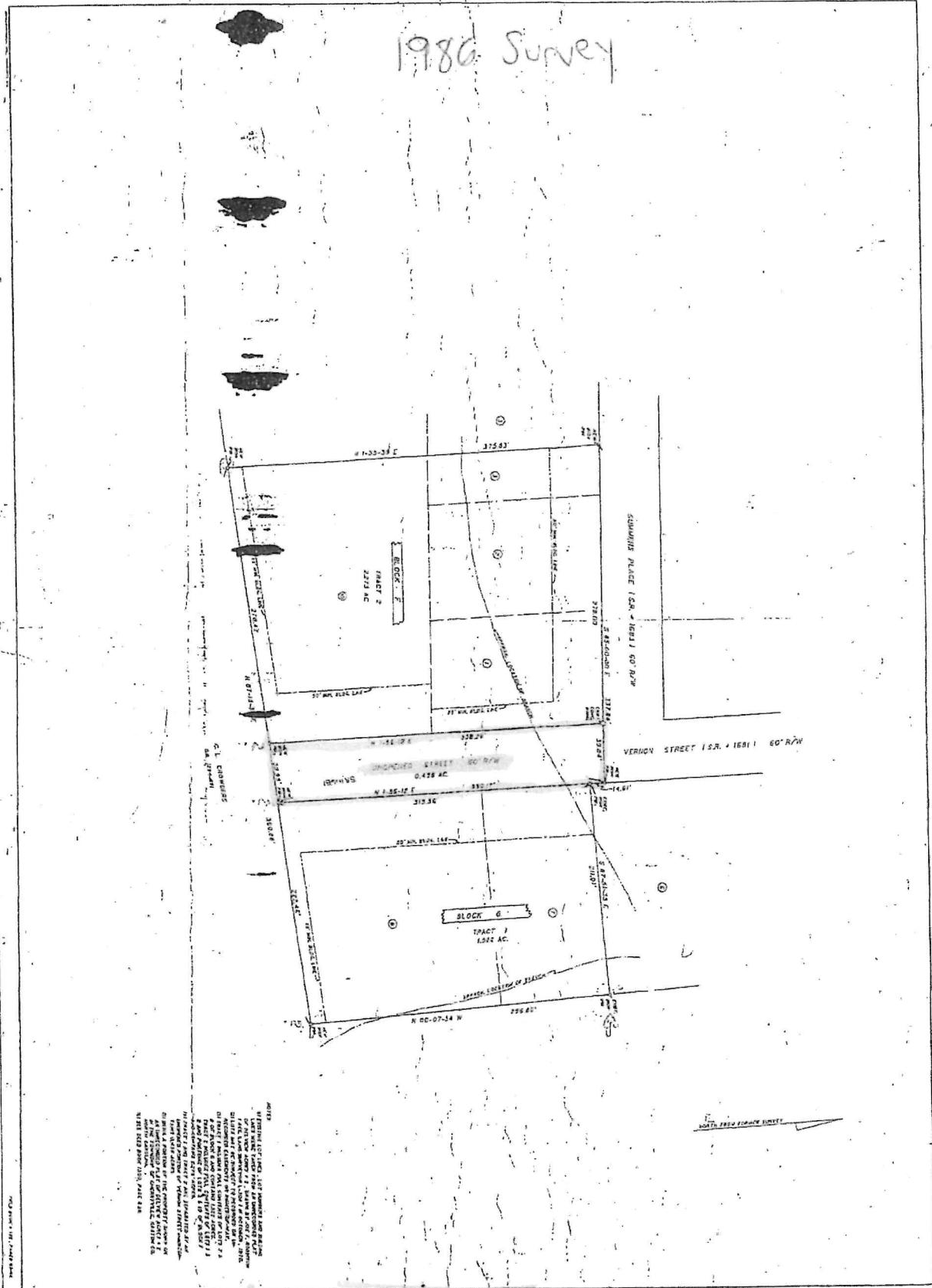


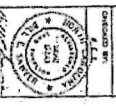
Exhibit B

1986 Survey



NOTES:
 1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1972 AND THE REGULATIONS THEREUNDER.
 2. THE BOUNDARIES SHOWN ON THIS PLAT ARE THE RESULT OF A CAREFUL SURVEY MADE BY THE SURVEYOR AND HIS ASSISTANTS.
 3. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER THAT THERE ARE NO OTHER CLAIMS TO THE LAND SHOWN ON THIS PLAT.
 4. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER THAT THERE ARE NO OTHER EASEMENTS OR RIGHTS IN THE LAND SHOWN ON THIS PLAT.
 5. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER THAT THERE ARE NO OTHER ENCUMBRANCES ON THE LAND SHOWN ON THIS PLAT.
 6. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER THAT THERE ARE NO OTHER INTERESTS IN THE LAND SHOWN ON THIS PLAT.
 7. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER THAT THERE ARE NO OTHER CLAIMS TO THE LAND SHOWN ON THIS PLAT.
 8. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER THAT THERE ARE NO OTHER EASEMENTS OR RIGHTS IN THE LAND SHOWN ON THIS PLAT.
 9. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER THAT THERE ARE NO OTHER ENCUMBRANCES ON THE LAND SHOWN ON THIS PLAT.
 10. THE SURVEYOR HAS BEEN ADVISED BY THE OWNER THAT THERE ARE NO OTHER INTERESTS IN THE LAND SHOWN ON THIS PLAT.

DATE	1986
SCALE	1" = 40'
OWNER	PAUL RICHARD JENNS & WIFE DENNA W. JENNS
CONVEYOR	PAUL RICHARD JENNS & WIFE DENNA W. JENNS
RECORDED	NOV 11 1986
BOOK	100
PAGE	100



ENHARTVILLE TOWNSHIP, LENOIR COUNTY, N. C.
 PAUL RICHARD JENNS & WIFE DENNA W. JENNS
 SURVEYORS
 UNKORCORATED PORTION OF SURVEY ALPES NO. 2
 TOTAL AREA = 3.897 ACRES

ROBINSON & SAWYER, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 814 S. YORK STREET
 DARTMOUTH, NORTH CAROLINA 28021

Exhibit C

Plat L B SALLIE

DELVIEW ACRES NO. 2

NEAR CHERYVILLE, GASTON COUNTY, N.C.

BEFORE ME, the CITY CLERK OF THE CITY OF CHERYVILLE, NORTH CAROLINA, DO HEREBY CERTIFY THAT ON THE 12 DAY OF SEP, 1970, THE BOARD OF COMMISSIONERS OF THE CITY OF CHERYVILLE APPROVED THIS PLAN FOR RECORD AND ACCEPTS THE DEDICATION OF STREETS, ALLEYS, RIGHTS-OF-WAY AND PUBLIC PARKS AND OTHER SITES FOR PUBLIC PURPOSES AS SHOWN HEREON BUT ASSUME NO RESPONSIBILITY TO MAINTAIN THE SAME UNTIL THE THIRTIETH DAY OF NOVEMBER NEXT BY THE CITY OF CHERYVILLE, IT IS THE PUBLIC INTENT TO DO SO.

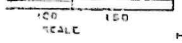
John B. Mendenhall
CITY CLERK

John B. Mendenhall
CHAIRMAN OF THE PLANNING BOARD

BEFORE ME, the CLERK OF THE SUPERIOR COURT OF GASTON COUNTY, NORTH CAROLINA, DO HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH MINIMUM BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN HEREON IS WITHIN THE PLATING JURISDICTION OF THE CITY OF CHERYVILLE, NORTH CAROLINA.

