



**PINEVILLE TOWN COUNCIL WORK SESSION AGENDA  
PINEVILLE POLICE BLDG.  
118 COLLEGE ST., PINEVILLE, NC  
MONDAY, DECEMBER 16, 2019  
6:00 P.M.**

- 1) Call Meeting to Order:**
- 2) Discussion Items:**
  - A. Ipex USA, LLC** – Request for expansion into wooded lot behind business located at 10100 Rodney St. Representatives will be on hand to explain/answer questions regarding the request.
  - B. Request to Build Patio-Style Townhomes** – Applicant, David Tibbals, proposes to construct 19 patio-style townhomes on vacant property between the Haven and the Laurels.
  - C. Lynwood Lane Subdivision Proposal** – A subdivision of 99 homes is proposed for property owned by Miller/Smith on Lynwood Lane.
  - D. Fleet Management** – Town Manager will present information pertaining to installation of GPS on town-owned vehicles.
- 3) Motion to Close the Open Session and Open the Closed Session**
  - A. Closed Session:** *Discussion of matters pursuant to NCGS 143-318.11 (5), Real Estate Matter*
- 4) Motion to End the Closed Session and Move Back into Open Session**
- 5) Adjourn**

*If you require any type of reasonable accommodation as a result of physical, sensory, or mental disability in order to participate in this meeting, please contact Barbara Monticello, Clerk of Council, at 704-889-2291 or [bmonticello@pinevillenc.gov](mailto:bmonticello@pinevillenc.gov). Three days' notice is required.*

# Workshop Meeting



**To:** Town Council

**From:** Travis Morgan

**Date:** 12/16/2019

**Re:** 9919 Industrial Drive (IPEX expansion)

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## **REQUEST:**

Shawn White on behalf of Ipex would like to add the current vacant wooded property behind them that they own into their conditional plans. The proposal is a storage yard only for pipe and associated elements since they lost the lease to the nearby parcel they currently had been using.

## **BACKGROUND INFORMATION:**

Any conditional plan must first come before Pineville Town Council for approval and for any modifications or expansions. You may recall the last expansion Ipex did several years ago. At the last expansion it was discussed that sidewalks, screening, and similar would be considered next time they came before the board (see attached minutes)

## **SITE INFORMATION:**

**Size:** 10.707 acres (new)

**Storage area:** approximately 5.4 acres

## **STAFF COMMENT:**

The proposal is pretty straight forward, a gravel storage yard. This new site has all the zoning requirements such as landscape, trees, and sidewalks. It also has chain link fencing a berm and other screening features. Like many older roads there appears to be some issue or confusion with road right of way dedication. General housekeeping issue: Staff recommends the applicant formally record/clarify a 60' right of way as part of this process for Industrial and Rodney as needed. See atlas survey showing to middle of pavement. One of our goals is to safely walk anywhere in town so now would be the opportunity to discuss any improvements you'd like to see at the existing Ipex manufacturing site as well.

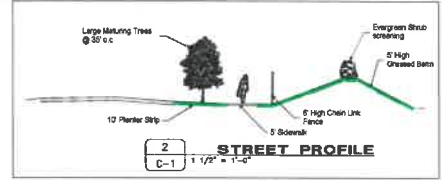


**Expansion above in green. Total Ipex property below in red.**





**1 SITE PLAN**  
C-1 1" = 30'-0"



**2 STREET PROFILE**  
C-1 1 1/2" = 1'-0"

**ZONING CODE SUMMARY**

PROJECT NAME: PIPE YARD EXPANSION	PROJECT NO: 2019-093-20
OWNER: J.C. SUTTON, INC.	PHONE: (704) 895-5777
DESIGNED BY: D. ERIC SUTTON, PE	PHONE: (704) 895-5777
DATE: 08/28/2019	APPROVED: [Signature]
PLANNING CODE: C-1	STATUS: [ ]
MINIMUM LOT AREA: 10,000 SQ. FT.	MINIMUM FRONT YIELD: 10%
MINIMUM LOT WIDTH: 30 FT.	MINIMUM SETBACK: 5 FT.
MINIMUM FRONT SETBACK: 10 FT.	MINIMUM SIDE SETBACK: 5 FT.
MINIMUM REAR SETBACK: 5 FT.	MINIMUM CORNER SETBACK: 5 FT.
MINIMUM FRONT YIELD: 10%	MINIMUM SIDE YIELD: 10%
MINIMUM REAR YIELD: 10%	MINIMUM CORNER YIELD: 10%
MINIMUM FRONT SETBACK: 10 FT.	MINIMUM SIDE SETBACK: 5 FT.
MINIMUM REAR SETBACK: 5 FT.	MINIMUM CORNER SETBACK: 5 FT.
MINIMUM FRONT YIELD: 10%	MINIMUM SIDE YIELD: 10%
MINIMUM REAR YIELD: 10%	MINIMUM CORNER YIELD: 10%

**FOOD SUMMARY**

ITEM	QUANTITY	UNIT
...	...	...

**MECKLENBURG LAND DEVELOPMENT NOTES:**

All "SUD" symbols refer to Mecklenburg Land Development Standards Manual.

On-site hard photographs & development should precede the Zoning Administrator.

Outlets more than one are not an approval of Town Council that is a violation of the County Ordinance of Ordinance, and is subject to a fine.

Any grading beyond the standard limits shown on the plan is a violation of the County Ordinance of Ordinance, and is subject to a fine.

Offices prepared for construction and construction right-of-way may be approved for pre-construction permits.

All underground utilities shall be installed per Section 6.6.6. Submittals shall include a utility map showing the location of all utilities.

All structures shall be constructed per Section 6.6.6. Submittals shall include a structural report prepared by a licensed professional engineer with a minimum of 5 years experience, but in any event, within 7 calendar days from the last date of construction.

All signs shall be constructed per Section 6.6.6. Submittals shall include a sign plan showing the location of all signs.

All other structures shall be constructed per Section 6.6.6. Submittals shall include a structural report prepared by a licensed professional engineer with a minimum of 5 years experience, but in any event, within 7 calendar days from the last date of construction.

The stability of all structures shall be verified by a geotechnical engineer.

Additional surveys to record easements and addresses may be required for a recordation of the subdivision.

In order to ensure proper drainage, keep a minimum of 8" slope on the site.

If a road sign showing for existing conditions is submitted to the County for recordation.

After an O.C. approval is issued, all utility maps shall be submitted to the County for recordation.

For the subdivision of the parcel shown on the plan, all required State & County permits shall be obtained prior to construction of the project.

For the subdivision of the parcel shown on the plan, all required State & County permits shall be obtained prior to construction of the project.

Asphalt paving material to meet the specifications of MCDOT.

Concrete paving to 3,500 psi placed per ACI 309.2R-17 Industrial Pavement Guide. Construction joint spacing 12.5' x 12.5', 2" saw depth.

Construction joints: 1" dia. smooth bars x 20" long spaced 12' o.c.

All site work, paving and grading to follow the recommendations in the "Report of Test PE Exploration" prepared by CTA Associates, Inc. dated August 28, 2019.

REVISIONS:			REVISIONS:		
NO.	DESCRIPTION	DATE	NO.	DESCRIPTION	DATE

**D. ERIC SUTTON, PE**  
6617 BERRYPATCH CT  
CHARLOTTE, NORTH CAROLINA 28211  
(704) 895.5777  
eric@ericssuttonpe.com

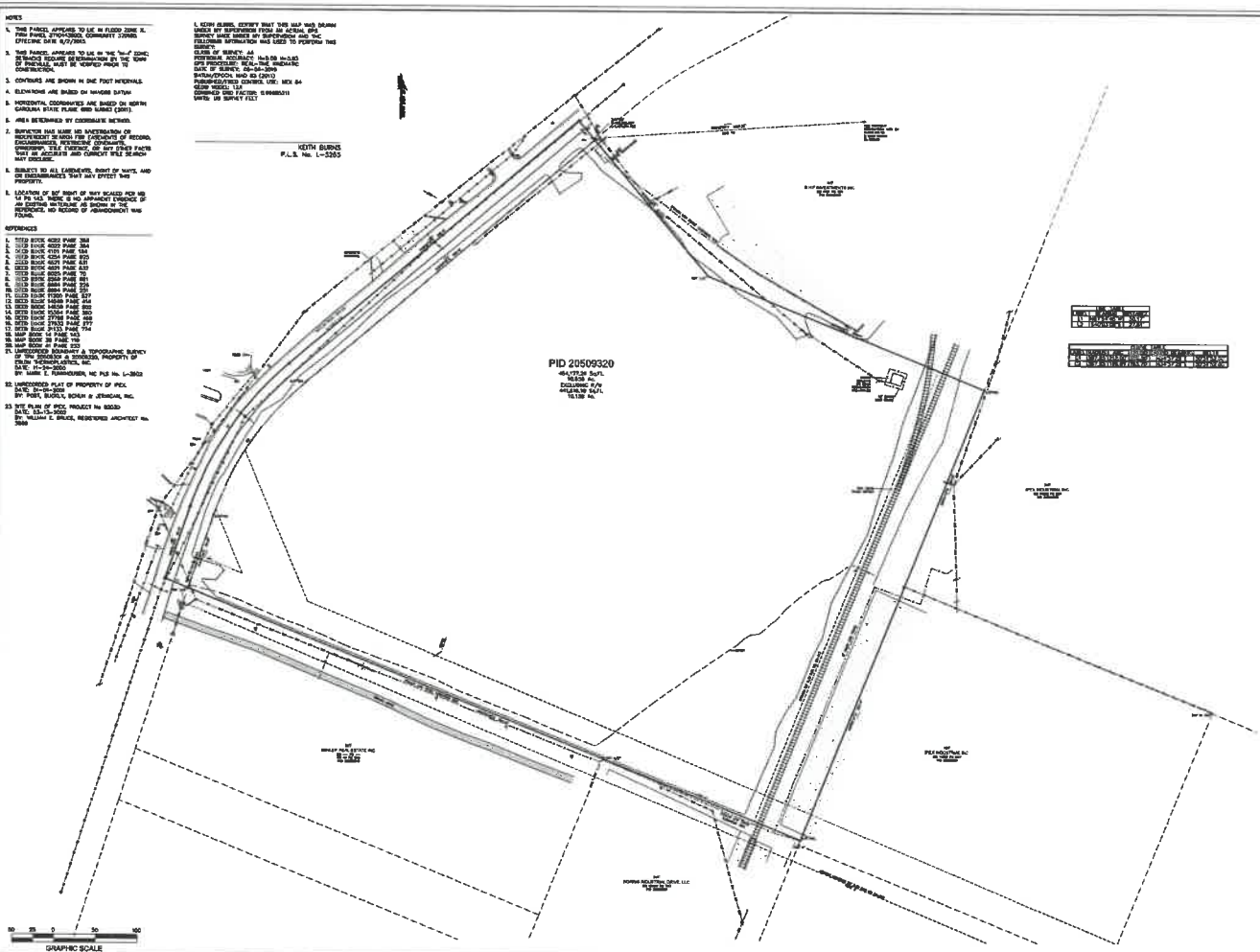


**Pipe Yard Expansion**  
IPEX by okada 9919 Industrial Drive Pkware, NC

**ZONING: C-1**  
**TAX PARCEL: 205-093-20**

**SITE PLAN** 19022  
Date: 11/07/19  
Scale: As Noted  
Checked: [Signature]

**C-1**



**NOTES**

- THIS PLAN APPEARS TO BE IN FLOOD ZONE 4. THE FLOOD ZONE INFORMATION, COMPLETE TO DATE, MAY BE OBTAINED FROM THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP). FOR FURTHER INFORMATION, PLEASE CONTACT THE FOLLOWING: FEDERAL EMERGENCY MANAGEMENT AGENCY, 1200 K STREET, N.W., WASHINGTON, D.C. 20548
- ALL DIMENSIONS ARE BASED ON THE FUTURE CONSTRUCTION OF THE FUTURE BUILDING AND THE DIMENSIONS OF THE FUTURE BUILDING SHALL BE DETERMINED BY THE ARCHITECT.
- CONCRETE AND BRICK IS THE FUTURE MATERIALS.
- ELEVATIONS ARE BASED ON NAVD83 DATUM.
- HORIZONTAL COORDINATES ARE BASED ON NORTH CAROLINA STATE PLANE AND ZONE 17N.
- AREA IS DETERMINED BY COORDINATE METHOD.
- REVISIONS TO THIS PLAN ARE THE PROPERTY OF ATLAS SURVEYING, INC. ANY REVISIONS TO THIS PLAN SHALL BE MADE BY ATLAS SURVEYING, INC. IN WRITING AND SHALL BE FILED WITH THE RECORDER. NO RECORDS OF AMENDMENTS WILL BE MAINTAINED.
- SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS THAT MAY EXIST AND AFFECT THIS PROPERTY.
- REVISIONS TO THIS PLAN ARE THE PROPERTY OF ATLAS SURVEYING, INC. ANY REVISIONS TO THIS PLAN SHALL BE MADE BY ATLAS SURVEYING, INC. IN WRITING AND SHALL BE FILED WITH THE RECORDER. NO RECORDS OF AMENDMENTS WILL BE MAINTAINED.

**KEY**

- 1. FUTURE BUILDING
- 2. FUTURE DRIVE
- 3. FUTURE PARKING LOT
- 4. FUTURE UTILITY LINES
- 5. FUTURE EASEMENTS
- 6. FUTURE RESTRICTIONS
- 7. FUTURE ADJACENT PROPERTIES

**REFERENCES**

- 1. 2018 FUTURE PLAN 101
- 2. 2018 FUTURE PLAN 102
- 3. 2018 FUTURE PLAN 103
- 4. 2018 FUTURE PLAN 104
- 5. 2018 FUTURE PLAN 105
- 6. 2018 FUTURE PLAN 106
- 7. 2018 FUTURE PLAN 107
- 8. 2018 FUTURE PLAN 108
- 9. 2018 FUTURE PLAN 109
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- 11. 2018 FUTURE PLAN 111
- 12. 2018 FUTURE PLAN 112
- 13. 2018 FUTURE PLAN 113
- 14. 2018 FUTURE PLAN 114
- 15. 2018 FUTURE PLAN 115
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- 42. 2018 FUTURE PLAN 142
- 43. 2018 FUTURE PLAN 143
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- 46. 2018 FUTURE PLAN 146
- 47. 2018 FUTURE PLAN 147
- 48. 2018 FUTURE PLAN 148
- 49. 2018 FUTURE PLAN 149
- 50. 2018 FUTURE PLAN 150

**PROPERTY IDENTIFICATION**

**PID 20509320**

SECTION 12/TWP. 14N/R. 15E  
COUNTY OF NORTH CAROLINA  
CITY OF WELLSVILLE  
COUNTY OF NORTH CAROLINA



**LEGEND**

- 1. 10' SANITARY SEWER CLEAN OUT
- 2. 10' SANITARY SEWER MANHOLE
- 3. 10' SANITARY SEWER
- 4. 10' WATER MAIN
- 5. 10' POLYMER FLOOR BOLLARDS
- 6. 10' POLYMER CHAIRS
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**PROPERTY INFORMATION**

**ATLAS SURVEYING, INC.**  
16500 WINDY HILL DRIVE  
RICHMOND, NC 28911  
PHONE: (800) 848-8478  
WEBSITE: WWW.ATLASSURVING.COM

**REVIEW COPY ONLY**

**ATLAS SURVEYING, INC.**  
16500 WINDY HILL DRIVE, UNIT 18  
RICHMOND, NC 28911  
PHONE: (800) 848-8478  
WEBSITE: WWW.ATLASSURVING.COM

Office Use Only:

Application #:

Payment Method: Cash  Check  Credit Card  Amount \$ \_\_\_\_\_ Date Paid \_\_\_\_\_

## Zoning Application

Note: Application will not be considered until all required submittal components listed have been completed

Applicant's Name: SHAWN WHITE Phone: 704-330-3807

Applicant's Mailing Address: IPEX USA LLC, 10100 RODNEY ST., PINEVILLE, 28134

### Property Information:

Property Location: 9919 INDUSTRIAL DR.

Property Owner's Mailing Address: 3 PLACE DU COMMERCE, UNIT 101, ILE DES SDEURS, VERDUN, QUEBEC, H3E1H7

Property Owner Name: IPEX INDUSTRIAL INC. Phone: \_\_\_\_\_

Tax Map and Parcel Number: 29953 / 20509320 Existing Zoning: GI

### Which are you applying (Check all that apply):

Rezoning by Right  Conditional Zoning  Conditional Rezoning  Text Amendment

### Fill out section(s) that apply:

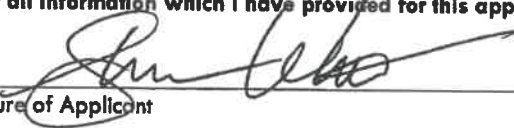
**Rezoning by Right:**  
 Proposed Rezoning Designation \_\_\_\_\_

**Conditional Zoning:**  
 Proposed Conditional Use PIPE STORAGE YARD  
 Acreage 5.4 Square Feet \_\_\_\_\_ Approximate Height 10' # of Rooms \_\_\_\_\_  
 Parking Spaces Required \_\_\_\_\_ Parking Spaces Provided \_\_\_\_\_ **\*\*Please Attach Site Specific Conditional Plan**

**Conditional Rezoning:**  
 Proposed Conditional Rezoning Designation \_\_\_\_\_

**Text Amendment:**  
 Section \_\_\_\_\_ Reason \_\_\_\_\_  
 Proposed Text Change (Attach if needed) \_\_\_\_\_

I do hereby certify that all information which I have provided for this application is, to the best of my knowledge, correct.

  
 Signature of Applicant

11-13-19  
 Date

\_\_\_\_\_  
 Signature of Property Owner (If not Applicant)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Town Official

\_\_\_\_\_  
 Date

# STAFF REPORT



**To:** Town Council

**From:** Travis Morgan

**Date:** 6/09/2015

**Re:** Conditional Use Permit (CUP-2015-02).....(*Public Hearing*)  
10100 Rodney Street proposed expansion.

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## **REQUEST:**

Edward Miedzybrocki representing Ipex USA LLC seeks an expansion of 10,040 square feet for the existing conditionally approved property located at 10100 Rodney Street, also identified as Tax ID 205-093-05 and is zoned G-I general industrial.

The applicant needs your approval to increase or expand the existing Conditional Use Permit originally from 2000 and last updated in 2001.

## **BACKGROUND:**

In 2000 the Pineville Town Council voted to accept the Conditional Use Permit submitted by Ipex to allow an expansion to a rear building located on site. The business was built prior to being annexed into the town and the use was grandfathered as a materials class 2 that required conditional approval prior to any expansions. The conditional use permit was modified in 2001 to allow for additional height and for additional storage silos.

The conditionally approved plans that planning staff have on file are fairly vague and limited Ipex to exactly what was shown on the plan. Staff recommended the applicant to ask council for total square footage they foresaw as needed to make future expansions easier.

## **Detail:**

<u>Acreage:</u>	11.15 (approx.)
<u>Sqft. existing</u>	153,723
<u>Sqft. proposed</u>	163,763
<u>Sqft. new</u>	<b>+10,040</b>
<u>Parking (required)</u>	84
<u>Parking (provided)</u>	116
<u>Maximum height</u>	55' (building) 100' (silos)

The new proposed 10,040 square feet is proposed to be broken into the following:

- 240 sqft. for current needed electrical room
- 2800 sqft. for future shop building expansion
- 7000 sqft. for future blending building expansion

**STAFF RECOMMENDATION:**

Staff supports the expansion proposal. The only item of note is normally required streetscape improvements such as sidewalks and street trees. Staff opens this up for discussion but is open to support allowing the immediate business need of the 240sqft electrical addition and requiring the streetscape as part of the next phase of expansion.

**PROCEDURE:**

This is the re-opening of an existing Conditional Use Permit. When dealing with a Conditional Use Permit, a quasi-judicial procedure must be followed. This means that all information will be presented at the public hearing, testimony must be sworn in, there shall be no ex parte communication, and the burden of proof lies with the applicant to produce substantial and competent information for Council to base a decision. After the hearing is closed you may vote on the proposal at this meeting, or the next meeting should you need additional time.

You must for the record go through the below findings of fact to base your decision:

- The use will not materially endanger the public health or safety.
- The use meets all required conditions and specifications.
- The use will not substantially injure the value of adjoining properties.
- The location is in harmony with surrounding area & conforms to the Small Area Plan.



**PUBLIC COMMENT:** Amelia Stinson-Wesley asked to speak first since she needed to leave to attend another meeting. She announced that she was running for a Board of Education at-large seat and asked for the support of the group.

Resident, Jerome Bell representing GraceLife Memorial Church, stated that the church had been in existence for 112 years and wanted to give back to the community. The church was hosting GraceFest, a free community event featuring music, a petting zoo, games, face painting and food and will be held on Saturday, June 20<sup>th</sup> from 4:00-7:00p.m.

### **PUBLIC HEARINGS:**

- A. Public Hearing – To Hear a Request to Amend CUP.** Planning Director, Travis Morgan stated that in order to hold the public hearing, anyone giving testimony would need to be sworn in. He and the applicant, Ed Miedzybrocki, were both sworn in. Mayor Pro Tem Melissa Davis moved to open the public hearing at 6:40 p.m. with Council Member Debbie Fowler seconding the motion. There were ayes by all and the public hearing was opened.

Mr. Morgan stated that the request was a simple, straight forward one from a long-term business in town that was a Class II manufacturing company requesting a 10,040 sq. foot addition to their facility located at 10100 Rodney St. In 2000, Council had voted to allow Ipex USA, LLC an expansion to one of their other buildings on their site. Because there is a Conditional Use Permit (CUP) for the property, each time a change is made, it must be approved by the Town Council. The request was actually a combination of three requests that totaled 10,040 sq. feet. The applicant was advised to present it in that way so they would only have to go before Council one time as opposed to three.

Council Member David Phillips asked if any of the expansions would be on road frontage to which Mr. Morgan replied that it would not. Mayor Pro Tem Melissa Davis asked about the noise level and hours of operation. Mr. Miedzybrocki replied that it was a 24 hour, 7-day-a week operation, Monday through Friday. He did say there was some noise generated from blowers that could be heard from a distance of about 200 feet away, but because they were located in the industrial area, there were no private residences around. The additional square feet would not generate more traffic, only house additional equipment for the business. Council Member Les Gladden wanted to be sure the applicant understood the street-scaping requirements. Mr. Miedzybrocki acknowledged that he did and that he had no problem with complying with the requirements.

