



City Council Agenda

Thursday, August 10, 2023

6:00 PM

3rd floor Council Chambers at City Hall

Cell phones are to be turned off or placed on vibrate during the meeting. Please exit the Council Chambers before using your cell phone.

The agenda is prepared and distributed on Friday preceding the meeting to Council and news media. A work session is then held on the Tuesday preceding the regular meeting at 4:00 pm.

I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer

III. Approval of Minutes

June 20, July 11, and July 13, 2023

IV. Presentations

1. Presentation of the 2023 Jo Atwater Continuous Core Values Award.

The Jo Atwater Continuous Core Values Award is the highest award presented to a City of Concord co-worker. Jo Atwater's life was synonymous with heartfelt service to others in our community and the highest dedication to our organizational core values. Jo worked for the City from 1994 until her passing in 2004. During this time, she became a respected friend and inspirational teammate to all coworkers. This award continues Jo's vibrant spirit and valued legacy by annually recognizing one coworker that best embodies our organizational core values and commitment to serving others in the community.

V. Unfinished Business

1. Continue a public hearing and consider adopting a resolution of intent in the matter of closing the right-of-way of an unopened +/- 15-foot-wide alley running parallel to Corban Ave SE including the abandonment of the right-of-way for a +/- 225-foot-long alley that runs behind 125 Corban Ave SE.

At their July 13, 2023 meeting, the Council voted to continue the public hearing after hearing testimony from an adjacent owner.

The proposal includes the abandonment of the right-of-way for a +/- 225-foot long alley that runs behind 125 Corban Ave SE. This alley was originally part of the M.L. Widenhouse Subdivision, which was platted in 1914. The alley was never opened and is unimproved.

Charles Stapleton and Stephanie Stapleton filed the application, and they are the owners/developers of Greenway Village Park, an eight-unit single family development proposed on adjacent land at 164 Wilkinson Court, SE. The applicant owns a majority of the property adjacent of the alley and each property owner adjacent to the alley will receive half of the portion of the alley being abandoned. However, the General Statutes have a provision to alter the division of the abandoned right-of-way by the filing of a plat, signed by all adjacent owners.

Staff has noticed the petitioner and all adjacent property owners in accordance with the requirements of the General Statutes. All City departments have reviewed the petition and there is no objections to the petition.

Recommendation: Consider adopting a resolution of intent to close the right-of-way of an unopened +/- 15-foot -wide alley running parallel to Corban Ave SE and the abandonment of the right of way for a +/- 225-foot long alley that lies within the M.L. Widenhouse Subdivision.

2. Continue a public hearing and consider adopting an ordinance annexing +/- 47.52 acres at 1085 Copperfield Blvd, p/o PIN 5622-65-8770, owned by Copperfield, Inc.

The request is or voluntary annexation of +/- 47.52 acres of property on Copperfield Blvd. The property is currently zoned C-2 (General Commercial) and I-1 (Light Industrial) in the City of Concord ETJ. If approved, a rezoning hearing will not be required as this parcel is located in the ETJ.

The subject parcel is located within the Mixed Use Activity Centers (MUAC) Land Use Category of the 2030 Land Use Plan. As a request from the petitioner at the June 8, 2023 City Council meeting, the City Council continued this matter until the July 13, 2023 City Council meeting. The petitioner again requested a continuance of this request until the August 10, 2023 City Council meeting.

Recommendation: Consider adopting the annexation ordinance.

VI. New Business

A. Informational Items

B. Departmental Reports

1. Downtown Streetscape update

C. Recognition of Persons Requesting to be Heard

D. Public Hearings

1. Conduct a Public Hearing for case Z -11-23 and consider adopting an ordinance amending the official zoning map for +/- 0.17 acres located at 239 Brookwood Ave NW from C-2 (General Commercial) to RV (Residential Village) and to amend the 2030 Land Use Plan to modify the future land use designation of the parcel from “Commercial” to “Urban Neighborhoods.”

The Planning and Zoning Commission heard the above referenced petition at their July 18, 2023 meeting and voted to forward the request to City Council with a recommendation that the zoning map be amended from C-2 (General Commercial) to RV (Residential Village) and to amend the 2030 Land Use Plan to designate the parcel as “Urban Neighborhoods.”

Recommendation: Consider adopting an ordinance amending the official zoning map from C-2 (General Commercial) to RV (Residential Village) and to amend the 2030 Land Use Plan to designate the parcel as “Urban Neighborhoods.”

E. Presentations of Petitions and Requests

1. Consider adopting a resolution to sell 314 Sycamore Avenue SW to homebuyer Roxanne Stanard for \$232,800.

HUD has designed the HOME program to create strong, sustainable, inclusive communities with quality affordable homes for all. Concord follows this mission with the creation of each new home. Community Development built 314 Sycamore Avenue SW with the vision to improve the lives of the homeowners while also strengthening the community, or “High Performance Housing.” Each home is planned to not just be affordable initially, but for the life of the home.

Built with energy efficiency in mind, all homes are constructed with energy efficient windows and doors along with R-15 wall insulation in the exterior wall cavities and R-3 rigid foam board under the hardy plank siding for added insulation. Roof trusses are selected to allow optimal attic insulation coverage while reflected roof sheathing helps lowers the cost to heat and cool the home. The conditioned crawlspace along with a passive radon system will prevent future air quality issues for occupants. For the interior; higher grade cabinets are selected with granite countertops, energy star rated appliances are installed throughout, and high efficiency HVAC systems and controls are selected to ensure limited maintenance cost for the homeowner. These efforts meet and exceed SystemVision requirements.

Another key feature of the home is the outbuilding constructed by the carpentry class at Concord High School. Community Development provided the materials and the students received hands-on experience in construction. The building is designed to give the homeowner a safe place to store lawn equipment or others items without compromising the conditioned crawlspace.

In 2022, Council approved the construction of 314 Sycamore Avenue SW. The home is 1,080 sq ft with three (3) bedrooms and two (2) baths. Staff received 78 applications for both 314 Sycamore Avenue SW and 318 Sycamore Avenue SW. Roxanne Stanard was the highest scoring applicant as she is a first-time homebuyer, under 80% of area median income, and has completed her homebuyer education class, all of which are required by HUD to be eligible to purchase. In addition, Ms. Stanard also completed additional education classes related to homebuying as she seeks to be as successful a homeowner as possible. The listed purchase price was \$232,800 and the City received the full asking price.

Recommendation: Motion to adopt a resolution to sell 314 Sycamore Avenue SW to homebuyer Roxanne Stanard for \$232,800.

2. Consider adopting a resolution to sell 318 Sycamore Avenue SW to homebuyer Tyler J. Gacek for \$220,550.

HUD has designed the HOME program to create strong, sustainable, inclusive communities with quality affordable homes for all. Concord follows this mission with the creation of each new home. Community Development built 318 Sycamore Avenue SW with the vision to improve the lives of the homeowners while also strengthening the community; "High Performance Housing." Each home is planned to not just be affordable initially but for the life of the home. Built with energy efficiency in mind, all homes are constructed with energy efficient windows and doors along with R-15 wall insulation in the exterior wall cavities and R-3 rigid foam board under the hardy plank siding for added insulation. Roof trusses are selected to allow optimal attic insulation coverage while reflected roof sheathing helps lowers the cost to heat and cool the home. The passive radon system will prevent future air quality issues for occupants. For the interior; higher grade cabinets are selected with granite countertops, energy star rated appliances are installed throughout, and high efficiency HVAC systems and controls are selected to ensure limited maintenance cost for the homeowner. These efforts meet and exceed SystemVision requirements.

Another key feature of the home is the outbuilding constructed by the carpentry class at Concord High School. Community Development provided the materials and the students received hands-on experience in construction. The building is designed to give the homeowner a safe place to store lawn equipment or others items without compromising the attached storage area and air quality of the home.

In 2022, Council approved the construction of 318 Sycamore Avenue SW. The home is 1,248 sq ft with three (3) bedrooms with two and one-half (2.5) baths. Staff received 78 applications for both 314 Sycamore Avenue SW and 318 Sycamore Avenue SW. Tyler J. Gacek was the highest scoring applicant as he is a first-time homebuyer, under 80% of area median income, and has completed his homebuyer education class all of which are required by HUD to be eligible to purchase. In addition, Mr. Gacek also completed additional education classes and has volunteered for a number of City- sponsored events and Community Free Clinic. Volunteer efforts are another matrix category within the application scoring process which allows a candidate to show they are committed to Concord and the community at-large. The listed purchase price was \$220,550 and the City received the full asking price.

Recommendation: Motion to adopt a resolution to sell 318 Sycamore Avenue SW to homebuyer Tyler J. Gacek for \$220,550.

3. Consider adopting an ordinance ordering the demolition of the structure located at 90 James St SW (PIN# 5620-85-0735) owned by Jeremiah Owens Jr.

The structure is located on a single parcel. Per the Cabarrus County land records, the building had a tax value before the fire of \$44,160. Upon inspection, the structure had massive damage due to fire and was considered to be dilapidated. Dexter Zimmerman, Code Enforcement Officer, opened the case March 22, 2023. The Finding of Fact and Order to Repair or Demolish was issued on April 17, 2023. The Order to Repair or Demolish said structure was not extended. The Order to Repair or Demolish expired on May 17, 2023. There have been no attempts to come into compliance with this case and no civil penalties have been imposed.

Recommendation: Motion to adopt an ordinance ordering the demolition of the structure located at 90 James St SW, Concord NC.

4. Consider adopting a Resolution Providing for the Issuance of Not to Exceed \$42,000,000 City of Concord, North Carolina General Obligation Parks and Recreation Bonds.

In November 2022, a GO Bond referendum for parks and recreations projects was approved by voters. Projects are soon going to begin construction and staff is recommending that a portion of the approved \$60 million bond referendum be issued. The attached resolution authorizes the issuance of \$42,000,000 in General Obligation Parks and Recreation Bonds. The details of the bonds are included in the resolution. The planned sale date is August 22, 2023.

Recommendation: Motion to adopt a Resolution Providing for the Issuance of Not to Exceed \$42,000,000 City of Concord, North Carolina General Obligation Parks and Recreation Bonds.

5. Consider approval of the First Amendment to the Interlocal Sewer Agreement with WSACC and other member jurisdictions.

The Interlocal Sewer Agreement was fully executed on December 21, 2021 to provide a framework for the distribution of sewer allocation to the member jurisdictions. This amendment will distribute the sewer capacity from the 2024 expansion at the Rocky River Regional Wastewater Treatment Plant.

Recommendation: Motion to approve the First Amendment to the Interlocal Sewer Agreement.

6. Consider awarding a bid in the amount of \$878,527.15 to Pike Electric, LLC for subsurface construction of Substation V at 7437 Ruben Linker Rd.

Substation V Site-work/grading is now complete. Bid specifications for construction of the concrete foundations and all subsurface construction were developed and a formal bid was held on July 19, 2023. Five construction firms submitted bids, which were evaluated by staff for adherence to specifications. Pike Electric, LLC was the lowest bidder at \$878,527.15. Pike Electric, LLC was deemed to be a responsive and responsible bidder. Upon a Notice to Proceed letter, Pike Electric, LLC will have 150 days to perform the work.

Recommendation: Motion to award a bid for \$878,527.15 to Pike Electric, LLC for subsurface construction of Substation V at 7437 Ruben Linker Rd.

7. Consider approving the Concord Co-Sponsorship application for the Downtown Concord-Cabarrus Arts Council Art Walk on Union.

The event organizers are requesting assistance for police presence before and during the event, as well as transportation barricades to be provided the Friday before the event and picked up on the Monday following the event. Organizers are also requesting 4 trash cans to be provided by solid waste to be dropped off before the event and picked up after the event.

Recommendation: Motion to approve the Concord Co-Sponsorship application for the Downtown Concord-Cabarrus Arts Council Art Walk on Union taking place on September 9, 2023.

8. Consider approving the Concord Co-Sponsorship application for the Logan Community Association's-Neighborhood Reunion.

The event organizers are requesting assistance for police presence during the event, as well as the waiver of the 85/15 split for the event vendors. Organizers are also requesting additional trash cans be provided and dropped off before the event, as well as assistance with cleaning up after the event.

Recommendation: Motion to approve the Concord Co-Sponsorship application for the Logan Community Association's-Neighborhood Reunion, to be held on September 3, 2023, contingent on applicant securing appropriate insurance coverage, as required by the city.

9. Consider recognizing the Granary Oaks Home Owners Association in the City's Partnership for Stronger Neighborhoods program.

The neighborhood, with 55 single-family detached homes, is located in west Concord near Cox Mill Elementary. Granary Oaks is one of the neighborhoods that will have a trail connecting them to the City's greenway network. The HOA board was newly established in Sept. 2022. Officers for the Association are President Steve Wood; Vice President Griffin Goeddel; Treasurer Griffin Goeddel; and Secretary Maha Ramani.

They have submitted all the required documentation for recognition. By approving their inclusion in the program, the City would have a total of 77 recognized neighborhoods in the Partnership for Stronger Neighborhoods since the program's foundation in 2000.

Recommendation: Motion to approve the acceptance of Granary Oaks as a recognized neighborhood in the Partnership for Stronger Neighborhoods Program..

10. Consider authorizing the City Manager to eliminate the City's Old Corrugated Cardboard (OCC) Recycling program and not enter into a new contract agreement.

The City has contracted with Benfield Sanitation Services since 2012 for the collection of OCC cardboard at no cost from local businesses. The City's pricing was set by rental and service cost for frequency of collection per month for each participating business. Rebates were given based on current Yellow Sheet pricing.

The program was created to provide recycling of cardboard materials from businesses/industries across the City with a goal to promote environmental stewardship while recovering enough revenue to offset a sizable amount of the collection cost. The contract terms have not substantially changed since 2012 and the contract has been extended or renewed until 2023. In June of 2023, Republic Services purchased Benfield Sanitation and did not provide the opportunity for the City to renew or extend the contract until the terms could be reviewed and/or revised under Republic Services. We are operating month to month on an as-is basis until Republic Services can provide us with a draft new contract. This time provides the City with an opportunity to consider the benefits/costs of continuing the program.

Tonnage has decreased each year of the program to just 1,185 tons this past year and only \$30,389 in revenue due to the declining recycling markets both in the US and worldwide. The net cost per ton was equivalent to \$186 per ton collected. The program cost for FY24 is estimated to be \$248,000 with 289 business customers participating (most with once per week service). If the program is discontinued, businesses would choose to continue based on need with a private collection company at a cost anywhere from \$60 to \$70 per month. The City would communicate with each participating business via a letter allowing for a 90 day notice of elimination of the program.

Recommendation: Motion to authorize the City Manager to eliminate the Old Corrugated Cardboard (OCC) Recycling Program with area businesses and not enter into a new contract for the program.

11. Consider authorizing the City Manager to sign a contract with Gillig LLC utilizing the Piedmont Authority for Regional Transportation (PART) consortium contract for the purchase of two (2) new 35' heavy duty hybrid electric diesel replacement buses for the Rider system.

Rider Transit's recent bus replacements (8 units) took two years, three different competitive grants, and three different orders to be able to move forward with those purchases to replace a rapidly aging fleet that was already past their useful life. Due to the recent infusion of CARES and ARP transit funding, while still receiving our normal FTA formula allocations in 2020, 2021 and 2022, Rider Transit has FTA grant funding in hand to proactively move forward with replacing our last two aging buses without waiting

for them to exceed their useful life (500,000 miles) and then having to compete for discretionary funding against the rest of the country.

Additionally, over the last 18-24 months, the cost per unit of these vehicles has been increasing approximately \$10,000 per month due to supply chain costs and parts and materials availability issues. Moving forward with this purchase now will help ensure the delivery of these replacement vehicles as soon as possible at the lowest cost possible, which will help minimize potential impacts on maintenance, operations, and most importantly, service delivery to our customers and communities. The FTA funds will cover 85% of the cost of the two vehicles (\$1,596,803). The remaining 15% (\$281,789) will be split 50/50 between Concord and Kannapolis (\$140,894.50 each). This request was approved by Kannapolis City Council at their 7/24/23 meeting, and by the Concord Kannapolis Transit Commission at their 8/2/23 meeting.

Recommendation: Motion to authorize the City Manager to sign a contract with Gillig LLC utilizing the PART consortium contract with a not to exceed maximum cost of \$1,878,592.

12. Consider authorizing the City Manager to sign a contract with Benesch to develop and implement a biennial Customer Service Satisfaction Program for Rider Transit and CCTS.

There has never been a formal consistent assessment of public transit service customer satisfaction. Currently, both Rider Transit and CCTS reply on customer complaints and occasional comments/suggestions. This provides an incomplete picture as to how users feel about the services provided to them. Staff would like to build a customer service satisfaction program to assess current operations, establish benchmarks, and then monitor on an intentional/regular basis every two years moving forward. A task order was issued earlier this spring to our On Call transit planning partners; HDR (\$150,936) and Benesch (\$74,780). Staff recommends utilizing Benesch as Transit's planning partner for this task.

This project is included in the FY 23-24 Rider Transit budget and will be paid for utilizing 5303 Transit Planning funds through the CRMPO. No additional matching funds are needed from Concord, Kannapolis, or Cabarrus County. This request was approved by the Concord Kannapolis Transit Commission at their 8/2/23 meeting.

Recommendation: Motion to authorize the City Manager to negotiate and sign a contract with Benesch with a not-to-exceed maximum cost of \$74,780.

13. Consider authorizing the City Manager to negotiate and execute a contract with Richard Burrage, Inc. for the replacement of the culvert on Le Phillip Ct.

The Le Phillip Ct. Storm Pipe Replacement project consists of the removal of an existing 48" corrugated metal pipe and the installation of 79.50 linear feet of 10' x 4' precast concrete box storm pipe for the purpose of providing public storm drainage protection, including water and sanitary sewer adjustments, coordination with utility agencies on other utility adjustments by others, roadway pavement reconstruction, and other appurtenances. The project was bid under the formal bidding process, bids were taken on July 13, 2023. Eight (8) bids were received and the lowest responsible bidder was Richard Burrage, Inc. in the amount of \$898,023.12.

Recommendation: Motion authorizing the City Manager to negotiate and execute a contract with Richard Burrage, Inc. in the amount of \$898,023.12 for the replacement of the storm water culvert on Le Phillip Ct.

14. Consider authorizing the City Manager to negotiate and execute a contract with J.D. Goodman Company for the Dorton Park Renovations a part of Group 1 bond projects.

The Dorton Park Renovations will consist of the construction of a new restroom building, existing restroom renovation, picnic shelter renovation, playground graded pad, expanding disc golf course, soccer field, stream restoration, two pedestrian bridges, concrete sidewalks, parking lot extension,

asphalt trails, gravel trails, tennis court resurfacing, fencing, sports netting all with the associated grading, stormwater infrastructure, utilities, erosion control, and plantings.

The project was bid under the formal bidding process and two bids were received on June 29, 2023. As required by NC GS 143-132 under the formal bidding process, three bids must be received before they can be opened. Bids were returned unopened to the bidders and the project was re-advertised. Bids were received a second time on July 11, 2023. This time two bids were received and, as allowed by NC GS 143-132, were allowed to be opened. The lowest responsible bidder was J.D. Goodrum Company in the amount of \$4,555,993.16 for the base bid. We are also recommending accepting the two alternates of the tennis courts resurfacing in the amount of \$96,000 and the parking lot expansion in the amount of \$241,198.20. The total project amount including the alternates is \$4,893,191.36, which is within the budgeted amount.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with J.D. Goodrum Company in the amount of \$4,893,191.36 for the Dorton Park Renovations as part of the bond projects.

15. Consider authorizing the City Manager to negotiate and execute a contract with D. R. Reynolds Company, Inc. for design build services for Fire Station 6/Police David District Substation.

The Fire Station 6/Police David District project located at Concord-Padgett Regional Airport has met the criteria for design build project delivery and a request for qualification statements was advertised on May 23, 2023. Five statements were received with three companies being shortlisted for interviews. From the interviews, D. R. Reynolds Company, Inc., was selected. D. R. Reynolds is teaming with Pinnacle Architecture P.A., GAR Engineering, Pippin Engineering, and AWCK to deliver the project. D. R. Reynolds Company, Inc. has completed a total of 31 fire stations since 2009 across North Carolina and Pinnacle Architecture has experience designing fire and police facilities. The contract with D. R. Reynolds Company, Inc. would consist of two phases; pre-construction services and construction services. The contract will be a fixed fee for pre-construction services and a Guaranteed Maximum Price (GMP) for construction services will come back for Council approval. The pre-construction fee is \$350,000. The new facility is anticipated to be three story and construction is preliminarily estimated at \$9,300,000.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with D. R. Reynolds Company, Inc. for design build services for Fire Station 6/Police David District Substation.

16. Consider abandoning an existing 40' easement across property at 160 Emery Avenue NW (PIN 5611 89 3995 0000).

There is an existing water and sewer easement recorded in Deed Book 292 Page 331 and 332 dated September 1959 to the Parkwood Sanitary District. This parcel has redeveloped and the sanitary sewer was rerouted. The new easement for the rerouted sewer has been recorded and the existing easement is no longer necessary.

Recommendation: Motion to approve the attached resolution authorizing the Abandonment of an easement.

17. Consider a Preliminary Application from Michael Cowan.

In accordance with City Code Chapter 62, Michael Cowan has submitted a preliminary application for water service outside the City limits. The property is located at 896 Crestmont Drive. The property is currently in Concord's ETJ and is zoned RM- 1. The applicant is proposing a single family home. City sanitary sewer is not available to this parcel.

Recommendation: Motion to accept the preliminary application and have the owner proceed to the final application phase excluding annexation.

18. Consider a revised Preliminary Application from Stephen and Lorraine Box.

In accordance with City Code Chapter 62, Stephen and Lorraine Box have submitted a preliminary application for water service outside the City limits. The property is located at 1621 Gold Hill Road. The property is currently in Concord's ETJ and is zoned RM- 1. The applicant is proposing a single family home. City sanitary sewer is not available to this parcel.

Recommendation: Motion to accept the preliminary application and have the owner proceed to the final application phase excluding annexation.

19. Consider allowing a change in project title for approved preliminary sewer allocation PSA-2022-00030 DairiO-Copperfield Commercial Subdivision.

PSA-2022-00030 DairiO-Copperfield Commercial Subdivision was approved by Council at the July 19, 2022 work session and has received a six month extension valid until January 19, 2024. The applicant, Craig Craver, has requested that the project be not specifically tied to DairiO but allowed to be any type of restaurant as long as the sewer flows do not exceed the approved amount of 3,000 gpd.

Recommendation: Make a motion allowing a change in project title from PSA-2022-00030 DairiO-Copperfield Commercial Subdivision to Restaurant-Copperfield Commercial Subdivision.

VII. Consent Agenda

A. Consider approving a License to Attach Banners to City of Concord Property to Conder Flag Company for the placement of temporary race banners on Bruton Smith Blvd and Hwy 29.

Conder Flag Company has requested to place banners on City light poles on Bruton Smith Boulevard (between I-85 and Hwy 29) and Hwy 29 (Exit 49 area between Mecklenburg County and the Rocky River) to promote the Bank of America Roval 400. The City will receive \$15 for each attachment. As required, the North Carolina Department of Transportation has reviewed and approved the banner design. The applicant may install the banners no earlier than September 21, 2023 and must remove the banners no later than October 12, 2023.

Recommendation: Motion to approve a License to Attach Banners to City of Concord Property to Conder Flag Company for the placement of temporary race banners on Bruton Smith Blvd and Hwy 29

B. Consider approving a \$1,000 donation to the Junior Charity League of Concord from the Mayor's Golf Tournament Fund and to adopt a budget amendment.

If approved, the funds will be used for their main service project, the Mariam C. Schramm Clothing Room. In September, the Mariam C. Schramm Clothing Room will begin its 50th year of serving economically disadvantaged students in Concord and Cabarrus County.

During the 2022-2023 school year, the Clothing Room served 821 students who were selected by their school social workers/guidance counselors to come to the Clothing Room. Of the 821 students served, 140 students, 17.05% of our total population served, were considered homeless under the McKinney-Vento Homeless Act.

Each student receives new clothing as well as necessary toiletries which include full-size shampoo, soap, toothbrush, toothpaste and deodorant.

Recommendation: Motion to approve a \$1,000 donation from the Mayor's Golf Tournament Fund to the Junior Charity League of Concord and to adopt a budget ordinance appropriating the donation.

C. Consider authorizing Concord-Padgett Regional Airport to apply for the FY24 North Carolina Department of Transportation, State Transportation Improvement Program (STIP) Grant.

The FY24 North Carolina Department of Transportation State Transportation Improvement Program (STIP) Grant provides state aid in the forms of loans and grants to cities, counties and public airport authorities for the purpose of planning, acquiring, constructing, or improving municipal, county and other publicly owned or controlled airport facilities. If awarded, the funds of \$300,000 will be utilized for construction of the North Apron Expansion.

Recommendation: Motion to authorize Concord -Padgett Regional Airport to apply for the FY24 North Carolina Department of Transportation State Transportation Improvement Program (STIP) Grant.

D. Consider approving the Rider Transit Public Transportation Agency Safety Plan Annual Update Review.

The PTASP final rule (49 C.F.R. Part 673) intends to improve public transportation safety by guiding transit agencies to more effectively and proactively manage safety risks in their systems. It requires certain recipients and sub-recipients of FTA grants that operate public transportation to develop and implement safety plans that establish processes and procedures to support the implementation of Safety Management Systems (SMS). This requires approval from the Accountable Executive, Concord Kannapolis Transit Commission, Concord City Council, and Cabarrus Rowan MPO for annual reviews.

Minor changes were made to the language to update staffing and account for new safety targets, in order to remain in compliance with PTASP final rule.

Recommendation: Motion to approve the Rider Transit Public Transportation Agency Safety Plan Annual Update Review.

E. Consider accepting an offer of infrastructure at Amhurst Subdivision PH 2, Copperfield Market Buildings 2,3 and 7, Heritage Ridge at Moss Creek Subdivision, Ellenwood Park Subdivision, Granary Oaks Subdivision.

In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following are being offered for acceptance: 263 LF of 12-inch water line, 1,634LF of 8-inch water line, 18 LF of 6-inch water line, 16 valves, 5 fire hydrants, 2,014 LF of 8-inch sanitary sewer, 10 manholes, and 7,514 LF of roadway.

Recommendation: Motion to accept offers of infrastructure at Amhurst Subdivision PH 2, Copperfield Market Buildings 2,3 and 7, Heritage Ridge at Moss Creek Subdivision, Ellenwood Park Subdivision, Granary Oaks Subdivision.

F. Consider Accepting an Offer of Dedication of utility easements and public rights-of-ways in various subdivisions.

In accordance with CDO Article 5, the following final plats and easements are now ready for approval: 9101 Edenbury Drive Subdivision. Various utility easements and public rights-of-ways are offered by the owners.

Recommendation: Motion to accept the offer of dedication on the following plat and easements: 9101 Edenbury Drive Subdivision.

G. Consider approving an addition of new HUD issued regulations within the policies and procedures manual for the City of Concord HOME Consortium Manual, City of Concord HOME Manual and Concord's HOME-American Rescue Plan (HOME-ARP) Manual.

As the lead entity for the Cabarrus/Iredell/Rowan HOME Consortium, Concord is responsible for reporting activities and accomplishments to HUD for all Consortium activities. As such, Concord is responsible for updating and amending policy changes released by HUD and disseminating new regulations to Consortium Members as well as subrecipients. In recent months HUD has released the following Acts: 1) The Violence Against Woman Act (VAWA) - designed to protect victims of domestic,

dating or sexual assault or stalking from problematic local laws; 2) The Build American, Buy American (BABA) Act - focuses on maximizing the federal government's use of services, goods, products, and materials produced and offered in the United States; and 3) The National Standards for the Physical Inspection of Real Estate (NSPIRE) – consolidate, update, and enhance the Housing Quality Standards (HQS) and the Uniform Physical Condition Standards to establish a unified inspection protocol for inspections.

The addition of these regulations to the three (3) manuals will ensure Concord remains in compliance with the federal regulations which are currently in effect or will be in effect this fiscal year.

Recommendation: Motion to approve the addition of new HUD issued regulations within the policies and procedures manual for the City of Concord HOME Consortium Manual, City of Concord HOME Manual and Concord's HOME-American Rescue Plan (HOME-ARP) Manual.

H. Consider adopting a resolution to approve required HUD Certification for SEMAP (Section 8 Management Assessment Program).

The collection of information is required by 24 CFR 985.101, which requires a Public Housing Agency to submit an annual SEMAP certification within 60 days after the end of its fiscal year.

Recommendation: Motion to adopt a resolution to approve the certification for SEMAP for fiscal year ending June 30, 2023.

I. Consider adopting a project ordinance amendment for the decrease of HOME program income budget to actual received for FY23.

The current budget is \$1,145,154 and needs to be decreased to \$1,084,640.

Recommendation: Motion to adopt a project ordinance amendment to decrease HOME program income for FY23 by \$60,514.

J. Consider adopting a project ordinance amendment for the increase of CDBG program income budget to actual received for FY23.

The current budget is \$111,212 and needs to be increased to \$199,213.

Recommendation: Motion to adopt a project ordinance amendment to increase CDBG program income for FY23 by \$88,001.

K. Consider approving a change to the classification/compensation system to include the following classification: Technical Specialist.

The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of the Technical Specialist (Grade IT03) with a salary range of \$58,672.55 (minimum) - \$77,447.76 (midpoint) - \$96,809.70 (maximum).

L. Receive quarterly report on water and wastewater extension permits issued by the Engineering Department in the second quarter of 2023.

In accordance with City Code Chapter 62, attached is a report outlining the water and wastewater extension permits that were issued between April 1, 2023 and June 30, 2023.

Recommendation: Motion to receive the second quarter water and wastewater extension report for 2023.

M. Receive monthly report on status of investments as of June 30, 2023.

A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report on the status of investments each month.

Recommendation: Motion to accept the monthly report on investments.

N. Consider acceptance of the Tax Office reports for the month of June 2023.

The Tax Collector is responsible for periodic reporting of revenue collections for the Tax Collection Office.

Recommendation: Motion to accept the Tax Office collection reports for the month of June 2023.

O. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of June 2023.

G.S. 105-381 allows for the refund and/or release of tax liability due to various reasons by the governing body. A listing of various refund/release requests is presented for your approval, primarily due to overpayments, situs errors and/or valuation changes.

Recommendation: Motion to approve the Tax releases/refunds for the month of June 2023.

VIII. Matters not on the Agenda

- Transportation Advisory Committee (TAC)
- Metropolitan Transit Committee (MTC)
- Centralina Regional Council
- Concord/Kannapolis Transit Commission
- Water Sewer Authority of Cabarrus County (WSACC)
- WeBuild Concord
- Public Art Commission
- Concord United Committee

IX. General Comments by Council of Non-Business Nature

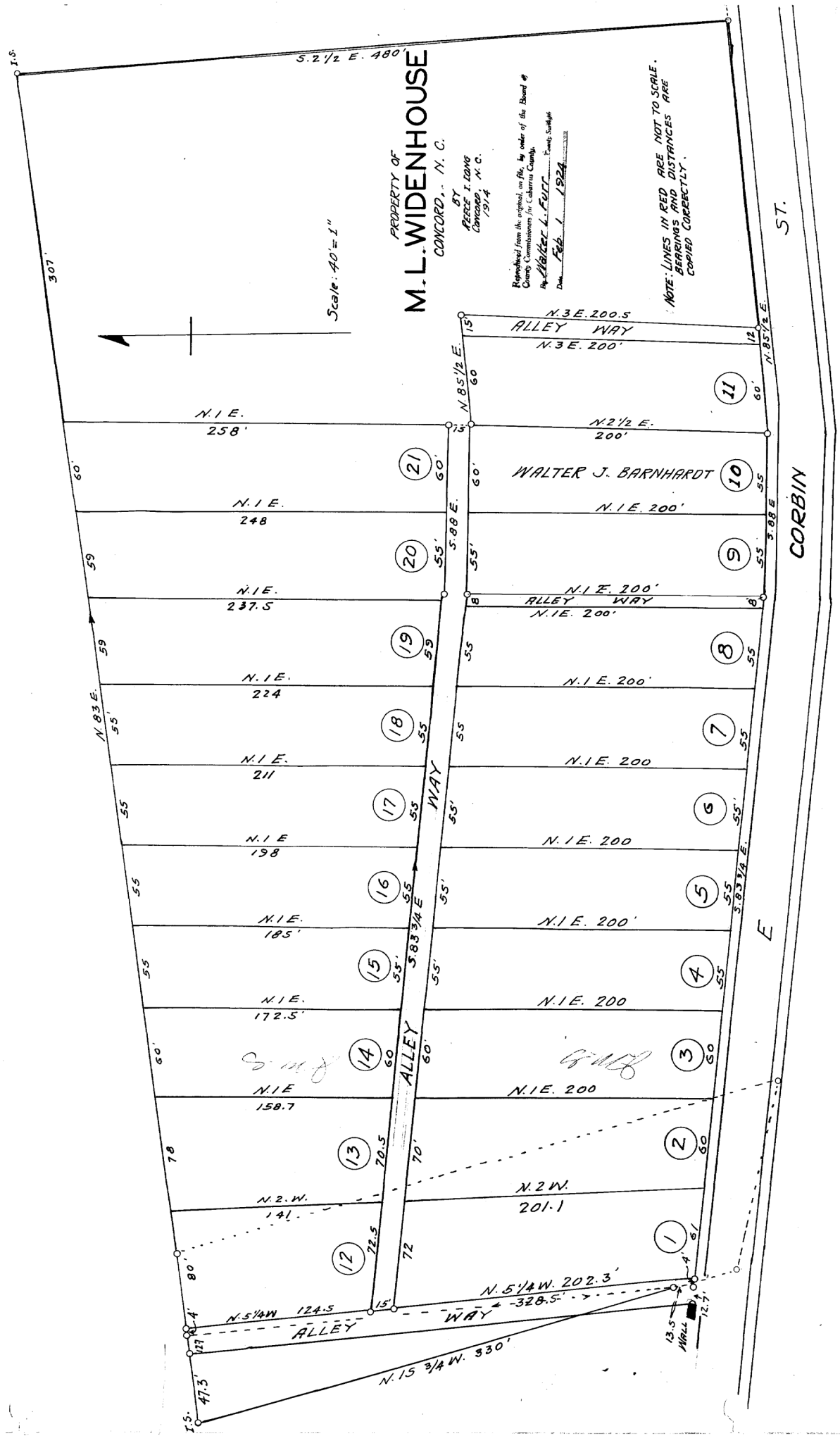
X. Closed Session (If Needed)

XI. Adjournment

*IN ACCORDANCE WITH ADA REGULATIONS, PLEASE NOTE THAT ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE CITY CLERK AT (704) 920-5205 AT LEAST FORTY-EIGHT HOURS PRIOR TO THE MEETING.

Book 1 page 36

B1 36



PROPERTY OF
M. L. WIDENHOUSE
 CONCORD, N. C.

BY
 PERCE T. LONG
 CONCORD, N. C.
 1924

Reproduced from the original on file by order of the Board of
 County Commissioners for Cabarrus County,
 By **WALTER L. FULT** County Surrogate
 Date **FEB 1 1924**

NOTE: LINES IN RED ARE NOT TO SCALE.
 BEARINGS AND DISTANCES ARE
 COPIED CORRECTLY.

Scale: 40' = 1"



A RESOLUTION ORDERING THE CLOSING OF A PORTION OF AN ALLEY PARALLEL TO
CORBAN AVENUE SE

WHEREAS, on the 8th day of June, 2023, the City Council for the City of Concord directed the City Clerk to publish the Resolution of Intent of the City Council to consider the closing a portion of an alley parallel to Corban Avenue SE in the Independent Tribune newspaper once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in the City Hall at 35 Cabarrus Avenue, West, Concord, N.C., on July 13, 2023.

WHEREAS, the City Council on the 8th day of June, 2023, ordered the City Clerk to notify all persons owning property abutting on that portion of the right-of-way, as shown on the county tax records, by registered or certified mail, enclosing with such notification a copy of the Resolution of Intent; and

WHEREAS, the City Clerk has advised the City Council that she sent a letter to each of the abutting property owners advising them of the day, time and place of the meeting, enclosing a copy of the Resolution of Intent, and advising the abutting property owners that the question as to closing that portion of the alley would be acted upon, said letters having been sent by registered or certified mail; and

WHEREAS, the City Clerk has advised the City Council that adequate notices were posted on the applicable street(s) as required by G.S. 160A-299; and

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said street in the public hearing held on the 10th day of August, 2023; and

WHEREAS, it now appears to be to the satisfaction of the City Council that the closing of said portion of street is not contrary to the public interest and that no individual owning property, either abutting the street or in the vicinity of the street, will as a result of the closing be thereby deprived of a reasonable means of ingress and egress to his property;

NOW, THEREFORE, the area described below is hereby ordered closed, and all right, title, and interest that may be vested in the public to said area for street purposes is hereby released and quitclaimed to the abutting property owner in accordance with the provisions of N.C.G.S. §160A-299;

Lying and being in the City of Concord, Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at #4 rebar at property belonging to Charles Stapleton and wife Stephanie Stapleton Lot 6 MB 1 PG 36 Tract 1 DB 13064 PG 274 5630-17-2806 traveling 226.42 feet N 86° 03' 56" W to #4 rebar, thence traveling 15.27 feet N 03° 27'03" to a stake at the corner of property Charles Stapleton and wife Stephanie Stapleton lots 14-17 MB 1 PG 36 Tracts 3 & 4 DB 13064 Pg 274 5630-180077, 5630-18-2007, thence traveling 225.18 feet S 85°31'42" W to a stake, thence traveling 14.97 feet S 01°48'50" E to the beginning # 4 rebar

The Mayor and the City Clerk are hereby authorized to execute quitclaim deeds or other necessary documents in order to evidence vesting of all right, title and interest in those persons owning lots or parcels of land adjacent to the street or alley, such title, for the width of the abutting land owned by them, to extend to the centerline of the herein closed street (with provision for reservation of easements to the City of Concord for utility purposes) in accordance with the provision of G.S. 160A-299(c).

The City Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Cabarrus County a certified copy of this resolution and order.

This the 10th day of August, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor

ATTEST:

Kim Deason, City Clerk

RESOLUTION OF INTENT

WHEREAS, G.S. 160A-299 authorizes the City Council to close public streets and alleys; and

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closure of an unopened portion of an alley parallel to Corban Avenue, SE as more specifically set forth below:

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

(1) A meeting will be held at 6:00 p.m. on the 13th day of July, 2023 at the City Hall Council Chambers, 35 Cabarrus Ave. W, Concord, NC to consider a resolution on the closure of the area described as follows:

Lying and being in the City of Concord, Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at #4 rebar at property belonging to Charles Stapleton and wife Stephanie Stapleton Lot 6 MB 1 PG 36 Tract 1 DB 13064 PG 274 5630-17-2806 traveling 226.42 feet N 86° 03' 56" W to #4 rebar, thence traveling 15.27 feet N 03° 27' 03" to a stake at the corner of property Charles Stapleton and wife Stephanie Stapleton lots 14-17 MB 1 PG 36 Tracts 3 & 4 DB 13064 Pg 274 5630-180077, 5630-18-2007, thence traveling 225.18 feet S 85° 31' 42" W to a stake, thence traveling 14.97 feet S 01° 48' 50" E to the beginning # 4 rebar

(2) The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in The Independent Tribune or other newspaper of general circulation in the area.

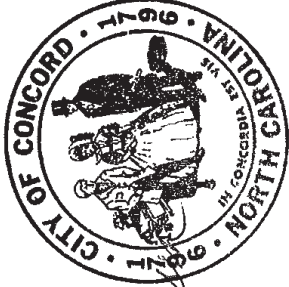
(3) The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.

(4) The City Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Adopted this 8th day of June, 2023.




ATTEST:

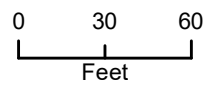
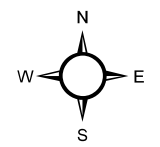
Kim Deason
Kim Deason, Clerk



CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA
William C. Dusch
William C. Dusch Mayor

**Right-of-Way
Proposed Closure**

	Closure Area
	Addresses
	Parcels



WILKINSON CT SE

Subject right-of-way

HOPKINS ST SE

CORBAN AVE SE

HUDSON ST SE

ST SE

Point of Beginning (POB) E 1521502.48, N 607962.50

Edge Table

Edge	Bearing & Distance
E1	N86°03'56"W for 226.42'
E2	N03°27'03"W for 15.27'
E3	S85°32'42"E for 225.18'
E4	S01°48'50"E for 14.7'

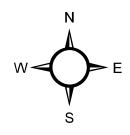
THIS MAP IS NOT A CERTIFIED SURVEY and has not been reviewed by a local government agency for compliance with any applicable land development regulations.



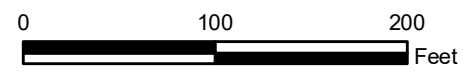
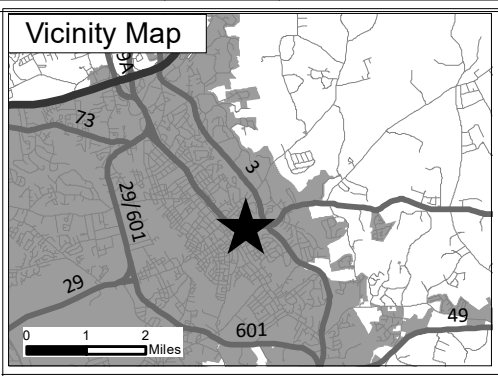
Right-of-Way Map City of Concord, NC

Legend

- Mapped Legal Description
- Parcel Boundaries
- Street Centerline
- Railroads



Hopkins St SE Right-of-way Proposed Closure



1 inch = 100 feet

Coordinate System: NAD 1983 State Plane NC FIPS 3200

Map prepared by City of Concord
Planning & Neighborhood Development Department

Meeting Date

June 8, 2023

Annexation Staff Report

This request is a voluntary annexation petition of +/- 47.52 acres of property on Copperfield Blvd. The property is currently zoned C-2 (General Commercial) and I-1 (Light Industrial) in the City of Concord ETJ. A map has been provided depicting the property's location.

The property in question was acquired by Copperfield, Inc. by deed recorded in Cabarrus County Register of Deeds Book 8530 Page 0049 as recorded on December 30, 2008. A rezoning hearing will not be required as this parcel is located in the ETJ. The subject parcel is located within the Mixed Use Activity Centers (MUAC) Land Use Category of the 2030 Land Use Plan.

As with all annexations, internal and external entities are notified and given the opportunity to provide comments or feedback on the petitioner's proposal prior to Council's consideration at the hearing. No comments were returned.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 47.52 ACRES OF
PROPERTY LOCATED AT 1085 COPPERFIELD BLVD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by the City of Concord, on June 8th, 2023 to annex the area described below; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petitions; and

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on June 8, 2023 after due notice by The Independent Tribune on May 28th, 2023; and

WHEREAS, the City Council finds that the petitions meet requirements of G.S. 160A-58.1;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord, North Carolina, that:

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 8th day of June 2023:

All those certain parcels of land, situated, lying and being in Cabarrus County, North Carolina, and more particularly described as follows:

Tract 1: Beginning at a computed point, said point being located on the northern right-of-way of Dickens Place NE (60' Public R/W), said point being located S 36°00'39" W 9.39 feet from a R/W Disk, thence with the northern right-of-way of Dickens Place NE (60' Public R/W) the following six (6) calls: (1) S 36°00'39" W 24.00 feet to a R/W Disk; (2) with a curve to the left, having a radius of 282.50 feet, an arc of 290.94 feet and a chord bearing and distance of S 01°04'16" E 278.25 feet to a R/W Disk; (3) S 30°34'36" E 220.00 feet to a R/W Disk; (4) with a curve to the right having a radius of 267.50 feet, an arc of 138.43 feet and a chord bearing and distance of S 15°45'10" E 136.89 feet to a R/W Disk; (5) N 88°57'00" E 64.95 feet to a R/W Disk; (6) N 06°20'56" W 63.22 feet to a R/W Disk, said disk being located on the southern right-of-way of Vinehaven Drive (60' Public R/W); thence with the southern right-of-way of Vinehaven Drive (60' Public R/W), the following two (2) calls: (1) N 41°58'28" E 91.84 feet to a R/W Disk; (2) N 66°40'01" E 138.85 feet to a calculated point; thence through the property of Copperfield, Inc. (Deed Bk. 8530, Pg. 49) the following three (3) calls: (1) S 23°18'22" E 89.69 feet to a calculated point; (2) S 20°48'20" W 143.75 feet to a calculated point; (3) S 72°38'00" E 263.79 feet to a calculated point, said point being located on the northern right-of-way of Copperfield Blvd. (Variable Public R/W); thence with the northern right-of-way of Copperfield Blvd. (Variable Public R/W) the following three (3) calls: (1) with a curve to the right, having a radius of 1362.70 feet, an arc of 918.21 feet and a chord bearing and distance of S 40°05'32" W 900.94 feet to a ½" rebar; (2) S 59°21'57" W 397.05 feet to a ½" rebar; (3) with a curve to the left, having a radius of 890.00 feet, an arc of 579.83 feet and a chord bearing and distance of S 40°45'49" W 569.63 feet to a 5/8" rebar, said rebar being a common corner with now or formerly CMC-Northeast, Inc. (Deed Bk. 7844, Pg. 23) thence with the property of now or formerly CMC-Northeast, Inc. (Deed Bk. 7844, Pg. 23), N 63°52'32" W 586.25 feet to a calculated point; thence through the property of Copperfield, Inc. (Deed Bk. 8530, Pg. 49) the following four (4) calls: (1) N 28°46'53" E 950.12 feet to a calculated point; (2) N 29°07'23" E 936.95.00 feet to a calculated point; (3) N 29°26'05" E 289.71 feet to a calculated point; (4) S 51°37'22" E 180.00 feet to the POINT AND PLACE OF BEGINNING and containing 37.415 AC.

Tract 2: Beginning at a ½" rebar, said rebar being located on the northern right-of-way of Vinehaven Drive (60' Public R/W), thence with the northern right-of-way of Vinehaven Drive (60' Public R/W) the following five (5) calls: (1) S 48°48'24" W 57.54 feet to a R/W Disk; (2) S 68°57'48" W 50.11 feet to a R/W Disk; (3) S 66°42'02" W 127.98 feet to a R/W Disk; (4) S 66°39'36" W 204.86 feet to a R/W Disk; (5) N 84°05'30" W 76.40 feet to a R/W Disk, said disk being located on the southern right-of-way of Dickens Place NE (60' Public R/W); thence with the southern right-of-way of Dickens Place NE (60' Public R/W) the following five (5) calls: (1) N 41°02'51" W 38.63 feet to a R/W Disk; (2) N 30°34'36" W 149.98 feet to a R/W Disk; (3) with a curve to the right, having a radius of 217.36 feet, an arc of 215.29 feet and a chord bearing and distance of N 02°12'32" W 206.60 feet to a R/W Disk; (4) N 26°28'10" E 34.31 feet to a R/W Disk; (5) N 37°45'57" E 41.96 feet to a 5/8" rebar, said rebar being a common corner with now or formerly MCRT3 Concord, LLC (Deed Bk. 11309, Pg. 206); thence with the property of now or formerly MCRT3 Concord, LLC (Deed Bk. 11309, Pg. 206), S 53°50'43" E 422.17 feet to a 5/8" rebar, said rebar being a common corner with now or formerly C & S of Concord, LLC (Deed Bk. 4339, Pg. 256); thence with the property of now or formerly C & S of Concord, LLC (Deed Bk. 4339, Pg. 256) N 89°54'59" E 199.46 feet to the POINT AND PLACE OF BEGINNING and containing 2.739 AC.

Street 1: Beginning at a 5/8" rebar, said rebar being located on the eastern right-of-way of Dickens Place NE, said rebar also being a common corner with now or formerly MCRT3 Concord, LLC (Deed Bk. 11309, Pg. 206), thence with the eastern right-of-way the afore mentioned right-of-way, twelve (12) calls: (1) S 37°45'57" W 41.96 feet to a R/W Disk; (2) S 26°28'10" W 34.31 feet to a R/W Disk; (3) with a curve to the left having a radius of 217.36, an arc of 215.29 feet and a chord bearing and distance of S 02°12'32" E 206.60 feet to a R/W Disk; (4) S 30°34'36" E 209.80 feet to a calculated point; (5) with a curve to the right, having a radius of 332.50, an arc of 182.13 feet and a chord bearing and distance of S 16°34'58" E 179.86 feet to a R/W Disk; (6) S 88°57'09" W 64.95 feet to a R/W Disk, said Disk being located on the western right of way of Dickens Place NE (60' Public R/W); thence with the western right-of-way of Dickens Place NE (60' Public R/W), (7) with a curve to the left having a radius of 267.50, an arc of 138.43 feet and a chord bearing and distance of N 15°45'10" W 136.89 feet to a R/W Disk; (8) N 30°34'21" W 220.00 feet to a R/W Disk; (9) with a curve to the right, having a radius of 282.50, an arc of 290.94 feet and a chord bearing and distance of N 01°04'16" W 278.25 feet to a R/W Disk; (10) N 36°00'39" E 33.37 feet to a R/W Disk; (11) N 37°29'31" E 62.81 feet to a ½" rebar; (12) thence crossing said right-of-way, S 35°06'28" E 63.15 feet to the POINT AND PLACE OF BEGINNING and containing 1.058 AC.

Street 2: Beginning at a R/W Disk, said R/W Disk being located on the southern right-of-way of Vinehaven Drive NE (60' Public R/W), said Disk being a common corner with the property of now or formerly Copperfield, Inc. (Deed Bk. 8530, Pg. 49), thence with the southern right-of-way of Vinehaven Drive NE (60' Public R/W) the following thirteen (13) calls: (1) N 29°57'27" W 69.99 feet to a R/W Disk; (2) N 75°59'46" W 61.50 feet to a R/W Disk; (3) S 66°40'01" W 378.20 feet to a R/W Disk; (4) S 41°58'28" W 91.84 feet to a R/W Disk; (5) with a curve to the left, having a radius of 332.50, an arc of 118.81 feet and chord bearing and distance of N 22°02'11" W 118.18 feet to a calculated point; (6) N 30°34'36" W 59.83 feet to a R/W Disk; thence with the northern right-of-way of the afore mentioned right-of-way, (7) S 41°02'51" E 38.63 feet to a R/W Disk; (8) S 84°05'30" E 76.40 feet to a R/W Disk; (9) N 66°39'36" E 204.86 feet to a R/W Disk; (10) N 66°42'02" E 127.98 feet to a R/W Disk; (11) N 68°57'48" E 50.11 feet to a R/W Disk; (12) N 48°48'24" E 96.15 feet to a R/W Disk; (13) N 33°42'27" E 78.46 feet to a R/W Disk, said Disk being located on the right-of-way of Copperfield Blvd. (80' Public R/W); thence with the right-of-way of Copperfield Blvd. (80' Public R/W) the following two (2) calls: (1) S 07°34'59" E 137.74 feet to a calculated point; (2) with a curve to the right, having a radius of 1362.70, an arc of 123.76 feet and a chord bearing and distance of S 04°31'02" W 123.72 feet to the POINT AND PLACE OF BEGINNING and containing 1.123 AC.

SECTION 2. Upon and after the 8th day of June, 2023 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of Concord shall cause to be recorded in the office of the Register of Deeds of Cabarrus County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

SECTION 4. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the City of Concord.

Adopted this 8th day of June 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:




Kim Deason, City Clerk

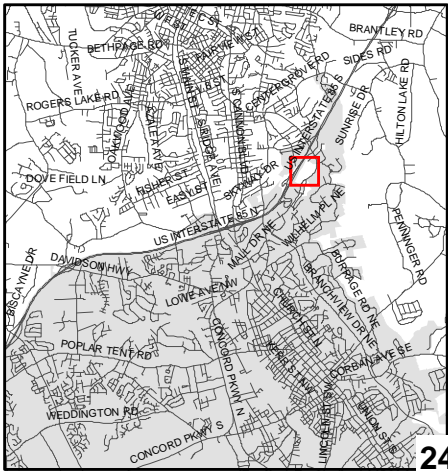
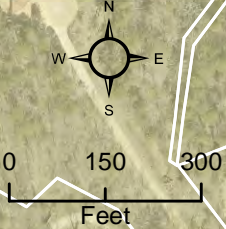
VaLerie Kolczynski, City
Attorney

**ANX-04-22
AERIAL**

Copperfield Inc

PIN: 5622-65-8770 (part of)

	Annexation Area
	Parcels
	City of Concord





DATE: July 18, 2023

REZONING CASE #: Z-11-23

ACCELA: CN-RZZ-2023-00003

DESCRIPTION: Zoning Map Amendment
C-2 (General Commercial) to RV (Residential Village)

APPLICANT/OWNER: Michael Rizzo

LOCATION: 239 Brookwood Ave NW

PIN#: p/o 5621-30-1719

AREA: +/- 0.17 acres

ZONING: C-2 (General Commercial)

PREPARED BY: Autumn C. James, Planning and Development Manager

BACKGROUND

The subject property consists of one (1) parcel comprising +/- 0.30 acres on a lot on the corner of Brookwood Ave NW and Gibson Dr NW. The applicant is requesting to rezone +/- 0.17 acres on the right and rear of the property.