John B. Mendenhall
CLERK OF THE SUPERIOR COURT

John B. Mendenhall
CITY ENGINEER

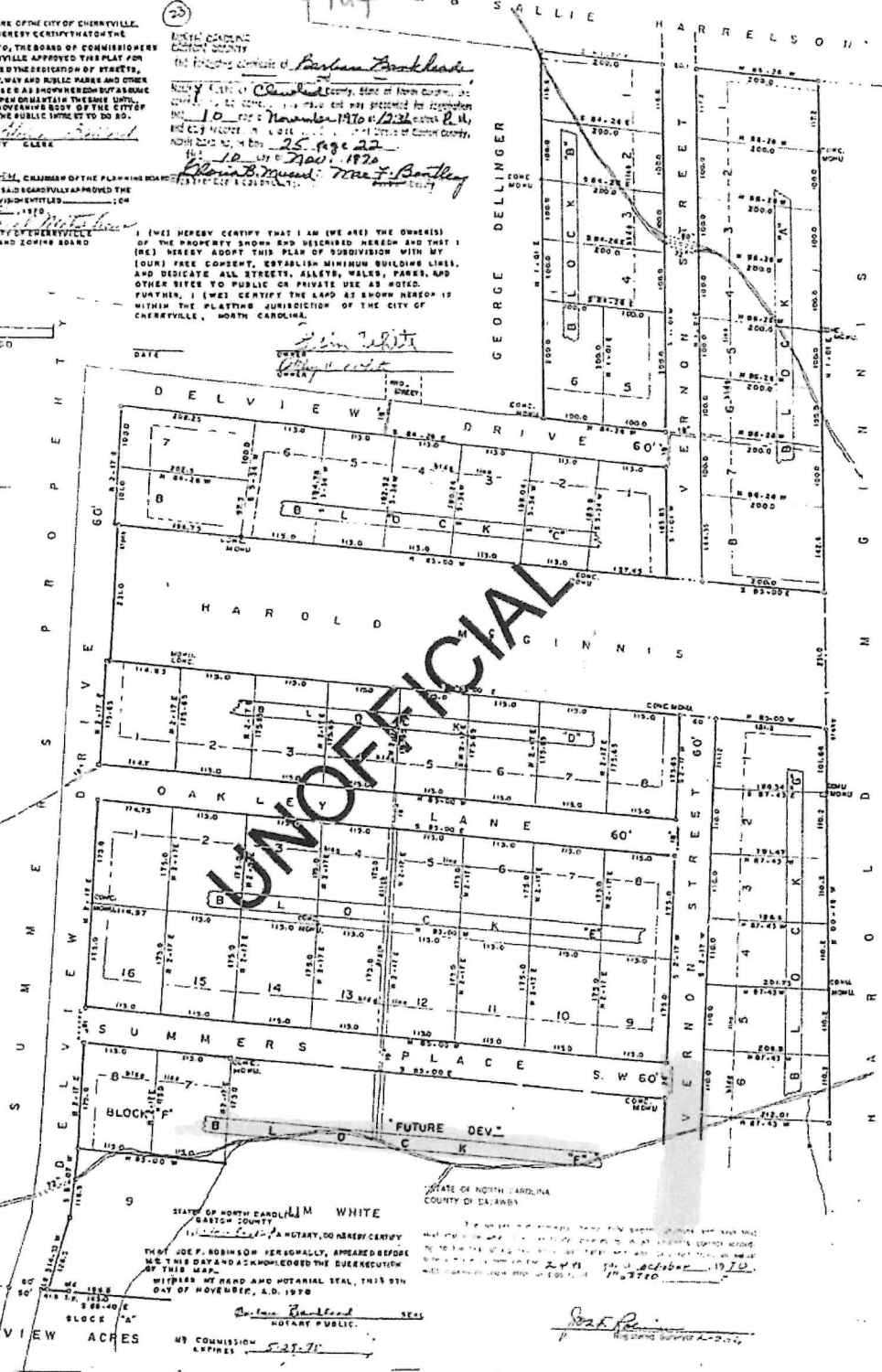


FIELD AREA:
1248 252
1042 184
1042 184

CITY ENGINEERS APPROVAL
CITY OF CHERYVILLE



STATE OF NORTH CAROLINA
COUNTY OF GASTON



UNOFFICIAL

STATE OF NORTH CAROLINA
COUNTY OF GASTON
I, John B. Mendenhall, CLERK OF THE SUPERIOR COURT, DO HEREBY CERTIFY THAT JOSEF ROBINSON PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THIS MAP.
WITNESS MY HAND AND NOTARIAL SEAL, THIS 9TH DAY OF NOVEMBER, A.D. 1970

John B. Mendenhall
NOTARY PUBLIC
MY COMMISSION EXPIRES 5-27-71

John B. Mendenhall
REGISTERED SURVEYOR

77

22

Exhibit D

DELVIEW ACRES NO. 2
NEAR CHERRYVILLE, GASTON COUNTY, N.C.

Enlarged Plat Dedication
Language

T. L. 8

23

I, [Signature], CITY CLERK OF THE CITY OF CHERRYVILLE, NORTH CAROLINA, DO HEREBY CERTIFY THAT ON THE 12 DAY OF Feb, 1970, THE BOARD OF COMMISSIONERS OF THE CITY OF CHERRYVILLE APPROVED THIS PLAT FOR RECORDING AND ACCEPTED THE DEDICATION OF STREETS, EASEMENTS, RIGHTS OF WAY AND PUBLIC PARKS AND OTHER SITES FOR PUBLIC PURPOSES AS SHOWN HEREON BUT ASSUME NO RESPONSIBILITY TO OPEN OR MAINTAIN THE SAME UNTIL, IN THE OPINION OF THE GOVERNING BODY OF THE CITY OF CHERRYVILLE, IT IS IN THE PUBLIC INTEREST TO DO SO.

DATE (SEAL) 12 Feb 1970
CITY CLERK [Signature]

[Signature], CHAIRMAN OF THE PLANNING BOARD, HEREBY CERTIFY THAT THE SAID BOARD FULLY APPROVED THE FINAL PLAT OF THE SUBDIVISION ENTITLED DELVIEW ACRES NO. 2, ON THE 12 DAY OF Feb, 1970.

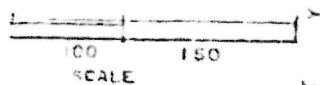
[Signature]
CHAIRMAN, CITY OF CHERRYVILLE
PLANNING AND ZONING BOARD

NORTH CAROLINA
GASTON COUNTY
THE RECORDING COMMISSIONER OF Barbara Bookhead

NORTH CAROLINA
GASTON COUNTY
NOTARY PUBLIC OF Cleveland County, State of North Carolina,
CERTIFICATE OF COMMISSION AND EXPIRATION WAS PRESENTED FOR RECORDING
THIS 10 DAY OF November 1970 AT 12:36 O'CLOCK P.
AND WAS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF GASTON COUNTY
NORTH CAROLINA, IN BOOK 25 PAGE 22
THIS 10 DAY OF Nov, 1970

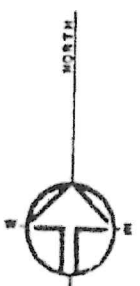
[Signature] Notary Public

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH MINIMUM BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN HEREON IS WITHIN THE PLATTING JURISDICTION OF THE CITY OF CHERRYVILLE, NORTH CAROLINA.



REF.
56 P. 260
62 302
12 367
42 191

COMMISSIONERS APPROVAL
CHERRYVILLE



REC'D 12 36 1970
RECORDED IN
[Signature]

S U P P L Y

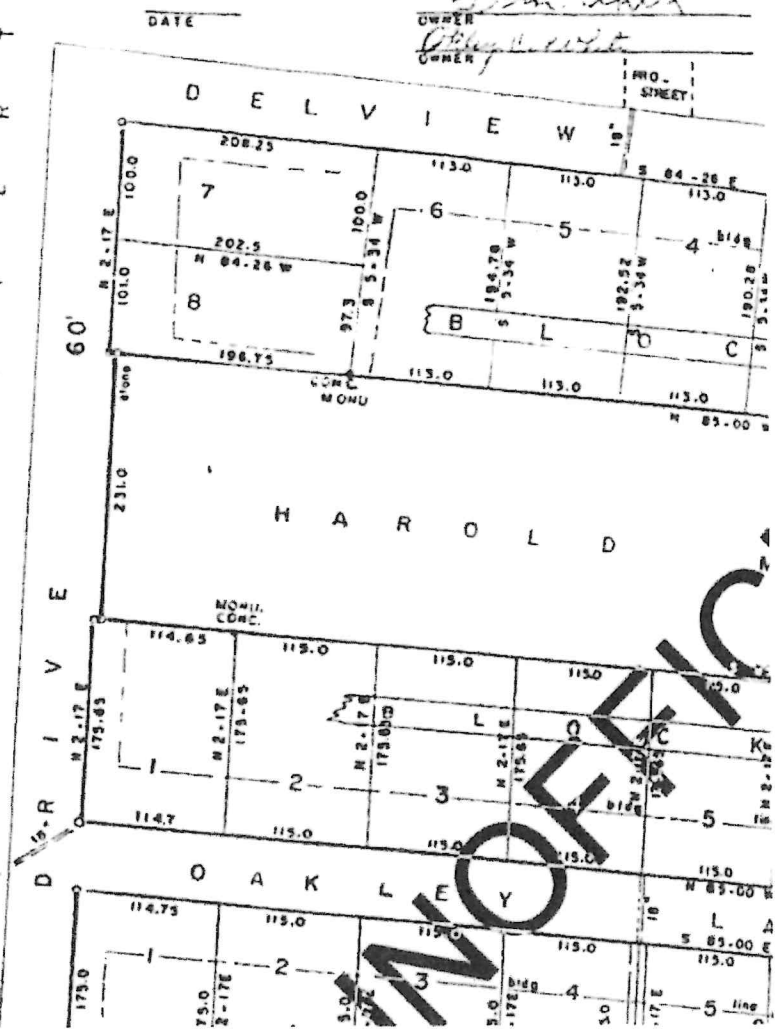
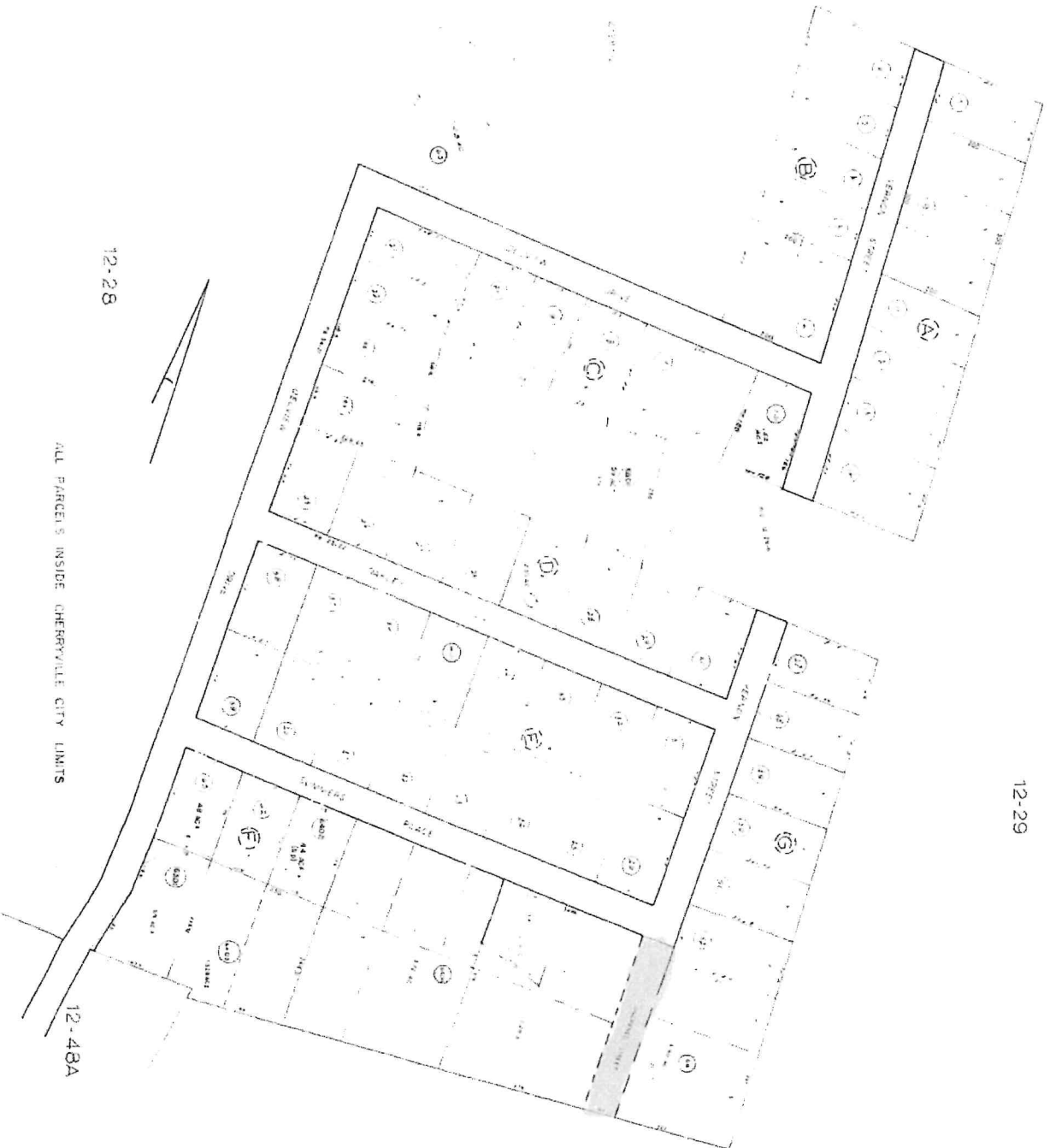