There were no further comments or question so Council Member Les Gladden moved to close the Public Hearing. Council Member David Phillips seconded the motion and the Public Hearing was closed. Council indicated that they were ready to make a motion on the request. Council Member Gladden moved to approve the request for adding an additional 10,040 sq. feet to the facility, with Mayor Pro Tem Davis seconding the motion. There were ayes by all and the motion passed unanimously.

- B. Public Hearing – To Amend the Utility Right of Way Ordinance.** Council Member Debbie Fowler moved to open the second Public Hearing with Mayor Pro Tem Davis seconding the motion. There were ayes by all and the second Public Hearing was opened at 6:51 p.m. Town Manager, Haynes Brigman, stated that a utilities R-O-W ordinance had been passed in 2008 but it needed to be updated to include current standards and fees. Permit fees needed to be collected to repair cuts in the road or damage to sidewalks when utility companies come in to the town to do work. There was a large book of standards from the City of Charlotte which the town was going to adopt as part of the original ordinance.

There were no questions or comments so Council Member David Phillips moved to close the Public Hearing. Council Member Debbie Fowler seconded the motion and the Public Hearing was closed at 6:55 p.m. Council Member Gladden moved to approve the addition of standards and fees to the Town's Utility R-O-W Ordinance. Council Member Fowler seconded the motion and there were ayes by all in favor. Motion passed unanimously.

### **OLD BUSINESS:**

- A. Crown Castle Tower Extension Request Update.** Town Manager, Haynes Brigman, stated that Council had voted last month to deny the request by Crown Caste to add additional height to the cell tower located behind the Waldhorn Restaurant located on Lancaster Highway regarding it as a safety concern. The applicant did not make a strong

# Workshop Meeting



**To:** Town Council

**From:** Travis Morgan

**Date:** 12/16/2019

**Re:** 13160 Dorman Road (Laurels and Haven vacant pad townhome proposal)

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## **REQUEST:**

David Tibbals would like to build 19 single story patio type townhomes on the current vacant pad between the Laurels and Haven on Dorman Road. The project is to be age target but not necessarily age restricted. Townhomes are currently not allowed in this O-I (office institutional zoning district) but "Senior Living" is permitted. Applicant need your approval to modify the existing conditional plan. Staff needs your approval on if the proposed use is senior living vs standard townhomes.

## **BACKGROUND INFORMATION:**

The whole development along with the Cottages was conditionally approved. Starting in the late 1990's to early 2000's. The vacant pad is currently only approved for 15,500 square feet of office, community, or support services for the adjacent development. Original zoning was R-7MH (mobile home) with the conditional approved site plan. That was revised during the simplification of the zoning districts around 2015 to O-I office institutional to reflect the actual use in the area and on the plan.

The HOA of the Cottages seems to support the townhomes with the fence requirement (see attached). The number of units has dropped from 23 to the 19 shown currently on the plan.

## **SITE INFORMATION:**

**Size:** 2.214 acres

**Units:** 19

**Existing Parking:** Staff counted approximately 35

**Proposed Parking:** Staff Counted 40

**Parking Calculation Specifically for Elderly Housing:** 1.25 per unit

**Minimum Parking:** 24 spaces

## **Staff Comment:**

Staff's initial thought was additional strain on Fire Department and emergency services at this location relatively far within the town from dispatch. Adjacent HOA seems to prefer housing over commercial however. The design is much improved but staff feels the roofline is a little to monolithic and be broken up to better match our usual standards and blend with the community. Porches windows and railings shown are welcome.



# The Cottages at Carolina Place

13030 Dorman Road

Pineville, NC 28134

December 10, 2018

Mr. Travis Morgan, AICP

Planning Director, Town of Pineville

P.O. Box 249

200 Dover Street, Pineville, NC 28134

Re: Planned 23-unit Patio Home project on vacant land adjoining The Cottages at Carolina Place

Mr. Morgan,

On November 14, 2018 at our regular Board Meeting for the community, we invited Mr. David Tibbals to share the proposal initially he communicated through our community manager, Ms. Bethany Totherow of Henderson Properties, back on October 15, 2018.

At the meeting, Mr. Tibbals shared the concept plan for the project, showing the proposed units, the planned open courtyard, and proximity to The Cottages and seeking community support for the project. As the property has been vacant for 12 years, a positive use of the property for Patio Homes would be more acceptable than a restaurant or more intensive use. There was a good discussion with both the board and several residents attending the meeting who voiced their concerns and questions about the project.

The following items highlight the concerns of the community and its conditional support for the plan:

1. Fence separating the property: Currently there is only a partial fence and shrub hedge that separates the Laurels and The Haven's from the existing approximate ten-foot (10') high sloped elevation between the subject property and the Cottages. Members of our community have asked that a continuous fence be installed behind the proposed project protecting future residents of the proposed Patio Homes from accidentally accessing this slope and falling downhill into various individual homeowners' property in the Cottages.

2. Storm water: With recent rain storms, concerns were voiced about the planned project and whether there are adequate storm drainage systems to accommodate it. Mr. Tibbals shared that the design for storm systems only account for 10-year storm events. The recent rains appeared to produce temporary flooding and exceeded the systems design limits. Mr. Tibbals shared that the original master plan for the project was designed to handle the then current storm water regulations. As the project is in preliminary stages, Mr. Tibbals committed to a review of the full storm water plan for the community (The Haven's/Laurels and The Cottages), and prior to any final construction documents, engage a civil engineer to review and confirm the storm systems are compliant with the original design and are properly functioning and will accommodate this new development. The existing vacant site is 2.18 acres composed of +/- 1 acre of grassed land, the balance is paved with existing parking for this site, as well as circulation for the Haven's and Laurels. The proposed plan would add approximately 23K SF of (under ½ acre) of impervious area, under current the current scheme.

In summary: Based on the preliminary plan submitted for 23 single-story attached Patio Homes surrounding a common courtyard; and based on satisfactory resolution of the two (2) items described above in the final plans, the community and board gives its conditional support to rezoning of this land for the proposed use.

Sincerely,

W. Anthony Dunn

President

Home Owners Association

Board of Directors

Office Use Only:

Application #:

Payment Method: Cash  Check  Credit Card  Amount \$ \_\_\_\_\_ Date Paid \_\_\_\_\_

## Zoning Application

Note: Application will not be considered until all required submittal components listed have been completed

Applicant's Name: WAE LAND, INC. Phone: 704.995.2808  
 Applicant's Mailing Address: 1121 CARMEL COMMONS BLVD. SUITE 105, CHARLOTTE NC 28224

### Property Information:

Property Location: 13160 DORMAN ROAD, PINEVILLE, NC  
 Property Owner's Mailing Address: 3452 SHARON ROAD, CHARLOTTE, NC 28211  
 Property Owner Name: MIRSA 2, LLC Phone: \_\_\_\_\_  
 Tax Map and Parcel Number: 221-101-07 Existing Zoning: R-7 MH (CUP.)

### Which are you applying (Check all that apply):

Rezoning by Right  Conditional Zoning  Conditional Rezoning  Text Amendment

### Fill out section(s) that apply:

Rezoning by Right:  
 Proposed Rezoning Designation N/A

Conditional Zoning:  
 Proposed Conditional Use (R-MF) CD MULTI-FAMILY DISTRICT  
 Acreage 2.182 Square Feet 96,200 Approximate Height 20' # of Rooms 2 BR TOWN HOMES  
 Parking Spaces Required 46 Parking Spaces Provided 41 + 5 NEW SPACES \*\*Please Attach Site Specific Conditional Plan

Conditional Rezoning:  
 Proposed Conditional Rezoning Designation N/A

Text Amendment:  
 Section N/A Reason N/A  
 Proposed Text Change (Attach if needed) N/A

I do hereby certify that all information which I have provided for this application is, to the best of my knowledge, correct.

 PRESIDENT  
 WAE LAND, INC.

Signature of Applicant

10/11/2019  
 Date

MIRSA 2 LLC, by An Farahany,  
 Signature of Property Owner (If not Applicant) office

Signature of Property Owner (If not Applicant)

10/18/2019  
 Date

Signature of Town Official

Date

# ADJOINING OWNERS

## MECKLENBURG COUNTY, NC POLARIS 3G PROPERTY INFORMATION REPORT

Date Printed: 10/11/2019

Search Criteria: within 5 ft of 22110117. Sorted by: Descending Market Value Order



12/07/2014 from Mecklenburg County  
 1) Parcel ID #: 22110116  
 Location: 13180 DORMAN RD PINEVILLE  
 Land Area: 4.188 AC  
 Sales Price: \$15,860,000.00 (11/24/2009)  
 Tax Market Value: \$8,184,100.00  
 Sq. Ft.: 75,394 Year Built: 1999  
 Bedrooms: 0 Full Baths: 0



2) Parcel ID #: 22110118  
 Location: 13150 DORMAN RD PINEVILLE  
 Land Area: 3.597 AC  
 Sales Price: \$8,120,000.00 (11/24/2009)  
 Tax Market Value: \$4,636,200.00  
 Sq. Ft.: 36,784 Year Built: 1999  
 Bedrooms: 0 Full Baths: 0



3) Parcel ID #: 22110117  
 Location: 13160 DORMAN RD PINEVILLE  
 Land Area: 2.214 AC  
 Sales Price: \$374,000.00 (05/02/2007)  
 Tax Market Value: \$438,800.00



12/07/2014 from Mecklenburg County  
 4) Parcel ID #: 22110143  
 Location: 10043 BISHOPS GATE BV PINEVILLE  
 Land Area: 0.152 AC  
 Sales Price: \$280,000.00 (06/01/2007)  
 Tax Market Value: \$265,900.00  
 Sq. Ft.: 1,910 Year Built: 2006  
 Bedrooms: 3 Full Baths: 2



12/07/2014 from Mecklenburg County  
 5) Parcel ID #: 22110150  
 Location: 10113 BISHOPS GATE BV PINEVILLE  
 Land Area: 0.152 AC  
 Sales Price: \$251,500.00 (08/14/2006)  
 Tax Market Value: \$252,800.00  
 Sq. Ft.: 1,632 Year Built: 2006  
 Bedrooms: 2 Full Baths: 2



12/07/2014 from Mecklenburg County  
 6) Parcel ID #: 22110145  
 Location: 10051 BISHOPS GATE BV PINEVILLE  
 Land Area: 0.152 AC  
 Sales Price: \$150,000.00 (04/19/2013)  
 Tax Market Value: \$251,400.00  
 Sq. Ft.: 1,670 Year Built: 2005  
 Bedrooms: 2 Full Baths: 2



12/07/2014 from Mecklenburg County  
 7) Parcel ID #: 22110146  
 Location: 10055 BISHOPS GATE BV PINEVILLE  
 Land Area: 0.152 AC  
 Sales Price: \$158,000.00 (03/26/2013)  
 Tax Market Value: \$249,400.00  
 Sq. Ft.: 1,698 Year Built: 2005  
 Bedrooms: 2 Full Baths: 2



12/07/2014 from Mecklenburg County  
 8) Parcel ID #: 22110149  
 Location: 10109 BISHOPS GATE BV PINEVILLE  
 Land Area: 0.152 AC  
 Sales Price: \$0.00 (03/30/2017)  
 Tax Market Value: \$247,700.00  
 Sq. Ft.: 1,698 Year Built: 2006  
 Bedrooms: 2 Full Baths: 2



12/07/2014 from Mecklenburg County  
 9) Parcel ID #: 22110144  
 Location: 10047 BISHOPS GATE BV PINEVILLE  
 Land Area: 0.152 AC  
 Sales Price: \$182,000.00 (03/08/2016)  
 Tax Market Value: \$243,800.00  
 Sq. Ft.: 1,582 Year Built: 2005  
 Bedrooms: 2 Full Baths: 2

This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.

**MECKLENBURG COUNTY, NC POLARIS 3G PROPERTY INFORMATION REPORT**

Date Printed: 10/11/2019

Search Criteria: within 5 ft of 22110117. Sorted by: Descending Market Value Order



12/07/2014 from Mecklenburg County  
10) Parcel ID #: 22110148  
Location: 10105 BISHOPS GATE BV  
PINEVILLE  
Land Area: 0.152 AC  
Sales Price: \$227,500.00 (06/30/2006)  
Tax Market Value: \$243,600.00  
Sq. Ft.: 1,582 Year Built: 2006  
Bedrooms: 2 Full Baths: 2

9

Photo Not Available



11) Parcel ID #: 22110147  
Location: BISHOPS GATE BV  
PINEVILLE  
Land Area: 0.03 AC  
Sales Price: \$0.00 (12/23/2009)  
Tax Market Value: \$0.00

10



**MECKLENBURG COUNTY, North Carolina**  
**POLARIS 3G PARCEL OWNERSHIP AND GIS SUMMARY**  
 Date Printed: 10/11/2019

①

Identity		Ownership	
Parcel ID	GIS ID	Owner Name	Mailing Address
22150393	22150393	ASSOCIATION INC CAROLINA VILLAGE HOMEOWNERS C/O AMS	PO BOX 38809 CHARLOTTE NC 28278  PO BOX 38809 CHARLOTTE NC 28278
Property Characteristics		Deed Reference(s) and Sale Price	
Legal desc	COS M49-851	Deed	Sale Date
Land Area	1.14 AC	23616-270	04/10/2008
Fire District	PINEVILLE	15125-866	04/09/2003
Special District	FIRE SERVICE G		\$0.00
Account Type	HOMEOWNERS	Site Location	
Municipality	PINEVILLE	ETJ Area	Pineville
Property Use	SINGLE FAMILY RESIDENTIAL - COMMON	Charlotte Historic District	No
		Charlotte 6/30/2011 Annexation Area	No
Zoning		Census Tract #	58.25
Contact appropriate Planning Department or see Map.		Post Construction District	
Water Quality Buffer		Jurisdiction	Pineville
Parcel Inside Water Quality Buffer	No	District	Pineville
FEMA and Community Floodplain		Stream Watershed Districts	
FEMA Panel#	3710443800K	Stream Watershed Name	McALPINE
FEMA Panel Date	02/19/2014		
FEMA Flood Zone	OUT:VIEW FEMA FLOODPLAIN TO VERIFY		
Community Flood Zone	OUT:VIEW COMMUNITY FLOODPLAIN TO VERIFY		
Situs Addresses Tied to Parcel			
GREEN BIRCH DR PINEVILLE			

*This map or report is prepared for the inventory of real property within Mecklenburg County and is compiled from recorded deeds, plats, tax maps, surveys, planimetric maps, and other public records and data. Users of this map or report are hereby notified that the aforementioned public primary information sources should be consulted for verification. Mecklenburg County and its mapping contractors assume no legal responsibility for the information contained herein.*

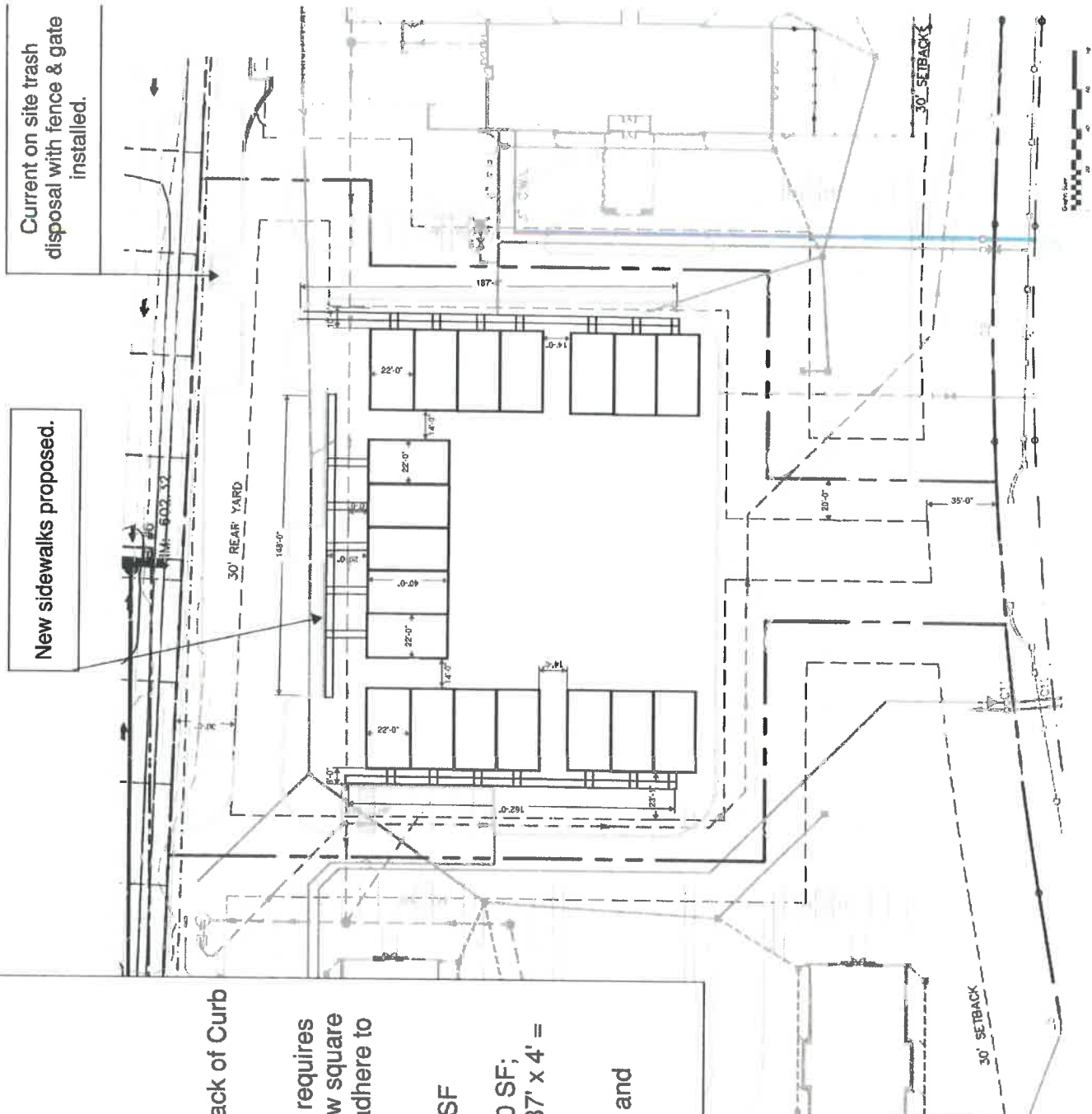
# Patio Home Concept Plan

Typical Unit: 22' x 40' (880 SF/per unit)  
19 units proposed  
Existing Parking: 41 Spaces.  
Required spaces: 2/Unit (40)

Setbacks from Zoning:  
35' Front Yard at Dorman Road  
Side Yard: 30' Setback  
Rear Yard: 30' Setback  
Proposed TH Location - minimum 8' from Back of Curb

Stormwater Exemption:  
Mecklenburg County Stormwater Ordinance requires any new development exceeding 20,000 new square feet of impervious area to be developed to adhere to Stormwater detention ordinance.  
Proposed Impervious Area: 19,252 SF  
New Units: 19 (880 SF each) = 16,720 SF  
New Sidewalk: 2,532 SF  
(148' x 4' = 592 SF; 5 x 16' x 4' = 320 SF;  
162' x 4' = 648 SF; 14 x 4' x 4' = 224 SF; 187' x 4' = 748)

Property is served by Private Water System and Private Sewer System on site.



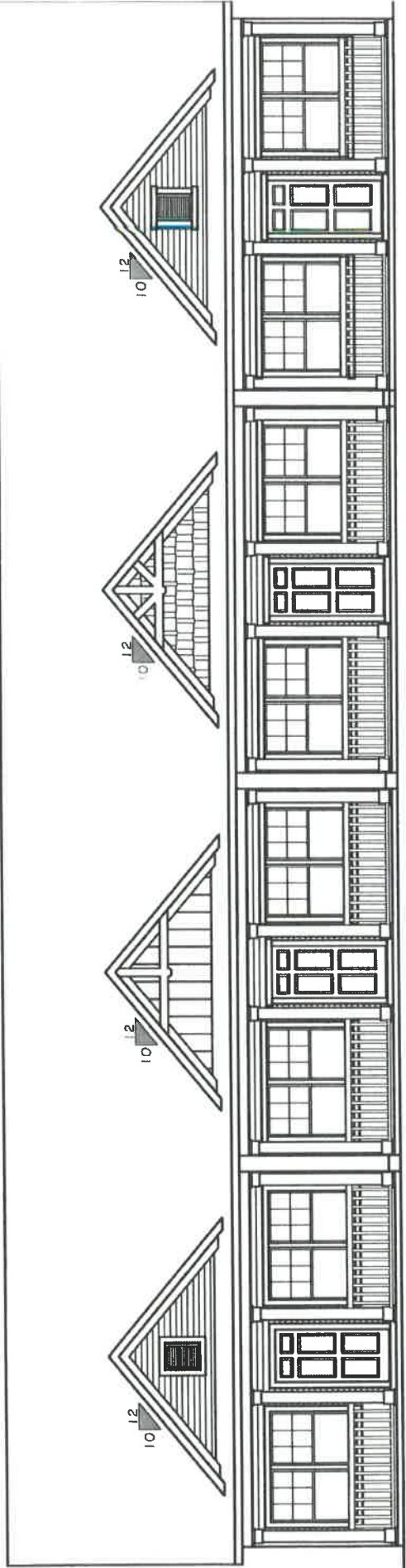
## Rezoning Plan Sheet 1 of 2

Existing Zoning: R-7 MH CUP Mixed Use, Assisted Care, Office  
Proposed Zoning amendment: CUP Mixed Use  
Town Homes not to exceed 19 Units  
Date: November 12, 2019



**Proposed Elevations for Pineville Town Home Project off Dorman Road.**

- Existing Elevation built in field is the prototype with modifications of additional windows to allow for more light in units.
- Existing elevation photo (left) has a side door with steps; proposed elevation below designed with front access and will be on grade for easy access for older adults.
- Porches to be framed with white picket railing and square column supports.
- Variation of dormer elements vary from horizontal siding, vertical ship-lap, and vinyl shake siding.
- Cementitious (fiber cement) siding shall be used on elevations below roof lines on front, side and rear elevations.
- Grading of site may require shift in elevations necessary to accommodate topographic conditions.