HISTORY

The property was annexed into the City of Concord prior to 1932. The masonry building on the property is the former site of Roseman Carpet Cleaning. The property was acquired by Michael D. Rizzo by deed recorded in Cabarrus County Register of Deeds Book 16076 Page 0103 as recorded on June 17, 2022 and is currently unoccupied.

SUMMARY OF REQUEST

The applicant is requesting to rezone a portion the subject property C-2 (General Commercial) to RV (Residential Village) to build a single-family residence. The applicant is planning to utilize and maintain the existing masonry building on the C-2 zoned parcel to be used as a workshop for his custom cutlery business, and build a residence on the proposed rezoned portion for his personal residence.

Existing Zoning and Land Uses (Subject Parcel)					
Current Zoning of Subject Property	Zoning Within 500 Feet		Land Uses(s) of Subject Property	Land Uses within 500 Feet	
C-2 (General Commercial)	North	RV (Residential Village)	Commercial	North	Single Family Residential
	South	RC (Residential Compact)		South	Single Family Residential
	East	RV (Residential Village)		East	Single Family Residential
	West	RC (Residential Compact)		West	Single Family Residential

COMPLIANCE WITH 2030 LAND USE PLAN

The 2030 Land Use Plan (LUP) designates the subject property as “Commercial (C).” RV (Residential Village) is not a corresponding zoning district to the “Commercial” land use category, and therefore is not consistent with the land use plan. Approval of the rezoning would require a Land Use Plan amendment to Urban Neighborhood (UN) by City Council. The property is directly adjacent to UN designated property and RV is considered a consistent zoning district.

From the 2030 Land Use Plan – “Urban Neighborhood” (UN)

The intent of the Urban Neighborhood (UN) Future Land Use category is to provide a mix of moderate- to high-density housing options. These neighborhoods are relatively compact, and may contain one or more of the following housing types: small lot, single family detached, townhomes, condominiums, or apartments. The design and scale of development in an urban neighborhood encourages active living with a complete a comprehensive network of walkable streets. Cul-de-sacs are restricted to areas where topography, environment, or existing development makes other connections prohibitive. Lots at intersections of collector and arterial streets within or at the edges of urban neighborhoods may support neighborhood- and community-serving, pedestrian-oriented commercial or service uses such as coffee shops, cafes, beauty salons and light retail. Drive-through uses may be appropriate if designed and located so they access side streets and do not compromise pedestrian safety.

Policy Guidance:

Objective 1.3: Ensure that the Future Land Use Map allows sufficient development opportunities to meet existing and projected needs for residential, commercial, industrial and other land uses.

- *Monitor Land Use: Monitor existing, approved and planned land uses and compare development capacities with projected demands for all types of residential and non-*

residential development. The Future Land Use Map should provide adequate land to meet projected demands and provide market flexibility throughout the City.

SUGGESTED STATEMENT OF CONSISTENCY

- The subject property is approximately +/- 0.30 acres and currently zoned C-2 (Commercial).
- The subject property was annexed into the City of Concord prior to 1932 and is currently unoccupied.
- The proposed zoning is not consistent with the 2030 Land Use Plan (LUP) as RV (Residential Village) is not a corresponding zoning classification to the Commercial Land Use Category. However, the subject property is located adjacent to other properties zoned residential and would be compatible with the adjacent zoning to the north, south, east, and west.
- The zoning amendment is reasonable and in the public interest as it is consistent with the existing zoning adjacent to the subject property.

SUGGESTED RECOMMENDATION AND CONDITIONS

City staff does not have any issues with the proposal. The zoning map amendment will also need a Land Use Plan Amendment to the 2030 Land Use Plan. No conditions may be applied as the request is not for a “Conditional District.”

PROCEDURAL CONSIDERATIONS

This particular case is a rezoning, which under the CDO, is legislative in nature. Legislative hearings do not require the swearing or affirming of witnesses prior to testimony at the public hearing. As the request is not a Conditional District no conditions may be applied.

Drawn By: Autumn C. James
Return to: City of Concord ROD Box

CASE #: Z-11-23
PIN#: p/o 5621-30-1719

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF THE CITY OF CONCORD, NORTH CAROLINA
FOR PROPERTY LOCATED AT 239 BROOKWOOD AVE NW, CONCORD, NC

WHEREAS, the City of Concord, North Carolina, pursuant to the authority conferred by the North Carolina General Statutes 160A-364 enacted an Official Zoning Ordinance for the City of Concord, North Carolina and the Area of Extraterritorial Jurisdiction on July 28, 1977; and

WHEREAS, the City of Concord, North Carolina, pursuant to the authority conferred by North Carolina General Statute 160D-601 through 160D-605, 160D-701 through 160D-706, 160D-801 through 160D-808 and 160D-901 through 160D-951, may from time to time as necessary amend, supplement, change, modify or repeal certain of its zoning regulations and restrictions and zone boundaries; and

WHEREAS, the City of Concord, North Carolina, pursuant to the authority conferred by North Carolina General Statute, Chapter 160A, Art. 19, Session Laws of 1993, Chapter 247, House Bill 575 and Section 3.2.4.B.2 of the Concord Development Ordinance does hereby allow the Planning and Zoning Commission to be final approval authority for zoning changes of land, provided that at least three-fourths of the members present vote in the affirmative, and no appeal of the decision is taken; and

WHEREAS, Section 3.2.4.B.5 of the Concord Development Ordinance specifies that any person aggrieved by the decision of the Planning and Zoning Commission shall have the right to appeal the decision to the City Council within fifteen days of the decision of the Planning and Zoning Commission decision by giving written notice to the Administrator; and

WHEREAS, Section 3.2.4.B.2 of the Concord Development Ordinance specifies that a final approval decision shall not be in effect until the fifteen-day appeal period expires;

NOW, THEREFORE BE IT ORDAINED by the Planning and Zoning Commission of the City of Concord, North Carolina:

SECTION 1. That the P&Z Commission held a duly advertised public hearing on July 18, 2023. At the close of the public hearing, the P&Z Commission adopted the following "Statement of Zoning Consistency" as required by NC Gen Stat 160D-605.

- The subject property is approximately +/- .30 acres and currently zoned City of Concord C-2 (General Commercial).
- The subject property was annexed on into the City of Concord prior to 1932 and is currently unoccupied.
- The proposed zoning is not consistent with the 2030 Land Use Plan (LUP) as RV (Residential Village) is not a corresponding zoning classification to the Commercial Land Use Category. However, the subject property is located adjacent to other properties zoned residential and would be compatible with the adjacent zoning to the north, south, east, and west.
- The zoning amendment is reasonable and in the public interest as it is consistent with the existing zoning adjacent to the subject property.

The P&Z Commission then voted to recommend approval of the map amendment for p/o PIN 5621-30-1917 from C-2 (General Commercial) to RV (Residential Village), and designate the property UN (Urban Neighborhoods) in the 2030 Land Use Plan. Since the rezoning would result in a comprehensive plan amendment, it is forwarded to City Council for hearing with a recommendation from the Planning and Zoning Commission.

SECTION 2. That the City Council held a duly advertised public hearing on August 10, 2023. At the close of the public hearing, the City Council adopted the following "Statement of Zoning Consistency" as required by NC Gen. Stat 160D-605.

SUPPORTING APPROVAL

- The subject property is approximately +/- .30 acres and currently zoned City of Concord C-2 (General Commercial).
- The subject property was annexed on into the City of Concord prior to 1932 and is currently unoccupied.
- The proposed zoning is not consistent with the 2030 Land Use Plan (LUP) as RV (Residential Village) is not a corresponding zoning classification to the Commercial Land Use Category. However, the subject property is located adjacent to other properties zoned residential and would be compatible with the adjacent zoning to the north, south, east, and west.
- The zoning amendment is reasonable and in the public interest as it is consistent with the existing zoning adjacent to the subject property.

SUPPORTING DENIAL

- The subject property is approximately +/- .30 acres and currently zoned City of Concord C-2 (General Commercial).
- The subject property was annexed on into the City of Concord prior to 1932 and is currently unoccupied.
- The proposed zoning is not consistent with the 2030 Land Use Plan (LUP) as RV (Residential Village) is not a corresponding zoning classification to the Commercial Land Use Category. However, the subject property is located adjacent to other properties zoned residential and would be compatible with the adjacent zoning to the north, south, east, and west.
- The zoning amendment is not reasonable and in the public interest as it is not consistent with the existing zoning adjacent to the subject property.

IF VOTE TO APPROVE

The City Council then voted to APPROVE the map amendment by the required super-majority.

SECTION 3: That the Official Zoning Map is hereby amended by rezoning from City of Concord C-2 (General Commercial) to City of Concord RV (Residential Village) in the area described as follows and that the future land use designation of UN (Urban Neighborhoods) is applied in the 2030 Land Use Plan:

IF VOTE TO DENY

SECTION 3: The City Council then voted to DENY the rezoning from City of Concord C-2 (General Commercial) to City of Concord RV (Residential Village) in the area described as follows and that the future land use designation of UN (Urban Neighborhoods) is not applied in the 2030 Land Use Plan:

BEING A 0.30 ACRE PARCEL AT THE SOUTHWEST INTERSECTION OF BROOKWOOD AVE NW AND GIBSON ST NW LYING AND BEING IN THE CITY OF CONCORD, CABARRUS COUNTY NORTH CAROLINA BEING A PART TO THE SUBDIVISION OF BLOCK "A", "WADSWORTH ADDITION" MAP BOOK (MB) 1 PAGE (PG) 49 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF ORIENTATION BEING A NORTH CAROLINA GEODETIC MONUMENT NAMED "NCRR CB M355 1" HAVING COORDINATES OF N: 609,965.88FT-E:1,522,600.20FTNAD 83 (2011); THENCE FROM SAID MONUMENT N 28-50-50 E - 977.54' TO THE POINT OF BEGINNING BEING AN EXISTING MAGNETIC NAIL HAVING GRID COORDINATES OF N: 610,822.12FT-E: 1,523,071.84FTNAD 83 (2011) AND BEING THE NORTHEAST CORNER OF DAVID CRANFORD, DB 2138 PG 271 AND ON THE SOUTHERN SIDE OF THE 60' PUBLIC R/W FOR BROOKWOOD AVE NW; THENCE WITH SAID R/W N 70-20-30 E - 120.09' TO A 2" OPEN IRONPIPE AT THE SOUTHWESTERN R/W INTERSECTION OF BROOKWOOD AVE NW AND GIBSON ST NW; THENCE WITH THE 60' PUBLIC R/W FOR GIBSON ST NW S 1948-18 E - 129.61' TO A 1-1/2" OPENPIPE, BEING THE NORTHEAST CORNER OF OSVALDO LOPEZ, DB 6720 PG 36; THENCE WITH LINE OF SAID LOPEZ S 70-26-51 W - 72.80' TO A NEW REBAR SET (NRS), IN THE LINE OF JIMMY D. WHITE, DB 6725 PG 86; THENCE TWO CALLS WITH SAID LINE OF WHITE 1) N 13-54-11 W - 47.00' TO A NRS 2) S 83-5049 W 59.73' TO A 1" PIPE W/ELBOW IN THE LINE OF DAVID CRANFORD, DB 2138 PG 271; THENCE WITH SAID LINE OF CRANFORD N 14-54-08 W - 69.02' TO THE POINT OF BEGINNING, CONTAINING 0.30ACRES AND SHOWN ON A SURVEY BY HARRISBURG SURVEYING, DATED JANUARY 15, 2023, JOB# 221201

THE AREA WITHIN THE ABOVE DESCRIBED PARCEL TO BE REZONED IS LOCATED AS FOLLOWS. FROM THE POINT OF BEGINNING, AS DEFINED ABOVE; THENCE WITH THE SOUTHERN SIDE OF THE 60' PUBLIC R/W FOR BROOKWOOD AVE NW N 70-20-30 E - 71.00' TO A NRS, BEING THE TRUE POINT OF BEGINNING FOR REZONING LINE; THENCE CONTINUING WITH SAID R/W N 70-20-30 E - 49.09' TO A 2" OPEN IRONPIPE AT THE SOUTHWESTERN R/W INTERSECTION OF BROOKWOOD AVE NW AND GIBSON ST NW; THENCE WITH THE 60' PUBLIC R/VV FOR GIBSON ST NW S 1948-18 E - 129.61' TO A 1-1/2" OPENPIPE, BEING THE NORTHEAST CORNER OF OSVALDO LOPEZ, DB 6720 PG 36; THENCE WITH SAID LINE OF LOPEZ S 70-26-51 W - 72.80' TO A NEW REBAR SET (NRS), IN THE LINE OF JIMMY D. WHITE, DB 6725 PG 86; THENCE WITH SAID LINE OF WHITE 1) N 13-54-11 W 47.00' TO A NRS; THENCE TWO NEW CALLS THROUGH THE ABOVE DESCRIBED PARCEL 1) N 20-56-21 E - 29.10' TO A NRS 2) N 19-56-12 W - 60.64' TO THE POINT OF BEGINNING. CONTAINING 0.17ACRES AND SHOWN ON SURVEY BY HARRISBURG SURVEYING, DATED MAY 5, 2023, JOB# 221201

IF APPROVED

SECTION 4. That the establishment of this district and subsequent issuance of Zoning Clearance Permits are hereby authorized.

SECTION 5. That the above described property shall be perpetually bound to the uses authorized in the Concord Development Ordinance, as such may be amended from time to time and as provided for under Article 3 of the Concord Development Ordinance.

SECTION 6. That the effective date hereof is the 10th day of August, 2023

Adopted this 10th day of August, 2023

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

IF DENIED

SECTION 4. That the establishment of this district and subsequent issuance of Zoning Clearance Permits are hereby not authorized.

SECTION 5. That the above described property shall be perpetually bound to the uses authorized in the Concord Development Ordinance, as such may be amended from time to time and as provided for under Article 3 of the Concord Development Ordinance.

SECTION 6. That the effective date hereof is the 10th day of August, 2023

Adopted this 10th day of August, 2023

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": City of Concord

(b) "Buyer": Roxanne Stanard

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property will will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.)

Street Address: 314 Sycamore Avenue SW
City: Concord Zip: 28025
County: Cabarrus County, North Carolina

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

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit _____, Block/Section _____, Subdivision/Condominium _____
as shown on Plat Book/Slide 00088 at Page(s) 00090

The PIN/PID or other identification number of the Property is: 56206494320000

Other description: Legal: TR2 City of Concord

Some or all of the Property may be described in Deed Book 00088 at Page 00090

(d) "Purchase Price":

\$ 232,800

\$ 0.00

\$ 1000.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 0.00

\$ 231,800.00

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by cash personal check official bank check wire transfer electronic transfer (specify payment service: _____)
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer within five (5) days of the Effective Date of this Contract.
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME BEING OF THE ESSENCE** by cash official bank check wire transfer electronic transfer
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

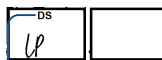
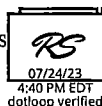


This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
Revised 7/2022
© 7/2022

Buyer's initials RS Seller's initials DS



NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may be entitled to recover reasonable attorney fees and court costs. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 23 for remedies in the event of breach of this Contract.

(f) **"Escrow Agent"** (insert name): SOTO Law Office

Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

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



THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence":** Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee":** A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 23(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period":** The period beginning on the Effective Date and extending through 5:00 p.m. on 07/28/2023 *TIME BEING OF THE ESSENCE.*

Buyer's initials  Seller's initials 
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(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on 08/31/2023 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.



NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(k).

2. FIXTURES AND EXCLUSIONS:

WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

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Buyer's initials  Seller's initials 
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(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; dehumidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.



NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:
None

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*): None

Seller shall repair any damage caused by removal of any items excluded above.

Buyer's initials  Seller's initials 

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3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: refrigerator

NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH. Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.


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

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.


(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- (ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
- (iv) **Appraisals:** An appraisal of the Property.
- (v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan
- (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.
- (x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a

Buyer's initials


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Seller's initials



governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:
• Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
• Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(m), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

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

5. BUYER REPRESENTATIONS:

(a) **Funds to complete purchase:**
 (Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):


First Mortgage Loan:
Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: FHA VA (attach FHA/VA Financing Addendum) Conventional USDA Other type: _____

_____ in the principal amount of \$157,800 _____ plus any financed VA Funding Fee or FHA MIP.

Second Mortgage Loan:
Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

_____ Other funds: _____

Buyer's initials


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Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: CITY OF CONCORD,
CPLP, NCHFA, HOME ADVANTAGE FIRST

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.
Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- is listed with and actively marketed by a licensed real estate broker.
- will be listed with and actively marketed by a licensed real estate broker.
- Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.


(d) **Residential Property and Owners' Association Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): _____

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____

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Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred

6. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Lead-Based Paint (check if applicable):**

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) **Owners' Association(s) and Dues:** 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 following items affecting the Property, including any amendments:

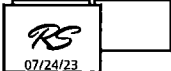
- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): N/A _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

(specify name of association): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Buyer's initials


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Seller's initials



Owners' association website address, if any N/A

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there is is not a fuel tank(s) located on the Property. If "yes" complete the following:

(i) **Description:**

Tank 1:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____

- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

Tank 2:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____

- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

NOTE: Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

NOTE: State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.



8. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) 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; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to

Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

Buyer's initials  Seller's initials 

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(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

NOTE: See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.



(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: Roxanne J. Stanard

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0.00 _____ toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(i). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(j) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(k) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

Buyer's initials  Seller's initials 

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

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Home Warranty (Select one of the following):**

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(o) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

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

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**

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



10. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

11. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

Buyer's initials  Seller's initials 

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12. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. **POSSESSION:** Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s)

NOTE: Consider attaching Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T)

14. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |

Identify other attorney or party drafted addenda: _____

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

15. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.


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

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party

Buyer's initials  Seller's initials 

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herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

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

22. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. **REMEDIES:**



(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

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Buyer's initials  Seller's initials 
07/24/23 4:40 PM EDT dotloop verified

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

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____ Date: _____
Buyer: *Russell Starnad* dotloop verified 07/24/23 4:40 PM EDT FWOA-GCNZ-DP98-19LE 07/24/2023 Seller: _____

Date: _____ Date: _____
Buyer: _____ Seller: _____

This offer shall become final upon City of Concord Council approval on 8/10/2023.

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

Entity Seller: DocuSigned by: *Lloyd Payne* _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: City of Concord, a North Carolina municipal Corporation

Name: _____
Print Name

Name: Lloyd Wm. Payne, Jr.
Print Name

Title: _____

Title: City Manager

Date: _____

Date: 7/26/2023 | 1:11 PM PDT

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 2301 English Drive
Charlotte, NC 28216

Buyer Fax#: _____

Buyer E-mail: rojoista@yahoo.com

SELLER NOTICE ADDRESS:

Mailing Address: P.O. Box 308, Concord, NC 28026

Seller Fax#: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: NorthGroup Real Estate

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License #: C32305

Mailing Address: 13903 S. Old Statesville Road, Huntersville, N
28078

Listing Firm Name: _____

Acting as Seller's Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Selling Agent: Lorna McCormick

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 208288

Selling Agent Phone #: 704-957-5621

Selling Agent Fax #: _____

Selling Agent E-mail: Lornabarrettmccormick@gmail.com

Individual Listing Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone #: _____

Listing Agent Fax #: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials

Seller's initials

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: City of Concord ("Seller")

Buyer: Roxanne Stanard ("Buyer")

Property Address: 314 Sycamore Ave SW, Concord, NC 28027 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$.00, receipt of which Listing Agent hereby acknowledges.

Date _____

Firm: _____

By: [Signature]
(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$.00, receipt of which Seller hereby acknowledges.

Date _____

Seller: [Signature]
(Signature)

Date _____

Seller: [Signature]
(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 1,000.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date 7/26/2023 | 1:11 PM PDT

Firm: City of Concord a North Carolina municipal corporation

By: [Signature]
(Signature)

Lloyd Wm. Payne, Jr., City Manager
(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

Time: _____ AM PM

By: [Signature]
(Signature)

(Print name)



STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT



Instructions to Property Owners

- 1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b), including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check mark in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

Table with 6 rows of disclosure questions and 3 columns: Yes, No, No Representation. Each row includes a 'Buyer Initials' box and a corresponding checkbox selection.

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 314 Sycamore SW, Concord, NC 28025

Owner's Name(s): City of Concord

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Lloyd Payne Date 7/25/2023 | 5:51 AM PDT

Owner Signature: Lloyd Payne Date

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: Date

Purchaser Signature: Date

AGREEMENT TO AMEND CONTRACT
(Amendment #1)

WARNING: ALL PARTIES, INCLUDING ANY LENDER AND SETTLEMENT AGENT, MUST BE PROVIDED A COPY OF THIS AGREEMENT

Roxanne Stanard _____, as Buyer, and
City of Concord _____, as Seller,
have entered into a contract on the Offer to Purchase and Contract (form 2-T) or the Offer to Purchase and Contract – Vacant Lot/Land (form 12-T) (“Contract”) regarding the purchase and sale of the following property (insert property address): _____
314 Sycamore SW, Concord, 28025 _____ (“Property”).

Buyer and Seller hereby agree to amend the Contract as set forth below [check applicable box(es)]:

Purchase Price. The Purchase Price is hereby changed from: \$ _____ to: \$ _____

(Additional) Earnest Money. The (Additional) Earnest Money Deposit is hereby changed from: \$ _____ to: \$ _____.

(Additional) Earnest Money Deposit Date: The date by which the (Additional) Earnest Money Deposit shall be paid to Escrow Agent is hereby changed to extend through 5:00 p.m. on: _____.

Building Deposit. The Building Deposit is hereby changed from: \$ _____ to: \$ _____.

Due Diligence Fee. The Due Diligence Fee paid to Seller is hereby changed from: \$ _____ to: \$ _____.

Due Diligence Period. The expiration date of the Due Diligence Period is hereby changed to extend through 5:00 p.m. on _____, **TIME BEING OF THE ESSENCE.**

Escrow Agent. The Escrow Agent is hereby changed to: _____ (“Successor Escrow Agent”) and the Escrow Agent named in the Contract is hereby authorized and directed by the parties to release the Earnest Money Deposit in the amount of \$ _____ to the Successor Escrow Agent.

ACKNOWLEDGMENT OF RECEIPT OF EARNEST MONEY DEPOSIT

Successor Escrow Agent hereby acknowledges receipt of the Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Contract.

Signature of Successor Escrow Agent

Date _____

(Print Name)

Settlement Date. The Settlement Date is hereby changed to: 09/29/2023 _____.

(check only if the following also will apply) The Delay in Settlement/Closing paragraph in the Contract is hereby amended for the sole purpose of changing the permitted time a Delaying Party may delay in completing Settlement and Closing from seven (7) days to four (4) days.

Expenses. The amount Seller shall pay at Settlement toward Buyer’s expenses associated with the purchase of the Property is hereby changed from: \$ _____ to: \$ _____.



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



FORM 4-T
Revised 7/2022
© 7/2022

Buyer Initials:

RS	
----	--

 Seller Initials:

	UP
--	----

Home Warranty. The Home Warranty paragraph of the Contract is hereby changed to provide as follows:

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.

All terms and conditions of the Contract not specifically amended herein shall remain in full force and effect.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Buyer: *Roxanne Stanard*
dotloop verified
07/26/23 9:53 PM EDT
B6IO-CDXW-DYEB-1MQL Date _____

Seller: _____

Buyer: Date _____

Seller: _____

Entity Buyer

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

By:

Name: _____

Title: _____

Date: _____

Entity Seller:

City of Concord, a North Carolina municipal Corporation
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: *Lloyd Payne*
DocuSigned by:
D1306B5C48ED4B6...

Name: Lloyd Wm. Payne, Jr.

Title: City Manager

Date: 7/27/2023 | 7:48 AM PDT

BANK OF AMERICA 

Cashier's Check

No. 1309627014

Notice to Purchaser: In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days:

30-1/1140

Date 07/17/23 09:41:03 AM

NTX

CODDLE CREEK VILLAGE

0008 2350800 0010

Pay



BANK OF AMERICA **1000.00**
ONE ZERO ZERO ZERO CT SCTS

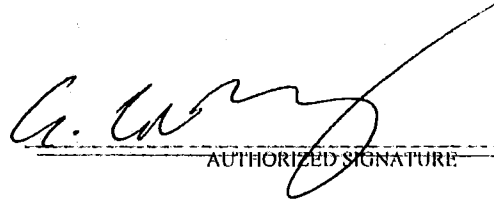
****\$1,000.00****

****One Thousand and 00/100 Dollars****

To The **CITY OF CONCORD, NC**
Order Of

Remitter (Purchased By): **ROXANNE JOY STANARD**

Bank of America, N.A.
SAN ANTONIO, TX


AUTHORIZED SIGNATURE

⑈ 1309627014⑈ ⑆ 114000019⑆ 001641000710⑈

00-53-336-4B 06-2019

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■ THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. ■ HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS. ■

RESOLUTION AUTHORIZING CONSIDERATION OF NEGOTIATED OFFER

WHEREAS, North Carolina General Statute §157-9 permits the City Council of the City of Concord in its role as Housing Authority to sell real property by negotiated offer after the receipt of an Offer to Purchase Property; and

WHEREAS, the city acquired all of Lots 2 through 5, Block C of Underwood Park, as recorded in Map Book 2, at Page 17 by North Carolina General Warranty Deed as recorded on December 21, 2020 in Deed Book 14770, Page 47 of the Cabarrus County Registry ("Parent Parcel") for the purpose of community redevelopment and affordable housing; and

WHEREAS, the City subdivided the Parent Parcel into two new lots, Tract 1 and Tract 2, on plat titled, "Exception Plat, Property of the City of Concord," dated June 14, 2021 and recorded in Plat Book 88, at Page 90, Cabarrus County Registry; and

WHEREAS, the City has redeveloped Tract 2, now identified in Cabarrus County as 314 Sycamore Avenue SW, Parcel Identification Number 5620-64-9432 ("Property"); and

WHEREAS, Property is further described as follows:

Lying and being in the City of Concord, Cabarrus County, North Carolina and being all of Tract 2, of "Exception Plat, Property of the City of Concord," as recorded in Plat Book 88, at Page 90 of the Cabarrus County Registry.

WHEREAS, the City received an Offer to Purchase Contract for the Property on July 24, 2023 from Roxanne Stanard ("Buyer") for \$232,800.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONCORD, THAT:

1. The City Council accepts the offer of \$232,800.00 from Roxanne Stanard for Tract 2, of "Exception Plat, Property of the City of Concord," as recorded in Plat Book 88, at Page 90 of the Cabarrus County Registry, also identified as 314 Sycamore Avenue SW, Concord, NC, PIN 5620-64-9232.

2. The Buyer shall submit one thousand dollars and no cents (\$1,000.00) as earnest money deposit to be held by the City Clerk.

3. The final sale shall include the following terms:

- a. The city will convey 314 Sycamore Avenue SW to Roxanne Stanard, by North Carolina Warranty Deed.
- b. The City will convey the property subject to any and all easements, restrictions, protective covenants, utilities, rights-of-way, zoning laws, and all ordinances of record along with affordability restrictions.
- c. The closing shall take place on or before September 29, 2023, time is of the essence.

4. The City Attorney is directed to take all necessary steps to complete the sale. The City Manager is authorized to execute the necessary instruments to effectuate the sale of 314 Sycamore Avenue SW in accordance with this resolution.

Adopted this 10th day of August, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William "Bill" Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

[SEAL]

OFFER TO PURCHASE AND CONTRACT

[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": City of Concord, a North Carolina municipal corporation

(b) "Buyer": Tyler J. Gacek, an unmarried man

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

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

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

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

Street Address: 318 Sycamore Avenue SW
City: Concord Zip: 28025
County: Cabarrus, North Carolina

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

Legal Description: (Complete ALL applicable)

Plat Reference: Lot/Unit Tr 1, Block/Section, Subdivision/Condominium Exception Plat, Property of the City of Concord, as shown on Plat Book/Slide 88 at Page(s) 90

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

Other description: Tract 1, 5,798 Sq Ft or 0.133 Acres, corner of Sycamore Avenue SW & Robbins Street SW

Some or all of the Property may be described in Deed Book 14770 at Page 47

d) "Purchase Price":

\$ 220,550.00

\$ 0.00

\$ 1,000.00

\$

\$

\$

\$

\$ 219,550.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by cash personal check official bank check wire transfer electronic transfer (specify payment service:)

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer electronic transfer.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on TIME BEING OF THE ESSENCE by cash official bank check wire transfer electronic transfer

BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).

BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).

BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan).



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



STANDARD FORM 2-T Revised 7/2023 © 7/2023

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit," shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **"Escrow Agent"** (insert name): City of Concord, Finance Director
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

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

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. The parties further acknowledge that the effectiveness of this Contract is not contingent on Buyer's payment of any Earnest Money Deposit or Due Diligence Fee. See paragraph 1(d) for Seller's remedy for any untimely delivered or dishonored funds.

(h) **"Due Diligence":** Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee":** A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 23(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) **"Due Diligence Period":** The period beginning on the Effective Date and extending through 5:00 p.m. on August 11th, 2023 *TIME BEING OF THE ESSENCE.*

(k) **"Settlement":** The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

Buyer's initials DS
TE

Seller's initials _____

(l) "**Settlement Date**": The parties agree that Settlement will take place on September 29th 2023 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) "**Closing**": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "**Special Assessments**": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.


NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(l).

2. FIXTURES AND EXCLUSIONS:

WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials 

Seller's initials _____

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; dehumidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

N/A _____

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*): N/A _____

Seller must repair any damage caused by removal of any items excluded above in a good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any.

NOTE: Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A11-T) if Buyer has a specific request as to how the repairs should be completed.

Buyer's initials DS TG Seller's initials _____

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: Stove, Refrigerator, Dishwasher, and Microwave

NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH. Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

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

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

(i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.

(ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.

(iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.

(iv) **Appraisals:** An appraisal of the Property.

(v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.

(vi) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).

(vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan

(viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.

(ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

Buyer's initials DS
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Seller's initials _____

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

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

- (d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:
 - Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
 - Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(n), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

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

5. **BUYER REPRESENTATIONS:**

- (a) **Funds to complete purchase:**
 - (Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:
Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: FHA VA (attach FHA/VA Financing Addendum) Conventional USDA Other type: _____

_____ in the principal amount of 163,750.00 plus any financed VA Funding Fee or FHA MIP.

Second Mortgage Loan:
Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:

Buyer's initials DS TG Seller's initials _____

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

Down Payment Assistance - NCHFA CPLP & MC First Home Advantage DPA, City of Concord

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed.

Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. (Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.) Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

is listed with and actively marketed by a licensed real estate broker.

will be listed with and actively marketed by a licensed real estate broker.

Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): _____

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):**

Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____

Buyer's initials DS
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Seller's initials _____

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred.

6. **BUYER OBLIGATIONS:**

- (a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.
- (b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:
 - (i) any loan obtained by Buyer;
 - (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(b) of this Contract;
 - (iii) appraisal;
 - (iv) title search;
 - (v) title insurance;
 - (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
 - (vii) recording the deed; and
 - (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.
- (c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. **SELLER REPRESENTATIONS:**

- (a) **Ownership:** Seller represents that Seller:
 - has owned the Property for at least one year.
 - has owned the Property for less than one year.
 - does not yet own the Property.
- (b) **Lead-Based Paint (check if applicable):**
 - The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

WARNING: IF A LEAD-BASED PAINT DISCLOSURE IS REQUIRED BUT NOT GIVEN TO BUYER PRIOR TO SELLER'S ACCEPTANCE OF THIS OFFER, BUYER MAY NOT BE OBLIGATED TO PURCHASE THE PROPERTY UNDER THIS CONTRACT UNDER FEDERAL LAW.

- (c) **Owners' Association(s) and Dues:** 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 following items affecting the Property, including any amendments:
 - Seller's statement of account
 - master insurance policy showing the coverage provided and the deductible amount
 - Declaration and Restrictive Covenants
 - Rules and Regulations
 - Articles of Incorporation
 - Bylaws of the owners' association
 - current financial statement and budget of the owners' association
 - parking restrictions and information
 - architectural guidelines

(specify name of association): N/A whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Buyer's initials TS Seller's initials _____

Owners' association website address, if any: _____

(specify name of association): N/A whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there is is not a fuel tank(s) located on the Property. If "yes" complete the following:

(i) **Description:**

Tank 1:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____
- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

Tank 2:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____
- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

NOTE: Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

NOTE: State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property is is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

8. **SELLER OBLIGATIONS:**

(a) **Evidence of Title, Payoff Statement(s) and Non Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).
- (iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

Buyer's initials DS TG Seller's initials _____

(b) **Authorization to Disclose Information:** Seller authorizes: (i) 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; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

NOTE: See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other, encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

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

Buyer's initials TS Seller's initials _____

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only) Tyler J. Gacek, an unmarried man

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(j). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

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

(n) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(o) **Home Warranty (Select one of the following):**

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(p) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

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

- (a) **Seller shall pay:**
 - (i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;
 - (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
 - (iii) any fees charged for transferring or updating ownership records of the association; and
 - (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.
- (b) **Buyer shall pay:**
 - (i) charges for providing information required by Buyer's lender;
 - (ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
 - (iii) charges for determining restrictive covenant compliance.

10. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

Buyer's initials DS TG Seller's initials _____

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

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

- (a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.
- (b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. **POSSESSION:** Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (Parties should attach either Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))

14. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
| <input type="checkbox"/> Identify other attorney or party drafted addenda: _____ | |

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

15. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

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

Buyer's initials DS TS Seller's initials _____

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. **ENTIRE AGREEMENT/RECORDATION:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

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


22. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller's rights under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

Buyer's initials 

Seller's initials _____

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

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

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 7/26/2023 | 4:15 PM EDT

Date: _____

DocuSigned by:
Buyer: Tyler Gacek
Tyler J. Gacek

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:

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

Entity Seller:
City of Concord, a North Carolina municipal corporation
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

By: _____

Name: _____
Print Name

Name: Lloyd Wm. Payne, Jr.
Print Name

Title: _____

Title: City Manager

Date: _____

Date: _____

** See Following Page For Additional Signatures.

Buyer Initial: TG Seller Initial: _____

This contract will be signed by the City Manager of the City of Concord, PENDING final approval by the City of Concord Council on August 10, 2023.

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: 543 Brightleaf Place NW
Concord, NC 28027-4542

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: 35 Cabarrus Avenue West,
Concord, NC 28025

Seller Fax#: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: N/A
Acting as [] Buyer's Agent [] Seller's(sub)Agent [] Dual Agent
Firm License #: _____
Mailing Address: _____

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

Selling Agent License #: _____

Selling Agent Phone#: _____

Selling Agent Fax#: _____

Selling Agent E-mail: _____

Listing Firm Name: N/A
Acting as [] Seller's Agent [] Dual Agent
Firm License #: _____
Mailing Address: _____

Individual Listing Agent: _____
[] Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone#: _____

Listing Agent Fax#: _____

Listing Agent E-mail: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials [DS TG] Seller's initials _____

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: City of Concord, a North Carolina municipal corporation ("Seller")

Buyer: Tyler J. Gacek (an unmarried man) ("Buyer")

Property Address: 318 Sycamore Avenue SW, Concord, NC 28025 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ 0.00, receipt of which Listing Agent hereby acknowledges.

Date: _____

Firm: _____

By: _____

(Signature)

(Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ 0.00, receipt of which Seller hereby acknowledges.

Date: _____

Seller: _____

(Signature)

Date: _____

Seller: _____

(Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 1,000.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: City of Concord, a North Carolina municipal corporation

By: _____

(Signature)

Lloyd Wm. Paytne, Jr., City Manager

(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ N/A. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____

Firm: _____

Time: _____ AM PM

By: _____

(Signature)

(Print name)

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0067506 11-24
Office AU # 1210(8)

CASHIER'S CHECK

6750607766

Remitter: TYLER GACEK
Operator I.D.: K087480

July 24, 2023

PAY TO THE ORDER OF *****THE CITY OF CONCORD*****

****One Thousand and 00/100 -US Dollars****

****\$1,000.00****

Payee Address:
Memo:

VOID IF OVER US \$ 1,000.00

WELLS FARGO BANK, N.A.
5075 NC HIGHWAY 49 S
HARRISBURG, NC 28075
FOR INQUIRIES CALL (480) 394-3122

Marcia S. Law
CONTROLLER

Security Features Included. Details on Back.

⑈ 6750607766 ⑈ ⑆ 12100024814861 001552 ⑈



STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

- 1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement").
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b), including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

Table with 3 columns: Buyer Initials, Question, and Yes/No/No Representation checkboxes. Contains 6 rows of disclosure questions regarding mineral and oil/gas rights severance.

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 318 Sycamore Avenue SW, Concord, NC 28025

Owner's Name(s): City of Concord, a North Carolina municipal corporation

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Date

Owner Signature: Lloyd Wm. Payne, Jr., City Manager, City of Concord Date

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: Tyler Gauk Date 7/26/2023 | 4:15 PM EDT

Purchaser Signature: Date

REC 4.25 1/1/15

You can be a Homeowner and possibly receive thousands in Down Payment Assistance

<https://portal.neighborlysoftware.com/CONCORDNC/Participant>



318 Sycamore Ave SW
\$220,550

Details

- ❖ 1,248 Sqft Square Feet
- ❖ 3 Bedrooms / 2.5 Baths
- ❖ Sustainable Construction Practices
- ❖ Concrete walk and driveway

Amenities for both homes:

- ❖ Energy efficient utilities
- ❖ Energy efficient appliance package
- ❖ Spacious outbuilding
- ❖ Granite kitchen counter tops
- ❖ Outdoor entertaining area



314 Sycamore Ave SW
\$232,800

Details

- ❖ 1,080 Sqft Square Feet
- ❖ 3 Bedrooms / 2 Baths
- ❖ Sustainable Construction Practices
- ❖ Concrete walk and driveway

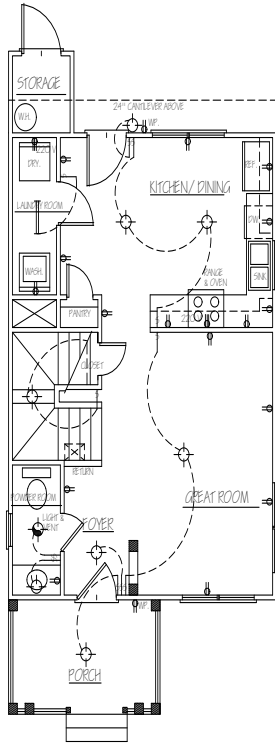
Schools for both homes:

- ❖ W.M Irvin ES Elementary
- ❖ Concord Middle
- ❖ West Cabarrus High

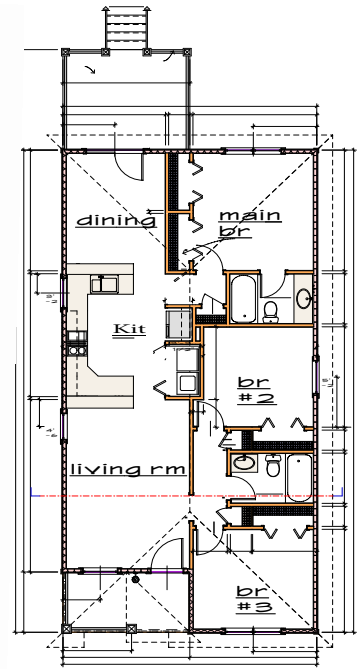
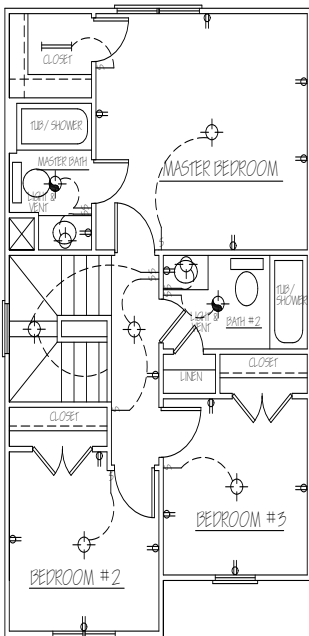


SITE PLAN

First Floor
318 Sycamore Ave SW



Second Floor
318 Sycamore Ave SW



Floor Plan
314 Sycamore Ave SW

- ❖ These homes were built using Federal Funds (HUD) and requires the buyer to be under 80% of the area median income and a first-time homebuyer.
- ❖ Both homes were built utilizing sustainable construction practices and materials that encourage energy efficiency for everyday use.
- ❖ Each have a spacious kitchen, dining area, well insulated bedrooms, bathrooms, and additional outdoor storage spaces which match each home's character and features.

Act now to move into one of these charming homes

❖ **Applications will be accepted until June 30, 2023, close of business day.**

Per HUD regulations, these homes will have a deed restriction recorded at the time of closing for a term of 20 years to ensure the home remains owner-occupied.

All information provided is for informational purposes only, is considered correct at the time of publication and subject to change.



For More Information or to Submit an Offer, Please Visit: Affordable Housing Opportunities Program

<https://portal.neighborlysoftware.com/CONCORDNC/Participant>

RESOLUTION AUTHORIZING CONSIDERATION of NEGOTIATED OFFER

WHEREAS, North Carolina General Statute § 157-9 permits the City Council of the City of Concord in its role as Housing Authority to sell real property by negotiated offer after the receipt of an Offer to Purchase Property; and

WHEREAS, the City acquired all of Lots 2 through 5, Block C of Underwood Park, as recorded in Map Book 2, at Page 17 by North Carolina General Warranty Deed as recorded on December 21, 2020 in Deed Book 14770, Page 47 of the Cabarrus County Registry ("Parent Parcel") for the purpose of community redevelopment and affordable housing; and

WHEREAS, the City subdivided the Parent Parcel into two new lots, Tract 1 and Tract 2, on plat titled, "Exception Plat, Property of the City of Concord," dated June 14, 2021 and recorded in Plat Book 88, at Page 90, Cabarrus County Registry; and

WHEREAS, the City has redeveloped Tract 1, now identified in Cabarrus County as 318 Sycamore Avenue SW, Parcel Identification Number 5620-64-8399 ("Property"); and

WHEREAS, Property is further described as follows:

Lying and being in the City of Concord, Cabarrus County, North Carolina and being all of Tract 1 of "Exception Plat, Property of the City of Concord," as recorded in Plat Book 88, at Page 90 of the Cabarrus County Registry; and

WHEREAS, the City received an Offer to Purchase Contract for the Property on July 27, 2023 from Tyler J. Gacek ("Buyer") for \$220,550.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONCORD, THAT:

1. The City Council accepts the offer of \$220,550.00 from Tyler J. Gacek for Tract 1, of "Exception Plat, Property of the City of Concord," as recorded in Plat Book 88, at Page 90 of the Cabarrus County Registry, also identified as 318 Sycamore Avenue SW, Concord, NC, PIN 5620-64-8399.

2. The Buyer shall submit one thousand dollars and no cents (\$1,000.00) as earnest money deposit to be held by the City Clerk.

3. The final sale shall include the following terms:

- a. The city will convey 318 Sycamore Avenue SW to Tyler J. Gacek by North Carolina Warranty Deed.
- b. The City will convey the property subject to any and all easements, restrictions, protective covenants, utilities, rights-of-way, zoning laws, and all ordinances of record along with affordability restrictions.
- c. The closing shall take place on or before September 29, 2023, time is of the essence.

4. The City Attorney is directed to take all necessary steps to complete the sale. The City Manager is authorized to execute the necessary instruments to effectuate the sale of 318 Sycamore Avenue SW in accordance with this resolution.

Adopted this 10th day of August, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William "Bill" Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

[SEAL]











ORDINANCE DIRECTING THE HOUSING CODE ENFORCEMENT OFFICER TO VACATE, CLOSE, DEMOLISH AND REMOVE THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED UNTIL REPAIRED

WHEREAS, the City Council of the City of Concord finds that the property described herein is unfit for human habitation under the City Housing Code, and that all of the provisions of the Housing Code have not been complied with as a condition of the adoption of this ordinance; and

WHEREAS, said dwelling should be vacated, closed, demolished and removed to meet the requirements of the Housing Code as directed by the Housing Code Enforcement Officer, and should be placarded by placing thereon a notice prohibiting use for human habitation; and

WHEREAS, the owner of said dwelling has been given a reasonable opportunity to bring the dwelling up to the standards of the Housing Code in accordance with G.S. 160D-1203 pursuant to an order issued by the Housing Code Enforcement Officer on March 22, 2023 and the owner having failed to comply with the order;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord, that:

Section 1. The Housing Code Enforcement Officer is hereby authorized and directed to place a sign containing the legend, "THIS BUILDING IS UNFIT FOR HUMAN HABITATION; THE USE OR OCCUPANCY OF THIS BUILDING FOR HUMAN HABITATION IS PROHIBITED AND UNLAWFUL." on the buildings owned by Jeremiah Owens Jr. located at the following address: 90 James St SW, Concord, NC 28025.

Section 2: The Housing Code Enforcement Officer is hereby authorized and directed to proceed to vacate, close, demolish and remove the above described dwelling in accordance with his order to the owner thereof dated the 17 day of April, 2023 and with the Housing Code and G.S.160D-1203.

Section 3: It shall be unlawful for any person to remove or cause to be removed said placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building herein declared to be unfit for human habitation.

Section 4: The total cost of demolition of the above described dwelling, in accordance with this order, shall constitute a lien against subject property.

Section 5: This ordinance shall become effective August 10, 2023.

Adopted this 10th day of August 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA
PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$42,000,000 CITY OF CONCORD,
NORTH CAROLINA GENERAL OBLIGATION PARKS AND RECREATION BONDS**

WHEREAS, the Bond Order hereinafter-described has been adopted, and it is desirable to make provision for the issuance of the bonds authorized by said Bond Order;

WHEREAS, the City of Concord, North Carolina (the “City”) desires to issue its General Obligation Parks and Recreation Bonds, Series 2023 in an aggregate principal amount not to exceed \$42,000,000 (the “2023 Bonds”);

WHEREAS, the City requests that the Local Government Commission sell the Bonds through a competitive sale;

WHEREAS, copies of the forms of the following documents relating to the transactions described above have been filed with the City and have been made available to the City Council:

1. the Notice of Sale for the competitive sale of the 2023 Bonds (the “*Notice of Sale*”); and
2. a Preliminary Official Statement with respect to the 2023 Bonds (the “*Preliminary Official Statement*”);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord, North Carolina (the “City Council”) as follows:

Section 1. For purposes of this Resolution, the following words will have the meanings ascribed to them below:

“*Bond Order*” means the Bond Order authorizing \$60,000,000 General Obligation Parks and Recreation Bonds, adopted by the City Council on June 9, 2022 and approved by the voters of the City at a referendum duly called and held on November 8, 2022.

“*City*” means the City of Concord, North Carolina.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein will be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto.

“*Federal Securities*” means, to the extent permitted by laws of the State for the defeasance of local government bonds, (a) direct obligations of the United States of America for the timely payment of which the full faith and credit of the United States of America is pledged; (b) obligations, the timely payment of the principal of and interest on which is fully guaranteed as full faith and credit obligations of the United States of America (including any securities described in (a) or (b) issued or held in the name of the Trustee in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are held in the name of a trustee and are not subject to redemption or purchase prior to maturity at the option of anyone other than the holder; (c) any bonds or other obligations of the State of North Carolina or of any agency, instrumentality or local governmental unit of the State of North Carolina which are (i) not callable prior to maturity or (ii) as to which

irrevocable instructions have been given to the trustee or escrow agent with respect to such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified, and which are rated by Moody's, if the bonds are rated by Moody's, S&P, if the bonds are rated by S&P and Fitch Ratings, if the bonds are rated by Fitch Ratings, within the highest rating category and which are secured as to principal, redemption premium, if any, and interest by a fund consisting only of cash or bonds or other obligations of the character described in clause (a) or (b) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; (d) direct evidences of ownership of proportionate interests in future interest and principal payments on specified obligations described in (a) held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the underlying obligations described in (a), and which underlying obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated; or (e) any other obligations permitted under State law for the defeasance of local government bonds.

"Finance Officer" means the City's Finance Director or any successor to the function of the City's statutory finance officer, or her designee.

"Fitch Ratings" means Fitch Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation for any reason no longer performs the functions of a securities rating agency, "Fitch Ratings" will refer to any other nationally recognized securities rating agency other than Moody's and S&P designated by the City.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized rating agency other than S&P and Fitch Ratings designated by the City.

"Pricing Certificate" means the certificate of the Finance Officer delivered in connection with the issuance of the 2023 Bonds which establishes the final principal amount, the final maturity amounts, the payment dates, the provisions for redemption and other terms of the 2023 Bonds consistent with the pricing of the 2023 Bonds and this Resolution.

"Projects" means parks and recreation facilities, including without limitation land, athletic fields, parks, shelters, parking, lighting, trails and greenways and the renovation and improvement of existing facilities.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, its successors and their assigns and, if such corporation for any reason no longer performs the functions of a securities rating agency, "S&P" will be deemed to refer to any other nationally recognized rating agency other than Moody's and Fitch Ratings designed by the City.

"2023 Bonds" means the City's General Obligation Parks and Recreation Bonds, Series 2023 authorized under the Bond Order.

Section 2. The City will issue not to exceed \$42,000,000 in total aggregate principal amount of its 2023 Bonds. The final principal amount will be set forth in the Pricing Certificate.

Section 3. The 2023 Bonds shall be dated their date of issuance and pay interest semiannually on March 1 and September 1, beginning March 1, 2024, unless the Finance Officer establishes different dates in the Pricing Certificate. The 2023 Bonds are being issued to provide funds (1) to finance the capital costs of the Projects pursuant to and in accordance with the Bond Order, (2) to pay capitalized interest on the 2023 Bonds as permitted by law, and (3) to pay the costs of issuing the 2023 Bonds.

Section 4. The City Council has ascertained and hereby determines that the average period of usefulness of the capital projects being financed by the proceeds of the 2023 Bonds is not less than 20 years computed from the date of issuance of the 2023 Bonds.

Section 5. The 2023 Bonds are payable in annual installments on September 1 in each year beginning September 1, 2024 and ending on September 1, 2043, on an approximately level principal basis, unless otherwise established in the Pricing Certificate. The Finance Officer, in consultation with the Local Government Commission, is hereby authorized and directed to determine the amount of the annual installments related to the 2023 Bonds. The 2023 Bonds may be sold as term bonds and, if so, will be subject to mandatory sinking fund redemption as set forth in the Pricing Certificate.

Section 6. The 2023 Bonds are to be numbered from “R-1” consecutively and upward. All 2023 Bonds shall bear interest from their date at a rate or rates which shall be hereafter determined on the sale thereof computed on the basis of a 360-day year, constituting twelve 30-day months.

Section 7. The 2023 Bonds are to be registered as to principal and interest, and the Finance Officer is directed to maintain the registration records with respect thereto. The City will make payments of principal and interest on the 2023 Bonds to the person shown as the owner of the 2023 Bonds on its registration books as of the record date, which is at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date (the “*Record Date*”). The 2023 Bonds shall bear the original or facsimile signatures of the City Manager or the Mayor and the City Clerk or their respective designees.

Section 8. The 2023 Bonds will initially be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company (“*DTC*”), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the 2023 Bonds in principal amounts of \$5,000 or integral multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Interest on the 2023 Bonds will be payable to DTC or its nominee as registered owner of the 2023 Bonds in immediately available funds. The principal of and interest on the 2023 Bonds will be payable to owners of 2023 Bonds shown on the records of DTC at the close of business on the Record Date. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the 2023 Bonds or (b) the Finance Officer determines that the continuation of the book-entry system of evidence and transfer of ownership of the 2023 Bonds would adversely affect the interests of the beneficial owners of the 2023 Bonds, the City will discontinue the book-entry system with DTC in accordance with the rules and procedures of DTC. If the City fails to identify another qualified securities depository to replace DTC, the City will authenticate and deliver replacement bonds in accordance with the rules and procedures of DTC.

Section 9. The 2023 Bonds maturing on or before September 1, 2033 will not be subject to redemption before maturity. The 2023 Bonds maturing on and after September 1, 2034 will be subject to redemption before maturity, at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any date on or after September 1, 2033, at the redemption price of the principal amount of 2023 Bonds to be so redeemed, plus accrued interest to the redemption date. Different redemption provisions may be established by the Pricing Certificate.

