

CERTIFICATE OF SUFFICIENCY

To the Mayor and Board of Aldermen of the Town of Shallotte, North Carolina:

I, Natalie Goins, Town Clerk, do hereby certify that I have investigated the annexation petition of property located at 1295 Village Point Road (PID 2300005003) and hereby make the following findings:

- a. The petition contains a metes and bounds description of the area proposed for annexation and a map showing the proposed satellite area in relation to the primary corporate limits.
- b. The petition is signed by and includes addresses of all owners of real property lying in the area described therein.
- c. The undersigned therefore certifies that the Petition is sufficient for the voluntary annexation of a non-contiguous area pursuant to NCGS §160A-58.1.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of Shallotte, this 25th day of March, 2025.



Natalie Goins
Natalie Goins, Town Clerk

Petition Requesting Voluntary Non-Contiguous Annexation

TO THE BOARD OF ALDERMEN OF THE TOWN OF SHALLOTTE, NORTH CAROLINA:

1. We the undersigned owner(s) of real property respectfully request that the area described in paragraph 2 below be annexed to the TOWN OF SHALLOTTE.
2. The area to be annexed is not contiguous to the Town of Shallotte and the boundaries of such territory are described in the attached metes and bounds description (Exhibit "A"), attached hereto and incorporated herein by reference.
3. The nearest point on this proposed non-contiguous annexation is not more than three miles from the primary corporate limits of the TOWN OF SHALLOTTE.
4. No point on this proposed non-contiguous corporate limits is closer to the primary corporate limits of other municipality than to the primary corporate limits of the TOWN OF SHALLOTTE.
5. The area within this proposed non-contiguous corporate limits is so situated that the TOWN OF SHALLOTTE will be able to provide the same services within the proposed non-contiguous corporate limits that it provides within its primary corporate limits.
6. There is no subdivision, which is a portion or all of this proposed non-contiguous corporate limits, as subdivision is defined in N.C.G.S. 160A-376, which is less than completely included within this proposed non-contiguous corporate limits.
7. A map, showing the area proposed for non-contiguous annexation, together with the relation of this area to the primary corporate limits of the TOWN OF SHALLOTTE, is attached hereto (Exhibit "B") and incorporated herein by reference.

Vested rights, with respect to such property, have not been established, under N.C.G.S. 160A-385.1, except as described in Exhibit "C", attached hereto and incorporated herein by reference.

Respectfully,

Printed Name	Mailing Address	Parcel ID #(s)	Vested Rights?	Signature	Date
1295 Village Point Rd. LLC, Steve Shuttleworth, Managing Member	711 Carolina Beach Ave. North, Carolina Beach, NC 28428	2300005003	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DocuSigned by: <i>Steve Shuttleworth</i> Steve Shuttleworth, Managing Member of 1295 Village Point Rd, LLC	3/13/2025
1295 Village Point Rd. LLC, Rene Modejar, Managing Member	50 Polo Pony Dr, Colorado Springs, CO 80906	2300005003	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DocuSigned by: <i>Rene Modejar</i> Rene Modejar, Managing Member of 1295 Village Point Rd, LLC	3/13/2025

Brunswick County GIS Layer List

- Address & Parcel
- > BRUNSWICK COUNTY GIS
- ORTHOIMAGERY 2024
- PICTOMETRY_2023
- PICTOMETRY_2021
- PICTOMETRY 2019
- PICTOMETRY 2016
- PICTOMETRY 2012
- PICTOMETRY 2010

Parcels: 2300005003

Zoom to

Property Tax Cards

[2024 Tax Card](#)

[2023 Tax Card](#)

[2022 Tax Card](#)

[2021 Tax Card](#)

[2020 Tax Card](#)

Parcel Information

Parcel ID: 2300005003

Parcel PIN: 108611773002

Calc. Acreage: 0.83

Legal Description

.83 AC

Owner Information

Owner Name:

1295 VILLAGE POINT ROAD LLC

Mailing Address:

711 CAROLINA BEACH AVE N

CAROLINA BCH, NC 28428-6018

Deed and Plat References

Deed Book: 05068

Deed Page: 0085

Plat Book:00000

Plat Page: 00000

[PARCEL PHOTO](#)