**FRONT ELEVATION - 4 UNIT**



13160 Dorman Road, Pineville, NC 28134  
 Owner: MIRSA 2, LLC - Tax Parcel No. 221-10-117, +/- 2.12 acres  
 Petition for zoning change from Conditional Office use to Conditional Town Homes

**Rezoning Plan Sheet 2 of 2**  
 Existing Zoning: R-7 MH CUP Mixed Use, Assisted Care, Office  
 Proposed Zoning amendment: CUP Mixed Use Town Homes not to exceed 19 Units  
 Date: November 12, 2019



**Colejones & Stone**  
 Land Planning  
 Landscape Architecture  
 Civil Engineering  
 Urban Design

117 South Tryon Street  
 Charlotte, NC 28202  
 North Carolina  
 704.376.1555  
 Fax 704.376.7851



**CHA ENTERPRISES**

200 CAMDEN DRIVE  
 SUITE D  
 CHARLOTTE, NORTH CAROLINA 28203  
 704.382.0000

**THE COTTAGES  
 AT CAROLINA  
 PLACE VILLAGE**  
 PINEVILLE, NORTH CAROLINA

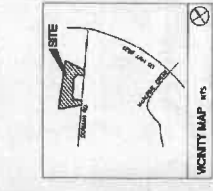
**SITE PLAN**

10000

DATE: 10/15/10  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

Scale: 1" = 40'  
 0' 20' 40'

CVI 4  
 Sheet 4 of 4



- NOTES**
1. ALL SPACES TO BE APPROVED AND PERMITTED SEPARATELY.
  2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. VERIFY ALL UTILITIES BEFORE CONSTRUCTION.
  3. SEE CONCRETE WORKING DRAWINGS FOR ALL CONCRETE WORK. ALL CONCRETE SHALL BE APPROVED BY THE COUNTY ENGINEER BEFORE POURING.
  4. THE EXISTING UTILITY LOCATIONS SHALL BE IDENTIFIED AND APPROVED BY THE COUNTY ENGINEER BEFORE ANY CONSTRUCTION.
  5. ALL UTILITIES SHALL BE DEEPENED TO THE PROPOSED GRADE AND ALL UTILITIES SHALL BE COVERED FROM THE ALLEY SIDE OF PAVEMENT TO THE SIDE OF THE ROAD.

- LEGEND**
- PROPOSED UTILITY EYE
  - PROPOSED UTILITY TIE
  - PROPOSED UTILITY VALVE
  - PROPOSED UTILITY MANHOLE
  - PROPOSED UTILITY STRUCTURE
  - PROPOSED UTILITY STRUCTURE
  - PROPOSED UTILITY STRUCTURE
  - PROPOSED UTILITY STRUCTURE

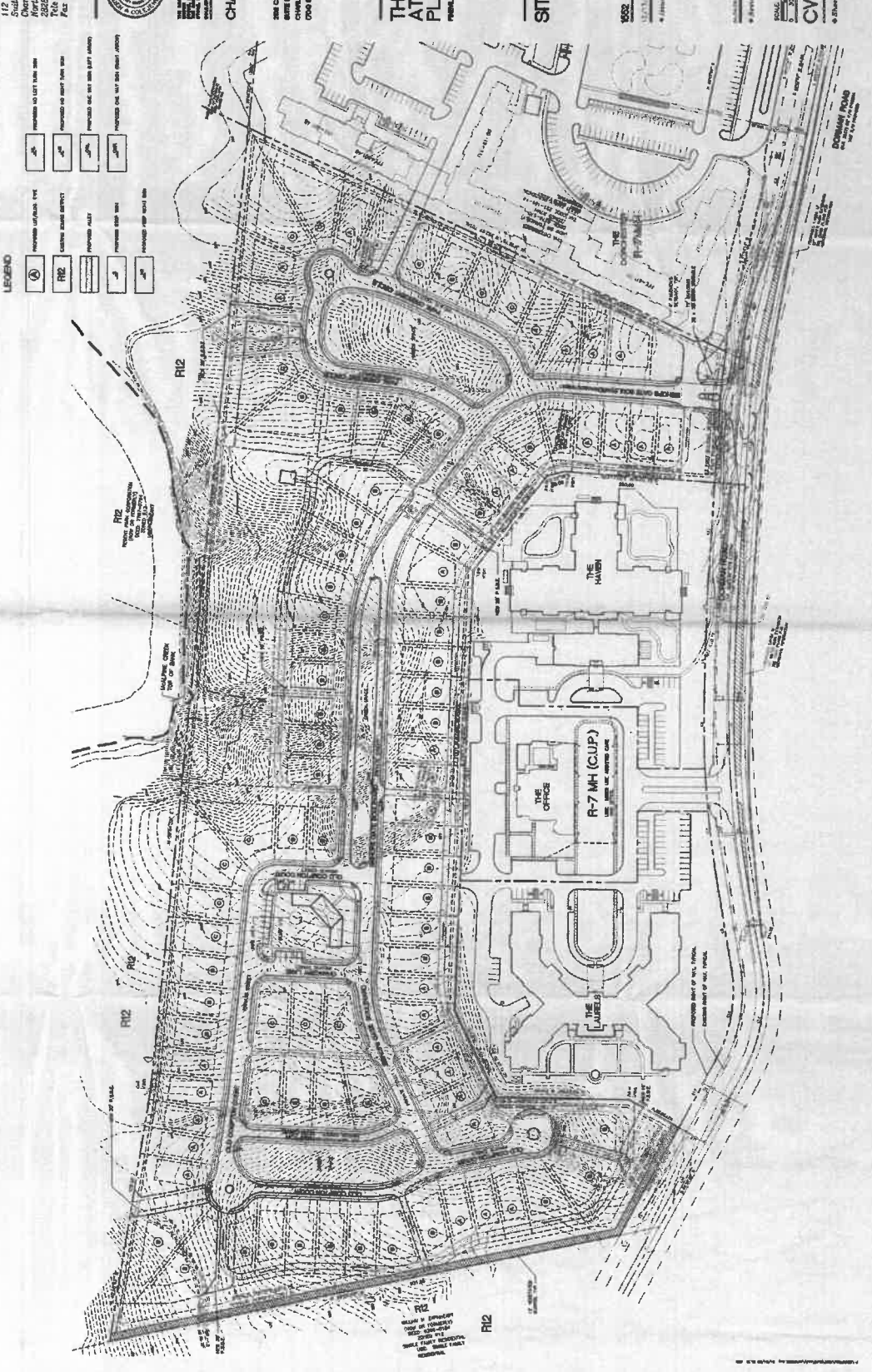
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DATE: 10/15/10  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

Scale: 1" = 40'  
 0' 20' 40'

CVI 4  
 Sheet 4 of 4

# Workshop Meeting



**To:** Town Council

**From:** Travis Morgan

**Date:** 12/16/2019

**Re:** 2020 Lakeview (Lakeview/Lynwood Subdivision)

---

## **REQUEST:**

Brian Macuga on behalf of the owners Stephen Miller and Robert Smith to conditionally rezone approximately 56 acres to RMX for a single-family subdivision off of Lynnwood and Lakeview to allow for 99 homes.

## **BACKGROUND INFORMATION:**

As you may know there have been site plan changes, updates, water, sewer, and fire access concerns. Summary:

**Lots:** The proposal is for 99 homes most lots being 50' wide for a 40' wide home. Arrangement has been updated as shown. It is now spread over both parcels

**Water:** Insufficient water pressure for the development fire hydrants. New waterline from larger diameter line that ends near Boatright. Applicant would like to run down Lynnwood. Public Works recommends Lakeview because of upcoming paving and drainage project. Staff recommends the waterline to be installed prior to town repaving project to prevent patches or disturbances.

**Sewer:** Gravity to pump station on Mallard through Tinsley property currently. Should the development proceed may require pump station upgrades.

**Fire:** Fire Marshall preliminary concept approval. Must meet for final approvals with Town and County and meet the 80,000 pound requirement noted in email. Specification shown on plan shown 15,940 pounds per square inch dependent on compacted base.

## **SITE INFORMATION:**

**Size:** 56 acres (approx.)

**Minimum lot size:** 6,000 sqft. (50x120)

**Units:** 99 (front load garage type)

**Minimum Parking:** 2 spaces per home

## **Staff Comment:**

Staff notes the many previous plans and utility concerns. Staff is still unsure who will maintain the fire lines once completed. A great amount of coordination will be needed for the new waterline to prevent damage to newly paved roads and existing properties. Existing residents may only be able to use the new higher pressure lines with safeguards installed at their expense. Front loaded garages on more narrow lots creates a streetscape with a two car garage and pad whereas about 50% of your street view will be garages and cars. Staff does prefer this more spread layout and greenway access points. We will to dedicate and reconfigure road right of ways especially at the existing road access point (see plans and existing property lines).



55.41 acres

**tmorgan@pinevillenc.gov**

---

**From:** Gaines, Alan <againes@ci.charlotte.nc.us>  
**Sent:** Wednesday, September 18, 2019 11:28 AM  
**To:** Swayampakala, Bhavana; tmorgan@pinevillenc.gov; RWayne@LaBellaPC.com; chill@pinevillenc.gov; BFisher@LaBellaPC.com  
**Subject:** RE: [EXT] Pineville - request for water and sewer assessment for new street improvement project

Bonnie,

I am still waiting to hear back from our Rehab and Replacement group to determine if the 6-inch water mains on Lakeview and Lynnwood will be replaced. These mains are PVC and have thinner walls than what we normally see in our system (this area was a part of the original Pineville System Charlotte Water acquired) however there appears to be few work orders in this area, indicating this system is still okay.

I also want to also bring your attention of additional coordination that may be needed to serve the proposed subdivision adjacent to this project. Based on the proposed plans I have concerns about fire flow serving the new subdivision based on their proposed connection to our distribution system. The 6-inch water main they are proposing to connect to is in our Pineville Pressure Zone, which operates at lower pressures than the surrounding area. This also means that fire flows may not be adequate to support/extend service for this additional development. To determine this the developer needs to contact the Mecklenburg County Fire Marshall and, depending on the flow results, contact Charlotte Water's Donated projects about the best way to serve their project. They may need a Donated project extending the 8-inch water main at Lakeview & Lynnwood down to their site to serve the development. The existing 8-inch water main is in a pressure zone with higher pressures, and was extended into this neighborhood for fire protection.

If you have any additional questions, feel free to call or email me back.

Alan H. Gaines, PE / Senior Engineer  
**CHARLOTTE WATER**  
5100 Brookshire Boulevard / Charlotte, NC 28216  
P: 704-336-1033 / C:980-201-0500 / [charlottewater.org](http://charlottewater.org)

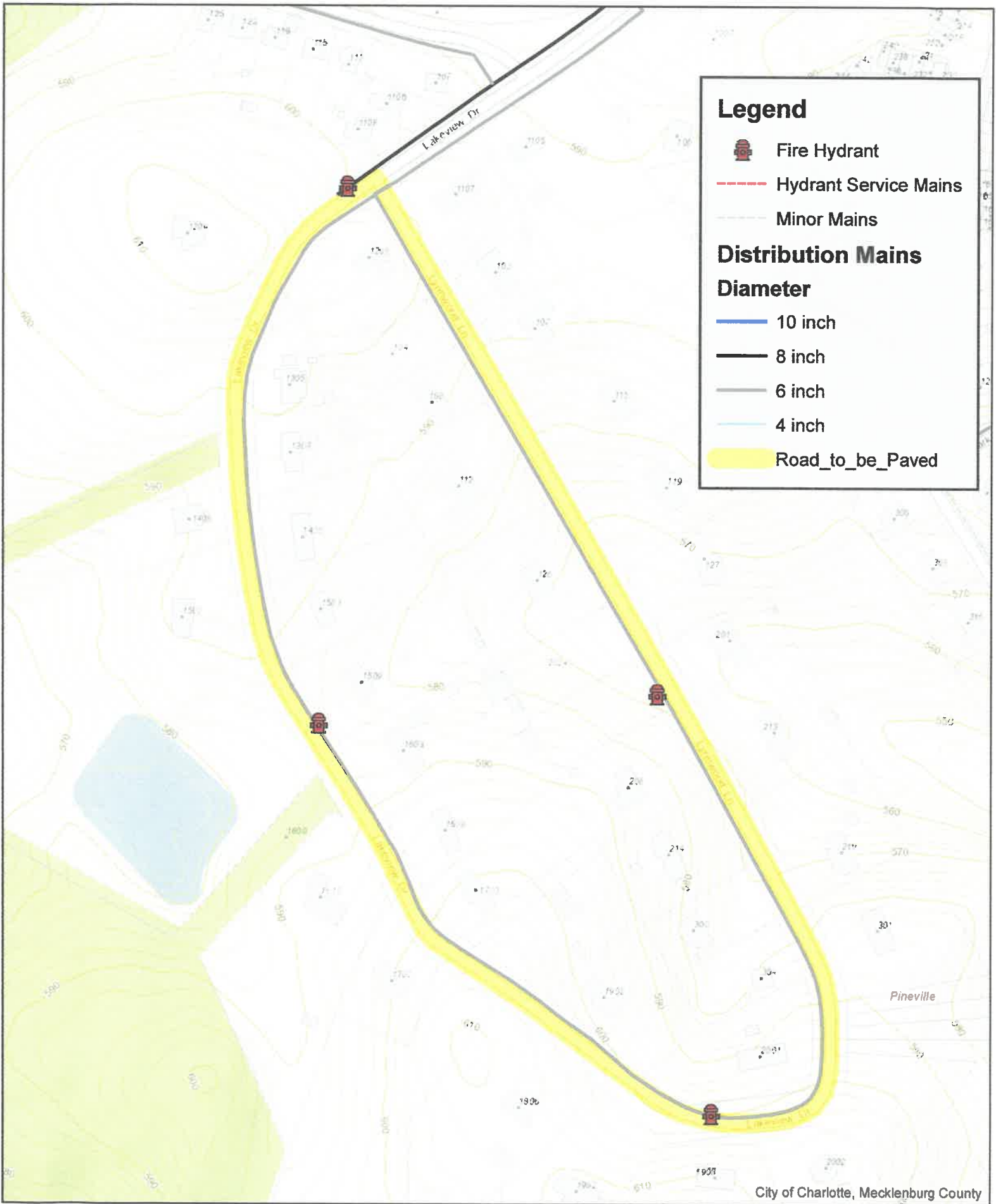
**From:** Swayampakala, Bhavana  
**Sent:** Tuesday, September 17, 2019 10:07 AM  
**To:** Gaines, Alan <againes@ci.charlotte.nc.us>  
**Subject:** Fwd: [EXT] Pineville - request for water and sewer assessment for new street improvement project

Alan  
Do you have any updates that I can share with Bonnie?  
Thanks,

Bhavana Swayampakala, PE / Engineering Division Manager  
**CHARLOTTE WATER**  
5100 Brookshire Blvd. / Charlotte, NC 28216  
P: 704-336-4976 / C:980-240-8801 / [charlottewater.org](http://charlottewater.org)

**Feedback:** [charlottewater.org/feedback](http://charlottewater.org/feedback)

# Lynnwood Lane and Lakeview Drive in Pineville





Office Use Only: \_\_\_\_\_ Application #: \_\_\_\_\_  
 Payment Method: Cash\_\_\_ Check\_\_\_ Credit Card\_\_\_ Amount \$ \_\_\_\_\_ Date Paid\_\_\_\_\_

## Zoning Application

Note: Application will not be considered until all required submittal components listed have been completed

Applicant's Name: Arbor Land Holdings, LLC Phone: 704-542-5833  
 Applicant's Mailing Address: 4119-I Rose Lake Drive, Charlotte, NC 28217

**Property Information:**

Property Location: Lynnwood Lane/Lakeview Drive  
 Property Owner's Mailing Address: PO Box 343, Pineville, NC 28134  
 Property Owner Name: Stephen Miller Phone: \_\_\_\_\_  
 Tax Map and Parcel Number: 221-09-102 (~35.14 AC.) Existing Zoning: R-44

**Which are you applying (Check all that apply):**

Rezoning by Right \_\_\_\_\_ Conditional Zoning \_\_\_\_\_ Conditional Rezoning X Text Amendment \_\_\_\_\_

**Fill out section(s) that apply:**

**Rezoning by Right:**  
 Proposed Rezoning Designation \_\_\_\_\_

**Conditional Zoning:**  
 Proposed Conditional Use \_\_\_\_\_  

Acreage	Square Feet	Approximate Height	# of Rooms
Parking Spaces Required _____	Parking Spaces Provided _____	<b>**Please Attach Site Specific Conditional Plan</b>	

**Conditional Rezoning:**  
 Proposed Conditional Rezoning Designation RMX-CD

**Text Amendment:**  
 Section \_\_\_\_\_ Reason \_\_\_\_\_  
 Proposed Text Change (Attach if needed) \_\_\_\_\_

I do hereby certify that all information which I have provided for this application is, to the best of my knowledge, correct.

\_\_\_\_\_  
 Signature of Applicant  
 X Charles Stephen Miller  
 Signature of Property Owner (If not Applicant)  
 \_\_\_\_\_  
 Signature of Town Official

8-19-2019  
 Date  
8/19/19  
 Date  
 \_\_\_\_\_  
 Date

Received 8/19/19  
 AM [Signature]

**tmorgan@pinevillenc.gov**

---

**From:** Frazier, Randy D. <Randy.Frazier@mecklenburgcountync.gov>  
**Sent:** Tuesday, September 17, 2019 3:23 PM  
**To:** tmorgan@pinevillenc.gov  
**Subject:** Re: [External]Lynnwood Residential, Pineville - Fire Access

Correct. He still needs to upload them in EPM and get approval on the LD project. I only conceptually approved based on what he had shown me.

Sent from my iPhone

Randy D. Frazier  
Assistant Fire Marshal  
2145 Suttle Avenue  
Charlotte, NC. 28205  
P 980-314-3073

On Sep 17, 2019, at 15:19, "tmorgan@pinevillenc.gov" <tmorgan@pinevillenc.gov> wrote:

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Gotcha. Thanks. They will need those details and get you and mikes ok upon approval then.

**Travis Morgan AICP**  
Planning Director  
*Town of Pineville*  
PO Box 249  
Pineville, NC 28134  
Phone: 704.889.2202

**From:** Frazier, Randy D. <Randy.Frazier@mecklenburgcountync.gov>  
**Sent:** Tuesday, September 17, 2019 3:17 PM  
**To:** [tmorgan@pinevillenc.gov](mailto:tmorgan@pinevillenc.gov)  
**Cc:** Michael Gerin <[mgerin@pinevillenc.gov](mailto:mgerin@pinevillenc.gov)>  
**Subject:** Re: [External]Lynnwood Residential, Pineville - Fire Access

Chris is making his final drawing I am guessing for the board. Our discussion was the upper fire access would be grass Crete and the lower section would just remain gravel. Either one of them would have to meet our fire access road requirements of 20' wide and capable to support 80,000lbs. There are several ways to obtain the support and they typical provide the details on how it is meet.

Sent from my iPhone

Randy D. Frazier  
Assistant Fire Marshal  
2145 Suttle Avenue  
Charlotte, NC. 28205

On Sep 17, 2019, at 09:47, "tmorgan@pinevillenc.gov" <tmorgan@pinevillenc.gov> wrote:

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Thanks! We are looking for a street/access cross section from the applicants as well. Something that details what it is like a street crosssection widths etc. I've heard its some type of base with topsoil removed with grass planted on top? I'm familiar with looking at road but this I'm not as familiar with and want to make sure we have all the info to pass along to the board.

**Travis Morgan AICP**  
Planning Director  
*Town of Pineville*  
PO Box 249  
Pineville, NC 28134  
Phone: 704.889.2202

**From:** Frazier, Randy D. <Randy.Frazier@mecklenburgcountync.gov>  
**Sent:** Tuesday, September 17, 2019 7:43 AM  
**To:** Travis Morgan <tmorgan@pinevillenc.gov>  
**Subject:** Re: [External]Lynnwood Residential, Pineville - Fire Access

Travis,

I thought I had you on the original email to the fire chief advising of this project meeting I had with the civil engineer. Let me know if you need further.

Hey Goob,

Just so you know this project is still active and the concept drawing he brought me yesterday will meet the code for his second access, but I did tell him I wanted you to look it over as well. He was making a few changes that I said I needed to see and some things he needed to do so I will send you a PDF of it once he sends it to me. I will keep Travis updated as well since this is a hot topic with the town....

Sent from my iPad

Randy D. Frazier  
2145 Suttle Ave

Charlotte, NC 28205  
980-314-3073

On Sep 11, 2019, at 3:23 PM, Chris Todd <[Chris.Todd@timmons.com](mailto:Chris.Todd@timmons.com)> wrote:

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Randy,

Thank you for meeting with me this morning to review this project's fire access. We're going to make the couple plan tweaks I suggested and send to you so you can issue the concept plan approval. I appreciate you working with us.

Thanks.