If less than all of the 2023 Bonds are called for redemption, the City shall select the maturity or maturities of the 2023 Bonds to be redeemed in such manner as the City in its discretion may determine and DTC and its participants shall determine which of the 2023 Bonds within a maturity are to be redeemed in accordance with its rules and procedures (or if the 2023 Bonds are not in book-entry, the City will determine by lot); provided, however, that the portion of any 2023 Bond to be redeemed shall be in principal amount of \$5,000 or integral multiples thereof and that, in selecting 2023 Bonds for redemption, each 2023 Bond will be considered as representing that number of 2023 Bonds which is obtained by dividing the principal amount of such 2023 Bond by \$5,000. Whenever the City elects to redeem 2023 Bonds, notice of such redemption of 2023 Bonds, stating the redemption date, redemption price and any conditions to the redemption and identifying the 2023 Bonds or portions thereof to be redeemed and further stating that on such redemption date there shall become due and payable on each 2023 Bond or portion thereof so to be redeemed, the principal thereof, and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, shall be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of the 2023 Bonds, by prepaid certified or registered United States mail (or by such other means as permitted by DTC's rules and procedures), at the address provided to the City by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC, or its nominee, is not the registered owner of the 2023 Bonds, the City will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of the 2023 Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the City. The City will also mail or transmit by facsimile or in electronic format a copy of the notice of redemption within the time set forth above (1) to the Local Government Commission of North Carolina (the "*Local Government Commission*") and (2) to the Municipal Rulemaking Securities Board through the EMMA system.

If at the time of mailing of the notice of redemption there is not on deposit money sufficient to redeem the 2023 Bonds called for redemption, such notice may state that it is conditional on the deposit of money for the redemption on the date of redemption as set forth in the notice. Any notice, once given, may be withdrawn by notice delivered in the same manner as the notice of redemption was given.

If moneys sufficient to pay the redemption price of the 2023 Bonds or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held by the City, or on the City's behalf, in trust for the registered owners of the 2023 Bonds or portions thereof to be redeemed, interest on the 2023 Bonds or portions thereof called for redemption shall cease to accrue, and to the extent permitted by law, such 2023 Bonds or portions thereof shall cease to be entitled to any benefits or security hereunder or to be deemed outstanding, and the registered owners of such 2023 Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest thereon to such redemption date. If a portion of a 2023 Bond shall have been selected for redemption, a new 2023 Bond or 2023 Bonds of the same maturity, of any authorized denomination or denominations and bearing interest at the same rate shall be delivered for the unredeemed portion of the principal amount of such 2023 Bond.

Section 10. The 2023 Bonds and the provisions for the registration of the 2023 Bonds and for the approval of the 2023 Bonds by the Secretary of the Local Government Commission are to be in substantially the form set forth in Exhibit A hereto.

Section 11. The Finance Officer, or her designee, is hereby authorized to execute a non-arbitrage certificate with respect to the 2023 Bonds in order to comply with Section 148 of the Code and the applicable Income Tax Regulations thereunder.

Section 12. The Finance Officer is hereby directed to create and establish a special fund or account (the “*Project Fund*”) and may establish separate accounts or subaccounts within the Project Fund to track the expenditures related to each of the Projects. The Finance Officer will deposit the proceeds from the sale of the 2023 Bonds in the Project Fund to be used to pay the capital costs of the Projects, to pay capitalized interest on the 2023 Bonds and costs of issuance of the 2023 Bonds in accordance with the Bond Order.

The Finance Officer will invest and reinvest any moneys held in the Project Fund as permitted by the laws of the State of North Carolina and the income, to the extent permitted by the Code, is to be retained in the Project Fund and applied with the proceeds of the 2023 Bonds as permitted by the Bond Order, as directed by the Finance Officer. The Finance Officer will keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom so as to satisfy the requirements of the laws of the State of North Carolina and to assure that the City maintains its covenants with respect to the exclusion of the interest on the 2023 Bonds from gross income for purposes of federal income taxation.

Section 13. Actions taken by officials of the City to select paying and transfer agents, and a bond registrar, or alternate or successor agents and registrars pursuant to Section 159E-8 of the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, are hereby authorized and approved.

Section 14. The Local Government Commission is hereby requested to sell the 2023 Bonds through a competitive sale to the bidder whose bid results in the lowest interest cost to the City, determined on the basis of the true interest cost method or such other basis as may be determined by the Local Government Commission.

Section 15. The Mayor, the City Manager, the City Clerk and the Finance Officer, or their respective designees, individually and collectively, are hereby authorized and directed to cause the 2023 Bonds to be prepared and, when they shall have been duly sold by the Local Government Commission, to execute the 2023 Bonds and to turn the 2023 Bonds over to the registrar and transfer agent of the City, if any, for delivery through the facilities of DTC to the purchaser or purchasers to whom they may be sold by the Local Government Commission.

Section 16. The form and content of the Notice of Sale and the Preliminary Official Statement together with the final Official Statement related to the 2023 Bonds are in all respects authorized, approved and confirmed, and the Mayor, the City Manager, the City Clerk and the Finance Officer, or their respective designees, individually and collectively, are authorized, empowered and directed to execute and deliver the Official Statement in substantially the form and content presented to the City Council, but with such changes, modifications, additions or deletions therein as shall to such officers seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the approval of the City Council of any and all changes, modifications, additions or deletions therein from the form and content of the Official Statement presented to the City Council.

Section 17. The Mayor, the City Manager, the City Clerk, the Finance Officer and the City Attorney, or their respective designees, individually and collectively, are authorized and directed to execute and deliver for and on behalf of the City any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the documents contemplated hereinabove or as may be deemed necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 18. The City agrees, in accordance with Rule 15c2-12 (the “*Rule*”) promulgated by the Securities and Exchange Commission (the “*SEC*”) and for the benefit of the beneficial owners of the 2023 Bonds, to provide as follows:

(1) by not later than seven months after the end of each fiscal year to the Municipal Securities Rulemaking Board (the “*MSRB*”) in an electronic format as prescribed by the MSRB, the audited financial statements of the City for the preceding fiscal year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the City for such fiscal year to be replaced subsequently by audited financial statements of the City to be delivered within 15 days after such audited financial statements become available for distribution;

(2) by not later than seven months after the end of each fiscal year to the MSRB, the financial and statistical data as of a date not earlier than the end of the preceding fiscal year for the type of information included under the captions “**THE CITY--DEBT INFORMATION**” and “**-- TAX INFORMATION**” (excluding information on overlapping or underlying units) in the Official Statement referred to in Section 16, to the extent such items are not included in the audited financial statements referred to in clause (1) above;

(3) in a timely manner not in excess of 10 business days after the occurrence of the event, to the MSRB, notice of any of the following events with respect to the 2023 Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (e) substitution of any credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2023 Bonds or other material events affecting the tax status of the 2023 Bonds;
- (g) modification of the rights of the beneficial owners of the 2023 Bonds, if material;

- (h) call of any of the 2023 Bonds, other than mandatory sinking fund redemptions, if any, if material, and tender offers;
 - (i) defeasance of any of the 2023 Bonds;
 - (j) release, substitution or sale of any property securing repayment of the 2023 Bonds, if material;
 - (k) rating changes;
 - (l) bankruptcy, insolvency, receivership or similar event of the City;
 - (m) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;
 - (n) the appointment of a successor or additional trustee, or the change in the name of a trustee, if material;
 - (o) incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and
 - (p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.
- (4) in a timely manner to the MSRB, notice of the failure by the City to provide the required annual financial information described in (1) and (2) above on or before the date specified.

For purposes of this Section, “*financial obligation*” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “*financial obligation*” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

The City agrees that its undertaking under this Section is intended to be for the benefit of the beneficial owners of the 2023 Bonds and is enforceable by any of the beneficial owners of the 2023 Bonds, including an action for specific performance of the City’s obligations under this Section, but a failure to comply will not be an event of default and will not result in acceleration of the payment of the 2023 Bonds. An action must be instituted, had and maintained in the manner provided in this Section for the benefit of all of the beneficial owners of the 2023 Bonds.

All documents provided to the MSRB as described in this Section shall be provided in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB. The City may discharge its undertaking described above by providing such information in a manner the SEC subsequently authorizes in lieu of the manner described above.

The City may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City, but:

- (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the City;
- (2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of the Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances;
- (3) any such modification does not materially impair the interest of the beneficial owners, as determined by parties unaffiliated with the City (such as bond counsel) or by the approving vote of the registered owners of a majority in principal amount of the 2023 Bonds at the time of the amendment.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal of and interest on the 2023 Bonds.

Section 19. Those portions of this Resolution other than Paragraph 18 may be amended or supplemented, from time to time, without the consent of the owners of the 2023 Bonds if in the opinion of nationally recognized bond counsel, such amendment or supplement would not materially adversely affect the interests of the owners of the 2023 Bonds and would not cause the interest on the 2023 Bonds to be included in the gross income of a recipient thereof for federal income tax purposes. This Resolution may be amended or supplemented with the consent of the owners of a majority in aggregate principal amount of the outstanding 2023 Bonds, exclusive of 2023 Bonds, if any, owned by the City, but a modification or amendment (1) may not, without the express consent of any affected owner of 2023 Bonds, reduce the principal amount of any 2023 Bond, reduce the interest rate payable on it, extend its maturity or the times for paying interest, change the monetary medium in which principal and interest is payable, or reduce the percentage of consent required for amendment or modification and (2) as to an amendment to Paragraph 18, must be limited as described therein.

Any act done pursuant to a modification or amendment consented to by the owners of the 2023 Bonds is binding on all owners of the 2023 Bonds and will not be deemed an infringement of any of the provisions of this Resolution, whatever the character of the act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent has been given, no owner of a 2023 Bond has any right or interest to object to the action, to question its propriety or to enjoin or restrain the City from taking any action pursuant to a modification or amendment.

If the City proposes an amendment or supplemental resolution to this Resolution requiring the consent of the owners of the 2023 Bonds, the registrar for the 2023 Bonds shall, on being satisfactorily indemnified with respect to expenses, cause notice of the proposed amendment to be sent to each owner of the 2023 Bonds then outstanding by first-class mail, postage prepaid, to the address of such owner as it appears on the registration books (or by such other means acceptable to the registered owner); but the failure to receive such notice by mailing by any owner, or any defect in the mailing thereof, will not affect

the validity of any proceedings pursuant hereto. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal office of the registrar for the 2023 Bonds for inspection by all owners of the 2023 Bonds. If, within 60 days or such longer period as shall be prescribed by the City following the giving of such notice, the owners of a majority in aggregate principal amount of 2023 Bonds then outstanding have consented to the proposed amendment, the amendment will be effective as of the date stated in the notice.

Section 20. Nothing in this Resolution precludes (a) the payment of the 2023 Bonds from the proceeds of refunding bonds or (b) the payment of the 2023 Bonds from any legally available funds.

If the City causes to be paid, or has made provisions to pay, on maturity or on redemption before maturity, to the owners of any of the 2023 Bonds the principal of such 2023 Bonds (including interest to become due thereon), through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Resolution or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with an escrow agent or otherwise, moneys sufficient therefor, including, but not limited to, interest earned or to be earned on Federal Securities, then, to the extent permitted by law, such 2023 Bonds shall be considered to have been discharged and satisfied, and the principal of such 2023 Bonds (including premium, if any, and interest thereon) shall no longer be deemed to be outstanding and unpaid; provided, however, that nothing in this Resolution requires the deposit of more than such Federal Securities as may be sufficient, taking into account both the principal amount of such Federal Securities and the interest to become due thereon, to implement any such defeasance.

If such a defeasance occurs and after the City receives an opinion of a nationally recognized accounting or verification firm that the segregated moneys or Federal Securities together with interest earnings thereon are sufficient to effect a defeasance, the City shall execute and deliver all such instruments as may be necessary to effect such a defeasance and desirable to evidence such release, discharge and satisfaction. The City shall make provisions for the mailing of a notice to the owners of the 2023 Bonds that such moneys are so available for such payment.

Section 21. If any one or more of the agreements or provisions herein contained is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or for any reason whatsoever is held invalid, then such covenants, agreements or provisions are null and void and separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions hereof or of the 2023 Bonds authorized hereunder.

Section 22. All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 23. This Bond Resolution is effective on its adoption.

ADOPTED this the 10th day of August, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim J. Deason, City Clerk

STATE OF NORTH CAROLINA)
)
CITY OF CONCORD) ss:

I, Kim J. Deason, City Clerk of the City of Concord, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution titled “**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$42,000,000 CITY OF CONCORD, NORTH CAROLINA GENERAL OBLIGATION PARKS AND RECREATION BONDS**” duly adopted by the City Council of the City of Concord, North Carolina, at a meeting held on the 10th day of August, 2023 and that such proceedings are to be recorded in the minute books of said City Council.

WITNESS my hand and the seal of the City of Concord, North Carolina, this the ____ day of _____, 2023.

City Clerk
City of Concord, North Carolina

(SEAL)

APPENDIX A
FORM OF 2023 BOND

No. R-

\$

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA
CITY OF CONCORD

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY DATE</u> SEPTEMBER 1,	<u>DATED DATE</u>	<u>CUSIP</u>
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: DOLLARS

GENERAL OBLIGATION PARKS AND RECREATION BOND, SERIES 2023

THE CITY OF CONCORD, NORTH CAROLINA (the “City”) acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, upon surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this Bond until it shall mature at the Interest Rate per annum specified above, payable on March 1, 2024 and semiannually thereafter on March 1 and September 1 of each year, on the basis of a 360-day year, constituting twelve 30-day months. Principal of and interest on this Bond are payable in immediately available funds to The Depository Trust Company (“DTC”) or its nominee as registered owner of the Bonds and is payable to the owner of this Bond shown on the records of DTC at the close of business on the 15th day of the month preceding an interest payment date or a bond payment date. The City is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to The Local Government Finance Act and the Bond Order adopted by the City Council on June 9, 2022 and approved by the voters of the City at a referendum duly called and held on November 8, 2022. The Bond Order and a resolution adopted by the City Council of the City on August 10, 2023 (the “Bond Resolution”) authorize the 2023 Bonds to be issued to pay the costs of the Projects as described in the Bond Resolution. Proceeds of the 2023 Bonds will also be used to pay capitalized interest on the 2023 Bonds and the costs of issuing the 2023 Bonds. The 2023 Bonds will initially be issued by means of a book-entry system as described in the Bond Resolution. Capitalized terms used herein and not otherwise defined have the meaning set forth in the Bond Resolution.

The 2023 Bonds maturing on or before September 1, 2033 will not be subject to redemption prior to maturity. The 2023 Bonds maturing on and after September 1, 2034 will be subject to redemption prior to maturity, at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any date on or after September 1, 2033. The 2023 Bonds called for redemption will be redeemed at the redemption price of the principal amount of 2023 Bonds to be so redeemed, plus accrued interest to the redemption date.

If less than all of the 2023 Bonds are called for redemption, the City shall select the maturity or maturities of the 2023 Bonds to be redeemed in such manner as the City in its discretion may determine

and DTC and its participants shall determine which of the 2023 Bonds within a maturity are to be redeemed in accordance with its rules and procedures (or if the 2023 Bonds are not in book-entry, the City will determine by lot); provided, however, that the portion of any 2023 Bond to be redeemed shall be in principal amount of \$5,000 or integral multiples thereof and that, in selecting 2023 Bonds for redemption, each 2023 Bond shall be considered as representing that number of 2023 Bonds which is obtained by dividing the principal amount of such 2023 Bond by \$5,000. Whenever the City elects to redeem 2023 Bonds, notice of such redemption of 2023 Bonds, stating the redemption date, redemption price and any conditions to the redemption and identifying the 2023 Bonds or portions thereof to be redeemed and further stating that on such redemption date there shall become due and payable on each 2023 Bond or portion thereof so to be redeemed, the principal thereof, and interest accrued to the redemption date and that from and after such date interest thereon shall cease to accrue, shall be given not less than 30 days nor more than 60 days before the redemption date in writing to DTC or its nominee as the registered owner of the 2023 Bonds, by prepaid certified or registered United States mail (or by such other means as permitted by DTC's rules and procedures), at the address provided to the City by DTC, but any failure or defect in respect of such mailing will not affect the validity of the redemption. If DTC is not the registered owner of the 2023 Bonds, the City will give notice at the time set forth above by prepaid first class United States mail, to the then-registered owners of the 2023 Bonds or portions thereof to be redeemed at the last address shown on the registration books kept by the City.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened, and that the amount of this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution or statutes. The faith and credit of the City are hereby pledged to the punctual payment of the principal of and interest on this Bond in accordance with its terms.

This Bond shall not be valid or become obligatory for any purpose until the certification hereon shall have been signed by an authorized representative of the Local Government Commission.

IN WITNESS WHEREOF, the City has caused this Bond to bear the original or facsimile of the signatures of the following officers of the City and an original or facsimile of the seal of the City to be imprinted hereon and this Bond to be dated its date of issuance.

(SEAL)

City Clerk

Mayor

Date of Execution: _____, 2023

The issue hereof has been approved under the provisions of The Local Government Bond Act.

Secretary of the Local Government Commission

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to register the transfer of the within Bond on the books kept for registration thereof,
with full power of substitution in the premises.

Dated: _____
Signature guaranteed by:

NOTICE: Signature must be guaranteed by
a Participant in the Securities Transfer
Agent Medallion Program (“Stamp”) or
similar program.

NOTICE: The signature to this assignment must
correspond with the name as it appears on the
face of the within Bond in every particular,
without alteration, enlargement or any change
whatever.

TRANSFER FEE MAY BE REQUIRED

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT

This INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT (the "Agreement") is made and entered into effective as of the *21ST* day of *December*, 2021 (the "Effective Date"), by and among the Water and Sewer Authority of Cabarrus County ("WSACC"), a limited purpose authority created pursuant to Chapter 162A of the North Carolina General Statutes (the "Act"), the County of Cabarrus ("Cabarrus County"), the City of Concord ("Concord"), the City of Kannapolis ("Kannapolis"), the Town of Harrisburg ("Harrisburg"), and the Town of Mount Pleasant ("Mount Pleasant"). Cabarrus County, Concord, Kannapolis, Harrisburg, and Mount Pleasant shall collectively be referred to hereinafter as the "Member Jurisdictions". WSACC and the Member Jurisdictions shall collectively be referred to hereinafter as the "Parties".

STATEMENT OF PURPOSE

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the "Interlocal Act"), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, since its inception in 1992, WSACC has provided wholesale raw water and sewer service to the Member Jurisdictions upon their submission of flow allocation requests;

WHEREAS, in 2000 and 2001, WSACC and each Member Jurisdiction entered into a Sewage Service Agreement (collectively, the "Sewage Service Agreements") for the purposes of, without limitation, establishing certain terms and conditions regarding bulk wastewater transmission and treatment services provided by WSACC;

WHEREAS, at the WSACC-owned and operated Rocky River Regional Wastewater Treatment Plant ("RRRWWTP"), WSACC is currently permitted to treat 26.5 million gallons of wastewater per day (26.5 MGD) ("RRRWWTP Permitted Capacity");

WHEREAS, given the fast pace of development occurring in the Member Jurisdictions, WSACC may not have adequate capacity to fulfill all flow allocation requests;

WHEREAS, WSACC is in the process of expanding its infrastructure at RRRWWTP which will result in increased treatment capacity and additional allocation availability;

WHEREAS, WSACC is in the process of seeking a flow factor reduction from the Division of Water Resources at the Department of Environmental Quality (the "Flow Factor Reduction") which would also increase the capacity available for allocation;

WHEREAS, in exercising their public and essential governmental functions, WSACC, by and through its Board of Directors, and the Member Jurisdictions, by and through their governing bodies, have determined that it is in the best interests of their respective constituents to allocate wastewater treatment capacity to each Member Jurisdiction so that the Member Jurisdictions can individually elect how to utilize their allocated capacity; and

WHEREAS, WSACC and the Member Jurisdictions desire to set forth herein their agreement for such wastewater treatment capacity allocation.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WSACC and the Member Jurisdictions agree as follows:

1. Purpose. The purpose of this Agreement shall be to allocate WSACC's available wastewater treatment capacity at RRRWWTP to each Member Jurisdiction using such allocation methods as set forth in this Agreement for each Member Jurisdiction to elect individually how to utilize their allocated capacity.

2. Defined Terms. The defined terms used in this Agreement shall have the following definitions:

- a. "Accepted Flow" shall mean any flow for which WSACC has issued a flow acceptance letter.
- b. "Actual Flow" shall mean the actual Tributary Flow at RRRWWTP as measured by WSACC.
- c. "Allocated Flow" shall mean the flow allocated to any one or more of the Member Jurisdictions after the Effective Date.
- d. "Available Flow" shall have the meaning set forth in Section 3.
- e. "Prior Year" shall mean the prior calendar year.
- f. "Total Flow" shall have the meaning set forth in Section 3.
- g. "Tributary Flow" shall mean any flow that is tributary to RRRWWTP.

3. Bi-Annual Assessment of Capacity. On a bi-annual basis beginning January 1, 2022, WSACC will determine (a) its total actual wastewater flow and estimated remaining allocated wastewater flow ("Total Flow"), and (b) the wastewater capacity available for allocation ("Available Flow").

Total Flow shall be calculated as follows:

Actual Flow at RRRWWTP from the Prior Year *plus*

- i. WSACC shall take 16.67% of the Available Flow and divide it in four (4) equal shares. Each Member Jurisdiction (excluding Cabarrus County) will receive a base flow amount equal to one-quarter of the 16.67% of Available Flow (the "Base Allocation"); provided, however, Concord agrees that WSACC is to re-allocate Concord's Base Allocation up to a maximum amount of 50,000 gallons per day to Kannapolis with any excess over 50,000 gallons per day being allocated back to Concord.
- ii. Next, WSACC shall take the remaining 83.33% of the Available Flow and allocate among the Member Jurisdictions (excluding Cabarrus County) according to each Member Jurisdiction's five (5) year average percentage of billable sewer flow to the total billable flow for the immediately preceding 5 years as calculated by WSACC. For purposes of the First Division, the Parties agree that the capacity available after the Base Allocation shall be allocated as follows:
 1. Concord: 60.35%
 2. Kannapolis: 29.38%
 3. Harrisburg: 8.85%
 4. Mount Pleasant: 1.42%

5. Future Divisions of Available Flow Among Member Jurisdictions. Following the First Division of Available Flow, the Future Divisions of Available Flow shall occur bi-annually, and allocations shall be determined as follows:

- a. WSACC shall allocate Available Flow, if any, among the Member Jurisdictions (excluding Cabarrus County) according to each Member Jurisdiction's five (5) year average percentage of billable sewer flow to the total billable flow for the immediately preceding 5 years as calculated by WSACC. The five (5) year average percentage shall be recalculated annually.
 - i. For purposes of the Future Division to occur in January 2022 only, Kannapolis shall be allocated 75,000 gallons per day of the remaining Available Flow, if any, before the Future Division of Available Flow is made pursuant to Section 5(a). If, however, the pending Flow Factor Reduction has not been approved by the time of the January 2022 division, this re-allocation of 75,000 gallons shall instead be delayed until the first Future Division occurring after approval of the pending Flow Factor Reduction request.

6. Allocation of Flow for Remainder of 2021. In light of the fact this Agreement is entered into mid-year, the Parties understand and agree that any capacity allocated prior to the effective date of this Agreement shall not reduce any individual Member Jurisdiction's Allocated Flow for the remainder of the 2021 calendar year.

7. Bi-Annual Reporting. Beginning in 2022, on or before January 31st and July 31st of 2022 and each year thereafter, WSACC shall provide each Member Jurisdiction with a Bi-Annual flow summary (“Bi-Annual Flow Summary”). The Bi-Annual Flow Summary shall state:

- a. Total Flow;
- b. Available Flow;
- c. Each Member Jurisdiction’s base flow amount (for purposes of the First Division of Available Flow only);
- d. Capacity adjustments required under Sections 4(b)(i) and 5(a)(i) of this Agreement;
- e. Each Member Jurisdiction’s proportionate share of the Available Flow calculated using a pro-rata percentage based on each Member Jurisdiction’s average percentage of billable sewer flow to the total billable flow over the preceding five (5) year calendar years (*i.e.* averages shall not be recalculated for the July allocation divisions);
- f. Each Member Jurisdiction’s Allocated Flow for the calendar year; and
- g. A calculation of the actual flow (in gallons per day) allocated to each Member Jurisdiction.

8. Incorporation of Bi-Annual Flow Summary. The Parties agree that each Bi-Annual Flow Summary provided by WSACC shall become a part of this Agreement as if fully set forth herein. The Parties acknowledge that each Member Jurisdiction’s allocated capacity is likely to change over time due to variations in Available Flow and each Member Jurisdiction’s proportionate share using a pro-rata calculation based on each Member Jurisdiction’s five (5) year average percentage of billable sewer flow to the total billable flow. The Parties acknowledge and understand that such changes may include a reduction to each Member Jurisdiction’s Allocated Flow as a result of reductions in Available Flow, and should this occur, each Member Jurisdiction’s Allocated Flow would be reduced based on its calculated proportionate share of the reduced Available Flow.

9. Member Jurisdiction Obligations. In order for WSACC to prepare each Bi-Annual Flow Summary, certain information must be provided by the Member Jurisdictions. Specifically, each Member Jurisdiction agrees to provide to WSACC by January 15th and July 15th of each calendar year a statement providing: (a) all Allocated Flow to the Member Jurisdiction that is not Accepted Flow, and (b) all Allocated Flow to the Member Jurisdictions that is Accepted Flow but not yet Tributary and the project status for all such projects. Failure to timely remit the information required by this Section 9 shall delay WSACC’s provision of the Bi-Annual Flow Summary and Future Divisions until such time as all Member Jurisdictions have provided the required information.

10. Charlotte Water. The Parties hereto expressly acknowledge that WSACC has contractual capacity allocation obligations to Charlotte Water as set forth in that certain Water and Sewer Agreement between WSACC and Charlotte Water dated June 13, 1996, as amended (the “Charlotte Water Agreement”), and that such obligations may affect the Available Flow.

11. Effect of Adjustments in Available Flow. WSACC reserves the right to adjust the Available Flow at any point during the calendar year. If Available Flow is adjusted, WSACC shall provide each Member Jurisdiction with a revised Annual Flow Summary indicating the revised actual flow allocated (in MGDs) to each Member Jurisdiction for the calendar year.

12. Allocation Requests from Member Jurisdictions to WSACC. The Member Jurisdictions shall continue to submit allocation requests to WSACC as has been the traditional procedure; provided, however, following execution of this Agreement, only those requests which the Member Jurisdiction has approved shall be sent to WSACC for approval. WSACC shall retain sole authority to issue flow acceptance letters subject to the terms of this Agreement. Each allocation request submitted by a Member Jurisdiction shall be accompanied by the Allocation Request Form attached hereto as Exhibit A. Each Member Jurisdiction agrees that it shall not submit an allocation request which would cause the Member Jurisdiction to exceed its Allocated Flow.

13. Paper Capacity. For purposes of this Agreement, all terms describing flow in MGDs, including Total Flow, Available Flow, and Allocated Flow, shall mean and refer to committed paper capacity as submitted to the North Carolina Department of Environmental Quality. Paper capacity is calculated using the actual average daily and yearly flows plus the estimated values for flows set forth in 15A NCAC 02T .0114 that have been requested but not yet committed.

14. Force Majeure. It shall not be considered a breach of this agreement and neither WSACC nor any Member Jurisdiction shall be responsible for an inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A "force majeure" is defined as any event arising from causes beyond the reasonable control of the WSACC or any Member Jurisdiction, including but not limited to fire, flood, acts of God, terrorism, war, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to perform beyond the reasonable control of WSACC or the Member Jurisdiction, including, without limitation, exhaustion of WSACC's wastewater treatment capacity. A failure to perform due to a force majeure shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued.

15. Effect on Sewage Service Agreements. To the extent the terms of this Agreement contradict or are inconsistent with a term of the Sewer Service Agreements, such contradictory and / or inconsistent terms in the Sewer Service Agreements are hereby amended and expressly superseded.

16. Muddy Creek Wastewater Treatment Plant. The Parties acknowledge that WSACC also currently operates the Muddy Creek Wastewater Treatment Plant ("MCWWTP") to service the Midland area of Cabarrus County. The Parties acknowledge and agree that flow allocated from MCWWTP shall remain subject to the current flow allocation process with WSACC accepting flow requests for service pursuant to WSACC's Sewer Allocation and Commitment Policy.

17. Notices. All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received either (a) when hand delivered to the address stated below, or (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

FOR WSACC: Michael Wilson, Executive Director
Water & Sewer Authority of Cabarrus County
232 Davidson Hwy.
Concord, North Carolina 28027

With a copy to: mwilson@wsacc.org
cvoncannon@wsacc.org
wisenhour@jahlaw.com

FOR CONCORD: City Manager
P.O. Box 308
Concord, North Carolina, 28026-0308
paynel@concordnc.gov

City Attorney
P.O. Box 308
Concord, North Carolina, 28026-0308
kolczynv@concordnc.gov

Director of Water Resources
P.O. Box 308
Concord, North Carolina, 28026-0308
corleyj@concordnc.gov

FOR KANNAPOLIS: Walter M. Safrit, II, City Attorney
City Of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081
wsafrit@kannapolisnc.gov

FOR HARRISBURG: Town Manager
P.O. Box 100
Harrisburg, North Carolina 28075

With a copy to: Town Attorney
3220-201 Prosperity Church Road
Charlotte, North Carolina 28269

lawoffice@RichardKochLaw.com

FOR MOUNT PLEASANT: Randy Holloway, Town Manager
Town of Mount Pleasant
8590 Park Drive
Mt. Pleasant, North Carolina 28124

With a copy to: HollowayR@mtpleasantnc.us
Burrise@mtpleasantnc.us
jfs@sandslegal.net

FOR CABARRUS COUNTY: County Manager
P.O. Box 707
Concord, North Carolina 28026

With a copy to: County Attorney
3220-201 Prosperity Church Road
Charlotte, North Carolina 28269
lawoffice@RichardKochLaw.com

Any party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to all other Parties hereto.

18. Term. This Agreement shall remain in effect until the earlier of (a) January 1, 2025, (b) the date upon which WSACC's expansion of the RRRWWTP comes online with 30 MGD treatment capacity, or (c) termination of this Agreement by WSACC.

19. Termination. Only WSACC shall have the ability to terminate this Agreement, and WSACC shall be entitled to do so in its sole discretion. Upon termination by WSACC, no Member Jurisdictions shall receive further capacity allocations, and all flow allocation requests shall be processed in accord with WSACC's policies then in-effect, including, without limitation, WSACC's Sewer Allocation and Commitment Policy.

20. Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the Parties hereto that all other provisions of this Agreement shall remain in full force and effect.

21. Transfer or Assignment. If any Member Jurisdiction wishes to assign or sell its rights or obligations under this Agreement, it must first obtain prior written approval from WSACC.

22. Parties to Act Reasonably. Whenever this Agreement provides any right to or imposes any obligation upon a party, such party shall exercise such right or discharge such obligation in a reasonable manner, unless otherwise expressly provided herein.

23. Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.C.G.S. § 7A-38.1(c) except as specifically provided otherwise herein. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cabarrus County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

24. Governing Law and Venue. This Agreement is entered into and is to be performed in the State of North Carolina. This Agreement and the legal relations between the Parties hereto shall be governed by, and construed in accordance with, North Carolina law, without reference to the conflict of laws principles thereof. The Parties further agree that the sole and exclusive venue of any action arising out of this Agreement shall be the state courts located in Cabarrus County, North Carolina.

25. Amendments. This Agreement may be amended or modified in whole or in part only by an agreement in writing duly executed by authorized representatives of the Parties pursuant to resolutions of their respective governing boards approving such amendment or modification, and authorizing its execution.

26. Limitation of Liability and No Third Party Rights. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories, and no party hereto shall be liable under this Agreement to any third party. Neither party shall be liable for failures of the facilities of the other party that are subject to this Agreement.

27. Additional Documents. Each party agrees to execute such additional documents as may be reasonably necessary to effectuate the terms of this Agreement.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

29. Fees and Expenses. Each party will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and expenses) incurred in connection with this Agreement, and the consummation of the transactions contemplated hereby.

30. Authority. Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

[Signature Pages to Follow]

WATER AND SEWER AUTHORITY OF
CABARRUS COUNTY

By: *Michael Wilson*

Title: *Executive Director*

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
Finance Officer

11/18/21
Date

STATE OF *North Carolina*

COUNTY OF *Cabarrus*

I, *Tamara Measmer Garifo*, a notary public for said county and state, do hereby certify that *Michael Wilson* personally came before me this day and acknowledged that he/she is *Executive Director* of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

Witness my hand and official seal, this the *18th* day of *November*, 2021.



(NOTARIAL SEAL)

Tamara Measmer Garifo
Notary Public

Tamara Measmer Garifo
(Printed Name of Notary Public)

My Commission Expires: *June 3, 2024*

CITY OF CONCORD

By: [Signature]
Title: City Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

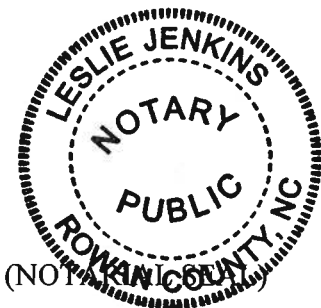
[Signature]
Finance Officer

12/20/2021
Date

STATE OF N.C.
COUNTY OF Rowan

I, Leslie Jenkins, a notary public for said county and state, do hereby certify that Lloyd Wm. Payne, Jr. personally came before me this day and acknowledged that he/she is City Manager of City of Concord and acknowledged, on behalf of City of Concord the due execution of the foregoing instrument.

Witness my hand and official seal, this the 21st day of December, 2021.



[Signature]
Notary Public
Leslie Jenkins
(Printed Name of Notary Public)

My Commission Expires: 9-20-26



CITY OF KANNAPOLIS

By: *Michael B. Legg*
Michael B. Legg

Title: _____
City Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Africa Otis 11/23/21
Africa Otis
Finance Officer

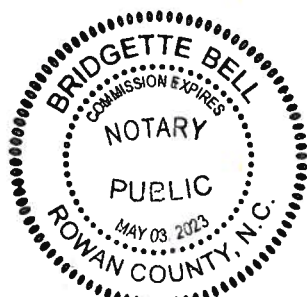
October 25, 2021
Date

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

I, Bridgette Bell a notary public for said county and state, do hereby certify that, Michael B. Legg personally came before me this day and acknowledged that he/she is City Manager of the City of Kannapolis, North Carolina and acknowledged, on behalf of the City of Kannapolis, the due execution of the foregoing instrument.

Witness my hand and official seal, this the 25th, day of October, 2021.



(NOTARIAL SEAL)

Bridgette Bell
Notary Public

Bridgette Bell
(Printed Name of Notary Public)

My Commission Expires: 05-03-2023

TOWN OF HARRISBURG

By: [Signature]
Title: Interim Town Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
Finance Officer

12.8.2021
Date

STATE OF North Carolina

COUNTY OF Cabarrus

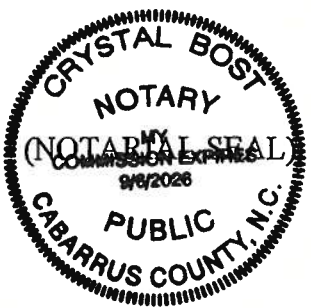
I, Crystal Bost, a notary public for said county and state, do hereby certify that Jerry Lee Connor, Jr. personally came before me this day and acknowledged that he/she is Interim Town Manager of Town of Harrisburg ~~Water and Sewer Authority~~ of Town of Harrisburg ~~Cabarrus County~~ and acknowledged, on behalf of Town of Harrisburg ~~Water and Sewer Authority of Cabarrus County~~ the due execution of the foregoing instrument.

Witness my hand and official seal, this the 8th day of December, 2021.

Crystal Bost
Notary Public

Crystal Bost
(Printed Name of Notary Public)

My Commission Expires: 9/16/2026



TOWN OF MOUNT PLEASANT

By: Terry R. Holloway

Title: Town Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Amy Schuermans
Finance Officer

11-9-2021
Date

STATE OF NC

COUNTY OF Cabarrus

I, Jennifer M. Blake, a notary public for said county and state, do hereby certify that Terry R. Holloway personally came before me this day and acknowledged that he/she is Town Manager of Town of Mount Pleasant and acknowledged, on behalf of Town of Mount Pleasant the due execution of the foregoing instrument.

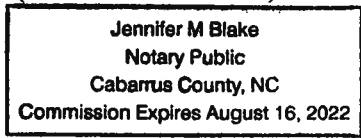
Witness my hand and official seal, this the 9th day of November, 2021.

Jennifer M. Blake
Notary Public

Jennifer M. Blake
(Printed Name of Notary Public)

My Commission Expires: August 16, 2022

(NOTARIAL SEAL)



CABARRUS COUNTY

By: [Signature]

Title: County Manager 11/9/21

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer [Signature]

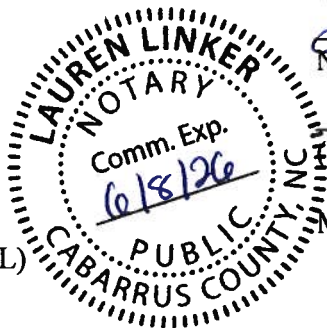
Date 11/8/21

STATE OF North Carolina

COUNTY OF Cabarrus

I, Lauren Linker, a notary public for said county and state, do hereby certify that Michael Downs personally came before me this day and acknowledged that he/she is County Manager of Cabarrus County and acknowledged, on behalf of Cabarrus County the due execution of the foregoing instrument.

Witness my hand and official seal, this the 9th day of November, 2021.



Lauren Linker
Notary Public

Lauren Linker
(Printed Name of Notary Public)

My Commission Expires: 6/8/26

(NOTARIAL SEAL)

EXHIBIT A

**WASTEWATER FLOW ALLOCATION REQUEST FORM
FOR THE
WATER AND SEWER AUTHORITY OF CABARRUS COUNTY**

Member jurisdiction personnel should complete this form and submit to WSACC with the associated flow acceptance application to establish the expected impacts to the member jurisdiction allocated flow value associated with a proposed project.

Jurisdiction Requesting Flow Acceptance:

Date:

- City of Concord
- City of Kannapolis
- Town of Harrisburg
- Town of Mt. Pleasant
- Charlotte Mecklenburg Utilities

Project Title:

Description:

Line Item	Description	Value (gpd)	Formula (if applicable)
A	Currently Available Portion of Member Jurisdiction Allocated Flow		
B	Flow Allocation Requested with this Application		
C	Currently Remaining Member Jurisdiction Allocated Flow with Proposed Application Included		A - B

Notes:

Line Item A is either the initial value from the most recent bi-annual update (if the jurisdiction has not requested flow allocation for project(s) since the most recent bi-annual update) or the value from Line Item C from the jurisdiction's previous flow acceptance request (if the jurisdiction has requested flow allocation for project(s) since the most recent bi-annual update).

Line Item B is the flow allocation requested with the current application.

Line Item C is the difference from subtracting Line Item B from Line Item A.

This Wastewater Flow Allocation Request Form is subject to the terms and conditions of that Interlocal Wastewater Capacity Allocation Agreement dated _____, 2021.

Jurisdiction's Signing Official Signature

Date

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

**FIRST AMENDMENT
TO
INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT**

THIS FIRST AMENDMENT TO INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT (this “Amendment”) is entered into effective as of _____, 2023 by and among the Water and Sewer Authority of Cabarrus County (“WSACC”), a limited purpose authority created pursuant to Chapter 162A of the North Carolina General Statutes (the “Act”), the County of Cabarrus (“Cabarrus County”), the City of Concord (“Concord”), the City of Kannapolis (“Kannapolis”), the Town of Harrisburg (“Harrisburg”), and the Town of Mount Pleasant (“Mount Pleasant”). Cabarrus County, Concord, Kannapolis, Harrisburg, and Mount Pleasant shall collectively be referred to hereinafter as the “Member Jurisdictions”. WSACC and the Member Jurisdictions shall collectively be referred to hereinafter as the “Parties”.

STATEMENT OF PURPOSE

WHEREAS, the Parties entered into that Interlocal Wastewater Capacity Allocation Agreement effective as of December 21, 2021 (the “Agreement”) to govern WSACC and its Member Jurisdictions’ wastewater treatment capacity allocation.

WHEREAS, pursuant to recent amendments to N.C.G.S. §143-215.1, WSACC, because it is within twenty-four (24) months of completion of the expansion of its Rocky River Regional Wastewater Treatment Plant (“RRRWWTP”), is authorized by statute to increase its available allocation to 115% of its existing system’s hydraulic capacity, which will create a one-time increase of 2.1 million gallons of wastewater per day (2.1 MGD) of WSACC’s capacity available for allocation at RRRWWTP to be allocated to the Member Jurisdictions as further set forth in this Amendment (the “Newly Allotted Capacity”).

WHEREAS, the Parties now desire to amend the Agreement to provide for the allocation of the Newly Allotted Capacity to the Member Jurisdictions.

WHEREAS, the Parties desire to expand the term of the Agreement to account for WSACC’s completion of the expansion of RRRWWTP to 34 MGD of treatment capacity.

WHEREAS, pursuant to Section 25 of the Agreement, the Agreement may be modified in whole or in part only by agreement in writing duly executed by authorized representatives of the Parties pursuant to resolutions of their respective governing boards approving such amendment or modification, and authorizing its execution.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, it is agreed and covenanted by the parties as follows:

1. By execution of this Agreement, the modifications to the Agreement set forth in this Amendment shall be duly executed and authorized by representatives of the Parties pursuant to

resolutions of their respective governing boards approving this Amendment.

2. Section 5(a)(i) of the Agreement shall be deleted in its entirety and a new Section 5(b) shall be added such that Section 5 of the Agreement shall now read as follows:

“5. Future Divisions of Available Flow Among Member Jurisdictions. Following the First Division of Available Flow, the Future Divisions of Available Flow shall occur bi-annually, and allocations shall be determined as follows:

- a. WSACC shall allocate Available Flow, if any, among the Member Jurisdictions (excluding Cabarrus County) according to each Member Jurisdiction’s five (5) calendar year average percentage of billable sewer flow to the total billable flow for the immediately preceding 5 calendar years as calculated by WSACC. The five (5) calendar year average percentage shall be recalculated annually.
- b. Notwithstanding the above, for purposes of allocating the Newly Allotted Capacity (and for no other allocation), WSACC shall allocate the Newly Allotted Capacity as follows:
 - i. First, WSACC shall allocate 20,000 gallons per day of the Newly Allotted Capacity to Mount Pleasant; and
 - ii. Second, WSACC shall allocate the remaining 2.08 MGD of the Newly Allotted Capacity among the Member Jurisdictions (excluding Cabarrus County) according to each Member Jurisdiction’s five (5) calendar year average percentage of billable sewer flow to the total billable flow for the immediately preceding 5 calendar years as calculated by WSACC and as further detailed and set forth on Exhibit A, attached hereto and incorporated into this Agreement by reference.”

3. Section 18 of the Agreement is hereby deleted in its entirety and replaced with the following:

“18. Term. This Agreement shall remain in effect until the earlier of (a) January 1, 2025, (b) the date upon which WSACC’s expansion of the RRRWWTP comes online with 34 MGD treatment capacity, or (c) termination of this Agreement by WSACC.”

4. Except as amended and changed by this Amendment, all terms and provisions of the Agreement are in full force and effect and are hereby ratified and affirmed in all respects.

5. This Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina.

6. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[SIGNATURES TO FOLLOW]

WATER AND SEWER AUTHORITY OF
CABARRUS COUNTY

By: _____

Title: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Date

STATE OF _____

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2023.

Notary Public

(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

CITY OF CONCORD

By: _____

Title: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Date

STATE OF _____
COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ of City of Concord and acknowledged, on behalf of City of Concord the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2023.

Notary Public

(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

CITY OF KANNAPOLIS

By: _____

Title: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Date

STATE OF _____

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ of City of Kannapolis and acknowledged, on behalf of City of Kannapolis the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2023.

Notary Public

(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

TOWN OF HARRISBURG

By: _____

Title: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Date

STATE OF _____

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ of Town of Harrisburg and acknowledged, on behalf of Town of Harrisburg the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 2023.

Notary Public

(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

TOWN OF MOUNT PLEASANT

By: _____

Title: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Date

STATE OF _____

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ of Town of Mount Pleasant and acknowledged, on behalf of Town of Mount Pleasant the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2023.

Notary Public

(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

CABARRUS COUNTY

By: _____

Title: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

Date

STATE OF _____

COUNTY OF _____

I, _____, a notary public for said county and state, do hereby certify that _____ personally came before me this day and acknowledged that he/she is _____ of Cabarrus County and acknowledged, on behalf of Cabarrus County the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 2023.

Notary Public

(Printed Name of Notary Public)

My Commission Expires: _____

(NOTARIAL SEAL)

Exhibit A

Water & Sewer Authority of Cabarrus County						
Calculation of 5 Calendar Year Average Flow Percentage						
Calendar Years 2018-2022 For Capacity Allocation						
Applied to 2.1 MGD Additional Allocation						
Summary of 5 Year Average Flow Percentage Per Jurisdiction, Calendar Years 2018-2022					Allocation of	
					20,000	
Concord		59.43%			11,886	
Kannapolis		29.03%			5,806	
Harrisburg		10.11%			2,022	
Mt. Pleasant		<u>1.43%</u>			286	
Total		100.00%			20,000	
			Virginia Foil	Virginia Foil		
		Amount	Park Library	Park Library		
		Available to	Senior Cent.	Senior Cent.	Adjusted	New
		Allocate	Reallocation **	Reassignment	Allocation	Percentage
Concord		1,248,030	(11,886)	-	1,236,144	58.86%
Kannapolis		609,630	(5,806)	-	603,824	28.75%
Harrisburg		212,310	(2,022)	-	210,288	10.01%
Mt. Pleasant		<u>30,030</u>	<u>(286)</u>	<u>20,000</u>	<u>49,744</u>	<u>2.37%</u>
Total		2,100,000	(20,000)	20,000	2,100,000	100.00%
** Reallocated based on 5 Yr avg flow percentage from above.						



Southeastern Consulting Engineers, Inc.

July 20, 2023

Mr. Alex Burris
Director of Electric Systems
City of Concord
P. O. Box 308
Concord, North Carolina 28025

Ref.: Substation V Construction
Bid Recommendation

Dear Alex:

The City received sealed proposals at 2:00 p.m. on July 19, 2023 from five contractors for the substation construction at Substation V. The five bids were reviewed for compliance with the specifications and relevant project experience. A bid tabulation is attached.

The low bid was submitted by Pike Electric, LLC. from Mount Airy, NC in the amount of \$878,527.15. Pike Electric has extensive experience constructing substations and has successfully completed projects with the Electric Department.

We recommend that the City accept Pike Electric's proposal and proceed with executing the contract documents. Please let us know if you have any questions or need any additional information.

Very Truly Yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By *Jerry L. Ford, Jr.*
Jerry L. Ford, Jr., P.E.
Sr. Design Engineer

Enc: Bid Tabulation

cc: Mrs. Andrea Cline
Mr. Caleb Greene
Mr. Ty Barbee

BID TABULATION
Subsurface Construction of Substation V

City of Concord
Concord, North Carolina

Date: July 19, 2023
Time: 2:00 PM, EDT

<u>Bidder</u>	<u>Carolina Power & Signalization</u>	<u>Service Electric Co.</u>	<u>Grid Tech</u>	<u>Lee Electrical</u>	<u>Pike</u>
I. Total, Foundations	\$ <u>596,304.00</u>	\$ <u>467,763.96</u>	\$ <u>643,580.12</u>	\$ <u>408,958.90</u>	\$ <u>440,044.01</u>
II. Install Grounding and Bonding System (L.S.)	\$ <u>90,250.00</u>	\$ <u>97,414.34</u>	\$ <u>84,248.08</u>	\$ <u>168,151.50</u>	\$ <u>98,360.26</u>
III. Install Cable Trench (L.S.)	<u>27,500.00</u>	<u>27,218.71</u>	<u>34,641.09</u>	<u>168,151.50</u>	<u>89,471.37</u>
IV. Install Conduit (L.S.)	<u>165,167.00</u>	<u>299,479.63</u>	<u>246,965.32</u>	<u>168,151.50</u>	<u>140,605.50</u>
V. Furnish and install Gravelling (L.S.)	<u>87,866.00</u>	<u>107,683.36</u>	<u>68,135.14</u>	<u>168,151.50</u>	<u>85,046.01</u>
Contingency Fund	<u>25,000.00</u>	<u>25,000.00</u>	<u>25,000.00</u>	<u>25,000.00</u>	<u>25,000.00</u>
Total, Construction	\$ <u>992,087.00</u>	\$ <u>1,024,560.00</u>	\$ <u>1,102,569.75</u>	\$ <u>1,106,564.90</u>	\$ <u>878,527.15</u>
Bid Bond	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: July 19,2023

FORMAL BID: Yes Bid # 2593

BID DATE: July 19,2023

DEPARTMENT: Electric Systems, Subsurface
Construction of Substation V

BIDDERS	AMOUNT	DELIVERY
Pike	\$878,527.15	150 Days
Carolina Power & Signalization	\$992,087.00	150 Days
Service Electric Co.	\$1,024,560.00	150 Days
Grid Tech	\$1,102,569.75	150 Days
Lee Electrical	\$1,106,564.90	150 Days

RECOMMENDATION: Pike

LOW BIDDER: YES NO (IF NOT, DOCUMENTATION REQUIRED)

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____ Digitally signed by Alex Burris

Alex Burris

Date: 2023.07.26 10:38:12

DEPARTMENT HEAD: _____ -04'00' _____ DATE: _____

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

LeDerick Blackburn

Digitally signed by LeDerick Blackburn
Date: 2023.07.26 10:57:48 -04'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL: _____ Digitally signed by Ryan LeClear
Date: 2023.07.26 11:08:59 -04'00' _____ DATE: _____

Ryan LeClear

COMMENTS: _____

◆◆◆◆◆

FINANCE DIRECTOR: _____ Digitally signed by Jessica Jones
Date: 2023.07.26 11:46:34 -04'00' _____ DATE: _____

Jessica Jones

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES _____ DATE: _____

CITY MANAGER: Lloyd Wm. Payne, Jr., ICMA-CM Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2023.07.27 05:40:21 -04'00' _____ DATE: _____

COMMENTS: _____

City of Concord Co-Sponsorship Application (page 1)

Today's Date: July 12, 2023	
Name of Event: Art Walk on Union	
Date(s) of Event: Sept 9, 2023	Location: Union St and Cabarrus Ave.
Brief Description of Event: Art walk on union is a community event in partnership with the Cabarrus Arts Council to bring local artists and their goods to downtown. Music food and art is brought together in the heart of our downtown.	
Lead Sponsor: Downtown Concord/Cabarrus Arts Council	
Contact Person for Event/Request: Liz Fitzgerald	
Address: 65 Union St. S	
Phone: 704-920-2787	
Website & Email Address (if applicable): www.cabarrusartscouncil.org liz@cabarrusartscouncil.org	

This event is sponsored by (Place an X in the box in front of the one that applies):

<input checked="" type="checkbox"/>	A non-profit with current tax-exempt status that provides direct services or funds to residents and businesses in Concord; <i>OR</i>
<input type="checkbox"/>	Another group that provides a service to the City of Concord residents. (please explain)

What is the primary service or product of the sponsoring organization?

CAC presents, promotes and inspires creativity throughout our community. The Art Walk provides vendor space to regional independent artists and small arts businesses alongside Concord's downtown businesses to foster economic vitality, drive engagement, and connect community.

City of Concord Co-Sponsorship Application (page 2)

What is the primary benefit of the event to the Concord community?

This event is free and open to everyone in Cabarrus and the surrounding region. It routinely draws 4,000-6,000 visitors to downtown. It benefits the businesses downtown as well as individual artisans. Even with the Streetscape construction, the event is still able to accommodate between 70 and 80 vendors. This is a perfect event for Concord families with arts activities, food trucks, live music and more. The event promotes positivity, creativity, and economic development. The partnership between CAC and Downtown Concord is key to our mutual success.

What in-kind support/resources from the City will this event require?

The event requests assistance for police presence before and during the event. Typically, we request 5 officers. Additionally, we request that the transportation department assist in placing barricades at the designated road closures and "no parking" signs the Friday prior to the event. Buildings and Grounds provides trash can drop off and pick up before and after the event.

City of Concord Co-Sponsorship Application (page 3)

How can your organization demonstrate the experience and expertise to successfully execute this event?

CAC has been the key arts organization bringing great arts experiences to the citizens of all ages since 1982. We are the designated county partner to support arts organizations across Concord with grants and capacity building activities. The partnership between Downtown Concord and CAC that created the Art Walk on Union series has been a proven success for all involved.

