

CITY COUNCIL REGULAR MEETING

City Council Chambers

Monday, December 09, 2024 at 7:00 PM

AGENDA

Call to Order, Prayer, Pledge of Allegiance

Adjustment and Approval of the Agenda — *Items will only be added or removed with the approval of the Mayor and City Council.*

Special Presentations

1. **Students of the Month:** Mayor & City Council will recognize the December 2024 students of the month from Bessemer City area schools: Bessemer City Primary School, Bessemer City Central Elementary School, Tryon Elementary, Bessemer City Middle School, and Bessemer City High School.

Request to Speak/Opportunity for Public Comment — *This is an opportunity for members of the public to express items of interest to the Mayor and City Council. This is not a time to respond or take action. Any necessary action will be taken under advisement. Speakers are asked to use proper decorum and to limit comments to no more than three minutes.*

2. **Public Comment Acknowledgment:** City Manager, Josh Ross will provide clarity on items mentioned during public comment, if needed.

Consent Agenda — *The items of the Consent Agenda are adopted on a single motion and vote, unless the Mayor and City Council wish to withdraw an item for separate vote and/or discussion.*

3. **Approval of Minutes:** City Council will consider adopting the Regular Meeting minutes of November 12, 2024.
4. **Approval of Minutes:** City Council will consider adopting the Work Session Meeting minutes of November 26, 2024.
5. **2025 Annual Meeting Schedule:** City Council will consider adopting the proposed 2025 holiday schedule that establishes when the City will observe certain holidays.
6. **Resolution of Authorization:** City Council will consider approving a resolution that authorizes the Ridge Runners to hold their annual event with certain guidelines on New Year's Eve.

Business Items

7. **Public Hearing - Rezoning Request 03-2024 (N. Gould Ave.):** City Council will hold a public hearing to hear public comment regarding a rezoning request for property located at tax parcel

#120960 (0.83 acres) from Neighborhood Residential (NR) to Neighborhood Residential Conditional District (NR-CD) to accommodate the development of three (3) single-family homes.

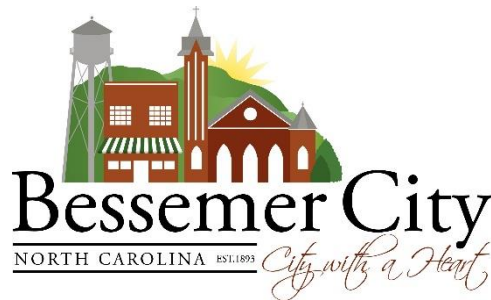
8. **Ordinance Amending Zoning Map:** City Council will consider approving an ordinance regarding a zoning map amendment for property located at tax parcel #120960 (0.83 acres) from Neighborhood Residential (NR) to Neighborhood Residential Conditional District (NR-CD) to accommodate the development of 3 single-family homes.
9. **Public Hearing - Rezoning Request CD 06-2024 (Yellow Jacket Lane Townhomes):** City Council will hold a public hearing to hear public comment regarding a rezoning request for property located at tax parcel #151678 (6.26 acres) from Urban Residential Conditional District (UR-CD) to Urban Residential Conditional District (UR-CD). The developer is requesting a modification to the project's conditions of providing a one time payment of \$25,000 to the Fire Department, in lieu of providing natural gas.
10. **Ordinance Amending Zoning Map:** City Council will consider approving an ordinance regarding a zoning map amendment for property located at tax parcel #151678 (6.26 acres) from Urban Residential Conditional District (URCD) to Urban Residential Conditional District (URCD). The developer is requesting a modification to the projects relief and conditions.
11. **Establish a Public Hearing - Rezoning Request CD 04-2024 (610 S. Skyland):** City Council will consider establishing a public hearing for Monday, January 13th, 2025 at 7:00 PM to hear public comment regarding a rezoning request for property located at tax parcel #218801 (1.35 acres) from Neighborhood Residential (NR) to Neighborhood Residential Conditional District (NR-CD) to subdivide three (3) lots for single-family homes.
12. **Establish a Public Hearing - Rezoning Request CD 05-2024 (N. 12th Street/Parkview Commons):** City Council will consider establishing a public hearing for Monday, January 13th, 2025 at 7:00 PM to hear public comment regarding a rezoning request for property located at tax parcels #120283 and #120286 from Neighborhood Residential (NR) to Urban Residential-Conditional District (UR-CD) to accommodate the development of a multi-family residential community that will consist of 41 townhomes.
13. **Establish Annual Planning Retreat:** City Council will consider holding their annual Planning Retreat on Thursday, February 27 and Friday, February 28, 2025.
14. **Resolution - Property for Surplus:** City Staff is requesting that several items from the Police Department be declared as property surplus: *X26P Tasers (11), X26P Taser cartridges (19), Axon Body cameras (11), In car cameras (11), Kenwood NEXEDGE handheld radios with accessories (15), Motorola HT1250 handheld radios with accessories (10), Kenwood NX-820HG in-car radio (19), Kenwood NX-5800K detachable face in-car radio (2), Kenwood NX-5800K in-car radio (3).*
15. **Public Safety Capital Project Ordinance:** City Council will consider adopting a capital project ordinance regarding public safety grant monies.
16. **Offer to Sell Property:** City Council will consider accepting an offer from Sohil Shah of SLK Realty LLC to purchase property 112 West Virginia Avenue Parcel ID#120802 for \$230,000.00.

- 17. Temporary Construction Easement for Meritage Homes (Stewart Crossing):** City Staff is seeking the approval of a temporary construction easement for the conts Meritage Homes Stewart Crossing.
- 18. Easement Exchange:** City Council will consider approving the relocation of a private easement on City-owned property (PID# 156702) that provides access from Lewis Farm Road to PID #212371, 1033 Lewis Farm Road.

City Manager's Report

Council General Discussion — *This is an opportunity for the Mayor and City Council to ask questions for clarification, provide information to staff, request staff to report back, or place a matter on a future agenda.*

Adjourn



CITY COUNCIL REGULAR MEETING

City Council Chambers

Monday, November 12, 2024 at 7:00 PM

MINUTES

Members Present

Mayor, Becky S. Smith, Council Members: Brenda Boyd, Brent Guffey, Donnie Griffin, Nellie Floyd, Michael Brooks and Allen Hook were all present. City Manager, Josh Ross and City Attorney, David Smith were present.

Call to Order, Prayer, Pledge of Allegiance

Mayor Smith called the meeting to order. Harmony Baptist, Senior Pastor Steven Faine led the audience in prayer. Mayor Smith led the audience in the Pledge of Allegiance.

Adjustment and Approval of the Agenda

By motion of Brent Guffey and unanimous vote, the November agenda was approved with no revisions.

Special Presentation

Student Appreciation- Students from Bessemer City High School, Bessemer City Middle School, Bessemer City Central Elementary School, Bessemer City Primary School, and Tryon Elementary were recognized by their principals and City Council as part of the Student Appreciation Program:

Mrs. Doneen Johnson, Principal of Bessemer City High School, and Mayor Smith, recognized the following students of the month: Kendrell Wray, 9th grade representative; Kelly Campos, 10th grade representative; Gabriella Pursley, 11th grade representative and Jenny Strickland, 12th grade representative.

Dr. Rebecca Wilson, Principal of Bessemer City Middle School, and Mayor Smith, recognized the following students of the month: Lesley Alvarado and Dana Dominguez, 6th grade representatives; Vanessa Zapata, 7th grade representative; and Jayden Rote 8th grade representative.

Ms. Anna Miller, Principal of Bessemer City Central School, and Mayor Smith, recognized the following students of the month: Brian Phinney, 3rd grade representative; 4th grade representative, Carla Castro Flores; and 5th grade representative, Bailey Grant.

Mrs. Erin Morehead, School Counselor of Bessemer City Primary and Mayor Smith, recognized the following students of the month: Lynnelee Bridges, Kindergarten representative; Rayn Dye, 1st grade, and representative; Ellie Bardsley, 2nd grade representative.

Mrs. Kelsey Nixon, Kindergarten Administrator of Tryon Elementary and Mayor Smith, recognized the following students of the month: Henry Hoyle, Kindergarten representative; Japheth (Jay) Carson, 1st grade, Aria Eichlin, 2nd grade representative, Vanessa Howell, 3rd grade representative; and Ryder Hampton, 4th grade representative.

Request to Speak/Opportunity for Public Comment

Mayor Smith opened the floor for public comment. The following came forth:

- Aaron Grosdidier of 517 Costner School Road: Mr. Grosdidier addressed the Board regarding waste collection, emergency response, and the rebranding campaign. During the recent storm the City did not provide a thorough response to the elderly community, in his opinion. There were senior citizens without water or power. Mr. Grosdidier stated that he contacted Duke Power and had power restored within two hours. The City should have opened the fire department and city hall for those in need to have access to showers and power. Instead, citizens were given an extra 10 days to pay their utility bills. The city could have used the rebranding campaign dollars to pay citizens utility bills. Instead of making frivolous proclamations, one should be done recognizing every 100-year-old citizen in Bessemer City.

Consent Agenda

The following items on the Consent Agenda were unanimously approved by motion of Brenda Boyd:

1. **Approval of Minutes:** City Council will consider adopting Regular Meeting minutes of the October 14, 2024 meeting.
2. **Approval of Minutes:** City Council will consider adopting Work Session Meeting minutes of the October 29, 2024 meeting.

Public Hearing: Amend Land Development Code (LDC) & Abolish Section 5.1 (Flood Hazard Overlay)

By motion of Donnie Griffin and unanimous vote, the public hearing was opened at 7:25 PM.

Mayor Smith asked if there was anyone present to speak in favor of the text amendment. There was none.

Mayor Smith asked if there was anyone present to speak in opposition of the text amendment. There was none.

By motion of Nellie Floyd and unanimous vote, the public hearing was closed at 7:26 PM.

Public Hearing: Amend Land Development Code (LDC) & Establish Section 5.1 (Flood Hazard Overlay)

By motion of Michael Brooks and unanimous vote, the public hearing was opened at 7:27 PM.

Mayor Smith asked if there was anyone present to speak in favor of the text amendment. There was none.

Mayor Smith asked if there was anyone present to speak in opposition of the text amendment. There was none.

By motion of Allen Hook and unanimous vote, the public hearing was closed at 7:27 PM.

Ordinance- To Amend Land Development Code (LDC) & Establish Section 5.1 (Flood Hazard Overlay)

By motion of Donnie Griffin and unanimous vote, the establishment of a new Section 5.1 of the Land Development Code (LDC) was approved.

Resolution - Lead & Copper Inventory Project

City Council previously awarded the lead and copper inventory project contract to Harvin Engineering PLLC in the amount of \$780,000. This contract is 90% funded by NCDEQ SRF Funds. Slade Harvin was present to provide City Council with an update and answer questions. In conference with city staff, step one of the inventory project has been completed via mailed letters. Said letters informed Bessemer City citizenry that the status of their infrastructure is indicated as “unknown”. Mr. Slade informed the Board that galvanized pipes may be identified during this inventory, identifying a lead pipe is probably not likely. However, city staff is seeking approval of a resolution allowing staff to apply for additional grant funding to replace lines if lead, copper, or galvanized pipes are found. Additionally, the City will need to formally accept NCDEQ SRF funds of \$780,000. Mr. Harvin expects the work to be completed by February 2025.

City Manager, Josh Ross informed the Board that information regarding the inventory project has been placed online for citizen review.

By motion of Brent Guffey and unanimous vote, the resolution allowing City Manager, Josh Ross to apply for additional grant funding was approved. A copy of this resolution is on file at City Hall.

Capital Project Ordinance – Meritage Homes (Stewart Crossing)

City Staff is seeking approval of a capital project ordinance detailing the appropriations and revenues of the Meritage Homes, Stewart Crossing development natural gas project. All funding for the installment of natural gas for the Stewart Crossing development will come from Meritage Homes LLC. City staff has been in conference with City Attorney, David Smith to administer an agreement that Meritage pay for all engineering services. The city will administer the project, as it owns the utility, and charge Meritage accordingly.

By motion of Michael Brooks and unanimous vote, the capital project ordinance for \$653,268.00 was approved. A copy of this ordinance is on file at City Hall.

Establish Public Hearing: Rezoning Request (Better Path Homes LLC)

City Manager, Josh Ross, informed the Board that the Planning Board met earlier this month and reviewed a conditional district rezoning request for property located on N. Gould Avenue. This is for a three (3) single family development. Typically, this would not qualify as a major subdivision, however, when a utility extension or new road is built, the project becomes a major subdivision.

By motion of Allen Hook and unanimous vote, City Council will hold a public hearing on Monday, December 9th, 2024 at 7:00 PM to hear public comment regarding a rezoning request for property located at tax parcels #120960 (0.83 acres) from Neighborhood Residential (NR) to Neighborhood Residential Conditional District (NR-CD) to accommodate the development of 3 single-family homes.

Establish Public Hearing: Rezoning Request (Development Solutions Group)

City Manager, Josh Ross, informed the Board that in May 2024 a conditional district CD-02-2024 for 63 townhomes was approved along Yellow Jacket Lane. However, the developer would like to request a modification to the reliefs and conditions on the project. The developer would like to remove the natural gas requirement. Thus, this matter must be brought before the Board once more. The Planning Board will hear about this item at its December 2024 meeting. Light discussion was held regarding the development solutions group and property located along Surf and Turf Lodge. City Council inquired about the 24-month expiration on a conditional district. City Attorney, David Smith informed the Board that a conditional use permit gives the developer vested rights in the property for two years, meaning that the property cannot be rezoned for two years. At the expiration of said two years, City Council may vote to hold a hearing and

rescind the conditional use permit. City Attorney Smith explained that the permit does not expire and revert back to the prior zoning automatically.

By motion of Brent Guffey and unanimous vote, City Council will hold a public hearing on Monday, December 9th, 2024, at 7:00 PM to hear public comment regarding a rezoning request for property located at tax parcel #151678 (6.26 acres) from Urban Residential Conditional District (URCD) to Urban Residential Conditional District (URCD). The developer is requesting a modification to the project's relief and conditions.

City Manager's Report

City Manager, Josh Ross, addressed Council regarding the following:

- **General:** Mr. Ross informed Council about several things:
 - Osage Mill redevelopment will have 20 units occupied by the end of the year. A ribbon cutting will be held in March 2025.
 - Kintegra Health is having a ribbon cutting that is open to the public on Wednesday, November 13th at 5 PM
 - The Fire Department held its 46th annual BBQ sale. It went well.
 - Parks & Recreation will host the annual Christmas in the City festival and Parade downtown on Sunday, November 24th at 4:30 PM.
 - On Thursday, November 14th at Tryon Elementary, the County will be hosting a community meeting regarding the Tryon Community water line project. This is free and open to the public.
 - Creekside Cottages (Lennar Homes) has over 50 homes completed or near completion. The development is well underway, and developers are moving on to Phase II.
 - City staff worked diligently to clean up the storm debris in the city. However, when these types of natural disasters occur, "It takes the entire community to help out with the response. Mr. Ross explained to the public that City water and sewer service was never lost during the storm."
 - Additionally, the city is using grant funds to complete the rebranding of the city.
 - Utility bills will be delayed last month due to Hurricane Helene. Thus, late fees were waived.

Council General Discussion

Mayor Smith opened the floor for Council general discussion. Council Member, Michael Brooks inquired about debris at the Memorial Cemetery, household garbage along the south side of the city, and trash downtown. Mr. Brooks commended the Police Department for being alert on the weekends, as well as the Fire Department for answering a house fire along Oak Street so quickly. Council Member, Nellie Floyd inquired about installing cameras in the Vantine Memorial cemetery. Council Member, Brenda Boyd commended City staff for all their hard work and thanked the Bessemer City citizenry for allowing her to serve. Council Member, Allen Hook commended the Police Department for being so visible. Council Member, Brent Guffey inquired about debris removal from the recent storm, and possible resources for those in need of tree removal from their property. Council Member, Donnie Griffin thanked Mayor Smith and City Manager Ross for attending his sisters' memorial services. He thanked the city for the memorial flower sent in honor of his sister.

Closed Session

By motion of Brenda Boyd and unanimous vote, City Council entered in to closed session to discuss a personnel matter pursuant to NCGS143-318(a)(6) at 8:04 PM.

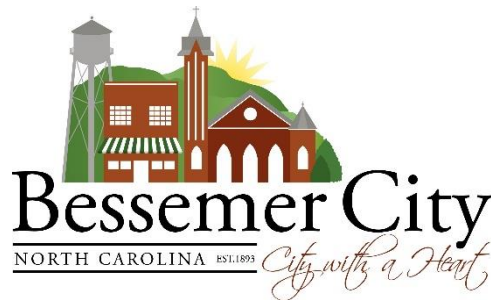
By motion of Michael Brooks and unanimous vote, City Council came out of closed session at 8:30 PM.
No action was taken.

Adjournment

Being no further business to come before the board, by motion of Allen Hook and unanimous vote, the meeting was adjourned at 8:32 PM.

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



CITY COUNCIL WORK SESSION

City Council Chambers

Tuesday, November 26, 2024 at 3:00 PM

MINUTES

Call to Order

Mayor Becky S. Smith called the meeting to order.

Members Present

Mayor, Becky S. Smith, and Council Members: Nellie Floyd Michael Brooks, Allen Hook, Brenda Boyd, Donnie Griffin and Brent Guffey were present. City Manager, Josh Ross, and department heads were present as well. A quorum was present.

Discussion of Conditional Districts - CD 03-2024, CD 04-2024, CD 05-2024, CD 06-2024

City Manager, Josh Ross addressed Council regarding several upcoming conditional district rezoning request:

-CD 03-2024 Neighborhood Residential Conditional District (NR-CD) N. Gould Avenue:

This rezoning request is for three (3) single family development homes. Typically, this would not qualify as a major subdivision, however, when a utility extension or new road is built, the project becomes a major subdivision. Three (3) single family homes typically fall into a “minor subdivision” category; however, since this project will require the developer to extend utilities, the project is considered a “major subdivision” as defined in the Bessemer City Land Development Code (LDC). This builder has previously built some homes on West Georgia Avenue. This home will feature additional architectural designs and five (5) parking spaces per home. Four will be in the driveway and one in the garage. The application and information regarding this rezoning request is available online on the City’s website.

-CD 04-2024 Neighborhood Residential Conditional District (NR-CD) 610 S. Skyland:

This rezoning request is for property located at tax parcel #218801 (1.35 acres) from Neighborhood Residential (NR) to Neighborhood Residential Conditional District (NR-CD) to subdivide three (3) lots for single-family homes. This was previously heard at the November 2024 Planning Board meeting, where several requests for additional information was made by Board members. This will be heard again at the December 2024 Planning Board meeting on Monday, December 2nd. This project will build a new road and provide one sidewalk, curb and gutter in a cul-de-sac. Property owners are requesting relief from installing one sidewalk on the newly constructed street. This will come before City Council for a public hearing in January 2025. Natural gas is not included in this project, just City water and sewer service.

-CD 05-2024 Urban Residential Conditional District (NR-CD) N. 12th Street/Parkview Commons:

This rezoning request is for property located at tax parcels #120283 and #120286 from Neighborhood Residential (NR) to Urban Residential Conditional District (UR-CD) to accommodate the development of a single-family residential community that will consist of 41 single family units. This is located near the Lloyd property and will go before the Planning Board next week. This project will be ADA compliant and

feature a sidewalk between Stinger Park and Gaston County schools adjacent to the property. This project will feature a pond as well.

-CD 06-2024 Urban Residential Conditional District (UR-CD) Yellow Jacket Lane:

This rezoning request is for property located at tax parcel #151678 (6.26 acres) from Urban Residential Conditional District (UR-CD) to Urban Residential Conditional District (UR-CD). The developer is requesting a modification to the project's conditions of providing a one-time payment of \$25,000 to the Fire Department, in lieu of providing natural gas. This project was previously heard and approved by City Council in May of this year. However, the developer is requesting a change to the reliefs and conditions. Thus, this project must go through the rezoning process once more.