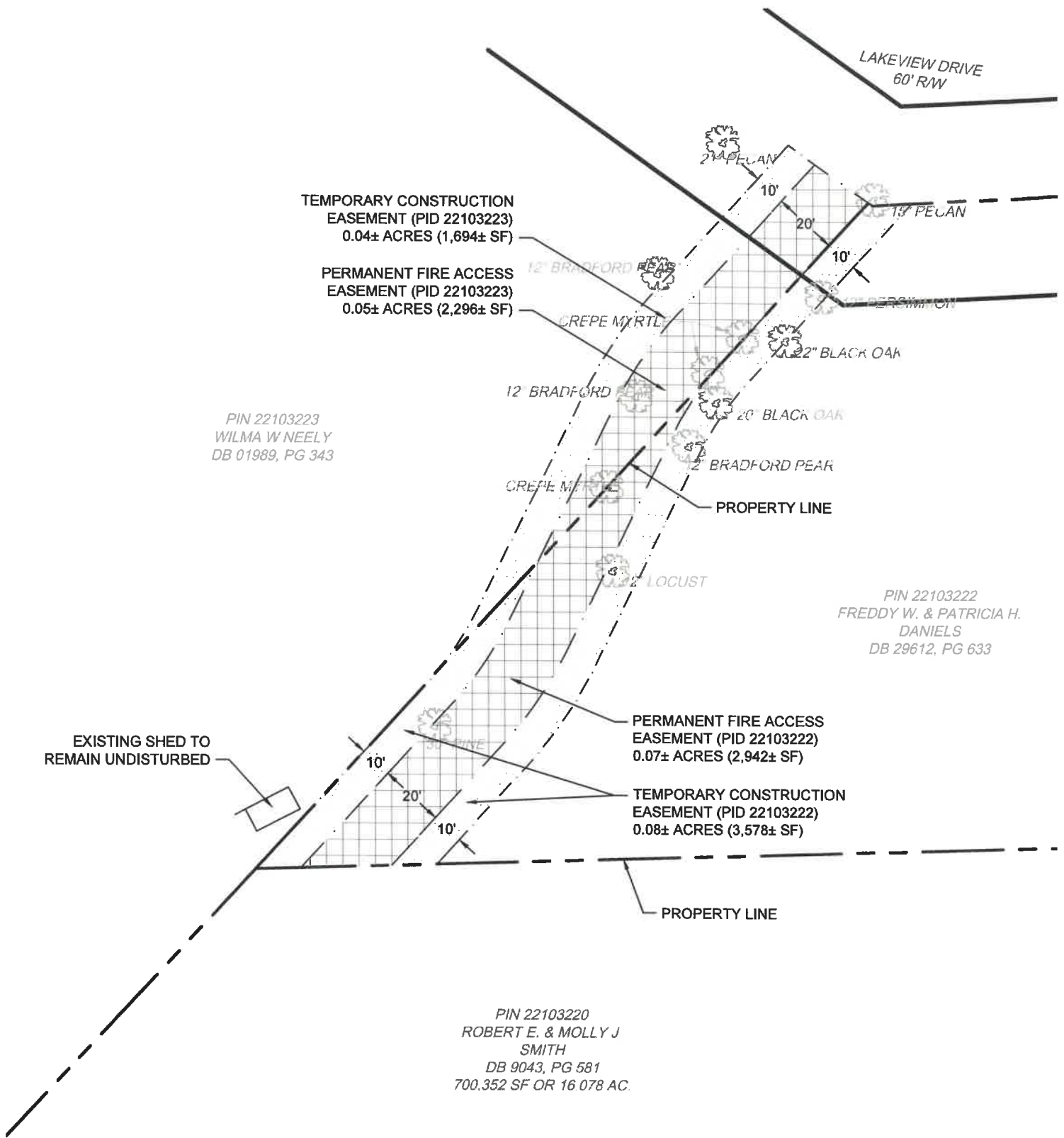
**Chris Todd, PE**  
Senior Project Manager

**TIMMONS GROUP** | [www.timmons.com](http://www.timmons.com)  
610 East Morehead St., Suite 250 Charlotte, NC 28202  
Desk: 980.215.8072 | Mobile: 704.604.1316  
[chris.todd@timmons.com](mailto:chris.todd@timmons.com)  
*Your Vision Achieved Through Ours*









# FIRE ACCESS EASEMENT

August 19, 2019



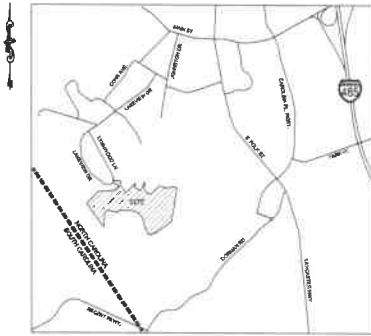
SCALE 1"=40'





# LYNWOOD RESIDENTIAL CONDITIONAL SITE PLAN

PINEVILLE, NORTH CAROLINA



VICINITY MAP  
NOT TO SCALE

Sheet List Table	
Sheet Number	Sheet Title
C-00	COVER
C-100	CONVENTIONAL SITE PLAN OVERALL
C-101	SITE NOTES AND DETAILS
C-102	TRUCK TRAILING MOVEMENTS

**TIMMONS GROUP**

LYNWOOD RESIDENTIAL  
PINEVILLE, NORTH CAROLINA  
COVER

NO. 102  
43542  
REVISED  
C-000

DESIGNED BY  
**K. BRADLEY**

CHECKED BY  
**C. FORD**

DATE  
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DATE  
**8/28/2019**

SCALE  
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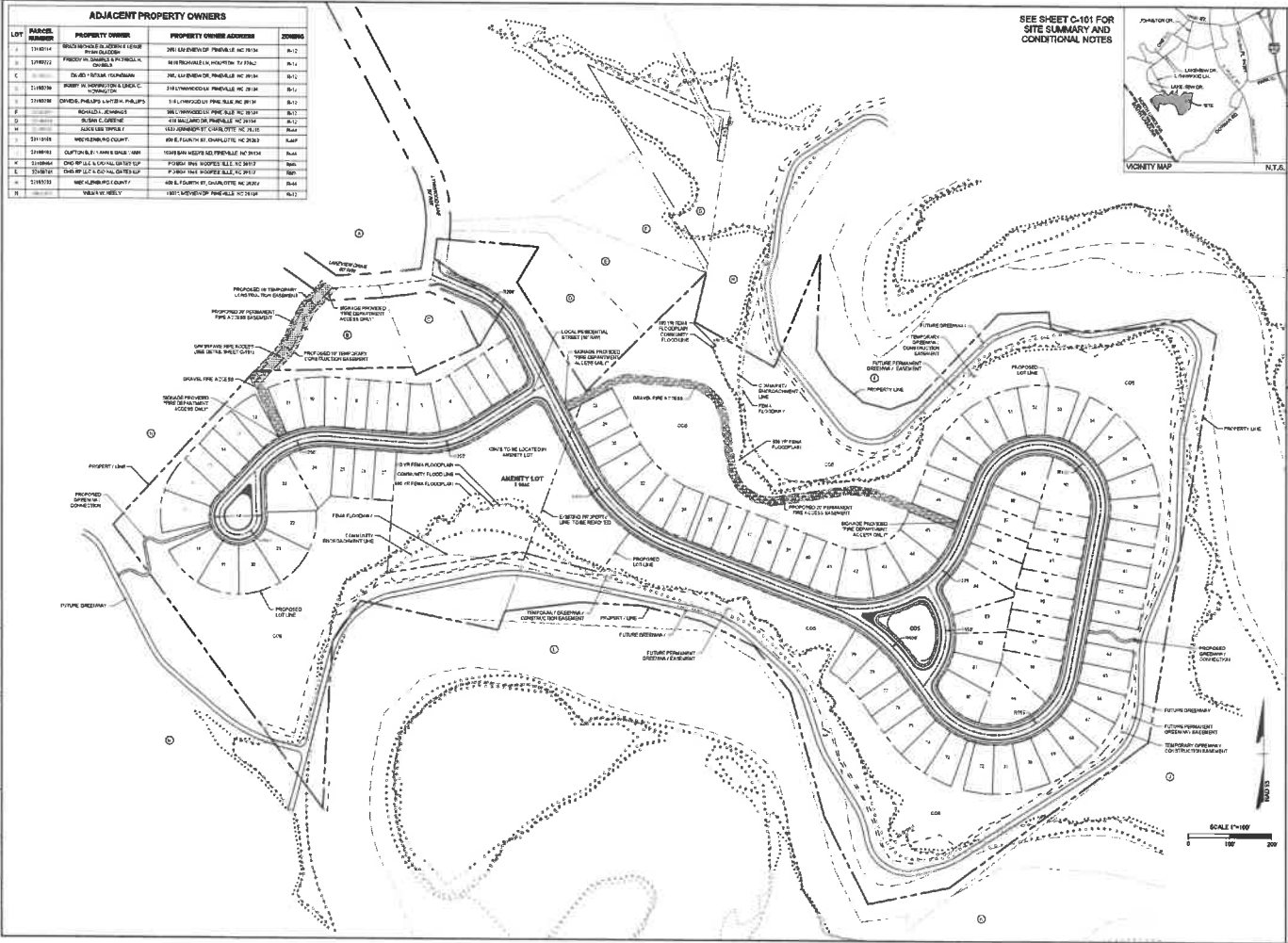
PROJECT NO.  
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PROJECT DESCRIPTION  
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THIS DRAWING PREPARED BY THE ENGINEER FOR THE PROJECT AND IS TO BE USED ONLY FOR THE PROJECT AND NOT FOR ANY OTHER PURPOSE. THE ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.

LOT	PARCEL NUMBER	PROPERTY OWNER	PROPERTY OWNER ADDRESS	ZONING
1	1348114	BRUCE WOODS & SONS INC	206 LYNNWOOD DR, PINEVILLE NC 28134	R-12
2	1348022	FRANCIS W. DUNCAN & SONS INC	316 LYNNWOOD DR, PINEVILLE NC 28134	R-12
3	1348076	DAVID M. HARRIS FOUNDATION	214 LYNNWOOD DR, PINEVILLE NC 28134	R-12
4	1348076	DAVID M. HARRIS FOUNDATION	214 LYNNWOOD DR, PINEVILLE NC 28134	R-12
5	1348076	DAVID M. HARRIS FOUNDATION	214 LYNNWOOD DR, PINEVILLE NC 28134	R-12
6	1348076	DAVID M. HARRIS FOUNDATION	214 LYNNWOOD DR, PINEVILLE NC 28134	R-12
7	1348076	DAVID M. HARRIS FOUNDATION	214 LYNNWOOD DR, PINEVILLE NC 28134	R-12
8	1348076	DAVID M. HARRIS FOUNDATION	214 LYNNWOOD DR, PINEVILLE NC 28134	R-12
9	1348076	DAVID M. HARRIS FOUNDATION	214 LYNNWOOD DR, PINEVILLE NC 28134	R-12
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11	1348076	DAVID M. HARRIS FOUNDATION	214 LYNNWOOD DR, PINEVILLE NC 28134	R-12
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SEE SHEET C-101 FOR SITE SUMMARY AND CONDITIONAL NOTES



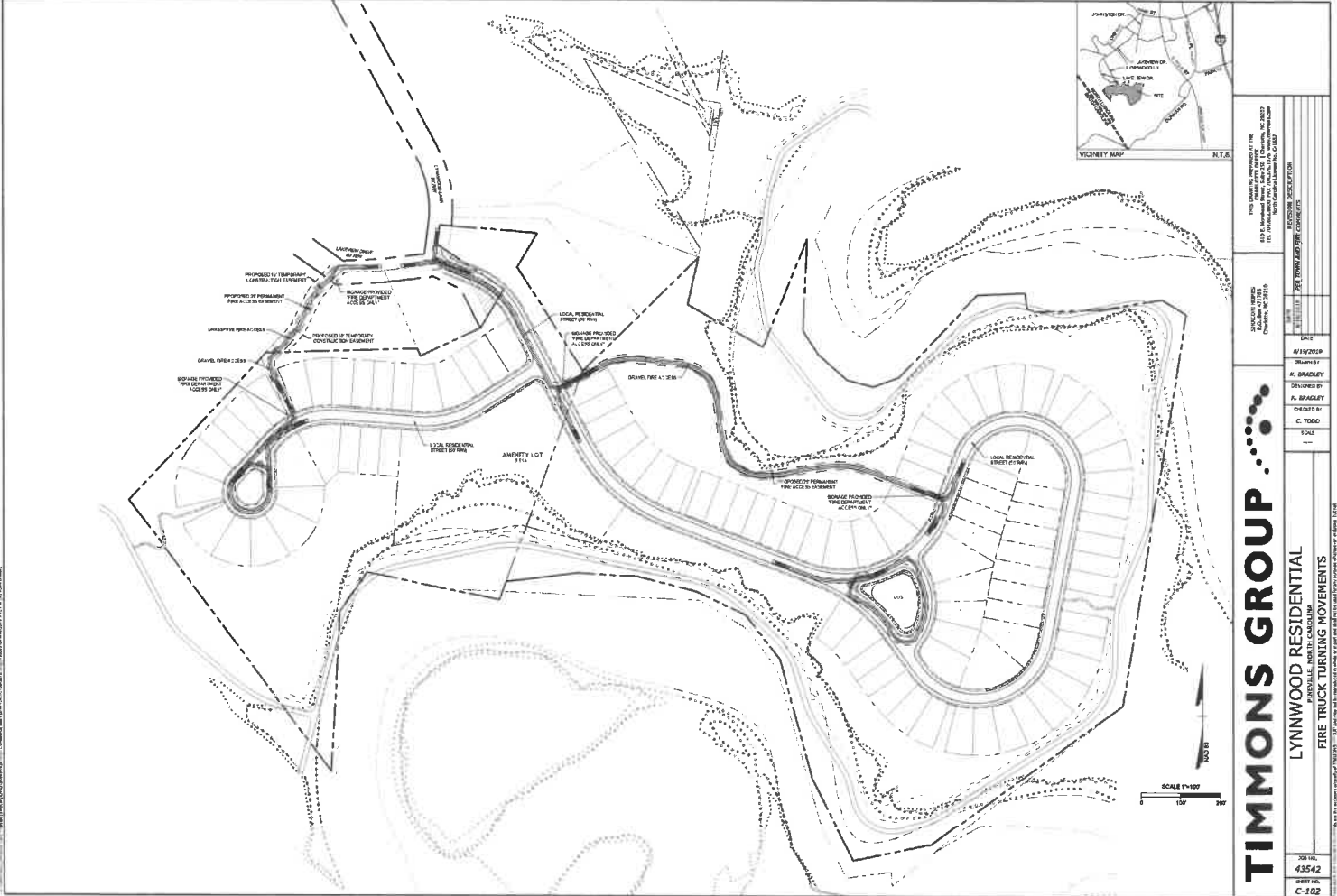
**TIMMONS GROUP**

LYNNWOOD RESIDENTIAL  
PINEVILLE, NORTH CAROLINA  
CONDITIONAL SITE PLAN OVERALL

DATE: 6/21/2019  
DRAWN BY: K. BRADLEY  
CHECKED BY: K. BRADLEY  
DESIGNED BY: C. TOOD  
SCALE: 1"=100'

THIS DOCUMENT IS THE PROPERTY OF TIMMONS GROUP, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF TIMMONS GROUP, INC.





PROJECT INFORMATION	
PROJECT NAME	LYNNWOOD RESIDENTIAL FIRE TRUCK TURNING MOVEMENTS
PROJECT ADDRESS	PROYVILLE, NORTH CAROLINA
PROJECT OWNER	TIMMONS GROUP
PROJECT NUMBER	43542
PROJECT DATE	08/10/2011
PROJECT SCALE	C-102
DESIGNER INFORMATION	
DESIGNED BY	K. BRADLEY
CHECKED BY	C. TROTT
DATE	

**TIMMONS GROUP**  
 LYNNWOOD RESIDENTIAL  
 PROJVILLE, NORTH CAROLINA  
 FIRE TRUCK TURNING MOVEMENTS

306 W. ...  
 43542  
 08/10/2011  
 C-102

**EASEMENT PURCHASE AND SALE AGREEMENT**

**THIS EASEMENT PURCHASE AND SALE AGREEMENT** (the "Agreement"), by and between **FRED and PATRICIA DANIELS** ("Seller"), and **ALHSB, LLC**, a North Carolina limited liability company (together with successors and/or assigns, "**Purchaser**").

**WITNESSETH**

WHEREAS, Purchaser intends to acquire certain real property located in Mecklenburg County, North Carolina, more particularly described on Exhibit A attached hereto and made a part hereof ("**Parcel A**"); and

WHEREAS, Seller is the owner of certain real property located in Mecklenburg County, North Carolina proximate to Parcel A more particularly described on Exhibit B attached hereto and made a part hereof ("**Parcel B**");

WHEREAS, following Purchaser's acquisition of Parcel A, Purchaser intends to subdivide and develop Parcel A into not more than one hundred (100) single family housing lots (the "**Development**");

WHEREAS, in connection with the Development and subject to the terms hereof, Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, a permanent easement for fire/police/medical emergency access over the portion of Parcel B labeled on Exhibit C as the "**Permanent Fire Access Easement**" (such area hereinafter referred to as the "**Permanent Easement Area**"), together with a temporary construction easement over the portion of Parcel B labeled on Exhibit C as the "**Temporary Construction Easement**", **such Temporary Construction Easement being granted for the sole purposes of constructing the Permanent Fire Access Easement only**, (such area hereinafter referred to as the "**Temporary Easement Area**"); together with the Permanent Easement Area, the "**Easement Area**");

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NOW, THEREFORE, in consideration of the mutual covenants and representations herein contained, the parties hereby declare and agree as follows:

1. **RECITALS**. The above recitals are true and correct and are incorporated herein in their entirety.

2. **GRANT OF EASEMENTS**. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described easement (herein collectively called the "**Easement**"):

2.1. **Access Easement**. Upon satisfaction of the Conditions set forth in Section 5 below, Seller shall grant to Purchaser, its successors and assigns, for the benefit of Parcel A, a non-exclusive right, privilege and easement to use the Permanent Easement Area for emergency

fire/police/medical access. Upon closing of the transaction contemplated herein, the easement outlined in this Section 2.1 shall continue in force and run with the land.

2.2. Temporary Construction Easement. Upon satisfaction of the Conditions set forth in Section 5 below, Seller shall grant to Purchaser, its successors and assigns, for the benefit of Parcel A, a non-exclusive right, privilege and easement to use the Temporary Easement Area for the construction of the improvements required within the Easement Area as described herein. Upon closing of the transaction contemplated herein, the easement outlined in this Section 2.2 shall continue in force and run with the land until the completion of such improvements.

3. PURCHASE PRICE. In consideration of the grant of Easements and the exchange of obligations contained herein, Purchaser agrees to pay Seller \_\_\_\_\_, which shall be due and payable at the Closing (as defined in Section 6 herein).

4. DEPOSIT. Upon execution of the Agreement and the successful execution of the similar Agreement with the property owner of 1902 Lakeview Drive, Pineville, NC 28134 (Wilma Neely), Purchaser shall deposit \_\_\_\_\_ earnest money (the "**Deposit**") with Seller. The Deposit shall be non-refundable absent Seller's default.

5. CONDITIONS TO CLOSING.

5.1. Inspection. Purchaser shall have until the date that is thirty (30) days after the Easements are approved by the Pineville Town Council and the Charlotte Mecklenburg Fire Marshall (not to exceed 365 days from the Effective Date) to inspect the Easement Area ("**Review and Inspection Period**"), provided that Purchaser must give Seller advance notice before entering the Easement Area to conduct such inspections. Seller shall allow Purchaser access to the Easement Area for the purposes of conducting reasonable inspections as Purchaser may require to obtain permits, provided that Purchaser shall not materially interfere with Seller's use and enjoyment of Parcel B while conducting such inspections. During the Review and Inspection Period, Purchaser may terminate this Agreement for any reason. Also during the Review and Inspection Period, Purchaser shall obtain survey and legal description of the Easement Area which shall be used in the recorded EA (hereinafter defined). Purchaser shall be liable for all costs and expenses, and/or damage or injury to any person or property resulting from any inspection of the Easement Area, whether occasioned by the acts of Purchaser or any of its employees, agents or representatives, and Purchaser shall indemnify and hold harmless Seller from any liability, claims or expenses (including, without limitation, mechanic's liens and/or reasonable attorneys' fees) resulting therefrom, unless caused by the gross negligence or willful acts of Seller. Seller agrees not to advertise the said property during the Review and Inspection Period.

5.2. Permits. Purchaser will obtain all permits and approvals necessary to complete Purchaser's work at Purchaser's sole cost and expense. Seller shall at all times act in good faith and in accordance with reasonable commercial standards, and agrees to cooperate

with Purchaser, at no out of pocket cost to Seller, in Purchaser's pursuit of applicable permits including, without limitation, executing applications and other instruments necessary to obtain such permits, provided that Purchaser shall indemnify, defend, and hold harmless Seller against any and all costs or claims associated with such applications. The obligations of Purchaser set forth in this Section 5.2 shall survive Closing.

5.3. Easement Agreement. Seller and Purchaser have agreed upon the locations of the Easement Areas as shown on Exhibit C. Seller and Purchaser shall endeavor in the Review and Inspection Period to agree upon the form of the easement agreement (the "EA") in order to memorialize Purchaser's right to the Easements. The parties shall execute the EA at Closing.

5.4. Parcel A Acquisition. Notwithstanding the foregoing, Purchaser will have no obligation to close on the acquisition of the EA as contemplated by this Agreement if Purchaser does not acquire Parcel A (the "**Parcel A Acquisition**"), which closings are intended to occur simultaneously. In the event the Parcel A Acquisition closes and the EA acquisition does not close concurrently with, prior to, or within thirty (30) days of such closing, Seller may terminate this Agreement and shall retain the Deposit.

5.5. Additional Easement Provisions. The EA will reflect the additional terms reflected on Exhibit D hereof.

5.6. Termination. If this Agreement is terminated pursuant to Section 5.1, neither party shall have any further obligations under this Agreement except with respect to the obligations which are made expressly to survive termination of the Agreement, including Section 8.2.

## 6. CLOSING OF AGREEMENT.

6.1. Closing Date. Closing (the "**Closing**") shall occur not later than thirty (30) days following the closing of the Parcel A Acquisition (the "**Outside Closing Date**"). In the event that Closing has not occurred on or prior to the Outside Closing Date, Seller may terminate this Agreement and shall retain the Deposit, unless otherwise provided herein. Purchaser and Seller shall finalize and deliver all Closing documents to the title company handling the Parcel A Acquisition (the "**Title Company**") by no later than 5:00 p.m. Eastern Time on the last business day prior to the Closing Date.

6.2. Closing Costs. At Closing, costs shall be allocated as follows:

(a) Seller shall pay for:

(i) Seller's attorney's fees in excess of \$1,250

(b) Purchaser shall pay for:

- (i) Seller's attorney's fees up to \$1,250
- (ii) Purchaser's attorney's fees (including fees related to the preparation of the EA);
- (iii) EA recording fees; and
- (iv) All documentary stamp tax or other transfer taxes in connection with the EA.

6.3. Seller's Obligations at Closing. At Closing, Seller shall deliver to Purchaser each of the following documents:

- (a) EA. EA executed by Seller for the creation of the easements across Parcel B for the benefit of Parcel A, as contemplated hereby;
- (b) Foreign Person. If required by the Title Company an affidavit of Seller certifying that Seller is not a "foreign person," as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.
- (c) Closing Statement. An executed closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

6.4. Purchaser's Obligations at the Closing. At Closing, Purchaser shall deliver to Seller the following:

- (a) Purchase Price. The Purchaser Price (net of the Deposit) by wire transfer or other immediately available funds;
- (b) EA. EA executed by Purchaser for the creation of the easements across Parcel B for the benefit of Parcel A, as contemplated hereby;
- (c) Evidence of Authority. Copies of such documents and resolutions as may be required by and acceptable to the Title Company evidencing the authority of the person signing the EA and other documents to be executed by Purchaser at Closing and the power of authority of Purchaser to convey the rights contained in the EA in accordance with this Agreement.
- (d) Closing Statement. An executed closing statement setting forth the allocation of closing costs, purchase proceeds, etc.
- (e) Other Documentation. Such other documents as may be reasonable and necessary in the option of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.