CITY OFFICE USE ONLY

Emergency Management –

City Manager's Office:

Date Received: 7/12/23

Authorized Signature:



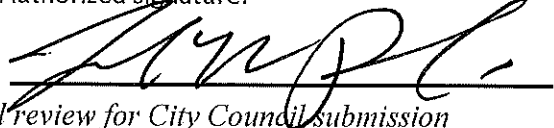
Date final application is submitted to City Manager 08/03/2023

City Manager (or designee) -

City Manager's Office:

Date Reviewed: 08/03/2023

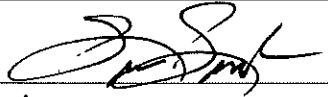
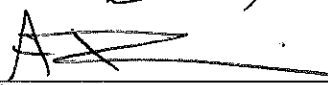
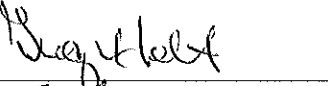
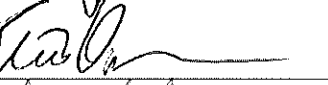

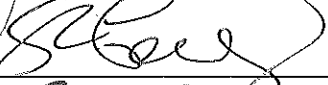

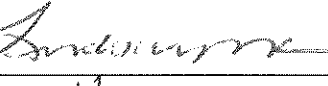
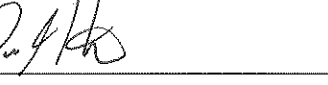
Authorized signature:



Final review for City Council submission

City of Concord Co-Sponsorship Application (page 4)

Review of In-Kind Support from City Departments if applicable:

Department	Date Application Received	Date Application Review Completed	Departmental Signature
Buildings & Grounds	7/12/23	8/3/23	
Electric	↓	↓	
Environmental Services	↓	↓	
Downtown Office	↓	↓	
Fire	↓	↓	
Parks & Recreation	↓	↓	
Police	↓	↓	
Public Information Office	↓	↓	
Transportation/Streets	↓	↓	
Other			

If applicable, values for in-kind support should be submitted to the Emergency Management Coordinator once the departmental review is completed.



CABAART-02

JHMORRISON

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 3/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Morrison Agency 167 Church St. NE Concord, NC 28025	CONTACT NAME: PHONE (A/C, No, Ext): (704) 706-2325 FAX (A/C, No): (704) 782-2263 E-MAIL ADDRESS: hunter@morrisoninsagency.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Cabarrus Arts Council, Inc. P.O. Box 809 Concord, NC 28026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Central Insurance Companies</td> <td style="width: 20%;">NAIC # 20230</td> </tr> <tr> <td>INSURER B : Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER C : United States Liability Insurance Group</td> <td>25895</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Central Insurance Companies	NAIC # 20230	INSURER B : Philadelphia Indemnity Insurance Company	18058	INSURER C : United States Liability Insurance Group	25895	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :													
INSURER E :													
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: General Aggregate			CLP 9913533	3/15/2023	3/15/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$		\$		\$		\$		\$		\$
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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$														
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9913535	3/15/2023	3/15/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 10%;">PER STATUTE</td> <td style="width: 10%;">OTH-ER</td> <td style="width: 25%;"></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td style="text-align: right;">\$ 500,000</td></tr> </table>		PER STATUTE	OTH-ER		E.L. EACH ACCIDENT			\$ 500,000	E.L. DISEASE - EA EMPLOYEE			\$ 500,000	E.L. DISEASE - POLICY LIMIT			\$ 500,000								
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E.L. DISEASE - POLICY LIMIT			\$ 500,000																												
B	Directors & Officers			PHSD1712395	7/1/2022	7/1/2023	Each Occ. \$ 1,000,000																								
C	Liquor Liability			LQ1006478	3/21/2023	3/21/2024	Each Occ. \$ 1,000,000																								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Cabarrus County Government 65 Church Street PO Box 707 Concord, NC 28026	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



City of Concord Co-Sponsorship Application (page 1)

Today's Date:	6/6/2023		
Name of Event:	Logan Neighborhood Reunion		
Date(s) of Event:	9/3/23	Location:	Marvin Caldwell Park 362 Georgia St SW Concord NC 28025
Brief Description of Event:	<p>This event will be a gathering of old residents and new residents of the Logan Community. Through this event we will be able to highlight black owned businesses from residents that grew up in the Logan Neighborhood. There will be delicious foods provided by Food Trucks, local sweet treat vendors and entertainment from a local DJ that is a representative of the Logan Neighborhood.</p>		
Lead Sponsor:	Logan Community Association		
Contact Person for Event/Request:	AJ Clark/April Clark		
Address:	111 High Ave Concord NC 28025		
Phone:	704-425-2786 or April at 980-621-5346		
Website & Email Address (if applicable):	logancommunity@gmail.com		

This event is sponsored by (Place an X in the box in front of the one that applies):

<input checked="" type="checkbox"/>	A non-profit with current tax-exempt status that provides direct services or funds to residents and businesses in Concord; <i>OR</i>
<input type="checkbox"/>	Another group that provides a service to the City of Concord residents. (please explain)

What is the primary service or product of the sponsoring organization?

**The Logan Community Association has a mission of empowering residents in the community through united efforts.

**The Logan Community Association wants to provide viable alternatives to the youth of the community through activities which promote community, personal and social and cultural development.

**The Logan Community Association is to act as a change agent for community growth and development.

City of Concord Co-Sponsorship Application (page 2)

What is the primary benefit of the event to the Concord community?

The Logan Neighborhood Reunion is an event for the residents of the Logan Community. The main purpose for this event is to reunite as a community before the redesign of Marvin Caldwell Park. This reunion will give us an opportunity to reflect on how it really was growing up in the neighborhood. It will also give us the opportunity to highlight business owners that are a product of this community. We want to remember the neighborhood as it was growing up.

What in-kind support/resources from the City will this event require?

Solid Waste- Providing additional trash collection bins and clean up assistance

Parks and Recreation- Waive any fees such as the sales tax fee 85/15 split for vendors or rental fees

Police- Requesting (1) Police Officer to be dedicated to the event between the hours of 1-6

City of Concord Co-Sponsorship Application (page 3)

How can your organization demonstrate the experience and expertise to successfully execute this event?

The Logan Association has successfully organized events in the past.


CITY OFFICE USE ONLY

Emergency Management –

City Manager's Office:

Date Received: 08/23/23

Authorized Signature:



Date final application is submitted to City
Manager 08/03/2023

City Manager (or designee) -

City Manager's Office:

Date Reviewed: 08/03/2023


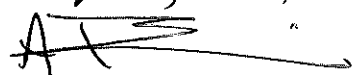
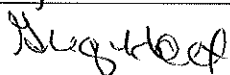

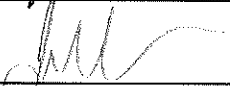
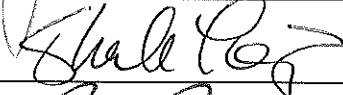
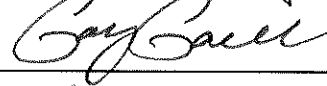


Authorized signature:



Final review for City Council submission

City of Concord Co-Sponsorship Application (page 4)

Review of In-Kind Support from City Departments if applicable:

Department	Date Application Received	Date Application Review Completed	Departmental Signature
Buildings & Grounds	6/26/23	8/3/23	
Electric	↓	↓	
Environmental Services	↓	↓	
Downtown Office	↓	↓	
Fire	↓	↓	
Parks & Recreation	↓	↓	
Police	↓	↓	
Public Information Office	↓	↓	
Transportation/Streets	↓	↓	
Other			

If applicable, values for in-kind support should be submitted to the Emergency Management Coordinator once the departmental review is completed.



**APPLICATION FOR FORMAL RECOGNITION
OF NEIGHBORHOOD ORGANIZATIONS**

1. Name of Neighborhood Organization

2. Type of Organization (**please check one**)

Neighborhood Association____ Homeowner Association____

Other (specify):_____

3. Neighborhood Boundaries. Please include all street names and block numbers for partial streets. (Additional pages and/or map may be attached)

4. Estimated number of households in neighborhood: _____

5. **Please list below the names, addresses, phone numbers and email addresses of the officers for your Neighborhood Organization.** (*If officers' titles are different than those listed, please indicate below.)

Name: _____ Title: President

Address: _____

Phone Number: _____ Email: _____

Name: _____ Title: Vice President

Address: _____

Phone Number: _____ Email: _____

Name: _____ Title: Treasure

Address: _____

Phone Number: _____ Email: _____

Name: _____ Title: Secretary

Address: _____

Phone Number: _____ Email: _____

Other Board members (attached separate sheet if necessary)

Name: _____ Title: _____

Address: _____

Phone Number: _____ Email: _____

5. What is your association’s meeting schedule? Please provide the date(s) and time(s), for future meetings.

6. Location of meeting(s):

7. When is the election of officers held?

8. If your organization has a website, please list it so that we can link it to the City’s Neighborhood Program page.

9. Is membership to your organization open to anyone who lives or owns property in the neighborhood regardless of race, religion, color, sex, national origin, familial status, or disability? _____ Yes _____ No

Please attach the following:

1. Paragraph about the history/character of the neighborhood
2. List of neighborhood goals
3. Map of neighborhood boundaries
4. Copy of By-Laws/Constitution /Principles of Operation

Applicant’s Name (please print)

Applicant’s Title

Applicant’s Signature

Date of Application

PLEASE RETURN FORM AND DIRECT QUESTIONS TO:

Katherine Ramirez Campbell
 Community Outreach Coordinator
 City Manager’s Office
 35 Cabarrus Ave West
 Concord, NC 28025-0308
 Phone: 704.920.5298
 Email: ramirezrk@concordnc.gov

Neighborhood Recognition Application

Supporting Materials

Granary Oaks Homeowners Association, Inc.

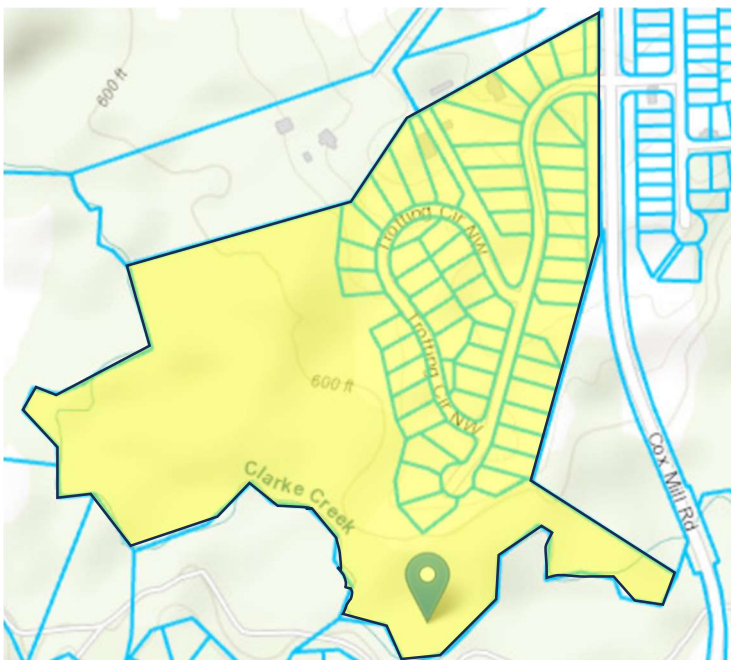
History/Character

Granary Oaks is a new, diverse community on the northwest side of Concord. Classica Homes developed the community and incorporated the Homeowners Association April 19, 2018. The declarant board resigned effective September 28, 2022, at which point the community began operating under resident leadership. The neighborhood is small, consisting of 2 streets and 55 single-family detached homes, but features a fair amount of natural areas, including a Piedmont Natural Gas easement that crosses the community, a few pocket parks, and wooded wetland areas along the west and southern sides of the community featuring a trail that will ultimately be part of the City's greenway network.

Neighborhood Goals

- Build a strong foundation to support core infrastructure following developer turnover.
- Create opportunities for residents to socialize and build community.
- Provide mechanisms for residents to have City/County/State concerns addressed.

Neighborhood Boundaries



Governing Documents

Please see attached.

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION
NONPROFIT CORPORATION

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the nonprofit corporation is: Granary Oaks Homeowners Association, Inc.

2. (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).

3. The name of the initial registered agent is: James, McElroy & Diehl, P.A.

4. The street address and county of the initial registered agent's office of the corporation is:

Number and Street: 525 North Tryon Street, Suite 700
City: Charlotte State: NC Zip Code: 28202 County: Mecklenburg

The mailing address *if different from the street address* of the initial registered agent's office is:

Number and Street or PO Box: _____

City: _____ State: NC Zip Code: _____ County: _____

5. The name and address of each incorporator is as follows:

Name	Address
<u>John W. Beddow</u>	<u>525 North Tryon Street, Suite 700 Charlotte, NC 28202</u>
_____	_____
_____	_____

6. (Check either "a" or "b" below.)

a. The corporation will have members.

b. The corporation will not have members.

7. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.

8. Any other provisions which the corporation elects to include are attached.

9. The street address and county of the principal office of the corporation is:

Principal Office Telephone Number: 704-940-3911

Number and Street: 2215 Ayrley Town Boulevard, Suite G

City: Charlotte State: NC Zip Code: 28273 County: Mecklenburg

The mailing address *if different from the street address* of the principal office is:

Number and Street or PO Box: _____

City: _____ State: _____ Zip Code: _____ County: _____

10. (Optional): Listing of Officers (See instructions for why this is important)

Name	Address	Title
William E. Saint	2215 Ayrley Town Blvd., Suite G, Charlotte, NC 28273	President
Richard A. Jasinski	2215 Ayrley Town Blvd., Suite G, Charlotte, NC 28273	Vice President

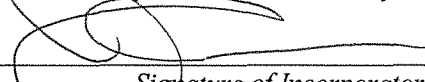
11. (Optional): Please provide a business e-mail address Privacy Redaction.
The Secretary of State's Office will e-mail the Privacy Redaction charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

12. These articles will be effective upon filing, unless a future time and/or date is specified: _____

This is the 19th day of April, 2018.

Granary Oaks Homeowners Association, Inc.

Incorporator Business Entity Name



Signature of Incorporator

John W. Beddow, Incorporator

Type or print Incorporator's name and title, if any

NOTES:

1. Filing fee is \$60. This document must be filed with the Secretary of State.

Attachment to Paragraph 7 of
Articles of Incorporation
of
Granary Oaks Homeowners Association, Inc.

No part of the net earnings of the corporation shall inure to the benefit of any officer, director, or member of the corporation. Upon dissolution of the corporation, the assets thereof shall, after all of its liabilities and obligations have been discharged or adequate provision made therefore, be distributed to any non-profit association or associations organized for purposes similar to those set forth in Paragraph 1 of the Attachment to Paragraph 8 of Articles of Incorporation of Granary Oaks Homeowners Association, Inc., all as more particularly provided in the Bylaws of the corporation.

Attachment to Paragraph 8 of
Articles of Incorporation
of
Granary Oaks Homeowners Association, Inc.

1. The principal purpose for which the corporation is organized is to promote and develop of the common good and social welfare of residents of the community known as Granary Oaks, in connection with which the corporation shall be authorized to carry on one or more exempt functions of a homeowners association under the Internal Revenue Code of 1986.

2. The directors of the corporation shall be elected by the members of the corporation in the manner and for the terms provided in the Bylaws of the corporation.

3. The corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of the corporation.

4. Every person who is a record owner of any lot within the Granary Oaks community is entitled to membership and voting rights in the corporation. Membership is appurtenant to, and inseparable from, the ownership of the applicable lot.

5. To the fullest extent permitted by applicable law, no director or officer of the corporation shall have any personal liability arising out of any action for monetary damages for breach of any duty as a director or officer of the corporation. This paragraph shall not impair any right to indemnity from the corporation that any director or officer of the corporation may now or hereafter have. Any repeal or modification of this paragraph shall be prospective only and shall not adversely affect any limitation hereunder on the personal liability of a director or officer of the corporation with respect to acts or omissions occurring prior to such repeal or modification.

6. The number of directors of the corporation shall be fixed by the Bylaws of the corporation.

FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS

FILED Jul 24, 2018
AT 09:48 am
BOOK 13100
START PAGE 0187
END PAGE 0221
INSTRUMENT # 17915
EXCISE TAX \$0.00
MKL

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GRANARY OAKS

(JW)
Drawn By and Mail to:
John W. Beddow
James, McElroy & Diehl, P.A.
525 North Tryon Street, Suite 700
Charlotte, North Carolina 28202

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
GRANARY OAKS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRANARY OAKS ("Declaration") is made on the date hereinafter set forth by TARLETON PLACE, LLC, a North Carolina limited liability company, hereinafter referred to as "Declarant." Each capitalized term used in this Declaration shall have the meaning for such term defined herein unless otherwise required by context.

WITNESSETH:

WHEREAS, Declarant is the owner of all of that certain real property located in the City of Concord ("City"), Cabarrus County, North Carolina and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"). The Property has been or will be developed by Declarant as a residential community which is herein referred to as and which shall hereafter be known as Granary Oaks. Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in Granary Oaks and for the maintenance of the Property and improvements thereon, and to this end desire to subject the Property to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth and/or described.

WHEREAS, Declarant deems it desirable in order to insure the efficient preservation, protection and enhancement of the values in Granary Oaks and the residents' enjoyment of the specific rights, privileges and easements set forth in this Declaration that an organization be created to which will be delegated and assigned the powers of maintaining common areas, certain easement areas, and Lot (as hereinafter defined) landscaping, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter imposed; and

WHEREAS, Declarant has caused to be created, for the purposes aforesaid, a North Carolina non-profit corporation under the name and style of Granary Oaks Homeowners Association, Inc.;

NOW, THEREFORE, Declarant hereby subjects the Property to the easements, covenants, conditions, restrictions, charges and liens hereinafter set forth and hereby declares that (subject to certain rights of amendment, as hereinafter described) all of the Property shall be held, sold and conveyed subject to such easements, covenants, conditions, restrictions, charges and liens, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Granary Oaks, including, without limitation, matters set forth in that certain Stormwater Control Measures (SCM),

Access Easement and Maintenance Agreement recorded in Book 13000, Page 1 in the Cabarrus County Registry (“SCM Agreement”), the SCM Agreement being hereby incorporated into this Declaration by reference and made a part hereof (except, however, all references to the “Declaration” set forth in the SCM Agreement are hereby corrected to refer to this Declaration of Covenants, Conditions and Restriction for Granary Oaks) . Subject to the rights of Declarant reserved in this Declaration, such easements, covenants, conditions, restrictions, charges and liens shall run with the Property, and be binding on all parties having or acquiring any right, title or interest in the Property, or any part thereof and shall inure to the benefit of each Owner (as hereinafter defined) of the Property or any part thereof.

ARTICLE I

DEFINITIONS

Section 1. Definitions. The following terms when used in this Declaration, or any amendment or supplement hereto (unless the context shall otherwise require or unless otherwise specified herein or therein), shall have the following meanings:

- (a) “Act” shall mean and refer to the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes.
- (b) “Annual Assessments” shall have the meaning set forth in Article V hereof.
- (c) “Approved Builder” shall mean and refer to one or more persons or companies, in the business of building and selling homes to individuals and selected by Declarant to buy Lots and construct homes for sale on the Property, so long as any such Approved Builder is in good standing with Declarant. As of the date of this Declaration, Classica Homes, LLC is the sole Approved Builder.
- (d) “Architectural Design Guidelines” shall have the meaning set forth in Article X hereof.
- (e) “Articles” shall mean and refer to the Articles of Incorporation of the Association.
- (f) “Association” shall mean and refer to Granary Oaks Homeowners Association, Inc., a North Carolina non-profit corporation, its successors and assigns.
- (g) “Association Member” or “Member” shall mean and refer to any Person who holds membership in the Association as set forth in Article III hereof. Association Members shall include the Declarant, for so long as Declarant owns any part of the Property, and all Owners of Lots.

(h) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(i) "Bylaws" or "ByLaws" or "By-Laws" shall mean and refer to the Bylaws of the Association.

(j) "Certificate of Occupancy" shall mean and refer to any required certification issued by the appropriate governmental authorities as a prerequisite to occupancy of any structure on the Property.

(k) "Common Area" or "Common Areas" shall mean and refer, singularly or collectively, as applicable, to all land, improvements and other properties which hereafter shall be deeded to or acquired by, in fee, from time to time by the Association for the common use and enjoyment of the Owners (as hereinafter defined) and the Occupants (as hereinafter defined), including, without limitation, that property identified and designated as "COS," "Common Open Space", "50' Buffer" or other similar designation on any Plat (as hereinafter defined).

(l) "Common Expenses" shall mean and refer to the actual and estimated expenses the Association incurs or expects to incur, for the general benefit of all Owners (as hereinafter defined). Common Expenses include any reserves the Board deems necessary or appropriate.

(m) "Common Mailbox(es)" shall mean and refer to the community mailbox(es), if any, for the Property from time to time maintained by the Association for the common use of the Owners.

(n) "Declarant" shall mean and refer to Tarleton Place, LLC, a North Carolina limited liability company, successors in title to Tarleton Place, LLC to the extent provided in and upon compliance with the requirements of the Act.

(o) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Granary Oaks as it may be amended and/or supplemented from time to time as herein provided.

(p) "Lot" shall mean and refer to any plot of land, with delineated boundary lines, shown on any Plat (as hereinafter defined), with the exception of any Common Areas. In the event any Lot is increased or decreased in size by resubdivisions, through recordation of new subdivision plats, any such newly platted Lot shall thereafter constitute a Lot for the purposes of this Declaration.

(q) "Member" shall mean and refer to each Owner (as hereinafter defined) or Lot Owner (as hereinafter defined) who by virtue of ownership of a Lot is automatically a Member in the Association.

(r) "Mortgage" shall mean and refer to any mortgage or deed of trust constituting a first lien on a Lot.

(s) "Mortgagee" shall mean and refer to the owner and holder of a Mortgage at the time such term is being applied.

(t) "Notice and Opportunity for Hearing" shall mean and refer to the giving of at least fifteen (15) days prior notice of a proposed action and the reasons thereof, and an opportunity to be heard by the Board, orally or in writing, not less than five (5) days before the effective date of the proposed action.

(u) "Occupant" shall mean and refer to any person occupying all or any portion of a Lot or the Property for any period of time, regardless of whether such person is a tenant of the Owner of such Lot or portion of the Property.

(v) "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or other portion of the Property, but excluding those having such interest merely as security for the performance of an obligation.

(w) "Person" shall mean and refer to any natural person, corporation, joint venture, partnership (general or limited), limited liability company, association, trust or other legal entity.

(x) "Plat" shall mean and refer to any plat of the Property or any part of it which has been recorded in the Registry.

(y) "Property" shall mean and refer to that certain real property located in the City, Cabarrus County, North Carolina, and more particularly described on Exhibit A attached hereto and incorporated herein by reference.

(z) "Special Assessments" shall have the meaning set forth in Article V hereof.

(aa) "Special Individual Assessments" shall have the meaning set forth in Article V hereof.

(bb) "Special Declarant Rights" shall mean the rights defined in Section 47F-1-103(28) of the Act for the benefit of Declarant, including, but not limited to the following: to complete improvements indicated on plats or plans filed with or referenced in this Declaration; to exercise any development right as defined in the Act; to maintain sales offices, management offices, models and signs advertising Granary Oaks; to use easements for the purpose of making improvements within Granary Oaks; and to elect, appoint or remove any officer or Board member of the Association until the Turnover Date (as defined in Section 2(b) of Article III hereof).

(cc) "Storm Drainage Easement Areas" shall mean and refer to the portions of the Property designated "20' SDE (Private)," "10' PSDE", "20' PSDE", "20' SCM Maintenance Access Easement" or other similar designation on any Plat.

(dd) "Utilities Easement Areas" shall mean and refer to the portions of the Property designated "5' Utility Easement (Typ)" on any Plat, together with the front and rear ten feet (10') and each side five feet (5') of each Lot.

ARTICLE II

PROPERTY

Section 1. Property Made Subject to Declaration. The Property is hereby made subject to this Declaration and the Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Declarant, the Association, each Owner and each party owning record title to any of the Property, subject to this Declaration and the controls, covenants, conditions, restrictions, easements, development guidelines, charges and liens set forth in this Declaration.

Section 2. Changes to this Declaration Requiring Declarant's Consent. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that, so long as Declarant owns any part of the Property, the prior written consent of the Declarant shall be required for any Person to modify, change, supplement and/or amend, in whole or in part, the terms and provisions of this Declaration or to impose new or additional covenants, conditions, restrictions or easements on any part of the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the Lots. The Association shall have two (2) classes of voting membership.

(a) Class A. Except as provided below, Class A Members shall be all Lot Owners except the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the vote appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to fifty-six (56) votes for each Lot owned. Notwithstanding anything contained herein to the contrary, the Class B membership shall cease and be converted to a Class A membership on the earliest to occur of (a) the date on which Declarant no longer owns any part of the Property; (b) the date Declarant shall elect, in its sole discretion, that Class B membership cease and be converted to Class A membership (which election may be made, if at all, upon the Declarant giving written notice of the election to the Owners); or (c) December 31, 2025. The earliest to occur of (a), (b) or (c) above shall herein be referred to as the "Turnover Date." After the Turnover Date and for so long as Declarant owns any part of the Property, Declarant shall be a Class A Member.

ARTICLE IV

PROPERTY RIGHTS, EASEMENTS AND RIGHTS OF ENTRY

Section 1. Owner's Right of Enjoyment. Every Owner, and in the case of rented homes, such Owner's tenants, shall have a non-exclusive right to and easement for the enjoyment of the Common Areas and a non-exclusive right to and easement for the Storm Drainage Easement Areas and the Utilities Easement Areas to be used and maintained as set forth in this Declaration for the common benefit of the Property and the Owners. Such rights and easements shall be appurtenant to and shall pass with the title to every Lot.

Each Owner's non-exclusive right to and easement for the enjoyment of the Common Areas, and each Owner's non-exclusive right to and easement for the Storm Drainage Easement Areas and the Utilities Easement Areas to be used and maintained as set forth in this Declaration for the common benefit of the Property and the Owners shall be subject to the following:

(a) The right of the Association to suspend the voting rights for any period during which any assessment against such Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless the Members entitled to at least three-fourths (3/4) of the votes appurtenant to each of the two classes of Lots (Class A Lots and Class B Lots) agree to such dedication or transfer and signify their agreement by a signed and recorded written document, provided that this subsection shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of water supply, sewerage, utilities, including CATV, and drainage facilities upon, over, under and across the Common Areas without the assent of the Members when such easements, in the opinion of said Board, are requisite for the convenient use and enjoyment of the

Property. Notwithstanding the above, the Association shall have the right to convey or transfer small portions of the Common Areas to any party or parties for the purposes of changing any Lot lines or correcting minor errors, discrepancies or encroachments which may arise in deeds, surveys or other instruments into the Association or any Owner, including any corrections made necessary by the revision or modification of an existing Plat of the Property;

(c) Except as provided in Subsection (b) hereinabove, conveyance or encumbrance of Common Areas shall be governed by Section 47F-3-112 of the Act which provides that portions of the Common Areas may be conveyed or subjected to a security interest by the Association if persons entitled to cast at least eighty percent (80%) of the votes in the Association agree in writing to that action. Proceeds of the sale or financing of Common Areas shall be an asset of the Association. The Association, on behalf of the Owners, may contract to convey Common Areas or subject Common Areas to a security interest, but the contract is not enforceable against the Association until approved as hereinabove set forth. Thereafter, the Association has all powers necessary and appropriate to make the conveyance or encumbrance, free and clear of any interest of any Owner or the Association in or to the Common Area conveyed or encumbered, including the power to execute deeds or other instruments. No conveyance or encumbrance of Common Area may deprive any Lot of its rights of access and support.

(d) The right of the Association, with the assent of Members entitled to at least two-thirds (2/3) of the votes appurtenant to each of the two classes of Lots (Class A Lots and Class B Lots), to mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) The right of the Association to levy Annual Assessments, Special Individual Assessments and Special Assessments;

(f) The right of Declarant, and its successors and assigns, to make any improvements for any reason it deems proper upon the Common Areas, even after their conveyance to the Association. Declarant hereby reserves an easement over the Common Areas for the purpose of development the remainder of the adjacent property owned by Declarant. Although not limiting the scope of this easement, this easement shall include the right of access at all times for Declarant's employees, agents, subcontractors, invitees, etc., over the Common Areas and shall include the right to construct, maintain and dedicate any additional drainage easements and general utility easements across any of the Common Areas. This easement shall terminate upon completion of the development of Granary Oaks or fifteen (15) years from the date hereof, whichever first occurs;

(g) The right of Declarant, and its successors and assigns, and the Association, to erect and maintain hardscaping, landscaping, fences, lighting and any other improvements and landscaping within Common Areas or any easements granted under the provisions of Article XII hereof and as shown on any Plat; and

(h) The right of the Association to prescribe rules and regulations governing the use, operation and maintenance of the Common Areas (including limiting the number of guests of Owners who may use such Common Areas) and the Lots (“Rules and Regulations”) subject to limitations established by Declarant on such right to impose the Rules and Regulations.

Section 2. Delegation of Use.

(a) Family. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be exercised by members of the Owner’s family who occupy the residence of the Owner within the Property as their principal residence in the City.

(b) Tenants. The right and easement of enjoyment granted to every Owner in Section 1 of this Article may be delegated by the Owner to the Owner’s tenants or contract purchasers who occupy a residence within the Property, or a portion of said residence, as their principal residence in the City.

(c) Guests. Facilities located on Common Areas may be utilized by guests of Owners, tenants or contract purchasers subject to such rules and regulations governing said use of the Common Areas as may be established by the Board of Directors.

Section 3. Title to Common Areas. Title to the Common Areas shall be conveyed to the Association free and clear of all liens and encumbrances; provided, however, that Declarant shall have the right from time to time to reserve for the purpose of development of the Property, all or any portion of the Property, including any Common Areas, various easements and rights-of-way, together with the right to dedicate same where applicable and customary and the right of ingress and egress across the Common Areas in connection with the development of the Property. Declarant’s rights hereunder shall not unreasonably interfere with any Owner’s easement for enjoyment.

The Association shall accept “as is” the conveyance of Common Areas without any representation or warranty, express or implied, in fact or by law, with respect thereto, or with respect to the improvements and repairs to be completed after the conveyance, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, date of completion or the future economic performance or operations of, or the utilities, materials or furniture which have been or will be used in such Common Areas or repairs, except as set forth herein. By acceptance of an interest in any such Common Area or the deed to any Lot, the Association and all Owners release Declarant from any claims and warrant that no claim shall be made by the Association or any Owner relating to the condition, or completeness of such property or repairs or for incidental or consequential damages arising therefrom.

Section 4. Entry Easement to Association. The Association, through its authorized representatives, shall have the right of entry and access to, over, upon and through all of the Property, to enable the Association to perform its obligations, exercise its rights, and fulfill its duties pursuant hereto, and such representatives shall not be deemed to have committed a trespass as a result thereof. Except in an emergency situation, entry shall only be during reasonable hours and after notification to the Owner(s) of the portion of the Property being entered.

Section 5. Provision of Services. The Association may provide, or provide for, services and facilities for all or any of the Owners and their Lots, and may enter into contracts or agreements with other entities, including Declarant, to provide such services and facilities. The Board may charge use or service fees for any such services and facilities, or may include the costs in the Association's budget as a Common Expense and assess it as part of the Annual Assessment, if provided to all Lots. By way of example, such services and facilities might include landscape maintenance, pest control service, cable television service, telephone, internet access, security monitoring, utilities, trash collection and recycling, and similar services and facilities.

Nothing in this Section shall be construed as a representation by Declarant or the Association as to what, if any, services shall be provided. In addition, subject to the contract terms, the Board may modify or cancel existing contracts for services in its discretion, unless the services are otherwise required by this Declaration. Non-use of services provided to all Owners or Lots as a Common Expense shall not exempt any Owner from the obligation to pay assessments for such services.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual Assessments or charges as provided in Section 3 of this Article V; (2) Special Assessments as provided in Section 4 of this Article V; and (3) Special Individual Assessments as provided in Section 5 of this Article V; The assessments described in (1), (2), and (3) of this Section 1 (the "Assessments"), together with interest thereon, late charges, attorney fees, court costs and other costs of collection, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such Assessment is made or has matured. The Assessment shall also be the personal or entity obligation of the person(s) or entity(ies) owning such Lot at the time when the Assessment fell due. Although unpaid Assessment charges are not the personal or entity obligation upon such Owner's successors in title unless expressly assumed by the successors in title, the unpaid Assessment charges continue to be a lien upon the property against which the Assessment has been made or has matured.

Section 2. Purposes of Assessments. The Assessments shall be used exclusively to promote the health, safety and welfare of the residents of the Property, the enforcement of this Declaration and the rules of the Association, and in particular for the improvement, and maintenance of the Property and providing the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and any other areas maintained by the Association (including, without limitation, the areas and improvements required to be maintained pursuant to the terms of the SCM Agreement), the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise, all such items being Common Expenses of the Association.

Section 3. Annual Assessment. Annual Assessment amounts shall be determined by the Board of Directors in accordance with the provisions of the Act and this Declaration effective January 1 of each year. In making such determination, the Board of Directors shall take into consideration, among other things, estimated development and maintenance costs to be borne by the Association under this Article V and future needs of the Association under this Article V. The time of payment of the applicable Annual Assessment amount shall be determined by the Board of Directors from time to time as set forth in statements of amounts due sent to each Owner of a Lot subject to Annual Assessment.

Annual Assessment amounts established by the Board of Directors shall continue thereafter from year to year until changed by said Board.

Section 4. Special Assessments. In addition to the Annual Assessments described in Section 3 above, the Board may levy in any assessment year or years, in accordance with the Act and this Declaration, a special assessment or assessments ("Special Assessments") for the purpose of defraying, in whole or in part, any costs incurred by the Association which are not paid for out of funds on hand in the Association or out of the Annual Assessments collected by the Association. Such costs may include, but shall not be limited to, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon or within any Common Area. Notwithstanding the above, all fees and costs incurred by the Association in exploring or waging a complaint or suit against Declarant must be paid for out of a Special Assessment and, for this purpose only, such a Special Assessment must be approved by a vote of the Members entitled to cast no less than two thirds (2/3) of all votes entitled to be cast by the Members. The due date of any Special Assessment levied pursuant to this Section 4 shall be fixed in the Board resolution authorizing such Special Assessment. Upon the establishment of a Special Assessment, the Board shall send written notice of the amount and due date of such Special Assessment to each Owner of a Lot subject to the Special Assessment at least thirty (30) days prior to the date such Special Assessment is due.

Section 5. Special Individual Assessments. The Board may levy Special Assessments against individual Owners ("Special Individual Assessments") (i) for the purpose of paying for the costs of any construction, reconstruction, repair or replacement

of any damaged component of the Common Areas or Maintenance Areas occasioned by the act of a Lot Owner, or a Lot Owner's family, tenants, guests or agents, and not the result of ordinary wear and tear; (ii) for payment of fines, penalties or other charges imposed against an Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws or any rules or regulations promulgated hereunder, including, without limitation, penalties assessed by the Committee (as defined in Article X) pursuant to the Architectural Design Guidelines, reimbursement to the Committee (as defined in Article X) for any sums it expends on an Owner's behalf pursuant to the Architectural Design Guidelines, and reimbursement to the Association for all expenses incurred in connection with the enforcement of the provisions of Article XI; or (iii) for the purpose of reimbursing the Association for costs (including attorney's fees) incurred in bringing the Owner, the Owner's Lot or the Owner's residence into compliance with the provisions of this Declaration, the ByLaws or the Rules and Regulations. The due date of any Special Individual Assessment levied pursuant to this Section 5 shall be fixed in the Board resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least thirty (30) days prior to the date such Special Individual Assessment is due.

Section 6. Assessment Rate. Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots subject to Annual Assessments and Special Assessments and shall be collected on such basis as determined from time to time by the Board.

Section 7. Commencement of Annual Assessments and Special Assessments. The Annual Assessment for each Lot, shall commence on the earlier of (a) the first day in which a residence on the Lot is first occupied, or (b) the first day of the month after a certificate of occupancy for a residence on the Lot is issued by the governmental authority having jurisdiction. The Annual Assessment for Lots which are first subject to Annual Assessments after January 1 of the applicable year shall be pro-rated for that year, beginning on January 1st of that year. Each Lot owned by an Owner other than an Approved Builder or the Declarant shall also be subject to Special Assessments. Failure to mail notices by the dates required shall not affect the rights of the Association to assess Lots as provided herein.

To the extent, if any, the total amount of Annual Assessments collected by the Association is from time to time insufficient to satisfy in full currently due charges for Common Expenses, excluding reserves ("Current Operating Short-Fall"), until the Turnover Date, Declarant shall fund the Current Operating Short-Fall.

Section 8. Non-Payment of Assessment. Any Assessment levied or matured pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, including reasonable attorney's fees, be a continuing lien which shall bind such Lot in the hand of the then Owner, and such Owner's heirs, devisees, personal representative and assigns. The personal obligation of the then Owner to pay such

Assessment, however, shall remain such Owner's personal obligation and shall not pass to such Owner's successors in title unless expressly assumed by them. Interest on delinquent Assessments shall be charged at the lesser of the rate from time to time established by the Board or the highest rate permitted by the Act.

Any Assessment not paid within thirty (30) days after the due date shall be subject to such late charge as may be from time to time established by the Board or the maximum late charge permitted by the Act, and the Association may bring an action at law against the Owner personally obligated to pay the same, or to foreclose the lien against the Lot as provided in Section 47F-3-116 of the Act and interest, late payment charges, costs and reasonable attorney's fees related to such action or foreclosure shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by not using the Common Areas or by abandoning such Owner's Lot.

Section 9. Subordination to the Lien of First Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust on a Lot. Sale or transfer of any Lot shall not affect any Assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such Assessments as to the payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 10. Exempt Property. All property dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of North Carolina shall be exempt from the Assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said Assessments.

Section 11. Reserves. The Annual Assessments shall, as determined by the Board, include reasonable amounts as reserves for the future periodic maintenance, repair and/or replacement of all or a portion of the Common Areas and any improvements located thereon and any improvements which are maintained by the Annual Assessments. All amounts collected as reserves, whether pursuant to this Section 11 or otherwise, shall be deposited by the Association in a separate bank account to be held in trust for the purposes for which they were collected and are to be segregated from and not commingled with any other funds of the Association. Assessments collected as reserves shall not be considered to be advance payments of Annual Assessments.

ARTICLE VI

UTILITIES AND STORM DRAINAGE EASEMENTS

Section 1. Utilities and Storm Drainage in General. Easements for installation and maintenance of water, sanitary sewer, gas, cable television, telephone,

electric power and storm drainage facilities and for other utility installations are reserved as shown on each Plat and/or as more particularly set forth in this Declaration. Further, easements ten (10) feet in width for such purposes are reserved over, under and through and along the front and rear Lot lines of all Lots and easements five (5) feet in width for such purposes are reserved over, under and through and along the side Lot lines of all Lots. In the event it is determined that other and further easements are required over any Lot or Lots in locations not shown on any recorded Plat and not along rear or side Lot lines, such easements may be established by the Declarant, except that if any such easements are reserved or established after the conveyance of a Lot or Lots to be affected thereby, the written assent of the Owner or Owners of such Lot or Lots and of the trustees and mortgagees in deeds of trust constituting a lien thereon shall be required. Within any such easements above provided for, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation, delivery and maintenance of public utilities, or which may obstruct or change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements, unless approved in writing by the Committee (as defined in Article X) in accordance with the terms of Article X and all public authorities having jurisdiction. Any improvements or obstructions placed within easements shall be subject to removal or relocation without replacement as may be necessary for emergency service or maintenance operations by the Association or appropriate governmental authority. Such approved improvements shall be done at the Lot Owner's risk of removal. Except for those improvements for which a public authority or utility is responsible and except as otherwise specifically set forth in this Declaration, the easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot

ARTICLE VII

INSURANCE

Section 1. Insurance Requirements under the Act. Section 47F-3-113 of the Act requires certain insurance to be carried by the Association and provides for the distribution of insurance proceeds. Sections 2 through 5 of this Article VII set forth the requirements of Section 47F-3-113 of the Act. In the event the insurance requirements set forth in the Act or any portion of the Act are changed, amended or deleted, the insurance requirements set forth in Sections 2 through 5 of this Article VII shall likewise be changed, amended or deleted to conform with the insurance provisions of the Act without the requirement of a formal amendment to this Declaration.

Section 2. Property Insurance. The Association shall maintain, to the extent reasonably available, property insurance on the Common Areas insuring against all risks of direct physical loss commonly insured against including fire and extended coverage perils. The total amount of insurance after application of any deductibles shall not be less than eighty percent (80%) of the replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies. Any loss covered by this property insurance shall be adjusted with the Association, but the insurance

proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee or the Association shall hold any insurance proceeds in trust for Owners and lienholders as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged property, and Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the planned community is terminated.

Section 3. Liability Insurance. The Association shall maintain, to the extent reasonably available, liability insurance in reasonable amounts, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas. The liability insurance shall be for the benefit of the Owners, Occupants, the Association, the Board, the managing agent, if any, the Declarant, and their respective officers, directors, agents, and employees in such amounts and with such coverage that shall be determined by the Board; provided that the liability insurance shall be for at least One Million Dollars (\$1,000,000.00) per occurrence for death, bodily injury and property damage.

Section 4. Required Provisions for Property and Liability Insurance. Insurance policies carried pursuant to Sections 2 and 3 above shall provide that:

(a) Each Owner is an insured person under the policy to the extent to the Owner's insurable interest;

(b) The insurer waives its right to subrogation under the policy against any Owner or member of the Owner's household;

(c) No act or omission by any Owner, unless acting within the scope of the Owner's authority on behalf of the Association, will preclude recovery under the policy; and

(d) If, at the time of a loss under the policy, there is other insurance in the name of the Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Section 5. Insurance Repairs. Any portion of the planned community for which insurance is required under Sections 2 and 3 hereinabove which is damaged or destroyed shall be repaired or replaced promptly by the Association unless: (a) the planned community is terminated; (b) repair or replacement would be illegal under any State or local health or safety statute or ordinance; or (c) the Owners decide not to rebuild by an eighty percent (80%) vote. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense if any portion of the planned community is not repaired or replaced, (a) the insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the planned community; (b) the insurance proceeds attributable to limited common elements which are not rebuilt shall be distributed to the

Owners of the Lots to which those limited common elements were allocated, or to lienholders, as their interests may appear; and (c) the remainder of the proceeds shall be distributed to all the Lot Owners or lienholders, as their interests may appear, in proportion to the common expense liabilities of all the Lots. Notwithstanding the provisions of this Section 5, Section 47F-2-118 (termination of the planned community) governs the distribution of the insurance proceeds if the planned community is terminated.

Section 6. Insufficient Proceeds. If the insurance proceeds received by the Association are insufficient to reimburse, to repair and/or replace any damage or destruction to person or property, the Board may levy a Special Assessment against the Owners to cover the deficiency.

Section 7. Owner's Personal Property. The Association or Declarant shall not be liable in any manner for the safekeeping or condition of any personal property belonging to or used by any Owner or his family, guests or invitees, located on or used at the Common Areas. Further, the Association or Declarant shall not be responsible or liable for any damage or loss to any personal property of any Owner, or such Owner's family, guests or invitees located on or used at the Common Areas. Each Owner shall be solely responsible for all personal property and for any damage thereto or loss thereof, and shall be responsible for the purchase of, at such Owner's sole cost and expense, any liability or other insurance for damage to or loss of such property.

Section 8. No Obligation to Insure Owners' Property. By virtue of taking title to a Lot within Granary Oaks, each Owner acknowledges that neither the Association nor Declarant has any obligation to provide any insurance for any portion of such Lot or Improvement (as hereinafter defined) located thereon.

Section 9. Security. The Association may, in its sole discretion, but shall not be obligated to, provide certain security measures, and maintain or support certain other activities within Granary Oaks designed to make Granary Oaks safer than it might otherwise be. Provided, however, should the Association provide, maintain or support any such measures or activities, then neither the Association, Board, Declarant, nor any successor of Declarant shall in any way be considered insurers or guarantors of security within Granary Oaks, and neither the Association, Declarant nor any successor of Declarant shall be held liable for any loss or damage by reason or failure to provide or take any security protection measures or for the ineffectiveness of any such measures undertaken. Each Owner and Occupant of any Lot and each tenant, guest and invitee thereof acknowledges and understands that neither the Association, Board, Declarant nor any successor of Declarant is an insurer, and each such Owner, and Occupant of a Lot, and their tenants, guests and invitees hereby assume all risks for loss or damage to persons, property or contents belonging to any such persons.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Land Use and Building Type. All Lots shall be known and described as residential Lots. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling, not to exceed two and one-half (2.5) stories in height as viewed from the street facing the front façade of the dwelling, and a private garage or garages having combined space for not less than two (2) cars and other outbuildings incidental to residential use of the plot. This section shall not prevent the use of model homes and construction trailers or similar structures during the construction of residences within Granary Oaks as approved by the Declarant.

Section 2. Building Setbacks. All buildings shall be erected within the setback lines shown on the Plat of each Lot. Declarant reserves the right to revise any Plat and change any building setback line shown on the original Plat provided that any minimum setback line shown on a revised Plat shall not be less than applicable zoning ordinances. No building, garage, carport, or other accessory building and structure incidental to the residential use of each Lot shall be located outside of the setback lines shown on the Plat of the Lot or nearer to a side or rear lot line than permitted by applicable City zoning ordinances.

Section 3. Fences and Walls. Prior to construction or installation of any fence, wall, or other similar improvement on a Lot, such improvements must be approved by the Committee (as defined in Article X) in accordance with the terms of Article X. The fencing restrictions in this Article shall not be applicable to model homes owned by Declarant or Declarant's assigns.

Section 4. Building Plot Area and Width. No residential structure shall be erected or placed on any building plot, which plot has an area of less than the square footage or a width of less than the width permitted by applicable City zoning ordinances.

Section 5. Temporary Structures and Parking. No residence of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, basement, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on any Lot, either temporarily or permanently. Mobile house trailers, on or off wheels, recreational vehicles, three or four wheel all terrain vehicles, motor homes, vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers" or "trailers", commercial vehicles of any kind operated by a member of the household occupying the dwelling on the Lot and any boats and boat trailers shall not be parked on any public right-of-way within the front or side street setback lines or anywhere on the Lot unless contained within the garage serving the single-family residence on the Lot.

No vehicle of any type which is abandoned, inoperative, non-registered or out of service and no automobiles or other mechanical equipment may be dismantled or allowed

to accumulate on any said Lot unless contained within the garage serving the single-family residence on the Lot. Vehicles shall not be parked on the sidewalk or within any public right-of-way, nor shall vehicles be parked or stored on any part of the Lot not improved for that purpose, i.e. garage, driveway, carport or parking pad. This paragraph does not preclude occasional overflow parking within any public right-of-way for guests or other reasonable purposes provided that no inconvenience is imposed on the Owners of other Lots within Granary Oaks.

The restriction set forth in this Section 5 shall not apply to sales trailers, construction trailers or other vehicles which may be used by Declarant or any Approved Builder, their agents and subcontractors, in the conduct of development of Granary Oaks and the construction of homes in Granary Oaks.

Section 6. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood as determined by the Board. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other "conventional" or "customary" household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. The number of household pets generally considered to be outdoor pets such as dogs and cats shall not exceed three in number except for newborn offspring of such household pets which are under six (6) months in age. No dog run or pen may be constructed or maintained on any Lot unless such dog run or pen has been approved in writing by the Committee (as defined in Article X). Notwithstanding the foregoing, Pitbulls, Doberman Pinschers and Rottweilers are expressly prohibited, and the Association shall have the right to prohibit, or require the removal, of any dog or animal, which after consideration of factors such as size, breed and disposition of the animal, interference by the animal with the peaceful enjoyment by other Owners of their Lots and Common Areas and the security measures taken by the Owner with respect to such animal, the Board, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard.

No potentially hazardous or toxic materials or substances shall be used or stored on any Lot other than normal household, lawn and garden products which shall be used by Owner in a manner not to permit spills or runoff of such materials onto the Lot, adjacent Lots or property, drainage swales and lakes. No dumping of grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances shall be allowed on any Common Area, Lot, drain, drainage ditch or swale, stream, pond or lake. No activity shall be allowed which violates local, state or federal laws or regulations; provided, the Board shall have no obligation to take enforcement action in the event of a violation.

Section 7. Buffers. Each Lot shall comply with all buffer requirements applicable thereto as shown on the Plat of the Lot.

Section 8. Outbuildings and Pools. No outbuildings of any kind shall be placed on any Lot. No above-ground pool structures shall be erected on any Lot.

Section 9. Signs. Unless approved by the Committee (as defined in Article X) in accordance with the terms of Article X, no sign of any kind shall be displayed to the public view on any Lot except one (1) professional sign previously approved by Declarant for use by Approved Builders to advertise Lots during the construction and sales period.

Section 10. Unintentional Violations. In the event of the unintentional violation of any of the building line restrictions set forth herein, Declarant, or Declarant's assigns, reserve the right, by and with the mutual written consent of the Owner or Owners for the time being of such Lot, to change the building line restriction; provided, however, that such change shall not be in violation of any provision of the zoning ordinances of the City, nor serve as precedent for other Lots.

Section 11. Antennas, Satellite Dishes or Discs. No radio or television transmission or reception towers, antennas, dishes or discs shall be allowed on a Lot, unless approved by the Committee (as defined in Article X) in accordance with the terms of Article X.

Section 12. Leasing. Lots may be leased for residential purposes. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of this Declaration and a copy of the By-Laws and Rules and Regulations of the Association. The lease shall also obligate the tenant to comply with the aforementioned documents.

Section 13. Maintenance of Lot, Trash Receptacle, Etc. Each Owner shall keep such Owner's Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other debris for collections by governmental or other similar garbage and trash removal units.

All trash receptacles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be screened from view of neighboring streets and property; provided, however, if rubbish, garbage or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open in the evening before a pickup is to be made as necessary to provide access to Persons making such pickups. Equipment must be stored the same day as collection, following collection. All rubbish, trash and garbage shall be regularly removed (no less frequently than weekly) and shall not be allowed to accumulate. Trash, garbage, debris or other waste matter of any kind may not be burned within Granary Oaks without the prior written approval of the Association.

Section 14. Firearms. The use of firearms in Granary Oaks is prohibited. The term "firearms" includes, without limitation, "B-B" guns, paint ball guns, pellet guns, airsoft guns, bow and arrows, slingshots and small firearms of all types.

Section 15. Artificial Vegetation, Exterior Sculpture, Exterior Statuary and Similar Items. No artificial vegetation or plastic animal decoration, such as pink flamingos, etc. shall be permitted on the exterior of any plot, unless placed temporarily on the plot by a church or charitable organization in connection with fund raising purposes or in connection with the celebration of a special event. Artificial vegetation, exterior sculpture, fountains, flags, birdbaths, birdhouses and similar items are generally not allowed but may be approved by the Committee (as defined in Article X) on a case by case basis in accordance with the terms of Article X.

ARTICLE IX

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Neither Declarant, nor any Member, nor the Board, nor the Association, nor any officers, directors, members, managers, agents or employees of any of them shall be personally liable for debts contracted for or otherwise incurred by the Association or for a tort of another Member, whether or not such other Member was acting on behalf of the Association or otherwise. Neither Declarant, nor the Association, nor their directors, officers, members, managers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or association making such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof.

The Association shall, to the extent permitted by applicable law, indemnify and defend all members of the Board from and against any and all loss, cost, expense, damage, liability, claim, action or cause of action arising from or relating to the performance by the Board of its duties and obligations, except for any such loss, cost, expense, damage, liability, claim, action or cause of action resulting from the gross negligence or willful misconduct of the person(s) to be indemnified.

The Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of a duty.

The indemnifications provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members or any disinterested directors or otherwise and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association shall make efforts to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article IX, or in the Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

ARTICLE X

ARCHITECTURAL CONTROL

Section 1. Review by Committee. Notwithstanding anything contained in this Declaration to the contrary, no Improvements (as defined in Section 9 of this Article X), including, without limitation, site preparation on any Lot, change in grade or slope of any Lot, or erection of buildings or exterior additions or alterations to any building situated upon the Property, erection of or changes or additions in fences, hedges, walls and other structures, any landscaping, or any cutting of trees on any Lot, shall be commenced, erected or maintained on any portion of the Property until: (a) during the period of time the Declarant owns any Lot, the Declarant, and thereafter the Board (as applicable, the "Committee") has approved the plans and specifications therefor and the location of such Improvements and has given its written approval for commencement of construction, all in accordance with the terms and requirements in the Architectural Design Guidelines; and (b) the fees set forth in or contemplated in this Article X have been paid. The provisions of this Article X shall not apply to the construction of any Improvements commenced, erected or maintained by Declarant. In addition, no alteration or modification to an existing dwelling unit any other structure previously approved by the Committee, whether dwellings, buildings, gazebos, storage sheds, room additions, ramadas, rooms, fences, walls, canopies, statuary, awnings, roofs, devices to be

mounted on roofs, exterior lighting facilities, recreational/athletic facilities, changes in exterior paint color, or other similar improvements or attachments shall be constructed and no alteration of the established drainage on a Lot shall be made unless complete plans and specifications thereof have been first submitted to and approved in writing by the Committee. The Committee shall exercise its best judgment (neither arbitrarily nor capriciously) to the end that all such changes, improvements and alterations requested for properties within the Property conform to and harmonize with the existing surroundings, dwellings, landscaping and structures. Final plans and specifications shall be submitted to the Committee. The plans and specifications shall show the nature, kind, shape, height, materials and location of all improvements and landscaping. The documents shall specify any requested variance from the setback lines, garage location or any other requirement set forth in this Declaration. At such time as the plans meet the approval of the Committee, one complete set will be retained by the Committee and the other set shall be marked approved on behalf of the Committee and returned to the Owner or the Owner's designated representative. If disapproved by the Committee one set of such plans shall be returned marked "disapproved" and shall be accompanied by a statement setting forth the reasons for disapproval. In no event shall the Committee give verbal approval or disapproval of any plans. If the Committee fails to approve or disapprove such plans and specifications within forty five (45) days after the date of receipt of same by the Committee, written approval of the matter submitted shall not be required and compliance with this Article shall be deemed to have been completed, so long as the submission does not otherwise violate or fail to conform to any restrictions or requirements of this Declaration or previously established requirements of the Committee in which event the submission shall be deemed disapproved by the Committee. An Owner submitting plans to the Committee shall have the burden of establishing the date upon which the Committee received said plans.