Resolution - Lead & Copper Accepting Funding Offer

City Council previously approved a resolution permitting City Manager, Josh Ross to apply for grant funds regarding lead and copper inventory findings. However, a resolution formally accepting \$702,000 DWSRF-LSLR principal forgiveness funding and a \$78,000 loan are needed.

By motion of Brent Guffey and unanimous vote, the resolution accepting DWSRF-LSLR funds in the amount of \$780,000 was approved.

City Property Discussion- 112 W. Virginia Avenue and 125 E. Virginia Ave.

Sam Kline, MECA Commercial, addressed City Council regarding property at 112 West Virginia Avenue. Kline informed the Board that he has shown the property to several buyers, and a bid offered would like to be submitted. However, per Council previous discussions there are certain restrictions that need to be placed on the sale of property.

Additionally, previous property owners of 112 West Virginia Avenue have left some historical items in the building. Said items were left in case new owners wanted to utilize them. Sam informed the Board that current buyers haven't shown much interest in the items. Thus, previous property owners can come and retrieve these before the building is sold.

City Manager, Josh Ross informed the Board that city staff is ready to start marketing 125 East Virginia, City Hall Annex. When the City initially purchased this property there was a lot of upfitting done to suit the needs of the Finance Department. The City has received some unofficial informal offers. However, these offers were low. The sale of this property would give the City additional funds for the public safety capital project fund.

By motion of Donnie Griffin and unanimous vote, Mr. Kline is permitted to pursue the market and solicit offers for purchase for 112 West Virginia Avenue.

Department Head Reports

Bessemer City department heads gave reports on their department's status:

JoD Franklin, Parks and Recreation Director- Mr. Franklin addressed the Council regarding recent Parks & Recreation events. Youth Soccer is coming to an end. The Annual Christmas in the City Festival and Parade went well. He had a large turnout for this event. We did have some vandalism to the City 48 foot Christmas tree. However, city staff was able to work on this and get it fixed quickly. City Council commended city staff for acting so quickly. Mr. Franklin also addressed Council regarding a Eagle Scout project in Millwood Park. Nathan Keiser, a local Eagle Scout approached JoD about a potential dog park in Millwood Park. The dog park will cost around \$11,266 and Mr. Keiser has raised \$2,000. Additionally, Mr. Keiser would providing all of the labor free, as this is a community service project required as an Eagle Scout. This project

was selected as Mr. Keiser seen a need for more community members and animals to get outside and get fresh air. It is the goal of the Parks & Recreation department to raise donations to complete this project, however, the City will be able to provide funding as well.

Public Safety Director, Tom Ellis- Mr. Ellis addressed the Council regarding the public safety department's general updates and the Code enforcement division. Police calls have doubled since this time last year. Our officers are out doing foot patrols daily and working close open investigations. The Fire department sold over 150 barbecue plates and made over \$4,000. The Fleet division is keeping up with demand and maintaining Ford recalls. Code enforcement is working hard to ensure that local vape shops are following City ordinances. However, it takes ten (10) days after receiving notice before further action can be taken.

UNC Lead Fellow, Hannah Dove- Ms. Dove addressed the Board regarding the City's traffic code. In consultation with Public Safety Director, Tom Ellis and Special Operations Director, Jamie Ramsey, Hannah has compiled a list of needed traffic code revisions. Some needed changes are along North 8th Street, East Florida Avenue, and S. Skyland Drive. On street parking along E. Florida Avenue was also discussed. City staff will continue to work on these revisions and bring them before Council at another meeting.

Hydeia Hayes, City Clerk & Human Resources Director- City Clerk & Human Resources Director, Hydeia Hayes reminded the Board of their completion of UAL training by December 31, 2024 per the Local Government Commission (LGC). Ms. Hayes did check with the ABC commission to see if there was a provision stating that Board members live in city limits. The commission stated that there is not one. Ms. Hayes informed the Board of a new hire in the Planning department. Jamie Watkins will be joining the City as the Planner and Stormwater administrator.

City Manager's Report

City Manager, Josh Ross addressed City Council regarding several items:

- City staff are working to educate the public about changes to waste collection removal. All citizens will now have to pay and schedule bulk item removal.
- City staff is working on reimbursement for Helene from FEMA. The City would like to submit water purchases made during Hurricane Helene from the City of Gastonia. FEMA representatives have indicated that this should be a reimbursable event. The City is back on our own water.
- City staff will be meeting with Gaston County officials to inspect the City's building next to Rock Gym. The Boys & Girls Club used to be in this building.
- The Tryon Community Waterline Project meeting hosted by the County went well. At a future meeting staff would like to discuss the rates for customers who connect to City services. Currently, the rates are double for outside customers. Ultimately, city staff would like for outside customers to connect, as this would help maintain the lines and decrease the amount of line flushing needed.

Council General Discussion

Mayor Smith opened the floor for Council general discussion. Council Member, Michael Brooks inquired about trash at the City's cemetery, yard damage caused by contractors, and the ABC store. Council Member, Nellie Floyd inquired about a camera being placed on Logan Street. Council Member, Allen Hook inquired about the leaf vacuum truck. Council Member, Brenda Boyd informed city staff that people are living in vacated buildings by 508 E. Pennsylvania Avenue. Council Member, Brent Guffey inquired about City's noise ordinance as some contractors are cutting trees as early as 6 AM. Mr. Guffey also inquired about the

process for conditional zoning after expiration. Council Member, Donnie Griffin inquired about spec buildings in the City and the turning lane on Edgewood Road.

Adjourn

Being no further business to come before the board, by motion of Michael Brooks and unanimous vote the meeting was adjourned at 5:00 PM.

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



City of Bessemer City

2025 Holiday and Meeting Schedule



Item 5.

<u>CITY OF BESSEMER CITY HOLIDAY SCHEDULE</u>		
<u>Holiday</u>	<u>DATE(S)</u>	<u>CLOSED DAY(S)</u>
New Year's Day	January 1	Wednesday
Martin Luther King, Jr. Day	January 20	Monday
Good Friday	April 18	Friday
Memorial Day	May 26	Monday
Independence Day	July 4	Friday
Labor Day	September 1	Monday
Veteran's Day	November 11	Tuesday
Thanksgiving	November 27 and 28	Thursday and Friday
Christmas	December 24, 25 and 26	Wednesday, Thursday, Friday

<u>BESSEMER CITY COUNCIL REGULAR MEETING SCHEDULE</u>	
<u>7:00PM CITY COUNCIL CHAMBERS- 2ND MONDAY OF EACH MONTH</u>	
January 13	July 14
February 10	August 11
March 10	September 8
April 14	October 13
May 12	November 10
June 9	December 8

<u>BESSEMER CITY COUNCIL WORK SESSION MEETING SCHEDULE</u>	
<u>3:00PM CITY COUNCIL CHAMBERS- LAST TUESDAY OF EACH MONTH</u>	
January 28	July 29
February 25	August 26
March 25	September 30
April 29	October 28
May 27	November 25
June 24	December- no meeting

<u>BESSEMER CITY PLANNING/BOARD OF ADJUSTMENTS MEETING SCHEDULE</u>	
<u>6:00PM COUNCIL CHAMBERS- 1ST MONDAY OF EACH MONTH</u>	
January 6	July 7
February 3	August 4
March 3	September 2
April 7	October 6
May 5	November 3
June 2	December 1



CITY OF BESSEMER CITY RESOLUTION OF AUTHORIZATION

WHEREAS, in 1990, the Bessemer City Council authorized a one-year trial period for the Ridge Runners New Year's Shooters to shoot black powder muskets inside the City Limits; and

WHEREAS, in 1991, the City Council authorized the Ridge Runners to hold the shooting as an annual event with guidelines and since their inception in the 1990's the shooters have been an important part of the local New Year's celebration; and

WHEREAS, the City Council recently deemed it appropriate to update the guidelines governing the Ridge Runners activities within the City Limits of Bessemer City.

NOW THEREFORE BE IT RESOLVED that the Bessemer City Council sets forth the following guidelines for the Ridge Runners activities within the City:

- 1) The Ridge Runners may only discharge non-loaded, black powder muskets and when possible be accompanied by an officer of the Bessemer City Police Department while in the City Limits.
- 2) The Ridge Runners are authorized to perform their opening ceremonies on Tuesday, December 31, 2024 at 11:45PM- Wednesday, January 1, 2025 at 12:30AM in front of City Hall on West Virginia Avenue.
- 3) Shooting within City Limits shall only be conducted from the hours of 12:00AM-12:30AM and 7:00AM- 7:00PM on Wednesday, January 1, 2025.
- 4) The Ridge Runners shall provide the City Manager, City Clerk, and the Bessemer City Police Department with a schedule of events and a current roster of member names, addresses and phone numbers.
- 5) Each shooting member shall display on his person a visible means of Ridge Runner identification. This means of identification shall not be readily or easily duplicated by non-members of the Ridge Runners.

NOW THEREFORE BE IT FURTHER RESOLVED that this *Resolution of Authorization* be valid for a one-year period, with renewals required each year by the Bessemer City Council no later than their December meeting.

Adopted this the 9th Day of December 2024

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk

City of Bessemer City, North Carolina
General Rezoning Staff Report
CD 03-2024 | N. Gould Ave. (PID 120960)
 Planning Board Agenda Item November 4th,
 2024 City Council Agenda Item December 9th,

Applicant:

Better Path Homes, LLC (Nick Petrie)

Request:

To review and make a recommendation on the rezoning of a .83-acre parcel of land currently zoned Neighborhood Residential (NR) to Neighborhood Residential- Conditional District (NR-CD). The intent of the property owner is to be subdivided into three (3) lots for single-family homes.

Background Information:

The property requested for zoning map amendment is assigned by the Gaston County Tax Mapping Department with PID#120960 and is approximately 0.83 acres in size. The property is currently owned by Better Path Homes, LLC.

City staff met with the Better Path Homes, LLC project team in early October to discuss the development of the site. Three (3) single family homes typically fall into a “minor subdivision” category; however, since this project will require the developer to extend utilities, the project is considered a “major subdivision” as defined in the Bessemer City Land Development Code (LDC).

The developer is seeking to rezoning this property as a conditional district since major subdivision requirements would include, but are not limited to, sidewalks and curb/gutter. The developer, as outlined in the attached packet, is requesting Relief (R) in the Bessemer City Land Development Code (LDC) from doing sidewalks and curb/gutter. The Conditions (C) the developer is proposing includes developing three (3) single-family homes with a higher level of architectural features, including shutters, gable brackets, cedar columns, and stone veneer accents on the front elevation of each home. Additionally, the developer would like to highlight that, given the property’s location on a one-way street, each home would provide ample parking, with space for five vehicles—four in the driveway and one in the garage.

Staff Recommendation:

Approve rezoning as requested.

Exhibits:

N. Gould Ave. (PID #120960) Rezoning Application Packet

Recommended Effective Date: December 9, 2024



I hope this letter finds you all well. I am writing on behalf of Better Path Homes LLC, the owner of Parcel 120960, which meets all the necessary requirements to be subdivided into three parcels. However, due to the need to extend the water line, the project is now subject to major subdivision requirements.

We are seeking Conditional Zoning to obtain relief from the sidewalk, curb, and gutter requirements. In exchange, we propose to enhance the project by offering a higher-end product with a higher level of architectural features, including shutters, gable brackets, cedar columns, and stone veneer accents on the front elevation of each home.

Additionally, we would like to highlight that, given the property's location on a one-way street, each home will provide ample parking, with space for five vehicles—four in the driveway and one in the garage. We believe these proposed design upgrades and parking accommodations will add significant value to the neighborhood and hope they will allow for the requested relief from the sidewalk, curb, and gutter requirements.

Thank you for considering our request. We are confident that these improvements will benefit both the community and the overall quality of the development. Please feel free to reach out if any further information is needed.



132 W. Virginia Ave.
Bessemer City, NC 28016
(704) 629 - 5542 Ext. 1003

Staff Only:

Date Rec'd: _____
Rec'd by: _____
Case #: _____

LAND DEVELOPMENT APPLICATION FORM

1. Application Type	✓	Fee		✓	Fee
• Sketch Plan/Plat (Major Sub):		_____	• Conditional Zoning (CZ)		✓
• Preliminary Plat (Major Sub):		_____	• Special Use Permit (SUP)		_____
• Final Plat (Major Sub):		_____	• Text Amendment		_____
• Major Site Plan		_____	• Minor Site Plan		_____
• Construction Documents:		_____	• Minor Subdivision Plat		_____
• Recombination Plat		_____	• General Rezoning		_____
• Other: _____		_____			
Fee Total:					_____

2. Project Information

Date of Application: 10/18/24 Name of Project: N Gould Avenue

Location: 120960 N Gould Ave Property Size (acres): .860 # of Units/Lots: (1) subdivide into (3)

Current Zoning: NR Proposed Zoning: N/A

Current Land Use: Vacant Proposed Land Use: Residential - Single family homes

Tax Parcel Number(s): 120960

Square Footage: 37,456



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(704) 629 - 5542 Ext. 1003

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LAND DEVELOPMENT APPLICATION FORM

1. Application Type	✓	Fee		✓	Fee
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• Preliminary Plat (Major Sub):		\$115	• Special Use Permit (SUP)		_____
• Final Plat (Major Sub):		_____	• Text Amendment		_____
• Major Site Plan		_____	• Minor Site Plan		_____
• Construction Documents:		_____	• Minor Subdivision Plat		_____
• Recombination Plat		_____	• General Rezoning		_____
• Other: _____		_____			
Fee Total:					_____

2. Project Information

Date of Application: 10/10/2024 Name of Project: North Gould Ave

Location: East of N Gould Ave Property Size (acres): 0.86 # of Units/Lots: 3

Current Zoning: NR Proposed Zoning: NR

Current Land Use: Vacant Proposed Land Use: Single-Family Residential

Tax Parcel Number(s): 120960

Square Footage: 4,800

3. Contact Information

Owner, Applicant, or Developer

Better Path Homes LLC

Address

10935 Winds Crossing Dr STE-300

City, State Zip

Charlotte, NC 28273

Telephone

(704) 802-1097

Email

Nick.petrre@choosebetterpath.com

Agent(s) (Engineer, Architect, Etc.)

Josh Butler - Gateway design Group

Address

8516 Foxbridge Drive

City, State Zip

Weddington, NC 28104

Telephone

(910) - 840 - 2661

Email

Josh@gatewaydesigngroup.com

4. The following items may also be required to be considered part of a complete application, please check all that apply on this list:

- ☐ **Signed "Original" application**
- ☐ **Project Fee(s)** – See Fee Schedule
- ☐ **Written Summary/Description of Request** can be on company letterhead. Shall include requested use or uses, sq. feet of non-residential space, or density and number of units/lots for residential, or any other applicable information. For CZ's, must also describe any variations proposed from the Land Development Code
- ☐ **Property Survey** (at least one copy), including existing buildings, topography, wetlands, streams, vegetation (trees over 18" in diameter), and other natural features.
- ☐ **Site/sketch plan** (at least one copy), may contain multiple pages and must be drawn to scale by an engineer or landscape architect. Shall include locations of buildings and/or lots, streets, parking, proposed grading, landscaping/screening, open space, watershed/storm water information, associated storm water measures, and proposed utilities and lighting. Shall also include general information from adjoining lots
- ☐ **Illustrative (color) site/sketch plan** for presentation purposes with same layers as described above
- ☐ **Architectural elevations, Perspective Renderings, and Architectural Review Board Checklist** may include multiple pages and must be drawn to scale by an architect. Include all primary and accessory buildings (all building sides), an illustrative color package, and black and white w/dimensions. Other architectural elements/features of the site such as gazebos, trellis's, garden walls, retaining walls, or other items over 4-feet in height must also be included (NOT REQUIRED, BUT OPTIONAL FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENTS).
- ☐ **Illustrative (color) elevations** for presentation purposes for all items described above, as well as perspective (3D) renderings and photograph examples
- ☐ **Digital Files** of all items listed above

Last Update: 07/06/2021

Signature: Printed Name: Nick PetrreDate: 10/18/24

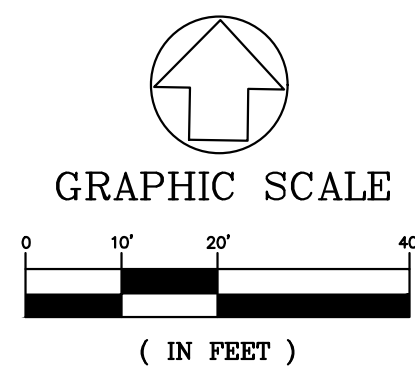


VICINITY MAP
N.T.S.



GRADING PLAN GENERAL NOTES:

1. GRADING MORE THAN ONE ACROSS WITHOUT A PERMIT IS A VIOLATION AND SUBJECT TO FINES. GRADING AREAS OUTSIDE THE LIMITS SHOWN IS A VIOLATION AND IS SUBJECT TO FINES.
2. ALL ELEVATIONS ARE IN REFERENCE TO THE BENCHMARK, AND THIS MUST BE VERIFIED BY THE GENERAL CONTRACTOR PRIOR TO CONSTRUCTION.
3. DO NOT FULLY PROCEED WITH CONSTRUCTION OF DESIGN WHEN OBSTRUCTIONS OR GRADE DISCREPANCIES EXIST THAT CONFLICT WITH THE INFORMATION SHOWN ON THE EXISTING CONDITIONS AND PROPOSED PLANS. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER AND/OR OWNER'S REPRESENTATIVE FOR RESOLUTION. THE CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
4. INTERIM GRADING SHALL BE PROVIDED THAT ENSURES THE PROTECTION OF STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING OR OTHER GRADING SHORTCUT.
5. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE SO THAT RUNOFF WILL DRAIN AWAY FROM BUILDINGS, ACROSS PAVEMENT AND/OR LANDSCAPE AREAS TO NEW OR EXISTING STORM DRAIN INLETS, DRAINAGE SWALES, OR OVERLAND SHEET FLOW.
6. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL PER THE PROJECT GEOTECHNICAL ENGINEER'S SPECIFICATIONS. ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH THE PROJECT GEOTECHNICAL REPORT.
7. ALL FILL MATERIAL SHALL BE APPROVED BY THE PROJECT GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
8. ALL SLOPES SHALL BE NO STEEPER THAN 2:1, UNLESS NOTED OTHERWISE.
9. COORDINATE APPROPRIATE SLOPE STABILIZATION ON ALL SLOPES STEEPER THAN 2:1 WITH PROJECT GEOTECHNICAL ENGINEER.
10. CONTRACTOR SHALL BLEND NEW EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
11. LIMITS OF CLEARING SHOWN ARE ON GRADING PLAN ARE BASED UPON THE APPROXIMATE CUT AND FILL SLOPE LIMITS OF THE PROJECT REQUIREMENTS.
12. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED PROPERTY OWNERS.
13. ALL GRADING EARTHWORK IS SUBJECT TO 98% MIN. COMPACTION AND STANDARD NCOT SPECIFICATIONS. FILL MATERIALS, EXIST COMPACTION RATE, MOISTURE CONTENT, AND METHODOLOGY ARE TO BE RECOMMENDED, TESTED, AND CERTIFIED BY GEOTECHNICAL ENGINEER. PRE-SUBMITTAL MEETING WITH CITY INSPECTOR AND GEOTECHNICAL ENGINEER IS REQUIRED PRIOR TO ANY EMBANKMENT WORK.
14. CONTRACTOR SHALL IMMEDIATELY REPORT TO OWNER OR ENGINEER ANY DISCREPANCIES FOUND BETWEEN ACTUAL FIELD CONDITIONS AND CONSTRUCTION DOCUMENTS AND SHALL WAIT FOR INSTRUCTION PRIOR TO PROCEEDING.
15. TOP 12" OF SUBGRADE OF BUILDING PADS TO BE COMPACTED TO MINIMUM 100% OF STD. PROCTOR MAXIMUM DRY DENSITY.
16. TOPSOIL AND OTHER UNSUITABLE MATERIALS MAY BE WASTED IN AREAS AS DIRECTED BY THE GEOTECHNICAL ENGINEER AND AS APPROVED BY THE OWNER. GRADING CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND OFF-SITE DISPOSAL OF EXCESS TOPSOIL AND OTHER UNSUITABLE MATERIAL.
17. IF ROCK IS ENCOUNTERED, THE ENGINEER AND OWNER SHALL BE NOTIFIED IMMEDIATELY.