Exhibit E 1970 Tax Map



ALL PARCELS INSIDE CHERYVILLE CITY LIMITS

see enlarged
map, next page.

12-48

FOR TAX PURPOSES ONLY
NOT TO BE USED FOR OTHER PURPOSES

LEGEND		REVISIONS		PLAT REF.	
1	...	1	...	1	...
2	...	2	...	2	...
3	...	3	...	3	...
4	...	4	...	4	...
5	...	5	...	5	...
6	...	6	...	6	...
7	...	7	...	7	...
8	...	8	...	8	...
9	...	9	...	9	...
10	...	10	...	10	...

COUNTY OF GASTON
OFFICE OF TAX SUPERVISOR
GASTONIA, N. C.

JEFFREY W. ...
DATE ...

Exhibit F
Enlarged 1970 Tax Map

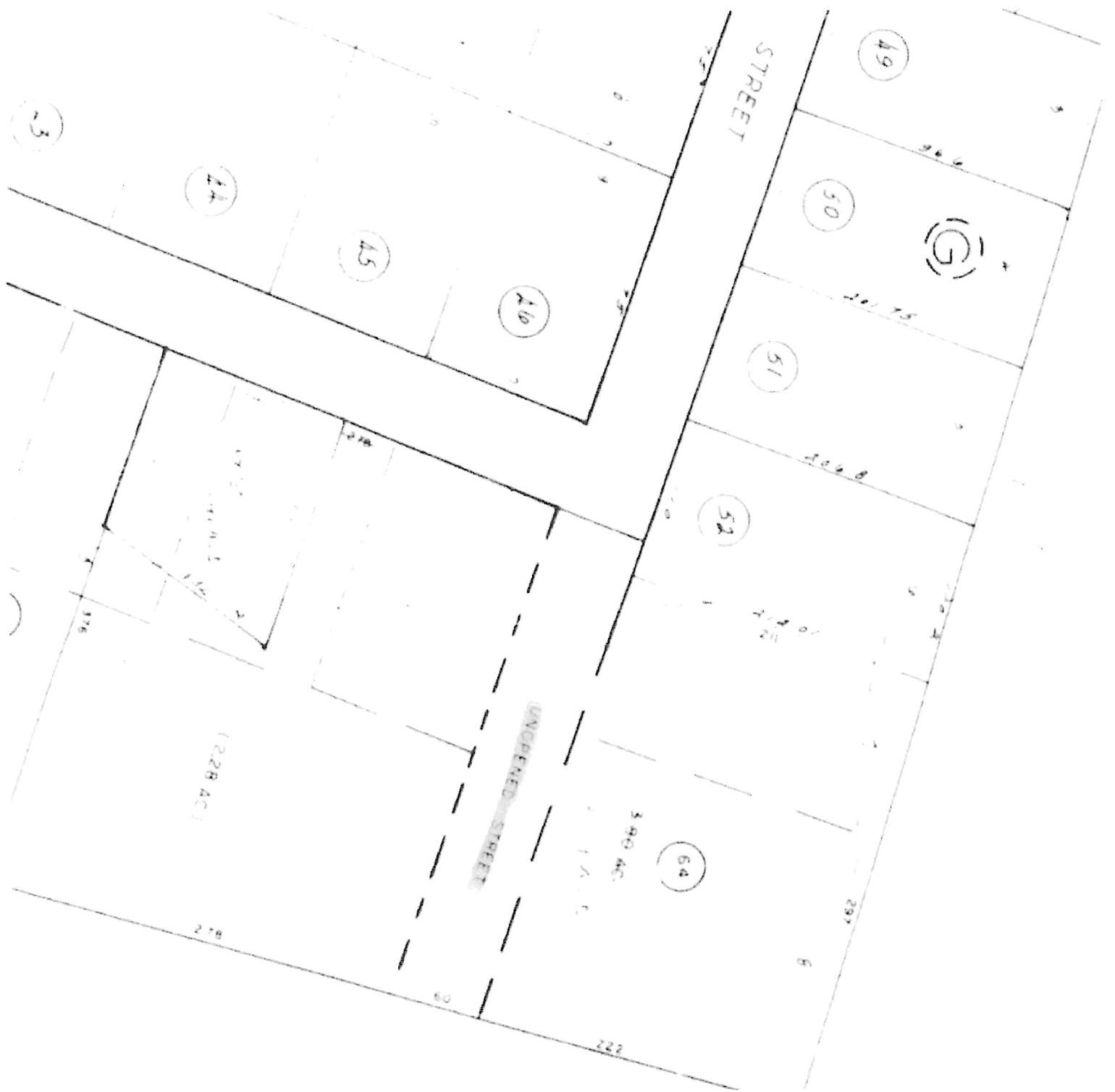


Exhibit G
R/W to NC Dept. of Transportation

RIGHT OF WAY AGREEMENT

DEED BOOK 1072 PAGE 658

STATE OF NORTH CAROLINA

COUNTY OF Easton

DELVIEW ACRES #2

Local Name of Road

TOWNSHIP OF Cherryville

JIM White AND WIFE OKLEY C. White
LEANDER STREET, Shelby, NC.

the undersigned owners of that certain property described in Deed Book 1036 at Page 60 in the Register of Deeds office of Easton County, and bounded by _____

recognizing the benefits to said property by reason of the State Highway Commission assuming responsibility for the maintenance of the above-described road, hereby grants to the State Highway Commission, the right of way for said proposed road and releases the Commission from all claims for damages by reason of said right of way across the lands of the undersigned and the past and future use thereof by the Commission, its successors and assigns for all purposes for which the Commission is authorized by law to subject said right of way; said right of way being the width indicated and across said property as follows:

60 ft. in width measured 30 ft. on each side of the center line of said proposed road, and such additional widths as might be necessary to provide for cut and fill slopes and drainage of road.

It is understood and agreed that the center line of the 60-ft. right of way hereinabove referred to is along the center line of the existing road across property of the undersigned. It is further agreed that the property owners will erect no fencing nor engage in cultivation upon the right of way described herein.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the sole owners of said property; that they solely have the right to grant this right of way, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this the 16 day of DECEMBER, 1971.

State of North Carolina, Easton County

The foregoing certificate (a) of _____

Earl H. Lutz, Nolan, Register

Cleveland Co., N.C.

is (are) certified to be correct.

This instrument was presented for registration this day and hour and duly recorded in the office of the Register of Deeds of _____

Nolan County, N.C., in Book 1072 Page

658. This 25th day of January

A.D. 1972 at 11:14 o'clock A M.

Donna B. Messard, By: Betty A. Messard

Register of Deeds

Recorded and verified:

Dignity

DRAWN FOR STATE HIGHWAY COMMISSION

By: MARSDAN B. BLANTON

NORTH CAROLINA

CLEVELAND

I, EARL H. LUTZ, Notary Public of

said county and state, do hereby certify that STANLEY

AND OKLEY C. WHITE

grantor S. personally appeared before me this day and acknowledged the due

execution of the foregoing instrument.

Witness my hand and notarial seal, this the 16 day of DECEMBER

1971
My Commission expires 12-31-74 Earl H. Lutz
Notary Public

(For addition to system along existing center line)

RECORDED IN
PAGE
REGISTRATION OF DEEDS
JAN 25 11 14 AM '72
EASTON COUNTY, N.C.
FILED FOR RECORD

OFFICIAL

23

Exhibit H - Deeds

John

STATE OF NORTH CAROLINA
 NOV 29 '84
 Real Estate Excise Tax
 = 0 1. 00

DEED BOOK 1500 PAGE 839

Nov 29 4 18 PM '84

GLORIA B. MUSARD
REGISTER OF DEEDS
GASTON CO. N.C.