Section 2. Fee. The Committee may establish a reasonable processing fee to defer the costs of the Association in considering any requests for approvals submitted to it, which fee shall be paid at the time the request for approval is submitted.

Section 3. Architectural Design Guidelines and Development Standards. The Committee may develop, publish and promulgate architectural standards and guidelines ("Architectural Design Guidelines" or "Guidelines") which shall be used by the Committee in reviewing any proposed plans, specifications and materials submitted to the Committee for approval. The Architectural Design Guidelines shall establish development standards setting forth the minimum standards for the design, size, location, style, structure, color, mode of architecture, mode of landscaping and relevant criteria deemed important by the Committee for the construction of improvements of any nature in the Property. The purpose of such development standards will be to preserve and promote the character and orderly development of the Property. By acceptance of a deed to any Lot, each Owner thereof and his successors and assigns agrees to be bound by all provisions of such development standards as may be adopted by the Committee and to use diligence in keeping abreast of the provisions thereof and any amendments thereto.

Section 4. No Waiver. The approval or disapproval by the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in

connection with any other matter requiring the approval and consent of the Committee shall not be deemed: (a) to constitute a waiver of any right to approve or withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent not; (b) to prohibit the Committee from modifying and amending the Architectural Design Guidelines from time to time to specifically permit any improvement previously prohibited or (c) to prohibit any improvement previously permitted.

Section 5. Variance. The Committee may authorize variances from compliance with the Architectural Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate, as determined by the Committee, and no variance shall (a) be effective unless in writing or (b) estop the Committee from denying a variance in other circumstances.

Section 6. Violation of Approved Plans and Right of Entry. If it is determined by the Committee that a violation exists on a Lot, or that work completed on any Lot has not been completed in compliance with the final plans approved by the Committee, the Committee may notify the Owner in writing of such non-compliance within thirty (30) days of inspection, specifying in reasonable detail the particulars of non-compliance and may require the Owner to remedy the same. The Association shall have the right to enter upon the Lot of any Owner and to perform compliance or remedy non-compliance as ordered by the Committee and the cost of such performance or remedy shall be charged to the Owner of the Lot in question, which cost shall be due within ten (10) business days after receipt of written demand therefor. If the Owner fails to remedy such non-compliance or to commence and continue diligently toward achieving compliance, Declarant or the Association (as their interests shall appear) shall notify the Owner that it shall take action to remove the non-complying improvements and/or seek injunctive relief, recovery of costs incurred, and imposition of a fine, which fine shall not exceed ten percent (10%) of the cost of achieving compliance.

Section 7. Non-Liability for Approval of Plans. Committee approval of plans shall not constitute a representation, warranty or guarantee, whether express or implied, that such plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions. By approving such plans and specifications, neither the Committee (whether the Declarant or the Board), the members, directors, managers or officers thereof, the Association, any Member thereof, the Board, nor Declarant, assumes any liability or responsibility therefor, or for any defect in any Improvements constructed from such plans or specifications. Neither the Committee (whether the Declarant or the Board), any member, director, manager or officer thereof, the Association, the Board nor Declarant shall be liable to any Member, Owner, occupant, or other person or entity for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, or (b) the construction or performance of any work, whether or not pursuant to the approved plans, drawings and specifications.

Section 8. Compliance with Laws. Review and approval of plans and specifications by the Committee shall not imply or infer compliance with any law, ordinance or regulation, or structural integrity or safety of any Improvements described in any approved plans and specifications. Review and approval as provided in this Article is for aesthetic purposes only. It is each Owner's sole responsibility to plan and construct any and all Improvements in a manner which complies with all applicable codes, statutes, laws, ordinance and regulations, including, without limitation, the water quality protection regulations of the City, and in compliance with any approval granted hereunder.

Section 9. Definition of "Improvements". The term "Improvement" (or "improvement") or "Improvements" (or "improvements") shall mean and include any and all man made changes or additions to a Lot, including, but not limited to, the location, materials, size and design of all buildings (including any exterior devices attached to or separate from buildings, such as heating and air conditioning equipment, solar heating devices, antennae, satellite dishes, etc.); storage sheds or areas; roofed structures; parking areas; fences; "invisible" pet fencing; pet "runs," lines and similar tethers or enclosures; walls; irrigation equipment, apparatus and systems; landscaping (including cutting of trees); hedges; mass plantings; poles; driveways; statuary; ponds; lakes; changes in grade or slope; site preparation; swimming pools; hot tubs; Jacuzzi; tennis courts; tree houses; basketball goals; skateboard ramps; and other sports or play apparatus; signs; exterior illumination; and changes in any exterior color or shape. The definition of Improvements includes both original Improvements and all later changes to Improvements. The definition of Improvements, however, does not include the replacement or repair of Improvements previously approved by the Committee, provided such replacement or repair does not change exterior colors, materials, designs or appearances from that which were previously approved by the Committee.

Section 10. Duty to Complete Improvements. An Owner shall complete all approved Improvements, subject to unforeseen circumstances and causes beyond the reasonable control of such Owner, as determined by the Committee, within twelve (12) months following commencement of construction of approved Improvements in the case of Improvements consisting of initial construction of a residence and related Improvements (provided, however, notwithstanding the foregoing, the above limitation shall be eighteen (18) months in each case of initial construction of a residence and related Improvements by an Approved Builder) and within six (6) months following commencement of construction of all other approved Improvements.

ARTICLE XI

COMMON AREA AND LOT MAINTENANCE

Section 1. Maintenance by Association. The Association shall repair and maintain the Common Areas (including, without limitation, the Common Mailbox(es) and all areas and improvements required to be maintained pursuant to the terms of the SCM Agreement); provided, however, the foregoing shall not be construed as obligating the Association to repair or maintain any utility line serving any Lot.

Section 2. Maintenance by Owners. Except for the Association's specific obligations set forth herein, each Owner shall, at all times, maintain, repair and otherwise be responsible for such Owner's Lot, including all sight triangle areas shown on any Plat ("Sight Triangle Areas"), structures, utility lines, walkways, fences, landscaping, Storm Drainage Easement Areas, Utilities Easement Areas and other improvements thereon to the extent not maintained by a public authority. An Owner shall be responsible for replacement and reconstruction of improvements on such Owner's Lot required because of damage or destruction by fire or other casualty. No structure shall be placed or permitted to remain on any Lot which may damage or interfere with the use, maintenance, repair or replacement of drainage facilities, swales and appurtenances and no Owner shall do any work, construct any improvements, place any landscaping or suffer the existence of any condition whatsoever which shall alter or interfere with the drainage pattern for the Lots or any Common Area as established in connection with the approval of any Plat, except to the extent such interference or alteration is approved in writing by the Committee and all public authorities having jurisdiction. All of the aforesaid drainage facilities, swales and appurtenances shall at all times be accessible to Declarant until Granary Oaks is completed and at all times shall be accessible to the Association and all persons installing, using, maintaining, repairing or replacing the drainage facilities, swales and appurtenances located on the applicable Lot. Declarant may from time to time present for recordation in the official records of the City instruments showing approximate locations of subsurface storm drainage facilities and of subsurface groundwater drainage facilities.

Section 3. Negligence. The cost of repair or replacement of any improvement to be maintained and kept in repair by the Association, which repair or replacement is required because of the act or omission of any Owner, shall be the responsibility of and paid for by such Owner.

Section 4. Right to Enter. In addition to the easements set forth in Article XII hereof, after reasonable notice to the occupant, the Association or its agents shall have access over and upon any Lot when necessary in connection with any violation, repair, maintenance, or replacement of improvements for which the Association is responsible or for the enforcement of this Declaration, and each Owner shall accept title to such Owner's Lot subject to such right of access of the Association or its agents. By way of illustration, and not limitation, the Association may repair, maintain and replace drainage facilities and/or drainage swales on a Lot.

Section 5. Failure to Maintain by Owner. All maintenance required by Owners under this Article XI shall be performed in a manner consistent with the Declaration, By Laws, Architectural Design Guidelines and all other applicable rules and regulations. If any Owner of a Lot fails properly to perform such Owner's maintenance responsibilities or removes trees, shrubs or any other vegetation without Committee's approval, the Association, after giving Owner a minimum of seven (7) days' written notice to cure the failure to maintain, shall have the right, but not the obligation, to enter such Owner's Lot to maintain said Lot and assess all costs incurred by the Association against the Lot and the Owner thereof as a Special Individual Assessment as provided in Section 5 of Article V.

ARTICLE XII

EASEMENTS AND OTHER RIGHTS

Declarant, in addition to any other easements granted or reserved herein, hereby reserves unto itself, and its successors and assigns, and grants to the Association and any other persons or entities hereinafter set forth, the following non-exclusive easements on, upon, over, across, through and under the Property. In addition, Declarant hereby reserves unto itself, and its successors and assigns, the right, on behalf of itself and the Association, to grant additional easements on, upon, over, across, through and under the Common Areas and any portion of the Property owned by Declarant as deemed to be in the best interests of and proper for Granary Oaks, including, but not limited to, easements in favor of the Declarant, the Association, any designees of the foregoing, the Owners, and all their family members, guests, invitees and lessees and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified.

Section 1. Easements and Cross Easements on Common Areas. Declarant, for itself, and its designees and the Association, reserve the right to impose upon the Common Areas henceforth and from time to time such easements and cross easements for ingress and egress, installation, maintenance, construction and repair of utilities and facilities including, but not limited to, electric power, telephone, cable television, antenna transmission, surveillance services, governmental and quasi-governmental purposes, sewer, water, gas, drainage, landscape/irrigation, storm water management, lighting, television transmission, garbage and waste removal, emergency services, and the like as it deems to be in the best interests of, and necessary and proper for, Granary Oaks or any portion thereof.

Section 2. Use of Common Areas. Declarant declares that the Common Areas are subject to a perpetual nonexclusive easement in favor of Declarant, the Association and their designees, the Owners and all their family members, guests, invitees and lessees, and appropriate governmental and quasi-governmental agencies to use the Common Areas for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and utilities and for such use of the facilities as the same are reasonably intended in accordance with the terms of this Declaration. If ingress or egress to any Lot or other portion of the Property is through

any Common Area, any conveyance or encumbrance of such area is subject to this easement.

Section 3. Right of the Association and Declarant to Enter Upon the Common Areas, Storm Drainage Easement Areas, Utilities Easement Areas and Sight Triangle Areas. Declarant hereby reserves for the benefit of itself, and its successors in interest and assigns, and grant to the Association and all agents, employees or other designees of Declarant or the Association an easement for ingress, egress and access to enter upon or over the Common Areas, Storm Drainage Easement Areas, Utilities Easement Areas and Sight Triangle Areas for the purposes of inspecting any construction, proposed construction, or Improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of Declarant or the Association, as appropriate. Such easement includes an easement in favor of the Association and Declarant to enter upon the Common Areas, Storm Drainage Easement Areas, Utilities Easement Areas and Sight Triangle Areas now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designated or for such purposes as they are hereafter redesignated or as Declarant otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained herein shall be interpreted as imposing any obligation upon the Association or Declarant to maintain, repair, or replace any areas or any Improvements on any Lot, all of which the Owner of the applicable Lot is required to maintain, construct or repair.

Section 4. Easement for Encroachments. Declarant hereby reserves, for the benefit of itself, and its successors in interest and assigns, and grants to the Association, the Owners, their successors and assigns, and to the Occupants of Lots, easements for encroachments, to the extent necessary, in the event any portion of the Improvements located on any portion of the Property now or hereafter encroaches upon any of the remaining portions of the Property as a result of minor inaccuracies in survey, construction or reconstruction, or due to settlement or movement. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching Improvements in favor of Declarant, the Association, the Owners and all their designees,

Section 5. Utility, Drainage and Sight Triangle Easements. The Property shall be subject to all easements and rights of way for utilities, drainage and sight triangles shown on any Plat.

Such easements are hereby reserved for the use of Declarant and its successors and assigns, and are hereby established for the use of the Association, its successors and assigns. Within the above described easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities, unless approved by the Committee. In no event shall improvements change the direction or flow of drainage channels or create erosion problems in the easements. Any improvements or obstructions placed within easements shall be subject to removal or relocation without replacement as may be necessary for emergency service or maintenance operations by the Association or appropriate governmental authority. Such approved improvements shall be done at the Lot Owner's

risk of removal. This reservation of easements shall not prohibit the construction of driveways, at locations approved by the Committee, over such easements.

Section 6. Declarant's Right to Assign Easements: Maintenance of Easement Areas. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by Declarant hereunder. The areas burdened by the easements and rights of way reserved by Declarant on each Lot or other portion of the Property pursuant hereto, including any Improvements in such areas, which are not to be maintained by the Association or a public authority or utility, shall be maintained continuously by each Owner of such Lot or other portion of the Property. Declarant and/or the Association may exercise the rights reserved in Article XI hereof for the purpose of enforcing the provisions of this Section 6.

Section 7. Easement Reserved for the Association and Declarant. Full rights of access, ingress and egress are hereby reserved by Declarant for itself and the Association at all times over and upon any Lot, Common Area or other portion of the Property for the exercise of the easement rights described in this Article XII and for the carrying out by Declarant or the Association of the rights, functions, duties and obligations of each hereunder; provided, that any such entry by Declarant or the Association upon any Lot or portion of the Property shall be made with the minimum inconvenience to the Owner of such property as is reasonably practical, and any damage caused as a result of the gross negligence of Declarant, the Association or their employees or agents shall be repaired by Declarant or the Association, as the case may be, at the expense of Declarant or the Association, as the case may be. This shall not apply to damages to property or improvements located on or over established easements or rights-of-way that may be damaged, removed or relocated as required for emergency or easement maintenance. The Lot Owner shall be responsible for the repair/replacement of improvements and for identifying and/or locating any underground improvements within easement or right-of-way areas upon request.

Section 8. Additional Easements. Declarant shall have the right to grant over, under, across and upon any portion of the Property owned by Declarant, and the Board shall have the authority, in its sole discretion, to grant over, under, across and upon the Common Areas, such easements, rights of way, licenses and other rights in accordance with or to supplement the provisions of this Declaration or as may otherwise be desirable for the development of the Property, by the execution, without further authorization, of such grants of easement or other instruments as may from time to time be necessary or desirable. After such time as the members of the Board are no longer appointed by Declarant, the Board shall cooperate with Declarant and execute such grants of easements over the Common Areas as may be desirable to Declarant for the development of the Property and the preservation and enhancement of Declarant's interests therein.

Section 9. No Merger of Easements. The easements hereby established shall not be terminated by merger or otherwise, except upon execution and recordation of an instrument specifically terminating any such easement.

ARTICLE XIII

EMINENT DOMAIN (CONDEMNATION)

In the event of a taking of all or any portion of a Lot or all any portion of the Common Areas by eminent domain, or by conveyance in lieu thereof, the awards paid on account thereof shall be applied in accordance with Section 47F-1-107 of the Act.

ARTICLE XIV

TERMINATION OF PLANNED COMMUNITY

Granary Oaks, a planned community under the Act, may be terminated only in strict compliance with Section 47F-2-118 of the Act.

ARTICLE XV

AMENDMENT, RESERVATION OF SPECIAL DECLARANT RIGHTS

This Declaration may be amended only in strict compliance with the Act, including, without limitation, Section 47F-2-117 of the Act, except that no Amendment altering or impairing Special Declarant Rights may be made without the written consent of the Declarant, the right to exercise any and all Special Declarant Rights being hereby reserved to Declarant.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, condition, covenant, reservation, lien and charge now or hereafter imposed by the provisions of this Declaration, either to restrain or to enjoin violation or to recover damages, and against the land to enforce any lien created by this Declaration. Failure or forbearance by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Conflict with the Act; Severability. Should any of the terms, conditions, provisions, paragraphs, or clauses of this Declaration conflict with any provisions of the Act, the provisions of the Act shall control unless the Act permits the Declaration to override the Act, in which event the Declaration shall control. The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or any part of the same, or the application thereof to any person or circumstance, shall not impair or affect in any manner the validity, enforceability or affect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstance.

Section 3. Amendment. Subject to the provisions of Article XV hereof, the covenants and restrictions of this Declaration shall run and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated or altered by a vote of seventy-five (75%) percent of a vote of the Owners after the expiration of said twenty-five (25) year period. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by the Owners of not less than eighty percent (80%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots; provided, however, that Declarant's rights hereunder may not be amended or altered without Declarant's prior written consent. Any amendment must be properly recorded in the Office of the Register of Deeds for Cabarrus County, North Carolina and shall take effect only upon such recording.

Section 4. Interpretation of Declaration. Whenever appropriate, singular may be read as plural, plural may be read as singular, and the masculine gender may be read as the feminine or neuter gender. Compound words beginning with the prefix "here" shall refer to this entire Declaration and not merely the part in which they appear.

Section 5. Captions. The Captions herein are only for convenience and reference and do not define, limit or describe the scope of this Declaration, or the intent of any provision.

Section 6. Law Controlling. This Declaration shall be construed and controlled by and under the laws of the State of North Carolina.

Section 7. Notices. Any notice required to be sent to any Member of Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, post paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Conflicts. In the case of any conflict between this Declaration and either the Articles of Incorporation or the By Laws of the Association, this Declaration shall control.

Section 9. Condemnation. Subject to the provisions of Article XIII hereof, in the event any Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or other sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Owners and their mortgagees, as their interests appear.

Section 10. Disclaimer. Notwithstanding anything contained herein or in the Articles of Incorporation, By Laws, Rules or Regulations or any other document governing or binding the Association (collectively the "Association Documents"), the Association and the Declarant shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Member, occupant or user of

any portion of the Property, including, without limitation, Owners and their respective families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. It is the express intent of the Association Documents that the various provisions thereof that are enforceable by the Association and govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of maintaining the enjoyment of the Property. The Association and the Declarant are not empowered, and have not been created, to act as an entity which enforces or ensures any other individual's or entity's compliance with the laws of the United States, State of North Carolina or any other jurisdiction or the prevention of criminal, tortuous or like regulated activities. Every Owner, by taking title to any part of the Property, covenants and agrees to hold harmless and to indemnify the Association and the Declarant, and their respective directors, trustees, officers, agents, parties and affiliates from and against all claims of any kind whatsoever by an invitee, licensee, family member, employee or other representative or agent of that Member for any loss or damage arising in connection with the use, ownership or occupancy of any portion of the Property.

Section 11. Construction Activities. All Owners, occupants, and users of Lots are hereby placed on notice that Declarant, Approved Builders, and/or their agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, may, from time to time, conduct blasting, excavation, construction, and other activities within Granary Oaks. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest, and by using any portion of a Lot or Granary Oaks generally, the Owners and all occupants and users of Lots acknowledge, stipulate, and agree (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the Lot where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (c) that Declarant, Approved Builders, and all of their agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable but, rather, shall be held harmless for any and all losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant and Approved Builders to sell, convey, lease, and/or allow the use of Lots within Granary Oaks.

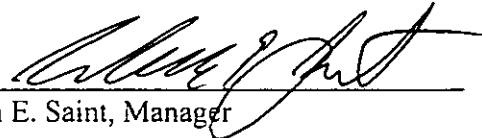
Section 12. No Liability for Third Party Acts. Owners and Occupants of Lots, and their respective guests and invitees, are responsible for their own personal safety and for their property in Granary Oaks. The Association may, but is not obligated to, maintain or support certain activities within Granary Oaks which promote or enhance safety or security within Granary Oaks. However, the Association and Declarant shall not in any way be considered insurers or guarantors of safety or security within Granary Oaks, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including fire protection, burglar alarm, or other security monitoring systems, or any mechanism or system for limiting access to Granary Oaks, cannot be compromised or circumvented, nor that any such systems or measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing such Owner's tenants and all occupants of such Owner's Lot that the Association, the Board and its committees and Declarant are not insurers or guarantors of security or safety and that each Person within Granary Oaks assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of this 16th day of July, 2018.

SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES

TARLETON PLACE, a North Carolina limited liability company

By: 
William E. Saint, Manager

STATE OF NORTH CAROLINA
COUNTY OF Cabarrus

I, a Notary Public for said County and State, certify that William E. Saint, either being personally known to me or proven by satisfactory evidence (said evidence being _____), personally came before me this day and acknowledged he is the Manager of TARLETON PLACE, LLC, a North Carolina limited liability company, and that he, being authorized to do so, voluntarily executed the foregoing instrument on behalf of the limited liability company for the purposes stated therein.

Witness my hand and official stamp or seal, this 16th day of July, 2018.


Notary Public

My Commission Expires:
April 17, 2021

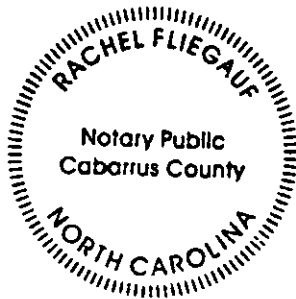


Exhibit A

BEING all of the property depicted on the map entitled "FINAL PLAT FOR: GRANARY OAKS" recorded in Map Book 77, Pages 71-73, in the Cabarrus County Registry.

CONSENT AND SUBORDINATION

OF

HOMETRUST BANK

The undersigned, being the Bank in that certain Construction Deed of Trust and Security Agreement executed by TARLETON PLACE, LLC, a North Carolina limited liability company, recorded in Book 12667, Page 238 in the Cabarrus County Registry, (the "Deed of Trust"), does hereby consent to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Granary Oaks ("Declaration") to which this Consent and Subordination is attached and does hereby agree that the Declaration shall be superior to the lien of the Deed of Trust.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Subordination to be duly executed and sealed as of the 16th day of July, 2018.

BANK: HOMETRUST BANK

By: [Signature]
Senior Vice President

STATE OF North Carolina
COUNTY OF Mecklenburg

I, a Notary Public of the County and State aforesaid, certify that Jeff Milton, either being personally known to me or proven by satisfactory evidence (said evidence being _____), personally came before me this day and acknowledged that (s)he is Senior VP of Hometrust Bank, and that (s)he, as Senior VP President, being authorized to do so, voluntarily executed the foregoing on behalf of said Hometrust Bank for the purposes stated therein.

WITNESS my hand and official stamp or seal, this 16th day of July, 2018.



[Signature]
Notary Public
Sophie Donaldson
Printed Name of Notary

Commission Expires: 9/16/19

BYLAWS
OF
GRANARY OAKS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
Name, Principal Office and Definitions

1.1 Name. The name of the Corporation shall be Granary Oaks Homeowners Association, Inc. (for convenience sometimes referred to as the "Association").

1.2 Principal Office. The principal office of the Association shall be located in Mecklenburg County, North Carolina. The Association may have such other offices, either within or outside the State of North Carolina, as the Board of Directors of the Association ("Board of Directors" or "Board") may determine or as the officers of the Association may require.

1.3 Definitions. The words used in these Bylaws shall generally be given their normal, commonly understood definitions unless otherwise specified. Capitalized terms used but not defined herein shall have the same meanings given them in the Declaration of Covenants, Conditions and Restrictions for Granary Oaks recorded or to be recorded in the Office of the Register of Deeds for Cabarrus County, North Carolina, as amended from time to time (the "Declaration").

ARTICLE II
Membership, Meetings, Voting

2.1 Membership. The Association initially shall have two classes of membership, Class A and Class B, as more fully set forth in the Declaration, and the terms in the Declaration pertaining to membership are incorporated herein by reference.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Property or as convenient thereto as possible and practical.

2.3 Annual Meetings. The first meeting of the Members of the Association, whether a regular or special meeting, shall be held within thirty (30) days after Class B Membership ceases to exist. Subsequent regular annual meetings shall be set by the Board so as to occur on or within sixty (60) days after the close of the Association's fiscal year on a date and at a time set by the Board of Directors.

2.4 Special Meetings. The President of the Association ("President") may call special meetings. In addition, it shall be the duty of the President to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members representing at least ten percent (10%) of the total Class A votes of the Association.

2.5 Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail or by electronic means, including by electronic mail over the internet to an electronic mailing address designated in writing by the applicable Member, to each Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary of the Association ("Secretary") or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Association, with postage prepaid.

2.6 Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein by reference. In the case of any action requiring the written consent of a Member, such consent, if given, shall be executed by the Member or on behalf of the Member by its duly authorized partner, officer or Manager, as the case may be.

2.9 Proxies. At all meetings of Members, each Member may vote in person (if a corporation, through any officer or director duly authorized by its board of directors, if a partnership, through a general partner duly authorized, and if a limited liability company, through a manager duly authorized) or by proxy. All proxies shall be in writing, signed by the Member, dated and filed with the Secretary prior to any meeting for which it is to be effective. Every proxy shall be revocable and shall automatically cease upon receipt by the Secretary of written revocation or upon adjournment of the meeting at which such proxy was used for purposes of voting.

2.10 Majority. As used in these Bylaws, the term "majority" shall mean more than fifty percent (50%) of the total number of persons or votes, as the context may indicate.

2.11 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence, in person or by proxy, of Members representing ten percent (10%) of the total votes in the Association shall constitute a quorum at all meetings of the Association.

2.12 Conduct of Meetings. The President or a Vice President shall preside over all meetings of the Association, and the Secretary shall have responsibility for maintaining minutes of meetings and recording in a minute book all resolutions adopted at such meetings, as well as a record of all transactions occurring at such meetings.

2.13 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote, if written consent specifically authorizing the proposed action is signed by or on behalf of all Members entitled to vote on such matter. Such consents shall be filed with the minutes of the Association, and shall have the same force and effect as a unanimous vote of the Member at a meeting.

ARTICLE III

Board of Directors: Composition and Selection. Meetings. Powers and Duties.

A. Composition and Selection.

3A.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors (herein sometimes referred to as the "Board"). Each director shall have one equal vote. Any officer or director of a Member, or any other individual specifically authorized by the Member to act on its behalf in a written instrument filed with the Secretary of the Association, shall be eligible to serve as a director, provided such officer, director or individual is eighteen (18) years of age or older. Upon termination of any such individual's relationship with the Member, such individual shall be deemed to have resigned from the Board and a successor shall be appointed or elected in the manner provided in Section 3A.3.

3A.2 Number of Directors. The Board shall consist of from three to five directors. The initial Board shall consist of the following persons: William E. Saint, Richard A. Jasinski and Caroline Dalton.

3A.3 Selection of Directors. Initially, all members of the Board shall be appointed by the Class B Member acting in its sole discretion, shall serve at the pleasure of the Class B Member and may be replaced by the Class B Member at any time. When the Class B Member no longer owns any portion of the Property, or such earlier time that the Class B Member shall elect in writing, all appointees of the Class B Member shall resign. At such time, the directors shall be elected by vote of the Members at an annual meeting or a special meeting called for such purpose. Directors may be appointed or elected to serve any number of consecutive terms.

B. Meetings.

3B.1 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least one such meeting shall be held during each fiscal year. Notice of the time and place of the meeting shall be communicated to directors by any usual means of communication not less than three (3) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3B.2 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by any two (2) directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by any usual means of communication not less than five (5) days prior to the meeting.

3B.3 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a

quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without presenting before or at its commencement about the lack of adequate notice.

3B.4 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business. The votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3B.5 Compensation. No director shall receive any compensation from the Association for acting as such unless consented to in writing by all Members. No director appointed by the Class B Member shall be entitled to compensation for serving as such. A director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

3B.6 Conduct of Meetings. The President or a Vice President shall preside over all meetings of the Board, and the Secretary shall have responsibility for maintaining minutes of meetings and recording in a minute book all resolutions adopted at such meetings, as well as a record of all transactions occurring at such meetings.

3B.7 Open Meetings. All meetings of the Board shall be open to all Members, and the officers, directors and authorized representatives of the Members. Attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President or any Vice President may limit the time any such individual may speak to not less than two minutes. Notwithstanding the above, the President or any Vice President may adjourn any meeting of the Board and reconvene in executive session, excluding persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

3B.8 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3C.1 Powers. The Board of Directors shall have all the powers necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, the Articles of Incorporation of the Association ("Articles") and these Bylaws and as provided by law. The Board may do or cause to be done all acts and things as are not by the Declaration, the Articles, or these Bylaws directed to be done and exercised exclusively by the Members.

3C.2 Duties. The duties of the Board shall include, without limitation:

(a) preparation and adoption of annual budgets for the Association and establishing each Lot's share of Assessments;

- (b) establishing and levying Assessments on each Lot;
- (c) establishing the means and methods of collecting all Assessments;
- (d) opening bank accounts on behalf of the Association and designating the authorized signatories;
- (e) collecting the Assessments, depositing the proceeds in depositories which it shall approve, and using the funds collected as Assessments to operate the Association;
- (f) providing for the operation, care, upkeep and maintenance as set forth in the Declaration;
- (g) designating, hiring and dismissing the personnel necessary to carrying out the rights and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (h) making and amending rules governing use and operation of the Property;
- (i) making or contracting for the making of maintenance, repairs, additions and improvements as set forth in the Declaration;
- (j) enforcing by legal means the provisions of the Declaration, and any other covenants applicable to the Property, these Bylaws, and the Association rules and bringing any proceedings which may be instituted on behalf of or against the Owners or Members concerning the Association;
- (k) mediating and arbitrating disputes between the Members arising out of interpretation, violation, or enforcement of or conflicts in the standards established under the Declaration, compliance with the standards set by the Association, or other matters as to which the Board determines it to be in the general interest of the Members to become involved;
- (l) obtaining and carrying property and liability insurance to the extent the Association is responsible for providing such insurance under the Declaration or any agreement relating to such property; and obtaining fidelity bonds on all persons responsible for handling funds on behalf of the Association, paying the cost of such insurance and bonds, and filing and adjusting claims, as appropriate;
- (m) paying the cost of all services rendered to or on behalf of the Association, as the Board may authorize;
- (n) keeping detailed books of account and operating records;
- (o) making available to any prospective purchaser, Owner and Mortgagee of a Lot current copies of the Articles, Bylaws, and Association rules, and charging such fees, if any, as the Board may establish to cover its printing and mailing costs; and
- (p) permitting utility suppliers to use portions of the Common Areas and Located Easements as reasonably necessary to the ongoing development or operation of the Property.

3C.3 Power of Class B Member to Disapprove Actions. Until the Class B Member no longer owns any portion of the Property, or such earlier time that the Class B Member shall elect in writing, the Class B

Member shall have the right to disapprove any action, policy or program of the Association, the Board and any committee appointed by the Board which, in the sole judgment of the Class B Member, would tend to impair rights of Declarant under the Declaration or these Bylaws, or to interfere with development, construction, marketing or sale of any portion of the Property.

(a) The Class B Member shall be given advance written notice of ten (10) days of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board, or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address the Class B Member has registered with the Secretary, which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting.

(b) The Class B Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy or program which would be subject to the right of disapproval set forth herein.

No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met.

The Class B Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Class B Member, acting through any officer, director, agent or authorized representative, may exercise its right to disapprove at any time within ten (10) days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, within ten days following receipt of written notice of the proposed action. This right to disapprove shall not include a right to require any action or counteraction on behalf of the Association, the Board or any committee, except to the extent necessary to reverse the disapproved action.

3C.4 Management. The Board may employ for the Association a professional management agent or agents, to perform such duties and services as the Board shall authorize, at such compensation as the Board may establish; provided, such compensation shall be competitive with fees generally charged for the provision of similar services to comparable developments or to entities with comparable responsibilities in the metropolitan area of Charlotte, North Carolina. The Board may delegate to the managing agent or manager, subject to the Board's supervision, such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority or those duties set forth in subsections (a), (b), (k) and (p) of Section 3C.2. Declarant, or an affiliate of Declarant, may be employed as managing agent or manager.

The Association may terminate without penalty at any time after termination of Class B Membership upon not more than ninety (90) days' written notice any management contract executed during the period Class B Membership exists which is not bona fide or which was unconscionable to the Class A Members at the time entered into under the circumstances then prevailing.

The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of any managing agent which might arise between meetings of the Board.

3C.5 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) cash basis accounting, as defined by normal and customary accounting principles, shall be employed;

(b) accounting and controls should conform to normal and customary accounting principles;

- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;
- (e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;
- (f) commencing at the end of the month in which the first Lot is sold and closed to a Person other than a Developer, financial reports shall be prepared for the Association at least annually containing:
 - (i) an income statement reflecting all income and expense activity for the preceding period on a cash basis;
 - (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
 - (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iv) a balance sheet as of the last day of the preceding period; and
 - (v) a delinquency report listing all Members and Owners who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent (Any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless otherwise specified by Board resolution); and
- (g) an annual report consisting of at least the following shall be distributed to all Members within seventy-five (75) days after the close of each fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such report shall be prepared on such basis as the Board determines.

3C.6 Borrowing. Subject to the prior written approval of Declarant for so long as Declarant shall own any portion of the Property, the Association shall have the power to borrow money for any purpose. Notwithstanding the above, the Common Areas may not be encumbered without the vote of at least eighty percent (80%) of the votes of the Members.

3C.7 Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational or other agreements with any Member, trust, or condominium, cooperative, or other owners' or residents' association, within or outside of the Property.

3C.8 Enforcement. In addition to such other rights as are specifically granted under the Declaration, upon compliance with the requirements of the Act, the Board shall have the power to impose reasonable fines for violation of any duty imposed under the Declaration or these Bylaws, which shall be assessed as an Individual Assessment against the Lot of the violating Owner. In the event that any occupant, guest or invitee of a Lot violates the Declaration or these Bylaws and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon

notice from the Association. The failure of the Board to enforce any provision of the Declaration or these Bylaws shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(c) Appeal. If a hearing is conducted before any body other than the Board, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the Board within thirty (30) days after the hearing date.

(d) Additional Enforcement Rights. The Board may elect to enforce any provision of the Declarations or the Bylaws by self-help or by suit to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above, and entry upon property for the purpose of exercising this right shall not be deemed a trespass. In any such action, to the maximum extent permissible, the Person responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE IV Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President and Secretary shall be appointed from among the members of the Board. The Board may appoint such other officers, including one or more Assistant Secretaries and on or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at its annual meeting.

4.3 Removal and Vacancies. Whenever in its judgment the best interests of the Association will be served, the Board may remove any officer, and may fill any vacancy in any office arising because of death, resignation, removal or otherwise for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time

specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the day of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3B.5.

ARTICLE V Committees

5.1 General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

ARTICLE VI Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be set by Board resolution. In the absence of a resolution, the fiscal year shall be the calendar year.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with North Carolina law, the Articles, or these Bylaws.

6.3 Conflicts. If there are conflicts between the provisions of North Carolina law, the Articles, and these Bylaws, the provisions of North Carolina law, the Articles, and these Bylaws (in that order) shall prevail. In the event of a conflict between the Declaration and these Bylaws or the Articles, the Declaration shall control, provided it is not inconsistent with North Carolina law.

6.4 Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make the following available for inspection and copying by any holder, insurer or guarantor of a first priority mortgage or deed of trust on a Lot, any Member, or the duly authorized representative of any of the foregoing at any reasonable place and time, such reasonable place and time to be determined by the Board, and for a purpose reasonably related to his or her interest in the Lot: the Articles and these Bylaws, including any amendments, rules of the Association, the Owner register, books of account, and the minutes of meetings of the Members, the Board and committees. The Association shall provide for such inspection to take place at the office of the Association or at such other place as the Board may designate.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

6.5 Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the registered office of such Member;

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section 6.5; and

(c) if to an Owner, at the mailing address of such Owner as designated by such Owner in writing to the Association or, if no address has been designated, at the address of such Owner's Lot.

6.6 Amendment.

(a) By Class B Member. During the period Class B Membership exists, the Class B Member may unilaterally amend these Bylaws provided such amendment does not substantially alter the functions, operation or governance of the Association.

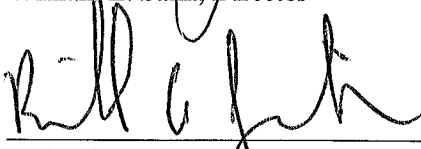
(b) By Members Generally. Except as otherwise specifically provided herein, these Bylaws may be amended only upon resolution of the Board and the written consent of seventy-five percent (75%) of the Members.

(c) Consent of Declarant. No amendment may remove, revoke or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant or the assignee of such right or privilege.

[Signatures on Following Page]



William E. Saint, Director



Richard A. Jasinski, Director



Caroline Dalton, Director



July 6, 2023

LJ Weslowski
Transit Manager
Concord Kannapolis Area Transit
3600 South Ridge Ave
Concord, NC 28025

Dear LJ,

Thank You for your interest in purchasing TWO (2) 35' Gillig BRT Low Floor BAE Hybrid bus utilizing options off the Piedmont, NC contract with GILLIG. I prepared the following price quote based on your previous specifications. I also included the applicable PPI adjustment per the contract. Please reference the price summary dated July 6, 2023, for complete details.

Gillig is pleased to quote the following:

35' BRT LOW FLOOR BAE HYBRID

\$939,296.00 Each

Pricing valid for Thirty (30) days and is FOB Concord, NC. Prices exclude any taxes and license fees. Delivery will be within 54 weeks after receipt of purchase order.

We thank you very much for this opportunity and appreciate your continued support. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Butch Sibley
Sales Manager
Gillig LLC
510-589-9430
bsibley@gillig.com

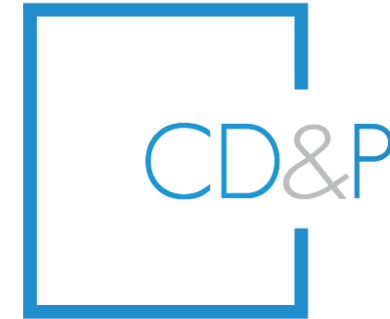
Transit Customer Satisfaction Survey Program Plan

June 20, 2023



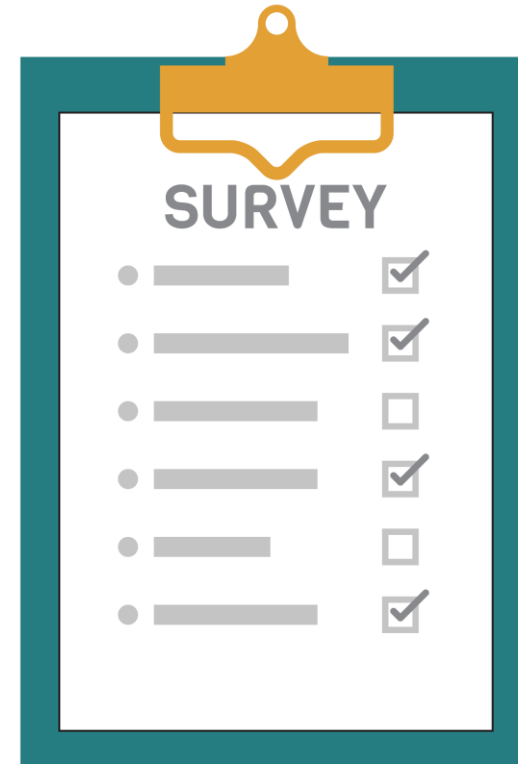
Task Work Order Description

- Establish survey program to gauge customer satisfaction
- Two surveys to establish ongoing program
 - Baseline survey (Fall '23)
 - Validation survey (Spring '24)
- Rider Transit & CCTS both included



Ongoing Survey Effort

- Short questionnaire
- Initial 2 surveys will target:
 - 200 Rider fixed route users
 - 25 Rider paratransit users
 - 25 CCTS demand-response users
- Multiple collection methods (phone, technology, onboard, intercept)
- Goal is replicability!



Initial Survey Schedule

Task	2023					2024				
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
1. Project Management and Coordination										
2. Survey Development and Tool										
3. Survey Administration and Promotion		First Round Survey						Second Round Survey		
4. Survey Analysis and Documentation										

- Two cycles to set up program
- Ongoing surveys every 24 months
- Track satisfaction levels to ensure quality care & services

Bid Tabulation Sheet Summary - Le Phillip Dr. Culvert Replacement - City of Concord Project No. 2021-043 Bid No. 2561
Bids Received July 13, 2023, 1:30 PM



Item No.	Sect. No.	Description	Estimated Quantity	Unit	CONTRACTOR: Richard Burrage, Inc.		Carolina Siteworks, Inc.		Litman Excavating		Kemp Sigmon Constr. Co., Inc.		Zoladz Construction Co., Inc.		Sealand Contractors Corp.		United of Carolinas, Inc		Propst Construction Co.	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Base Bid																				
Culvert Replacement																				
1	800	Mobilization	1	LS	\$ 16,750.00	\$ 16,750.00	\$ 6,478.87	\$ 6,478.87	\$ 36,000.00	\$ 36,000.00	\$ 52,500.00	\$ 52,500.00	\$ 38,000.00	\$ 38,000.00	\$ 70,100.00	\$ 70,100.00	\$ 60,000.00	\$ 60,000.00	\$ 25,000.00	\$ 25,000.00
2	801	Construction Surveying	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 9,718.31	\$ 9,718.31	\$ 9,050.00	\$ 9,050.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 24,000.00	\$ 24,000.00	\$ 10,000.00	\$ 10,000.00
3	SP-01	Traffic Control	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 14,859.15	\$ 14,859.15	\$ 38,000.00	\$ 38,000.00	\$ 75,000.00	\$ 75,000.00	\$ 12,500.00	\$ 12,500.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 50,000.00
4	SP-02	Comprehensive Grading	1	LS	\$ 189,000.00	\$ 189,000.00	\$ 124,520.00	\$ 124,520.00	\$ 143,500.00	\$ 143,500.00	\$ 140,000.00	\$ 140,000.00	\$ 120,000.00	\$ 120,000.00	\$ 297,427.00	\$ 297,427.00	\$ 328,000.00	\$ 328,000.00	\$ 425,000.00	\$ 425,000.00
5	SP-03	Select Material	1500	TN	\$ 23.00	\$ 34,500.00	\$ 23.24	\$ 34,860.00	\$ 37.78	\$ 56,670.00	\$ 15.00	\$ 22,500.00	\$ 59.00	\$ 88,500.00	\$ 34.00	\$ 51,000.00	\$ 49.00	\$ 73,500.00	\$ 75.00	\$ 112,500.00
6	SP-04	Borrow Excavation	300	CY	\$ 23.00	\$ 6,900.00	\$ 30.99	\$ 9,297.00	\$ 29.30	\$ 8,790.00	\$ 30.00	\$ 9,000.00	\$ 56.00	\$ 16,800.00	\$ 48.00	\$ 14,400.00	\$ 43.00	\$ 12,900.00	\$ 80.00	\$ 24,000.00
7	SP-06	Rock Removal	50	CY	\$ 1.00	\$ 50.00	\$ 0.01	\$ 0.50	\$ 10.00	\$ 500.00	\$ 150.00	\$ 7,500.00	\$ 500.00	\$ 25,000.00	\$ 400.00	\$ 20,000.00	\$ 300.00	\$ 15,000.00	\$ 200.00	\$ 10,000.00
8	225	Undercut Excavation	100	CY	\$ 30.00	\$ 3,000.00	\$ 28.17	\$ 2,817.00	\$ 17.50	\$ 1,750.00	\$ 30.00	\$ 3,000.00	\$ 43.00	\$ 4,300.00	\$ 40.00	\$ 4,000.00	\$ 60.00	\$ 6,000.00	\$ 50.00	\$ 5,000.00
9	300	Foundation Conditioning Material, Minor Structures	100	TN	\$ 40.00	\$ 4,000.00	\$ 50.70	\$ 5,070.00	\$ 65.04	\$ 6,504.00	\$ 20.00	\$ 2,000.00	\$ 81.00	\$ 8,100.00	\$ 80.00	\$ 8,000.00	\$ 68.00	\$ 6,800.00	\$ 100.00	\$ 10,000.00
10	300	Foundation Conditioning Geotextile	350	SY	\$ 4.00	\$ 1,400.00	\$ 4.93	\$ 1,725.50	\$ 2.88	\$ 1,008.00	\$ 3.00	\$ 1,050.00	\$ 4.00	\$ 1,400.00	\$ 3.00	\$ 1,050.00	\$ 10.00	\$ 3,500.00	\$ 5.00	\$ 1,750.00
11	SP-07	Precast Concrete Box Culvert - 10' x 4'	79.5	LF	\$ 1,700.00	\$ 135,150.00	\$ 2,254.76	\$ 179,253.42	\$ 1,775.00	\$ 141,112.50	\$ 3,000.00	\$ 238,500.00	\$ 2,234.00	\$ 177,603.00	\$ 2,500.00	\$ 198,750.00	\$ 1,700.00	\$ 135,150.00	\$ 4,250.00	\$ 337,875.00
12	SP-08	Non-standard Toewall	1.5	CY	\$ 1,500.00	\$ 2,250.00	\$ 1,387.32	\$ 2,080.98	\$ 1,591.76	\$ 2,387.64	\$ 1,500.00	\$ 2,250.00	\$ 4,550.00	\$ 6,825.00	\$ 2,600.00	\$ 3,900.00	\$ 2,500.00	\$ 3,750.00	\$ 5,000.00	\$ 7,500.00
13	SP-08	Non-standard Endwall - Upstream	2.5	CY	\$ 1,000.00	\$ 2,500.00	\$ 2,506.67	\$ 6,266.68	\$ 1,552.00	\$ 3,880.00	\$ 1,500.00	\$ 3,750.00	\$ 3,930.00	\$ 9,825.00	\$ 3,900.00	\$ 9,750.00	\$ 4,200.00	\$ 10,500.00	\$ 7,500.00	\$ 18,750.00
14	SP-08	Non-standard Endwall - Downstream	10	CY	\$ 1,000.00	\$ 10,000.00	\$ 3,338.03	\$ 33,380.30	\$ 1,470.00	\$ 14,700.00	\$ 500.00	\$ 5,000.00	\$ 3,035.00	\$ 30,350.00	\$ 3,600.00	\$ 36,000.00	\$ 2,500.00	\$ 25,000.00	\$ 2,500.00	\$ 25,000.00
15	520	Aggregate Base Course	175	TN	\$ 45.00	\$ 7,875.00	\$ 72.46	\$ 12,680.50	\$ 57.25	\$ 10,018.75	\$ 50.00	\$ 8,750.00	\$ 92.00	\$ 16,100.00	\$ 98.00	\$ 17,150.00	\$ 55.00	\$ 9,625.00	\$ 75.00	\$ 13,125.00
16	607	Milling Asphalt Pavement, 1.5" Depth	2250	SY	\$ 6.00	\$ 13,500.00	\$ 9.17	\$ 20,632.50	\$ 11.35	\$ 25,537.50	\$ 4.55	\$ 10,237.50	\$ 6.00	\$ 13,500.00	\$ 9.25	\$ 20,812.50	\$ 6.00	\$ 13,500.00	\$ 10.00	\$ 22,500.00
17	610	Surface Course S 9.5B	400	TN	\$ 110.00	\$ 44,000.00	\$ 103.96	\$ 41,584.00	\$ 190.73	\$ 76,292.00	\$ 110.00	\$ 44,000.00	\$ 145.00	\$ 58,000.00	\$ 140.00	\$ 56,000.00	\$ 120.00	\$ 48,000.00	\$ 165.00	\$ 66,000.00
18	610	Intermediate Course I 19.0B	200	TN	\$ 105.00	\$ 21,000.00	\$ 94.38	\$ 18,876.00	\$ 185.58	\$ 37,116.00	\$ 100.00	\$ 20,000.00	\$ 132.00	\$ 26,400.00	\$ 145.00	\$ 29,000.00	\$ 156.00	\$ 31,200.00	\$ 150.00	\$ 30,000.00
19	610	Base Course B 25.0C	460	TN	\$ 105.00	\$ 48,300.00	\$ 94.38	\$ 43,414.80	\$ 173.17	\$ 79,658.20	\$ 100.00	\$ 46,000.00	\$ 132.00	\$ 60,720.00	\$ 150.00	\$ 69,000.00	\$ 156.00	\$ 71,760.00	\$ 150.00	\$ 69,000.00
20	620	Asphalt Binder for Plant Mix	55	TN	\$ 623.13	\$ 34,272.15	\$ 877.65	\$ 48,270.75	\$ 623.13	\$ 34,272.15	\$ 700.00	\$ 38,500.00	\$ 923.00	\$ 50,765.00	\$ 725.00	\$ 39,875.00	\$ 850.00	\$ 46,750.00	\$ 750.00	\$ 41,250.00
21	846	1'-6" Concrete Curb & Gutter	300	LF	\$ 30.00	\$ 9,000.00	\$ 28.90	\$ 8,670.00	\$ 42.00	\$ 12,600.00	\$ 32.00	\$ 9,600.00	\$ 77.00	\$ 23,100.00	\$ 30.00	\$ 9,000.00	\$ 45.00	\$ 13,500.00	\$ 95.00	\$ 28,500.00
22	846	2'-6" Concrete Curb & Gutter	600	LF	\$ 34.00	\$ 20,400.00	\$ 34.96	\$ 20,976.00	\$ 49.50	\$ 29,700.00	\$ 36.00	\$ 21,600.00	\$ 83.00	\$ 49,800.00	\$ 38.00	\$ 22,800.00	\$ 48.00	\$ 28,800.00	\$ 115.00	\$ 69,000.00
23	250	Removal of Existing Concrete Pavement at Dumpster Pad	60	SY	\$ 20.00	\$ 1,200.00	\$ 84.51	\$ 5,070.60	\$ 238.75	\$ 14,325.00	\$ 135.00	\$ 8,100.00	\$ 137.00	\$ 8,220.00	\$ 24.00	\$ 1,440.00	\$ 100.00	\$ 6,000.00	\$ 85.00	\$ 5,100.00
24	723	Patching Concrete Pavement Spalls at Dumpster Pad	10	SF	\$ 60.00	\$ 600.00	\$ 105.63	\$ 1,056.30	\$ 91.41	\$ 914.10	\$ 150.00	\$ 1,500.00	\$ 198.00	\$ 1,980.00	\$ 95.00	\$ 950.00	\$ 210.00	\$ 2,100.00	\$ 350.00	\$ 3,500.00
25	SP-09	Non-reinforced Concrete Slab for Dumpster Area	180	SF	\$ 12.00	\$ 2,160.00	\$ 28.17	\$ 5,070.60	\$ 42.00	\$ 7,560.00	\$ 30.00	\$ 5,400.00	\$ 26.00	\$ 4,680.00	\$ 16.00	\$ 2,880.00	\$ 11.00	\$ 1,980.00	\$ 65.00	\$ 11,700.00
26	SP-09	Reinforced Concrete Slab for Dumpster Area	154	SF	\$ 14.00	\$ 2,156.00	\$ 35.21	\$ 5,422.34	\$ 73.88	\$ 11,377.52	\$ 35.00	\$ 5,390.00	\$ 30.00	\$ 4,620.00	\$ 20.00	\$ 3,080.00	\$ 18.00	\$ 2,772.00	\$ 75.00	\$ 11,550.00
27	SP-10	Wall Enclosure for Dumpster Area	400	SF	\$ 46.00	\$ 18,400.00	\$ 94.11	\$ 37,644.00	\$ 68.05	\$ 27,220.00	\$ 60.00	\$ 24,000.00	\$ 76.00	\$ 30,400.00	\$ 66.00	\$ 26,400.00	\$ 70.00	\$ 28,000.00	\$ 100.00	\$ 40,000.00
28	SP-11	Gate for Dumpster Area - 5' Wide (5' Clear) x 8' Tall	1	EA	\$ 2,580.00	\$ 2,580.00	\$ 3,521.13	\$ 3,521.13	\$ 1,400.00	\$ 1,400.00	\$ 2,500.00	\$ 2,500.00	\$ 2,835.00	\$ 2,835.00	\$ 2,350.00	\$ 2,350.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
29	SP-11	Gate for Dumpster Area - Double Swing 6' Wide (12' Clear) x 8' Tall	1	EA	\$ 5,244.00	\$ 5,244.00	\$ 7,042.25	\$ 7,042.25	\$ 4,200.00	\$ 4,200.00	\$ 5,000.00	\$ 5,000.00	\$ 5,762.00	\$ 5,762.00	\$ 4,800.00	\$ 4,800.00	\$ 5,300.00	\$ 5,300.00	\$ 4,500.00	\$ 4,500.00
30	1170	Portable Concrete Barrier (Anchored)	150	LF	\$ 52.00	\$ 7,800.00	\$ 66.20	\$ 9,930.00	\$ 51.50	\$ 7,725.00	\$ 100.00	\$ 15,000.00	\$ 126.00	\$ 18,900.00	\$ 80.00	\$ 12,000.00	\$ 60.00	\$ 9,000.00	\$ 50.00	\$ 7,500.00
31	1205	Cold Applied Plastic Pavement Marking Lines, Type 4 (4")	800	LF	\$ 3.50	\$ 2,800.00	\$ 9.72	\$ 7,776.00	\$ 1.55	\$ 1,240.00	\$ 8.00	\$ 6,400.00	\$ 3.00	\$ 2,400.00	\$ 7.50	\$ 6,000.00	\$ 8.50	\$ 6,800.00	\$ 5.00	\$ 4,000.00
32	1205	Thermoplastic Pavement Marking Lines, 4", 120 mils	1200	LF	\$ 3.50	\$ 4,200.00	\$ 3.52	\$ 4,224.00	\$ 1.55	\$ 1,860.00	\$ 3.00	\$ 3,600.00	\$ 3.00	\$ 3,600.00	\$ 2.70	\$ 3,240.00	\$ 3.00	\$ 3,600.00	\$ 10.00	\$ 12,000.00
33	1205	Thermoplastic Pavement Marking Lines, 8", 120 mils	100	LF	\$ 7.00	\$ 700.00	\$ 10.56	\$ 1,056.00	\$ 1.65	\$ 165.00	\$ 6.00	\$ 600.00	\$ 13.00	\$ 1,300.00	\$ 8.15	\$ 815.00	\$ 9.00	\$ 900.00	\$ 20.00	\$ 2,000.00
34	SP-12	Remove and Reinstall Large Business Sign	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 6,338.03	\$ 6,338.03	\$ 7,324.28	\$ 7,324.28	\$ 2,500.00	\$ 2,500.00	\$ 7,715.00	\$ 7,715.00	\$ 7,000.00	\$ 7,000.00	\$ 6,360.00	\$ 6,360.00	\$ 5,000.00	\$ 5,000.00
35	1605	Silt Fence	330	LF	\$ 4.00	\$ 1,320.00	\$ 5.63	\$ 1,857.90	\$ 2.28	\$ 752.40	\$ 4.00	\$ 1,320.00	\$ 5.00	\$ 1,650.00	\$ 2.25	\$ 742.50	\$ 4.00	\$ 1,320.00	\$ 5.00	\$ 1,650.00
36	SP-13	Safety Fence	225	LF	\$ 5.50	\$ 1,237.50	\$ 2.82	\$ 634.50	\$ 1.72	\$ 387.00	\$ 3.00	\$ 675.00	\$ 7.00	\$ 1,575.00	\$ 1.70	\$ 382.50	\$ 5.00	\$ 1,125.00	\$ 5.00	\$ 1,125.00
37	SP-14	Storm Drain Inlet Protection	4	EA	\$ 300.00	\$ 1,200.00	\$ 352.11	\$ 1,408.44	\$ 205.00	\$ 820.00	\$ 150.00	\$ 600.00	\$ 195.00	\$ 780.00	\$ 195.00	\$ 780.00	\$ 400.00	\$ 1,600.00	\$ 250.00	\$ 1,000.00
38	1631	Matting for Erosion Control (Biodegradable Netting)	1000	SY	\$ 3.50	\$ 3,500.00	\$ 4.23	\$ 4,230.00	\$ 2.71	\$ 2,710.00	\$ 5.00	\$ 5,000.00	\$ 13.00	\$ 13,000.00	\$ 2.25	\$ 2,250.00	\$ 10.00	\$ 10,000.00	\$ 5.00	\$ 5,000.00
39	SP-15	Coir Fiber Matting	250	SY	\$ 7.00	\$ 1,750.00	\$ 7.04	\$ 1,760.00	\$ 5.97	\$ 1,492.50	\$ 7.50	\$ 1,875.00	\$ 7.00	\$ 1,750.00	\$ 5.75	\$ 1,437.50	\$ 10.00	\$ 2,500.00	\$ 10.00	\$ 2,500.00
40	1660	Seeding and Mulching	1700	SY	\$ 1.00	\$ 1,700.00	\$ 7.04	\$ 11,968.00	\$ 3.10	\$ 5,270.00	\$ 2.00	\$ 3,400.00	\$ 8.00	\$ 13,600.00	\$ 1.35	\$ 2,295.00	\$ 4.00	\$ 6,800.00	\$ 5.00	\$ 8,500.00
41	Per Plans	Split Rail Fence	80	LF	\$ 32.00	\$ 2,560.00	\$ 45.07	\$ 3,605.60	\$ 22.00	\$ 1,760.00	\$ 75.00	\$ 6,000.00	\$ 45.00	\$ 3,600.00	\$ 28.50	\$ 2,280.00	\$ 40.00	\$ 3,200.00	\$ 50.00	\$ 4,000.00
42	SP-16	Shumard Oak	4	EA	\$ 600.00	\$ 2,400.00	\$ 767.61	\$ 3,070.44	\$ 412.50	\$ 1,650.00	\$ 300.00	\$ 1,200.00	\$ 1,582.00	\$ 6,328.00	\$ 1,075.00	\$ 4,300.00	\$ 1,200.00	\$ 4,800.00	\$ 2,000.00	\$ 8,000.00
43	SP-16	Pin Oak	3	EA	\$ 600.00	\$ 1,800														

Dorton Park Renovations, Project # 2022-082

Bids were received and publicly read aloud on July 11, 2023 at 1:00 PM in conference room C of the Brown Operation Center.