Brunswick
County GIS

100 m

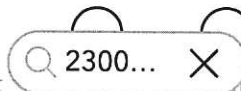
200 ft



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Limited Liability Company

Actions

- [File an Annual Report/Amend Order a Document Online](#)
- [Print a Pre-Populated Annual Report form](#)
- [Add Entity to My Email Notification List](#)
- [Print an Amended a Annual Report form](#)
- [Online Filing](#)
- [View Filings](#)

Legal name: 1295 Village Point Road LLC

Secretary of State Identification Number (SOSID): 2693045

Status: Current-Active

Citizenship: Domestic

Date formed: 8/23/2023

Registered agent: [Steve Shuttleworth](#)

mailing address

711 Carolina Beach Ave N
Carolina, NC 28428

Principal office address

711 Carolina Beach Ave N
Carolina, NC 28428

Registered office address

711 Carolina Beach Ave. N.
Carolina Beach, NC 28428-6018

Registered mailing address

711 Carolina Beach Ave. N.
Carolina Beach, NC 28428-6018

Company officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

- **Member**

Brian M Flear

1001 Military Cutoff Rd., Ste 101
Wilmington NC 28405-4377

- **Member**

Rene Mondejar

50 Polo Pony Dr.
Colorado Springs CO 80906-3106

- **Member**

Steve Shuttleworth

711 Carolina Beach Ave. N.
Carolina Beach NC 28428-6018

- **Member**

Chris Vitale

4252 West Lake Rd.
Auburn NY 13021-1196

- **Member**

Paul Vitale

4252 West Lake Rd.
Auburn NY 13021-1196

[Return to top](#)

Other Agencies

[NC Gov](#)

Links of Interest

[National Association of Secretaries of State](#)

**ASSIGNMENT OF LLC MEMBERSHIP INTEREST
OF VITALE MANAGEMENT SOLUTIONS, INC.**

THIS ASSIGNMENT OF LLC MEMBERSHIP INTEREST (this "Assignment"), is made effective the 19th day of September, 2024, by and between Vitale Management Solutions, Inc. (the "Assignor"), and 1295 Village Point Road, LLC (the "Company"), or Assignee's assigns.

EXPLANATORY STATEMENT

WHEREAS, the Assignor is the owner of a 25% Membership Interest (the "Membership Interest") in the Company;

WHEREAS, the Company is governed by an Operating Agreement dated August 23, 2023; and

WHEREAS, the Assignor desires by this Assignment to assign to the Assignee all of his Membership Interest, and the Assignee desires by this Assignment to accept the same.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment by the Assignee to the Assignor of the sum of Five Hundred and Eighty-Five Thousand and NO/100 Dollars (\$585,000.00) and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by each party hereto, the parties agree as follows:

1. *ASSIGNMENT.*

Effective as of the date hereinabove written (the "Effective Date") the Assignor assigns to the Assignee and the Assignee accepts and assumes from the Assignor (a) the Membership Interest (so that from and after the Effective Date, and until any other or further assignment made in accordance with the provisions of the Act, the Assignor shall have a 0% Membership Interest in the Company); and, (b) any and all right, title, and interest which the Assignor has under the provisions of the Act, or in and to any of the Company's assets, with respect to the Membership Interest so assigned.

2. *REPRESENTATIONS.*

2.1. *By Assignor.* To induce the Assignee to accept the delivery of this Assignment, the Assignor hereby represents and warrants to the Assignee that: the Assignor is the sole legal and beneficial owner of the Membership Interest; the Assignor has not sold, transferred, or encumbered any or all of the Membership Interest; and subject to the provisions of the Act, the Assignor has the full and sufficient right at law and in equity to transfer and assign the Membership Interest and is transferring and assigning the Membership Interest to the Assignee free and clear of any and all right, title, or interest of any other person whatsoever. Without limiting the generality of the foregoing, the transfer of the Membership Interest and the admission of the Assignee as a member of the Company are subject to the provisions of the Act.

2.2. *By Each Party.* Each party represents and warrants to the other parties hereto that it has been duly authorized to execute and deliver this Assignment, and to perform its obligations under this Assignment.