[illegible]

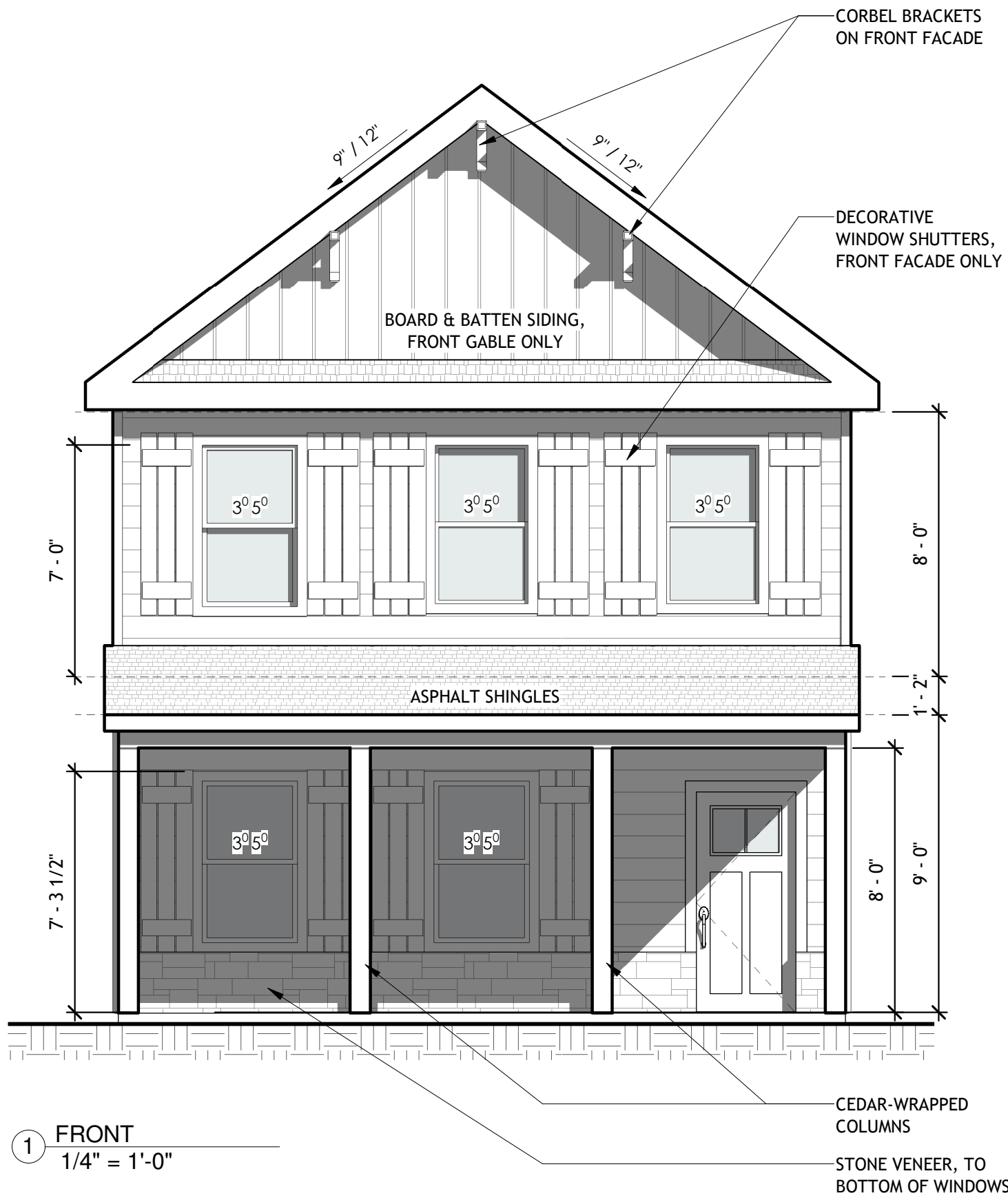
DESIGN DRAWINGS
COMPLETED BY:
CODY GATLIN
CODY GATLIN DESIGN, INC.
IRON STATION, NC
704-998-7826
CODYGAT@GMAIL.COM

THE DUBLIN

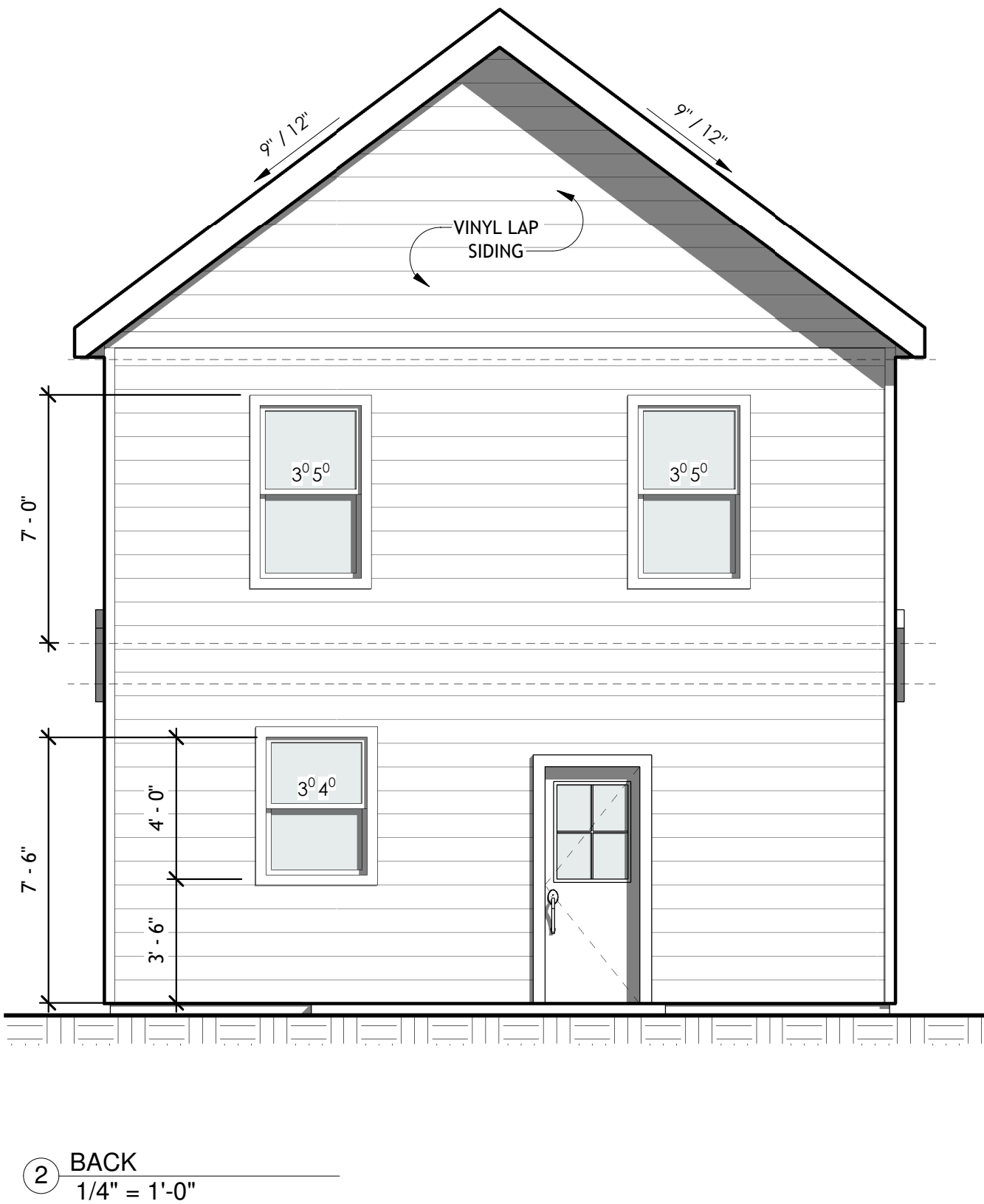
ISSUE	DATE
REVIEW SET	10/24/24
REVISION	DATE

SHEET

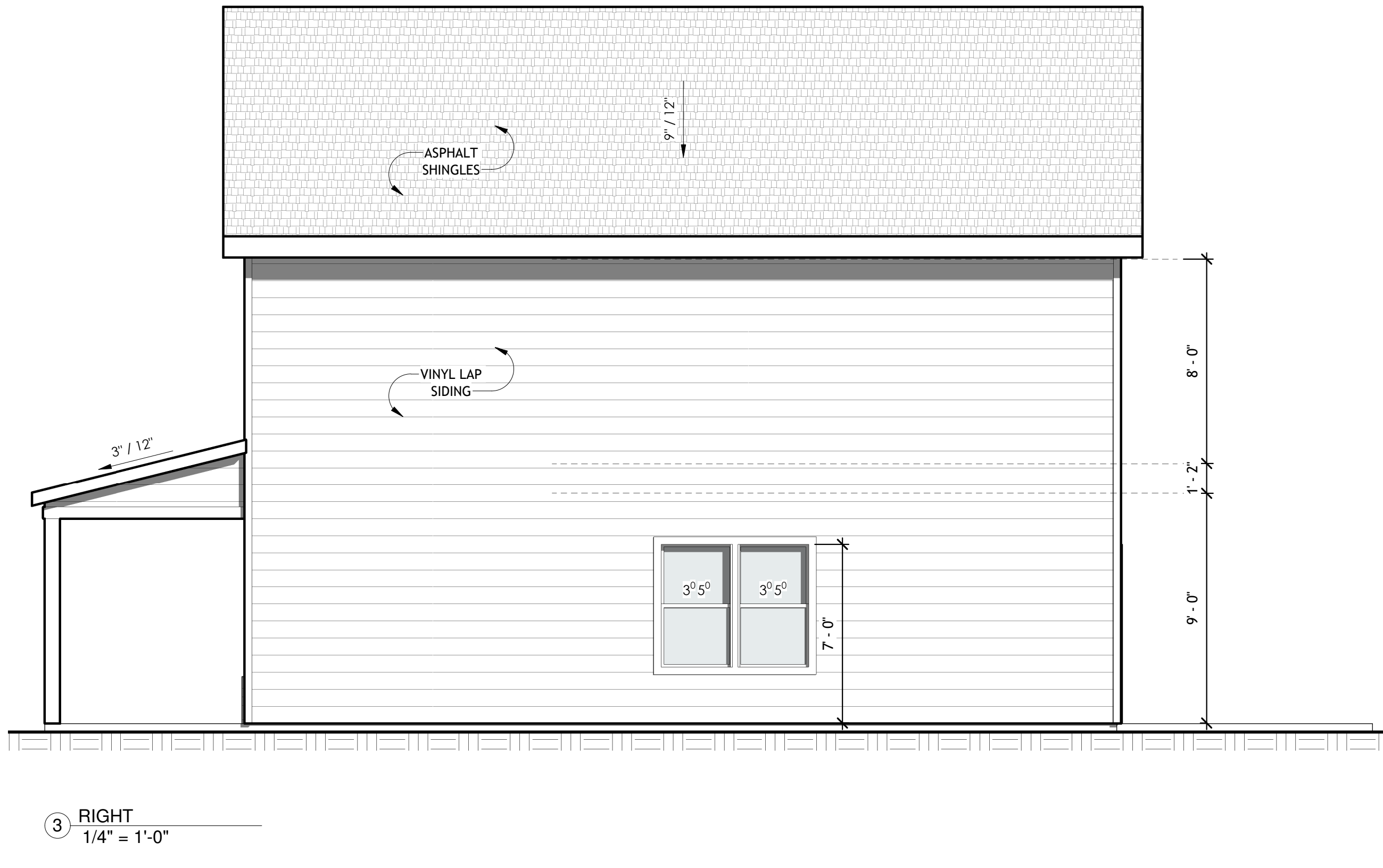
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1 FRONT
1/4" = 1'-0"



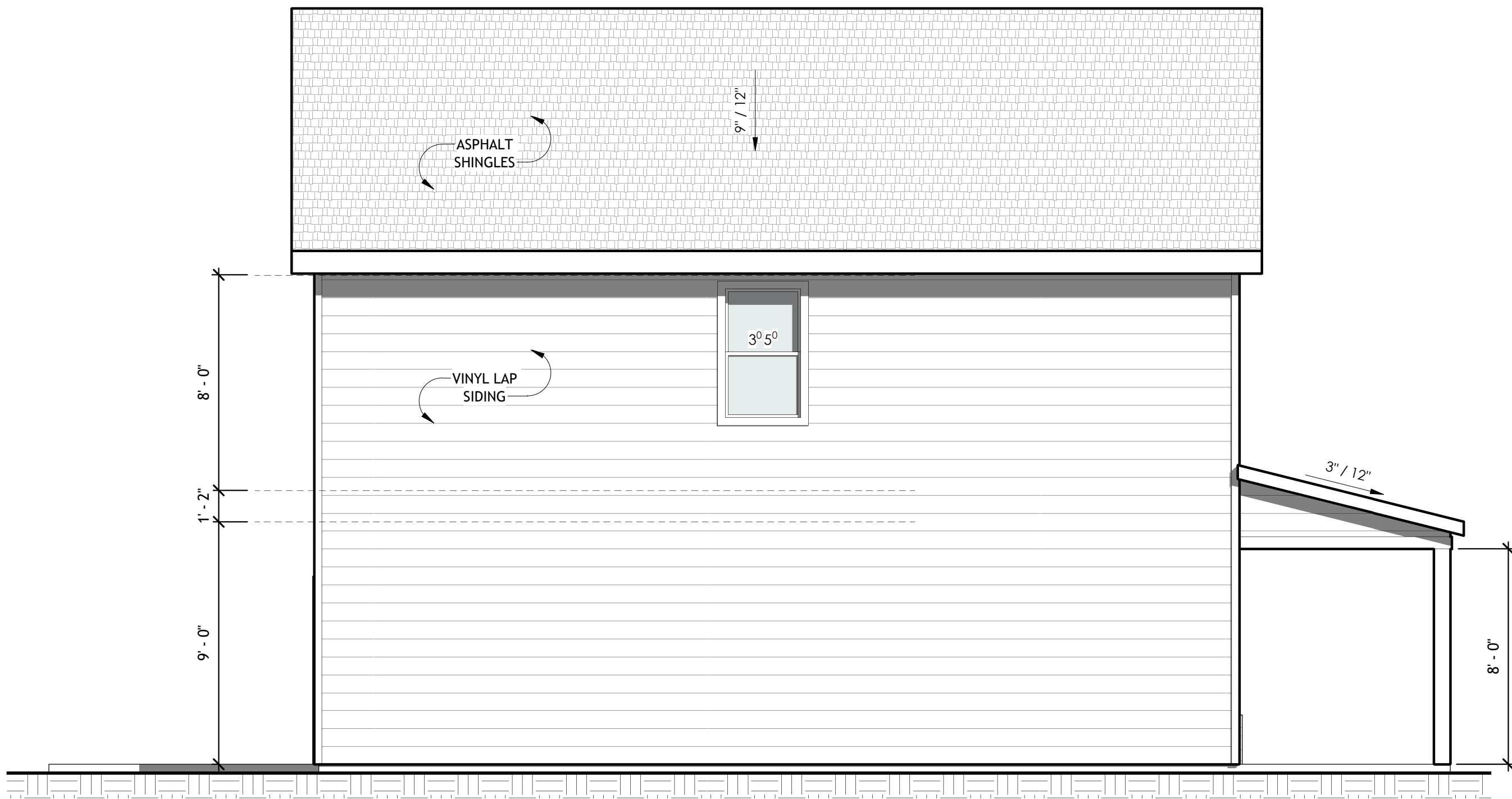
2 BACK
1/4" = 1'-0"



3 RIGHT
1/4" = 1'-0"



4 3D1



5 LEFT
1/4" = 1'-0"

ELEVATIONS
SCALE: 1/4" = 1'-0"

WHILE EVERY ATTEMPT HAS BEEN MADE IN THE PREPARATION OF THIS PLAN TO AVOID ERRORS, OMISSIONS, AND MISTAKES, THERE IS NO GUARANTEE AGAINST HUMAN ERROR. THE FOLLOWING MUST BE PERFORMED BEFORE BEGINNING ACTUAL CONSTRUCTION. THE DESIGNER WILL NOT BE LIABLE FOR HUMAN ERROR AFTER CONSTRUCTION BEGINS.

1.) THE CONTRACTOR AND/OR CLIENT SHALL VERIFY ALL CONDITIONS, DIMENIONS, DETAILS, AND SPECIFICATIONS AND BE RESPONSIBLE FOR SAME.

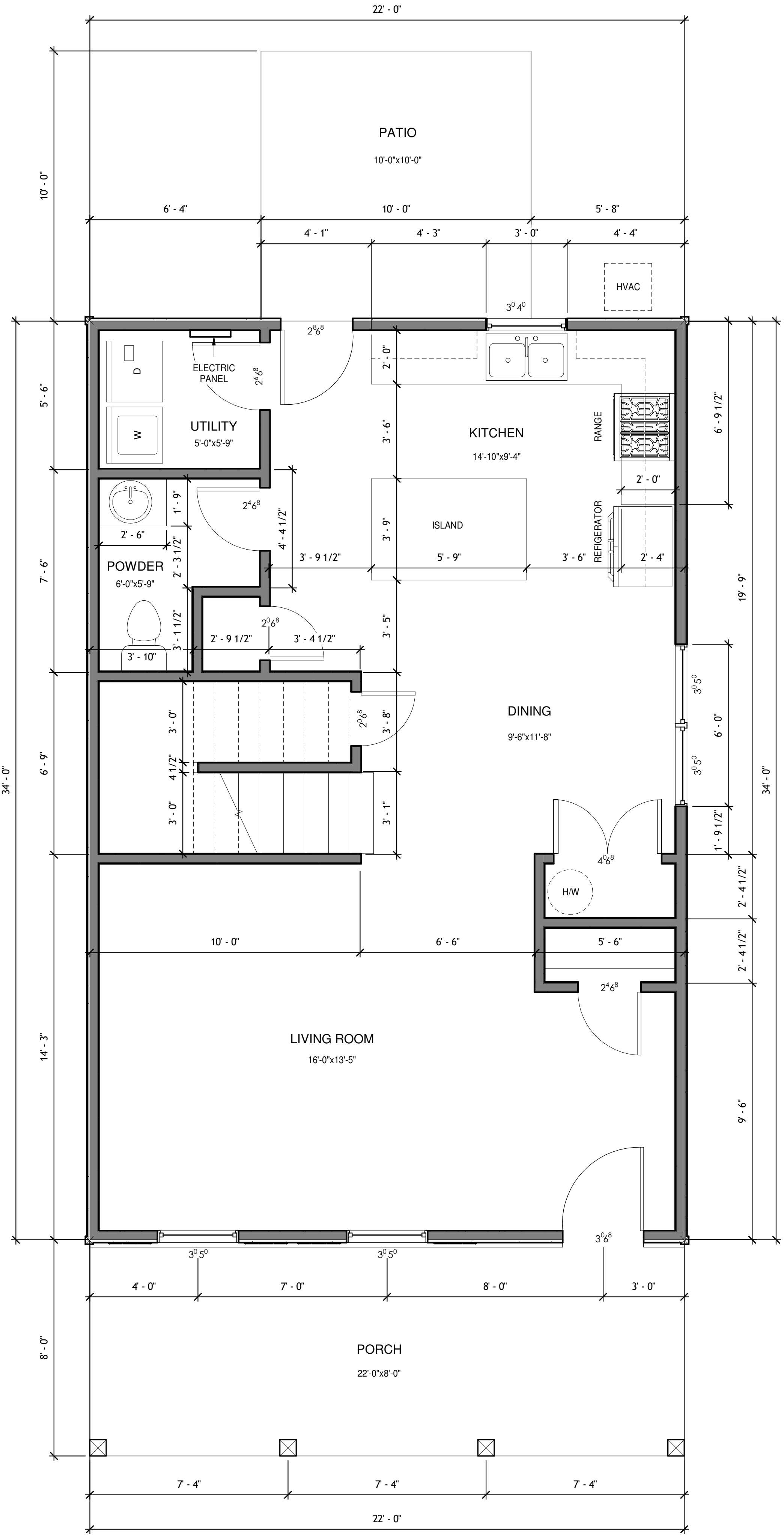
2.) ALL BEAMS & ENGINEERED LUMBER AS SHOWN ON PLAN MUST BE VERIFIED BY ENGINEER, SUPPLIER & CONTRACTOR PRIOR TO THE START OF ANY CONSTRUCTION.