6.5. EA Recording Conditions. Notwithstanding any provision contained herein to the contrary, in no event will the EA be recorded prior to the completion of the following: (i) the closing of the Parcel A Acquisition, and (ii) Closing as contemplated by this Agreement (the "**EA Recording Conditions**"). Upon satisfaction of the EA Recording Conditions, the EA will be released from escrow and recorded.

7. DEFAULT; REMEDIES.

7.1. Breach by Seller. If Seller breaches this Agreement, Purchaser may, as Purchaser's sole and exclusive remedies hereunder: (a) terminate this Agreement and thereupon Purchaser shall be entitled to the immediate return of the Deposit, together with all interest accrued thereon, or (b) pursue a suit for specific performance to enforce the terms of this Agreement and purchase the easement herein with respect to Parcel B; provided, however, if a suit for specific performance is not possible or is impractical to remedy Seller's breach, then Purchaser may recover from the Seller ~~reasonable expenses paid or incurred by Purchaser in connection with this Agreement not to exceed \$5,000~~ the Deposit. In no event shall Seller be liable to Purchaser for any punitive, speculative, or consequential damages. Notwithstanding the foregoing, in the event Purchaser pursues a suit for specific performance, in no event shall Seller be required to remove liens against the Property stemming from actions not specifically related to Seller's use of the Property.

DS  
BM

7.2. Breach by Purchaser. If Purchaser breaches this Agreement, Seller may, as Seller's sole remedy and relief hereunder, terminate this Agreement and thereupon be entitled to receive the Deposit, together with all interest accrued thereon, if any, as liquidated damages (and not as a penalty), provided that such limitation on remedies shall not apply to any indemnification by Seller under Section 5.6 of this Agreement. Seller and Purchaser agree that they have made the above provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach.

7.3. Return/Delivery of Deposit. If the Deposit is retained by Seller as provided in Section 7.2 above, then the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for the obligations that are made expressly to survive termination of this Agreement.

8. MISCELLANEOUS.

8.1. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, or demand from one party to the other (collectively "**Notice**"), such Notice must be in writing to be effective and shall be deemed given on the date of actual receipt of such Notice by the addressee, or on the date the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified. The following shall, without limitation, constitute prima facie evidence of actual receipt of Notice by the addressee: (a) if mailed, by a United States certified mail return receipt, signed by the addressee or the addressee's agent; (b) if hand-delivered, by a delivery receipt, signed by the addressee or the addressee's agent; or (c) if via nationally recognized overnight carrier (e.g., UPS, Federal Express), by a delivery receipt, signed by the addressee or the addressee's agent.

For purposes of this Section 8.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Seller: Fred and Patricia Daniels  
1618 Richvale Lane  
Houston, TX. 77062

With a copy: \_\_\_\_\_, Esq.  
\_\_\_\_\_  
\_\_\_\_\_

If to Purchaser: ALHSB, LLC  
c/o Arbor Land Holdings, LLC  
4119-I Rose Lake Drive  
Charlotte, North Carolina 28217  
Attention: Brian J. Macuga, Sr.

With a copy to: Katten Muchin Rosenman LLP  
550 S. Tryon Street, Suite 2900  
Charlotte, North Carolina 28202  
Attention: Daniel S. Huffenus, Esq.

8.2. Real Estate Commissions. Seller and Purchaser represent and warrant to each other that neither has contacted or enlisted the services of any real estate broker, finder or similar person in connection with the transaction contemplated hereby. The parties each hereby agree to indemnify and hold harmless the other from and against any and all claims for brokerage fees or similar charges with respect to this transaction arising by, through or under the indemnifying party and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section 8.2. This indemnification agreement of the parties shall survive the Closing.

8.3. Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

8.4. Headings: Amendment. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

8.5. Time of Essence. Time is of the essence of this Agreement; however, if the final day of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of North

Carolina, then, in such event, the date on which such period expires shall be extended to the next day which is not a Saturday, Sunday, or legal holiday.

8.6. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina and the laws of the United States pertaining to transactions in such State. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

8.7. Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

8.8. Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

8.9. Multiple Counterparts. This Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

8.10. Date of this Agreement. As used in this Agreement, the terms "date of this Agreement," "Effective Date," or "date hereof" shall mean and refer to the date on which Seller executes this Agreement (with Purchaser to execute the Agreement first).

8.11. Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

- (a) Exhibit A – Parcel A
- (b) Exhibit B – Parcel B
- (c) Exhibit C – Easement Area Depiction
- (d) Exhibit D – Additional Easement Provisions

8.12. Authority. Each party hereto represents and warrants to the other than the execution of this Agreement and any other documents required or necessary to be executed



pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

8.13. Recordation; Publicity. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of the Seller and the Purchaser. In addition, from and after the Effective Date of this Agreement, whether this Agreement is closed or terminated, neither Purchaser nor Seller shall make or permit to be made any public announcements or press releases concerning the existence of this Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein, without the prior written consent of Seller and Purchaser.

8.14. Confidentiality. The terms of this Agreement shall remain confidential, except to the extent disclosure is required by the Federal Reserve or other governmental authorities or required in order to close the transactions contemplated in this Agreement. From and after the date of this Agreement, except with the prior written consent of the other party, neither Purchaser nor Seller shall prior to Closing make or permit to be made any public announcements or press releases concerning the Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein. After the Closing, the parties will agree on the information contained in any press releases or announcement as to the Closing of the transaction contemplated by this Agreement. This provision shall survive the Closing of this Agreement.

8.15. Attorney Consultation. Purchaser acknowledges and agrees that it has either (a) executed and delivered this Agreement only after review by, and consultation with, an attorney selected by Purchaser, in order to allow Purchaser to be advised of the meaning and appropriateness of any of the terms of this Agreement, or (b) waived the right for such review and consultation, as Purchaser has determined that the terms of this Agreement are appropriate or that review by an attorney is not necessary for Purchaser to proceed in accordance herewith. Did you mean this provision to say Seller or Purchaser? Should say "Seller"

DS  
BM

8.16. Additional Right. If Purchaser has not entered into a corresponding purchase and sale agreement with Fred and Patricia Daniels within five (5) business days after this Agreement is executed, Purchaser shall have the right to declare this Agreement null and void.

8.17. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth beside their respective signatures.

**SELLER:**

By: F. W. Daniels  
Name: Fred Daniels  
Date: 9-11-19

By: Patricia H. Daniels  
Name: Patricia Daniels  
Date: 9-11-2019

**PURCHASER:**

ALHSB, LLC, a North Carolina limited liability company

By: \_\_\_\_\_  
Name: Brian J. Macuga  
Title: Managing Member  
Date: 9/10/2019 | 10:04:27 AM EDT

DocuSigned by:  
Brian Macuga  
427234CFEAAE441.



**EXHIBIT A**

**DESCRIPTION OF PARCEL A**

[Parcel Number 221-03-220 (Smith) and Parcel Number 221-09-102 (Miller)]

Handwritten signature or initials in the bottom right corner of the page.

**EXHIBIT B**

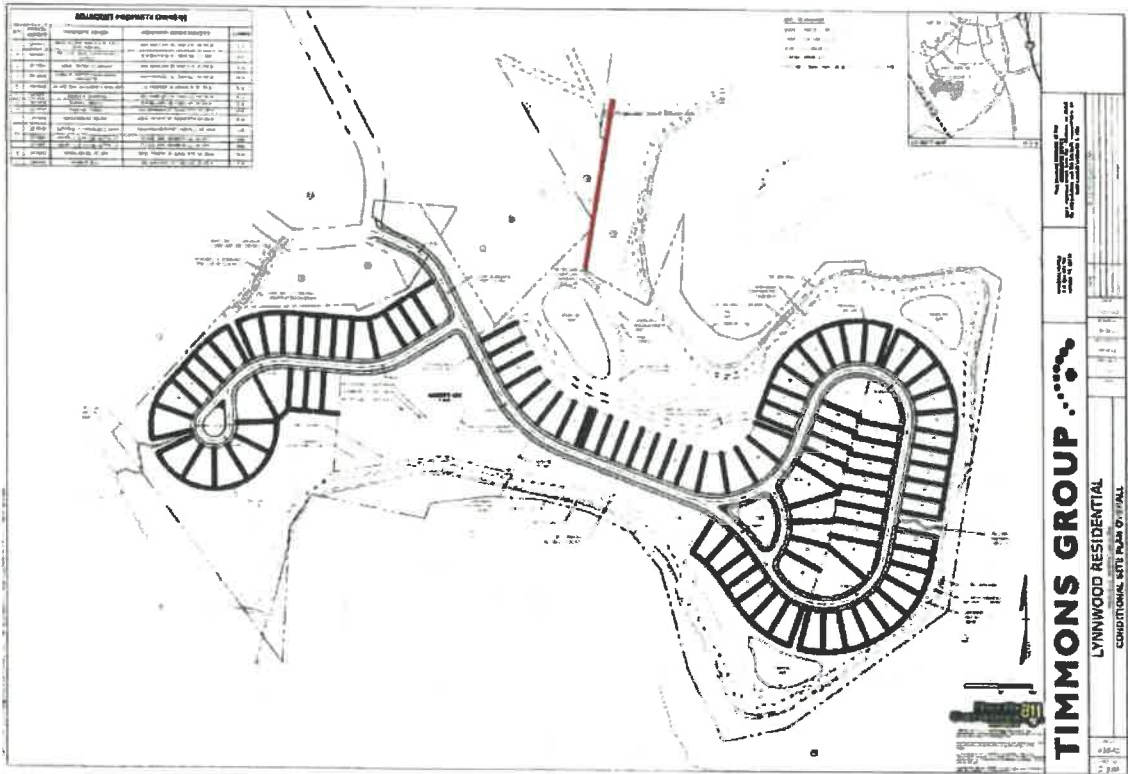
**DESCRIPTION OF PARCEL B**

[Parcel Number 221-03-222 (Daniels)]



# EXHIBIT C

## DEPICTION OF EASEMENT AREAS





**EXHIBIT C (Continued)**

**DEPICTION OF EASEMENT AREAS**

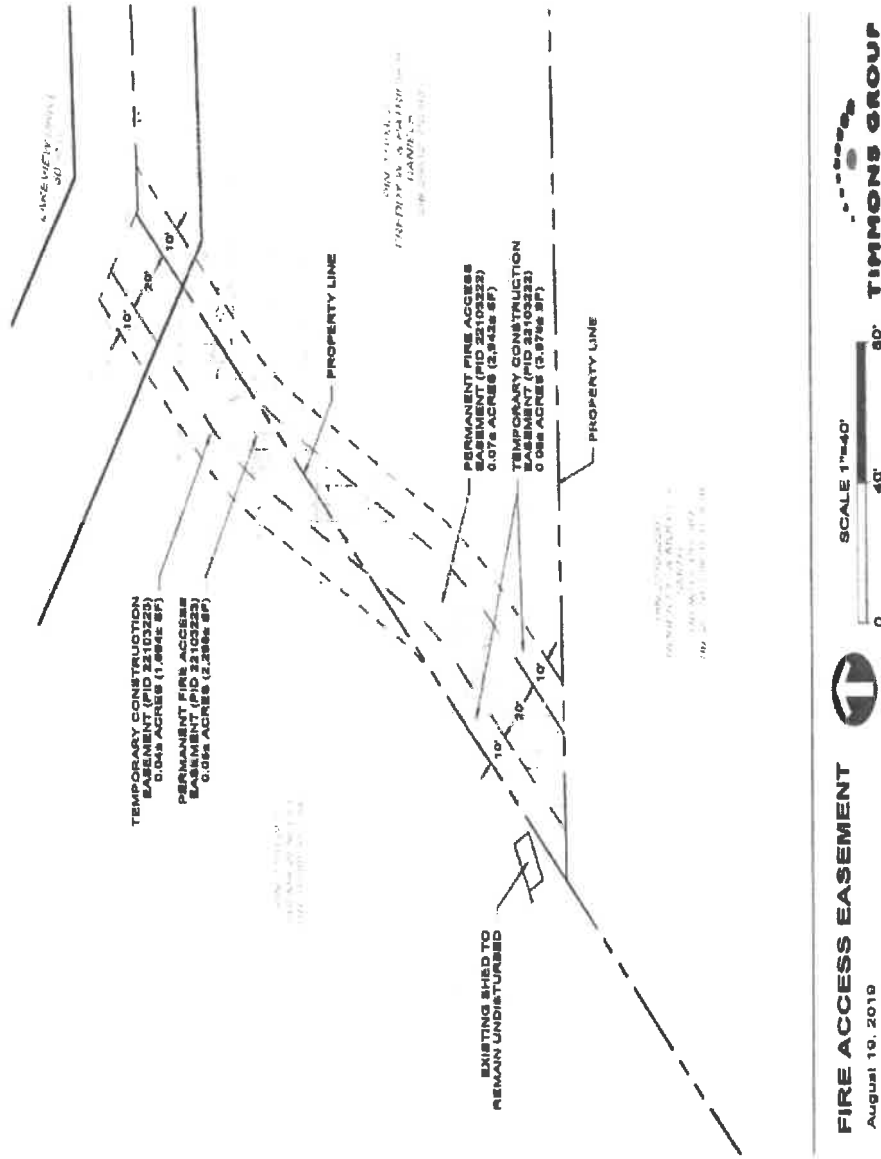


EXHIBIT D

ADDITIONAL EASEMENT PROVISIONS

1. **Construction.** The proposed easement construction shall consist of a permeable substrate together with grass planted over the easement area to conceal the appearance of the access easement, final design subject to approval by the Town of Pineville **and Seller**. All trees located within the permanent easement will be removed in addition to the large pine tree in the right rear corner of the property, as identified by Seller.

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2. **Buffer.** Purchaser's future development shall observe a fifteen (15) foot buffer from the rear property line of Parcel A.

3. **Remediation.** Purchaser shall relocate or replace any Crepe Myrtle trees within the easement area. Purchaser shall further plant decorative screening on and along the easement area. Purchaser shall use commercially reasonable efforts **and shall hire a certified arborist to oversee the protection and treatment of** ~~to protect~~ the existing 15" Pecan, 12" Persimmon, 22" Black Oak, 20" Black Oak, 12" Bradford Pear and the 12" Locust trees in the Easement Area. **In addition, the Purchaser shall abide by the recommendations of the certified arborist in the placement of the Temporary Construction Easement, fencing, and other measure necessary to maximize the protection of the above referenced trees. This Agreement shall become null and void in the event any of the trees listed above are damaged or destroyed due to the negligence or failure to protect the trees by the Purchaser or its agents.**

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4. **Easement Location.** The proposed location of the easement is as depicted in Exhibit C. Seller and Purchaser agree and acknowledge that the exact location is subject to alteration based on development needs and government approvals. The final easement location **shall be approved by the Seller** ~~is subject to the approval of Seller~~, but shall be as close to property line as possible.

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5. **Use of Easement.** The proposed access easement shall be limited to use for emergency access only. No permanent public roadway **or utilities** shall ever be constructed by Purchaser upon the easement. Use may be encumbered by a gate at the rear of the easement, subject to the approval of the Town of Pineville and the Fire Marshall.

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6. **Maintenance of the Easement.** Long term maintenance **and repairs** of the easement, except for regular lawn mowing, will be the sole responsibility of the future HOA created to serve the new development on Parcel A.

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**EASEMENT PURCHASE AND SALE AGREEMENT**

**THIS EASEMENT PURCHASE AND SALE AGREEMENT** (the “**Agreement**”), by and between **WILMA W. NEELY** (“**Seller**”), and **ALHSB, LLC**, a North Carolina limited liability company (together with successors and/or assigns, “**Purchaser**”).

**WITNESSETH**

WHEREAS, Purchaser intends to acquire certain real property located in Mecklenburg County, North Carolina, more particularly described on Exhibit A attached hereto and made a part hereof (“**Parcel A**”); and

WHEREAS, Seller is the owner of certain real property located in Mecklenburg County, North Carolina proximate to Parcel A more particularly described on Exhibit B attached hereto and made a part hereof (“**Parcel B**”);

WHEREAS, following Purchaser’s acquisition of Parcel A, Purchaser intends to subdivide and develop Parcel A into not more than one hundred (100) single family housing lots (the “**Development**”);

WHEREAS, in connection with the Development and subject to the terms hereof, Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, a permanent easement for fire/police/medical emergency access over the portion of Parcel B labeled on Exhibit C as the “**Permanent Fire Access Easement**” (such area hereinafter referred to as the “**Permanent Easement Area**”), together with a temporary construction easement over the portion of Parcel B labeled on Exhibit C as the “**Temporary Construction Easement**” (such area hereinafter referred to as the “**Temporary Easement Area**”; together with the Permanent Easement Area, the “**Easement Area**”);

NOW, THEREFORE, in consideration of the mutual covenants and representations herein contained, the parties hereby declare and agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein in their entirety.

2. **GRANT OF EASEMENTS.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described easement (herein collectively called the “**Easement**”):

2.1. **Access Easement.** Upon satisfaction of the Conditions set forth in Section 5 below, Seller shall grant to Purchaser, its successors and assigns, for the benefit of Parcel A, a non-exclusive right, privilege and easement to use the Permanent Easement Area for emergency

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fire/police/medical access. Upon closing of the transaction contemplated herein, the easement outlined in this Section 2.1 shall continue in force and run with the land.

2.2. Temporary Construction Easement. Upon satisfaction of the Conditions set forth in Section 5 below, Seller shall grant to Purchaser, its successors and assigns, for the benefit of Parcel A, a non-exclusive right, privilege and easement to use the Temporary Easement Area for the construction of the improvements required within the Easement Area as described herein. Upon closing of the transaction contemplated herein, the easement outlined in this Section 2.2 shall continue in force and run with the land until the completion of such improvements.

3. PURCHASE PRICE. In consideration of the grant of Easements and the exchange of obligations contained herein, Purchaser agrees to pay Seller \_\_\_\_\_, which shall be due and payable at the Closing (as defined in Section 6 herein).

4. DEPOSIT. Upon execution of the Agreement and the successful execution of the similar Agreement with the property owners of 1908 Lakeview Drive, Pineville, NC 28134 (Fred & Patricia Daniels), Purchaser shall deposit in earnest money (the "Deposit") with Seller. The Deposit shall be non-refundable absent Seller's default.

5. CONDITIONS TO CLOSING.

5.1. Inspection. Purchaser shall have until the date that is thirty (30) days after the Easements are approved by the Pineville Town Council and the Charlotte Mecklenburg Fire Marshall (not to exceed 365 days from the Effective Date) to inspect the Easement Area ("Review and Inspection Period"), provided that Purchaser must give Seller advance notice before entering the Easement Area to conduct such inspections. Seller shall allow Purchaser access to the Easement Area for the purposes of conducting reasonable inspections as Purchaser may require to obtain permits, provided that Purchaser shall not materially interfere with Seller's use and enjoyment of Parcel B while conducting such inspections. During the Review and Inspection Period, Purchaser may terminate this Agreement for any reason. Also during the Review and Inspection Period, Purchaser shall obtain survey and legal description of the Easement Area which shall be used in the recorded EA (hereinafter defined). Purchaser shall be liable for all costs and expenses, and/or damage or injury to any person or property resulting from any inspection of the Easement Area, whether occasioned by the acts of Purchaser or any of its employees, agents or representatives, and Purchaser shall indemnify and hold harmless Seller from any liability, claims or expenses (including, without limitation, mechanic's liens and/or reasonable attorneys' fees) resulting therefrom, unless caused by the gross negligence or willful acts of Seller. Seller agrees not to advertise the said property during the Review and Inspection Period.

5.2. Permits. Purchaser will obtain all permits and approvals necessary to complete Purchaser's work at Purchaser's sole cost and expense. Seller shall at all times act in good faith and in accordance with reasonable commercial standards, and agrees to cooperate with Purchaser, at no out of pocket cost to Seller, in Purchaser's pursuit of applicable permits including, without limitation, executing applications and other instruments necessary to obtain such permits,

provided that Purchaser shall indemnify, defend, and hold harmless Seller against any and all costs or claims associated with such applications. The obligations of Purchaser set forth in this Section 5.2 shall survive Closing.

5.3. Easement Agreement. Seller and Purchaser have agreed upon the locations of the Easement Areas as shown on Exhibit C. Seller and Purchaser shall endeavor in the Review and Inspection Period to agree upon the form of the easement agreement (the "EA") in order to memorialize Purchaser's right to the Easements. The parties shall execute the EA at Closing.

5.4. Parcel A Acquisition. Notwithstanding the foregoing, Purchaser will have no obligation to close on the acquisition of the EA as contemplated by this Agreement if Purchaser does not acquire Parcel A (the "**Parcel A Acquisition**"), which closings are intended to occur simultaneously. In the event the Parcel A Acquisition closes and the EA acquisition does not close concurrently with, prior to, or within thirty (30) days of such closing, Seller may terminate this Agreement and shall retain the Deposit.

5.5. Additional Easement Provisions. The EA will reflect the additional terms reflected on Exhibit D hereof.

5.6. Termination. If this Agreement is terminated pursuant to Section 5.1, neither party shall have any further obligations under this Agreement except with respect to the obligations which are made expressly to survive termination of the Agreement, including Section 8.2.

## 6. CLOSING OF AGREEMENT.

6.1. Closing Date. Closing (the "**Closing**") shall occur not later than thirty (30) days following the closing of the Parcel A Acquisition (the "**Outside Closing Date**"). In the event that Closing has not occurred on or prior to the Outside Closing Date, Seller may terminate this Agreement and shall retain the Deposit, unless otherwise provided herein. Purchaser and Seller shall finalize and deliver all Closing documents to the title company handling the Parcel A Acquisition (the "**Title Company**") by no later than 5:00 p.m. Eastern Time on the last business day prior to the Closing Date.