2.3. *By Assignee.* Assignee represents and warrants that he is currently a member of the Company and that, to his knowledge, no other party has any right or option to purchase the Assignor's Membership Interest.

3. *MISCELLANEOUS.*

3.1. *Effectiveness.* This Assignment shall become effective on its execution and delivery by each party.

3.2. *Applicable law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed hereby shall be governed by the internal law, not the law of conflicts, of the State of North Carolina.

3.3. *Assignment.* This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.

3.4. *Further Assurances.* The parties shall cooperate with each other and shall execute and deliver, or cause to be delivered, all other instruments and shall take all other actions, as either party hereto may reasonably request from time to time, in order to effectuate the provisions hereof.

3.5. *Assumption.* From and after the Effective Date, the Assignee acknowledges that he continues to be bound by the provisions of the Operating Agreement as a Member.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON FOLLOWING PAGE(S).**

IN WITNESS WHEREOF, each party hereto has executed and sealed this Assignment, the day and year first above written.

VITALE MANAGEMENT SOLUTIONS, INC.

Paul Vitale (SEAL)

Name: *Paul Vitale*

Title: *Partner*

ASSIGNOR

Chris Vitale (SEAL)

Name: *Chris Vitale*

Title: *Partner*

ASSIGNOR

1295 VILLAGE POINT ROAD, LLC

Steve Shuttleworth (SEAL)

Name:

Title:

ASSIGNEE

**ASSIGNMENT OF LLC MEMBERSHIP INTEREST
OF VITALE MANAGEMENT SOLUTIONS, INC.**

THIS ASSIGNMENT OF LLC MEMBERSHIP INTEREST (this "Assignment"), is made effective the 19th day of September, 2024, by and between Brian M. Fleeer Realty, Inc. (the "Assignor"), and 1295 Village Point Road, LLC (the "Company"), or Assignee's assigns.

EXPLANATORY STATEMENT

WHEREAS, the Assignor is the owner of a 25% Membership Interest (the "Membership Interest") in the Company;

WHEREAS, the Company is governed by an Operating Agreement dated August 23, 2023; and

WHEREAS, the Assignor desires by this Assignment to assign to the Assignee all of his Membership Interest, and the Assignee desires by this Assignment to accept the same.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment by the Assignee to the Assignor of the sum of Fifteen Thousand and NO/100 Dollars (\$15,000.00) and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by each party hereto, the parties agree as follows:

1. *ASSIGNMENT.*

Effective as of the date hereinabove written (the "Effective Date") the Assignor assigns to the Assignee and the Assignee accepts and assumes from the Assignor (a) the Membership Interest (so that from and after the Effective Date, and until any other or further assignment made in accordance with the provisions of the Act, the Assignor shall have a 0% Membership Interest in the Company); and, (b) any and all right, title, and interest which the Assignor has under the provisions of the Act, or in and to any of the Company's assets, with respect to the Membership Interest so assigned.

2. *REPRESENTATIONS.*

2.1. *By Assignor.* To induce the Assignee to accept the delivery of this Assignment, the Assignor hereby represents and warrants to the Assignee that: the Assignor is the sole legal and beneficial owner of the Membership Interest; the Assignor has not sold, transferred, or encumbered any or all of the Membership Interest; and subject to the provisions of the Act, the Assignor has the full and sufficient right at law and in equity to transfer and assign the Membership Interest and is transferring and assigning the Membership Interest to the Assignee free and clear of any and all right, title, or interest of any other person whatsoever. Without limiting the generality of the foregoing, the transfer of the Membership Interest and the admission of the Assignee as a member of the Company are subject to the provisions of the Act.

2.2. *By Each Party.* Each party represents and warrants to the other parties hereto that it has been duly authorized to execute and deliver this Assignment, and to perform its obligations under this Assignment.

2.3. *By Assignee.* Assignee represents and warrants that he is currently a member of the Company and that, to his knowledge, no other party has any right or option to purchase the Assignor's Membership Interest.

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3.3. *Assignment.* This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.