3.) THESE PLANS ARE DESIGNED TO MEET OR EXCEED THE REQUIREMENTS OUTLINED IN THE INTERNATIONAL RESIDENTIAL CODES. YOUR LOCAL CODES MAY VARY FROM THE STANDARDS ON WHICH THESE PLANS ARE BASED. IT IS THE SOLE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO VERIFY THAT ALL APPLICABLE LOCAL CODES ARE MET OR EXCEEDED.

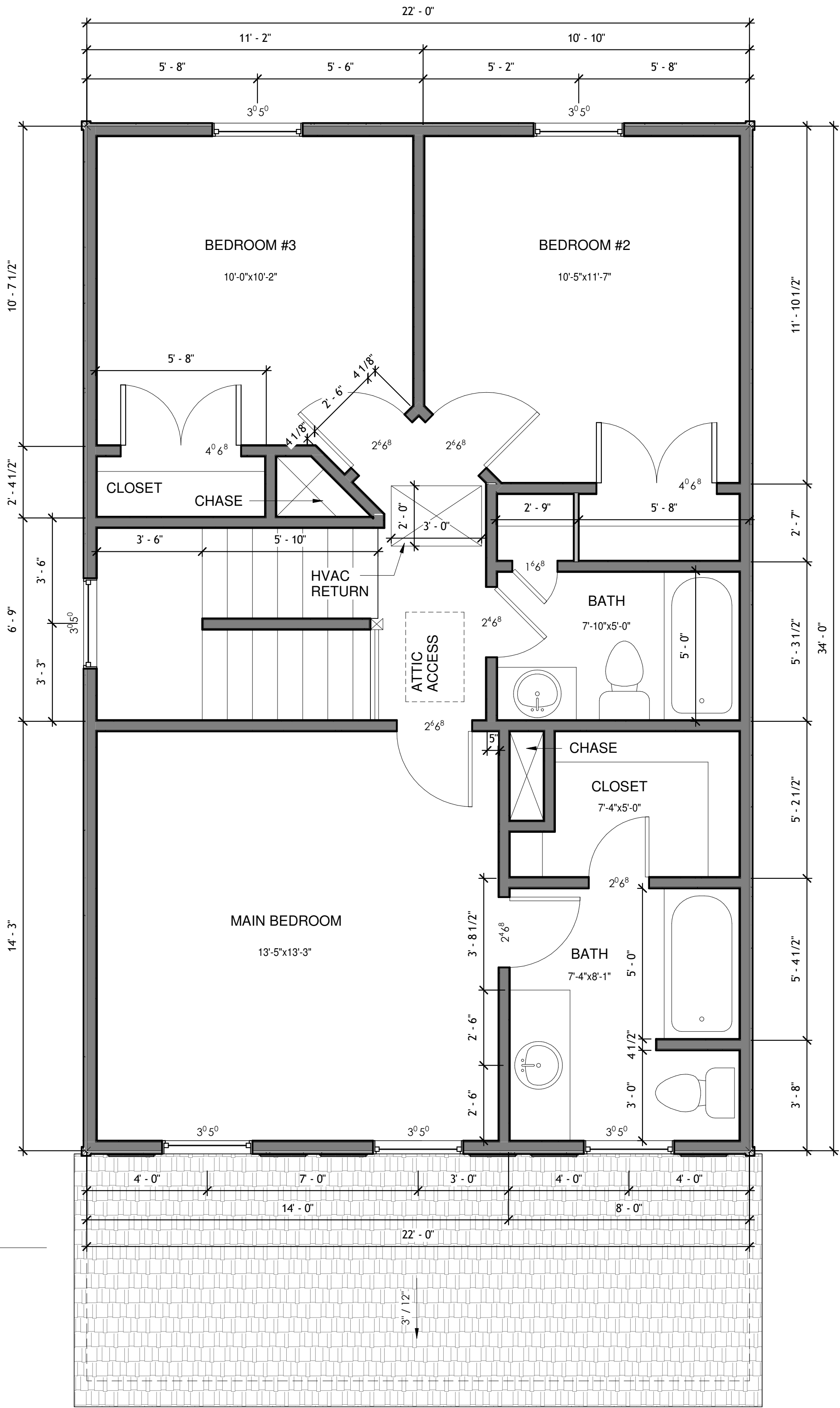
CONTRACTOR TO FIELD
VERIFY ALL DIMENSIONS

SQ.FT. CALCS:	
1ST FLOOR: (HEATED)	748 SQ.FT.
2ND FLOOR: (HEATED)	687 SQ.FT.
TOTAL HEATED: 1,435 SQ.FT.	
FRONT PORCH:	176 SQ.FT.
BACK PATIO:	100 SQ.FT.

1 PLAN
3/8" = 1'-0"



2 2ND FLOOR
3/8" = 1'-0"



FLOORPLANS
SCALE: As indicated

ISSUE	DATE
REVIEW SET	10/24/24

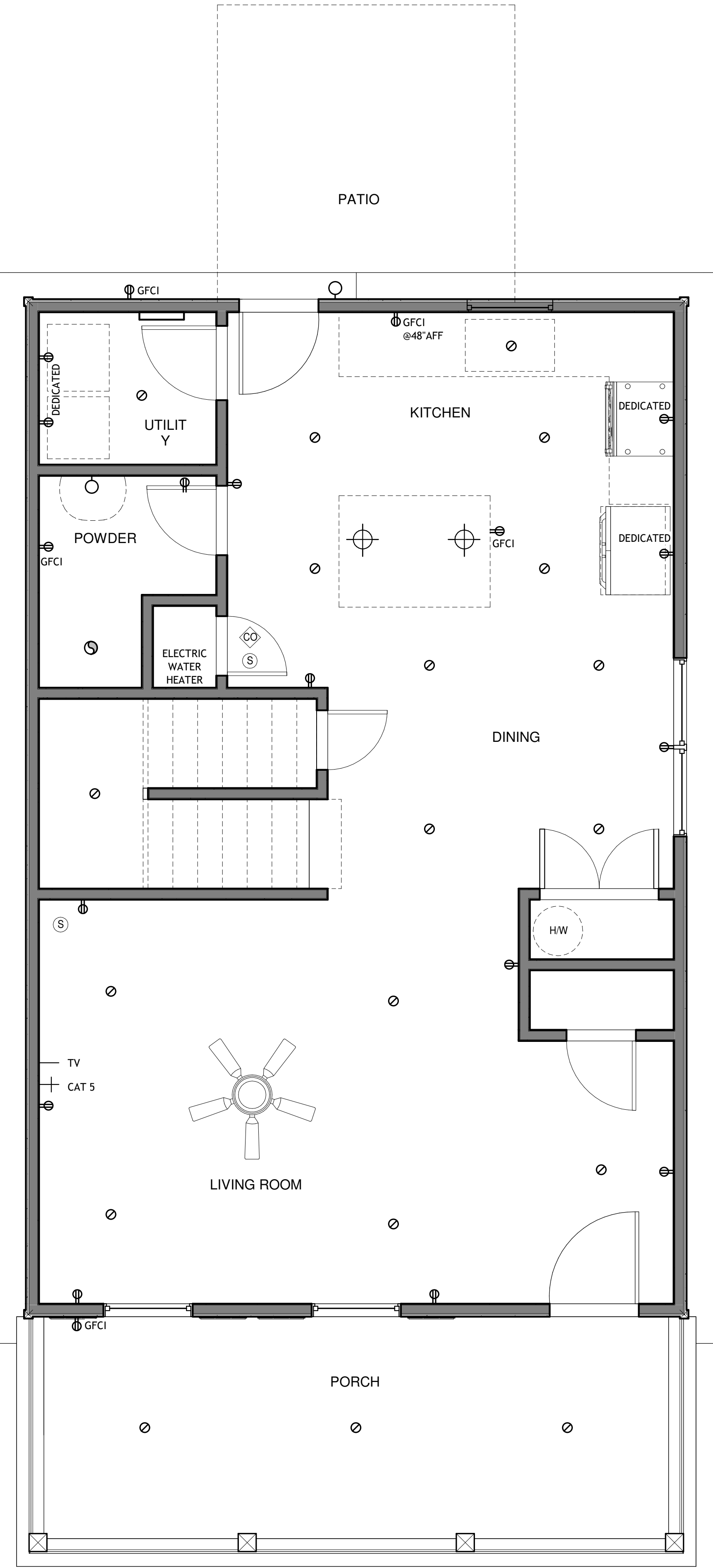
REVISION	DATE

SHEET
100












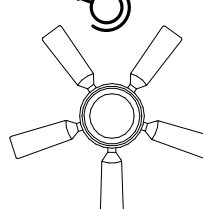

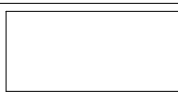
THE DUBLIN

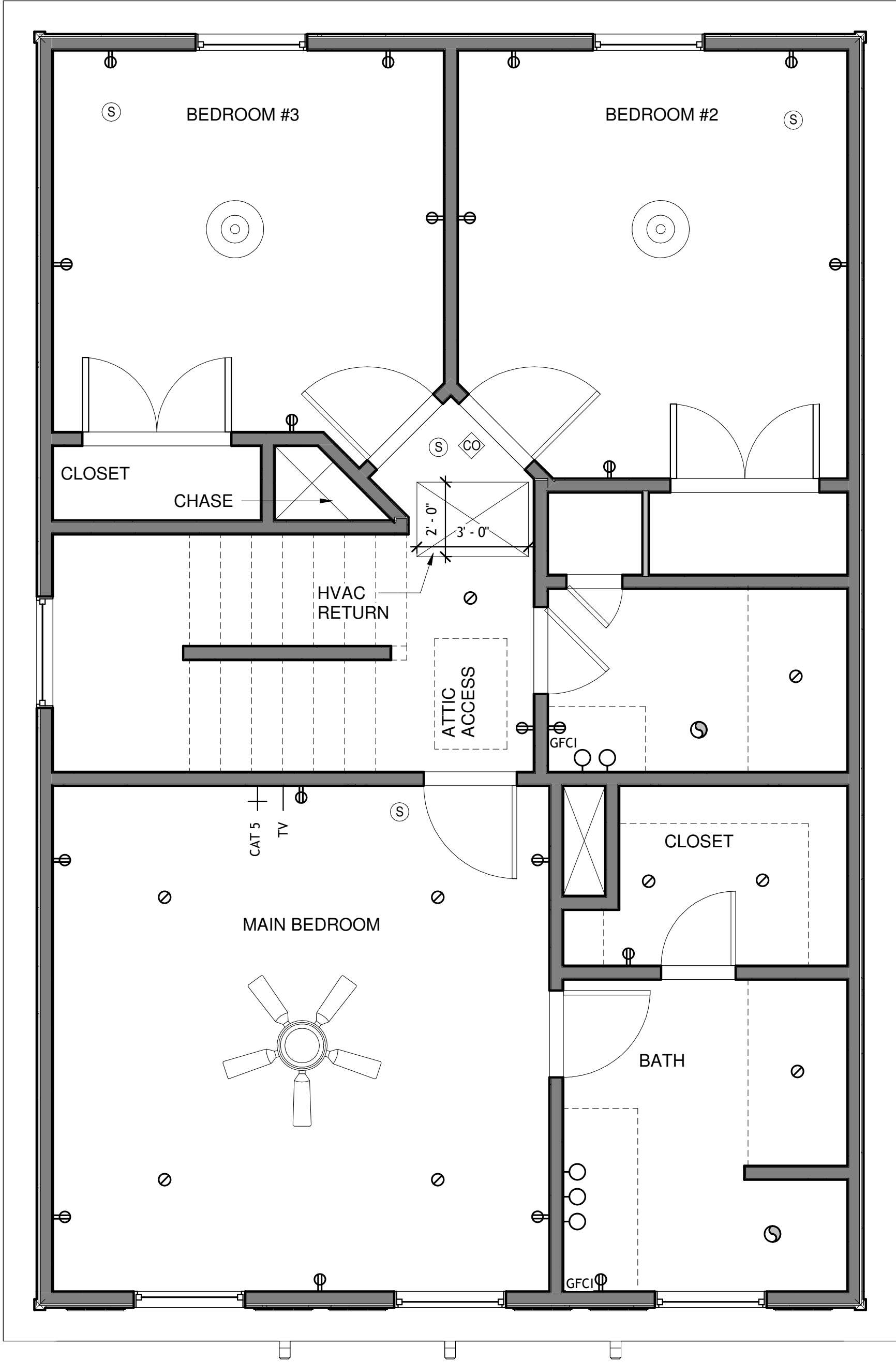
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704-598-7926
CODYGAT@GMAIL.COM

SLATE
BUILDING GROUP

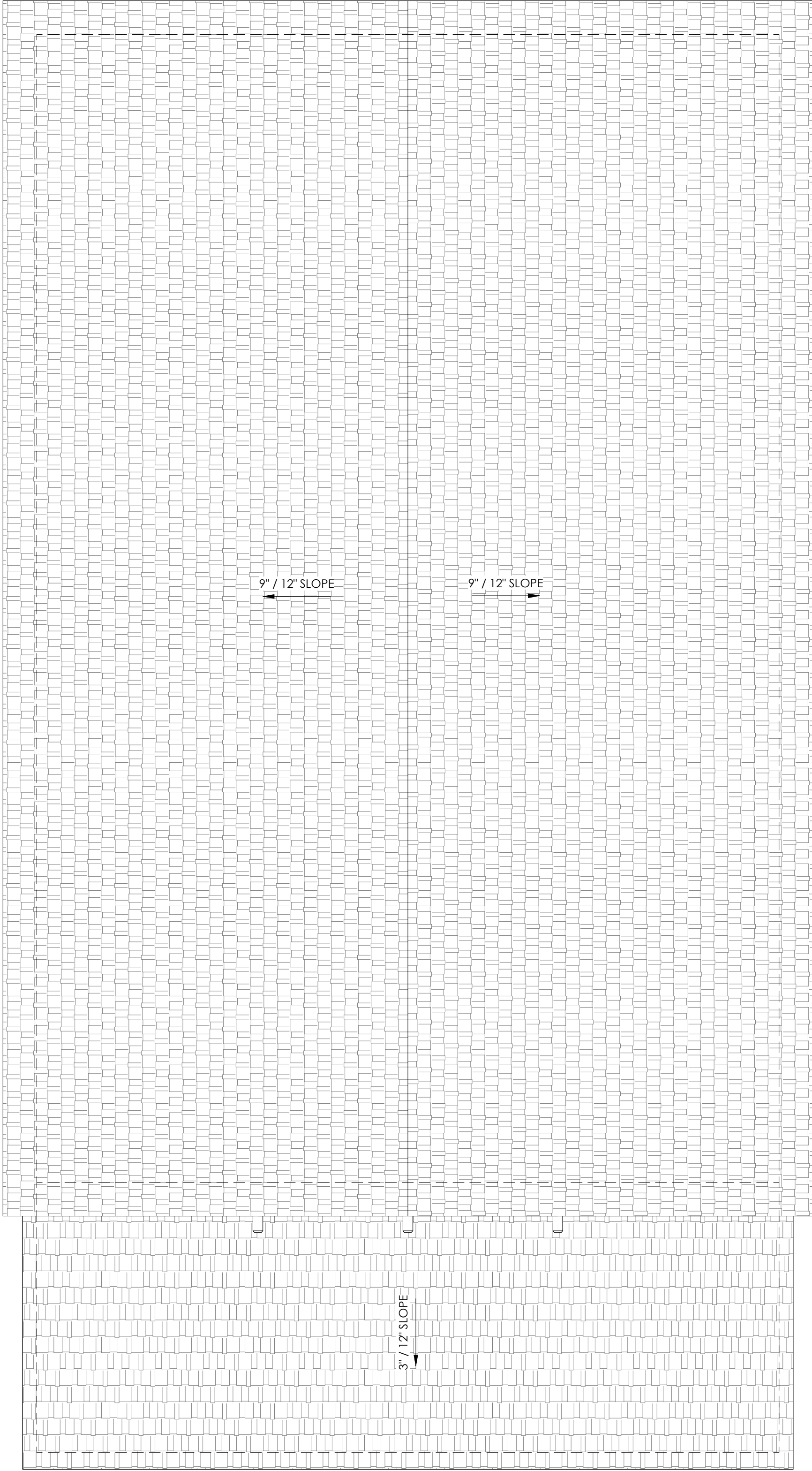


1 1ST FLOOR
3/8" = 1'-0"

CEILING PLAN LEGEND					
	SMOKE ALARM		DISK LIGHT		WALL MOUNTED LIGHT
	CARBON MONOXIDE DETECTOR		PENDANT LIGHT		EXTERIOR SCONCE LIGHT
	OUTLET LOCATION		CEILING MOUNTED LIGHT		EXTERIOR FLOOD LIGHT FIXTURE
	TV		EXHAUST FAN		CEILING FAN W/ LIGHT
	CAT 5		TROUGH LIGHT		



2 2ND FLOOR
3/8" = 1'-0"



3 ROOF
3/8" = 1'-0"

CEILING PLANS

SCALE: As indicated

ISSUE	DATE
REVIEW SET	10/24/24

REVISION	DATE

SHEET
200

THE DUBLIN

DESIGN DRAWINGS
COMPLETED BY:
CODY GATLIN
CODY GATLIN DESIGN, INC.
IRON STATION, NC
704-998-7926
CODYGAT@GMAIL.COM

SLATE BUILDING GROUP

 <p>3556 CENTRE CIRCLE, SUITE A FORT MILL, SC 29715 OFFICE: 844.861.5563 WWW.TIDEMARKLAND.COM NC FIRM C-4291 / SC COA 5634</p>		<p><u>SURVEY MADE AT</u> <u>REQUEST OF:</u> BETTER PATH HOMES LLC</p>		<p><u>AS RECORDED IN:</u> DEED BOOK: 4998 PAGE: 1088 PLAT BOOK: 1 PAGE: 75</p>		<p><u>SITE ADDRESS:</u> NORTH GOULD AVENUE CITY OF BESSEMER NORTH CAROLINA, 28016 GASTON COUNTY</p>	
1093-0040 Job No.	KRS Drawn By	≥ 1:10,000+ Error of Closure	1"=60' Drawing Scale	120960 Tax Parcel Number	110 N GOULD AVE Drawing File Name	1 of 1 Sheet Number	7/30/2024 Date

PARCEL #:

PROPOSED DETACHED RESIDENTIAL
TOTAL SITE AREA: 0.86 AC
ZONED: NR
PROPOSED LOTS = 3
PROPOSED DENSITY = 3.49 UNITS/ACRE

BETTER PATH HOMES, LLC
NICK PETRIE
10935 WINDS CROSSING DR, STE 300
CHARLOTTE, NC 28273
(631) 252-4887
nick.petrie@choosebetterpath.com

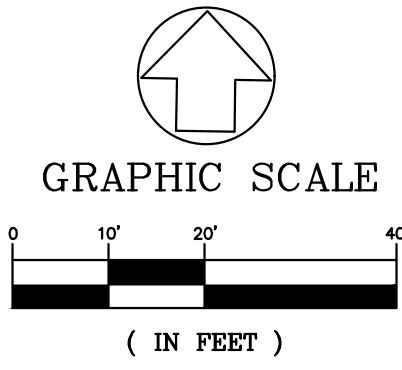
GATEWAY DESIGN GROUP, PLLC
SETH BARRIER, P.E.
8516 FOXBRIDGE DR
WEDDINGTON, NC 28104
(704) 796-4560
seth@gatewaydesigngroup.com

MIN. LOT SIZE: 12,000 SF
FRONT SETBACK: 20 FT
CORNER SETBACK: 20 FT
SIDE SETBACK: 12 FT
REAR SETBACK: 30 FT

THIS PROPERTY IS NOT LOCATED WITHIN A
WATERSHED

THE PROPERTY LIES WITHIN ZONE X, PER FIRM
COMMUNITY MAP NUMBER 3710351600J.