6.2. Closing Costs. At Closing, costs shall be allocated as follows:

(a) Seller shall pay for:

(i) Seller's attorney's fees in excess of \$1,250

(b) Purchaser shall pay for:

(i) Seller's attorney's fees up to \$1,250

- (ii) Purchaser's attorney's fees (including fees related to the preparation of the EA);
- (iii) EA recording fees; and
- (iv) All documentary stamp tax or other transfer taxes in connection with the EA.

6.3. Seller's Obligations at Closing. At Closing, Seller shall deliver to Purchaser each of the following documents:

- (a) EA. EA executed by Seller for the creation of the easements across Parcel B for the benefit of Parcel A, as contemplated hereby;
- (b) Foreign Person. If required by the Title Company an affidavit of Seller certifying that Seller is not a "foreign person," as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.
- (c) Closing Statement. An executed closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

6.4. Purchaser's Obligations at the Closing. At Closing, Purchaser shall deliver to Seller the following:

- (a) Purchase Price. The Purchaser Price (net of the Deposit) by wire transfer or other immediately available funds;
- (b) EA. EA executed by Purchaser for the creation of the easements across Parcel B for the benefit of Parcel A, as contemplated hereby;
- (c) Evidence of Authority. Copies of such documents and resolutions as may be required by and acceptable to the Title Company evidencing the authority of the person signing the EA and other documents to be executed by Purchaser at Closing and the power of authority of Purchaser to convey the rights contained in the EA in accordance with this Agreement.
- (d) Closing Statement. An executed closing statement setting forth the allocation of closing costs, purchase proceeds, etc.
- (e) Other Documentation. Such other documents as may be reasonable and necessary in the option of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

6.5. EA Recording Conditions. Notwithstanding any provision contained herein to the contrary, in no event will the EA be recorded prior to the completion of the following: (i) the closing of the Parcel A Acquisition, and (ii) Closing as contemplated by this Agreement (the

“EA Recording Conditions”). Upon satisfaction of the EA Recording Conditions, the EA will be released from escrow and recorded.

7. DEFAULT; REMEDIES.

7.1. Breach by Seller. If Seller breaches this Agreement, Purchaser may, as Purchaser’s sole and exclusive remedies hereunder: (a) terminate this Agreement and thereupon Purchaser shall be entitled to the immediate return of the Deposit, together with all interest accrued thereon, or (b) pursue a suit for specific performance to enforce the terms of this Agreement and purchase the easement herein with respect to Parcel B; provided, however, if a suit for specific performance is not possible or is impractical to remedy Seller’s breach, then Purchaser may recover from the Seller reasonable expenses paid or incurred by Purchaser in connection with this Agreement not to exceed \$5,000. In no event shall Seller be liable to Purchaser for any punitive, speculative, or consequential damages. Notwithstanding the foregoing, in the event Purchaser pursues a suit for specific performance, in no event shall Seller be required to remove liens against the Property stemming from actions not specifically related to Seller’s use of the Property.

7.2. Breach by Purchaser. If Purchaser breaches this Agreement, Seller may, as Seller’s sole remedy and relief hereunder, terminate this Agreement and thereupon be entitled to receive the Deposit, together with all interest accrued thereon, if any, as liquidated damages (and not as a penalty), provided that such limitation on remedies shall not apply to any indemnification by Seller under Section 5.6 of this Agreement. Seller and Purchaser agree that they have made the above provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach.

7.3. Return/Delivery of Deposit. If the Deposit is retained by Seller as provided in Section 7.2 above, then the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for the obligations that are made expressly to survive termination of this Agreement.

8. MISCELLANEOUS.

8.1. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, or demand from one party to the other (collectively “Notice”), such Notice must be in writing to be effective and shall be deemed given on the date of actual receipt of such Notice by the addressee, or on the date the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified. The following shall, without limitation, constitute prima facia evidence of actual receipt of Notice by the addressee: (a) if mailed, by a United States certified mail return receipt, signed by the addressee or the addressee’s agent; (b) if hand-delivered, by a delivery receipt, signed by the addressee or the addressee’s agent; or (c) if via nationally recognized overnight carrier (e.g., UPS, Federal Express), by a delivery receipt, signed by the addressee or the addressee’s agent. For purposes of this Section 8.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Seller: Wilma W. Neely  
1902 Lakeview Drive  
Pineville, North Carolina 28134

With a copy: \_\_\_\_\_, Esq.  
\_\_\_\_\_  
\_\_\_\_\_

If to Purchaser: ALHSB, LLC  
c/o Arbor Land Holdings, LLC  
4119-I Rose Lake Drive  
Charlotte, North Carolina 28217  
Attention: Brian J. Macuga, Sr.

With a copy to: Katten Muchin Rosenman LLP  
550 S. Tryon Street, Suite 2900  
Charlotte, North Carolina 28202  
Attention: Daniel S. Huffenus, Esq.

8.2. Real Estate Commissions. Seller and Purchaser represent and warrant to each other that neither has contacted or enlisted the services of any real estate broker, finder or similar person in connection with the transaction contemplated hereby. The parties each hereby agree to indemnify and hold harmless the other from and against any and all claims for brokerage fees or similar charges with respect to this transaction arising by, through or under the indemnifying party and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section 8.2. This indemnification agreement of the parties shall survive the Closing.

8.3. Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

8.4. Headings; Amendment. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

8.5. Time of Essence. Time is of the essence of this Agreement; however, if the final day of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of North Carolina, then, in such event, the date on which such period expires shall be extended to the next day which is not a Saturday, Sunday, or legal holiday.



8.6. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina and the laws of the United States pertaining to transactions in such State. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

8.7. Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

8.8. Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

8.9. Multiple Counterparts. This Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

8.10. Date of this Agreement. As used in this Agreement, the terms "date of this Agreement," "Effective Date," or "date hereof" shall mean and refer to the date on which Seller executes this Agreement (with Purchaser to execute the Agreement first).

8.11. Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

- (a) Exhibit A – Parcel A
- (b) Exhibit B – Parcel B
- (c) Exhibit C – Easement Area Depiction
- (d) Exhibit D – Additional Easement Provisions

8.12. Authority. Each party hereto represents and warrants to the other that the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

8.13. Recordation: Publicity. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of the Seller and the Purchaser. In addition, from and after the Effective Date of this Agreement, whether this Agreement is closed or terminated, neither Purchaser nor Seller shall make or permit to be made any public announcements or press releases concerning the existence of this Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein, without the prior written consent of Seller and Purchaser.

8.14. Confidentiality. The terms of this Agreement shall remain confidential, except to the extent disclosure is required by the Federal Reserve or other governmental authorities or required in order to close the transactions contemplated in this Agreement. From and after the date of this Agreement, except with the prior written consent of the other party, neither Purchaser nor Seller shall prior to Closing make or permit to be made any public announcements or press releases concerning the Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein. After the Closing, the parties will agree on the information contained in any press releases or announcement as to the Closing of the transaction contemplated by this Agreement. This provision shall survive the Closing of this Agreement.

8.15. Attorney Consultation. Purchaser acknowledges and agrees that it has either (a) executed and delivered this Agreement only after review by, and consultation with, an attorney selected by Purchaser, in order to allow Purchaser to be advised of the meaning and appropriateness of any of the terms of this Agreement, or (b) waived the right for such review and consultation, as Purchaser has determined that the terms of this Agreement are appropriate or that review by an attorney is not necessary for Purchaser to proceed in accordance herewith.

8.16. Additional Right. If Purchaser has not entered into a corresponding purchase and sale agreement with Fred and Patricia Daniels within five (5) business days after this Agreement is executed, Purchaser shall have the right to declare this Agreement null and void.

8.17. Waiver of Jury Trial. **EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth beside their respective signatures.

**SELLER:**

By: \_\_\_\_\_  
Name: Wilma W. Neely  
Date: 8/23/2019 | 1:58:51 PM EDT

DocuSigned by:  
*Wilma Neely*  
43D18BD0A11F42

**PURCHASER:**

ALHSB, LLC, a North Carolina limited liability company

By: \_\_\_\_\_  
Name: Brian J. Macuga  
Title: Managing Member  
Date: 8/22/2019 | 10:17:17 PM EDT

DocuSigned by:  
*Brian Macuga*  
427234CFEAAE441

**EXHIBIT A**

**DESCRIPTION OF PARCEL A**

[Parcel Number 221-03-220 (Smith) and Parcel Number 221-09-102 (Miller)]

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**EXHIBIT B**

**DESCRIPTION OF PARCEL B**

[Parcel Number 221-03-223 (Neely)]

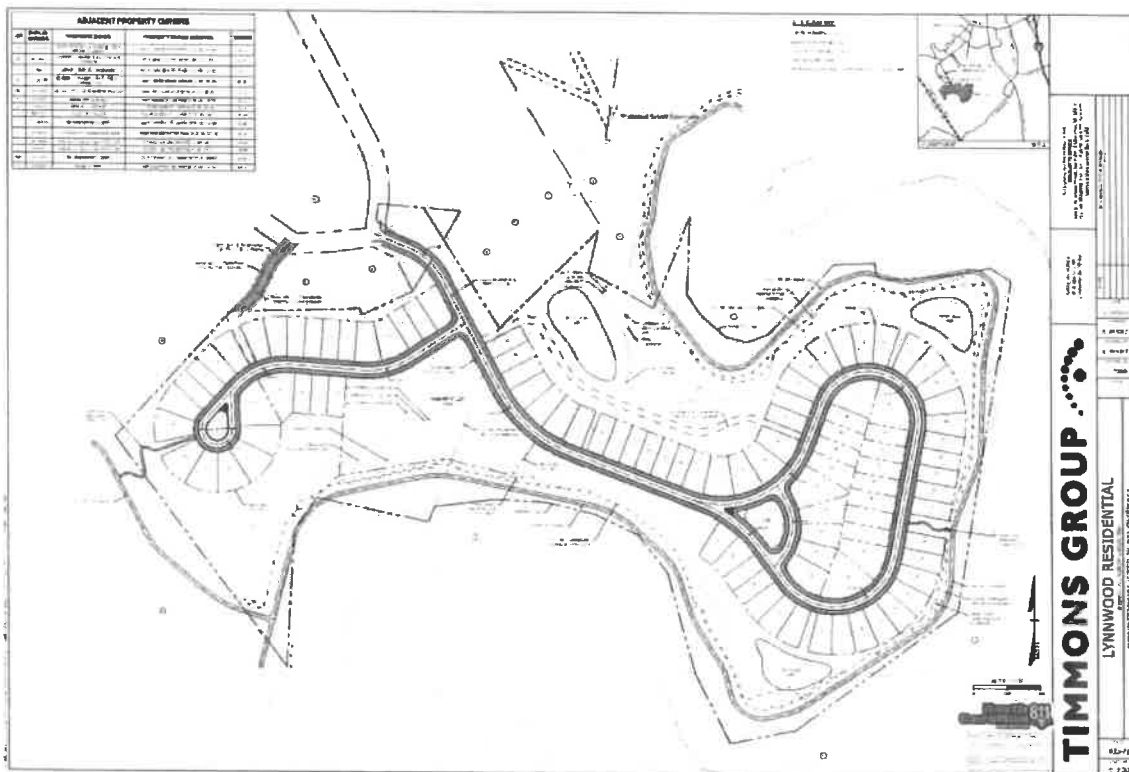
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### EXHIBIT C

### DEPICTION OF EASEMENT AREAS



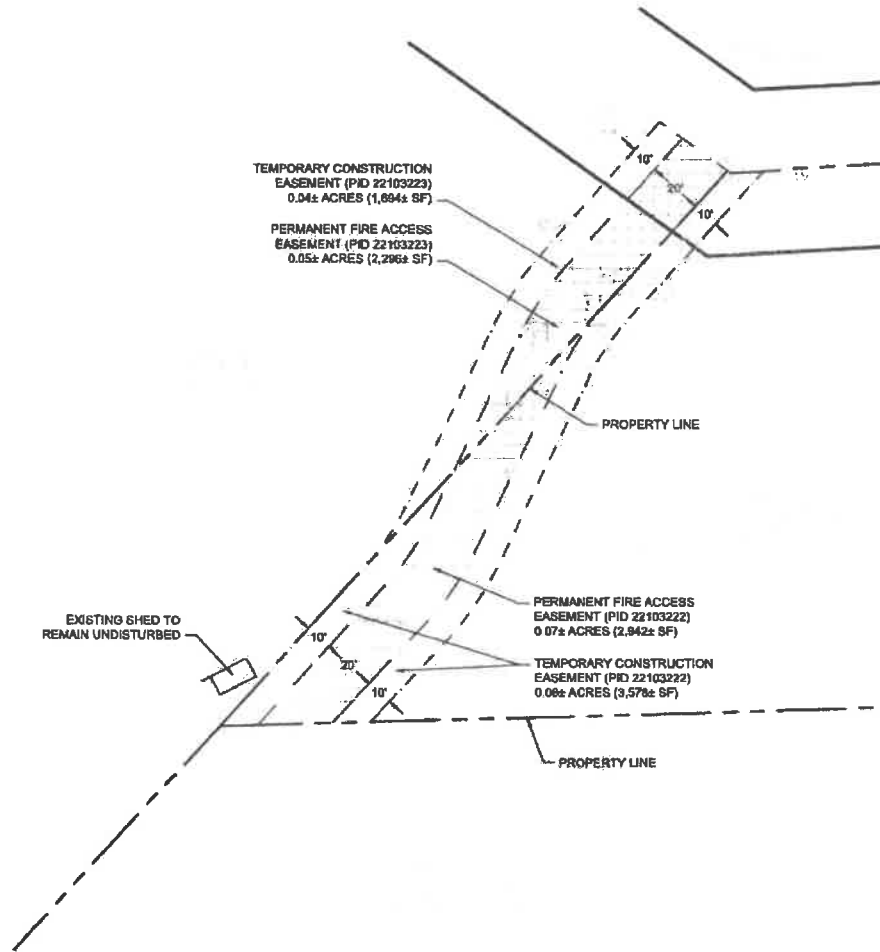
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**EXHIBIT C (Continued)**

**DEPICTION OF EASEMENT AREAS**



**FIRE ACCESS EASEMENT**

August 19, 2019



SCALE 1"=40'



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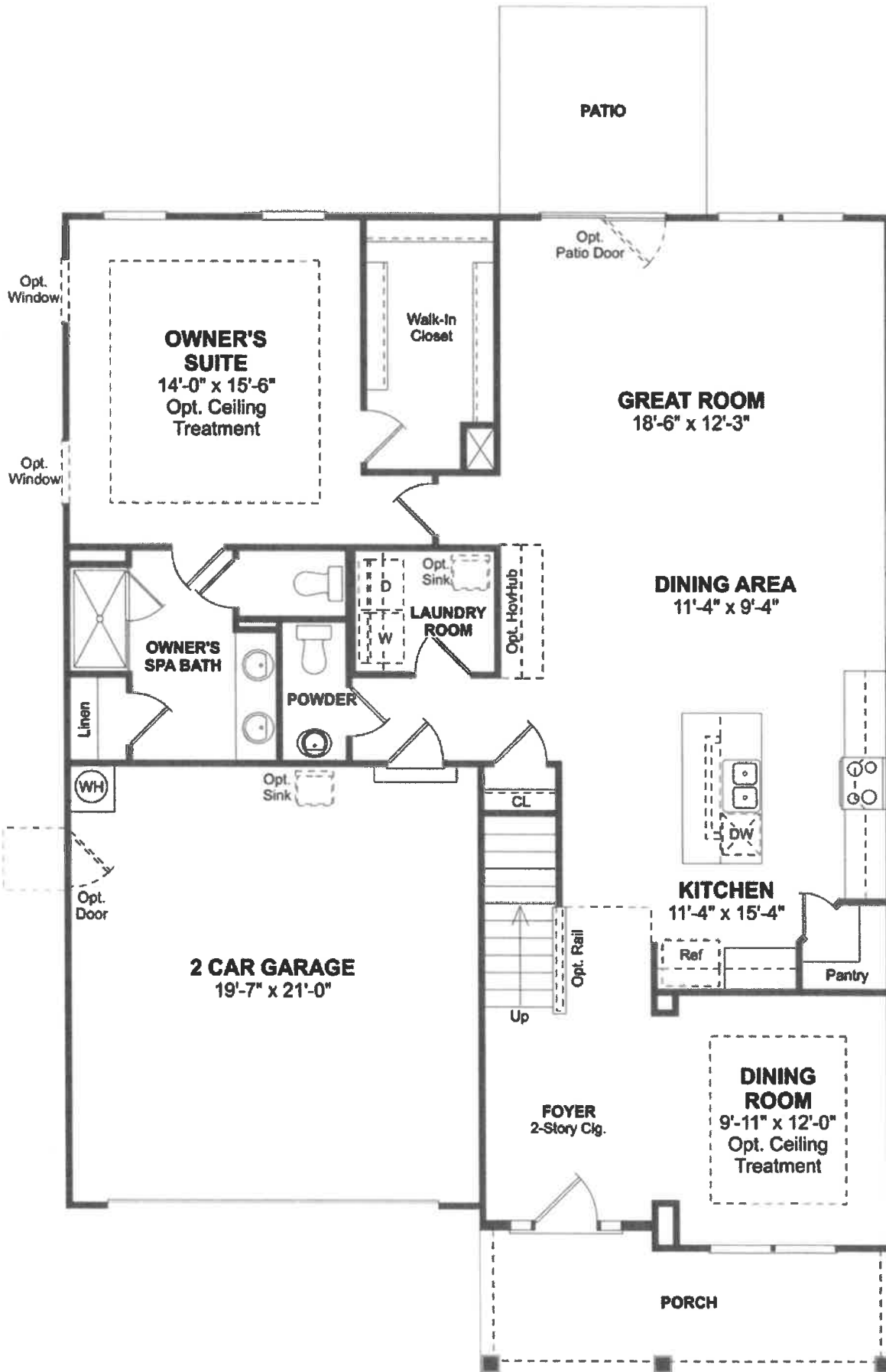
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**EXHIBIT D**

**ADDITIONAL EASEMENT PROVISIONS**

- 1. Construction.** The proposed easement construction shall consist of a permeable substrate together with grass planted over the easement area to conceal the appearance of the access easement, final design subject to approval by the Town of Pineville. All trees located within the permanent easement will be removed in addition to the large pine tree in the right rear corner of the neighbor's property, as identified by Seller.
- 2. Buffer.** Purchaser's future development shall observe a fifteen (15) foot buffer from the rear property line of Parcel A.
- 3. Remediation.** Purchaser shall relocate or replace any Crepe Myrtle trees within the easement area. Purchaser shall further plant decorative screening on and along the easement area.
- 4. Easement Location.** The proposed location of the easement is as depicted in Exhibit C. Seller and Purchaser agree and acknowledge that the exact location is subject to alteration based on development needs and government approvals. The final easement location is subject to the approval of Seller, but shall be as close to property line as possible.
- 5. Use of Easement.** The proposed access easement shall be limited to use for emergency access only. No permanent public roadway shall ever be constructed by Purchaser upon the easement. Use may be encumbered by a gate at the rear of the easement, subject to the approval of the Town of Pineville and the Fire Marshall.
- 6. Maintenance of the Easement.** Long term maintenance of the easement, except for regular lawn mowing, will be the sole responsibility of the future HOA created to serve the new development on Parcel A.





FIRST FLOOR

**EASEMENT PURCHASE AND SALE AGREEMENT**

**THIS EASEMENT PURCHASE AND SALE AGREEMENT** (the “**Agreement**”), made and entered into as of the \_\_\_\_ day of September, 2019 (the “**Effective Date**”) by and between **TINSLEY-FITE HOLDINGS, LLC**, a North Carolina limited liability company (“**Seller**”), and **ALHSB, LLC**, a North Carolina limited liability company (together with successors and/or assigns, “**Purchaser**”).

**WITNESSETH**

WHEREAS, Purchaser entered into those certain Agreements For Purchase and Sale of Real Property (as amended) with Bobby Smith and wife, Molly Smith and Charles Steven Miller for the purchase of certain real property located in Mecklenburg County, North Carolina, known as Mecklenburg County Tax Parcel Nos. 221-03-220 and 221-09-102 and more particularly described on Exhibit A attached hereto and made a part hereof (“**Parcel A**”); and

WHEREAS, Seller is or will be the owner of certain real property located in Mecklenburg County, North Carolina proximate to Parcel A, known as Mecklenburg County Tax Parcel No. 221-09-101 and more particularly described on Exhibit B attached hereto and made a part hereof (“**Parcel B**”); and

WHEREAS, following Purchaser’s acquisition of Parcel A, Purchaser intends to subdivide and develop Parcel A into not more than one hundred (100) single family housing lots (the “**Development**”); and

WHEREAS, in connection with the Development and subject to the terms hereof, Seller has agreed to sell to Purchaser, and Purchaser has agreed to purchase from Seller, a nonexclusive permanent easement for installation, maintenance and repair of a sanitary sewer line over a portion of Parcel B together with a temporary construction easement over a portion of Parcel B;

NOW, THEREFORE, in consideration of the mutual covenants and representations herein contained, the parties hereby declare and agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein in their entirety.

2. AGREEMENT TO GRANT EASEMENTS. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described easements (herein collectively called the “**Easements**”):

2.1. Sanitary Sewer Easement. Seller shall grant to Purchaser, its successors and assigns, for the benefit of Parcel A, a nonexclusive permanent right, privilege and easement

over, on and across a portion of Parcel B, the approximate location of which is labeled on Exhibit C as "20' Perm, San. Sew. Esmt. (Typ,)" (such area hereinafter referred to as the "Permanent Easement Area") for installation, maintenance and repair of a sanitary sewer line connecting Parcel A to the nearest sanitary sewer lift station.

2.2. Temporary Construction Easement. Seller shall grant to Purchaser, its successors and assigns, for the benefit of Parcel A, a non-exclusive temporary right, privilege and easement over, on and across the portion of Parcel B that is located along the east and west boundary lines of the Permanent Easement Area and is no more than fifteen (15) feet in width on each side (such area hereinafter referred to as the "Temporary Easement Area"; together with the Permanent Easement Area, the "Easement Area") for the construction of the improvements required within the Easement Area as described herein.

3. PURCHASE PRICE. In consideration of the grant of Easements and the exchange of obligations contained herein, Purchaser agrees to pay Seller  
(the "Purchase Price"), which shall be due and payable at the Closing (as defined in Section 6 herein).

4. DEPOSIT. Upon execution of the Agreement, Purchaser shall deposit  
in earnest money (the "Deposit") with Seller.  
The Deposit shall be non-refundable absent Seller's default and shall be credited to the Purchase Price at Closing.