TIME 4:18 P.M.

BOOK 1500

PAGE 839

Excise Tax

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
 Verified by _____ County on the _____ day of _____, 19____
 by _____

Mail after recording to P.O. Box 98, Cherryville, N.C. 28021

This instrument was prepared by John V. Schweppe, Jr., P.A.

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 21 day of November, 1984, by and between

GRANTOR

GRANTEE

OKLEY C. WHITE, widow

PAUL RICHARD JENKS and wife,
DONNA RENEE JENKS

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 Cherryville Township,

Gaston County, North Carolina and more particularly described as follows:

TRACT 1: Being located in Cherryville Township, Gaston County, N. C., on the South side of Summers Place and being all of Lots 1, 2, 3, 4, and 5 of Block F, and Lots 7 and 8 of Block G of DELVIEW ACRES No. 2 as shown on Plat by Joe F. Robinson, R.L.S., recorded November 10, 1970 in Book of Plats 25, Page 22, Gaston County Registry.

TRACT 2: Being located immediately to the South of Lots 1, 2, 3, 4, and 5 of Block F, described above and being bounded on the West by other property of Jenks, on the South by Carrie Dellinger and Ralph Hoyle, and on the East by an unopened street, and being a portion of that property as shown on plat of DELVIEW ACRES No. 2 by Joe F. Robinson, R.L.S., recorded November 10, 1970 in Book of Plats 25, Page 22, Gaston County Registry, and being described by metes and bounds as follows:

BEGINNING at a stake, the same being the Southeast corner of Lot No. 1, Block F of the aforesaid recorded plat, and runs thence along the West edge of the right of way for an unopened street, South 2-17 West 159.15 feet to an iron in the North edge of the Dellinger/Hoyle line; thence with the Dellinger/Hoyle line, South 88-22 West 570 feet, more or less, to a stake, Jenks corner; thence with the Jenks line, North 2-17 East 240 feet

(29)

RECORDING FEE 6.50
 REVENUE 1.00

24

DEED BOOK 1500 PAGE 840

more or less to an iron, the Southwest corner of Lot No. 5 and the Southeast corner of Lot No. 6 in Block F; thence with the South line of Lot Nos. 5, 4, 3, 2 and 1, South 86 East 575 feet to the place of BEGINNING.

FOR TITLE REFERENCE see Deed recorded Book 1036, Page 260, Gaston County Registry.

The property hereinabove described was acquired by Grantor by instrument recorded in

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:

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

..... (Corporate Name) (Seal) *Okley C. White*

BY: (Seal) President

ATTEST: (Seal)

..... Secretary (Corporate Seal) (Seal)



NORTH CAROLINA, Cleveland County.

I, a Notary Public of the County and State aforesaid, certify that Okley C. White, widow

..... Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my

hand and official stamp or seal, this 28 day of Nov., 1954

My commission expires: 8-4-55 *Pauline Bradshaw* 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, 19.....

My commission expires: Notary Public

The foregoing Certificate(s) of Pauline Bradshaw notary public

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.

Blair A. Muzzard REGISTER OF DEEDS FOR Gaston COUNTY

By Ben J. Robertson Deputy/Assistant - Register of Deeds

25

GASTON COUNTY
08-15-77
STATE OF NORTH CAROLINA
AUG-1-86
PB. 356,678
Real Estate Excise Tax
\$ 01.00

BOOK 1798 PAGE 016

W. B. BROWN
REGISTER OF DEEDS
GASTON CO. N.C.

AUG 1 9 16 AM '86

1798 016

Excise Tax

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
 Verified by _____ County on the _____ day of _____, 19____
 by _____

Mail after recording to Dennis and Jane Neill, 407 Oak Grove Dr., Cherryville, N. C. 28021

This instrument was prepared by W. J. Allran, III
 Brief description for the Index _____

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 31st day of July 1986 by and between
 GRANTOR GRANTEE

PAUL RICHARD JENKS et ux,
RENE' S. JENKS

DENNIS GENE NEILL et ux,
JANE E. NEILL
407 Oak Grove Drive
Cherryville, N. C. 28021

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 _____ Cherryville _____ Township, Gaston _____ County, North Carolina and more particularly described as follows:

SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS COMPLETELY AS IF SET OUT HEREIN IN FULL.

RECORDING FEE 8.00
 REVENUE 1.00

N. C. Bar Assoc. Form No. J-1 1976. Revised 5-1977. Approved by the State Bar of N. C. 12-1979.
 PRINTED AT THE COURTHOUSE, GASTON, N. C. 28028

26

EXHIBIT A BOOK 1798 PAGE 017

TRACT #1: Located, lying and being in Cherryville Township, Gaston County, North Carolina; being bounded, now or formerly, on the North by Lot #6, Block "G", Delview Acres #2 (see Plat Book 25, Page 22), on the South by C. L. Crowder (Book 1294, Page 891), and on the West by a right of way (60 feet in width) for an unopened extension of Vernon Street, (Plat Book 25, Page 22); and being more particularly described according to survey and plat of Bill E. Sawyer, R.L.S., dated February 18, 1986, revised July 10, 1986, as follows:

BEGINNING at an iron pin in the eastern margin of a right of way (60 feet in width) for an unopened extension of Vernon Street, southwesternmost corner of Lot #6, Block "G" of Delview Acres #2 (see Plat Book 25, Page 22), said beginning point also being located S 1-56-12 W, 14.61 feet from an iron pin at the intersection of the southern margin of Summers Place (S.R. #1683) with the eastern margin of Vernon Street (S.R. #1681); and runs thence from said beginning point with line of Lot #6, Block "G", Delview Acres #2, crossing two (2) branches, S 87-51-35 E, 211.01 feet to an iron stake, southeasternmost corner of the said Lot #6; thence re-crossing one of the aforesaid branches, S 00-07-54 E, 296.86 feet to an iron stake in line of C. L. Crowder (Book 1294, Page 891); thence with line of C. L. Crowder, S 87-15-32 W, 222.46 feet to an iron pin in line of C. L. Crowder, in the eastern margin of said 60-foot right of way for an unopened extension of Vernon Street; thence with the eastern margin of said right of way, and re-crossing one of the aforesaid branches, N 1-56-12 E, 315.56 feet to the BEGINNING, containing 1.522 acres, more or less, the same being Lots #7 and #8, Block "G", Delview Acres #2 (see Plat Book 25, Page 22).

Deed Reference: Book 1500, Page 839, and Plat Book 25, Page 22, in the Gaston County Public Registry..

TRACT #2: Located, lying and being in Cherryville Township, Gaston County, North Carolina; being bounded, now or formerly, on the North by Summers Place (S.R. #1683); on the East by a right of way (60 feet in width) for an unopened extension of Vernon Street (see Plat Book 25, Page 22); on the South by C. L. Crowder (Book 1294, Page 891); and on the West by a portion of Lots #3 and #10, Block "F" of Delview Acres #2 (see Plat Book 25, Page 22); and being more particularly described according to survey and plat of Bill E. Sawyer, R.L.S., dated February 18, 1986, revised July 10, 1986, as follows:

BEGINNING at a concrete monument located at the point of intersection of the southern margin of Summers Place (S.R. #1683) with the western margin of Vernon Street (S.R. #1681), said beginning point also being located the following two (2) courses and distances from an iron pin common corner of Lot #6 and Lot #7, Block "G" of Delview Acres #2 in the eastern margin of an unopened right of way (60 feet in width), N 1-56-12 E, 14.61 feet with line of Lot #6, Block "G", and N 85-00 W, 59.84 feet traversing the southern margin of Vernon Street and the northern margin of a right of way (60 feet in width) for an unopened extension of Vernon St; and runs thence from said beginning point with the southern margin of Summers Place (S.R. #1683) N 85 W, 278.00 feet to an iron pin in the southern margin of Summers Place, a new corner in Lot #3, Block "F", Delview Acres #2; thence a new line traversing Lots #3 and #10, Block "F", Delview Acres #2 and crossing a branch, S 1-55-39 W, 375.83 feet to an iron stake, a new corner in Lot #10, Block "F", Delview Acres #2, in line of C. L. Crowder (Book 1294, Page 891); thence with line of C. L. Crowder, N 87-15-32 E, 278.47 feet, to an iron pin in line of C. L. Crowders, and in the western margin of said unopened right of way; thence with the western margin of said unopened right of way, and re-crossing said branch, N 1-56-12 E, 338.26 feet to the BEGINNING, containing 2.275 acres, more or less, the same being Lot #1, Lot #2, a portion of Lot #3, and a portion of Lot #10, Block "F", Delview Acres #2.

Deed Reference: Book 1500, Page 839; and Plat Book 25, Page 22, of the Gaston County Registry.

No title examination was requested or performed with reference to the transaction herein embodied.

The property hereinabove described was acquired by Grantor by instrument recorded in
Book 1500, Page 839

A map showing the above described property is recorded in Flat Book 25 page 22

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:

This conveyance is made subject to all valid and enforceable restrictions, reservations, conditions, easements and rights of way in the record chain of title.

This document is executed under seal; and all signatories hereto adopt the word "SEAL" as their personal seal.