LANDSCAPING SHALL COMPLY WITH ALL OF BESSEMER CITY STANDARDS PER UNIFIED DEVELOPMENT ORDINANCE.



PERIMETER TREE REQUIREMENTS:
SHOW LINEAR FEET OF ROAD FRONTAGE ALONG PUBLIC MAINTAINED RIGHT-OF-WAY, INCLUDING DRIVEWAYS. CALCULATE ONE LARGE CANOPY TREE EVERY 40 LINEAR FEET OR FACTION THEREOF, OR IF OVERHEAD POWER IS PRESENT, ONE UNDERSTORY TREE EVERY 30 FEET OR FACTION THEREOF.

STREET: **N GOULD AVE / 250 LFT = 7 TREES REQUIRED / 7 TREES PROVIDED**

1. EXISTING BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN IN THIS PLAN IS BASED UPON A COMBINATION OF A SURVEY PROVIDED AND GIS DATA. GATEWAY DESIGN GROUP DOES NOT REPRESENT OR WARRANT ANY INFORMATION PREPARED BY THE SURVEYOR.
2. THE CIVIL ENGINEER AND THE OWNER DISCLAIM ANY ROLE IN THE CONSTRUCTION MEANS AND/OR METHODS ASSOCIATED WITH THE PROJECT AS SET FORTH IN THESE PLANS.
3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO ENFORCE SAFETY MEASURES OR REGULATIONS. THE CONTRACTOR SHALL DESIGN, CONSTRUCT, AND MAINTAIN ALL SAFETY STANDARDS, LAWS, AND REGULATIONS.
4. CONTRACTOR SHALL NOTIFY GATEWAY DESIGN GROUP 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
5. ALL LOCAL, MUNICIPAL, AND STATE LAWS, RULES, AND REGULATIONS GOVERNING OR RELATING TO ANY PORTION OF THIS WORK ARE HEREBY INCORPORATED INTO AND MADE PART OF THE PROJECT CONTRACT DOCUMENTS AND THEIR PROVISIONS SHALL BE CARRIED OUT BY THE CONTRACTOR.
6. DO NOT SCALE DRAWINGS IN THIS SET. ALL WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER THE DIMENSIONS SHOWN ON THE PLANS, SECTIONS, PROFILES, AND DETAILS. IN THE EVENT OF DISCREPANCIES, THE CONTRACTOR SHALL REQUEST CLARIFICATION FROM THE CIVIL ENGINEER AND/OR OWNER'S REPRESENTATIVE.

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7. IF DEPARTURES FROM THE PROJECT DRAWINGS OR SPECIFICATIONS ARE DEEMED NECESSARY BY THE CONTRACTOR, DETAILS OF SUCH DEPARTURES AND REASONS THEREOF SHALL BE SUBMITTED TO THE CIVIL ENGINEER AND/OR OWNER'S REPRESENTATIVE FOR REVIEW. NO DEPARTURES FROM THE CONTRACT DOCUMENTS SHALL BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE CIVIL ENGINEER AND/OR OWNER'S REPRESENTATIVE.
8. THE SURVEYOR SHALL REPORT ANY ENCROACHMENTS OR DISCREPANCIES GENERATED BY THE SITE PLAN REPRESENTATIVE ANY DEVELOPMENT REQUIREMENTS SPECIFIED BY THE SITE PLAN TO THE CIVIL ENGINEER AND/OR OWNER'S REPRESENTATIVE PRIOR TO ANY ACTUAL CONSTRUCTION.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING ANY EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF ANY WORK. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CIVIL ENGINEER AND/OR OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES OR CONFLICTS.
10. ALL SUB-SURFACE UTILITIES IDENTIFIED ON THE CONSTRUCTION DOCUMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATION BASED ON SURVEY INFORMATION GATHERED FROM FIELD INSPECTION AND/OR ANY OTHER APPLICABLE RECORD DRAWINGS WHICH MAY BE AVAILABLE. THE CONTRACTOR SHALL CONDUCT A FIELD LOCATION AT ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF ANY WORK. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE CIVIL ENGINEER AND/OR OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES OR CONFLICTS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING, COORDINATING AND PAYMENT FOR ALL NECESSARY LOCATING SERVICES INCLUDING UNDERGROUND LOCATING SERVICES. THE CONTRACTOR SHALL PROVIDE NOTICE OF EXCAVATION TO NOTIFICATION CENTER AND FACILITY OWNERS (PER CC STATUTE) NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE CONTRACTOR'S WORKING DAYS PRIOR TO BEGINNING DEMOLITION, EXCAVATION OR ANY OTHER FORM OF CONSTRUCTION.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RELOCATION OF ANY EXISTING UTILITY LINES REQUIRED TO COMPLETE ANY PORTION OF CONSTRUCTION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE COORDINATION AND COSTS OF THE RELOCATION AND ASSOCIATED WORK.
13. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, LANDSCAPING, AND FEATURES TO REMAIN ON AND/OR ADJACENT TO THE PROJECT SITE DURING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGE TO EXISTING UTILITIES, LANDSCAPING, AND FEATURES TO REMAIN AT THE CONTRACTOR'S OWN EXPENSE. ALL DAMAGED ELEMENTS RESULTING FROM CONTRACTOR OPERATIONS OR NEGLIGENCE.
14. THE CONTRACTOR SHALL BE RESPONSIBLE TO IMMEDIATELY REPAIR ANY ACTIVE UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT CONTRACTOR'S EXPENSE.
15. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE PUBLIC R/W (RIGHT-OF-WAY) IN ACCORDANCE WITH THE STANDARDS OF THE NCDOT.
16. THE CONTRACTOR SHALL CONTACT THE UTILITY COMPANY TO RELOCATE/REPLACE ANY EXISTING UTILITY AND/OR LIGHT POLES. ALL EXISTING FACILITIES WHICH CONFLICT WITH THE IMPROVEMENTS UNDER THE CONTRACT SHALL BE RELOCATED AT THE CONTRACTOR'S EXPENSE.
17. ALL TESTING SHALL BE PERFORMED BY A QUALIFIED TESTING LABORATORY, EMPLOYED AND PAID DIRECTLY BY THE OWNER. TESTING SHALL BE PERFORMED, AT A MINIMUM, IN ACCORDANCE WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT. IN THE EVENT THE RESULTS OF THE INITIAL TESTING DO NOT COMPLY WITH THE PLANS AND THE SPECIFICATIONS, SUBSEQUENT TEST NECESSARY TO DETERMINE THE ACCEPTABILITY OF CONSTRUCTION SHALL BE AT THE CONTRACTOR'S EXPENSE. ELEMENTS FOUND TO BE DEFICIENT IN STRENGTH OR THICKNESS SHALL BE REMOVED AND REPLACED SOLELY AT THE EXPENSE OF THE CONTRACTOR.
18. PRIOR TO BEGINNING CONSTRUCTION, THE GENERAL CONTRACTOR SHALL VERIFY THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED FROM ALL REGULATORY AUTHORITIES.
19. GENERAL CONTRACTOR SHALL MAINTAIN THE SITE IN A MANNER SO THAT WORKMEN AND PUBLIC ARE PROTECTED FROM INJURY.
20. THE GENERAL CONTRACTOR SHALL CONTACT ALL OWNERS OF EASEMENTS, UTILITIES, AND RIGHT-OF-WAYS, PUBLIC AND PRIVATE, PRIOR TO WORKING IN THESE AREAS.
21. ANY DISCREPANCIES FOUND IN THE FIELD SHALL BE CALLED TO THE ATTENTION OF THE OWNER OR ENGINEER PRIOR TO PROCEEDING WITH WORK.
22. ALL DRAINAGE FACILITIES, CURB CUTS, AND CURB RAMPS MUST BE CONSTRUCTED IN COMPLIANCE WITH THE NCDOT AND LAND DEVELOPMENT STANDARDS MANUAL AND COORDINATED WITH COUNTY ENGINEERING DEPARTMENT.
23. CONTRACTOR TO OBTAIN BUILDING DEMOLITION PERMIT AS REQUIRED PER ALL APPLICABLE REGULATIONS.

1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING APPROVED UTILITY PLANS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. ALL PROPOSED UTILITIES SHALL BE CONSTRUCTED, INSPECTED, TESTED, AND CERTIFIED IN ACCORDANCE WITH AGENCY SPECIFICATIONS.
3. ALL UTILITY CROSSINGS SHOULD BE VERIFIED IN THE FIELD BY DEVELOPER AND CONTRACTOR.
4. EXISTING WATERMAIN LOCATION SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. ENGINEER OF RECORD SHALL BE CONTACTED IF THE ACTUAL LOCATION DIFFERS FROM THE PLAN.

[illegible]


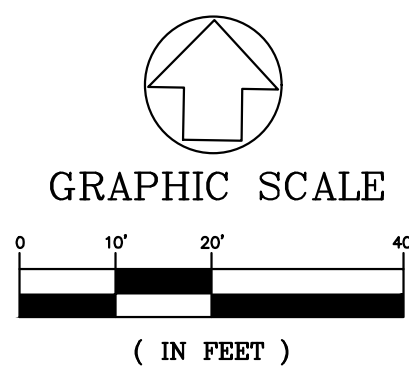


VICINITY MAP
N.T.S.



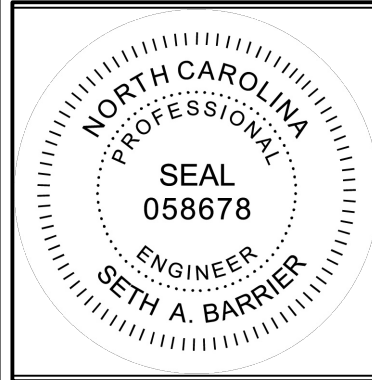
GRADING PLAN GENERAL NOTES:

1. GRADING MORE THAN ONE ACRE WITHOUT A PERMIT IS A VIOLATION AND SUBJECT TO FINES. GRADING AREAS OUTSIDE THE LIMITS SHOWN ARE A VIOLATION AND IS SUBJECT TO FINES.
2. ALL ELEVATIONS ARE IN REFERENCE TO THE BENCHMARK, AND THIS MUST BE VERIFIED BY THE GENERAL CONTRACTOR PRIOR TO CONSTRUCTION.
3. DO NOT WILLFULLY PROCEED WITH CONSTRUCTION OF DESIGN WHEN OBSTRUCTIONS OR GRADE DISCREPANCIES EXIST THAT CONFLICT WITH THE INFORMATION SHOWN ON THE EXISTING CONDITIONS AND PROPOSED PLANS, SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER AND OWNER'S REPRESENTATIVE FOR RESOLUTION. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
4. INTERIM GRADING SHALL BE PROVIDED THAT ENSURES THE PROTECTION OF STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, AND WASHOUT.
5. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE SO THAT RUNOFF WILL DRAIN AWAY FROM BUILDINGS, ACROSS PAVEMENT AND/OR LANDSCAPE AREAS TO NEW OR EXISTING STORM DRAIN INLETS, DRAINAGE SWALES, OR OVERLAND SHEET FLOW.
6. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION THE SOIL PER THE PROJECT GEOTECHNICAL ENGINEER'S SPECIFICATIONS. ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH THE PROJECT GEOTECHNICAL REPORT.
7. ALL FILL MATERIAL SHALL BE APPROVED BY THE PROJECT GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
8. ALL SLOPES SHALL BE NO STEEPER THAN 2:1, UNLESS NOTED OTHERWISE.
9. COORDINATE APPROPRIATE SLOPE STABILIZATION ON ALL SLOPES STEEPER THAN 2:1 WITH PROJECT GEOTECHNICAL ENGINEER.
10. CONTRACTOR SHALL BLENDE NEW EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
11. LIMITS OF CLEARANCE SHOWN ARE ON GRADING PLAN ARE BASED UPON THE APPROXIMATE CUT AND FILL SLOPE LIMITS OR OTHER GRADING REQUIREMENTS.
12. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED PROPERTY OWNERS.
13. ALL GRADING EARTHWORK IS SUBJECT TO 8% MIN. COMPACTION AND STANDARD NCDOT SPECIFICATIONS. FIELD COMPACTION SHALL BE BY PROCTOR METHOD. TEST METHOD AND METHODOLOGY ARE TO BE RECOMMENDED, TESTED, AND CERTIFIED BY GEOTECHNICAL ENGINEER. PRE-SUBMITTAL MEETING WITH CITY INSPECTOR AND GEOTECHNICAL ENGINEER IS REQUIRED PRIOR TO ANY EMBANKMENT WORK.
14. CONTRACTOR SHALL IMMEDIATELY REPORT TO OWNER OR ENGINEER ANY DISCREPANCIES FOUND BETWEEN FIELD CONDITIONS AND CONSTRUCTION DOCUMENTS AND SHALL WAIT FOR INSTRUCTION PRIOR TO PROCEEDING.
15. TOP 12" OF SUBGRADE OF BUILDING PADS TO BE COMPACTED TO MINIMUM 100% OF STD. PROCTOR MAXIMUM DRY DENSITY.
16. TOPSOIL AND OTHER UNSUITABLE MATERIALS MAY BE WASTED IN AREAS AS DIRECTED BY THE GEOTECHNICAL ENGINEER AND AS APPROVED BY THE OWNER. GRADING CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND OFF-SITE DISPOSAL OF EXCESS TOPSOIL AND OTHER UNSUITABLE MATERIAL.
17. IF ROCK IS ENCOUNTERED, THE ENGINEER AND OWNER SHALL BE NOTIFIED IMMEDIATELY.



**GATEWAY DESIGN
GROUP, PLLC**

8516 FOXBRIDGE DR WEDDINGTON, NC 28104
704-796-4560
NC FIRM # P-2147



NORTH GOULD AVE

[illegible]

Areas of Relief and Conditions of Approval

CD 03-2024 | N. Gould Ave. (PID 120960)

1. The proposed development shall follow the requirements of the City of Bessemer City Land Development Code with the added **Relief (R)** of:
 - a. Sidewalks- relief from installing sidewalks on either side of N. Gould Ave. in front of the three (3) new single-family homes. The Bessemer City Land Development Code (LDC) requires sidewalks for Major Subdivisions (Chapter 4, Section 4.5).
 - b. Stormwater- relief from installing stormwater curb and gutter. The Bessemer City Land Development Code (LDC) requires curb and gutter for subdivisions (Chapter 2, Section 4.2 & 4.4).
2. The following **Conditions (C)** will be applied to the development and agreed to by the developer with the vote of the City of Bessemer City Council to approve the rezoning:
 - a. Design Features- the developer agrees to install additional architectural features, including shutters, gable brackets, cedar columns, and stone veneer accents on the front elevation of each home.
 - b. Parking- the developer agreed to include additional space for parking to accommodate up to five (5) vehicles for each home (4 in the driveway; one in the garage).
3. All other requirements and standards stated within the City of Bessemer City Land Development Code (LDC) shall be followed.
4. The developer shall extend the City of Bessemer City water and sewer to and within the site, at their expense. The development will be served by City utilities: water and sewer.
5. All off-site utility easements, if necessary to provide utilities to the site, must be obtained by the developer, at their expense, prior to approval of construction plans, issuance of permits, or commencement of construction.
6. Conditional Zoning approval is valid for a period of twenty-four (24) months from the date of approval.

Nick Petrie
Better Path Homes, LLC

Becky Smith
Mayor

**PLAN CONSISTENCY & STATEMENT OF REASONABLENESS ZONING MAP AMENDMENT
CD 03-2024 | N. Gould Ave. (PID 120960)**

December 9, 2024

Pursuant to North Carolina General Statute (NCGS) §160D-605 the City of Bessemer City Council hereby approves and adopts the following Plan Consistency and Statement of Reasonableness for the rezoning of the Tax Parcel included with development application RZ 03-2024 within the City limits of Bessemer City, North Carolina as noted and depicted on the proposed Official Zoning Map.

Said zoning change is consistent with the goals and values established by the City Council adopted in 2023.

The City Council created a mission and vision statement that included the following six values: 1. Accountability, 2. Ethics, 3. Community Dependability, 4. Honesty, 5. Respect, 6. Open-Mindedness. These rezoning's are consistent with these values.

The City Council created a mission and vision statement that included the following five goals: 1. Promote a desirable place to live and work that provides a healthy quality of life, 2. Ensure a safe and secure community for residents and visitors, 3. Invest in a high quality infrastructure to support a thriving and diverse economy, 4. Provide opportunities for citizen engagement and promote volunteerism, 5. Foster organizational sustainability that embraces innovation and creativity. These rezoning's are consistent with these goals.

Said rezoning is consistent with the City of Bessemer City 2020 Vision Plan and the City of Bessemer City Planning and Economic Development Comprehensive Land Use Vision Map adopted by the City Council in 2019. The proposed rezoning is are consistent with the existing adjacent land uses as designated on the official land use map.

The proposed map amendments would not be detrimental to the city and ETJ.

The physical conditions that make the rezoning reasonable provide residential growth opportunities with new development in areas that are currently limited due to current zoning. Rezoning is in the best interest of the public to increase and maximize property values to provide for future infrastructure and amenities.

Therefore, the requested rezoning is reasonable and in the public's interest.

Upon a motion that the application is consistent with the Bessemer City Planning and Economic Development Comprehensive Land Use Vision.

Approved and adopted this the 9th day of December 2024.

(ATTEST)

Hydeia Hayes, City Clerk

Becky S. Smith, Mayor

(APPROVED AS TO FORM)

David Smith, City Attorney



**AN ORDINANCE AMENDING OFFICIAL ZONING MAP OF THE
CITY OF BESSEMER CITY.**

WHEREAS, after proper notification a Public Hearing was held before the Bessemer City Council on December 9, 2024, to consider a proposed amendment to the City of Bessemer City Zoning Map. On November 4th, 2024, the Bessemer City Planning Board voted to recommend the City Council approve the proposed zoning map amendment.

WHEREAS, after a _____ vote, the City Council of Bessemer City approved a zoning map change to the Official City of Bessemer City Zoning Map reflected in application CD 03-2024.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bessemer City, that the Official City of Bessemer City Zoning Map is amended to reflect the adopted changes as written below.

1. Tax Parcel 120960 is rezoned from Neighborhood Residential (NR) to Neighborhood Residential Conditional District (NR-CD).

Effective Date

This Ordinance shall become effective upon its adoption by the City Council of the City of Bessemer City, North Carolina.