Part A - Total Lump Sum Items Cost					J.D. Goodrum Company		Polivka International Company, Inc.	
Item No.	NCDOT Section	Description	QTY.	Unit	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
x	x	Part A Total Cost	1	LS	\$2,496,350.52	\$2,496,350.52	\$2,033,500.00	\$2,033,500.00

Part B – Stream Restoration					J.D. Goodrum Company		Polivka International Company, Inc.	
Item No.	NCDOT Section	Description	QTY.	Unit	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	801	Stream Construction Surveying	1	LS	\$14,665.20	\$14,665.20	\$75,000.00	\$75,000.00
2	1605, SP	Silt Fence	2400	LF	\$2.36	\$5,664.00	\$6.50	\$15,600.00
3	SP	Silt Fence Outlet	15	EA	\$303.00	\$4,545.00	\$1,250.00	\$18,750.00
4	SP	Stream Grading	1	LS	\$387,840.00	\$387,840.00	\$825,000.00	\$825,000.00
5	SP	Stream Pump Around/Diversion Measures	1	LS	\$72,720.00	\$72,720.00	\$225,000.00	\$225,000.00
6	SP	Temporary Stream Crossings	1	LS	\$16,968.00	\$16,968.00	\$65,000.00	\$65,000.00
7	1060	Seeding and Mulching	3	AC	\$3,272.40	\$9,817.20	\$5,200.00	\$15,600.00
8	SP	Erosion Control Blanket (700 COIR Fiber Matting)	6000	SY	\$9.09	\$54,540.00	\$7.50	\$45,000.00
9	SP	Constructed Riffle - Native Material Riffle - Afton Run	477	LF	\$87.26	\$41,623.02	\$75.00	\$35,775.00
10	SP	Constructed Riffle - Native Material Riffle - UT1	76	LF	\$48.48	\$3,684.48	\$80.00	\$6,080.00
11	SP	Constructed Riffle - Angled Log Riffle - Afton Run	168	LF	\$169.68	\$28,506.24	\$105.00	\$17,640.00
12	SP	Boulder Sill - Afton Run	3	EA	\$6,302.40	\$18,907.20	\$10,500.00	\$31,500.00
13	SP	Boulder Sill - UT1	1	EA	\$2,424.00	\$2,424.00	\$11,000.00	\$11,000.00
14	SP	Log Sill - Afton Run	2	EA	\$1,818.00	\$3,636.00	\$5,500.00	\$11,000.00
15	SP	Log Sill - UT1	1	EA	\$1,212.00	\$1,212.00	\$5,500.00	\$5,500.00
16	SP	Boulder Cascade - UT1	50	LF	\$448.44	\$22,422.00	\$350.00	\$17,500.00
17	SP	Boulder Cross Vane - Afton Run	1	EA	\$6,666.00	\$6,666.00	\$21,500.00	\$21,500.00
18	SP	Log Cross Vane - Afton Run	1	EA	\$4,242.00	\$4,242.00	\$7,500.00	\$7,500.00
19	SP	Boulder J-Hook - Afton Run	2	EA	\$12,120.00	\$24,240.00	\$11,500.00	\$23,000.00
20	SP	Log Vane with Log Sill - Afton Run	3	EA	\$3,636.00	\$10,908.00	\$9,550.00	\$28,650.00
21	SP	Lunker Box	4	EA	\$3,939.00	\$15,756.00	\$7,500.00	\$30,000.00
22	SP	Boulder Toe	120	LF	\$121.20	\$14,544.00	\$150.00	\$18,000.00
23	SP	Brush Toe	591	LF	\$90.90	\$53,721.90	\$115.00	\$67,965.00
24	SP	Vegetated Soil Lifts	70	LF	\$181.80	\$12,726.00	\$75.00	\$5,250.00
25	SP	Permanent Seeding (Riparian)	2.53	AC	\$4,242.00	\$10,732.26	\$4,500.00	\$11,385.00
26	SP	Live Stakes	900	EA	\$6.06	\$5,454.00	\$20.00	\$18,000.00
27	SP	Herbaceous Plugs	1000	EA	\$6.06	\$6,060.00	\$20.00	\$20,000.00
28	SP	Bare Root Plantings	550	EA	\$8.48	\$4,664.00	\$20.00	\$11,000.00
29	SP	1-Gallon Tree Plantings	50	EA	\$32.72	\$1,636.00	\$550.00	\$27,500.00
30	WSACC 03301	Concrete Encasement for 18" DIP - UT1	30	LF	\$121.20	\$3,636.00	\$1,100.00	\$33,000.00
31	876	Class 1 Rip Rap - Afton Run tie-in	120	TN	\$96.96	\$11,635.20	\$100.00	\$12,000.00
32	876	Class 2 Rip Rap - Ped. Bridge Scour Protection	350	TN	\$96.96	\$33,936.00	\$110.00	\$38,500.00
Part B Total Cost: \$					\$909,731.70		\$1,794,195.00	

Part C – Site Work					J.D. Goodrum Company		Polivka International Company, Inc.	
Item No.	NCDOT Section	Description	QTY.	Unit	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	800	Mobilization	1	LS	\$85,688.40	\$85,688.40	\$225,000.00	\$225,000.00

2	200	Clearing and Grubbing	1	LS	\$48,480.00	\$48,480.00	\$105,000.00	\$105,000.00
3	801	Construction Surveying	1	LS	\$42,238.20	\$42,238.20	\$55,000.00	\$55,000.00
4	SP	Traffic Control	1	LS	\$6,060.00	\$6,060.00	\$7,500.00	\$7,500.00
5	1607	Gravel Construction Entrance	4	EA	\$4,242.00	\$16,968.00	\$3,250.00	\$13,000.00
6	230	Borrow Excavation	1000	CY	\$24.24	\$24,240.00	\$50.00	\$50,000.00
Erosion Control								
7	1605	Temporary Silt Fence	9000	LF	\$3.64	\$32,760.00	\$5.50	\$49,500.00
8	SP	Silt Fence Outlet	10	EA	\$303.00	\$3,030.00	\$850.00	\$8,500.00
9	SP	Safety Fence and Jurisdictional Flagging	2000	LF	\$6.06	\$12,120.00	\$3.50	\$7,000.00
10	1660	Seeding and mulching	10	AC	\$3,272.40	\$32,724.00	\$3,750.00	\$37,500.00
11	1631	Matting for Erosion Control	2000	SY	\$3.64	\$7,280.00	\$4.00	\$8,000.00
12	SP	Storm Drain Inlet Protection	15	EA	\$303.00	\$4,545.00	\$450.00	\$6,750.00
Asphalt Greenway Trail								
13	520	NCDOT Aggregate Base Course (ABC)	2600	TN	\$48.48	\$126,048.00	\$60.00	\$156,000.00
14	270	Type 4 Geotextile for Soil Stabilization	7350	SY	\$8.48	\$62,328.00	\$4.00	\$29,400.00
15	610	Asphalt Surface Course (2" Thick), Type S9.5C	665	TN	\$145.44	\$96,717.60	\$185.00	\$123,025.00
16	848, 1000	4" Concrete Sidewalk, NCDOT Class A air entrained	400	SY	\$78.78	\$31,512.00	\$65.00	\$26,000.00
17	1000, SH-D101	Concrete Steps at New Bathroom Structure	1	LS	\$29,993.36	\$29,993.36	\$45,000.00	\$45,000.00
18	848	ADA Curb Ramps, Type 2 Modified	10	EA	\$5,454.00	\$54,540.00	\$1,250.00	\$12,500.00
Gravel Trail								
19	1016	Class II Type 1 Select Material	400	TN	\$66.66	\$26,664.00	\$60.00	\$24,000.00
20	270	Type 4 Geotextile for Soil Stabilization	1200	SY	\$8.48	\$10,176.00	\$4.50	\$5,400.00
21	SP, D-105	Disc Golf Pads w/ Gravel Trail Connections and Baskets	18	EA	\$1,740.43	\$31,327.74	\$3,000.00	\$54,000.00
Water and Sewer								
22	WSACC 02701	4" Sewer Service. Includes cleanouts, MH coring, and testing	1	LS	\$17,210.40	\$17,210.40	\$32,500.00	\$32,500.00
23	SH-C501	Water Service to New Restroom. Includes connection to 8" main, new water meter, 2" RPPA Backflow and all other necessary fittings and connections	1	LS	\$48,043.68	\$48,043.68	\$67,550.00	\$67,550.00
24	SH-C501	Water Service to Irrigation. Includes connection to 8" main, new water meter, 2" RPPA Backflow and all other necessary fittings and connections	1	LS	\$45,601.50	\$45,601.50	\$64,950.00	\$64,950.00
25	SH-C501	Abandon 2" Service at Ex. Bathroom from Backflow and Install new 2" Service to Restroom	1	LS	\$10,726.20	\$10,726.20	\$17,500.00	\$17,500.00
Storm Drain								
26	SH-C400	Remove YI and 131 LF 15" Corrugated HDPE	1	LS	\$4,848.00	\$4,848.00	\$7,500.00	\$7,500.00
27	SH-C400	Remove 18 LF 24" Corrugated HDPE	1	LS	\$727.20	\$727.20	\$4,500.00	\$4,500.00
28	305	15" Corrugated HDPE Drainage Pipe	40	LF	\$60.60	\$2,424.00	\$95.00	\$3,800.00
29	310	15" Corrugated HDPE Flared End Section	2	EA	\$909.00	\$1,818.00	\$2,500.00	\$5,000.00
30	305	36" RCP Storm Pipe (Class III)	40	LF	\$266.64	\$10,665.60	\$250.00	\$10,000.00
31	310	36" RCP Flared End Section	1	EA	\$5,454.00	\$5,454.00	\$4,500.00	\$4,500.00
Part C Total Cost: \$					\$932,958.88		\$1,265,875.00	

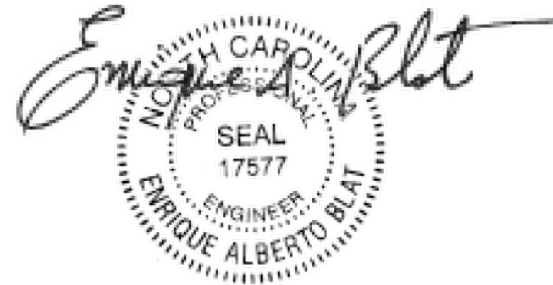
Estimated Base Cost (Part A + Part B + Part C):	\$4,339,041.10	\$5,093,570.00
5% Contingency:	\$216,952.06	\$254,678.50
Total Estimated Cost:	\$4,555,993.16	\$5,348,248.50

Alternate No. 1: Tennis Court Resurfacing and Repairs	J.D. Goodrum Company	Polivka International Company, Inc.
--	-----------------------------	--

Item No.	NCDOT Section	Description	QTY.	Unit	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
x	x	Alternate No. 1: Tennis Court Resurfacing	1	LS	\$96,000.00	\$96,000.00	\$55,000.00	\$55,000.00

Alternate No. 2: Parking Lot Expansion					J.D. Goodrum Company		Polivka International Company, Inc.	
Item No.	NCDOT Section	Description	QTY.	Unit	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	520	NCDOT Aggregate Base Course	800	TN	\$48.48	\$38,784.00	\$75.00	\$60,000.00
2	610	Asphalt Surface Course (2" Thick), Type S9.5C	285	TN	\$145.44	\$41,450.40	\$185.00	\$52,725.00
3	848, 1000	4" Sidewalk, NCDOT Class A air entrained	625	SY	\$78.78	\$49,237.50	\$75.00	\$46,875.00
4	846	1'-6" Concrete Curb and Gutter	1000	LF	\$29.09	\$29,090.00	\$50.00	\$50,000.00
5	846, D-105	Mountable Curb and Gutter	100	LF	\$29.09	\$2,909.00	\$45.00	\$4,500.00
6	305	18" RCP Storm Pipe (Class III)	200	LF	\$90.90	\$18,180.00	\$125.00	\$25,000.00
7	310	18" RCP Flared End Section	1	EA	\$1,939.20	\$1,939.20	\$3,250.00	\$3,250.00
8	840	Precast Concrete Basin	2	EA	\$2,424.00	\$4,848.00	\$4,950.00	\$9,900.00
9	840	Frame Grate and Hood (Type 840.03)	2	EA	\$1,212.00	\$2,424.00	\$1,750.00	\$3,500.00
10	SP	Precast Concrete Wheel Stops	40	EA	\$121.20	\$4,848.00	\$200.00	\$8,000.00
11	1205	Thermoplastic Pavement Marking Lines, 4", 90 mils	800	LF	\$6.06	\$4,848.00	\$15.00	\$12,000.00
12	D-105, G101	Permeable Paver Fire Turnaround Lane	1	LS	\$42,640.10	\$42,640.10	\$75,000.00	\$75,000.00
Alternate No. 2 Total Cost:					\$241,198.20		\$350,750.00	

*denotes calculation error in submitted bid form that did not affect the overall bid results. Unit prices govern



RESOLUTION RELEASING EASEMENT

WHEREAS, an easement was granted in Deed Book 292 Page 331 and 332 recorded in the Cabarrus County Registry to the Parkwood Sanitary District for the construction and maintenance of water and sewer; and

WHEREAS, as a result of redevelopment on the property, the easement is no longer needed; and

WHEREAS, the release of the easement would not be contrary to the public interest;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Concord, North Carolina:

1. That the 40' easement recorded in Deed Book 292 Page 331 and 332 and more particularly shown on Exhibit "A" is hereby ordered abandoned, and all rights and interest of the City are released.
2. The City's property rights in the released easement shall be conveyed by the City Attorney and other necessary staff or the Mayor to the property owner's of record.
3. The City Attorney and other City staff are hereby directed to take all necessary steps to enforce this resolution.

Adopted this 10th day of August 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

Kim Deason, City Clerk

William C. Dusch, Mayor

Exhibit A

REVISED OCTOBER 29, 2019 TO SHOW ACCESS EASEMENT

THIS IS TO CERTIFY THAT ON THE 25th DAY OF SEPTEMBER 2019, AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES ARE AS SHOWN HEREON.

NOTES:

THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RECORDED OR UNRECORDED EASEMENTS, SETBACKS, BUFFERS, RIGHTS-OF-WAY, IMPERVIOUS AREAS RESTRICTIONS AND/OR RESTRICTIVE COVENANTS, OTHER THAN SHOWN.

NOT ALL IMPROVEMENTS ARE SHOWN.

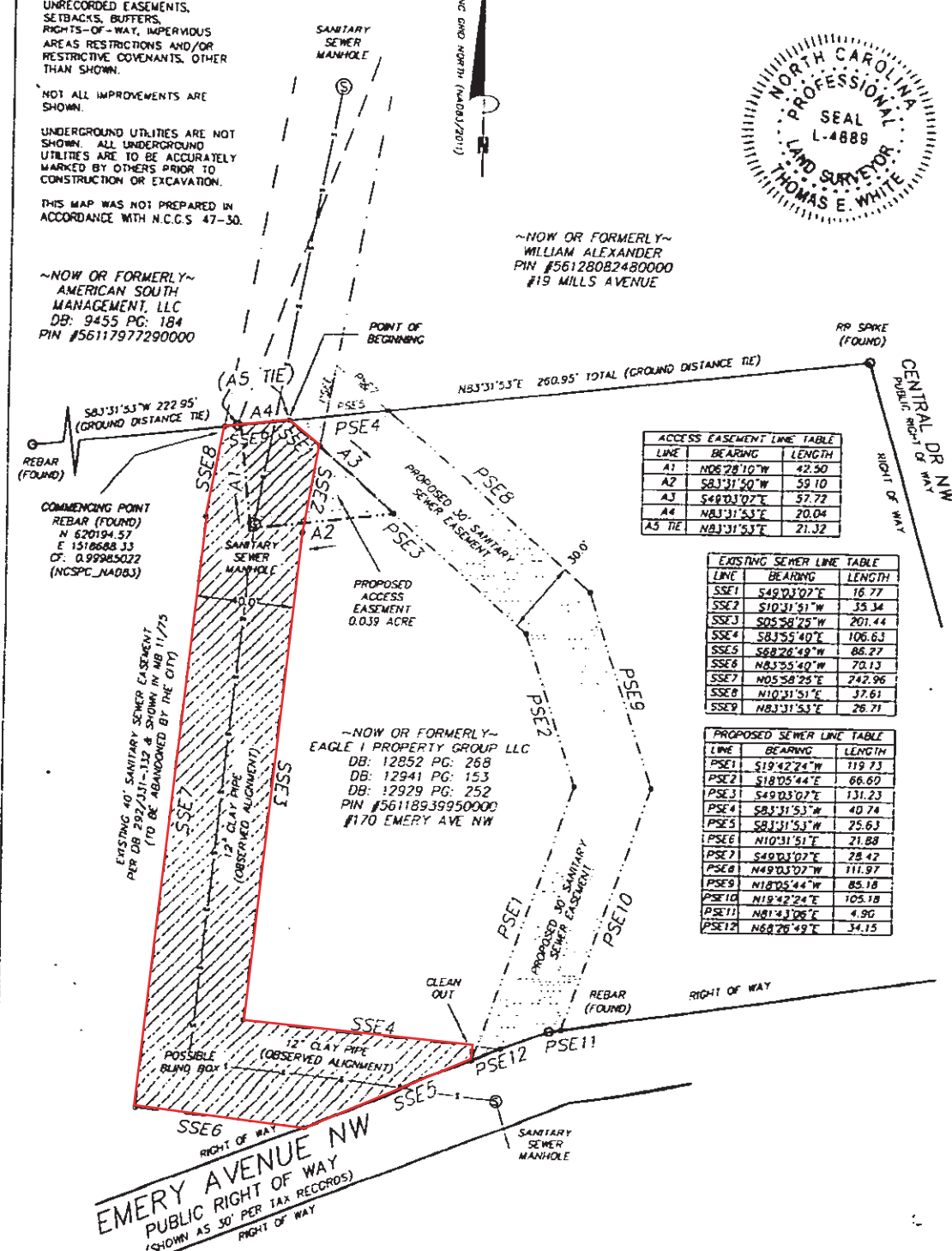
UNDERGROUND UTILITIES ARE NOT SHOWN. ALL UNDERGROUND UTILITIES ARE TO BE ACCURATELY MARKED BY OTHERS PRIOR TO CONSTRUCTION OR EXCAVATION.

THIS MAP WAS NOT PREPARED IN ACCORDANCE WITH N.C.C.S 47-50.

~NOW OR FORMERLY~
AMERICAN SOUTH
MANAGEMENT, LLC
DB: 9455 PG: 184
PIN #56117977290000

~NOW OR FORMERLY~
WILLIAM ALEXANDER
PIN #56128082480000
#19 MILLS AVENUE

SIGNED *Thomas E. White*
PROFESSIONAL LAND SURVEYOR



LINE	BEARING	LENGTH
A1	N06°28'10\"W	42.50
A2	S83°31'50\"W	59.10
A3	S48°11'02\"E	57.72
A4	N83°31'53\"E	20.04
A5 TIE	N83°31'53\"E	21.32

LINE	BEARING	LENGTH
SSE1	S49°03'02\"E	16.77
SSE2	S10°31'51\"W	35.34
SSE3	S05°58'25\"W	201.44
SSE4	S83°55'40\"E	106.63
SSE5	S68°26'49\"W	86.77
SSE6	N83°55'40\"W	70.13
SSE7	N05°58'25\"E	242.96
SSE8	N10°31'51\"E	37.61
SSE9	N83°31'53\"E	26.71

LINE	BEARING	LENGTH
PSE1	S19°42'24\"W	119.73
PSE2	S18°05'44\"E	66.60
PSE3	S49°03'02\"E	131.23
PSE4	S83°31'53\"W	40.74
PSE5	S83°31'53\"W	25.63
PSE6	N10°31'51\"E	21.88
PSE7	S49°03'02\"E	28.42
PSE8	N49°03'02\"W	111.97
PSE9	N18°05'44\"W	85.18
PSE10	N19°42'24\"E	105.18
PSE11	N81°43'08\"E	4.90
PSE12	N68°26'49\"E	34.15

~NOW OR FORMERLY~
EAGLE I PROPERTY GROUP LLC
DB: 12852 PG: 268
DB: 12941 PG: 153
DB: 12929 PG: 252
PIN #56118939950000
#170 EMERY AVE NW

SCALE 1"=50'

SANITARY SEWER EASEMENT EXHIBIT ONLY
(NOT FOR CONVEYANCE)

#170 EMERY AVE NW

CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA

EAGLE I PROPERTY GROUP LLC

SURVEYED FOR _____
MAP RECORDED IN BOOK _____ AT PAGE _____ DEED RECORDED BOOK _____ PAGE _____
DRAWN BY RD FIELD WORK _____ FIELD BOOK # _____

CAROLINA SURVEYORS, INC
P.O. BOX 267
PNEVILLE, N.C. 28134
(704) 889-7601
FAX: (704) 889-7614
CERTIFICATE OF AUTHORIZATION
NC-C-1242 SC-688


2018/BATYPARKWOOD CR
2018/P/PARKWOOD CR
PROJECT: 18-4972

Preliminary Application – Extension of Concord Utilities outside Concord City Limits

(Please type or print in black ink)

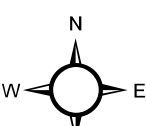
1. Name of development: None
2. Name and address of owner(s)/developer(s): Michael J. Cowan
896 Crestmont Dr SE Concord, NC 28025
276 Hillandale ST NE Unit A, Concord, NC. 28025
3. Owner(s)/developer(s) telephone: 704.777.7453 Fax: N/A
4. Name and address of surveyor/engineer: Ted Benbow
630 Signal Hill Dr Statesville, N.C. 28625
5. Surveyor/engineer's telephone: 704.878.9661 Fax: N/A
6. Name, telephone and fax number, and address of agent (if any): Tracy Richardson
704.232.4214
7. Name and address of person to whom comments should be sent: Michael Cowan
276 Hillandale ST NE. Unit A Concord, N.C. 28025
8. Telephone number of person to whom comments should be sent: _____
Fax: Cell: 704.777.7453
9. Location of property: 896 Crestmont Dr SE. Concord, N.C. 28025
10. Cabarrus County P.I.N.#: MLS#3713849 APN-5640-03-6256-0000
11. Current zoning classification: RMI
12. Total acres: 0.72/Acre Total lots proposed: 1
13. Brief Description of development: Building my first house
14. Proposed Construction Schedule ASAP Please
15. Type of Service requested New Water Tap / Connection

7/21/2023
Date

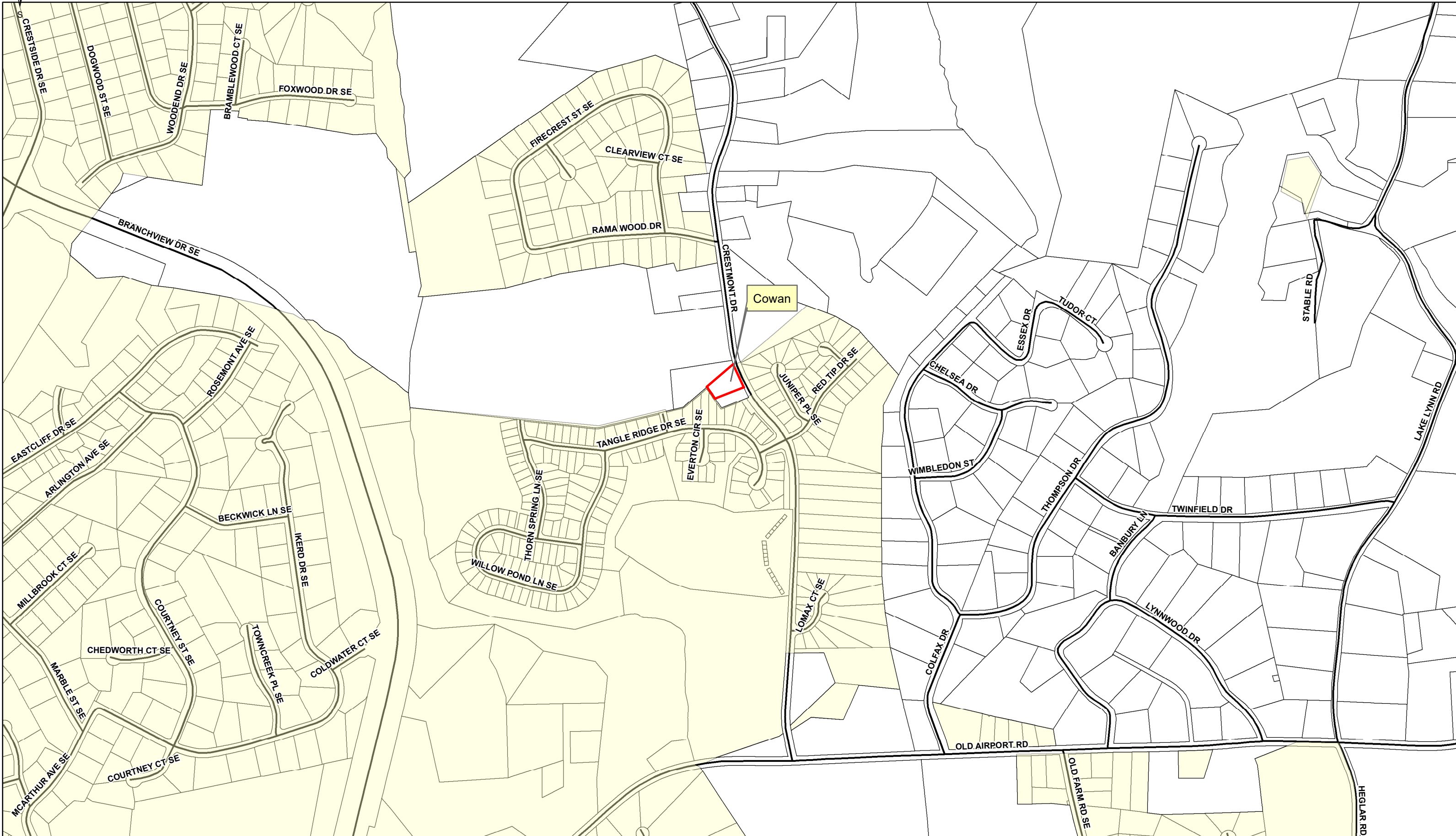

Signature of Owner/Agent
Michael J. Cowan
Name (printed)

NOTE: By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

Staff Use Only:	
Received by: _____	Date: _____



Preliminary Application



City of Concord, North Carolina
Preliminary Application – Extension of Concord Utilities outside Concord City Limits
(Please type or print in black ink)

- 1. Name of development: Box Family residence
- 2. Name and address of owner(s)/developer(s): Stephen & Lorraine Box
375 Mountview Court SE, Concord, NC 28025
- 3. Owner(s)/developer(s) telephone: 530-604-3097 Fax: _____
- 4. Name and address of surveyor/engineer: Christopher Sparks - Sparks Surveying
4485 Needmore Rd. Woodleaf NC 27054
- 5. Surveyor/engineer's telephone: 704-5778429 Fax: _____
- 6. Name, telephone and fax number, and address of agent (if any): _____

- 7. Name and address of person to whom comments should be sent: _____
Stephen Box 375 Mountview Court SE, Concord, NC 28025
- 8. Telephone number of person to whom comments should be sent: 530-6043097
Fax: _____
- 9. Location of property: 1621 Gold Hill Rd, Concord, NC
- 10. Cabarrus County P.I.N.#: 56317099990000
- 11. Current zoning classification: RM-1
- 12. Total acres: 2.84 Acres Total lots proposed: 1
- 13. Brief Description of development: Single Family Residence
- 14. Proposed Construction Schedule 12- 15 months from Sept 2023
- 15. Type of Service requested 1" water line to feed property from Gold Hill Rd.
Possibly get easment from County to feed from Gold Rush side as it would be a shorter distance.

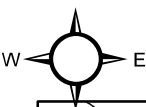
July 27, 2023
Date


Signature of Owner/Agent

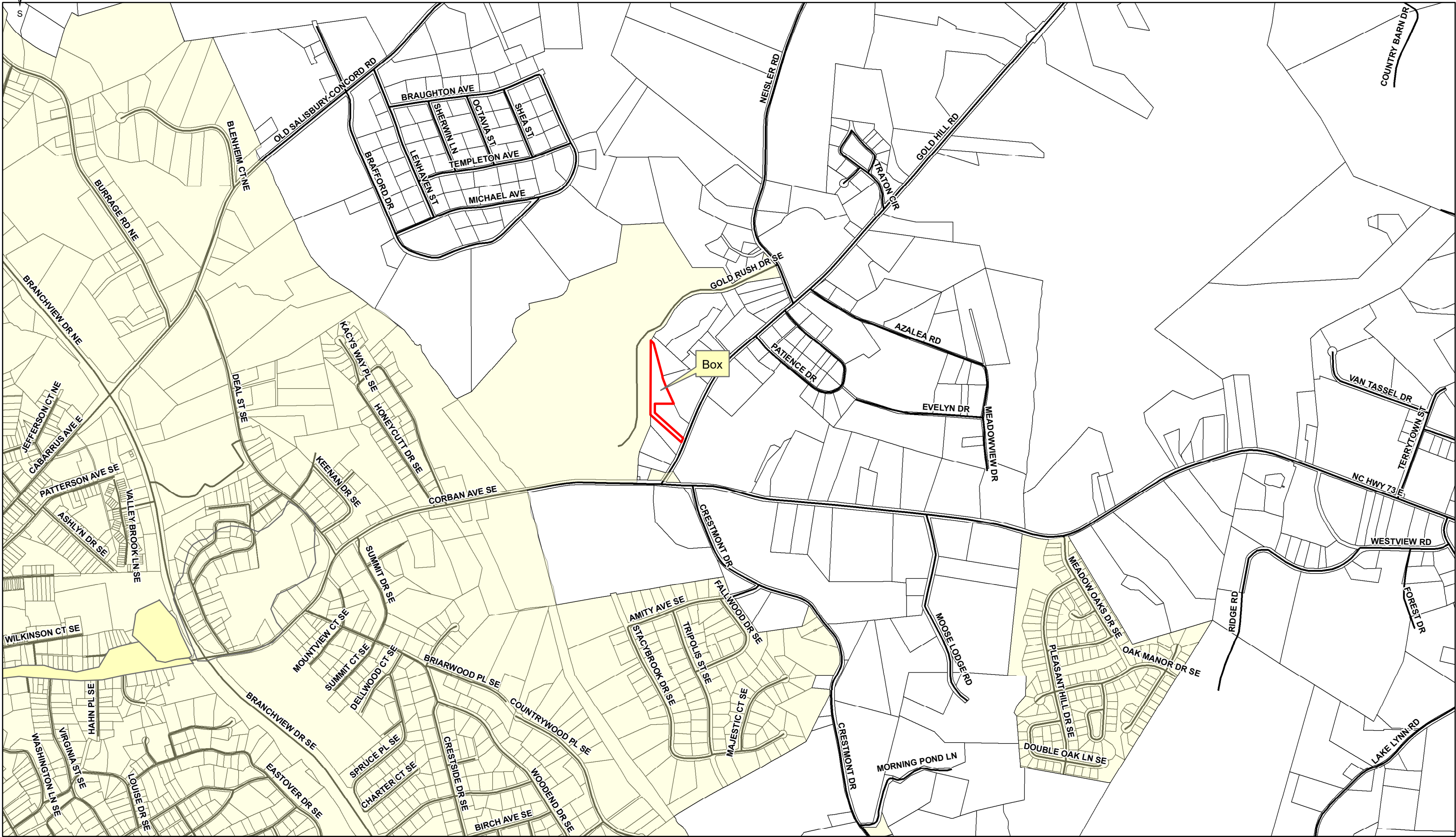
Stephen Box
Name (printed)

NOTE: By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

Staff Use Only:	
Received by: _____	Date: _____



Preliminary Application



AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

WHEREAS, it is appropriate to amend the expense/expenditures and the revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as follows:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Appropriated	7,244,144	7,245,144	1,000
Total				1,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	2,500	3,500	1,000
Total				1,000

Reason: To appropriate Mayor Golf Tournament reserves for a donation to the Junior Charity League for The Mariam C. Schramm Clothing Room.

Adopted this 10th day of August, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

2023 Rider Transit Public Transportation Agency Safety Plan (updated)

<https://ckrider.com/wp-content/uploads/2023-Public-Transportation-Agency-Safety-Plan-DRAFT-Version.pdf>



MEMORADUM

DATE: Tuesday, July 11, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Copperfield Market
 PROJECT NUMBER: 2014-015
 DEVELOPER: Inaara, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Site-Bldg. 2, 3, and 7
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, August 10, 2023
 ONE-YEAR WARRANTY DATE: Saturday, August 10, 2024

Water Infrastructure	Quantity
8-inch in LF	484.00
8-inch Valves	3
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	650.00
Manholes as EA	4



MEMORADUM

DATE: Thursday, June 29, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Amhurst Subdivision
 PROJECT NUMBER: 2021-053
 DEVELOPER: Pulte Home Company, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 1 & 10-39
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, August 10, 2023
 ONE-YEAR WARRANTY DATE: Saturday, August 10, 2024

Water Infrastructure	Quantity
6-inch in LF	18.00
6-inch Valves	3
8-inch in LF	1150.00
8-inch Valves	9
12-inch in LF	263.00
12-inch Valves	1
Hydrants	4

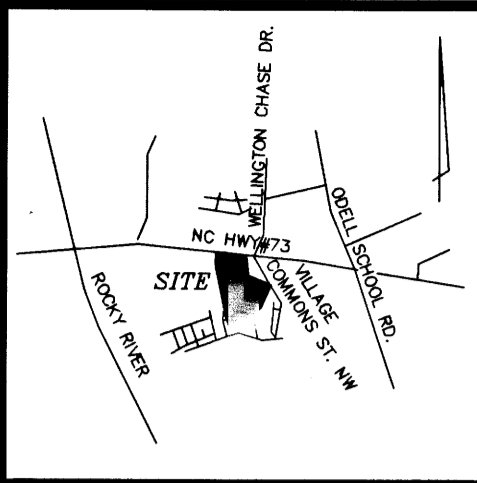
Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1364.00
Manholes as EA	6



MEMORADUM

DATE: Monday, July 17, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Heritage at Moss Creek Subdivision
 PROJECT NUMBER: 2020-024
 DEVELOPER: Forestar Real Estate Group, Inc.
 COUNCIL ACCEPTANCE DATE: Thursday, August 10, 2023
 ONE-YEAR WARRANTY DATE: Thursday, August 8, 2024

Street	Length in LF	ROW in FT
Fitzgerald ST NW	1246.00	60.00
White Chapel DR NW	840.00	60.00
Lebolton LN NW	323.00	60.00
Fitzgerald ST NW	385.00	60.00
White Chapel DR NW	840.00	50.00
Total	3634.00	



VICINITY MAP (NTS) CONTACT INFORMATION

OWNER: FORESTAR (USA) REAL ESTATE GROUP, INC. 481 MUNN ROAD EAST SUITE 150 FORT MILL, SC 29715 856.296.4407 CONTACT: STEVEN JACKSON SURVEYOR GPA PROFESSIONAL LAND SURVEYORS 605 PHILLIP DAVIS DRIVE, SUITE #3 CHARLOTTE, NC 28236 704-335-8600

ENGINEER: BGE, INC. 1111 METROPOLITAN AVENUE SUITE 250 CHARLOTTE, NC 28204 980.220.2322 CONTACT: ANDREW GRANT, P.E.

TITLE REFERENCES: 1) PLAT BOOK 50 PAGE 39 2) DEED BOOK 12264 PAGE 28 3) DEED BOOK 12222 PAGE 176

FLOOD NOTE: THIS PROPERTY IS LOCATED IN FLOOD ZONE X AS SHOWN FROM FEMA FLOOD MAPS. PANEL NO. 3710468100K, REVISED 11/16/2018 & 3710468200K, REVISED 11/16/2018.

- NOTES: 1) AREA WAS DETERMINED BY THE COORDINATE METHOD. 2) ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY IS FOR DESCRIPTIVE PURPOSES ONLY. 3) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY USED AND/OR NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH. 4) DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES. 5) NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY. 6) TMS NO. 4681197678 & 4681291369 7) NO LAND OR OTHER AREA IS DEDICATED FOR PUBLIC USE BY THIS PLAT UNLESS A DEDICATION IS EXPRESSLY STATED HEREON. 8) SEE SHEET 4-6 FOR EASEMENTS. 9) SEE SHEET 6 FOR LEGEND.



SURVEYOR CERTIFICATION

I CHRISTOPHER G. DELLA MEA CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM TITLE DEEDS AND PLATS REFERENCED ABOVE; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES AND DRAWN FROM OTHER SOURCES, THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:20,000, AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 15 DAY OF JUNE, 2021.

I CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF CABARRUS COUNTY/CITY OF CONCORD, WHICH IS REGULATED BY A LAND USE ORDINANCE, AND REGULATES THE SUBDIVISION OF PARCELS OF LAND; Christopher G. Della Mea 06/15/21 DATE

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS OF WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS, EXCEPT ANY OF THOSE USES SPECIFICALLY INDICATED AS PRIVATE, AND I FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATER LINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.

BY: [Signature] 6/16/21 DATE OWNER

South NORTH CAROLINA CABARRUS COUNTY York

Notary Public Ellen Forney, Tom Kutz. I HEREBY CERTIFY THAT ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE DAY OF 6-16-21 2021. MY COMMISSION EXPIRES: 10-8-2029 Ellen Forney NOTARY PUBLIC

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS

CITY OF CONCORD HERITAGE RIDGE AT MOSS CREEK NAME OF SUBDIVISION A PORTION OF WHITE CHAPEL DR NW, A PORTION OF FITZGERALD ST NW, LEBOLTON LN NW

FORESTAR (USA) REAL ESTATE GROUP, INC. SUBDIVIDER

I HEREBY, TO THE BEST OF MY KNOWLEDGE, AND BELIEF, THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE AND CONFORMS WITH LINES, GRADES, CROSS-SECTIONS, DIMENSIONS, AND MATERIAL REQUIREMENTS WHICH ARE SHOWN ON AND INDICATED IN THE PLANS WHICH HAVE BEEN REVIEWED AND APPROVED BY THE CONCORD SUBDIVISION ADMINISTRATOR OR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION. I ALSO ACKNOWLEDGE THAT FALSIFICATION OF THE ABOVE CERTIFICATIONS MAY SUBJECT ME TO CIVIL SUIT AND/OR CRIMINAL PROSECUTION UNDER THE GENERAL STATUTES, INCLUDING BUT NOT LIMITED TO, G.S. 14-100 AND G.S. 136-102.6 AND THE CODE OF ORDINANCES OF THE CITY OF CONCORD.

SIGNED: [Signature] REGISTERED PROFESSIONAL ENGINEER 044291 DATE 6/17/21 REGISTRATION NO. NORTH CAROLINA CABARRUS COUNTY

Notary Public Jennifer L. Brooks, Andrew J. Grant. I HEREBY CERTIFY THAT ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE DAY OF 6/17/21 2021. MY COMMISSION EXPIRES: 12/31/21 NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION

CITY OF CONCORD CONCORD DEVELOPMENT ORDINANCE 12 ADOPTED 9-11-08 I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON April 8, 2021

DATE 6/23/2021 CITY CLERK Asst. City manager [Signature]

CERTIFICATE OF STREETS, WATER, AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I HEREBY CERTIFY THAT ALL PUBLICLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICLY MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER QUALITY "BEST MANAGEMENT PRACTICE" SHOWN ON THIS PLAT HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA.

W. Sue Hyde 6/23/21 DIRECTOR OF ENGINEERING DATE

DOMINION ENERGY

DOMINION ENERGY HOLDS A UTILITY EASEMENT AS RECORDED IN DEED BOOK 4174 PAGE 130 ACROSS SUBJECT PARCEL AS SHOWN. SUBJECT PARCEL OWNER IS DEDICATING A PORTION OF LAND OF WHICH DOMINION ENERGY'S EASEMENT IS LOCATED ON. DOMINION ENERGY HEREBY ACCEPTS THE DEDICATION OF THE PUBLIC RIGHT OF WAY OF HIGHWAY 73 TO NCDOT AS SHOWN.

[Signature] 6/17/2021 DATE DOMINION ENERGY REPRESENTATIVE

PLAT REVIEW OFFICER CERTIFICATE

FILED Jun 23, 2021 12:18 pm FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS BOOK 00088 PAGE 0084 THRU 0084 INSTRUMENT # 26928 EXCISE TAX \$0.00

STATE OF NORTH CAROLINA COUNTY OF CABARRUS I, Grea Bell (by sst) REVIEW OFFICER 6/23/21 DATE

CONSTRUCTION STANDARDS APPROVAL

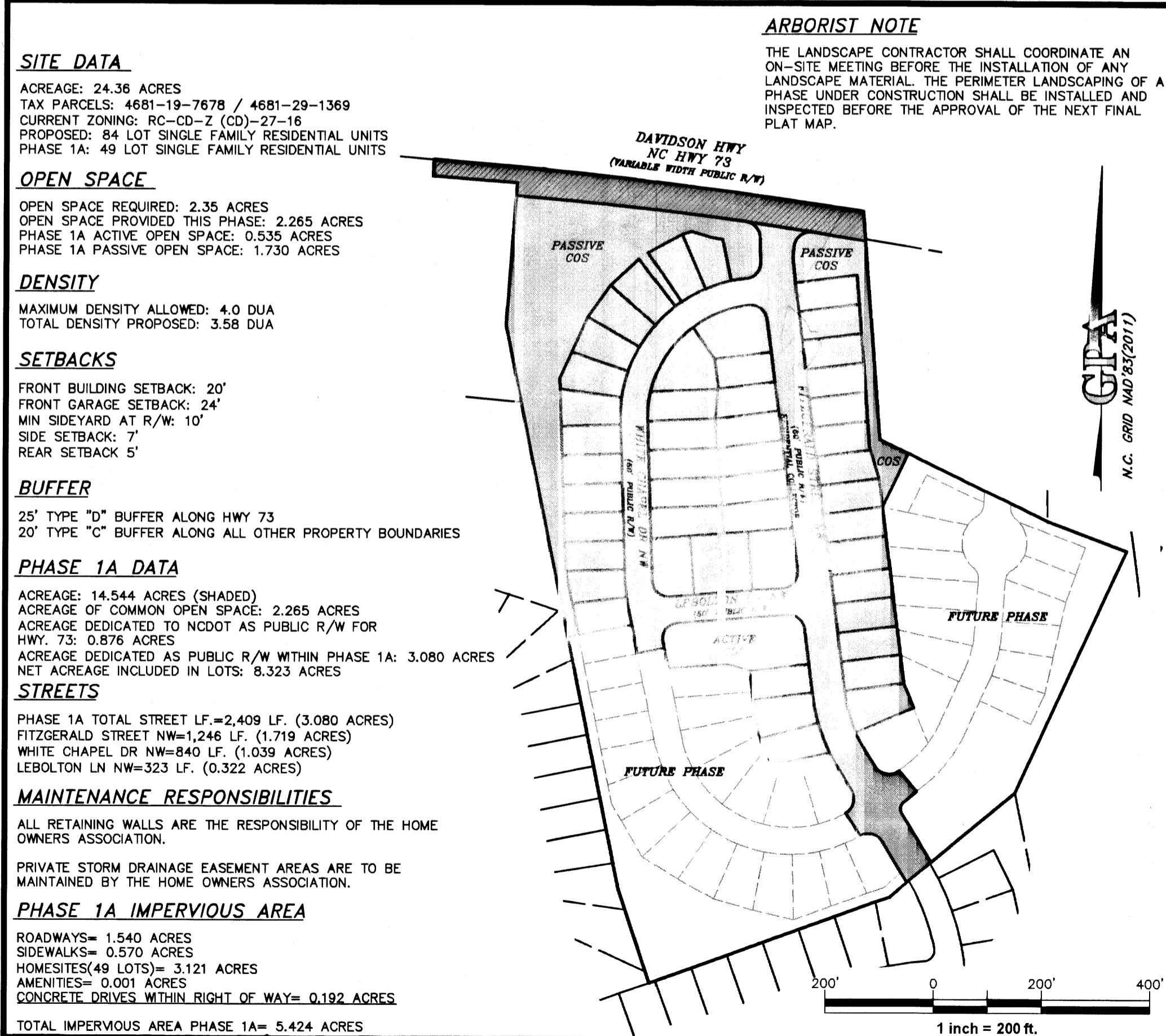
I HEREBY CERTIFY THAT THE STREETS ON THIS PLAT DESIGNATED AS "PUBLIC" ARE OR WILL BE IN ACCORDANCE WITH THE MINIMUM RIGHT-OF-WAY AND CONSTRUCTION STANDARDS ESTABLISHED BY THE BOARD OF TRANSPORTATION FOR ACCEPTANCE INTO THE STATE HIGHWAY SYSTEM.

[Signature] 6/18/2021 DATE NC DOT DISTRICT ENGINEER

DIVISION OF HIGHWAYS DISTRICT ENGINEER CERTIFICATE

I HEREBY CERTIFY THAT THE RIGHT OF WAY DEDICATION ALONG THE EXISTING STATE MAINTAINED ROADWAY(S) SHOWN ON THIS PLAT IS APPROVED AND ACCEPTED AS PUBLIC RIGHT OF WAY BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.

DISTRICT ENGINEER DATE ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVED STRUCTURES ARE TO BE CONSTRUCTED ON PUBLIC RIGHT OF WAY.



SITE DATA

ACREAGE: 24.36 ACRES TAX PARCELS: 4681-19-7678 / 4681-29-1369 CURRENT ZONING: RC-CD-Z (CD)-27-16 PROPOSED: 84 LOT SINGLE FAMILY RESIDENTIAL UNITS PHASE 1A: 49 LOT SINGLE FAMILY RESIDENTIAL UNITS

OPEN SPACE

OPEN SPACE REQUIRED: 2.35 ACRES OPEN SPACE PROVIDED THIS PHASE: 2.265 ACRES PHASE 1A ACTIVE OPEN SPACE: 0.535 ACRES PHASE 1A PASSIVE OPEN SPACE: 1.730 ACRES

DENSITY

MAXIMUM DENSITY ALLOWED: 4.0 DUA TOTAL DENSITY PROPOSED: 3.58 DUA

SETBACKS

FRONT BUILDING SETBACK: 20' FRONT GARAGE SETBACK: 24' MIN SIDEYARD AT R/W: 10' SIDE SETBACK: 7' REAR SETBACK 5'

BUFFER

25' TYPE "D" BUFFER ALONG HWY 73 20' TYPE "C" BUFFER ALONG ALL OTHER PROPERTY BOUNDARIES

PHASE 1A DATA

ACREAGE: 14.544 ACRES (SHADED) ACREAGE OF COMMON OPEN SPACE: 2.265 ACRES ACREAGE DEDICATED TO NCDOT AS PUBLIC R/W FOR HWY. 73: 0.876 ACRES ACREAGE DEDICATED AS PUBLIC R/W WITHIN PHASE 1A: 3.080 ACRES NET ACREAGE INCLUDED IN LOTS: 8.323 ACRES

STREETS

PHASE 1A TOTAL STREET LF=2,409 LF. (3.080 ACRES) FITZGERALD STREET NW=1,246 LF. (1.719 ACRES) WHITE CHAPEL DR NW=840 LF. (1.039 ACRES) LEBOLTON LN NW=323 LF. (0.322 ACRES)

MAINTENANCE RESPONSIBILITIES

ALL RETAINING WALLS ARE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION. PRIVATE STORM DRAINAGE EASEMENT AREAS ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

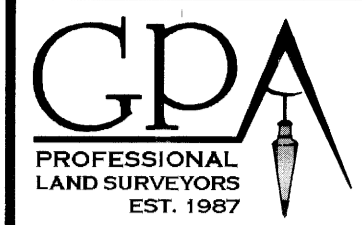
PHASE 1A IMPERVIOUS AREA

ROADWAYS= 1.540 ACRES SIDEWALKS= 0.570 ACRES HOMESITES(49 LOTS)= 3.121 ACRES AMENITIES= 0.001 ACRES CONCRETE DRIVES WITHIN RIGHT OF WAY= 0.192 ACRES

TOTAL IMPERVIOUS AREA PHASE 1A= 5.424 ACRES

ARBORIST NOTE

THE LANDSCAPE CONTRACTOR SHALL COORDINATE AN ON-SITE MEETING BEFORE THE INSTALLATION OF ANY LANDSCAPE MATERIAL. THE PERIMETER LANDSCAPING OF A PHASE UNDER CONSTRUCTION SHALL BE INSTALLED AND INSPECTED BEFORE THE APPROVAL OF THE NEXT FINAL PLAT MAP.