5. INSPECTION.

5.1. Purchaser shall have until the date that is one hundred twenty (120) days after the Effective Date of this Agreement to inspect the Easement Area ("**Review and Inspection Period**"), provided that Purchaser must give Seller advance notice by e-mail before entering the Easement Area to conduct such inspections. Seller shall allow Purchaser access to the Easement Area for the purposes of conducting reasonable inspections as Purchaser may require to obtain permits, provided that Purchaser shall not materially interfere with Seller's use and enjoyment of Parcel B while conducting such inspections and provided that Purchaser shall restore Parcel B to its previously existing condition should any part of Parcel B be disturbed during the inspections. Purchaser's obligation to perform such restoration shall survive the termination of this Agreement. During the Review and Inspection Period, Purchaser may terminate this Agreement for any reason by giving written notice thereof to Seller, whereupon neither party shall have any further obligation to the other except for provisions that expressly survive the Closing or termination of this Agreement. Also during the Review and Inspection Period, Purchaser shall obtain a survey of the Easement Area which shall be used to prepare legal descriptions of the Easement Area which shall be used in the recorded EA (hereinafter defined). Purchaser shall be liable for all costs and expenses, and/or damage or injury to any person or property resulting from any inspection of the Easement Area, whether occasioned by the acts of Purchaser or any of its employees, agents or representatives, and Purchaser shall indemnify and hold harmless Seller from any liability, claims or expenses (including, without limitation, mechanic's liens and/or reasonable attorneys' fees) resulting therefrom, unless caused by the gross negligence or willful acts of Seller. Purchaser's



indemnity obligation shall survive the Closing or termination of this Agreement. Seller agrees that any sale of Parcel B shall be made subject to the provisions of this Agreement.

6. CONDITIONS TO CLOSING. Purchaser and Seller's obligations to close the transaction contemplated by this Agreement shall be contingent on the following:

6.1. Permits. Purchaser shall have obtained all permits and approvals necessary to complete installation of the sewer line within the Easement Area at Purchaser's sole cost and expense. Seller shall at all times act in good faith and in accordance with reasonable commercial standards, and agrees to cooperate with Purchaser, at no out of pocket cost to Seller, in Purchaser's pursuit of applicable permits including, without limitation, executing applications and other instruments necessary to obtain such permits, provided that Purchaser shall indemnify, defend, and hold harmless Seller against any and all costs or claims associated with such applications. The obligations of Purchaser set forth in this Section 6.1 shall survive Closing or termination of this Agreement.

6.2. Easement Agreement. Seller and Purchaser shall have executed an easement agreement wherein Seller shall grant to Purchaser the temporary and permanent easements described herein (the "EA"), which easement agreement shall include the provisions described elsewhere in this Agreement and shall include the following provisions: (a) The exact location and description of the Easement Area shall be taken from the survey to be obtained by Purchaser, but the following limitations shall apply to the Easement Area: (i) the Easement Area shall run with, or within 50 feet of, the western boundary of Parcel B; and (ii) the width of the Permanent Easement Area shall not exceed 20 feet; (b) Purchaser shall be permitted to remove all trees located within the Permanent Easement Area; (c) The temporary construction easement shall terminate upon the completion of construction within the Easement Area; (d) The easements will run with the land and shall benefit Parcel A and be binding on Parcel B; and (e) Purchaser, its successors and/or assigns, shall be obligated to maintain and repair the sewer line located within the Easement Area and shall indemnify and hold Seller harmless from and against any and all loss, cost or damage caused by the failure of Purchaser, its successors and/or assigns to maintain and repair the sewer line.

6.3. Parcel A Acquisition. Purchaser shall have closed on its purchase of Parcel A or is in a position to close on such purchase simultaneous with the Closing. In the event Purchaser closes on its acquisition of Parcel A and the EA Closing does not occur concurrently with or within thirty (30) days of such closing, Seller may terminate this Agreement and shall retain the Deposit.

7. CLOSING OF AGREEMENT.

7.1. Closing Date. Closing (the "Closing") shall occur not later than the date that is the earlier of (i) thirty (30) days after the closing of the Parcel Acquisition or (ii) the date that is one (1) year after the Effective Date of this Agreement (the "Outside Closing Date"). In the event that Closing has not occurred on or prior to the Outside Closing Date, Seller may terminate this Agreement and shall retain the Deposit, unless otherwise provided herein. Purchaser and Seller shall finalize and deliver all Closing documents to the title company handling the Parcel

A acquisition (the "Title Company") by no later than 5:00 p.m. Eastern Time on the last business day prior to the Closing, provided that Purchaser has given Seller written notice of the day of closing for the acquisition of Parcel A at least 30 days prior to such closing.

7.2. Closing Costs. At Closing, costs shall be allocated as follows:

- (a) Seller shall pay for:
  - (i) Seller's attorney's fees in excess of \$2,000
- (b) Purchaser shall pay or shall have paid for:
  - (i) Seller's attorney's fees up to \$2,000
  - (ii) Purchaser's attorney's fees (including fees related to the preparation of the EA);
  - (iii) EA recording fees; and
  - (iv) All documentary stamp tax or other transfer taxes in connection with the EA.

7.3. Seller's Obligations at Closing. At Closing, Seller shall deliver to Purchaser each of the following documents:

- (a) EA. EA executed by Seller for the creation of the easements across Parcel B for the benefit of Parcel A, as contemplated hereby;
- (b) Foreign Person. If required by the Title Company an affidavit of Seller certifying that Seller is not a "foreign person," as defined in the Federal Foreign Investment in Real Property Tax Act of 1980, and the 1984 Tax Reform Act, as amended.
- (c) Closing Statement. An executed closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

7.4. Purchaser's Obligations at the Closing. At Closing, Purchaser shall deliver to Seller the following:

- (a) Purchase Price. The Purchaser Price (net of the Deposit) by wire transfer or other immediately available funds;
- (b) EA. EA executed by Purchaser for the creation of the easements across Parcel B for the benefit of Parcel A, as contemplated hereby;
- (c) Evidence of Authority. Copies of such documents and resolutions as may be required by and acceptable to the Title Company evidencing the authority of the person

signing the EA and other documents to be executed by Purchaser at Closing and the power of authority of Purchaser to convey the rights contained in the EA in accordance with this Agreement.

(d) Closing Statement. An executed closing statement setting forth the allocation of closing costs, purchase proceeds, etc.

(e) Other Documentation. Such other documents as may be reasonable and necessary in the option of the Title Company to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

## 8. DEFAULT; REMEDIES.

8.1. Breach by Seller. If Seller breaches this Agreement, Purchaser may, as Purchaser's sole and exclusive remedies hereunder: (a) terminate this Agreement and thereupon Purchaser shall be entitled to the immediate return of the Deposit, or (b) pursue a suit for specific performance to enforce the terms of this Agreement and purchase the easement herein with respect to Parcel B; provided, however, if a suit for specific performance is not possible or is impractical to remedy Seller's breach, then Purchaser may recover from the Seller reasonable expenses paid or incurred by Purchaser in connection with this Agreement not to exceed \$5,000. In no event shall Seller be liable to Purchaser for any punitive, speculative, or consequential damages. Notwithstanding the foregoing, in the event Purchaser pursues a suit for specific performance, in no event shall Seller be required to remove liens against the Property stemming from actions not specifically related to Seller's use of the Property.

8.2. Breach by Purchaser. If Purchaser breaches this Agreement, Seller may, as Seller's sole remedy and relief hereunder, terminate this Agreement and thereupon be entitled to receive the Deposit, together with all interest accrued thereon, if any, as liquidated damages (and not as a penalty), provided that such limitation on remedies shall not apply to any indemnification by Purchaser under the terms of this Agreement. Seller and Purchaser agree that they have made the above provision for liquidated damages because it would be difficult to calculate, on the date hereof, the amount of actual damages for such breach, and that these sums represent reasonable compensation to Seller for such breach.

8.3. Return/Delivery of Deposit. If the Deposit is retained by Seller as provided in Section 8.3 above, then the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for the obligations that are made expressly to survive termination of this Agreement.

## 9. MISCELLANEOUS.

9.1. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, or demand from one party to the other (collectively "Notice"), such Notice must be in writing to be effective and shall be deemed given on the date of actual receipt of such Notice by the addressee, or on the date the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified. The following shall, without limitation, constitute prima facie evidence of actual receipt of Notice by the addressee: (a) if mailed, by a United States certified mail return receipt, signed by the

addressee or the addressee's agent; (b) if hand-delivered, by a delivery receipt, signed by the addressee or the addressee's agent; or (c) if via nationally recognized overnight carrier (e.g., UPS, Federal Express), by a delivery receipt, signed by the addressee or the addressee's agent. For purposes of this Section 8.1, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to Seller: Tinsley-Fite Holdings, LLC  
8722 Walden Ridge Drive  
Charlotte, NC 28216  
Attn: Brian Fite  
E-mail: tinsleyfitellc@gmail.com

With a copy: Beth M. Snover, Esq.  
Bringewatt, Wolter & Snover, PLLC  
242 Hillside Avenue  
Charlotte, NC 28209  
E-mail: beth@bwsnclaw.com

With a copy: Scott Stevens  
KW Commercial  
3420 Tarringdon Way, Suite 200  
Charlotte, NC 28277  
E-mail: scottstevens@kw.com

If to Purchaser: ALHSB, LLC  
c/o Arbor Land Holdings, LLC  
4119-I Rose Lake Drive  
Charlotte, North Carolina 28217  
Attention: Brian J. Macuga, Sr.  
E-mail: briann@arborc.com

With a copy to: Katten Muchin Rosenman LLP  
550 S. Tryon Street, Suite 2900  
Charlotte, North Carolina 28202  
Attention: Daniel S. Huffenus, Esq.  
E-mail : dan.huffenus@katten.com

9.2. Real Estate Commissions. Seller and Purchaser represent and warrant to each other that neither has enlisted the services of any real estate broker, finder or similar person in connection with the transaction contemplated hereby. The parties each hereby agree to indemnify and hold harmless the other from and against any and all claims for brokerage fees or similar charges with respect to this transaction arising by, through or under the indemnifying party and each further agrees to indemnify and hold harmless the other from any loss or damage resulting

from an inaccuracy in the representations contained in this Section 9.2. This indemnification agreement of the parties shall survive the Closing.

9.3. Entire Agreement. This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties, nor any representations made by either party relative to the subject matter hereof, which are not expressly set forth herein.

9.4. Headings; Amendment. The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement. This Agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.

9.5. Time of Essence. Time is of the essence of this Agreement; however, if the final day of any period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the United States or the State of North Carolina, then, in such event, the date on which such period expires shall be extended to the next day which is not a Saturday, Sunday, or legal holiday.

9.6. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina and the laws of the United States pertaining to transactions in such State. All of the parties to this Agreement have participated freely in the negotiation and preparation hereof; accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

9.7. Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

9.8. Attorneys' Fees. In the event it becomes necessary for either party hereto to file suit to enforce this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages, as provided herein, reasonable attorneys' fees, paralegal fees and cost incurred in such suit at trial, appellate, bankruptcy and/or administrative proceedings.

9.9. Multiple Counterparts. This Agreement may be executed in any number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

9.10. Date of this Agreement. As used in this Agreement, the terms "date of this Agreement," "Effective Date," or "date hereof" shall mean and refer to the date on which Seller executes this Agreement (with Purchaser to execute the Agreement first).



9.11. Exhibits. The following exhibits are attached to this Agreement and are incorporated into this Agreement and made a part hereof:

- (a) Exhibit A – Parcel A
- (b) Exhibit B – Parcel B
- (c) Exhibit C – Easement Area Depiction

9.12. Authority. Each party hereto represents and warrants to the other than the execution of this Agreement and any other documents required or necessary to be executed pursuant to the provisions hereof are valid, binding obligations and are enforceable in accordance with their terms.

9.13. Recordation; Publicity. Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances except with the prior written consent of the Seller and the Purchaser. In addition, from and after the Effective Date of this Agreement, whether this Agreement is closed or terminated, neither Purchaser nor Seller shall make or permit to be made any public announcements or press releases concerning the existence of this Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein, without the prior written consent of Seller and Purchaser.

9.14. Confidentiality. The terms of this Agreement shall remain confidential, except to the extent disclosure is required by the Federal Reserve or other governmental authorities or required in order to close the transactions contemplated in this Agreement. From and after the date of this Agreement, except with the prior written consent of the other party, neither Purchaser nor Seller shall prior to Closing make or permit to be made any public announcements or press releases concerning the Agreement, the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein. After the Closing, the parties will agree on the information contained in any press releases or announcement as to the Closing of the transaction contemplated by this Agreement. This provision shall survive the Closing of this Agreement.

9.15. Attorney Consultation. Purchaser acknowledges and agrees that it has either (a) executed and delivered this Agreement only after review by, and consultation with, an attorney selected by Purchaser, in order to allow Purchaser to be advised of the meaning and appropriateness of any of the terms of this Agreement, or (b) waived the right for such review and consultation, as Purchaser has determined that the terms of this Agreement are appropriate or that review by an attorney is not necessary for Purchaser to proceed in accordance herewith.

9.16. Additional Right. If Purchaser has not entered into a corresponding purchase and sale agreement with Fred and Patricia Daniels within five (5) business days after this Agreement is executed, Purchaser shall have the right to declare this Agreement null and void.

9.17. Waiver of Jury Trial. **EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL**

**PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE  
TRANSACTIONS CONTEMPLATED HEREBY.**

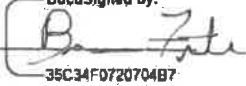
*[SIGNATURES APPEAR ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year set forth beside their respective signatures.

**SELLER:**

Tinsley-Fite Holdings, LLC

By: \_\_\_\_\_  
Name: Brian Fite  
Title: Treasurer  
Date: 9/12/2019 | 4:05:18 PM EDT

DocuSigned by:  
  
35C34F0720704B7

**PURCHASER:**

ALHSB, LLC, a North Carolina limited liability company

By: \_\_\_\_\_  
Name: Brian J. Macuga  
Title: Managing Member  
Date: 9/12/2019 | 3:49:19 PM EDT

DocuSigned by:  
  
42723MCFEAAE441

**EXHIBIT A**  
Legal Description

**Smith Tract - Tax Parcel 221-03-220**

Beginning at an old iron located at the northerly rear corner of Lot 16 as shown on map of Roland Hills recorded in Map Book 12, Page 389, of the Mecklenburg County, North Carolina, Public Registry, and running thence with two lines of the property shown on map recorded in said Registry in map book 27, at page 970 (1) S. 33-52-59 W., 99.60 feet to an old iron and (2) S. 29-33-20 E., 313.05 feet to a corner of the Jacob A. Davis, Jr. et al (now or formerly) property, thence S. 23-01-36 W., passing an iron set on the bank of Little Sugar Creek at 587.70 feet, a total distance of 624.50 feet to the center line of said creek; thence down Little Sugar Creek with the flow of the waters in five calls as follows: (1) N. 75-21-24 W., 345.60 feet, (2) S. 37-20-36 W., 121.60 feet, (3) S. 05-21-36 W., 182.00 feet, (4) S. 06-32-56 W., 107.49 feet, and (5) S. 07-04-55 W, 121.04 feet; thence, with the northeasterly line of the Regent Park Corp. (now or formerly) property as described in deed recorded in said Registry in book 7787, at page 794, N. 33-41-48 W., passing an iron set on the bank of said creek at 33.01 feet, a total distance of 863.40 feet to an old iron at the southwesterly corner of the Richard Leon Neely (now or formerly) property as described in deed recorded in said Registry in book 1989, at page 343; thence with the line of said Neely property N. 45-46-47 E., 514.50 feet to an old iron located at the southwesterly rear corner of the Dewie J. Daniels (now or formerly) property as described in deed recorded in said Registry in book 5636, at page 467; thence with the rear line of said Daniels property, S. 88-48-25 E., 386.46 feet to an old iron at the southerly rear corner of the David J. Youngman & Linda W. Youngman (now or formerly) property as described in deed recorded in said Registry in book 2565, at page 497; thence S. 19-48-24 E., 20.00 feet to a new iron pin; thence N. 68-12-08 E., 169.54 feet to a new iron pin; thence N. 33-55-25 E., 117.48 feet to a new iron pin; thence N. 53-37-55 W., 170.40 feet to a point in the easterly margin of the right of way of Lynwood Lane, and continuing from said point N. 53-37-55 W., 33.39 feet to a PK nail set in the center line of said Lynwood Lane; thence with the center line of said Lynwood Lane, N. 10-19-39 E., 46.97 feet to a point; thence continuing with the center line of said Lynwood Lane, with the arc of a circular curve to the left having a radius 313.29 feet, an arc distance of 3.89 feet (chord: 3.89 feet N. 9-58-19 E.) to another PK nail; thence S. 82-06-30 E., 30.01 feet to a new iron pin set at the easterly margin of the right of way of said Lynwood Lane; thence continuing S. 82-06-30 E., 219.18 feet to an old iron, the point or place of beginning, and containing 16.093 acres all according to plat of survey prepared by Carolina Surveyors, Inc., Hugh E. White, Jr., NCRLS.

For chain of title reference is hereby made to deeds recorded in the Mecklenburg County, North Carolina Public Registry in book 3452, at page 0057, and in book 3373, at page 0061.

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Miller Tract - Tax Parcel 221-09-102

Being all of that tract of land containing approximately 35.143 acres located in Pineville Township, Mecklenburg County, North Carolina, as shown on boundary survey thereof dated May 4, 2000, as revised on June 15, 2000, entitled "BOUNDARY SURVEY FOR ROBERT SMITH AND STEVE MILLER" by Carolina Surveyors, Inc. more particularly described as follows:

BEGINNING at a point located in the southerly or southeasterly corner of Lot 4 as shown on plat recorded in Map Book 27 at Page 970, said beginning point being located at the terminus of the second call and distance in the description of the Smith property set forth in Deed recorded in Book 9043 at Page 581; thence with the easterly or southeasterly lines of Lots 3 and 4 as shown on said recorded plat, North 48-23-36 East 414.25 feet to a concrete monument in the westerly line of the Tinsley property described in Deed recorded in Book 6607 at Page 244; thence with three lines of the Tinsley property: (1) South 15-55-24 West 123.68 feet to a 1/2" iron rod, (2) South 58-05-31 East 222.70 feet to a 1" old iron pin, and (3) North 24-52-00 East (passing a set #5 rebar at 146.00 feet), a total distance of 297.03 feet to an iron located in the top of the bank of the northern branch of Little Sugar Creek; thence with the top of the bank of the northern branch of Little Sugar Creek in 12 calls and distances, as follows: (1) South 05-07-03 West 234.69 feet to an iron, (2) South 30-46-29 East 69.69 feet to an iron, (3) South 43-39-20 East 101.27 feet to an iron, (4) South 72-47-23 East 68.07 feet to an iron, (5) North 72-21-38 East 69.24 feet to an iron, (6) North 46-25-35 East 291.43 feet to an iron, (7) South 89-38-39 East 123.94 feet to an iron, (8) South 04-07-12 East 36.89 feet to an iron, (9) South 58-44-29 East 23.67 feet to an iron, (10) South 89-22-14 East 162.94 feet to an iron, (11) North 83-24-57 East 163.35 feet to an iron, and (12) South 56-02-38 East 71.93 feet to a set #5 rebar located at the northwest corner of the Regent Park Corporation property described in Deed recorded in Book 7787 at Page 794; thence with a westerly line of the said Regent Park Corporation property, South 12-11-14 West 1,014.56 feet to a rebar; thence South 56-41-14 West (passing a set #5 rebar at 467.36 feet), a total distance of 607.36 feet to an iron located at the northerly bank of the southern branch of Little Sugar Creek; thence with the northerly bank of the southern branch of Little Sugar Creek in nine calls and distances, as follows: (1) South 81-08-58 West 202.50 feet to an iron, (2) North 23-39-37 West 237.42 feet to an iron, (3) North 12-12-41 West 315.29 feet to an iron, (4) North 35-05-50 West 143.45 feet to an iron, (5) North 61-36-52 West 140.69 feet to an iron, (6) North 73-10-22 West 153.33 feet to an iron, (7) North 84-05-22 West 152.24 feet to an iron, (8) South 85-49-38 West 109.65 feet to an iron, and (9) South 86-08-15 West 76.01 feet to a #5 set rebar iron located in the easterly line of the Smith property; thence with a portion of an easterly line of the Smith property, North 23-01-36 East 575.80 feet to the point or place of BEGINNING.

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TOGETHER WITH all of the Grantor's right, title and interest, if any, in any properties lying contiguous to and on the northerly or southerly sides of the calls and distances above described running along the northerly banks of the northern and southern branches of Little Sugar Creek.

Being part of that property conveyed to Jake A. Davis (a/k/a Jacob A. Davis or J.A. Davis) by Deed dated May 20, 1920, recorded in Book 430 at Page 94. Jacob A. Davis died testate in Mecklenburg County on January 9, 1938. He devised the subject property to his then living six children, in equal shares, said children being: Margaret Davis Reeder, Lynwood Davis (sometimes known as Lynwood Davis Haines), Willie Mae Davis Stevenson, Luther R. Davis, Ruth Elizabeth Davis Wynne and Jacob A. Davis, Jr. However, J.A. Davis and his wife placed a Deed of Trust on the property dated January 6, 1931, recorded in Book 792 at Page 121. After the date of death of Jacob A. Davis, said Deed of Trust was foreclosed and by Foreclosure Deed dated February 7, 1941, recorded in Book 933 at Page 395, the property was conveyed to Samuel L. Springs. By Deed dated December 18, 1947, recorded in Book 1290 at Page 199, the Executor and Trustee under the Will of Sam Lewis Springs (a/k/a Samuel L. Springs) conveyed the property to said six children of Jacob A. Davis. Ruth Elizabeth Davis Wynne died testate a resident of Philadelphia County, Pennsylvania, on February 26, 1988, and devised her one-sixth interest in the subject property to Margaret Davis Reeder, Willie Mae Davis Stevenson and Lynwood Davis Haines. Jacob A. Davis, Jr. (also known as Jacob Alexander Davis, Jr.) died testate in Mecklenburg County on July 9, 1995, and devised his one-sixth interest in the subject property to his widow, Doretha Rosebro Davis. Luther R. Davis died testate a resident of Sacramento County, California, on July 5, 1999, and devised his interest in the subject property to his daughter, Christy K. Davis. Accordingly, the current owners of the property and the fractional interest owned by each is as follows: Margaret Davis Reeder (4/18ths), Lynwood Davis Haines (4/18ths), Willie Mae Davis Stevenson (4/18ths), Christy K. Davis (3/18ths) and Doretha Roseboro Davis (3/18ths).