Adopted by City Council this 9th Day of December, 2024.

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk

**City of Bessemer City, North Carolina
General Rezoning Staff Report**

CD 06-2024 | Yellow Jacket Lane Townhome Project

Planning Board Agenda Item December 2nd, 2024

City Council Agenda Item December 9th, 2024

Applicant:

Kent Olson (Development Solutions Group, LLC)

Request:

To review and make a recommendation on rezoning conditions of PID 151678 totaling 6.26 acres zoned Urban Residential- Conditional District (UR-CD). The intent of the property owner is to be subdivided into a 63 townhomes major subdivision.

Background Information:

The property requested for zoning map amendment is assigned by the Gaston County Tax Mapping Department with PID 151678 and is approximately 6.26 acres.

City staff met with the property owner, Development Solutions Group, LLC, to discuss Conditions (C) and Reliefs (R) approved with PID 151678's rezoning request that took place in May 2024 after several meetings with City Council and the Planning Board. The owner of the property has indicated to staff that the following condition inhibits their ability to market the property for development. They also indicated they were not aware of the requirement for the developer to pay for the infrastructure; rather, that thought the condition only required the developer to ensure that natural gas appliances were offered in units.

Existing Condition (C) Requesting to be Removed:

"Developer will commit to servicing the project with Natural Gas utility service, the developer will be financially responsible for the infrastructure expansion."

The developer further expressed their desire to voluntarily add a Condition (C) of a "Pay in Lieu" to the City for a specified project or area (see *CD 06-2024 Areas of Relief and Conditions of Approval*).

All other project requirements originally adopted apply.

Staff Recommendation:

Approve rezoning as requested.

Exhibits:

Yellow Jacket Lane Townhome Project Rezoning Application Packet

Recommended Effective Date: December 9, 2024

Areas of Relief and Conditions of Approval
CD 06-2024 | Yellow Jacket Lane Townhomes (PID 151678)

1. The proposed development shall follow the requirements of the City of Bessemer City Land Development Code with the added **Relief (R)** of:
 - a. Acreage- Allowing the development for multifamily use on one lot that is excess of three (3) acres (LDC 2.8.C). The development shall be on a 6.26 acre parcel (PID 151678).
 - b. Density- Allowing for an excess of eight (8) units per acre, which is more than the density limits as permitted in the LDC (LDC 3.2.A.E.) The development shall not exceed ten (10) units per acre and 63 units.
 - c. Open Space- Relief of the open space requirement. LDC 4.8.B. requires 1/35 of an acre per dwelling unit be dedicated to open space, no less than 2 acres. The development is proposing 1.5 acres of open space.
 - d. Relief from front setback requirements provided in section 3.2.A of the Bessemer City Land Development Code.
2. The following **Conditions (C)** will be applied to the development and agreed to by the developer with the vote of the City of Bessemer City Council to approve the rezoning:
 - a. Offset Residential Units- the developer shall offset units at the intersection of M.L. Kiser Road and Besstown Road.
 - b. Pay in Lieu- the developer shall pay \$25,000 to the City for the following purpose:
 - i. Funding for the new Bessemer City Fire Department
 - c. ~~Developer will commit to servicing the project with Natural Gas utility service, the developer will be financially responsible for the infrastructure expansion.~~
3. All other multifamily design standards stated within the City of Bessemer City Land Development Code shall be followed.
4. The developer shall extend the City of Bessemer City water and sewer to and within the site, at their expense. The development will be served by City utilities: water and sewer.
5. All off-site utility easements, if necessary to provide utilities to the site, must be obtained by the developer, at their expense, prior to approval of construction plans, issuance of permits, or commencement of construction.
6. Conditional Zoning approval is valid for a period of twenty-four (24) months from the date of approval.

Kent Olson
 Development Solutions Group, LLC

Becky Smith
 Mayor

PLAN CONSISTENCY & STATEMENT OF REASONABLENESS ZONING MAP AMENDMENT
CD 05-2024 | Yellow Jacket Lane Townhome Project | PID 151678

December 9, 2024

Pursuant to North Carolina General Statute (NCGS) §160D-605 the City of Bessemer City Council hereby approves and adopts the following Plan Consistency and Statement of Reasonableness for the rezoning of the Tax Parcel included with development application RZ 04-2024 within the City limits of Bessemer City, North Carolina as noted and depicted on the proposed Official Zoning Map.

Said zoning change is consistent with the goals and values established by the City Council adopted in 2023.

The City Council created a mission and vision statement that included the following six values: 1. Accountability, 2. Ethics, 3. Community Dependability, 4. Honesty, 5. Respect, 6. Open-Mindedness. These rezoning's are consistent with these values.

The City Council created a mission and vision statement that included the following five goals: 1. Promote a desirable place to live and work that provides a healthy quality of life, 2. Ensure a safe and secure community for residents and visitors, 3. Invest in a high quality infrastructure to support a thriving and diverse economy, 4. Provide opportunities for citizen engagement and promote volunteerism, 5. Foster organizational sustainability that embraces innovation and creativity. These rezoning's are consistent with these goals.

Said rezoning is consistent with the City of Bessemer City 2020 Vision Plan and the City of Bessemer City Planning and Economic Development Comprehensive Land Use Vision Map adopted by the City Council in 2019. The proposed rezoning is are consistent with the existing adjacent land uses as designated on the official land use map.

The proposed map amendments would not be detrimental to the city and ETJ.

The physical conditions that make the rezoning reasonable provide residential growth opportunities with new development in areas that are currently limited due to current zoning. Rezoning is in the best interest of the public to increase and maximize property values to provide for future infrastructure and amenities.

Therefore, the requested rezoning is reasonable and in the public's interest.

Upon a motion that the application is consistent with the Bessemer City Planning and Economic Development Comprehensive Land Use Vision.

Approved and adopted this the 9th day of December 2024.

(ATTEST)

Hydeia Hayes, City Clerk

Becky S. Smith, Mayor

(APPROVED AS TO FORM)

David Smith, City Attorney



132 W. Virginia Ave.
Bessemer City, NC 28016
(704) 629 – 5542 Ext. 1003

Item 9.

Staff Only:
Date Rec'd: 10/16/2023
Rec'd by: Nathan Hester
Case #: CD 03-2023

LAND DEVELOPMENT APPLICATION FORM

1. Application Type	✓	<u>Fee</u>	✓	<u>Fee</u>
• Sketch Plan/Plat (Major Sub):	_____		• Conditional Zoning (CZ)	700.00
• Preliminary Plat (Major Sub):	_____		• Special Use Permit (SUP)	_____
• Final Plat (Major Sub):	_____		• Text Amendment	_____
• Major Site Plan	_____		• Minor Site Plan	_____
• Construction Documents:	_____		• Minor Subdivision Plat	_____
• Recombination Plat	_____		• General Rezoning	_____
• Other: _____	_____			
Fee Total:				700.00

2. Project Information

Date of Application: 10/16/23 Name of Project: Yellow Jacket Lane Townhomes

Location: ML Kiser and Bess Town Road Property Size (acres): 6.26 # of Units/Lots: 68

Current Zoning: UR Proposed Zoning: CZ

Current Land Use: Vacant Proposed Land Use: Townhomes

Tax Parcel Number(s): 151678

Square Footage: N/A

3. Contact Information

Item 9.

Owner, Applicant, or Developer

Development Solutions Group, LLC

Address

11121 Carmel Commons Blvd #360

City, State Zip

Charlotte, NC 28226

Telephone

704-543-0760

Email

kent@olsondevelopment.com

Agent(s) (Engineer, Architect, Etc.)

LC3 Consulting

Address

320 Inland Cove Court

City, State Zip

Clover, SC 29710

Telephone

803-415-4866

Email

kcrowe@lc3consulting.com

4. The following items may also be required to be considered part of a complete application, please check all that apply on this list:

- ☒ **Signed “Original” application**
- ☒ **Project Fee(s)** – See Fee Schedule
- ☒ **Written Summary/Description of Request** can be on company letterhead. Shall include requested use or uses, sq. feet of non-residential space, or density and number of units/lots for residential, or any other applicable information. For CZ’s, must also describe any variations proposed from the Land Development Code
- ☒ **Property Survey** (at least one copy), including existing buildings, topography, wetlands, streams, vegetation (trees over 18” in diameter), and other natural features.
- ☒ **Site/sketch plan** (at least one copy), may contain multiple pages and must be drawn to scale by an engineer or landscape architect. Shall include locations of buildings and/or lots, streets, parking, proposed grading, landscaping/screening, open space, watershed/storm water information, associated storm water measures, and proposed utilities and lighting. Shall also include general information from adjoining lots
- ☒ **Illustrative (color) site/sketch plan** for presentation purposes with same layers as described above
- ☒ **Architectural elevations, Perspective Renderings, and Architectural Review Board Checklist** may include multiple pages and must be drawn to scale by an architect. Include all primary and accessory buildings (all building sides), an illustrative color package, and black and white w/dimensions. Other architectural elements/features of the site such as gazebos, trellis’s, garden walls, retaining walls, or other items over 4-feet in height must also be included (NOT REQUIRED, BUT OPTIONAL FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENTS).
- ☒ **Illustrative (color) elevations** for presentation purposes for all items described above, as well as perspective (3D) renderings and photograph examples
- ☒ **Digital Files** of all items listed above

Last Update: 07/06/2021

Signature: _____ Printed Name: _____ Date: _____



October 15, 2023

Bessemer City
132 W. Virginia Ave
Bessemer City, NC 28016

RE: Rezoning Request

Dear Planning Board, Council and Staff:

LC3 Consulting, on behalf of Development Solutions Group, hereby requests the rezoning of parcel number 151678. We request that the property be rezoned from UR to CZ to allow for the development of 63 townhomes as depicted on the provided rezoning drawings.

The parcel is approximately 6.26 acres and we have requested a unit count of 63 units (10.1 units/acre).

Please let me know if you need further clarification.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kyle J. Crowe", is written over a light blue rectangular background.

Kyle J. Crowe, PE



October 15, 2023

Bessemer City
132 W. Virginia Ave
Bessemer City, NC 28016

RE: Preliminary Traffic Analysis for Yellow Jacket Lane Townhomes

Dear Planning Board, Council and Staff:

LC3 Consulting has done a preliminary analysis of the impact anticipated to the surrounding traffic for this project and have determined the following based on the current edition of the ITE:

- Proposed Trips Per Day from Development: 459
- Proposed New Trips During Peak AM: 58
- Proposed New Trips During Peak PM: 52

Due to the threshold requiring a TIA has not been met per City Code, a traffic impact study is not required.

Please let me know if you need further clarification.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kyle J. Crowe", is written over a light blue rectangular background.

Kyle J. Crowe, PE

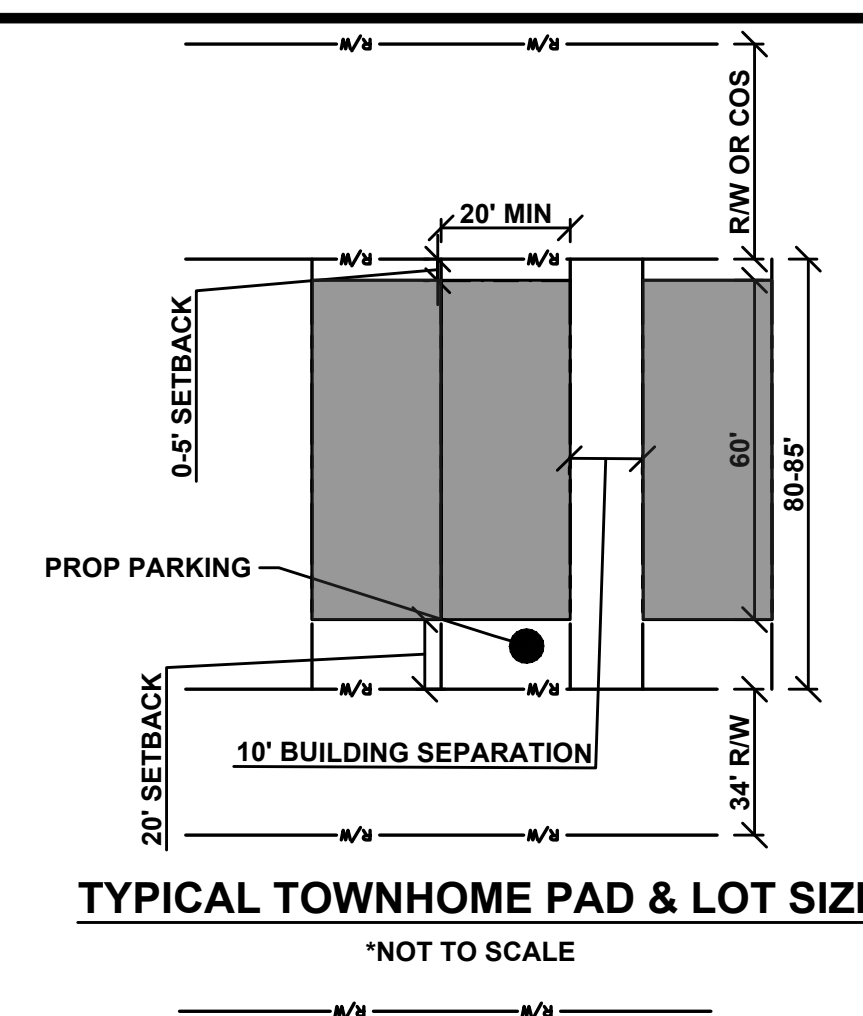


DEVELOPER

NAME: DEVELOPMENT SOLUTIONS GROUP, LLC
KENT OLSON
ADDRESS: 11121 CARMEL COMMONS BLVD #360
CHARLOTTE, NC 28226
PHONE #: (704) 543-0760
EMAIL: KENT@OLSONDEVELOPMENT.COM

ENGINEER

NAME: LC3 CONSULTING
KYLE CROWE, PE
ADDRESS: 320 INLAND COVE COURT
CLOVER, SC 29710
PHONE #: (803) 415-4866

**SITE STATISTICS:**

TOTAL NUMBER UNITS:	63 TOWNHOMES
COMMON OPEN SPACE PROVIDED:	±1.5 ACRES
CITY:	BESSEMER CITY
COUNTY:	GASTON
STATE:	NORTH CAROLINA
PARCEL #:	151678
PROJECT AREA:	6.26 ACRES
ZONING:	
EXISTING :	UR
PROPOSED:	CZ
EXISTING LAND USE:	VACANT
PROPOSED LAND USE:	TOWNHOMES
MINIMUM SETBACKS:	
FRONT	0-5'
SIDE	5'
SIDE (CORNER)	5'
REAR	20'

THIS PLAN IS ONLY INTENDED TO BE A CONCEPTUAL SITE PLAN TO SHOW PROPOSED DENSITY AND PROJECT INTENTION. THERE MAY BE CHANGES DURING CONSTRUCTION DOCUMENT PRODUCTION THAT COULD RESULT IN THE CHANGE IN BUILDING CONFIGURATION, QUANTITY, MINIMUM SIZE AND ORIENTATION OF ROAD/LOTS/BUILDINGS. AMENITIES ARE SUBJECT TO CHANGE AS WARRANTED BY THE MARKET AT THE TIME OF CONSTRUCTION

[illegible]

DATE:	SEPTEMBER 2023
LC3 PROJ. #	DSG-0019

<p>SCALE</p> <p>HORIZONTAL: 1"=40'</p> <p>VERTICAL: N/A</p>	<p>RZ.1</p> <p>DRAWING NUMBER</p> <p>X</p> <p>REVISION</p>
--	--

**NOT FOR
CONSTRUCTION**



POTENTIAL TOWNHOME ELEVATIONS

POTENTIAL AMENITIES



LC3
CONSULTING
320 INLAND COVE COURT
CLOVER, SC 29710
PHONE: (803) 415-4866
NC LICENSE: F-1485
LC3CONSULTING.COM

**TOWNHOME DEVELOPMENT
YELLOW JACKET LANE
BESSEMER CITY, NC**

REZONING EX. CONDITIONS PLAN

DSG

Development
Solutions
Group[illegible]

DATE:	SEPTEMBER 202
LC3 PROJ. #	DSG-001

SCALE

HORIZONTAL
1"=40'

RZ.2

DRAWING NUMBER

	X
--	---

**NOT FOR
CONSTRUCTION**





LC3
CONSULTING
320 INLAND COVE COURT
CLOVER, SC 29710
PHONE: (803) 415-4866
NC LICENSE: F-1485
LC3CONSULTING.COM

**TOWNHOME DEVELOPMENT
YELLOW JACKET LANE
BESSEMER CITY, NC**

REZONING TOPOGRAPHIC PLAN

DSG
Development
Solutions
Group

[illegible]

DATE:	SEPTEMBER 2023
LC3 PROJ. #	DSG-0019

<p>SCALE</p> <p>HORIZONTAL: 1"=40'</p> <p>VERTICAL: N/A</p>	<p>RZ.3</p> <p>DRAWING NUMBER</p> <p>X</p> <p>REVISION</p>
--	--

**NOT FOR
CONSTRUCTION**

40



G:\SHARED DRIVES\LC3 CONSULTING\PROJECTS\DEVELOPMENT SOLUTIONS GROUP\DSC-0019 (YELLOW JACKET)\DRAWING FILES\YELLOW JACKET REZONING.DWG ---- 10/14/2023 18:47:10








LC3
CONSULTING
320 INLAND COVE COURT
CLOVER, SC 29710
PHONE: (803) 415-4866
NC LICENSE: F-1485
LC3CONSULTING.COM

**TOWNHOME DEVELOPMENT
YELLOW JACKET LANE
BESSEMER CITY, NC**

REZONING LANDSCAPE PLAN

DSG

**Development
Solutions
Group**

PLANT SCHEDULE						
CANOPY TREE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	HEIGHT
	6	PLATANUS X ACERIFOLIA 'BLOODGOOD'	BLOODGOOD LONDON PLANE TREE	B & B	2" CAL.	8'-10' HT.
	24	QUERCUS PHELLOS	WILLOW OAK	B & B	2" CAL.	8'-10' HT.
LOT TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	HEIGHT
	9	LIQUIDAMBAR STYRACIFLUA 'SLENDER SILHOUETTE'	SLENDER SILHOUETTE SWEET GUM	B & B	2" CAL.	8'-10' HT.
	11	QUERCUS SHUMARDII	SHUMARD OAK	B & B	2" CAL.	8'-10' HT.
	3	ULMUS AMERICANA 'PRINCETON'	PRINCETON AMERICAN ELM	B & B	2" CAL.	8'-10' HT.

LANDSCAPE NOTES:

- 1. ALL PLANT MATERIAL SHALL BE PER APPENDIX C, "LIST OF ACCEPTABLE TREE AND SHRUB SPECIES" OF THE BESSEMER CITY LAND DEVELOPMENT CODE.
- 2. BUFFER PLANTING SHALL BE PROVIDED PER SECTION 3.5.C OF THE BESSEMER CITY LAND DEVELOPMENT CODE.
- 3. STREET TREES PROVIDED PER SECTION 3.5.D OF THE BESSEMER CITY LAND DEVELOPMENT CODE.
- 4. ONE (1) CANOPY TREE FOR EACH FORTY (40) LINEAR FEET OF FRONTAGE
- 5. FOUNDATION PLANTINGS TO BE PER SECTION 3.5.F.1 OF THE BESSEMER CITY LAND DEVELOPMENT CODE.
- 6. UTILITY BOXES AND HVAC UNITS SHALL BE SCREENED PER SECTION 3.5.F.2 OF THE BESSEMER CITY LAND DEVELOPMENT CODE.
- 7. RESIDENTIAL CANOPY TREES PROVIDED PER SECTION 3.5.F.3 OF THE BESSEMER CITY LAND DEVELOPMENT CODE.