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

(Corporate Name)
By: Paul Richard Jenks (SEAL)
..... President Rene S. Jenks (SEAL)
ATTEST:
..... Secretary (Corporate Seal) (SEAL)

SEAL-STAMP
NORTH CAROLINA, Gaston County.
I, a Notary Public of the County and State aforesaid, certify that Paul Richard Jenks and Rene S. Jenks Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 31st day of July, 1986.
My commission expires: 10-12-86 Linda A. Allison Notary Public

SEAL-STAMP
NORTH CAROLINA, County.
I, a Notary Public of the County and State aforesaid, certify 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, 19.....
My commission expires: Notary Public

The foregoing Certificate of *Linda A. Allison*
is hereby 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.
W. B. Brown REGISTER OF DEEDS FOR *Gaston* COUNTY
W. B. Brown Deputy/Assistant-Register of Deeds

Type: CONSOLIDATED REAL PROPERTY
Recorded: 8/1/2022 4:40:05 PM
Fee Amt: \$136.00 Page 1 of 3
Revenue Tax: \$110.00
Gaston, NC
Susan S. Lockridge Register of Deeds

BK 5355 PG 623 - 625

NORTH CAROLINA GENERAL WARRANTY DEED

Mail to: Thomas J. Wilson Jr., 212 E. Water St., Lincolnton, NC 28092

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

Revenue: \$ 110.00

THIS DEED made this 1st day of AUGUST, 2022 by and between

JANE E. NEILL, widow
407 Oak Grove Dr.
Cherryville, NC 28021

, hereinafter referred to as GRANTOR;

TIMOTHY MULLER and wife,
DEBORAH STONE- MULLER
126 Summers Pl
Cherryville NC 28021

, hereinafter referred to as GRANTEE.

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.

WITNESS, that the Grantor, for 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 _____, Cherryville Township, Gaston County, North Carolina, and more particularly described as follows:

TRACT ONE:

Located, lying and being in Cherryville Township, Gaston County, North Carolina; being bounded, now or formerly, on the North by Lot #6, Block "G", Delview Acres #2 (see Plat Book 25, Page 22), on the South by C. L. Crowder (Book 1294, Page 891), and on the West by a right of way (60 feet in width) for an unopened extension of Vernon Street, (Plat Book 25, Page 22); and being more particularly described according to survey and plat of Bill E. Sawyer, R.L.S., dated February 18, 1986, revised July 10, 1986, as follows:

BEGINNING at an iron pin in the eastern margin of a right of way (60 feet in width) for an unopened extension of Vernon Street, southwesternmost corner of Lot #6, Block "G" of Delview Acres #2 (see Plat Book 25, Page 22), said beginning point also being located S 1-56-12 W, 14.61 feet from an iron pin at the intersection of the southern margin of Summers Place (S.R.

Submitted electronically by "Thomas J. Wilson, PA"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Gaston County Register of Deeds.

29

#1683) with the eastern margin of Vernon Street (S.R. #1681); and runs thence from said beginning point with line of Lot #6, Block "G", Delview Acres #2, crossing two (2) branches, S 87-51-35 E, 211.01 feet to an iron stake, southeastermost corner of the said Lot #6; thence re-crossing one of the aforesaid branches, S 00-07-54 E, 296.86 feet to an iron stake in line of C. L. Crowder (Book 1294, Page 891); thence with line of C. L. Crowder, S 07-15-32 W 222.46 feet to an iron pin in line of C. L. Crowder, in the eastern margin of said 60-foot right of way for an unopened extension of Vernon Street; thence with the eastern margin of said right of way, and re-crossing one of the aforesaid branches, N 1-56-12 E, 315.56 feet to the BEGINNING, containing 1.522 acres, more or less, the same being Lots #7 and #8, Block "G", Delview Acres #2 (see Plat Book 25, Page 22).

TRACT TWO:

Located, lying and being in Cherryville Township, Gaston County, North Carolina: being bounded, now or formerly, on the North by Summers Place (S.R. #1683); on the East by right of way (60 feet in width) for an unopened extension of Vernon Street (see plat Book 25, Page 22); on the South by C. L. Crowder (Book 1294, Page 891); and on the West by a portion of Lots #3 and #10, Block "F" of Delview Acres #2 (see Plat Book 25, Page 22); and being more particularly described according to survey and plat of Bill E. Sawyer, R.L.S., dated February 18, 1986, revised July 10, 1986, as follows:

BEGINNING at a concrete monument located at the point of intersection of the southern margin of Summers Place (S.R. #1683) with the western margin of Vernon Street (SR #1681), said beginning point also being located the following two (2) courses and distances from an iron pin common corner of Lot #6 and Lot #7, Block "G" of Delview Acres #2 in the eastern margin of an unopened right of way (60 feet in width), N 1-56-12 E, 14.61 feet with line of Lot #6, Block "G", and N 85-00 W, 59.84 feet traversing the southern margin of Vernon Street and the northern margin of a right of way (60 feet in width) for an unopened extension of Vernon St; and runs thence from said beginning point with the southern margin of Summers Place (S.R. #1683) N 85 W 278.00 feet to an iron pin in the southern margin of Summers Place, a new corner in Lot #3, Block "F", Delview Acres #2; thence a new line traversing Lots #3 and #10, Block "F", Delview Acres #2 and crossing a branch, S 1-55-39 W, 375.83 feet to an iron stake, a new corner in Lot #10, Block "F", Delview Acres #2, in line of C. L. Crowder (Book 1294, Page 891); thence with line of C. L. Crowder, N 87-15-32 E, 278.47 feet, to an iron pin in line of C. L. Crowders, and in the western margin of said unopened right of way; thence with the western margin of said unopened right of way, and re-crossing said branch, N 1-56-12 E, 338.26 feet to the BEGINNING, containing 2.275 acres, more or less, the same being Lot #1, Lot #2, a portion of Lot #3, and a portion of Lot #10, Block "F", Delview Acres #2.

Subject to Sewer Easement as recorded in Deed Book 2428, Page 374.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1798, Page 816.

Also known as Tax Parcels #: 218211 and 218212.

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

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

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

Jaffe E. Neill (SEAL)
Jaffe E. Neill

STATE OF NORTH CAROLINA

COUNTY OF LINCOLN

I, the undersigned Notary Public of the County of State aforesaid, certify that Jane E. Neill 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 seal this 1st day of August, 2022.

Laurel E. Phillips
Notary Public

My commission expires: 5/12/2026



UNOFFICIAL

<p>PRIMARY PROPERTY ADDRESS NO ASSIGNED ADDRESS</p> <p>PROPERTY INFORMATION CITY LIMITS: CHERRYVILLE ETJ: NOT IN ETJ POLICE DISTRICT: CHERRYVILLE FIRE DISTRICT: CHERRYVILLE SPECIAL FLOOD HAZARD AREA: LOCAL WATERSHED: INDIAN CREEK CENSUS TRACT: 306.02</p> <p>TAX VALUES MARKET LAND VALUE: \$5,150 MARKET IMPR. VALUE: \$0 MARKET VALUE: \$5,150 FARM DISCOUNT: NO EXEMPT: NO TAXABLE VALUE: \$5,150</p>	<p>TAX INFORMATION PARCEL #: 208212 PIN #: 2680557201 CURRENT OWNERS: WHITE OKLEY HEIRS MAILING ADDRESS: C/O JAMES W WHITE JR 214 MACE RD 2, CASAR, NC 28020- NBHD #: 1A034 NBHD NAME: DELVIEW ACRES NORTH TOWNSHIP: CHERRYVILLE TOWNSHIP LEGAL DESC: . DEED BOOK: 1036 PAGE: 0260 DEED RECORDING DATE: 7/21/1970 SALES AMOUNT: \$0 PLAT BOOK: PAGE: STRUCTURE TYPE: YEAR BUILT: 0 SQUARE FOOTAGE: 0 VACANT: VACANT BASEMENT: NO BED: 0 BATH: 0 HALF-BATH: MULTI-STRUCTURES: NO ACREAGE: 0.56 TAX CODE: 140 TAX DISTRICT: CHERRYVILLE CITY VOLUNTARY AG DISTRICT: NO PROPERTY USE: RESIDENTIAL</p>	<p>PHOTO NOT AVAILABLE</p> <p>SKETCH NOT AVAILABLE</p>  <p>GASTON COUNTY GIS</p>
--	---	--



Disclaimer: The information provided is not to be considered as a legal document or description. The map & parcel data is believed to be accurate, but Gaston County does not guarantee its accuracy. Values shown are as of January 1, 2023. - Document created for printing on January 10, 2024