3.4. *Further Assurances.* The parties shall cooperate with each other and shall execute and deliver, or cause to be delivered, all other instruments and shall take all other actions, as either party hereto may reasonably request from time to time, in order to effectuate the provisions hereof.

3.5. *Assumption.* From and after the Effective Date, the Assignee acknowledges that he continues to be bound by the provisions of the Operating Agreement as a Member.

3.6. *Resignation as Manager.* Member's sole member, Brian Flee, contemporaneously resigns as Manager of Company, and signs only to acknowledge such resignation.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON FOLLOWING PAGE(S).**

IN WITNESS WHEREOF, each party hereto has executed and sealed this Assignment, the day and year first above written.

BRIAN M. FLEER REALTY, INC.

DocuSigned by:
Brian M. Fleer (SEAL)
Name: Brian M. Fleer
Title: Manager
ASSIGNOR

DocuSigned by:
Brian M. Fleer (SEAL)
Name: Brian M. Fleer, only as to
Section 3.6

1295 VILLAGE POINT ROAD, LLC

DocuSigned by:
Steve Shuttleworth (SEAL)
Name: Steve Shuttleworth
Title: Member manager
ASSIGNEE

**Legal Description For
TOWN OF SHALLOTTE, NORTH CAROLINA
ANNEXATION
1295 VILLAGE POINT ROAD LLC LANDS
Tract B
Certain Tract of land as described in Deed Book 5068 Page 85
Parcel ID: 2300005003**

Being a certain tract of land located in Shallotte Township, Brunswick County, North Carolina, all referenced deeds and maps as recorded at the Brunswick County Registry, all bearings are NC Grid-NAD 83 (2012B) and being more fully described as follows:

Beginning at an iron rod found and said iron rod found being the southwestern corner of Tract B, of the 1295 Village Point Road LLC Lands, as recorded in Deed Book 5068 Page 85, said beginning point having NC Grid-NAD 83 Coordinates of N 66,717.66, E 2,187,258.37 and Combined Factor of 1.00013734;

running thence from said described point of beginning along and with the division line of said Tract B, of the 1295 Village Point Road LLC Lands and the James W. Jones and Marion M. Jones Tract as recorded in Deed Book 4905 page 18, North 04 degrees 52 minutes 02 seconds East 927.04 feet to an iron rod found being the northeast corner of the said James W. Jones and Marion M. Jones Tract, and also being the southeastern corner of the Glen N. Williamson, Jr. Tract as recorded in Deed Book 4909 Page 204, said iron rod found having NC Grid-NAD 83 Coordinates of N 67,641.35, E 2,187,337.03;

running thence from said iron rod found along and with the division line of said Glen N. Williamson, Jr. Tract and Tract B, of the 1295 Village Point Road LLC Lands, North 04 degrees 59 minutes 02 seconds East 39.76 feet to an iron rod found being the northern corner of the Tract B, of the 1295 Village Point Road LLC Lands, said iron rod found having NC Grid-NAD 83 Coordinates of N 67,680.96, E 2,187,340.48;

running thence from said iron rod found along and with the division line of said Tract B, of the 1295 Village Point Road LLC Lands and Tract A of the 1295 Village Point Road LLC Lands, as recorded in Deed Book 5068 Page 88, South 00 degrees 28 minutes 20 seconds West 975.85 feet to an iron rod set and being the southeast corner of the said Tract B and the southwest corner of said Tract A, and also falling in the northern line of the Kurt A. Kocek Tract as recorded in Deed Book 3576 Page 1267, said iron rod found having NC Grid-NAD 83 Coordinates of N 66,705.12, E 2,187,332.44;

running thence from said iron rod set along and with the division line of said Tract B, of the 1295 Village Point Road LLC Lands and the said Kurt A. Kocek Tract, North 80 degrees 23 minutes 37 seconds West 75.12 feet to point of beginning.

Containing 0.83 acres, more or less.

**Prepared in the office of
Danford & Associates Land Surveying, PC.
4002 ½ Oleander Drive Suite 203
Wilmington, NC 28403
(910) 799-4916**

NC License No. C-2797

**Vernon Derek Danford, PLS
NC Professional Land Surveyor
NC License No. L-4528**