DATE:	SEPTEMBER 2023
LC3 PROJ. #	DSG-0019

SCALE

HORIZONTAL
1"=40'

VERTICAL
1"=40'

RZ.4

X
REVISION

**NOT FOR
CONSTRUCTION**

DSG
Development
Solutions
Group

[illegible]

DATE:	SEPTEMBER 2023
LC3 PROJ. #	DSG-0019

<p>SCALE</p> <p>HORIZONTAL: 1"=40'</p> <p>VERTICAL: N/A</p>	<p>RZ.5</p> <p>DRAWING NUMBER</p> <p>X</p> <p>REVISION</p>
--	--

**NOT FOR
CONSTRUCTION**



POTENTIAL TOWNHOME ELEVATIONS



POTENTIAL AMENITIES

G:\SHARED DRIVES\LC3 CONSULTING\PROJECTS\DEVELOPMENT SOLUTIONS GROUP\DSG-0019 (YELLOW JACKET)\DRAWING FILES\YELLOW JACKET REZONING.DWG ----- 10/14/2023 18:47:24



**AN ORDINANCE AMENDING OFFICIAL ZONING MAP OF THE
CITY OF BESSEMER CITY.**

WHEREAS, after proper notification a Public Hearing was held before the Bessemer City Council on December 9, 2024, to consider a proposed amendment to the City of Bessemer City Zoning Map. On December 2nd, 2024, the Bessemer City Planning Board voted to recommend the City Council approve the proposed zoning map amendment.

WHEREAS, after a _____ vote, the City Council of Bessemer City approved a zoning map change to the Official City of Bessemer City Zoning Map reflected in application CD 06-2024.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bessemer City, that the Official City of Bessemer City Zoning Map is amended to reflect the adopted changes as written below.

1. Tax Parcel 151678 is rezoned from Urban Residential Conditional District (UR-CD) to Urban Residential Conditional District (UR-CD).

Effective Date

This Ordinance shall become effective upon its adoption by the City Council of the City of Bessemer City, North Carolina.

Adopted by City Council this 9th Day of December, 2024.

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



**RESOLUTION DECLARING PROPERTY SURPLUS AND
AUTHORIZING THE DISPOSITION OF SAID PROPERTY**

WHEREAS, the City Council of the City of Bessemer City, North Carolina has determined that the City owns certain property that has become surplus for its current needs; and

WHEREAS, the property is described as follows:

- 11: X26P Tasers.
- 19: X26P Taser cartridges.
- 11: Axon Body cameras.
- 11: In car cameras.
- 15: Kenwood NEXEDGE handheld radios with accessories.
- 10: Motorola HT1250 handheld radios with accessories.
- 19: Kenwood NX-820HG in-car radio.
- 2: Kenwood NX-5800K detachable face in-car radio.
- 3: Kenwood NX-5800K in-car radio.

WHEREAS, General Statute §160A-266 permits the City to sell such property by private sale, upon authorization by the City Council at a regular meeting and notice to the public; and

WHEREAS, General Statute §160A-271 permits the City to exchange such property for comparable property and not below tax value, upon authorization by the City Council at a regular meeting and notice to the public;

NOW, THEREFORE BE IT RESOLVED that the City Manager is hereby authorized to dispose of the aforementioned property by any means allowable including internet on-line offering, private sale or even exchange.

BE IT FURTHER RESOLVED that the property described in this resolution was declared surplus on December 9th, 2024

Adopted this the 9th day of December 2024

Becky S. Smith, Mayor

Attest:

Hydeia Hayes, City Clerk



**Capital Project Ordinance for the City of Bessemer City
Public Safety Project**

BE IT ORDAINED by the City Council of the City of Bessemer City that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project is hereby adopted:

Section 1. The project authorized is Bessemer City Public Safety Capital Project Ordinance, a public facility renovation and new construction project for the construction of a new fire station for the Bessemer City Fire Department, a renovation of the existing fire station for the Bessemer City Police Department, and renovations of City Hall for the Finance Department.

Section 2. This project will be paid for by Directed Grant Funds from the North Carolina General Assembly and other funds.

Section 3. The officers of this unit are hereby directed to proceed with the capital project with acceptance of sources and the budget contained herein.

Section 4. The following amounts are appropriated for the project:

Project Preliminary Expenses	\$ 2,150,000
Total Appropriations	2,150,000

Section 5. The following revenues are anticipated to be available to complete this project:

North Carolina General Assembly- Directed Grant	\$ 2,150,000
Total Revenues	2,150,000

Section 6. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to satisfy the requirements of the loan agency agreements and regulations.

Section 7. The Finance Officer is directed to report on the financial status of the project.

Section 8. The Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to the Governing Body.

Section 9. Copies of this Capital Budget Ordinance shall be furnished to the Clerk of the Governing Board and to the Finance Officer for direction in carrying out this project,

Adopted this the _____ of _____, 2024.

Becky S. Smith, Mayor

Hydeia Hayes, City Clerk



AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

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

SLK Realty LLC

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

The City of Bessemer City

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

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

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

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

(a) **"Property":** (Address) 112 West Virginia Avenue Bessemer City, NC 28016

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

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

(For information purposes: (i) the tax parcel number of the Property is: PID # 120802;
and, (ii) some or all of the Property, consisting of approximately .08 acres, is described in Deed Book
4728, Page No. 0850, Gaston County.)

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

\$ 230,000.00 (b) **"Purchase Price"** shall mean the sum of Two Hundred Thirty Thousand Dollars,

\$ 11,500.00 payable on the following terms:
(i) **"Earnest Money"** shall mean Eleven Thousand, Five Hundred Dollars
or terms as follows: _____

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

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

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

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

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

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

\$ _____

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

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

\$ 218,500.00

(iii) **Cash**, balance of Purchase Price, at Closing in the amount of Two Hundred Eighteen Thousand, Five Hundred Dollars.

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

(c) **"Closing"** shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before _____ or **15 Days from the end of Inspection Period**

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

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

70 Days from Contract Execution

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

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

MECA Commercial Real Estate ("Listing Agency"),
Sam Kline ("Listing Agent" - License # **286840**)
 Acting as: ☒ Seller's Agent; ☐ Dual Agent
 and **MECA Commercial Real Estate** ("Selling Agency"),
James Rice ("Selling Agent" - License # **348991**)
 Acting as: ☒ Buyer's Agent; ☐ Seller's (Sub) Agent; ☐ Dual Agent

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

132 West Virginia Avenue

Bessemer City, NC 28016-2373

e-mail address: **JRoss@BessemerCity.com** fax number: _____

except as same may be changed pursuant to Section 12.

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

6012 Bayfield Pkwy Suite 173

Concord, NC 28027

e-mail address: **snsrpm1@gmail.com** fax number: _____

except as same may be changed pursuant to Section 12.

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

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

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

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

Each party shall pay its own attorney's fees.

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

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

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

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

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

(c) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to

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review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

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

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

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

(a) A list of all Leases shall be set forth on **Exhibit C**. Seller represents and warrants, that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit C**;

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

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

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

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

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and

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Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

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

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

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

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

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

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

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Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

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

Section 15. Adverse Information and Compliance with Laws:

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

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

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

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

Initial
Buyer Initials SS Seller Initials _____ Page 7 of 9

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Revised 7/2022
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Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

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

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

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

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

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

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

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

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

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

Initial
Buyer Initials SS Seller Initials _____

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STANDARD FORM 580-T
Revised 7/2022
© 7/2022

BUYER:**Individual**Sohil Shah

Date: _____

Date: _____

Business EntitySLK Realty LLC

(Name of Entity)

Signed by:

By: _____

Name: Sohil ShahTitle: MemberDate: 12/6/2024**SELLER:****Individual**The City of Bessemer City

Date: _____

Date: _____

Business EntityThe City of Bessemer City, NC

(Name of Entity)

By: _____

Name: Josh RossTitle: City Manager

Date: _____

WIRE FRAUD WARNING

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

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

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

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

The City Clerk of Bessemer City

(Name of Escrow Agent)

Date: _____

By: _____

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

e-mail address: _____

fax number: _____

except as same may be changed pursuant to Section 12.

STATE OF NORTH CAROLINA
GASTON COUNTY

TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT

This TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 2024, by and between THE CITY OF BESSEMER CITY, a North Carolina municipal corporation (as “**Grantor**”) and MERITAGE HOMES OF THE CAROLINAS, INC., an Arizona corporation (as “**Grantee**”).

R E C I T A L S:

A. Grantor is the owner of that certain real property located at 555 Stinger Park Way in Bessemer City, North Carolina, located in Gaston County, as more fully described or depicted on Exhibit A attached hereto and incorporated herein by reference (hereinafter, the “**Grantor Property**”).

B. Situated and operated by Grantor on the Grantor Property is a public recreational park known as Stinger Park containing various public recreational amenities including baseball/softball fields, tennis and pickleball courts, playgrounds, green spaces and walking trails situated on approximately 37 acres (hereinafter, “**Stinger Park**”).

C. Grantee is the current owner or contract purchaser of certain parcels of land located adjacent to the southeast border of the Grantor Property, consisting of six (6) separate parcels, Parcel Nos. 304904, 306573, 306572, 306571, 306570 and 306569, as more fully described or depicted on Exhibit B attached hereto (collectively, the “**Grantee Property**”), which Grantee intends to develop into a new residential subdivision to be known as “Stewart Crossing” (hereinafter, the “**Subdivision**”).

D. As part of Grantee’s development obligations with respect to the Subdivision, Grantee will be required to construct, at Grantee’s sole expense: (i) a pedestrian bridge on the west end of the Grantee Property, which crosses over various wetlands and common area open space in order to connect pedestrian sidewalks to be developed in the Subdivision to Stinger Park on the Grantor Property (the “**Pedestrian Bridge**”), and (ii) a pedestrian walking trail on the Grantor Property, which connects the west end of the Pedestrian Bridge (at the boundary of the Grantor Property) to the existing walking trails in Stinger Park (hereinafter, the “**Pedestrian Trail Connection**”), as shown or depicted on the Preliminary Site Plan attached hereto as Exhibit C (the “**Site Plan**”). The Pedestrian Bridge and Proposed Pedestrian Trail shall hereinafter be referred to, collectively, as the “**Improvements**.”

E. In order to facilitate Grantee's development and construction of the Improvements, Grantee has requested from Grantor, and Grantor has agreed to grant to Grantee the following non-exclusive easements: (i) temporary access easement for pedestrian and vehicular ingress and egress to enter upon, over, across and through the streets and roads on the Grantor Property to the portion of the Grantor Property on which portions of the Improvements will be constructed (the "**Access Easement**"); and (ii) a temporary construction and grading easement (hereinafter, the "**Temporary Construction Easement**") on, over and across the portions of the Grantor Property described on Exhibit D-1 attached hereto, as depicted in the shaded area shown on Exhibit D-2 attached hereto, which area describes and depicts the portion of the Grantor Property on which certain structural aspects of the Pedestrian Bridge will be developed including, but not limited to, footings, abutments and/or portions of the foundation and the portion of the Grantor Property on which the Pedestrian Trail Connection is to be constructed, plus an area fifteen feet (15') in width on both sides of the area on the Grantor Property to contain the Pedestrian Trail Connection (collectively, the "**TCE Area**"), all in substantial conformity with the Site Plan, and subject to and in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of ten and no/100 Dollars (\$10.00) in hand paid by Grantee to Grantor, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Grantor hereby grants and conveys to Grantee and its contractors, subcontractors, agents, employees and representatives (collectively, the "**Grantee Parties**"), the Access Easement and Temporary Construction Easement (collectively, the "**Easements**") on a non-exclusive basis, on, over, across and through the existing public streets and roadways on the Grantor Property and the portion thereof described as TCE Area, in connection with Grantee's grading and construction activities on the Grantor Property and the Grantee Property, as needed in order to construct the Improvements, including, without limitation, the operation of heavy construction equipment and vehicles, and all other activities necessary or appropriate in connection with the site development necessary to complete the Improvements (collectively, the "**Construction Work**").

2. Term and Termination. The Access Easement and Temporary Construction Easement granted herein shall automatically terminate upon the earlier of (i) final completion by Grantee of the Construction Work and any Repair Work (as hereinafter defined), and (ii) the date Grantee delivers written notice of completion and termination to Grantor, but in any event, on the date which is two (2) years after the full execution of this Easement Agreement by both parties.

3. Repair. Promptly after substantial completion of the Construction Work by Grantee and/or Grantee's agents and/or contractors, Grantee shall cause any damage caused by any Grantee Parties to the TCE Area on the Grantor Property to be restored or repaired, as applicable, in accordance with applicable plans, industry standards and all applicable governmental approvals for the Construction Work, as applicable (collectively, the "**Repair Work**").

4. Dedication of Public Improvements. Upon completion by Grantee of the development, construction and installation of the Pedestrian Trail Connection on the Grantor Property and any Repair Work related thereto (if any), and upon the written approval and

acceptance thereof by Grantor and all other applicable governmental authorities or agencies, if any, Grantee is hereby authorized by Grantor to assign, dedicate and/or convey the Pedestrian Trail Connection and related improvements to Grantor and at such time Grantor shall accept such dedication and conveyance of the Pedestrian Trail Connection for public use and thereafter shall be responsible for any and all future maintenance of such Pedestrian Trail Connection as part of Stinger Park (hereinafter, the “**Dedication and Acceptance**”).

5. Indemnity. Grantee shall be required to indemnify Grantor and hold Grantor harmless for any loss, damages, liabilities, costs and expenses caused or created by Grantee in the performance of the Construction Work, except to the extent any such damages, losses, liabilities or expenses were caused or incurred as the result of any negligent or willful misconduct of Grantor or any contractors, subcontractors, agents, employees and representatives of Grantor (collectively, “**Grantor Parties**”).

6. Grantor’s Ownership. Grantor covenants that it is seized of the Grantor Property in fee simple and has the full right and authority to convey the easements described herein free and clear of all liens, encumbrances and restrictions that might otherwise interfere with or prohibit Grantee’s enjoyment of the easements granted hereby. If required by Grantee, Grantor shall cause the holder of any superior deed of trust, mortgage or other lien affecting the Grantor Property, if any, to subordinate its lien to the easements to be granted pursuant to this Agreement.

7. Covenants Run With the Land. All the covenants, warranties, representation, terms and provisions hereof shall be deemed to run with the properties described herein and shall burden and benefit such properties as described herein and with respect to such properties, each of the parties hereto, as owners of their respective property and any other person or entity acquiring any right, title or interest in such properties (and their respective heirs, executors, administrators, representatives, successors and assigns) after the recordation of this instrument shall, as the case may be, be obligated hereunder and/or entitled to enforce this Agreement.

8. Miscellaneous. This Agreement shall be construed in accordance with and governed by the laws of the State of North Carolina. The rights and obligations herein shall be appurtenant to and shall run with the Grantor Property and the Grantee Property, and shall be binding upon Grantor and Grantee, and their respective successors and assigns. This Agreement may not be modified except by written agreement signed by the party against whom such amendment is sought to be enforced.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date and year first above written.

GRANTOR:

THE CITY OF BESSEMER CITY, a North Carolina municipal corporation

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: _____, 2024

(Official Seal)

(Signature of Notary)

_____, Notary Public
(Printed Name)

My commission expires: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date and year first above written.

GRANTEE:

**MERITAGE HOMES OF THE CAROLINAS,
INC.**, an Arizona corporation

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Date: _____, 2024

(Official Seal)

(Signature of Notary)

_____, Notary Public
(Printed Name)

My commission expires: _____

EXHIBIT A

Legal Description of Grantor Property

Legal Description

Lying and being in the City of Bessemer City, Crowders Mountain Township, Gaston County, North Carolina, and being more particularly described as follows:

BEGINNING at 1-1/4 inch pipe situate at the southeast corner of lands conveyed to Melvin L. Kiser, Jr. by deed recorded in Book 4451, Page 1416, Gaston County Registry, and runs thence from said beginning point and with the westerly line of lands of Michael S. Flanigan, now or formerly, as described in Book 2082, Page 581, Gaston County Registry, South 02-11-05 West 349.84 feet to a ½ inch rebar; thence with the westerly line of lands of Michael S. Flanigan, now or formerly, as described in Book 4421, Page 763, Gaston County Registry, South 02-16-34 West 22.70 feet to a ½ inch rebar; thence with the westerly line of lands of Ashley Investments, LLC, now or formerly, as described in Book 3373, Page 57, Gaston County Registry, South 01-44-55 West 747.46 feet to a ½ inch rebar; thence with the westerly line of lot 13 as shown in Plat Book 64, Page 41, Gaston County Registry, South 02-24-17 West 268.68 feet to a point; thence North 77-53-32 West 16.45 feet to a point; thence South 12-06-28 West 50.00 feet to a point; thence South 77-53-32 East 25.00 feet to a point situate in the westerly line of lot 12, Plat Book 64, Page 41, Gaston County Registry; thence with the westerly line of lots 12, 10, and 9 as shown on said plat South 02-24-17 West 565.94 feet to a point situate in the westerly line of lot 4 as shown in Plat Book 49, Page 29, Gaston County Registry; thence South 87-36-30 West 1,155.99 feet to a ½ inch rebar situate at the southeast corner of lot 21 as shown in Plat Book 40, Page 87, Gaston County Registry; thence with the southeasterly line of said lot 21 North 20-58-00 East 100.01 feet to a ½ inch rebar; thence North 20-56-00 East 862.13 feet to a ½ inch rebar situate at the southeast corner of lands of Ray D. Rose, now or formerly, as described in Book 4733, Page 1209, Gaston County Registry; thence North 20-55-26 East 174.78 feet to 5/8 inch rebar, an iron pin set in the easterly line of lands of Sandra B. Loyd, now or formerly, as described in Book 3892, Page 99, Gaston County Registry; thence North 22-32-35 East 1,038.64 feet to a 24 inch dead oak stump; thence North 20-54-15 East 239.63 feet to a point situate at the southwest corner of lands of Melvin L. Kiser, Jr., as aforesaid; thence with the southerly line of said lands of Kiser the following courses and distances: (1) South 74-21-27 East 54.31 feet, (2) South 02-30-26 East 27.79 feet, (3) South 61-43-54 East 35.52 feet, (4) South 37-06-27 East 49.80 feet, (5) South 75-10-55 East 34.94 feet, (6) South 15-08-39 East 36.83 feet, (7) North 88-40-41 East 26.48 feet, (8) South 02-46-04 West 12.76 feet, (9) South 73-42-27 East 45.71 feet to a 5/8 inch rebar, and (10) South 73-43-42 East 115.46 feet to the point and place of beginning and containing 37.400 acres shown on an unrecorded plat of survey prepared by John W. Lineberger, Registered Surveyor, dated November 28, 2016, to which reference is hereby made.