EASEMENT



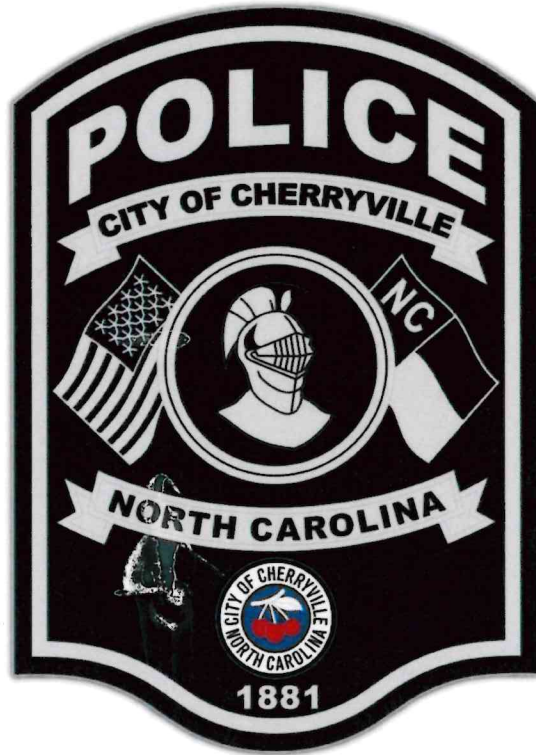








Cherryville Police Department

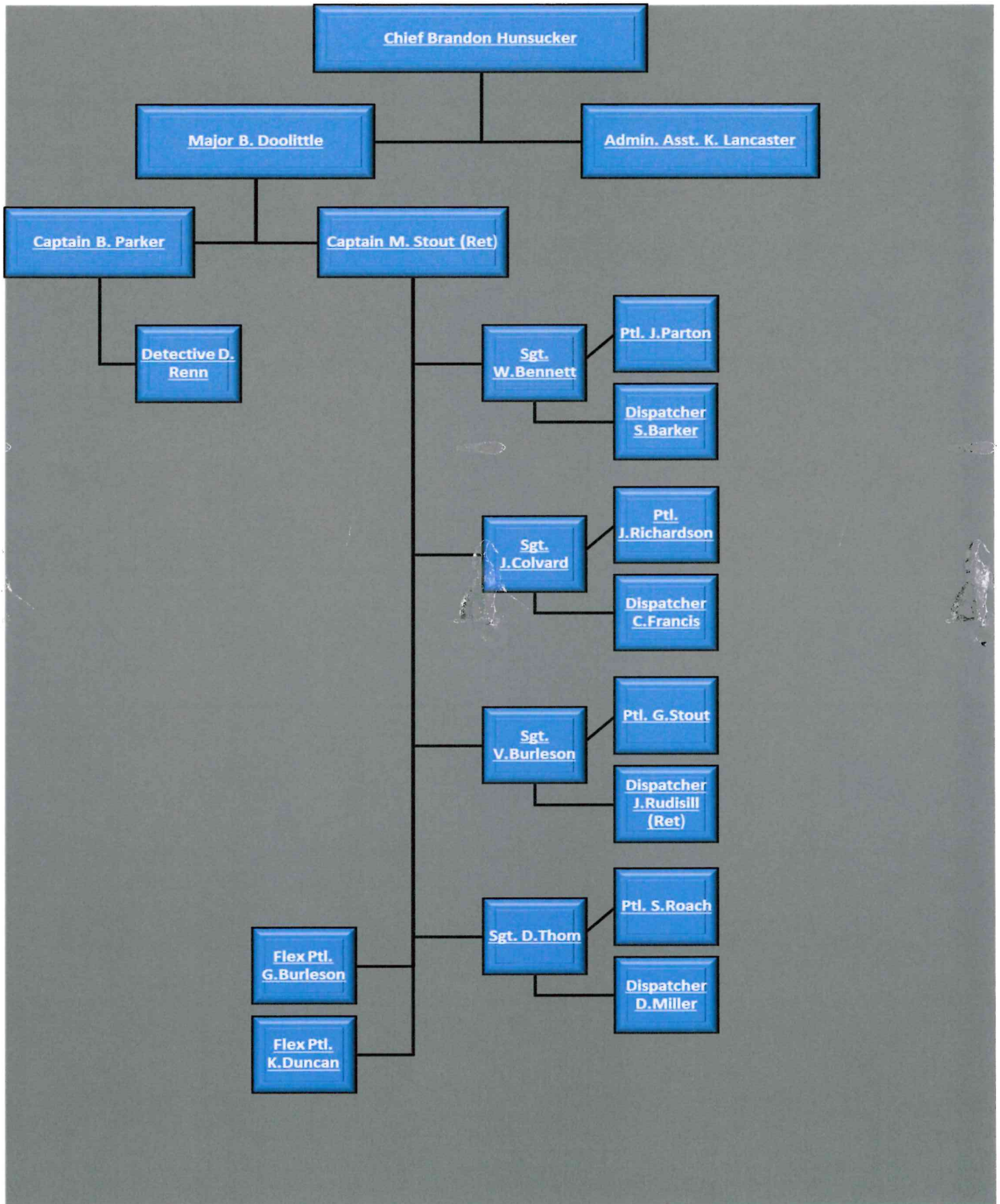


2023

End of Year Report

Cherryville Police Department

Organizational Chart



INCIDENTS AND INVESTIGATIONS CONDUCTED BASED ON CALL TYPES

Incidents and Investigations	2023
Number of Incidents and Investigations	1081
Murder	0
Rape	5
Kidnapping/Abduction	1
Robbery	0
Assaults	48
Burglary/Breaking and Entering	41
Larceny	106
Fraud and Forgeries	51
Drug Crimes	190
Overdose	35

Call Log Summary	2021	2022	2023
Total Calls	18,660	19945	13,722
Security Checks on Businesses and Residences	9436	10838	4944
Motor Vehicle Collisions	253	244	254
Traffic Stops	2,329	1547	1,880
Domestic Calls	265	176	149
Larceny Calls	219	133	198
Alarms (Business and Residential)	354	370	482
Fight in Progress	19	18	17
Breaking and Entering or Burglaries	72	64	61
Damage to Property	53	54	53
911 Hang Up Calls	58	45	57
Assaults	33	29	33
Foot Patrol	1,169	915	537
Suspicious Persons	611	1076	1024
Subject with a Gun	0	1	23
Sexual Offenses	6	6	12
Intoxicated Driver	59	24	23
Assist Other Agencies	332	382	429
Arrests	831	429	640
Citations Issued	2,225	926	1293

Green = Numbers Up From 2022

Red = Numbers Down From 2022

INCIDENTS AND INVESTIGATIONS CONDUCTED BASED ON CALL TYPES

Incidents and Investigations	2021	2022	2023
Number of Incidents and Investigations	690	816	1081
Murder	1	1	0
Rape	2	2	5
Kidnapping/Abduction	0	1	1
Robbery	3	1	0
Assaults	32	44	48
Burglary (forcible entry)	45	34	41
Larceny	133	71	106
Fraud and Forgeries	23	36	51
Drug Crimes	291	130	190
Overdose	unknown	unknown	35

Green = Numbers Up From 2021

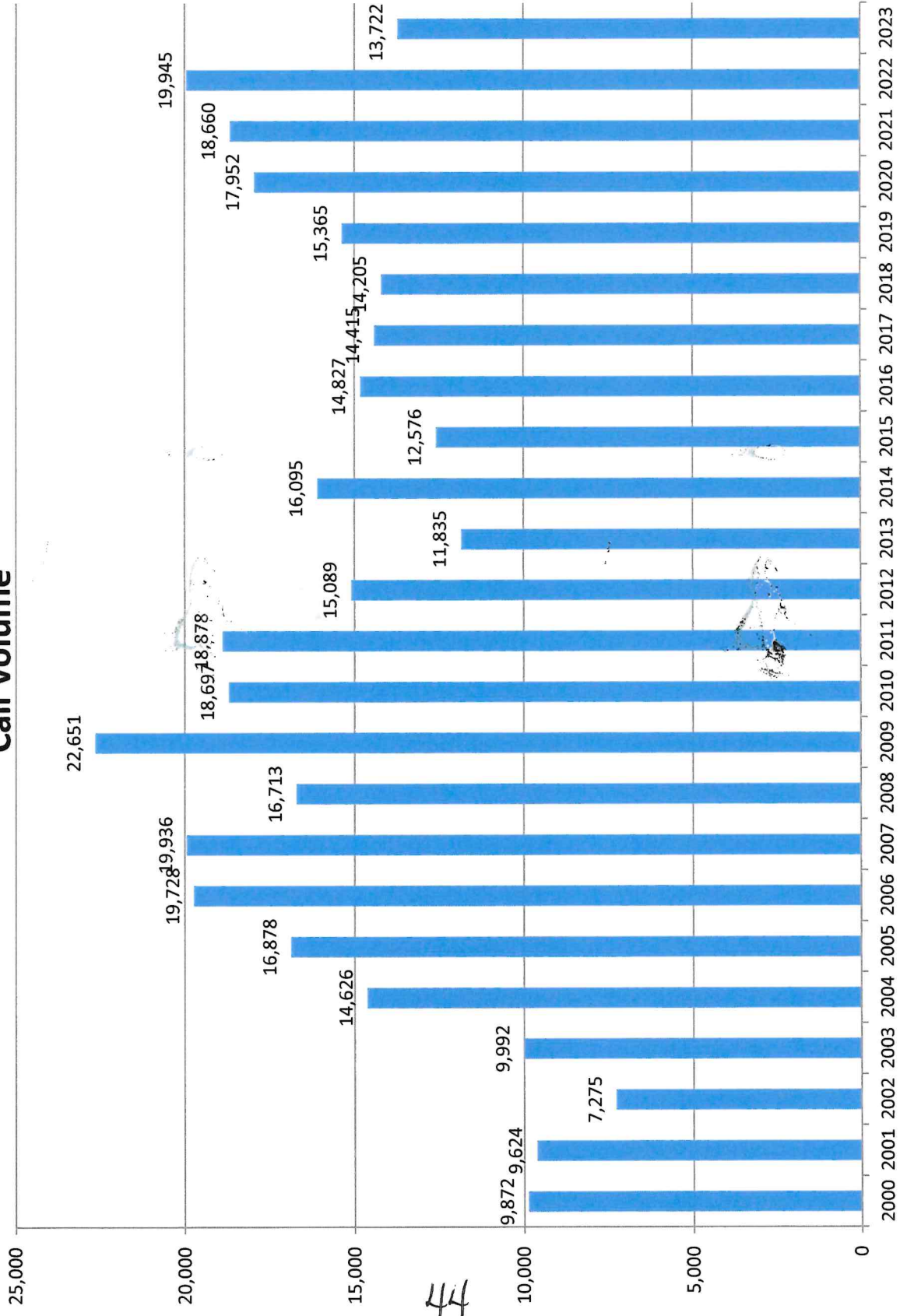
Red = Numbers Down From 2021

42

Total Calls Per Month	2021	2022	2023
January	1,715	1,762	1,163
February	1,473	1,629	1,205
March	1,412	1,932	1,126
April	1,519	2,184	1,188
May	1,720	1,855	1,245
June	1,435	1,787	940
July	1,565	1,688	1,112
August	1,404	1,421	959
September	1,306	1,438	1,108
October	1,392	1,616	1,297
November	1,744	1,252	1,159
December	1,975	1,380	1,220
Total	18,660	19,945	13,722