All references to recorded data are to such in the office of either the Clerk of Court or Register of Deeds for Mecklenburg County, North Carolina.

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**EXHIBIT B**

**DESCRIPTION OF PARCEL B**  
(Parcel No. 221-09-101 (Tinsley))

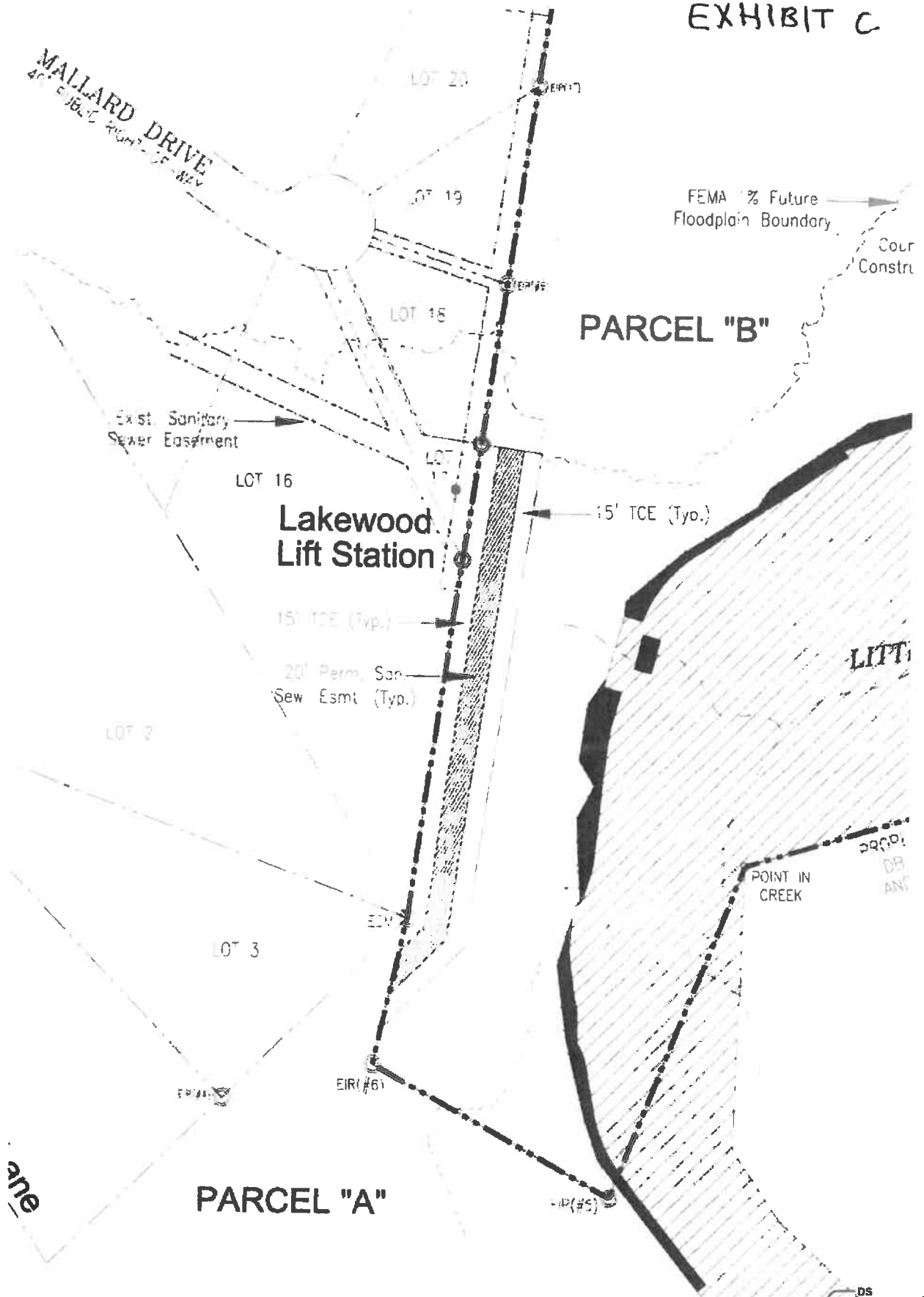
Lying and being in Pineville Township, Mecklenburg County, North Carolina and being more particularly described as follows:

BEGINNING at an old iron pipe in old road bed, said point of Beginning being located on the Pineville city limits line, and said point of Beginning also being the southerly corner of that tract of land conveyed to Leitner S. Miller by deed recorded in Book 2475 at Page 401 in the Mecklenburg County Public Registry, said point of Beginning also being a common corner of said Miller property and the Jacob A. Davis property as is described in deed recorded in Book 430 at Page 84 in the Mecklenburg County Public Registry, and runs thence from said point and place of Beginning with the present Pineville city limits line, N. 11-33-30 E. 1106.23 feet to an old iron pipe in ditch; thence S. 57-26 E., passing an old iron at 65.07 feet and passing another old iron pipe at 462.19 feet, a distance of 501.6 feet to an iron; thence S. 3-56 E. 577.50 feet to an iron; thence S. 31-34 W. 144.37 feet to an iron; thence S. 75-52 W. 338.5 feet to an iron located in Little Sugar Creek; thence S. 25-03-30 W. passing an iron pipe at 75 feet, a distance of 297 feet to an iron; thence with a line of the property of Jacob A. Davis, N. 57-56-30 W. 222.75 feet to an iron; thence continuing with a line of the said Davis property, N. 16-03-30 E. 123.75 feet to the point and place of Beginning, the same containing 12.607 acres according to survey dated February 8, 1978, by Reece F. McRorie, N.C.R.L.S.

Being the same property conveyed to Alice Lee Tinsley by Mary Tinsley Fite (divorced), Clifford Tinsley, Jr. and wife Janie Tinsley, Hayward (Haywood) Tinsley and wife Jean Tinsley by deed dated July 19, 1991 and recorded in Book 6607 at Page 244 of the Mecklenburg County Public Registry.

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# EXHIBIT C



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March 21, 2019

Katie G. Bradley  
Timmons Group  
610 East Morehead Street  
Suite 250  
Charlotte, NC 28202

**SUBJECT: WILLINGNESS TO SERVE  
LYNNWOOD LANE RESIDENTIAL  
LYNNWOOD LANE, CHARLOTTE, NC**

After an analysis of the sanitary sewer system associated with the proposed design of project WTS **LYNNWOOD LANE RESIDENTIAL**, it was determined that there is sufficient capacity to accommodate the proposed sewer flow (**18,810 gallons per day**), at the connection point(s) indicated on the submitted utility site plan, for transmission to the **McAlpine Creek Wastewater Treatment Plant** (NPDES Permit# **NC0024970**).

Please note that availability of flow is subject to change, and this Willingness to Serve review does not guarantee future capacity. Further review of this project through the Charlotte Water Capacity Assurance Program is required prior to the acceptance of the proposed flows. Please contact New Services at 704-432-2854 for official submittal guidelines to the Capacity Assurance Program.

Charlotte Water (CLTWater) agrees to furnish water to the subject project. The water quality to the subject project is regulated by the State Drinking Water Act Amendments of 1986 and The Water Supply Management Plan, PWS ID # **0160010** on file with the Public Water Supply Section of NCDEQ. However, CLTWater cannot guarantee a constant pressure or quality of flow.

The applicant should understand that due to the involvement of other agencies and continuing growth of the water and sewer system, the ability to provide service for future projects cannot be guaranteed nor reserved. Connection to the CLTWater and sewer system is accepted on a first come, first served basis.

The applicant should understand that this letter is not an authorization to construct or extend private water or sewer systems, as the appropriate local or State permits are required prior to construction. If you have any questions, please do not hesitate to contact me at (704) 432-5801.

Sincerely,

*Guillermo Anzola*

**Guillermo Anzola**  
Engineering Assistant

# Memorandum



**To:** Mayor and Town Council  
**From:** Ryan Spitzer  
**Date:** 12/12/2019  
**Re:** Fleet Management Software

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## **Overview:**

Town Council wanted to staff to investigate options for fleet management software for the Town of Pineville vehicle assets. The goal was to have a way to better deploy assets in the field and for the safety of personnel. Fleet Management software will allow dispatchers to see, in real time, where officers and fire department personnel are for safety. The software will also allow managers and department heads to keep track of assets and to monitor employees if necessary. The software can also be used as a data tool when citizens say that officers or employees have not been through their neighborhood on patrol.

Staff was able to find two companies that offer this service, Verizon and GeoTab. Verizon and GeoTab offer two different devices depending on the level of information Council would like. GeoTab is used by some departments in the City of Charlotte of is a little more costly than Verizon for the services that Town Council is looking for.

Below is the cost breakdown for each system. After looking at the town's fleet there are approximately 84 vehicles that routinely get used and would need the software.

## Fleet Management Software

	<u>Verizon 5200</u>	<u>Verizon 5500</u>	<u>Geotab Pro</u>	<u>Geotab ProPlus</u>
Price per unit	17	18.95	16.33	19.39
Units	84	84	84	84
Monthly Total	<b>\$1,428.00</b>	<b>\$1,591.80</b>	<b>\$1,371.72</b>	<b>\$1,628.76</b>
Equipment Charge	30.23	30.23	129.49	129.49
Units	84	84	84	84
Total	<b>\$2,539.32</b>	<b>\$2,539.32</b>	<b>\$10,877.16</b>	<b>\$10,877.16</b>
Year 1	\$19,675.32	\$21,640.92	\$27,337.80	\$30,422.28
Year 2	\$17,136.00	\$19,101.60	\$16,460.64	\$19,545.12
2 Year Total	<b>\$36,811.32</b>	<b>\$40,742.52</b>	<b>\$43,798.44</b>	<b>\$49,967.40</b>

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### Attachments:

GeoTab product details

Verizon product details

## Other Features

Feature	Expressfleet	5200	5500
<b>ACTIVITY ALERTS</b>			
Lost Power	-	X	X
Odd Hours	-	X	X
Sensors	-	X	X
Driver Login	-	X	X
Seat Belt	-	-	X
DTC Activity	X	-	X
Geofence Violation	X	X	X
Idle Time	X	X	X
Service	X	X	X
Speed	X	X	X
<b>OTHER FEATURES</b>			
HB/HA	-	-	X
Vehicle Recall Information	-	X	X
Report Data History	<b>90 Days</b>	<b>365 Days</b>	<b>365 Days</b>
Track Vehicle History (7 Days at a time)	<b>7 Days</b>	<b>90 Days</b>	<b>90 Days</b>
Default Update Rate	<b>120 Seconds</b>	<b>120 Seconds</b>	<b>120 Seconds</b>



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## Networkfleet Report Comparison contd.

Report	Expressfleet	5200	5500
Utilization Summary	X	X	X
Utilization By Day	X	X	X
Activity Alerts	X	X	X
Activity Detail	X	X	X
Service Record	X	X	X
Alerts	X	X	X
Fuel Economy and Usage	X	X	X
Geofence Violation	X	X	X
Idle Time	X	X	X
Landmark by Landmark	X	X	X
Stop Detail	X	X	X
User Login	X	X	X



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## Networkfleet Report Comparison

Report	Expressfleet	5200	5500
Landmark by Vehicle	-	X	X
Begin/End of Day	-	X	X
Device condition	-	X	X
Drive Time Summary	-	X	X
Greenhouse Gas Emissions	-	-	X
Odd Hours/Movement	-	X	X
Smog Check	-	-	X
Sensors	-	X	X
State/Province Travel Summary	-	X	X
Meter Report	-	X	X
Safety	-	X	X
Fuel Card	-	X	X
Fuel Guard	-	X	X



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## Device Features

FEATURE	Expressfleet	5200	5500
Plug & Play OBD- II Installation	X	-	-
GPS Location Tracking on Map	X	X	X
Limited Lifetime Warranty	X	X	X
Basic Light Duty Diagnostics 2008 & Newer	X	-	X
Basic Light Duty Diagnostics 2007 & Older	-	-	X
Reports	12	23	25
Dashboards	X	X	X
Mobile Apps (Driver & Manager)	X	X	X
Real Time Activity Alerts	5	9	10
Geofences/Landmarks	X	X	X
Roadside Assistance	-	X	X
Fuel Card Integration	-	X	X
Aggressive Driving Behavior (HB/HA)	-	-	X
Smart Harness/Scan Tool Detection	-	-	X
Sensors	-	X	X
Driver ID (ID KEY)	-	X	X
Compliance – ELD (HOS/DVIR/IFTA)	-	-	X
Heavy Duty Diagnostics	-	-	X
Lost Power Alert	-	X	X



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# BLUE ARROW TELEMATICS



## BlueArrow Telematics Proposal



## BlueArrow Telematics Company Overview

BlueArrow Telematics, founded in 1991, offers industry-leading mobile workforce technologies customized for organizations of all types and sizes. We insure customers maximizes their ROI by providing the correct solution with training and support from an experienced, dedicated key account representative.

BlueArrow provides in-house integration services to help bring data from various applications into a single source. We currently partner with over 200 software and hardware vendors to provide unique solutions for almost any scenario in telematics. Don't spend days researching various technologies since BlueArrow is a one-stop source for every need!

Remember, BAD decisions in purchasing a telematics solution will cost you in 3 ways...

### **Time, Money, & Frustration!**

Partner with BlueArrow Telematics and take advantage of our best products, best pricing, and best support in the telematics industry!

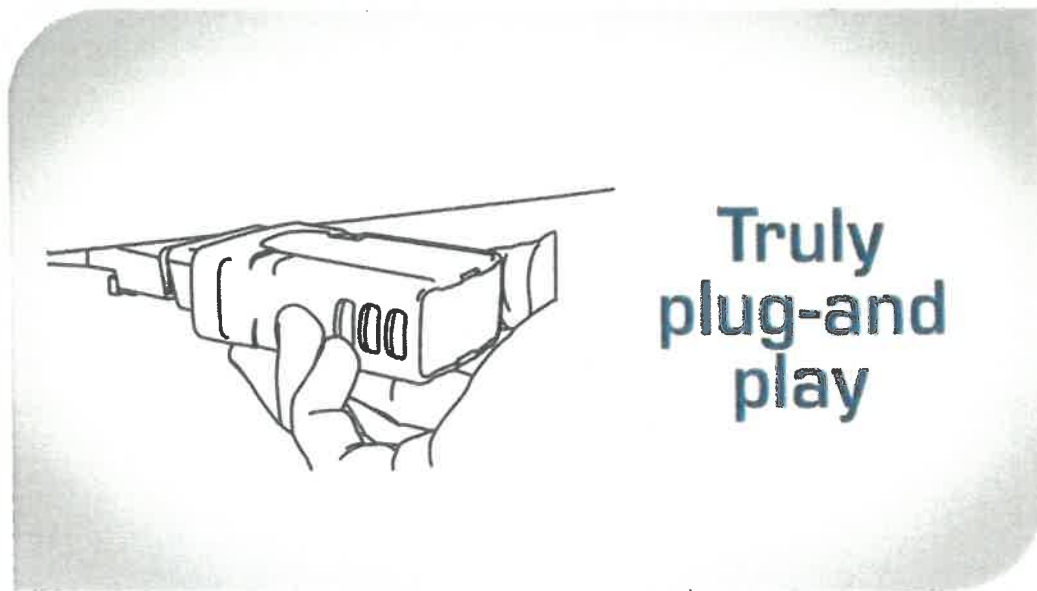


# Vehicle Tracking

## BlueArrow Vehicle Tracking:



Click the Play  
Button to view  
video in your  
web browser



# BLUE ARROW TELEMATICS

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## BlueArrow Vehicle Tracking:

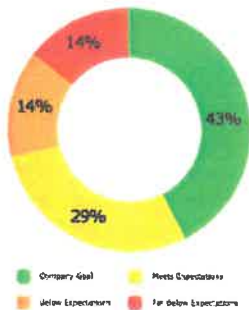
- **Productivity** and improved customer service by using real-time GPS tracking, trip reporting, and dispatching and routing tools
- **Safety** with the availability of in-vehicle driver coaching, risk and driver behavior reporting, accident notifications and reconstruction, and the ability to locate a stolen vehicle
- **Optimization** of vehicle maintenance with predictive maintenance abilities and remote diagnostics, and optimization of fuel management by tracking idling and other fuel-guzzling habits
- **Compliance** with solutions for electronic logging and Hours of Service, IFTA reporting, and vehicle inspections
- **Integration** of other software systems such as onboard camera technology or CRM software



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## BlueArrow Vehicle Tracking (Driver Rewards / Scorecard):



Make	Distance	Total Score	Scoring Classification	Speeding 15 Miles Over Posted Limit	Speeding	Sentinel Use	Hard Acceleration	Hard Braking	Harsh Cornering
2016 Honda CR-Z	37.20	91.6	Company Goal	82.1	90.0	90.0	90.0	90.0	90.0
2015 Chevrolet Silverado	1:00:40	81.5	Meets Expectations	88.0	84.8	88.0	71.4	80.0	82.4
2015 GMC Canyon	26.10	79.9	Below Expectations	85.1	72.4	84.3	70.0	83.8	72.0
2016 Express Cargo	55.80	68.4	Far Below Expectations	80.0	55.7	51.8	77.2	58.0	64.6

- Quickly identify the riskiest drivers or best drivers.
- Rate each driver compared to fleet and compared to fleet goals.
- Reduce overall risk and claims.
- See the cost of bad driving habits to your fleet, e.g. wear and tear on tires.
- Be proactive. Take proper actions to change driving behavior.

BlueArrow Telematics works alongside our customers to help you use our comprehensive scorecard data to build a driver rewards program to incentivize safe driving within your fleet. The scorecard makes viewing overall driver behavior very simple.

## BlueArrow Vehicle Tracking (GO Talk):

GO TALK is perfect for any fleet wanting to provide more detail rich information to their drivers about their driving habits. Fleets who want to improve driving habits by empowering their drivers with helpful, real time feedback, as well as adopting lasting safety habits will benefit from this solution.

### GO Talk Features:

- Real time spoken driver feedback
- Customize text to speech messages for drivers
- Provide drivers with steps to improve driving habits
- Improve fleet safety
- Plug-and-play, quick installation
- Supports multiple languages (see Specifications for setup)



## BlueArrow Vehicle Tracking (NFC Reader):

The IOX-NFCREADER lets you monitor vehicles based on their driver. Drivers swipe in at the start of their trip, linking them to their vehicle. Dispatchers or managers can then easily view where each driver is at any point in time, and can monitor which driver is currently operating a given vehicle.

### NFC Reader Features:

- Assigning Drivers to vehicles allows reporting based on Driver
- Tracks Driver across multiple vehicles to track different driving habits
- Plug-and-play, quick installation
- Driver ID Whitelist for authorizing drivers (see Specifications for setup)



## BlueArrow Vehicle Tracking Options:

Plans	GPS Tracking	Driver Behavior	Engine & Fuel Data	Active Tracking	Lifetime Warranty
Geotab Basic	Yes	No	No	No	No
Geotab Regulatory	Yes	No	No	No	No
Geotab Pro	Yes	Yes	Yes	No	No
Geotab Pro Plus	Yes	Yes	Yes	Yes	Yes



# Pricing

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## Sourcewell BlueArrow Telematics Geotab Equipment Pricing: Town of Pineville, NC

Equipment	Description	Qty	Price Per	Total
Geotab GO Device	GPS Tracking Device. Simple Plug n Play Installation. Plugs into vehicles engine port for power	1	\$62.50	
Y Harness with Mounting bracket	Similar to the extension Harness however, this harness puts out 2 available ports. One for the GPS unit and one to keep open for other use.	1	\$30	
Go Talk (Optional)	Attachable accessory that allows for real time in vehicle driver coaching using customizable phrases such as "please slow down."	1	\$95.66	
Auxiliary Harness	Attachable Accessory that allows the GO device to monitor use of Auxillaries such as Lights & Sirens. Up to 4 Aux inputs, with additional accessory can expand to 8 inputs.	1	\$36.99	
NFC Reader (Optional)	This device is used to put in a vehicle so when a driver switches in/out they can use a fob with their driver name to swipe in/out	1	\$57.40	
NFC Key Fob (Optional)	Driver Identification Fob to let agency know who is always driving the vehicle	1	\$3.83	
NFC Key Fob Bag of 20 (Optional)		1	\$51.02	

## Sourcewell BlueArrow Telematics Geotab Monthly Service Pricing: Town of Pineville NC

Subscription Plan	Description	Qty	Price Per	Total
Pro Plus Subscription	<ul style="list-style-type: none"> <li>➤ The Pro Subscription standard data such as location, trip history, speeding, idling and fleet maintenance plus all the features of the Pro Subscription</li> <li>➤ Active Tracking...see vehicles moving live on the map</li> <li>➤ Roadside Assistance</li> <li>➤ Engine Diagnostic.</li> <li>➤ Unsafe Driver Behavior Notifications and Driving Coaching.</li> <li>➤ Fuel Management Platform.</li> <li>➤ SDK and APIs that are open, free and easy to use.</li> <li>➤ Driver ID via NFC.</li> <li>➤ Route Optimization.</li> <li>➤ Automatic IFTA Mileage Reporting</li> <li>➤ Driver Application (Geotab Drive) scalable for future needs</li> <li>➤ Accident Reconstruction</li> </ul>	1	\$19.39	
Pro Subscription	<ul style="list-style-type: none"> <li>➤ The Pro Subscription standard data such as location, trip history, speeding, idling and fleet maintenance plus more....</li> <li>➤ Engine Diagnostic.</li> <li>➤ Unsafe Driver Behavior Notifications and Driving Coaching.</li> <li>➤ Fuel Management Platform.</li> <li>➤ SDK and APIs that are open, free and easy to use.</li> <li>➤ Driver ID via NFC.</li> <li>➤ Route Optimization.</li> <li>➤ Automatic IFTA Mileage Reporting</li> <li>➤ Driver Application (Geotab Drive) scalable for future needs</li> <li>➤ Accident Reconstruction</li> </ul>	1	\$16.33	

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## Next Steps

**Thank You!**

BlueArrow Telematics

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