EXHIBIT B**Legal Description of Grantee Property**

COMMENCING FROM NORTH CAROLINA GEODETIC MONUMENT "M 040" HAVING NORTH CAROLINA NAD 83/2011 GRID COORDINATES, NORTHING: 566,433.54, EASTING: 1,317,797.65 AND HAVING A COMBINED SCALE FACTOR OF 0.99983423 PROCEED N 45°14'16" E 5,987.89 FEET (GROUND DISTANCE), 5,986.90 FEET (GRID DISTANCE) TO THE POINT OF BEGINNING SAID POINT BEING A FOUND #4 REBAR A COMMON CORNER WITH CITY OF BESSEMER CITY AS RECORDED IN BOOK 4889 PAGE 2290 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF BESSEMER CITY N 02°03'08" W 747.44 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH MICHAEL S. FLANIGAN AND SUSAN J. WITTMAN AS RECORDED IN BOOK 4421 PAGE 763 AND BOOK 5407 PAGE 2034 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF MICHAEL S. FLANIGAN AND SUSAN J. WITTMAN THE FOLLOWING THREE (3) COURSES AND DISTANCES; 1) S 62°08'42" E 2,366.00 FEET TO A FOUND #3 REBAR, 2) S 66°22'16" E 89.01 FEET TO A COMPUTED POINT LOCATED IN A DEBRIS PILE, 3) S 66°41'31" E 64.91 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH LAZARO HERNANDEZ AND SARA ZORZANO AS RECORDED IN BOOK 4914 PAGE 2032 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF LAZARO HERNANDEZ AND SARA ZORZANO THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) S 18°34'00" W 199.84 FEET TO A FOUND #4 REBAR, 2) S 82°59'36" E 444.84 FEET TO A FOUND #4 REBAR ON THE WESTERN MARGIN COSTNER SCHOOL ROAD SR# 1452 HAVING A PUBLICLY MAINTAINED RIGHT OF WAY CLAIMED 60' (30' EACH SIDE OF CENTER) PER NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DIVISION 12 RIGHT OF WAY OFFICE, THENCE WITH THE WESTERN MARGIN OF COSTNER SCHOOL ROAD SR# 1452 S 13°59'02" W 381.72 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH ASHLEY INVESTMENTS, LLC AS RECORDED IN BOOK 3373 PAGE 57 AND PLAT BOOK 47 PAGE 90 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF ASHLEY INVESTMENTS, LLC AND ROBERT D. CROUCH AS RECORDED IN BOOK 4380 PAGE 694 AND PLAT BOOK 47 PAGE 89 THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) N 76°17'00" W 350.25 FEET TO A FOUND #4 REBAR, 2) N 64°19'08" W 58.84 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH GREGORY S. FARRIS AND GINNA G. FARRIS AS RECORDED IN BOOK 4573 PAGE 1102 AND PLAT BOOK 47 PAGE 89 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF GREGORY S. FARRIS AND GINNA G. FARRIS THE TWO (2) COURSES AND DISTANCES; 1) N 64°19'08" W 413.57 FEET TO A FOUND #4 REBAR, 2) S 13°58'55" W 118.61 FEET TO A FOUND #5 REBAR A COMMON CORNER WITH MICHAEL ADDRZEJ MITREGA AND LOVE CUTAMURA MITREGA AS RECORDED IN BOOK 4758 PAGE 119 AND BEING LOT 7 OF PLAT BOOK 47 P 89 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF MICHAEL ADDRZEJ MITREGA AND LOVE CUTAMURA MITREGA N 75°57'22" W 100.14 FEET TO A FOUND #5 REBAR A COMMON CORNER WITH JEFFERY MATTHEW MITCHELL AND LAURA H. MITCHELL AS RECORDED IN BOOK 5061 PAGE 638 AND BEING LOT 8 OF PLAT BOOK 47 PAGE 89 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF JEFFERY MATTHEW MITCHELL AND LAURA H. MITCHELL N 75°57'22" W 99.76 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH BETTY BELL GARVIN AS RECORDED IN BOOK 2924 PAGE 733 AND BEING LOT 9 OF PLAT BOOK 47 PAGE 89 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF BETTY BELL GARVIN N 75°57'22" W 99.93 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH JERRY BLANTON AND RETA BLANTON AS RECORDED IN BOOK 5382 PAGE 1627 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF JERRY BLANTON AND RETA BLANTON THE FOLLOWING (2) COURSES AND DISTANCES; 1) N 13°57'27" E 100.00 FEET TO A FOUND #3 REBAR, 2) N 76°02'36" W 100.07 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH LUCAS JOHN STEWART AND ABBY BEAM STEWART AS RECORDED IN BOOK 4498 PAGE 2011 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF LUCAS JOHN STEWART AND ABBY BEAM STEWART N 76°02'36" W 100.01 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH HERMAN D. CLARK JR. AS RECORDED IN BOOK 4703 PAGE 1200 AND BOOK 4703 PAGE 1200 AND BEING LOT 25 OF PLAT BOOK 64 PAGE 41 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON CORNER WITH HERMAN D. CLARK JR. THE FOLLOWING FOUR (4) COURSES AND DISTANCES; 1) N 13°03'47" E 16.35 FEET TO A FOUND #4 REBAR, 2) N 14°01'29" E 103.91 FEET TO A FOUND #4 REBAR, 3) N 64°02'35" W 334.99 FEET TO A FOUND #4 REBAR, 4) N 66°14'59" W 199.88 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH ASHLEY INVESTMENTS, LLC AS RECORDED IN BOOK 3373 PAGE 57 AND BEING LOT 24 OF PLAT BOOK 64 PAGE 41 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF ASHLEY INVESTMENTS, LLC N 69°52'04" W 225.98 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH DENNIS L. SILER AND MARY SILER AS RECORDED IN BOOK 4755 PAGE 1745 AND BEING LOT 15 OF PLAT BOOK 64 PAGE 41 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF DENNIS L. SILER AND MARY SILER N 65°13'56" W 152.83 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH ASHLEY INVESTMENTS, LLC AS RECORDED IN BOOK 3373 PAGE 57 AND BEING LOTS 14 AND 13 OF PLAT BOOK 64 PAGE 41 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF ASHLEY INVESTMENTS, LLC THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) N 59°40'47" W 360.09 FEET TO A FOUND #4 REBAR, 2) S 82°01'11" W 174.47 FEET TO THE POINT OF BEGINNING CONTAINING 35.514 ACRES MORE OR LESS.

EXHIBIT C

Site Plan

[See Attached]

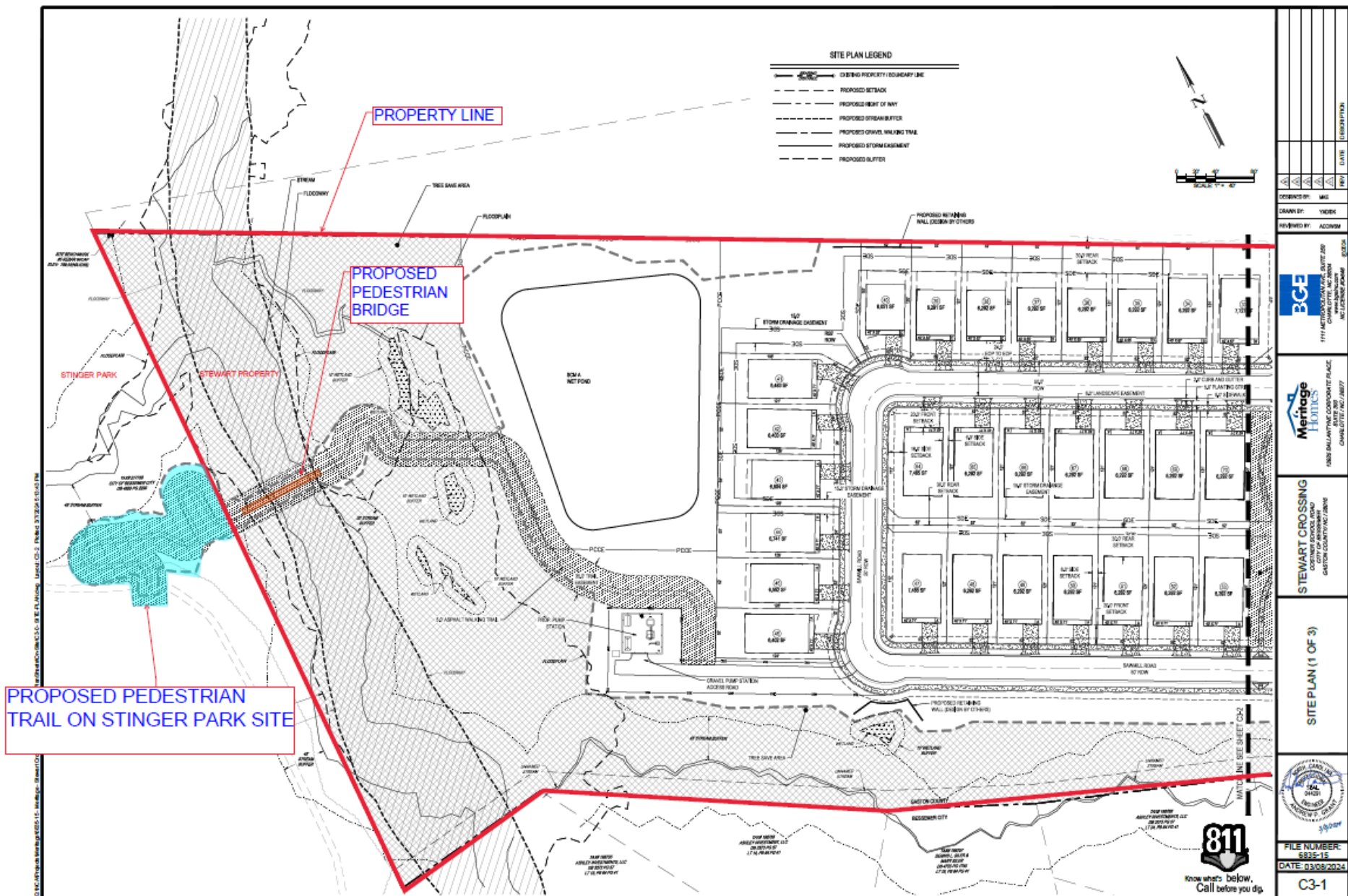


EXHIBIT D-1**LEGAL DESCRIPTION OF TCE AREA****DESCRIPTION**

Temporary Construction Easement, containing 20,943 square feet, (0.481 Acres), being a portion of a parcel of land (Parcel Number 217759) of the City of Bessemer City (now or formerly) property and described in deed book 4889 page 2290 located in the County of Gaston, State of North Carolina, being more particularly described as follows:

COMMENCING at a 1/2" found rebar, said rebar being the common corner of Lot 13 of the Ashley Park Phase II Subdivision, as described in plat book 64 page 41, a parcel of land (Parcel Number 304904) of the Lucas John Stewart and Abby Beam Stewart (now or formerly) property as described in deed book 5200 page 1476, and the aforementioned City of Bessemer City property;

THENCE N02° 03' 08"E, coincident with the common line of the aforementioned City of Bessemer City property and the Lucas John Stewart and Abby Beam Stewart property, a distance of 388.32 to the **POINT OF BEGINNING**;

THENCE S83° 57' 37"W a distance of 42.91 feet;

THENCE S51° 26' 23"W a distance of 86.42 feet;

THENCE N50° 24' 47"W a distance of 103.64 feet;

THENCE N18° 26' 00"E a distance of 74.17 feet;

THENCE N67° 48' 05"E a distance of 42.22 feet;

THENCE S74° 01' 38"E a distance of 60.75 feet;

THENCE N44° 39' 37"E a distance of 48.27 feet;

THENCE S87° 36' 54"E a distance of 39.21 feet to a point on said common line;

THENCE S02° 03' 08"W, coincident with said common line, a distance of 110.04 feet to the **POINT OF BEGINNING**.

Said Temporary Construction Easement containing 20943 square feet, (0.481 Acres), more or less.

Scott O. Osterhoudt 08/08/2024

Scott O. Osterhoudt, PLS

Prepared by:

Scott O. Osterhoudt, PLS - NC L-5395

For and on behalf of BGE, Inc. (Firm # C-4929)

(BGE FS, Inc., an affiliated company)

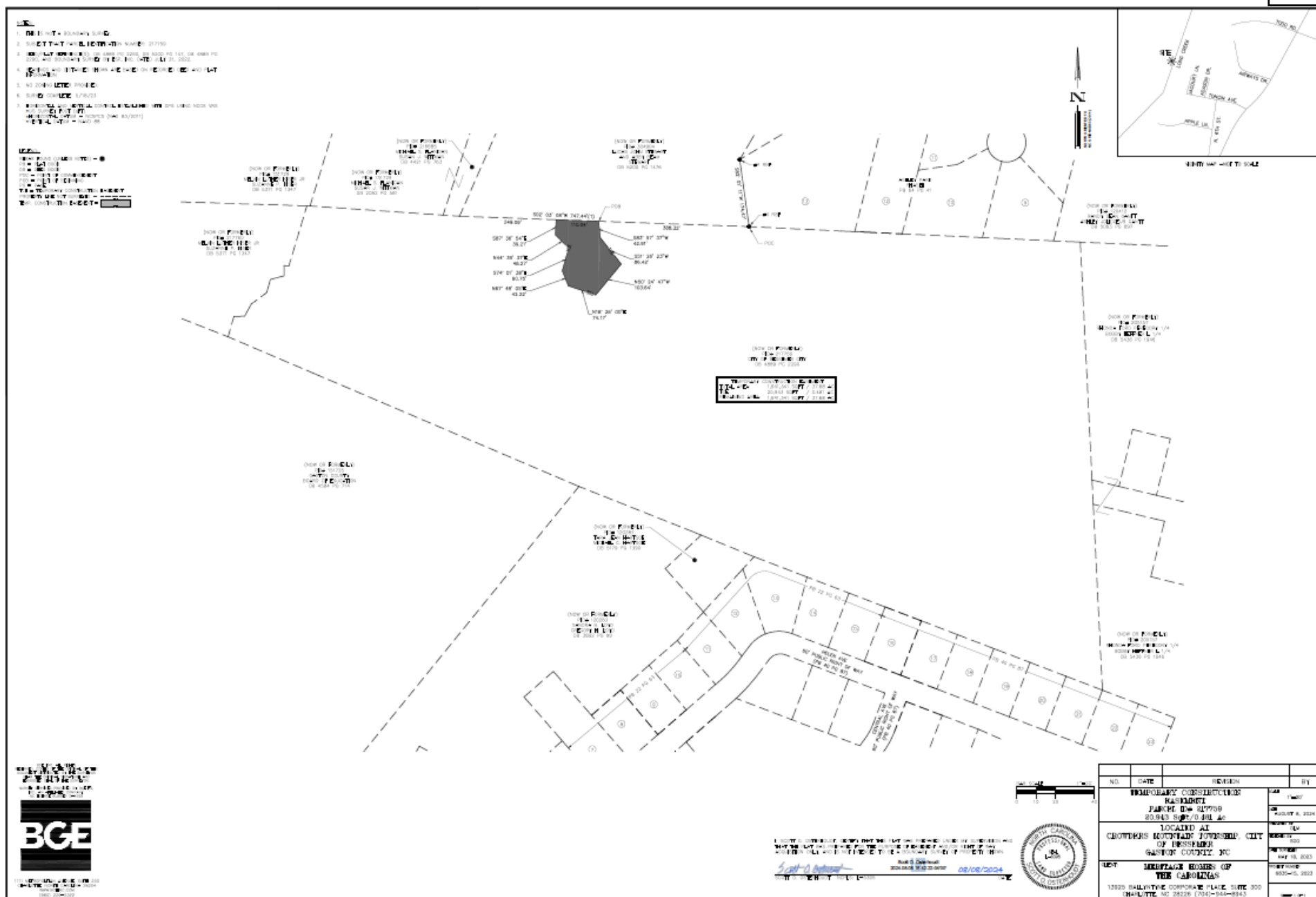
Scott O.
Osterhoudt
2024.08.08
16:41:16-0400

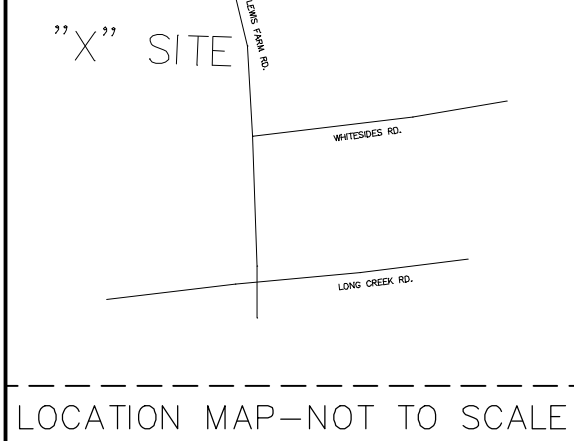


1111 Metropolitan Ave, Suite 250
Charlotte, NC 28204
(980) 687-4468

EXHIBIT D-2
DEPICTION OF TCE AREA

[See Attached]





STATE OF NORTH CAROLINA
GASTON COUNTY

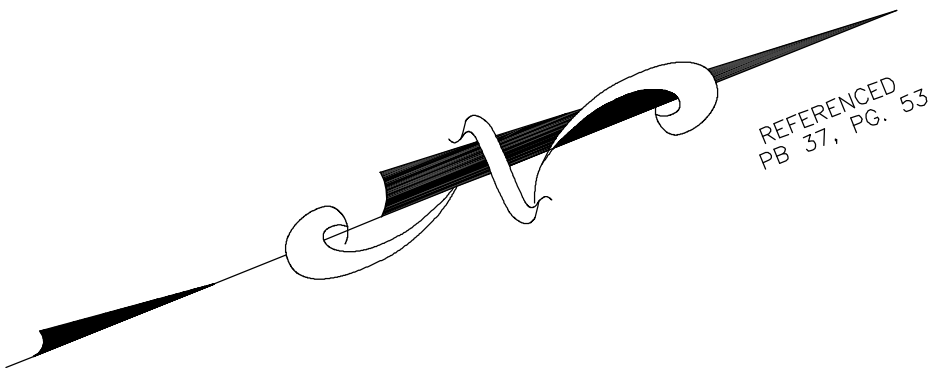
I certify that this map was drawn from an actual survey made under my supervision.
The unadjusted error of closure as calculated is 1": 10.000+
Boundaries not surveyed, if any, are noted. Deed descriptions are recorded in Book AS, Page SHOWN.

Witness my hand and seal this 16 day of JULY, 2024.

Michael L. Cloninger
Professional Land Surveyor



JIM E ANDERSON LIFE EST.
DB 4718, PG. 2237



REFERENCED
PB 37, PG. 53

ROBERT WHITEHURST
DB 5470, PG. 904

CITY OF BESSEMER
DB 1388, PG. 401
PB 37, PG. 53

OLD EASEMENT AREA
TO BE RELEASED
BACK TO CITY

SARAH W. TATE LIFE EST.
DB 4485, PG. 2395

AREA = 17.129 ACRES
DB 5470, PG. 904

CITY OF BESSEMER
DB 1400, PG. 284

NOTES: SURVEY MADE USING EXISTING PHYSICAL
EVIDENCE FOUND AT TIME OF SURVEY.

SUBJECT PROPERTY MAY BE SUBJECT TO
RECORDED OR UNRECORDED EASEMENTS,
RIGHT-OF-WAYS, SETBACKS AND/OR
RESTRICTIVE COVENANTS NOT SHOWN
HEREON.

- LEGEND
- LINES SURVEYED
 - - - LINES NOT SURVEYED
 - ALL CORNERS ARE AS NOTED O
 - N.T.S. NOT TO SCALE
 - C.P. CALCULATED POINT
 - OVERHEAD UTILITY LINES — E — E — E —
 - UTILITY POLE (P)
 - METAL FENCE ———
 - WOODEN FENCE ———
 - SEWER MANHOLE (S)
 - M.S.L. — MINIMUM BUILDING SETBACK LINE
 - L.PIN(S) — IRON PIN SET
 - L.PIN(F) — IRON PIN FOUND
 - IRON
 - (F) FOUND
 - (S) SET

ROBERT WHITEHURST
DB 4485, PG. 2391

HARLEY G. WHITESIDES
DB 5406, PG. 25

LINE	BEARING	DISTANCE
L1	S55°52'59"E	61.19'
L2	S77°56'57"E	33.15'
L3	N86°33'00"E	122.61'

BOUNDARY SURVEY
OF
ACRES
FOR
AMY R. WRIGHT
CROWDERS MOUNTAIN TOWNSHIP
GASTON COUNTY, N.C.

DATE: JULY 16, 2024
DRAWN BY: MLC
SCALE: 1" = 100'
TAX ID. NO. 212371
CADD #4158 LEWIS FARM



CLONINGER BELL
SURVEYING & MAPPING, PLLC
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