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Call Volume



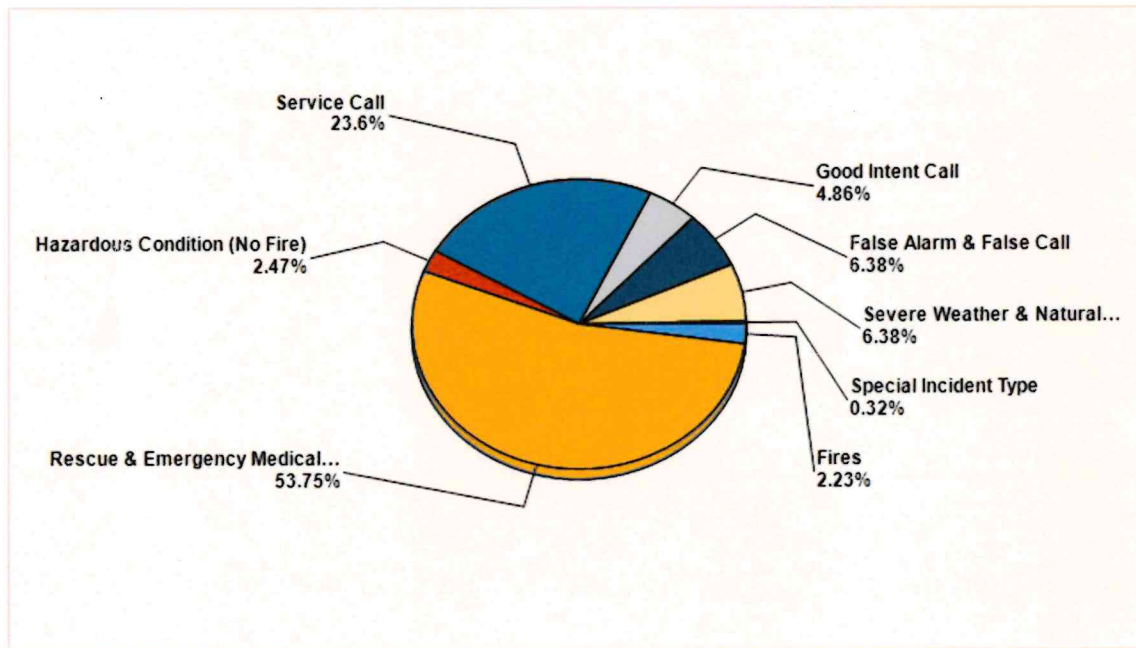
44

Cherryville Fire Department

2023 End-of-Year Report



Total Calls: **1254**

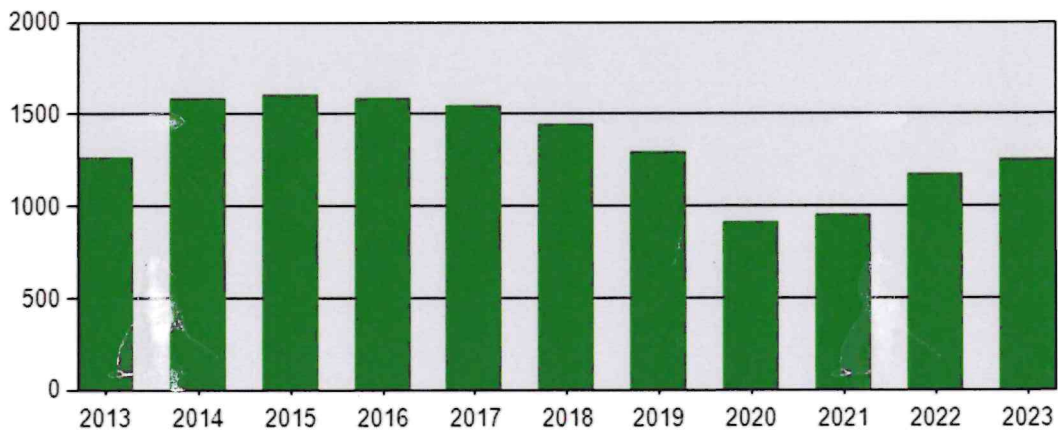


MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	28	2.23%
Rescue & Emergency Medical Service	674	53.75%
Hazardous Condition (No Fire)	31	2.47%
Service Call	296	23.6%
Good Intent Call	61	4.86%
False Alarm & False Call	80	6.38%
Severe Weather & Natural Disaster	80	6.38%
Special Incident Type	4	0.32%
TOTAL	1254	100%

Average Response Time:

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 73	0:04:37	0:03:46
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station 73	0:01:32	0:01:12
AGENCY	AVERAGE TIME ON SCENE (MM:SS)	
Cherryville Fire Department	17:57	

Call Volume Comparison:



YEAR	INCIDENTS
2013	1262
2014	1583
2015	1604
2016	1590
2017	1547
2018	1447
2019	1290
2020	907
2021	956
2022	1174
2023	1254

Types of Fires:

FIRES IN STRUCTURES BY FIXED PROPERTY USE (OCCUPANCY)	NUMBER OF INCIDENTS	EST. PROP. DAMAGE
Private Dwellings (1 or 2 family), including mobile homes (FPU 419)	3	\$16,000.00
All Other Residential (dormitories, boarding houses, tents, etc.) (FPU 400, 439, 459-499)	2	\$2,000.00
TOTAL RESIDENTIAL FIRES (Sum of lines 1 through 4)	5	\$18,000.00
Stores and Offices (FPU 500-599)	1	\$0.00
Storage in Structures (barns, vehicle storage garages, general storage, etc.) (FPU 800-899)	2	\$12,500.00
TOTAL FOR STRUCTURE FIRES (Sum of lines 5 through 12)	8	\$30,500.00
Fires in Highway Vehicles (autos, trucks, buses, etc.) (IT 131-132, 136-137)	1	\$0.00
Fires in Other Vehicles (planes, trains, ships, construction or farm vehicles, etc.) (IT 130, 133-135, 138)	1	\$50,000.00
Fires outside of Structures with Value Involved, but Not Vehicles (outside storage, crops, timber, etc.) (IT 140, 141, 161, 162, 164, 170-173)	7	\$800.00
Fires in Brush, Grass, Wildland (excluding crops and timber), with no value involved (IT 142-143)	5	\$0.00
Fires in Rubbish, Including Dumpsters (outside of structures), with no value involved (IT 150-155)	5	\$450.00
All Other Fires (IT 100, 160, 163)	1	\$0.00
TOTAL FOR FIRES (Sum of lines 13 through 18)	28	\$81,750.00
Rescue, Emergency Medical Responses (ambulances, EMS, rescue) (IT 300-381)	674	\$0.00
False Alarm Responses (malicious or unintentional false calls, malfunctions, bomb scares) (IT 700-746)	80	\$0.00
Mutual Aid Responses Given	6	\$0.00
Hazards Materials Responses (spills, leaks, etc.) (IT 410-431)	15	\$0.00
Other Hazardous Responses (arcing wires, bomb removal, power line down, etc.) (IT 440-482, 400)	16	\$0.00
All Other Responses (smoke scares, lock-outs, animal rescues, etc.) (IT 200-251, 500-699, 800-911)	441	\$0.00
TOTAL FOR ALL INCIDENTS (Sum of lines 19 through 24)	1260	\$81,750.00

Mutual Aid:

MUTUAL AID	
Aid Type	Total
Aid Given	9
Aid Received	46

Off-Duty Response to Calls:

Nathan Bowman:	15	Colby Heffner:	29
Doyle Brown:	15	Jason Ledbetter:	2
Joshua Farmer:	1	Trent Rayfield:	15
Phillip Smith:	17	Jason Wofford:	17

Total Training Hours: 5746.59

Certifications Received by Full Time Personnel:

- **Colby Heffner** – Fire & Life Safety Educator I, II, III
- **Phillip Smith** – Chief 101
- **Trent Rayfield** – Fire & Life Safety Educator I, II, III
- **Doyle Brown** – Driver Operator -Mobile Water, Driver Operator – Pumps, Driver Operator – Aerials, Fire & Life Safety Educator I

Total Building Inspections Completed: 101

Fire Prevention:

637 people were reached through fire prevention efforts in 2023. These people were reached through station tours, school field trips, career days, community events and Fire Prevention Week activities.

**PUBLIC NOTICE
SALE OF CITY PROPERTY**

An offer of \$36,000 has been submitted for the purchase of certain property owned by the City of Cherryville, more particularly described as follows:

Lots 87 and 88 are located on Bates Avenue in the City of Cherryville. The legal description is as follows:

Located, lying, and being in the City of Cherryville, Cherryville Township, Gaston County, North Carolina, and being more particularly described as follows:

Being two (2) Vacant lots on Bates Avenue in City of Cherryville, parcels 87 and 88, recorded in Map Book 6 at Page 12 in the Gaston County tax maps. This being the same property conveyed by Sheriff's Deed to E.A. Robinson by deed dates May 10, 1965, Gaston County Register of Deeds. (Legal Description 06 012 087 00 000)

For title reference see Book 2911 at Page 251 of the Gaston County Registry.

Being the full contents of PID 130718 and 130719 in the Gaston County Tax Office.

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk, at City Hall, 116 S. Mountain Street Cherryville, N.C. 28021 by 5:00 P.M., January 22, 2024. At that time, the city clerk shall open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

A qualifying higher bid is one that raises the existing offer to an amount not less than \$37,850.