GPA INC. SERVING SOUTH CAROLINA AND NORTH CAROLINA

CHARLESTON SC CORP OFF: 281 TRELAND DR. STE B LADSON SC 29458 OFFICE (843) 285-2424

CHARLOTTE NC BRANCH: 605 PHILLIP DAVIS DR. STE 3 CHARLOTTE NC 28217 OFFICE (704) 335-8800

GREENVILLE SC BRANCH: 1200 WOODRUFF RD. STE G-17 GREENVILLE SC 29607 OFFICE (864) 274-0454

"Integrity Without Boundaries" www.gpaland.com

Table with columns: SCALE (1"=200'), FLD. BK., PG., JO: NO. (200063), DATE (06/15/2021), DRAWN BY (CLC), CHECKED BY (CGD)

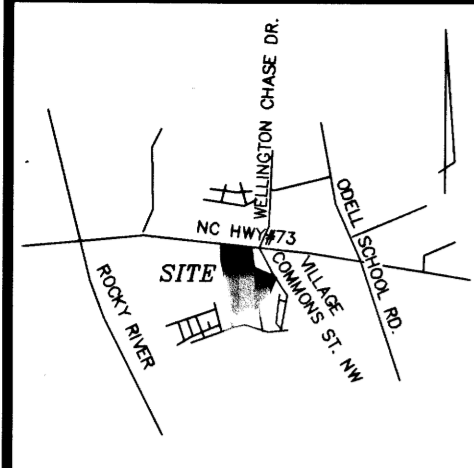
SHOWING: TAX PARCEL ID#: 4681197678 & 4681291369 OWNED BY: FORESTAR (USA) REAL ESTATE GROUP INC. LOCATED IN THE CITY OF CONCORD TOWNSHIP 3, CABARRUS COUNTY, NORTH CAROLINA FINAL PLAT FOR HERITAGE RIDGE AT MOSS CREEK SUBDIVISION - PHASE 1A



Table with columns: SHEET (1), OF (6)

Handwritten notes: Certificate of Approval... Planning and Neighborhood Dev. Director or designee... DATE 6/23/21

Table with columns: DATE, REVISION, BY



**VICINITY MAP (NTS)
CONTACT INFORMATION**

OWNER:
FORESTAR (USA) REAL ESTATE GROUP, INC.
481 MUNN ROAD EAST
SUITE 150
FORT MILL, SC 29715
856.296.4407
CONTACT: STEVEN JACKSON

SURVEYOR
GPA PROFESSIONAL LAND SURVEYORS
605 PHILLIP DAVIS DRIVE, SUITE #3
CHARLOTTE, NC 28236
704-335-8600

ENGINEER:
BGE, INC.
1111 METROPOLITAN AVENUE
SUITE 250
CHARLOTTE, NC 28204
980.220.2322
CONTACT: ANDREW GRANT, P.E.

TITLE REFERENCES:

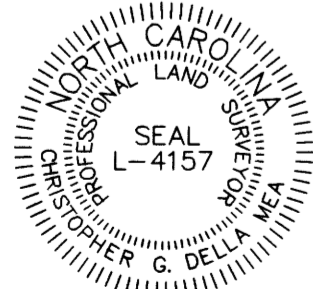
- 1) PLAT BOOK 50 PAGE 39
- 2) DEED BOOK 12264 PAGE 28
- 3) DEED BOOK 12222 PAGE 176

FLOOD NOTE:

THIS PROPERTY IS LOCATED IN FLOOD ZONE X AS SHOWN FROM FEMA FLOOD MAPS, PANEL NO. 3710468100K, REVISED 11/16/2018 & 3710468200K, REVISED 11/16/2018.

NOTES:

- 1) AREA WAS DETERMINED BY THE COORDINATE METHOD.
- 2) ANYTHING SHOWN OUTSIDE THE DEFINED BOUNDARY IS FOR DESCRIPTIVE PURPOSES ONLY.
- 3) THE PUBLIC RECORDS REFERENCED ON THIS PLAT ARE ONLY USED AND/OR NECESSARY TO THE ESTABLISHMENT OF THE BOUNDARY OF THIS PROPERTY. THEY ARE NOT AND DO NOT CONSTITUTE A TITLE SEARCH.
- 4) DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
- 5) NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR SURVEYS WERE PERFORMED FOR THIS PLAT. THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
- 7) TMS NO. 4681197678 & 4681291369
- 8) NO LAND OR OTHER AREA IS DEDICATED FOR PUBLIC USE BY THIS PLAT UNLESS A DEDICATION IS EXPRESSLY STATED HEREON.
- 9) SEE SHEET 3 FOR EASEMENTS.
- 10) SEE SHEET 4 FOR LEGEND AND LINE/CURVE TABLES.



SURVEYOR CERTIFICATION

I CHRISTOPHER G. DELLA MEA CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM TITLE DEEDS AND PLATS REFERENCED ABOVE; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES AND DRAWN FROM OTHER SOURCES, THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:20,000, AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 13TH DAY OF SEPTEMBER, 2021.

I CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF CABARRUS COUNTY/CITY OF CONCORD, WHICH IS REGULATED BY A LAND USE ORDINANCE, AND REGULATES THE SUBDIVISION OF PARCELS OF LAND;

Christopher G. Della Mea
CHRISTOPHER G. DELLA MEA, PLS L-4157
DATE 09/13/21

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS OF WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS, EXCEPT ANY OF THOSE USES SPECIFICALLY INDICATED AS PRIVATE, AND I FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATER LINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.

BY: *J. L. Kutz* 9/14/21
OWNER DATE

South
NORTH CAROLINA
CABARRUS COUNTY
NOTARY

I, Ellen Forney A
NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT
Thomas L. Kutz PERSONALLY APPEARED BEFORE
ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING
INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL, THIS THE DAY OF Sept
2021.
MY COMMISSION EXPIRES: 10-8-2029 *Ellen Forney*
NOTARY PUBLIC

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS

CITY OF CONCORD
HERITAGE RIDGE AT MOSS CREEK - PHASE 2
NAME OF SUBDIVISION
WHITE CHAPEL DRIVE NW
NAME OF STREETS IN SUBDIVISION

FORESTAR (USA) REAL ESTATE GROUP, INC.
SUBDIVIDER

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, AND BELIEF, THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE AND CONFORMS WITH LINES, GRADES, CROSS-SECTIONS, DIMENSIONS, AND MATERIAL REQUIREMENTS WHICH ARE SHOWN ON AND INDICATED IN THE PLANS WHICH HAVE BEEN REVIEWED AND APPROVED BY THE CONCORD SUBDIVISION ADMINISTRATOR OR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.

I ALSO ACKNOWLEDGE THAT FALSIFICATION OF THE ABOVE CERTIFICATIONS MAY SUBJECT ME TO CIVIL SUIT AND/OR CRIMINAL PROSECUTION UNDER THE GENERAL STATUTES, INCLUDING BUT NOT LIMITED TO, G.S. 14-100 AND G.S. 136-102.6 AND THE CODE OF ORDINANCES OF THE CITY OF CONCORD.

SIGNED: *Andrew Grant*
REGISTERED PROFESSIONAL ENGINEER
044291
REGISTRATION NO. DATE 9/21/21

NORTH CAROLINA
CABARRUS COUNTY

I, Jennifer L Burroughs A
NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT
Andrew Grant PERSONALLY APPEARED BEFORE
ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING
INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL, THIS THE DAY OF September 21
2021.
MY COMMISSION EXPIRES: 12/29/23 *Jennifer L Burroughs*
NOTARY PUBLIC

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION

CITY OF CONCORD CONCORD DEVELOPMENT ORDINANCE 12 ADOPTED 9-11-08
I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE

CITY COUNCIL HELD ON Aug 12, 2021
DATE 9/23/21 *Kim J Deason*
CITY CLERK

CERTIFICATE OF STREETS, WATER, AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I HEREBY CERTIFY THAT ALL PUBLICLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICLY MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER QUALITY "BEST MANAGEMENT PRACTICE" SHOWN ON THIS PLAT HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA.

M. Sue Under 9/22/2021
DIRECTOR OF ENGINEERING DATE

PLAT REVIEW OFFICER CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, Greg Bell REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
Greg Bell (PDA) 09/23/2021
REVIEW OFFICER DATE

CERTIFICATE OF FINAL PLAT APPROVAL

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE HERITAGE RIDGE AT MOSS CREEK PHASE 2 SUBDIVISION WAS APPROVED BY THE ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON

Sept. 23 2021.
[Signature] 9/23/21
PLANNING AND NEIGHBORHOOD SERVICES DIRECTOR OR DESIGNEE DATE

FILED Sep 23, 2021 01:41 pm FILED
BOOK 00089 CABARRUS
PAGE 0067 THRU 0067 COUNTY NC
INSTRUMENT # 40695 WAYNE NIXON
EXCISE TAX \$0.00 REGISTER
OF DEEDS

SITE DATA

SITE WAS ONE LOT PRIOR TO SUBDIVISION
ACREAGE: 24.36 ACRES
TAX PARCELS: 4681-19-7678 / 4681-29-1369
CURRENT ZONING: RC-CD-Z (CD)-27-16
PROPOSED: 84 LOT SINGLE FAMILY RESIDENTIAL UNITS
PHASE 1A: 49 LOT SINGLE FAMILY RESIDENTIAL UNITS
PHASE 2: 35 LOT SINGLE FAMILY RESIDENTIAL UNITS

OPEN SPACE

OPEN SPACE REQUIRED: 2.35 ACRES
PHASE 1A ACTIVE OPEN SPACE: 0.535 ACRES
PHASE 1A PASSIVE OPEN SPACE: 1.730 ACRES
PHASE 2 PASSIVE OPEN SPACE: 2.144 ACRES
TOTAL OPEN SPACE PROVIDED: 4.409 ACRES

DENSITY

MAXIMUM DENSITY ALLOWED: 4.0 DUA
TOTAL DENSITY PROPOSED: 3.58 DUA

SETBACKS

FRONT BUILDING SETBACK: 20'
FRONT GARAGE SETBACK: 24'
MIN SIDEYARD AT R/W: 10'
SIDE SETBACK: 7'
REAR SETBACK 5'

BUFFER

25' TYPE "D" BUFFER ALONG HWY 73
20' TYPE "C" BUFFER ALONG ALL OTHER PROPERTY BOUNDARIES

PHASE 2 DATA

ACREAGE: 9.908 ACRES (SHADED)
ACREAGE OF COMMON OPEN SPACE: 2.114 ACRES
ACREAGE DEDICATED AS PUBLIC R/W WITHIN PHASE 2: 1.484 ACRES
NET ACREAGE INCLUDED IN LOTS: 5.706 ACRES

PHASE 2 STREETS

PHASE 2 TOTAL STREET LF.=1,225LF. (3.080 ACRES)
WHITE CHAPEL DR NW=840 LF. (1.484 ACRES)

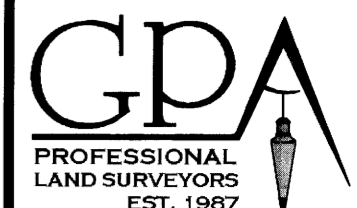
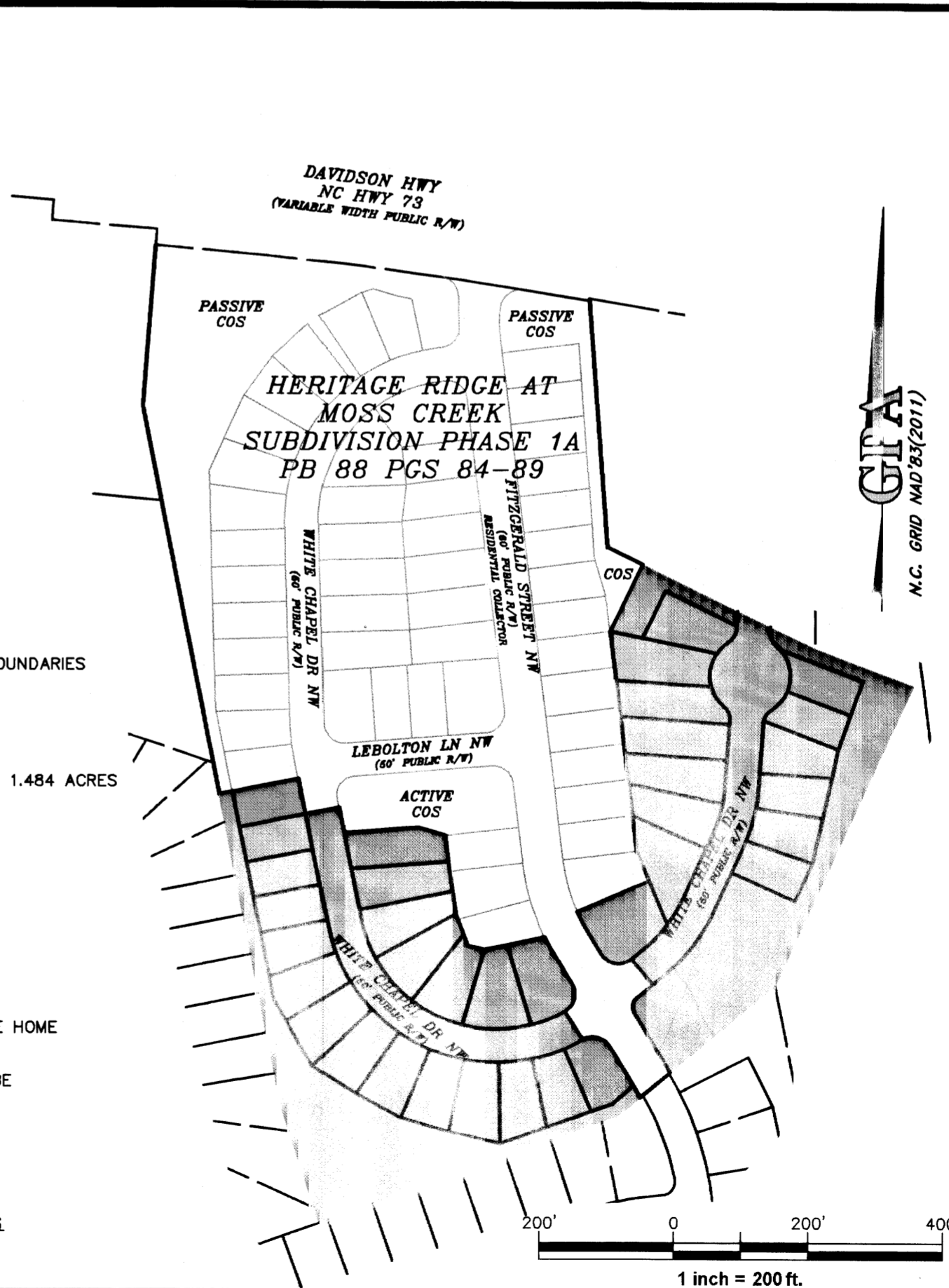
MAINTENANCE RESPONSIBILITIES

ALL RETAINING WALLS ARE THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.

PRIVATE STORM DRAINAGE EASEMENT AREAS ARE TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.

PHASE 2 IMPERVIOUS AREA

ROADWAYS= 0.741 ACRES
SIDEWALKS= 0.275 ACRES
HOMESITES(35 LOTS)= 2.274 ACRES
CONCRETE DRIVES WITHIN RIGHT OF WAY= 0.112 ACRES
TOTAL IMPERVIOUS AREA PHASE 2= 3.402 ACRES



GPA INC.
SERVING SOUTH CAROLINA
AND NORTH CAROLINA

CHARLESTON SC CORP OFF
281 TREELAND DR. STE B
LADSON SC 29456
OFFICE (843) 285-2424

CHARLOTTE NC BRANCH
605 PHILLIP DAVIS DR. STE 3
CHARLOTTE NC 28217
OFFICE (704) 335-8600

GREENVILLE SC BRANCH
1200 WOODRUFF RD. STE G-17
GREENVILLE SC 29607
OFFICE (864) 274-0454

"Integrity Without Boundaries"
www.gpaland.com

SCALE	1"=200'
F.L.D. BK.	PG.
JOB NO.	200063
DATE	09/13/2021
DRAWN BY	CLC
CHECKED BY	CGD

SHOWING: TAX PARCEL ID#: 4681197678 & 4681291369
OWNED BY: FORESTAR (USA) REAL ESTATE GROUP INC.
LOCATED IN THE CITY OF CONCORD
TOWNSHIP 3, CABARRUS COUNTY, NORTH CAROLINA
FINAL PLAT FOR HERITAGE RIDGE AT MOSS CREEK SUBDIVISION - PHASE 2



SHEET	OF
1	4
DATE	REVISION
	BY

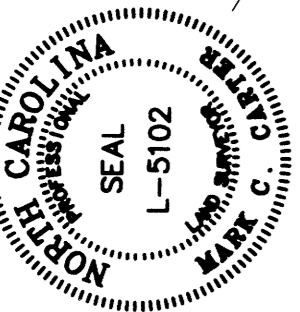


MEMORADUM

DATE: Tuesday, July 18, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Ellenwood Park
 PROJECT NUMBER: 2019-009
 DEVELOPER: River Rock Capital Partners, LLC
 COUNCIL ACCEPTANCE DATE: Thursday, August 10, 2023
 ONE-YEAR WARRANTY DATE: Thursday, August 8, 2024

Street	Length in LF	ROW in FT	Plat
Rivergate Drive NW	534.00	50.00	Final Plat
Dalton Park Lane NW	111.00	50.00	Final Plat
Total	645.00		

I, MARK C. CARTER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 13561, PAGE 257, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 170-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 18TH DAY OF MARCH, A.D., 2020



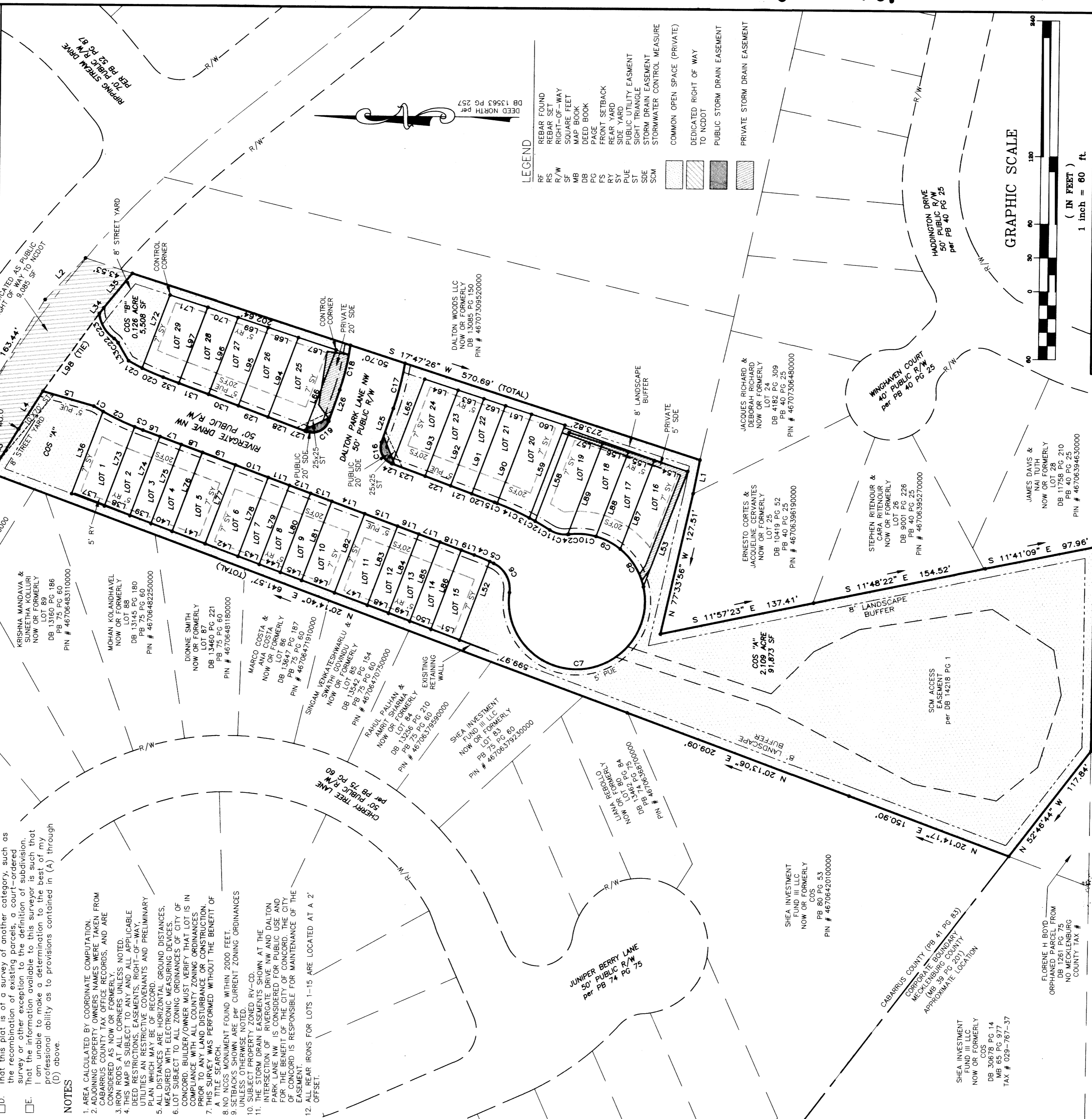
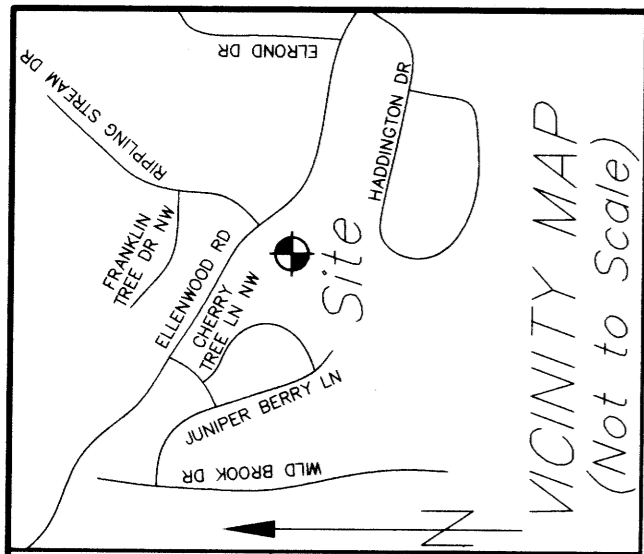
Mark C. Carter
 PROFESSIONAL LAND SURVEYOR

L-5102
 I, Mark C. Carter, Registered Land Surveyor No. L-5102, certify to one or more of the following as indicated thus, or :

- A. That this plat is of a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
- B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.
- C. That this plat is of a survey of an existing parcel or parcels of land.
- D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision.
- E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in (A) through (D) above.

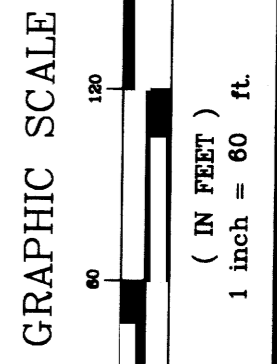
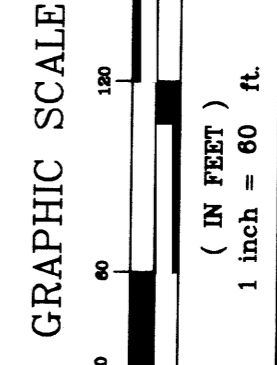
NOTES

1. AREA CALCULATED BY COORDINATE COMPUTATION
2. ADJOINING PROPERTY OWNERS NAMES WERE TAKEN FROM CABARRUS COUNTY TAX OFFICE RECORDS, AND ARE CONSIDERED AS NOW OR FORMERLY.
3. IRON RODS AT ALL CORNERS UNLESS NOTED.
4. THIS MAP IS SUBJECT TO ANY AND ALL APPLICABLE UTILITIES AND EASEMENTS, RIGHT-OF-WAY, EASEMENTS, PRELIMINARY PLANS WHICH MAY BE OF RECORD.
5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES. MEASUREMENTS WITH ELECTRONIC MEASURING DEVICES.
6. LOT SUBJECT TO ALL ZONING ORDINANCES OF CITY OF CONCORD. BUILDER/OWNER MUST VERIFY THAT LOT IS IN COMPLIANCE WITH ALL COUNTY ZONING ORDINANCES PRIOR TO ANY LAND DISTURBANCE OR CONSTRUCTION.
7. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH.
8. SETBACKS MONUMENT FOUND WITHIN 2000 FEET.
9. SETBACKS MONUMENT ARE NOT PER CURRENT ZONING ORDINANCES UNLESS OTHERWISE NOTED.
10. SUBJECT PROPERTY ZONED RV-CD.
11. THE STORM DRAIN EASEMENTS SHOWN AT THE INTERSECTION OF RIVERGATE DRIVE NW AND DALTON PARK LANE NW IS CONSIDERED FOR PUBLIC USE AND FOR THE BENEFIT OF THE CITY OF CONCORD. THE CITY OF CONCORD IS RESPONSIBLE FOR MAINTENANCE OF THE EASEMENT.
12. ALL REAR IRONS FOR LOTS 1-15 ARE LOCATED AT A 2' OFFSET.



LEGEND

RE	REBAR FOUND	[Symbol]	COMMON OPEN SPACE (PRIVATE)
RS	REBAR SET	[Symbol]	DEDICATED RIGHT OF WAY
R/W	RIGHT-OF-WAY	[Symbol]	TO NCDOT
SF	SQUARE FEET	[Symbol]	PUBLIC STORM DRAIN EASEMENT
MB	MAP BOOK	[Symbol]	PRIVATE STORM DRAIN EASEMENT
DB	DEED BOOK	[Symbol]	
PG	PAGE	[Symbol]	
FS	FRONT SETBACK	[Symbol]	
RY	REAR YARD	[Symbol]	
SY	SIDE YARD	[Symbol]	
PUE	PUBLIC UTILITY EASEMENT	[Symbol]	
ST	SIGHT TRIANGLE	[Symbol]	
SDE	STORM DRAIN EASEMENT	[Symbol]	
SCM	STORMWATER CONTROL MEASURE	[Symbol]	



PHOENIX LAND SURVEYING, INC
 3316 OLD MONROE ROAD
 STALLINGS, NORTH CAROLINA 28104
 PH: (704)-335-1655
 EMAIL: INFO@PHOENIX-SURVEYING.COM
 FIRM # C-3812
 Land Surveying Mapping, NC, DNZ
 PROJ # 1054-09-01 ELLENWOOD SUBDIVISION

OWNER INFO:
 ELLENWOOD CHARLOTTE, LLC
 517 ALCOVE ROAD
 SUITE 301
 MOORESVILLE, NC 28117

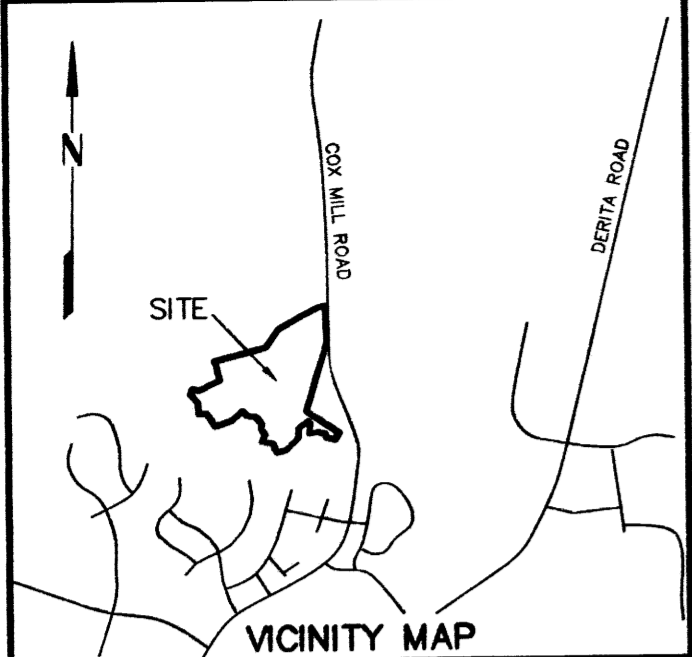
FLOOD NOTE:
 NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. FLOOD INSURANCE RATE MAP PANEL NUMBER 3710467000L, DATED: NOVEMBER 16, 2018.



MEMORADUM

DATE: Thursday, July 27,2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Granary Oaks Subdivision
 PROJECT NUMBER: 2017-020
 DEVELOPER: Tarleton Place, LLC
 COUNCIL ACCEPTANCE DATE: Thursday, August 10, 2023
 ONE-YEAR WARRANTY DATE: Thursday, August 08, 2024

Street	Length in LF	ROW in FT
Pacing Lane NW	1711.00	50.00
Trotting Circle NW	1524.00	50.00
Total	3235.00	



- GENERAL NOTES:**
- BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE OBSERVED IN FIELD ON DATE(S) OF SURVEY.
 - NORTH ORIENTATION IS BASED ON NORTH CAROLINA STATE PLANE GRID COORDINATE SYSTEM (NAD-83).
 - ALL DISTANCE SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED. ALL AREAS WERE CALCULATED USING THE COORDINATE METHOD.
 - THE LOCATIONS OF UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON ABOVE GROUND VISIBLE APPURTENANCES.
 - A PORTION OF SUBJECT PROPERTY SHOWN HEREON IS GRAPHICALLY LOCATED IN A DESIGNATED ZONE AE SPECIAL FLOOD HAZARD AREA AS SHOWN ON COMMUNITY PANEL NUMBER 3710468000 J, EFFECTIVE DATE NOVEMBER 5, 2008.

CERTIFICATE OF SURVEY AND ACCURACY.

I, EDWIN S. GODSEY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED RECORDED IN BOOK AS SHOWN, PAGE AS SHOWN, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK AS SHOWN, PAGE AS SHOWN, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1: 10.000. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE § 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 29th DAY OF JUNE A.D. 2018.

EDWIN S. GODSEY NC L-3470
LANDTEC

R.M. McGRAW & LELIA McGRAW
DB 311 PG 258
PIN# 46804201960000
ZONING: LDR

I HEREBY CERTIFY THAT ALL PUBLICLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICLY MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER QUALITY "BEST MANAGEMENT PRACTICES" SHOWN ON THIS PLAT HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA FOR THE SUBDIVISION OF GRANARY OAKS.

M. E. H. P. 7/10/18
DIRECTOR OF ENGINEERING DATE

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION.

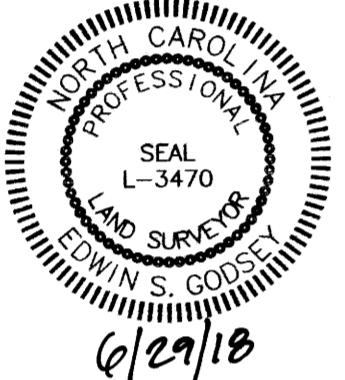
I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON 7-11-18 2018.

Kevin G. Deason
DATE CITY CLERK

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, *Greg Belk* REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Greg Belk (PDG) 07/11/2018
REVIEW OFFICER DATE



HIGHLAND CREEK COMMUNITY ASSOCIATION, INC.
DB 6527 PG 332 (TRACT 2)
PIN# 46801099280000

CHRISTENBURY VILLAGE
A-CHRISTENBURY HALL PROPERTY OWNERS ASSOCIATION, INC.
DB 7982 PG 54 (PARCEL c)
PIN# 46801082090000

CHRISTENBURY MASTER ASSOCIATION, INC.
DB 7982 PG 52 (PARCEL 2)
PIN# 46801082090000

CHRISTENBURY MASTER ASSOCIATION, INC.
DB 9837 PG 344 (PARCEL 2)
PIN# 45893909050000

CHRISTENBURY MASTER ASSOCIATION, INC.
DB 7982 PG 52 (PARCEL 9)
PIN# 45893947730000

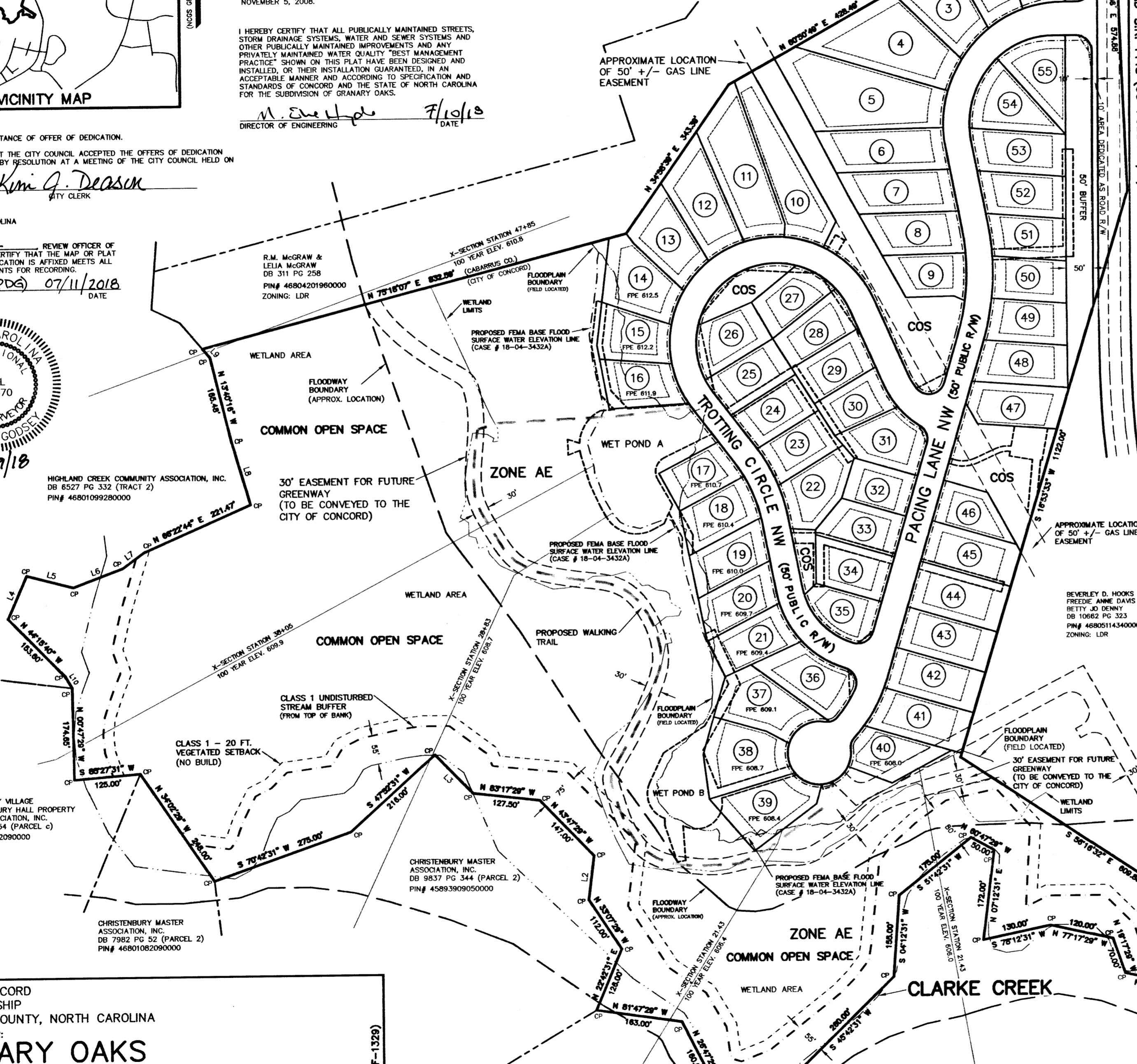
CHRISTENBURY LAND INVESTMENTS, LLC
DB 7227 PG 295
PIN# 45894917740000

CITY OF CONCORD
NO. 2 TOWNSHIP
CABARRUS COUNTY, NORTH CAROLINA
FINAL PLAT FOR:
GRANARY OAKS
SHEET 1 OF 3
RECORD OWNER: TARLETON PLACE, LLC

SURVEYED BY:	SURVEY DATE(S):	PROJECT NUMBER:
EG, PB	2-18	15008
DRAWN BY:	PLAT DATE:	DRAWING NAME:
EG	5-18	15008PLAT1
CHECKED BY:	DRAWING SCALE:	FIELD BOOK:
EG	1"=150'	01-18



(NC FIRM LICENSE # F-1329)



DEVELOPMENTAL DATA

SITE AREA:	57.438 ACRES
EXISTING ZONING:	RM-2
JURISDICTION:	CITY OF CONCORD
PROPOSED USES:	SINGLE FAMILY RESIDENTIAL
MAXIMUM DENSITY:	4.0 d.u./acre
PROPOSED DENSITY:	0.96 d.u./acre
PROPOSED NUMBER OF LOTS:	55
TOTAL ACRES IN LOTS:	17.51 ACRES
OPEN SPACE REQUIRED:	4.6 AC. OR 8X
OPEN SPACE PROVIDED:	33.7 AC. OR 58.7%
ACTIVE OPEN SPACE:	0.33 ACRES
TRAILS THRU NATURAL AREAS:	0.48 ACRES
USEABLE POCKETS IN SUBDIVISION:	32.89 ACRES
PASSIVE OPEN SPACE:	80 FT. (AT SETBACK)
MINIMUM LOT WIDTH:	10,000 SQ. FT.
MINIMUM BUILDING LINE:	25 FT.
FRONT SETBACK:	20 FT. AGGREGATE (5 FT. MINIMUM)
SIDE YARD (INTERIOR):	12.5 FT. (HALF FRONT SETBACK)
CORNER YARD (EXTERIOR):	25 FT.
REAR YARD:	20 FT. MAIN STRUCTURE
MINIMUM BUILDING SEPARATION:	17 FT. FOR 3rd CAR GARAGE
OPTION:	
NEW ROAD RIGHT-OF-WAY:	4.02 ACRES
EXISTING IMPERVIOUS AREA:	7,466 SQ. FT.
PROPOSED IMPERVIOUS AREA:	448,740 SQ. FT. 17.9% OF SITE)
PSDE EASEMENT (PRIVATE):	PUBLIC STORM DRAINAGE
FPE:	STORM DRAINAGE EASEMENT
NEW ROAD R/W:	0.177 ACRES
COX MILL ROAD:	2.127 ACRES
PACING LANE NW:	1.716 ACRES
TROTTING CIRCLE NW:	
ROAD CENTERLINE LENGTHS:	
PACING LANE NW:	1,711 FT.
TROTTING CIRCLE NW:	1,524 FT.

CERTIFICATE OF FEE PAYMENT.

I HEREBY CERTIFY THAT ALL FEES FOR THE SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.

Paul Hester 7/11/18
FINANCE DIRECTOR DATE

CERTIFICATE OF FINAL PLAT APPROVAL.

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE GRANARY OAKS SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION / ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON 7/11/18.

P. Hester
DATE DEVELOPMENT SERVICES DIRECTOR

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION.

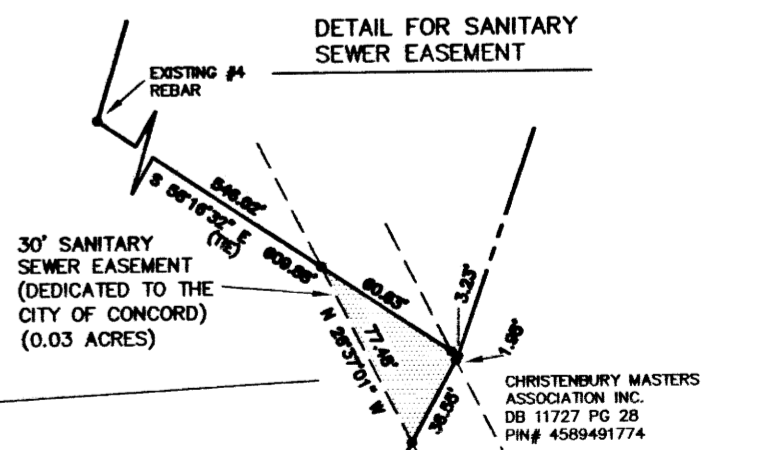
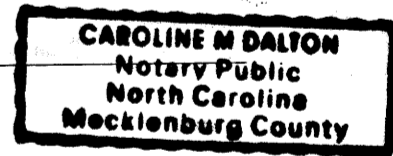
I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS-OF-WAY, EASEMENTS, OPEN SPACE AND/OR PARKS EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS.

BY: *Beverly D. Hooks* 6-29-18
OWNER DATE

Caroline M Dalton, A NOTARY PUBLIC
FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT I PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

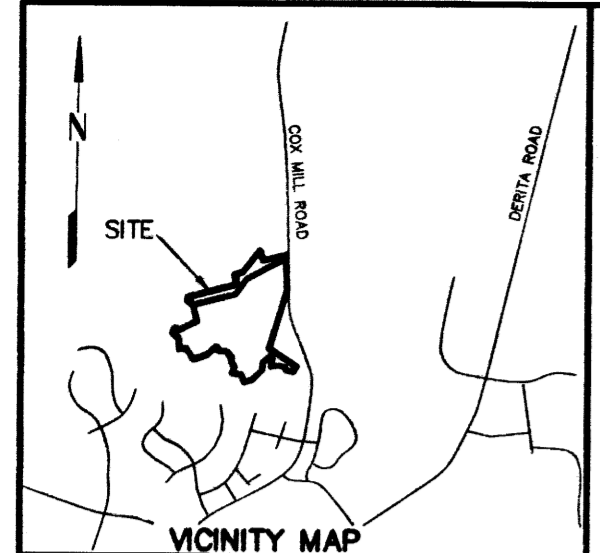
WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 29th DAY OF June 2018.

MY COMMISSION EXPIRES: 8/11/18



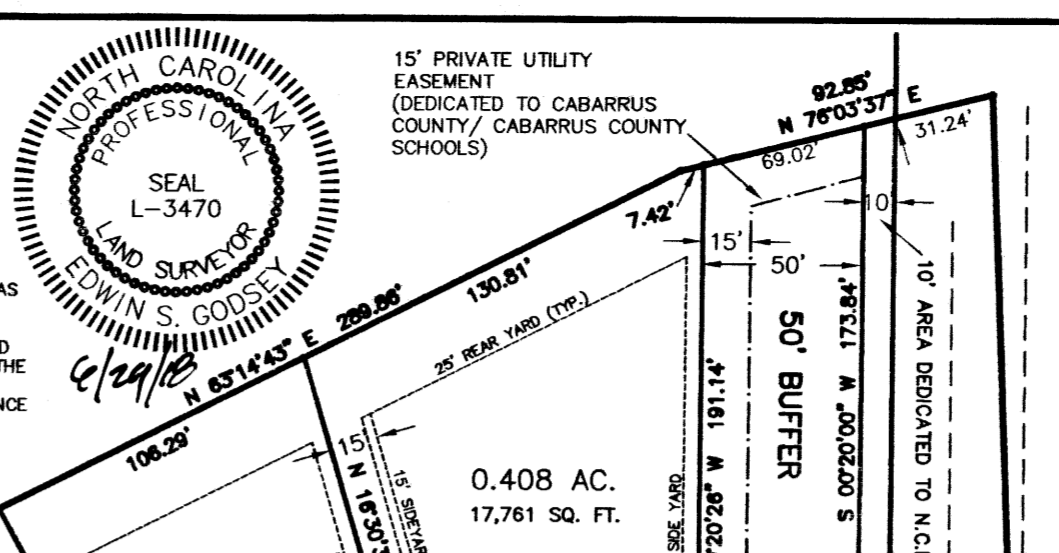
FILED Jul 11, 2018 03:40 pm
BOOK 00077
PAGE 0071 THRU 0071
INSTRUMENT # 16785
EXCISE TAX \$0.00

FILED CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS



STATE OF NORTH CAROLINA COUNTY OF CABARRUS. I, Greg Bell, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING. DATE: 07/11/2018. REVIEW OFFICER: Greg Bell (PDA). DATE: 07/11/2018. CAROLINE M. MALIN, Notary Public, North Carolina, Mecklenburg County. DATE: 29th DAY OF JUNE 2018.

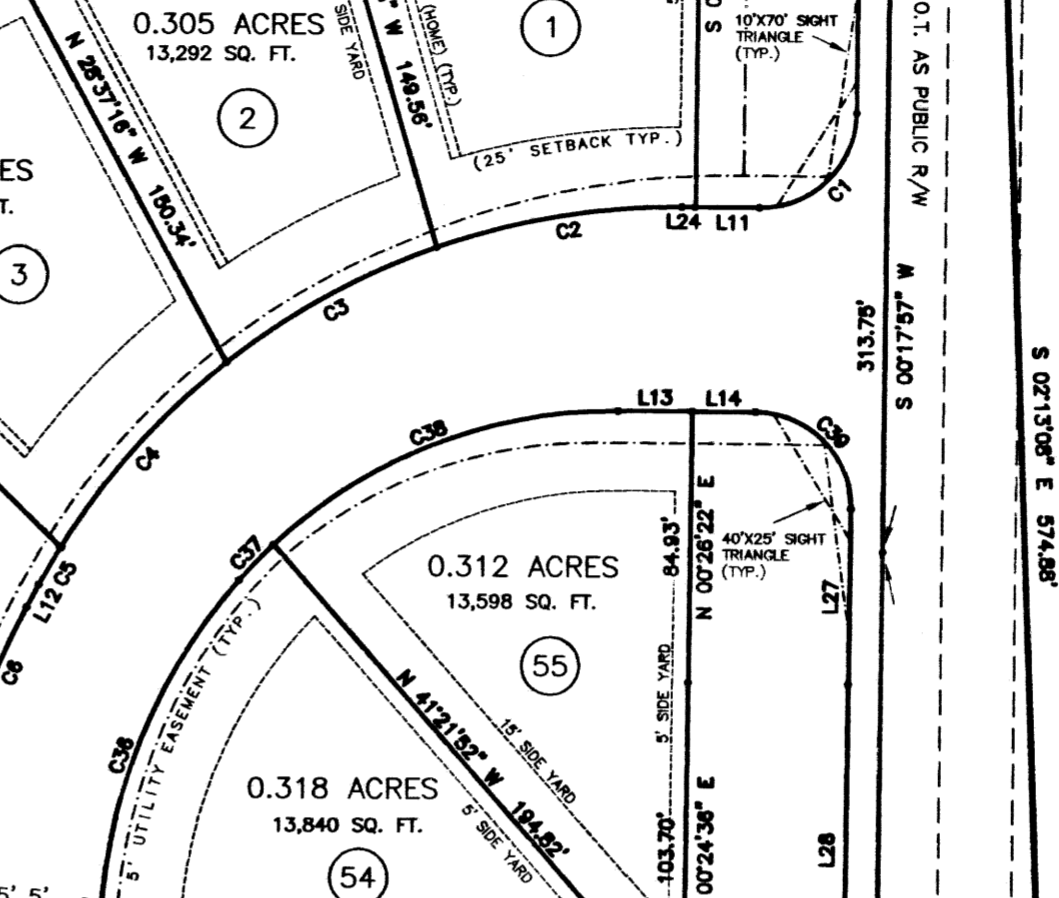
CERTIFICATE OF FEE PAYMENT. I HEREBY CERTIFY THAT ALL FEES FOR THE SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE. FINANCE DIRECTOR: Paul Huse. DATE: 7/11/18. CERTIFICATE OF SURVEY AND ACCURACY. EDWIN S. GODSEY, PROFESSIONAL LAND SURVEYOR, SEAL L-3470. DATE: 6/29/18. I HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED RECORDED IN BOOK AS SHOWN PAGE AS SHOWN THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK AS SHOWN PAGE AS SHOWN; THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE § 47-30 AS AMENDED.



DEVELOPMENTAL DATA. SITE AREA: 57.438 ACRES. EXISTING ZONING: RM-2. JURISDICTION: CITY OF CONCORD. PROPOSED USES: SINGLE FAMILY RESIDENTIAL. MAXIMUM DENSITY: 4.0 d.u./acre. PROPOSED NUMBER OF LOTS: 55. TOTAL ACRES IN LOTS: 17.51 ACRES. OPEN SPACE REQUIRED: 4.6 AC. OR 8%. OPEN SPACE PROVIDED: 33.7 AC. OR 58.7%. ACTIVE OPEN SPACE: 0.33 ACRES. TRAILS THRU NATURAL AREAS: 0.48 ACRES. USABLE POCKETS IN SUBDIVISION: 32.89 ACRES. MINIMUM LOT WIDTH: 80 FT. (AT SETBACK). MINIMUM LOT AREA: 10,000 SQ. FT. MINIMUM BUILDING LINE: 25 FT. FRONT SETBACK: 25 FT. SIDE YARD (INTERIOR): 20 FT. AGGREGATE (5 FT. MINIMUM). CORNER YARD (EXTERIOR): 12.5 FT. (HALF FRONT SETBACK). REAR YARD: 20 FT. MINIMUM BUILDING SEPARATION: 17 FT. FOR 3rd CAR GARAGE OPTION. NEW ROAD RIGHT-OF-WAY: 4.02 ACRES. EXISTING IMPERVIOUS AREA: 7,466 SQ. FT. PROPOSED IMPERVIOUS AREA: 448,740 SQ. FT. (17.9% OF SITE). PSDE: PUBLIC STORM DRAINAGE EASEMENT. SDE: STORM DRAINAGE EASEMENT (PRIVATE). FPE: FLOOD PROTECTION ELEVATION. NEW ROAD R/W: COX MILL ROAD. PACING LANE NW: 2,127 ACRES. TROTTLING CIRCLE NW: 1,716 ACRES. ROAD CENTERLINE LENGTHS: PACING LANE NW: 1,711 FT. TROTTLING CIRCLE NW: 1,524 FT.

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION. I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON 2018. DATE: 2-11-18. BY: Jim J. Deason, CITY CLERK. CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION. I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAN AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS-OF-WAY, EASEMENTS, OPEN SPACE AND/OR PARKS EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. BY: [Signature], OWNER. DATE: 6-29-18.