A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing or apply said deposit towards the purchase price.

The buyer must pay cash at closing.

The City Council must consider approval of the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed. The city reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Further information may be obtained at the office of the city clerk, City Hall, 116 S. Mountain Street, Cherryville, N.C. 28021 or at telephone 704-435-1709 during normal business hours.

IT: Jan. 11, 2024

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OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND
[Consult "Guidelines" (Form 12G) for guidance in completing this form]

NOTE: If seller is selling less than the entire parcel of land owned, then compliance with subdivision regulation and/or an adequate legal description of the land being sold must be considered. This contract should not be used to sell property by reference to, exhibition of, or any other use of a plat showing a subdivision of the property before the plat has been properly approved and recorded with the register of deeds as of the date of the contract. If a preliminary plat has been approved, this contract may be used if an addendum drafted by a North Carolina real estate attorney addressing certain statutory requirements is attached. See NC General Statutes Section 160D-807 for more details and possible exceptions. If Buyer is contemplating a subdivision of the land as a condition of purchase, Buyer should first consult with an NC real estate attorney.

NOTE FOR NEW CONSTRUCTION: If Seller is Buyer's builder or has engaged a builder and the sale involves the construction of a new single-family dwelling prior to closing, use the standard Offer to Purchase and Contract-New Construction (Form 800-T) or, if the construction is completed, use the Offer to Purchase and Contract (Form 2-T) with the New Construction Addendum (Form 2A3-T).

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":** City of Cherryville

(b) **"Buyer":** Stagecoach Investments LLC

(c) **"Property":** The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon.

The Property will will not include a manufactured (mobile) home(s).

The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.)

NOTE: If there is a manufactured or mobile home on the Property (regardless of whether it is inhabitable, uninhabitable, a fixture, or not affixed), then Seller should complete the Residential Property and Owners' Association Disclosure Statement and the Mineral and Oil and Gas Rights Mandatory Disclosure Statement under the Residential Property Disclosure Act (Chapter 47E of North Carolina's General Statutes) unless the Property is exempt.

Street Address: No assigned address
City: Cherryville Zip: 28021
County: Gaston, North Carolina

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

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____, as shown on Plat Book/Slide _____ at Page(s) _____

The PIN/PID or other identification number of the Property is: 130718 and 130719

Other description: _____

Some or all of the Property may be described in Deed Book 2911 at Page 0251



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.
Buyer initials SLA Seller initials _____



(d) "Purchase Price":

\$ 36,000.00
\$ _____
\$ 1,800.00
\$ _____
\$ _____
\$ _____
\$ _____
\$ 34,200.00

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller on 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) within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer electronic transfer.
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).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).

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 seek any remedies allowed for dishonored funds. See paragraph 20 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire 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.

(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. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) "Escrow Agent" (insert name): City of Cherryville
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.

Buyer initials SLH Seller initials _____

(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 2 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 21(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 21 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 _____
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 within 10 days of official bid acceptance (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 10, **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 10 (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 4(a) and 6(l).

2. **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 6 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

Buyer initials SLA Seller initials _____

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

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. 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 loan process 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) **Soil And Environmental:** Reports to determine whether the soil is suitable for Buyer's intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer's intended use.
- (ii) **Septic/Sewer System:** Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water:** Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **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 Owners' Association And Addendum (Standard Form 2A12-T) 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.
- (v) **Appraisals:** An appraisal of the Property.
- (vi) **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.
- (vii) **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.
- (viii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, storm water management, and means of access to the Property and amenities.
- (x) **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.

NOTE: NC General Statutes Section 136-102.6(f) (the "Statute") requires that under circumstances described in the Statute, a buyer must be provided a subdivision streets disclosure statement prior to entering into an agreement to buy subdivided property described in the Statute. If Buyer or Seller are uncertain whether the sale of the Property described in this Contract is subject to the Statute, consult a NC real estate attorney.

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

(c) **Sale/Lease of Existing Property:** As noted in paragraph 3(b), 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) **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 applicable to any 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.

(e) **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.

(f) **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.

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

3. **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: Conventional

USDA Other type: _____

in the principal amount of _____.

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.

Buyer initials SLA Seller initials _____

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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.

4. **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;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) 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).

5. **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) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property subjects does not subject Buyer to regulation by one or more owners' association(s) and governing documents, which impose various mandatory covenants, conditions and restrictions upon the Property and Buyer's enjoyment thereof, including but not limited to obligations to pay regular assessments (dues) and Special Assessments. If there is an owners' association, then an Owners' Association Disclosure and Addendum For Properties Exempt from Residential Property Disclosure Statement (Standard Form 2A12-T) shall be completed by Seller, at Seller's expense, and must be attached as an addendum to this Contract.

(c) **Sewage System Permit:** (Applicable Not Applicable) Seller warrants that the sewage system described in the Improvement Permit attached hereto has been installed, which representation survives Closing, but makes no further representations as to the system.

(d) **Private Drinking Water Well Permit:** (Applicable Not Applicable) Seller warrants that a private drinking water well has been installed, which representation survives Closing, but makes no further representations as to the well. (If well installed after July 1, 2008, attach Improvement Permit hereto.)

6. **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).

Buyer initials SLH Seller initials _____

(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 certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** 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; (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, and (3) 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 the 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 dewinterizing. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

NOTE: See WARNING in paragraph 2 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 from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(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, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

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.

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.

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If a violation is discovered and identified after the Effective Date and prior to Closing, then Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **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 (a) Buyer; (b) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (c) a trust for which Buyer is the beneficiary; (d) any relative of Buyer; and/or (e) Other: (Insert Name(s) Only): Stagecoach Investments LLC

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0 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.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 7(a) of this Contract.

(l) **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.

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

(n) **Owners' Association Disclosure and Condominium Resale Statement Addendum** (Standard Form 2A12-T): If applicable, Seller shall provide the completed Owners' Association Disclosure and Condominium Resale Statement Addendum to Buyer on or before the Effective Date.

(o) **Seller's Breach of Contract:** See paragraph 21 for Buyer's remedies in the event of breach of this Contract.

7. **CHARGES BY OWNERS' ASSOCIATION:** Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 7(b) below.

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;
- (ii) working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) determining restrictive covenant compliance.

8. **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 for 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) **Rents:** Rents, if any, for the Property;

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

Buyer initials SLK Seller initials _____

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9. **CONDITION OF PROPERTY/RISK OF LOSS:**

(a) **Condition of Property at Closing:** 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 Due Diligence Fee and 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.

(b) **Risk of Loss:** 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.

10. **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.

11. **POSSESSION:** Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered.

12. **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.

Additional Provisions Addendum (Form 2A11-T)

Additional Signatures Addendum (Form 3-T)

Back-Up Contract Addendum (Form 2A1-T)

Loan Assumption Addendum (Form 2A6-T)

Owners' Association Disclosure Addendum (Form 2A12-T)

Seller Financing Addendum (Form 2A5-T)

Short Sale Addendum (Form 2A14-T)

Identify other attorney or party drafted addenda: _____

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

13. **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.

14. **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.

15. **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.

16. **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.

17. **ENTIRE AGREEMENT/RECORDATION:** 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. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

Buyer initials SLA Seller initials _____

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18. **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, 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.

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

20. **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.

21. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, any Earnest Money Deposit shall be paid to Seller. 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, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 2(d) and 2(e) for damage to the Property as well as Seller's right under paragraph 1(d) for dishonored funds. 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 determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and 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"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(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, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer initials SKH Seller initials _____
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

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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: 12/21/2023

Date: _____

DocuSigned by:
Buyer: Seth Harrelson
Stagecoach Investments LLC

Seller: _____
City of Cherryville

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:
Stagecoach Investments LLC
(Name of LLC/Corporation/Partnership/Trust/etc.)

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: Seth Harrelson
Print Name

Name: _____
Print Name

Title: Owner

Title: _____

Date: _____

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 initials SLA Seller initials _____

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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: _____
Buyer Fax #: _____
Buyer E-mail: _____

SELLER NOTICE ADDRESS:

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

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: Vickie Spurling Realty
Acting as [X] Buyer's Agent [] Seller's (sub)Agent [] Dual Agent

Firm License #: C27672

Mailing Address: 211 E Main Street, Cherryville, NC 28021

Individual Selling Agent: Christie Ford
[] Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License#: 285046

Selling Agent Phone#: (704)592-0489

Selling Agent Fax#: _____

Selling Agent E-mail: cleeford5@gmail.com

Listing Firm Name: NONE
Acting as [] Seller's Agent [] Dual Agent

Firm License #: _____

Mailing Address: 116 S Mountain Street, Cherryville, NC 28021

Individual Listing Agent: none
[] 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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ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: City of Cherryville ("Seller")

Buyer: Stagecoach Investments LLC ("Buyer")

Property Address: No assigned address, ("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 \$ _____, receipt of which Listing Agent hereby acknowledges.

Date: _____ Firm: NONE

By: _____
(Signature)

none
(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 \$ _____, receipt of which Seller hereby acknowledges.

Date: _____ Seller: _____
(Signature)

City of Cherryville

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 \$ 1,800.00. 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: Terry Pack 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: Terry Pack Attorney

Time: _____ AM PM

By: _____
(Signature)

(Print name)

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STAGECOACH INVESTMENTS LLC

PO BOX 1187
CHERRYVILLE, NC 28021

1229

66-1255/531
01

12/24/23

Date

CHECK AMOUNT

Pay to the Order of City of Cherryville

\$ 1,800.00

One thousand eight hundred & no/100

Dollars

Photo Safe Deposit®
Details on back



For Bates Ave

[Handwritten Signature]

⑆053112550⑆

90040944⑈

1229