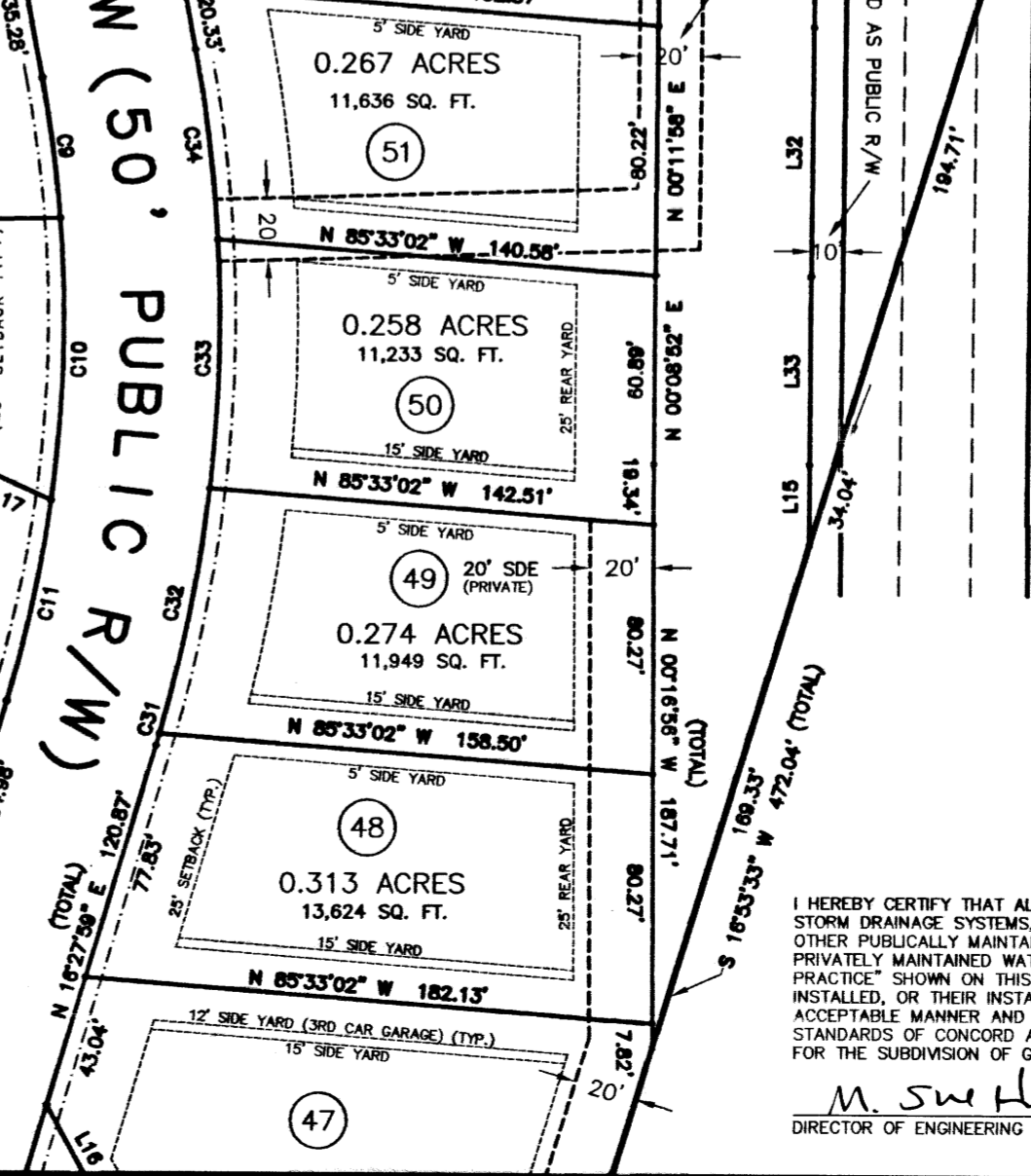
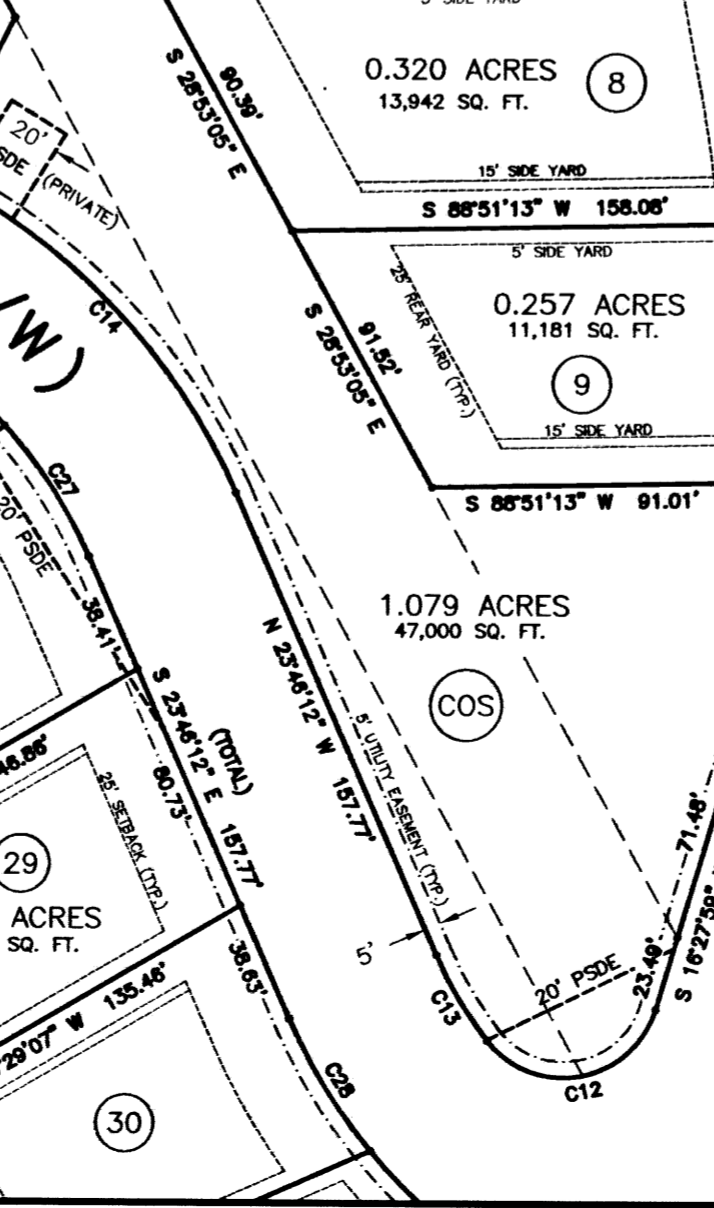
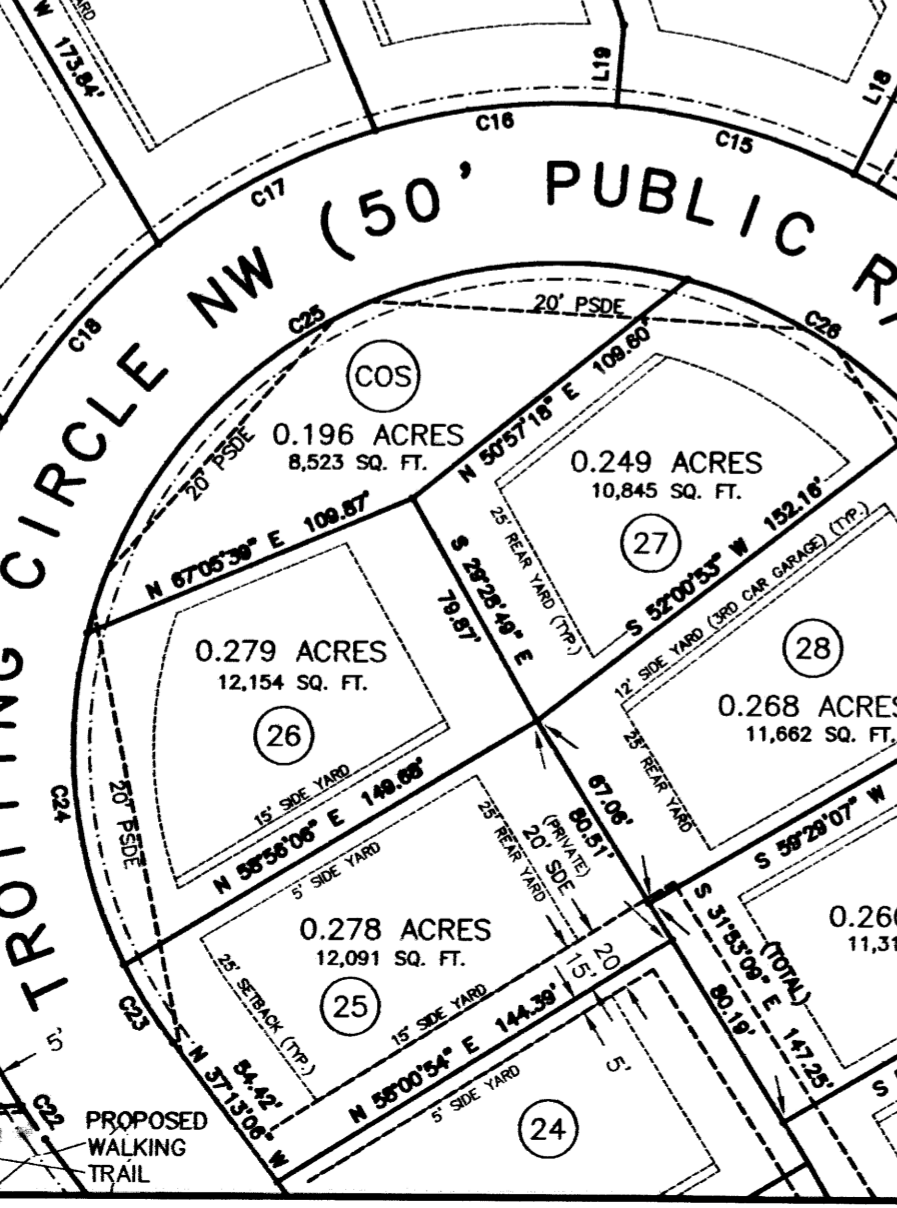
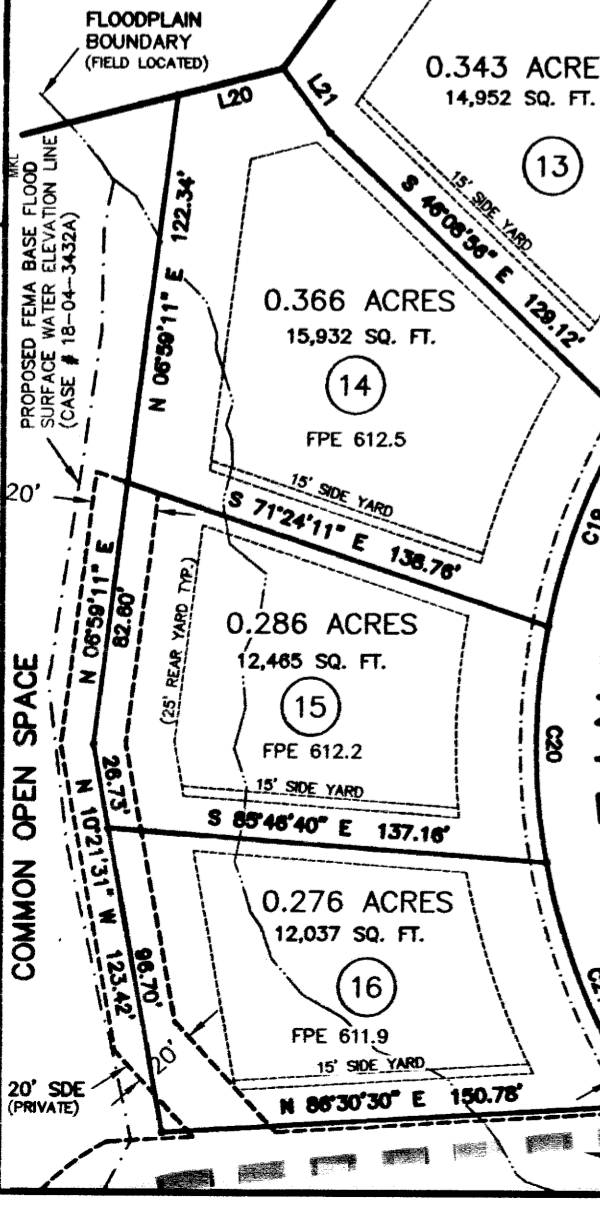
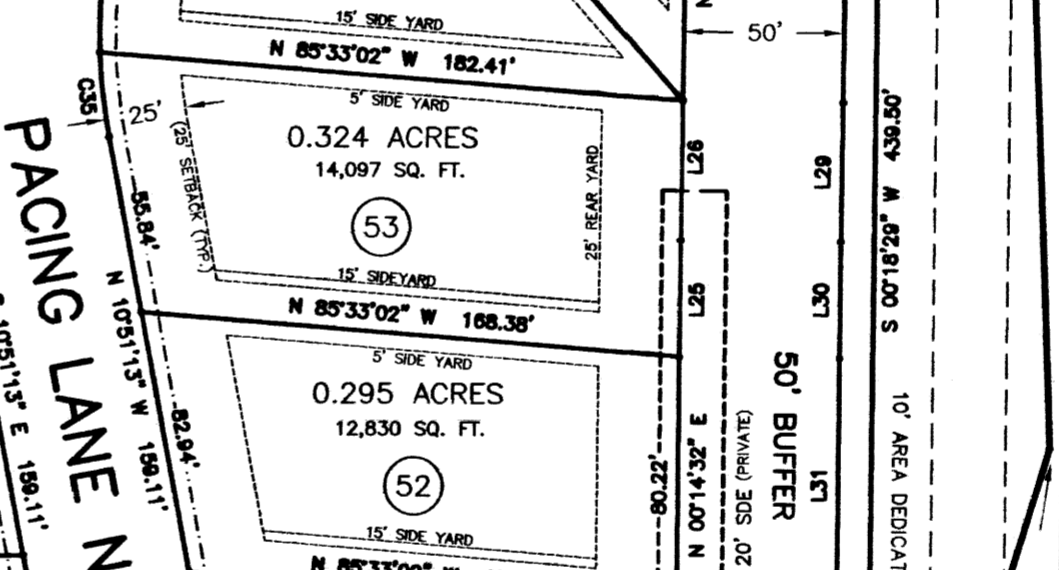
R.M. MCGRAW & LELIA MCGRAW, DB 311 PG 258, PIN# 46804201960000, ZONING: LDR. I HEREBY CERTIFY THAT ALL FEES FOR THE SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE. FINANCE DIRECTOR: Paul Huse. DATE: 7/11/18. CERTIFICATE OF SURVEY AND ACCURACY. EDWIN S. GODSEY, PROFESSIONAL LAND SURVEYOR, SEAL L-3470. DATE: 6/29/18. I HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED RECORDED IN BOOK AS SHOWN PAGE AS SHOWN THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK AS SHOWN PAGE AS SHOWN; THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE § 47-30 AS AMENDED.



CERTIFICATE OF FINAL PLAT APPROVAL. I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION / ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON 7/6/18. DATE: 7/6/18. DEVELOPMENT SERVICES DIRECTOR: [Signature]. R.M. MCGRAW & LELIA MCGRAW, DB 311 PG 258, PIN# 46804201960000, ZONING: LDR.

CITY OF CONCORD. I HEREBY CERTIFY THAT ALL PUBLICLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICLY MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER QUALITY "BEST MANAGEMENT PRACTICE" SHOWN ON THIS PLAT HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA FOR THE SUBDIVISION OF GRANARY OAKS.

CITY OF CONCORD. I HEREBY CERTIFY THAT ALL PUBLICLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICLY MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER QUALITY "BEST MANAGEMENT PRACTICE" SHOWN ON THIS PLAT HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA FOR THE SUBDIVISION OF GRANARY OAKS.

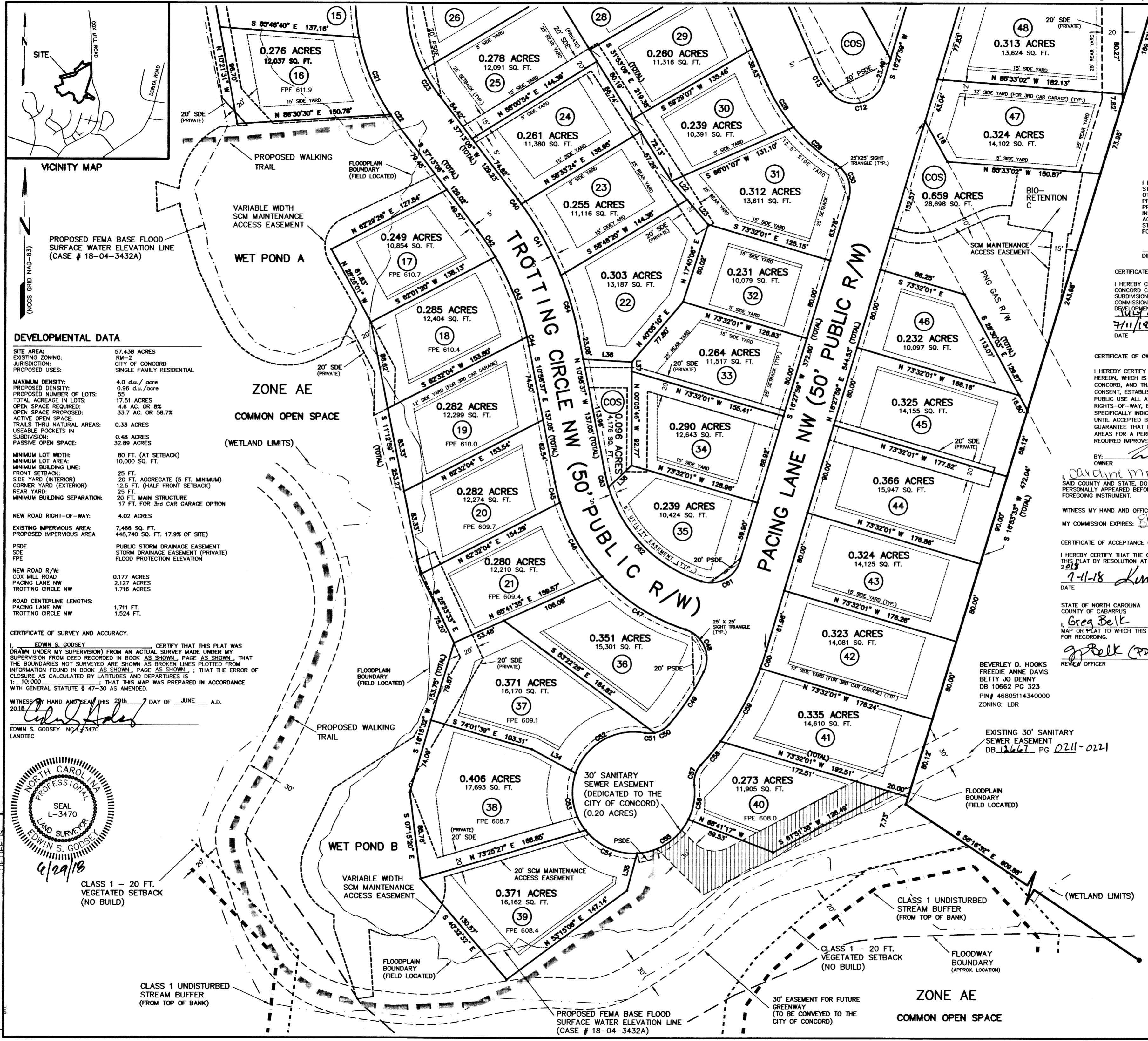


CURVE TABLE. Table with columns: CURVE, RADIUS, ARC LENGTH, CHORD LENGTH, CHORD BEARING. Lists curves C1 through C64 with their respective measurements.

LINE TABLE. Two tables with columns: LINE, BEARING, DISTANCE. Lists lines L1 through L21 with their respective bearings and distances.

LANDTEC SURVEYING & MAPPING. PROJECT: GRANARY OAKS. CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA. RECORD OWNER: TARLETON PLACE, LLC. SHEET 2 OF 3. SURVEY DATES: 6-18. DRAWN BY: [Signature]. CHECKED BY: [Signature]. DATE: 7/10/18. DIRECTOR OF ENGINEERING: M. Sw. Hpd.

FILED Jul 11, 2018 03:40 pm. CABARRUS COUNTY NC. WAYNE NIXON REGISTER. INSTRUMENT # 16786. EXCISE TAX \$0.00.



CITY OF CONCORD, GRANARY OAKS, LOTS 1-55, PACING LANE NW, TROTTLING CIRCLE NW, TARLETON PLACE, LLC

I HEREBY, TO THE BEST OF MY KNOWLEDGE, ABILITY AND BELIEF, CERTIFY THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE AND WILL CONFORM WITH LINES, GRADES, CROSS-SECTIONS, DIMENSIONS, AND MATERIAL REQUIREMENTS WHICH ARE SHOWN ON AND INDICATED ON THE PLANS WHICH HAVE BEEN REVIEWED AND APPROVED BY THE CONCORD SUBDIVISION ADMINISTRATOR OR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.

I ALSO ACKNOWLEDGE THAT FALSIFICATION OF THE ABOVE CERTIFICATIONS MAY SUBJECT ME TO CIVIL SUIT AND/OR CRIMINAL PROSECUTION UNDER THE GENERAL STATUTES, INCLUDING BUT NOT LIMITED TO, G.S. 14-100 AND G.S. 136-102.3 AND THE CODE OF ORDINANCES OF THE CITY OF CONCORD.

REGISTERED PROFESSIONAL ENGINEER REGISTRATION NUMBER

I HEREBY CERTIFY THAT ALL PUBLICALLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICALLY MAINTAINED IMPROVEMENTS, AND ANY PRIVATELY MAINTAINED WATER QUALITY TREATMENT MANAGEMENT PRACTICE SHOWN ON THIS PLAN HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA FOR THE SUBDIVISION OF GRANARY OAKS.

CERTIFICATE OF FINAL PLAT APPROVAL

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION / ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON 7/11/18

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS-OF-WAY, EASEMENTS, OPEN SPACE AND/OR PARKS EXCEPT THOSE SPECIFICALLY INDICATED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS.

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION

STATE OF NORTH CAROLINA COUNTY OF CABARRUS I, Greg Belk, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

BEVERLY D. HOOKS FREDIE ANNE DAVIS BETTY JO DENNY DB 10662 PG 323 PIN# 46805114340000 ZONING: LDR

EXISTING 30' SANITARY SEWER EASEMENT DB 12667 PG 0211-0221

CLASS 1 UNDISTURBED STREAM BUFFER (FROM TOP OF BANK)

CLASS 1 - 20 FT. VEGETATED SETBACK (NO BUILD)

CLASS 1 UNDISTURBED STREAM BUFFER (FROM TOP OF BANK)

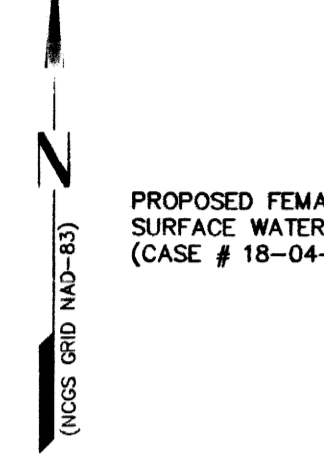
CLASS 1 - 20 FT. VEGETATED SETBACK (NO BUILD)

CLASS 1 UNDISTURBED STREAM BUFFER (FROM TOP OF BANK)

CLASS 1 - 20 FT. VEGETATED SETBACK (NO BUILD)

CLASS 1 UNDISTURBED STREAM BUFFER (FROM TOP OF BANK)

VICINITY MAP



DEVELOPMENTAL DATA

Table with 2 columns: Category (e.g., SITE AREA, JURISDICTION, MAXIMUM DENSITY) and Value (e.g., 57.438 ACRES, RM-2, 4.0 d.u./acre).

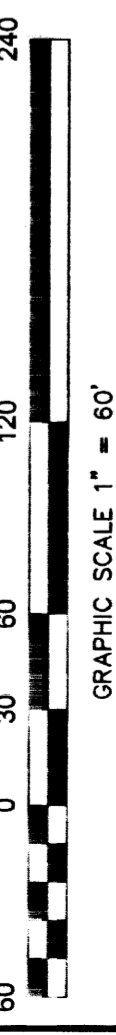
CERTIFICATE OF SURVEY AND ACCURACY

I, EDWIN S. GODSEY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED RECORDED IN BOOK AS SHOWN, PAGE AS SHOWN, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROWN LINES PLOTTED FROM INFORMATION FOUND IN BOOK AS SHOWN, PAGE AS SHOWN, THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE § 47-30 AS AMENDED.

WITNESS BY HAND AND SEAL THIS 29th DAY OF JUNE, A.D. 2018



FILED Jul 11, 2018 03:40 pm BOOK 00077 COUNTY NC WAYNE NIXON REGISTER EXCISE TAX \$0.00



LANDTEC SURVEYING & MAPPING logo and contact information. Includes project number, drawing name, and date.

Specific HUD Regulations Changes Within the HOME Policies:

Violence Against Women Act Reauthorization Act of 2022

VAWA is a federal law originally enacted in 1994, as amended ([34 U.S.C. 12291 et seq.](#)), that protects individuals who are survivors of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, sexual orientation, or gender identity. These protections also apply to individuals with disabilities, including those with mental health disabilities, and people of color that also are disproportionately impacted by problematic laws and policies. It includes protections for survivors and others who are applying for or residing in covered housing programs. VAWA 2022 reauthorizes, amends, and strengthens VAWA. It added to, and did not replace, the existing VAWA housing protections for survivors. Covered housing providers must continue to provide VAWA protections as required by law. On March 15, 2022, President Biden signed into law the [Consolidated Appropriations Act of 2022](#), which included the Violence Against Women Act Reauthorization Act of 2022 (VAWA 2022).

Many of the amendments enacted as part of VAWA 2022 took effect on October 1, 2022. On January 4, 2023, the U.S. Department of Housing and Urban Development (HUD) published a notice in the Federal Register (VAWA 2022 Notice⁴) in which HUD: (1) describes how the VAWA 2022 amendments affect HUD's programs; and (2) seeks comment on certain provisions.

Under this new provision, there are some additional requirements and obligations for HOME recipients, which include: (1) reporting to HUD problematic local laws and policies of the jurisdiction and those of the subrecipients that impose penalties that are being enforced, and (2) Certifying that the jurisdictions are in compliance or will be in compliance within 180 days of submitting the report to HUD. The goal is to prevent adoption of these laws, policies, and programs and address harms that may have occurred. A copy of the VAWA 2022 Notice is available online at:

<https://www.federalregister.gov/documents/2023/01/04/2022-28073/the-violence-against-women-act-reauthorization-act-of-2022-overview-of-applicability-to-hud-programs>

See HUD 1 Public Law 117-103, <https://www.congress.gov/117/plaws/publ103/PLA> for guidance that affects Home Investment Partnerships Program (HOME) recipients concerning the Right to Report Crime and Emergencies from One's Home law in the Violence Against Women Act (VAWA) Reauthorization of 2022 ([34 U.S.C. 12495](#)). For further guidance concerning VAWA 2022, also see 34 U.S.C. 12491, 24 C.F.R. part 5, subpart L, and 24 CFR part 576.409 (ESG) and part 578.99(j) (CoC program).

Build America, Buy America Act (BABA)

The Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, focuses on maximizing the federal government's use of services, goods, products, and materials produced and offered in the United States. BABA established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. BABA also established the Buy America Preference (BAP) for iron, steel, manufactured products, and construction materials used in covered infrastructure projects to be produced in the United States. BABA applies to all expenditures by a Federal agency to a non-federal entity for an infrastructure project, including construction, alteration, maintenance, or repair.

The HUD Community Planning and Development (CPD) programs that are impacted by BAP include CDBG, CDBG-CV, HOME and HOME-ARP. Agencies may waive the domestic content procurement preference if (1) a waiver is in the public interest, (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or satisfactory quality, or (3) the application of the domestic content preference would increase the cost of the overall project by more than 25 percent. Public Law 117-58, §70912(3): <https://www.congress.gov/bill/117th-congress/house-bill/3684/text>.

National Standards for the Physical Inspection of Real Estate (NSPIRE)

Specific HUD Regulations Changes Within the HOME Policies:

In May 2016, in response to instructions from Congress, the Department of Housing and Urban Development (HUD) initiated an effort to consolidate, update, and enhance the Housing Quality Standards (HQS) and the Uniform Physical Condition Standards (UPCS). The aim was to establish a unified inspection protocol for public housing and voucher units. After dedicating seven years to this goal, HUD has published the NSPIRE Final Rule, titled the Economic Growth Regulatory Relief and Consumer Protection Act: Implementation of National Standards for the Physical Inspection of Real Estate. This rule introduces HUD's modern approach to defining and evaluating housing quality while aiming to reduce regulatory burdens. The overarching objective is to prioritize health, safety, and functional defects over appearance, focusing on the areas that impact residents the most, their homes. Further information can be found in the Federal Register at <https://www.federalregister.gov/documents/2023/05/11/2023-09693/economic-growth-regulatory-relief-and-consumer-protection-act-implementation-of-national-standards>.

The NSPIRE Final Rule will be implemented in two phases. Starting on July 1, 2023, Public Housing will transition to NSPIRE, followed by the Multifamily Housing programs, Housing Choice Voucher (HCV), Project Based Voucher (PBV) programs, and the Community Planning and Development programs on October 1, 2023. Under this new requirement, which takes effect on **HUD** programs must use the new NSPIRE inspection framework for all units assisted with acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services (24 CFR 574.300(b)(3)); new construction (24 CFR 574.300(b)(4)); project or tenant-based rental assistance (24 CFR 574.300(b)(5)); and operating costs (24 CFR 574.300(b)(8)). Additional information can be found in the Federal Register. <https://www.federalregister.gov/documents/2023/07/07/2023-14362/national-standards-for-the-physical-inspection-of-real-estate-and-associated-protocols-scoring>. All NSPIRE Score Calculator features are based on the Proposed NSPIRE Scoring Notice ([88 FR 18268](#)) and Proposed NSPIRE Standards Notice located at https://www.hud.gov/sites/dfiles/PIH/documents/6092-N-02nspire_propose-standards.pdf.

GRANT PROJECT ORDINANCE AMENDMENT

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby amended:

SECTION 1. The project authorized and amended are the projects included in the HOME 2022 Grant.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
320-4355000				
320-4355000	Home Program Income	\$1,145,154	\$1,084,640	(\$60,514)
Total				<u>(\$60,514)</u>

SECTION 4. The following amounts are appropriated for the project

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
3216-5480012				
3216-5480012	Match/PI Exp	\$131,006	\$69,774	(\$60,514)
Total				<u>(\$60,514)</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adoption, copies of this grant projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of August, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

GRANT PROJECT ORDINANCE AMENDMENT

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby amended:

SECTION 1. The project authorized and amended are the projects included in the CDBG 2022 Grant

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
310-4355000				
310-4355000	Program Income	\$111,212	\$199,213	\$88,001
Total				\$88,001

SECTION 4. The following amounts are appropriated for the project

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3119-5480012				
3119-5480012	Match/PI Exp	\$2,000	\$90,001	\$88,001
3118-5194000				
3118-5194000	Contract Services	\$9,000	\$6,798	(\$2,202)
3118-5294000				
3118-5294000	Miscellaneous Pay	\$2,291	\$0	(\$2,291)
3118-5299000				
3118-5299000	Supplies-Departmental	\$3,685	\$4,631	\$946
3118-5312000				
3118-5312000	Travel & Training	\$2,000	\$1,706	(\$294)
3118-5370000				
3118-5370000	Advertising	\$2,500	\$1,608	(\$892)
3118-5491000				
3118-5491000	Dues & Subscriptions	\$1,016	\$899	(\$117)
3118-5183000				
3118-5183000	Group Insurance	\$9,814	\$11,518	\$1,704
3118-5121000				
3118-5121000	Regular	\$82,070	\$84,174	\$2,104
3118-5181000				
3118-5181000	FICA	\$6,279	\$6,234	(\$45)
3118-5182000				
3118-5182000	Retirement-General	\$9,930	\$10,259	\$329
3118-5187000				
3118-5187000	401K Contribution	\$3,282	\$3,381	\$99
3118-5321000				
3118-5321000	Telephone	\$0	\$616	\$616
3119-5483200				
3119-5483200	Clearwater Artist Studios	\$209,929	\$209,972	\$43

Total

\$88,001

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adoption, copies of this grant projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of August, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



Quarterly Council Report

UTILITY EXTENSIONS/ADDITIONS PERMITTED

April 1- June 30, 2023

SUMMARY

During the past quarter, the City of Concord Engineering Department's local permitting programs have authorized the expansion of the City of Concord's water distribution system and wastewater collection system to areas that have been recently annexed, developed or to portions of the countywide service area, where infrastructure is lacking, deficient or overloaded.

In summary, the water distribution and wastewater collection expansion projects, as permitted by the City of Concord's delegated permitting program during the quarter of **April 1- June 30, 2023**, are as follows:

WATER- *The City of Concord does not report any water demand system extensions for this quarter.*

The Developer initiated PUBLIC water distribution system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 2,872 linear feet of 8-inch water main, with valves, hydrants and other appurtenances to serve 4 mixed-use retail buildings, 452,409 sq. ft. warehouse facilities and office spaces, 23,580 sq. ft. vehicle services and fueling station, 260 Single Family townhome units, 1 car wash (maintenance bldg.) facility, and a 20-person pool amenity Cabana, with an average water demand of 112,620 GPD, of treated water from the City of Concord's existing potable water distribution system.

SEWER – *The City of Concord initiated wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 276 linear feet of 8-inch sanitary sewer, 6,550 linear feet of 12-inch sanitary sewer, with manholes and other appurtenances to serve future development located off of George W. Liles Pkwy with industrial wastewater discharge to be allocated with future tributary projects.*

The Developer initiated wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 55 linear feet of 6-inch sanitary sewer, 1,589 linear feet of 8-inch sanitary sewer, with manholes and other appurtenances to serve a high-rise mixed-use building addition; consisting of a restaurant with 110 indoor/outdoor seating, 89 residential 1- and 2-bedroom apartment units with amenity areas, a garage, and speculative retail spaces, 452,409 sq. ft. warehouse facilities and office spaces, 140 Single Family Townhomes lots, 23,580 sq. ft. vehicle services and fueling station, with a total average wastewater discharge of 7,1180 GPD.

**Attributes associated with the reissued permits that have been previously permitted, including the asset linear footage, water demand and wastewater flow totals are excluded in the quantities for the Modified permits. Private Water and Wastewater flow totals are also excluded in the total GPD.*

*Please reference the following pages for more information concerning the authorized expansion and the associated particulars of each project permitted by the City from **1st of April to the 30th of June, 2023**:*

Water Distribution System Extensions: April 1- June 30, 2023

Date Issued: April 26, 2023
Project Title: **Christenbury Village Phase 3**
Project #: 2021-035B
Developer: MPV Properties
George Macon, Member
2400 South Boulevard, Ste. 300
Charlotte, NC 28203
P) 704-516-5308
Email) gmacon@mpvre.com

Description: Construction of approximately 31 linear feet of 8-inch water lines with 1 in-line valve, and other appurtenances to provide potable water to serve 2 mixed-use retail buildings located off of Christenbury Parkway with a zero increase to the commercial water demand. *The commercial water demand has been allocated in the Christenbury Village-Phase 1 (2021-035) public water permit.*

Date Issued: April 26, 2023
Project Title: **Christenbury Village Phase 4**
Project #: 2021-035C
Developer: MPV Properties
George Macon, Member
2400 South Boulevard, Ste. 300
Charlotte, NC 28203
P) 704-516-5308
Email) gmacon@mpvre.com

Description: Construction of approximately 12 linear feet of 8-inch water lines and other appurtenances to provide potable water to serve 2 mixed-use retail buildings, located off of Christenbury Parkway with a zero increase to the commercial and domestic water demand. *The water demand has been allocated in the Christenbury Village-Phase 1 (2021-035) public water permit.*

Date Issued: April 26, 2023
Project Title: **McGrath RentCorp Storage Facility**
Project #: 2022-038
Developer: McGrath Rentcorp
Keith Pratt, CFO
5700 Las Positas Rd
Livermore, CA 94551
P) 925-453-3106
Email) keith.pratt@mgrc.com

Description: Construction of approximately 144 linear feet of 8-inch water lines with 1 in-line valve, and other appurtenances to provide potable water to serve a 38,409 sq. ft. office and warehouse building located off of Stough Road, with an Industrial water demand of 250 GPD.

Date Issued: May 9, 2023
Project Title: **Axial Bonds Farm-Tract 2**
Project #: 2022-061B
Developer: MP I-85 Bonds Industrial, LLC
Bryan Blythe,
601 S Tryon Street
Charlotte, NC 28202
P) 980-321-6167
Email) bblythe@crescentcommunities.com
Description: Construction of approximately 34 linear feet of 8-inch water lines with 1 in-line valve, and other appurtenances to provide potable water to serve a 414,000 sq. ft. warehouse facility located off of Weddington Road with an average Industrial water demand of 7,000 GPD.

Date Issued: May 17, 2023
Project Title: **Townhomes at Cannon Run**
Project #: 2019-045A
Developer: Cannon Run Land, LLC
Mark Swartz, President
4350 Main Street, Ste. 220
Harrisburg, NC 28075
P) 704-454-7807
Email) mswartz@cltres.com
Description: Construction of approximately 2,424 linear feet of 8-inch water lines with 5 in-line valves, 5 hydrants, and other appurtenances to provide potable water to 140 Single Family Townhome (36 3-bedroom & 104 4-bedroom) lots located off of Davidson Hwy (NC-73) and Odell School Road, with an average domestic water demand of 56,000 GPD.

Date Issued: May 19, 2023
Project Title: **Penske Concord- International Business Park**
Project #: 2022-035
Developer: Penske Truck Leasing Co. LP
Sean Yentsch, VP
2675 Morgantown Road
Reading, PA 19607
P) 610-603-8500
Email) sean.yentsch@penske.com
Description: Construction of approximately 12 linear feet of 8-inch water lines with 1 in-line valve, and other appurtenances to provide potable water to serve a 23,580 sq. ft. vehicle services and fueling station located off of Davidson Hwy, International Dr., and Global Ave. with an average commercial water demand of 1,050 GPD.

Date Issued: June 21, 2023
Project Title: **Encore Villas Townhomes**
Project #: 2019-044
Developer: Encore Villas, LLC
J. Clark Stewart, Member
2857 Westport Road
Charlotte, NC 28208
P) 704-366-4663
E) jcstewart@eastwoodhomes.com

Description: Construction of approximately 215 linear feet of 8-inch water lines with 3 in-line valves and other appurtenances, to serve 120 townhome units, 1 car wash (maintenance bldg.) facility and a 20-person pool amenity Cabana located on NC Highway 49 with an average domestic water demand of 48,320 GPD.

Wastewater Distribution System Extensions: April 1- June 30, 2023

Date Issued: April 6, 2023
Project Title: Novi Lofts
Project #: 2021-025 Mod 1 *
Developer: Novi Lofts, LLC
Peter Flotz, Managing Member
2420 East Sunrise Blvd
Ft Lauderdale, FL 33304
P) 321-302-2930
Email) pflotz@lmgroup.us

Description: Construction of approximately 37.81 Linear feet of 8-inch with 2 manholes to serve the existing City of Concord customers located adjacent to the site with zero additional wastewater flow; and the abandonment of approximately 104 linear feet of 8-inch gravity sewer with 2 manhole to be replaced with a 6-inch sewer service lateral to serve a high-rise mixed-use building addition; consisting of a restaurant with 110 indoor/outdoor seating, 89 residential 1- and 2-bedroom apartment units with amenity areas, a garage, and speculative retail spaces; located at 26 Union St S and Market St with a total domestic and commercial wastewater flow of 18,890 gpd.

Date Issued: April 21, 2023
Project Title: 12" Public Sewer Extension Phase II-Coddle Creek Tributary
Project #: 2020-007A
Developer: City of Concord-Water Resources
Kevin Plemmons, Deputy Director
P.O. Box 308
Concord, NC 28026
P) 704-920-5344
Email) plemmonske@concordnc.gov

Description: Construction of approximately 6,550 linear feet of 12-inch sanitary sewer with 32 manholes, 276 linear feet of 8-inch sanitary sewer with 1 manhole, and other appurtenances to serve future development located off of George W. Liles Pkwy at NW corner of The Grounds and cross Roberta Church Rd, with an industrial wastewater discharge to be allocated with future tributary projects.

Date Issued: April 26, 2023
Project Title: **McGrath RentCorp Storage Facility**
Project #: 2022-038
Developer: McGrath Rentcorp
Keith Pratt, CFO
5700 Las Positas Rd
Livermore, CA 94551
P) 925-453-3106
Email) keith.pratt@mgrc.com

Description: Construction of approximately 175 linear feet of 8-inch sanitary sewer with 2 manholes and other appurtenances to serve a 38,409 sq. ft. office and warehouse building located off of Stough Road, with an industrial wastewater discharge of 250 GPD.

Date Issued: May 9, 2023
Project Title: **Axial Bonds Farm-Tract 2**
Project #: 2022-061B
Developer: MP I-85 Bonds Industrial, LLC
Bryan Blythe,
601 S Tryon Street
Charlotte, NC 28202
P) 980-321-6167
Email) bblythe@crescentcommunities.com

Description: Construction of approximately 55 linear feet of 6-inch force main relocation and Ruben Linker Pump Station float control adjustments with associated appurtenances to serve a 414,000 sq. ft. warehouse facility located off of Weddington Rd., with an additional industrial wastewater discharge of 7,000 GPD.

Date Issued: May 17, 2023
Project Title: **Townhomes at Cannon Run**
Project #: 2019-045A
Developer: Cannon Run Land, LLC
Mark Swartz, President
4350 Main Street, Ste. 220
Harrisburg, NC 28075
P) 704-454-7807
Email) mswartz@cltres.com

Description: Construction of approximately 1,376 linear feet of 8-inch sanitary sewer with 9 manholes and other appurtenances to serve 140 Single Family Townhomes (36 3-bedroom & 104 4-bedroom) lots located off of Davidson Hwy (NC-73) and Odell School Road, with a domestic wastewater discharge of 62,880 GPD.

Date Issued: May 19, 2023
Project Title: **Penske Concord- International Business Park**
Project #: 2022-035
Developer: Penske Truck Leasing Co. LP
Sean Yentsch, VP
2675 Morgantown Road
Reading, PA 19607
P) 610-603-8500
Email) sean.yentsch@penske.com

Description: Sewer flow only to serve a 23,580 sq. ft. vehicle service and fueling station located off of Davidson Hwy, International Dr., and Global Ave. with a commercial wastewater discharge of 1,050 GPD.

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By Transaction
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 6/30/2023

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP MOUNTCLIFF FDG LLC 0 7/5/2023	62455BU52	5,000,000.00	4,928,933.35	7/5/2023	5.407	1.22	3/31/2023	98.578667	5
CP PEPSICO INC 0 7/10/2023	71344UUA5	5,000,000.00	4,926,425.00	7/10/2023	4.933	1.22	3/23/2023	98.5285	10
CP NATL SEC CLEARING CORP 0 7/20/2023	63763QUL9	5,000,000.00	4,926,388.89	7/20/2023	5.075	1.22	4/5/2023	98.527778	20
CP MUFGBANK LTD 0 8/18/2023	62479MVJ9	5,000,000.00	4,932,661.11	8/18/2023	5.342	1.22	5/18/2023	98.653222	49
CP LLOYDS BANK CORP 0 8/23/2023	53948BVP1	5,000,000.00	4,914,613.89	8/23/2023	5.301	1.22	4/27/2023	98.292278	54
CP NATIXIS NY 0 9/25/2023	63873KWR4	5,000,000.00	4,882,604.17	9/25/2023	5.376	1.21	4/17/2023	97.652083	87
CP CHESHAM FIN LT 0 9/26/2023	16537MWS4	5,000,000.00	4,931,244.45	9/26/2023	5.516	1.22	6/27/2023	98.624889	88
CP ING US FUNDING LLC 0 10/20/2023	45685RXL6	5,000,000.00	4,888,847.22	10/20/2023	5.421	1.21	5/22/2023	97.776944	112
CP AGRICULTURAL BK CHINA NY 0 10/25/2023	00850VXR8	5,000,000.00	4,866,009.70	10/25/2023	5.477	1.21	4/27/2023	97.320194	117
Sub Total / Average Commercial Paper		45,000,000.00	44,197,727.78		5.316	10.96		98.21944	60
FFCB Bond									
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.24	8/10/2020	100	41
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.24	12/22/2020	100	84
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.24	11/30/2020	100	153
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.24	1/19/2021	99.957	203
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.24	3/4/2021	99.8	245
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.86	9/22/2021	99.94	280
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.24	8/19/2021	100	416
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.24	9/11/2020	100	438
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.03	11/12/2021	99.6	479
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.24	12/10/2021	100	528
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.24	4/21/2021	100	661
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.24	9/29/2020	100	822
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.24	12/22/2021	100	906
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.24	12/17/2020	100	1,082
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.24	9/28/2021	100	1,186
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.24	3/30/2020	100	1,369
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.24	3/10/2021	100	1,715
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.24	3/23/2021	100	1,728
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.24	2/16/2021	99.725	2,036
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.23	3/24/2021	99.2	2,085
Sub Total / Average FFCB Bond		97,659,000.00	97,574,262.00		0.785	24.19		99.913614	834
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.24	9/29/2020	100	91
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.24	10/5/2020	99.85	97
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.24	11/27/2020	100	150
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.24	6/9/2021	100	224
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.14	3/4/2021	106.665827	228
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.24	4/29/2021	100	304
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.24	5/28/2021	100	329
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.24	5/24/2021	100	329
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.24	6/7/2021	100	343
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.24	7/15/2021	100	381
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.24	7/29/2021	100	395
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.24	8/28/2020	100	424
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.24	1/27/2022	100	577

FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.24	1/29/2021	99.98	746
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.24	1/20/2021	99.98	843
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.24	12/30/2020	100	914
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.24	1/29/2021	100	944
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.24	2/17/2021	99.9	963
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.24	3/10/2021	100	984
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.24	4/29/2021	100	1,034
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.24	8/28/2020	99.725	1,509
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.24	11/1/2019	100	2,316
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.666	26.16		100.008318	659
FHLMC Bond									
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.24	12/14/2020	100	167
FHLMC 5.05 6/14/2024-23	3134GY5E8	5,000,000.00	5,000,000.00	6/14/2024	5.050	1.24	12/14/2022	100	350
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00	5,000,000.00	6/28/2024	3.000	1.24	6/28/2022	100	364
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.56	9/24/2021	100	395
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.32	3/4/2022	99.386016	593
FHLMC 5.25 3/21/2025-23	3134GYA77	5,000,000.00	5,000,000.00	3/21/2025	5.250	1.24	12/21/2022	100	630
FHLMC 5.25 6/30/2025-23	3134GY6T4	4,596,000.00	4,596,000.00	6/30/2025	5.250	1.14	12/30/2022	100	731
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.24	6/30/2022	100	731
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.30	8/4/2022	92.438	752
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.35	10/6/2022	89.533	816
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.22	11/4/2022	88.468864	816
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00	504,624.88	9/23/2025	4.156	0.13	12/6/2022	90.111586	816
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.24	7/14/2020	100	1,110
Sub Total / Average FHLMC Bond		42,606,000.00	42,162,375.72		3.169	10.45		99.051407	592
FNMA Bond									
FNMA 0.3 8/10/2023-22	3135G05R0	4,000,000.00	3,973,000.00	8/10/2023	0.731	0.98	1/12/2022	99.325	41
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.24	8/17/2020	100	48
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.24	10/27/2020	100	119
FNMA 0.25 11/27/2023	3135G06H1	510,000.00	509,757.66	11/27/2023	0.266	0.13	12/3/2020	99.952483	150
FNMA 0.25 11/27/2023	3135G06H1	1,235,000.00	1,236,082.16	11/27/2023	0.220	0.31	1/7/2021	100.087624	150
FNMA 0.25 11/27/2023	3135G06H1	1,430,000.00	1,432,245.92	11/27/2023	0.194	0.36	2/4/2021	100.157057	150
FNMA 0.25 11/27/2023	3135G06H1	5,000,000.00	4,787,582.75	11/27/2023	4.800	1.19	12/9/2022	95.751655	150
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.24	12/29/2020	100	182
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.39	6/3/2021	106.058	220
FNMA 1.75 7/2/2024	3135G0V75	945,000.00	983,130.75	7/2/2024	0.390	0.24	7/7/2021	104.035	368
FNMA 1.75 7/2/2024	3135G0V75	565,000.00	588,487.72	7/2/2024	0.313	0.15	8/5/2021	104.157119	368
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.24	8/28/2020	100	424
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.45	10/6/2021	103.290765	473
FNMA 1.625 10/15/2024	3135G0W66	640,000.00	656,959.05	10/15/2024	0.714	0.16	11/4/2021	102.649852	473
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.24	7/19/2021	99.797	535
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.27	1/5/2022	101.665856	557
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.31	5/5/2022	93.265273	662
FNMA 0.5 6/17/2025	3135G04Z3	925,000.00	861,249.00	6/17/2025	2.892	0.21	6/6/2022	93.108	718
FNMA 0.5 6/17/2025	3135G04Z3	1,365,000.00	1,271,599.52	6/17/2025	2.943	0.32	7/7/2022	93.157474	718
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.24	7/14/2020	100	745
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.24	8/19/2020	100	781
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.24	8/25/2020	100	787
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.21	9/7/2022	91.21	787
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.29	1/5/2023	90.313183	861
FNMA 0.5 11/7/2025	3135G06G3	830,000.00	743,924.04	11/7/2025	4.682	0.18	3/7/2023	89.629402	861
FNMA 0.5 11/7/2025	3135G06G3	885,000.00	815,301.29	11/7/2025	3.719	0.20	4/5/2023	92.12444	861
FNMA 2.125 4/24/2026	3135G0K36	545,000.00	519,466.75	4/24/2026	3.805	0.13	5/3/2023	95.315	1,029
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.24	10/29/2020	100	1,217
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.24	11/4/2020	100	1,588
Sub Total / Average FNMA Bond		76,745,000.00	76,106,436.13		1.087	18.87		99.255174	553
Local Government Investment Pool									

NCCMT LGIP	NCCMT599	90,809.12	90,809.12	N/A	5.030	0.02	6/29/2012	100	1
NCCMT LGIP	NCCMT481	22,023,663.97	22,023,663.97	N/A	5.030	5.46	12/31/2005	100	1
NCCMT LGIP	NCCMT271	180,386.00	180,386.00	N/A	5.030	0.04	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		22,294,859.09	22,294,859.09		5.030	5.53		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	15,490,710.31	15,490,710.31	N/A	4.990	3.84	3/31/2019	100	1
Sub Total / Average Money Market		15,490,710.31	15,490,710.31		4.990	3.84		100	1
Total / Average		405,315,569.40	403,352,783.33		1.952	100		99.546479	547

Tax Report for Fiscal Year 2022-2023**FINAL REPORT****June****Property Tax Receipts- Munis**

2022 BUDGET YEAR	88,113.92
2021	7,108.70
2020	2,736.17
2019	156.06
2018	190.87
2017	
2016	
2015	
2014	
2013	7.60
Prior Years	19.12
Interest	6,116.58
Refunds	
	<hr/>
	104,449.02

Vehicle Tax Receipts- County

2022 BUDGET YEAR	567,321.76
2021	
2020	
2019	
2018	
2017	
2016	
Prior Years	
Penalty & Interest	7,322.90
Refunds	
	<hr/>
	574,644.66

Fire District Tax - County

2021 BUDGET YEAR	3,590.81
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Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	682,684.49

423:Vehicle Tag Fee-Transportation Impr Fund	39,733.65
100:Vehicle Tag Fee	161,342.70
630:Vehicle Tag Fee-Transportation Fund	39,733.65
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	240,810.00

Privilege License	190.00
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<hr/>
	190.00

Oakwood Cemetery current	900.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	2,433.34
Rutherford Cemetery endowment	466.66
West Concord Cemetery current	1,800.00
West Concord Cemetery endowment	800.00
Total Cemetery Collections	<hr/>
	6,400.00

Total Collections	<hr/>
	\$ 930,084.49

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	32,722.20
Discovery Penalty	659.00
Total Amount Invoiced - Monthly	<u>33,381.20</u>
Total Amount Invoiced - YTD	68,284,713.52

Current Year	
Less Abatements (Releases)	
Real	1,892.96
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>1,892.96</u>

Adjusted Amount Invoiced - monthly	31,488.24
Adjusted Amount Invoiced - YTD	68,087,561.04

Current Levy Collected	88,113.92
Levy Collected from previous years	10,218.52
Penalties & Interest Collected	6,116.58
Current Month Write Off - Debit/Credit	
Total Monthly Collected	<u>104,449.02</u>
Total Collected - YTD	68,227,193.46

Total Collected - net current levy -YTD 67,706,353.93

Percentage of Collected -current levy 99.44%

Amount Uncollected - current year levy 381,207.11

Percentage of Uncollected - current levy 0.56%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of June 2023

RELEASES		
CITY OF CONCORD	\$	1,892.96
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	86.78
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0048	0.00	0.00	
2018	0	48,991	48,991	0.0048	235.16	118.67	
2019	0	43,330	43,330	0.0048	207.98	84.31	
2020	1,330,900	47,255	1,378,155	0.0048	6,615.14	5.28	
2021	2,389,571	118,479	2,508,050	0.0048	12,038.64	154.23	
2022	2,389,570	409,664	2,799,234	0.0048	13,436.32	296.51	
2023	39,365	0	39,365	0.0048	188.95	0.00	
Total	6,149,406	667,719	6,817,125		\$ 32,722.20	\$ 659.00	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0023	0.00	0.00	
2018	0	0	0	0.0023	0.00	0.00	
2019	0	0	0	0.0023	0.00	0.00	
2020	0	0	0	0.0023	0.00	0.00	
2021	0	0	0	0.0023	0.00	0.00	
2022	0	0	0	0.0023	0.00	0.00	
Total	0	0	0		\$ -	\$ -	